

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
May 22 - 26, 1989

- Tuesday, May 23, 1989 - 9:30 AM - Planning Items . . . Page 2
followed by Informal briefing
- Tuesday, May 23, 1989 - 2:00 PM - Opening of Mid County Service
Center, 2900 SE 122nd Avenue
- Wednesday, May 24, 1989 - 8:30 a.m. - 12:00 noon . . . Page 3
Justice Services Work Session
Blue Lake Park - Lake House
- Thursday, May 25, 1989 - 9:30 AM - Formal Meeting. . . Page 4
- Thursday, May 25, 1989 - 7:00 PM - Public Hearing. . . Page 6
regarding Library Management
Main Library - 801 SW Tenth

Tuesday, May 23, 1989 - 9:30 AM

Multnomah County Courthouse, Room 602

*BCC
Agenda
Planning Comm
Decision*

PD 1-89 Public Hearing - Review 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.

Scope of Review will be On the Record with Additional Testimony Limited to Rights-of-Way Analysis and 30 minutes per side

After the Public Hearing, the following Informal Matters will be heard:

1. Informal Review of Bids and Requests for Proposals:
 - a) Agricultural Tractor with Mower
 - b) East County Sidewalk Construction
 - c) Vehicle & Equipment Parts and/or Repairs
 - d) Courier Service
2. Business Recruitment Update - Fred Neal & Judy Boyer
3. Informal Review of Formal Agenda of May 25, 1989 is CANCELLED

PUBLIC TESTIMONY WILL NOT BE TAKEN AT INFORMAL MEETINGS

Thursday, May 25, 9:30 AM

Multnomah County Courthouse, Room 602

Formal Agenda

REGULAR AGENDA

BOARD OF COUNTY COMMISSIONERS

- R-1 In the Matter of Recognition of Volunteers who have made contributions of time, energy, and ideas to Multnomah County - TIME CERTAIN: 9:30 AM

DEPARTMENT OF ENVIRONMENTAL SERVICES

- R-2 Resolution for the Purpose of Recognizing National Public Works Week, May 21-27, 1989
- R-3 In the matter of ratification of an intergovernmental revenue agreement with Tri-Met for reimbursement for improvements to Cleveland Ave. associated with the functioning of the Light Rail and Cleveland Avenue Park and Ride - Term January 1989 - July 1, 1989

PUBLIC CONTRACT REVIEW BOARD

(Recess as the Board of County Commissioners and reconvene as the Public Contract Review Board)

- R-4 In the Matter of Exempting from Public Bidding Contract Work with MacKay Construction, Inc. in excess of the 20% Contract Amendment Limitation
- R-5 In the Matter of Exempting from Public Bidding a Contract with Glisan Street Recreation, Inc. to provide Seasonal Grounds Maintenance Services at Glendoveer Golf Course

DEPARTMENT OF GENERAL SERVICES

- R-6 In the Matter of Exempting from Public Bidding Cellular Air Time and Equipment from Cellular One and it's Agents
- (Recess as the Public Contract Review Board and reconvene as the Board of County Commissioners)
- R-7 In the matter of an intergovernmental agreement with State of Oregon Department of Revenue for appraisal services for principal industrial accounts (Palmco & Fujitsu Micro-Electronics Industrial Properties) Term - July 1, 1988- June 30, 1989

ORDINANCES - DEPARTMENT OF GENERAL SERVICES

- R-8 Second Reading - An Ordinance in the Matter of Adoption of Salary Ranges for Fiscal Year 1989-90 for Employees Covered by the Exempt Classification/Compensation Plan; and repealing Ordinance No. 580

DEPARTMENT OF HUMAN SERVICES

- R-9 Budget Modification DHS #53 reflecting an increase in the Amount of \$60,646 from State Mental Health Grant Amendment #34-Revised to Social Services, DD Program (\$45,849), MED Program (\$40,000) and decreasing A & D Programs (\$25,203) affecting various positions and line items
- R-10 Budget Modification DHS #57 making an appropriations transfer in the amount of \$24,000 from Social Services, A & D contracts to Hooper Detox Center to cover budget shortfall
- R-11 Budget Modification DHS #61 making an appropriations transfer in the amount of \$19,000 from Human Services Administration to Social Services Youth Program Office to contract for services to youth at risk of gang involvement

DEPARTMENT OF JUSTICE SERVICES

- R-12 In the matter of ratification of an intergovernmental revenue agreement with the City of Portland whereby County receives funding for fulltime Alternative Community Service Parks (ACSP) crew leader to work in sites maintained by Bureau of Parks and Recreation, and ACSP crews for a maximum of four days per week - Term, July 1, 1989 - June 30, 1990
- R-13 In the matter of ratification of an intergovernmental revenue agreement with the City of Portland Police Bureau whereby County will release inmates to Portland Police Bureau for interview and investigation purposes

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

WORK SESSION

DEPARTMENT OF JUSTICE SERVICES

Wednesday, May 24, 1989

Blue Lake Park Lake House

8:30 AM - 12:00 Noon

PUBLIC HEARING ON COUNTY LIBRARY MANAGEMENT

A Public Hearing on the Proposed New Management Structure of the Multnomah County Public Library has been scheduled for Thursday, May 25, 1989 at 7:00 PM in the Central Library auditorium, 801 SW 10th Avenue.

The Multnomah County Board of Commissioners will hear public testimony on the proposal to transfer management authority from the Library Association of Portland to a new Public Commission which would be appointed by the County.

0499C.41-48

May 25, 1989

In the matter of approval of Formal Bids and)
Requests for Proposals: a) Agricultural)
Tractor w/Mower, b) East County Sidewalk)
Construction, c) Vehicle & Equipment Parts)
and/or Repairs, d) Courier Service)

Following explanation by Lillie Walker, Purchasing Director, and no objections by the Board the above-entitled Bids and Requests for Proposals were approved.



MULTNOMAH COUNTY OREGON

#1 5/23/89
Approved 5/25/89 A.M.

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 17, 1989
SUBJECT: FORMAL BIDS AND REQUESTS FOR PROPOSALS SCHEDULED FOR INFORMAL BOARD

The following Formal Bids and/or Professional Services Request for Proposals (RFPs) are being presented for Board review at the Informal Board on Tuesday, May 23, 1989.

1989 MAY 17 11:17 AM
MULTNOMAH COUNTY
CLERK OF BOARD OF COUNTY COMMISSIONERS

Bid/RFP No.	Description/Buyer	Initiating Department
B19-250-3427	AGRICULTURAL TRACTOR w/MOWER	DES
	Buyer: Jan M. Thompson Ex. 5111	Contact: Tom Guiney Phone: 5050
b61-200-3508	EAST COUNTY SIDEWALK CONSTRUCTION	DES/Trans.
	Buyer: Franna Ritz, Larry Weaver Ex. 5111	Contact: Roy Morrison Phone: 5050
B07-902-3506	VEHICLE & EQUIPMENT PARTS AND/OR REPAIRS	DES
	Buyer: Jan Thompson Ex. 5111	Contact: Bob Pearson Phone: 5050

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

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



MULTNOMAH COUNTY OREGON

DEPARTMENT OF GENERAL SERVICES

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

GLADYS McCOY
 COUNTY CHAIR

Formal Bids and Professional Services Requests for Proposals (RFPs) for Informal Board,
 Tuesday, May 23, 1989.

Continued . . .

Bid/RFP No.	Description/Buyer	Initiating Department
B62-760-3431	COURIER SERVICE Buyer: Jan Thompson Ex. 5111	District Attorney Contact: Lisa Moore Phone: 3133
	Buyer: Ex. 5111	Contact: Phone:

TO: DAILY JOURNAL OF COMMERCE

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

MULTNOMAH COUNTY

Proposals Due: June 8, 1989 at 2:00 P.M.

Proposal No. B19-250-3427

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

Agricultural Tractor w/boom mower/brushcutter

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

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

Lillie M. Walker, Director
Purchasing Section

PUBLISH: May 25, 1989



MULTNOMAH COUNTY OREGON

INVITATION FOR BIDS # B19-250-3427 To be opened 2 P.M. June 8, 1989

SEALED BIDS will be received by the Purchasing Director of Multnomah County in the Ford Building Lobby, 2505 S.E. 11th Avenue, Portland, Oregon, 97202, until 2 P.M. Pacific Time and will be publicly opened and read for furnishing Agricultural Tractor with Boom Mower/Brushcutter

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

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

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

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

Pursuant to Multnomah County Administrative Rules, the County may, in its discretion, waive the bid security requirements of ORS 279.033 for contracts other than those for public improvements. No proposal will be considered unless accompanied by a check payable to Multnomah County, certified by a responsible bank, or in lieu thereof a surety bond for an amount equal to ten percent of the aggregate proposal, unless otherwise specified in the space provided below. The successful bidder may be required to furnish a performance bond satisfactory to the Board in the full amount of the contract.

Surety Bond: W A I V E D

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

Dated at Portland, Oregon May 10, 1989.

Board of County Commissioners
MULTNOMAH COUNTY, OREGON

Publication Dates May 25, 1989

By _____
Lillie M. Walker, Director
Purchasing Section

To the Board of County Commissioners:

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

In compliance with ORS 279.350 for public works projects and as a part of this bid, the bidder herein agrees to covenant in his contract and it shall be a condition of his bond that in performing his contract he will pay and cause to be paid not less than the prevailing rate of wages as of the date of his bid in such county per hour, per day and per week for and to each and every workman who may be employed in and about the performance of his contract. If the public officers who make the contract determine at any time that the prevailing rate of wages has not been or is not being paid as required by the contract, they may retain from the moneys due to the contractor an amount sufficient to make up the difference between the wages actually paid and the prevailing rate of wages, and they may also cancel the contract.

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

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

Accompanying this proposal is a _____ W A I V E D _____ in the amount of _____ Dollars (\$) _____ ("Certified Check" or "Surety Bond") which is not less than ten percent of the total amount of this bid.

(Signature of bidder) _____
Legal name of firm or corporation

By _____
(Name)

Dated _____

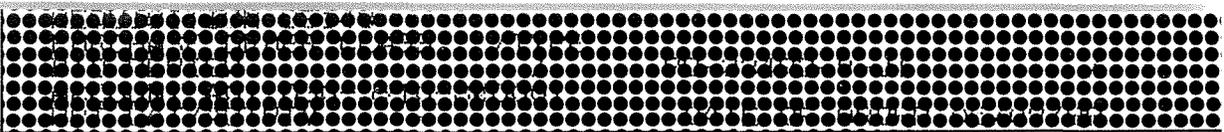
(Title)

Address _____



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

VENDOR
 VENDOR



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

BID/QUOTATION
 DATE 06/08/89
 NAME TRCTR/MOWR
 NUMBER B192503427

REQUEST FOR BID/QUOTATION

OPEN DATE 06/08/89	TO BE QUOTED F.O.B. DESTINATION	TERMS OF PAYMENT BID TO INDICATE
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ITEM	MAT ID	QUANTITY	U/M	SPECIFICATIONS	UNIT PRICE	TOTAL PRICE
1		1	EA	DELIVERY LOCATION: MULTNOMAH COUNTY FLEET SERVICES, 1620 SE 190TH AVENUE, PORTLAND, OR 97233. AGRICULTURAL TRACTOR WITH MID-MOUNTED BOOM ROTARY MOWER /BRUSHCUTTER AS PER SPECIFICATIONS. I N S T R U C T I O N S T O B I D D E R S CLARIFICATION OF SPECIFICATIONS ANY VENDOR REQUIRING FURTHER CLARIFICATION OF THE INFORMATION CONTAINED HEREIN SHOULD SUBMIT SPECIFIC QUESTIONS IN WRITING TO: MULTNOMAH COUNTY PURCHASING DIVISION C/O JAN M. THOMPSON BUYER 2505 SE 11TH PORTLAND, OR 97202		



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

VENDOR
 VENDOR

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

REQUEST FOR BID/QUOTATION

BID/QUOTATION
 DATE 06/08/89
 NAME TRCTR/MQWR
 NUMBER B192503427

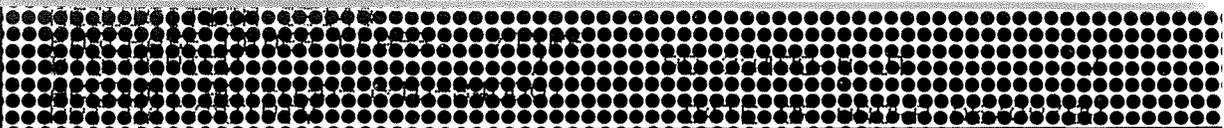
OPEN DATE 06/08/89 TO BE QUOTED F.O.B. DESTINATION TERMS OF PAYMENT BID TO INDICATE

ITEM	MAT ID	QUANTITY	U/M	SPECIFICATIONS	UNIT PRICE	TOTAL PRICE
<p>A WRITTEN RESPONSE WILL BE PROVIDED TO THOSE QUESTIONS WHICH ARE DEEMED APPROPRIATE, COPIES OF WHICH WILL BE SENT TO ALL VENDORS IN RECEIPT OF THIS IFB. QUESTIONS WILL NOT BE ANSWERED VERBALLY EXCEPT THOSE WHICH WOULD CLARIFY SPECIFICATIONS AND REQUIREMENTS OF THIS IFB AND AND AS FURTHER PROVIDED HEREIN. HOWEVER, ANY ACTIONS OR CHANGES RESULTING FROM THESE COMMUNICATIONS WILL BE FORWARDED TO ALL BIDDERS AS AN ADDENDUM TO THIS IFB.</p> <p>ORAL INSTRUCTIONS OR INFORMATION, CONCERNING THE SPECIFICATIONS FOR THE PROJECTS OR REQUIREMENTS, GIVEN OUT BY COUNTY OFFICERS, EMPLOYEES, OR AGENTS TO PROSPECTIVE BIDDERS SHALL NOT BIND THE COUNTY, ANY ADENDA SHALL BE ISSUED BY THE PURCHASING DIRECTOR NOT LATER THAN (5) DAYS PRIOR TO BID OPENING.</p> <p>CANCELLATION OF AWARD</p> <p>MULTNOMAH COUNTY RESERVES THE RIGHT TO CANCEL AWARD OF THE CONTRACT RESULTING FROM THIS BID AT ANY TIME BEFORE EXECUTION OF THE CONTRACT BY BOTH PARTIES IF CANCELLATION IS DEEMED TO BE IN MULTNOMAH COUNTY'S BEST INTEREST. IN NO EVENT SHALL MULTNOMAH COUNTY HAVE ANY LIABILITY FOR THE CANCELLATION OF AWARD. THE BIDDER ASSUMES THE SOLE RISK AND RESPONSIBILITY FOR ALL EXPENSES CONNECTED WITH THE PREPARATION OF IT'S BID.</p> <p>COMPLETION OF FORMS</p>						



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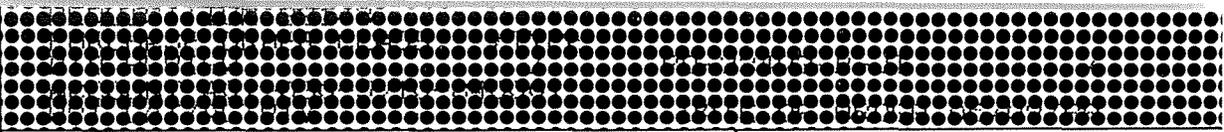
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<p>THE BIDDER MUST SUBMIT THE PROPOSAL ON THE PROPOSAL FORM UNIT PRICE COLUMN OPPOSITE THE ITEM NO. BEING BID. THE TOTAL OF EACH LINE ITEM SHOULD BE INDICATED IN THE TOTAL PRICE COLUMN. THE TOTAL OF ALL LINE ITEMS BID SHOULD BE INDICATED IN THE TOTAL PRICE COLUMN AFTER THE LAST LINE ITEM NO. LISTED ON THIS REQUEST. THE BLANK SPACES SHOULD BE COMPLETED IN ACCORDANCE WITH THE APPARENT INTENT.</p> <p style="text-align: center;">ATTENTION!</p> <p>THE SIGNATURE OF THE BIDDER SUPPORTING THE BID MUST APPEAR IN THE SPACE PROVIDED FOR THIS PURPOSE ON THE COVER PAGE.</p> <p>THE COMPLETE PROPOSAL SHOULD BE SUBMITTED IN ITS ENTIRETY AND SHOULD NOT BE TORN APART.</p> <p style="text-align: center;">T E R M S</p> <p>TERMS OF PAYMENT</p> <p>DISCOUNTS FOR EARLY PAYMENT WILL BE CONSIDERED IN AWARDING THE BID IF AT LEAST 20 DAYS ARE ALLOWED FOR MAKING PAYMENT. DISCOUNT TIME SHALL COMMENCE UPON RECEIPT OF MATERIAL/SERVICES OR PROPERLY EXECUTED INVOICE, WHICHEVER IS THE LATER.</p>						



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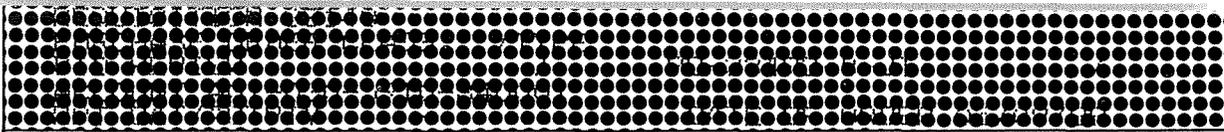
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				<p>PLEASE INDICATE TERMS IN SPACE PROVIDED ABOVE ON PAGE 1</p> <p>IF TERMS ARE NOT INDICATED ON THE BID/QUOTE THE INVOICE(S) WILL BE PAID ON A NET 30 DAYS BASIS.</p> <p>DELIVERY</p> <p>TIMELINESS IS AN INTEGRAL PART OF THE CONTRACT AND THE CONTRACTOR SHALL DELIVER AND PERFORM WITHIN THE TERMS PROVIDED HEREIN.</p> <p>NONAPPROPRIATION</p> <p>THIS CONTRACT IS MADE EXPRESSLY CONDITIONED UPON FUTURE APPROPRIATIONS BY THE BOARD OF COUNTY COMMISSIONERS TO FUND ITS PROVISIONS, TO THE EXTENT THAT PERFORMANCE AND PAYMENT EXTENDS IN TO THE FISCAL YEAR SUBSEQUENT TO THE YEAR OF AWARD.</p> <p>ASSIGNMENT</p> <p>NEITHER THE CONTRACT NOR ANY OF THE REQUIREMENTS, RIGHTS, OR PRIVILEGES DEMANDED BY IT MAY BE SOLD, ASSIGNED, CONTRACTED, OR TRANSFERRED BY THE CONTRACTOR WITHOUT THE EXPRESS WRITTEN CONSENT OF THE PURCHASING DIRECTOR OF MULTNOMAH COUNTY.</p>		



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REQUEST FOR BID/QUOTATION

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ITEM	MAT ID	QUANTITY	U/M	SPECIFICATIONS	UNIT PRICE	TOTAL PRICE
*****END***** BUYER JT JAN M THOMPSON					TOTAL:	

Item #1

One (1) new current standard model of production Agricultural Tractor w/mid-mounted boom rotary mower/brushcutter.

Unit shall be warranted through a single vendor. Multnomah County will not accept bids where the tractor and brushcutter are warranted through separate sources.

GENERAL PROVISIONS

GENERAL DESCRIPTION

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

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

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

SPECIFICATIONS

Complete specifications for units will be supplied with the bid.

PARTS & SERVICE

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

TRAINING

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

DELIVERY

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

APPROVED EQUAL

When a specific brand name or model number is specified and approved equal is offered as an alternative, no limitation on other brand names is intended. This is intended to indicate and guarantee a quality level.

LUBRICANTS

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

MANUALS

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

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

WARRANTY

a. A submission of a bid in response to this invitation shall constitute the manufacturers' and bidder's warranty of the unit offered, including all parts and accessories, for a period of at least three years or 1,000 hours, whichever comes first after the

"in-service date". "In-service date" is defined as the day that the unit is put into regular service after installation. Each unit and major component shall carry the manufacturer's normal service and normal warranty policy in conjunction with purchaser's stated warranty and shall include all inspection coupons, certicards or warranty identification cards furnished to the general trade. Said warranty shall be honored by all franchised dealers of that make in the State of Oregon.

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

- g. The bidder shall be responsible for all warranty adjustments.
- h. Any manufacturer's extended warranties available should be offered as options above the bid price.

BID REJECTION

The County has the right to reject any or all bids.

DETAILED DESCRIPTION

GENERAL FUNCTION: It is the intent of these specifications to describe a tractor/brushcutter in sufficient detail to secure bids on this type of equipment.

Specifications listed below are for an agricultural tractor/mid-mounted boom brushcutter and are not intended to exclude from the bidding any unit designed for the express purpose.

However, units bid other than tractor/side mounted boom brushcutter will be subject to evaluation by the County.

It is the primary function of this unit to cut grass, weeds, brush, berry bushes, and trees or limbs up to 3 - 4 inches in diameter along County right-of-ways.

COLOR

- a. Tractor shall be manufacturers standard production finish.
- b. Brushcutter unit shall be safety yellow or Omaha orange.

CAB

- a. Tractor cab shall be a factory installed unit. (Dealer installed or after market cab assemblies are not acceptable.) Cab shall conform to O.S.H.A. requirements for roll over protection (ROPS).
- b. Cab shall be fully insulated, sound proofed and dust tight.
- c. A heater/pressurizer and air conditioning system having at least three fan speeds is required.

CAB CONT'D

- d. All windows shall be tinted safety glass.
- e. Where cab has only one door, provision shall be made for an emergency exit by the operator.
- f. Windshield wiper(s) having at least two speeds are required.
- g. Right and left hand exterior mirrors together with an interior rear view mirror will be provided.
- h. Operators seat shall be fully adjustable fore and aft, up and down and weight compensating.
- i. A cab interior dome light is required.
- j. All controls shall be grouped within easy reach of the operator.

ENGINE

- a. The engine shall be a four cycle liquid cooled turbocharged diesel producing not less than eighty (80) P.T.O. horsepower at 2,100 R.P.M.
- b. A heavy duty dual element air cleaner with precleaner and restriction indicator is required.
- c. Full protection for engine fuel shall be provided with primary settlement bowls, primary fuel filters and final fuel filters or any combination recommended by the engine manufacturer to provide "severe service" duty.
- d. The cooling for engine, transmission and hydraulic systems shall be capable of maintaining normal operating temperatures up to 120°F ambient.
- e. All radiators, coolers and filters shall be accessible for cleaning when unit is operating under dusty conditions.
- f. Exhaust system shall be so positioned as to preclude operator contact while mounting or dismounting unit.

-
- TRANSMISSION
- a. Shall be a fully synchronized shift on-the-go unit.
 - b. Unit shall be a sixteen forward speed with hi and low ranges and a "power shift" torque increasing option.
- FINAL DRIVE
- a. Shall be manufacturers standard production unit.
 - b. An operator controlled differential lock is required.
- P.T.O.
- a. An independent P.T.O. having 540/1,000 R.P.M. capabilities is required.
- STEERING
- a. Shall be hydraulic power assist.
- BRAKES
- a. Shall be manufacturers standard.
 - b. An emergency hand brake is required.
- ELECTRICAL
- a. Instrumentation shall include, but not be limited to the following: Engine hour meter, tachometer, oil pressure gauge, water temperature gauge, fuel gauge and ammeter/voltmeter. (Warning lights are not acceptable for these gauges.) However, condition indicators or warning lights are acceptable for all other monitored systems.
 - b. Electrical system shall be 12 volt negative ground.
 - c. Battery(s) shall be "maintenance free" type with not less than 750 C.C.A. at 0°F.
 - d. Alternator shall have a high output of not less than 75 amps.
 - e. Lighting shall include but not limited to the following: headlights with high and low beam, tail lights, stop lights and directional signals with four way flashers.
- TRACTOR HYDRAULICS
- a. Hydraulic reservoir shall be common to all systems and have sufficient capacity to provide normal operating temperatures up to 120°F ambient.

TRACTOR HYDRAULICSCont'd

- b. Spin on hydraulic filter(s) are required.
- c. Dual remote control valves are required.
- d. No hydraulic hoses, fittings or components shall be placed in operator compartment (which upon failure could result in injury to operator) without adequate guarding.
- e. Three point hitch is not required.

NOTE: Above specifications are those required by Multnomah County to the tractor irregardless of brushcutter manufacturer's. Additional equipment required on the tractor to mount or motivate brushcutter will have to be added by same.

BRUSHCUTTERGENERAL

Mower/brushcutter shall be a hydraulic mid-mounted articulating or telescoping boom type unit with a rotary head specifically designed for use with an agricultural tractor.

MOUNTING

- a. All mounting to the tractor shall be made with a minimum of grade 8 hardware or equivalent.
- b. No mounting to the tractor shall be made which will void the tractor manufacturers warranties.
- c. Controls mounted in cab shall comply with the safety requirements as stated under Tractor Hydraulics (d) above.

BOOM

- a. Main boom assembly whether articulating or telescoping shall be heavy duty with a proven record for structural integrity.

Such proof may be in the submittal with bid of engineering drawings, a list of current users or both.

BOOM, CONT'D

- b. Boom with cutterhead shall have a horizontal reach not less than nineteen (19) feet from the center of tractor.
- c. Boom assembly shall automatically break away and return upon striking an immovable object.
- d. Travel position shall be such as to keep overall width to a minimum but in no case exceed ten (10) feet wide.
- e. All hoses and plumbing on the boom shall be positioned or guarded to preclude damage during operation.

CUTTERHEAD

- a. Shall be rotary type with a not less than forty eight (48) inch wide cutting path.
- b. A minimum of three free-swinging blades are required.
- c. Cutterhead shall be capable of rotation below the horizontal to not less than ninety (90) degrees above the horizontal.
- d. Cutterhead shall have all guarding required to prevent throwing cut material or debris.

BRUSHCUTTER
HYDRAUCLIS

- a. May be fully self contained or utilize tractor hydraulics for boom cylinders however, return line to the tractor must be protected by a return filter.
- b. All hydraulic filters shall be readily accessible for cleaning or replacement.
- c. Where rotary head pump is not mounted on P.T.O., provision shall be provided whereby tractor engine cannot be started while rotary head is engaged.

TIRES

- a. Drive tires shall be Goodyear Dyna Torque 18.4R 34 10 ply.
- b. Steer tires shall be Goodyear Laborer 11L-16SL 10 ply.

MISCELLANEOUS

- a. A slow moving vehicle (SMV) emblem is required.
- b. An amber strobe Public Safety Equipment Model Force 4 LP 6105 cab roof mounted is required.

TO: DAILY JOURNAL OF COMMERCE

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

MULTNOMAH COUNTY

Proposals Due: June 8, 1989 at 2:00 P.M.

Proposal No. B07-902-3506

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

Vehicle & Equipment Repair Parts and/or Repairs

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

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

Lillie M. Walker, Director
Purchasing Section

PUBLISH: May 25, 1989

AD2:PURCH2



MULTNOMAH COUNTY OREGON

INVITATION FOR BIDS # B07-902-3506 To be opened 2 P.M. June 8, 1989

SEALED BIDS will be received by the Purchasing Director of Multnomah County in the Ford Building Lobby, 2505 S.E. 11th Avenue, Portland, Oregon, 97202, until 2 P.M. Pacific Time and will be publicly opened and read for furnishing Vehicle & Equipment REpair Parts and/or Repairs

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

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

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

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

Pursuant to Multnomah County Administrative Rules, the County may, in its discretion, waive the bid security requirements of ORS 279.033 for contracts other than those for public improvements. No proposal will be considered unless accompanied by a check payable to Multnomah County, certified by a responsible bank, or in lieu thereof a surety bond for an amount equal to ten percent of the aggregate proposal, unless otherwise specified in the space provided below. The successful bidder may be required to furnish a performance bond satisfactory to the Board in the full amount of the contract.

Surety Bond: W A I V E D

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

Dated at Portland, Oregon May 16, 1989.

Board of County Commissioners
MULTNOMAH COUNTY, OREGON

Publication Dates May 25, 1989

By _____
Lillie M. Walker, Director
Purchasing Section

To the Board of County Commissioners:

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

In compliance with ORS 279.350 for public works projects and as a part of this bid, the bidder herein agrees to covenant in his contract and it shall be a condition of his bond that in performing his contract he will pay and cause to be paid not less than the prevailing rate of wages as of the date of his bid in such county per hour, per day and per week for and to each and every workman who may be employed in and about the performance of his contract. If the public officers who make the contract determine at any time that the prevailing rate of wages has not been or is not being paid as required by the contract, they may retain from the moneys due to the contractor an amount sufficient to make up the difference between the wages actually paid and the prevailing rate of wages, and they may also cancel the contract.

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

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

Accompanying this proposal is a W A I V E D in the
("Certified Check" or "Surety Bond")
amount of _____ Dollars (\$) which is
not less than ten percent of the total amount of this bid.

(Signature of bidder) _____
Legal name of firm or corporation

By _____
(Name)

Dated _____

(Title)

Address _____

MULTNOMAH COUNTY, OREGON

INVITATION FOR BIDS, continued
B07-902-3506

PAGE 3

Contract shall be for furnishing Multnomah County Fleet Services Division, 1620 S. E. 190th Avenue, Portland, Oregon, 97233 with vehicle and equipment repair parts and/or repairs as specified in the contract through June 30, 1990. Multnomah County reserves the right to award the contract to more than one vendor for the same bid item; the vendor's delivery time, terms, point of delivery, return policy, warranty and repair times may have an influence on the contract award. Multnomah County also reserves the right to reject one, all, or any combination of bids at its discretion.

Inventory

All items of common usage shall be regularly stocked by the vendor to provide immediate delivery.

Cancellation

The contract may be cancelled at any time without penalty, by either Multnomah County or the vendor upon thirty days written notice.

Pricing

The bidders shall indicate the pricing method, or discount schedule used in the space provided. Multnomah County reserves the right to inspect the pricing schedule at the John B. Yeon Shops, and failure to provide necessary information upon request may be cause for rejection of the bid.

Escalation/De-escalation

Prices will be subject to increase or decrease only in the same proportion as changes in the manufacturer's published price list or other basis of change in the manufacturer's pricing schedule. Multnomah County reserves the right to audit the vendor's records relating to price changes.

Delivery Point

The bidders shall indicate the F.O.B. delivery point in the space provided.

Returns

The bidders shall indicate return policy on items which are purchased by Multnomah County on a demand basis. The bidders shall also indicate their return and credit policy for items which are stocked by Multnomah County for which the County has no further use.

Renewal

At the option of the County, the contract may, upon thirty (30) days written notice to the contractor, be extended for two (2) additional one year periods.

MULTNOMAH COUNTY, OREGON

INVITATION FOR BIDS, continued
B07-902-3506

PAGE 4

Special Handling

Special handling charges to be stated for special order items and policy of the firm.

Bid Items

Original equipment manufacturer's items requested will be the only acceptable items, and no substitutes will be considered.

On other parts lines requested, the brands named are the standard requested, and alternate parts lines may be submitted for consideration. Multnomah County reserves the right to evaluate the alternates and, depending upon costs, Multnomah County's product evaluation, experience and other factors, to award the contract to the firm or firms which will result in the most cost effective advantage.

OEM ITEMS

Athey Loader	Ingersoll - Rand
Barbur Greene Asphalt Equipment	Ingram Roller
Briggs & Stratton	International Body Parts - Truck
Case Industrial	International Mechanical Parts - Truck
Caterpillar Engine Parts - Truck	Jacobsen Mower Parts
Caterpillar Industrial Equipment	John Deere Agriculture Equipment
Central Engineering "Vacall"	Kabota Tractors
Champion Motor Graders	Layton Paving Machines
Cummins Diesel Engine - Industrial	M-B Sweeping Equipment
Cummins Diesel Engine - Truck	Olathe Chippers
Detroit Diesel Engine - Industrial	Peerless Pug Mill
Detroit Diesel Engine - Truck	Perkins Diesel Engine
Dresser (IH) Crawlers	Racine Hydraulic Equipment
Drott	Roscoe Asphalt Equipment
Entyre Asphalt Equipment	Scoopmobile
Epoke Sanders	Sullair Air Equipment
Fiat Allis	Sweepster Sweeping Equipment
Ford Agriculture Equipment	Tampo Rollers
Ford Truck Body Parts	Tiger Mower
Ford Truck Mechanical Parts	Tymco Sweeper
Freightliner Truck	White Tar Pots
Galion	White Western-Star Truck

MULTNOMAH COUNTY, OREGON

INVITATION FOR BIDS, continued

PAGE 5

B07-902-3506

WILL FIT ITEMS

Allison Transmission Exchange
Baldwin Special Air &
Hydraulic Filters
Bower Bearings
Broom Refills
Sweepster Disposable Brooms
M-B Disposable Brooms
Tymco Disposable Gutter Brooms
Vacall Disposable Gutter Brooms
C/R Oil Seals
Delco Electrical Parts
Exhaust Parts - Industrial
Exhaust Parts - Trucks
Front Wheel Drive Car Parts
& Component Exchanges

Glass - Domestic Windshields
Glass - Foreign Windshields
Glass - Tempered Side Windows, Etc.
Imperial Eastman Hydraulic Fittings
Imperial Eastman Hydraulic Hose
Loctite (Permatex)
Motorcraft Lines (All)
Motorola
Passenger Car & Light Truck
Transmission Exchange
Prestolite Lines (All)
Star Strobe Lights
Tymco Parts
Whitaker Wiring

INVITATION FOR BIDS, continued
B07-902-3506

Indemnification

The successful bidder agrees to defend, hold and save the County and all its officers, agents and employees harmless from and against any and all claims for loss, injury or damage to persons or property by successful bidder arising out of any act or omission relating to the contract resulting from this bid including but not limited to any damages, settlements, costs or attorneys fees.

Insurance

The contractor will be required to maintain such public liability and property damage insurance as will protect the contractor and the County from any and all claims for damage to property or personal injury, including death, which may arise from operations under the contract or in connection therewith, including all operations of any subcontractors.

The minimum acceptable protection shall be: \$100,000.00 per person/personal injury; \$500,000.00 per occurrence/bodily injury liability; \$500,000.00 per occurrence/property damage liability OR a single limit policy of not less than \$500,000 covering all claims per occurrence. Such insurance shall be without prejudice to coverage otherwise existing, and shall name as additional insureds, Multnomah County and all other governmental bodies with jurisdiction in the area involved under the contract, their officers and employees, and shall further provide that the policy not terminate or be cancelled prior to the completion of the contract without sixty (60) days notice in writing first being given to the Purchasing Director. Notwithstanding the naming of additional insureds, the said policy shall protect each insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured. Such insurance shall be subject to the approval of the County Counsel on behalf of the County as to the adequacy of protection. Such limits shall be subject to the statutory changes as to maximum limits of liability imposed on municipalities of the State of Oregon during the term of the contract incorporating these specifications.

Cancellation

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

MULTNOMAH COUNTY, OREGON

INVITATION FOR BIDS, continued
B07-902-3506

PAGE 7

REPAIRS AND/OR MACHINE WORK

Bid Item: _____

_____	_____
Parts Schedule	Labor Rate
_____	_____
Terms	F.O.B.
_____	_____
Repair Time	Warranty

This section of the contract is for external repairs to components of equipment at the request of Multnomah County.

Bidders shall submit with their bids:

1. Listing of equipment and functions they are capable of performing.
(Sub-contracting of portions of work is not acceptable.)
2. Listing of functions performed in the repair of the component.
3. Warranty on the repair.
4. Submit a listing of sample prices for bid evaluation and normal repair times.

Bids for repairs will be accepted on the following; all components will be removed and reinstalled by Multnomah County:

Allison Truck Transmission Repairs & Rebuilds
Engine Machine & Rebuild Work
Hydraulic Cylinder Repairs
Hydraulic Pump Repairs
Machine Shop Work - Equipment Related
Upholstery - Vehicle & Equipment

TO: DAILY JOURNAL OF COMMERCE

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

MULTNOMAH COUNTY

Proposals Due: June 8, 1989 at 2:00 P.M.

Proposal No. B62-760-3431

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

Courier Service as Required

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

Specifications may be obtained at: Multnomah County Purchasing Section

2505 S.E. 11th Avenue

Portland, OR 97202

(503) 248-5111

Lillie M. Walker, Director
Purchasing Section

PUBLISH: MAY 25, 1989

AD2:PURCH2



MULTNOMAH COUNTY OREGON

INVITATION FOR BIDS # B62-760-3431 To be opened 2 P.M. June 8, 1989

SEALED BIDS will be received by the Purchasing Director of Multnomah County in the Ford Building Lobby, 2505 S.E. 11th Avenue, Portland, Oregon, 97202, until 2 P.M. Pacific Time and will be publicly opened and read for furnishing Courier Service as Required

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

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

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

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

Pursuant to Multnomah County Administrative Rules, the County may, in its discretion, waive the bid security requirements of ORS 279.033 for contracts other than those for public improvements. No proposal will be considered unless accompanied by a check payable to Multnomah County, certified by a responsible bank, or in lieu thereof a surety bond for an amount equal to ten percent of the aggregate proposal, unless otherwise specified in the space provided below. The successful bidder may be required to furnish a performance bond satisfactory to the Board in the full amount of the contract.

Surety Bond: W A I V E D

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

Dated at Portland, Oregon W A I V E D, 1989.

Board of County Commissioners
MULTNOMAH COUNTY, OREGON

Publication Dates May 25, 1989

By _____
Lillie M. Walker, Director
Purchasing Section

To the Board of County Commissioners:

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

In compliance with ORS 279.350 for public works projects and as a part of this bid, the bidder herein agrees to covenant in his contract and it shall be a condition of his bond that in performing his contract he will pay and cause to be paid not less than the prevailing rate of wages as of the date of his bid in such county-per hour, per day and per week for and to each and every workman who may be employed in and about the performance of his contract. If the public officers who make the contract determine at any time that the prevailing rate of wages has not been or is not being paid as required by the contract, they may retain from the moneys due to the contractor an amount sufficient to make up the difference between the wages actually paid and the prevailing rate of wages, and they may also cancel the contract.

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

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

Accompanying this proposal is a _____ W A I V E D _____ in the ("Certified Check" or "Surety Bond") amount of _____ Dollars (\$) which is not less than ten percent of the total amount of this bid.

(Signature of bidder) _____
Legal name of firm or corporation

By _____
(Name)

Dated _____

(Title)

Address _____

MULTNOMAH COUNTY, OREGON

INVITATION FOR BIDS, continued
Bid No. B62-760-3431

Page 3

BIDDING SHEET

	PRICE PER MONTH	TOTAL PER YEAR
Item #1. Courier Service, 12 months	\$ _____	\$ _____

Terms: _____

_____ % increase _____ % decrease FY 90-91

_____ % increase _____ % decrease FY 91-92

Type of contact between dispatcher and courier:

INSTRUCTIONS TO BIDDERS

IMPORTANT NOTICE RE: VENDOR SELECTION LIST

If your firm does not wish to bid at this time, but wishes to remain on the vendor selection list for other courier services, please send a written "NO BID" to the above address or call Jan Thompson at 503-248-5111 and submit a verbal "NO BID" no later than June 6, 1989.

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

METHOD OF AWARD

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

CLARIFICATION

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

Jan M. Thompson, Buyer
2505 S.E. 11th Avenue
Portland, OR 97202

A written response will be provided to those questions which are deemed appropriate, copies of which will be sent to all vendors in receipt of this IFB. Questions will not be answered verbally except those which would clarify specifications and requirements of this IFB and as further provided herein. However, any actions or changes resulting from these communications will be forwarded to all bidders as an addendum to this IFB. Oral instructions or information concerning the specifications for the projects or requirements given out by County managers, employees, or agents to prospective bidders shall not bind Multnomah County. Any Addenda shall be issued by the Purchasing Director not later than five (5) days prior to bid opening.

COMPLETION OF FORMS

The bidder must submit the proposal on the proposal form unit price column opposite the item number being bid. The total of each line item should be indicated in the total price column. The total of all line items bid should

M U L T N O M A H C O U N T Y , O R E G O N

INVITATION FOR BIDS, continued
Bid No. B62-760-3431

Page 5

be indicated in the total price column after the last line item number listed on this request. The blank spaces should be completed in accordance with the apparent intent.

ATTENTION!

The signature of the bidder supporting the bid must appear in the space provided for this purpose on the cover page.

The complete proposal should be submitted in its entirety and should not be torn apart.

CANCELLATION

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

TERMS OF PAYMENT

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

Please indicate terms in space provided on page 3.

If terms are not indicated on the bid/quote, Multnomah County will pay invoice on a net 30 days basis.

CONTRACT CONDITIONS

TERM OF CONTRACT

The time period for this contract shall be from July 1, 1989, through June 30, 1990.

TRIAL PERIOD

The first 90 days of the contract shall be a trial period. A Contractor who is not in compliance during this "trial period" may be terminated by the County with 10 calendar days written notice of noncompliance. The Contractor shall also have the option to give 30 calendar days notice of termination to the County during this trial period should conditions arise which would preclude the Contractor from complying with the contract provisions. Should such a termination occur, the County shall have the option to make a contract award offer to the best qualified contractor who is the next lowest bidder.

RENEWAL

The County shall have the option to renew this contract subject to approval of the Contractor, for two additional one year periods upon a 30 day written notice. Up to a 10% price adjustment per year as specified in the Contractor's original bid must be submitted by the Contractor, with its approval of the renewal agreement, a minimum of 30 days prior to the original contract expiration date of June 30, 1990. The County reserves the right to reject any renewal acceptance by the Contractor that contains modifications of the contract unacceptable to the County.

Should the County not receive written acceptance of the renewal offer within two (2) weeks of the written notice to renew, it will be assumed that the Contractor accepts the renewal agreement and will abide by all the terms, conditions, instructions, prices, percentages, etc., of the existing contract at time of renewal.

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

TERMINATION

This agreement may be terminated at any time with cause by the County or by the Contractor upon giving not less than thirty (30) days written notice of termination to the other party. The County may also terminate at any location that may be closed down or moved; such partial termination shall not affect

the obligation of the Contractor to fulfill the contract at other locations. Failure to live up to the specifications will be considered good and sufficient cause.

PRICE STABILITY

Prices shall be firm for the contract period.

CONTRACT RATES (ADJUSTMENTS)

The contract rates shall be in effect through June 30, 1990. At the end of each contract period, the contract rates shall be subject to increase or decrease, by mutual agreement of the parties.

In the absence of agreement by the parties as to a modification of rates, the contract rates then in effect shall continue unless the contract is terminated as provided elsewhere herein.

GUARANTEE OF PURCHASES

The County makes no guarantee as to the quantity of courier service that will be purchased from this agreement. The quantity being bid is an approximation only of one year's requirements.

INSURANCE

The Contractor will be required to maintain such public liability and property insurance as will protect the contractor and the County from any and all claims for damage to property or personal injury, including death, which may arise from operations under the contract or in connection therewith, including all operations of any subcontractors.

The minimum acceptable protection shall be \$100,000 per person/personal injury; \$300,000 per occurrence/bodily injury liability; \$500,000 per occurrence/property damage liability; or a single limit policy of not less than \$500,000 covering all claims per occurrence. Such insurance shall be without prejudice to coverage otherwise existing, and shall name as additional insureds, Multnomah County and all other governmental bodies with jurisdiction in the area involved under the contract, their officers and employees, and shall further provide that the policy not terminate or be cancelled prior to the completion of the contract without sixty (60) days notice in writing first being given to the Purchasing Director. Notwithstanding the naming of additional insureds, the said policy shall protect each insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been

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

PERFORMANCE

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

The Contractor assumes full responsibility for all costs involved in the maintenance, insurance, and permits of any equipment or vehicle.

NONPERFORMANCE

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

For purposes of this section, nonperformance shall be defined as failure to appear and perform work as specified and scheduled in Attachment A.

ASSIGNMENT

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

EMPLOYEE BONDING

Within 30 days of the date on which each employee begins employment with Contractor, each of the Contractor's employees assigned to work at the Multnomah County courthouse shall be bonded, and the Contractor shall furnish evidence of same to County upon request.

BACKGROUND CHECK

All personnel handling files and documents shall receive and pass a background check prior to reporting to work. Personnel shall be required to supply date of birth, full name and all names previously used, and any other information required.

PERFORMANCE BOND

At the time of execution of this agreement, the Contractor must furnish a performance bond approved by the Purchasing Director in the amount of \$9,000 and conditioned upon compliance with and fulfillment of all the terms and provisions of the contract.

SECURITY

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

There shall be no release, removal, delivery, or negligent or intentional disclosure of any matter, property, or information to any person or place other than those to whom or which Contractor was directed to deliver this matter or property or information. Breach of this term of the contract shall constitute a basis for immediate suspension of this agreement pending any process for termination under other applicable terms and conditions of this agreement.

DELETED OR ADDED SERVICES

It shall be a part of the resulting contract that during the term hereof, Multnomah County may, at its discretion, delete or add provided services at various locations as it may deem necessary, and contractual rates will be adjusted accordingly as agreed upon the County and Contractor.

SPECIFICATIONS

The District Attorney's office reserves the right to make reasonable changes in the times and locations in Schedule A when necessary.

All documents, files, and materials carried by the courier are strictly confidential and information therein must not be disclosed to anyone.

The Contractor shall strictly adhere to the pickup and delivery times outlined in Schedule A.

The Contractor is required to have a PUC permit for the term of this contract. Proof of such permit shall be filed with the Purchasing Director.

Courier shall be equipped with a radio or a beeper for contact between dispatcher/office while performing service for Multnomah County.

1. The courier service shall strictly adhere to the enclosed schedule. (Attachment A).
2. Courier service shall be required to be bonded.
3. Courier will be required to have PUC permit and/or be eligible to obtain a PUC permit.
4. Courier shall be required to have a specific individual and phone available to the District Attorney's Office.
5. Consideration and preference will be given to those vendors that have either radio or beeper contact between their dispatcher and courier.
6. The District Attorney's Office reserves the right to make reasonable changes in the enclosed times and locations, if necessary.
7. All personnel handling files and documents shall receive and pass a background check prior to reporting to work.
8. This contract shall be effective July 1, 1989 to June 30, 1990.

BACKGROUND

Our office processes approximately 60 to 70 new criminal cases per day. The enclosed schedule has been designed around the court's activities during the District Attorney's working hours. It should be noted that very little time has been allotted between some schedule runs. This is necessary due to the time required to type and prepare cases and have them delivered to court in time for the scheduled appearance of the defendant. Failure to either issue the case or deliver the documents to court can result in a dismissal of the criminal complaint. This is also true of necessary documents we are expecting to receive from other agencies, such as those picked up from the State Office Building. Thus, it is imperative that no significant deviation from the attached schedule (Attachment A) occur without foreknowledge of the District Attorney's Office.

The courier should be aware that very limited parking facilities are available in the vicinity of the locations (Attachment B) where deliveries and pickups are made. It may require the courier service to have and/or be eligible to obtain a PUC permit.

It is required that the courier service have a specific individual and phone number readily available to the District Attorney's Office in order to make emergency contact regarding delays or other problems. Consideration and preference will be given to those vendors that have either radio or beeper contact between their dispatcher and courier.

ATTACHMENT A

PROPOSED COURIER SCHEDULE
TO BEGIN 7/1/89
Dated: May 1, 1989

7:15 am Pick-up dockets at Courthouse - Room 102

7:30 am Deliver/Pick-up from Justice Center - Room 358
Deliver dockets
Pick-up file bucket

7:45 am Deliver to Courthouse - Room 600

8:30 am Deliver/Pick-up mail from CCU

8:40 am Pick-up from Courthouse - Room 610
Pick-up discovery mail
Pick-up JC 3 file bucket

8:43 am Deliver/Pick-up from Courthouse - through Room 600
Deliver mail from CCU
Pick-up mail

8:53 am Deliver to Justice Center - Courtroom #3
Deliver file bucket to Courtroom #3 or Bailiff

8:55 am Deliver/Pick-up from Justice Center - Room 358
Deliver mail and files
Pick-up mail

9:05 am Deliver/Pick-up mail from CCU
Deliver mail
Pick-up files for J.C. 10:15 am delivery

9:30 am Pick-up mail from Courthouse - Room 600
Pick-up mail for 809 and 820

9:40 am Deliver/Pick-up mail from Courthouse - Room 809

9:45 am Deliver/Pick-up mail from Courthouse - Room 820

10:05 am Deliver/Pick-up from Courthouse - Room 600
Deliver mail from 809 and 820
Pick-up file bucket
Pick-up mail
Pick-up discovery mail

10:15 am Deliver/Pick-up from Justice Center, see areas below
Deliver file bucket to Courtroom #3 or Bailiff
Deliver discovery mail to discovery area
Deliver mail to Room 358
Pick-up file bucket(s)

ATTACHMENT B

ADDRESS LIST

Courthouse - 1021 S.W. 4th Avenue
Justice Center - 1120 S.W. 3rd Avenue
CCU Office - 1000 S.W. 3rd Avenue, 2nd Floor
Juvenile Court - 1401 N.E. 68th Avenue
OCN Project - 2115 S.E. Morrison, 2nd Floor
State Office Building - 1400 S.W. 5th Avenue
Anti-Gang Project - 620 SW Main, Room 236

10:25 am Pick-up from Courthouse - Room 600
Pick-up docket for CCU
Pick-up mail and dockets for Gang Project
Pick-up State Shuttle mail

10:30 am Deliver docket to CCU

10:40 am Deliver/Pick-up from State Office Bldg. - Room 111

10:50 am Deliver/Pick-up from Anti-Gang Project

11:00 am Deliver to Courthouse - Room 600

1:30 pm Pick-up mail from Courthouse - Room 600
Pick-up file bucket
Pick-up mail for CCU
Pick-up mail

1:40 pm Deliver/Pick-up from CCU

1:50 pm Deliver to Justice Center - Courtroom #3
Deliver file bucket to Courtroom #3 or Bailiff

1:55 pm Deliver/Pick-up from Justice Center - Room 358
Delivery mail
Pick-up mail

2:10 pm Deliver/Pick-up mail from Courthouse - Room 600
Deliver mail
Pick-up mail for 809 and 820

2:20 pm Deliver/Pick-up from Courthouse - Room 809

2:25 pm Deliver/Pick-up from Courthouse - Room 820

2:30 pm Deliver/Pick-up from Courthouse - Room 600
Deliver mail from 809 and 820
Pick-up mail for OCN
Pick-up mail for Juv. Ct.

2:45 pm Deliver/Pick-up mail from OCN

2:55 pm Deliver/Pick-up mail from Juv. Ct.

3:10 pm Deliver/Pick-up from Courthouse - Room 600
Deliver mail from OCN and Juv. Ct.
Pick-up mail and docket for CCU
Pick-up mail and docket for Anti-Gang

3:20 pm Deliver docket to CCU

3:30 pm Deliver/Pick-up mail and docket to Anti-Gang

3:40 pm Deliver mail to Courthouse - Room 600

TO: Daily Journal of Commerce

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

MULTNOMAH COUNTY

East County Sidewalk Construction

Bids Due June 13, 1989 at 2:00 P.M.
Bid No. B61-200-3508

Sealed bids will be received by the Director of Purchasing, Multnomah County Purchasing Section, 2505 S.E. 11th Ave., Portland, OR 97202 for:
Sidewalks, wheelchairs, ramps, curbs, storm drainage & mailbox posts

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

PREBID CONFERENCE: NONE

PREQUALIFICATION OF BIDDERS Pursuant to the Multnomah County Public Contract Review Board Administrative Rules (AR 40.030) Prequalification shall be required for this project for the following class(es) of work: Municipal Street construction

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 May 25, 1989

TO: Skanner

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

MULTNOMAH COUNTY

East County Sidewalk Construction

Bids Due June 13, 1989 at 2:00 P.M.
Bid No. B61-200-3508

Sealed bids will be received by the Director of Purchasing, Multnomah County Purchasing Section, 2505 S.E. 11th Ave., Portland, OR 97202 for:
Sidewalks, wheelchairs, ramps, curbs, storm drainage & mailbox posts

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PREBID CONFERENCE: NONE

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

LILLIE WALKER, DIRECTOR
PURCHASING SECTION

Publish Week of May 30, 1989

T0: Portland Observer

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

MULTNOMAH COUNTY

East County Sidewalk Construction

Bids Due June 13, 1989 at 2:00 P.M.
Bid No. B61-200-3508

Sealed bids will be received by the Director of Purchasing, Multnomah County Purchasing Section, 2505 S.E. 11th Ave., Portland, OR 97202 for:
Sidewalks, wheelchairs, ramps, curbs, storm drainage & mailbox posts

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

PREBID CONFERENCE: NONE

PREQUALIFICATION OF BIDDERS Pursuant to the Multnomah County Public Contract Review Board Administrative Rules (AR 40.030) Prequalification shall be required for this project for the following class(es) of work: Municipal Street construction

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.

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

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

LILLIE WALKER, DIRECTOR
PURCHASING SECTION

Publish Week of May 30, 1989

PROJECT NAME: East County Sidewalk Construction
LOCATION: NE Davis, NE 199th, SE Stark, SE Division,
NE Glisan, NE 194th
KIND OF WORK: Municipal Street Construction
PROJECT NO.: 1081
SUBMITTED BY: Dept. Environmental Svcs.-Transportation Division
BID NUMBER: _____
BID ADVERTISEMENT DATES: _____
BID OPENING DATE: _____

BID PROPOSAL FOR CONSTRUCTION



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

Bidder's Name _____
Address _____

Telephone Number _____

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

BID PROPOSAL FOR CONSTRUCTION

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

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

Instruction to Bidders

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

P R O P O S A L

To the Board of County Commissioners of Multnomah County:

The undersigned, as bidder, declares:

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

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

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

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

Date _____ Number _____

Date _____ Number _____

Date _____ Number _____

Date _____ Number _____

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

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

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

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

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

He also proposes and agrees:

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

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

B I D S H E E T

ITEM	QUANTITY			
1. Clearing & Grubbing	All Req'd			
For	Lump Sum	\$		\$
2. Removal of Structures and Obstructions	All Req'd			
For	Lump Sum	\$		\$
3. 4" Concrete Walks and Driveways	2,600 Sq. Yds.			
For	Per Sq. Yd.	\$		\$
4. Type "C" Concrete Curb	470 Lin. Ft.			
For	Per Lin. Ft.	\$		\$
5. Type "C" Concrete Curb Retaining Wall	250 Lin. Ft.			
For	Per Sq. Yd.	\$		\$
6. Pavement Restoration	140 Sq. Yds.			
For	Per Sq. Yds.	\$		\$
7. Type "CG" Inlet/Basin/Pipe	1 Each			
For	Per Each	\$		\$
8. Single Mail Box Supports	34 Each			
For	Per Each	\$		\$
9. Multiple Mail Box Supports	8 Each			
For	Per Each	\$		\$
	TOTAL			\$

The party by whom this proposal is submitted, and by whom the contract will be entered into in case the award is made to him, is _____, doing business ("a corporation," "a partnership" or "an individual") at _____ Street, _____, City and State, which address is the address to which all communications concerned with this proposal and the contract should be sent.

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

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

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

Name of Surety _____

Name of Agent _____

Address _____

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

_____ Dollars (_____)

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

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

Dated _____, 19 _____

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

By _____ (Name)

_____ (Title)

_____ (Name of bidder)

_____ (Business address)

_____ (Telephone number) (Federal ID #)

MULTNOMAH COUNTY
PROPOSAL BOND

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

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

EAST COUNTY SIDEWALK CONSTRUCTION

- NE Davis St. (NE 194th Ave. - NE 197th Ave.)
- SE 199th Ave. (SE Stark St. - SE Burnside Rd.)
- SE Stark St. (E. Burnside Rd. - SE 202nd)
- SE Division St. (SW corner of Hood Ave.)
- NE Glisan St. (NE 181st Ave - NE 194th Ave.)
- NE 194th Ave. (NE Glisan St. - S'ly 500')

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

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

SIGNED and sealed this _____ day of _____

Principal

Countersigned at _____

this _____ day of _____

Surety

BIDDER RESIDENCY STATEMENT

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

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

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

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

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

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

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

Signature: _____ Title: _____

Name (Print or Type): _____

Firm: _____

Telephone: _____ Date: _____

CERTIFICATE OF COMPLIANCE WITH ORS 305.380-.385

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

Dated: _____

By _____

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

Specifications For Multnomah County Oregon Construction

Project: East County Sidewalk Construction

Location: NE Davis, SE 199th, SE Stark,
SE Division St, NE Glisan & NE 194th

Kind of Work: Municipal Street Construction

Submitted By: _____
(Contractor)

Bid No.: _____

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



MULTNOMAH COUNTY OREGON

**Department of Environmental Services
Transportation Division**

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

NE Davis St. (NE 194th Ave. - NE 197th Ave.)
 SE 199th Ave. (SE Stark St - SE Burnside Rd.)
 SE Stark St. (E. Burnside Rd - SE 202nd)
 SE Division St. (SW Corner of Hood Ave.)
 NE Glisan St. (NE 181st Ave - NE 194th Ave.)
 NE 194th Ave. (NE Glisan St. - S'ly 500')

Project No. 1081

ESTIMATED QUANTITIES

ITEM	QUANTITY
1. Clearing & Grubbing	All Req'd
For	Lump Sum
2. Removal of Structures and Obstructions	All Req'd
For	Lump Sum
3. 4" Concrete Walks and Driveways	2,600 Sq. Yds.
For	Per Sq. Yd.
4. Type "C" Concrete Curb	470 Lin. Ft.
For	Per Lin. Ft.
5. Type "C" Concrete Curb Retaining Wall	250 Lin. Ft.
For	Per Sq. Yd.
6. Pavement Restoration	140 Sq. Yds.
For	Per Sq. Yds.
7. Type "CG" Inlet/Basin/Pipe	1 Each
For	Per Each
8. Single Mail Box Supports	34 Each
For	Per Each
9. Multiple Mail Box Supports	8 Each
For	Per Each

TO ALL PLANHOLDERS

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

NOTICE TO CONTRACTORS

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

EAST COUNTY SIDEWALK CONSTRUCTION

NE Davis St. (NE 194th Ave. - NE 197th Ave.)
SE 199th Ave. (SE Stark St. - SE Burnside Rd.)
SE Stark St. (E. Burnside Rd. - SE 202nd Ave.)
SE Division St. (SW Corner of Hood Ave.)
NE Glisan St. (NE 181st Ave. - NE 194th Ave.)
NE 194th Ave. (NE Glisan St. - S'ly 500')

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

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

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

Each bid is to be presented under sealed cover, endorsed, "Bid Proposal for Construction - East County Sidewalk Construction; NE Davis St. (NE 194th Ave. - NE 197th Ave.), SE 199th Ave. (SE Stark St - SE Burnside Rd.), SE Stark St. (E. Burnside Rd. - SE 202nd Ave.), SE Division St. (SW Corner of Hood Ave.), NE Glisan St. (NE 181st Ave. - NE 194th Ave.), NE 194th Ave. (NE Glisan St. - S'ly 500')," and filed with the Purchasing Director of Multnomah County, Oregon, and shall be accompanied by a surety bond or certified check made payable to Multnomah County Oregon, for an amount equal to ten percent of the amount of each bid, and no bid shall be considered unless such bidder bond or check is enclosed therewith. Such bond or check shall be delivered upon the condition that if said bid be accepted, the party bidding will promptly and properly enter into and execute contracts and bonds in accordance with the award.

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

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

NOTICE TO CONTRACTORS (Continued)

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

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

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

Bid No. _____

MULTNOMAH COUNTY, OREGON

Dated _____

By GLADYS McCOY
Chair of the Board

REVIEWED:

LAURENCE KRESSEL
Multnomah County Counsel

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

By _____
Deputy

INSTRUCTIONS TO BIDDERS

BIDDING

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

WORK ON WHICH BIDS ARE TO BE RECEIVED

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

TIME AND PLACE OF RECEIVING BIDS

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

SPECIFICATIONS AND PLANS

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

BIDDING REQUIREMENTS AND CONDITIONS

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

FILLING IN PROPOSAL FORMS

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

INSTRUCTIONS TO BIDDERS (continued)

CANCELLATION

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

PREQUALIFICATION REQUIREMENT

Pursuant to Multnomah County Public Contract Review Board (PCRB) Administrative Rule AR 40.030, prequalification shall be required for this project in the following classes of work: Municipal Street Construction.

AWARD AND EXECUTION OF CONTRACT

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

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

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

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

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

PERFORMANCE - PAYMENT BOND

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

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

East County Sidewalk Construction

NE Davis St. (NE 194th Ave. - NE 197th Ave.)
SE 199th Ave. (SE Stark St - SE Burnside Rd.)
SE Stark St. (E. Burnside Rd. - SE 202nd Ave.)
SE Division St. (SW Corner of Hood Ave.)
NE Glisan St. (NE 181st Ave. - NE 194th Ave.)
NE 194th Ave. (NE Glisan St. - S'ly 500')

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

PERFORMANCE PAYMENT BOND (Page 2)

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

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

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

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

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

ATTEST:

(Principal) Secretary

(SEAL)

Witness as to Principal

(Address - Zip Code)

ATTEST:

(Surety) Secretary

(SEAL)

Witness to Surety

(Address - Zip Code)

REVIEWED:

LAURENCE KRESSEL
County Counsel

By _____

Principal

By _____ (S)

(Address - Zip Code)

Surety

By _____
Attorney-in-Fact

(Address - Zip Code)

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

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

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

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

SECTION 101 - DEFINITIONS AND TERMS

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

Section 101.02 - Definitions

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

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

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

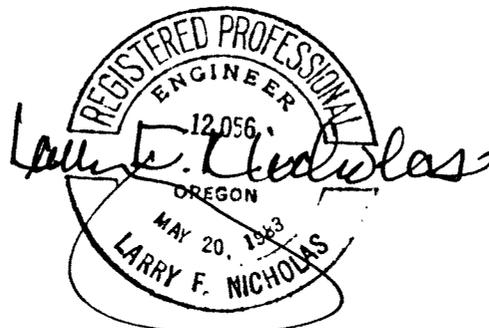
Engineer - County equivalent is the County Engineer of Multnomah County, Oregon, acting either directly or through his authorized representatives.

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

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

Add the following definition:

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



NE Davis St. (NE 194th Ave. - NE 197th Ave.)
SE 199th Ave. (SE Stark St. - SE Burnside Rd.)
SE Stark St. (E. Burnside Rd. - SE 202nd Ave.)
SE Division St. (SW Corner of Hood Ave.)
NE Glisan St. (NE 181st Ave. - NE 194th Ave.)
NE 194th Ave. (NE Glisan St. - S'ly 500')

Project 1081

SPECIAL PROVISIONS

Work to be Done

The work to be done consists, in general, of the construction of Concrete Sidewalks, Wheelchair ramps, curbs, storm drainage, and installation of mailbox posts.

Clearing and grubbing are to be performed, and sidewalks are to be constructed. Other such items or details as are required by the Plans, Standard Specifications, or these Special Provisions are to be performed, constructed, or furnished and installed.

Completion Time Limit

The work to be done under the contract shall be completed before the elapse of forty (40) workdays.

Applicable Standard Specifications

The Standard Specifications which are applicable to the work on this project are the 1984 Edition of the "Standard Specifications for Highway Construction" of the Oregon State Highway Division.

All number reference in these special provisions shall be understood to refer to the Section or subsection of the Standard Specifications bearing like numbers.

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

SECTION 102 - BIDDING REQUIREMENTS AND CONDITIONS

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

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

NE Davis St. (NE 194th Ave. - NE 197th Ave.)
SE 199th Ave. (SE Stark St. - SE Burnside Rd.)
SE Stark St. (E. Burnside Rd. - SE 202nd Ave.)
SE Division St. (SW Corner of Hood Ave.)
NE Glisan St. (NE 181st Ave. - NE 194th Ave.)
NE 194th Ave. (NE Glisan St. - S'ly 500')

Project 1081

SECTION 102 - BIDDING REQUIREMENTS AND CONDITIONS, Cont'd

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

102.10 Proposal Guaranty

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

Delete the third paragraph and substitute the following:

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

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

102.19 Contract Forms, Plans and Specifications

Delete the first paragraph and substitute the following:

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

Contract Drawings - Drawings pertaining to and becoming part of this contract are those of Multnomah County Department of Environmental Services entitled:

EAST COUNTY SIDEWALK CONSTRUCTION
NE Davis St. (NE 194th Ave. - NE 197th Ave.)
SE 199th Ave. (SE Stark - SE Burnside Rd.)
SE Stark St. (E. Burnside Rd. - SE 202nd Ave.)
SE Division St. (SW Corner of Hood Ave.)
NE Glisan St. (NE 181st Ave. - NE 194th Ave.)
NE 194th Ave. (NE Glisan St. - S'ly 500')

Please direct any questions you may have regarding specifications or design to the Project Engineer, Roy Morrison, at 248-3639.

NE Davis St. (NE 194th Ave. - NE 197th Ave.)
SE 199th Ave. (SE Stark St. - SE Burnside Rd.)
SE Stark St. (E. Burnside Rd. - SE 202nd Ave.)
SE Division St. (SW Corner of Hood Ave.)
NE Glisan St. (NE 181st Ave. - NE 194th Ave.)
NE 194th Ave. (NE Glisan St. - S'ly 500')

Project 1081

SECTION 103 - AWARD AND EXECUTION OF CONTRACT

103.03 Performance Bond

Delete the last sentence and substitute the following:

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

GUARANTY

The Contractor shall guarantee for a period of one (1) year from the date of acceptance of the work that all work under the contract is free from all defects due to faulty materials or workmanship. The Contractor shall promptly make such corrections or repairs as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects.

If the Contractor, after notice, fails within 10 days to proceed with such repairs, or other work that may be made necessary by such defects, the County may do so and charge the Contractor the cost thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee period.

103.06 Execution of Contract and Bond

Change the reference to ten (10) days to read five (5) days.

SECTION 104 - SCOPE OF WORK

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

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

104.05 Maintenance of Traffic Through the Work - Supplement subsection 104.05 as follows:

Public traffic shall be permitted to pass through the work at all times with as little inconvenience or delay as possible. Local Traffic shall be given access to abutting property at all times.

NE Davis St. (NE 194th Ave. - NE 197th Ave.)
SE 199th Ave. (SE Stark St. - SE Burnside Rd.)
SE Stark St. (E. Burnside Rd. - SE 202nd Ave.)
SE Division St. (SW Corner of Hood Ave.)
NE Glisan St. (NE 181st Ave. - NE 194th Ave.)
NE 194th Ave. (NE Glisan St. - S'ly 500')

Project 1081

SECTION 105 - CONTROL OF WORK

105.06 Utilities

The following is a known list of the utilities within the right of way of this project:

All streets:

1. Northwest Natural Gas Co.
2. Portland General Electric - Gresham
3. General Telephone and Exchange
4. Rockwood Water Company
5. Rogers Cable Systems
6. City of Gresham - Sewers/Water
7. Tri-Met Utilities Coordination

The only responsibility that the County assumes in the removal of the utilities in the right-of-way is that of notifying those in the above list. This was done at the time the project was advertised.

The contractor shall, at least 24 hours in advance of performing any work in the immediate vicinity of utility lines, contact the utilities to request the location and marking of buried utility facilities.

Any information shown as to the location of existing watercourses, drains, sewer lines or utility lines which cross or are adjacent to the project, has been compiled from the best available sources, but is not guaranteed to be accurate.

The contractor shall provide for the flow of sewers, drains or water courses interrupted during the progress of the work, and shall restore such drains or watercourses as approved by the Engineer. The contractor shall make excavations and borings ahead of work as necessary, to determine the exact location of interfering utilities or underground structures.

NE Davis St. (NE 194th Ave. - NE 197th Ave.)
SE 199th Ave. (SE Stark St. - SE Burnside Rd.)
SE Stark St. (E. Burnside Rd. - SE 202nd Ave.)
SE Division St. (SW Corner of Hood Ave.)
NE Glisan St. (NE 181st Ave. - NE 194th Ave.)
NE 194th Ave. (NE Glisan St. - S'ly 500')

Project 1081

SECTION 105 - CONTROL OF WORK Cont'd

Ordinarily, utility companies responsible for facilities located within the right-of-way will be required to complete any installation, relocation, repair, or replacement prior to the commencement of work by the contractor. However, when this is not feasible or practicable or the need for such work was not foreseen, such utility owners or the owner shall have the right to enter upon the right-of-way and upon any structures therein for the purpose of making new installations, changes or repairs. The contractor shall conduct operations so as to provide the time needed for such work to be accomplished during the progress of the improvement.

The Contractor shall be responsible for all costs for the repair of damage to the contract work or to any utility, previously known or disclosed during the work, as may be caused by operations. The contractor shall maintain in place utilities now shown on the drawing to be relocated or altered by others and shall maintain utilities which are relocated by others in their relocated positions in order to avoid interference with structures which cross the project work. All costs for such work shall be included in the prices bid for the various items of work.

105.08 Construction Stakes, Lines, and Grades

Add the following:

The contractor shall give notice to the Engineer not less than two working days in advance of when survey services will be required in connection with the laying out of any portion of the work.

105.14 Avoidance of Detrimental Operations

Add the following:

To ensure public safety and to cause a minimum of inconvenience to property owners the Contractor will coordinate his work in three (3) major phases.

1. NE Glisan St.
2. SE Stark St.
3. NE Davis St., SE 199th, NE 194th

NE Davis St. (NE 194th Ave. - NE 197th Ave.)
SE 199th Ave. (SE Stark St. - SE Burnside Rd.)
SE Stark St. (E. Burnside Rd. - SE 202nd Ave.)
SE Division St. (SW Corner of Hood Ave.)
NE Glisan St. (NE 181st Ave. - NE 194th Ave.)
NE 194th Ave. (NE Glisan St. - S'ly 500')

Project 1081

SECTION 105 - CONTROL OF WORK Cont'd

The work may proceed in any phase order, but must be completed before a new phase can be started. The Engineer will be the sole authority in determining when work may proceed on a new phase.

105.15 Weight and Speed Limitations on Contractors' Vehicles and Equipment

Add the following:

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

105.16 Maintenance of Work During Construction

Add the following:

Until acceptance of the project, the Contractor shall at all times protect from damage all public property and private property which may be affected by the work and preserve all materials, supplies, equipment of any description, and all work already performed, from the nature of the work, the action of the elements, and damage by any person or persons or from any other cause whatsoever.

SECTION 106 - CONTROL OF MATERIALS

Work shall be performed in accordance with Section 106 of the Standard Specifications.

SECTION 107 - LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

107.19 - Protection and Restoration of Property and Landscape

Add the following:

The Contractor is to avoid damage to existing curbs, driveways, asphaltic concrete pavement, and other structures. All structures that, in the opinion of the Engineer, have been damaged by the Contractor shall be removed to neat lines and replaced. All cost herein shall be borne by the Contractor.

NE Davis St. (NE 194th Ave. - NE 197th Ave.)
SE 199th Ave. (SE Stark St. - SE Burnside Rd.)
SE Stark St. (E. Burnside Rd. - SE 202nd Ave.)
SE Division St. (SW Corner of Hood Ave.)
NE Glisan St. (NE 181st Ave. - NE 194th Ave.)
NE 194th Ave. (NE Glisan St. - S'ly 500')

Project 1081

SECTION 107 - LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC Cont'd

107.21 Responsibility for Damage Claims - In connection with the work to be performed under the contract, it shall be understood that the "indemnification and save harmless" requirements of subsection 107.21 of the Standard Specifications extends to the Multnomah County Board of Commissioners and officers and employees of Multnomah County.

107.22 Contractor's Responsibility for Utility Property and Service

Add the following:

It shall be prima facie notification if a valve, valve box or utility meter is visible under ordinary conditions, marked by a stake or a reference stake or is pointed out to the contractor or his representative. The staking and pointing out by an employee of the utility will have the same force as if it were done by the Engineer. So, under these conditions, the contractor will be fully responsible for damage to these items.

SECTION 108 - PROSECUTION AND PROGRESS

108.09 Adjustment of Contract Time

Add the following:

In addition to the causes listed which will be considered by the Engineer for an adjustment of contract time, the Engineer will consider a delay in delivery of material as a cause for an adjustment of time.

If a contractor has a bona fide delay in delivery of material which could not have been anticipated or prevented by him, and such delay is documented to the Engineer in writing on the County's form for time extension with the consent of the surety endorsed thereon, and if such documentation satisfies the Engineer that such delay is a valid cause for an extension of time, the contract time for the project will be adjusted by the number of days determined by the Engineer to be a reasonable and equitable adjustment of the contract time.

It is understood and agreed that an adjustment of contract time as above provided shall be the contractor's sole remedy for any delay in delivery of materials and delay in completion of the project. The contractor will not be entitled to collect or recover any damages, loss or expense incurred by reason of such delays.

NE Davis St. (NE 194th Ave. - NE 197th Ave.)
SE 199th Ave. (SE Stark St. - SE Burnside Rd.)
SE Stark St. (E. Burnside Rd. - SE 202nd Ave.)
SE Division St. (SW Corner of Hood Ave.)
NE Glisan St. (NE 181st Ave. - NE 194th Ave.)
NE 194th Ave. (NE Glisan St. - S'ly 500')

Project 1081

SECTION 111 - TEMPORARY PROTECTIVE AND DIRECTIONAL
MEASURES FOR TRAFFIC

The contractor's attention is directed to the provisions of Subsection 104.05, "Maintenance of Traffic Through The Work," of these Special Provisions.

Paragraph 4 and 5 of Subsection 111.02, "General Requirements," are amended to read as follows:

"The contractor shall furnish and maintain in a safe condition, all necessary temporary traffic protective and directional measures as herein provided. Upon failure to immediately provide and/or maintain the necessary measures when so ordered, the Engineer shall be at liberty, without further notice to the Contractor or the Contractor's surety, to do so and deduct all of the costs thereof from any payments due or coming due the Contractor. The responsibility for making provision for traffic and for providing protective and directional measures shall lie solely with the Contractor.

"The cost of all temporary measures for the protection, convenience and control of traffic, including all signing, flagging, temporary road approaches and driveways, barricades, and miscellaneous items will be considered incidental to the project and no additional compensation will be allowed thereof."

No work may commence on this project until the Contractor submits and receives an approved traffic control plan.

SECTION 201 - CLEARING AND GRUBBING

The clearing and grubbing shall be performed in conformance with Section 201 of the Standard Specifications, as supplemented. Trees within the clearing limits that are to be saved will be marked by the County.

Clearing and Grubbing will be paid for on a lump sum basis.

The pay item shall be:

1. Clearing and Grubbing - Lump Sum

SECTION 202 - REMOVAL OF STRUCTURES AND OBSTRUCTIONS

The removal of structures and obstructions shall be performed in conformance with Section 202 of the Standard Specifications, as supplemented.

NE Davis St. (NE 194th Ave. - NE 197th Ave.)
SE 199th Ave. (SE Stark St. - SE Burnside Rd.)
SE Stark St. (E. Burnside Rd. - SE 202nd Ave.)
SE Division St. (SW Corner of Hood Ave.)
NE Glisan St. (NE 181st Ave. - NE 194th Ave.)
NE 194th Ave. (NE Glisan St. - S'ly 500')

Project 1081

SECTION 202 - REMOVAL OF STRUCTURES AND OBSTRUCTIONS, Cont'd

202.31 Area of Work and General Requirements

Add the following after the sixth paragraph:

All cuts through portland cement or asphalt concrete pavement, walls, curbs, gutters, driveways, walks and similar structures, at locations where the adjoining part of the structure is to be left in place, shall be made by the use of a mechanical cutting device utilizing a revolving abrasive disk as the cutting medium. All cuts shall be clean, straight and vertical, made to lines designated by the Engineer.

If, in the opinion of the Engineer, the original cut does not provide the desired neat lines, successive cuts shall be made until the desired result is obtained. The additional cuts and additional concrete required as a result of undesirable cuts shall be furnished at the contractor's expense.

Work included under this section will consist of removing approximately 143 Sq. Yds. of concrete flat work, 469 Lin. Ft. of concrete curb, and 1 Each existing concrete inlets.

All concrete and masonry removed under these provisions shall become the property of the contractor at the point of removal and shall be disposed of by him outside the limits of the project in a manner satisfactory to the Engineer.

Payment for this item is understood to include any and all costs for saw cutting.

The pay item shall be:

2. Removal of Structures and Obstructions - Lump Sum

SECTION 203 - EXCAVATION AND EMBANKMENT FOR ROADWAYS

Excavation and embankment shall be performed in conformance with Section 203 of the Standard Specifications, supplemented and/or modified as follows:

203.02 Lines, Grades and Cross Sections

Immediately prior to placing subsequent layers of material thereon, the grading plane at any point shall conform to the following:

The grading plane at any point shall be not more than 0.02-foot above the grade established by the engineer.

NE Davis St. (NE 194th Ave. - NE 197th Ave.)
SE 199th Ave. (SE Stark St. - SE Burnside Rd.)
SE Stark St. (E. Burnside Rd. - SE 202nd Ave.)
SE Division St. (SW Corner of Hood Ave.)
NE Glisan St. (NE 181st Ave. - NE 194th Ave.)
NE 194th Ave. (NE Glisan St. - S'ly 500')

Project 1081

SECTION 203 - EXCAVATION AND EMBANKMENT FOR ROADWAYS Cont'd

203.81 General and 203.91 General

There will be no pay for excavation. The price bid for other items is understood to include all cost for any and all excavations.

SECTION 603 - CULVERTS, SIPHONS, SEWERS and IRRIGATION PIPE

Drain pipe shall be furnished and installed in conformance with the pipe data shown on the plans, and Section 603 of the Standard Specifications as supplemented and/or modified by the following:

603.11 Materials - The pipe shall be 12" concrete with bell and spigot rubber gasket joints, ASTM C-14, Class 3, non-reinforced, and materials shall meet the requirements of the appropriate subsection of Part 700 of the Standard Specifications.

603.34 Bedding - Bedding will be required as shown on the plans. The bedding material shall be 1"-0 aggregate base material.

603.38 Backfilling - Backfilling shall be done as shown on the plans. The backfill material shall be 1"-0 aggregate base material.

603.81 - Measurement and 603.91 - Payment - There will be no separate payment for 12" CDP. The price bid for concrete inlet Type "CG" will include the cost and installation of 12" concrete pipe material, bedding and backfill materials, excavation, placing materials, compaction, connections to existing pipes and inlets, plus any other work as is necessary for a complete installation as shown on the plans.

SECTION 604 - MANHOLES AND INLETS

Manholes and inlets shall be constructed in conformance with Section 604 of the Standard Specifications, supplemented and/or modified as follows:

604.02 Cast-In Place and Precast Construction - Concrete inlets and siphon boxes may be either precast or cast-in-place, conforming to the details on the Plans.

604.81 Measurement

The price bid per each inlet shall include all labor, equipment and materials necessary for a complete in place installations.

NE Davis St. (NE 194th Ave. - NE 197th Ave.)
 SE 199th Ave. (SE Stark St. - SE Burnside Rd.)
 SE Stark St. (E. Burnside Rd. - SE 202nd Ave.)
 SE Division St. (SW Corner of Hood Ave.)
 NE Glisan St. (NE 181st Ave. - NE 194th Ave.)
 NE 194th Ave. (NE Glisan St. - S'ly 500')

Project 1081

SECTION 604 - MANHOLES AND INLETS, Cont'd

604.91 Payment

The pay items will be:

Concrete Inlet, Type "CG," with Basin and Type 2 Grate.

SECTION 608 - PORTLAND CEMENT CONCRETE WALKS, DRIVEWAYS
 AND SURFACINGS

Portland cement concrete walks, driveways, sidewalk ramps and surfacings shall be constructed in conformance with Section 608 of the Standard Specifications, supplemented and/or modified as follows:

608.11 Portland Cement Concrete - The maximum size of aggregate shall be 3/4", 1" or 1-1/2" as the Contractor elects.

608.34 Portland Cement Concrete - Patching of damaged concrete will not be allowed. Any damaged or vandalized concrete shall be removed and replaced at the Contractor's expense. The Engineer will be the final authority as to acceptance or rejection of any and all surface finishes.

608.81 and 608.91 Measurement and Payment - Add the following item:

<u>Pay Item</u>	<u>Unit of Measurement</u>
4-inch Concrete Walks and Driveways	Sq. Yd.

The above shall be understood to include concrete walks, that portion of concrete driveways constructed beyond the back of walk line, and wheelchair ramps.

Concrete walks and wheelchair ramps will be measured and paid for at the contract unit price per square yard for the bid item "4-inch Concrete Walks and Driveways," which payment shall be understood to be full compensation for all labor, materials, equipment, excavation and incidentals necessary for construction.

NE Davis St. (NE 194th Ave. - NE 197th Ave.)
SE 199th Ave. (SE Stark St. - SE Burnside Rd.)
SE Stark St. (E. Burnside Rd. - SE 202nd Ave.)
SE Division St. (SW Corner of Hood Ave.)
NE Glisan St. (NE 181st Ave. - NE 194th Ave.)
NE 194th Ave. (NE Glisan St. - S'ly 500')

Project 1081

SECTION 609 - PORTLAND CEMENT CONCRETE CURBS AND ISLANDS

Portland cement concrete curbs shall be constructed in conformance with Section 609 of the Standard Specifications, supplemented and/or modified as follows:

609.11 Portland Cement Concrete - The maximum size of aggregate shall be 3/4", 1" or 1-1/2" as the Contractor elects.

Measurement and Payment:

609.81 and 609.91, the pay item(s) will be:

Type "C" Concrete Curb - Lin. Ft.
Type "C" Concrete Curb Retaining Wall - Lin. Ft.

SECTION 610 ASPHALT CONCRETE WALKS, CURBS
AND MISCELLANEOUS STRUCTURES

Asphalt concrete pavement shall be constructed in conformance with Section 610 of the Standard Specifications supplemented and/or modified as follows:

610.03 General - Any number reference made to Section 403 or subsections of Section 403 shall be understood to refer to the section or subsections of the Supplemental Standard Specifications (for small projects) dated February 1986.

Measurement and Payment:

610.83 and 610.93 Method "B" complete in place basis. Add the following pay item:

Asphalt Restoration - Sq. Yd.

MAILBOX SUPPORTS

Scope - This work shall consist of removing, maintaining in temporary locations during construction and reinstalling in permanent locations, all mailboxes and paper boxes affected by construction work in accordance with these specifications and in conformity with the plans.

NE Davis St. (NE 194th Ave. - NE 197th Ave.)
SE 199th Ave. (SE Stark St. - SE Burnside Rd.)
SE Stark St. (E. Burnside Rd. - SE 202nd Ave.)
SE Division St. (SW Corner of Hood Ave.)
NE Glisan St. (NE 181st Ave. - NE 194th Ave.)
NE 194th Ave. (NE Glisan St. - S'ly 500')

Project 1081

MAILBOX SUPPORTS, Cont'd

Materials:

(a) The tube support frame shall conform to:

(1) the requirements of ASTM A 500 Grade B and shall be galvanized in conformance to ASTM A 386, Class B-1 or;

(2) the tensile requirements of ASTM A 53 Grade B and shall be galvanized with a minimum 0.9 oz. per square foot coating as measured by ASTM A 90 on the exterior surface followed by a chromate conversion coating and a cross link polyurethane acrylic coating. A zinc base corrosive resistant interior coating shall also be applied or;

(3) the equivalent.

(b) The mounting bracket shall be of the design shown on the plans or an approved equal.

(c) The mounting brackets, angles, adapter plates, and hardware shall be galvanized in conformance to AASHTO M 232.

(d) Any damage to galvanized surfaces such as the cut end of the tube support frame, drill holes and elsewhere shall be repaired by painting with one coat of a Zinc Dust-Zinc Oxide Primer.

(e) The post mounting socket shall be the Flush V-Wing Socket manufactured by Foresight Industries of Cheyenne, Wyoming, or an approved equal.

(f) Mailboxes will be furnished by owners.

Construction Details - Beginning at the start of construction all mailboxes and paper boxes affected by the work shall be protected and maintained at locations accessible to the delivery agent and as handy as possible to the person or persons being served. This may require removing and relocating the mailboxes and paper boxes more than once to maintain service throughout construction. When roadway construction is completed the mailboxes shall be reinstalled on new supports in their permanent locations in conformance with the details shown on Drawing No. 2136.

NE Davis St. (NE 194th Ave. - NE 197th Ave.)
SE 199th Ave. (SE Stark St. - SE Burnside Rd.)
SE Stark St. (E. Burnside Rd. - SE 202nd Ave.)
SE Division St. (SW Corner of Hood Ave.)
NE Glisan St. (NE 181st Ave. - NE 194th Ave.)
NE 194th Ave. (NE Glisan St. - S'ly 500')

Project 1081

MAILBOX SUPPORTS Cont'd

The mounting brackets furnished shall be of the proper size to fit each existing mailbox.

If the original (prior to construction) support for the mailbox is something that the property owner desires to retain it shall be placed by the Contractor on the owner's property adjacent to the work. Otherwise, the original mailbox support shall be disposed of by the Contractor.

Measurement - The quantity to be paid for will be the actual number of each mailbox support installed in permanent locations as specified.

Payment - The accepted quantity will be paid for at the contract unit price per each for the following pay items:

Single Mailbox Supports - Each
Multiple Mailbox Supports - Each

Payment when made as above set forth will be complete compensation for all labor, materials, equipment, tools and incidentals involved in removing existing mailbox supports, providing temporary installations as necessary, installing new supports, with either 2'-0" or 2'-6" angle legs as required, in permanent locations and concrete collars where required, and installing owner-furnished mailboxes and paper boxes as specified.

SUPPLEMENTAL REQUIRED CONTRACT PROVISIONS
(Bid Conditions)

PORTLAND AREA AFFIRMATIVE ACTION PLAN

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

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

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

PART I

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

PART II

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

B. Requirement--An Affirmative Action Plan. Contractors described in "A. Coverage" above shall be subject to the provisions and requirements of Part II of these bid conditions including the goals and timetables for minority^{1/} 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.

^{1/} "Minority" is defined as including Blacks, Hispanics, American Indians, and Asian and Pacific Islanders, both men and women.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PART III COMPLIANCE AND ENFORCEMENT

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

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

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

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

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

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

PART IV GENERAL REQUIREMENTS

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

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

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

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

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

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

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

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

RECORDS AND REPORTS

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

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

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

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

	NAME AND LOCATION OF CONTRACTOR	FEDERAL FUNDING AGENCY
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5. CONSTRUCTION TRADE	Classifications	6. WORK HOURS OF EMPLOYMENT (Federal & Non-Federal)								9. TOTAL NUMBER OF EMPLOYEES	10. TOTAL NUMBER OF MINORITY EMPLOYEES				
		6a. TOTAL ALL EMPLOYEES BY TRADE		6b. BLACK (Not of Hispanic Origin)		6c. HISPANIC		6d. ASIAN OR PACIFIC ISLANDERS				6e. AMERICAN INDIAN OR ALASKAN NATIVE		7. MINORITY PERCENTAGE	8. FEMALE PERCENTAGE
		M	F	M	F	M	F	M	F			M	F		
	Journey worker														
	APPRENTICE														
	TRAINEE														
	SUB-TOTAL														
	Journey worker														
	APPRENTICE														
	TRAINEE														
	SUB-TOTAL														
	Journey worker														
	APPRENTICE														
	TRAINEE														
	SUB-TOTAL														
	Journey worker														
	APPRENTICE														
	TRAINEE														
	SUB-TOTAL														
	TOTAL JOURNEY WORKERS														
	TOTAL APPRENTICES														
	TOTAL TRAINEES														
	GRAND TOTAL														

11. COMPANY OFFICIAL'S SIGNATURE AND TITLE	12. TELEPHONE NUMBER (Include area code)	13. DATE SIGNED	PAGE _____ OF _____
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INSTRUCTIONS FOR FILING MONTHLY EMPLOYMENT UTILIZATION REPORT (CC-257)

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

- | | |
|--|---|
| Compliance Agency | .U.S. Government agency assigned responsibility for equal employment opportunity. (Secure this information from the contracting officer.) |
| Federal Funding Agency | .U.S. Government agency funding project (in whole or in part). If more than one agency, list all. |
| Contractor | .Any contractor who has a construction contract with the U.S. Government or a contract funded in whole or in part with Federal funds. |
| Minority | .Includes Blacks, Hispanic, American Indians, Alaskan Natives, and Asian and Pacific Islanders—both men and women. |
| 1. Covered Area | .Geographic area identified in Notice required under 41 CFR 60-4.2. |
| 2. Employer's Identification Number | .Federal Social Security Number used on Employer's Quarterly Federal Tax Return (U.S. Treasury Department Form 941). |
| 3. Current Goals (Minority & Female) | .See contract Notification. |
| 4. Reporting Period | .Monthly, or as directed by the compliance agency, beginning with the effective date of the contract. |
| 5. Construction Trade | .Only those construction crafts which contractor employs in the covered area. |
| 6. Work-Hours of Employment (a-e) | a. The total number of male hours and the total number of female hours worked by employees in each classification.

b-e. The total number of male hours and the total number of female hours worked by each specified group of minority employees in each classification. |
| Classification | .The level of accomplishment or status of the worker in the trade (Journey Worker, Apprentice, Trainee) |
| 7. Minority Percentage | .The percentage of total minority work-hours of all work-hours (the sum of columns 6b, 6c, 6d, and 6e divided by column 6a; just one figure for each construction trade). |
| 8. Female Percentage | .For each trade the number reported in 6a. F divided by the sum of the numbers reported in 6a. M and F. |
| 9. Total Number of Employees | .Total number of male and total number of female employees working in each classification of each trade in the contractor's aggregate work force during reporting period. |
| 10. Total Number of Minority Employees | .Total number of male minority employees and total number of female minority employees working in each classification in each trade in the contractor's aggregate work force during reporting period. |

PREVAILING WAGE RATES

for

Public Works Contracts in Oregon



BOLI

Mary Wendy Roberts

Commissioner

Bureau of Labor and Industries

Effective January 1, 1989



BUREAU OF LABOR AND INDUSTRIES

Mary Roberts, Commissioner

January 1, 1989

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

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

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


MARY WENDY ROBERTS
Commissioner
Bureau of Labor and Industries

PORTLAND
1400 SW 5th Avenue
Portland, Oregon 97201

MEDFORD
700 E. Main
Medford, Oregon 97504

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

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

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

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

PENDLETON
700 SE Emigrant, Suite 240
Pendleton, Oregon 97801

AN EQUAL OPPORTUNITY EMPLOYER

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

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

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

The section of the Amendment concerning Asbestos Workers is correct.

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

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

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

February 20, 1989

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

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

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

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

Laborers trained for removal of Asbestos are considered Class 3.

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

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

ANNOUNCEMENT

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

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

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

GENERAL INFORMATION

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

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

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

Apprentices and Trainees

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

Zone Pay

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

Bid Specifications

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

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

Fringe Benefits

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

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

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

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

Overtime

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

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

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

Certification of Payroll

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

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

COMMONLY ASKED QUESTIONS

1) What are "Prevailing Wage Rates?"

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

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

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

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

3) What about contracts when Federal funds are used?

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

COMMONLY ASKED QUESTIONS (Continued)

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

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

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

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

6) How do I classify workers?

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

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

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

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

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

8) How do I post Prevailing Wage Rates?

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

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

COMMONLY ASKED QUESTIONS (Continued)

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

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

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

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

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

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

- 11) How much do I pay apprentices?

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

COMMONLY ASKED QUESTIONS (Continued)

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

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

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

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

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

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

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

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

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

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

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

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS	TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
ELECTRICIANS (continued)			ELEVATOR CONSTRUCTORS (continued)		
<u>Area 4:</u>			<u>Area 1</u>		
Where the cost of electrical work (labor and material) is <u>less</u> than or equal to \$100,000:			Umatilla Wallowa Union Baker		
o Electricians	17.45	3.04	<u>Area 2</u>		
o Cable Splicer	19.20	3.10	All Remaining Counties		
Where the cost of electrical work (labor and material) is <u>more</u> than \$100,000:			GLAZIERS		
o Electricians	17.95	3.06	Area 1	17.97	3.08
o Cable Splicer	19.75	3.11	Area 2	13.76	1.72
<u>Area 5:</u>			<u>Area 1</u>		
o Electricians	19.80	4.69	<u>Area 2</u>		
o Cable Splicers	20.55	4.72	All Counties except Malheur		
<u>Area 6:</u>			HIGHWAY AND PARKING STRIPERS		
o Electricians	17.20	4.12	18.14		
o Cable Splicers	18.92	4.17	1.05		
<u>Area 1</u>	<u>Area 2</u>	<u>Area 2(cont)</u>	<u>Area 3</u>	IRONWORKERS	
Malheur	Baker Gilliam Grant Morrow	Umatilla Union Wallowa Wheeler	Coos Curry Lincoln Douglas (a) Lane (a)	o Structural, Reinforcing, Ornamental, Riggers, Fence Erectors, Signal Men	
<u>Area 4</u>	<u>Area 5</u>	<u>Area 6</u>	18.26		
Benton Crook Deschutes Jefferson Lane (b) Linn Marion Polk Yamhill(c)	Clackamas Clatsop Columbia Hood River Multnomah Sherman Tillamook Wasco Washington Yamhill (d)	Harney Jackson Josephine Klamath Lake Douglas (b)	5.81		
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			LABORERS (see page 11)		
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			LIMITED ENERGY ELECTRICIANS		
c) South half			May only be used for electrical work not exceeding 100 va:		
d) North half			Area 1	9.50	2.28
ELEVATOR CONSTRUCTORS			Area 2	9.95	1.53
<u>Area 1</u>			Area 3	9.44	2.00
o Mechanic	18.88	4.33 + a	Area 4	9.69	2.14
o Helper	13.22	4.33 + a	Area 5	10.57	2.17
o Probationary Helper	9.44	-	Area 6	9.55	2.28
<u>Area 2</u>			Area 7	9.88	1.77
o Mechanic	19.22	4.33 + a	Area 8	9.40	2.18
o Helper	13.45	4.33 + a	Area 9	9.92	1.70
o Probationary Helper	9.61	-	Area 10	9.81	1.59
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 11	10.65	1.66
			Area 12	12.78	1.69
			Area 13	10.79	2.04
			Area 14	10.54	1.84
			Area 1	Clatsop, Columbia, Tillamook	
			Area 2	Clackamas, Multnomah, Washington	
			Area 3	Marion, Polk, Yamhill	
			Area 4	Benton, Lincoln, Linn	
			Area 5	Lane	
			Area 6	Douglas	
			Area 7	Coos, Curry	
			Area 8	Jackson, Josephine	
			Area 9	Hood River, Sherman, Wasco	
			Area 10	Crook, Deschutes, Jefferson	
			Area 11	Klamath, Lake	
			Area 12	Gilliam, Grant, Morrow, Umatilla, Wheeler	
			Area 13	Baker, Union, Wallowa	
			Area 14	Harney, Malheur	

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

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS	
ROOFERS			
Area 1:			
o Roofers	15.10	3.70	
o Handling coal tar pitch	16.61	3.70	
Area 2:			
o Roofers(a)	15.04	2.93	
Area 3:			
o Roofers	14.15	2.70	
(Add \$1.50 per hour to Fringe for work with irritable Bituminous material.)			
Area 4:			
o Roofers	14.75	3.35	
(Add \$2.00 per hour to Fringe for work with irritable Bituminous materials)			
Area 5:			
o Roofers	11.55	3.55	
(Add \$3.00 per hour to Fringe for work with irritable Bituminous materials)			
<u>Area 1</u>	<u>Area 1(cont)</u>	<u>Area 2</u>	<u>Area 2(cont)</u>
Baker	Multnomah	Benton	Klamath
Clackamas	Sherman	Coos	Lake
Clatsop	Tillamook	Crook	Lane
Columbia	Wasco	Curry	Lincoln
Jefferson	Washington	Deschutes	Linn
Gilliam	Wheeler	Douglas	Marion
Grant		Harney	Polk
Hood River		Jackson	Yamhill
		Josephine	
<u>Area 3</u>	<u>Area 4</u>	<u>Area 5</u>	
Malheur	Umatilla	Morrow	
	Union		
	Wallowa		
SHEETMETAL WORKERS			
Area 1	Building Trades		
	Journeyman	16.80	4.85
	Architectural (a)		
	Journeyman	14.64	4.12
Area 2		16.28	3.01
Area 3		18.86	4.11
Area 4		16.34	2.99
<u>Area 1</u>			
Benton	Gilliam	Linn	Tillamook
Clackamas	Grant	Marion	Wasco
Clatsop	Harney	Multnomah	Washington
Columbia	Hood River	Polk	Wheeler
Crook	Jefferson	Sherman	Yamhill
Deschutes	Lincoln		
<u>Area 2</u>	<u>Area 3</u>	<u>Area 4</u>	<u>Area 4 (cont)</u>
Baker	Morrow	Coos	Josephine
Malheur	Umatilla	Curry	Klamath
	Union	Douglas	Lake
	Wallowa	Jackson	Lane
a) Architectural work is <u>job-site</u> exterior work only on gutters, downspouts, scuppers, conductor heads, flashing, metal roofing and siding, including job-site roll formed, decking, louvers, gravity type ventilators, fascia, soffits, window wall, column covers, pre-engineered metal buildings and sandwich type wall systems such as Alucobond, Robertson, Molenco or Inryco.			

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS	
SOFT FLOOR LAYERS			
Area 1	15.15	3.42 + b	
Area 2	12.99	2.01	
b) plus 4% of basic hourly rate for employees with less than one year of service, 6% for those with more than one year.			
<u>Area 1</u> - All counties except Malheur County			
<u>Area 2</u> - Malheur County			
SPRINKLER FITTERS	20.30	3.90	
TENDERS TO MASON TRADES			
Tenders for Bricklayers, Tile Setters, Marble Setters and Terrazzo Workers; Topping for Cement Finishers and Mortar Mixers.			
	14.71	3.90	
TENDERS TO PLASTERERS			
	14.22	3.90	
TILE SETTERS			
<u>Area 1</u>	17.10	3.55	
<u>Area 2</u>	16.05	2.65	
<u>Area 1</u>	<u>Area 1(cont)</u>	<u>Area 2</u>	<u>Area 2(cont)</u>
Baker	Polk	Benton	Josephine
Clackamas	Sherman	Coos	Klamath
Clatsop	Tillamook	Crook	Lake
Columbia	Umatilla	Curry	Lane
Gilliam	Union	Deschutes	Lincoln
Hood River	Wallowa	Douglas	Linn
Malheur(a)	Wasco (b)	Grant	Malheur (c)
Marion	Washington	Harney	Wasco (d)
Morrow	Yamhill	Jackson	Wheeler
Multnomah		Jefferson	
a) North half c) South half			
b) North of Maupin d) Maupin and south thereof			
TILE & TERRAZZO HELPERS			
<u>Area 1</u>	13.32	2.20	
<u>Area 1</u>			
Baker	Hood River	Sherman	Wallowa
Clackamas	Gilliam (a)	Tillamook	Wasco (b)
Clatsop	Morrow	Umatilla	Washington
Columbia	Multnomah	Union	Yamhill (a)
Malheur (North Half)	Yamhill (North Half)		
Wasco (North of Maupin)			
TRUCK DRIVERS (see Page 11)			
WELDERS; RIGGERS			
Receive rate for craft performing operation to which welding and rigging are incidental.			

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

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

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

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

ZONE RATES AND DESCRIPTIONS

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

(Add to Zone 1 Rate)

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

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

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

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

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

Zone 5: More than 80 miles.

Cities

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

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

LESS THAN
100% 100%

Zone 1 (Base Rate):*			
o Group 1	14.79	17.77	3.67
o Group 2	14.91	17.92	3.67
o Group 3	14.99	18.02	3.67
o Group 4	15.11	18.17	3.67
o Group 5	14.87	17.87	3.67
o Group 6	14.95	17.97	3.67

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

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

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

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

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

Cities for Groups 3 and 4

Corvallis	Longview	North Bend	The Dalles
Eugene	Medford	Portland	

Cities for Groups 5 and 6

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

Group 1

Auto. Nailing Machine Carpenters
Form Stripper
Manhole Builders

Group 2

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

Group 3

Millwrights
Machine Erectors

Group 4

Certified Welders

Group 5

Bridge, Dock & Wharf Builders
Piledrivermen

Group 6

Boom Men

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
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TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
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LABORERS¹

	LESS THAN 100%	100%	
Zone 1 (Base Rate): ²			
o Group 1	11.17	13.34	4.90
o Group 2	11.45	13.69	4.90
o Group 3	11.69	13.99	4.90
o Group 4	11.89	14.24	4.90
o Group 5	9.00	10.00	4.90
o Group 6	8.50	8.50	4.90

Group 1

Asphalt Plant Laborers	General Laborer ***
Asphalt Spreaders	Guardrail, Median
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

*** Laborers can tear off roofs, clean up or handle roofing materials only when at least one new story is added or in demolition work, where no reroofing will occur.

Group 2

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

(Group 2 continues top of next column.)

LABORERS (continued)

- a) Including Pot Tender for same, applying protective material by hand or nozzle on utility lines or storage tanks on project
- b) Power saw
- c) And similar types
- d) Concrete, rock, etc.
- e) Charred Materials
- f) Of all materials of an irritating nature including cement and lime
- g) Includes, but not limited to: Dry Pack Machine, Jackhammer, Chipping Guns, Paving Breakers, Vibrators (less than 4" diameter)

Group 3

Asbestos Removal	Power Saw Operators (d)
Asphalt Rakers	Pumpcrete Nozzleman
Bit Grinder	Sand Blasting (dry)
Concrete Saw Operator	Sewer Pipe Layers
Drill Doctor	Sewer Timberman
Drill Operators (a)	Track Liners (e)
Gunitite Nozzleman	Tugger Operator
High Scalars,	Tunnel-Chuck Tenders,
Strippers, Drillers(b)	Nippers, Timberman
Laser Beam (c)	Vibrator (4" and larger)
Manhole Builder	Water Blaster
Powdermen	Welder

- a) Air Tracks, Cat Drills, Wagon Drills, Rubber-mounted drills, and other similar types
- b) Covers work in Swinging Stages, chairs or belts, under extreme conditions unusual to normal drilling, blasting, barring-down, or sloping and stripping
- c) Pipe laying, applicable when employee assigned to move, set up, align Laser Beam.
- d) Bucking and falling
- e) Anchor Machines, Ballast Regulators, Multiple Tampers, Power Jacks

Group 4

Laser Beam (Tunnel), applicable when employee assigned to move, set-up, align laser beam
Tunnel Miners
Tunnel Powderman

Group 5**

Flagger

Group 6**

Fence Builder Landscaping or planting laborer

**Groups 5 and 6 were formerly a single group. Note the difference in rates between the two groups now.

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

² See page 11 for zone rates and descriptions

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS	TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
POWER EQUIPMENT OPERATORS¹			POWER EQUIPMENT OPERATORS (continued)		
	LESS THAN 100%	100%	Group 3		
Zone 1 (Base Rate): ²			Air Filtration Equipment	Hydrographic Seeder Machine (e)	
o Group 1	13.04	16.24	5.17	Asphalt Plant Fireman	Hydrostatic Pump
o Group 2	13.19	16.42	5.17	Ballast Jack Tamper	Mixer Box Operator (f)
o Group 3	13.31	16.58	5.17	Bell Boy, Phones, etc	Motorman
o Group 4	13.47	16.78	5.17	Broom Operator (a)	Pugmill Operator
o Group 5	13.51	16.82	5.17	Bucket Elevator Loader (b)	(any type) Pump Operator (g)
o Group 6	13.59	16.93	5.17	Cement Hog	Ross Carrier Operator (h)
o Group 7	13.65	17.00	5.17	Compressor Operator (c)	Tamping Machine (i)
o Group 8	13.76	17.14	5.17	Concrete Saw and Concrete Curing Machine (d)	Truck-mounted Asphalt Spreader (with screed)
o Group 9	13.83	17.23	5.17	Conveyor Operator	Welding Machine Operator
o Group 10	13.90	17.31	5.17	Hydraulic Pipe Press	Wire Mat or Brooming Machine Operator
o Group 11	13.91	17.33	5.17		
o Group 12	13.99	17.43	5.17	a) Self-propelled on job site	
o Group 13	14.07	17.53	5.17	b) Barber Greene and similar type	
o Group 14	14.27	17.77	5.17	c) Any power, under 1250 cubic feet total capacity	
o Group 15	14.42	17.96	5.17	d) Riding type	
o Group 16	14.62	18.21	5.17	e) Straw, pulp or seed	
o Group 17	14.78	18.41	5.17	f) C.T.B. Drybatch, etc.	
o Group 18	14.98	18.66	5.17	g) Any power, 4 inches and over	
o Group 19	15.12	18.84	5.17	h) On job site	
				i) Mechanical self-propelled	
Group 1			Group 4		
Assistant Conveyor Operator	Partsman (tool room)	Pump Operator (a)	Combination Mixer & Compressor (a)	Helicopter Hoist Operator	
Brakeman/Switchman	Oiler (b)	Scaffolding Operator (c)	Compactor, including Vibratory	Hydra Hammer or similar types	
Crusher Feederman	Switchman		Compressor (Any Power (b))	Locomotive, under 40 tons	
Deckhand			Concrete Mixer Operator (c)	Lull Hi-Lift Operator (d)	
Guardrail Punch Oiler			Floating Equipment Fireman	Pavement Breaker	
a) Under 4 inches			Fork Lift, over 5 ton	Pump Operator (e)	
b) Including Plant, Crane, Crusher, Guardrail Equipment, and Trenching Machine				Roller Operator, Oiling C.T.B.	
c) Self-propelled				Screed Operator	
				Service Oiler (Greaser)	
Group 2			a) Gunnite work		
A-Frame Truck Operator (a)	Helicopter Radioman (Ground)	Roller Operator (g)	b) Over 1,250 cu. ft. total capacity		
Auger	Oiler (f)	Tar Pot Fireman (h)	c) Single drum, under five bag capacity		
Blade Operator (b)	Temporary Heating Plant Operator	Truck Crane Oiler/Driver (i)	d) Or similar type		
Boatman	Tugger or Coffin type Hoist Operator		e) More than 5 (any size)		
Crane Fireman (c)	Welder's Tender				
Driller Tender			Group 5		
Fork Lift or Lumber Stacker (d)			Chip Spreading Machine Operator	Pulva Mixer or similar types	
Grade Checker			Concrete Batch Plant Quality Control Operator	Slip Form Pumps, power driven hydraulic lifting device for concrete forms	
Grade Oiler (e)			Elevator Operator	Sweeper, Wayne type (b)	
Heavy Duty Repairman Tender			Extrusion Machine Hoist, single drum	Tractor (c)	
a) Single drum			Lime Spreading (a)	Trenching Machine (d)	
b) Pulled type			Power Jumbo, setting slip forms, etc. in tunnels.	Wagner Pactor (e)	
c) All equipment except floating					
d) On job site			a) On job site		
e) Required to check grade			b) Self-propelled on job site		
f) Including combination guardrail machines			c) Rubber-tired 50 H.P. flywheel and under		
g) Grading of base rock (not asphalt)			d) Maximum digging capacity 3 ft. depth		
h) Including power agitated type			e) Or similar type without blade		
i) 25 ton capacity and over					

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

² See page 11 for zone rates and descriptions

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

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS	TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
POWER EQUIPMENT OPERATORS (continued)			POWER EQUIPMENT OPERATORS (continued)		
<u>Group 13</u>			a) Over 100 ton and including 200 ton b) Derrick Barge, 80 ton, but less than 150 ton c) 12 cu. yds. and over d) 5 cu. yds. and over e) Over 80 ton and including 150 ton		
Back Filling Machine	Derrick, under 100 tons		<u>Group 18</u>		
Blade (a)	Elevating Grader (e)		Band Wagons (a)	Wheel Excavator (d)	
Blade, multi-engine	Floating Clamshell, etc. (f)		Crane (b)	Whirley (e)	
Blade Operator, finish	Floating Crane (g)		Floating Crane (c)		
Bridge Crane	Grade-all, 1 cu. yd.		a) In conjunction with Wheel Excavator		
Operator (b)	and over		b) Over 200 ton		
Cableway Operator (c)	Hoist (h)		c) 150 ton but less than 250 ton		
Concrete Paving Road	Piledriver Operator		d) Over 200 ton		
Mixer	Shovel, etc (i)		e) 150 ton and over		
Crane (d)			<u>Group 19</u>		
a) Externally controlled by electronic, mechanical hydraulic manes			Floating Crane (a)	Remote Controlled Earth Moving Equipment	
b) Locomotive Crane, Gantry and Overhead			Helicopter (b)	Under Water Equipment (c)	
c) 25 ton and over			a) 250 ton and over		
d) Over 25 ton and including 40 tons			b) When used in erecting work		
e) Operated by Tractor Operator, Sierra, Eculid, or similar			c) Remote or otherwise		
f) Under 3 cu. yds.			<u>TRUCK DRIVERS¹</u>		
g) Derrick Barge, less than 30 ton				LESS THAN	
h) Stiff Leg, Guy Derrick, or similar, 50 tons and over				100%	100%
i) 1 cu. yd. and less than 3 cu. yds.					
<u>Group 14</u>			Zone 1 (Base Rate): ²		
Rubber-tired Scraper (a)			o Group 1	13.09	15.73 4.70
Tower Crane Operator			o Group 2	13.13	15.78 4.70
a) With Tandem Scrapers, self-loading, Paddle Wheel, Auger type, finish and/or 2 or more units			o Group 3	13.17	15.83 4.70
			o Group 4	13.21	15.88 4.70
<u>Group 15</u>			o Group 5	13.25	15.93 4.70
Loader, 4 cu. yds., but less than 6 cu. yds.			o Group 6	13.33	16.03 4.70
Rock Hound Operator			o Group 7	13.41	16.13 4.70
			o Group 8	13.49	16.23 4.70
<u>Group 16</u>			o Group 9	13.57	16.33 4.70
Autograder or "Trimmer"	Floating Crane (Derrick Barge) (c)		o Group 10	13.71	16.50 4.70
Automatic Concrete Loader (d)			o Group 11	13.79	16.60 4.70
Slip Form Paver	Rubber-tired Scraper (e)		o Group 12	13.87	16.70 4.70
Cableway (a)	Shovel (f)		o Group 13	13.95	16.80 4.70
Concrete Canal Line	Tandem Bulldozer (g)		o Group 14	14.03	16.90 4.70
Crane (b)	Wheel Excavator (h)				
Floating Clamshell, etc., 3 cu. yds. and over	Whirley, 80 ton and under		<u>Work</u>		<u>Group</u>
a) 25 tons and over			A-Frame or Hydra-lift Truck w/load bearing surface.		2
b) Over 40 ton and including 100 ton			Battery Rebuilder		1
c) 30 ton but less than 80 ton			Bus or Man-Haul Driver.		1
d) 6 cu. yds., but less than 12 cu. yds.			Concrete Buggies (Power operated)		1
e) With Tandem Scrapers, multi-engine			Drivers and Helpers handling Sacked Cement—add 15¢ per hour		
f) 3 cu. yds., but less than 5 cu. yds.			Dump Trucks, Side, End and Bottom Dumps, including Semi-Trucks and trains or combinations thereof:		
g) Quad-nine and similar			6 cu. yds. and under		1
h) Under 750 cu. yds. per hour			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
<u>Group 17</u>					
Canal Trimmer	Loader (c)				
Crane (a)	Shovel, etc. (d)				
Floating Crane (b)	Whirley (e)				
(Group 17 continues top of next column)					

¹ See page 11 for description of when rates less than 100% may be used.
² See page 11 for zone rates and descriptions.

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
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TRUCK DRIVERS (continued)

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

¹ See page 11 for description of when rates less than 100% may be used.
² See page 11 for zone rates and descriptions.

BUREAU OF LABOR AND INDUSTRIES - WAGE AND HOUR DIVISION

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

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

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

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

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

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

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

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

Column 5 - Total: Self-explanatory.

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

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

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

Use of Section 4(c), Exceptions

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

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

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

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

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

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

NAME OF CONTRACTOR <input type="text"/> OR SUBCONTRACTOR <input type="text"/>		ADDRESS <input style="width:100%;" type="text"/>																
		Phone: (<input type="text"/>) <input type="text"/> - <input type="text"/>																
FOR WEEK ENDING	CONTRACTING AGENCY	PROJECT AND LOCATION					PROJECT OR CONTRACT NO.	DATE CONTRACT SPECIFICATIONS FIRST ADVERTISED FOR BID										
	Phone (<input type="text"/>)																	
(1) NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) # of W/H EXEMPTIONS	(3) WORK CLASSIFICATION (include group number if applicable)	OT. OR ST.	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS				(9) NET WAGE PAID FOR WEEK
				HOURS WORKED EACH DAY										FICA	FEDERAL WITH- HOLDING TAX	STATE WITH- HOLDING TAX	OTHER	
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CERTIFIED STATEMENT

I, _____, _____
 (Name or signatory party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the _____
 (Contractor, subcontractor or surety) (Building or work)

_____ ; that during the payroll commencing on the _____

day of _____, 19____, and ending the _____ day of

_____, 19____, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said _____

_____ (Contractor, subcontractor or surety)

from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as specified in ORS 652.610, and described below:

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

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

FORM WH-38 (3/84)

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS
 In addition to the basic hourly wage rates paid to each worker listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH
 Each worker listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXEMPTIONS

EXCEPTION (CRAFT)	EXPLANATION
REMARKS	

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

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

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

PLANNED PUBLIC IMPROVEMENT SUMMARY

FISCAL YEAR _____ - _____

PAGE _____ OF _____

(Name of State or Local Government Agency)

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

ORS 279.023 generally states that not less than 30 days prior to adoption of its budget for the subsequent budget period, each public agency shall prepare and file with the Commissioner of the Bureau of Labor and Industries a list of every public improvement known to that agency that the agency plans to fund in the budget period... If the agency decides to use its own equipment and personnel for constructing projects estimated to cost more than \$50,000, the agency shall show that the decision conforms to the policy of the State of Oregon that public agencies shall make every effort to construct public improvements at the least cost to the public agency, and the public agency shall cause to be kept and preserved a full, true and accurate account of the costs of performing the work including all engineering and administrative expenses and a reasonable estimate of the cost, including investment cost, of the equipment used. NOTE: This Improvement Summary together with the project estimate and least cost determination constitutes a public record available in the usual manner for public review or copying. Mail a copy of this public improvement summary to: Wage and Hour Division, 306 State Office Building; Portland, Oregon 97201

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

1. PRIME CONTRACTOR

Name _____

Address _____

City, State, Zip _____

Phone Number () _____

2. CONTRACTING AGENCY

Name _____

Address _____

City, State, Zip _____

Phone Number () _____

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

FORM WH-81 (Rev. 6/88)

3. CONTRACT INFORMATION

A. Contract Name and Number:

B. Location of work: _____

C. County: _____

D. Amount of the Award: \$ _____

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

F. Date Contract Awarded: _____

G. Date Contract Specifications
Advertised for Bid:

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

1. PRIME CONTRACTOR

Name ZAK CONSTRUCTION COMPANY

Address 1234 N.W. Camille Street

City, State, Zip Alexandra, OR 97201

Phone Number (503) 12-4567

2. CONTRACTING AGENCY

Name LOPEZ IRRIGATION DISTRICT

Address 1234 N.W. Shannon Court

City, State, Zip Jamestown, OR 97201

Phone Number (503) 987-6543

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

FORM WH-81 (Rev. 6/88)

3. CONTRACT INFORMATION

A. Contract Name and Number:
Dam Repair 100-H

B. Location of work: Becca, Oregon

C. County: Malheur

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

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

F. Date Contract Awarded: July 16, 1985

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

SAMPLE

May 25, 1989

In the Matter of Recognition of Volunteers who)
have made contributions of time, energy, and)
ideas to Multnomah County R-1)

Commissioner McCoy explained procedures for awards for citizen volunteers appointed by Citizens Involvement Committee, and present certificates of appreciation to the following: Roena Douglas, Carter-Piedmont Center, Loaves and Fishes; Carole Murdock, Multnomah County Community Action; Helen Peterson, Indian Ministry Committee of the Ecumenical Ministries of Oregon; and Ignacio Verduco, Oxbow Park.

Commissioner Kafoury presented certificates to the following: Marion "Bud" E. Scranton, Oregon State Prison Fellowship Program; Elysia "Red" Slyter, Restitution Center; and Rich Sather, Metro Crisis Intervention Services, and Citizen Advisory Committee for the Parkrose Schools;

Commissioner Anderson presented certificates to the following: Paul Eisenberg, General Services Citizen Budget Advisory Committee, and Strategic Planning Functional Committee for Support Services; Greg Darnell, County jails and youth; and Ruby Riba, Restitution Center.

Commissioner Bauman presented certificates to the following: Al Green, Multnomah County Community Health Council; Sherry Unger, Mental Health Association; and Pat Hagen, Linda Karpstein, and Debra Zivney, Open Arms representatives.

Commissioner McCoy recognized Dick Levy and Dennis Payne from the CIC Citizens Advisory Board.

DATE SUBMITTED

MAY 2 1989

(For Clerk's Use)

Meeting Date 5/18/89
Agenda No. ACI

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Volunteer Recognition Ceremony

Informal Only* _____
(Date)

Formal Only 25 May 1989
(Date)

DEPARTMENT Citizen Involvement Committee DIVISION _____

CONTACT Merlin Reynolds TELEPHONE 3450

*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD Dick Levy

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

Recognition of volunteers that have made special contributions of their time, energy, and ideas to Multnomah County by the Board of County Commissioners and the Citizen Involvement Committee. The ceremony will be followed by a brief reception in hall outside room 602.

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

ACTION REQUESTED:

INFORMATION ONLY PRELIMINARY APPROVAL POL. DIRECTION APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 20 minutes and 15 minute reception

IMPACT:

PERSONNEL
 FISCAL/BUDGETARY
 General Fund
 Other _____

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1989 MAY -3 AM 9:50

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: [Signature]

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.



GLADYS McCOY, Multnomah County Chair

Room 134, County Courthouse
1021 S.W. Fourth Avenue
Portland, Oregon 97204
(503) 248-3308

MEMORANDUM

TO: ✓ Barbara Jones

FROM: Mike Dolan *[Signature]*
Public Information Officer

DATE: May 17, 1989

RE: Volunteer event at Board Formal May 25, 1989

WHEREAS volunteers will be recognized at the formal meeting;

WHEREAS they will be hanging around in the audience from the beginning of the meeting;

WHEREAS we would like to have some news coverage before reporters get bored and head for a bar;

WHEREAS the public information office wants to give reasonable notice, and

WHEREAS the CIC has already submitted a placement sheet,

THEREFORE LET IT BE RESOLVED that Volunteer recognition be set at a time certain of 9:30 a.m.

cc: Delma Farrell
Merlin Reynolds

McCoy
101/134

Barbara Jones
101/606



MULTNOMAH COUNTY OREGON

NEWS

CONTACT: Merlin Reynolds, Citizen Involvement Committee, 248-3450
Michael Dolan, public information officer, 248-3308
PHOTO, VIDEO, AUDIO OPPORTUNITY: YES

RELEASE: May 17, 1989

VOLUNTEERS HONORED AT MULTNOMAH COUNTY

Open Arms, a training program for teenage girls housed at the Donald E. Long Juvenile Detention Center, is one of three groups to be honored by Multnomah County for doing volunteer work.

Volunteers, singly and in groups, will be honored by the Multnomah County Board of Commissioners at the annual Volunteer Awards Ceremony 9:30 a.m. Thursday May 25 during the formal meeting at the County Courthouse, 1021 S.W. 4th Ave.

Open Arms was formed four years ago by seven women who wanted to train teenage girls in cooking, crafts, relaxation exercises, facials, manicures and sewing. Honored for helping young women not only learn necessary life skills but also build self esteem are Pat Hagen, Donna O'Halloren, Leone Bennison, Linda Karpstein, Kim Melcher, Debra Zivney and Toni Weber.

MORE

Other groups to be honored include the Coalition of Community Health Clinics Volunteers, which consists of medical professionals who donate services at local health clinics, and the Oregon Bass and Panfish Club, which helped improve fish habitat in Blue Lake Park.

Individuals receiving volunteer honors provide a wide range of services throughout the county, from the Restitution Center in downtown Portland to the Citizen Advisory Committee for the Parkrose Schools.

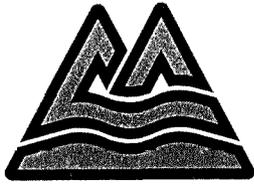
Volunteers were selected for time and effort put in at Multnomah County government and other agencies and projects. They were nominated by all of the county's elected officials and department managers. The county's Citizen Involvement Committee made the final selection of volunteers to be honored.

Listed below are the volunteers and their area of contribution:
Ruby Riba, Restitution Center;
Carol Murdock, Multnomah County Community Action;
Greg Darnell, County jails and youth;
Marion E. Scranton, Oregon State Prison Fellowship Program;
Rich Sather, Metro Crisis Intervention Services, Citizen
Advisory Committee for the Parkrose Schools;
Ignacio Verduco, Oxbow Park;
Al Green, Multnomah County Community Health Council;
Paul Eisenberg, General Services Citizen Budget Advisory
Committee, Strategic Planning Functional Committee for Support Services;
Helen Peterson, Indian Ministry Committee of the Ecumenical
Ministries of Oregon;
Roena Douglas, Carter-Piedmont Center Loaves and Fishes.
Elysia "Red" Slyter, Restitution Center.

###

NOTE TO EDITORS: Several volunteers and their activities offer opportunities for feature stories throughout the year.

Gladys McCoy, County Chair
Multnomah County Courthouse
1021 S.W. Fourth Avenue
Portland, Oregon 97204



MULTNOMAH COUNTY OREGON

2115 S.E. MORRISON #215
PORTLAND, OREGON 97214
(503)248-3450

CITIZEN INVOLVEMENT COMMITTEE

JOHN MILLER
CIC Chair

Neighborhoods West-Northwest

- Lianne Thompson
- Alex Pierce

SW Neighborhood Information

- Martha White
- John Miller, CIC Chair

North Portland Citizens

- Mark Williams

NE Coalition of Neighborhoods

- Richard Levy
- Dennis Payne, CIC V.Chair

Central Northeast Neighbors

- Scott Holzem

SE Uplift

- Ben Butzien
- Karma Sweet

East of E.181st Avenue

- Charles Herndon
- Vivian Starbuck

Between E.60th & E.181st

- Franklin Jenkins
- Robert Luce, CIC Secretary
- Jim Worthington

West of E.60th, uninc.

- Ann Porter

County Boards, Commissions, & Civic Groups

- Marlene Byrne
- Jean Ridings
- Sara Lamb, CIC Treasurer

Office of Citizen Involvement

- Merlin Reynolds, Executive Director
- Gloria Fisher, Information Coordinator

Memorandum

TO: Auditor Dan Ivancie
FROM: Merlin Reynolds *Merlin*
RE: Correction to May 5 Memorandum

Please note correction to May 5, 1989
Memorandum concerning Volunteer Awards Ceremony:
Volunteer Awards Ceremony is scheduled for May 25,
1989 at 9:30 a.m., not p.m.

May 25, 1989

For the Purpose of Recognizing) RESOLUTION
National Public Works Week, May 21-27, 1989) #89-107
R-2)

Commissioner Anderson read the Resolution, and moved approval, duly seconded by Commissioner Bauman. She noted that all those public works employees who work on roads, bridges, light rail transit are important to the citizen of Multnomah County.

Paul Yarborough, Environmental Services Director, explained the nature of a national Parks award won by County Parks Division; and from a selection involving over 3000 contestants, first place was given to Multnomah County. He noted that it is appropria that it comes to the County during Public Works Week. Guy Schwartz accepted the award in the absence of Charles Ciecko.

At this time, the motion was considered, and it is unani-
mously

ORDERED that said Resolution be approved.

DATE SUBMITTED _____

(For Clerk's Use)
Meeting Date 5/18/89
Agenda No. R-2

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: National Public Works Week

Informal Only* May 25, 1989 (Date) \longrightarrow Formal Only _____ (Date)

DEPARTMENT Environmental Services DIVISION Transportation

CONTACT Susie Lahsene TELEPHONE 248-3636

*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD Susie Lahsene

BRIEF SUMMARY

Resolution recognizing National Public Works Week, May 21-27, 1989, for the contributions that all public works officials make to everyday health and safety.

ACTION REQUESTED:

INFORMATION ONLY PRELIMINARY APPROVAL POLICY DIRECTION APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA _____

IMPACT:

PERSONNEL _____
 FISCAL/BUDGETARY _____
 General Fund _____
Other _____

*To original
Susie Lahsene
6/2/89*

1989 MAY 18 AM 10:35
CLERK OF COUNTY COMMISSIONERS
MULTI-COUNTY
OREGON

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: *[Signature]*

BUDGET/PERSONNEL _____

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) _____

OTHER _____
(Purchasing, Facilities Management, etc.)

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



MULTNOMAH COUNTY OREGON

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

May 25, 1989

Mr. Paul Yarborough, Director
Department of Environmental Services
2115 SE Morrison
Portland, OR

Dear Mr. Yarborough:

Be it remembered, that at a meeting of the Board of County Commissioners held May 25, 1989, the following action was taken:

In the matter of ratification of an intergovern-)
mental revenue agreement with Tri-Met for reim-)
bursement for improvements to Cleveland Ave.)
associated with the functioning of the Light Rail)
and Cleveland Avenue Park and Ride - Term January)
1989 - July 1, 1989 R-3)

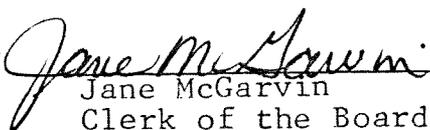
Paul Yarborough, Environmental Services Director, explained that this agreement extends the time for billing Tri-Met for its share of this project, and that the cost figures were not possible to complete before the end of the contract in December.

Upon motion of Commissioner Anderson, duly seconded by Commissioner Kafoury, it is unanimously

ORDERED that said intergovernmental agreement modification be ratified.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

By 
Jane McGarvin
Clerk of the Board

jm
cc: Budget
Finance
Purchasing
Transportation

DATE SUBMITTED _____

(For Clerk's Use)
Meeting Date 5/25/89
Agenda No. R-3

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: _____

Informal Only* _____
(Date)

Formal Only 5-25-89
(Date)

DEPARTMENT Environmental Services

DIVISION Transportation

CONTACT Susie Lahsene

TELEPHONE 3636

*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD Susie Lahsene

BRIEF SUMMARY

This is an amendment to extend the time frame of the revenue agreement with Tri-Met for reimbursement for improvements to Cleveland Ave. associated with the functioning of the Light Rail and Cleveland Ave. Park and Ride.

ACTION REQUESTED:

/ INFORMATION ONLY / PRELIMINARY APPROVAL / POLICY DIRECTION /X APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 5 minutes

IMPACT:

/ PERSONNEL
/X FISCAL/BUDGETARY
/ General Fund
Other _____

CLERK OF
COUNTY COMMISSIONERS
1989 MAY 13 AM 10:25
MULTI-COUNTY
OREGON

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: [Signature]

BUDGET/PERSONNEL [Signature]

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) [Signature]

OTHER _____
(Purchasing, Facilities Management, etc.)

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



OFFICE MEMORANDUM . . . DEPARTMENT OF ENVIRONMENTAL SERVICES

TO: Paul Yarborough
FROM: Susie Lahsene *SL*
DATE: May 10, 1989
SUBJECT: Amendment to Revenue Agreement with Tri-Met

Attached, please find an amendment to Intergovernmental Agreement #3011-87 with Tri-Met for the purpose of reimbursing the road fund an amount not to exceed \$100,000 for improvements on Cleveland Avenue associated with the functioning of the Light Rail and Park and Ride. This is a retroactive amendment. While the actual work was complete within the time frame of the original agreement (August 1987 - December 1988), the costs for right-of-way from ODOT were delayed. Tri-Met needs to have an active agreement in order to make the payment to the County, therefore, I have prepared this amendment extending the time limits. We now have available the costs associated with right-of-way for the improvement.

SL:vh

Enclosure

6034V



MULTNOMAH COUNTY OREGON

CONTRACT APPROVAL FORM

(See instructions on reverse side)

TYPE I

- Professional Services under \$10,000
- Revenue
- Grant Funding
- Intergovernmental Agreement

TYPE II

- Professional Services over \$10,000 (RFP, Exemption)
- PCRB Contract
- Maintenance Agreement
- Licensing Agreement

Amendment # _____ to Contract # _____
(Original Contract Amount _____)

Amendment # _____ to Contract # _____
(Original Contract Amount _____)

Contact Person Susie Lahsene Phone 248-3636 Date 11/6/87

Department Environmental Services Division Transportation Bldg/Room 425

Description of Contract Agreement with Tri-Met for reimbursement for improvements to Cleveland Avenue associated with the functioning of the Light Rail and Cleveland Park and Ride.

RFP/BID # _____ Date of RFP/BID _____ Date of Exemption _____

Reviewed For MBE FBE Participation Contractor is MBE FBE

Contractor Name Tri-Met
Mailing Address 421 S.W. 5th Ave. - Suite 600
Portland, OR 97204
Phone 238-5826
Employer ID# or SS# _____

Payment Terms
 Lump Sum \$ _____
 Monthly \$ _____
 Other \$ _____

Effective Date August 1987
Termination Date December 1988

Total Amount of Agreement \$ _____ This is a revenue contract not to exceed \$100,000 based on actual costs.
 Requirements contract-requisition required
Purchase Order No. _____

Required Signatures
Department Head [Signature] Date 11-9-87

Purchasing Director _____ Date _____
(Type II Contracts Only)

County Counsel [Signature] Date 11-24-87

Budget Office [Signature] Date 12/1/87

County Executive/Sheriff [Signature] Date 12/22/87

TRANSACTION CODE	P.O.	AGENCY	PO DATE	ACCOUNTING PERIOD	BUDGET FY	TOTAL AMOUNT	ACTION			
LINE NO.	CONTRACT NUMBER	FUND	AGENCY	ORGANIZATION	ACTIVITY	OBJECT	REPT CATEG	DESCRIPTION	AMOUNT	INC/DEC IND
	30110-8	150	030	5344		2779			\$	
									\$	
									\$	
									\$	

MODIFICATION NO. 1

Agreement No. 3011-87 and Contract No. 88-537I/7074 dated August 17, 1987, between Multnomah County, a political subdivision of the State of Oregon, hereinafter referred to as "County" and the Tri-County Metropolitan Transportation District of Oregon, a municipal corporation of the State of Oregon, established under Chapter 267 of Oregon Revised Statutes, hereinafter referred to as "Tri-Met."

W I T N E S S E T H

WHEREAS, County entered into an agreement on August 17, 1987, with Tri-Met to perform work on Cleveland Avenue in support of the operation of the Banfield Light Rail facility; and,

WHEREAS, upon completion of said work County was to bill Tri-Met for reimbursement for their share of the improvements by December 1988; and,

WHEREAS, final costs for Tri-Met's share have been unavailable due to right-of-way negotiations and acquisitions; and,

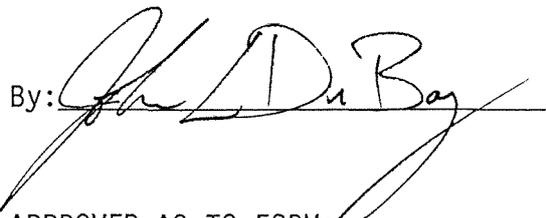
WHEREAS, estimated final costs are now available, therefore,

IT IS mutually agreed by and between the present parties to the above-named agreement to extend the termination date from December 1988 to July 1, 1989, to allow adequate time for County to invoice Tri-Met for work performed. All other conditions and terms of the agreement shall remain in full force and effect during the term of said agreement.

Dated this 1st day of May 1989.
25th

REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By: 

APPROVED AS TO FORM

By: _____

DANA ANDERSON

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

By: 

GLADYS MCCOY
MULTNOMAH COUNTY CHAIR

TRI-MET METROPOLITAN TRANSPORTATION
DISTRICT OF OREGON

By: _____

J. E. COWEN
GENERAL MANAGER



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
CAROLINE MILLER • District 3 • 248-5217
POLLY CASTERLINE • District 4 • 248-5213
JANE McGARVIN • Clerk • 248-3277

December 22, 1987

Mr. Paul Yarborough, Director
Department of Environmental Services
2115 SE Morrison
Portland, OR

Dear Mr. Yarborough:

Be it remembered, that at a meeting of the Board of County Commissioners held December 22, 1987, the following action was taken:

In the matter of the Chair's request for ratifi-)
cation of an intergovernmental agreement with)
Tri-Met to reimburse County for those improve-)
ments on Cleveland Avenue associated with func-)
tioning of the Light Rail and Cleveland Avenue)
Park and Ride Facility R-6)

Commissioner Casterline explained this agreement is with Tri-Met who will get federal monies for the project and reimburse the County. She moved, duly seconded by Commissioner Anderson, that the above-entitled matter be approved.

Betsy Williams stated Susie Lahsene was the staff person for this agreement, and that she is on the way to the meeting, but that she would attempt to answer questions in the meantime. She responded to Commissioner Miller's questions, but referred the following to Susie Lahsene, who appeared later in the meeting: 1) who will provide liability insurance; 2) why has the request been delayed since August; and 3) why is the County moving Tri-Met equipment?

At this time, the motion was considered, and it is unanimously

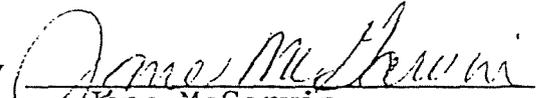
ORDERED that said intergovernmental agreement be ratified.

Note: At the end of the meeting, and just before the Jail report, Susan Lahsene, Transportation, responded to Commissioner Miller's questions, and reported the contractor will provide the insurance policy, and that since Tri-Met constructed the building on Cleveland not knowing reconstruction was being planned at the time, it is the County's responsibility to relocate Tri-Met equipment. She added some reimbursement will be received from the PUC through UMPTA for the project.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

By


Jane McGarvin
Clerk of the Board

jm

cc: Budget
Finance
Purchasing
Harriet Weber
Transportation

TRI-COUNTY METROPOLITAN TRANSPORTATION
DISTRICT OF OREGON

MULTNOMAH COUNTY, OREGON

INTERGOVERNMENTAL AGREEMENT
FOR
CLEVELAND AVENUE IMPROVEMENTS

PARTIES

This contract is by and between Tri-County Metropolitan Transportation District of Oregon ("Tri-Met") and Multnomah County, Oregon ("County"). Multnomah County is a home rule political subdivision of the State of Oregon organized and existing under the laws and constitution of the State of Oregon. Tri-Met is a municipal corporation of the State of Oregon established under Chapter 267 of Oregon Revised Statutes.

AUTHORITY

This agreement is entered into pursuant to ORS 190.003 to 190.250 and ORS 267.200.

RECITALS

1. WHEREAS, to support the Light Rail system, Tri-Met sought approval from the City of Gresham for the development of the Cleveland Station and Park and Ride facility; and

2. WHEREAS, the City of Gresham required improvements to SE 235th Avenue to accommodate increased vehicular and pedestrian traffic as part of the Planning Commission's order of design review approval for the Cleveland Station and Park and Ride facility; and

3. WHEREAS, per the City of Gresham's design review approval, Tri-Met's participation in the improvements to SE 235th Avenue were adjusted to include only elements of the project that directly related to the functioning of the Cleveland Station and Park and Ride facility; and

4. WHEREAS, the County agreed to initiate the improvement of SE 235th Avenue between Division and Powell and to be responsible for the costs not associated with the functioning of the Cleveland Station and Park and Ride facility; and

5. WHEREAS, the County has undertaken as County's project the reconstruction and widening of County's roadway known as SE 235th Avenue; and

6. WHEREAS, the improvement includes the alteration of the at-grade railroad crossing on Tri-Met's Banfield Light Rail Line in the City of Gresham known as Public Utilities Commissioners of Oregon Crossing No. 43A-014-92; and

7. WHEREAS, to the extent that the Public Utility Commissioner of Oregon has authority over the actions of the County or Tri-Met, the Public Utility Commissioner has authorized the County to proceed with the County's project;

NOW, THEREFORE, IN CONSIDERATION of the mutual promises and the terms and conditions set forth in this contract, the parties agree as follows:

1. Term

The term of this contract shall be from August 17, 1987, to December 31, 1988, inclusive, unless terminated sooner under the provisions of this contract.

2. Scope of Services

- A. County shall perform the tasks and obligations specified in Exhibit A, which is attached to, and made a part of, this contract.
- B. Tri-Met shall perform the tasks and obligations specified in Exhibit B, which is attached to, and made a part of, this contract.

3. Schedule of Work

- A. The County shall not commence any work on Tri-Met's right-of-way until the County has submitted a construction schedule to Tri-Met and Tri-Met has approved the schedule.
- B. The County shall schedule its work in such a way that no delays or interruptions to Tri-Met's regular Light Rail operating schedule will occur.
- C. The relocated crossing gates and additional warning lights will need to be installed in four phases. Phase I involves the County filling the area for the relay cases, installing the new case foundations, installing the new gate foundation and all new conduit. Phase II involves Tri-Met relocating and wiring the two relay cases and gate mechanism. Phase III involves the County installing the two new cantilevers and foundations and removing the old gate and case foundations. Phase IV involves Tri-Met wiring and testing the new cantilevered light assemblies. Tri-Met will not perform the Phase II work until the County has completed all Phase I work. The County shall

not perform Phase III work until after Phase II is completed.

4. Compensation

- A. Tri-Met agrees to reimburse County a maximum of \$99,500.00 for performance of those services provided by County pursuant to this contract. All of County's invoices shall be sent directly to Tri-Met's Finance Department, and shall contain a reference to the Contract Number. County shall receive payment within thirty (30) days after Tri-Met's receipt of an approved invoice.
- B. Tri-Met shall be obligated to reimburse the County only for those costs and expenses that Tri-Met determines to be reasonable. The County shall submit with its invoices all supporting documentation necessary for Tri-Met to determine the reasonableness of the invoice. Tri-Met shall have the right to review and approve each invoice and its supporting documentation prior to being obligated to pay the invoice.

5. Federal Funding Limitation

County understands that funds to pay for County's performance under this contract have been, or shall be, made available from the United States Department of Transportation through the Urban Mass Transportation Administration (UMTA). All funds must be approved and administered by UMTA. Tri-Met's obligation hereunder is payable solely from funds that may be appropriated and allocated by UMTA for the performance of this contract. If funds are not allocated, or ultimately are disapproved by UMTA, Tri-Met shall not be liable for payment and may terminate or suspend this contract, without penalty, until such time as funds are available. Tri-Met shall notify County promptly in writing of the nonallocation, delay, or disapproval of funding. It is understood and agreed that Tri-met shall not be liable for damages in connection with this contract on account of delay in payments to County due to lack of available funds.

6. Board Approval

Approval by Tri-Met's Board of Directors is required for contracts in excess of \$100,000.00.

7. Project Managers

Tri-Met's Project Manager is John Griffiths. Contractor's Project Manager is Steve Farnsworth. All routine correspondence and communication regarding this contract shall be between the project managers.

8. Liability

County shall indemnify Tri-Met for, and hold Tri-Met harmless from, all claims arising out of the negligence or intentional misconduct of the County or its officers, employees, agents, or contractors. County shall be liable to Tri-Met for any damage to Tri-Met's property or injury to Tri-Met's officers, employees, or agents caused by the County or its officers, employees, agents, or contractors.

9. Public Contract Provisions

All provisions required in public contracts under ORS Chapter 279 are incorporated by reference and shall be deemed a part of this contract as if fully set forth, and the County shall include those provisions in any construction contracts that it awards pursuant to this agreement.

10. Federal Requirements

This contract is funded in part under a financial assistance agreement between Tri-Met and the U.S. Department of Transportation, Urban Mass Transportation Administration ("UMTA"). This contract is subject to all provisions prescribed for third party contracts by that financial assistance agreement, including, but not necessarily limited to, the provisions in Exhibit C, which is attached to, and made a part of, this contract, and the County shall include these provisions in any construction contracts that it awards pursuant to this agreement.

11. Warranties

- A. County warrants that all work will meet or exceed standards prevailing in the industry. If Tri-Met discovers a breach of that warranty within one (1) year after final payment under this contract and gives County written notice of that breach within a reasonable time after discovery, County shall remedy the breach promptly and at no cost to Tri-Met.
- B. County warrants that all goods provided under this contract are new, of high quality, and free from defects in design or manufacture. Goods provided under this contract shall be covered by any additional warranties customarily provided by County or by the manufacturer of the goods. County warrants that title to goods provided under this contract is free from encumbrances of any type. County may not disclaim the implied warranties of merchantability or fitness for a particular purpose.

12. Labor and Material

County shall provide and pay for all labor, materials, equipment, tools, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of all contract work, all at no cost to Tri-Met other than the compensation provided in this contract.

13. Termination for Convenience

Tri-Met may terminate all or part of this contract upon determining that termination is in the public interest. Termination under this paragraph shall be effective upon delivery of written notice of termination to County. Upon termination under this paragraph, County shall be entitled to payment in accordance with the terms of the contract for contract work completed before termination, and to payment for all reasonable contract close-out costs. Within thirty (30) days after termination pursuant to this paragraph, County shall submit an itemized invoice for all unreimbursed contract work completed before termination and all contract close-out costs actually incurred by County. Tri-Met shall not be liable for any costs invoiced later than thirty (30) days after termination unless County can show good cause beyond its control for the delay.

14. Termination for Default

If Contractor fails to perform in the manner called for in this contract, or if Contractor fails to comply with any other provisions of the contract, Tri-Met may terminate this contract for default. Termination shall be effected by serving a notice of termination on County setting forth the manner in which County is in default. County shall be paid the contract price only for services performed in accordance with the manner of performance set forth in this contract. If it is later determined by Tri-Met that County had an excusable reason for not performing, such as a strike, fire, flood, or other event that is not the fault of, or is beyond the control of, County, Tri-Met may allow County to continue work, or may treat the termination as a termination for convenience.

15. Nondiscrimination

During the term of this contract, County shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin.

16. Jurisdiction

This contract shall be governed by the laws of the State of Oregon, and the parties agree to submit to the jurisdiction of the courts of the State of Oregon.

17. Compliance with Laws and Regulations

County shall adhere to all applicable Federal, state, and local laws, regulations, and policies, including, but not limited to, those related to workers' compensation, those in OMB Circular A-102 and its attachments, those of the Contract Work Hours and Safety Standards Act, and those relating to equal employment opportunity, nondiscrimination, and affirmative action, including, but not limited to, those regulations implementing Executive Order No. 11246 of the President of the United States and Section 402 of the Vietnam Readjustment Act of 1973. County shall adhere to all safety standards and regulations established by Tri-Met for work performed on its premises or under its auspices.

18. Integration and Modification

This contract includes the entire agreement of the parties and supersedes any prior discussions or agreements regarding the same subject. This contract may be modified only by a written agreement signed by authorized representatives of the parties.

19. Authority

The representatives signing on behalf of the parties certify that they are duly authorized by the party for which they sign to make this contract.

COUNTY OF MULTNOMAH

By: *Gladys McCoy*
(signature)

Name: Gladys McCoy

Title: County Chair

Approved as to Form:

By: *Walter Billups*
County Counsel

TRI-COUNTY METROPOLITAN
TRANSPORTATION DISTRICT OF OREGON

By: *J.E. Cowen by J.R. Post*
(signature)

Name: J.E. COWEN

Title: GENERAL MANAGER

Approved as to Form

By: *John J. Post*
Contracts and Legal Services

EXHIBIT A

SCOPE OF SERVICES

COUNTY'S OBLIGATIONS

1. County shall design improvements to SE 235th Avenue to the functional classification designation of the facility.
2. County shall coordinate project design with City of Gresham and Tri-Met, including submission of all plans and specifications to Tri-Met for its review and approval.
3. County shall identify the reasonable cost of those improvements to the roadway associated with the functioning of the Light Rail and the Cleveland Station and Park and Ride facility and provide to Tri-Met for review and approval.
4. County shall secure the necessary right-of-way for the designated improvement.
5. County shall coordinate and secure required utility permits, and develop and advertise detour routes.
6. County shall advertise, award contract, and manage project construction.
7. County shall be responsible to ensure that selected contractor shall:
 - A. Provide a two year maintenance bond.
 - B. Provide insurance to cover Tri-Met for personal injury to Tri-Met personnel and damage to Tri-Met property in the amount of \$1,000,000.00 or more, including railroad protective coverage, and for third party claims for personal injury and property damage in amounts equal to those established by the Oregon Tort Claims Act, ORS 30.270.
 - C. Furnish and install two complete walk out cantilever assemblies as shown in the contract drawings. The cantilever assemblies shall be Model W as manufactured by the Safetran Systems Corporation of Louisville, Kentucky or equal as approved by the County and Tri-Met. Each assembly shall include:
 - . Mast with the external junction box.
 - . 16" mast mounted ladder assembly and ladder guard.
 - . Cantilever arm complete with wrap around handrail and cable truss assembly.

- . 8-12 VDC loud tone bell.
 - . Arm mounted railroad crossing sign.
 - . Mast mounted railroad crossing sign.
 - . Arm mounted two-way (4 light units) light assembly complete with junction box, and jury mast with pinnacle. Roundels shall be 12" in diameter and a 20 degree horizontal and 32 degree downward spread. Lamps shall be 10V, 25W.
 - . Mast mounted two way (4 light units) light assembly complete with junction box. Roundel shall be 12" in diameter. Front light roundels shall have a 30 degree horizontal and 15 degree downward spread. Back light roundels shall have a 70 degree horizontal spread. Lamps shall be 10V, 25W.
- D. Furnish and install two pre-cast, sectional concrete cantilever foundations to be used in the installation of the cantilever structures described in 7.C above. These foundations shall be of the size recommended by the manufacturer of the cantilever assembly, and as manufactured by Sectional Foundations, Inc. of Scranton, Pennsylvania, or equal as approved by the County and Tri-Met.
- E. Furnish and install a 2" diameter ANSI schedule 40 PVC conduit from the external junction box on the cantilever mast to the junction box on the base of the associated gate mechanism, as shown on the contract drawings.
- F. Furnish and install a new foundation for the gate mechanism that is to be relocated on the northwest quadrant of the crossing at the location shown in the contract drawings. The new foundation shall be a Model SF-2-4'6" as manufactured by Sectional Foundations, Inc. of Scranton, Pennsylvania or equal as approved by the County and Tri-Met.
- G. Furnish and install a 3" diameter ANSI Schedule 40 PVC conduit from the new foundation to the new location of the Tri-Met relay cases as shown in the Contract Drawings.
- H. Furnish and install four instrument foundation piers and additional conduit for the relocation by others of the two Tri-Met relay cases as shown in the Contract Drawings. The instrument case piers shall be Model SF392 as manufactured by Section Foundations, Inc. of Scranton, Pennsylvania or equal as approved by the County and Tri-Met. Conduit shall be ANSI Schedule 40, 3" diameter PV. With a minimum of 30" of cover.
- I. Furnish and install "No Parking" signs as required by the PUC.

8. County will fund the entire project and bill Tri-Met for agreed reasonable costs.
9. Whenever any activity by the County or its construction contractor could foul Tri-Met's trackway or interfere with Tri-Met's Light Rail operations, the County shall notify Tri-Met of such activity at least forty-eight (48) hours prior to commencing the activity. County shall allow Tri-Met the opportunity for Tri-Met to provide supervisors and flagpersons to direct train traffic and coordinate train traffic with the activity by the County or its contractor. County shall reimburse Tri-Met for the cost of the supervisors and flagpersons.
10. County shall allow Tri-Met the opportunity to perform a final inspection of all work in the area of the crossing and to submit to the County a final punch list for completion of that work.
11. County shall reimburse Tri-Met for the cost of relocating, wiring, and testing Light Rail signal equipment that is moved to accommodate County's project.

EXHIBIT B

SCOPE OF SERVICES

TRI-MET'S OBLIGATIONS

1. Tri-Met shall reimburse the County for the reasonable road improvement costs associated with the Light Rail system and the Cleveland Station and Park and Ride facility.
2. In association with the Light Rail grade crossing on SE 235th Avenue, Tri-Met shall, at no cost to the County:
 - A. Grant a right-of-way easement to the County and grant slope easements.
 - B. Provide a permit to enter onto Tri-Met property by Multnomah County and its contractor.
 - C. Provide a fill permit to raise instrument cases to track grade.
 - D. Upon completion of improvements, maintain the crossing between rails and for a distance of two (2) feet outside the rails and all facilities associated with the signalization of the crossing.
3. In association with the Light Rail grade crossing on S.E. 235th Avenue, Tri-Met shall perform the following items of work, and County shall reimburse Tri-Met for the costs of that work:
 - A. Relocate the existing signal gate and mast in the northwest quadrant of the crossing to the contractor supplied and installed base.
 - B. Extend the existing signal gate mast arms to their proper dimension.
 - C. Relocate the two instrument cases to the contractor supplied and installed bases.
 - D. Install all electrical wiring and perform all required electrical testing.



OFFICE MEMORANDUM . . . DEPARTMENT OF ENVIRONMENTAL SERVICES

DATE: July 14, 1987
TO: Fred Veith
FROM: Steve Farnsworth
SUBJECT: Cleveland Ave.

Please note the new time for the plan review meeting on the above - referenced project. The meeting has been changed to 11:00 am on Thursday 7/16/87.

A second meeting will follow with Susie and Roy B. to discuss the Tri-Met Intergovernmental Agreement. This meeting should begin about 11:15 am.

The plans and specifications are being modified due to the request by Tri-Met to have the contractor purchase and install the cantilever assemblies, gates, and footings. A cost estimate is not available yet. If possible the changes will be available at the meeting.

SF:dml

cc: Susie Lahsene
Roy Bennett
Dick Westrup
Don Hauskins
Bob Johnson

3269V

DATE SUBMITTED _____

(For Clerk's Use)
Meeting Date 5/23/89
Agenda No. A-4

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: PCRB Exemption

Informal Only * _____
(Date)

Formal Only _____
(Date)

DEPARTMENT Environmental Services

DIVISION Facilities Management

CONTACT Lennie Sobocinski

TELEPHONE 248-3322

*Name(s) OF PERSON MAKING PRESENTATION TO BOARD Lennie Sobocinski

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

Request to the Board of County Commissioners, acting as the PCRB, for an exemption to exceed the 20% contract amendment limitation due to expansion in the scope of work for the Jury Room Remodel project.

ACTION REQUESTED:

INFORMATION ONLY PRELIMINARY APPROVAL POLICY DIRECTION APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 10 minutes

IMPACT:

PERSONNEL

FISCAL/BUDGETARY

GENERAL FUND

OTHER _____

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: [Signature]

BUDGET / PERSONNEL [Signature]

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) [Signature]

OTHER [Signature]
(Purchasing, Facilities Management, etc.)

1989 MAY 18 10 58 AM
CLERK OF COUNTY COMMISSIONERS
MOLINE, OREGON

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



MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
DIVISION OF FACILITIES AND
PROPERTY MANAGEMENT
2505 S.E. 11TH AVENUE
PORTLAND, OREGON 97202
(503) 248-3322

GLADYS McCOY
MULTNOMAH COUNTY CHAIR

MEMORANDUM

TO: Lillie Walker, Director
Purchasing Section

FROM: Lennie Sobocinski, Project Manager
Facilities & Property Management 

DATE: April 6, 1989

RE: REMODEL JURY ROOMS 302, 412

This is a request for an exemption for the above referenced project. Presently the project is \$17,000 over the original bid price of \$59,700.

The scope of work was enlarged by authorization for the contractor to expand the scope of work in 412 jury room remodel to include the expansion of Judge Walker's jury box in Room 410 from a 6 person jury box to a 12 person jury box, a CIP budgeted project.

The reason for this was to limit the down time in Judge Walker's courtroom from 2 months to 1 month by combining both CIP projects, allowing two projects to be completed simultaneously. Secondly, the quote by the contractor was below the architect's estimate by over \$1,000. This was due to the fact that the contractor had tradespeople working on site, eliminating set up times.

The other change orders were a result of changes required by the City of Portland of existing conditions and the uncovering of hidden conditions in mechanical and plumbing systems which did not match the design, requiring extensive field modification. Future construction projects will have all systems exposed before design is complete in order to avoid future surprises.

If you exclude the jury box remodel, this project (\$6,851) is well below the 20% overrun allowance.

If you have any questions, please contact me.

LS:CLS

CHANGE ORDER

PAGE 1 OF 2

PROJECT:	Jury Room Remodel Rooms 302, 412	CHANGE ORDER NUMBER:	02
TO:	Mackay Construction P.O. Box 219007 Portland, OR 97225	CONTRACT NUMBER:	301169
		OWNER'S PROJECT NO.:	CH 8802
		CONTRACT FOR:	Remodel
		CONTRACT DATE:	1-11-89

PAGE 1 OF 2

You are directed to make the following changes in this Contract:

1. Plumbing Change in Waste Piping from 412 Add \$1,028.00
Add for waste piping from bathroom to point of connection. Required to conceal piping above ceiling in Room 314.
2. Heating modification: Approved by engineer Add \$1,122.00
2/16/89. Heating #1. See Attachment A
3. Heating #2. Changes in Room 302. Add \$1,388.00
Install and supply fire damper on Duct #2, per City of Portland.
Install and supply high pressure ductwork to avoid structural member.
Install and supply fire damper on existing duct #1 per City of Portland.
4. Heating #3. Changes in Room 302. Add \$ 289.00
Install return air from 302D back to return air shaft.
Supply & install duct sound traps in 302 between courtroom & jury room to lessen sound transmission.
Supply and install access covers to fire damper required by code.
Add "Q" Trap in 3rd floor phlemum.
Cap 7" duct not shown on drawings.
5. Heating #4. Changes in Room 412. Add \$ 520.00
Add fire damper in existing duct per code.
Supply return air from 412B and 412A to return air shaft.
Supply and install steam connector cover to make valves and traps available for future servicing.
Replace faulty steam hand valve.
Provide covers for all fire damper locations.

CHANGE ORDER

PAGE 2 OF 2

PROJECT: Jury Room Remodel
Rooms 302, 412

TO: Mackay Construction
P.O. Box 219007
Portland, OR 97225

CHANGE ORDER NUMBER: 02

CONTRACT NUMBER: 301169

OWNER'S PROJECT NO.: CH 8802

CONTRACT FOR: Remodel

CONTRACT DATE: 1-11-89

PAGE 2 OF 2

6. Changes:

Paint new pipe scoffet in Rm. 314	<i>BJA</i>	130.00	Add \$ 380.00
Add door stops		15.00	
Add sound batts, 302A, 302B		120.00	
Add signal light, Crtrm. 410		50.00	
Extra plaster at Shaft 412D		20.00	
Add weatherstripping for door		50.00	
Add handrail at Jury Box 410		45.00	
Deduct cost of door panel 412F		-50.00	
	TOTAL		ADD \$4,727.00

The original Contract Sum was \$59,700.
Net changes by previous Change Orders \$11,828.
The Contract Sum prior to this Change Order was \$71,528.
The Contract Sum will be increased \$ 4,727.
The new Contract Sum including this Change Order will be \$76,255.
The Contract Time will be increased 15 days
The Date of Completion as of the date of this Change Order therefore is 4-25-89

Lennie Sobocinski
PROJECT MANAGER
2505 S.E. 11th Avenue
ADDRESS
Portland, Oregon 97202

BY

DATE

042589

Mackay Construction
CONTRACTOR
P.O. Box 219007
ADDRESS
Portland, OR 97225

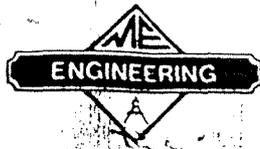
Bruce Mackay
BY BRUCE MACKAY

DATE: 4/26/89

Multnomah County, Oregon
OWNER
2505 S.E. 11th Avenue
ADDRESS
Portland, OR 97202

William G. ...
BY FACILITIES MANAGER

DATE 5/1/89



McGinnis Engineering, Inc.

MECHANICAL CONSULTANTS
1111 Cordero Dr. • Carson City, NV 89703
Office (702) 883-4447 • FAX (702) 883-5907

Heating #1

Attachment A

February 16, 1989

Mr. Norm Dull
Dull, Olson, Weekes, AIA
115 NW 1st Avenue, Suite 301
Portland, OR 97209

Re: Multnomah County Jury Room Remodel

Dear Norm:

Please find attached a copy of a change order request from Thermal Mechanical for the referenced project. I will use the same numbering system as on the attached sheet.

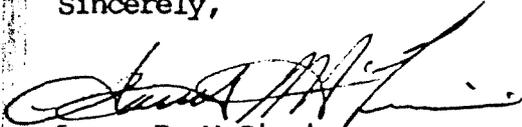
- (1) Terminal unit presently is in the center of the wall. Wall is sheet-rocked to ceiling. Terminal unit is required to be shifted. **\$220.00 is acceptable.**
- (2) A 90° lined elbow on the return air duct from the courtroom is required to control sound. This is to be a sheet metal-lined duct. **\$170.00 is acceptable.**
- (3) It was my understanding of (3) that we would only rotate the handle on the existing damper and it could be operated from the opposite side since there is sheetrock on one side only. New damper not required.
- (4) Above ceiling wall return air opening too small and must be enlarged. **\$115.00 is acceptable.**
- (5 and 6) The ceiling height will not allow the ducts to pass under the beam without a transition. Our suggestion is to take item (6), re-arrange the duct work to minimize the number of rectangular transitions under the beam. \$550.00 is high as this work should only be around **\$410.00.**
- (7) I am not familiar with why it would be optional to have a ceiling sleeve for a UL-rated damper.

Mr. Norm Dull
February 16, 1989
Page two

(8) Change from 1" to 1-1/4" to meet code with \$110.00 fee is acceptable.

Please call if you have any questions.

Sincerely,



Larry R. McGinnis

LRM:dm

cc: Thermal Mechanical, Inc.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON
ACTING AS THE PUBLIC CONTRACT REVIEW BOARD

In the Matter of Exempting from)
Public Bidding Contract Work with)
MacKay Construction, Inc. in)
excess of 20% Contract Amendment)
Limitation)

A P P L I C A T I O N

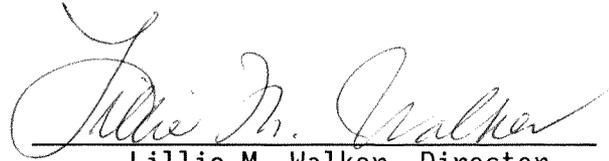
Application to the Public Contract Review Board on behalf of a request from DES, Facilities Management Division is hereby made pursuant to the Board's Administrative Rules AR 10.010, and AR 10.130, adopted under the provisions of ORS 279.015 and 279.017, for an order exempting from the requirements of public bidding, additional work in excess of the 20% limitation for contract amendments and change orders. This contract amendment eliminates one month of courtroom remodel time required and results in \$1,000 cost savings.

This request is made for the following reasons:

1. The original contract was competitively bid.
2. The work was in progress when the scope of work was changed from a 6 person jury box to a 12 person jury box.
3. The work was authorized by the Project Manager in order to save one months' time and \$1,000 in cost savings by utilizing the existing contractor and equipment.
4. Previous change orders resulted from unexpected changes required by the City of Portland due to hidden conditions in the plumbing and mechanical systems which did not match design, requiring extensive field modification.

DES, Facilities Management Division has appropriated funds for this project in the FY 1988-89 budget.

Dated this of , 1989.


Lillie M. Walker, Director
Purchasing Section



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

NOTICE OF APPROVAL

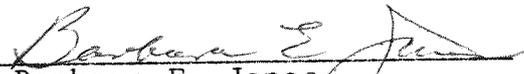
The Multnomah County Board of Commissioners, sitting as the Public Contract Review, approved the following Orders on Thursday, May 25, 1989:

- a) Contract Work with MacKay Construction, Inc. in excess of the 20% Contract Amendment Limitation;
- b) Contract with Glisan Street Recreation, Inc. to provide Seasonal Grounds Maintenance Services at Glendoveer Golf Course;
- c) Cellular Air Time and Equipment from Cellular One and its Agents.

Copies of the Orders are enclosed.

For additional information, contact Lillie Walker, Purchasing Director at 248-5111, or Jane McGarvin, Clerk of the Board at 248-3277.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON
PUBLIC CONTRACT REVIEW BOARD


Barbara E. Jones
Asst. Clerk of the Board

5/26/89
0523C.28

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON
ACTING AS THE PUBLIC CONTRACT REVIEW BOARD

In the Matter of Exempting From Public)
Bidding Contract Work with MacKay)
Construction, Inc. in excess of the 20%)
Contract Amendment Limitation)

O R D E R
#89-108

The above entitled matter is before the Board of County Commissioners, acting in its capacity as the Multnomah County Public Contract Review Board, to consider a request from DES, Facilities Management Division for an order exempting from the requirement of public bidding additional work with MacKay Construction which is more than 20% (\$4,727) of the contract amendment limitation, due to change in scope of work, hidden contingencies and requirements by the City of Portland to correct those conditions.

It appearing to the Board that the recommendation for exemption, as it appears in the application, is based upon the fact that the original contract with MacKay Construction, Inc. was competitively bid. The change in the scope of work was authorized to decrease construction remodel time in the courtroom from 2 months to one month and to take advantage of \$1,000 in cost savings resulting from completion of work while contractor and equipment were on site.

It appearing to the Board that this request for an exemption is in accord with the requirements of the Multnomah County Public Contract Review Board Administrative Rules AR 10.130, 20.060; it is, therefore

ORDERED that the contract amendment exceeding 20% be exempted from the requirement of public bidding.

Dated this 25th day of May , 1989.

REVIEWED:

Laurence Kressel, County Counsel
for Multnomah County, Oregon

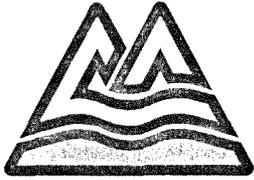
By *John DuBay*
Assistant County Counsel

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON
ACTING AS THE PUBLIC CONTRACT
REVIEW BOARD:

By *Gladys McCoy*
Gladys McCoy, County Chair

(SEAL)

CS:050989



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

May 25, 1989

Mr. Paul Yarborough, Director
Department of Environmental Services
2115 SE Morrison
Portland, OR

Dear Mr. Yarborough:

Be it remembered, that at a meeting of the Board of County Commissioners held May 25, 1989, the following action was taken:

In the Matter of Exempting from Public Bidding a)	
Contract with Glisan Street Recreation, Inc. to)	
provide Seasonal Grounds Maintenance Services at)	O R D E R
Glendoveer Golf Course R-5)	#89-109

Lillie Walker, Purchasing Director explained that this is a 14 year intergovernmental agreement to provide grass maintenance for the golf course. Glisan Street Recreation, Inc. contract allows them to operate and maintain the golf course, and this agreement will provide seasonal maintenance monies,.

Commissioner Anderson said that she never felt that the monies for maintenance were adequate, and asked who authorized using greens fees for maintenance costs.

Ms. Walker explained that she was not sure who authorized the use of greens fees, but that this is a separate agreement for seasonal maintenance cost increases.

Upon motion of Commissioner Anderson, duly seconded by Commissioner Bauman, it is unanimously

ORDERED that said Order be approved.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

By 
Jane McGarvin
Clerk of the Board

jm
cc: Purchasing
Parks Service

DATE SUBMITTED _____

(For Clerk's Use)
Meeting Date 5/25/89
Agenda No. R-5

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: PCRB Exemption

Informal Only * _____
(Date)

Formal Only _____
(Date)

DEPARTMENT Environmental Services

DIVISION Parks Services Division

CONTACT Charles Ciecko/Lillie Walker

TELEPHONE 248- / 248-5111

*Name(s) OF PERSON MAKING PRESENTATION TO BOARD _____

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

Request to the Board of County Commissioners, acting as the PCRB, for a specific sole source exemption to contract with Glisan Street Recreation, Inc. (GSR) to provide supplemental seasonal grounds maintenance services at Glendoveer Golf Course, for approximately 14 years or the life of the management contract with GSR, whichever is less.

ACTION REQUESTED:

INFORMATION ONLY PRELIMINARY APPROVAL POLICY DIRECTION APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA _____

IMPACT:

PERSONNEL

FISCAL/BUDGETARY

GENERAL FUND

OTHER _____

1989 MAY 10 PM 4:21
CLERK OF COUNTY COMMISSIONERS
MULTI-COUNTY
OREGON

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: [Signature]

BUDGET / PERSONNEL _____

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) [Signature]

OTHER [Signature]
(Purchasing, Facilities Management, etc.)

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



OFFICE MEMORANDUM . . . DEPARTMENT OF ENVIRONMENTAL SERVICES

TO: Lillie Walker
FROM: Charles Ciecko *C*
DATE: March 31, 1989
SUBJECT: Request for Exemption

Glisan Street Recreation, Inc. (GSR) holds a long term management agreement with the County to operate and maintain Glendoveer Golf Course.

As a result of a County Auditors report issued in 1987, the Dept. of Environmental Services, Parks Services Division offered to amend the existing contract to allow a greater share of green fees to stay with GSR for the purpose of enhancing course maintenance.

GSR declined this offer and requested instead that we create a separate agreement wherein, the County would reimburse GSR for enhanced maintenance on an annual basis. The County accepted this approach and first implemented the concept in 1988.

Subsequently, we would like to request an exemption for the next five years so that we can continue the arrangement noted above. As GSR is the sole provider of maintenance at Glendoveer until the year 2003, we believe this exemption is justified.

If you approve this request, we will amend contract language to allow annual renewals for up to five years. Thank you for your consideration of this request.

CC:vh

cc: Paul Yarborough

2205p

AGREEMENT FOR SERVICES

THIS AGREEMENT is between MULTNOMAH COUNTY (COUNTY herein), and GLISAN STREET RECREATION INC. (GSR herein). GSR operates and maintains COUNTY'S recreational facility known as Glendoveer Golf Course.

COUNTY desires to enhance the level of golf course landscaping and maintenance activities over and above the level of services now provided by GSR under agreement with the COUNTY on the terms hereafter set forth.

THEREFORE, the parties agree as follows:

I. CONTRACTOR'S SERVICES.

GSR agrees to perform work under this Agreement as described on Exhibit "A" attached hereto.

The parties acknowledge that GSR commenced performance of the work on April 1, 1989, and the work shall continue until September 30, 1989, unless sooner terminated as herein provided.

II. COMPENSATION.

COUNTY shall pay GSR up to the sum of \$33,408.00 for the work at the rate and at the times set forth on Exhibit "B" attached hereto. GSR shall provide monthly payroll records as basis for final invoice.

III. EARLY TERMINATION OF AGREEMENT.

A. This Agreement may be terminated by mutual consent of the parties or by either party upon thirty (30) days' notice, in writing, delivered by certified mail or in person.

B. Either the COUNTY or GSR may terminate this Agreement in the event of a breach by the other. Prior to termination, however, the party seeking termination shall give the other written notice of the breach and of the intent to terminate. If the party has not entirely cured the breach within ten (10) days of the notice, then the party giving notice may terminate the agreement at any time by written notice of termination.

IV. AGREEMENT EXTENSION

Provided that the Board of County Commissioners appropriate necessary funds for compensation as described in Section II above, this Agreement may be extended in one year increments for up to five (5) years (through FY 92-93) upon mutual written approval by the County and GSR.

V. ACCESS TO RECORDS.

The COUNTY through its authorized representatives shall have access to the books, documents, papers and records of GSR which are directly appurtenant to this Agreement for the purpose of making audit, examination, excerpts and transcripts.

VI. COMPLIANCE WITH APPLICABLE LAW.

GSR shall comply with all federal, state and local laws and ordinances applicable to the work to be done under this agreement.

VII. INDEMNIFICATION.

GSR shall indemnify, save and hold harmless the COUNTY, its officers, agents and employees from all claims, suits or actions of any kind resulting from or arising out of activities of GSR or its subcontractors, agents, or employees under this Agreement.

VIII. WORKERS' COMPENSATION.

A. Contractor shall maintain Workers' Compensation insurance coverage for all non-exempt workers, employees and subcontractors either as a carrier insured employer or a self-insured employer as provided in Chapter 656 of Oregon Revised Statutes. A certificate showing current Workers' Compensation insurance, or copy thereof, is attached to this Agreement as Exhibit "C", and is incorporated herein as part of this Agreement.

B. In the event GSR's Workers' Compensation insurance coverage is due to expire during the term of this Agreement, GSR agrees to renew such insurance before such expiration and to provide Multnomah County a certificate of Workers' Compensation insurance coverage under such renewal contracts.

IX. INDEPENDENT CONTRACTOR STATUS.

GSR is an independent contractor and will be responsible for all federal, state and local taxes and fees applicable to the work. GSR, or any of its employees or subcontractors and their employees, are not employees of the COUNTY and are not eligible for any benefits through the COUNTY including federal social security, unemployment insurance, workers' compensation or retirement benefits.

X. ASSIGNMENT.

GSR shall not assign or transfer this Agreement or subcontract any part of the work without the express written consent of COUNTY.

XI. SEVERABILITY.

If any provision of this Agreement is found to be illegal or unenforceable, the validity of the remaining terms and provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement had not contained the particular term or provision found unenforceable or invalid.

XII. NONWAIVER.

Failure of the COUNTY to enforce any provision of the Agreement shall not constitute a waiver by COUNTY of that or any other provision.

XIII. INTEGRATION.

This Agreement contains the entire agreement between the COUNTY and GSR and supersedes all prior written or oral discussions or agreements.

DATED this _____ day of _____, 1989.

COUNTY

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

BY _____
Gladys McCoy
Multnomah County Chair

DATE: _____

CONTRACTOR

GLISAN STREET RECREATION, INC.,
A _____ corporation

BY _____

DATE: _____

REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL FOR
MULTNOMAH COUNTY, OREGON

By _____
John L. DuBay
Assistant County Counsel

EXHIBIT "A"

DESCRIPTION OF THE WORK

GSR shall provide maintenance and landscaping services over and above said services provided by GSR prior to April 1, 1988, subject to reasonable inspection standards by COUNTY Parks Services personnel. Said services shall include the following:

- Litter control
- Irrigation
- Mowing
- Trimming
- Pruning
- Chemical application
- Edging
- Aeration
- Top dressing
- Weed control
- Exterior building maintenance including painting and cleaning
- Cleaning and maintenance of restrooms

The foregoing services shall be performed at a level necessary to keep and maintain Glendoveer Golf Course in a neat, orderly and first class conditions. The amount to be paid by the COUNTY is intended to fund the base wages and fringe costs (i.e., FICA, unemployment insurance, industrial accident) for 5-6 seasonal employees for up to six months.

EXHIBIT "B"

PAYMENT

Total compensation for the work shall not exceed the sum of THIRTY-THREE THOUSAND FOUR HUNDRED EIGHT AND NO/100 (\$33,408.00) DOLLARS, payable in one (1) installment payable on or by October 10, 1989.



MULTNOMAH COUNTY OREGON

CONTRACT APPROVAL FORM

(See instructions on reverse side)

TYPE I

- Professional Services under \$10,000
- Revenue
- Grant Funding
- Intergovernmental Agreement

TYPE II

- Professional Services over \$10,000 (RFP, Exemption)
- PCR Contract
- Maintenance Agreement
- Licensing Agreement
- Settlement Agreement

Amendment # _____ to Contract # _____
(Original Contract Amount _____)

Amendment # _____ to Contract # _____
(Original Contract Amount _____)

Contact Person Charles Ciecko Phone 248-5050 Date 3/15/89

Department Environmental Services Division Parks Services Bldg/Room 425

Description of Contract Agreement to provide supplemental maintenance funds for 5-6 seasonal employees to enhance grounds maintenance at Glendoveer Golf Course.

RFP/BID # N/A Date of RFP/BID N/A Date of Exemption N/A

Reviewed For MBE FBE Participation Contractor is MBE FBE

Contractor Name Glisan Street Recreation (GSR)

Mailing Address 14015 NE Glisan St.
Portland, OR 97230

Phone (503) 253-7507

Employer ID# or SS# _____

Effective Date April 1, 1989

Termination Date September 30, 1989

Total Amount of Agreement \$ 33,408.00

Payment Terms

- Lump Sum \$ up to \$33,408.00
- Monthly \$ _____
- Other \$ _____

Requirements contract-requisition required
Purchase Order No. _____

Required Signatures:

Department Head CC [Signature] Date 4-5-89
~~3-16-89~~

Purchasing Director _____ Date _____
(Type II Contracts Only)

County Counsel _____ Date _____

Budget Office _____ Date _____

County Executive/Sheriff _____ Date _____

TRANSACTION CODE	P.O.	AGENCY	PO DATE	m m d d y y	ACCOUNTING PERIOD	m m y y	BUDGET FY	y y	ACTION		
VENDOR CODE		VENDOR NAME						TOTAL AMOUNT	\$	<input type="checkbox"/> Original Entry (E) <input type="checkbox"/> Adjustment (M)	
LINE NO.	CONTRACT NUMBER	FUND	AGENCY	ORGANIZATION	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	DESCRIPTION	AMOUNT	INC/DEC IND
		152	030	5314		6060				\$	
										\$	
										\$	
										\$	



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

NOTICE OF APPROVAL

The Multnomah County Board of Commissioners, sitting as the Public Contract Review, approved the following Orders on Thursday, May 25, 1989:

- a) Contract Work with MacKay Construction, Inc. in excess of the 20% Contract Amendment Limitation;
- b) Contract with Glisan Street Recreation, Inc. to provide Seasonal Grounds Maintenance Services at Glendoveer Golf Course;
- c) Cellular Air Time and Equipment from Cellular One and its Agents.

Copies of the Orders are enclosed.

For additional information, contact Lillie Walker, Purchasing Director at 248-5111, or Jane McGarvin, Clerk of the Board at 248-3277.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON
PUBLIC CONTRACT REVIEW BOARD



Barbara E. Jones
Asst. Clerk of the Board

5/26/89
0523C.28

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON
ACTING AS THE PUBLIC CONTRACT REVIEW BOARD

In the Matter of Exempting from Public)
Bidding a Contract with Glisan Street)
Recreation, Inc., to Provide Seasonal)
Grounds Maintenance at Glendoveer Golf)
Course)

A P P L I C A T I O N

Application to the Public Contract Review Board on behalf of a request from DES, Parks Services Division is hereby made pursuant to the Board's Administrative Rules AR 10.010, AR 10.100 and AR 30.010, adopted under the provisions of ORS 279.015 and 279.017, for an order exempting from the requirements of public bidding, a contract with Glisan Street Recreation, Inc. (GSR) to provide seasonal grounds maintenance services at Glendoveer Golf Course in the approximate amount of \$33,408 annually for the life of the management contract with GSR.

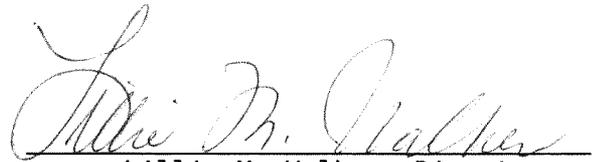
This request is made for the following reasons:

1. Glisan Street Recreation, Inc. holds a long term contract with Multnomah County to operate and maintain Glendoveer Golf Course, providing GSR the exclusive right to provide such services under the contract.
2. A County audit report in 1987 cited a need for enhancing grounds maintenance services during the growing season. GSR declined a contract amendment for the increased services, preferring a separate contract.

DES, Parks Services Division has appropriated funds for this project in the FY 1988-89 budget.

The Purchasing Section recommends this action as Glisan Street Recreation, Inc. has exclusive rights to provide or approve a contractor for this service.

Dated this of , 1989.


Lillie M. Walker, Director
Purchasing Section

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON
ACTING AS THE PUBLIC CONTRACT REVIEW BOARD

In the Matter of Exempting From Public)
Bidding a Contract with Glisan Street)
Recreation, Inc. to provide Seasonal Grounds)
Maintenance Services at Glendoveer Golf)
Course)

O R D E R
#89-109

The above entitled matter is before the Board of County Commissioners, acting in its capacity as the Multnomah County Public Contract Review Board, to consider a request from DES, Parks Services Division for an order for a specific exemption from the requirement of public bidding for a contract with Glisan Street Recreation, Inc. (GSR) for seasonal grounds maintenance services at Glendoveer Golf Course in an annual amount of approximately \$33,408, for the life of the management contract with GSR.

It appearing to the Board that the recommendation for exemption, as it appears in the application, is based upon the fact that Glisan Street Recreation, Inc. holds a long term management contract with Multnomah County to operate and maintain Glendoveer Golf Course. The 1987 County audit cited the need for enhancement of the grounds on a seasonal basis. GSR has exclusive rights to provide or obtain maintenance services at Glendoveer Golf Course, therefore is a sole source for the term of the contract which runs for approximately 14 more years.

It appearing to the Board that this request for an exemption is in accord with the requirements of the Multnomah County Public Contract Review Board Administrative Rules AR 10.100, 10.100 and 30.010; it is, therefore

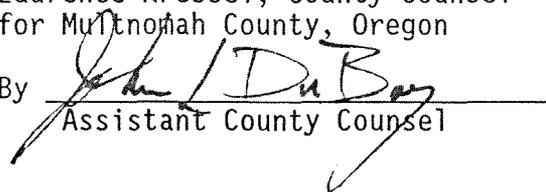
ORDERED that a specific, sole source exemption be granted to Glisan Street Recreation, Inc. for the life of the contract.

Dated this 25th day of May , 1989.

REVIEWED:

Laurence Kressel, County Counsel
for Multnomah County, Oregon

By


Assistant County Counsel

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON
ACTING AS THE PUBLIC CONTRACT
REVIEW BOARD:

By


Gladys McCoy, County Chair

CS:051089

(SEAL)



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

May 25, 1989

Ms. Linda Alexander, Director
Department of General Services
1120 SW Fifth
Portland, OR

Dear Ms. Alexander:

Be it remembered, that at a meeting of the Board of County Commissioners held May 25, 1989, the following action was taken: -

In the Matter of Exempting from Public Bidding)	
Cellular Air Time and Equipment from Cellular One)		O R D E R
and it's Agents	R-6)	#89-110

Brian Fowles, Telephone Office, explained that there are only two cellular phone companies serving the Metro area. If this company is not the one chosen, it means changing all County telephones which is not cost effective.

Upon motion of Commissioner Bauman, duly seconded by Commissioner Anderson, it is unanimously

ORDERED that said Order be approved.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

By *Jane McGarvin*
Jane McGarvin
Clerk of the Board

jm
cc: Purchasing
Information Services Division

DATE SUBMITTED _____

(For Clerk's Use)
Meeting Date 5/25/89
Agenda No. R-6

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: PCRB Exemption

Informal Only * _____
(Date)

Formal Only _____
(Date)

DEPARTMENT General Services

DIVISION Information Services Division

CONTACT Jim Munz/Roger Bruno

TELEPHONE 248-3749 / 248-5111

*Name(s) OF PERSON MAKING PRESENTATION TO BOARD Jim Munz

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

Request to the Board of County Commissioners, acting as the PCRB, for a specific exemption to purchase cellular air time and equipment from Cellular One and its agents.

ACTION REQUESTED:

INFORMATION ONLY PRELIMINARY APPROVAL POLICY DIRECTION APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 10 minutes

IMPACT:

PERSONNEL

FISCAL/BUDGETARY

GENERAL FUND

OTHER _____

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: [Signature]

BUDGET / PERSONNEL [Signature] / 5/12/89

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) [Signature]

OTHER [Signature]
(Purchasing, Facilities Management, etc.)

BOARD OF
COUNTY COMMISSIONERS
1989 MAY 18 PM 4:22
MULTI-COUNTY
OREGON

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



MULTNOMAH COUNTY OREGON

DEPARTMENT OF GENERAL SERVICES
INFORMATION SERVICES DIVISION
4747 EAST BURNSIDE
PORTLAND, OREGON 97215
(503) 248-3749

GLADYS McCOY
COUNTY CHAIR OF THE BOARD

MEMORANDUM

TO: Lillie Walker, Manager
Purchasing

FROM: Jim Munz, Manager *JM*
Information Services Division

SUBJECT: BID EXEMPTION

DATE: May 3, 1989

Please apply to the Board for a bid exemption as follows:

- A. Nature of project--Cellular air time and equipment.
- B. Estimated cost--\$38,000 annually.
- C. Description--Presently the County is under contract to Cellular One and its agents for cellular air time and equipment. Two years ago they were awarded the contract through competitive bidding. At that time the contract affected three phones. We now have 32 cellular phones in the County. Changing vendors would require a change of phone numbers, and due to the use of many of these phones, changing phone numbers would not only be impractical, but would cause serious public safety concerns.
- D. Proposed contraction and purchasing practices--We would request the exemption to be indefinite in length to Cellular One and its agents. Cellular One would allow us to purchase equipment at Federal General Services Administration prices as outlined in GSA contract #GS00K89AGS0449.
- E. Date--Our existing contract expires May 31, 1989.

If you have any questions or need further information, please contact Brian Fowles, x5300.

1351A/JM:BF:jl
cc: Brian Fowles

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON
ACTING AS THE PUBLIC CONTRACT REVIEW BOARD

In the Matter of Exempting from)
Public Bidding Cellular Air Time)
and Equipment from Cellular One)
and its Agents)

A P P L I C A T I O N

Application to the Public Contract Review Board on behalf of a request from DGS, Information Services Division is hereby made pursuant to the Board's Administrative Rules AR 10.010, and AR 10.140, adopted under the provisions of ORS 279.015 and 279.017, for an order exempting from the requirements of public bidding, the purchase of cellular air time and equipment from Cellular One and its agents at an estimated cost of \$38,000 annually.

This request is made for the following reasons:

1. The original contract was competitively bid resulting in award to Cellular One.
2. The number of cellular phones purchased by the County has increased from 3 to 32. Twenty of these phones are in use by the Sheriff's Office.
3. Changing vendors would require phone number changes disrupting some service and more seriously, affect Sheriff's office undercover operations.

DGS, Information Services Division has appropriated funds for this contract in the FY 1988-89 budget.

The Purchasing Section recommends this action as it represents the most cost effective use of existing equipment.

Dated this of , 1989.


Lillie M. Walker, Director
Purchasing Section



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

NOTICE OF APPROVAL

The Multnomah County Board of Commissioners, sitting as the Public Contract Review, approved the following Orders on Thursday, May 25, 1989:

- a) Contract Work with MacKay Construction, Inc. in excess of the 20% Contract Amendment Limitation;
- b) Contract with Glisan Street Recreation, Inc. to provide Seasonal Grounds Maintenance Services at Glendoveer Golf Course;
- c) Cellular Air Time and Equipment from Cellular One and its Agents.

Copies of the Orders are enclosed.

For additional information, contact Lillie Walker, Purchasing Director at 248-5111, or Jane McGarvin, Clerk of the Board at 248-3277.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON
PUBLIC CONTRACT REVIEW BOARD



Barbara E. Jones
Asst. Clerk of the Board

5/26/89
0523C.28

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON
ACTING AS THE PUBLIC CONTRACT REVIEW BOARD

In the Matter of Exempting From Public)
Bidding Cellular Air Time and Equipment)
from Cellular One and its Agents)

O R D E R
#89-110

The above entitled matter is before the Board of County Commissioners, acting in its capacity as the Multnomah County Public Contract Review Board, to consider a request from DGS, Information Services Division for an order exempting from the requirement of public bidding the purchase of cellular air time and equipment from Cellular One and its agents for a three year period or until such time as a change in vendors will not require phone number changes. The annual contract amount is approximately \$38,000.

It appearing to the Board that the recommendation for exemption, as it appears in the application, is based upon the fact that the original contract with Cellular One was competitively bid. The number of cellular phones within Multnomah County has increased from 3 to 32 over a two year period with 20 phones in use by the Sheriff's operation. Changing phone numbers could disrupt services and could affect undercover operations.

It appearing to the Board that this request for an exemption is in accord with the requirements of the Multnomah County Public Contract Review Board Administrative Rules AR 10.100, 20.030, and 30.010; it is, therefore

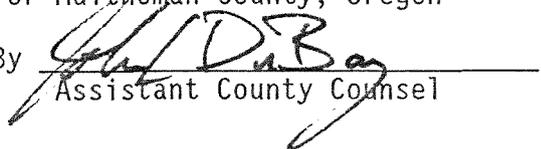
ORDERED that the purchase of cellular air time and equipment from Cellular One be exempted from the requirement of public bidding.

Dated this 25th day of May , 1989.

REVIEWED:

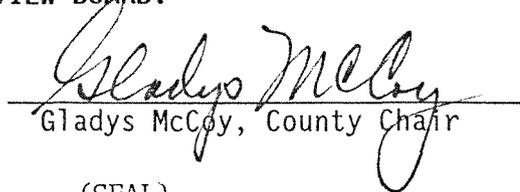
Laurence Kressel, County Counsel
for Multnomah County, Oregon

By


Assistant County Counsel

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON
ACTING AS THE PUBLIC CONTRACT
REVIEW BOARD:

By


Gladys McCoy, County Chair

(SEAL)

CS:050989



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

May 25, 1989

Ms. Linda Alexander, Director
Department of General Services
1120 SW Fifth
Portland, OR

Dear Ms. Alexander:

Be it remembered, that at a meeting of the Board of County Commissioners held May 25, 1989, the following action was taken:

In the matter of an intergovernmental agreement)
with State of Oregon Department of Revenue for)
appraisal services for principal industrial)
accounts (Palmco & Fujitsu Micro-Electronics)
Industrial Properties) Term - July 1, 1988 -)
June 30, 1989 R-7)

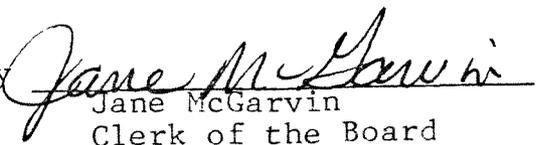
Linda Alexander, Director of the Department of General Services, explained that this agreement is for funding industrial appraisals, and that the agreement has been revised three different times. The intent was that the State would do all industrial appraisals and handle all appeals for a number of years. She urged the Board to approve the revised agreement.

Upon motion of Commissioner Anderson, duly seconded by Commissioner Kafoury, it is unanimously

ORDERED that said intergovernmental agreement be ratified.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

By 
Jane McGarvin
Clerk of the Board

jm
cc: Budget
Finance
Purchasing
Assessment & Taxation

DATE SUBMITTED _____

(For Clerk's Use)

Meeting Date 5/25/89
Agenda No. R-7

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: APPRAISAL SERVICES FOR
INDUSTRIAL ACCOUNTS

Informal Only* _____
(Date)

Formal Only 5/25/89
(Date)

DEPARTMENT GENERAL SERVICES DIVISION Assessment & Taxation

CONTACT Bob Ellis TELEPHONE 248-3367

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Janice Druian

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

Appraisal of principal industrial properties by the Department of Revenue as authorized under ORS 306.126.

(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 _____

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: _____

BUDGET / PERSONNEL [Signature]

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) [Signature]

OTHER _____
(Purchasing, Facilities Management, etc.)

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

1989 MAY 19 PM 4:22
MULTI-COUNTY
OREGON
COUNTY COMMISSIONER



MULTNOMAH COUNTY OREGON

FY 88-89

CONTRACT APPROVAL FORM
(See instructions on reverse side)

TYPE I

- Professional Services under \$10,000
- Revenue
- Grant Funding
- Intergovernmental Agreement

Amendment # _____ to Contract # _____

TYPE II

- Professional Services over \$10,000 (RFP, Exemption)
- PCRB Contract
- Maintenance Agreement
- Licensing Agreement
- Construction

Amendment # _____ to Contract # _____

Contact Person Bob Ellis Phone 248-3367 Date 3-13-89

Department GENERAL SERVICES Division Assessment and Taxation Bldg/Room 166/400

Description of Contract APPRAISAL SERVICES FOR PRINCIPAL INDUSTRIAL ACCOUNTS.
(Palmco and Fujitsu Micro-Electronics Industrial Properties)

RFP/BID # _____ Date of RFP/BID _____ Exemption Exp. Date _____

ORS/AR # _____ Contractor is MBE FBE QRF

Contractor Name STATE OF OREGON DEPARTMENT OF REVENUE
 Mailing Address 955 Center St., N.E.
Salem, OR 97310
 Phone 1-371-2244
 Employer ID# or SS# _____
 Effective Date July 1, 1988
 Termination Date June 30, 1989
 Original Contract Amount \$ 20,000
 Amount of Amendment \$ _____
 Total Amount of Agreement \$ 20,000

Payment Terms
 Lump Sum \$ _____
 Monthly \$ _____
 Other \$ AS BILLED BY THE STATE.
 Requirements contract-requisition required
 Purchase Order No. _____

Required Signatures:

Department Head [Signature] Date 3-16-89 3/22/89

Purchasing Director (Type II Contracts Only) _____ Date _____

County Counsel [Signature] Date 4/4/89

Budget Office [Signature] Date 5/16/89

County Executive/Sheriff _____ Date _____

TRANSACTION CODE	P.O.	AGENCY	PO DATE	ACCOUNTING PERIOD	BUDGET FY	TOTAL AMOUNT	ACTION		
LINE NO.	CONTRACT NUMBER	FUND AGENCY	ORGANIZATION	ACTIVITY OBJECT	SUB OBJ	REPT CATEG	DESCRIPTION	AMOUNT	INC/DEC IND
	401099	100 040	7580	6110				\$	
								\$	
								\$	
								\$	

TO: LINDA ALEXANDER, DIRECTOR
DEPARTMENT OF GENERAL SERVICES

FROM: JANICE DRUIAN, DIRECTOR
DIVISION OF ASSESSMENT AND TAXATION

DATE: MARCH 21, 1989

SUBJECT: 1988-89 A&T/STATE D.O.R. INDUSTRIAL CONTRACT

RECEIVED
MAR 21 1989
DEPARTMENT OF GENERAL SERVICES
DIRECTORS OFFICE
MULTNOMAH COUNTY, OREGON

Attached is the FY 88-89 Division of Assessment and Taxation contract with the State of Oregon Department of Revenue for appraisal services of principal industrial properties for your review and/or approval.

Contracting for "State" appraisal services for principal industrial accounts is covered under O.R.S. 306.126. This statute (attached) provides for cost-sharing at one-half D.O.R and one-half County.

Traditionally, we have selected difficult or unique properties for inclusion in this program. This contract modifies the standard "State contract" to extend State appeal support to a 6-year cycle. Also, normal estimated costs have been changed to fixed costs.

The total cost of this Professional Services contract to the County is \$20,000, as identified in the current FY 88-89 Multnomah County Adopted Budget.

Attachments

PROPERTY TAXATION GENERALLY

expenditures in connection with appraisals and installations contracted for, including cash advances for travel and living expenses of employes, and including payments to any county made to rebalance expense-sharing accounts, from time to time, where a county's disbursements under agreements entered into pursuant to this section have exceeded its proportionate share of expenses under such agreement. Any moneys received in reimbursement of these cash advances shall be deposited in the Assessment and Taxation County Account. Refunds may be made to the counties of unexpended receipts. [1953 c.232 §1; 1959 c.115 §1; 1963 c.84 §1; 1985 c.604 §6]

306.126 Appraisal of industrial property by appraisers. (1) The Department of Revenue shall provide services of qualified appraisal engineers for the various counties in the appraisal of the principal industrial properties situated within such counties. The properties to be appraised shall be determined by the department after consultation with the county assessors.

(2) The cost of all industrial appraisals made pursuant to this section shall be computed by the Department of Revenue based upon the number of man-days of services rendered, and one-half of the cost shall be borne by the counties receiving such services and one-half by the department. Each county's share of the one-half cost shall be in proportion to the amount of services received. To assist the counties in budgeting for such services, the department shall submit to each county assessor not later than May 1 of each year an estimate of the costs thereof for the following fiscal year.

(3) The services may be allocated among the various counties in such proportion as the department directs, taking into account the ability of the various assessors to perform such industrial appraisals by use of their own personnel and the different amounts of industrial properties situated in the counties, but no exact or proportionate distribution of services is required. [1955 c.231 §1; 1957 c.589 §1; 1963 c.85 §1]

306.127 [1955 c.230 §1; repealed by 1963 c.225 §2]

306.128 [1955 c.230 §2; 1957 c.589 §2; repealed by 1963 c.225 §2]

306.129 [1957 c.589 §3; 1975 c.789 §11; 1977 c.884 §5; repealed by 1977 c.884 §32]

306.130 [Renumbered 306.111]

306.140 [Renumbered 305.120]

306.150 Inservice training for assessors and tax collectors. (1) The Department of Revenue shall carry on at its own expense

a program of inservice training for the assessors and tax collectors of the various counties by periodically distributing to them bulletins prepared and published by the department pertaining to the principles and practices of assessment, apportionment, levy and collection of public taxes; by periodically distributing to them lists of selected readings in the fields of assessment and taxation; and by establishing and conducting such classes of instruction for county assessors and tax collectors in the principles and practices of assessment and collection of public taxes as in the opinion of the director may be expedient and beneficial to the needs of the state and the advancement of the tax assessing and tax collecting professions.

(2) The director may call one meeting each year of the several county assessors and may provide for the payment of the necessary traveling expenses of the assessors in attending the meeting. [Amended by 1969 c.520 §29]

306.152 Training session for members of board of equalization. Once each year the Department of Revenue shall conduct a training session of not more than four days' duration dedicated to the schooling of members of the board of equalization in the functions of boards of equalization. [1955 c.709 §5]

306.160 [Renumbered 305.160]

306.170 [Renumbered 305.170]

306.180 [Renumbered 305.615]

306.190 [Amended by 1955 c.610 §3; renumbered 305.190]

306.200 [Renumbered 305.200]

306.210 [Renumbered 305.210]

306.220 Compliance of public officers with laws and orders affecting property taxes. (1) Every public officer shall comply with any lawful order, rule or regulation of the department made under ORS 306.115, 308.335 or 309.400.

(2) Whenever it appears to the department that any public officer or employe whose duties relate to the assessment or equalization of assessments of property for taxation has failed to comply with any law relating to such duties, or the rules of the department made in pursuance thereof, the department, after a hearing on the facts, may issue its order directing the public officer or employe to comply with such law or rule.

(3) If such public officer or employe, for a period of 10 days after service on the public officer or employe of the department's order, neglects or refuses to comply therewith, the

AGREEMENT

The Oregon Department of Revenue and Multnomah County, Oregon mutually agree as follows:

The amount shown in this agreement is the cost to the county for appraisal of industrial properties to be done by the Department of Revenue as authorized under ORS 306.125 and 306.126.

Industrial Appraisal

Properties to be appraised have been selected after consultation with the assessor. A list of those properties for the 1/1/89 assessment date is attached.

Appraisal costs are based on staff-days required to complete the work at a specific cost per staff-day. These costs are provided for budgeting purposes. The cost per staff-day includes the costs for all overhead, salaries and supplies. The billed costs cover appraisal time when required for litigation involving appeals by the property owner or assessor for the appraisal assessment year and five subsequent assessment years.

Payment shall be made within 30 days following each billing.

This appraisal service includes:

1. Appraisal of the real property improvements for the 1989 assessment year; and
2. Defense of the appraisal for the appraisal assessment year and five subsequent assessment years.

It is understood that confidential information gathered or received by the Department of Revenue in fulfillment of the terms of this agreement and delivered to the county assessor or any of the assessor's employees will be protected by the county assessor and his or her employees while in storage or use in the office of the county assessor as required by ORS 308.411 and ORS 308.413, and in the same manner as provided by OAR 150-308.290.

Industrial Properties	Total Staff-Days	Rate per Staff-Day	Total Cost	Cost to County
Palmco	40	500	\$20,000	\$10,000
Fujitsu Micro-Electronics	40	500	\$20,000	\$10,000

It is understood and agreed that this agreement is subject to any law passed by the Legislative Assembly of Oregon affecting any provisions contained herein.

STATE OF OREGON, by and through its DEPARTMENT OF REVENUE

By _____
 Administrator
 Assessment & Appraisal Div.
 Date _____

 Gladys McCoy
 County Chair
 Multnomah County
 Date _____

APPROVED AS TO FORM:



 Larry Kfessel-County Counsel
 Multnomah County
 Date 2/15/89

DATE SUBMITTED May 5, 1989

(For Clerk's Use)

Meeting Date 5/18/89

Agenda No. R-6

REQUEST FOR PLACEMENT ON THE AGENDA 2nd Rd 5/25/89

Subject: Exempt Compensation

R-8

Informal Only* _____
(Date)

Formal Only May 18, 1989
(Date)

DEPARTMENT of General Services DIVISION Employee Services

CONTACT Lloyd Williams/Dave Warren TELEPHONE 248-5015

*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD _____

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

Recommendation for approval of 4.7 percent cost of living increase for exempt employees, effective July 1, 1989. Comparable with cost of living increases negotiated for non-exempt employees. The projected cost of living increase for exempt employees has already been budgeted at 4.7 percent for July 1, 1989.

(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 _____

IMPACT:

PERSONNEL

FISCAL/BUDGETARY

-General Fund

Other _____

To print shop 6/30/89

1989 MAY - 9 PM 2 29
CLERK OF COUNTY COMMISSIONER
DEPARTMENT OF COUNTY CLERK
OREGON

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: [Signature]

BUDGET / PERSONNEL David C. Warren

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) [Signature]

OTHER _____
(Purchasing, Facilities Management, etc.)

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

ORDINANCE FACT SHEET

Title Exempt Employees Compensation Plan Effective Date July 1, 1989

Brief Statement of purpose of ordinance (include the rationale for adoption of ordinance, a description of persons benefited, and other alternatives explored).

Recommendation for approval of 4.7 percent cost of living increase for exempt employees, effective July 1, 1989. Comparable with cost of living increases negotiated for non-exempt employees. Projected cost of living increase for exempt employees has already been budgeted at 4.7 percent for July 1, 1989.

What other local jurisdictions in the metropolitan area have enacted similar legislation?

What has been the experience in other areas with this type of legislation?

What authority is there for Multnomah County to adopt this legislation? (State statute, home rule charter). Are there constitutional problems?

Fiscal Impact Analysis

4.7 percent of total exempt payroll.

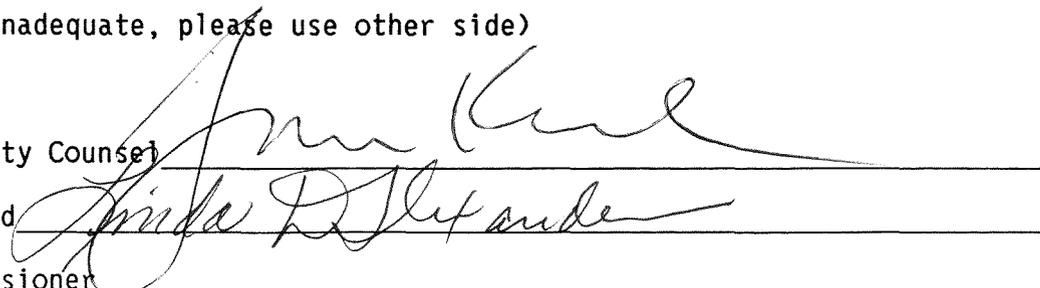
(If space is inadequate, please use other side)

SIGNATURES:

Office of County Counsel

Department Head

Liaison Commissioner



Two handwritten signatures are present. The first signature, 'Jim Kurl', is written over a horizontal line. The second signature, 'Linda R. Dufour', is written over another horizontal line.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

An ordinance

In the Matter of Adoption of Salary)
Rang~~s~~ for Fiscal Year 1989-90 for)
Employees Covered by the Exempt)
Classification/Compensation Plan~~and~~)
repealing Ordinance 580

ORDINANCE NO. _____

~~WHEREAS, the Personnel Officer is responsible for recommending to the Board of County Commissioners salary ranges for the Exempt Compensation Plan;~~

~~NOW, THEREFORE~~ Multnomah County ordains as follows:

Section 2 ^{repeal} Ordinance No. 580 is ~~hereby~~ repealed.

Section 2 ^{Adoption of salary ranges} The July 1, 1989, Salary Rates for each classification as shown in Exhibit A, are hereby adopted.
(which is incorporated herein by reference,)

ADOPTED this _____ day of _____, 1989, being the date of its second reading before the Board of County Commissioners of Multnomah County, Oregon.

~~ADOPTED this _____ day of _____, 1989, upon passage following its reading.~~

(SEAL)

By _____
GLADYS MCCOY
Multnomah County Chair

Reviewed

~~APPROVED AS TO FORM:~~
LAURENCE KRESSEL
County Counsel for
Multnomah County, Oregon

By _____
County Counsel

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF MULTNOMAH COUNTY, OREGON
ORDINANCE NO. 617

An Ordinance in the matter of the Adoption of Salary Ranges for Fiscal Year 1989-90 for Employees Covered by the Exempt Classification/Compensation Plan, and repealing Ordinance No. 580.

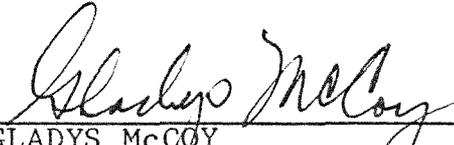
Multnomah County ordains as follows:

SECTION I. Adoption of Salary Ranges. The July 1, 1989, Salary Rates for each classification as shown in Exhibit A, (Exempt Salary Ranges Effective July 1, 1989), which is incorporated by reference, are hereby adopted.

SECTION II. Repeal. Ordinance No. 580 is repealed.

Adopted this 25th day of May, 1989, being the date of its second reading before the Board of County Commissioners of Multnomah County, Oregon.

(SEAL)

By 
GLADYS McCOY
Multnomah County Chair

REVIEWED:


LAURENCE KRESSEL
County Counsel

0523C.
05/10/89/2



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

May 25, 1989

Mr. Duane Zussy, Director
Department of Human Services
426 SW Stark
Portland, OR

Dear Mr. Zussy:

Be it remembered, that at a meeting of the Board of County Commissioners held May 25, 1989, the following action was taken:

Request of the Director of Human Services for approval of Budget Modification DHS #53 reflecting an increase in the Amount of \$60,646 from State Mental Health Grant Amendment #34-Revised to Social Services, DD Program (\$45,849), MED Program (\$40,000) and decreasing A & D Programs (\$25,203) affecting various positions and line items R-9)

Commissioner Anderson asked why there is underutilization of Alcohol and Drug treatment monies.

Duane Zussy, Director of Human Services said that the Department is finding many patients who need inpatient care who have children that need day care during the time they are getting treatment. These clients need inpatient care before they are ready for outpatient care, and there are long waiting lists in treatment facilities thereby creating a situation where patients who are waiting are seriously ill rather than being ready for outpatient treatment. He agreed to get further information for the Board.

Commissioner Kafoury said this is a bad sign for the County if it is found that the money is not being used, there could be a large fiscal impact, and following discussion said she feels it is important to get the contract changed.

Duane Zussy, Director of the Department of Human Services, responded to concerns regarding reallocation of money and expenditures.

Upon motion of Commissioner Bauman, duly seconded by Commissioner Kafoury, it is unanimously

ORDERED that said request be approved, and budget modification be implemented.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

By


Jane McGarvin
Clerk of the Board

jm
cc: Budget
Finance
Social Services

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR _____

(Date)

DEPARTMENT Human Services

DIVISION Social Services

CONTACT Susan Clark

TELEPHONE x3691

*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD Duane Zussy/Gary Smith

SUGGESTED

AGENDA TITLE (to assist in preparing a description for the printed agenda)

Budget Modification DHS #53 appropriates \$60,646 received via Amendment #34-Revised to the State Mental Health Grant, and affects the DD, MED, and Alcohol and Drug Programs.

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION (Explain the changes this Bud Mod makes. What budget does it increase? What do the changes accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)

PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

Budget Modification DHS #53 requests board approval to make adjustments in the DD, MED, and A&D programs reflecting changes made in the State Mental Health Grant via Amendment #34-Revised, for a net increase of \$60,646. Specific changes include:

DD Program increase by a net total of \$45,849. This includes increases in supported employment, case management, transportation, diversion, and professional services which will be contracted to ARC-Multnomah for administration of the DD Diversion services;

MED Program increased by \$40,000 in community hospital services related to recent restrictions on admissions to state psychiatric facilities (beginning 2-15-89);

A&D Program reduced by \$25,203 to reflect actual utilization of alcohol and drug outpatient services.

3. REVENUE IMPACT (Explain revenues being changed and the reason for the change)

State Mental Health Grant increased by a net total of \$60,646. Service Reimbursement at F/S to CGF increased by \$859; County General Fund increased by \$859.

1989 MAY 10 PM 4:22
CLERK OF COUNTY OF MULTNOMAH
OREGON

4. CONTINGENCY STATUS (to be completed by Finance/Budget)

_____ Contingency before this modification (as of _____)

(Specify Fund)

(Date)

After this modification

Originated By

Date

Department Manager

Date

Susan Clark

5/11/89

Duane Zussy (or)

5/11/89

Budget Analyst

Date

Personnel Analyst

Date

Thomas D. Syron

5/12/89

Board Approval

Date

Barbara E. Jones

5/25/89

EXPENDITURE TRANSACTION EB []											
			GM []	TRANSACTION DATE _____			ACCOUNTING PERIOD _____		BUDGET FY _____		
Document Number	Action	Fund	Agency	Organi- zation	Reporting Activity Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Sub-Total	Description
		156	010	1210		6110			6,369		Increase Professional Services
		156	010	1210		7100			452		Increase Indirect (.071)
										6,821	Total Org. 1210
		156	010	1215		6060			39,053		Increase Pass-through
		156	010	1215		7100			273		Increase Indirect (.007)
										39,326	Total Org. 1215
		156	010	1270		7300			427		Increase Motor Pool
		156	010	1270		7100			30		Increase Indirect (.071)
										457	Total Org. 1270
		156	010	1380		6060			40,000		Increase Pass-Through
		156	010	1380		7100			280		Increase Indirect (.007)
										40,280	Total Org. 1380
		156	010	1415		6060			(25,203)		Increase Pass-Through
		156	010	1415		7100			(176)		Increase Indirect (.007)
										(25,379)	Total Org. 1415
		100	010	0104		7608			859	859	Cash Transfer to F/S Fund

//
 TOTAL EXPENDITURE CHANGE // 62,364 TOTAL EXPENDITURE CHANGE

REVENUE TRANSACTION RB []											
			GM []	TRANSACTION DATE _____			ACCOUNTING PERIOD _____		BUDGET FY _____		
Document Number	Action	Fund	Agency	Organi- zation	Reporting Activity Category	Revenue Source	Current Amount	Revised Amount	Change Increase (Decrease)	Sub-Total	Description
		156	010	1210		2605			6,369		State Mental Hlth Grant LA
		156	010	1210		7601			452		County General Fund
		156	010	1215		2605			39,053		State Mental Health Grant
		156	010	1215		7601			273		County General Fund
		156	010	1270		2605			427		State Mental Health Grant
		156	010	1270		7601			30		County General Fund
		156	010	1380		2605			40,000		State Mental Health Grant
		156	010	1380		7601			280		County General Fund
		156	010	1415		2605			(25,203)		State Mental Health Grant
		156	010	1415		7601			(176)		County General Fund
		100	045	7410		6602			859		Svc. Reimb. F/S to CGF

//
 TOTAL REVENUE CHANGE // 62,364 TOTAL REVENUE CHANGE



MULTNOMAH COUNTY OREGON

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

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

MEMORANDUM

TO: Gladys McCoy
Multnomah County Chair

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

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

DATE: May 9, 1989

SUBJECT: Recommendation to approve Budget Modification DHS #53

RECOMMENDATION: The Social Services Division recommends Board approval of Budget Modification DHS #53, which appropriates funds received via Amendment #34-Revised to the State Mental Health Grant.

ANALYSIS: This Budget Modification and the related State Mental Health Grant Amendment impact the division as follows:

DD Program is being increased by a total of \$45,849 which includes increases of \$3,452 in Supported Employment, \$355 in Transportation, and \$427 in Case Management. These increases will enable Goodwill Industries to implement services for nine persons transitioning from high school effective 6-1-89. Goodwill will also receive start-up funding in the amount of \$3,375 to prepare to serve these individuals. The remaining increase is in Diversion funding, amounting to \$38,240 to correspond with current County needs.

MED Program receives an increase of \$40,000 for Community Hospital Services. These funds are designated to cover expenses incurred to divert involuntary hospitalizations from State Psychiatric Facilities which were closed to admissions beginning 2-15-89.

Alcohol and Drug Program is decreased a total of \$25,203 which reflects actual utilization of funded slots in outpatient alcohol and drug-free services since December 1988.

BACKGROUND: Amendment #34 was initiated following requests from and negotiations with Social Services Division staff. The adjustments within each organization reflect increasing community needs for DD services and actual client activity and usage of MED and Alcohol and Drug services.

(3852B/mh)

5/25/89

RECEIVED FROM

JANE MCGARVIN

CLERK, BOARD OF COUNTY COMMISSIONERS • MULTNOMAH COUNTY, OREGON

BUDGET

BUDGET MODIFICATION DHS #53 APPROVED.

R-9



BOARD OF
COUNTY COMMISSIONERS

1989 JUN -1 AM 11: 13

MULTNOMAH COUNTY
OREGON



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

May 25, 1989

Mr. Duane Zussy, Director
Department of Human Services
426 SW Stark
Portland, OR

Dear Mr. Zussy:

Be it remembered, that at a meeting of the Board of County Commissioners held May 25, 1989, the following action was taken:

Request of the Director of Human Services for)
approval of Budget Modification DHS #57 making an)
appropriations transfer in the amount of \$24,000)
from Social Services, A & D contracts to Hooper)
Detox Center to cover budget shortfall R-10)

Commissioner Bauman moved, duly seconded by Commissioner Kafoury, that the above-entitled matter be approved.

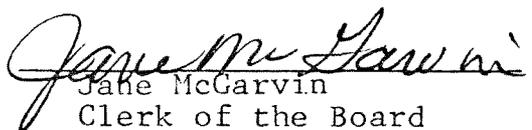
Duane Zussy, Director of the Department of Human Services, answered questions of the Board concerning this proposal.

The motion was considered, and it is unanimously

ORDERED that said request be approved, and budget modification be implemented.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

By 
Jane McGarvin
Clerk of the Board

jm
cc: Budget
Finance
Social Services

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR _____

(Date)

DEPARTMENT Human Services

DIVISION Social Services

CONTACT Susan Clark

TELEPHONE 248-3691

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD D. Zussy/G. Smith

SUGGESTED

AGENDA TITLE (to assist in preparing a description for the printed agenda)

Budget Modification DHS# 57 appropriates \$24,000 in local 2145 (beer and wine tax) in A & D contracts budget.

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION (Explain the changes this Bud Mod makes. What budget does it increase? What do the changes accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)

PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

Budget Modification DHS# 57 requests board approval to appropriate \$24,000 of unallocated local 2145 carryover in the A & D contracts budget. This revenue was a result of under expenditures at Central City Concern for last year and was carried over to current year to be used for A & D services. Hooper Detox Center is experiencing approximately \$49,000 short fall and has requested county for \$24,000 of their unexpended revenue.

3. REVENUE IMPACT (Explain revenues being changed and the reason for the change)

No impact. This bud mod is appropriating unallocated revenue currently in A & D Contracts revenue receipts.

1989 MAY 10 PM 10:22
MULTICOUNTY COUNTY
OREGON

4. CONTINGENCY STATUS (to be completed by Finance/Budget)

Contingency before this modification (as of _____) (Date)

(Specify Fund)

After this modification

Originated By _____ Date 5/3/89 Department Manager _____ Date 5/10/89

Budget Analyst Susan Clark Date _____ Personnel Analyst Duane Zussy Date _____

Board Approval _____ Date _____

Dorinda E. Jones 5/25/89

EXPENDITURE

TRANSACTION EB []		GM []	TRANSACTION DATE _____		ACCOUNTING PERIOD _____		BUDGET FY _____				
Document Number	Action	Fund	Agency	Organi- zation	Reporting Activity Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Sub- Total	Description
		156	010	1415		6060			\$24,000		Increase Pass Through
		156	010	1415		7100			168		Increase Indirect (.007)
										24,168	Total Org. 1415
		100	010	0104		7608			168	168	Cash Trans. CGF to F/S

//////////////////////////////////////
TOTAL EXPENDITURE CHANGE////////////////////////////////////// 24,336 TOTAL EXPENDITURE CHANGE

REVENUE

TRANSACTION RB []		GM []	TRANSACTION DATE _____		ACCOUNTING PERIOD _____		BUDGET FY _____				
Document Number	Action	Fund	Agency	Organi- zation	Reporting Revenue Category Source	Current Amount	Revised Amount	Change Increase (Decrease)	Sub- Total	Description	
		156	010	1415		2389		\$24,000		Local 2145	
		156	010	1415		7601		168		CGF - Indirect	
		100	045	7410		6602		168		Service Reimb.-From F/S	

//////////////////////////////////////
TOTAL REVENUE CHANGE////////////////////////////////////// 24,336 TOTAL REVENUE CHANGE



MULTNOMAH COUNTY OREGON

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

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

MEMORANDUM

TO: Gladys McCoy
Multnomah County Chair

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

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

DATE: May 2, 1989

SUBJECT: Recommendation to Approve Budget Modification DHS# 57

RECOMMENDATION: Social Services Division recommends County Chair approval of Budget Modification # 57 for FY 88/89.

ANALYSIS: This modification appropriates \$24,000 in unallocated Local 2145 beer and wine tax revenues, which are designated for alcohol and drug treatment, to assist Central City Concern to cover unanticipated revenue shortfalls in the budget for Hooper Center that resulted from unrealized client fees and grant revenues.

The revenue is being appropriated in the A&D contracts budget in Pass Through.

BACKGROUND: Hooper Center projects a revenue shortfall of approximately \$49,000 in their FY 1988-89 operating budget. This shortfall is the result of several factors: 1) The operating budget for acupuncture services assumed \$12,000 in client fees that were not, in fact, received; 2) the initial operating budget for detoxification services included projected revenues from a service agreement that Hooper staff were negotiating with Kaiser Permanente, in the approximate amount of \$50,000, that never came to fruition; and 3) there have been unanticipated personnel costs, including unbudgeted overtime. These costs are generally related to the added programmatic demands associated with providing drug detoxification services and operating the sobering safety rooms.

When the extent of the revenue shortfall became apparent this winter, the agency took several steps to reduce operating expenses including staff reductions and reassignments and restrictions on operating costs. Recently, the Central City Concern Board of Directors agreed to absorb half of the administrative overhead costs for this contract for the months of April, May and June. While these measures will cover a good portion of the shortfall, the agency is requesting assistance from Multnomah County to cover the balance.

May 2, 1989

Page Two

Social Services Division recommends that unallocated local 2145 beer and wine tax revenue be appropriated for the shortfall. In fact, these funds were contracted to Hooper Center last year but unspent and are therefore available for reallocation.

Multnomah County is projected to collect \$450,000 in Local 2145 revenue for this fiscal year (see attached revenue projection as of 4/13/89). This amount is obligated in contracts. In addition, an additional \$40,454.25 is in the A&D Contracts revenue receipts. This budget modification increases the anticipated Local 2145 to be appropriated by \$24,000 for a net total of \$474,000. The remaining \$16,454 in carry over will either be appropriated at a later date or carried over to FY 89/90.

	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	TOTAL
78-79	\$36,365.67	\$41,291.30	\$35,063.48	\$42,110.48	\$34,323.37	\$35,266.73	\$31,031.38	\$31,229.33	\$34,135.39	\$29,456.85	\$35,707.51	\$37,219.30	\$423,200.79
79-80	\$43,173.26	\$39,740.27	\$41,910.12	\$41,920.08	\$33,905.98	\$38,166.09	\$36,221.93	\$32,142.67	\$36,709.22	\$36,028.61	\$36,249.09	\$41,925.32	\$458,092.64
80-81	\$41,925.00	\$39,599.49	\$42,070.35	\$44,656.00	\$33,350.06	\$38,484.44	\$34,009.37	\$35,190.94	\$36,967.82	\$33,235.02	\$37,810.62	\$36,151.98	\$453,451.09
81/82	\$41,942.05	\$38,667.10	\$38,667.10	\$39,021.76	\$40,111.59	\$38,992.99	\$35,761.18	\$35,287.12	\$33,991.54	\$33,991.54	\$40,403.06	\$39,171.80	\$456,008.83
82/83	\$38,189.86	\$47,938.24	\$36,574.49	\$38,327.72	\$34,318.44	\$35,229.89	\$35,516.58	\$39,482.05	\$32,022.82	\$29,829.81	\$38,707.30	\$38,972.37	\$445,109.57
83/84	\$42,099.67	\$41,768.41	\$40,457.09	\$38,251.09	\$36,161.82	\$39,275.67	\$35,516.48	\$37,352.75	\$32,071.58	\$29,829.91	\$37,595.93	\$35,960.77	\$446,341.17
84/85	\$40,342.90	\$39,506.45	\$42,022.27	\$43,351.00	\$33,367.56	\$41,195.29	\$36,390.48	\$36,213.61	\$29,766.32	\$28,970.36	\$36,163.16	\$42,045.00	\$449,334.40
85/86	\$44,562.03	\$41,724.00	\$46,046.00	\$39,773.00	\$34,002.75	\$40,971.49	\$36,316.27	\$31,491.09	\$30,849.03	\$33,054.86	\$32,631.46	\$38,973.06	\$450,395.04
86-87	\$43,007.37	\$46,009.85	\$44,498.75	\$42,905.65	\$34,113.40	\$39,834.75	\$39,520.98	\$35,144.91	\$29,907.41	\$31,672.18	\$39,434.07	\$41,367.61	\$467,416.93
87-88	\$41,371.29	\$43,166.65	\$40,878.26	\$37,185.96	\$37,282.58	\$37,931.16	\$34,429.65	\$36,228.46	\$25,705.73	\$30,748.95	\$38,021.49	\$38,943.09	\$441,893.27

10-YEAR AVERAGE:

Monthly:	\$41,297.91	\$41,941.18	\$40,818.79	\$40,750.27	\$35,093.76	\$38,534.85	\$35,471.43	\$34,976.29	\$32,212.69	\$31,681.81	\$37,272.37	\$39,073.03	
Year-to-Date:	\$41,297.91	\$83,239.09	\$124,057.88	\$164,808.15	\$199,901.91	\$238,436.76	\$273,908.19	\$308,884.48	\$341,097.17	\$372,778.97	\$410,051.34	\$449,124.37	

ACTUAL 88/89:

Monthly:	\$37,268.26	\$43,409.34	\$41,503.50	\$45,895.81	\$37,529.73	\$35,987.52	\$35,298.51	\$37,404.97	\$27,932.97				YTD 88-89: \$342,230.61
Year-to-Date:	\$37,268.26	\$80,677.60	\$122,181.10	\$168,076.91	\$205,606.64	\$241,594.16	\$276,892.67	\$314,297.64	\$342,230.61	NA	NA	NA	Total 88-89 YTD \$382,684.86

B7-88 Carryover: \$40,454.25

CURRENT AVERAGE:

# Yrs:	11	11	11	11	11	11	11	11	11	10	10	10	
Monthly:	\$40,887.61	\$41,965.45	\$40,881.32	\$41,621.26	\$35,118.47	\$38,340.49	\$35,558.32	\$35,093.94	\$32,435.41	\$31,681.81	\$37,272.37	\$39,073.03	
Year-to-Date:	\$40,887.61	\$82,853.05	\$123,734.37	\$165,355.63	\$200,474.10	\$238,814.58	\$274,372.90	\$309,466.84	\$341,902.25	\$373,584.06	\$410,856.43	\$449,929.46	

PROJECTED 88/89

BY MONTH:														
Actual:	\$37,268.26	\$43,409.34	\$41,503.50	\$45,895.81	\$37,529.73	\$35,987.52	\$35,298.51	\$37,404.97	\$27,932.97	\$31,681.81	\$37,272.37	\$39,073.03	Projected 88-89 (excluding c/over) \$450,257.82	
Budget:	\$40,894.02	\$41,972.02	\$40,887.72	\$41,627.78	\$35,123.98	\$38,346.50	\$35,563.89	\$35,099.45	\$32,440.50	\$31,686.78	\$37,278.21	\$39,079.16	\$450,000.00 < Budgeted	

Variance:	(\$3,625.76)	\$1,437.32	\$615.78	\$4,268.03	\$2,405.75	(\$2,358.98)	(\$265.38)	\$2,305.52	(\$4,507.53)	(\$4.97)	(\$5.84)	(\$6.13)	\$257.82
Actual as % of Bud	91%	103%	102%	110%	107%	94%	99%	107%	86%	100%	100%	100%	100%

YEAR-TO-DATE:

Actual:	\$37,268.26	\$80,677.60	\$122,181.10	\$168,076.91	\$205,606.64	\$241,594.16	\$276,892.67	\$314,297.64	\$342,230.61	\$373,912.42	\$411,184.79	\$450,257.82	
Budget:	\$40,894.02	\$82,866.04	\$123,753.77	\$165,381.55	\$200,505.53	\$238,852.02	\$274,415.91	\$309,515.36	\$341,955.86	\$373,642.63	\$410,920.84	\$450,000.00	

Variance:	(\$3,625.76)	(\$2,188.44)	(\$1,572.67)	\$2,695.36	\$5,101.11	\$2,742.14	\$2,476.76	\$4,782.28	\$274.75	\$269.79	\$263.94	\$257.82	
Actual as % of Bud	91%	97%	99%	102%	103%	101%	101%	102%	100%	100%	100%	100%	

5/25/89

RECEIVED FROM

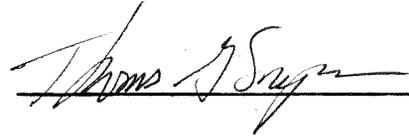
JANE MCGARVIN

CLERK, BOARD OF COUNTY COMMISSIONERS . MULTNOMAH COUNTY, OREGON

BUDGET

BUDGET MODIFICATION DHS #57 APPROVED.

R-10



BOARD OF
COUNTY COMMISSIONERS

1989 JUN -1 AM 11:13

MULTNOMAH COUNTY
OREGON



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

May 25, 1989

Mr. Duane Zussy, Director
Department of Human Services
426 SW Stark
Portland, OR

Dear Mr. Zussy:

Be it remembered, that at a meeting of the Board of County Commissioners held May 25, 1989, the following action was taken:

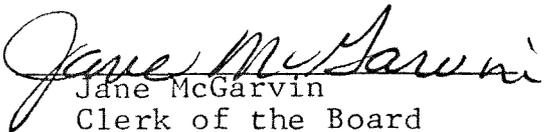
Request of the Director of Human Services for)
 Budget Modification DHS #61 making an appropria-)
 tions transfer in the amount of \$19,000 from)
 Human Services Administration to Social Services)
 Youth Program Office to contract for services to)
 youth at risk of gang involvement R-11)

Upon motion of Commissioner Bauman, duly seconded by Commissioner Kafoury, it is unanimously

ORDERED that said request be approved, and budget modification be implemented.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

By 
 Jane McGarvin
 Clerk of the Board

jm
 cc: Budget
 Finance
 Social Services

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR May 25, 1989

(Date)

DEPARTMENT Human Services

DIVISION ADMIN/SOCIAL SERVICES

CONTACT Michael Morrissey

TELEPHONE X3691

*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD Duane Zussey

SUGGESTED

AGENDA TITLE (to assist in preparing a description for the printed agenda)

Transfers \$19,000 in Professional Services from the Director's Office Budget to Social Services/ Youth Program Office budget to contract for services to youth at risk of gang involvement as described in the attached memo.

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION (Explain the changes this Bud Mod makes. What budget does it increase? What do the changes accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)

[] PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

Transfers \$19,000 in Professional Services from the Director's Office Budget to Social Services/ Youth Program Office budget to contract for services to youth at risk of gang involvement as described in the attached memo.

3. REVENUE IMPACT (Explain revenues being changed and the reason for the change)

NONE

4. CONTINGENCY STATUS (to be completed by Finance/Budget)

Contingency before this modification (as of _____) (Date)

(Specify Fund)

After this modification

MULTNOMAH COUNTY
OREGON
1989 MAY 18 PM 2:27
COUNTY COMMISSIONERS

Originated By Ardis Craighead Date 5/18/89

Department Manager Duane Zussey (P) Date 5/18/89

Budget Analyst Thomas S. Sp... Date 5/18/89

Personnel Analyst NA Date

Board Approval Barbara E. Jones Date 5/25/89

EXPENDITURE

TRANSACTION EB [] GM [] TRANSACTION DATE _____ ACCOUNTING PERIOD _____ BUDGET FY _____

Document Number	Action	Fund	Agency	Organi- zation	Reporting Activity Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Sub- Total	Description
		100	010	0110		6110			(19,000)		Decrease Prof Services
		156	010	1505		6110			19,000		Increase Prof. Services
		100	010	0104		7608			19,000		Cash Trnsfr to F/S Fund

////////////////////////////////////
 TOTAL EXPENDITURE CHANGE ////////////////////////////////////// 19,000 TOTAL EXPENDITURE CHANGE

REVENUE
 TRANSACTION RB [] GM [] TRANSACTION DATE _____ ACCOUNTING PERIOD _____ BUDGET FY _____

Document Number	Action	Fund	Agency	Organi- zation	Reporting Revenue Category	Source	Current Amount	Revised Amount	Change Increase (Decrease)	Sub- Total	Description
		156	010	1505		7601			19,000		Cash Trnsfr from Gen Fund

////////////////////////////////////
 TOTAL REVENUE CHANGE ////////////////////////////////////// 19,000 TOTAL REVENUE CHANGE



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
426 S.W. STARK, 7TH FLOOR
PORTLAND, OREGON 97204
(503) 248-3782

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: Gladys McCoy
Multnomah County Chair

THROUGH: Duane Zussy, Director *[Signature]*
Department of Human Services

FROM: Maggie Gareau, Policy Analyst *[Signature]*
Department of Human Services

DATE: May 8, 1989

SUBJECT: RECOMMENDATIONS OF NORTH AND NORTHEAST PORTLAND SERVICE FUND
PLANNING GROUPS

RECOMMENDATION

The Department of Human Services recommends that the Board of County Commissioners review the recommendations submitted by the North and Northeast Portland Service Fund Planning Groups and provide the Department with policy direction regarding implementation of these recommendations.

ANALYSIS

Two planning groups, appointed by the County Chair and approved by the Board of County Commissioners, are submitting their recommendations to the BCC on how funds should best be spent to provide services for youth at risk of gang affiliation. The two groups represent agency and community members from North and Northeast Portland.

The service funds made available by the BCC for each community were \$9,500 for FY 88-89 and \$25,000 for FY 89-90. The North Service Fund Planning Group has included recommendations for both fiscal years. The Northeast Service Fund Planning Group has forwarded its recommendations for FY 88-89, but wishes to take more time to formulate recommendations for FY 89-90.

At their initial meeting the two teams listened to a presentation from outreach workers of the North/Northeast Coalition of Neighborhoods. Outreach workers identified the following service and community needs:

- 1) Safe housing for boys and girls, that is outside of their current environment.

Memo to Gladys McCoy
May 8, 1989
Page Two

- 2) Summer job, educational, and recreational programs. These will be especially critical as school adjourns for the summer. It is particularly important to offer supervised and structured activities in the evenings and on weekends.
- 3) Job training and employment geared to 11 to 15 year olds, who are too young to use PIC programs.
- 4) Self enhancement programs for youth and their families.
- 5) Education and treatment in the area of substance abuse. Chemical dependency is often the underlying problem and may be a multi-generational issue.
- 6) Education about gangs and gang involvement, for parents and grandparents. Many are naive about, or in denial of, their children's gang involvement.
- 7) Interventions targeted at teen moms, who are often used to rent houses for gang members.
- 8) In-house suspension, or other alternative school programs that do not expel youth who are gang involved.
- 9) Interventions that take the parks, recreational centers, and neighborhoods back from the gangs and insure the community's safety.
- 10) Media coverage for youth involved in more productive activities. Outreach workers have heard youth state that media coverage is a reason for gang involvement.
- 11) Mental health treatment for youth and their families.
- 12) Programs and staff that are responsive to cultural variations.
- 13) Programs staffed with people who are not afraid of gang affiliated youth. Youth are very quick to pick up on staff's fear.
- 14) Positive role models for youth.
- 15) Programs that provide youth with new opportunities and expose them to different communities.

Memo to Gladys McCoy
May 8, 1989
Page Three

Recommendations of the Northeast Portland Service Fund Planning Group

The NE Service Fund group recommends that the \$9,500 available for FY 88-89 be allocated to the NE Coalition of Neighborhoods to purchase services for youth identified by the Outreach Teams. Those services should be in the areas of family support, recreation, self-esteem building, and emergency services.

The fund would allow the Outreach Teams to purchase services as service needs for individual youth are identified. This approach allows a great deal of flexibility and permits a greater range of services to be purchased. It should also result in funds being spent for only those services which are most needed.

The Northeast Service Planning Group discussed the usage of the \$25,000 for FY 89-90 and decided that service needs for this population cannot be met by this amount of money. Needed services that cannot be satisfied with these funds include long term group homes, safe houses, alcohol and drug treatment, jobs, and job training. These services are particularly lacking for high risk youth and the minority population of North and Northeast Portland. The NE Planning Group would like the Board of County Commissioners to consider methods for meeting the long term needs of these high risk youth.

Recommendations of the North Portland Service Fund Planning Group

One of the primary concerns of the outreach workers and the task force members was the inaccessibility of structured activities for economically impoverished youth. This will become increasingly problematic as schools let out for the summer. Hence, the committee decided to use the bulk of the funds, for this fiscal year, to fund recreational activities for youth.

In addition to recreational activities, the committee recognized that County funds may be the only available monies that can be used for social and human service treatment. Hence, a decision was made to keep a teen moms program at Roosevelt High School operational during the summer months.

The recommended distribution of the \$9,500 for FY 88-89 is as follows:

- \$ 3,000 To be put into a pool for the purpose of purchasing recreational services for youth at University Park, St. Johns Community Center, and North Portland Pools. Up to 10% of these funds can be used for the administration of the monies.

- \$ 1,867 To go to the N. Portland Youth Service Center to supplement activities such as graduation ceremonies and excursions for youth enrolled in the agency.

Memo to Gladys McCoy
May 8, 1989
Page Four

- \$ 1,866 To go to the Boys and Girls Club to provide fees, transportation, and support to recreational programs for youth 14 and under.
- \$ 1,867 To go to Tender Loving Care - Think and Try (TLC-TNT) to support self enhancement programs for middle school aged youth.
- \$ 900 To keep the Roosevelt Teen Moms program operational during the summer months.

The committee also recommend that the County allow the above funds, allocated for FY 1988-89, to be carried into FY 1989-90 if necessary.

United Way will be establishing a number of traditional youth programs in University Park in May of this year. In addition, the Columbia Villa Project, jointly run by the City, HAP, and the County, may be pursuing Fred Meyer's funding for a variety of structured programs for youth. These programs should fill much of the need for recreational and enhancement activities, but will not provide treatment services. Hence, the task force decided that the monies for FY 89-90 should be primarily treatment oriented.

As alcohol and drug abuse has been repeatedly identified as one of the underlying causes of gang involvement, the task force recommends that the bulk of money go for A&D treatment.

The recommended distribution of the \$25,000 for FY 89-90 is as follows:

- \$21,400 To be spent for alcohol and drug treatment. Mainstream was chosen as the preferred provider, as it has already established a group at the Villa. This money would purchase approximately 3/4's of an FTE that would be housed at the Villa. Services would be for youth and their families.
- \$ 3,600 To keep the Roosevelt Teen Moms program operational during the summer months.

Technical Issues of Implementation

The Department of Human Services is engaged in locating an agency to handle the \$3,000 purchasing pool recommended by the N. Portland Planning Group. The planning group originally recommended that the N. Portland YSC operate the pool, however, their administration is concerned about liability issues and has declined. Portland Parks and the NE Coalition of Neighborhoods have also been considered as potential agencies.

Memo to Gladys McCoy
May 8, 1989
Page Five

Most of the preceding recommendations can be implemented via amendments to current contracts. Recommendations that involve new contract agencies are under \$10,000 and can be implemented without undergoing an RFP process. DHS is working with the Purchasing Division to assure that all recommendations, that receive the Board's approval, can be implemented in a timely manner.

BACKGROUND

In November of 1988 the Board of County Commissioners funded two outreach teams to work with youth at risk of gang affiliation in the North and Northeast communities. At the time the BCC recognized that outreach efforts were likely to generate the need for additional services. Consequently, the BCC budgeted two service funds to meet the needed services identified by the outreach teams.

Two planning groups were established, one for North Portland and one for Northeast Portland. These groups were to make recommendations to the Board regarding service needs, and the distribution and administration of the service funds for each respective community. These recommendations were to be forwarded to the Board two months after the outreach teams became operational.

In February of 1989 the new outreach workers began providing services. At the same time the Multnomah County Chair appointed, and the Board approved, the individuals who were to serve as members in each of the service fund groups. These groups initially met on March 27. Subsequent meetings resulted in the preceding recommendations.

cc: Commissioner Pauline Anderson
Commissioner Rick Bauman
Commissioner Gretchen Kafoury

5/25/89

RECEIVED FROM JANE MCGARVIN
CLERK, BOARD OF COUNTY COMMISSIONERS . MULTNOMAH COUNTY, OREGON

BUDGET

BUDGET MODIFICATION DHS#61 APPROVED

R-11



BOARD OF
COUNTY COMMISSIONERS

1989 JUN -1 AM 11: 13

MULTNOMAH COUNTY
OREGON



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

May 25, 1989

Mr. Grant Nelson, Acting Director
Department of Justice Services
1120 SW Fifth
Portland, OR

Dear Mr. Nelson:

Be it remembered, that at a meeting of the Board of County Commissioners held May 25, 1989, the following action was taken:

In the matter of ratification of an intergovern-)
mental revenue agreement with the City of Port-)
land whereby County receives funding for fulltime)
Alternative Community Service Parks (ACSP) crew)
leader to work in sites maintained by Bureau of)
Parks and Recreation, and ACSP crews for a maxi-)
mum of four days per week - Term, July 1, 1989 -)
June 30, 1990 R-12)

Commissioner Kafoury moved, duly seconded by Commissioner Anderson, that the above-entitled matter be approved.

Harley Lieber, Director of Community Corrections, requested the proposal.

The motion was considered, and it is unanimously

ORDERED that said request be approved, and budget modification be implemented.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

By 
Jane McGarvin
Clerk of the Board

jm
cc: Community Corrections
Budget
Finance
Purchasing

DATE SUBMITTED May 15, 1989

(For Clerk's Use)
Meeting Date 5/25/89
Agenda No. R-12

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Revenue Contract - City of Portland

Informal Only* _____ (Date) Formal Only May 25, 1989 (Date)

DEPARTMENT Department of Justice Services DIVISION Community Corrections

CONTACT Harley Leiber TELEPHONE 248-3980

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Harley Leiber

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

Revenue contract - City of Portland to provide funds to Multnomah County for full-time ACSP crew leader to work in sites maintained by Bureau of Parks and Recreation and ACSP crews for a maximum of four days per week.

(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 10 minutes

IMPACT:

PERSONNEL

- FISCAL/BUDGETARY
- General Fund

Other Federal/State

BOARD OF
 COUNTY COMMISSIONERS
 1989 MAY 18 PM 4:22
 MULTNOMAH COUNTY
 OREGON

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: *Paul Russo*

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.

INTER-GOVERNMENTAL AGREEMENT

This Agreement for Services (Agreement) is between the City of Portland, Oregon (City) and Multnomah County (Contractor).

RECITALS:

This agreement is for the purpose of paying the County for providing a trained crew leader and Alternative Community Service crews to work in areas maintained by the Bureau of Parks & Recreation.

AGREEMENT:

1. SCOPE OF CONTRACTOR SERVICES

(a) The Contractor shall provide services specifically to the Bureau of Parks and Recreation. The Contractor shall provide the City those services set out below:

The Contractor shall provide the services of a full-time Alternative Community Service (A.C.S.) crew leader to work in sites maintained by the Bureau of Parks & Recreation.

The Contractor shall also provide A.C.S. crews for a maximum of four (4) days/week.

(b) The Contractor shall provide the services set out in subsection (a) above in accordance with the schedule set out below:

(1.) The Contractor shall provide an A.C.S. crew leader for five days a week, Monday through Friday, and A.C.S. crews four days a week for work in the City of Portland's Parks. The crew leader shall work one day out of five, scheduling work and completing appropriate paperwork; and four days supervising work crews. The crew leader shall be an employee of Multnomah County.

(2.) The contractor shall be the employer of the crew leader and is responsible for recruiting, training, payroll, benefits & discipline of that employee.

(3.) The City of Portland payment for said services shall include the costs of the salary and benefits for one full-time crew leader position, rental or lease of a van, and equipment and supplies to support the crew. The Contractor shall provide all insurance called for in this contract.

(4.) The Contractor shall perform all the administrative tasks of recruiting and screening A.C.S. clients to perform work for the Parks Bureau.

2. SCOPE OF CITY SERVICES

(a) A Representative of the City shall be a member of the interview panel. The City shall provide the tools and supplies necessary to complete the job assignments at the work sites. At the beginning of the contract and as required to insure adequate work, the City shall provide a calendar of work to be performed. The Park Bureau's Volunteer Coordinator shall assist the Contractor in scheduling work sites, insuring adequate technical assistance is available when appropriate, and specialized equipment is accessible as necessary.

The City shall assist in training the crew leader specifically in technical areas of Park Bureau Operations and where the crew leader will be responsible for directing the work of others without benefit of the expertise of other Park Bureau employees.

(b) The City shall perform the services set out in subsection (a) above in accordance with the schedule set out below:

(1.) At the beginning of the contract, the City shall provide a monthly schedule of the work to be performed.

(2.) Prior to the work day, or on the work site, the City shall provide technical training to the crew leader on how the work is to be performed.

3. COMPENSATION

The City shall pay the Contractor for work performed under this Agreement after the effective date as set out below. The payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to perform the work and services.

The Contractor shall provide for a crew leader's pay and benefits and a van. Work shall not begin before April 1, 1989. The City shall pay the contractor an amount not to exceed \$43,500 as compensation for the Contractor's work.

4. BILLING AND PAYMENT PROCEDURE

The Contractor's billing and City's payment procedures shall be as set out below:

Prior to the beginning of each quarter, the Contractor shall submit to the City a bill for services for that quarter, equal to 1/4 of the salary of the crew leader. At the beginning of the contract or at the end of the fiscal year, whichever comes first, the Contractor shall submit to the City a bill equal to all other costs to be incurred during the fiscal year such as: van rental, supplies, equipment and communication.

5. EFFECTIVE AND TERMINATION DATES

This Agreement shall be effective as of July 1, 1989 and shall terminate as of June 30, 1990.

6. EARLY TERMINATION OF AGREEMENT

(a) The City and Contractor, by mutual written agreement, may terminate this Agreement at any time.

(b) The City, on thirty (30) days written notice to the Contractor, may terminate this Agreement for any reason deemed appropriate in its sole discretion.

(c) Either the City or the Contractor may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination, however, the party seeking the termination shall give to the other party

written notice of the breach and of the party's intent to terminate. If the party has not entirely cured the breach within fifteen (15) days of the notice, then the party giving the notice may terminate the Agreement at any time thereafter by giving a written notice of termination.

7. PAYMENT ON EARLY TERMINATION

(a) In the event of termination under subsection (6a) or (6b)(EARLY TERMINATION OF AGREEMENT), hereof, the City shall pay the Contractor for work performed in accordance with the Agreement prior to the termination date.

(b) In the event of termination under subsection 6(c) (EARLY TERMINATION OF AGREEMENT), hereof, by the Contractor due to a breach by the City, then the City shall pay the Contractor as provided in subsection (a) of this section.

(c) In the event of early termination all Contractor's work product will become and remain property of the City.

8. CITY PROJECT MANAGER

(a) The City Project Manager shall be Anne Kowalishen, Parks District Supervisor, or such other person as shall be designated in writing by the Park

Grounds Supervisor of the Bureau of Parks and Recreation.

(b) The Project Manager is authorized to approve work and billings hereunder, to give notices referred to herein, to terminate this Agreement as provided herein, and to carry out any other City actions referred to herein.

9. COMPLIANCE WITH LAWS

In connection with its activities under this Agreement, the Contractor shall comply with all applicable federal, state, and local laws and regulations.

10. OREGON LAW AND FORUM

(a) This Agreement shall be construed according to the law of the State of Oregon.

(b) Any litigation between the City and the Contractor arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Multnomah County Court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the District of Oregon.

11. INDEMNIFICATION

(a) The Contractor shall hold harmless, defend, and indemnify the City and the City's officers, agents, and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from the Contractor's negligent work or any subcontractor's work under this Agreement.

(b) The City shall hold harmless, defend, and indemnify the Contractor and the Contractor's officers, agents, and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from the City's negligent work under this Agreement.

12. LIABILITY INSURANCE

(a) The Contractor is a fully self-insured government agency. The Contractor shall provide to this City a certificate evidencing it is a self-insured for purposes of Workers' Compensation as required by ORS 65E.430 before this agreement is executed.

(b) The City shall provide coverage for city owned motor vehicles.

13. SUBCONTRACTING

The Contractor shall not subcontract its work under this Agreement, in whole or in part, without the written approval of the City. The Contractor shall require any approved subcontractor to agree, as to the portion subcontracted, to fulfill all obligations of the Contractor as specified in this Agreement.

Notwithstanding City approval of a subcontractor, the Contractor shall remain obligated for full performance hereunder, and the City shall incur no obligations other than its obligations to the Contractor hereunder. Contractor agrees that if subcontractors are employed in the performance of this Agreement, Contractor and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.

14. ASSIGNMENT

The Contractor shall not assign this Agreement, in whole or in part, or any right or obligation hereunder, without the prior written approval of the City.

15. INDEPENDENT CONTRACTOR STATUS

The Contractor, its employees, and ACS workers are not employees of the City and are not eligible for any benefits through the City, including without limitation federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.

16. NOTICE

Any notice provided for under this Agreement shall be sufficient if in writing and delivered personally to the following addressee or deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed as follows, or to such other address as the receiving party hereafter shall specify in writing:

If to the City: Anne Kowalishen (or replacement)
Park District Supervisor
6437 S.E. Division Street
Portland, OR 97206

If to the Contractor: Susan Kaeser (or replacement)
Program Supervisor
1021 S.W. 4th, Room 818
Portland, OR 97204

17. SEVERABILITY

If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.

18. AMENDMENTS

(a) The City and the Contractor may amend this Agreement at any time only by written amendment executed by the City and the Contractor. Unless otherwise provided, any amendment that increases the amount of compensation payable to the Contractor must be approved by ordinance of the City Council. If authorized by the City Council, the Project Manager may agree to and execute any other amendment on behalf of the City.

(b) Any change in the Scope of Contractor Services shall be deemed an amendment subject to subsection (a).

19. PROGRESS REPORTS

The Contractor shall provide quarterly progress reports to the Project Manager. Each progress report shall contain the following information.

- (a) Park District or work unit receiving service
- (b) Specific parks or sites receiving service
- (c) General type of work performed
- (d) Crew days worked
- (e) Actual number of clients involved
- (f) Total hours per Park District or Work unit
- (g) Approximate value of service (based on \$5.50 wage)

20. INTEGRATION

This Agreement contains the entire agreement between the City and the Contractor and supercedes all prior written or oral discussions or agreements.

21. NON-WAIVER

The City and the Contractor shall not be deemed to have waived any breach of this Agreement by the other party except by an express waiver in writing. An express written waiver as to one breach shall not be

deemed a waiver of any other breach not expressly identified, even though the other breach be of the same nature as that waived.

22. PROHIBITED INTEREST

No City of Portland Park Bureau employee who participated in the award of this Agreement shall be employed by the Contractor's Department of Justice Services during the period of the Agreement.

23. PAYMENTS TO VENDORS AND SUBCONTRACTORS

The Contractor shall pay timely all suppliers, lessors, and contractors providing it services, materials or equipment for carrying out its obligations under this Agreement. The Contractor shall not take or fail to take any action in a manner that causes the City or any materials that the Contractor provides hereunder to be subject to any claim or lien of any person without the City's prior written consent.

24. FUNDS

City certifies that sufficient funds are available and authorized for expenditure to finance the cost of this Agreement.

25. COMMENCEMENT OF WORK

Contractor agrees that work being done pursuant to this contract will not be commenced until after:

(a) Workers' compensation insurance is obtained, as outlined in Section 16, WORKERS' COMPENSATION INSURANCE; and,

(b) this Agreement is fully executed by the parties and approved by the City Attorney's Office; and,

(c) the effective date of this Agreement as specified in section 5, EFFECTIVE AND TERMINATION DATES.

26. ADDITIONAL PROVISIONS

APPROVED AS TO FORM:

CONTRACTOR: *[Signature]*

By: *Harvey WEIBER*

Title: DIRECTOR, COMMUNITY CONVECTIONS

Date: 04/27/89

APPROVED AS TO FORM:

Jeffrey P. Rogers
William Lewis O'Connell
 CITY ATTORNEY

CITY OF PORTLAND

By: *Anne Kowalishen*

Name: Anne Kowalishen

Title: Park District Supervisor

Date: 4/27/89

Approved as to form:

Sandra Ruffey
 Multnomah County Counsel

By: *John Angell*

Name: John Angell

Title: Director Justice Services

Date: 4/27/89

sb

 Chair
 Multnomah County Board of Commissioners

IT IS ILLEGAL TO PERMIT THIS NOTICE TO REMAIN
POSTED WHEN NOTICE IS NO LONGER EFFECTIVE.

WCD Form 1188
Rev. 7/77



NOTICE of COMPLIANCE

MULTNOMAH COUNTY

is complying with the Workers' Compensation Law

WORKERS' COMPENSATION DEPARTMENT

Department Number **5880729**

Guarantor: **SELF-INSURED**

Effective: **JULY 1, 1978**

EMPLOYERS ARE REQUIRED BY LAW TO POST THIS NOTICE

SCOTTZ



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 RAUMAN • District 3 • 248-5217
• District 4 • 248-5213
JANE MCGARVIN • Clerk • 248-3277

May 25, 1989

Mr. Grant Nelson, Acting Director
Department of Justice Services
1120 SW Fifth
Portland, OR

Dear Mr. Nelson:

Be it remembered, that at a meeting of the Board of County Commissioners held May 25, 1989, the following action was taken:

In the matter of ratification of an intergovern-)
mental revenue agreement with the City of Port-)
land Police Bureau whereby County will release)
inmates to Portland Police Bureau for interview)
and investigation purposes R-13)

Commissioner Kafoury moved, duly seconded by Commissioner Bauman, that the above-entitled matter be approved.

Commissioner Kafoury explained that this is a new contract that allows the County to release prisoners for interview and investigation by City of Portland police, and relieves the County from any liability.

Bob Skipper, Sheriff, said that he, County Counsel, and the District Attorney have prepared the document so that the City will accept all financial responsibility. He added that this process was in affect at one time, but was stopped at the request of Sheriff Fred Pearce. Now, the problems caused by that process should be solved, and the situation will again be workable.

At this time, the motion was considered, and it is unani-
mously

ORDERED that said intergovernmental agreement be ratified.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

By Jane McGarvin
Jane McGarvin
Clerk of the Board

jm
cc: Budget
Finance
Purchasing
Sheriff's Office

DATE SUBMITTED _____

(For Clerk's Use)
Meeting Date 5/25/89
Agenda No. R-13

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Intergovernmental Agreement/Indemnity Agreement

Informal Only* May 23, 1989
(Date)

Formal Only May 25, 1989
(Date)

DEPARTMENT Sheriff's Office DIVISION _____

CONTACT Robert G. Skipper, Chief Deputy TELEPHONE 255-3600

*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD _____

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

Intergovernmental Agreement and Indemnity Agreement between the City of Portland through the Portland Police Bureau and Multnomah County through the Multnomah County Sheriff's Office for the release of inmates to Portland Police Bureau for interview and investigation purposes

(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 _____

IMPACT:

PERSONNEL

FISCAL/BUDGETARY

General Fund

Other _____

RECEIVED
MAY 15 1989
DEPARTMENT OF JUSTICE SERVICES
MULTNOMAH COUNTY
1989 MAY 15 10 23 AM '89

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: Robert G. Skipper

BUDGET / PERSONNEL 1

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) _____

OTHER _____
(Purchasing, Facilities Management, etc.)

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



MULTNOMAH COUNTY OREGON

CONTRACT APPROVAL FORM

(See instructions on reverse side)

TYPE I

- Professional Services under \$10,000
- Revenue
- Grant Funding
- Intergovernmental Agreement

Amendment # _____ to Contract # _____
(Original Contract Amount _____)

TYPE II

- Professional Services over \$10,000 (RFP, Exemption)
- PCRB Contract
- Maintenance Agreement
- Licensing Agreement

Amendment # _____ to Contract # _____
(Original Contract Amount _____)

~~RETURN TO BARBARA ERLER/BLDG. 313~~

Contact Person Robert G. Skipper, Chief Deputy Phone 255-3600 Date 5/10/89

Department Sheriff's Office Division _____ Bldg/Room 313

Description of Contract Intergovernmental Agreement and Indemnity Agreement between City of Portland and Multnomah County for release of inmates to Portland Police Bureau for interview and investigations.

RFP/BID # _____ Date of RFP/BID _____ Date of Exemption _____

Reviewed For MBE FBE Participation Contractor is MBE FBE

Contractor Name City of Portland
 Mailing Address Portland Police Bureau
Justice Center
 Phone 796-3000
 Employer ID# or SS# _____
 Effective Date Upon Execution
 Termination Date Indefinite
 Total Amount of Agreement \$ -0-

Payment Terms
 Lump Sum \$ _____
 Monthly \$ _____
 Other \$ _____
 Requirements contract-requisition required
 Purchase Order No. _____

Required Signatures:

Department Head Robert G. Skipper Date 5/11/89

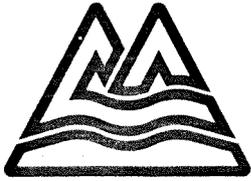
Purchasing Director _____ Date _____
(Type II Contracts Only)

County Counsel See Agreement Date _____

Budget Office No fiscal impact Date _____

County Executive/Sheriff _____ Date _____

TRANSACTION CODE	P.O.	AGENCY	PO DATE	ACCOUNTING PERIOD	BUDGET FY	TOTAL AMOUNT	ACTION				
LINE NO.	CONTRACT NUMBER	FUND	AGENCY	ORGANIZATION	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	DESCRIPTION	AMOUNT	INC/DEC IND
										\$	
										\$	
										\$	
										\$	



MULTNOMAH COUNTY OREGON

OFFICE OF COUNTY COUNSEL
1120 S.W. FIFTH AVENUE, SUITE 1530
P.O. BOX 849
PORTLAND, OREGON 97207-0849
(503) 248-3138

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

M E M O R A N D U M

TO: Robert Skipper
Chief Deputy Sheriff (313/105)

FROM: Sandra Duffy *Sandy*
Assistant County Counsel (106/1530)

DATE: May 4, 1989

RE: Release of Inmates to Portland Police
Bureau for Interview and Investigations

COUNTY COUNSEL
LAURENCE KRESSEL
CHIEF ASSISTANT
ARMINDA J. BROWN
ASSISTANTS
JOHN L. DU BAY
SANDRA N. DUFFY
J. MICHAEL DOYLE
H. H. LAZENBY, JR.
PAUL G. MACKAY
MARK B. WILLIAMS

Enclosed are the IGA and Indemnity Agreement between the County and City in the above-referenced matter. After you sign the IGA it should be forwarded to the Clerk of the Board to have placed on the Board agenda.

Please retain copies in your files. I believe Administrative Services retains all original IGAs.

4634R/dp
Enclosure

INTERGOVERNMENTAL AGREEMENT

Between

MULTNOMAH COUNTY through the MULTNOMAH COUNTY SHERIFF

and

THE CITY OF PORTLAND through the PORTLAND POLICE DEPARTMENT

Multnomah County is a political subdivision of the State of Oregon and a home rule charter county. The City of Portland is a political subdivision of the State of Oregon and a home rule charter city. Multnomah County through the Multnomah County Sheriff's Office and the City of Portland through the Portland Police Department enter into this agreement pursuant to the authority granted in ORS 190.010.

RECITALS:

1. The Portland Police Department (PPD) are a law enforcement agency which arrests persons and places them in the custody of the Multnomah County Sheriff.

2. PPD is an investigative agency which investigates criminal activity in the metropolitan area.

3. In the course of said investigations it is sometimes necessary to take custody of inmates of the Multnomah County corrections facilities for interview purposes.

4. It is also necessary at times to take physical custody of certain inmates to facilitate investigations.

5. The Sheriff of each county is charged with taking custody of arrested or convicted persons pursuant to ORS 206.010(1).

6. The Sheriff wants to facilitate the law enforcement activities of the PPD, but needs to be relieved of the legal responsibility for transfer of custody of said inmates to PPD.

7. It is the intent of the parties to allow PPD to take custody of inmates in the Sheriff's custody for purposes of interview and/or investigations; therefore

THE PARTIES AGREE THAT:

8. The City of Portland and PPD shall execute an Indemnity and Hold Harmless Agreement (copy attached as Exhibit 1) which assumes all responsibility for inmates in PPD custody.

9. PPD shall fill out and sign a Release Form for each inmate taken from the Sheriff's custody (copy attached as Exhibit 2).

10. The Multnomah County Sheriff's Office shall release inmates for interview and investigations when requested unless:

- a) the inmate's attorney objects;
- b) the inmate objects;
- c) the court requires the inmate in court; or
- d) the court prohibits such release.

11. This agreement shall continue indefinitely but may be terminated by any party with sixty (60) days written notice.

Date: April 7, 1989

Richard D. Walker
Richard D. Walker
Chief, Portland Police Dept.

Date: April 10, 1989

Robert G. Skipper
Robert G. Skipper
Chief Deputy, Multnomah County

Date: 4/14/89

J. E. (Bud) Clark
J. E. (Bud) Clark
Mayor, City of Portland

Date: _____

Gladys McCoy
Gladys McCoy
Chair, Multnomah County

Approved as to form:

William, Deputy
Portland City Attorney

Approved as to form:

Sandra Duffy
Multnomah County Counsel

INDEMNITY AND HOLD HARMLESS AGREEMENT

In consideration of the release of an inmate from any Multnomah County corrections facility to an officer or agent of the Portland Police Department for interview or investigation purposes, without an order of the court of jurisdiction, the Portland Police Department and the City of Portland ^{to the extent permitted by law} expressly agree to indemnify and hold harmless the Multnomah County Sheriff's Department and all agents, employees or officers of Multnomah County, Oregon from any and all liability, loss, damage, expenses or claims arising out of the release of said inmates. This indemnification and hold harmless places an obligation on the Portland Police Department and the City of Portland to take responsibility for all stages of defense, settlement negotiations and payment of defense costs and any resulting settlement or judgment.

PW
4-28-89
J. B. E.
4/27/89

Dated this 7th day of April, 1989.

Richard D. Walker
Richard D. Walker
Chief, Portland Police Department

Dated this 14 day of April, 1988.

J. E. (Bud) Clark
J. E. (Bud) Clark
Mayor, City of Portland

2883R/dp

RELEASE FORM

_____ (inmate) is being released
from _____ (name of Multnomah County
corrections facility) to the custody of _____
(name of officer or agent of the Portland Police Department)
for interview or investigation purposes. This release is made
in consideration of the Indemnity and Hold Harmless Agreement
executed by the City of Portland on _____, 1989.
The Portland Police Department and City of Portland expressly
agree to assume all legal responsibility for the released
inmate until his/her return to the custody of the Sheriff of
Multnomah County.

Date of release: _____
Time of release: _____
Anticipated time of return: _____

Dated this ____ day of _____, 1989.

(Name of person taking custody)

Title: _____

4012R/dp

EXHIBIT 2