



MULTNOMAH COUNTY OREGON

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

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

AGENDA OF
MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS
FOR THE WEEK OF
May 15 - 19, 1989

Tuesday, May 16, 1989 - 9:00 AM - Informal Briefing. . Page 2
followed by Executive Session, and more
Informal Briefings

Tuesday, May 16, 1989 - 1:30 PM - Informal Meeting .. Page 3

Thursday, May 18, 1989 - 9:30 AM - Formal. Page 4

-2-

Tuesday, May 16, 1989 - 9:00 AM

Multnomah County Courthouse, Room 602

INFORMAL BRIEFINGS

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

EXECUTIVE SESSION

EXECUTIVE SESSION - for the purpose of reviewing Litigation allowed under ORS 192.660 (1) (h)

INFORMAL BRIEFINGS

2. Staff Report and recommendations on MERC Configuration and facilities transfer - Paul Yarborough

PUBLIC TESTIMONY WILL NOT BE TAKEN AT INFORMAL MEETINGS

Tuesday, May 16, 1989 - 1:30 PM

Multnomah County Courthouse, Room 602

INFORMAL

1. Informal Review of Bids and Requests for Proposals:
 - a) Asphaltic Concrete/requirements
 - b) Asphalt Concrete Pavement Overlay
 - c) Jury Box, Jury Room (2) Hearing Rooms Remodel
 - d) Management Information System
 - e) A & T Software
2. Reports of N.E. and N. Portland Service Fund Planning Groups - Duane Zussy, Charles Ford, Diane Feldt
3. Review of Pretrial Process - John Angell, Mary Toborg, John Bellsai
4. Justice Services Final Report - John Angell
5. Informal Review of Formal Agenda of May 18, 1989

PUBLIC TESTIMONY WILL NOT BE TAKEN AT INFORMAL MEETINGS

Thursday, May 18, 1989, 9:30 AM

Multnomah County Courthouse, Room 602

Formal Agenda

CONSENT CALENDAR

DEPARTMENT OF ENVIRONMENTAL SERVICES

- C-1 Order Accepting Deed for Dedicated Street Purposes:
 - a) Bruce C. and Deborah Plumer - Altman Road
 - b) Freeport Investment Co. Profit Share Plan & Trust
SW Northgate Avenue
 - c) Homestead West, LTD - SE 141st Avenue
- C-2 Order authorizing Execution and Acceptance of a Deed from Multnomah County, to various streets for Dedicated Street Purposes

REGULAR AGENDA

DEPARTMENT OF ENVIRONMENTAL SERVICES

- R-3 Report and recommendation from Director of Environmental Services that vacation of NW Royal Road and NW Barnes Avenue in Barnes Park Heights, Section 35, T1N, R1W, W.M. be approved; and Order of Final Vacation, No. 4975
- R-4 In the matter of reviewing and approving the 1989 Community Development Block Grant Program proposed List of Activities

SERVICE DISTRICTS

(Recess as the Board of County Commissioners and reconvene as the Governing Body of the Mid County Service District

- R-5 Order in the Matter of Executing an Agreement with the City of Portland, Oregon for Street Lighting Services

(Recess as the Governing Body of the and reconvene as the Board of County Commissioners)

ORDINANCES - DEPARTMENT OF GENERAL SERVICES

- R-6 First Reading - An Ordinance in the Matter of Adoption of Salary Ranges for Fiscal Year 1989-90 for Employees Covered by the Exempt Classification/Compensation Plan; and repealing Ordinance No. 580

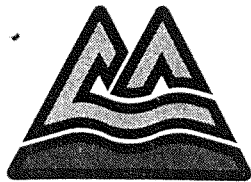
DEPARTMENT OF HUMAN SERVICES

- R-7 In the matter of presentation of Presidential Citation to Coalition of Community Health Clinics Volunteers
- R-8 In the matter of ratification of an intergovernmental revenue agreement with Clackamas County, to receive funds to cover the salary of one employee who is providing management consultation for period April 1 to May 31, 1989
- R-9 In the matter of ratification of an intergovernmental agreement with State Adult and Family Services Division, whereby State authorizes County Health Division to submit claims for reimbursement for medicaid services by the County's new electronic billing process, instead of hard copy invoices through the mail for an indefinite period of time
- R-10 Budget Modification DHS #50 making an appropriation transfer in the amount of \$4,075 within Health Division (AID Surveillance Grant Funds) from Personal Services to Capital Outlay and Materials & Services, to allow the purchase of a personal computer and software for AIDS Surveillance

BOARD OF COUNTY COMMISSIONERS

- R-11 Resolution in the matter of urging an affirmative vote on HB 3482, establishing a Resource Conservation Trust Fund

Thursday Meetings of the Multnomah County Board of Commissioners are recorded and can be seen at the following times:
Thursday, 10:00 PM, Channel 11 for East and West side subscribers
Friday, 6:00 P.M., Channel 27 for Rogers Multnomah East subscribers
Saturday 12:00 PM, Channel 21 for East Portland and East County subscribers



MULTNOMAH COUNTY OREGON

#1 5/16/89
p.m.

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

GLADYS McCOY
COUNTY CHAIR

MEMORANDUM

TO: Jane McGarvin, Clerk of the Board

FROM: Lillie M. Walker, Director, Purchasing Section

DATE: May 10, 1989

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

BOARD OF
COUNTY COMMISSIONERS
1989 MAY 11 AM 10:51
MULTNOMAH COUNTY
OREGON

The following Formal Bids and/or Professional Services Request for Proposals (RFPs) are being presented for Board review at the Informal Board on Tuesday, May 16, 1989.

Bid/RFP No.	Description/Buyer	Initiating Department
B64-160-3416	Asphaltic Concrete / requirements	DES
		Contact: Bob Pearson
		Phone: 5050
B61-200-3425	Asphalt Concrete Pavement Overlay	DES/Trans.
		Contact: Roy Morrison
		Phone: 3639
B61-100-3411	Jury Box, Jury Room (2) Hearing Rooms Remodel	DES/FM
		Contact: Liennie S.
		Phone: 3322

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

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



MULTNOMAH COUNTY OREGON

DEPARTMENT OF GENERAL SERVICES

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

GLADYS MCCOY
COUNTY CHAIR

Formal Bids and Professional Services Requests for Proposals (RFPs) for Informal Board,
Tuesday, May 16, 1989.

Continued . . .

Bid/RFP No.	Description/Buyer	Initiating Department
RFP# 900432	Management Information System	DJS
	Buyer: <i>Roger Bruno</i> Franna Ritz Ex. 5111	Contact: Cary Harkaway Phone: 3980
NOI# 900485	A & T Software	DGS
	Buyer: <i>Roger Bruno</i> Marge Hough Ex. 5111	Contact: Marge Hough Phone: 3749
		Contact:
	Buyer: Ex. 5111	Phone:
		Contact:
	Buyer: Ex. 5111	Phone:
		Contact:
	Buyer: Ex. 5111	Phone:

TO: DAILY JOURNAL OF COMMERCE

PLEASE RUN THE FOLLOWING CLASSIFIED ADVERTISEMENT AS INDICATED BELOW, UNDER YOUR "CALL FOR BID" SECTION.

MULTNOMAH COUNTY

LETTERS DUE: June 6, 1989 at 2:00 P.M.

NOTICE OF INTENT NO. NOI #900485

SEALED LETTERS AND LITERATURE WILL BE RECEIVED BY THE DIRECTOR OF PURCHASING, 2505 S.E. 11TH AVENUE, PORTLAND, OREGON, 97202.

**NOTICE OF INTENT TO PURCHASE SOFTWARE
FOR A PROPERTY ASSESSMENT AND TAXATION SYSTEM**

Multnomah County wishes to receive letters of interest and product literature describing packaged software for a Property Assessment and Taxation System. The system's central component must run on an IBM mainframe platform under MVS.XA, CICS 1.7, SNA architecture using ADABAS, DB2 or VSAM. The applications are to cover the following areas: Residential Appraisal, Commercial Appraisal, Sales/Trending, Personal Property Valuation and Maintenance, Property Actions, Property Document Indexing and Maintenance, Non-Property Document Indexing, Appeal Processing, Assessment and Ratemaking, Tax Extension and Billing, Tax Collection and Accounting, Tax Turnover and Financial Reporting, Management and Government Reporting, and Public Information.

Interested parties should submit letters of interest and pre-printed materials describing their offerings by the above named date.

The County expressly reserves the right to reject any and all proposals and to supplement its list of prospective vendors at a later time.

Lillie Walker, Director
Purchasing Section

PUBLISH: May 18, 19, 22, 1989

RB:CLS
050989

TO: DAILY JOURNAL OF COMMERCE

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

MULTNOMAH COUNTY

Proposals Due: June 6, 1989 at 2:00 P.M.

Proposal No. RFP# 900432

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

Management Information System (Software)

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

Specifications may be obtained at: Multnomah County Purchasing Section

2505 S.E. 11th Avenue

Portland, OR 97202

(503) 248-5111

Lillie M. Walker, Director
Purchasing Section

PUBLISH: May 18, 1989

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

REQUEST FOR PROPOSAL 900432 To be opened 2:00 p.m. June 6, 1989

SEALED PROPOSALS will be received by the Purchasing Director of Multnomah County in the Ford Building Lobby, 2505 S.E. 11th Avenue, Portland, Oregon, 97202, until 2:00 p.m. Portland time and will be publicly opened and read for furnishing **MANAGEMENT INFORMATION SYSTEM (SOFTWARE)** as per specifications as indicated herein. To ensure proper bid identification and handling, USE THE BID ENVELOPE, attached herewith.

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

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

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

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

Surety Bond: W A I V E D

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

Dated at Portland, Oregon May 9, 1989 .

Publication Date: May 18, 1989

Board of County Commissioners
Multnomah County, Oregon

By Lillie M. Walker, Director
Purchasing Section

•To the Board of County Commissioners:

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

In compliance with ORS 279.350 Subsection 4 where applicable, and as a part of this RFP, the bidder herein agrees to covenant in his contract and it shall be a condition of his bond that in performing his contract he will pay and cause to be paid not less than the prevailing rate of wages as of the date every worker who may be employed in and about the performance of his contract. If the public officers who make the contract determine at any time that the prevailing rate of wages has not been or is not being paid as required by the contract, they may retain from the monies due to the contractor an amount sufficient to make up the difference between the wages actually paid and the prevailing rate of wages, and they may also cancel the contract.

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

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

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

By _____
(Name)

Dated _____

(Title)

Address _____

REQUEST FOR PROPOSALS

RFP NUMBER 900432

MANAGEMENT INFORMATION SYSTEM (SOFTWARE)

I. GENERAL INFORMATION

The Multnomah County Community Corrections Division, Department of Justice Services, requests proposals for Client Tracking and Management Information software specific to the Community Corrections environment. Multnomah County Community Corrections Division intends to purchase a client tracking and management information software package to assist strategic and operational program planners and managers within Justice Services. Respondents submitting a proposal must indicate an intention to provide the services listed:

- System Analysis
- System Design
- System Development
- System Installation/Implementation
- System Training
- System Support
- Operational by September 1, 1989

II. PROBLEM DESCRIPTION

The extraordinary increase in the demand for service in all community corrections areas in recent years has led to a corresponding increase in assets dedicated to the administration, control and management of criminal justice clients. The need for a state of the art management information system to efficiently and effectively respond to the demands of service delivery and resource management is of paramount need.

III. SCOPE OF SERVICE

A. Systems Analysis

This phase defines user requirements and the performance expected of the prospective bidder to meet Multnomah County Community Corrections Division requirements. This phase will conclude with a feasibility study which will include the characteristics of the candidate system, an evaluation of the performance of the system, and a discussion of the system's appropriateness for utilization by Multnomah County Community Corrections Division.

B. Systems Design/System Development

This important phase is composed of several steps. It provides the understanding and procedural details necessary for implementing the system recommended in the feasibility study. Emphasis is on translating the performance requirements into design specifications. The logical design reviews the present physical system; designs input and output forms and specifications; makes edit, security, and control specifications; details the implementation plan; and prepares a logical design walk-through. The physical design maps out the details of the physical system, plans the system implementation, devises a test and implementation plan, and specifies any new hardware and software.

The system will consist of a central data base that contains a complete set of all records in the system, and seven to ten local data bases that each contain some portion of the complete data base. The central data base will be the "official" data base and will be kept current via daily updates from the local data bases.

The concept which will be pursued will include a unique data base management system, a flexible report writer, and application development aids. The system will be compatible with the following hardware/software requirements:

1. IBM Personal Computer or compatible utilizing the Intel 80286 and/or Intel 80386 microprocessor with clock speeds of at least 12MHz (80286) and 25MHz (80386).
2. MS-DOS version 3.30 or higher.
3. Will not require more than 650 Kb RAM.
4. Will be able to print a variety of reports using Epson (or IBM Proprinter) printer drivers.
5. Will be compatible with Seagate or Miniscribe Hard Disk Drives utilizing MFM or RLL formatting.
6. Graphics standards will be at least EGA.
7. Must be able to send/receive data via modem (Hayes 2400 protocol) from central to local sites or visa versa.

C. Systems Installation/Implementation

This phase involves converting the design into operation. This involves creating computer-compatible files, training the operating staff, and installing hardware, terminals and telecommunications network before the system is up and running.

System software (to include communication, backup and related applications) will be installed by the vendor. To insure acceptable performance, the software will be tested on-site.

D. System Training

Training for up to fifteen (15) personnel will be furnished under this contract. Staff personnel engaged in any phase of operation of this software shall have training in basic inputting of data, preparation of output, production of output, importation and exportation of data, and be familiarized with ancillary operations.

1. Length of training and type(s) to be defined by Community Corrections Division and vendor.
2. Data dictionary and user manuals will be supplied by vendor.

E. System Support

Vendor will provide adequate accessibility, availability, expertise, detail and follow-up for software related questions.

F. The software must be operational by September 1, 1989.

IV. PERFORMANCE OBJECTIVES

Must be able to meet the following objectives:

- A. Hardware compatibility.
- B. Menu-oriented access to all aspects of the system.
- C. Data base management system.
 1. Must have the ability to accommodate not less than 50 Data Sets. For example, to include such files as basic offender identifiers, financial obligations, supervision/violation history, and treatment/intervention program performance sets.
 2. Must have the ability to accommodate not less than 100,000 records per data set.
- D. File maintenance capability.
- E. Report generation capability.
 1. Predefined reports.

2. Multiple reports.
 3. Custom reports.
 4. Cross tabulation function.
 5. Simple statistical functions (standard deviation; frequencies; totals; cumulative frequency; and cumulative percentages).
 6. Report import/export capability with Lotus and DBase.
- F. Print spooler with not less than 64Kb output.
- G. Security
1. Password provision.
 2. Multiple security access levels.
 3. Backup/copying capacity.

V. PROPOSAL ELEMENTS

Your proposal must provide the information requested below. Number your responses to correspond with each of the REQUIREMENTS and EVALUATION CRITERIA below. The contents of the proposals of the successful bidders may become contractual obligations. Failure of the contractor to accept these obligations may result in cancellation of the proposal selection. Proposals will be evaluated by crediting points, up to the maximum allowable points indicated for each item.

To be considered as a viable proposal and eligible for scoring, your proposal must provide evidence that your agency meets the REQUIREMENTS A and B below.

MINIMUM REQUIREMENTS

- A. Program must have completed "Beta" testing and be operational by September 1, 1989.
- B. Proposal total must be less than \$50,000.

EVALUATION CRITERIA

POINTS

- | | |
|--------------------------------------|----|
| 1. Cost | 5 |
| 2. Proposed plan for system analysis | 10 |
| 3. Proposed plan for system design | 10 |

4.	Vendors experience with corrections programs and development of corrections focused software	10
5.	Software performance. Items IV. 4A thru IV 4G	15
6.	Installation and testing	10
7.	Ease of use; data entry; reports capability	15
8.	Training	10
9.	Support	15
TOTAL:		100

VI. EVALUATION PROCEDURES

An evaluation committee, including one Community Corrections Division staff person, one member of the Integrated Criminal Justice Information System, and one staff person from the Oregon Department of Corrections will evaluate the proposals.

Proposals that meet the REQUIREMENTS (Section V.A and B) will be scored. The Director of the Community Corrections Division will interview the two bidders with the highest scores. The successful bidder will be notified by the Purchasing Section on or about June 13, 1989.

VII. CONTRACT REQUIREMENTS

- A. The Contractor must agree to comply with the standard General Conditions of all agencies contracting with the Community Corrections Division and any Special Conditions deemed necessary by the Division.
- B. Services will be funded on a cost reimbursement basis. No start-up funds are available. Contractor must agree to maintain accurate fiscal records that conform to generally accepted accounting principles and are in compliance with all County and State audit and accounting requirements.
- C. Contractor must comply with all applicable Federal, State, County, and local statutes, rules and funding criteria governing services, facilities and operations.
- D. Contractor must agree to satisfy all Federal, State, and County requirements concerning the provision of liability insurance coverage and Worker's Compensation. The Contractor will be required to maintain liability insurance up to the limits of the Oregon Tort Claims Act, specifically, ORS 30.270.

- E. Contractor must agree that it will not subcontract any part of the contract without the prior written consent of the Community Corrections Division.

VIII. RECEIPT OF PROPOSAL

An original and three copies of all proposals must be received by Lillie Walker, Purchasing Director, 2505 S.E. 11th Avenue, Portland, Oregon, 97202, by 2:00 p.m. on June 6, 1989. LATE PROPOSALS WILL NOT BE ACCEPTED. Multnomah County reserves the right to reject any or all responses to this request for proposals.

IX. TECHNICAL ASSISTANCE

Multnomah County Community Corrections staff cannot provide assistance in developing or writing a proposal beyond that indicated in this RFP. Any vendor requiring clarification of the information, or protesting any provision herein, must submit specific comments in writing to Roger A. Bruno, Buyer, 2505 S.E. 11th Avenue, Portland, OR, 97292. The deadline for submitting such questions or comments is 7 days prior to the opening date. If, in his opinion, additional information or interpretation is necessary, such information will be supplied in the form of an Addendum which will be delivered to all individuals, agencies, firms, etc., having received this RFP. Such Addenda shall have the same binding effect as though contained in the main body of the RFP. Oral instructions or information concerning the specifications or the project given out by County managers, employees, or agents to prospective bidders shall not bind Multnomah County. All Addenda shall be issued by the Purchasing Director.

X. CANCELLATION

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

TO: DAILY JOURNAL OF COMMERCE

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

MULTNOMAH COUNTY

Proposals Due: June 6, 1989 at 2:00 P.M.

Proposal No. B64-160-3416

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

Asphaltic Concrete on a requirements basis

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

Specifications may be obtained at: Multnomah County Purchasing Section

2505 S.E. 11th Avenue

Portland, OR 97202

(503) 248-5111

Lillie M. Walker, Director
Purchasing Section

PUBLISH: May 18, 1989

AD2:PURCH2



MULTNOMAH COUNTY OREGON

INVITATION FOR BIDS #B64-160-3416 To be opened 2 P.M. May 30, 1989

SEALED BIDS will be received by the Purchasing Director of Multnomah County in the Ford Building Lobby, 2505 S.E. 11th Avenue, Portland, Oregon, 97202, until 2 P.M. Pacific Time and will be publicly opened and read for furnishing
Asphaltic Concrete on a requirements basis

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

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

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

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

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

Surety Bond: W A I V E D

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

Dated at Portland, Oregon May 5, 1989.

Board of County Commissioners
MULTNOMAH COUNTY, OREGON

Publication Dates May 18, 1989

By
Lillie M. Walker, Director
Purchasing Section

(Continued on reverse)

Form PD 13
Rev. 10-88

To the Board of County Commissioners:

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

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

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

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

Accompanying this proposal is a _____ W A I V E D _____ in the
("Certified Check" or "Surety Bond")

amount of _____ Dollars (\$ _____) which is
not less than ten percent of the total amount of this bid.

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

By _____
(Name)

Dated _____

(Title)

Address _____



PURCHASING DIVISION

503-248-5111

2505 S.E. 11TH AVE.

PORTLAND, OREGON 97202

VENDOR
VENDOR

RETURN

TO:

MULTNOMAH COUNTY
PURCHASING DIVISION
2505 S.E. 11TH AVENUE
PORTLAND OR 97202BID/QUOTATION
DATE 03/30/89
NAME ALPHAL CON
NUMBER 8641603416

REQUEST FOR BID/QUOTATION

OPEN DATE 05/30/89		TO BE QUOTED F.O.B. DESTINATION		TERMS OF PAYMENT BID TO INDICATE			
ITEM	MAT ID	QUANTITY	U/M	SPECIFICATIONS	UNIT PRICE	TOTAL PRICE	
1	64-160-00004	TON		ASPHALTIC CONCRETE B OR C MIX.			
2	64-160-00001	TON		ASPHALTIC CONCRETE MODIFIED C MIX.			
3	64-160-00006	TON		ASPHALTIC CONCRETE D MIX.			
4	64-160-00011	TON		COLD PATCH.			
5	64-160-00013	TON		COLD PATCH SPEC 200.			
6	64-160-00015	TON		COLD PATCH SYLVAX U.P.M.			
				PLANT LOCATION: _____			
				PLANT PHONE NUMBER: _____			



PURCHASING DIVISION

503-248-5111

2505 S.E. 11TH AVE.

PORTLAND, OREGON 97202

VENDOR
VENDOR

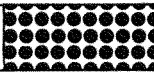
RETURN

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

TO:

BID/QUOTATION
DATE 05/30/89
NAME ALPHAL CON
NUMBER B641603416

REQUEST FOR BID/QUOTATION

OPEN DATE 05/30/89		TO BE QUOTED F.O.B. DESTINATION		TERMS OF PAYMENT BID TO INDICATE			
ITEM	MAT ID	QUANTITY	U/M	SPECIFICATIONS		UNIT PRICE	TOTAL PRICE
<p>I N S T R U C T I O N S T O B I D D E R S</p> <p>CANCELLATION OF AWARD</p> <p>MULTNOMAH COUNTY RESERVES THE RIGHT TO CANCEL AWARD OF THE CONTRACT RESULTING FROM THIS BID AT ANY TIME BEFORE EXECUTION OF THE CONTRACT BY BOTH PARTIES IF CANCELLATION IS DEEMED TO BE IN MULTNOMAH COUNTY'S BEST INTEREST. IN NO EVENT SHALL MULTNOMAH COUNTY HAVE ANY LIABILITY FOR THE CANCELLATION OF AWARD. THE BIDDER ASSUMES THE SOLE RISK AND RESPONSIBILITY FOR ALL EXPENSES CONNECTED WITH THE PREPARATION OF IT'S BID.</p> <p>IMPORTANT NOTICE RE: VENDOR SELECTION LIST</p> <p>IF YOUR FIRM DOES NOT WISH TO BID AT THIS TIME, BUT WISHES TO REMAIN ON THE VENDOR SELECTION LIST FOR OTHER ALPHALIC CONCRETE, PLEASE SEND A WRITTEN "NO BID" TO THE ABOVE ADDRESS OR CALL JAN THOMPSON AT 503-248-5111 AND SUBMIT A VERBAL "NO BID" NO LATER THAN 5/30/89</p> <p>ALL VENDORS NOT RESPONDING (WRITTEN OR ORAL) TO THIS INVITATION TO BID MAY BE AUTOMATICALLY DROPPED FROM THE FUTURE VENDOR SELECTION LIST FOR THIS ITEM CATEGORY BUT WILL REMAIN ON ALL OTHER LISTS APPLIED FOR.</p>							
							PAGE 2



PURCHASING DIVISION

503-248-5111

2505 S.E. 11TH AVE.

PORTLAND, OREGON 97202

VENDOR
VENDOR

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

BID/QUOTATION
DATE 05/30/89
NAME ALPHAL CON
NUMBER B641603416

REQUEST FOR BID/QUOTATION

OPEN DATE 05/30/89		TO BE QUOTED F.O.B. DESTINATION		TERMS OF PAYMENT BID TO INDICATE			
ITEM	MAT ID	QUANTITY	U/M	SPECIFICATIONS	UNIT PRICE	TOTAL PRICE	
<p>CLARIFICATION OF SPECIFICATIONS</p> <p>ANY VENDOR REQUIRING FURTHER CLARIFICATION OF THE INFORMATION CONTAINED HEREIN SHOULD SUBMIT SPECIFIC QUESTIONS IN WRITING TO:</p> <p style="text-align: center;">MULTNOMAH COUNTY PURCHASING DIVISION C/O JAN M. THOMPSON BUYER 2505 SE 11TH PORTLAND, OR 97202</p> <p>A WRITTEN RESPONSE WILL BE PROVIDED TO THOSE QUESTIONS WHICH ARE DEEMED APPROPRIATE, COPIES OF WHICH WILL BE SENT TO ALL VENDORS IN RECEIPT OF THIS IFB. QUESTIONS WILL NOT BE ANSWERED VERBALLY EXCEPT THOSE WHICH WOULD CLARIFY SPECIFICATIONS AND REQUIREMENTS OF THIS IFB AND AND AS FURTHER PROVIDED HEREIN. HOWEVER, ANY ACTIONS OR CHANGES RESULTING FROM THESE COMMUNICATIONS WILL BE FORWARDED TO ALL BIDDERS AS AN ADDENDUM TO THIS IFB.</p> <p>ORAL INSTRUCTIONS OR INFORMATION, CONCERNING THE SPECIFICATIONS FOR THE PROJECTS OR REQUIREMENTS, GIVEN OUT BY COUNTY OFFICERS, EMPLOYEES, OR AGENTS TO PROSPECTIVE BIDDERS SHALL NOT BIND THE COUNTY, ANY AGENDA SHALL BE ISSUED BY THE PURCHASING DIRECTOR NOT LATER THAN (5) DAYS PRIOR TO BID OPENING.</p> <p>COMPLETION OF FORMS</p>							



PURCHASING DIVISION

503-248-5111

2505 S.E. 11TH AVE.

PORTLAND, OREGON 97202

VENDOR
VENDOR

RETURN

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

TO:

REQUEST FOR BID/QUOTATION

BID/QUOTATION
DATE 05/30/89
NAME ALPHAL CON
NUMBER B641603416

OPEN DATE
05/30/89

TO BE QUOTED F.O.B.
DESTINATION

TERMS OF PAYMENT
BID TO INDICATE

ITEM	MAT ID	QUANTITY	U/M	SPECIFICATIONS	UNIT PRICE	TOTAL PRICE
<p>THE BIDDER MUST SUBMIT THE PROPOSAL ON THE PROPOSAL FORM UNIT PRICE COLUMN OPPOSITE THE ITEM NO. BEING BID. THE TOTAL OF EACH LINE ITEM SHOULD BE INDICATED IN THE TOTAL PRICE COLUMN. THE TOTAL OF ALL LINE ITEMS BID SHOULD BE INDICATED IN THE TOTAL PRICE COLUMN AFTER THE LAST LINE ITEM NO. LISTED ON THIS REQUEST. THE BLANK SPACES SHOULD BE COMPLETED IN ACCORDANCE WITH THE APPARENT INTENT.</p> <p>ATTENTION!</p> <p>THE SIGNATURE OF THE BIDDER SUPPORTING THE BID MUST APPEAR IN THE SPACE PROVIDED FOR THIS PURPOSE ON THE COVER PAGE.</p> <p>THE COMPLETE PROPOSAL SHOULD BE SUBMITTED IN ITS ENTIRETY AND SHOULD NOT BE TORN APART.</p> <p>METHOD OF AWARD</p> <p>MULTNOMAH COUNTY RESERVES THE RIGHT TO AWARD A CONTRACT TO ANY AND ALL BIDDERS, AT ITS DISCRETION, AS THE FINAL PRICE TO THE COUNTY IS GOVERNED BY PROXIMITY OF THE ALPHALT PLANT TO THE JOB, AS WELL AS PLANTS IN OPERATION AT THE TIME OF THE DESIRED PURCHASE.</p>						



PURCHASING DIVISION

503-248-5111

2505 S.E. 11TH AVE.

PORTLAND, OREGON 97202

VENDOR
VENDOR

RETURN

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

TO:

BID/QUOTATION
DATE 05/30/89
NAME ALPHAL CON
NUMBER 3641603416

REQUEST FOR BID/QUOTATION

OPEN DATE
05/30/89TO BE QUOTED FOR
DESTINATION

TERMS OF PAYMENT

BID TO INDICATE

ITEM	MAT ID	QUANTITY	U/M	SPECIFICATIONS	UNIT PRICE	TOTAL PRICE
T E R M S						
<p>TERMS OF PAYMENT</p> <p>DISCOUNTS FOR EARLY PAYMENT WILL BE CONSIDERED IN AWARDING THE BID IF AT LEAST 20 DAYS ARE ALLOWED FOR MAKING PAYMENT. DISCOUNT TIME SHALL COMMENCE UPON RECEIPT OF MATERIAL/SERVICES OR PROPERLY EXECUTED INVOICE, WHICHEVER IS THE LATER.</p> <p>PLEASE INDICATE TERMS IN SPACE PROVIDED ABOVE ON PAGE 1</p> <p>IF TERMS ARE NOT INDICATED ON THE BID/QUOTE THE INVOICE(S) WILL BE PAID ON A NET 30 DAYS BASIS.</p> <p>GUARANTEE OF PURCHASES</p> <p>THE COUNTY MAKES NO GUARANTEE AS TO THE QUANTITY OF PURCHASES THAT WILL BE MADE FROM THIS AGREEMENT. THE QUANTITY BEING BID IS AN APPROXIMATION ONLY OF ONE YEARS REQUIREMENTS.</p> <p>C O N T R A C T C O N D I T I O N S</p>						
					PAGE 5	



PURCHASING DIVISION

503-248-5111

2505 S.E. 11TH AVE.

PORTLAND, OREGON 97202

VENDOR
VENDOR

RETURN

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

TO:

REQUEST FOR BID/QUOTATION

BID/QUOTATION
DATE 03/30/89
NAME ALPHAL CON
NUMBER B641603416

OPEN DATE
03/30/89

TO BE QUOTED F.O.B.
DESTINATION

TERMS OF PAYMENT

BID TO INDICATE

ITEM	MAT ID	QUANTITY	U/M	SPECIFICATIONS	UNIT PRICE	TOTAL PRICE
<p>TERM OF CONTRACT</p> <p>THE TIME PERIOD FOR THIS CONTRACT SHALL BE FROM JULY 1, 1989 THROUGH JUNE 30, 1990.</p> <p>TERMINATION</p> <p>THIS AGREEMENT MAY BE TERMINATED AT ANY TIME, WITH CAUSE, BY THE COUNTY OR BY THE CONTRACTOR UPON GIVING NOT LESS THAN THIRTY (30) DAYS WRITTEN NOTICE OF TERMINATION TO THE OTHER PARTY. THE COUNTY MAY ALSO TERMINATE AT ANY LOCATION THAT MAY BE CLOSED DOWN OR MOVED; SUCH PARTIAL TERMINATION SHALL NOT AFFECT THE OBLIGATION OF THE CONTRACTOR TO FULFILL THE CONTRACT AT OTHER LOCATIONS. FAILURE TO LIVE UP TO THE SPECIFICATIONS WILL BE CONSIDERED GOOD AND SUFFICIENT CAUSE.</p> <p>RENEWAL</p> <p>THE COUNTY SHALL HAVE THE OPTION TO RENEW THIS CONTRACT SUBJECT TO APPROVAL OF THE CONTRACTOR, FOR TWO ADDITIONAL ONE YEAR PERIOD(S) UPON A 30 DAY WRITTEN NOTICE ANY PRICE ADJUSTMENTS MUST BE SUBMITTED BY THE CONTRACTOR, WITH ITS APPROVAL OF THE RENEWAL AGREEMENT, BEFORE THE FIRST CONTRACT PERIOD EXPIRES ON JUNE 30, 1990. THE COUNTY RESERVES THE RIGHT TO REJECT ANY RENEWAL ACCEPTANCE BY THE CONTRACTOR THAT CONTAINS MODI-</p>						



PURCHASING DIVISION

503-248-5111

2505 S.E. 11TH AVE.

PORTLAND, OREGON 97202

VENDOR
VENDOR

RETURN

TO:

MULTNOMAH COUNTY
PURCHASING DIVISION
2505 S.E. 11TH AVENUE
PORTLAND OR 97202BID/QUOTATION
DATE 03/30/89
NAME ALPHAL CON
NUMBER 8641603416

REQUEST FOR BID/QUOTATION

OPEN DATE 03/30/89		TO BE QUOTED F.O.B. DESTINATION		TERMS OF PAYMENT BID TO INDICATE			
ITEM	MAT ID	QUANTITY	U/M	SPECIFICATIONS		UNIT PRICE	TOTAL PRICE
<p>FICATIONS OF THE CONTRACT UNACCEPTABLE TO THE COUNTY.</p> <p>SHOULD THE COUNTY NOT RECEIVE WRITTEN ACCEPTANCE OF THE RENEWAL OFFER WITHIN TWO (2) WEEKS OF THE WRITTEN NOTICE TO RENEW, IT WILL BE ASSUMED THAT THE CONTRACTOR ACCEPTS THE RENEWAL AGREEMENT AND WILL ABIDE BY ALL THE TERMS, CONDITIONS, INSTRUCTIONS, PRICES, PERCENTAGES, ETC., OF THE EXISTING CONTRACT AT TIME OF RENEWAL.</p> <p>THE COUNTY WILL BE UNDER NO OBLIGATION TO RENEW THE CONTRACT. MULTNOMAH COUNTY MAY, AT ITS DISCRETION, RE-BID THE CONTRACT AFTER THE FIRST CONTRACT PERIOD.</p> <p>ESCALATION/DE-ESCALATION</p> <p>THE CONTRACTOR SHALL INCREASE/DECREASE THE PRICE PER TON IN AN AMOUNT EQUAL TO THE CONTRACTOR'S INCREASE/DECREASE IN COST OF BITULITHIC MATERIALS OCCURRING SUBSEQUENT TO THE DATE ON WHICH THE BID IS SUBMITTED.</p> <p>BIDDERS SHALL SUBMIT WITH THEIR BIDS THEIR COSTS OF BITULITHIC MATERIALS TO ESTABLISH A BASE PRICE. CHANGES IN PRICES FROM THE CONTRACTOR'S SUPPLIER SHALL BE CERTIFIED IN WRITING TO THE DIRECTOR OF TRANSPORTATION,</p>							



PURCHASING DIVISION

503-248-5111

2505 S.E. 11TH AVE.

PORTLAND, OREGON 97202

VENDOR
VENDOR

RETURN

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

TO:

BID/QUOTATION
DATE 05/30/89
NAME ALPHAL CON
NUMBER B641603416

REQUEST FOR BID/QUOTATION

OPEN DATE
05/30/89TO BE QUOTED FOB
DESTINATION

TERMS OF PAYMENT

BID TO INDICATE

ITEM	MAT ID	QUANTITY	U/M	SPECIFICATIONS	UNIT PRICE	TOTAL PRICE
				<p>1620 SE 190TH AVE, PORTLAND, OR 97233. THE PRO-RATING OF AN INCREASE/DECREASE IN COST OF ASPHALTIC CONCRETE SHALL BE COMPUTED ON THE DESIGN MIX PERCENTAGE OF ASPHALTIC CEMENT.</p> <p>METHOD OF PAYMENT PAYMENT WILL BE APPROVED FOR DIRECT PAYMENT UPON SUBMISSION OF TWO COPIES OF INVOICES TO MULTNOMAH COUNTY, TRANSPORTATION DIVISION, 1620 SE 190TH AVE, PORTLAND, OR 97233.</p> <p>S P E C I F I C A T I O N S</p> <p>MATERIAL/FOB ASPHALTIC CONCRETE SHALL COMPLY WITH ALL APPROPRIATE SECTIONS AND SPECIFICATIONS OF "SECTION 402" OF THE</p>		

PAGE 5

TO: Daily Journal of Commerce

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

MULTNOMAH COUNTY

ASPHALT CONCRTE PAVEMENT OVERLAY

Bids Due June 6, 1989 at 2:00 P.M.
Bid No. B61-200-3425

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

Asphalt Concrete Overlay

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

PREBID CONFERENCE: NONE

PREQUALIFICATION OF BIDDERS Pursuant to the Multnomah County Public Contract Review Board Administrative Rules (AR 40.030) Prequalification shall be required for this project for the following class(es) of work: Asphalt Concrete Pavement & Oiling
- Highways, Roads, Streets

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

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

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

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

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

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

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

LILLIE WALKER, DIRECTOR
PURCHASING SECTION

Publish May 18, 1989

T0: Skanner

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

MULTNOMAH COUNTY

ASPHALT CONCRTE PAVEMENT OVERLAY

Bids Due June 6, 1989 at 2:00 P.M.
Bid No. B61-200-3425

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

LILLIE WALKER, DIRECTOR
PURCHASING SECTION

Publish Week of May 22nd, 1989

TO: Portland Observer

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

MULTNOMAH COUNTY

ASPHALT CONCRTE PAVEMENT OVERLAY

Bids Due June 6, 1989 at 2:00 P.M.
Bid No. B61-200-3425

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

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

PREBID CONFERENCE: NONE

PREQUALIFICATION OF BIDDERS Pursuant to the Multnomah County Public Contract Review Board Administrative Rules (AR 40.030) Prequalification shall be required for this project for the following class(es) of work: Asphalt Concrete Pavement & Oiling
- Highways, Roads, Streets

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

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

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

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

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

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

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

LILLIE WALKER, DIRECTOR
PURCHASING SECTION

Publish Week of May 22nd, 1989

PROJECT NAME: Asphalt Concrete Pavement Overlay (Job No. 8-5)

LOCATION: Various Roads

KIND OF WORK: Asphalt Concrete Pavement and Oiling, Highways,
Roads, and Streets

PROJECT NO.: 1075

SUBMITTED BY: Dept. Environmental Svcs.-Transportation Division

BID NUMBER: _____

BID ADVERTISEMENT DATES: _____

BID OPENING DATE: _____

BID PROPOSAL FOR CONSTRUCTION



**MULTNOMAH
COUNTY**

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

Bidder's Name _____

Address _____

Telephone Number _____

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

BID PROPOSAL FOR CONSTRUCTION

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

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

Instruction to Bidders

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

P R O P O S A L

To the Board of County Commissioners of Multnomah County:

The undersigned, as bidder, declares:

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

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

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

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

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

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

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

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

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

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

He also proposes and agrees:

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

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

ASPHALT CONCRETE PAVEMENT OVERLAY
Various Roads in Multnomah County

Project 1075
Job No. 8-5

B I D S H E E T

ITEM	QUANTITY	UNIT	
		PRICE	AMOUNT
1. Asphalt Concrete Class C	6,325 Tons		
For	Per Ton	\$	\$
2. Asphalt Tack Coat Material	22 Tons		
For	Per Ton	\$	\$
Total \$			

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

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

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

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

Name of Surety _____

Name of Agent _____

Address _____

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

_____ Dollars (_____) which amount is not less than ten percent of the total amount of the bid.

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

Dated _____, 19 ____

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

By _____ (Name)

_____ (Title)

(Name of bidder)

(Business address)

(Telephone number) (Federal ID #)

MULTNOMAH COUNTY
PROPOSAL BOND

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

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

ASPHALTIC CONCRETE PAVEMENT OVERLAY (8-5)

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

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

SIGNED and sealed this _____ day of _____

Principal

Countersigned at _____

this _____ day of _____

Surety

BIDDER RESIDENCY STATEMENT

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

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

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

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

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

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

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

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

Signature: _____ Title: _____

Name (Print or Type): _____

Firm: _____

Telephone: _____ Date: _____

246U

CERTIFICATE OF COMPLIANCE WITH ORS 305.380-.385

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

Dated: _____

By _____

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

246U

0373U

Specifications For Multnomah County Oregon Construction

Project: Asphalt Concrete Pavement Overlay (8-5)

Location: Various Roads in Multnomah County

Kind of Work: Asphalt Concrete Pavement and Oiling
Highways, Roads, and Streets

Submitted By: _____
(Contractor)

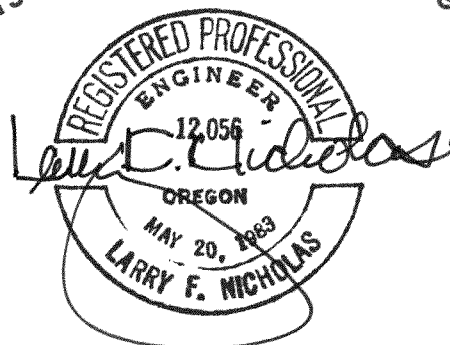
Bid No.: _____



MULTNOMAH COUNTY OREGON

Department of Environmental Services
Transportation Division

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



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

ASPHALT CONCRETE PAVEMENT OVERLAY
Various Roads in Multnomah County

Project 1075
Job No. 8-5

DESCRIPTION OF PROJECT

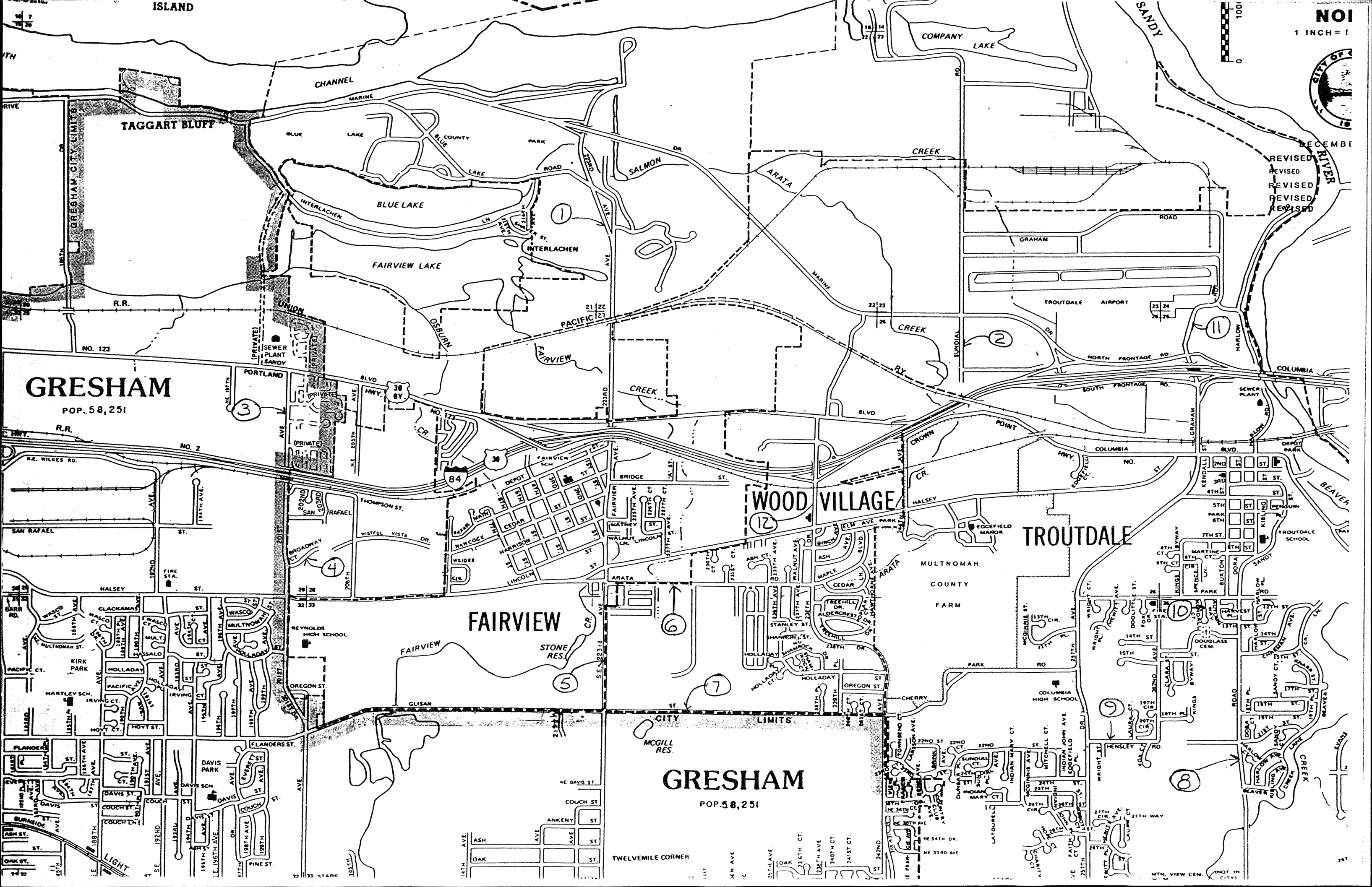
<u>Item No.</u>	<u>Name and Location</u>	<u>Length Feet</u>	<u>Width Feet</u>	<u>Depth Inches</u>	<u>Quantity Tons</u>
1.	NE 223rd Avenue Fr: Blue Lake Rd To: Pt. 2,895.26' N of Sandy Blvd.	1,573	20/24	1.5	370
2.	Sundial Road Fr: I-84 Freeway To: NE Marine Dr.	1,350	20	1.5	260
3.	NE 201st Ave. Fr: NE Sandy Blvd. To: NE San Rafael	2,800	25-36	1.5	700
4.	NE Broadway Ct. Fr: NE 201st Ave. To: NE'ly 529.04'.	529	32	1.5	163
5.	NE 223rd Ave. Fr: NE Halsey To: S'ly 1,500'	2,500	26	1.5	628
6.	NE Arata Rd. Fr: NE 223rd Ave. To: NE 238th Dr.	3,977	24	1.5	939
7.	NE Glisan St. Fr: NE 223rd Ave. To: E'ly 3,000'	3,000	20	1.5	579
8.	NE & SE Troutdale Rd. Fr: NE Cherry Pk Rd. To: SE Stark St.	5,298	22-44	1.5	1,548
9.	NE Hensley Rd. Fr: NE 257th Dr. To: NE 262nd Ave.	1,254	20-26	1.5	280
10.	Kendall Ct. Fr: Cherry Park Rd. To: S'ly 433'	433	32	1.5	134

ASPHALT CONCRETE PAVEMENT OVERLAY
Various Roads in Multnomah County

Project 1075
Job No. 8-5

DESCRIPTION OF PROJECT

<u>Item No.</u>	<u>Name and Location</u>	<u>Length Feet</u>	<u>Width Feet</u>	<u>Depth Inches</u>	<u>Quantity Tons</u>
11.	NE Graham Rd. Fr: Pt 355' of Col. River Hwy. To: N'ly 2,204'	1,700	20	1.5	334
12.	NE 238th Fr: NE Halsey St. To: 100' N. of Union Pacific RR Tracks	900	44	1.5	390



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POP. 58,251

WOOD VILLAGE

TROUTDALE

FAIRVIEW

GRESHAM
POP. 58,251

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TO ALL PLANHOLDERS

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

NOTICE TO CONTRACTORS

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

ASPHALT CONCRETE PAVEMENT OVERLAY (8-5)

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

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

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

Each bid is to be presented under sealed cover, endorsed, "Bid Proposal for Construction - Asphalt Concrete Pavement Overlay (8-5)," and filed with the Purchasing Director of Multnomah County, Oregon, and shall be accompanied by a surety bond or certified check made payable to Multnomah County Oregon, for an amount equal to ten percent of the amount of each bid, and no bid shall be considered unless such bidder bond or check is enclosed therewith. Such bond or check shall be delivered upon the condition that if said bid be accepted, the party bidding will promptly and properly enter into and execute contracts and bonds in accordance with the award.

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

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

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

NOTICE TO CONTRACTORS (Continued)

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

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

Bid No. _____

MULTNOMAH COUNTY, OREGON

Dated _____

By GLADYS McCOY
Chair of the Board

Approved as to form:

LAURENCE KRESSEL
Multnomah County Counsel

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

By _____
Deputy

INSTRUCTIONS TO BIDDERS

BIDDING

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

WORK ON WHICH BIDS ARE TO BE RECEIVED

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

TIME AND PLACE OF RECEIVING BIDS

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

SPECIFICATIONS AND PLANS

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

BIDDING REQUIREMENTS AND CONDITIONS

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

FILLING IN PROPOSAL FORMS

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

INSTRUCTIONS TO BIDDERS (continued)

CANCELLATION

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

PREQUALIFICATION REQUIREMENT

Pursuant to Multnomah County Public Contract Review Board (PCRB) Administrative Rule AR 40.030, prequalification shall be required for this project in the following classes of work: Asphalt Concrete Pavement and Oiling - Highways, Roads, and Streets.

AWARD AND EXECUTION OF CONTRACT

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

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

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

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

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

PERFORMANCE - PAYMENT BOND

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

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

ASPHALT CONCRETE PAVEMENT OVERLAY (8-5)

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

PERFORMANCE PAYMENT BOND (Page 2)

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

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

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

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

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

PERFORMANCE PAYMENT BOND (Page 3)

ATTEST:

Principal
By _____ (S)

(Principal) Secretary

(Address - Zip Code)
(SEAL)

Witness as to Principal

(Address - Zip Code)

ATTEST:

Surety
By _____
Attorney-in-Fact

(Surety) Secretary

(Address - Zip Code)
(SEAL)

Witness to Surety

(Address - Zip Code)

APPROVED AS TO FORM:

LAURENCE KRESSEL
County Counsel

By _____

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

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

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

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

SECTION 101 - DEFINITIONS AND TERMS

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

Section 101.02 - Definitions

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

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

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

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

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

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

Add the following definition:

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



SPECIAL PROVISIONS

Work to be Done

The work to be performed under this contract consists of overlaying the roads and streets as listed under the Description of Project section of this proposal with asphalt concrete, together with reshaping of existing intersections and driveways as required. The work will be done in accordance with the State Standard Specifications and these Special Provisions.

The Contractor shall furnish all labor, materials, equipment and tools, transportation and supplies required to complete the work in accordance with the State Standard Specifications, these Special Provisions and the terms of the contract.

Completion Time Limit

The work to be done under this contract shall be completed prior to June 30, 1989. The Contractor will be notified in writing of the specific date to commence work at least ten (10) days in advance and will not begin work until receipt of the Notice to Proceed.

AFFIRMATIVE ACTION REQUIREMENTS
EQUAL EMPLOYMENT OPPORTUNITY

The Contractor's attention is directed to the conditions and requirements, bound herein, for employment, training, reporting, etc., in connection with the employment of minorities.

APPLICABLE STANDARD SPECIFICATIONS

The Standard Specifications which are applicable to the work on this project are the "Standard Specifications for Highway Construction" of the Oregon State Highway Division (O.S.H.D.), 1984 edition, as amended and supplemented herein.

All number references in these special provisions shall be understood to refer to the Section or Subsection of the Standard Specifications bearing the like numbers. The Contractor's attention is specifically directed to the "Oregon State Highway Division, Supplemental Standard Specifications, Dense Graded Mix for Small Projects", dated February 1986, bound herein.

SECTION 102 - BIDDING REQUIREMENTS AND CONDITIONS

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

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

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

102.02 Contents of Proposal Form - Delete this Subsection and substitute the following:

"The proposal form for bidding purposes will be furnished to prospective bidders as hereinafter set forth under Subsection 102.03."

102.03 Issuance of Proposal Forms, Specifications and Plans - Delete this Subsection and substitute the following.

Upon request, all prospective bidders and other interested parties will be provided with a copy of the Bid Proposal, the Specification Booklet and the Proposal Form as approved by Multnomah County. A charge of Five Dollars (\$5.00), will be made for the Bid Proposal and Specifications Booklet. This Five Dollars, (\$5.00), will not be returned.

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

Delete the third paragraph and substitute the following:

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

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

102.19 Contract Forms, Plans and Specifications - Delete the first paragraph and substitute the following:

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

ASPHALT CONCRETE PAVEMENT OVERLAY
Various Roads in Multnomah County

Project 1075
Job No. 8-5

SECTION 103 - AWARD AND EXECUTION OF CONTRACT

103.03 Performance Bond - Delete the last sentence and substitute the following:

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

103.06 Execution of Contract and Bond - Change the reference to ten (10) days to read five (5) days.

SECTION 104 - SCOPE OF WORK

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

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

104.08 Final Trimming and Cleaning Up - Delete this Subsection and substitute the following:

Prior to final acceptance and payment, the Contractor shall clean the work area and adjacent areas of any debris, discarded asphaltic concrete material or other items deposited by the Contractor's personnel during the performance of this contract.

SECTION 105 - CONTROL OF WORK

105.06 Utilities - Supplement Subsection 105.06 as follows:

Damage to Contract Work or Existing Utilities - The Contractor shall be responsible for all costs for the repair of damage to the contract work or to any existing utility, previously known or disclosed during the work, as may be caused by operations.

ASPHALT CONCRETE PAVEMENT OVERLAY
Various Roads in Multnomah County

Project 1075
Job No. 8-5

105.15 Weight and Speed Limitations on Contractor's Vehicles and Equipment
- Supplement Subsection 105.15 as follows:

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

SECTION 107 - LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

107.18 Public Safety and Convenience - Delete the 8th paragraph and substitute the following:

Where plans call for facilitating public traffic by part-width construction with one-way traffic or when the Contractor resorts to one-way traffic procedure, the Contractor shall facilitate the safe passage of public traffic past such affected sections of road by providing for alternating one-way traffic control. Under these conditions, the Contractor shall furnish, at no additional cost, all signs, lights, barricades, flaggers, pilot cars and pilot car operators necessary to direct and handle the alternating one-way traffic. The section of road traversed by the one-way control shall not exceed one (1) mile in length unless otherwise approved by the Engineer, and the pilot car trips shall be so scheduled that no vehicle will be held immobile for more than fifteen (15) minutes. The delay time of fifteen (15) minutes shall not be exceeded, but the distance traveled under one-way control shall be reduced, if traffic demands so warrant. Notwithstanding the above provisions, the Contractor shall open the highway as quickly as possible for the passage of emergency vehicles.

SECTION 111 - TEMPORARY PROTECTIVE AND DIRECTIONAL MEASURES FOR TRAFFIC

111.91 Payment - General - Delete this Subsection and substitute the following:

The cost of all temporary measures for the protection, convenience and control of traffic, including all signing, flagging, barricades, and miscellaneous items, shall be included in one or more of the contract items, and no additional compensation will be allowed therefore.

SECTION 402 - ASPHALT CONCRETE PAVEMENT

Asphalt concrete pavement shall be constructed in conformance with Section 402 - Supplemental Standard Specifications - Dense Graded Mix For Small Projects, dated February 1986, bound herein and supplemented and/or modified as follows:

402.11 Classes of Asphalt Concrete and Proportions of Materials -

The class of Asphalt Concrete used on this project will be either/or Class "C" and/or Class "B" as indicated on the Bid Schedule.

402.16 Acceptance Sampling and Testing -

Delete this Subsection and substitute the following:

(a) Asphalt Concrete Mixture:

(a-1) Random sampling

a. General - Samples for compliance of aggregate gradation, asphalt cement content, and moisture content will be obtained by the Engineer on a random basis from the discharge of the paving plant.

A minimum of (1) sample will be taken per day. The sample will represent up to and including 1,000 tons. Any tonnage in excess of 1,000 tons will be included in the following day's tests. If the amount of tonnage over 1,000 is impractical to test, and if approved by the Engineer, the amount may be included in the amount represented by (1) sample.

A sample will not be obtained from the first 25 tons of mix produced in each production shift.

b. Compaction - Sampling for compaction will conform to the requirements in Subsection 402.45.

(a-2) Acceptance testing - Testing will be conducted in the Multnomah County Testing Laboratory or in the field, as the Engineer deems appropriate.

a. Aggregate gradation and asphalt content - Acceptance testing for compliance of aggregate gradation and asphalt content will use the following test methods:

<u>Test</u>	<u>OSHD Test Method</u>
Extraction of bitumen by Vacuum Extractor and	TM 309
Mechanical Analysis of Extracted Aggregate	TM 309

ASPHALT CONCRETE PAVEMENT OVERLAY
Various Roads in Multnomah County

Project 1075
Job No. 8-5

If the test results of any constituent of the mixture of a random sample vary from the "job mix formula" by more than one and one-half (1-1/2) times the tolerance limits specified in Subsection 402.11, a backup sample from the random sample will be tested. If the backup sample test results report the failing constituent closer to the mix design than the original test result, the backup sample will be used.

If two or more constituents vary from the "job mix formula" by more than one and one-half (1-1/2) times the tolerance limits specified in Subsection 402.11, the original or backup sample test results with the asphalt content closer to the mix design will be used. If both asphalt contents are the same, the sample with the smallest sieve size aggregate gradation closer to the "job mix formula" will be used.

b. Moisture - Acceptance testing for moisture will be in conformance to OSHD TM 311(M).

c. Compaction - Acceptance testing for compaction will conform to the requirements in Subsection 402.45.

(a-3) Rejected mixture:

a. Rejection by Contractor - The Contractor may, prior to sampling, elect to remove any defective material and replace it with new material at his expense. Any such new material will be sampled, tested, and evaluated for acceptance.

b. Rejection without testing - In addition to the provisions of Subsections 402.39(a) and 402.44(d), the Engineer, prior to sampling, may reject any batch, load, or section of roadway that appears defective in gradation, asphalt cement content, moisture content or compaction. Material rejected before placement shall not be incorporated in the pavement. Any rejected section of roadway shall be removed.

No payment will be made for the rejected materials or the removal of the material.

(b-6) Visual acceptance - In place of the above acceptance sampling and testing, the Engineer may accept a maximum of 1,000 tons of each class of asphalt concrete mixture by visual examination on the basis of one of the following methods:

ASPHALT CONCRETE PAVEMENT OVERLAY
Various Roads in Multnomah County

Project 1075
Job No. 8-5

a. The source of supply has in the past two years furnished similar materials that were found satisfactory under the State's normal sampling and testing procedures.

b. The supplier furnishes certified test results stating that based on prior test results, the supplier is furnishing a mixture that substantially complies with the specification requirements.

402.33 Asphalt Concrete Mixing Plant - (n) Truck Scales - Delete the second paragraph of this Subsection and substitute the following:

Contractors operating asphalt mixing plants without an automatic or computerized weight scales shall be required to utilize weighmen furnished by the Division. The Contractor shall be charged at the rate of Two hundred dollars (\$200.00), per day for each day that the weighmen are required.

402.44 Hauling, Spreading, Temperature Control and Finishing

Add the following:

Except for unavoidable delay or breakdown, delivery of the mixture to the paving machines shall be at a rate sufficient to provide continuous operation of the paving machines. If paving operations result in excessive stopping of the paving machine, as determined by the Engineer, paving operations shall be suspended until the Contractor can synchronize the rate of delivery of the mixture with the capacity of the paving machines.

No loads of mixture shall be transported from the mixing plant to the point of use so late in the day as to prevent the spreading and compacting of the mixture during daylight, unless otherwise approved by the Engineer. If placing of material during other than daylight hours is permitted by the Engineer, adequate lighting shall be provided.

The Contractor shall wing out the paving machine or dump additional material by hand for paved frontages and driveway approaches. In no case will material be removed from the traveled lane for paved frontages or driveway approaches.

If the abutting lane is not paved in the same day, or if the longitudinal joint is distorted by traffic or other causes prior to the abutting lane being paved, the distorted edge of the longitudinal joint shall be carefully trimmed to a neat line and painted with a thin coat of liquid asphalt or tack coat material prior to the abutting lane being paved.

Upon completion of the paving, all feathered joints will be sealed with emulsified asphalt and covered with sand to prevent tracking by traffic.

402.45 Compacted

Add the following:

Compaction density will be monitored by the Engineer with a Nuclear Gauge.

402.91 General (Payment)

Delete this Subsection and substitute the following:

Payment of the quantities of asphalt concrete will be paid for at the contract price bid per ton as indicated on the Bid Schedule complete in place. The quantity will be verified with the Engineer prior to the submission of any invoice. After verification the invoice will be submitted for payment to the Transportation Division Department and Environmental Services of Multnomah County, Oregon, 1620 SE 190th Avenue, Portland, Oregon 97233.

The pay item(s) will be either/or Asphalt Concrete Class "B" or "C" - Ton.

Material not in compliance with Subsection 402-11 will be summarized on Form 734-3965 (Summary of Failing Tests Results for Bituminous Mixtures). and the price will be adjusted accordingly.

SECTION 407 - ASPHALT TACK COAT

407.11 Asphalt -

Delete this Subsection and substitute the following:

The asphalt to be used in the tack coat shall be CRS-1 or CSS-1 cationic emulsified asphalt. The asphalt shall conform to the requirements given in Section 702. The materials may be conditionally accepted at the source or point of loading for transport to the project.

407.32 - Application Method and Rates - Delete this Subsection and substitute the following:

The Contractor shall apply asphalt tack coat to the entire area on which asphaltic concrete is to be placed as specified by the Engineer.

The asphalt tack coat shall be spread by means of a pressure distributor conforming to the requirements of Subsection 406.32. Asphalt tack coat material shall be heated and applied at normal application temperature. Asphalt tack coat material shall be applied at the rate of .10 gallons per square yard, unless directed otherwise.

The asphalt tack coat shall not be applied during wet or cold weather or during darkness and shall be applied only as far in advance of the asphalt concrete paving machine as is appropriate to insure a tacky, sticky condition of the asphalt tack coat at the time of placing the asphaltic concrete mixture.

The asphalt tack coat shall be applied in such a manner as to offer the least interference to traffic and to permit one-way traffic without pickup or tracking of the asphalt. Traffic shall not be routed over areas where asphalt tack coat has been applied except when unavoidable.

407.81 Measurement - General - Supplement this Subsection as follows:

The contractor shall furnish to the Engineer a daily weight ticket showing the beginning and ending gross weight, tare weight and net weight of the pressure distributor utilized to apply the asphalt tack coat material.

This daily tack weight ticket shall be the basis for submission of invoices for payment for asphalt tack coat material.

Verification of the amounts of asphalt tack coat material and the submission of invoices for payment shall be as outlined in Subsection 402.91 of these Special Provisions.

407.91 Payment - General - Delete this Subsection and substitute the following:

The accepted quantities of asphalt tack coat material will be paid for at the contract price, per unit, as specified.

The pay item and pay unit for asphalt tack coat material will be:

<u>Pay Item</u>	<u>Pay Unit</u>
Asphalt Tack Coat	Ton

SECTION 628 - ADJUSTMENT OF INCIDENTAL STRUCTURES

628.34 Adjusting Metal Structures - Delete this Subsection and substitute the following:

The Contractor will be required to install survey monument, manhole, water valve or gas valve riser rings as directed. The Engineer will furnish the riser rings or arrange for the effected utility to deliver them to the job site.

ASPHALT CONCRETE PAVEMENT OVERLAY
Various Roads in Multnomah County

Project 1075
Job No. 8-5

The Contractor will also be required to raise all pre-loosened, adjustable type, utility valve boxes to conform to the new pavement grade. The Engineer will contact the effected utilities to arrange for them to loosen their adjustable type valve boxes.

All work involved in this Subsection will be performed by the Contractor without additional compensation. The provisions of Subsection 628.91 do not apply.

OREGON STATE HIGHWAY DIVISION
SUPPLEMENTAL STANDARD SPECIFICATIONS
DENSE GRADED MIX FOR SMALL PROJECTS

FEBRUARY, 1986

SECTION 403 - ASPHALT CONCRETE PAVEMENT

Delete Section 403 and subsection 703.08 of the Standard Specifications and substitute the following:

SECTION 402 - ASPHALT CONCRETE PAVEMENT

Description

Subsection 402.01 Scope - This work shall consist of constructing one or more courses of asphalt concrete pavement on a prepared base in accordance with these specifications, and in reasonably close conformity to the lines, grades, thicknesses and cross sections shown on the plans or established by the Engineer.

Asphalt concrete is a hot mixture of asphalt cement; well-graded, high quality aggregate; mineral filler and additives as required; plant mixed into a uniformly coated mass, hot laid on a prepared foundation, and compacted.

402.02 Recycled Asphalt Pavement (RAP) Materials Permitted - The Contractor shall have the option of using processed recycled asphalt pavement materials in the production of new asphalt concrete pavement. The allowable percentage of RAP material in the new pavement will be a maximum of 20%. The RAP materials proposed for use in the recycled mix shall contain hard, sound and durable aggregates, and asphalt of a composition to provide properties equivalent to asphalt specified in subsection 402.12 when in the mix.

Asphalt concrete mixture containing RAP materials shall conform to the requirements herein set forth.

402.03 Modification of Mixes - The state reserves the right to modify specified mixes for use under various traffic conditions on various segments of the work and for feathering, spot patching and other special purposes when the Engineer determines it desirable; and the Contractor shall provide mixes proportioned as directed by the Engineer for such purposes.

Modifications of mix as herein provided may require change in the Contractor's plan and sequence of operations, and such change in plan and sequence shall be allowed for and covered by the Contractor in his contract unit prices; however, such a modified mix will be consistent with the gradation and separation of the aggregate produced and accepted for use in the specified mix.

402.04 Prepaving Conference - The Contractor and his supervisory personnel plus any subcontractors and their supervisory personnel who are to be involved in the paving work shall meet with the Project Manager and his representatives for a prepaving conference at a time mutually agreed upon. At this conference, the Contractor shall discuss his methods of accomplishing all phases of the paving work. The plan of the work, order of paving and other details of performance shall meet with the approval of the Engineer.

Materials

402.11 Classes of Asphalt Concrete and Proportions of Materials - The asphalt concrete mixture on this project shall be a well-graded, uniform, durable mix of the class or classes as shown on the plans or as directed by the Engineer using all new materials or a combination of new materials and recycled materials in conformance with subsection 402.02 herein. The components shall be within the broadband limits set forth in the following table unless the "job mix formula" and its tolerances allow otherwise.

<u>Sieve Size</u> <u>Passing</u>	<u>BROADBAND LIMITS</u>			<u>Acceptable</u> <u>Job</u> <u>Mix Formula</u>	<u>Tolerance</u> <u>Plus or Minus</u> <u>From Job Mix</u> <u>Formula</u>
	<u>Class "B"</u>	<u>Class "C"</u>	<u>Class "D"</u>		
	<u>Percentage</u> <u>of Total</u> <u>Aggregate</u> <u>(by weight)</u>				
1"	100	-	-	WITHIN BROADBAND LIMITS	
3/4"	95-100	100	-		
1/2"	81-93	95-100	100		
1/4"	52-72	52-80	85-100	MIDPOINT	7%
No. 10	21-41	21-46	37-57	OF	5%
No. 40	8-24	8-25	13-29	BROADBAND	5%
No. 200*	2-7	3-8	4-9		2.0%
Asphalt Cement**	4-8	4-8	4-8	6.0%	0.6%

* If lime treated aggregate or mineral filler is used, the percentage passing the #200 sieve will be increased 0.5%.

** Percent of total mix (by weight). The amount of new asphalt cement to be added to the recycled mixture will vary from 3 to 8 percent.

New aggregates (does not apply to RAP materials) treated with hydrated lime as specified below are acceptable for use if the Contractor so elects. Each size of aggregate shall have been treated with lime in the following proportions:

<u>Separated Sizes</u>	<u>Percent Hydrated Lime (by weight of Aggregate)</u>	<u>Tolerance (Percent)</u>
3/4"-1/4", 3/4"-1/2", 1/2"-1/4"	0.35	+ 0.15
1/4"-0	1.5	+ 0.15
1/4"-#10	1.0	+ 0.15
#10-0	2.0	+ 0.15

One of the following procedures shall have been used at the Contractor's option:

(a) Dry hydrated lime added to wet aggregates - At the time of mixing the aggregate and hydrated lime, the minimum moisture content of the coarse and fine aggregate shall be 2.5 percent and 5.0 percent respectively. Hydrated lime, water and aggregate shall be thoroughly mixed in a pugmill or other approved mechanical mixer after crushing and then shall be stockpiled in one or more stockpiles. If the aggregate contains free water (water not adhering to the aggregate surface), the excess moisture shall be removed before adding hydrated lime. The mixed material shall remain in the stockpile(s) for a minimum of 5 days before being processed to produce the specified asphalt concrete mixture(s).

(b) Lime slurry added to aggregate - The lime shall be added to the aggregate in the form of a slurry. The lime slurry shall contain a minimum of 70 percent water by weight. The slurry and aggregate shall be thoroughly mixed in a pugmill or other approved mechanical mixer after crushing and shall then be stockpiled in one or more stockpiles. The mixed material shall remain in the stockpile(s) for a minimum of 24 hours before being processed to produce the specified asphalt concrete mixture(s) unless otherwise approved by the Engineer.

(c) Hydrated lime - Hydrated lime shall have met the requirements of AASHTO M 216, Type 1, Grade A. A certification as set forth in subsection 106.08 shall be supplied to the Engineer.

No additional payment will be made for the lime treated aggregates.

402.12(a)

402.12 Asphalt Cement and Additives:

(a) Asphalt cement - New asphalt cement shall meet the requirements of one of the asphalt cements listed in the Division's current publication "Specification of Asphalt Materials," with the understanding that any one of the grades is to be used at such times and under such conditions as determined by the Engineer.

(b) Asphalt cement additives - Antistripping additives ordered and/or approved by the Engineer shall be added to the asphalt cement and shall meet the applicable requirements of Section 702.

402.13 Job Mix Formula - A "job mix formula" will be established within the limits indicated in the table in subsection 402.11, unless otherwise approved by the Engineer as set forth below. Only upon order of the Engineer shall it be changed. Any change of percentages in any constituent of the "job mix formula" creates a new "job mix formula."

(a) It shall conform to a current approved new materials or recycled materials "job mix formula," not over two years old, on file with the Highway Division for the source to be used.

(b) If there is no such current "job mix formula" on file, the Contractor shall provide the Engineer the records of the preceding calendar year of asphalt content and aggregate gradation for all asphalt mixtures of the same class from the same source and the average of each component for that year. If approved by the Engineer, the "job mix formula" will be the previous calendar year average.

(c) If there are no current approved "job mix formulas" on file, and the preceding calendar year average records are not approved, then the Contractor shall provide a "job mix formula" determined by any means the Contractor deems appropriate for a well-graded, uniform, durable mix for approval or rejection by the Engineer. The aggregate gradation shall be within the broadband limits set forth in the table. The design asphalt cement content shall be 6.0 percent, unless otherwise approved by the Engineer.

(d) If a "job mix formula" is not approved by the Engineer under (a), (b), or (c) above, then a new "job mix formula" will be established in accordance with the following:

The asphalt concrete mixture shall be composed of aggregate, asphalt cement, and additives, if required, combined in the

proportions specified for the class of asphalt concrete mixtures involved. Specified aggregate proportions are given in percentages by weight of the total aggregates including filler material.

Representative samples of materials which conform to the specifications and will be incorporated into the mixture on the project shall be furnished to the Engineer as follows:

<u>Material</u>	<u>Amount</u>
New Aggregate	250 pounds of each size
Salvaged Asphalt Concrete	200 pounds from each stockpile
Asphalt Cement	2 gallons in one quart containers
Antistripping Additive	1 pint

These representative samples shall not be obtained until the Contractor has produced sufficient quantities of aggregate materials to make 25 percent of the asphalt mixture.

Samples shall be received at the Engineering Laboratory Building in Salem at least 25 days prior to producing any of the mixture for use in the asphalt concrete pavement.

The Engineer will determine (a) whether or not the aggregate material meets the requirements of subsection 402.17 and, if so, (b) the proportions of each of the several constituents to be used in the mixture. The proportions so determined shall be known as the "job mix formula."

Using the representative samples submitted and the proposed proportion of each, trial mix tests will be run to determine the percentage of asphalt, by weight, to be added.

The mixture when tested in accordance with OSHD TM 308 shall have an index of retained strength of not less than 75% at the wearing course design asphalt content from the "job mix formula."

The cost of designing this "job mix formula" shall be borne by the Contractor.

402.15 Process Control - The Contractor shall be responsible for process control testing.

402.16 Acceptance Sampling and Testing - Acceptance sampling and testing will be performed by the Engineer in conformance with subsection 106.19 of the Supplemental Standard Specifications and the following:

402.16(a)

(a) General - When the COMPOSITE PAY FACTOR (CPF) is greater than 1.0000, it will be reduced as follows:

$$\text{Reduced in CPF} = \frac{(\text{CPF}-1)}{2}$$

(b) Asphalt concrete mixture:

(b-1) Random sampling

a. General - Samples for compliance of aggregate gradation, asphalt cement content, and moisture content will be obtained by the Contractor on a random basis from the discharge of the paving plant mixer when directed by the Engineer.

A sample will not be obtained from the first 25 tons of mix produced in each production shift.

b. Compaction - Sampling for compaction will conform to the requirements in subsection 402.45.

(b-2) Lot size - The quantity represented by each sample will constitute a subplot and will normally be 500 tons of mixture. For the purpose of acceptance sampling and testing, a lot is defined as the total quantity of material or work produced per "job mix formula," placed and represented by randomly selected samples tested for acceptance. All of the test results obtained from the acceptance samples shall be evaluated collectively and shall constitute a lot. Only one lot per "job mix formula" and/or compaction test method will be expected to occur. See subsection 106.19(b) for minimum lot size.

The Contractor may request a change in "job mix formula." If the request is approved, all of the material produced up to the time of the change will be evaluated on the basis of available tests and a new lot will begin.

(b-3) Acceptance testing - Testing will be conducted in the State's Central Laboratory or in the field, as the Engineer deems appropriate.

a. Aggregate gradation and asphalt content - Acceptance testing for compliance of aggregate gradation and asphalt content will use the following test methods:

<u>Test</u>	<u>OSHD Test Method</u>
Extraction of bitumen by Vacuum Extractor and	TM 309
Mechanical Analysis of Extracted Aggregate	TM 309

If the test results of any constituent of the mixture of a random sample vary from the "job mix formula" by more than one and one-half (1-1/2) times the tolerance limits specified in subsection 402.11, a backup sample from the random sample will be tested. If the backup sample test results report the failing constituent closer to the mix design than the original test result, the backup sample test will be used.

If two or more constituents vary from the "job mix formula" by more than one and one-half (1-1/2) times the tolerance limits specified in subsection 402.11, the original or backup sample test results with the asphalt content closer to the mix design will be used. If both asphalt contents are the same, the sample with the smallest sieve size aggregate gradation closer to the "job mix formula" will be used.

b. Moisture - Acceptance testing for moisture will be in conformance to OSHD TM 311(M).

c. Compaction - Acceptance testing for compaction will conform to the requirements in subsection 402.45.

(b-4) Rejected mixture:

a. Rejection by Contractor - In accordance with subsection 106.19(c) the Contractor may, prior to sampling, elect to remove any defective material and replace it with new material at his expense. Any such new material will be sampled, tested, and evaluated for acceptance in accordance with subsection 106.19.

b. Rejection without testing - In addition to the provisions of subsections 402.39(a) and 402.44(d), the Engineer, prior to sampling, may reject any batch, load, or section of roadway that appears defective in gradation, asphalt cement content, moisture content or compaction. Material rejected

before placement shall not be incorporated in the pavement. Any rejected section of roadway shall be removed.

No payment will be made for the rejected materials or the removal of the materials unless the Contractor requests that the rejected material be tested. If the Contractor elects to have the rejected material tested, a minimum of three representative samples will be obtained and sent to the Division's laboratory in Salem for testing. Acceptance will be based on conformance with subsection 106.19 except that if the COMPOSITE PAY FACTOR (CPF) for the rejected material is less than 0.7500, no payment will be made for the removal costs or rejected material and in addition the cost of the sampling and testing shall be borne by the Contractor. However, if the COMPOSITE PAY FACTOR (CPF) is greater than 0.7500, the cost of sampling and testing will be borne by the State.

If the Contractor removes material from a designated sample site prior to sampling because the Engineer ordered such removal or because the Contractor elected to remove such material as provided in paragraph (a) above, a new replacement random sample site will be established for the remaining material in the subplot.

c. A partial subplot - In addition to the preceding random acceptance sampling and testing, the Engineer may also isolate from a normal subplot any material that is suspected of being defective in gradation, asphalt cement content, moisture content or compaction. Such isolated material will not include an original sample location. A minimum of three random samples of the suspect material will be obtained and tested. The material will then be evaluated for price adjustment in accordance with subsection 106.19. This material will be considered a separate lot. Two adjoining partial sublots will be combined into a single lot with a minimum of six random samples.

d. An entire subplot - If an entire subplot is rejected in accordance with subsection 106.19(c), four additional random samples from this subplot will be obtained and the subplot evaluated as an independent lot with the original test result included as a fifth test with the new independent lot instead of with the original lot.

e. A lot in progress - Whenever the COMPOSITE PAY FACTOR (CPF) for a lot in progress:

1. Drops below 1.0000 and the Contractor is taking no corrective action, or
2. is less than 0.7500, the Contractor shall shut down his operations and shall not resume asphalt concrete placement until such time as he can satisfy the Engineer that specification material can be produced.

f. An entire lot - An entire lot with a COMPOSITE PAY FACTOR (CPF) of less than 0.7500 will be rejected in accordance with subsection 106.19(b).

(b-5) Table of price adjustment factors:

<u>Constituent</u>	<u>Factor "f"</u>
All aggregate passing 1", 3/4" and 1/2" sieves specified in subsection 402.11....	1 Each
All aggregate passing 1/4".....	3
All aggregate passing No. 10.....	5
All aggregate passing No. 40.....	3
Aggregate passing No. 200 sieve.....	10
Asphalt cement.....	26
Moisture content.....	10
Compaction (Density).....	40

If a constituent is not measured in accordance with these specifications, its individual pay factor will be considered 1.0 in calculating the COMPOSITE PAY FACTOR (CPF) as described in subsection 106.19(d).

(b-6) Visual acceptance - In place of the above acceptance sampling and testing, the Engineer may accept a maximum of 1,000 tons of each class of asphalt concrete mixture by visual examination on the basis of one of the following two methods:

a. The source of supply has in the past two years furnished similar materials that were found satisfactory under the State's normal sampling and testing procedures.

b. The supplier furnishes certified test results stating that based on prior test results, the supplier is furnishing a mixture that substantially complies with the specification requirements.

402.17 Aggregates - Only when the "job mix formula" is established under subsection 402.13(d) does 402.17(b) apply.

(a) Stockpiling - The aggregates shall be stockpiled and removed from stockpiles in a manner that will hold segregation to a minimum.

(b) New aggregates - Sampling and testing will be performed by the Engineer to the extent deemed necessary to assure compliance with these specifications.

(b-1) Quarry rock - The quarry rock material from which the aggregates are produced shall be scalped on a screen the entire surface of which has openings not less than 3/4-inch in size. After the material has passed over the scalping screen, it shall contain not more than five percent by weight of material passing the 1/2-inch sieve. This requirement will apply to the material after it has passed through the primary crusher. In addition 95% of the quarry rock following the primary crushing shall pass an 8-inch sieve.

(b-2) Fracture of gravel (OSHD TM 213) - If crushed gravel is furnished, the following percentages of the material shall have fractured faces produced by mechanical crushing:

<u>Material Retained on</u>	<u>Fractured Faces</u>	<u>Percentage of Fracture</u>
3/4", 1/2" and 1/4" sieves	2	75
#10 sieve	1	75

(b-3) Plasticity (OSHD TM 103) - Aggregates passing the 1/4-inch sieve shall meet the plasticity index requirements set forth in subsection 703.07(d) of the Standard Specifications.

(b-4) Durability - The crushed aggregates shall meet the following test requirements:

<u>Test</u>	<u>OSHD Test Method</u>	<u>Maximum Values</u>	
		<u>Coarse Aggregates</u>	<u>Fine Aggregates</u>
Soundness (5 cycles)	TM 206	12%	12%
Degradation			
Passing No. 20 Sieve	TM 208	30%	30%
Sediment Height	TM 208	3"	4"
Abrasion	TM 211	30%	-

(b-5) Deleterious substances - The amount of deleterious substances in each test fraction of the crushed aggregate material shall not exceed:

<u>Test</u>	<u>OSHD Test Method</u>	<u>Maximum Percentages (by weight)</u>
Lightweight Pieces	TM 222	1.0
Wood Particles	TM 225	0.1
Friable Particles		
Coarse Aggregate	TM 221	1.0
Fine Aggregate	TM 221	1.5
Flat and Elongated Pieces		
Coarse Aggregate	TM 229	5.0

The aggregates shall be free from all other deleterious substances such as soft or disintegrated pieces, clay loam or vegetative matter, either in a free state or as a coating on the stone.

(c) Recycled materials - Recycled material which is used in the asphalt concrete pavement shall have a maximum size of 1-inch prior to entering the cold feed. Any recycled material larger than 1-inch shall be separated by screening or other means, broken down by mechanical means to pass a 1-inch sieve and reincorporated with the balance of the recycled material to form a homogeneous mixture acceptable to the Engineer. The recycled material shall be blended with new aggregate to provide a mix conforming to the "job mix formula" within the tolerances hereinbefore set forth. If there is evidence of the recycled material not breaking down during the heating and mixing of the asphalt concrete mixture, the Engineer may elect to modify the maximum size requirement. Not more than 20 percent by weight, of recycled materials may be used in the mix.

Construction

402.31 Weather Limitations - Asphalt concrete mixtures shall be placed on dry prepared surfaces when the air temperature in the shade is not less than:

<u>Nominal Compacted Thickness of Individual Courses*</u>	<u>TRAVEL LANES WEARING COURSE</u>	<u>ALL OTHER COURSES</u>
Less than 1-1/2 inches	60°F	55°F
1-1/2 inches to 2-1/2 inches	50°F	45°F
2-1/2 inches and Over	40°F	35°F

*As shown on the typical section of the plans.

Placing of any mixture during rain or other adverse weather conditions normally will not be permitted, except that mix in transit at the time these adverse conditions occur may be laid if of proper temperature, if the mix has been covered during transit, if placed on a foundation free from pools or flow of water and if all other requirements of these specifications are met. Asphalt concrete mixtures shall not be placed when the underlying layer is frozen, or when, in the opinion of the Engineer, weather conditions either existing or expected will prevent the proper handling, finishing, or compaction of the mixtures.

402.33 Asphalt Concrete Mixing Plant - The Contractor shall certify in writing, prior to producing any asphalt concrete mixture for the project, that the mixing plant to be used complies with all of the appropriate following requirements:

(a) DEQ requirements - Prior to producing and furnishing asphalt concrete for a contract project from a new or revised stationary plant location or a portable plant, the Contractor shall provide a written statement of the Project Manager which contains the following:

1. A current air contaminate discharge permit number for the plant being used.
2. The expiration date of the permit.
3. A statement that the D.E.Q. has been advised of the location of the plant and when its operation is intended to commence.

The name and address of the air pollution authority having jurisdiction over the area may be obtained from the Engineer.

(b) Scales - Scales shall be accurate to 0.5 percent of the maximum load that may be required, and shall be tested and adjusted as often as the Engineer may deem necessary to assure their continued accuracy.

Plant scales - Poises shall be locked to prevent unauthorized change of position. The Contractor may provide an approved automatic printer system which will print the weights of the material delivered, provided the system is used in conjunction with an approved automatic batching and mixing control system.

Plant scale requirements shall apply only where weight proportioning is used to rescreen aggregates.

Belt scales - On plants without screens, belt scales shall be provided on the final aggregate conveyor system prior to the aggregates entry into the mix.

Belt scales may also be employed to weight aggregate on conveyor belts carrying each separate size material.

Belt scales shall be zeroed daily prior to commencement of production.

(c) Bins - The plant shall include storage bins of sufficient capacity to supply the mixer when it is operating at full capacity.

(d) Aggregate proportioning - The plant shall include means for accurately proportioning each size of aggregate.

The system may include individual feeder belt scales or other devices.

(e) Weight calibration of aggregate feed - The weight calibration of aggregate feed shall be the responsibility of the Contractor.

(f) Vibratory scalping devices - Vibratory devices which will reject aggregate or RAP material larger than one inch and eliminate lumps of material which have become cemented together shall be installed and operated in the feeder mechanism ahead of the mixer.

(g) Dryer - The plant shall include a dryer or dryers which continuously agitates and dries the aggregate during the

heating and drying process. The dryer shall be of a type and design which will heat and dry the aggregate to specified temperatures and moisture content uniformly in required quantity, without leaving any visible unburned oil or carbon residue on the aggregate.

(h) Screens - Plan screens will be required if, immediately prior to introduction of proportioned aggregates to the mixing plant, the gradation of the combined aggregates is not within the tolerances for the "job mix formula" as hereinbefore set forth.

(i) Asphalt storage and heating tanks - Tanks for the storage of asphalt material shall be equipped to heat and hold the material at the required temperatures. The heating shall be accomplished by steam coils, electricity, or other approved means so that no flame shall be in contact with asphalt in the tank. The circulating system for the asphalt material shall assure continuous circulation during the operating period. Provision shall be made for measuring and sampling storage tanks.

(j) Asphalt control unit - Satisfactory means, either by weighing or metering, shall be provided to obtain the specified amount of asphalt material in the mix. Means shall be provided for checking the quantity or rate of flow of asphalt material into the mixer.

(k) Thermometric equipment - An armored thermometer of adequate range in temperature reading shall be fixed in the asphalt feed line at a suitable location near the mixer unit.

The plant shall also be equipped with either a dial-scale, mercury-actuated thermometer, an electric pyrometer, or other thermometric instrument so placed at the discharge chute as to automatically register or indicate the temperature of the heated mix.

(l) Synchronization of aggregate feed and asphalt material feed - A positive means of control shall be provided between the flow of proportioned aggregates from the bins and the flow of asphalt material from the meter or other proportioning device.

This control shall be capable of maintaining a uniform percentage of the proportioned aggregates and the asphalt materials as required by the job mix design.

(m) Sampling device - A mechanical sampling device shall be provided to procure representative samples of the mix at the discharge of the mixer.

(n) Truck scales - Each pay load of asphalt concrete mixture shall be weighed on vehicle scales meeting the requirements of subsection 109.02 except as follows:

When vehicle scales meeting the requirements of subsection 109.02 are available for check weighing, the Contractor, upon written approval of the Engineer, will be permitted to use either an approved automatic printer system as provided in paragraph (b) or an approved weigh hopper that is accurate to 0.5 percent. Use of these methods of determining pay weights will be discontinued when random check weighings indicate that the quantities are not accurate to 0.5 percent. Each load of mixture shall have a weigh memo provided by a Contractor provided weighperson or by a Division provided weighperson. The weigh memo shall meet the requirements of subsection 109.02(c). The Division provided weighperson will not be involved in any way in the production of materials or the loading of Contractor's vehicles.

The Contractor shall be responsible for any additional costs resulting from the use of these weigh methods except for the cost of the Division provided weighperson.

(o) Safety requirements - Adequate and safe stairways to sampling points shall be provided and guarded ladders to other plant units shall be placed at points where accessibility to plant operations is required. Ample and unobstructed space shall be provided. A clear and unobstructed passage shall be maintained at all times in and around the truck loading area.

402.34 Hauling Equipment - Vehicles used for hauling asphalt concrete mixtures shall have tight, clean and smooth beds which have been thinly coated with a minimum amount of paraffin oil, lime solution, soapy water or other approved material to prevent the mixture from adhering to the beds. Diesel oil may be used when requested by the Contractor and approved by the Engineer. Its use will be terminated by the Engineer if it is not being used as specified or is a source of contamination for the asphalt mix.

During each application of an approved coating material, and prior to loading, the vehicle bed shall be drained of all excess coating material by raising the truck bed, opening belly dump gates or operating the conveyor belt as appropriate for the type of equipment being used.

Vehicles which cause excessive segregation, which leak badly, or which delay normal operations, as such are determined by the Engineer, shall not be used.

Contractors hauling vehicles shall be so constructed and equipped with covers to protect against moisture and against heat loss, and shall have a 3/8-inch diameter hole near the middle of the left side wall of the bed to allow access for a thermometer.

402.35 Asphalt Concrete Pavers - Pavers shall be self-contained, power-propelled units, provided with an activated screed or strike-off assembly, heated if necessary, and capable of spreading and finishing layers of asphalt concrete material in widths applicable to the specified typical sections, and to required thicknesses, lines, grades and cross sections.

Extensions added to the paver when used on travel lanes shall have the same augering and screeding equipment as the rest of the paver.

The paver shall be equipped with a receiving and distribution system of sufficient capacity for a uniform spreading operation and capable of placing the mixture uniformly in front of the screed without segregation of materials.

The paver shall be designed to compensate for minor irregularities of the base on which it is supported so that such will not be reflected immediately in the surface of the layer being placed. The weight of the paver shall be supported on tracks or wheels none of which shall contact the mixture being laid. The contact area of the screed or strike-off assembly shall be uniform over the entire width of the strip of mixture being placed.

The screed or strike-off assembly shall produce a finished surface of the required evenness and texture without tearing, shoving or gouging the mixture. The paver shall be equipped with either a manual or electronic line and grade control.

402.36 Compactors - Rollers shall be steel wheel, pneumatic tire, vibratory or a combination of these types as specified. They shall be in good condition and capable of reversing without backlash.

(a) Steel wheel rollers - Steel wheeled rollers shall have a minimum gross static weight of 8 tons and a minimum static weight on the drive wheel of 250 pounds per inch of width. For finish rolling a 6-ton minimum gross static weight is acceptable and the 250 pounds per inch of width will not be required.

(b) Vibratory rollers - Vibratory rollers shall be equipped with amplitude and frequency controls and shall be specifically designed for compaction of asphalt concrete mixtures. The rollers shall be capable of frequencies of not less than 2,000 vibrations per minute.

(c) Pneumatic rollers -The pneumatic-tired rollers shall be self-propelled, tandem or multiple axle, multiple wheel type with smooth-tread pneumatic tires of equal size staggered on the axles at such spacings and overlaps as will provide uniform compacting pressure for the full compacting width of the roller and shall be capable of exerting ground pressures of at least 80 pounds per square inch of tire contact area. Pneumatic-tired rollers shall be fully skirted to insulate the tires from significant heat loss during compaction.

402.37 Preparation of Foundation - All bases and foundations which are constructed under the contract and on which the pavement is to be constructed shall be in or brought to the completed and finished condition prescribed under the applicable specification for its construction. Existing base and foundations shall be reconditioned as prescribed in Section 306.

Broken or ragged edges of existing paved surfaces underlying or abutting the new pavement shall be trimmed back to firm material.

Any paved surface on which asphalt concrete is to be placed shall be treated with an asphalt tack coat as prescribed in Section 407.

After the tack coat is placed, depressed areas shall be leveled with an approved asphalt concrete mixture and compacted. The leveling work shall be a separate operation and performed at the locations and to the extent designated by the Engineer. Leveling material shall be spread by means of a paving machine except in small incidental areas as determined by the Engineer where a blade grader or other suitable equipment may be permitted.

402.38 Delivery, Storage and Handling of Aggregates - The handling of the aggregates at the producing plant, in delivering and in storing at the paving plant site shall be such as will prevent the segregation of materials and the intermingling of separate gradings or kinds of aggregates.

402.39 Driving, Heating, and Separating Aggregates into Designated Sizes:

(a) Drying - Aggregates shall be dried to the extent that any remaining contained moisture does not result in visible defects in the mixture such as slumping loads, boils or slicks.

Slumping loads shall not be incorporated into the pavement, but shall be disposed of by the Contractor at his expense and in a manner satisfactory to the Engineer.

Boils and slicks occurring in the pavement shall be immediately removed and replaced with suitable materials, all at the Contractor's expense.

The moisture content of the mix shall not exceed 0.60% at time of discharge from the mixing plant.

(b) Heating temperatures - The temperature of the mix at discharge from the plant shall not exceed 325°F.

(c) Screening - Immediately after drying and heating, in plants which have screens, the aggregates shall be separated by screening into the sizes required for separate handling, storing and proportioning at the mixing plant.

402.40 Heating Asphalt Cement - Asphalt cement shall be heated in equipment so designed that the heating will be uniform throughout the mass and so that the heat can be controlled at all times.

The temperature of the asphalt cement upon entry into the mixture shall be not less than 250°F nor more than 350°F.

402.41 Mixing - All the various required components of the asphalt concrete mixing plant shall be utilized and operated in a manner to assure compliance with this section.

The combined materials shall be mixed until a complete and uniform coating of the particles and a thorough distribution of the asphalt material throughout the aggregate is secured.

402.42 Asphalt Concrete Storage - Storing or holding of hot asphalt concrete mixture in open stockpiles will not be permitted.

Temporary storing or holding of hot asphalt concrete mixture in storage silos will be permitted.

Trucks shall be loaded from the storage silos in a manner that prevents segregation.

402.43 Control of Line and Grade - The Contractor shall either manually or electronically control line and grade. The Engineer will establish references at reasonable intervals for line and grade control of the method chosen by the Contractor.

402.44 Hauling, Spreading, Temperature Control and Finishing:

(a) Hauling - If rain or cold air temperatures are encountered during any period between loading and laydown, covers shall be used to protect the mixture from dropping below specified laydown temperatures or causing solidifying, crusting, or excess moisture to occur.

(b) Spreading:

(b-1) General - The mixture shall be laid on an approved surface, spread and struck off to established grade and elevation. Asphalt pavers conforming to subsection 402.35 shall be used to distribute the mixture.

In areas where patching, irregularities or unavoidable obstacles make the use of specified equipment impracticable, the mixture may be spread with special hopper equipment with adjustable strike off or by other equipment and means approved by the Engineer.

(b-2) Dropoffs -When placing asphalt concrete pavement courses in excess of a 2-inch nominal thickness under traffic, work shall be scheduled so at the end of each working shift the full width of the area being paved including shoulders shall be complete to the same elevation with no longitudinal dropoffs.

When placing asphalt concrete pavement in courses 2 inches and less, but more than a 1-inch nominal thickness under traffic, work shall be scheduled so at the end of each working shift one strip of new travel lane pavement shall not extend beyond the adjoining strip of new travel lane pavement more than the distance normally covered by each shift. Prior to any suspension of operations for a period of one day or more, the full width of the area to be paved, including outside shoulders, shall be completed to the same elevation with no longitudinal dropoffs.

If unable to complete the pavement without longitudinal dropoffs as specified above, the Contractor shall, within the specified time constraints construct and maintain a wedge of asphalt concrete at a slope of 10:1 or flatter along the the exposed longitudinal joint. Longitudinal joints one inch or less will not require a wedge shall be removed and disposed of prior to continuing paving operations. Construction, maintenance, removal and disposal of the wedge shall be at the Contractor's expense.

The transverse dropoff at the end of each strip shall be feathered out in accordance with subsection 402.46.

Where abrupt or sloped dropoffs occur within or at the edge of the paved surface the Contractor shall provide suitable warning signs as required under Section 111.

(b-3) Construction joints - The mixture shall be laid in strips of such widths as to hold to a practical minimum the number of longitudinal joints required. Longitudinal joints in the wearing course shall not occur within the area or width of a traffic lane or auxiliary lane. On median lanes and on shoulder areas such joints shall occur only at points of change in the transverse slopes as shown on the plans or designated by the Engineer. The longitudinal joints in one layer shall offset those in the layer immediately below by a minimum of 6 inches. These underlying longitudinal joints shall be within 12 inches of the edge of a lane or within 12 inches of the center of a lane, except in irregular areas, or if otherwise shown on the plans.

(c) Temperature - the temperature of the mixture at the time it is placed in final position will normally be about 280°F. The project Manager may, however, adjust this temperature in 10°F increments upwards if the aggregate coating, moisture content, workability or compaction requirements are not attained. The maximum temperature shall not exceed that specified for the mixture in subsection 402.39. Similar adjustments may be made downward by the Project Manager if the aggregate coating, moisture content, workability and compaction requirements are attained. The minimum temperature shall be 240°F.

(d) Finishing and details - Special care shall be taken at longitudinal joints to provide positive bond and to provide density and finish to new mixture equal in all respects to the mixture against which it is placed.

Segregation of materials, nonuniform texture, fouled surfaces preventing full bond between successive spreads of mixture and other defects in material and workmanship, determined by the Engineer as detrimental, shall be corrected by the Contractor as directed by the Engineer and the costs thereof shall be borne by the Contractor.

402.45 Compaction - Immediately after the asphalt concrete mixture has been spread, struck off and surface irregularities and other defects remedied, it shall be thoroughly and uniformly rolled until the mixture is compacted as hereinafter set forth.

The mixture shall be compacted with at least four coverages by the roller(s), excluding finish rolling, and such additional coverages as the Engineer may elect. Compacting shall be performed with steel-wheeled vibratory and/or pneumatic-tired rollers conforming to the requirements of subsection 402.36 as directed by the Engineer.

Rollers shall be operated at speeds recommended by the roller manufacturer (5 mph maximum for pneumatic-tired rollers) and slow enough to avoid displacement of the mixture. The type, number, and weight of rollers shall be sufficient to compact the mixture while it is still within the specified temperature requirement. The use of equipment which crushes the aggregate will not be permitted.

Any displacement of any course regardless of thickness occurring as a result of the reversing of the direction of a roller, or from other causes, shall be corrected at once by the use of rakes and addition of fresh mixture when required. Care shall be exercised not to displace the line and grade of edges. Steel roller wheels shall be moistened with water or other approved material to the least extent necessary to prevent pickup of mixture and not cause spotting or defacement of the surface of the mixture.

Any mixture that becomes loose and broken, mixed with dirt or is any way defective shall be subject to removal and to replacement with fresh hot mixture, which shall be compacted to conform to the surrounding area. Any area showing an excess or deficiency of asphalt cement shall be subject to removal and to replacement. Removal and replacement under these provisions shall be at the expense of the Contractor unless the Engineer determines that the defects, excesses or deficiencies are not caused by or the fault of the Contractor's operations.

Along curbs and walls, on walks, irregular areas, and other areas not practicably accessible to specified rollers, the mixture shall be compacted with small self-propelled rollers, mechanical tampers, hot hand tampers or heavy hand rollers. On depressed

areas, a trench roller may be used or cleated compression strips may be used under the roller to transmit compression to the depressed area.

402.46 Transverse Joints - The following applies to the travel lane portion of all specified pavement courses, but does not apply to leveling courses:

(a) Placing of the mixture shall be as continuous and uniform as possible and pavement depth, line and grade shall be maintained at least 4 feet beyond the selected transverse joint location, then a sloped end section shall be constructed.

If the pavement will be subjected to traffic, the slope shall be no less than 50:1 (horizontal to vertical). If the paved section is not subject to traffic the slope may be less, but must be a minimum of 10:1.

Transverse joints shall be constructed to a vertical face by sawing or cutting to the full lift depth, after the mixture has reached the required density.

After the vertical face is formed, if paving is not expected to continue from the transverse joint until the following day or later, paper or other suitable material shall be placed ahead of the sawed or cut joint and under the 4-foot or longer panel and its sloped end section.

Prior to continuing the permanent paving lift, the 4-foot or longer panel and its end slope shall be removed and the base shall be cleaned of all debris. A tack coat shall then be applied to vertical edge and surface of the area.

After placement and finishing of the new asphalt concrete, both sides of the joint shall be dense and the joint shall be well sealed. The surface in the area of the joint shall conform to the requirements hereinafter specified for surface tolerances when tested with the straightedge placed across the joint.

If only a portion of a truck load of mixture is required to complete a transverse joint as herein specified, the remainder of the load shall be disposed of as directed. Payment will be made for the entire load of mixture.

(b) At bridge ends, at ends of other rigid type structures, or at the beginning of a panel, compaction shall be in the transverse and/or diagonal direction, as well as longitudinally, all as directed by the Engineer.

402.47 Thickness and Number of Layers - Normally, the mixture shall be placed in the number of courses and to the compacted thickness per course shown on the plans. If the compacted thickness per course is not shown on the plans, the maximum compacted thickness for any course shall be 4 inches.

In leveling irregular surfaces, the presence of low areas and the surface grade to which the course is to be constructed may require portions of the mixture to be laid in two or more layers, in which case the compacted thickness of any one layer shall not exceed the nominal compacted thickness of the course involved.

402.48 Pavement Samples - The Engineer shall be permitted to cut samples or to take cores from the full depth of compacted mixture or from the separate layers and courses thereof, for testing purposes, and at such locations and at such frequencies as the Engineer determines necessary for proper representation. Where samples have been taken, and when directed by the Engineer, the Contractor shall furnish new like material for filling the holes with no extra compensation.

402.49 Pavement Smoothness - The top surface of the asphalt concrete pavement, when tested with a 12-foot straightedge either parallel to or perpendicular to the centerline furnished and operated by the Contractor, shall not vary by more than 0.02 foot. The Engineer will observe this testing and may require additional testing. The means of correction of a surface that does not meet the smoothness requirements shall have the approval of the Engineer.

When utility appurtenances such as manhole covers and valve boxes are located in the traveled way and they are not required to be adjusted or are required to be adjusted before paving, these tolerances will not apply.

All corrective work shall be completed within 10 working days following notification from the Engineer that the pavement does not meet the specified tolerances, unless otherwise directed by the Engineer.

All corrective work, including furnishing of materials, shall be performed at the Contractor's expense and no adjustment in contract time will be made for corrective action work.

402.50 Special Protection Under Traffic - In addition to other required provisions for traffic, the following shall apply to pavement construction: No traffic or equipment shall come in contact with the compacted mixture until it has cooled and set

sufficiently to prevent marking; edges shall be protected from being broken down; and edge dropoffs one or more inches in height shall be marked with warning devices visible by day and night to the traveling public, and placed at spacings indicated on the plans or as specified in Section 111.

Measurement

402.81 General - The pay quantities for plant mix asphalt concrete construction under this Section will be measured for payment by one of the methods as specifically set forth in subsections 402.82 and 402.83. When indicated in the special provisions or by appropriate pay items in the bid schedule, separate or additional measurement will be made for asphalt concrete work in connection with curbs, walks, approaches, driveways and other miscellaneous structures as set forth in Section 610.

402.82 Separate Tonnages of Mixture and Asphalt Cement - When the applicable pay items so indicate, the quantities of asphalt concrete mixture and asphalt cement contained in the mixture will each be separately measured for payment as follows:

(a) The quantity of each class of asphalt concrete mixture used in the accepted work as specified will be measured for payment by the ton in conformance with subsection 402.33(n). The tonnage shall be the weight used in the accepted work, and no deduction will be made for the weight of the asphalt cement or any additive used in the mixture as required by the specifications or ordered by the Engineer.

(b) The quantity of asphalt cement used in the accepted work as specified will be measured for payment by the ton in accordance with Section 109 and based on extraction tests, if invoice and tank stickings are not appropriate.

402.83 Single Unit Basis - When the pay items in the bid schedule so indicate, the quantity of asphalt concrete used in the accepted work as specified will be measured by the ton in conformance with subsection 402.33(n). There will be no separate measurement of asphalt cement or any additive contained in the mixture or used otherwise in the work.

Payment

402.91 General - Work prescribed in subsection 402.37 will be paid for as set forth in the respective Sections applicable to the work performed. Reconditioning of old roadbed will not be separately paid for unless an appropriate pay item is given in the bid schedule.

When separate or additional payment is to be made for asphalt concrete curbs, walks, approaches, driveways, et cetera, as set forth in subsection 402.81, payment therefor will be made as prescribed in Section 610.

Payment for all acceptable asphalt concrete mixtures incorporated into the project, regardless of whether or not recycled materials are used, will be made under pertinent pay items and pay units, as applicable, and as follows:

<u>Pay Item</u>	<u>Unit of Measurement</u>
Under subsection 402.82:	
(a) Class _____ Asphalt Concrete Mixture.....	Ton
(b) Class _____ Asphalt Concrete Mixture in Leveling.....	Ton
(c) Asphalt Cement in Mixture.....	Ton
Under subsection 402.83:	
(d) Class _____ Asphalt Concrete.....	Ton

In items (a), (b) and (d) above, the respective class or classes of asphalt concrete will be as set forth in the special provisions.

Item (c) above is applicable to all asphalt cement used in the mixtures, including old residual asphalt in recycled material.

Antistripping additives, other than lime, will be paid for at the Contractor's actual documented costs with no percentage allowance or mark-up allowed.

No additional payments will be made for lime or lime treatment of the aggregates.

Each COMPOSITE PAY FACTOR (CPF) calculated in accordance with subsections 106.19 and 402.16 will be applied to the contract unit price for pay items (a), (b), (c) and/or (d) above, when included in the contract bid schedule, and to the applicable lot or subplot quantities.

SUPPLEMENTAL REQUIRED CONTRACT PROVISIONS
(Bid Conditions)

PORTLAND AREA AFFIRMATIVE ACTION PLAN

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

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

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

PART I

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

PART II

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PART III COMPLIANCE AND ENFORCEMENT

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

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

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

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

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

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

PART IV GENERAL REQUIREMENTS

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

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

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

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

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

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

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

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

RECORDS AND REPORTS

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

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

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

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

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

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

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

Compliance Agency	U.S. Government agency assigned responsibility for equal employment opportunity. (Secure this information from the contracting officer.)
Federal Funding Agency	U.S. Government agency funding project (in whole or in part). If more than one agency, list all.
Contractor	Any contractor who has a construction contract with the U.S. Government or a contract funded in whole or in part with Federal funds.
Minority	Includes Blacks, Hispanic, American Indians, Alaskan Natives, and Asian and Pacific Islanders—both men and women.
1. Covered Area	Geographic area identified in Notice required under 41 CFR 60-4.2.
2. Employer's Identification Number	Federal Social Security Number used on Employer's Quarterly Federal Tax Return (U.S. Treasury Department Form 941).
3. Current Goals (Minority & Female)	See contract Notification.
4. Reporting Period	Monthly, or as directed by the compliance agency, beginning with the effective date of the contract.
5. Construction Trade	Only those construction crafts which contractor employs in the covered area.
6. Work-Hours of Employment (a-e)	a. The total number of male hours and the total number of female hours worked by employees in each classification. b-e. The total number of male hours and the total number of female hours worked by each specified group of minority employees in each classification.
Classification	The level of accomplishment or status of the worker in the trade (Journey Worker, Apprentice, Trainee)
7. Minority Percentage	The percentage of total minority work-hours of all work-hours (the sum of columns 6b, 6c, 6d, and 6e divided by column 6a; just one figure for each construction trade).
8. Female Percentage	For each trade the number reported in 6a, F divided by the sum of the numbers reported in 6a, M and F.
9. Total Number of Employees	Total number of male and total number of female employees working in each classification of each trade in the contractor's aggregate work force during reporting period.
10. Total Number of Minority Employees	Total number of male minority employees and total number of female minority employees working in each classification in each trade in the contractor's aggregate work force during reporting period.

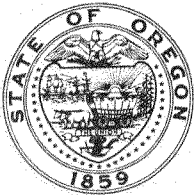
PREVAILING WAGE RATES
for
Public Works Contracts in Oregon



BOLI

Mary Wendy Roberts
Commissioner
Bureau of Labor and Industries

Effective January 1, 1989



BUREAU OF LABOR AND INDUSTRIES

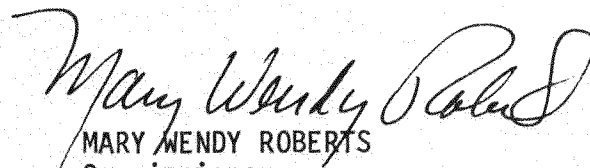
Mary Roberts, Commissioner

January 1, 1989

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

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

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


MARY WENDY ROBERTS
Commissioner
Bureau of Labor and Industries

PORTLAND
1400 SW 5th Avenue
Portland, Oregon 97201

MEDFORD
700 E. Main
Medford, Oregon 97504

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

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

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

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

PENDLETON
700 SE Emigrant, Suite 240
Pendleton, Oregon 97801

AN EQUAL OPPORTUNITY EMPLOYER

CORRECTION

OF THE FEBRUARY 20, 1989 AMENDMENT

OF PREVAILING WAGE RATES FOR PUBLIC WORKS CONTRACTS IN OREGON

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

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

The section of the Amendment concerning Asbestos Workers is correct.

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

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

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

February 20, 1989

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

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

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

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

Laborers trained for removal of Asbestos are considered Class 3.

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

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

ANNOUNCEMENT

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

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

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

GENERAL INFORMATION

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

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

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

Apprentices and Trainees

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

Zone Pay

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

Bid Specifications

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

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

Fringe Benefits

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

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

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

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

Overtime

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

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

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

Certification of Payroll

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

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

COMMONLY ASKED QUESTIONS

1) What are "Prevailing Wage Rates?"

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

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

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

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

3) What about contracts when Federal funds are used?

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

COMMONLY ASKED QUESTIONS (Continued)

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

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

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

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

6) How do I classify workers?

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

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

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

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

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

8) How do I post Prevailing Wage Rates?

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

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

COMMONLY ASKED QUESTIONS (Continued)

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

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

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

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

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

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

- 11) How much do I pay apprentices?

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

COMMONLY ASKED QUESTIONS (Continued)

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

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

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

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

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

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

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

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

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

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
ASBESTOS WORKERS		
Including insulation of piping and other mechanical surfaces.	\$15.40	\$4.03
BOILERMAKERS	20.58	4.80
BRICKLAYERS/Stonemasons		
Area 1	18.28	3.68
Area 2	17.65	3.82
Area 1		
Baker	Hood River	Polk
Clackamas	Malheur (a)	Sherman
Clatsop	Marion	Tillamook
Columbia	Morrow	Umatilla
Gilliam	Multnomah	Union
Area 2		
Benton	Douglas	Josephine
Crook	Grant	Klamath
Coos	Harney	Lake
Curry	Jackson	Lane
Deschutes	Jefferson	Lincoln
a) North half		
b) North of the City of Maupin		
c) South half		
d) Including the City of Maupin and South thereof		
CARPENTERS (see page 11)		
CEMENT MASONS		
Zone 1 (Base Rate):		
o Cement Masons	16.69	4.97
o Composition Workers (includes installation of epoxy & other resinous toppings), and Power Mach. Oper.		
	17.01	4.97
Zone Differential for Cement Masons (Add to Zone 1 Rate)		
Zone 2	.65	
Zone 3	1.15	
Zone 4	1.70	
Zone 5	2.75	
Zone 1: Projects within 30 miles of City Hall in the cities listed below.		
Zone 2: More than 30 miles but less than 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		
Bend	Corvallis	Coos Bay
Pasco	The Dalles	Medford
Salem	Pendleton	Astoria
	Roseburg	Longview
	Eugene	K. Falls
		Newport

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

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
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ELECTRICIANS (continued)

Area 4:

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

o Electricians	17.45	3.04
o Cable Splicer	19.20	3.10

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

o Electricians	17.95	3.06
o Cable Splicer	19.75	3.11

Area 5:

o Electricians	19.80	4.69
o Cable Splicers	20.55	4.72

Area 6:

o Electricians	17.20	4.12
o Cable Splicers	18.92	4.17

<u>Area 1</u>	<u>Area 2</u>	<u>Area 2(cont)</u>	<u>Area 3</u>
Malheur	Baker Gilliam Grant Morrow	Umatilla Union Wallowa Wheeler	Coos Curry Lincoln Douglas (a) Lane (a)

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

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

ELEVATOR CONSTRUCTORS

Area 1

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

Area 2

o Mechanic	19.22	4.33 + a
o Helper	13.45	4.33 + a
o Probationary Helper	9.61	-

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

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
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ELEVATOR CONSTRUCTORS (continued)

Area 1

Umatilla
Wallowa
Union
Baker

Area 2

All
Remaining
Counties

GLAZIERS

Area 1	17.97	3.08
Area 2	13.76	1.72

Area 1

All Counties
except Malheur

Area 2

Malheur

HIGHWAY AND PARKING STRIPERS

18.14	1.05
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IRONWORKERS

o Structural, Reinforcing, Ornamental, Riggers, Fence Erectors, Signal Men	18.26	5.81
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LABORERS (see page 11)

LIMITED ENERGY ELECTRICIANS

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

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

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

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
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LINE CONSTRUCTION

Area 1

Zone 1 (Base Rate):

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

Zone Differential (Add to Zone 1 Rate)

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

Group 3 receives Zone 1 Rate ONLY

(No Zone Differential)

Area 2:

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

Area 1

All counties except Malheur County

- Zone 1: 0 to 3 miles from the geographical center of Medford and Portland
- Zone 2: 0 to 20 miles from the geographical center of Astoria, Baker, Burns, Bend, Corvallis, Eugene, Klamath Falls, Lakeview, Longview, Pendleton, Salem, Roseburg, The Dalles, Umatilla (NOTE: for Portland and Medford, Zone 2 is 3 to 20 miles)
- Zone 3: 20 to 35 miles radius
- Zone 4: 35 to 50 miles radius
- Zone 5: Over 50 miles radius

Group 1

Cable Splicers
Leadman Pole
Sprayer

Group 3

Tree Trimmer

Group 5

Head Groundman
Jackhammer Man
Powderman

Area 2

Malheur County

Group 2

Certified Lineman Welder
Heavy Line Equipment Man
Lineman
Pole Sprayer

Group 4

Line Equipment Man

Group 6

Groundman

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
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MARBLE SETTERS (Includes Granite)

Area 1	19.28	3.68
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Area 1

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

a) North half b) North of the City of Maupin

PAINTERS & DRYWALL TAPERS

Area 1

o Painter & Drywall Tapers	12.02	2.01
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Area 2

o Brush	13.21	3.26
o Spray, sandblasting, other pressure blasting over 3000 psi, and steam cleaning	13.71	3.26
o Wall covering including: paper hanging, gilding, and mural painting	13.71	3.26
o Bridges or Over 50'		
-Brush	13.96	3.26
-Spray	14.46	3.26
o Drywall Tapers	15.71	4.29

Area 1

Malheur County

Area 2

Remaining Counties

PLASTERERS

Area 1

Area 2

Area 1

Area 2

Benton	Deschutes	Lincoln (b)	All
Coos	Harney	Linn (b)	remaining
Crook	Jefferson	Wasco (b)	counties
Curry	Klamath (a)	Wheeler (b)	
Douglas	Lane		

a) Northern one-third b) South half

PLUMBERS & STEAMFITTERS/PIPEFITTERS

Area 1 (Both)

Area 2 (Both)

Area 3 (Both)

-on projects less than 20,000 sq. ft.	13.70	3.23
-on all other projects	17.50	4.00

Area 1

Area 2

Area 3

Baker	Grant (b)	All remaining counties
Harney (a)	Morrow	
Malheur	Umatilla	
	Wallowa	
	Union	

a) Except Northwest Portion
b) Except Southwest Corner

POWER EQUIPMENT OPERATORS (see page 11)

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
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ROOFERS

Area 1:		
o Roofers	15.10	3.70
o Handling coal tar pitch	16.61	3.70
Area 2:		
o Roofers(a)	15.04	2.93
Area 3:		
o Roofers	14.15	2.70
(Add \$1.50 per hour to Fringe for work with irritable Bituminous material.)		
Area 4:		
o Roofers	14.75	3.35
(Add \$2.00 per hour to Fringe for work with irritable Bituminous materials)		
Area 5:		
o Roofers	11.55	3.55
(Add \$3.00 per hour to Fringe for work with irritable Bituminous materials)		

Area 1	Area 1(cont)	Area 2	Area 2(cont)
Baker	Multnomah	Benton	Klamath
Clackamas	Sherman	Coos	Lake
Clatsop	Tillamook	Crook	Lane
Columbia	Wasco	Curry	Lincoln
Jefferson	Washington	Deschutes	Linn
Gilliam	Wheeler	Douglas	Marion
Grant		Harney	Polk
Hood River		Jackson	Yamhill
		Josephine	

Area 3	Area 4	Area 5
Malheur	Umatilla	Morrow
	Union	
	Wallowa	

SHEETMETAL WORKERS

Area 1	Building Trades		
	Journeyman	16.80	4.85
	Architectural (a)		
	Journeyman	14.64	4.12
Area 2		16.28	3.01
Area 3		18.86	4.11
Area 4		16.34	2.99

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

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

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
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SOFT FLOOR LAYERS

Area 1	15.15	3.42 + b
Area 2	12.99	2.01

b) plus 4% of basic hourly rate for employees with less than one year of service, 6% for those with more than one year.

Area 1 - All counties except Malheur County
Area 2 - Malheur County

SPRINKLER FITTERS	20.30	3.90
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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.

	14.71	3.90
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TENDERS TO PLASTERERS

	14.22	3.90
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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
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Area 1

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

TRUCK DRIVERS (see Page 11)

WELDERS; RIGGERS

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

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

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

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

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

ZONE RATES AND DESCRIPTIONS

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

(Add to Zone 1 Rate)

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

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

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

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

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

Zone 5: More than 80 miles.

Cities

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

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

LESS THAN
100% 100%

Zone 1 (Base Rate):*

o Group 1	14.79	17.77	3.67
o Group 2	14.91	17.92	3.67
o Group 3	14.99	18.02	3.67
o Group 4	15.11	18.17	3.67
o Group 5	14.87	17.87	3.67
o Group 6	14.95	17.97	3.67

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

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

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

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

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

Cities for Groups 3 and 4

Corvallis	Longview	North Bend	The Dalles
Eugene	Medford	Portland	

Cities for Groups 5 and 6

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

Group 1

Auto. Nailing Machine
Carpenters
Form Stripper
Manhole Builders

Group 2

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

Group 3

Millwrights
Machine Erectors

Group 4

Certified Welders

Group 5

Bridge, Dock & Wharf
Builders
Piledrivermen

Group 6

Boom Men

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
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LABORERS¹

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

Group 1

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

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

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

Group 2

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

(Group 2 continues top of next column.)

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
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LABORERS (continued)

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

Group 3

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

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

Group 4

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

Group 5**

Flagger

Group 6**

Fence Builder Landscaping or planting laborer

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

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

² See page 11 for zone rates and descriptions

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
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POWER EQUIPMENT OPERATORS¹

	LESS THAN 100%	100%	
Zone 1 (Base Rate): ²			
o Group 1	13.04	16.24	5.17
o Group 2	13.19	16.42	5.17
o Group 3	13.31	16.58	5.17
o Group 4	13.47	16.78	5.17
o Group 5	13.51	16.82	5.17
o Group 6	13.59	16.93	5.17
o Group 7	13.65	17.00	5.17
o Group 8	13.76	17.14	5.17
o Group 9	13.83	17.23	5.17
o Group 10	13.90	17.31	5.17
o Group 11	13.91	17.33	5.17
o Group 12	13.99	17.43	5.17
o Group 13	14.07	17.53	5.17
o Group 14	14.27	17.77	5.17
o Group 15	14.42	17.96	5.17
o Group 16	14.62	18.21	5.17
o Group 17	14.78	18.41	5.17
o Group 18	14.98	18.66	5.17
o Group 19	15.12	18.84	5.17

Group 1

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

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

Group 2

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

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

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

Group 3

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

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

Group 4

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

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

Group 5

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

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

² See page 11 for zone rates and descriptions

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

Group 6

Asphalt Burner and Reconditioner	Concrete Spreader
Cast-In Place Pipe Laying Machine	Curb Machine (b)
Concrete Finishing Machine (A)	Loaders (c)
Concrete Joint Machine	Maginnis Internal Full Slab Vibrator
Concrete Paving Machine	Pavement Grinder and/or Grooving Machine (d)
Concrete Planer	Rock Spreaders (e)

- a) Clary, Johnson, Bidwell, Burgess, Bridges Deck or similar type
- b) Mechanical Berm, Curb and/or Gutter
- c) Rubber-tired type, 2 1/2 cu. yds. and under
- d) Riding type
- e) Self-propelled

Group 7

A-Frame Truck (a)	Grouting Machine
Ballast Regulator	Hydraulic Backhoe (e)
Ballast Tamper (b)	Locomotive, 40 tons & over
Beltcrete	Pot Rammer
Boom Truck	Pumpcrete Operator (any type)
Churn Drill/ Earth Boring Machine	Roller (any asphalt mix)
Concrete Mixer (c)	Shuttle Car
Concrete Pump	Tie Spacer
Elevating Grader (d)	Tower Mobile Operator
Fuller-Kenyon and similar	Track Liner

- a) Double drum
- b) Multiple purpose
- c) Single drum, five bag capacity and over
- d) Tractor towed requiring operator or grader
- e) Wheel type 3/8 cu. yds. and under with or without front end attachment 2 1/2 cu. yds. and under (Ford, John Deere, Case type)

Group 8

Asphalt Paver Operator	Diesel-Electric
Batch Plant and/or wet-mix (a)	Engineer (c)
Belt Loader (b)	Generator Operator

- a) One and two drum
- b) Kolman and Ko Cal types
- c) Plant, Crusher, Generator, Floating

Group 9

Asphalt Plant Operator	Guardrail Punch and Auger (d)
Bolt-Threading Machine	H.D. Mechanic and Welder
Boom-Type Lifting Device (a)	Hammer Operator
Boring Machine	Hydraulic Backhoe (e)
Bulldozer	Lift Slab Machine
Cherry Picker (a)(b)	Loader (f)
Chicago Boom (c)	Machine Tool Operator
Compactor with Blade	Pipe Cleaning, Doping, Bending and wrapping Machines
Concrete Cooling Machine	Side-boom Cat
Crusher Plant Operator	

(Group 9 continues top of next column.)

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

Drill Cat Operator	Stationary Drag Scraper
Drill Doctor	Surface Heater and Planer
Drill Doctor (Bit Grinder)	Tractor (g)
Grizzly Crusher	Tractor (h)
	Trench Machine (i)

- a) 5 ton capacity or less
- b) Or similar type crane-hoist
- c) And similar types
- d) All types
- e) Track type 3/8 cu. yds.
- f) Front end and overhead, 2 1/2 cu. yds. and under 4 cu. yds.
- g) With boom attachments
- h) Rubber-tired over 50 H.P. flywheel
- i) Maximum digging capacity over 3 ft. depth

Group 10

Barge Operator, self-loading	Compactor, multi-engine
Bulldozer (a)	Dozers and Pushers (c)
Cable Plow (any type)	Driller (d)
Combination H.D. Mechanic-Welder (b)	Jack Operator/Elevating Barges

- a) Twin engine (TC 12 and similar)
- b) With dispatcher and/or required to do both
- c) Rubber-tired (Michigan, Cat, Hough type)
- d) Percussion, Diamond, Core, Cable, Rotary and similar type

Group 11

Clamshell, Hoe, etc. (a)	Dragline
Combination Guardrail Machines (b)	Grade-Alls (a)
Concrete Breaker	Mixer Mobile
Crane Operator (c)	Mucking Machine (tunnel)
	Shovel

- a) Under 1 cu. yd.
- b) i.e., Punch, Auger, etc.
- c) 25 tons and under

Group 12

Batch Plant and/or Wet Mix (a)	Paddle Wheel, Auger Type
Blade Mounted Spreaders (b)	Piledriver (not crane type)
Blade Operator	Reinforced Tank Banding Machine (K-17 or similar)
Elevating Loader (c)	Rubber-tired Scraper (d)
Hoist, two or more drums	Shield Operator
	Single Scraper (e)

- a) 3 units or more
- b) Ulrich and similar types
- c) Athey and similar
- d) Single and twin engine
- e) With Push-pull attachments, self loader

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
POWER EQUIPMENT OPERATORS (continued)		
<u>Group 13</u>		
Back Filling Machine	Derrick, under 100 tons	
Blade (a)	Elevating Grader (e)	
Blade, multi-engine	Floating Clamshell, etc. (f)	
Blade Operator, finish	Floating Crane (g)	
Bridge Crane	Grade-all, 1 cu. yd.	
Operator (b)	and over	
Cableway Operator (c)	Hoist (h)	
Concrete Paving Road	Piledriver Operator	
Mixer	Shovel, etc (i)	
Crane (d)		
a) Externally controlled by electronic, mechanical hydraulic manes		
b) Locomotive Crane, Gantry and Overhead		
c) 25 ton and over		
d) Over 25 ton and including 40 tons		
e) Operated by Tractor Operator, Sierra, Eculid, or similar		
f) Under 3 cu. yds.		
g) Derrick Barge, less than 30 ton		
h) Stiff Leg, Guy Derrick, or similar, 50 tons and over		
i) 1 cu. yd. and less than 3 cu. yds.		
<u>Group 14</u>		
Rubber-tired Scraper (a)		
Tower Crane Operator		
a) With Tandem Scrapers, self-loading, Paddle Wheel, Auger type, finish and/or 2 or more units		
<u>Group 15</u>		
Loader, 4 cu. yds., but less than 6 cu. yds.		
Rock Hound Operator		
<u>Group 16</u>		
Autograder or	Floating Crane (Derrick	
"Trimmer"	Barge) (c)	
Automatic Concrete	Loader (d)	
Slip Form Paver	Rubber-tired Scraper (e)	
Cableway (a)	Shovel (f)	
Concrete Canal Line	Tandem Bulldozer (g)	
Crane (b)	Wheel Excavator (h)	
Floating Clamshell, etc., 3 cu. yds. and over	Whirley, 80 ton and under	
a) 25 tons and over		
b) Over 40 ton and including 100 ton		
c) 30 ton but less than 80 ton		
d) 6 cu. yds., but less than 12 cu. yds.		
e) With Tandem Scrapers, multi-engine		
f) 3 cu. yds., but less than 5 cu. yds.		
g) Quad-nine and similar		
h) Under 750 cu. yds. per hour		
<u>Group 17</u>		
Canal Trimmer	Loader (c)	
Crane (a)	Shovel, etc. (d)	
Floating Crane (b)	Whirley (e)	
(Group 17 continues top of next column)		

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
POWER EQUIPMENT OPERATORS (continued)		
a) Over 100 ton and including 200 ton		
b) Derrick Barge, 80 ton, but less than 150 ton		
c) 12 cu. yds. and over		
d) 5 cu. yds. and over		
e) Over 80 ton and including 150 ton		
<u>Group 18</u>		
Band Wagons (a)	Wheel Excavator (d)	
Crane (b)	Whirley (e)	
Floating Crane (c)		
a) In conjunction with Wheel Excavator		
b) Over 200 ton		
c) 150 ton but less than 250 ton		
d) Over 200 ton		
e) 150 ton and over		
<u>Group 19</u>		
Floating Crane (a)	Remote Controlled Earth	
Helicopter (b)	Moving Equipment	
	Under Water Equipment (c)	
a) 250 ton and over		
b) When used in erecting work		
c) Remote or otherwise		
TRUCK DRIVERS¹		
	LESS THAN 100%	100%
Zone 1 (Base Rate): ²		
o Group 1	13.09	15.73 4.70
o Group 2	13.13	15.78 4.70
o Group 3	13.17	15.83 4.70
o Group 4	13.21	15.88 4.70
o Group 5	13.25	15.93 4.70
o Group 6	13.33	16.03 4.70
o Group 7	13.41	16.13 4.70
o Group 8	13.49	16.23 4.70
o Group 9	13.57	16.33 4.70
o Group 10	13.71	16.50 4.70
o Group 11	13.79	16.60 4.70
o Group 12	13.87	16.70 4.70
o Group 13	13.95	16.80 4.70
o Group 14	14.03	16.90 4.70
<u>Work</u>		
A-Frame or Hydra-lift Truck w/load bearing surface.		2
Battery Rebuilder		1
Bus or Man-Haul Driver.		1
Concrete Buggies (Power operated)		1
Drivers and Helpers handling Sacked Cement—add 15¢ per hour		
Dump Trucks, Side, End and Bottom Dumps, including Semi-Trucks and trains or combinations thereof:		
6 cu. yds. and under		1
Over 6 cu. yds. and inc. 10 cu. yds.		3
Over 10 cu. yds. and inc. 20 cu. yds.		6
Over 20 cu. yds. and inc. 30 cu. yds.		7

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

² See page 11 for zone rates and descriptions.

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
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TRUCK DRIVERS (continued)

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

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

² See page 11 for zone rates and descriptions.

BUREAU OF LABOR AND INDUSTRIES - WAGE AND HOUR DIVISION

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

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

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

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

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

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

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

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

Column 5 - Total: Self-explanatory.

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

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

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

Use of Section 4(c), Exceptions

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

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

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

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

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

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

PAYROLL
(For Contractor or Subcontractor's Use; See Instruction, Form WH-38A (3/84))

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

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

do hereby state:

(1) That I pay or supervise the payment of the persons employed by _____ on the _____
(Contractor, subcontractor or surety) (Building or work)
_____ ; that during the payroll commencing on the _____
day of _____, 19____, and ending the _____ day of _____, 19____, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said _____

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

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

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

FORM WH-38 (3/84)

(4) That:

- (a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS
In addition to the basic hourly wage rates paid to each worker listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.
- (b) WHERE FRINGE BENEFITS ARE PAID IN CASH
Each worker listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXEMPTIONS

EXCEPTION (CRAFT)	EXPLANATION
REMARKS	

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

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

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

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 Estimate		Agency Contract Estimate	
			Unit Cost	Total Cost	Unit Cost	Total Cost

PLANNED PUBLIC IMPROVEMENT SUMMARY

FISCAL YEAR _____

PAGE _____ OF _____

(Name of State or Local Government Agency)

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

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

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

1. PRIME CONTRACTOR

Name _____

Address _____

City, State, Zip _____

Phone Number () _____

2. CONTRACTING AGENCY

Name _____

Address _____

City, State, Zip _____

Phone Number () _____

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

FORM WH-81 (Rev. 6/88)

3. CONTRACT INFORMATION

A. Contract Name and Number:

B. Location of work: _____

C. County: _____

D. Amount of the Award: \$ _____

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

F. Date Contract Awarded: _____

G. Date Contract Specifications
Advertised for Bid:

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

1. PRIME CONTRACTOR

Name ZAK CONSTRUCTION COMPANY

Address 1234 N.W. Camille Street

City, State, Zip Alexandra, OR 97201

Phone Number (503) 12-4567

2. CONTRACTING AGENCY

Name LOPEZ IRRIGATION DISTRICT

Address 1234 N.W. Shannon Court

City, State, Zip Jamestown, OR 97201

Phone Number (503) 987-6543

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

FORM WH-81 (Rev. 6/88)

3. CONTRACT INFORMATION

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

B. Location of work: Becca, Oregon

C. County: Malheur

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

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

F. Date Contract Awarded: July 16, 1985

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

TO: Daily Journal of Commerce

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

MULTNOMAH COUNTY

JURY BOX, JURY ROOM, (2) HEARING ROOMS REMODEL

Bids Due June 6, 1989 at 2:00 P.M.
Bid No. B61-100-3411

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

Construct 2 Jury Rooms w/restrooms, remodel Hearing Rooms, build and
install new Jury Box - INCLUDES Hall Construction, Carpeting, Cabinetry,
Demolition, HVAC, Plumbing, Painting & Lighting & Power
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, May 23, 1989; 8:30 am @ Courthouse Room 214;
1021 SW 4th, Portland, OR -(Multnomah County Court House)

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 Construction

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

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

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

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

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

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

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

LILLIE WALKER, DIRECTOR
PURCHASING SECTION

Publish May 18, 1989

To: Scanner

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

MULTNOMAH COUNTY

JURY BOX, JURY ROOM, (2) HEARING ROOMS REMODEL

Bids Due June 6, 1989 at 2:00 P.M.
Bid No. B61-100-3411

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

~~Construct 2 Jury Rooms w/restrooms, remodel Hearing Rooms, build and~~
~~install new Jury Box - INCLUDES Hall Construction, Carpeting, Cabinetry,~~
~~Demolition, HVAC, Plumbing, Painting & Lighting & Power~~
Plans and Specifications are filed with the Purchasing Director and copies may be obtained from the above address for a \$5.00 non-refundable fee. **CHECKS AND MONEY ORDERS ONLY.** Plans and Specifications will not be mailed within the Tri-County area.

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

LILLIE WALKER, DIRECTOR
PURCHASING SECTION

Publish Week of May 22nd, 1989

TO: Portland Observer

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

MULTNOMAH COUNTY

JURY BOX, JURY ROOM, (2) HEARING ROOMS REMODEL

Bids Due June 6, 1989 at 2:00 P.M.
Bid No. B61-100-3411

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Construct 2 Jury Rooms w/restrooms, remodel Hearing Rooms, build and
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Demolition, HVAC, Plumbing, Painting & Lighting & Power
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, May 23, 1989; 8:30 am @ Courthouse Room 214;
1021 SW 4th, Portland, OR -(Multnomah County Court House)

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 Construction

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

LILLIE WALKER, DIRECTOR
PURCHASING SECTION

Publish Week of May 22nd, 1989

PROJECT NUMBER CH 89001
PROJECT Courthouse 2nd Floor Jury Box, Jury Room,
Hearing Room Remodel
LOCATION 1021 S.W. 4th Avenue
KIND OF WORK Remodeling (General Bldg. Construction)
SUBMITTED BY Facilities & Property Management
BID NUMBER B61-100-3411
BID ADVERTISEMENT DATES May 18, 1989
BID OPENING DATE June 6, 1989

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**

PROJECT NUMBER CH 89001
PROJECT Courthouse 2nd Floor Jury Box, Jury Room,
Hearing Room Remodel
LOCATION 1021 S.W. 4th Avenue
KIND OF WORK Remodeling (General Bldg. Construction)
SUBMITTED BY Facilities & Property Management
BID NUMBER B61-100-3411
BID ADVERTISEMENT DATES May 18, 1989
BID OPENING DATE June 6, 1989

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 00140 Subbidder List
- ___ 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 00140 Subbidders List: | Fill out the form completely to be eligible for bidding. All subbidders and major suppliers used on bid shall be listed. |
| 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:

_____ \$_____ .

ALTERNATES:

SHT A2 - Additive Alternative Jury Box Addition

_____ \$_____ .

TOTAL:

_____ \$_____

This Work must be completed within 60 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

SUBBIDDER LIST

BID NUMBER _____

NAME OF COUNTY PROJECT _____

NAME OF CONTRACTOR _____

SUBBIDDER

TYPE OF WORKThis image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

(ATTACH ADDITIONAL SHEETS IF NECESSARY)

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 MANUAL
FOR
JURY ROOM - HEARINGS ROOM REMODEL
AT
MULTNOMAH COUNTY COURTHOUSE
PORTLAND, OREGON

May 1989



Dull Olson Weekes Architects
115 NW First Avenue, Suite 301
Portland, Oregon 97209

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 89001****ARCHITECTS:**

Dull Olson Weekes
115 N.W. 1st Avenue, Suite 301
Portland, OR 97209
(503) 226-6950 (Larry Fogle)

STRUCTURAL ENGINEERS:**MECHANICAL ENGINEERS:**

Interface Engineering, Inc.
6542 S.E. Lake Road
Milwaukie, OR
(503) 659-6394 (Jim Wright)

ELECTRICAL ENGINEERS:

Interface Engineering, Inc.
6542 S.E. Lake Road
Milwaukie, OR
(503) 659-6394 (Lex Mehleg)

PROJECT MANAGER:

Lennie Sobocinski
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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No work in this Section.

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No work in this Section.

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No work in this Section.

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No work in this Section.

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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 June 6, 1989, at the Purchasing Section. Bids received after that time will not be accepted. Bids will be opened publicly and read aloud.

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

MANDATORY BIDDING REQUIREMENTS

Bidders are required to attend a prebid conference on May 23, 1989, at 8:30 a.m., 1021 S.W. 4th Avenue, Portland, Oregon, Room 214. 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.

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ARTICLE 9: Examination of Bid Documents and Site

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

ARTICLE 10: Interpretations

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

ARTICLE 11: Cancellation

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

PERFORMANCE - PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we _____

(Name of Contractor)

a _____ hereinafter called "Principal" and
(Corporation, Partnership, or Individual)_____ of _____, State of _____,
(Surety)

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

in the penal sum of _____ Dollars (\$ _____)
in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs,
executors, administrators, and successors, jointly and severally, firmly by these presents.THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with the
County, dated the _____ day of _____, 19____, a copy of which is hereto attached and made
a part hereof for the construction of:

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

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

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

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

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

ATTEST:

(Principal) Secretary
(SEAL)

Witness as to Principal

(Address - Zip Code)

Principal
By _____ (S)

(Address - Zip Code)

ATTEST:

(Surety) Secretary
(SEAL)

Witness to Surety

(Address - Zip Code)

Surety
By _____
Attorney-in-Fact

(Address - Zip Code)

APPROVED AS TO FORM:

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.

SECTION 00650

CONTRACT AWARD PROCEDURES

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.

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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.

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CONTRACT DOCUMENTS:

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

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

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

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

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

PAYMENTS:

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

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

Attest:

MULTNOMAH COUNTY, OREGON

By _____
County Chair
Party of the First Part

Contractor
Party of the Second Part

APPROVED AS TO FORM:

In the presence of:

By _____
County Counsel

Witness

PART 1 - GENERAL

1.1 STATUS OF GENERAL CONDITIONS:

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

1.2 MODIFICATIONS TO GENERAL CONDITIONS:

A. DEFINITIONS

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

B. BONDS AND INSURANCE

- 1. The insurance required by Paragraphs 5.3 and 5.4 shall be written for not less than the following limits or greater if required by law:
 - a. \$100,000 for bodily injury, sickness, disease, or death for each person.
 - b. \$500,000 for bodily injury, sickness, disease, or death for each accident.
 - c. \$50,000 for property damage for each accident.

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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 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 of 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 Chapter 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.

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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^{1/} utilization, and specific affirmative action steps set forth in Sections B.1 and 2 of this Part II. The contractor's commitment to the goals for minority utilization as required by this Part II constitutes a commitment that it will make every good faith effort to meet such goals.

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

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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:

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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 Empley- ees
		Classi- fics- tions	a. Total	b. * Black	c. * His- panic	d. * Amer. Indian	e. * Asian/ Pacific Island	f. ** Total Fe- male			
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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



Mary Wendy Roberts
Commissioner
Bureau of Labor and Industries

Effective January 1, 1989



BUREAU OF LABOR AND INDUSTRIES

Mary Roberts, Commissioner

January 1, 1989

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

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

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

Mary Wendy Roberts
MARY WENDY ROBERTS
Commissioner
Bureau of Labor and Industries

PORTLAND
1400 SW 5th Avenue
Portland, Oregon 97201

MEDFORD
7001 Main
Medford, Oregon 97504

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

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

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

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

PENDLETON
700 SE Emigrant, Suite 240
Pendleton, Oregon 97801

AN EQUAL OPPORTUNITY EMPLOYER

ANNOUNCEMENT

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

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

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

GENERAL INFORMATION

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

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

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

Apprentices and Trainees

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

Zone Pay

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

January 1989

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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 (221-3051). 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
ASBESTOS WORKERS			DIVERS & DIVERS' TENDERS		
Including insulation of piping and other mechanical surfaces.			o Divers 43.62 3.67 o Divers' Tenders 19.29 3.67		
	\$15.40	\$4.03	Depth Pay and Enclosure Pay are added to the Divers' Basic Hourly Rate to obtain the Total Hourly Rate for the diver.		
BOILERMAKERS	20.58	4.80	BASIC HOURLY RATE + DEPTH PAY + HOURLY ENCLOSURE PAY = DIVERS' TOTAL HOURLY PAY		
BRICKLAYERS/Stonemasons			o Divers' Depth Pay		
Area 1	18.28	3.68	Depth of Dive Hourly Depth Pay		
Area 2	17.65	3.82	50-100 ft ((total ft- 50) x \$1.00)/hr.		
Area 1			100-150 ft \$ 50 + ((total ft-100) x \$1.50)/hr.		
Baker	Hood River	Polk	150-200 ft \$125 + ((total ft-150) x \$2.00)/hr.		
Clackamas	Malheur (a)	Sherman	o Divers' Enclosure Pay(working without vertical escape)		
Clatsop	Marion	Tillamook	Distance Travelled In the Enclosure Hourly Enclosure Pay		
Columbia	Morrow	Umatilla	5 - 50 ft \$.50/hr		
Gilliam	Multnomah	Union	50 - 100 ft \$.63/hr		
Area 2			100 - 150 ft \$ 2.13/hr		
Benton	Douglas	Josephine	150 - 200 ft \$ 4.63/hr		
Crook	Grant	Klamath	200 - 300 ft \$ 4.63 + ((total ft-200)x \$.05)/hr		
Coos	Harney	Lake	300 - 450 ft \$ 9.63 + ((total ft-300)x \$.10)/hr		
Curry	Jackson	Lane	450 - 600 ft \$24.63 + ((total ft-450)x \$.20)/hr		
Deschutes	Jefferson	Lincoln	DREDGING		
a) North half			o Leverman-Hydraulic 19.49 5.17		
b) North of the City of Maupin			o Leverman-Dipper 20.27 5.17		
c) South half			o Asst. Engineer (including: Watch Engineer, Welder, Mechanic, Machinist) 18.88 5.17		
d) Including the City of Maupin and South thereof			o Tenderman (Boatman, Attending Dredge Plan); Fireman 18.43 5.17		
CARPENTERS (see page 11)			o Assistant Mate (Deckhand); Oiler 18.04 5.17		
CEMENT MASONS			DRYWALL/METWALL		
Zone 1 (Base Rate):			o Drywall (Acoustical and Drywall Applicator) 15.95 4.02		
o Cement Masons	16.69	4.97	o Metwall (Lather) 14.70 5.27		
o Composition Workers (includes installation of epoxy & other resinous toppings), and Power Mach. Oper.			ELECTRICIANS		
	17.01	4.97	Area 1:		
Zone Differential for Cement Masons (Add to Zone 1 Rate)			o Electricians 16.25 3.32		
Zone 2	.65		o Cable Splicers 17.88 3.40		
Zone 3	1.15		Area 2:		
Zone 4	1.70		o Electricians 20.71 5.63		
Zone 5	2.75		o Cable Splicers 21.75 5.66		
Zone 1: Projects within 30 miles of City Hall in the cities listed below.			Area 3:		
Zone 2: More than 30 miles but less than 400 miles.			o Electricians 16.50 4.94		
Zone 3: More than 40 miles but less than 50 miles.					
Zone 4: More than 50 miles but less than 80 miles.					
Zone 5: More than 80 miles.					
Cities					
Bend	Corvallis	Coos Bay	Roseburg	Eugene	
Pasco	The Dalles	Medford	Longview	K. Falls	
Salem	Pendleton	Astoria	Portland	Newport	

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS	TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
<u>ELECTRICIANS (continued)</u>			<u>ELEVATOR CONSTRUCTORS (continued)</u>		
<u>Area 4:</u>			<u>Area 1</u>		
Where the cost of electrical work (labor and material) is less than or equal to \$100,000:			<u>Area 2</u>		
o Electricians	17.45	3.04	Umatilla	All	
o Cable Splicer	19.20	3.10	Walla Walla	Remaining	
Where the cost of electrical work (labor and material) is more than \$100,000:			Union	Counties	
o Electricians	17.95	3.06	Baker		
o Cable Splicer	19.75	3.11	<u>GLAZIERS</u>		
<u>Area 5:</u>			Area 1	17.97	3.08
o Electricians	19.80	4.69	Area 2	13.76	1.72
o Cable Splicers	20.55	4.72	<u>GLAZIERS</u>		
<u>Area 6:</u>			Area 1		
o Electricians	17.20	4.12	All Counties	Malheur	
o Cable Splicers	18.92	4.17	except Malheur		
<u>Area 1</u>			<u>HIGHWAY AND PARKING STRIPERS</u>		
Malheur	Baker	Umatilla		18.14	1.05
	Gilliam	Union	<u>IRONWORKERS</u>		
	Grant	Walla Walla	o Structural,		
	Morrow	Wheeler	Reinforcing,		
			Ornamental,		
			Riggers,		
			Fence Erectors,		
			Signal Men	18.26	5.81
<u>Area 4</u>			<u>LABORERS (see page 11)</u>		
Benton	Clackamas	Harney	<u>LIMITED ENERGY ELECTRICIANS</u>		
Crook	Clatsop	Jackson	May only be used for electrical work not exceeding 100 va:		
Deschutes	Columbia	Josephine	Area 1	9.50	2.28
Jefferson	Hood River	Klamath	Area 2	9.95	1.53
Lane (b)	Multnomah	Lake	Area 3	9.44	2.00
Linn	Sherman	Douglas (b)	Area 4	9.69	2.14
Marion	Tillamook		Area 5	10.57	2.17
Polk	Wasco		Area 6	9.55	2.28
Yamhill(c)	Washington		Area 7	9.88	1.77
Yamhill (d)			Area 8	9.40	2.18
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 9	9.92	1.70
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 10	9.81	1.59
c) South half			Area 11	10.65	1.66
d) North half			Area 12	12.78	1.69
<u>ELEVATOR CONSTRUCTORS</u>			Area 13	10.79	2.04
<u>Area 1</u>			Area 14	10.54	1.84
o Mechanic	18.88	4.33 + a	Area 1	Clatsop, Columbia, Tillamook	
o Helper	13.22	4.33 + a	Area 2	Clackamas, Multnomah, Washington	
o Probationary Helper	9.44	-	Area 3	Marion, Polk, Yamhill	
<u>Area 2</u>			Area 4	Benton, Lincoln, Linn	
o Mechanic	19.22	4.33 + a	Area 5	Lane	
o Helper	13.45	4.33 + a	Area 6	Douglas	
o Probationary Helper	9.61	-	Area 7	Coos, Curry	
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 8	Jackson, Josephine	
			Area 9	Hood River, Sherman, Wasco	
			Area 10	Crook, Deschutes, Jefferson	
			Area 11	Klamath, Lake	
			Area 12	Gilliam, Grant, Morrow, Umatilla,	
			Area 13	Wheeler	
			Area 14	Baker, Union, Wallowa	
			Area 15	Harney, Malheur	

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

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS	TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
ROOFERS			SOFT FLOOR LAYERS		
Area 1:			Area 1	15.15	3.42 + b
o Roofers	15.10	3.70	Area 2	12.99	2.01
o Handling coal tar pitch	16.61	3.70	b) plus 4% of basic hourly rate for employees with less than one year of service, 6% for those with more than one year.		
Area 2:			Area 1 - All counties except Malheur County		
o Roofers(a)	15.04	2.93	Area 2 - Malheur County		
Area 3:			SPRINKLER FITTERS	20.30	3.90
o Roofers	14.15	2.70	TENDERS TO MASON TRADES		
(Add \$1.50 per hour to Fringe for work with irritable Bituminous material.)			Tenders for Bricklayers, Tile Setters, Marble Setters and Terrazzo Workers; Topping for Cement Finishers and Mortar Mixers.	14.71	3.90
Area 4:			TENDERS TO PLASTERERS		
o Roofers	14.75	3.35		14.22	3.90
(Add \$2.00 per hour to Fringe for work with irritable Bituminous materials)			TILE SETTERS		
Area 5:			Area 1	17.10	3.55
o Roofers	11.55	3.55	Area 2	16.05	2.65
(Add \$3.00 per hour to Fringe for work with irritable Bituminous materials)			Area 1		
Area 1	Area 1(cont)	Area 2	Area 2(cont)		
Baker Multnomah Benton Klamath			Baker Polk Benton Josephine		
Clackamas Sherman Coos Lake			Clackamas Sherman Coos Klamath		
Clatsop Tillamook Crook Lane			Clatsop Tillamook Crook Lake		
Columbia Wasco Curry Lincoln			Columbia Umatilla Curry Lane		
Jefferson Washington Deschutes Linn			Gilliam Union Deschutes Lincoln		
Gilliam Wheeler Douglas Marion			Hood River Wallowa Douglas Linn		
Grant Harney Polk Yamhill			Malheur(a) Wasco(b) Grant Malheur(c)		
Hood River Jackson Josephine			Marion Washington Harney Wasco(d)		
Area 3	Area 4	Area 5	Morrow Yamhill Jackson Wheeler		
Malheur Umatilla Morrow			Multnomah Jefferson		
Union Wallowa					
SHEETMETAL WORKERS			a) North half c) South half		
Area 1	Building Trades		b) North of Maupin d) Maupin and south thereof		
Journeyman Architectural (a)	16.80	4.85	TILE & TERRAZZO HELPERS		
Area 2	Journeyman	14.64	Area 1	13.32	2.20
Area 3		16.28	Area 1		
Area 4		18.86	Baker Hood River Sherman Wallowa		
		16.34	Clackamas Gilliam(a) Tillamook Wasco(b)		
Area 1			Clatsop Morrow Umatilla Washington		
Benton Gilliam Linn Tillamook			Columbia Multnomah Union Yamhill(a)		
Clackamas Grant Marion Wasco			Malheur North Half Yamhill North Half		
Clatsop Harney Multnomah			Wasco North of Maupin		
Columbia Hood River Polk Washington			TRUCK DRIVERS (see Page 11)		
Crook Hood River Sherman Yamhill			WELDERS; RIGGERS		
Deschutes Jefferson Lincoln			Receive rate for craft performing operation to which welding and rigging are incidental.		
Area 2	Area 3	Area 4			
Baker Morrow Coos Josephine					
Malheur Umatilla Curry Klamath					
Union Douglas Lake					
Wallowa Jackson Lane					
a) Architectural work is job-site exterior work only on gutters, downspouts, scuppers, conductor heads, flashing, metal roofing and siding, including job-site roll formed, decking, louvers, gravity type ventilators, fascia, soffits, window wall, column covers, pre-engineered metal buildings and sandwich type wall systems such as Alucobond, Robertson, Molenco or Inryco.					

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS	TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
CARPENTERS, LABORERS, POWER EQUIPMENT OPERATORS AND TRUCK DRIVERS			CARPENTERS (See preceding column for explanation of when the lower rates may be used)		
Under the following circumstances a rate lower than the basic hourly rate may be used for these four trades:			LESS THAN 100% 100%		
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.			Zone 1 (Base Rate):*		
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.			o Group 1	14.79	17.77 3.67
ZONE RATES AND DESCRIPTIONS			o Group 2	14.91	17.92 3.67
Zone Differential for Carpenters (Groups 1 and 2 only), Laborers, Power Equipment Operators and Truck Drivers			o Group 3	14.99	18.02 3.67
(Add to Zone 1 Rate)			o Group 4	15.11	18.17 3.67
Zone 2			o Group 5	14.87	17.87 3.67
Zone 3			o Group 6	14.95	17.97 3.67
Zone 4			*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 5			Zone Differential for Groups 3 through 6 Only (Add to Zone 1 Rate)		
Zone 6			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 Eugene Longview Medford North Bend Portland The Dalles		
			Cities for Groups 5 and 6		
			Astoria Eugene Newport Salem Bend Klamath Falls Portland The Dalles Coos Bay Medford Roseburg		
			Group 1 Group 2		
			Auto. Mailing Machine Floor Layers & Finishers Carpenters Stationary Power Saw Form Stripper Operators Manhole Builders Wall & Ceiling Insulators		
			Group 3 Group 4		
			Millwrights Certified Welders Machine Erectors		
			Group 5 Group 6		
			Bridge, Dock & Wharf Boom Men Builders Piledrivermen		

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS	TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
LABORERS¹			LABORERS (continued)		
	LESS THAN 100%	100%			
Zone 1 (Base Rate): ²			a) Including Pot Tender for same, applying protective material by hand or nozzle on utility lines or storage tanks on project		
o Group 1	11.17	13.34	4.90	b) Power saw	
o Group 2	11.45	13.69	4.90	c) And similar types	
o Group 3	11.69	13.99	4.90	d) Concrete, rock, etc.	
o Group 4	11.89	14.24	4.90	e) Charred Materials	
o Group 5	9.00	10.00	4.90	f) Of all materials of an irritating nature including cement and lime	
o Group 6	8.50	8.50	4.90	g) Includes, but not limited to: Dry Pack Machine, Jackhammer, Chipping Guns, Paving Breakers, Vibrators (less than 4" diameter)	
Group 1			Group 3		
Asphalt Plant Laborers	General Laborer ***		Asbestos Removal	Power Saw Operators (d)	
Asphalt Spreaders	Guardrail, Median		Asphalt Rakers	Pumpcrete Nozzlemans	
Batch Weighman	Rail (c)		Bit Grinder	Sand Blasting (dry)	
Broomers	Leverman or Aggregate		Concrete Saw Operator	Sewer Pipe Layers	
Brush Burners/Cutters	Spreader (d)		Drill Doctor	Sewer Timberman	
Carpenter Tender	Material Yard Man (e)		Drill Operators (a)	Track Liners (e)	
Car & Truck Loaders	Powderman Tender		Guniting Nozzlemans	Tugger Operator	
Change-House Man	Railroad Track Laborers		High Scalpers,	Tunnel-Chuck Tenders,	
Choke Setter	Ribbon Setters (f)		Strippers, Drillers(b)	Nippers, Timberman	
Chipper Operator (a)	Rip Rap Man (Hand		Laser Beam (c)	Vibrator (4" and larger)	
Clean-up Laborers ***	Placed)		Manhole Builder	Water Blaster	
Concrete Laborers	Road Pump Tender		Powdermen	Welder	
Culvert (hand labor)	Sewer Laborer		a) Air Tracks, Cat Drills, Wagon Drills, Rubber-mounted drills, and other similar types		
Curing, concrete	Signalman		b) Covers work in Swinging Stages, chairs or belts, under extreme conditions unusual to normal drilling, blasting, barring-down, or sloping and stripping		
Demolition, wrecking and moving ***	Skipman		c) Pipe laying, applicable when employee assigned to move, set up, align Laser Beam.		
Driller Tender	Slopers		d) Bucking and falling		
Dry-shack Man	Sprayman		e) Anchor Machines, Ballast Regulators, Multiple Tampers, Power Jacks		
Dumpers, road oiling crew	Stake Chaser		Group 4		
Dumpmen for grading crew	Stockpiler		Laser Beam (Tunnel), applicable when employee assigned to move, set-up, align laser beam		
Elevator Feeders	Timber Faller/Bucker (Hand Labor)		Tunnel Miners		
Fine Graders	Toolroom Man (Job site)		Tunnel Powderman		
Fire Watch	Tunnel Bull Gang (Above Ground)		Group 5**		
Form Strippers (b)	Weight-Man-Crusher (g)		Flagger		
a) Pittsburg or similar types			Group 6**		
b) Not swinging stages			Fence Builder	Landscaping or planting laborer	
c) Reference Post, Guide Post, or Right-of Way Marker			**Groups 5 and 6 were formerly a single group. Note the difference in rates between the two groups now.		
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)	Guniting or Pot Tender				
Brush Cutters (b)	Handers/Mixers (f)				
Burners	Post Hole Digger, Air,				
Choker Splicer	gas or electric				
Clay Power Spreader(c)	Power Tool Operators (g)				
Clean-up Nozzlemans	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 Nozzlemans					
Tender					
(Group 2 continues top of next column.)					

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

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

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

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
POWER EQUIPMENT OPERATORS (continued)		
Group 6		
Asphalt Burner and Reconditioner	Concrete Spreader	
Cast-In Place Pipe	Curb Machine (b)	
Laying Machine	Loaders (c)	
Concrete Finishing Machine (A)	Maginnis Internal Full Slab Vibrator	
Concrete Joint Machine	Pavement Grinder and/or Grooving Machine (d)	
Concrete Paving Machine	Rock Spreaders (e)	
Concrete Planer		
a) Clary, Johnson, Bidwell, Burgess, Bridges Deck or similar type		
b) Mechanical Berm, Curb and/or Gutter		
c) Rubber-tired type, 2 1/2 cu. yds. and under		
d) Riding type		
e) Self-propelled		
Group 7		
A-Frame Truck (a)	Grouting Machine	
Ballast Regulator	Hydraulic Backhoe (e)	
Ballast Tamper (b)	Locomotive, 40 tons & over	
Bellcrete	Pot Rammer	
Boom Truck	Pumpcrete Operator (any type)	
Churn Drill/ Earth Boring Machine	Roller (any asphalt mix)	
Concrete Mixer (c)	Shuttle Car	
Concrete Pump	Tie Spacer	
Elevating Grader (d)	Tower Mobile Operator	
Fuller-Kenyon and similar	Track Liner	
a) Double drum		
b) Multiple purpose		
c) Single drum, five bag capacity and over		
d) Tractor towed requiring operator or grader		
e) Wheel type 3/8 cu. yds. and under with or without front end attachment 2 1/2 cu. yds. and under (Ford, John Deere, Case type)		
Group 8		
Asphalt Paver Operator	Diesel-Electric	
Batch Plant and/or wet-mix (a)	Engineer (c)	
Belt Loader (b)	Generator Operator	
a) One and two drum		
b) Kolman and Ko Cal types		
c) Plant, Crusher, Generator, Floating		
Group 9		
Asphalt Plant Operator	Guardrail Punch and Auger (d)	
Bolt-Threading Machine	H.D. Mechanic and Welder	
Boom-Type Lifting Device (a)	Hammer Operator	
Boring Machine	Hydraulic Backhoe (e)	
Bulldozer	Lift Slab Machine	
Cherry Picker (a)(b)	Loader (f)	
Chicago Boom (c)	Machine Tool Operator	
Compactor with Blade	Pipe Cleaning, Doping, Bending and wrapping Machines	
Concrete Cooling Machine		
Crusher Plant Operator	Side-boom Cat	
(Group 9 continues top of next column.)		

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
POWER EQUIPMENT OPERATORS (continued)		
Drill Cat Operator	Stationary Drag Scraper	
Drill Doctor	Surface Heater and Planer	
Drill Doctor (Bit Grinder)	Tractor (g)	
Grizzly Crusher	Tractor (h)	
	Trench Machine (i)	
a) 5 ton capacity or less		
b) Or similar type crane-hoist		
c) And similar types		
d) All types		
e) Track type 3/8 cu. yds.		
f) Front end and overhead, 2 1/2 cu. yds. and under 4 cu. yds.		
g) With boom attachments		
h) Rubber-tired over 50 H.P. flywheel		
i) Maximum digging capacity over 3 ft. depth		
Group 10		
Barge Operator, self-loading	Compactor, multi-engine	
Bulldozer (a)	Dozers and Pushers (c)	
Cable Plow (any type)	Driller (d)	
Combination H.D. Mechanic-Welder (b)	Jack Operator/Elevating Barges	
a) Twin engine (TC 12 and similar)		
b) With dispatcher and/or required to do both		
c) Rubber-tired (Michigan, Cat, Mough type)		
d) Percussion, Diamond, Core, Cable, Rotary and similar type		
Group 11		
Clamshell, Hoe, etc. (a)	Dragline	
Combination Guardrail	Grade-Alls (a)	
Machines (b)	Mixer Mobile	
Concrete Breaker	Mucking Machine (tunnel)	
Crane Operator (c)	Shovel	
a) Under 1 cu. yd.		
b) i.e., Punch, Auger, etc.		
c) 25 tons and under		
Group 12		
Batch Plant and/or Wet Mix (a)	Paddle Wheel, Auger Type	
Blade Mounted Spreaders (b)	Piledriver (not crane type)	
Blade Operator	Reinforced Tank Banding Machine (K-17 or similar)	
Elevating Loader (c)	Rubber-tired Scraper (d)	
Hoist, two or more drums	Shield Operator	
	Single Scraper (e)	
a) 3 units or more		
b) Ulrich and similar types		
c) Athey and similar		
d) Single and twin engine		
e) With Push-pull attachments, self loader		

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
POWER EQUIPMENT OPERATORS (continued)		
Group 13		
Back Filling Machine	Derrick, under 100 tons	
Blade (a)	Elevating Grader (e)	
Blade, multi-engine	Floating Clamshell, etc. (f)	
Blade Operator, finish	Floating Crane (g)	
Bridge Crane	Grade-all, 1 cu. yd. and over	
Operator (b)	Hoist (h)	
Cableway Operator (c)	Piledriver Operator	
Concrete Paving Road Mixer	Shovel, etc. (i)	
Crane (d)		
a) Externally controlled by electronic, mechanical hydraulic means		
b) Locomotive Crane, Gantry and Overhead		
c) 25 ton and over		
d) Over 25 ton and including 40 tons		
e) Operated by Tractor Operator, Sierra, Eculid, or similar		
f) Under 3 cu. yds.		
g) Derrick Barge, less than 30 ton		
h) Stiff Leg, Guy Derrick, or similar, 50 tons and over		
i) 1 cu. yd. and less than 3 cu. yds.		
Group 14		
Rubber-tired Scraper (a)		
Tower Crane Operator		
a) With Tandem Scrapers, self-loading, Paddle Wheel, Auger type, finish and/or 2 or more units		
Group 15		
Loader, 4 cu. yds., but less than 6 cu. yds.		
Rock Mound Operator		
Group 16		
Autograder or "Trimmer"	Floating Crane (Derrick Barge) (c)	
Automatic Concrete Slip Form Paver	Loader (d)	
Cableway (a)	Rubber-tired Scraper (e)	
Concrete Canal Line	Shovel (f)	
Crane (b)	Tandem Bulldozer (g)	
Floating Clamshell, etc., 3 cu. yds. and over	Wheel Excavator (h)	
a) 25 tons and over		
b) Over 40 ton and including 100 ton		
c) 30 ton but less than 80 ton		
d) 6 cu. yds., but less than 12 cu. yds.		
e) With Tandem Scrapers, multi-engine		
f) 3 cu. yds., but less than 5 cu. yds.		
g) Quad-nine and similar		
h) Under 750 cu. yds. per hour		
Group 17		
Canal Trimmer	Loader (c)	
Crane (a)	Shovel, etc. (d)	
Floating Crane (b)	Whirley (e)	
(Group 17 continues top of next column)		

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
POWER EQUIPMENT OPERATORS (continued)		
a) Over 100 ton and including 200 ton		
b) Derrick Barge, 80 ton, but less than 150 ton		
c) 12 cu. yds. and over		
d) 5 cu. yds. and over		
e) Over 80 ton and including 150 ton		
Group 18		
Band Wagons (a)	Wheel Excavator (d)	
Crane (b)	Whirley (e)	
Floating Crane (c)		
a) In conjunction with Wheel Excavator		
b) Over 200 ton		
c) 150 ton but less than 250 ton		
d) Over 200 ton		
e) 150 ton and over		
Group 19		
Floating Crane (a)	Remote Controlled Earth Moving Equipment	
Helicopter (b)	Under Water Equipment (c)	
a) 250 ton and over		
b) When used in erecting work		
c) Remote or otherwise		
TRUCK DRIVERS¹		
	LESS THAN 100%	100%
Zone 1 (Base Rate): ²		
o Group 1	13.09	15.73
o Group 2	13.13	15.78
o Group 3	13.17	15.83
o Group 4	13.21	15.88
o Group 5	13.25	15.93
o Group 6	13.33	16.03
o Group 7	13.41	16.13
o Group 8	13.49	16.23
o Group 9	13.57	16.33
o Group 10	13.71	16.50
o Group 11	13.79	16.60
o Group 12	13.87	16.70
o Group 13	13.95	16.80
o Group 14	14.03	16.90
Work		
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	

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

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
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TRUCK DRIVERS (continued)

Over 30 cu. yds. and inc. 40 cu. yds.	8
Over 40 cu. yds. and inc. 50 cu. yds.	9
Over 50 cu. yds. and inc. 60 cu. yds.	10
Over 60 cu. yds. and inc. 70 cu. yds.	11
Over 70 cu. yds. and inc. 80 cu. yds.	12
Over 80 cu. yds. and inc. 90 cu. yds.	13
Over 90 cu. yds. and inc. 100 cu. yds.	14

Dumpsters or Similar Equipment--all sizes	5
---	---

Flaherty Spreader Driver or Leverman	4
--------------------------------------	---

Lift Jitneys, Fork Lifts--all sizes--used in loading, unloading & transporting material on job site	1
---	---

Loader and/or Leverman on Concrete Dry Batch Plant, manually operated	1
---	---

Low Bed Equipment, Flat Bed Semi-Truck and Trailer or Doubles transporting equipment or wet or dry materials	4
--	---

Lubrication Man, Fuel Truck Driver, Driver, Tireman, Wash Rack, Steam Cleaner or combination	2
--	---

Lumber Carrier, Driver-Straddle Carrier--used in loading, unloading and transportation of material on job site	4
--	---

Oil Distributor Driver or Leverman	4
------------------------------------	---

Pilot Car	1
-----------	---

Slurry Truck Driver or Leverman	3
---------------------------------	---

Solo Flat Bed and Misc. Body Trucks--0-10 tons	1
--	---

Transit Mix and Wet or Dry Mix Trucks:	
5 cu. yds. and under	1
Over 5 cu. yds. and inc. 7 cu. yds.	5
Over 7 cu. yds. and inc. 9 cu. yds.	6
Over 9 cu. yds. and inc. 11 cu. yds.	7
Over 11 cu. yds. and inc. 13 cu. yds.	8
Over 13 cu. yds. and inc. 15 cu. yds.	9

Team Drivers	2
--------------	---

Tireman, full-time basis	3
--------------------------	---

Truck Helper	1
--------------	---

Truck Mechanic--Welder--Body Repairman	6
--	---

Truck Mechanic Helper	1
-----------------------	---

Water Wagons (Rated Capacity) up to:	
1600 gallons	1
1600 to 3000 gallons	3
3000 to 5000 gallons	4
5000 to 7000 gallons	6
7000 to 10,000 gallons	7
10,000 to 15,000 gallons	8

Winch Truck--takes classification of truck on which winch is mounted	
--	--

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

² See page 11 for zone rates and descriptions.

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

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

[illegible]

PLANNED PUBLIC IMPROVEMENT SUMMARY

AL YEAR _____ - _____

PAGE _____ OF _____

(Name of State or Local Government Agency)

ject ber	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

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.

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 Estimate		Agency Contract Estimate	
			Unit Cost	Total Cost	Unit Cost	Total Cost
</						

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
or 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
age 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.

ORM 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

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.

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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.

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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.

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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

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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

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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

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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,

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- 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 remodeling Rooms 214, 220 to jury rooms, enlarging existing Hearings Room 218, and building 12 person jury box in Room 222, as indicated on Drawings and specified herein.
- B. Additional requirements of all parties to the Contract: None

1.2 CONTRACTS:

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

1.3 WORK SEQUENCE:

- A. Construct Work in stages to accommodate Owner and public use to the premises during the construction period. Coordinate the construction schedule and operations with Project Manager.
- B. All Work shall be completed within 60 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.

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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: None
- C. Execute Certificate of Substantial Completion for each specific Portion of the Work prior to Owner occupancy.
- D. After Owner occupancy, Contractor shall provide:
 - 1. Access for Owner personnel and public.
 - 2. Operation of permanent HVAC, electrical systems, water supply systems, waste water systems and required exits.
 - 3. Provide protection from service interruption and excessive noise or air pollution.
- E. Upon occupancy, Owner will provide custodial services, security, maintenance, and insurance on property.

1.7 OWNER-FURNISHED PRODUCTS:

- A. Products furnished and paid for by Owner, described in Specification Sections: None
- 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:

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

SECTION 01100 ALTERNATES

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: Sheet A2 - Additive Alternative Jury Box Addition

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.

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	--	--

SECTION 01502

RENOVATION FACILITIES AND TEMPORARY CONTROLS

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.

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1.6 STORAGE AND PROTECTION:

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

1.7 PRODUCT OPTIONS:

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

1.8 SUBSTITUTION PROCEDURES:

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

1.9 PRE-BID REQUESTS:

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

1.10 AFTER AWARD OF CONTRACT REQUESTS:

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

1.11 SALVAGE:

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

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SUBSTITUTION REQUEST FORM



SPECIFICATIONS INSTITUTE
Portland Chapter

TO: _____

PROJECT: _____

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

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

Proposed Substitution: _____

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

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

Fill In Blanks Below:

A. Does the substitution affect dimensions shown on Drawings?

B. Will the undersigned pay for changes to the building design, including engineering and detailing costs caused by the requested substitution?

C. What affect does substitution have on other trades? _____

D. Differences between proposed substitution and specified item? _____

E. Manufacturer's guarantees of the proposed and specified items are:

☐ Same

☐ Different (explain on attachment)

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

Submitted By:

Signature

Firm

Address

Date

Telephone

For Use By Design Consultant:

☐ Accepted ☐ Accepted As Noted

☐ Not Accepted ☐ Received Too Late

By _____

Date _____

Remarks _____

PART I - GENERAL**1.1 SUBSTANTIAL COMPLETION:**

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

1.2 CLEANING PRIOR TO FINAL INSPECTION:

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

1.3 FINAL INSPECTION:

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

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- 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.

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- 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 06200
FINISH CARPENTRY

PART 1 GENERAL

1.01 GENERAL REQUIREMENTS

Drawings and general provisions of the Contract, including General and other Conditions and Division 1-General Requirements sections, apply to the work specified in this Section.

1.02 SECTION INCLUDES

- A. Finish carpentry items, other than shop prefabricated casework.
- B. Standing and running trim.
- C. Installation of hardware and attachment accessories.
- D. Plastic laminate wainscot.

1.03 PRODUCTS INSTALLED BUT NOT FURNISHED UNDER THIS SECTION

- A. Section 08710 - Door Hardware: Supply of hardware and attachment accessories to this Section.

1.04 RELATED SECTIONS

- A. Section 06410 - Custom Casework: Shop fabricated custom cabinetwork.
- B. Section 09900 - Painting: Painting and finishing of finish carpentry items.

1.05 REFERENCES

- A. AWI - Quality Standards.
- B. FS MMM-A-130 - Adhesive, Contact.
- C. NEMA LD-3 - High Pressure Decorative Laminates.
- D. PS 20 - American Softwood Lumber Standard.
- E. UL - Underwriters Laboratories.

1.06 REGULATORY REQUIREMENTS

- A. Conform to applicable code for flame/fuel/smoke requirements.
- B. Conform to UL requirements to achieve fire resistance assembly rating indicated.

SECTION 06200
FINISH CARPENTRY

1.07 SUBMITTALS

- A. Submit samples under provisions of Section 01300.
- B. Submit two samples 2x3 inch in size illustrating manufacturer's full range of colors and textures of plastic laminate.
- C. Submit 1 sample 12 inches long of wood trim, each species required.

1.08 DELIVERY, STORAGE, AND HANDLING

- A. Store materials in ventilated, interior locations under constant minimum temperatures of 60 degrees F and maximum relative humidity of 55 percent.

PART 2 PRODUCTS

2.01 LUMBER MATERIALS

- A. Softwood Lumber: PS 20; Custom grade in accordance with AWI; maximum moisture content of 6 percent; Douglas Fir species, with mixed grain.
- B. Hardwood Lumber: FSMM-L-736; Custom grade in accordance with AWI; maximum moisture content of 6%; White Oak Species; with mixed grain.

2.02 SHEET MATERIALS

- A. Softwood Plywood: PS-1, APA, Veneer A-C, exterior, with plastic laminate backing sheet applied, 3/8 inch thickness; for wainscot backing board at toilet and janitor rooms.

2.03 PLASTIC LAMINATE MATERIALS

- A. Plastic Laminate: .050 inch General Purpose Grade; for use at all wainscot areas scheduled to receive plastic laminate. Color: Wilsonart "Erin Grey" #4306-90.

2.04 ADHESIVE

- A. Contact Adhesives: FS MMM-A-130 as recommended by manufacturer for type of application.

2.05 ACCESSORIES

- A. Nails: Size and type to suit application, plain finish.
- B. Bolts, Nuts, Washers, Blind Fasteners, Lags, and Screws: Size and type to suit application; plain finish.
- C. Lumber for Shimming and Blocking, Softwood lumber of Douglas fir species.
- D. Primer: Alkyd primer sealer type.
- E. Wood Filler: Solvent Oil base, tinted to match surface finish color.

SECTION 06200
FINISH CARPENTRY

PART 3 EXECUTION

3.01 EXAMINATION

- A. Beginning of installation means acceptance of existing conditions.

3.02 PREPARATION

- A. Before installation, prime paint surfaces with paint on items or assemblies to be in contact with cementitious materials.

3.03 INSTALLATION

- A. Install work in accordance with AWI Custom quality standard.
- B. Set and secure materials and components in place, plumb and level.
- C. Install trim with nails
- D. Nail backer board for wainscot to wood framing over gypsum wallboard or existing wall with balance sheet at concealed, apply with 8d finish nails at 8" o.c. at edges and 12" o.c. at intermediate supports all edges full bearing; set nail heads. At existing masonry walls attach with recessed head screws in plastic expansion anchors.
- E. Apply plastic laminate finishes where indicated. Conform to AWI Section 400 Paragraph 400-21 to 400-28 inclusive. Adhere with adhesive over entire surface. Stagger vertical joints in plastic laminate minimum 12 inches from joints in backing board. Install with beveled edges at butt joints and mitered joints at exposed corners.
- F. Cut plastic laminate wainscot around toilet accessories other than grab bars and mirrors. At mirrors provide backing to match width and height of mirror less 1/4". Finish exposed edges with plastic laminate to match existing wainscot.
- G. Install hardware supplied by Section 08700 in accordance with manufacturer's instructions.

3.04 TOLERANCES

- A. Maximum Variation from True Position: 1/16 inch.
- B. Maximum Offset from True Alignment with Abutting Materials: 1/32 inch.

3.05 PREPARATION FOR SITE FINISHING

- A. Set exposed fasteners. Apply wood filler in exposed fastener indentations. Sand work smooth.
- B. Site Finishing: Refer to Section 09900.

END OF SECTION

SECTION 06410
CUSTOM CASEWORK

PART 1 GENERAL

1.01 GENERAL REQUIREMENTS

Drawings and general provisions of the Contract, including General and other Conditions and Division 1 - General Requirements sections, apply to the work specified in this Section.

1.02 WORK INLCUDED

- A. Special fabricated plastic laminate finished cabinet units.
- B. Countertops.
- C. Prepared for utilities.

1.03 RELATED WORK

- A. Section 06200 - Finish Carpentry.
- B. Section 15400 - Plumbing Fixtures and Trim.

1.04 REFERENCES

- A. FS MMM-A-130 - Adhesive, Contact.
- B. NEMA LD3 - High Pressure Decorative Laminates.
- C. PS 20 - American Softwood Lumber Standard.
- D. PS 58 - Basic Hardboard.
- E. AWI - Section 400 Custom Grade.

1.05 QUALITY ASSURANCE

- A. Conform to AWI "Custom" grade for all work.
- B. Subcontractor qualification: Subcontractor shall have been producing work, to quality specified herein, for 3 years minimum amd have proper equipment to produce work in accordance with AWI standards.

1.06 SUBMITTALS

- A. Submit materials, component profiles, fastening methods, assembly methods, joint details and accessory listings.
- B. Exposed hardware: Submit one sample of each type and finish.

SECTION 06410
CUSTOM CASEWORK

PART 2 PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

- A. Burgener's Woodworking, Inc.
- B. D & B Cabinet Shop
- C. F. H. Sullivan Co., Inc.
- D. Faustrollean Fixture Co.
- E. Kriegsko Manufacturing.
- F. Lemons Millwork, Inc.
- G. McCarty Woodworking, Inc.
- H. R & B Innovations in Wood, Inc.
- I. TRI Interior Design
- J. Westmark Products.
- K. Substitutions: Under provisions of Section 01600.

2.02 MANUFACTURED UNITS

- A. Design: Flush overlay.

2.03 SHEET MATERIALS

- A. Wood Particleboard: Per AWI standard, premium grade board of balanced construction as manufactured by Duraflake Co., Albany, Oregon or approved; sanded faces, 45 lb. density per cubic foot with moisture content of 8% or less, 3/4 inch thickness unless noted otherwise, located as follows:

ITEM

Drawer Front, Sub-front, Back, 3/4".
Drawer Bottoms, 1/4"
Shelving, 3/4" thick to 36", 1" thick over 36"
Cabinet Tops, Bottoms, Ends and Backs, 3/4".
Cabinet Doors, 3/4".
Cabinet Tops, 3/4".

- B. Hardboard: PS 58; premium grade, champagne color, factory finished pressed wood fiber with resin binder, tempered grade, 1/4" thick located as follows:

ITEM

Dividers

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SECTION 06410
CUSTOM CASEWORK

- C. Laminated Plywood: 7 layer plywood, 1/2" thickness unless noted otherwise.

ITEM

Drawer Sides

- D. Softwood Plywood: PS 1; APA Veneer grade A-D; exterior, 3/4 inch thickness.

ITEM

Bases

2.04 ACCEPTABLE LAMINATE MANUFACTURERS

- A. Formica
- B. Wilsonart
- C. Nevamar
- D. Substitutions: Under provisions of Section 01600.

2.05 LAMINATE MATERIALS

- A. Exposed Plastic Laminate: NEMA Standard No. LD 1-64 Type 1 General Purpose Grade, thickness .050 inch for countertops, back and side splashes: furnish Type 2 Vertical Grade .030 inch thickness, for exposed face frames and ends and exposed faces of hinged doors and drawers for all casework; Color: Wilsonart "Erin Grey" #4306-90.
- B. Interior Exposed & Semi-Exposed Surfaces: Plastic laminate melamine .030 inch thickness. Grey color with matte finish.
- C. Unexposed Surfaces: Laminate backing sheet, LD-3 BK20 Backing grade, undecorated plastic laminate.

2.06 ACCESSORIES

- A. Adhesive: FS MMM-A-130. Type recommended by laminate manufacturer to suit application.
- B. PVC Edge Trim: Solid band, .020 thickness, smooth finish, of width to match sheet thickness, pressure and heat melt adhesive applied, color to match Plastic Laminate.
- C. Fasteners: Size and type to suit application.
- D. Bolts, Nuts, Washers, Lags, Pins, and Screws: Of size and type to suit application; black finish in exposed locations.

2.07 HARDWARE

- A. Adjustable Shelf Supports: Blum #34.0040 nylon adjustable steel pin shelf clips.
- B. Drawer and Door Pulls: 3/8" diameter 3 1/2" wire pulls, brushed stainless steel.
- C. Cabinet Locks: National Lock #C-8102 pin tumbler.

SECTION 06410
CUSTOM CASEWORK

- D. Catches: National Lock #61-530.
- E. Clothes Rod: 1 1/16 inch diameter chrome plated steel rod. Knap & vogt #770-1, with end flanges #734 and 735.
- F. Hinges: Full concealed, Blum #91A6500 (170 degree). Attach to casework using euro-screws.
- G. Drawer Front Adjusters: Blum #295.100.
- H. Substitutions: Under provisions of Section 01600.

2.08 FABRICATION

- A. Conform to AWI Section 400, custom grade with plastic laminate faces.
- B. Shop assemble casework for delivery to site in units easily handled and to permit passage through building openings.
- C. Fit shelves, doors, drawers, and exposed edges with PVC edging. Use full length pieces only.
- D. Door and Drawer Fronts: 3/4 inch thick, "flush overlay" type construction.
- E. When necessary to cut and fit on site, provide materials with ample allowance for cutting. Provide trim for scribing and site cutting.
- F. Apply plastic laminate finish in full uninterrupted sheets consistent with manufactured sizes. Make corners and joints hairline. Locate counter butt joints minimum 2 feet from sink cut-outs.
- G. Cap exposed plastic laminate counter edges with material of same finish and pattern.
- H. Mechanically fasten splashbacks to countertops.
- I. Apply laminate backing sheet to reverse side of plastic laminate finished surfaces.
- J. Provide cutouts for plumbing fixtures, inserts, appliances, outlet boxes, and other fixtures and fittings. Verify locations of cutouts from on-site dimensions. Seal contact surfaces of cut edges.
- K. Provide 2 vertical rows of holes in cabinet sides, spaced 1 1/2" maximum from front and back of cabinet units to receive adjustable shelving. Size holes for adjustable shelf clips, space 1 1/4" o.c. vertically.

PART 3 EXECUTION

3.01 INSPECTION

- A. Verify adequacy of backing and support framing.

3.02 INSTALLATION

- A. Set and secure casework in place rigid, plumb, and level.
- B. Use purpose designed fixture attachments at concealed locations for wall mounted components.

SECTION 06410
CUSTOM CASEWORK

- C. Use threaded steel concealed joint fasteners to align and secure adjoining cabinet units and counter tops. Counter tops shall be continuous over units below.
- D. Carefully scribe casework which is against other building materials, leaving gaps of 1/32 inch maximum. Do not use additional overlay trim for this purpose.
- E. Secure cabinet and counter bases to floor using appropriate angles and anchorages.

3.03 **ADJUSTING AND CLEANING**

- A. Adjust doors, drawers, hardware, fixtures and other moving or operating parts to function smoothly and correctly.
- B. Clean casework, counters, shelves, hardware, fittings and fixtures.

END OF SECTION

SECTION 07213
BATT AND BLANKET INSULATION

PART 1 GENERAL

1.01 GENERAL REQUIREMENTS

Drawings and general provisions of the Contract, including General and other Conditions and Division 1-General Requirements sections, apply to the work specified in this Section.

1.02 WORK INCLUDED

A. Sound Batt insulation.

1.03 REFERENCES

A. FS HH-I-521 - Insulation Blankets, Thermal (Mineral Fiber, for Ambient Temperatures).

PART 2 PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

A. Owens-Corning Fiberglass.

B. Manville.

C. Substitutions: Under provisions of Section 01600.

2.02 MATERIALS

A. Glass or Mineral Fiber Thermal Batt Insulation:

1. Concealed Applications: FS HH-I-521; preformed glass or mineral fiber batt; Type I - without membranes for sound insulation, 3 1/2" thickness.

PART 3 EXECUTION

3.01 PREPARATION

A. Verify adjacent materials are dry and ready to receive installation.

B. Verify mechanical and electrical services within walls have been installed and tested.

3.02 INSTALLATION

A. Trim insulation neatly to fit spaces. Use batts free of damage.

B. Fit insulation tight in spaces. Leave no gaps or voids.

END OF SECTION

SECTION 07900
JOINT SEALERS

PART 1 GENERAL

1.01 GENERAL REQUIREMENTS

Drawings and general provisions of the Contract including General and other Conditions and Division 1 - General Requirements sections, apply to the work specified in this section.

1.02 SECTION INCLUDES

- A. Preparing sealant substrate surfaces.
- B. Sealant and backing.

1.03 RELATED SECTIONS

- A. Section 06200 - Finish Carpentry: Sealants used in conjunction with siding.
- B. Section 06410 - Custom Casework: Sealants used in conjunction with countertops.
- C. Section 08111 - Standard Steel Doors & Frames: Sealants used in conjunction with door frames.
- D. Section 09220 - Portland Cement Plaster: Sealants used in conjunction with Portland Cement Plaster work
- E. Section 09650 - Resilient Flooring: Sealants used in conjunction with resilient floor finish.

1.04 REFERENCES

- A. ANSI/ASTM D1056 - Flexible Cellular Materials - Sponge or Expanded Rubber.
- B. ASTM C804 - Use of Solvent-Release Type Sealants.
- C. FS TT-S-00230 - Sealing Compound: Elastomeric Type, Single Component.
- D. FS TT-S-001543 - Sealing Compound, Silicone Rubber Base.

1.05 SUBMITTALS

- A. Submit product data under provisions of Section 01300.
- B. Submit product data indicating sealant chemical characteristics, performance criteria, limitations, color availability
- C. Submit samples under provisions of Section 01300.
- D. Submit two samples 2 x 2 inches in size illustrating colors selected.
- E. Submit manufacturer's installation instructions under provisions of Section 01300.
- F. Submit manufacturer's certificate under provisions of Section 01400 that products meet or exceed specified requirements.

**SECTION 07900
JOINT SEALERS**

1.06 QUALITY ASSURANCE

- A. Manufacturer: Company specializing in manufacturing the products specified in this Section with minimum three years experience.
- B. Applicator: Company specializing in applying the work of this Section with minimum three years experience, approved by sealant manufacturer.
- C. Conform to Sealant and Waterproofers Institute requirements for materials & installation.

1.07 ENVIRONMENTAL REQUIREMENTS

- A. Do not install solvent curing sealants in enclosed building spaces.
- B. Maintain temperature and humidity recommended by the sealant manufacturer during and after installation.

1.08 SEQUENCING AND SCHEDULING

- A. Coordinate the work of this Section with all Sections referencing this Section.

PART 2 PRODUCTS

2.01 SEALANTS

- A. Polyurethane Sealant: FS TT-S-00230 ,Type II - non-sag, Class A; color as selected; non-staining type manufactured by Sika Chemical Corporation or approved. For application at normal movement dynamic surface joints and expansion-control joints.
- B. Silicone Sealant: FS TT-S-01543, Class A, low modulus non-staining, non-sagging, type; color as selected; "Silglaze N" as manufactured by General Electric, or approved. For application at all flashing joint cover plates and seams.

2.02 ACCESSORIES

- A. Primer: Non-staining type, recommended by sealant manufacturer to suit application.
- B. Joint Cleaner: Non-corrosive and non-staining type, recommended by sealant manufacturer; compatible with joint forming materials.
- C. Joint Backing: ANSI/ASTM D1056; round, closed cell polyethylene foam rod; oversized 30 to 50 percent larger than joint width; approved by sealant manufacturer.
- D. Bond Breaker: Pressure sensitive tape recommended by sealant manufacturer to suit application.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that surfaces & joint openings are ready to receive work and field measurements are as shown on Drawings and recommended by the manufacturer.

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SECTION 07900
JOINT SEALERS

- B. Beginning of installation means installer accepts existing surfaces.

3.02 **PREPARATION**

- A. Clean and prime joints in accordance with manufacturer's instructions.
- B. Remove loose materials and foreign matter which might impair adhesion of sealant.
- C. Verify that joint backing and release tapes are compatible with sealant.
- D. Perform preparation in accordance with ASTM C804 for solvent release sealants.
- E. Protect elements surrounding the work of this Section from damage or disfiguration.

3.03 **INSTALLATION**

- A. Install sealant in accordance with manufacturer's instructions.
- B. Measure joint dimensions and size materials to achieve required width/depth ratios.
- C. Install joint backing to achieve a neck dimension no greater than 1/3 the joint width.
- D. Install bond breaker where joint backing is not used.
- E. Apply sealant within recommended application temperature ranges. Consult manufacturer when sealant cannot be applied within these temperature ranges.
- F. Install sealant free of air pockets, foreign embedded matter, ridges, and sags.
- G. Tool joints concave.

3.04 **CLEANING AND REPAIRING**

- A. Clean work under provisions of Section 01700.
- B. Clean adjacent soiled surfaces.
- C. Repair or replace defaced or disfigured finishes caused by work of this Section.

3.05 **PROTECTION OF FINISHED WORK**

- A. Protect sealants until cured.

END OF SECTION

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SECTION 08111
STEEL DOORS AND FRAMES

PART 1 GENERAL

1.01 GENERAL REQUIREMENTS

Drawings and general provisions of the Contract, including General and other Conditions and Division 1 - General Requirements sections, apply to the work specified in this Section.

1.02 WORK INCLUDED

- A. Rolled steel doors and frames.

1.03 RELATED WORK

- A. Door schedule at beginning of Division 8.
- B. Section 08712 - Hardware.
- C. Section 09900 - Painting: Field painting of doors and frames.

1.04 REFERENCES

- A. DHI - Door Hardware Institute: The Installation of Commercial Steel Doors and Steel Frames, Insulated Steel Doors in Wood Frames and Builder's Hardware.
- B. SDI-100 - Standard Steel Doors and Frames.
- C. SDI-105 - Recommended Erection Instructions for Steel Frames.

1.05 QUALITY ASSURANCE

- A. Conform to requirements of SDI-100

1.06 SUBMITTALS

- A. Submit shop drawings and product data under provisions of Section 01300.
- B. Indicate frame configuration, frame width (coordinate with wall thickness), anchor types and spacings, location of cutouts for hardware, reinforcement, welding and finish.

PART 2 PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

- A. Ceko
- B. Curries Manufacturing
- C. Fenestra
- D. Steelcraft
- E. Grand Metals Products Corp.

SECTION 08111
STEEL DOORS AND FRAMES

F. Republic

G. Pioneer

H. Substitutions: Under provisions of Section 01600.

2.02 DOORS AND FRAMES

A. Standard Interior Frames: 16 gage material, core thickness.

2.03 PROTECTIVE COATINGS

A. Primer: Zinc chromate type.

2.04 FABRICATION

A. Fabricate frames as welded unit type.

B. Fabricate frames with hardware reinforcement plates welded in place.

2.06 FINISH

A. Primer: Air dried.

B. Finish: As per Section 09900.

PART 3 EXECUTION

3.01 INSTALLATION

A. Install frames in accordance with SDI-105.

B. Coordinate with steel framing and wallboard wall construction for anchor placement.

3.02 TOLERANCES

A. Maximum Diagonal Distortion: 1/16 inch measured with straight edge, corner to corner.

3.03 ADJUSTING AND CLEANING

A. Adjust hardware for smooth and balanced door movement.

END OF SECTION

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SECTION 08210
WOOD DOORS

PART 1 GENERAL

1.01 GENERAL REQUIREMENTS

Drawings and general provisions of the Contract, including General and other Conditions and Division 1 - General Requirements sections, apply to the work specified in this Section.

1.02 WORK INCLUDED

- A. Wood doors non-rated.
- B. Schedule at the beginning of Division 8.

1.03 RELATED WORK

- A. Section 08111 - Standard Steel Doors and Frames: Steel frames.
- B. Section 08712 - Hardware.
- C. Section 09900 - Painting: Site finishing doors.

1.04 REFERENCES

- A. ANSI/NWMA I.S.1 - Industry Standard For Wood Flush Doors (Includes Standards I.S.1.1 through I.S.1.7).
- B. AWI - Quality Standards of Architectural Woodwork Institute.

1.05 QUALITY ASSURANCE

- A. Conform to requirements of ANSI/NWMA I.S.1.

1.06 SUBMITTALS

- A. Submit shop drawings and product data under provisions of Section 01300.
- B. Indicate door elevations, stile and rail reinforcement, and internal blocking for hardware attachment.

1.07 DELIVERY, STORAGE, AND PROTECTION

- A. Protect products under provisions of Section 01600.
- B. Package, deliver, and store doors in accordance with AWI requirements.

1.08 WARRANTY

- A. Warranty: Door manufacturer's standard warranty.

SECTION 08210
WOOD DOORS

PART 2 PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

- A. Weyerhaeuser.
- B. Cal-Wood Door.
- C. Nu-Door.
- D. Vancouver Door Co.
- E. Substitutions: Under provisions of Section 01600.

2.02 DOOR TYPES

- A. Flush Interior Doors: 1-3/4 inches thick; solid core construction; wood veneer faces.

2.03 DOOR CONSTRUCTION (AWI QUALITY STANDARD)

- A. Solid, Non-Rated Core: AWI Section 1300, PC-Particleboard.

2.04 FLUSH DOOR FACING

- A. Facing Quality: AWI paint grade.
- B. Flush Interior Door Veneer: Natural birch.

2.05 ADHESIVES

- A. Interior Doors: AWI, Type II.

2.06 FABRICATION

- A. Fabricate non-rated doors in accordance with AWI Quality Standards requirements.
- B. Provide flush doors with 3/4 inch thick edge strips of wood species to match veneer.
- C. Premachine doors for finish hardware.
- D. Provide 5 inch wide top and bottom rails and 5 inch wide lock blocks as required for installation of Door Hardware.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install doors in accordance with manufacturer's instructions.
- B. Machine cut relief for hinges and closers and coring for handsets and cylinders.
- C. Trim door width by cutting equally on both jamb edges to a maximum of 3/16 inch.

SECTION 08210
WOOD DOORS

- D. Trim door height by cutting at bottom edge only, to a maximum of one inch.
- E. Pilot drill screw and bolt holes.
- F. Prepare doors to receive finish hardware in accordance with AWI requirements.
- G. Conform to AWI requirements for fit tolerances.
- H. Coordinate installation of glass and glazing.

3.02 **INSTALLATION TOLERANCES**

- A. Maximum Diagonal Distortion: 1/4 inch measured with straight edge, corner to corner.

3.03 **ADJUSTING AND CLEANING**

- A. Adjust for smooth and balanced door movement.

END OF SECTION

**SECTION 08712
DOOR HARDWARE**

PART 1 GENERAL

1.01 GENERAL REQUIREMENTS

Drawings and general provisions of the Contract, including General and other Conditions and Division 1 - General Requirements sections, apply to the work specified in this Section.

1.02 WORK INCLUDED

- A. Hardware for wood and hollow steel doors.
- B. Gasketting.
- C. Furnish templates to Section 08111 for door and frame preparation.

1.03 RELATED WORK

- A. Section 08111 - Steel Doors and Frames.
- B. Section 08210 - Wood Doors

1.04 REFERENCES

- A. ANSI A117.1 - Specifications for Making Buildings and Facilities Accessible to and Usable by Physically Handicapped People.
- B. DHI - Door and Hardware Institute.

1.05 COORDINATION

- A. Coordinate work of this Section with other directly affected Sections involving manufacturer of any internal reinforcement for door hardware.

1.06 QUALITY ASSURANCE

- A. Manufacturers: Companies specializing in manufacturing door hardware with minimum three years experience.
- B. Hardware Supplier: Company specializing in supplying commercial door hardware with 5 years experience and approved by manufacturer.
- C. Hardware Supplier Personnel: Employ an Architectural Hardware Consultant (AHC) to assist in the work of this Section.

1.07 SUBMITTALS

- A. Submit schedule, shop drawings, and product data under provisions of Section 01300.
- B. Indicate locations and mounting heights of each type of hardware.
- C. Provide product data on specified hardware.

SECTION 08712
DOOR HARDWARE

1.08 OPERATION AND MAINTENANCE DATA

- A. Submit operation and maintenance data under provisions of Section 01700.
- B. Include data on operating hardware, lubrication requirements, and inspection procedures related to preventative maintenance.

1.09 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products to site under provisions of Section 01600.
- B. Store and protect products under provisions of Section 01600.
- C. Package hardware items individually; label and identify package with door opening code to match hardware schedule.
- E. Protect hardware by storing in secure area.

1.10 WARRANTY

- A. Provide one year warranty under provisions of Section 01700.

1.11 MAINTENANCE MATERIALS

- A. Provide special wrenches and tools applicable to each different or special hardware component.
- B. Provide maintenance tools and accessories supplied by hardware component manufacturer.

PART 2 EXECUTION

2.01 ACCEPTABLE MANUFACTURERS

- A. The numbers shown in the Hardware Groups are taken from the catalogs of the following manufacturers and are for the purpose of establishing quality, design, function, and finish.
 - 1. Butts: Lawrence, Hager, Stanley, McKinney.
 - 2. Lock and Latch Sets: Schlage, Corbin, Sargent, Russwin.
 - 3. Cylinder Locks: Schlage.
 - 4. Closers: LCN.
 - 5. Gasketing: Pemko
 - 6. Stops: H. B. Ives; Rixson
 - 7. Door Bottoms: Pemko
 - 8. Protection Plates: Cipco.
- B. Substitutions: Under provisions of Section 01600.

2.02 FINISHES

- A. Finishes are identified in Schedule at end of this Section.

SECTION 08712
DOOR HARDWARE

PART 3 EXECUTION

3.01 INSPECTION

- A. Verify that doors and frames are ready to receive work and dimensions are as indicated on shop drawings.
- B. Beginning of installation means acceptance of existing conditions.

3.02 INSTALLATION

- A. Install hardware in accordance with manufacturer's instructions and requirements of ANSI/NFPA 80, and DHI.
- B. Use the templates provided by hardware item manufacturer.

3.03 SCHEDULE

HW-1

Door #214A, 220A

1 1/2 Pr. Butts

1 Lock

1 Stop

1 Kick Plate

1 Door Bottom

1 Set Gasket

BB4101

D405

403 1/2

18 x 2LDW

412 BN

319 BR

4 1/2 x 4 1/2

Olympiad

639

612

612

612

HW-1

Door #214, 220, 218A,
218B, 218C

1 Door Bottom

1 Set Gasket

412 BN

319 BR

END OF SECTION

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SECTION 09120
CEILING SUSPENSION SYSTEMS

PART 1 GENERAL

1.01 GENERAL REQUIREMENTS

Drawings and general provisions of the Contract, including General and other Conditions and Division 1 - General Requirements sections apply to the work specified in this Section.

1.02 WORK INCLUDED

- A. Suspended gypsum board ceiling framing.

1.03 RELATED WORK

- A. Section 09260 - Gypsum Board Systems.

1.04 REFERENCES

- A. ASTM C635 - Metal Suspensions Systems for Acoustical Tile and Lay-in Panel Ceilings.
- B. ASTM C636 - Installation of Metal Ceiling Suspension Systems for Acoustical Tile and Lay-in Panels.

1.05 SYSTEM DESCRIPTION

- A. Fabricate horizontal ceiling framing to limit finish surface to 1/360 deflection under superimposed dead loads.

1.06 QUALITY ASSURANCE

- A. Perform work in accordance with ASTM C636 - Metal Suspension Systems.
- B. System and installation shall meet codes and regulations of authorities having jurisdiction.

1.07 REGULATORY REQUIREMENTS

- A. Conform to Uniform Building Code for later bracing.

1.08 SUBMITTALS

- A. Submit product data under provisions of Section 01300.
- B. Provide product data on framing components.
- C. Submit manufacturer's installation instructions under provisions of Section 01300.

1.09 ENVIRONMENTAL REQUIREMENTS

- A. Maintain uniform temperature of minimum 60 degrees F and humidity of 20 to 40 percent prior to, during, and after installation.

SECTION 09120
CEILING SUSPENSION SYSTEMS

PART 2 PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

- A. Chicago Metallic Corporation.
- B. Donn Corporation.
- C. Substitutions: Under provisions of Section 00100.

2.02 SUSPENSION SYSTEM MATERIALS

- A. Grid: ASTM C635, heavy duty single-web steel main tees; components die cut and interlocking, with furring channels and cross tees at light fixtures.
- B. Accessories: Stabilizer bars, clips, splices edge moldings required for suspended grid system.
- C. Grid Materials: Commercial quality cold rolled steel with galvanized coating.

PART 3 EXECUTION

3.01 INSPECTION

- A. Verify that surfaces conditions are ready to receive work.
- B. Beginning of installation means acceptance of existing surfaces, substrate and conditions.

3.02 CEILING SUSPENSION FRAMING

- A. Install at heights indicated on drawings, level, square and true in accordance with ASTM C636 & CISGA Standards.
- B. Hanger wires shall be installed at the corners of light fixtures and air boots as required by their size and weight.
- C. Laterally brace entire suspension system.

END OF SECTION

SECTION 09215
VENEER PLASTER

PART 1 GENERAL

1.01 GENERAL REQUIREMENTS

Drawings and general provisions of the Contract, including General and other conditions and Division 1- General Requirements sections, apply to the work specified in this Section.

1.02 WORK INCLUDED

- A. Metal Stud Wall Framing.
- B. Substrate surface of gypsum backing board, single layer.
- C. Veneer plaster, two coat application over sheet gypsum surface.
- D. 'Skim coat' application of veneer plaster at areas scheduled for patching.

1.03 RELATED WORK

- A. Section 07213 - Batt & Blanket Insulation: Sound Insulation
- B. Section 08111 - Steel Doors & Frames: Steel Frames
- C. Section 09900 - Painting: Surface finish.

1.04 REFERENCES

- A. ANSI/ASTM C587 - Gypsum Veneer Plaster.
- B. ANSI/ASTM C588 - Gypsum Base for Veneer Plasters.
- C. ANSI/ASTM C631 - Bonding Compounds for Interior Plastering.
- D. ANSI/ASTM C843 - Application of Gypsum Veneer Plaster.
- E. ANSI/ASTM C844 - Application of Gypsum Base to Receive Gypsum Veneer Plaster.
- F. GA 216 - Recommended Specifications for the Application and Finishing of Gypsum Board.

1.05 QUALITY ASSURANCE

- A. Apply gypsum backing board in accordance with ANSI/ASTM C844 and GA 216.
- B. Apply gypsum veneer plaster in accordance with ANSI/ASTM C843.

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SECTION 09215
VENEER PLASTER

PART 2 PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

- A. United States Gypsum.
- B. Georgia Pacific Corp.
- C. Gold Bond Building Products.
- D. Domtar Gypsum America, Inc.
- E. Substitutions: Under provisions of Section 01600.

2.02 MATERIALS

- A. Gypsum Backing Board: ANSI/ASTM C588, UL Rated, fire rated Type X; 5/8 inch thick, 48 inch by maximum permissible length sheet size; length to match partition height; tapered edges, ends square.
- B. Gypsum Board Metal Accessories: GA 216.
- C. Control Joint: USG #093.
- D. Joint Compound, Adhesive, Water, Fasteners: GA 216.
- E. Reinforcing Tape: GA 216; 2 1/2" Fiber mesh.
- G. Bond Coat: ANSI/ASTM C631.

2.03 FRAMING MATERIALS

- A. Furring, Framing and Accessories: ANSI/ASTM C645. GA 201 and GA216. 25 Gage, zinc coated steel with knurled flanges and extended leg top to prevent structural loading of studs.
- B. Fasteners: ANSI/ASTM C646. GA 201 and GA 216; self drilling, self tapping screws.

2.04 MIX DESIGN

- A. Develop plaster mix in accordance with manufacturer's instructions.

PART 3 EXECUTION

301 INSPECTION

- A. Verify that surfaces and site conditions are ready to receive work.
- B. Verify items in soffits for other Sections of work have been installed.
- C. Beginning of installation means acceptance of substrate.

SECTION 09215
VENEER PLASTER

3.02 PREPARATION

- A. Protect surfaces near the work of this Section from damage or disfiguration.
- B. Remove projections greater than 1/8 inch and fill depressions greater than 1/4 inch with latex filler.

3.03 METAL STUD INSTALLATION

- A. Install studding in accordance with GA 201 and GA 216.
- B. Metal Stud Spacing: 16 inches maximum on center.
- C. Partition Heights: Full height to floor or roof construction above. Install additional bracing for partitions extending above ceiling.
- D. Door Opening Framing: Install double studs at door frame jambs.
- E. Blocking: Nail wood blocking to studs. Bolt or screw steel channels to studs. Install blocking for support of plumbing fixtures, toilet partitions, wall cabinets, toilet accessories and hardware.
- F. Coordinate installation of bucks, anchors, blocking, electrical and mechanical work placed in or behind partition framing.

3.04 INSTALLATION - GYPSUM BASE

- A. Install gypsum base in accordance with GA 216 and U.L. requirements.
- B. Use nails to fasten gypsum board to wood framing.
- C. Erect single layer gypsum board horizontal, with ends and edges occurring over firm bearing.
- D. Tape, fill, and sand filled joints, edges, corners, openings, and fixings to produce surface ready to receive veneer finish. Feather coats onto adjoining surfaces so that camber is maximum 1/32 inch.
- E. Use fiber mesh tape at joints between existing and new work.

3.05 APPLICATION - VENEER PLASTER

- A. Apply gypsum veneer plaster in accordance with ANSI/ASTM C843.
- B. Install angle, corner, and joint reinforcement.
- C. Apply base coat to a thickness of 1/16 inches plus or minus 1/64 inch.
- D. Apply final coat over slightly green, almost dry base coat, to a thickness of 1/32 inch to 1/8 inch.
- E. Total Thickness: 3/32 inch to 1/8 inch.
- F. At areas scheduled for skim coat veneer plaster patching, clean and remove all foreign materials including loose and disintegrating plaster and paint. Apply bonding agent prior to plaster application.
- G. Gypsum plaster finish: Trowel or float to smooth finish.

END OF SECTION

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SECTION 09260
GYPSUM BOARD SYSTEMS

PART 1 GENERAL

1.01 GENERAL REQUIREMENTS

Drawings and general provisions of the Contract, including General and other Conditions and Division 1 - General Requirements sections, apply to the work specified in this Section.

1.02 WORK INCLUDED

- A. Gypsum board.
- B. Taped and sanded joint treatment.

1.03 RELATED WORK

- A. Section 09900 - Painting: Surface finish.

1.04 REFERENCES

- A. ANSI/ASTM C36 - Gypsum Wallboard.
- B. ANSI/ASTM C475 - Joint Treatment Materials for Gypsum Wallboard Construction.
- C. ANSI/ASTM C645 - Non-Load (Axial) Bearing Steel Studs, Runners (Track), and Rigid Furring Channels for Screw Application of Gypsum Board.
- D. ANSI/ASTM C754 - Installation of Framing Members to Receive Screw Attached Gypsum Wallboard, Backing Board, or Water Resistant Backing Board.
- E. GA-201 - Gypsum Board for Walls and Ceilings.
- F. GA-216 - Recommended Specifications for the Application and Finishing of Gypsum Board.

1.05 QUALITY ASSURANCE

- A. Applicator: Company specializing in gypsum board systems work approved by manufacturer.

1.06 SUBMITTALS

- A. Submit product data under provisions of Section 01300.
- B. Submit manufacturer's installation instructions under provisions of Section 01300.

SECTION 09260
GYPSUM BOARD SYSTEMS

PART 2 PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS - GYPSUM BOARD SYSTEM

- A. United States Gypsum.
- B. Other acceptable manufacturers offering equivalent products:
 - 1. Georgia-Pacific Corp.
 - 2. Gold Bond Building Products.
 - 3. Domtar Gypsum America, Inc.
 - 4. Celotex Corporation.
- C. Substitutions: Under provisions of Section 01600.

2.02 GYPSUM BOARD MATERIALS

- A. Gypsum Board: ANSI/ASTM C36, 5/8 inch thick as indicated on drawings, maximum permissible length; ends square cut, tapered and beveled edges.

2.03 ACCESSORIES

- A. Corner Beads: Metal galvanized
- B. Edge Trim: GA 201 and GA 216; type L bead galvanized..
- C. Joint Materials: ANSI/ASTM C475; GA 201 and GA 216; reinforcing tape, joint compound, adhesive, water, and fasteners.
- D. Control joints: Roll-formed zinc with tape protected opening 7/16 inch depth, perforated flanges each side similar to USG No. 093.

PART 3 EXECUTION

3.01 INSPECTION

- A. Verify that site conditions are ready to receive work and opening dimensions are as indicated on shop drawings.
- B. Beginning of installation means acceptance of existing surfaces and substrate.

3.02 GYPSUM BOARD INSTALLATION

- A. Install gypsum board in accordance with GA 201, GA 216 and UL requirements.
- B. Erect single layer gypsum board in most economical direction, with ends and edges occurring over firm bearing.
- C. Use screws when fastening gypsum board to metal framing.
- D. Place corner beads at all external corners unless indicated otherwise. Use longest practical length. Place edge trim where gypsum board abuts dissimilar materials.

SECTION 09260
GYPSUM BOARD SYSTEMS

3.04 **JOINT TREATMENT**

- A. Tape, fill, and sand exposed joints, edges, and corners to produce smooth surface ready to receive texturing or finishes.
- B. Feather coats onto adjoining surfaces so that camber is maximum 1/32 inch.

3.05 **TOLERANCES**

- A. Maximum Variation from True Flatness: 1/8 inch in 10 feet in any direction.

3.06 **FINISH**

- A. Smooth, ready for paint provided under Section 09900.

END OF SECTION

SECTION 09511
SUSPENDED ACOUSTICAL CEILINGS

PART 1 GENERAL

1.01 GENERAL REQUIREMENTS

Drawings and general provisions of the Contract, including General and other Conditions and Division 1 - General Requirements sections, apply to the work specified in this Section.

1.02 WORK INCLUDED

- A. Suspended metal grid ceiling system.
- B. Acoustical tile.
- C. Non-fire rated assembly.

1.03 RELATED WORK

- A. Section 09120 - Ceiling Suspension Systems: Gypsum board suspension system.
- B. Section 09260 - Gypsum Board Systems: Suspended gypsum board ceiling.
- C. Section 15800 - Grilles, Registers & Diffusers: Air diffusion devices in ceiling system.
- D. Section 16510: Interior Lighting Fixtures: Light fixtures in ceiling system.

1.04 REFERENCES

- A. ASTM C635 - Metal Suspension Systems for Acoustical Tile and Lay-in Panel Ceilings
- B. ASTM C636 - Installation of Metal Ceiling Suspension Systems for Acoustical Tile and Lay-in Panels.

1.05 QUALITY ASSURANCE

- A. Manufacturer: Company specializing in manufacture of ceiling suspension system and ceiling tile with three years minimum experience.
- B. Installer: Company with three years minimum experience and approved by manufacturer.
- C. Cisca - Ceiling Systems Handbook.
- D. UBC - Uniform Building Code (latest addition).

1.06 SEQUENCING/SCHEDULING

- A. Do not install acoustical ceilings until building is enclosed, sufficient heat is provided, dust generating activities have terminated, and overhead work is completed, tested, and approved.
- B. Schedule installation of acoustic units after interior wet work is dry.

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SECTION 09511
SUSPENDED ACOUSTICAL CEILINGS

1.07 **EXTRA STOCK**

- A. Provide extra quantity of acoustic units equal to 5% of total installed for each type of job.

PART 2 PRODUCTS

2.01 **ACCEPTABLE MANUFACTURERS - SUSPENSION SYSTEM**

- A. Donn Products Inc.
- B. Chicago Metallic Corp.
- C. Substitutions: Under provisions of Section 00100.

2.02 **SUSPENSION SYSTEM MATERIALS**

- A. Grid: ASTM C635, intermediate non-fire rated exposed T; components die cut and interlocking.
- B. Accessories: Stabilizer bars, clips, splices, edge moldings required for suspended grid system.
- C. Grid Materials: Commercial quality cold rolled steel with galvanized coating.
- D. Grid Finish: White color.
- E. Support Channels and Hangers: Galvanized steel; size and type to suit application, to rigidly secure acoustic ceiling system including integral mechanical and electrical components with maximum deflection of 1/360.

2.03 **ACCEPTABLE MANUFACTURERS - ACOUSTIC UNITS**

- A. Armstrong: Shasta.
- B. Substitutions: Under provisions of Section 01600.

2.04 **ACOUSTIC UNIT MATERIALS**

- A. Acoustic Panels Non-rated: Conforming to the following:
1. Size: 24 x 48 inches.
 2. Thickness: 5/8 inch.
 3. Composition: Fiberglass.
 4. Density: .62 lb/sq ft.
 5. Light Reflectance: Over 75 percent.
 6. NRC Range: .70 to .80.
 7. STC Range: 35 to 39.
 8. Fire Hazard Classification: 0-25 (ASTM E84)
 9. Edge: Square.
 10. Surface Color: White.
 11. Surface Finish: Film faced

SECTION 09511
SUSPENDED ACOUSTICAL CEILINGS

PART 3 EXECUTION

3.01 INSPECTION

- A. Verify that existing conditions are ready to receive work.
- B. Verify that layout of hangers will not interfere with other work.
- C. Beginning of installation means acceptance of existing conditions.

3.02 INSTALLATION

- A. Install system in accordance with ASTM C636 and as supplemented in this Section.
- B. Install system capable of supporting imposed loads to a deflection of 1/360 maximum.
- D. Install after major above ceiling work is complete. Coordinate the location of hangers with other work.
- D. Hang system independent of walls, columns, ducts, pipes and conduit. Where carrying members are spliced, avoid visible displacement of face plane of adjacent members.
- E. Where ducts or other equipment prevent the regular spacing of hangers, reinforce the nearest affected hangers and related carrying channels to span the extra distance.
- F. Locate system on room axis according to reflected plan.
- G. Do not support components on main runners or cross runners if weight causes total dead load to exceed deflection capability. Support fixture loads by supplementary hangers located where required.
- H. Do not eccentrically load system, or produce rotation of runners.
- I. Install edge molding at intersection of ceiling and vertical surfaces, using longest practical lengths. Miter corners. Provide edge moldings at junctions with other interruptions.
- J. Laterally brace entire suspension system per seismic requirements of the UBC.
- K. Fit acoustic units in place, free from damaged edges or other defects detrimental to appearance and function.
- L. Install acoustic units level, in uniform plane, and free from twist, warp and dents.

3.03 TOLERANCES

- A. Variation from Flat and Level Surface: 1/8 inch in 10 ft.
- B. Variation from Plumb of Grid Members Caused by Eccentric Loads: Two degrees maximum.

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SECTION 09511
SUSPENDED ACOUSTICAL CEILINGS

3.04 SCHEDULE

- A. Refer to Room Finish Schedule at beginning of this Division.

END OF SECTION

SECTION 09650
RESILIENT FLOORING

PART 1 GENERAL

1.01 GENERAL REQUIREMENTS

Drawings and general provisions of the Contract, including General and other Conditions and Division 1 - General Requirements sections, apply to the work specified in this Section.

1.02 SECTION INCLUDES

- A. Resilient sheet and tile flooring.
- B. Resilient base.

1.03 REFERENCES

- A. ASTM E84 - Surface Burning Characteristics of Building Materials.
- B. FS L-F-475 - Floor Covering, Vinyl Surface (Tile and Roll), with Backing.
- C. FS SS-T-312 - Tile, Floor: Asphalt, Rubber, Vinyl, Vinyl Composition.
- D. FS SS-W-40 - Wall Base: Rubber.

1.04 QUALITY ASSURANCE

- A. Manufacturer: Provide each type of resilient flooring product as produced by a single manufacturer, including recommended primers, adhesives, sealants, edge strips and other accessories as required.
- B. Subcontractor: Subcontract the Work of this Section to a firm specializing in resilient flooring Work, which is acceptable to the manufacturers of the products involved, and which can demonstrate at least 5 years prior experience in successful installations similar to the Work required herein.

1.05 REGULATORY REQUIREMENTS

- A. Conform to applicable code for flame/fuel/smoke rating requirements in accordance with ASTM E84.

1.06 SUBMITTALS

- A. Submit product data under provisions of Section 01300.
- B. Submit samples under provisions of Section 01300.
- C. Submit manufacturer's installation instructions under provisions of Section 01300.

1.07 OPERATION AND MAINTENANCE DATA

- A. Submit cleaning and maintenance data under provisions of Section 01700.
- B. Include maintenance procedures, recommended maintenance materials, and suggested schedule for cleaning, stripping, and re-waxing.

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SECTION 09650
RESILIENT FLOORING

1.08 ENVIRONMENTAL REQUIREMENTS

- A. Store materials for three days prior to installation in area of installation to achieve temperature stability.
- B. Maintain ambient temperature required by adhesive manufacturer three days prior to, during, and 24 hours after installation of materials.

1.09 EXTRA MATERIALS

- A. Provide extra stock of flooring and base equal to 5% of total installed for each type on job.

PART 2 PRODUCTS

2.01 MANUFACTURERS - SHEET FLOORING (SV)

- A. Armstrong. Product: Classic Corlon Series.
- B. Substitutions: Under provisions of Section 01600.

2.02 SHEET FLOORING MATERIALS

- A. Vinyl Sheet With Backing: FS L-F-475, Type II; vinyl "Suffield" of Classic Corlon series; wear surface thickness of .050 inch, total thickness of .085 inch; Color: "Platinum" #86805.

2.03 ACCEPTABLE MANUFACTURERS - BASE MATERIALS

- A. Flexco Co.
- B. Substitutions: Under provisions of Section 01600.

2.04 BASE MATERIALS (RUBBER)

- A. Base: FS SS-W-40, Type I rubber; 4 inch high; 1/8 inch thick; top set coved or toeless as scheduled. Color: Black.

2.05 BASE MATERIALS (VINYL COVE)

- A. Base: Integral with sheet vinyl floors, coved with cove backer and top metal trim, six inch height unless otherwise indicated.

2.06 ACCESSORIES

- A. Subfloor Filler: White premix latex; type recommended by flooring material manufacturer.
- B. Primers and Adhesives: Waterproof; types recommended by flooring manufacturer to suit material and substrate conditions.

SECTION 09650
RESILIENT FLOORING

- C. Reducer and Edge Strips: VCT or sheet vinyl to carpet, Flexco #81 edge guard or approved color as selected by Architect from manufacturer's standard color line. Anodized extruded aluminum edge strips at top of integral base on sheet vinyl work of type and color standard with manufacturer, as approved by Architect.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that surfaces are smooth and flat with maximum variation of 1/8 inch in 10 ft, and are ready to receive Work.
- B. Verify concrete floors are dry to a maximum moisture content of 7 percent, and exhibit negative alkalinity, carbonization, or dusting.
- C. Beginning of installation means acceptance of existing substrate and site conditions.

3.02 PREPARATION

- A. Prepare the substrate according to the material manufacturer's installation instructions.
- B. Remove subfloor ridges and bumps. Fill low spots, cracks, joints, holes, and other defects with subfloor filler.
- C. Apply, trowel, and float filler to leave a smooth, flat, hard surface.
- D. Prohibit traffic from area until filler is cured.
- E. Vacuum clean substrate.
- F. Apply primer to substrate surfaces in accordance with manufacturer's recommendations.

3.03 INSTALLATION - SHEET VINYL

- A. Install over underlayment as recommended by floor covering manufacturer.
- B. Install with minimum of seams, by the "Armstrong Securabond Installation System". Apply Armstrong S-200 adhesive at seam lines, projections and wall lines and with all seams cut mechanically with a special electric machine provided for that purpose. Use Armstrong S-235 multipurpose adhesive in the field.
- C. Seal all seams as per manufacturer's recommendations.
- D. Place sheets abutted tightly to vertical surfaces, thresholds, nosings and edgings. Scribe as necessary around obstructions and to produce neat joints, laid tight, even and in straight, parallel lines. Extend flooring into toe spaces, door reveals, and into closet and similar openings.
- E. Install edge strips at unprotected or exposed edges and where flooring terminates.

SECTION 09650
RESILIENT FLOORING

3.04 **INSTALLATION - BASE MATERIAL (RUBBER)**

- A. Fit joints tight and vertical. Maintain minimum measurement of 18 inches between joints. Install as long lengths as practicable.
- B. Miter internal corners. At external corners, 'V' cut back of base strip to 2/3 of its thickness and fold. At exposed ends use premolded units.
- C. Install base on solid backing. Bond tight to wall and floor surfaces. Apply to all permanent fixtures in room on areas where base is schedule.
- D. Scribe and fit to door frames and other interruptions.

3.05 **INSTALLATION - BASE MATERIAL (SHEET VINYL)**

- A. Cove up to form 6" high base where scheduled. Form base integrally with floor over cove backing strip, and with metal trim at top. Cement base to cove strip and wall.

3.06 **PROTECTION**

- A. Prohibit traffic on floor finish for 48 hours after installation.

3.07 **CLEANING**

- A. Remove excess adhesive from floor, base, and wall surfaces without damage.
- B. Clean, seal, and wax floor and base surfaces in accordance with manufacturer's instructions.

END OF SECTION

SECTION 09680
CARPET

PART 1 GENERAL

1.01 GENERAL REQUIREMENTS

Drawings and general provisions of the Contract, including General and other Conditions and Division 1 - General Requirements sections, apply to the work specified in this Section.

1.02 SECTION INCLUDES

- A. Carpet.
- B. Accessories.

1.03 RELATED SECTIONS

- A. Section 09650 - Resilient Flooring: Terminate edging of adjacent floor finish.

1.04 REFERENCES

- A. ANSI/ASTM E648 - Critical Radiant Flux of Floor Covering Systems Using a Radiant Heat Energy Source.
- B. ASTM E84 - Surface Burning Characteristics of Building Materials.
- C. FS 22-C-811 - Cushion (Underlay); Carpet and Rug, Sponge Rubber.
- D. FS DDD-C-95 - Carpets and Rugs, Wool, Nylon, Acrylic, Modacrylic.
- E. FS DDD-C-0095 - Carpet and Rugs, Wool, Nylon, Acrylic, Modacrylic, Polyester, Polypropylene.
- F. FS DDD-C-1559 - Carpet, Loop, Low Pile Height, High Density, Woven or Tufted with Attached Cushioning.

1.05 SUBMITTALS

- A. Submit manufacturer's installation instructions under provisions of Section 01300.

1.06 QUALITY ASSURANCE

- A. Manufacturer: Company specializing in carpet with three years minimum experience.
- B. Installer: Company with 3 years minimum experience and approved by manufacturer.

1.07 EXTRA MATERIALS

- A. Provide 5% of total installation of carpeting of each color specified, under provisions of Section 01700.

1.08 REGULATORY REQUIREMENTS

- A. Conform to applicable code for carpet flammability requirements of Class A, 25 or less in accordance with ASTM E84.

SECTION 09680
CARPET

1.09 **ENVIRONMENTAL REQUIREMENTS**

- A. Store materials for three days prior to installation in area of installation to achieve temperature stability.
- B. Maintain minimum 70 degrees F ambient temperature three days prior to, during, and 24 hours after installation of materials.

PART 2 PRODUCTS

2.01 **MANUFACTURERS - CARPETING**

- A. Mohawk Carpet Mills.
- B. Substitutions: Under provisions of Section 01600.

2.02 **MATERIALS - CARPETING**

- A. "Nova 26 Lockback"; Parade Blue #26/507.

2.03 **ACCESSORIES**

- A. Sub-Floor Filler: White premix latex type recommended by carpet manufacturer.
- B. Primers and Adhesives: Waterproof; of types recommended by carpet manufacturer.
- C. Furnish all other accessories required for a complete installation, including tack strips (for use only at areas scheduled to receive cushion) seaming and binding tape.

PART 3 EXECUTION

3.01 **EXAMINATION**

- A. Verify that substrate surfaces are smooth and flat with maximum variation of 1/8 inch in 10 ft and are ready to receive work.
- B. Verify concrete floors are dry percent; and exhibit negative alkalinity, carbonization, or dusting.
- C. Beginning of installation means acceptance of existing substrate and site conditions.

3.02 **PREPARATION**

- A. Remove subfloor ridges and bumps. Fill low spots, cracks, joints, holes, and other defects with subfloor filler.
- B. Apply, trowel, and float filler to leave smooth, flat, hard surface.
- C. Prohibit traffic until filler is cured.
- D. Vacuum floor surface.

SECTION 09680
CARPET

3.03 **INSTALLATION - GLUE DOWN METHOD**

- A. Apply carpet and adhesive in accordance with manufacturers' instructions.
- B. Verify carpet match before cutting to ensure minimal variation between dye lots.
- C. Double cut carpet, to allow intended seam and pattern match. Make cuts straight, true, and unfrayed.
- D. Locate seams in area of least traffic.
- E. Fit seams straight, not crowded or peaked, free of gaps.
- F. Lay carpet on floors with run of pile in same direction as anticipated traffic.
- G. Do not change run of pile in any room where carpet is continuous through a wall opening into another room. Locate change of color or pattern between rooms under door centerline.
- H. Cut and fit carpet around interruptions.
- I. Fit carpet tight to intersection with vertical surfaces without gaps.

3.04 **CLEANING**

- A. Remove excess adhesive from floor, base, and wall surfaces without damage.
- B. Clean and vacuum carpet surfaces.

3.05 **PROTECTION**

- A. Prohibit traffic from carpet areas for 24 hours after installation.

END OF SECTION

SECTION 09900
PAINTING

PART 1 GENERAL

1.01 GENERAL REQUIREMENTS

Drawings and general provisions of the Contract, including General and other Conditions and Division 1 - General Requirements sections, apply to the work specified in this Section.

1.02 WORK INCLUDED

- A. Surface preparation.
- B. Surface finish schedule.

1.03 RELATED WORK

- A. Section 06200 - Finish Carpentry: Trim.
- B. Section 08111 - Standard Steel Doors and Frames: Shop primed items.
- C. Section 08210 - Wood Doors: Doors.
- D. Section 09215 - Veneer Plaster: Wall surfaces
- E. Section 09260 - Gypsum Board Systems: Wall and ceiling surfaces.

1.04 REFERENCES

- A. ASTM D2016 - Test Method for Moisture Content of Wood.

1.05 DEFINITIONS

- A. Conform to ANSI/ASTM D16 for interpretation of terms used in this Section.

1.06 QUALITY ASSURANCE

- A. Applicator: Company specializing in commercial painting and finishing with five years experience.

1.07 REGULATORY REQUIREMENTS

- A. Conform to applicable code for flame/fuel/smoke rating requirements for finishes.

1.08 SUBMITTALS

- A. Submit product data under provisions of Section 01300.
- B. Provide product data on all finishing products.
- C. Submit two "draw downs" 8x8 inch in size for each color and finishing product scheduled for Architects approval. Do no work until submittals have been reviewed and approved.
- D. Submit manufacturer's application instructions under provisions of Section 01300.

SECTION 09900
PAINTING

1.09 **FIELD SAMPLES**

- A. Locate where directed by Architect.
- B. Accepted sample may remain as part of the Work.

1.10 **DELIVERY, STORAGE, AND HANDLING**

- A. Deliver products to site under provisions of Section 01600.
- B. Store and protect products under provisions of Section 01600.
- C. Deliver products to site in sealed and labelled containers; inspect to verify acceptance.
- D. Container labelling to include manufacturer's name, type of paint, brand name, manufacturer's batch number, brand code, coverage, surface preparation, drying time, cleanup, color designation, and instructions for mixing and reducing.
- E. Store paint materials at minimum ambient temperature of 45 degrees F and a maximum of 90 degrees F, in well ventilated area, unless required otherwise by manufacturer's instructions.
- F. Take precautionary measures to prevent fire hazards and spontaneous combustion.
- G. Confine the storage of paints and allied materials to a space particularly assigned, and keep such space neat and clean at all times.
- H. Open containers only as needed, and keep partially filled containers tightly closed when not in use.

1.11 **ENVIRONMENTAL REQUIREMENTS**

- A. Provide continuous ventilation and heating facilities to maintain surface and ambient temperatures above 45 degrees F for 24 hours before, during, and 48 hours after application of finishes, unless required otherwise by manufacturer's instructions.
- B. Do not apply exterior coatings during rain or snow, or when relative humidity is above 85 percent, or to damaged or wet surfaces unless required otherwise by manufacturer's instructions.
- C. Minimum Application Temperatures for Latex Paints: 45 degrees F for interiors; 50 degrees F for exterior; unless required otherwise by manufacturer's instructions.
- D. Provide lighting level of 80 ft candles measured mid-height at substrate surface.

1.12 **COLORS**

- A. Colors of paints and shades of stain shall match approved control samples.

1.13 **EXTRA STOCK**

- A. Provide one gallon in unopened, original container of each color and surface texture to Owner.
- B. Label each container with color, color mix formula, texture and room locations, in addition to the manufacturer's label.

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SECTION 09900
PAINTING

PART 2 PRODUCTS

2.01 GENERAL

- A. Products for each general purpose must be of same manufacturer.
- B. Do not use products of different manufacturers over one another, except for shop prime coats specified in other Sections.

2.02 ACCEPTABLE MANUFACTURERS - PAINT

- A. Fuller O'Brien
- B. Benjamin Moore
- C. Kelly Moore
- D. Sherwin Williams
- E. Miller Paint
- F. Tnemec Company, Inc.
- G. Ameritone Paint Co.
- H. Rodda Paint. Co.
- I. Substitutions: Under provisions of Section 01600.

2.03 MATERIALS

- A. Provide the best quality grade of the various types of coatings as regularly manufactured by approved paint materials manufacturers.
- B. Coatings: Ready mixed, except field catalyzed coatings. Process pigments to a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating.
- C. Coatings: Good flow and brushing properties; capable of drying or curing free of streaks or sags.
- D. Stains: Containing wood preservative and mildewcide and meeting water repellency requirements of FS TT-W-572 B.
- E. Accessory Materials: Linseed oil, shellac, turpentine, paint thinners and other materials not specifically indicated but required to achieve the finishes specified, of commercial quality.

SECTION 09900
PAINTING

PART 3 EXECUTION

3.01 INSPECTION

- A. Verify that surfaces are ready to receive work as instructed by the product manufacturer.
- B. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially affect proper application.
- C. Measure moisture content of surfaces using an electronic moisture meter. Do not apply finishes unless moisture content of surfaces are below the following maximums:
 - 1. Gypsum Wallboard: 12 percent.
 - 2. Veneer Plaster: 12 percent.
 - 3. Interior Located Wood: 15 percent, measure in accordance with ASTM D2016.
- D. Beginning of installation means acceptance of existing surfaces.

3.02 PREPARATION

- A. Remove electrical plates, hardware, light fixture trim, and fittings prior to preparing surfaces or finishing.
- B. Correct minor defects and clean surfaces which affect work of this Section.
- C. Shellac and seal marks which may bleed through surface finishes.
- D. Gypsum Board Surfaces: Latex fill minor defects. Spot prime defects after repair.
- E. Galvanized Surfaces: Remove surface contamination and oils and wash with solvent. Apply coat of etching primer.
- F. Impervious Surfaces: Remove mildew by scrubbing with solution of tri-sodium phosphate and bleach. Rinse with clean water and allow surface to dry.
- G. Uncoated Steel and Iron Surfaces: Remove grease, scale, dirt, and rust. Where heavy coatings of scale are evident, remove by wire brushing or sandblasting; clean by washing with solvent. Apply a treatment of phosphoric acid solution, ensuring weld joints, bolts, and nuts are similarly cleaned. Spot prime paint after repairs.
- H. Existing Surfaces Scheduled or Required to Receive Finish (General): Remove all loose and scaled paint areas; sand smooth rough edges and feather edge adjacent sound paint. Use primer or undercoater if required in addition to those specified hereinafter to assure proper bond of new finish to existing.
- I. Shop Primed Steel Surfaces: Sand and scrape to remove loose primer and rust. Feather edges to make touch-up patches inconspicuous. Clean surfaces with solvent. Prime bare steel surfaces.
- J. Interior Wood Items Scheduled to Receive Finish: Wipe off dust and grit prior to priming. Seal knots, pitch streaks, and sappy sections with sealer. Fill nail holes and cracks after primer has dried; sand between coats.

**SECTION 09900
PAINTING**

- K. Wood and Metal Doors Scheduled for Painting: Seal top and bottom edges with primer.
- L. Plaster Surfaces: Fill hairline cracks, small holes and imperfections with latex patching plaster. Make smooth and flush with adjacent surfaces. Wash and neutralize high alkali surfaces.

3.03 PROTECTION

- A. Protect elements surrounding the work of this Section from damage or disfiguration.
- B. Repair damage to other surfaces caused by work of this Section.
- C. Furnish drop cloths, shields, and protective methods to prevent spray or droppings from disfiguring other surfaces.
- D. Remove empty paint containers from site.

3.04 MIXING AND TINTING

- A. Deliver paints and enamels ready-mixed to jobsite.
- B. Job-mix and job-tint only when acceptable to Architect.
- C. Mix only in clean, rust resistant containers.
- D. Use tinting colors recommended by manufacturer for specific type of finish.

3.05 APPLICATION

- A. Apply products in accordance with manufacturer's instructions.
- B. Do not apply finishes to surfaces that are not dry.
- C. Apply each coat to uniform finish.
- D. Apply each coat of paint slightly darker than preceding coat unless otherwise approved.
- E. Sand lightly between coats to achieve required finish.
- F. Allow applied coat to dry before next coat is applied.
- G. Prime back surfaces and edges of interior and exterior woodwork with primer paint or stain according to type of scheduled finish.

3.06 FINISHING MECHANICAL AND ELECTRICAL EQUIPMENT

- A. Refer to appropriate Sections in Division 15 and 16 for schedule of color coding and identification banding of equipment, ductwork, piping, and conduit.
- B. Paint shop primed equipment.
- C. Remove unfinished louvers, grilles, covers, and access panels on mechanical and electrical components and paint separately.

SECTION 09900
PAINTING

- D. Prime and paint insulated and exposed pipes, conduit, boxes, insulated and exposed ducts, hangers, brackets, collars and supports, and except where items are prefinished.
- E. Replace identification markings on mechanical or electrical equipment when painted accidentally.
- F. Paint interior surfaces of air ducts, and convector and baseboard heating cabinets that are visible through grilles and louvers with one coat of flat black paint, to limit of sight line. Paint dampers exposed behind louvers, grilles, and convector and baseboard cabinets to match face panels.
- G. Paint exposed conduit and electrical equipment occurring in finished areas.
- H. Paint both sides and edges of plywood backboards for electrical and telephone equipment before installing equipment.
- I. Replace electrical plates, hardware, light fixture trim, and fittings removed prior to finishing.

3.07 CLEANING

- A. As Work proceeds, promptly remove paint where spilled, splashed, or spattered.
- B. During progress of Work maintain premises free of unnecessary accumulation of tools, equipment, surplus materials, and debris.
- C. Collect waste, cloths, and material which may constitute a fire hazard, place in closed metal containers and remove daily from site.

3.08 SCHEDULE - INTERIOR SURFACES

- A. Steel - Unprimed
 - 1. One coat zinc chromate primer.
 - 2. Two coats alkyd enamel, semi-gloss.
 - 3. Minimum dry thickness: 4.1 mils.
- B. Steel - Primed
 - 1. Touch-up with original primer.
 - 2. Two coats alkyd enamel, semi-gloss.
 - 3. Minimum dry thickness: 4.1 mils.
- C. Steel - Galvanized
 - 1. One coat galvanized iron primer.
 - 2. Two coats alkyd enamel semi-gloss.
 - 3. Minimum dry thickness: 4.1 mils.
 - 4. Door Frames: Ameritone "Foxglove Blue" #1U15B
 - 5. Access Doors; Metal Trims: Match adjacent wall finish.
- D. Gypsum Board & Plaster - New Surfaces (at all areas except toilet rooms)
 - 1. One coat polyvinyl-acetate primer sealer.
 - 2. Two coats interior latex enamel, satin, apply final coat with roller.
 - 3. Minimum dry thickness: 3.3 mils.
 - 4. Color: Ameritone "Stream" #2H41G.

SECTION 09900
PAINTING

- E. Gypsum Board & Plaster - Existing Surfaces (at all areas except toilet rooms)
 - 1. One coat interior latex undercoat.
 - 2. One coat interior latex, satin, apply with roller.
 - 3. Color: Ameritone "Stream" #2H41G.
- F. Gypsum Board and Plaster (at toilet rooms)
 - 1. One coat interior alkyd resin oil - modified undercoater.
 - 2. One coat straight alkyd resin oil - modified semi-gloss enamel.
 - 3. Color: Amertone "Stream" #2H41G.
- G. Wood-Painted Existing Surfaces
 - 1. One coat sanding sealer.
 - 2. One coat alkyd enamel undercoat.
 - 3. Filler compound as needed.
 - 4. One coat alkyd enamel, semi-gloss.
 - 5. Existing Window Frames: Ameritone: Nightingale" #2M41E.
 - 6. Existing Winow Sash: Ameritone "Stream" #2H41G.
- H. Wood-Painted, New Surfaces
 - 1. One coat alkyd primer sealer.
 - 2. Filler compound as needed.
 - 3. Two coats alkyd enamel, semi-gloss.
 - 4. New Doors: Ameritone "Eve Blue" #1D15C.
- I. Wood-Stained, Existing Base and Chair Rail
 - 1. Strip existing finish from material.
 - 2. One Coat sanding sealer.
 - 3. Filler compound as needed.
 - 4. One Coat Stain - Color to match existing Doors and Frames. Make-up sample of Base and Chair Rail for Owner review.
 - 5. Two Coats Clear Polyurethane Sealer, compatible with stain; semi-gloss finish.

END OF SECTION

SECTION 09955
WALL COVERINGS

PART 1 GENERAL

1.01 GENERAL REQUIREMENTS

Drawings and general provisions of the Contract, including General and other Conditions and Division 1 - General Requirement sections, apply to the work specified in this Section.

1.02 WORK INCLUDED

- A. Surface preparation.
- B. Wall covering.

1.03 RELATED WORK

- A. Section 09260 - Gypsum Board Systems: Wall substrate.
- B. Section 09900 - Painting: Priming of substrate surfaces.

1.04 REFERENCES

- A. ANSI/ASTM E84 - Test Method for Surface Burning Characteristics of Building Materials.
- B. FS CCC-W-408 - Wall Covering, Vinyl Coated.
- C. FS L-P-1040 - Plastic Sheets and Strips, Polyvinylfluoride.
- D. NFPA 255 - Test of Surface Burning Characteristics of Building Materials.
- E. UL 723 - Tests for Surface Burning Characteristics of Building Materials.

1.05 QUALITY ASSURANCE

- A. Manufacturer: Company specializing in manufacturing commercial wall coverings with five years documented experience.
- B. Applicator: Company specializing in installing wall coverings with three years experience.

1.06 REGULATORY REQUIREMENTS

- A. Conform to applicable code for flame/fuel/smoke ratings of 25/35/50 when tested to ANSI/ASTM E84.

1.07 SUBMITTALS

- A. Submit product data and samples under provisions of Section 01300.
- B. Provide product data on wallcovering and adhesive.
- C. Submit two samples of wall covering 12x12 inch in size illustrating color, finish, and texture.
- D. Submit manufacturer's installation instructions under provisions of Section 01300.

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SECTION 09955
WALL COVERINGS

- E. Submit test reports verifying flame/fuel/smoke ratings, when tested by an agency approved by authority having jurisdiction.

1.08 FIELD SAMPLES

- A. Provide a three panel field sample panel, full height, illustrating installed wall covering, joint seaming technique.
- B. Locate where directed by Architect.
- C. Accepted sample may remain as part of the Work.

1.09 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products to site under provisions of Section 01600.
- B. Store and protect products under provisions of Section 01600.
- C. Inspect roll materials on site to verify acceptance.
- D. Protect packaged adhesive from temperature cycling and cold temperatures.
- E. Do not store roll goods on end.

1.10 ENVIRONMENTAL REQUIREMENTS

- A. Provide continuous ventilation and heating facilities to maintain substrate surface and ambient temperatures above 60 degrees F, unless required otherwise by manufacturer's instructions.
- B. Do not apply adhesive when substrate surface temperature or ambient temperature is below 60 degrees F or relative humidity is above 40 percent.
- C. Maintain these conditions 24 hours before, during, and after installation of adhesive wall covering.
- D. Provide lighting level of 80 measured mid-height at substrate surfaces.

1.11 EXTRA STOCK

- A. Provide 10 lineal feet of each color of vinyl wall covering.
- B. Package and label each roll by destination room number; store where directed.

PART 2 PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS - VINYL WALL COVERINGS

- A. L.E. Carpenter - "Vicrtex"
- B. Substitutions: Under provisions of Section 00100.

SECTION 09955
WALL COVERINGS

2.02 MATERIALS

- A. Wall Covering: Vinyl roll stock, conforming to the following:
 - 1. Color/Pattern: "Marielle" Peach Melba.
- B. Adhesive: Type recommended by wall covering manufacturer to suit application to substrate, type.
- C. Substrate Filler: As recommended by adhesive and wall covering manufacturers; compatible with substrate.

2.03 ACCEPTABLE MANUFACTURERS - ACOUSTIC WALL COVERINGS

- A. Armstrong - "Soundsoak"
- B. Substitutions: Under provisions of Section 00100.

2.04 MATERIALS

- A. Acoustical Wall Coverings: Rigid Board, Fabric Covered conforming to the following:
 - 1. Type/Color: "Soundsoak 60" Pearl Grey
- B. Mounting Type: "A"

PART 3 EXECUTION

3.01 INSPECTION

- A. Verify that substrate surfaces are ready to receive work, and conform to requirements of the wall covering manufacturer.
- B. Beginning of installation means acceptance of existing surfaces.

3.02 PREPARATION

- A. Fill cracks and smooth irregularities with filler; sand smooth.
- B. Wash surfaces with trisodium phosphate, rinse and neutralize; wipe dry.
- C. Sand glossy surfaces. Shellac marks which may bleed.
- D. Remove electrical, telephone, and wall plates and covers.
- E. Vacuum clean surfaces free of loose particles.

3.03 INSTALLATION

- A. Apply adhesive and wall covering in accordance with manufacturer's instructions.
- B. Use wall covering in roll number sequence.
- C. Razor trim edges on flat work table. Do not razor cut on gypsum board surfaces.

09955
WALL COVERINGS

- D. Apply wall covering smooth, without wrinkles, gaps or overlaps. Eliminate air pockets and ensure full bond to substrate surface. Butt edges tight.
- E. Horizontal seams are not acceptable.
- F. Do not seam within 2 inches of internal corners or within 12 inches of external corners.
- G. Install wall covering before installation of bases, cabinets, hardware, or items attached to or spaced slightly from wall surface. Do not install wall covering more than 1/4 inch below top of resilient base.
- H. Cover spaces below windows, above doors, in number sequence from roll.
- I. Apply fabric covering to electrical and telephone wall plates prior to replacing.
- J. Where wall covering tucks into door frame reveals, or metal wallboard or plaster stops, apply covering with contact adhesive within 6 inches of wall covering termination. Ensure full contact bond.
- L. Install Acoustical Wall Covering in accordance with manufacturer's written instructions.
- K. Remove excess wet adhesive from seam before proceeding to next wall covering sheet. Wipe clean with dry cloth.

3.04 CLEANING

- A. Clean wall coverings of excess adhesive, dust, dirt, and other contaminants.
- B. Replace wall plates and accessories removed prior to work of this Section.

END OF SECTION

SECTION 10100
CHALKBOARDS AND TACKBOARDS

PART 1 GENERAL

1.01 GENERAL REQUIREMENTS

Drawings and general provisions of the Contract, including General and other Conditions and Division 1-General Requirements sections, apply to the work specified in this Section.

1.02 WORK INCLUDED

- A. Metal surfaced dry marker and chalkboards.
- B. Tackboards.
- C. Trim and accessories.

1.03 RELATED WORK

- A. Section 09215 - Veneer Plaster Systems: Substrate construction behind dry marker and chalkboards and tackboards.

1.04 REFERENCES

- A. ANSI A208.1 - Mat Formed Wood Particleboard.
- B. ANSI/ASTM B221 - Aluminum-Alloy Extruded Bars, Rods, Wire, Shapes, and Tubes.
- C. APA - American Plywood Association.
- D. ASTM A424 - Steel Sheets for Porcelain Enameling.
- E. ASTM A526 - Steel Sheet, Zinc-Coated (Galvanized) by the Hot-Dip Process, Commercial Quality.
- F. ASTM E84 - Test Method for Surface Burning Characteristics of Building Materials.
- G. Porcelain Enamel Institute - Performance Specifications for Porcelain Enamel Chalkboards.

1.05 REGULATORY REQUIREMENTS

- A. Conform to applicable code for flame/fuel/smoke rating of 25/35/50 for vinyl fabric covered tackboards in accordance with ASTM E84.

1.06 SUBMITTALS

- A. Submit shop drawings product data under provisions of Section 01300.
- B. Indicate on shop drawings, wall elevations, dimensions, joint locations, special anchor details.
- C. Provide product data on dry marker and chalkboards, tackboards, tackboard surface covering, trim and accessories.
- D. Submit samples under provisions of Section 01300.

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SECTION 10100
CHALKBOARDS AND TACKBOARDS

- E. Submit two samples two x two inches in size illustrating materials and finish, color, and texture of dry marker and chalkboard, tackboard and trim.
- F. Submit manufacturer's installation instructions under provisions of Section 01300.

1.07 **MAINTENANCE DATA**

- A. Submit maintenance data under provisions of Section 01700.
- B. Include maintenance information on regular cleaning and stain removal.

1.08 **WARRANTY**

- A. Provide 50 year warranty under provisions of Section 01700.
- B. Warranty: Include coverage of dry marker and chalkboard surfaces from discoloration due to cleaning, crazing cracking or staining.

PART 2 PRODUCTS

2.01 **ACCEPTABLE MANUFACTURERS**

- A. American Quality Products
- B. Claridge Products and Equipment, Inc.
- C. Greensteel, Inc.
- D. Lemco Corp.
- E. PBS
- F. Substitutions: Under provisions of Section 01600.

2.02 **MATERIALS**

- A. Steel Sheet: ASTM A424, Type I, commercial quality.
- B. Aluminum Extrusions: ANSI/ASTM B221, 6061 alloy.
- C. Cork: Fine gram natural cork, homogeneous composition.
- D. Particle Board: ANSI A208.1; wood chips set with waterproof resin binder, sanded faces.
- E. Backing Sheet: Aluminum sheet, .015 mil thick.
- F. Adhesives: Type recommended by manufacturer. Waterproof type.

SECTION 10100
CHALKBOARDS AND TACKBOARDS

2.03 FABRICATION - DRY MARKER BOARDS

- A. Finish: three ply porcelain enamel.
- B. Outer Face Sheet: Steel, 24 gage
- C. Core: Particle board; 1/2 inch thick.
- D. Backing Surface: Aluminum sheet.
- E. Laminating Adhesive: Moisture resistant thermoplastic type.

2.04 FABRICATION - TACKBOARDS

- A. Outer Facing: Cork, 1/4 inch.
- B. Core: Particle board, 1/4 inch thick.
- C. Laminating Adhesive: Water resistant type.

2.06 FRAME AND TRIM

- A. Frame: Oak, concealed fasteners.

2.07 FINISHES

- A. Porcelain Enamel: Glass fibered enamel, baked to vitreous surfaces; Porcelain Enamel Institute Type
 A. Color as selected by Architect from manufacturer's standard range.
- B. Tackboard Surface: Cork.
- C. Fabricate tack board/dry marker board units as one piece. Trough at bottom edge will be continuous.

PART 3 EXECTION

3.01 INSPECTION

- A. Verify that surfaces and internal wall blocking are ready to receive work, and opening dimensions are as instructed by the manufacturer.
- B. Beginning of installation means acceptance of existing surfaces.

3.02 INSTALLATION

- A. Install marker boards and tackboards in accordance with manufacturer's instructions.
- B. Secure units level and plumb.

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SECTION 10100
CHALKBOARDS AND TACKBOARDS

3.03 CLEANING

- A. Clean marker board surfaces in accordance with manufacturer's instructions.

END OF SECTION

SECTION 10800
TOILET AND BATH ACCESSORIES

PART 1 GENERAL

1.01 GENERAL REQUIREMENTS

Drawings and general provisions of the Contract, including General and other Conditions and Division 1 - General Requirements sections, apply to the work specified in this Section.

1.02 SECTION INCLUDES

- A. Toilet and washroom accessories.
- B. Attachment hardware.

1.03 REFERENCES

- A. ANSI A117.1 - Specifications for Making Buildings and Facilities Accessible To and Usable by Physically Handicapped People.
- B. ANSI/ASTM A366 - Steel, Carbon, Cold-Rolled Sheet, Commercial Quality.
- C. ANSI/ASTM A386 - Zinc Coating (Hot-Dip) on Assembled Steel Products.
- D. ANSI/ASTM B456 - Electrodeposited Coatings of Copper Plus Nickel Plus Chromium and Nickel Plus Chromium.
- E. ASTM A167 - Stainless and Heat-Resisting Chromium-Nickel Steel Plate, Sheet and Strip.
- F. ASTM A269 - Seamless and Welded Austenitic Stainless Steel Tubing for General Service.

1.05 SUBMITTALS

- A. Submit product data under provisions of Section 01300.
- B. Provide product data on accessories describing size, finish, details of function, attachment methods.
- C. Submit manufacturer's installation instructions under provisions of Section 01300.

1.06 REGULATORY REQUIREMENTS

- A. Install work in conformance with ANSI A117.1.

1.07 SEQUENCING AND SCHEDULING

- A. Coordinate the work of this Section with the placement of internal wall reinforcement and reinforcement of toilet partitions to receive anchor attachments.

SECTION 10800
TOILET AND BATH ACCESSORIES

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Bobrick.
- B. Bradley Corp.
- C. Parker
- D. Substitutions: Under provisions of Section 01600.

2.02 MATERIALS

- A. Sheet Steel: ANSI/ASTM A366.
- B. Stainless Steel Sheet: ASTM A167, Type 304.
- C. Tubing: ASTM A269, stainless steel.
- D. Adhesive: Contact type, waterproof.
- E. Fasteners, Screws, and Bolts: Hot dip galvanized, tamperproof.
- F. Expansion Shields: Fiber, lead, or rubber as recommended by accessory manufacturer for component and substrate.

2.03 FABRICATION

- A. Weld and grind smooth joints of fabricated components.
- B. Form exposed surfaces from single sheet of stock, free of joints.
- C. Form surfaces flat without distortion. Maintain flat surfaces without scratches or dents.
- D. Back paint components where contact is made with building finishes to prevent electrolysis.
- E. Shop assemble components and package complete with anchors and fittings.
- F. Provide steel anchor plates, adapters, and anchor components for installation.
- G. Hot dip galvanize exposed and painted ferrous metal and fastening devices.

2.04 FACTORY FINISHING

- A. Galvanizing: ANSI/ASTM A386 to 1.25 oz/sq yd
- B. Shop Primed Ferrous Metals: Pretreat and clean, spray apply one coat primer and bake.
- C. Chrome/Nickel Plating: ANSI/ASTM B456, Type SC 2 satin finish.
- D. Stainless Steel: No. 4 satin luster finish.

SECTION 10800
TOILET AND BATH ACCESSORIES

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that site conditions are ready to receive work and dimensions are as indicated on shop drawings.
- B. Beginning of installation means acceptance of existing conditions.

3.02 PREPARATION

- A. Deliver inserts and rough-in frames to site at appropriate time for building-in.
- B. Provide templates and rough-in measurements as required.
- C. Verify exact location of accessories for installation.

3.03 INSTALLATION

- A. Install fixtures, accessories and items in accordance with manufacturers' instructions.
- B. Install plumb and level, securely and rigidly anchored to substrate.

3.04 SCHEDULE

- A. **TOILET ROOM GRAB BARS**
Furnish Bobrick No. B-6206 Series, or approved equivalent, Type 304 stainless steel 1 1/2 inch o.d. satin finish grab bars in toilet rooms, at side of toilet grab length to be 48". Center of grab bar to finish wall surface 6 1/8". Secure as appropriate for wall condition.
- B. **TOILET ROOM GRAB BARS**
Furnish Bobrick No. B-6206 series, or approved equivalent, Type 304 Stainless Steel 1 1/2 inch O.D. satin finish grab bars in toilet rooms at back of toilet. Grab bar length to be 24". Secure as appropriate for wall condition.
- C. **FRAMED MIRRORS**
Furnish framed mirrors conforming to material and construction provisions of Fed. Spec. DD-M-0411(1), Class 2, Style E, size - 24" x 36"; Bobrick Model B-290 Series or approved equivalent, with bright polished finish, stainless steel frames and theft resistant concealed hanger.
- D. **SANITARY NAPKIN DISPENSER**
Furnish Bobrick Model B-35034 or approved.
- E. **SOAP DISPENSER**
Furnished and installed by Owner.

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SECTION 10800
TOILET AND BATH ACCESSORIES

- F. PAPER TOWEL DISPENSER/WASTE RECEPTICLE**
Furnish Bobrick Model B-369 or approved.
- G. TOILET PAPER DISPENSER/NAPKIN DISPOSAL/TOILET SEAT COVER DISPENSER**
Furnish Bobrick Model B-3579 or approved.
- H. PAPER TOWEL DISPENSER**
Furnish Bobrick Model B-262 or approved.

END OF SECTION

MECHANICAL SPECIFICATIONS

15010	General Provisions
15050	Basic Materials and Methods
15250	Insulation
15300	Fire Protection
15400	Plumbing
15880	Air Distribution
15950	Controls
15990	System Balancing

SECTION 15010
GENERAL PROVISIONS

PART 1 GENERAL

1.01 DESCRIPTION

A. General Information:

1. The other Contract Documents complement the requirements of this Section.
2. Requirements of Division 0 and Division 1 apply to the work of this Section.

B. Substitutions and Product Options: See Division 1.

C. Record Drawings: See Section 01300.

1.02 PERFORMANCE OF WORK

A. Permits: Unless otherwise distinctly hereinafter specified, this Contractor shall apply and pay for all necessary permits and inspections required by any Public Authority having jurisdiction. Refer also to General Conditions.

B. Codes, Laws, Regulations:

1. All work and materials shall conform to the local and State Codes, and all State and other applicable laws and regulations.
2. Whenever indicated material, workmanship, arrangement or construction is of higher quality or capacity than that required by the above Codes, the Drawings and/or Specifications shall govern.
3. Should there be any direct conflict between Codes and the Drawings and/or Specifications; the Codes, rules and regulations shall govern.

1.03 CONTRACT DRAWINGS

A. Working Drawings:

1. The working drawings are generally diagrammatic. They do not show every offset, bend or elbow required for installation in the space provided. All locations for mechanical work shall be checked and coordinated with the Architectural, Structural and Electrical Drawings. No extras will be allowed for failure to coordinate with other trades.
2. Where equipment is shown, dimensions have been taken from typical equipment of the class indicated. Carefully check the Drawings to see that the equipment under consideration for installation will fit the space provided and that all connections may be made thereto without impairment of area and height requirements and of Code required clearances.

SECTION 15010
GENERAL PROVISIONS

1.04 SUBMITTALS

A. Shop Drawings:

1. Within thirty (30) days after award of Mechanical Contract, seven (7) copies of all list of all materials, fixtures and equipment to be incorporated in work shall be submitted for approval.
2. All Mechanical Shop Drawings shall be provided at one time in a vinyl covered three-ring looseleaf binder. Maintain a complete set of approved submittal data at the jobsite for duration of the project.
3. Each item shall be clearly referenced by page and paragraph to the applicable portion of the Specifications. Where equipment is designated by number or symbol on the Drawings the submittal shall also show this number or symbol.
4. All specified features and performance data must be specifically noted on the submittal.
5. The Contractor shall check Shop Drawings for space requirements and conformance with the Specifications and shall mark his corrections and approval on all Shop Drawings prior to submittal to the Architect.

1.05 WARRANTY

- A. Definition: Furnish written guarantee to Owner for period of one year covering all defects in material and workmanship. Should any trouble develop during this period due to defective materials or faulty workmanship, the Contractor shall furnish all necessary labor and material and correct the trouble promptly and without any additional cost to the Owner. Refer to General Conditions.

1.06 VISITING THE PREMISES

- A. The Contractor, before submitting his Bid on the work, must visit the site and familiarize himself with all visible existing conditions. As a result of having visited the premises, the Contractor shall be responsible for the installation of the work as it relates to such visible existing conditions.
- B. The submission of a bid will be considered an acknowledgement on the part of the Bidder of his visitation to the site.

PART 2 PRODUCTS

2.01 MATERIAL

- A. All material and products used for construction shall be new, of the best grade, and the latest products as listed in printed catalog data. All articles of a kind shall be the standard product of a single manufacturer.

SECTION 15010
GENERAL PROVISIONS

PART 3 EXECUTION

3.01 PRODUCT HANDLING

- A. Delivery, Storage: Deliver, store and handle materials and equipment in a manner to prevent damage and deterioration. Store in original container which identifies manufacturer's name, brand and model number.

3.02 WORKMANSHIP

- A. General: Workmanship shall be of the best quality and none but competent mechanics skilled in their trades shall be employed. The Contractor shall furnish the services of an experienced superintendent, who will be constantly in charge of the work, until completed and accepted.

- B. Cutting and Patching:

See Division 1.

See Section 15050 - Basic Materials and Methods.

3.03 OBSERVATION

- A. General:

1. All work and materials subject to field observation at any and all times by Architect and/or Owner's Representative.
2. Contractor shall notify the Architect a minimum of two days prior to testing any piping system which must be witnessed and approved before it is covered up or enclosed.
3. If observer finds any material or work not conforming to these Specifications, within three days after being notified, remove materials from premises and replace with approved material. If material has been installed, entire expense of removing and replacing borne by Contractor.

3.04 COMPLETION REQUIREMENTS

- A. General:

1. Adjustment, Operation, etc. Adjust all controls for proper operation. Adjust all regulators, faucets, etc. Open and close all shutoff and control valves several times to insure tight glands. Furnish the services of a qualified man for a period of not less than one day, at a time approved by the Owner, to instruct the maintenance personnel, correct any defects or deficiencies, and demonstrate to the satisfaction of the Owner, that the entire system is operating in a satisfactory manner and complies with all requirements.
2. Furnish Maintenance Manuals as specified in Division 1.
3. Furnish Operating Instructions as specified in Division 1.
4. Refer to other sections of Division 15 Specifications for valve charts, tags, equipment identification, etc.

SECTION 15010
GENERAL PROVISIONS

3.03 WORK BY OTHERS

- A. Chases and framed openings are by the General Contractor. The Mechanical Contractor is responsible for coordination with the General Contractor to assure proper layout, size and location of the above items as related to the scope of the work contained in Division 15 of the Project Documents.

END OF SECTION

SECTION 15050
BASIC MATERIALS AND METHODS

PART 1 GENERAL

1.01 DESCRIPTION

- A. General Information:
 - 1. The other Contract Documents complement the requirements of this Section.
 - 2. Requirements of Division 0 and Division 1 apply to the work of this Section.

1.02 SUBMITTALS

- A. Provide Shop Drawings for the following equipment:
 - 1. Pipe Materials: List of all pipe materials and fittings for each service.
 - 2. Pipe Supports.
 - 3. Piping Specialties.

PART 2 PRODUCTS

2.01 PRODUCT STANDARDS

- A. References to product Specifications for materials are listed according to accepted base Standards. All materials shall meet the latest approved versions of these Standards.

2.02 PIPING MATERIALS

(Refer to other Sections in Division 15 for specific requirements relative to pressure ratings, types, schedules and finishes.

- A. Cast Iron Soil Pipe: Service weight Hub and Spigot cast iron pipe and fittings with caulked or compression gasket type joints, or hubless cast iron pipe and fittings with approved mechanical coupling joints; conforming to ASTM A-74 and CISPI 301 Standards.
- B. Steel Pipe:
 - 1. Pipe: Ordinary and carbon steel pipe, black or galvanized, conforming to ASTM Standards A53 or A120.
 - 2. Threaded, Welded and Flanged Fittings: Fittings shall be steel or cast iron, black or galvanized, conforming to ASTM Standards A47, A126 or A234.
- C. Copper Tube: Pipe shall be copper water type, Types K, L and M conforming to Standard ASTM B-88. Fittings shall be wrought copper and bronze solder joint fittings conforming to ANSI B16.22 Standard.

SECTION 15050
BASIC MATERIALS AND METHODS

2.03 VALVES

- A. General: Valves manufactured by Crane, Nibco, Powell, Kennedy, Walworth, Jenkins, Lunkenheimer, Stockham, Hammond, Grinnell or Red and White. Manufacturer's name and number listed is intended to indicate grade and quality. Pressure ratings indicated are "working steam pressure".
- B. Gate Valves:
 - 1. 2-1/2" and Smaller: Bronze body, 125 psi working pressure, non-rising stem. Nibco 113.

2.04 UNIONS

- A. Steel Pipe Union: 150 pounds malleable iron, brass to iron seat, ground joint, black or galvanized to match pipe.
- B. Copper Pipe Union: 200 psi working pressure. Bronze body, solder ends.
- C. Insulating Unions: 250 psi working pressure. Pipe ends and material to match piping. Electric current below 1% of galvanic current. Gasket material as recommended by manufacturer. Epco, Watts or approved substitution.

2.05 PIPE SLEEVES

- A. Minimum 20 gauge galvanized steel in concrete, 26 gauge in all other construction. 1/2" clearance around pipe or insulation.

2.06 ESCUTCHEONS

- A. Brass material, chrome plated finish. Size sufficient to cover all pipe openings through wall, floor or ceiling. Set screw or spring to secure to pipe. Mechanical Contractor to coordinate all opening sizes with General Contractor.

2.07 PIPE HANGERS AND SUPPORTS

- A. General: B-Line, Elcen, Globe, Grinnell, Superstrut and Unistrut are approved. Michigan Numbers indicate type and quality. Plumber's tape or strap is not permitted.
- B. Pipe Hanger Size 3" and Smaller: Adjustable ring hanger, black, U.L. listed. Michigan No. 111 or 100 for cast iron and steel pipe; No. 101 for copper tubing.
- C. Pipe Hanger Larger Than Size 3: Adjustable steel clevis type hanger, black, U.L. listed. Michigan No. 400 or 415 for cast iron and steel pipe. No. 402 for copper tube. No. 420 for plastic piping.

SECTION 15050
BASIC MATERIALS AND METHODS

D. Hanger Spacing, Horizontal Piping:

Pipe	Spacing
Cast Iron Soil Pipe - At each joint and at intervals not to exceed	8 Feet
Copper Tubing 1-1/2" and Smaller	6 Feet
Copper Tubing 2" and Larger	10 Feet
Steel Pipe 1" and Smaller	8 Feet
Steel Pipe 1-1/4" through 6"	10 Feet

E. Hanger Rod Sizes:

Pipe Sizes	Rod Sizes
1/2" to 2"	3/8"
2-1/2" to 3"	1/2"
4" to 5"	5/8"

- F. Support Isolation: Hanger supports for all pipes may rest directly on the pipe. Hangers, clamps, channelstrut, etc. shall be copper or vinyl coated where in direct contact with copper piping.

PART 3 EXECUTION

3.01 PIPE AND PIPE FITTINGS

- A. Install unions in all non-flanged pipe connections to apparatus and adjacent to all screwed control valves, traps and appurtenances requiring removal for servicing, so located that piping may be disconnected without disturbing the general system. Provide dielectric couplings, unions or flanges between steel and copper pipe or tubing.
- B. Run all piping parallel to the building structure and support it sufficiently to prevent sagging.
- C. Install all piping where possible so as to vent and drain.
- D. Support all piping independently so that its weight is not carried by the equipment.
- E. Piping with screwed joints shall have the pipe ends reamed, dope or tape applied to male threads only, with the exception of brass to brass joints which shall be made with Teflon tape only.
- F. Brazed and Soldered Copper Tubing: Clean outer surface of tube ends and inner surface of fittings. Apply flux as recommended by manufacturer. All domestic hot and cold water and condensate pipe within building above grade shall be soldered with 95% tin and 5% antimony, Allstate Silver Bearing Solder #430 or other approved solder alloys which do not contain lead. All other copper pressure piping including underground water service shall be brazed with "Phos-0" or "Silfos-5". Remove bonnets and non-metallic seats on all valves and cool body with damp cloth while soldering or brazing. Remove flux residues from finished joints.

SECTION 15050
BASIC MATERIALS AND METHODS

- G. Cast Iron Piping: Installation of cast iron piping shall conform to the regulations and standards contained in the adopted Plumbing Code and the material manufacturer's instructions.
- H. Expansion and Flexibility: Install all work with due regard for expansion and contraction to prevent damage to the piping, ductwork, equipment and the building and its contents. Provide piping offsets, loops, approved type expansion joints, anchors or other means to control pipe movement and to minimize pipe forces.
- I. Un-insulated piping shall be installed so that direct contact with the structure or other system installations is not allowed. Where contact with or passage through building or structural features cannot be avoided; piping shall be firmly anchored to, or isolated from, the structure to prevent noise transmission and occurrence of physical damage.

Piping to be insulated shall be installed with adequate clearance around piping to allow for placement of full thickness insulating material.

3.02 VALVES

- A. Install valves on each side of all equipment and where shown on the Drawings. Full size of pipe unless otherwise indicated.
- B. Provide neat appearance and easy grouping with all parts easily accessible. Valve stems shall be installed in a horizontal or upright position.
- C. Valve Application: Ball valves 2" in size and smaller may be substituted for gate valves on domestic water piping.

3.03 PIPE SLEEVES

- A. Lay out work in advance of building construction and furnish and set sleeves necessary to complete the work.
- B. Wall Sleeves: Provide sleeves for pipes passing through concrete or masonry walls. Sleeves to be flush with wall surface and sized as required for bare or insulated pipe. Seal space between sleeve and pipe with fire resistant approved material.

3.04 UNIONS

- A. Pipe Unions: Install where indicated on Drawings and on each side of all pieces of equipment to permit easy removal of the equipment.
- B. Insulating Union: Place in line in piping systems where two dissimilar metals are to be joined.

3.05 ESCUTCHEONS

- A. Install on all exposed pipes passing through walls, ceilings or floors in finished areas.

SECTION 15050
BASIC MATERIALS AND METHODS

3.06 CUTTING AND PATCHING

- A. Cutting, patching and repairing required for the proper installation and completion of the work specified in this Division, including plastering, masonry work, concrete work, carpentry work, and painting shall be performed by skilled craftsmen in these respective trades, all at the expense of this Sub-contractor. Holes which are cut oversize shall be filled back in so that a tight fit is obtained around the pipe, duct or object passing through. Refer to other Divisions of the Specifications and notes on the Drawings.

3.07 PIPE HANGERS

- A. Provide pipe hanger assemblies, channel strut/clamp assemblies, riser clamps, support brackets, etc. as required for each piping system and type of materials.
- B. Provide hangers within three feet of both sides of fittings used to make offsets or changes of direction in horizontal piping. Vertical offsets and risers shall be secured or supported in accordance with Plumbing Code Regulations. See 15050, 2.07 for general interval spacing.
- C. Provide insulation material between copper tube pipe and ferrous metal hangers or support devices which are not coated.

END OF SECTION

SECTION 15250
INSULATION

PART 1 GENERAL

1.01 DESCRIPTION

1. The other Contract Documents complement the requirements of this Section.
2. Requirements of Division 0 and Division 1 apply to the work of this Section.

1.02 QUALITY ASSURANCE

- A. Qualification of Workmen: Use proficient Journeyman Insulators and Supervisors in the execution of this portion of the work to insure proper and adequate installation of insulation throughout.

1.03 SUBMITTALS

- A. Product Data: Before insulating materials are delivered to the job site, submit complete data in accordance with Section 15010 showing insulation materials proposed to be furnished and installed.

1.04 PRODUCT HANDLING

- A. Protection: Use all means necessary to protect insulation materials before, during and after installation.
- B. Replacement: In the event of damage, immediately make all repairs and replacements necessary.

1.05 FIRE HAZARD CLASSIFICATION

- A. Maximum fire hazard classification of the composite insulation construction as installed shall be not more than a flame spread of 25, fuel contributed of 50 and smoke developed of 50.
- B. Pipe insulation shall be tested in accordance with the requirements of U.L. "Pipe and Equipment Coverings R5583 400 8.15".
- C. Duct insulation shall be tested in accordance with ASTM E-84 and bear the U.L. label.

1.06 ACCEPTABLE MANUFACTURERS

- A. Owens-Corning, Manville, PPG, Armstrong, Knauf, Certain-Teed or approved.

SECTION 15250
INSULATION

PART 2 PRODUCTS

2.01 FIBERGLASS PIPE INSULATION

- A. Fiberglass Sectional Pipe Installation: Thermal conductivity of 0.24 BTU - in. per square foot per hour per °F at 75°F. mean temperature. Minimum density of 1.5 pounds per cubic foot. Jacketed with white barrier laminated of aluminum foil and white Kraft reinforced with glass fiber strands. Jacket shall have factory applied self-sealing lap.

2.02 DUCT WRAP

- A. Fiberglass duct insulation shall comply with HH1-558B Form B Type 1 Class 6 with thermal conductivity of 0.31 BTU in. per square foot per hour per °F, at 75°F. mean temperature. Factory applied flame retardant foil reinforced Kraft vapor barrier facing.

2.03 DUCT LINING

- A. Acoustical duct liner with thermal conductivity of 0.24 BTU -in. per square foot per hour per °F, at 75°F. mean temperature. Minimum density of 1.5 pounds per cubic foot.
- B. Based on a No. 6 mounting in accordance with Test Method ASTM-423, liner shall have sound absorption coefficients as follows:
- | Thickness
Inches | 125 | 250 | 500 | 1000 | 2000 | 4000 | NRC |
|---------------------|-----|-----|-----|------|------|------|-----|
| 1 | .18 | .54 | .58 | .80 | .86 | .83 | .70 |

2.04 PIPE FITTING INSULATION COVERS

- A. PVC preformed molded insulation covers. Zeston or approved.

2.05 INSULATION PRODUCTS CONTAINING ASBESTOS ARE NOT APPROVED

PART 3 EXECUTION

3.01 INSULATION THICKNESS

- A. Domestic Cold Water Pipe: Cover with 1/2 inch fiberglass sectional pipe covering.
- B. Domestic Hot Water Pipe: Cover with 1" fiberglass sectional pipe covering.
- C. Supply and Outside Air Duct:
1. Cover with 1" duct wrap except where noted on the Drawings for duct to be lined or where fiberglass ductboard is used.
 2. Line duct with 1" duct liner as noted on the Drawings.

SECTION 15250
INSULATION

3.02 INSTALLATION

- A. Installation shall be continuous through walls, floors, partitions and sleeves except where noted otherwise. Refer to Section 15050.
- B. Fiberglass Sectional Pipe Insulation: Apply insulation to pipe and seal with self-sealing lap. Use self-sealing butt strips to seal butt joints. Insulate all fittings and valves with single or multiple layers of insulation. Cover to match pipe or use preformed PVC molded insulation covers.
- C. Duct Wrap: Cover supply air ducts except ducts internally lined and where noted on the Drawings not to insulate. Wrap tightly with all circumferential joints butted and longitudinal joints overlapped minimum of two inches. Adhere insulation with four inch strips of insulating bending adhesive at eight inches on center. On ducts over 24 inches wide, additionally secure insulation with suitable mechanical fasteners at 18 inches on center. Circumferential and longitudinal joints stapled with flare staples on six inch centers and covered with three inch wide foil reinforced tape.
- D. Duct Liners: Apply to supply ducts ten (10) feet downstream from the Terminal unit or as indicated by note on the Drawings or as specified. Apply with fire resistant adhesive to flat sheet with 100 percent coverage. For widths over 20 inches, additionally secure the liner with mechanical fasteners at 15 inch centers. Coat exposed and leading edges of transverse joints with suitable fire resistant adhesive.

END OF SECTION

SECTION 15300
FIRE PROTECTION

PART 1 - GENERAL

1.01 DESIGN CRITERIA: AUTOMATIC SPRINKLER DESIGN CRITERIA

- A. Occupancy: The existing automatic fire sprinkler system shall be modified to accommodate the remodeled area as required by Code or the local Fire Marshal.
- B. Dimensional Requirements: The sprinkler head layout above ceilings shall conform to the requirements necessary to accommodate the Structural System.

1.03 SHOP DRAWINGS

- A. Provide Shop Drawings for the Fire Sprinkler System:
 - 1. Show complete plans overlaid on Ceiling-Lighting reflected ceiling plans for all areas where systems are modified, including dimensions, all items furnished, rough-in location and other pertinent information. Provide descriptive data on all proposed materials.
 - 2. For sprinkler system, plan shall be drawn to a scale of 1/8 inch equals one foot and shall show all data specified under NFPA Pamphlet No. 13, Section entitled "Standard Plan Symbols". Show routing and size of piping and location of heads.
 - 3. Shop Drawings shall be reviewed and approved by the State and local Fire Marshal prior to submittal.

1.03 CERTIFICATES AND REPORTS

- A. Submit as hereinafter specified and required.

1.04 MAINTENANCE MATERIALS

- A. At the completion of the work, deliver to the Owner's Representative the following materials:
 - 1. Spare Heads: Provide three spare heads of each type used and one special sprinkler wrench, mounted in a sheetmetal cabinet marked "Automatic Sprinkler, Reserve Supply".

PART 2 PRODUCTS

2.01 MATERIALS

- A. General Material Requirements: All materials and equipment, listed as approved by the Underwriter's Laboratories, "List of Inspected Fire Protection Equipment and Materials", or the Factory Mutual Laboratories "List of Approved Equipment, Fire Protection Devices and Devices Involving Fire Hazard"; and be of the latest design of the manufacturer.

SECTION 15300
FIRE PROTECTION

B. Automatic Fire Sprinkler Systems:

1. Pipe and Fittings: Piping shall be black steel. Fittings shall be suitable for 175 psi working pressure and shall be cast iron or malleable iron screwed, grooved or welded in accordance with NFPA Standards Pamphlet No. 13 except use flanged fittings at valves.
2. Heads: Match existing fire sprinkler heads.

PART 3 EXECUTION

3.01 WORK OF OTHER TRADES

- A. General Requirements: All work shall be coordinated with the work of other trades. No piping shall be installed until coordination for that area is complete. Contractor shall reroute piping as required if conflicts occur.

3.02 INSTALLATION

- A. General Workmanship: Install all work in strict accordance with applicable Codes and Regulatory Agencies' approved layout and Shop Drawings and in such manner as to achieve all required design criteria with all components accurately placed and operating correctly.
- B. Installers: All work under this Section shall be installed by a Sub-Contractor specializing in the installation of fire sprinkler systems.
- C. Supports: Supports for fire sprinkler piping and equipment, shall be the responsibility of this Sub-Contractor.
- D. Piping and Accessories: All pipe locations shall be governed by Structural, Mechanical and Electrical systems. Install piping concealed wherever possible. Cap all openings immediately after installation to prevent entrance of foreign matter. Exposed piping shall be run only parallel and/or perpendicular to surfaces or structural members.

3.03 FIELD QUALITY CONTROL

- A. Tests: Before final acceptance inspection by Regulatory Agencies and prior to occupancy, furnish all labor, equipment and cooperation necessary to make operable and complete the Fire Protection System including the fire alarm and detection devices that will be connected by this Contractor. Acceptance tests shall be conducted as required by NFPA Standards and Regulatory Agencies having jurisdiction. Test reports shall be bound with Owner's Installation, Operation and Maintenance Manual. Owner's Representative shall be given at least three days advance notice of such tests.

SECTION 15300
FIRE PROTECTION

3.04 CORRECTIONS

- A. This Contractor shall make all corrections required by the Regulatory Agency, and make such repairs, replacement, etc. in a timely manner to render the work complete and free of defects prior to occupancy and/or final acceptance in accordance with the requirements of the General Conditions and as covered by guarantees.

3.05 CLEAN-UP

- A. This Contractor shall maintain clean-up operations in accordance with the requirements of the General Conditions and shall be responsible for continuous removal of all debris and excess materials accumulated as a result of this work.

END OF SECTION

SECTION 15400
PLUMBING

PART 1 GENERAL

1.01 DESCRIPTION

A. General Information:

1. The other Contract Documents complement the requirements of this Section.
2. Requirements of Division 0 and Division 1 apply to the work of this Section.

1.02 SUBMITTALS

A. Provide Shop Drawings for the following equipment:

1. Plumbing Fixtures.
2. Plumbing Specialties.
3. Plumbing Cleanouts.
4. Water Heating Equipment.

PART 2 PRODUCTS

2.01 PIPING MATERIALS (Refer to Section 15050 for description)

A. Soil, Waste and Vent Piping:

1. Above Ground Piping:
2-1/2" and Smaller: Schedule 40 galvanized steel pipe with cast iron drainage fittings or "No-Hub" cast iron soil pipe and fittings with stainless steel couplings and neoprene gaskets.
3" and Larger: No-Hub" cast iron pipe and fittings with stainless steel couplings and neoprene gaskets.

B. Domestic Water Piping: Type "L" hard drawn copper tube above grade. Wrought copper sweat fittings with 95/5 soldered joints above ground.

2.02 PLUMBING FIXTURES

A. General: Provide new plumbing fixtures of the type herein specified and of the quantity shown with all fixtures of one manufacturer.

1. Fixtures: Complete with fittings, supports, fastening devices, faucets, valves, traps, stops and appurtenances required.
2. Exposed IPS Piping and Tubing: Brass, chrome plated.
3. Escutcheons: Brass, chrome plated.
4. Warranty: All fixtures warranted not to craze, color or scale.
5. Fixtures set and connected to soil, waste, vent and water supplies in neat, finished and uniform manner.
6. Connections: Equal height, plumb and set at right angles to floor, wall or both unless otherwise required or specified.
7. Fixture Locations: As shown on Architectural Drawings.
8. Stops: Stops installed in each supply pipe at each fixture, accessibly located, with stops of loose key type or screwdriver type with wall escutcheons.

SECTION 15400
PLUMBING

- B. Manufacturers:
 - 1. China or Cast Iron Fixtures: American-Standard, Eljer or Kohler.
 - 2. Stainless Steel Fixtures: Elkay, Just or approved.
- C. Plumbing Trim:
 - 1. Traps: Provide traps on all fixtures except fixtures with integral traps. Exposed traps chromium plated cast brass or 17 gauge chromium plated brass tubing. American-Standard, Eljer, Kohler, McGuire.
 - 2. Supplies and Stops: First quality, chrome plated brass. McGuire, Speedway or approved.
 - 3. Closet Seats: Solid reinforced plastic, open front, hinge with insert integrally in seat, concealed check. Bemis, Olsonite, Church or Beneke.
- D. Fixture Schedule: See Schedule on Drawings.

2.03 **PLUMBING CLEANOUTS**

- A. Cleanouts shall be located as shown on Drawings and as required by the Administrative Authority. Cleanouts shall be the same size as the pipe except that greater than 4" will not be required. Inside floor type shall have polished nickel bronze tops, and wall type shall have stainless steel covers. All cleanouts shall be Josam, Wade, Zurn, Smith. Smith numbers used as a basis of selection.
 - 1. Floor Cleanouts: Smith 4023 or 4043.
 - 2. Wall Cleanout: Smith 4472 bronze plug and stainless steel cover.

PART 3 EXECUTION

3.01 **CUTTING, PATCHING, REPAIRING**

- A. Cutting, patching and repairing required for the proper installation and completion of the work specified in each Division, including plastering, masonry work, concrete work, carpentry work and painting shall be performed by skilled craftsmen in these respective trades, all at the expense of this Contractor. Refer also to Division 1 and Drawings.

3.02 **PIPE INSTALLATION**

- A. General: Refer to Section 15050 for general requirements.
- B. Sanitary Waste Piping: Slope at uniform grade of 1/4 inch per foot unless noted otherwise. Make changes in size with reducing and wye fittings. Run exposed piping parallel or perpendicular to building structure.
- C. Vent Piping: Horizontal runs free of drops and sloped to drain to drainage system.

SECTION 15400
PLUMBING

- D. Water Piping: Provide valves, shock arrestors, etc. where required by Code and where otherwise indicated in the Specifications and on the Drawings. Provide protection plates for piping installed in wood stud walls and other building sub-structures in accordance with Code Standards. Refer to Sections 15050 and 15250 regarding piping insulation, hangers, insulation, etc.

3.03 FIXTURE INSTALLATION

- A. Fixtures supported on stud partitions, unless specified with chair carriers, shall be supported on heavy concealed wall brackets or carrier arms bolted to 1/4 inch by 5 inch steel plate supports on each side of steel stud with bolts passing through both plates. Plates shall be welded to metal studs. Plate shall extend one stud beyond fixture mounting point. Provide additional backing for fixture trim, faucets, etc. required for work in this Section. Install manufactured devices in accordance with recommendations.
- B. Fixtures mounted on floors and walls shall be sealed at abutting joints with approved sealant compounds as directed by the Architect. Deck mounted fixtures shall be set watertight with sealants approved for that purpose.

3.04 PIPE TEST

- A. Notify Architect and local Plumbing Inspector two days before test.
- B. Drainage, Waste and Vent Piping: Test in accordance with Uniform Plumbing Code Provisions and as otherwise required by Jurisdictional Authorities.
- C. Water Piping: Eliminate air from system. Fill with water and test at 125 psig for a period of six hours with no loss in pressure.

3.05 EQUIPMENT PROTECTION

- A. Keep all pipe openings closed by means of plugs or caps to prevent the entrance of foreign matter. Protect all piping, ductwork, fixtures, equipment and apparatus against dirty water, chemical or mechanical damage both before and after installation. Any such fixture, equipment or apparatus damaged prior to final acceptance of the work shall be restored to its original condition or replaced at the expense of the Contractor.
- B. Protect all bright finished shafts, bearing housings, faucets, strainers, trim and similar items until in service; no rust will be permitted.
- C. Equipment and materials stored on the job site shall be covered or otherwise suitably protected at the direction of, and to the satisfaction of the Architect. If coverings become torn, they shall be replaced and maintained until the equipment is connected and operating.

SECTION 15400
PLUMBING

3.06 COMPLETION REQUIREMENTS

- A. Upon substantial completion of fixture and equipment installation and testing, Contractor shall clean all fixtures, equipment and appurtenances and leave in first class, new condition.
- B. Contractor shall provide operation and instruction services for all equipment to Owner's Representative, to be performed by qualified personnel.

END OF SECTION

SECTION 15880
AIR DISTRIBUTION

PART 1 GENERAL

1.01 DESCRIPTION

A. General Information:

1. The other Contract Documents complement the requirements of this Section.
2. Requirements of Division 0 and Division 1 apply to the work of this Section.

1.02 SUBMITTALS

A. Provide Shop Drawings for the following equipment:

1. Terminal Unit.
2. Diffusers and Grilles.
3. Dampers.

PART 2 PRODUCTS

2.01 TERMINAL UNIT

- A. Furnish and install single duct, variable volume terminal units.
- B. Units shall have pressure independent pneumatic control and shall be reset for air flow between zero and maximum cataloged cfm. Air flow limiters will not be accepted.
- C. At an inlet velocity of 2000 fpm, the differential static pressure for any size of unit shall not exceed 0.10" wg for the basic unit.
- D. All pneumatic tubing shall be UL listed, fire retardant (FR) type.
- E. The pneumatic controller and actuator shall be factory set for the maximum and minimum flow rates as scheduled. Field calibration and readjustment shall be provided for by both external gauge taps and maximum and minimum cfm dials on the controller.
- F. Terminal unit suitable for operation with a one or two pipe thermostat.
- G. Normally-open unit shall be capable of operating in an early morning warmup cycle.
- H. Unit casing shall be 22 gauge galvanized steel, internally lined with 3/4", 1-1/2 pound density fiberglass insulation which complies with UL 181 and NFPA 90A. All exposed insulation edges shall be coated with NFPA 90A approved sealant to prevent erosion.
- I. Damper shall be heavy gauge metal, with shaft rotating in Delrin self-lubricating bearings. Shaft shall be marked on the end to indicate the damper blade position.

SECTION 15880
AIR DISTRIBUTION

- J. The damper shall have a built-in stop to prevent overstroking and shall seal against a closed-cell foam gasket.
- K. Manufacturer: Titus ESV-3000 Single Duct.

2.02 **DIFFUSERS AND GRILLES**

- A. General: Diffuser sizing based on air being introduced at 20°F. temperature differential, and air being diffused at the five foot level to a velocity not greater than 50 FPM. Diffusers selected so as not to exceed the NC-33 curve when the volume damper is 50% open. Manufacturer shall guarantee to meet the above performance factors or replace all diffusers where required.
- B. Manufacturers: Tuttle and Bailey, Krueger, Agitair, Carnes, Titus, Barber-Coleman, Anemostat or approved.
- C. Types: See Schedule on Drawings for types.

2.03 **DAMPERS**

- A. Extractors (EX): Provide at all right angle supply branches, behind grilles by the same manufacturer as the supply grilles. Each unit shall be the same size as the grille face.
- B. Volume Dampers (VD): Provide in supply, exhaust and return ducts for balancing and construct of galvanized sheets not lighter than 18 gauge, reinforced to prevent vibration, equipped at both ends with brass bearing mounts and of sufficient length to provide a complete shut-off of the duct.
- C. Provide each damper with an adjustment and locking quadrant device as manufactured by Young Regulator Co., No. 403 operator for accessible locations, or No. 315 for non-accessible locations. Ventlock or approved. Provide operating rod and attaching devices as required for No. 315 operator.
- D. Fire Dampers (FD): Provide with sleeves in accordance with NFPA Pamphlet No. 90 and local Code, complete with damper blades, fusible links, linkage and stops. U.L. labeled dampers are to have near 100% free area. Advanced Air, Ruskin, Tuttle and Bailey, Action Air, Phillips, Air Balance, Inc., Air Control Products, Nailor-Hart or approved. Dampers provided for horizontal applications in ceiling diffusers to be rated for such applications.

2.04 **AIR SYSTEM SPECIALTIES**

- A. Standard Turn Vanes: Non-adjustable 90 degree air turn, 26 gauge galvanized double wall steel blade, 24 gauge galvanized steel side rail. Vanes 2-1/2" on center. H-E-P High Efficiency Profile as manufactured by Aero-Dyne Co.

SECTION 15880
AIR DISTRIBUTION

2.05 DUCT CONSTRUCTION

- A. Duct Work: Construction from galvanized sheet metal to conform to Chapter 10, Uniform Mechanical Code, Volume II or current ASHRAE Guide Table.
- B. Flexible Ducts: Galvanized spring steel wire helix covered with continuous liner and attached to liner with spray coating, one inch thickness of fiberglass insulation, plastic vapor barrier jacket sealed at both ends. 0.25 K factor at 75°F. mean temperature, rated for continuous service at 15 inch S.P. All joints made with 1/2 inch wide positive locking steel straps. U.L. approved per U.L. 181. Maximum length of five feet. Manufacturer: Genflex, Thermaflex, Clevaflex, Flexmaster or approved.

PART 3 EXECUTION

3.01 DUCTWORK

- A. Erect all ductwork in a first-class and workmanlike manner, true to dimensions indicated, straight and smooth on inside with neatly finished joints lapped in the direction of air travel. Properly brace and reinforce all ducts with steel angles or other members.
- B. Elbows: Standard centerline radius shall equal 1-1/2 times the width of the duct.
- C. Square turns shall be provided with Air Foil type turn vanes.
- D. Duct sizes shown on the Drawings are the net inside dimensions.
- E. Access doors in ductwork shall be located as required for service of fire dampers, automatic dampers and other items requiring maintenance or inspection. Provide Ventlock No. 100 latch with No. 150 hinges and felt gaskets. Minimum size 12x12 or equivalent area.
- F. Duct Hangers and Supports: Hang ducts under 20 inches diameter or maximum side dimension with galvanized strips of No. 16 U.S.S. gauge steel one inch wide and all larger ducts with steel angles and adjustable hanger rods similar to piping hangers. Anchor all ducts securely to building in such manner as to prevent transmission of vibration to structure.
- G. Seal all joints in ducts with 3M Co. or Manville Co. industrial grade pressure sensitive tape or 6" width of six ounce canvas pasted on with Arabol. Ray Chem Shrink tape approved.

END OF SECTION

SECTION 15950
CONTROLS

PART 1 GENERAL

1.01 GENERAL

- A. Furnish and install a complete system of pneumatic controls including all required device and tubing whether specifically mentioned or not.

PART 2 PRODUCTS

2.05 DAMPER THERMOSTATS

- A. Provide pneumatic thermostats to match existing.

PART 3 EXECUTION

3.01 SEQUENCE OF OPERATION

- A. Terminal Unit: Wall thermostat shall control damper motor to maintain space temperature.
- B. Steam Radiation: Existing radiation shall remain in operation. Relocate existing thermostats as indicated on Drawings.

END OF SECTION

SECTION 15990
SYSTEM BALANCING

PART 1 GENERAL

1.01 DESCRIPTION

- A. General Information
 - 1. The other Contract Documents complement the requirements of this Section.
 - 2. Requirements of Division 0 and Division 1 apply to the work of this Section.
- B. At the completion of the job, the testing and balancing of the air distribution system shall be performed by an independent test and balance agency who specializes in this work.

PART 2 PRODUCTS

2.01 TOOLS, EQUIPMENT, INSTRUMENTS

- A. All instruments used by the balancing agency shall have been calibrated within a period of six months and proof of such calibration shall be submitted to Architect if requested. The Mechanical Contractor shall furnish the balancing agency all ladders and scaffolds as necessary to make the adjustments.

2.02 REPORTS AND RECORDS

- A. Submit four copies of complete balancing report on forms which have been approved by the Architect. Provide with each report a complete set of marked Balancing Drawings showing air opening numbers and flow station numbers that correspond to the numbering system in the balancing logs.

2.03 BALANCING FIRM

- A. Obtain the services of an independent test and balance agency that specializes in and whose business is limited to the testing and balancing of air conditioning and heating systems.

2.04 APPROVED FIRMS

- A. Air Masters System Balancing, Portland, Oregon
Air Balancing Specialty, Inc., Portland, Oregon
Air Test and Balance, Inc., Portland, Oregon
- B. Other balancing agencies desiring approval shall make requests in accordance with Instruction to Bidders. Requests shall include list of completed projects and samples of balancing forms to be used on the project.

SECTION 15990
SYSTEM BALANCING

PART 3 EXECUTION

3.01 TESTING PROCEDURES - AIR SYSTEMS

- A. Identify and list size, type and manufacturer of all air handling equipment and air distribution devices. Manufacturer's published ratings on all equipment shall be used to make required calculations.
- B. After all air flow measurements have been made, mark final position of balancing damper.
- C. Record nameplate data for each terminal unit.
- D. Test, adjust and record each supply zone, diffuser, grille and register to within 10% of design requirements. Each supply zone, grille, diffuser and register shall be identified as marked on the balancing drawings.
- E. Balancing logs must show each successive test.

END OF SECTION

ELECTRICAL SPECIFICATIONS

16010	Basic Electrical Requirements
16110	Raceways
16120	Wires and Cables
16130	Boxes
16141	Wiring Devices
16190	Supports
16475	Overcurrent Protective Devices
16500	Lighting

SECTION 16010
BASIC ELECTRICAL REQUIREMENTS

PART 1 GENERAL

1.01 DEFINITIONS

- A. In modification of Division 01 definitions, where the words "furnish", "provide", "install" appear in this Division, or a manufacturer is indicated with item or product catalog number listed, install and furnish the item complete and operating for the purpose or function intended, unless noted otherwise.

1.02 SYSTEM DESCRIPTION

- A. Design Requirements: Electrical systems required for this work includes all labor, materials, equipment, and services necessary to complete installation of electrical work shown on Drawings, specified herein or required for a complete operable facility and not specifically described in other Sections of these Specifications. Among the items required are:
1. Extension of new work to existing service and distribution equipment shown on Drawings.
 2. Feeders to branch circuit panels, HVAC equipment and specific equipment as indicated on Drawings.
 3. Branch circuit wiring from the branch circuit panels for lighting, receptacles, junction boxes, motors, signal systems and other indicated circuits wiring.
 4. Lighting fixtures, control switches, receptacles, relays, supports and other accessory items.
 5. Wiring and final power connections for motors installed for heating, cooling and ventilation.
 6. Special systems and communications systems.
 7. Wiring and final power connections for Owner furnished and installed equipment.

1.03 SUBMITTALS

- A. Materials Substitutions:
1. Submit requests for substitutes to the Architect in compliance with Contract Document requirements. Concurrently, submit two (2) additional copies directly to the Architect's Consulting Electrical Engineer.
 2. Contract Document requirements apply to all equipment submitted for substitution approval. Indicate any deviation or non-compliance shall be indicated by an attached letter explaining a proposed change. Approval of submitted material does not grant deviation from the Contract requirements. Include in Bid Sum additional expense resulting from the Contractor's decision to use substitute materials including all costs by other affected crafts.
- B. Product Data: Submit in accordance with Instructions to Bidders. Attach items of like nature to one substitution form.

SECTION 16010
BASIC ELECTRICAL REQUIREMENTS

C. Shop Drawings:

1. Submit in accordance with Division 1. Include physical and electrical characteristics; i.e. dimensions, materials, voltage, phase, etc., of all new equipment except basic wiring materials.
2. If deviations, discrepancies or conflicts between Shop Drawings and the Drawings and Specifications are discovered either prior to or after Shop Drawing Submittals are processed by Architect, Design Drawings and Specifications take precedence.
3. Contractor agrees that Shop Drawing Submittals processed by Architect are not Change Orders. The purpose of Shop Drawings is to demonstrate to the Architect that the Contractor understands the design concept.
4. Contractor demonstrates understanding of design concept by indicating material he intends to furnish and install, and by detailing fabrication and installation methods.

D. Office Samples: Submit samples as requested by Architect.

E. Project Record Documents:

1. On completion of work, deliver to Architect one set of accurately marked Sepia Drawings. Show all change and variations from Design Drawings and exact routes of all feeders, service conduits and location of all conduits stubbed out for future continuation with definite dimensions and burial depths.
2. Drawings and lettering, neat, clean and legible.
3. Order and pay for required sepias from original tracings provided by Architect at start of project.
4. Maintain one "work" set on project site at all times. Work set subject to inspection by Architect.

F. Operation and Maintenance Data:

1. Submit the following prior to final acceptance and Contractor's request for final payment for Division 16 work, in conformance with the Project Closeout requirements of the General Provisions:
 - a. Record Drawings.
 - b. Maintenance and Operation Manuals.
2. Provide four complete sets of Maintenance and Operation Manuals including, but not limited to, the following:
 - a. Schematic diagrams, installation wiring diagrams and instructions and Maintenance/Operation Manuals for any special systems and equipment.
 - b. Complete fixture cuts including lamps furnished for all lighting fixtures.
 - c. Shop Drawings and installation/maintenance/operation manuals for all power distribution and control equipment including service and distribution equipment, branch panels, etc.
 - d. Copies of certificates of Code Authority acceptance, and test data and other special guarantees, warranties, etc. specified elsewhere herein and/or indicated on the Drawings.

SECTION 16010
BASIC ELECTRICAL REQUIREMENTS

3. Assemble each set in standard hardback, 3-ring binder(s). Binder fill shall not exceed 50%; i.e., 1" thickness of paper in 2" binder. Use tabular dividers to organize the materials in the same order as this Specification. Mark each divider according to (sub)section number and name.

1.04 DELIVERY, STORAGE AND HANDLING

- A. Acceptance at site:
1. Do not use scratched, marred or deformed materials.
 2. Do not use fixtures, material or equipment in wet cartons or boxes, stored in or exposed to rain, water, dust, dirt or snow.

1.05 SEQUENCING AND SCHEDULING

- A. Cooperation with Other Crafts:
1. Cooperate with other crafts and/or contracts as may be necessary for the proper execution of the work in the construction of the building.
 2. Prior to the installation and connection of the Division 16 work for equipment by other Divisions, the Owner, or by other contracts, verify the requirements indicated in Division 16 with the requirements and characteristics of the other Divisions, the Owner, and/or other contractors equipment. Read and understand the requirements of Divisions which affect the installation of work in this Division.
 3. Obtain wiring or schematic diagrams for confirmation and connections. Deviations to be brought to the attention of the Architect.
 4. Consult the Drawings of all other trades or crafts to avoid conflicts with cabinets, counters, equipment, structural members, etc. In general, the Architectural Drawings govern, but conflicts shall be resolved with the Architect prior to rough-in.
- B. Safety: In accordance with generally accepted construction practices, the Contractor is solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the work. This requirement applies continuously and is not limited to normal working hours.

1.06 WARRANTY

- A. General Warranty: Without additional charge, replace any work or material which develops defects, except from abuse, within one (1) year from acceptance unless otherwise noted.
- B. Lamps:
1. Lamp warranty is from date of Owner occupancy or acceptance: Thirty (30) days for incandescent, six (6) months for fluorescent and HID lamps.
 2. Provide labor for lamp installation for thirty (30) days after final acceptance.

SECTION 16010
BASIC ELECTRICAL REQUIREMENTS

C. Ballasts:

1. Ballasts covered by a two year warranty, based upon manufacturer's Code dates embossed on ballast cover with installation date.
2. Warranty includes nominal payment toward normal cost of labor for replacement of ballast.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. General: Like items from one manufacturer; i.e., fixture types, switches, receptacles, breakers, panels, etc.

2.02 MATERIALS

- A. Provide electrical materials of the type and quality indicated, or prior approved substitute, new, listed by the Underwriters' Laboratories, bearing their label wherever standards have been established and label service is regularly furnished by them. Indicated brand names and catalog numbers are used to establish standards of performance and quality. The description of materials listed herein governs in the event that catalog numbers do not correspond to the materials described herein.

2.03 ACCESSORIES

- A. Special Features and Incidentals:
1. Include special features, finishes, description or requirements indicated in the Contract Documents for particular items or equipment, but not included by or in the item's listed catalog number.
 2. Provide and install as part of the Contract work all incidentals, hangers, brackets, supports, framing, backing, signal transformers, relays, etc., not specifically mentioned herein or noted on the Drawings, but required to complete the system or systems, in a safe and satisfactory working condition, shall be provided and installed as part of the Contract Work.

2.04 FABRICATION

- A. Shop/Factory Finishing: Modify manufacturer's products at the factory to comply with the special requirements noted. Contractor's responsibility to verify compliance.

SECTION 16010
BASIC ELECTRICAL REQUIREMENTS

PART 3 EXECUTION

3.01 VERIFICATION

A. Verification of Conditions:

1. Bidder is expected to visit site of proposed construction. Verify and inspect the existing site to determine the conditions that affect this work.
2. Include all costs in the bid price for the work and/or material required to comply with the Contract Documents, based on the actual existing conditions and the information indicated on the Contract Documents.
3. Failure to visit site and verify conditions affecting work of this Division does not relieve Contractor from the necessity of doing any and all work which is necessary to make all electrical installations and systems complete.

B. Construction Documents:

1. Electrical Drawings are diagrammatic with symbols representing electrical equipment, outlets and wiring.
2. Electrical symbols indicating wiring and equipment, shown on the Drawings or specified in Division 16, are included in Division 16 work unless specifically noted otherwise.
3. Drawings indicate general directions and routes of feeders and conductor systems. Determine exact route and installation of electrical wiring and equipment with conditions of construction and acceptance of Architect.
4. Deviations from Drawings required to make the electrical installation conform to the building's construction design and the work of other crafts are part of the Contract work. Obtain Architect approval prior to executing any deviations from Drawings.
5. Examine the Mechanical and Structural Drawings to avoid systems conflicts.
6. Data given herein and shown on Electrical Drawings is as exact as could be secured but its absolute accuracy is not guaranteed.

C. Clarification:

1. Prior to submitting a bid, bring to the attention of the Architect any ambiguous, conflicting or unclear instructions. Such items will be clarified by the Architect in Addendum form.
2. In the event that time does not permit clarification prior to bid opening, the Drawings govern in matters of quantity, the Specification in matters of quality. In event of conflict on the Drawings or in the Specifications, the greater quantity and the higher quality apply.
3. Should the Electrical Documents indicate a condition conflicting with the Governing Codes and Regulations, refrain from installing that portion of the work until clarified by the Architect. Remove and correctly install, as part of the Contract work, any work installed in violation of the Governing Codes.

SECTION 16010
BASIC ELECTRICAL REQUIREMENTS

3.02 INSTALLATION

A. Codes and Permits:

1. Comply with the latest Rules and Regulations of the Codes of the State and local authorities having jurisdiction. Contractor responsible for appraising himself of the pertinent Codes prior to commencing work.
2. Furnish all materials and labor required for compliance with these Rules and Regulations. Items in excess of Code requirements take precedence.
3. Obtain and pay for all required permits, plan check charges and certificates. Deliver Certificates of Acceptance from the Code-Enforcing Authorities to Architect.

3.03 FIELD QUALITY CONTROL

A. Tests:

1. Conduct tests of equipment and systems to demonstrate compliance with requirements specified in Division 16.
2. Provide journeyman electrician with tools, meters, instruments and other test equipment required. Remove and replace trims, covers, fixtures, etc., and test materials, systems, methods and workmanship in the presence of the Architect for final review at completion of the work.

B. Inspection:

1. Do not close in or cover work prior to review by the Architect.
2. Contractor responsible for cost of uncovering and making repairs where work has been closed in or covered prior to review by Architect.

3.04 CLEANING

A. Tools and Materials:

1. Keep tools and materials in an orderly manner throughout the construction period.
2. Upon completion of the work, remove all supplies, materials, tools, etc., furnished by the Electrical Division.

B. Dirt, Debris and Dust:

1. Remove dirt and debris of whatever nature caused by the execution of the electrical work from job site at frequent periods appropriate to the progress of the work, or as directed by the Architect.
2. Leave the entire electrical system installed under this Contract in clean, dust-free and proper working order.

END OF SECTION

SECTION 16109
EQUIPMENT CONNECTIONS

PART 1 GENERAL

1.01 ELECTRICAL CONNECTIONS

- A. Connect equipment, whether furnished by Owner or other Divisions of the Contract, electrically complete where indicated.
- B. Power connections only in Division 16. Equipment not set in place by Division 16.
- C. Ground all equipment with equipment grounding conductor.

PART 2 PRODUCTS

(Not Used)

PART 3 EXECUTION

3.01 ELECTRICAL CHARACTERISTICS

- A. Verify electrical characteristics of equipment prior to installation of conduits and wiring for equipment.
- B. Unless otherwise noted in Contract Documents, the following voltage and phase characteristics apply to motors furnished by others:
1/3 HP and under: 120 volts, single (1) phase
Over 1/2 HP: 208 volts, three (3) phase

3.02 MOTOR BRANCH CIRCUIT WIRING

- A. Do not install electrical equipment or wiring on mechanical equipment without approval of Architect.
- B. Provide moisture tight equipment wiring and switches in ducts or plenums used for environmental air.
- C. Connect motor starter branch circuits complete from panel to motor as required by Code and manner herein described.
- D. Motor starters for equipment supplied by Division 15, provided by equipment installer for installation by Division 16.
- E. Motor starter control devices and wiring provided by Division 15.
- F. Install feeder circuit to packaged HVAC equipment. Terminate feeder conductors on line terminals as directed by equipment manufacturer.

SECTION 16109
EQUIPMENT CONNECTIONS

3.03 APPLIANCE/UTILIZATION EQUIPMENT

- A. Provide appropriate cable and cord cap for final connection unless equipment is provided with same. Install receptacle to receive cord cap.
- B. Verify special purpose outlet NEMA configuration and ampere rating with equipment supplier prior to ordering devices and coverplates.

END OF SECTION

SECTION 16110
RACEWAYS

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes:
1. Raceways.
 2. Conduit Fittings.
 3. Foam Sealant
 4. Sleeves and Chases.

1.02 SYSTEM DESCRIPTION

- A. Design Requirements:
1. Concealed Raceway System: Conceal raceway systems throughout.
 2. Branch Circuits: Do not change the intent of the branch circuits or controls or combine home runs without Architect's approval.
 3. Feeders: Do not combine or change feeder runs.
 4. Thermal Isolation: Special procedures required to prevent frost accumulation on or in raceways installed through boundary between heated and unheated spaces.
 5. Unless otherwise indicated, provide raceway systems for lighting, power and Class 1 remote-control and signaling circuits and Class 2 and 3 remote-control signaling and communication circuits.

1.03 SEQUENCING AND SCHEDULING

- A. Raceway System: Complete electrical raceway installation before starting the installation of conductors and cables. Raceway system of conduit, tubing or duct and fittings including but not limited to connectors, couplings, offsets, elbows, bushings, expansion and deflection fittings and other components and accessories.
- B. Finished Surfaces: Prevent cutting in connection with finished work. Make repairs in a manner approved by Architect.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Raceways: Allied Steel, Certainteed, Jones and Laughlin, Carlon, Kraloy.
- B. Conduit Fittings: O-Z Gedney, Thomas-Betts, Crouse-Hinds.
- C. Foam Sealant: Chase Technologies.

2.02 CONDUITS

- A. Galvanized Rigid Steel Conduit (GRC):
1. Hot dip galvanized after thread cutting.

SECTION 16110
RACEWAYS

2. Manufacture in conformance with Federal Specification WWC-581 (latest revision) and ANSI Specification C80.1.
 3. Uniform finish coat with chromate for added protection.
- B. Rigid Aluminum Conduit: Alloy #6063, threaded at each connection.
- C. Intermediate Metal Conduit (IMC):
1. Hot dip galvanized after thread cutting.
 2. Manufacture in conformance with Federal Specification WWC-581 (latest revision).
 3. Uniform finish coat with chromate for added protection.
- D. Electrical Metallic Tubing (E.M.T.):
1. Hot dip galvanized and chromate coated.
 2. Manufacture in conformance with Federal Specification WWC-563 (latest revision) and ANSI Specification C80.3.
- E. Flexible Conduit:
1. Reduced wall flexible steel conduit.
 2. Hot dip galvanize steel strip prior to forming and joining.
 3. Manufacture in conformance with Federal Specification WWC-566.
- F. Flexible Conduit, PVC Coated:
1. Hot dip galvanize steel strip prior to forming and joining.
 2. PVC chemical resistant jacket extruded to core, up to 1" trade size.
 3. PVC chemical resistant jacket, tubed over core, up to 4" trade size.
- G. PVC:
1. Class 40 heavy wall rigid PVC.
 2. Rated for use with 90°C conductors.
 3. Manufacture in conformance with Federal Specification WC1094A and NEMA TC-2.

2.02 CONDUIT FITTINGS

- A. Bushings:
1. Insulated type for threaded Rigid and IMC conduit. T&B #1222 Series or O-Z Gedney "B Series".
 2. Insulated grounding type for threaded Rigid and IMC conduit: O-Z Gedney "BLG Series".
- B. E.M.T. Connectors and Couplings:
1. Steel gland, Tomic, Breagle or O-Z Gedney 7000 ST Series, pre-insulated type connectors.
 2. Set screw type, zinc plated, steel.
- C. Expansion/Deflection Fittings:
1. EMT, O-Z Gedney Type "TX".
 2. RMC, O-Z Gedney Type "AX", "DX" and "DXX" and Crouse-Hinds "XD".

SECTION 16110
RACEWAYS

2.03 FOAM SEALANT

- A. Foam sealant for use around conduit penetrations to prevent passage of smoke, fire, toxic gas or water. Maintain seal before, during and after fire. In and around conduit for thermal break at penetration of barrier between heated and unheated spaces. Chase Technology Corp. No. CTC PR-855.

PART 3 EXECUTION

3.01 PREPARATION

- A. Inserts, Anchors and Sleeves:
1. Coordinate location of inserts and anchor bolt for electrical systems prior to pouring concrete.
 2. Coordinate location of sleeves for electrical systems prior to pouring concrete, with consideration for all other building systems.

3.02 INSTALLATION

- A. Conduit:
1. Conduit Joints: Assemble conduits continuous and secure to boxes, panels, fixtures and equipment with fittings to maintain continuity. Provide watertight joints where embedded below grade or in damp locations. Seal PVC conduit joints with solvent cement and metal conduit with metal thread primer. All rigid conduit connections to be threaded, clean and tight (metal to metal). Threadless connections are not permitted for GRC and IMC.
 2. Conduit Placement: Install continuous conduit and raceways for electrical power and signal systems wiring where indicated. Exposed conduits are permitted in Mechanical Rooms or spaces where walls, ceilings and floors will not be covered with finished materials. Where Documents permit exposed conduit install parallel or at right angles to building lines, tight to finished surfaces and neatly offset into boxes. Do not install conduits or other electrical equipment in obvious passages, doorways, scuttles or crawl spaces which would impede or block the area passage's intended usage. Do not install conduits on surface of building exterior or on top of parapet walls.
 3. Maximum Bends: Install Code sized pull boxes to restrict maximum bends in a run of conduit to 270°. Conduit bodies, condulets, not permitted in feeders.
 4. Conduit Terminations: Provide conduits shown on Drawings which terminate without box, panel, cabinet or conduit fitting with not less than five (5) full threads. Bushings and metal washer type sealer between bushing and conduit end.
 5. Flexible Conduit: Install 12" minimum slack loop on flexible metallic conduit and PVC coated flexible metallic conduit.

SECTION 16110
RACEWAYS

6. Conduit Size: Size as indicated on Drawings. Where size is not indicated, provide conduit in minimum Code permitted size for THW conductors of quantity shown. Minimum trade size 1/2".
 7. Conduit Location:
 - a. Underground: GRC, IMC or PVC.
 - b. Cast-in-place concrete, masonry, damp locations and subject to mechanical damage: GRC or IMC.
 - c. Dry, protected and 2" maximum nominal size: GRC, IMC, EMT.
 - d. Dry, protected and above 2" nominal size: GRC, IMC.
 - e. Sharp Bends and Elbows: GRC, EMT use factory elbows.
 - f. Install pull wire or nylon cord in empty raceways provided for other systems. Secure wire or cord at each end.
 - g. Motors, recessed luminaires and equipment connections subject to movement or vibration, use flexible metallic conduit.
 - h. Motors and equipment connections subject to movement or vibration and subjected to any of the following conditions; exterior location, moist or humid atmosphere, water spray, oil or grease use PVC coated flexible metallic conduit.
- B. Thermal Insulation:
1. Raceways concealed in exterior walls or floor and ceiling spaces exposed to exterior temperatures on one side and normal room temperatures on the inside; exercise special care to prevent frost accumulation resulting from condensation of air on heated side.
 2. Secure raceways to structure such that screws, nails and fastening devices do not extend from the warm side to the cold side or penetrate the vapor barrier or insulation.
 3. Where conduits penetrate the vapor barrier or insulation, provide interior conduit seal. Seal void between conductors and interior wall of conduit.
 4. Seal exterior voids between components or the structure and raceways. Fill void with sealant to minimize conduction along raceway from cold to warm side.
- C. Sleeves and Chases:
1. Floor, Ceiling and Wall Penetrations: Provide necessary rigid conduit sleeves, openings and chases where conduits or cables are required to pass through floors, ceiling or walls.
 2. Fire Seals: Maintain integrity of fire rating at penetrations of walls, ceilings or floors.

END OF SECTION

SECTION 16120
WIRES AND CABLES

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Wires and Cables.
 - 2. Connectors.
 - 3. Lugs and Pads.

1.02 SUBMITTALS

- A. Test Reports: Test conductor insulation for conformity with 1000V megger. Minimum insulation resistance acceptable is 1000 ohms per applicable system volt.
- B. Manufacturer's Instructions: Comply with manufacturer's recommendations for installation procedures.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Wires and Cables: Anaconda, General Electric, Hatfield, Okonite.
- B. Connectors:
 - 1. Stranded Conductors: Anderson, Burndy, Ilsco, Thomas and Betts.
 - 2. Branch Circuit Splices: Ideal, Scotch-Lock, 3M.

2.02 WIRES AND CABLES

- A. Copper, 600 volt rated throughout.
- B. Conductors No. 14 AWG to No. 10 AWG, solid or stranded.
- C. Conductors No. 8 AWG and larger, stranded.
- D. Color code conductors as follows:
 - PHASE
 - A - Black
 - B - Red
 - C - Blue
 - Neutral - White
 - Ground - Green
- E. Conductors No. 3 AWG and larger, minimum insulation rating of 75°C.
- F. Insulation types THWN, THW or XHHW. THHN may be used in dry locations only.
- G. Refer to Special Systems Specification Sections for cable requirements.

SECTION 16120
WIRES AND CABLES

2.03 CONNECTORS

- A. Lugs: Indent/compression type for use with stranded branch circuit or control conductors.
- B. Solid Conductor Branch Circuits: Spring connectors, wire nuts, for conductors #18 through #8 AWG.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Wires and Cables:
 - 1. Conductor Installation:
 - a. Install conductors in raceways having adequate, Code size cross-sectional area for wires indicated.
 - b. Install conductors with care to avoid damage to insulation.
 - c. Do not apply greater tension on conductors than recommended by manufacturer during installation.
 - d. Use of pulling compounds is permitted. Clean residue from exposed conductors and raceway entrances after conductor installation. Do not use pulling compounds for installation of conductors connected to GFI circuit breakers or GFI receptacles.
 - 2. Conductor Size and Quantity:
 - a. Install no conductors smaller than No. 12 AWG unless otherwise shown.
 - b. Number of conductors in a conduit run indicated on Drawings with diagonal hash marks on conduit run.
 - 3. Conductors in Cabinets:
 - a. Cable and tree all wires in panels and cabinets for power and control. Use plastic ties in panels and cabinets.
 - b. Tie and bundle feeder conductors in wireways of panelboards.
 - c. Hold conductors away from sharp metal edges.
 - d. Install fish paper insulation between conductors and metal enclosures except in conduit.
- B. Connectors: Re-tighten lugs and connectors for conductors to equipment prior to final acceptance of work.

END OF SECTION

SECTION 16130
BOXES

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
1. Outlet Boxes.
 2. Junction and Pull Boxes.
 3. Conduit Fittings.

1.02 SYSTEM DESCRIPTION

- A. Design Requirements:
1. Outlet System: Provide electrical boxes and fittings as required for a complete installation. Items shall include but not be limited to outlet boxes, junction boxes, pull boxes, bushings and locknuts.
 2. Code Compliance: Comply with NEC as applicable to construction and installation of electrical boxes and fittings and size boxes according to N.E.C. Art 370, except as noted otherwise.
 3. Flush Outlets in Insulated Spaces: Maintain integrity of insulation and vapor barrier.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Outlet Boxes: Bowers, Raco.
- B. Junction and Pull Boxes: Circle AW, Hoffman.
- C. Box Extension Adapter: Bell.
- D. Conduit Fittings: O-Z Gedney, Thomas and Betts.

2.02 OUTLET BOXES

- A. Luminaire Outlet: 4" octagonal box, 1-1/2" deep with 3/8" fixture stud if required. Provide raised covers on bracket outlets and on ceiling outlets.
- B. Device Outlet: Installation of one or two devices at common location, minimum 4" square, minimum 1-1/2" deep. Single or two gang flush device raised covers. Raco Series 681 and 686.
- C. Multiple Devices: Three or more devices at common location. Install one piece gang boxes with one piece device cover. Install one device per gang.
- D. Construction: Provide galvanized steel interior outlet wiring boxes, of the type, shape and size, including depth of box, to suit each respective location and installation; constructed with stamped knockouts in back and sides, and with threaded holes with screws for securing box covers or wiring devices.

SECTION 16130
BOXES

- E. Accessories: Provide outlet box accessories as required for each installation, including mounting brackets, wallboard hangers, extension rings, fixture studs, cable clamps and metal straps for supporting outlet boxes, compatible with outlet boxes being used and meeting requirements of individual wiring situations.

2.03 JUNCTION AND PULL BOXES

- A. Construction: Provide galvanized sheet steel junction and pull boxes, with screw-on covers; of the type shape and size, to suit each respective location and installation; with welded seams and equipped with steel nuts, bolts, screws and washers.
- B. Location:
 - 1. Install junction boxes above accessible ceilings for drops into walls for receptacle outlets from overhead.
 - 2. Install junction boxes and pull boxes as required to facilitate the installation of conductors and limiting the accumulated angular sum of bends between boxes, cabinets and appliances to 270°.

2.04 BOX EXTENSION ADAPTER

- A. Construction: Die cast aluminum.

2.05 CONDUIT FITTINGS

- A. Requirements: Provide corrosion-resistant punched-steel box knockout closures, conduit locknuts and malleable iron conduit bushings of the type and size to suit each respective use and installation.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Location: Locate boxes and conduit bodies so as to insure accessibility of electrical wiring.
- B. Round Boxes: Avoid using round boxes where conduit must enter through side of box, which would result in a difficult and insecure connection with a locknut or bushing on the rounded surface.
- C. Anchoring: Secure boxes rigidly to the substrate upon which they are being mounted.
- D. Knockout Closures: Provide knockout closures to cap unused knockout holes where blanks have been removed.
- E. Thermal Barrier: Insulate or maintain integrity of vapor barrier in void space between outlet box and building structure where outlet boxes are mounted flush in wall.

END OF SECTION

SECTION 16141
WIRING DEVICES

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes:
1. Wall Switches.
 2. Receptacles.
 3. Device Plates.
 4. Surface Covers.
 5. Surface Metal Raceways.

1.02 SYSTEM DESCRIPTION

- A. Design Requirements:
1. Federal Specification Compliance: Comply with Federal Specification WS896 and WC596 for switches and receptacles respectively.
 2. NEMA Configuration: Comply with NEMA configurations and standards for general and special purpose wiring devices.
 3. Appearance: Provide line voltage lighting switches and receptacles of common manufacturer and identical appearance.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Wall Switches: Arrow-Hart, Bryant, General Electric, Hubbell, Leviton, Pass and Seymour, Slater.
- B. Receptacles: Same manufacturers as listed for wall switches.
- C. Finish Plates: Hubbell, Leviton, Pass & Seymour, Slater.

2.02 WALL SWITCHES

- A. Characteristics: Toggle type, quiet acting, 20A, 120/277V, UL listed for motor loads up to 80% of rated amperage, grey finish. Hubbell Series 1221-GRY.

2.03 RECEPTACLES

- A. Finish: Same exposed finish as switches.
- B. Characteristics: Straight parallel blade 20A, 125V, 2 pole - 3 wire grounding. Hubbell 5362-GRY.
- C. Ground Fault Interrupter: Feed through type, 20A, 125VAC, specification grade. Hubbell GF-5362GY.
- D. Special Purpose Receptacles: Refer to Drawings for NEMA Standard Specification.

SECTION 16141
WIRING DEVICES

2.04 FINISH PLATES

- A. Material: 18% chrome, 80% nickel, Type 302 stainless steel, satin finish, beveled metal. Hubbell BPHDSSDNI.
- B. Telephone/Signal System Device Plates: 3/4" diameter hole with grommet. Hubbell BM3SSDNI.

2.05 SURFACE COVERS

- A. Material: Galvanized or cadmium plated steel, 1/2" raised industrial type with openings appropriate for device(s) installed on surface outlets.
- B. Cast Box and Extension Adaptors: Aluminum, with gasket, blank. Single gang, Bell 240-ALF. Two gang, Bell 236-ALF.

2.06 SURFACE METAL RACEWAY

- A. Finish: Same as wall or as directed by Architect.
- B. Characteristics: Two piece surface metal raceway shall consist of a base section and a cover section which shall be scored every 3" along its length. Wiremold 2100 Series. Receptacles to be NEMA 5-20R, Wiremold 2127GT. Provide all fittings for a complete installation.

PART 3 EXECUTION

3.01 PREPARATION

- A. Protection:
 - 1. Devices: Upon installation of wall plates and receptacles, advise Contractor regarding proper and cautious use of convenience outlets. At time of Substantial Completion, replace those items which have been damaged, including those burned and scored by faulty receptacles or cord caps.
 - 2. Finish Plates and Devices: Do not install items until finish painting is complete. Scratched or splattered finish plates and devices will not be acceptable.

3.02 INSTALLATION

- A. Plumb: Install devices and finish plates plumb with building lines.
- B. Orientation:
 - 1. Wall Mounted Receptacles: Install with long dimensions oriented vertically at centerline height shown on Drawings or specified herein.

SECTION 16141
WIRING DEVICES

2. Vertical Alignment: When more than one outlet is shown on the Drawings in close proximity to each other, but at different elevations, align the outlets on a common vertical center line for best appearance. Verify with the Architect.

3.03 FIELD QUALITY CONTROL

A. Tests:

1. Wiring Devices: Test wiring devices to insure electrical continuity of grounding connections, and after energizing circuitry, to demonstrate compliance with requirements. Receptacles shall be tested for line to neutral, line to ground and neutral to ground faults. Correct any defective wiring.

END OF SECTION

SECTION 16190
SUPPORTING DEVICES

PART 1 GENERAL

1.01 DESCRIPTION

- A. Safety factor of 4 required for every fastening device or support for electrical equipment installed. (Support to withstand four times weight of equipment it supports).

PART 2 PRODUCTS

2.01 PRODUCTS

- A. Hangers: Kindorf B-905-2A channel, H-119-D washer, C105 strap, 3/8" rod with ceiling flange.
- B. Concrete Inserts: Kindorf D-255, cast in concrete for support fasteners for loads up to 800 lbs.
- C. Pipe Straps: Two-hole galvanized or malleable iron.
- D. Fixture Chain: Campbell Chain Company #75031, 90-pound test with steel hooks.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Provide all electrical equipment supports.
- B. Verify mounting height of all fixtures or items prior to installation when heights are not indicated.
- C. Install vertical support members for equipment and fixtures, straight and parallel to building walls.
- D. Provide independent supports to structural member for electrical fixtures, materials, or equipment installed in or on ceiling, walls or in void spaces and/or over furred or suspended ceilings.
- E. Do not use other crafts' fastening devices for supporting means of electrical equipment materials or fixtures.
- F. Do not use supports and/or fastening devices to support other than one particular item.
- G. Support conduits within 18" of outlets, boxes, panels, cabinets and deflections.
- H. Maximum distance between supports not to exceed eight (8) foot spacing.

SECTION 16190
SUPPORTING DEVICES

- I. All junction boxes, pull boxes or other conduit terminating housings located above suspended ceiling shall be securely suspended from the floor above or roof structure to prevent sagging and swaying.

END OF SECTION

SECTION 16475
OVERCURRENT PROTECTIVE DEVICES

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Fuses.
 - 2. Circuit Breakers.
- B. Related Sections:
 - 1. Section 16170, Circuit and Motor Disconnects.
 - 2. Section 16470, Panelboards.

1.02 SUBMITTALS

- A. Product Data:
 - 1. Provide instantaneous let-through current curves and average melting time current curves for fuses supplied to project.
 - 2. Provide product data and time/current trip curves for circuit breakers supplied to project.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Fuses: Bussmann Division, McGraw-Edison Co.; Shawmut Division, Gould Electronic.
- B. Circuit Breakers: General Electric, Siemens-Allis (ITE Electrical Products), Square-D and Westinghouse.

2.02 FUSES

- A. Characteristics: Dual element, time delay, current limiting, non-renewable type, rejection feature.
- B. Combination Loads: UL Class RK5, 1/10-600A.
- C. Motor Loads: UL Class RK5, 1/10-600A.
- D. Fuse Puller(s) for complete range of fuses.

2.03 CIRCUIT BREAKERS

- A. Molded Case Circuit Breakers:
 - 1. One, two or three pole, single handle common trip, rated 250VAC as specified on Drawings.
 - 2. Overcenter toggle-type mechanism, quick-make, quick-break action. Trip indication is by handle position.
 - 3. Calibrate for operation in 40°C ambient temperature.
 - 4. 15A-200A Breakers: Permanent trip unit containing individual thermal and magnetic trip elements in each pole.

SECTION 16475
OVERCURRENT PROTECTIVE DEVICES

5. Greater than 100A Breakers: Variable magnetic trip elements set by a single adjustment. Provide push-to-trip button on cover on breaker for mechanical tripping.
6. Provide removable load lugs, UL listed for compression type lugs, copper conductors only.

PART 3 EXECUTION

3.01 INSTALLATION

A. Circuit Breakers:

1. Provide circuit breakers, specified herein and on Drawings, for installation in panelboards, individual enclosures or combination motor starters.
2. Provide ground fault interrupter circuit breakers for equipment in damp or wet locations.
3. Provide device on handle to lock breaker in "ON" position for breakers feeding time switches, night lights and similar circuits required to be continuously energized.

END OF SECTION

SECTION 16500
LIGHTING

PART 1 GENERAL

1.01 SCOPE

- A. This Section includes indoor lighting fixtures and associated supports and lenses.

1.02 RELATED WORK

- A. Section 16110, Raceways and Fittings.
- B. Section 16120, Wires and Cables.
- C. Section 16130, Boxes.

PART 2 PRODUCTS

2.1 GENERAL

- A. The fixtures listed on the Drawings indicate manufacturer, fixture design, appearance and performance desired. Listed catalog numbers shall not be considered to specify all requirements. These fixtures shall be modified, if necessary to comply with the subsequent specification.
- B. All lighting fixtures must bear UL labels.
- C. Fixture component parts shall be manufactured and/or assembled at the manufacturing plant for shipment in one or more packages. The shipment from the fixture manufacturer shall include integrally mounted and/or remote mounted ballasts where ballasts are required.

2.02 FLUORESCENT FIXTURES

- A. Fixture Construction: Fixtures shall be constructed of rust protected steel or aluminum, finished with baked white enamel of the non-modified acrylic or alkyd base type. The entire fixture shall be finished in this manner except where other rim, finishes, louvers or nonferrous reflecting surfaces are specified. Reflectance of all light reflecting surfaces shall be 85% minimum. Modify fixtures as indicated.
- B. Ballasts Design: Two lamp ballasts shall be energy-saving type equal to Advance Mark III, UL listed to operate F40T12 rapid start lamps for both the standard 40 watt lamps and the reduced wattage (approximately 35 watts) energy-saving lamps. Lamp output shall be within 5% of nominal rating. Energy-saving type ballasts shall not be used in ambient temperatures below manufacturer's recommendations.
- C. Lenses: Provide lenses and diffusers as scheduled. Plastic lenses shall be virgin acrylic type, pattern and thickness as scheduled. Minimum thickness of .125-inch or thicker if specified.

SECTION 16500
LIGHTING

2.03 INCANDESCENT FIXTURES

A. Provide fixtures of shape, size and finished scheduled.

2.04 LAMPS

A. Provide lamps manufactured by General Electric, Philips or Sylvania.

1. Fluorescent: Provide G.E., Philips or Sylvania lamps of the size and color scheduled.
2. Incandescent: Provide 120 volt lamps of the wattage and type scheduled or as recommended by the fixture manufacturer where not otherwise indicated.

2.05 SPECIAL ACCESSORIES

A. Provide all accessories, such as plaster frames, T-bar hangers, swivels, stems, canopies, brackets, adapters and cords necessary to mount all fixtures in a proper and approved method, both structurally and for appearance.

PART 3 EXECUTION

3.01 STANDARD PLASTER FRAMES

A. Provide plaster frames if required for all recessed lighting fixtures installed in plaster or drywall ceilings.

3.02 SUPPORTS

A. Properly support and align fixtures and provide all necessary steel shapes for support. Coordinate complete fixture installation with the building construction. Verify ceiling types in all areas prior to ordering fixtures. No fixture shall be supported by ceiling tile. Secure fixtures to ceiling members with approved clips.

3.03 COMMON DETAILS

- A. Adjust all incandescent fixture sockets to match the lamp specified and aim all adjustable fixtures as directed.
- B. Square and rectangular fixtures shall be mounted with sides parallel to building lines and parallel with ceiling lines.
- C. Verify all ceiling systems and coordinate fixture type and accessories prior to ordering fixtures.

END OF SECTION

DATE SUBMITTED May 8, 1989

(For Clerk's Use)

Meeting Date 5/16/89

Agenda No. # 28

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Reports of NE and N. Portland Service Fund Planning Groups

Informal Only* May 16, 1989
(Date)

Formal Only _____
(Date)

DEPARTMENT Human Services DIVISION Administration

CONTACT Maggie Gareau TELEPHONE 248-3782

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Duane Zussy, Charles Ford, Diane Feldt

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

On February 23, 1989, The Board of County Commissioners appointed two planning groups to make recommendations on how service funds should be spent in North and Northeast Portland. These planning groups have formulated their recommendations and are ready to present them to the Board.

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

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☒ POLICY DIRECTION ☐ APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 30 Minutes

IMPACT:

PERSONNEL

☐ FISCAL/BUDGETARY

☐ General Fund

Other _____

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: Duane Zussy

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.

DATE SUBMITTED 5-8-89

(For Clerk's Use)

Meeting Date 5/16/89
Agenda No. # 3 pm

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Review of Pretrial Process

Informal Only* May 16, 1989
(Date)

Formal Only _____
(Date)

DEPARTMENT Justice Services DIVISION Admin. & Planning

CONTACT John Angell TELEPHONE 248-3701

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD John Angell, Mary Toborg, John Bellsai

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

Review of research completed on the pretrial process.

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

ACTION REQUESTED:

☒ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☐ APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 20 minutes

IMPACT:

PERSONNEL

☐ FISCAL/BUDGETARY

☐ - General Fund

Other _____

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: John Angell

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.

DATE SUBMITTED 5-8-89

(For Clerk's Use)

Meeting Date 5/16/89
Agenda No. #4 pm

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Justice Services Final Report

Informal Only* May 16, 1989
(Date)

Formal Only _____
(Date)

DEPARTMENT Justice Services DIVISION Admin. & Planning

CONTACT John Angell TELEPHONE 248-3701

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD John E. Angell

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

John Angell to make final report on Department of Justice Services

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

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☐ APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 20 minutes

IMPACT:

PERSONNEL

☐ FISCAL/BUDGETARY

☐ General Fund

Other _____

SIGNATURES:

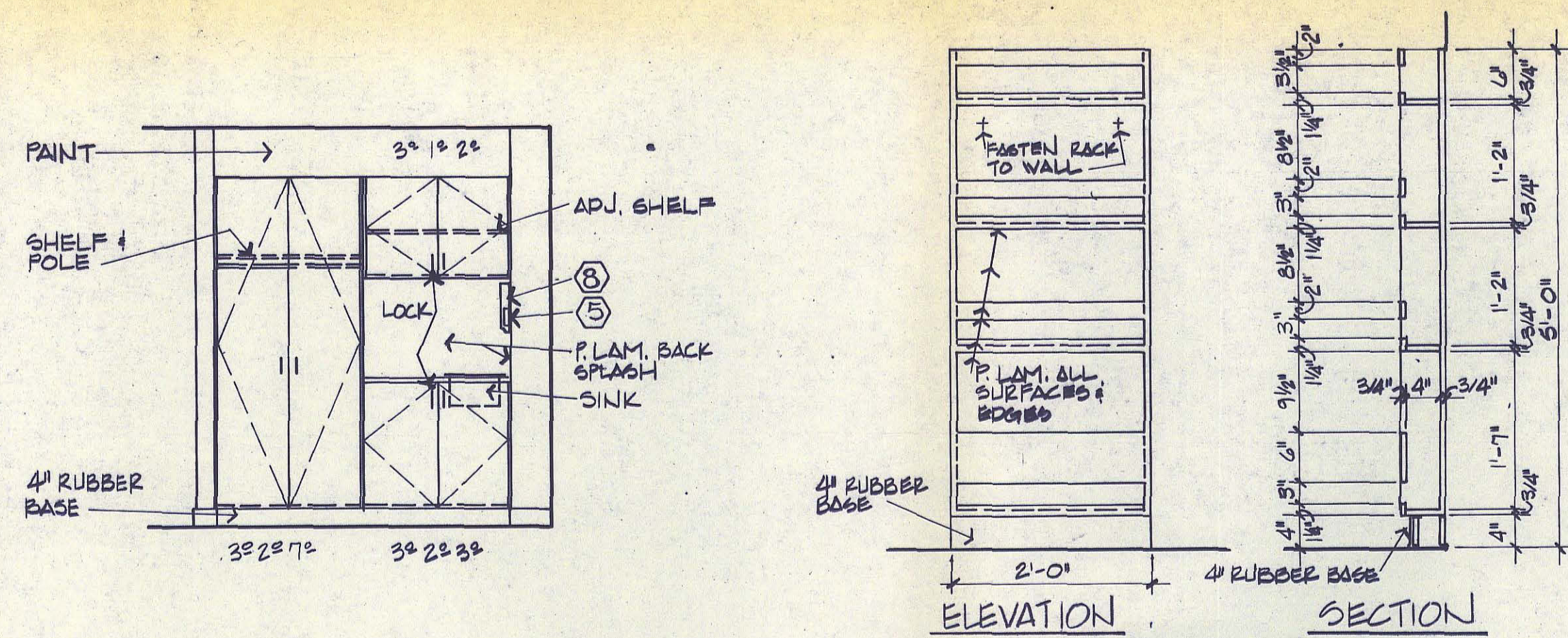
DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: John Angell

BUDGET / PERSONNEL _____

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

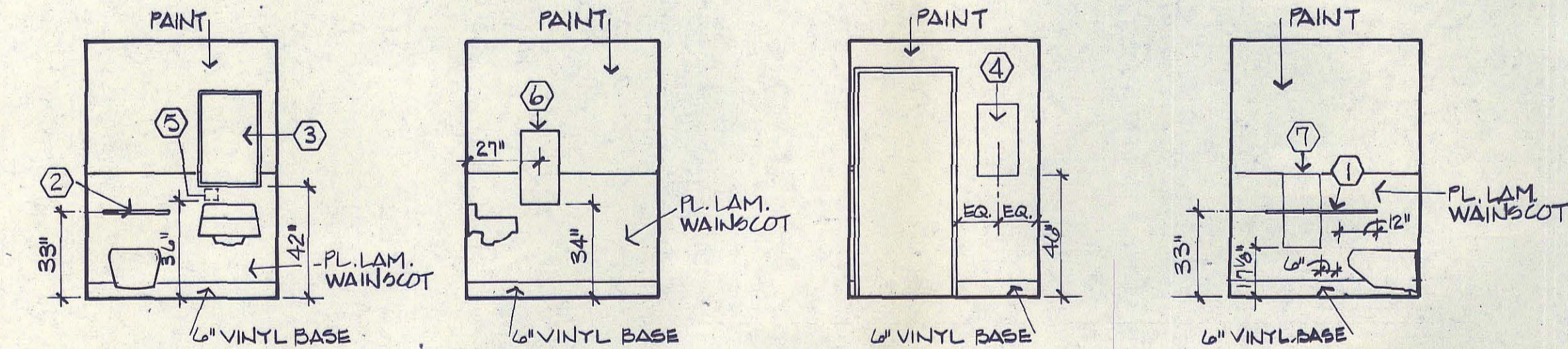
OTHER _____
(Purchasing, Facilities Management, etc.)

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



2 MAGAZINE RACK

1 INT. ELEVATION

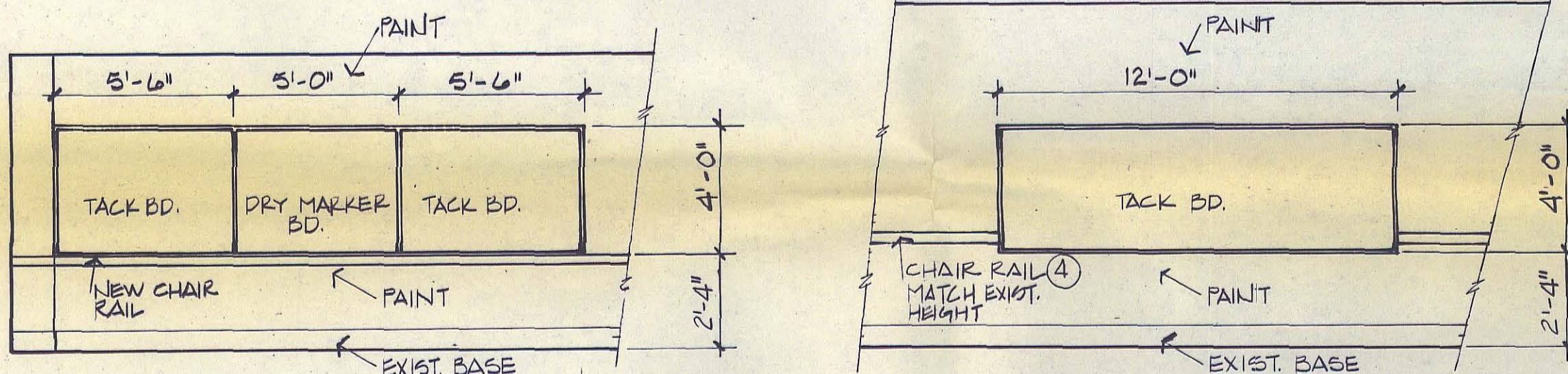


3 INT. ELEV.

4 INT. ELEV.

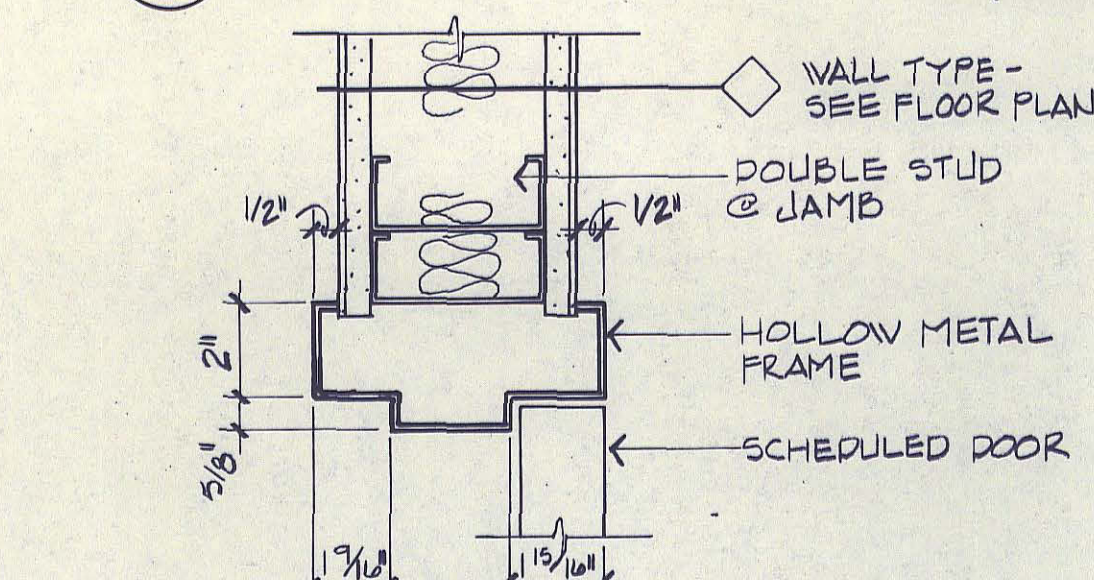
5 INT. ELEV.

6 INT. ELEV.

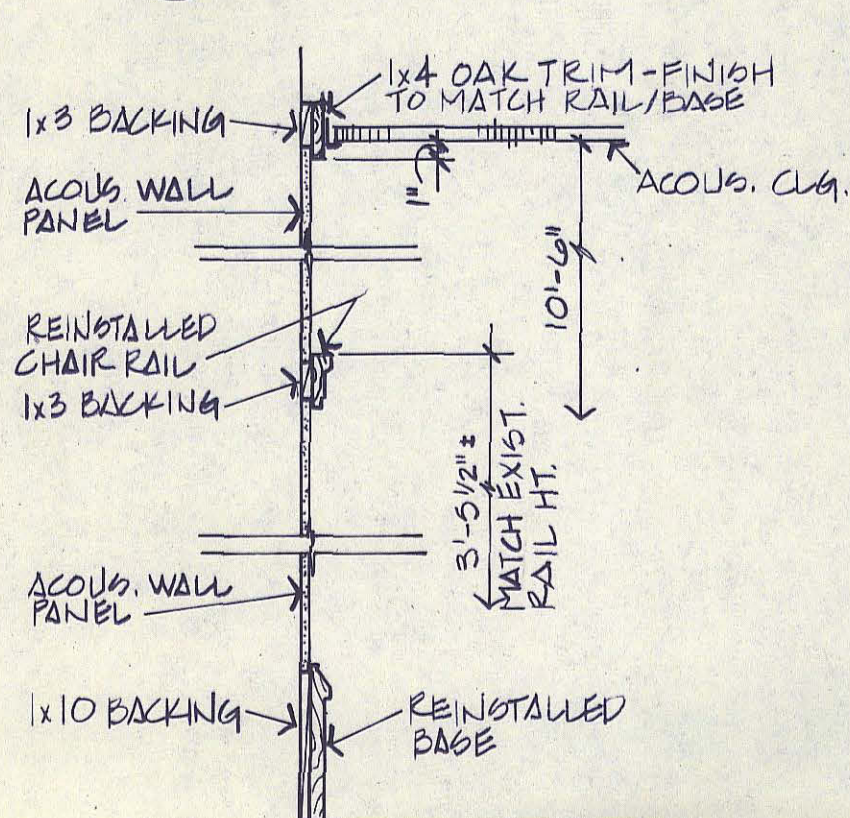


8 INT. ELEV.

9 INT. ELEV.

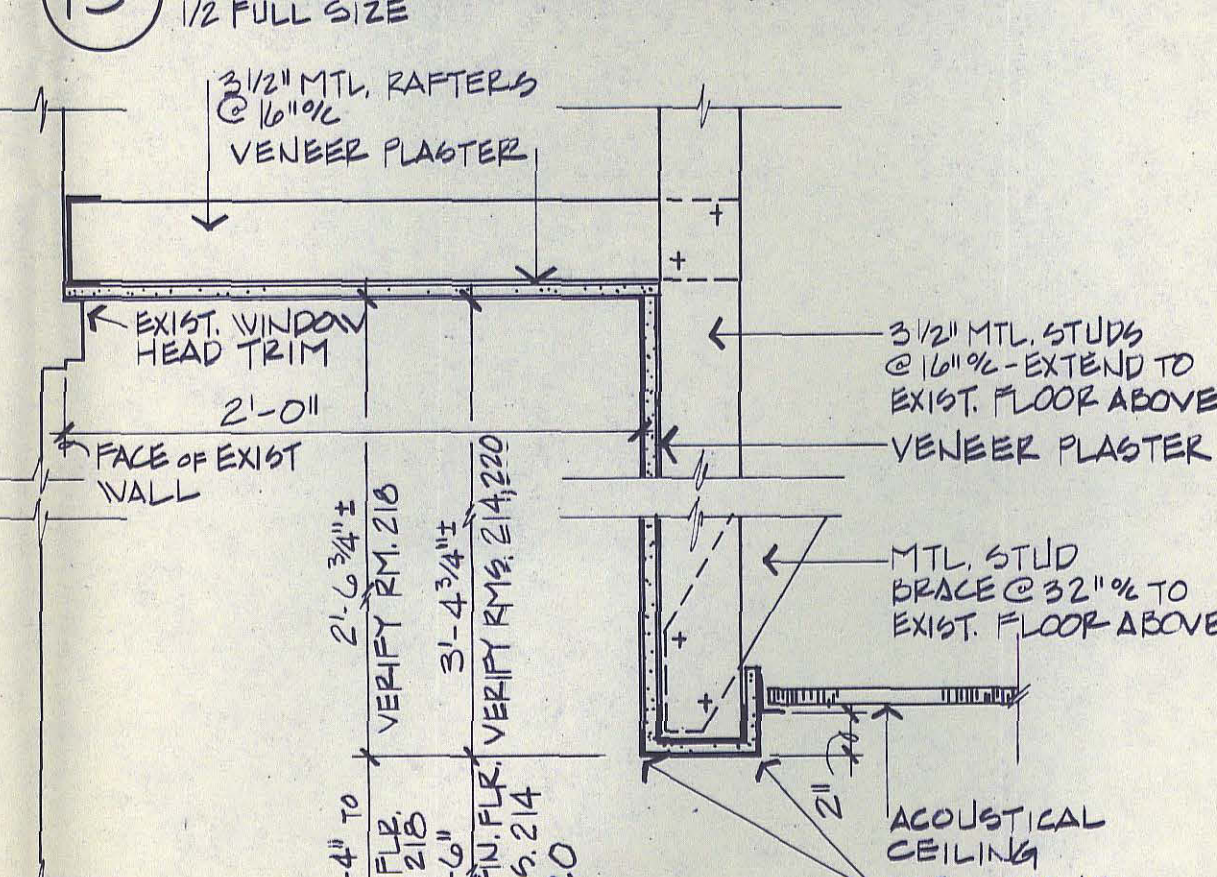


12 JAMB DETAIL (HEAD SIM.)

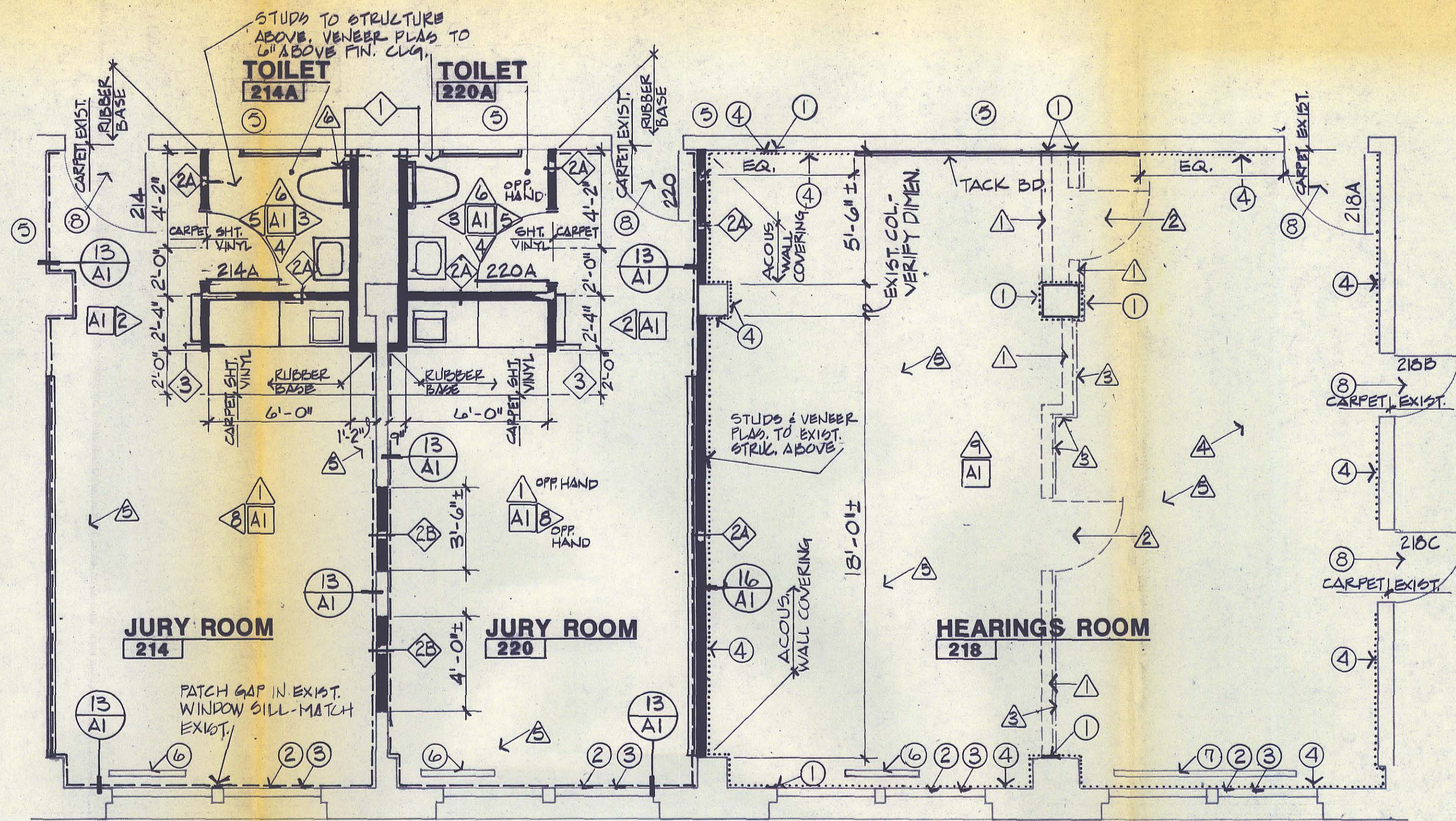


16 ACOUS. WALL DETAIL

13 CHAIR RAIL INDICATED



14 CEILING SOFFIT



7 FLOOR PLAN

DEMOLITION NOTES INDICATED: X

1. REMOVE WALL.
2. REMOVE DOOR, FRAME AND TRIM - STORE AS DIRECTED BY OWNER.
3. REMOVE EXISTING CHAIR RAIL/BASE STRIP AND REFINISH AND REINSTALL.
4. REMOVE EXISTING CEILING.
5. REMOVE MISC. FLOOR FIXTURES AND FILL WITH PATCH ALL OR TILE READY TO RECEIVE NEW FINISHES.

REMODEL NOTES INDICATED: O

1. PATCH AND FINISH WALL TO MATCH EXISTING ADJACENT SURFACES.
2. REFINISH EXISTING WINDOWS, SAND OR STRIP AS REQUIRED.
3. NEW WINDOW COVERINGS - NOT IN CONTRACT.
4. STAIN, VARNISH AND INSTALL EXISTING CHAIR RAIL AND WOOD BASE.
5. FILL IN ALL EXISTING OPENINGS ABOVE CEILINGS WITH SIMILAR MATERIALS. CONTRACTOR VERIFY NUMBER AND SIZE.
6. REMOVE/REINSTALL EXISTING RADIATOR TO FINISH WALL/BASE BEHIND.
7. PAINT EXISTING RADIATOR COVER.
8. TOUCH-UP STAIN/VARNISH EXISTING DOOR AND FRAME BOTH SIDES.

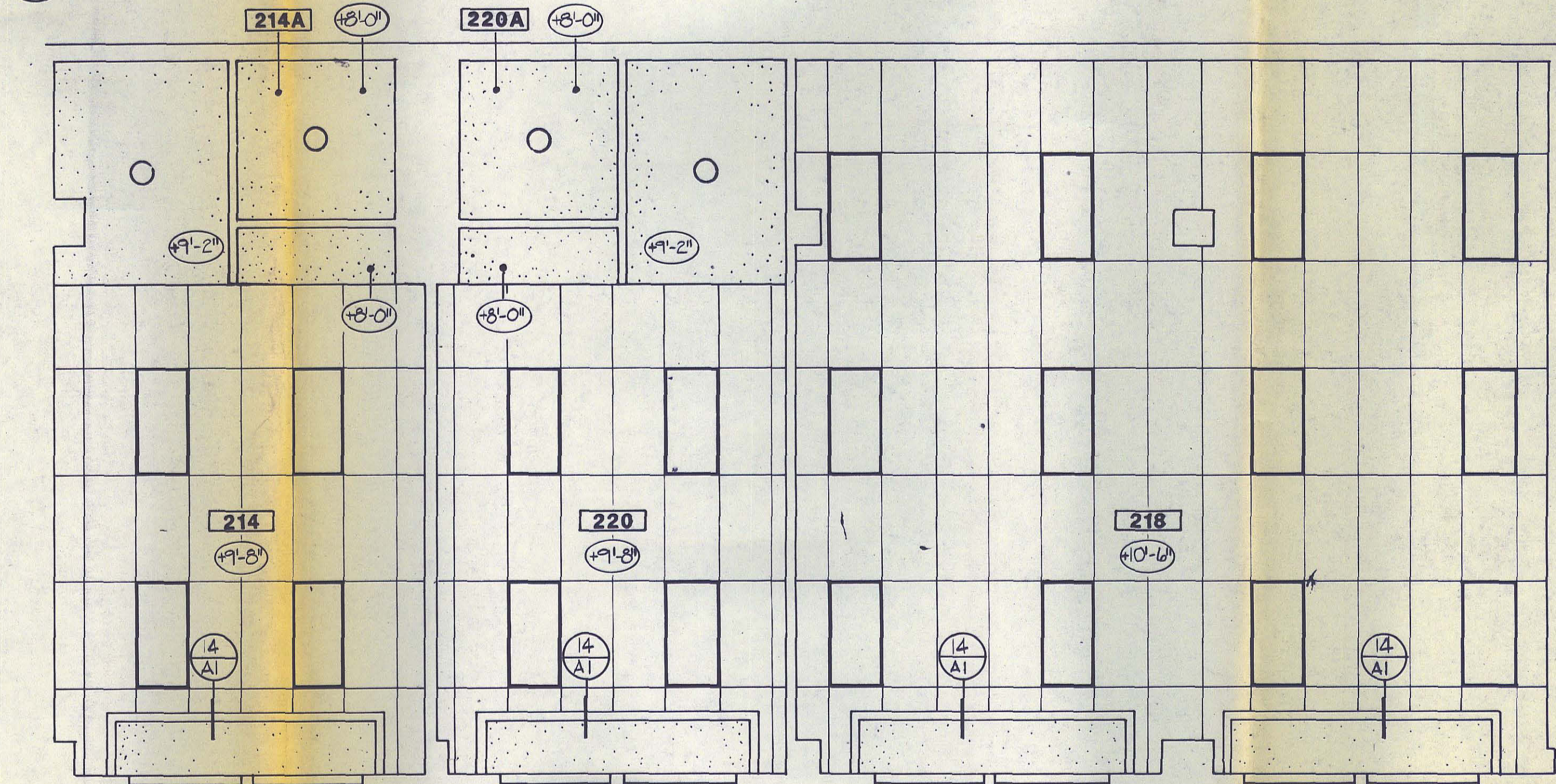
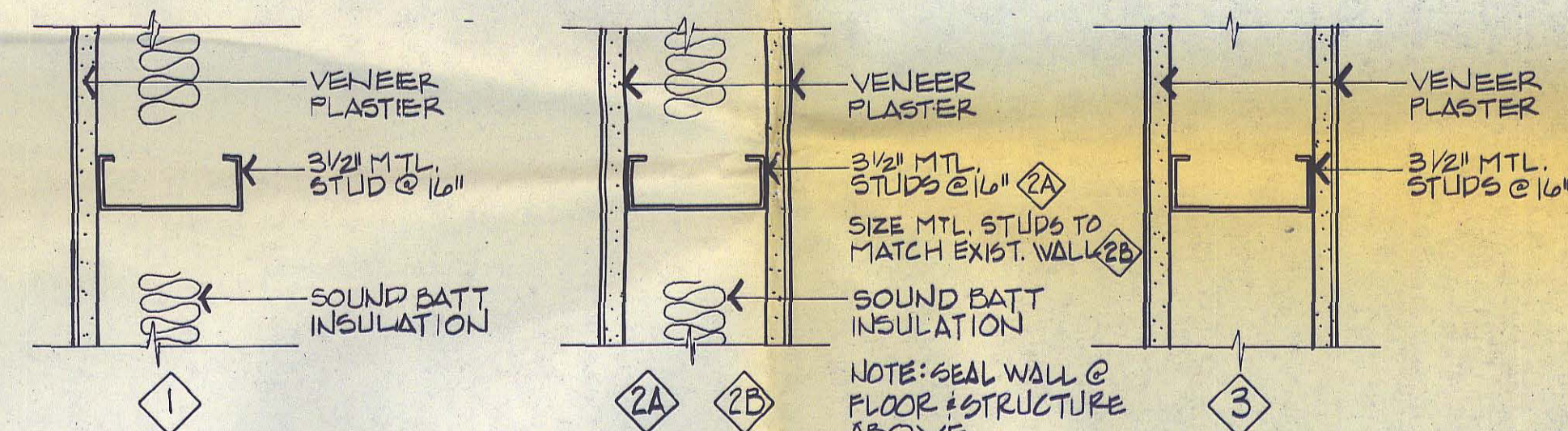
TOILET ACCESSORIES - INDICATED: C

1. GRAB BAR - 10800, 3.04.A
2. GRAB BAR - 10800, 3.04.B
3. FRAMED MIRROR (24" X 36") - 10800, 3.04.C
4. SANITARY NAPKIN DISPENSER - 10800, 3.04.D
5. SOAP DISPENSER - 10800, 3.04.E
6. PAPER TOWEL DISPENSER - 10800, 3.04.F
7. TOILET PAPER DISPENSER/NAPKIN DISPOSAL/SEAT COVER DISPENSER - 10800, 3.04.G
8. PAPER TOWEL DISPENSER - 10800, 3.04.H

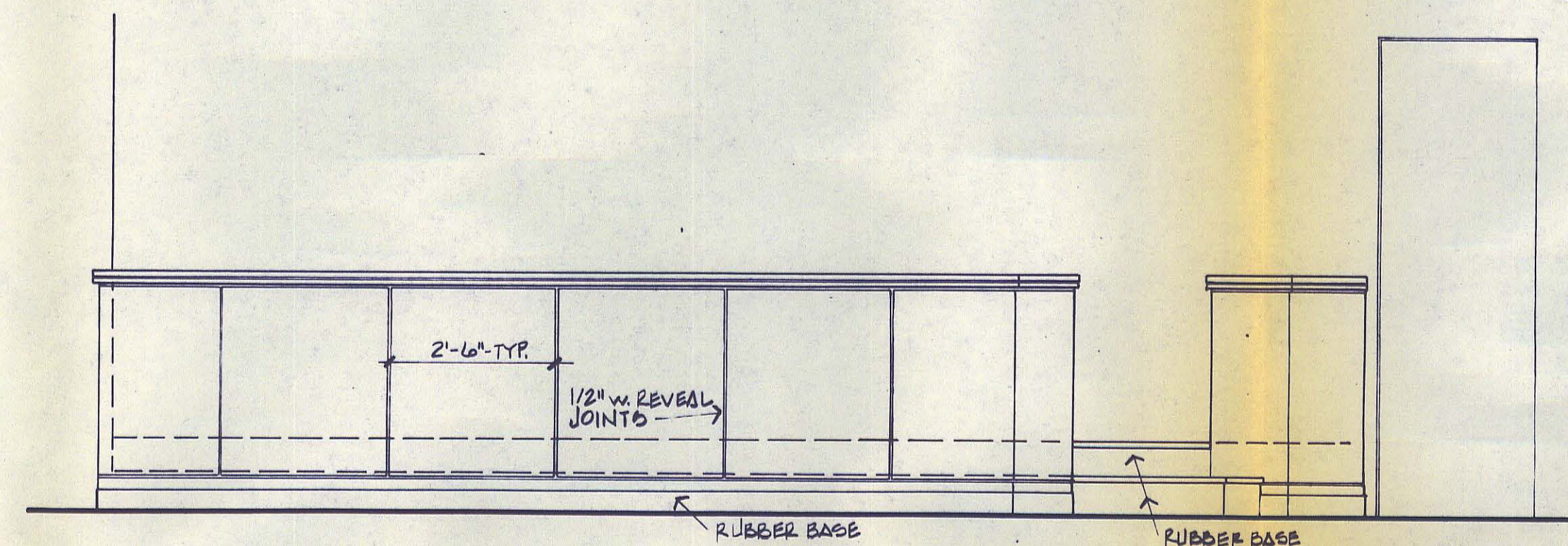
10 NOTES

N.T.S.

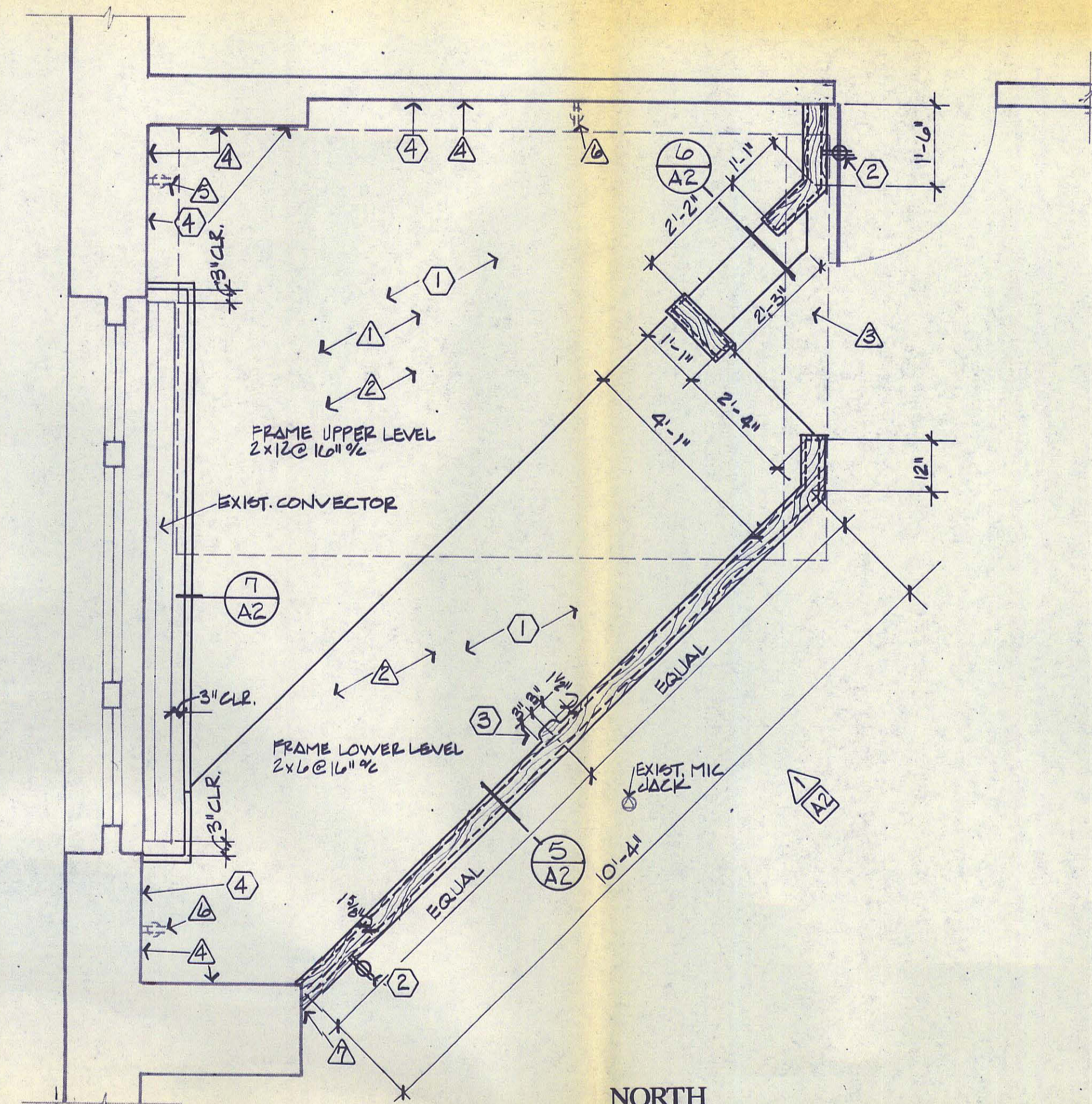
11 WALL TYPES



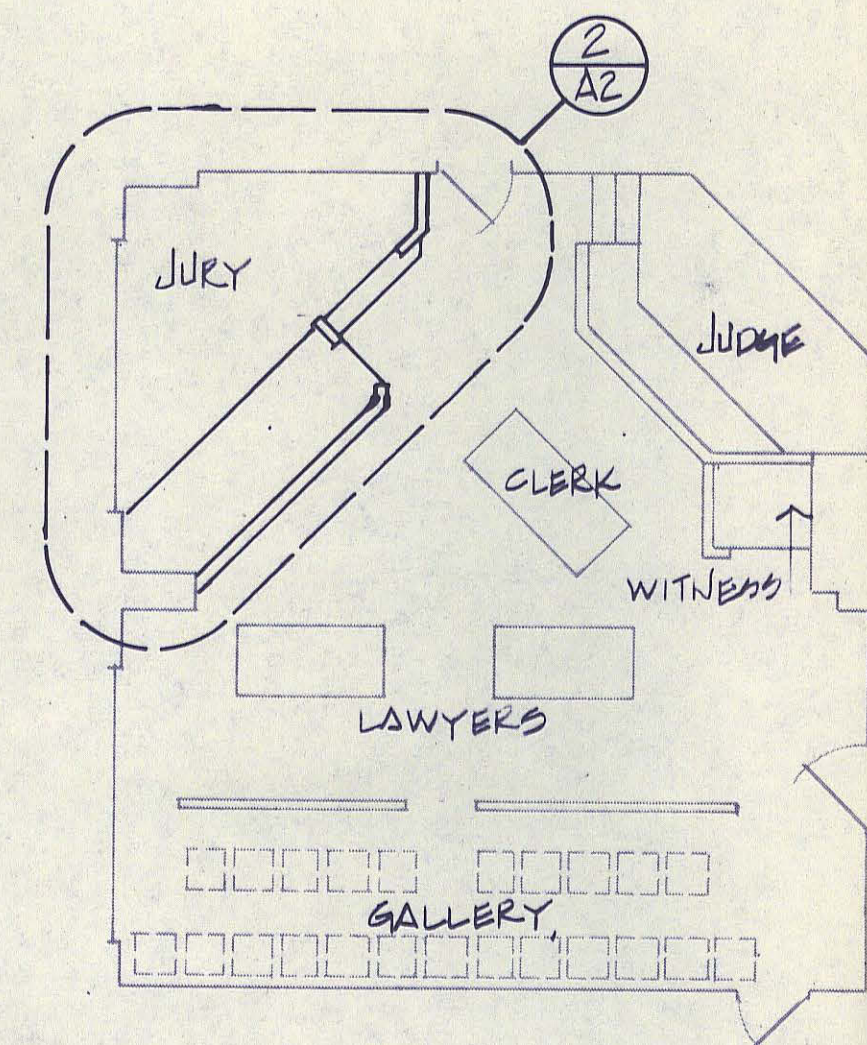
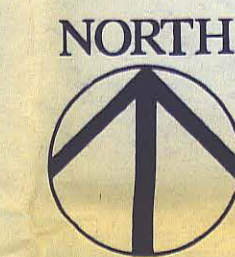
15 REFLECTED CEILING PLAN



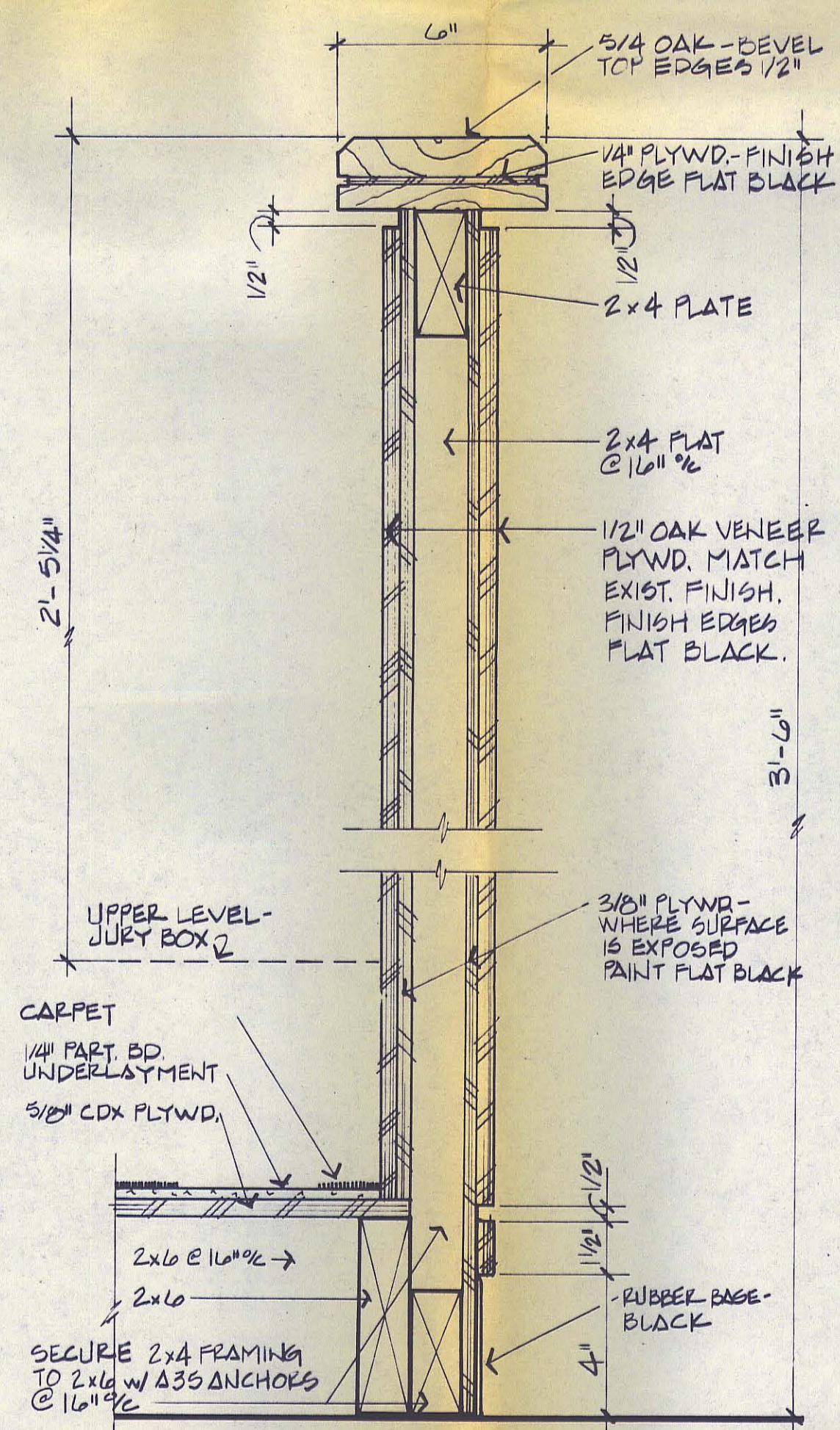
1 ELEVATION - JURY BOX
1/2" = 1'-0"



2 JURY BOX PLAN
1/2" = 1'-0"



3 FLOOR PLAN - RM. 222
1/8" = 1'-0"

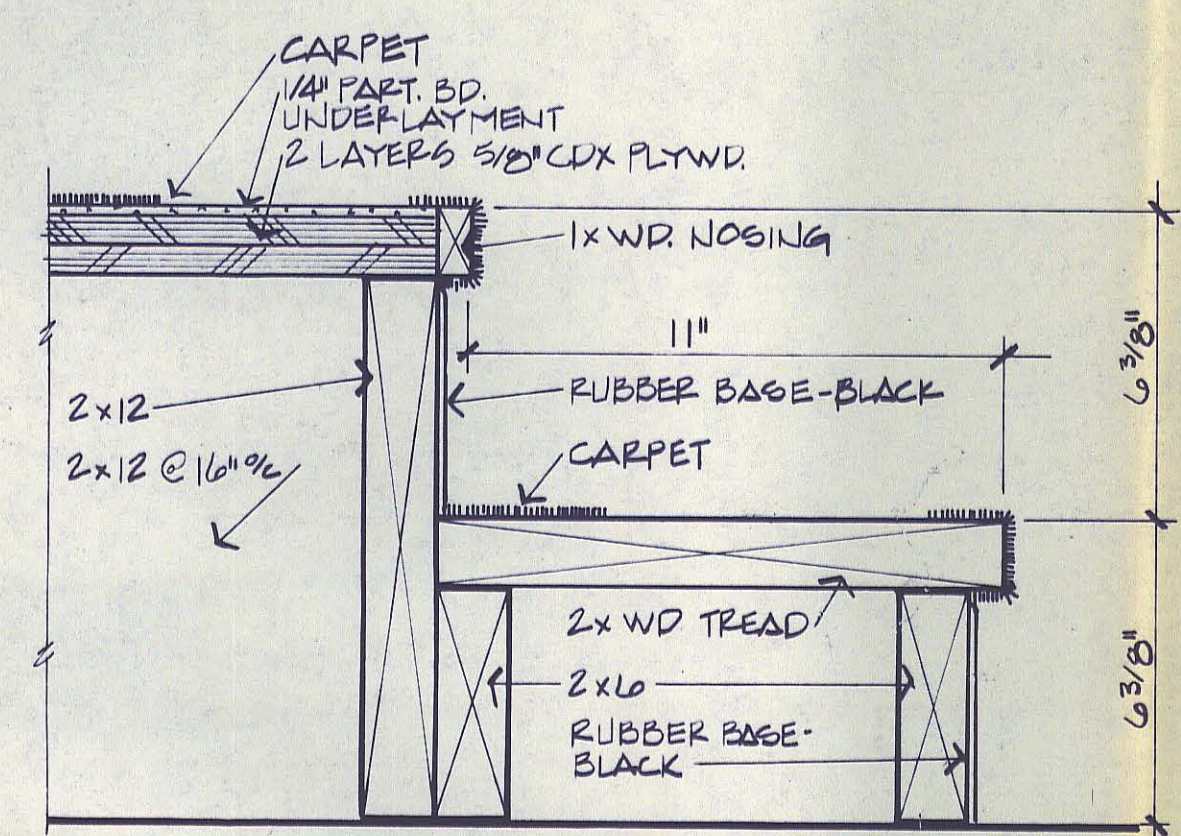


4 DETAIL AT JURY BOX WALL
3/4" = 1'-0"

DEMOLITION NOTES INDICATED: △

1. REMOVE JURY BOX PLATFORM.
2. REMOVE EXISTING CARPET.
3. REMOVE EXISTING STEP.
4. REMOVE EXISTING WOOD BASE. STORE PER OWNER'S INSTRUCTIONS.
5. REMOVE EXISTING RECEPTACLE AND BLANK OFF BOX WITH COVER.
6. REMOVE RECEPTACLE AND RELOCATE TO LOCATION INDICATED.
7. REMOVE PORTION OF WAINSCOT CAP AND PANELING TO ACCOMMODATE NEW JURY BOX WALL.

5 DEMOLITION NOTES
N.T.S.

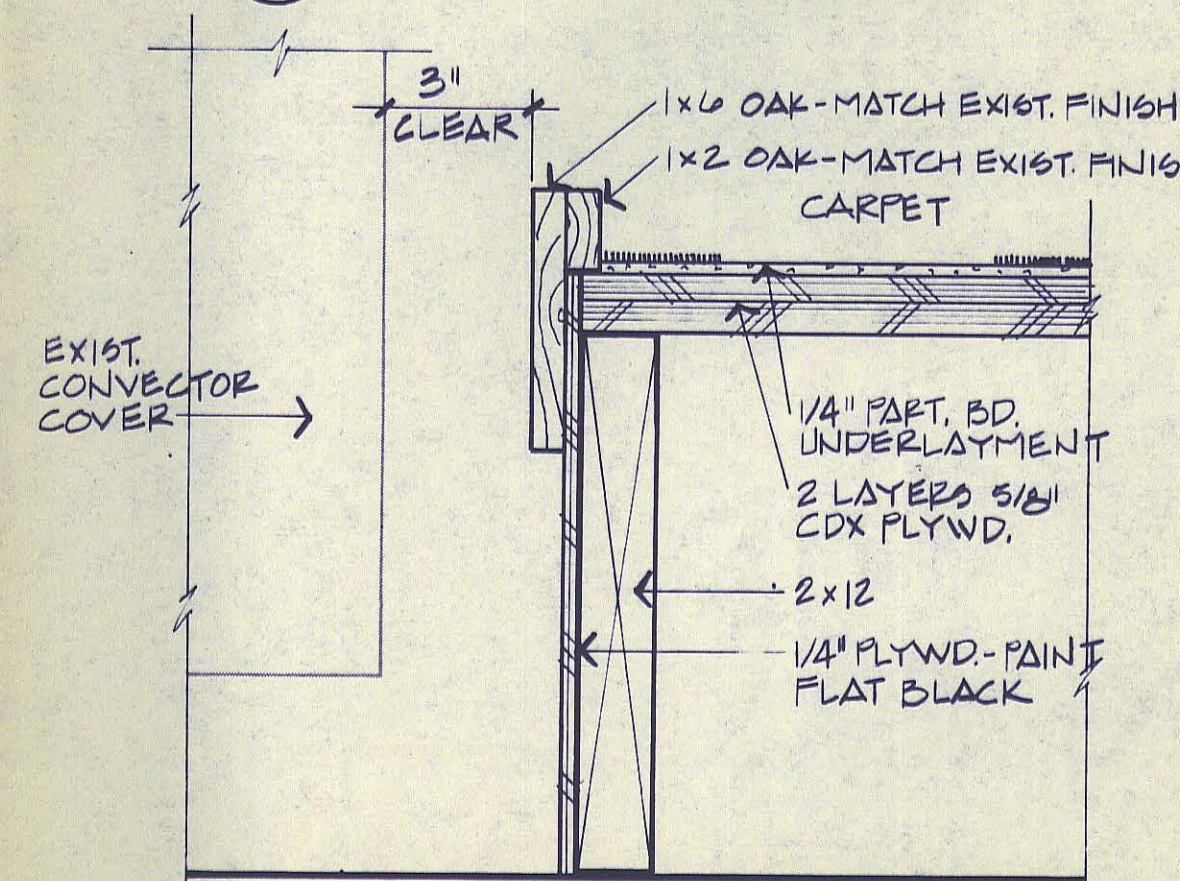


6 DETAIL AT JURY BOX STEPS
3/4" = 1'-0"

REMODEL NOTES INDICATED: ○

1. INSTALL NEW CARPET. OWNER SELECT
2. INSTALL DUPLEX RECEPTACLE THROUGH RUBBER BASE.
3. ENLARGE TOP RAIL TO PROVIDE MIC REST.
4. INSTALL NEW CARPET AGAINST EXISTING FINISH WALL WITHOUT RUBBER BASE.

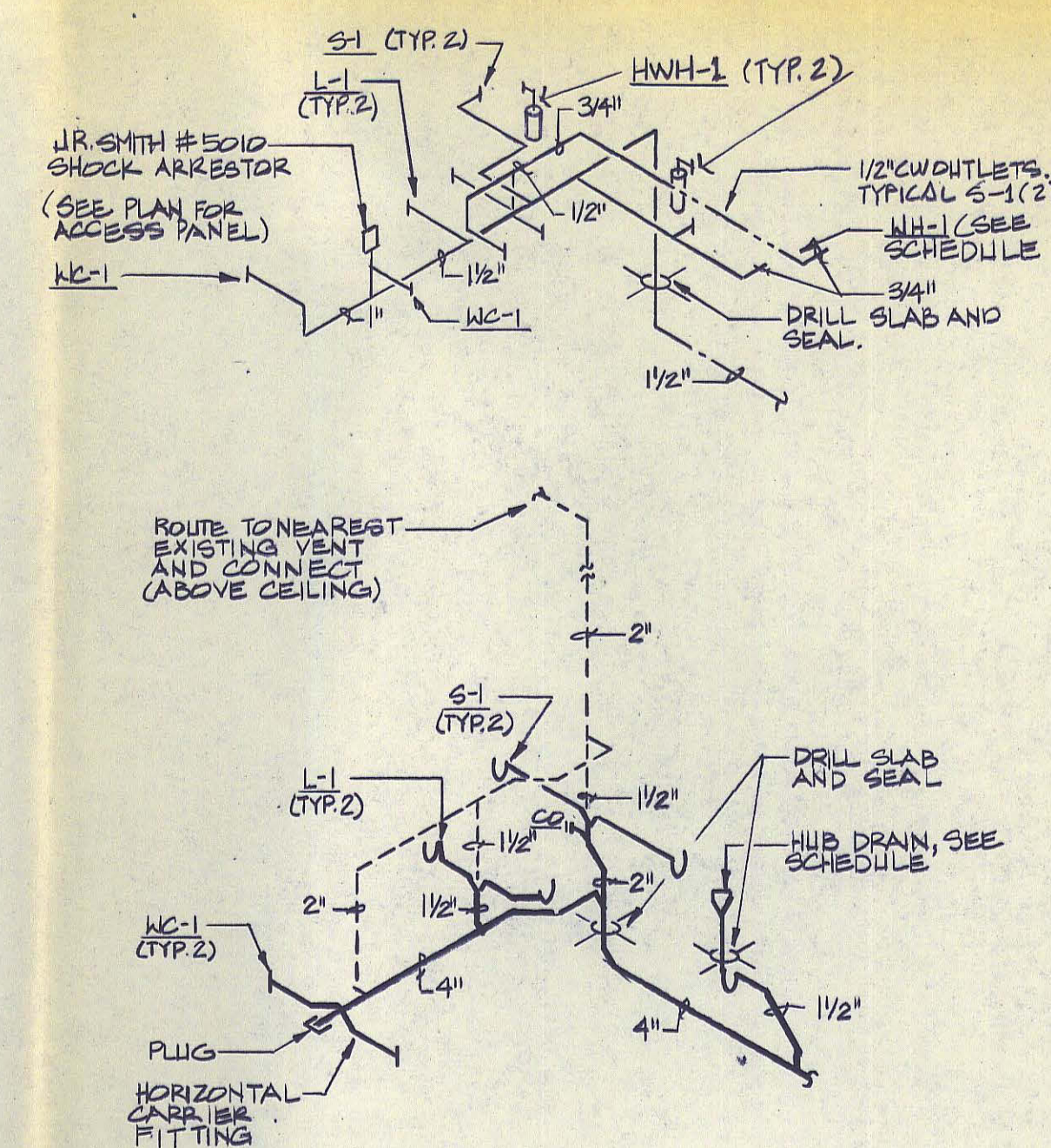
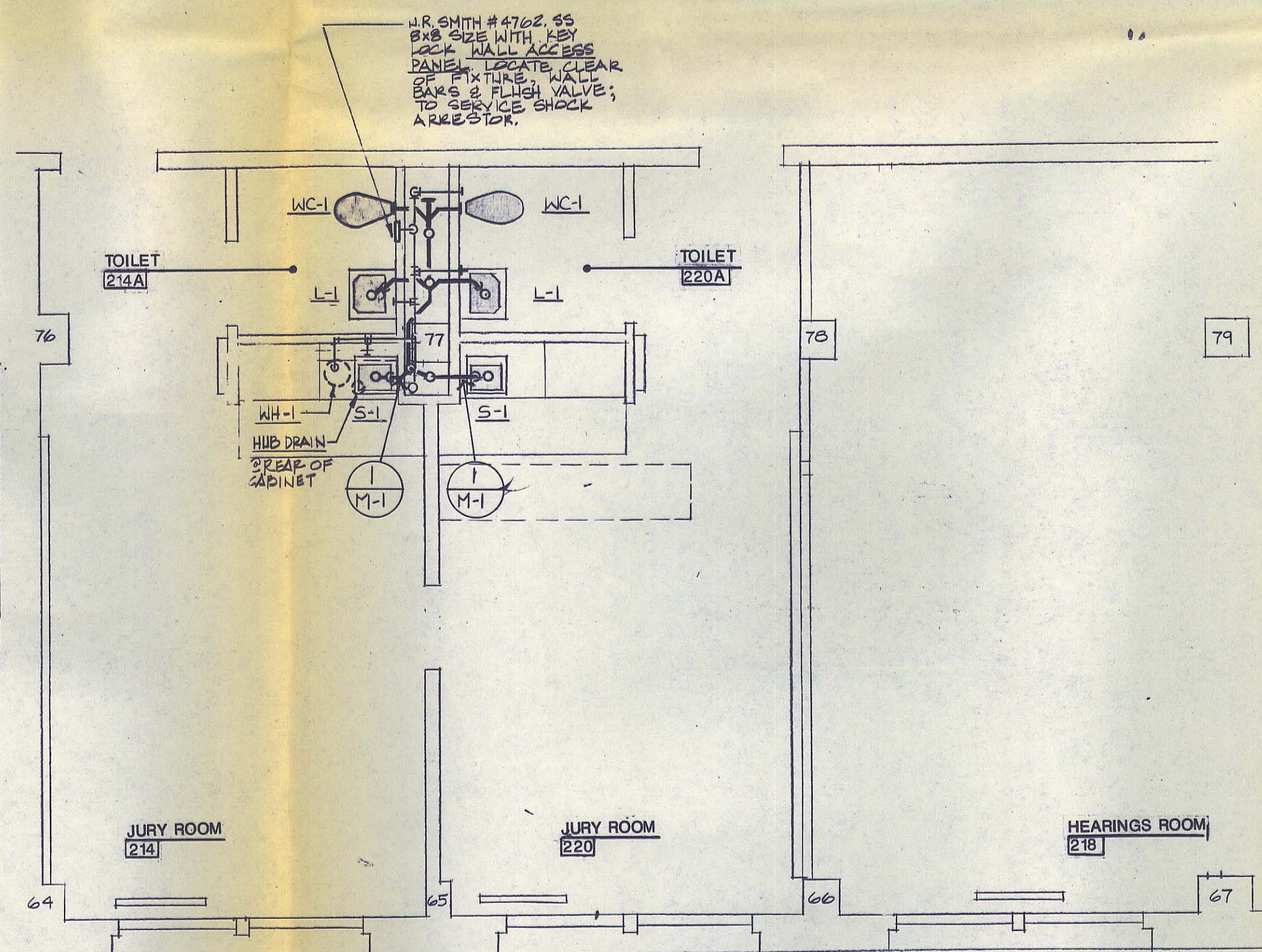
7 REMODEL NOTES
N.T.S.



8 DETAIL AT CONNECTOR
3/4" = 1'-0"

M 1

SCALE: $\frac{1}{4}'' = 1'-0''$



WASTE/ VENT/ WATER DIAGRAMS

SCALE: $\frac{1}{4}'' = 1'-0''$

SYMBOL SCHEDULE

	FLUORESCENT FIXTURE, SURFACE MOUNTED 1 X 4
	FLUORESCENT FIXTURE, RECESSED 1 X 4
	FLUORESCENT FIXTURE, RECESSED 2 X 4
	SINGLE POLE SWITCH
	DUPLEX RECEPTACLE IN WALL
	DOUBLE DUPLEX RECEPTACLE IN WALL
	DUPLEX RECEPTACLE, GROUND FAULT INTERRUPTION
	JUNCTION BOX WITH BLANK COVER
	TELEPHONE OUTLET WITH 3/4" C STUBBED TO NEAREST ACCESSIBLE CEILING SPACE OR CRAWL SPACE WITH INSULATING PLASTIC BUSHING AT TERMINATION
	FLEXIBLE CONNECTION TO EQUIPMENT
	CONDUIT ELLED UP
	CONDUIT ELLED DOWN
	BRANCH CIRCUIT CONCEALED IN WALLS OR CEILING
	TRANSFORMER, EDWARDS 590 WITH 593 BRACKET AND 2-GANG BLANK PLATE
	BUZZER, EDWARDS 661 WITH 1-GANG PLATE SIMILAR TO HUBBELL PJ26
	PUSHBUTTON, EDWARDS

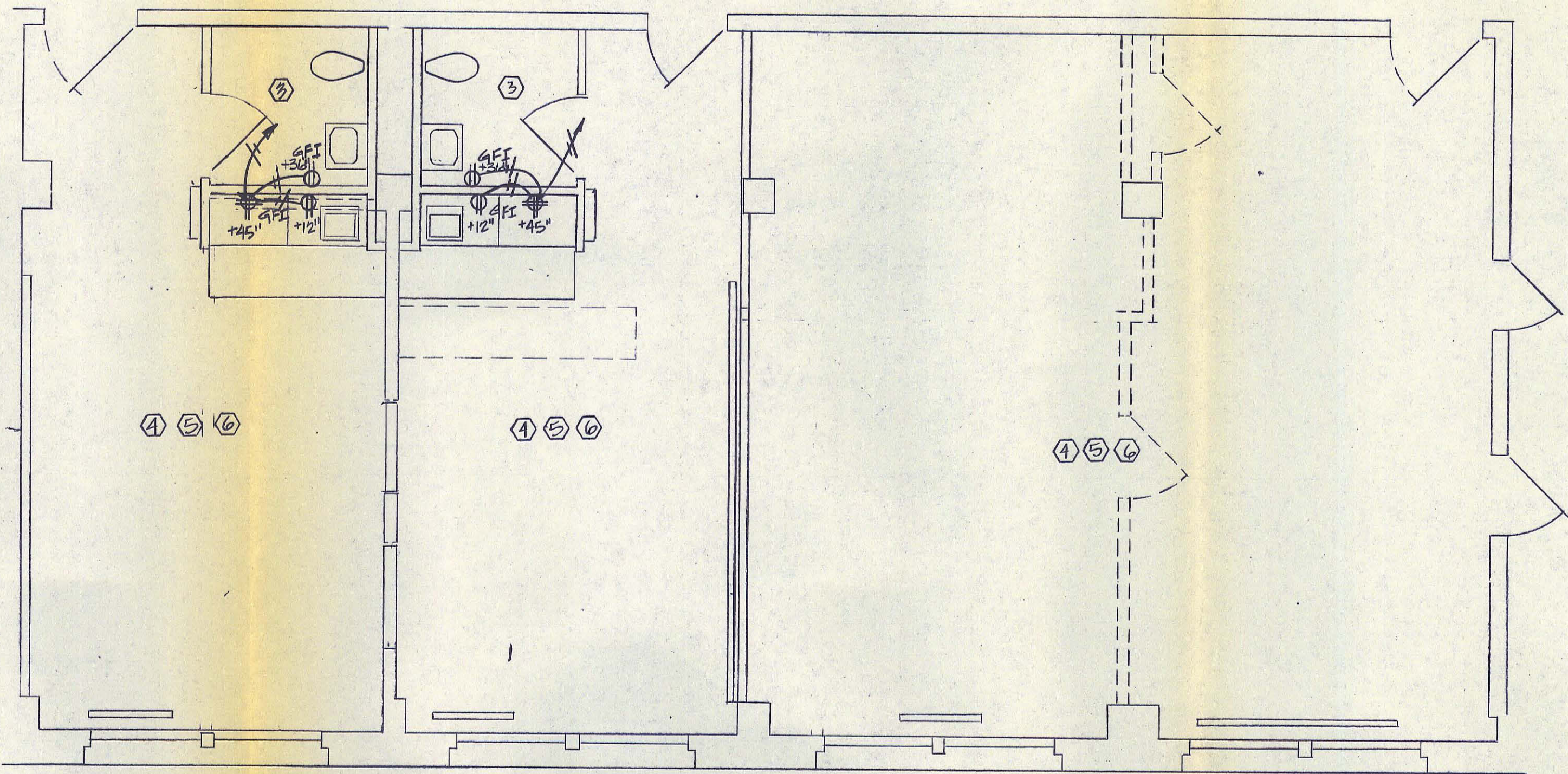
FIXTURE SCHEDULE

TYPE 'A': 2' X 4' RECESSED FLUORESCENT FIXTURE, 3-F40RS LAMPS. 120V OPERATION. .125" INDUSTRY STANDARD 100% VIRGIN ACRYLIC LENS. LITHONIA 2GT SERIES, DAY-BRITE, GLOBE, KEENE, OR APPROVED SUBSTITUTE.

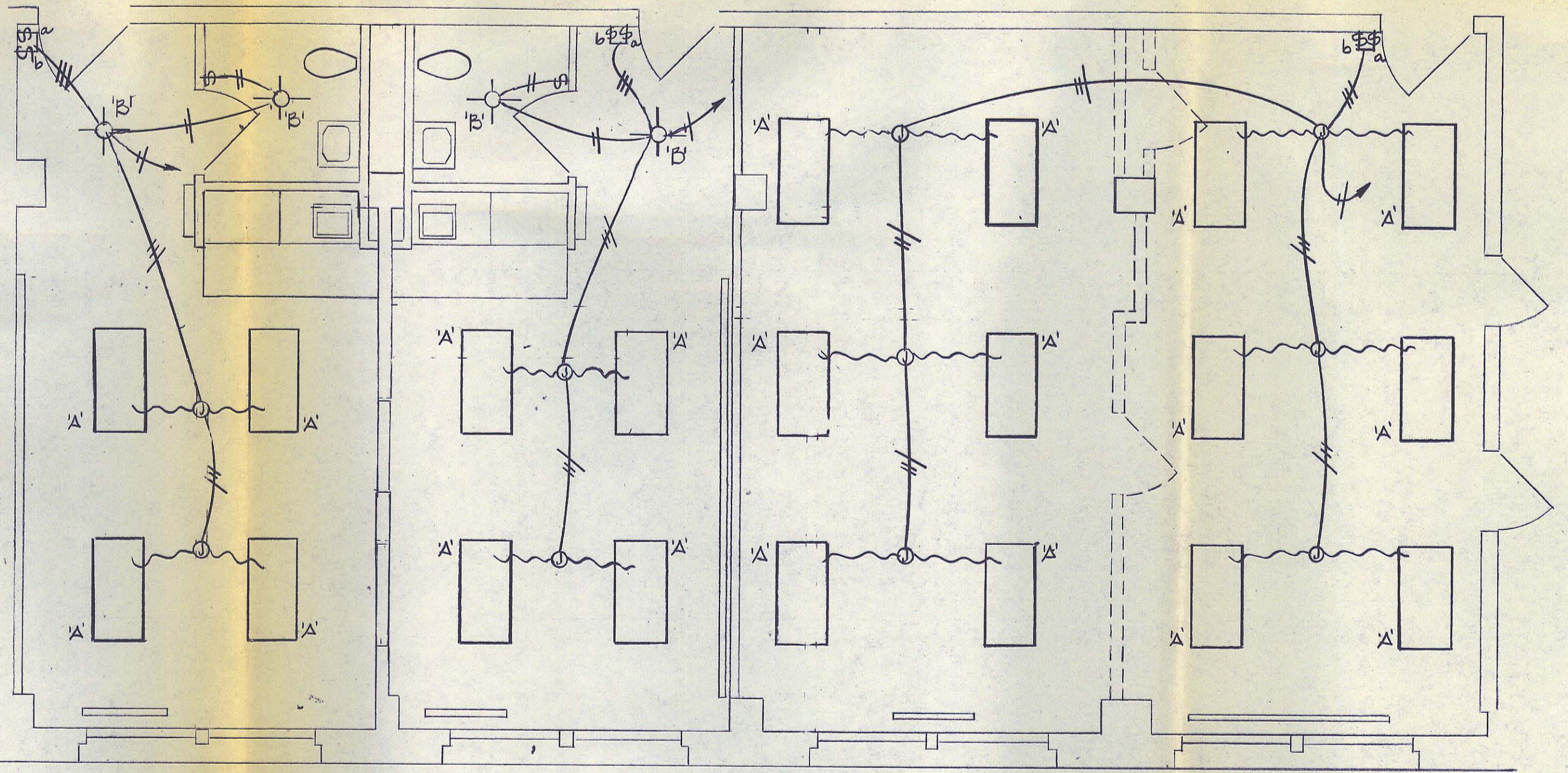
TYPE 'B':

NOTES THIS SHEET

- ③ REMOVE ALL EXISTING OUTLETS, POWER AND TELEPHONE FROM TOILET ROOMS 302C, 412B AND 412E.
 - ④ REMOVE ALL EXISTING ELECTRICAL AND TELEPHONE FROM WALLS BEING REMOVED.
 - ⑤ REPAIR AND/OR REPLACE ALL EXISTING RECEPTACLES AND COVERS AS REQUIRED. MATCH EXISTING FOR REPLACEMENT.
 - ⑥ MAINTAIN ALL EXISTING RECEPTACLES IN AREAS NOT BEING REMOVED AS ACTIVE CIRCUITS.
- GENERAL NOTES
- RE-USE EXISTING LIGHT CIRCUITS FOR NEW LIGHTING LAYOUT, AND EXISTING POWER CIRCUITS FOR NEW PLUG LAYOUT.
- CONNECT SWITCH A TO TWO OUTSIDE TUBES AND SWITCH B TO CENTER TUBE TYPE 'A' FIXTURE.
- REMOVE EXISTING LIGHT SWITCHES NOT BEING REUSED AND PROVIDE AND INSTALL A BLANK COVER TO MATCH EXISTING PLATE.



1. FLOOR PLAN - POWER & SIGNAL
1/4"=1'-0"



2. FLOOR PLAN - LIGHTING
1/4"=1'-0"