

BD  
MAR 23 1989

*Informal*

DATE SUBMITTED \_\_\_\_\_

(For Clerk's Use)  
Meeting Date 4/4/89  
Agenda No. #1

REQUEST FOR PLACEMENT ON THE AGENDA  
WEEK OF THE YOUNG CHILD  
Subject: PREVENTION COMMITTEE/SSC

*Informal*

Informal Only\* TUESDAY, APRIL 4, 1989  
(Date)

Formal Only \_\_\_\_\_  
(Date)

DEPARTMENT HUMAN SERVICES DIVISION SOCIAL SERVICES

CONTACT SUSAN Clark TELEPHONE 248-3691

\*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Gena Woods, Chair, Prevention Committee  
Davene Cohen, Youth Program Office

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

The Prevention Committee of the Juvenile Services Commission desires to showcase programs managed by the Youth Program Office delivering services to young children as a means of highlighting efforts during the national Week of the Young Child - April 2-8, 1989.

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

ACTION REQUESTED:

- INFORMATION ONLY
- PRELIMINARY APPROVAL
- POLICY DIRECTION
- RATIFICATION

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 10-15 minutes

IMPACT:

PERSONNEL

- FISCAL/BUDGETARY
- General Fund

Other \_\_\_\_\_

BOARD OF  
COUNTY COMMISSIONERS  
MULTI-COUNTY  
OREGON  
1989 MAR 23 PM 4:50

SIGNATURES:

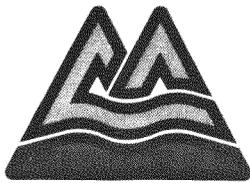
DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: Dianne Zussy (DC)

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 OREGON

DEPARTMENT OF HUMAN SERVICES  
SOCIAL SERVICES DIVISION  
ADMINISTRATIVE OFFICES  
426 S.W. STARK, 6TH FLOOR  
PORTLAND, OREGON 97204  
(503) 248-3691

BOARD OF COUNTY COMMISSIONERS  
GLADYS McCOY • CHAIR OF THE BOARD  
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER  
GRETCHEN KAFOURY • DISTRICT 2 COMMISSIONER  
CAROLINE MILLER • DISTRICT 3 COMMISSIONER  
POLLY CASTERLINE • DISTRICT 4 COMMISSIONER

## MEMORANDUM

TO: Gladys McCoy, Chair of the Board  
Pauline Anderson, District 1 Commissioner  
Gretchen Kafoury, District 2 Commissioner  
Rick Bauman, District 3 Commissioner

VIA: Duane Zussy *Duane Zussy (pc)*  
Director, Department of Human Services

FROM: Gary Smith *GWS*  
Director, Social Services Division

DATE: March 21, 1989

SUBJECT: Update for "Week of the Young Child"

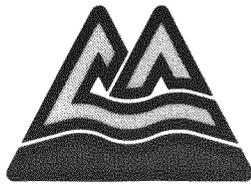
April 2-8, 1989, has been designated as the "Week of the Young Child", sponsored on an annual basis by the National Association for the Education of Young Children. It is a means of focusing attention on the needs of young children and to applaud the many caring adults who work with them. It has been an annual event for several years now and brings together advocates for early childhood services. The celebration takes many diverse forms at local levels ranging from opening early childhood programs to the public to displays of children's art around the community.

The Multnomah County Juvenile Services Commission Prevention Committee felt that it was an appropriate time to focus attention of the programs managed through the Youth Program Office serving very young children. We would like to acknowledge three of our programs in a brief presentation to the Board. These programs are providing young children with an opportunity which allows them to grow and develop in a healthy manner.

Attached is an executive summary of the Prevention Committee's initial report. This report, as part of the Youth Program Office's Annual Plan, defines prevention services and outlines proposed directions in creating a prevention system of service. Services to young children are an integral part of a system of prevention services.

The entire report is available from the Youth Program Office of the Social Services Division.

3752B



# MULTNOMAH COUNTY OREGON

HUMAN SERVICES  
SOCIAL SERVICES DIVISION  
YOUTH PROGRAM OFFICE  
426 S.W. STARK, 6TH FLOOR  
PORTLAND, OREGON 97204  
(503) 248-3691

BOARD OF COUNTY COMMISSIONERS  
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POLLY CASTERLINE • DISTRICT 4 COMMISSIONER

## EXECUTIVE SUMMARY:

Report from the Juvenile Services Commission Prevention Committee

### PREVENTION SERVICES MULTNOMAH COUNTY

The Prevention Committee report defines Prevention and the four types of services that should comprise a system of prevention services. Services provided and/or funded by Multnomah County are identified along with general statements about availability of services provided through other funding authorities.

The Report further identifies emerging issues in the need for (1) parenting services, (2) child care and (3) homeless families and children. The Report declares that since no system of service exists and existing programs are too few in both number and scope, all services are needed and should become a priority for funding. The role for funders is identified with special note towards a County's responsibility.

The Report provides the framework through which the Prevention Committee has identified service needs and the appropriateness of prevention contracts maintained in the Youth Program Office. Contracts highlighted for the Week of the Young Child serve young children. They are:

Community Advocates: child abuse prevention

Infant Toddler Development Center: child care  
for teen parents who are enrolled in high school

Learning with Infants and Toddlers (LIT): an  
interactive parent education/ child development  
program

PREVENTION SERVICES  
MULTNOMAH COUNTY

INTRODUCTION:

"Our children are not receiving what they deserve from us--the people who shape the world in which they must live....Every child deserves the opportunity to develop to his or her fullest potential."

from: Today's Child in the Year 2000: Promise or Problem? Charles A. Heinrich, President, Camp Fire, Inc.

PREVENTION as a term permeates the literature, but the meaning of the concept is varied dependent on what we assume is to be prevented: prevention of delinquency, prevention of drug and alcohol abuse, prevention of illness, prevention of mental dysfunction and chronic mental illness, prevention of dependency on social services, prevention of abuse, prevention of children having children. The list is long.

The Juvenile Services Prevention Committee chose to take a proactive posture to create a continuum of prevention services for Multnomah County youth aged 0-18. In the shift from children as luxury to children as necessity that has begun to penetrate the public consciousness, the Committee sees an opportunity to deliberately plan for a system of services that build competency, prosocial behavior, autonomy, positive self-image and productive achievement.

The Committee is composed of JSC Commissioners and a representative from health services, education and early intervention services. In order to benefit from the work of others and to avoid a piecemeal approach, dialogue sessions were held with other planners and funders and the following reports were reviewed and analyzed:

City Club Bulletin, Vol. 67, No. 47

Portland Leaders Roundtable recommendations from Work Group #1 (up through fifth grade) and the Portland Investment report.

Preliminary Report: Business Income Tax Programs (addressing teen parenting/child abuse prevention and early intervention)

Youth Planning Network Subcommittee on Prevention Services: Zero to Seven report

Edward Zigler's address: A Solution to the Nation's Child Care Crisis

Michigan's Mental Health Plan grid

Lofquist's Technology of Prevention

Positive Youth Development literature

## DEFINITION OF PREVENTION

Youth Services Management Team: Prevention targets youth broadly, regardless of age, with services designed to enhance development or prevent dysfunctional behavior prior to its onset.

Juvenile Services Commission Prevention Committee: Prevention is action to deter, correct or preclude potentially harmful conditions or behavior. The primary focus is to strengthen, support and empower families to enhance the development of their children. Four types of services make up the Prevention continuum:

Promotion: the enhancement of opportunities in the home and community which support the healthy and successful development of children;

Protection: the preservation of basic rights for the well-being of children and their families (health, safety, shelter, food, self-esteem, freedom from abuse, etc);

Identification: the recognition and referral of potential or existing problems that impact successful development of children;

Onset Intervention: the provision of treatment and remediation services designed to address an identified problem at its earliest stages.

## EXISTING SERVICES

Prevention services should be available to the total community. The major institution impacting children that meets this criteria is the public school system. Schools are the primary societal agency where children are congregated. General education has as its focus the development of knowledge, skills and competence and is society's primary prevention service. However, children too young for school may not have the services necessary to assist their healthy growth and development. If they arrive at school age without developing the requisite skills, they are unable to benefit from the school experience.

Multnomah County operates on a triparte system: 1) families who are economically sufficient can generally secure the types of services that will enhance they and their families growth; 2) members of some target populations (e.g. teen parents) have a substantial array of services available to them; 3) for the general public services that are available at no or low cost or on a sliding fee scale are almost nonexistent. As a general statement, none of the necessary components of service with the exception of general education is available at the level that would meet the need of the child population in Multnomah County.

NO COST/LOW COST PREVENTION SERVICES PROVIDED BY THE COUNTY OR UNDER COUNTY FUNDING

SERVICE TYPE	AGES 0 - 2	AGES 3 - 5	AGES 6 - 12	AGES 13 - 18
Promotion is the enhancement of opportunities in the home and community which supports the healthy and successful development of children.	Learning with Infants and Toddlers Infant Toddler Dev. Center	Community Advocates	Community Advocates MED Early Intervention	Teen Health Centers Parent/Child Community Workshop Teens & Co. Theatre Alcohol & Drug Educ. Youth Service Centers/ Employment & Kinship
Protection is the preservation of basic rights for the well-being & of children and their families.	Women, Infants, Children Well Child Clinics Tri-County Respite Immunizations Infant Car Seat Program	Women, Infants, Children Well Child Clinics Tri-County Respite Immunizations	Well Child Tri-County Respite Immunizations	Teen Health Centers Outside In Immunizations
IDENTIFICATION is the recognition & referral of potential or existing problems that impact the successful development of children.	Primary Health Care Clinic Coalition of Community Clinics	Primary Health Care Clinic Coalition of Community Clinics	School Mental Health Primary Health Care Clinic	Mainstream Primary Health Care Clinic
ONSET INTERVENTION is the provision of treatment and remediation services designed to address an identified problem at its earliest stages.	Child Dev. Spec./ Health Svcs/DD DD Early Intervention Primary Health Care Coalition of Community Clinics	DD Early Intervention  Primary Health Care Coalition of Community Clinics	Mainstream  Primary Health Care Coalition of Community Clinics	Mainstream Teen Parent programs: AMA Boys and Girls Aid Insights Teen Parent YWCA Teen program

- 1) Health Services through Multnomah County are the most substantially provided prevention service; even so, capacity does not come close to meeting the need. Services provided include prenatal/postnatal care, well-baby clinics, primary health care, immunizations, dental and fluoride supplements, field services. Teen Health Centers are available in four of Portland Public School high schools. Most insurance coverage does not include well-baby services or immunization and there are 48,000 children under age eighteen without health insurance coverage in Multnomah County.
- 2) Recreation/social development services are provided through the voluntary youth organizations (scouts, 4H, Boys and Girls clubs, Camp Fire), church youth groups, community schools and the Portland Park and Recreation District. Many of these programs are dependent upon volunteer leaders and the pool of volunteers has diminished. Therefore, program availability has also diminished and fewer children are able to take advantage of the opportunity.
- 3) Child care (both preschool and school age) is available by private providers, family care homes, child care centers, school-based programs, and employer supported programs. Both tax incentives and subsidy options assist in the provision of child care services. However, grants or subsidies to offset costs for no and low income families is inadequate and the number of available, accessible child care programs is grossly insufficient to meet the need.
- 4) Early childhood education programs are available through public funds for income eligible families (Headstart), in target schools (Portland's Early Childhood Centers) and for target populations (developmentally delayed/early intervention programs). Income sufficient families can find many options to choose from ranging from parent cooperative programs through half-day to full-day programs as long as they can meet the costs of tuition.
- 5) Parent education and support opportunities exist for the family who can pay, or whose child is a member of a special needs group. Parents who have not found schooling a positive experience may require more varied approaches to receiving the information they need. These options do not exist, especially at no or low cost.
- 6) Mental Health services provide education and consultation primarily in public school settings. Offerings cover alcohol and drug education, self protection skill building, and problem-solving skill building groups. However, the number of mental health staff or programs cannot begin to provide services to every school in the County much less the extent of consultation services that could provide meaningful impact.
- 7) Identification programs include screening, assessment and referral activities and are provided through a number of agencies and associations: Direction Services, Parent-to-Parent, PPS Screening Project, and associations targeting a specific dysfunction or handicap. The School Mental Health Program also assists in the identification process in schools where services are provided. The step following identification is the ability to connect the child and family with services to address the identified area and the services, even when they exist, do not exist in sufficient number.

## SERVICE GAPS

While a number of targeted planning efforts have been or are underway, no deliberate planning has been implemented to develop a coherent, systematic system of prevention services. Since a comprehensive system is not operational and programs that do exist are too few in both number and scope, all services are needed.

If the development of children is to be improved, a high priority must be placed on meeting the needs of children when they are very young. Inadequate early childhood development is contributing to many social and economic problems: delayed or abridged development at later stages, school drop-outs, teen parents, criminality, long-term dependency. **Therefore, in implementing a prevention system, parenting and services for the early years form the starting point and become the first priority.** Additional services should be added to the system by age-grouped increments. The basis for considering programs as prevention programs is that they assist in achieving the developmental tasks appropriate to the stage of development of the age group for which they are targeted.

## EMERGING ISSUES

### 1) PARENTING:

Parenting abilities are assumed to develop naturally as part of being human, or at least as part of having been a member of a family. But the family of today does not offer young people growing up the same opportunities for experiences with young children and observing parent roles as were provided in families of just two or three generations ago.

Parents and prospective parents need to learn more about the process of child growth and development and the role of the family in furthering that development. Efforts should include the following components:

- 1) education about child development, including what behavior to expect at certain ages and the importance of this behavior to the child's personality growth and educational progress;
- 2) information about techniques and materials parents can use to enhance their daily interactions with their child;
- 3) information about the institutions affecting children including medical facilities, day care centers and preschools.
- 4) provision of support services including resource libraries, drop-in centers, parent support groups, respite care, information telephone lines, etc.

## 2) CHILD CARE

The first sixty months are the most critical years in a person's life---a time when the foundations of personality, physical development and character are developed. Problems not identified and addressed during the first sixty months often cannot be completely and permanently corrected during adolescence and adult life. With more of the parent population in the workforce, the child care system becomes the community's default child-rearing system. In order to support the family unit and provide growth enhancing experiences to the children the following issues must be addressed:

- 1) The lack of a public system for sharing costs, upgrading facilities, credentialing caregivers or providing technical assistance;
- 2) Eligible assistance for low income working parents and those seeking employment in a manner that provides consistent quality care.
- 3) The recognition of the differing developmental needs with the setting of standards for infant and toddler care, preschool age care and school age care (before and after school services);
- 4) The needs of teen parents in the provision of child care---on-site services are necessary;
- 5) Services for ill children

## 3) HOMELESS FAMILIES AND CHILDREN

"The rapid increase in homelessness among families can be attributed primarily to three simultaneous trends: falling family incomes among the poor and near poor (especially dramatic among young families), a shrinking supply of affordable low-income housing, and cuts in federal assistance programs. Together these trends have pushed a growing number of low-income families into homelessness and locked many of them out of the housing market once they have become homeless."

A Children's Defense Budget, FY 1989  
Children's Defense Fund

Homelessness leaves permanent scars on children and families. The experience of being without a home is devastating--physically and emotionally. Homeless, without funds, takes its toll on children's health, education and emotional development. It hurts children even before they are born. Health is endangered by inadequate or uncertain diet and sleeping arrangements, lack of shower facilities and exposure to the elements, to shared living, eating, bathing. Without a permanent address many children cannot be enrolled in school or are forced to leave a school setting that was familiar because of no permanent address, distance, and lack of transportation. And, poor living conditions make it difficult to learn in class or to keep up.

Sudden homelessness is a traumatic disruption in the life of a child causing many such children to regress, become depressed and anxious. The disruption of routines and stability often pulls families apart.

Nationwide, members of families with children represent more than one-third of all homeless people. Emergency shelters may provide some protection, but they do not solve the problem. In addition to the provision of emergency housing and food, issues that must be addressed include:

- .emergency loans or funds for rent, clothing, tools, transportation which allows families to re-establish themselves with some stability;

- .schooling and child care for children to address their issues and needs, to maintain growth and to provide consistency in an otherwise chaotic existence;

- .employment training and job search assistance to parents so that they can raise their income level and become, once again, self-supporting;

- .counseling and mentors to assist in the re-establishment of each family's personal sense of power and worth.

## FUNDERS ROLE

- 1) Identify and establish a basic floor of comprehensive services and ensure that funding is adequate in scale. Joint planning is a priority in order to avoid the provision of a "patchwork" of services and inequitable responsibility among agencies/funders. The intent should be on a clearly articulated continuum of service and the commitment of funds to support efforts over the long term.
- 2) Identify agencies assigned legislative responsibility for types of service:

School system:	educational opportunities, early intervention
Health system:	immunizations, parent and child health
Children's Services:	child protective services, out-of-home placement
Juvenile Department:	dependency cases
Mental Health system:	counseling and therepeutic support, alcohol and drug education, early intervention
Adult & Family Services:	income assistance, etc.
- 3) The County should concentrate efforts where private sector, schools, and other public agencies are not, or cannot, provide services.
- 4) The County should assume a leadership role in the responsibility of planning for and coordinating a system response by all agencies (schools, public agencies, private sector).

4/4/89  
Lauren Cowan

## JUVENILE SERVICES COMMISSION/YOUTH PROGRAM OFFICE

### PREVENTION SERVICES TO YOUNG CHILDREN

This is the **Week of the Young Child**, a time to focus attention on the needs of young children and on those programs and staff providing service.

While other Program Offices and Divisions in the County also serve young children, we are highlighting today those programs managed through the Youth Program Office.

#### The Infant Toddler Development Center

The initial thrust for funding this program was as a support to Portland Public School's Teen Parent Program. The intent was to remove the barrier to school re-entry and/or staying in school brought about by lack of day care. The provision of developmental day care for young women enrolled in Continuing Education for Girls (CEG) is funded in part by the Juvenile Services Commission.

Information gathered the first year of the program centered around the services received by the teen mothers. The second year of the contract maintains the day care service but has placed the focus for information gathering around what is happening to the children in care. The three major problems identified at entry for children enrolled in the Infant Toddler Development Center are 1) disruption in the family structure, 2) multiple living moves and 3) economic insufficiency. Currently sixteen children are enrolled (capacity is 20), nine of whom are infants and seven who are toddlers. Black and caucasian are represented in equal numbers; there are no other minority groups in attendance at the present time.

Parent Child Services is the sub-contractor. They have been able to add a Family Advocate position to the core of services provided. This has allowed the Center to know what is happening in the child's home environment and has facilitated children receiving health care promptly. The result has been fewer health problems this year. Those children who have been maintained in regular attendance since the beginning of the school year are showing consistent developmental growth and secure attachment to their caregivers.

Additionally, the relationship between the teen mothers and the Center caregivers is strong. Many times it is the caregiver who obtains personal information from the teen mother that allows the Teen Parent Program to provide appropriate services. However, regular attendance is still a problem. It is extraordinarily difficult for a teen mom to make all the necessary bus transfers toting child, book bags, and diaper bags, especially in inclement weather. The lack of attendance is detrimental to both mother and child: the mother is not receiving educational and support assistance when she is not in school and the child is not receiving consistent stimulation and nurturance that guarantees developmental progress. The provision of **transportation** would help address this obstacle.

### Learning with Infants and Toddlers (LIT)

LIT provides concurrent parent and child education classes at the INSIGHTS location and at three of the Portland Public high school sites. Young mothers and at-risk mothers and their children attend once a week sessions together in a supervised and guided hands-on setting in order that parents may gain parenting skills and children have the opportunity to be involved in developmentally appropriate activities.

The LIT program is tracking services with the same information profile as the Infant Toddler Development Center. The initial key problems identified for this group of children are 1) economic insufficiency of the parents and 2) social isolation of the family unit. LIT provides transportation (either through bus tickets or through Van pick-up); however, consistent attendance at the weekly sessions is still problematic. This group of parents does not have the Family Advocate resource and therefore lacks the early assistance for health problems and crisis intervention.

LIT became an operating division of INSIGHTS Teen Parent Program in July of 1988. This move has strengthened service delivery to teen parents. Many of the parents attending LIT are also case-managed by INSIGHTS and LIT is able to provide child development knowledge and consultation to the INSIGHTS staff.

### Kids Can Community Advocates

Kids Can is an interactive child abuse prevention workshop presented in school and child care settings. Children learn self protection through assertiveness skills, peer support and securing assistance from adults and peers. Kids Can is a three-fold model addressing school/care staff, parents/primary caregivers as well as the children themselves.

Through dramatic role playing and guided group discussion children talk about problems. In the safety of their classroom children discuss skills and strategies that can be used to try and solve hard or uncomfortable problems. And through role play children have the opportunity of trying out new skills. After the workshop there is a "safe time" where children can talk to the presentors about problems bothering them on a one-to-one basis. It is at this time many children disclose abuse. When the abuse requires reporting, Kids Can staff are able to assist appropriate school/care staff in the process of reporting.

This contract year Kids Can has made a concerted effort to reach younger children. In the period between July through March, the program involved over 5,000 children. Of these 1309 were five years of age or younger. The highest number of disclosures are for physical abuse, past sexual abuse, and problems with bullies. Of children disclosing during this time period, one per cent required reporting to CSD.

4/4/89  
Jelanna Wood

LC 3882  
Rough Draft  
3/31/89 (KB/bg)

# DRAFT

## SUMMARY

Changes Juvenile Services Commission to Oregon Youth Services Commission. Authorizes commission to expand programs for youth.

### A BILL FOR AN ACT

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Relating to the Youth Services Commission; creating new provisions; amending ORS 417.400, 417.405, 417.420, 417.425, 417.430, 417.440, 417.445, 417.475 and 417.490; and appropriating money.

Be It Enacted by the People of the State of Oregon:

SECTION 1. The Legislative Assembly finds that:

(1) Programs involving children require coordination between the age groups being served and the nature of and need for services.

(2) The Oregon Youth Services Commission is an effective agency for coordinating many of the services by reviewing local grant applications while leaving the providing of services to the community.

SECTION 2. ORS 417.400 is amended to read:

417.400. ORS ~~417.405~~ 417.400 to 417.490 shall be known and may be cited as the "*Community Juvenile* Oregon Youth Services Act."

SECTION 3. ORS 417.405 is amended to read:

417.405. As used in ORS 417.400 to 417.490, unless the context requires otherwise:

(1) "Child" means a person who is six years of age or younger.

~~(1)~~ (2) "Commission" means the Oregon Youth *Juvenile* Services Commission.

~~(2)~~ (3) "County" means a county or two or more counties which have combined to provide services to juveniles.

~~(3)~~ (4) "Juvenile" means a person who is:

NOTE: Matter in bold face in an amended section is new; matter *(italic and bracketed)* is existing law to be omitted.

1 (a) Less than 18 years of age and has not been permanently remanded to  
2 criminal court pursuant to ORS 419.533 (6) or emancipated pursuant to ORS  
3 109.555; or

4 (b) Eighteen to 20 years of age and is under the jurisdiction of the juve-  
5 nile court.

6 [(4)] (5) "Lay citizen" means a person who is not employed by, or receiv-  
7 ing remuneration from, a court, a law enforcement agency or a public or  
8 private agency offering direct services to juveniles.

9 [(5) "*Plan*" means the comprehensive juvenile services plan required by  
10 ORS 417.420.]

11 (6) "Program" means those programs and services described in ORS  
12 417.415.

13 (7) "State agencies" means state agencies as defined in ORS 291.002.

14 SECTION 4. ORS 417.475 is amended to read:

15 417.475. (1) There is created a [*Juvenile*] Oregon Youth Services Com-  
16 mission consisting of a chairperson and [*eight*] 10 members appointed by the  
17 Governor. A majority of the commission, including the chairperson, shall be  
18 lay citizens. Employees of state agencies shall not be appointed to the com-  
19 mission.

20 (2) The commission may appoint [*members of*] such advisory committees  
21 as it considers necessary to assist it in the performance of its duties.

22 SECTION 5. (1) A "Great Start" advisory committee is established for  
23 children's programs and shall consist of \_\_\_\_\_ members selected from the  
24 various geographic areas of the state. Appointments shall be based on a  
25 demonstrated interest in and knowledge of children's programs, and shall  
26 include persons who are parents, child care providers, early childhood edu-  
27 cation specialists, health care providers and representatives of the public  
28 school system. Members shall be appointed by and serve at the pleasure of  
29 the Governor.

30 (2) The advisory committee shall review all applications for contracts  
31 submitted and shall recommend appropriate action on such applications be-

1 fore forwarding them to the Oregon Youth Services Commission for final  
2 action. The advisory committee shall advise the commission as it finds nec-  
3 essary regarding any application or contract subject to section \_\_\_\_\_ of this  
4 1989 Act.

5 (3) Members of the advisory committee shall receive no compensation for  
6 their services. Members of the advisory committee other than members em-  
7 ployed in full-time public service shall be reimbursed by the commission for  
8 their actual and necessary expenses incurred in the performance of their  
9 duties. Such reimbursements shall be subject to the provisions of ORS 292.210  
10 to 292.288. Members of the advisory committee who are employed in full-time  
11 public service may be reimbursed for their actual and necessary expenses  
12 incurred in the performance of their duties by their employing agency.

13 (4) The advisory committee shall meet at least once every three months  
14 and at such other times as may be specified by the chairperson or a majority  
15 of the advisory committee.

16 SECTION 6. (1) A juvenile services advisory committee is established for  
17 the juvenile services portion of the Oregon Youth Services Commission pro-  
18 gram and shall consist of \_\_\_\_\_ members selected from the various ge-  
19 ographic areas of the state. Appointments shall be based on a demonstrated  
20 interest in and knowledge of juvenile services programs. Members shall be  
21 appointed by and serve at the pleasure of the Governor.

22 (2) The advisory committee shall review all applications for juvenile ser-  
23 vices contracts submitted and shall recommend appropriate action on such  
24 applications before forwarding them to the Oregon Youth Services Commis-  
25 sion for final action. The advisory committee shall advise the commission  
26 as it finds necessary regarding any application or contract for juvenile ser-  
27 vices.

28 (3) Members of the advisory committee shall receive no compensation for  
29 their services. Members of the advisory committee other than members em-  
30 ployed in full-time public service shall be reimbursed by the commission for  
31 their actual and necessary expenses incurred in the performance of their

1 duties. Such reimbursements shall be subject to the provisions of ORS 292.210  
2 to 292.288. Members of the advisory committee who are employed in full-time  
3 public service may be reimbursed for their actual and necessary expenses  
4 incurred in the performance of their duties by their employing agency.

5 (4) The advisory committee shall meet at least once every three months  
6 and at such other times as may be specified by the chairperson or a majority  
7 of the advisory committee.

8 SECTION 7. (1) A "Student Retention Initiative" advisory committee is  
9 established for student retention programs and shall consist of \_\_\_\_\_ mem-  
10 bers selected from the various geographic areas of the state. Appointments  
11 shall be based on a demonstrated interest in and knowledge of alcohol and  
12 drug programs, education, health, job training, student retention programs,  
13 law enforcement and children's services programs. Members shall be ap-  
14 pointed by and serve at the pleasure of the Governor.

15 (2) The advisory committee shall review all applications for contracts  
16 submitted for student retention programs and shall recommend appropriate  
17 action on such applications before forwarding them to the Oregon Youth  
18 Services Commission for final action. The advisory committee shall advise  
19 the commission as it finds necessary regarding any application or contract  
20 for student retention programs.

21 (3) Members of the advisory committee shall receive no compensation for  
22 their services. Members of the advisory committee other than members em-  
23 ployed in full-time public service shall be reimbursed by the commission for  
24 their actual and necessary expenses incurred in the performance of their  
25 duties. Such reimbursements shall be subject to the provisions of ORS 292.210  
26 to 292.288. Members of the advisory committee who are employed in full-time  
27 public service may be reimbursed for their actual and necessary expenses  
28 incurred in the performance of their duties by their employing agency.

29 (4) The advisory committee shall meet at least once every three months  
30 and at such other times as may be specified by the chairperson or a majority  
31 of the advisory committee.

1 SECTION 8. It is declared to be the legislative policy of the State of  
2 Oregon to aid in the establishment of local children services programs and  
3 finance such programs on a continuing basis with appropriations from the  
4 General Fund. The intended purposes of sections \_\_\_\_\_ to \_\_\_\_\_ of this 1989  
5 Act are to develop state-wide standards for children services through the  
6 Oregon Youth Services Commission; assist in the provision of appropriate  
7 prevention, early intervention and early childhood education; encourage co-  
8 ordination of the elements of the children's services system; and provide an  
9 opportunity for local involvement in developing community services for  
10 children so that the following objectives may be obtained:

11 (1) The family unit shall be preserved;

12 (2) Intervention occurs as early as possible when needed and shall be  
13 limited to those actions which are necessary and utilize the least restrictive  
14 and most effective and appropriate resources;

15 (3) The family shall be encouraged to participate actively in whatever  
16 treatment is afforded a child;

17 (4) Community programs shall be fostered over centralized state programs;  
18 and

19 (5) Community involvement is an integral part of planning and imple-  
20 mentation of programs.

21 SECTION 9. Beginning September 1, 1989, and each fiscal year there-  
22 after, the Oregon Youth Services Commission shall make grants in accord-  
23 ance with the provisions of sections \_\_\_\_\_ to \_\_\_\_\_ of this 1989 Act to  
24 assist counties in the implementation and operation of programs for children  
25 including, but not limited to programs for child care, early childhood edu-  
26 cation, prenatal and other health care, teen pregnancy prevention, child  
27 abuse prevention and treatment and parent education and support.

28 SECTION 10. (1) A county may apply to the Oregon Youth Services  
29 Commission in a manner and form prescribed by the commission for funds  
30 made available under sections \_\_\_\_\_ to \_\_\_\_\_ of this 1989 Act. The applica-  
31 tion shall include a comprehensive Great Start plan covering services de-

1 scribed in section \_\_\_\_\_ of this Act. On request, the commission shall  
2 provide consultation and technical assistance to counties to aid in the de-  
3 velopment and implementation of Great Start plans.

4 (2) After approval of the Great Start plan by the commission, the county  
5 may receive moneys for the operation of the plan by notifying the commis-  
6 sion in the form of a resolution by the appropriate board of county commis-  
7 sioners.

8 (3) All Great Start plans shall comply with rules adopted pursuant to ORS  
9 417.490 and shall include, but need not be limited to:

10 (a) A description of the programs of public and private agencies within  
11 the county which offer services to children including those programs which  
12 have a significant prevention and early intervention aspect or objective;

13 (b) The manner in which each proposed program is to be provided and a  
14 demonstration of the need for each program, its purpose, administrative  
15 structure, staffing, proposed budget, degree of community involvement, client  
16 participation and duration;

17 (c) The manner in which the policies of ORS 417.410 and the requirements  
18 of ORS 417.430 are to be met;

19 (d) The manner in which counties that jointly apply for participation  
20 under ORS 417.400 to 417.490 are to operate a coordinated Great Start pro-  
21 gram;

22 (e) The manner in which the community youth services commission is to  
23 participate in planning juvenile services;

24 (f) The manner in which public and private agencies within the county  
25 are to be notified of the availability of funds and the opportunity to partic-  
26 ipate under sections \_\_\_\_\_ to \_\_\_\_\_ of this 1989 Act;

27 (g) Provisions for administering moneys awarded under sections \_\_\_\_\_ to  
28 \_\_\_\_\_ of this 1989 Act;

29 (h) Criteria which shall be used in evaluating programs pursuant to ORS  
30 417.490 (1)(f); and

31 (i) Description of community involvement in the planning process and in

1 implementation of programs.

2 (4) Counties shall give consideration to contracting with private nonprofit  
3 agencies for provision of children's services and shall notify such agencies  
4 of the availability of funds under sections \_\_\_\_\_ to \_\_\_\_\_ of this 1989 Act.

5 (5) No amendment to or modification of an approved Great Start plan  
6 which involves more than five percent of the moneys awarded to a county  
7 in a fiscal year shall be placed in effect without prior approval of the com-  
8 mission.

9 (6) Any county that receives funds under sections \_\_\_\_\_ to \_\_\_\_\_ of this  
10 1989 Act may terminate its participation at the end of any month by deliv-  
11 ering a resolution of its board of commissioners to the commission not less  
12 than 120 days before the termination date.

13 (7) If a county terminates its participation under sections \_\_\_\_\_ to  
14 \_\_\_\_\_ of this 1989 Act, the unexpended and unobligated funds made avail-  
15 able to the county under section \_\_\_\_\_ of this 1989 Act shall revert to the  
16 commission.

17 SECTION 11. (1) Funds for Great Start programs shall consist of pay-  
18 ments from moneys appropriated therefor to the Oregon Youth Services  
19 Commission by the Legislative Assembly. Prior to April 1 of each odd-  
20 numbered year, the commission shall determine each county's estimated  
21 percentage share of the amount to be appropriated for the purposes of this  
22 subsection. The determination shall be based upon each county's respective  
23 share of resident children, determined in accordance with rules adopted by  
24 the commission, except that a minimum annual grant of \$\_\_\_\_\_ shall be  
25 provided to each participating county. In those cases where two or more  
26 counties have combined to deliver services to children, the counties shall not  
27 receive less as a group than they would have received if each county had  
28 participated separately.

29 (2) The numbers of resident children for each county shall be certified to  
30 the commission by January 1 of each odd-numbered year by the Center for  
31 Population Research and Census.

1 SECTION 12. (1) A county which accepts funds for Great Start plans  
2 under sections \_\_\_\_\_ to \_\_\_\_\_ of this 1989 Act shall:

3 (a) Within a reasonable time comply, or show substantial progress toward  
4 compliance, with the standards and reporting procedures established by the  
5 Oregon Youth Services Commission pursuant to ORS 417.490 (1)(c) and (e).

6 (b) Insure that the following services be provided by the county or other  
7 public or private agencies:

8 (A)

9 (B)

10 (C)

11 (2) Subject to the approval of the commission, a county receiving funds  
12 for Great Start plans under sections \_\_\_\_\_ to \_\_\_\_\_ of this 1989 Act may  
13 assume responsibility for some portion of those services currently provided  
14 by the Children's Services Division. Such services shall be limited to those  
15 which may be appropriately assumed by the county, with due consideration  
16 given both to the costs incurred by the county in providing the services and  
17 the effect on the treatment quality. The services may include child care,  
18 parent training and support, \_\_\_\_\_, \_\_\_\_\_.

19 SECTION 13. (1) The Oregon Youth Services Commission shall review  
20 periodically the performance of counties' Great Start plans funded under  
21 sections \_\_\_\_\_ to \_\_\_\_\_ of this 1989 Act. If the commission determines that  
22 there are reasonable grounds to believe that a county is not in substantial  
23 compliance with its Great Start plan, the commission, after giving the county  
24 not less than 120 days' notice, shall conduct a public hearing to ascertain  
25 whether there is substantial compliance or satisfactory progress being made  
26 toward compliance. After the hearing, the commission may withhold any  
27 portion of those funds made available to the county under sections \_\_\_\_\_  
28 to \_\_\_\_\_ of this 1989 Act until the required compliance occurs.

29 (2) Funds received by a county under sections \_\_\_\_\_ to \_\_\_\_\_ of this 1989  
30 Act shall not be used to replace county general fund moneys, other than  
31 federal or state funds, currently being used by the county for existing pro-

1 grams for children.

2 (3) Funds received under sections \_\_\_\_\_ to \_\_\_\_\_ of this 1989 Act shall  
3 not be used for capital construction or the acquisition of facilities.

4 SECTION 14. ORS 417.420 is amended to read:

5 417.420. (1) A county may apply to the Oregon Youth Services Com-  
6 mission in a manner and form prescribed by the commission for funds made  
7 available under ORS 417.400 to 417.490. The application shall include a  
8 comprehensive juvenile services plan covering services described in ORS  
9 417.415. On request, the commission shall provide consultation and technical  
10 assistance to counties to aid in the development and implementation of ju-  
11 venile services plans.

12 (2) After approval of the juvenile services plan by the commission, the  
13 county may receive moneys for the operation of the plan by notifying the  
14 commission in the form of a resolution by the appropriate board of county  
15 commissioners.

16 (3) All juvenile services plans shall comply with rules adopted pursuant  
17 to ORS 417.400 to 417.490 and shall include, but need not be limited to:

18 (a) A description of the programs of public and private agencies within  
19 the county which offer services to juveniles at various age levels, including  
20 those programs which have a significant delinquency prevention aspect or  
21 objective;

22 (b) The manner in which each proposed juvenile program will be provided  
23 and a demonstration of the need for each program, its purpose, administra-  
24 tive structure, staffing, proposed budget, degree of community involvement,  
25 client participation and duration;

26 (c) The manner in which the policies of ORS 417.410 and the requirements  
27 of ORS 417.430 will be met;

28 (d) The manner in which counties that jointly apply for participation  
29 under ORS 417.400 to 417.490 will operate a coordinated juvenile services  
30 program;

31 (e) The manner in which the community juvenile services commission will

1 participate in planning juvenile services;

2 (f) The manner in which public and private agencies within the county  
3 will be notified of the availability of funds and the opportunity to participate  
4 under ORS 417.400 to 417.490;

5 (g) Provisions for administering moneys awarded under ORS 417.400 to  
6 417.490; [and]

7 (h) Criteria which shall be used in evaluating programs pursuant to ORS  
8 417.490 (1)(f); and [.]

9 (i) Description of community involvement in the planning process  
10 and implementation of programs.

11 (4) That portion of a juvenile services plan dealing with the adminis-  
12 tration, procedures and programs of the juvenile court and the county juve-  
13 nile department shall not be submitted to the commission without the  
14 concurrence of the presiding judge of the court having jurisdiction in juve-  
15 nile cases.

16 (5) Counties shall give consideration to contracting with private nonprofit  
17 agencies for provision of juvenile services and shall notify such agencies of  
18 the availability of funds under ORS 417.400 to 417.490.

19 (6) No amendment to or modification of an approved juvenile services  
20 plan which involves more than five percent of the moneys awarded to a  
21 county in a fiscal year shall be placed in effect without prior approval of the  
22 commission.

23 (7) Any county that receives funds under ORS 417.400 to 417.490 may  
24 terminate its participation at the end of any month by delivering a resolution  
25 of its board of commissioners to the commission not less than 120 days before  
26 the termination date.

27 (8) If a county terminates its participation under ORS 417.400 to 417.490,  
28 the unexpended and unobligated funds made available to the county under  
29 ORS 417.415 shall revert to the commission.

30 SECTION 15. ORS 417.425 is amended to read:

31 417.425. (1) Funds for juvenile programs offered under ORS 417.415 shall

1 . consist of payments from moneys appropriated therefor to the Oregon  
2 Youth Services Commission by the Legislative Assembly. The commission  
3 shall prior to April 1 of each odd-numbered year determine each county's  
4 estimated percentage share of the amount to be appropriated for the purposes  
5 of this subsection. Such determination shall be based upon each county's  
6 respective share of resident juveniles under [*the age of*] 18 years of age in  
7 accordance with rules adopted by the commission, except that a minimum  
8 annual grant of \$20,000 shall be provided to each participating county. In  
9 those cases where two or more counties have combined to deliver services  
10 to juveniles, the counties shall not receive less as a group than they would  
11 have received if each county had participated separately.

12 (2) The numbers of resident juveniles under [*the age of*] 18 years of age  
13 for each county shall be certified to the commission by January 1 of each  
14 odd-numbered year by the Center for Population Research and Census.

15 SECTION 16. ORS 417.430 is amended to read:

16 417.430. (1) A county which accepts funds for juvenile services plans  
17 under ORS 417.400 to 417.490 shall:

18 (a) Within a reasonable time comply, or show substantial progress toward  
19 compliance, with the standards and reporting procedures established by the  
20 Oregon Youth Services Commission pursuant to ORS 417.490 (1)(c) and (e).

21 (b) Insure that the following services be provided by the county juvenile  
22 department or other public or private agencies:

23 (A) Twenty-four hour intake screening services or accessibility to such  
24 services for juveniles referred to the county juvenile department;

25 (B) Family crisis intervention services;

26 (C) A program to divert juveniles from the juvenile justice system;

27 (D) A program of alternatives to juvenile court detention; and

28 (E) A program to provide services to juveniles who are alleged to have  
29 committed acts which would not be offenses if committed by adults.

30 (2) Subject to the approval of the commission, a county receiving funds  
31 under ORS 417.400 to 417.490 may assume responsibility for some portion of

1 those services currently provided by the Children's Services Division. Such  
2 services shall be limited to those which may be appropriately assumed by the  
3 county, with due consideration given both to the costs incurred by the  
4 county in providing the services and the effect on the treatment quality, and  
5 which involve juveniles who are alleged, or have been found, to be within  
6 the jurisdiction of the juvenile court for one or more of the acts specified in  
7 ORS 419.476 (1)(a), (b), (c) or (f) when the juvenile's own behavior is such  
8 as to endanger the juvenile's welfare or the welfare of another.

9 SECTION 17. ORS 417.440 is amended to read:

10 417.440. (1) The Oregon Youth Services Commission shall review peri-  
11 odically the performance of counties' [*participating*] juvenile services plans  
12 funded under ORS 417.400 to 417.490. If the commission determines that  
13 there are reasonable grounds to believe that a county is not in substantial  
14 compliance with its plan, the commission, after giving the county not less  
15 than 120 days' notice, shall conduct a public hearing to ascertain whether  
16 there is substantial compliance or satisfactory progress being made toward  
17 compliance. After the hearing, the commission may suspend any portion of  
18 those funds made available to the county under ORS 417.400 to 417.490 until  
19 the required compliance occurs.

20 (2) Funds received by a county under ORS 417.400 to 417.490 shall not be  
21 used to replace county general fund moneys, other than federal or state  
22 funds, currently being used by the county for existing programs for juveniles.

23 (3) Funds received for juvenile services plans under ORS 417.400 to  
24 417.490 shall not be used for capital construction or the lease or acquisition  
25 of facilities unless such funds have been awarded under ORS 417.435.

26 SECTION 18. ORS 417.445 is amended to read:

27 417.445. (1) The board of county commissioners of a county that is re-  
28 ceiving, or plans to receive, funds under ORS 417.400 to 417.490 and the  
29 presiding judge of the court having jurisdiction in juvenile cases shall ap-  
30 point a chairperson and at least 11 but not more than 21 other members of  
31 a community [*juvenile*] youth services commission. In choosing the members

1 of the commission, the county commissioners and the judge shall each have  
2 one vote. A majority of the commission, including the chairperson, shall be  
3 lay citizens.

4 (2) Members of a community [*juvenile*] youth services commission shall  
5 be appointed to four-year terms, except that the board of county commis-  
6 sioners shall establish staggered terms for the first persons appointed to such  
7 commission. A member is eligible for reappointment.

8 (3) A community [*juvenile*] youth services commission shall prepare the  
9 county's juvenile services and children services [*plan*] plans and applica-  
10 tion for funds, observe the operation of juvenile and children's services in  
11 the county, make an annual report and develop appropriate recommendations  
12 for improvement or modification of juvenile and children's services to the  
13 county commissioners.

14 (4) The community youth services commission shall appoint great  
15 start advisory committees to assist in making applications for the  
16 children's services plans described in section \_\_\_\_\_ of this 1989 Act,  
17 a juvenile services commission to advise on grant applicants for juve-  
18 nile services plans and a student retention initiative advisory com-  
19 mittee to advise on grant applications for student retention programs.

20 SECTION 19. (1) The Oregon Youth Services Commission shall make  
21 grants to counties to fund student retention initiatives which have as their  
22 goal prevention of student dropouts by identifying youth at risk of leaving  
23 school before graduation and by assisting the youth to overcome the prob-  
24 lems that contribute to their leaving school.

25 (2) The commission shall not require competitive bidding for grants but  
26 may rely on community consensus where local resources are limited. Coun-  
27 ties, school districts, education service districts and other public and private  
28 entities are eligible for grants.

29 SECTION 20. (1) The Oregon Youth Services Commission shall evaluate  
30 the efficiency and effectiveness of programs administered by the Children's  
31 Services Division and the Adult and Family Services Division as they affect

1 delivery of services to youth in their communities.

2 (2) The commission shall report its findings to the regular session of the  
3 Legislative Assembly by submitting copies of its report to the Speaker of the  
4 House of Representatives and to the President of the Senate.

5 (3) The initial report shall be submitted not later than January 1, 1993.

6 SECTION 21. ORS 417.490 is amended to read:

7 417.490. (1) Consistent with the purposes and objectives of ORS 417.400  
8 to 417.490, the commission shall:

9 (a) Administer funds appropriated for juvenile programs, as provided in  
10 ORS 417.425, children's programs, as provided under section \_\_\_\_\_ of  
11 this 1989 Act, and student retention programs as provided under sec-  
12 tion \_\_\_\_\_ of this 1989 Act;

13 (b) Administer funds for capital construction as provided in ORS 417.435;

14 (c) Establish minimum standards of services to be offered by counties re-  
15 ceiving funds under ORS 417.400 to 417.490, including those services set forth  
16 in ORS 417.430 and sections \_\_\_\_\_ and \_\_\_\_\_ of this 1989 Act;

17 (d) Develop proposed standards for juvenile detention facilities as defined  
18 in ORS 169.005 (2) including, but not limited to, standards for physical fa-  
19 cilities, care, programs and disciplinary procedures, for presentation to the  
20 Legislative Assembly; and develop, in consultation with the Department of  
21 Corrections, guidelines pertaining to the operation of such juvenile detention  
22 facilities. The guidelines developed shall be implemented under the pro-  
23 visions of ORS 169.090;

24 (e) Establish a uniform system of reporting and collecting statistical data  
25 from county juvenile departments and other [youth-serving] agencies serving  
26 children and youth under the provisions of this 1989 Act;

27 (f) Establish and operate a state-wide system to monitor and evaluate the  
28 effectiveness of programs provided under ORS 417.400 to 417.490 in prevent-  
29 ing persons from entering the juvenile justice system and in rehabilitating  
30 juvenile offenders;

31 (g) Establish and operate a statewide system to monitor and eval-

1. uate the effectiveness of Great Start programs under sections \_\_\_\_\_  
2 and \_\_\_\_\_ of this 1989 Act in preparing children for school and in-  
3 creasing their ability to learn;

4 (h) Establish and operate a statewide system to monitor and eval-  
5 uate the effectiveness of the Student Retention Initiative programs  
6 under section 19 of this 1989 Act in retaining at-risk youth in school  
7 until graduation.

8 [(g)] (i) Provide consultation services on request to counties, community  
9 juvenile services commissions, juvenile court judges and employes of juvenile  
10 departments and other [youth-serving] agencies serving children and  
11 youth;

12 [(h)] (j) Recommend rules of procedure for juvenile courts;

13 [(i)] (k) Recommend guidelines to be used by the counties for the diver-  
14 sion of juveniles from the juvenile justice system;

15 [(j)] (L) Prepare a biennial report to the Governor and the Legislative  
16 Assembly on those standards, recommendations, guidelines and rules devel-  
17 oped under this section and including recommendations on administrative  
18 and legislative actions which would improve the juvenile justice system;

19 [(k)] (m) Insure widespread citizen involvement in all phases of its work;

20 [(L)] (n) Meet at least once each quarter; and

21 [(m)] (o) Adopt rules in accordance with ORS 183.310 to 183.550.

22 (2) Consistent with the purposes and objectives of ORS 417.400 to 417.490  
23 and within the limits of available time and appropriations, the commission  
24 may:

25 (a) Recommend standards of administrative procedures for county juvenile  
26 departments, including, but not limited to, procedures for intake, detention,  
27 petition filing and probation supervision;

28 (b) Recommend minimum professional standards, including requirements  
29 for continuing professional training, for employes of county juvenile depart-  
30 ments and other youth-serving agencies;

31 (c) Recommend curricula for, and cause to have conducted, training ses-

1 sions for juvenile court judges and employes of county juvenile departments  
2 and other youth-serving agencies;

3 (d) Collect data annually on county juvenile department staffing, salaries,  
4 classifications and budgets;

5 (e) Assist and advise state and local agencies in the establishment of  
6 volunteer training programs and the utilization of volunteers; and

7 (f) Apply for and receive funds from federal and private sources for car-  
8 rying out the purposes of ORS 417.400 to 417.490.

9 (3) In formulating and adopting the standards, recommendations, guide-  
10 lines and rules provided for in this section, the commission shall consider  
11 the differences among counties in population, geography and the availability  
12 of local resources.

13 SECTION 22. (1) The amendments to ORS 417.475 by section 4 of this  
14 Act are intended to change the name of the Juvenile Services Commission  
15 to the Oregon Youth Services Commission.

16 (2) For the purpose of harmonizing and clarifying statute sections pub-  
17 lished in Oregon Revised Statutes, the Legislative Counsel may substitute for  
18 words designating the Juvenile Services Commission, wherever they occur in  
19 Oregon Revised Statutes, other words designating the Oregon Youth Services  
20 Commission to which such duties, functions or powers are transferred.

21 SECTION 23. In addition to and not in lieu of any other appropriation,  
22 there is appropriated to the Oregon Youth Services Commission, for the  
23 biennium ending June 30, 1991, out of the General Fund, the sum of \$8  
24 million to be awarded to counties for the purpose of providing Great Start  
25 grants under sections \_\_\_\_\_ to \_\_\_\_\_ of this Act.

26 SECTION 24. Sections \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ of this Act are repealed  
27 on June 30, 1993.

28

4/4/89  
*Jeanne Wood*

# Early Help for Kids at Risk: Our Nation's Best Investment

BY OWEN B. BUTLER

Early childhood programs can greatly increase some children's chance of eventual success. But how much would such programs cost—and who's willing to pay for them?

Each year, nearly 1 million children drop out of the nation's public schools. Most are marginally literate and virtually unemployable. Thousands of others graduate, but they lack the literacy levels and skills they need to qualify for productive employment. Many of these teens fall prey to a variety of social ills, including drug abuse and crime. Many become parents without first learning how to take care of themselves, thus perpetuating the cycle of poverty and failure.

Each year's class of dropouts costs this nation more than \$240 billion in lost earnings and foregone taxes over



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their lifetimes. Billions more will be spent on crime control and on welfare, health care, and other social services.

If we as a nation do not change the way we deal with children born into poverty, discrimination, or neglect, the United States will face the certainty of a permanent and growing underclass. The business and academic

leaders of the Committee for Economic Development (CED) have become convinced that if the United States is to be a "world class" economy in the next century, we had best begin preparing now to have a "world class" work force. The former without the latter is simply an impossibility.

In the last six years, CED's project

on business and the schools has examined how our nation's public education system is serving our society and our nation, producing two studies, *Investing in Our Children: Business and the Public Schools* (1985) and *Children in Need: Investment Strategies for the Educationally Disadvantaged* (1987). Our research has led us to the conclusion that we can rescue most of the children at risk of educational failure if we both improve the schools themselves and address the broader needs of these children and their families in their earliest years. Reform strategies for disadvantaged children that focus on the school system alone are doomed to continue to fail a substantial portion of these youths.

### Early Prevention: the Best Investment

Children born into poverty and neglect often suffer from debilitating deprivations that seriously impair their ability to learn. Early prevention programs for these at-risk children and their parents, starting with prenatal care and including health care, quality day care, and preschool education, help prevent learning disabilities and psychological problems that disrupt later educational efforts.

Intervention in the earliest years is the most cost-effective way to improve the prospects of disadvantaged children. Research shows that the earlier you start, the better. If I learned one thing in my years with Procter & Gamble, it is that building quality into a product from the start is far less costly than fixing your mistakes at the end of the production process.

Long-term studies of children in the Perry Preschool Program in Ypsilanti, Michigan, and the Harlem Head Start program in New York City have found that high-quality preschool education for three- and four-year-olds helped reduce by about half later dropout behavior, criminal involvement, teen pregnancy, welfare dependency, and the need for remedial education.

This reduction in later delinquency saves taxpayers a lot of money. According to the most recent data from the U.S. House of Representatives' Select Committee on Children, Youth,

and Families, preschool programs return \$6 for every \$1 spent. Prenatal care saves \$3.38 for every \$1 spent, and nutrition programs for women and infants return \$3 for every \$1 spent.

We can't afford not to undertake these expenditures. What we spend to prevent lifetime failure is not an expense, it's an investment. By continuing to allow nearly one-third of our children to fail, we will not only impoverish these children, we will impoverish our nation—culturally, politically, and economically.

### An \$11.5 Billion National Prevention Program

Since the release of *Children in Need* in September 1987, I have spent a considerable amount of time discuss-

### Building quality into a product from the start is far less costly than fixing mistakes at the end of the production process.

ing CED's recommendations on early education and prevention programs with government officials, businesspeople, educators, and reporters. Inevitably, the question comes up: "How much is all of this going to cost?" In recent months, we have spent a good deal of time researching that question, and I feel confident that we now have a fairly good picture of what the bottom line will be.

We know that proper prenatal care is the first line of defense against low birth weight, learning disabilities, and physical handicaps. But in 1985, over 850,000 babies were born to mothers who received no prenatal care during the first trimester (see chart below). Most of these women were impoverished, or low-income "working poor." We can provide basic prenatal care for every disadvantaged mother who doesn't now receive it at \$800 per mother. That would cost \$700 million.

Infants and toddlers aged one and two need to participate in child-care

programs that provide enrichment for the children, offer parenting education, and free parents to work. Those programs would, of course, be voluntary. We estimate that half of eligible children would participate in full-day programs, which would cost \$4,800 per child a year, and the rest in half-day programs, which would cost \$3,000. The total cost of providing that kind of care for all disadvantaged toddlers would be \$6.55 billion.

The third part of the program is high quality preschool for three- and four-year-olds—again voluntary. A good quality program costs about \$4,000 a child per year. The total cost of preschool for every disadvantaged child would be \$6.6 billion.

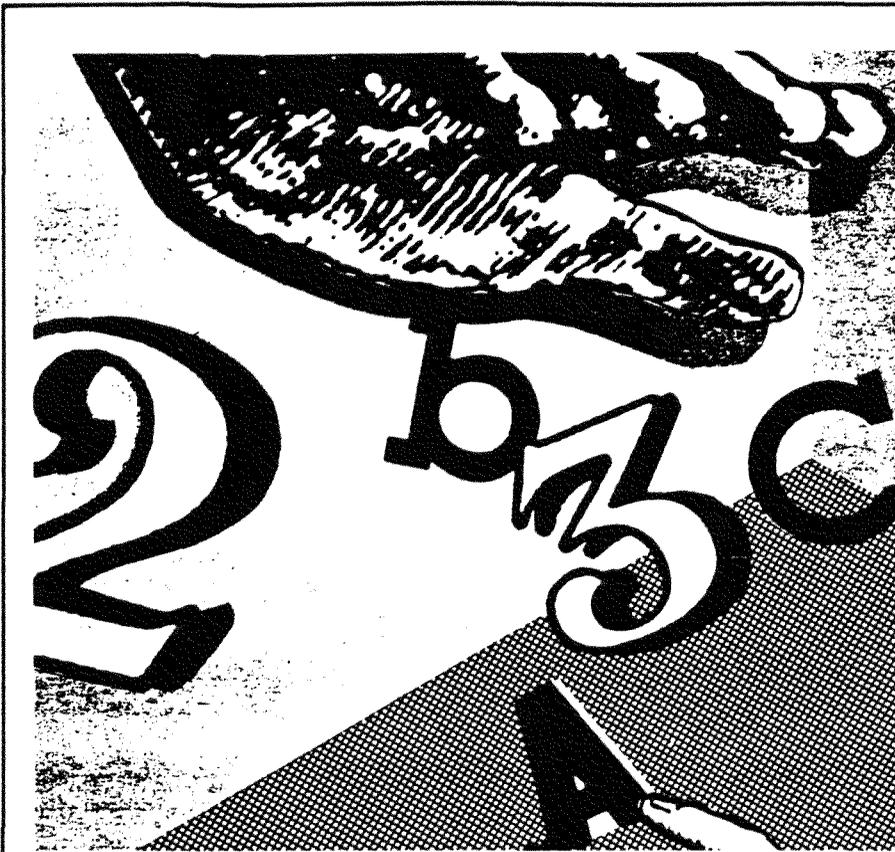
Some federal monies are already appropriated for programs like these, and we would not expect to duplicate them. Currently, we spend \$1.2 billion on Head Start, \$1.1 billion on federally subsidized child care, and \$50 million in Chapter 1 money used by states to fund preschool.

So, if it were possible to implement all the programs we envision at one time for all children, the total cost would be \$11.5 billion in new appropriations. In fact, of course, the price tag for these programs would be considerably less for the first few years. First of all, you can't enroll all eligible children in these programs at once, even if the funds were available. Furthermore, we simply don't have a large enough cadre of trained, qualified teachers and child care workers. But we should move toward a national investment of \$11.5 billion over the next five years.

Is \$11.5 billion a lot of money? Well, it's not much more than one year's cost-of-living increase in Social Security. And it's a mere 7 percent of what we now spend on K-12 education in the United States.

### Who Will Pay?

We at CED think this \$11.5 billion investment would be best funded by a combination of foundation, corporate, and federal, state, and local government sources. While we do expect the federal government to contribute, we do not expect it to be the principal



source of funds, since states have taken on a lead role in education in the past decade. Nevertheless, the federal government should increase funding to the federally based Head Start program, since it is so successful at producing lasting results. Head Start currently serves only 20 percent of eligible children. It should be funded to a level that would permit all eligible children to participate.

As key players in education policy, states have become much more active in the early childhood area. Several years ago, only four states were funding preschool programs, and now 24 do. We think that state leveraging of funds is vital to the success of any preschool effort, and we applaud Senator Kennedy's Smart Start legislation, which requires states to foot part of the bill—up to 50 percent by the third year. Next, we must encourage state leaders to extend their enthusiasm for preschool to other valuable programs, such as prenatal and toddler care, which reach disadvantaged children even earlier.

Local government involvement and support also are crucial. Taxpayers

are beginning to understand that early childhood programs are a good investment that will produce a return many times the initial cost. The American people are not unwilling to spend more money to solve the problem of young people at risk, but they want the funds to go to programs that have been shown to work—and these have. I don't know of an instance where local taxpayers have refused to pass levies specifically designated for early childhood programs.

Private-sector support also is important: it can help bridge gaps in public funding and encourage local collaboration. A model program in Chicago, the Beethoven Project, is funded in part by Irving B. Harris of Pittway Corporation, whose \$600,000 pledge matches a grant from the U.S. Department of Health and Human Services. State and city agencies are also making substantial contributions to the project, which provides health care, day care, and preschool education to children living in the Robert Taylor Homes, the largest and one of the most severely disadvantaged public housing projects in Chicago.

A similar effort in Minneapolis, called Success by 6, was launched last January. Initiated by United Way of Minneapolis, Success by 6 is devising and coordinating a citywide strategy to make prenatal health care, parenting education, quality child care, and preschool programs available to low-income families. The project has also produced a study outlining the local dimensions of the problem and developed an information base available to local organizations interested in the issue. The project, in addition, plans to fund local pilot programs in early childhood development. Success by 6 is directed by a committee of community leaders, including representatives from government, business, labor, and the nonprofit sector, representing a unique citywide collaboration that CED hopes will be emulated in other communities across the country.

### Improving Opportunities For Learning, Teaching

A key reason that disadvantaged children have such a high rate of educational failure is that they often lag in physical and psychological development and may be unprepared to meet the demands of academic learning. Estimates vary, but some studies suggest that as many as one-third of the children eligible to enter kindergarten are not ready to do so. A recent National Governors' Association study concluded that as many as 50 percent of youngsters are placed in grades a year or two ahead of their developmental age.

Teachers deal daily with the consequences of such developmental disadvantage. A trained professional can give special attention to two or three such children without short-changing the rest of the class, but when there are 10 such children, the task becomes nearly impossible.

The greatest impact of early childhood programs on education may be their effect on the rest of the class, the "normal" students who are often robbed of the teacher's attention by disruptive children. Proper nutrition and health care, along with stimulat-

ing day care and preschool education, will enable many more disadvantaged children to enter first grade ready for first grade work, thus giving the rest of the class a chance to learn and the teacher the opportunity to teach. The whole classroom atmosphere, not to mention teacher morale, will improve.

While stressing the value of early preventive measures, CED also recognizes the importance of making schools more effective places of learning. We call for fundamental school restructuring where needed, including school-based management, greater decision-making opportunities for teachers, smaller schools and smaller classes, greater parental involvement, and a variety of social support, health care, and extracurricular programs centered in the schools.

We also recognize the importance of special programs that help at-risk teenagers improve their skills, motivation, and self-esteem. If we don't work with the 8 to 10 million disadvantaged children who are already in the system, then we are headed for real trouble. But if we reach disadvantaged children early enough we can prevent these problems. Strictly from an investment standpoint, early prevention programs will pay the biggest dividends for our nation.

### A Sustained And Coordinated Effort

Some of the changes CED is advocating can be put into place now. Others address fundamental structural weaknesses in our public schools and in our policies toward children and youths. Making these longer-term changes will take a sustained effort and a firm commitment by a broad-based coalition of government, education, business, and community leaders.

Part of this commitment must be a willingness to increase our financial investment in children. An \$11.5 billion early education investment to fund prenatal care, infant and toddler care, and preschool education for every disadvantaged child is the best investment our society can make. The price of action may seem high, but the costs of inaction are far higher.

The business community's concern extends far beyond the narrow dollars-and-cents issues. This is a matter of survival. Whether the nation remains free and prosperous will depend on our ability to give every American child the opportunity to develop to his or her full potential. As business leaders, we believe it is incumbent upon us to become a persuasive voice for the millions of disadvantaged children who cannot speak out for themselves.

### Children in Need: Funds Required For Early Prevention

Program costs	Total (billions)
Prenatal care <sup>1</sup>	
850,000 mothers x \$800 per client	\$ .70
Infant and toddler care <sup>2</sup>	
One- and two-year-olds	
850,000 full day x \$4,800	4.00
850,000 half day x \$3,000	2.55
Preschool <sup>3</sup>	
Three- and four-year-olds	
1,660,000 full day x \$4,000	6.60
<b>Total</b>	<b>\$13.85</b>

### Funds Currently Allocated

Head Start	\$ 1.20
Child care	1.10
Chapter 1 funds allocated to preschool	.05
<b>Total</b>	<b>\$2.35</b>

### Total New Funds Required for Early Prevention \$ 11.50 billion

#### Notes

<sup>1</sup> Estimate based on 3.75 million live births in 1985, of whom 24 percent were born to mothers who received no first trimester care.

<sup>2</sup> Estimate based on number of births in 1985 surviving to age one multiplied by a 23 percent poverty rate for all children under age six.

<sup>3</sup> Based on estimate of number of children in those age groups living in poverty using the 23 percent poverty rate for children under six.

Source: Committee for Economic Development

### For Further Reading

*American Business and the Public School: Case Studies of Corporate Involvement in Public Education.* Marsha Levine and Roberta Trachtman, eds. Teachers College Press, 1988. This book appraises pioneering examples of business-education partnerships that have influenced school funding, programming, and policy at both the national and local levels.

*Business and the Public Schools.* Marsha Levine and Denis P. Doyle, eds. Special issue of the *Peabody Journal of Education*, 1985. This special edition contains research papers on business involvement in the public schools, school financing, vocational education, basic skills training, school management, and national assessment.

*Business and the Schools.* Proceedings of a Symposium on Business and the Schools. Committee for Economic Development, 1984. This symposium brought together business leaders and educators to hear five experts analyze some of the most important issues in the national debate on public school reform.

*CED and Education: National Impact and Next Steps.* Proceedings of a Symposium on CED and Education. Committee for Economic Development, 1988. In this symposium, six distinguished business and academic leaders outline actions that business, government, and education can take to improve the schools and the prospects of disadvantaged children.

*Children in Need: Investment Strategies for the Educationally Disadvantaged.* Committee for Economic Development, 1987. This CED policy statement addresses the special needs of the growing number of disadvantaged children in this country, overlooked by previous educational reforms.

*Investing in Our Children: Business and the Public Schools.* Committee for Economic Development, 1985. This CED policy statement focuses on how business can work with the schools to increase the return on our investment in education.

Legislative Matters

4/4/89  
H/Klein

LC 3882  
Rough Draft  
3/31/89 (KB/bg)

# DRAFT

## SUMMARY

Changes Juvenile Services Commission to Oregon Youth Services Commission. Authorizes commission to expand programs for youth.

### A BILL FOR AN ACT

1 Relating to the Youth Services Commission; creating new provisions;  
2 amending ORS 417.400, 417.405, 417.420, 417.425, 417.430, 417.440, 417.445,  
3 417.475 and 417.490; and appropriating money.  
4

5 Be It Enacted by the People of the State of Oregon:

6 SECTION 1. The Legislative Assembly finds that:

7 (1) Programs involving children require coordination between the age  
8 groups being served and the nature of and need for services.

9 (2) The Oregon Youth Services Commission is an effective agency for co-  
10 ordinating many of the services by reviewing local grant applications while  
11 leaving the providing of services to the community.

12 SECTION 2. ORS 417.400 is amended to read:

13 417.400. ORS ~~417.405~~ 417.400 to 417.490 shall be known and may be cited  
14 as the "[Community Juvenile] Oregon Youth Services Act."

15 SECTION 3. ORS 417.405 is amended to read:

16 417.405. As used in ORS 417.400 to 417.490, unless the context requires  
17 otherwise:

18 (1) "Child" means a person who is six years of age or younger.

19 [(1)] (2) "Commission" means the Oregon Youth [Juvenile] Services  
20 Commission.

21 [(2)] (3) "County" means a county or two or more counties which have  
22 combined to provide services to juveniles.

23 [(3)] (4) "Juvenile" means a person who is:

NOTE: Matter in bold face in an amended section is new; matter (italic and bracketed) is existing law to be omitted.

1 (a) Less than 18 years of age and has not been permanently remanded to  
2 criminal court pursuant to ORS 419.533 (6) or emancipated pursuant to ORS  
3 109.555; or

4 (b) Eighteen to 20 years of age and is under the jurisdiction of the juve-  
5 nile court.

6 [(4)] (5) "Lay citizen" means a person who is not employed by, or receiv-  
7 ing remuneration from, a court, a law enforcement agency or a public or  
8 private agency offering direct services to juveniles.

9 [(5) "Plan" means the comprehensive juvenile services plan required by  
10 ORS 417.420.]

11 (6) "Program" means those programs and services described in ORS  
12 417.415.

13 (7) "State agencies" means state agencies as defined in ORS 291.002.

14 SECTION 4. ORS 417.475 is amended to read:

15 417.475. (1) There is created a [Juvenile] Oregon Youth Services Com-  
16 mission consisting of a chairperson and [eight] 10 members appointed by the  
17 Governor. A majority of the commission, including the chairperson, shall be  
18 lay citizens. Employees of state agencies shall not be appointed to the com-  
19 mission.

20 (2) The commission may appoint [members of] such advisory committees  
21 as it considers necessary to assist it in the performance of its duties.

22 SECTION 5. (1) A "Great Start" advisory committee is established for  
23 children's programs and shall consist of \_\_\_\_\_ members selected from the  
24 various geographic areas of the state. Appointments shall be based on a  
25 demonstrated interest in and knowledge of children's programs, and shall  
26 include persons who are parents, child care providers, early childhood edu-  
27 cation specialists, health care providers and representatives of the public  
28 school system. Members shall be appointed by and serve at the pleasure of  
29 the Governor.

30 (2) The advisory committee shall review all applications for contracts  
31 submitted and shall recommend appropriate action on such applications be-

1 fore forwarding them to the Oregon Youth Services Commission for final  
2 action. The advisory committee shall advise the commission as it finds nec-  
3 essary regarding any application or contract subject to section \_\_\_\_\_ of this  
4 1989 Act.

5 (3) Members of the advisory committee shall receive no compensation for  
6 their services. Members of the advisory committee other than members em-  
7 ployed in full-time public service shall be reimbursed by the commission for  
8 their actual and necessary expenses incurred in the performance of their  
9 duties. Such reimbursements shall be subject to the provisions of ORS 292.210  
10 to 292.288. Members of the advisory committee who are employed in full-time  
11 public service may be reimbursed for their actual and necessary expenses  
12 incurred in the performance of their duties by their employing agency.

13 (4) The advisory committee shall meet at least once every three months  
14 and at such other times as may be specified by the chairperson or a majority  
15 of the advisory committee.

16 SECTION 6. (1) A juvenile services advisory committee is established for  
17 the juvenile services portion of the Oregon Youth Services Commission pro-  
18 gram and shall consist of \_\_\_\_\_ members selected from the various ge-  
19 ographic areas of the state. Appointments shall be based on a demonstrated  
20 interest in and knowledge of juvenile services programs. Members shall be  
21 appointed by and serve at the pleasure of the Governor.

22 (2) The advisory committee shall review all applications for juvenile ser-  
23 vices contracts submitted and shall recommend appropriate action on such  
24 applications before forwarding them to the Oregon Youth Services Commis-  
25 sion for final action. The advisory committee shall advise the commission  
26 as it finds necessary regarding any application or contract for juvenile ser-  
27 vices.

28 (3) Members of the advisory committee shall receive no compensation for  
29 their services. Members of the advisory committee other than members em-  
30 ployed in full-time public service shall be reimbursed by the commission for  
31 their actual and necessary expenses incurred in the performance of their

1 duties. Such reimbursements shall be subject to the provisions of ORS 292.210  
2 to 292.288. Members of the advisory committee who are employed in full-time  
3 public service may be reimbursed for their actual and necessary expenses  
4 incurred in the performance of their duties by their employing agency.

5 (4) The advisory committee shall meet at least once every three months  
6 and at such other times as may be specified by the chairperson or a majority  
7 of the advisory committee.

8 SECTION 7. (1) A "Student Retention Initiative" advisory committee is  
9 established for student retention programs and shall consist of \_\_\_\_\_ mem-  
10 bers selected from the various geographic areas of the state. Appointments  
11 shall be based on a demonstrated interest in and knowledge of alcohol and  
12 drug programs, education, health, job training, student retention programs,  
13 law enforcement and children's services programs. Members shall be ap-  
14 pointed by and serve at the pleasure of the Governor.

15 (2) The advisory committee shall review all applications for contracts  
16 submitted for student retention programs and shall recommend appropriate  
17 action on such applications before forwarding them to the Oregon Youth  
18 Services Commission for final action. The advisory committee shall advise  
19 the commission as it finds necessary regarding any application or contract  
20 for student retention programs.

21 (3) Members of the advisory committee shall receive no compensation for  
22 their services. Members of the advisory committee other than members em-  
23 ployed in full-time public service shall be reimbursed by the commission for  
24 their actual and necessary expenses incurred in the performance of their  
25 duties. Such reimbursements shall be subject to the provisions of ORS 292.210  
26 to 292.288. Members of the advisory committee who are employed in full-time  
27 public service may be reimbursed for their actual and necessary expenses  
28 incurred in the performance of their duties by their employing agency.

29 (4) The advisory committee shall meet at least once every three months  
30 and at such other times as may be specified by the chairperson or a majority  
31 of the advisory committee.

1 SECTION 8. It is declared to be the legislative policy of the State of  
2 Oregon to aid in the establishment of local children services programs and  
3 finance such programs on a continuing basis with appropriations from the  
4 General Fund. The intended purposes of sections \_\_\_\_\_ to \_\_\_\_\_ of this 1989  
5 Act are to develop state-wide standards for children services through the  
6 Oregon Youth Services Commission; assist in the provision of appropriate  
7 prevention, early intervention and early childhood education; encourage co-  
8 ordination of the elements of the children's services system; and provide an  
9 opportunity for local involvement in developing community services for  
10 children so that the following objectives may be obtained:

11 (1) The family unit shall be preserved;

12 (2) Intervention occurs as early as possible when needed and shall be  
13 limited to those actions which are necessary and utilize the least restrictive  
14 and most effective and appropriate resources;

15 (3) The family shall be encouraged to participate actively in whatever  
16 treatment is afforded a child;

17 (4) Community programs shall be fostered over centralized state programs;  
18 and

19 (5) Community involvement is an integral part of planning and imple-  
20 mentation of programs.

21 SECTION 9. Beginning September 1, 1989, and each fiscal year there-  
22 after, the Oregon Youth Services Commission shall make grants in accord-  
23 ance with the provisions of sections \_\_\_\_\_ to \_\_\_\_\_ of this 1989 Act to  
24 assist counties in the implementation and operation of programs for children  
25 including, but not limited to programs for child care, early childhood edu-  
26 cation, prenatal and other health care, teen pregnancy prevention, child  
27 abuse prevention and treatment and parent education and support.

28 SECTION 10. (1) A county may apply to the Oregon Youth Services  
29 Commission in a manner and form prescribed by the commission for funds  
30 made available under sections \_\_\_\_\_ to \_\_\_\_\_ of this 1989 Act. The applica-  
31 tion shall include a comprehensive Great Start plan covering services de-

1 scribed in section \_\_\_\_\_ of this Act. On request, the commission shall  
2 provide consultation and technical assistance to counties to aid in the de-  
3 velopment and implementation of Great Start plans.

4 (2) After approval of the Great Start plan by the commission, the county  
5 may receive moneys for the operation of the plan by notifying the commis-  
6 sion in the form of a resolution by the appropriate board of county commis-  
7 sioners.

8 (3) All Great Start plans shall comply with rules adopted pursuant to ORS  
9 417.490 and shall include, but need not be limited to:

10 (a) A description of the programs of public and private agencies within  
11 the county which offer services to children including those programs which  
12 have a significant prevention and early intervention aspect or objective;

13 (b) The manner in which each proposed program is to be provided and a  
14 demonstration of the need for each program, its purpose, administrative  
15 structure, staffing, proposed budget, degree of community involvement, client  
16 participation and duration;

17 (c) The manner in which the policies of ORS 417.410 and the requirements  
18 of ORS 417.430 are to be met;

19 (d) The manner in which counties that jointly apply for participation  
20 under ORS 417.400 to 417.490 are to operate a coordinated Great Start pro-  
21 gram;

22 ~~(e) The manner in which the community youth services commission is to~~  
23 ~~participate in planning juvenile services;~~

24 (f) The manner in which public and private agencies within the county  
25 are to be notified of the availability of funds and the opportunity to partic-  
26 ipate under sections \_\_\_\_\_ to \_\_\_\_\_ of this 1989 Act;

27 (g) Provisions for administering moneys awarded under sections \_\_\_\_\_ to  
28 \_\_\_\_\_ of this 1989 Act;

29 (h) Criteria which shall be used in evaluating programs pursuant to ORS  
30 417.490 (1)(f); and

31 (i) Description of community involvement in the planning process and in

1 implementation of programs.

2 (4) Counties shall give consideration to contracting with private nonprofit  
3 agencies for provision of children's services and shall notify such agencies  
4 of the availability of funds under sections \_\_\_\_\_ to \_\_\_\_\_ of this 1989 Act.

5 (5) No amendment to or modification of an approved Great Start plan  
6 which involves more than five percent of the moneys awarded to a county  
7 in a fiscal year shall be placed in effect without prior approval of the com-  
8 mission.

9 (6) Any county that receives funds under sections \_\_\_\_\_ to \_\_\_\_\_ of this  
10 1989 Act may terminate its participation at the end of any month by deliv-  
11 ering a resolution of its board of commissioners to the commission not less  
12 than 120 days before the termination date.

13 (7) If a county terminates its participation under sections \_\_\_\_\_ to  
14 \_\_\_\_\_ of this 1989 Act, the unexpended and unobligated funds made avail-  
15 able to the county under section \_\_\_\_\_ of this 1989 Act shall revert to the  
16 commission.

17 SECTION 11. (1) Funds for Great Start programs shall consist of pay-  
18 ments from moneys appropriated therefor to the Oregon Youth Services  
19 Commission by the Legislative Assembly. Prior to April 1 of each odd-  
20 numbered year, the commission shall determine each county's estimated  
21 percentage share of the amount to be appropriated for the purposes of this  
22 subsection. The determination shall be based upon each county's respective  
23 share of resident children, determined in accordance with rules adopted by  
24 the commission, except that a minimum annual grant of \$\_\_\_\_\_ shall be  
25 provided to each participating county. In those cases where two or more  
26 counties have combined to deliver services to children, the counties shall not  
27 receive less as a group than they would have received if each county had  
28 participated separately.

29 (2) The numbers of resident children for each county shall be certified to  
30 the commission by January 1 of each odd-numbered year by the Center for  
31 Population Research and Census.

1 SECTION 12. (1) A county which accepts funds for Great Start plans  
 2 under sections \_\_\_\_\_ to \_\_\_\_\_ of this 1989 Act shall:

3 (a) Within a reasonable time comply, or show substantial progress toward  
 4 compliance, with the standards and reporting procedures established by the  
 5 Oregon Youth Services Commission pursuant to ORS 417.490 (1)(c) and (e).

6 (b) Insure that the following services be provided by the county or other  
 7 public or private agencies:

8 (A)

9 (B)

10 (C)

11 (2) Subject to the approval of the commission, a county receiving funds  
 12 for Great Start plans under sections \_\_\_\_\_ to \_\_\_\_\_ of this 1989 Act may  
 13 assume responsibility for some portion of those services currently provided  
 14 by the Children's Services Division. Such services shall be limited to those  
 15 which may be appropriately assumed by the county; with due consideration  
 16 given both to the costs incurred by the county in providing the services and  
 17 the effect on the treatment quality. The services may include child care,  
 18 parent training and support, \_\_\_\_\_, \_\_\_\_\_.

?

19 SECTION 13. (1) The Oregon Youth Services Commission shall review  
 20 periodically the performance of counties' Great Start plans funded under  
 21 sections \_\_\_\_\_ to \_\_\_\_\_ of this 1989 Act. If the commission determines that  
 22 there are reasonable grounds to believe that a county is not in substantial  
 23 compliance with its Great Start plan, the commission, after giving the county  
 24 not less than 120 days' notice, shall conduct a public hearing to ascertain  
 25 whether there is substantial compliance or satisfactory progress being made  
 26 toward compliance. After the hearing, the commission may withhold any  
 27 portion of those funds made available to the county under sections \_\_\_\_\_  
 28 to \_\_\_\_\_ of this 1989 Act until the required compliance occurs.

29 (2) Funds received by a county under sections \_\_\_\_\_ to \_\_\_\_\_ of this 1989  
 30 Act shall not be used to replace county general fund moneys, other than  
 31 federal or state funds, currently being used by the county for existing pro-

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1 grams for children.

2 (3) Funds received under sections \_\_\_\_\_ to \_\_\_\_\_ of this 1989 Act shall  
3 not be used for capital construction or the acquisition of facilities.

4 SECTION 14. ORS 417.420 is amended to read:

5 417.420. (1) A county may apply to the Oregon Youth Services Com-  
6 mission in a manner and form prescribed by the commission for funds made  
7 available under ORS 417.400 to 417.490. The application shall include a  
8 comprehensive juvenile services plan covering services described in ORS  
9 417.415. On request, the commission shall provide consultation and technical  
10 assistance to counties to aid in the development and implementation of ju-  
11 venile services plans.

12 (2) After approval of the juvenile services plan by the commission, the  
13 county may receive moneys for the operation of the plan by notifying the  
14 commission in the form of a resolution by the appropriate board of county  
15 commissioners.

16 (3) All juvenile services plans shall comply with rules adopted pursuant  
17 to ORS 417.400 to 417.490 and shall include, but need not be limited to:

18 (a) A description of the programs of public and private agencies within  
19 the county which offer services to juveniles at various age levels, including  
20 those programs which have a significant delinquency prevention aspect or  
21 objective;

22 (b) The manner in which each proposed juvenile program will be provided  
23 and a demonstration of the need for each program, its purpose, administra-  
24 tive structure, staffing, proposed budget, degree of community involvement,  
25 client participation and duration;

26 (c) The manner in which the policies of ORS 417.410 and the requirements  
27 of ORS 417.430 will be met;

28 (d) The manner in which counties that jointly apply for participation  
29 under ORS 417.400 to 417.490 will operate a coordinated juvenile services  
30 program;

31 (e) The manner in which the community juvenile services commission will

1 participate in planning juvenile services;

2 (f) The manner in which public and private agencies within the county  
3 will be notified of the availability of funds and the opportunity to participate  
4 under ORS 417.400 to 417.490;

5 (g) Provisions for administering moneys awarded under ORS 417.400 to  
6 417.490; [and]

7 (h) Criteria which shall be used in evaluating programs pursuant to ORS  
8 417.490 (1)(f); and [.]

9 (i) Description of community involvement in the planning process  
10 and implementation of programs.

11 (4) That portion of a juvenile services plan dealing with the adminis-  
12 tration, procedures and programs of the juvenile court and the county juve-  
13 nile department shall not be submitted to the commission without the  
14 concurrence of the presiding judge of the court having jurisdiction in juve-  
15 nile cases.

16 (5) Counties shall give consideration to contracting with private nonprofit  
17 agencies for provision of juvenile services and shall notify such agencies of  
18 the availability of funds under ORS 417.400 to 417.490.

19 (6) No amendment to or modification of an approved juvenile services  
20 plan which involves more than five percent of the moneys awarded to a  
21 county in a fiscal year shall be placed in effect without prior approval of the  
22 commission.

23 (7) Any county that receives funds under ORS 417.400 to 417.490 may  
24 terminate its participation at the end of any month by delivering a resolution  
25 of its board of commissioners to the commission not less than 120 days before  
26 the termination date.

27 (8) If a county terminates its participation under ORS 417.400 to 417.490,  
28 the unexpended and unobligated funds made available to the county under  
29 ORS 417.415 shall revert to the commission.

30 SECTION 15. ORS 417.425 is amended to read:

31 417.425. (1) Funds for juvenile programs offered under ORS 417.415 shall

1 consist of payments from moneys appropriated therefor to the Oregon  
2 Youth Services Commission by the Legislative Assembly. The commission  
3 shall prior to April 1 of each odd-numbered year determine each county's  
4 estimated percentage share of the amount to be appropriated for the purposes  
5 of this subsection. Such determination shall be based upon each county's  
6 respective share of resident juveniles under [the age of] 18 years of age in  
7 accordance with rules adopted by the commission, except that a minimum  
8 annual grant of \$20,000 shall be provided to each participating county. In  
9 those cases where two or more counties have combined to deliver services  
10 to juveniles, the counties shall not receive less as a group than they would  
11 have received if each county had participated separately.

12 (2) The numbers of resident juveniles under [the age of] 18 years of age  
13 for each county shall be certified to the commission by January 1 of each  
14 odd-numbered year by the Center for Population Research and Census.

15 SECTION 16. ORS 417.430 is amended to read:

16 417.430. (1) A county which accepts funds for juvenile services plans  
17 under ORS 417.400 to 417.490 shall:

18 (a) Within a reasonable time comply, or show substantial progress toward  
19 compliance, with the standards and reporting procedures established by the  
20 Oregon Youth Services Commission pursuant to ORS 417.490 (1)(c) and (e).

21 (b) Insure that the following services be provided by the county juvenile  
22 department or other public or private agencies:

23 (A) Twenty-four hour intake screening services or accessibility to such  
24 services for juveniles referred to the county juvenile department;

25 (B) Family crisis intervention services;

26 (C) A program to divert juveniles from the juvenile justice system;

27 (D) A program of alternatives to juvenile court detention; and

28 (E) A program to provide services to juveniles who are alleged to have  
29 committed acts which would not be offenses if committed by adults.

30 (2) Subject to the approval of the commission, a county receiving funds  
31 under ORS 417.400 to 417.490 may assume responsibility for some portion of

1 those services currently provided by the Children's Services Division. Such  
2 services shall be limited to those which may be appropriately assumed by the  
3 county, with due consideration given both to the costs incurred by the  
4 county in providing the services and the effect on the treatment quality, and  
5 which involve juveniles who are alleged, or have been found, to be within  
6 the jurisdiction of the juvenile court for one or more of the acts specified in  
7 ORS 419.476 (1)(a), (b), (c) or (f) when the juvenile's own behavior is such  
8 as to endanger the juvenile's welfare or the welfare of another.

9 SECTION 17. ORS 417.440 is amended to read:

10 417.440. (1) The Oregon Youth Services Commission shall review peri-  
11 odically the performance of counties' [participating] juvenile services plans  
12 funded under ORS 417.400 to 417.490. If the commission determines that  
13 there are reasonable grounds to believe that a county is not in substantial  
14 compliance with its plan, the commission, after giving the county not less  
15 than 120 days' notice, shall conduct a public hearing to ascertain whether  
16 there is substantial compliance or satisfactory progress being made toward  
17 compliance. After the hearing, the commission may suspend any portion of  
18 those funds made available to the county under ORS 417.400 to 417.490 until  
19 the required compliance occurs.

20 (2) Funds received by a county under ORS 417.400 to 417.490 shall not be  
21 used to replace county general fund moneys, other than federal or state  
22 funds, currently being used by the county for existing programs for juveniles.

23 (3) Funds received for juvenile services plans under ORS 417.400 to  
24 417.490 shall not be used for capital construction or the lease or acquisition  
25 of facilities unless such funds have been awarded under ORS 417.435.

26 SECTION 18. ORS 417.445 is amended to read:

27 417.445. (1) The board of county commissioners of a county that is re-  
28 ceiving, or plans to receive, funds under ORS 417.400 to 417.490 and the  
29 presiding judge of the court having jurisdiction in juvenile cases shall ap-  
30 point a chairperson and at least 11 but not more than 21 other members of  
31 a community [juvenile] youth services commission. In choosing the members

1 of the commission, the county commissioners and the judge shall each have  
 2 one vote. A majority of the commission, including the chairperson, shall be  
 3 lay citizens. ?

4 (2) Members of a community [*juvenile*] youth services commission shall  
 5 be appointed to four-year terms, except that the board of county commis-  
 6 sioners shall establish staggered terms for the first persons appointed to such  
 7 commission. A member is eligible for reappointment.

8 (3) A community [*juvenile*] youth services commission shall prepare the  
 9 county's juvenile services and children services [*plan*] plans and applica-  
 10 tion for funds, observe the operation of juvenile and children's services in  
 11 the county, make an annual report and develop appropriate recommendations  
 12 for improvement or modification of juvenile and children's services to the  
 13 county commissioners. meet

14 (4) The community youth services commission shall appoint great  
 15 start advisory committees to assist in making applications for the  
 16 children's services plans described in section \_\_\_\_\_ of this 1989 Act,  
 17 a juvenile services commission to advise on grant applicants for juve-  
 18 nile services plans and a student retention initiative advisory com-  
 19 mittee to advise on grant applications for student retention programs.

20 SECTION 19. (1) The Oregon Youth Services Commission shall make  
 21 grants to counties to fund student retention initiatives which have as their  
 22 goal prevention of student dropouts by identifying youth at risk of leaving  
 23 school before graduation and by assisting the youth to overcome the prob-  
 24 lems that contribute to their leaving school.

25 (2) The commission shall not require competitive bidding for grants but  
 26 may rely on community consensus where local resources are limited. Coun-  
 27 ties, school districts, education service districts and other public and private  
 28 entities are eligible for grants.

29 SECTION 20. (1) The Oregon Youth Services Commission shall evaluate  
 30 the efficiency and effectiveness of programs administered by the Children's  
 31 Services Division and the Adult and Family Services Division as they affect

1 delivery of services to youth in their communities.

2 (2) The commission shall report its findings to the regular session of the  
3 Legislative Assembly by submitting copies of its report to the Speaker of the  
4 House of Representatives and to the President of the Senate.

5 (3) The initial report shall be submitted not later than January 1, 1993.

6 SECTION 21. ORS 417.490 is amended to read:

7 417.490. (1) Consistent with the purposes and objectives of ORS 417.400  
8 to 417.490, the commission shall:

9 (a) Administer funds appropriated for juvenile programs, as provided in  
10 ORS 417.425, children's programs, as provided under section \_\_\_\_\_ of  
11 this 1989 Act, and student retention programs as provided under sec-  
12 tion \_\_\_\_\_ of this 1989 Act;

13 (b) Administer funds for capital construction as provided in ORS 417.435;

14 (c) Establish minimum standards of services to be offered by counties re-  
15 ceiving funds under ORS 417.400 to 417.490, including those services set forth  
16 in ORS 417.430 and sections \_\_\_\_\_ and \_\_\_\_\_ of this 1989 Act;

17 (d) Develop proposed standards for juvenile detention facilities as defined  
18 in ORS 169.005 (2) including, but not limited to, standards for physical fa-  
19 cilities, care, programs and disciplinary procedures, for presentation to the  
20 Legislative Assembly; and develop, in consultation with the Department of  
21 Corrections, guidelines pertaining to the operation of such juvenile detention  
22 facilities. The guidelines developed shall be implemented under the pro-  
23 visions of ORS 169.090;

24 (e) Establish a uniform system of reporting and collecting statistical data  
25 from county juvenile departments and other [youth-serving] agencies serving  
26 children and youth under the provisions of this 1989 Act;

27 (f) Establish and operate a state-wide system to monitor and evaluate the  
28 effectiveness of programs provided under ORS 417.400 to 417.490 in prevent-  
29 ing persons from entering the juvenile justice system and in rehabilitating  
30 juvenile offenders;

31 (g) Establish and operate a statewide system to monitor and eval-

1 uate the effectiveness of Great Start programs under sections \_\_\_\_\_  
2 and \_\_\_\_\_ of this 1989 Act in preparing children for school and in-  
3 creasing their ability to learn;

4 (h) Establish and operate a statewide system to monitor and eval-  
5 uate the effectiveness of the Student Retention Initiative programs  
6 under section 19 of this 1989 Act in retaining at-risk youth in school  
7 until graduation.

8 [(g)] (i) Provide consultation services on request to counties, community  
9 juvenile services commissions, juvenile court judges and employes of juvenile  
10 departments and other [youth-serving] agencies serving children and  
11 youth;

12 [(h)] (j) Recommend rules of procedure for juvenile courts;

13 [(i)] (k) Recommend guidelines to be used by the counties for the diver-  
14 sion of juveniles from the juvenile justice system;

15 [(j)] (L) Prepare a biennial report to the Governor and the Legislative  
16 Assembly on those standards, recommendations, guidelines and rules devel-  
17 oped under this section and including recommendations on administrative  
18 and legislative actions which would improve the juvenile justice system;

19 [(k)] (m) Insure widespread citizen involvement in all phases of its work;

20 [(L)] (n) Meet at least once each quarter; and

21 [(m)] (o) Adopt rules in accordance with ORS 183.310 to 183.550.

22 (2) Consistent with the purposes and objectives of ORS 417.400 to 417.490  
23 and within the limits of available time and appropriations, the commission  
24 may:

25 (a) Recommend standards of administrative procedures for county juvenile  
26 departments, including, but not limited to, procedures for intake, detention,  
27 petition filing and probation supervision;

28 (b) Recommend minimum professional standards, including requirements  
29 for continuing professional training, for employes of county juvenile depart-  
30 ments and other youth-serving agencies;

31 (c) Recommend curricula for, and cause to have conducted, training ses-

1 sions for juvenile court judges and employes of county juvenile departments  
2 and other youth-serving agencies;

3 (d) Collect data annually on county juvenile department staffing, salaries,  
4 classifications and budgets;

5 (e) Assist and advise state and local agencies in the establishment of  
6 volunteer training programs and the utilization of volunteers; and

7 (f) Apply for and receive funds from federal and private sources for car-  
8 rying out the purposes of ORS 417.400 to 417.490.

9 (3) In formulating and adopting the standards, recommendations, guide-  
10 lines and rules provided for in this section, the commission shall consider  
11 the differences among counties in population, geography and the availability  
12 of local resources.

13 SECTION 22. (1) The amendments to ORS 417.475 by section 4 of this  
14 Act are intended to change the name of the Juvenile Services Commission  
15 to the Oregon Youth Services Commission.

16 (2) For the purpose of harmonizing and clarifying statute sections pub-  
17 lished in Oregon Revised Statutes, the Legislative Counsel may substitute for  
18 words designating the Juvenile Services Commission, wherever they occur in  
19 Oregon Revised Statutes, other words designating the Oregon Youth Services  
20 Commission to which such duties, functions or powers are transferred.

21 SECTION 23. In addition to and not in lieu of any other appropriation,  
22 there is appropriated to the Oregon Youth Services Commission, for the  
23 biennium ending June 30, 1991, out of the General Fund, the sum of \$8  
24 million to be awarded to counties for the purpose of providing Great Start  
25 grants under sections \_\_\_\_\_ to \_\_\_\_\_ of this Act.

26 SECTION 24. Sections \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ of this Act are repealed  
27 on June 30, 1993.

28

4/4/89  
Howard Klein

Section I  
Executive Summary

At the request of Forest Amsden, Executive Vice President, Medical Research Foundation of Oregon, we have completed an actuarial study of healthcare cost and utilization levels for the under-age-65 population in the state of Oregon with incomes below the federal poverty level.

We have developed actuarial claims cost models illustrating projected utilization rates and average cost per service for a managed healthcare delivery system. We developed models reflecting both the traditional fee-for-service reimbursement method without discounts and provider reimbursement at current Medicaid discount levels in the state of Oregon. The assumptions reflect expected utilization patterns of the under-age-65 population below the federal poverty level in the state of Oregon. We also developed actuarial claims cost models for a moderately managed healthcare delivery system and for an aggressively managed healthcare delivery system. The models provide a flexible basis and can be readily adjusted to reflect changes in covered services, benefit priorities, provider reimbursement levels, and size of eligible population. The detailed development of the various cost estimates and the actuarial claims cost models are described in later sections of this report.

Our major observations and findings include the following:

- We developed several estimates for fiscal year 1991 annual healthcare costs for the under-age-65 population with incomes below the federal poverty level. The two most critical estimates are:

	<u>Annual Healthcare Cost</u>
Moderately managed healthcare delivery system	\$357 million
Aggressively managed healthcare delivery system	\$329 million

These estimates assume:

1. Only the scope of services described in the Oregon Medicaid Prioritization Project report and outlined in Section III and Appendix B of this report would be reimbursed.
  2. Care would be provided in either a moderately managed or an aggressively managed healthcare delivery system.
  3. Providers will be reimbursed at 100% of normal fees, centered January 1, 1991.
  4. The total number of individuals under age 65 and below the federal poverty level is 180,000.
  5. No administrative costs. The actual program would require a budget for these.
- By negotiating provider discounts, healthcare costs could be significantly reduced. For example, we project an overall 41.5% cost savings (i.e., \$136 million to \$148 million) assuming providers are reimbursed at fee levels reflecting current AFS discount percentages.

- Approximately 82% of all benefits were categorized as priority-10 benefits in the Oregon Medicaid Prioritization Project report. Priorities 7 through 10 accounted for 90% of all benefits. About 98% of all benefits were categorized as priority 4 or higher.
- We assumed that Oregon has 180,000 individuals under age 65 with incomes below the federal poverty level. This population consists of 94,000 ADC Basic and Unemployed eligibles, and 86,000 uninsureds with income below the federal poverty level.
- We believe that an administrative margin of approximately 10% should be added to projected benefit costs to reflect reasonable plan administrative costs (i.e., will likely be in the range of 8-12%). This administrative margin includes case management fees which typically run from 1-2% of healthcare costs. The total costs will equal the sum of benefit costs and the administrative costs plus any margins that might be added to fund the buildup of contingency margins.

Section II includes a definition of the target population. Section III discusses our categorization of the benefits as presented in the Oregon Medicaid Prioritization Project report. Section IV describes how we prepared our basic utilization and cost estimates. Section V summarizes benefit costs by priority level and presents cost estimates assuming application of AFS percentage discounts. We have also included several appendices providing additional detail regarding the target population, plan benefits, detailed cost models, and healthcare delivery system management.

We have enjoyed working on this project and appreciate the assistance of Mark Gibson and Hersh Crawford. Their timely response in answering our questions and providing necessary data was very helpful in allowing us to meet the project deadline.

Table III-1

Priority	Category of Service	Cost Model Line Item(s)
	<b>1. REPRODUCTIVE SERVICES</b>	
	<b>A. Family Planning Services</b>	
10	1. Preconception counseling based upon risk	Other - Family Planning
10	2. Pregnancy testing by health care professionals	Physician - Pathology Physician - Office Visits Other - Family Planning
10	3. Reversible and irreversible methods of contraception	Other - Family Planning
10	4. Genetic counseling and services	Other - Family Planning
10	5. Termination of pregnancy	Hospital Inpatient - Maternity - Nondelivery Hospital Outpatient - Maternity Physician - Maternity - Nondelivery
	<b>B. Prenatal Care</b>	
10	1. Prenatal visits	Physician - Maternity - Delivery
10	2. Counseling and education based upon risk	Other - Family Planning
10	3. Case management and support services	Other - Pre-natal Support
10	4. Lab studies according to risk	Hospital Outpatient - Maternity Physician - Pathology
10	5. Procedures within appropriate categories of risk: ultrasound, stress testing, biophysical profile, genetic screening, amniocentesis, fetal maturity	Hospital Outpatient - Maternity Physician - Pathology
10	<b>C. Labor and Delivery Services in Certified Birth Settings</b>	Hospital Inpatient - Maternity - Mother Hospital Inpatient - Maternity - Well New Born Physician - Deliveries
	<b>D. High Risk Pregnancy Services</b>	
10	1. Antepartum hospitalization only if home care is not possible	Hospital Inpatient - Med/Surg/Psych Physician - Inpatient Visits
10	2. Home care services	Physician - Home Visits Other - Home Health/PDN
3	<b>E. Infertility Counseling and Workup Services</b>	Physician - Infertility Services

Table III-1

Priority	Category of Service	Cost Model Line Item(s)
<b>II. HEALTH PROMOTION AND DISEASE PREVENTION</b>		
10	A. Immunization for all age Groups	Physician - Immunizations
	B. Nutritional Supplements	
10	1. Children/Elderly	Other - Nutrition Supplements - Children/Elderly
9	2. Adults	Other - Nutrition Supplements - Adults
10	C. Periodic Screening for Infants	Physician - Well Baby
9	D. Periodic Focused Screening Based upon Risk	Physician - Physical Exams - Based Upon Risk
7	E. Periodic Screening for All Other Populations	Physician - Physical Exams - All Others
	F. Prevention/Education Programs	
8	1. Programs addressing STDs and teen parenting	Other - Programs Addressing - Teen Parenting/STDs
6	2. Programs addressing smoking cessation and alcohol and drug abuse	Other - Programs Addressing - Smoking/Alcohol/Drugs
5	3. Programs addressing safety and suicide prevention and physical and sexual abuse	Other - Programs Addressing - Safety/Suicide
4	4. Programs targeting eating disorders	Other - Programs Addressing - Eating Disorders

Table III-1

Priority	Category of Service	Cost Model Line Item(s)
III. ACUTE ILLNESSES AND CONDITIONS AND EPISODIC THERAPIES AND TREATMENTS(1)		
A. Diagnosis and Treatment		
10	1. In-hospital care including ICU and CCU	Hospital Inpatient - Med/Surg/Psych Physician - Inpatient Visits Physician - Critical Care
10	2. Emergency and trauma care which is medically appropriate	Hospital Outpatient - Emergency Room Physician - Emergency Room Visits
10	3. Anesthesia and surgery where necessary and medically appropriate	Hospital Inpatient - Med/Surg/Psych Hospital Outpatient - Surgery Physician - Inpatient Surgery Physician - Outpatient Surgery
10	4. Diagnostic and therapeutic radiology and nuclear medicine	Hospital Outpatient - Radiology Physician - Radiology
10	5. Appropriate diagnostics, lab and pathology studies	Hospital Outpatient - Pathology Physician - Pathology
10	6. Medications	Hospital Inpatient - Med/Surg/Psych Other - Prescription Drugs
10	7. Appropriate transport and transfer	Other - Transportation
10	B. In-patient Admissions for Psychiatric Emergencies and Crises	Hospital Inpatient - Med/Surg/Psych Physician - Inpatient Visits
9	C. Physical Therapy with Predictable Return to Full or Acceptable Function	Physician - Physical Medicine - PT/OT
9	D. Various Types of Durable Medical Equipment	Other - Durable Medical Equipment
9	E. Preventive Dentistry for Children (Including Fluoride)	Dental - Preventive - Children
9	F. Restorative Dental Care for Adults where Necessary for Nutrition	Dental - Restorative - Adults
9	G. OT and Speech Therapy with Predictable Return of Full or Acceptable Function	Physician - Physical Medicine - PT/OT
9	H. Eye Exams and Eye Glasses for Children and the Elderly once Every Two Years	Physician - Vision Exams - Children/Elderly Other - Lenses/Contacts - Children/Elderly
9	I. Hearing Exams and Aids for Children and the Elderly once Every Three Years	Physician - Hearing Exams - Children/Elderly Other - Hearing Aids - Children/Elderly
8	J. Orthopedic Procedures for the Replacement of Total Hip for Intractable Pain or Absence of Mobility	Physician - Hip Replacement
8	K. Restorative Dentistry for Children's Permanent Teeth	Dental - Restorative - Children

Table III-1

Priority	Category of Service	Cost Model Line Item(s)
8	L. Restorative Dentistry for Children's Original Teeth, only where Necessary for Nutrition	Dental - Restorative - Children
8	M. Routine Dental Care for the Elderly	Dental - Routine - Elderly
8	N. Necessary Reconstructive Surgery	Hospital Inpatient - Med/Surg/Psych Hospital Outpatient - Surgery Physician - Inpatient Surgery Physician - Outpatient Surgery
7	O. Dentures	Dental - Dentures
7	P. Rehabilitation for Improvement of Function	Physician - Physical Medicine - Rehab.
6	Q. Therapeutic Programs for Alcohol and Drug Abuse	Hospital Inpatient - Alcohol/Drugs Physician - Outpatient Alcohol/Drugs
6	R. Foot Care for the Elderly	Physician - Foot Care - Elderly
5	S. Eye Exams And Glasses For Adults Once Every Two Years	Physician - Vision Exams - Adults Other - Lenses/Contacts - Adults
5	T. Hearing Exams and Aids for Adults Once Every Three Years	Physician - Hearing Exams - Adults Other - Hearing Aids - Adults
4	U. Routine Dental Care for Adults	Dental - Routine - Adults
3	V. Organ Transplantation	Physician - Transplants
1	W. Cosmetic Plastic Surgery	Physician - Cosmetic Surgery

(1) This category also includes the following line items from the cost models which do not have a corresponding subcategory of benefits: office visits, consultations, allergy services, therapeutic injections, diagnostic testing, cardiovascular, and prosthetics.

Table III-1

Priority	Category of Service	Cost Model Line Item(s)
IV. Chronic Disease Management		
10	A. Procedures Therapies or Interventions which can Restore Patients with Chronic Diseases to Near-full or Manageable Levels	This benefit is included in line items throughout the cost model (see priority 10 benefits under Section III)
9	B. Procedures Therapies or Interventions which will Maintain Patients in the Least Restrictive Appropriate Environment	Long Term Care

4/4/89  
Fred Neap

# House Bill 2782

Sponsored by Representative YOUNG (at the request of Washington County)

## SUMMARY

The following summary is not prepared by the sponsors of the measure and is not a part of the body thereof subject to consideration by the Legislative Assembly. It is an editor's brief statement of the essential features of the measure as introduced.

Allows county court to adopt master plans for development of service facilities for all areas within or served by county service district.

Allows county court to enforce such plans by requiring that plans for operation of service facilities be submitted to county court for approval.

Declares emergency, effective on passage.

## A BILL FOR AN ACT

1  
2 Relating to county service districts; amending ORS 451.120 and 451.130; and declaring an emergency.

3 **Be It Enacted by the People of the State of Oregon:**

4 **SECTION 1.** ORS 451.120 is amended to read:

5 451.120. The county court of any county may, for the protection of the health, safety and general  
6 welfare, prepare and adopt coordinated master plans for the development of service facilities:

7 (1) To serve unincorporated areas in the county; and

8 (2) For a service district established under ORS 451.410 to 451.600 and for which the  
9 county court serves as governing body, to serve all areas within or served by the district.

10 **SECTION 2.** ORS 451.130 is amended to read:

11 451.130. After a coordinated master plan has been adopted under ORS 451.120, the county court  
12 may enforce such plan by requiring that plans for the installation or operation of service facilities  
13 in areas under county jurisdiction outside the boundaries of cities or in areas within or served  
14 by a service district be submitted to the county court for approval, and that such installation or  
15 operation shall conform to the master plan.

16 **SECTION 3.** This Act being necessary for the immediate preservation of the public peace,  
17 health and safety, an emergency is declared to exist, and this Act takes effect on its passage.

18

4/4/89  
Fred Neal

Concerns re: P & F for civil process servers and proposal to revise classification system to identify such staff as sworn law enforcement employees:

1. Proposal to utilize classification plan in this way is a fundamental departure from standard industry use of classification plans.
2. Revision of civil process classification to meet P & F definitional requirements runs contrary to classic pay equity concepts. It is precisely the kind of subtle personnel system manipulation which produces compensation disparities between male and female workers performing the same work or work of similar intrinsic value. These positions are currently represented by local 88. Local 88 and the County have agreed to a specific process for the evaluation of these jobs. This action would be contrary to that process.
3. If classification is revised to declare these positions to be law enforcement personnel, the Deputy Sheriffs Association may move to incorporate these individuals into their bargaining unit. (During the first bargaining session this spring the Association identified P & F participation as one criterion of determining whether an individual was performing the duties of a sworn law enforcement officer, a term of art under that labor agreement.) This could place the civil process function under the same jurisdictional constraints as now apply to deputy sheriffs, reducing managerial flexibility. Alternatively, it may produce a jurisdictional dispute between local 88 and the Deputy Sheriffs Association.
4. If the classification is written in a way which portrays these individuals as sworn law enforcement officers, the process servers arguably become law enforcement officers for purposes of binding interest arbitration - and local 88 arguably becomes a "mixed" bargaining unit; i.e., one potentially subject to binding interest arbitration. There is a process for separating out law enforcement from non-law enforcement elements of the bargaining unit, but the process servers would still be subject to arbitration. This would be a major reduction in managerial flexibility for this group.
4. This use of the classification system, and the related implications, have not been directly addressed by the Board, and constitute significant policy questions.

BIDS & REQUESTS  
FOR PROPOSALS



MULTNOMAH COUNTY OREGON

# 16  
4/4/89 pm

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: March 28, 1989  
SUBJECT: FORMAL BIDS AND REQUESTS FOR PROPOSALS SCHEDULED FOR INFORMAL BOARD

BOARD OF  
COUNTY COMMISSIONERS  
1989 MAR 29 PM 2:28  
MULTNOMAH COUNTY  
OREGON

The following Formal Bids and/or Professional Services Request for Proposals (RFPs) are being presented for Board review at the Informal Board on Tuesday, April 4, 1989.

Bid/RFP No.	Description/Buyer	Initiating Department
B61-700-3433	Swim Dock Renovation - Blue Lake Park	DES/Parks
	Buyer: Franna Ritz Ex. 5111	Contact: Nancy Chase Phone: 6010
B77-800-3438	Stark Street Bridge Maintenance Painting	DES/ Transportation
	Buyer: Franna Ritz Ex. 5111	Contact: Bill Neiles Phone: 6785
B39-310-3437	Engineering Reader/Printers	DES
	Buyer: Roger Bruno Ex. 5111	Contact: Bob Pearson Phone: 5050

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.



# MULTNOMAH COUNTY OREGON

## DEPARTMENT OF GENERAL SERVICES

PURCHASING DIVISION  
 2505 S.E. 11TH AVENUE  
 PORTLAND, OREGON 97202  
 (503) 248-5111

GLADYS McCOY  
 COUNTY CHAIR

Formal Bids and Professional Services Requests for Proposals (RFPs) for Informal Board,  
 Tuesday, April 4, 1989.

Continued . . .

Bid/RFP No.	Description/Buyer	Initiating Department
B19-950-3444	Tandem Drum & Drive Compactor	DES
	Buyer: Jan M. Goddard Ex. 5111	Contact: Tom Guiney Phone: 5050
B68-050-3445	Family Planning Items	DHS
	Buyer: Marion Grabarits Ex. 5111	Contact: Ward Evans Phone: 3695
B77-800-3399	Clean & Seal Justice Center	DES/FM
	Buyer: Franna Ritz/Roger Bruno Ex. 5111	Contact: Walter Heil Phone: 5128
		Contact:
	Buyer: Ex. 5111	Phone:
		Contact:
	Buyer: Ex. 5111	Phone:

T0: Daily Journal of Commerce

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

MULTNOMAH COUNTY

Proposals Due: April 18, 1989 at 2:00 P.M.

Proposal No. B19-950-3444

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

Tandem drum, tandem drive, articulating compactor with  
possible sale or trade-in of 10-ton roller

as per specifications on file with the Purchasing Director. No proposal will be received or considered unless the proposal contains a statement by the bidder as part of his bid that the requirements of ORS 279.350 shall be included. Multnomah County reserves the right to reject any or all proposals.

Specifications may be obtained at: Multnomah County Purchasing Section

2505 S.E. 11th Avenue

Portland, OR 97202

(503) 248-5111

Lillie M. Walker, Director  
Purchasing Section

PUBLISH: April 6, 1989

AD2:PURCH2



MULTNOMAH COUNTY OREGON

INVITATION FOR BIDS # B19-950-3444 To be opened 2 P.M. April 18, 1989

SEALED BIDS will be received by the Purchasing Director of Multnomah County in the Ford Building Lobby, 2505 S.E. 11th Avenue, Portland, Oregon, 97202, until 2 P.M. Pacific Time and will be publicly opened and read for furnishing Tandem drum, tandem drive, articulating compactor with possible sale or trade-in of 10-ton roller

in estimated quantities and as per specifications as indicated herein. To insure proper bid identification and handling, USE THE BID ENVELOPE, attached herewith.

Protests to the specifications will not be considered unless detailed in official correspondence to the Purchasing Director and received five (5) days or more prior to the opening date.

As required by ORS 279.021, Multnomah County shall always--price, fitness and quality being equal--prefer supplies, goods, wares, merchandise, manufacturers or produce that has been grown, manufactured or produced in this State and shall next prefer such as have been partially manufactured, grown or produced in this State.

Also the constitutional debt limitation for counties requires any county contract which extends beyond the current fiscal year to be executed subject to future appropriations to fund its provisions, and contract documents will reflect this condition.

Pursuant to Multnomah County Administrative Rules, the County may, in its discretion, waive the bid security requirements of ORS 279.033 for contracts other than those for public improvements. 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 of the aggregate proposal, unless otherwise specified in the space provided below. The successful bidder may be required to furnish a performance bond satisfactory to the Board in the full amount of the contract.

Surety Bond: W A I V E D

The right is expressly reserved to reject any and all bids.

Dated at Portland, Oregon \_\_\_\_\_, 19\_\_.

Board of County Commissioners  
MULTNOMAH COUNTY, OREGON

Publication Dates April 6, 1989

By \_\_\_\_\_  
Lillie M. Walker, Director  
Purchasing Section

To the Board of County Commissioners:

The undersigned proposes to furnish the services herein mentioned at the unit price indicated, all in accordance with the specifications and provisions as herein above set forth, attached hereto and made a part hereof.

In compliance with ORS 279.350 for public works projects and as a part of this bid, the bidder herein agrees to covenant in his contract and it shall be a condition of his bond 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 such 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. If the public officers who make the contract determine at any time that the prevailing rate of wages has not been or is not being paid as required by the contract, they may retain from the moneys due to the contractor an amount sufficient to make up the difference between the wages actually paid and the prevailing rate of wages, and they may also cancel the contract.

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

Delivery to be F.O.B. \_\_\_\_\_ within \_\_\_\_\_ days after receipt of order.

Accompanying this proposal is a \_\_\_\_\_ WAIVED \_\_\_\_\_ in the amount of \_\_\_\_\_ Dollars (\$) which is not less than ten percent of the total amount of this bid.

(Signature of bidder) \_\_\_\_\_  
Legal name of firm or corporation

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

Dated \_\_\_\_\_

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

Address \_\_\_\_\_



PURCHASING DIVISION 503-248-5111  
 2505 S.E. 11TH AVE. PORTLAND, OREGON 97202

VENDOR  
 VENDOR

RETURN MULTNOMAH COUNTY  
 PURCHASING DIVISION  
 TO: 2505 S.E. 11TH AVENUE  
 PORTLAND OR 97202

BID/QUOTATION  
 DATE 03/27/89  
 NAME COMPACTOR  
 NUMBER B199503444

**REQUEST FOR BID/QUOTATION**

OPEN DATE 04/18/89	TO BE QUOTED F.O.B. DESTINATION	TERMS OF PAYMENT BID TO INDICATE
-----------------------	------------------------------------	-------------------------------------

ITEM	MAT ID	QUANTITY	U/M	SPECIFICATIONS	UNIT PRICE	TOTAL PRICE
1		1	EA	NEW, CURRENT STANDARD MODEL OF PRODUCTION TANDEM DRUM TANDEM DRIVE ARTICULATING COMPACTOR PER SPECIFICATIONS.		
2		1	EA	TRADE-IN OR SALE OF 1968 AUSTIN-WESTERN MODEL T-84 10-TON ROLLER. UNIT MAY BE SEEN PRIOR TO BID OPENING AT THE MULTNOMAH COUNTY JOHN B. YEON SHOPS, 1620 SE 190TH AVENUE, PORTLAND, OR 97233. CONTACT DON BAILEY, 248-5265 TO ARRANGE FOR VIEWING APPOINTMENT * THE UNIT SHALL NOT BE TURNED OVER TO THE SUCCESSFUL BIDDER UNTIL APPROXIMATELY FOURTEEN (14) DAYS AFTER DELIVERY AND ACCEPTANCE OF ITEM #1 BY MULTNOMAH COUNTY. MULTNOMAH COUNTY RESERVES THE RIGHT TO: A. ACCEPT TRADE-IN OR PURCHASE OFFER.		



PURCHASING DIVISION 503-248-5111  
 2505 S.E. 11TH AVE. PORTLAND, OREGON 97202

VENDOR  
 VENDOR

RETURN MULTNOMAH COUNTY  
 PURCHASING DIVISION  
 TO: 2505 S.E. 11TH AVENUE  
 PORTLAND OR 97202

BID/QUOTATION  
 DATE 03/27/89  
 NAME COMPACTOR  
 NUMBER B199503444

**REQUEST FOR BID/QUOTATION**

OPEN DATE 04/18/89	TO BE QUOTED F.O.B. DESTINATION	TERMS OF PAYMENT BID TO INDICATE
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ITEM	MAT ID	QUANTITY	U/M	SPECIFICATIONS	UNIT PRICE	TOTAL PRICE
				<p>B. REJECT TRADE-IN OR PURCHASE OFFER.</p> <p>C. AWARD THE BID ON A ALL-OR-NONE BASIS OR BY INDIVIDUAL ITEM AS IN THE BEST INTERESTS OF MULTNOMAH COUNTY. THE RIGHT IS EXPRESSLY RESERVED TO REJECT ANY OR ALL BIDS.</p> <p style="text-align: center;">I N S T R U C T I O N S T O B I D D E R S</p> <p>CLARIFICATION OF SPECIFICATIONS</p> <p>ANY VENDOR REQUIRING FURTHER CLARIFICATION OF THE INFORMATION CONTAINED HEREIN SHOULD SUBMIT SPECIFIC QUESTIONS IN WRITING TO:</p> <p style="padding-left: 40px;">MULTNOMAH COUNTY                      PURCHASING DIVISION                      C/O JAN M. GODDARD                      BUYER                      2505 SE 11TH                      PORTLAND, OR 97202</p> <p>A WRITTEN RESPONSE WILL BE PROVIDED TO THOSE QUESTIONS WHICH ARE DEEMED APPROPRIATE, COPIES OF WHICH WILL BE</p>		



PURCHASING DIVISION 503-248-5111  
 2505 S.E. 11TH AVE. PORTLAND, OREGON 97202

VENDOR  
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ITEM	MAT ID.	QUANTITY	U/M	SPECIFICATIONS	UNIT PRICE	TOTAL PRICE
				<p>SENT TO ALL VENDORS IN RECEIPT OF THIS BID. QUESTIONS WILL NOT BE ANSWERED VERBALLY EXCEPT THOSE WHICH WOULD CLARIFY SPECIFICATIONS AND REQUIREMENTS OF THIS BID AND AND AS FURTHER PROVIDED HEREIN. HOWEVER, ANY ACTIONS OR CHANGES RESULTING FROM THESE COMMUNICATIONS WILL BE FORWARDED TO ALL BIDDERS AS AN ADDENDUM TO THIS BID.</p> <p>ORAL INSTRUCTIONS OR INFORMATION, CONCERNING THE SPECIFICATIONS FOR THE PROJECTS OR REQUIREMENTS, GIVEN OUT BY COUNTY OFFICERS, EMPLOYEES, OR AGENTS TO PROSPECTIVE BIDDERS SHALL NOT BIND THE COUNTY, ANY ADENDA SHALL BE ISSUED BY THE PURCHASING DIRECTOR NOT LATER THAN (5) DAYS PRIOR TO BID OPENING.</p> <p>CANCELLATION OF AWARD</p> <p>MULTNOMAH COUNTY RESERVES THE RIGHT TO CANCEL AWARD OF THE CONTRACT RESULTING FROM THIS BID 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 IT'S BID.</p> <p>EQUIVALENT PRODUCTS</p> <p>PRODUCT BRANDS OR MODELS, IF STATED OR IMPLIED BY</p>		



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**REQUEST FOR BID/QUOTATION**

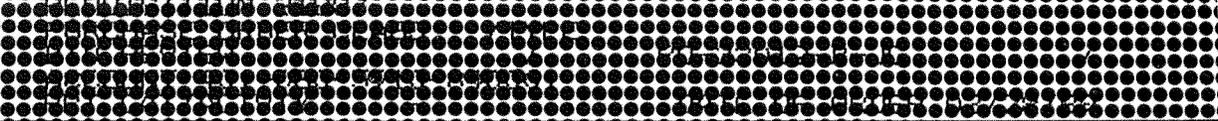
OPEN DATE 04/18/89	TO BE QUOTED F.O.B. DESTINATION	TERMS OF PAYMENT BID TO INDICATE
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ITEM	MAT ID.	QUANTITY	U/M	SPECIFICATIONS	UNIT PRICE	TOTAL PRICE
				<p>THE SPECIFICATIONS, INDICATE TYPE, DESIGN, AND QUALITY DESIRED, AND SHALL NOT RESTRICT BIDDING TO ONE MANUFACTURER. PRODUCTS WHICH MEET OR EXCEED SPECIFICATION REQUIREMENTS FOR DESIGN, QUALITY, AND FUNCTIONAL UTILITY WILL BE CONSIDERED. REF. ORS 279.017</p> <p>IF BID IS FOR AN EQUIVALENT ITEM, INCLUDE DESCRIPTIVE INFORMATION BROCHURE AND/OR SPECIFICATIONS SUFFICIENT FOR THE COUNTY TO MAKE A DETERMINATION AS TO EQUIVALENCY.</p> <p>ANY VARIATIONS FROM SPECIFICATIONS ON EQUIVALENT PRODUCTS MUST BE ITEMIZED. FAILURE TO DO SO MAY CAUSE REJECTION OF THE BID OR REJECTION OF THE UNIT OR PRODUCT AFTER DELIVERY IF UNITEMIZED VARIATIONS ARE FOUND UPON INSPECTION OF THE UNIT.</p> <p>COMPLETION OF FORMS</p> <p>THE BIDDER MUST SUBMIT THE PROPOSAL ON THE PROPOSAL FORM UNIT PRICE COLUMN OPPOSITE THE ITEM NO. BEING BID. THE TOTAL OF EACH LINE ITEM SHOULD BE INDICATED IN THE TOTAL PRICE COLUMN. THE TOTAL OF ALL LINE ITEMS BID SHOULD BE INDICATED IN THE TOTAL PRICE COLUMN AFTER THE LAST LINE ITEM NO. LISTED ON THIS REQUEST. THE BLANK SPACES SHOULD BE COMPLETED IN ACCORDANCE WITH THE APPARENT INTENT.</p>		



PURCHASING DIVISION 503-248-5111  
 2505 S.E. 11TH AVE. PORTLAND, OREGON 97202

VENDOR  
 VENDOR



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 DATE 03/27/89  
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# REQUEST FOR BID/QUOTATION

OPEN DATE 04/18/89	TO BE QUOTED F.O.B. DESTINATION	TERMS OF PAYMENT BID TO INDICATE
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ITEM	MAT ID.	QUANTITY	U/M	SPECIFICATIONS	UNIT PRICE	TOTAL PRICE
<p style="text-align: center;"><b>ATTENTION!</b></p> <p>THE SIGNATURE OF THE BIDDER SUPPORTING THE BID MUST APPEAR IN THE SPACE PROVIDED FOR THIS PURPOSE ON THE COVER PAGE.</p> <p>THE COMPLETE PROPOSAL SHOULD BE SUBMITTED IN ITS ENTIRETY AND SHOULD NOT BE TORN APART.</p> <p>TERMS OF PAYMENT</p> <p>DISCOUNTS FOR EARLY PAYMENT WILL BE CONSIDERED IN AWARDING THE BID IF AT LEAST 20 DAYS ARE ALLOWED FOR MAKING PAYMENT. DISCOUNT TIME SHALL COMMENCE UPON RECEIPT OF MATERIAL/SERVICES OR PROPERLY EXECUTED INVOICE, WHICHEVER IS THE LATER.</p> <p>PLEASE INDICATE TERMS IN SPACE PROVIDED ABOVE ON PAGE 3.</p> <p>IF TERMS ARE NOT INDICATED ON THE BID/QUOTE THE INVOICE(S) WILL BE PAID ON A NET 30 DAYS BASIS.</p> <p>NONAPPROPRIATION</p> <p>THIS CONTRACT IS MADE EXPRESSLY CONDITIONED UPON FUTURE APPROPRIATIONS BY THE BOARD OF COUNTY COMMISSIONERS TO FUND ITS PROVISIONS, TO THE EXTENT THAT PERFORMANCE AND PAYMENT EXTENDS IN TO THE FISCAL YEAR SUBSEQUENT TO THE YEAR OF AWARD.</p>						

Item #1                      One (1) new current standard model of production Tandem  
Drum Tandem Drive Articulating Compactor

GENERAL PROVISIONS

GENERAL  
DESCRIPTION

The unit shall be completed and operational upon delivery. Any component normally offered as standard equipment, or recommended by the manufacturer for the intended use shall meet all applicable laws including Federal O.S.H.A. and Oregon O.S.E.A. Regulations. Any component required to provide a complete, operational and safe unit shall be provided even if it is not specifically specified. Failure to comply with any of these specifications may result in the rejection of the bid.

The apparent silence of this specification and supplemental specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only best commercial practice is to prevail and that only materials and workmanship of first quality are to be used.

Units shall be new (unused), current model of production, and shall be completely prepared for customer delivery through service by a factory franchised dealer prior to delivery. A new unit predelivery inspection and service sheet, properly completed and signed by the service manager of the seller, shall be furnished with each unit. Each unit shall include all inspection coupons, certicards or warranty identification cards furnished to the trade in general in accordance with standard warranty policy.

SPECIFICATIONS

Complete specifications for units will be supplied with the bid.

PARTS & SERVICE

The successful bidder shall have available and shall provide same-day delivery to the Yeon Shops for normal repair parts. Service and warranty repair service shall be available in the greater Portland area. Failure to prove the ability to provide these availability requirements to Multnomah County's Fleet Administrator's satisfaction may result in the rejection of the bid by Multnomah County.

TRAINING

The successful bidder shall provide to Multnomah County, at no additional cost, all training necessary for the safe and efficient operation and maintaining of the unit by Multnomah County personnel.

DELIVERY

The delivery of the unit shall be in a ready-for-operation condition to Multnomah County's Yeon Shops, 1620 S.E. 190th Avenue, Portland, Oregon, 97233, within ninety (90) days from the awarding of the contract. Proof of ability to meet the delivery schedule may be considered in the awarding of the contract.

APPROVED EQUAL

When a specific brand name or model number is specified and approved equal is offered as an alternative, no limitation on other brand names is intended. This is intended to indicate and guarantee a quality level. The alternate must be approved in writing by the Multnomah County Director of Fleet & Electronic Services.

LUBRICANTS

Bidders shall provide Multnomah County with S.A.E. specifications for all lubricants or interchange to lubricants currently used in Multnomah County.

MANUALS

Two operator's manuals, two parts manuals, and two shop repair manuals shall be supplied.

NOTE: Four Hundred Dollars (\$400.00) of contract amount shall be withheld from payment until all manuals are delivered.

WARRANTY

- a. A submission of a bid in response to this invitation shall constitute the manufacturer's and bidder's warranty of the unit offered, including all parts and accessories, for a period of at least three years or 1,000 hours, whichever comes first after the "in-service date". "In-service date" is defined as the day that the unit is put into regular service after installation. Each unit and major component shall carry the manufacturer's normal service and normal warranty policy in conjunction with purchaser's stated warranty and shall include all inspection coupons, certicards or warranty identification cards furnished to the general trade. Said warranty shall be honored by all franchised dealers of that make in the State of Oregon.

- b. If all or any part of this equipment shall prove defective in workmanship or materials, the manufacturer shall replace or repair the part or defect without cost to Multnomah County.
- c. The warranty shall exclude such components as tires, batteries and light bulbs, except as warranted by the manufacturer of said items. It shall also exclude damage to the unit due to operator's abuse.
- d. In an emergency, if the vendor is unable to furnish a serviceman and parts to the job site within 72-hours, the County may elect to have emergency repairs made and hold the damaged parts for the vendor's inspection, together with sufficient documents to justify or verify the repairs, and the vendor shall reimburse the County for all costs therein.
- e. Warranty adjustments will not necessarily be confined to the above limits. Malfunction of parts or failure discovered beyond the above warranty, which are reasonably attributable to a manufacturing fault not revealed during the initial period, shall be corrected at no cost, or on a cost-sharing basis, depending on the individual case.
- f. The vendor shall not be responsible for damages caused by delay or failure to perform under the terms of the warranty where such delay or failure is due to fire, strikes, Acts of God, legal acts of public authority or demands of the Government in time of war or national emergency.
- g. The bidder shall be responsible for all warranty adjustments.
- h. Any manufacturer's extended warranties available should be offered as options above the bid price.

DETAILED DESCRIPTION

GENERAL

- a. The self-propelled vibrating compactor shall be specifically designed for the compaction of bituminous materials, wearing courses and sub-base materials.

- b. The machine must be capable of achieving density with a production capacity of not less than 250 tons per hour asphalt.
- c. Unit shall be capable of operation from either side with operator having a clear view of both drum edges.
- d. Top of both drums shall be clearly visible to operator from chosen operating position.

COLOR

- a. May be manufacturer's standard production finish.
- b. Where manufacturer's standard production finish is NOT recognized as a normally accepted SAFETY color, unit shall be painted Omaha Orange.

OPERATORS STATION

- a. All operating controls shall be within easy reach from any operator seated position.
- b. All operating condition indicators or gauges shall be clearly visible from any operator seated position.
- c. Operators station shall be fully isolated from units vibratory action.
- d. Unit shall be equipped with all protective railings, hand holds steps and non-skid walkways as necessary to provide for a safe operating environment.
- e. A certified Roll Over Protection System (ROPS) meeting SAE J1040 recommended practice standards is required. (Certification tag shall be so affixed.)
- f. Instrumentation shall include, but not be limited to the following: engine hour meter, oil pressure gauge, water temperature gauge, fuel gauge, ammeter/voltmeter, tachometer, and hydraulic oil temperature gauge. Condition indicators or warning lights are acceptable for all other monitored systems.

FRAME

- a. Compactor shall have an articulated frame.
- b. Articulation angle shall be sufficient to provide an inside drum edge turning radius of not more than 164 inches.

- c. Metal weight and/or operating weight shall be within plus or minus five (5) percent of 20,000 pounds.
- d. Weight distribution shall be not less than 48 percent on either front or rear drum.
- e. Oscillation angle shall be not less than plus and minus ten (10) degrees from the horizontal.
- f. No component shall extend beyond side frames.
- g. Steering shall be full power hydraulic with automotive type steering wheel.
- h. Unit shall conform to the following minimum/maximum dimensions.
 

1. Length, Overall Maximum	210 inches
2. Width, Overall Maximum	81 inches
3. Wheelbase, Minimum	114 inches
4. Curb Clearance, Minimum	15 inches

ENGINE

- a. The engine shall be a four cycle liquid cooled turbocharged diesel producing not less than 100 horsepower at 1800 R.P.M.
- b. A heavy duty dual element air cleaner with restriction indicator is required.
- c. Full protection for engine fuel shall be provided with primary settlement bowls, primary fuel filters and final fuel filters or any combination recommended by the engine manufacturer to provide "severe service" duty.
- d. The cooling for all systems shall be capable of maintaining normal operating temperatures up to 120°F ambient.
- e. All radiators and coolers shall be accessible for cleaning when unit is operating under dusty conditions.
- f. Exhaust system shall be so positioned as to preclude operator contact while mounting or dismounting unit.

- g. Engine exhaust emissions shall create no hazard for operators.

PROPULSION

- a. Propulsion system shall be full hydrostatic with single lever control of forward and reverse.
- b. Speed shall be infinitely adjustable from 0 to not less than 7 miles per hour in either direction.
- c. A speed preset control system is required.
- d. Gradability under normal tractive conditions shall be not less than 25 percent.

DRUMS

- a. Drum diameter shall be not less than 47 inches.
- b. Drum width shall not exceed 67 inches.
- c. Drum shell thickness shall be not less than .60 inches.
- d. Drums shall be equipped with flexible, adjustable, non metallic scraping devices.

DRUM SPRAY SYSTEM

- a. All components, tanks, pumps, fittings, etc. of the drum spray system shall be corrosion resistant.
- b. Water capacity shall be not less than 200 gallons.
- c. Tank(s) shall be equipped with fill port strainer, pump inlet strainer and visible water level indicators.
- d. Dual tank systems require dual pump systems.
- e. Pump(s) and spray equipment shall have sufficient capacity to ensure full spray coverage and wetting requirements.

VIBRATORY SYSTEM

- a. Shall be variable displacement hydraulic.
- b. Vibratory controls shall provide for independent selection of drum on, off or automatic operation.

- c. Selection of automatic mode will disengage vibratory system when stopping or changing direction.
- d. Single frequency units offered shall have not less than 2500 VPM.
- e. Multiple frequency units offered high frequency mode shall be not less than 2500 VPM.
- f. A minimum of dual amplitude is required.
- g. Vibrating drums shall be isolated from main frame.

HYDRAULIC SYSTEM

- a. Hydraulic reservoir shall be common to all systems and have sufficient capacity to provide normal operating temperatures up to 120° F ambient.
- b. A hydraulic filter of at least 10 microns equipped with a condition indicator is required.
- c. No hydraulic hoses, fittings, or components shall be placed in operator compartment (which upon failure could result in injury to operator) without adequate guarding.

BRAKING

- a. Primary braking system shall be dynamic as inherent in a full hydrostatic unit.
- b. Parking/emergency braking shall be spring applied and hydraulic release.
- c. In the event of engine or hydraulic failure parking/emergency brake shall automatically apply.
- d. In the event machine must be moved during an engine or hydraulic failure, provision for manual release of brake or disconnect of drive system shall be provided.

ELECTRICAL SYSTEM

- a. Shall be 12 volt heavy duty negative ground.
- b. Alternator shall have a high output of not less than 55 amps.
- c. Battery shall be maintenance free type.

LUBRICATION

- a. Unit shall be equipped with oil bath drum and vibrator shaft bearings.
- b. Grease fittings shall be conveniently grouped to facilitate weekly lubrication. (No grease daily fittings.)
- c. All daily maintenance check points shall be within easy reach.

MISC.

- a. Fuel capacity shall be sufficient for not less than 10 hours of continuous operation.
- b. Vandal protection for all instrumentation, service compartments and liquid fill covers shall be provided.

Where protection is by padlock, Multnomah County shall provide same.

HOSE, TUBING AND WIRE ROUTING. Hose and wire routings (including: hydraulic lines, wire harness, wiring, tubing and fuel lines) shall be so routed that the following requirements are met:

- (a) Bend radius of hoses shall not be less than the hose manufacturer's recommended minimum.
- (b) Hoses, tubing and wiring shall not come in contact with moving parts.
- (c) Hoses and tubing shall not be routed closer than four inches to exhaust components.
- (d) Hoses, tubing and wiring shall not be routed across sharp edges without protection from being chafed or cut.
- (e) Hoses, tubing and wiring shall be clamped or tied to supporting structure at approximately 18" intervals.

Item #2

Trade-in or sale of 1968 Austin-Western Model T-84 10 ton roller. Unit may be seen by contacting Don Bailey, Fleet Manager at 248-5265.

Unit will not be turned over to successful bidder until approximately fourteen (14) days after acceptance of Item #1 by Multnomah County.

TO: Daily Journal of Commerce

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

MULTNOMAH COUNTY

Proposals Due: April 25, 1989 at 2:00 P.M.

Proposal No. B68-050-3445

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

Drugs and Supplies for Family Planning as required for the period  
of May 1, 1989 through May 31, 1990.

as per specifications on file with the Purchasing Director. No proposal will be received or considered unless the proposal contains a statement by the bidder as part of his bid that the requirements of ORS 279.350 shall be included. Multnomah County reserves the right to reject any or all proposals.

Specifications may be obtained at: Multnomah County Purchasing Section

2505 S.E. 11th Avenue

Portland, OR 97202

(503) 248-5111

Lillie M. Walker, Director  
Purchasing Section

PUBLISH: April 6, 1989

AD2:PURCH2



MULTNOMAH COUNTY OREGON

INVITATION FOR BIDS # B68-050-3445 To be opened 2 P.M. April 25, 1989

SEALED BIDS will be received by the Purchasing Director of Multnomah County in the Ford Building Lobby, 2505 S.E. 11th Avenue, Portland, Oregon, 97202, until 2 P.M. Pacific Time and will be publicly opened and read for furnishing Drugs and Supplies for Family Planning as required for the period of May 1, 1989 through May 31, 1990

in estimated quantities and as per specifications as indicated herein. To insure proper bid identification and handling, USE THE BID ENVELOPE, attached herewith.

Protests to the specifications will not be considered unless detailed in official correspondence to the Purchasing Director and received five (5) days or more prior to the opening date.

As required by ORS 279.021, Multnomah County shall always--price, fitness and quality being equal--prefer supplies, goods, wares, merchandise, manufacturers or produce that has been grown, manufactured or produced in this State and shall next prefer such as have been partially manufactured, grown or produced in this State.

Also the constitutional debt limitation for counties requires any county contract which extends beyond the current fiscal year to be executed subject to future appropriations to fund its provisions, and contract documents will reflect this condition.

Pursuant to Multnomah County Administrative Rules, the County may, in its discretion, waive the bid security requirements of ORS 279.033 for contracts other than those for public improvements. 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 of the aggregate proposal, unless otherwise specified in the space provided below. The successful bidder may be required to furnish a performance bond satisfactory to the Board in the full amount of the contract.

Surety Bond: WAIVED

The right is expressly reserved to reject any and all bids.

Dated at Portland, Oregon \_\_\_\_\_, 19\_\_.

Board of County Commissioners  
MULTNOMAH COUNTY, OREGON

Publication Dates April 6, 1989

By \_\_\_\_\_  
Lillie M. Walker, Director  
Purchasing Section

(Continued on reverse)

To the Board of County Commissioners:

The undersigned proposes to furnish the services herein mentioned at the unit price indicated, all in accordance with the specifications and provisions as herein above set forth, attached hereto and made a part hereof.

In compliance with ORS 279.350 for public works projects and as a part of this bid, the bidder herein agrees to covenant in his contract and it shall be a condition of his bond 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 such 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. If the public officers who make the contract determine at any time that the prevailing rate of wages has not been or is not being paid as required by the contract, they may retain from the moneys due to the contractor an amount sufficient to make up the difference between the wages actually paid and the prevailing rate of wages, and they may also cancel the contract.

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

Delivery to be F.O.B. \_\_\_\_\_ within \_\_\_\_\_ days after receipt of order.

Accompanying this proposal is a \_\_\_\_\_ WAIVED \_\_\_\_\_ in the amount of \_\_\_\_\_ Dollars (\$) which is not less than ten percent of the total amount of this bid.

(Signature of bidder) \_\_\_\_\_  
Legal name of firm or corporation

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

Dated \_\_\_\_\_

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

Address \_\_\_\_\_

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INSTRUCTIONS TO BIDDERS

IMPORTANT NOTICE RE: VENDOR SELECTION LIST

If your firm does not wish to bid at this time, but wishes to remain on the vendor selection list for other drugs and reagents, please send a written "NO BID" to the above address or call Marion Grabarits at 503-248-5111 and submit a verbal "NO BID" no later than April 25, 1989.

All vendors not responding (written or oral) to this invitation to bid may be automatically dropped from the future vendor selection list for this item category but will remain on all other lists applied for.

EQUIVALENT PRODUCTS

Products, brands or models, if stated or implied by the specifications, indicate type, design, and quality desired, and shall not restrict bidding to one manufacturer. Products which meet or exceed specification requirements for design, quality, and functional utility will be considered. Ref. ORS 279.017.

If bid is for an equivalent item, include descriptive information brochure and/or specifications sufficient for the County to make a determination as to equivalency.

Any variations from specifications on equivalent products must be itemized. Failure to do so may cause rejection of the bid or rejection of the unit or product after delivery if unitemized variations are found upon inspection of the unit.

METHOD OF AWARD

Award will be made to the bidder submitting the lowest responsive bid. The award will be made on an all-or-none basis or by individual item as in the best interest of the County. The right is expressly reserved to reject any or all bids.

CLARIFICATION

Any vendor requiring clarification of the information or protesting any provision herein, must submit specific comments in writing to:

Marion Grabarits, Buyer  
2505 S.E. 11th Avenue  
Portland, OR 97202

MULTNOMAH COUNTY, OREGON

INVITATION FOR BIDS, continued  
Bid No. B68-050-3445

Page 4

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A written response will be provided to those questions which are deemed appropriate, copies of which will be sent to all vendors in receipt of this IFB. Questions will not be answered verbally except those which would clarify specifications and requirements of this IFB and as further provided herein. However, any actions or changes resulting from these communications will be forwarded to all bidders as an addendum to this IFB.

Oral instructions or information concerning the specifications for the projects or requirements given out by County officers, employees, or agents to prospective bidders shall not bind the County. Any addenda shall be issued by the Purchasing Director not later than five (5) days prior to bid opening.

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.

TERMS

F.O.B.

All prices are to be quoted F.O.B. destination to:

Multnomah County  
Health Services  
2505 S.E. 11th Avenue  
Portland, OR 97202

All orders to be shipped prepaid to shipping point.

TERMS OF PAYMENT

Discounts for early payment will be considered in awarding the bid if at least 20 days are allowed for making payment. Discount time shall commence upon receipt of material/services or properly executed invoice, whichever is the later.

If terms are not indicated on the bid/quote, the invoice(s) will be paid on a net 30 days basis.

GUARANTEE OF PURCHASES

The County makes no guarantee as to the quantity of purchases that will be made from this agreement. The quantity being bid is an approximately only, based on prior usage.

County reserves the right to group products.

All items shipped must have at least a one year expiration date when shipped. Anything with less than a one year expiration date will not be accepted.

Dispenser containers (compacts, etc.) must be provided for not less than 25% of the oral contraceptive drugs and must be included in the bid price.

If packages sizes on your bid deviate from the specified sizes as listed in the specifications, please state the package size or sizes that you are bidding.

Orders will be placed at various times during the contract period. State any minimum shipping quantity, if any, or dollar amount per order.

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CONTRACT CONDITIONS

TERM OF CONTRACT

The time period for this contract shall be from May 1, 1989 through May 31, 1990.

TRIAL PERIOD

The first 60 days of the contract shall be a trial period as related to contract service and specification compliance.

A Contractor who is not in compliance during this "trial period" may be terminated by the County with 10 calendar days written notice of non-compliance. The Contractor shall also have the option to give 10 calendar days notice of termination to the County during this trial period should conditions arise which would preclude the Contractor from complying with the contract provisions. Should such a termination occur, the County shall have the option to make a contract award offer to the best qualified contractor who is the next lowest responsive bidder.

RENEWAL

The County shall have the option to renew this contract subject to approval of the Contractor, for two additional one year periods upon a 30 day written notice. Any price adjustments must be submitted by the Contractor, with its approval of the renewal agreement, before the first contract period expires on May 31, 1990. The County reserves the right to reject any renewal acceptance by the Contractor that contains modifications of the contract unacceptable to the County.

Should the County not receive written acceptance of the renewal offer within two weeks of the written notice to renew, it will be assumed that the Contractor accepts the terms, conditions, instructions, prices, percentages, etc., of the existing contract at time of renewal.

The County will be under no obligation to renew the contract. Multnomah County may, at its discretion, rebid the contract after the first contract period.

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TERMINATION

This agreement may be terminated at any time with cause by the County or by the Contractor upon giving not less than thirty (30) days written notice of termination to the other party. The County may also terminate at any location that may be closed down or moved; such partial termination shall not affect the obligation of the Contractor to fulfill the contract at other locations. Failure to live up to the specifications will be considered good and sufficient cause.

PRICE STABILITY

Prices shall be firm for the agreement period.

PERFORMANCE

All of the labor, materials, and equipment required for completion and day-to-day performance of the contract shall be provided by the Contractor.

The Contractor assumes full responsibility for all costs involved in the installation of any equipment and/or machines, as well as the cost of eventual removal.

NONPERFORMANCE

In the event of nonperformance under the resulting contract, the County shall have the right to obtain from other sources such products and/or services as may be required to accomplish the work not performed, and it is agreed that the difference in cost, if any, for said work or goods shall be borne by the Contractor.

For purposes of this section, Nonperformance shall be defined as failure to appear and perform work and/or deliver goods as specified and scheduled.

ASSIGNMENT

Neither the resultant contract nor any of the requirements, rights, or privileges demanded by it may be sold, assigned, contracted, or transferred by the Contractor without the express written consent of Multnomah County.

INVITATION FOR BIDS continued

PROPOSAL PAGE

	Description of Item	Size	Est. Annual Usage	Unit Price	Total Price	Your Package Size	Min. Ship. Quan. Per Ord.
1	Norethindrone 0.5mg/Ethinyl Estradiol 35mct (Brevicon/ Modicon) 061-005	28 day	4.804 cy				
2	Norethindrone Acetate 1mg/ Ethinyl Estradiol 20mcg (Loestrin Fe 1/20) 061-002	28 day	1933 cy				
3	Norethindrone Acetate 1.5mg/ Ethinyl Estradiol 30mcg (Loestrin Fe 1.5/30) 061-001	28 day	11,790 cy				
4	Norgestrel 0.3mg/Ethinyl Estradiol 0.03mg (Lo Ovral) 061-003	28 day	21,963 cy				
5	Norgestrel 0.5mg/Ethinyl Estradiol 0.05mg (Ovral) 061-016	28 day	2,363 cy				
6	Norethindrone 1mg/Mestranol 50mcg (Norinyl/Ortho Novum 1/50) 061-012	28 day	5, 514 cy				

## Multnomah County, Oregon

INVITATION FOR BIDS, continued

PROPOSAL PAGE							
	Description of Item	Size	Est. Annual Usage	Unit Price	Total Price	Your Package Size	Min. Ship. Quan. Per Order
7	Contraceptive Sponge 062-005	Pkg/3					
8	Norethindrone 0.35mg (Nor- Micronor) 061-004	Q D/ 28 or 42 day	5,025 cy				
9	Noretindrone Acetate 1mg/ Ethinyl. Estradiol 50mcg (Norlestrin Fe 1/50) 061-007	28 day	500 cy				
10	Contraceptive Sponge 062-006	Pkg/500					
11	Norethindrone 1mg/Ethinyl Estradiol 0.035mg (Norinyl/Ortho Novum 1/35 061-011	28 day	56,856 cy -				
12	Norethindrone 0.5mg/Ethinyl Estradiol 0.035mg (ovcon 35) 061-014	28 day	8, 721 cy				

Multnomah County, Oregon

INVITATION FOR BIDS, continued

PROPOSAL PAGE

	Description of Item	Size	Est. Annual Usage	Unit Price	Total Price	Your Package Size	Min. Ship. Quan. Per Order
13	Norethindrone 1mg/Ethinyl Estradiol 0.05mg (ovcon 50) 061-015	28 day	1,111 cy				
14	Norethindrone 0.5mg/Ethinyl Estradiol 0.035mg & Nor- ethindrone 1mg/Ethinyl Estradiol 0.035mg (Ortho Novum 10/11) 061-010	28 day	1,317 cy				
15	Levonorgestrel .15mg/ Ethinyl Estradiol .03mg (Nordette) 061-006	28 day	4,158 cy				
16	Norethindrone 0.5mg/Ethinyl Estradiol 0.035mg Norethindrone 0.75mg/Ethinyl Estradiol 0.035mg Norethindrone 1mg/ Ethinyl Estradiol 0.035mg & Inert Ingredients (Ortho Novum 7/7/7) 061-009	28 day	78,130 cy				

INVITATION FOR BIDS, continued

PROPOSAL PAGE							
	Description of Item	Size	Est. Annual Usage	Unit Price	Total Price	Your Package Size	Min. Ship. Quan. Per Order
17	Levonorgestrel 0.05mg/ Ethinyl Estradiol 0.03mg Levonorgestrel 0.075mg/Ethinyl Estradiol 0.04mg Levonorgestrel 0.125mg/Ethinyl Estradiol 0.03mg (Triphasil) 061-019	28 day	14,756 cy				
18	Norethindrone 0.5mg/Ethinyl Estradiol 0.035mg Norethindrone 1.0mg/Ethinyl Estradiol 0.035mg Inert Ingredients (Tri Norinyl)	28 day	*				
19	Spermicidal Foam with Applicator 062-001	45 gm	** 8,424				
20	Spermicidal Foam without applicator	45 gm	**				

\* --Not on formulary at present time

\*\*--Will use either with or without applicator, whichever is least expensive

Multnomah County, Oregon

INVITATION FOR BIDS, continued

PROPOSAL PAGE							
	Description of Item	Size	Est. Annual Usage	Unit Price	Total Price	Your Package Size	Min. Ship. Quan. Per Order
21	Spermicidal Foam with Applicator 062-002	90 gm	1,469				
22	Spermicidal Foam without Applicator	90 gm	**				
23	Spermicidal Cream with Applicator	115 gram	**				
24	Spermicidal Cream without Applicator 062-003	115 gram	363				
25	Spermicidal Jelly with Applicator	115 gram	**				
26	Spermicidal Jelly without Applicator 062-004	115 gram	1,848				

\*\* Will use either with or without applicator whichever is least expensive

INVITATION FOR BIDS, continued

PROPOSAL PAGE							
	Description of Item	Size	Est. Annual Usage	Unit Price	Total Price	Your Package Size	Min. Ship. Quan. Per Order
27	Condoms, Latex with reservoir tip Lubricated (3 pak) 068-003	Various	75,000 each				
28	Condoms Latex with reservoir tip NON-LUBRICATED 3's 068-010	Various	15,000 *				
29	Applicator Plunger Type for Jellies & Cream 068-001	each	529				
30	Miconazole Nitrate 2% 7-Day Vaginal Cream (Monistat) 046-004	45 gram	3534				
31	Diaphragm Kit Coil Spring Assorted sizes 068-006	each	108				
32	Diaphragm Kit All Flex/Arcing Spring Assorted Sizes 068-005	each	613				

\* Not on formulary at present

PROPOSAL PAGE

	Description of Item	Size	Est. Annual Usage	Unit Price	Total Price	Your Package Size	Min. Ship. Quan. Per C
33	Diaphragm Kit Flat Spring Assorted Sizes	each	158				
34	Diaphragm Introducers 068-004	each	24				
35	Sulfanilamid, Aminacrine HCL, & Allantoin Vaginal Cream with Applicator (AVC OR Vagitrol) 046-003	4 oz	144				
36	Clotrimazole Vaginal Cream 1% 046-001	45 gm	866				
37	Clotrimazole Vaginal Tablets w/applicator 046-002	7's	454				
38	Micronazole Nitrate Dual Pk 3-day Ds Suppository with Topical Cream (Monostat) 046-005	pk	2062				



TO: DAILY JOURNAL OF COMMERCE

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

MULTNOMAH COUNTY

Proposals Due: April 20, 1989 at 2:00 P.M.

Proposal No. B77-800-3399

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

Furnishing labor, materials, and equipment for cleaning and sealing the outside of the Justice Center Building.

as per specifications on file with the Purchasing Director. No proposal will be received or considered unless the proposal contains a statement by the bidder as part of his bid that the requirements of ORS 279.350 shall be included. Multnomah County reserves the right to reject any or all proposals.

A MANDATORY pre-bid conference will be held on April 13, 1989 at 2:00p.m. per bid specifications.

Specifications may be obtained at: Multnomah County Purchasing Section  
2505 S.E. 11th Avenue  
Portland, OR 97202  
(503) 248-5111

Lillie M. Walker, Director  
Purchasing Section

PUBLISH: April 6, 1989

AD2

MULTNOMAH COUNTY, OREGON

INVITATION FOR BIDS NO. B77-800-3399 TO BE OPENED 2:00 P.M., APRIL 20, 1989.

SEALED BIDS will be received by the Purchasing Director of Multnomah County in the Ford Building Lobby, 2505 S.E. 11th Avenue, Portland, Oregon, 97202, until 2:00 P.M. Pacific time and will be publicly opened and read for furnishing Labor, Materials and Equipment for cleaning and sealing the outside of the Justice Center, in estimated quantities and as per specifications as indicated herein. To ensure proper bid identification and handling, **USE THE BID ENVELOPE**, attached herewith.

A mandatory pre-bid conference will be held on Tuesday, April 13, 1989, at 2:00 P.M. in Room 203 of the Justice Center, 1120 S.W. 3rd, Portland, Oregon.

Specifications are on file with the Purchasing Section and may be seen there and copies thereof may be obtained at the office of the Purchasing Director, 2505 S.E. 11th Avenue, Portland, Oregon, 97202. Protests to the specifications will not be considered unless detailed in official correspondence to the Purchasing Director and received five (5) days or more prior to the opening date.

As required by ORS 279.021, Multnomah County shall always -- price, fitness and quality being equal -- prefer supplies, goods, wares, merchandise, manufacturers or produce that has been grown, manufactured or produced in this State and shall not prefer such as have been partially manufactured, grown, or produced in this State.

Also the constitutional debt limitation for counties requires any County contract which extends beyond the current fiscal year to be executed subject to future appropriations to fund its provisions, and contract documents will reflect this condition.

Pursuant to Multnomah County Administrative Rules, the County may, in its discretion, waive the bid security requirements of ORS 279.033 for contracts other than those for public improvements. 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 of the aggregate proposal, unless otherwise specified in the space below. The successful bidder shall furnish a bond satisfactory to the Board in the full amount of the contract.

SURETY BOND: WAIVED

The right is expressly reserved to reject any and all bids.

Dated at Portland, Oregon March 22, 1989.

Board of County Commissioners  
MULTNOMAH COUNTY

Publication Date: March 30, 1989

By \_\_\_\_\_  
Lillie Walker, Purchasing Director

To the Board of County Commissioners:

The undersigned proposes to furnish the services herein mentioned at the unit price indicated, all in accordance with the specifications and provisions as herein above set forth, attached hereto and made a part hereof.

In compliance with ORS 279.350 for public works projects and as a part of this bid, the bidder herein agrees to covenant in his contract and it shall be a condition of his bond 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 such 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. If the public officers who make the contract determine at any time that the prevailing rate of wages has not been or is not being paid as required by the contract, they may retain from the moneys due to the contractor an amount sufficient to make up the difference between the wages actually paid and the prevailing rate of wages, and they may also cancel the contract.

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

Delivery to be F.O.B. \_\_\_\_\_ within \_\_\_\_\_ days after receipt of order.

Accompanying this proposal is a WAIVED ("Certified Check" or "Bidders Bond") in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) which is not less than ten percent of the total amount of this bid.

Dated \_\_\_\_\_

\_\_\_\_\_  
Legal Name of Firm or Corporation

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

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

Address \_\_\_\_\_

## MULTNOMAH COUNTY, OREGON

INVITATION FOR BIDS, continued

Page 3

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**INSTRUCTIONS TO BIDDERS****BIDS**

The unit price listed in the bid must contain bidder's overhead, profit, and all other contingencies in connection therewith, as no allowance will be made later for such items.

Any change in the applicable minimum hourly rate of wages as determined by the Secretary of Labor pursuant to the Davis-Bacon Act during the contract period shall not affect the unit price to be paid by the County for work performed under the contract.

**COMPLETION OF FORMS**

The bidder must submit proposal on the Bidding Sheets, Page 2, 5, and 10 hereof. The blank spaces must be completed in accordance with the apparent intent. THE SIGNATURE OF THE BIDDER SUPPORTING THE BID MUST APPEAR IN THE SPACE PROVIDED FOR THIS PURPOSE ON PAGE 2.

Bids which do not conform to these requirements may be rejected as informal.

**ORGANIZATION**

Bidder shall state in his/her bid whether he/she is doing business as an individual, a partnership or a corporation and, if incorporated, in what State; if a partnership, shall give the names of all partners. The person signing on behalf of the corporation or partnership shall state his/her position with the firm or corporation, and shall state whether the corporation is licensed with the Oregon State Corporation Commission to do business in the State of Oregon.

**METHOD OF AWARD**

Award will be made to the bidder submitting the lowest responsive bid. The award will be made on an all or none basis, as in the best interest of the County. The right is expressly reserved to reject any or all bids.

## MULTNOMAH COUNTY, OREGON

Page 4

## INVITATIONS FOR BIDS, continued

Each bidder MUST submit, with his bid, documentation that he has worked as a professional coating specialist for a minimum of five (5) years immediately prior to his application to Multnomah County.

Each bidder MUST submit no fewer than three (3) letters of reference from persons for whom he has worked successfully during the past three years. These letters MUST include the name, current address, and telephone number of referenced persons. At least one of the references must be a job where the bidder completed a job like the one being bid.

Bidder MUST LIST and own the minimum equipment listed: ladders (list height of), scaffolding, spray equipment, cover cloths (both plastic and canvas), and rollers (a variety).

Bidder MUST produce a letter showing a line of credit no less than \$10,000.00.

ADDENDA TO SPECIFICATIONS

If it should appear to a bidder that the specifications are not definite and clear, the bidder is requested to make inquiry regarding same to Franma Ritz, Purchasing Program Coordinator, telephone 248-5111. If in her opinion, additional information or interpretation is necessary, such information will be supplied in the form of an addendum which will be delivered to all individuals, firms, and corporations having taken out specifications and such addendum shall have the same binding effect as though contained in the main body of the specifications. Oral instructions or information concerning the specifications or the projects given out by County officers, employees or agents to prospective bidders shall not bind the County. Any addenda shall be issued by the Purchasing Agent not less than five (5) days prior to bid opening.



## MULTNOMAH COUNTY, OREGON

Page 6

INVITATIONS FOR BIDS, continued

GENERAL SPECIFICATIONSSCOPE

The purpose of this invitation is to obtain bids on a total price basis, for providing labor, materials, and equipment necessary to clean and seal the outside masonry surfaces of the Justice Center.

TERM OF CONTRACT

The term of this contract shall begin upon execution of the contract, and shall be in effect for 90 days when all work is to be completed.

QUANTITY OF WORK

It is the intent of the County to have the entire outside surface of the Justice Center sealed under this contract. The cost for the project authorized during the period of the contract is estimated to be \$45,000. This figure is an estimate only, and the County makes no guarantee that this amount or any amount will be authorized or ordered.

AWARD AND EXECUTION OF CONTRACT

The date or dates for the completion of the work contemplated by this bid 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 thirty (30) days will elapse between the receiving of the bids, and the delivery to the Purchasing Director by the successful bidder, of the contract and accompanying bond executed by the successful bidder and his surety.

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

PERFORMANCE BOND

The performance bond must be satisfactory to the Purchasing Director in the amount of \$2,500.00 for the faithful performance of the contract in all respects. No contract shall be binding until said bond is furnished and approved by the Purchasing Director and, if said bond is not furnished within the said five (5) days herein specified, the contract award shall be immediately terminated without any notice of further action by either party.

## MULTNOMAH COUNTY, OREGON

Page 7

## INVITATIONS FOR BIDS, continued

FAILURE TO PERFORM

If the successful bidder fails to perform as specified in the contract, he and his surety will be notified in writing by the Purchasing Director. The successful bidder shall remedy the problem immediately. If, during the contract period, the successful bidder receives two (2) such notices and if he has not met the requirements within two (2) weeks after the date of the second notice and does not maintain the required level of performance, he and his surety will receive written notice of cancellation from the Purchasing Director to be effective seven (7) days after the date of this notice. The County may then exercise its option to receive payment from the surety.

NONAPPROPRIATION

The contract shall be made expressly conditioned upon future appropriations by the Board of County Commissioners to fund its provisions, to the extent that performance and payment extends into the fiscal year subsequent to the year of award.

INDEMNIFICATION

The successful bidder agrees to defend, hold and save the County and all its officers, agents and employees harmless from and against any and all claims for loss, injury or damage to persons or property arising out of the activities conducted by the successful bidder.

INSURANCE

Successful bidder shall maintain such public liability and property damage insurance as will protect the successful bidder and the County from any and all claims for damage to property or personal injury, including death, which may arise from operations under the contract or in connection therewith, including not less than \$100,000.00 for personal injury to each person, \$300,000.00 for each occurrence, and \$300,000.00 for each occurrence involving property damage, OR a single limit policy of not less than \$300,000.00, covering all claims per occurrence. Such insurance shall be without prejudice to coverage otherwise existing, and shall name as additional insureds, Multnomah County and all other governmental bodies with jurisdiction in the area involved under the contract, their officers and employees, and shall further provide that the policy not terminate or be cancelled prior to the completion of the contract without sixty (60) days notice in writing first being given to the Purchasing Director. Notwithstanding the naming of additional insureds, the said policy shall protect each insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount

## MULTNOMAH COUNTY, OREGON

Page 8

## INVITATIONS FOR BIDS, continued

or amounts for which the insurer would have been liable if only one person or interest had been named as insured. Such insurance shall be subject to the approval of the County Counsel on behalf of the County as to the adequacy of protection. Such limits shall be subject to the statutory changes as to maximum limits of liability imposed on municipalities of the State of Oregon during the term of the contract incorporating these specifications.

INSPECTION

Inspection of the work shall be made by a representative of the successful bidder who is familiar with all work specified and required. A designated representative of the Director of Facilities and Property Management shall also inspect the work. Any deficiencies or variations shall be jointly discussed by the representative, and agreed upon as to correction. Failure to correct or continued variation shall be cause for contract termination.

EMPLOYMENT STANDARDS

The successful bidder will agree that the work covered by the bid shall be performed by carefully selected, efficient employees in conformity with accepted industry practices and standards. The successful bidder will, upon request by Multnomah County, remove from the County's premises any of its employees who, in the reasonable opinion of Multnomah County, are guilty of improper conduct or is not qualified to perform the work assigned. The successful bidder further agrees to provide employees with a steady and dependable work record, and that its employees may be subject to a security check.

TERMINATION OF CONTRACT

Any contracts resulting from this bid may be terminated at any time by either party upon giving not less than 30 days written notice of termination to the other party. For failure to perform satisfactorily to County standards, according to the bid, contract may be terminated within seven (7) days.

ASSIGNMENT

The successful bidder shall not have the right or power to assign, subcontract, or transfer his responsibility under the contract resulting from this bid without written permission of the County.

NONDISCRIMINATION IN EMPLOYMENT

The bidder's attention is directed to the provisions of the Oregon Revised Statutes, Chapter 659, prohibiting discrimination in employment.

## MULTNOMAH COUNTY, OREGON

Page 9

## INVITATIONS FOR BIDS, continued

SECURITY

Any disclosure or removal of any matter and/or property on the part of the successful bidder shall be cause for immediate cancellation of the contract. Any liability including but not limited to attorney fees, resulting from any action or suit brought against the County or the State of Oregon as a result of the successful bidder's willful or negligent release of information, documents, or property contained in the building shall be borne by the successful bidder.

The successful bidder shall consult the Building Manager for permission to inspect the site and for the security regulations in effect. Please call 248-5128 for these arrangements.

The successful bidder will be required to comply with security regulations imposed by the County or other occupying agency including any necessary security clearances.

GENERAL SAFETY REQUIREMENTS

Safety Requirements: The bidder's attention is directed to the Construction Safety Manual, Western Region, which shall be strictly enforced and will be incorporated by reference in the contract.

Personal Clothing Standards: Each employee shall be required to wear clothing suitable for the weather and job conditions of the work. At the minimum, the following personal clothing requirements shall be enforced.

- a. Short sleeve shirt;
- b. Long trousers;
- c. Leather work shoes or other appropriate protective shoes or boots. Canvas shoes, tennis or deck shoes are not acceptable; and
- d. Protective head gear (hard hats), as required.

OCCUPANCY OF PREMISES

The premises will be occupied during the performance of the work.

SCHEDULING

One of the more important factors in this contract is the scheduling of work to be done.

The successful bidder must maintain effective communications with the Building Manager's office.

## MULTNOMAH COUNTY, OREGON

INVITATION FOR BIDS, continued

Page 10

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Once work is scheduled for a given area, at a set time, that work must be accomplished. This will be especially significant when the area(s) around the outdoor gym areas are to be involved, since prisoner movement and schedules will be affected.

BIDDING SHEET

The undersigned bidder hereby submits a bid price of \$ \_\_\_\_\_ to complete the cleaning and sealing of the outside of the Justice Center, as set forth in this bid document.

MULTNOMAH COUNTY, OREGON

INVITATIONS FOR BIDS, continued

SPECIFIC SPECIFICATIONS

TYPE AND EXTENT OF WORK

A. Work Covered by Contract Documents:

1. Pressure wash the outside of the Justice Center with fresh water.
2. Apply a waterproofing sealer, using the roll-on method. The sealer must be at least 20% solids.
3. Clean any sealer residue from windows.

B. Contract:

1. Perform the work under a single, fixed-price contract, furnished by Multnomah County.

C. Work Sequence:

1. Perform work in stages to accommodate Owner and public access to the building, during the performance of the work covered by the Contract.
2. All work shall be completed within 90 calendar days from the date that Notice to Proceed is given by the Owner.

3. Operation:

- a. Allow Justice Center to continue operations 24 hours per day, 7 days per week.
- b. Working hours: Normal working hours are to be 8:00 AM to 4:30 PM, Monday through Friday.
- c. Plans for work at other than normal working hours shall be submitted for approval at least 24 hours prior to the proposed time.
- d. Premium time required to accomplish work of this contract, while maintaining normal operating hours, shall be included in the Lump Sum Base Bid Price.

## MULTNOMAH COUNTY, OREGON

Page 12

INVITATIONS FOR BIDS, continued

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4. Allow convenient and unobstructed use of building entrances and exits.
5. Limited parking is available. Owner can only agree to being able to provide one parking stall on a routine basis for the duration of the work.

## D. Contractor Use of Premises:

1. Contractor shall limit his/her use of the premises for work and for storage, to allow for:
  - a. Work by other contractors.
  - b. Multnomah County occupancy.
  - c. Public use.
2. Coordinate use of premises under direction of Project Manager.
3. Assume full responsibility for the protection and safekeeping of Products under this Contract, stored on the site.
4. Move any stored Products, under Contractor's control, which interfere with the operations of Owner.
5. Obtain and pay for the use of additional storage.

## E. Continued Occupancy:

1. Owner and public will occupy the premises during the entire period of work performed. Coordinate with Project Manager to minimize conflict, and to facilitate Owner and public usage.
2. Contractor shall at all times conduct his operations as to ensure the least inconvenience to the general public.

## F. Owner Responsibilities:

1. Arrange for one parking spot at the Justice Center whenever feasible.
2. Provide secured storage space for Contractor to store sealing product on site, which will allow Contractor access, while unescorted.

## MULTNOMAH COUNTY, OREGON

## INVITATIONS FOR BIDS, continued

3. Allow Contractor to use building's window-washing scaffolding to perform work. Contractor to ensure that equipment is in an equal condition at the completion of work, and free of overspray/spills of sealing product.

## G. Contractor Responsibilities:

1. Submit manufacturer's specifications, installation instructions, and general recommendations for water repellents. Include data substantiating that materials are recommended by manufacturer for applications indicated, comply with requirements, and list ingredients, including solvent base.
2. Arrange for manufacturer's warranties and/or inspections as required.
3. Submit claims for transportation damages.
4. Receive and unload product at the site.
5. Promptly inspect product jointly with Project Manager, record shortages, damaged or defective items. Arrange for replacement of damaged or defective items.

## H. Masonry Cleaning:

1. Scope
  - a. Work Includes:
    - 1) Clean exterior precast concrete surfaces, using a fresh water pressure washing system.
  - b. Work Specified in Other Sections:
    - 1) Water repellent coating - Section I
    - 2) Caulking and sealing - Section J

## I. Water Repellent:

1. Scope
  - a. Furnish and apply water repellent to exterior precast concrete surfaces.

## MULTNOMAH COUNTY, OREGON

INVITATIONS FOR BIDS, continued

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- b. Work Specified in Other Sections:
  - 1) Masonry cleaning - Section H
  - 2) Caulking and sealing - Section J
- 2. Quality Assurance
  - a. Installer - A firm with not less than 5 years of successful experience in application of water repellents, of types required on substrates similar to those of this project.
  - b. Environmental Conditions:
    - 1) Weather Conditions: Do not proceed with application of water repellent (except with written recommendation of manufacturer) when ambient temperature is less than 50° F. (10 degrees C).
- 3. Product:
  - a. Materials
    - 1) Solvent based SILANE or SILOXANE sealer:
      - i. Provide manufacturer's standard water clear breathing coating as recommended by manufacturer for specific project substrates.
    - 2) The waterproofing sealer product must be at least 20% solids, i.e., PCR ENVIOROSEAL or equal. Successful bidder must submit data on product to be used for approval before commencement of project.
    - 3) The product must be guaranteed for at least 10 years, this guarantee to be in writing by the manufacturer.

## MULTNOMAH COUNTY, OREGON

## INVITATIONS FOR BIDS, continued

## 4. Execution:

## a. Preparation

- 1) Sample application: Prior to performance of water repellent work, including bulk purchase/delivery of products, prepare a small application in an unobtrusive location and in a manner acceptable to the Project Manager, for purpose of demonstrating final effect (visual and physical/chemical) of planned installation. Proceed with work only after the Contracting Officer's acceptance of test application, or as otherwise directed.
- 2) Test for moisture content, in accordance with repellent manufacturer's instructions, to ensure that surface is sufficiently dry.
- 3) Protect adjoining work from spillage or blow over of water repellent. Cover adjoining and nearby surfaces of aluminum and glass where there is possibility of water repellent being deposited on surfaces. Cover live plant materials with drop cloths. Clean water repellent from adjoining surfaces immediately after spillage. Comply with manufacturer's recommendations for cleaning.

## b. Installation:

- 1) Apply a single heavy saturation coating of water repellent on all vertical surfaces and two heavy saturation coats on all horizontal surfaces. Application to be by roller method, brushing acceptable in hard to reach spots.
- 2) Care to be taken in ensuring that product does not get on windows and metal trim. Should the product get on windows or trim, they are to be cleaned.

## J. CAULKING AND SEALING

## 1. General

## a. Scope

- 1) Work includes: General caulking and sealing, repair of

## INVITATIONS FOR BIDS, continued

existing joints in precast concrete and vertical surfaces of brick masonry.

2) Work specified in other sections:

- i. Cleaning of precast and brick surfaces - Section H, Masonry cleaning
- ii. Sealing of precast surfaces - Section I

## b. APPLICABLE PUBLICATIONS

- 1) General: Publications of the issues listed below, but referred to thereafter by basic designation only, form a part of this specification to the extent indicated by references thereto:

2) Federal Specifications:

TT-S-00227E      Sealing Compound Elastomeric type  
Multicomponent, (for caulking, sealing,  
and glazing in buildings and other  
structures.)

## c. SUBMITTALS

1) Manufacturer's Literature:

- i. For sealant: Include published test reports establishing conformance to Federal Specification requirements and detailed installation instructions.
- ii. For sealant backing: Establish compatibility with sealant.

## d. ENVIRONMENTAL CONDITIONS

1) Weather Conditions:

- i. Temperature of surfaces to which sealant is being applied shall be between 35 and 80 degrees F.
- ii. Do no exterior work in damp weather.

## MULTNOMAH COUNTY, OREGON

## INVITATIONS FOR BIDS, continued

## e. PROTECTION

- 1) Protection, handling: Deliver material to the project site in sealed, factory labeled containers.

2. PRODUCTS

## a. MATERIALS

- 1) Sealant (Indicated as "C-2"): Two component sealant based on polysulfide liquid polymer; Class B (non-sag) Type I (20 - 35 Shore A hardness ASTM D 2240) bearing Tested and Approved Seal by the Building Trade performance Specification or equal, except at horizontal joints also indicated as "C-2" which may be Class A (self-leveling) or B, Type I or II. Provide at all exterior joints and roof reglets where repairs are indicated or needed.
  - i. Two Component Polysulfide Base: TT-S-00227E, Class B
- 2) Colors; Custom Factory Mixed as Selected:
  - i. Between Aluminum Parts: Match existing.
  - ii. At Precast Concrete (Buff Aarbeton): Match concrete color as existing.
  - iii. Other Locations: Match existing.
- 3) Backing Materials:
  - i. Backing shall be compatible with sealant and be approved by sealant manufacturer for specific use.
  - ii. For Sealing Compound: Closed cell resilient foam of butyl rubber neoprene rubber or polyethylene.
- 4) Sealant Primer: As recommended by manufacturer of sealant for the conditions involved.

## MULTNOMAH COUNTY, OREGON

INVITATIONS FOR BIDS, continued

---

3. EXECUTION

## a. PREPARATION

1) General:

- i. Clean joints of all dust, dirt or other material that might impair bond.
- ii. Manufacturer's Instructions. Follow closely all special requirements for preparation.

2) Backing:

- i. Sealant: Install backing in joints not subject to traffic.

## b. INSTALLATION

1) General:

- i. Employ workmen properly skilled in the preparation and application of specified materials.
- ii. Prepare and apply materials in strict accordance with manufacturer's printed directions for the conditions involved.
- iii. Install materials before sealing of the precast concrete surfaces.
- iv. Mechanically force material into the joints continuously without breaks or gaps and with sufficient pressure to expel all air and provide a solid filling against the backing.
- v. Finish surface uniformly smooth and flush with adjacent surfaces at edges and slightly concave.

2) Sealing:

- i. Perform sealing work in such manner that sealant is securely and properly bonded to joint surfaces so it cannot be peeled loose, and sealed joint is permanently waterproof.

MULTNOMAH COUNTY, OREGON

INVITATIONS FOR BIDS, continued

---

ii. Tool joints to match existing work.

c. CLEANING

- 1) Clean adjacent surfaces free of smears or other soiling due to work of this section approved as work progresses.
- 2) Where necessary, use cleaning chemicals which are compatible with other work of this project.

## MULTNOMAH COUNTY, OREGON

Page 20

## INVITATIONS FOR BIDS, continued

SCHEDULING WORK

Before any of the work is started, the successful bidder shall confer with the Justice Center Building Manager or his representatives, and agree on a sequence of procedure; means of access to premises and building, delivery of materials and use of approaches; use of corridors, stairways, elevators and similar means of communications; and the location of partitions, eating places for successful bidder's employees, and the like.

PROTECTION AND DAMAGE

- A. Provide all labor, materials, and equipment necessary for protection of personnel, furnishings, equipment or building structure from damage. Remove and replace movable items, if necessary. Replace or repair equal to their original construction and finish any items damaged due to work performed under this contract.
- B. Use rubber-tired vehicles which use nonvolatile fuels for conveying material inside building, and provide temporary covering as necessary to protect floors.
- C. No materials shall be thrown from windows or doors of buildings. Building waste system shall not be used to remove refuse, emptying materials, etc.
- D. Debris shall be removed from the site daily. Premises shall be left neat and clean after each work shift so that business may proceed the next regular work day without interruption.
- E. Dustproof enclosures or partitions for protection wherever dusty or dirty work is performed and dampening of debris to avoid dusting when removed shall be negotiated into work orders as required.
- F. Whenever flammable solvents or adhesives are used (DO NOT USE UNLESS NONFLAMMABLE ITEMS ARE NOT SUITABLE FOR THE CONDITION) provide adequate ventilation and fire protective measures. DO NOT USE FLAMMABLE SOLVENTS OR ADHESIVES IN ANY CASE WHEN FLAME OR SPARK-PRODUCING OPERATIONS ARE BEING PERFORMED IN THE AREA.

FIRE PROTECTION

- A. The successful bidder shall maintain good housekeeping practices to reduce the risk of fire damage. All scrap materials, rubbish, and trash to be removed daily from in and about the building and will not be permitted to be scattered on adjacent areas.

## MULTNOMAH COUNTY, OREGON

## INVITATIONS FOR BIDS, continued

- B. Suitable storage space shall be provided outside the immediate building area for storing flammable materials and paints; no storage shall be permitted in the building. Excess flammable liquids being used inside the building during unused periods.

USE OF BUILDING FACILITIES

- A. The County will make available to the successful bidder, from existing outlets and supplies to the extent that they are available, all reasonably required amounts of utilities without charge. The successful bidder at his own expense shall install and maintain all necessary temporary connections and distribution lines, and shall remove the same prior to final acceptance of the construction. Toilet facilities are available on the site and may be used by the workpeople subject to the regulations of the County.

INSPECTION OF SITE OR BUILDING

It shall be the successful bidder's responsibility to ascertain possible conditions, including such things as elevator size and capacities, existing building materials and components, etc., before finalizing work orders.

PROJECT COMPLETION, CLEANUP

See GENERAL CONDITIONS. Notification of completion and request for inspection of work shall be required for each work order.

SINGULAR NUMBER

- A. Where any item, device, part of equipment, etc., is herein referred to in singular number, such reference shall apply to as many items, devices, etc., as are required for completion of work as outlined in the specification for each work order.
- B. Where any reference is made herein to "the contract," or "contract work," etc., such meaning shall apply to each work order individually and collectively.

TRADE STANDARDS AND WORKMANSHIP

Workmanship shall be first class. In case of dispute and in the absence of any definite criteria or specifications for work required under this contract, the Manager of Facilities Management's decision on acceptable level of workmanship shall be binding.

ERECTIONS OF SIGNS AND BARRICADES

The successful bidder shall erect the necessary signs and barricades to ensure the safety of all Government personnel and customers.

TO: Daily Journal of Commerce

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

MULTNOMAH COUNTY

Bids Due April 27, 1989 at 2:00 P.M.  
Bid No. B77-800-3438

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

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: MANDATORY** - April 19, 1989, at Multnomah County Transportation Bldg. Yeon Shop at 1620 SE 190th Ave., Portland, 10:00 am, Wednesday April 19, 1989

**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: Painting Steel Bridges & Grade Separation Structures

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 April 6, ~~7~~, <sup>7</sup> 10, 1989

TO: Skanner

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

**MULTNOMAH COUNTY**

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LILLIE WALKER, DIRECTOR  
PURCHASING SECTION

Publish Week of April 10th

T0: Portland Observer

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

**MULTNOMAH COUNTY**

Bids Due April 27, 1989 at 2:00 P.M.  
Bid No. B77-800-3438

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LILLIE WALKER, DIRECTOR  
PURCHASING SECTION

Publish Week of April 10th

PROJECT NAME: Stark Street Bridge Maintenance Painting  
LOCATION: Stark Street Bridge  
KIND OF WORK: Painting & Overlay Br. Deck Surface  
PROJECT NO.: 1073  
SUBMITTED BY: Dept. Environmental Svcs.-Transportation Division  
BID NUMBER: \_\_\_\_\_  
BID ADVERTISEMENT DATES: \_\_\_\_\_  
BID OPENING DATE: \_\_\_\_\_

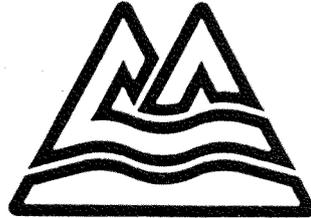
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BID PROPOSAL FOR CONSTRUCTION

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**MULTNOMAH  
COUNTY**

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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 &  
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  
Statement: This form must be completed to be eligible for bidding.
- Certificate of  
Compliance with  
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:

STARK STREET BRIDGE MAINTENANCE PAINTING

Project 1073

B I D S H E E T

ITEM	QUANTITY		
1. Mobilization	All Req'd		
For	Lump Sum	\$	\$
2. Special Public Liability & Property Damage Insurance	All Req'd		
For	Lump Sum	\$	\$
3. Temporary Protection & Direction of Traffic	All Req'd		
For	Lump Sum	\$	\$
4. Temporary Signs	224 Sq. Ft.		
For	Per Sq. Ft.	\$	\$
5. Temporary Barricades	6 Each		
For	Per Each	\$	\$
6. Flagging	120 hrs		
For	Per Hour	\$	\$
7. Clean and Paint Stark St. Bridge	All Req'd		
For	Lump Sum	\$	\$
8. Second Color Coat Protection	All Req'd		
For	Lump Sum	\$	\$
9. Bridge Deck Cleaning	All Req'd		
For	Lump Sum	\$	\$

STARK STREET BRIDGE MAINTENANCE PAINTING

Project 1073

B I D S H E E T

ITEM	QUANTITY		
10. Bridge Deck Repairs	500 Sq. Ft		
For	Per Sq. Ft.	\$	\$
11. Epoxy Modified Overlay	588 Sq. Yd		
For	Per Sq. Yd.	\$	\$
12. Rivet Repairs	All Req'd		
For	Force Account	\$4,000.00	\$4,000.00
		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:

**Stark Street Bridge Maintenance Painting**

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.

# Specifications For Multnomah County Oregon Construction

Project: Stark Street Bridge Maintenance Painting

Location: Stark Street Bridge

Kind of Work: Painting & Overlay Br. Deck Surface

Project No.: 1073

Submitted by: \_\_\_\_\_  
Contractor

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

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



**MULTNOMAH COUNTY OREGON**

Department of Environmental Services  
Transportation Division

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

TO ALL PLANHOLDERS

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

-----

ESTIMATED QUANTITIES

ITEM	QUANTITY
1. Mobilization	All Req'd
For	Lump Sum
2. Special Public Liability & Property Damage Insurance	All Req'd
For	Lump Sum
3. Temporary Protection & Direction of Traffic	All Req'd
For	Lump Sum
4. Temporary Signs	224 Sq. Ft.
For	Per Sq. Ft.
5. Temporary Barricades	6 Each
For	Per Each
6. Flagging	120 hrs
For	Per Hour
7. Clean & Paint Stark Street Bridge	All Req'd
For	Lump Sum
8. Second Color Coat Protection	All Req'd
For	Lump Sum

ESTIMATED QUANTITIES

ITEM	QUANTITY
9. Bridge Deck Cleaning	All Req'd
For	Lump Sum
10. Bridge Deck Repairs	500 Sq. Ft.
For	Per Sq. Ft.
11. Epoxy Modified Overlay	588 Sq. Yd.
For	Per Sq. Yd.
12. Rivet Repair	All Req'd
For	Force Account

# APPENDIX

<u>PAGE NO.</u>	<u>DESCRIPTION</u>
1	MAIN TRUSS DIAGRAM
2	APPROACH TRUSS DIAGRAM
3	GUIDE FOR RIVET REPLACEMENT
4	TRAFFIC SIGNING PLAN
5	TEMPORARY PROTECTION & DIRECTION OF TRAFFIC
6	STANDARD SIGNING DETAILS INSTALLATION
7	STANDARD SIGNING DETAILS REGULATORY SIGNS
8	STANDARD SIGNING DETAILS WARNING SIGNS
9	STANDARD SIGNING DETAILS WARNING SIGNS
10	STANDARD SIGNING DETAILS CONSTRUCTION SIGNS

COLOR "A" APPROXIMATES  
RODDA PAINT'S "TEAL BLUE"

APPLIED TO:

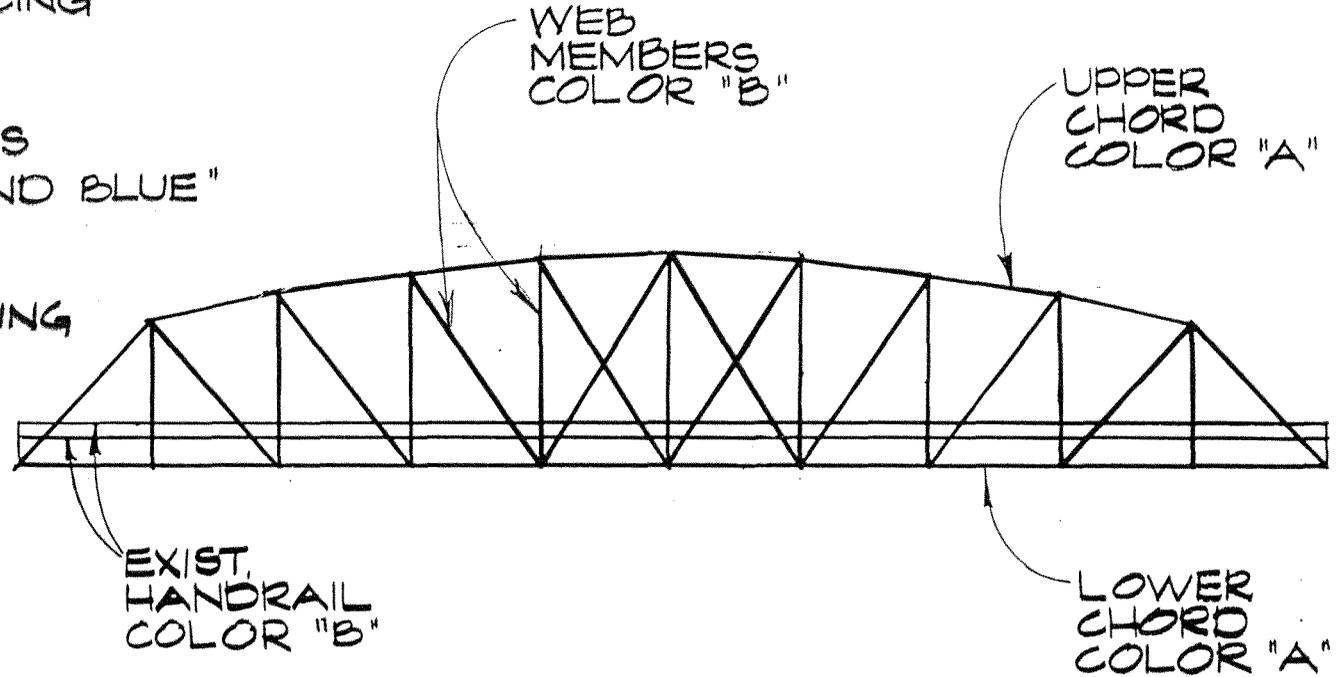
- UPPER CHORD
- LOWER CHORD
- \*FLOOR BEAMS
- \*FLOOR STRINGERS
- \*LOWER LATERAL BRACING
- HANDRAILING

COLOR "B" APPROXIMATES  
RODDA PAINT'S "RICHMOND BLUE"

APPLIED TO:

- \*GUARDRAILING
- \*UPPER LATERAL BRACING
- \*WIND BRACING
- \*PORTAL FRAMING

\* DENOTES NOT  
SHOWN HERE.



MAIN TRUSS DIAGRAM  
INTERMEDIATE COAT COLOR SCHEMATIC

COLOR "A"

APPLIED TO:

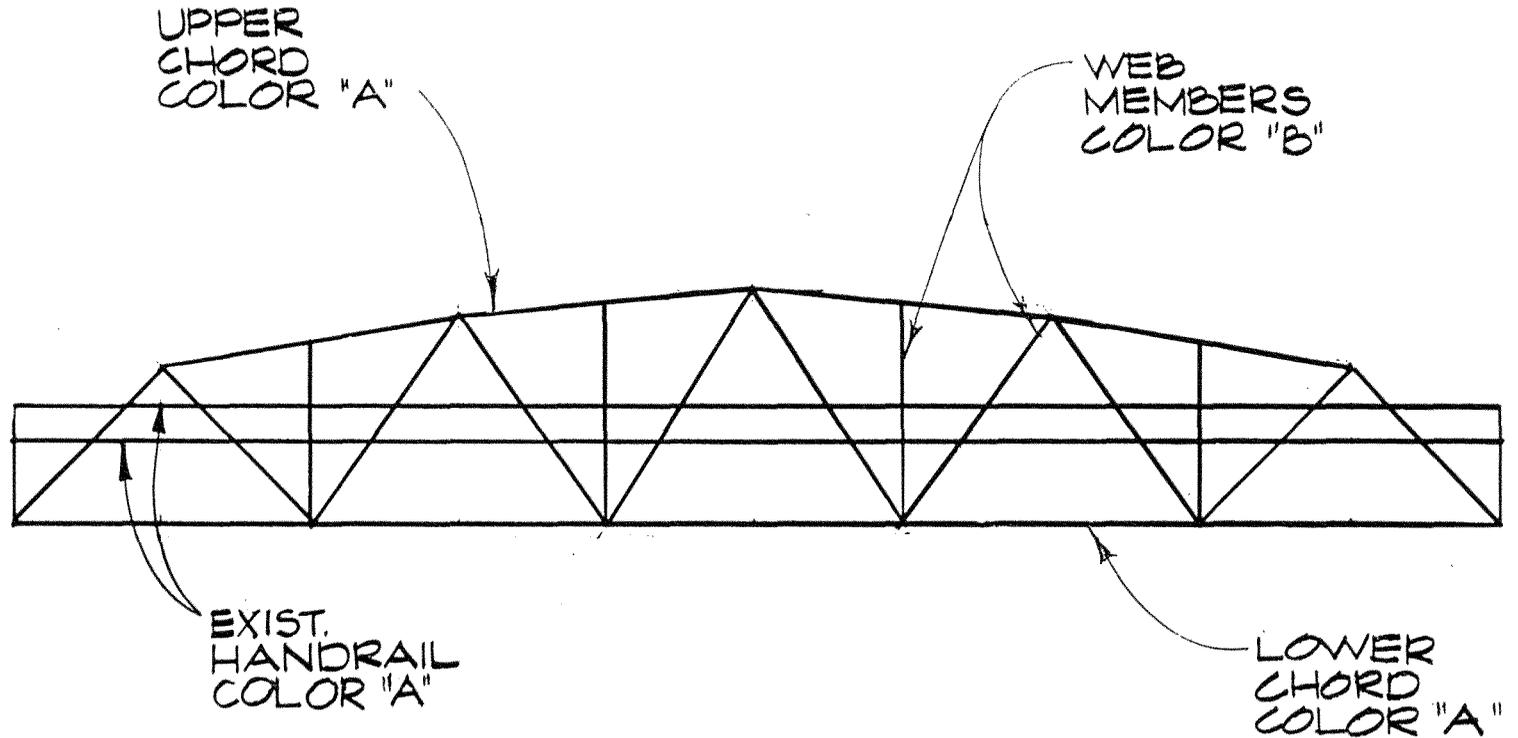
- UPPER CHORD
- LOWER CHORD
- \* FLOOR BEAMS
- \* FLOOR STRINGERS
- \* LOWER LATERAL BRACING
- HANDRAILING

COLOR "B"

APPLIED TO:

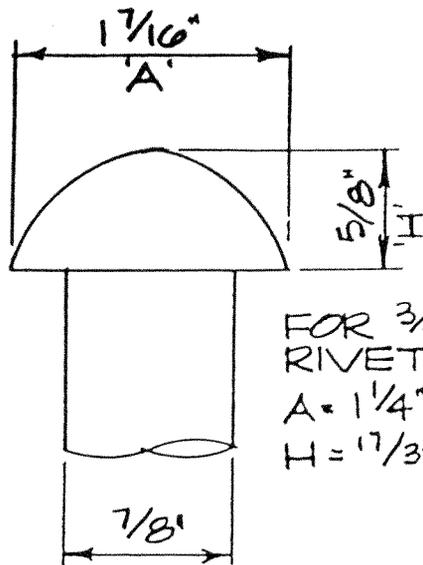
- WEB MEMBERS
- \* GUARDRAILING

\* DENOTES NOT SHOWN HERE.

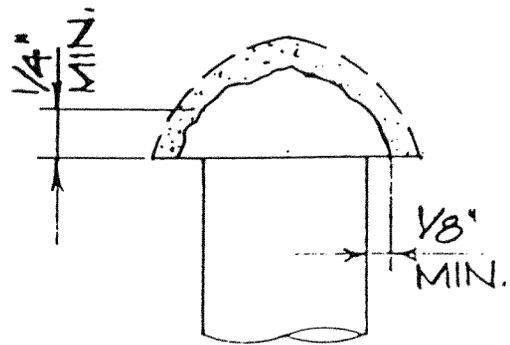


## APPROACH TRUSS DIAGRAM

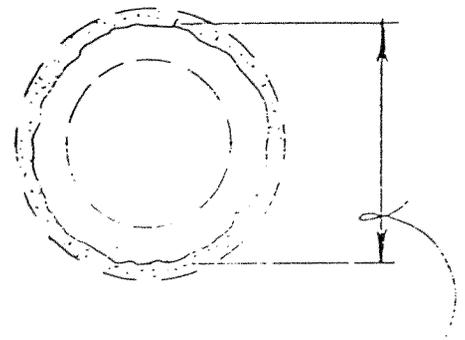
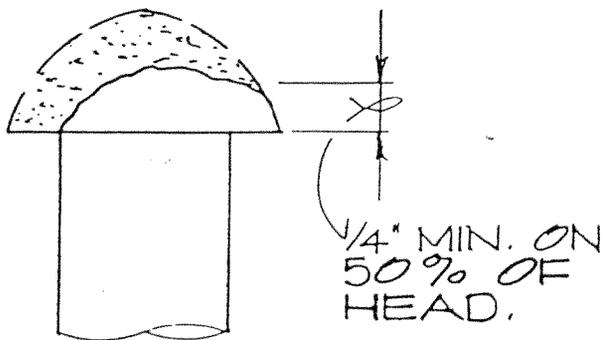
INTERMEDIATE COAT COLOR SCHEMATIC



FOR  $\frac{3}{4}''\phi$   
 RIVET  
 $A = 1\frac{1}{4}''$   
 $H = 1\frac{1}{32}''$



NOMINAL DIMENSIONS FOR UNDAMAGED RIVET.

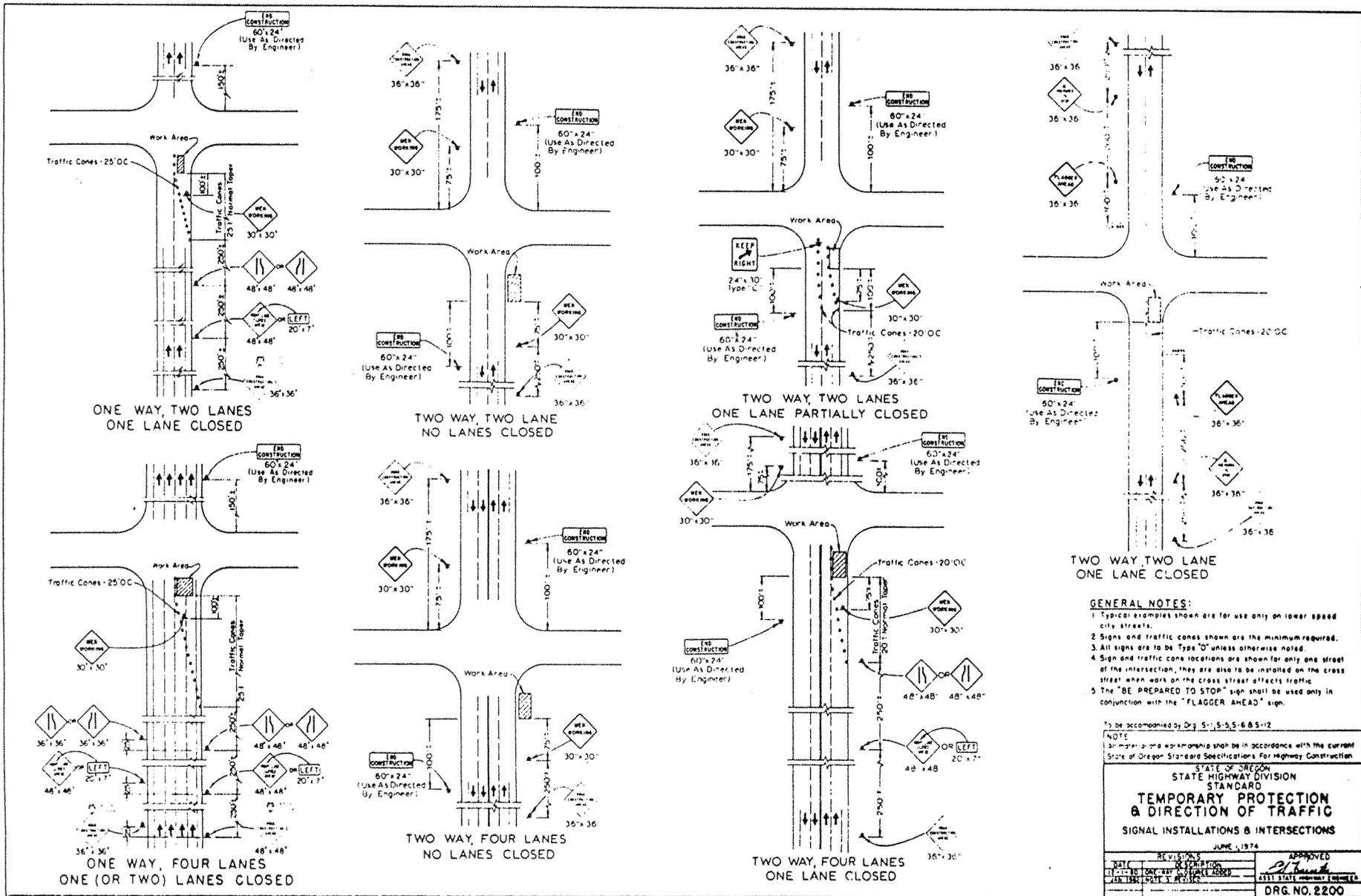


$\frac{1}{8}''$  FOR  $\frac{3}{4}''\phi$   
 RIVET)

Guide for Rivet Replacement

Rivets with either remaining sound head of less than minimum dimensions shown above shall be removed and replaced with a high strength bolt as specified.





- GENERAL NOTES:**
1. Typical examples shown are for use only on lower speed city streets.
  2. Signs and traffic cones shown are the minimum required.
  3. All signs are to be Type "O" unless otherwise noted.
  4. Sign and traffic cone locations are shown for only one street of the intersection, they are also to be installed on the cross street when work on the cross street affects traffic.
  5. The "BE PREPARED TO STOP" sign shall be used only in conjunction with the "FLAGGER AHEAD" sign.

To be accompanied by Div. 5-1, 5-5, 6 & 5-12

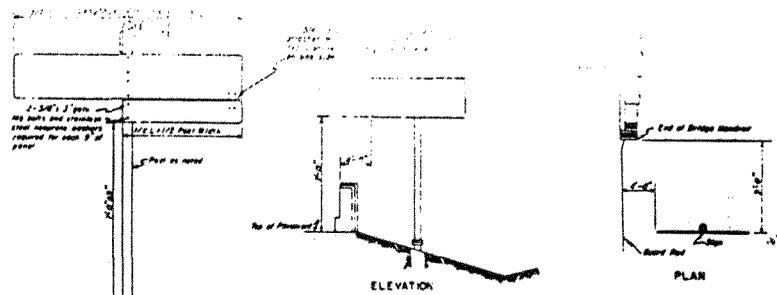
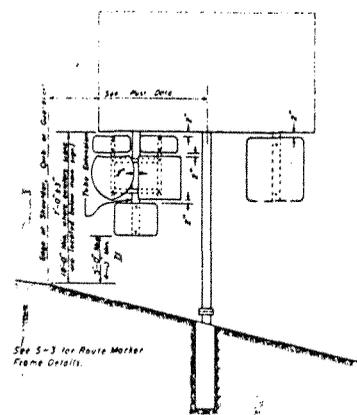
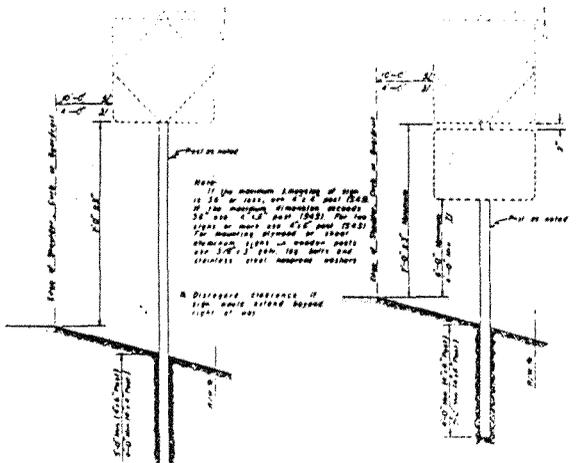
NOTE  
 All signs and work areas shall be in accordance with the current State of Oregon Standard Specifications for Highway Construction.

STATE OF OREGON  
 STATE HIGHWAY DIVISION  
 STANDARD  
**TEMPORARY PROTECTION  
 & DIRECTION OF TRAFFIC**  
 SIGNAL INSTALLATIONS & INTERSECTIONS

JUNE, 1974

REVISED BY: [Signature]  
 DATE: [Blank]  
 CHECKED BY: [Signature]  
 DATE: [Blank]

APPROVED  
 [Signature]  
 STATE HIGHWAY DIVISION  
 ORG. NO. 2200



SIGN LOCATION FOR FREEWAY OVERCROSSING

STANDARD SIGN CLEARANCES TO BE USED IF NO CLEARANCE IS INDICATED IN POST DATA

TYPE	SIGN BEHIND GUARDRAIL	NOT BEHIND GUARDRAIL
Route Signs	4'-0"	10'-0"
Control Signs	4'-0"	10'-0"
Guide Signs	4'-0"	30'-0"
Exit Signs	4'-0"	10'-0"

- 1/ Sign on main highway
- 2/ Sign at ramp terminal
- 3/ Distance from edge of sign to face of guardrail
- 4/ Distance from edge of sign to curb or edge of shoulder
- 5/ Distance from center of nearest post to curb or edge of shoulder
- 6/ "STOP" signs shall always be installed at 6'-0" clearance, if not behind guardrail
- 7/ For 2-lane rural roads only.

Note: In order to develop the maximum moment resistance of the "L" sign post, the "L" dimension is to be at right angles to the sign.



SIGN PLACEMENT

TYPICAL "EXIT" SIGN INSTALLATION

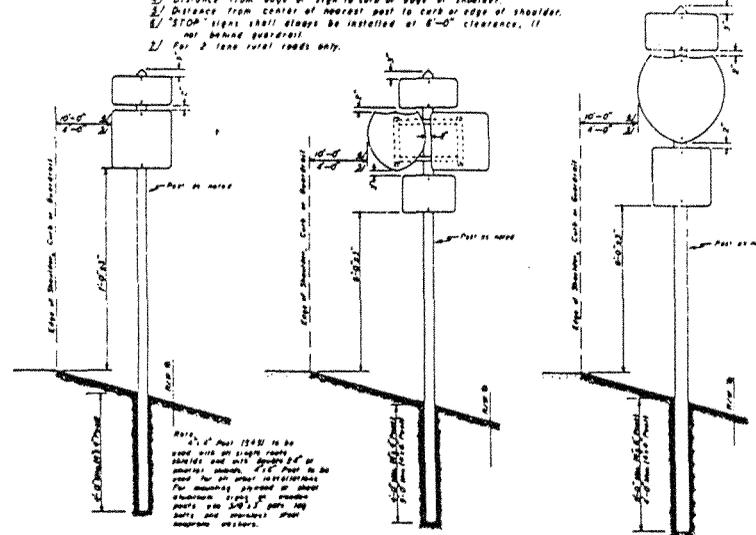
TYPE	SIGN	BACKGROUND	LEGEND
A	Aluminum Plate	White reflective sheeting	Reflective white background
AA	Aluminum Plate	White reflective sheeting	Reflective white background
B	Aluminum Plate	White reflective sheeting	Reflective white background
C	Sheet Aluminum or Plywood	White reflective sheeting	Non-reflective sheet background
D	Sheet Aluminum or Plywood	White reflective sheeting	Non-reflective sheet background
E	Sheet Aluminum or Plywood	White reflective sheeting	Reflective white background
F	Sheet Aluminum or Plywood	White reflective sheeting	Reflective white background
G	Sheet Aluminum or Plywood	White reflective sheeting	Reflective white background
H	Sheet Aluminum or Plywood	White reflective sheeting	Reflective white background
I	Sheet Aluminum or Plywood	White reflective sheeting	Reflective white background
EE	Sheet Aluminum or Plywood	White reflective sheeting	Reflective white background
EEE	Sheet Aluminum or Plywood	White reflective sheeting	Reflective white background

MATERIAL DESCRIPTION

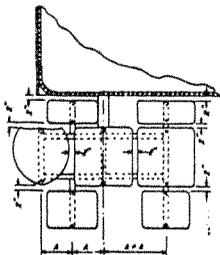
DATE	REVISED	REVISION
3-72		Added Type EE
2-74		Added Type EE

OREGON STATE HIGHWAY DIVISION  
TRAFFIC ENGINEERING SECTION  
STANDARD  
SIGNING DETAILS  
INSTALLATION

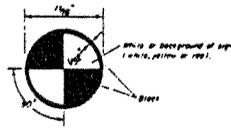
12.5 6/8 1/2 S-1



ROUTE MARKER ASSEMBLIES



See S-3 for Route Marker Frame Details



SIGN IDENTIFICATION MARKER

Note: Sign identification markers shall be located on the face and approximately 1/2" from the marker on all regulatory and advisory signs. The marker shall be located in the lower left hand corner on all square and rectangular signs and centered on the bottom of the sign on all other shapes. (Exempt: round signs, etc.) The marker may be omitted by any manufacturer if the application process shall be in accordance with industry standards and test the life of the sign.

Note: Signing details shown on this sheet are intended to convey typical conditions only. Individual locations may require installation different from those shown.



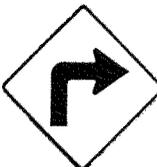
All signs on this sheet shall be Type "C" when used as permanent signing and Type "B" when used as maintenance or construction work, unless noted otherwise.

Warning signs shall have non-reflective black letters, symbols and borders on a white or orange background, unless noted otherwise. All backgrounds shall be reflective. The Federal Highway Administration standard rounded capital letter alphabets and letter spacing shall be used unless noted otherwise. For detailed sign drawings and dimensions, see the publication "Standard Highway Signs of the Federal Highway Administration," the border, margin, and corner sizes shall be as to size unless noted otherwise.

BOARD DIMENSIONS	BORDER	MARGIN	CORNER
Either or both less than 30"	5/8"	3/8"	1/2"
Both 30"	3/4"	1/2"	1/2"
Both more than 30" & either less than 48"	7/8"	5/8"	2 1/4"
Both 48" or larger	1 1/4"	3/4"	3"



SIGN SPECIFICATIONS
TYPE: W-4L
BOARD NUMBER: 41
BOARD SIZE: 30" x 30"
LETTER HEIGHT: 4"
LETTER SPACING: 1/2"
LETTER COLOR: BLACK
BORDER COLOR: BLACK
BORDER WIDTH: 5/8"
MARGIN: 3/8"
CORNER: 1/2"



SIGN SPECIFICATIONS
TYPE: W-4R
BOARD NUMBER: 42
BOARD SIZE: 30" x 30"
LETTER HEIGHT: 4"
LETTER SPACING: 1/2"
LETTER COLOR: BLACK
BORDER COLOR: BLACK
BORDER WIDTH: 5/8"
MARGIN: 3/8"
CORNER: 1/2"



SIGN SPECIFICATIONS
TYPE: W-4L
BOARD NUMBER: 43
BOARD SIZE: 30" x 30"
LETTER HEIGHT: 4"
LETTER SPACING: 1/2"
LETTER COLOR: BLACK
BORDER COLOR: BLACK
BORDER WIDTH: 5/8"
MARGIN: 3/8"
CORNER: 1/2"



SIGN SPECIFICATIONS
TYPE: W-4R
BOARD NUMBER: 44
BOARD SIZE: 30" x 30"
LETTER HEIGHT: 4"
LETTER SPACING: 1/2"
LETTER COLOR: BLACK
BORDER COLOR: BLACK
BORDER WIDTH: 5/8"
MARGIN: 3/8"
CORNER: 1/2"



SIGN SPECIFICATIONS
TYPE: W-4L
BOARD NUMBER: 45
BOARD SIZE: 30" x 30"
LETTER HEIGHT: 4"
LETTER SPACING: 1/2"
LETTER COLOR: BLACK
BORDER COLOR: BLACK
BORDER WIDTH: 5/8"
MARGIN: 3/8"
CORNER: 1/2"



SIGN SPECIFICATIONS
TYPE: W-4R
BOARD NUMBER: 46
BOARD SIZE: 30" x 30"
LETTER HEIGHT: 4"
LETTER SPACING: 1/2"
LETTER COLOR: BLACK
BORDER COLOR: BLACK
BORDER WIDTH: 5/8"
MARGIN: 3/8"
CORNER: 1/2"



SIGN SPECIFICATIONS
TYPE: W-4L
BOARD NUMBER: 47
BOARD SIZE: 30" x 30"
LETTER HEIGHT: 4"
LETTER SPACING: 1/2"
LETTER COLOR: BLACK
BORDER COLOR: BLACK
BORDER WIDTH: 5/8"
MARGIN: 3/8"
CORNER: 1/2"



SIGN SPECIFICATIONS
TYPE: W-4R
BOARD NUMBER: 48
BOARD SIZE: 30" x 30"
LETTER HEIGHT: 4"
LETTER SPACING: 1/2"
LETTER COLOR: BLACK
BORDER COLOR: BLACK
BORDER WIDTH: 5/8"
MARGIN: 3/8"
CORNER: 1/2"



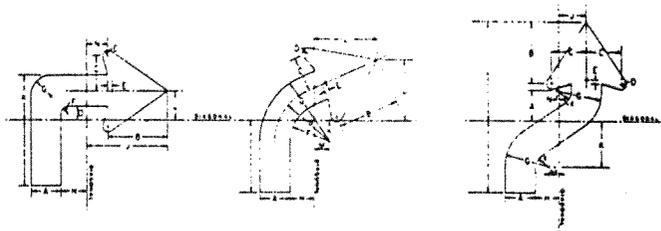
SIGN SPECIFICATIONS
TYPE: W-4L
BOARD NUMBER: 49
BOARD SIZE: 30" x 30"
LETTER HEIGHT: 4"
LETTER SPACING: 1/2"
LETTER COLOR: BLACK
BORDER COLOR: BLACK
BORDER WIDTH: 5/8"
MARGIN: 3/8"
CORNER: 1/2"



SIGN SPECIFICATIONS
TYPE: W-4R
BOARD NUMBER: 50
BOARD SIZE: 30" x 30"
LETTER HEIGHT: 4"
LETTER SPACING: 1/2"
LETTER COLOR: BLACK
BORDER COLOR: BLACK
BORDER WIDTH: 5/8"
MARGIN: 3/8"
CORNER: 1/2"

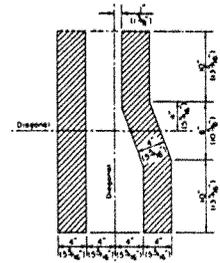


SIGN SPECIFICATIONS
TYPE: W-4L
BOARD NUMBER: 51
BOARD SIZE: 30" x 30"
LETTER HEIGHT: 4"
LETTER SPACING: 1/2"
LETTER COLOR: BLACK
BORDER COLOR: BLACK
BORDER WIDTH: 5/8"
MARGIN: 3/8"
CORNER: 1/2"

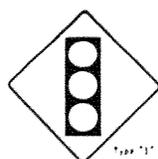


SIGN NO.	BOARD SIZE	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
W-4L-30	30"x30"	4 1/2"	4 1/2"	4 1/2"	4 1/2"	4 1/2"	4 1/2"	4 1/2"	4 1/2"	4 1/2"	4 1/2"	4 1/2"	4 1/2"	4 1/2"	4 1/2"	4 1/2"	4 1/2"
W-4R-30	30"x30"	4 1/2"	4 1/2"	4 1/2"	4 1/2"	4 1/2"	4 1/2"	4 1/2"	4 1/2"	4 1/2"	4 1/2"	4 1/2"	4 1/2"	4 1/2"	4 1/2"	4 1/2"	4 1/2"
W-4L-48	48"x48"	7 1/4"	7 1/4"	7 1/4"	7 1/4"	7 1/4"	7 1/4"	7 1/4"	7 1/4"	7 1/4"	7 1/4"	7 1/4"	7 1/4"	7 1/4"	7 1/4"	7 1/4"	7 1/4"
W-4R-48	48"x48"	7 1/4"	7 1/4"	7 1/4"	7 1/4"	7 1/4"	7 1/4"	7 1/4"	7 1/4"	7 1/4"	7 1/4"	7 1/4"	7 1/4"	7 1/4"	7 1/4"	7 1/4"	7 1/4"
W-4L-30	30"x30"	4 1/2"	4 1/2"	4 1/2"	4 1/2"	4 1/2"	4 1/2"	4 1/2"	4 1/2"	4 1/2"	4 1/2"	4 1/2"	4 1/2"	4 1/2"	4 1/2"	4 1/2"	4 1/2"
W-4R-30	30"x30"	4 1/2"	4 1/2"	4 1/2"	4 1/2"	4 1/2"	4 1/2"	4 1/2"	4 1/2"	4 1/2"	4 1/2"	4 1/2"	4 1/2"	4 1/2"	4 1/2"	4 1/2"	4 1/2"
W-4L-48	48"x48"	7 1/4"	7 1/4"	7 1/4"	7 1/4"	7 1/4"	7 1/4"	7 1/4"	7 1/4"	7 1/4"	7 1/4"	7 1/4"	7 1/4"	7 1/4"	7 1/4"	7 1/4"	7 1/4"
W-4R-48	48"x48"	7 1/4"	7 1/4"	7 1/4"	7 1/4"	7 1/4"	7 1/4"	7 1/4"	7 1/4"	7 1/4"	7 1/4"	7 1/4"	7 1/4"	7 1/4"	7 1/4"	7 1/4"	7 1/4"
W-4L-30	30"x30"	4 1/2"	4 1/2"	4 1/2"	4 1/2"	4 1/2"	4 1/2"	4 1/2"	4 1/2"	4 1/2"	4 1/2"	4 1/2"	4 1/2"	4 1/2"	4 1/2"	4 1/2"	4 1/2"
W-4R-30	30"x30"	4 1/2"	4 1/2"	4 1/2"	4 1/2"	4 1/2"	4 1/2"	4 1/2"	4 1/2"	4 1/2"	4 1/2"	4 1/2"	4 1/2"	4 1/2"	4 1/2"	4 1/2"	4 1/2"
W-4L-48	48"x48"	7 1/4"	7 1/4"	7 1/4"	7 1/4"	7 1/4"	7 1/4"	7 1/4"	7 1/4"	7 1/4"	7 1/4"	7 1/4"	7 1/4"	7 1/4"	7 1/4"	7 1/4"	7 1/4"
W-4R-48	48"x48"	7 1/4"	7 1/4"	7 1/4"	7 1/4"	7 1/4"	7 1/4"	7 1/4"	7 1/4"	7 1/4"	7 1/4"	7 1/4"	7 1/4"	7 1/4"	7 1/4"	7 1/4"	7 1/4"
W-4L-60	48"x60"	7 1/4"	7 1/4"	7 1/4"	7 1/4"	7 1/4"	7 1/4"	7 1/4"	7 1/4"	7 1/4"	7 1/4"	7 1/4"	7 1/4"	7 1/4"	7 1/4"	7 1/4"	7 1/4"
W-4R-60	48"x60"	7 1/4"	7 1/4"	7 1/4"	7 1/4"	7 1/4"	7 1/4"	7 1/4"	7 1/4"	7 1/4"	7 1/4"	7 1/4"	7 1/4"	7 1/4"	7 1/4"	7 1/4"	7 1/4"
W-4L-72	48"x72"	7 1/4"	7 1/4"	7 1/4"	7 1/4"	7 1/4"	7 1/4"	7 1/4"	7 1/4"	7 1/4"	7 1/4"	7 1/4"	7 1/4"	7 1/4"	7 1/4"	7 1/4"	7 1/4"
W-4R-72	48"x72"	7 1/4"	7 1/4"	7 1/4"	7 1/4"	7 1/4"	7 1/4"	7 1/4"	7 1/4"	7 1/4"	7 1/4"	7 1/4"	7 1/4"	7 1/4"	7 1/4"	7 1/4"	7 1/4"

ARROW DETAILS FOR W1 SERIES SIGNS



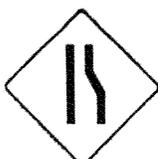
4" Dimension for 36" x 36" Sign  
15 1/2" Dimension for 48" x 48" Sign  
Details for W4-2L (W4-2R Reversed)



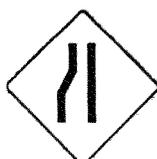
SIGN SPECIFICATIONS
TYPE: W-4L
BOARD NUMBER: 52
BOARD SIZE: 30" x 30"
LETTER HEIGHT: 4"
LETTER SPACING: 1/2"
LETTER COLOR: BLACK
BORDER COLOR: BLACK
BORDER WIDTH: 5/8"
MARGIN: 3/8"
CORNER: 1/2"



SIGN SPECIFICATIONS
TYPE: W-4L
BOARD NUMBER: 53
BOARD SIZE: 30" x 30"
LETTER HEIGHT: 4"
LETTER SPACING: 1/2"
LETTER COLOR: BLACK
BORDER COLOR: BLACK
BORDER WIDTH: 5/8"
MARGIN: 3/8"
CORNER: 1/2"



SIGN SPECIFICATIONS
TYPE: W-4L
BOARD NUMBER: 54
BOARD SIZE: 30" x 30"
LETTER HEIGHT: 4"
LETTER SPACING: 1/2"
LETTER COLOR: BLACK
BORDER COLOR: BLACK
BORDER WIDTH: 5/8"
MARGIN: 3/8"
CORNER: 1/2"



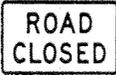
SIGN SPECIFICATIONS
TYPE: W-4R
BOARD NUMBER: 55
BOARD SIZE: 30" x 30"
LETTER HEIGHT: 4"
LETTER SPACING: 1/2"
LETTER COLOR: BLACK
BORDER COLOR: BLACK
BORDER WIDTH: 5/8"
MARGIN: 3/8"
CORNER: 1/2"

DATE: 11/1/54	BY: J.A.	OREGON STATE HIGHWAY DIVISION TRAFFIC ENGINEERING SECTION
4775	General Review	
4777	Checked by: J.A.	
4779	Reviewed by: J.A.	
		STANDARD SIGNING DETAILS WARNING SIGNS
		11/1/54





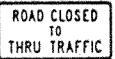
Sign Number	Board	Letter-Height	Width	Area
100	12" x 18"	4"	12"	144"
101	12" x 18"	4"	12"	144"



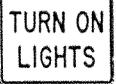
Sign Number	Board	Letter-Height	Width	Area
102	12" x 18"	4"	12"	144"
103	12" x 18"	4"	12"	144"



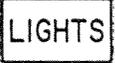
Sign Number	Board	Letter-Height	Width	Area
104	12" x 18"	4"	12"	144"
105	12" x 18"	4"	12"	144"



Sign Number	Board	Letter-Height	Width	Area
106	12" x 18"	4"	12"	144"
107	12" x 18"	4"	12"	144"



Sign Number	Board	Letter-Height	Width	Area
108	12" x 18"	4"	12"	144"
109	12" x 18"	4"	12"	144"

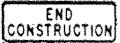


Sign Number	Board	Letter-Height	Width	Area
110	12" x 18"	4"	12"	144"
111	12" x 18"	4"	12"	144"

All signs in this section shall be Type "C" unless noted otherwise.

Reflective signs shall have non-reflective black letters, symbols and borders on a white background, unless noted otherwise. All backgrounds shall be reflective. The Federal Highway Administration Standard "Roadway Signs, Markings and Lettering" shall be used unless noted otherwise. For detailed sign drawings and dimensions, see the publication "Standard Highway Signs" by the Federal Highway Administration, 1971. The border, margin and corner shall be as shown unless noted otherwise.

BOARD DIMENSIONS	BORDER	MARGIN	CORNER
Either or both less than 30"	3/8"	3/8"	1/2"
Both 30"	3/8"	1/2"	1/2"
Both more than 30" & either less than 48"	3/8"	3/8"	3/4"
Both 48" or larger	1/2"	3/4"	3/4"



Sign Number	Board	Letter-Height	Width	Area
112	12" x 18"	4"	12"	144"
113	12" x 18"	4"	12"	144"



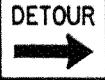
Sign Number	Board	Letter-Height	Width	Area
114	12" x 18"	4"	12"	144"
115	12" x 18"	4"	12"	144"



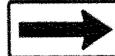
Sign Number	Board	Letter-Height	Width	Area
116	12" x 18"	4"	12"	144"
117	12" x 18"	4"	12"	144"



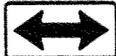
Sign Number	Board	Letter-Height	Width	Area
118	12" x 18"	4"	12"	144"
119	12" x 18"	4"	12"	144"



Sign Number	Board	Letter-Height	Width	Area
120	12" x 18"	4"	12"	144"
121	12" x 18"	4"	12"	144"



Sign Number	Board	Letter-Height	Width	Area
122	12" x 18"	4"	12"	144"
123	12" x 18"	4"	12"	144"



Sign Number	Board	Letter-Height	Width	Area
124	12" x 18"	4"	12"	144"
125	12" x 18"	4"	12"	144"

All signs in this section shall be Type "D" when used as permanent signing and Type "C" when used as maintenance or construction signs, unless noted otherwise.

Warning signs shall have non-reflective black letters, symbols and borders on a yellow or orange background, unless noted otherwise. A background shall be reflective. The Federal Highway Administration Standard "Roadway Signs, Markings and Lettering" shall be used unless noted otherwise. For detailed sign drawings and dimensions, see the publication "Standard Highway Signs" by the Federal Highway Administration, 1971. The border, margin and corner shall be as shown unless noted otherwise.

BOARD DIMENSIONS	BORDER	MARGIN	CORNER
Either or both less than 30"	3/8"	3/8"	1/2"
Both 30"	3/8"	1/2"	1/2"
Both more than 30" & either less than 48"	3/8"	3/8"	3/4"
Both 48" or larger	1/2"	3/4"	3/4"



Sign Number	Board	Letter-Height	Width	Area
126	12" x 18"	4"	12"	144"
127	12" x 18"	4"	12"	144"



Sign Number	Board	Letter-Height	Width	Area
128	12" x 18"	4"	12"	144"
129	12" x 18"	4"	12"	144"



Sign Number	Board	Letter-Height	Width	Area
130	12" x 18"	4"	12"	144"
131	12" x 18"	4"	12"	144"



Sign Number	Board	Letter-Height	Width	Area
132	12" x 18"	4"	12"	144"
133	12" x 18"	4"	12"	144"



Sign Number	Board	Letter-Height	Width	Area
134	12" x 18"	4"	12"	144"
135	12" x 18"	4"	12"	144"



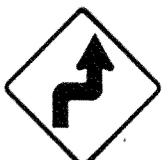
Sign Number	Board	Letter-Height	Width	Area
136	12" x 18"	4"	12"	144"
137	12" x 18"	4"	12"	144"



Sign Number	Board	Letter-Height	Width	Area
138	12" x 18"	4"	12"	144"
139	12" x 18"	4"	12"	144"



Sign Number	Board	Letter-Height	Width	Area
140	12" x 18"	4"	12"	144"
141	12" x 18"	4"	12"	144"



Sign Number	Board	Letter-Height	Width	Area
142	12" x 18"	4"	12"	144"
143	12" x 18"	4"	12"	144"



Sign Number	Board	Letter-Height	Width	Area
144	12" x 18"	4"	12"	144"
145	12" x 18"	4"	12"	144"



Sign Number	Board	Letter-Height	Width	Area
146	12" x 18"	4"	12"	144"
147	12" x 18"	4"	12"	144"



Sign Number	Board	Letter-Height	Width	Area
148	12" x 18"	4"	12"	144"
149	12" x 18"	4"	12"	144"



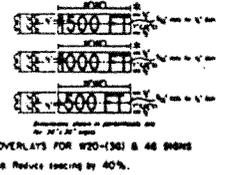
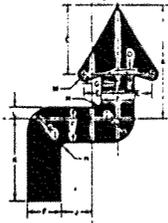
Sign Number	Board	Letter-Height	Width	Area
150	12" x 18"	4"	12"	144"
151	12" x 18"	4"	12"	144"



Sign Number	Board	Letter-Height	Width	Area
152	12" x 18"	4"	12"	144"
153	12" x 18"	4"	12"	144"



Sign Number	Board	Letter-Height	Width	Area
154	12" x 18"	4"	12"	144"
155	12" x 18"	4"	12"	144"



OVERLAYS FOR W20-150 & 48 SIGNS  
 & Reduce spacing by 40%.

Sign Number	Board	Letter-Height	Width	Area
156	12" x 18"	4"	12"	144"
157	12" x 18"	4"	12"	144"

DATE	APPROVAL	REVISION
6/27/72	TEUFEL	ADDED TRUCKS SIGN
6/27/72	TEUFEL	ADDED TRUCKS SIGN
6/27/72	TEUFEL	ADDED TRUCKS SIGN
6/27/72	TEUFEL	ADDED TRUCKS SIGN
6/27/72	TEUFEL	ADDED TRUCKS SIGN
6/27/72	TEUFEL	ADDED TRUCKS SIGN
6/27/72	TEUFEL	ADDED TRUCKS SIGN
6/27/72	TEUFEL	ADDED TRUCKS SIGN
6/27/72	TEUFEL	ADDED TRUCKS SIGN
6/27/72	TEUFEL	ADDED TRUCKS SIGN

OREGON STATE HIGHWAY DIVISION  
 TRAFFIC ENGINEERING SECTION

**STANDARD  
 SIGNING DETAILS  
 CONSTRUCTION SIGNS**

DATE: 6/27/72

T.E. & S. 12

## 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:

### STARK STREET BRIDGE MAINTENANCE PAINTING

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 - Stark Street Bridge Maintenance Painting," 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.

NOTICE TO CONTRACTORS (Continued)

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 approved as to form 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 Executive Officer of Multnomah County in quintuplicate.

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.

## INSTRUCTIONS TO BIDDERS (continued)

### 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.

### 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:

Painting steel bridges and grade separation structures

## 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:

STARK STREET BRIDGE MAINTENANCE PAINTING

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

PERFORMANCE PAYMENT BOND (Page 2)

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 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)

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
(Address - Zip Code)

\_\_\_\_\_  
Principal

By \_\_\_\_\_ (S)

\_\_\_\_\_  
(Address - Zip Code)

ATTEST:

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

(SEAL)

\_\_\_\_\_  
Witness to Surety

\_\_\_\_\_  
(Address - Zip Code)

\_\_\_\_\_  
Surety

By \_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
(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.



SPECIAL PROVISIONSWORK TO BE DONE

The work to be done under this contract consists of but not limited to the following items:

1. Clean and Paint Structural Steel.
2. Overlay Bridge Deck Surface.

Class of Project

This is a Multnomah County project.

Completion Time Limit

All work to be done under the contract shall be completed before the elapse of sixty-three (63) calendar work days.

Applicable Standard Specifications

The Standard Specifications which are applicable to the work on this project are the 1984 Edition of the "Standard Specifications for Highway Construction" of the Oregon State Highway Division, as amended and supplemented herein.

All number reference in these Special Provisions shall be understood to refer to the Section or Subsection of the Standard Specifications bearing like numbers.

Where the "Standard Specifications for Highway Construction" and the Special Provisions differ from the attached Supplemental General Conditions, the latter shall govern.

Maintenance Painting and Application shall be done in conformance with the applicable portions of the Steel Structures Painting Council Specifications SSPC-PA1 except when superseded by those specifications are not in conflict with these Special Provisions.

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.

102.05 Examination of Plans, Specifications, Special Provisions and Site of Work - The County will hold a prebidding meeting for all holders of bidding documents in the conference room of the Multnomah County Transportation Building, the Yeon Shop at 1620 SE 190th Ave., Portland, Oregon at 10:00 a.m., on Wednesday, April 19, 1989. Bidding document holders will be given the opportunity to ask questions relating to any details involved in the performance of the work under this contract. Following the meeting the County will conduct an "on-site" inspection of the structure.

Bidders on this contract will be required to have attended this meeting and "on-site" inspection. Bids will not be accepted from any bidder who has not attended the meeting.

All bidders should be aware that a separate rehabilitation contract for structural repairs to the Stark Street Bridge precedes the maintenance contract and that site conditions will change between the time of the pre-bid meeting and the beginning of the Maintenance Painting and Overlay Contract. All bidders should allow for these changes when entering a bid. Rehabilitation contract plans will be available upon request at the pre-bid meeting.

Information distributed or responses to questions at the prebidding meeting will not in any way alter or affect any of the provisions contained in the project details and specifications.

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.

SECTION 102 - BIDDING REQUIREMENTS AND CONDITIONS, Cont'd102.12 Delivery of Proposals

All proposals shall be delivered in conformance with the requirements of this Subsection. The office designated for receipt of proposals and for withdrawal and 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.

102.19 Plans - The plans which are applicable to the work to be performed under this contract are enclosed herewith.

Please direct any questions you may have regarding specifications or design to the Project Engineer, Bill Neiles, at 248-5050 at Ext. 6785.

SECTION 103 - AWARD AND EXECUTION OF CONTRACT

103.03 Performance Bond - All references to "Performance Bond" shall be understood to mean "Performance - Payment 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.

GUARANTY

The Contractor shall guarantee for a period of one (1) year from the date of acceptance of the work that all work under the Contract is free from all defects due to faulty materials or workmanship. The Contractor shall promptly make such corrections or repairs as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects.

SECTION 103 - AWARD AND EXECUTION OF CONTRACT, Cont'd

If the Contractor, after notice, fails within 10 days to proceed with such repairs, or other work that may be made necessary by such defects the County may do so and charge the Contractor the cost thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee period.

103.06 Execution of Contract and Bond

Change the reference to ten (10) days to read five (5) days.

SECTION 104 - SCOPE OF WORK104.05 Maintenance of Traffic Through the Work

Supplement Subsection 104.05(a) General, as follows:

The Contractor shall be permitted to close the Stark Street Bridge to vehicular and pedestrian traffic for a period of fifty-six (56) Calendar Work Days. This closure shall begin seven (7) days after the commencement of the "on-site" work, as specified in Subsection 108.08 of these Special Provisions or unless otherwise approved by the Engineer. The Contractor shall notify the Engineer in writing fourteen (14) days prior to the commencement of the closure.

The Contractor's trucks or other mobile equipment entering the construction area shall slow down gradually in advance of the turnoff to give following public traffic an opportunity to slow down.

When entering or leaving roadways carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.

The provisions in this Section may be modified or altered if, in the opinion of the Engineer, public traffic will be better served and work expedited. Said modification or alterations shall not be adopted until approved in writing by the Engineer.

SECTION 105 - CONTROL OF WORK

105.01 Authority of the Engineer - Delete this Subsection of the Standard Specifications and substitute the following:

105.01 Authority of the Engineer - All work on the contract shall completely satisfy the Engineer. The contract and specifications give the Engineer authority over the work. For the purpose of the control of the work, but not for the purpose of determining the Contractor's entitlement to compensation or liability for damages, the decision of the Engineer will be final on all questions including, but not limited to, the following:

- Quality and acceptability of materials and work,
- Measurement of unit price work,
- Acceptability of rates of progress on the work,
- Interpretation of plans and specifications,
- Fulfillment of the contract by the Contractor, and
- Payments under the contract.

The authority of the Engineer is such that the Contractor shall at all times carry out and fulfill the instructions and directions of the Engineer insofar as they concern the work to be done under the contract.

To determine if the Contractor is entitled to additional compensation or is liable for damages, the Engineer's decision within the technical competence of an Engineer, shall be presumed to be correct, unless it is shown to be based on a gross mistake.

For purposes of this Section, a "gross mistake" is one which results in more than a nominal difference in the amount of additional compensation or damages.

An Engineer's decision may be appealed and litigated as provided in 109.05, Claims for Extra Compensation and Notice.

The Engineer has the authority to suspend the work as set forth in Section 108, particularly 108.07.

All work to be done under the contract will not be considered completed until it has passed final inspection by the Engineer and is accepted by the Commission. Interim approval of the work by the Engineer during progress of the work signifies favorable opinion and qualified consent; it does not carry with it certification, nor assurance of completeness, nor assurance of quality, nor assurance of accuracy concerning details, dimensions, and quantities. Such approval will not relieve the Contractor from responsibilities for errors, for improper fabrication, for nonconformance to requirements, or for deficiencies within the Contractor's control.

SECTION 105 - CONTROL OF WORK Cont'd105.05 Cooperation & Superintendence by Contractor - Add the following:

Excluding the closure periods, the bridge shall be kept clean as possible of equipment and materials. Stock piling of materials on the bridge during non-working hours shall not be allowed. The Contractor will be permitted to place material and equipment on the bridge deck, provided the weight of such items does not exceed 40 psf when averaged out over a supporting area of 100 square feet. Materials and equipment placed on the sidewalk shall not exceed 20 lbs. psf under the same formula. No concentrated load on the bridge deck shall exceed 4,000 lbs. and no two concentrated loads shall be closer than 6'. This restriction loading applies during construction and in exclusive of the posted load of the bridge. The Contractor may place heavier loading only on the approval of the Engineer.

Privately owned vehicles belonging to or used by the Contractor's personnel shall not be parked upon the bridge.

105.06 Utilities - Add the following:

The following is a known list of the utilities within the immediate work area of this project:

Portland General Electric - Electric conduit hanging on the bridge.  
General Telephone - Telephone cable  
Northwest Natural Gas Co. - Gas pipe hanging on the bridge  
Private Water Line - hanging on the bridge owned by Daniel D. Santry  
Oregon State Highway Department  
Cascade Utilities

Any information shown as to the location of existing watercourses, drains, sewer lines or utility lines which cross or are adjacent to the project, has been compiled from the best available sources, but is not guaranteed to be accurate.

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

105.07 Cooperation Between Contractors - Add the following:

Multnomah County has let a separate rehabilitation contract for structural repairs to the Stark Street Bridge that is scheduled for completion on or before June 9, 1989. No "on site" work under this maintenance painting contract will be allowed before June 12, 1989, or unless authorized by the Rehabilitation Contractor and as approved by the Engineer.

SECTION 105 - CONTROL OF WORK Cont'd105.16 Maintenance of Work During Construction

Add the following:

Until acceptance of the project, the Contractor shall at all times protect from damage all public property and private property which may be affected by the work and preserve all materials, supplies, equipment of any description, and all work already performed, the action of the elements, and damage by any person or persons or from any other cause except for Acts of God.

SECTION 106 - CONTROL OF MATERIALS

Control of materials shall conform to all specifications stated in Section 106 of the Standard Specifications, supplemented and/or modified as described herein:

106.02 Approval of Sources and Materials Prior to Use - Add the following:

The Contractor shall identify the suppliers of all materials to be incorporated into the work and inform the Engineer. Sources of supply shall have the Engineer's approval before being incorporated into the work.

106.03 Furnishing Material from Outside Sources - Add the following:

No County controlled sources are being offered for use on this project. All material sources shall be provided by the Contractor.

106.08 Samples, Tests and Cited Specifications of Materials - Add the following:

All material certifications shall show the name of this project as the destination of materials incorporated into the project. Materials requiring a manufacturer's certification from the Contractor will not be permitted to be incorporated into the project without acceptable certification.

Payment for the materials and the cost of incorporating the materials into the project will not be made until the materials are found acceptable by certification or by testing.

SECTION 107 - LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

Legal relations and responsibility to the public shall conform to all specifications stated in Section 107 of the Standard Specifications, supplemented and/or modified as described herein:

The Contractor is advised that the Sandy River is heavily used by sportsmen, and in addition to the private campground to the southwest, adjacent to the bridge, there is a public campground approximately one half mile up stream. Care should be taken during the cleaning and painting operations to avoid the disbursement of air or water borne contaminants, in addition it is recommended that the Contractor have available a floating boom to contain any accidental spills or contaminants from floating downstream.

107.11 Deposits in and Bridges over Navigable Waters - The provisions of Subsection 107.11 of the Standard Specifications are modified and/or supplemented as follows:

The Contractor shall provide means for dispersal and disposal of any fallout material which accumulates on the surface of the water and for removal of fallout material that accumulates on the structure deck or walk. The Contractor shall have one person on the project during working hours whose responsibility it will be to see that fallout and liquid waste are controlled and disposed of in a manner satisfactory to the Engineer.

Prior to commencing work, the Contractor shall submit to the Engineer for review, his plan for control and disposal of fallout and liquid waste from cleaning and painting operations.

Department of Environmental Quality or any other environmental agency requirements for control of fallout material will be the Contractor's responsibility. No additional compensation will be allowed.

107.19 Protection and Restoration of Property and Landscape

Add the following:

The Contractor shall protect all road and river traffic, and all adjacent property from damage or disfigurement caused by blasting, flushing, and painting operations.

SECTION 107 - LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC Cont'd

107.21 Responsibility for Damage Claims - This Subsection is supplemented as follows:

The Contractor shall take necessary measures to prevent damage to marine or vehicular traffic, damage to bridge structure or superstructure, or damage to other property as a result of cleaning and painting work. Any damage resulting from the cleaning and painting operations shall be the responsibility of the Contractor.

The Contractor, in addition to other forms of insurance and bonds required or which become necessary under the terms of the contract, shall carry liability insurance of the kind and in the amounts hereinafter set forth, for any claims for damages which may arise from the operation of the Contractor under this contract. The insurance shall be written with a company authorized to do business in the State of Oregon and which has a resident insurance agent within the State. Such insurance shall be without prejudice to coverage otherwise existing and such insurance shall be in full force and effect until all work required to be performed under the terms of the contract is satisfactorily completed as evidenced by formal acceptance by the County, and furthermore, such insurance shall be noncancelable and nonalterable for any cause whatsoever (including failure to pay premiums) either by the Contractor or by the insurance company, without 10 days' written notice to the County as to the proposed cancellation or alteration. In the event that the insurance is canceled as herein provided, the Contractor shall provide other insurance of the same class and for the same purposes and amounts and subject to the same conditions as provided herein, and the said other insurance shall become effective not later than the time of cancellation of the prior insurance and shall cover the unexpired period of the term herein required.

The Contractor shall not commence work on the project until he has obtained all insurance required or which becomes necessary under the terms of the specifications and approved Multnomah County.

Special Protective Public Liability and Property Damage Liability Insurance - The Contractor shall, with respect to the operations he or any of his subcontractors performs, provide full coverage (noneductible) Protective Public Liability Insurance provide for a limit of not less than \$500,000 for all damages arising out of bodily injuries to or death of one person, and subject to that limit for each person, a total limit of \$1,000,000 for all

SECTION 107 - LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC, Cont'd

damages arising out of bodily injuries to or death of one or more persons in any one occurrence caused or arising out of the operations of the Contractor or his subcontractors on the project, and full coverage (nondeductible) Protective Property Damage Liability Insurance providing for a limit of not less than \$50,000 for all damages arising out of injury to or destruction of property in any one occurrence caused on the project, and, subject to that limit per occurrence, a total (or aggregate) limit of \$250,000 for all damages arising out of injury to or destruction of property during the policy period. When said insurance policy contains an aggregate limit, the Contractor shall provide an additional \$1,000,000 excess insurance coverage.

The Contractor shall include Multnomah County by and through its Department of Environmental Services, its officers, agents and employees, as an additional insured endorsement naming the same as additional insured to the Contractor's public liability and property damage insurance.

Payment for furnishing the above-specified special protective public liability and property damage liability insurance will be made at the contract lump sum amount for the item "Special Public Liability and Property Damage Insurance." Payment for this item shall be understood to be full and complete payment for the special insurance premiums and any costs incidental thereto.

107.25 Contractor's Responsibility for Work - Delete the second sentence of the first paragraph of this Subsection and substitute the following:

The Contractor shall rebuild, repair, restore and make good all losses, injuries and damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof; except loss, injury or damage to the work due to acts of God, acts of the public enemy or of governmental authorities.

SECTION 108 - PROSECUTION AND PROGRESS

108.01 Assignment, Subletting, Speciality Items and Direct Performance of Contract - Insert the following two paragraphs after the second paragraph of this Subsection:

SECTION 108 - PROSECUTION AND PROGRESS, Cont'd

All requests for permission to sublet or subcontract any portion of the contract, or to have any work performed by another organization, shall be accompanied by a true copy of the subcontract agreement. Any amendments or modifications to the subcontract agreement shall be submitted in writing and receive the written consent of Multnomah County before any additional work is done.

No assignment of any proceeds due under the contract will be made unless it is on a form prescribed by the Engineer, and the Contractor secures the consent of its surety to the assignment. Copies of the prescribed form titled "Assignment of Claim," Room 121, State Transportation Building, Salem, OR 97310, Telephone (503) 378-6526.

108.04 Preconstruction Conference, Schedule and Limitations of Operations  
 - Delete this Subsection and substitute the following:

(a) Limitation of Operation - Limitation of operations specified in these Special Provisions include, but are not limited to:

<u>Limitation</u>	<u>Subsection</u>
Utilities work	105.06
In-stream work (water pollution mitigations)	107.08
Permit restrictions from Coast Guard, Corp of Engineers, etc.	107.02
Final completion time(s)	108.08
Traffic restrictions	104.05

The Contractor shall also be aware of and subject to schedule limitations in this Standard Specifications and Supplemental Standard Specifications which are not listed in this Subsection.

The Contractor shall not start the "on-site" operation prior to June 12, 1989, unless authorized by the Engineer as stated in Subsection 105.07 of these Special Provisions. To minimize the probability of interaction with the ongoing Structural Rehabilitation Project, estimated for completion by June 9, 1989, the start of the "on-site" work on this maintenance painting and overlay project may be deferred to June 26, 1989.

SECTION 108 - PROSECUTION AND PROGRESS, Cont'd

"On-site" work shall not begin until such times as the Contractor has labor, tools, equipment, and all materials on the project or guaranteed to arrive on the project without delaying the work and until the Contractor is ready to prosecute the work to completion in a continuous and efficient manner.

For the purpose of these provisions, "on-site" work shall be understood to mean any physical construction work at the project site except for installation of temporary signs as required under Section 111 of the Supplemental Standard Specifications. Temporary signs shall be covered or turned according to the requirements of 111.41(e) until "on-site" work is performed unless otherwise directed by the Engineer.

(b) Preconstruction Conference - Before any work is performed under this contract and within 30 calendar days of the notice to proceed, the Contractor shall meet with the Engineer for a preconstruction conference. The conference for this project is scheduled to be held approximately one week after award of the contract.

(c) Type "A" Schedule - The Contractor shall submit project schedules as outlined below. A time scaled bar-chart scheduling technique shall be used to plan, coordinate, and control the progress of construction. The completion dates, work sequencing, and other aspects of the schedule shall conform to the provisions of the contract.

The progress schedules shall take into account the orderly, timely, and efficient prosecution of the work. The project schedules shall indicate the Contractor's plan of prosecution of the work in sufficient detail to enable both the Contractor and the Division to plan, coordinate, appraise, document, and control their respective contract responsibilities.

(c-1) Project Schedule - At the preconstruction conference, the Contractor shall provide to the Engineer four (4) copies of a time-scaled bar-chart work schedule which shall show the following:

The expected beginning and completion date of each activity.  
The expected dates for beginning each phase of each traffic stage.  
The schedule shall reflect the elements of the traffic control plan as required under Section 111.02 of the Supplemental Standard Specifications.  
The delivery of materials for critical work elements.

SECTION 108 - PROSECUTION AND PROGRESS, Cont'd

Detailed work schedule activities shall include the following:

- Construction activities.
- Procurement of critical materials.
- Fabrication, installation, and testing of special material and equipment.
- Duration of work.
- Completion of times of all stages and their subphases.

Each activity shall be listed with the following information:

- A description in common terminology.
- The quantity of work, where appropriate, common units of measure.
- The activity duration in normal workdays.
- Scheduled start, completion, and time frame shown graphically.

When an activity contains a large quantity of work or is located in several areas or different stages of project, it shall be broken down into several logical separate activities by area, stage, or size. No activity shall contain more work than can be completed within 20 days. The duration of each activity shall be verifiable by manpower and equipment allocation, in common units of measure, or by delivery dates, and shall be justifiable by the Contractor upon the request of the Engineer. The bar-chart shall be prepared as follows:

- The length of bar shall represent the number of normal workdays scheduled.
- The time scale shall be appropriate for the duration of the contract.
- The time scale shall be in normal wordays (every day except Saturday, Sunday, and legal holidays, 8 hours each day).
- One calendar day shall be the smallest unit shown.
- At least the first and midpoint of each month shall be identified by date.
- Multiple shift, holiday, or weekend work shall be shown with a different symbol.

The bar-chart drawing(s) shall have a legend and title block and shall be a maximum of 36" x 36" in size. The legend shall contain the symbols used, their definitions, and the time scale shown graphically. The title block shall list the contract name and number, Contractor's name, date of original schedule, and all update dates.

SECTION 108 - PROSECUTION AND PROGRESS Cont'd

Within seven (7) days after the submission of the project schedule to the Engineer, a meeting will be held between the Engineer and the Contractor to review the project schedule as submitted. Any required changes to the project schedule shall be incorporated into the schedule by the Contractor. Four (4) copies of the project schedule in its completed form shall be signed and marked as approved by the Contractor and shall, within 10 days of the review meeting, be resubmitted to the Engineer.

When completed, the Contractor's approved project schedule shall represent the Contractor's own plans for the project. It shall be the Contractor's responsibilities to ensure that all of the work is described in the project schedule and that it represents the sequence and time planned for the work. Review of this and subsequent schedules by the Engineer shall not relieve the Contractor of responsibilities for timely and efficient execution of the contract. Slack or float time as expressed in the project schedule does not exist for the exclusive use of either party to the contract and belongs to the project.

(c-2) Project Reporting - The Contractor shall review the project schedule and progress with the Engineer periodically, and shall furnish to the Engineer on a weekly basis a project bar-chart showing planned activities for the following two weeks. This schedule shall be furnished on Friday of each work week.

At the discretion of the Engineer a weekly meeting shall be held between the Engineer, Contractor, and Subcontractor to discuss the schedule and construction activities. At this meeting, project events and changes will be reviewed for their effect on the Contractor's approved project schedule. After any necessary action has been agreed upon, the required changes will be made to the project schedule.

When the Contractor's approved project schedule is updated, the Contractor shall collect information on all activities worked on or scheduled to be worked on since the last update including shop drawings, material procurement, and change orders that have been issued. The information shall include commencement and completion dates on activities started or completed or, if still in progress, the remaining time duration. Detailed subnetworks shall be developed to incorporate changes, additional work, and Extra Work into the project schedule.

SECTION 108 - PROSECUTION AND PROGRESS Cont'd

Detailed subnetworks shall include all necessary activities and logic connectors to describe the work and all restrictions to it. The restraints shall include these activities from the project schedule which initiated the subnetwork as well as those which are restrained by it.

The Contractor shall evaluate this information and compare it with the Contractor's approved project schedule. An undated bar-chart schedule shall be made to incorporate the effect any changes may have on the project completion time(s). The bar-chart diagram shall show the updated information. Four (4) copies of the updated bar-chart shall be submitted to the Engineer within seven (7) days after the progress meeting along with a progress report. The report shall include the following:

Sufficient narrative to describe the past progress, anticipated activities, and stage work.  
A description of any current and expected changes or delaying factors and their effect on construction schedule.  
Proposed corrective actions.

The predicted completion date(s) for the project schedule shall be within the specified contract time(s) or adjusted contract time or as shown on pending Requests for Adjustment of Contract Time.

Issurance of a progress report does not constitute nor replace any notice the Contractor is required to give the Division under this contract.

(c-3) Project Schedule Costs - There will be no separate payment for developing, furnishing, monitoring, or updating the project schedules as payment therefore will be included in payment for one or another of the listed bid items.

The Contractor's failure to provide the schedules, schedule information, progress reports, or schedule updates at the times required herein shall cause progress payments under this contract to be suspended until the required data is provided to the Engineer unless the Engineer waives the provisions of this Subsection in writing.

SECTION 108 - PROSECUTION AND PROGRESS Cont'd108.08 Contract Time for Completion of Contract - Add the following:

All work done under this contract is scheduled to commence on June 12, 1989, and be completed before the elapse of 63 calendar work days. If the start of the work is deferred, as stated in Subsection 108.04 of these Special Provisions, the start of the contract. Time will begin on the date of deferment or as approved by the Engineer. Such deferment shall not be reason for any additional compensation.

108.10 Failure to Complete on Time and Liquidated Damages - Delete the Schedule of Liquidated Damages and substitute the following:

The calendar work day amount of Liquidated Damages will be \$800.00 per day.

SECTION 109 - MEASUREMENT AND PAYMENT

Payment for all materials, labor, equipment and incidental work will be included in the lump sum amounts as expressed in the bid items.

109.04 Compensation for Changes and Alteration of Plans or Character of Work - Add the following sentence at the end of this Subsection:

Under no conditions will the allowance for the work be more than the amount justified by the Engineer on a force account basis.

109.07 Payment for Extra and Force Account work - Add the following sentence after the first sentence of this Subsection:

Under no conditions will the payment for the Extra Work be more than the amount justified by the Engineer on a force account basis.

In Subsection "(c) Equipment" delete the name and address of the publisher of the Blue Book from the last sentence and substitute the following:

Dataquest Inc., 1290 Ridder Park Drive, San Jose, CA 95131, Telephone No. (800) 227-8444.

SECTION 109 - MEASUREMENT AND PAYMENT, Cont'd

Delete the provisions given in Subsection "(c-1) Rate Determination Form" of the Standard Specifications.

Delete the provisions given in Subsection "(c-2) Rental Rates with Operator", paragraph 3 and substitute the following:

3. The hourly rate for the machine and attachment for the first 176 hours of work performed on each force account order will be paid at the Blue Book weekly rate divided by 40, plus the hourly operating cost. Equipment use in excess of 176 hours will be paid at 87.5 percent of the above rate. The Blue Book daily rate divided by eight, plus the hourly operating cost, will be paid for any equipment used a total of 16 hours or less. For operations which are initially expected to exceed 176 hours work, reimbursement will be based on the Blue Book weekly rate divided by 40, plus the hourly operating cost, all multiplied by 87.5 percent. This rate will be paid for all equipment use from commencement of the work.

Delete the provisions given in Subsection "(c-4) Standby Time" and substitute the following:

(c-4) Standby Time - When ordered by the Engineer standby time will be paid at 40 percent of the rental rate established above, excluding operating cost. Rates for standby time which are calculated at less than one dollar per hour will not be paid. Payment will be limited to not more than eight hours in a 24-hour period or 40 hours in a one-week period.

Delete the provisions given in Subsection "(c-5) Blue Book Omissions," paragraphs 2 and 3 and substitute the following:

2. Request Dataquest Inc. to furnish a written response for a rental rate on the equipment, which will be presented to the Engineer for approval.

3. Request the Multnomah County Transportation Division to establish a rental rate.

SECTION 110 - MOBILIZATION

Mobilization for the work under the contract shall be paid for in conformance with Section 110 of the Standard Specification supplemented and/or modified as follows:

110.91 Payment - For the sole purpose of determining progress payment amounts for the item "Mobilization", the amount earned from other bid items will not include the item "Special Public Liability and Property Damage Insurance." The determination will be determined by a schedule of values established by the Engineer for partially complete work. The schedule of values will apply only to the item "Mobilization" and will not be used to determine the amount due under any other bid item.

SECTION 111 - TEMPORARY PROTECTIVE AND  
DIRECTIONAL MEASURES FOR TRAFFIC

The Contractor's attention is directed to the provisions of Subsection 104.05, "Maintenance of Traffic Through The Work", of these Special Provisions.

Temporary protective and directional measures shall be performed in conformance with Section 111 of the Standard Specifications Supplemental and/or modified as follows:

Paragraph 4 and 5 of Subsection 111.02, "General Requirements" are amended as follows:

The Contractor shall be solely responsible to prepare a signing and barricade plan in conformance with the applicable provisions of Part VI of the "Manual of Uniform Traffic Control Devices for Streets and Highways," current edition, published by the U.S. Government Printing Office. The Contractor shall submit his proposed plan to the County on an 11 x 17 sheet for review by County at the preconstruction meeting as per Section 108 - Prosecution and Progress. Upon County receipt of the proposed plan, the County shall review and return the proposed plan to the Contractor as "approved" or "revisions required" prior to the Contractor commencing work.

SECTION 111 - TEMPORARY PROTECTIVE AND  
DIRECTIONAL MEASURES FOR TRAFFIC , Cont'd

The Contractor shall furnish and maintain in a safe condition, all necessary temporary traffic protective and directional measures as herein provided. Upon failure to immediately provide and/or maintain the necessary measures when so ordered, the Engineer shall be at liberty, without further notice to the Contractor or the Contractor's surety, to do so and deduct all of the costs thereof from any payments due or coming due the Contractor. The responsibility for making provision for traffic and for providing protective directional measures shall lie solely with the Contractor.

The Contractor shall protect traffic using the appropriate configurations detailed on the Standard Drawings. The configurations shall be modified by replacing the 36" x 36" signs with 48" x 48" signs of the same type and legend and by eliminating the "MEN WORKING" signs.

111.11(a) Signs

Add the following to the end of this Subsection:

Temporary signs on posts may be of the folding type as long as they be locked so they are not visible to any traffic when not in use.

If medium density overlay plywood is used, it shall conform either to the specifications set forth in Subsection 761.12(c) of the Standard Specifications of the following:

The medium-density overlay applied to both faces of plywood sign materials shall meet the requirements of the American Plywood Association (APA).

111.11(b-1) Wood Sign Posts

The Contractor shall furnish and install wood sign posts for temporary signs at the locations indicated by the plans or as required by the Engineer.

111.11(b-2) Portable Sign Supports

Portable sign supports shall be constructed in such a manner that the sign mounting height is a minimum of one foot above the pavement surface elevation. This dimension shall be measured from the edge of pavement elevation to the bottom of the lowest sign face. Supports shall be capable of supporting amber flasher units, if required, in proper alignment to traffic. The signs shall have orange or florescent red-orange, 16-inch square or larger flags mounted above the sign face in such a manner as to not obstruct the viewing of the sign messages. The flags shall be made from either a tightly woven fabric or plastic sheeting.

When signs mounted on portable sign supports are inappropriate, the signs and support shall be removed or relocated away from traffic and turned so that the sign is not visible to any traffic.

SECTION 111 - TEMPORARY PROTECTIVE AND  
DIRECTIONAL MEASURES FOR TRAFFIC , Cont'd

Temporary Sign Covers:

When existing signing conflicts with temporary signing installed on the project, the conflicting existing signs shall be covered with a temporary cover until the temporary signs are removed.

Temporary sign covers shall normally be fabricated in one piece, large enough to completely cover the sign, and shall permit easy attachment to and removal from the sign without damage to the sign face. One piece plywood, or other material, if approved are acceptable for temporary sign covers, providing that they are a nonreflective, black opaque color. Polyethylene film or canvas material will not be allowed.

MAINTENANCE PAINTING

Scope - Work to be performed under these specifications shall include the following:

Structural and miscellaneous steel shall be cleaned by dry or wet sandblasting methods and painted with a three-coat, moisture cured, single component polyurethane system. The Contractor should note that the intermediate coat is a two color system and should review the schematic drawings shown in the Appendix for application locations of these colors.

The areas of steel to be cleaned and painted are all interior and exterior surfaces of steel including bearings and expansion assemblies down to the tops of the concrete piers.

The existing coating system consists of a red lead-alkyd coating. The structure was last painted in the early 1960's. Extensive areas of rust, rust scale, loose and tight mill scale may be encountered.

Cleaning:

Blast Cleaning Steel - All steel surfaces except new repair steel to be painted shall be blast cleaned in conformance with Steel Structures Painting Council Specification SSPC-SP6 "Commercial Blast Cleaning". The appearance of the blast cleaned surface shall closely approximate Pictorial Standard Sa2 of ASTM D 2200 (SSPC-Vis 1) except no mill scale will be allowed. Rust stains and mill scale stains are acceptable.

The new repair steel previously primed with inorganic zinc primer shall be brush-off blast cleaned. Brush-off blast cleaning shall be performed by methods which will remove all dirt, loose or damaged paint, and all other deleterious materials from the entire surface of the new repair steel.

MAINTENANCE PAINTING, Cont'd

Solvent Cleaning, SSPC-SP 1, and Hand Tool Cleaning, SSPC-SP 2, methods shall be employed as necessary to augment blast cleaning. The surface of the finally cleaned steel shall be blown down with clean air, supplemented by brushing if required, shall be free of all residue of cleaning prior to painting, and shall be acceptable for painting to the satisfaction of the Engineer.

Blast cleaning shall be performed using an abrasive of a size which will produce a minimum profile of 1 mil on the surface of the finally cleaned steel. The maximum height of the profile shall be controlled by the Contractor by his cleaning methods, so as to produce a surface profile not considered to be detrimental to the performance of the coating.

If wet sandblasting methods are employed, an effective rust inhibitor not detrimental to the coating system shall be applied to the freshly cleaned surface or contained in the water used in cleaning. At the commencement of work the Contractor shall prepare a test panel to show that the rust inhibitor used does not cause loss of bond between the cleaned steel substrate and the primer. If such bond failure occurs, no further water blast cleaning will be allowed.

Surfaces cleaned by dry blast cleaning methods shall be primed on the same day as cleaned. Surfaces cleaned by wet blast cleaning methods shall be thoroughly dry before priming and shall be primed before any visible indication of rust formation.

Painting - Materials:

(a) The coating system for all steel surfaces to be painted on this project will incorporate three single component moisture-cured polyurethane coats. The various coats of paint shall be applied in thicknesses as specified under the heading "Painting-Application".

(a-1) Paints supplied for this shall conform to the following minimum requirements:

(a-1.1) Primer

Generic Type:	Zinc filled, single component, moisture-cured polyurethane.
Vehicle Type:	Moisture-cured polyurethane
Pigment Type:	Zinc Dust
Pigment Content:	80% minimum zinc by weight in dry film
Volume Solids:	57% minimum

MAINTENANCE PAINTING, Cont'd(a-1.2) Intermediate coat

Generic Type: Single component, moisture-curing polyurethane  
 Vehicle Type: Moisture-cured polyurethane  
 Volume Solids: 50% minimum  
 Finish: Flat (non-gloss)  
 Color: The intermediate coat shall consist of a two color paint system. The Contractor should review the schematics in the Appendix for the color layout. Color chips are available from the Engineer at 1620 S.E. 190th Avenue.

A nonleafing aluminum pigment may be substituted for the iron oxide.

(a-1.3) Clear Top Coat

Generic Type: Single component, moisture-curing polyurethane  
 Vehicle Type: Moisture-cured polyurethane  
 Volume Solids: 52% + 1%  
 Finish: Gloss  
 Color: Clear

(a-2) Manufacturing - All steel coating products furnished for this project shall be furnished by the same manufacturer and shall be certified to be compatible with one another for the coating system specified. A certified letter from the manufacturer stating the coating system is compatible shall be furnished to the Engineer.

All paint shall be prepared at the factory ready for application. The addition of thinner or other material to the paint after the paint has been shipped will not be permitted, except as recommended by the manufacturer and by permission of the Engineer.

Manufacturers producing steel coating products conforming to the requirements of (a-1.1), (a-1.2), and (a-1.3) are as follows:

- |  |  |
|--|--|
| 1. Pure-Cote Corporation<br>11071 Sutter Avenue<br>Pacoima, CA 91331<br>Phone (818) 896-9888 | 2. Wasser Coatings<br>500 Wall Street, Suite 319A<br>Seattle, WA 98121<br>Phone (206) 441-0707 |
|--|--|

MAINTENANCE PAINTING, Cont'd

Paint shall be homogeneous, free of contamination and of a consistency suitable for use in the capacity for which it is specified. The manufacturer shall include in the paints the necessary additives for control of sagging, pigment settling, leveling, drying, dryer absorption, and skinning or other requisite qualities and satisfactory properties in all respects which affect its application and curing.

An unopened one-quart container of the finished paint, sampled at the factory at the time of paint containerizing, shall be furnished by the manufacturer to Multnomah County for testing. One sample shall be furnished for each type of paint to be used. Check samples of finished paint as being applied will be taken at the job site as determined by the Engineer.

All tests will be conducted in accordance with the latest test methods of American Society for Testing and Materials, Federal Test Method Standard No. 141, and methods in use by the Oregon Department of Transportation Laboratory.

Application of paint will not be permitted until the paint has been approved by the Engineer.

(a-2.1) Tinting - all tinting material required shall be added to the paint at the time of paint manufacture. Field tinting will not be allowed, except that near the completion of work and with the permission of the Engineer, small quantities of prime and first base coat paint may be field tinted to allow its use for succeeding coats to complete the work.

(a-2.2) Packaging - The finished paint shall be furnished in new round steel containers of not more than 6-gallon capacity and of metal not thinner than 0.024-inch nominal thickness. The containers shall have lug type crimp lids with ring seals and shall be equipped with ears and bails. The containers shall meet U.S. Department of Transportation Hazardous Material Shipping Regulations. The containers shall be lined if necessary to prevent attack by the paint. The lining shall not come off the can as skins.

All containers shall be labeled showing the exact title of the paint, the manufacturer's name, date of manufacture, the manufacturer's batch number, and the State specification number and lot number if appropriate.

MAINTENANCE PAINTING, Cont'd

Precautions concerning the handling and application of paint shall be shown on the label of paint and solvent containers.

Painting - Application:

(b) Description - All painting to be performed under this contract shall be performed in conformance with the best practices of the trade, in conformance with the recommendations of the coating manufacturer, and in conformance with the applicable portions of the Steel Structures Painting Council Specification SSPC-PA a, when those specifications are not in conflict with these Special Provisions.

The intermediate coat consists of a two color paint system. The Contractor should review the schematics in the Appendix for the color layout.

(b-1) Number of Coats and Film Thickness - Paint shall be applied to the cleaned surfaces as follows:

<u>Coat</u>	<u>Formula</u>	<u>Minimum Dry Film Thickness</u>
Prime	Zinc filled, single component moisture-cured polyurethane	3 mils
Intermediate	Single component, moisture-cured polyurethane	3 mils
Top	Single component, moisture-cured polyurethane, clear coat	1.5 mils
		7.5 mils total

(b-2) Paint Film Thickness - The thickness of all paint coats shall conform to the following requirements:

The paint system shall be applied in not less than three coats, each coat to the minimum thickness shown. A coat shall be considered to be as many applications as necessary to achieve the desired thickness.

Paint film thickness measurements will be made after the application of the prime and top coat. A visual inspection for complete coverage will be

MAINTENANCE PAINTING, Cont'd

made after the intermediate coat. One hundred percent of all thickness measurements shall be within the specified minimum dry film thickness. Where thickness measurements fall below the specified minimum, additional applications of paint shall be made as necessary to meet the thickness required.

Film thickness shall be measured above the peaks of the profile of the anchor pattern in the substrate.

Regardless of the total thickness of prime and intermediate coats, the top coat shall be applied in sufficient thickness to achieve uniform and complete coverage and appearance.

(b-3) Application - The Contractor shall notify the Engineer, in writing, at least one week in advance of the date cleaning and painting operations are to begin.

It is the intent of these specifications that each coat of paint be applied over the preceding coat as soon as possible, allowing for drying time for the preceding coat, weather and temperature conditions, and similar factors. The Contractor shall provide sufficient skilled workers, equipment and materials and shall so schedule his work to conform with this intent.

Sufficient time shall elapse between successive coats to permit them to dry properly for recoating. Paint shall be considered dry for recoating when it feels firm, does not deform or feel sticky under moderate pressure of the finger, and the application of another coat of paint does not cause such film irregularities as lifting or loss of adhesion to the undercoat. The manufacturer's recommendations shall be followed, unless otherwise approved by Engineer.

Paint shall be applied by air or airless spray, brush, or as recommended by the paint manufacturer.

Each coat of paint shall completely cover the preceding coat and shall be tinted a sufficiently different shade so that skips and holidays can be easily detected. Runs, sags, skips, and holidays, or other deficiencies shall be corrected before application of succeeding coats. Such corrective work may require recleaning, application of additional paint, or other measures as directed by the Engineer at the Contractor's expense.

MAINTENANCE PAINTING, Cont'd

The surface of the paint being covered shall be thoroughly dry and free of moisture, dust, grease, or any other substance which would prevent the bond of succeeding applications. Blast cleaning will not be permitted adjacent to areas that are in the process of being painted. Freshly painted surfaces shall be protected by the Contractor from contamination by abrasives, dust or foreign materials from any source. Contaminated surfaces shall be cleaned to the satisfaction of the Engineer before any succeeding application of paint is made.

Mechanical mixers shall be used to mix paint. Prior to application, the paint shall be mixed a sufficient length of time to thoroughly mix the pigment and vehicle together.

(b-4) Protection of Two Color System - The intermediate coat of paint shall consist of two shades of blue as per sub-section (a-1.2). Whereas it is the Contractors prerogative as to which color to place first, care must be taken during the placement of the second color to prevent overlap or spotting of the first color. Prior application of the second color, the Contractor shall submit for approval by the Engineer his method of protection. Application of the second color will not be allowed prior to approval. This protection shall consist, at the minimum, of masking the line of separation of the first coat. The paint to be masked must be thoroughly dry to prevent lift off by the masking tape.

(b-5) Sealing - Insofar as practical, all crevices between structural shapes and plates shall be filled and sealed with paint. However, all crevices between structural shapes and plates and around bolt heads or nuts, and similar areas which would retain moisture and that cannot be filled with paint shall be filled with sealer. The sealer shall be clear in color and may be applied only after the application of the top coat of paint. Any sealant used must first be approved by the Engineer.

(b-6) Time of painting - The prime coat shall be applied on blast cleaned surfaces as previously specified under cleaning. Unless prevented by drying time or weather conditions or as otherwise allowed by the Engineer, each succeeding intermediate or top coat shall be applied within 48 hours of the preceding coat.

In the event that the above time limits are exceeded, or if the surface becomes contaminated by any material other than rust at any time, the surface shall be cleaned in a manner satisfactory to the Engineer before the succeeding application of paint is made.

MAINTENANCE PAINTING, Cont'd

If the surface becomes contaminated by rust at any time, the contaminated area shall be blast cleaned as previously specified and repainted with all previous coats. Recleaning and repainting shall be at the Contractor's expense.

(b-7) Weather conditions - Paint shall be applied only during periods of favorable weather when:

- Atmospheric temperature is above 45°F.
- Steel surface temperature is 5°F above the dew point and greater than 45°F but less than 115°F.
- The relative humidity is lower than the manufacturer's recommendation.
- The Engineer determines that weather conditions would be favorable for proper application and performance of the paint.

If fresh paint is damaged by the elements it shall be replaced or repaired by the Contractor at Contractor's expense.

If coating system allows application of paint different from the conditions specified, the Contractor shall submit to the Engineer a letter from the manufacturer stating the conditions the coatings can be applied. Painting under conditions other than specified will not be allowed unless approved by the Engineer.

For this project, the only acceptable coating systems shall be those which incorporate a primer coat that the manufacturer certifies can be applied under the following conditions:

- Relative humidities up to 98%.
- Ambient temperatures down to 35° F.
- Steel temperatures down to 35° F.
- Recoat times not to exceed 16 hours at these conditions.

MAINTENANCE PAINTING, Cont'd

During the life of the contract, there may be considerable time when adverse weather conditions will prevail, and it shall be understood that the bidder, prior to submitting a proposal, has considered the weather conditions that will be encountered at the site of the work during the life of the contract.

When the Contractor elects to paint in inclement weather, the steel must be painted under cover or otherwise protected. The surrounding steel and air shall be heated to a required temperature. The newly painted steel shall remain protected until proper cure.

(b-8) Inspection - Each phase of cleaning and painting shall be inspected by the Engineer and approved by the Engineer before succeeding phases are commenced by the Contractor. The Contractor shall provide the inspector access to all areas where work is being performed.

The surface of cleaned steel shall be approved before the first application of a paint is made, and each coat of paint shall be inspected for conformance to specifications before succeeding coats are applied.

(B-8.1) Instruments - Surface preparation and paint film thickness instruments and equipment used for measuring and inspecting may include but are not limited to the following:

<u>Instrument</u>	<u>Manufacturer</u>
Surface Preparation:	
SSPC Vis 1 Pictorial Standards	Steel Structures Painting Council
ASTM D 2200 Pictorial Standards	Amer. Soc. for Testing Material
Surface Profile Comparator	Kenneth Tator Associates
Magnetic Dry Film Gages: (Pull-off Type)	
Microtest 102/FIM	DeFelsko, KTA
Elcometer 211	Elcometer Inc.

MAINTENANCE PAINTING, Cont'd

Wet Film Gages:

Roller (OSHD)  
Wet Film Gage 790/010

Oregon Dept. of Transportation  
Nordson

Destructive Film Thickness  
Gages:

Tooke Inspector Gage

KTA

In areas where dry film thickness measurement are impractical or inappropriate, wet film thickness measurements will be determined by comparative measurements of wet to dry film thickness on similar surfaces with the same paint.

(b-9) Protection against damage - Concrete handrail posts, sidewalks and other concrete surfaces shall be masked or otherwise covered to protect these surfaces from paint overspray drippings. All paint on these surfaces which result in an unsightly appearance shall be removed or obliterated by the Contractor at his expense to the satisfaction of the Engineer. Blast cleaning of concrete surfaces adjacent to freshly painted surface will be allowed if the freshly painted surfaces are protected from the blast cleaning. This section shall also apply to protecting the painted steel during application of the second color of paint per Subsection (b-3) Application.

All painted surfaces that are marred or damaged as a result of the Contractor's operations shall be repaired by the Contractor at his expense with materials and to a condition equal to the coating specified herein. Upon completion of all painted operations and of any other work that would cause any foreign materials to be deposited upon the painted surfaces, the painting surfaces shall be cleaned if necessary. At the completion of all work, the painting shall be complete and the surfaces shall be undamaged and clean.

Measurement and Payment

Measurement - No measurement of quantities will be made.

MAINTENANCE PAINTING, Cont'd

Payment - Payment for cleaning and painting work as specified will be made at the contract lump sum amount for the following items:

<u>Item</u>	<u>Unit of Measurement</u>
Clean and paint the Stark Street Bridge	Lump Sum
Second Color Coat Protection	Lump Sum

Payment for the above item shall be understood to be full and complete payment for furnishing all labor, materials, tools, equipment, supplies and for other costs to complete the work as specified.

Partial payments will be made only for portions of the structure which have been cleaned and painted with all coats of paint as specified. Such partial payment will represent an estimate of the work completed as a percentage of the total painting work to be done.

REPLACING DAMAGED PARTS

After blast cleaning, all members of the existing structural elements will be inspected by the Engineer for section loss. At the Engineer's discretion, any member, or any parts of a member, which have sustained a loss of one quarter, or more of its cross sectional area due to corrosion or existing damage may be replaced. Rivets having dimensions less than those shown in the appendix shall be replaced with Type A-325 high strength bolts. Construction of any required repairs shall be in accordance to these Special Provisions and the standard specifications.

Material - All structural steel material shall be ASTM A 36. High-strength bolts shall conform to the requirements of ASTM A 325.

Construction - Installation of structural members shall comply with Section 510 of the Standard Specifications and these Special Provisions. Lengths of all members to be replaced, as well as all bolt sizes and bolt spacing, shall be verified by the Contractor and replaced with the Engineer's approval.

Any damage to the existing structure caused by the Contractor's operations shall be repaired by the Contractor in a manner satisfactory to the Engineer and at the Contractor's expense.

The following guidelines for rivet removal shall be applied.

1. Rivets will be replaced by bolts of the same diameter.
2. Only one rivet will be removed at one time.
3. Rivet removal will be accomplished by a method that will do no damage to the existing metal part and the process must be approved by the Engineer prior to removal.
4. Rivet removal will not be allowed until the bridge is closed to all traffic, and the replacement bolt will be inserted as soon as possible unless otherwise approved by the Engineer.

REPLACING DAMAGED PARTS Cont'd

5. Notches or grooves in the substrate or rivet hole accidentally resulting from rivet removal shall be ground or reamed smooth to the satisfaction of the Engineer.
6. Rivet holes may be reamed if necessary for bolt passage, but reaming shall not be in excess of 1/16" larger than the bolt diameter. Rivets will be replaced with high strength bolts of the same diameter.
7. Bolt length furnished shall be such that no less than 1/16" nor more than 3/4" of thread shall protrude from the tightened nut in any construction.

Measurement and Payment - Work covered in this section will be measured and paid for in accordance with SECTION 109.07 - Payment for Extra and Force Account Work of the Standard Specifications and these Special Provisions. The estimated cost of this work is \$4,000.00

DECK PREPARATION FOR OVERLAY

Scope - This work shall consist of removing all extraneous material from the existing deck which would act as a bond breaker for an epoxy overlay, such as asphalt concrete pavement or loose and/or spalled Portland cement concrete pavement, as well as repairing any damaged or spalled areas of the deck. Also included will be the cleaning of the concrete curb on the bridge; front, back, and top.

Equipment for Deck Preparation: - All equipment for cleaning the surface, shall be in strict accordance with the Manufacturer's requirements, and be approved by the Engineer prior to commencing of any work on the project.

Material Specification - The Epoxy Patching Mortar shall be composed of the following components:

1. Epoxy Resin Binder
2. Wear Surface Aggregate

The epoxy resin binder shall be a light colored 100% solids, two component, flexible, thermosetting, moisture insensitive material. It shall have an excellent resistance to ultraviolet radiation, as well as excellent toughness, abrasion resistance, bond strength, and waterproofing properties. The epoxy resin binder shall have the following physical properties at an age of seven (7) days or as otherwise noted.

<u>Physical Properties</u>	<u>Test Method</u>	<u>Required Value</u>
Pot Life	AASHTO-T-237	10 to 30 minutes
Tensile Strength	ASTM-D-638	1500 PSI Minimum
Tensile Elongation	ASTM-D-638	40% Minimum
Compressive Strength	ASTM-D-695	4000 PSI Minimum
Viscosity CPS	ASTM-2395 RVT	1200 - 2500 CPS
Bond Test **	ACI-503 R	100% Failure in Concrete
Tensile Modulus	ASTM-D-638	2.0x10 <sup>4</sup> PSI Maximum
Water Absorption Maximum %	ASTM-D-570	0.6 Maximum

\*\* This is to test performances as prescribed by ACI-503R-Appendix A of the ACI Manual for Concrete Practice. The Tensile Bond Strength shall be greater than or equal to 250 PSI or a failure area, at a depth of 1/4" or more into base concrete, greater than 50% of the test area.

DECK PREPARATION FOR OVERLAY Cont'dConstruction Requirements:

Concrete Curb Cleaning - The curbs will be cleaned by blast cleaning, wire brush and hand tools, or by a method approved by the Engineer. The concrete surface shall be free of all fungus, moss and stains with as little abrasion of the surface as possible. There will be no separate measurement or payment for this work but shall be considered incidental to the pay item "Bridge Deck Cleaning."

Bridge Deck Cleaning - Using the equipment, material, technique, and procedures established by the Manufacturer's written recommendations, the bridge deck shall have the surface prepared by removing all material which may act as a bond breaker between the surfaces and the overlay.

Bridge Deck Repairs - All weak and spalled concrete areas shall be marked and saw cut to provide at least 1/4" depth before any chipping or mechanical preparation. All exposed steel that shows signs of corrosion must be chipped around and sandblasted to white metal. Concrete shall be prepared according to ACI 503R - Appendix A. The prepared surface must be dry and free of dust prior to patching.

The epoxy patching mortar shall be the material as specified under "material specifications." The epoxy resin must be mixed according to manufacturer's instructions. Prime the prepared substrate with neat epoxy resin. Brush out all puddled areas. To prepare the epoxy for depths up to 1/2" add three to four parts of oven dried silica sand 20/30 mesh to one part by volume of mixed epoxy resin. Continue mixing with a mechanical mixer until uniformly blended. For areas over 1/2" in depth, add one and one-half parts by volume pea gravel, and two parts by volume silica sand 20/30 mesh to one part by volume mixed epoxy resin. Pea gravel shall be 3/8" - 0 as produced by Lonestar Industries or approved equal. Continue mixing with mechanical mixer until uniformly blended.

Apply epoxy mortar against sidewall working slowly to the center filling the hole to excess. Strike off and level with a steel screed. Finish with a steel trowel. Let epoxy mortar cure overnight.

DECK PREPARATION FOR OVERLAY, Cont'd

Measurement and Payment - Accepted pay quantities will be paid for at the contract price per unit of measurement, for each of the Bid Items shown below, which payment shall be full compensation for furnishing and placing all material, including all labor, equipment, tools, and incidentals necessary to complete the work prescribed in this section.

The pay items in the Bid schedule shall be:

<u>Pay Item</u>	<u>Unit of Measurement</u>
Bridge Deck Cleaning	Lump Sum
Bridge Deck Repairs	Sq. Ft.

EPOXY MODIFIED OVERLAY

Scope - This work shall consist of furnishing and placing a waterproof epoxy modified overlay, for the deck of Stark Street Bridge in accordance with these Special Provisions. The epoxy modified overlay shall not be placed until the two color intermediate paint coat has been applied.

General Requirement - The Contractor shall have the manufacturer of the overlay product, or the manufacturer's licensee, install the product in accordance with the manufacturer's specifications and these Special Provisions.

These Special Provisions shall be a guideline to be used in the application of the specified product. Any anticipated deviations from the recommendations by the manufacturer shall be introduced by the Contractor at the preconstruction conference and shall be approved by the Engineer prior to use. The Contractor shall be responsible for preparation, including type of equipment, mixing of the overlay components, types of application, method of application, wear surface, and finish, and the preparation shall be approved by the manufacturer.

Quality Assurances: - The Contractor shall prepare and submit the mix design for the epoxy modified overlay, including samples of all components for each lot (resins and wear surface and aggregate) to the Engineer, fourteen (14) calendar days prior to date of placement for testing and obtain approval prior to application of the overlay.

EPOXY MODIFIED OVERLAY

Submittals: - The Contractor shall submit each of the following to the Engineer for approval fourteen (14) calendar days prior to commencement of the application of the overlay:

1. Material Safety and Data Sheets
2. The mix design of epoxy modified overlay.
3. Certification that all key personnel to be used in the application of the overlay have experience in the application of this type of material on concrete deck.

Delivery and Storage - All materials shall be delivered in their original containers bearing the manufacturers label, date of manufacture batch number, trade brand name, quantity, and mixing ratio.

There shall be sufficient material to perform entire overlay application in storage at the site prior to any field preparation, so that there shall be no delay in procuring materials for each days' application.

The material shall be stored so as not to be damaged by the elements and to ensure the preservation of its quality and fitness for the work. The storage space shall be kept clean and dry, shall contain a high-low thermometer, and the temperature shall not rise above or fall below that recommended by the manufacturer. Every precaution shall be taken to avoid any contact with flame.

Stored material, even though accepted before storage, shall be thoroughly inspected by the manufacturer's representative prior to its use in the work and shall meet the requirements of the contract at the time of their use. Any material which is rejected because of failure to meet the required tests or that has become damaged so to cause rejection shall be immediately replaced at no additional cost to the County. Said material is to be disposed of by means outlined in Manufacturers Material Safety and Data Sheets at no additional cost to the County.

Material Specification - The modified epoxy concrete overlay shall be composed of the following components:

1. Epoxy Resin Binder
2. Wear Surface Aggregate

EPOXY MODIFIED OVERLAY, Cont'd

The epoxy resin binder shall be a light colored 100% solids, two component, flexible, thermosetting, moisture insensitive material. It shall have an excellent resistance to ultraviolet radiation, as well as excellent toughness, abrasion resistance, bond strength, and waterproofing properties. The epoxy resin binder shall have the following physical properties at an age of seven (7) days or as otherwise noted.

<u>Physical Properties</u>	<u>Test Method</u>	<u>Required Value</u>
Pot Life	AASHTO-T-237	10 to 30 minutes
Tensile Strength	ASTM-D-638	1500 PSI Minimum
Tensile Elongation	ASTM-D-638	40% Minimum
Compressive Strength	ASTM-D-695	4000 PSI Minimum
Viscosity CPS	ASTM-2395-RVT	1200 - 2500 CPS
Bond Test **	ACI 503 R Concrete	100% Failure in
Tensile Modulus Maximum	ASTM-D-638	2.0x10 <sup>4</sup> PSI
Water Absorption Maximum %	ASTM-D-570	0.6 Maximum

\*\* This is to test performances as prescribed by ACI-503R-Appendix A of the ACI Manual for Concrete Practice. The Tensile Bond Strength shall be greater than or equal to 250 PSI or a failure area, at a depth of 1/4" or more into base concrete, greater than 50% of the test area.

Aggregate - The Aggregate shall be Oregon Emory or Approved Equal, Grade US #16-30. The wear surface shall be 100% fractured, thoroughly washed and kiln dried. The fracture requirement shall be at least one mechanically fractured face retained on a U.S. No.10. The aggregate shall be tested for soundness by the Los Angeles abrasion test, and have no greater than a 6.0% weight loss, and be tested for sodium Sulfate Soundness with no greater than a 0.27%. The hardness of the aggregate shall be a minimum of 8 on the Mohs scale 1-10.

Equipment for Deck Preparation - All equipment for cleaning the surface, as well as mixing and applying the overlay shall be in strict accordance with the Manufacturer's requirements, and be approved by the Engineer prior to commencing of any work on the project.

EPOXY MODIFIED OVERLAY, Cont'dConstruction Requirements:

Deck preparation - Using the equipment, material, technique, and procedures established by the Manufacturer's written recommendations, the bridge deck shall have the surface prepared by removing all material which may act as a bond breaker between the surfaces and the overlay.

Prior to placing the first course, the Contractor shall use the Test Method prescribed in ACI 503R-Appendix A of the ACI Manual of Concrete Practice to determine the cleaning practice (size of shot, flow of shot, forward speed of shot blast machine, and number of passes) necessary to provide a Tensile Bond Strength greater than or equal to 250 PSI or a Failure area at the rate of 1/4" or more into the base concrete greater than 50% of the Test area.

Mixing Components - The base and hardener resins shall be premixed separately then combined and blended in Manufacturer's approved procedures and equipment. All mechanical mixing will be accomplished with equipment that agitates no greater than 250 R.P.M. to prevent entrapment of air into the mix.

Overlay Paving - The Contractor shall provide suitable protection of all area not to be overlaid, such as curbs, expansion joints, sidewalks, railings, and parapet, etc. Any damage or defacement resulting from installation shall be cleaned or repaired at the Contractor's expense, to the satisfaction of the Engineer. Concrete surfaces shall be coated with epoxy overlay material immediately after the cleaning process is completed to prevent contamination of the cleaned surfaces. If, in the opinion of the Engineer, the surface has become soiled or contaminated prior to the application of the epoxy, it shall be cleaned again at the satisfaction of the Engineer at no additional cost to the County.

The epoxy overlay shall be applied to the prepared concrete surface in two separate courses. Apply first course epoxy binder by using squeegees, rollers, or trowels at a rate of 40 square feet per gallon. When material levels immediately broadcast aggregate approximately 11 pounds per square yard with vertical fall such that the entire surface is covered in excess. The applied aggregate shall be uniformly compacted by the use of a lightweight, hand driven roller. After initial set, vacuum off all loose aggregate before

EPOXY MODIFIED OVERLAY, Cont'd

applying second course. Apply second course as above, except apply epoxy binder at a rate of 30 square feet per gallon and aggregate at a rate of approximately 14 pounds per square yard. After the overlay has reached final set, vacuum off all loose aggregate before returning deck to traffic.

Finish Overlay Surface - The overlay surface shall be checked at random by the Engineer with an approved 10 foot straight edge. Any defects greater than 3/16 of an inch in 10 feet shall be corrected by the Contractor at no additional cost to the County.

Repair of Surface Defects - Repair method for surface defects of the finished overlay shall be identical to original application procedures and approved by the manufacturer.

Curing - Actual degrees of curing and stability for traffic of the epoxy modified overlay shall be obtained by the Contractor from the manufacturer and be acceptable to the Engineer. The manufacturer shall determine, prior to bid, that its system will cure in sufficient time to satisfy the requirements for vehicular operations.

Testing Epoxy Modified Overlay - Testing of the overlay will be done by an independent certified testing agency acting for the Contractor. Certified test results shall be submitted to the Engineer for his approval prior to acceptance of the work. Any areas not meeting acceptance standards are subject to rejection. Any areas rejected shall be repaired or replaced by the Contractor at no additional cost to the County.

TESTS:

Evaluating Bond Strength - The Contractor shall conduct Bond Tests on all areas as directed and outlined by the Engineer. The Contractor shall then restore the areas voided by the bond tests by bush hammering all faces, air blowing, and then filling with Epoxy Patching Motar, as stated in Deck Preparation for Overlay, Materials Specifications. The cost of making the bond test and restoring the deck shall be the responsibility of the Contractor. All areas which are damaged, fail to develop bond, or are delaminated shall be removed and replaced at the expense of the Contractor.

Bond Test - The Contractor will be required to make two satisfactory bond tests per overlay placement shifts on the structure at locations designated by the Engineer within seven days of final cure. The test method prescribed in ACI 503R, Appendix A of the ACI Manual of Concrete Practice to provide a Tensile Bond Strength greater than or equal to 250 PSI or a failure area at a depth of 1/4" or more into the base concrete, greater than 50% of the Test Area. Failure of this will be considered unsatisfactory.

Delamination Survey - The Epoxy modified overlay will be surveyed by the Engineer for delaminations, bond failure, or other damage by the use of a chain drag and coring or other suitable devices. The cost of any bond test bond falling below the ACI 503R test method will be borne by the Contractor. The cost of any bond test (except those described in previous paragraph) failing at or above ACI 503R test method will be borne by the County as extra work.

Measurement and Payment - For the above work will be made at the contract Lump Sum amount for the following item:

<u>Item</u>	<u>Unit of Measurement</u>
Epoxy Modified Overlay	Sq. Yd.

Payment for the above item shall be understood to include full payment for all labor, materials, tools, and incidental costs necessary to complete all of the work as herein specified including any required testing.

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 (SMSA OR EA): _____	3 CURRENT GOALS MINORITY: _____	4 REPORTING PERIOD FROM: _____
		2 EMPLOYERS I.D. NO. _____	FEMALE: _____	TO: _____

	NAME AND LOCATION OF CONTRACTOR	FEDERAL FUNDING AGENCY
--	---------------------------------	------------------------

5. CONSTRUCTION TRADE	Classifications	6. WORK HOURS OF EMPLOYMENT (Federal & Non-Federal)										9. TOTAL NUMBER OF EMPLOYEES M F	10. TOTAL NUMBER OF MINORITY EMPLOYEES M F		
		6a. TOTAL ALL EMPLOYEES BY TRADE		6b. BLACK (Not of Hispanic Origin)		6c. HISPANIC		6d. ASIAN OR PACIFIC ISLANDERS		6e. AMERICAN INDIAN OR ALASKAN NATIVE				7. MINORITY PERCENTAGE	8. FEMALE PERCENTAGE
		M	F	M	F	M	F	M	F	M	F			M	F
	Journey worker														
	APPRENTICE														
	TRAINEE														
	SUB-TOTAL														
	Journey worker														
	APPRENTICE														
	TRAINEE														
	SUB-TOTAL														
	Journey worker														
	APPRENTICE														
	TRAINEE														
	SUB-TOTAL														
	Journey worker														
	APPRENTICE														
	TRAINEE														
	SUB-TOTAL														
TOTAL JOURNEY WORKERS															
TOTAL APPRENTICES															
TOTAL TRAINEES															
GRAND TOTAL															

11. COMPANY OFFICIAL'S SIGNATURE AND TITLE	12. TELEPHONE NUMBER (Include area code)	13. DATE SIGNED	PAGE _____ OF _____
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## 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**



# **BOLI**

*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.

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\*\* 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			
<b>Depth of Dive</b>		<b>Hourly Depth Pay</b>	
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)			
<b>Distance Travelled In the Enclosure</b>		<b>Hourly Enclosure Pay</b>	
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
<b>LINE CONSTRUCTION</b>		
<u>Area 1</u>		
Zone 1 (Base Rate):		
o Group 1	21.68	4.31
o Group 2	19.59	4.24
o Group 3	15.35	4.09
o Group 4	16.89	3.34
o Group 5	14.78	3.27
o Group 6	13.90	3.24
Zone Differential (Add to Zone 1 Rate)		
Zone 2	2.40	
Zone 3	3.15	
Zone 4	3.90	
Zone 5	5.15	
Group 3 receives Zone 1 Rate ONLY		
(No Zone Differential)		
<u>Area 2:</u>		
o Cable Splicers	18.06	2.88
o Journeyman Lineman	16.42	2.82
o Line Equip. Mech. (Right-of-way)	15.55	2.79
o Line Equip. Oper.	14.81	2.77
o Line Equip. Srvcman	14.57	2.76
o Groundman	11.55	2.65
<u>Area 1</u>		
All counties except Malheur County		
<u>Zone 1:</u> 0 to 3 miles from the geographical center of Medford and Portland		
<u>Zone 2:</u> 0 to 20 miles from the geographical center of Astoria, Baker, Burns, Bend, Corvallis, Eugene, Klamath Falls, Lakeview, Longview, Pendleton, Salem, Roseburg, The Dalles, Umatilla (NOTE: for Portland and Medford, Zone 2 is 3 to 20 miles)		
<u>Zone 3:</u> 20 to 35 miles radius		
<u>Zone 4:</u> 35 to 50 miles radius		
<u>Zone 5:</u> Over 50 miles radius		
<u>Group 1</u>	<u>Group 2</u>	
Cable Splicers	Certified Lineman Welder	
Leadman Pole Sprayer	Heavy Line Equipment Man Lineman Pole Sprayer	
<u>Group 3</u>	<u>Group 4</u>	
Tree Trimmer	Line Equipment Man	
<u>Group 5</u>	<u>Group 6</u>	
Head Groundman	Groundman	
Jackhammer Man		
Powderman		
<u>Area 2</u>		
Malheur County		

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS	
<b>MARBLE SETTERS (Includes Granite)</b>			
Area 1	19.28	3.68	
<u>Area 1</u>			
Baker	Hood River	Sherman	Wallowa
Clackamas	Malheur (a)	Tillamook	Wasco (b)
Clatsop	Morrow	Union	Washington
Columbia	Multnomah	Umatilla	Yamhill (a)
Gilliam			
a) North half b) North of the City of Maupin			
<b>PAINTERS &amp; DRYWALL TAPERS</b>			
Area 1			
o Painter & Drywall Tapers	12.02	2.01	
Area 2			
o Brush	13.21	3.26	
o Spray, sandblasting, other pressure blasting over 3000 psi, and steam cleaning	13.71	3.26	
o Wall covering including: paper hanging, gilding, and mural painting	13.71	3.26	
o Bridges or Over 50'			
-Brush	13.96	3.26	
-Spray	14.46	3.26	
o Drywall Tapers	15.71	4.29	
Area 1	Area 2		
Malheur County	Remaining Counties		
<b>PLASTERERS</b>			
Area 1	17.35	4.02	
Area 2	17.18	4.01	
Area 1	Area 1(cont)	Area 1(cont)	Area 2
Benton	Deschutes	Lincoln (b)	All
Coos	Harney	Linn (b)	remaining
Crook	Jefferson	Wasco (b)	counties
Curry	Klamath (a)	Wheeler (b)	
Douglas	Lane		
a) Northern one-third b) South half			
<b>PLUMBERS &amp; STEAMFITTERS/PIPEFITTERS</b>			
Area 1 (Both)	19.08	4.85	
Area 2 (Both)	21.75	4.91	
Area 3 (Both)			
-on projects less than 20,000 sq. ft.	13.70	3.23	
-on all other projects	17.50	4.00	
Area 1	Area 2	Area 3	
Baker	Grant (b)	All remaining counties	
Harney (a)	Morrow		
Malheur	Umatilla		
	Wallowa		
	Union		
a) Except Northwest Portion			
b) Except Southwest Corner			
<b>POWER EQUIPMENT OPERATORS (see page 11)</b>			

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 Mortar 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	
<u>Area 1</u>	<u>Area 1(cont)</u>	<u>Area 2</u>	<u>Area 1</u>	<u>Area 1(cont)</u>	<u>Area 2</u>	<u>Area 2(cont)</u>
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	
<u>Area 3</u>	<u>Area 4</u>	<u>Area 5</u>	a) North half	c) South half		
Malheur	Umatilla	Morrow	b) North of Maupin	d) Maupin and south thereof		
	Union					
	Wallowa		<b>TILE &amp; TERRAZZO HELPERS</b>			
<b>SHEETMETAL WORKERS</b>			Area 1	13.32	2.20	
Area 1	Building Trades		Area 1			
Journeyman		16.80	Baker	Hood River	Sherman	Wallowa
Architectural (a)			Clackamas	Gilliam (a)	Tillamook	Wasco (b)
Journeyman		14.64	Clatsop	Morrow	Umatilla	Washington
Area 2		16.28	Columbia	Multnomah	Union	Yamhill (a)
Area 3		18.86	Malheur (North Half)	Yamhill (North Half)		
Area 4		16.34	Wasco (North of Maupin)			
<u>Area 1</u>			<b>TRUCK DRIVERS (see Page 11)</b>			
Benton	Gilliam	Linn	<b>WELDERS; RIGGERS</b>			
Clackamas	Grant	Marion	Receive rate for craft performing operation to which welding and rigging are incidental.			
Clatsop	Harney	Multnomah	*****			
Columbia	Hood River	Polk				
Crook	Jefferson	Sherman				
Deschutes	Lincoln					
<u>Area 2</u>	<u>Area 3</u>	<u>Area 4</u>	<u>Area 4 (cont)</u>			
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.						

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

<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<sup>1</sup></b>			<b>POWER EQUIPMENT OPERATORS (continued)</b>		
	<u>LESS THAN 100%</u>	<u>100%</u>	<b>Group 3</b>		
Zone 1 (Base Rate): <sup>2</sup>			Air Filtration Equipment	Hydrographic Seeder Machine (e)	
o Group 1	13.04	16.24	5.17	Asphalt Plant Fireman	Hydrostatic Pump
o Group 2	13.19	16.42	5.17	Ballast Jack Tamper	Mixer Box Operator (f)
o Group 3	13.31	16.58	5.17	Bell Boy, Phones, etc	Motorman
o Group 4	13.47	16.78	5.17	Broom Operator (a)	Pugmill Operator (any type)
o Group 5	13.51	16.82	5.17	Bucket Elevator Loader (b)	Pump Operator (g)
o Group 6	13.59	16.93	5.17	Cement Hog	Ross Carrier Operator (h)
o Group 7	13.65	17.00	5.17	Compressor Operator (c)	Tamping Machine (i)
o Group 8	13.76	17.14	5.17	Concrete Saw and Concrete Curing Machine (d)	Truck-mounted Asphalt Spreader (with screed)
o Group 9	13.83	17.23	5.17	Conveyor Operator	Welding Machine Operator
o Group 10	13.90	17.31	5.17	Hydraulic Pipe Press	Wire Mat or Brooming Machine Operator
o Group 11	13.91	17.33	5.17		
o Group 12	13.99	17.43	5.17	a) Self-propelled on job site	
o Group 13	14.07	17.53	5.17	b) Barber Greene and similar type	
o Group 14	14.27	17.77	5.17	c) Any power, under 1250 cubic feet total capacity	
o Group 15	14.42	17.96	5.17	d) Riding type	
o Group 16	14.62	18.21	5.17	e) Straw, pulp or seed	
o Group 17	14.78	18.41	5.17	f) C.T.B. Drybatch, etc.	
o Group 18	14.98	18.66	5.17	g) Any power, 4 inches and over	
o Group 19	15.12	18.84	5.17	h) On job site	
				i) Mechanical self-propelled	
<b>Group 1</b>			<b>Group 4</b>		
Assistant Conveyor Operator	Partsman (tool room)		Combination Mixer & Compressor (a)	Helicopter Hoist Operator	
Brakeman/Switchman	Pump Operator (a)		Compactor, including Vibratory	Hydra Hammer or similar types	
Crusher Feederman	Oiler (b)		Compressor (Any Power (b))	Locomotive, under 40 tons	
Deckhand	Scaffolding Operator (c)		Concrete Mixer Operator (c)	Lull Hi-Lift Operator (d)	
Guardrail Punch Oiler	Switchman		Floating Equipment	Pavement Breaker	
a) Under 4 inches			Fireman	Pump Operator (e)	
b) Including Plant, Crane, Crusher, Guardrail Equipment, and Trenching Machine			Fork Lift, over 5 ton	Roller Operator, Oiling C.T.B.	
c) Self-propelled				Screed Operator	
				Service Oiler (Greaser)	
<b>Group 2</b>			a) Gunnite work		
A-Frame Truck Operator (a)	Helicopter Radioman (Ground)		b) Over 1,250 cu. ft. total capacity		
Auger	Oiler (f)		c) Single drum, under five bag capacity		
Blade Operator (b)	Roller Operator (g)		d) Or similar type		
Boatman	Tar Pot Fireman (h)		e) More than 5 (any size)		
Crane Fireman (c)	Temporary Heating Plant Operator				
Driller Tender	Truck Crane Oiler/Driver (i)		<b>Group 5</b>		
Fork Lift or Lumber Stacker (d)	Tugger or Coffin type		Chip Spreading Machine Operator	Pulva Mixer or similar types	
Grade Checker	Hoist Operator		Concrete Batch Plant Quality Control Operator	Slip Form Pumps, power driven hydraulic lifting device for concrete forms	
Grade Oiler (e)	Welder's Tender		Elevator Operator	Sweeper, Wayne type (b)	
Heavy Duty Repairman Tender			Extrusion Machine	Tractor (c)	
a) Single drum			Hoist, single drum	Trenching Machine (d)	
b) Pulled type			Lime Spreading (a)	Wagner Factor (e)	
c) All equipment except floating			Power Jumbo, setting slip forms, etc. in tunnels.		
d) On job site					
e) Required to check grade			a) On job site		
f) Including combination guardrail machines			b) Self-propelled on job site		
g) Grading of base rock (not asphalt)			c) Rubber-tired 50 H.P. flywheel and under		
h) Including power agitated type			d) Maximum digging capacity 3 ft. depth		
i) 25 ton capacity and over			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		
Asphalt Burner and Reconditioner	Concrete Spreader		Drill Doctor Planer		Surface Heater and
Cast-In Place Pipe Laying Machine	Curb Machine (b)		Drill Doctor (Bit Grinder)		Tractor (g)
Concrete Finishing Machine (A)	Loaders (c)		Grizzly Crusher		Tractor (h)
Concrete Joint Machine	Maginnis Internal Full Slab Vibrator				Trench Machine (i)
Concrete Paving Machine	Pavement Grinder and/or Grooving Machine (d)		a) 5 ton capacity or less		
Concrete Planer	Rock Spreaders (e)		b) Or similar type crane-hoist		
a) Clary, Johnson, Bidwell, Burgess, Bridges Deck or similar type			c) And similar types		
b) Mechanical Berm, Curb and/or Gutter			d) All types		
c) Rubber-tired type, 2 1/2 cu. yds. and under			e) Track type 3/8 cu. yds.		
d) Riding type			f) Front end and overhead, 2 1/2 cu. yds. and under 4 cu. yds.		
e) Self-propelled			g) With boom attachments		
			h) Rubber-tired over 50 H.P. flywheel		
			i) Maximum digging capacity over 3 ft. depth		
<u>Group 7</u>			<u>Group 10</u>		
A-Frame Truck (a)	Grouting Machine		Barge Operator, self-loading		Compactor, multi-engine
Ballast Regulator	Hydraulic Backhoe (e)		Bulldozer (a)		Dozers and Pushers (c)
Ballast Tamper (b)	Locomotive, 40 tons & over		Cable Plow (any type)		Driller (d)
Beltcrete	Pot Rammer		Combination H.D. Mechanic-Welder (b)		Jack Operator/Elevating Barges
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 Engineer (c)		Clamshell, Hoe, etc. (a)		Dragline
Batch Plant and/or wet-mix (a)	Generator Operator		Combination Guardrail Machines (b)		Grade-Alls (a)
Belt Loader (b)			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)				
Chicago Boom (c)	Machine Tool Operator		a) 3 units or more		
Compactor with Blade	Pipe Cleaning, Doping, Bending and wrapping Machines		b) Ulrich and similar types		
Concrete Cooling Machine	Side-boom Cat		c) Athey and similar		
Crusher Plant Operator			d) Single and twin engine		
			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			
<u>Group 18</u>			
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			
<u>Group 19</u>			
Floating Crane (a)	Remote Controlled Earth Moving Equipment		
Helicopter (b)	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>			
	LESS THAN 100%	100%	
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
<u>Work</u>			
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.



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 Unit Cost	Estimate Total Cost	Agency Contract Unit Cost	Estimate Total Cost
Estimated Construction Period _____				\$		\$

\_\_\_\_\_ 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

FORM WH-81 (Rev. 6/88)

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: \_\_\_\_\_

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

FORM WH-81 (Rev. 6/88)

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

**SAMPLE**

TO: Daily Journal of Commerce

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

**MULTNOMAH COUNTY**

Bids Due April 25, 1989 at 2:00 P.M.  
Bid No. B61-700-3433

Sealed bids will be received by the Director of Purchasing, Multnomah County Purchasing Section, 2505 S.E. 11th Ave., Portland, OR 97202 for:  
Swim Dock Renovation - Blue Lake Park

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:** OPTIONAL - Project site at Blue Lake Park, 20500 NE Marine Dr.,  
April 14, 1989 @ 10:00 a.m.

**PREQUALIFICATION OF BIDDERS** Pursuant to the Multnomah County Public Contract Review Board Administrative Rules (AR 40.030) Prequalification shall not be required \_\_\_\_\_ for this project for the following class(es) of work: \_\_\_\_\_

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 April 6, 1989

TO: Skanner

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

**MULTNOMAH COUNTY**

Bids Due April 25, 1989 at 2:00 P.M.  
Bid No. B61-700-3433

Sealed bids will be received by the Director of Purchasing, Multnomah County Purchasing Section, 2505 S.E. 11th Ave., Portland, OR 97202 for:  
Swim Dock Renovation - Blue Lake Park

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:** OPTIONAL - Project site at Blue Lake Park, 20500 NE Marine Dr., April 14, 1989 @ 10:00 a.m.

**PREQUALIFICATION OF BIDDERS** Pursuant to the Multnomah County Public Contract Review Board Administrative Rules (AR 40.030) Prequalification shall not be required \_\_\_\_\_ for this project for the following class(es) of work: \_\_\_\_\_

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.

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

LILLIE WALKER, DIRECTOR  
PURCHASING SECTION

Publish Week of April 10th

TO: Portland Observer

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

**MULTNOMAH COUNTY**

Bids Due April 25, 1989 at 2:00 P.M.  
Bid No. B61-700-3433

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

Swim Dock Renovation - Blue Lake Park

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:** OPTIONAL - Project site at Blue Lake Park, 20500 NE Marine Dr., April 14, 1989 @ 10:00 a.m.

**PREQUALIFICATION OF BIDDERS** Pursuant to the Multnomah County Public Contract Review Board Administrative Rules (AR 40.030) Prequalification shall not be required for this project for the following class(es) of work: \_\_\_\_\_

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 April 10th

PROJECT NUMBER BL 8806

PROJECT Swim Dock Renovation- Blue Lake Park

LOCATION Blue Lake Park- 20500 NE Marine Drive

KIND OF WORK Handrail Manufacture and Installation

SUBMITTED BY DES Parks Service Division

BID NUMBER B61-700-3433

BID ADVERTISEMENT DATES April 6, 1989

BID OPENING DATE April 25, 1989

PRELIMINARY  
NOT FOR CONSTRUCTION

3-24-89

# MULTNOMAH COUNTY PROJECT MANUAL

DEPARTMENT OF ENVIRONMENTAL SERVICES

PARKS SERVICES DIVISION

1620 S.E. 190TH.

PORTLAND, OREGON 97233

(503) 248-5050

PROJECT NO. BL 8806

LANDSCAPE  
ARCHITECTS

J.D. WALSH AND ASSOCIATES INC  
400 W 15TH STREET  
VANCOUVER, WA. 98660  
(206) 696-9890

PROJECT  
MANAGER

NANCY CHASE  
1620 S.E. 190TH.  
PORTLAND, OR. 97233  
(503) 248-5050

PURCHASING  
DIRECTOR

LILLIE M. WALKER  
2505 S.E. 11TH AVE.  
PORTLAND, OR. 97202  
(503) 248-5111

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DIVISION 0  
SECTION 00050 INVITATION TO BID

Prospective bidders are invited to submit sealed bids for a General Contract with Multnomah County to perform work. The specific work is briefly described in Section 01010 "Summary of Work" and described in detail throughout the Project Manual and Drawings.

BID DOCUMENTS

The Bid Documents (Bidding Pages, Project Manual, and Drawings) may be examined and copies may be obtained from the:

Multnomah County Purchasing Section  
2505 S.E. 11th Avenue  
Portland, Oregon 97202

BID SUBMITTAL

Sealed bids, prepared according to the following Section "Instructions to Bidders," should be addressed and submitted to:

Purchasing Director  
Multnomah County Purchasing Section  
2505 S.E. 11th Avenue  
Portland, Oregon 97202

The Purchasing Director will receive sealed bids until exactly 2:00 p.m. on April 25, 1989 at the Purchasing Section. Bids received after that time will not be accepted. Bids will be opened publicly and read aloud.

FAILURE TO MEET ANY OF THE REQUIREMENTS BELOW WILL BE SUFFICIENT JUSTIFICATION TO REJECT A BID

MANDATORY BIDDING REQUIREMENTS

Bidders are invited to attend a prebid conference on April 14, 1989, at 10:00 AM at the Project site at Blue Lake Park.

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Attendance is not mandatory for bid eligibility.

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Bids must be on a single fixed price basis (see "Bidding Pages", Section 00100 "Bid Form").

Bidders must submit written bids on the Bid Form included in the Part I Bidding Pages. Fill in all blank spaces to demonstrate apparent intent to comply. Submit only Part I. The Project Manual (Part II) does not need to be returned with the Bidding Pages.

## ARTICLE 9: Examination of Bid Documents and Site

- 9.1 Before submitting a Bid, each Bidder must: (a) examine the Bid Documents thoroughly; (b) visit the site to become familiar with local conditions that may in any manner affect cost, progress or performance of the Work; (c) become familiar with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Work; and (d) study and carefully coordinate Bidder's observations with the Bid Documents.
- 9.2 Before submitting the Bid, each Bidder will, at no expense to the County, make such additional investigations and tests as the Bidder may deem necessary to determine the Bid for performance of the Work.
- 9.3 On request, and up to five (5) days before Bid opening, Owner will provide each Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of the Bid.
- 9.4 The submission of a Bid will constitute an indisputable representation by the Bidder that Bidder has complied with every requirement of this Article 9 and that the Bid Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of Work.

## ARTICLE 10: Interpretations

- 10.1 Questions about the meaning or intent of the Bid Documents shall be submitted to the Purchasing Director in writing. The envelope shall be clearly marked "QUESTION REGARDING BID NO. B61-700-3433" Replies will be issued by Addenda mailed or delivered to all parties recorded by Multnomah County as having received the Bid Documents.
- 10.2 Questions received less than seven (7) days prior to the date for opening of Bids will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

## ARTICLE 11: Cancellation

- 11.1 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.

## ARTICLE 12: Equivalent Products

- 12.1 Product brands or models, if stated or implied by the specifications, indicate type, design, and quality desired, and shall not restrict bidding to one manufacturer. Products which meet or exceed specification requirements for design, quality, and functional utility will be considered.  
REF. ORS 279.017
- 12.2 If bid is for an equivalent item, include descriptive information brochure and/or specifications sufficient for the county to make a determination as to equivalency.
- 12.3 Any variations from specifications on equivalent products must be itemized. Failure to do so may cause rejection of bid or rejection of the unit or product after delivery if unitemized variations are found upon inspection of the unit.

PERFORMANCE - PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we \_\_\_\_\_ (Name of Contractor)

a \_\_\_\_\_ hereinafter called "Principal" and (Corporation, Partnership, or Individual)

\_\_\_\_\_ of \_\_\_\_\_, State of \_\_\_\_\_, (Surety)

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 \_\_\_\_\_, 19\_\_\_\_, a copy of which is hereto attached and made a part hereof for the construction of:

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

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 term 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 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 this 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 the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_ .

ATTEST:

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

(SEAL)

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
(Address - Zip Code)

\_\_\_\_\_  
Principal

By \_\_\_\_\_ (S)

\_\_\_\_\_  
(Address - Zip Code)

ATTEST:

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

(SEAL)

\_\_\_\_\_  
Witness to Surety

\_\_\_\_\_  
(Address - Zip Code)

\_\_\_\_\_  
Surety

By \_\_\_\_\_

Attorney-in-Fact

\_\_\_\_\_  
(Address - Zip Code)

APPROVED AS TO FORM:

JOHN B. LEAHY

\_\_\_\_\_  
County Counsel

By \_\_\_\_\_

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

THIS AGREEMENT, made and entered into, in quintuplicate, this  
by and between Multnomah County, Oregon, hereinafter called the County, the part  
of the first part, and \*

hereinafter called the Contractor, part of the second part.

WITNESSETH, That the said Contractor, in consideration of the sums to be  
paid to him by said County in the manner and at the times hereinafter provided,  
and of the other covenants and agreements herein contained, hereby agrees, for  
himself, his heirs, administrators, successors and assigns, to perform and to  
complete the work hereinbefore described, furnishing the necessary machinery,  
tools, apparatus, materials, and labor, and doing all things in accordance with  
such modifications of the same and other directions as may from time to time be  
made or given by the Director of Environmental Services.

GUARANTEE AND MAINTENANCE OF CONSTRUCTION:

The Contractor further guarantees any and all work performed by him under  
this contract against defective or improper workmanship or materials, the terms  
of the guarantee being set out in the general provisions, and he agrees to make  
such repairs and to do such other work as may be necessary to maintain the same  
in good condition, making such repairs and doing such other work under and in  
accordance with the terms and conditions also described in the general  
provisions.

\* Give here the name of the contractor, the form of organization, the recognized  
address and the names of the president, treasurer and manager or the names of  
all co-partners.

#### ARTICLE 4: Signing of Agreement

When Multnomah County gives a Notice of Award to the Successful Bidder, it will be accompanied by at least four unsigned duplicates of the Agreement and all other Contract documents. Within five days thereafter, Contractor will sign and deliver at least four duplicates of the Agreement to Multnomah County with all other Contract Documents attached. Within ten days thereafter, Multnomah County will deliver all fully signed duplicates to Contractor.

#### ARTICLE 5: Special Legal Requirements

- 5.1 The Contract shall be made expressly conditional upon future appropriations by the Board of County Commissioners to fund its provisions, in the event that performance and payment extends into the fiscal year subsequent to the year of award.
- 5.2 The Contractor in performing his contract will pay and will cause to be paid by his subcontractors not less than the prevailing rate of wages as called out in the Project Manual for 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.

#### ARTICLE 6: Commencing Work

No work may be commenced by the Contractor until the contract and bond are submitted to the County Chair; and the Project Manager 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.

CONTRACT DOCUMENTS:

It is further agreed that said plans and specifications on file with the Purchasing Director and also the general provisions, construction details, special provisions and schedule of contract prices, annexed to this contract agreement, are hereby specifically referred to and made a part of this contract, and shall have the same force and effect as though all of the same were fully inserted herein.

The Contractor further agrees to promptly, as due, make payments to all persons supplying to such Contractor labor or material for the prosecution of the work provided for herein, and that said Contractor shall not permit any lien or claim to be filed or prosecuted against the County, on account of any labor or material furnished, and that no person shall be employed by said Contractor for more than eight hours in any one day, or forty hours in any one week unless in case of necessity, emergency, or where the public policy absolutely requires it, and in such cases such laborer shall be paid at least time-and-a-half pay for all overtime in excess of eight hours a day, and for work performed Saturdays and on legal holidays.

The Contractor covenants and agrees 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 this contract.

In the event that said Contractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished by any person in connection with this contract as said claim becomes due, whether said services and labor be performed for said Contractor or for a subcontractor, then, and in such event, the County may pay such claim to the person or persons furnishing such labor or services and charge the amount thereof against funds due or to become due said Contractor by reason of this contract. The payment of any such claim in the manner herein authorized shall not, however, relieve Contractor or his surety from his or its obligation with respect to any unpaid claims.

The Contractor further agrees that this contract may be cancelled at the election of the County for any wilful failure or refusal on his part to faithfully perform the contract according to its terms and the requirements of Law.

PAYMENTS:

In consideration of the faithful performance of the work herein embraced, as set forth in the contract agreement, general provisions, construction details, special provisions, schedule of contract prices and all general and detailed specifications and plans which are part hereof, in accordance with the directions of the Director of Environmental Services and to his satisfaction, the said County agrees to pay to said Contractor the amount earned computed from the actual quantities of work performed, and to make such payments in the manner and at the times provided in the general provisions hereto appended.

IN WITNESS WHEREOF, said County of Multnomah, acting through the duly authorized County Chair of Multnomah County, executes this contract and the said Contractor does sign and seal the same as of the day and year in this contract first above mentioned.

Attest:

MULTNOMAH COUNTY, OREGON

By \_\_\_\_\_  
County Chair  
Party of the First Part

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

\_\_\_\_\_  
Contractor  
Party of the Second Part

APPROVED AS TO FORM:

In the presence of:

By \_\_\_\_\_  
County Counsel

\_\_\_\_\_  
Witness

\_\_\_\_\_

**PART I - GENERAL****1.1 STATUS OF GENERAL CONDITIONS:**

- A. Supplements in this Section modify, change, delete from or add to Section 00900 GENERAL CONDITIONS of the Contract.
- B. Where any Article, Paragraph or subparagraph of the GENERAL CONDITIONS is modified or deleted by these supplements, the unaltered provisions of that Article, Paragraph or subparagraph shall remain in effect.

**1.2 MODIFICATIONS TO GENERAL CONDITIONS:****A. DEFINITIONS**

- 1. Owner: For the purposes of this Contract, Owner shall be Multnomah County, Oregon, as represented by its authorized representatives for contractual agreements.
- 2. Provide: To furnish, install, connect, finish and maintain a product or material until Substantial Completion.
- 3. Approved: And similar words like approval, acceptable, directed, required, and selected are in reference to the judgment of the Design Professional and/or Owner's Representative.
- 4. Indicated: As shown on Drawings, as called for in the Project Manual or both.

**B. BONDS AND INSURANCE**

- 1. The insurance required by Paragraphs 5.3 and 5.4 shall be written for not less than the following limits or greater if required by law:
  - a. \$100,000 for bodily injury, sickness, disease or death for each person.
  - b. \$300,000 for bodily injury, sickness, disease or death for each accident.
  - c. \$50,000 for property damage for each accident.
- 2. The Contractor shall furnish one copy each of Certificates of Insurance herein required for each copy of the Agreement which shall specifically set forth evidence of all coverage required by Paragraphs 5.3 and 5.4. The form of the certificate shall be AIA Document G705, Certificate of Insurance. The Contractor shall furnish to the Owner copies of any endorsements that are subsequently issued amending coverage or limits.

3. The form of policy for this coverage shall be completed value.
4. If by the terms of this insurance any mandatory deductibles are required, or if the Owner should elect to increase the mandatory deductible amounts or purchase this insurance with voluntary deductible amounts, the Owner shall be responsible for payment of the amount of the deductible in the event of a paid claim.

C. CONTRACTOR'S RESPONSIBILITIES

Contractor shall comply with applicable provisions of ORS Chapters 187 and 279 and other conditions and terms necessary to be inserted into public contracts in the State of Oregon, as if such provisions were part of this agreement.

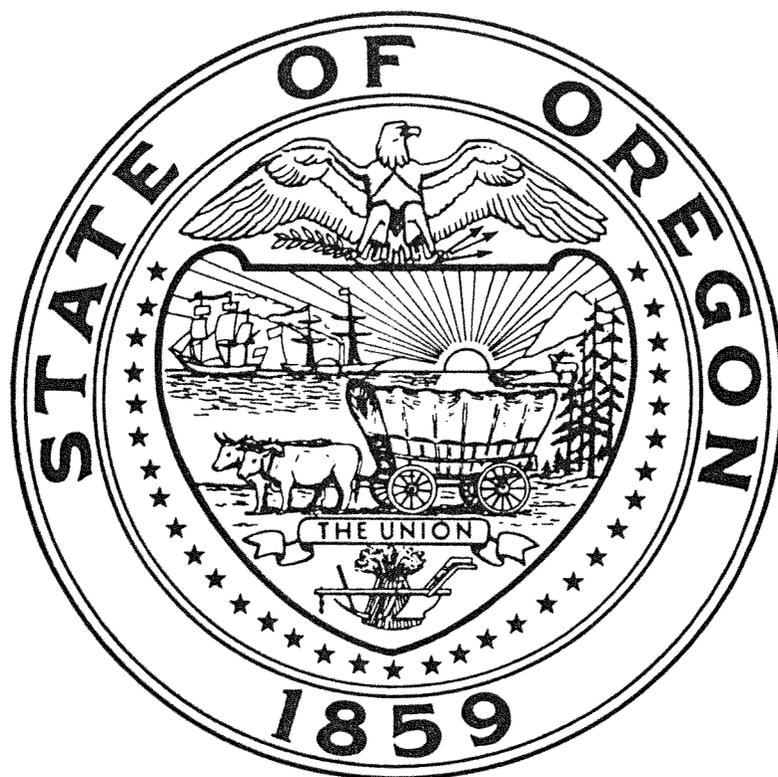
D. OWNER'S RESPONSIBILITIES

In performing any acts required of any official of Multnomah County in exercising any power authorized by this Contract, there will be no liability upon said official or authorized agents either personally or as Multnomah County officials, it being understood that they act as agents for and on behalf of Multnomah County for this Contract.

# **PREVAILING WAGE RATES**

*for*

## **Public Works Contracts in Oregon**



# **BOLI**

*Mary Wendy Roberts*

*Commissioner*

*Bureau of Labor and Industries*

**Effective January 1, 1989**



# BUREAU OF LABOR AND INDUSTRIES

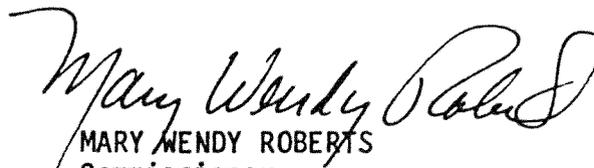
Mary Roberts, Commissioner

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

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

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

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

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

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

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

AN EQUAL OPPORTUNITY EMPLOYER

## 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>				
<b>Zone 1 (Base Rate):</b>				
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		
<b>Zone Differential for Cement Masons (Add to Zone 1 Rate)</b>				
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			
<b>Depth of Dive</b>		<b>Hourly Depth Pay</b>	
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)			
<b>Distance Travelled In the Enclosure</b>		<b>Hourly Enclosure Pay</b>	
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

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

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
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TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
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LINE CONSTRUCTION

Area 1

Zone 1 (Base Rate):

o Group 1	21.68	4.31
o Group 2	19.59	4.24
o Group 3	15.35	4.09
o Group 4	16.89	3.34
o Group 5	14.78	3.27
o Group 6	13.90	3.24

Zone Differential (Add to Zone 1 Rate)

Zone 2	2.40
Zone 3	3.15
Zone 4	3.90
Zone 5	5.15

Group 3 receives Zone 1 Rate ONLY

(No Zone Differential)

Area 2:

o Cable Splicers	18.06	2.88
o Journeyman Lineman	16.42	2.82
o Line Equip. Mech. (Right-of-way)	15.55	2.79
o Line Equip. Oper.	14.81	2.77
o Line Equip. Srvcman	14.57	2.76
o Groundman	11.55	2.65

Area 1

All counties except Malheur County

- Zone 1: 0 to 3 miles from the geographical center of Medford and Portland
- Zone 2: 0 to 20 miles from the geographical center of Astoria, Baker, Burns, Bend, Corvallis, Eugene, Klamath Falls, Lakeview, Longview, Pendleton, Salem, Roseburg, The Dalles, Umatilla (NOTE: for Portland and Medford, Zone 2 is 3 to 20 miles)
- Zone 3: 20 to 35 miles radius
- Zone 4: 35 to 50 miles radius
- Zone 5: Over 50 miles radius

Group 1

Cable Splicers  
Leadman Pole  
Sprayer

Group 2

Certified Lineman Welder  
Heavy Line Equipment Man  
Lineman  
Pole Sprayer

Group 3

Tree Trimmer

Group 4

Line Equipment Man

Group 5

Head Groundman  
Jackhammer Man  
Powderman

Group 6

Groundman

Area 2

Malheur County

MARBLE SETTERS (Includes Granite)

Area 1	19.28	3.68
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Area 1

Baker	Hood River	Sherman	Wallowa
Clackamas	Malheur (a)	Tillamook	Wasco (b)
Clatsop	Morrow	Union	Washington
Columbia	Multnomah	Umatilla	Yamhill (a)
Gilliam			

a) North half b) North of the City of Maupin

PAINTERS & DRYWALL TAPERS

Area 1

o Painter & Drywall Tapers	12.02	2.01
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Area 2

o Brush	13.21	3.26
o Spray, sandblasting, other pressure blasting over 3000 psi, and steam cleaning	13.71	3.26
o Wall covering including: paper hanging, gilding, and mural painting	13.71	3.26
o Bridges or Over 50'		
-Brush	13.96	3.26
-Spray	14.46	3.26
o Drywall Tapers	15.71	4.29

Area 1

Malheur County

Area 2

Remaining Counties

PLASTERERS

Area 1	17.35	4.02
Area 2	17.18	4.01

Area 1

Area 1	Area 1(cont)	Area 1(cont)	Area 2
Benton	Deschutes	Lincoln (b)	All
Coos	Harney	Linn (b)	remaining
Crook	Jefferson	Wasco (b)	counties
Curry	Klamath (a)	Wheeler (b)	
Douglas	Lane		

a) Northern one-third b) South half

PLUMBERS & STEAMFITTERS/PIPEFITTERS

Area 1 (Both)	19.08	4.85
Area 2 (Both)	21.75	4.91
Area 3 (Both)		
-on projects less than 20,000 sq. ft.	13.70	3.23
-on all other projects	17.50	4.00

Area 1

Area 1	Area 2	Area 3
Baker	Grant (b)	All remaining counties
Harney (a)	Morrow	
Malheur	Umatilla	
	Wallowa	
	Union	

a) Except Northwest Portion  
b) Except Southwest Corner

POWER EQUIPMENT OPERATORS (see page 11)

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS	
<b>ROOFERS</b>			
Area 1:			
o Roofers	15.10	3.70	
o Handling coal tar pitch	16.61	3.70	
Area 2:			
o Roofers(a)	15.04	2.93	
Area 3:			
o Roofers	14.15	2.70	
(Add \$1.50 per hour to Fringe for work with irritable Bituminous material.)			
Area 4:			
o Roofers	14.75	3.35	
(Add \$2.00 per hour to Fringe for work with irritable Bituminous materials)			
Area 5:			
o Roofers	11.55	3.55	
(Add \$3.00 per hour to Fringe for work with irritable Bituminous materials)			
<u>Area 1</u>	<u>Area 1(cont)</u>	<u>Area 2</u>	<u>Area 2(cont)</u>
Baker	Multnomah	Benton	Klamath
Clackamas	Sherman	Coos	Lake
Clatsop	Tillamook	Crook	Lane
Columbia	Wasco	Curry	Lincoln
Jefferson	Washington	Deschutes	Linn
Gilliam	Wheeler	Douglas	Marion
Grant		Harney	Polk
Hood River		Jackson	Yamhill
		Josephine	
<u>Area 3</u>	<u>Area 4</u>	<u>Area 5</u>	
Malheur	Umatilla	Morrow	
	Union		
	Wallowa		
<b>SHEETMETAL WORKERS</b>			
Area 1	Building Trades		
	Journeyman	16.80	4.85
	Architectural (a)		
	Journeyman	14.64	4.12
Area 2		16.28	3.01
Area 3		18.86	4.11
Area 4		16.34	2.99
<u>Area 1</u>			
Benton	Gilliam	Linn	Tillamook
Clackamas	Grant	Marion	Wasco
Clatsop	Harney	Multnomah	Washington
Columbia	Hood River	Polk	Wheeler
Crook	Jefferson	Sherman	Yamhill
Deschutes	Lincoln		
<u>Area 2</u>	<u>Area 3</u>	<u>Area 4</u>	<u>Area 4 (cont)</u>
Baker	Morrow	Coos	Josephine
Malheur	Umatilla	Curry	Klamath
	Union	Douglas	Lake
	Wallowa	Jackson	Lane
a) Architectural work is <u>job-site</u> 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.			

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS	
<b>SOFT FLOOR LAYERS</b>			
Area 1	15.15	3.42 + b	
Area 2	12.99	2.01	
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 1 - All counties except Malheur County			
Area 2 - Malheur County			
<b>SPRINKLER FITTERS</b>	20.30	3.90	
<b>TENDERS TO MASON TRADES</b>			
Tenders for Bricklayers, Tile Setters, Marble Setters and Terrazzo Workers; Topping for Cement Finishers and Mortar Mixers.			
	14.71	3.90	
<b>TENDERS TO PLASTERERS</b>			
	14.22	3.90	
<b>TILE SETTERS</b>			
Area 1	17.10	3.55	
Area 2	16.05	2.65	
<u>Area 1</u>	<u>Area 1(cont)</u>	<u>Area 2</u>	<u>Area 2(cont)</u>
Baker	Polk	Benton	Josephine
Clackamas	Sherman	Coos	Klamath
Clatsop	Tillamook	Crook	Lake
Columbia	Umatilla	Curry	Lane
Gilliam	Union	Deschutes	Lincoln
Hood River	Wallowa	Douglas	Linn
Malheur(a)	Wasco (b)	Grant	Malheur (c)
Marion	Washington	Harney	Wasco (d)
Morrow	Yamhill	Jackson	Wheeler
Multnomah		Jefferson	
a) North half                      c) South half			
b) North of Maupin              d) Maupin and south thereof			
<b>TILE &amp; TERRAZZO HELPERS</b>			
Area 1		13.32	2.20
<u>Area 1</u>			
Baker	Hood River	Sherman	Wallowa
Clackamas	Gilliam (a)	Tillamook	Wasco (b)
Clatsop	Morrow	Umatilla	Washington
Columbia	Multnomah	Union	Yamhill (a)
Malheur (North Half)	Yamhill (North Half)		
Wasco (North of Maupin)			
<b>TRUCK DRIVERS (see Page 11)</b>			
<b>WELDERS; RIGGERS</b>			
Receive rate for craft performing operation to which welding and rigging are incidental.			
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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
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TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
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LABORERS<sup>1</sup>

	LESS THAN 100%	100%	
Zone 1 (Base Rate): <sup>2</sup>			
o Group 1	11.17	13.34	4.90
o Group 2	11.45	13.69	4.90
o Group 3	11.69	13.99	4.90
o Group 4	11.89	14.24	4.90
o Group 5	9.00	10.00	4.90
o Group 6	8.50	8.50	4.90

Group 1

Asphalt Plant Laborers	General Laborer ***
Asphalt Spreaders	Guardrail, Median Rail (c)
Batch Weighman	Leverman or Aggregate Spreader (d)
Broomers	Material Yard Man (e)
Brush Burners/Cutters	Powderman Tender
Carpenter Tender	Railroad Track Laborers
Car & Truck Loaders	Ribbon Setters (f)
Change-House Man	Rip Rap Man (Hand Placed)
Choke Setter	Road Pump Tender
Chipper Operator (a)	Sewer Laborer
Clean-up Laborers ***	Signalman
Concrete Laborers	Skipman
Culvert (hand labor)	Slopers
Curing, concrete	Sprayman
Demolition, wrecking and moving ***	Stake Chaser
Driller Tender	Stockpiler
Dry-shack Man	Timber Faller/Bucker (Hand Labor)
Dumpers, road oiling crew	Toolroom Man (Job site)
Dumpmen for grading crew	Tunnel Bull Gang (Above Ground)
Elevator Feeders	Weight-Man-Crusher (g)
Fine Graders	
Fire Watch	
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.

Group 2

Applicators (a)	Gunite or Pot Tender
Brush Cutters (b)	Handlers/Mixers (f)
Burners	Post Hole Digger, Air, gas or electric
Choker Splicer	Power Tool Operators (g)
Clary Power Spreader(c)	Sand Blasting (wet)
Clean-up Nozzleman	Stake Setter
Green Cutter (d)	Tampers
Concrete Power Buggyman	Tunnel Muckers/Brakeman/
Crusher Feeder	Concrete Crew/Bull
Demolition/Wrecking (e)	Gang (underground)
Grade Checker	
Granite Nozzleman Tender	

(Group 2 continues top of next column.)

LABORERS (continued)

- a) Including Pot Tender for same, applying protective material by hand or nozzle on utility lines or storage tanks on project
- b) Power saw
- c) And similar types
- d) Concrete, rock, etc.
- e) Charred Materials
- f) Of all materials of an irritating nature including cement and lime
- g) Includes, but not limited to: Dry Pack Machine, Jackhammer, Chipping Guns, Paving Breakers, Vibrators (less than 4" diameter)

Group 3

Asbestos Removal	Power Saw Operators (d)
Asphalt Rakers	Pumpcrete Nozzleman
Bit Grinder	Sand Blasting (dry)
Concrete Saw Operator	Sewer Pipe Layers
Drill Doctor	Sewer Timberman
Drill Operators (a)	Track Liners (e)
Gunite Nozzleman	Tugger Operator
High Scalars,	Tunnel-Chuck Tenders,
Strippers, Drillers(b)	Nippers, Timberman
Laser Beam (c)	Vibrator (4" and larger)
Manhole Builder	Water Blaster
Powdermen	Welder

- a) Air Tracks, Cat Drills, Wagon Drills, Rubber-mounted drills, and other similar types
- b) Covers work in Swinging Stages, chairs or belts, under extreme conditions unusual to normal drilling, blasting, barring-down, or sloping and stripping
- c) Pipe laying, applicable when employee assigned to move, set up, align Laser Beam.
- d) Bucking and falling
- e) Anchor Machines, Ballast Regulators, Multiple Tampers, Power Jacks

Group 4

Laser Beam (Tunnel), applicable when employee assigned to move, set-up, align laser beam  
Tunnel Miners  
Tunnel Powderman

Group 5\*\*

Flagger

Group 6\*\*

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	TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
<b>POWER EQUIPMENT OPERATORS<sup>1</sup></b>			<b>POWER EQUIPMENT OPERATORS (continued)</b>		
	<u>LESS THAN 100%</u>	<u>100%</u>	<u>Group 3</u>		
Zone 1 (Base Rate): <sup>2</sup>			Air Filtration Equipment	Hydrographic Seeder Machine (e)	
o Group 1	13.04	16.24	5.17	Asphalt Plant Fireman	Hydrostatic Pump
o Group 2	13.19	16.42	5.17	Ballast Jack Tamper	Mixer Box Operator (f)
o Group 3	13.31	16.58	5.17	Bell Boy, Phones, etc	Motorman
o Group 4	13.47	16.78	5.17	Broom Operator (a)	Pugmill Operator
o Group 5	13.51	16.82	5.17	Bucket Elevator	(any type)
o Group 6	13.59	16.93	5.17	Loader (b)	Pump Operator (g)
o Group 7	13.65	17.00	5.17	Cement Hog	Ross Carrier Operator (h)
o Group 8	13.76	17.14	5.17	Compressor Operator (c)	Tamping Machine (i)
o Group 9	13.83	17.23	5.17	Concrete Saw and	Truck-mounted Asphalt
o Group 10	13.90	17.31	5.17	Concrete Curing	Spreader (with screed)
o Group 11	13.91	17.33	5.17	Machine (d)	Welding Machine Operator
o Group 12	13.99	17.43	5.17	Conveyor Operator	Wire Mat or Brooming
o Group 13	14.07	17.53	5.17	Hydraulic Pipe Press	Machine Operator
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	a) Self-propelled on job site	
o Group 17	14.78	18.41	5.17	b) Barber Greene and similar type	
o Group 18	14.98	18.66	5.17	c) Any power, under 1250 cubic feet total capacity	
o Group 19	15.12	18.84	5.17	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	
<u>Group 1</u>			<u>Group 4</u>		
Assistant Conveyor Operator	Partsman (tool room)		Combination Mixer & Compressor (a)	Helicopter Hoist Operator	
Brakeman/Switchman	Pump Operator (a)		Compactor, including Vibratory	Hydra Hammer or similar types	
Crusher Feederman	Oiler (b)		Compressor (Any Power (b))	Locomotive, under 40 tons	
Deckhand	Scaffolding Operator (c)		Concrete Mixer Operator (c)	Lull Hi-Lift Operator (d)	
Guardrail Punch Oiler	Switchman		Floating Equipment	Pavement Breaker	
			Fireman	Pump Operator (e)	
a) Under 4 inches			Fork Lift, over 5 ton	Roller Operator, Oiling	
b) Including Plant, Crane, Crusher, Guardrail Equipment, and Trenching Machine				C.T.B.	
c) Self-propelled				Screed Operator	
				Service Oiler (Greaser)	
<u>Group 2</u>			a) Gunnite work		
A-Frame Truck Operator (a)	Helicopter Radioman (Ground)		b) Over 1,250 cu. ft. total capacity		
Auger	Oiler (f)		c) Single drum, under five bag capacity		
Blade Operator (b)	Roller Operator (g)		d) Or similar type		
Boatman	Tar Pot Fireman (h)		e) More than 5 (any size)		
Crane Fireman (c)	Temporary Heating Plant Operator				
Driller Tender	Truck Crane Oiler/Driver (i)				
Fork Lift or Lumber Stacker (d)	Tugger or Coffin type				
Grade Checker	Hoist Operator				
Grade Oiler (e)	Welder's Tender				
Heavy Duty Repairman Tender			<u>Group 5</u>		
			Chip Spreading Machine Operator	Pulva Mixer or similar types	
a) Single drum			Concrete Batch Plant Quality Control Operator	Slip Form Pumps, power driven hydraulic lifting device for concrete forms	
b) Pulled type			Elevator Operator	Sweeper, Wayne type (b)	
c) All equipment except floating			Extrusion Machine	Tractor (c)	
d) On job site			Lime Spreading (a)	Trenching Machine (d)	
e) Required to check grade			Power Jumbo, setting slip forms, etc. in tunnels.	Wagner Factor (e)	
f) Including combination guardrail machines					
g) Grading of base rock (not asphalt)			a) On job site		
h) Including power agitated type			b) Self-propelled on job site		
i) 25 ton capacity and over			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
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TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
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POWER EQUIPMENT OPERATORS (continued)

Group 6

Asphalt Burner and Reconditioner	Concrete Spreader
Cast-In Place Pipe Laying Machine	Curb Machine (b)
Concrete Finishing Machine (A)	Loaders (c)
Concrete Joint Machine	Maginnis Internal Full Slab Vibrator
Concrete Paving Machine	Pavement Grinder and/or Grooving Machine (d)
Concrete Planer	Rock Spreaders (e)

- a) Clary, Johnson, Bidwell, Burgess, Bridges Deck or similar type
- b) Mechanical Berm, Curb and/or Gutter
- c) Rubber-tired type, 2 1/2 cu. yds. and under
- d) Riding type
- e) Self-propelled

Group 7

A-Frame Truck (a)	Grouting Machine
Ballast Regulator	Hydraulic Backhoe (e)
Ballast Tamper (b)	Locomotive, 40 tons & over
Beltcrete	Pot Rammer
Boom Truck	Pumpcrete Operator (any type)
Churn Drill/ Earth Boring Machine	Roller (any asphalt mix)
Concrete Mixer (c)	Shuttle Car
Concrete Pump	Tie Spacer
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)

Group 8

Asphalt Paver Operator	Diesel-Electric
Batch Plant and/or wet-mix (a)	Engineer (c)
Belt Loader (b)	Generator Operator

- a) One and two drum
- b) Kolman and Ko Cal types
- c) Plant, Crusher, Generator, Floating

Group 9

Asphalt Plant Operator	Guardrail Punch and Auger (d)
Bolt-Threading Machine	H.D. Mechanic and Welder
Boom-Type Lifting Device (a)	Hammer Operator
Boring Machine	Hydraulic Backhoe (e)
Bulldozer	Lift Slab Machine
Cherry Picker (a)(b)	Loader (f)
Chicago Boom (c)	Machine Tool Operator
Compactor with Blade	Pipe Cleaning, Doping, Bending and wrapping Machines
Concrete Cooling Machine	
Crusher Plant Operator	Side-boom Cat

(Group 9 continues top of next column.)

POWER EQUIPMENT OPERATORS (continued)

Drill Cat Operator	Stationary Drag Scraper
Drill Doctor	Surface Heater and Planer
Drill Doctor (Bit Grinder)	Tractor (g)
Grizzly Crusher	Tractor (h)
	Trench Machine (i)

- a) 5 ton capacity or less
- b) Or similar type crane-hoist
- c) And similar types
- d) All types
- e) Track type 3/8 cu. yds.
- f) Front end and overhead, 2 1/2 cu. yds. and under 4 cu. yds.
- g) With boom attachments
- h) Rubber-tired over 50 H.P. flywheel
- i) Maximum digging capacity over 3 ft. depth

Group 10

Barge Operator, self-loading	Compactor, multi-engine
Bulldozer (a)	Dozers and Pushers (c)
Cable Plow (any type)	Driller (d)
Combination H.D. Mechanic-Welder (b)	Jack Operator/Elevating Barges

- a) Twin engine (TC 12 and similar)
- b) With dispatcher and/or required to do both
- c) Rubber-tired (Michigan, Cat, Hough type)
- d) Percussion, Diamond, Core, Cable, Rotary and similar type

Group 11

Clamshell, Hoe, etc. (a)	Dragline
Combination Guardrail Machines (b)	Grade-Alls (a)
Concrete Breaker	Mixer Mobile
Crane Operator (c)	Mucking Machine (tunnel) Shovel

- a) Under 1 cu. yd.
- b) i.e., Punch, Auger, etc.
- c) 25 tons and under

Group 12

Batch Plant and/or Wet Mix (a)	Paddle Wheel, Auger Type
Blade Mounted Spreaders ( b)	Piledriver (not crane type)
Blade Operator	Reinforced Tank Banding Machine (K-17 or similar)
Elevating Loader (c)	Rubber-tired Scraper (d)
Hoist, two or more drums	Shield Operator
	Single Scraper (e)

- a) 3 units or more
- b) Ulrich and similar types
- c) Athey and similar
- d) Single and twin engine
- e) With Push-pull attachments, self loader

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

Group 13

Back Filling Machine Blade (a)	Derrick, under 100 tons Elevating Grader (e)
Blade, multi-engine	Floating Clamshell, etc. (f)
Blade Operator, finish	Floating Crane (g)
Bridge Crane Operator (b)	Grade-all, 1 cu. yd. and over
Cableway Operator (c)	Hoist (h)
Concrete Paving Road Mixer	Piledriver Operator
Crane (d)	Shovel, etc (i)

- a) Externally controlled by electronic, mechanical hydraulic means
- 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.

Group 14

Rubber-tired Scraper (a)  
Tower Crane Operator

- a) With Tandem Scrapers, self-loading, Paddle Wheel, Auger type, finish and/or 2 or more units

Group 15

Loader, 4 cu. yds., but less than 6 cu. yds.  
Rock Hound Operator

Group 16

Autograder or "Trimmer"	Floating Crane (Derrick Barge) (c)
Automatic Concrete Slip Form Paver	Loader (d)
Cableway (a)	Rubber-tired Scraper (e)
Concrete Canal Line Crane (b)	Shovel (f)
Floating Clamshell, etc., 3 cu. yds. and over	Tandem Bulldozer (g)
	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

Group 17

Canal Trimmer	Loader (c)
Crane (a)	Shovel, etc. (d)
Floating Crane (b)	Whirley (e)

(Group 17 continues top of next column)

**POWER EQUIPMENT OPERATORS (continued)**

- 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

Group 18

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

Group 19

Floating Crane (a)	Remote Controlled Earth Moving Equipment
Helicopter (b)	Under Water Equipment (c)

- a) 250 ton and over
- b) When used in erecting work
- c) Remote or otherwise

**TRUCK DRIVERS<sup>1</sup>**

	LESS THAN 100%	100%	
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

Work	Group
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.



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



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

FORM WH-81 (Rev. 6/88)

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:  
\_\_\_\_\_

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

FORM WH-81 (Rev. 6/88)

3. CONTRACT INFORMATION

A. Contract Name and Number:  
Dam Repair 100-H

B. Location of work: Becca, Oregon

C. County: Malheur

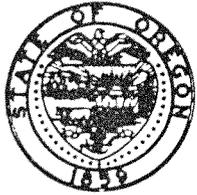
D. Amount of the Award: \$ 25,000

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

**SAMPLE**



# BUREAU OF LABOR AND INDUSTRIES

Mary Roberts, Commissioner

January 28, 1988

To all Contractors and Contracting Agencies:

This is to inform you of an error in the new Prevailing Wage Rate booklet which was published January 1, 1988.

The error concerns Electricians and Cable Splicers in Area 5 which contains the following counties:

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

The rates should appear as follows:

<u>Area 5</u>	Basic Hourly Rate	Fringe Benefits
Electricians	19.80	4.29
Cable Splicers	20.55	4.32

These are lower than the rates listed in the new booklet.

Please let your contractors and subcontractors know of this correction as soon as possible. This notice should be posted on the job site along with the regular PWR booklet.

Sincerely,

David R. Roth  
Prevailing Wage Rate Analyst

PORTLAND  
1400 SW 5th Avenue  
Portland, Oregon 97201

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

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

MEDFORD  
700 E. Main  
Medford, Oregon 97504

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

BEND  
1230 NE Third, Suite A244  
Bend, Oregon 97701

PENDLETON  
700 SE Emigrant, Suite 240  
Pendleton, Oregon 97801

AN EQUAL OPPORTUNITY EMPLOYER

## SECTION 00900 - GENERAL CONDITIONS

### ARTICLE 1 DEFINITIONS

Whenever used in these General Conditions or in the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

**Addenda** - Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the bidding documents or Contract Documents.

**Agreement** - The written agreement between Owner and Contractor covering the Work to be performed; other contract Documents are attached to the Agreement and made a part thereof as provided therein.

**Application for Payment** - The form accepted by Project Manager which is to be used by Contractor in requesting progress or final payment and which is to include such supporting documentation as is required by the Contract Documents.

**Bid** - The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

**Bonds** - Bid, performance and payment bonds and other instruments of security.

**Change Order** - A written order to Contractor signed by Owner authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the contract Time issued after the effective date of the Agreement.

**Contract Documents** - The Agreement, Addenda (which pertain to the Contract Documents), Contractor's Bid (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications, the Drawings as the same are more specifically identified in the Agreement, together with all Modifications issued after the execution of the Agreement.

**Contract Price** - The moneys payable by Owner to Contractor under the Contract Documents as stated in the Agreement.

**Contract Time** - The number of days (computed as provided in paragraph 17.2) or the date stated in the Agreement for the completion of the Work.

**Contractor** - The person, firm or corporation with whom Owner has entered into the Agreement.

**day** - A calendar day of twenty-four hours measured from midnight to the next midnight.

**defective** - An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in the Contract Documents, or has been damaged prior to Project Manager's recommendation of final payment.

**Drawings** - The drawings which show the character and scope of the Work to be performed and which have been approved by Project Manager and are referred to in the Contract Documents.

**effective date of the Agreement** - The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

**Field Order** - A written order issued by Project Manager which orders minor changes in the Work in accordance with paragraph 10.2 but which does not involve a change in the Contract Price or the Contract Time.

**General Requirements** - Sections of Division 1 of the Specifications.

**Modification** - (a) A written amendment of the Contract Documents signed by both parties, (b) A Change Order, or (c) A Field Order. A modification may only be issued after the effective date of the Agreement.

**Notice of Award** - The written notice of Owner to the apparent successful Bidder stating that upon compliance by the apparent successful Bidder with the conditions precedent enumerated therein, within the time specified, Owner will sign and deliver the Agreement.

**Notice to Proceed** - A written notice given by Owner to Contractor fixing the date on which the Contract Time will commence to run and on which Contractor shall start to perform his obligation under the Contract Documents.

**Owner** - The public body or authority, corporation, association, partnership, or individual with whom Contractor has entered into the Agreement and for whom the Work is to be provided.

**Project** - The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

**Project Manager** - The person, firm, or corporation supervising the Work on behalf of the Owner.

**Resident Project Representative** - The authorized representative of Owner who is assigned to the site or any part thereof.

**Shop Drawings** - All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by Contractor, a Subcontractor, manufac-

turer, fabricator, supplier or distributor to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a manufacturer, fabricator, supplier or distributor and submitted by Contractor to illustrate material or equipment for some portion of the Work.

**Specifications** - Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and Workmanship as applied to the Work and certain administrative details applicable thereto.

**Subcontractor** - An individual, firm or corporation having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the site.

**Substantial Completion** - The Work (or a specified part thereof) has progressed to the point where, in the opinion of Project Manager as evidenced by his definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it was intended; or if there be no such certificate issued, when final payment is due in accordance with paragraph 14.15. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.

**Work** - The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

## ARTICLE 2 PRELIMINARY MATTERS

### Copies of Documents:

2.1 Owner shall furnish to Contractor up to ten copies (unless otherwise specified in the General Requirements) of the Contract Documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

### Commencement of Contract Time; Notice to Proceed:

2.2 The Contract Time will commence to run on the day indicated in the Notice to Proceed.

### Starting the Project:

2.3 Contractor shall start to perform the Work on the date when the Contract Time commences to run, but no Work shall be done at the site prior to the date on which the Contract Time commences to run.

#### Before Starting Construction:

- 2.4 Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. Contractor shall promptly report in writing to Project Manager any conflict, error or discrepancy which Contractor may discover; however, Contractor shall not be liable to Owner or Project Manager for failure to report any conflict, error or discrepancy in the Drawings or Specifications, unless Contractor had actual knowledge thereof or should reasonably have known thereof.
- 2.5 Before the Notice to Proceed can be given Contractor must submit to Project Manager for review and acceptance an estimated progress schedule indicating the starting and completion dates of the various stages of the Work, a preliminary schedule of Shop Drawings submissions, and a preliminary schedule of values of the Work.
- 2.6 Before any Work at the site is started, Contractor shall deliver to Owner, with a copy to Project Manager, certificates (and other evidence of insurance requested by Owner) which Contractor is required to purchase and maintain in accordance with paragraphs 5.3 and 5.4, and Owner shall deliver to Contractor certificates (and other evidence of insurance requested by Contractor) which Owner is required to purchase and maintain in accordance with paragraphs 5.6 and 5.7.

#### Preconstruction Conference:

- 2.7 Before Contractor starts the Work at the site, a conference will be held for review and acceptance of the schedules referred to in paragraph 2.4, to establish procedures for handling Shop Drawings and other submittals and for processing Applications for Payment, and to establish a Working understanding among the parties as to the Work.

#### ARTICLE 3 CONTRACT DOCUMENTS: INTENT AND REUSE

##### Intent:

- 3.1 The Contract Documents comprise the entire Agreement between Owner and Contractor concerning the Work. They may be altered only by a Modification.
- 3.2 The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If, during the performance of the Work, Contractor finds a conflict, error or discrepancy in the Contract Documents, he shall report it to Project Manager in writing at once and before proceeding with the Work affected thereby; however, Contractor shall not be liable to Owner or Project Manager for failure to report any conflict, error or discrepancy in the Specifications or Drawings unless Contractor had actual knowledge thereof or should reasonably have known thereof.

- 3.3 It is the intent of the Specifications and Drawings to describe a complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work that may reasonably be inferred from the Specifications or Drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials or equipment such words shall be interpreted in accordance with such meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the code of any governmental authority, whether such reference be specific or by implications, shall mean the latest standard specification, manual or code in effect at the time of opening of Bids (or, on the effective date of the Agreement if there were no Bids), except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall change the duties and responsibilities of Owner, Contractor or Project Manager, or any of their agents or employees from those set forth in the Contract Documents. Clarifications and interpretations of the Contract Documents shall be issued by Project Manager as provided for in paragraph 9.3.
- 3.4 The Contract Documents will be governed by the law of the place of the Project.

#### Reuse of Documents:

- 3.5 Neither Contractor nor any Subcontractor, manufacturer, fabricator, supplier or distributor shall have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of Architect/Engineer; and they shall not reuse any of them on extensions of the Project or any other project without written consent of Owner and Architect/Engineer and specific written verification or adaptation by Architect/Engineer.

### ARTICLE 4 AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS

#### Availability of Lands:

- 4.1 Owner shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way for access thereto, and such other lands which are designated for the use of Contractor. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by Owner, unless otherwise provided in the Contract Documents. If Contractor believes that any delay in Owner's furnishing these lands or easements entitles him to an extension of the Contract Time, Contractor may make a claim therefor as provided in Article 12. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

### Physical Conditions - Investigations and Reports:

- 4.2 Reference is made to the Supplementary Conditions for identification of those reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which have been relied upon by the Engineer in preparation of the Drawings and Specifications. Such reports are not guaranteed as to accuracy or completeness and are not part of the Contract Documents.

### Unforeseen Physical Conditions:

- 4.3 Contractor shall promptly notify Owner and Project Manager in writing of any subsurface or latent physical conditions at the site or in an existing structure differing materially from those indicated or referred to in the Contract Documents. Project Manager will promptly review those conditions and advise Owner in writing if further investigation or tests are necessary. Promptly thereafter, Owner shall obtain the necessary additional investigations and tests and furnish copies to Project Manager and Contractor. If Project Manager finds that the results of such investigations or tests indicate that there are subsurface or latent physical conditions which differ materially from those intended in the Contract Documents, and which could not reasonably have been anticipated by Contractor, a Change Order shall be issued incorporating the necessary revisions.

### Reference Points:

- 4.4 Owner shall provide engineering surveys for construction to establish reference points which in his judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work (unless otherwise specified in the General Requirements), shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Project Manager whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for replacement or relocation of such reference points by professionally qualified personnel.

## ARTICLE 5 BONDS AND INSURANCE

### Performance and Other Bonds:

- 5.1 Contractor shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date of final payment, except as otherwise provided by law. Contractor shall also furnish such other Bonds as are required by the

Supplementary Conditions. All Bonds shall be in the forms prescribed by the bidding documents or Supplementary Conditions and be executed by such Sureties as (i) are licensed to conduct business in the state where the Project is located, and (ii) are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

- 5.2 If the Surety on any Bond furnished by Contractor is declared a bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of clauses (i) and (ii) of paragraph 5.1, Contractor shall within five days thereafter substitute another Bond and Surety, both of which shall be acceptable to Owner.

#### Contractor's Liability Insurance:

- 5.3 Contractor shall purchase and maintain such comprehensive general liability and other insurance as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether such performance is by Contractor, by any Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- 5.3.1 Claims under workers' or workmen's compensations, disability benefits and other similar employee benefits acts;
- 5.3.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
- 5.3.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
- 5.3.4 Claims for damages insured by personal injury liability coverage which are sustained (i) by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or (ii) by any other person for any other reason;
- 5.3.5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and
- 5.3.6. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

The insurance required by this paragraph 5.3 shall include the specific coverages and be written for not less than the limits of liability and

coverages provided in the Supplementary Conditions, or required by law, whichever is greater. The comprehensive general liability insurance shall include completed operations insurance. All such insurance shall contain a provision that the coverage afforded will not be cancelled, materially changed or renewal refused until at least thirty days prior written notice has been given to Owner and Project Manager. All such insurance shall remain in effect until final payment and at all times thereafter when Contractor may be correcting, removing or replacing defective Work in accordance with paragraph 13.12. In addition, Contractor shall maintain such completed operations insurance for at least two years after final payment.

**Contractual Liability Insurance:**

5.4 The comprehensive general liability insurance required by paragraph 5.3 will include contractual liability insurance applicable to Contractor's obligations under paragraphs 6.28 and 6.29.

**Owner's Liability Insurance:**

5.5 Owner shall be responsible for purchasing and maintaining his own liability insurance and, at his option, may purchase and maintain such insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

**Property Insurance:**

5.6 Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the work at the site to the full insurable value thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by law). This insurance shall include the interests of Owner, Contractor and Subcontractors in the Work, shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage, and such other perils as may be provided in the Supplementary Conditions, and shall include damages, losses and expenses arising out of or resulting from any losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including fees and charges of engineers, architects, attorneys and other professionals.) If not covered under the "all risk" insurance or otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain similar property insurance on portions of the Work stored on and off the site or in transit when such portions of the Work are to be included in an Application for Payment. The policies of insurance required to be purchased and maintained by Owner in accordance with paragraphs 5.6 and 5.7 shall contain a provision that the coverage afforded will not be cancelled or materially changed until at least thirty days prior written notice has been given to Contractor.

The insurance purchased upon the Work shall cover only the Work as defined in the definition section of Article 1 of this section and therefore specifically excludes coverage for the loss, theft or damage to Contractor or Subcontractor's personal property.

- 5.7 Owner shall purchase and maintain such boiler and machinery insurance as may be required by the Supplementary Conditions or by law. This insurance shall include the interests of Owner, Contractor and Subcontractors in the Work.
- 5.8 Owner shall not be responsible for purchasing and maintaining any property insurance to protect the interests of Contractor or Subcontractors in the Work to the extent of any deductible amounts that are provided in the Supplementary Conditions. If Contractor wishes property insurance coverage within the limits of such amounts, Contractor may purchase and maintain it at his own expense.
- 5.9 If Contractor requests in writing that other special insurance be included in the property insurance policy, Owner shall, if possible, include such insurance, and the cost thereof shall be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the site, Owner will in writing advise Contractor whether or not such other insurance has been procured by Owner.

#### Waiver of Rights:

- 5.10 Owner and Contractor waive all rights against each other and the Subcontractors and their agents and employees and against Engineer and separate contractors (if any) and their subcontractors' agents and employees, for damages caused by fire or other perils to the extent covered by insurance provided under paragraphs 5.6 and 5.7, inclusive, or any other property insurance applicable to the Work, except such rights as they may have to the proceeds of such insurance held by Owner as trustee. Owner shall require similar written waivers by Engineer and from each Subcontractor (in accordance with paragraph 6.10 as applicable); each such waiver will be in favor of all other parties enumerated in this paragraph 5.10.

#### Receipt and Application of Proceeds:

- 5.11 Any insured loss under the policies of insurance required by paragraphs 5.6 and 5.7 shall be adjusted with Owner and made payable to Owner as trustee for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.12. Owner shall deposit in a separate account any money so received, and he shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof and the Work and the cost thereof covered by an appropriate Change Order.

5.12 Owner as trustee shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within fifteen days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as trustee shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If required in writing by any party in interest, Owner as trustee shall upon the occurrence of an insured loss, give bond for the proper performance of his duties.

#### **Acceptance of Insurance:**

5.13 If Owner has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by Contractor in accordance with paragraphs 5.3 and 5.4 on the basis of its not complying with the Contract Documents, Owner will notify Contractor in writing thereof within ten days of the date of delivery of such certificates to Owner in accordance with paragraph 2.6. If Contractor has any objection to the coverage afforded by or other provisions of the policies of insurance required to be purchased and maintained by Owner in accordance with paragraphs 5.6 and 5.7 on the basis of their not complying with the Contract Documents, Contractor will notify Owner in writing thereof within ten days of the date of delivery of such certificates to Contractor in accordance with paragraph 2.6. Owner and Contractor will each provide to the other such additional information in respect of insurance provided by him as the other may reasonably request. Failure by Owner or Contractor to give any such notice of objection within the time provided shall constitute acceptance of such insurance purchased by the other as complying with the Contract Documents.

#### **Partial Utilization - Property Insurance:**

5.14 If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, such use or occupancy may be accomplished in accordance with paragraph 14.12; provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected the changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be cancelled or lapse on account of any such partial use or occupancy.

### **ARTICLE 6 CONTRACTOR'S RESPONSIBILITIES**

#### **Supervision and Superintendence:**

6.1 Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means,

methods, techniques, sequences and procedures of construction, but Contractor shall not be solely responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence or procedure of construction which is indicated in and required by the Contract Documents. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents.

- 6.2 Contractor shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to Owner and Project Manager except under extraordinary circumstances. The superintendent will be Contractor's representative at the site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be binding as if given to Contractor.

**Labor, Materials and Equipment:**

- 6.3 Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the site.
- 6.4 Contractor shall furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the Work.
- 6.5 All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by Project Manager, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment.
- 6.6 All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, supplier or distributor, except as otherwise provided in the Contract Documents.

**Equivalent Materials and Equipment:**

- 6.7 Whenever materials or equipment are specified or described in the Drawings or Specifications by using the name of a proprietary item or the name of a particular manufacturer, fabricator, supplier or distributor, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other manufacturers, fabricators, suppliers or distributors may be accepted by Project Manager if sufficient information is submitted by Contractor to allow Project Manager to determine that the material or equipment proposed is equivalent to that named. The procedure for review by Project Manager will be as set forth in Section 01600 Material and Equipment.

### Concerning Subcontractors:

- 6.8 Contractor shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that Contractor is responsible for the acts and omissions of persons directly employed by Contractor. Nothing in the Contract Documents shall create any contractual relationship between Owner or Project Manager and any Subcontractor or other person or organization having a direct contract with Contractor, nor shall it create any obligation on the part of Owner or Project Manager to pay or to see to the payment of any moneys due any Subcontractor or other person or organization, except as may otherwise be required by law. Owner or Project Manager may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to Contractor on account of specific Work done.
- 6.9 The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or delineating the work to be performed by any specific trade.
- 6.10 All Work performed for Contractor by a Subcontractor will be pursuant to an appropriate agreement between Contractor and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Project Manager and contains waiver provisions as required by paragraph 5.10. Contractor shall pay each Subcontractor a just share of any insurance moneys received by Contractor on account of losses under policies issued pursuant to paragraphs 5.6 through 5.8.

### Patent Fees and Royalties:

- 6.11 Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of Owner or Project Manager its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents. Contractor shall indemnify and hold harmless Owner and Project Manager and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorneys' fees) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights.

**Permits:**

6.12 Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. However, Owner shall apply, pay for and receive the Plan Check for the Building Permit and shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of opening of Bids. Contractor shall pay all charges of utility service companies for connections to the Work, and the Owner shall pay all charges of such companies for capital costs related thereto.

**Laws and Regulations:**

6.13 Contractor shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If Contractor observes that the Specifications or Drawings are at variance therewith, Contractor shall give Project Manager prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate Modification. If Contractor performs any Work knowing or having reason to know that it is contrary to such laws, ordinances, rules and regulations, and without such notice to Project Manager, Contractor shall bear all cost arising therefrom; however, it shall not be Contractor's primary responsibility to make certain that the Specifications and Drawings are in accordance with such laws, ordinances, rules and regulations.

**Taxes:**

6.14 Contractor shall pay all sales, consumer, use and other similar taxes required to be paid by him in accordance with the law of the place of the Project.

**Use of Premises:**

6.15 Contractor shall confine construction equipment, the storage of materials and equipment and the operations of workmen to areas permitted by law, ordinances, permits or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment.

6.16 During the progress of the work, Contractor shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work Contractor shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by Owner. Contractor shall restore to their original condition those portions of the site not designated for alteration by the Contract Documents.

6.17 Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

**Safety and Protection:**

6.18 Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

6.18.1 all employees on the Work and other persons who may be affected thereby,

6.18.2 all the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and

6.18.3 other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of and public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and utilities when prosecution of the Work may affect them. All damage, injury or loss to any property referred to in paragraph 6.18.1 or 6.18.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Project Manager or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor). Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and Project Manager has issued a notice to Owner and Contractor in accordance with paragraph 14.1b that the Work is acceptable.

6.19 Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by Contractor to Owner.

### Emergencies:

- 6.20 In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, Contractor, without special instruction or authorization from Project Manager or Owner, is obligated to act to prevent threatened damage, injury or loss. Contractor shall give Project Manager prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby.

### Shop Drawings and Samples:

- 6.21 After checking and verifying all field measurements, Contractor shall submit to Project Manager for review and approval, in accordance with the accepted schedule of Shop Drawings submissions (see paragraph 2.7), five copies (unless otherwise specified in the General Requirements) of all Shop Drawings, which shall have been checked by and stamped with the approval of Contractor and identified as Project Manager may require. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction and like information to enable Project Manager to review the information as required.
- 6.22 Contractor shall also submit to Project Manager for review and approval with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and stamped with the approval of Contractor, identified clearly as to material, manufacturer, any pertinent catalog numbers and the use for which intended.
- 6.23 At the time of each submission, Contractor shall in writing call Project Manager's attention to any deviations that the Shop Drawings or samples may have from the requirements of the Contract Documents.
- 6.24 Project Manager or Architect/Engineer will review and approve with reasonable promptness Shop Drawings and samples, but that review and approval shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, sequences, techniques or procedures or construction or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. Contractor shall make any corrections required by Project Manager and shall return the required number of corrected copies of Shop Drawings and resubmit new samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Project Manager on previous submittals. Contractor's stamp of approval on any Shop Drawing or sample shall constitute a representation to Owner and Project Manager that Contractor has either determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers, and similar data or assumes full responsibility for doing so, and that Contractor has reviewed or coordinated each Shop Drawing or sample with the requirements of the Work and the Contract Documents.

- 6.25 Where a Shop Drawing or sample is required by the Specifications, no related Work shall be commenced until the submittal has been reviewed and approved by Project Manager or Architect/Engineer.
- 6.26 Project Manager or Architect/Engineer's review and approval of Shop Drawings or samples shall not relieve Contractor from responsibility for any deviations from the Contract Documents unless Contractor has in writing called Project Manager's attention to such deviation at the time of submission and Project Manager or Architect/Engineer has given written concurrence and approval to the specific deviation, nor shall any concurrence or approval by Project Manager or Architect/Engineer relieve Contractor from responsibility for errors or omissions in the Shop Drawings.

**Continuing the Work:**

- 6.27 Contractor shall carry on the Work and maintain the progress schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as Contractor and Owner may otherwise agree in writing.

**Indemnification:**

- 6.28 To the fullest extent permitted by law, Contractor shall indemnify and hold harmless Owner and Project Manager and their agents and employees from and against all claims, damages, losses and expenses including but not limited to attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.
- 6.29 In any and all claims against Owner or Project Manager or any of their agents or employees by any employee of Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.28 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.
- 6.30 The obligations of Contractor under paragraph 6.28 shall not extend to the liability of the Project Manager or Architect/Engineer, his agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications.

## ARTICLE 7 WORK BY OTHERS

- 7.1 Owner may perform additional work related to the Project by himself, or have additional work performed by utility service companies, or let other direct contracts therefor which shall contain General Conditions similar to these. Contractor shall afford the utility service companies and the other contractors who are parties to such direct contracts (or Owner, if Owner is performing the additional work with Owner's employees) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate his Work with theirs.
- 7.2 If any part of Contractor's Work depends for proper execution or results upon the work of any such other contractor or utility service company (or Owner), Contractor shall inspect and promptly report to Project Manager in writing any patent or apparent defects or deficiencies in such work that render it unsuitable for such proper execution and results. Contractor's failure so to report shall constitute an acceptance of the other work as fit and proper for integration with Contractor's Work except for latent or nonapparent defects and deficiencies in the other work.
- 7.3 Contractor shall do all cutting, fitting and patching of his Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of Project Manager and the others whose work will be affected.
- 7.4 If the performance of additional work by other contractors or utility service companies or Owner was not noted in the Contract Documents, written notice thereof shall be given to Contractor prior to starting any such additional work. If Contractor believes that the performance of such additional work by Owner or others involves additional expense to Contractor or requires an extension of the Contract Time, Contractor may make a claim therefor as provided in Articles 11 and 12.

## ARTICLE 8 OWNER'S RESPONSIBILITIES

- 8.1 Owner shall issue all communications to Contractor through Project Manager.
- 8.2 In case of termination of the employment of Project Manager, Owner shall appoint a Project Manager against whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Project Manager. Any dispute in connection with such appointment shall be subject to arbitration.
- 8.3 Owner shall furnish the data required of Owner under the Contract Documents promptly and shall make payments to Contractor promptly after they are due as provided in paragraphs 14.4 and 14.15.

- 8.4 Owner's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1 and 4.4. Paragraph 4.2 refers to Owner's identifying and making available to Contractor copies of reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting performance of the Work which have been relied upon by Project Manager in preparing the Drawings and Specifications.
- 8.5 Owner's responsibilities in respect of purchasing and maintaining liability and property insurance are set forth in paragraphs 5.5 through 5.7.
- 8.6 In connection with Owner's rights to request changes in the Work in accordance with Article 10, Owner (especially in certain instances as provided in paragraph 10.4) is obligated to execute Change Orders.
- 8.7 Owner's responsibility in respect of certain inspections, tests and approvals is set forth in paragraph 13.4.
- 8.8 In connection with Owner's right to stop Work or suspend Work, see paragraphs 13.10 and 15.1. Paragraph 15.2 deals with Owner's right to terminate services of Contractor under certain circumstances.

#### ARTICLE 9 PROJECT MANAGER'S STATUS DURING CONSTRUCTION

##### Owner's Representative:

- 9.1 Project Manager will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Project Manager as Owner's representative during construction are set forth in the Contract Documents and shall not be extended without written consent of Owner and Project Manager.

##### Visits to Site:

- 9.2 Project Manager will make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. Project Manager will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. Project Manager's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform to the Contract Documents. On the basis of such visits and on-site observations as an experienced and qualified design professional, Project Manager will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defects and deficiencies in the Work.

#### Clarifications and Interpretations:

- 9.3 Project Manager will issue with reasonable promptness such written clarifications or interpretations of the Contract Documents (in the form of Drawings or otherwise) as Project Manager may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If Contractor believes that a written clarification or interpretation justifies an increase in the Contract Price or Contract Time, Contractor may make a claim therefor as provided in Article 11 or Article 12.

#### Rejecting Defective Work:

- 9.4 Project Manager will have authority to disapprove or reject Work which is defective, and will also have authority to require special inspection or testing of the Work as provided in paragraph 13.9, whether or not the Work is fabricated, installed or completed.

#### Shop Drawings, Change Orders and Payments:

- 9.5 In connection with Project Manager's responsibility for Shop Drawings and samples, see paragraphs 6.21 through 6.26 inclusive.
- 9.6 In connection with Project Manager's responsibilities as to Change Orders, see Articles 10, 11 and 12.
- 9.7 In connection with Project Manager's responsibilities in respect of Applications for Payment, etc., see Article 14.

#### Decisions on Disagreements:

- 9.8 Project Manager will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work shall be referred initially to Project Manager in writing with a request for a formal decision in accordance with this paragraph, which Project Manager will render in writing within a reasonable time. Written notice of each such claim, dispute and other matter shall be delivered by the claimant to Project Manager and the other party to the Agreement within fifteen days of the occurrence of the event giving rise thereto, and written supporting data will be submitted to Project Manager and the other party within forty-five days of such occurrence unless Project Manager allows an additional period of time to ascertain more accurate data. In his capacity as interpreter and judge Project Manager will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.
- 9.9 The rendering of a decision by Project Manager pursuant to paragraph 9.8 with respect to any such claim, dispute or other matter (except any which

have been waived by the making or acceptance of final payment as provided in paragraph 14.18) will be a condition precedent to any exercise by Owner or Contractor of such rights or remedies as either may otherwise have under the Contract Documents or at law in respect of any such claim, dispute or other matter.

#### **Limitations on Project Manager's Responsibilities:**

- 9.10 Neither Project Manager's authority to act under this Article 9 or elsewhere in the Contract Documents nor any decision made by Project Manager in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of Project Manager to Contractor, and Subcontractor, any manufacturer, fabricator, supplier or distributor, or any of their agents or employees or any other person performing any of the Work.
- 9.11 Whenever in the Contract Documents the terms "as ordered," "as directed," "as required," "as allowed" or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper" or "satisfactory" or adjectives of like effect or import are used, to describe requirement, direction, review or judgment of Project Manager as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective never indicates that Project Manager shall have authority to undertake responsibility contrary to the provisions of paragraphs 9.12 or 9.13.
- 9.12 Project Manager will not be responsible for Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and Project Manager will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- 9.13 Project Manager will not be responsible for the acts or omissions of Contractor or of any Subcontractors, or of the agents or employees of any Contractor or Subcontractor, or of any other persons at the site or otherwise performing any of the Work.

#### **ARTICLE 10 CHANGES IN THE WORK**

- 10.1 Without invalidating the Agreement, Owner may, at any time or from time-to-time, order additions, deletions or revisions in the Work; these will be authorized by Change Orders. Upon receipt of a Change Order, Contractor shall proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 11 or Article 12 on the basis of a claim made by either party.

- 10.2 Project Manager may authorize minor changes in the Work not involving an adjustment in the Contract Price or the Contract Time, which are consistent with the overall intent of the Contract Documents. This may be accomplished by a Field Order and shall be binding on Owner, and also on Contractor who shall perform the change promptly. If Contractor believes that a Field Order justifies an increase in the Contract Price or Contract Time, Contractor may make a claim therefor as provided in Article 11 or Article 12.
- 10.3 Additional Work performed without authorization of a Change Order will not entitle Contractor to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency as provided in paragraph 6.20 and except as provided in paragraphs 10.2 and 13.9.
- 10.4 Owner shall execute appropriate Change Orders prepared by Project Manager covering changes in the Work which are required by Owner, or required because of unforeseen physical conditions or emergencies, or because of uncovering Work found not to be defective, or as provided in paragraphs 11.9 or 11.10, or because of any other claim of Contractor for a change in the Contract Time or the Contract Price which is recommended by Project Manager.
- 10.5 If notice of any change affecting the general scope of the Work or change in the Contract Price is required by the provisions of any Bond to be given to the Surety, it will be Contractor's responsibility to so notify the Surety, and the amount of each applicable Bond shall be adjusted accordingly. Contractor shall furnish proof of such adjustment to Owner.

#### ARTICLE 11 CHANGE OF CONTRACT PRICE

- 11.1 The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at his expense without change in the Contract Price.
- 11.2 The Contract Price may only be changed by a Change Order. Any claim for an increase in the Contract Price shall be based on written notice delivered to Owner and Project Manager within fifteen days of the occurrence of the event giving rise to the claim. Notice of the amount of the claim with supporting data shall be delivered within forty-five days of such occurrence unless Project Manager allows an additional period of time to ascertain accurate cost data. All claims for adjustment in the Contract Price shall be determined by Project Manager if Owner and Contractor cannot otherwise agree on the amount involved. Any change in the Contract Price resulting from any such claim shall be incorporated in a Change Order.
- 11.3 The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

11.3.1 Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved (subject to the provision of paragraph 11.9).

11.3.2 By mutual acceptance of a lump sum.

#### Cost of the Work:

11.4 The term Cost of the Work means the sum of all costs necessarily incurred and paid by Contractor in the proper performance of the Work. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 11.5.

11.4.1 Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' or workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing Work after regular working hours, on Sunday or legal holidays, shall be included in the above to the extent authorized by Owner.

11.4.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to Owner and Contractor shall make provisions so that they may be obtained.

11.4.3 Payments made by Contractor to the Subcontractors for Work performed by Subcontractors.

11.4.4 Costs of special consultant (including, but not limited to, engineers, architects, testing laboratories, surveyors, lawyers and accountants) employed for services specifically related to the Work.

11.4.5 Supplemental costs including the following:

- 11.4.5.1 The proportion of necessary transportation, travel and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
- 11.4.5.2 Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workmen, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of Contractor.
- 11.4.5.3 Rentals of all construction equipment and machinery and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Project Manager, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof - all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.
- 11.4.5.4 Sales, use or similar taxes related to the Work, and for which Contractor is liable, imposed by any governmental authority.
- 11.4.5.5. Deposits lost for causes other than Contractor's negligence, royalty payments and fees for permits and licenses.
- 11.4.5.6 Losses and damages (and related expenses), not compensated by insurance or otherwise, to the Work or otherwise sustained by Contractor in connection with the execution of the Work, provided they have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages and expenses shall be included in the cost of the Work for the purpose of determining Contractor's Fee. If, however, any such loss or damage requires reconstruction and Contractor is placed in charge thereof, Contractor shall be paid for services a fee proportionate to that stated in paragraph 11.6.2.
- 11.4.5.7 The cost of utilities, fuel and sanitary facilities at the site.
- 11.4.5.8 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site,

expressage and similar petty cash items in connection with the Work.

11.4.5.9 Cost of premiums for additional Bonds and insurance required because of changes in the Work.

11.5 The term Cost of the Work shall not include any of the following:

- 11.5.1 Payroll costs and other compensation of Contractor's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by Contractor whether at the site or in his principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in subparagraph 11.4.1 - all of which are to be considered administrative costs covered by the Contractor's Fee.
- 11.5.2 Expenses of Contractor's principal and branch offices other than Contractor's office at the site.
- 11.5.3 Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 11.5.4 Cost of premiums for all Bonds and for all insurance whether or not Contractor is required by the Contract Documents to purchase and maintain the same (except for additional Bonds and insurance required because of changes in the Work).
- 11.5.5 Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective work, disposal of materials or equipment wrongly supplied and making good any damage to property.
- 11.5.6 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.4.

**Contractor's Fee:**

- 11.6 The Contractor's Fee allowed to Contractor for overhead and profit shall be determined as follows:
  - 11.6.1 a mutually acceptable fixed fee; or if none can be agreed upon,
  - 11.6.2 a fee based on the following percentages of the various portions of the Cost of Work:

11.6.2.1 for costs incurred under paragraphs 11.4.1 and 11.4.2, the Contractor's Fee shall be ten percent,

11.6.2.2 for costs incurred under paragraph 11.4.3, the Contractor's Fee shall be five percent; and if a sub-contract is on the basis of Cost of the Work plus a Fee, the maximum allowable to the Subcontractor as a fee for overhead and profit shall be ten percent, and

11.6.2.3 no fee shall be payable on the basis of costs itemized under paragraphs 11.4.4, 11.4.5 and 11.5.

11.7 The amount of credit to be allowed by Contractor to Owner for any such change which results in a net decrease in cost, will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any.

#### Adjustment of Unit Prices:

11.8 Whenever the cost of any Work is to be determined pursuant to paragraphs 11.4 and 11.5, Contractor will submit in form acceptable to Project Manager an itemized cost breakdown together with supporting data.

11.9 Where the quantity of Work with respect to any item that is covered by a unit price differs materially and significantly from the quantity of such Work indicated in the Contract Documents, an appropriate Change Order shall be issued on recommendation of Project Manager to adjust the unit price.

#### Cash Allowances:

11.10 It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be done by such Subcontractors, manufacturers, fabricators, suppliers or distributors and for such sums within the limit of the allowances as may be acceptable to Project Manager. Upon final payment, the Contract Price includes such sums as Contractor deems proper for costs and profit on account of cash allowances. No demand for additional cost or profit in connection therewith will be valid.

#### ARTICLE 12 CHANGE OF CONTRACT TIME

12.1 The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to Owner and Project Manager within fifteen days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five days of such occurrence unless Project Manager allows an additional period of time to

ascertain more accurate data. All claims for adjustment in the Contract Time shall be determined by Project Manager if Owner and Contractor cannot otherwise agree. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

12.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control Contractor if a claim is made therefor as provided in paragraph 12.1. Such delays shall include, but not be limited to, acts or neglect by Owner or others performing additional work as contemplated by Article 7, or to fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.

12.3 All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of this Article 12 shall not exclude recovery for damages (including compensation for additional professional services) for delay by either party.

#### Liquidated Damages:

12.4 Since it is not practical to ascertain the actual monetary value of damage sustained by the Owner, due to noncompletion of the Work within the stipulated calendar days it is hereby stipulated and agreed to by the Owner and the Contractor, that the Contractor shall pay to Owner, as liquidated damages, or as the Owner may elect, deduct from the Contract Sum, such amounts for each calendar day as here below shown.

#### Schedule of Liquidated Damages:

	<u>Contract - Sum Bid</u>	<u>Per-Diem Damage</u>
a.	Less than \$25,000	\$ 100.00
b.	\$25,000 to \$70,000	150.00
c.	\$70,000 to \$130,000	200.00
d.	\$130,000 to \$250,000	300.00
e.	\$250,000 to \$500,000	500.00
f.	\$500,000 to \$900,000	750.00
g.	\$900,000 and Up	1,000.00

12.5 Permission granted the Contractor to continue completing the Work, in the event he exceeds the stipulated calendar days allowed for completion will not constitute a waiver on the rights of Owner for applicable liquidated damages thereof.

12.6 Payment of liquidated damages by the Contractor to Owner shall not release him from the obligations of the Contract Documents, nor shall such payments waive the Owner's right to collect any other damages which it sustains by action or inaction of the Contractor. It is to be understood that "liquidated damages" applies only to considerations where the Work is not completed in the stipulated time for construction and/or authorized extensions thereof.

- 12.7 Ordered suspension of Work or delays caused by errors, omissions or changes in scope of Work or in detail of Work, initiated by the Owner or Project Manager or the actions, inaction or neglect of each, shall constitute cause for extension of allowable construction time to the Contractor.
- 12.8 Shortage or inadequacy of labor or equipment will not be authorized as conditions beyond control of the Contractor and will not be allowable cause for extension of construction time.

**ARTICLE 13    WARRANTY AND GUARANTEE:    TESTS AND INSPECTIONS;    CORRECTION,  
REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK**

**Warranty and Guarantee:**

- 13.1 Contractor warrants and guarantees to Owner and Project Manager that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to Contractor. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this Article 13.

**Access to Work:**

- 13.2 Project Manager and Project Manager's representatives, other representatives of Owner, testing agencies and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspection and testing. Contractor shall provide proper and safe conditions for such access.

**Tests and Inspections:**

- 13.3 Contractor shall give Project Manager timely notice of readiness of the Work for all required inspections, tests or approvals.
- 13.4 If any law, ordinance, rule, regulation, code, or order of any public body having jurisdiction requires any Work (or part thereof) to specifically be inspected, tested or approved, Contractor shall assume full responsibility therefor, pay all costs in connection therewith and furnish Project Manager the required certificates of inspection, testing or approval. Contractor shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with Owner's or Project Manager's acceptance of a manufacturer, fabricator, supplier or distributor of materials or equipment proposed to be incorporated in the work, or of materials or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. The cost of all other inspections, tests and approvals required by the Contract Documents shall be paid by Owner (unless otherwise specified).
- 13.5 All inspections, tests or approvals other than those required by law, ordinance, rule, regulation, code or order of any public body having

jurisdiction shall be performed by organizations acceptable to Owner and Contractor (or by Project Manager if so specified).

- 13.6 If any Work that is to be inspected, tested or approved is covered without written concurrence of Project Manager, it must, if requested by Project Manager, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given Project Manager timely notice of Contractor's intention to cover such Work and Project Manager has not acted with reasonable promptness in response to such notice.
- 13.7 Neither observations by Project Manager nor inspections, tests or approvals by others shall relieve Contractor from his obligations to perform the work in accordance with the Contract Documents.

**Uncovering Work:**

- 13.8 If any Work is covered contrary to the written request of Project Manager, it must, if requested by Project Manager, be uncovered for Project Manager's observation and replaced at Contractor's expense.
- 13.9 If Project Manager considers it necessary or advisable that covered Work be observed by Project Manager or inspected or tested by others, Contractor, at Project Manager's request, shall uncover, expose or otherwise make available for observation, inspection or testing as Project Manager may require that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is not defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction if he makes a claim therefor as provided in Articles 11 and 12.

**Owner May Stop the Work:**

- 13.10 If the Work is defective, or Contractor fails to supply sufficient skilled workmen or suitable materials or equipment, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor or any other party.

**Correction or Removal of Defective Work:**

- 13.11 If required by Project Manager, Contractor shall promptly, without cost to Owner and as specified by Project Manager, either correct any defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by Project Manager, remove it from the site and replace it with nondefective Work.

### **One Year Correction Period:**

13.12 If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, either correct such defective Work, or, if it has been rejected by Owner, remove it from the site and replace it with nondefective Work. If Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by Contractor.

### **Acceptance of Defective Work:**

13.13 If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Project Manager's recommendation of final payment, also Project Manager) prefers to accept it, Owner may do so. In such case, if acceptance occurs prior to Project Manager's recommendation of final payment, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including appropriate reduction in the Contract Price; or, if the acceptance occurs after such recommendation, an appropriate amount shall be paid by Contractor to Owner.

### **Owner May Correct Defective Work:**

13.14 If Contractor fails within a reasonable time after written notice of Project Manager to proceed to correct and to correct defective Work or to remove and replace rejected Work as required by Project Manager in accordance with paragraph 13.11, or if Contractor fails to perform the Work in accordance with the Contract Documents (including any requirements of the progress schedule), Owner may, after seven days written notice to Contractor, correct and remedy any such deficiency. In exercising his rights under this paragraph Owner shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, Owner may exclude Contractor from all or part of the site, take possession of all or part of the Work, and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the site and incorporate in the work all materials and equipment stored at the site and incorporate in the Work all materials and equipment stored at the site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees such access to the site as may be necessary to enable Owner to exercise his rights under this paragraph. All direct and indirect costs of Owner in exercising such rights shall be charged against Contractor in an amount verified by Project Manager, and a

Change Order shall be issued incorporating the necessary revisions in the Contract Documents and a reduction in the Contract Price. Such direct and indirect costs shall include, in particular but without limitation, compensation for additional professional services required and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of Contractor's defective work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the work attributable to the exercise by Owner of Owner's rights hereunder.

## **ARTICLE 14      PAYMENTS TO CONTRACTOR AND SUBCONTRACTOR AND COMPLETION**

### **Schedules:**

14.1 At least ten days prior to submitting the first Application for a progress payment, Contractor shall (except as otherwise specified in the General Requirements) submit to Project Manager a construction schedule, a final schedule of Shop Drawing submission and where applicable a schedule of values of the Work. These schedules shall be satisfactory in form and substance to Project Manager. The schedule of values shall include quantities and unit prices aggregating the Contract Price, and shall subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Upon acceptance of the schedule of values by Project Manager, it shall be incorporated into the American Institute of Architects standard forms AIA Document G702 and G703, "Application and Certificate for Payment."

### **Application for Progress Payment:**

14.2 At least ten days before each progress payment falls due (but not more often than once a month), Contractor shall submit to Project Manager for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents and also as Project Manager may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by such data, satisfactory to Owner, as will establish Owner's title to the material and equipment and protect Owner's interest therein, including applicable insurance. The amount of retainage with respect to progress payments will be five (5) percent.

### **Contractor's Warranty of Title:**

14.3 Contractor warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner at the time of payment free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens").

#### Review of Applications for Progress Payment:

- 14.4 Project Manager will, within ten days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Project Manager's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

#### Payment to Subcontractors:

- 14.5 The Contractor shall pay each Subcontractor, following receipt of payment from Owner, an amount equal to the percentage of completion of the Work allowed to the Contractor, on account of such Subcontractor's Work, less the standard retainage percentage and any legitimate deduction for faulty or unacceptable Work of that Subcontractor or any of his affiliates or subcontractors.

If the Project Manager fails to issue a Certificate for Payment for any cause, which is attributable to deficiency of the Contractor, and is not the fault of a particular Subcontractor, the Contractor shall pay that Subcontractor on demand, made at any time after a Certificate of Payment should otherwise have been issued, for his Work, to the extent completed, less appropriate retainages.

- 14.6 The Project Manager and the Owner may, upon request and at their discretion, furnish to any Subcontractor, supplier or subsubcontractor, if practical, information regarding percentages of completion certified and approved to the Contractor on account of work done by that Subcontractor.
- 14.7 Neither the Owner nor the Project Manager shall have any obligation to directly pay or see to the payments of, any money to the Subcontractors.
- 14.8 Project Manager's recommendation of final payment will constitute an additional representation by Project Manager to Owner that the conditions precedent to Contractor's being entitled to final payment as set forth in paragraph 14.15 have been fulfilled.
- 14.9 Project Manager may refuse to recommend the whole or any part of any payment if, in his opinion, it would be incorrect to make such representations to Owner. He may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended to such extent as may be necessary in Project Manager's opinion to protect Owner from loss because:
- 14.9.1 the Work is defective, or completed Work has been damaged requiring correction or replacement,
- 14.9.2 written claims have been made against Owner or Liens have been filed in connection with the Work,

- 14.9.3 the Contract Price has been reduced because of Modifications,
- 14.9.4 Owner has been required to correct defective Work or complete the work in accordance with paragraph 13.14,
- 14.9.5 of Contractor's unsatisfactory prosecution of the Work in accordance with the Contract Documents, or
- 14.9.6 Contractor's failure to make payment to Subcontractors, or for labor, materials or equipment.

**Substantial Completion:**

- 14.10 When Contractor considers the entire Work ready for its intended use Contractor shall, in writing to Owner and Project Manager, certify that the entire Work is substantially complete and request that Project Manager issue a certificate of Substantial Completion. Within a reasonable time thereafter, Owner, Contractor and Project Manager shall make an inspection of the Work to determine the status of completion. If Project Manager does not consider the Work substantially complete, Project Manager will notify Contractor in writing giving his reasons therefor. If Project Manager considers the Work substantially complete, Project Manager will prepare and deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which he may make written objection to Project Manager as to any provisions of the certificate or attached list. If, after considering such objections, Project Manager concludes that the Work is not substantially complete, Project Manager will within fourteen days after submission of the tentative certificate to Owner notify Contractor in writing, stating his reasons therefor. If, after consideration of Owner's objections, Project Manager considers the work substantially complete, Project Manager will within said fourteen days execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as he believes justified after consideration of any objections from Owner.
- 14.11 Owner shall have the right to exclude Contractor from the Work after the date of Substantial Completion, but Owner shall allow Contractor reasonable access to complete or correct items on the tentative list.

**Partial Utilization:**

- 14.12 Use by Owner of completed portions of the Work may be accomplished prior to Substantial Completion of all the Work subject to the following:
  - 14.12.1 Owner at any time may request Contractor in writing to permit Owner to use any part of the Work which Owner believes to be

substantially complete and which may be so used without significant interference with construction of the other parts of the Work. If Contractor agrees, Contractor will certify to Owner and Project Manager that said part of the Work is substantially complete and request Project Manager to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time thereafter Owner, Contractor and Project Manager shall make an inspection of that part of the Work to determine its status of completion. If Project Manager does not consider that part of the Work to be substantially complete, Project Manager will notify Owner and Contractor in writing giving his reasons therefor. If Project Manager considers that part of the Work to be substantially complete, Project Manager will execute and deliver to Owner and Contractor a certificate to that effect, fixing the date of Substantial Completion as to that part of the Work, attaching thereto a tentative list of items to be completed or corrected before final payment. Owner shall have the right to exclude Contractor from any part of the Work which Project Manager has so certified to be substantially complete, but Owner shall allow Contractor reasonable access to complete or correct items on the tentative list.

14.12.2 In lieu of the issuance of a certificate of Substantial Completion as to part of the Work, Owner may take over operation of a facility constituting part of the Work whether or not it is substantially complete if such facility is functionally and separately useable; provided that prior to any such takeover, Owner and Contractor have agreed as to the division of responsibilities between Owner and Contractor for security, operation, safety, maintenance, correction period, heat, utilities and insurance with respect to such facility.

14.12.3 No occupancy of part of the Work or taking over of operations of a facility will be accomplished prior to compliance with the requirements of paragraph 5.14 in respect of property insurance.

**Final Inspection:**

14.13 Upon written notice from Contractor that the Work is complete, Project Manager will make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to remedy such deficiencies.

**Final Application for Payment:**

14.14 After Contractor has completed all such corrections to the satisfaction of Project Manager and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents and other documents - all as required by the Contract Documents

- and after Project Manager has indicated that the Work is acceptable (subject to the provisions of paragraph 14.18), Contractor may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents and such other data and schedules as Project Manager may reasonably require, together with complete and legally effective releases or waivers (satisfactory to Owner) of all Liens arising out of or filed in connection with the Work. In lieu thereof and as approved by Owner, Contractor may furnish receipts or releases in full; an affidavit of Contractor that the releases and receipts include all labor, services, material and equipment for which a Lien could have been filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner or his property might in any way be responsible, have been paid or otherwise satisfied; and consent of the Surety, if any, to final payment. If any Subcontractor, manufacturer, fabricator, supplier or distributor fails to furnish a release or receipt in full, Contractor may furnish a Bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

#### Final Payment and Acceptance:

- 14.15 If Project Manager is satisfied that the Work has been completed and Contractor has fulfilled all of his obligations under the Contract Documents, Project Manager will, within ten days after the receipt of the final Application for Payment, indicate in writing his recommendation of payment and present the Application to Owner for payment. Thereupon, Project Manager will give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of paragraph 14.18. Otherwise, Project Manager will return the Application to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application. If the Application and accompanying documentation are appropriate as to form and substance, Owner shall pay Contractor the amount recommended by Project Manager.
- 14.16 If, through no fault of Contractor, final completion of the Work is significantly delayed thereof and if Project Manager so confirms, Owner shall, upon receipt of Contractor's final Application for Payment and recommendation of Project Manager, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or Corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.1, the written consent of the Surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Project Manager with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

### Contractor's Continuing Obligation:

14.17 Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by Project Manager, nor the issuance of a certificate of Substantial Completion, nor any payment by Owner to Contractor under the Contract Documents, nor any use or occupancy of the Work or any part thereof by Owner, nor any act of acceptance by Owner nor any failure to do so, nor the issuance of a notice of acceptability by Project Manager pursuant to paragraph 14.15, nor any correction of defective Work by Owner shall constitute an acceptance of Work not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents.

### Waiver of Claims:

14.18 The making and acceptance of final payment shall constitute:

14.18.1 a waiver of all claims by Owner against Contractor, except claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.13 or from failure to comply with the Contract Documents or the terms of any special guarantees specified therein; however, it shall not constitute a waiver by Owner of any rights in respect of Contractor's continuing obligations under the Contract Documents; and

14.18.2 a waiver of all claims by Contractor against Owner other than those previously made in writing and still unsettled.

## ARTICLE 15      SUSPENSION OF WORK AND TERMINATION

### Owner May Suspend Work:

15.1 Owner may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to Contractor and Project Manager which shall fix the date on which the Work shall be resumed. Contractor shall resume the Work on the date so fixed. Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if he makes a claim therefor as provided in Articles 11 and 12.

### Owner May Terminate:

15.2 Upon the occurrence of any one or more of the following events:

15.2.1 if Contractor is adjudged a bankrupt or insolvent,

15.2.2 if Contractor makes a general assignment for the benefit of creditors,

- 15.2.3 if a trustee or receiver is appointed for Contractor or for any of Contractor's property,
- 15.2.4 if Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws,
- 15.2.5 if Contractor repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment,
- 15.2.6 if Contractor repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment,
- 15.2.7 if Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction,
- 15.2.8 if Contractor otherwise violates in any substantial way any provisions of the Contract Documents,

Owner may after giving Contractor and his Surety seven days written notice, terminate the services of Contractor, exclude Contractor from the site and take possession of the Work and of all Contractor's tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which Owner has paid Contractor but which are stored elsewhere, and finish the Work as Owner may deem expedient. In such case Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the work, including compensation for additional professional services, such excess shall be paid to Contractor. If such costs exceed such unpaid balance, Contractor shall pay the difference to Owner. Such costs incurred by Owner shall be verified by Project Manager and incorporated in a Change Order, but in finishing the Work Owner shall not be required to obtain the lowest figure for the Work performed.

- 15.3 Where Contractor's services have been so terminated by Owner, the termination shall not affect any rights of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.
- 15.4 Upon seven days written notice to Contractor and Project Manager, Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Agreement. In such case, Contractor shall be paid for all Work executed and any expense sustained plus reasonable termination expenses.

**Contractor May Stop Work or Terminate:**

- 15.5 If, through no act or fault of Contractor, the Work is suspended for a period of more than ninety days by Owner or under an order of court or

other public authority, or Project Manager fails to act on any Application for Payment within thirty days after it is submitted, then Contractor may, upon seven days written notice to Owner and Project Manager, terminate the Agreement and recover from Owner payment for all Work executed and any expense sustained plus reasonable termination expenses. In addition and in lieu of terminating the Agreement, if Project Manager has failed to act on an Application for Payment as aforesaid, Contractor may upon seven days notice to Owner and Project Manager stop the Work until payment of all amounts then due. The provisions of this paragraph shall not relieve Contractor of his obligations under paragraph 6.27 to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with Owner.

## ARTICLE 16     **ARBITRATION**

- 16.1 All claims, disputes and other matters in question arising out of this Contract Work, or breach thereof, except claims which have been waived by the making of or acceptance of Final Payment, under paragraphs 14.15, 14.16, and 14.18, shall be decided by arbitration in accordance with the Construction Arbitration Rules stipulated by the most current statutes of the State of Oregon unless the parties mutually agree otherwise. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration statutes applicable to the circumstance. The award rendered by the arbitrations shall be final, and judgment may be entered upon it in accordance with the law in any court having jurisdiction in the State of Oregon.
- 16.2 Notice of the demand for arbitration shall be filed in writing with the other party to the Contract and with the Arbitration Board authority of the State of Oregon, prevailing, and a copy shall be filed with the Project Manager of the Work. The demand shall not be executed until:
- 16.2.1 the date of receipt of the Project Manager's written decision or
- 16.2.2 the tenth (10) day after the parties have presented evidence to the Project Manager, if the Project Manager provides no decision, unless other specific stipulations occur in the Contract Documents. In no case will a claim be filed or initiated, as above, after the date when initiation of legal or equitable proceedings, based on such a claim, dispute or other matter pertinent, would be barred by applicable Oregon State Statute.
- 16.3 The existence of a claim for arbitration will not be cause for cessation of the Work by the Contractor. The Contractor shall continue to execute the Work and maintain progress schedules during any arbitration proceedings, unless otherwise directed, or agreed by himself and the Owner in writing.

**ARTICLE 17 MISCELLANEOUS**

**Giving Notice:**

17.1 Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

**Computation of Time:**

17.2 When any period of time is referred to in the Contract Documents by days, it shall be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation.

**General:**

17.3 Should Owner or Contractor suffer injury or damage to his person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

**Air, Water and Noise Pollution:**

17.4 The Contractor is instructed that he and all subordinates and Subcontractors will be required to comply with all applicable Oregon Statutes and regulations relating to air, water, and noise pollution.

PJ/bb  
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## PART 1 - GENERAL

## 1.1 WORK COVERED BY CONTRACT DOCUMENTS:

- A. The Work of the Contract consists of the following, as indicated on the drawings and specifications herein:
1. Removal of existing handrails, ladders, lifeguard stands, chainlink fences & other improvements as noted.
  2. Manufacture new steel handrails.
  3. Install and paint new steel handrails.
  4. Install chainlink fence.
  5. Epoxy grout concrete joints.
  6. Install concrete ramps and walk.

## 1.2 CONTRACTS:

- A. Construct the Work under a Single, Fixed-price Contract, furnished by Owner.

## 1.3 WORK SEQUENCE:

- A. Construct Work in stages to accommodate Owner and public use to the premises during the construction period. Coordinate the construction schedule and operations with Project Manager.
- B. All Work shall be completed within 45 calendar days from the date that Notice to Proceed is given by the Owner.

## 1.4 CONTRACTOR USE OF PREMISES:

- A. Contract shall limit his use of the premises for Work and for storage, to allow for:
1. Work by other Contractors.
  2. Multnomah County occupancy.
  3. Public use.
- B. Coordinate use of premises under direction of Project Manager.
- C. Assume full responsibility for the protection and safekeeping of Products under this Contract, stored on the Site.
- D. Move any stored Products, under Contractor's control, which interfere with operations of Owner or separate contractor.
- E. Obtain and pay for the use of additional storage or Work areas needed for operations.
- F. Building occupants can only tolerate a low level of noise. Any Work that will be excessively noisy must take place during other than normal business hours. Coordinate after-hour Work with Project Manager.

1.5 CONTINUED OCCUPANCY:

- A. Owner and public will occupy the premises during the entire period of construction for the Owner's normal operations. Cooperate with Project Manager in all construction operations to minimize conflict, and to facilitate Owner and public usage.
- B. Contractor shall at all times conduct his operations as to insure the least inconvenience to the general public.

1.6 PARTIAL OCCUPANCY:

- A. The Contractor shall schedule his operations for completion of portions of the Work, as designated, for Owner occupancy prior to Substantial Completion of the entire Work.
- B. Designated areas and mandatory dates:
- C. Execute Certificate of Substantial Completion for each specific Portion of the Work prior to Owner occupancy.
- D. After Owner occupancy, Contractor shall provide:
  - 1. Access for Owner personnel and public.
  - 2. Operation of permanent HVAC, electrical systems, water supply systems, waste water systems and required exits.
  - 3. Provide protection from service interruption and excessive noise or air pollution.
- E. Upon occupancy, Owner will provide custodial services, security, maintenance, and insurance on property.

1.7 OWNER-FURNISHED PRODUCTS:

- A. Products furnished and paid for by Owner, described in Specification Sections: NONE

C. Contractor's Responsibilities:

1. Designate delivery date for each Product in the Construction Schedule.
2. Review shop drawings, product data and samples. Submit to Project Manager with notification of any discrepancies or problems anticipated in the use of the Product.
3. Receive and unload Products at the site.
4. Promptly inspect Products jointly with Project Manager, record shortages, damaged or defective items.
5. Handle Products at the site, including uncrating and storage.
6. Protect Products from exposure to elements and from damage.
7. Assemble, install, connect, adjust and finish Products, as stipulated in the respective Section of Specifications.
8. Repair or replace items damaged by Contractor.

1.8 SAFETY AND HEALTH STANDARDS:

These construction documents and the Work contemplated are to be governed at all times by applicable provisions of the Federal Law(s), including but not limited to, the latest amendments of the following:

- A. Williams-Steiger Occupational Safety & Health Act of 1970, Public Law 91-596.
- B. Part 1910 - Occupational Safety and Health Standards, Chapter XVII of Title 29, Code of Federal Regulations.
- C. Part 1518 - Safety and Health Regulations for Construction, Chapter XIII of Title 29, Code of Federal Regulations.

# TECHNICAL SPECIFICATIONS

**DIVISION 1 - GENERAL REQUIREMENTS**

**SECTION 01020 GRADES, LINES AND LEVELS**

**PROJECT BL 8806**

**1.1 GENERAL**

- A. The contractor is to layout the work and provide normal construction horizontal control.
- B. Improvements are indicated on the Drawings.
- C. Properly lay out the work and provide lines and measurements for the work executed under the Contract Documents.
- D. Take necessary measurements as far in advance of required installations as possible. Verify measurements given on drawings.
- E. Report promptly to Owner's Representative variations or discrepancies. Verify incomplete or nonclosing dimensions with Owner's Representative.

END OF SECTION 01020

**PART 1 - GENERAL****1.1 STANDARD ABBREVIATIONS:**

A. Reference to technical institutions, associations and similar organizations is made in the specifications in accordance with the following abbreviations:

AWPA	American Wood Preservers Association
AAMA	Architectural Aluminum Manufacturer's Association
AASHO	American Association of State Highway Officials
ACI	American Concrete Institute
AGC	The Associated General Contractors of America, Inc.
AIA	American Institute of Architects
AISC	American Institute of Steel Construction
AITC	American Institute of Timber Construction
AMA	Acoustical Materials Association
ANSI	American National Standards Institute (Formerly USASI)
APA	American Plywood Association
ASA	American Standards Association
ASTM	American Society for Testing and Materials
AWI	Architectural Woodwork Institute
AWS	American Welding Society
CS	Commercial Standard of United States Department of Commerce
FGJA	Flat Glass Jobbers Association
MLA	Metal Lath Association
NFPA	National Fire Protection Association
NWMA	National Woodworking Manufacturers Association
UBC	Uniform Building Code of the International Conference of Building Officials
UL	Underwriters Laboratories, Inc.
WCLIB	West Coast Lumber Inspection Bureau
WWPA	Western Wood Products Association

1. Except where a specific date of issue is mentioned hereinafter, reference to specifications issued by the the above-named and other organizations shall mean the latest edition.

END OF SECTION 01070

PART 1 - GENERAL

**1.1 GENERAL REQUIREMENTS:**

- A. Description: Alternates indicated in Section 00100 BID FORM include changes in Work as described by the alternates listed in this Section.
- B. Corresponding Sections: See specification sections that correspond to Work in the Alternates for materials and installation requirements.
- C. Coordination: Coordinate related Work and modify surrounding Work as required to complete the Project under each Alternate designated by the Owner-Contractor Agreement.

**1.2 ALTERNATE NO. 1: DEMOLITION AND SALVAGE (DELETE)**

Delete all the demolition and salvage work as shown on sheet 2 and as specified.

## PART 1 - GENERAL

## 1.1 UNIT PRICES:

- A. Where unit prices are included in Section 00300 BID FORM, these prices will be used to determine price in change orders.
- B. Comply with Section 00900 GENERAL CONDITIONS for overhead and profit calculations on the Change Order Form.

## 1.2 APPLICATION FOR PAYMENT:

- A. Execute a copy of AIA Document G702, Application and Certificate for Payment, and AIA Document G703, Continuation Sheet.
- B. Include itemized statements of original sum, additions and deductions from Change Orders and Construction Change Authorizations, deductions for previous payments and sum remaining due.
- C. Obtain original sums from Schedule of Values, see Section 01300 SUBMITTALS.
- D. Submit three signed copies on a monthly basis to Project Manager who will review for approval and forward to the Facilities and Property Management Division Director of Multnomah County, 2505 S.E. 11th Avenue, Portland, Oregon 97202.

## 1.3 CHANGE ORDER PROCEDURES:

- A. Execute on a copy of AIA Document G701 Change Order.
- B. Complete accounting to obtain new Contract Sum and new Date of Completion.
- C. Submit five signed copies to Project Manager who will review and forward to the Facilities and Property Management Division Director of Multnomah County, 2505 S.E. 11th Avenue, Portland, Oregon 97202.
- D. Submit an itemized breakdown of labor and materials including overhead and profit with each Change Order. Submit copies of estimating sheets to the Project Manager upon request.

SECTION 01200 PROJECT MEETINGS

PART 3 - EXECUTION

3.1 ADMINISTRATION OF PROJECT MEETINGS:

- A. Project Manager will schedule meeting and confirm dates with parties involved.
- B. Project Manager will make physical arrangements for meetings and preside at meetings.

3.2 PRE-CONSTRUCTION MEETINGS:

- A. Schedule before Notice to Proceed.
- B. Attendance: Project Manager, Architect/Engineer, Architect/Engineer's consultants, Contractor, and major subcontractors.
- C. Minimum Agenda:
  - 1. Distribute and discuss list of subcontractors and tentative construction schedule.
  - 2. Discuss processing of field decisions, construction change authorizations and change orders.
  - 3. Discuss procedures for maintaining Project Record Documents.
  - 4. Discuss use of premises, including site, existing building, storage areas and security.
  - 5. Discuss deliveries, safety, parking, housekeeping and noise limitations.

3.3 PROGRESS MEETINGS:

- A. Frequency: Regular meetings every 30 days. Additional meetings as required.
- B. Attendance: Project Manager and/or Architect/Engineer, Architect/Engineer's consultants, Contractor, subcontractors affected by agenda.
- C. Minimum Agenda:
  - 1. Review progress since previous meeting.
  - 2. Discuss field observations, problems construction change authorizations and change orders.
  - 3. Review delivery schedules, construction schedule, and identify problems which impede scheduled progress.
  - 4. Review proposed changes.

SECTION 01300      SUBMITTALS

**PART 1 - GENERAL**

**1.1 DESCRIPTION:**

- A. Submit construction progress schedule, shop drawings, product data, samples, schedule of values, subcontractor list, and Performance and Payment Bonds as specified in this and other Sections.
- B. Related Documents:
  - 1. Construction Schedule Requirements: Paragraph 14.1 in Section 00900 GENERAL CONDITIONS.
  - 2. Shop Drawings, Product Data and Samples Requirements: Paragraphs 6.21 to 6.26 in Section 00900 GENERAL CONDITIONS.
  - 3. Schedule of Values Requirements: Paragraph 14.1 in Section 00900 GENERAL CONDITIONS.
  - 4. Subcontractor List Requirements: Section 00430 SUBCONTRACTOR LIST.

**1.2 CONSTRUCTION SCHEDULE:**

- A. Content: Show product and installation dates for major products. Show dates for enclosing interior space, mechanical system completion, substantial completion, final completion and Owner occupancy.
- B. Updating: Indicate progress of each activity, show revised completion dates. Provide listing of current and anticipated accelerations and delays. Describe proposed corrective action when required.

**1.3 SHOP DRAWINGS:**

- A. Submit shop drawings showing connections, details, dimensions, finishes and fasteners.
- B. Identify related shop drawings which will be submitted at a later date.

**1.4 PRODUCT DATA:**

- A. Submit manufacturer's catalog sheets, brochures, diagrams, schedules, performance charts, illustrations and other descriptive data on manufactured products and systems.

- B. Where the specific catalog number and manufacturer specified will be furnished, the Contractor may submit a statement of conformance with the Contract Documents in place of the product data.
- C. Submit the amount of product data for each product or system to obtain acceptable review.
- D. Identify data sheets with the section and paragraph numbers where the product or system is specified.
- E. Equipment and systems must meet performance data even when specified by manufacturer's name and catalog number.

1.5 OFFICE SAMPLES:

- A. Submit office samples of size and quantity specified or of sufficient size and quantity to clearly illustrate functional characteristics of product, material, or system with integrally related parts and attachment devices.
- B. Identify samples and show range of finishes where appropriate.

1.6 FIELD SAMPLES:

- A. Construct each sample complete, including work of all trades required in finished Work.
- B. After approval, where appropriate, field samples may be incorporated into the Project. When directed, remove field samples not incorporated into the Project.

1.7 SCHEDULE OF VALUES:

- A. Submit a Schedule of Values covering various parts of Work, including quantities aggregating the total sum of the Contract. This schedule will be the basis for the Contractor's Application for Payment.
- B. Upon request by Project Manager, support values given with data that will substantiate their correctness.

1.8 SUBCONTRACTOR LIST:

- A. Submit a complete list of subcontractors proposed to be used, with the name of the major product manufacturers indicated.
- B. Submit on form provided in Section 00430 SUBCONTRACTOR LIST.

1.9 CONTRACT SUBMITTALS:

- A. Performance Bond and Labor and Materials Payment Bond: Submit as provided in Subparagraph 5.1 in Section 00900 GENERAL CONDITIONS in the form provided in Section 00620 LABOR AND MATERIAL PAYMENT BOND.
- B. Bid Bond: Submit Bid Bond on form provided, see Section 00410 BID BOND.

**PART 3 - EXECUTION**

**3.1 CONTRACTOR'S SUBMITTAL:**

- A. Review submittals prior to submission and provide stamp of approval signed or initialed by Contractor, indicating the Contractor has inspected the submittals and certifying that they are complete, correct, in compliance with the Contract Documents and suitable for the Project.
- B. Submit to Project Manager when required by each Specification Section. Notify Project Manager in writing at time of submission of deviation in submittals from requirements of Contract Documents.

**3.2 PROJECT MANAGER'S REVIEW:**

- A. Project Manager will review submittals for design concept and conformance with the contract documents and return submittals requiring correcting with corrections noted thereon.
- B. Contractor's responsibility for deviations in submittals from requirements of Contract Documents is not relieved by Project Manager's review of submittals unless Project Manager gives written acceptance of specific deviations.

**3.3 SUBMITTAL PROCESS:**

- A. Corrections: Immediately incorporate all required corrections in the submittals and resubmit for further review, if required.
- B. Quantity of Required Submittals to Project Manager:
  - 1. Construction Progress Schedule, Shop Drawings, Product Data and Schedule of Values: Submit four opaque prints.
  - 2. Subcontractor List, Certificate of Insurance and Performance and Payment Bonds: Submit one copy with Bid or Contract as required.
  - 3. Office and Field Samples: See Section covering specific product, material or system for size and quantity required.

**3.4 TIME SCHEDULE FOR SUBMITTALS: (quantities in days)**

		<u>First Submittal</u>	<u>Owner and Project Manager Review In</u>	<u>Contractor Update and Resubmit In</u>
A.	Construction Schedule:	Prior to Notice to Proceed	10	10 prior to first payment application and update in 30.
B.	Shop Drawings:	Prior to Notice to Proceed	10	--

		<u>First Submittal</u>	<u>Owner and Project Manager Review In</u>	<u>Contractor Update and Resubmit In</u>
C.	Product Data:	15 prior to ordering	10	--
D.	Office Samples:	15 prior to ordering	5	--
E.	Field Samples:	Prior to in- stallation	5	--
F.	Schedule of Values:	Prior to first payment application	5	30
G.	Subcontractor List:	Submit with bid	--	--
H.	Performance Bond and Labor and Material Payment Bond:	5 after contract award	10	--
I.	Bid Bond	Submit with bid	--	--

## PART 1 - GENERAL

## 1.1 REQUIREMENTS OF REGULATORY AGENCIES

Temporary facilities shall comply with building codes, ordinances and regulations of public authorities.

## 1.2 TEMPORARY UTILITIES:

## A. Temporary Power:

1. Contractor may use permanent power system after obtaining written approval from the Owner.
2. Owner will pay for power used.

Temporary Water: The Contractor may use existing water supply systems. Owner will pay for water used. Supplement the existing system as required for construction activities.

## Sanitary Facilities:

1. Contractor may use existing toilet and washing facilities.
2. Maintain, repair (if damaged by Contractor) and clean the existing facilities as required until Substantial Completion.

### 1.3 TEMPORARY CONTROLS:

- A. Security: Provide temporary locks and doors at all new openings after building is enclosed.
- B. First Aid: Provide required first aid facilities for construction personnel.
- C. Fire Protection:
  - 1. Fire Safety: Take all precautions to prevent the possibility of fire resulting from construction operations. Particularly avoid hazardous accumulations of rubbish and unsecured flammable materials.
  - 2. Fire Fighting Equipment: If required, provide emergency fire extinguishers of adequate type and quantity, properly maintained. Obtain local Fire Department approval of emergency fire extinguishers.
- D. CONSTRUCTION AIDS AND BARRIERS:
  - 1. Provide ramps, ladders, stairs, guardrails, chutes and material hoists. Construct and maintain to requirements of governing agencies. Furnish for safety of public and construction personnel.
  - 2. Provide barriers to protect materials, equipment, new Work, construction personnel and public.
- E. Access, Parking and Traffic Regulation:
  - 1. Keep access roads and loading areas clear.
  - 2. Provide barricades, warning signs, or other traffic regulators which may become necessary for protection of public, construction personnel or property.
- F. Disposal Control: Comply with local ordinances. Do not dispose of volatile wastes in storm or sanitary drains.
- G. Interior Dust Control: Vacuum clean interior spaces prior to and during painting. Provide barriers to prevent dust from entering the existing building during demolition and new construction. Contractor is responsible for cleaning of area and cleaning/repair of Owner equipment if adequate barriers not provided.
- H. Exterior Dust Control: Wet down exposed earth materials to prevent blowing dust as required.

## PART 2 - EXECUTION

### 3.1 FACILITY REMOVAL:

- A. Completely remove temporary materials and equipment upon completion of construction.
- B. Repair damage caused by installation of temporary items and restore finishes to specified condition.

## PART I - GENERAL

## 1.1 WORK SPECIFIED ELSEWHERE:

- A. Standard Warranty: Paragraph 13.12 in Section 00900 GENERAL CONDITIONS.
- B. Substitutions After Contract Award: Paragraph 6.7 in Section 00900 GENERAL CONDITIONS.
- C. Shop Drawings, Product Data, Samples and Schedules: Section 01300 SUBMITTALS.

## 1.2 MATERIAL AND EQUIPMENT SELECTION:

- A. Comply with Standards and Specifications including: Size, make, type and quality specified, or as approved in writing by the Project Manager.
- B. Manufactured and Fabricated Products:
  - 1. Design, fabricate and assemble in accordance with the best engineering and shop practices.
  - 2. Manufacture like parts of duplicate units to standard sizes and gauges, to be interchangeable.
  - 3. Two or more items of the same kind shall be identical and by the same manufacturer.
  - 4. Provide products suitable for service conditions.
  - 5. Adhere to equipment capacities, sizes and dimensions shown or specified unless variations are specifically approved in writing.
- C. Do not use material or equipment for any purpose other than that for which it is designed or is specified.
- D. Fabricate and install equipment to deliver its full rated capacity at the efficiency for which it was designed.
- E. Select and install equipment to operate at full capacity without excessive noise or vibration.
- F. Provide electrical products with Underwriter's Laboratories Label or as approved by the local inspection authority.

### 1.3 REUSE OF EXISTING MATERIAL:

- A. Except as specifically indicated or specified, do not use materials and equipment removed from the existing structure in the completed Work.
- B. For material and equipment specifically indicated or specified to be reused in the Work:
  - 1. Use special care in removal, handling, storage, and reinstallation to assure proper function in the completed Work.
  - 2. Arrange and pay for transportation, storage and handling of products which require off-site storage, restoration or renovation.

### 1.4 MANUFACTURER'S INSTRUCTIONS:

- A. Perform Work in accord with manufacturer's printed installation instructions, obtain and distribute copies of such instructions to parties involved in the installation, including two copies to Project Manager, if requested.
- B. Maintain one set of complete installation instructions at the Site until completion.
- C. Handle, install, connect, clean, condition and adjust products in strict accordance with manufacturer's printed instructions and in conformity with specified requirements.
  - 1. Should job conditions or specified requirements conflict with manufacturer's instructions, consult with Project Manager for further instructions.
  - 2. Do not proceed with Work without clear instructions.
- D. Do not omit any preparatory step or installation procedure unless specifically modified or exempted by Contract Documents.

### 1.5 TRANSPORTATION AND HANDLING:

- A. Arrange deliveries of products in accordance with construction progress schedules, coordinate to avoid conflict with Work and conditions at the Site.
  - 1. Deliver products in undamaged condition, in manufacturer's original containers or packaging, with identifying labels intact and legible.
  - 2. Immediately on delivery, inspect shipments to assure compliance with requirements of Contract Documents and assure products are properly protected and undamaged.
- B. Provide equipment and personnel to handle products by methods to prevent soiling or damage to products or packaging.

## 1.6 STORAGE AND PROTECTION:

- A. Store products in accordance with manufacturer's instructions, with seals and labels intact and legible.
  - 1. Store products subject to damage by the elements in weather-tight enclosures.
  - 2. Maintain temperature and humidity within the ranges required by manufacturer's instructions.
  - 3. Protect equipment and systems from moisture, chemical or mechanical damage before and after installation.
- B. Exterior Storage:
  - 1. Store fabricated products above the ground, on blocking or skids, to prevent soiling or staining. Cover products which are subject to deterioration with impervious sheet coverings. Provide adequate ventilation to avoid condensation.
  - 2. Store loose granular materials in a well-drained area on solid surfaces to prevent mixing with foreign matter.
- C. Inspection: Arrange storage in a manner to provide easy access for inspection. Make periodic inspections of stored products to assure that products are maintained under specified conditions, and free from damage or deterioration.
- D. Protection After Installation:
  - 1. Provide substantial coverings as necessary to protect installed products from damage from traffic and subsequent construction operations.
  - 2. Plug or cap pipe and conduit openings to prevent the entrance of foreign matter.
  - 3. Remove protection materials when no longer needed.

## 1.7 PRODUCT OPTIONS:

- A. For products specified only by reference standard, select any products meeting that standard.
- B. For products specified by naming one or more products or manufacturers, followed by the phrase "or approved equal," Contractor must submit a substitution request for any product or manufacturer not specifically named.
- C. For products specified by naming only one product and manufacturer, followed by the words "no substitutions," there is no option.

1.8 SUBSTITUTION PROCEDURES:

- A. Format: Substitution requests will be considered only if they are prepared on a copy of the Portland Chapter Construction Specifications Institute "Substitution Request Form." A copy is included at the end of this Section.
- B. Supporting Data: Submit a separate request for each product, supported with complete data, drawings and samples as appropriate.

1.9 PRE-BID REQUESTS:

- A. Consideration: Substitutions will only be considered if submitted no less than seven (7) days before Bid opening.
- B. Acceptance: If the bidder complies with the requirements of this Section and in Owner's and Project Manager's opinion the proposed product is acceptable in lieu of the one or more specified, the Owner's Purchasing Division will include it in an addendum which will be issued to all bidders.

1.10 AFTER AWARD OF CONTRACT REQUESTS:

- A. Consideration: Requests for substitution of specified products after the construction contract is signed will be considered only for the following reasons.
  - 1. Owner's or Project Manager's request.
  - 2. Reduction in contract time or contract sum.
  - 3. Specified product is not available from any source.
  - 4. Specified product would cause significant delay in contract time.
- B. Submittal: Submit requests on a copy of the "Substitution Request Form."
- C. Acceptance: If the Contractor complies with the requirements of this Section and in Owner's and the Project Manager's opinion the proposed product is acceptable in lieu of the one or more specified, the Project Manager will issue a Change Order where contract sum or time is affected or give written authorization where contract sum or time is not affected.

1.11 SALVAGE:

Salvageable items, which are identified on the job site are to remain the property of the Owner, shall be removed in a manner to minimize damage thereto and delivered to the Owner at Blue Lake Park Maintenance Bldg as designated by the Project Manager.

**SUBSTITUTION REQUEST FORM**



**SPECIFICATIONS INSTITUTE**  
Portland Chapter

TO: \_\_\_\_\_

PROJECT: \_\_\_\_\_

We hereby submit for your consideration the following product instead of the specified item for the above project:

<u>Section</u>	<u>Paragraph</u>	<u>Specified Item</u>
_____	_____	_____

Proposed Substitution: \_\_\_\_\_

Attach complete technical data, including laboratory tests, if applicable.

Include complete information on changes to Drawings and/or Specifications which proposed substitution will require for its proper installation.

Fill In Blanks Below:

A. Does the substitution affect dimensions shown on Drawings?

\_\_\_\_\_

B. Will the undersigned pay for changes to the building design, including engineering and detailing costs caused by the requested substitution?

\_\_\_\_\_

C. What affect does substitution have on other trades? \_\_\_\_\_

\_\_\_\_\_

D. Differences between proposed substitution and specified item? \_\_\_\_\_

\_\_\_\_\_

E. Manufacturer's guarantees of the proposed and specified items are:

Same

Different (explain on attachment)

The undersigned states that the function, appearance and quality are equivalent or superior to the specified item.

Submitted By:

Signature \_\_\_\_\_

Firm \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

Telephone \_\_\_\_\_

For Use By Design Consultant:

Accepted  Accepted As Noted

Not Accepted  Received Too Late

By \_\_\_\_\_

Date \_\_\_\_\_

Remarks \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**PART I - GENERAL****1.1 SUBSTANTIAL COMPLETION:**

- A. Submit written notice to Project Manager that Work, or designated portion thereof, is substantially complete. Project Manager and his consultants will inspect Work within 14 days.
- B. If Project Manager determines that Work is not substantially complete, he will immediately notify Contractor in writing. Contractor shall complete Work and submit a second written notice of substantial completion to the Project Manager, who will reinspect the Work.
- C. When Project Manager concurs that Work is substantially complete, he will prepare a Certificate of Substantial Completion with a tentative list of items to be completed or corrected. Project Manager will submit Certificate and tentative list to Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate.

**1.2 CLEANING PRIOR TO FINAL INSPECTION:**

- A. Remove grease, dust, dirt, stains, manufacturer's labels, fingerprints, etc. from sight exposed surfaces. Repair, patch and touch up marred surfaces.
- B. Clean heating and cooling ducts, blowers, coils, fixtures, equipment, piping and grilles. Replace disposable air filters and clean permanent filters. Flush water systems and disinfect domestic water lines.
- C. Broom clean exterior paved surfaces and walks. Rake clean landscaped areas. Vacuum clean interior spaces. Wash interior and exterior glazing and mirrors. Clean and mop floors.
- D. Maintain in cleaned condition until final completion or Owner occupancy.

**1.3 FINAL INSPECTION:**

- A. Submit written certificate that Contract Documents have been reviewed, Project has been inspected by appropriate officials, Work is completed in accordance with Contract Documents, equipment and systems have been tested in the presence of Project Manager and are operational, and Work is ready for final inspection. Project Manager and his consultants will inspect Work within 7 days.
- B. Should Project Manager consider that the Work is incomplete or defective, he will notify Contractor in writing, listing the incomplete or defective work. Contractor shall remedy the deficiencies and send a second written certification to Project Manager that the Work is complete. Project Manager will reinspect the Work.

- C. When the Project Manager finds that Work is acceptable under the Contract Documents, he shall request the Contractor to make closeout submittals.

#### 1.4 REINSPECTION FEES:

Should Project Manager perform more than one reinspection due to failure of the Work to comply with the claims of status of completion made by the Contractor:

- 1. Owner may compensate Project Manager for such additional services.
- 2. Owner may deduct the amount of such compensation from the final payment to the Contractor.

#### 1.5 PROJECT RECORD DOCUMENTS:

- A. Maintain at the site one copy of: Project Manual, Contract Drawings, Construction Change Authorizations, Reviewed Shop Drawings, Field Test Records and Supplemental Instructions.
- B. Keep current record of documents and label "Project Record." Record location of concealed items and utility lines, field changes in dimension or detail and changes in materials furnished on Project Record Documents. Record changes from Supplemental Instructions, Change Orders, Construction Change Authorizations and Details not on Contract Drawings.
- C. Maintain during the course of construction one set of drawings that record any changes in the Work or deviations from the Drawings. Deliver these as-built drawings to the Project Manager with the Closeout Manuals.

#### 1.6 CLOSEOUT MANUALS:

- A. Form of Manuals:
  - 1. Prepare data in the form of instructional manuals for use by Owner's personnel. Use 8½" X 11" manual format in 3-ring binder.
  - 2. Include drawings, indexed tabs and title for each manual.
- B. Content of Manuals:
  - 1. List mechanical equipment and systems used in the Project. List installers, maintenance program and local source of supply for replacement parts.
  - 2. Include product data with specific equipment clearly identified.
  - 3. Include drawings of control diagrams, flow diagrams and system relationships.
- C. Materials and Finishes Manual:
  - 1. When requested, include manufacturer's data, catalog number, color and texture of finishes used.
  - 2. When requested, include instructions for care and maintenance on finishes including cleaning agents, methods and cleaning and maintenance schedule.

- D. Equipment and Systems Manual:
1. Include manufacturer's description, operating characteristics, performance data, testing and balancing data and printed operating and maintenance instructions.
  2. Include manufacturer's catalog number and replaceable parts list.
  3. Include start-up, break-in, operating instructions, control, stopping, shut-down, emergency instructions and operating sequence.
  4. Include summer and winter operating instructions, maintenance procedures, servicing and lubrication schedule, sequence of operation and control diagrams.
  5. Include as-installed color coded piping diagrams and list of piping identification markers.
  6. Include circuit directories of panel boards and as-installed color coded wiring diagrams.
  7. Include as-installed color coded duct and damper layouts with design air volumes air flow ratings and fan sizes.
  8. Include valve tag directory listing tag number, location, service, size, manufacture, model number and normal position.
  9. Include name plate directory listing equipment designation, name plate data, location of equipment, location of switch and normal position of switch.
- E. Warranties and Bonds Manual:
1. Assemble warranties, bonds and service and maintenance contracts executed by each manufacturer, supplier and subcontractor.
  2. Include table of contents, beginning date and duration of warranty, bond or service contract, and party to contact in case of claim against warranty.
- F. Spare Parts and Maintenance Materials Manual: Tabulate list of spare parts and maintenance materials showing product description, paragraph in Project Manual listing product and quantity delivered to Owner.

### **PART 3 - EXECUTION**

#### **3.1 INSTRUCTION OF OWNER'S PERSONNEL:**

- A. Prior to final inspection or acceptance, fully instruct Owner designated operating and maintenance personnel in the operation, adjustment and maintenance of all products, equipment and systems.

- B. Operating and maintenance manual shall constitute the basis of instruction.
  - 1. Review contents of manual with Owner's personnel in full detail to explain all aspects of operations and maintenance.
  - 2. Review complete heating and cooling cycles with Owner's personnel. Review location of dampers, valves and control equipment.

### 3.2 MAINTENANCE MATERIAL HANDLING:

- A. Label packages and deliver spare parts and maintenance materials to Owner's storage area.
- B. Submit quantity specified in each product section.

### 3.3 PAYMENTS AND RELEASE OF LIENS:

- A. Submit 2 executed copies of Contractor's Affidavit of Payment of Debts and Claims, AIA G706.
- B. Submit 2 executed copies of Contractor's Affidavit of Release of Liens, AIA G706A including:
  - 1. Consent of Surety to Final Payment, AIA G707.
  - 2. Contractor's release or waiver of liens.

### 3.4 SCHEDULE OF CLOSEOUT SUBMITTALS

- A. Preliminary Equipment and Systems Manual:
  - 1. Submit two copies of preliminary draft of proposed formats and outlines of contents prior to start of Work.
  - 2. Project Manager will review draft and return one copy with comments.
- B. Final Inspection Manuals:
  - 1. Submit one copy of materials and finishes manual, equipment and systems manual, warranties and bonds manual and spare parts and maintenance materials list in final form fifteen days prior to final inspection or acceptance.
  - 2. Copy will be returned after final inspection or acceptance with comments.
- C. Closeout Manuals: Submit two corrected copies of approved manuals in final form within 10 days after final inspection or acceptance.
- D. Keys and Certificate of Occupancy: Submit two copies of keying schedule. Submit keys and key blanks in quantities specified. Obtain and submit Certificate of Occupancy.

**PART 1 GENERAL**

**1.1 DESCRIPTION:**

This section covers demolition, salvage and disposal work necessary to remove all debris, structures, and such other improvements that are shown or specified to be removed.

**1.2 DEFINITION:**

A. Demolition is defined as removal of structures, handrails, ladders, cyclone fences, lifeguard stands, pavements, utilities, and other such improvements at or below the ground surface. Salvage and deliver to owner items noted in plans or as directed.

B. Disposal is defined as removal of refuse resulting from and demolition work.

**1.3 OWNERSHIP OF MATERIALS:**

Unless otherwise shown, specified, or designated, all materials resulting from the demolition work shall become the property of the Contractor and shall be disposed of off site in a lawful manner.

**PART 2 - PRODUCTS**

**2.1 EQUIPMENT:**

All equipment used to perform work in this section shall be appropriate for the use intended and shall be in good operating condition.

**PART 3 - EXECUTION**

**3.1 INSPECTION OF SITE:**

Prior to commencement of work under this section, the Contractor and Owner's Representative shall inspect the site to fully determine the extent of work requirements and limitations. Contractor responsible for marking pavements and otherwise identify improvements to be removed.

**3.2 PROTECTION OF EXISTING VEGETATION, UTILITIES, AND IMPROVEMENTS:**

A. Trees and Plant Materials: The Contractor shall protect all trees, shrubbery, and other vegetation. Temporary, continuous barriers shall be erected where necessary to assure their safety. Repair any trees or vegetation damaged as a result of work under this section in an approved manner.

B. Utilities: Contractor shall be responsible for determining which of utility agencies, public or private have underground or surface facilities; and further, he shall notify each agency and request assistance in locating its services. Repair of damage to known utilities resulting from work under this section shall be the responsibility of Contractor. Contractor to contact Todd Jones, Park Supervisor at the Blue Lake Park office for assistance in locating existing utilities.

C. Improvements: The Contractor shall protect all improvements which are not designated for removal under this contract. The Contractor shall repair all damage to improvements in an approved manner at no additional cost to owner unless otherwise specified.

**3.3 DEMOLITION:**

Remove all structures (or portions of structures) or improvements shown or specified to be removed. Remove all debris from the demolition work from the site as specified in this section.

A. Salvage: Salvage items noted on plan and deliver on site to the Multnomah County Maintenance Facility, the Curry Building.

**3.4 DISPOSAL OF WASTE MATERIAL:**

All debris, rubbish, or other waste materials removed under this section shall be removed from the site and disposed of in a lawful manner except as follows:

A. Materials shown or specified to be salvaged shall be delivered to Owner in an on-site area designated.

**3.5 CLEAN-UP:**

Leave the work site in a clean and sightly condition, free from litter and debris.

END OF SECTION 02100

**PART 1 - GENERAL****1.1 DESCRIPTION**

- A. This Section covers materials, installation, and finishing of concrete flatwork
- B. Concrete forms, mixing, placing, and curing shall conform to ACI Manual of concrete practice and its specification.

**PART 2 - PRODUCTS****2.1 MATERIALS**

Portland Cement Concrete: Shall develop a minimum 28 day Laboratory cured compressive cylinder strength of 3000 PSI. Slump of the concrete shall not exceed 3-1/2 inches. Use one source for all concrete throughout project.

**2.2 JOINT SEALER**

Sonalastic Primer 733 in conjunction with Sonalastic SL1 nonpriming polyurethane sealant, Tremco THC or approved equal.

**2. JOINT BACKING ROD:**

Backing rod shall be foam or approved equal.

**2.4 FORMS**

Comply with ACI Specifications.

**PART 3 - EXECUTION****3.1 PREPARATION**

- A. Install forms to line and grade required.
- B. Notify the Owner's Representative at least 24 hours before an intended pour. Place no concrete until forms have been inspected and approved by the Owner's Representative.

**3.2 INSTALLATION**

- A. Placing concrete shall be in conformance with the ACI Specifications.
- B. Provide expansion joints where indicated on the drawings. Install backing rod, full depth to 1/2" below top of concrete. Install joint sealant over backing rods, flush with finish grade of concrete.
- C. Stripping of forms shall not be performed until concrete has set sufficiently to retain its true shape.
- D. Exposed surfaces shall be brushed with a medium broom except where noted, with 2" smooth troweled bands around all edges, and with 1/4" radius on all edges. Provide sample panel; do not proceed with work until finish is approved.

**3.3 CURING AND PROTECTION**

- A. Curing and protection shall be in conformance with the ACI Specifications.
- B. Take precautions to protect slab from vandalism during curing. Replace all damaged or vandalized areas at no cost to Owner. Replace concrete at transition joints only.

**3.4 CLEANUP**

Clean all excess concrete, other materials, and debris on a weekly basis and remove from the project site.

END OF SECTION 03300

**PART 1 - GENERAL****1.1 STRUCTURAL REQUIREMENTS FOR HANDRAILS AND RAILINGS:**

Minimum design load 200 pounds in any direction at any point on the railing without excessive deflection or permanent member deformation.

**1.2 WELDER QUALIFICATIONS:**

Use only AWS certified welders.

**1.3 SHOP DRAWINGS:**

Show details and instructions for fabrication, assembly and installation of custom fabricated items. Shop drawings to be stamped and signed by a structural engineer licensed in the state of Oregon. Structural engineers to submit structural calculations for all railing, fences and connections, Stamped and signed.

**1.4 PRODUCT DATA:**

Provide product literature for factory fabricated items.

**PART 2 - PRODUCTS****2.1 STEEL PLATES, SHAPES, BARS:**

ASTM A-36.

**2.2 STEEL TUBING:**

Round, square and rectangular, ASTM A-500, Grade B.

**2.3 STRUCTURAL STEEL PIPE:**

ASTM A-53 or A-120 Type E and S, Grade A or B, Schedule 40; all pipes cleaned by wheel abrasion method.

**2.4 STANDARD BOLTS:**

ASTM A-307, Grade A.

**2.5 HIGH STRENGTH BOLTS:**

ASTM- A-325, Bearing Type.

**2.6 ELECTRODES:**

ASTM-A-233, AWS- A-5.1, E60XX or AWS A-5.1 or A-5.5, E70XX.

**2.7 CONCRETE ANCHORS:**

Kwit Bolt by Hilti, Red Head Wedge Anchors by ITT Phillips, Trubolt or Dynabolt by Ramset or approved.

**2.8 SHOP PRIMER:**

Manufacturer's standard rust inhibitive primer.

**2.9 ANCHORING CEMENT:**

Fast Setting Cement by Burke, Anker Tite by Concrete Products, Embeco 153 by Master Builders, Thorogrip by Standard Dry Wall or approved.

**2.10 CUSTOM FABRICATION PROCESS:**

A. Standards: Comply with AWS "Code for Arc and Gas Welding in Building Construction:

- ASIC "Specification for the Design, Fabrication, and Erection of Structural Steel for Buildings" and AISC "Specification for Architecturally Exposed Structural Steel".

**B. FABRICATION REQUIREMENTS:**

Comply with shop drawings and referenced standards. Fabricate of welded construction, drill and tap as required to receive hardware, include required anchors.

**C. WELDED JOINTS:**

Form exposed connections with flush hairline joints. Weld with shielded metal-arc process (SMAW). Grind exposed welds smooth. Provide 1/4 inch minimum fillet welds and full penetration butt welds.

**D. PRIMED SHOP FINISH:**

Apply primer at a rate to obtain a dry film thickness of 2.0 mils. Do not prime members or portions of members to be galvanized, embedded in concrete or grout, or surfaces to be field welded unless indicated otherwise.

**2.11 CUSTOM FABRICATED ITEMS:****A. STEEL HANDRAIL RAILINGS:**

Using diameter shown on drawings, schedule 40, steel pipe and bar shapes, fabricate to dimensions indicated with joints welded and ground smooth. Secure posts to steel plate as indicated or as required to resist structural loads. Prime steel after fabrication.

**PART 3- EXECUTION****3.1 INSTALLATION:**

**A.** Perform cutting, drilling, and fitting required for installation. Set work accurately in location, alignment and elevation, measured from established lines and levels. Install anchorage devices and fasteners as required.

**B. RAILINGS, FIELD CONNECTIONS:**

1. Provide welded connections except where exposed screws or bolts are indicated.

**2. RAILING SUPPORT PLATE TO CONCRETE:**

Bolt railings to existing concrete deck and structural members as shown on drawings.

**3.2 ADJUSTING AND CLEANING:**

Correct or replace defective members and adjust alignment as required. Remove pits, bumps and irregular weld grinds from exposed surfaces.

**3.3 PROTECTION:**

Apply protecting material to face of metal in areas of potential galvanic activity between dissimilar metal materials.

END OF SECTION 05500

**PART 1- GENERAL****1.1 WORK INCLUDED:****A. EXTERIOR PAINTING:**

1. Field finish primed steel.

**1.2 PAINTER:**

Provide local subcontractor experienced in painting commercial projects. Painting subcontractor must have five years experience in projects of similar size.

**1.3 FIELD SAMPLE:**

- A. Provide trim and equipment colors and finishes on 10 lineal feet of in-place-surfaces.
- B. Architect will approve for color, texture and sheen only.

**1.4 PRODUCT DATA:**

Submit manufacturer's literature on each coating proposed for this Project. Obtain approval of coatings prior to ordering. Include the manufacturer's recommended minimum dry film thickness for each coating system.

**1.5 OFFICE SAMPLES:**

1. Submit Samples: For Architect's review of color and gloss.
2. Resubmit Samples: As requested until required color and gloss is achieved.
3. Opaque Finish: Provide two 8" x 8" minimum size samples of each color and gloss.

**1.6 DELIVERY:**

Deliver materials to Site in new, original and unopened containers bearing manufacturer's name, trade name and label analysis.

**1.7 HANDLING:**

Keep dust and open flame from coating materials while mixing and painting.

**PART 2- PRODUCTS****2.1 ACCEPTABLE COATING MANUFACTURERS:**

1. Ameritone.
2. Glidden Coatings & Resins Division, SCM Corp.
3. Miller Paint Co.
4. Olympic Stain Division Comerco, Inc.
5. Rodda Paint Co.
6. Sherwin Williams Co., Professional Division.

**2.2 EXTERIOR PRIMERS, SEALERS, AND UNDERCOATS:**

- A. Alkyd Steel Primer.

**2.3 EXTERIOR OPAQUE PAINTS:**

- A. Alkyd Semigloss Exterior Enamel.

**PART 3- EXECUTION****3.1 EXAMINATION OF SERVICES:**

Examine areas and conditions under which painting work is to be applied. Correct conditions detrimental to proper and timely completion of work. Do not proceed with work until unsatisfactory conditions have been corrected.

**3.2 CONTAMINATED SURFACES:**

Do not paint over dirt, rust, blistered paint, grease, wet substrates, or surface conditions detrimental to the formation of a durable paint film.

**3.3 WORK START:**

Start of painting work will be interpreted as the Applicator's acceptance of surfaces and conditions within any particular area.

**3.4 CLEANING:**

Comply with coating manufacturer's instructions for preparation and cleaning of each substrate.

**3.5 PROTECTION:**

**A.** Cover and protect adjacent finish surfaces and concrete deck.

**3.6 PRIMING:**

**A.** Provide finish coats which are compatible with prime paints used. Provide barrier coats over incompatible primers where required. Notify the Architect in writing of anticipated problems using specified coatings with substrates primed or finished by others.

**B.** Apply prime coat to materials which is required to be painted or finished and which has not been prime coated by the fabricator.

**C.** Touch up shop primed surfaces scratched or chipped prior to field finishing.

**3.7 PAINT SCHEDULE:****A. HANDRAILS AND ALL OTHER STEEL: ALKYD SEMIGLOSS ENAMEL:**

1. Shop Coat by Fabricator:

(1) Alkyd Steel Primer.

2. First Coat:

(1) Alkyd Steel Primer.

3. Second Coat:

(1) Alkyd Semigloss Exterior Enamel.

**3.8 APPLICATION METHODS AND COVERAGE:**

**A.** Apply painting and finishing materials in accordance with the manufacturer's directions. Use techniques best suited for the material and surfaces to which applied.

**B.** For opaque finishes, apply additional coats when undercoats, stains or other conditions show through final paint coat, until paint film is of uniform finish, color appearance.

**C.** Where recommended by manufacturer, sand lightly between succeeding enamel or varnish coats.

**D.** Apply each material at not less than the manufacturer's recommended spreading rate, to provide a total dry film thickness of not less than amount recommended by coating manufacturer.

**E.** Match approved office and field samples for color, texture and sheen.

**F. ADJUSTING AND CLEANING:**

1. Remove, refinish or repaint work not in compliance with specified requirements. Recoat work not meeting manufacturer's recommended minimum dry film thickness.

2. Correct any painting related damage by cleaning, repairing or replacing and refinishing as directed.

3. Repaint lines between accent colors as directed to obtain clean straight lines.

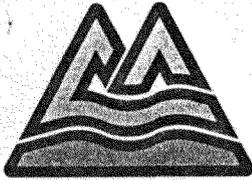
4. Remove paint splatters on concrete deck.

5. Touch up factory finished surfaces damaged during construction.

**G. EXTRA STOCK:**

1. Deliver extra stock of finish paint equal to 10% (to the nearest gallon) of each color and gloss used. Do not exceed 5 gallons of each color and gloss.
2. Deliver extra stock in one or five gallon unopened containers.
3. Keep list of stock delivered to Owner and submit with Closeout Manuals.

END OF SECTION 09900



# MULTNOMAH COUNTY OREGON

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J163

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

April 4, 1989

Mr. Duane Zussy, Director  
Department of Human Services  
426 SW Stark  
Portland, OR

Dear Mr. Zussy:

Be it remembered, that at a meeting of the Board of County Commissioners held April 4, 1989, the following action was taken:

The following matter was heard jointly by the Emergency Medical Policy Advisory Board and the Board of County Commissioners:

Public Hearing - In the matter of the concept of)  
provision of emergency ambulance services by a )  
public provider system: a) Expansion of all )  
Portland Fire and Gresham Fire stations to Ad- )  
vanced Life Support first responder capability; )  
b) expansion of Corbett Fire, Sauvie Island Fire )  
and Skyline Fire to enhanced Basic Life Support )  
(EMT-D) first responder capability; c) delivery )  
of emergency ambulance service by the Multnomah )  
Department of Human Services using Paramedics )  
hired from within Multnomah County; d) provision )  
of non-emergency ambulance service by private )  
ambulance companies )

Commissioner McCoy noted the County has been exploring many options for providing Ambulance Services with better quality care at an affordable cost. A public system vs. private system has not been an option considered. Today, that option will be discussed, and it is one that would allow the City of Portland, the City of Gresham, and Multnomah County to participate in an Advanced Life Support System responding to all 911 calls. This would not affect the Basic Life Support System which would continue to be provided by the private sector. She stated that the only decision the Board would make today would be to either decide the option has no merit, or to decide to proceed with more data gathering for further discussion of the option.

Commissioner McCoy limited testimony to not more than five minutes.

At this time, the hearing was held.

Jean Robinette, Oregonians for Cost Effective Government, said her organization has been watching the process for providing ambulance services since 1986, and has presented testimony during that time. She said the decision had been made that the best way to contain costs and to assure quality care, is to define the service desired; prepare specifications, qualify the bidders, and seek competitive bids. Her organization applauded that decision; but opposed the option of the Fire Department taking over the service; and that setting up a monopoly whose costs are absorbed by users and taxpayers, is not the way to contain costs. The proposal being considered today should also be rejected, because it is the most expensive system proposed to date. She sees no indication that costs could be held to the amounts paid by Medicare as promised, and feels the taxpayers will be picking up costs without limits. She recommended rejection of this option, and to continue with the present proposed Request for Proposals process. She urged the Board to work with the State to get its requirements in order so that these services can provide quality care at a reasonable cost. She responded to Commissioner Bauman's questions, that the quality of care was never an issue; and that the issues were cost containment and the question of redundant care that drove costs up.

Tom Lindley, Attorney representing Buck Medical Services, said that Federal law prohibits anti-competitive conduct by any entity, however, the exception to the law flow from the 1983 Supreme Court decision and is called the Parker Doctrine, Parker Immunity, or State Action Immunity. Authority for use of this immunity is only allowed if the State gives the authority to the entity. He read the opinion governing giving the authority, and ORS 221.485 which authorizes political subdivisions to regulate vehicles for hire and grant franchises for vehicles for hire. In his opinion, he feels the statute makes no provision for monopoly public services. He then referred to ORS 823.010 and read the statute, but said nothing authorizes public ownership or operation of Emergency Medical Services systems. He added the authorization is given to the County to regulate franchises and services, but not to displace private operators with monopoly public services. He added that Lawrence Kressel gave the Board an opinion that the State and Federal law authorizes the current competitive model. The current status of the Competitive Plan was not thrown out in the recent hearing, but State rules were regarded as too vague for direct interpretation, and provided there is no appeal to that determination, will be modified by the State and the process can continue. He said he feels

the proposed option will bring new legal issues for which the Board has not received legal opinions. He urged the Board to not move forward with this proposal.

Ted Dedman, paramedic for Buck Medical Services, said he and many of his peer paramedics are concerned about what happens on the streets, and that they feel that the present system is affecting what happens to the paramedic care load in the streets. Because of the 25% turnover rate, patient care on the streets is affected by keeping the profession from growing as it should. He believes the proposed public system may solve some of the turnover rate; but that the system has problems i.e., the system has not been proven; will be more expensive than the present system; and is not competitive. He feels the present proposed competitive bid process needs to include "protection" of paramedics on the streets.

Christopher Thomas, attorney representing AA Ambulance, submitted and read a statement; and objected to limits placed on testimony. He feels the proposed option would dismantle citizen-owned emergency medical transport services, and would start a "from the ground up" government owned emergency medical transport system. The proposal threatens the quality of emergency medical services, threatens taxpayers with an increase in taxes or a loss of other services to pay for implementation of the proposal, threatens rate-payers with an increase in emergency and non-emergency ambulance rates, and destroys established and effective locally owned businesses. He added that the Emergency Medical Advisory Board refused to consider impact data from interested parties regarding the proposed public system. He questioned whether there is a need to change the medical transport system, since the reason for changing the present transport system was a concern about rates. Ambulance rates in Multnomah County, in his opinion, are low when compared to other cities with comparable populations. He reviewed increases in the Consumer Price Index (CPI) and Medical Price Index (MPI) compared with collection rate increases for AA ambulance; and discussed complaints for the emergency medical transport systems. He said that the medical community wants a single physician supervisor employed by Multnomah County to ensure uniformity in medical training and supervision independent of the medical transport system; and that AA Ambulance supports that position. He said that Emergency Medical Services has blocked any efforts to move this proposal forward. He urged the Board not to proceed further with the public transport system, and listed dangers involved: a) lower quality of care because the regulated and the regulator will be one and the same, and paramedic discipline and termination will be more difficult; b) major increases in costs because there will be no patient revenue until first patient payments are received, start-up and

equipment costs will be for a brand new system, collection rates will be lower; and c) quality of care may be reduced. He urged the Board to stop spending time and money on the proposed government transport system, or to open the discussion to allow full hearings and discussion from all interested parties.

Dennis Scott asked about Mr. Thomas questioning of the rates being too high as described by the Fitch report, and why AA Ambulance doesn't wait until the bids come in before making that statement.

Mr. Thomas said no commitment has been made that if the rates come in higher than the present system, that the rates would not be charged at those higher rates; and all proposals have proposed elimination of providers; and added that his company is not willing to accept elimination without a fight. He feels the bid system has been constructed so it is impossible to compare bid rates with present rates because the proposed system is different.

Joe Willis, attorney with Schwabe, Williams, and Wyatt and representing Care Ambulance Company, said that he has been unsuccessful in the past in convincing the Board about legal issues, but that in Courtrooms, he has been slightly more successful. He feels the proposal today does not address quality of care, and that is and never has been the issue. He feels that County residents receive some of the finest pre-hospital ambulance care in the country, and that neither ambulance companies nor the County control cost increases for ambulance service; but that if the County wants to control costs, direct rate regulation by the County is possible, and will not be opposed by CARE Ambulance as long as it is fairly administered. If the County proceeds with a public system, the ambulance companies will be forced to use every legal means to stop the process, and it will be necessary to start over from square one.

Alex Jensen, Paramedics and Operations Manager, Buck Medical Services, said the Board has been considering an Emergency Medical Transport System change for four years. He cautioned the Board about discarding the work performed over those four years by hundreds of individuals attempting to construct a system that will provide quality ambulance services at a reasonable cost through the bid process. He said that Commissioner Bauman had, on February 28, 1989, stated that many of the proposed changes have nothing to do with a public ambulance system. A majority of proposed EMS system changes can be accomplished through a competitive bid process, or within the present system; and that Mr. Acker has admitted that the fees derived through the Medicare rate system may not be enough. He reported that the 911 transports last year only returned a 60% collection rate under the present Medicare allowables, and that the

proposed system would be lucky to be able to meet payroll costs. The new proposed system does not allow for administrative costs, legal costs, vehicle and equipment costs, maintenance and replacement costs, workers compensation, nor expenses for the Fire Department's first responder ALSD system or the ChIERS Outreach Program. He feels this new concept simply will not "pencil". However, the big problem is "Is it Legal?" In his opinion, the County should not "throw away five years of work by the EMS Policy Board, the Medical Advisory Board, the Rate Study Task Force, and the RFP Construction Committee plus countless other individuals and organizations, and then ask County EMS staff to continue to spend thousands of dollars investigating a concept that cannot work." He urged the Commissioners and the Advisory Board to put the matter to rest; listed the number of years the issue has been addressed; and stated nothing has changed during that time to change the overall decision that Portland does not need, nor can it afford a public ambulance system.

Commissioner Anderson asked whether the Board had copies of the background information mentioned in Mr. Jensen's testimony.

Mr. Jensen replied the Board should have the information, if not, he can obtain necessary copies.

Dr. John Schreiber, Medical Advisory Board Chair, reported that long ago the Medical Advisory Board determined that ambulance services should be provided by a single provider with single physician supervisor leadership. This proposal meets these requirements, but the Medical Board wanted to be sure that the intent was only to assure the proposal meets requirements, not to endorse the proposal. He voiced his concern that the matters are taking much too much time to reach conclusion.

Commissioner Bauman asked if the Medical Advisory Board's position addresses only quality of care.

Dr. Schreiber stated the Medical Board did not examine the costs for this particular proposal; and that he feels the quality assurance process has not identified that the present system does not meet standards. It is the opinion of all members of the Medical Advisory Board that a single provider with a single physician supervisor offers the highest quality of care.

Brad Sawyer, paramedic for AA Ambulance, said he feels that if a single provider system run by the County was chosen, it would probably improve salaries and benefits for paramedics and would reduce the overturn rate of paramedics, However he does not see how that is possible without increasing costs. He feels also that if the County cannot guarantee better salaries and benefits for the

paramedics, that it would be better to leave the system as it is, as he feels the quality of care, considering what there is to work with, is very high.

Commissioner Kafoury asked how long he had been a paramedic.

Mr. Sawyer replied since 1984, and that he feels patients are being treated well, but that better care could be obtained with staff who had more experience. Staff leave to fill many jobs: police, fire, and nursing are among the first choices because of the chance of future promotion and/or benefits. He said that when there was a question of ambulance services being reduced to a single provider, paramedics became extremely scarce.

Mr. Dedman said he feels it is necessary to define "quality of care"; and described his idea of "a golden hour" for a patient dependent upon skill and timing of paramedics and ambulance arrivals at the scene.

Commissioner Bogle asked what he had meant when he testified earlier when he said paramedics needed "protection".

Mr. Dedman said he would like to see the EMS system in a position where it is no longer necessary to deal with a 25% turnover rate of paramedic staff. He feels the problems of the paramedic have not yet been addressed in any of the proposals for the EMS Ambulance Services.

Michael Morrow, 5725 NE Flanders, said he has been involved in pre-hospital care since 1970; and reported he has seen a tremendous evolution in the system since he first started. Paramedics seeking other careers and going out of the County to other systems is now at its highest, and he feels that this is caused by the constant upheaval in the system. The Board needs to make a decision soon so employees can get on with careers and lives and do the job they enjoy doing. He responded to Commissioner Anderson's question regarding job security, by saying "Sure, I have a family, and I want to build a house this summer. I don't want to do that unless I know I will have a job two years from now". He added that he would be happy to meet with Commissioners and other paramedics to discuss options because there are too many variables to say yes or no to the question regarding whether or not security should be provided by private or public entities.

Mr. Scott asked if the 25% who are leaving are going to the medical field.

Mr. Dedman replied he feels that the percentage may be higher, and that most paramedics are leaving the County to go to other counties, states, and systems, and that some others choose different careers.

Commissioner Bauman referred to a memo written by Mr. Acker in 1975 which stated "quality of care in Multnomah County is excellent and is not an issue here", and asked if the same situation exists today.

Mr. Acker replied that at the time the report was published, that he had been EMS Director only three months, and did not have sufficient information, nor was there a County quality assurance program or an organized method for dealing with consumer or provider complaints; and that since that time, both processes have been provided. He said he feels there is a quality assurance problem in Multnomah County, but that both legal and confidentiality requirements prevent him from explaining further. Upon further questioning by the Board, he stated that he did not have enough background during the first three months of employment with the County to make a determination regarding quality assurance status, and that he had relied on providers for his information, but that situation has since changed. He discussed his statement regarding pay scales, and said that the range for paramedics would be \$19-24,000, and added these figures were included in the proposed RFP, but added that it would be an increase in salaries for paramedics. The expected collection rate for the County was set at approximately 50%, but that he feels further study is necessary. If the Board accepts the option for a public system, then the staff will prepare a Comprehensive Plan for this option following negotiations with the Cities of Portland and Gresham, but that details and definite figures are unknown at this time. He added that there will be both an ALS and a BLS rate, and that staff will work with AETNA and other insurance companies to determine what the reimbursement rates will be.

Commissioner Bauman asked Mr. Acker what system he thinks, considering quality of care and cost efficiency, would be a preferred system.

Mr. Acker said that he feels that a third party provider with heavy medical involvement will provide the best system, but that he also feels the system chosen will probably be the one the community can afford. He recommended the Board authorize the EMS staff to prepare an implementation plan if it feels a public system is feasible; and that if the Board agrees, it should be with the condition that if EMS staff feels, at any point, that a public system is not feasible, the Board would authorize returning to one of the other proposals.

Commissioner Bogle questioned Mr. Acker's concept of quality of care today.

Mr. Acker again stated that confidentiality makes it necessary for him not to discuss this aspect of the issue, and that the process in the context of how many problems, where they originated, and by whom, or to include solutions of those problems is not an appropriate subject for a public forum.

Mr. Kressel advised that this subject involves patient information confidentiality and is protected by State Law, so that identifying people, addresses, and information from those records cannot be revealed. He added that ambulance companies have tried in many ways to get this information, and hospitals are especially concerned about this issue; however, data without identifying information is acceptable.

Commissioner Bogle asked what criteria Mr. Acker uses to determine quality of care.

Mr. Acker again stated he is in a very ticklish situation because as Director of EMS, he makes the determination about whether a complaint is justified, and then determines the outcome for that situation. He cannot reveal that information, but feels the system is not as good as it was when he first came to the County, and might be attributed to the fact that he now has more experience and information about the system, and perhaps a higher expectation of the system than he had at first. He explained further the process for determining whether or not the care was appropriate or not; and said that though it is a subjective decision, recommended changes fall mostly in educational changes to the system.

Mr. Scott stated that the Policy Advisory Board is here today to determine whether or not the option is feasible, but that it is also necessary to know what the costs will entail.

Mr. Acker said that Duane Zussy, Human Services Director, sent a memo to the members of the Commission, and discussed projected time needed from staff. Staff time spent on preparation will slow other EMS projects, and slow down other matters in which the EMS Office is involved. Currently there are four provider licensees who provide transport plus Metro West Ambulance contracted for assistance on an as needed basis. No mechanism exists for denial to any new organization requesting an ambulance area.

Mr. Scott explained that he started in 1950 observing ambulance services, and said that services then were "medieval", but that there has been a tremendous improvement in services since then. He feels that Mr. Acker's credibility is "excellent".

Mr. Acker further explained that medical improvements now make expectations much higher, and that education plays an important part. He repeated that he could not respond to questions regarding comparisons between ambulance rates for Eugene, Salem, and Multnomah County, but that he would provide information to Commissioners later.

Commissioner Kafoury asked if there isn't a short cut to getting information rather than waiting two and a half months for data.

Mr. Acker said that about 80% of the system cost and 80-90% of system revenues could be determined within two or three weeks. Projections for first responder ALS costs, personnel costs, and projections for collections through third party reimbursers should also be known at that time.

Commissioner Kafoury said she has two concerns, cost totals and legal issues raised today; and said she would like to see a document that could be critiqued by the Board and staff, providers, and other interested parties.

Mr. Kressel expressed his pleasure that Commissioner Kafoury is suggesting that things can be more complex than what a quick, off-the-top-of-the-head response might require.

Commissioner Bogle asked whether the Policy Advisory Board feels it should wait for a legal opinion from County Counsel.

Mr. Scott moved to recommend to the Board further study of this option, duly seconded by Commissioner Bogle.

Mr. Scott explained that his goal is to have the very best service possible at the lowest cost, and to ensure that all options have been thoroughly evaluated.

Following discussion, the motion was considered, and it is unanimously

ORDERED that the Policy Advisory Board recommends the Board of Commissioners authorize EMS staff to move ahead to explore the option of a Public Emergency Ambulance Service.

Mr. Kressel stated he would like to discuss issues with the lawyers involved before submitting his opinion, and requested a month be allowed for submission of his memo. He added he did not feel it was necessary for the Board to wait for the legal opinion before authorizing EMS staff to proceed.

Following discussion, Commissioner Anderson stated that she would like to have the EMS staff and County Counsel work on assignments at the same time, in order to maximize time spent and reduce delays.

Following further discussion, Commissioner Bauman requested he be authorized to work with EMS and DHS staff to explore another option which is to maintain the present system, but to add an authoritative medical position under the auspices of the County over all three systems, and to develop a PUC type rate structure.

Mr. Acker explained that this proposal is very close to those that have been presented to and rejected by the Policy Board, but agreed to cooperate if the Board wishes to explore this option.

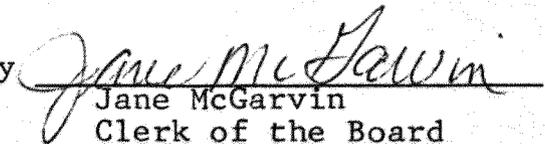
Following discussion, Commissioner McCoy ruled that EMS and DHS staff will work with Commissioner Bauman and provide information he needs; and develop the statistics needed by the Board to determine whether a public option is viable. At the same time, County Counsel will work with lawyers involved, and submit his opinion to the Board.

Upon concurrence of the Board, it was determined that another joint meeting be held to discuss the option of public emergency ambulance services on Tuesday, May 2, 1989 at 9:30 a.m. in Room 602 of the County Courthouse.

Note: The time was later changed to 1:30 p.m.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

By   
Jane McGarvin  
Clerk of the Board

jm  
cc: Emergency Medical Services

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# 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

April 4, 1989

Mr. Duane Zussy, Director  
Department of Human Services  
426 SW Stark  
Portland, OR

Dear Mr. Zussy:

Be it remembered, that at a meeting of the Board of County Commissioners held April 4, 1989, the following action was taken:

Commissioner McCoy explained that the hearing today is different in that the Emergency Medical Services Advisory Committee and the Board will be sitting jointly to consider protocols, and to review and explore a public option for providing ambulance services.

The following matter was heard before the Emergency Medical Services Policy Advisory Board:

In the matter of Basic and Advanced Life Support )  
Protocol changes and additions )

Joe Acker, Emergency Services Director, explained the process for approval and implementation of the proposed Protocol changes, and said they will become a part of the protocols that guide Emergency Technician Paramedics within Multnomah County in the care they provide. He said the proposed changes (22) are listed on the third page of materials submitted to the Board; and added they were developed by the protocol subcommittee which includes representatives from Multnomah, Clackamas, and Washington Counties in an attempt to standardize Tri-County protocols for paramedics. The Multnomah County Medical Advisory Board has approved the changes, and are recommending approval by the Policy Advisory Board for inclusion in the Advanced and Basic Life Support protocols.

Upon motion of Commissioner Bogle, duly seconded by Mr. Scott, it is unanimously

ORDERED that said Protocol changes be approved, and recommendation be forwarded to the Board of Commissioners for consideration.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

By Jane McGarvin  
Jane McGarvin  
Clerk of the Board

jm  
cc: Emergency Medical Services



## GLADYS McCOY, Multnomah County Chair

Room 134, County Courthouse  
1021 S.W. Fourth Avenue  
Portland, Oregon 97204  
(503) 248-3308

April 4, 1989

Hon. J. E. "Bud" Clark  
Mayor, City of Portland  
1220 S.W. 5th Avenue  
Portland, Oregon 97204

Dear Mayor Clark:

The Multnomah County Commissioners and Multnomah County Sheriff's Office urge the City of Portland to remain in the County-wide False Alarm Reduction Program administered by the Sheriff's Office.

The False Alarm Reduction Ordinance was initiated by Multnomah County in 1975. It has been a success, achieving a rate of false alarms per user believed unsurpassed in the United States. It is viewed as a national model.

Collectively the alarm users of Multnomah County have, always since the inception of the Ordinance, achieved a low average number of false alarms per year. The average number in 1988, was 1.14 per user. However, the fact that the total number of alarm users has grown to over 30,000, and continues to grow at the rate of approximately 4,000 per year, has produced a burden for police. Police in Multnomah County responded to 33,208 false alarms in 1988.

To address this problem, the Sheriff's Office formed an Interagency Task Force in 1988, composed of representatives of the alarm industry and each city. A consensus was reached on a new proposed Ordinance which tightens sanctions on false alarms. One of the key features of the Ordinance is the continued centralized administration.

Concerns which were raised about the method of administration of the Ordinance have been addressed. A computer system has been installed which will contribute to providing faster action and providing management information. Additional permanent staff will be hired to assist with these goals and with intensified management of the program.

In 1975 when the program was initiated, we recognized and agreed that the number of false alarms to which police responded was a serious problem. We agree that an intensified effort is needed to further reduce the number of false alarms. The new proposed Ordinance and the administrative improvements we are making will achieve this goal.

Hon. J. E. "Bud" Clark  
April 3, 1989  
Page 1

For example, we will conduct educational outreach programs and we will troubleshoot chronic false alarm sources. We will continue the Interagency Task Force to address new problems as they arise.

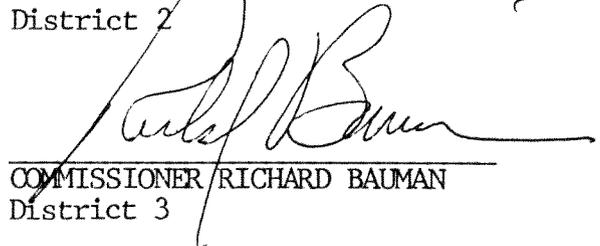
It makes no sense to fragment the administration of this County-wide program which has worked so well.

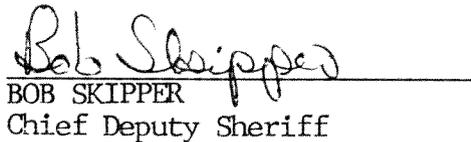
Sincerely,

  
GLADYS McCODY  
Multnomah County Chair

  
COMMISSIONER GRETCHEN KAFOURY  
District 2

  
COMMISSIONER PAULINE ANDERSON  
District 1

  
COMMISSIONER RICHARD BAUMAN  
District 3

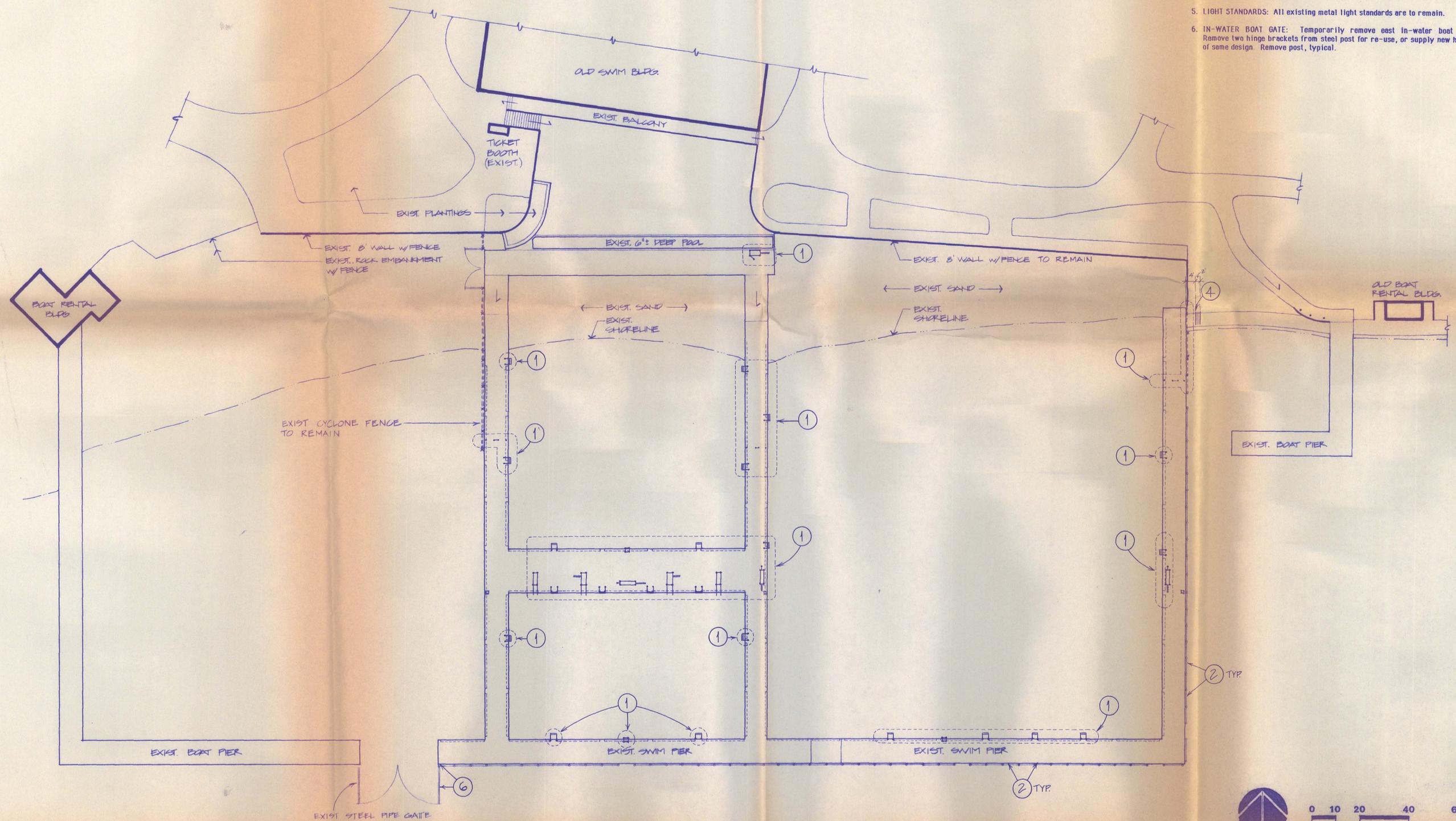
  
BOB SKIPPER  
Chief Deputy Sheriff

GM:iar  
cc: Commissioners, City of Portland



**DEMOLITION PLAN NOTES**

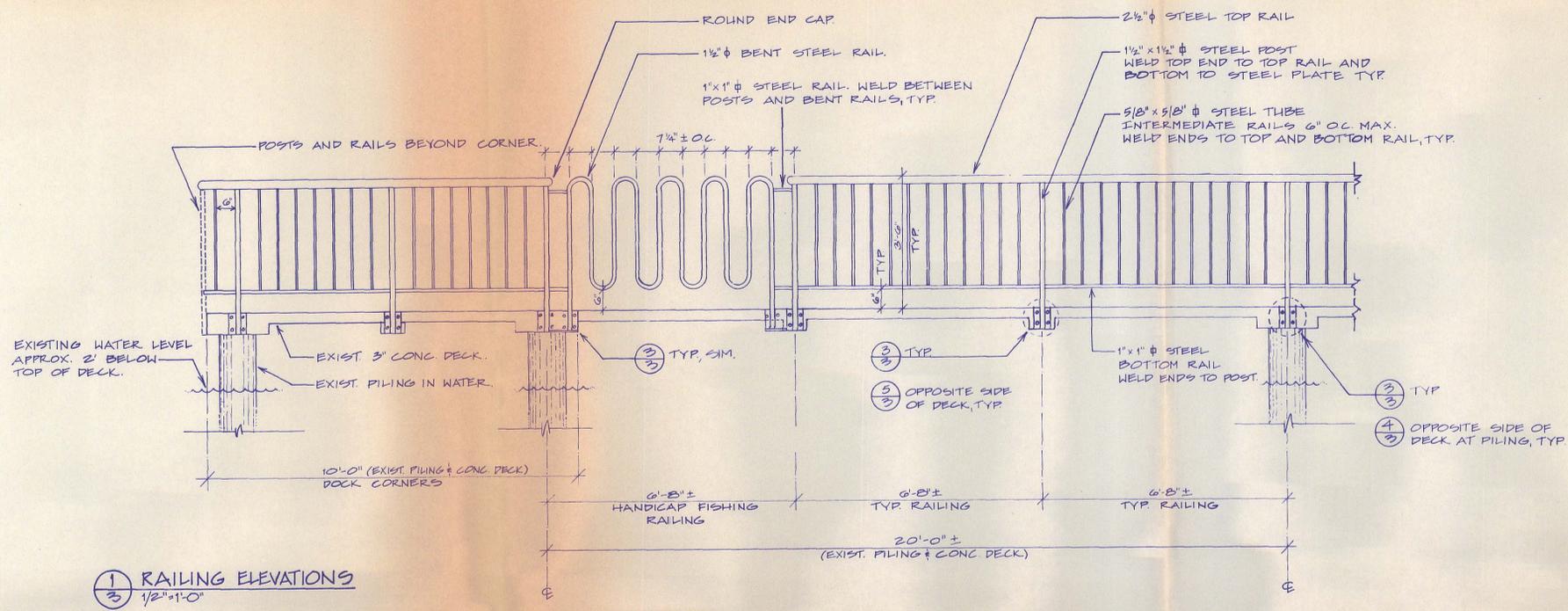
1. **EXISTING SWIM EQUIPMENT:** Remove all existing swim equipment such as ladders, lifeguard towers, and diving towers. Deliver to the Curry Building at the park. Contractor may deliver equipment in whole or in pieces, except for ladders: unbolt non-in-water ladders intact and in whole; do not damage, cut or bend.
2. **EXISTING HANDRAILS:** Remove and salvage all existing steel handrails and steel posts. Unbolt existing steel plates from side of concrete deck. Most handrails are fastened together with allen screws in "Nu-rail" connectors. Deliver salvaged material in maximum twenty foot sections to the Curry Building at the park.
3. **EXISTING CHAIN LINK FENCE:** Remove and salvage existing chain link fence shown including posts, rails, fabric and other hardware. Deliver non-reused materials to the Curry Building at the park. Existing 2 1/2" x 8" post next to retaining wall shall remain.
4. **EXISTING CONCRETE REMOVAL FOR NEW CONCRETE RAMP:** Saw cut 2 inch depth existing concrete walk six feet from concrete dock. Chip surface of existing concrete to 2 inch depth and minimum 2 foot width westward of saw cut. Dispose chippings off-site legally.
5. **LIGHT STANDARDS:** All existing metal light standards are to remain.
6. **IN-WATER BOAT GATE:** Temporarily remove east in-water boat gate. Remove two hinge brackets from steel post for re-use, or supply new hinges of same design. Remove post, typical.



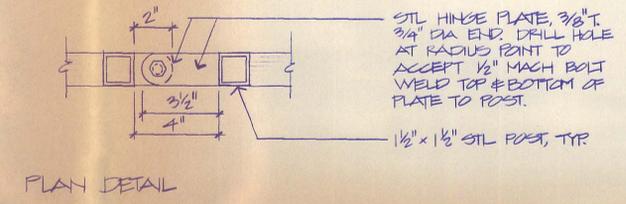
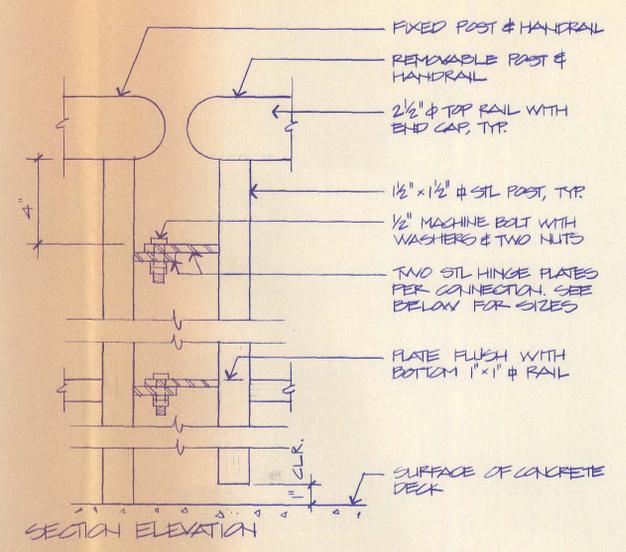
**Walsh & Associates**  
 Landscape Architects  
 400 W. 16th Street, Vancouver, WA 98660  
 (206) 696-9890

**DEMOLITION PLAN - PHASE ONE**  
 OLD SWIM AREA - PHASE ONE  
 PIER MODIFICATIONS  
 BLUE LAKE PARK  
 MULTNOMAH COUNTY  
 PARKS SERVICES DIVISION

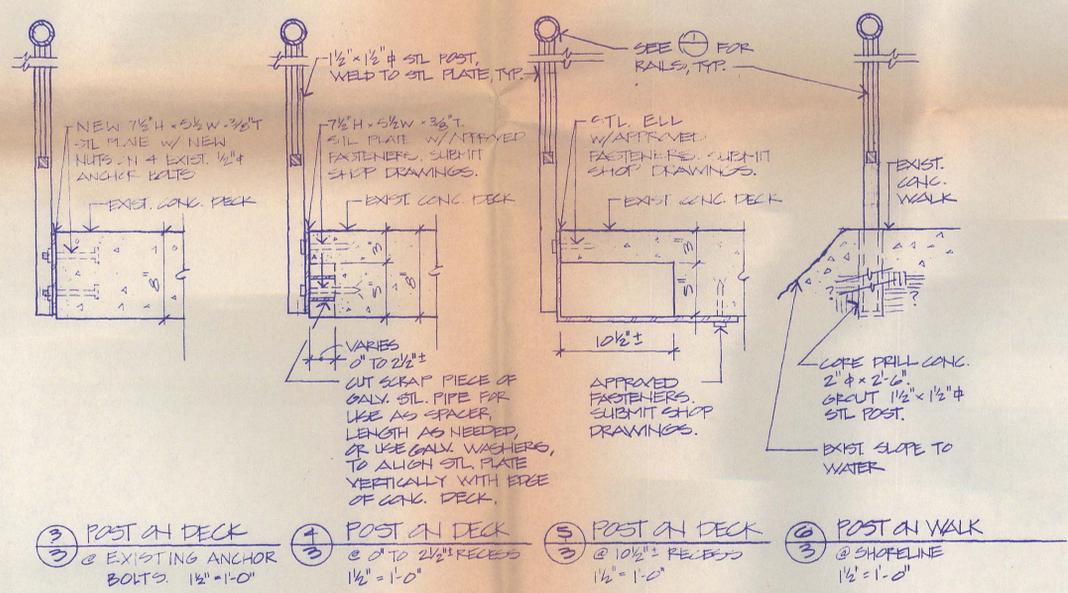
REVISIONS	
DATE	2-24-89
JOB	BL 8806
DRAWN	GSP DRL
SHEET	2



1 RAILING ELEVATIONS  
1/2" = 1'-0"



2 REMOVABLE HANDRAIL HINGE  
1/4" = 1"



REVISIONS


DATE	3-24-89
JOB	EL 8800
DRAWN	FRL & COP
SHEET	3