



# 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

AGENDA OF  
MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS  
FOR THE WEEK OF  
November 7 - 11, 1988

Tuesday, November 8, 1988 - 9:30 AM - Briefings . . . . . Page 2  
Emanuel Hospital Boardroom #1073, 2801 N. Gantenbein

Tuesday, November 8, 1988 - 1:30 PM - Informal Meeting . . Page 3

Thursday, November 10, 1988 - 9:30 AM - Formal. . . . . Page 4

Friday, November 11, 1988 - OFFICES CLOSED

Tuesday, November 8, 1988 - 9:30 AM

Emanuel Hospital Boardroom (#1073), 2801 N. Gantenbein


9:30	Coffee and Welcome
10:00	Briefings
	CARES Unit (Child Abuse)
	Uncompensated Care/Indigent Care
	Trauma System
	Community Services
11:00	Tour of Hospital
12:00	Lunch with Hospital Officials



Tuesday, November 8, 1988 - 1:30 PM

Multnomah County Courthouse, Room 602

INFORMAL

1.  Informal Review of Bids and Requests for Proposals:
  - a) Miscellaneous Office Furniture
  - b) Alcohol & Drug Day Treatment Services for Homeless Youth
  - c) Outpatient Treatment for Homeless Substance Abusers with Mental Disorders
  - d) Bridge Shop Office
2. Briefing on Pet License Promotion Campaign - Mike Oswald
3. Briefing on the State Funding Formula for Community Services Block Grant (CBDG) - Duane Zussy, Bill Thomas, Lou Savage, Michael Jans (MCA)
4. Informal Review of Formal Agenda of November 10

Thursday, November 10, 1988, 9:30 AM

Multnomah County Courthouse, Room 602

Formal Agenda

REGULAR AGENDA

BOARD OF COUNTY COMMISSIONERS

- R-1 In the matter of the appointments to the DUII Advisory Board of Kathy Hims1, Representative Dick Springer and Nita Wood
- R-2 In the matter of recognition of Multnomah County employees as follows: Jane McGarvin - 10 years; Virginia Baugh - 5 years
- R-3 In the matter of presentation of NACo awards

DEPARTMENT OF ENVIRONMENTAL SERVICES

- R-4 In the matter of the ratification of an intergovernmental agreement to accept a \$500,000 grant from the Oregon State Marine Board for the acquisition and design of a boaters facility
- R-5 Budget Modification DES #6 reflecting additional revenues in the amount of \$500,000 from the Oregon State Marine Board to Parks Services, various line items, for the Columbia River Boater Access Facility north of Blue Lake Park

PUBLIC CONTRACT REVIEW BOARD

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

- R-6 Order in the matter of Exempting from Public Bidding of Electrical Service by Portland General Electric on Sun Dial Road

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

DEPARTMENT OF HUMAN SERVICES

- R-7 Resolution in the matter of opposing State Mental Health Division cuts proposed in the Department of Human Resources 1988-89 Budget Rebalancing Plan - TIME CERTAIN 10 AM
- R-8 In the matter of ratification of an Intergovernmental Agreement with State Health Division for approval of Grant Revision #1 which reduces the grant award from \$3,024,048 to \$2,986,660
- R-9 Budget Modification DHS #13 making appropriation reductions in the amount of \$69,910 in Health Division, adjusting working hours of various positions, as a result of State Health Division Grant Revision #1, and resulting project adjustments
- R-10 In the matter of ratification of an Intergovernmental Work Study Agreement between the University of Oregon and the Developmental Disabilities Case Management Program, whereby the County will fund 1 work study student from September 20, 1988 to June 9, 1989
- R-11 Notice of Intent to apply to the US DHHS Office of Human Development Services for \$60,000 per year for 3 years for a Homeless Youth Transitional Housing/Self-Sufficiency Project
- R-12 Resolution in the matter of Defining the Use of the Children's Trust Account

DEPARTMENT OF JUSTICE SERVICES

- R-13 In the matter of ratification of an Intergovernmental Agreement with the Office of the State Court Administrator to provide a framework for the assistance of Pretrial Release Office/Multnomah County Circuit Court/Office of the State Court Administrator in the Community Corrections pretrial drug testing and monitoring program, for period October 1 1988 to June 30, 1989
- R-14 Budget Modification DJS #6 reflecting additional revenues in the amount of \$28,575 from the Institute of Intergovernmental Research to the District Attorney, Professional Services, to conduct a multi-jurisdictional narcotics investigation
- R-15 Liquor License renewal application with recommendation of approval from Sheriff, for J & N Grocery, 10729 SE Harold (Package Store)

BOARD OF COUNTY COMMISSIONERS

- R-16 Resolution in the matter of the Board of Multnomah County Commissioners accepting a report of the Metropolitan Human Relations Commission entitled "Multnomah County FY 1988 EEO Evaluation" dated September, 1988
- R-17 Resolution in the matter of the Board of Multnomah County Commissioners accepting a report of the Metropolitan Human Relations Commission entitled "Juvenile Justice Services Study" dated September, 1988
- R-18 Budget Modification Nondept'l #10 making an appropriation transfer in the amount of \$13,100 within Board of Commissioners (District 3 Commissioner) from Professional Services to various line items, for Commissioner-elect Bauman's transition costs during December

ORDINANCES - NONDEPARTMENTAL

- R-19 First Reading - An Ordinance establishing planning groups to make recommendations to the Board of County Commissioners regarding service needs, distribution and administration of the Youth Gang Service Funds for North and Northeast Portland
- R-20 First Reading - An Ordinance repealing Multnomah County Code Sections 2.50.200 through 2.50.225 and creating a Policy Development Committee consisting of the Board of County Commissioners and declaring an emergency
- R-21 First Reading - An Ordinance establishing the Strategic Planning Functional Committees and declaring an emergency

BOARD OF COUNTY COMMISSIONERS

- R-22 In the matter of confirming the appointments to the Functional Committees of Strategic Planning (Continued from November 3)

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



# MULTNOMAH COUNTY OREGON

GLADYS McCOY  
COUNTY CHAIR

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

## MEMORANDUM

TO: Jane McGarvin, Clerk of the Board

FROM: Lillie M. Walker, Director, Purchasing Section

DATE: November 2, 1988

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

BOARD OF  
COUNTY COMMISSIONERS  
1988 NOV -2 PM 1:59  
MULTNOMAH COUNTY  
OREGON

The following Formal Bids and/or Professional Services Request for Proposals (RFPs) are being presented for Board review at the Informal Board on Tuesday, November 8, 1988.

Bid/RFP No.	Description/Buyer	Initiating Department
B43-100-3195	MISC. OFFICE FURNITURE	DHS
	Buyer: ROGER BRUNO Ex. 5111	Contact: Sue Enge Phone: 3691
SOI# 8S0931	ALCOHOL & DRUG DAY TREATMENT SERVICES FOR HOMELESS YOUTH	DHS
	Buyer: Franna Ritz Ex. 5111	Contact: Mary Lou Jacobs Phone: 3696
SOI# 8S0941	OUTPATIENT TREATMENT FOR HOMELESS SUBSTANCE ABUSERS w/mental disorders	DHS
	Buyer: Franna Ritz Ex. 5111	Contact: Mary Lou Jacobs Phone: 3696

cc: Gladys McCoy, County Chair  
Board of County Commissioners  
Linda Alexander, Director, DGS  
Commissioner Caroline Miller/332

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



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF GENERAL SERVICES  
PURCHASING SECTION  
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, November 8, 1988:

Continued . . .

Bid/RFP No.	Description/Buyer	Initiating Department
B61-100-3199	BRIDGE SHOP OFFICE	DES/FM
	Buyer: Frank Lopez Ex. 5111	Contact: Randy Shannon Phone: 3322
		Contact:
	Buyer: Ex. 5111	Phone:
		Contact:
	Buyer: Ex. 5111	Phone:
		Contact:
	Buyer: Ex. 5111	Phone:
		Contact:
	Buyer: Ex. 5111	Phone:

TO: DAILY JOURNAL OF COMMERCE  
Please run the following Classified Advertisement as indicated below, under your  
"CALL FOR BID" section

MULTNOMAH COUNTY

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Proposals Due: November 18, 1988 at 2:00 P.M.

Proposal No. SOI# 8S0931

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

Alcohol and Drug Day Treatment Services for Homeless Youth

**SOI # 8S0931**

The Multnomah County Social Services Division anticipates the issuance of a RFP for alcohol and drug day treatment services for homeless youth if responses to this solicitation of interest are received from two or more qualified organizations. An initial amount of \$11,666 in federal funds would be awarded for the period of March 1, 1989, through June 30, 1989. Subject to availability, additional funding could be awarded, up to an annualized amount of \$35,000.

Scope of Services: Provide alcohol and drug day treatment for 75 homeless youth over a twelve month period, based on an average length of client participation of 30 days. Employ 1.3 FTE counselors to provide outreach, intervention, assessment, and counseling services. Refer participants to ongoing treatment and to health and mental health services if needed. Submit required quarterly service reports.

Qualifications: The organization must: 1) be currently certified by the State of Oregon to provide alcohol and drug outpatient services to adolescents; 2) have prior experience providing alcohol and drug outpatient or day treatment services to homeless adolescents; 3) utilize sliding fee scale so no person is denied admission based on inability to pay for service; 4) be incorporated under State of Oregon law; and 5) provide services at site in Multnomah County that is accessible to homeless youth.

If only one qualified organization responds, Multnomah county will negotiate a sole source agreement.

Interested organizations must submit a letter of interest describing how the organization meets each qualification criteria. The letter must be received no later than 2:00 p.m. on Friday, November 18, 1988, by the Purchasing Director of Multnomah County at 2505 S.E. 11th Avenue, Portland, Oregon, 97202. Late responses will not be accepted.

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Lillie M. Walker, Director  
Purchasing Section

PUBLISH: November 10, 1988

TO: DAILY JOURNAL OF COMMERCE

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

MULTNOMAH COUNTY

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Proposals Due: November 18, 1988 at 2:00 P.M.

Proposal No. SOI# 8S0941

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

Outpatient Treatment for Homeless Substance Abusers  
with Co-Existing Mental Disorders

**SOI #8S0941**

The Multnomah County Social Services Division anticipates the issuance of a RFP for services to homeless substance abusers with co-existing mental disorder if responses to this solicitation of interest are received from two or more qualified organizations. An initial amount of \$10,000 in federal funds would be awarded for the period of March 1, 1989, through June 30, 1989. Subject to availability, additional funding could be awarded, up to an annualized amount of \$30,000.

Scope of Services: Provide alcohol and drug outpatient treatment and case management services to 90 homeless substance abusers with co-existing mental disorder over a twelve month period, based on an average length of client participation of four months. Employ 1 FTE counselor and .5 FTE case manager. Refer participants to health services if needed. Submit required quarterly service reports.

Qualifications: The organization must: 1) be currently certified by the State of Oregon to provide alcohol and drug outpatient services to adults; 2) have prior experience providing alcohol and drug outpatient services to homeless substance abusers with co-existing mental disorder; 3) have prior experience providing case management services to homeless individuals; 4) utilize sliding fee scale so no person is denied admission based on inability to pay for service; 5) be incorporated under State of Oregon law; and 5) provide services at site in Multnomah County that is accessible to homeless individuals.

If only one qualified organization responds, Multnomah county will negotiate a sole source agreement.

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Lillie M. Walker, Director  
Purchasing Section

PUBLISH: November 10, 1988



TO: THE DAILY JOURNAL OF COMMERCE

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

MULTNOMAH COUNTY

Proposals Due: November 22, 1988 at 2:00 P.M.

Proposal No. B43-100-3195

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

The Purchase of Miscellaneous Office Furniture

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: November 10, 1988

AD2:PURCH2

TO: THE SKANNER

Please run the following Classified Advertisement as indicated below, under your  
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2505 S.E. 11th Avenue

Portland, OR 97202

(503) 248-5111

Lillie M. Walker, Director  
Purchasing Section

PUBLISH: WEEK OF November 14, 1988

AD2:PURCH2



MULTNOMAH COUNTY OREGON

INVITATION FOR BIDS # B43-100-3195 To be opened 2 P.M. November 22, 1988

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  
Miscellaneous Office Furniture

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 November 1, 1988.

Board of County Commissioners  
MULTNOMAH COUNTY, OREGON

Publication Dates November 10, 1988

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

INVITATION FOR BIDS, continued  
Bid No. B43-100-3195

Page 3

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**INSTRUCTIONS TO BIDDERS**

**IMPORTANT NOTICE RE: VENDOR SELECTION LIST**

If your firm does not wish to bid at this time, but wishes to remain on the vendor selection list for other office furniture, please send a written "NO BID" to the above address or call Roger Bruno at 503-248-5111 and submit a verbal "NO BID" no later than November 22, 1988.

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

**EQUIVALENT PRODUCTS**

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

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

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

**METHOD OF AWARD**

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

**BASIS OF AWARD**

Time is of the essence for this order and the award will not be based solely on price. The award may be based on the best combination of price and earliest delivery date that can meet the specifications of this bid.

INVITATION FOR BIDS, continued  
Bid No. B43-100-3195

Page 4

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**CLARIFICATION**

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

Roger A. Bruno, 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 or the project given out by County managers, employees, or agents to prospective bidders shall not bind Multnomah county. All Addenda shall be issued by the Purchasing Director not later than five (5) days prior to bid opening.

**CANCELLATION**

Multnomah County reserves the right to cancel award of 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 proposal.

**TERMS OF PAYMENT**

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

Please indicate terms in space provided on Page 6. If terms are not indicated on the bid, the invoice(s) will be paid on a net 30 days basis.

**F.O.B.**

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

Multnomah County  
Social Services Division  
426 S.W. Stark, 7th Floor  
Portland, OR 97204

MULTNOMAH COUNTY, OREGON

INVITATION FOR BIDS, continued  
Bid No. B43-100-3195

Page 5

	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
1. Executive Chair w/Arms (Steelcase Sensor #458-1425) or equal	2	each		
2. Side Chairs w/Arms (Stont #811) or equal	20	each		
3. Guest Chairs, Armless (Boling #8003) or equal	26	each		
4. Bookcase (HSI 4812) or equal	20	each		
5. Credenza (Alma #1720) or equal	1	each		
6. Mobile Computer Station (Haskell #ET048306W) or equal	2	each		
7. Mobile Computer Station, stand alone (Haskell #ET048306W) or equal	1	each		
8. Oversurface Storage Unit (Haskell #OSU48292) or equal	2	each		
9. Double Pedestal Desk (Haskell Bravo Series #600, EBD603AC) or equal	10	each		
<i>Total</i>				

TERMS OF PAYMENT: % \_\_\_\_\_

RB:CLS  
103188

T0: The Portland Business Today/DJC

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

**MULTNOMAH COUNTY**

**BRIDGE SHOP OFFICE**

Bids Due December 1, 1988 at 2:00 P.M.  
Bid No. B61-100-3199

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

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: M A N D A T O R Y** - November 18, 1988, 10:00 am, 1403 S.W. Water, Portland, Oregon.

**PREQUALIFICATION OF BIDDERS** Pursuant to the Multnomah County Public Contract Review Board Administrative Rules (AR 40.030) Prequalification shall be mandatory for this project for the following class(es) of work: Building Alteration and Repair

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.

**MINORITY AND WOMEN BUSINESS UTILIZATION:** All bidders are hereby specifically advised that these conditions require a minimum of 10 % of the total bid amount for Minority Business Enterprise participation in one or more of the following subcontract areas: bidders option, and 2 % of the total bid amount for Women Business Enterprises participation in one or more of the following subcontract areas: bidders option.

**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 November 10, 1988

T0: The Scanner

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

**MULTNOMAH COUNTY**

**BRIDGE SHOP OFFICE**

Bids Due December 1, 1988 at 2:00 P.M.  
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Contractors and subcontractors must be licensed for asbestos abatement work if the project involves working with asbestos.

**MINORITY AND WOMEN BUSINESS UTILIZATION:** All bidders are hereby specifically advised that these conditions require a minimum of 10 % of the total bid amount for Minority Business Enterprise participation in one or more of the following subcontract areas: bidders option, and 2 % of the total bid amount for Women Business Enterprises participation in one or more of the following subcontract areas: bidders option.

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

LILLIE WALKER, DIRECTOR  
PURCHASING SECTION

Publish Week of November 14, 1988



TO: The Portland Observer

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

**MULTNOMAH COUNTY**

**BRIDGE SHOP OFFICE**

Bids Due December 1, 1988 at 2:00 P.M.  
Bid No. B61-100-3199

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interior remodeling and construction of office space.

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.

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

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LILLIE WALKER, DIRECTOR  
PURCHASING SECTION

Publish Week of November 14, 1988

PROJECT NUMBER BS 8801  
PROJECT Bridge Shop Office  
LOCATION 1403 S.W. Water Avenue  
KIND OF WORK Construction, Alteration & Repair  
SUBMITTED BY Facilities Management  
BID NUMBER 861-100-3199  
BID ADVERTISEMENT DATES Nov. 10, 15, 16, 1988  
BID OPENING DATE December 1, 1988

**PROJECT MANUAL FOR CONSTRUCTION**



**MULTNOMAH  
COUNTY**

DEPARTMENT OF ENVIRONMENTAL SERVICES  
FACILITIES AND PROPERTY MANAGEMENT DIVISION

2505 S.E. 11TH AVENUE  
PORTLAND, OREGON 97202  
(503) 248-3322

**MULTNOMAH COUNTY PROJECT MANUAL**

**DEPARTMENT OF ENVIRONMENTAL SERVICES  
FACILITIES AND PROPERTY MANAGEMENT DIVISION**

**2505 S.E. 11TH AVENUE**

**PORTLAND, OR 97202**

**(503) 248-3322**

**PROJECT NO. \_\_\_\_ BS 8801 \_\_\_\_**

**ARCHITECTS:**

Lane Brown  
510 N.W. 3rd  
Portland, OR 97209  
(503) 248-1088

**STRUCTURAL ENGINEERS:**

**MECHANICAL ENGINEERS:**

Kaplan Engineering  
6319 N. Commercial  
Portland, OR 97217  
(503) 283-1035

**ELECTRICAL ENGINEERS:**

GMA Engineers  
310 S.W. 4th Ave.  
Portland, OR 97204  
(503) 222-1525

**PROJECT MANAGER:**

Randall C. Shannon  
Facilities Management  
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Portland, OR 97202  
(503) 248-3322

**PURCHASING DIRECTOR:**

Lillie M. Walker  
Purchasing Section  
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## SECTION 00200

## INSTRUCTIONS TO BIDDERS

### ARTICLE 1: Defined Terms

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

### ARTICLE 2: Copies of Bid Documents

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

### ARTICLE 3: Bidding Pages

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

### ARTICLE 4: Bid Form

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



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

#### **ARTICLE 5: Bid Bond**

Bid Bond shall be made payable to Multnomah County, in an amount of ten (10) percent of the Bidder's maximum Bid price and in the form of a certified check, cashier's check or a Bid Bond on form similar to Section 00130 Bid Bond issued by a Surety meeting the requirements of paragraph 5.1 of the General Conditions.

#### **ARTICLE 6: Submission of Bids**

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

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

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

#### **ARTICLE 8: Prequalification**

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

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

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

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

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

## **ARTICLE 9: Examination of Bid Documents and Site**

- 9.1 Before submitting a Bid, each Bidder must: (a) examine the Bid Documents thoroughly; (b) visit the site to become familiar with local conditions that may in any manner affect cost, progress or performance of the Work; (c) become familiar with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Work; and (d) study and carefully coordinate Bidder's observations with the Bid Documents.
- 9.2 Before submitting the Bid, each Bidder will, at no expense to the County, make such additional investigations and tests as the Bidder may deem necessary to determine the Bid for performance of the Work.
- 9.3 On request, and up to five (5) days before Bid opening, Owner will provide each Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of the Bid.
- 9.4 The submission of a Bid will constitute an indisputable representation by the Bidder that Bidder has complied with every requirement of this Article 9 and that the Bid Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of Work.

## **ARTICLE 10: Interpretations**

- 10.1 Questions about the meaning or intent of the Bid Documents shall be submitted to the Purchasing Director in writing. The envelope shall be clearly marked "QUESTION REGARDING BID NO. \_\_\_\_\_." Replies will be issued by Addenda mailed or delivered to all parties recorded by Multnomah County as having received the Bid Documents.
- 10.2 Questions received less than seven (7) days prior to the date for opening of Bids will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

## **ARTICLE 11: Cancellation**

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

**PERFORMANCE - PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: That we \_\_\_\_\_  
(Name of Contractor)

a \_\_\_\_\_ hereinafter called "Principal" and  
(Corporation, Partnership, or Individual)

\_\_\_\_\_ of \_\_\_\_\_, State of \_\_\_\_\_,  
(Surety)

hereinafter called the "Surety", are held and firmly bound unto Multnomah County, Oregon, hereinafter called "County"

in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)  
in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs,  
executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with the  
County, dated the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, a copy of which is hereto attached and made  
a part hereof for the construction of:

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

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

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

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

IN WITNESS WHEREOF, this instrument is executed in five (5) counterparts, each one of which shall be deemed as original, this the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_.

ATTEST:

_____	_____
(Principal) Secretary	Principal
(SEAL)	By _____ (S)
_____	_____
Witness as to Principal	(Address - Zip Code)
_____	
(Address - Zip Code)	

ATTEST:

_____	_____
(Surety) Secretary	Surety
(SEAL)	By _____
_____	Attorney-in-Fact
Witness to Surety	_____
_____	(Address - Zip Code)
(Address - Zip Code)	

APPROVED AS TO FORM:

JOHN B. LEAHY  
\_\_\_\_\_  
County Counsel  
  
By \_\_\_\_\_

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

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

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

**ARTICLE 2: Award of Contract**

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

**ARTICLE 3: Bid and Performance Bonds**

- 3.1 Paragraph 5.1 of the General Conditions and the Supplementary Conditions set forth Multnomah County's requirements as to performance and other Bonds. When the Successful Bidder delivers the executed Agreement to Multnomah County, it shall be accompanied by a Performance Bond in the full amount of the contract. The bond must be satisfactory to the County Chair in the full amount of the contract price for the faithful performance of the contract in all respects. No contract shall be binding until said bond is furnished and approved by the County Chair of Multnomah County and, if said bond is not furnished within the said five (5) days herein specified, the contract shall be immediately terminated without any notice of further action by either party.
- 3.2 The Bid Bond of the Successful Bidder will be retained until such bidder has executed the Agreement and furnished the required Contract Performance Bond whereupon it will be returned.
- 3.3 The Bid Bond of the three apparent lowest Bidders may be retained by Owner until either the fifteenth day after the Notice of Award is given by Multnomah County and the required Contract Security is furnished, or the forty-sixth day after the Bid opening, whichever is less. Bid Bonds of other Bidders will be returned within fifteen days after the Bid opening.

#### ARTICLE 4: Signing of Agreement

When Multnomah County gives a Notice of Award to the Successful Bidder, it will be accompanied by at least four unsigned duplicates of the Agreement and all other Contract documents. Within five days thereafter, Contractor will sign and deliver at least four duplicates of the Agreement to Multnomah County with all other Contract Documents attached. Within ten days thereafter, Multnomah County will deliver all fully signed duplicates to Contractor.

#### ARTICLE 5: Special Legal Requirements

- 5.1 The Contract shall be made expressly conditional upon future appropriations by the Board of County Commissioners to fund its provisions, in the event that performance and payment extends into the fiscal year subsequent to the year of award.
- 5.2 The Contractor in performing his contract will pay and will cause to be paid by his subcontractors not less than the prevailing rate of wages as called out in the Project Manual for Multnomah County, per hour, per day, and per week for and to each and every workman who may be employed in and about the performance of his contract.

#### ARTICLE 6: Commencing Work

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

SECTION 00700

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into, in quintuplicate, this  
by and between Multnomah County, Oregon, hereinafter called the County, the part  
of the first part, and \*

hereinafter called the Contractor, part of the second part.

WITNESSETH, That the said Contractor, in consideration of the sums to be  
paid to him by said County in the manner and at the times hereinafter provided,  
and of the other covenants and agreements herein contained, hereby agrees, for  
himself, his heirs, administrators, successors and assigns, to perform and to  
complete the work hereinbefore described, furnishing the necessary machinery,  
tools, apparatus, materials, and labor, and doing all things in accordance with  
such modifications of the same and other directions as may from time to time be  
made or given by the Director of Environmental Services.

GUARANTEE AND MAINTENANCE OF CONSTRUCTION:

The Contractor further guarantees any and all work performed by him under  
this contract against defective or improper workmanship or materials, the terms  
of the guarantee being set out in the general provisions, and he agrees to make  
such repairs and to do such other work as may be necessary to maintain the same  
in good condition, making such repairs and doing such other work under and in  
accordance with the terms and conditions also described in the general  
provisions.

\* Give here the name of the contractor, the form of organization, the recognized  
address and the names of the president, treasurer and manager or the names of  
all co-partners.

#### CONTRACT DOCUMENTS:

It is further agreed that said plans and specifications on file with the Purchasing Director and also the general provisions, construction details, special provisions and schedule of contract prices, annexed to this contract agreement, are hereby specifically referred to and made a part of this contract, and shall have the same force and effect as though all of the same were fully inserted herein.

The Contractor further agrees to promptly, as due, make payments to all persons supplying to such Contractor labor or material for the prosecution of the work provided for herein, and that said Contractor shall not permit any lien or claim to be filed or prosecuted against the County, on account of any labor or material furnished, and that no person shall be employed by said Contractor for more than eight hours in any one day, or forty hours in any one week unless in case of necessity, emergency, or where the public policy absolutely requires it, and in such cases such laborer shall be paid at least time-and-a-half pay for all overtime in excess of eight hours a day, and for work performed Saturdays and on legal holidays.

The Contractor covenants and agrees that in performing his contract he will pay and cause to be paid not less than the prevailing rate of wages as of the date of his bid in Multnomah County, per hour, per day, and per week for and to each and every workman who may be employed in and about the performance of this contract.

In the event that said Contractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished by any person in connection with this contract as said claim becomes due, whether said services and labor be performed for said Contractor or for a subcontractor, then, and in such event, the County may pay such claim to the person or persons furnishing such labor or services and charge the amount thereof against funds due or to become due said Contractor by reason of this contract. The payment of any such claim in the manner herein authorized shall not, however, relieve Contractor or his surety from his or its obligation with respect to any unpaid claims.

The Contractor further agrees that this contract may be cancelled at the election of the County for any wilful failure or refusal on his part to faithfully perform the contract according to its terms and the requirements of Law.

#### PAYMENTS:

In consideration of the faithful performance of the work herein embraced, as set forth in the contract agreement, general provisions, construction details, special provisions, schedule of contract prices and all general and detailed specifications and plans which are part hereof, in accordance with the directions of the Director of Environmental Services and to his satisfaction, the said County agrees to pay to said Contractor the amount earned computed from the actual quantities of work performed, and to make such payments in the manner and at the times provided in the general provisions hereto appended.



IN WITNESS WHEREOF, said County of Multnomah, acting through the duly authorized County Chair of Multnomah County, executes this contract and the said Contractor does sign and seal the same as of the day and year in this contract first above mentioned.

Attest:

MULTNOMAH COUNTY, OREGON

By \_\_\_\_\_  
County Chair  
Party of the First Part

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Contractor  
Party of the Second Part

APPROVED AS TO FORM:

In the presence of:

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

\_\_\_\_\_  
Witness  
\_\_\_\_\_

SECTION 00800 SUPPLEMENTARY CONDITIONS

PART 1 - GENERAL

1.1 STATUS OF GENERAL CONDITIONS:

- A. Supplements in this Section modify, change, delete from or add to Section 00900 GENERAL CONDITIONS of the Contract.
- B. Where any Article, Paragraph or subparagraph of the GENERAL CONDITIONS is modified or deleted by these supplements, the unaltered provisions of that Article, Paragraph or subparagraph shall remain in effect.

1.2. MODIFICATIONS TO GENERAL CONDITIONS:

A. DEFINITIONS

- 1. Owner: For the purposes of this Contract, Owner shall be Multnomah County, Oregon, as represented by its authorized representatives for contractual agreements.
- 2. Provide: To furnish, install, connect, finish and maintain a product or material until Substantial Completion.
- 3. Approved: And similar words like approval, acceptable, directed, required, and selected are in reference to the judgment of the Design Professional and/or Owner's Representative.
- 4. Indicated: As shown on Drawings, as called for in the Project Manual, or both.

B. BONDS AND INSURANCE

- 1. The insurance required by Paragraphs 5.3 and 5.4 shall be written for not less than the following limits or greater if required by law:
  - a. \$100,000 for bodily injury, sickness, disease or death for each person.
  - b. \$300,000 for bodily injury, sickness, disease or death for each accident.
  - c. \$50,000 for property damage for each accident.
- 2. The Contractor shall furnish one copy each of Certificates of Insurance herein required for each copy of the Agreement which shall specifically set forth evidence of all coverage required by Paragraphs 5.3 and 5.4. The form of the certificate shall be AIA Document G705, Certificate of Insurance. The Contractor shall furnish to the Owner copies of any endorsements that are subsequently issued amending coverage or limits.

3. The form of policy for this coverage shall be completed value.
4. If by the terms of this insurance any mandatory deductibles are required, or if the Owner should elect to increase the mandatory deductible amounts or purchase this insurance with voluntary deductible amounts, the Owner shall be responsible for payment of the amount of the deductible in the event of a paid claim.

C. CONTRACTOR'S RESPONSIBILITIES

Contractor shall comply with applicable provisions of ORS Chapters 187 and 279 and other conditions and terms necessary to be inserted into public contracts in the State of Oregon, as if such provisions were part of this agreement.

D. OWNER'S RESPONSIBILITIES

In performing any acts required of any official of Multnomah County in exercising any power authorized by this Contract, there will be no liability upon said official or authorized agents either personally or as Multnomah County officials, it being understood that they act as agents for and on behalf of Multnomah County for this Contract.

E. MINORITY AND WOMEN BUSINESS ENTERPRISE UTILIZATION (MBE/WBE)

The following bid conditions specifically address the utilization of Minority and Women Business Enterprises in awarding public works contracts by Multnomah County in accordance with the Public Contract Review Board's (PCRB) Administrative Rules, Division 60.

1. Multnomah County uses the following definitions throughout the project manual:
  - a. Minority Business Enterprise: A business concern which is at least 51% owned by one or more minority individuals, or in the case of a corporation, at least 51% of the stock which is owned by one or more minority individuals and whose management and daily business operations are controlled by one or more of the minority stockholders.
  - b. Minority Individual: A person who is a citizen or lawful permanent resident of the United States and who also is a:
    - (1) Black American or person having origins in any of the Black racial groups of Africa.
    - (2) Hispanic American or person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
    - (3) Native American or person who is an American Indian, Eskimo, Aleut or Native Hawaiian.

- (4) Asian-Pacific American or person whose origin is from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Phillipines, Samoa, Guam, the United States Trust Territories of the Pacific or the Northern Marianas.
  - (5) Asian-Indian American or person whose origin is from India, Pakistan or Bangladesh.
- c. Women Business Enterprise (WBE): A business at least 51 percent of which is owned by women or, in the case of a corporation, at least 51 percent of the stock of which is owned by women and whose management and daily business operations are controlled by one or more women stockholders.
  - d. Set-Aside Program: Refers to contracts subject to bid and/or award to Minority Business Enterprises and Women Business Enterprises only.
  - e. Hereinafter Minority Business Enterprises and Women Business Enterprises may be abbreviated to read MBE and WBE, respectively.
- 2. All bidders are hereby advised that these conditions require a minimum of the percentage of the total bid amount for Minority and Women Business Enterprise participation as listed in Section 00050 "Invitation to Bid."
  - 3. Commitment to MBE/WBE utilization by the contractor shall be a condition of award of the contract pursuant to PCRB's Administrative Rules, Division 60.
  - 4. **Multnomah County honors Oregon State Executive Department's certification only.** Multnomah County will maintain a list of certified MBE/WBEs which may be obtained from the Purchasing Section, 2505 S.E. 11th Avenue, Portland, Oregon, 97202, (503) 248-5111. Multnomah County does not guarantee the current certification status of the firms listed in the directories. The furnishing of this information is neither a recommendation nor a representation of the qualifications or availability of the firms.
  - 5. The Prime Contractor shall be required to indicate MBE/WBE utilization equal to or greater than the project goal; or, indicated best efforts to attain the goal to be considered a responsive bidder.
    - a. To document the intent to fulfill the MBE/WBE utilization requirement, all Bidders are required to complete a Minority/Women Business Enterprise Utilization Form and include it with the bid documents. With submission of the bid, all bidders must identify MBE and WBE subcontractors to be utilized, the work to be performed, and dollar amount of subcontracted work. Subcontractors listed in the bid shall not be replaced without prior written approval of the County Purchasing Director; doing so shall be grounds for a contract award to be refused by the County.
    - b. If a bidder has not met the MBE/WBE requirements but had applied good faith efforts, the contractor must write in "good faith applied." No documentation of good faith effort would have to be included with bid forms. However, all good faith efforts must have been done prior to bid opening.

- b. If a bidder has not met the MBE/WBE requirements but had applied good faith efforts, the contractor must write in "good faith applied." No documentation of good faith effort would have to be included with bid forms. However, all good faith efforts must have been done prior to bid opening.
  - c. With submission of the bid, all Bidders must identify MBE and WBE subcontractors to be utilized, the work to be performed and dollar amount of subcontracted work. Subcontractors listed in the bid shall not be replaced without prior written approval of the County's Purchasing Director: doing so shall be grounds for a contract award to be refused by the County.
6. Only expenditures to MBE/WBEs that perform a substantial and commercially useful function in the work of a contract may be counted by a bidder toward the bidder's MBE/WBE goal.
- a. An MBE/WBE is considered to perform a substantial and commercially useful function when it is responsible for execution of a distinct element of the work of a contract in carrying out its responsibilities by actually performing, managing, and supervising the work involved.
  - b. In the event that questions arise, or an appeal or protest is filed, the County, at its option, may determine whether an MBE/WBE is performing a substantial and commercially useful function by evaluating the amount of work subcontracted, industry practices, experience, key personnel and equipment, and other relevant factors, including without limitation whether the supplier is supplying items from an inventory owned by the MBE/WBE and whether the MBE/WBE is at a bona fide selling level in the normal line of distribution for the product supplied and has a written agreement with the manufacturer for items not normally held in inventory such as large pieces of equipment.
  - c. It is possible for an MBE/WBE to be certified as MBE/WBE but be engaged in activities that are not considered a substantial and commercially useful function by the County. When this occurs, the County will not consider participation by these MBE/WBEs as counting toward fulfillment of the Bidder's MBE/WBE requirement.
7. Requirements for MBE and WBE participation is counted in accordance with the following:
- a. The total dollar value of a contract or subcontract awarded to MBE, prime contractors or subcontractors, is counted toward the MBE goals. If an MBE firm subcontracts to a non MBE firm, only that portion of the work performed by the MBE will be counted towards the goal.

- b. The total dollar value of a contract or subcontract awarded to WBE, prime contractors or subcontractors, is counted toward the WBE goals. If a WBE firm subcontracts to a non WBE firm, only that portion of the work performed by the WBE will be counted towards the goal. A business owned by minority women may be counted toward fulfillment of the goal for the participation of women business enterprises and/or minority business enterprises.
  - c. In joint venture contracts or subcontracts, the maximum dollar value counted toward the MBE or WBE goal is equal to the percentage of participation and control of the MBE/WBE partner.
  - d. Expenditures for materials or supplies obtained from MBEs or WBEs will be counted 100%. Where a MBE or WBE acts as a broker or agent, only the commission or fee earned may be counted towards the contractor's goals. This commission or fee will not be counted if the MBE or WBE performs no substantive service.
8. The prime contractor shall be required to indicate MBE/WBE utilization equal to or greater than the project goal, or indicate good faith effort to attain the goal to be considered a responsive bidder. Performing all of the following actions by a bidder constitutes a rebuttable presumption that the bidder has made a good faith effort to satisfy the subcontracting requirement:
- a. The bidder attended any presolicitation or prebid meetings that were scheduled by the contracting agency to inform minority business enterprises of contracting and subcontracting or material supply opportunities available on the project;
  - b. The bidder identified and selected specific economically feasible units of the projects to be performed by minority business enterprises in order to increase the likelihood of participation by such enterprises;
  - c. The bidder advertised in general circulation, trade association, minority and trade oriented publications, if any, concerning the subcontracting or material supply opportunities;
  - d. The bidder provided written notice to a reasonable number of specific minority business enterprises, identified from a list of certified minority business enterprises provided or maintained by the City, soliciting bids for the selected subcontracting or material supply work, in sufficient time to allow the enterprises to participate effectively;
  - e. The bidder followed up initial solicitations of interest by contacting the enterprises to determine with certainty whether the enterprises were interested;

- f. The bidder provided interested minority business enterprises with adequate information about the plans, specifications and requirements for the selected subcontracting or material supply work;
  - g. The bidder negotiated in good faith with the enterprises, and did not without justifiable reason reject as unsatisfactory bids prepared by any minority business enterprises;
  - h. Where applicable, the bidder advised and made efforts to assist interested minority business enterprises in obtaining bonding, lines of credit or insurance required by the contracting agency or contractor; and
  - i. The bidder's efforts to obtain minority business enterprise participation were reasonably expected to produce a level of participation sufficient to meet the goals or requirement of the public contracting agency.
9. No substitutions of subcontractors is allowed after bid opening until the bid has been awarded.
- MBE/WBE subcontractors listed in the bid may be replaced after the bid award only with prior approval of the Purchasing Director. Failure to obtain the Purchasing Director's approval may be grounds for the County to cancel the contract and/or assess liquidated damages.
10. If a circumstance arises after the award that reduces MBE and WBE participation, the following procedures will be followed:
- a. The contractor shall contact the Director of Purchasing in writing within five working days and request a meeting with the Director. Failure to do so may result in the cancellation of the contract and/or assessment of liquidated damages.
  - b. At the meeting, the contractor shall present the Purchasing Director with the circumstances which brought about the reduction in MBE and WBE participation and what actions are planned to bring the MBE and WBE participation back to the goal.
  - c. The Purchasing Director shall evaluate the circumstances that brought about the reduction and determine if the reduction warrants:
    - (1) Assessment of liquidated damages, or
    - (2) Acceptance of the contractor's circumstances as being beyond contractor's control.
    - (3) If the Purchasing Director assesses liquidated damages, the amount will be determined at the completion of the contract, based on the difference between the contract qualifying percentage and the actual percentage of MBE and WBE participation. The percentage difference will be multiplied by the contract price, excluding change orders, and the product will be the amount of liquidated damages.

Section 00820      EQUAL EMPLOYMENT OPPORTUNITY PROVISIONS  
Portland Area Affirmative Action Plan  
For All Construction Contracts to be Awarded in  
Multnomah County, Oregon

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

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

PART I

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

PART II

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### PART III COMPLIANCE AND ENFORCEMENT

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

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

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

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

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

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

#### PART IV GENERAL REQUIREMENTS

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

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

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

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

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

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

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

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

#### RECORDS AND REPORTS

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

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

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

<b>STANDARD FORM - 257</b> (Aug. 1976) As prescribed by the Dept. of Labor (OPCCP)				<b>MONTHLY EMPLOYMENT UTILIZATION REPORT</b> (See reverse for instructions)				Reporting Period (Month, Year)			
This report is required by Executive Order 11246, Section 203. Failure to report can result in sanction: which include suspension, termination, cancellations or debarment of contract.											
To: (Name and location of Compliance Agency)  Multnomah County Department of Environmental Svcs. 2505 S.E. 11th Avenue Portland, Oregon 97202					From: (Name and location of contractor)						
1.  Company's Name (I.D.)	2.  Trade	3.  Work Hours of Employment (See footnote)							4. % minority w/h of total w/h	5. Total number of minority Employ- ees	6. Total number of Employ- ees
		Classi- fica- tions	a. Total	b. * Black	c. * His- panic	d. * Amer. Indian	e. * Asian/ Pacific Island	f. * Total Male			
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## INSTRUCTIONS FOR FILING EMPLOYMENT UTILIZATION REPORT (SF-257)

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

Reporting Period . . . . . Self-explanatory.

Compliance Agency . . . . . U.S. Government contracting or administering agency responsible for equal employment opportunity on the project.

Contractor . . . . . Any contractor who has a construction contract with the U.S. Government or applicant (See OFCCP Regs. 60-1.3).

1. Company's Name . . . . . Any contractor or subcontractor who has a federally involved contract.

2. Trade . . . . . Only those crafts covered under applicable Federal EEO bid conditions.

3. Work-hours of Employment . . . . . The total number of hours worked by all employees in each classification; the total number of hours worked by each minority group in each classification and the total work-hours for all women.

Classification . . . . . The level of accomplishment or status of the worker in the trade. (C=Craftworker-Qualified; Ap=Apprentice; Tr=Trainee.)

4. Percent of minority work-hours of total work-hours . . . . . The percentage of total minority work-hours worked of all work-hours worked. (The sum of columns b, c, d and e divided by column a.)

5. Total number of minority employees . . . . . Number of minority employees working in contractor's aggregate work force during reporting period.

6. Total number of employees . . . . . Number of all employees working in contractor's aggregate work force during reporting period.

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



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



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

Effective July 1, 1988



## BUREAU OF LABOR AND INDUSTRIES

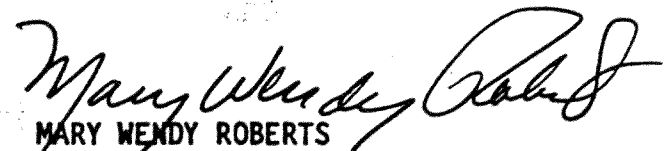
Mary Roberts, Commissioner

July 1, 1988

This booklet contains the Prevailing Wage Rates for the building and construction trades in the State of Oregon. These rates are effective July 1, 1988. These rates have been amended in accordance with ORS 279.348 through ORS 279.365.

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

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

  
MARY WENDY ROBERTS  
Commissioner  
Bureau of Labor and Industries

PORTLAND  
1400 SW 5th Avenue  
Portland, Oregon 97201

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  
1230 NE Third, Suite A244  
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

### ANNOUNCEMENT

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

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

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

### GENERAL INFORMATION

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

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

Bend	388-6330
Eugene	686-7623
Medford	776-6013
Pendleton	276-7884
Portland	229-5750
Salem	378-3292

### Apprentices and Trainees

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

### Zone Pay

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

### Bid Specifications

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

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

### Fringe Benefits

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

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

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

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

### Overtime

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

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

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

## Certification of Payroll

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

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

## COMMONLY ASKED QUESTIONS

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

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

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

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

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

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

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

### COMMONLY ASKED QUESTIONS (Continued)

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

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

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

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

6) How do I classify workers?

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

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

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

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

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

8) How do I post Prevailing Wage Rates?

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

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

### COMMONLY ASKED QUESTIONS (Continued)

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

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

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

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

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

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

11) How much do I pay apprentices?

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

## COMMONLY ASKED QUESTIONS (Continued)

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

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

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

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

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

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

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

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

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



TRADES	BASIC HOURLY RATE	FRINGE BENEFITS	TRADES	BASIC HOURLY RATE	FRINGE BENEFITS	
<b>ASBESTOS WORKERS</b>			<b>DREDGING</b>			
Including insulation of piping and other mechanical surfaces.			o Leverman-Hydraulic			
	\$15.40	\$3.78		19.49	4.67	
<b>BOILERMAKERS</b>				20.27	4.67	
	19.67	4.50	o Asst. Engineer (including: Watch Engineer, Welder, Mechanic, Machinist)			
<b>BRICKLAYERS/Stonemasons</b>				18.88	4.67	
Area 1			o Tenderman (Boatman, Attending Dredge Plan); Fireman			
	18.28	3.68		18.43	4.67	
Area 2			o Assistant Mate (Deckhand); Oiler			
	16.25	3.88		18.04	4.67	
Area 1			<b>DRYWALL/WETWALL</b>			
Baker Hood River Polk Wallowa			o Drywall (Accoustical and Drywall Applicator)			
Clackamas Malheur (a) Sherman Wasco (b)				15.95	4.02	
Clatsop Marion Tillamook Washington			o Wetwall (Lather)			
Columbia Morrow Umatilla Yamhill				15.10	4.87	
Gilliam Multnomah Union			<b>ELECTRICIANS</b>			
Area 2			Area 1:			
Benton Douglas Josephine Linn			o Electricians			
Crook Grant Klamath Malheur (c)				16.33	3.15	
Coos Harney Lake Wasco (d)			o Cable Splicers			
Curry Jackson Lane Wheeler				17.96	3.22	
Deschutes Jefferson Lincoln			Area 2:			
a) North half			o Electricians			
b) North of the City of Maupin				20.71	5.63	
c) South half			o Cable Splicers			
d) Including the City of Maupin and South thereof				21.75	5.66	
<b>CARPENTERS</b> (see page 11)			Area 3:			
<b>CEMENT MASONS</b> (see page 11)			o Electricians			
<b>DIVERS &amp; DIVERS' TENDERS</b>			16.50			
o Divers			4.94			
o Divers' Tenders			Area 4:			
Depth Pay and Enclosure Pay are added to the Divers' Basic Hourly Rate to obtain the Total Hourly Rate for the diver.			Where the cost of electrical work (labor and material) is <u>less</u> than or equal to \$100,000:			
BASIC HOURLY + DEPTH + ENCLOSURE = TOTAL RATE PAY PAY HOURLY PAY			o Electricians			
o Divers' Depth Pay				17.10	3.03	
Depth of Dive			o Cable Splicer			
Hourly Depth Pay				18.81	3.08	
50-100 ft			Where the cost of electrical work (labor and material) is <u>more</u> than \$100,000:			
100-150 ft			o Electricians			
150-200 ft				17.95	3.06	
o Divers' Enclosure Pay(working without vertical escape)			o Cable Splicer			
Distance Travelled				19.75	3.11	
In the Enclosure			Area 5:			
5 - 50 ft			o Electricians			
50 - 100 ft				19.80	4.29	
100 - 150 ft			o Cable Splicers			
150 - 200 ft				20.55	4.32	
200 - 300 ft			Area 6:			
300 - 450 ft			o Electricians			
450 - 600 ft				16.95	4.11	
			o Cable Splicers			
				18.65	4.16	
			Area 1 Area 2 Area 2(cont) Area 3			
			Malheur	Baker	Umatilla	Coos
			Gilliam	Gilliam	Union	Curry
			Grant	Morrow	Wallowa	Lincoln
					Wheeler	Douglas (a)
						Lane (a)

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

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

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

### ELEVATOR CONSTRUCTORS

#### Area 1

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

#### Area 2

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

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

#### Area 1

Umatilla  
Wallowa  
Union  
Baker

#### Area 2

All  
Remaining  
Counties

### GLAZIERS

Area 1	17.77	3.08
Area 2	13.76	1.72

#### Area 1

All Counties  
except Malheur

#### Area 2

Malheur

### IRONWORKERS

o Structural, Reinforcing, Ornamental, Riggers, Fence Erectors, Signal Men	18.26	5.81
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TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
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### LABORERS (see page 11)

### LIMITED ENERGY ELECTRICIANS

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

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

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

### LINE CONSTRUCTION

#### Area 1

##### Zone 1 (Base Rate):

o Group 1	21.68	4.31
o Group 2	19.59	4.24
o Group 3	15.35	4.09
o Group 4	16.89	3.34
o Group 5	14.78	3.27
o Group 6	13.90	3.24

##### Zone Differential (Add to Zone 1 Rate)

Zone 2	2.40
Zone 3	3.15
Zone 4	3.90
Zone 5	5.15

##### Group 3 receives Zone 1 Rate ONLY

##### (No Zone Differential)

#### Area 2:

o Cable Splicers	18.06	2.88
o Journeyman Lineman	16.42	2.82
o Line Equip. Mech. (Right-of-way)	15.55	2.79
o Line Equip. Oper.	14.81	2.77
o Line Equip. Srvcmn	14.57	2.76
o Groundman	11.55	2.65

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS	TRADES	BASIC HOURLY RATE	FRINGE BENEFITS	
<u>LINE CONSTRUCTION</u> (continued)			<u>PLASTERERS</u>			
<u>Area 1</u> All counties except Malheur County			Area 1 17.35 4.02 Area 2 16.93 4.01			
<u>Zone 1:</u> 0 to 3 miles from the geographical center of Medford and Portland			<u>Area 1</u> <u>Area 1(cont)</u> <u>Area 1(cont)</u> <u>Area 2</u>			
<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)			Benton Deschutes Lincoln (b) All Coos Harney Linn (b) remaining Crook Jefferson Wasco (b) counties Curry Klamath (a) Wheeler (b) Douglas Lane			
<u>Zone 3:</u> 20 to 35 miles radius			a) Northern one-third      b) South half			
<u>Zone 4:</u> 35 to 50 miles radius			<u>PLUMBERS &amp; STEAMFITTERS/PIPEFITTERS</u>			
<u>Zone 5:</u> Over 50 miles radius			Area 1 (Both) 19.08 4.85 Area 2 (Both) 21.75 4.91 Area 3 (Both) -on projects less than 20,000 sq. ft. 13.70 3.13 -on all other projects 17.25 4.00			
<u>Group 1</u>	<u>Group 2</u>		<u>Area 1</u>	<u>Area 2</u>	<u>Area 3</u>	
Cable Splicers	Certified Lineman Welder		Baker	Grant (b)	All remaining counties	
Leadman Pole	Heavy Line Equipment Man		Harney (a)	Morrow		
Sprayer	Lineman		Malheur	Umatilla		
	Pole Sprayer			Wallowa		
				Union		
<u>Group 3</u>	<u>Group 4</u>		a) Except Northwest Portion b) Except Southwest Corner			
Tree Trimmer	Line Equipment Man		<u>POWER EQUIPMENT OPERATORS</u> (see page 11)			
<u>Group 5</u>	<u>Group 6</u>		<u>ROOFERS</u>			
Head Groundman	Groundman		Area 1: o Roofers 14.85 3.70 o Handling coal tar pitch 16.34 3.70			
Jackhammer Man			Area 2: o Roofers 14.75 2.22 o Application or removal of coal tar products 16.75 2.22			
Powderman			Area 3: o Roofers 13.05 2.70 (When working with coal tar, add \$1.50 for each hour of regular and overtime.)			
<u>Area 2</u>			Area 4: o Roofers(a) 14.75 3.10			
Malheur County			Area 5: o Roofers(a) 17.38 2.55			
<u>MARBLE SETTERS</u> (Includes Granite)			(a) When working with Irritable Bituminous materials, add \$2.00 for each hour of regular and overtime.			
Area 1	19.28	3.68	<u>Area 1</u> <u>Area 1(cont)</u> <u>Area 2</u> <u>Area 2(cont)</u>			
<u>Area 1</u>			Baker Multnomah Benton Klamath			
Baker	Hood River	Sherman	Clackamas	Sherman	Coos	Lake
Clackamas	Malheur (a)	Tillamook	Clatsop	Tillamook	Crook	Lane
Clatsop	Morrow	Union	Columbia	Wasco	Curry	Lincoln
Columbia	Multnomah	Umatilla	Jefferson	Washington	Deschutes	Linn
Gilliam			Gilliam	Wheeler	Douglas	Marion
			Grant		Harney	Polk
			Hood River		Jackson	Yamhill
					Josephine	
a) North half						
b) North of the City of Maupin						
<u>PAINTERS &amp; DRYWALL TAPERS</u>						
Area 1						
o Painter & Drywall Tapers	12.02	2.01				
Area 2						
o Brush	13.21	3.26				
o Spray, sandblasting, other pressure blasting over 3000 psi, and steam cleaning	13.71	3.26				
o Wall covering including: paper hanging, gilding, and mural painting	13.71	3.26				
o Bridges or Over 50'						
-Brush	13.96	3.26				
-Spray	14.46	3.26				
o Drywall Tapers	15.48	4.05				
<u>Area 1</u>	<u>Area 2</u>					
Malheur County	Remaining Counties					

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
<b>ROOFERS (continued)</b>		
Area 3 Malheur	Area 4 Umatilla Union Wallowa	Area 5 Morrow
<b>SHEETMETAL WORKERS</b>		
Area 1	Building Trades Journeyman	16.90 4.51
	Architectural (a) Journeyman	14.74 3.81
Area 2		16.40 3.01
Area 3		18.86 4.11
Area 4		15.98 2.70
Area 5		16.13 2.70
Area 1		
Benton	Gilliam	Linn
Clackamas	Grant	Marion
Clatsop	Harney	Multnomah
Columbia	Hood River	Polk
Crook	Jefferson	Sherman
Deschutes	Lincoln	
Area 2	Area 3	Area 4
Baker	Morrow	Coos
Malheur	Umatilla	Curry
	Union	Lane (b)
	Wallowa	
		Area 5
		Douglas
		Klamath
		Lake
		Lane (c)
		Jackson
		Josephine
a) Architectural work is a job-site exterior work only on gutters, downspouts, scuppers, conductor heads, flashing, metal roofing and siding, including job-site roll formed, decking, louvers, gravity type ventilators, fascia, soffits, window wall, column covers, pre-engineered metal buildings and sandwich type wall systems such as Alucobond, Robertson, Molenco or Inryco.		
b) West of Coast Range c) East of Coast Range		
<b>SOFT FLOOR LAYERS</b>		
Area 1	15.15	3.40 + b
Area 2	12.99	2.01
b) plus 4% of basic hourly rate for employees with less than one year of service, 6% for those with more than one year.		
Area 1 - All counties except Malheur County		
Area 2 - Malheur County		
<b>SPRINKLER FITTERS</b>	20.30	3.75
<b>TENDERS TO MASON TRADES</b>		
Tenders for Bricklayers, Tile Setters, Marble Setters and Terrazzo Workers; Topping for Cement Finishers and Mortar Mixers.		
o Where the cost of brick and block masonry work (labor and material) is less than \$200,000 (this rate not applicable to fire brick, refractory material, cleaning, pointing, caulking or restoration work):		
	12.05	3.65
o All Other Work	14.05	3.65

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
<b>TENDERS TO PLASTERERS</b>		
o Where the cost of the plastering work (labor and material) is <u>less</u> than \$200,000:		
	12.05	3.65
o Where the cost of the plastering work (labor and material) is <u>more</u> than \$200,000:		
	13.56	3.65
<b>TILE SETTERS</b>		
Area 1	17.10	3.55
Area 2	16.05	2.65
Area 1	Area 1(cont)	Area 2
Baker	Polk	Benton
Clackamas	Sherman	Coos
Clatsop	Tillamook	Crook
Columbia	Umatilla	Curry
Gilliam	Union	Deschutes
Hood River	Wallowa	Douglas
Malheur(a)	Wasco (b)	Grant
Marion	Washington	Harney
Morrow	Yamhill	Jackson
Multnomah		Jefferson
a) North half c) South half		
b) North of Maupin d) Maupin and south thereof		
<b>TILE &amp; TERRAZZO HELPERS</b>		
Area 1	13.32	2.20
Area 1		
Baker	Hood River	Sherman
Clackamas	Malheur (a)	Tillamook
Clatsop	Morrow	Umatilla
Columbia	Multnomah	Union
Gilliam		Wallowa
		Wasco (b)
		Washington
		Yamhill (a)
a) North half b) North of Maupin		
<b>TRUCK DRIVERS (see Page 11)</b>		
<b>WELDERS; RIGGERS</b>		
Receive rate for craft performing operation to which welding and rigging are incidental.		
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TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
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**CARPENTERS, CEMENT MASONS, LABORERS, POWER  
EQUIPMENT OPERATORS and TRUCK DRIVERS**

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

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

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

**ZONE RATES AND DESCRIPTIONS**

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

(Add to Zone 1 Rate)

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

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

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

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

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

**Zone 5:** More than 80 miles.

**Cities**

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

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

LESS THAN  
100%      100%

Zone 1 (Base Rate):\*

o Group 1	14.54	17.52	3.67
o Group 2	14.66	17.67	3.67
o Group 3	14.74	17.77	3.67
o Group 4	14.86	17.92	3.67
o Group 5	14.62	17.62	3.67
o Group 6	14.70	17.72	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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### CEMENT MASONS<sup>1</sup>

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

Zone Differential for Cement Masons  
(Add to Zone 1 Rate)

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

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

Zone 2: More than 30 miles but less than 400 miles.

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

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

Zone 5: More than 80 miles.

### Cities

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

### LABORERS<sup>1</sup>

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

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

Group 1 Laborers (not involved in the pouring of concrete) on projects of less than \$1.0 million involving the construction, reconstruction, major renovation or painting of buildings. (The work done on a building must constitute at least 20% of the total project price to use this rate.) In determining the \$1.0 million figure, do not include the cost of underground utilities (i.e. the amount of the contract dedicated to facilities for electricity, water, gas, sewerage including storm water, and communications) which are five feet or more outside of and away from the building and are subordinate and incidental to the major purpose of the project.

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

#### Group 1

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

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

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

#### Group 2

Applicators (a)	Gunite or Pot Tender
Brush Cutters (b)	Handlers/Mixers (f)
Burners	Post Hole Digger, Air,
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	

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

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

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

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS	TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
<u>LABORERS (continued)</u>			<u>POWER EQUIPMENT OPERATORS (continued)</u>		
<u>Group 3</u>			<u>Group 1</u>		
Asbestos Removal	Power Saw Operators (d)		Assistant Conveyor	Partsman (tool room)	
Asphalt Rakers	Pumpcrete Nozzleman		Operator	Pump Operator (a)	
Bit Grinder	Sand Blasting (dry)		Brakeman/Switchman	Oiler (b)	
Concrete Saw Operator	Sewer Pipe Layers		Crusher Feeder	Scaffolding Operator (c)	
Drill Doctor	Sewer Timberman		Deckhand	Switchman	
Drill Operators (a)	Track Liners (e)		Guardrail Punch Oiler		
Guniting Nozzleman	Tugger Operator				
High Scalars,	Tunnel-Chuck Tenders,		a) Under 4 inches		
Strippers, Drillers(b)	Nippers, Timberman		b) Including Plant, Crane, Crusher, Guardrail		
Laser Beam (c)	Vibrator (4" and larger)		Equipment, and Trenching Machine		
Manhole Builder	Water Blaster		c) Self-propelled		
Powdermen	Welder				
a) Air Tracks, Cat Drills, Wagon Drills,			<u>Group 2</u>		
Rubber-mounted drills, and other similar			A-Frame Truck	Helicopter Radioman	
types			Operator (a)	(Ground)	
b) Covers work in Swinging Stages, chairs			Auger	Oiler (f)	
or belts, under extreme conditions unusual			Blade Operator (b)	Roller Operator (g)	
to normal drilling, blasting, barring-down,			Boatman	Tar Pot Fireman (h)	
or sloping and stripping			Crane Fireman (c)	Temporary Heating Plant	
c) Pipe laying, applicable when employee			Driller Tender	Operator	
assigned to move, set up, align Laser Beam.			Fork Lift or Lumber	Truck Crane Oiler/	
d) Bucking and falling			Stacker (d)	Driver (i)	
e) Anchor Machines, Ballast Regulators,			Grade Checker	Tugger or Coffin type	
Multiple Tampers, Power Jacks			Grade Oiler (e)	Hoist Operator	
			Heavy Duty Repairman	Welder's Tender	
			Tender		
<u>Group 4</u>			a) Single drum		
Laser Beam (Tunnel), applicable when employee			b) Pulled type		
assigned to move, set-up, align laser beam			c) All equipment except floating		
Tunnel Miners			d) On job site		
Tunnel Powderman			e) Required to check grade		
			f) Including combination guardrail machines		
<u>Group 5</u>			g) Grading of base rock (not asphalt)		
Fence Builder			h) Including power agitated type		
Flagger			i) 25 ton capacity and over		
Landscaping or planting laborer					
<u>POWER EQUIPMENT OPERATORS<sup>1</sup></u>			<u>Group 3</u>		
	LESS THAN	100%	Air Filtration	Hydrographic Seeder	
	100%	100%	Equipment	Machine (e)	
Zone 1 (Base Rate): <sup>2</sup>			Asphalt Plant Fireman	Hydrostatic Pump	
o Group 1	12.79	15.99	Ballast Jack Tamper	Mixer Box Operator (f)	
o Group 2	12.94	16.17	Bell Boy, Phones, etc	Motorman	
o Group 3	13.06	16.33	Broom Operator (a)	Pugmill Operator	
o Group 4	13.22	16.53	Bucket Elevator	(any type)	
o Group 5	13.26	16.57	Loader (b)	Pump Operator (g)	
o Group 6	13.34	16.68	Cement Hog	Ross Carrier Operator (h)	
o Group 7	13.40	16.75	Compressor Operator (c)	Tamping Machine (i)	
o Group 8	13.51	16.89	Concrete Saw and	Truck-mounted Asphalt	
o Group 9	13.58	16.98	Concrete Curing	Spreader (with screed)	
o Group 10	13.65	17.06	Machine (d)	Welding Machine Operator	
o Group 11	13.66	17.08	Conveyor Operator	Wire Mat or Brooming	
o Group 12	13.74	17.18	Hydraulic Pipe Press	Machine Operator	
o Group 13	13.82	17.28			
o Group 14	14.02	17.52	a) Self-propelled on job site		
o Group 15	14.17	17.71	b) Barber Greene and similar type		
o Group 16	14.37	17.96	c) Any power, under 1250 cubic feet total		
o Group 17	14.53	18.16	capacity		
o Group 18	14.73	18.41	d) Riding type		
o Group 19	14.87	18.59	e) Straw, pulp or seed		
			f) C.T.B. Drybatch, etc.		
			g) Any power, 4 inches and over		
			h) On job site		
			i) Mechanical self-propelled		

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

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

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS	TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
<u>POWER EQUIPMENT OPERATORS (continued)</u>			<u>POWER EQUIPMENT OPERATORS (continued)</u>		
<u>Group 4</u>			<u>Group 7</u>		
Combination Mixer & Compressor (a)	Helicopter Hoist Operator		A-Frame Truck (a)	Grouting Machine	
Compactor, including Vibratory	Hydra Hammer or similar types		Ballast Regulator	Hydraulic Backhoe (e)	
Compressor (Any Power (b))	Locomotive, under 40 tons		Ballast Tamper (b)	Locomotive, 40 tons & over	
Concrete Mixer Operator (c)	Lull Hi-Lift Operator (d)		Beltcrete	Pot Rammer	
Floating Equipment Fireman	Pavement Breaker		Boom Truck	Pumpcrete Operator (any type)	
Fork Lift, over 5 ton	Pump Operator (e)		Churn Drill/ Earth Boring Machine	Roller (any asphalt mix)	
	Roller Operator, Oiling C.T.B.		Concrete Mixer (c)	Shuttle Car	
	Screed Operator		Concrete Pump	Tie Spacer	
	Service Oiler (Greaser)		Elevating Grader (d)	Tower Mobile Operator	
			Fuller-Kenyon and similar	Track Liner	
a) Gunnite work			a) Double drum		
b) Over 1,250 cu. ft. total capacity			b) Multiple purpose		
c) Single drum, under five bag capacity			c) Single drum, five bag capacity and over		
d) Or similar type			d) Tractor towed requiring operator or grader		
e) More than 5 (any size)			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 5</u>			<u>Group 8</u>		
Chip Spreading Machine Operator	Pulva Mixer or similar types		Asphalt Paver Operator	Diesel-Electric	
Concrete Batch Plant Quality Control Operator	Slip Form Pumps, power driven hydraulic lifting device for concrete forms		Batch Plant and/or wet-mix (a)	Engineer (c)	
Elevator Operator	Sweeper, Wayne type (b)		Belt Loader (b)	Generator Operator	
Extrusion Machine	Tractor (c)				
Hoist, single drum	Trenching Machine (d)				
Lime Spreading (a)	Wagner Pactor (e)				
Power Jumbo, setting slip forms, etc. in tunnels.					
a) On job site			a) One and two drum		
b) Self-propelled on job site			b) Kolman and Ko Cal types		
c) Rubber-tired 50 H.P. flywheel and under			c) Plant, Crusher, Generator, Floating		
d) Maximum digging capacity 3 ft. depth					
e) Or similar type without blade					
<u>Group 6</u>			<u>Group 9</u>		
Asphalt Burner and Reconditioner	Concrete Spreader		Asphalt Plant Operator	Guardrail Punch and Auger (d)	
Cast-In Place Pipe Laying Machine	Curb Machine (b)		Bolt-Threading Machine	H.D. Mechanic and Welder	
Concrete Finishing Machine (A)	Loaders (c)		Boom-Type Lifting Device (a)	Hammer Operator	
Concrete Joint Machine	Maginnis Internal Full Slab Vibrator		Boring Machine	Hydraulic Backhoe (e)	
Concrete Paving Machine	Pavement Grinder and/or Grooving Machine (d)		Bulldozer	Lift Slab Machine	
Concrete Planer	Rock Spreaders (e)		Cherry Picker (a)(b)	Loader (f)	
			Chicago Boom (c)	Machine Tool Operator	
			Compactor with Blade	Pipe Cleaning, Doping, Bending and wrapping Machines	
			Concrete Cooling Machine	Side-boom Cat	
			Crusher Plant Operator	Stationary Drag Scraper	
			Drill Cat Operator	Surface Heater and Planer	
			Drill Doctor	Tractor (g)	
			Drill Doctor (Bit Grinder)	Tractor (h)	
			Grizzly Crusher	Trench Machine (i)	
a) Clary, Johnson, Bidwell, Burgess, Bridges Deck or similar type			a) 5 ton capacity or less		
b) Mechanical Berm, Curb and/or Gutter			b) Or similar type crane-hoist		
c) Rubber-tired type, 2 1/2 cu. yds. and under			c) And similar types		
d) Riding type			d) All types		
e) Self-propelled			e) Track type 3/8 cu. yds.		
			f) Front end and overhead, 2 1/2 cu. yds. and under 4 cu. yds.		
			g) With boom attachments		
			h) Rubber-tired over 50 H.P. flywheel		
			i) Maximum digging capacity over 3 ft. depth		



TRADES	BASIC HOURLY RATE	FRINGE BENEFITS	TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
<u>POWER EQUIPMENT OPERATORS (continued)</u>			<u>POWER EQUIPMENT OPERATORS (continued)</u>		
<u>Group 10</u>			<u>Group 14</u>		
Barge Operator, self-loading Bulldozer (a) Cable PLOW (any type) Combination H.D. Mechanic-Welder (b)		Compactor, multi-engine Dozers and Pushers (c) Driller (d) Jack Operator/Elevating Barges	Rubber-tired Scraper (a) Tower Crane Operator		
a) Twin engine (TC 12 and similar) b) With dispatcher and/or required to do both c) Rubber-tired (Michigan, Cat, Hough type) d) Percussion, Diamond, Core, Cable, Rotary and similar type			a) With Tandem Scrapers, self-loading, Paddle Wheel, Auger type, finish and/or 2 or more units		
<u>Group 11</u>			<u>Group 15</u>		
Clamshell, Hoe, etc. (a) Combination Guardrail Machines (b) Concrete Breaker Crane Operator (c)		Dragline Grade-Alls (a) Mixer Mobile Mucking Machine (tunnel) Shovel	Loader, 4 cu. yds., but less than 6 cu. yds. Rock Hound Operator		
a) Under 1 cu. yd. b) i.e., Punch, Auger, etc. c) 25 tons and under			<u>Group 16</u>		
<u>Group 12</u>			Autograder or "Trimmer" Automatic Concrete Slip Form Paver Cableway (a) Concrete Canal Line Crane (b) Floating Clamshell, etc., 3 cu. yds. and over		Floating Crane (Derrick Barge) (c) Loader (d) Rubber-tired Scraper (e) Shovel (f) Tandem Bulldozer (g) Wheel Excavator (h) Whirley, 80 ton and under
Batch Plant and/or Wet Mix (a) Blade Mounted Spreaders (b) Blade Operator Elevating Loader (c) Hoist, two or more drums		Paddle Wheel, Auger Type Piledriver (not crane type) Reinforced Tank Banding Machine (K-17 or similar) Rubber-tired Scraper (d) Shield Operator Single Scraper (e)	a) 25 tons and over b) Over 40 ton and including 100 ton c) 30 ton but less than 80 ton d) 6 cu. yds., but less than 12 cu. yds. e) With Tandem Scrapers, multi-engine f) 3 cu. yds., but less than 5 cu. yds. g) Quad-nine and similar h) Under 750 cu. yds. per hour		
a) 3 units or more b) Ulrich and similar types c) Athey and similar d) Single and twin engine e) With Push-pull attachments, self loader			<u>Group 17</u>		
<u>Group 13</u>			Canal Trimmer Crane (a) Floating Crane (b)		Loader (c) Shovel, etc. (d) Whirley (e)
Back Filling Machine Blade (a) Blade, multi-engine Blade Operator, finish Bridge Crane Operator (b) Cableway Operator (c) Concrete Paving Road Mixer Crane (d)		Derrick, under 100 tons Elevating Grader (e) Floating Clamshell, etc. (f) Floating Crane (g) Grade-all, 1 cu. yd. and over Hoist (h) Piledriver Operator Shovel, etc (i)	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		
a) Externally controlled by electronic, mechanical hydraulic manes b) Locomotive Crane, Gantry and Overhead c) 25 ton and over d) Over 25 ton and including 40 tons e) Operated by Tractor Operator, Sierra, Eculid, or similar f) Under 3 cu. yds. g) Derrick Barge, less than 30 ton h) Stiff Leg, Guy Derrick, or similar, 50 tons and over i) 1 cu. yd. and less than 3 cu. yds.			<u>Group 18</u>		
			Band Wagons (a) Crane (b) Floating Crane (c)		Wheel Excavator (d) Whirley (e)
			a) In conjunction with Wheel Excavator b) Over 200 ton c) 150 ton but less than 250 ton d) Over 200 ton e) 150 ton and over		
			<u>Group 19</u>		
			Floating Crane (a) Helicopter (b)		Remote Controlled Earth Moving Equipment Under Water Equipment (c)
			a) 250 ton and over b) When used in erecting work c) Remote or otherwise		

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS	TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
<u>TRUCK DRIVERS</u> <sup>1</sup>			<u>TRUCK DRIVERS (Continued)</u>		
	LESS THAN 100%	100%			
Zone 1 (Base Rate): <sup>2</sup>			Lumber Carrier, Driver-Straddle Carrier—used in loading, unloading and transportation of material on job site. . . . .		4
o Group 1	12.59	15.23	4.70	Oil Distributor Driver or Leverman. . . . .	4
o Group 2	12.63	15.28	4.70	Pilot Car . . . . .	1
o Group 3	12.67	15.33	4.70	Slurry Truck Driver or Leverman . . . . .	3
o Group 4	12.71	15.38	4.70	Solo Flat Bed and Misc. Body Trucks— 0-10 tons . . . . .	1
o Group 5	12.75	15.43	4.70	Transit Mix and Wet or Dry Mix Trucks:	
o Group 6	12.83	15.53	4.70	5 cu. yds. and under . . . . .	1
o Group 7	12.91	15.63	4.70	Over 5 cu. yds. and inc. 7 cu. yds. . . . .	5
o Group 8	12.99	15.73	4.70	Over 7 cu. yds. and inc. 9 cu. yds. . . . .	6
o Group 9	13.07	15.83	4.70	Over 9 cu. yds. and inc. 11 cu. yds. . . . .	7
o Group 10	13.21	16.00	4.70	Over 11 cu. yds. and inc. 13 cu. yds. . . . .	8
o Group 11	13.29	16.10	4.70	Over 13 cu. yds. and inc. 15 cu. yds. . . . .	9
o Group 12	13.37	16.20	4.70	Team Drivers. . . . .	2
o Group 13	13.45	16.30	4.70	Tireman, full-time basis. . . . .	3
o Group 14	13.53	16.40	4.70	Truck Helper. . . . .	1
Work		Group	Truck Mechanic—Welder—Body Repairman. . . . .	6	
A-Frame or Hydra-lift Truck w/load bearing surface. . . . .		2	Truck Mechanic Helper . . . . .	1	
Battery Rebuilder . . . . .		1	Water Wagons (Rated Capacity) up to:		
Bus or Man-Haul Driver. . . . .		1	1600 gallons . . . . .	1	
Concrete Buggies (Power operated) . . . . .		1	1600 to 3000 gallons . . . . .	3	
Drivers and Helpers handling Sacked Cement—add 15¢ per hour			3000 to 5000 gallons . . . . .	4	
Dump Trucks, Side, End and Bottom Dumps, including Semi-Trucks and trains or combinations thereof:			5000 to 7000 gallons . . . . .	6	
6 cu. yds. and under . . . . .		1	7000 to 10,000 gallons . . . . .	7	
Over 6 cu. yds. and inc. 10 cu. yds. . . . .		3	10,000 to 15,000 gallons . . . . .	8	
Over 10 cu. yds. and inc. 20 cu. yds. . . . .		6	Winch Truck—takes classification of truck on which winch is mounted		
Over 20 cu. yds. and inc. 30 cu. yds. . . . .		7			
Over 30 cu. yds. and inc. 40 cu. yds. . . . .		8			
Over 40 cu. yds. and inc. 50 cu. yds. . . . .		9			
Over 50 cu. yds. and inc. 60 cu. yds. . . . .		10			
Over 60 cu. yds. and inc. 70 cu. yds. . . . .		11			
Over 70 cu. yds. and inc. 80 cu. yds. . . . .		12			
Over 80 cu. yds. and inc. 90 cu. yds. . . . .		13			
Over 90 cu. yds. and inc. 100 cu. yds. . . . .		14			
Dumpsters or Similar Equipment—all sizes . . . . .		5			
Flaherty Spreader Driver or Leverman. . . . .		4			
Lift Jitneys, Fork Lifts—all sizes—used in loading, unloading & transporting material on job site. . . . .		1			
Loader and/or Leverman on Concrete Dry Batch Plant, manually operated. . . . .		1			
Low Bed Equipment, Flat Bed Semi- Truck and Trailer or Doubles trans- porting equipment or wet or dry materials . . . . .		4			
Lubrication Man, Fuel Truck Driver, Driver, Tireman, Wash Rack, Steam Cleaner or combination. . . . .		2			

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

[illegible]

# CERTIFIED STATEMENT

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

do hereby state:

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

\_\_\_\_\_ on the \_\_\_\_\_  
 (Contractor, subcontractor or surety) (Building or work)

\_\_\_\_\_; that during the payroll commencing on the \_\_\_\_\_  
 day of \_\_\_\_\_, 19\_\_\_\_\_, and ending the \_\_\_\_\_ day of

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

\_\_\_\_\_  
 (Contractor, subcontractor or surety)

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

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

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

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

FORM WH-39 (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

BUREAU OF LABOR AND INDUSTRIES - WAGE AND HOUR DIVISION

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

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

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

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

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

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

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

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

Column 5 - Total: Self-explanatory.

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

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

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

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

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

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

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

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

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

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

# PLANNED PUBLIC IMPROVEMENT SUMMARY

FISCAL YEAR \_\_\_\_\_ - \_\_\_\_\_

PAGE \_\_\_\_\_ OF \_\_\_\_\_

(Name of State or Local Government Agency)

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

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

# CAPITAL IMPROVEMENT PROJECT COST COMPARISON ESTIMATE

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

DEPARTMENT:  
PROPOSED YEAR:  
PROJECT DESCRIPTION:

PROJECT NAME:

FUND:  
PROJECT NUMBER:

Rough Quantity Estimate	Units	Work Class Description	Agency Force Unit Cost	Estimate Total Cost	Agency Contract Unit Cost	Estimate Total Cost
Estimated Construction Period _____				\$ _____		\$ _____

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



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

## SECTION 00900 - GENERAL CONDITIONS

### ARTICLE 1 DEFINITIONS

Whenever used in these General Conditions or in the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

**Addenda** - Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the bidding documents or Contract Documents.

**Agreement** - The written agreement between Owner and Contractor covering the Work to be performed; other contract Documents are attached to the Agreement and made a part thereof as provided therein.

**Application for Payment** - The form accepted by Project Manager which is to be used by Contractor in requesting progress or final payment and which is to include such supporting documentation as is required by the Contract Documents.

**Bid** - The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

**Bonds** - Bid, performance and payment bonds and other instruments of security.

**Change Order** - A written order to Contractor signed by Owner authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the contract Time issued after the effective date of the Agreement.

**Contract Documents** - The Agreement, Addenda (which pertain to the Contract Documents), Contractor's Bid (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications, the Drawings as the same are more specifically identified in the Agreement, together with all Modifications issued after the execution of the Agreement.

**Contract Price** - The moneys payable by Owner to Contractor under the Contract Documents as stated in the Agreement.

**Contract Time** - The number of days (computed as provided in paragraph 17.2) or the date stated in the Agreement for the completion of the Work.

**Contractor** - The person, firm or corporation with whom Owner has entered into the Agreement.

**day** - A calendar day of twenty-four hours measured from midnight to the next midnight.

**defective** - An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in the Contract Documents, or has been damaged prior to Project Manager's recommendation of final payment.

**Drawings** - The drawings which show the character and scope of the Work to be performed and which have been approved by Project Manager and are referred to in the Contract Documents.

**effective date of the Agreement** - The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

**Field Order** - A written order issued by Project Manager which orders minor changes in the Work in accordance with paragraph 10.2 but which does not involve a change in the Contract Price or the Contract Time.

**General Requirements** - Sections of Division 1 of the Specifications.

**Modification** - (a) A written amendment of the Contract Documents signed by both parties, (b) A Change Order, or (c) A Field Order. A modification may only be issued after the effective date of the Agreement.

**Notice of Award** - The written notice of Owner to the apparent successful Bidder stating that upon compliance by the apparent successful Bidder with the conditions precedent enumerated therein, within the time specified, Owner will sign and deliver the Agreement.

**Notice to Proceed** - A written notice given by Owner to Contractor fixing the date on which the Contract Time will commence to run and on which Contractor shall start to perform his obligation under the Contract Documents.

**Owner** - The public body or authority, corporation, association, partnership, or individual with whom Contractor has entered into the Agreement and for whom the Work is to be provided.

**Project** - The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

**Project Manager** - The person, firm, or corporation supervising the Work on behalf of the Owner.

**Resident Project Representative** - The authorized representative of Owner who is assigned to the site or any part thereof.

**Shop Drawings** - All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by Contractor, a Subcontractor, manufac-

turer, fabricator, supplier or distributor to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a manufacturer, fabricator, supplier or distributor and submitted by Contractor to illustrate material or equipment for some portion of the Work.

**Specifications** - Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and Workmanship as applied to the Work and certain administrative details applicable thereto.

**Subcontractor** - An individual, firm or corporation having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the site.

**Substantial Completion** - The Work (or a specified part thereof) has progressed to the point where, in the opinion of Project Manager as evidenced by his definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it was intended; or if there be no such certificate issued, when final payment is due in accordance with paragraph 14.15. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.

**Work** - The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

## **ARTICLE 2      PRELIMINARY MATTERS**

### **Copies of Documents:**

- 2.1 Owner shall furnish to Contractor up to ten copies (unless otherwise specified in the General Requirements) of the Contract Documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

### **Commencement of Contract Time; Notice to Proceed:**

- 2.2 The Contract Time will commence to run on the day indicated in the Notice to Proceed.

### **Starting the Project:**

- 2.3 Contractor shall start to perform the Work on the date when the Contract Time commences to run, but no Work shall be done at the site prior to the date on which the Contract Time commences to run.

#### **Before Starting Construction:**

- 2.4 Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. Contractor shall promptly report in writing to Project Manager any conflict, error or discrepancy which Contractor may discover; however, Contractor shall not be liable to Owner or Project Manager for failure to report any conflict, error or discrepancy in the Drawings or Specifications, unless Contractor had actual knowledge thereof or should reasonably have known thereof.
- 2.5 Before the Notice to Proceed can be given Contractor must submit to Project Manager for review and acceptance an estimated progress schedule indicating the starting and completion dates of the various stages of the Work, a preliminary schedule of Shop Drawings submissions, and a preliminary schedule of values of the Work.
- 2.6 Before any Work at the site is started, Contractor shall deliver to Owner, with a copy to Project Manager, certificates (and other evidence of insurance requested by Owner) which Contractor is required to purchase and maintain in accordance with paragraphs 5.3 and 5.4, and Owner shall deliver to Contractor certificates (and other evidence of insurance requested by Contractor) which Owner is required to purchase and maintain in accordance with paragraphs 5.6 and 5.7.

#### **Preconstruction Conference:**

- 2.7 Before Contractor starts the Work at the site, a conference will be held for review and acceptance of the schedules referred to in paragraph 2.4, to establish procedures for handling Shop Drawings and other submittals and for processing Applications for Payment, and to establish a Working understanding among the parties as to the Work.

### **ARTICLE 3 CONTRACT DOCUMENTS: INTENT AND REUSE**

#### **Intent:**

- 3.1 The Contract Documents comprise the entire Agreement between Owner and Contractor concerning the Work. They may be altered only by a Modification.
- 3.2 The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If, during the performance of the Work, Contractor finds a conflict, error or discrepancy in the Contract Documents, he shall report it to Project Manager in writing at once and before proceeding with the Work affected thereby; however, Contractor shall not be liable to Owner or Project Manager for failure to report any conflict, error or discrepancy in the Specifications or Drawings unless Contractor had actual knowledge thereof or should reasonably have known thereof.

- 3.3 It is the intent of the Specifications and Drawings to describe a complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work that may reasonably be inferred from the Specifications or Drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials or equipment such words shall be interpreted in accordance with such meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the code of any governmental authority, whether such reference be specific or by implications, shall mean the latest standard specification, manual or code in effect at the time of opening of Bids (or, on the effective date of the Agreement if there were no Bids), except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall change the duties and responsibilities of Owner, Contractor or Project Manager, or any of their agents or employees from those set forth in the Contract Documents. Clarifications and interpretations of the Contract Documents shall be issued by Project Manager as provided for in paragraph 9.3.
- 3.4 The Contract Documents will be governed by the law of the place of the Project.

#### **Reuse of Documents:**

- 3.5 Neither Contractor nor any Subcontractor, manufacturer, fabricator, supplier or distributor shall have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of Architect/Engineer; and they shall not reuse any of them on extensions of the Project or any other project without written consent of Owner and Architect/Engineer and specific written verification or adaptation by Architect/Engineer.

### **ARTICLE 4 AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS**

#### **Availability of Lands:**

- 4.1 Owner shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way for access thereto, and such other lands which are designated for the use of Contractor. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by Owner, unless otherwise provided in the Contract Documents. If Contractor believes that any delay in Owner's furnishing these lands or easements entitles him to an extension of the Contract Time, Contractor may make a claim therefor as provided in Article 12. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

### **Physical Conditions - Investigations and Reports:**

- 4.2 Reference is made to the Supplementary Conditions for identification of those reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which have been relied upon by the Engineer in preparation of the Drawings and Specifications. Such reports are not guaranteed as to accuracy or completeness and are not part of the Contract Documents.

### **Unforeseen Physical Conditions:**

- 4.3 Contractor shall promptly notify Owner and Project Manager in writing of any subsurface or latent physical conditions at the site or in an existing structure differing materially from those indicated or referred to in the Contract Documents. Project Manager will promptly review those conditions and advise Owner in writing if further investigation or tests are necessary. Promptly thereafter, Owner shall obtain the necessary additional investigations and tests and furnish copies to Project Manager and Contractor. If Project Manager finds that the results of such investigations or tests indicate that there are subsurface or latent physical conditions which differ materially from those intended in the Contract Documents, and which could not reasonably have been anticipated by Contractor, a Change Order shall be issued incorporating the necessary revisions.

### **Reference Points:**

- 4.4 Owner shall provide engineering surveys for construction to establish reference points which in his judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work (unless otherwise specified in the General Requirements), shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Project Manager whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for replacement or relocation of such reference points by professionally qualified personnel.

## **ARTICLE 5      BONDS AND INSURANCE**

### **Performance and Other Bonds:**

- 5.1 Contractor shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date of final payment, except as otherwise provided by law. Contractor shall also furnish such other Bonds as are required by the

Supplementary Conditions. All Bonds shall be in the forms prescribed by the bidding documents or Supplementary Conditions and be executed by such Sureties as (i) are licensed to conduct business in the state where the Project is located, and (ii) are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

- 5.2 If the Surety on any Bond furnished by Contractor is declared a bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of clauses (i) and (ii) of paragraph 5.1, Contractor shall within five days thereafter substitute another Bond and Surety, both of which shall be acceptable to Owner.

**Contractor's Liability Insurance:**

- 5.3 Contractor shall purchase and maintain such comprehensive general liability and other insurance as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether such performance is by Contractor, by any Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- 5.3.1 Claims under workers' or workmen's compensations, disability benefits and other similar employee benefits acts;
- 5.3.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
- 5.3.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
- 5.3.4 Claims for damages insured by personal injury liability coverage which are sustained (i) by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or (ii) by any other person for any other reason;
- 5.3.5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and
- 5.3.6. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

The insurance required by this paragraph 5.3 shall include the specific coverages and be written for not less than the limits of liability and



coverages provided in the Supplementary Conditions, or required by law, whichever is greater. The comprehensive general liability insurance shall include completed operations insurance. All such insurance shall contain a provision that the coverage afforded will not be cancelled, materially changed or renewal refused until at least thirty days prior written notice has been given to Owner and Project Manager. All such insurance shall remain in effect until final payment and at all times thereafter when Contractor may be correcting, removing or replacing defective Work in accordance with paragraph 13.12. In addition, Contractor shall maintain such completed operations insurance for at least two years after final payment.

#### **Contractual Liability Insurance:**

- 5.4 The comprehensive general liability insurance required by paragraph 5.3 will include contractual liability insurance applicable to Contractor's obligations under paragraphs 6.28 and 6.29.

#### **Owner's Liability Insurance:**

- 5.5 Owner shall be responsible for purchasing and maintaining his own liability insurance and, at his option, may purchase and maintain such insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

#### **Property Insurance:**

- 5.6 Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the work at the site to the full insurable value thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by law). This insurance shall include the interests of Owner, Contractor and Subcontractors in the Work, shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage, and such other perils as may be provided in the Supplementary Conditions, and shall include damages, losses and expenses arising out of or resulting from any losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including fees and charges or engineers, architects, attorneys and other professionals.) If not covered under the "all risk" insurance or otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain similar property insurance on portions of the Work stored on and off the site or in transit when such portions of the Work are to be included in an Application for Payment. The policies of insurance required to be purchased and maintained by Owner in accordance with paragraphs 5.6 and 5.7 shall contain a provision that the coverage afforded will not be cancelled or materially changed until at least thirty days prior written notice has been given to Contractor.

The insurance purchased upon the Work shall cover only the Work as defined in the definition section of Article 1 of this section and therefore specifically excludes coverage for the loss, theft or damage to Contractor or Subcontractor's personal property.

- 5.7 Owner shall purchase and maintain such boiler and machinery insurance as may be required by the Supplementary Conditions or by law. This insurance shall include the interests of Owner, Contractor and Subcontractors in the Work.
- 5.8 Owner shall not be responsible for purchasing and maintaining any property insurance to protect the interests of Contractor or Subcontractors in the Work to the extent of any deductible amounts that are provided in the Supplementary Conditions. If Contractor wishes property insurance coverage within the limits of such amounts, Contractor may purchase and maintain it at his own expense.
- 5.9 If Contractor requests in writing that other special insurance be included in the property insurance policy, Owner shall, if possible, include such insurance, and the cost thereof shall be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the site, Owner will in writing advise Contractor whether or not such other insurance has been procured by Owner.

#### **Waiver of Rights:**

- 5.10 Owner and Contractor waive all rights against each other and the Subcontractors and their agents and employees and against Engineer and separate contractors (if any) and their subcontractors' agents and employees, for damages caused by fire or other perils to the extent covered by insurance provided under paragraphs 5.6 and 5.7, inclusive, or any other property insurance applicable to the Work, except such rights as they may have to the proceeds of such insurance held by Owner as trustee. Owner shall require similar written waivers by Engineer and from each Subcontractor (in accordance with paragraph 6.10 as applicable); each such waiver will be in favor of all other parties enumerated in this paragraph 5.10.

#### **Receipt and Application of Proceeds:**

- 5.11 Any insured loss under the policies of insurance required by paragraphs 5.6 and 5.7 shall be adjusted with Owner and made payable to Owner as trustee for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.12. Owner shall deposit in a separate account any money so received, and he shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof and the Work and the cost thereof covered by an appropriate Change Order.

- 5.12 Owner as trustee shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within fifteen days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as trustee shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If required in writing by any party in interest, Owner as trustee shall upon the occurrence of an insured loss, give bond for the proper performance of his duties.

#### **Acceptance of Insurance:**

- 5.13 If Owner has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by Contractor in accordance with paragraphs 5.3 and 5.4 on the basis of its not complying with the Contract Documents, Owner will notify Contractor in writing thereof within ten days of the date of delivery of such certificates to Owner in accordance with paragraph 2.6. If Contractor has any objection to the coverage afforded by or other provisions of the policies of insurance required to be purchased and maintained by Owner in accordance with paragraphs 5.6 and 5.7 on the basis of their not complying with the Contract Documents, Contractor will notify Owner in writing thereof within ten days of the date of delivery of such certificates to Contractor in accordance with paragraph 2.6. Owner and Contractor will each provide to the other such additional information in respect of insurance provided by him as the other may reasonably request. Failure by Owner or Contractor to give any such notice of objection within the time provided shall constitute acceptance of such insurance purchased by the other as complying with the Contract Documents.

#### **Partial Utilization - Property Insurance:**

- 5.14 If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, such use or occupancy may be accomplished in accordance with paragraph 14.12; provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected the changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be cancelled or lapse on account of any such partial use or occupancy.

### **ARTICLE 6 CONTRACTOR'S RESPONSIBILITIES**

#### **Supervision and Superintendence:**

- 6.1 Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means,

methods, techniques, sequences and procedures of construction, but Contractor shall not be solely responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence or procedure of construction which is indicated in and required by the Contract Documents. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents.

- 6.2 Contractor shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to Owner and Project Manager except under extraordinary circumstances. The superintendent will be Contractor's representative at the site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be binding as if given to Contractor.

**Labor, Materials and Equipment:**

- 6.3 Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the site.
- 6.4 Contractor shall furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the Work.
- 6.5 All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by Project Manager, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment.
- 6.6 All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, supplier or distributor, except as otherwise provided in the Contract Documents.

**Equivalent Materials and Equipment:**

- 6.7 Whenever materials or equipment are specified or described in the Drawings or Specifications by using the name of a proprietary item or the name of a particular manufacturer, fabricator, supplier or distributor, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other manufacturers, fabricators, suppliers or distributors may be accepted by Project Manager if sufficient information is submitted by Contractor to allow Project Manager to determine that the material or equipment proposed is equivalent to that named. The procedure for review by Project Manager will be as set forth in Section 01600 Material and Equipment.

### Concerning Subcontractors:

- 6.8 Contractor shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that Contractor is responsible for the acts and omissions of persons directly employed by Contractor. Nothing in the Contract Documents shall create any contractual relationship between Owner or Project Manager and any Subcontractor or other person or organization having a direct contract with Contractor, nor shall it create any obligation on the part of Owner or Project Manager to pay or to see to the payment of any moneys due any Subcontractor or other person or organization, except as may otherwise be required by law. Owner or Project Manager may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to Contractor on account of specific Work done.
- 6.9 The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or delineating the work to be performed by any specific trade.
- 6.10 All Work performed for Contractor by a Subcontractor will be pursuant to an appropriate agreement between Contractor and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Project Manager and contains waiver provisions as required by paragraph 5.10. Contractor shall pay each Subcontractor a just share of any insurance moneys received by Contractor on account of losses under policies issued pursuant to paragraphs 5.6 through 5.8.

### Patent Fees and Royalties:

- 6.11 Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of Owner or Project Manager its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents. Contractor shall indemnify and hold harmless Owner and Project Manager and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorneys' fees) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights.

#### **Permits:**

- 6.12 Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. However, Owner shall apply, pay for and receive the Plan Check for the Building Permit and shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of opening of Bids. Contractor shall pay all charges of utility service companies for connections to the Work, and the Owner shall pay all charges of such companies for capital costs related thereto.

#### **Laws and Regulations:**

- 6.13 Contractor shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If Contractor observes that the Specifications or Drawings are at variance therewith, Contractor shall give Project Manager prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate Modification. If Contractor performs any Work knowing or having reason to know that it is contrary to such laws, ordinances, rules and regulations, and without such notice to Project Manager, Contractor shall bear all cost arising therefrom; however, it shall not be Contractor's primary responsibility to make certain that the Specifications and Drawings are in accordance with such laws, ordinances, rules and regulations.

#### **Taxes:**

- 6.14 Contractor shall pay all sales, consumer, use and other similar taxes required to be paid by him in accordance with the law of the place of the Project.

#### **Use of Premises:**

- 6.15 Contractor shall confine construction equipment, the storage of materials and equipment and the operations of workmen to areas permitted by law, ordinances, permits or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment.
- 6.16 During the progress of the work, Contractor shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work Contractor shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by Owner. Contractor shall restore to their original condition those portions of the site not designated for alteration by the Contract Documents.

- 6.17 Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

**Safety and Protection:**

- 6.18 Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

- 6.18.1 all employees on the Work and other persons who may be affected thereby,
- 6.18.2 all the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and
- 6.18.3 other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of and public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and utilities when prosecution of the Work may affect them. All damage, injury or loss to any property referred to in paragraph 6.18.1 or 6.18.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Project Manager or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor). Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and Project Manager has issued a notice to Owner and Contractor in accordance with paragraph 14.15 that the Work is acceptable.

- 6.19 Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by Contractor to Owner.

## **Emergencies:**

- 6.20 In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, Contractor, without special instruction or authorization from Project Manager or Owner, is obligated to act to prevent threatened damage, injury or loss. Contractor shall give Project Manager prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby.

## **Shop Drawings and Samples:**

- 6.21 After checking and verifying all field measurements, Contractor shall submit to Project Manager for review and approval, in accordance with the accepted schedule of Shop Drawings submissions (see paragraph 2.7), five copies (unless otherwise specified in the General Requirements) of all Shop Drawings, which shall have been checked by and stamped with the approval of Contractor and identified as Project Manager may require. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction and like information to enable Project Manager to review the information as required.
- 6.22 Contractor shall also submit to Project Manager for review and approval with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and stamped with the approval of Contractor, identified clearly as to material, manufacturer, any pertinent catalog numbers and the use for which intended.
- 6.23 At the time of each submission, Contractor shall in writing call Project Manager's attention to any deviations that the Shop Drawings or samples may have from the requirements of the Contract Documents.
- 6.24 Project Manager or Architect/Engineer will review and approve with reasonable promptness Shop Drawings and samples, but that review and approval shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, sequences, techniques or procedures or construction or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. Contractor shall make any corrections required by Project Manager and shall return the required number of corrected copies of Shop Drawings and resubmit new samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Project Manager on previous submittals. Contractor's stamp of approval on any Shop Drawing or sample shall constitute a representation to Owner and Project Manager that Contractor has either determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers, and similar data or assumes full responsibility for doing so, and that Contractor has reviewed or coordinated each Shop Drawing or sample with the requirements of the Work and the Contract Documents.



- 6.25 Where a Shop Drawing or sample is required by the Specifications, no related Work shall be commenced until the submittal has been reviewed and approved by Project Manager or Architect/Engineer.
- 6.26 Project Manager or Architect/Engineer's review and approval of Shop Drawings or samples shall not relieve Contractor from responsibility for any deviations from the Contract Documents unless Contractor has in writing called Project Manager's attention to such deviation at the time of submission and Project Manager or Architect/Engineer has given written concurrence and approval to the specific deviation, nor shall any concurrence or approval by Project Manager or Architect/Engineer relieve Contractor from responsibility for errors or omissions in the Shop Drawings.

#### **Continuing the Work:**

- 6.27 Contractor shall carry on the Work and maintain the progress schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as Contractor and Owner may otherwise agree in writing.

#### **Indemnification:**

- 6.28 To the fullest extent permitted by law, Contractor shall indemnify and hold harmless Owner and Project Manager and their agents and employees from and against all claims, damages, losses and expenses including but not limited to attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.
- 6.29 In any and all claims against Owner or Project Manager or any of their agents or employees by any employee of Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.28 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.
- 6.30 The obligations of Contractor under paragraph 6.28 shall not extend to the liability of the Project Manager or Architect/Engineer, his agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications.

## ARTICLE 7      WORK BY OTHERS

- 7.1    Owner may perform additional work related to the Project by himself, or have additional work performed by utility service companies, or let other direct contracts therefor which shall contain General Conditions similar to these. Contractor shall afford the utility service companies and the other contractors who are parties to such direct contracts (or Owner, if Owner is performing the additional work with Owner's employees) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate his Work with theirs.
- 7.2    If any part of Contractor's Work depends for proper execution or results upon the work of any such other contractor or utility service company (or Owner), Contractor shall inspect and promptly report to Project Manager in writing any patent or apparent defects or deficiencies in such work that render it unsuitable for such proper execution and results. Contractor's failure so to report shall constitute an acceptance of the other work as fit and proper for integration with Contractor's Work except for latent or nonapparent defects and deficiencies in the other work.
- 7.3    Contractor shall do all cutting, fitting and patching of his Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of Project Manager and the others whose work will be affected.
- 7.4    If the performance of additional work by other contractors or utility service companies or Owner was not noted in the Contract Documents, written notice thereof shall be given to Contractor prior to starting any such additional work. If Contractor believes that the performance of such additional work by Owner or others involves additional expense to Contractor or requires an extension of the Contract Time, Contractor may make a claim therefor as provided in Articles 11 and 12.

## ARTICLE 8      OWNER'S RESPONSIBILITIES

- 8.1    Owner shall issue all communications to Contractor through Project Manager.
- 8.2    In case of termination of the employment of Project Manager, Owner shall appoint a Project Manager against whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Project Manager. Any dispute in connection with such appointment shall be subject to arbitration.
- 8.3    Owner shall furnish the data required of Owner under the Contract Documents promptly and shall make payments to Contractor promptly after they are due as provided in paragraphs 14.4 and 14.15.

- 8.4 Owner's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1 and 4.4. Paragraph 4.2 refers to Owner's identifying and making available to Contractor copies of reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting performance of the Work which have been relied upon by Project Manager in preparing the Drawings and Specifications.
- 8.5 Owner's responsibilities in respect of purchasing and maintaining liability and property insurance are set forth in paragraphs 5.5 through 5.7.
- 8.6 In connection with Owner's rights to request changes in the Work in accordance with Article 10, Owner (especially in certain instances as provided in paragraph 10.4) is obligated to execute Change Orders.
- 8.7 Owner's responsibility in respect of certain inspections, tests and approvals is set forth in paragraph 13.4.
- 8.8 In connection with Owner's right to stop Work or suspend Work, see paragraphs 13.10 and 15.1. Paragraph 15.2 deals with Owner's right to terminate services of Contractor under certain circumstances.

## ARTICLE 9 PROJECT MANAGER'S STATUS DURING CONSTRUCTION

### Owner's Representative:

- 9.1 Project Manager will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Project Manager as Owner's representative during construction are set forth in the Contract Documents and shall not be extended without written consent of Owner and Project Manager.

### Visits to Site:

- 9.2 Project Manager will make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. Project Manager will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. Project Manager's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform to the Contract Documents. On the basis of such visits and on-site observations as an experienced and qualified design professional, Project Manager will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defects and deficiencies in the Work.

### **Clarifications and Interpretations:**

- 9.3 Project Manager will issue with reasonable promptness such written clarifications or interpretations of the Contract Documents (in the form of Drawings or otherwise) as Project Manager may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If Contractor believes that a written clarification or interpretation justifies an increase in the Contract Price or Contract Time, Contractor may make a claim therefor as provided in Article 11 or Article 12.

### **Rejecting Defective Work:**

- 9.4 Project Manager will have authority to disapprove or reject Work which is defective, and will also have authority to require special inspection or testing of the Work as provided in paragraph 13.9, whether or not the Work is fabricated, installed or completed.

### **Shop Drawings, Change Orders and Payments:**

- 9.5 In connection with Project Manager's responsibility for Shop Drawings and samples, see paragraphs 6.21 through 6.26 inclusive.
- 9.6 In connection with Project Manager's responsibilities as to Change Orders, see Articles 10, 11 and 12.
- 9.7 In connection with Project Manager's responsibilities in respect of Applications for Payment, etc., see Article 14.

### **Decisions on Disagreements:**

- 9.8 Project Manager will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work shall be referred initially to Project Manager in writing with a request for a formal decision in accordance with this paragraph, which Project Manager will render in writing within a reasonable time. Written notice of each such claim, dispute and other matter shall be delivered by the claimant to Project Manager and the other party to the Agreement within fifteen days of the occurrence of the event giving rise thereto, and written supporting data will be submitted to Project Manager and the other party within forty-five days of such occurrence unless Project Manager allows an additional period of time to ascertain more accurate data. In his capacity as interpreter and judge Project Manager will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.
- 9.9 The rendering of a decision by Project Manager pursuant to paragraph 9.8 with respect to any such claim, dispute or other matter (except any which

have been waived by the making or acceptance of final payment as provided in paragraph 14.18) will be a condition precedent to any exercise by Owner or Contractor of such rights or remedies as either may otherwise have under the Contract Documents or at law in respect of any such claim, dispute or other matter.

#### **Limitations on Project Manager's Responsibilities:**

- 9.10 Neither Project Manager's authority to act under this Article 9 or elsewhere in the Contract Documents nor any decision made by Project Manager in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of Project Manager to Contractor, and Subcontractor, any manufacturer, fabricator, supplier or distributor, or any of their agents or employees or any other person performing any of the Work.
- 9.11 Whenever in the Contract Documents the terms "as ordered," "as directed," "as required," "as allowed" or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper" or "satisfactory" or adjectives of like effect or import are used, to describe requirement, direction, review or judgment of Project Manager as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective never indicates that Project Manager shall have authority to undertake responsibility contrary to the provisions of paragraphs 9.12 or 9.13.
- 9.12 Project Manager will not be responsible for Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and Project Manager will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- 9.13 Project Manager will not be responsible for the acts or omissions of Contractor or of any Subcontractors, or of the agents or employees of any Contractor or Subcontractor, or of any other persons at the site or otherwise performing any of the Work.

#### **ARTICLE 10 CHANGES IN THE WORK**

- 10.1 Without invalidating the Agreement, Owner may, at any time or from time-to-time, order additions, deletions or revisions in the Work; these will be authorized by Change Orders. Upon receipt of a Change Order, Contractor shall proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 11 or Article 12 on the basis of a claim made by either party.

- 10.2 Project Manager may authorize minor changes in the Work not involving an adjustment in the Contract Price or the Contract Time, which are consistent with the overall intent of the Contract Documents. This may be accomplished by a Field Order and shall be binding on Owner, and also on Contractor who shall perform the change promptly. If Contractor believes that a Field Order justifies an increase in the Contract Price or Contract Time, Contractor may make a claim therefor as provided in Article 11 or Article 12.
- 10.3 Additional Work performed without authorization of a Change Order will not entitle Contractor to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency as provided in paragraph 6.20 and except as provided in paragraphs 10.2 and 13.9.
- 10.4 Owner shall execute appropriate Change Orders prepared by Project Manager covering changes in the Work which are required by Owner, or required because of unforeseen physical conditions or emergencies, or because of uncovering Work found not to be defective, or as provided in paragraphs 11.9 or 11.10, or because of any other claim of Contractor for a change in the Contract Time or the Contract Price which is recommended by Project Manager.
- 10.5 If notice of any change affecting the general scope of the Work or change in the Contract Price is required by the provisions of any Bond to be given to the Surety, it will be Contractor's responsibility to so notify the Surety, and the amount of each applicable Bond shall be adjusted accordingly. Contractor shall furnish proof of such adjustment to Owner.

#### ARTICLE 11 CHANGE OF CONTRACT PRICE

- 11.1 The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at his expense without change in the Contract Price.
- 11.2 The Contract Price may only be changed by a Change Order. Any claim for an increase in the Contract Price shall be based on written notice delivered to Owner and Project Manager within fifteen days of the occurrence of the event giving rise to the claim. Notice of the amount of the claim with supporting data shall be delivered within forty-five days of such occurrence unless Project Manager allows an additional period of time to ascertain accurate cost data. All claims for adjustment in the Contract Price shall be determined by Project Manager if Owner and Contractor cannot otherwise agree on the amount involved. Any change in the Contract Price resulting from any such claim shall be incorporated in a Change Order.
- 11.3 The value of any Work covered by a Change Order-or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

11.3.1 Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved (subject to the provision of paragraph 11.9).

11.3.2 By mutual acceptance of a lump sum.

#### **Cost of the Work:**

11.4 The term Cost of the Work means the sum of all costs necessarily incurred and paid by Contractor in the proper performance of the Work. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 11.5.

11.4.1 Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' or workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing Work after regular working hours, on Sunday or legal holidays, shall be included in the above to the extent authorized by Owner.

11.4.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to Owner and Contractor shall make provisions so that they may be obtained.

11.4.3 Payments made by Contractor to the Subcontractors for Work performed by Subcontractors.

11.4.4 Costs of special consultant (including, but not limited to, engineers, architects, testing laboratories, surveyors, lawyers and accountants) employed for services specifically related to the Work.

11.4.5 Supplemental costs including the following:

- 11.4.5.1 The proportion of necessary transportation, travel and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
- 11.4.5.2 Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workmen, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of Contractor.
- 11.4.5.3 Rentals of all construction equipment and machinery and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Project Manager, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof - all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.
- 11.4.5.4 Sales, use or similar taxes related to the Work, and for which Contractor is liable, imposed by any governmental authority.
- 11.4.5.5. Deposits lost for causes other than Contractor's negligence, royalty payments and fees for permits and licenses.
- 11.4.5.6 Losses and damages (and related expenses), not compensated by insurance or otherwise, to the Work or otherwise sustained by Contractor in connection with the execution of the Work, provided they have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages and expenses shall be included in the cost of the Work for the purpose of determining Contractor's Fee. If, however, any such loss or damage requires reconstruction and Contractor is placed in charge thereof, Contractor shall be paid for services a fee proportionate to that stated in paragraph 11.6.2.
- 11.4.5.7 The cost of utilities, fuel and sanitary facilities at the site.
- 11.4.5.8 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site,



expressage and similar petty cash items in connection with the Work.

11.4.5.9 Cost of premiums for additional Bonds and insurance required because of changes in the Work.

11.5 The term Cost of the Work shall not include any of the following:

- 11.5.1 Payroll costs and other compensation of Contractor's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by Contractor whether at the site or in his principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in subparagraph 11.4.1 - all of which are to be considered administrative costs covered by the Contractor's Fee.
- 11.5.2 Expenses of Contractor's principal and branch offices other than Contractor's office at the site.
- 11.5.3 Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 11.5.4 Cost of premiums for all Bonds and for all insurance whether or not Contractor is required by the Contract Documents to purchase and maintain the same (except for additional Bonds and insurance required because of changes in the Work).
- 11.5.5 Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective work, disposal of materials or equipment wrongly supplied and making good any damage to property.
- 11.5.6 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.4.

**Contractor's Fee:**

11.6 The Contractor's Fee allowed to Contractor for overhead and profit shall be determined as follows:

- 11.6.1 a mutually acceptable fixed fee; or if none can be agreed upon,
- 11.6.2 a fee based on the following percentages of the various portions of the Cost of Work:

11.6.2.1 for costs incurred under paragraphs 11.4.1 and 11.4.2, the Contractor's Fee shall be ten percent,

11.6.2.2 for costs incurred under paragraph 11.4.3, the Contractor's Fee shall be five percent; and if a sub-contract is on the basis of Cost of the Work plus a Fee, the maximum allowable to the Subcontractor as a fee for overhead and profit shall be ten percent, and

11.6.2.3 no fee shall be payable on the basis of costs itemized under paragraphs 11.4.4, 11.4.5 and 11.5.

11.7 The amount of credit to be allowed by Contractor to Owner for any such change which results in a net decrease in cost, will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any.

#### **Adjustment of Unit Prices:**

11.8 Whenever the cost of any Work is to be determined pursuant to paragraphs 11.4 and 11.5, Contractor will submit in form acceptable to Project Manager an itemized cost breakdown together with supporting data.

11.9 Where the quantity of Work with respect to any item that is covered by a unit price differs materially and significantly from the quantity of such Work indicated in the Contract Documents, an appropriate Change Order shall be issued on recommendation of Project Manager to adjust the unit price.

#### **Cash Allowances:**

11.10 It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be done by such Subcontractors, manufacturers, fabricators, suppliers or distributors and for such sums within the limit of the allowances as may be acceptable to Project Manager. Upon final payment, the Contract Price includes such sums as Contractor deems proper for costs and profit on account of cash allowances. No demand for additional cost or profit in connection therewith will be valid.

### **ARTICLE 12 CHANGE OF CONTRACT TIME**

12.1 The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to Owner and Project Manager within fifteen days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five days of such occurrence unless Project Manager allows an additional period of time to

ascertain more accurate data. All claims for adjustment in the Contract Time shall be determined by Project Manager if Owner and Contractor cannot otherwise agree. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

12.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control Contractor if a claim is made therefor as provided in paragraph 12.1. Such delays shall include, but not be limited to, acts or neglect by Owner or others performing additional work as contemplated by Article 7, or to fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.

12.3 All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of this Article 12 shall not exclude recovery for damages (including compensation for additional professional services) for delay by either party.

#### Liquidated Damages:

12.4 Since it is not practical to ascertain the actual monetary value of damage sustained by the Owner, due to noncompletion of the Work within the stipulated calendar days it is hereby stipulated and agreed to by the Owner and the Contractor, that the Contractor shall pay to Owner, as liquidated damages, or as the Owner may elect, deduct from the Contract Sum, such amounts for each calendar day as here below shown.

#### Schedule of Liquidated Damages:

<u>Contract - Sum Bid</u>	<u>Per-Diem Damage</u>
a. Less than \$25,000	\$ 100.00
b. \$25,000 to \$70,000	150.00
c. \$70,000 to \$130,000	200.00
d. \$130,000 to \$250,000	300.00
e. \$250,000 to \$500,000	500.00
f. \$500,000 to \$900,000	750.00
g. \$900,000 and Up	1,000.00

12.5 Permission granted the Contractor to continue completing the Work, in the event he exceeds the stipulated calendar days allowed for completion will not constitute a waiver on the rights of Owner for applicable liquidated damages thereof.

12.6 Payment of liquidated damages by the Contractor to Owner shall not release him from the obligations of the Contract Documents, nor shall such payments waive the Owner's right to collect any other damages which it sustains by action or inaction of the Contractor. It is to be understood that "liquidated damages" applies only to considerations where the Work is not completed in the stipulated time for construction and/or authorized extensions thereof.

- 12.7 Ordered suspension of Work or delays caused by errors, omissions or changes in scope of Work or in detail of Work, initiated by the Owner or Project Manager or the actions, inaction or neglect of each, shall constitute cause for extension of allowable construction time to the Contractor.
- 12.8 Shortage or inadequacy of labor or equipment will not be authorized as conditions beyond control of the Contractor and will not be allowable cause for extension of construction time.

**ARTICLE 13     WARRANTY AND GUARANTEE:     TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK**

**Warranty and Guarantee:**

- 13.1 Contractor warrants and guarantees to Owner and Project Manager that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to Contractor. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this Article 13.

**Access to Work:**

- 13.2 Project Manager and Project Manager's representatives, other representatives of Owner, testing agencies and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspection and testing. Contractor shall provide proper and safe conditions for such access.

**Tests and Inspections:**

- 13.3 Contractor shall give Project Manager timely notice of readiness of the Work for all required inspections, tests or approvals.
- 13.4 If any law, ordinance, rule, regulation, code, or order of any public body having jurisdiction requires any Work (or part thereof) to specifically be inspected, tested or approved, Contractor shall assume full responsibility therefor, pay all costs in connection therewith and furnish Project Manager the required certificates of inspection, testing or approval. Contractor shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with Owner's or Project Manager's acceptance of a manufacturer, fabricator, supplier or distributor of materials or equipment proposed to be incorporated in the work, or of materials or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. The cost of all other inspections, tests and approvals required by the Contract Documents shall be paid by Owner (unless otherwise specified).
- 13.5 All inspections, tests or approvals other than those required by law, ordinance, rule, regulation, code or order of any public body having

jurisdiction shall be performed by organizations acceptable to Owner and Contractor (or by Project Manager if so specified).

- 13.6 If any Work that is to be inspected, tested or approved is covered without written concurrence of Project Manager, it must, if requested by Project Manager, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given Project Manager timely notice of Contractor's intention to cover such Work and Project Manager has not acted with reasonable promptness in response to such notice.
- 13.7 Neither observations by Project Manager nor inspections, tests or approvals by others shall relieve Contractor from his obligations to perform the work in accordance with the Contract Documents.

**Uncovering Work:**

- 13.8 If any Work is covered contrary to the written request of Project Manager, it must, if requested by Project Manager, be uncovered for Project Manager's observation and replaced at Contractor's expense.
- 13.9 If Project Manager considers it necessary or advisable that covered Work be observed by Project Manager or inspected or tested by others, Contractor, at Project Manager's request, shall uncover, expose or otherwise make available for observation, inspection or testing as Project Manager may require that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is not defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction if he makes a claim therefor as provided in Articles 11 and 12.

**Owner May Stop the Work:**

- 13.10 If the Work is defective, or Contractor fails to supply sufficient skilled workmen or suitable materials or equipment, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor or any other party.

**Correction or Removal of Defective Work:**

- 13.11 If required by Project Manager, Contractor shall promptly, without cost to Owner and as specified by Project Manager, either correct any defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by Project Manager, remove it from the site and replace it with nondefective Work.

#### **One Year Correction Period:**

- 13.12 If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, either correct such defective Work, or, if it has been rejected by Owner, remove it from the site and replace it with nondefective Work. If Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by Contractor.

#### **Acceptance of Defective Work:**

- 13.13 If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Project Manager's recommendation of final payment, also Project Manager) prefers to accept it, Owner may do so. In such case, if acceptance occurs prior to Project Manager's recommendation of final payment, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including appropriate reduction in the Contract Price; or, if the acceptance occurs after such recommendation, an appropriate amount shall be paid by Contractor to Owner.

#### **Owner May Correct Defective Work:**

- 13.14 If Contractor fails within a reasonable time after written notice of Project Manager to proceed to correct and to correct defective Work or to remove and replace rejected Work as required by Project Manager in accordance with paragraph 13.11, or if Contractor fails to perform the Work in accordance with the Contract Documents (including any requirements of the progress schedule), Owner may, after seven days written notice to Contractor, correct and remedy any such deficiency. In exercising his rights under this paragraph Owner shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, Owner may exclude Contractor from all or part of the site, take possession of all or part of the Work, and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the site and incorporate in the work all materials and equipment stored at the site and incorporate in the Work all materials and equipment stored at the site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees such access to the site as may be necessary to enable Owner to exercise his rights under this paragraph. All direct and indirect costs of Owner in exercising such rights shall be charged against Contractor in an amount verified by Project Manager, and a

Change Order shall be issued incorporating the necessary revisions in the Contract Documents and a reduction in the Contract Price. Such direct and indirect costs shall include, in particular but without limitation, compensation for additional professional services required and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of Contractor's defective work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the work attributable to the exercise by Owner of Owner's rights hereunder.

#### **ARTICLE 14     PAYMENTS TO CONTRACTOR AND SUBCONTRACTOR AND COMPLETION**

##### **Schedules:**

- 14.1 At least ten days prior to submitting the first Application for a progress payment, Contractor shall (except as otherwise specified in the General Requirements) submit to Project Manager a construction schedule, a final schedule of Shop Drawing submission and where applicable a schedule of values of the Work. These schedules shall be satisfactory in form and substance to Project Manager. The schedule of values shall include quantities and unit prices aggregating the Contract Price, and shall subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Upon acceptance of the schedule of values by Project Manager, it shall be incorporated into the American Institute of Architects standard forms AIA Document G702 and G703, "Application and Certificate for Payment."

##### **Application for Progress Payment:**

- 14.2 At least ten days before each progress payment falls due (but not more often than once a month), Contractor shall submit to Project Manager for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents and also as Project Manager may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by such data, satisfactory to Owner, as will establish Owner's title to the material and equipment and protect Owner's interest therein, including applicable insurance. The amount of retainage with respect to progress payments will be five (5) percent.

##### **Contractor's Warranty of Title:**

- 14.3 Contractor warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner at the time of payment free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens").

#### **Review of Applications for Progress Payment:**

- 14.4 Project Manager will, within ten days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Project Manager's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

#### **Payment to Subcontractors:**

- 14.5 The Contractor shall pay each Subcontractor, following receipt of payment from Owner, an amount equal to the percentage of completion of the Work allowed to the Contractor, on account of such Subcontractor's Work, less the standard retainage percentage and any legitimate deduction for faulty or unacceptable Work of that Subcontractor or any of his affiliates or subcontractors.

If the Project Manager fails to issue a Certificate for Payment for any cause, which is attributable to deficiency of the Contractor, and is not the fault of a particular Subcontractor, the Contractor shall pay that Subcontractor on demand, made at any time after a Certificate of Payment should otherwise have been issued, for his Work, to the extent completed, less appropriate retainages.

- 14.6 The Project Manager and the Owner may, upon request and at their discretion, furnish to any Subcontractor, supplier or subsubcontractor, if practical, information regarding percentages of completion certified and approved to the Contractor on account of work done by that Subcontractor.
- 14.7 Neither the Owner nor the Project Manager shall have any obligation to directly pay or see to the payments of, any money to the Subcontractors.
- 14.8 Project Manager's recommendation of final payment will constitute an additional representation by Project Manager to Owner that the conditions precedent to Contractor's being entitled to final payment as set forth in paragraph 14.15 have been fulfilled.
- 14.9 Project Manager may refuse to recommend the whole or any part of any payment if, in his opinion, it would be incorrect to make such representations to Owner. He may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended to such extent as may be necessary in Project Manager's opinion to protect Owner from loss because:
- 14.9.1 the Work is defective, or completed Work has been damaged requiring correction or replacement,
- 14.9.2 written claims have been made against Owner or Liens have been filed in connection with the Work,



- 14.9.3 the Contract Price has been reduced because of Modifications,
- 14.9.4 Owner has been required to correct defective Work or complete the work in accordance with paragraph 13.14,
- 14.9.5 of Contractor's unsatisfactory prosecution of the Work in accordance with the Contract Documents, or
- 14.9.6 Contractor's failure to make payment to Subcontractors, or for labor, materials or equipment.

**Substantial Completion:**

- 14.10 When Contractor considers the entire Work ready for its intended use Contractor shall, in writing to Owner and Project Manager, certify that the entire Work is substantially complete and request that Project Manager issue a certificate of Substantial Completion. Within a reasonable time thereafter, Owner, Contractor and Project Manager shall make an inspection of the Work to determine the status of completion. If Project Manager does not consider the Work substantially complete, Project Manager will notify Contractor in writing giving his reasons therefor. If Project Manager considers the Work substantially complete, Project Manager will prepare and deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which he may make written objection to Project Manager as to any provisions of the certificate or attached list. If, after considering such objections, Project Manager concludes that the Work is not substantially complete, Project Manager will within fourteen days after submission of the tentative certificate to Owner notify Contractor in writing, stating his reasons therefor. If, after consideration of Owner's objections, Project Manager considers the work substantially complete, Project Manager will within said fourteen days execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as he believes justified after consideration of any objections from Owner.
- 14.11 Owner shall have the right to exclude Contractor from the Work after the date of Substantial Completion, but Owner shall allow Contractor reasonable access to complete or correct items on the tentative list.

**Partial Utilization:**

- 14.12 Use by Owner of completed portions of the Work may be accomplished prior to Substantial Completion of all the Work subject to the following:
  - 14.12.1 Owner at any time may request Contractor in writing to permit Owner to use any part of the Work which Owner believes to be

substantially complete and which may be so used without significant interference with construction of the other parts of the Work. If Contractor agrees, Contractor will certify to Owner and Project Manager that said part of the Work is substantially complete and request Project Manager to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time thereafter Owner, Contractor and Project Manager shall make an inspection of that part of the Work to determine its status of completion. If Project Manager does not consider that part of the Work to be substantially complete, Project Manager will notify Owner and Contractor in writing giving his reasons therefor. If Project Manager considers that part of the Work to be substantially complete, Project Manager will execute and deliver to Owner and Contractor a certificate to that effect, fixing the date of Substantial Completion as to that part of the Work, attaching thereto a tentative list of items to be completed or corrected before final payment. Owner shall have the right to exclude Contractor from any part of the Work which Project Manager has so certified to be substantially complete, but Owner shall allow Contractor reasonable access to complete or correct items on the tentative list.

14.12.2 In lieu of the issuance of a certificate of Substantial Completion as to part of the Work, Owner may take over operation of a facility constituting part of the Work whether or not it is substantially complete if such facility is functionally and separately useable; provided that prior to any such takeover, Owner and Contractor have agreed as to the division of responsibilities between Owner and Contractor for security, operation, safety, maintenance, correction period, heat, utilities and insurance with respect to such facility.

14.12.3 No occupancy of part of the Work or taking over of operations of a facility will be accomplished prior to compliance with the requirements of paragraph 5.14 in respect of property insurance.

#### **Final Inspection:**

14.13 Upon written notice from Contractor that the Work is complete, Project Manager will make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to remedy such deficiencies.

#### **Final Application for Payment:**

14.14 After Contractor has completed all such corrections to the satisfaction of Project Manager and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents and other documents - all as required by the Contract Documents

- and after Project Manager has indicated that the Work is acceptable (subject to the provisions of paragraph 14.18), Contractor may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents and such other data and schedules as Project Manager may reasonably require, together with complete and legally effective releases or waivers (satisfactory to Owner) of all Liens arising out of or filed in connection with the Work. In lieu thereof and as approved by Owner, Contractor may furnish receipts or releases in full; an affidavit of Contractor that the releases and receipts include all labor, services, material and equipment for which a Lien could have been filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner or his property might in any way be responsible, have been paid or otherwise satisfied; and consent of the Surety, if any, to final payment. If any Subcontractor, manufacturer, fabricator, supplier or distributor fails to furnish a release or receipt in full, Contractor may furnish a Bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

#### **Final Payment and Acceptance:**

- 14.15 If Project Manager is satisfied that the Work has been completed and Contractor has fulfilled all of his obligations under the Contract Documents, Project Manager will, within ten days after the receipt of the final Application for Payment, indicate in writing his recommendation of payment and present the Application to Owner for payment. Thereupon, Project Manager will give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of paragraph 14.18. Otherwise, Project Manager will return the Application to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application. If the Application and accompanying documentation are appropriate as to form and substance, Owner shall pay Contractor the amount recommended by Project Manager.
- 14.16 If, through no fault of Contractor, final completion of the Work is significantly delayed thereof and if Project Manager so confirms, Owner shall, upon receipt of Contractor's final Application for Payment and recommendation of Project Manager, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or Corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.1, the written consent of the Surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Project Manager with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

### **Contractor's Continuing Obligation:**

14.17 Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by Project Manager, nor the issuance of a certificate of Substantial Completion, nor any payment by Owner to Contractor under the Contract Documents, nor any use or occupancy of the Work or any part thereof by Owner, nor any act of acceptance by Owner nor any failure to do so, nor the issuance of a notice of acceptability by Project Manager pursuant to paragraph 14.15, nor any correction of defective Work by Owner shall constitute an acceptance of Work not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents.

### **Waiver of Claims:**

14.18 The making and acceptance of final payment shall constitute:

14.18.1 a waiver of all claims by Owner against Contractor, except claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.13 or from failure to comply with the Contract Documents or the terms of any special guarantees specified therein; however, it shall not constitute a waiver by Owner of any rights in respect of Contractor's continuing obligations under the Contract Documents; and

14.18.2 a waiver of all claims by Contractor against Owner other than those previously made in writing and still unsettled.

## **ARTICLE 15      SUSPENSION OF WORK AND TERMINATION**

### **Owner May Suspend Work:**

15.1 Owner may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to Contractor and Project Manager which shall fix the date on which the Work shall be resumed. Contractor shall resume the Work on the date so fixed. Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if he makes a claim therefor as provided in Articles 11 and 12.

### **Owner May Terminate:**

15.2 Upon the occurrence of any one or more of the following events:

15.2.1 if Contractor is adjudged a bankrupt or insolvent,

15.2.2 if Contractor makes a general assignment for the benefit of creditors,

- 15.2.3 if a trustee or receiver is appointed for Contractor or for any of Contractor's property,
- 15.2.4 if Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws,
- 15.2.5 if Contractor repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment,
- 15.2.6 if Contractor repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment,
- 15.2.7 if Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction,
- 15.2.8 if Contractor otherwise violates in any substantial way any provisions of the Contract Documents,

Owner may after giving Contractor and his Surety seven days written notice, terminate the services of Contractor, exclude Contractor from the site and take possession of the Work and of all Contractor's tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which Owner has paid Contractor but which are stored elsewhere, and finish the Work as Owner may deem expedient. In such case Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the work, including compensation for additional professional services, such excess shall be paid to Contractor. If such costs exceed such unpaid balance, Contractor shall pay the difference to Owner. Such costs incurred by Owner shall be verified by Project Manager and incorporated in a Change Order, but in finishing the Work Owner shall not be required to obtain the lowest figure for the Work performed.

- 15.3 Where Contractor's services have been so terminated by Owner, the termination shall not affect any rights of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.
- 15.4 Upon seven days written notice to Contractor and Project Manager, Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Agreement. In such case, Contractor shall be paid for all Work executed and any expense sustained plus reasonable termination expenses.

**Contractor May Stop Work or Terminate:**

- 15.5 If, through no act or fault of Contractor, the Work is suspended for a period of more than ninety days by Owner or under an order of court or

other public authority, or Project Manager fails to act on any Application for Payment within thirty days after it is submitted, then Contractor may, upon seven days written notice to Owner and Project Manager, terminate the Agreement and recover from Owner payment for all Work executed and any expense sustained plus reasonable termination expenses. In addition and in lieu of terminating the Agreement, if Project Manager has failed to act on an Application for Payment as aforesaid, Contractor may upon seven days notice to Owner and Project Manager stop the Work until payment of all amounts then due. The provisions of this paragraph shall not relieve Contractor of his obligations under paragraph 6.27 to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with Owner.

## ARTICLE 16     ARBITRATION

- 16.1 All claims, disputes and other matters in question arising out of this Contract Work, or breach thereof, except claims which have been waived by the making of or acceptance of Final Payment, under paragraphs 14.15, 14.16, and 14.18, shall be decided by arbitration in accordance with the Construction Arbitration Rules stipulated by the most current statutes of the State of Oregon unless the parties mutually agree otherwise. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration statutes applicable to the circumstance. The award rendered by the arbitrations shall be final, and judgment may be entered upon it in accordance with the law in any court having jurisdiction in the State of Oregon.
- 16.2 Notice of the demand for arbitration shall be filed in writing with the other party to the Contract and with the Arbitration Board authority of the State of Oregon, prevailing, and a copy shall be filed with the Project Manager of the Work. The demand shall not be executed until:
  - 16.2.1 the date of receipt of the Project Manager's written decision or
  - 16.2.2 the tenth (10) day after the parties have presented evidence to the Project Manager, if the Project Manager provides no decision, unless other specific stipulations occur in the Contract Documents. In no case will a claim be filed or initiated, as above, after the date when initiation of legal or equitable proceedings, based on such a claim, dispute or other matter pertinent, would be barred by applicable Oregon State Statute.
- 16.3 The existence of a claim for arbitration will not be cause for cessation of the Work by the Contractor. The Contractor shall continue to execute the Work and maintain progress schedules during any arbitration proceedings, unless otherwise directed, or agreed by himself and the Owner in writing.

## **ARTICLE 17 MISCELLANEOUS**

### **Giving Notice:**

- 17.1 Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

### **Computation of Time:**

- 17.2 When any period of time is referred to in the Contract Documents by days, it shall be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation.

### **General:**

- 17.3 Should Owner or Contractor suffer injury or damage to his person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

### **Air, Water and Noise Pollution:**

- 17.4 The Contractor is instructed that he and all subordinates and Subcontractors will be required to comply with all applicable Oregon Statutes and regulations relating to air, water, and noise pollution.

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**PART 1 - GENERAL****1.1 WORK COVERED BY CONTRACT DOCUMENTS:**

- A. The Work of the Contract consists of installing offices, electrical service and HVAC systems in a steel building added to the Bridge shop under a separate contract, as indicated on Drawings and specified herein.
- B. Additional requirements of all parties to the Contract: None

**1.2 CONTRACTS:**

- A. Construct the Work under a Single, Fixed-price Contract, furnished by Owner.

**1.3 WORK SEQUENCE:**

- A. Construct Work in stages to accommodate Owner and public use to the premises during the construction period. Coordinate the construction schedule and operations with Project Manager.
- B. All Work shall be completed within calendar days from the date that Notice to Proceed is given by the Owner.

**1.4 CONTRACTOR USE OF PREMISES:**

- A. Contract shall limit his use of the premises for Work and for storage, to allow for:
  - 1. Work by other Contractors.
  - 2. Multnomah County occupancy.
  - 3. Public use.
- B. Coordinate use of premises under direction of Project Manager.
- C. Assume full responsibility for the protection and safekeeping of Products under this Contract, stored on the Site.
- D. Move any stored Products, under Contractor's control, which interfere with operations of Owner or separate contractor.
- E. Obtain and pay for the use of additional storage or Work areas needed for operations.
- F. Building occupants can only tolerate a low level of noise. Any Work that will be excessively noisy must take place during other than normal business hours. Coordinate after-hour Work with Project Manager.



#### 1.5 CONTINUED OCCUPANCY:

- A. Owner and public will occupy the premises during the entire period of construction for the Owner's normal operations. Cooperate with Project Manager in all construction operations to minimize conflict, and to facilitate Owner and public usage.
- B. Contractor shall at all times conduct his operations as to insure the least inconvenience to the general public.

#### 1.6 PARTIAL OCCUPANCY:

- A. The Contractor shall schedule his operations for completion of portions of the Work, as designated, for Owner occupancy prior to Substantial Completion of the entire Work.
- B. Designated areas and mandatory dates:
- C. Execute Certificate of Substantial Completion for each specific Portion of the Work prior to Owner occupancy.
- D. After Owner occupancy, Contractor shall provide:
  - 1. Access for Owner personnel and public.
  - 2. Operation of permanent HVAC, electrical systems, water supply systems, waste water systems and required exits.
  - 3. Provide protection from service interruption and excessive noise or air pollution.
- E. Upon occupancy, Owner will provide custodial services, security, maintenance, and insurance on property.

#### 1.7 OWNER-FURNISHED PRODUCTS:

- A. Products furnished and paid for by Owner, described in Specification Sections:
  - 1.
- B. Owner Responsibilities:
  - 1. Arrange for and deliver necessary shop drawings, product data and samples to the Contractor.
  - 2. Arrange and pay for Product delivery to the site.
  - 3. Deliver supplier's bill of materials to Contractor.
  - 4. Inspect deliveries jointly with Contractor.
  - 5. Submit claims for transportation damage.
  - 6. Arrange for replacement of damaged, defective or missing items.
  - 7. Arrange for manufacturer's warranties, bonds, service, inspections, as required.

**C. Contractor's Responsibilities:**

1. Designate delivery date for each Product in the Construction Schedule.
2. Review shop drawings, product data and samples. Submit to Project Manager with notification of any discrepancies or problems anticipated in the use of the Product.
3. Receive and unload Products at the site.
4. Promptly inspect Products jointly with Project Manager, record shortages, damaged or defective items.
5. Handle Products at the site, including uncrating and storage.
6. Protect Products from exposure to elements and from damage.
7. Assemble, install, connect, adjust and finish Products, as stipulated in the respective Section of Specifications.
8. Repair or replace items damaged by Contractor.

**1.8 SAFETY AND HEALTH STANDARDS:**

These construction documents and the Work contemplated are to be governed at all times by applicable provisions of the Federal Law(s), including but not limited to, the latest amendments of the following:

- A. Williams-Steiger Occupational Safety & Health Act of 1970, Public Law 91-596.
- B. Part 1910 - Occupational Safety and Health Standards, Chapter XVII of Title 29, Code of Federal Regulations.
- C. Part 1518 - Safety and Health Regulations for Construction, Chapter XIII of Title 29, Code of Federal Regulations.

**PART 1 - GENERAL****1.1 MECHANICAL AND ELECTRICAL DRAWINGS:**

- A. Mechanical and electrical contract drawings are diagrammatic. Additional offsets and bends may be required.
- B. Install additional offsets and bends in the systems where required by field conditions.
- C. The Project Manager or Architect/Engineer may make minor adjustments in fixture outlet, grille, louver or ventilator locations prior to rough-in Work.

**1.2 MECHANICAL AND ELECTRICAL COORDINATION:**

- A. Coordinate rough-in, plumbing and wiring requirements for equipment with equipment supplier.
- B. Install rough-in, plumbing and wiring in accordance with equipment manufacturer's printed instructions.

**1.3 CLEARANCES:**

- A. Provide adequate clearance between Architectural, Structural, Mechanical, and Electrical Systems. Verify physical dimensions of equipment with its available space. Check access routes through concealed spaces.
- B. Review Design Drawings for possible conflicts prior to rough-in. Contractor is responsible for verification that equipment will fit in the space provided. Resolve conflicts with Architect/Engineer prior to rough-in Work.

**1.4 CUTTING AND PATCHING FOR MODIFICATION OF EXISTING AND NEW WORK:**

- A. Execute cutting, fitting or patching of Work required to remove and replace defective Work and Work not conforming to Contract Documents.
- B. Inspect existing conditions of Work, including elements subject to movement or damage during cutting and patching.
- C. Provide shoring, bracing and support as required to maintain structural integrity of the Project.
- D. Execute cutting, product removal and patching by methods which will prevent damage to other Work, will provide proper surfaces to receive installation of repairs and will comply with specified tolerances and finishes.
- E. Fill openings cut oversized to install equipment systems or sleeves until finished surface is tight against the equipment, system or sleeve installed in the opening.
- F. Repair surfaces adjacent to cut areas to match the adjacent finish.

1.5 CUTTING OF WOOD FRAMING MEMBERS FOR PIPE, WIRES AND CONDUIT:

- A. Do not cut or notch joists except 1-inch diameter holes drilled in the center 1/3 of the member depth.
- B. Do not drill or notch studs except:
  - 1. Notches in lower 1/5 of stud height and not more than 1/4 of the stud width.
  - 2. Holes not in center 1/3 of stud height and not more than 1/3 of stud width.

## **SECTION 01080**

## **IDENTIFICATION SYSTEMS**

### **PART 1 - GENERAL**

#### **1.1 DESCRIPTION:**

A. Work Included: Provide identification systems as indicated on Drawings and specified herein.

B. Work Specified Elsewhere:

Equipment and Systems Manual: Section 01700 CONTRACT CLOSEOUT.

#### **1.2 SUBMITTALS**

A. Office Samples: Submit sample of equipment nameplate, piping identification, valve tags, circuit labels and switch labels for Project Manager's review prior to starting identification Work.

B. Directories for Equipment and Systems Manual:

1. Provide one copy of a nameplate directory, switch directory and valve tag directory in each set of equipment and systems manuals delivered to the Project Manager for review.

2. Provide one copy of a list of piping, circuit and switch markers in each set of preliminary equipment and systems manuals delivered to the Project Manager for review prior to starting identification Work.

### **PART 2 - PRODUCTS**

#### **2.1 IDENTIFICATION SYSTEMS:**

A. Design Criteria: Comply with OSHA and ANSI Standards for equipment and system identification.

B. Equipment Identification:

1. Indicate manufacturer's name, equipment capacity, size and characteristics.

2. Indicate unit designation and indicate system served by each piece of equipment.

C. Piping Identification: Indicate line designation, pipe size and function of pipe system.

D. Circuit Identification: Indicate circuit designation, conductor capacity and function of circuit.

- E. Switch and Control Identification:
  - 1. Label disconnect switches, motor starters, relay switches, contactors, time switches and clocks and control panels.
  - 2. Indicate voltage, amperage, circuit number and equipment or system served.
- F. Panelboard Schedules: Identify circuit number, load served and breaker number with transparent covered, typewritten schedule.
- G. Sign Systems: Select one of the following:
  - 1. Adhesive backed vinyl, pre-cut letters.
  - 2. Adhesive backed, tool-printed plastic tape.
  - 3. Machine engraved, 3-ply plastic laminate.
  - 4. Brady Markers by W.H. Brady Co.
  - 5. Other system as approved.
- H. Banding Tape: Setmark by Seton, Tape by W.H. Brady Co. or approved.
- I. Valve Tags: 3/4 inch minimum diameter, numbered brass or aluminum.
- J. Copy Requirements:
  - 1. Use color combinations for complex systems.
  - 2. Use numbers and letters used on Drawings, shop drawings or equipment and systems manual.
  - 3. Provide room designations assigned by name or number near completion of Work and not the space designation on the Contract Documents.
  - 4. Minimum Letter Size: 5/32 inch.
  - 5. Minimum Arrow Size: Same as adjacent identification letter.

## **PART 3 - EXECUTION**

### **3.1 INSTALLATION**

- A. Equipment Identification: Supplement manufacturer's information where required or not visible in the final position of equipment. Secure nameplate to equipment housing or on adjacent surface.
- B. Label Application:
  - 1. Apply labels as follows:

- a. Every 20 to 50 feet along continuous lines.
  - b. Adjacent to each valve, switch or control; on each riser and at each "T."
  - c. Where a line passes through a wall, into and out of concealed spaces.
2. Apply labels to lower quarters of pipe in horizontal runs where view is not obstructed.
  3. Apply arrow labels indicating direction of flow.
  4. Apply labels above accessible ceilings in addition to exposed areas.
- C. Valve Tags:
1. Attach to each valve including automatic valves with a brass chain.
  2. Label each tag starting at S-1 for irrigation, H-1 for heating, V-1 for ventilating, C-1 for cooling, P-1 for plumbing, and F-1 for fire protection system.
- D. Panel Schedules: Place on inside face of panel door or on face of panel.

## **SECTION 01150**

## **MEASUREMENT AND PAYMENT**

### **PART 1 - GENERAL**

#### **1.1 UNIT PRICES:**

- A. Where unit prices are included in Section 00300 BID FORM, these prices will be used to determine price in change orders.
- B. Comply with Section 00900 GENERAL CONDITIONS for overhead and profit calculations on the Change Order Form.

#### **1.2 APPLICATION FOR PAYMENT:**

- A. Execute a copy of AIA Document G702, Application and Certificate for Payment, and AIA Document G703, Continuation Sheet.
- B. Include itemized statements of original sum, additions and deductions from Change Orders and Construction Change Authorizations, deductions for previous payments and sum remaining due.
- C. Obtain original sums from Schedule of Values, see Section 01300 SUBMITTALS.
- D. Submit three signed copies on a monthly basis to Project Manager who will review for approval and forward to the Facilities and Property Management Division Director of Multnomah County, 2505 S.E. 11th Avenue, Portland, Oregon 97202.

#### **1.3 CHANGE ORDER PROCEDURES:**

- A. Execute on a copy of AIA Document G701 Change Order.
- B. Complete accounting to obtain new Contract Sum and new Date of Completion.
- C. Submit five signed copies to Project Manager who will review and forward to the Facilities and Property Management Division Director of Multnomah County, 2505 S.E. 11th Avenue, Portland, Oregon 97202.
- D. Submit an itemized breakdown of labor and materials including overhead and profit with each Change Order. Submit copies of estimating sheets to the Project Manager upon request.



## SECTION 01200

## PROJECT MEETINGS

### PART 3 - EXECUTION

#### 3.1 ADMINISTRATION OF PROJECT MEETINGS:

- A. Project Manager will schedule meeting and confirm dates with parties involved.
- B. Project Manager will make physical arrangements for meetings and preside at meetings.

#### 3.2 PRE-CONSTRUCTION MEETINGS:

- A. Schedule before Notice to Proceed.
- B. Attendance: Project Manager, Architect/Engineer, Architect/Engineer's consultants, Contractor, and major subcontractors.
- C. Minimum Agenda:
  - 1. Distribute and discuss list of subcontractors and tentative construction schedule.
  - 2. Discuss processing of field decisions, construction change authorizations and change orders.
  - 3. Discuss procedures for maintaining Project Record Documents.
  - 4. Discuss use of premises, including site, existing building, storage areas and security.
  - 5. Discuss deliveries, safety, parking, housekeeping and noise limitations.

#### 3.3 PROGRESS MEETINGS:

- A. Frequency: Regular meetings every 30 days. Additional meetings as required.
- B. Attendance: Project Manager and/or Architect/Engineer, Architect/Engineer's consultants, Contractor, subcontractors affected by agenda.
- C. Minimum Agenda:
  - 1. Review progress since previous meeting.
  - 2. Discuss field observations, problems construction change authorizations and change orders.
  - 3. Review delivery schedules, construction schedule, and identify problems which impede scheduled progress.
  - 4. Review proposed changes.

## **SECTION 01300      SUBMITTALS**

### **PART 1 - GENERAL**

#### **1.1 DESCRIPTION:**

- A. Submit construction progress schedule, shop drawings, product data, samples, schedule of values, subcontractor list, and Performance and Payment Bonds as specified in this and other Sections.
- B. Related Documents:
  - 1. Construction Schedule Requirements: Paragraph 14.1 in Section 00900 GENERAL CONDITIONS.
  - 2. Shop Drawings, Product Data and Samples Requirements: Paragraphs 6.21 to 6.26 in Section 00900 GENERAL CONDITIONS.
  - 3. Schedule of Values Requirements: Paragraph 14.1 in Section 00900 GENERAL CONDITIONS.
  - 4. Subcontractor List Requirements: Section 00430 SUBCONTRACTOR LIST.

#### **1.2 CONSTRUCTION SCHEDULE:**

- A. Content: Show product and installation dates for major products. Show dates for enclosing interior space, mechanical system completion, substantial completion, final completion and Owner occupancy.
- B. Updating: Indicate progress of each activity, show revised completion dates. Provide listing of current and anticipated accelerations and delays. Describe proposed corrective action when required.

#### **1.3 SHOP DRAWINGS:**

- A. Submit shop drawings showing connections, details, dimensions, finishes and fasteners.
- B. Identify related shop drawings which will be submitted at a later date.

#### **1.4 PRODUCT DATA:**

- A. Submit manufacturer's catalog sheets, brochures, diagrams, schedules, performance charts, illustrations and other descriptive data on manufactured products and systems.

- B. Where the specific catalog number and manufacturer specified will be furnished, the Contractor may submit a statement of conformance with the Contract Documents in place of the product data.
- C. Submit the amount of product data for each product or system to obtain acceptable review.
- D. Identify data sheets with the section and paragraph numbers where the product or system is specified.
- E. Equipment and systems must meet performance data even when specified by manufacturer's name and catalog number.

#### 1.5 OFFICE SAMPLES:

- A. Submit office samples of size and quantity specified or of sufficient size and quantity to clearly illustrate functional characteristics of product, material, or system with integrally related parts and attachment devices.
- B. Identify samples and show range of finishes where appropriate.

#### 1.6 FIELD SAMPLES:

- A. Construct each sample complete, including work of all trades required in finished Work.
- B. After approval, where appropriate, field samples may be incorporated into the Project. When directed, remove field samples not incorporated into the Project.

#### 1.7 SCHEDULE OF VALUES:

- A. Submit a Schedule of Values covering various parts of Work, including quantities aggregating the total sum of the Contract. This schedule will be the basis for the Contractor's Application for Payment.
- B. Upon request by Project Manager, support values given with data that will substantiate their correctness.

#### 1.8 SUBCONTRACTOR LIST:

- A. Submit a complete list of subcontractors proposed to be used, with the name of the major product manufacturers indicated.
- B. Submit on form provided in Section 00430 SUBCONTRACTOR LIST.

#### 1.9 CONTRACT SUBMITTALS:

- A. Performance Bond and Labor and Materials Payment Bond: Submit as provided in Subparagraph 5.1 in Section 00900 GENERAL CONDITIONS in the form provided in Section 00620 LABOR AND MATERIAL PAYMENT BOND.
- B. Bid Bond: Submit Bid Bond on form provided, see Section 00410 BID BOND.

## PART 3 - EXECUTION

### 3.1 CONTRACTOR'S SUBMITTAL:

- A. Review submittals prior to submission and provide stamp of approval signed or initialed by Contractor, indicating the Contractor has inspected the submittals and certifying that they are complete, correct, in compliance with the Contract Documents and suitable for the Project.
- B. Submit to Project Manager when required by each Specification Section. Notify Project Manager in writing at time of submission of deviation in submittals from requirements of Contract Documents.

### 3.2 PROJECT MANAGER'S REVIEW:

- A. Project Manager will review submittals for design concept and conformance with the contract documents and return submittals requiring correcting with corrections noted thereon.
- B. Contractor's responsibility for deviations in submittals from requirements of Contract Documents is not relieved by Project Manager's review of submittals unless Project Manager gives written acceptance of specific deviations.

### 3.3 SUBMITTAL PROCESS:

- A. Corrections: Immediately incorporate all required corrections in the submittals and resubmit for further review, if required.
- B. Quantity of Required Submittals to Project Manager:
  - 1. Construction Progress Schedule, Shop Drawings, Product Data and Schedule of Values: Submit four opaque prints.
  - 2. Subcontractor List, Certificate of Insurance and Performance and Payment Bonds: Submit one copy with Bid or Contract as required.
  - 3. Office and Field Samples: See Section covering specific product, material or system for size and quantity required.

### 3.4 TIME SCHEDULE FOR SUBMITTALS: (quantities in days)

	<u>First Submittal</u>	<u>Owner and Project Manager Review In</u>	<u>Contractor Update and Resubmit In</u>
A. Construction Schedule:	Prior to Notice to Proceed	10	10 prior to first payment application and update in 30.
B. Shop Drawings:	Prior to Notice to Proceed	10	--

		<u>First Submittal</u>	<u>Owner and Project Manager Review In</u>	<u>Contractor Update and Resubmit In</u>
C.	Product Data:	15 prior to ordering	10	--
D.	Office Samples:	15 prior to ordering	5	--
E.	Field Samples:	Prior to in- stallation	5	--
F.	Schedule of Values:	Prior to first payment application	5	30
G.	Subcontractor List:	Submit with bid	--	--
H.	Performance Bond and Labor and Material Payment Bond:	5 after contract award	10	--
I.	Bid Bond	Submit with bid	--	--

**PART 1 - GENERAL****1.1 REQUIREMENTS OF REGULATORY AGENCIES**

Temporary facilities shall comply with building codes, ordinances and regulations of public authorities.

**1.2 TEMPORARY UTILITIES:****A. Temporary Power:**

1. Provide power to all areas of the Site or supplement the existing power for temporary lighting, temporary heating and ventilating, temporary communications systems, construction equipment and testing equipment.
2. Contractor may use permanent power system after obtaining written approval from the Owner.
3. Owner will pay for power used.

**B. Temporary Lighting:**

1. Provide temporary lighting or supplement the existing lighting throughout the construction period as required.
2. Provide additional lighting for finish Work when required.
3. Contractor may use the existing lighting system. Owner will pay for power used.

**C. Minimum Interior Temperatures:** After temporary enclosures are installed, provide 40 degrees F in construction areas and 60 degrees F in finish Work areas for 24 hours per day until Substantial Completion.**D. Minimum Ventilation:** Provide local exhaust ventilation to prevent harmful dispersal of hazardous substances into atmosphere at all times. Provide ventilation for materials being cured.**E. Temporary Water:** The Contractor may use existing water supply systems. Owner will pay for water used. Supplement the existing system as required for construction activities.**F. Sanitary Facilities:**

1. Contractor may use existing toilet and washing facilities unless otherwise specified by the Owner.
2. Maintain, repair (if damaged by Contractor) and clean the existing facilities as required until Substantial Completion.

### 1.3 TEMPORARY CONTROLS:

- A. Security: Provide temporary locks and doors at all new openings after building is enclosed.
- B. First Aid: Provide required first aid facilities for construction personnel.
- C. Fire Protection:
  - 1. Fire Safety: Take all precautions to prevent the possibility of fire resulting from construction operations. Particularly avoid hazardous accumulations of rubbish and unsecured flammable materials.
  - 2. Fire Fighting Equipment: If required, provide emergency fire extinguishers of adequate type and quantity, properly maintained. Obtain local Fire Department approval of emergency fire extinguishers.
- D. CONSTRUCTION AIDS AND BARRIERS:
  - 1. Provide ramps, ladders, stairs, guardrails, chutes and material hoists. Construct and maintain to requirements of governing agencies. Furnish for safety of public and construction personnel.
  - 2. Provide barriers to protect materials, equipment, new Work, construction personnel and public.
- E. Access, Parking and Traffic Regulation:
  - 1. Keep access roads and loading areas clear.
  - 2. Provide barricades, warning signs, or other traffic regulators which may become necessary for protection of public, construction personnel or property.
- F. Disposal Control: Comply with local ordinances. Do not dispose of volatile wastes in storm or sanitary drains.
- G. Interior Dust Control: Vacuum clean interior spaces prior to and during painting. Provide barriers to prevent dust from entering the existing building during demolition and new construction. Contractor is responsible for cleaning of area and cleaning/repair of Owner equipment if adequate barriers not provided.
- H. Exterior Dust Control: Wet down exposed earth materials to prevent blowing dust as required.

## PART 2 - EXECUTION

### 3.1 FACILITY REMOVAL:

- A. Completely remove temporary materials and equipment upon completion of construction.
- B. Repair damage caused by installation of temporary items and restore finishes to specified condition.

## SECTION 01600

## MATERIAL AND EQUIPMENT

### PART 1 - GENERAL

#### 1.1 WORK SPECIFIED ELSEWHERE:

- A. Standard Warranty: Paragraph 13.12 in Section 00900 GENERAL CONDITIONS.
- B. Substitutions After Contract Award: Paragraph 6.7 in Section 00900 GENERAL CONDITIONS.
- C. Shop Drawings, Product Data, Samples and Schedules: Section 01300 SUBMITTALS.

#### 1.2 MATERIAL AND EQUIPMENT SELECTION:

- A. Comply with Standards and Specifications including: Size, make, type and quality specified, or as approved in writing by the Project Manager.
- B. Manufactured and Fabricated Products:
  - 1. Design, fabricate and assemble in accordance with the best engineering and shop practices.
  - 2. Manufacture like parts of duplicate units to standard sizes and gauges, to be interchangeable.
  - 3. Two or more items of the same kind shall be identical and by the same manufacturer.
  - 4. Provide products suitable for service conditions.
  - 5. Adhere to equipment capacities, sizes and dimensions shown or specified unless variations are specifically approved in writing.
- C. Do not use material or equipment for any purpose other than that for which it is designed or is specified.
- D. Fabricate and install equipment to deliver its full rated capacity at the efficiency for which it was designed.
- E. Select and install equipment to operate at full capacity without excessive noise or vibration.
- F. Provide electrical products with Underwriter's Laboratories Label or as approved by the local inspection authority.



### 1.3 REUSE OF EXISTING MATERIAL:

- A. Except as specifically indicated or specified, do not use materials and equipment removed from the existing structure in the completed Work.
- B. For material and equipment specifically indicated or specified to be reused in the Work:
  - 1. Use special care in removal, handling, storage, and reinstallation to assure proper function in the completed Work.
  - 2. Arrange and pay for transportation, storage and handling of products which require off-site storage, restoration or renovation.

### 1.4 MANUFACTURER'S INSTRUCTIONS:

- A. Perform Work in accord with manufacturer's printed installation instructions, obtain and distribute copies of such instructions to parties involved in the installation, including two copies to Project Manager, if requested.
- B. Maintain one set of complete installation instructions at the Site until completion.
- C. Handle, install, connect, clean, condition and adjust products in strict accordance with manufacturer's printed instructions and in conformity with specified requirements.
  - 1. Should job conditions or specified requirements conflict with manufacturer's instructions, consult with Project Manager for further instructions.
  - 2. Do not proceed with Work without clear instructions.
- D. Do not omit any preparatory step or installation procedure unless specifically modified or exempted by Contract Documents.

### 1.5 TRANSPORTATION AND HANDLING:

- A. Arrange deliveries of products in accordance with construction progress schedules, coordinate to avoid conflict with Work and conditions at the Site.
  - 1. Deliver products in undamaged condition, in manufacturer's original containers or packaging, with identifying labels intact and legible.
  - 2. Immediately on delivery, inspect shipments to assure compliance with requirements of Contract Documents and assure products are properly protected and undamaged.
- B. Provide equipment and personnel to handle products by methods to prevent soiling or damage to products or packaging.

## 1.6 STORAGE AND PROTECTION:

- A. Store products in accordance with manufacturer's instructions, with seals and labels intact and legible.
  - 1. Store products subject to damage by the elements in weather-tight enclosures.
  - 2. Maintain temperature and humidity within the ranges required by manufacturer's instructions.
  - 3. Protect equipment and systems from moisture, chemical or mechanical damage before and after installation.
- B. Exterior Storage:
  - 1. Store fabricated products above the ground, on blocking or skids, to prevent soiling or staining. Cover products which are subject to deterioration with impervious sheet coverings. Provide adequate ventilation to avoid condensation.
  - 2. Store loose granular materials in a well-drained area on solid surfaces to prevent mixing with foreign matter.
- C. Inspection: Arrange storage in a manner to provide easy access for inspection. Make periodic inspections of stored products to assure that products are maintained under specified conditions, and free from damage or deterioration.
- D. Protection After Installation:
  - 1. Provide substantial coverings as necessary to protect installed products from damage from traffic and subsequent construction operations.
  - 2. Plug or cap pipe and conduit openings to prevent the entrance of foreign matter.
  - 3. Remove protection materials when no longer needed.

## 1.7 PRODUCT OPTIONS:

- A. For products specified only by reference standard, select any products meeting that standard.
- B. For products specified by naming one or more products or manufacturers, followed by the phrase "or approved equal," Contractor must submit a substitution request for any product or manufacturer not specifically named.
- C. For products specified by naming only one product and manufacturer, followed by the words "no substitutions," there is no option.

1.8 SUBSTITUTION PROCEDURES:

- A. Format: Substitution requests will be considered only if they are prepared on a copy of the Portland Chapter Construction Specifications Institute "Substitution Request Form." A copy is included at the end of this Section.
- B. Supporting Data: Submit a separate request for each product, supported with complete data, drawings, and samples as appropriate, to the project manager.

1.0 PRE-BID REQUESTS:

- A. Consideration: Substitutions will only be considered if submitted no less than seven (7) days before Bid opening.
- B. Acceptance: If the bidder complies with the requirements of this Section and in Owner's and Project Manager's opinion the proposed product is acceptable in lieu of the one or more specified, the Owner's Purchasing Division will include it in an addendum which will be issued to all bidders.

1.10 AFTER AWARD OF CONTRACT REQUESTS:

- A. Consideration: Requests for substitution of specified products after the construction contract is signed will be considered only for the following reasons.
  - 1. Owner's or Project Manager's request.
  - 2. Reduction in contract time or contract sum.
  - 3. Specified product is not available from any source.
  - 4. Specified product would cause significant delay in contract time.
- B. Submittal: Submit requests on a copy of the "Substitution Request Form."
- C. Acceptance: If the Contractor complies with the requirements of this Section and in Owner's and the Project Manager's opinion the proposed product is acceptable in lieu of the one or more specified, the Project Manager will issue a Change Order will issue a Change Order where contract sum or time is affected or give written authorization where contract sum or time is not affected.

1.11 SALVAGE

Salvageable items, which are identified on the job site are to remain the property of the Owner, shall be removed in a manner to minimize damage thereto and delivered to the Owner at a place as designated by the Project Manager.

# SUBSTITUTION REQUEST FORM



SPECIFICATIONS INSTITUTE  
Portland Chapter

TO: \_\_\_\_\_

PROJECT: \_\_\_\_\_

We hereby submit for your consideration the following product instead of the specified item for the above project:

<u>Section</u>	<u>Paragraph</u>	<u>Specified Item</u>
_____	_____	_____

Proposed Substitution: \_\_\_\_\_

Attach complete technical data, including laboratory tests, if applicable.

Include complete information on changes to Drawings and/or Specifications which proposed substitution will require for its proper installation.

Fill In Blanks Below:

- A. Does the substitution affect dimensions shown on Drawings?  
\_\_\_\_\_
- B. Will the undersigned pay for changes to the building design, including engineering and detailing costs caused by the requested substitution?  
\_\_\_\_\_
- C. What affect does substitution have on other trades? \_\_\_\_\_  
\_\_\_\_\_
- D. Differences between proposed substitution and specified item? \_\_\_\_\_  
\_\_\_\_\_
- E. Manufacturer's guarantees of the proposed and specified items are:  
☐ Same ☐ Different (explain on attachment)

The undersigned states that the function, appearance and quality are equivalent or superior to the specified item.

Submitted By:

Signature \_\_\_\_\_

Firm \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date \_\_\_\_\_

Telephone \_\_\_\_\_

For Use By Design Consultant:

- ☐ Accepted ☐ Accepted As Noted  
☐ Not Accepted ☐ Received Too Late

By \_\_\_\_\_

Date \_\_\_\_\_

Remarks \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## SECTION 01700

## CONTRACT CLOSEOUT

### PART 1 - GENERAL

#### 1.1 SUBSTANTIAL COMPLETION:

- A. Submit written notice to Project Manager that Work, or designated portion thereof, is substantially complete. Project Manager and his consultants will inspect Work within 14 days.
- B. If Project Manager determines that Work is not substantially complete, he will immediately notify Contractor in writing. Contractor shall complete Work and submit a second written notice of substantial completion to the Project Manager, who will reinspect the Work.
- C. When Project Manager concurs that Work is substantially complete, he will prepare a Certificate of Substantial Completion with a tentative list of items to be completed or corrected. Project Manager will submit Certificate and tentative list to Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate.

#### 1.2 CLEANING PRIOR TO FINAL INSPECTION:

- A. Remove grease, dust, dirt, stains, manufacturer's labels, fingerprints, etc. from sight exposed surfaces. Repair, patch and touch up marred surfaces.
- B. Clean heating and cooling ducts, blowers, coils, fixtures, equipment, piping and grilles. Replace disposable air filters and clean permanent filters. Flush water systems and disinfect domestic water lines.
- C. Broom clean exterior paved surfaces and walks. Rake clean landscaped areas. Vacuum clean interior spaces. Wash interior and exterior glazing and mirrors. Clean and mop floors.
- D. Maintain in cleaned condition until final completion or Owner occupancy.

#### 1.3 FINAL INSPECTION:

- A. Submit written certificate that Contract Documents have been reviewed, Project has been inspected by appropriate officials, Work is completed in accordance with Contract Documents, equipment and systems have been tested in the presence of Project Manager and are operational, and Work is ready for final inspection. Project Manager and his consultants will inspect Work within 7 days.
- B. Should Project Manager consider that the Work is incomplete or defective, he will notify Contractor in writing, listing the incomplete or defective work. Contractor shall remedy the deficiencies and send a second written certification to Project Manager that the Work is complete. Project Manager will reinspect the Work.

- C. When the Project Manager finds that Work is acceptable under the Contract Documents, he shall request the Contractor to make closeout submittals.

#### 1.4 REINSPECTION FEES:

Should Project Manager perform more than one reinspection due to failure of the Work to comply with the claims of status of completion made by the Contractor:

- 1. Owner may compensate Project Manager for such additional services.
- 2. Owner may deduct the amount of such compensation from the final payment to the Contractor.

#### 1.5 PROJECT RECORD DOCUMENTS:

- A. Maintain at the site one copy of: Project Manual, Contract Drawings, Construction Change Authorizations, Reviewed Shop Drawings, Field Test Records and Supplemental Instructions.
- B. Keep current record of documents and label "Project Record." Record location of concealed items and utility lines, field changes in dimension or detail and changes in materials furnished on Project Record Documents. Record changes from Supplemental Instructions, Change Orders, Construction Change Authorizations and Details not on Contract Drawings.
- C. Maintain during the course of construction one set of drawings that record any changes in the Work or deviations from the Drawings. Deliver these as-built drawings to the Project Manager with the Closeout Manuals.

#### 1.6 CLOSEOUT MANUALS:

- A. Form of Manuals:
  - 1. Prepare data in the form of instructional manuals for use by Owner's personnel. Use 8½" X 11" manual format in 3-ring binder.
  - 2. Include drawings, indexed tabs and title for each manual.
- B. Content of Manuals:
  - 1. List mechanical equipment and systems used in the Project. List installers, maintenance program and local source of supply for replacement parts.
  - 2. Include product data with specific equipment clearly identified.
  - 3. Include drawings of control diagrams, flow diagrams and system relationships.
- C. Materials and Finishes Manual:
  - 1. When requested, include manufacturer's data, catalog number, color and texture of finishes used.
  - 2. When requested, include instructions for care and maintenance on finishes including cleaning agents, methods and cleaning and maintenance schedule.

D. Equipment and Systems Manual:

1. Include manufacturer's description, operating characteristics, performance data, testing and balancing data and printed operating and maintenance instructions.
2. Include manufacturer's catalog number and replaceable parts list.
3. Include start-up, break-in, operating instructions, control, stopping, shut-down, emergency instructions and operating sequence.
4. Include summer and winter operating instructions, maintenance procedures, servicing and lubrication schedule, sequence of operation and control diagrams.
5. Include as-installed color coded piping diagrams and list of piping identification markers.
6. Include circuit directories of panel boards and as-installed color coded wiring diagrams.
7. Include as-installed color coded duct and damper layouts with design air volumes air flow ratings and fan sizes.
8. Include valve tag directory listing tag number, location, service, size, manufacture, model number and normal position.
9. Include name plate directory listing equipment designation, name plate data, location of equipment, location of switch and normal position of switch.

E. Warranties and Bonds Manual:

1. Assemble warranties, bonds and service and maintenance contracts executed by each manufacturer, supplier and subcontractor.
2. Include table of contents, beginning date and duration of warranty, bond or service contract, and party to contact in case of claim against warranty.

F. Spare Parts and Maintenance Materials Manual: Tabulate list of spare parts and maintenance materials showing product description, paragraph in Project Manual listing product and quantity delivered to Owner.

### **PART 3 - EXECUTION**

#### **3.1 INSTRUCTION OF OWNER'S PERSONNEL:**

- A. Prior to final inspection or acceptance, fully instruct Owner designated operating and maintenance personnel in the operation, adjustment and maintenance of all products, equipment and systems.

- B. Operating and maintenance manual shall constitute the basis of instruction.
  - 1. Review contents of manual with Owner's personnel in full detail to explain all aspects of operations and maintenance.
  - 2. Review complete heating and cooling cycles with Owner's personnel. Review location of dampers, valves and control equipment.

### 3.2 MAINTENANCE MATERIAL HANDLING:

- A. Label packages and deliver spare parts and maintenance materials to Owner's storage area.
- B. Submit quantity specified in each product section.

### 3.3 PAYMENTS AND RELEASE OF LIENS:

- A. Submit 2 executed copies of Contractor's Affidavit of Payment of Debts and Claims, AIA G706.
- B. Submit 2 executed copies of Contractor's Affidavit of Release of Liens, AIA G706A including:
  - 1. Consent of Surety to Final Payment, AIA G707.
  - 2. Contractor's release or waiver of liens.

### 3.4 SCHEDULE OF CLOSEOUT SUBMITTALS

- A. Preliminary Equipment and Systems Manual:
  - 1. Submit two copies of preliminary draft of proposed formats and outlines of contents prior to start of Work.
  - 2. Project Manager will review draft and return one copy with comments.
- B. Final Inspection Manuals:
  - 1. Submit one copy of materials and finishes manual, equipment and systems manual, warranties and bonds manual and spare parts and maintenance materials list in final form fifteen days prior to final inspection or acceptance.
  - 2. Copy will be returned after final inspection or acceptance with comments.
- C. Closeout Manuals: Submit two corrected copies of approved manuals in final form within 10 days after final inspection or acceptance.
- D. Keys and Certificate of Occupancy: Submit two copies of keying schedule. Submit keys and key blanks in quantities specified. Obtain and submit Certificate of Occupancy.



DIVISION 3 - CONCRETE

CAST IN PLACE CONCRETE

SECTION 03300

PART 1 GENERAL

1.1 QUALITY ASSURANCE

- A. All concrete construction shall conform to A.C.I. Spec.301 & 302, latest edition.
- B. DELIVERY TICKETS: Submit copies of all concrete delivery tickets to Project Manager. Tickets shall be prepared by the batch plant supplying material and shall indicate design mixes and admixtures. Concrete supplied not meeting specified mixes shall not be placed.

PART 2 PRODUCTS

2.1 MATERIALS

- A. CEMENT: Shall conform to A.S.T.M. C-150, Type I.
- B. AGGREGATES: Shall conform to A.S.T.M. C-33, maximum size aggregate 1 1/2".
- C. REINFORCING STEEL: Welded wire mesh shall conform to A.S.T.M. A-185.
- D. CURING COMPOUND: Federal "Quick Cure", Grace "Horn Clear Seal", Meadows "Sealtight CS-309"
- E. GROUND COVER UNDER SLABS ON GRADE : 55# roll roofing.
- F. SAND: Clean, well graded fine to coarse with no more than 2% passing the #200 sieve wet analysis.

PART 3 EXECUTION

3.1 CONCRETE REINFORCEMENT

- A. Protect until used, place free from ice, mud or any other coating which may destroy or reduce bond.
- B. Accurately position and support by masonry blocking of proper height to maintain reinforcement at mid-slab location.

3.3 CONCRETE

- A. FREEZING WEATHER: No work shall be done in weather when temperature falls below 30 degrees at any time within the 24 hour period. No accelerating or antifreeze admixtures shall be used. Earth subgrade shall not be frozen when concrete is placed thereon.
  - B. HOT WEATHER: Concrete placed during periods of hot weather, low humidity or high winds shall be protected from the sun and wind in accordance with the recommendations of the Portland Cement Association in Structural Bureau Bulletin ST-93, "Hot Weather Concreting" and ST-95 "Curing of Concrete".
  - C. MIXES: The proportions of aggregate to cement shall be such as to produce a mixture which will work readily into the corners and angles of the forms and around reinforcement without allowing material to segregate or excess free water to collect on the surface. Concrete shall conform to A.S.T.M. C-94. Cement contents and ratios indicate a minimum only. Stength required to govern actual batch mixes.
1. Concrete for floor slabs shall have the following values:
- Minimum cement content: 5 US bags per cu. yd. conc.
  - Max. Water-Cement Ratio: 6 US gal. per US bag cement.
  - Max. Slump: 2 1/2" to 3 1/2".
  - Water reducing admixture: Per manufacturers recommendations.
  - Minimum Compressive Strength @ 28 Days: 3000 psi.

3.4 PLACING

A. INTERIOR SLABS ON GRADE:

1. Install and compact 1 1/2" minus crushed rock rock base course as required to bring sub base to proper level.
2. Install ground cover and 2" deep sand bed cover.
3. Thoroughly wet base material just prior to pouring concrete.
4. Float, power trowel and steel trowel slabs to a smooth, dense, thoroughly condensed, hard surface.
5. Immediately after finishing, spray apply curing compound per manufacturer's recommendations. In addition, cover slabs with burlap or other water retaining fabric and maintain continuously wet for a period of seven days.
6. Protect slab from freezing for min. 7 days.

End of Section

DIVISION 6 - WOOD AND PLASTICS

ROUGH CARPENTRY

SECTION 06100

PART 1 GENERAL

1.1 QUALITY ASSURANCE

- A. Pressure treating of lumber (all lumber in contact with concrete) shall be with chromated copper arsenate in accordance with American Wood Preserver's Association recommendations and shall retain not less than 0.40 lb. per cu. ft. of wood. All members shall be grade stamped with the American Wood Preservers Quality Mark.
- B. All sawn lumber shall conform to the most recent grading rules of the Western Wood Products Association and shall be gradestamped by an agency certified by the Board of Review of the American Lumber Standards Committee.

PART 2 PRODUCTS

2.1 MATERIALS

- A. STUDS (2x2 through 4x6, 10' or shorter): Douglas Fir, Stud, S-Dry (Contractor may, at his option, use 3 1/2" galvanized, 18 gauge, steel C studs with 1 1/4" flanges, 33,000 p.s.i. minimum yield strength).

PART 3 EXECUTION

3.1 INSTALLATION

- A. STUDS: Carefully lay out , cut and fit all work. Secure with sufficient fasteners to insure rigidity and as detailed.

End of Section

FINISH CARPENTRY

SECTION 06200

PART 1 GENERAL

1.1 QUALITY ASSURANCE

All finish lumber shall conform to the most recent grading rules of the Western Wood Products Association.

PART 2 PRODUCTS

2.1 MATERIALS

A. TRIM: Douglas Fir, C & Better, S-Dry

PART 3 EXECUTION

3.1 INSTALLATION

A. TRIM:  
Install in as long lengths as practicable. Make joints tight.

End of Section

## ARCHITECTURAL WOODWORK

SECTION 06400

### PART 1 GENERAL

#### 1.1 DESCRIPTION

Work of this section shall include all labor and material required for installation of cabinet work as detailed.

#### 1.2 SUBMITTALS

Submit Shop Drawings in accordance with Section 01300. Shop drawings shall show all sizes, materials, fabrication dimensions and finishes.

### PART 2 PRODUCTS

#### 2.1 MATERIALS

##### A. CASES:

1. Surface areas: Plastic laminate on particle board with vinyl back. Plastic laminate Formica #942 "Nile", matte finish.
2. Interior Areas: Vinyl covered particle board, 3/4" standard with 1" where shown on drawings, Champion Building Products "Decolam", Willamette Industries "Kortron", Simpson "Decragard". White color.
3. Counter Top Underlayment: 3/4" moisture resistant particle board.
4. Cabinet Hardware:  
Each door shall have:  
1 pair hinges, Grass 1006 with appropriate base plate for cabinet type.  
1 each pull, Ives 37B4.

### PART 3 EXECUTION

#### 3.1 WORKMANSHIP

- A. Casework shall conform to 32mm, flush overlay, dowel pin construction standards.
- B. Doors and exterior shelves shall be edge banded with plastic laminate to match faces. Interior shelves shall be edge banded to match shelf face. Edge band all exposed plywood and particle board edges.
- C. Use concealed fastening where feasible.
- D. Furnish and install all hardware as specified in this section.
- E. Adhesive apply plastic laminate per manufacturer's recommendations.

End of Section

DIVISION 7 - THERMAL AND MOISTURE PROTECTION

INSULATION

SECTION 07200

PART 1 GENERAL

1.1 QUALITY ASSURANCE

Apply all insulation per requirements of Chapter 53, U.B.C. and per manufacturers recommendations. Materials shall meet flame spread ratings as set forth in UBC.

PART 2 PRODUCTS

2.1 MATERIALS

- A. THERMAL WALL INSULATION : Mineral or glass wool, one side vapor barrier, with an installed resistance of R11, rolls or batts.
- B. ACOUSTICAL WALL AND CEILING TREATMENT:  
3" thickness, USG sound attenuation fire blankets.

PART 3 EXECUTION

3.1 INSTALLATION

- A. THERMAL WALL INSULATION:  
Place tight within stud and joist spaces. Apply vapor barriers on room edge of studs and joists being careful to avoid holes and tears. Seal around all penetrations with duct tape.
- B. ACOUSTICAL WALL AND CEILING TREATMENT:  
Caulk top and bottom wall plates and corner studs and install insulation material tight fitting in accordance with manufacturer's written instructions. At ceiling, lay material on top of suspended acoustical tile, with tight edge fit.

End Of Section

## DIVISION 8 - DOORS AND WINDOWS

### METAL FRAMES

SECTION 08100

#### PART 1 GENERAL

##### 1.1 QUALITY ASSURANCE

Frames indicated on the drawings as fire rated shall be manufactured to U.L. Standards and carry the U.L. Label.

##### 1.2 SUBMITTALS

Submit Shop Drawings in accordance with Section 01300. Shop drawings shall show all sizes, materials, fabrication dimensions and finishes.

#### PART 2 PRODUCTS

##### 2.1 MATERIALS

- A. HOLLOW METAL FRAMES:  
16 gage, factory primed steel frames with, knock down type construction, size as shown on drawings, glazing stops to be square steel. Ceco, Fenestra, Republic, Curries, Grand Metal, Mesker, Pioneer, Steelcraft.

#### PART 3 EXECUTION

- A. Modification of metal frames, if required, to be done by shop experienced in doing such work. All parts to be assembled and prime coated before delivery to the job.
- B. Manufacturer to provide backing and cut-outs for all hardware from templates furnished by the finish hardware supplier.
- C. Install with returns over gypsum board finish, verify wall thicknesses.
- D. Install silencers at all door frames.

End of Section



## WOOD DOORS

SECTION 08200

### PART 1 GENERAL

#### 1.1 QUALITY ASSURANCE

Doors shall meet or exceed National Woodwork Manufacturers Association Industry Standard 1.S 1078 and Architectural Woodwork Institute Standards. Doors indicated on the drawings as fire rated shall be manufactured to U.L. Standards and carry the U.L. Label.

#### 1.2 SUBMITTALS

Submit Shop Drawings in accordance with Section 01300 and the General Conditions. Shop Drawings shall show all sizes, materials, fabrication dimensions and finishes.

### PART 2 PRODUCTS

#### 2.1 MATERIALS

- A. WOOD DOORS:  
Solid core, AWI Spec. Symbol PC, Premium Grade, Type II Glue, Natural 1 faces.

#### A. PART 3 EXECUTION

#### 3.1 INSTALLATION

- A. Deliver to site wrapped and protected from moisture. Warped or twisted doors shall be rejected.
- B. Finish doors, as hereinafter specified, immediately after delivery.
- C. Protect doors during balance of construction.

End of Section

## HARDWARE

SECTION 08700

### PART 1 GENERAL

#### 1.1 DESCRIPTION

- A. Work under this section shall include all hardware required for proper operation, fastening and locking of movable parts shown on the drawings whether or not specifically listed on the hardware schedule.

#### 1.2 QUALITY ASSURANCE

- A. Verify anchorage for all items and furnish proper fastening for heavy use.
- B. Furnish templates as required for all hardware items.
- C. Wrap each item separately and label for each opening.

#### 1.3 SUBMITTALS

Submit Shop Drawings in accordance with Section 01300. Shop Drawings shall include a complete vertical schedule listing each opening, door size, hand, frame material and door label. State material, finish and manufacturers number for each item. Do not deliver hardware until Project Manager's approval has been obtained.

PART 2 PRODUCTS

2.1 MATERIALS

A. MANUFACTURERS:

Butts	Lawrence
Locks, latches & cylinders	Schlage
Indicator Lock	Falcon
Closers	LCN
Weatherstripping	Pemko
Stops	Ives

B. HARDWARE SCHEDULE:

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Door Nos. 1, 3, 4, 6 Type 1

1 1/2 pr. butts	BB4101 4 1/2 X 4 1/2 626
1 lock	A53PD Ply X 11-096 626
1 stop	407 1/2 B 626
1 set weatherstrip (Dr.1 only)	S88D

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Door No. 2 Type 2

1 1/2 pr. butts	BB4101 4 1/2 X 4 1/2 626
1 latch	A10S Ply X 11-020 X 626
stop	407 1/2 B 626

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Door No. 5 Type 3

1 1/2 pr. butts	BB4101 4 1/2 X 4 1/2 626
latch	A10S Ven x 11-020 626
indicator lock	9771 626
1 closer	1461-PA 689

PART 3 EXECUTION

3.1 INSTALLATION

- A. Supply hardware for installation by others as required.
- B. Adjust hardware for smooth operation.

End of Section

## GLAZING

SECTION 08800

### PART 1 GENERAL

#### 1.1 QUALITY ASSURANCE

Provide tempered or laminated safety glass where required by UBC or Federal regulations and as shown on drawings.

### PART 2 PRODUCTS

#### 2.1 MATERIALS

- A. RELITE GLASS: 1/4" laminated safety plate glass, Libby-Owen-Ford, Mississippi, Pittsburgh.
- B. MIRROR:  
1/4" plate glass mirror with satin finished aluminum frame. US Aluminum.
- D. GLAZING COMPOUND: Non-hardening glazing compound as recommended by the manufacturer for the condition of installation.

### PART 3 EXECUTION

#### 3.1 INSTALLATION

- A. Cut glass to fit opening with even clearance all around. At least 1/4" of glass to be concealed on all edges. Allow space for expansion of glass.
- B. Install mirror with concealed attachment.
- C. After glazing is complete, clean excess putty from glass and surrounding materials.

End of Section

## DIVISION 9 - FINISHES

### GYPSUM WALLBOARD

SECTION 09250

#### PART 1 GENERAL

##### 1.1 QUALITY ASSURANCE

- A. All materials shall be of the same manufacturer.
- B. All material shall be applied according to UBC requirements and written recommendations of the U.S. Gypsum "Gypsum Construction Handbook".

#### PART 2 PRODUCTS

##### 2.1 MATERIALS

- A. GYPSUM BOARD: 5/8" Standard and 5/8" Type X fire resistive.
- B. JOINT FINISHING SYSTEM: Perf-A-Tape
- C. METAL TRIM: USG at all outside corners
- D. GYPSUM BOARD SCREWS: Type W, length as recommended by manufacturer.
- E. FURRING CHANNELS: 25 MSG galvanized steel.
- F. FURRING CHANNEL SCREWS: 1 7/8" long, type as recommended by furring manufacturer.
- G. SUSPENDED CEILING TRACK: Drywall suspension system of main tees, cross tees and wall angles, UL rated for one hour ceiling construction.

#### PART 3 EXECUTION

##### 3.1 INSTALLATION

- A. WALLS:
  - 1. Screw apply per gypsum board manufacturer's written instructions for non rated and fire rated construction. Framing clips allowed at corners.
  - 2. Tape and cover all joints to provide a smooth, even surface.
  - 3. Finished with gun applied medium texture at ceilings and walls except at walls to receive vinyl wall covering. Provide sample of finish texture for Project Manager's approval prior to application. Allow minimum 2 days drying time between application to sample and review by Project Manager.
  - 4. Protect finished surfaces from damage during work of this section.
  - 5. Provide temporary heat as recommended by manufacturer for proper drying of joint finishing compound.

- B. SUSPENDED GYPSUM BOARD CEILING:
1. Install ceiling and wall track and screw apply 5/8" type X gypsum board per manufacturer's written instructions for one hour fire rated construction.
  2. Tape and finish as specified for walls.
- C. SPECIAL PURPOSE GYPSUM BOARD CEILING:
1. Apply base layer of 5/8" type X gypsum board to under side of mezzanine joists, with butted ends at joists. Nail with 8d cement coated cooler nails spaced 7" on center in the field. Locate 1/2" from butted end joints.
  2. Install furring channels at 24" on center, perpendicular to joists and 12" from each long edge of base layer of gypsum board. Fasten channels to joists with furring channel screws. At end joints of finish layer of gypsum board, install additional 60" long furring channel for attachment of adjacent gypsum board sheet. Ends to extend 6" beyond each side of end joint.
  3. Install finish layer of gypsum board with long edge perpendicular to channels and attach to channels with 1" long wallboard screws at 12" on center. Stagger joints of gypsum board so those of finish layer do not align with those of base layer.
  4. Tape and finish as specified for walls.

End of Section

## ACOUSTICAL CEILING

SECTION 09500

### PART 1 GENERAL

#### 1.1 DESCRIPTION

Work of this section shall include all labor, material and equipment required to supply and install the suspended acoustical ceiling system.

#### 1.2 QUALITY ASSURANCE

- A. Examine building before beginning work to determine that it is properly enclosed and structure is in proper condition to receive acoustical treatment.
- B. Install per manufacturer's written instructions for one hour fire resistive construction and the current Acoustical Material Association " Job Conditions ".
- C. Install per UL standards for one hour rated ceiling system.

### PART 2 PRODUCTS

#### 2.1 MATERIALS

- A. Acoustical Ceiling Tile:  
Non-directional fissured design, 24" x 48" x 5/8", square edged lay in units, type III , class A flame spread rating according to Federal Specification SS-S-118B. Armstrong, Conwed.
- B. Suspension System:  
Exposed grid system of cold rolled, electro-galvanized, prepainted steel main channels, cross channels and wall channels with white finish. System shall conform to U.L. one hour fire resistance classification with tile selected and shall carry label indicating fire resistance classification. Armstrong, Conwed, Donn.

### PART 3 EXECUTION

#### 3.1 INSTALLATION

- A. Carefully lay out so borders are equal with border units of greatest possible size.
- B. Install track and tile per manufacturer's written instructions for one hour fire rated ceiling. Deflection shall be limited to 1/360 of span. Install wall molding at all walls.

- C. Replace and damaged or dirty tiles just prior to turning building over to Owner. Provide replacement tiles in an amount equal to 10% of the total tiled ceiling area.

End of Section



## PAINTING

SECTION 09900

### PART 1 GENERAL

#### 1.1 SUBMITTALS

Submit color samples per Section 01300. All colors shall be as listed. Prepare 8" X 10" sample panels and submit for approval by Project Manager. Work to match approved colors and samples.

#### 1.2 QUALITY ASSURANCE

- A. Painting contractor shall be a member of P.D.C.A. or be approved by Project Manager and shall use quality craftsmen to provide professional finish.
- B. All materials shall be delivered to the job in original containers. All colors shall be factory mixed unless job mixing is approved in writing by the Project Manager.

### PART 2 PRODUCTS

#### 2.1 MATERIALS

- A. INTERIOR ENAMEL (designated "EN"):  
Vinyl acrylic interior grade enamel, low sheen at walls and ceilings, semi-gloss at doors and frames. Color to match Miller #5782 "Multnomah County Antique White". Rodda, Miller, Pittsburgh, Ameritone, Kelly-Moore.

### PART 3 EXECUTION

#### 3.1 WORKMANSHIP

- A. This contractor shall examine all surfaces to receive finish, prior to beginning application, to assure their acceptability to receive finish. Notify Project Manager if any area is unacceptable.
- B. Care shall be taken to protect all surfaces not receiving finish or which have already been finished.

- C. All surfaces shall be sanded, puttied and dry before application of finish.
- D. All painting shall be done by brush or roller unless authorized in writing by the Project Manager.
- E. All edges of doors shall receive finish. If this is not done, the painting contractor will be held responsible for door guarantee against warpage.
- F. Clean dirt, rust and other discolorations from steel building frame prior to applying finish.
- G. Apply One coat polyvinylacetate primer and one coat vinyl acrylic enamel. Apply additional coats as necessary for smooth even finish.

End of Section

## WALL COVERING

SECTION 09950

### PART 1 GENERAL

#### 1.1 SUBMITTALS

Submit samples for approval by Project Manager, in accordance with Section 01300.

#### 1.2 QUALITY ASSURANCE

Examine all walls prior to installation to assure proper base for application.

### PART 2 PRODUCTS

#### 2.1 MATERIALS

##### A. VINYL WALL COVERING:

Vinyl covered fabric wall covering, B F Goodrich, Koroseal, "Escalator", #1715-08, Garden Green.

##### B. ADHESIVE:

Type made by or recommended by vinyl manufacturer.

### PART 3 EXECUTION

#### 3.1 INSTALLATION

Install per manufacturer's recommendation. Finish appearance shall be without raw edges, open seams, wrinkles, blisters or any other imperfections. Clean adhesive off of vinyl and surrounding surfaces.

End of Section

SECTION 15010  
GENERAL PROVISIONS

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. The work hereunder shall consist of furnishing all labor, equipment, materials, tools, transportation and services as may be required for the work as indicated in the plans and as specified herein. The work shall apply to the addition to the Multnomah County Bridge Maintenance Shop at S.E. Water and Madison Streets in Portland, Oregon, and shall include the following:
  - 1. A forced air HVAC system.
  - 2. Duct work and air outlets.
  - 3. Air balancing.
  - 4. Exhaust fans.
  - 5. Plumbing.
  - 6. Gas piping
- B. Include all incidental items and work not specifically shown or specified but required by good practice in a complete system.

1.02 GENERAL PROVISIONS

- A. Code Compliance: All work shall conform to the latest editions of UBC, UMC, UPC, OSPSC, OSMSC, UFC, NEC, NFPA and any other applicable local or state codes. All electrical shall be UL or FM approved.
- B. The Contractor shall furnish without any extra charge any additional material and labor when required by compliance with these codes, rules and regulations, though the work be not mentioned in these Specifications or on the Contract Drawings. It shall be the responsibility of the bidder to bid in accordance with these rules and regulations.
- C. The building drawings are representative of conditions but are not intended to show exact locations of all mechanical, electrical or structural obstructions. The Contractor shall be responsible for verifying all measurements and locations at the site.
- D. It shall be the responsibility of the Contractor to notify the County Project Manager (hereafter called Project Manager) of any error, conflict or discrepancy in these Specifications or the Contract Drawings. Do not proceed with any questionable items of work until clarification of same has been made.

- E. Plans and Specifications are intended to be complimentary to each other. Should discrepancies occur between Plans and Specifications, Drawing information shall take precedence. Work shown in excess of codes shall take precedence.
- F. Provide and maintain necessary facilities and safeguards to protect against fire, vandalism and access to work areas other than by Contractor's / Subcontractors' personnel and/or people authorized by the Construction Manager to be present.
- G. Keep portions of site and building under work progress clean and orderly. Remove all dirt and debris caused by work in this Contract.
- H. GUARANTEE: The Contractor shall furnish the County with a one-year written guarantee covering all defects in materials or workmanship. Work determined by the Project Manager to be defective within the guarantee period shall be repaired by the Contractor promptly and at no expense to the County.

1.03 SUBMITTALS: Per Section 01300 of these Specifications.

## PART 2 - PRODUCTS

Not Applicable

## PART 3 - EXECUTION

### 3.01 COORDINATION:

- A. Cooperate with other trades to assure that construction proceeds in an orderly and timely manner.
- B. Study the architectural, mechanical, structural, electrical, shop and any specialty drawings and specifications to determine required coordination.
- C. The contractor shall verify exact location of equipment, all dimensions and conditions shown or implied on the drawing as well as conditions at the site. Notify Project Manager of any discrepancies prior to start of work.
- D. These drawings do not show the exact location of equipment, piping and ducting runs or every offset and bend which may be required for installation in the space provided. The contractor shall install piping, ducting, etc., using additional offsets, fittings, piping, ducting, etc. and connect two points as required. The contractor shall coordinate with other trades and to avoid any conflict and/or obstruction shall reroute or relocate equipment, as required. The contractor shall provide all items which are usual to make a complete working system and ensure safe and satisfactory operation.

- E. Duct construction shall take precedence over plumbing piping and electrical conduit. It shall be the responsibility of the Contractor to ensure that duct runs as shown on the Drawing are not obstructed by the work of other disciplines. No change orders will be allowed for extra work caused by such obstructions.

### 3.02 PERMITS, FEES AND INSPECTIONS:

- A. Obtain all required permits and pay for all fees and connection charges.
- B. Schedule any required inspections.

### 3.03 MATERIALS AND WORKMANSHIP:

- A. Furnish all materials and equipment in new condition, free from defects and of size, make, type and quality specified. Installation shall be in a neat and workmanlike manner.
- B. When two or more items of the same kind, type or class are required, use items of a single manufacturer.

### 3.05 CUTTING AND PATCHING:

- A. Cut work as required for installation and patch to match original conditions as directed and approved by the Project Manager. Do not cut structural portion without Project Manager's approval. When masonry construction must be penetrated, furnish and install a steel sleeve in opening and grout in place in a neat manner. Leave grout surface to match existing finish. Prior to cutting any existing work, locate all concealed utilities to eliminate any possible service interruption or damage.

### 3.06 DELIVERY, HANDLING AND STORAGE:

- A. Where storage of material or equipment is necessary, it shall be in a clean and weatherproof area. Seal any openings and cover the product to assure that there will be no corrosion or foreign matter introduced. Assure that it will be in new condition when placed in service.

### 3.07 EQUIPMENT INSTALLATION

- A. Install all equipment in strict accordance with the manufacturer's instructions unless otherwise indicated.

- B. The drawings in general are based upon one of the specific manufacturers listed for a particular equipment item. Other approved manufacturers of equipment may require deviations from the Drawings to properly install the particular equipment in accordance with the manufacturer's recommendations and to provide the system results required. The Contractor shall provide the work necessary to install this equipment.
- C. Where the installation shown or specified is contrary to the manufacturer's instructions, advise the Project Manager of the differences before proceeding with the installation.
- D. A copy of the manufacturer's installation instructions shall be maintained at the jobsite for all equipment.

#### 3.08 PROTECTION:

- A. Protect all work, material and equipment from loss or damage until the project is accepted by the Project Manager.
- B. As the work progresses, keep all equipment covered and cap all ducts and piping which may temporarily be left unconnected.
- C. Notify all other trades of any required precautions necessary to protect the work.

#### 3.09 ACCESSIBILITY:

- A. All fire dampers, fittings, filters, etc. and equipment requiring periodic adjustment, reading or service shall be conveniently accessible by location or access panel.

#### 3.10 ELECTRICAL WORK:

- A. Materials and work to be provided as a part of this division are:
  - 1. Automatic temperature control wiring.
  - 2. Equipment control wiring.
- B. Wherever possible, all interconnect wiring within or on a piece of equipment shall be ordered with the equipment unless shown or specified otherwise. All field wiring shall be performed by an electrician licensed to perform the type of work.

#### 3.11 CLEANING:

- A. Maintain premises and public properties free from accumulations of waste, debris and rubbish during construction.

- B. Remove all grilles and diffusers and clean ductwork of debris and dust accumulation prior to starting fan systems.
  - C. Clean all mechanical equipment, piping and plumbing fixtures of dust, grease, iron cuttings, unnecessary stamps or shipping labels, etc.
  - D. Touch up factory-painted surfaces, as necessary, with paint of matching color.
- 3.12 PROJECT RECORD DRAWINGS: Per Section 01700 of these Specifications.
- 3.13 OPERATION AND MAINTENANCE MANUALS: Per Section 01700 of these Specifications.

END OF SECTION



## SECTION 15043 - TESTING AND BALANCING

### PART 1 GENERAL

- 1.01 Adjust and balance all portions of the mechanical air handling system installed under this contract to produce indicated or specified results within the limits of plus or minus ten percent, or as subsequently directed by the Project Manager. Mark damper positions where applicable. Furnish three copies of complete record of all data concerned with testing and balancing to the Project Manager. Minimum information required consists of exact motor loadings, airflow in CFM at all air outlets and returns and outdoor weather conditions at time of test. Provide static pressure readings at inlet and discharge on air supply unit. Adjust diffusers for proper deflection and blow so as to minimize splash on the room walls or drafts on the occupants. Check for noise and drafts and eliminate if possible. The air system shall be adjusted in accordance with standard procedures and recognized practices of the Associated Air Balance Council.
- 1.02 Test and adjust all parts of the HVAC system to perform as designed, and leave in perfect operating condition. Correct all defects disclosed by these tests to the satisfaction of the Project Manager without any additional cost to the Owner. Tests shall be repeated following repairs, as deemed necessary by the Project Manager.

END OF SECTION

## SECTION 15050 - NATURAL GAS PIPING

### PART 1 GENERAL

- 1.01 Furnish and install pipe and pipe fittings as required for natural gas supply to the rooftop HVAC unit.
- 1.02 Natural gas piping installation shall conform to all applicable requirements of the latest editions of the NFPA 54 (National Fuel Gas Code), State of Oregon Plumbing Specialty Code and State of Oregon Mechanical Specialty Code as well as any local code requirements. In addition, all requirements of the Northwest Natural Gas Company (NWNG) for piping systems connecting to 2 psig service shall be met.

### PART 2 PRODUCTS

- 2.01 Pipe shall be standard weight (Schedule 40) black steel. Fittings shall be of malleable iron with threaded connections.
- 2.02 Shutoff valve shall be installed to isolate each gas using unit. Valve shall be of a type designed and approved for use with natural gas.
- 2.03 Approved pressure reducing valves shall be installed at ACU-1 as well as at each of three existing gas appliances (2 unit heaters and 1 gas furnace). Maxitrol 325-3 or approved equal.

### PART 3 EXECUTION

- 3.01 Connect to existing piping near southeast corner of existing building. NWNG will be installing a new meter and 2 psig service to this point. Install pressure reducing valves at each of the existing gas appliances.
- 3.02 Support piping per State of Oregon Mechanical Specialty Code and per good piping practice.
- 3.03 Provide union of approved type and 6" drip leg at ACU-1.

END OF SECTION

## SECTION 15052 SLEEVES

### PART 1 - GENERAL

#### 1.01 WORK INCLUDED:

Install sleeves at all locations where piping, vents and ductwork passes through building construction.

### PART 2 - PRODUCTS

- 2.01 Sleeves for interior walls and floors shall be 22 gauge galvanized or heavier as required.

### PART 3 - EXECUTION

- 3.01 Wall sleeves shall be flush with walls on both sides.
- 3.02 Interior floor and wall sleeves and penetrations shall be oversized and caulked with 3M brand CP25 caulk or putty 303 mortar or approved equal to make a watertight, airtight seal, and shall meet fire protection requirement.

END OF SECTION

## SECTION 15060 PIPE AND PIPE FITTINGS

### PART 1 - GENERAL

#### 1.01 WORK INCLUDED:

This Basic Materials and Methods section prescribes general piping requirements and assembly procedures. Refer to the Drawings and other sections of this Division for system requirements and applied locations.

#### 1.02 QUALITY ASSURANCE:

- A. Pipe Cleaning: Should any pipe be plugged or should foaming of water systems occur, the piping shall be disconnected, cleaned and reconnected without additional cost to Owner.
- B. Damage to the building or systems resulting from failure to properly install or clean the piping and plumbing systems shall be corrected without additional cost to Owner.

### PART 2 - PRODUCTS

#### 2.01 COPPER TUBING - PLUMBING:

- A. Pipe: Hard drawn copper tubing, Type K.
- B. Fittings: Wrought copper, 150 psi, solder joint type.

#### 2.02 WASTE AND VENT PIPING:

- A. Underground pipe to 5' outside building: cast iron pipe, CISPI 301, hubless, service weight. Fittings shall be cast iron. Joints shall be stainless steel clamp-and-shield assemblies with neoprene gaskets.
- B. Aboveground pipe within building: cast iron hubless per above or Schedule 40 PVC or ABS. Fittings shall match piping material. For plastic piping, primer and solvent shall be new cans specifically manufactured for joining the pipe specified.

#### 2.03 NATURAL GAS PIPING:

- A. Schedule 40 black steel. Fittings shall be malleable iron.

### PART 3 - EXECUTION

#### 3.01 PIPING INSTALLATION

- A. Install all piping as to vent and drain.

- B. Support all piping independently at equipment so that its weight is not carried by the equipment.
- C. Dielectric Fittings: Provide dielectric couplings, unions or flanges between dissimilar metals. Additionally, provide dielectric couplings as required to isolate cathodically protected equipment. Fittings shall be suitable for the pressure and temperature to be encountered.

### 3.02 PIPING JOINTS

- A. Screwed Joints: Cut pipe ends square and ream. Apply dope or tape to male threads only. Brass joints shall be made with Teflon tape only. Make up fitting with not over two threads showing beyond the fitting end.
- B. Solder and Braze Type Joints: Apply per good piping practice. Braze with Fos-copper rod on wrought copper fittings, or silver brazing alloy with the flux recommended for that particular alloy on all fittings. Where silver brazing alloy is used, clean the copper tubing and fittings thoroughly with steel wool before applying the flux. The copper tubing shall have all burrs removed, be reamed to full bore, and be true and round for all joints. Apply heat uniformly to secure penetration of the rod. Leave full bead around the entire circumference of the joint to show proper penetration and sealing. Under no circumstances will the softer solders be allowed, nor will Fos-copper be used on cast fittings.
- C. Solvent Weld Type Joints: Pipe cut must be square, reamed and sized as necessary. Clean pipe and fitting of all dust and loose material. Apply primer and solvent, and assemble joints per the directions of the primer and solvent manufacturers.

### 3.03 CLEANING AND TESTING

- A. Test in accordance with State Plumbing Codes. Clean interior of all piping before installation.
- B. Flush sediment out of all piping systems with appropriate material.
- C. Clean potable water piping in accordance with Oregon State Health Board requirements. Present certificate of compliance to the Project Manager.

END OF SECTION

## SECTION 15094 HANGERS AND SUPPORTS

### PART 1 - GENERAL

#### 1.01 WORK INCLUDED:

Provide all required hangers and supports for piping, ductwork and equipment.

### PART 2 - PRODUCTS

- 2.01 Provide galvanized steel band for ductwork supports. Support from ceiling above per good sheetmetal practice and in accordance with applicable codes. Hanger minimum sizes:  
Up to 30 inches wide: 1 inch x 16 ga. at 10 feet spacing and within 4 feet of elbows, tees or other changes in direction.
- 2.02 Provide all necessary items such as hangers, hanger rod, rod couplings, turnbuckles, etc. which shall be standard figure numbers of the same manufacturer as the attachments.

### PART 3 - EXECUTION

- 3.01 Provide hangers and supports in accordance with the instructions furnished by the manufacturers of these devices.
- 3.02 Provide additional structural members where required to support piping or ductwork.
- 3.03 Provide support devices in accordance with the equipment manufacturer's instructions for all equipment.
- 3.04 Support ductwork as required by the UMC and as per SMACNA recommendations.
- 3.05 Support piping as required by code and by good piping practice.

END OF SECTION

## SECTION 15258 - MECHANICAL INSULATION

### PART 1 GENERAL

- 1.01 Insulate all ductwork in the above-ceiling space.
- 1.02 Insulate piping as required by code and as specified herein.

### PART 2 PRODUCTS

- 2.01 Duct Insulation: Fibrous glass blanket insulation with exterior FSK vapor barrier, "K" value at 75 degrees F, 0.24 BTU/in./sq. ft./degrees F/hr. 1" thickness. Manville FSK 812 Spin-Glas or approved equal. Drawing dimensions refer to finished inside dimensions. (See Section 15840, Ductwork, for exception.)
- 2.02 Pipe Insulation: Manville Micro-Lok AP-T Plus rigid fiberglass with all purpose jacket and pressure sensitive lap sealing system. Owens-Corning, Certain-Teed or equal.
- 2.03 Pipe Fittings: Manville Zeston premolded PVC covers with fiberlass insulation or equal.

### PART 3 EXECUTION

#### 3.01 APPLIED LOCATIONS:

- A. Cold Water, Above Ground: 1" thick fiberglass pipe insulation.
- B. Hot Water: 1" thick fiberglass pipe insulation.
- C. Supply, and Return Duct: 1" thick internal duct liner.

#### 3.02 PREPARATION:

- A. Ensure surface is clean and dry prior to installation. Ensure insulation is dry before and during application. Finish with system at operating conditions.

#### 3.03 INSTALLATION:

- A. Install all insulation per manufacturers' written instructions and per good mechanical practice.
- B. Transverse joints shall be neatly butted and there shall be no interruptions or gaps.
- C. Install preformed pipe covering at pipe fittings.

END OF SECTION

## SECTION 15400 - PLUMBING

### PART 1 - GENERAL

#### 1.01 WORK INCLUDED:

- A. Provide and install all equipment, materials and accessories required for complete operational plumbing systems as specified and as shown on the Drawings.
- B. Install Owner furnished products per Section 01010 of these Specifications and as listed on Plumbing Schedule, Item F of this section.

#### 1.02 QUALITY ASSURANCE:

- A. Piping material and installation shall meet all applicable codes and the requirements of the serving utility.
- B. Chlorination of domestic cold and hot water piping shall be in accordance with all applicable local and state health requirements.

### PART 2 - PRODUCTS

#### 2.01 MATERIALS:

- A. Refer to Section 15060.

### PART 3 - EXECUTION

#### 3.01 Domestic Water System - Installation:

- A. Install water distribution system sized in conformance with the Drawings.
- B. Slope piping minimum 1/8" per foot for drainage.
- C. Provide air chambers or manufactured water hammer arrestors as required to prevent water hammer. Sioux Chief Hydra-Rester or equal.
- D. Flush piping of all construction debris and clean as specified herein and as required by code.
- E. Provide fire rated seal at all 1st/2nd floor piping penetrations.



### 3.02 Waste and Vent Systems - Installation:

- A. Install waste and vent piping system sized in conformance with the Drawings and in accordance with all applicable codes.
- B. Establish all inverts, slopes and elevations of equipment requiring waste connections prior to installation of any waste or vent piping.
- C. Grade horizontal waste runs  $1/4$  inch per foot where possible with  $1/8$  inch per foot minimum.
- D. Grade horizontal vent runs  $1/8$  inch per foot back to the point of connection.
- E. Make all changes in direction with appropriate fittings.
- F. Verify exact location of all fixtures from architectural drawings prior to laying below ground piping.
- G. Provide cleanouts as required by code.
- H. Flush piping of all construction debris.

### 3.03 PLUMBING FIXTURES AND EQUIPMENT

- A. Provide piping to fixtures per plumbing connection schedule. Install Owner provided fixtures. Verify fixture type with Project Manager for installation requirements.
- B. Install traps as required by code and good plumbing practice. Use deep seal type where required for protection of seal.
- C. Install cleanouts where required by code and good plumbing practice. Covers (or access plates) to be set flush with finished surface. Contractor shall ensure that all cleanouts are easily accessible for maintenance, and that wall cleanouts have proper access plates.
- D. All fixtures to be mounted at standard rough-in catalogued heights unless shown otherwise on the architectural drawings.
- E. Install shutoff valves at all fixtures. All such control valves shall be accessible.

F.

PLUMBING SCHEDULE

FIXTURE TYPE	CW	HW	WASTE	VENT
LAVATORY	1/2"	3/8"	1-1/4"	1-1/4"
WATER CLOSET	1/2"	----	4"	2"
HOSE BIBB	3/4"	----	----	----
KITCHEN SINK	1/2"	1/2"	2"	1-1/2"
WATER HEATER	1/4"	1/4"		
HOT WATER DISPENSER	*	----	----	----

\* Per Manufacturer's instructions.

END OF SECTION

## SECTION 15763 - AIR CONDITIONING UNIT

### PART 1 GENERAL

- 1.01 Provide and install a packaged rooftop air conditioning/gas heating unit.

### PART 2 PRODUCTS

#### 2.01 GENERAL:

- A. Submit shop drawings per Section 01300 of these Specifications. Shop drawings shall include unit dimensions and weight. Model number and relevant data shall be highlighted. Shop drawings shall also include structural details of connections to metal building frame.
- B. Provide and install all items as listed in schedule at end of this section, location as indicated on drawings, complete in all respects to function as intended. Unit shall be UL listed and ARI certified.
- C. Warranty shall be one year on the entire unit and five years on the compressor.
- D. Equivalent fan selections shall not increase motor horsepower, increase noise level, increase tip speed by more than 10%, or increase inlet velocity by more than 20%, from that specified. Provide fans capable of accommodating static pressure variations of plus or minus 20%.

#### 2.02 TYPE AND PERFORMANCE:

Provide rooftop air handling unit of unitary design suitable for operation at pressure rating indicated on schedules. Unit shall be designed for outdoor operation. Unit shall include compressor, condenser, direct expansion evaporator coil and natural gas fired heating section as well as accessories listed herein. Motor and drive to be enclosed within fan casing. Unit shall be designed for downward air discharge and return.

#### 2.03 CASING:

- A. Equipment and exterior steel panels shall be supported by factory fabricated structural steel frame.
- B. Unit cabinet shall be constructed of heavy gauge galvanized steel, bonderized and coated with a baked enamel finish. Cabinet shall be designed for outdoor application and shall be weatherproof. Cabinet interior shall be insulated with 1" thick coated fibrous glass insulation. The unit base shall

overhang the roof curb for water run-off and shall have a formed recess that seats on the roof curb gasket to provide a positive weathertight seal.

- C. Cabinet panels shall be easily removable for service to all operating components.
  - D. A condensate drain for the evaporator coil shall be provided.
  - E. Provide factory fabricated equipment base frame and curb suitable for mounting on pitched roof. Equipment support frame to connect to building roof frame members specifically provided for equipment loads. Verify locations with Project Manager.
- 2.04 Unit Compressor: Compressor shall be resiliently mounted, shall be hermetic type with internal overload protection and crankcase heater. Refrigeration system shall be designed for use with R-22. Controls shall include refrigerant high pressure switch and anti-short cycle time delay relay in the compressor circuit.
- 2.05 Coils: Both indoor and outdoor coils shall be of nonferrous construction with aluminum plate fins mechanically bonded to seamless copper tubes with all joints brazed.
- 2.06 Fans: Indoor fan shall be centrifugal, forward curved, belt-driven type with capacity per the Schedule at the end of this section. Provide with adjustable sheave. Outdoor fans shall be of the propellor type with direct-drive totally enclosed motor, and shall discharge upward. All motors and fans shall have permanently lubricated bearings.
- 2.07 Heating System: Heater shall comprise of a drum and tube heat exchanger design using aluminized steel and stainless steel components. A forced combustion blower shall supply premixed fuel to a single burner ignited by a pilotless ignition system. In order to provide reliable operation, a negative pressure gas valve shall be used that requires blower operation to initiate gas flow. Controls shall include all UL and AGA required safety controls.
- 2.08 Controls: Unit cabinet shall contain suitable openings for routing all electrical connections. The unit shall contain a terminal strip in the control compartment to allow for terminal-to-terminal connection of the room thermostat and field-installed accessories. Unit shall be controlled by a programmable room thermostat as described in Section 15900 of these Specifications.

## 2.09 ACCESSORIES:

Unit shall be furnished with the following:

1. Compressor anti-short-cycle timer.
2. Programmable electronic night setback thermostat with 7-day programming capability. Shall be suitable for economizer control.
3. Filter rack with 1" thick throwaway filters. Filters shall cause no more than 0.1" pressure drop as designed.
4. 100% outdoor air differential enthalpy control economizer. Shall include fully modulating 0% - 100% motor and dampers, barometric relief, minimum position setting, preset linkage and all required wiring. Controls shall include differential enthalpy changeover controller and minimum outside air position adjustment.
5. Smoke detector and fan interlock per NFPA 90A. Smoke detector shall be installed in the supply air system downstream of the filters and shall shut down the supply fan when smoke is detected.
6. Non-fused disconnect switch (100 amp) shall be provided for field mounting by electrical contractor.
7. Roof curb: Prefabricated heavy gauge steel roof curb. Gasketing shall be provided for weathertight seal between the curb and unit. Provide tapered cant strip at top end of unit. Building Manufacturer's cant strip may be used.

## 2.10 MANUFACTURER AND TYPE:

- A. Unit shall be manufactured by Trane, or be an approved equal which satisfies the requirements of the Schedule in Item 2.11 of this Section.

## 2.11 Schedule (based on Trane):

Symbol:	ACU-1
Manufacturer:	Trane
Model:	YCD075A3-L
Air Capacity, CFM:	2,200
E.S.P., "W.G.:	0.6"
Minimum Heating Capacity, MBH:	100.0 (input); 74.0 (output)
Heating Stages:	1
A.G.A. Thermal Eff., Min.:	74%
Minimum Total Cooling Capacity, MBH*:	60.0
Minimum Sens. Cooling Cap., MBH:	52.0
EER, Minimum:	8.3
Supply Fan Horsepower:	1
Electrical:	230V/3 phase
Maximum Weight:	850 lbs.

\* Capacities at 95 deg. F db air entering condenser, 80 deg. F db/67 deg. F wb evaporator air., 2200 CFM.

### PART 3 EXECUTION

- 3.01 Move unit to roof mount position only under the direct supervision of the Project Manager.
- 3.02 Install unit in accordance with manufacturer's written instructions.
- 3.03 Unit shall be supported on factory fabricated roof curb, flashed to the roof per equipment and building manufacturer's instructions. Provide and install cant strip at uphill side of curb to fit to roofing system.
- 3.04 Route condensate drain to roof.
- 3.05 Support unit in accordance with building manufacturer's recommendations.

END OF SECTION

## SECTION 15820 - FANS

### PART 1 GENERAL

- 1.01 Provide and install one restroom ceiling exhaust fan.
- 1.02 Provide and install one garage wall exhaust fan.

### PART 2 PRODUCTS

#### 2.01 GENERAL:

- A. Provide shop drawings per Section 01300 of these Specifications. Shop drawings shall include details of equipment support from metal building frame.
- B. Provide and install all items as listed in schedule at end of this section, location as indicated on drawings, complete in all respects to function as intended.

#### 2.02 RESTROOM EXHAUST FAN, EF-1:

- A. Provide ceiling exhaust fan for restroom per the Fan Schedule in this section.
- B. Motor shall be the permanently lubricated type. Fan shall be equipped with backdraft dampers.

#### 2.03 GARAGE WALL EXHAUST FAN, EF-2:

- A. Provide wall exhaust fan for the vehicle garage per the Fan Schedule in this section.
- B. Fan shall be the venturi type with aluminum blades. Motor shall be totally enclosed.
- C. Provide with OSHA type steel intake guard.
- D. Provide with backdraft shutter. Aluminum vanes shall be counterbalanced. Frame shall be steel.

### PART 3 EXECUTION

- 3.01 Install EF-1 and EF-2 where shown on the Drawings.
- 3.02 Install units in accordance with manufacturers' written instructions and per the 1987 NEC and other applicable codes. Garage exhaust fan shall be supported and mounted in accordance with the building manufacturer's recommendations. Verify requirements with the Project Manager.

- 3.03 Duct restroom exhaust fan discharge to roof cap. Flash and caulk roof caps as required to be weathertight.
- 3.04 Restroom exhaust fan to be controlled by light switch.
- 3.05 Garage exhaust fan to be controlled by wall switch mounted below the fan, at normal switch height above floor. The switch shall be labeled with a permanent label, "EXHAUST FAN".
- 3.06 FAN SCHEDULE:

Symbol: EF-1

Type: Restroom Ceiling Exhaust Fan

Manufacturer: Dayton

Model: Model 4C603 Bathroom Ventilator

Air Capacity, CFM: 80 CFM

E.S.P., "W.G.": 0.1"

Accessories: Roof jack with 1/2" mesh bird screen.

Electrical: 115V/1 phase

Symbol: EF-2

Type: Garage Exhaust Fan

Manufacturer: Dayton

Model: 24" Aluminum Blade Venturi Fan Model 7C869

Air Capacity, CFM: 4750 CFM

E.S.P., "W.G.": 0.0"

Accessories: Steel frame counterbalanced backdraft shutter,  
Dayton Model 1C746;

OSHA type intake guard, Dayton Model 3C384.

Electrical: 1/2 HP, 115V/1 phase

END OF SECTION



## SECTION 15840 - DUCTWORK

### PART 1 GENERAL

- 1.01 Fabricate in accordance with SMACNA Low Pressure Duct Construction Standard, latest edition, and NFPA 90A, Installation of Air Conditioning and Ventilating Systems, 1985.
- 1.02 Duct sizes on Drawings refer to inside clear dimensions. For internally insulated ducts, maintain sizes inside lining.

### PART 2 PRODUCTS

#### 2.01 MATERIALS - ABOVE GROUND DUCT:

- A. Sheet Metal Ducts: Galvanized steel lock forming quality, having zinc coating of 1.25 ounces per square foot for each side. Duct gages shall be according to SMACNA.  
  
Fasteners: Use rivets and bolts throughout; sheet metal screws accepted on low pressure ducts. Option: duct connection system: Nexus, Ductmate or approved equal.
- B. Dampers: Fabricate volume dampers 18" long or shorter from 18 gauge galvanized steel sheet with continuous 3/8" galvanized steel shaft.
- C. Flexible Ductwork: Ductwork shall be Manville "Micro-Aire" J/FLX-7 SL, General Flex Type CPC-25 or approved equal. Maximum length of run to be 5 feet.
- D. Fire Dampers: Resettable ceiling damper curtain type with stainless steel spring for horizontal applications. Minimum 1 hour rating. Curtain shall be out of air stream. Safe-Air Thermo/Gard Model 410, or approved equal. At diffusers, exhausts and returns which are located at fire rated ceilings, cover outlet with fire retardant noncombustible thermal blanket; Thermo/Gard, Phillips Series S or approved equal. Pressure drop at rated outlet flows to be less than 0.05".

### PART 3 EXECUTION

#### 3.01 FABRICATION:

- A. Lap metal ducts in direction of airflow. Hammer down edges and slips to leave smooth duct interior.

- B. Provide factory built turning vanes where shown on the Drawings. Shop fabricated turning vanes will not be acceptable.
- C. Increase duct sizes gradually, not exceeding 20 degrees divergence wherever possible. Maximum divergence upstream of equipment to be 20 degrees, and 30 degrees convergence downstream.
- D. Rigidly construct metal ducts with joints mechanically tight, substantially airtight, braced and stiffened so as not to breath, rattle, vibrate or sag.

3.02 ELBOWS AND BRANCHES:

- A. Install turning vanes where shown on the Drawing. Branches shall have tapered or 45 degree fittings.

3.03 BALANCING DAMPERS:

- A. Install balancing dampers at all supply and return branches. Clearly mark shaft positions.

3.04 FIRE DAMPERS:

- A. Install ceiling fire dampers at all ceiling air outlets. Provide tight-fitting access doors for all fire dampers which are not easily accessible for resetting through air outlets.

3.05 DUCT CLEANING:

- A. Clean duct system and force air at high velocity through duct to remove accumulated dust. Protect equipment which may be harmed by excessive dirt with filters, or bypass during cleaning.

END OF SECTION

## SECTION 15870 - AIR OUTLETS

### PART 1 GENERAL

- 1.01 WORK INCLUDED: Install new ceiling diffusers and new return outlets in the locations as shown on the Drawings.

### PART 2 PRODUCTS

#### 2.01 CEILING DIFFUSERS (CD):

- A. For ceiling diffusers provide square (24"x24") perforated face steel or aluminum diffusers with adjustable vanes.
- B. Finish to be off-white.
- C. Frame: Mount in lay-in type frame suitable for installation in an exposed tee-bar ceiling.
- D. Diffusers selected for NC less than 30 and total pressure drop of less than 0.06".
- E. Size: As shown on Drawings.
- F. Metal Aire Series 7000 PCS-AB-6 with lay-in type frame, Krueger Series 1100 with Frame 23, or approved equal.

#### 2.02 CEILING RETURN (CR):

- A. For ceiling return provide perforated face steel or aluminum grilles.
- B. Finish to be off-white.
- C. Size: As shown on Drawings.
- D. Frame: Mount in lay-in type frame suitable for installation in an exposed tee-bar ceiling.
- E. Metal Aire Series 7000 PCR-6, Krueger Series 1190 with Frame 23, or approved equal.

#### 2.03 SIDEWALL RETURN (SR):

- A. For sidewall return, provide steel or aluminum grille with horizontal vanes. Vanes shall have 35 to 45 degree deflection and shall be spaced at 0.5 to 0.75".
- B. Finish to be off-white.
- C. Size: As shown on Drawings.

D. Frame: Flange type frame suitable for installation on a plaster wall.

E. Metal Aire Series RH, Krueger Series S580H, or approved equal.

### PART 3 EXECUTION

3.01 Install items where shown on the Drawings in accordance with manufacturer's printed instructions and good sheet metal practice to provide finished appearance.

3.02 Install outlets as close as possible to locations as shown on the Drawings.

END OF SECTION

## SECTION 15900 - CONTROLS AND INSTRUMENTATION

### PART 1 GENERAL

#### 1.01 WORK INCLUDED:

- A. Contractor shall provide fully operational electric/electronic control systems for all applicable mechanical systems specified herein, suitable to achieve the control sequences specified herein.
- B. Test all controls through full range of control sequence. Make adjustments as required.
- C. Submit shop drawings per Section 01300 of these Specifications.

#### 1.02 QUALITY ASSURANCE:

- A. All work shall be in accordance with NEC, latest edition.

### PART 2 PRODUCTS

- 2.01 The new ACU-1 thermostat shall be of the programmable electronic type. It shall provide heating setback and cooling setup with 7-day programming capability. It shall have battery backup so as to retain programming for at least 4 hours in the event of power outage. Thermostat shall provide for one stage of heating and one or two stages of cooling. The number of cooling stages required will depend on whether proper operation of the economizer requires a first stage cooling signal.

### PART 3 EXECUTION

#### 3.01 CONTROL SEQUENCE, ACU-1:

- A. Room thermostat shall control ACU-1 heating and cooling functions. Thermostat shall be programmed as follows:
  - Mon thru Fri, 7AM to 6PM: Ht - 70 deg F  
Cl - 78 deg F
  - All other times : Ht - 60 deg F  
Cl - 90 deg F

Contractor shall verify the above times with the Project Manager.

- B. Differential enthalpy controller shall control economizer operation such that, during cooling load, when the enthalpy of the outdoor air is lower than that of the return air, the economizer is modulated open to maintain a mixed air temperature of 55 deg F.

3.02 OTHER FANS:

- A. The bathroom fan shall be controlled by the light switch in the room served.
- B. The garage exhaust fan shall be controlled by a wall switch to be mounted on the wall below the fan.

3.03 MISCELLANEOUS:

- A. Mount new room thermostat 5 feet above floor at location as shown on the Drawing.

END OF SECTION

MULTNOMAH COUNTY BRIDGE  
MAINTENANCE OFFICE AND SHOP ADDITION  
ELECTRICAL SPECIFICATIONS

16010  
ELECTRICAL GENERAL PROVISIONS

PART 1 - GENERAL

A. VISITING SITE: Bidder is required to visit site of proposed construction. Verify and inspect the existing site to determine the conditions that effect this work. Include all costs in the bid price for the work and/or material required to comply with the Contract Documents based on the actual existing conditions, and the information indicated on the Contract Documents. Failure to comply with these instructions will not relieve the Contractor from the necessity of doing any and all work which is necessary to make the electrical installation and systems complete.

B. DRAWINGS:

1. The Electrical Drawings are diagrammatic with special symbols representing wiring, outlets, lighting and equipment. Generally these symbols are not drawn to scale for the sake of clarity. The work shall be installed per the Drawings as actual construction and work of other crafts will permit.
2. As-Installed Drawings: On completion of work, deliver record drawings per Section 01700. Show all changes and variations from the design drawings and exact routes of all feeders, service conduits and location of all conduits stubbed-out for future continuation with definite dimensions.
3. Shop Drawings: Submit Shop Drawings per Section 01300. Submittals processed by Project Manager are not Change Orders. The purpose of Shop Drawing Submittals by Contractor is to demonstrate to Project Manager that Contractor understands design concept, that he demonstrates his understanding by indicating which equipment and material he intends to furnish and install and by detailing fabrication and installation methods he intends to use.

Submit Shop Drawings for the following:

- a. Terminal Cabinets
- b. Meter Bases
- c. Disconnect Switches
- d. Panelboards
- e. Light Fixtures

4. Contractor further agrees that if deviations, discrepancies or conflicts between Shop Drawings and Specifications are discovered either prior to or after Shop Drawing Submittals are processed by Architect, design Drawings and Specifications shall control and shall be followed.
- D. CODES: Installation shall comply with latest Rules and Regulations of the Codes of the State and Local Authorities having jurisdiction and serving utility companies. The Contractor shall furnish, without extra charge, any additional materials and labor that may be required for compliance with these Laws, Rules and Regulations, even though the work is not mentioned in these Specifications or so shown on the Drawings.
- E. UTILITIES: Coordinate all aspects of the electric service with the utility company. Specifically Mr. Wayne Evans of P.G.E. (503) 226-8740. No compensation will be allowed the Contractor for additional work or equipment not covered on the Drawings and Specifications.
- F. INSPECTION AND GUARANTEE:
  1. Inspection and approval of all work shall be performed by the Project Manager prior to covering by concrete or other materials. Contractor shall notify Project Manager when work is ready for inspection. Cost of uncovering and making repairs where uninspected work has been covered or closed in shall be borne by Contractor. Furnish, at time of job acceptance, three (3) copies of Certificates of Completion and Acceptance from Electrical Inspection Authority.
  2. Guarantee: Without additional charge, replace any work or material which develops defects, except from abuse, within one year from date of acceptance.
- G. SHOP DRAWINGS: Provide six copies each of Shop Drawings. Drawings are subject to review and must be approved prior to ordering, delivery and installation of the equipment.
- H. PERMITS: Contractor is to provide required permits for work involved in the work described by these Documents.

#### PART 2 - PRODUCTS

##### A. MATERIALS:

1. Electrical materials shall be of the type and quality specified, new, listed by the Underwriter's Laboratories, and shall bear their label wherever Standards have been established and label service is regularly furnished by them. Specified brand names and catalog numbers are used to establish Standards of performance and quality.
2. Substitute material to be submitted per Section 01600.



PART 3 - EXECUTION

A. GENERAL WIRING METHODS:

1. All wiring shall be in conduit.
2. All work shall be executed in a workmanlike manner and shall present a neat appearance upon completion.

END OF SECTION

PART 1 - GENERAL

- A. GENERAL: The requirements of Section 16010 apply to this section.

PART 2 - PRODUCTS

A. RACEWAYS:

1. Heavywall Rigid Metal Conduit Elbows: Rigid steel conduit, galvanized or sherardized steel, threaded at each connection; with coupling on one end. Wrap elbows with PVC tape.
2. Electrical Metallic Tubing (EMT): Galvanized steel, fittings shall be factory preinsulated type, set-screw or indenter type.

B. WIRES AND CABLES:

1. Unless otherwise noted or specified all wire and cable to be copper, THW, THHN, THWN or as noted 600 volt rated with size, insulation, voltage and manufacturer permanently marked on covering.
2. Conductors No. 14 AWG to No. 10 AWG may be solid or stranded.
3. Conductors No. 8 AWG and larger to be stranded. Color code conductors with a separate color for each phase and neutral conductor used consistently throughout the system. Grounding conductors to be TW insulated (green) except as noted otherwise.
4. Aluminum conductors are not approved.
5. Use only U.L. approved pulling lubricant.
6. Wire Connections and Devices:

Manufacturer: T & B, Burndy, Ilsco, Anderson, 3M.

C. LIGHT FIXTURES:

1. Ballasts:
  - a. Fluorescent fixtures shall have high power factor Advance Mark III energy saving ballasts.

- b. High Intensity Discharge Lamp Ballasts: High power factor. Outdoor ballasts shall start lamps at -20 F.
- c. Ballasts shall be of the quietist type as normally manufactured for lamp characteristic. Ballasts shall not be noticeably audible at an environmental sound level of 35dB. Ballasts deemed noisier than like ballasts of any given type shall be replaced at no expense to Owner.
- d. Ballasts shall be date stamped and warranted by the manufacturer for a period of two years to be free of defects in workmanship. Failures shall be immediately replaced without charge during the first year, and with a minimum \$50.00 per ballast labor credit during the second year.

### PART 3 - EXECUTION

#### A. RACEWAY INSTALLATION:

- 1. Raceways may be rerouted if recorded on As-Builts.
- 2. Conduit in Concrete Slabs:
  - a. Use galvanized rigid conduit or PVC. Where PVC is used provide rigid steel ells at stub-ups so that no PVC is exposed above slab.
- 3. Conduit in Finished Spaces:
  - a. All conduit to be concealed.

#### B. CABLE INSTALLATION:

- 1. The number of circuit conductors in a conduit are indicated by diagonal hash marks on the circuit run. No hash marks denotes two (2) conductors. Provide grounding conductor where required by PVC raceway or code.
- 2. Maintain color coding of conductors throughout project.
- 3. Do not use conductors smaller than No. 12 AWG.
- 4. Install conductors in conduits having adequate code size cross sectional area for the circuit and ground wires required. Minimum conduit size is 1/2".

5. Install conductors in conduits with care to avoid damage to insulation. Do not apply a greater tension on conductors than recommended by manufacturer during installation. No mechanical means shall be used for pulling wires No. 8 AWG and smaller.

END OF SECTION

PART 1 - GENERAL

- A. GENERAL: Furnish and install branch circuit panels for lighting and power loads. Overcurrent devices to be circuit breakers with trip element sizes shown in the Schedules on the Drawings.

PART 2 - PRODUCTS

A. BRANCH CIRCUIT BREAKERS:

1. General: Breakers to be molded case, thermal magnetic type, bolt-on type. Provide switching duty rated breakers for all lighting loads.
2. Multipole Breakers: Two and three pole breakers in branch circuit panels to have common trip, single handle. Handle ties not permitted.
3. Interrupting Capacity: In less than 250 VAC applications, minimum U.L. interrupting capacity at service voltage shall be 10,000 RMS symmetrical amperes. In over 250 VAC applications, minimum U.L. listed interrupting capacity at service voltage shall be 14,000 RMS symmetrical amperes. Provide higher interrupting capacity where so indicated on the Drawings.

B. PANELBOARDS:

1. General: Bus to be plated copper; panels similar to Square D "NQOB" suitable for 120/240 volt, three phase or single phase systems as shown on the Drawings.
2. Surface Panels: Surface panels shall have metal face trims with no sharp edges or corners. Surface panel tub finish shall match face trim.
3. Circuit Identity: Branch circuit breakers shall be identified with individual circuit numbers adjacent to each breaker with a typewritten card to identify the load controlled by that breaker.
4. Identification cards to be in panel doors, typewritten, filled out clearly, to identify all outlets.
5. Panelboard Identity: Provide melamine plastic laminate label, three layer black with white core and 1/4 high letters and permanently adhered to panelboard.
6. Manufacturers: Square D, Westinghouse, General Electric Co., ITE, or approved equal.

### PART 3 - EXECUTION

#### A. INSTALLATION:

1. Install panelboard trim top 6' 6" above floor, unless otherwise indicated on the Drawings. Align panel plumb and level and locate as shown on the Drawings. Maintain or exceed minimum clearances required by N.E.C.
2. Panels to have smooth painted finish applied at the factory.
3. Install copper grounding bus in all panels.
4. Bundle and tree conductors in panels with plastic ties.

END OF SECTION

PART 1 - GENERAL

- A. GENERAL: Furnish and install all safety switches where required.

PART 2 - PRODUCTS

A. SAFETY SWITCHES:

1. Safety switches shall be of the general duty, quick make, quick break type with interlocking cover mechanism and provisions for padlocking the switch handle in the "OFF" position.
2. Safety switches shall be of the ampere and voltage ratings shown on the Drawings, as required by the National Electric Code, and other applicable standards.
3. Safety switches shall be of the fused or unfused type and provided with the number of disconnecting poles indicated on the drawings. Except as specifically noted otherwise, all neutrals shall be of the solid type. Provide service label where required.
4. Safety switches used in conjunction with motors shall be horsepower rated for the intended load.
5. Except as otherwise indicated, enclosures shall be NEMA 1 or NEMA 3R as required and shall be phosphate coated or equivalent code gage galvanized sheet finished with gray baked enamel finish.
6. Cable lugs of the proper type and size shall be provided on the line and load side of the safety switches.

PART 3 - EXECUTION

A. INSTALLATION:

1. Provide manufacturer's nameplates for front covering indicating the following information:
  - a. Switch type.
  - b. Catalog number.
  - c. H.P. rating.
  - d. Voltage rating.
  - e. Current rating.

2. Provide disconnect switches at all locations shown on Drawings and/or as required by NEC.
3. Provide nameplate indicating load supplied.

END OF SECTION



PART 1 - GENERAL

- A. GENERAL: Furnish and install a 600 ampere, 120/240 volt, three phase service as shown on Drawings.
- B. Provide a current transformer enclosure sized per P.G.E. requirements.

PART 2 - PRODUCTS

- A. METER SOCKETS
  - 1. Provide meter socket, per P.G.E. requirements, as shown on the drawings.

PART 3 - INSTALLATION

- A. INSTALLATION:
  - 1. Install in accordance with P.G.E. requirements.
  - 2. Provide code required service grounding for new service.

END OF SECTION

PART 1 - GENERAL

- A. GENERAL: Furnish and install a complete grounding system.

PART 2 - PRODUCTS

A. GROUND RODS:

1. Ground rods shall be copper coated steel, 5/8" diameter by 8 feet in length.

PART 3 - EXECUTION

A. INSTALLATION:

1. Furnish and install all grounding equipment, cable, bonding, and other materials required.
2. All exposed non-current-carrying metallic parts of electrical equipment, metallic raceway system, metallic cable armor, grounding conductor in nonmetallic raceways and neutral conductor of the wiring system shall be grounded in accordance with the National Electrical Code and local code enforcing jurisdictions.

END OF SECTION



# Canine-Feline News

VOL. XII

SPECIAL EDITION

NO. 1

## Noted Hollywood Animal Trainer Semi-Retired In Oregon Forest



### Rain Turns Black Panther Into Mountain Lion

A sudden rainstorm in the middle of Mexico turned my "black panther" into a tan cougar, and the proverbial cat was out of the bag!

Two weeks before the rain storm, I had twenty-four hours to bring a trained black panther to the location set of a horror film in Mexico.

Borrowing a cougar I trained a few years previously and dying him black, I was off to the Mexico location.

Everything went well until it rained.

With some vaseline and black grease paint, my "black panther" was back before the camera, enabling the producer to complete filming on schedule.

*LOS ANGELES MAYOR Tom Bradley commends animal trainer Christopher Keller for his success in training animals and exotic birds for films. Keller is now semi-retired in Newberg, Oregon. Commendation reprinted on page three.*

#### EDITOR'S NOTE

This special edition of *Canine & Feline News* marks our salute to noted Hollywood animal trainer Christopher Keller upon his retirement from the entertainment industry.

His numerous celebrity friends and associates join *Canine & Feline News* in wishing him many happy years ahead.

— JRS

— by —  
Michael Dennis

Noted Hollywood animal trainer Christopher Keller is living in semi-retirement near a small town in northern Oregon, "where the air is fresh and folks are down to earth."

The many animals and birds Chris Keller has trained over his years in Hollywood have been adopted by carefully selected private citizens throughout the southwest.

"When a film, TV special or episode, or an unusual event intrigues me," Keller said recently, "I 'borrow' the appropriate animal or bird from one of my pet-sitters."

Following a quick refresher period with the animal, he added, we are back in front of the cameras having fun.

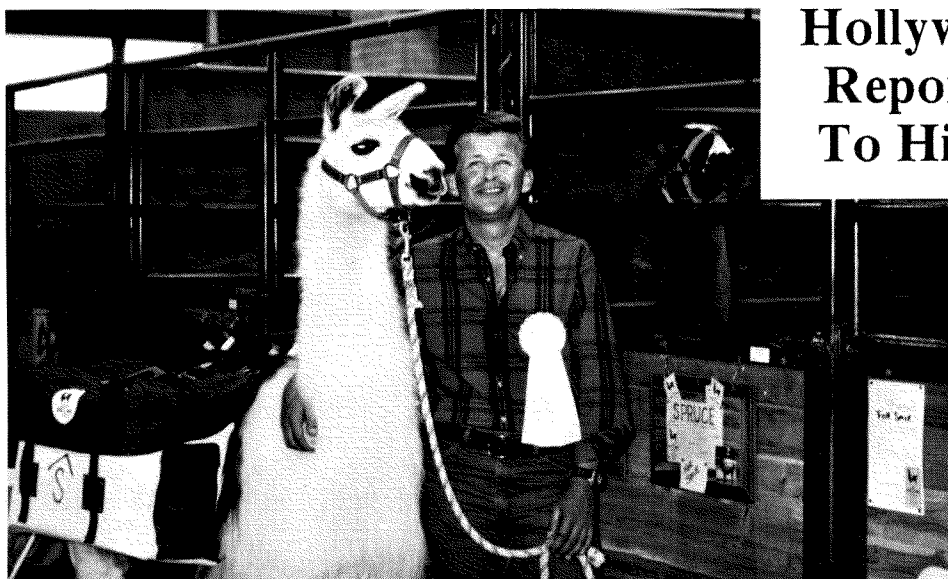
Keller admits he occasionally trains a personal pet for private parties "to keep my hand in."

During his professional training career, he has trained five species of simians, exotic as well as pet cats, kangaroos, koala bears, camels, and a wide range of wild and exotic birds, including birds of prey.

"Once you learn and respect the fact that all living things have distinct personalities," he asserts, "training wild or domesticated creatures is a matter of patience and affection."

Keller does not believe in or use punishment while training any animal or bird.

Chris Keller-trained dog owners constitute a veritable list of "who's who" in the entertainment industry and are nearly as numerous as his professional credits in the entertainment industry.



## Hollywood Animal Trainer Reports Llamas Respond To His Unique Technique

### Christopher Keller Training Llamas For Film/TV Work

*by Ridgely Allison  
Hollywood Correspondent*

While checking in on Hollywood's favorite animal trainer Christopher Keller, now living in semi-retirement in Newberg, Oregon, I have learned Chris has found a new interest — Llamas!

"These fascinating animals are unusually intelligent and respond quickly to affection," Keller enthused in our telephone chat.

According to Chris, llamas are extremely intelligent and learn to respond to verbal commands if you are willing to be patient and take the time to make training sessions fun for the animal.

"If you take the time to gain their trust and respect," Keller asserts, "these regally exotic distant cousins of camels are eager to learn and take great delight in showing off their new capabilities."

Invited to visit the Rafter Diamond S Ranch's Llamacademy in Wilsonville (Oregon), Chris Keller had one of these pedigreed South American animals responding to his verbal commands before he left the ranch that afternoon.

Keller reports he is interested in training llamas to respond to verbal commands of their owners.

Once this goal is reached, Chris said, he will try to interest movie and television producers in using these beautiful animals in future productions and in TV commercials.

"I have all the confidence in the world that llamas may soon be featured in print advertisements as well as in fashion show productions."

Keller hopes to train the exotic animals to respond to silent hand signals for stage work.

## Film-TV Stars, Executives Call Keller

*— by —  
Ridgely C. Allison  
Hollywood Correspondent*

A partial list of motion picture and television personalities and executives who have called Christopher Keller to train their pets reads like a "Who's Who" of the entertainment industry.

Though most of the celebrity pets are canines and felines, Christopher Keller has occasionally received calls to train squirrels (Peter Lawford) and exotic birds (Rudy Vallee).

His rapport with large cats (lions, tigers, cougars) and exotic birds (parrots, cockatiels, falcons, eagles) has made him one of the more versatile animal trainers in the entertainment industry.

A number of producers and directors have used Keller-trained valuable pedigreed dogs as well as exotic birds as gifts to stars upon the completion of a film or TV series.

Inasmuch as these incidents are confidential assignments, Keller is reluctant to name names but reports he is frequently called upon to refresh the training if the star recipient is negligent in maintaining the training routine of the new pet.



### Canine & Feline News

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*Hollywood Correspondent*

Sue Samuelson  
*Advertising Director*



### COMMENDATION

WHEREAS,

**Christopher Keller**

IS RECOGNIZED AS ONE OF THE FOREMOST ANIMAL TRAINERS IN THE MOTION PICTURE AND TELEVISION INDUSTRIES; AND

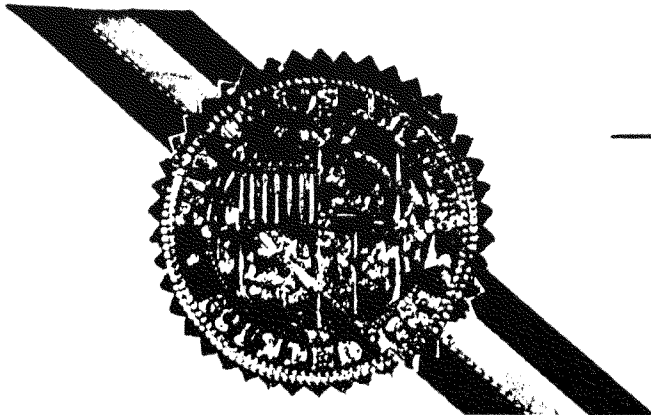
WHEREAS, MR. KELLER HAS DEVOTED FIFTEEN YEARS TO THE PRESERVATION OF DOMESTIC AND EXOTIC ANIMALS; AND

WHEREAS, MR. KELLER HAS ACTIVELY PROMOTED INTELLIGENT BIRTH CONTROL OF DOMESTIC PETS; AND

WHEREAS, MR. KELLER STRONGLY ADVOCATES OBEDIENCE TRAINING OF HOUSEHOLD PETS AS THE MOST EFFECTIVE METHOD OF IMPROVING OWNER-PET COMMUNICATION AND RAPPORT;

NOW, THEREFORE, I, TOM BRADLEY, MAYOR OF THE CITY OF LOS ANGELES, DO, HEREBY, COMMEND CHRISTOPHER KELLER FOR CONTINUING OUTSTANDING SERVICE TO OUR ANIMALS AS WELL AS HUMAN POPULATION, AND WISH HIM CONTINUED SUCCESS IN HIS HUMANITARIAN ENDEAVORS.

AUGUST, 1981



*Tom Bradley*  
MAYOR

## Kudos Rain On Keller

Former Hollywood animal trainer Christopher Keller's files bulge with kudos from a wide cross section of entertainment personages, stars, producers, directors, set designers, stage production company executives, film attorneys, advertising agencies creative staffs, and grateful private parties.

A random sampling includes:

"Thank you for designating Actors and Others for Animals as the charity to receive this generous gift." — *Earl Holliman, president.*

"Fantastically trained animals and birds you supplied for our fashion shows over the years attest your preeminence in this field." — *Susan Gertsman, producer, Apparel Ventures Presents.*

"You have brought tranquility and enjoyment to the Sigoloff family, thanks to your excellent dog training program." — *Sanford C. Sigoloff, Chairman, CEO, Wickes Companies, Inc.*

"Because of his personable nature and high degree of integrity, my association with Christopher Keller has been quite gratifying. If you would like to discuss his methods and results more fully, please feel free to call me." — *Peter Lawford, actor.*

"I can't say enough about the job you have done on Schultz and Max . . . you really did an outstanding job for me." — *Anthony Cassara, President & CEO, Golden West Television.*

"It is up to us now to carry on your good work with Archie. We'll keep you posted. And, needless to say, we're glad to recommend you highly." — *Marti Paskal, President, J & R Film Company.*

"You possess a unique gift, Chris, and we do not hesitate to give you our highest recommendation." — *Bill Harp, set director, The Tim Conway Show and The Carol Burnett Show.*

"Our lives are all enriched because of the change you worked with our dog, Jip." — *Becky Wiemer, production assistant, Archie Bunker's Place.*

"You have taken an eight month old English Spaniel puppy and two youthful-minded (I am not going to give away our ages) and have given them a warm and fulfilled experience in obedience by affection training." — *Irving H. Anderson, vice president, Marsh & McLennan.*

"All of your hard work with our dog was definitely 'above and beyond the call of duty'." — *Malcolm A. Lesavoy, M.D., Chief, Plastic & Reconstructive Surgery, UCLA Medical Center.*

"I feel now that I can better communicate with Kasha. She was always a happy dog and is even happier now that she has been trained by the fabulous Chris Keller!" — *Karen Warner, Singapore Airlines.*

"Damien responds beautifully on command, both on and off the leash. I certainly recommend you with the highest approbation to anyone who needs their dog trained." — *Arthur J. Crowley, attorney.*

"Your simple, clear and kind teaching methods have certainly enriched our family's lives, which include three of your graduates — Inda, Ketchum and Jezebel." — *Gregory Hoblitt, director, Hill Street Blues.*

"You have done a marvelous job with Wolfie, your fee should be three times the amount for all the time you devoted to Wolfie and me." — *Tom Palmieri, Vice President Operations, MTM.*

"My family joins me in thanking you for the absolutely magnificent job in training our Rottweiler. It is amazing how you are able to bring all of the good traits of the dog out in a caring and humane way and, at the same time, suppress the bad ones." — *W. D. Axelrod, Chairman of the Board, Southwest Leasing & Rental, Inc.*

"I cannot think of any stronger compliment to pay than to say my wife and I trust you completely with our dog and, should I acquire another pet, you would be the first and only person I would consider as a trainer." — *Frank Lupo, co-producer, The Misadventures of Sheriff Lobo and Miami Vice.*



*PALS — Peter Lawford enjoys "Nutsy", the squirrel Chris Keller tamed and trained for the veteran actor.*

## Chris Keller's TV Commercials

— by —

*Michael Dennis*

Christopher Keller trained and furnished the animals and birds used in such television commercials as:

Three ravens for First National Bank; a giraffe, an elephant and an owl for First Interstate Bank; llamas and camels for Bank of America; horses, cows, dogs and bison for Wells Fargo Bank; and

Dogs for Alpo; dogs and cats for Purina; dogs, leopards and snakes for Robinson's; a kangaroo and a koala for The Broadway; miniature horses for J.C. Penney; dogs for Texaco; assorted reptiles for Phillips 76; dogs and horses for Standard Oil; and

Dogs and a chimpanzee for Chevrolet; dogs and reptiles for Honda; dogs for Greyhound; horses, cattle, sheep and chickens for Silver Stream Motor Homes; bears for Pabst Blue Ribbon; twelve puppies for Bayer Aspirin; and

House cats for Lavaris; pigs and piglets for Farmer John's Sausage; two dogs for Johnson and Johnson Floor Wax; puppies for Johnson and Johnson Baby Powder; and horses, parrots, bison and hawks for Pepsi.

# Assistant Film/TV Directors, Ad Agencies Are Life Blood, Bane of Animal Trainers

— by —

*Ridgley Allison  
Hollywood Correspondent*

"Creative directors of advertising agencies, Hollywood press agents, and assistant directors of films and TV shows are the bane and life blood of my profession," recalls retired Hollywood Animal Trainer Christopher Keller.

A week's advance notice for impossible animal and bird stunts is a luxury rarely enjoyed by trainers in Hollywood.

The norm is 24 to 48 hours.

"One memorable example was when a press agent calmly advised my office he wants three elephants at noon tomorrow for a race down Hollywood Boulevard to plug the opening of a new movie," Keller reminisces.

He said he will be using, as jockeys, three lady radio personalities in the first race, three lady journalists in the second race and three lady television newscasters in the third race — none of whom have ever been on an elephant before.

"Of course, the press agent is unavailable for further information or instructions until twenty minutes before the races are scheduled to start!

"He did, however, have Hollywood Boulevard blocked off to traffic and the street cleared of parked vehicles for the first elephant race in the famed boulevard's illustrious history," Keller said.

The press agent blithely and correctly assumed everything and anything is possible in Hollywood.

The three elephants' rebellious bellowing drowned out an enthusiastic high school band when they staged the first sitdown strike on the famed Boulevard midway during the return leg of the last race.

Undaunted by this elephantine rebellion, the press agent merely appropriated a policeman's baton and soundly whacked the bull elephant's backside and the race resumed.

## Difficult Dogs Require Love; Not Discipline, Punishment

### Problem Dogs Respond To Affection

— by —

*Michael Dennis*

"Did you ever come home from work and discover your dog managed to chew through and destroy an entire couch in eight hours?" (N.J.S.)

"Rocky seemed to be housebroken until I discovered these little hidden piles." (R.S.)

"I was being evicted because of Tonto's excessive barking." (A.R.)

"Sheba and I first met at an animal center in Chicago. She had been picked up off the street, was injured and had obviously been badly abused. The 85-pound German Shepherd completely destroyed my home the first time I left her alone. There was not a stick of furniture standing, not a curtain or a curtain rod on a window, not a picture on the walls — she had eaten an entire folding door and ripped all of the clothes out of my closets. She went for the throat of the first man who walked in my house." (N.W.)

"Can you imagine that the gift of a beautiful 20-month old female German Shepherd could turn into a near-disaster? Our call to you was a desperate SOS, for we realized we were hopelessly out of control. Dasha was hyper, she was biting and barking, not just at strangers, but at us!" (J.K.)

Christopher Keller's files include over 800 similar appeals for help during his 20-plus years as one of the country's foremost animal trainers.

These problem dogs and hundreds of others, as bad or worse, were quickly putty in Mr. Keller's capable hands.

His affection training has never failed to convert problem dogs into loving companions while retaining the

individual dog's protective instincts for his human family.

Keller asserts there are no problem dogs, only owners who have not prepared themselves for the responsibility of selecting the right breed for their individual circumstances and having their new family member properly trained.

"Once a dog is properly trained," he advises, "they rarely need refresher training IF the owner adheres to and religiously follows the owner training I conduct while training their dogs."

## Boa Constrictor Panics Actor; Actress Saves Day

Filming of a "Fantasy Island" episode starring Joe Namath, Chris Connelly and Tris Stewart was halted when Namath refused to handle a live boa constrictor.

Miss Stewart had no problem handling the trained twelve foot tropical snake in the episode's climatic scene.

Animal trainer Christopher Keller, who furnished many of the exotic tropical birds and animals appearing in the long running television series, worked with the show's prop department to create a realistic plastic and rubber replica of the snake.

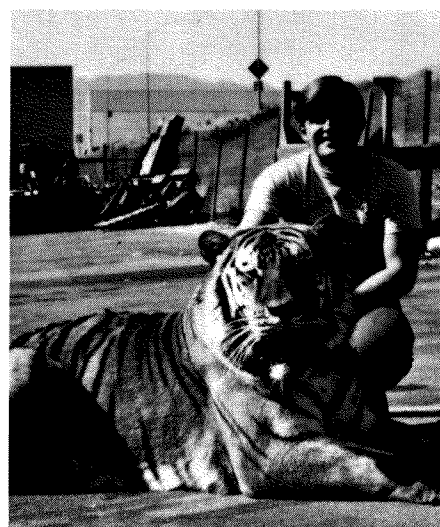
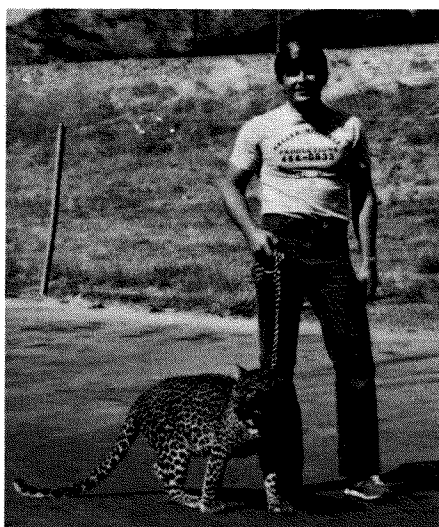
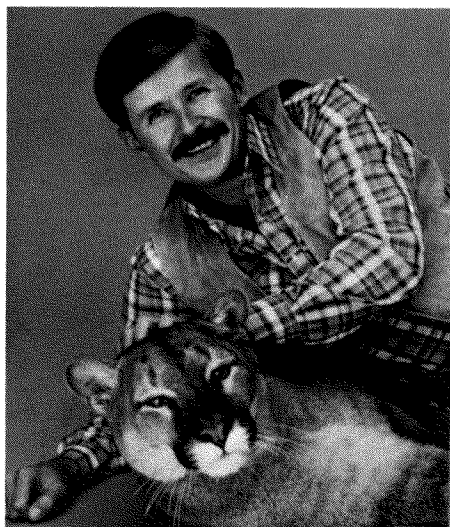
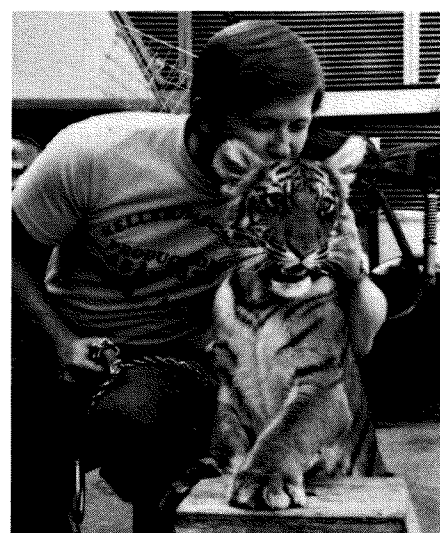
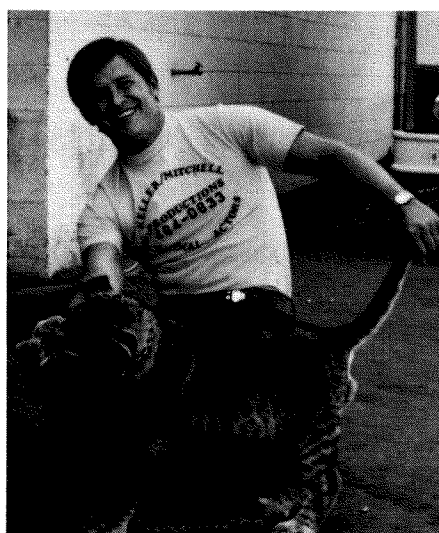
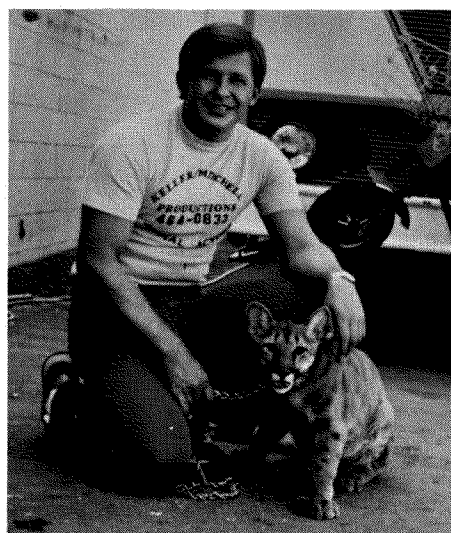
The film company shot around the pivotal scene while the rubber snake was being hurriedly created.

The live snake, which was raised and trained by Keller over a number of years, performed excellently during other scenes of the episode.

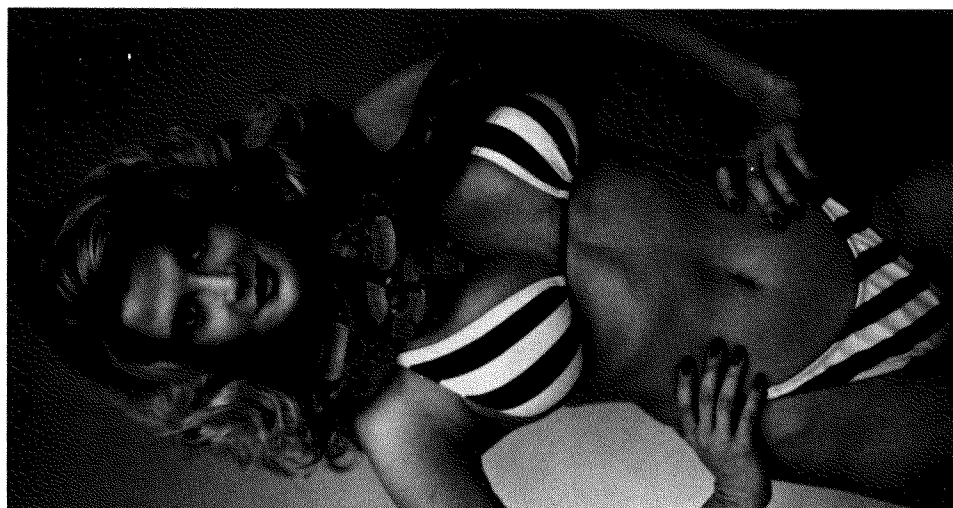
At the episode's "wrap" party upon completion of filming, Keller and the film's crew presented "Broadway Joe" with the rubber snake as a souvenir of his appearance in the popular television series.



# They Do Grow Up — Big, That Is!



Famous Hollywood Animal Trainer Christopher Keller, now residing in semi-retirement in Newberg, Oregon, shows how cuddly young kittens can grow into big, big cats. Chris is shown here with three cubs he raised and trained for work in front of motion picture and television cameras over his years in Hollywood. On the left is a Puma (mountain lion), center, an African leopard, and right, a Bengal tiger.



"B.C.", animal trainer Christopher Keller's personal boa constrictor, snuggles up with film and TV star Anita Merritt. Miss Merritt was featured in "Bring 'Em Back Alive" and had a recurring role in the "Joanie Loves Chachi" TV series.



## Keller's TV Credits Read Like Noah's Ark

— by —

Ridgley C. Allison

Hollywood Correspondent

Partial listing of animals and birds Christopher Keller has trained and used in television episodes reads like an inventory of Noah's ark.

The Carol Burnett Show required six dogs, chimpanzees and an orangutan; the Tim Conway Show used several dogs, cats and miniature horses; Hill Street Blues used dogs and orangutans; and

Mama's Family featured numerous house cats; Fantasy Island required parrots and snakes; Little House On The Prairie used Keller-trained dogs, wolves and snakes; Circus of the Stars featured Barbi Benton's lion act; and

Sesame Street featured farm animals, including pigs, trained by Chris Keller; Keller also guested on Bozo's Circus as a clown and used two of his personal dogs in the hilarious episode; and

Happy Days featured dogs and turkeys; Three's Company, kittens and a chimpanzee; The Garry Shandling Show a number of chimpanzees; and

Keller furnished and trained the dogs used in the popular TV movie, "The Doberman Gang."

Other popular TV series featuring Chris Keller-trained dogs include:

Room 227, Hill Street Blues, Love Boat and Moonlighting.

## Cupid's Arrow Halts Filming

(From Keller's Diary)

Do you ever feel the whole world is conspiring against you?

Blame it on Cupid!

My most reliable chimpanzee fell in love with the wrong actress during the filming of a TV commercial, driving away the dog she was working with.

After much coaxing, I was able to get Elmer back into his cage and raced some twenty miles to drop him off and pick up his less amorous brother.

We were a couple hours over budget, which the director convinced the production company, was Cupid's fault.



*THREE GOLDS — Brie, Chris Keller's Golden Retriever, poses on the studio soundstage with the two Gold sisters — Tracey of "Growing Pains" and Missey of "Benson."*

## Each Animal, Bird Has Individual Personality Inherent With Traits

### Centuries Of Breeding Has Honed Versatility

All recognized breeds of dogs, cats and domesticated birds have been carefully bred for centuries to fulfill a specific need.

Throughout the development of this highly varied breeding, each breed of animal and bird has certain inherent personality traits.

Prospective pet owners should be thoroughly familiar with the personality traits common to the dog, cat or bird they wish to adopt.

With this knowledge and assisted by a professional animal trainer, both the owner family and the animal will enjoy many years of mutual happiness and love.

Without professional training, most household pets become difficult to control and cause numerous unnecessary problems for the household.

All owners of problem pets and people who are shopping for a family pet should consult a local veterinarian for assistance in locating a professional animal trainer before introducing the new pet into their homes.

### Keller's Film Credits

Among Christopher Keller's numerous film credits are two award-nominated documentaries:

"Run Cougar Run," which featured six dogs and three cougars; and "The White Stallion," whose animal cast included fourteen Keller-trained horses and ponies.

Among Keller's feature motion picture credits are:

"Day Of The Animals," starring Christopher George and Linda Day George. Keller furnished dogs, cats, horses, wild boars, hawks and ravens.

"Amadeus," starring Oscar-winner F. Murray Abrahams, featuring two Keller-trained dogs; "House," starring William Katt, George Wendt and "Brie", Keller's personal Golden Retriever.

"The Wild Pony," starring Josh Byrne, using horses and ponies supplied by Keller; and "Nightwing," starring Nick Mancuso, featuring Keller-supplied bats.

"13 O'Clock," starring James Remar and a Keller trained dog; and "The Beast Master," featuring Keller trained ferrets.



*HEATHER O'ROURKE, star of the two hit "Poltergeist" films, relaxes between takes of "Poltergeist II" with Misty, her canine co-star.*



*THREE STARS — Smokey, one of the world's smallest miniature horses, shares the spotlight with Justine Bateman of "Family Ties" and her brother, Jason Bateman, of "Silver Spoons."*



*ART MATRONO, veteran character actor and comedian, enjoys taking Satan for motorcycle rides since Chris Keller taught the sleek feline a few motoring tricks.*



*"LITTLE HOUSE: A NEW BEGINNING" co-stars David Friedman and Shannen Doherty are pictured here becoming acquainted with B.C., animal trainer Christopher Keller's pet boa constrictor.*

## FAUX PAWS

Polite expletive uttered by set decorators, assistant directors, the camera operator, and human co-stars when their four-legged co-star decides to relieve itself while the cameras are rolling.



*SHALENE McCALL, who plays Priscilla Presley's daughter Charlie Wade in "Dallas," joins two Keller-trained German Shepherds during a break in filming.*

# Animals, Birds In Television, Motion Pictures Growing Trend

## Fewer Retakes With Animals

— by —  
Michael Dennis

One of the more interesting and entertaining trends in motion pictures and television, which started about seven years ago, is the increasing use of domestic and exotic animals, birds and reptiles.

Majority of films and TV episodes in the past few years and in current production manage to include animal, bird or reptile "actors," a recent *Canine-Feline News* survey shows.

Hollywood trends tend to grow and decline in cycles, insiders report. Experts say these trends are due to the box office success of films and TV ratings when domestic and exotic animals and birds are employed.

"Animals and birds are an excellent and, frequently, subtle method of creating a desirable mood or underlying theme of a production.

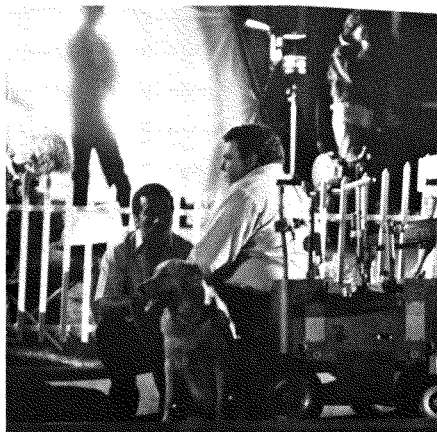
"They are as subtle and effective as the musical score when used to create a desirable mood," according to a leading film director speaking off the record.

"These four-legged or winged actors can be used subliminally as well as for startling mood emphasis or as a featured player in the production, the director added.

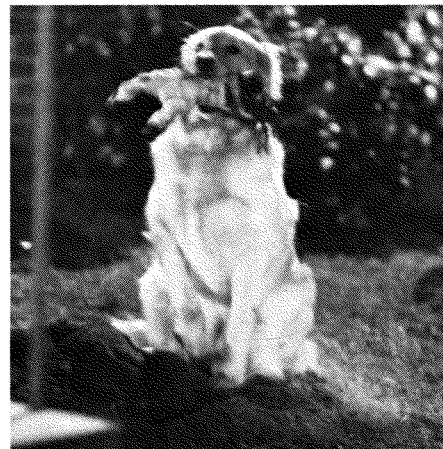
"Now that training techniques have been advanced to near perfection by animal and bird trainers like Christopher Keller," he pointed out, "these furry and feathered actors cause far fewer retakes and are not nearly as temperamental as their human costars."

A few of the better known trainers, Keller recently revealed, are frequently asked for autographed photos of the animal, reptile and bird stars.

"I guess Hollywood is finally going to the birds," Keller smiled.



*BETWEEN "TAKES"* — Christopher Keller, left, instructs film star George Wendt how to give his canine co-star in the horror movie, "House", Keller's Golden Retriever "Brie", hand signals for the next scene as the film's director looks on.



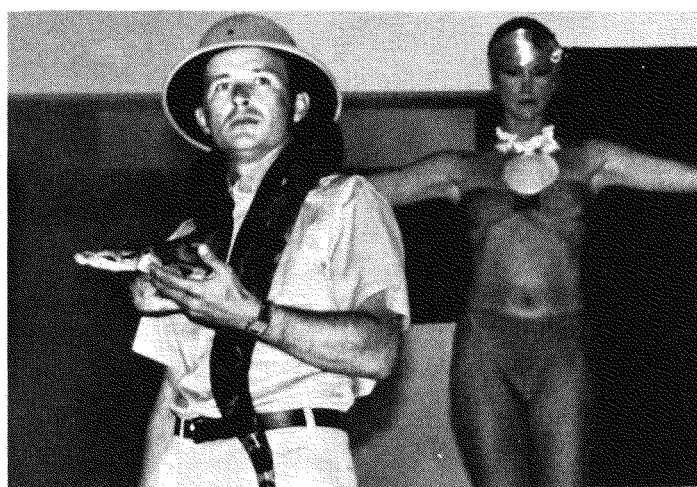
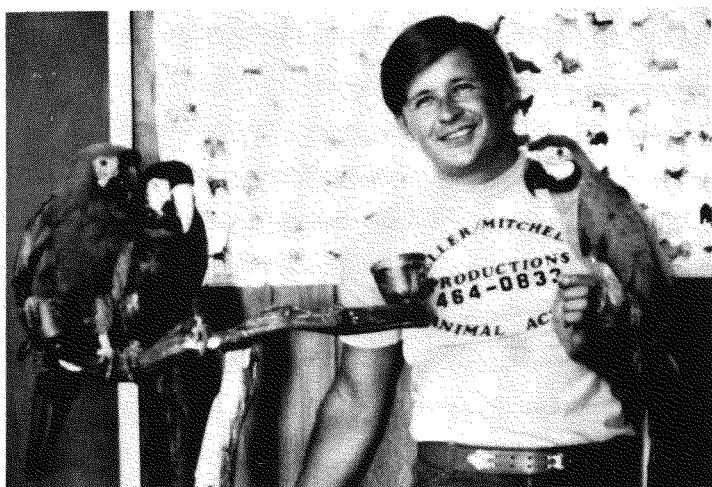
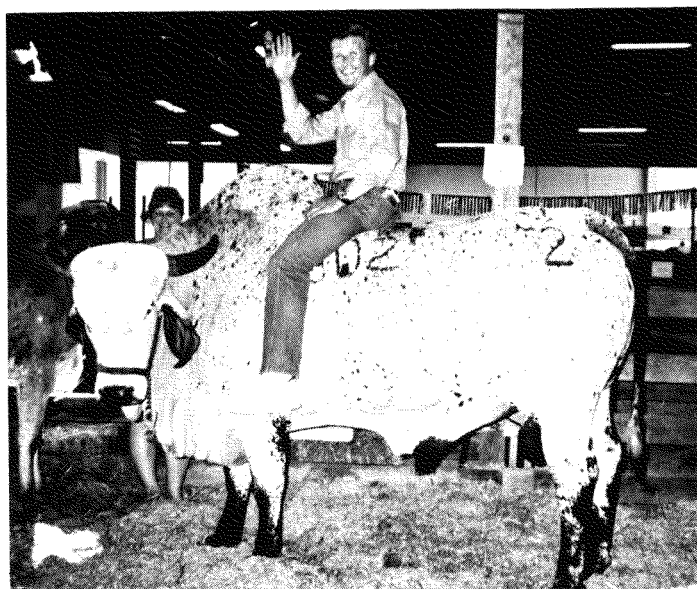
*LOOK WHAT I DUG UP* — Brie, Chris Keller's famed Golden Retriever, proudly displays a human hand and wrist she unearthed in a scene from the motion picture "House".



*VICKI LAWRENCE and her Borzoi pal guest starred on a "Tim Conway Show" episode. The Russian Wolf Hound was trained by Christopher Keller and has appeared on numerous TV segments, films and fashion shows.*



# Random Snapshots From Keller's Photo Album



## Famous Animal Trainer Plans Teen Classes

Recently retiring to Newberg (Oregon) from Hollywood, noted motion picture and television animal trainer Christopher Keller is reportedly considering establishing basic and advance animal training courses for area youngsters.

"Most top professional animal trainers in motion pictures and television," Keller reports, "are folks who apprenticed themselves to established trainers and waited for that 'one big break' to launch their own careers."

Consequently, Keller reveals, there are as many animal training techniques as there are animal trainers.

"Obviously," he says, "each trainer sincerely believes himself or herself to be the best in the business."

The only actual "graduation certificate" any animal trainer possesses is his or her professional credits and industry-wide recognition, he asserts.

Whether or not Keller proceeds with this venture depends upon area youth interest, legalities, funding and liability insurance requirements.

## Few Of Keller's Star Clients

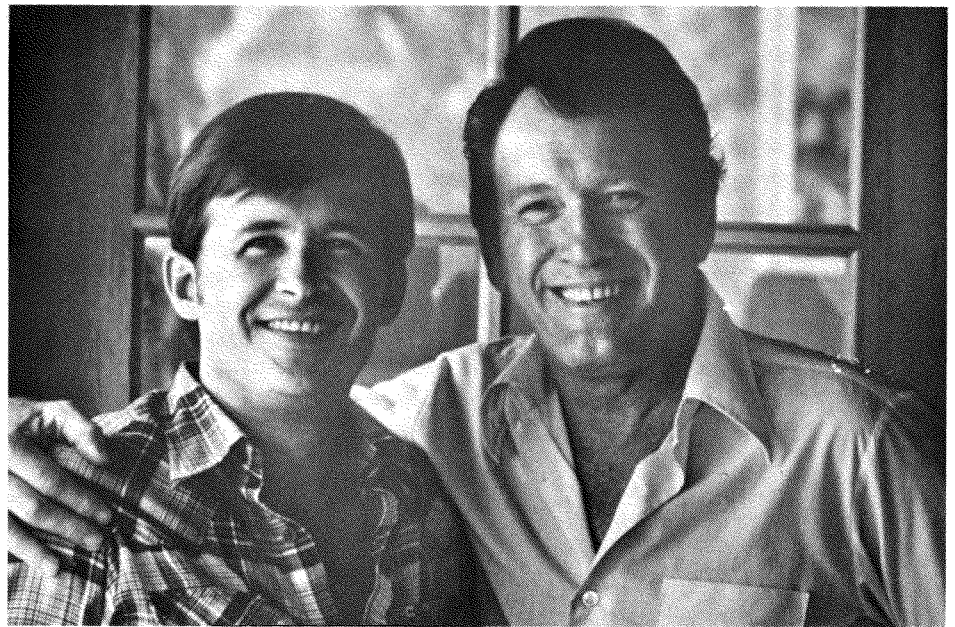
— by —  
Ridgley C. Allison  
Hollywood Correspondent

Among prominent celebrities for whom Christopher Keller has trained their private dogs, cats, parrots and one squirrel were:

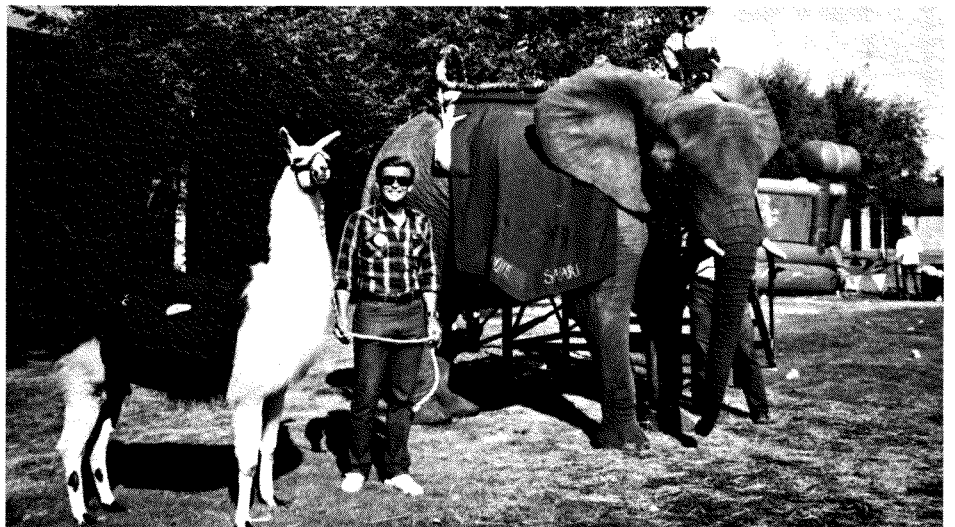
Peter Lawford, two dogs, one squirrel; James Caan, dog; John Belushi, parrot; Gil Garrard, dog; Connie Sellaca, dog; Freddie Prinze, two parrots; and

Heather O'Rourke, two dogs; Hugh Hefner, two dogs; Steve Martin, dog; Donna Mills, three cats; and

Roy Clark, two parrots and two dogs; Donna Sommers, one dog and one cat; Karen Black, one dog; and Michelle Green, one dog.



*ANIMAL ACTIVISTS — Animal trainer Christopher Keller (left) and film star Earl Holliman are both active in programs to protect animals. Holliman is president of the prestigious Actors & Others for Animals, a non-profit organization of film and TV personalities founded by Doris Day.*



*ONE PICTURE WORTH 1,000 WORDS — Chris Keller enjoys a break in the training schedule with two of his star pupils.*

## Dog/Cat University Planned By Trainer

"When I'm more settled here in Newberg, I just may explore the feasibility of establishing a dog and cat university," noted animal trainer Christopher Keller remarked during a recent telephone interview.

Keller explained.

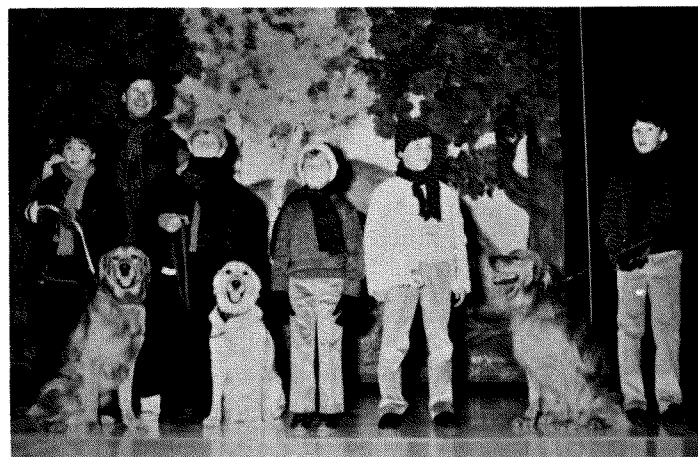
"It has long been my dream to train house pets much beyond the routine basic instruction most receive at group obedience sessions.

"My thought is to establish a training facility in which household pets, with basic obedience training, will receive advance, specialized training similar to the training professional domestic animals receive to become performers in the entertainment industry."

Keller is recognized as one of the foremost animal trainers in the motion picture and television industry.



# Keller Birds, Animals Featured In Beverly Hills Fashion Shows



## County Pets Compete For TV Stardom

By Joleen Colombo

Dust off your dog and spruce up your cat. They have a chance to be television stars by winning the Pet Talent Search Competition, Wednesday, Nov. 2 at the Multnomah County Expo Center, Main Exhibit Hall.

Hollywood animal trainer Chris Keller will judge the entrants and select the winning cat and dog. He will then personally train the winners to star in Multnomah County Animal Control TV Commercials. Plans for the pet celebs also include appearances at schools, community festivals, libraries, senior residences and display on posters.

**Keller's trained eye can spot the next wonder dog "Benjie" or cat food magnet "Morris."**

To enter the competition, dogs and cats must be licensed in Multnomah County. The contest, sponsored by Multnomah County Animal Control, is part of efforts to "get as many licenses on dogs and cats as possible," says Phil Clifford, MC Animal Control community information representative. The dogs must be at least six months old and on a leash. Cats must be on a leash or in a humane carrier and at least nine months old.

All entrants will receive free gifts and prizes from co-sponsoring Well-Pet and IAMS pet-food companies. Also the event gives a opportunity to see what Keller — famous for training the dogs in such movies as *Amadeus* and *House*, in TV series, *Moonlighting* and *Hill Street Blues*; the snakes and birds in *Fantasy Island*, and other animals in numerous commercials — looks for in a potential star.

However, this is not a contest for the most beautiful or best of breed only. Every licensed dog and cat in the county has a chance. Keller says, for starters, what he looks is an animal that is "physically fit and mentally alert." With over 15 years' experience as an animal trainer for movies, TV series and commercials, Keller's trained eye can spot the next wonder dog "Benjie" or cat food magnet "Morris."

The animal trainer emphasizes competition winners go away with something as valuable as possible stardom for their pets, "the possibility of a professionally-trained animal," which means more "open communications and the elimination of confusion."



**PET TALENT SEARCH JUDGE — Chris Keller, one of the nation's foremost trainers of animals and exotic birds, pets his Golden Retriever, Brie. Trained by Keller, 13-year-old Brie has starred in several films and TV commercials.**

Keller stresses quality time shared with a pet is very important and communication lines need to be direct, clear and loving — no mixed messages. In training pets for private owners, "the myths you have to counter are incredible," he says. For example, "Never attach the dog's name to the command 'No.' They associate their name with the negativity. The name should always be used pleasantly," Keller emphasizes. A dog owner asked him repeatedly why his dog cowered when his name was called. "He's been bludgeoned into the ground with his name and 'No,'" Keller says.

Keller, who "left the glitz, glitter and pollution in Los Angeles" behind, moved to Oregon 14 months ago and currently lives in Newburg. Although still involved in media productions, Keller plans local group presentations on animal training for pet-owners to explain animals' mental capacities and responses in order to improve communications that create a strong pet/owner bonding.

The Pet Talent Search is just one of several approaches MC Animal Control is attempting to motivate people to get their dogs and cats licensed. These licenses are required and although the county employs two full-time compliance officers to seek out unlicensed dogs and cats and there's an up-to-\$500 fine for animals not licensed, the idea is not to "use the big stick approach. We'd rather have people go along and buy the big idea," Clifford says.

In addition to the the Pet Talent Search, MC Animal Control is sponsoring a Pet License Sweepstakes in April and will be mailing coupons to licensed pet owners, from animal services businesses, with discounts worth more than license costs.

The county's required licensing is really a life-saver for animals. "Less than three percent of the dogs and cats that were brought in last year had any kind of I.D.," Clifford points out. With no tags on pets, owners are difficult to locate. "We ended up having to destroy 8,000 dogs and cats (out of the 14,000 brought in)." Ten percent of the the license fee goes to an animal control trust fund which helps to pay spaying and nurturing costs and in turn, saves the destroying of over-population of dogs and cats "who did nothing wrong except to be born," Clifford stresses.

The Scanner

DATE SUBMITTED 10-31-88

(For Clerk's Use)

Meeting Date 11/8/88 pm  
Agenda No. #2

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Pet License Promotion Campaign

Informal Only\* November 8, 1988  
(Date)

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

DEPARTMENT Environmental Services

DIVISION Animal Control

CONTACT Mike Oswald

TELEPHONE 667-4024

\*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Mike Oswald

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

This year the Animal Control Division is promoting Pet Licensing in a fun and innovative way. Promotional activities include: Pet Talent Search Contest. Where the winning dog and cat will be trained free of charge by Hollywood Animal Trainer Chris Keller. They will be in Pet Licensing Promotional activities including a starring role in a commercial, on posters, visit schools, and be in parades. The campaign will climax in a Pet License Sweepstakes in spring, including a grand prize of a dream vacation and other prizes.

(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 \_\_\_\_\_

BOARD OF  
COUNTY COMMISSIONERS  
1988 NOV - 1 AM 4:28  
MULTNOMAH 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.



# CELEBRITY'S AND THERE ANIMAL'S I HAVE TRAINED

PETER LAWFORD	(ACTOR)	2 DOGS, 1 SQUIRREL
JIMMY CAAN	( ACTOR)	1 DOG
JOHN BELUCHI	(COMMEDIAN)	PARROT
GIL GARRARD	( ACTOR)	1 DOG
CONNIE SELLACA	( ACTRESS)	1 DOG
FREDDIE PRINZE	( COMMEDIAN)	2 PARROTS
SANDY SIGELOFF	( VICE PRESIDENT WIKES FURNITURE BUILDERS EMPORIUM)	2 DOGS
HEATHER O'ROUKE	( ACTRESS)	2 DOGS
HUGH HEFNER	( EDITOR) PLAYBOY	2 DOGS
STEVE MARTIN	( COMMEDIAN)	1 DOG
DONNA MILLS	( ACTRESS)	CATS
ROY CLARK	( SINGER)	2 PARROTS AND 2 DOGS
DONNA SOMMERS	( SINGER)	1 DOG AND 1 CAT
KAREN BLACK	( ACTRESS)	1 DOG
MICHELLE GREEN	( ACTRESS)	1 DOG
GREGORY HOBLIT	( CO-PRODUCER) DIRECTOR	2 DOGS
CHIEF JOHN SAMUELSON	(TOP HOLLYWOOD PUBLICIST)	1 DOG

## TELEVISION SHOWS

CAROL BURNETT SHOW	6 DOGS , CHIMPANZE, ORANGUTAN
TIM CONWAY SHOW	DOGS, CATS, MINATURE HORSES
MAMA'S FAMILY	CATS
227 SHOW	DOGS
LOVE BOAT	DOGS
FANTASY ISLAND	PARROTS, SNAKES
LITTLE HOUSE ON THE PRARIE	DOGS, WOLFS, SNAKES
HILLS STREETS BLUES	DOGS, ORANGUTAN
MOONLIGHTING	DOGS
CIRCUS OF THE STARS	LIONS, BARBI BENTON
SESAME STREET	TRAINED PIGS AND OTHER FARM ANIMALS
BOZO'S CIRCUS	CREATED MY OWN CLOWN AND HAD 2 DOGS IN MY ACT.
HAPPY DAYS	DOGS, TURKEYS
REGIS PHILBEN SHOW	DOGS OBEDIENCE DEMONSTRATION
THREE'S COMPANY	KITTENS CHIMPANZE
MADE FOR T.V. SPECIAL THE DOBERMAN GANG	DOGS
THE GARRY SHANDING'S SHOW	CHIMPANZE'S

## TELEVISION COMIERCIALS

FIRST NATIONAL BANK	3 RAVENS
FIRST INTERSTATE BANK	1 GIRAFFE 1 ELEPHANT 1 OWL
BANK OF AMERICA	LAMAS AND CAMELS
WELLS FARGO BANK	HORSES, COWS, DOGS AND BISON
ALPO	DOGS
PURINO	DOGS AND CATS
ROBISON'S	DOGS, LEOPARDS, SNAKES
THE BROADWAY	KANGAROO AND KAWALA
J.C. PENNY	MINATURE HORSES
TEXACO	DOGS
76 OIL	REPTILES
STANDARD OIL	DOGS, HORSES
CHEVROLET	DOGS AND CHIMPANZE
HONDA	DOGS AND REPTILES
GREYHOUND	DOGS
SILVER STREAM (MOTOR HOMES)	HORSES, CATTLE, SHEEP CHICKENS
PAPST BLUE RIBBON BEER	BEARS
BAYER ASPIRIN	12 PUPPIES
LAVORIS	CATS
FARMER JOHN'S SAUSAGE	PIGS AND PIGLETS
JOHNSON AND JOHNSON FLOOR WAX	2 DOGS
JOHNSON AND JOHNSON BABY POWDER	PUPPIES
PEPSI	HORSES, PARROTS AND BISON , HAWKS

# MOTION PICTURES

HOUSE	WILLIAM KATT	1 DOG	1 SNAKE	PHEASANTS
13 O'CLOCK	JAMES REMAR	1 DOG		
RUN COUGAR RUN		6 DOGS	3 COUGARS	
DAY OF THE ANIMALS	CHRISTOPHER GEORGE LIND DAY GEORGE		DOGS,CATS,BOARS AND BIRDS	
THE WILD PONY	JOSH BYRNE		HORSES, PONIES	
NIGHTWING	NICK MANCUSO		BATS	
LIGHTNING THE WHITE STALLION			HORSES	
AMADEUS	F. MURRAY ABRAHAM	2 DOGS		

## FASHION SHOWS

### ROBINSON'S DEPT. STORES

#### ANIMALS USED:

CATS, ( DOMESTIC AND EXOTIC)

#### SHOWS 34

DOGS ( 17 BREEDS INCLUDING WOLFS,  
CYOTES AND FOXES)

BIRDS ( PARROTS, DOVES, RAVENS AND  
BIRDS OF PREY HAWKS)

ADDITIONAL ANIMALS USED WERE HORSES CHIMPANZE, ORANGUTANS AND REPTILES

### THE BROADWAY:

#### ANIMALS USED:

DOGS AND PARROTS

#### NUMBER OF SHOWS :

4

### THE APPAREL MART

#### ANIMALS USED

REPTILES AND BIRDS

#### NUMBER OF SHOWS

10

### SASA FRAS COMPANY

#### ANIMALS USED

PARROTS

#### NUMBER OF SHOWS

13

### DYNASTY FASHION SHOWS

#### 2 SHOWS

#### ANIMAL USED

OVER 40 PARROTS

### J.C. PENNY CHRISTMAS SHOWS

#### ANIMALS USED

REINDEER, WOLFS, BEARS AND DOGS

#### 3 SHOWS

### LA CAJANA' FASHIONS

#### ANIMALS USED

REPTILES, CHIMPANZES

#### 11 SHOWS

CAMEL'S AND SPIDER MONKEYS

## HOLLYWOOD ANIMAL TRAINER CHRIS KELLER WANTS YOUR PET TO BE A STAR!



### ENTER YOUR DOG OR CAT IN THE COMPETITION

Hollywood animal trainer Chris Keller will judge your pet at a talent search competition and train the winning dog and cat. No experience required. Training is free.

Your licensed dog and cat will star in Multnomah County's upcoming TV commercials, appear on posters, visit schools and libraries, and show off in parades and festivals.

**WEDNESDAY, NOVEMBER 2, 1988 — 7 p.m.**

**MAIN EXHIBIT HALL AT THE EXPO CENTER (County Fairgrounds)**

For More Information Call 667-PETS

**To be eligible:** Dogs must be at least 6 months old. Cats must be at least 9 months old. Pets must wear a current Multnomah County pet license. Dogs must be on a leash. Cats must be on a leash or in a humane carrier. Pet owners younger than 18 years old must be accompanied by an adult.

**BRING THIS AD WITH YOU AND  
GET A FREE GIFT FROM**



**MULTNOMAH  
COUNTY  
OREGON**

Clifford said he has agreed to judge and train animals for the agency's series.

NE 102ND & HALSEY

254-0060

# PUT YOUR PET IN THE BIG PICTURE!

## \* HOLLYWOOD \*



HOLLYWOOD ANIMAL TRAINER, CHRIS KELLER, WANTS TO TRAIN YOUR PET - FOR FREE. ENTER YOUR PET IN THE PET TALENT SEARCH COMPETITIONS AT THE EXPO CENTER. CHRIS KELLER WILL TRAIN THE WINNING CAT AND DOG TO BE STARS. AT NO COST TO YOU!

**WHEN:**

NOVEMBER 2, 1988 (WEDNESDAY)

**TIME:**

7:00 P.M.

**WHERE:**

MAIN EXHIBIT HALL  
MULTNOMAH COUNTY EXPO CENTER  
(FAIRGROUNDS)

**ELIGIBILITY:**

ALL DOGS AND CATS LICENSED BY MULTNOMAH COUNTY. DOGS AT LEAST 6 MONTHS OLD & CATS AT LEAST 9 MONTHS OLD. DOGS MUST BE ON LEASH & CATS MUST BE ON LEASH OR IN HUMANE CARRIER. YOUTHS MAY SHOW PETS THOUGH ADULT MUST BE PRESENT.



**THE  
IAMS<sup>®</sup>  
COMPANY**



AFTER CHRIS KELLER HAS TRAINED THE WINNING DOG AND CAT, THEY WILL STAR IN MULTNOMAH COUNTY TV COMMERCIALS, POSTERS, PARADES, SCHOOLS, LIBRARIES AND COMMUNITY FESTIVALS.

**FREE GIFTS & PRIZES FOR EVERY CONTESTANT!**

*The Oregonian*

# Pets have chance to achieve stardom

TROUTDALE — Ever wonder if your cat or dog could make it in Hollywood?

Pet owners in Multnomah County will have a chance to find out Nov. 2 during a pet talent search being sponsored by Multnomah County Animal Control.

The talent search, to be held at 7 p.m. at the Exposition Center in Portland, is open to any dog or cat wearing a Multnomah County license, said Phil Clifford, community information director for the animal control division.

Dogs must be at least 6 months old to participate and cats must be 9 months of age, Clifford added.

The winner will receive free training by a Hollywood animal trainer and will star in the Animal Control's series of television commercials, posters and ads promoting its upcoming Pet License Sweepstakes. The animals also will make public appearances on behalf of the agency.

"We want to make licensing appealing and fun and to give people the opportunity for their pets to become stars," Clifford said. As it stands, only about 3 percent of the animals that arrive at Animal Control are wearing licenses, he added, making it more

difficult to return pets to their proper homes.

Entrants need not pre-register for the star search but should arrive at the Expo center with their pet ready to perform and on a leash or in a humane carrying apparatus. There is no entrance fee for the contest and all entrants will receive free prizes.

As part of a promotion to encourage pet licensing, the division also is holding the drawing for its first ever Pet License Sweepstakes on April 4, Clifford said. Any pet owner with a valid Multnomah County license is eligible for the sweepstakes.

The owner of the pet with the license number drawn will win round-trip airfare to the exotic vacation spot of his or her choice, Clifford added.

Those ports of call may include Bombay, Bali, Rio de Janeiro, Brazil, the Nile river and Africa's Serengeti plain, Clifford said.

In addition, once a week for four weeks prior to the grand prize drawing, a license will be drawn with the owner of that pet to receive a year's supply of Iam's pet food, Clifford said.

*Quakam Outlook 10/29/88*



# Put Your Pet in The Big Picture!



Hollywood animal trainer, Chris Keller, wants to train your pet — for FREE.

Enter your pet in the **Pet Talent Search Competitions** at the Expo Center. Chris Keller will train the winning cat and dog to be stars. At no cost to you!

**WHEN:** November 2, 1988 (Wednesday)

**TIME:** 7:00 P.M.

**WHERE:** Main Exhibit Hall  
Multnomah County Expo Center  
(Fairgrounds)

**ELIGIBILITY:** All dogs and cats licensed by Multnomah County. Dogs at least 6 months old & cats at least 9 months old. Dogs must be on leash & cats must be on leash or in humane carrier. Youths may show pets though adults must be present.

CO-SPONSORED BY: **THE  
IAMS<sup>®</sup>  
COMPANY**



After Chris Keller has trained the winning dog and cat, they will star in Multnomah County TV commercials, posters, parades, schools, libraries and community festivals.

## Free Gifts & Prizes for Every Contestant!

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

(For Clerk's Use)  
Meeting Date 11/8/88 pm  
Agenda No. #3

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Briefing - State Funding Formula For Community Services Block Grant (CSBG)

Informal Only\* November 8, 1988  
(Date)

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

DEPARTMENT Human Services DIVISION Director's Office

CONTACT Bill Thomas TELEPHONE x 3782

\*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Duane Zussy/Bill Thomas  
Lou Savage/ Michael Jans (MCA)

BRIEF SUMMARY Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.  
Briefing on the State formula for distributing Community Services Block Grant funds, which fund a variety of emergency basic needs and community action services through 12 non-profit agencies. Multnomah County receives \$585,000 in CSBG funds for FY 88-89. A two percent cut is anticipated in FY 89-90 funds. If the State continues its current formula of maintaining a \$100,000 floor for smaller CAP's rather than passing the two percent on to all its subgrantees, there will be a disproportionately large cut in funds to this County. The Metropolitan Community Action Board, as the Community Action Administering Board for the Board of County Commissioners, has requested that the BCC advocate for a "fair share" across the board reduction in CSBG funds to all CAP's.  
(IF ADDITIONAL SPACE IS NEEDED, PLEASE USE REVERSE SIDE)

ACTION REQUESTED:

☐ INFORMATION ONLY ☒ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☐ RATIFICATION

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 20 minutes

IMPACT:

☐ PERSONNEL

☐ FISCAL/BUDGETARY

☐ General Fund

Other \_\_\_\_\_

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: Duane Zussy (pc)

BUDGET/PERSONNEL \_\_\_\_\_ / \_\_\_\_\_

COUNTY COUNSEL (Ordinances, Resolution, Agreements, Contracts) \_\_\_\_\_

OTHER \_\_\_\_\_  
(Purchasing, Facilities Management, etc.)

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

1581F

BOARD OF  
COUNTY COMMISSIONERS  
1988 NOV - 1 AM 4:28  
MULTNOMAH COUNTY  
OREGON

**METROPOLITAN COMMUNITY ACTION**  
**RECOMMENDATION TO MULTNOMAH COUNTY BOARD OF COMMISSIONERS**

**Date of Board Action: October 12, 1988**

**ISSUE: CSBG Reduction and Formula**

**BACKGROUND:**

What is CSBG? The Community Services Block Grant (CSBG) provides critical funding for 12 MCA delegate agencies. It is the most flexible of all federal antipoverty grant programs, and is generally considered the core of community action activities. State Community Services estimates that CSBG leverages other resources in Oregon at a ratio of 1:12. MCA administers approximately \$585,000 in CSBG. CSBG is projected to be reduced by approximately two percent for federal fiscal year 1988-89.

State Funding Formula. Metropolitan Community Action has long argued that the current state funding formula grossly underfunds Multnomah County by providing a \$100,000 floor to numerous small rural CAPs. Cumulatively, this floor is well above the normal per capita funding and is subsidized through a reduction in funding to larger CAPs, most notably Multnomah County. It is worth noting that if the floor component of the funding formula were equitably applied in Multnomah County -- which has seven designated direct service regions -- funding would start at \$700,000 plus normal per capita funding (not to mention special needs populations heavily concentrated in the metropolitan area).

**EXISTING POLICY AND PAST PRACTICE:**

Metropolitan Community Action has long advocated against this funding formula through numerous actions, including meetings with MCA Board leadership and the highest levels of the Department of Human Resources (e.g., December 1987).

**DISCUSSION:** The anticipated federal reduction forces the discussion of the funding formula once again. The absence of an acknowledged justification for the "rural floor" strongly suggests a statewide absorption of the federal reduction. To do otherwise would result in a double penalty for Multnomah County, once for the federal reduction and again to protect the rural CAPs from their fair share of the federal reduction.

**RECOMMENDATION:** The Board of Metropolitan Community Action urges the Board of County Commissioners -- as the CAA governing Board -- to advocate for a "fair share" across the board absorption of the CSBG reduction throughout the state.



# 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  
CAROLINE MILLER • DISTRICT 3 COMMISSIONER  
POLLY CASTERLINE • DISTRICT 4 COMMISSIONER

## MEMORANDUM

TO: Gladys McCoy, Multnomah County Chair

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

FROM: Bill Thomas, Emergency Basic Needs Coordinator *Bill Thomas*

DATE: October 31, 1988

SUBJECT: State Funding Formula For Community Services Block Grant (CSBG)

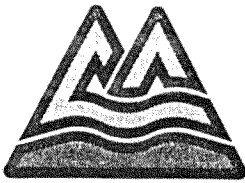
**RECOMMENDATION:** The Director's Office recommends that the Board of County Commissioners support the request of Metropolitan Community Action, as the BCC's Community Action Agency Administering Board, that the BCC adopt a resolution advocating for a "fair share" distribution of anticipated CSBG cuts in FY 89-90 to all community action agencies across the state.

**ANALYSIS:** Community Services Block Grant funds pay for a variety of emergency basic needs and community action services, which are provided by 12 non-profit agencies. Multnomah County, through this Department and Metropolitan Community Action, administers approximately \$585,000 in FY 88-89 CSBG funds.

The Congress has reduced CSBG funds by approximately two percent in FY 89-90. In recent years, the State has employed a funding formula for CSBG funds involving a \$100,000 floor for some dozen small rural community action agencies. Cuts to the State's grant have therefore not been passed on to agencies with such a floor. As a result, the impact of such cuts has been magnified for larger jurisdictions, which have absorbed a disproportionately greater percentage of cuts than the cut to the State grant.

If the State were to employ the same formula for FY 89-90, Multnomah County would absorb a much larger cut than if the two percent cut were passed on to all community action agencies across the board. The Director's Office supports the recommendation of Metropolitan Community Action that the BCC advocate for such a fair share distribution of cuts.

**BACKGROUND:** The Community Action Agency of Portland long argued that the current State funding formula underfunds Multnomah County by providing a \$100,000 floor under smaller agencies. In keeping with this position, the MCA Board passed a resolution on October 12, 1988, requesting that the BCC - as the community action agency governing board - advocate for a "fair share" absorption of CSBG reductions.



# MULTNOMAH COUNTY OREGON

*Agenda*

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  
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CAROLINE MILLER • DISTRICT 3 COMMISSIONER  
POLLY CASTERLINE • DISTRICT 4 COMMISSIONER

## MEMORANDUM

TO: Duane Zussy  
FROM: Bill Thomas *Bill*  
DATE: November 8, 1988  
SUBJECT: Issues Related to LIEAP and CSBG Contracts

I spoke to Gustavo Wilson of State Community Services this morning. Here is the latest information about the LIEAP (Low Income Energy Assistance Program) contract and the CSBG (Community Services Block Grant) funding formula.

1. The only written information we have had about LIEAP, other than the contract that we received last Friday afternoon, is the attached letter from Irma Gonzales to the president of the Community Action Directors Association.
2. The most controversial issue in Irma's letter is the last paragraph (page 3) which states that if LIEAP program funds are returned unspent, a proportionate percentage of administrative dollars must be returned.
3. There is no corresponding clause in the contract.
4. Gustavo is not clear of the status of that language. He acknowledges that it cannot be enforced if it is not in the contract, and will raise the questions with Irma this afternoon of whether it is intended as a policy and if so how it would be enforced e.g. contract amendment.
5. The contract amount is \$213,199, down from \$262,936 last year. That is an 18.9% cut. (The federal cut to LIEAP was only 9%.) There will be \$3,008,251 in program dollars (paid directly to utilities/clients by AFS), so administration represents 7.09% of program dollars. (The feds allocate 10%; the balance is taken by the State for computer costs etc.)
6. Gustavo says that there are no other regulations about LIEAP that have been sent out by SCS.
7. Gustavo says he is expecting a position from CADO on the LIEAP funding issue, and has requested comments from CADO on the CSBG formula/\$100,000 floor issue.
8. Gustavo is presenting alternatives to Irma this afternoon on the CSBG floor, including passing the cut on to all subgrantees proportionately (a cut he now says is 3.6% once the State has taken its share - the federal cut was 2+%), lowering the floor to \$90,000, or leaving the floor intact.



## *Department of Human Resources*

### OFFICE OF THE DIRECTOR

#### State Community Services

207 PUBLIC SERVICE BUILDING, SALEM, OREGON 97310 PHONE (503) 378-4729

October 7, 1988

Jerralynn Ness, President  
Community Action Directors Organization  
% Washington County Community  
Action Organization  
245 S. E. Second  
Hillsboro, OR 97123

Re: LIEAP TASK FORCE RECOMMENDATIONS

Dear Jerralynn:

State Community Services has reviewed CADO's recommendations to SCS on the LIEAP Task Force Report. The following responses correspond to each recommendation. You will find a summation on the last page.

- ①. The 10% transfer of LIEAP funds to CSBG is being considered by the Department of Human Resources. The recommendation carries both the support of Freddy Webb Petett and State Community Services.
2. As recommended, the LIEAP transfer to weatherization will be raised to 15% for FY 88-89.
3. The suggested payment matrix does not appear to be in compliance with federal regulations. State Community Services will use the payment matrix in place for 1989. However, we are willing to start discussions on a revision of the matrix for 1990.
4. The Field Representative (Monitoring) Unit will be planning the FY 88-89 calendar year activities as they relate to T&TA. In October, 1988 LIEAP Coordinators who are new to the program and identified by their directors as being in need of training, will be scheduled for training. Field Representatives will provide training in either cluster or one-on-one sessions.

The final LIEAP Plan will be released in October, 1988.

5. Press releases will be done in order to let the public know where the State is with LIEAP funding, at the beginning and as the program continues. Each subgrantee will receive a copy of the press releases five days prior to their release.

Examples of the Food Stamp letter and press releases will be included with the LIEAP State Plan. Examples can also be sent to the subgrantees under separate cover if knowledge of their content is the desired outcome.

6. State Community Services will adopt the recommended allocation formula (5% elderly; 95% poverty) for distributing FY 88-89 Low-Income Energy Assistance program funds. State Community Services has determined that a floor for FY 88-89 program funds was not necessary.

*4W 9.7 ant  
programs could  
be made by 9/88*

- ⑦. State Community Services will distribute FY 88-89 administrative funds based on a percentage of agency program allocations. State Community Services has also determined that the establishment of a minimum floor for FY 88-89 administrative funds was necessary. Otherwise, the smaller subgrantee allocations would be too small for them to operate the LIEAP.

*7.3%*

8. State Community Services has begun the year-long process to "streamline" the LIEAP process and forms. We expect to have a complete package of changes to deliver to Adult and Family Services in February, 1989 for FY 1990. Input from the subgrantees will be solicited.
- 9a. The legislative intent for Stripper Well Funds is that they be used for weatherization, not to supplant federal reductions to the LIEAP. Therefore, SCS has no alternative but to use Stripper Well according to legislative intent.

- 9b. SCS has agreed that intake and outreach may begin December 1, 1988. However, no payments will be made until January 3, 1989. The use of CSBG monies for crisis intervention where wood is used, is approved with the agency as vendor in cases where the vendor is not identified. LIEAP funds could then be used as a reimbursement of CSBG funds.

*No new funds*

10. Automatic payments by Adult and Family Services for categorically eligible groups will not be made in 1989.
11. The LIEAP Task Force, in its original form and intent, will not be continued. The Department of Human Resources Advisory Council on Energy, formerly known as OCLIW, is being appointed as the Department of Human Resources (DHR) advisory body on energy-related issues. This body, expanded to include representation of all provider categories, will be able to offer opinions and information on statewide options for heating assistance; oil overcharge funds; and, a statewide fuel fund.

Gonzales/Ness

10/7/88

Page 3.

State Community Services understands that CADO members, in conjunction with fuel vendors, were exploring the possibility of administrative fees from the vendors. We encourage you to continue this activity.

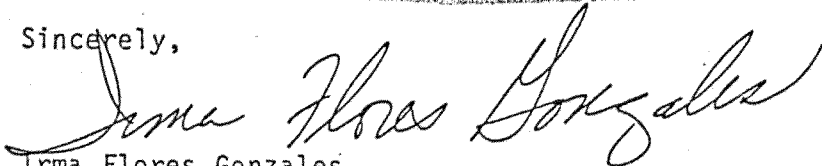
At this time there is a need for a point of clarification regarding the role of the DHR Advisory Council on Energy. The role of this Council in no way dilutes or changes the role of CADO as the primary advisory body to State Community Services.

Summation: With the work of the LIEAP Task Force initially reviewed and approved by CADO, followed by extensive SCS Executive Staff workshops where each recommendation was individually reviewed and discussed, SCS feels comfortable with the resulting recommendations which will be implemented for FY 88-89.

One important point to remember is the fact that administrative allocations are based on a percentage of program funds. THEREFORE, IF PROGRAM DOLLARS ARE RETURNED UNSPENT, A PROPORTIONATE PERCENTAGE OF ADMINISTRATIVE DOLLARS WILL ALSO BE RETURNED.

*Schuster*

Sincerely,



Irma Flores Gonzales  
Manager

cc: Freddye Webb Petett

IFG:w



## FINAL LIEAP TASK FORCE RECOMMENDATIONS

1. That the 10% transfer of LIEAP funds to DHR be replaced with a 10% transfer of LIEAP funds to CSBG with consideration give to non CAP areas.
2. That the LIEAP transfer to weatherization be raised to 15% for 1989.
3. That for 1988-89 the proposed payment matrix will be:

Eastside	\$270
Westside	205
Subsidized	75

That a study be undertaken to establish actual heating costs in all parts of the state. That SCS provide funds for CADO to contract for independent study.

4. That DHR develop an integrated comprehensive low-income energy assistance planning process that includes input from all key participants. The following time table is also recommended:

1st Planning Conference	April
LIEAP 1st Day	
All Key Participants 2nd Day	
State Plans Available	July
2nd Planning Conference	August
(30 days before public hearing)	
Public Hearing (Early)	September

5. That for public information in 1989:

- There will be a changed Food Stamp letter to include eligibility data and eligibility expiration date. That the letter not contain any agency contact information.
- That there should be a press release each month from Fall through the end of the program.
- That press releases from SCS go out to LIEAP administering agencies 5 working days prior to release to the public.
- That in future years this information be included in the draft state plan.

That SCS adopt a formula for distributing 1988-89 LIEAP funds that is sed on:

95% poverty households
5% poverty senior (60+) households

Households are based on the best available statistical data.

If needed SCS should establish a floor to insure that smaller agencies have enough programatic and administrative funds to operate a program.

7. That LIEAP administrative funds be allocated on the following formula:

<u>Agency Program Allocation</u>	x	<u>Total SCS Admin. Available to Agencies</u>
Client Payment		Program Allocation
	Sum of	----- for each agency =
		Client Payment

The sum of the multiplication shown above is the agency administrative allocation.

8. That SCS streamline the application process and forms used.

9. That in those communities that desire, SCS should start the 1988 LIEAP season on the first of November; further the LIEAP task force should develop a budget for the "split program" for fiscal year 1989-90 and Stripper Well funds should be made available the first two months along with carry over dollars and other available overcharge funds. Rollover funds are to be used for emergency and 1st time regular payments in November and December, 1988. Or, that the 1988-89 program start in November or December, 1988.

10. Because of questions of equal access to the LIEAP program for all low-income persons and because of audit problems caused by duplicate payments that DHR not make any automatic payment for categorically eligible groups.

11. Recognizing that the LIEAP task force was originally established to cope with the LIEAP administrative issue in the short term, it is recommended that the task force be restructured in order to deal with broader issues and to better reflect the rest of the state.

That in order to accomplish these goals the LIEAP Task Force expand it's membership to include major fuel vendors for the purpose of developing options for financing LIEAP administrative costs. This group would include:

PGE - Dorothy Rothrock

PPL - John Surret

Oregon Oil Dealers Association - Jeff Grant

League of Publicly Owned Electric Utilities - Tom O'Conner

NW Natural Gas - Phil Griffith

Cascade Natural Gas

Idaho Power

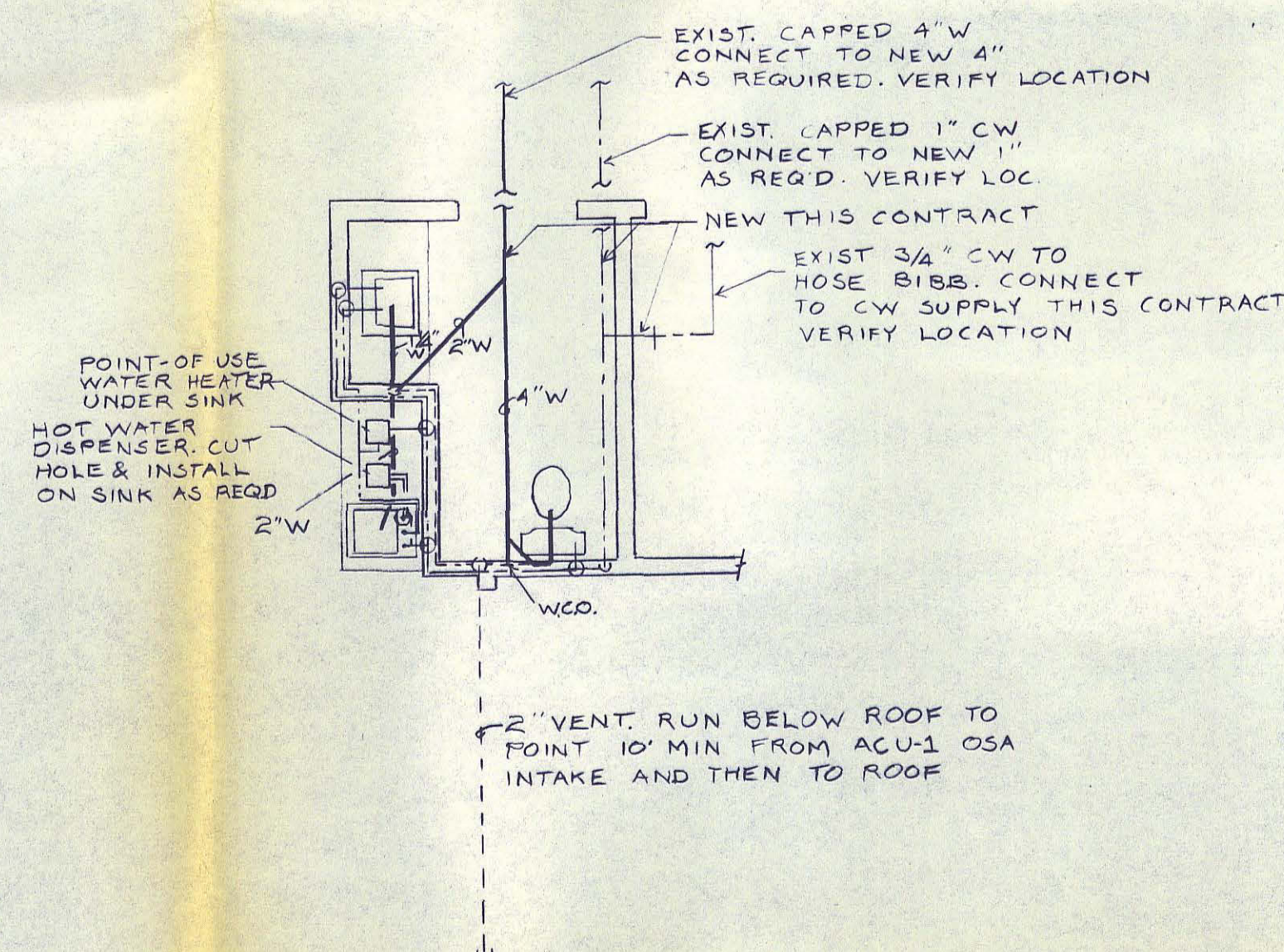
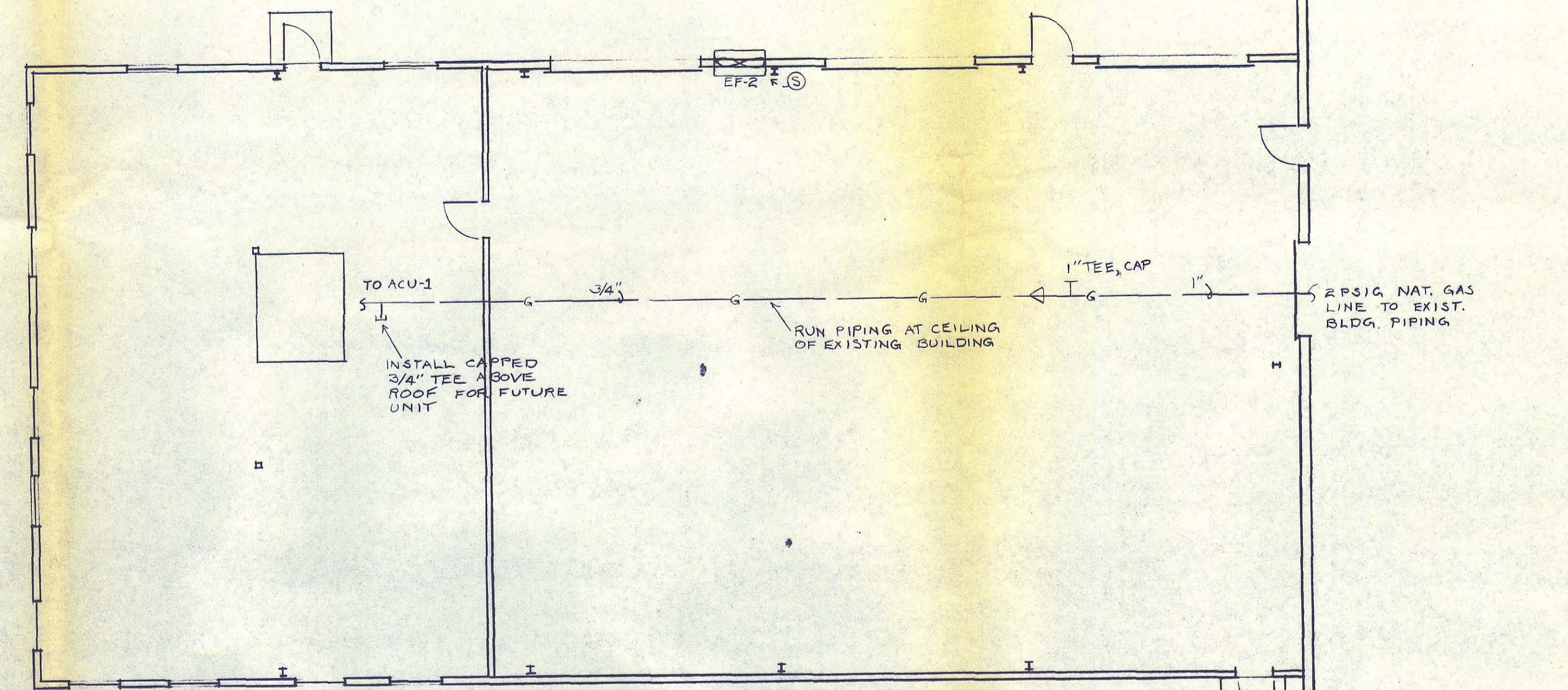
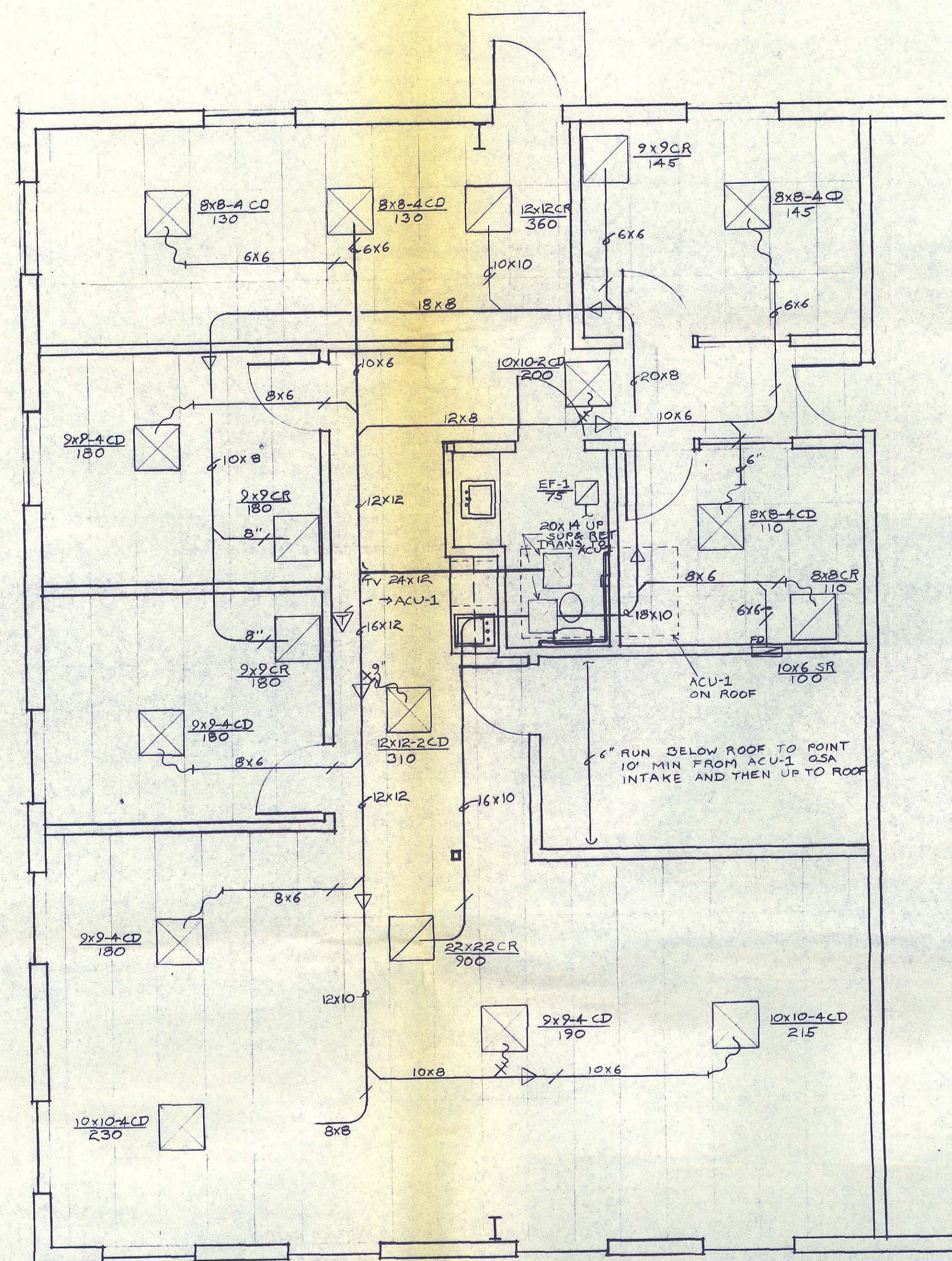
his group will explore administrative fees for fuel vendors, oil overcharge funds and all other short and long term financing options for heating assistance, including a statewide fuel fund.

ea-ptf/coms-rv





















LEGEND

- 
 SQUARE DIFFUSER  

 SQUARE GRILL  

 THERMOSTAT  

 DUCT TRANSITION  

 BALANCING DAMPER  

 FLEX DUCT  
10 x 10 - 4 CD  
200  
 FD  
 WCO  
NECK-DIR. OF THROW-TYPE  
CFM  
 FIRE DAMPER  
 WALL CLEANOUT  

 DUCT  

 NAT. GAS  

 CITY WATER  

 HOT WATER  

 SANITARY WASTE  

 VENT



W. Lane Brown

architect • planner  
510 N.W. Third  
Portland, Oregon 97209  
Phone 248-1088

OFFICE IMPROVEMENTS FOR:  
MULTNOMAH COUNTY BRIDGE MAINTENANCE SHOP  
1403 S.E. WATER  
PORTLAND, OREGON

sheet title

project no.

date 10-24-88

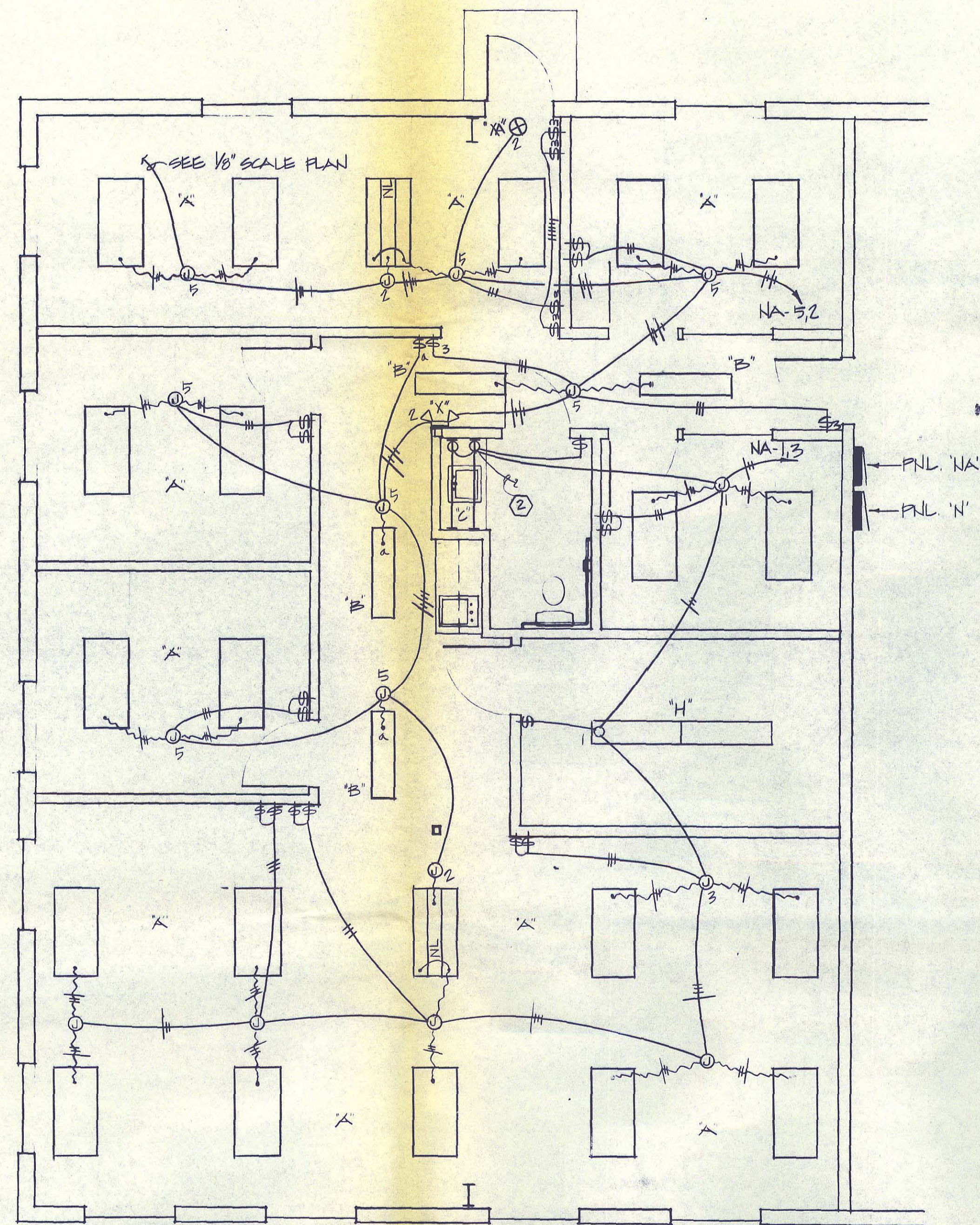
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of ONE

**Kaplan Engineering**  
6319 N. Commercial Ave.  
Portland, Oregon 97217  
(503) 283-1035

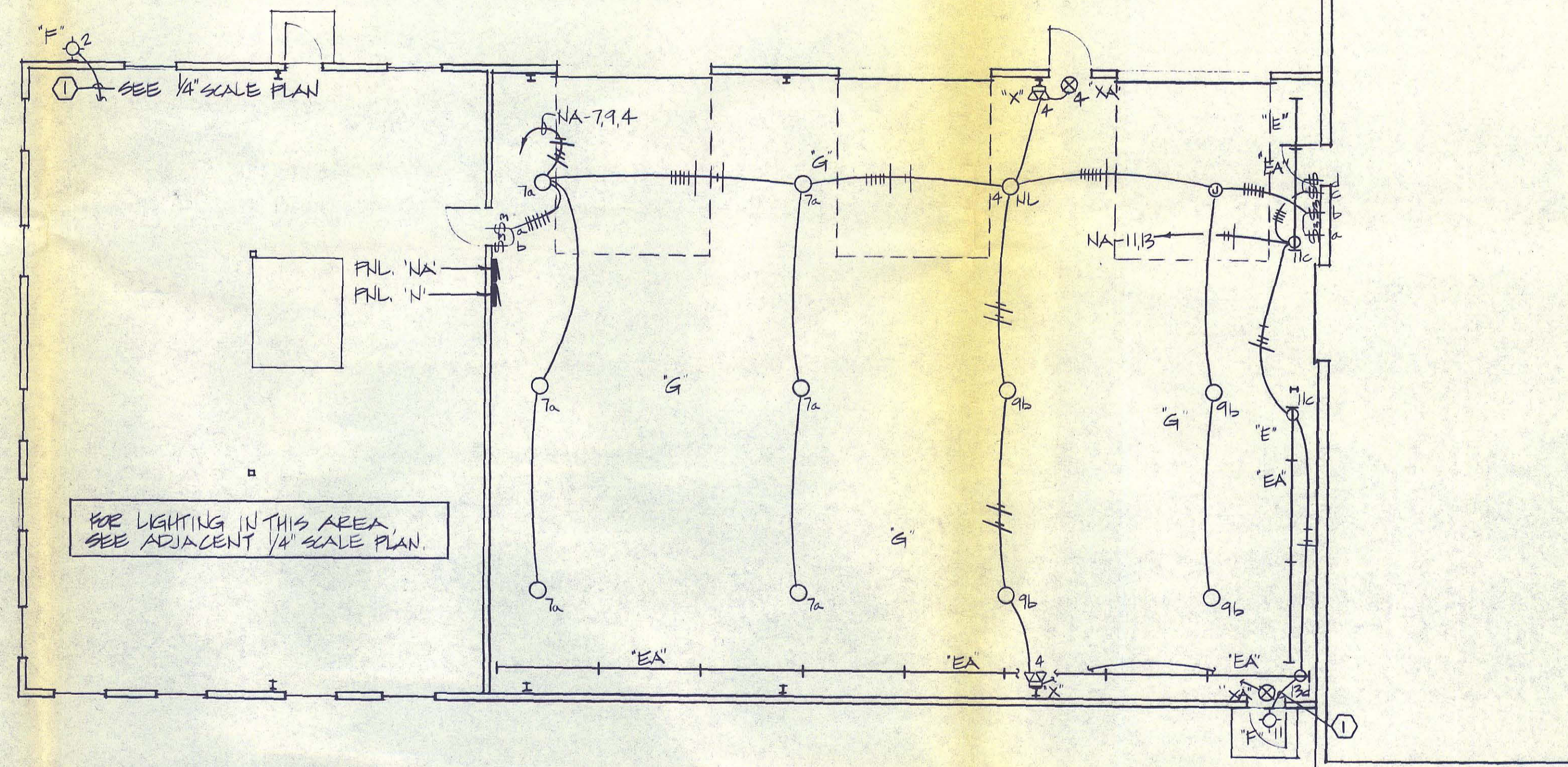




① OFFICE LIGHTING PLAN  
1/4" = 1'-0"

# NOTES THIS SHEET

- ① CONNECT TO UNSWITCHED CIRCUIT.
- ② SEE POWER PLAN, SHEET E-2.

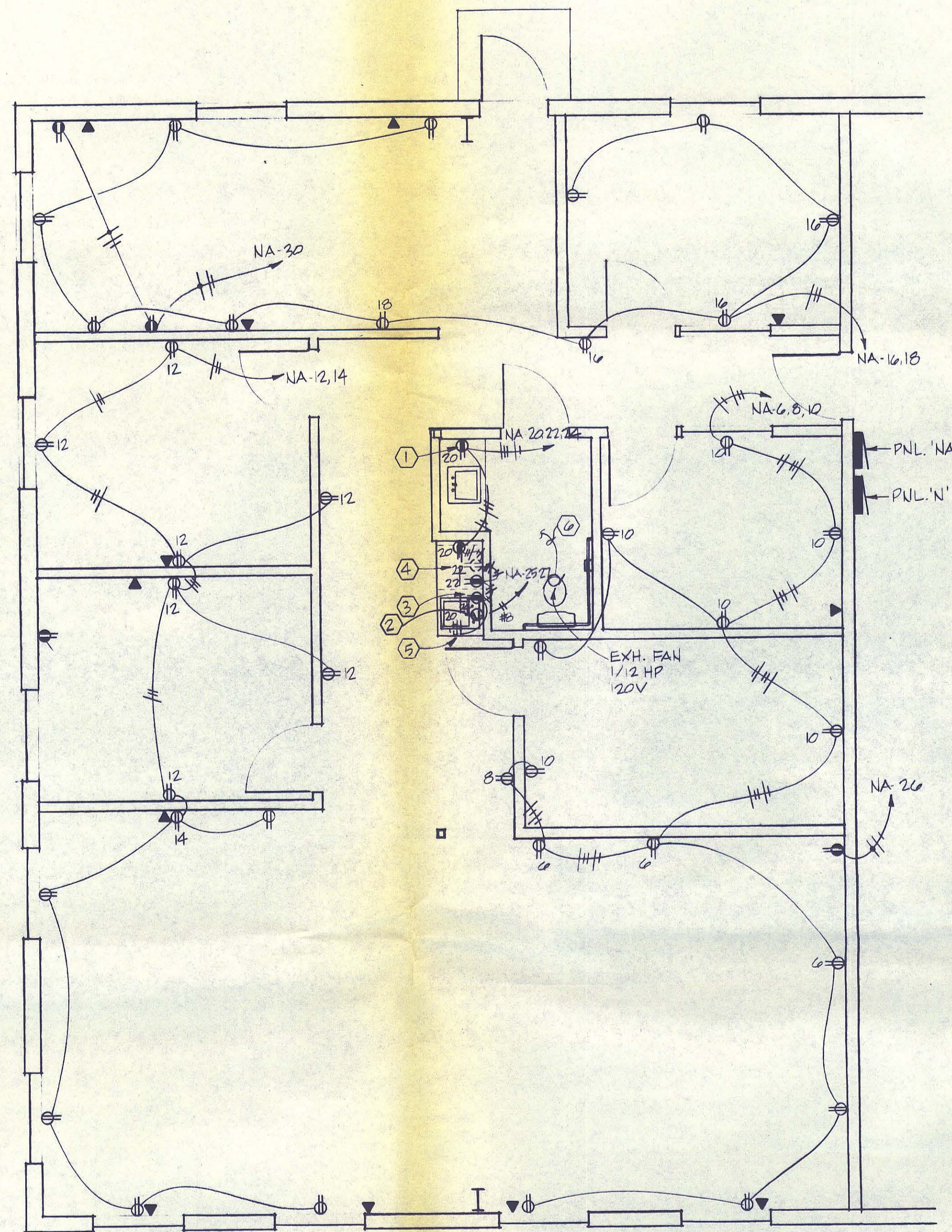


② OFFICE/SHOP LIGHTING PLAN  
1/8" = 1'-0"

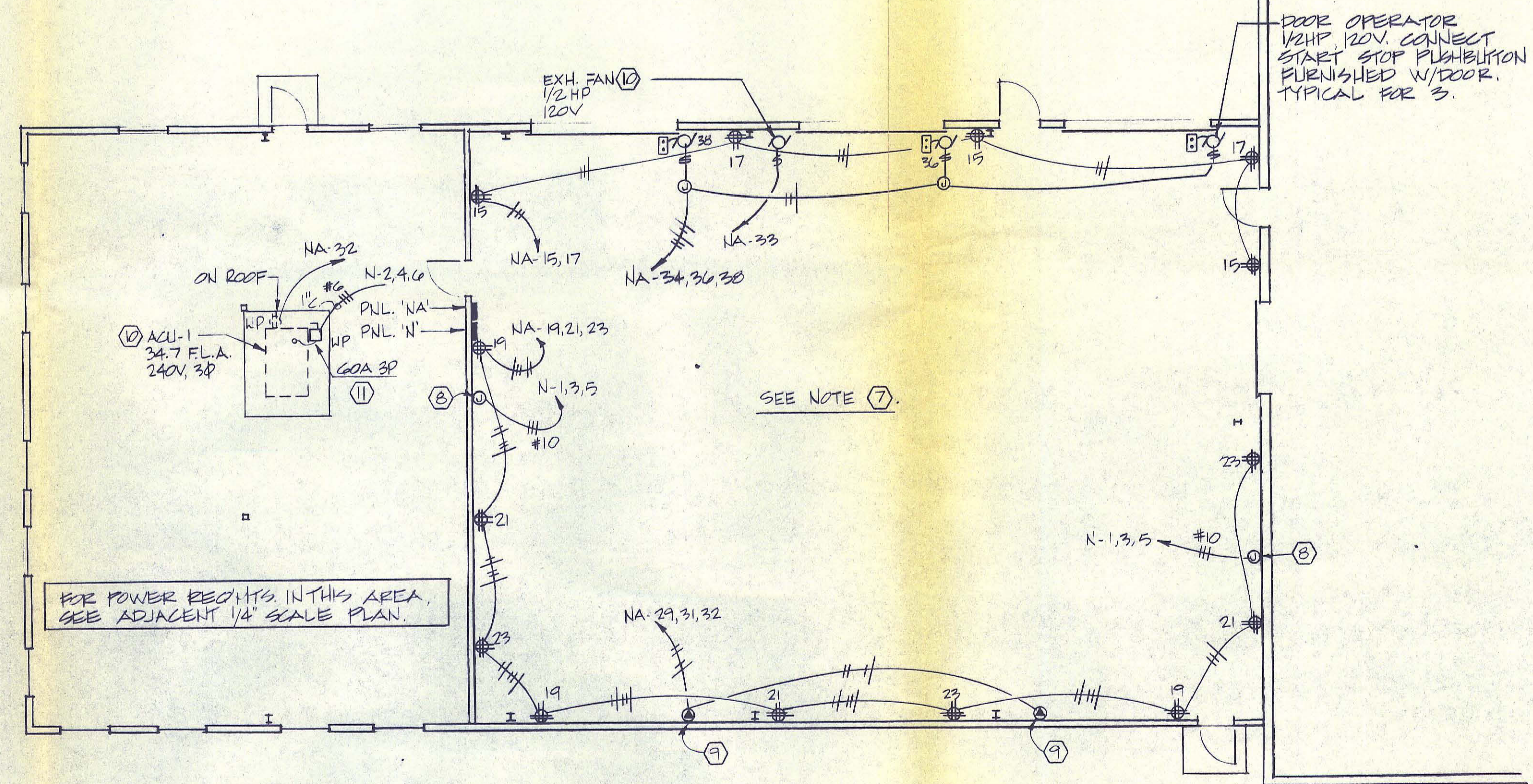
## FIXTURE SCHEDULE

- "A" 2'x 4' 3-LAMP RECESSED GRID MOUNTED FLUORESCENT WITH 1-1/2"x 1-1/2"x 1" SILVER PARABOLIC PLASTIC-CUBE LOUVER, PREMIUM GRADE MARK III "KOOL-KOIL" BALLASTS AND (3) F40T12W LAMPS. LITHONIA #2SPG-340-PC2S-120V-ES(MK. III).
- "B" DITTO TYPE "A" EXCEPT 1'x 4' 2-LAMP. LITHONIA #SP240G-PC2S-120V-ES(MK. III).
- "C" 4' 2-LAMP FLUORESCENT STRIP FIXTURE WITH PREMIUM GRADE MARK III "KOOL-KOIL" BALLAST AND (2) F40T12W LAMPS. LITHONIA #C240-120V-ES(MK. III). MOUNT IN ARCHITECTURAL ALCOVE OVER COUNTER.
- "D" NOT USED.
- "E" 4' 2-LAMP INDUSTRIAL FLUORESCENT FIXTURE WITH SOLID TOP REFLECTOR, PREMIUM GRADE ZERO DEGREE, BALLAST AND (2) F40T12W LAMPS. LITHONIA #AFST-240-120V-CW. MOUNT AT +10'-0" A.F.F. AT LOCATIONS SHOWN.
- "EA" DITTO TYPE "E" EXCEPT DOUBLE LENGTH TANDEM WIRED UNIT. LITHONIA #8TAFST-240-120V-CW-TILW.
- "F" WALL MOUNTED HIGH PRESSURE SODIUM FIXTURE WITH DIE-CAST ALUMINUM HOUSING, INJECTION MOLDED POLYCARBONATE DIFFUSER, DARK BRONZE FINISH, HIGH POWER FACTOR AUTOTRANSFORMER BALLAST, 150W HPS LAMP (G.E. LU150/55) AND INTEGRAL PHOTOCELL. SEALED AND GASKETED FOR WET LOCATIONS. HI-TEK #TWP-150S-120V-PE.
- "G" SURFACE MOUNTED HIGH PRESSURE SODIUM LOW-BAY FIXTURE WITH SPUN ALUMINUM ANODIZED REFLECTOR, HIGH POWER FACTOR BALLAST, ADJUSTABLE OPTICAL CHAMBER, OUTLET BOX SUITABLE FOR THRU-WIRING AND SAFETY CHAIN. (1) 150W HPS LAMP (G.E. LU150/55). HI-TEK #THS150S-120V-T0B-SCK. OPTICAL ASSEMBLY TO BE SET IN POSITION 3.
- "H" 8' TANDEM 2-LAMP SURFACE MOUNTED FLUORESCENT WRAPAROUND FIXTURE WITH ACRYLIC PRISMATIC LENS, CONCEALED HINGE/LATCH SYSTEM, WHITE END PLATES, PREMIUM GRADE MARK III "KOOL-KOIL" BALLAST AND (2) F40T12W LAMPS. LITHONIA #8TVC-240-A-120-ES(MK. III)-VCZWEL.
- "X" SURFACE MOUNTED TWIN HEAD INCANDESCENT EMERGENCY FIXTURE WITH MAINTENANCE FREE NICKEL CADMIUM BATTERIES, CHARGE LIGHT AND TEST BUTTON. (2) 12V 12W HALOGEN PAR36 FLOOD LAMPS. CAPABLE OF POWERING REMOTE EXIT FIXTURE TYPE "XA". LITHONIA ELU-4-N-120V.
- "XA" SURFACE MOUNTED REMOTE INCANDESCENT EXIT FIXTURE WITH DIE CAST ALUMINUM STENCIL FACE, BLACK HOUSING, AND RED LETTERS. 12V DC EMERGENCY LAMPS. LITHONIA "SIGNATURE" SERIES #ESIR.
- "XB" SURFACE MOUNTED TWIN HEAD SELF-CONTAINED INCANDESCENT EMERGENCY FIXTURE WITH MAINTENANCE FREE NICKEL CADMIUM BATTERIES, CHARGE LIGHT AND TEST BUTTON. (2) 6V 8W PAR36 FLOOD LAMPS. LITHONIA #ELU-2-N-120V.





1 OFFICE POWER PLAN  
1/4" = 1'-0"



2 OFFICE/SHOP POWER PLAN  
1/8" = 1'-0"



### NOTES THIS SHEET

- 1 PROVIDE FEED-THRU GROUND FAULT INTERRUPTER RECEPTACLE.
- 2 PROVIDE JUNCTION BOX UNDER COUNTER FOR IN-LINE WATER HEATER, 40 F.L.A., 240V, 1 PHASE. FLEX CONNECT TO HEATER AS REQUIRED. COORDINATE REQUIREMENTS WITH EQUIPMENT SUPPLIER.
- 3 PROVIDE DUPLEX RECEPTACLE ABOVE SHELF FOR MICROWAVE OVEN. VERIFY MOUNTING HEIGHT.
- 4 PROVIDE DUPLEX RECEPTACLE BELOW COUNTER FOR REFRIGERATOR.
- 5 PROVIDE DUPLEX RECEPTACLE BELOW COUNTER FOR INSTANT WATER HEATER, 750W, 120V.
- 6 SEE LIGHTING PLAN, SHEET E-1.
- 7 ALL OUTLETS AND JUNCTION BOXES TO BE MOUNTED AT +60" UNLESS OTHERWISE NOTED.
- 8 CONNECTION POINT FOR YATES SAW, 5HP, 240V, 3 PHASE. CONNECT TO EQUIPMENT AS REQUIRED. VERIFY LOCATION WITH OWNER.
- 9 PROVIDE HUBBELL #5292 COMBINATION PARALLEL BLADE/TANDEM BLADE DUPLEX RECEPTACLE, 15A, 120/240V. COLOR TO BE VERIFIED.
- 10 COORDINATE ELECTRICAL REQUIREMENTS WITH ACTUAL EQUIPMENT SUPPLIED.
- 11 PROVIDE FUSES SIZED PER EQUIPMENT MANUFACTURER'S REQUIREMENTS.

DOOR OPERATOR  
1/2HP, 120V. CONNECT  
START STOP FLUKE/STATION  
FURNISHED W/DOOR.  
TYPICAL FOR 3.



W. Lane Brown

architect - planner  
510 N.W. Third  
Portland, Oregon 97209  
Phone 248-1088

OFFICE IMPROVEMENTS FOR:  
MULTNOMAH COUNTY BRIDGE MAINTENANCE SHOP  
1403 S.E. WATER  
PORTLAND, OREGON

sheet title  
POWER PLANS

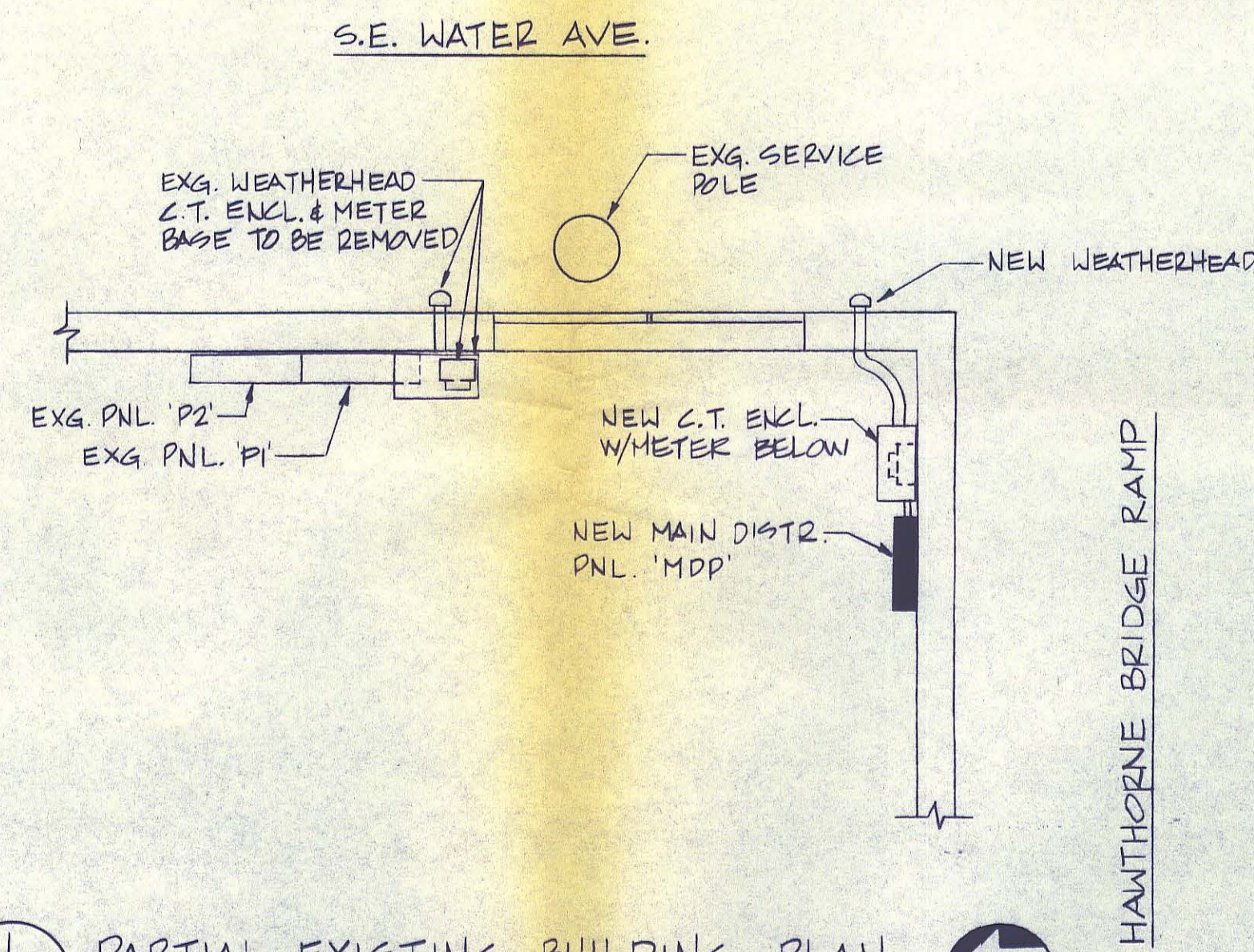
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date  
10-24-88  
revised

sheet no.  
**E-2**  
of THREE

**GMA** CONSULTING ENGINEERS  
GALAT, MITCHELL & ASSOCIATES  
510 S.W. FOURTH AVENUE  
PORTLAND, OREGON 97204  
TELEPHONE (503) 222-1555  
FAX NO. 222-1555  
1221





1 PARTIAL EXISTING BUILDING PLAN  
N.T.S.

PANEL 'N'			LOCATION	SHOP	TYPE	PNLB2D		
125 AMP 240			VOLT 3		PHASE 3 WIRE			
CIR NO	BKR		FDR AWG	DESCRIPTION	LOAD			
	A.	P.			A	B	C	
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