

# 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 14 - 18, 1988

Tuesday, November 15, 1988 - 9:30 AM

Multnomah County Courthouse, Room 602

Formal Agenda

REGULAR AGENDA

DEPARTMENT OF HUMAN SERVICES

- R-1 Proclamation in the matter of Declaring November 20 - 26,  
1988 Family Caregivers Recognition Week

DEPARTMENT OF JUSTICE SERVICES

- R-2 Liquor License applications submitted by Sheriff's Office  
with recommendation that same be approved as follows:  
RENEWALS: Package Stores - Division Thriftway, 16140 SE  
Division; 3-D Market, 1739 SE 139th; Albertsons Food Center  
#502, 1350 NE 122nd; M & S Market, 15400 SE Powell;  
Donaldson Marina, 3501 NE Marine Drive; Plainview Grocery,  
11800 NW Cornelius Pass Road; Fred Meyer, 700 SE 122nd;  
Fred Meyer, 14700 SE Division; Quick Shop Minit Mart #11,  
13076 SE Stark; Shop-Rite Market, 16100 SE Stark; Orient  
Country Store, 29822 SE Orient Dr., Gresham; CFM  
Franchising Company #12, 16437 SE Powell
- R-3 In the matter of ratification of an Intergovernmental  
Agreement with US Department of Energy, Bonneville Power  
Administration, for lease of Biddle Butte property  
Microwave Radio Station Site for Multnomah County Sheriff's  
Office to install, operate, maintain and remove radio  
equipment

Informal Briefings

1. Informal Review of Bids and Requests for Proposals:
  - a) Separate Prescription Drug Plan
  - b) Architech/Engineer for Boat Launch Facility
  - c) Courthouse Doors
  - d) Expo West Link Building
  - e) Upgrade of Xerox 9700 Laser Printer/Controller to Model 9790 Controller
2. Briefing on current status of childrens mental health services within Multnomah County, and requesting discussion on policy direction from the Board for future service priorities, including the pending request for funding proposals from the Robert Wood Johnson Foundation targeted at mental health services for youth - Gary Smith and Dave Pump

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

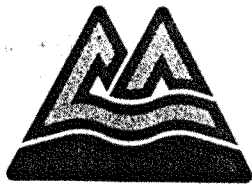
Thursday, 10:00 PM, Channel 11 for East and West side subscribers

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

0460C.38-39

NOTE: MEETING ON THURSDAY IS CANCELLED



# MULTNOMAH COUNTY OREGON

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

GLADYS McCOY  
COUNTY CHAIR

## MEMORANDUM

TO: Jane McGarvin, Clerk of the Board

FROM: Lillie M. Walker, Director, Purchasing Section

DATE: November 9, 1988

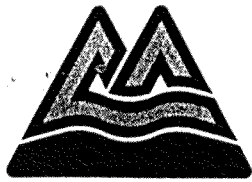
SUBJECT: FORMAL BIDS AND REQUESTS FOR PROPOSALS SCHEDULED FOR INFORMAL BOARD

The following Formal Bids and/or Professional Services Request for Proposals (RFPs) are being presented for Board review at the Informal Board on Tuesday, November 15, 1988.

Bid/RFP No.	Description/Buyer	Initiating Department
NOI# 8P0425	SEPARATE PRESCRIPTION DRUG PLAN	DGS/Health Benefit
	Buyer: Franna Ritz Ex. 5111	Contact: Merrie Ziady Phone: 3300
RFP# 8P0563	Architect/Engineer for Boat Launch Facility	DES/Parks
	Buyer: Franna Ritz Ex. 5111	Contact: Charles Ciecko Phone: 5050
B61-100-3215	COURTHOUSE DOORS	DES/FM
	Buyer: Frank Lopez Ex. 5111	Contact: Randy Shannon Phone: X3322

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.



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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 15, 1988.

Continued . . .

Bid/RFP No.	Description/Buyer	Initiating Department
B61-100-3214	EXPO WEST LINK BUILDING	DES/FM
	Buyer: Frank Lopez Ex. 5111	Contact: Randy Shannon Phone: X3322
NOI# 8S0435	Upgrade of Xerox 9700 Laser Printer Controller to Model 9790 Controller	DGS/ISD
	Buyer: Roger Bruno Ex. 5111	Contact: Doug Fischer Phone: 3749
	Buyer: Ex. 5111	Contact: Phone:
	Buyer: Ex. 5111	Contact: Phone:
	Buyer: Ex. 5111	Contact: Phone:

TO:

DAILY JOURNAL OF COMMERCE

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

MULTNOMAH COUNTY

NOTICE OF INTENT

NOI #8P0425

Multnomah County is gathering information on available options for a separate prescription drug plan to serve the needs of approximately 1,250 employees. An RFP (Request for Proposal) process is planned for early 1989 with plan effective date July 1, 1989.

Those interested are directed to submit a letter of interest which briefly and generally outlines the type of plan they would propose to:

Multnomah County Purchasing  
2505 SE 11th Avenue  
Portland, OR 97202

**not later than 2 p.m., November 29, 1988.**

The type of plan under consideration is the "card system," offered by insurance companies and/or specialty administrative organizations. Criteria for the plan include:

1. Prescription (legend drugs), and certain specified nonlegend items such as insulin may be covered.
2. Provides ID card for employees to present to pharmacy.
3. Requires an individual deductible or co-payment.
4. Provides broad network of pharmacies to offer easy access for employees.
5. Establishes set fee or rate to employer in advance.

PUBLISH: November 17, 1988

Lillie M. Walker, Director  
Purchasing Section

3992F/MZ/kd

TO: The Portland Business Today/DJC

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

**MULTNOMAH COUNTY**

**EXPO WEST LINK BUILDING**

Bids Due December 8, 1988 at 2:00 P.M.  
Bid No. B61-100-3214

Sealed bids will be received by the Director of Purchasing, Multnomah County Purchasing Section, 2505 S.E. 11th Ave., Portland, OR 97202 for:  
construction of metal link building between the arena and south hall.

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

**PREBID CONFERENCE: MANDATORY** - November 22, 1988, 10:00 am, 2060 N. Marine Drive, Expo Center, 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 CONSTRUCTION

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

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

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

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

**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 17, 1988

Publish Week of November 21, 1988

TO: The Portland Observer

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

**MULTNOMAH COUNTY**

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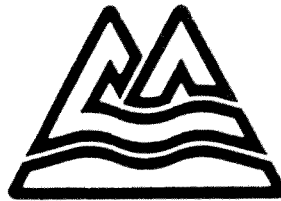
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LILLIE WALKER, DIRECTOR  
PURCHASING SECTION

Publish Week of November 21, 1988

PROJECT NUMBER EX 8803  
PROJECT EXPO WEST LINK BUILDING  
LOCATION 2060 N.MARINE DRIVE  
KIND OF WORK CONSTRUCTION  
SUBMITTED BY FACILITIES MANAGEMENT  
BID NUMBER B61-100-3214  
BID ADVERTISEMENT DATES NOVEMBER 17, 1988  
BID OPENING DATE DECEMBER 8, 1988

**BIDDING PAGES FOR CONSTRUCTION**



**MULTNOMAH  
COUNTY**

DEPARTMENT OF ENVIRONMENTAL SERVICES  
FACILITIES AND PROPERTY MANAGEMENT DIVISION  
2505 S.E. 11TH AVENUE  
PORTLAND, OREGON 97202  
(503) 248-3322

BIDDER'S NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
\_\_\_\_\_  
TELEPHONE NUMBER \_\_\_\_\_

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

## BIDDING PAGES FOR CONSTRUCTION

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

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

### Instructions to Bidders

- |  |  |
|--|--|
| Section 00100 Bid Form:                      | Complete form and sign where indicated.<br>See Section 00200, Article 4.   |
| Section 00130 Bid Bond:                      | Bid Bond shall be made payable to Multnomah County, in an amount of ten (10) percent of the Bidder's maximum Bid price and in the form of a certified check, cashier's check or a Bid Bond on form similar to Section 00130 Bid Bond issued by a Surety meeting the requirements of paragraph 5.1 of the General Conditions. |
| Section 00160 MBE/WBE<br>Utilization Form:   | This form will only be included if there is a requirement for MBE and/or WBE participation on this Bid. Fill out the form completely to be eligible for bidding. See Sections 00050 "Invitation to Bid" and 00800 "Supplementary Conditions" in the Project Manual.  |
| Section 00170 Bidder<br>Residency Statement: | This form must be completed and signed to be eligible for bidding.   |
| Return Envelope:                             | Submit these Bidding Pages in the sealed envelope before the deadline given in the Project Manual.   |

SECTION 00100      BID FORM

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

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

Date _____	Number _____
Date _____	Number _____
Date _____	Number _____
Date _____	Number _____

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

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

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

**BASIC BID:**

\_\_\_\_\_ \$ \_\_\_\_\_

**ALTERNATES:**

**TOTAL:**

\_\_\_\_\_ \$ \_\_\_\_\_

This Work must be completed within 120 calendar days from the time the Notice to

Proceed is given by the Owner.

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

Accompanying this proposal is \_\_\_\_\_  
("Bidder's Bond", "Cash", or "Certified Check")  
in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_),  
which amount is not less than ten (10) percent of the total amount of the bid.

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

\_\_\_\_\_  
Name

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

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

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

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

NAME	ADDRESS
_____	_____
_____	_____
_____	_____
_____	_____

Signature of Bidder: \_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

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

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

Address \_\_\_\_\_

## SECTION 00130

## BID BOND

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

\_\_\_\_\_ as principal and the corporation  
duly organized under the laws of the State of \_\_\_\_\_ having its  
principal place of business at \_\_\_\_\_ in the

State of \_\_\_\_\_, and authorized to do business in the State  
of Oregon, as surety, are held and firmly bound unto the County of Multnomah for  
payment as liquidated damages in the amount of ten (10) percent of the total  
amount of the bid of said principal for the work hereinafter described, for the  
payment of which, well and truly to be made, we bind ourselves, our heirs, exe-  
cutors, administrators and assigns and successors and assigns, firmly by the  
presents.

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

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

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

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

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

\_\_\_\_\_  
Principal

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

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

\_\_\_\_\_  
Surety

SECTION 00160 MINORITY/WOMEN BUSINESS ENTERPRISE UTILIZATION FORM (MBE/WBE)

1. Name of County Project EXPO WEST LINK BUILDING
2. Bid Number B61-100-3214
3. Name of Contractor \_\_\_\_\_
4. The above named Contractor intends to fulfill its commitment to expend 10% of its contract for Minority Business Enterprise and/or 2% of its contract for Women Business Enterprise in the following manner:

Check One:		Names and Addresses of MBE/WBE Firms Contractor Anticipates Utilizing	Nature of Participation	Dollar Value of Participation
MBE	WBE			
<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____
Total				_____
Amount of Total Contract				_____
Minority Enterprise % of Total Contract				_____
Women Enterprise % of Total Contract				_____

\_\_\_\_\_  
Authorized Signature

Date \_\_\_\_\_

This form to be completed, signed, and submitted at the time of the bid opening.  
(Please refer to Section 00800 of the Project Manual for Supplementary Conditions.)

## SECTION 00170

## BIDDER RESIDENCY STATEMENT

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

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

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

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

-----

1. CHECK ONE: Bidder is ☐ A resident bidder ☐ A nonresident bidder

2. If a resident bidder, enter your Oregon business address:

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

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

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

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

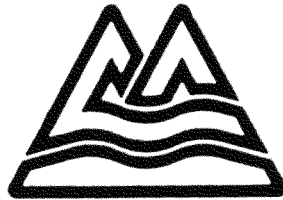
Name (Print or Type) \_\_\_\_\_

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

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

PROJECT NUMBER EX 8803  
PROJECT EXPO WEST LINK BUILDING  
LOCATION 2060 N. MARINE DRIVE  
KIND OF WORK CONSTRUCTION  
SUBMITTED BY FACILITIES MANAGEMENT  
BID NUMBER B61-100-3214  
BID ADVERTISEMENT DATES November 17, 1988  
BID OPENING DATE December 8, 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, OREGON 97202

(503) 248-3322

PROJECT NO. EX8803

## ARCHITECTS:

The Office of J Thomas Clark Architect  
133 SW Second Avenue, Suite 410  
Portland, Oregon 97204  
(503) 224-4848

## STRUCTURAL ENGINEERS:

Tim Covert, P.E.  
312 NW 10th Avenue, Suite 200  
Portland, Oregon 97209  
(503) 228-0426

## MECHANICAL ENGINEERS:

## ELECTRICAL ENGINEERS:

## PROJECT MANAGER:

Randall C. Shannon  
Multnomah County Facilities Management  
2505 S.E. 11th Avenue  
Portland, OR 97202  
(503) 248-3322

## PURCHASING DIRECTOR:

Lillie M. Walker  
Purchasing Section  
2505 S.E. 11th Avenue  
Portland, OR 97202



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00650	CONTRACT AWARD PROCEDURES (2 PAGES) WITHDRAWAL OF BIDS AFTER BID OPENING AWARD OF CONTRACT BID AND PERFORMANCE BONDS SIGNING OF AGREEMENT SPECIAL LEGAL REQUIREMENTS COMMENCING WORK
00700	CONTRACT AGREEMENT (3 PAGES) GUARANTEE AND MAINTENANCE OF CONSTRUCTION CONTRACT DOCUMENTS/PAYMENTS
00800	SUPPLEMENTARY CONDITIONS (2 PAGES) DEFINITIONS/BONDS AND INSURANCE CONTRACTOR'S RESPONSIBILITIES/OWNER'S RESPONSIBILITIES
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  - WORK SEQUENCE/CONTRACTOR USE OF PREMISES
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  - MECHANICAL AND ELECTRICAL DRAWINGS
  - MECHANICAL AND ELECTRICAL COORDINATION
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  - TEMPORARY CONTROLS/FACILITY REMOVAL
- 01600 MATERIAL AND EQUIPMENT (5 PAGES)
  - WORK SPECIFIED ELSEWHERE
  - MATERIAL AND EQUIPMENT SELECTION
  - REUSE OF EXISTING MATERIAL
  - MANUFACTURER'S INSTRUCTIONS
  - TRANSPORTATION AND HANDLING
  - STORAGE AND PROTECTION
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  - PRE-BID REQUESTS
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  - CLEANING PRIOR TO FINAL INSPECTION
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  - CLOSEOUT MANUALS
  - INSTRUCTION OF OWNER'S PERSONNEL
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DIVISION 0  
SECTION 00050 INVITATION TO BID

Prospective bidders are invited to submit sealed bids for a General Contract with Multnomah County to perform work. The specific work is briefly described in Section 01010 "Summary of Work" and described in detail throughout the Project Manual and Drawings (if drawings are used).

**BID DOCUMENTS**

The Bid Documents (Bidding Pages, Project Manual, and Drawings) may be examined and copies may be obtained from the:

Multnomah County Purchasing Section  
2505 S.E. 11th Avenue  
Portland, Oregon 97202

**BID SUBMITTAL**

Sealed bids, prepared according to the following Section "Instructions to Bidders," should be addressed and submitted to:

Purchasing Director  
Multnomah County Purchasing Section  
2505 S.E. 11th Avenue  
Portland, Oregon 97202

The Purchasing Director will receive sealed bids until exactly 2:00 p.m. on December 8, 1988, at the Purchasing Section. Bids received after that time will not be accepted. Bids will be opened publicly and read aloud.

Bidders must submit written bids on the Bid Form included in the Part I Bidding Pages. Fill in all blank spaces to demonstrate apparent intent to comply. Submit only Part I. The Project Manual (Part II) does not need to be returned with the Bidding Pages.

<p><b>FAILURE TO MEET ANY OF THE REQUIREMENTS BELOW WILL BE SUFFICIENT JUSTIFICATION TO REJECT A BID.</b></p>
---

**MANDATORY BIDDING REQUIREMENTS**

Bidders are required to attend a prebid conference on November 22, 1988, at 10:00 a.m. at 2060 N. Marine Drive. Attendance is mandatory for bid eligibility. Participants will be required to sign an attendance roster to document participation in conference.

Bids must be on a single fixed price basis (see "Bidding Pages", Section 00100 "Bid Form").

All bidders are hereby specifically advised that these conditions require a minimum of 10% of the total bid amount for Minority Business Enterprise participation, and 2% of the total bid amount for Women Business Enterprise participation. Fill in all blank spaces in Section 00160 "MBE/WBE Utilization Form" in the Bidding Pages to demonstrate apparent intent to comply. (See Section 00800, "Supplementary Conditions" in the Project Manual and Section 00160 "MBE/WBE Utilization Form" in the Bidding Pages.)

**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

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

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

(SEAL)

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

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

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

ATTEST:

\_\_\_\_\_  
Surety

By \_\_\_\_\_

Attorney-in-Fact

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

(SEAL)

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

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

\_\_\_\_\_  
(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. % mino- rity w/h of total w/h	5. Total number of minority Employ- ees	6. Total number of Empley- ees
		Classi- fica- tions	a. Total	b. * Black	c. * His- panic	d. * Amer. Indian	e. * Asian/ Pacific Island	f. * Total Male			
		C									
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7. Company Official's Signature and Title	8. Date Signed	9. Telephone Number (Include Area Code)
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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.

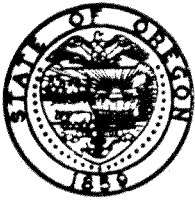
**PREVAILING WAGE RATES**  
*for*  
**Public Works Contracts in Oregon**



**BOLI**

*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

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

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

MEDFORD  
700 E. Main  
Medford, Oregon 97504

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

BEND  
1230 NE Third, Suite A244  
Bend, Oregon 97701

PENDLETON  
700 SE Emigrant, Suite 240  
Pendleton, Oregon 97801

AN EQUAL OPPORTUNITY EMPLOYER

## ANNOUNCEMENT

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

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

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

## GENERAL INFORMATION

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

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

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

## Apprentices and Trainees

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

## Zone Pay

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

### Bid Specifications

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

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

### Fringe Benefits

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

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

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

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

### Overtime

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

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

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

## Certification of Payroll

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

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

## COMMONLY ASKED QUESTIONS

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

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

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

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

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

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

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

## COMMONLY ASKED QUESTIONS (Continued)

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

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

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

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

6) How do I classify workers?

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

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

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

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

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

8) How do I post Prevailing Wage Rates?

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

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

### COMMONLY ASKED QUESTIONS (Continued)

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

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

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

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

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

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

- 11) How much do I pay apprentices?

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

## COMMONLY ASKED QUESTIONS (Continued)

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

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

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

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

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

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

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

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

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

TRADES				BASIC HOURLY RATE	FRINGE BENEFITS	TRADES				BASIC HOURLY RATE	FRINGE BENEFITS
<b>ASBESTOS WORKERS</b>						<b>DREDGING</b>					
Including insulation of piping and other mechanical surfaces.						o Leverman-Hydraulic					
				\$15.40	\$3.78	o Leverman-Dipper					
<b>BOILERMAKERS</b>						o Asst. Engineer					
				19.67	4.50	(including: Watch Engineer, Welder, Mechanic, Machinist)					
<b>BRICKLAYERS/Stonemasons</b>						o Tenderman					
Area 1				18.28	3.68	(Boatman, Attending Dredge Plan); Fireman					
Area 2				16.25	3.88	o Assistant Mate					
Area 1						(Deckhand); Oiler					
<b>DRYWALL/WETWALL</b>						o Drywall (Accoustical and Drywall Applicator)					
Baker Hood River Polk Wallowa						o Wetwall (Lather)					
Clackamas Malheur (a) Sherman Wasco (b)											
Clatsop Marion Tillamook Washington											
Columbia Morrow Umatilla Yamhill											
Gilliam Multnomah Union											
<b>ELECTRICIANS</b>						Area 1:					
Area 2						o Electricians					
Benton Douglas Josephine Linn						o Cable Splicers					
Crook Grant Klamath Malheur (c)											
Coos Harney Lake Wasco (d)											
Curry Jackson Lane Wheeler											
Deschutes Jefferson Lincoln											
a) North half						Area 2:					
b) North of the City of Maupin						o Electricians					
c) South half						o Cable Splicers					
d) Including the City of Maupin and South thereof											
<b>CARPENTERS</b> (see page 11)						Area 3:					
<b>CEMENT MASONS</b> (see page 11)						o Electricians					
<b>DIVERS &amp; DIVERS' TENDERS</b>						o Cable Splicers					
o Divers				42.96	3.67	Area 4:					
o Divers' Tenders				18.86	3.67	Where the cost of electrical work (labor and material) is <u>less</u> than or equal to \$100,000:					
Depth Pay and Enclosure Pay are added to the Divers' Basic Hourly Rate to obtain the Total Hourly Rate for the diver.						o Electricians					
BASIC HOURLY + DEPTH PAY				HOURLY ENCLOSURE PAY	DIVERS' TOTAL HOURLY PAY	o Cable Splicer					
o Divers' Depth Pay						Where the cost of electrical work (labor and material) is <u>more</u> than \$100,000:					
Depth of Dive				Hourly Depth Pay				o Electricians			
50-100 ft				([total ft- 50] x \$1.00)/hr.				o Cable Splicer			
100-150 ft				\$ 50 + ([total ft-100] x \$1.50)/hr.							
150-200 ft				\$125 + ([total ft-150] x \$2.00)/hr.							
o Divers' Enclosure Pay(working without vertical escape)						Area 5:					
Distance Travelled In the Enclosure				Hourly Enclosure Pay				o Electricians			
5 - 50 ft				\$.50/hr				o Cable Splicers			
50 - 100 ft				\$.63/hr							
100 - 150 ft				\$ 2.13/hr							
150 - 200 ft				\$ 4.63/hr							
200 - 300 ft				\$ 4.63 + ([total ft-200]x \$.05)/hr							
300 - 450 ft				\$ 9.63 + ([total ft-300]x \$.10)/hr							
450 - 600 ft				\$24.63 + ([total ft-450]x \$.20)/hr							

TRADES			BASIC HOURLY RATE	FRINGE BENEFITS	TRADES			BASIC HOURLY RATE	FRINGE BENEFITS
<u>ELECTRICIANS (continued)</u>					<u>LABORERS (see page 11)</u>				
<u>Area 4</u>	<u>Area 5</u>	<u>Area 6</u>			<u>LIMITED ENERGY ELECTRICIANS</u>				
Benton	Clackamas	Harney			May only be used for electrical work not exceeding 100 va:				
Crook	Clatsop	Jackson			Area 1	9.50	2.28		
Deschutes	Columbia	Josephine			Area 2	9.95	1.53		
Jefferson	Hood River	Klamath			Area 3	9.44	2.00		
Lane (b)	Multnomah	Lake			Area 4	9.69	2.14		
Linn	Sherman	Douglas (b)			Area 5	10.57	2.17		
Marion	Tillamook				Area 6	9.55	2.28		
Polk	Wasco				Area 7	9.88	1.77		
Yamhill(c)	Washington				Area 8	9.40	2.18		
	Yamhill (d)				Area 9	9.92	1.70		
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					Area 10	9.81	1.59		
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					Area 11	10.65	1.66		
c) South half					Area 12	12.78	1.69		
d) North half					Area 13	10.79	2.04		
					Area 14	10.54	1.84		
<u>ELEVATOR CONSTRUCTORS</u>					Area 1	Clatsop, Columbia, Tillamook			
<u>Area 1</u>					Area 2	Clackamas, Multnomah, Washington			
o Mechanic	18.88	4.33 + a			Area 3	Marion, Polk, Yamhill			
o Helper	13.22	4.33 + a			Area 4	Benton, Lincoln, Linn			
o Probationary Helper	9.44	-			Area 5	Lane			
<u>Area 2</u>					Area 6	Douglas			
o Mechanic	19.45	3.88 + a			Area 7	Coos, Curry			
o Helper	13.62	3.88 + a			Area 8	Jackson, Josephine			
o Probationary Helper	9.73	-			Area 9	Hood River, Sherman, Wasco			
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 10	Crook, Deschutes, Jefferson			
<u>Area 1</u>		<u>Area 2</u>			Area 11	Klamath, Lake			
Umatilla		All			Area 12	Gilliam, Grant, Morrow, Umatilla, Wheeler			
Wallowa		Remaining			Area 13	Baker, Union, Wallowa			
Union		Counties			Area 14	Harney, Malheur			
Baker					<u>LINE CONSTRUCTION</u>				
<u>GLAZIERS</u>					<u>Area 1</u>				
Area 1	17.77	3.08			Zone 1 (Base Rate):				
Area 2	13.76	1.72			o Group 1	21.68	4.31		
<u>Area 1</u>		<u>Area 2</u>			o Group 2	19.59	4.24		
All Counties except Malheur		Malheur			o Group 3	15.35	4.09		
<u>IRONWORKERS</u>					o Group 4	16.89	3.34		
o Structural, Reinforcing, Ornamental, Riggers, Fence Erectors, Signal Men	18.26	5.81			o Group 5	14.78	3.27		
					o Group 6	13.90	3.24		
					Zone Differential (Add to Zone 1 Rate)				
					Zone 2	2.40			
					Zone 3	3.15			
					Zone 4	3.90			
					Zone 5	5.15			
					Group 3 receives Zone 1 Rate ONLY				
					(No Zone Differential)				
					<u>Area 2:</u>				
					o Cable Splicers	18.06	2.88		
					o Journeyman Lineman	16.42	2.82		
					o Line Equip. Mech. (Right-of-way)	15.55	2.79		
					o Line Equip. Oper.	14.81	2.77		
					o Line Equip. Srvman	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		
Zone 1: 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>		
Zone 2: 0 to 20 miles from the geographical center of Astoria, Baker, Burns, Bend, Corvallis, Eugene, Klamath Falls, Lakeview, Longview, Pendleton, Salem, Roseburg, The Dalles, Umatilla (NOTE: for Portland and Medford, Zone 2 is 3 to 20 miles)			Benton Deschutes Lincoln (b) All Coos Harney Linn (b) remaining Crook Jefferson Wasco (b) counties Curry Klamath (a) Wheeler (b) Douglas Lane		
Zone 3: 20 to 35 miles radius			a) Northern one-third      b) South half		
Zone 4: 35 to 50 miles radius			<u>PLUMBERS &amp; STEAMFITTERS/PIPEFITTERS</u>		
Zone 5: 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		
Tree Trimmer	Line Equipment Man		b) Except Southwest Corner		
<u>Group 5</u>	<u>Group 6</u>		<u>POWER EQUIPMENT OPERATORS</u> (see page 11)		
Head Groundman	Groundman		<u>ROOFERS</u>		
Jackhammer Man			Area 1:		
Powderman			o Roofers 14.85 3.70 o Handling coal tar pitch 16.34 3.70		
<u>Area 2</u>			Area 2:		
Malheur County			o Roofers 14.75 2.22 o Application or removal of coal tar products 16.75 2.22		
<u>MARBLE SETTERS</u> (Includes Granite)			Area 3:		
Area 1 19.28 3.68			o Roofers 13.05 2.70 (When working with coal tar, add \$1.50 for each hour of regular and overtime.)		
<u>Area 1</u>			Area 4:		
Baker Hood River Sherman Wallowa			o Roofers(a) 14.75 3.10		
Clackamas Malheur (a) Tillamook Wasco (b)			Area 5:		
Clatsop Morrow Union Washington			o Roofers(a) 17.38 2.55		
Columbia Multnomah Umatilla Yamhill (a)			(a) When working with Irritable Bituminous materials, add \$2.00 for each hour of regular and overtime.		
Gilliam			<u>Area 1</u> <u>Area 1(cont)</u> <u>Area 2</u> <u>Area 2(cont)</u>		
a) North half			Baker Multnomah Benton Klamath		
b) North of the City of Maupin			Clackamas Sherman Coos Lake		
<u>PAINTERS &amp; DRYWALL TAPERS</u>			Clatsop Tillamook Crook Lane		
Area 1			Columbia Wasco Curry Lincoln		
o Painter & Drywall Tapers 12.02 2.01			Jefferson Washington Deschutes Linn		
Area 2			Gilliam Wheeler Douglas Marion		
o Brush 13.21 3.26			Grant Harney Polk		
o Spray, sandblasting, other pressure blasting over 3000 psi, and steam cleaning 13.71 3.26			Hood River Jackson Josephine		
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
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#### ROOFERS (continued)

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

Area 1	Building Trades Journeyman	16.90	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	Tillamook
Clackamas	Grant	Marion	Wasco
Clatsop	Harney	Multnomah	Washington
Columbia	Hood River	Polk	Wheeler
Crook	Jefferson	Sherman	Yamhill
Deschutes	Lincoln		

Area 2 Baker Malheur	Area 3 Morrow Umatilla Union Wallowa	Area 4 Coos Curry Lane (b)	Area 5 Douglas Klamath Lake Lane (c) Jackson Josephine
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a) Architectural work is a job-site exterior work only on gutters, downspouts, scuppers, conductor heads, flashing, metal roofing and siding, including job-site roll formed, decking, louvers, gravity type ventilators, fascia, soffits, window wall, column covers, pre-engineered metal buildings and sandwich type wall systems such as Alucobond, Robertson, Molenco or Inryco.

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

#### SOFT FLOOR LAYERS

Area 1	15.15	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

<u>SPRINKLER FITTERS</u>	20.30	3.75
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#### TENDERS TO MASON TRADES

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

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

	12.05	3.65
o All Other Work	14.05	3.65

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
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#### TENDERS TO PLASTERERS

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

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

13.56	3.65
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#### TILE SETTERS

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

Baker	Polk	Benton	Josephine
Clackamas	Sherman	Coos	Klamath
Clatsop	Tillamook	Crook	Lake
Columbia	Umatilla	Curry	Lane
Gilliam	Union	Deschutes	Lincoln
Hood River	Wallowa	Douglas	Linn
Malheur(a)	Wasco (b)	Grant	Malheur (c)
Marion	Washington	Harney	Wasco (d)
Morrow	Yamhill	Jackson	Wheeler
Multnomah		Jefferson	

a) North half      c) South half  
b) North of Maupin      d) Maupin and south thereof

#### TILE & TERRAZZO HELPERS

Area 1	13.32	2.20
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#### Area 1

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

a) North half      b) North of Maupin

#### TRUCK DRIVERS (see Page 11)

#### WELDERS; RIGGERS

Receive rate for craft performing operation to which welding and rigging are incidental.

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

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

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

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

ZONE RATES AND DESCRIPTIONS

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

(Add to Zone 1 Rate)

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

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

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

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

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

Zone 5: More than 80 miles.

Cities

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

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

LESS THAN  
100%      100%

Zone 1 (Base Rate):\*

o Group 1	14.54	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.

<u>Zone 1:</u>	0-30 miles.
<u>Zone 2:</u>	30-40 miles.
<u>Zone 3:</u>	40-50 miles.
<u>Zone 4:</u>	50-60 miles.
<u>Zone 5:</u>	60-70 miles.
<u>Zone 6:</u>	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	
<u>CEMENT MASONS<sup>1</sup></u>			
	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	
<u>LABORERS (continued)</u>			
<u>Group 1</u>			

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			TRADES		
	BASIC HOURLY RATE	FRINGE BENEFITS		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 Operator	Partsman (tool room)	
Asphalt Rakers	Pumpcrete Nozzlemán		Brakeman/Switchman	Pump Operator (a)	
Bit Grinder	Sand Blasting (dry)		Crusher Feeder	Oiler (b)	
Concrete Saw Operator	Sewer Pipe Layers		Deckhand	Scaffolding Operator (c)	
Drill Doctor	Sewer Timberman		Guardrail Punch Oiler	Switchman	
Drill Operators (a)	Track Liners (e)				
Gunité Nozzlemán	Tugger Operator		a) Under 4 inches		
High Scalers,	Tunnel-Chuck Tenders,		b) Including Plant, Crane, Crusher, Guardrail		
Strippers, Drillers(b)	Nippers, Timberman		Equipment, and Trenching Machine		
Laser Beam (c)	Vibrator (4" and larger)		c) Self-propelled		
Manhole Builder	Water Blaster				
Powdermen	Welder				
a) Air Tracks, Cat Drills, Wagon Drills,			<u>Group 2</u>		
Rubber-mounted drills, and other similar			A-Frame Truck Operator (a)	Helicopter Radioman (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 Operator	
c) Pipe laying, applicable when employee			Driller Tender	Truck Crane Oiler/Driver (i)	
assigned to move, set up, align Laser Beam.			Fork Lift or Lumber Stacker (d)	Tugger or Coffin type	
d) Bucking and falling			Grade Checker	Hoist Operator	
e) Anchor Machines, Ballast Regulators,			Grade Oiler (e)	Welder's Tender	
Multiple Tampers, Power Jacks			Heavy Duty Repairman Tender		
			a) Single drum		
<u>Group 4</u>			b) Pulled type		
Laser Beam (Tunnel), applicable when employee			c) All equipment except floating		
assigned to move, set-up, align laser beam			d) On job site		
Tunnel Miners			e) Required to check grade		
Tunnel Powderman			f) Including combination guardrail machines		
			g) Grading of base rock (not asphalt)		
<u>Group 5</u>			h) Including power agitated type		
Fence Builder			i) 25 ton capacity and over		
Flagger					
Landscaping or planting laborer			<u>Group 3</u>		
<u>POWER EQUIPMENT OPERATORS<sup>1</sup></u>			Air Filtration Equipment	Hydrographic Seeder Machine (e)	
	LESS THAN	100%	Asphalt Plant Fireman	Hydrostatic Pump	
	100%	100%	Ballast Jack Tamper	Mixer Box Operator (f)	
Zone 1 (Base Rate): <sup>2</sup>			Bell Boy, Phones, etc	Motorman	
o Group 1	12.79	15.99	Broom Operator (a)	Pugmill Operator	
o Group 2	12.94	16.17	Bucket Elevator	(any type)	
o Group 3	13.06	16.33	Loader (b)	Pump Operator (g)	
o Group 4	13.22	16.53	Cement Hog	Ross Carrier Operator (h)	
o Group 5	13.26	16.57	Compressor Operator (c)	Tamping Machine (i)	
o Group 6	13.34	16.68	Concrete Saw and	Truck-mounted Asphalt	
o Group 7	13.40	16.75	Concrete Curing	Spreader (with screed)	
o Group 8	13.51	16.89	Machine (d)	Welding Machine Operator	
o Group 9	13.58	16.98	Conveyor Operator	Wire Mat or Brooming	
o Group 10	13.65	17.06	Hydraulic Pipe Press	Machine Operator	
o Group 11	13.66	17.08			
o Group 12	13.74	17.18	a) Self-propelled on job site		
o Group 13	13.82	17.28	b) Barber Greene and similar type		
o Group 14	14.02	17.52	c) Any power, under 1250 cubic feet total		
o Group 15	14.17	17.71	capacity		
o Group 16	14.37	17.96	d) Riding type		
o Group 17	14.53	18.16	e) Straw, pulp or seed		
o Group 18	14.73	18.41	f) C.T.B. Drybatch, etc.		
o Group 19	14.87	18.59	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 Compressor (Any Power (b))	Hydra Hammer or similar types		Ballast Regulator	Hydraulic Backhoe (e)	
Concrete Mixer Operator (c)	Locomotive, under 40 tons		Ballast Tamper (b)	Locomotive, 40 tons & over	
Floating Equipment Fireman	Lull Hi-Lift Operator (d)		Beltcrete	Pot Rammer	
Fork Lift, over 5 ton	Pavement Breaker		Boom Truck	Pumpcrete Operator (any type)	
	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 Engineer (c)	
Concrete Batch Plant Quality Control Operator	Slip Form Pumps, power driven hydraulic lifting device for concrete forms		Batch Plant and/or wet-mix (a)	Generator Operator	
Elevator Operator	Sweeper, Wayne type (b)		Belt Loader (b)		
Extrusion Machine	Tractor (c)				
Hoist, single drum	Trenching Machine (d)		a) One and two drum		
Lime Spreading (a)	Wagner Pactor (e)		b) Kolman and Ko Cal types		
Power Jumbo, setting slip forms, etc. in tunnels.			c) Plant, Crusher, Generator, Floating		
a) On job site					
b) Self-propelled on job site					
c) Rubber-tired 50 H.P. flywheel and under					
d) Maximum digging capacity 3 ft. depth					
e) Or similar type without blade					
<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)	
a) Clary, Johnson, Bidwell, Burgess, Bridges Deck or similar type			Chicago Boom (c)	Machine Tool Operator	
b) Mechanical Berm, Curb and/or Gutter			Compactor with Blade	Pipe Cleaning, Doping, Bending and wrapping Machines	
c) Rubber-tired type, 2 1/2 cu. yds. and under			Concrete Cooling Machine	Side-boom Cat	
d) Riding type			Crusher Plant Operator	Stationary Drag Scraper	
e) Self-propelled			Drill Cat Operator	Surface Heater and Planer	
			Drill Doctor	Tractor (g)	
			Drill Doctor (Bit Grinder)	Tractor (h)	
			Grizzly Crusher	Trench Machine (i)	
			a) 5 ton capacity or less		
			b) Or similar type crane-hoist		
			c) And similar types		
			d) All types		
			e) Track type 3/8 cu. yds.		
			f) Front end and overhead, 2 1/2 cu. yds. and under 4 cu. yds.		
			g) With boom attachments		
			h) Rubber-tired over 50 H.P. flywheel		
			i) Maximum digging capacity over 3 ft. depth		

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
<u>POWER EQUIPMENT OPERATORS (continued)</u>		
<u>Group 10</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	
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		
<u>Group 11</u>		
Clamshell, Hoe, etc. (a) Combination Guardrail Machines (b) Concrete Breaker Crane Operator (c)	Dragline Grade-Alls (a) Mixer Mobile Mucking Machine (tunnel) Shovel	
a) Under 1 cu. yd. b) i.e., Punch, Auger, etc. c) 25 tons and under		
<u>Group 12</u>		
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) 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 13</u>		
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) Externally controlled by electronic, mechanical hydraulic means b) Locomotive Crane, Gantry and Overhead c) 25 ton and over d) Over 25 ton and including 40 tons e) Operated by Tractor Operator, Sierra, Eculid, or similar f) Under 3 cu. yds. g) Derrick Barge, less than 30 ton h) Stiff Leg, Guy Derrick, or similar, 50 tons and over i) 1 cu. yd. and less than 3 cu. yds.		

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
<u>POWER EQUIPMENT OPERATORS (continued)</u>		
<u>Group 14</u>		
Rubber-tired Scraper (a) Tower Crane Operator		
a) With Tandem Scrapers, self-loading, Paddle Wheel, Auger type, finish and/or 2 or more units		
<u>Group 15</u>		
Loader, 4 cu. yds., but less than 6 cu. yds. Rock Hound Operator		
<u>Group 16</u>		
Autograder or "Trimmer" 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	
a) 25 tons and over b) Over 40 ton and including 100 ton c) 30 ton but less than 80 ton d) 6 cu. yds., but less than 12 cu. yds. e) With Tandem Scrapers, multi-engine f) 3 cu. yds., but less than 5 cu. yds. g) Quad-nine and similar h) Under 750 cu. yds. per hour		
<u>Group 17</u>		
Canal Trimmer Crane (a) Floating Crane (b)	Loader (c) Shovel, etc. (d) Whirley (e)	
a) Over 100 ton and including 200 ton b) Derrick Barge, 80 ton, but less than 150 ton c) 12 cu. yds. and over d) 5 cu. yds. and over e) Over 80 ton and including 150 ton		
<u>Group 18</u>		
Band Wagons (a) 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
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### TRUCK DRIVERS<sup>1</sup>

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

### Work

### Group

A-Frame or Hydra-lift Truck w/load bearing surface. . . . .	2
Battery Rebuilder . . . . .	1
Bus or Man-Haul Driver. . . . .	1
Concrete Buggies (Power operated) . . . . .	1
Drivers and Helpers handling Sacked Cement—add 15¢ per hour	
Dump Trucks, Side, End and Bottom Dumps, including Semi-Trucks and trains or combinations thereof:	
6 cu. yds. and under . . . . .	1
Over 6 cu. yds. and inc. 10 cu. yds. . . . .	3
Over 10 cu. yds. and inc. 20 cu. yds. . . . .	6
Over 20 cu. yds. and inc. 30 cu. yds. . . . .	7
Over 30 cu. yds. and inc. 40 cu. yds. . . . .	8
Over 40 cu. yds. and inc. 50 cu. yds. . . . .	9
Over 50 cu. yds. and inc. 60 cu. yds. . . . .	10
Over 60 cu. yds. and inc. 70 cu. yds. . . . .	11
Over 70 cu. yds. and inc. 80 cu. yds. . . . .	12
Over 80 cu. yds. and inc. 90 cu. yds. . . . .	13
Over 90 cu. yds. and inc. 100 cu. yds. . . . .	14
Dumpsters or Similar Equipment—all sizes . . . . .	5
Flaherty Spreader Driver or Leverman. . . . .	4
Lift Jitneys, Fork Lifts—all sizes—used in loading, unloading & transporting material on job site. . . . .	1
Loader and/or Leverman on Concrete Dry Batch Plant, manually operated. . . . .	1
Low Bed Equipment, Flat Bed Semi-Truck and Trailer or Doubles transporting equipment or wet or dry materials . . . . .	4
Lubrication Man, Fuel Truck Driver, Driver, Tireman, Wash Rack, Steam Cleaner or combination. . . . .	2

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

Lumber Carrier, Driver-Straddle Carrier—used in loading, unloading and transportation of material on job site. . . . .	4
Oil Distributor Driver or Leverman. . . . .	4
Pilot Car . . . . .	1
Slurry Truck Driver or Leverman . . . . .	3
Solo Flat Bed and Misc. Body Trucks—0-10 tons . . . . .	1
Transit Mix and Wet or Dry Mix Trucks:	
5 cu. yds. and under . . . . .	1
Over 5 cu. yds. and inc. 7 cu. yds. . . . .	5
Over 7 cu. yds. and inc. 9 cu. yds. . . . .	6
Over 9 cu. yds. and inc. 11 cu. yds. . . . .	7
Over 11 cu. yds. and inc. 13 cu. yds. . . . .	8
Over 13 cu. yds. and inc. 15 cu. yds. . . . .	9
Team Drivers. . . . .	2
Tireman, full-time basis. . . . .	3
Truck Helper. . . . .	1
Truck Mechanic—Welder—Body Repairman. . . . .	6
Truck Mechanic Helper . . . . .	1
Water Wagons (Rated Capacity) up to:	
1600 gallons . . . . .	1
1600 to 3000 gallons . . . . .	3
3000 to 5000 gallons . . . . .	4
5000 to 7000 gallons . . . . .	6
7000 to 10,000 gallons . . . . .	7
10,000 to 15,000 gallons . . . . .	8
Winch Truck—takes classification of truck on which winch is mounted	

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

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

Payroll and Certified Statement  
Form - For Use in Complying  
with ORS 279.354

[illegible]

# CERTIFIED STATEMENT

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

do hereby state:

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

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

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

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

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

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

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

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

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

FORM WH-38 (3/84)

(4) That:

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

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

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

(c) EXEMPTIONS

EXCEPTION (CRAFT)	EXPLANATION
REMARKS	

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

NAME AND TITLE

SIGNATURE

☐ Contractor

☐ Subcontractor

☐ 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 of engineers, architects, attorneys and other professionals.) If not covered under the "all risk" insurance or otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain similar property insurance on portions of the Work stored on and off the site or in transit when such portions of the Work are to be included in an Application for Payment. The policies of insurance required to be purchased and maintained by Owner in accordance with paragraphs 5.6 and 5.7 shall contain a provision that the coverage afforded will not be cancelled or materially changed until at least thirty days prior written notice has been given to Contractor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **Labor, Materials and Equipment:**

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

#### **Equivalent Materials and Equipment:**

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

### Concerning Subcontractors:

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

### Patent Fees and Royalties:

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

## **Permits:**

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

## **Laws and Regulations:**

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

## **Taxes:**

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

## **Use of Premises:**

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

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

**Safety and Protection:**

- 6.18 Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
- 6.18.1 all employees on the Work and other persons who may be affected thereby,
  - 6.18.2 all the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and
  - 6.18.3 other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

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

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

## **Emergencies:**

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

## **Shop Drawings and Samples:**

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

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

**Continuing the Work:**

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

**Indemnification:**

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

## ARTICLE 7      WORK BY OTHERS

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

## ARTICLE 8      OWNER'S RESPONSIBILITIES

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

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

#### **ARTICLE 9 PROJECT MANAGER'S STATUS DURING CONSTRUCTION**

##### **Owner's Representative:**

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

##### **Visits to Site:**

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

### **Clarifications and Interpretations:**

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

### **Rejecting Defective Work:**

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

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

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

### **Decisions on Disagreements:**

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

## SECTION 01010

## SUMMARY OF WORK

### PART 1 - GENERAL

#### 1.1 WORK COVERED BY CONTRACT DOCUMENTS:

- A. The Work of the Contract consists of constructing a pedestrian link building between the South Hall and the Main Arena at the Multnomah County Expo Center, as indicated on Drawings and specified herein.
- B. Additional requirements of all parties to the Contract:

#### 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 120 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.

**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.

**PART 1 - GENERAL****1.1 GENERAL REQUIREMENTS**

- A. Description: Alternates indicated in Section 00100 BID FORM, include changes in Work as described by the Alternates listed in this Section.
- B. Referenced Sections: Specification Sections referenced in each Alternate contain pertinent requirements for materials and installation to achieve the Work described by each Alternate.
- C. Coordination: Coordinate related Work and modify surrounding Work as required to complete the Project under each alternate designated in the Owner-Contractor Agreement.

**1.2 ALTERNATE NO. 1:**

NONE

**1.3 ALTERNATE NO. 2:**

NONE

## 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.

SECTION 02070  
SELECTIVE DEMOLITION

PART 1 GENERAL

1.1 REQUIREMENTS

A. Work By Others:

1. Owner will employ a separate contractor to remove the following items:
  - a. Fabric Awnings. and supports.
  - b. Door Hardware.

B. Regulatory Requirements:

1. Comply with applicable codes and ordinances concerning demolition operations and refuse removal.

C. Pre-Demolition Meeting:

1. Meet at the Site with the Project Manager.
2. Review location of service lines and sanitary sewer manhole.
3. Review Contractor's responsibility for protection of adjacent surfaces.

D. Areas To Remain Under Owner's Use During Demolition:

1. Parking area and access road.

PART 2 PRODUCTS

2.1 EQUIPMENT

A. Drilling and Sawing Equipment:

1. Diamond edged saw blades of size required for depth of cut.
2. Non-impact rotary tool with diamond core drills.

PART 3 EXECUTION

3.1 PERFORMANCE

A. Verification of Conditions:

1. Examine existing building and conditions under which building demolition work will be performed.
2. Report items detrimental to completion of work to the Project Manager.

B. Protection During Selective Demolition:

1. Protect adjacent surfaces and facilities to remain from damage during sawing, drilling, and material removal.
2. Provide dust barrier inside the existing building until completion of demolition work.
3. Install bracing and shoring prior to sawing structural components.
4. Construct temporary barriers to protect building from flying aggregate during sawing.
5. Protect existing walks, curbs, and paving.

C. Surface Preparation:

1. Disconnect existing service lines to be abandoned and cap exposed service lines to be maintained.

D. Coring and Sawing:

1. Cut reinforcing bars flush without damage to the bond between concrete and reinforcing bars.
2. Cut paving flush without damage to the adjacent paving.
3. Drill for pipe and conduit openings with radius 1/2 to 1 inch greater than penetrating pipe or conduit.

E. Selective Demolition:

1. Remove existing doors, door frames, exterior wall studs, siding, sheathing, soffits, HVAC systems, plumbing systems, light fixtures, and electrical systems as indicated on Drawings.
2. Remove abandoned plumbing and electrical lines to concealed spaces and cap.
3. Remove existing paving and walk surfaces as required to install new concrete footings and foundation walls.

F. Repairs:

1. Repair damage to existing facilities and adjacent property to meet conditions existing prior to demolition operations.
2. Employ skilled personnel for repair of damaged surfaces and equipment.

G. Disposal:

1. Do not store, sell or burn demolished or salvaged materials on site.
2. Remove broken concrete, broken paving, wall materials, fixtures, and equipment from the site.
3. Transport debris to an approved and licensed land fill area.

END OF SECTION

## SECTION 02200

### EARTHWORK

#### PART 1 GENERAL

##### 1.1 REQUIREMENTS

###### A. Temperature and Moisture Requirements:

1. Do not excavate unless ambient air temperature is above 40 degrees F.

#### PART 2 PRODUCTS

##### 2.1 EQUIPMENT

###### A. Compacting Equipment:

1. Light Compactors: Manually guided vibrating compactors.

#### PART 3 EXECUTION

##### 3.1 PREPARATION

###### A. Protection:

1. Protect existing utility lines and site improvements.
2. Protect excavations and trenches from freezing temperatures.
3. Protect trenches from contamination, excess moisture, and rain water runoff.
4. Barricade excavations and trenches and provide amber flashing warning lights.

###### B. Dewatering:

1. Remove water from trenches with dewatering system acceptable to Project Manager.
2. Provide pumps, sumps, suction, and discharge lines as required.

##### 3.2 TRENCHING

###### A. Soil Removal:

1. Remove and dispose of soil materials encountered to obtain required subgrade elevations.
2. If unsatisfactory soil materials are encountered at design elevations continue excavation until substrate conditions are satisfactory to Project Manager.

B. Footing Trenches:

1. Trench for footings 12 inches minimum below original grade and 18 inches minimum below finished grade.
2. Do not excavate closer than two horizontal to one vertical slope below existing footings.
3. Clean footing excavations of loose material by hand shovel prior to concrete placement.

3.3 COMPACTION

A. Soil Conditioning:

1. Water or dry substrate materials to achieve a moisture content within + or - 3 percent of the optimum as determined by Standard Proctor Test.

B. Compaction of Subgrade:

1. Compact disturbed foundation soil to 95 percent of maximum density at optimum moisture content as determined by Standard Proctor Test.

3.4 COMPLETION

A. Maintenance of Moisture Content and Density:

1. Repair and reestablish grades where subgrade settles or becomes damaged by construction traffic, excess moisture, or freezing temperatures.
2. Dry subgrade soil which exceeds the optimum moisture content by more than 3 percent of optimum, then reshape soil and compact to required density.
3. Recompact or remove and replace materials not meeting required density.

B. Disposal:

1. Remove waste material from the site.
2. Remove unusable excess excavated soil material from the site.

C. Daily Cleaning:

1. Remove soil materials from existing roads, walks, and paving areas.

END OF SECTION

## PART 1 GENERAL

## 1.1 REQUIREMENTS

- A. Regulatory Agency Requirements: Paving shall conform to Standard Specifications for Highway Construction, 1984 Edition published by Oregon State Highway Division.

## PART 2 PRODUCTS

## 2.1 MATERIALS

- A. Base Aggregates: Crushed gravel or crushed rock, 3/4 inch minus, fine hard angular gravel size particles and course hard sand size particles. Not more than 5 percent passing 200 sieve.
- B. Asphaltic Concrete: OSHD, Section 403, Class C, AR-4000 viscosity grade.
- C. Tack Coat Asphalt: OSHD, Subsection 407.11, CRS-1, CSS-1, CSS-1h, or SS-1h.

## 2.2 EQUIPMENT

- A. Paving Equipment: Contractor's option.
- B. Compacting Equipment:
  - 1. Steel wheel, pneumatic tired, or vibrating roller.
  - 2. Use hand operated mechanical vibrators in small areas.

## 2.3 MIXES

- A. Job Mix Formula:
  - 1. Properties shall be measured by methods described in ASTM D 1559.
    - a. Blows each end of specimen: 75.
    - b. Minimum Marshall Stability: 1,800.
    - c. Marshall Flow: 8 to 16.
    - d. Percent Voids, Total Mix: 3 to 5.
    - e. Percent Voids, Filled with Asphalt: 75 to 85.
  - 2. Job Mix Formula shall Establish:
    - a. Percentage of aggregate by weight passing each required sieve size.
    - b. Percentage of new bituminous material by weight.
    - c. Percentage of recycled asphalt pavement, by weight.
    - d. Design temperature of mixture at the point of discharge.

## PART 3 EXECUTION

### 3.1 INSTALLATION

#### A. Base Aggregate:

1. Apply 6 inch thickness of base aggregates below new asphaltic concrete paving by ASTM D 1557.
2. Maximum 1/2 inch deviation from indicated grade.

#### B. Tack Coat:

1. Apply at 0.08 gallons per square yard at temperature range of 75 to 130 degrees F.
2. Apply to inplace concrete and paving surfaces.

#### C. Asphaltic Concrete:

1. Apply paving in one lift of 2 inch compacted thickness on aggregate base at design temperature plus or minus 20 degrees F.
2. Shovel fill and rake to smooth surface at low areas.

#### D. Compaction:

1. Roll to 90 percent of maximum dry density as determined by ASTM D 1557.
2. Compact with at least 4 passes with roller and eliminate roller marks.

END OF SECTION

SECTION 03100  
CONCRETE FORMWORK

PART 1 GENERAL

1.1 REQUIREMENTS

A. Structural Requirements:

1. Design formwork to support lateral loads and to be removable without damaging cast-in-place concrete and adjacent materials.
2. Design formwork to hold concrete in correct size, shape, alignment, elevation, and position.

B. Dimensional Tolerances:

1. Fabricate formwork for exposed nonstructural concrete to within tolerances indicated in Paragraphs 3.3.1 and 3.3.8 in ACI 347.
2. Fabricate formwork for structural concrete to within tolerances indicated in Table 4.3.1 in ACI 301.

PART 2 PRODUCTS

2.1 MATERIALS

A. Form Facing Materials:

1. Exposed Concrete Forms: Plyform Class I or Class II, HDO plywood.
2. Concealed Concrete Forms: Soil.

B. Form Accessories:

1. Chamfer Strip: 45 degree bevel 3/4 inch wide by Greenstreak, Vinylex, Vulcan, or Burke.

C. Preformed Expansion Joint Fillers:

1. ASTM D 1752, Type III, 1/2 inch thick by full depth of slab except depress 3/8 inch at sealant filled joints.
3. Self-Expanding cork by Burke, A. C. Horn, or J & P Petroleum.

PART 3 EXECUTION

3.1 PERFORMANCE

A. Formwork Construction:

1. Comply with ACI 301 and ACI 347.
2. Provide keyed construction joints at center of concrete footing walls.

B. Installation of Formwork Accessories:

1. Place expansion joints at perimeter of existing buildings.
2. Install chamfer strip at external corners above grade.
3. Coat formwork surfaces with form release agent.

C. Removal of Forms:

1. Form facing material may be removed 4 days after placement.

END OF SECTION

SECTION 03200  
CONCRETE REINFORCEMENT

PART 1 GENERAL

1.1 REQUIREMENTS

A. Shop Drawings:

1. Submit steel reinforcing placement drawings for review by Architect prior to fabrication.
2. Comply with ACI 315, identify and dimension each type of bar.

PART 2 PRODUCTS

2.1 MATERIALS

A. Reinforcing Materials:

1. Deformed Reinforcing Bars: UBC Standard No. 26-4 and ASTM A 615, Grade 40.

B. Reinforcing Accessories:

1. Chairs, Spacers, and Hangers: Galvanized or PVC protected steel.
2. Reinforcing Tie Wire: 16 gage, double annealed iron wire.

2.2 FABRICATION

A. Fabrication of Reinforcing Bars:

1. Do not heat bars prior to cutting or bending.
2. Comply with CRSI, Manual of Standard Practice.
3. Comply with ACI 318, Chapter 7 for bending dimensions.
4. Attach identification tag to each reinforcing bar.

PART 3 EXECUTION

3.1 PERFORMANCE

A. Installation of Reinforcing Steel:

1. Construct reinforcement in accordance with ACI 301, ACI 315, and ACI 318.
2. Comply with CRSI, Recommended Practice for Placing Reinforcing Bars.
3. Set wire ties so ends are directed into concrete, not toward exposed concrete surfaces.
4. Lap continuous Grade 40 deformed bars 42 diameters with a minimum lap of 2'-0".
5. Stagger splices 3'-0" minimum.

END OF SECTION

## SECTION 03300

### CAST-IN-PLACE CONCRETE

#### PART 1 GENERAL

##### 1.1 REQUIREMENTS

###### A. Mix Design Data:

1. Submit a mix design formula to Project Manager at Least 10 days prior to delivery of concrete to the site.

###### B. Test Reports:

1. Submit two copies of laboratory and field test reports for concrete work.

###### C. Batch Ticket:

1. Submit one copy of batch ticket complying with Article 16 in ASTM C 94.

###### D. Environmental Requirements:

1. Do not place concrete when temperature or weather will affect the performance or appearance of the concrete.
2. Do not place concrete on muddy or frozen soil.
3. Remove water and ice from footing trenches.
4. Remove ice from formwork surfaces.

###### E. Design, material and workmanship shall be in accordance with the following standards unless otherwise modified on the drawings or in the specifications.

1. ACI 318-83 building code requirements for reinforced concrete.
2. ACI SP-66 detailing manual
3. ACI 301-84(85) specifications for structural concrete.
4. For buildings: CRI recommended practice for "placing reinforcing bars".

#### PART 2 PRODUCTS

##### 2.1 Materials

###### A. Concrete Materials

1. Portland Cement: ASTM C 150, Type I, IA, II, or IIA and UBC Standard 26-1, Part I.
2. Aggregates: ASTM C 33 and UBC Standard 26-2.
3. Water: Clean, free of contaminating material.

###### B. Admixtures:

1. Air-Entraining Admixture: ASTM C 260
2. Chemical Admixtures: ASTM C 494, Type A, water-reducing or Type D, water-reducing and retarding.
3. Mineral Admixture: ASTM C 618, Class F or Class C, pozzolan.

C. Accessory Materials:

1. Solvent Based Acrylic Curing Compound: Burke Spartan-Cote, Horn Clear Seal 150, Sonneborn Kure-N-Seal, Meadows Sealtight CS 309.
2. Bonding Agent: ASTM C 932, ASTM C 881 and ASTM C 631. Hornweld by A. C. Horn, Weld-crete by Larsen, Acryl 60 and Thorobond by Thoro System Products, Sonocrete or Sonobond by Sonneborn.
3. Patching Compound: Epolith Patcher or Sonopatch by Sonneborn, Thorocrete by Thoro System Products.

D. Curing Materials:

1. Concrete Curing Membrane for Traffic Areas: Orange Label Sisalkraft by Fortifiber Corp.

2.2 MIXES

A. Mixing Procedures:

1. Ready Mixed Concrete: ASTM C 94.

B. Mix Requirements:

1. Maximum Course Aggregate Size: 3/4 inch.
2. Maximum Slump for Footings and Slabs on Grade: 4 inches + 1/2 to - 1 inch.
3. Maximum Slump for Foundation Walls: 3 inches + 1/2 to - 1 inch.
4. Entrained Air: 5 percent + or - 1-1/2 percent.
5. Minimum Compressive Strength:  $f'_c = 3,000$  psi in 28 days.
6. Probability of Test Falling Below Specified Strength: One out of five.
7. Minimum Cement Plus Pozzolan Content: 500 pounds per cubic yard.
8. Water Reducing Admixture: Contractor's option.

PART 3 EXECUTION

3.1 PERFORMANCE

A. Placement:

1. Comply with ACI 301, 304, 305, and 306.
2. Consolidate placed concrete using mechanical vibrating equipment with hand rodding and tamping.
3. Set anchor bolts for structural plates with plywood templates and double nuts.

B. Smooth Form Surface Finish:

1. Provide smooth form finish for concrete foundation walls.
2. Comply with ACI 301, paragraph 10.2.2.
3. Remove fins and projections.
4. Patch tie holes and defects.

C. Floated Footing Finish:

1. Provide floated finish for footing surfaces to receive broom finish.
2. Comply with ACI 301, paragraph 11.7.2.
3. Begin floating when water sheen has disappeared.
4. Check planeness of surface with a 10 foot straightedge.
5. Level to Class B tolerance, 1/4 inch in 10 feet.
6. Refloat immediately to a uniform sandy texture.

D. Smooth Slab Finish

1. Provide a smooth finish for slab surfaces.
2. Comply with ACI 301, paragraph 11.7.4.
3. Provide a floated finish as specified above.
4. Steel trowel the surface to give slab a smooth texture.

E. Horizontal Surface Finish Tolerances:

1. Finish concrete horizontal surfaces as specified in Articles 11.7, 11.8, and 11.9 in ACI 301.

F. Application of Curing Compounds:

1. Spray apply solvent based acrylic curing compound at manufacturer's recommended rate.
2. Comply with recommendations in ACI 308.
3. Cover exposed surfaces with curing membranes and keep concrete and form surfaces wet for 72 hours minimum.

G. Concrete Testing:

1. When required by the Building Code, Section 306, Special Inspection Requirements, Contractor will employ an independent testing laboratory to evaluate concrete delivered to and placed at the Site.
2. Comply with Building Code, Section 2604(h) for evaluation and acceptance of concrete.

H. Physical Barrier Protection:

1. Barricade area containing fresh concrete footings for 24 hours minimum.
2. Cover fresh concrete with concrete curing membrane and plywood for 24 hours minimum.

END OF SECTION

## SECTION 05500

### METAL FABRICATIONS

#### PART 1 GENERAL

##### 1.1 REQUIREMENTS

###### A. Shop Drawings:

1. Submit shop drawings for custom fabricated items prior to fabrication.
2. Indicate method of attachment and shop finish for each item.

#### PART 2 PRODUCTS

##### 2.1 MANUFACTURERS

- A. Grout: Burke, A. C. Horn, Master Builders, Sonneborn, Thoro System Products, W. R. Meadows, Upco Chemical, U. S. Grout.
- B. Other Manufacturers: Submit substitution requests prior to Bid Date. Comply with requirements in Section 01600, Material and Equipment.

##### 2.2 MATERIALS

- A. Structural Steel Pipe: ASTM A 53, Type S, Grade B, Schedule 40,  $F_y = 35$  KSI.
- B. Grout:
  1. Non-Metallic Non-Shrink Grout: ASTM C 827, Horn Nonmetallic by A. C. Horn, Masterflow 713 by Master Builders, SonogROUT by Sonneborn, Thoroset by Thoro System Products.

##### 2.3 FABRICATION

###### A. Steel Bollards:

1. Fabricate to dimensions indicated.
2. Grind exposed end smooth.
3. Galvanize surfaces which will not be embedded in concrete.

#### PART 3 EXECUTION

##### 3.1 PERFORMANCE

###### A. Installation Requirements:

1. Set work accurately in location, alignment, and elevation, measured from established lines and levels.
2. Align members to tolerance of 1/2 inch from design dimension.

B. Steel Bollards:

1. Fill structural steel pipe bollards with non-metallic, non-shrink grout or concrete.
2. Smooth trowel to one inch high convex slope at top of pipe.

3.2 COMPLETION

A. Adjusting Defective Work:

1. Correct or replace defective members and adjust alignment as directed by the Architect.
2. Remove pits and bumps from exposed surfaces as directed by Project Manager.
3. Apply zinc rich primer to exposed exterior steel where galvanized finish is damaged.

END OF SECTION

## SECTION 07900

### JOINT SEALERS

#### PART 1 GENERAL

##### 1.1 REQUIREMENTS

###### A. Office Samples:

1. Submit color samples for review of sealant color by Project Manager prior to delivery of sealants to the site.

###### B. Field Tests:

1. Prior to installation of joint sealers, field test sealers to demonstrate their adhesion to joint substrates as recommended in ASTM C 962.

#### PART 2 PRODUCTS

##### 2.1 MATERIALS

###### A. One Component Elastomeric Sealants:

1. Polysulfide, S-11: Hornflex One by A. C. Horn.
2. Polyurethane, S-12: Sikaflex 1a by Sika, Dymeric by Tremco, Vulkem by MAMECO.
3. Acid Type Silicon Rubber, S-13: 795 by Dow Corning, 1200 by General Electric.
4. Non-Acid Type Silicon Rubber, S-14: 790 or 795 by Dow Corning, Silpruf 2000 by General Electric, 1050 by Gibson Homans.

###### B. Two Component Elastomeric Sealants:

1. Polyurethane, S-22: Pour grade 1071 by Gibson-Homans, 227 by MAMECO, Sonolastic NPII by Sonneborn.
2. Polyurethane, S-23: Gun grade 1075 by Gibson-Homans, Dymeric by Tremco.

###### C. Nonskinning Mastic Sealants:

1. Polyisobutylene Metal Seal Mastic, S-31: PTI 404 by Protective Treatments, Curtain Wall Sealant by Tremco.

###### D. Tape Sealants:

1. Butyl Polyisobutylene, S-41: 606 by Protective Treatments.
2. Foam Neoprene, S-42: Sponge by F. H. Maloney, 1040 by Williams Products.
3. Polyurethane Expanding Foam, S-46: Will-Seal by Illbruck/USA, Polytite by Sandell.

E. Gasket Sealants:

1. Solid Neoprene, S-51: Full density by F. H. Maloney, 1200 by Williams Products.

F. Sealant Backer Rod: Nonabsorptive closed cell compressible rod stock by Sonneborn, W.R. Meadows, and Williams Products.

PART 3 EXECUTION

3.1 PERFORMANCE

A. Installation of Sealants:

1. Install elastomeric sealants in nontraffic joints to size and shape indicated or with slightly concave surface and depth equal to 50 percent of normal joint width, but not more than 1/2 inch and not less than 1/4 inch.
2. Install elastomeric sealants in foot traffic joints to size and shape indicated or with slightly concave surface and depth equal to 75 percent of normal joint width, but not more than 5/8 inch and not less than 3/8 inch deep.

B. Exposed Joint Sealant Schedule:

1. Concrete to Concrete and Paving: S-12, S-22.
2. Concrete to Metal: S-12, S-22, S-23.
3. Metal to Metal: S-11, S-13, S-23, S-41, S-42, S-46, S-51.

C. Concealed Joint Sealant Schedule:

1. Metal to Metal: S-31, S-41, S-42, S-46, S-51.

END OF SECTION

**SECTION 08110**  
**STEEL DOORS AND FRAMES**

**PART 1 GENERAL**

**1.1 REQUIREMENTS**

**A. Product Data: .**

1. Submit product information on steel doors and frames including steel gage, door opening size, frame profile, factory finish, and hardware preparation.
2. Project Manager will review for conformance with the design intent only.

**B. Shop Drawings:**

1. Submit shop drawings of steel doors and frames for review of conformance with the design intent by Project Manager.

**PART 2 PRODUCTS**

**2.1 MANUFACTURERS**

- A. Standard Steel Doors and Frames: Amweld, Ceco, Curries, Fenestra, Grand Metal, Mesker, Pioneer, and Steelcraft.
- B. Other Manufacturers: Submit substitution requests prior to Bid Date. Comply with requirements in Section 01600, Material and Equipment.

**2.2 COMPONENTS**

**A. Fabrication Data for Exterior Doors:**

1. Thickness: 1-3/4 inches.
2. Steel Skin: 18 gage steel.
3. Finish: Factory primed finish.

**B. Exterior Full Flush Doors:**

1. Bonded Polystyrene Core: 2500 by Amweld, 707S by Curries, SwingerDor by Mesker.
2. Bonded Urethane Core: Imperial by Ceco, SwingerDor by Mesker, HT by Pioneer.

**C. Fabrication Data for Interior Doors:**

1. Thickness: 1-3/4 inches.
2. Steel Skin: 18 gage steel.
3. Finish: Prime finish.

D. Interior Full Flush Doors:

1. Bonded Polystyrene Core: 1500 by Amweld, 707S by Curries, SwingerDor by Mesker, L-18 by Steelcraft.
2. Bonded Urethane Core: Series HT by Pioneer, L-18 by Steelcraft.

E. Standard Exterior Door Frames:

1. Data: 2 inch face, 5/8 inch high integral stop, welded frame corners, 14 gage steel.
2. Acceptable Systems: 400 by Amweld, CF34 or SF by Ceco, Flush Frame by Curries, Standard frame by Fenestra, Standard frame by Grand Metal, Standard Frame by Mesker, F-14 by Pioneer, F-14 by Steelcraft.

F. Standard Interior Door Frames:

1. Data: 2 inch face, 5/8 inch high integral stop, welded frame corners, 14 gage steel.
2. Acceptable Systems: 400 by Amweld, CF34 or SF by Ceco, Welded Flush Frame by Curries, Welded Standard Frame by Fenestra, Welded Standard Frame by Grand Metal, Standard Frame by Mesker, F-14 by Pioneer, F-14 by Steelcraft.

G. Hardware Preparation:

1. Prepare doors and frames to receive hardware, including cutouts, reinforcing, drilling, and tapping.
2. Comply with ANSI A115.
3. Prepare interior fire rated doors and frames to meet NFPA No. 80, for 20 minute rating.

H. Frame Finishing:

1. Shop prime frame.

## PART 3 EXECUTION

### 3.1 PERFORMANCE

A. Installation of Steel Door Frames:

1. Install shim, and anchor frames to wall and floor.
2. Fill frames separating heated from unheated spaces with fiberglass or mineral wool insulation.
3. Install 3 wall anchors and 1 floor anchor for each door jamb.
4. Install fire rated door and frame assemblies in accordance with NFPA Standard No. 80.

B. Installation of Steel Doors:

1. Install steel doors with hardware specified in Section 08710, Finish Hardware.

C. Adjusting Defective Work:

1. Replace damaged steel doors and frames.
2. Touch-up scratched shop prime finish.

END OF SECTION

## SECTION 08360

### OVERHEAD DOORS

#### PART 1 GENERAL

##### 1.1 REQUIREMENTS

###### A. Performance Requirements:

1. Door system shall resist 30 psf wind load with maximum deflection of L/120.
2. Insulated door system shall have an average thermal resistance of 6.5 or greater over the entire door area.

###### B. Product Data:

1. Submit manufacturer's product information on door system performance under wind load and thermal resistance rating.
2. Submit information on door components, door hardware, and shop finish.

###### C. Shop Drawings:

1. Submit drawings showing field dimensions, edge details, weatherstripping, location and type of door operators, panel profile and factory finish.
2. Submit detail of custom fabricated sloping door bottom angle.
3. Architect will review for conformance with the design concept only.

#### PART 2 PRODUCTS

##### 2.1 MANUFACTURERS

###### A. Overhead Doors:

1. Crawford Doors by Jim Walter Doors, Tampa, FL, 813-871-4811.
2. Overhead Door Corporation, Dallas, TX, 214-233-6611.
3. Windsor Door Company, Division of the Ceco Corporation, Marysville, CA, 916-743-1851.

- B. Other Manufacturer's: Submit substitution requests prior to Bid Date. Comply with requirements in Section 01600, Material and Equipment.

## 2.2 COMPONENTS

### A. Steel Ribbed Doors:

1. Stile and Rail Thickness: 2 inches.
2. Face Panels: 20 gage hot-dipped galvanized steel
3. Door Jamb: Steel angle.
4. Door Hardware: Manufacturer's standard hardware with torsion spring counterweight, galvanized steel hinges, and ball bearing roller brackets.
5. Operators: Reduced drive chain hoist.
6. Weatherstripping: Manufacturers standard weatherstrip package including flexible bottom seal, head seal, jamb seal and compressible foam tape seal at panel meeting rails.
7. Steel Door Finish: Manufacturers standard shop prime finish.
8. Door Track: Zinc coated rolled steel, 3 inch size.
9. Insulation Core: 1-1/2 inch thick, fiberglass, polystyrene, or polyurethane.
10. Back Panel: 26 gage hot-dipped galvanized steel.
11. Acceptable Door Systems: Model 958 by Crawford, 421, 422, and 423 Series by Overhead, Model 200 RSI by Windsor.

## PART 3 EXECUTION

### 3.1 PERFORMANCE

#### A. Installation of Overhead Door Assembly:

1. Install track and anchor to door jamb and ceiling support with adjustable brackets.
2. Install door rollers in track and set counterbalance.
3. Reinforce horizontal track with steel angles when recommended by manufacturer.
4. Install weatherstripping at all edges.

#### B. Adjusting Defective Work:

1. Adjust and lubricate operating hardware and counterbalance as required.
2. Adjust door assembly for tight weatherstrip closure.

END OF SECTION

## SECTION 08710

### FINISH HARDWARE

#### PART 1 GENERAL

##### 1.1 REQUIREMENTS

###### A. Hardware Schedule:

1. Furnish 5 copies of complete door hardware schedule for all doors.
2. Indicate quantities, manufacturer's name, manufacturer's number, and finish for each hardware item.

###### B. Regulatory Requirements:

1. Provide hardware for fire-rated openings in compliance with building code requirements for door assembly fire rating labels.

#### PART 2 PRODUCTS

##### 2.1 MANUFACTURERS

###### A. Standard Door Hardware:

1. Butts and Hinges: Hager, Lawrence\*, McKinney, Stanley.
2. Latchsets, Locksets, and Cylinders: Corbin, Russwin, Sargent, Schlage\*.
3. Surface Closers: LCN\*, Norton, Sargent, Dorma.
4. Stops and Holders: Builders Brass Works, Glynn-Johnson, Ives\*, Quality.
5. Gaskets and Weatherstripping: Stanley, Pemko\*, Reese, Zero.
6. Exit Devices: Von Duprin\*.
7. Thresholds: National Guard, Pemko\*, Reese, Zero.

\* Manufacturers specified in hardware schedule at the end of this Section

- ###### B. Other Manufacturers:
- Submit substitution request prior to Bid Date. Comply with requirements in Section 01600, Material and Equipment.

##### 2.2 DOOR HARDWARE

###### A. Butts:

1. Full mortise butts, width required to clear projection of trim, flat tips and device to prevent rising.
2. Nonremoveable pins for butts.

###### B. Keying:

1. Owner will provide cylinders with masterkeying to match the existing master key system.

## PART 3 EXECUTION

### 3.1 PERFORMANCE

#### A. Installation of Door Hardware:

1. Install thresholds with a positive anchoring device or lead expansion shield and anchor bolts.
2. Set thresholds in mastic sealant.
3. Install door hardware as indicated in hardware schedule.

#### B. Hardware Schedule: Furnish the following hardware groups for each door as required for a complete Project:

##### Group 1: Pair of Doors Link to Exterior:

3 pr	Butt Hinges	Lawrence BB 5151A	626
2	Exit Device	Von Duprin 9947 EO	626
2	Closers	LCN 4020 Series	689
2	Stop/Holder	Ives 446	626
1	Gasket	Pemko 588 D21	-
2	Meeting Stiles	Pemko 305 AN	-
2	Brush Weatherstrips	Pemko 18D-062	-

##### Group 2: Pair of Doors Link to Arena/South Hall:

4 pr	Butt Hinges	Lawrence BB 5151A	626
2	Exit Device	Von Duprin 9947 DT-F-4'x 8'	626
2	Closers	LCN 4010 with 4010-11 bracket	689
2	Gasket	Pemko S 88D17	-
2	Holder	Rixson FM 996	-
1	Smoke Detector	Rixson 803-135	-

##### Group 3: Pair of Doors Court to Link:

3 pr	Butt Hinges	Lawrence BB 5151A	626
2	Door Pulls	Ives #8103-2 12"	626
2	Closers	LCN 4010 Series	689
2	Stop/Holder	Ives 446	626
1	Gasket	Pemko S 88 D21	-
2	Meeting Stiles	Pemko 305 AN	-
2	Pull Plates	Ives #8302-6 4"x 16"	626
2	Brush Weatherstrip	Pemko 18D-062	-

##### Group 4: Pair of Doors Court to Link (Existing):

2	Closers	LCN 4010 Series	689
2	Door Pulls	Ives #8103-2 12"	626
2	Pull Plates	Ives #8302-6 4" x 16"	626

END OF SECTION

## SECTION 09900

### PAINTING

#### PART 1 GENERAL

##### 1.1 REQUIREMENTS

###### A. Color Requirements:

1. Match colors indicated in color schedule furnished by Architect.

###### B. Product Data:

1. Submit manufacturer's literature on each coating proposed for this Project.
2. Submit manufacturer's recommended minimum dry film thickness for each coating system.

###### C. Office Samples:

1. Submit color, gloss, and texture samples for review by Architect
2. Submit 8 by 10 inch minimum size color samples.

###### D. Field Samples:

1. Provide sectional overhead door and siding colors and finishes on 100 sq. ft. of in-place surfaces.
2. Provide column, girt, trim, and equipment colors and finishes on 10 lineal feet of in-place-surfaces.
3. Acceptable field samples may be incorporated in the work.

###### E. Surface Conditions:

1. Do not paint over contaminated or defective substrates.
2. Do not paint when atmospheric conditions are detrimental to formation of a durable paint film.

###### F. Extra Materials:

1. Deliver extra containers of finish coatings equal to 5 percent (to the nearest gallon) of each color and gloss used.
2. Deliver extra coating material in one gallon unopened containers.
3. Keep list of coatings delivered to Owner and submit list with Closeout Manual.

## PART 2 PRODUCTS

### 2.1 MANUFACTURERS

#### A. Acceptable Coating Manufacturers:

1. Ameritone Paint.
2. Fuller-O'Brien.
3. Glidden Coatings & Resins Division, SCM Corp.
4. Miller Paint Co., Inc.
5. PPG Industries, Inc., Coatings & Resins Division.
6. Rodda Paint Co.
7. Sherwin Williams Co., Professional Coatings Division.

#### B. Other Manufacturers: Submit Substitution Request prior to Bid Date. Comply with requirements in Section 01600, Material and Equipment.

### 2.2 MATERIALS

#### A. Acceptable Paints:

1. Select paint from one of the manufacturer's listed above.
2. Use products as indicated in Painting Schedule at the end of this Section.
3. Specific product numbers shall conform to Revised Table of Products, 1987-1988, as published by the Oregon Council, Painting and Decorating Contractors of America.

## PART 3 EXECUTION

### 3.1 PERFORMANCE

#### A. Protection

1. Remove or provide surface applied protection for prefabricated items in place and not scheduled for field finishing.
2. Remove protective covers and reinstall removed items after finishing adjacent surfaces.

#### B. Surface Preparation:

1. Wash new exterior surfaces to receive paint.
2. Prime substrate areas exposed by wash.
3. Clean new metal surfaces and prime exposed metal.
4. Comply with coating manufacturer's instructions for cleaning of each substrate.
5. Apply prime coat to material which is required to be painted or finished and which has not been prime coated by fabricator.
6. Touch up shop primed surfaces, scratched and chipped prior to site finishing.

C. Application Methods and Coverage:

1. Provide finish coats which are compatible with prime paints used.
2. Provide barrier coats over incompatible primers where required.
3. For opaque finishes, apply additional coats when undercoats, stains or other defects show through final paint coat, until paint film is of uniform finish, color, and appearance.
4. Where recommended by manufacturer, sand lightly between succeeding enamel and varnish coats.
5. Apply each material to provide a total dry film thickness of not less than amount recommended by coating manufacturer.

D. Application on Equipment Surfaces:

1. Except where accent colors are scheduled, paint mechanical and electrical work in finished areas to match adjacent surfaces except when factory finished to color matching adjacent surface.

E. Correcting Defective Surfaces:

1. Remove finish and refinish defective surfaces until finished surface is acceptable to the Project Manager.
2. Recoat work not meeting minimum dry film thickness.
3. Repaint lines between accent colors as directed by Project Manager to obtain clean straight lines.
4. Correct painting related damage to exposed surfaces by cleaning, repairing, replacing, and refinishing as directed by Project Manager.
5. Touch up factory finished surfaces damaged during construction.

3.2 SCHEDULES

A. Exterior Painting Schedule

1. Steel Doors and Door Frames: Prime coat touch-up and two coats alkyd semigloss enamel.
2. Steel Overhead Doors and Door Frames: Prime coat touch-up and two coats alkyd semigloss enamel.
3. Steel Bollards : Prime coat touch-up and two coats alkyd semigloss enamel.
4. Steel Wall Panels: Touch-up coil coated finish as required.

B. Interior Painting Schedule:

1. Steel Doors and Door Frames: Prime coat touch-up and two coats alkyd semigloss enamel.
2. Steel Overhead Doors and Door Frames: Prime coat touch-up and two coats alkyd semigloss enamel.
3. Structural Steel Frame Members and Steel Equipment Support Framing: Prime coat touch-up and two coats alkyd semigloss enamel.

END OF SECTION

## SECTION 13122

### METAL BUILDING SYSTEMS

#### PART 1 GENERAL

##### 1.1 REQUIREMENTS

###### A. Design Requirements:

1. Comply with latest edition of the AISC, Specification for the Design, Fabrication, and Erection of Structural Steel for Buildings.
2. Comply with latest edition of the Metal Building Manufacturers Association, Recommended Guide Specifications for Pre-Engineered Metal Buildings.
3. Comply with latest edition of the A.W.S. Structural Welding Code, ANSI/AWS D1.1.
4. Deflection: Roof and wall panels shall not deflect more than  $L/180$  when subjected to design wind and snow loads.
5. Color Variation: Wall panel color shall not vary more than 0.8 NBS Units from office samples as measured by color difference meter.
6. Roof Snow Load: 25 psf plus drifting.
7. Wind Load: 90 mph, exposure C.
8. Siesmic Zone: 2.
9. Assumed Soil Bearing: 2,000 psf.

###### B. Product Data:

1. Submit product information on coil coated roof and wall panels.
2. Submit test information on coil coating performance for fade, abrasion, pollution, and humidity tests.

###### C. Shop Drawings:

1. Submit structural fabrication drawings.
2. Submit anchor bolt setting drawings and erection drawings.
3. Submit roof and wall panel profiles.

###### D. Office Samples:

1. Submit 12 by 12 inch minimum size sample of wall and roof panels.
2. Project Manager will review for conformance with the design concept only.

###### E. Site Samples:

1. Install 100 square feet minimum of wall and roof panels for review by Project Manager.
2. Acceptable site samples may be incorporated in the work.

## PART 2 PRODUCTS

### 2.1 MANUFACTURERS

#### A. Acceptable Wall Panel Manufacturers:

1. Engineered Components, Inc., Stafford, TX, 713-499-5611
  - a. Tualatin, OR, 503-692-1420

- #### B. Other Manufacturer's: Submit substitution requests prior to Bid Date. Comply with requirements in Section 01600, Material and Equipment.

### 2.2 MATERIALS

#### A. Framing Members

1. Steel Plates, Shapes and Bars: ASTM A 36 and UBC Standard 27-1.
2. Square and Rectangular Steel Tubing: ASTM A 500, Grade B,  $F_y = 46$  ksi.
3. Standard Bolts: ASTM A 307, Grade A.
4. Brace Rods: ASTM A 325.
5. High Strength Bolts: ASTM A 325.
6. Purlins and Girts: ASTM A 242 or ASTM A 588, 50 ksi and ASTM A 529, and ASTM A 572, 42 ksi.
7. Electrodes: AWS A5.1 or A5.5, E70XX
8. Shop Primer: Manufacturer's standard rust inhibitive primer.

#### B. Roof and Wall Panels:

1. Minimum Gage: 26 gage (.019") galvanized steel ribbed panels.
2. Minimum Strngth: ASTM A 446, Grade D, 50 ksi.
3. Gutter, Flashing, Trim, and Panel Finish: ASTM A 446 Grade D, galvanized with polyvinylidene fluoride over epoxy primer factory baked finish system, 1.0 mils on face and 0.6 mils on back.
4. Wall Panel Profile: 36 inches normal wide panels with major ribs at 12" on center and 2 minor ribs between each major rib. R panel by ECI Building Components, Inc.
5. Fasteners: Self-drilling, self-tapping, No. 12 or 14 sheet metal screws, zinc plated or stainless steel with neoprene coated washers where exposed to exterior.
6. Tape Sealant and Closure Strips: Manufacturer's standard.
7. Flashing and Trim: 26 gage steel finished to match roof and wall panels.
8. Wall Panel Exterior Color: Kelly Green. Match existing East Walkway.
9. Wall Panel Interior Color: White.

#### C. Wall Light Panels:

1. Type: Manufacturer's standard translucent fiberglass panels.
2. Panel Profile: Match building wall panels.

#### D. Fibrous Insulation:

1. Type: Fiberglass blanket roof and wall insulation covered with fire resistant foil scrim kraft with flame spread of 25 or less.
2. Thermal Resistance: R-13 roof, R-6 walls.
3. Insulation Tape: Flame spread 25 or less, self adhesive, 2 inches wide minimum.

#### E. Sealants:

1. Manufacturer's standard elastomeric sealants.
2. Comply with requirements in Section 07900, Joint Sealers.

### 2.3 FABRICATION

#### A. Metal Building Systems:

1. Type: Single sloping shed, with straight outside columns. and steel beam and purlin roof system.
2. Roof Slope: 1 inch rise to 12 inch horizontal run.

#### B. Structural Framing:

1. Framing Members: Shop fabricated for field bolted assembly.
2. Primary Framing: Steel beams, columns, and wind bracing.
3. Secondary Framing: Steel purlins, girts, bracing, clips, and base plates.
4. Shop Connections: Submerged or shielded arc welded in accordance with Structural Welding Code.
5. Field Bolted Connections: Standard bolts, ASTM A 307 for secondary members and high strength bolts, ASTM A 325 for primary members.

## PART 3 EXECUTION

### 3.1 PERFORMANCE

#### A. Steel Frame Erection:

1. Perform cutting, drilling and fitting required for installation.
2. Set work accurately in location, alignment and elevation, measured from established lines and levels.
3. Align steel framing to tolerance of one in 300.
4. Set bearing plates on cleaned bearing surfaces, using wedges or other adjustments as required.
5. Pack open spaces below bearing plates solid with nonmetallic, nonshrink grout.
6. Erect steel in accordance with Drawings, reviewed shop drawings, and pertinent standards and codes.

B. Welding:

1. All field welding of structural items shall be inspected when completed by an approved testing laboratory representative at the contractor's expense. Testing lab shall provide two record copies of such inspection results to the Project Manager verifying that the welding was properly done and in accordance with the plans. Any re-work required shall be at the contractor's expense.
2. Welder certification procedures shall be as follows:
  - a. All welders shall have been qualified within the last six months in accordance with AWS Standard D1.1 and if required, all welders shall have their certification furnished to the Project Manager.
  - b. A copy of certified welding procedures not pre-qualified by AWS, shall be submitted for review.

C. Steel Wall and Roof Panels:

1. Place panels as indicated on shop drawings.
2. Prime finish shop and site cut edges and end of panels.
3. Seal panel joints with tape sealants.
4. Locate and align exposed fasteners as indicated on shop drawings.
5. Anchor roof panels with concealed clip system fasteners.

D. Insulation:

1. Install fiberglass insulation continuous inside exterior wall and roof panels.
2. Seal insulation joints with fire rated adhesive tape.

D. Steel Gutters.

1. Install steel gutters and slope to PVC pipe downspouts.
2. Install screen over downspout openings.

E. Adjusting Defective Work:

1. Touch-up shop painted and primed finishes.
2. Apply sealant to perimeter of exterior wall and roof panel surfaces as directed by Project Manager.

F. Final Cleaning:

1. Sweep clean roof panels and gutters,
2. Wash exposed wall panels.

END OF SECTION

SECTION 15000  
MECHANICAL SPECIFICATIONS

SCOPE

Plans and specifications cover furnishing of all labor, materials, equipment, tools and apparatus necessary for and reasonably incidental to the installation of complete heating and waste systems as indicated on the drawings and/or as specified.

CODE

All work and materials shall be in full accordance with the latest rules and regulations of any state or local laws or ordinances or drawings and specifications when in excess of code requirements.

DRAWINGS AND SPECIFICATIONS

Drawings and specifications show the main points of installation capacity, and characteristics or equipment and installation. Items not indicated but required for complete operating system are to be of quality equal to those specified.

COORDINATION

All work shall be coordinated with other trades. Architectural, electrical, structural and any specialty drawings and specifications shall be reviewed to determine required coordination.

INSTALLATION

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

ELECTRICAL

All power wiring is specified and will be performed under another division of work. All low voltage and 120 V control wiring will be performed under this division of work.

RECORD DRAWINGS

A marked set of prints shall be maintained on the job site for the purpose of recording work of the mechanical contractor as actually installed.

FOUNDATIONS AND SUPPORTS

Supports for all apparatus to be furnished as specified, detailed and as required by the manufacturers of specific equipment.

CLEANING

All equipment piping shall be cleaned.

SECTION 15000  
MECHANICAL SPECIFICATIONS

GUARANTEE

Furnish written guarantee to owner, effective for a period of one year after date of job acceptance, covering all defects in materials and workmanship. The Contractor shall agree to remedy any defect by replacement of defective part without additional cost to Owner during the period of guarantee.

"PERMITS AND INSPECTIONS"

"CODES, ORDINANCES AND REGULATIONS" SECTIONS FROM DIVISION 16

UTILITY SERVICE

NATURAL GAS: Connect to existing systems.

TESTS

Test all systems in accordance with all codes with all codes with all tests prior to concealing or insulating any piping.

PIPING MATERIALS

- A. GENERAL: Provide piping materials as described for the following piping system.
- B. NATURAL GAS: Schedule 40 Black Steel Pipe with screwed on welded fittings.
- C. STORM DRAINAGE: Standard weight cast iron with no hub ends below grade. PVC-DW with solvent weld fittings above grade.

VALVES

- A. GENERAL: Provide valves at connections to all equipment.
- B. MANUFACTURERS: Jenkins, Crane, Powell or Nibco. Jenkins used for selection.
- C. TYPES: Ball Valves: Fig. 900-T

UNIT HEATERS

Install gas fired unit heaters and thermostats where shown on the drawings with connection to existing gas service and metalbestos type "B" gas vent with roof flashing and bird proof top.

Unit Heater: REZNOR Model XL 170-3-E, spark ignition.

AUTOMATIC FIRE SPRINKLER SYSTEM

- A. GENERAL: Provide fire sprinkler system as required with connection to existing system for the east and west walkways.
- B. PIPING: Piping shall be black steel pipe or steel tubing with flanged, screwed or mechanical joint fittings.
- C. SPRINKLER HEADS: Sprinkler heads shall be pendent type with brass finish.
- D. HEAD LOCATION: Sprinkler head location shall be coordinated with lights, unit heaters and other ceiling mounted appurtenances.

SECTION 16000  
ELECTIRCAL SPECIFICATIONS

GENERAL PROVISIONS

DRAWINGS

The drawings and specification are complimentary and what is called for by one shall be as binding as if called for by both. The drawings are diagrammatic. The exact routing of branch circuits and equipment locations of this work shall be the contractors responsibility.

SCOPE OF WORK

This work shall include furnishing all labor, materials, equipment and services to construct the complete electrical systems as shown on the drawings and/or specified herein.

DEFINITIONS

All references in this division of work identified as "contractor" shall mean electrical sub-contractor.

Where the words, "furnish, provide, or install" appear, the contractor will install, provide, wire and connect complete equipment unless otherwise noted.

Where the work "architect" is used it shall bear the meaning of the architect or his appointed representative.

VISITING SITE

Bidder shall visit site of proposed construction and verify or determine all the existing conditions that might affect this work.

COORDINATION OF WORK WITH OTHER CRAFTS

Coordinate with architectural and mechanical specifications and drawings for a complete installation.

Without additional charge, replace any work or material which develops defects, except from abuse, within one (1) year form owner acceptance.

APPROVALS AND SUBSTITUTIONS - See division 1 requirements.

SHOP DRAWINGS - See division 1 requirements

#### PERMITS AND INSPECTIONS

Obtain all necessary permits and inspections required by the governing authorities having jurisdiction over this work.

Furnish to owner a certificate of approval from the inspection authority at the completion of the work.

#### CODES, ORDINANCES AND REGULATIONS

The complete installation shall conform to all applicable federal, state and local codes, ordinances and regulations.

This work shall be completed in a neat, clean and workmanlike manner.

#### MATERIALS

All equipment installed shall be new and carry the UL label or approved in writing by the local inspection authority having jurisdiction. Provide metallic raceway system for all wiring unless otherwise noted.

#### LABELING

Clearly and properly label electrical equipment to indicate the loads served and/or the name of each item of equipment connected.

Provide typewritten branch panel schedules with protective, clear transparent covers, accurately accounting for each breaker installed, including spares and spaces. Schedules shall use the actual room designations assigned by name or number.

### BASIC MATERIAL AND METHODS

#### SUPPORTS AND ALIGNMENT

Each fastening device and support for all electrical equipment shall be capable of supporting not less than four (4) times its ultimate weight.

Install panels, and all equipment in this work level, plumb, and parallel with structural building lines.

#### RACEWAYS

Conduits embedded in concrete, below grade and exposed in wet or damp locations are to be made watertight.

Exposed conduit shall be run parallel to or right angle to structural building lines.

### RACEWAYS (Continued)

Conduits are to be securely supported and fastened at six (6) foot intervals. Conduit runs which are grouped together or larger than one (1) inch are to be supported from building structure by Kindorf or Unistrut steel channel.

Conduit shall be sized as shown. Where no size is indicated, conduit may be sized to the minimum N.E.C. permitted for the quantity of type T.W. conductors to be installed, table 3A. Minimum trade size of 1/2 inch.

### CONDUIT, BOXES AND FITTINGS

E.M.T. may be used in all areas approved by code.

All conduits to be cut square, reamed smooth with all fittings drawn up tight.

Flexible metal conduit will be jacketed type: in dry locations, no jacketed type.

### FITTINGS

E.M.T. and flex connectors shall be steel, with a plastic insulated throat.

E.M.T. coupling shall be steel and shall be suitable for intended usage.

### BOXES

Galvanized stamped steel with screw ears and knock-out plugs, 4" W x 1 1/2 deep minimum. Square for junction and surface boxes, octagon for ceiling mounted lighting fixtures.

### CONDUCTOR AND SPLICES

All conductors shall be copper, stranded larger than no. 10. Insulation shall be THW, THHN, 600 volt. Conductors routed through continuous row fluorescent fixtures shall be rated for a minimum of 90 degrees C, and shall be rated as fixture wire.

Branch circuit splices: Scotch 3M, ideal wire nut or equivalent. Leave six (6) inch pigtail in all outlet and junction boxes.

### DEVICES

Devices shall be specification grade with special devices as noted. Device manufacturers shall be equivalent to the Hubbell numbers as listed below.

Single pole wall switches: 20 amp, 120/277 volt rated, Hubbell 1221 series.

DEVICES (Continued)

Duplex receptacles: 20 amp, 3 wire, 125 volt, Hubbell 5362 series.  
Finish as selected by architect.

CIRCUIT BREAKERS

Branch circuit protective devices shall be molded case, thermal-magnetic type. The operating mechanism shall be quick make-quick break action with positive handle position. Circuit breakers controlling lighting will be switched rated.

Two and three pole circuit breakers shall be common-trip.

Circuit breakers shall have a minimum short-circuit rating of 10,000 A.I.C. at 240 volt.

GROUNDING

All feeder and service raceways shall be grounded.

The grounded neutral of the secondary distribution system shall be supplemented by an equipment grounding system to properly safeguard the equipment and personnel. The equipment grounding system shall be installed so all metallic structures, enclosures, raceways, junction boxes, outlet boxes, cabinets, machine frames, portable equipment and other conductive items in close proximity with the electrical circuits operate continuously at ground potential and provide a low impedance path for possible ground currents. The system shall comply with the national electrical code.

LIGHTING FIXTURES AND LAMPS

The lighting system shall include all fixtures, outlets lamps and supporting devices required for the purpose intended.

Outlet symbols on the drawing without a type designation shall have a fixture type the same as those used in similar or like locations.

Ballasts for fluorescent fixtures shall be high power factor, rapid start premium type or special types as required by the fixtures and lamps specified,

Lamp guarantee is from date of owner final acceptance: thirty (30) days for incandescent lamps and one (1) year for fluorescent lamps. Labor for lamp installation shall be provided to replace lamps for thirty (30) days after final acceptance.

Contractor shall verify ceiling construction, and all other construction details prior to release of fixtures for shipment.

Lamps are to be energy efficient rapid start. Minimum lamp output 2800 lumens, cool white fluorescent.

FIXTURE SHCHEDULE

TYPE "A": Lithonia HI-TEK Wall-Pak TWH 175M  
175 Watt metal halide lamp, 240 Volt

TYPE "B": Sure-Lite LM-1 6 volt surface mount emergency light,  
lead calcium battery, (2) PAR 36 lamps.

TYPE "C": Illuminated Exit Sign with battery pack,  
Surelight Series UN, wall mount.

TYPE "D": Lithonia fluorescent strip fixture 8TC 140,  
(2) 40 Watt fluorescent tubes, rapid start  
ballast, 120 Volt.

SMOKE DETECTORS/ELECTROMAGNETIC HOLDERS

Provide a complete electromagnetic door holder system at doors indicated on plans. Electromagnets to disengage from doors upon interruption of circuit initiated by photo electric smoke detector with heat sensor or by interruption of power supply. Smoke detector location within 20 lineal feet vertical of doors to be verified with Project Manager.

See also Section 08710 Finish Hardware for Product Description.

END OF SECTION

TO: The Portland Business Today/DJC

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

**MULTNOMAH COUNTY**

**COURTHOUSE DOORS**

Bids Due December 6, 1988 at 2:00 P.M.  
Bid No. B61-100-3215

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

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

**PREBID CONFERENCE: MANDATORY** - November 23, 1988, 10:00 am, 1021 SW 4th Avenue, Courthouse, Portland, Oregon.

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

**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 17, 1988

T0: The Scanner

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

**MULTNOMAH COUNTY**

**COURTHOUSE DOORS**

Bids Due December 6, 1988 at 2:00 P.M.  
Bid No. B61-100-3215

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**PREBID CONFERENCE: MANDATORY** - November 23, 1988, 10:00 am, 1021 SW 4th Avenue, Courthouse, Portland, Oregon.

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LILLIE WALKER, DIRECTOR  
PURCHASING SECTION

Publish Week of November 21, 1988

TO: The Portland Observer

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

**MULTNOMAH COUNTY**

**COURTHOUSE DOORS**

Bids Due December 6, 1988 at 2:00 P.M.  
Bid No. B61-100-3215

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replacement of exterior doors on the courthouse.

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**PREBID CONFERENCE: MANDATORY** - November 23, 1988, 10:00 am, 1021 SW 4th Avenue, Courthouse, Portland, Oregon.

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

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

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

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

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

LILLIE WALKER, DIRECTOR  
PURCHASING SECTION

Publish Week of November 21, 1988

PROJECT NUMBER CH 8801  
PROJECT Courthouse Wood Doors  
LOCATION 1021 S.W. 4th  
KIND OF WORK Carpentry  
SUBMITTED BY Facilities Management  
BID NUMBER B61-100-3215  
BID ADVERTISEMENT DATES November 17, 1988  
BID OPENING DATE December 6, 1988

**BIDDING PAGES FOR CONSTRUCTION**



**MULTNOMAH  
COUNTY**

DEPARTMENT OF ENVIRONMENTAL SERVICES  
FACILITIES AND PROPERTY MANAGEMENT DIVISION

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

(503) 248-3322

BIDDER'S NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
\_\_\_\_\_  
TELEPHONE NUMBER \_\_\_\_\_

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

## BIDDING PAGES FOR CONSTRUCTION

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

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

### Instructions to Bidders

**Section 00100 Bid Form:**

Complete form and sign where indicated.  
See Section 00200, Article 4.

**Section 00130 Bid Bond:**

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

**Section 00160 MBE/WBE  
Utilization Form:**

This form will only be included if there is a requirement for MBE and/or WBE participation on this Bid. Fill out the form completely to be eligible for bidding. See Sections 00050 "Invitation to Bid" and 00800 "Supplementary Conditions" in the Project Manual.

**Section 00170 Bidder  
Residency Statement:**

This form must be completed and signed to be eligible for bidding.

**Return Envelope:**

Submit these Bidding Pages in the sealed envelope before the deadline given in the Project Manual.

SECTION 00100 BID FORM

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

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

Date _____	Number _____
Date _____	Number _____
Date _____	Number _____
Date _____	Number _____

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

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

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

**BASIC BID:** East Interior & Exterior Doors

\_\_\_\_\_ \$ \_\_\_\_\_

**ALTERNATES:**

Additive 1: S.W. Exterior Doors:

\_\_\_\_\_ \$ \_\_\_\_\_

Additive 2: N.W. Exterior Doors:

\_\_\_\_\_ \$ \_\_\_\_\_

**TOTAL:**

\_\_\_\_\_ \$ \_\_\_\_\_

This Work must be completed within 150 calendar days from the time the Notice to Proceed is given by the Owner.

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

Accompanying this proposal is \_\_\_\_\_  
("Bidder's Bond", "Cash", or "Certified Check")  
in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_),  
which amount is not less than ten (10) percent of the total amount of the bid.

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

entitled:

\_\_\_\_\_  
Name

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

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

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

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

NAME	ADDRESS
_____	_____
_____	_____
_____	_____
_____	_____

Signature of Bidder:

\_\_\_\_\_

Name

\_\_\_\_\_

Title

\_\_\_\_\_

Date

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

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

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

Address \_\_\_\_\_

## SECTION 00130

## BID BOND

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

\_\_\_\_\_ as principal and the corporation  
duly organized under the laws of the State of \_\_\_\_\_ having its  
principal place of business at \_\_\_\_\_ in the

State of \_\_\_\_\_, and authorized to do business in the State  
of Oregon, as surety, are held and firmly bound unto the County of Multnomah for  
payment as liquidated damages in the amount of ten (10) percent of the total  
amount of the bid of said principal for the work hereinafter described, for the  
payment of which, well and truly to be made, we bind ourselves, our heirs, exe-  
cutors, administrators and assigns and successors and assigns, firmly by the  
presents.

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

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

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

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

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

\_\_\_\_\_  
Principal

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

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

\_\_\_\_\_  
Surety

## SECTION 00170

## BIDDER RESIDENCY STATEMENT

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

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

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

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

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

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

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

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

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

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

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

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

PROJECT NUMBER CH 8801  
PROJECT Courthouse Wood Doors  
LOCATION 1021 S.W. 4th  
KIND OF WORK Carpentry  
SUBMITTED BY Facilities Management  
BID NUMBER B61-100-3215  
BID ADVERTISEMENT DATES November 17, 1988  
BID OPENING DATE December 6, 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. CH 8801

ARCHITECTS:

James Hagerman  
620 SW Fifth Ave. - Ste. 1122  
Portland, OR 97204  
(503) 273-0188

STRUCTURAL ENGINEERS:

MECHANICAL ENGINEERS:

ELECTRICAL ENGINEERS:

PROJECT MANAGER:

Randall C. Shannon  
Facilities Management  
2505 S.E. 11th  
Portland, OR 97202  
(503) 248-3322

PURCHASING DIRECTOR:

Lillie M. Walker  
Purchasing Section  
2505 S.E. 11th  
Portland, OR 97202  
(503) 248-5111



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**DIVISION 0**  
**SECTION 00050      INVITATION TO BID**

Prospective bidders are invited to submit sealed bids for a General Contract with Multnomah County to perform work. The specific work is briefly described in Section 01010 "Summary of Work" and described in detail throughout the Project Manual and Drawings (if drawings are used).

**BID DOCUMENTS**

The Bid Documents (Bidding Pages, Project Manual, and Drawings) may be examined and copies may be obtained from the:

Multnomah County Purchasing Section  
2505 S.E. 11th Avenue  
Portland, Oregon 97202

**BID SUBMITTAL**

Sealed bids, prepared according to the following Section "Instructions to Bidders," should be addressed and submitted to:

Purchasing Director  
Multnomah County Purchasing Section  
2505 S.E. 11th Avenue  
Portland, Oregon 97202

The Purchasing Director will receive sealed bids until exactly 2:00 p.m. on December 6, 1988, at the Purchasing Section. Bids received after that time will not be accepted. Bids will be opened publicly and read aloud.

<p><b>FAILURE TO MEET ANY OF THE REQUIREMENTS BELOW WILL BE SUFFICIENT JUSTIFICATION TO REJECT A BID.</b></p>
---

**MANDATORY BIDDING REQUIREMENTS**

Bidders are required to attend a prebid conference on November 23, 1988, at 10:00 a.m., at the Multnomah County Courthouse, 1021 S.W. Fourth Avenue. Attendance is mandatory for bid eligibility. Participants will be required to sign an attendance roster to document participation in conference.

Bids must be on a single fixed price basis (see "Bidding Pages", Section 00100 "Bid Form").

Bidders must submit written bids on the Bid Form included in the Part I Bidding Pages. Fill in all blank spaces to demonstrate apparent intent to comply. Submit only Part I. The Project Manual (Part II) does not need to be returned with the Bidding Pages.

**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)

2 \_\_\_\_\_ 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

\_\_\_\_\_

**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.

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.

STANDARD FORM - 257 (Aug. 1976) As prescribed by the Dept. of Labor (OPCCP)		MONTHLY EMPLOYMENT UTILIZATION REPORT (See reverse for instructions)				Reporting Period (Month, Year)				
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. % mino- rity w/h of total w/h	5. Total number of minority Employ- ees	6. Total number of Emplay- ees
		Classi- fics- tions	a. Total	b. * Black	c. * His- panic	d. * Amer. Indian	e. * Asian/ Pacific Island			
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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.

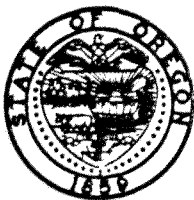
\*Minority is defined as including blacks, Hispanics, American Indians, and Asian and Pacific Islanders, both men and women.

***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

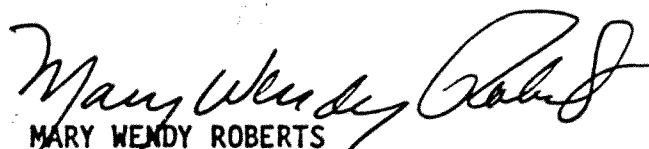
Mary Roberts, Commissioner

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
<b>ASBESTOS WORKERS</b>		
Including insulation of piping and other mechanical surfaces.	\$15.40	\$3.78

<b>BOILERMAKERS</b>	19.67	4.50
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**BRICKLAYERS/Stonemasons**

Area 1	18.28	3.68
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Area 2	16.25	3.88
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**Area 1**

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

**Area 2**

Benton	Douglas	Josephine	Linn
Crook	Grant	Klamath	Malheur (c)
Coos	Harney	Lake	Wasco (d)
Curry	Jackson	Lane	Wheeler
Deschutes	Jefferson	Lincoln	

- a) North half  
b) North of the City of Maupin  
c) South half  
d) Including the City of Maupin and South thereof

**CARPENTERS (see page 11)**

**CEMENT MASONS (see page 11)**

**DIVERS & DIVERS' TENDERS**

o Divers	42.96	3.67
o Divers' Tenders	18.86	3.67

Depth Pay and Enclosure Pay are added to the Divers' Basic Hourly Rate to obtain the Total Hourly Rate for the diver.

BASIC HOURLY + RATE	HOURLY DEPTH PAY	HOURLY ENCLOSURE PAY	DIVERS' TOTAL HOURLY PAY
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**o Divers' Depth Pay**

Depth of Dive	Hourly Depth Pay
50-100 ft	$[(\text{total ft} - 50) \times \$1.00]/\text{hr.}$
100-150 ft	$\$50 + [(\text{total ft} - 100) \times \$1.50]/\text{hr.}$
150-200 ft	$\$125 + [(\text{total ft} - 150) \times \$2.00]/\text{hr.}$

**o Divers' Enclosure Pay(working without vertical escape)**

Distance Travelled In the Enclosure	Hourly Enclosure Pay
5 - 50 ft	\$ .50/hr
50 - 100 ft	\$ .63/hr
100 - 150 ft	\$ 2.13/hr
150 - 200 ft	\$ 4.63/hr
200 - 300 ft	$\$4.63 + [(\text{total ft} - 200) \times \$0.05]/\text{hr}$
300 - 450 ft	$\$9.63 + [(\text{total ft} - 300) \times \$0.10]/\text{hr}$
450 - 600 ft	$\$24.63 + [(\text{total ft} - 450) \times \$0.20]/\text{hr}$

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
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**DREDGING**

o Leverman-Hydraulic	19.49	4.67
o Leverman-Dipper	20.27	4.67
o Asst. Engineer (including: Watch Engineer, Welder, Mechanic, Machinist)	18.88	4.67
o Tenderman (Boatman, Attending Dredge Plan); Fireman	18.43	4.67
o Assistant Mate (Deckhand); Oiler	18.04	4.67

**DRYWALL/WETWALL**

o Drywall (Accoustical and Drywall Applicator)	15.95	4.02
o Wetwall (Lather)	15.10	4.87

**ELECTRICIANS**

**Area 1:**

o Electricians	16.33	3.15
o Cable Splicers	17.96	3.22

**Area 2:**

o Electricians	20.71	5.63
o Cable Splicers	21.75	5.66

**Area 3:**

o Electricians	16.50	4.94
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**Area 4:**

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

o Electricians	17.10	3.03
o Cable Splicer	18.81	3.08

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

o Electricians	17.95	3.06
o Cable Splicer	19.75	3.11

**Area 5:**

o Electricians	19.80	4.29
o Cable Splicers	20.55	4.32

**Area 6:**

o Electricians	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	Union	Curry
	Grant	Wallowa	Lincoln
	Morrow	Wheeler	Douglas (a)
			Lane (a)

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS	TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
<u>ELECTRICIANS (continued)</u>			<u>LABORERS (see page 11)</u>		
<u>Area 4</u>	<u>Area 5</u>	<u>Area 6</u>	<u>LIMITED ENERGY ELECTRICIANS</u>		
Benton	Clackamas	Harney	May only be used for electrical work not exceeding 100 va:		
Crook	Clatsop	Jackson	Area 1	9.50	2.28
Deschutes	Columbia	Josephine	Area 2	9.95	1.53
Jefferson	Hood River	Klamath	Area 3	9.44	2.00
Lane (b)	Multnomah	Lake	Area 4	9.69	2.14
Linn	Sherman	Douglas (b)	Area 5	10.57	2.17
Marion	Tillamook		Area 6	9.55	2.28
Polk	Wasco		Area 7	9.88	1.77
Yamhill(c)	Washington		Area 8	9.40	2.18
	Yamhill (d)		Area 9	9.92	1.70
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			Area 10	9.81	1.59
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			Area 11	10.65	1.66
c) South half			Area 12	12.78	1.69
d) North half			Area 13	10.79	2.04
			Area 14	10.54	1.84
<u>ELEVATOR CONSTRUCTORS</u>			Area 1	Clatsop, Columbia, Tillamook	
<u>Area 1</u>			Area 2	Clackamas, Multnomah, Washington	
o Mechanic	18.88	4.33 + a	Area 3	Marion, Polk, Yamhill	
o Helper	13.22	4.33 + a	Area 4	Benton, Lincoln, Linn	
o Probationary Helper	9.44	-	Area 5	Lane	
<u>Area 2</u>			Area 6	Douglas	
o Mechanic	19.45	3.88 + a	Area 7	Coos, Curry	
o Helper	13.62	3.88 + a	Area 8	Jackson, Josephine	
o Probationary Helper	9.73	-	Area 9	Hood River, Sherman, Wasco	
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 10	Crook, Deschutes, Jefferson	
<u>Area 1</u>		<u>Area 2</u>	Area 11	Klamath, Lake	
Umatilla		All	Area 12	Gilliam, Grant, Morrow, Umatilla, Wheeler	
Wallowa		Remaining	Area 13	Baker, Union, Wallowa	
Union		Counties	Area 14	Harney, Malheur	
Baker			<u>LINE CONSTRUCTION</u>		
<u>GLAZIERS</u>			<u>Area 1</u>		
Area 1	17.77	3.08	Zone 1 (Base Rate):		
Area 2	13.76	1.72	o Group 1	21.68	4.31
<u>Area 1</u>		<u>Area 2</u>	o Group 2	19.59	4.24
All Counties except Malheur		Malheur	o Group 3	15.35	4.09
<u>IRONWORKERS</u>			o Group 4	16.89	3.34
o Structural, Reinforcing, Ornamental, Riggers, Fence Erectors, Signal Men	18.26	5.81	o Group 5	14.78	3.27
			o Group 6	13.90	3.24
			Zone Differential (Add to Zone 1 Rate)		
			Zone 2	2.40	
			Zone 3	3.15	
			Zone 4	3.90	
			Zone 5	5.15	
			Group 3 receives Zone 1 Rate ONLY		
			(No Zone Differential)		
			<u>Area 2:</u>		
			o Cable Splicers	18.06	2.88
			o Journeyman Lineman	16.42	2.82
			o Line Equip. Mech. (Right-of-way)	15.55	2.79
			o Line Equip. Oper.	14.81	2.77
			o Line Equip. Srvman	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
<u>Zone 3:</u>	20 to 35 miles radius		Coos	Harney	Linn (b)	remaining
<u>Zone 4:</u>	35 to 50 miles radius		Crook	Jefferson	Wasco (b)	counties
<u>Zone 5:</u>	Over 50 miles radius		Curry	Klamath (a)	Wheeler (b)	
			Douglas	Lane		
			a) Northern one-third      b) South half			
<u>Group 1</u>			<u>PLUMBERS &amp; STEAMFITTERS/PIPEFITTERS</u>			
<u>Group 2</u>			Area 1 (Both)	19.08	4.85	
Cable Splicers		Certified Lineman Welder	Area 2 (Both)	21.75	4.91	
Leadman Pole		Heavy Line Equipment Man	Area 3 (Both)			
Sprayer		Lineman	-on projects less than 20,000 sq. ft.			
		Pole Sprayer		13.70	3.13	
			-on all other projects			
				17.25	4.00	
<u>Group 3</u>	<u>Group 4</u>		<u>Area 1</u>	<u>Area 2</u>	<u>Area 3</u>	
Tree Trimmer		Line Equipment Man	Baker	Grant (b)	All remaining counties	
<u>Group 5</u>	<u>Group 6</u>		Harney (a)	Morrow		
Head Groundman		Groundman	Malheur	Umatilla		
Jackhammer Man				Wallowa		
Powderman				Union		
			a) Except Northwest Portion			
			b) Except Southwest Corner			
<u>Area 2</u> Malheur County			<u>POWER EQUIPMENT OPERATORS</u> (see page 11)			
<u>MARBLE SETTERS</u> (Includes Granite)			<u>ROOFERS</u>			
Area 1	19.28	3.68	Area 1:			
<u>Area 1</u>			o Roofers	14.85	3.70	
Baker	Hood River	Sherman	o Handling coal tar pitch	16.34	3.70	
Clackamas	Malheur (a)	Tillamook				
Clatsop	Morrow	Union	Area 2:			
Columbia	Multnomah	Umatilla	o Roofers	14.75	2.22	
Gilliam		Yamhill (a)	o Application or removal of coal tar products	16.75	2.22	
a) North half			Area 3:			
b) North of the City of Maupin			o Roofers	13.05	2.70	
			(When working with coal tar, add \$1.50 for each hour of regular and overtime.)			
<u>PAINTERS &amp; DRYWALL TAPERS</u>			Area 4:			
Area 1			o Roofers(a)	14.75	3.10	
o Painter & Drywall Tapers	12.02	2.01	Area 5:			
Area 2			o Roofers(a)	17.38	2.55	
o Brush	13.21	3.26	(a) When working with Irritable Bituminous materials, add \$2.00 for each hour of regular and overtime.			
o Spray, sandblasting, other pressure blasting over 3000 psi, and steam cleaning	13.71	3.26	<u>Area 1</u>	<u>Area 1(cont)</u>	<u>Area 2</u>	<u>Area 2(cont)</u>
o Wall covering including: paper hanging, gilding, and mural painting	13.71	3.26	Baker	Multnomah	Benton	Klamath
o Bridges or Over 50'			Clackamas	Sherman	Coos	Lake
-Brush	13.96	3.26	Clatsop	Tillamook	Crook	Lane
-Spray	14.46	3.26	Columbia	Wasco	Curry	Lincoln
o Drywall Tapers	15.48	4.05	Jefferson	Washington	Deschutes	Linn
			Gilliam	Wheeler	Douglas	Marion
<u>Area 1</u>	<u>Area 2</u>		Grant		Harney	Polk
Malheur County	Remaining Counties		Hood River		Jackson	Yamhill
					Josephine	

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

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

Area 1	Building Trades Journeyman Architectural (a) Journeyman	16.90	4.51
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	Tillamook
Clackamas	Grant	Marion	Wasco
Clatsop	Harney	Multnomah	Washington
Columbia	Hood River	Polk	Wheeler
Crook	Jefferson	Sherman	Yamhill
Deschutes	Lincoln		

Area 2 Baker Malheur	Area 3 Morrow Umatilla Union Wallowa	Area 4 Coos Curry Lane (b)	Area 5 Douglas Klamath Lake Lane (c) Jackson Josephine
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a) Architectural work is a job-site exterior work only on gutters, downspouts, scuppers, conductor heads, flashing, metal roofing and siding, including job-site roll formed, decking, louvers, gravity type ventilators, fascia, soffits, window wall, column covers, pre-engineered metal buildings and sandwich type wall systems such as Alucobond, Robertson, Molenco or Inryco.

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

#### SOFT FLOOR LAYERS

Area 1	15.15	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

<u>SPRINKLER FITTERS</u>	20.30	3.75
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#### TENDERS TO MASON TRADES

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

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

	12.05	3.65
o All Other Work	14.05	3.65

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
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#### TENDERS TO PLASTERERS

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

12.05      3.65

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

13.56      3.65

#### TILE SETTERS

Area 1      17.10      3.55

Area 2      16.05      2.65

Area 1      Area 1(cont)      Area 2      Area 2(cont)

Baker	Polk	Benton	Josephine
Clackamas	Sherman	Coos	Klamath
Clatsop	Tillamook	Crook	Lake
Columbia	Umatilla	Curry	Lane
Gilliam	Union	Deschutes	Lincoln
Hood River	Wallowa	Douglas	Linn
Malheur(a)	Wasco (b)	Grant	Malheur (c)
Marion	Washington	Harney	Wasco (d)
Morrow	Yamhill	Jackson	Wheeler
Multnomah		Jefferson	

a) North half      c) South half  
b) North of Maupin      d) Maupin and south thereof

#### TILE & TERRAZZO HELPERS

Area 1      13.32      2.20

#### Area 1

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

a) North half      b) North of Maupin

#### TRUCK DRIVERS (see Page 11)

#### WELDERS; RIGGERS

Receive rate for craft performing operation to which welding and rigging are incidental.

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

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

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

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

ZONE RATES AND DESCRIPTIONS

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

(Add to Zone 1 Rate)

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

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

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

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

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

Zone 5: More than 80 miles.

Cities

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

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

LESS THAN  
100% 100%

Zone 1 (Base Rate):\*

o Group 1	14.54	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 Nozzlemans		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 Nozzlemans	Tugger Operator				
High Scalpers,	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 Engineer (c)	
Concrete Batch Plant Quality Control Operator	Slip Form Pumps, power driven hydraulic lifting device for concrete forms		Batch Plant and/or wet-mix (a)	Generator Operator	
Elevator Operator	Sweeper, Wayne type (b)		Belt Loader (b)		
Extrusion Machine	Tractor (c)		a) One and two drum		
Hoist, single drum	Trenching Machine (d)		b) Kolman and Ko Cal types		
Lime Spreading (a)	Wagner Pactor (e)		c) Plant, Crusher, Generator, Floating		
Power Jumbo, setting slip forms, etc. in tunnels.					
a) On job site					
b) Self-propelled on job site					
c) Rubber-tired 50 H.P. flywheel and under					
d) Maximum digging capacity 3 ft. depth					
e) Or similar type without blade					
<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)	
a) Clary, Johnson, Bidwell, Burgess, Bridges Deck or similar type			Chicago Boom (c)	Machine Tool Operator	
b) Mechanical Berm, Curb and/or Gutter			Compactor with Blade	Pipe Cleaning, Doping, Bending and wrapping Machines	
c) Rubber-tired type, 2 1/2 cu. yds. and under			Concrete Cooling Machine	Side-boom Cat	
d) Riding type			Crusher Plant Operator	Stationary Drag Scraper	
e) Self-propelled			Drill Cat Operator	Surface Heater and Planer	
			Drill Doctor	Tractor (g)	
			Drill Doctor (Bit Grinder)	Tractor (h)	
			Grizzly Crusher	Trench Machine (i)	
			a) 5 ton capacity or less		
			b) Or similar type crane-hoist		
			c) And similar types		
			d) All types		
			e) Track type 3/8 cu. yds.		
			f) Front end and overhead, 2 1/2 cu. yds. and under 4 cu. yds.		
			g) With boom attachments		
			h) Rubber-tired over 50 H.P. flywheel		
			i) Maximum digging capacity over 3 ft. depth		

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
<u>POWER EQUIPMENT OPERATORS (continued)</u>		
<u>Group 10</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	
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		
<u>Group 11</u>		
Clamshell, Hoe, etc. (a) Combination Guardrail Machines (b) Concrete Breaker Crane Operator (c)	Dragline Grade-Alls (a) Mixer Mobile Mucking Machine (tunnel) Shovel	
a) Under 1 cu. yd. b) i.e., Punch, Auger, etc. c) 25 tons and under		
<u>Group 12</u>		
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) 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 13</u>		
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) Externally controlled by electronic, mechanical hydraulic means b) Locomotive Crane, Gantry and Overhead c) 25 ton and over d) Over 25 ton and including 40 tons e) Operated by Tractor Operator, Sierra, Eculid, or similar f) Under 3 cu. yds. g) Derrick Barge, less than 30 ton h) Stiff Leg, Guy Derrick, or similar, 50 tons and over i) 1 cu. yd. and less than 3 cu. yds.		

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
<u>POWER EQUIPMENT OPERATORS (continued)</u>		
<u>Group 14</u>		
Rubber-tired Scraper (a) Tower Crane Operator		
a) With Tandem Scrapers, self-loading, Paddle Wheel, Auger type, finish and/or 2 or more units		
<u>Group 15</u>		
Loader, 4 cu. yds., but less than 6 cu. yds. Rock Hound Operator		
<u>Group 16</u>		
Autograder or "Trimmer" 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	
a) 25 tons and over b) Over 40 ton and including 100 ton c) 30 ton but less than 80 ton d) 6 cu. yds., but less than 12 cu. yds. e) With Tandem Scrapers, multi-engine f) 3 cu. yds., but less than 5 cu. yds. g) Quad-nine and similar h) Under 750 cu. yds. per hour		
<u>Group 17</u>		
Canal Trimmer Crane (a) Floating Crane (b)	Loader (c) Shovel, etc. (d) Whirley (e)	
a) Over 100 ton and including 200 ton b) Derrick Barge, 80 ton, but less than 150 ton c) 12 cu. yds. and over d) 5 cu. yds. and over e) Over 80 ton and including 150 ton		
<u>Group 18</u>		
Band Wagons (a) 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
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### TRUCK DRIVERS<sup>1</sup>

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

### Work

### Group

A-Frame or Hydra-lift Truck w/load bearing surface. . . . .	2
Battery Rebuilder . . . . .	1
Bus or Man-Haul Driver. . . . .	1
Concrete Buggies (Power operated) . . . . .	1
Drivers and Helpers handling Sacked Cement—add 15¢ per hour	
Dump Trucks, Side, End and Bottom Dumps, including Semi-Trucks and trains or combinations thereof:	
6 cu. yds. and under . . . . .	1
Over 6 cu. yds. and inc. 10 cu. yds. . . . .	3
Over 10 cu. yds. and inc. 20 cu. yds. . . . .	6
Over 20 cu. yds. and inc. 30 cu. yds. . . . .	7
Over 30 cu. yds. and inc. 40 cu. yds. . . . .	8
Over 40 cu. yds. and inc. 50 cu. yds. . . . .	9
Over 50 cu. yds. and inc. 60 cu. yds. . . . .	10
Over 60 cu. yds. and inc. 70 cu. yds. . . . .	11
Over 70 cu. yds. and inc. 80 cu. yds. . . . .	12
Over 80 cu. yds. and inc. 90 cu. yds. . . . .	13
Over 90 cu. yds. and inc. 100 cu. yds. . . . .	14
Dumpsters or Similar Equipment—all sizes . . . . .	5
Flaherty Spreader Driver or Leverman. . . . .	4
Lift Jitneys, Fork Lifts—all sizes—used in loading, unloading & transporting material on job site. . . . .	1
Loader and/or Leverman on Concrete Dry Batch Plant, manually operated. . . . .	1
Low Bed Equipment, Flat Bed Semi-Truck and Trailer or Doubles transporting equipment or wet or dry materials . . . . .	4
Lubrication Man, Fuel Truck Driver, Driver, Tireman, Wash Rack, Steam Cleaner or combination. . . . .	2

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
--------	-------------------------	--------------------

### TRUCK DRIVERS (Continued)

Lumber Carrier, Driver-Straddle Carrier—used in loading, unloading and transportation of material on job site. . . . .	4
Oil Distributor Driver or Leverman. . . . .	4
Pilot Car . . . . .	1
Slurry Truck Driver or Leverman . . . . .	3
Solo Flat Bed and Misc. Body Trucks—0-10 tons . . . . .	1
Transit Mix and Wet or Dry Mix Trucks:	
5 cu. yds. and under . . . . .	1
Over 5 cu. yds. and inc. 7 cu. yds. . . . .	5
Over 7 cu. yds. and inc. 9 cu. yds. . . . .	6
Over 9 cu. yds. and inc. 11 cu. yds. . . . .	7
Over 11 cu. yds. and inc. 13 cu. yds. . . . .	8
Over 13 cu. yds. and inc. 15 cu. yds. . . . .	9
Team Drivers. . . . .	2
Tireman, full-time basis. . . . .	3
Truck Helper. . . . .	1
Truck Mechanic—Welder—Body Repairman. . . . .	6
Truck Mechanic Helper . . . . .	1
Water Wagons (Rated Capacity) up to:	
1600 gallons . . . . .	1
1600 to 3000 gallons . . . . .	3
3000 to 5000 gallons . . . . .	4
5000 to 7000 gallons . . . . .	6
7000 to 10,000 gallons . . . . .	7
10,000 to 15,000 gallons . . . . .	8
Winch Truck—takes classification of truck on which winch is mounted	

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

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

Payroll and Certified Statement  
Form - For Use in Complying  
with ORS 279.354

[illegible]

# CERTIFIED STATEMENT

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

do hereby state:

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

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

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

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

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

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

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

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

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

FORM WH-38 (3/84)

(4) That:

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

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

(c) EXEMPTIONS

EXCEPTION (CRAFT)	EXPLANATION
REMARKS	

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

NAME AND TITLE

SIGNATURE

☐

Contractor

☐

Subcontractor

☐

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

(Name of State or Local Government Agency)

FUND:  
PROJECT NUMBER:

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

3. CONTRACT INFORMATION

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

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

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

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

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

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

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

FORM WH-81 (Rev. 6/88)

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

1. PRIME CONTRACTOR

Name ZAK CONSTRUCTION COMPANY

Address 1234 N.W. Camille Street

City, State, Zip Alexandra, OR 97201

Phone Number ( 503 ) 12-4567

2. CONTRACTING AGENCY

Name LOPEZ IRRIGATION DISTRICT

Address 1234 N.W. Shannon Court

City, State, Zip Jamestown, OR 97201

Phone Number ( 503 ) 987-6543

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

3. CONTRACT INFORMATION

A. Contract Name and Number:

Dam Repair 100-H

B. Location of work: Becca, Oregon

C. County: Malheur

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

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

100% State

F. Date Contract Awarded: July 16, 1985

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

FORM WH-81 (Rev. 6/88)

## SECTION 00900 - GENERAL CONDITIONS

### ARTICLE 1 DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE 2      PRELIMINARY MATTERS**

### **Copies of Documents:**

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

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

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

### **Starting the Project:**

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

### **Before Starting Construction:**

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

### **Preconstruction Conference:**

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

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

### **Intent:**

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

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

#### Reuse of Documents:

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

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

#### Availability of Lands:

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

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

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

### **Unforeseen Physical Conditions:**

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

### **Reference Points:**

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

## **ARTICLE 5 BONDS AND INSURANCE**

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

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

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

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

**Contractor's Liability Insurance:**

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

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

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

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

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

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

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

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

#### **Property Insurance:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **Labor, Materials and Equipment:**

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

#### **Equivalent Materials and Equipment:**

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

### Concerning Subcontractors:

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

### Patent Fees and Royalties:

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

#### Permits:

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

#### Laws and Regulations:

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

#### Taxes:

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

#### Use of Premises:

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

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

**Safety and Protection:**

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

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

Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any 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 constructing and installing wood doors on the Multnomah County Courthouse, as indicated on Drawings and specified herein.
- B. Additional requirements of all parties to the Contract:

**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 120 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.

## PART 1 - GENERAL

## 1.1 GENERAL REQUIREMENTS

- A. Description: Alternates indicated in Section 00100 BID FORM, include changes in Work as described by the Alternates listed in this Section.
- B. Referenced Sections: Specification Sections referenced in each Alternate contain pertinent requirements for materials and installation to achieve the Work described by each Alternate.
- C. Coordination: Coordinate related Work and modify surrounding Work as required to complete the Project under each alternate designated in the Owner-Contractor Agreement.

## 1.2 ALTERNATE NO. 1:

Add the exterior doors on the S.W. side of the Courthouse.

## 1.3 ALTERNATE NO. 2:

Add the exterior doors on the N.W. side of the Courthouse.

## **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 \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**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.

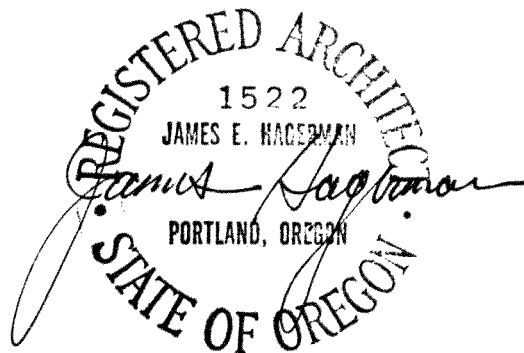
### 3.3 PAYMENTS AND RELEASE OF LIENS:

- 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.

SECTION 08214 GLASS PANEL WOOD DOORS



PART 1 - GENERAL

1.1 SUMMARY

- A. Scope
  - 1. Section includes fabrication and installation of custom glass panel, hardwood stile and rail exterior doors, with specified new and reused hardware.
- B. Quality Assurance
  - 1. The "Quality Standards" of the Architectural Woodwork Institute, latest edition, shall apply and by reference are hereby made a part of this specification. Any work found not meeting these standards will be rejected by the owner and replaced at no additional cost.
- C. Field Measurements
  - 1. Verify all dimensions in the field and indicate on shop drawing prior to fabrication of doors.

1.2 SUBMITTALS

- A. Office Samples
  - 1. Submit samples of factory finished wood for review by Architect.
  - 2. Shop Drawings: Submit four (4) sets of complete shop drawings for Architect's review. Obtain approval prior to fabrication of doors.

1.3 DELIVERY, STORAGE AND HANDLING

- A. Packing and Shipping
  - 1. Furnish wood doors with slip sheets, poly-wrapped or individually cartoned.
- B. Storage and Protection
  - 1. Comply with AWI, Section 1300-G-8, Paragraph A.
  - 2. Store wood doors in dry and heated interior space with humidity between 30 and 60 percent.
  - 3. Protect from exposure to moisture.

1.4 WORK CONDITIONS

- A. Multnomah County Courthouse is a public facility which will remain in operation at all times during normal business hours. The Contractor shall schedule and sequence his work such that a minimum of two exitways on the east side and one on the west side of the building will be operable and available to the public at all times. The Contractor will be responsible for maintaining

after hour closure at any of the effected openings when the work is not actively proceeding.

#### 1.5 WARRANTY

- A. Furnish a one year warranty on exterior stile and rail doors setting forth conditions and limitations. Doors shall remain free of excessive warp and original defects of construction. Replace failed doors at no cost to Owner.

### PART 2 - PRODUCTS

#### 2.1 MANUFACTURED UNITS

- A. Components
  - 1. Exposed Solid Wood Specie and Cut: White Oak, Rift Sawn.
  - 2. Adhesive: Type I, waterproof.
  - 3. Glass Panels: 1/4" thick, clear tempered float glass. Reuse of existing glass panels permitted if such glass is tempered and meets all "human impact" requirements of the Uniform Building Code, latest edition.

#### 2.2 FABRICATION

- A. Shop Assembly
  - 1. Comply with AWI, Architectural Woodwork Quality Standards, Sections 1400, for Premium Grade, solid stile and rail glass panel wood doors.
  - 2. Premachined and Factory finished.
  - 3. 6 inch wide stiles, top rails and 17 inch wide bottom rail.
  - 4. Mortised and tendon joints, set with Type 1 glue, Section. 1400-S-2.
  - 5. AWI, Premium Quality Grade.
  - 6. FHDA, N Quality Grade for transparent finish.
- B. Door Types
  - 1. Swinging glass panel doors: 2-1/4" and 1-3/4" thick white oak stiles, rails and applied stops.
- C. Transparent Shop Finish
  - 1. Preservative Treatment of doors required per AWI Section 100-S-4 prior to application of finish system.
  - 2. AWI Factory Finish System: Per Section 1500-S-4, No. 2, Lacquer Catalyzed.
  - 3. AWI Quality Grade: Premium.
  - 4. Stain: Medium, match existing oak finish work.
  - 5. Degree of Sheen: Satin, Medium Rubbed, 10 degrees to 20 degrees on 60 degree gloss meter.
  - 6. Effect: Closed Grain.

- D. Hardware: provide and install the following hardware or refinish existing as noted. Owner will supply stored original items for reuse on doors.

#### HARDWARE GROUP #1

2 ea.	Floor Closer	27 NHO-HD 180	611NL	RI
2 ea.	Pivot	M 19	611NL	RI
1 ea.	Threshold	Modify existing to resemble Pemko Type 13, as required.		
1 ea.	Cylinder	Owner Provided	612	CO
1 ea.	Exit Device	8827 EO	611NL	VD
1 ea.	Exit Device	8827 TL	611NL	VD
2 ea.	Overhead Stop	1-031 Series	611NL	RI
2 ea.	Pull & Plate	520 K x 16	611NL	CI
4 ea.	Kick Plates	K4BE, 12" x 1/2" LDW	611NL	

#### HARDWARE GROUP #2

Same as Group #1 above except provide (2) Exit Devices #8827 EO and install owner provided magnetic lock. All required new wiring and removal of existing wiring will be provided by the Owner.

#### HARDWARE GROUP #3

Same as group #1 above except provide (2) Exit Devices #8827 EO.

#### HARDWARE GROUP #4

3 Pair	Butts	Existing		
2 ea.	Exit Device	8827 EO	611NL	VD
4 ea.	Kick Plates	K4BE, 12" x 1/2" LWD		
2 ea.	Closer	4041 EDA	Paint	LCN
2 ea.	Pull & Plate	520 K x 16	611NL	CI
1 ea.	Magnetic Lock	Owner provided - install only, all wiring by Owner.		

#### HARDWARE GROUP #5

3 Pair	Butts	BB 5151-A-NRP, 5 x 5	624	LA
2 ea.	Exit Device	8827 EO	611NL	VD
2 ea.	Closer	4041 EDA	Paint	LCN
4 ea.	Kick Plates	K4BE, 12" x 1/2" LWD	611NL	

#### HARDWARE GROUP #6

2 ea.	Top Pivot	340	611NL	RI
2 ea.	Stop	1-031 Series	611NL	RI
2 ea.	Rebuild and refurbish existing floor Closers.			RI
	Refinish existing push/pull hardware ( Owner will supply stored items for reuse on doors).		611NL	
4 ea.	Kick Plates	K4BE, 9-1/2" x 1/2" LWD	611NL	

#### MANUFACTURERS:

##### SPECIFIED:

RI	Rixson
LA	Lawerence
CI	Cipco
VD	Von Duprin
LCN	LCN Corp.

##### APPROVED EQ:

None
None
None
None
None

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

##### A. Verification of Conditions:

1. Closely examine existing doors, frames and hardware. Verify condition of existing hardware for reuse.
2. Correct conditions detrimental to proper and timely completion of work.
3. Do not proceed until unsatisfactory conditions have been corrected.
4. Starting work constitutes acceptance of existing conditions.

#### 3.2 INSTALLATION

##### A. Requirements

1. Comply with AWI, Section 1300-G-8, Paragraph B.
2. Comply with building code and fire rating requirements.
3. Install door hardware as indicated above and required for complete installation.
4. Secure new door hinges to existing wood frames with extra length screws as required to achieve solid anchorage at doors reattached to existing frames.

### 3.3 ADJUSTING

#### A. Door Adjustments

1. Cut door bottom to clear floor finish where required by site conditions.
2. Refinish door bottom to match shop finish.
3. Sand scratches and touch-up door face and edges to match adjacent finish as directed by Architect.

#### B. Hardware Adjustments

1. Adjust operating door hardware for smooth operation.

### 3.4 CLEANING

#### A. Final Cleaning

1. Clean surfaces of doors, glass and door hardware.

TO: DAILY JOURNAL OF COMMERCE

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

MULTNOMAH COUNTY

Proposals Due: November 29, 1988 at 2:00 P.M.

Proposal No. RFP# 8P0563

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

An Architect-Engineer firm for a professional services contract for  
design of a major new public recreational boat launch facility.

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 17, 1988

REQUEST FOR PROPOSAL

RFP# 8P0563

ARCHITECT-ENGINEER CONTRACT

PHASE II BOAT LAUNCH FACILITIES

AT

NE 223rd Avenue, Multnomah County, Oregon

Columbia River Mile 118.5

For

Multnomah County, Oregon

Proposals must be received before 2:00 PM, Tuesday, November 29, 1988, in the Multnomah County Purchasing Section, 2505 SE 11th Ave., Portland, OR 97202. Four (4) copies of all written materials are required.

Applicants who request a clarification of the RFP requirements must submit questions in writing to Franna Ritz, Purchasing Section, 248-5111. Written questions must be received in Purchasing no later than five (5) working days prior to the scheduled RFP deadline. A response will be issued in the form of an addendum to the RFP by the Purchasing Section if a substantive clarification is in order.

STATEMENT OF WORK, ARCHITECT-ENGINEER CONTRACT  
PHASE II, PROPOSED BOAT LAUNCH, COLUMBIA RIVER MILE 118.5, MULTNOMAH COUNTY,  
OREGON

I. Scope

- A. Multnomah County, Oregon (hereinafter referred to as Owner) desires professional engineering services from an Architect-Engineer firm (hereinafter referred to as A-E) for design of proposed major boat launch facilities on the south shore of the Columbia River approximate river mile 118.5 west of 223rd Avenue NE. A-E to prepare final construction contract plans, specifications and cost estimates, complete and ready for Owner to solicit for construction bids.
- B. Surveying, layout staking, or materials quality control testing services are not to be performed by the A-E, but A-E shall incorporate language in specifications to require construction contractor to be responsible for this work.
- C. Construction management services may be added to this A-E contract prior to construction contract award, at the sole discretion of the Owner. This work is described as Additive Item Number 1 to this Statement of Work. All fees for Additive Item Number 1 will be negotiated at a later date prior to A-E contract extension to include this item.

II. Location

- A. A 67 acre parcel of land north of NE Marine Drive and west of NE 223rd Avenue, adjacent to Blue Lake County Park, abutting the south shore of the Columbia River at approximate river mile 118.5, Multnomah County, Oregon.

III. Work Summary

- A. Project includes a 2 lane asphalt access road plus bikeway, a 325+ car/trailer plus 50+ car only asphalt parking lot, excavation of a boat launch basin, channel riprap protection around basin side slopes, restrooms, utilities and entrance landscaping. Owner intends to award one contract to a general construction contractor.

IV. Work Not Included

- A. The following work is by others and not to be included or considered in the A-E contract:
  - 1. Major portions of the roadway and parking lot rough grading will be accomplished during Phase I (Mitigation) construction by others. As-built contours of the completed site grading will be available to the A-E.

2. Design contract plans, specifications, cost estimates of 6 lane concrete boat launch, piling, transient and boarding floats, by others.
3. Topographical and boundary surveys, Owner believes topographical and boundary surveys existing are adequate for final design purposes. Data will be available to A-E.
4. Geotechnical investigation. Owner believes existing reports are adequate for final design purposes. Reports will be available to A-E.

V. Work Included

A. The following work is to be included in the A-E contract:

1. Design of approach road, parking lot, bikeway, boat launch basin, entrance channel riprap slope protection for basin, culvert design, earthwork, site restoration, and landscaping.
2. Note that work includes design of a large diameter culvert in the Multnomah County Drainage District Outfall Channel under approximately 40 feet of roadway embankment.
3. Note that work includes excavation of boat launch basin, entrance channel, disposal of excavated materials, and all required slope protection.
4. Include design of water line extension to site, restroom design, design of sewage line extension and pump station, electric power to site, design parking lot lighting, restroom lights, and any other electrical or plumbing needs.
5. Write contract language to require construction contractor to be responsible for all required surveying (from existing project control points), layout staking, and materials quality control testing. Surveyor must be Registered Surveyor in State of Oregon. Materials Testing Laboratory shall be independent business not associated with contractor. It is anticipated testing requirements shall consist primarily of gradations, field and laboratory compacted densities, and concrete quality control tests.

VI. Basis of Payment

- A. Owner intends to award an A-E contract for a lump sum fixed price, which represents A-E's total compensation to accomplish all work as specified in the statement of work.
- B. Progress payments are available during execution of the A-E contract. A-E may present invoice to Owner at monthly intervals for percentage of work completed to date.

## VII. Schedule of Work

- A. Performance of work shall be completed within the number of days from A-E notice to proceed:

1.	Notice to Proceed	Performance time starts
2.	Preliminary Design	30 calendar days
3.	Owner's 25% review	8 calendar days
4.	Working drawing preparation	45 calendar days
5.	Owner's 75% review	7 calendar days
6.	Final design	30 calendar days
7.	Owner's final review	10 calendar days
8.	A-E final submittal, plans, technical specifications, bid schedule, engineer's cost estimate, ready to bid for construction by owner.	<u>10 calendar days</u>

Total A-E performance time 140 calendar days

## VIII. Design Guidelines

NOTE: This material is available for review at Multnomah County Park Services, 1620 SE 190th, Portland, Oregon.

- A. Construction work is intended to be in general conformance with "Standard Specifications for Highway Construction, Oregon Dept. of Transportation, 1984".
- B. Additional reference materials and guidelines will be made available for review by the A-E. They are:
1. Preliminary Land Use Study, Boat Launch Facility, August 12, 1987, J D Walsh & Associates, Inc.
  2. Proposed Boat Launch Facility Report 0-741.02, October 29, 1987, Kelly/Strazer Associates, Inc, Geotechnical Consultants.
  3. Geotechnical Studies For Final Wetlands Mitigation Plan, August 22, 1988. OTAK Consultants.
  4. Final Wetlands Mitigation Plan Hydrology Report, September 16, 1988, OTAK Consultants.
  5. As-built plans and specifications for Phase I (Mitigation) site-work contract. Phase I construction, Final Wetlands Mitigation Plan, October 1988, BEAK Consultants, OTAK Consultants, Geotechnical Resources, Inc.
  6. Topographical, Boundary, and Contour Maps of all work areas, scale 1" equals 50', contour interval 2 feet, September 1988, OTAK Consultants.
  7. Preliminary 1" = 50" Plan View Drawing of proposed facilities, Oregon State Marine Board, September, 1988.
  8. Layout and Design Guidelines for Recreational Boat Launching and Transient Tie Up Facilities, Oregon State Marine Board, June, 1988.

IX. Quality Standards

- A. Final drawings shall be drawing ink on mylar sheets, size 24"x36". Lettering may be by hand. All lettering on drawings shall be minimum of 1/8" high, simple block style, in preparation of one-half size reductions for final blue line bid copies.
- B. On all drawing plan views, North shall be up or to the right.
- C. Each drawing sheet shall show graphic scales.
- D. Complete horizontal alignment calculations shall be provided, to include coordinates of all control points. Information should be clear, concise, and ready to be staked in the field by a surveyor (provided by Owner) during the construction phase of the project. Use existing coordinates established for the property by previous surveys furnished by the Owner.

X. Submittals:

- A. A-E shall submit the following to the Owner, based on schedule of work, section VII.
  - 1. Preliminary 25% review - 3 copies each - blue-line prints, (layout, grades, sections, preliminary designs), preliminary engineer's cost estimate.
  - 2. Working drawing design - 3 copies each - blue-line prints (final plans 75% complete), outline specifications, revised preliminary engineer's cost estimate.
  - 3. Submittal for final review shall consist of blue-line drawings, technical specifications, bid schedule, engineers cost estimate, design analysis, calculations and computations. End product will be complete ready to bid except for addition of Owner's general contract requirements (boiler plate). Submit 3 copies of each.
  - 4. Following any revisions required by final review, submit 3 copies each revised final blue line drawings, technical specifications, bid schedule, engineer's cost estimate, design analysis. Also submit original mylars of drawings plus one-half scale photo-reduced mylars (size 12"x18") plus photo-ready copy of final technical specifications and bid schedule:

END OF A-E STATEMENT OF WORK

ADDITIVE ITEM NUMBER 1  
STATEMENT OF WORK FOR CONSTRUCTION INSPECTION CONTRACT FOR  
PHASE II, PROPOSED BOAT LAUNCH FACILITIES AT  
223RD AVENUE NE, MULTNOMAH COUNTY, OREGON AND COLUMBIA RIVER MILE 118.5  
FOR MULTNOMAH COUNTY, OREGON

ADDITIVE ITEM NUMBER 1, CONSTRUCTION PHASE

1. After formal award of construction contract by Multnomah County (referred to hereinafter as Owner), the Owner shall secure required bond(s) and certificates of insurance from the contractor. The Owner will issue to the successful contractor formal notices to proceed with the work.
2. During the progress of construction, the Architect-Engineer (referred to hereinafter as A-E) shall perform services including but not limited to:
  - a) Checking contractor's submittals of materials and equipment, and obtaining the Owner's concurrence in all approvals to be granted contractors.
  - b) Securing, analyzing and recommending disposition of proposals from the contractor for changes in the work and preparing change orders.
  - c) Based on the A-E's observations at the site and on the contractor's application for payment, the A-E shall determine the amount owing to the contractor and shall issue certificates of payment in such amounts. The issuance of a certificate of payment shall constitute a representation by the A-E to the Owner, based on the A-E's observations at the site, and on the data comprising the application for payment, that the work has progressed to the point indicated.

The A-E certifies that to the best of his knowledge, information and belief, the quality of the work is in accordance with the contract documents and to any specific qualifications stated in the certificate of payment. The A-E shall not be deemed to represent that he has made any examination to ascertain how and for what purpose the contract has used the monies paid on account of the contract sum.

- d) Obtaining and checking contractor's construction schedules, requesting compliance therewith, and promptly notifying Owner and contractor of non-compliance.

- e) The A-E shall establish with the Owner a mutually satisfactory schedule for the A-E to visit the project and submit reports on each visit. The A-E shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work. A-E shall visit site on a daily basis on all days contractor (or subcontractors) are working, and prepare daily inspection reports. Also prepare a weekly summary report of each week.
  - f) Preparing check lists of corrective items, making final inspections and certifying completion of the project and compliance with contract terms.
- 3. The A-E shall at all times endeavor to guard the Owner against defects and deficiencies in the work of the contractor. He shall promptly notify the Owner and contractor in the event the contractor fails to follow his instructions. The A-E shall have authority to reject work which does not conform to the contract documents. Whenever, the A-E considers it necessary or advisable to ensure the proper implementation of the intent of the contract documents, he shall have authority to require special inspection or testing of any work in accordance with the provisions of the contract documents whether or not such work be then fabricated, installed or completed.
  - 4. The A-E shall not take any actions which affect construction contract cost or performance time. Owner will issue such actions, after receipt of recommendations from the A-E.
  - 5. Layout surveying, materials quality control testing, and preparation of as-built drawings will not be part of the A-E's duties, but will be performed as part of the construction contract. A-E shall be responsible for securing all as-builds, warranties, copies of testing reports and submit same to Owner.

END OF ADDITIVE NUMBER 1

OREGON STATE MARINE BOARD  
SELECTION OF ARCHITECT-ENGINEER (A-E) CONSULTANTS

NOTE: Follow steps as outlined in OAR 734, Division 15, Selection of Consultants to the Oregon State Highway Division and established procedures.

Architect-Engineer (A-E) Selection Criteria

- A. Selection committee will comprise of three persons; Marine Board Staff Engineer and two members from the grant sponsor. Committee members to elect a chairperson. Each member shall independently rate each proposal and assess points as set forth herein.
- B. Point Value
- |        |     |   |
|--------|-----|---|
| 0 - 15 | (A) | Only those capable of doing the work will be among those selected.  |
| 0 - 15 | (B) | The consultant's key staff responsible for the work must be experienced in comparable areas of technology.  |
| 0 - 15 | (C) | The consultant must have specialized capabilities which are needed in the project.  |
| 0 - 15 | (D) | The consultant must have sufficient staff to complete the project within the allotted time.   |
| 0 - 15 | (E) | The consultant must have a good past history in:<br>(i) meeting schedules;<br>(ii) submitting good estimates;<br>(iii) quality of work;<br>(iv) cooperation;<br>(v) payment of bills. |
- 0 - 75 Points Total
- C. 5 Possible Bonus Points:
- Special consideration will be given to consultants who demonstrate a successful Affirmative Action Program.
- D. NOTE: All proposed projects must be reviewed for potential Minority Business Enterprise (MBE) participation. Sometimes due to lack of need for any A-E subcontractors, an A-E contract will not have MBE potential. In that event the goal for MBE will be expressed as a percent of total project dollars, and the requirements for MBE participation will be included in the construction contract portion of this contract.
- E. Select top three firms for interview by selection committee.

F. Architect-Engineer (A-E) Selection Committee Interview Questions

Points: Each question is worth 0 - 5 points. Total point value 0 - 25 points.

1. Why do you think your firm is uniquely well qualified for this particular project?
2. Describe your firm's current work load and explain how capacity exists to accomplish this project in a timely manner.
3. What key people from your firm will actually be assigned the task of project accomplishment, and what are their qualifications?
4. Describe the tools (computers, AutoCad, etc.) you have available and/or otherwise explain how your firm can accomplish the project in a professional, cost effective manner.
5. Describe some of your firm's most recent projects you feel are most similar to the required work. Discuss design process, bid results, success of completion relative to time and budget, and your assessment of when and why construction change orders are necessary.

Total Points 0 - 105

- G. Committee ranks firms and recommends top firm to grant sponsor for approval.
- H. Request firm cost proposal from top ranked firm.
- I. Committee begin negotiations with top ranked firm to establish a fixed contract price.
- J. Committee to recommend contract award by grant sponsor. Director of Marine Board will review selection process for conformance with Marine Board requirements.

TO: DAILY JOURNAL OF COMMERCE

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

MULTNOMAH COUNTY

Proposals Due: November 24, 1988 at 2:00 P.M.

Proposal No. NOI# 8S0435

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

Vendors interested in selling to Multnomah County Information

Services Division, an upgrade to a Xerox 9700 Laser Printer

Controller to a Model 9790 Controller. Offline Tape unit is not

required. For questions call Doug Fischer at 248-3749

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

Lillie M. Walker, Director  
Purchasing Section

PUBLISH: November 17, 1988



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF GENERAL SERVICES  
INFORMATION SERVICES DIVISION  
4747 EAST BURNSIDE  
PORTLAND, OREGON 97215  
(503) 248-3749

GLADYS McCOY  
COUNTY CHAIR OF THE BOARD

## MEMORANDUM

TO: Linda Alexander, Director  
Department of General Services

FROM: Jim Munz, Manager *JM*  
Information Services Division

SUBJECT: UPGRADE OF XEROX 9700 CONTROLLER TO 9790

DATE: October 18, 1988

In September, 1980, ISD installed a Xerox 9700 laser printer. This technology provides us with the capability of printing on both sides of cut sheet paper, printing logos, signatures, and other graphic reproductions and has become the primary method of providing computer output to end users.

Xerox has recently announced an upgrade to the 9700's controller. The mechanical printer portion of the machine remains unchanged but the control unit is replaced as a 9790 controller. This provides additional fonts and enhanced features for managing the queued output for the machine. To encourage customers to upgrade to the new 9790 controller, Xerox is offering a one-time enhanced trade-in credit that will expire October 31, 1988. This offer allows a \$237,000 trade-in credit on the old unit. Effective November 1, 1988, this credit will be reduced to \$96,000. Xerox is offering two carrots: increased function and a large trade-in credit through October 1988.

There is also a stick. Xerox 9700's with the old controllers pay a higher maintenance rate. Once a machine reaches 7 years, Xerox performs annual reviews of the machine and sets the annual maintenance rate based on the machine's condition. Usually this results in a 10% annual increase over the base maintenance rate. Because our controller is over 7 years old, the maintenance delta for our machine will be an additional \$800-\$1000. In other words, if we don't upgrade, our maintenance will be approximately \$1825-\$2025 more per month than if the controller is upgraded to a 9790.

The new unit will provide us improved function and cost avoidance; and I recommend that we upgrade our Xerox 9700 controller to a 9790. Because the new unit comes with a 90-day maintenance warranty, we will save enough on maintenance this FY to make the 6-month upgrade payments. Maintenance savings the following years will be sufficient to make succeeding annual payments.

XEROX UPGRADE  
October 18, 1988  
Page Two

The amount in the agreement of \$7,678.22 includes the cost for the 9790 upgrade and maintenance for the entire 9700 system.

If you have any questions I haven't covered, please call either Doug Fischer or I.

0848A/JM:DF:jl  
cc Mary Corral  
Doug Fischer

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

(For Clerk's Use)

Meeting Date 11/15/88

Agenda No. # 2

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: children's Mental Health Status/Policy

Informal Only\* 11-15-88  
(Date)

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

DEPARTMENT Human Services DIVISION Social Services

CONTACT Gary Smith/Dave Pump TELEPHONE 248-3691

\*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Gary Smith/ Dave Pump

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

To present the current status of children's mental health services within Multnomah County and request discussion on policy direction from the Board of Commissioners for future service priorities, including the pending request for funding proposals from the Robert Wood Johnson Foundation targeted at mental health services for youth.

(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 30 minutes

IMPACT:

PERSONNEL

☐ FISCAL/BUDGETARY

☐ - General Fund

Other \_\_\_\_\_

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: Duane Zussy (PC)

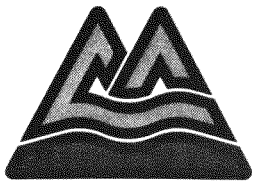
BUDGET / PERSONNEL /

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) \_\_\_\_\_

OTHER \_\_\_\_\_  
(Purchasing, Facilities Management, etc.)

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

BOARD OF  
COUNTY COMMISSIONERS  
1988 NOV - 8 PM 1:21  
MULTNOMAH COUNTY  
OREGON



# MULTNOMAH COUNTY OREGON

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

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

## MEMORANDUM

TO: Gladys McCoy, County Chair  
Gretchen Kafoury, Commissioner  
Pauline Anderson, Commissioner  
Caroline Miller, Commissioner  
Polly Casterline, Commissioner

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

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

DATE: November 4, 1988

SUBJECT: Children's Mental Health Policy and Robert Wood Johnson Grant

**ISSUE:** The Robert Wood Johnson Foundation has issued a Call for Proposals for mental health services programs for youth. The grant requires development of new financing capability and methods to provide a continuum of mental health services. It also requires a State-County partnership in the planning, development, and delivery of new services targeted to serve 1,000-2,000 youth with serious mental disorders. The State Mental Health Division has invited Multnomah County to participate in the grant application and, if successful, to provide these new services.

A \$100,000 grant is offered for one year of planning and development. Four year grants of up to \$2.4 million for implementation are potentially available. The first year grant requires no "hard" dollar match, however, the implementation grants require new service dollar matches of 30% in the first two year phase and 60% in the final two years.

The prospect of \$2.4 million worth of new mental health services for youth is enticing, however, the specifics of this particular offering raise several policy questions:

- ° Can Multnomah County expect the State to supply the necessary match of new service money?
- ° This grant finances services provided by the State Mental Health Division and Children's Service Division. Will it finance services to the children prioritized for Multnomah County General Fund?
- ° Is this grant compatible with the mission of the Multnomah County's MED Program Office?

**BACKGROUND:** The responsibility for planning, development, and provision (directly or by sub-contract) of mental health services to youth has been assigned to the Children's Clinical Services (CCS) section of the MED Program Office. The Children's Clinical Services section's Mission Statement is:

To promote an effective balanced system of care for Multnomah County's mentally and emotionally disturbed children, adolescents, and their families, who, without our intervention, otherwise would not have appropriate mental health services.

Towards this mission, CCS manages both Federal/State funds and County funds to provide a range of mental health services. Federal/State funds are primarily directed to out-patient services for Priority I youth. (Priority I youth are persons with a serious mental or emotional disorder who are at-risk of hospitalization or removal from home due to the disorder, or at risk of developing a mental or emotional disorder.) County funds are managed to enhance the capacity and variety of out-patient services, to provide early-intervention services to non-Priority I youth and to provide specialized programs for selected target populations.

We expect to present more detailed information about the mental health services available for youth in Multnomah County at the Informal session on November 15, 1988. The array of services, agencies funding and/or providing these services, and the gaps in a balanced system will be discussed.

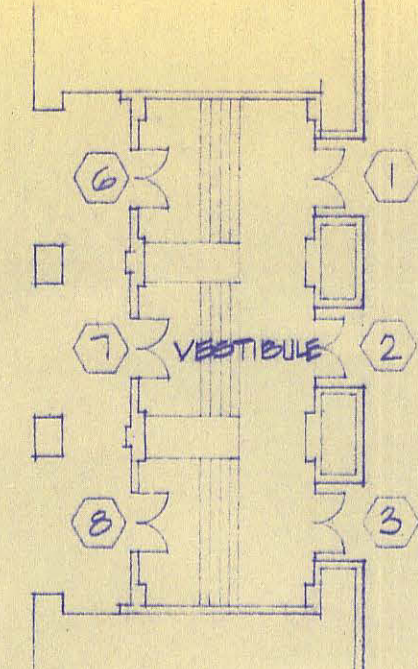
cc: Patrick Payton  
Dave Pump

ALTERNATE NO. TWO,  
DOOR WORK AS NOTED  
AND SPECIFIED

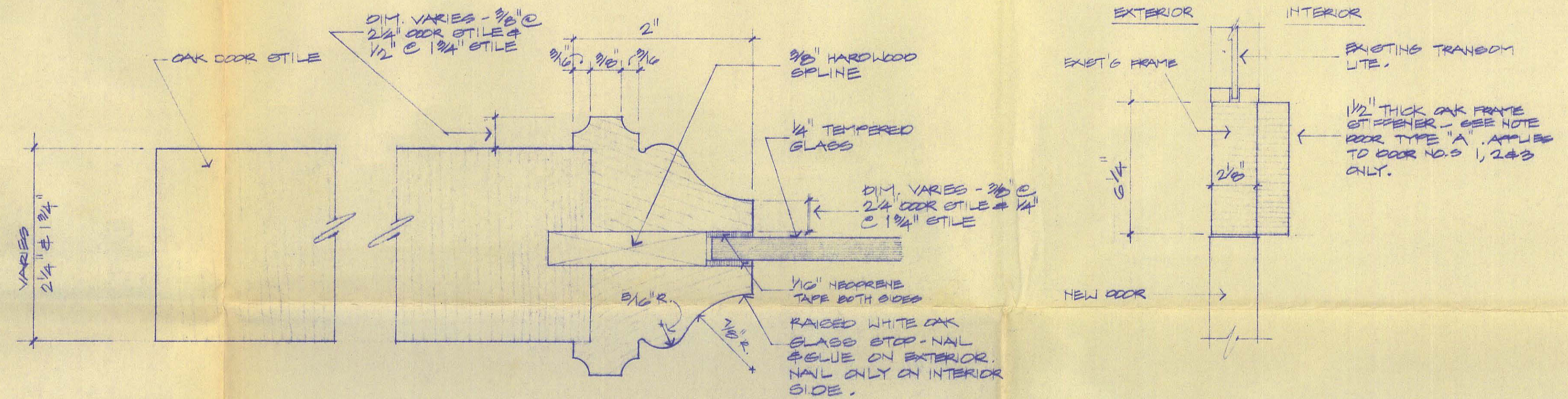
ALTERNATE NO. ONE,  
DOOR AND  
FRAME WORK AS  
NOTED & SPECIFIED

LAMP FRAMING ON ONE  
SIDE OF DOOR IS LOOSE.  
RE-ANCHOR TO CONCRETE  
W/ CONCEALED CLIP ANGLE  
OR 1/2" x 2" x 6" FLAT BAR  
SET IN DRILLED HOLE  
W/ EPOXY GROUT. LAG BOLT  
FES TO WOOD SUPPORT W/ (2)  
1/2" DIA. x 4" BOLTS. ALL WORK  
TO BE CONCEALED FROM VIEW.  
REINSTALL WOOD TRIM & MARBLE  
BASE TO EXISTING CONDITION.

MULTNOMAH COUNTY  
COURT HOUSE BLDG.

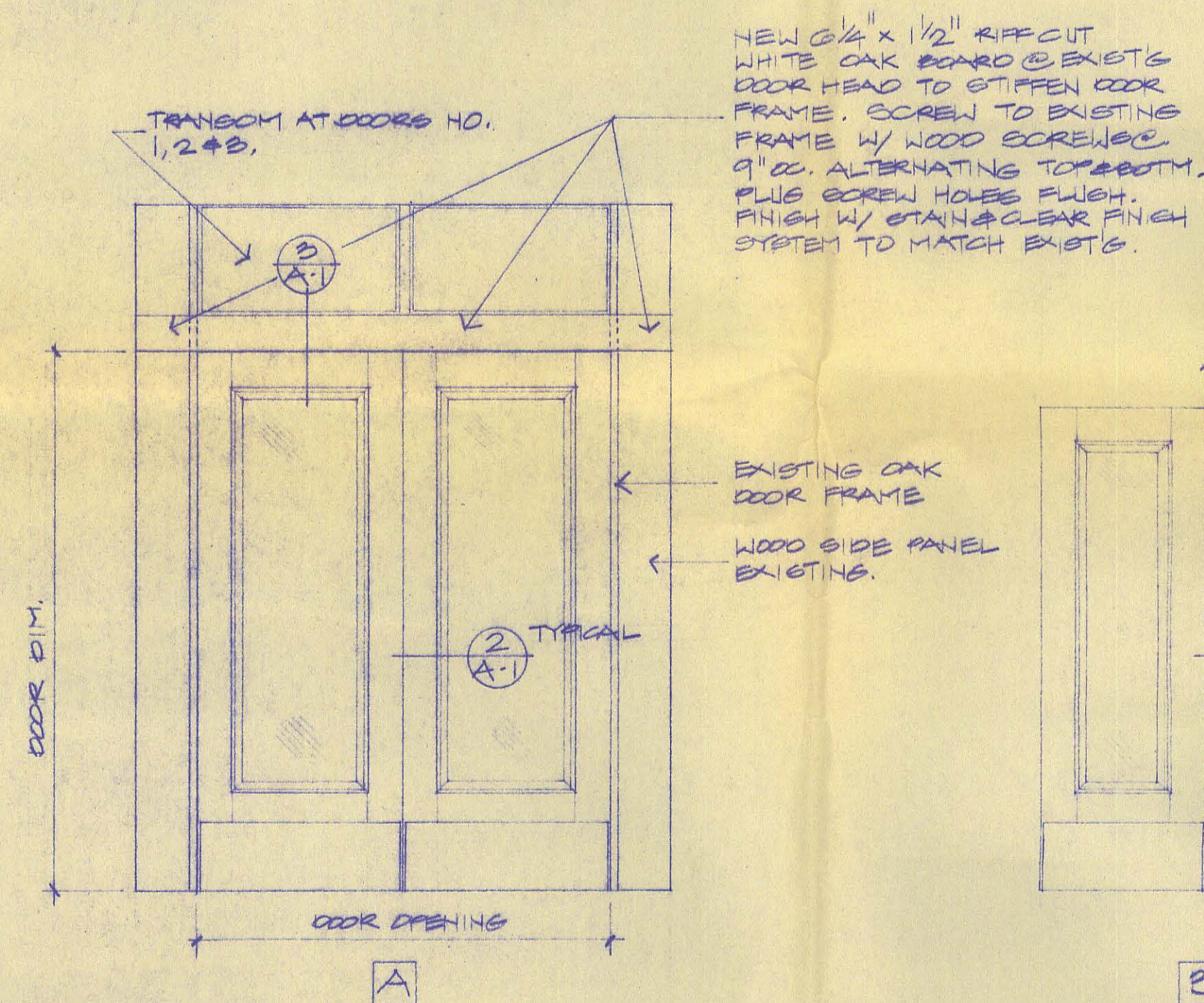


① PLAN - PARTIAL FIRST FLOOR  
1" = 20'-0"

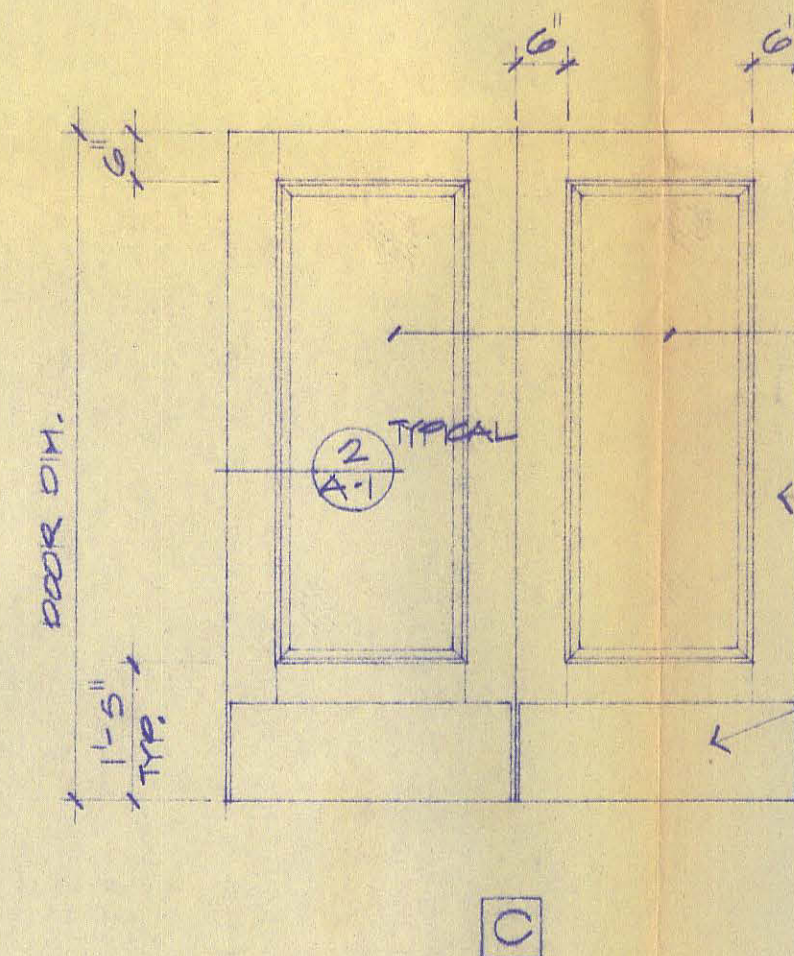
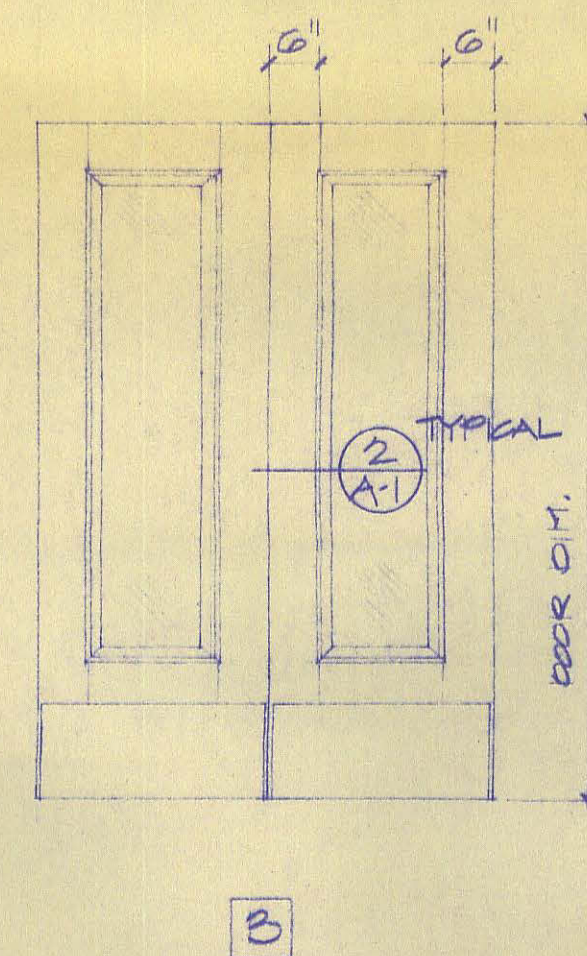


② RAISED GLASS STOP  
FULL SIZE

③ FRAME DETAIL  
3\"/>



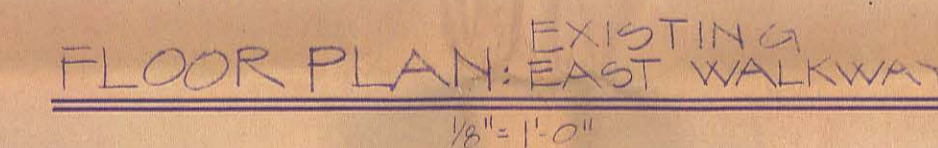
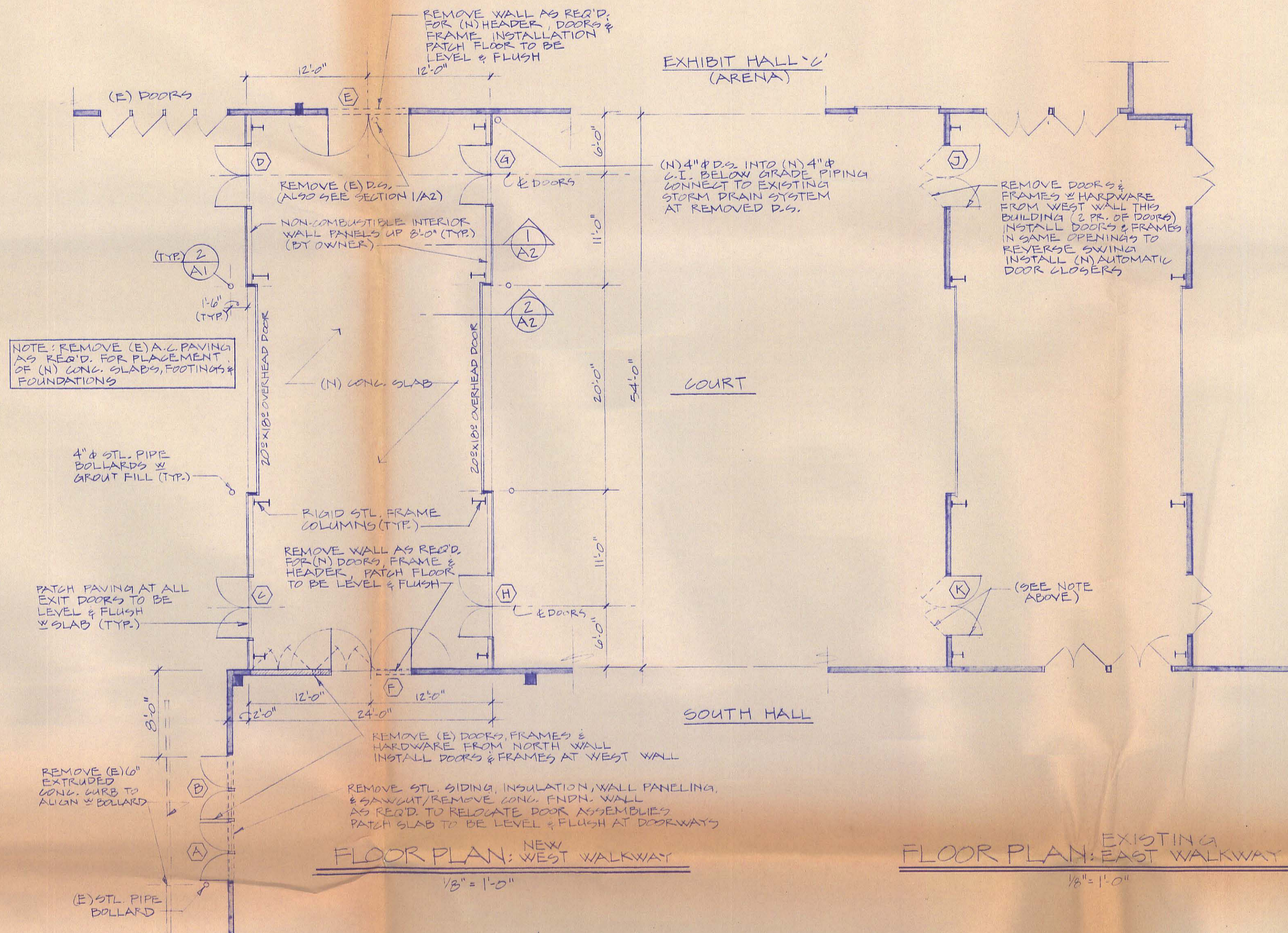
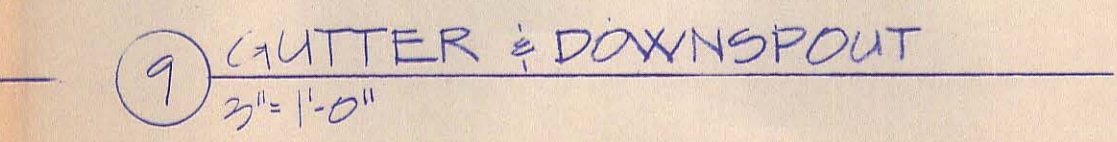
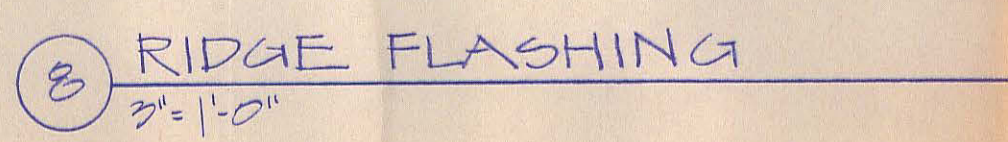
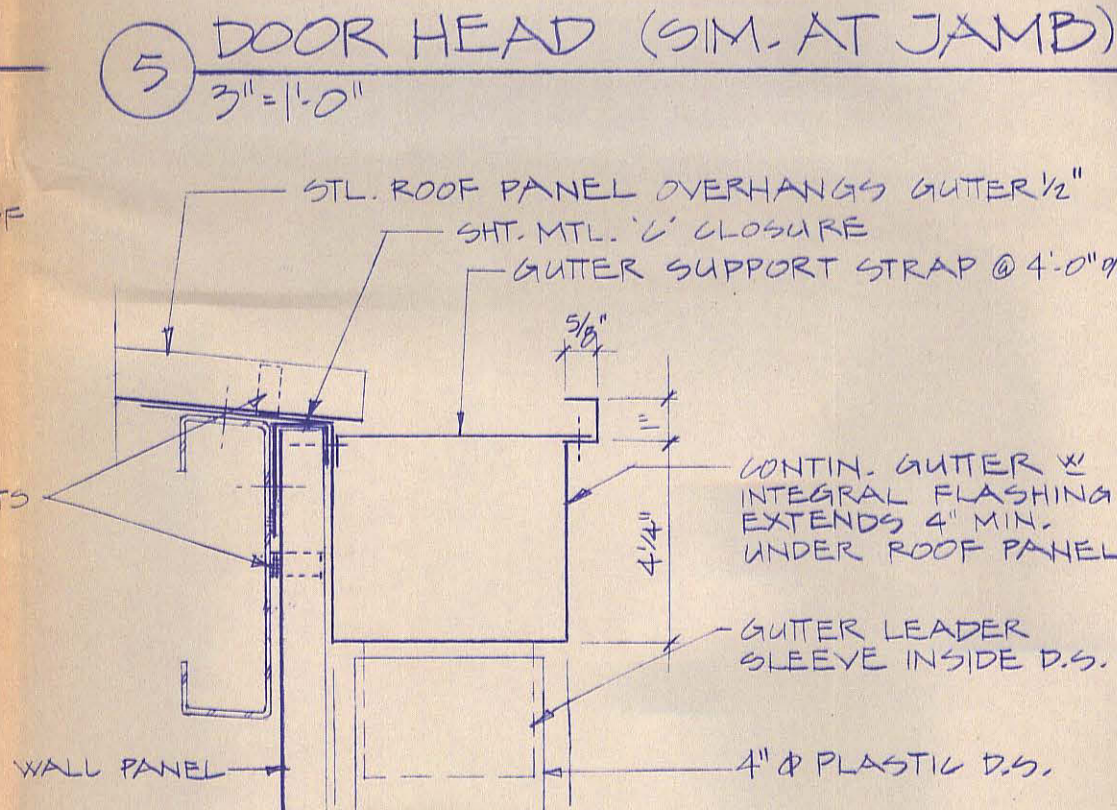
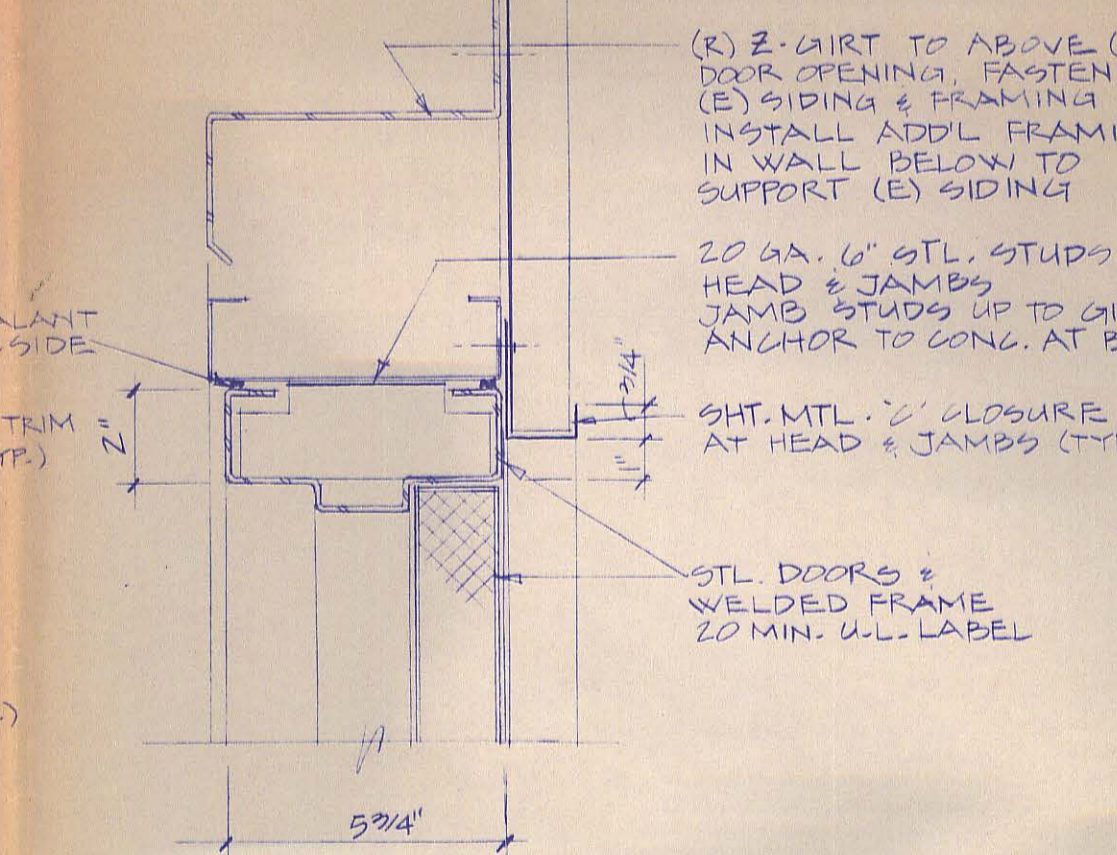
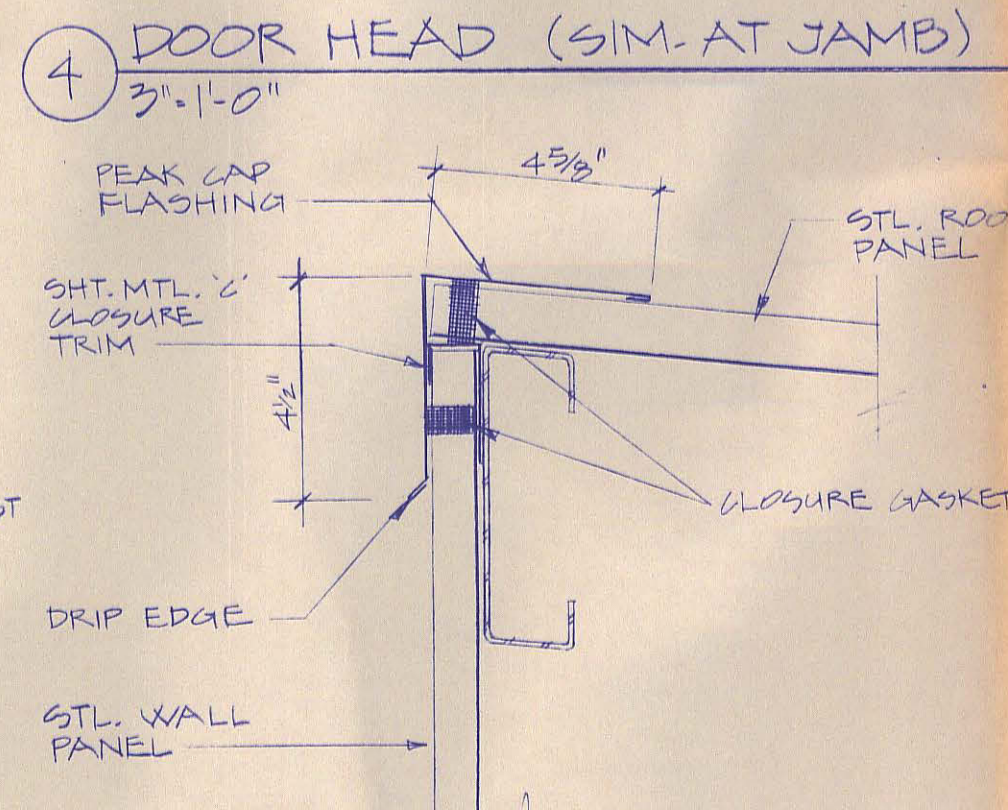
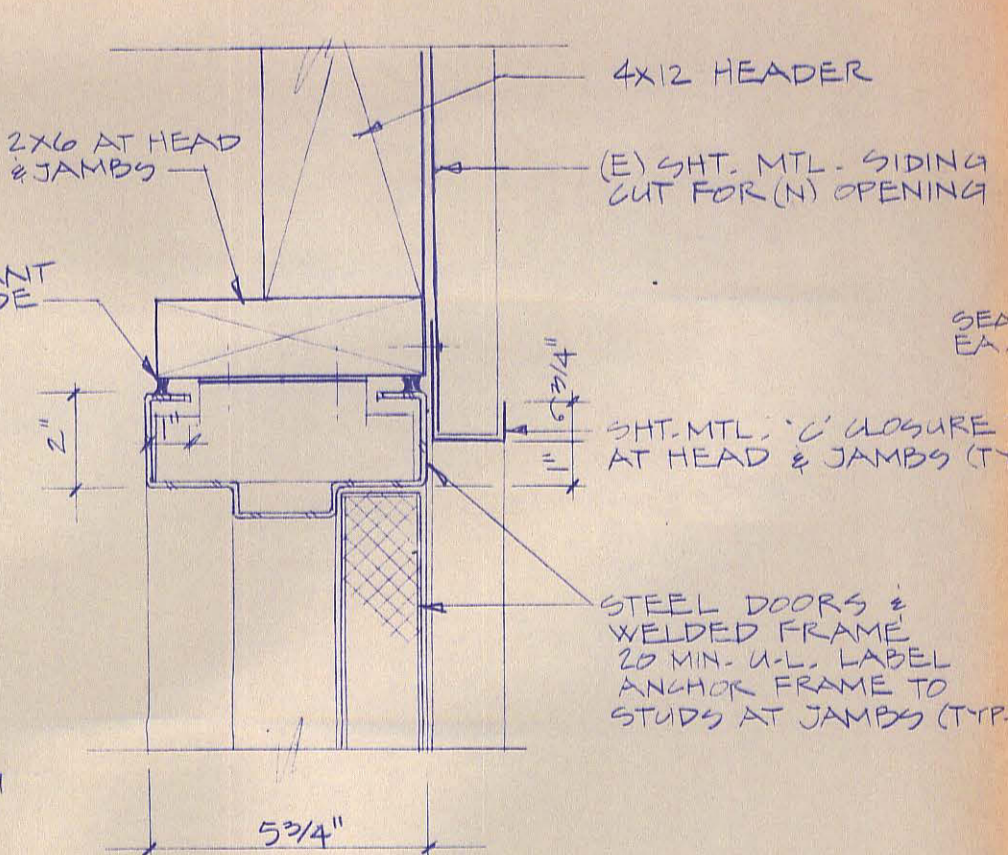
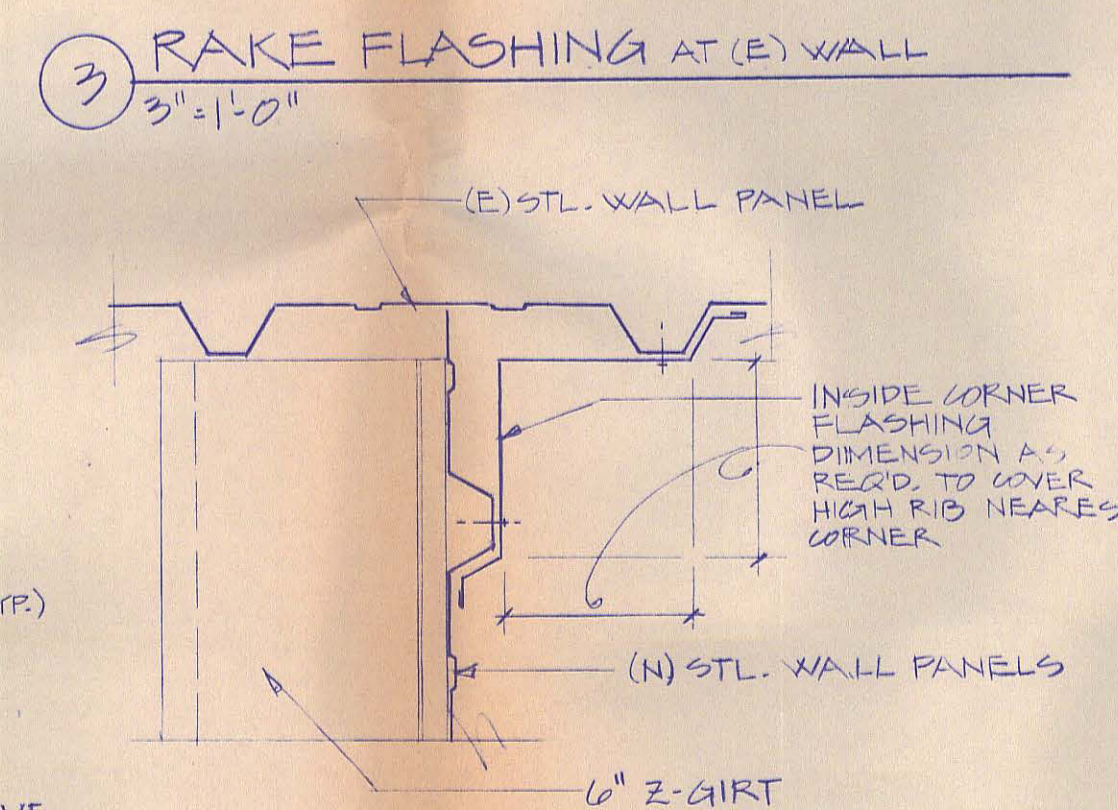
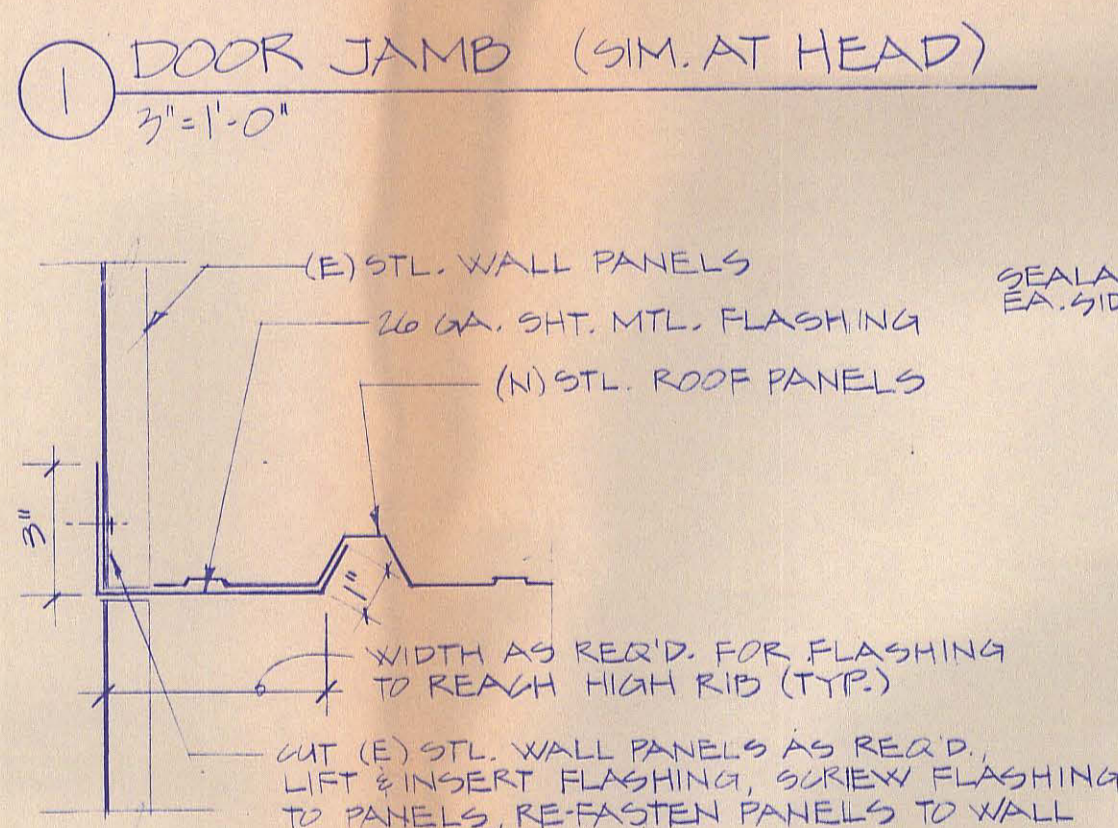
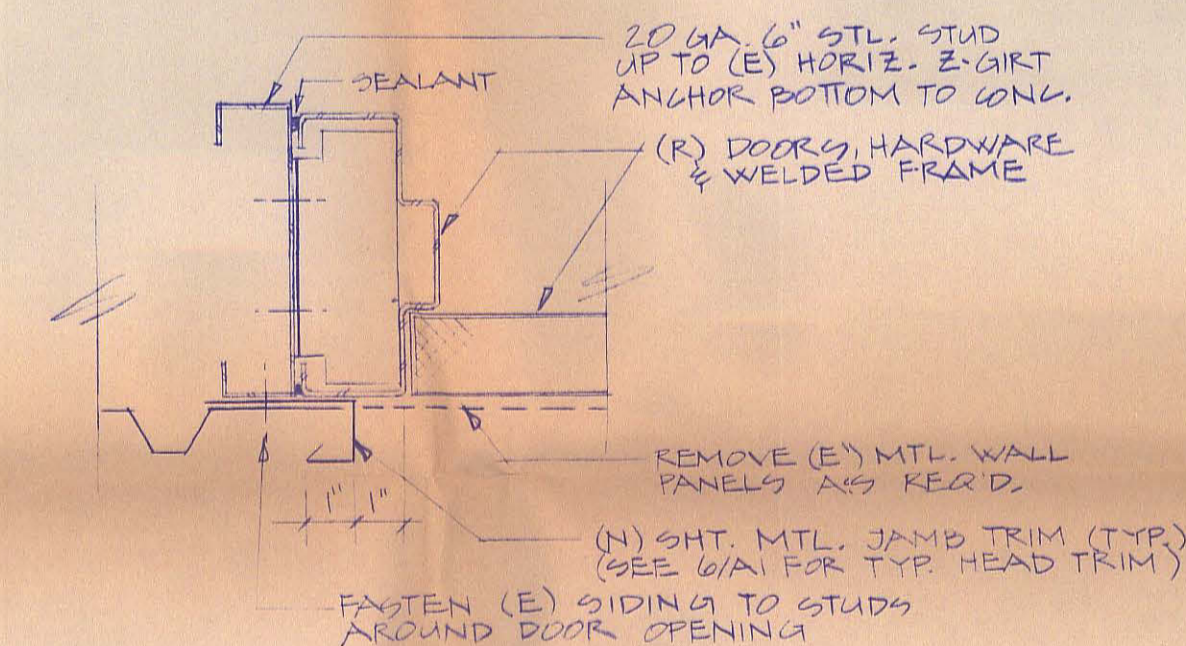
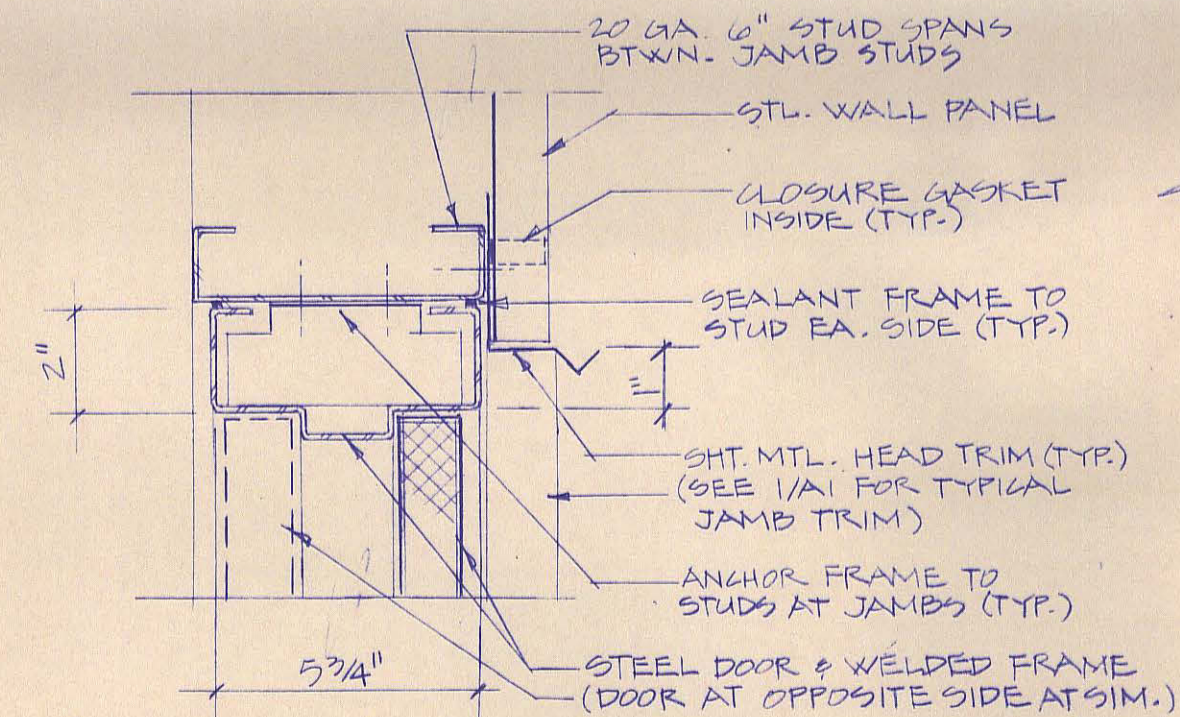
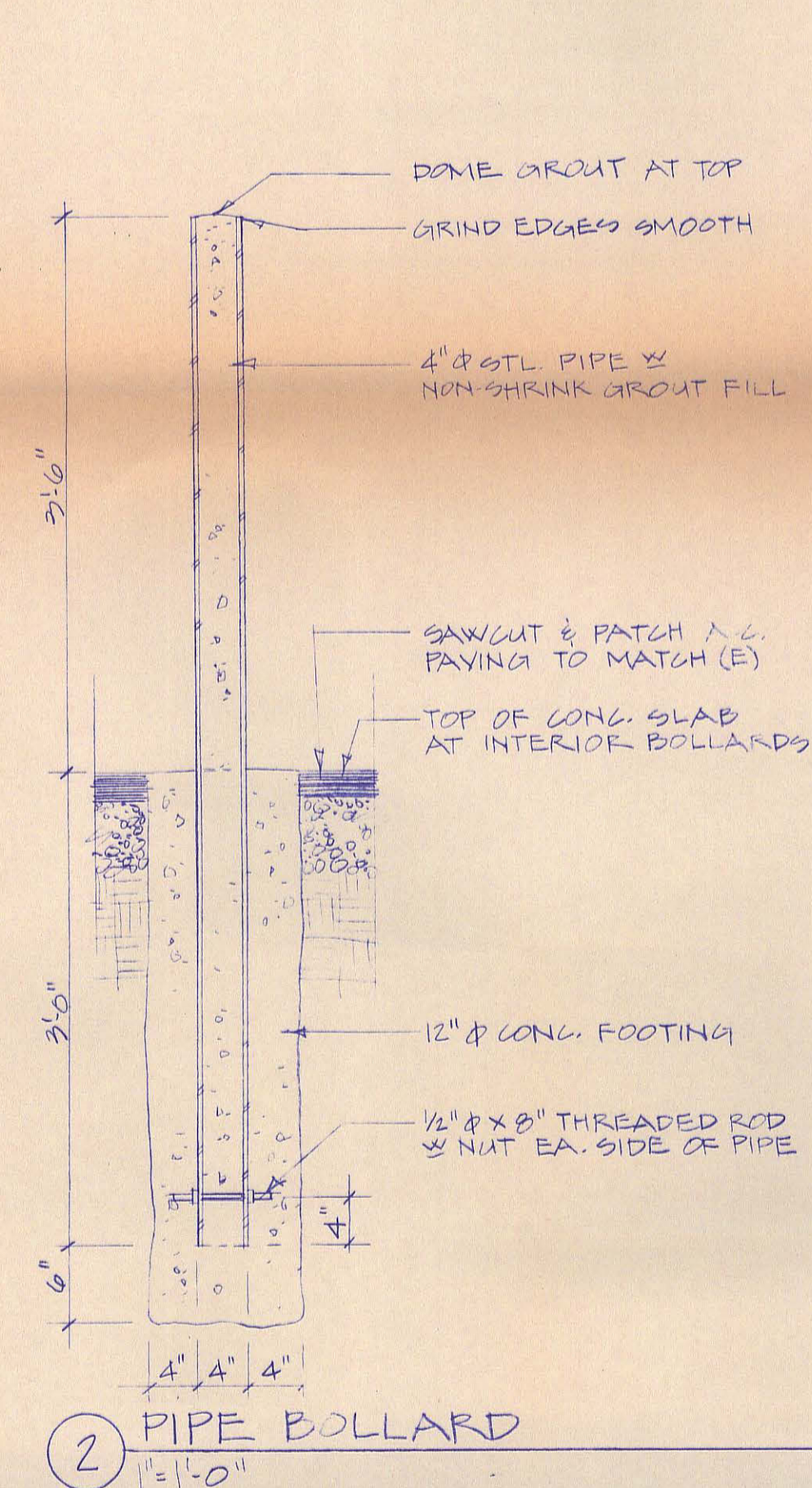
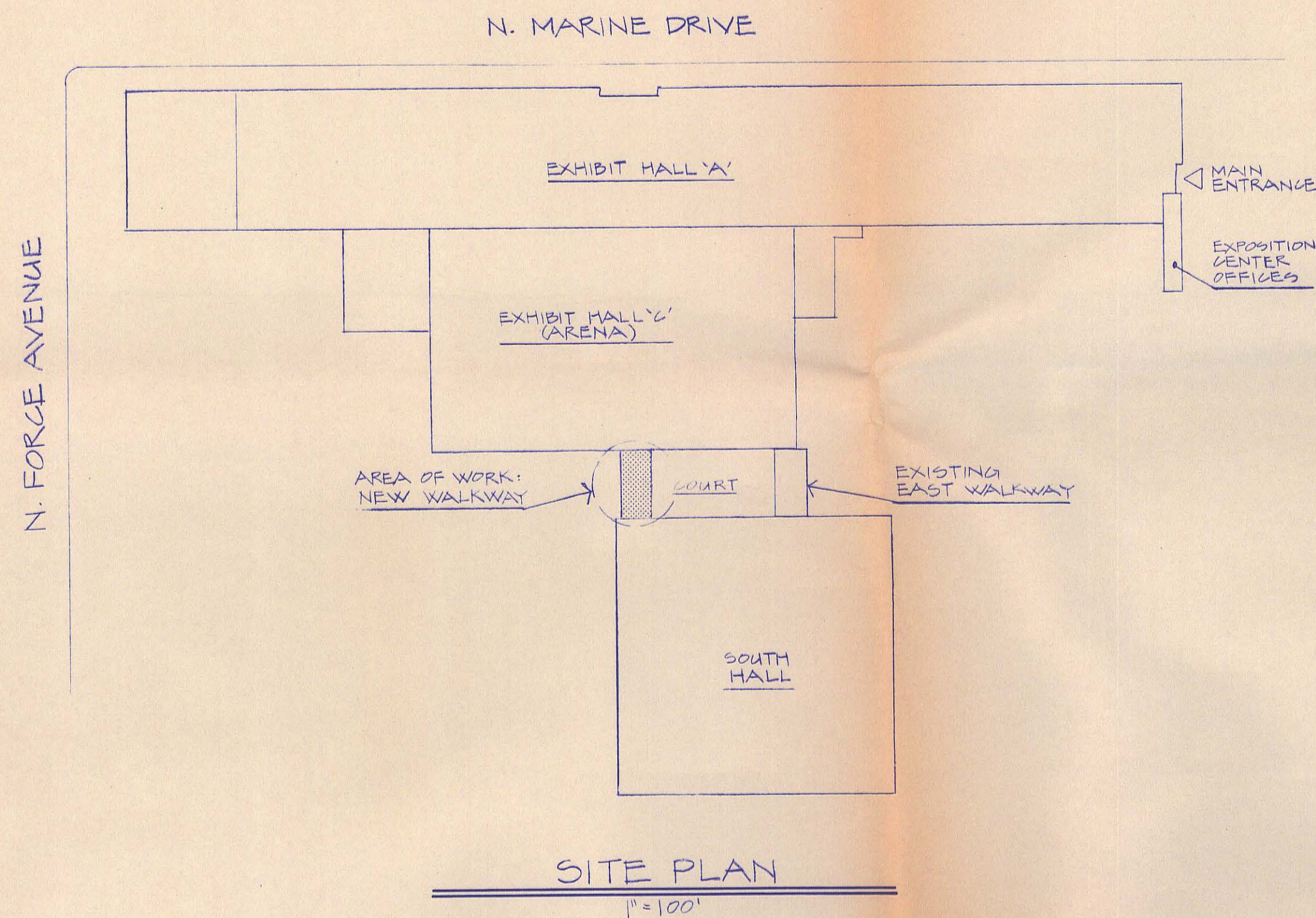
④ DOOR ELEVATIONS  
1/2\"/>



1/2\"/>

DOOR SCHEDULE											
DOOR				FRAME				REMARKS			
MARK	TYPE	RATING	SIZE *	MATERIAL	FINISH	MATERIAL	FINISH	HEAD	JAMB	SILL	HARDWARE
①	A	---	PAIR 7'-0" x 6'-0" x 2 1/4"	WD	ST/VN	WD	EXST.	3/4" x 1"	---	---	2
②	A	---	PAIR 7'-0" x 6'-0" x 2 1/4"	WD	ST/VN	WD	EXST.	3/4" x 1"	---	---	3
③	A	---	PAIR 7'-0" x 6'-0" x 2 1/4"	WD	ST/VN	WD	EXST.	3/4" x 1"	---	---	4
④	C	---	PAIR 6'-11" x 6'-0" x 1 3/4"	WD	ST/VN	WD	EXST.	---	---	---	5
⑤	B	---	PAIR 7'-0" x 4'-6" x 1 3/4"	WD	ST/VN	WD	EXST.	---	---	---	6
⑥	C	---	PAIR 8'-0" x 6'-11" x 2 1/4"	WD	ST/VN	WD	EXST.	---	---	---	7
⑦	C	---	PAIR 8'-0" x 6'-11" x 2 1/4"	WD	ST/VN	WD	EXST.	---	---	---	8
⑧	C	---	PAIR 8'-0" x 6'-11" x 2 1/4"	WD	ST/VN	WD	EXST.	---	---	---	9

\* ALL FRAMES EXISTING - VERIFY DIMENSIONS ON SITE.

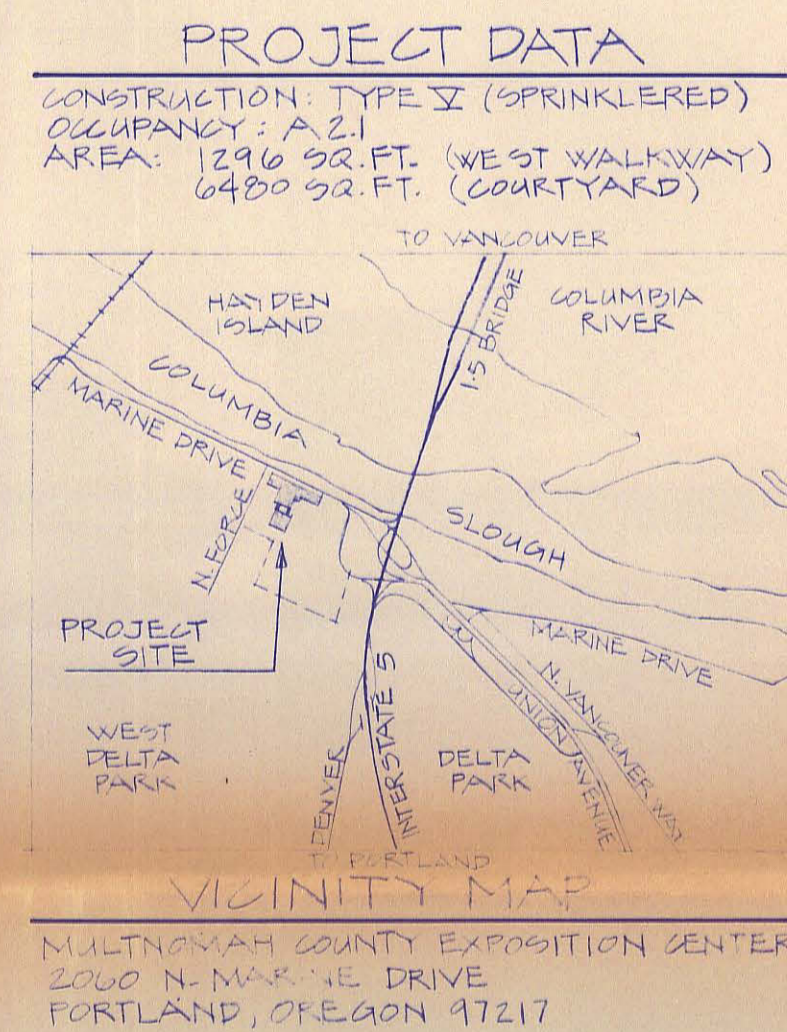
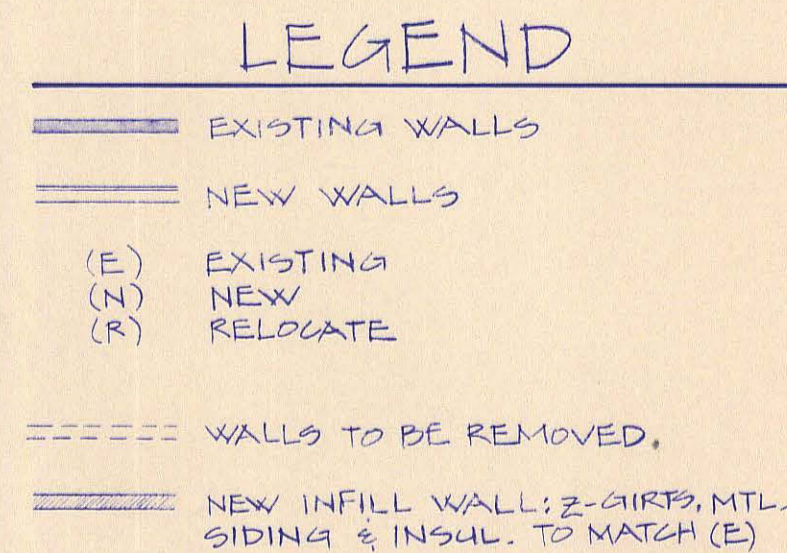


## GENERAL NOTES

- Verify all conditions and dimensions on site. Notify architect of any discrepancies before start of work.
- All work to comply with the Oregon Structural Specialty Code and Fire and Life Safety Regulations, 1986 Edition, and with all other city, county and state codes and ordinances where applicable.
- Coordinate all work with mechanical and electrical requirements as shown on the plans. All mechanical and electrical work by separate permits.
- Contractor to provide shoring, bracing, support and protection as required to maintain structural integrity of the project and to protect existing work to remain.
- Contractor is responsible for the patching and repainting of any existing finished areas damaged or modified for the installation of new systems or the abandonment of existing.
- Dimensions to existing walls are to face of finish. Dimensions to new walls are to face of girt.
- Concrete footings to bear on firm, natural, undisturbed soil. Concrete slabs to bear on firm, natural, undisturbed soil, or on compacted granular fill.

## DOOR SCHEDULE

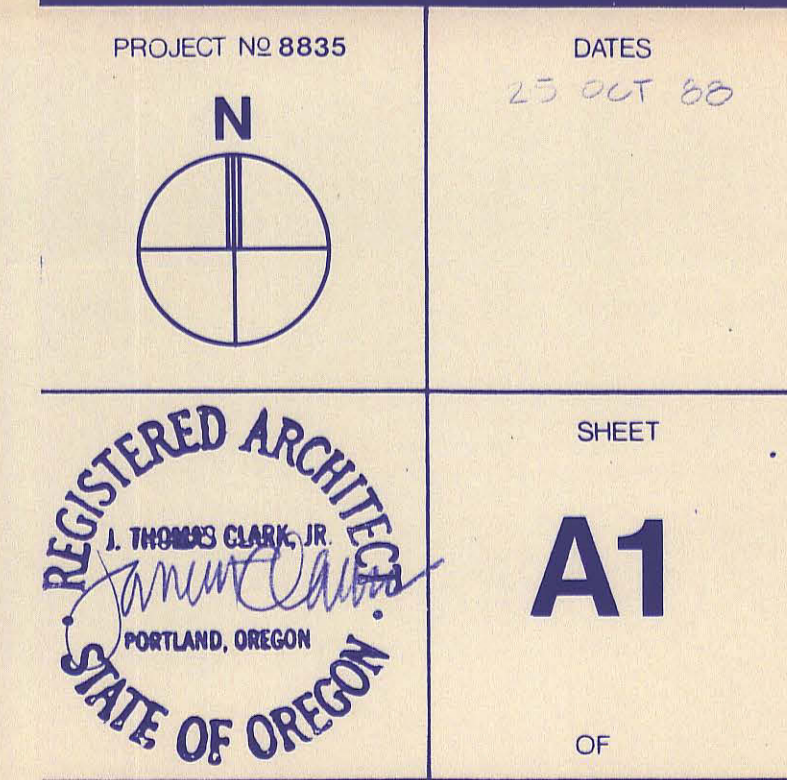
MARK	SIZE	HDWR. GROUP	DETAILS	NOTES
(A)	PR. 32x72	(E)	1/A1	(R) DOORS, FRAME, HDWR.
(B)	PR. 32x72	(E)	1/A1	(R) DOORS, FRAME, HDWR.
(C)	PR. 32x72	1	6/A1	
(D)	PR. 32x72	1	6/A1	
(E)	PR. 42x32	2	4/A1	20 MIN. U.L. LABEL
(F)	PR. 42x32	2	5/A1	20 MIN. U.L. LABEL
(G)	PR. 32x72	3	6/A1 (SIM.)	
(H)	PR. 32x72	3	6/A1 (SIM.)	
(I)	PR. 32x72	4	6/A1 (SIM.)	REVERSE SWING (E) DOOR & FRAME
(J)	PR. 32x72	4	6/A1 (SIM.)	REVERSE SWING (E) DOOR & FRAME
(K)	PR. 32x72	4	6/A1 (SIM.)	REVERSE SWING (E) DOOR & FRAME

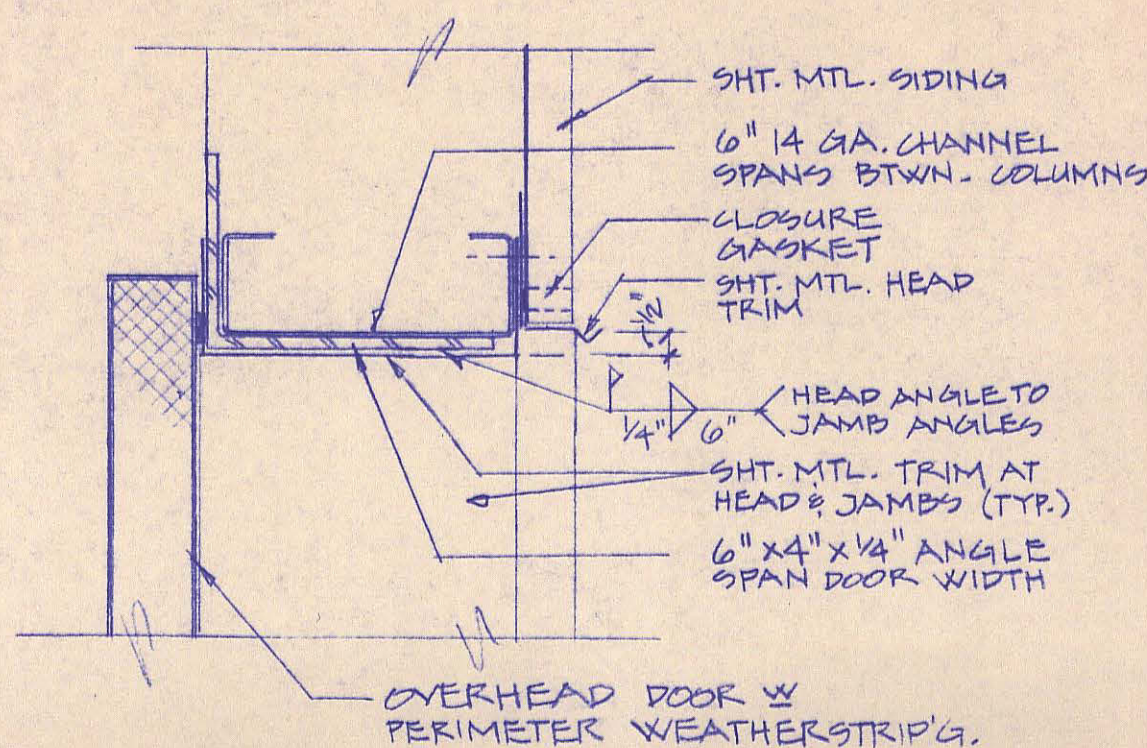


# MULTNOMAH COUNTY EXPOSITION CENTER

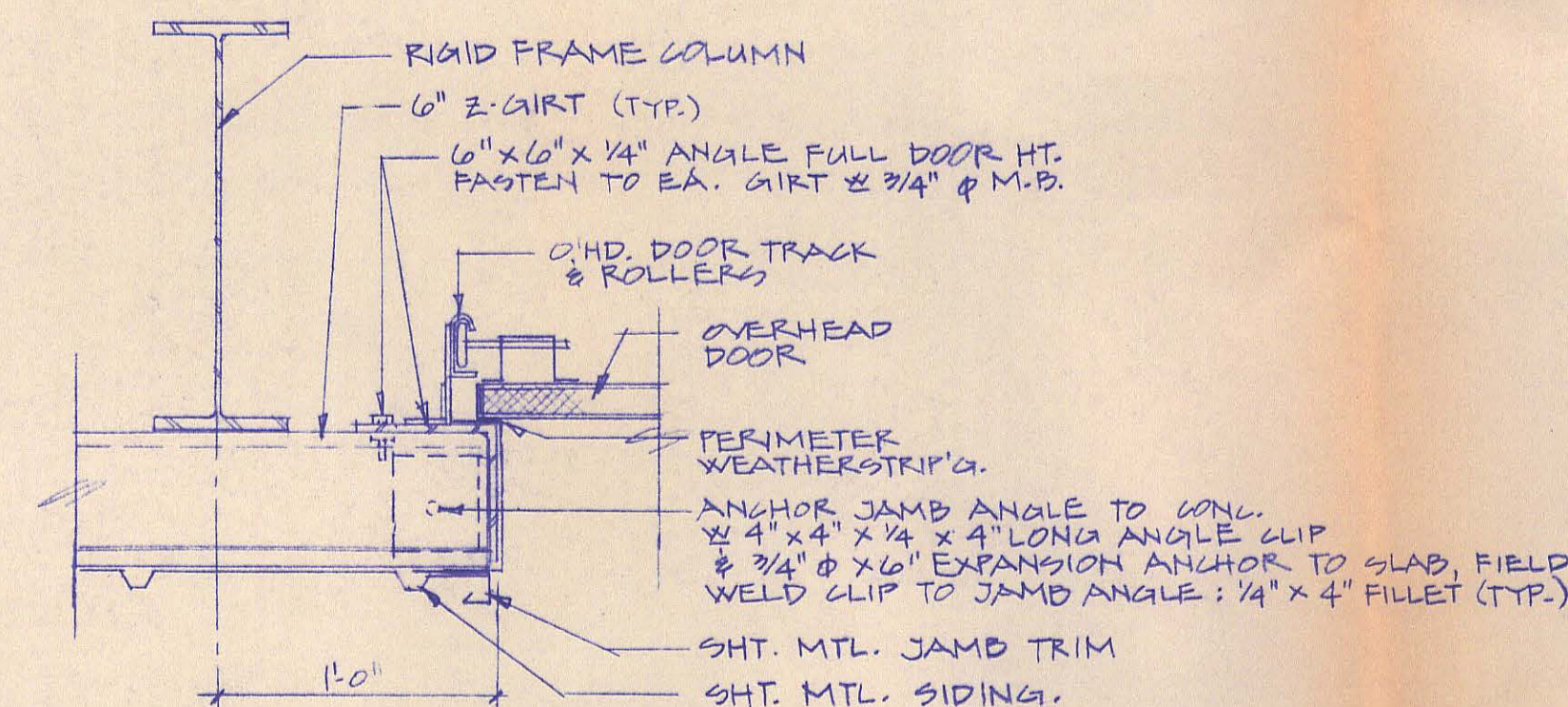
## LINK BUILDING PEDESTRIAN WALKWAY

THE OFFICE OF  
J THOMAS CLARK ARCHITECT  
133 S.W. SECOND AVENUE, SUITE #410, PORTLAND, OREGON 97204  
503/224-4848

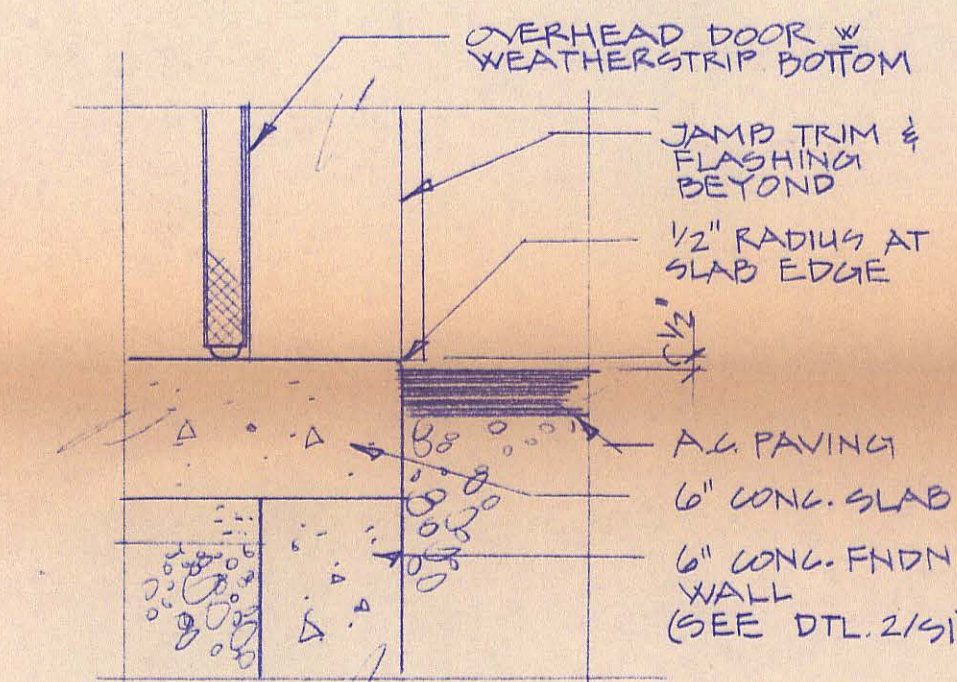




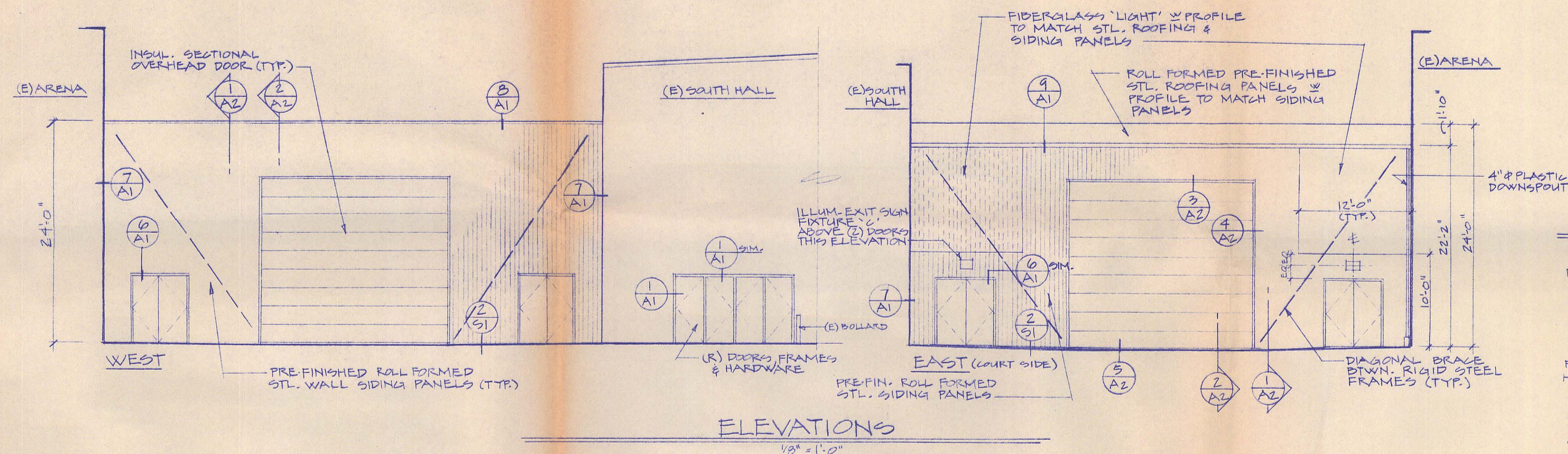
3 OVERHEAD DOOR HEAD  
3/4\" = 1'-0"



4 OVERHEAD DOOR JAMB  
1/2\" = 1'-0"

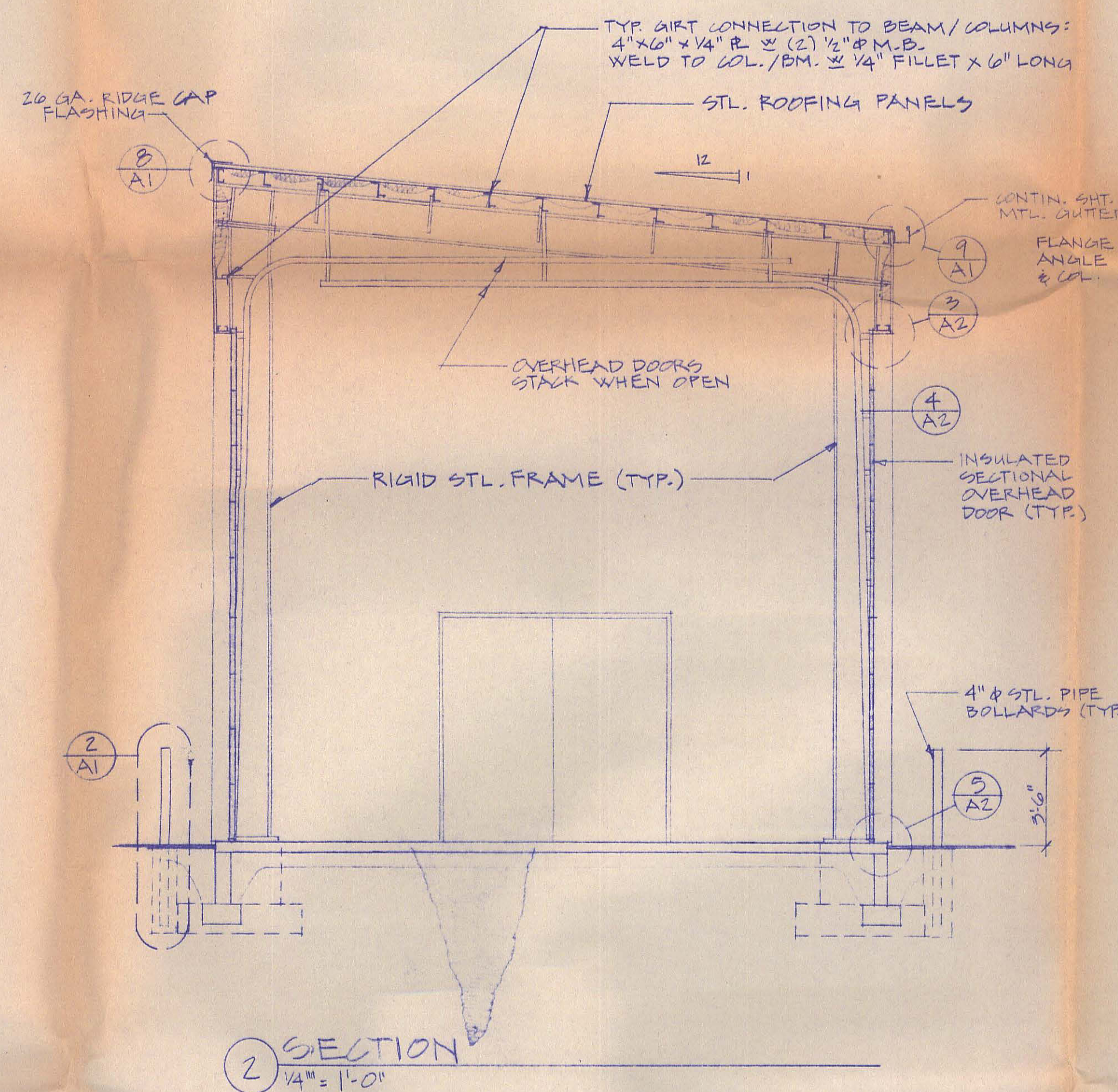


5 SLAB EDGE AT O.H.D. DOOR  
1/2\" = 1'-0"

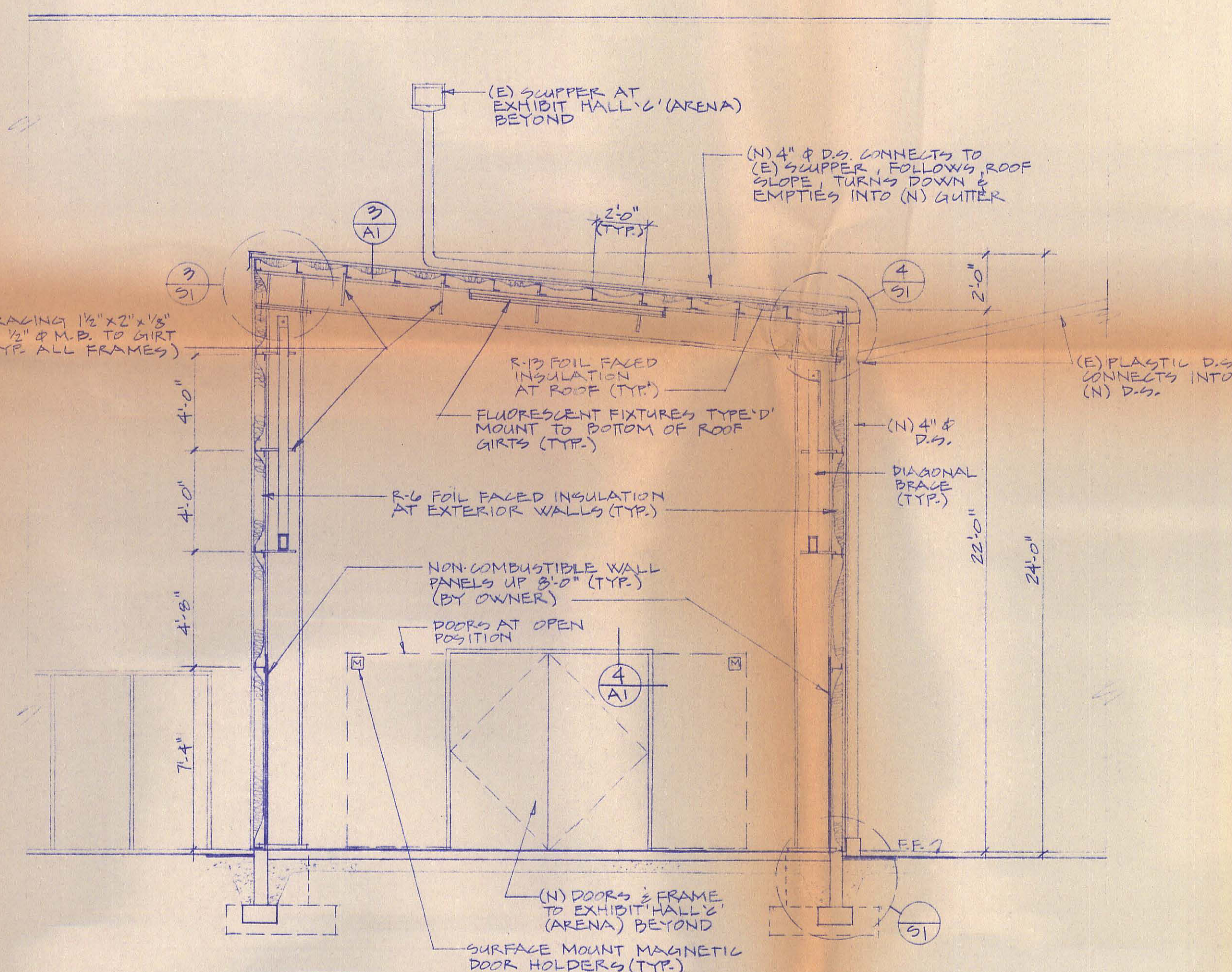


# ABBREVIATIONS

A.C.	ASPHALTIC CONCRETE
B.O.	BY OWNER
BTWN.	BETWEEN
G.I.	CAST IRON
CONC.	CONCRETE
D.S.	DOWNSPOUT
DTL.	DETAIL
E.A.	EACH
F.F.	FINISH FLOOR
FNDN.	FOUNDATION
HORIZ.	HORIZONTAL
MTL.	METAL
PR.	PAIR
REQD.	REQUIRED
SHT.	SHEET
SIM.	SIMILAR
STL.	STEEL
T.S.	TUBE SECTION
TYP.	TYPICAL
N.T.S.	NOT TO SCALE
CONTIN.	CONTINUOUS
A.B.	ANCHOR BOLT
M.B.	MACHINE BOLT
HT.	HEIGHT
MIN.	MINIMUM
U.L.	UNITED LABORATORIES
ILLUM.	ILLUMINATED
COL.	COLUMN
FT.	FOOT
H.M.	HOLLOW METAL
FTG.	FOOTING
BM.	BEAM
DIAG.	DIAGONAL
GA.	GAUGE
DE-L.	DOUGLAS FIR-LARCH
DBL.	DOUBLE
PREFIN.	PRE-FINISHED
SQ.	SQUARE
HDWR.	HARDWARE
PL.	PLATE
C.	CENTERLINE
Ø	DIAMETER
W.	WITH



2 SECTION  
1/4\" = 1'-0"



1 SECTION  
1/4\" = 1'-0"

## MULTNOMAH COUNTY EXPOSITION CENTER

### LINK BUILDING PEDESTRIAN WALKWAY

#### THE OFFICE OF J THOMAS CLARK, JR. ARCHITECT

133 S.W. SECOND AVENUE, SUITE #410, PORTLAND, OREGON 97204  
503/224-4848

PROJECT NO 8835

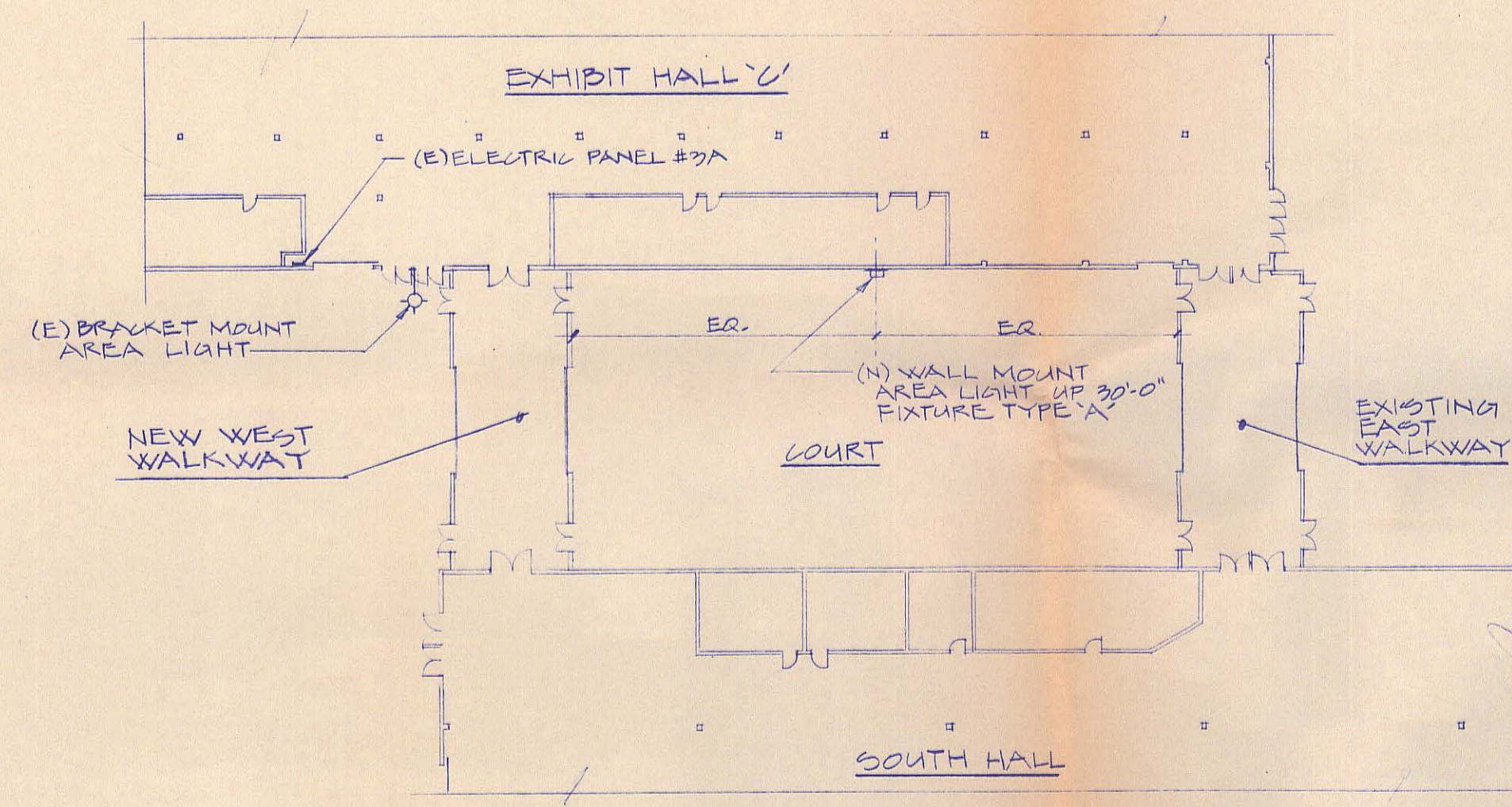
DATES  
23 OCT 88



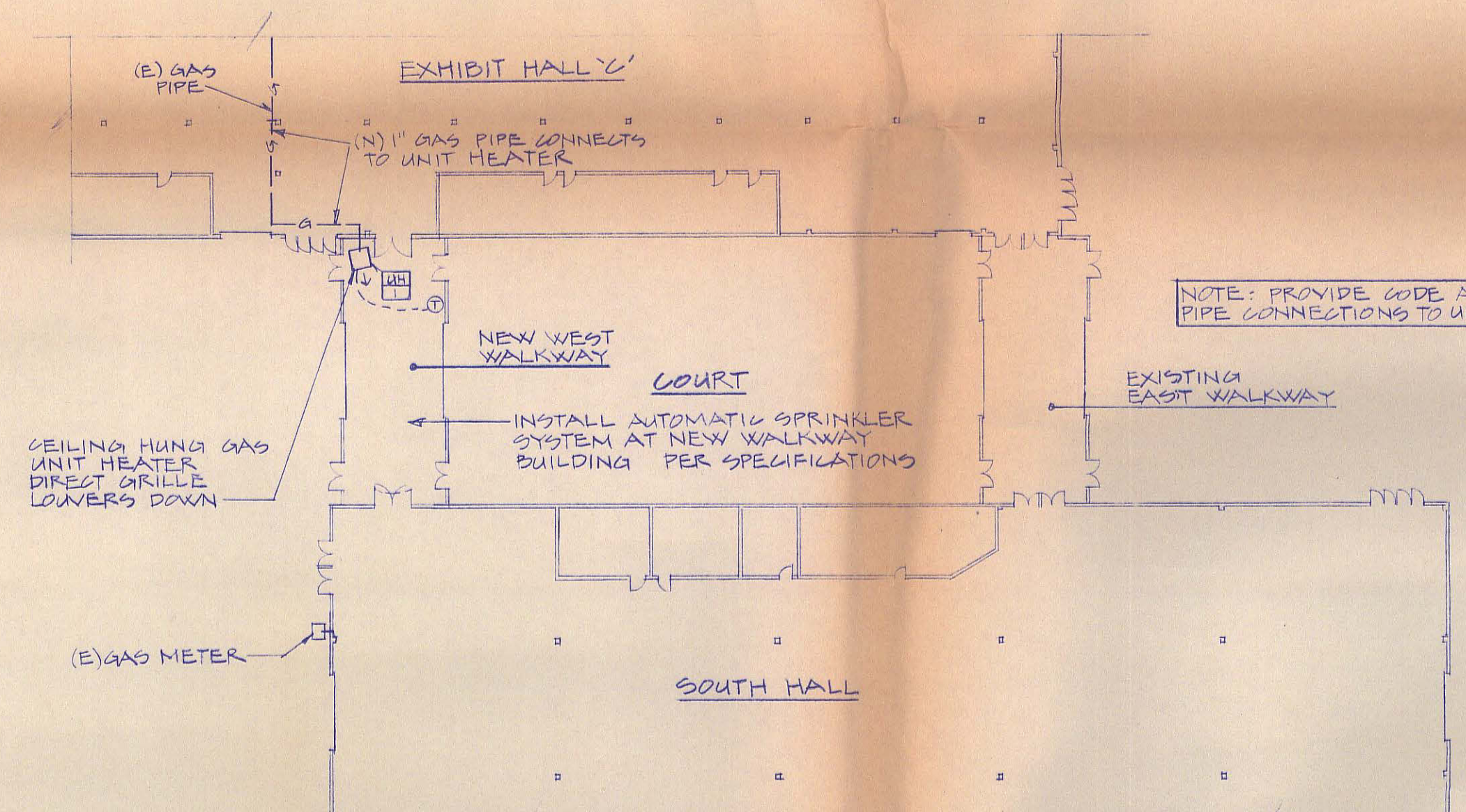
SHEET

A2

OF

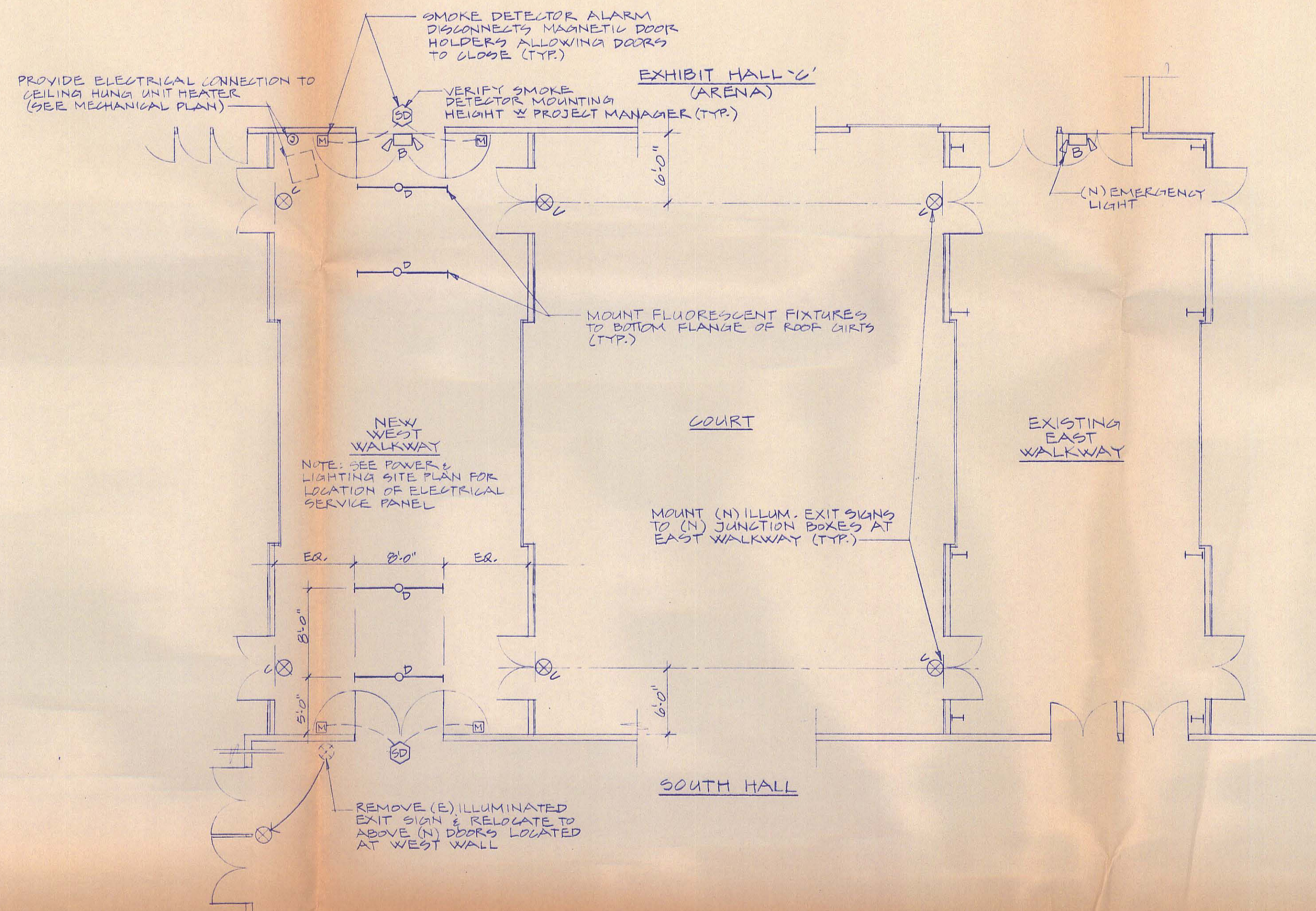


**POWER & LIGHTING SITE PLAN**  
1" = 30'



**MECHANICAL PLAN**  
1" = 30'

EQUIPMENT SCHEDULE		
SYMBOL	DESCRIPTION	ELECTRICAL
	GAS FIRED UNIT HEATER CAPACITY: 170 MBH INPUT 136 MBH OUTPUT	1/8" H.P.



**POWER & LIGHTING: NEW WEST WALKWAY**  
1/8" = 1'-0"

**POWER & LIGHTING: EXISTING EAST WALKWAY**  
1/8" = 1'-0"

## LEGEND

- ⊗ EXIT SIGN, ILLUMINATED
- ⏏ AREA LIGHT, WALL MOUNT
- ⎓ FLUORESCENT FIXTURE, 2 LAMP, 8' LONG
- (E) EXISTING
- (N) NEW
- (O.F./I.) OWNER FURNISH/CONTRACTOR INSTALL
- ⊖ THERMOSTAT (MOUNT UP 5'-0" AT WALL)
- ⏏ MAGNETIC DOOR HOLDER
- ⊗ SMOKE DETECTOR
- ⊗ JUNCTION BOX
- ⎓ EMERGENCY LIGHT W/ BATTERY PACK MOUNT AT WALL UP 12'-0"

## MULTNOMAH COUNTY EXPOSITION CENTER

LINK BUILDING  
PEDESTRIAN WALKWAY

THE OFFICE OF  
THOMAS CLARK ARCHITECT  
133 S.W. SECOND AVENUE, SUITE #410, PORTLAND, OREGON 97204  
503/224-4848

PROJECT NO 8835

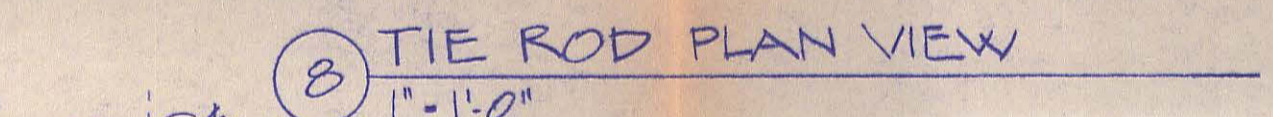
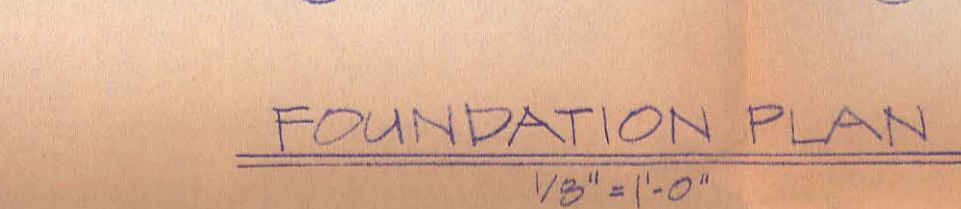
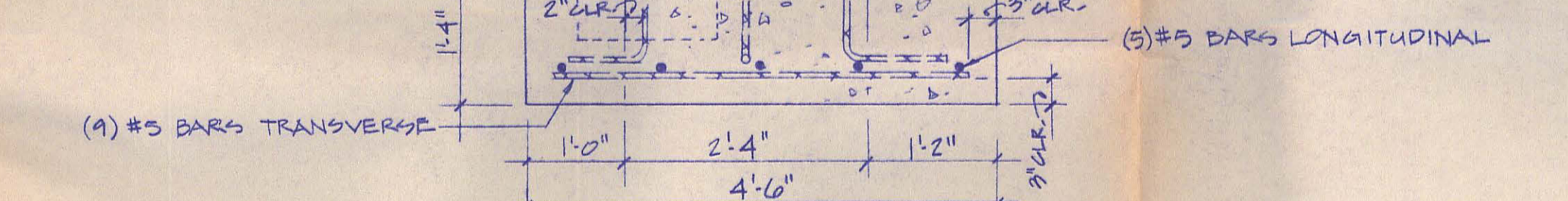
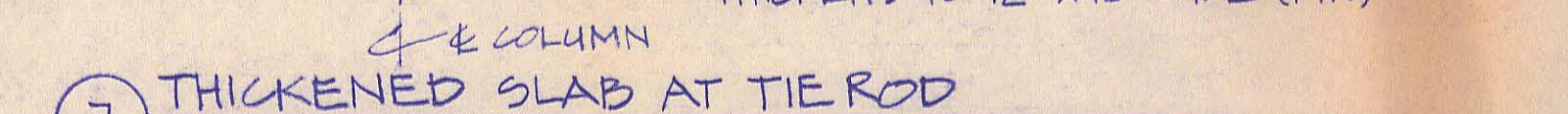
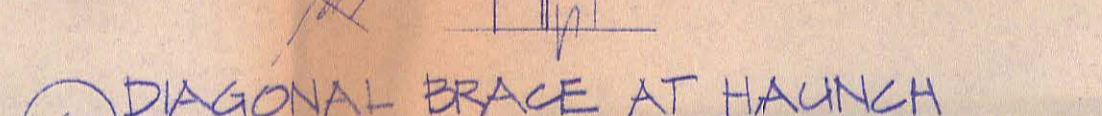
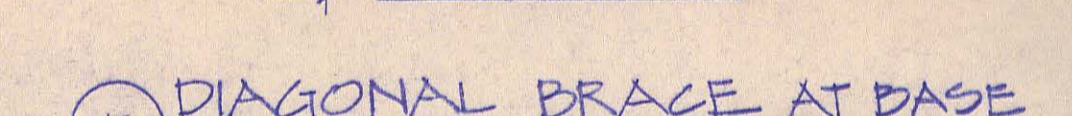
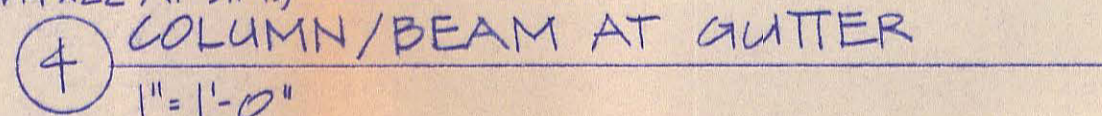
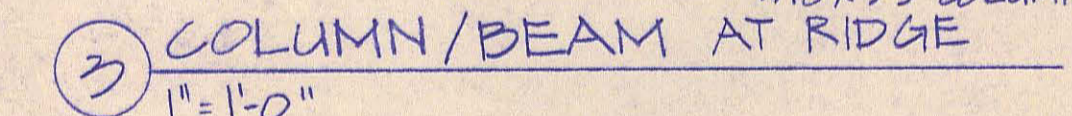
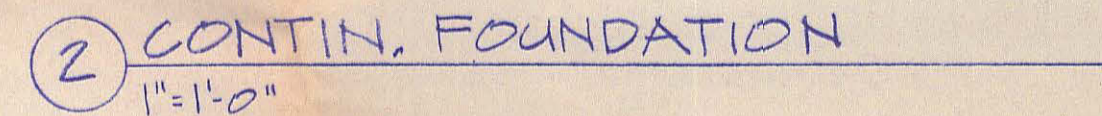
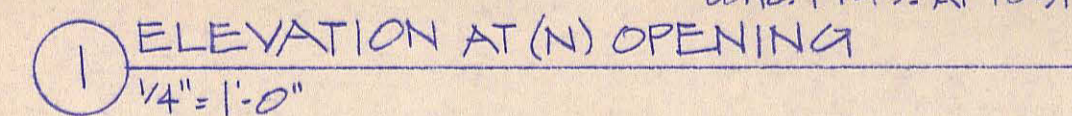
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