



# MULTNOMAH COUNTY OREGON

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

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

AGENDA OF  
MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS  
FOR THE WEEK OF  
JUNE 5 - 9, 1989

Tuesday, June 6, 1989 - 9:30 AM - Planning Items . . . Page 2  
Tuesday, June 6, 1989 - 1:30 PM - Informal Meeting . . Page 4  
Thursday, June 8, 1989 - 9:30 AM - Formal. . . . . Page 5

Tuesday, June 6, 1989 - 9:30 AM

Multnomah County Courthouse, Room 602

1. The following Decisions of the Planning Commission of May 8, 1989, reported to the Board for acknowledgement by the County Chair: Case CU 6-89 - Approve, subject to conditions, conditional use request for Phases I and II of the request to remove and sell clay material from the subject property, for property located at 14545 NW St. Helens Road
2. Auto Wrecker's License renewal with recommendation of Planning Division and Sheriff's Office that same be approved for Tony Schneider, dba A-1 Discount Auto Wrecking, 12010 North Columbia Blvd.
3. Review the decision of the Planning Commission of February 13, 1989, Case HV 1-89, approving requested minor variance of front yard setback and denying requested major variance of side yard variance for property located at 13808 SE Raymond Street.

This item was before the Board on April 4, 1989, and continued to this date at the request of the applicant's attorney, stating that a solution was reached regarding the setback for the property. However, in order to protect both parties, he requested the Board continue the matter for 60 days which would allow preparation and signature completion for all documents.

All documentation in this matter has not been completed and the attorney is requesting a further continuance.

4. Final Order, Case PD 1-89, in the matter of the Decision of the Planning Commission of March 13, 1989, approving, subject to conditions, requested change in zone designation from MR-4, medium density residential district, to MR 4, P-D, planned-development overlay, to allow use of "garden apartment style" apartment structures on a 6.48-acre site and deny requested four-unit density bonus, all for property located at 20255 NE Halsey Street.

5. In the matter of reviewing the decision of the Planning Commission of February 27, 1989, Case CS 1-89, approving, subject to conditions, change in zone designation from EFU to EFU-C-S, community service, for approximately 55 acres, to allow its inclusion in a redesigned 18-hole golf course with the specific accessory uses previously approved under CS 11-83 on an adjacent site covering approximately 145 acres (200 acres total size) all for property located at 15105 NW Sauvie Island Road.

This item was before the Board on May 9, 1989 and continued to this date as a DeNovo Hearing with testimony limited to 45 minutes per side - **PUBLIC HEARING**

6. In the matter of a Request for Refund of Transcript Fee for CS-189 (Sauvie Island Golf Course)
7. Budget Modification DJS #28 making an appropriation transfer in the amount of \$20,000 within Community Corrections, Federal/State Fund, from Professional Services to Capital Outlay, Equipment, for the purchase of computers and related equipment

INFORMAL BRIEFING

1. Legislative Briefing (if needed) - Fred Neal, Howard Klink

PUBLIC TESTIMONY WILL NOT BE TAKEN AT INFORMAL MEETINGS

Tuesday, June 6, 1989 - 1:30 PM

Multnomah County Courthouse, Room 602

INFORMAL

1. Informal Review of Bids and Requests for Proposals:
    - a) Court Holding Docks
  2. Bi-State Gorge Commission Update - Kris Olson Rogers, Dick Benner
  3. Presentation of Juvenile Services Comprehensive Plan - Duncan Campbell
  4. Options for the future structure of Metropolitan Community Action - Commissioner Rick Bauman
  5. Presentation of proposal to develop Kenton Hotel into Facility to assist Homeless Veterans - Grant Remington
- Informal Review of Formal Agenda of June 8

PUBLIC TESTIMONY WILL NOT BE TAKEN AT INFORMAL MEETINGS

Thursday, June 8, 1989, 9:30 AM

Multnomah County Courthouse, Room 602

Formal Agenda

CONSENT CALENDAR

DEPARTMENT OF JUSTICE SERVICES

- C-1 Liquor License application submitted by Sheriff's Office with recommendation that same be approved as follows: Foster Food Mart, 12918 SE Foster (Package Store License Renewal)

DEPARTMENT OF ENVIRONMENTAL SERVICES

- C-2 Order in the matter of accepting a deed from Dorothy P. Beall for Road Purposes on Gillihan Road
- C-3 Order in the Matter of the Vacation of NE 123rd Place from NE Halsey Street to NE Wasco Street, Vacation No. 4973 (sets June 29, 1989 at 9:30 AM in Room 602, County Courthouse as time and place for hearing; and directs County Engineer to provide notice of hearing to adjacent property owners)

REGULAR AGENDA

BOARD OF COUNTY COMMISSIONERS

- R-4 In the matter of the appointments to the City/County Plastics Recycling Task Force: David McMahon, Jeff Gage, Betsy Brumm, Judy Wyers, Steve McCutchan, James Posey, Linda Sevier, Jerry Herrmann, Diana Tracy, Louise Jones, Jeanne Roy, Sharon Richter, Quincey Sugarman
- R-5 In the matter of appointments and reappointments to the following Boards and Commissions:
- a) Merit System Civil Service Council: reappointment - John M. Wight - Term expires 6/95
  - b) Citizens Involvement Committee: appointments - Chris Wrench, Scott Holzem; reappointments - Sara Lamb, Jean Ridings, Frank Jenkins, Chuck Hernden, Dennis Payne, Dick Levy, and John Miller - Terms expire 4/91
  - c) Parks Advisory Committee: appointments - Christine Lightcap, Vivian Starbuck - Terms expire 6/92
  - d) DUII Advisory Board: appointments - Elsie McFarland, Carol L. Bonnono - Terms expire at the end of the grant

DEPARTMENT OF HUMAN SERVICES

- R-6 Resolution in the Matter of Implementation of the Multnomah County Juvenile Services Comprehensive Plan for Fiscal Year 1989-91 (TIME CERTAIN at 9:30 AM)

DEPARTMENT OF GENERAL SERVICES

- R-7 Budget Modification DGS #18 making an appropriation transfer in the amount of \$14,300 within Assessment & Taxation from Personnel to Materials & Services (Printing - \$550, and Postage - \$13,750) in order to mail 55,000 value reduction notices to property owners during May

DEPARTMENT OF HUMAN SERVICES

- R-8 In the matter of ratification of an Intergovernmental Agreement with Washington County for temporary custody of juveniles at the Donald E. Long Home pending disposition of cases referred to the program, for period July 1, 1989 to June 30, 1990
- R-9 In the matter of ratification of Modification #1 to the Visiting Nurse Association Contract, adding and deleting hours, for a net increase of \$13,000 Oregon Project Independence Funds, through June 30, 1989

NONDEPARTMENTAL

- R-10 Budget Modification NonDept'1 #21 making an appropriation transfer in the amount of \$44,610 from General Fund Contingency to Health Services to fund two Teen Clinics through the summer

DEPARTMENT OF JUSTICE SERVICES

- R-11 Budget Modification DJS #27 making an appropriation transfer in the amount of \$500 within Medical Examiner's Office, from Materials & Services to Capital Outlay, for the purchase of an audioviewer projector
- R-12 Notice of Intent to file grant application from Fred Meyer Charitable Trust for the Columbia Villa/Tamarack Community Service zone, for \$300,000 per year for three years

BOARD OF COUNTY COMMISSIONERS

- R-13 In the matter of ratification of an enabling intergovernmental agreement whereby the City of Portland Bureau of Emergency Communications will provide 9-1-1 Emergency Services Communications for Multnomah County, City of Gresham and City of Troutdale
- R-14 Resolution in the Matter of Endorsing the Proposal to Develop the Kenton Hotel into a Facility to assist Homeless Veterans
- R-15 Resolution in the Matter of Supporting the Transport of Solid Waste in the Columbia Gorge by Means Other Than Trucking

Thursday Meetings of the Multnomah County Board of Commissioners are recorded and can be seen at the following times:

Thursday, 10:00 PM, Channel 11 for East and West side subscribers

Friday, 6:00 P.M., Channel 27 for Rogers Multnomah East subscribers

Saturday 12:00 PM, Channel 21 for East Portland and East County subscribers

jm/bj  
0499C.54-60t



# MULTNOMAH COUNTY OREGON

# 1 6/6/89  
Jmf - 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: May 31, 1989

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

OFFICE OF  
 COUNTY COMMISSIONERS  
 1989 MAY 31 PM 2:18  
 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, June 6, 1989.

Bid/RFP No.	Description/Buyer	Initiating Department
B61-100-3527	COURT HOLDING DOCKS	DES/FM
		Contact: Gary Hall Phone: 5128
		Contact:
		Buyer: Ex. 5111 Phone:
		Contact:
		Buyer: Ex. 5111 Phone:

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

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

TO: Daily Journal of Commerce

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

**MULTNOMAH COUNTY**

COURT HOLDING DOCKS

Bids Due June 27, 1989 at 2:00 P.M.  
Bid No. B61-100-3527

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

The Construction of casework to increase security of inmates appearing in Courtrooms 1 & 2 of the Justice Center.

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** - June 15, 1989 @ 2:00 pm; Rm. 308 Justice Center, 1120 SW 3rd, Portland, OR 97204

**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.

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 June 9, 1989

PROJECT NUMBER JC 8803

PROJECT Courtrooms 1 and 2 Docks

LOCATION Justice Center

KIND OF WORK Construction

SUBMITTED BY Facilities and Property Management

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

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

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

**PROJECT MANUAL FOR CONSTRUCTION**



**MULTNOMAH  
COUNTY**

DEPARTMENT OF ENVIRONMENTAL SERVICES  
FACILITIES AND PROPERTY MANAGEMENT DIVISION

2505 S.E. 11TH AVENUE  
PORTLAND, OREGON 97202

(503) 248-3322

# MULTNOMAH COUNTY PROJECT MANUAL

DEPARTMENT OF ENVIRONMENTAL SERVICES  
FACILITIES AND PROPERTY MANAGEMENT DIVISION

2505 S.E. 11TH AVENUE

PORTLAND, OREGON 97202

(503) 248-3322

PROJECT NO. JC 8803

ARCHITECTS:

STRUCTURAL ENGINEERS:

MECHANICAL ENGINEERS:

ELECTRICAL ENGINEERS:

PROJECT MANAGER: Walter W. Heil, Jr.  
Justice Center Building Manager

PURCHASING DIRECTOR: Lillie Walker



PROJECT NUMBER JC 8803

PROJECT Courtroom 1 and 2 Docks

LOCATION Justice Center

KIND OF WORK Construction

SUBMITTED BY FAC. & PROP. MGMT. DIV.

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

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

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

**BIDDING PAGES FOR CONSTRUCTION**



**MULTNOMAH  
COUNTY**

DEPARTMENT OF ENVIRONMENTAL SERVICES

FACILITIES AND PROPERTY MANAGEMENT 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.

## BIDDING PAGES FOR CONSTRUCTION

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

- Section 00100 Bid Form
- Section 00130 Bid Bond
- Section 00160 Minority/Women Business Enterprise  
(MBE/WBE) Utilization Form
- Section 00170 Bidder Residency Statement
- Return Envelope

### Instructions to Bidders

- Section 00100 Bid Form: Complete form and sign where indicated. See Section 00200, Article 4.
- Section 00130 Bid Bond: Bid 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 or a Bid Bond on form similar to Section 00130 Bid Bond issued by a Surety meeting the requirements of paragraph 5.1 of the General Conditions.
- Section 00160 MBE/WBE Utilization Form: This form will only be included if there is a requirement for MBE and/or WBE participation on this Bid. Fill out the form completely to be eligible for bidding. See Sections 00050 "Invitation to Bid" and 00800 "Supplementary Conditions" in the Project Manual.
- Section 00170 Bidder Residency Statement: This form must be completed and signed to be eligible for bidding.
- Return Envelope: Submit these Bidding Pages in the sealed envelope before the deadline given in the Project Manual.

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 (if drawings are used).

**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 \_\_\_\_\_ at the Purchasing Section. Bids received after that time will not be accepted. Bids will be opened publicly and read aloud.

<b>FAILURE TO MEET ANY OF THE REQUIREMENTS BELOW WILL BE SUFFICIENT JUSTIFICATION TO REJECT A BID</b>
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**MANDATORY BIDDING REQUIREMENTS**

Bidders are required to attend a prebid conference on \_\_\_\_\_ at \_\_\_\_\_.

Attendance is mandatory for bid eligibility. Participants will be required to sign an attendance roster to document participation in conference.

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.

SECTION 00100 BID FORM

1. The undersigned Bidder proposes and agrees if this bid is accepted, to enter into an Agreement with Multnomah County in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price, within the Contract Time indicated in this Bid, and in accordance with the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. Bidder will sign the Agreement and submit the Performance Bond and other documents required by the Contract Documents within five (5) days after receiving Multnomah County's Notice of Award.
3. In submitting this Bid, Bidder represents as more fully set forth in the Agreement, that:

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

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.

- (b) Bidder has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as Bidder deems necessary.
- (c) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or a corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Multnomah County.
- (d) The undersigned certifies conformance with provisions of ORS 279.350 (prevailing wages), Executive Order 11246, and with applicable federal acts, and state regulations concerning affirmative action toward equal employment opportunities, pursuant to Section 00820, Equal Employment Opportunity Provisions.

BIDDER will complete the Work for the following price(s):

BASIC BID:

\_\_\_\_\_ \$ \_\_\_\_\_ .

ALTERNATES:            NONE

TOTAL:

\_\_\_\_\_ \$ \_\_\_\_\_ .

This Work must be completed within   90   calendar days from the time the Notice to Proceed is given by the Owner.

BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.

Accompanying this proposal is \_\_\_\_\_  
("Bidder's Bond", "Cash", or "Certified Check")

in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_),  
which amount is not less than ten (10) percent of the total amount of the bid.

The party submitting this proposal, and entering into the contract in case  
the award is made to him, is: \_\_\_\_\_  
("an individual", "a partnership", "a corporation")

entitled:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Mailing Address

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

\_\_\_\_\_  
State of Incorporation

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

NAME	ADDRESS
_____	_____
_____	_____
_____	_____
_____	_____

Signature of Bidder: \_\_\_\_\_ Name  
\_\_\_\_\_ Title  
\_\_\_\_\_ Date

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 \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, That we, \_\_\_\_\_

\_\_\_\_\_ as principal and the 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, exe-  
cutors, administrators and assigns and successors and assigns, firmly by the  
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:

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

\_\_\_\_\_ said bid and proposal, by reference thereto being hereby made a part thereof.

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 Executive within the time fixed by Multnomah County,  
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

SECTION 00170 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 non-resident 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 \_\_\_\_\_

SECTION 00200      INSTRUCTIONS TO BIDDERS

ARTICLE 1: Defined Terms

- 1.1 Terms used in these Instructions to Bidders have the meanings which are assigned to them in the Standard General Conditions of the Construction Contract, NSPE-ACEC Document 1910-8, CSI 56465 (1978 editions).
- 1.2 The term "Successful Bidder," pursuant to Chapter 279 of the Oregon Revised Statutes, means the lowest, qualified, responsible Bidder to whom Multnomah County makes an award.

ARTICLE 2: Copies of Bid Documents

- 2.1 Complete sets of the Bid Documents for the fee stated in the Advertisement and Invitation may be obtained from the Purchasing Director of Multnomah County.
- 2.2 Complete sets of Bid Documents shall be used in preparing Bids; neither Multnomah County nor Architect/Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.
- 2.3 Multnomah County makes copies of Bid Documents available on the above term solely for the purpose of obtaining Bids on the work and does not confer a license for any other use.

ARTICLE 3: Bidding Pages

- 3.1 The Bidding Pages, titled Part I of the Bid Documents, are separate from the Project Manual. Only (General) Contractors acting as Bidders need to receive and complete the Bidding Pages. Subcontractors and suppliers to the Bidders need only the Project Manual and Drawings.
- 3.2 The Bidding Pages consist of the Bid Form, the Bid Bond, the return envelope, and, when applicable, the Minority/Women Business Enterprise (MBE/WBE) Utilization Form.

ARTICLE 4: Bid Form

- 4.1 Section 00100 Bid Form is included in the Bidding Pages, Part I of the Bid Documents. Additional copies may be obtained from Multnomah County.
- 4.2 Bid Forms must be completed in ink or by typewriter. The Bid price of each item on the form must be stated in words and numerals; in case of a conflict, words will take precedence.
- 4.3 Bids by Corporations must be executed in the Corporate name by a Corporate officer authorized to sign. The Corporate address and state of incorporation shall be shown below the signature.

4.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature. The official address of the partnership must be shown below the signature.

**ARTICLE 5: Bid Bond**

Bid 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 or a Bid Bond on form similar to Section 00130 Bid Bond issued by a Surety meeting the requirements of paragraph 5.1 of the General Conditions.

**ARTICLE 6: Submission of Bids**

Bids shall be submitted at the time and place indicated in the Invitation to Bid and shall be included in the envelope provided which shall be marked with the Project title, bid number, and name and address of the Bidder and accompanied by the Bid Security and the Bidding Pages.

**ARTICLE 7: Modification and Withdrawal of Bids Prior to Bid Opening**

Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

**ARTICLE 8: Prequalification**

Prequalification of contractors for public improvements in excess of \$50,000 shall be mandatory, pursuant to the Multnomah County Public Contract Review Board's Administrative Rule 40.030.

The County may, in its discretion, also require prequalification of contractors for public improvements to be less than \$50,000.

All persons desiring to bid for contracts requiring prequalification shall submit a completed prequalification statement. Such statements must be actually received or postmarked to Multnomah County Purchasing Section by not later than 10 days prior to bid opening.

Contractors may, if they choose, prequalify with the State of Oregon, such prequalification having the same effect as prequalification with the County. For County purposes, a copy of the letter of notification of prequalification and photocopy of the State application booklet shall constitute proof of presumed prequalification to the monetary level specified by the State, pursuant to ORS 279.047. Such statements of proof of prequalification must be actually received or postmarked to Multnomah County Purchasing Section by not later than 10 days prior to bid opening.

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

## 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. \_\_\_\_\_." 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.

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:

\_\_\_\_\_  
County Counsel

By \_\_\_\_\_

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

**ARTICLE 1: Withdrawal of Bids After Bid Opening**

If, within twenty-four hours after Bids are opened, any Bidder files a duly signed written notice with Multnomah County Purchasing Director and promptly thereafter demonstrates to the reasonable satisfaction of Multnomah County that there was a material and substantial mistake in the preparation of his Bid, that Bidder may withdraw his Bid and the Bid Security will be returned.

**ARTICLE 2: Award of Contract**

- 2.1 Multnomah County reserves the right to reject any and all Bids, to waive any and all informalities and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, unresponsive or conditional Bids. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 2.2 If the contract is to be awarded, Multnomah County will give the Successful Bidder a Notice of Award within thirty days after the day of the Bid opening.

**ARTICLE 3: Bid and Performance Bonds**

- 3.1 Paragraph 5.1 of the General Conditions and the Supplementary Conditions set forth Multnomah County's requirements as to performance and other Bonds. When the Successful Bidder delivers the executed Agreement to Multnomah County, it shall be accompanied by a Performance Bond in the full amount of the contract. The bond must be satisfactory to the County Chair 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 County Chair 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 of further action by either party.
- 3.2 The Bid Bond of the Successful Bidder will be retained until such bidder has executed the Agreement and furnished the required Contract Performance Bond whereupon it will be returned.
- 3.3 The Bid Bond of the three apparent lowest Bidders may be retained by Owner until either the fifteenth day after the Notice of Award is given by Multnomah County and the required Contract Security is furnished, or the forty-sixth day after the Bid opening, whichever is less. Bid Bonds of other Bidders will be returned within fifteen days after the Bid opening.

**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.

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.

## 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 1 - 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. \$500,000 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.

Section 00820 . EQUAL EMPLOYMENT OPPORTUNITY PROVISIONS  
Portland Area Affirmative Action Plan  
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 B.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.

l. 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.

STANDARD FORM - 257 (Aug. 1976) As prescribed by the Dept. of Labor (OPCCP)	MONTHLY EMPLOYMENT UTILIZATION REPORT (See reverse for instructions)	Reporting Period (Month, Year)
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This report is required by Executive Order 11246, Section 203. Failure to report can result in sanction: which include suspension, termination, cancellations or debarment of contract.

To: (Name and location of Compliance Agency)  Dept. of Administrative Services 2505 S. E. 11th Avenue Portland, Oregon 97202	From: (Name and location of contractor)
--	---

1. Company's Name (I.D.)	2. Trade	3. Work Hours of Employment (See footnote)							4. % minority w/h of total w/h	5. Total number of minority employees	6. Total number of employees
		Classifications	a. Total	b. Black	c. Hispanic	d. Amer. Indian	e. Asian/Pacific Island	f. Female			
		C									
		AD									
		Tr									
		C									
		AD									
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7. Company Official's Signature and Title	8. Date Signed	9. Telephone Number (Include Area Code)
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(\* Males & Females \*\* Minorities & non-minorities)

INSTRUCTIONS FOR FILING EMPLOYMENT UTILIZATION REPORT (SF-257)

The Employment Utilization Report is to be completed by each subject contractor (both prime and subcontractors) and signed by a responsible official of the company. The reports are to be filed on the day required, each month, during the term of the contract, and they shall include the total work-hours worked for each employee level in each designated trade for the entire reporting period. The prime contractor shall submit a report for its aggregate work force and shall collect and submit reports for each subcontractor's aggregate work force to the Federal Compliance Agency that is funding their construction project.

- Reporting Period . . . . . Self-explanatory.
- Compliance Agency . . . . . U. S. Government contracting or administering agency responsible for equal employment opportunity on the project.
- Contractor . . . . . Any contractor who has a construction contract with the U. S. Government or applicant (See OFCCP Regs. 60-1.3).
1. Company's Name . . . . . Any contractor or subcontractor who has a federally involved contract.
2. Trade . . . . . Only those crafts covered under applicable Federal EEO bid conditions.
3. Work-hours of Employment . . . . . The total number of hours worked by all employees in each classification; the total number of hours worked by each minority group in each classification and the total work-hours for all women.
- Classification . . . . . The level of accomplishment or status of the worker in the trade. (C = Craftworker - Qualified, Ap = Apprentice, Tr = Trainee)
4. Percent of minority work-hours of total work-hours . . . . . The percentage of total minority work-hours worked of all work-hours worked. (The sum of columns b, c, d and e divided by column a.)
5. Total Number of minority employees . . . . . Number of minority employees working in contractor's aggregate work force during reporting period.
6. Total Number of Employees . . . . . Number of all employees working in contractor's aggregate work force during reporting period.

\* Minority is defined as including Blacks, Hispanics, American Indians and Asian and Pacific Islanders - both men and women.

# **PREVAILING WAGE RATES**

**for**

## **Public Works Contracts in Oregon**



# **BOLI**

*Mary Wendy Roberts*

*Commissioner*

*Bureau of Labor and Industries*

**Effective January 1, 1988**



# BUREAU OF LABOR AND INDUSTRIES

Mary Roberts, Commissioner

January 1, 1988

This booklet contains the Prevailing Wage Rates for the building and construction trades in the State of Oregon. These rates are effective January 1, 1988. 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**  
1230 NE Third, Suite A244  
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	776-6013
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	TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
<b>ASBESTOS WORKERS</b>			<b>DREDGING</b>		
Including insulation of piping and other mechanical surfaces.			o Leverman Hydraulic		
	\$15.40	\$3.78	o Leverman-Dipper		
<b>BOILERMAKERS</b>	19.67	4.50	o Asst. Engineer (including: Watch Engineer, Welder, Mechanic, Machinist)		
<b>BRICKLAYERS/Stonemasons</b>			o Tenderman (Boatman, Attending Dredge Plan); Fireman		
Area 1	17.88	3.58	o Assistant Mate (Deckhand); Oiler		
Area 2	16.25	3.88	<b>DRYWALL/WETWALL</b>		
Area 1			o Drywall (Accoustical and Drywall Applicator)		
Baker Hood River Polk Wallowa			o Wetwall (Lather)		
Clackamas Malheur (a) Sherman Wasco (b)			<b>ELECTRICIANS</b>		
Clatsop Marion Tillamook Washington			Area 1:		
Columbia Morrow Umatilla Yamhill			o Electricians		
Gilliam Multnomah Union			o Cable Splicers		
Area 2			Area 2:		
Benton Douglas Josephine Linn			o Electricians		
Crook Grant Klamath Malheur (c)			o Cable Splicers		
Coos Harney Lake Wasco (d)			Area 3:		
Curry Jackson Lane Wheeler			o Electricians		
Deschutes Jefferson Lincoln			o Cable Splicers		
a) North half			Area 4:		
b) North of the City of Maupin			Where the cost of electrical work (labor and material) is less than or equal to \$100,000:		
c) South half			o Electricians		
d) Including the City of Maupin and South thereof			o Cable Splicer		
<b>CARPENTERS</b> (see page 11)			Where the cost of electrical work (labor and material) is more than \$100,000:		
<b>CEMENT MASONS</b> (see page 11)			o Electricians		
<b>DIVERS &amp; DIVERS' TENDERS</b>			o Cable Splicer		
o Divers	41.74	3.67	Area 5:		
o Divers' Tenders	18.36	3.67	o Electricians		
Depth Pay and Enclosure Pay are added to the Divers' Basic Hourly Rate to obtain the Total Hourly Rate for the diver.			o Cable Splicer		
BASIC HOURLY RATE	HOURLY PAY	HOURLY ENCLOSURE PAY	Area 6:		
= DIVERS' HOURLY PAY			o Electricians		
o Divers' Depth Pay			o Cable Splicers		
Depth of Dive	Hourly Depth Pay		Area 1		
50-100 ft	([total ft- 50] x \$1.00)/hr.		Area 2		
100-150 ft	\$ 50 + ([total ft-100] x \$1.50)/hr.		Area 2(cont)		
150-200 ft	\$125 + ([total ft-150] x \$2.00)/hr.		Area 3		
o Divers' Enclosure Pay(working without vertical escape)			Malheur Baker Gilliam Union Umatilla Coos Curry Lincoln Douglas (a) Lane (a)		
Distance Travelled In the Enclosure	Hourly Enclosure Pay				
5 - 50 ft	\$ .50/hr				
50 - 100 ft	\$ .63/hr				
100 - 150 ft	\$ 2.13/hr				
150 - 200 ft	\$ 4.63/hr				
200 - 300 ft	\$ 4.63 + ([total ft-200]x \$.05)/hr				
300 - 450 ft	\$ 9.63 + ([total ft-300]x \$.10)/hr				
450 - 600 ft	\$24.63 + ([total ft-450]x \$.20)/hr				

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
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ELECTRICIANS (continued)

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

- 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	19.16	3.87 + a	
o Helper	13.41	3.87 + a	
o Probationary Helper	9.58	-	

Area 2			
o Mechanic	19.45	3.88 + a	
o Helper	13.62	3.88 + a	
o Probationary Helper	9.73	-	

- 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.

Area 1	Area 2
Umatilla	All
Wallowa	Remaining
Union	Counties
Baker	

GLAZIERS

Area 1	17.77	3.08
Area 2	13.76	1.72

Area 1	Area 2
All Counties except Malheur	Malheur

IRONWORKERS

o Structural, Reinforcing, Ornamental, Riggers, Fence Erectors, Signal Men	18.26	5.46
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TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
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LABORERS (see page 11)

LIMITED ENERGY ELECTRICIANS

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

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

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

LINE CONSTRUCTION

Area 1		
Zone 1 (Base Rate):		
o Group 1	21.25	3.99
o Group 2	19.21	3.92
o Group 3	15.35	3.79
o Group 4	16.56	3.13
o Group 5	14.49	3.06
o Group 6	13.63	3.03

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. Srvman	14.57	2.76
o Groundman	11.55	2.65

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS	
<b>LINE CONSTRUCTION (continued)</b>			
<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 Leadman Pole Sprayer	Certified Lineman Welder 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 Jackhammer Man Powderman	Groundman		
<u>Area 2</u> Malheur County			
<b>MARBLE SETTERS (Includes Granite)</b>			
Area 1	18.88	3.58	
<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>			
<u>Area 1</u>			
o Painter & Drywall Tapers	12.02	2.01	
<u>Area 2</u>			
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	15.48	4.05	
<u>Area 1</u>	<u>Area 2</u>		
Malheur County	Remaining Counties		

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS	
<b>PLASTERERS</b>			
Area 1	16.85	4.02	
Area 2	15.93	4.76	
<u>Area 1</u>	<u>Area 1(cont)</u>	<u>Area 1(cont)</u>	<u>Area 2</u>
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)	18.60	4.65	
Area 2 (Both)	21.75	4.91	
Area 3 (Both)			
-on projects less than 20,000 sq. ft.	13.70	3.93	
-on all other projects	17.00	4.00	
<u>Area 1</u>	<u>Area 2</u>	<u>Area 3</u>	
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>			
<b>ROOFERS</b>			
<u>Area 1:</u>			
o Roofers	14.85	3.70	
o Handling coal tar pitch	16.34	3.70	
<u>Area 2:</u>			
o Roofers	14.75	2.22	
o Application or removal of coal tar products	16.75	2.22	
<u>Area 3:</u>			
o Roofers	12.75	2.70	
o Irritat. Material	14.25	2.70	
<u>Area 4:</u>			
o Roofers	14.75	3.10	
o Handling Irritating Materials	16.75	3.10	
<u>Area 5:</u>			
o Roofers	17.38	2.55	
o Handling Irritating Materials	20.38	2.55	
<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	

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
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TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
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**ROOFERS (continued)**

Area 3 Malheur	Area 4 Umatilla Union Wallowa	Area 5 Morrow	
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**SHEETMETAL WORKERS**

Area 1	Building Trades Journeyman	16.55	4.46
	Architectural (a) Journeyman	14.43	3.76
Area 2		16.40	3.01
Area 3		18.36	4.09
Area 4		15.98	2.70
Area 5		16.13	2.70

**Area 1**

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

**Area 2**

Baker	Area 3 Morrow	Area 4 Coos	Area 5 Douglas
Malheur	Umatilla Union Wallowa	Curry Lane (b)	Klamath Lake Lane (c) Jackson Josephine

a) Architectural work is a job-site exterior work only on gutters, downspouts, scuppers, conductor heads, flashing, metal roofing and siding, including job-site roll formed, decking, louvers, gravity type ventilators, fascia, soffits, window wall, column covers, pre-engineered metal buildings and sandwich type wall systems such as Alucobond, Robertson, Molenco or Inryco.

b) West of Coast Range      c) East of Coast Range

**SOFT FLOOR LAYERS**

Area 1	15.01	3.30 + 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

**SPRINKLER FITTERS**

20.30	3.55
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**TENDERS TO MASON TRADES**

Tenders for Bricklayers, Tile Setters, Marble Setters and Terrazzo Workers; Topping for Cement Finishers and Mortar Mixers.

o Where the cost of brick and block masonry work (labor and material) is less than \$200,000 (this rate not applicable to fire brick, refractory material, cleaning, pointing, caulking or restoration work):

	12.05	3.65
o All Other Work	14.05	3.65

**TENDERS TO PLASTERERS**

o Where the cost of the plastering work (labor and material) is less than \$200,000:

12.05	3.65
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o Where the cost of the plastering work (labor and material) is more than \$200,000:

13.56	3.65
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**TILE SETTERS**

Area 1	17.10	3.55
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Area 2	16.05	2.65
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**Area 1      Area 1(cont)      Area 2      Area 2(cont)**

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

**TILE & TERRAZZO HELPERS**

Area 1	13.32	2.20
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**Area 1**

Baker	Hood River	Sherman	Wallowa
Clackamas	Malheur (a)	Tillamook	Wasco (b)
Clatsop	Morrow	Umatilla	Washington
Columbia	Multnomah	Union	Yamhill (a)
Gilliam			

a) North half      b) North of Maupin

**TRUCK DRIVERS (see Page 11)**

**WELDERS; RIGGERS**

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, CEMENT MASONS, LABORERS, POWER EQUIPMENT OPERATORS and TRUCK DRIVERS**

Under the following circumstances a rate lower than the basic hourly rate may be used for these five 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 description of when the lower rates may be used)

LESS THAN  
100%      100%

Zone 1 (Base Rate):*			
o Group 1	14.04	17.02	3.67
o Group 2	14.16	17.17	3.67
o Group 3	14.24	17.27	3.67
o Group 4	14.36	17.42	3.67
o Group 5	14.12	17.12	3.67
o Group 6	14.20	17.22	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. Mailing 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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**CEMENT MASONS<sup>1</sup>**

	LESS THAN 100%	100%	
Zone 1 (Base Rate):			
o Cement Masons	13.35	16.19	4.72
o Composition Workers (includes installation of epoxy & other resinous toppings), and Power Mach. Oper.	13.61	16.51	4.72

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

- Zone 1: Projects within 30 miles of City Hall in the cities listed below.
- Zone 2: More than 30 miles but less than 400 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

Astoria	Eugene	Newport	Roseburg
Bend	Klamath Falls	Pasco	Salem
Coos Bay	Longview	Pendleton	The Dalles
Corvallis	Medford	Portland	Vancouver

**LABORERS<sup>1</sup>**

	LESS THAN 100%	100%	
Zone 1 (Base Rate): <sup>2</sup>			
o Group 1*	10.67	12.84	4.65
o Group 2	10.95	13.19	4.65
o Group 3	11.19	13.49	4.65
o Group 4	11.39	13.74	4.65
o Group 5	8.00	8.00	4.65

\*Group 1 Laborers who meet the following description only:

Group 1 Laborers (not involved in the pouring of concrete) on projects of less than \$1.0 million involving the construction, reconstruction, major renovation or painting of buildings. (The work done on a building must constitute at least 20% of the total project price to use this rate.) In determining the \$1.0 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 and are subordinate and incidental to the major purpose of the project.

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
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**LABORERS (continued)**

Group 1

Asphalt Plant Laborers	General Laborer
Asphalt Spreaders	Guardrail, Median
Batch Weighman	Rail (c)
Broomers	Leverman or Aggregate
Brush Burners/Cutters	Spreader (d)
Carpenter Tender	Material Yard Man (e)
Car & Truck Loaders	Powderman Tender
Change-House Man	Railroad Track Laborers
Choke Setter	Ribbon Setters (f)
Chipper Operator (a)	Rip Rap Man (Hand
Clean-up Laborers	Placed)
Concrete Laborers	Road Pump Tender
Culvert (hand labor)	Sewer Laborer
Curing, concrete	Signalman
Demolition, wrecking	Skipman
and moving	Slopers
Driller Tender	Sprayman
Dry-shack Man	Stake Chaser
Dumpers, road oiling	Stockpiler
crew	Timber Faller/Bucker
Dumpmen for grading	(Hand Labor)
crew	Toolroom Man (Job site)
Elevator Feeders	Tunnel Bull Gang
Fine Graders	(Above Ground)
Fire Watch	Weight-Man-Crusher (g)
Form Strippers (b)	

- a) Pittsburg or similar types
- b) Not swinging stages
- c) Reference Post, Guide Post, or Right-of Way Marker
- d) Flaherty, Loading Spotters or similar types
- e) Including electrical
- f) Including steel forms
- g) Aggregate when used

Group 2

Applicators (a)	Gunite or Pot Tender
Brush Cutters (b)	Handlers/Mixers (f)
Burners	Post Hole Digger, Air,
Choker Splicer	gas or electric
Clay Power Spreader(c)	Power Tool Operators (g)
Clean-up Nozzleman	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 Nozzleman	
Tender	

- 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)

<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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LABORERS (continued)

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, Strippers, Drillers(b)	Tunnel-Chuck Tenders, 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

Fence Builder  
Flagger  
Landscaping or planting laborer

POWER EQUIPMENT OPERATORS<sup>1</sup>

	LESS THAN		FRINGE BENEFITS
	100%	100%	
Zone 1 (Base Rate): <sup>2</sup>			
o Group 1	12.79	15.99	4.67
o Group 2	12.94	16.17	4.67
o Group 3	13.06	16.33	4.67
o Group 4	13.22	16.53	4.67
o Group 5	13.26	16.57	4.67
o Group 6	13.34	16.68	4.67
o Group 7	13.40	16.75	4.67
o Group 8	13.51	16.89	4.67
o Group 9	13.58	16.98	4.67
o Group 10	13.65	17.06	4.67
o Group 11	13.66	17.08	4.67
o Group 12	13.74	17.18	4.67
o Group 13	13.82	17.28	4.67
o Group 14	14.02	17.52	4.67
o Group 15	14.17	17.71	4.67
o Group 16	14.37	17.96	4.67
o Group 17	14.53	18.16	4.67
o Group 18	14.73	18.41	4.67
o Group 19	14.87	18.59	4.67

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

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

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

Group 1

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

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

Group 2

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

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

Group 3

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

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

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

Group 4

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

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

Group 5

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

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

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

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

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	Side-boom Cat	
Crusher Plant Operator	Stationary Drag Scraper	
Drill Cat Operator	Surface Heater and Planer	
Drill Doctor	Tractor (g)	
Drill Doctor (Bit Grinder)	Tractor (h)	
Grizzly Crusher	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



TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
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TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
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**TRUCK DRIVERS<sup>1</sup>**

	LESS THAN 100%	100%	
Zone 1 (Base Rate): <sup>2</sup>			
o Group 1	12.59	15.23	4.70
o Group 2	12.63	15.28	4.70
o Group 3	12.67	15.33	4.70
o Group 4	12.71	15.38	4.70
o Group 5	12.75	15.43	4.70
o Group 6	12.83	15.53	4.70
o Group 7	12.91	15.63	4.70
o Group 8	12.99	15.73	4.70
o Group 9	13.07	15.83	4.70
o Group 10	13.21	16.00	4.70
o Group 11	13.29	16.10	4.70
o Group 12	13.37	16.20	4.70
o Group 13	13.45	16.30	4.70
o Group 14	13.53	16.40	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
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

**TRUCK DRIVERS (Continued)**

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.



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.

(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"/> Contractor	<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

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.

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



## 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 14.15 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 of 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  
7-16-84

SECTION 01010 SUMMARY OF WORK

PART 1 - GENERAL

1.1 COVERED BY CONTRACT DOCUMENTS:

- A. Construction and installation of Laminated Honduras Mahogany and Plastic Laminate casework, counters, caps, and gates. Prewire casework for electrical connections and supply switches and hardware.

1.2 RELATED WORK:

- A. Contract Documents Sheets A1 and A2 with finish hardware schedule located on sheet A1.

1.3 CONTRACTS:

- A. Construct the work under a single, fixed-price contract, furnished by owners.

1.4 SUBMITTALS:

- A. Submit the Following:

1. Shop drawings: for casework and wood trim, show location of each item, dimensioned plans and elevations, large scale details, attachment devices and other components. Show requirements for backing.
2. Submit Casework Hardware Schedule.
3. Product Data: Submit manufacturers specifications and installation instructions for each item of Architectural Woodwork.
4. Samples:
  - a. Provide samples of wood and paneling showing full range of color and grain figure.
  - b. Provide full size assembled samples of trim and paneling shown in Details.

- B. Certification, AWI Quality Standards: indicate compliance with specified Quality Standard and Grade and other specified requirements for materials. Certificate will not be returned unless an error is observed.

1.5 PRODUCT DELIVERY, STORAGE AND HANDLING:

- A. Protect wood work during transit, delivery, storage and handling to prevent damage, soiling and deterioration.

## PART 2 - PRODUCTS

### 2.1 QUALITY GRADE:

Construct in accord with standards established by AWI Architectural Woodwork Quality Standards and Guide Specifications, for Premium Quality Grade.

### 2.2 MATERIALS AND FABRICATIONS:

A. Casework, General Requirements: Provide "flush overlay" construction except as specifically indicated.

1. Casework Portions: provide materials as shown or scheduled and as further specified.
  - a. Exposed Portions: provide materials as shown or scheduled and as further specified.
  - b. Semi-Exposed Portions: Douglas Fir, solid or AA plywood; meeting the requirements for the specified quality grade.
  - c. Concealed Portions: provide sound materials of any wood species. Fabricate cases from 3/4 inch plywood, except where otherwise indicated.
  - d. All hinges and lock assemblies are to be mounted to solid wood, rather than particle board or plywood. Pine is not to be used for this detail. The appropriate veneer or exposed solid wood, as specified in 2.2.B below, will be applied as required to maintain desired appearance.

B. Materials for Transparent Finish:

1. Exposed Wood Veneers: Plain sliced Honduras Mahogany with flitches matched for color and grain of existing courtroom casework.
2. Exposed Solid Wood:
  - a. At paneling, provide same species and cut as exposed wood veneers, meeting the grading requirements for the quality grades specified.
  - b. At solid wood locations, provide select Honduras Mahogany.
3. Route or groove reverse side (backed-out) of trim members to be applied to flat surfaces, except for members with ends exposed in the finished work.

C. Paneling and Other Items Shown as Veneered:

1. Balance match panels and components. Book match panels and components, and sequence match. Do not break sequence within a single wall run.

2. Panels: 1/2 inch nominal, with wood flake core. Provide integrally fire retardant treated panels with UL Inc. label for Class II (75 or less) flame spread rating with label on back of each panel.
3. Sand surfaces so that no cross scratches, knife or other manufacturing marks are visible in any light.
4. Edges: Solid stock matching face veneer. Shape as indicated, miter corners and pressure glue.

D. Plastic Laminate

1. Nevamar Claret Textured S-1-21T

E. Casework Fabrication:

1. Measurements: Before proceeding with woodwork required to be fitted to other construction, obtain measurements and verify dimensions and any Shop Drawing details as required for accurate fit.
2. Shop-assemble all casework in units as large as can be delivered into area of installation. Provide shop-prepared attachment devices for field connections which are necessary. Design attachment devices so that field connections will comply with fastening and joinery construction requirements and tolerances for the specified Grade.
3. Exposed Nailing: comply with the requirements of AWI Section 400-G-9 where allowed by requirements for specified grade. Set exposed nails for filling.
4. Apply casework hardware in the shop and remove before finishing. Reinstall hardware after final finishing.

F. Fasteners:

1. Wood Screws: select the material, type, size and finish required for each use. Comply with FS FF-S-111 for applicable requirements. Provide USG "Trim Head" screws at steel stud construction.
2. Nails: select the material, type, size and finish required for each use. Comply with FS FF-N-105 for applicable requirements.
3. Anchors: select the material, type, size and finish required by each substrate for secure anchorage.
  - a. Provide non-ferrous metal or hot-dip galvanized anchors and inserts where required for corrosion-resistance.

- b. Provide toothed steel or lead expansion bolt devices for drilled-in-place anchors.
  - c. Furnish inserts and anchors, as required, to be set into concrete or masonry work.
- 6. Case Hardware: provide the following cabinet hardware as shown and required for proper cabinet construction and operation. Include fastenings and accessories as required.
  - 1. Provide hardware as scheduled on sheet A1 of the contract documents. SEE NOTE DATED 05/22/89.
  - 2. Other Manufacturers: Submit Substitution Request prior to Bid Date, conforming to requirements of Section 01600.
- H. Built-In Items:
  - 1. Build cabinetwork to fit equipment supplied: allow access to concealed controls and connections.
  - 2. Provide for and coordinate with electrical work.
- I. Other Materials:
  - 1. Provide other materials, not specifically described but required for a complete and proper installation of the work of this section.
  - 2. Other materials shall be new, first quality of their respective kinds, as selected by the Contractor subject to review by the Owner.

### PART 3 - EXECUTION

#### 3.1 PREPARATION

- A. Condition woodwork to average prevailing humidity conditions in installation areas prior to installing.
- B. Backprime woodwork on all surfaces which will be concealed with one coat of wood primer. Schedule delivery to allow time for application and drying of backprime coat before installation of woodwork.

#### 3.2 INSTALLATION

- A. Install, plumb, level, true and straight with no distortions. Shim as required using concealed shims.

- B. Cut to fit unless specified to be shop-fabricated or shop-cut to exact size. Where woodwork abuts other finished work, scribe and cut for accurate fit. Before making cutouts, drill pilot holes at corners.
- C. Provide woodwork scheduled for clear finish to painter in proper condition as to require light sanding only, to provide a surface suitable for finishing. Fill nail holes with matching wood filler.
- D. Installation of Casework:
  - 1. Install casework in a manner consistent with the specified Quality Grade to be plumb, level, true and straight with no distortions. Shim as required using concealed shims.
  - 2. Secure to grounds, stripping and blocking with countersunk, concealed fasteners and blind nailing as required for a complete installation. Scribe and cut for accurate fit to other finished work.
- E. Because this casework is to be installed in a busy courtroom, the successful bidder will need to construct it in his shop in the largest pieces possible. On-site installation will have to occur during other than the hours of 8:00 AM - 12:00 Noon and 1:00 PM - 4:30 PM, Monday through Friday. You are responsible for supplying the electric lock and switches, as specified on A1 drawing, and having the wiring done that is inside your casework; the County will connect the wiring to a power source once the casework is installed.

### 3.3 ADJUST AND CLEAN:

- A. Repair damaged or defective work as directed.
- B. Adjust and lubricate hardware for proper operation.
- C. Clean exposed interior and exterior surfaces.

END OF SECTION

DATE SUBMITTED 5/30/89

(For Clerk's Use)  
Meeting Date 6/06/89  
Agenda No. # 2 pm

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Bi-State Gorge Commission Update

*Jay*

Informal Only\* 6/6/89  
(Date)

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

DEPARTMENT Nondepartmental DIVISION County Chair

CONTACT Fred Neal TELEPHONE 248-3308

\*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD Kris Olson Rogers, Dick Benner

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

Bi-State Gorge Commission Update

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

ACTION REQUESTED:

INFORMATION ONLY  PRELIMINARY APPROVAL  POLICY DIRECTION  APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 20 minutes

IMPACT:

PERSONNEL  
 FISCAL/BUDGETARY  
 General Fund  
 Other \_\_\_\_\_

1989 MAY 30 PM 12:10  
CLERK OF COUNTY COMMISSIONERS  
OREGON

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: *Kurt Mcay*

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.

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# 1988 Annual Report

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February 1989

Columbia River  
Gorge Commission



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# 1988 Annual Report

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February 1989

Columbia River Gorge  
Commission

P.O. Box 730  
White Salmon, WA 98672

(509) 493-3323

*January 1989*

*The Honorable Booth Gardner, Governor of the State of Washington  
The Honorable Neil Goldschmidt, Governor of the State of Oregon*

*Dear Governors Gardner and Goldschmidt:*

The Columbia River Gorge Commission is pleased to submit to you our first annual report pursuant to Article IV of the Compact between our States to protect and enhance the Columbia River Gorge.

It was with excitement and anticipation that your Commission began this experiment some 18 months ago. Other scenic and recreation areas around the United States preceded the Columbia River Gorge National Scenic Area. But none before us has matched a Commission with nine separate appointing authorities with the U.S. Forest Service to formulate a management plan for implementation by six counties.

And none before the Columbia River Gorge National Scenic Area received such clear direction not only to protect and enhance natural and cultural resources, but also to protect an economy supporting 52,000 residents.

The Commissioners -- who were strangers to one another 18 months ago -- have begun a planning program virtually from scratch and are developing a vision for the future of the Gorge. It will be a vision shaped by the aspirations of those who live and work in the Gorge, those who visit, and those who love the Gorge from afar. That vision will find its expression in the management plan we will submit to you with our third annual report.

In the pages which follow, you will see some of the products of a Commission hard at work. The hard work is evidence of the Commission's commitment to meet the deadline in the National Scenic Area Act for completion of the management plan. With completion comes the federal funds Gorge communities need to aid their pursuit of prosperity.

After 18 months on the job, the Commission is more confident than it was on the day of its first meeting that this effort will produce great benefits for the Columbia River Gorge. We hope you will agree, after reading this report, that state monies have been and will be well spent.

*For the Commission,*



*Stafford Hansell,  
Chairman*

## Report Contents

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Cover Photo: Donald Erceg, Erceg/Roberts Inc.,  
Portland, Ore.

Center Map: Steven Andersen, Cascade Planning  
Associates, White Salmon, Wash.

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# Chapter 1 - Background

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President Reagan signed the Columbia River Gorge National Scenic Area Act on November 17, 1986. From that date, the pace toward full implementation of the Act has been fast and steady.

The Act has two purposes:

- To protect and enhance the scenic, natural, cultural and recreation resources of the Columbia River Gorge, and
- To protect and support the economy of the area.

The Act gave Congress' consent to a unique experiment joining the U.S. Forest Service, the States of Oregon and Washington and six counties -- Klickitat, Skamania and Clark in Washington, and Wasco, Hood River, and Multnomah in Oregon -- to develop a single management plan for the new Columbia River Gorge National Scenic Area.

The two states passed compact legislation establishing and empowering a new Columbia River Gorge Commission in spring 1987. By mid-June, the new Commission was established and working with the U.S. Forest Service.

## The National Scenic Area

The new Scenic Area includes 285,000 acres. Within the area Congress created three classes of land and water.

- 13 Urban Areas, exempt from the land use provisions of the Act, were established. Some 28,000 acres lie within Urban Areas.
- Special Management Areas -- the most sensitive lands in the Scenic Area -- make up 112,300 acres.
- General Management Areas, 144,700 acres, including the Columbia River,

make up the remainder of the National Scenic Area.

Parts of two rivers, the White Salmon and the Klickitat, were included in the National Wild and Scenic River System by the act. Portions of these rivers were also set aside for study. The Forest Service is responsible for studying and planning for these lands.

The Scenic Area runs from the Sandy River to the Deschutes River on the Oregon side, and from just east of Washougal to the upstream end of Miller Island on the Washington side, a distance of about 75 miles. A map of the National Scenic Area is included in the center of this report.

## The Management Plan

Congress gave the Forest Service the lead planning role in Special Management Areas, a large part of which fall within the Gifford Pinchot and Mt. Hood National Forests. The Commission is responsible for planning in the General Management Areas. The Commission also has the responsibility of producing a management plan, which must include land use designations and policies for the Special Management Areas set by the Forest Service.

The completed management plan is due in summer 1990, three years after the Commission's work began. (For more information on the elements of the plan and their schedule for completion, please see Chapter 4, The Planning Process.)

## The Commission's First Year

At the direction of Congress, the Commission devoted its first year to the collection and study of information about the Gorge. From habitat to hazards, from artifacts to agriculture, the Gorge has been studied by the Commission and Forest Service.

That work is now virtually complete; the results are being entered into a geographic information system (GIS) for analysis and application in the second year. As new information is gathered, or inventories are corrected by landowners or other experts, this computerized data is updated. (For a full discussion of these studies, please see Chapter 5, Inventories and Studies.)

## Interim Management

To protect resources until a management plan is in place and to keep planning options open, Congress made all new development in the Scenic Area, outside of Urban Areas, subject to review for consistency with the Scenic Area Act.

Shortly after the passage of the Act, the Forest Service adopted "Interim Guidelines" to guide its review of proposed development. On January 1, 1988, the Commission took over responsibility, using virtually identical guidelines, for examining all "major development actions and residential development." The Forest Service retained authority over other kinds of development. (For a discussion of interim management, see Chapter 6, Development Review.)

## Federal Funds

To help accomplish the purposes of the Act, Congress authorized funds for specific purposes. (See Table 1.)

For interpretive and conference centers, Congress authorized \$10 million. The National Scenic Area Act directs the Commission to site an "interpretive center or other appropriate facility" on the Oregon side of the Gorge and a "conference center or other appropriate facility" on the Washington side.

The decision on where to locate these centers and how to divide the \$10 million is left to the Commission and Forest Service. (See Chapter 8, Interpretive and Conference Centers.)

For economic development grants and loans, Congress made another \$10 million available. These funds are split in half between the two states. Congress charged the two states to develop programs, consistent with the management plan, for using these funds for economic development projects.

Aware of problems of access to the Columbia River and the growing demand for recreation in the area, Congress provided a third \$10 million for recreation facilities, including river access areas. The management plan will determine how this money is to be spent.

Building on work already begun by the State of Oregon, Congress authorized \$2.8 million "to preserve and restore" the Historic Columbia River Highway. The Oregon Department of Transportation has developed project priorities for expenditure of these dollars.

All of these funds will become available upon approval of the management plan by the U.S. Secretary of Agriculture. Approval

**Table 1 - Federal Funds Authorized in the National Scenic Area Act**

<b>\$10 million</b> - Interpretive Center (Oregon), Conference Center (Washington)
<b>\$10 million</b> - Economic Development grants and loans; \$5 million for each state
<b>\$10 million</b> - Recreation facilities
<b>\$2.8 million</b> - Historic Columbia River Highway, Oregon

should come early in 1991. Once appropriated, the funds can be spent only in those counties whose land use ordinances have been found to be consistent with the management plan.

## Chapter 2 - The Commission

The Columbia River Gorge Commission has 13 members. Six voting members are from Washington, six are from Oregon. The thirteenth, a nonvoting member, is the representative of the U.S. Secretary of Agriculture, the Forest Service's Scenic Area Manager. (See Table 2.)

From each state, three members are appointed by the governor, and three by the Gorge counties. Each commissioner serves a four year term, although the governors staggered the first appointments so that two serve for four years, two for five years, and two for six years.

By the terms of the Scenic Area Act, the Commission was officially established when four of six Commissioners from each state

were appointed. That occurred on June 12, 1987.

The Commission began work immediately after its establishment. It selected Stafford Hansell of Boardman, appointed by Gov. Neil Goldschmidt, as its chairman and Dave Cannard of Vancouver, appointed by Gov. Booth Gardner, as its vice-chairman.

At early meetings the Commission commenced searches for office space and an executive director. To aid in the search, the Commission formed Budget, Personnel and Office Space committees.

As a new agency the Commission needed operating rules at the earliest possible time. Assistant attorneys general from Washington

**Table 2 - Gorge Commissioners, December 1988**

<i>Name, Address</i>	<i>Occupation</i>	<i>Appointing Authority</i>
Stafford Hansell, Boardman, OR	Rancher	Oregon Governor
Dave Cannard, Vancouver, WA	Insurance Executive	Washington Governor
Barbara Bailey, The Dalles, OR	Orchardist , Licensed Realtor	Oregon Governor
Pat Bleakney, Dallesport, WA	Rancher, Credit Officer	Klickitat County
Stuart Chapin, White Salmon, WA	Retired Planning Professor	Washington Governor
Don Clark, Portland, OR	Housing Authority Director	Oregon Governor
Ray Matthew, The Dalles, OR	Retired Businessman	Wasco County
Joyce Reinig, Hood River, OR	Nurse, Businesswoman	Hood River County
Kristine Olson Rogers, Portland, OR	Attorney	Multnomah County
Gayle Rothrock, Vancouver, WA	Consultant, Training Specialist	Washington Governor
Nancy Sourek, Carson, WA	Emergency Services Director	Skamania County
Bob Thompson, Brush Prairie, WA	PUD Executive	Clark County
Art DuFault, Hood River, OR	Forest Service Scenic Area Manager	Secretary of Agriculture (Nonvoting)

and Oregon worked with a group of Commissioners to write bylaws and rules on open meetings, contracts, financial disclosure, conflict of interest and administrative procedures. The Scenic Area Act requires the Commission to use the stricter provisions of the laws of the two states in these areas. Hence, the Commission strives to operate in a completely open and fair manner.

A Development Review committee set to work to write substantive and procedural rules for the Commission's development review process (see Chapter 6, Development Review). The Commission adopted these rules in December 1987.

The Commission also chose to begin its inventory and study work immediately, even before it had a planning staff, to keep pace with deadlines set in the Scenic Area Act. It established Resource Inventory, Recreation Assessment and Economic Opportunity Study committees. Advisory committees were also appointed. Hence, the planning tasks were well underway by the time a full staff was hired.

The Commission hired an executive director in October 1987. Its staff numbers six full-time employees and one part-time clerk. (See Table 3.) Offices of the Commission are in White Salmon, Wash.

As the Commission has moved through the inventory and study phase and into plan formulation, it has modified its committee

**Table 3 - Commission Staff**

<i>Name, Address</i>	<i>Position</i>
Richard Benner, Portland, OR	Executive Director
Allen Bell, Mosier, OR	Planner
James Johnson, The Dalles, OR	Planner
Brian Litt, Hood River, OR	Planner
Sherril Anderson, White Salmon, WA	Administrative Assistant, Information Officer, Public Involvement Coordinator
Jan Brending, White Salmon, WA	Secretary-Receptionist
Nancy Andring, White Salmon, WA	Clerk

makeup. Committees on Transportation, Native Americans, Public Involvement and Safety have replaced the inventory committees. (See Chapter 4, Planning Process.)

In its first 18 months the Commission held 30 regular meetings, 78 committee meetings and many workshops, site visits and special sessions.

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## Chapter 3 - Partnership & Consultation

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Congress gave eight entities the leading roles in protecting and enhancing the new National Scenic Area. The Commission and the Forest Service are to develop the management plan. The six Gorge counties are to implement the plan through local land use ordinances.

The Commission is confident that the relationships it has forged during its first 18 months are strong and productive and will yield a sound and successful management plan.

### **Commission - Forest Service Partnership**

It became clear to the Commission at an early date that cooperation and coordination would greatly enhance the planning effort. Most important is the relationship between the Commission and the Forest Service.

Congress gave the Forest Service lead planning authority in Special Management Areas (112,300 acres). It gave the Commission the lead authority in the rest of the Scenic Area, excluding Urban Areas (144,700 acres).

Rather than work independently, the Commission and Forest Service decided at the outset to work as a single team on the plan. The two agencies have jointly completed the shared inventories and studies and have adopted a single planning process.

With both agencies having development review responsibilities, the Commission was concerned about coordination and consistency. To avoid confusion, the Commission has adopted essentially the same standards the Forest Service uses for measuring proposed development.

The Scenic Area Act authorizes the Forest Service to provide technical assistance to the Commission on a nonreimbursable basis. The Forest Service has provided such assistance at every opportunity.

The aid has ranged from transportation for Commission members on important site visits to production of materials for public open houses. The Forest Service has also developed and maintained a sophisticated computer system for storage and display of inventory and study results. There is little doubt that technical assistance from the Forest Service has greatly augmented the Commission's capabilities, particularly during the Commission's first year and a half.

### **Commission - Counties Consultation**

The Commission has briefed the six Gorge counties on its work on a regular basis. These briefings have been a valuable opportunity to explain the planning process and the counties' opportunities to participate in it, and discuss county concerns.

The counties cosponsored the Commission's first public information/involvement open houses; most counties participated as well.

The Commission also established an advisory committee of planning directors from the six counties. That committee helped the Commission and the Forest Service design several of its inventories and provides an opportunity for county consultation.

In addition, the Commission sends the county planning offices copies of applications for proposed development. Notice is also mailed to community councils, if a project is planned within their boundaries. This encourages a high level of information about what the Commission is doing, and a grass-roots participation.

## **Commission - Tribal Government Consultation**

The Commission and Forest Service also coordinate their activities with the four tribal governments whose tribes have a history in the Columbia River Gorge. The tribal governments -- the Nez Perce Tribe, the Confederated Tribes and Bands of the Yakima Indian Nation, the Confederated Tribes of the Warm Springs of Oregon and the Confederated Tribes of the Umatilla Indian Reservation -- receive copies of each development review application filed with the Commission. A cultural resources advisory committee with members from each tribal government helped collect data on resources in the Gorge.

The Commission journeyed to each reservation and met with each tribal council in its first year to discuss the new Act and Commission responsibilities. These initial meetings were also a forum to receive comment from the councils. A second round of meetings was held with each tribal government to review the results of inventories and studies. Over the next two years the Commission will meet periodically with tribal representatives to obtain help in formulating land use designations and plan policies.

## **Commission - Agencies Consultation**

Many state and federal agencies are active in the Columbia River Gorge. At every turn, they have made their resources available to

the Commission and Forest Service. Much of the information in inventories and studies of Gorge resources have come from data collected by state and federal agencies. (See Chapter 5, Inventories and Studies.)

Agencies will have a large role in the National Scenic Area planning process as the Commission and Forest Service consult with them on a regular basis.

In the meantime, agency activities, like private activities, are reviewed by the Commission or Forest Service for consistency with the Scenic Area Act. Cooperation from agencies has made this review process work smoothly and effectively.

## **Commission - Volunteers**

An outpouring of volunteer help has contributed to the Commission's success in its inventories. Dr. John Eliot Allen, Emeritus Professor of Geology at Portland State University, volunteered countless hours mapping and describing the remarkable geological features in the Gorge. Dr. Russ Jolley, who recently published a book on wildflowers in the Gorge, mapped the locations of rare, threatened and endemic plant species.

Other individuals and organizations -- the Mazamas, Chambers of Commerce, Native Plant Societies, East Clark County P.E.O.P.L.E., and many others -- have given freely of their time, expertise and valuable information. The Commission will look to volunteers for continued help in development of the management plan.

# Chapter 4 - The Planning Process

The National Scenic Area Act itself maps a course for development of the management plan. It tells the Commission and Forest Service to complete inventories during the first year. It calls for land use designations in the second year. In the third year, the Act requires development of policies and adoption of the management plan. Finally, during the fourth year, the U.S. Secretary of Agriculture must review the plan and the six counties must implement it by ordinance.

## Planning Steps

To this broad framework the Commission and the Forest Service have added the detailed steps along the course: the public involvement process, consultation with the counties and the four Gorge treaty tribal governments, review and advice by agencies, organizations and other expert sources.

The Commission and the Forest Service adopted a process that involves all of these ingredients in May 1988. A diagram of the process is shown in Table 4.

## Beginning Phase 2

The first year's work is over. The inventories and studies are done. Phase 2 -- resource evaluation and development of land use designations -- is underway. The Commission and Forest Service are absorbing and assessing the information gathered in the inventory process. To help, we have gone to the public (see Chapter 7, Public Involvement) and are working with the four tribal governments, key contacts and experts from agencies and organizations.

From this effort will come improved inventories, methods for analysis and objectives for the land use designations.

**Table 4 - Process for Developing a Management Plan**

<b><i>Phase 1 - Inventories and assessments, June 1987 - November 1988</i></b>	
Planning Highlights:	Conduct resource inventories, economic opportunity study, recreation assessment.
<i>Tribal governments/ Counties/Agencies:</i>	<i>Assist with data collection, Review, correct inventories.</i>
Public involvement:	Review and correct data, Provide input on planning issues and criteria for designations in Phase 2.
<b><i>Phase 2 - Develop land use designations, November 1988 - July 1989</i></b>	
Planning Highlights:	Evaluate resource data, Formulate designations for agricultural and forest land, open spaces, residential and commercial development.
<i>Tribal governments/ Counties/Agencies:</i>	<i>Assist with criteria for designations, Review, comment on draft designations.</i>
Public Involvement:	Identify community concerns, Review, comment on criteria for designations, Review, comment on draft designations.
<b><i>Phase 3 - Prepare and adopt a management plan, July 1989 - July 1990</i></b>	
Planning Highlights:	Develop alternative policies, Identify areas suitable for new recreation facilities.
<i>Tribal governments/ Counties/Agencies:</i>	<i>Assist with development of policies, Identify conflicts with possible recreation sites, Review, comment on policies.</i>
Public Involvement:	Assist with development of policies, Review, comment on policies.

For example, the inventories produced much information on recreation facilities and demand for recreation. Recreation providers and user groups will help the Commission and the Forest Service determine how to use the information, which demands to satisfy, what kinds of recreation to encourage, what facilities to build, and where to provide river access.

To speed the work of analysis and evaluation, the Commission and the Forest Service identified eight areas of emphasis: recreation, agriculture, forestry, natural resources, residential/commercial development, economic opportunities, scenic resources, and cultural resources. A planner from each agency has been assigned to work on each planning area. Work will proceed simultaneously on each area.

## Planning Participants

The planners will report to the Commission and Forest Service Scenic Area Manager at every step in the process. The Commission

and the Forest Service will be responsible for setting objectives, guiding analysis and, ultimately, adopting land use designations and policies. Individual Commissioners will work with the planners on a regular basis to prepare recommendations to the full Commission.

The Commission has accorded the general public a key role in the planning process. Ideas have been and will continue to be solicited from the public *before* decisions are made and *before* the draft management plan is assembled. (See Chapter 7, Public Involvement.)

The planning process was designed with Congressional deadlines in mind. The process allows no time for relaxing. It may frustrate some who would prefer to contemplate an issue or search for better data. Nonetheless, because the availability of federal funds is tied to completion of the management plan, the Commission and the Forest Service are committed to completing the plan on schedule.

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## Chapter 5 - Inventories & Studies

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Congress directed the Commission and the Forest Service to conduct inventories and studies of the Scenic Area during the Commission's first year. Except for mapping some plant habitats and identifying areas suitable for new recreation, the inventories and studies are complete.

Notwithstanding other duties and responsibilities, the Commission and the Forest Service accorded highest priority to the inventories and studies. It is this work which will form the foundation of the management plan. The combined efforts of the two agencies have produced a single set of inventories for the entire Scenic Area. They give the most thorough and comprehensive picture of the area ever obtained.

Congress called for three principal inventory products:

- A Recreation Assessment to identify areas suitable for public use facilities, including additional river access.
- A Resource Inventory, or compilation of information about existing resources in the Scenic Area, ranging from wetlands to rock outcrops.
- An Economic Opportunity Study, or evaluation of the best opportunities for improvement of the Scenic Area economy and a strategy to achieve them.

### Recreation Assessment

Nearly four million people visited the Scenic Area in 1987. They and thousands of Gorge residents enjoyed sightseeing, hiking, swimming, camping and boardsailing. Congress directed the Commission and the Forest Service to protect and enhance public and private recreation opportunities in the Scenic Area.

Three background studies have been completed for the Recreation Assessment:

- A recreation overview, prepared in cooperation with federal, state and local recreation agencies. It maps existing recreation facilities.
- A recreation opportunity spectrum, prepared by the Forest Service, maps recreation opportunities for undeveloped lands.
- A recreation demand study calculates existing and future demand for a variety of recreation facilities and estimates carrying capacity of recreation sites. According to the study, sightseeing is the most popular recreation activity in the National Scenic Area.

These studies will be used for several purposes. First, they will help identify areas suitable for public recreation, both publicly- and privately-owned educational and interpretive facilities, campsites, hiking trails, and picnic areas.

Second, the assessment will lead to designation of new river access for recreation, not only to the Columbia River but also to the lower reaches of tributaries such as the Klickitat and Sandy rivers.

Finally, the assessment will help decide how to spend \$10 million in federal funds for recreation facilities.

### Resource Inventory

The Resource Inventory did not start from scratch. State, federal, county and city agencies and tribal governments have been amassing data about resources in the Scenic Area for decades. So have private organizations and individuals.

The Commission and the Forest Service built upon this solid base of information. The principal components of the Resource Inventory are discussed in Table 5.

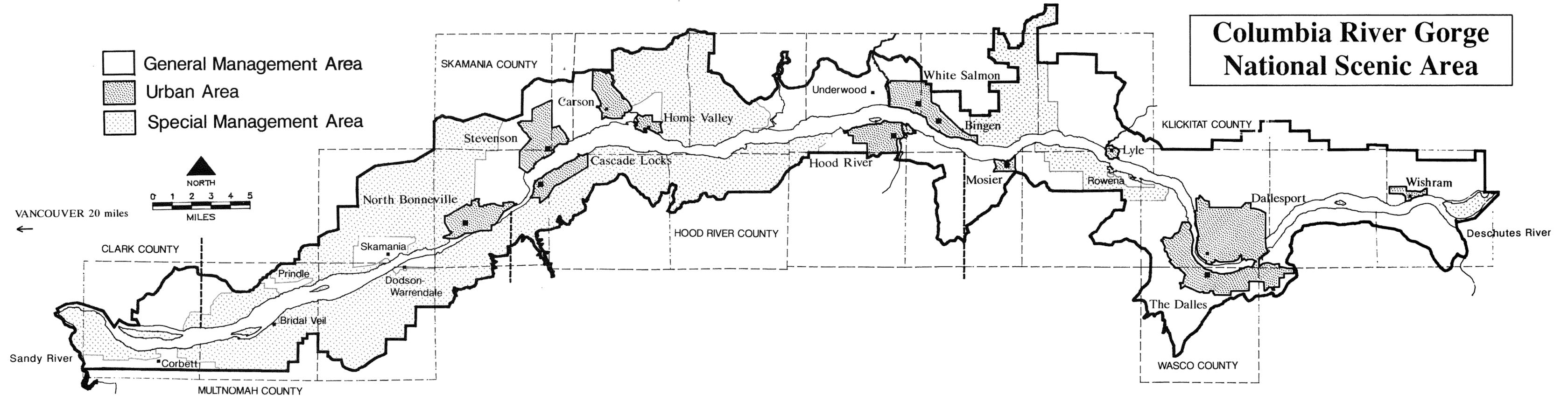
The quality of the Resource Inventory owes much not only to the agencies, organizations

and tribal governments which assisted in the initial collection of data, but also to the residents of the Scenic Area who attended inventory open houses and shared their intimate knowledge of Gorge resources. (See Chapter 7, Public Involvement.)

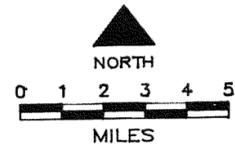
**Table 5 - Resource Inventories**

<i>Resource</i>	<i>Source</i>	<i>Purpose</i>
<b>Geological Features</b>	Geologist, field visits	Protection of features, avoidance of hazards
<b>Wetlands</b>	U.S. Fish & Wildlife Service	Protection of resource
<b>Soils</b>	U.S. Soil Conservation Service, U.S. Forest Service	Determine suitability for agriculture, forestry
<b>Fish Habitat</b>	Federal, state agencies	Protection of resource
<b>Hazards</b>	Local, state, federal agencies	Avoidance of hazards
<b>Vegetation Cover</b>	Field visits, aerial photography	Identification of cover types for land use designations
<b>Habitat of Rare, Threatened Endangered, Endemic Plant Species</b>	State Heritage Programs, field visits, organizations	Protection of resource
<b>Wildlife Habitat</b>	State agencies	Protection of resource
<b>Existing Land Use</b>	Counties, field visits, aerial photography	Land use designations
<b>Topography</b>	U.S. Geological Survey	Land use designations, avoidance of hazards
<b>Scenic Resources</b>	Field visits, photography	Protection of resource
<b>Historic and Prehistoric Sites, Structures, Objects</b>	Tribal governments, federal, state, local agencies	Protection of resource
<b>Land Ownership, Parcels</b>	County assessors	Land Use Designations
<b>Taxation, Political Boundaries</b>	Counties, special districts	Development suitability
<b>Natural Areas</b>	State Heritage Programs field visits, aerial photos	Protection of resource
<b>Existing Plan, Zone Designations</b>	Counties	Land use designations

# Columbia River Gorge National Scenic Area



VANCOUVER 20 miles  
←



**URBAN AREAS - 28,000 acres**

Thirteen Urban Areas were designated by the Act. These lands are not subject to the land use provisions of the Act, but they will be eligible to receive economic development grants and loans.

The Act directs the Commission to encourage new commercial and residential development within these boundaries.

**SPECIAL MANAGEMENT AREAS - 112,300 acres**

About half of the remaining land in the Scenic Area is designated Special Management Area, including all islands in the Columbia.

In these areas new residential development is prohibited on parcels smaller than 40 acres. No land divisions or multi-family residential development can occur. Forest practices must meet Forest Service visual guidelines. Recreation facilities may be permitted, but other commercial uses are not.

The Forest Service's authority under the Act to purchase and exchange lands is limited to these areas.

**GENERAL MANAGEMENT AREAS - 113,200 acres**

The remainder of the land within the Scenic Area is designated General Management Area.

In these areas new homes, businesses and recreation facilities are permitted if they do not harm scenic, natural, cultural and recreation resources. New industry is prohibited. The Act does not regulate forest practices on these lands.

**COLUMBIA RIVER - 31,500 acres**

The Columbia River itself is designated General Management Area.

While the Act does not regulate water rights, fishing, or transportation on the Columbia, other uses, such as dredging, filling and construction in the river, must be reviewed for consistency with the Act.

## Economic Opportunity Study

The Columbia River Gorge is home to nearly 52,000 people. Congress intended the Act to support the economy of their communities in the Scenic Area. The Act directed the Commission to study the economy and ways to improve it.

As directed, the Commission undertook an Economic Opportunity Study in its first year. It began by consulting with Gorge communities and state and local economic development organizations about existing economic plans and programs. With this information the Commission completed a bibliography and assessment of all previous studies of the Gorge economy, and then launched its opportunity study.

The study, finished in July 1988, provides:

- An overview of the Gorge economy.
- An analysis of its principal economic sectors.
- An assessment of economic strengths and weaknesses.
- Identification of the best opportunities to improve the economy.
- A strategy to achieve the opportunities.

To get a more complete picture of the tourism sector, the Commission also contributed funds to other studies. University of Washington Sea Grant studied tourism in the Gorge by interviewing and surveying some 1,700 visitors to the area in the 1987 season. Among other things the study indicated the average day-use visitor spends \$14 per day in the Gorge and the average overnight visitor spends \$22.

The University of Oregon Department of Planning, Public Policy and Management conducted a study of boardsailing and its economic impact. The study estimated 6,700 boardsailors sailed in the Gorge during the 1987 season. They stayed an average of 23 days and spent an average of \$47 per day, for a total of \$7.24 million, according to the study. It predicted boardsailing visits would increase 260% by 1993, to 17,600 annual visitors.

The Commission will use these studies to accomplish the second purpose of the Scenic Area Act: to protect and support the economy of the Columbia River Gorge area by encouraging growth to occur in existing urban areas and by allowing future economic development in a manner consistent with protection of scenic, cultural, recreational and natural resources.

The opportunity study will be the basis for economic development plans to be prepared the two states. These plans will govern how \$10 million of federal grant and loan funds are spent.

The Commission will encourage Gorge communities to make use of the study in other ways, as well. The study contains, for example, a strategy for town center revitalization.

The inventories and studies completed during this first year will form the information base of the management plan. The Commission and the Forest Service will enter the information into the geographic information system, a sophisticated computer system currently used by several Washington and Oregon state agencies. It will allow inventories to be easily updated as additional information becomes available. Known as GIS, the system will also provide easy display and comparison of data, an invaluable tool in preparation of the management plan.

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## Chapter 6 - Development Review

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Congress directed the Gorge Commission to review and approve or disapprove development in the Scenic Area during the interim period until a management plan is adopted and implemented. The Commission expects the interim period will last until fall 1991. When it ends, the Commission will return development review responsibilities to the counties.

Not all development comes to the Commission for review. Development in Urban Areas is exempt. In rural areas, "major development actions" (land divisions, commercial, industrial, multi-family residential, mineral development) and residential development come to the Commission. Other development (hydroelectric projects, farm buildings, public recreation facilities, and others) goes to the Forest Service for review.

### Development Review Standards

Both the Commission and the Forest Service base their reviews on the standards in the Scenic Area Act (Section 6(d)). Those standards direct both agencies to:

- Protect and enhance agricultural lands.
- Protect and enhance forest lands.
- Protect and enhance open spaces.
- Protect and enhance public and private recreation resources.
- Prohibit "major development actions" in Special Management Areas.
- Prohibit industrial development outside Urban Areas.

- Permit commercial development which does not adversely affect scenic, cultural, recreation or natural resources.
- Permit residential development which does not adversely affect scenic, cultural, recreation or natural resources.
- Permit mineral development which does not adversely affect scenic, cultural, recreation or natural resources.

Recognizing that applicants need more specific guidance than the Act's standards provide, the Commission adopted "interim guidelines" by rule in December 1987. The guidelines, with minor changes, are the same standards used by the Forest Service since May 1987.

### Development Review Process

The Commission looked to the Gorge counties and state agencies for models for its development review process. The Commission wanted a process that would operate efficiently, providing answers to applicants as quickly as possible.

After consulting with the county planning directors in the Gorge, the Commission settled upon the "one hearing, one appeal" model: the director makes an initial decision, with a right by the applicant to have a hearing before the full Commission. Three or more Commissioners can, on their own motion, bring a decision of the director to the full Commission for a hearing. This latter option has not yet been exercised.

To ensure fast results, the Commission adopted a rule with deadlines for acceptance of applications, a public comment period, the director's decision and requests for hearings before the Commission. The rule also provides for review to occur simultaneously with county review so the periods are not cumulative.

## Development Review Results

As of December 31, 1988, the Commission had received 190 development review applications. Table 6 gives a breakdown of applications received by each county. It shows that the greatest number of applications (83, or 44%) have come from Skamania County. This is explained in part by the large amount of private land in the county that falls within the Scenic Area.

Table 7 shows that most applications are for single-family residences (82%, or 155 of 190 applications). Most of those residences approved (90%) are proposed in areas already committed to residential use.

Where residences, or other development, would be visible from key viewing areas, the Commission imposes conditions to limit visual impact. Typical conditions involve

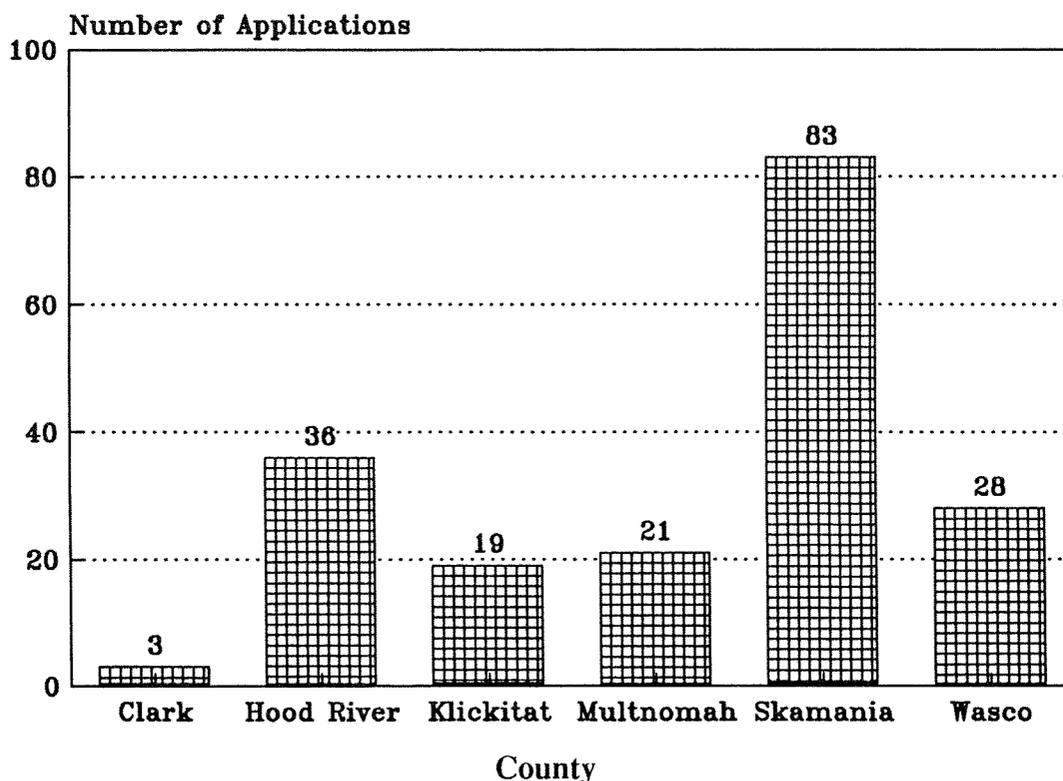
color and height of structures and maintenance of vegetation.

The Commission approved 82%, or 137, of applications it had reviewed by the end of 1988; 18%, or 31 applications, had been denied. Eighteen of 190 applications were pending decision, and four had been withdrawn.

Denials by the Commission have involved protecting forest and agricultural land and scenic views. The Commission is attempting to prevent conversion of farm or forest land to residential use prior to completion of the management plan. The Commission is also working to protect existing landscapes until its inventories are analyzed and it can determine the cumulative effect of residential development.

Of the 31 applications denied, seven have gone to the Commission for a hearing. The

**Table 6 - Number of Development Review Applications by County, January - December 1988**



Commission reviews the director's decision at a contested case hearing held at a regular Commission meeting. Thus far, the Commission has upheld the director's decision, albeit with modifications on occasion, on all appeals.

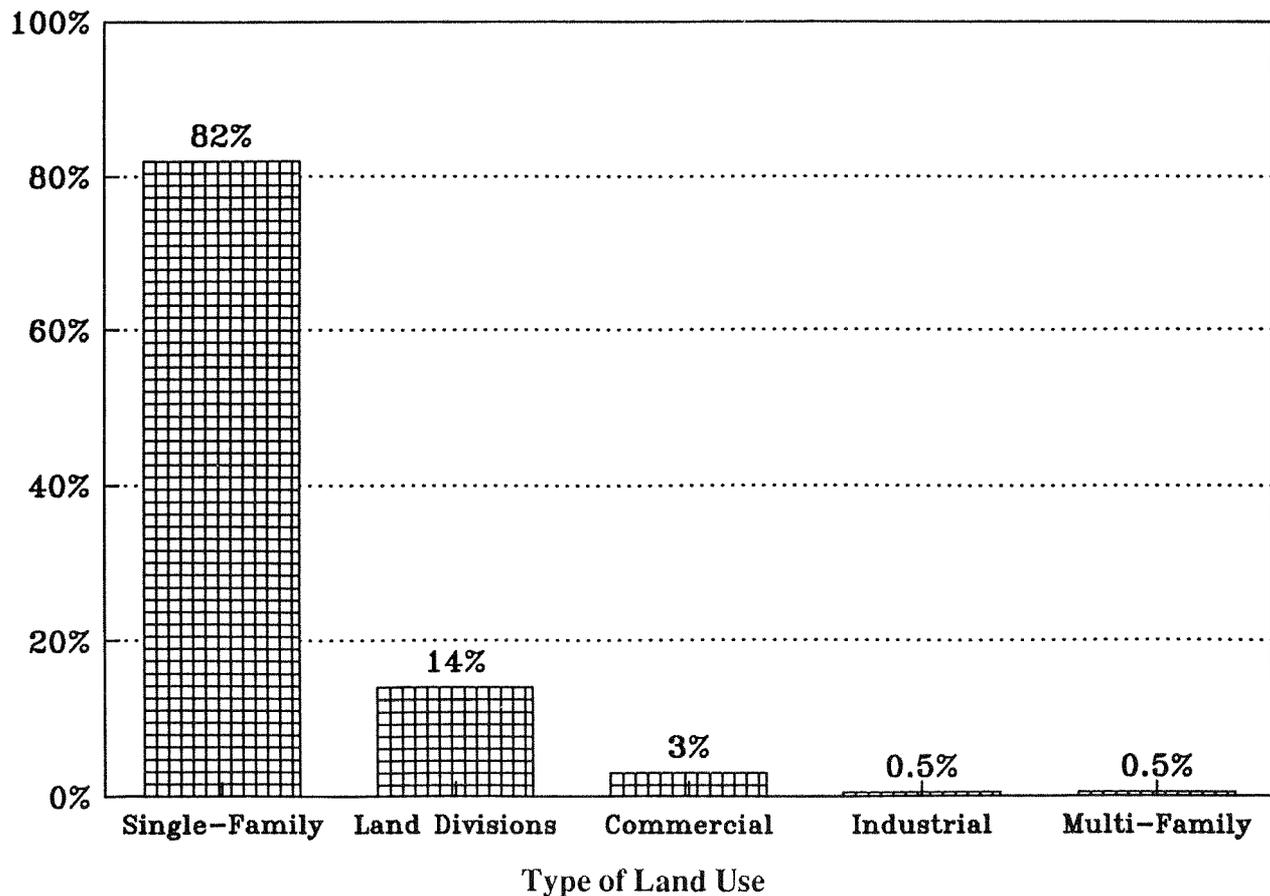
## Enforcement

The Commission is also responsible for enforcing its development review orders. Congress has authorized sanctions for

violators, including civil penalties of up to \$10,000 per violation. The Commission has adopted an enforcement rule, but has not yet had to use the civil penalty authority.

The Commission's development review process has worked well during its first year. Decisions have been made in a timely fashion. The hearings before the Commission provide an opportunity to see how the standards in the Act and the guidelines work in particular cases.

**Table 7 - Percentage of Development Review Applications by Land Use, January - December 1988**



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# Chapter 7 - Public Involvement

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The Commission has designed a program to ensure that the public will be a meaningful, participatory partner in Gorge planning. The Commission knows that the key to producing a workable and acceptable management plan is involving residents and other concerned citizens, interest groups and communities in designing the plan. It is committed to a high level of public information and participation to produce this quality product.

## Public Involvement Goals

The Commission has adopted the following goals for its public involvement program:

- To develop the best management plan possible for the Columbia River Gorge National Scenic Area.
- To involve all interested people in the process of developing a management plan for the Scenic Area.
- To engender a vision of the Columbia River Gorge as a community of interest that transcends political boundaries.
- To develop a management plan that, within the bounds of the Scenic Area Act, reflects the aspirations of the people of Gorge and others who have an interest in the Scenic Area.
- To enhance public understanding of the resources of the Columbia River Gorge.
- To encourage a spirit of stewardship among the people of the Columbia River Gorge.

## Public Involvement - Phase 1

For its first 18 months the Commission's main job has been collecting information on Gorge resources, as required by the National

Scenic Area Act. This task has not easily lent itself to public involvement, but the Commission has initiated an energetic public participation program now that this phase has concluded.

The primary objectives of involving the public at the end of this phase is to verify inventory results, and ensure that the Commission has a solid information foundation for later planning decisions. A second objective is to find out what the public thinks about the planning questions the Commission and Forest Service must face as land use designations are developed. What criteria should be considered in deciding which lands are suitable for forestry, for example, or what is the need for additional residential areas outside of exempt Urban Areas?

## Introductory Mailer

A 12-page mailer was produced by the Commission and Forest Service and mailed to 20,000 Gorge households in October 1988. It discussed information collected on recreation, economic development, forest and agricultural land, residential and commercial development, and scenic, natural and cultural resources. The publication explained how the information will be used and presented planning questions which must be resolved.

The Commission attempted to reach all Gorge property owners with this publication. In areas where property owner records were not readily available, lists of public utility service customers were used.

## Information Open Houses

The October mailer was also used to publicize a series of open houses held in Gorge counties in October and November 1988. The events were co-sponsored by the six counties, the Commission and the Forest Service. At the open houses maps and

reports presented information which has been collected about Gorge resources. People were invited to correct that information, if necessary. Planners from both staffs were available to answer questions, along with Gorge Commissioners. More than 650 people attended these events.

To get input on important planning questions, questionnaires were distributed at the open houses, and comments from 107 people were obtained and analyzed.

The open houses were also a good opportunity to inform the public about the National Scenic Area Act and the process for developing a management plan. A slide show prepared for the Commission explained this information.

### **Key Community Contacts**

Lists of key community contacts and technical specialists have been identified to help develop land use designations. These volunteers will advise Commission and Forest Service planners on many planning issues and provide a valuable link with counties and communities.

### **Conference/Interpretive Centers**

The public has been especially interested in helping the Commission make decisions on the interpretive and conference facilities authorized in the National Scenic Area Act. The Commission sought the public's help in defining the purpose and function of the two centers, as well as their siting and financing requirements. There was also extensive public involvement in establishing criteria for size, access, character and environment of the two centers.

### **Advisory Committees**

During its first 18 months, the Commission has relied on three advisory committees:

- Cultural Resources Advisory Committee, made up of representatives of the four Gorge treaty tribes, plus archaeologists from federal agencies. The committee oversaw the inventory of cultural

resources and served as a forum for informing the Commission about Native American concerns.

- Natural Resources Technical Advisory Committee, a group of volunteer professors, agency specialists and other experts. The committee advised the Commission on mapping fish and wildlife habitat, geologic features and hazards, and wildflowers and other vegetation.
- Planners Advisory Committee of planners from the six Gorge counties. The committee advised the Commission on an inventory of existing land uses, development review procedures and design of a planning process. This committee continues to be active.

### **Other Public Involvement**

As a public body, the workings of the Commission are open to public scrutiny. Nearly 800 people are mailed notice of Gorge Commission meetings. There is time for general public comment on each agenda. Over the past 18 months, almost 200 people have spoken to the Commission about issues as diverse as forest practices, water quality, Native American concerns, local economic strategies, and highway improvement.

The Commission also meets throughout the Gorge to make it convenient for people from various areas to attend and participate in its meetings.

Commissioners and staff have met 300 times with various ups and organizations, from city, county and tribal governments, to service clubs. These meetings are an important opportunity to explain the work of the Commission, and learn of concerns about and expectations for Gorge management.

The Commission's library of technical materials on Gorge resources is available for public use. Copies of most studies are also kept in Gorge libraries and planning offices to make them accessible to the public. Two especially important studies, the Recreation

Demand Study and Economic Opportunity Study, have been provided without charge to all interested people. Summaries of other studies have been freely distributed.

The Commission and Forest Service have cooperated in distributing quarterly newsletters to a mailing list of almost 3,000. This has proved to be a valuable opportunity to reach a large number of people on an ongoing basis.

## **Future Public Involvement**

Public participation in Gorge planning will continue to be important as the Commission

enters its second planning phase, making land use designations, and the third phase, drafting management plan policies. The Commission plans ongoing mailers to present planning options and their consequences, questionnaires, and open houses to review options.

The Commission will strive to present a management plan in summer 1990 that is familiar and acceptable because it reflects public priorities and concerns expressed at each planning step. It looks forward to a hard-earned consensus because of the firm public involvement foundation that is being laid today.

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# Chapter 8 - Interpretive & Conference Centers

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Congress directed the Gorge Commission to "designate the location of and specify the construction of an interpretive center or other appropriate facility, to be located in the State of Oregon, and of a conference center or other appropriate facility, to be located in the State of Washington . . ."

The Forest Service is given the task of locating areas suitable for the interpretive and conference facilities in the Special Management Areas for recommendation to the Commission.

The Act authorizes a total of \$10 million of federal funds for the facilities. These funds will become available when the management plan is approved by the Secretary of Agriculture and implemented by local county land use ordinances.

## Mission Statements

The Commission began this task by defining a "mission" for each facility. After numerous meetings at which the Commission received advice and recommendations from panels of experts, the public and several of its inventories and studies, the Commission adopted a mission statement for the facilities in July.

The mission of the interpretive center, according to the statement, is:

To establish a single interpretive center with a supporting network of small, site-interpretive and gateway information facilities.

The interpretive themes should focus on the Gorge's cultural, natural and geologic history. Information should be provided on recreation opportunities in and near the Scenic Area.

The center should attract and serve local, regional, national and international visitors;

create and disperse tourism for the greatest economic benefit to local communities; provide for permanent and traveling exhibits; and function as a repository for collections.

The center should be located with highway, river and railroad access and in a natural setting near an urban area.

The center should be publicly-owned and operated by a nonprofit organization.

For the conference center, the Commission adopted the following mission:

To establish a single, full-service, multi-purpose, self-contained conference center with flexible facilities to serve local, regional and national markets.

In order to widen the market and maximize the economic impact of the center on the Gorge economy, a public-private partnership should be formed and the available public funds should be used to attract private investment in lodging, restaurants and other amenities in conjunction with the center.

Because of the different nature and missions of the two facilities, the Commission developed different processes for siting them.

## Interpretive Center

Following three months of review and consideration, the Commission adopted siting criteria for the interpretive center in August. The Commission then invited each Oregon county and the Forest Service to nominate sites for the proposed center to the Commission.

In September, 39 sites were submitted to the Commission for review against the siting

criteria. In November the Commission reduced the number of potential sites to five. Following presentations by each proponent in December, the Commission selected Crates Point in Wasco County as its choice for the center.

The Commission and the Forest Service will next determine how to provide for design, construction, operation and maintenance of the interpretive center. Section 7(d) authorizes the Secretary of Agriculture to undertake all of these responsibilities. The Commission and the Forest Service continue to consider the mix of roles and responsibilities that will produce the best possible center.

## **Conference Center**

Reflecting its own desire and the wishes of Gorge communities to maximize the economic impact of the "conference center or other appropriate facility," the Commission resolved to use the Washington share of federal funds to attract major private investment in overnight accommodations as companion to the center. In order to lure major private investment, the Commission

settled upon a siting process that offered a role to the private sector.

After adoption of the purpose statement quoted above, the Commission learned from its consultants that the number of existing and planned conference centers in the Northwest outstripped the demand for space. They did not say that a conference center could not succeed, but advised caution and recommended further study of the market.

The Commission and the Forest Service have jointly undertaken further market analysis. The results of that analysis are expected in February 1989. The Commission will use the results to refine its mission statement for the facility.

The Commission intends to release an updated mission statement and siting criteria and invite proposals from the private and public sectors. The Commission will allow proponents to offer sites, which the Commission will review for compliance with the mission statement and siting criteria.

The Commission expects to choose a winning proposal by summer 1989.

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## Chapter 9 - Budget

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The Commission is funded wholly by the States of Oregon and Washington. The Commission neither receives nor spends any federal funds. No revenues come to the Commission from fees, special funds or non-legislative sources.

The compact created by the two states in 1987 provided that the Commission's operating budget would be apportioned equally between the two states. Initially, Oregon appropriated \$447,350; Washington appropriated \$401,000. In spring 1988, the Washington Legislature appropriated an additional \$46,000 to match Oregon's contribution. Hence, the full budget for Commission operations for the 1987-89 biennium stands at \$894,000.

### Commission Operations

The Commission's operating budget supports six full-time and one part-time (.3 FTE) employees. Salaries and benefits for the staff (\$379,797) account for 42% of the operating budget. Staff travel (\$11,533, or 1.3%) is a small portion of the budget. Site visits for development review and travel to meetings comprise the bulk of staff travel.

Equipment (\$24,770, or 2.7%) accounts for a small portion of the budget. Goods and services (\$204,030) make up a large part of the budget (23%). Goods and services needs were difficult for the drafters of the first budget to estimate for the new agency. It is in this area the Commission has had to make the most adjustment in its proposed 1989-91 budget.

Contractual services (\$273,890) account for 31% of the operating budget. These funds paid for the inventories and studies required by the Scenic Area Act. Because this work will be completed during this biennium, contractual services will be significantly lower in the next biennium.

### Commission Member Expenses

Each state pays separately for the expenses of the Commission members from its state. The compact does not require that these expenses be shared or be equal. Washington appropriated \$62,000 for its members; Oregon appropriated \$52,650. Different state compensation rates account for the greatest part of the difference.

These funds pay Commission members daily compensation for attending meetings and reimbursement for travel and per diem expenses. The 1987-89 budget anticipated 48 meetings per year for the biennium. This estimate has proved very close to the actual pace of meetings for the Commission.

Combining funds for Commission member expenses and operations, the Commission's budget for the biennium comes to \$1,008,650.

### Grants to Counties

Oregon appropriated a separate \$60,000 for grants to Oregon counties to partially reimburse them for expenses related to implementation of the Act. These funds have been used to compile inventory and land use information.

### Annual Audit

The compact between Washington and Oregon requires an annual audit of the Commission's books. The two states have negotiated an inter-state audit agreement, and will conduct their review in the spring of 1989. Copies of the audit report will be sent to the governors and legislatures when it is received.

**Columbia River  
Gorge Commission**

P.O. Box 730  
White Salmon, WA 98672

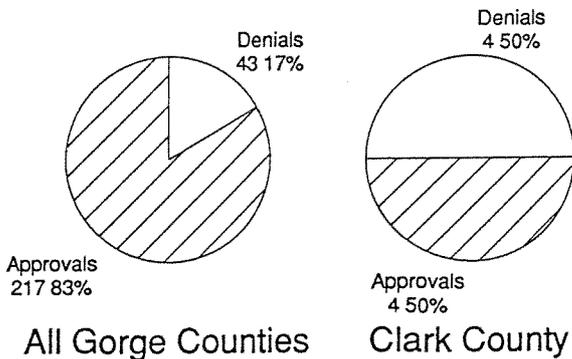


**Bulk Rate  
Permit No. 76  
White Salmon, WA  
98672**

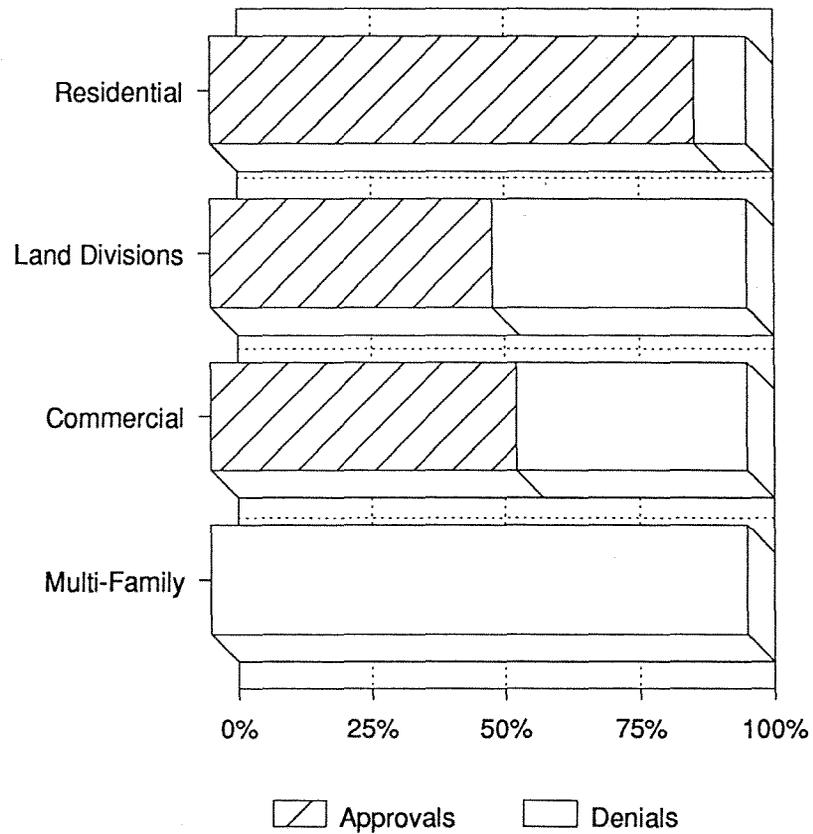
DEVELOPMENT REVIEW STATISTICS  
 January 1, 1988 - May 31, 1989

	ALL COUNTIES				CLARK COUNTY			
	Approved		Denied		Approved		Denied	
Residential								
Single-family	149	88%	21	12%	3	60%	2	40%
Additions	25	100%	0		0		0	
Accessory	19	100%	0		0		0	
TOTAL	193	90%	21	10%	3	60%	2	40%
Land Divisions	19	53%	17	47%	1	33%	2	67%
Commercial	4	57%	3	43%	0		0	
Industrial	1	100%	0		0		0	
Multi-family	0		1	100%	0		0	
Other	0		1	100%	0		0	
<b>TOTAL</b>	<b>217</b>	<b>83%</b>	<b>43</b>	<b>17%</b>	<b>4</b>	<b>50%</b>	<b>4</b>	<b>50%</b>

Approvals vs. Denials  
 Clark vs. All Counties

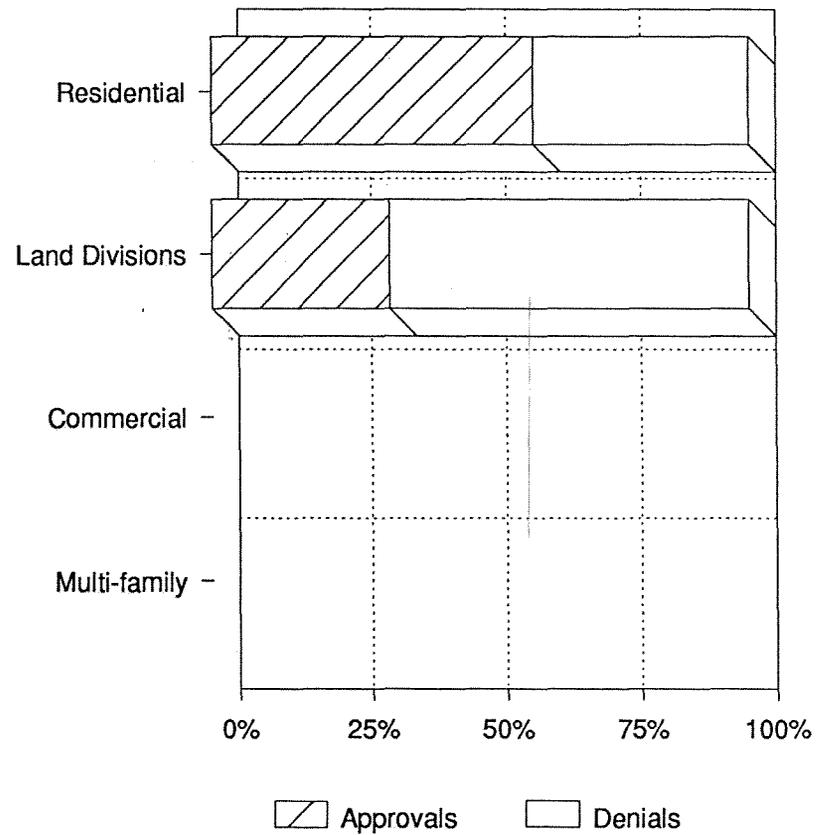


# Development Review All Gorge Counties



May 31, 1989

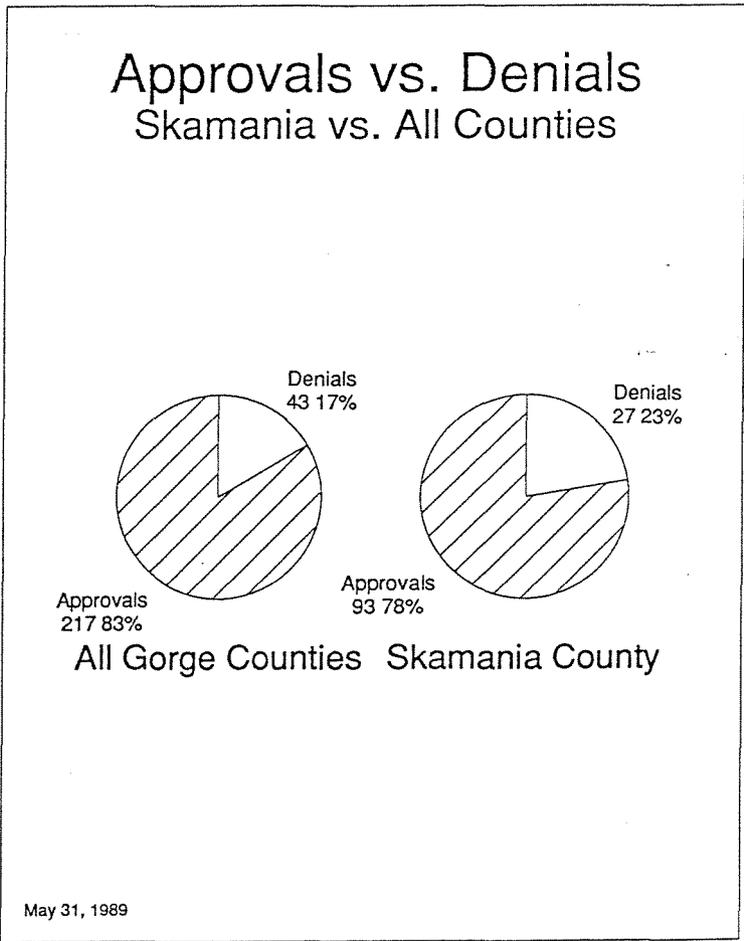
# Development Review Clark County



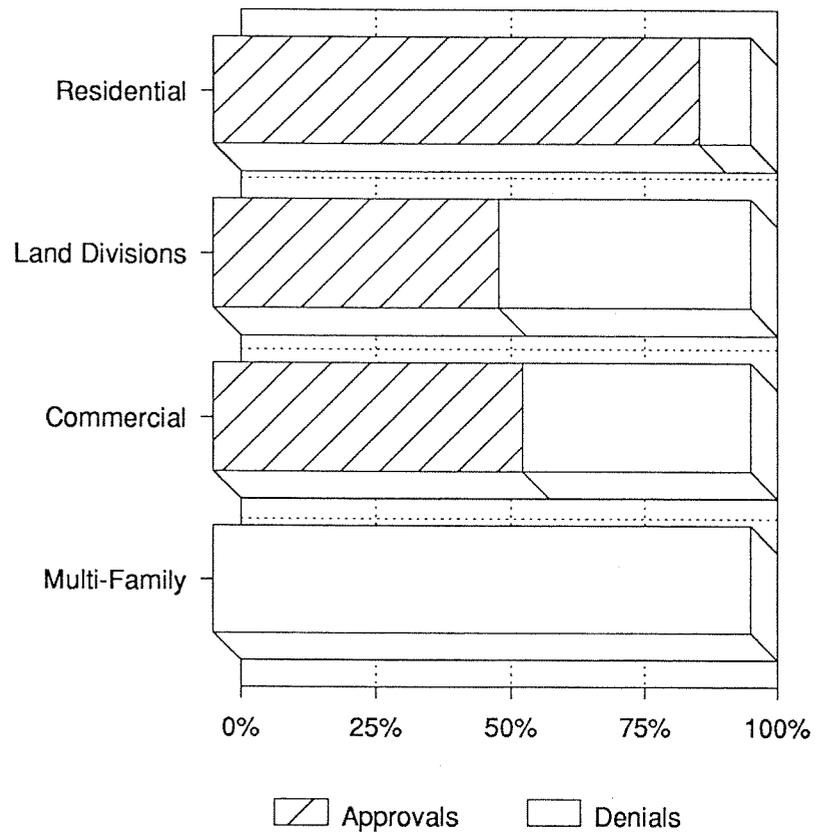
May 31, 1989

DEVELOPMENT REVIEW STATISTICS  
 January 1, 1988 - May 31, 1989

	ALL COUNTIES				SKAMANIA COUNTY			
	Approved		Denied		Approved		Denied	
Residential								
Single-family	149	88%	21	12%	72	83%	15	17%
Additions	25	100%	0		9	100%	0	
Accessory	19	100%	0		9	100%	0	
TOTAL	193	90%	21	10%	90	86%	15	14%
Land Divisions	19	53%	17	47%	2	18%	9	82%
Commercial	4	57%	3	43%	1	33%	2	67%
Industrial	1	100%	0		0		0	
Multi-family	0		1	100%	0		1	100%
Other	0		1	100%	0		0	
<b>TOTAL</b>	<b>217</b>	<b>83%</b>	<b>43</b>	<b>17%</b>	<b>93</b>	<b>78%</b>	<b>27</b>	<b>22%</b>

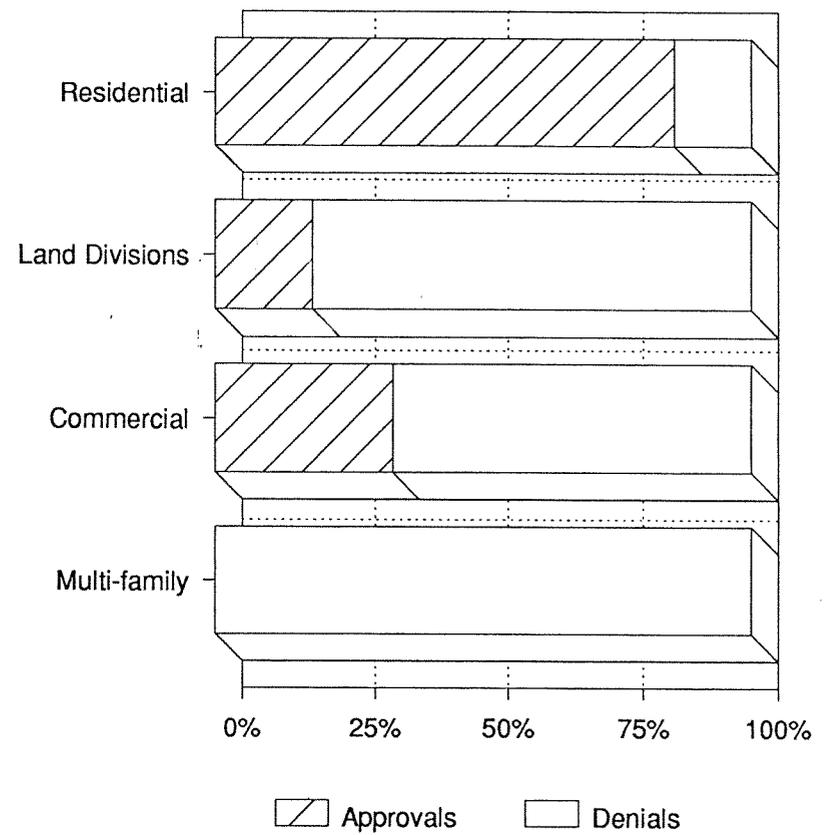


# Development Review All Gorge Counties



May 31, 1989

# Development Review Skamania County

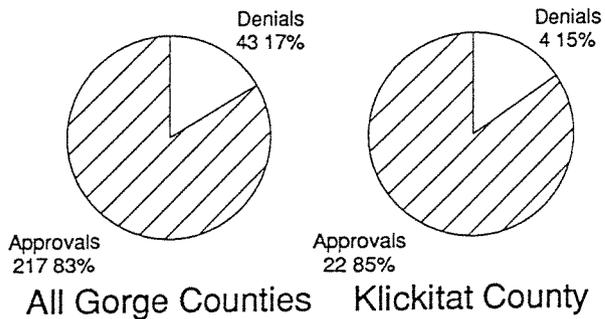


May 31, 1989

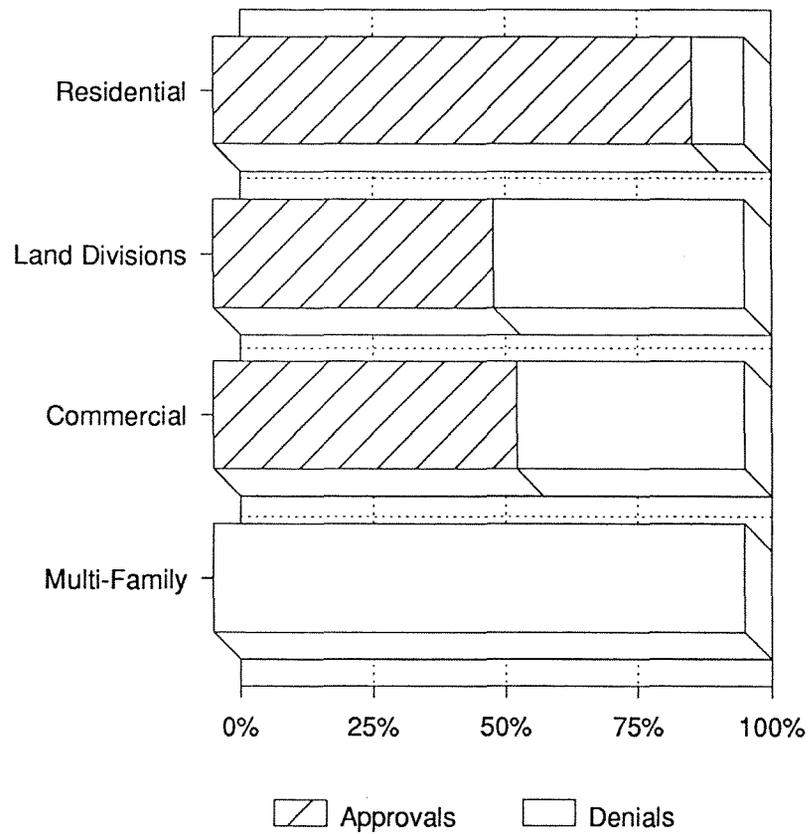
DEVELOPMENT REVIEW STATISTICS  
January 1, 1988 - May 31, 1989

	ALL COUNTIES				KLICKITAT COUNTY			
	Approved		Denied		Approved		Denied	
Residential								
Single-family	149	88%	21	12%	16	94%	1	6%
Additions	25	100%	0		3	100%	0	
Accessory	19	100%	0		0		0	
TOTAL	193	90%	21	10%	19	95%	1	5%
Land Divisions	19	53%	17	47%	2	40%	3	60%
Commercial	4	57%	3	43%	1	100%	0	
Industrial	1	100%	0		0		0	
Multi-family	0		1	100%	0		0	
Other	0		1	100%	0		0	
<b>TOTAL</b>	<b>217</b>	<b>83%</b>	<b>43</b>	<b>17%</b>	<b>22</b>	<b>85%</b>	<b>4</b>	<b>15%</b>

Approvals vs. Denials  
Klickitat vs. All Counties

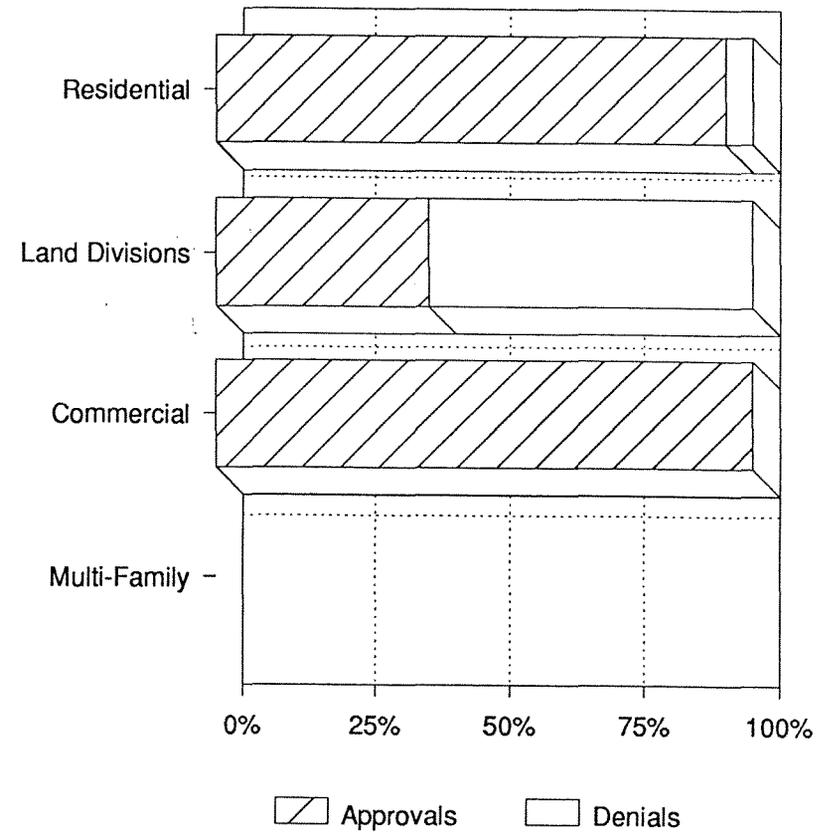


# Development Review All Gorge Counties



May 31, 1989

# Development Review Klickitat County

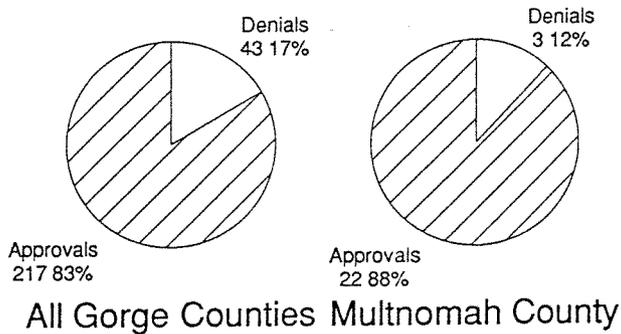


May 31, 1989

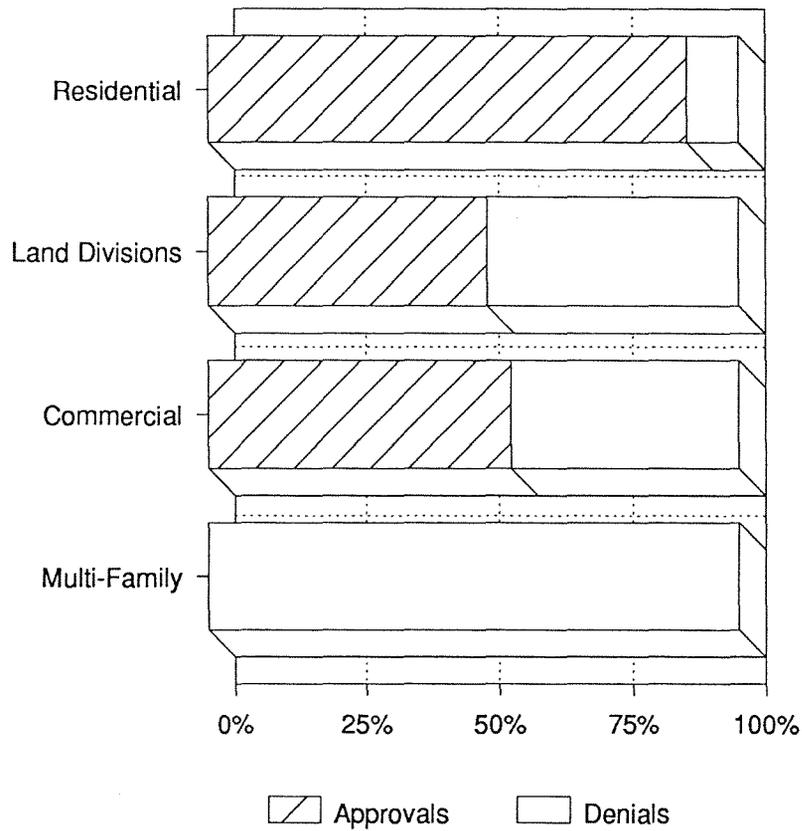
DEVELOPMENT REVIEW STATISTICS  
 January 1, 1988 - May 31, 1989

	ALL COUNTIES				MULTNOMAH COUNTY			
	Approved		Denied		Approved		Denied	
Residential								
Single-family	149	88%	21	12%	17	100%	0	
Additions	25	100%	0		1	100%	0	
Accessory	19	100%	0		1	100%	0	
TOTAL	193	90%	21	10%	19	100%	0	
Land Divisions	19	53%	17	47%	2	67%	1	33%
Commercial	4	57%	3	43%	1	50%	1	50%
Industrial	1	100%	0		0		0	
Multi-family	0		1	100%	0		0	
Other	0		1	100%	0		1	100%
<b>TOTAL</b>	<b>217</b>	<b>83%</b>	<b>43</b>	<b>17%</b>	<b>22</b>	<b>88%</b>	<b>3</b>	<b>12%</b>

Approvals vs. Denials  
 Multnomah vs. All Counties

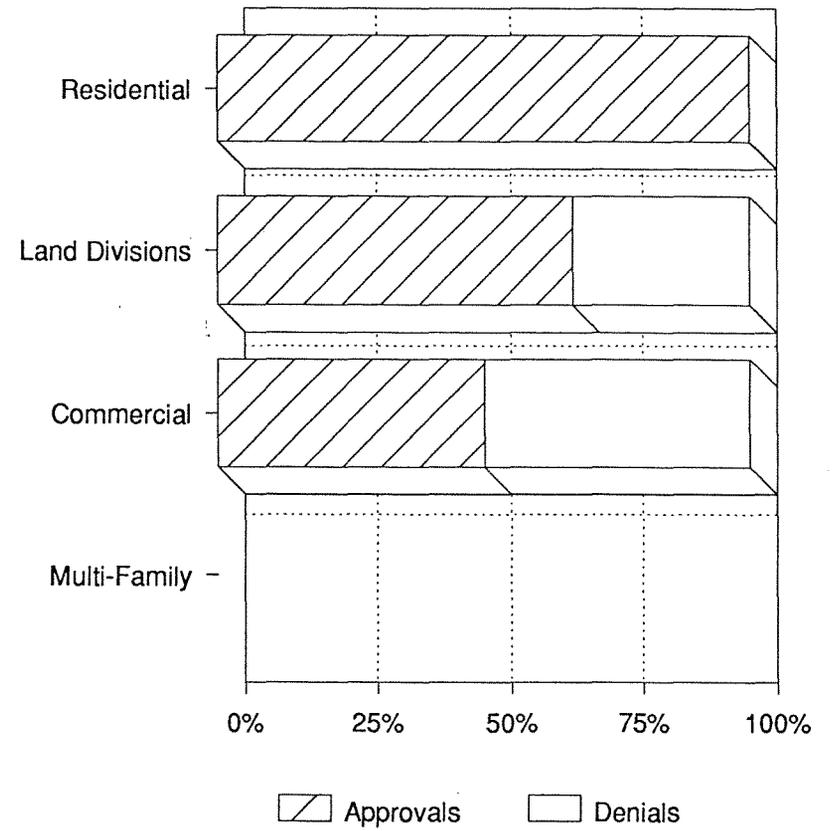


# Development Review All Gorge Counties



May 31, 1989

# Development Review Multnomah County

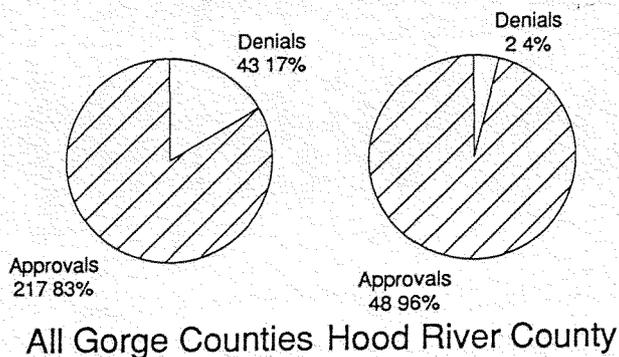


May 31, 1989

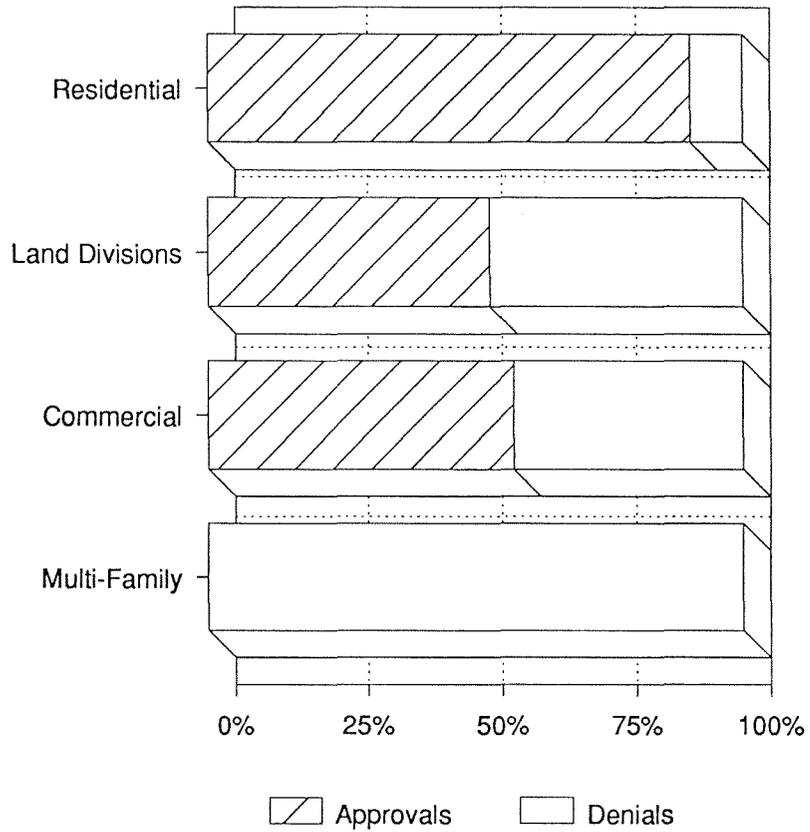
DEVELOPMENT REVIEW STATISTICS  
January 1, 1988 - May 31, 1989

	ALL COUNTIES				HOOD RIVER COUNTY			
	Approved		Denied		Approved		Denied	
Residential								
Single-family	149	88%	21	12%	28	100%	0	
Additions	25	100%	0		4	100%	0	
Accessory	19	100%	0		6	100%	0	
TOTAL	193	90%	21	10%	38	100%	0	
Land Divisions	19	53%	17	47%	8	89%	1	11%
Commercial	4	57%	3	43%	1	100%	0	
Industrial	1	100%	0		1	100%	0	
Multi-family	0		1	100%	0		0	
Other	0		1	100%	0		0	
<b>TOTAL</b>	<b>217</b>	<b>83%</b>	<b>43</b>	<b>17%</b>	<b>48</b>	<b>98%</b>	<b>2</b>	<b>2%</b>

Approvals vs. Denials  
Hood River vs. All Counties

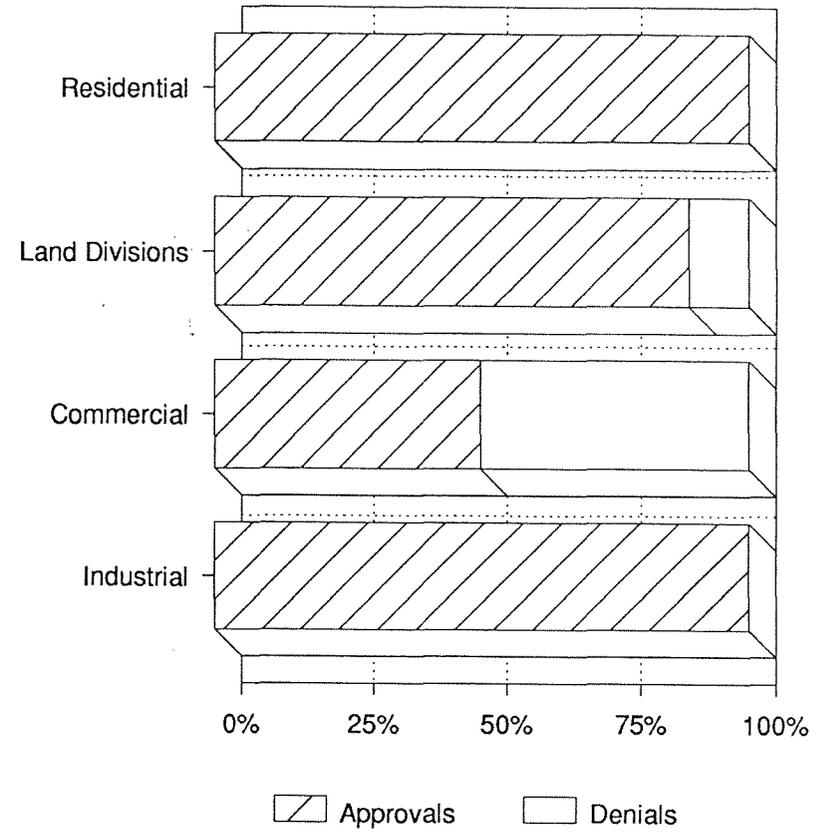


# Development Review All Gorge Counties



May 31, 1989

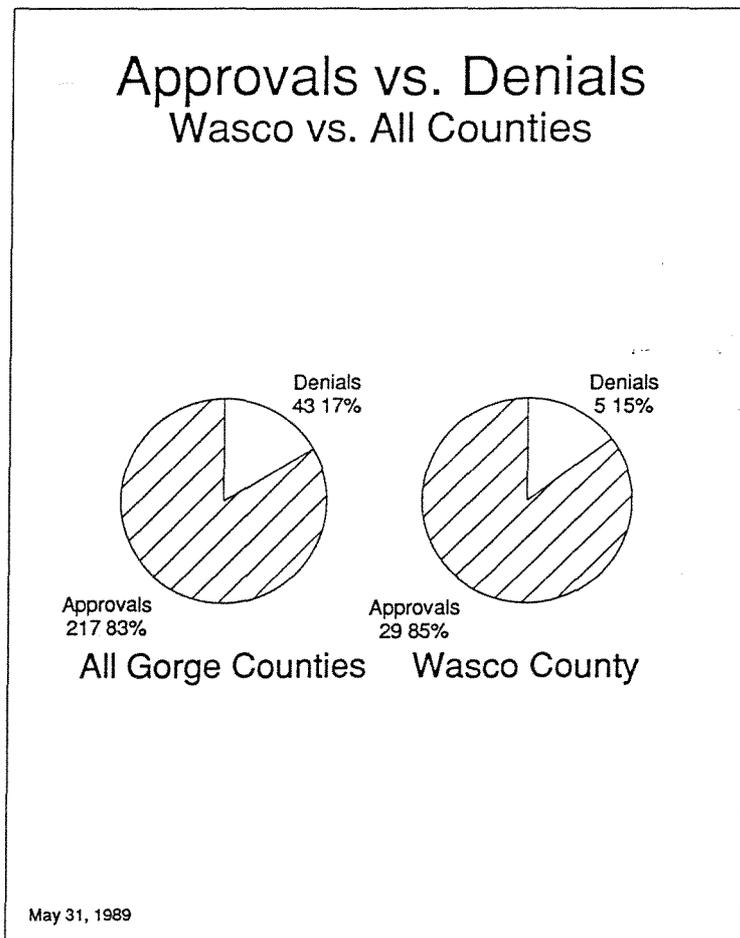
# Development Review Hood River County



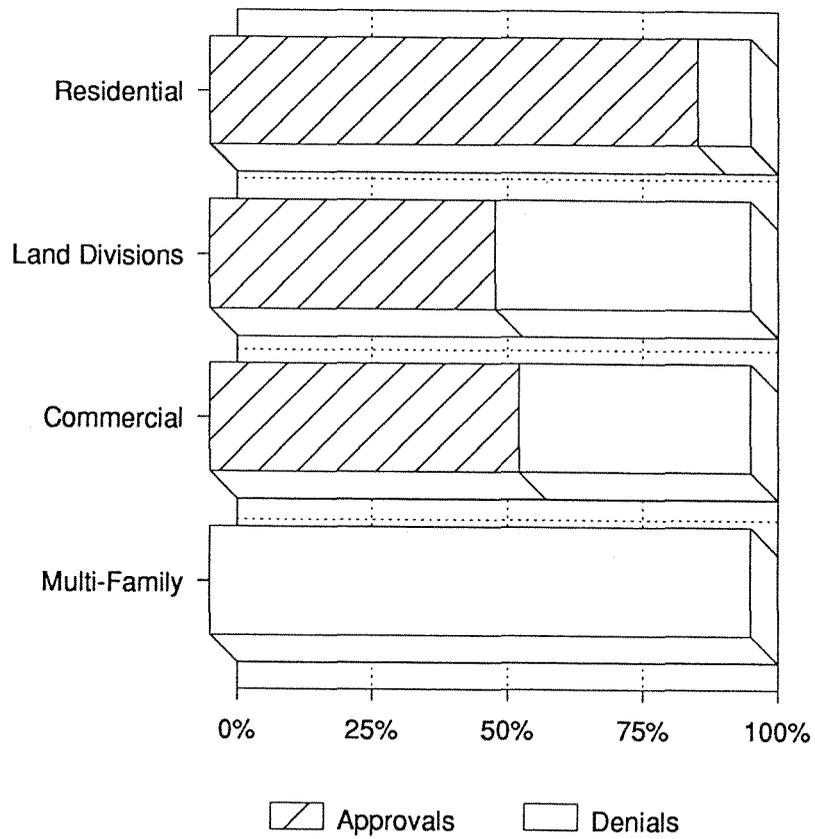
May 31, 1989

DEVELOPMENT REVIEW STATISTICS  
January 1, 1988 - May 31, 1989

	ALL COUNTIES				WASCO COUNTY			
	Approved		Denied		Approved		Denied	
Residential								
Single-family	149	88%	21	12%	14	78%	4	22%
Additions	25	100%	0		8	100%	0	
Accessory	19	100%	0		3	100%	0	
TOTAL	193	90%	21	10%	25	86%	4	14%
Land Divisions	19	53%	17	47%	4	80%	1	20%
Commercial	4	57%	3	43%	0		0	
Industrial	1	100%	0		0		0	
Multi-family	0		1	100%	0		0	
Other	0		1	100%	0		0	
<b>TOTAL</b>	<b>217</b>	<b>83%</b>	<b>43</b>	<b>17%</b>	<b>29</b>	<b>85%</b>	<b>5</b>	<b>15%</b>

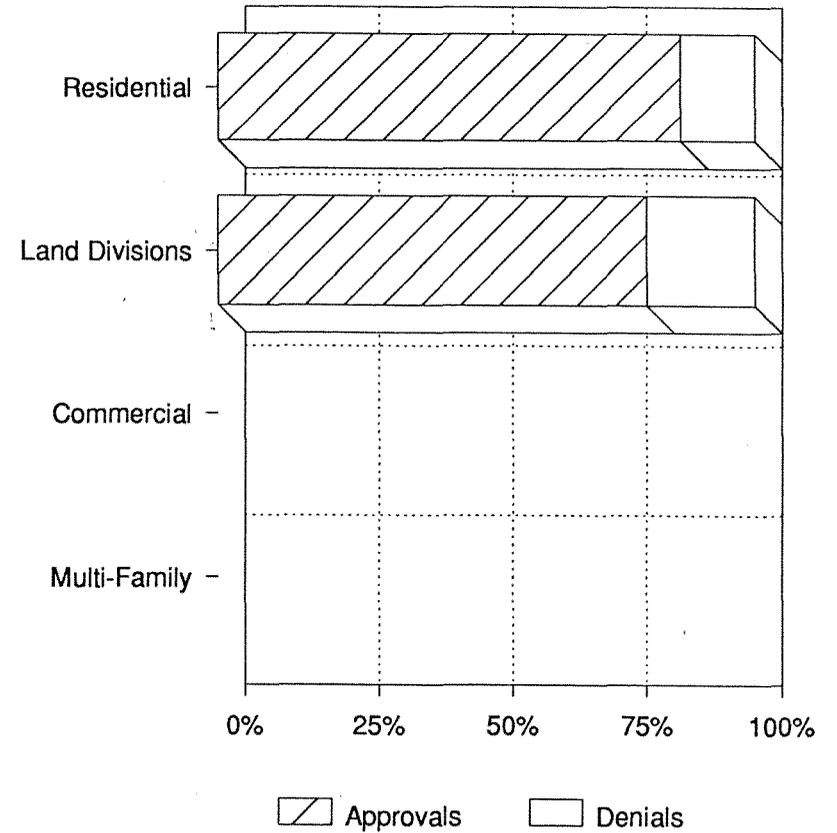


# Development Review All Gorge Counties



May 31, 1989

# Development Review Wasco County



May 31, 1989



CIRCUIT COURT OF OREGON  
FOURTH JUDICIAL DISTRICT  
MULTNOMAH COUNTY COURTHOUSE  
1021 S. W. 4TH AVENUE  
PORTLAND, OREGON 97204

LINDA L. BERGMAN  
JUDGE

DEPARTMENT NO. 11  
[503] 248-3041

June 5, 1989

1989 JUN - 8 11 3-11  
MULTNOMAH COUNTY  
OREGON

Under ORS 417.420(4) I, as Chief Juvenile Court Judge for Multnomah County, concur in the Juvenile Service Commission plan for 1989 to 1991.

I serve as a member of the Multnomah County JSC and more particularly on the High Risk Committee. I have, therefore, been involved in the planning process, have read all the RFP's submitted and participated in all RFP interviews, evaluations and final decisions. The process was difficult but thorough.

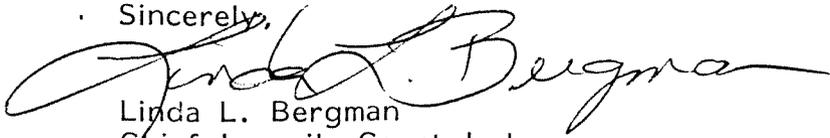
All of the programs recommended for funding under prevention or intervention are excellent programs which will fill service gaps and better serve the children and families of this county. They are all responsive to the needs of girls and ethnic minorities. They all show community support and the ability to fulfill all contract requirements.

Unfortunately, it is clear to everyone involved in providing services to children and families that the needs greatly exceed the funds available. The JSC plan has identified service gaps that will not be filled in this funding cycle. For example, it was unable to fund a qualified program to provide intensive comprehensive services to black males in the high risk category. That area is being addressed by other funding requests at the state and federal level and the Court supports such requests. We all recognize that these young men are at risk of commitment to the state training schools and that all efforts must be made to develop appropriate community based programs for them.

June 5, 1989  
Page 2

On behalf of the Multnomah County Juvenile Court, I commend the plan to you as a statement of the needs of our children and their families and an appropriate response to many of those needs. I also assure you of our continued support and commitment as we work toward our mutual goals.

Sincerely,

A handwritten signature in cursive script, appearing to read "Linda L. Bergman". The signature is written in black ink and is positioned above the typed name.

Linda L. Bergman  
Chief Juvenile Court Judge  
for Multnomah County

LB/kp

DATE SUBMITTED May 30, 1989

(For Clerk's Use)  
Meeting Date 6/06/89  
Agenda No. #4 pm

REQUEST FOR PLACEMENT ON THE AGENDA *Jef -*

Subject: MCA options

Informal Only\* June 6, 1989  
(Date)

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

DEPARTMENT Human Services

DIVISION Directors Office

CONTACT Fred Christ

TELEPHONE x5276

\*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Comm. Bauman

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

Options for the future structure of Metropolitan Community Action will be presented as requested by the Board at their May 11 meeting.

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

ACTION REQUESTED:

- INFORMATION ONLY
- PRELIMINARY APPROVAL
- POLICY DIRECTION
- APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 45 minutes

IMPACT:

PERSONNEL

- FISCAL/BUDGETARY
- General Fund

Other \_\_\_\_\_

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: *Beck Bauman*

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.

RICK BAUMAN  
Multnomah County Commissioner  
District 3



606 County Courthouse  
Portland, Oregon 97204  
(503) 248-5217

June 2, 1989

TO: Board of County Commissioners  
FR: Rick Bauman  
RE: Report on MCA Structure

On May 11, 1989 the Board asked me to review our current relationship with Metropolitan Community Action (MCA), and to recommend any appropriate changes in that relationship.

I convened meetings on May 19 and May 26 to hear the views of some fifteen representatives of MCA, the County, the Contractors Association and Board staff. I believe the viewpoint of each organization was expressed well and thoroughly. These recommendations are the result of those meetings and extensive follow-up discussions with board staff and others.

In coming to a decision I tried to keep in mind two questions: Will a new structure solve the identified problems, and will it deliver the best quality and assistance to the county residents in need of services? An additional consideration was our responsibility to adhere to both the letter and spirit of the 1988 agreement.

It seemed important to me that the County not rush to condemn a system that has had barely one year to function. There have certainly been problems with the MCA/Contractor and MCA/County relationships in the last year. There have been other problems within MCA. But there has not yet been a convincing case made that this structure will not work.

Therefore, I recommend the Board consider these actions:

1. MCA should remain an independent agency with authority to contract for services, plan community services and advocate for the low-income residents of Multnomah County.

MCA has made errors in the last year. Financial mistakes were frequent and weatherization moneys have gone unspent. However, with the transfer of weatherization duties to the county, most of those errors are off the table. Other problems were transitional in nature. Further, most of the community agrees that the MCA financial house is now in order.

Planning and advocacy are best done apart from the county structure for reasons of independence and perception, and MCA should work to enhance both. While MCA's efforts at advocacy on the part of low income citizens has been effective in many cases, more effort should be directed toward that function, particularly in finding new revenue sources. Planning is not now a cooperative effort. MCA must work more closely with contractors and others to ensure a planning process that everyone can agree on.

MCA must also work harder to address the needs of the entire county. While Portland demands much attention, the low-income residents of Gresham, Troutdale, Fairview, Wood Village, Maywood Park and unincorporated Multnomah County deserve equal care.

2. Personalities have become a hazard to the system. Both the Department of Human Services and the MCA Board should review current staffing patterns and personnel to ensure that the ability to perform functions in cooperation with each other and the community is present.

3. Communication among the MCA Board, the Department of Human Services, contractors and the Board of County Commissioners must be improved. I suggest:

- (A) the MCA Board should place on its regular monthly agenda a report from the Department to the Board on state and county concerns and a time to answer questions from the Board;
- (B) the Contractor's Association should also have regular access to the Board's agenda;
- (C) the MCA Board should report regularly to the Board of County Commissioners with advice on matters of interest to low-income residents;
- (D) the MCA Board's relationship to the FAC should be better defined and coordinated.

4. MCA should be given broader responsibility for program evaluation. Our community lacks significant unbiased evaluation of program effectiveness and cost. MCA should be given the task and the tools to make it the community's premier evaluative agency. County/MCA contract negotiations should attempt to define exactly what evaluation will consist of and the form it will take.

These decisions are based on my confidence that the current structure can work given time. If, over time, this confidence is found to be in error, major structural changes may be in order and necessary. I strongly feel that this will not be necessary if all parties participate in a cooperative spirit to promote the interests of those depending on the services of this system.



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES  
7th FLOOR J. K. GILL BUILDING  
426 S.W. STARK STREET  
PORTLAND, OREGON 97204  
(503) 248-3782

6/6/89

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

## MEMORANDUM

TO: County Chair Gladys McCoy

FROM: Duane Zussy, Director *Duane Zussy*  
Department of Human Services

DATE: June 5, 1989

SUBJECT: DHS Recommendations Regarding MCA Structure

I am writing in response to your request this morning for DHS recommendations regarding the County's relationship with Metropolitan Community Action (MCA) for next year. This request arose out of our discussion of Commissioner Bauman's June 2nd report of the MCA structure and your concerns regarding the recommendation for continuation of the status quo reflected therein.

As I mentioned to you during our discussion, DHS is prepared to implement any decision the Board of County Commissioners makes, without equivocation.

None-the-less, DHS shares the concerns regarding the potential liability and risk to the County which has been raised by the Finance office and which seems to be increased by the structure of our present relationship with MCA. (Please see attached memo from Dave Boyer.)

With the foregoing in mind, the Department of Human Services makes the following policy recommendations regarding the roles of the County and MCA in the administration of the Community Action/Emergency Basic Needs Program.

1. The County should contract directly with service providers for emergency basic needs and community action services in FY89-90.

As a matter of policy, the Department believes that the County should not contract out to an intermediary the responsibility for subcontracting with direct service providers. Such an arrangement significantly increases the County's liability and risk, and in practice has proven to be fraught with operational problems.

Memo to Chair Gladys McCoy  
June 5, 1989  
Page 2

If we contract directly with providers, we eliminate an intermediate layer, and retain the ability to identify and correct potential problems since, in either case (direct contract or subcontract through MCA) the County has 100 percent liability for the funds expended in the event of disallowances by the state or federal governments.

2. The County should contract with MCA to provide planning, system coordination and advocacy.

This split of responsibilities between the County and MCA will provide appropriate checks and balances between the planning function, and actual resource allocation process.

The integrity of the system would be better protected by having someone other than those who develop the service plan responsible for allocations to subcontractors. At the same time, contracting out the advocacy function provides the opportunity for advocacy independent of the County structure and interests.

3. The County should directly appoint an 18 to 21 member "Community Action Administering Board" which is advisory to the BCC, and MCA should be allowed to freely select its own separate governing board to run the affairs of their agency.

We agree with the concerns raised by State Community Services regarding the potential conflicts of interest that may arise as a result of the MCA governing board also acting as the "County Community Action Administering Board". Our observation has been that it is difficult, (as the state suggests) for the MCA board to divorce itself from the best interests of the agency in making system-wide decisions.

An independent administering board, separate from MCA, which we are recommending be appointed by the Chair, with confirmation by the Board of County Commissioners, would meet the requirements of federal regulations and should receive regular input from all concerned parties, including this department, MCA, the funders, the subcontractors, advocacy groups, etc. In turn, this independent administering board should make recommendations on all community-action related issues prior to their being taken before the Board of County Commissioners.

Memo to Chair Gladys McCoy  
June 5, 1989  
Page 3

In closing, I must acknowledge that I am somewhat uncomfortable in offering recommendations which conflict with those put forward by Commissioner Bauman, our Liaison Commissioner. The recommendations contained herein are known to Commissioner Bauman and to MCA. They are consistent with the position I have taken throughout the recent discussion of this issue and are offered here in response to your request for the Department's position on this matter.

I would re-emphasize that, while we are firm in our beliefs about these recommendations, this Department is prepared to implement any decisions the Board makes in this regard and to support your final position as strongly as we would if it were our own first choice. We are confident that your decisions will prove to be the most correct and proper in this regard.

cc: Liaison Commissioner Rick Bauman  
County Commissioner Pauline Anderson  
County Commissioner Gretchen Kafoury



# MULTNOMAH COUNTY OREGON

BOARD OF COUNTY COMMISSIONERS  
 GLADYS McCOY, CHAIR  
 PAULINE ANDERSON  
 POLLY CASTERLINE  
 GRETCHEN KAFOURY  
 RICK BAUMAN

DEPARTMENT OF GENERAL SERVICES  
 PORTLAND BUILDING  
 1120 SW FIFTH, 14th FLOOR  
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OFFICE OF THE DIRECTOR  
 PLANNING & BUDGET (503) 248-3883  
 COUNTY COUNSEL (503) 248-3138  
 EMPLOYEE SERVICES (503) 248-5015  
 FINANCE (503) 248-3312  
 LABOR RELATIONS (503) 248-5135

## MEMORANDUM

TO: Duane Zussy, DHS Director

FROM: David Boyer, Finance Director *DB*  
 Jean Uzelac, Accounting Supervisor *JU*

DATE: May 25, 1989

SUBJECT: Metropolitan Community Action (MCA)

We received Community Action Agency of Portland's audit report for the six months ending June 30, 1988. The audit excluded the pass-through funds because the audit firm was not engaged to perform such an audit. The County's contract with MCA calls for "an agencywide audit". Therefore, we wish to call to your attention the audit report is in non-compliance with our contract.

This report was to be submitted by November 28, 1988 and was not completed until April 28, 1989. In addition, MCA was to provide a reconciliation carryover funds if the original financial statements were not in agreement with the audited financial statements. The reports are different and the reconciliation has not been submitted.

During this fiscal year we have had other problems, as previously discussed, relative to MCA's untimely financial reporting, 89-90 budget submission and the weatherization program. To limit Multnomah County's potential liability these items must be resolved during the 1989-90 contract negotiations with MCA.

If we can be of any assistance or if you have any questions please contact Jean Uzelac at Ext. 2766.

6601F/JU/js

cc: ✓ Linda Alexander  
 ✓ Dave Warren  
 ✓ Bill Thomas

*5/26/89*

*Duane Z*

*I suggest the county perform the functions that MCA is not providing per contract, ie contract services*

*DB*