

METROPOLITAN EXPOSITION-RECREATION COMMISSION

RESOLUTION NO. 138

Approving a Request for Bids and expenditure of funds presently not allocated in the Capital Expenditure Budget and authorizing the General Manager or designee to award and enter into on behalf of the Commission, a contract with a successful Bidder for conversion of the Memorial Coliseum oil-fired boilers to natural gas, contingent upon the successful Bidder's compliance with all stipulations and requirements as set forth by the Commission in the Bid Documents and provided that the Bid Amount does not exceed forty thousand dollars (\$40,000).

The Metropolitan Exposition-Recreation Commission finds:

1. That the present oil-fired boiler system at Memorial Coliseum has become no longer financially feasible due to various issues associated with the underground fuel oil storage tank.

2. That the aforementioned issues include a fifty thousand dollar (\$50,000) environmental contingency fund assessment to be paid to the Metropolitan Service District on a yearly basis, inevitable tank replacement in the near future (estimated at \$35,000) and DEQ monitoring requirements that become more stringent each year (cost not determined).

3. That the present energy consumption costs between natural gas and fuel oil in this application are somewhat equivalent.

4. That converting to natural gas burners will reduce maintenance expenditures and environmental emissions.

5. That the cost of the conversion of the two boilers will not exceed forty thousand dollars (\$40,000).

6. That funds for this conversion are presently not allocated in the 1991/92 fiscal capital budget.

7. That due to the time of year it would be advantageous to expedite the contract award process by authorizing the General Manager or designee to award and enter into on behalf of the Commission, a contract with a successful bidder, contingent upon that Bidder's compliance with all stipulations of the Bid Document and provided that the Bid does not exceed forty thousand dollars (\$40,000).

BE IT THEREFORE RESOLVED:

1. That the Commission approves the Bid Documents and authorizes the staff to issue a Request for Bids for conversion of the Memorial Coliseum oil-fired boilers to natural gas.

2. That the Commission authorizes the allocation of up to forty thousand dollars to be expended for the conversion from the Memorial Coliseum Capital Expenditure Fund for 1991/92 fiscal year.

3. That the Commission authorizes the General Manager or designee to award a contract to the successful Bidder, provided that the Bidder has complied with all stipulations of the Bid Document and that the Bid does not exceed forty thousand dollars (\$40,000).

Passed by the Commission on August 7, 1991.



Chairman



Secretary/Treasurer

APPROVED AS TO FORM:



Metro General Counsel

Metropolitan Exposition-Recreation Commission

P.O. Box 2746 • Portland, Oregon 97208 • 503/731-7800 • Fax #731-7870 • 777 NE Martin Luther King Jr. Blvd.

M E M O R A N D U M

August 2, 1991

To: Metropolitan Exposition-Recreation Commission

From: Mark Hunter, Asst. t/t Gen. Manager

Mark Hunter 8/2/91

Subject: Coliseum Boiler Conversion

Attached for your review is a "Bid Document" for the purpose of soliciting bids to convert the present two fuel-fired Memorial Coliseum boilers to natural gas fired boilers.

Staff is recommending this unbudgeted conversion to preempt environmental overhead charges to be assessed by METRO at a rate of \$50,000 per year and for the purpose of decreasing maintenance expense. Energy costs have been estimated to be equivalent between gas and oil in the present market.

Cost of the conversion should be in the range of \$35,000 to \$40,000, and Staff is asking approval to enter into a contract with a potential successful bidder if the bid price is within that range.

Time estimates for completion of the conversion should be about 3 to 4 weeks after award of the contract. One boiler at a time will be done in order to retain hot water heating capacity.

**METROPOLITAN
EXPOSITION-RECREATION COMMISSION**

**MEMORIAL COLISEUM
BOILER CONVERSION**

BID DOCUMENTS

August 8, 1991

SCHEDULE/CONTACTS

Issuance of Specifications

August 8, 1991

Pre-Bid Site Visitation

August 15, 1991

10:00am

(Only site visitation scheduled prior to bid opening.)

BID OPENING

Thursday, August 22, 1991

2:00pm PDT

Direct Bid Specification Inquiries To:

**Mark Hunter - MERC Administration
731-7827**

P.O. Box 2746, Portland, Or. 97208

Project Manager and Technical Inquiries

**John Frentress - Operations Manager
230-6703**

MEMORIAL COLISEUM - BOILER CONVERSION

CONTENTS OF SPECIFICATION

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Prevailing Wage Rates
General Conditions
Technical Specifications**

BIDDING REQUIREMENTS

INSTRUCTIONS TO BIDDERS

The Metropolitan Exposition-Recreation Commission hereby invites sealed proposals for:

MEMORIAL COLISEUM
BOILER CONVERSION

for the Metropolitan Exposition-Recreation Commission, (MERC).

Sealed proposals for the above project will be received at MERC offices at 1401 N. Wheeler, Portland, Oregon, 97227, until the date and time stamped on the front cover of these Specifications, and thereafter publicly opened and read.

Sealed proposals shall be endorsed on the outside:

MEMORIAL COLISEUM
BOILER CONVERSION

Plans and Specifications may be obtained at the above address, or for additional information please call the MERC offices at (503) 235-8771.

CERTIFICATION AS AN EEO AFFIRMATIVE ACTION EMPLOYER

See the General Conditions.

PREVAILING WAGE RATE LAW

Pursuant to Oregon Revised Statutes, Chapter 279, the successful bidder must pay minimum prevailing wages for work performed hereunder, equal to the minimum prevailing wages on file in the office of the State Labor Commissioner applicable to the Portland, Oregon area as of the date of signing of the contract. The schedule of prevailing wages shall be made a part of the Contract by reference as though fully set forth herein. A copy of the prevailing wage rates dated July 1, 1991 these Specifications.

The successful bidder shall be required to certify that it is in compliance with ORS 279.350 relative to prevailing wage rates.

BUSINESS LICENSE COMPLIANCE

See 102.15 of the General Conditions.

PROPOSAL GUARANTY

See 102.06 of the General Conditions.

FORM OF BID AND ORGANIZATION

See 102.03 of the General Conditions.

LIQUIDATED DAMAGES

See 108.07 of the General Conditions, and the Contract Form.

APPROVED EQUALS

See Section 106.07 of General Conditions: Substitutions and Product Options.

WITHDRAWAL, MODIFICATION OR ALTERATION OF BID

- A. A Bid may only be withdrawn by written request of Bidder which is received by Owner prior to the scheduled closing time for filing bids.
- B. Prior to Bid Opening, changes may be made provided the change is initialed by Bidder or his agent. If the intent of Bidder is not clearly identifiable, the interpretation most advantageous to Owner will prevail.

LATE BIDS

Bids received after the scheduled closing time for filing bids, as set forth in the Invitation for Bids, will be rejected and returned unopened to Bidder unless such closing time is extended by Owner.

INTERPRETATION OF CONTRACT AND ADDENDA

- A. If it should appear to a Bidder that the work to be done or matters relative thereto are in conflict or not sufficiently described or explained in the Contract Documents or that Contract Documents are not definite and clear, the Bidder shall make written inquiry regarding same to the authorized MERC Project Coordinator for questions relative to the bid process and to the Architect for questions regarding technical issues.
- B. If in the judgment of the MERC Project Coordinator, additional information or interpretation is necessary, such information will be supplied in the form of an Addendum which will be delivered to all individuals, firms and corporations who have taken out Contract Documents. Such Addendum shall have the same binding effect as though contained in the main body of the Contract Documents.
- C. Any Addendum or Addenda issued by the MERC Project Coordinator which may include changes, corrections, additions, interpretations or information, and which is issued two working days or more before the scheduled closing time for filing bids, shall be binding upon the Bidder. MERC Project Coordinator will send copies of such Addenda to all Contractors who have obtained copies of the Contract Documents for the purpose of bidding thereon, but failure of the Contractor to receive or obtain such Addenda shall not excuse him from compliance therewith, if he is awarded the Contract.

ORAL INSTRUCTIONS OR INFORMATION CONCERNING THE BID DOCUMENTS OR THE PROJECT GIVEN OUT BY OFFICERS, EMPLOYEES OR AGENTS OF THE OWNER TO PROSPECTIVE BIDDERS SHALL NOT BIND THE OWNER.

EXAMINATION OF CONTRACT, SITE OF WORK AND SUBSURFACE DATA

The Bidder shall carefully examine the site of the proposed work, the Bid Specifications, the Drawings, Addenda, and contract forms. The submittal of a bid shall be conclusive evidence that the Bidder has made such examinations and understands all the requirements for the performance of the completed work. The Bidder shall determine the methods, materials, labor, and equipment required to perform the completed work and shall reflect their cost in the bid prices.

FAMILIARITY WITH LAWS AND ORDINANCES

See 102.09 of the General Conditions.

REJECTION OF BIDS

- A. Owner reserves the right to reject any or all Bids in whole or in part or to waive irregularities as specified in ORS 279.035 and ORS 279.037.
- B. The invitation to bid does not commit the Commission to pay any costs incurred by the Bidder in the preparation or submittal of a Bid.

CONFLICT OF INTEREST

A Bidder filing a Bid thereby certifies that no officer, agent or employee of the City of Portland or the Metropolitan Exposition-Recreation Commission who has a financial interest in this Bid has participated in the Contract negotiations on the part of the Commission, that the Bid is made in good faith without fraud, collusion, or connection of any kind with any other Bidder for the same call for bids, and that the Bidder is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm. A non-collusion affidavit shall be filled out and enclosed with the proposal.

INELIGIBILITY FOR PUBLIC CONTRACTS FOR FAILURE TO PAY PREVAILING RATE OR WAGE

See 102.13 of the General Conditions.

AWARD OF CONTRACT

- A. The award will be made by Owner to the Bidder submitting the lowest responsible and responsive base Bid.
- B. Determination of the lowest Bidder and award are subject to review and determination by the Metropolitan Service District (MSD) General Counsel as to legal sufficiency of any bid submitted.

- C. Award and tender of Contract, if it is awarded, shall be made within thirty (30) calendar days, unless otherwise specified, after the date of the opening of bids.

EXECUTION OF CONTRACT

The Bidder to whom award is made shall execute and return the Contract in the required number of copies, and shall furnish a Performance and Payment Bond, Proof of Insurance Form, and other required documents satisfactory to Owner within ten (10) days after issuance of the Contract, not including Sundays and legal holidays.

FAILURE TO EXECUTE CONTRACT

Failure on the part of the Bidder to whom the Contract is awarded to execute the Contract shall be just cause for cancellation of the award, withdrawing tender of the Contract and forfeiture of the Bid Guaranty to Owner. The forfeited Bid Guaranty shall become property of Owner, not as a penalty, but in liquidation of damages sustained. Award may then be made to the next lowest responsible and responsive Bidder, or the work may be re-advertised, or otherwise, as Owner may decide.

PERFORMANCE AND PAYMENT BOND

At the time of execution of the Contract, the Bidder to whom award is made shall furnish a Performance and Payment Bond approved by the MSD General Counsel in an amount equal to the amount of the Contract as set forth in the Bid, conditioned upon a compliance with and fulfillment of all terms and provisions of the contract, and all applicable laws for prompt payment, as due, to all persons supplying labor and/or material for prosecution of the work.

PROPOSAL FORM
FOR
MEMORIAL COLISEUM
BOILER CONVERSION

Metropolitan Exposition-Recreation Commission
777 N.E. Martin Luther King Jr. Blvd.
Portland, Oregon

Dear Metro E-R Commission:

The undersigned, hereinafter called the Bidder, hereby certifies that no officer, agent, or employee of the Metropolitan Service District, or the Metropolitan Exposition-Recreation Commission (MERC) has participated on behalf of the Commission in preparation of this proposal, that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other Bidder for the same work, and that the Bidder is competing solely in the Bidder's own behalf without connection with, or obligation to any undisclosed person or firm.

The Bidder hereby proposes to furnish all material and labor and perform all work hereinafter indicated for the Memorial Coliseum Boiler Conversion Project, in Portland, Oregon, in strict accordance with the Technical Specifications provided herein, for the base bid as follows:

Dollars (\$ _____)

And, the Bidder agrees to be bound by the following Documents:

Memorial Coliseum, Boiler Conversion Bid Documents, Dated 8/8/91.

The Bidder further declares that the Bidder has carefully examined the Bid Documents, that the Bidder has personally inspected the site, that the Bidder is satisfied as to the scope of the work and that this proposal is made in accordance with the provisions and the terms of the Contract and the Bid Documents.

The total bid price shall be written in both figures and words in the space provided in this proposal. If the figure and the words for the base bid are different, the amount written in words shall be used as the base bid.

The lowest responsible Bidder shall be the Bidder submitting the lowest responsive base bid. The Metropolitan Service District (MSD) General Counsel shall determine the sufficiency of any bid submitted. The MERC has the right to reject any or all bids, and to accept the bid most advantageous to the Commission.

Bidder must obtain a bid bond, certified check, or cashier's check in conformance with the following wording:

Enclosed herewith is a (Certified Check) (Cashier's Check) (Bidder's Bond) for \$_____ as a guaranty that the bid shall be irrevocable for a period of sixty (60) calendar days after the bid opening date and time, the same being at least ten (10) percent of the amount of the Proposal payable to the order of Metropolitan Exposition-Recreation Commission (MERC), as liquidated damages in case the undersigned seeks to revoke the offer for any reason not authorized by law and not consented to by MERC within the irrevocable period and fails or neglects to furnish the required performance bond and insurance and execute the Contract within fourteen (14) calendar days after receiving said Contract from MERC for execution. The bid guaranties shall be retained for a period of time in accordance with Title 5, Revenue and Finance, Ordinance No. 130672, Code of the City of Portland.

If a bid bond is submitted in lieu of a certified or cashier's check, such bid bond shall be on the form included in the Bid Specifications.

The Bidder agrees to pay the prevailing wage rates for all work under this Contract as specified in the "INSTRUCTIONS TO BIDDERS". Refer to "PREVAILING WAGE RATES" for the listing of these rates.

The Bidder agrees that if this Proposal is accepted, the Bidder will within ten (10) days, not including Sundays and legal holidays, after notification of acceptance, execute the Contract with MERC, and shall at that time of the execution of the Contract, deliver to MERC the Performance and Payment Bond required herein.

The Bidder agrees, if awarded a Contract to complete the work on or before _____ provided a notice to proceed is issued on or before _____.

The Bidder states below whether it is doing business as an individual, a partnership or as a corporation. If a partnership, all partners shall be named and the person signing on behalf of

NON-COLLUSION AFFIDAVIT

A Non-Collusion Affidavit is material to any contract awarded. According to the Oregon Public Contracts and Purchasing Laws, a public contracting agency may reject any or all bids upon a finding of the agency that it is in the public interest to do so. ORS 279.035. The City finds that it is in the public interest to require the completion of a non-collusion affidavit by potential contractors.

This Non-Collusion Affidavit must be executed by the member, officer or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.

Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.

In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.

The term "complementary bid" as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.

Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.

A sample non-collusion affidavit is shown on the next page.

NON-COLLUSION AFFIDAVIT

CONTRACT BID NO. _____

STATE OF _____)

COUNTY OF _____)

I state that I am _____ of _____ and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

(1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder, except as disclosed on the attached appendix.

(2) That neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.

(3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.

(4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.

(5) _____, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as described in the attached appendix.

BID BOND
FOR THE
MEMORIAL COLISEUM
BOILER CONVERSION

BOND NO. _____
AMOUNT: _____

KNOW ALL PERSONS BY THESE PRESENTS:

We the undersigned, _____
_____, as PRINCIPAL, AND _____
_____, a corporation organized and existing under
and by virtue of the laws of the state of _____ and
duly authorized to do surety business in the state of Oregon and
named on the current list of approved surety companies acceptable
on federal bonds and conforming with the underwriting limitations
as published in the Federal Register by the audit staff of the
Bureau of Accounts and the United States Treasury Department and
is of the appropriate class for the bond amount as determined by
Best's Rating System, as SURETY, hereby hold and firmly bind
ourselves, our heirs, executors, administrators, successors and
assignee, jointly and severally, unto the METROPOLITAN
EXPOSITION-RECREATION COMMISSION (hereinafter referred to as
"METRO ERC"), as OBLIGEE, in the sum of _____
Dollars (\$ _____) which is at least ten percent (10%) of
the Bid amount in lawful money of the United States of America,
for the payment of which sum well and truly to be made as agreed
as liquidated damages.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT whereas
the PRINCIPAL has submitted to METRO ERC a certain Bid for work

required for conversion of oil burning boilers to natural gas at Memorial Coliseum.

NOW, THEREFORE, if METRO ERC does not award a contract to the PRINCIPAL within the time specified in the Instructions to Bidders for the work described in said Bid, or in the alternate, if said Bid shall be accepted and the PRINCIPAL, within the time and in the manner described under the Contract Documents, enters into a written contract in accordance with the Bid, files the Bonds or Letters of Credit and furnishes all other documents as required by the Contract, then this obligation shall be null and void; otherwise, the same shall remain in full force and effect, and the SURETY hereby agrees to pay the OBLIGEE the penal sum state in this undertaking as liquidated damages within ten (10) days of receipt of notice of such failure.

The SURETY, for value received, hereby stipulates and agrees, that the obligation of said SURETY and this bond shall be in no way impaired or affected by any extension of the time within which the METRO ERC may accept such Bid, and said SURETY does hereby waive notice of any such extension.

If more than one surety is on this bond, each surety hereby agrees that it is jointly and severally liable for all obligations under this bond.

IN WITNESS WHEREOF, we have hereunto set our hands and
sealed this _____ day of _____, 1991.

PRINCIPAL

By: _____

SURETY: _____

By: _____
Attorney-in-Fact

(NOTE: BIDDERS MUST USE THIS FORM, NOT A SURETY COMPANY FORM.)

CONTRACT REQUIREMENTS

CONTRACT

THIS CONTRACT, Made and entered into by and between the Metropolitan Exposition-Recreation Commission (hereinafter referred to as "Metro ERC"), and

_____ (hereinafter referred to as "Contractor").

WITNESSETH, That the Contractor and Metro ERC, for consideration stated herein, agree as follows:

I. Term. This Contract shall take effect on _____, 1991, and remain in full force and effect through and including _____, 1991, as more fully described in the Bid Documents. The initial term of this Contract may be extended by Metro ERC, in its sole discretion, for additional periods of time as further described in the Contract Documents, provided Metro ERC sends the Contractor a written expression of intent to extend the Contract no less than ninety (90) days prior to the expiration of the initial term or any later term.

II. Scope of Work. The Contractor, in consideration of the sum to be paid it by Metro ERC and of the covenants and agreements herein contained, hereby agrees, at its own cost and expense, to furnish all permits, personnel, labor, equipment, materials, supplies, tools, appliances, machinery, appurtenances and other items necessary to provide the services as specified in the Bid Documents and to do, keep, perform, and furnish

all matters and things called for and described in the Bid Documents or necessarily implied therefrom, in the manner and under the terms and conditions prescribed by the Bid Documents.

III. Component Parts of the Bid Document. The Bid Documents shall include all of those documents and forms described on the Contents page, all of which are as fully a part of this Contract as if set out verbatim, and if not attached, as if hereto attached. All provisions of the Bid Documents shall be strictly complied with and conformed to by the Contractor, and no amendment to this Contract shall be made except upon the written consent of the parties. No amendment shall be construed to release either party from any obligation of the Bid Documents except as specifically provided in such amendment.

IV. The Consideration. In consideration of the Contractor's performance to the Contract as set forth in the Bid Documents, Metro ERC agrees to pay to the Contractor the amount in the Bid as adjusted in accordance with the Bid Documents, of as otherwise herein provided, and to make such payments in the manner and at the times provided in the Bid Documents. In consideration of the latter payments, the Contractor agrees to perform the Contract at the times and in the manner specified herein to accept as full payment hereunder the amounts computed as determined by the Bid Documents.

V. Remedies for Default. In the event the Contractor shall fail to perform the Contract at the times and in the manner set forth in the Bid Documents, Metro ERC shall be entitled to all the rights and remedies which this Contract provides as well

as all of the remedies which are provided by law. Nothing in this Contract shall be construed as limiting or reducing the remedies provided by law which Metro ERC would have in the absence of any provision or provisions of the Contract.

VI. Applicable law. This Contract is intended to be governed by and conform in all respects to the Oregon Revised Statutes and all other applicable laws of the State of Oregon.

IN WITNESS WHEREOF, We, the contracting parties, by our duly authorized agents, hereto affix our signatures and seals at _____, Portland, Oregon, as of this _____ day of _____, 1991.

METROPOLITAN EXPOSITION-RECREATION
COMMISSION

By: _____

Print Name: _____

Title: _____

CONTRACTOR

By: _____

Print Name: _____

Title: _____

APPROVED AS TO FORM:

METRO GENERAL COUNSEL

PERFORMANCE BOND
FOR THE
MEMORIAL COLISEUM
BOILER CONVERSION

KNOW ALL PERSONS BY THESE PRESENTS:

We the undersigned _____
as PRINCIPAL (hereinafter called CONTRACTOR), and _____
_____, a corporation organized and
existing under and by virtue of the laws of the state of
_____, duly authorized to do surety business in the
state of Oregon and named on the current list of approved surety
companies acceptable on federal bonds and conforming with the
underwriting limitations as published in the Federal Register by
the audit staff of the Bureau of Accounts and the U. S. Treasury
Department and which carries an "A" rating and is of the
appropriate class for the bond amount as determined by Best's
Rating System, as SURETY, hereby hold and firmly bind ourselves,
our heirs, executors, administrators, successors and assigns,
jointly and severally, to pay to the METROPOLITAN EXPOSITION-
RECREATION COMMISSION, (hereinafter referred to as "METRO ERC"),
as OBLIGEE the amount of _____ Dollars
(\$ _____), in lawful money of the United States of America.

WHEREAS, the CONTRACTOR entered into a Contract with
METRO ERC dated _____, which Contract is
hereunto annexed and made a part hereof, for accomplishment of

work generally described as conversion of Memorial Coliseum boilers to natural gas.

NOW, THEREFORE, the condition of this obligation is such that if the CONTRACTOR shall promptly, truly and faithfully perform all the undertakings, covenants, terms, conditions, and agreements of the aforesaid Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Whenever CONTRACTOR shall be declared by METRO ERC to be in default under the Contract, METRO ERC having performed its obligations thereunder, the SURETY may promptly remedy the default, or shall promptly complete or cause to be complete, the work required by the Contract in accordance with the terms and conditions of the Contract.

PROVIDED, FURTHER, that the said SURETY, for value received, hereby stipulates and agrees that all changes, extensions of time, alteration or additions to the terms of the Contract or to work to be performed thereunder or the Specifications accompanying the same shall be within the scope of the SURETY's undertaking on this bond, and said SURETY 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. Any such change, extension of

time, alteration or addition to the terms of the Contract or to the work of Specifications shall automatically increase the obligation of the SURETY hereunder in a like amount.

This obligation shall continue to bind the PRINCIPAL and SURETY, notwithstanding successive payments made hereunder, until the full amount of the obligation is exhausted.

No right of action shall accrue on this bond to or for the use of any person or corporation or than METRO ERC or its heirs, executors, administrators, successors or assigns.

The parties acknowledge that this bond is executed under the authority of Oregon Revised Statutes, Chapter 279, the provisions of which are hereby incorporated into this bond and made a part hereof.

If more than one SURETY is on this bond, each SURETY hereby agrees that it is jointly and severally liable for all obligations under the bond.

IN WITNESS WHEREOF, have hereunto set out hands and seals this ____ day of _____, 1990.

SURETY

CONTRACTOR

By: _____

By: _____

Title: _____

Title: _____

MML/gl
1010

LABOR AND MATERIALS PAYMENT BOND

FOR THE

MEMORIAL COLISEUM

BOILER CONVERSION

KNOW ALL PERSONS BY THESE PRESENTS:

We the undersigned _____, as PRINCIPAL, and _____, a corporation organized and existing under and by virtue of the laws of the state of _____, and duly authorized to do surety business in the state of Oregon and named on the current list of approved surety companies acceptable on federal bonds and conforming with the underwriting limitations as published in the Federal Register by the audit staff of the Bureau of Accounts and the United States Treasury and which carries an "A" rating and is of the appropriate class for the bond amount as determined by Best's Rating System, as SURETY, hereby hold and firmly bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, unto the METROPOLITAN EXPOSITION-RECREATION COMMISSION (hereinafter referred to as "METRO ERC") as OBLIGEE in the sum of _____ Dollars (\$ _____) in lawful money of the United States of America, for the payment of that sum for the use and benefit of claimants as defined below.

The condition of this obligation is such that whereas the PRINCIPAL entered into a Contract with the said METRO ERC dated _____, 1990, which Contract is hereunto annexed and made a part hereof, for work generally described as conversion of Memorial Coliseum boilers to natural gas.

NOW, THEREFORE, if the PRINCIPAL shall promptly make payment to all persons, firms, subcontractors, corporations and/or others furnishing materials for or performing labor in the prosecution of the work provided for the the Contract, and any authorized extension or modification thereof, including all amounts due for materials, equipment, mechanical repairs, transportation, tools and services consumed or used in connection with the performance of such work, and for all labor performed in connection with such work whether by subcontractor or otherwise, and all other requirements imposed by law, then this obligation shall become null and void; otherwise this obligation shall remain in full force and effect, subject however, to the following conditions:

1. A claimant is as defined in ORS 279.526.
2. The above-named PRINCIPAL and SURETY hereby jointly and severally agree with the OBLIGEE and its assigns that every claimant as above-defined, who has not been paid in full may sue on this

bond for the use of such claimant, prosecute the suit to final judgment in accordance with ORS 279.526 through 279.542 for such sum or sums as may be justly due claimant, and have execution thereon. The OBLIGEE shall not be liable for the payment of any judgment, costs, expenses or attorney's fees of any such suit.

PROVIDED, FURTHER, that the said SURETY for the value received, hereby stipulates and agrees that all changes, extension of time, alterations or additions to the terms of the Contract or to work to be performed thereunder or the Specifications accompanying the same shall be within the scope of the SURETY's undertaking on this bond, and said SURETY 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. Any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications shall automatically increase the obligation of the Surety hereunder in a like amount.

This obligation shall continue to bind the PRINCIPAL and SURETY, notwithstanding successive payments made hereunder, until the full amount of the obligation is exhausted.

The parties acknowledge that this bond is executed under the authority of Oregon Revised Statutes, Chapter 279, the provisions of which are hereby incorporated into this bond and made a part hereof.

If more than one SURETY is on this bond, each SURETY hereby agrees that it is jointly and severally liable for all obligations under this bond.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this ____ day of _____, 1990.

SURETY

PRINCIPAL

By: _____

By: _____

Title: _____

Title: _____

MML/gl
1012

INSURED:

PROOF OF INSURANCE FORM

(To Be Forwarded To Contractors's Insurance Carrier)

Contractor must furnish a policy of public liability insurance including property damage, covering all of Contractor's operations, including all operations of subcontractors, to be performed under that certain contract with the Metropolitan Exposition - Recreation Commission, authorized by Resolution No. _____, the limits of liability under said policy to be not less than \$300,000.00/\$500,000.00 for bodily injuries, including death, and \$ _____ for property damage per occurrence, OR a single limit policy of not less than \$500,000. covering all claims per occurrence.

The policy shall also bear the following endorsement:

"Without prejudice to coverage otherwise existing herein, the Metropolitan Exposition-Recreation Commission and all other governmental bodies having jurisdiction in the area, their officers and employees are included as additional insureds under this policy as to any claim or claims for injury to person including death, or damage to property, resulting from or growing out of the operations of the named insured, including all operations for subcontractors, under the contract with the Metropolitan Exposition-Recreation Commission for Memorial Coliseum, boiler conversion.

"It is understood and agreed that this policy shall not terminate or be cancelled prior to completion of said contract without first giving Thirty (30) days' written notice of intention to terminate or to cancel said policy to the MERC.

"Notwithstanding the naming of additional insureds, the said policy shall protect each insured in the same manner as though a separate policy has been issued to each; but nothing herein shall operate to increase the insured's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person of interest had been named as insured."

A certificate evidencing such insurance together with the above endorsement shall be filed with the Metropolitan Exposition Recreation Commission and shall be subject to the approval of the General Consul on behalf of the Metropolitan Exposition-Recreation Commission as to the adequacy of protection.

1 - PROOF OF INSURANCE

PREVAILING WAGE RATES

for

Public Works Contracts in Oregon



BOLI

Mary Wendy Roberts
Commissioner
Bureau of Labor and Industries

Effective July 1, 1991



BUREAU OF LABOR AND INDUSTRIES
Mary Roberts, Commissioner

July 1, 1991

This booklet contains the Prevailing Wage Rates for the building and construction trades in the State of Oregon. These rates are effective July 1, 1991. 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 specialist 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 8105
Bend, Oregon 97701

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

PENDLETON
700 SE Emigrant, Suite 240
Pendleton, Oregon 97801

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
P.O. Box 800,
Portland, OR 97207-0800
(503)229-6655

The first copy is free. Additional copies are available for \$2.00 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. For information call 229-6573. The apprentice or trainee is to receive all fringe benefits and a percentage of the journeyman's wage rate which is listed in this booklet. This rate may be different than the rate contained in the Apprenticeship Standards for the trade. The correct percentage shall be determined by the appropriate 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, P.O. Box 800, Portland, Oregon 97201-0800. 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 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 (326-3057). 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).

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) My employees receive health benefits. Do I get credit for the health benefit when I prepare my payroll on a public works project?

Yes. Any expenditures an employer makes for bona fide employee benefits can be charged against the fringe benefit payments designated in the Prevailing Wage Rate Booklet. To learn how to compute the correct hourly charge, call the Wage and Hour Division (229-5750).

6) 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.

7) 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.)

COMMONLY ASKED QUESTIONS (Continued)

8) 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.

9) 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.

10) 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).

11) 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.

12) 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. For information call 229-6573. The apprentice is to receive all fringe benefits and a percentage of the journeyman's wage rate as listed in this booklet. This rate may be different than the rate contained in the Apprenticeship Standards for the trade. The correct percentage shall be determined by the appropriate apprenticeship committee. All other workers receive rates as published.

COMMONLY ASKED QUESTIONS (Continued)

13) 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.

14) 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.

15) 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.



NOTE

There have been several changes in addition to the usual wage and fringe benefit up-dates in the section which follows. We have attempted to make them more noticeable by printing them in bold type. You will find such changes under the following trades.

CARPENTERS

This is the only trade which still has a less than 100% wage rate. Note that the conditions under which the lower rate may be used have been simplified and the dollar amount which separates the two rates has been reduced to \$750 thousand. Carpenters have added a Group 7 Marine Piledriver to their wage rates. In addition the Carpenters have changed their zone differentials by both changing the rates and by adding a zone 6.

LABORERS

Laborers no longer have a less than 100% wage rate. The Hazardous Waste Removal Differential note has been rewritten to emphasize that it applies only to Federally Designated Hazardous Waste sites. A footnote has been added to the Group 3 classification of "Pipe Layer of all Types" to clarify that Laborers do this type of work on public thoroughfares only.

POWER EQUIPMENT OPERATORS

The Hazardous Waste Removal Differential note has been rewritten to emphasize that it applies only to Federally Designated Hazardous Waste sites.

TRUCK DRIVERS

The Hazardous Waste Removal Differential note has been rewritten to emphasize that it applies only to Federally Designated Hazardous Waste sites. The number of groups has been cut from 14 to 6 and there have been many changes in the description of the work done by the various groups.

TRADES

BASIC
HOURLY FRINGE
RATE BENEFITS

TRADES

BASIC
HOURLY FRINGE
RATE BENEFITS**ASBESTOS WORKERS****Installation of insulation on mechanical systems***

Journeyman Asbestos Worker

- | | | |
|---|-------|------|
| o Projects in buildings which are not used for manufacturing, manufacturing services or similar processes (Offices, schools, laboratories, etc.) | 18.10 | 4.83 |
| o Projects in buildings which are used for manufacturing, manufacturing services and similar processes (water treatment plants, electrical generating plants, road maintenance shops, etc.) | 19.45 | 4.83 |

Removal of insulation on mechanical systems* which are not going to be scrapped.**

- | | | |
|---|-------|------|
| o Hazardous Materials Handler Mechanic (in any type of project regardless of value) | 12.71 | 2.70 |
|---|-------|------|

* Mechanical systems include pipes, boilers, ducts, flues, breechings, etc.

** The removal of all insulation materials from mechanical systems 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 (walls, ceilings, floors, beams, etc.) 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 performing asbestos removal are classified as Group 3 laborers.

BOILERMAKERS

- | | | |
|---|-------|------|
| o Erection and repair of storage tanks, tower tanks, standpipes, swimming pools and reservoirs. | 20.58 | 5.37 |
| o All other work | 21.79 | 5.37 |

BRICKLAYERS/STONEMASONS

Area 1 (add \$0.75 per hour to Fringe for Refractory repair work.)	19.78	4.60
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Area 2	18.00	4.37
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Area 1

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

Area 2

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

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

CARPENTERS

Under the following circumstances a rate lower than the basic hourly rate may be used for carpenters:

The lower rate applies to all public works projects of less than \$750 thousand involving construction, reconstruction, major renovation or painting. In determining the \$750 thousand figure, do include the cost of all surfacing and paving, but 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 any building, bridge or dock which is a part of the project, 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.

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

CARPENTERS (See above for explanation of when the lower rates may be used)

	LESS THAN		
	100%	100%	
Zone 1 (Base Rate):			
o Group 1	16.19	19.17	4.12
o Group 2	16.31	19.32	4.12
o Group 3	16.64	19.67	4.12
o Group 4	16.76	19.82	4.12
o Group 5	16.67	19.67	4.12
o Group 6	16.75	19.82	4.12
o Group 7	17.17	20.17	4.12

Zone Differential for Carpenters
(Add to Zone 1 Rate)

Zone 2	.85
Zone 3	1.25
Zone 4	1.70
Zone 5	2.00
Zone 6	3.00

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 60 miles.

Zone 5: More than 60 miles but less than 70 miles.

Zone 6: More than 70 miles.

Reference cities for Group 1, 2, 3 and 4 Carpenters

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	

Zones for Groups 5, 6 and 7 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.

Reference Cities for Groups 5, 6 and 7

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

CARPENTERS (Continued)

Group 1

Auto. Nailing Machine Carpenters
Form Stripper
Manhole Builders
Non-irritating Ins.
Cabinet & Shelving Installers (wood or steel)

Group 2

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

Group 3

Millwrights
Machine Erectors
Machinists

Group 4

Certified Welders

Group 5

Bridge, Dock & Wharf Builders
Piledrivermen

Group 6

Boom Men

Group 7

Marine Piledriver

CEMENT MASONS

Zone 1 (Base Rate):

o Group 1	17.14	5.77
o Group 2	17.48	5.77
o Group 3	17.48	5.77
o Group 4	17.83	5.77

Group 1 Cement Masons, hand chipping and patching grouting; end pointing, screed setting, plugging, filling bolt holes, dry packing, setting curb forms, planks, stakes, lines and grades.

Group 2 Composition Workers (includes installation of epoxy & other resinous toppings), and Power Machine Operators.

Group 3 Cement masons working on suspended, swinging and/or hanging scaffold.

Group 4 Cement Masons performing work of both Group 2 and Group 3 at the same time.

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

TRADES

BASIC
HOURLY RATE FRINGE
BENEFITS

TRADES

BASIC
HOURLY RATE FRINGE
BENEFITS

CEMENT MASONS (continued)

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	Roseburg	Eugene
Pasco	The Dalles	Medford	Longview	K. Falls
Salem	Pendleton	Astoria	Portland	Newport

DIVERS & DIVERS' TENDERS

o Divers	48.04	4.12
o Divers' Tenders	21.23	4.12

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

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

<u>Depth of Dive</u>	<u>Hourly Depth Pay</u>
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)

<u>Distance Travelled In the Enclosure</u>	<u>Hourly Enclosure Pay</u>
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

Zone 1 (Base Rate):

o Leverman-Hydraulic	20.07	5.42
o Leverman-Dipper	20.88	5.42
o Asst. Engineer (including: Watch Engineer, Welder, Mechanic, Machinist)	19.45	5.42
o Tenderman (Boatman, Attending Dredge Plan); Fireman	18.98	5.42
o Assistant Mate (Deckhand); Oiler	18.58	5.42

Zone Differential for Dredging
(Add to Zone 1 Rate)

Zone 2	1.50
Zone 3	1.90
Zone 4	2.40
Zone 5	3.00

Zone 1: Center of job site not more than 15 miles from the City Hall of Portland

Zone 2: More than 15 miles but not more than 30

Zone 3: More than 30 miles but not more than 50

Zone 4: More than 50 miles but not more than 70

Zone 5: More than 70 miles.

DRYWALL/WETWALL

o Drywall (Accoustical and Drywall Applicator)	18.05	4.87
o Wetwall (Lather)	16.80	6.12

ELECTRICIANS

Area 1:

o Electricians	18.15	3.40
o Cable Splicers	19.97	3.50

Area 2:

o Electricians	20.71	5.63
o Cable Splicers	21.75	5.66

Area 3:

18.35	5.60
-------	------

Area 4:

20.75	3.82
-------	------

Area 5:

o Electricians	21.35	5.74
o Cable Splicers	22.10	5.76

Area 6:

o Electricians	18.72	5.26
o Cable Splicers	20.59	5.32

ELECTRICIANS (continued)

Area 1	Area 2	Area 2(cont)	Area 3
Malheur	Baker	Umatilla	Coos
	Gilliam	Union	Curry
	Grant	Wallowa	Lincoln
	Morrow	Wheeler	Douglas (a)
			Lane (a)
Area 4	Area 5	Area 6	
Benton	Clackamas	Harney	
Crook	Clatsop	Jackson	
Deschutes	Columbia	Josephine	
Jefferson	Hood River	Klamath	
Lane (b)	Multnomah	Lake	
Linn	Sherman	Douglas (b)	
Marion	Tillamook		
Polk	Wasco		
Yamhill(c)	Washington		
	Yamhill (d)		

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

ELEVATOR CONSTRUCTORS

Area 1			
o Mechanic	19.34	5.68 + a	
o Helper	13.54	5.68 + a	
o Probationary Helper	9.67	-	

Area 2			
o Mechanic	21.74	5.68 + a	
o Helper	15.22	5.68 + a	
o Probationary Helper	10.87	-	

- a) Plus 8% of basic hourly rate for employees with more than 5 years of service; 6% of basic hourly rate for 6 months to 5 years of service.

Area 1	Area 2
Umatilla	All
Wallowa	Remaining
Union	Counties
Baker	

GLAZIERS

Area 1	19.50	3.70
(Add \$1.00 to base rate if safety belt is required by State safety regulations)		
(Add \$4.00 to base rate for work done from a non-motorized single-man bosun chair)		
Area 2	13.76	1.37
(Add \$0.50 to base rate if working at over 35 feet of free fall in height)		

Area 1	Area 2
All Counties except Malheur	Malheur

HIGHWAY AND PARKING STRIPERS

18.40 2.00

IRONWORKERS

o Structural, Reinforcing, Ornamental, Riggers, Fence Erectors, Signal Men	19.56	6.86
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LABORERS

Zone 1 (Base Rate):		
o Group 1	14.62	5.12
o Group 2	14.97	5.12
o Group 3	15.27	5.12
o Group 4	15.52	5.12
o Group 5	13.03	5.12
o Group 6	9.78	5.12

Note: A Hazardous Waste Removal Differential must be added to the base rate if work is performed inside the boundary of a Federally Designated Hazardous Waste Site. A Group 1 base rate is used for General Laborer on such a site. For further information on this, call the Prevailing Wage Rate Coordinator at 229-6655.

Zone Differential for Laborers (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.

LABORERS (continued)Reference 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	

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.

LABORERS (continued)Group 2

Applicators (a)	Gunite or Pot Tender
Brush Cutters (b)	Handlers/Mixers (f)
Burners	Post Hole Digger, Air,
Choker Splicer	gas or electric
Clary Power Spreader(c)	Power Tool Operators (g)
Clean up Nozzleman-	Sand Blasting (wet)
Green Cutter (d)	Stake Setter
Concrete Power Buggyman	Tampers
Crusher Feeder	Tunnel Muckers/Brakeman/
Demolition/Wrecking (e)	Concrete Crew/Bull
Grade Checker	Gang (underground)
Granite Nozzleman	
Tender	

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

Group 3

Asbestos Removal	Power Saw Operators (d)
Asphalt Rakers	Pumpcrete Nozzleman
Bit Grinder	Sand Blasting (dry)
Concrete Saw Operator	Pipe Layers of all Types (f)
Drill Doctor	Sewer Timberman
Drill Operators (a)	Track Liners (e)
Gunite Nozzleman	Tugger Operator
High Scalers,	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.

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS	TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
LABORERS (continued)			LIMITED ENERGY ELECTRICIANS (continued)		
d) Bucking and falling			<u>Area 10</u>	Crook, Deschutes, Jefferson	
e) Anchor Machines, Ballast Regulators, Multiple Tampers, Power Jacks			<u>Area 11</u>	Klamath, Lake	
f) Public thoroughfare only			<u>Area 12</u>	Gilliam, Grant, Morrow, Umatilla, Wheeler	
			<u>Area 13</u>	Baker, Union, Wallowa	
			<u>Area 14</u>	Harney, Malheur	
<u>Group 4</u>			LINE CONSTRUCTION		
Laser Beam (Tunnel), applicable when employee assigned to move, set-up, align laser beam			<u>Area 1</u>		
Tunnel Miners			o Group 1	21.68	5.26
Tunnel Powderman			o Group 2	19.59	5.19
			o Group 3	16.12	4.06
			o Group 4	16.89	4.09
			o Group 5	14.78	4.01
			o Group 6	13.90	3.99
			<u>Area 2:</u>		
			o Cable Splicers	19.41	3.27
			o Journeyman Lineman	17.65	3.21
			o Line Equip. Mech. (Right-of-way)	15.89	3.14
			o Line Equip. Oper.	15.89	3.14
			o Groundman	11.92	2.98
			<u>Area 1</u>		
			All counties except Malheur County		
			<u>Group 1</u>	<u>Group 2</u>	
			Cable Splicers	Certified Lineman Welder	
			Leadman Pole Sprayer	Heavy Line Equipment Man	
				Lineman	
				Pole Sprayer	
			<u>Group 3</u>	<u>Group 4</u>	
			Tree Trimmer	Line Equipment Man	
			<u>Group 5</u>	<u>Group 6</u>	
			Head Groundman	Groundman	
			Jackhammer Man		
			Powderman		
			<u>Area 2</u>		
			Malheur County		
<u>Area 1</u>	Clatsop, Columbia, Tillamook				
<u>Area 2</u>	Clackamas, Multnomah, Washington, Yamhill (north half)				
<u>Area 3</u>	Marion, Polk, Yamhill (south half)				
<u>Area 4</u>	Benton, Lincoln, Linn				
<u>Area 5</u>	Lane				
<u>Area 6</u>	Douglas				
<u>Area 7</u>	Coos, Curry				
<u>Area 8</u>	Jackson, Josephine				
<u>Area 9</u>	Hood River, Sherman, Wasco				

MARBLE SETTERS (Includes Granite)

Area 1 20.78 4.60

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 Painters & Drywall Tapers 12.25 1.78

Area 2
 o Brush 15.00 1.99
 o Spray, sandblasting, other pressure blasting over 3000 psi, and steam cleaning. 15.50 1.99

o Drywall Tapers 19.90 3.05

Area 1

Malheur County

Area 2

Remaining Counties

PLASTERERS

Area 1 18.58 4.02

Area 2
 o Nozzleman 20.43 4.06
 o Swinging scaffold 19.43 4.06
 o all other work 18.93 4.06

Area 1

Benton
 Coos
 Crook
 Curry
 Douglas

Area 1(cont)

Deschutes
 Harney
 Jefferson
 Klamath (a)
 Lane

Area 1(cont)

Lincoln (b)
 Linn (b)
 Wasco (b)
 Wheeler (b)

Area 2

All remaining counties

a) Northern one-third b) South half

PLUMBERS & STEAMFITTERS/PIPEFITTERS

Area 1 (Both) 20.23 5.15
 Area 2 (Both) 22.35 5.65
 Area 3 (Both) 20.40 5.10

PLUMBERS & STEAMFITTERS/PIPEFITTERS (cont)

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

Zone 1 (Base Rate):

o Group 1 19.60 5.67

o Group 2 19.25 5.67

o Group 3 18.65 5.67

o Group 4 18.25 5.67

o Group 5 17.75 5.67

o Group 6 17.05 5.67

Note: A Hazardous Waste Removal Differential must be added to the base rate if work is performed inside the boundary of a Federally Designated Hazardous Waste Site. For further information on this, call the Prevailing Wage Rate Coordinator at 229-6655.

ZONE RATES AND DESCRIPTIONS

(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.

Reference Cities

Albany	Eugene	Longview	Portland
Astoria	Goldendale	Madras	PortOrford
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	

POWER EQUIPMENT OPERATORS (continued)

GROUP CLASSIFICATIONS

ASPHALT

- 6 Plant Oiler
- 6 Plant Fireman
- 6 Pugmill Operator (any type)
- 6 Truck mounted asphalt spreader, with screed
- 4 Screed Operator
- 5 Extrusion Machine Operator
- 2 Asphalt Plant Operator (any type)
- 4 Asphalt Paver Operator
- 5 Roller Operator (any asphalt mix)
- 4 Diesel-Electric Engineer, Plant
- 5 Asphalt Burner and Reconditioner Operator (anytype),84
- 4 Roto-Mill, pavement profiler operator, under 6 foot lateral cut
- 5 Roto-Mill, pavement profiler, ground man
- 2 Roto-Mill, pavement profiler operator, 6 foot lateral cut and over

BLADE

- 6 Blade Operator, pulled type
- 4 Blade Operator
- 4 Blade Operator, Finish
- 4 Blade Operator, externally controlled by electronic, mechanical hydraulic means
- 4 Blade Operator, multi-engine
- 2 Auto Grader or "Trimmer" Operator

BULLDOZERS

- 4 Bulldozer Operator
- 4 Drill Cat Operator
- 4 Side-Boom Operator
- 2 Tandem bulldozer operator (quadnine and similar type, D-11)
- 4 Bulldozer Operator, twin engine (TC 12 and similar type, D-10)
- 4 Cable-Plow Operator (any type)

CLEARING

- 4 Log Skidder Operator
- 4 Chipper Operator
- 4 Incinerator Operator
- 4 Stump Splitter Operator

POWER EQUIPMENT OPERATORS
(GROUP CLASSIFICATIONS continued)**COMPRESSORS**

- 6 Compressor Operator (any power), under 1,250 cu. ft. total capacity
- 5 Compressor Operator (any power), over 1,250 cu. ft. capacity

COMPACTORS - Self-Propelled

- 5 Compactor Operator, including vibratory
- 5 Wagner Patcor Operator or similar type (without blade)
- 4 Compactor Operator, with blade
- 4 Compactor Operator, multi-engine

CONCRETE

- 6 Plant Oiler
- 6 Assistant Conveyor Operator
- 6 Conveyor Operator
- 6 Mixer Box Operator (C.T.B., dry batch, etc.)
- 6 Cement Hog Operator
- 6 Concrete Saw Operator
- 6 Concrete Curing Machine Operator (riding type)
- 6 Wire Mat or Brooming Machine Operator
- 5 Combination Mixer and Compressor Operator, gunite work
- 5 Concrete Batch Plant Quality Control Operator
- 5 Belcrete Operator
- 5 Pumpcrete Operator (any type)
- 5 Pavement Grinder and/or Grooving Machine Operator (riding type)
- 4 Mixer Mobile Operator
- 5 Cement Pump Operator, Fuller-Kenyon and similar
- 5 Concrete Pump Operator
- 5 Grouting Machine Operator
- 4 Screed Operator
- 4 Concrete Cooling Machine Operator
- 5 Concrete Mixer Operator, single drum, any capacity
- 2 Batch Plant and/or Wet Mix Operator, 1 and 2 drum
- 1 Batch Plant and/or Wet Mix Operator, 3 units or more
- 5 Cast in place pipe laying machine
- 5 Maginnis Internal Full Slab Vibrator Operator
- 5 Concrete Finishing Machine Operator, Clary, Johnson, Bidwell, Burgess bridge deck or similar type
- 5 Curb Machine Operator, Mechanical Berm, Curb and/or Curb and Gutter
- 5 Concrete Joint Machine Operator
- 5 Concrete Planer Operator
- 5 Tower Mobile Operator
- 5 Power Jumbo Operator setting slip forms etc., in tunnels

POWER EQUIPMENT OPERATORS
(GROUP CLASSIFICATIONS continued)**CONCRETE** (continued)

- 5 Slip Form Pumps, power driven hydraulic lifting device for concrete forms
- 5 Concrete Paving Machine Operator
- 5 Concrete Finishing Machine Operator
- 5 Concrete Spreader Operator
- 4 Concrete Paving Road Mixer
- 2 Automatic Concrete Slip Form Paver Operator
- 2 Concrete Canal Line Operator
- 4 Concrete Breaker
- 4 Reinforced Tank Banding Machine (K-17 or similar types)
- 2 Concrete Profiler, Diamond Head

CRANE

- 6 Oiler
- 6 Truck Crane Oiler-Driver, 25 ton capacity or over
- 6 Fireman, all equipment
- 6 A-Frame Truck Operator, single drum
- 6 Tugger or Coffin Type Hoist Operator
- 5 Helicopter Hoist Operator
- 5 Hoist Operator, single drum
- 5 Elevator Operator
- 5 A-Frame Truck Operator, double drum
- 5 Boom Truck Operator
- 4 Chicago Boom and similar types
- 4 Lift Slab Machine Operator
- 4 Boom Type lifting device, 5 ton capacity or less
- 4 Cerry Picker or similar type crane-hoist, 5 ton capacity or less
- 4 Crane Operator, under 25 ton (except for rough terrain)
- 4 Hoist Operator, two drum
- 4 Hoist Operator, three or more drums
- 4 Derrick Operator, under 100 ton
- 4 Hoist Operator, stiff leg, guy derrick or similar type, 50 ton and over
- 4 Cableway Operator, up to 25 tons
- 2 Cableway Operator, 25 tons and over
- 4 Crane Operator, over 25 tons and including 40 tons
- 4 Bridge Crane Operator, Locomotive, Gantry, Overhead
- 2 Crane Operator, over 40 tons and including 20 tons
- 1 Crane Operator, over 200 tons
- 2 Tower Crane Operator
- 2 Whirley Operator, up to and including 150 tons
- 1 Whirley Operator, over 150 tons
- 1 Helicopter Operators, when used in erecting work
- 5 Hydraulic Boom Truck Operator, Pittman

POWER EQUIPMENT OPERATORS
(GROUP CLASSIFICATIONS continued)**CRUSHER**

- 6 Crusher Oiler
- 6 Crusher Feederman
- 4 Generator Operator
- 4 Diesel-Electric Engineer
- 4 Grizzley Operator
- 4 Crusher Plant Operator

DRILLING

- 6 Drill Tender
- 6 Auger Oiler
- 5 Churn Drill and Earth Boring Machine Operator
- 4 Drill Doctor
- 4 Boring Machine Operator
- 4 Driller - Percussion, Diamond, Core, Cable, Rotary and similar type

FLOATING EQUIPMENT

- 6 Deckhand
- 6 Boatman
- 5 Fireman
- 4 Diesel-Electric Engineer
- 4 Jack Operator, elevating barges
- 4 Barge Operator, self-unloading
- 4 Piledriver Operator (not crane type)
- 4 Floating Clamshell, etc. Operator, under 3 cu. yd.
- 4 Floating Crane (derrick barge) Operator, less than 30 tons
- 2 Floating Clamshell, etc. Operator, 3 cu. yd. and over
- 2 Floating Crane (derrick barge) Operator, 30 tons but less than 150 tons
- 1 Floating Crane, 150 tons and over

FORK LIFT

- 6 Self-Propelled Scaffolding Operator (excluding working platform)
- 6 Fork Lift or Lumber Stacker Operator
- 6 Ross Carrier Operato
- 5 Lull Hi-Lift Operator or similar type
- 5 Fork Lift, over 5 tons
- 3 Rock Hound Operator

GENERATORS

- 4 Generator Operator
- 4 Diesel-Electric Engineer

POWER EQUIPMENT OPERATORS
(GROUP CLASSIFICATIONS continued)

GUARDRAIL EQUIPMENT

- 6 Oiler
- 6 Auger Oiler
- 6 Oiler, combination guardrail machines
- 4 Guardrail Punch Operator (all types)
- 6 Guardrail Punch Oiler
- 4 Guardrail Auger Operator (all types)
- 4 Combination Guardrail machines. i.e. punch, auger etc.

HAZARDOUS WASTE REMOVAL

- 5 Assistant to the Engineer (Oiler)
- 4 Assistant Incinerator Control Board Operator
- 3 Incinerator Control Board Operator

HEATING PLANT

- 6 Temporary Heating Plant Operator
- 4 Surface Heater and Planer Operator

HYDRAULIC HOES

- 5 Hydraulic Backhoe Operator, wheel type 3/8 cu. yd. and under with or without front end attachments 2-1/2 cu. yd. and under (Ford, John Deere, Case type)
- 4 Hydraulic Backhoe Operator, Track Type 3/8 cu.yd. (Note: Over 3/8 cu. yd. takes Shovel Classification rate)

LOADERS

- 6 Bucket Elevator Loader Operator, Barber-Greene and similar types
- 5 Loaders, rubber-tired type, 2-1/2 cu. yd. and under
- 5 Elevating Grader Operator, Tractor Towed requiring Operator or Grader
- 4 Belt Loader Operator, Kolman and Ko Cal types
- 4 Loader Operator, front end and overhead, 2-1/2 cu. yd. and under 4 cu. yd.
- 4 Elevating Loader Operator, Athey and similar types
- 4 Elevating Grader Operator, Sierra, Euclid or similar types
- 3 Loader Operator, 4 cu. yd. but less than 6 cu. yd.
- 2 Loader Operator, 6 cu. yd. and over

OILERS

- 6 Oiler
- 6 Guardrail Punch Oiler
- 6 Truck Crane Oiler-Driver, 25 ton or over
- 6 Auger Oiler
- 6 Grade Oiler, required to check grade

POWER EQUIPMENT OPERATORS
(GROUP CLASSIFICATIONS continued)

OILERS(continued)

- 5 Service Oiler (Greaser)
- 6 Grade Checker

PILEDRIVERS (Use Crane rates when driving or pulling piling)

- 4 Hammer Operator
- 4 Piledriver Operator (not crane type)

PIPE LINE - Sewer Water

- 6 Tar Pot Fireman
- 6 Tar Pot Fireman (power agitated)
- 6 Hydraulic Pipe Press Operator
- 5 Hydra Hammer or similar types
- 5 Pavement Breaker Operator
- 4 Pipe Cleaning Machine Operator
- 4 Pipe Doping Machine Operator
- 4 Pipe Bending Machine Operator
- 4 Pipe Wrapping Machine Operator
- 4 Boring Machine Operator
- 4 Back Filling Machine Operator

PUMPS

- 6 Pump Operator, any power
- 6 Hydrostatic Pump Operator
- 5 Pump Operator, more than 5 (any size)
- 5 Pot Rammer Operator

RAILROAD EQUIPMENT

- 6 Brakeman
- 6 Oiler
- 6 Switchman
- 6 Motorman
- 6 Ballast Jack Tamper Operator
- 5 Locomotive Operator
- 5 Ballast Regulator Operator
- 5 Ballast Tamper Multi-Purpose Operator
- 5 Track Liner Operator
- 5 Tie Spacer Operator
- 5 Shuttle Car Operator

REMOTE CONTROL

- 2 Remote controlled earth-moving equipment

POWER EQUIPMENT OPERATORS
(GROUP CLASSIFICATIONS continued)**REPAIRMEN, Heavy Duty**

- 6 Parts Man (Tool Room)
- 6 H.D. Repairman Tender
- 6 Welder's Tender
- 4 Diesel-Electric Engineer (Plant or Floating)
- 4 Bolt Threading Machine Operator
- 4 Drill Doctor (Bit Grinder)
- 4 H.D. Mechanic
- 4 H.D. Welder
- 4 Machine Tool Operator
- 4 Combination H.D. Mechanic-Welder, when dispatched and/or when required to do both
- 4 Welder - Certified, when dispatched and/or required

RUBBER-TIRED SCRAPERS

- 4 Rubber-tired Scraper Operator, single engine, single scraper
- 4 Self-loading, paddle wheel, auger type under 15 cu. yd.
- 4 Rubber-tired Scraper Operator, twin engine
- 4 Rubber-tired Scraper Operator, with push-pull attachments
- 3 Rubber-tired Scraper Operator with tandem scrapers
- 2 Rubber-tired Scraper Operator, with tandem scrapers, multi-engine
- 4 Self-loading, paddle wheel, auger type 15 cu. yd. and over, single engine
- 3 Self-loading, paddle wheel, auger type, finish and/or 2 or more units

SHOVEL, DRAGLINE, CLAMSHELL, BACKHOE, SKOOPER, ETC., OPERATOR

- 6 Oiler
- 6 Grade Oiler (required to check grade)
- 6 Grade Checker
- 6 Fireman
- 4 Diesel-Electric Engineer
- 4 Stationary Drag Scraper Operator
- 4 Shovel, Dragline, Clamshell, Hoe etc., Operator under 3 cu. yd.
- 4 Grade-all Operator
- 2 Shovel, Dragline, Clamshell, Hoe etc., Operator 3 cu. yd. and over

SIGNALMAN

- 6 Bell Boy, phones, etc., Operator
- 6 Helicopter Radioman (ground)

POWER EQUIPMENT OPERATORS
(GROUP CLASSIFICATIONS continued)**SURFACING (BASE) MATERIAL**

- 6 Roller Operator, grading of base rock (not asphalt)
- 5 Roller Operator, Oiling, C.T.B.
- 6 Tamping Machine Operator, mechanical, self-propelled
- 6 Hydrographic Seeder Machine Operator, straw, pulp or seed
- 5 Rock Spreaders, self-propelled
- 5 Pulva-mixer or similar types
- 4 Blade Mounted Spreaders, Ulrich and similar types
- 5 Chip Spreading Machine Operator
- 5 Lime Spreading Operator

SWEEPERS

- 6 Broom Operator, self-propelled
- 5 Sweeper Operator (Wayne type) self-propelled

TRACTOR - RUBBER TIED

- 5 Tractor Operator, rubber-tired, 50 H.P. Flywheel and under
- 4 Tractor Operator, rubber-tired, over 50 H.P. Flywheel
- 4 Tractor Operator, with boom attachment
- 4 Rubber-tired Dozers and Pushers (Michigan, Cat, Hough type)

TRENCHING MACHINE

- 6 Oiler
- 6 Grade Oiler (required to check grade)
- 5 Trenching Machine Operator, maximum digging capacity 3 ft. depth
- 4 Trenching Machine Operator, maximum digging capacity over 3 ft. depth
- 4 Back Filling Machine Operator
- 2 Wheel Excavator
- 2 Canal Trimmer
- 2 Band Wagon (in conjunction with wheel excavator)

TUNNEL

- 4 Mucking Machine Operator
- 6 Conveyor Operator (any type)
- 4 Shield Operator
- 6 Air Filtration Equipment Operator

WELDING MACHINES

- 6 Welding Machine Operator

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

UNDERWATER EQUIPMENT

2 Underwater Equipment Operator, remote or otherwise, when used in construction work

ROOFERS

Area 1:

- o Roofers 17.14 4.30
- o Handling coal tar pitch 18.85 4.30

Area 2:

- o Roofers 15.79 4.48
(Add \$2.00 per hour to Fringe for work with irritable Bituminous material.)

Area 3:

- o Roofers 13.46 2.05
(Add \$1.50 per hour to Fringe for work with irritable Bituminous material.)

Area 4:

- o Roofers 15.00 3.85
(Add \$2.00 per hour to Fringe for work with irritable Bituminous materials)

Area 5:

- o Roofers 16.10 3.55
(Add \$3.00 per hour to Fringe for work with irritable Bituminous materials)

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

<u>Area 3</u>	<u>Area 4</u>	<u>Area 5</u>
Malheur	Umatilla	Morrow
	Union	
	Wallowa	

SHEETMETAL WORKERS

Area 1 18.55 5.63
(Add \$0.75 to base rate for work performed on any swinging platform, swinging chair, or swinging ladder)

Area 2 17.41 4.28
(Add \$1.75 to base rate for work performed whenever it is possible for worker to fall 30 feet or more)
(Add \$1.75 to base rate for work performed in an area where epoxy resins or other injurious chemicals are being applied)

Area 3 19.75 5.07
(Add \$1.00 to base rate for work where it is necessary to wear a chemically activated face mask)
(Add \$1.00 to base rate for work where employee is required to wear a fresh air mask due to nuclear related work)
(Add \$.45 to base rate for work on a swinging stage, swinging scaffold or bosun chair in excess of 30 feet above the ground)

Area 4 17.34 3.79

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		

<u>Area 2</u>	<u>Area 3</u>	<u>Area 4</u>	<u>Area 4 (cont)</u>
Baker	Morrow	Coos	Josephine
Malheur	Umatilla	Curry	Klamath
	Union	Douglas	Lake
	Wallowa	Jackson	Lane

SOFT FLOOR LAYERS

Area 1 15.98 4.00 + a
Area 2 13.66 1.19

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

SOFT FLOOR LAYERS(continued)

Area 1 - All counties except Malheur County

Area 2 - Malheur County

SPRINKLER FITTERS 20.90 4.83**TENDERS TO MASON TRADES**

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

15.99 4.12

(Add \$0.50 to base rate for refractory work)
(Add to base rate an amount equal to that received for safety belt requirements or other unusual job conditions by the mechanic this worker is tending)**TENDERS TO PLASTERERS** 15.50 4.12**TILE SETTERS**

Area 1 17.60 4.20

(Add \$.50 to base rate if safety belt required by State safety regulations or work involves epoxy, furnane, alkorr, acetylene, black grouting and/or steam cleaning.)

Area 2 18.00 4.37

(Add \$.24 to base rate if safety belt required by State safety regulations; \$.20 if work involves epoxy, furnane, alkorr, acetylene, black grouting, and/or steam cleaning.)

<u>Area 1</u>	<u>Area 1(cont)</u>	<u>Area 2</u>	<u>Area 2(cont)</u>
Baker	Polk	Benton	Josephine
Clackamas	Sherman	Coos	Klamath
Clatsop	Tillamook	Crook	Lake
Columbia	Umatilla	Curry	Lane
Gilliam	Union	Deschutes	Lincoln
Hood River	Wallowa	Douglas	Linn
Malheur(a)	Wasco (b)	Grant	Malheur (c)
Marion	Washington	Harney	Wasco (d)
Morrow	Yamhill	Jackson	Wheeler
Multnomah		Jefferson	

a) North half
b) North of Maupinc) South half
d) Maupin and south thereof**TILE & TERRAZZO FINISHERS**

Area 1 13.54 2.85

(Add \$.50 to base rate if safety belt required by State safety regulations or work involves epoxy, furnane, alkorr, acetylene, black grouting and/or steam cleaning.)

Area 1

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

Gilliam

a) North Half

b) North of Maupin

TRUCK DRIVERS**Zone 1 (Base Rate):**

o Group 1	16.73	5.50
o Group 2	16.85	5.50
o Group 3	16.98	5.50
o Group 4	17.23	5.50
o Group 5	17.45	5.50
o Group 6	17.60	5.50
o Group 7	17.88	5.50

Note: A Hazardous Waste Removal Differential must be added to the base rate if work is performed inside the boundary of a Federally Designated Hazardous Waste Site. For further information on this, call the Prevailing Wage Rate Coordinator at 229-6655.**Zone Differential for 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.**

TRUCK DRIVERS (continued)

Reference 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	

<u>Work</u>	<u>Group</u>
A-Frame or Hydra-lift Truck w/load bearing surface.	1
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:	
Up to and inc. 10 cu. yds.	1
Over 10 cu. yds. and inc. 30 cu. yds	3
Over 30 cu. yds. and inc. 50 cu. yds	4
Over 50 cu. yds. and inc. 60 cu. yds	5
Over 60 cu. yds. and inc. 80 cu. yds	6
Over 80 cu. yds. and inc. 100 cu. yds	7
Dumpsters or Similar Equipment--all sizes	2
Flaherty Spreader Driver or Leverman	2
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	2
Lubrication Man, Fuel Truck Driver, Driver, Tireman, Wash Rack, Steam Cleaner or combination.	1

TRUCK DRIVERS (Continued)

Lumber Carrier, Driver-Straddle Carrier--used in loading, unloading and transportation of material on job site.	2
Oil Distributor Driver or Leverman.	2
Pilot Car	1
Slurry Truck Driver or Leverman	1
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	2
Over 7 cu. yds. and inc. 11 cu. yds	3
Over 11 cu. yds. and inc. 15 cu. yds.	4
Team Drivers.	1
Tireman, full-time basis.	1
Truck Helper.	1
Truck Mechanic--Welder--Body Repairman	3
Truck Mechanic Helper	1
Water Wagons (Rated Capacity) up to:	
3000 gallons	1
3000 to 5000 gallons	2
5000 to 10,000 gallons.	3
10,000 to 15,000 gallons	4
Winch Truck--takes classification of truck on which winch is mounted	

WELDERS; RIGGERS

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

PAYROLL

NAME OF CONTRACTOR <input type="checkbox"/> OR SUBCONTRACTOR <input type="checkbox"/>				ADDRESS															
				Phone: ()															
FOR WEEK ENDING		CONTRACTING AGENCY				PROJECT AND LOCATION				PROJECT OR CONTRACT NO.				DATE CONTRACT SPECIFICATIONS FIRST ADVERTISED FOR BID					
		Phone ()																	
(1) NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) W/H EX- EMP- TIONS	(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	TOTAL DEDUC- TIONS	
				M	T	W	T	F	S	S									
			O																
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			S																

CERTIFIED STATEMENT

I _____, _____
 (Name of 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 period commencing on the _____ day
 of _____, 19____, and ending the _____ day of _____, 19____,
 all persons employed on said project have been paid the full weekly wages earned, that no rebates have
 been or will be made either directly or indirectly to or on

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

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

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

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS:

In addition to the basic hourly wage rates paid to each worker listed in the above referenced
 payroll, payments of fringe benefits as listed in the contract have been or will be made to appro-
 priate 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) EXCEPTIONS:

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,
 Wage and Hour Division, P.O. Box 800, Portland, OR 97207-0800.

BUREAU OF LABOR AND INDUSTRIES - WAGE AND HOUR DIVISION

INSTRUCTIONS FOR COMPLETING PAYROLL AND CERTIFIED STATEMENT FORM, WH-38
(Rev 6/91)

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 benefits to the various plans, funds, or programs or by making these payments to the employees as cash in lieu of fringe benefits.

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 fringe benefits and provides for the contractor's representation in the certified statement that he/she is paying other benefits required by the contract and not paid as cash in lieu of fringe benefits. Detailed instructions concerning the preparation of the form follow:

Fill in all boxes at the top of the 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 can 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 the rate of pay box, list actual hourly rate paid the employee for straight time worked plus any cash in lieu of fringe benefits paid to the employee. When recording the straight time hourly rate, any cash paid in lieu of fringe benefits 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 fringe benefits, 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 column (6) 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 fringe benefits, 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 fringe benefits 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 Sections 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 fringe benefits. 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 fringe benefits and the hourly amount paid to plans, funds, or programs as fringe benefits. 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 fringe benefits 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 an 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
Estimated Construction Period _____				\$		\$

_____ determines that (Agency Forces)(Contractor) can perform this work at the least cost.

(Name of Agency)

(cross out one)

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, P.O. Box 800, Portland, Oregon 97207-0800.

NOTICE OF AWARD OF PUBLIC WORKS CONTRACTS
(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,
P.O. Box 800
Portland, Oregon 97207-0800

FORM WH-81 (Rev. 1/91)

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 CONTRACTS
(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) 122-4567

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,
P.O. Box 800
Portland, Oregon 97207-0800

FORM WH-81 (Rev. 1/91)

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, 1991

G. Date Contract Specifications Advertised for Bid:

July 2, 1991

BUREAU OF LABOR AND INDUSTRIES
P.O. BOX 800
PORTLAND, OREGON 97207-0800

ADDRESS CORRECTION REQUESTED

BULKRATE
U.S. Postage
PAID
Portland, Oregon
Permit No. 0458

M.E.R.C.
Attn: Freda Walker
P.O. Box 2746
Portland, OR

97208

GENERAL CONDITIONS

102 INSTRUCTIONS TO BIDDERS

102.01 DISADVANTAGED BUSINESS PROGRAM

A. Contractor agrees to follow the policies and rules set out in the MERC's Request for Proposals regarding Disadvantaged Business Enterprises and Women-Owned Business Enterprises for any and all subcontracts as they may relate to this Contract. The MERC's Disadvantaged Business Program by this reference is hereby fully incorporated as if fully set forth herein.

B. Contractor agrees to follow the MERC's target area first opportunity hiring policy which by this reference is hereby fully incorporated as if fully set forth herein.

C. Contractor shall provide reports on its compliance with the Disadvantaged Business Program and Target Area First Opportunity Hiring Policy.

D. The MERC reserves the right, at all times during the period of the Contract, to monitor compliance with the terms of the Disadvantaged Business Program, Target Area First Opportunity Hiring Policy and the Contract.

102.02

Omitted

102.03 FORM OF BID AND ORGANIZATION

A. Enclose the Bid, bond, certified check or cashier's check in a sealed, labeled, and addressed envelope and file as required in the Invitation for Bids. The outside of the envelope should plainly identify: (1) the Project Name, (2) the Bid Opening date, and (3) the Bid Number.

B. All Bids must be clearly and distinctly typed or written with ink or indelible pencil and be on the form furnished by Owner, and in addition to necessary Unit price items and total prices in the column of totals to make a complete Bid, all applicable blanks giving general information must be filled in and the Bid signed by the Contractor or a duly authorized agent. Any statement accompanying and tending to qualify a Bid may cause rejection of such Bid, unless such statement is required in the proposal embracing alternative bids.

C. Unless otherwise specified, Bidders shall bid on all items included in the Bid and the low Bidder shall be determined as noted in Subsection 103.01, AWARD OF CONTRACT. Except as provided herein, Bids which are incomplete, or fail to reply to all items required in the Bid may be rejected.

D. State whether business is being done as an individual, a co-partnership, a corporation, or a combination thereof, if incorporated, in what state, and if a co-partnership, state names of all partners. The person signing on behalf of a corporation, a co-partnership or combination thereof shall state the position held with the firm or corporation, and state whether the corporation is licensed to do business in the State of Oregon.

102.04 WITHDRAWAL, MODIFICATION OR ALTERATION OF BID

A. A Bid may only be withdrawn by written or telegraphic request of Bidder and received by Owner prior to the scheduled closing time for filing bids.

B. Prior to Bid Opening, changes may be made provided the change is initialed by Bidder or his agent. If the intent of Bidder is not clearly identifiable, the interpretation most advantageous to Owner will prevail.

102.05 LATE BIDS

Bids received after the scheduled closing time for filing bids, as set forth in the Invitation for Bids will be rejected and returned unopened to Bidder unless such closing time is extended by Owner.

102.06 BID GUARANTY

Unless covered by an annual bid bond, filed with the Owner, in an unencumbered amount sufficient to cover all pending bids, all bids must be accompanied by a Bid Guaranty guaranteeing that the Bid will be irrevocable for thirty (30) days from date of bid opening unless specified otherwise, in the form of a certified check or cashier's check payable to the order of the Owner, or a bidder's bond in such form as is approved by the City Attorney in an amount of at least ten percent (10%) of the amount of the Bid. Such Bid Guaranty shall be forfeited as liquidated damages if the Bidder shall fail or neglect to furnish a Performance Bond and insurance, if required, and to execute and return the Contract within ten (10) working days after issuance of the Contract. Return of the Bid Guaranty will be made pursuant to Chapter 5.44 of the Code.

102.07 INTERPRETATION OF CONTRACT AND ADDENDA

A. If it should appear to a Bidder that the work to be done or matters relative thereto are in conflict or not sufficiently described or explained in the Contract Documents or that Contract Documents are not definite and clear, the Bidder shall make written inquiry regarding same to the Project Manager.

B. If in the judgment of the Project Manager or Purchasing Agent, additional information or interpretation is necessary, such information will be supplied in the form of an addendum which will be delivered to all individuals, firms and corporations who have taken out contract documents. Such addendum shall have the same binding effect as though contained in the main body of the contract documents.

C. Any addendum or addenda issued by the Owner which may include changes, corrections, additions, interpretations or information, and issued five working days or more before the

scheduled closing time for filing bids, shall be binding upon the Bidder. Owner shall send copies of such addenda to all contractors who have obtained copies of the contract documents for the purpose of bidding thereon, but failure of the Contractor to receive or obtain such addenda shall not excuse him from compliance therewith, if he is awarded the contract.

ORAL INSTRUCTIONS OR INFORMATION CONCERNING THE BID DOCUMENTS OR THE PROJECT GIVEN OUT BY OFFICERS, EMPLOYEES OR AGENTS OF THE OWNER TO PROSPECTIVE BIDDERS SHALL NOT BIND THE OWNER.

102.08 EXAMINATION OF CONTRACT, SITE OF WORK AND SUBSURFACE DATA

A. The bidder shall carefully examine the sites (including material sites) of the proposed work, the bid, plans, special provisions, specifications, addenda, and contract forms. The submittal of a bid shall be conclusive evidence that the bidder has made such examinations and understands all the requirements for the performance of the completed work.

B. The bidder shall determine the methods, materials, labor, and equipment required to perform the completed work and shall reflect their cost in the bid prices. Any costs exceeding those anticipated by the bidder will not entitle him to additional compensation except as may be provided in Section 104.

C. The availability of subsurface information from the Project Manager is solely for the convenience of the Bidder and shall not relieve the Bidder or the Contractor from any risks or of any duty to make his own examinations and investigations as required by this section or any other responsibility under the contract.

102.09 FAMILIARITY WITH LAWS AND ORDINANCES

The Bidder shall be familiar with all Federal, State and local laws, ordinances, and regulations which in any manner might affect those engaged or employed in the work or the materials or equipment used in the proposed construction, or which in any way affect the completion of the work. If the Bidder, or Contractor, shall discover any provision in the

Contract which is contrary to or inconsistent with any law, ordinance or regulation, he shall immediately report it to the Owner in writing. No plea of misunderstanding or ignorance of the law will be considered.

102.10 AMOUNT OF WORK TO BE DONE

Owner reserves the right to increase or decrease the amount of any class or portion of the work. No such change in the work shall be considered as a waiver of any condition of the Contract nor shall such change invalidate any of the provisions thereof.

The estimate of quantities of work to be done under unit price bids is approximate and is given only as a basis of calculation for comparison of bids and award of the Contract. The Owner does not by implication agree that the actual amount of work will correspond to the amount as shown or estimated. Payment will be made at unit prices only for work actually performed or materials actually furnished according to actual measurement. If the amount of any items exceeds the total contract amount by more than 25%, compensation will be made by way of a change order in advance of the performance of the work.

Bidders must include in their bid prices the entire cost of each item of the Work set forth in the Bid.

The unit contract prices for the various bid items of the Contract shall be full compensation for all labor, materials, supplies, equipment, tools and all things of whatsoever nature required for the complete incorporation of the item into the Work the same as though the item were to read "In Place."

102.11 REJECTION OF BIDS

A. Owner reserves the right to reject any or all Bids in whole or in part or to waive irregularities as specified in ORS 279.035 and ORS 279.037.

B. When, in the opinion of the Owner, any of the unit prices are excessively unbalanced (either above or below the amount of a reasonable bid) to the potential detriment of the Owner, such bid may be rejected.

C. The invitation to bid does not commit the City to pay any costs incurred by any Bidder in the preparation or submittal of a Bid.

102.12 CONFLICT OF INTEREST

A Bidder filing a Bid thereby certifies that no officer, agent, or employee of the MERC who has a financial interest in this Bid has participated in the Contract negotiations on the part of the City, that the Bid is made in good faith without fraud, collusion, or connection of any kind with any other Bidder for the same call for bids, and that the Bidder is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.

102.13 INELIGIBILITY FOR PUBLIC CONTRACTS FOR FAILURE TO PAY PREVAILING RATE OF WAGE

The Bidder, in submitting the Bid, certifies that the Bidder is not ineligible to receive a Contract for a public work, as set forth in ORS 279.361 and agrees, if awarded Contract, that every Subcontractor will be required to certify such compliance, and certification will be filed with the Auditor prior to such Subcontractor commencing any work under the Contract.

102.14 ORS 654.150 SANITARY FACILITIES AT CONSTRUCTION PROJECTS STANDARDS, EXEMPTIONS

If the contract price is estimated (itemized bid) or bid (lump sum) by Contractor at \$500,000 or more, Contractor shall be responsible for all costs that may be incurred in complying with or in securing exemption or partial exemption from the requirements of ORS 654.150, (Sanitary facilities at construction projects; standards, exemptions) and the rules adopted pursuant to ORS 654.150. Whether or not ORS 654.150 is applicable to the project is the sole responsibility of the Contractor.

102.15 BUSINESS LICENSE

A City of portland business license is required of any one doing business in the City of portland.

103 AWARD AND EXECUTION OF CONTRACT

103.01 AWARD OF CONTRACT

A. The award will be made by Owner to the Bidder submitting the lowest Responsible and Responsive Bid.

B. While price extensions are required as a matter of convenience, in the event of error in extensions, the unit prices bid shall govern.

C. Determination of the lowest Bidder and award are subject to review and determination by the Attorney as to legal sufficiency of any bid submitted.

D. Award and tender of Contract, if it is awarded, shall be made within thirty (30) calendar days, unless otherwise specified, after the date of opening of bids.

103.02 EXECUTION OF CONTRACT

The Bidder to whom award is made shall execute and return the Contract in the required number of copies, and shall furnish a Performance and Payment Bond and other required bonds or security and insurances satisfactory to Owner within ten (10) working days after issuance of the Contract.

103.03 FAILURE TO EXECUTE CONTRACT

Failure on the part of the Bidder to whom the Contract is awarded to execute the Contract as provided for in Subsection 103.02 shall be just cause for cancellation of the award, withdrawing tender of the Contract and forfeiture of the Bid Guaranty to Owner. The forfeited Bid Guaranty shall become property of Owner, not as a penalty, but in liquidation of

damages sustained. Award may then be made to the next lowest Responsible and Responsive Bidder, or the Work may be readvertised, or otherwise, as Owner may decide.

103.04 TRANSFER OF CONTRACT AND INTERESTS THEREIN

A. Excepting Surety assignment under the Performance and Payment Bond, the Contract is not assignable to any other party or parties without the prior written consent of Owner. In case of any attempted transfer without permission, Owner may refuse to continue the Contract either with the transferor or the transferee, but all rights of action for any breach of the Contract by Contractor are reserved to the Owner. Subcontracting shall not be considered assignment of the Contract. No officer of Owner, nor any person employed in its service is or shall be permitted any share or part of the Contract or is or shall be entitled to any benefit which may arise from the contract.

B. Any assignment of money shall be subject to all proper setoffs and withholdings in favor of Owner and to all deductions provided for in the Contract, and particularly all money withheld, whether assigned or not, shall be subject to being used by Owner for completion of the Work in the event Contractor should be in default.

103.05 PERFORMANCE AND PAYMENT BOND

At the time of execution of the Contract, furnish Performance and Payment Bond or Bonds approved by the Owner and Attorney in an amount equal to the amount of the Contract based upon the estimate of quantities or lump sum as set forth in the Bid, conditioned upon a compliance with and fulfillment of all terms and provisions of the Contract, including maintenance, repair and replacement, and all applicable laws for prompt payment, as due, to all persons supplying labor and/or material for prosecution of the Work.

103.06 PROOF OF INSURANCE

Obtain all insurance required in the Contract and furnish a certificate for approval by the Attorney. Maintain insurance throughout the life of the Contract which will hold Owner harm-

less and shall indemnify Owner for any and all losses to third persons or to Owner arising out of the operations, including any contingent liability.

103.07 FOREIGN CONTRACTOR

A Foreign Contractor awarded a contract with a price exceeding \$10,000 under provisions of ORS Chapter 279, shall promptly report to the Department of Revenue on forms to be provided by the Oregon Department of Revenue the total contract price, terms of payment, length of contract and such other information as may be required before final payment can be received on the public contract. Final payment shall not be made until this provision has been accomplished.

104 SCOPE OF WORK

104.01 PLANS AND SPECIFICATIONS

The Contract Documents will govern the work to be done. Plans furnished and included with Specifications indicate the work proposed and the results that are intended to be accomplished. Anything mentioned in the Specifications and not shown on the Plans and detailed drawings, or shown on the Plans and detailed drawings and not mentioned in the Specifications, shall be of like effect as though shown or mentioned in both. Specifications and Plans referred to in any of the Contract Documents shall be considered as being included in the document in which such reference is made. When a particular Standard Plan or Specification is referred to, such reference shall be to the Standard Plan or Specification which is in force at the time of advertising for bids.

104.02 PRECEDENCE OF CONTRACT DOCUMENTS

In case of conflict, the order of precedence of the following documents in controlling the work shall be:

1. Contract
2. Addenda
3. Permits from outside agencies required by law
4. Special Specifications (provisions)
5. Bid
6. Plans
7. Standard Plans
8. Standard Specifications

Change Orders, supplemental agreements and approved revisions to Plans and Specifications will take precedence over Contract Documents listed above.

105 CONTROL OF WORK

105.03 CONTRACTOR'S RESPONSIBILITY FOR WORK

A. Do all work and furnish all labor, materials, equipment, tools, and machines necessary for the performance and completion of the project in accordance with the Contract Documents. Be obligated to determine and be responsible for the method of performing the abatement work.

B. All work and material for the contract, including any authorized extra work, shall be at the sole risk of the Contractor until the entire improvement has been accepted by the Owner. Any damage to either permanent or temporary work, utilities, materials, or equipment and facility shall be repaired to the satisfaction of the Project Manager at the Contractor's expense, except for third party damage or vandalism involving any section of the facility completed to a fully functional stage or any contract proposal item of the permanent work which is totally completed and functional and which is located on sections of the project that are open for public use.

Damage qualifying under the above exceptions shall be repaired promptly as ordered by the Project Manager, and compensation shall be made at applicable unit contract prices. If unit prices are deemed by the Project Manager as not being

applicable, payment shall be made by agreed price. If the unit of work is "Lump Sum", compensation will be made in accordance with Section 109.03 (Compensation for Alteration of Contract). Where public safety is affected, the Project Manager may elect to accomplish repair by means of the Owner's own forces.

105.04 NOTIFICATION OF UTILITIES AND AGENCIES

A. Obtain prior approval from the Project Manager for closing or partial closing of any street. Give at least two (2) working days advance notice of such closure to all agencies providing emergency services, including without limitation police, fire and ambulance services. Notification shall include, but not be limited to the time of commencement and completion of work, names of streets or location of alleys to be closed, or partially closed, schedule of operations and routes of detours where applicable.

B. When performing work in streets and easements, whether inside or outside Owner's legal boundaries, notify all of the affected utilities and local agencies about the operations so as to properly coordinate and expedite the work in such a manner as to cause the least amount of conflict and interference between the work and operations of other agencies.

Northwest Natural Gas Co.
Pacific Northwest Bell Telephone Co.
Portland General Electric Company
Pacific Power & Light Co.
Cablesystems Pacific
Liberty Cable Television
Division of Street Lighting
Fire Alarm Division (Fire Bureau)
Bureau of Water (Operations and Maintenance Div.)
Bureau of Maintenance
Traffic Engineering

There may be other utilities and/or companies with private facilities located in the working area. Notify them, if possible, and be responsible for damage to their lines and equipment.

The right is reserved to the Owner and the Owners of utilities, or their authorized agents, to enter upon the street right-of-way for the purpose of making changes as are necessary.

for the rearrangement of their facilities or for making necessary connections or repairs. The Contractor shall cooperate with forces engaged in this work and shall conduct his operations in such a manner to avoid any unnecessary delay or hindrance to the work being performed by other forces.

105.05 UTILITIES AND EXISTING IMPROVEMENTS

A. Information shown as to location of existing water courses, drains, sewer lines or utility lines which cross or are adjacent to the project, has been compiled from data at hand or supplied by utilities and is not guaranteed to be accurate.

B. Operation of water valves and hydrants by unauthorized personnel is strictly prohibited. Obtain hydrant permits and/or written permission from the Portland Bureau of Water Works and pay any required fees, prior to using water hydrant.

C. Provide for the flow of sewers, drains, or water courses interrupted during the progress of the Work, and restore such drains or water courses as approved by the Project Manager, at no additional cost to Owner.

D. Be responsible for all costs for the repair of any all damage to any Utility, whether previously known or disclosed during the Work, as may be caused by the Work. Maintain in place Utilities not shown on the drawings to be relocated or altered by others. If Contractor requires temporary relocation, for his convenience or because of the method of construction or as a result of site conditions, Contractor shall bear all costs for said temporary relocation. Maintain Utilities which are relocated by others in their relocated positions in order to avoid interference with structures which cross the project Work.

E. Make excavations and borings ahead of work, as necessary, to determine the exact location of interfering utilities or underground structures. When this is not feasible or practical or the need for such work was not foreseen, such Utility owners or the Owner shall have the right to enter upon the right-of-way and upon any structure therein for the purpose of making new installations, changes or repairs. Conduct operations so as to provide the time needed for such work to be accomplished during the progress of the improvement, at no additional cost to Owner.

F. The Bidders agree to provide for a reasonable amount of time for design changes and/or utility relocations due to said interference. No additional compensation for interruption of

schedule, extended overhead, delay or any other impact, claim or ripple effect or any other costs will be paid. Additional contract time will be allowed for these conflicts or interferences.

105.08 PROTECTION OF PROPERTY

A. Protect all public and private property, insofar as it may be endangered by operations and take every reasonable precaution to avoid damage to such property.

B. Restore and bear the cost of any public or private improvement facility, structure or land and landscaping within the Right-of-Way or Easement which is damaged or injured directly or indirectly by or on account of an act, omission, or neglect in the execution of the Work. Restore to a condition substantially equivalent to that existing before such damage or injury occurred, by repairing, rebuilding, or otherwise affecting restoration thereof, or if this is not feasible, make a suitable settlement with the owner of the damaged property.

105.09 USE OF WORK DURING CONSTRUCTION

A. Upon request and with approval of the Owner, or upon order of Owner, Contractor will be relieved of the duty of maintaining and protecting certain portions of work which are approved to be placed in service and which have been completed in accordance with the Contract Documents, including cleanup.

B. Owner shall have the right to take possession of and use any completed or partially completed portions of the improvement. Such use shall not be considered as final acceptance of the improvement or portions thereof.

C. In addition, such action by Owner will relieve the Contractor of responsibility for injury or damage to said completed portions of the work resulting from use by public traffic or from the action of the elements or from any other cause, excepting injury or damage resulting from Contractor's own operations or from his negligence. Contractor will not be required to again clean up such portions of the improvement prior to field acceptance, excepting for such items of work as result from his operations. However, nothing in this section shall be construed as relieving Contractor from full responsibility for making good, work or materials found to be defective.

105.10 FURNISHING TEMPORARY SERVICES AND FACILITIES

Power disconnects and water service will be made available by the owner. If temporary light, water and power are required, it will be the Contractor's responsibility to install, furnish and maintain temporary light, power, water and any temporary services or facilities complete with connecting piping, wiring, lamps, and similar equipment as required during construction of the Work, including testing and start up. Remove temporary facilities upon completion of work. Obtain all permits and bear all costs in connection with temporary services and facilities. Conform to applicable statutes, rules, codes, and other requirements in the use of these facilities.

105.11 VERBAL AGREEMENTS OR REPRESENTATIONS

No verbal agreement or conversation by or with any officer, agent or employee of the Owner, either before or after execution of the Contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising the Contract. Any such verbal agreement or conversation is in no way binding upon Owner and shall not be the basis for any claim for additional compensation by the Contractor or a defense to any claim by Owner.

105.12 WATER AND AIR POLLUTION CONTROL

A. During the term of the Contract, Contractor's operations shall conform to applicable laws and regulations of the Oregon Department of Environmental Quality, and other agencies of the State and Federal government, as well as, local Ordinances and Resolutions designed to prevent, control and abate water and air pollution.

B. During all phases of the Work, or when directed, protect worksites, storage and disposal areas from washout and erosion, and take precautions to control or abate dust nuisance and air pollution by cleaning up, sweeping, sprinkling, covering, enclosing or sheltering work areas, and stockpiles, and by promptly removing from paved streets earth or other material which may become airborne or may be washed into waterways or drainage systems.

105.13 NOISE

A. Comply with applicable noise regulations as established in Title 18 of the Code.

B. Variances from City of Portland noise regulations may be granted by the Noise Control Officer or by the Noise Review Board, depending upon the nature, location, and period of time for which the variance is sought. Obtain any necessary variance in the manner prescribed by the Code.

105.14 ACCESS TO THE WORK

A. provide access to the work for representatives of the Owner, the State of Oregon, the Federal Government, and other entities having jurisdiction in the area.

B. Allow access to Project Manager or his representatives to all parts of the Work at all times. Furnish them with every reasonable facility for ascertaining if the Work meets requirements and intent of the Contract.

105.15 DEFECTIVE OR UNAUTHORIZED WORK

A. All work which does not conform to the requirements of the Contract shall be considered as unacceptable.

B. Upon discovery immediately remove unacceptable and defective work and replace by work and materials which conform to the Contract. This provision shall have full effect regardless of the fact that the unacceptable work may have been done or the defective materials used with, the full knowledge of the Inspector or Project Manager.

106 CONTROL OF MATERIAL

106.07 TRADE NAMES, EQUALS OR SUBSTITUTIONS

A. In order to establish a basis of quality, certain processes, types of machinery or equipment or kinds of materials may be specified either by description of process or by designating a manufacturer by name and referring to a brand or product designation or by specifying a kind of material. It is not the intent of these Specifications to exclude other processes, equipment or materials of equal value, utility or merit.

B. Whenever a process is designated or a manufacturer's name, brand or item designation is given or whenever a process or material covered by patent is designated or described it shall be understood that the words "or equal" follow such name, designation or description, whether in fact they do so or not. This "or equal" clause is not a warranty, either expressed or implied by Owner that an equal exists and Contractor shall determine for himself, prior to bid, at his sole risk, whether and to what extent process, machinery, equipment or materials claimed as equal is in fact acceptable.

C. The Contractor may offer to furnish materials or equipment of equal or better quality and performance other than that specified as a substitute after the Contract is executed by furnishing a submittal of the substituted item to the Project Manager. If the offer of substitution necessitates changes to or coordination with any other portion of the Work the data submitted shall include drawings and details showing all such changes. Contractor agrees to perform these changes as part of the substitution of material or equipment. Acceptance by the Project Manager shall not relieve the Contractor from full responsibility for the efficiency, sufficiency, quality and performance of the substituted material or equipment in the same manner and degree as the material and equipment specified by name. Any cost differential associated with a substitution shall be reflected in the contract price and the contract shall be appropriately modified by change order. No substitutions will be made without the written approval of the Project Manager.

D. If it is desirable to furnish items of equipment or materials by manufacturers other than those specified, as a substitute after the Contract is executed, Contractor shall submit all information to Project Manager and secure approval prior to placing a purchase order or furnishing the same. The Project Manager, in his sole discretion, may approve or reject any offers of substitution.

E. If the Bid includes a list of equipment, materials or articles for which Contractor must name the manufacturer at time of submission of the Bid, no substitutions of listed items will be permitted.

107 LEGAL RELATIONS AND RESPONSIBILITIES

107.01 LAWS AND REGULATIONS

A. Comply with all Federal and State laws, all local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the Work, or which in any way affect the conduct of work. protect and indemnify Owner and his representative against any claim or liability arising from or based on the violation of any such law, ordinance, regulations, order or decree, whether by Contractor, Subcontractors, suppliers of materials or services, or others engaged by the Contractor, or their employees.

107.02 SUBCONTRACTORS

A. Work shall not be transferred or subcontracted without prior consent of Owner, after contract award and notice of contractor subcontractor agreements have been submitted, without consent of the Project Manager.

B. Use of subcontractors, material suppliers or equipment suppliers shall in no way release Contractor from any obligations of contract with Owner.

C. Contractor will provide in all subcontract agreements that the Subcontractor, material supplier and equipment supplier will be bound by the terms and conditions of this Contract to the extent that they relate to the Subcontractor's work, material or equipment. All Subcontractor's agreements will also provide that they are assignable to the Owner at Owner's option, in the event this agreement is terminated for default of Contractor.

107.03 NO WAIVER OF LEGAL RIGHTS

Owner shall not be precluded or estopped by any measurement, estimate or certificate made either before or after completion and acceptance of work or payment therefor, from showing the true amount and character of work performed and materials furnished by the Contractor, or from showing that any such measurement, estimate or certificate is untrue or incorrectly made, or that work or materials do not conform in fact to the Contract. Owner shall not be precluded or estopped, notwithstanding any such measurement, estimate or certificate, or payment in accordance therewith, from recovering from the Contractor and Sureties such damages as it may sustain by reason of failure to comply with terms of the Contract, or from enforcing compliance with the Contract. Neither acceptance by Owner, or by any representative or agent of the Owner, of the whole or any part of the Work, nor any extension of time, nor any possession taken by Owner, nor any payment for all or any part of the project, shall operate as a waiver of any portion of the Contract or of any power herein reserved, or any right to damages herein provided. A waiver of any breach of the Contract shall not be held to be a waiver of any other breach.

107.04 OTHER CONTRACTS

A. The Owner reserves the right to award other contracts or issue permits for work that may require coordination with the Work to be performed under the Contract.

B. When separate contracts or permits are awarded or issued for different portions of the project, "the Contractor" in the Contract Documents in each case shall be the Contractor who signs each separate Contract.

C. Mutual Responsibility of Contractors - The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall properly connect and coordinate its work with theirs.

D. If any part of the Contractor's work depends for proper execution or results upon the work of any other separate contractor, the Contractor shall inspect and promptly report to the Project Manager any apparent discrepancies or defects in such work that render it unsuitable for such proper execution and

results. Failure of the Contractor so to inspect and report shall constitute an acceptance of the other contractor's work as fit and proper to receive the Work, except as to defects which may develop in the other separate contractor's work after the execution of the Contractor's Work.

E. Should the Contractor cause damage to the work or property of any separate contractor which results in a claim against the Owner, and if the claim is not satisfied by Contractor and the separate contractor sues the Owner or initiates an arbitration proceeding on account of any damage alleged to have been so sustained, the Owner shall notify the Contractor who shall defend if requested such proceedings at the Contractor's expense, and if any judgment or award against the Owner arises therefrom the Contractor shall pay or satisfy it and shall reimburse the Owner for all attorney's fees and court or arbitration costs which the Owner has incurred.

F. The Contractor shall be responsible for any cutting, fitting and patching that may be required to complete the Work except as otherwise specifically provided in the Contract Documents. The Contractor shall not endanger any work of any other contractors by cutting, excavating or otherwise altering any work and shall not cut or alter the work of any other contractor, except as directed by the Project Manager.

G. If a dispute arises between the separate contractors as to their responsibility for cleaning up, the Owner may clean up and charge the cost of cleanup to the several contractors as the Project Manager shall determine to be just.

107.05 LIABILITY AND INDEMNIFICATION

Assume all responsibility for the Work, and bear all losses and damages directly or indirectly resulting to Contractor, to Owner, the Project Manager and their officers, agents and employees, or to others on account of the character or performance of the Work, unforeseen difficulties, accidents or any other cause whatsoever, unless such cause is due to any act, omission or conduct of the Owner.

Assume the defense if requested, indemnify and save harmless the Owner, and its officers, agents and employees from all claims, liability, loss, damage and injury of every kind, nature and description, directly or indirectly resulting from

activities in the performance of the Contract, the ownership, maintenance or use of motor vehicles in connection therewith, or the acts, omissions, operations, or conduct of the Contractor or any Subcontractor under the Contract or in any way arising out of the Contract, irrespective of whether fault is the basis of the liability or claim, and irrespective of whether act, omission or conduct of the Contractor or Subcontractor is merely a condition rather than a cause of the claim, liability, loss, damage or injury.

Contractor shall not be liable for nor be required to defend or indemnify the Owner relative to claims for damage or damages resulting solely from acts or omissions by the Owner, and its officers, agents or employees.

Any specific duty or liability imposed or assumed by the Contractor, as may be otherwise set forth in the Contract Documents, shall not be construed as a limitation or restriction of the general liability or duty imposed upon the Contractor by this section.

107.06 INSURANCE

A. GENERAL

1. The Contractor shall provide and maintain during the life of this Contract, the insurance coverage designated hereafter. All costs for such insurance are to be included in the Contract price.

2. prior to execution by Owner and before commencing work under this Contract, Contractor shall furnish the Auditor with certificates of insurance specified herein showing the type, amount, class of operations covered, effective dates, and date of expiration of policies, and containing substantially the following statement:

"The insurance covered by this certificate shall not be cancelled or materially altered, without 30 days prior written notice has been received by the Auditor."

3. In case of the breach of any provision of this Article, the Owner may either exercise other remedies available to him or, at his option, may take out and maintain, at the expense of the Contractor, such insurance as the Owner may deem proper and may deduct the cost of such insurance from any monies which may be due or become due the Contractor under this Contract.

B. REVIEW AND APPROVAL OF INSURANCE

Obtain all insurance required under this contract. Furnish certificate of insurance for review and approval by the Attorney.

Review and approval of the insurance shall not excuse the Contractor from responsibility for securing the insurance coverages with the minimum limits as required herein.

C. WORKERS' COMPENSATION, THE FEDERAL LONGSHOREMEN'S AND HARBORWORKERS' ACT AND THE FEDERAL JONES ACT

1. The Contractor shall provide, and require all Subcontractors utilized at the project to provide, Worker's compensation coverage for all persons employed in performing services under the contract, in accordance with ORS 656.001 to 656.794, either as:

(a) a carrier-insured employer; or

(b) a self-insured employer as provided by ORS 656.407.

2. Evidence of such coverage shall be filed with the MERRC and maintained for the duration of the contract.

3. The Contractor shall hold harmless, defend and indemnify the Metro E R C and its officers, agents and employees against any liability that may be imposed upon them by reason of the Contractor's failure to provide worker's compensation coverage.

4. Where work under this Contract is subject to the Federal Longshoremen's and Harborworkers' Act or the Federal Jones Act, coverage for this exposure shall be required.

D. GENERAL LIABILITY

1. Provide general liability policy that provides coverage for bodily injury including personal injury and property damage insurance, including automobile, as will protect the Contractor and Owner and its officers and employees from all things or damage which may arise from operations under this Contract or its

connection therewith, including all operations of Subcontractors. Such insurance shall provide coverage for not less than the amounts for which public bodies are responsible as set forth in Oregon Revised Statutes Chapter 30, Tort Actions Against Public Bodies, (ORS 30.270).

The insurance shall be written on a comprehensive form which includes broad form property damage on an occurrence basis. Unless excluded by Special Specification, the general liability policy shall include, without deductible, coverage for premises operations, explosion and collapse hazard, underground hazard, products, completed operations, contractual insurance, and independent contractors. Such insurance shall be maintained until final acceptance of the Work by the Owner and the products liability and completed operations coverage shall continue in force until the expiration of the guarantee period required by the Contract. Failure to maintain liability insurance as provided above shall, at Owner's option, be cause for immediate termination of the agreement.

2. Provide a letter from the insurance company stating that such insurance shall be without prejudice to coverage otherwise existing, and shall name as additional insured the Owner, its officers, agents and employees, and that the policy not be terminated or cancelled prior to acceptance of the Work by the Owner. The policy shall also provide for across liability endorsement and shall guarantee to the Owner amount of coverage for which public bodies are responsible as set forth in ORS Chapter 30, notwithstanding the naming of additional insureds.

With the insurance, Contractor shall provide, in writing, certification that the insurance policies provided do not become void upon the inclusion of additional insureds and, that to the extent that the certification is in error, Contractor shall be liable to Metro ERC and its officers and employees, and all other governmental bodies and Owner's consultant/Project Manager, who has been named as additional insured, for the full extent of liability, of the City or other governmental body, its officers and employees, and attorney's fees and costs associated with any claim or suit, not covered by insurance.

3. If set forth in the Special Specifications additional insureds may be the Owner's consultant engineer and other governmental bodies with jurisdiction in the area involved in the project, their officers and employees and such agents as may be specified.

107.07 ROYALTIES AND PATENTS

Pay all royalties and license fees required to perform the Work. Defend and indemnify Owner, from all loss or damage that may result from the Contractor's wrongful or unauthorized use of any patented article or process.

107.08 PERMITS

Secure all Municipal, County, State, Federal or other permits or licenses, necessary or incident to performance of the work under this Contract. Comply with all permit requirements pertaining to the project.

107.09 COMPLIANCE WITH OREGON REVISED STATUTES CHAPTER 279 (Public Contracts)

A. Comply, and require all Subcontractors to comply with the requirements of the applicable State statutes and be subject to the applicable liabilities provided in Oregon Revised Statutes Chapter 279 (Public Contracts), such as but not limited to the statutes that are numbered and referenced, and incorporated herein by an abbreviated subject matter, and listed below and the statutes required to be set forth as conditions in public contracts, which follows:

List:

1. ORS 279.334 Maximum hours of labor on public contracts; holidays; exceptions.
2. ORS 279.338 Length of day's labor on public works
3. ORS 279.350 Workers on public works to be paid not less than prevailing rate of wage.
4. ORS 279.354 Certification of rate of wage by Contractor or Subcontractor
5. ORS 279.355 Inspection to determine whether prevailing rate of wage being paid; proceedings to require payment of prevailing rate or overtime.
6. ORS 279.356 Liability for violations.
7. ORS 279.400 Withholding of retainage.

B. The statutes required as conditions in public contracts are as follows:

1. 279.021 preferences; Foreign Contractor

(a) The public contracting agency shall prefer goods or services that have been manufactured or produced in their State if price, fitness, availability and quality are otherwise equal.

(b) Where a public contract is awarded to a foreign contractor and the contract price exceeds \$10,000, the Contractor shall promptly report to the Department of Revenue on forms to be provided by the Department of Revenue the total contract price, terms of payment, length of contract and such other information as the Department of Revenue may require before final payment can be received on the public contract. The public contracting agency shall satisfy itself that the requirement of this subsection has been complied with before it issues a final payment on a public contract.

For purposes of this subsection, a foreign Contractor is one who is not domiciled in or registered to do business in the State of Oregon.

2. 279.312 Conditions of public contracts concerning payment of laborers and materialmen, contributions to Industrial Accident Fund, liens and withholding taxes. The Contractor shall:

(a) Make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for in such contract.

(b) Pay all contributions or amounts due the Industrial Accident Fund from such contractor or subcontractor incurred in the performance of the contract.

(c) Not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.

(d) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

3. 279.314 Condition concerning payment of claims by public officers.

(a) If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or a subcontractor by any person in connection with the public contract as such claim becomes due, the proper officer or officers representing the state, county, school district, municipality, municipal corporation or subdivision thereof, as the case may be, may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the contractor by reason of such contract.

(b) The payment of a claim in the manner authorized in this section shall not relieve the contractor or the contractor's surety from obligation with respect to any unpaid claims.

4. 279.316 Condition concerning hours of labor. No person shall be employed for more than eight hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases the 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 on Saturday and on any legal holiday specified in ORS 279.334.

5. 279.318 Provisions relating to environmental and natural resources laws and rules; change orders. A public contract for a public improvement shall make specific reference to federal, state and local agencies that have enacted ordinances or regulations dealing with the prevention of environmental pollution and the preservation of natural resources that affect the performance of the contract. If the successful bidder is delayed or must undertake additional work by reason of existing regulations or ordinances of agencies not cited in the public contract or due to the enactment of new or the amendment of existing statutes, ordinances or regulations relating to the prevention of environmental pollution and the preservation of natural resources occurring after the submission of the successful bid, the awarding agency shall grant a time extension and issue a change order setting forth the additional work that must be undertaken. The change order shall not invalidate the

contract and there shall be, in addition to a reasonable extension of the contract time, a reasonable adjustment in the contract price to compensate the successful bidder for all costs and expenses incurred, including overhead and profits, as a result of such delay or additional work.

6. 279.320 Condition concerning payment for medical care and attention to employees. The Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such contractor, of all sums which the contractor agrees to pay for such services and all moneys and sums which the contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

7. 279.352 Provision in contract for minimum rate of wage. The existing prevailing rate of wage that may be paid to workers in each trade or occupation under this contract is contained in the Special Specifications. Such workers shall be paid not less than such specified minimum hourly rate of wage.

107.10 LABOR

Upon notification in writing from the Project Manager, remove immediately from the job for its duration any laborer, workman, mechanic, foreman, superintendent, or other person employed who is found to be incompetent, intemperate, troublesome, disorderly or otherwise objectionable, or who fails or refuses to perform his work properly or acceptably.

Comply with provisions of Owner's Code regarding Equal Opportunity program and Certification thereunder, and to Chapter 659, Oregon Revised Statutes relative to unlawful employment practices and discrimination by employers against any employee or applicant for employment because of race, religion, color, sex, or national origin. Particular reference is made to Section 659.030 ORS, which states that it is an unlawful employment practice for an employer, because of the race, religion, color, sex or national origin of any individual, to refuse to hire or employ or to bar or discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment.

107.12 PUBLIC SAFETY AND CONVENIENCE

A. Conduct the project with proper regard for the safety and convenience of the public. When the project involves use of public ways, provide necessary flagpersons and install and maintain means of reasonable access to all fire hydrants, service stations, warehouses, stores, houses, garages and other property. Private residential driveways shall be closed only with approval of the Project Manager or specific permission of the property owner. Do not interfere with normal operation of public transit vehicles unless otherwise authorized. Do not obstruct or interfere with travel over any public street or sidewalk without approval. At all times provide open trenches and excavations with secured and adequate barricades or fences of an approved type which can be seen from a reasonable distance. Close up or plate all open excavations at the end of each working day in all street areas unless approved otherwise by Project Manager and in all other areas when it is reasonably required for public safety or as directed by the Project Manager. At night, mark all open work and obstructions by lights. Install and maintain all necessary signs, lights, flares, barricades, railings, runways, stairs, bridges and facilities. Observe all safety instructions received from Project Manager or governmental authorities, but following of such instructions shall not relieve Contractor from his responsibility or liability for accidents to workmen or damage or injury to person or property.

B. Emergency traffic such as police, fire and disaster units shall be provided reasonable access to the work area at all times. (See section in Technical Specifications.)

107.13 RIGHTS-OF-WAY, EASEMENTS, AND PREMISES

A. Confine construction activities within property lines, right-of-way, limits of easements and limits of construction permits as shown or specified in the Contract Documents unless arrangements are made with owner(s) of adjacent private property. If additional space or property is needed to accommodate Contractor's method for construction of the Work or for the convenience of the Contractor, Contractor shall bear all related costs and responsibilities. Prior to the use of any private property outside the specified boundaries, file with the Project Manager written permission from the property owner(s).

B. Do not unreasonably encumber the specified work areas with materials and equipment. Obtain and bear the costs of permits for special occupancy and use of the specified work areas from the proper agencies. Comply with all requirements regarding signs, advertisements, fires, and smoking.

107.14 TWO (2) YEAR MAINTENANCE AND WARRANTY

A. In addition to and not in lieu of any other warranties required under the Contract make all necessary repairs and replacements to remedy, in a manner satisfactory to the Project Manager and at no cost to Owner, any and all defects, breaks, or failures of the Work occurring within two (2) years following the date of Acceptance of the Work due to faulty or inadequate materials or workmanship. Repair damage or disturbances to other improvements under, within, or adjacent to the Work, whether or not caused by settling, washing, or slipping, when such damage or disturbance is caused, in whole or in part, from activities of the Contractor in performing his duties and obligations under this Contract when such defects or damage occur within the warranty period. The two-year maintenance period required shall, with relation to such required repair, be extended two years from the date of completion of such repair.

B. If Contractor, after written notice, fails within (10) days to proceed to comply with the terms of this section, Owner may have the defects corrected, and Contractor and Contractor's Surety shall be liable for all expense incurred. In case of an emergency where, in the opinion of the Project Manager, delay would cause serious loss or damage, repairs may be made without notice being given to Contractor and Contractor or Surety shall pay the cost of repairs. Failure of the Project Manager to act in case of an emergency shall not relieve Contractor or Surety from liability and payment of all such costs.

108 PROSECUTION AND PROGRESS OF WORK

108.04 CONTRACT TIME

A. Time shall be considered the essence of the Contract.

B. Upon commencement of work, Contractor shall provide adequate labor, materials, and equipment, and work shall be performed vigorously and continuously in accordance with a schedule which will ensure completion within the specified time limit. Failure to diligently pursue the work may jeopardize additional contract time.

108.05 SUSPENSION OF WORK

A. Suspension for Convenience

Temporarily suspend work on the project wholly or in part for convenience of Owner as directed by the Project Manager. In the event of such suspension, Project Manager shall, except in emergency, and except as hereinafter provided, give Contractor three (3) days notice. Work shall be resumed within five (5) days after notice has been given by Project Manager to Contractor to do so. Project Manager shall allow Contractor an extension of time for completion corresponding to the total period of temporary suspension, and shall reimburse him for necessary rental of unused equipment, services of watchpersons, and other unavoidable expenses accruing by reason of the suspension, as stipulated in Section 108.06 (E), Delays and Extensions of Time.

B. Suspension by Project Manager

Immediately suspend work on the project, wholly or in part, as directed by the Project Manager, for reasonable periods of time as the Project Manager may deem necessary, when conditions are unsuitable for satisfactory performance of the work. The Owner shall allow the Contractor an extension of time for completion corresponding to the total period of suspension, but the Contractor shall not be entitled to reimbursement for any costs or damages arising under this clause.

C. Suspension for Cause

Immediately suspend work on the project wholly or in part as directed by the Project Manager for such periods as the Project Manager may deem necessary due to: (1) failure to correct unsafe conditions for working personnel, the general public or Owner's employees, (2) failure to immediately correct defective and unacceptable work in accordance with Subsection 105.15, (3) failure to carry out provisions of the Contract Documents, and (4) failure to carry out orders or directives.

D. Voluntary Suspension by Contractor

There shall be no voluntary suspension or slowing of operations without the prior written approval of the Project Manager and such approval shall not relieve Contractor from the responsibility to complete the Contract work within the prescribed Contract time. Should operations be discontinued, Contractor shall notify, in writing, the Project Manager at least twenty-four (24) hours in advance of resuming operations.

E. Responsibility of Contractor

1. At the commencement of and during any suspension of the Work, protect all work performed to prevent any damage or deterioration of the Work. Provide temporary protection devices to warn, safeguard, protect, guide and inform traffic during suspension, the same as though the work had been continuous and without interferences.

2. Bear all costs for providing suitable provisions for traffic control and for maintenance and protection of the Work during suspension unless the suspension was for convenience.

F. Resumption of Work

In all cases of suspension, except voluntary suspension by Contractor, work will be resumed only upon written order of the Project Manager or Owner.

108.06 DELAYS AND EXTENSIONS OF TIME

A. If the Contractor is significantly delayed due to court orders enjoining the prosecution of this project, unavoidable strikes, Acts of God, unusual and extraordinary action of the elements that are of such severity to stop all progress of the Work, or act or neglect of Owner not authorized by the Contract, the Contractor shall, within forty-eight (48) hours of the start of the occurrence, give notice to the Project Manager of the

cause of the potential delay and estimate the possible time extension involved. Within ten (10) days after the cause of the delay has been remedied the Contractor shall give notice to the Project Manager of any actual time extension requested as a result of the aforementioned occurrence in accordance with Section 109.05 Claims and Notice.

B. No extension of time will be considered for weather conditions normal to the area and time of year in which the work is being performed. Delays in delivery of equipment or material purchased by the Contractor or his Subcontractors (including Owner-selected equipment) shall not be considered as a just cause for delay, when timely ordering would have made the equipment available. The Contractor shall be fully responsible for the timely ordering, scheduling, expediting, delivery, and installation of all equipment and materials. Extensions of time will be considered for delayed delivery of owner specified equipment "without equal".

C. Within a reasonable period after the Contractor submits to the Project Manager a written request for an extension of time the Project Manager will make the decision on each request, for Council approval.

D. An adjustment of contract time as herein provided shall be the Contractor's sole remedy for any delay in completion of the project arising from causes beyond the control of Contractor, except for unreasonable delay caused by acts or omissions of the owner or persons acting therefor. In no event shall Contractor be entitled to collect or recover any damages, loss or expense incurred by reason of such delay, except for an unreasonable delay caused by acts or omissions of the owner or persons acting therefor. However, if Contractor is delayed due solely to a breach by Owner, Contractor will be entitled to recover damages limited to reimbursement for necessary rental of unused equipment, services of watch persons, documented direct overhead costs, documented direct unavoidable expenses accruing by reason of the suspension, plus fifteen percent (15%) of the foregoing damages to cover normal Contractor profit. Contractor shall not be entitled to indirect costs or any other damages arising out of the delay, including but not limited to interruption of schedules, or any other impact claim or ripple effect. If a delay is caused by Owner and Contractor, (joint delay), Contractor shall be entitled to a time extension only; by reason of such joint delay.

108.07 LIQUIDATED DAMAGES

A. Time shall be considered the essence of the Contract. If Contractor fails to complete the project or to deliver the supplies or perform the services within the time specified in the Contract or any extension thereof by Owner, the actual damage to Owner for the delay will be substantial but will be difficult or impractical to determine.

B. It is therefore agreed that Contractor will pay to Owner, not as a penalty, but as liquidated damages, the per diem amount equal to lost revenue per cancelled event up to a maximum of \$3,000.00/event for each and every calendar day elapsed in excess of the Contract time or the final adjusted Contract time applicable to the work required under the Contract.

C. Permitting Contractor to continue and finish the work or any part thereof after the Contract time or adjusted Contract time, as pertinent, has expired shall in no way operate as a waiver on the part of Owner or any of its rights under the Contract.

D. Payment of liquidated damages shall not release Contractor from obligations in respect to the fulfillment of the entire Contract, nor shall the payment of such liquidated damages constitute a waiver of Owner's right to collect additional damages which may be sustained by failure of Contractor to carry out the terms of the Contract, it being the intent of the parties that said liquidated damages be full and complete payment only for failure of Contractor to complete the work on time.

108.08 CONTRACTOR'S REPRESENTATIVE

Designate in writing before starting work an authorized representative, who shall have complete authority to represent and to act for Contractor, in all directions given by the Project Manager. Contractor, or his authorized representative, shall supervise the Work, and shall be present on site continually during its progress.

If Contractor or his authorized representative is not present, directions may be given by Project Manager or his

authorized representative to the workmen and such order shall be received and followed. Any direction will be confirmed in writing upon request from the Contractor.

Keep a complete copy of the Plans and Specifications on or near the site at all times.

108.09 CONFLICTS, ERRORS, OMISSIONS, AND ADDITIONAL DRAWINGS

Check and compare all Plans and Specifications prior to construction and notify Project Manager of any discrepancies or omissions in order to permit correction by Project Manager. Coordination of plans and Specifications is intended. Furnish labor and materials as required for the Work. Should any work or materials be reasonably required or intended for carrying the project to completion which are omitted on the Plans or Specifications, furnish same as fully as if particularly delineated or described. The intent of the Plans and Specifications is to show and describe a complete project within the limits stated. Dimensions shown on Plans shall be followed, rather than scale measurements. Whenever it appears that the Plans are not sufficiently detailed or explicit, the Project Manager may furnish additional detail drawings or written instructions and Contractor shall perform the work in accordance with the additional details or instructions.

108.10 OWNER'S RIGHT TO DO WORK

Failure or refusal to comply with any of the terms or conditions of the Contract, will permit Owner to supply or correct any deficiency or defect or take other appropriate action without prejudice to any other remedy. Such action by Owner shall be taken only after seven (7) days notice by Project Manager to Contractor and his Surety, unless in the judgment of the Project Manager an emergency or danger to the Work or to the public exists, in which event action of Owner as set forth above may be taken without any notice whatsoever. The cost of such action by Owner shall be deducted from the payment then or thereafter due Contractor. Pay Owner any costs in excess of such payment due.

108.11 TERMINATION FOR DEFAULT

A. If the Contractor should be adjudged bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of insolvency, or if the Contractor should refuse to or fail to supply enough properly skilled workmen or proper materials for the efficient prosecution of the project, disregard laws, ordinances or the instructions of the Project Manager, or otherwise be in violation of any provision of the Contract, the Owner may, without prejudice to any other right or remedy and after giving the Contractor and his Surety seven (7) days written notice, terminate the services of the Contractor and take possession of the premises and of all materials, tools and appliances thereon as well as all other materials whether on the premises or not, on which the Contractor has received partial payment and finish the Work by whatever method it may deem expedient.

B. In the event action as above indicated is taken by the Owner, the Contractor, or his Surety, shall provide the Project Manager with immediate and peaceful possession of all of the materials, tools and appliances located on the premises as well as all other materials whether on the premises or not, on which the Contractor has received any progress payment. Upon termination, in the event that the Surety does not complete the Contract, at the election of the Owner, Contractor shall assign and all subcontracts and material contracts to Owner or Owner's designee. Further, the Contractor shall not be entitled to receive any further payment until the Work is completed. On completion of the Work, determination shall be made by the Project Manager of the total amount the Contractor would have been entitled to receive for the Work, under the terms of the Contract, had Contractor completed the Work. If the difference between said total amount and the sum of all amounts previously paid to the Contractor, which difference will hereinafter be called the "unpaid balance," exceeds the expense incurred by the Owner in completing the Work, including expense for additional managerial and administrative services, such excess will be paid to the Contractor, with the consent of the unpaid Surety. If, instead, the expense incurred by the Owner exceeds the balance, the amount of the excess shall be paid to the Owner by the Contractor or his Surety. The expense incurred by the Owner as here-in provided, and the damage incurred through the Contractor's default, shall be as determined and certified by the Project Manager.

C. In addition to and apart from the above-mentioned right of the Owner to terminate the employment of the Contractor, the Contract may be cancelled at the election of the Owner for any willful failure or refusal on the part of the Contractor to faithfully perform the Contract according to all of its terms and conditions; provided, however, that in the event the Owner should cancel the contract, neither the Contractor nor his Surety shall be relieved from damages or losses suffered by the Owner on account of the Contractor's breach of Contract.

D. The Owner may, at its discretion, avail itself of any or all of the above rights or remedies and that its invoking of any one of the above rights or remedies will not prejudice or preclude the Owner from subsequently invoking any other right or remedy set forth above or elsewhere in the Contract.

E. None of the foregoing provisions shall be construed to require Owner to complete the Work, not to waive or in any way limit or modify the provisions of the Contract relating to the fixed and liquidated damages suffered by Owner on account of failure to complete the Project within the time prescribed.

108.12 TERMINATION IN THE PUBLIC INTEREST

A. It is hereby agreed that the Owner has the right to terminate the Contract in whole or in part when it is considered to be in the public interest.

B. In the event the Contract is terminated as being in the public interest the Contractor shall be entitled to a reasonable amount of compensation for preparatory work and for all costs and expenses arising out of the termination excluding lost profits.

The amount to be paid to the Contractor:

1. Shall be determined on the basis of the contract price in the case of any fully completed separate item or portion of the Work for which there is a separate or unit contract price; and

2. In respect to any other work, the Contractor will be paid a percent of the contract price equal to the percentage of the work completed.

109 MEASUREMENT AND PAYMENT

109.02 SCOPE OF PAYMENT

A. Quantities listed in the Bid do not govern final payment. Payments to the Contractor will be made only for actual quantities of Contract Items performed in accordance with terms of the Contract and for items of work actually performed under Change Orders.

B. The Contractor shall accept the compensation, as herein provided, in full payment for furnishing all materials, labor, tools and equipment necessary to the completed work and for performing all work contemplated and embraced under the Contract; also for loss or damage arising from the nature of the work, or from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the Work until the final acceptance by the Owner.

109.03 COMPENSATION FOR ALTERATION OF CONTRACT

A. Unless changes and alterations in the Plans, or quantities, or details of construction materially change the character of the work to be performed or the unit costs thereof, the Contractor shall accept as payment in full, so far as Contract Items are concerned, payment at the same unit prices as are provided under the Contract for the accepted quantities of work done.

109.05 CLAIMS AND NOTICE

A. In any case where the Contractor claims that it is entitled to or will be entitled to additional compensation and/or additional Contract time or if the Contractor considers any interpretation or order by the Project Manager to be a breach of Contract, Contractor shall immediately notify the Project Manager, in writing, of its intention to make claim before beginning the work or conforming to the interpretation on which the claim is based. Contractor's written notification shall be a written statement describing (1) the act of omission or commission by the Owner or its agents that allegedly caused

damage to the Contractor, (2) the nature of the claimed damage (3) the clauses of the Contract or general legal principles upon which the claim is based, (4) the factual occurrences upon which the Contractor bases the claim. Submission of notice of claim as specified shall be mandatory, and failure to comply shall be a conclusive waiver to such claim for damages by the Contractor. Oral notice or statement will not be sufficient nor will notice or statement after the event since it tends to hinder, if not prevent, the Owner's investigation of the pertinent facts. After said written notification (if the claim is not resolved or withdrawn in writing) and only upon written direction by the Project Manager proceed without delay to perform the work pursuant to the decision of the Project Manager. While the work on an unresolved claim is being performed, Contractor shall keep track of costs and maintain records at no cost to Owner. Such notice by the Contractor and the fact that Contractor and Project Manager are keeping track of costs and maintaining records shall not in any way be construed as proving the validity of the claim nor the costs thereof.

C. A fully documented claims package shall be submitted in writing to the Project within forty-five (45) days after completion of the work upon which the claim is based.

D. Each claim submitted shall include substantiating documentation with an itemized breakdown of Contractor and Subcontractor's costs on a daily basis which shall include, but not be limited to labor, material, equipment, supplies, services, overhead and profit. All documentation that Contractor believes is relevant to the claim shall be provided in said claim package including without limitation, payroll records, purchase orders, quotations, invoices, estimates, profit and loss statements, daily logs, ledgers, and journals. Failure to submit the claim package in full compliance with this requirement, and/or maintain cost records as herein required, will constitute a waiver of the claim.

E. The requirements of this Subsection 109.05 shall apply to claims for additional or extra compensation or time arising from any situation which may occur except for claims of error in the final estimate as provided in Subsection 109.08.

F. Provided the claim or claims have been submitted in accordance with the requirements of this Subsection 109.05, the Project Manager will, as soon as possible, consider and investigate the claim or claims of the Contractor for additional compensation. The Project Manager will promptly advise the Contractor of the decision to accept or reject the claim or claims, in full or in part.

G. The Contractor shall commence any suit or action to collect or enforce any claim filed in accordance with this Subsection 109.05 within a period of one year following the mailing of the Project Manager's full or partial denial. If said suit is not commenced in said one year period, the Contractor expressly waives any and all claims for additional compensation and any and all causes of suit for the enforcement thereof that he might have had.

109.06 OWNER'S RIGHT TO ACCESS TO CONTRACTOR'S RECORDS

A. In the event that Contractor makes a claim under Subsection 109.05 the Owner or its designated representative shall have access and a right (at any time) to inspect, audit and copy Contractor's books, records, documents, diaries, and logs and other evidence hereinafter referred to as records) pertinent to performance and payment of this Contract and amendments, change orders and any claims made in relation to the Contract. If an audit is conducted, it shall be in accordance with generally accepted auditing standards.

B. The Contractor will make its records available within the boundaries of the City of Portland, Oregon, or pay all additional costs for travel and per diem or other additional expenses incurred by Owner in examining, auditing, inspecting and copying Contractor's records, by reason of said records not being available within said boundaries.

C. Contractor agrees to the disclosure of all records and to their admission as evidence in any proceeding, between the parties, involving a claim or force account work as set forth in Subsections 109.05.

D. In the event that Contractor's records establish a discrepancy, favorable to Owner, in the representations Contractor has made to Owner involving claims or force account work, Contractor shall bear all costs, incurred by Owner, in conducting the audit and inspection provided herein.

E. All costs referenced in subparagraphs B. and D. may be withheld and/or deducted from any sum due or that becomes due Contractor.

109.07 PROGRESS PAYMENTS AND RETAINAGE

A. payment for all work under the Contract will be made at the price or prices bid, and those prices shall include full compensation for all incidental work.

B. If the Contract is for a public work and the Contract price is \$10,000.00 or more, supply and file, and require every Subcontractor to supply and file, with the Owner and with the Wage and Hour Division, Bureau of Labor and Industries, 1400 S.W. Fifth Avenue, Portland, Oregon 97201 a statement in writing that conforms to the requirements of ORS 279.354. The schedule for submitting payroll information is as follows: Once before the first payment and once before the final payment is made; in addition, for projects exceeding ninety (90) days for completion, submissions are to be made at ninety (90) day intervals.

C. Make progress estimate of work performed in any calendar month and submit to the Project Manager for approval, before the fifth of the following month. These estimates shall include value of labor performed and materials incorporated in the work since commencing work under the Contract. Such estimates need not be made by strict measurements and may be approximate only, and shall be based upon the whole amount of money that will become due according to terms of the Contract when project has been completed. The Project Manager may in his sole discretion include in payments eighty five percent (85%) of the cost to Contractor of materials or equipment not yet incorporated in the Work but delivered and suitably stored at the site, or at some other location agreed upon in writing. Such a payment shall be conditioned upon submission by the Contractor of bills of sale or such other documentation satisfactory to the Metro Consul to establish the Owner's title to such materials or equipment or otherwise protect the Owner's interest including applicable insurance and transportation to the site, and a statement from Contractor explaining why it is necessary to procure said equipment and/or materials. When such payments are made, the Contractor warrants and guarantees that the title to all materials and equipment covered by a progress payment, whether incorporated in the Project or not, will pass to the Owner upon receipt of such payment by the Contractor, free and clear of all liens, claims, security interests or encumbrances.

D. If the Contract price is determined, in whole or in part, on a Lump Sum basis, prepare an itemized cost breakdown relating thereto and have the Project Manager approve same before commencing work; progress estimates based on said itemized cost breakdown may be the basis for progress payments. Upon direction by the Project Manager provide for revision of the costs breakdown to reflect the true costs of the work as it progresses.

E. If the Contract price is determined wholly on a unit basis, Project Manager may use Unit prices bid in making progress estimates on the work. In case said Unit prices do not, in the opinion of the Project Manager, truly represent actual relative costs of different parts of work, a percentage of the Unit price may be used in making progress estimate adjustments.

F. If the Metro E R C receives written notice of any unsettled claims for damages or other costs due to Contractor's operations including, without limitation, claims from any City Bureau or other governmental agency, an amount equal to the claim may be withheld from the progress or final payments until such claim has been resolved to the satisfaction of Project Manager.

G. Progress payments will be made by Owner on a monthly basis within twenty (20) days from submittal of the Contractor's estimate, as approved by Project Manager, of work performed, except that, thirty (30) days may be required when a payment is accompanied by a Change Order. Negotiable warrants will be issued by Owner for the amount of the approved estimate, less five percent (5%) retainage. Such amount of retainage shall be withheld and retained by Owner until it is included in and paid to Contractor as part of the final payment of the Contract amount. Securities in lieu of retainage will be accepted, or if Contractor elects, retainage as accumulated will be deposited by Owner in an interest-bearing account pursuant to ORS Chapter 279 for progress payments. After fifty percent (50%) of the Work under the Contract is completed, and the Work is progressing satisfactorily, the Owner may elect to eliminate further retainage on any remaining monthly Contract payments. Said elimination or reduction of retainage shall be allowed only upon written application by the Contractor, which application shall include written approval of the Contractor's Surety.

H. If the work to be performed is for a Local Improvement District (LID) the progress payment shall not exceed ninety-five percent (95%) of the reasonable value of the work and material performed upon such local improvement or set aside therefor and delivered thereto. progress payments on an LID are subject to the requirements of the Owner's Code Section 17.16.070. In the event that a claim is filed with the Auditor as set forth therein, payment must be withheld for twenty (20) days, unless resolved sooner. Retainage on an LID project will not be eliminated as set forth above.

I. The Project Manager may decline to approve an application for payment and may withhold such approval if, in the Project Manager's opinion, the work has not progressed to the point indicated by the Contractor's submittal. The Project Manager may also decline to approve an application for payment or may reduce said payment or, because of subsequently discovered evidence or subsequent inspections, he may nullify the whole or any part of any payment previously made to such extents as may be necessary in his opinion to protect the Owner from loss because of: (1) defective work not remedied, (2) third party claims filed or failure of the Contractor to make payments properly to Subcontractors for labor, materials or equipment, unless Surety consents to such payment, (3) reasonable doubt that the Work can be completed for the unpaid balance of the Contract sum, (4) damage to another contractor's work, (5) reasonable indication that the Work will not be completed within the Contract time (6) unsatisfactory prosecution of the Work by the Contractor, (7) claims against the Contractor by the Owner.

J. When the above grounds are removed, payment shall be made for amounts withheld because of them. Withholding of progress payments or partial payments under the criteria set forth above shall not entitle the Contractor to interest on such withheld payments or partial payments.

K. If Contractor fails to complete the project within the time limit fixed in the Contract or any extension, no further estimate may be accepted or progress or other payments allowed until the project is completed, unless approved otherwise by Owner.

L. Progress estimates are for the sole purpose of determining progress payments and are not to be relied on for any other purpose. The making of a progress payment shall not be construed as an acceptance of any of the work or materials under the Contract.

M. When the progress estimate indicates that the progress payment would be less than one thousand dollars (\$1000), no progress payment will be made for that estimate period, unless approved by the Project Manager.

109.08 FINAL ESTIMATE AND FINAL PAYMENT

A. Upon return of the fully executed Certificate of Completion from the Contractor, the Project Manager will submit the Certificate of Completion and final estimate to the Owner for approval. Upon approval and acceptance by the Owner, Contractor will be paid a total payment equal to the amount due under the Contract including retainage.

B. Monies earned by the Contractor are not due and payable until the procedures set forth in these Specifications for inspection, approval and acceptance of the Work, for determination of the work done and the amount due therefor, for the preparation of the final estimate and Certificate of Completion processing the same for payment, for consideration of the Contractor's claim, or claims, if any, and for the preparing of a revised final estimate and Certificate of Completion and processing same for payment have been carried out.

C. If the Contract is for a Local Improvement District, retainage will not be released until the conclusion of the assessment hearings provided in Section 17.12.050 of the Code and the passage of the assessing ordinance as provided in Section 17.12.060.

D. Foreign Contractor will provide Owner with evidence that provisions of ORS Chapter 279 have been satisfied; this is a prerequisite to final payment.

E. Execute and deliver to Owner, in form approved by the Attorney, a receipt for all amounts paid or payable to Contractor under the Contract, and a release and waiver of all claims against Owner arising out of or relating to the Contract and furnish satisfactory evidence that all amounts due for labor, materials and other obligations under the Contract have been fully and finally settled or are fully covered by the Performance and Payment Bond and or insurance protecting Owner, its officers, agents and employees as well as Contractor. This is a condition of final payment and Contractor will not be entitled to final payment on release of retainage nor interest thereon until execution and delivery of said Receipt, Release & Waiver.

F. If Owner declares a default of the Contract, and Surety completes said Contract, all payments after declaration of default and retainages held by Owner shall be paid to Surety and not to Contractor in accordance with terms of the Contract.

G. Unless otherwise specifically noted and documented as required in Section 109.05 or this Section 109.08, acceptance by Contractor of final payment shall release Owner and Project Manager from any and all claims by Contractor whether known or unknown, arising out of and relating to the Work. No payment, however, final or otherwise shall operate to release Contractor or his Sureties from warranties or other obligations required in the performance of the Contract.

TECHNICAL SPECIFICATIONS

SUGGESTED INSTALLATION SPECIFICATION
CONVERSION BURNERS FOR MEMORIAL COLISEUM
GAS ONLY

A. REMOVAL OF EXISTING EQUIPMENT

THE EXISTING OIL BURNER AND CONTROLS SHALL BE REMOVED AND TURNED OVER TO THE OWNER FOR DISPOSAL. THIS EQUIPMENT SHALL BE STORED IN A NEAT MANNER IN AN AREA DESIGNATED BY THE OWNER.

B. BURNER INSTALLATION

1. THE NEW BURNER SHALL BE MOUNTED IN THE EXISTING FIREBOX DOOR. IF BURNER INSTALLATION REQUIRES MODIFICATION OF EXISTING FIREBOX DOOR, MODIFICATION SHALL REQUIRE ENLARGING DOOR AREA ONLY TO THE EXTENT OF ACCEPTING NEW BURNER HEAD. THIS ENLARGING MUST BE DONE BY LICENSED PERSONNEL ONLY AFTER A MODIFICATION DRAWING IS PROVIDED TO AND ACCEPTED BY THE STATE BOILER INSPECTOR. IN NO CASE SHALL DISTANCE BETWEEN BURNER OPENING AND BOTTOM OF WATER LEG BE LESS THAN THREE (3) INCHES. FIREBOX ACCESS TO BE THRU NEW 18" DIAMETER OPENING IN SIDE OF BOILER.
2. THE FIRE DOOR SHALL BE REPLACED WITH A REFRACTORY LINED BURNER MOUNTING PLATE, TO INCLUDE A 2" PYREX OBSERVATION PORT. BURNER SHALL BE STUD MOUNTED TO THIS PLATE.
3. THE FIREBOX SHALL BE FILLED TO A HEIGHT REQUIRED BY THE BURNER MANUFACTURER TO ESTABLISH A PROPER BURNER CENTERLINE TO COMBUSTION FLOOR DIMENSION. COMBUSTION CHAMBER SHALL BE FILLED WITH LOOSE INSULATING FILL MATERIAL TOPPED WITH 1" INSULATING BOARD AND SEALED WITH POURED CASTABLE REFRACTORY MATERIAL. BOILER MUD LEG SHALL BE PROTECTED WITH FIREBRICK TO A HEIGHT OF 3" ABOVE BOTTOM OF MUD LEG.
4. BURNER FLAME ENVELOPE SHALL NOT BE ALLOWED TO IMPINGE ON ANY INTERNAL BOILER SURFACES AT HIGH FIRE.
5. WELD A 10 GAUGE STEEL PLATE OVER THAT AREA IN THE EXISTING STEEL BASE CREATED BY REMOVAL OF THE EXISTING BURNER.
6. THE NEW MOUNTING PLATE AND EXISTING FRONT STEEL BASE PLATE SHALL BE PAINTED WITH HIGH TEMPERATURE PAINT.
7. PROVIDE ALL DEVICES NECESSARY TO ASSURE THAT POSITIVE FURNACE PRESSURE WILL NOT EXIST AT ANY TIME.

C. GAS PIPING

1. CONSTRUCT GAS PIPING BETWEEN GAS COMPANY METER LOCATED OUTSIDE BOILER ROOM AND NEW BURNER.
2. GAS PIPING SHALL BE FOR 5 PSIG GAS PRESSURE.
3. VENT GAS PRESSURE REGULATOR TO OUTSIDE OF BOILER ROOM.
4. ALL PIPING, VENTING, GAS SUPPLY LINE AND GAS TRAIN VALVING SHALL BE IN ACCORDANCE WITH NORTHWEST NATURAL GAS COMPANY PIPING REQUIREMENTS AND BUILDING CODES.

D. ELECTRICAL

1. THE INSTALLING BURNER CONTRACTOR WILL BE TOTALLY RESPONSIBLE FOR ALL ELECTRICAL SERVICE REQUIRED BY THE NEW BURNER.
2. ALL REQUIRED DISCONNECTS AND FUSING OR CIRCUIT BREAKERS SHALL BE INTERFACED WITH EXISTING ELECTRICAL SERVICE.
3. PROVIDE NEW OPERATING, LIMIT AND MODULATING CONTROLS. ALL LOW WATER CUT-OFFS SHALL BE CHECKED, TESTED AND VERIFIED SAFE.
4. INTERLOCK EXISTING INDUCED DRAFT FAN CONTROLS WITH NEW BURNER CONTROLS. RE-ADJUST FAN AS REQUIRED.
5. INTERLOCK NEW OVERFIRE DRAFT CONTROLS TO PROVIDE AUTOMATIC OVERFIRE DRAFT CONTROL.
6. ALL WIRING SHALL BE IN ACCORDANCE WITH UNDERWRITERS LABORATORIES (U/L), NATIONAL ELECTRICAL CODE (N.E.C.) AND STATE OF OREGON.

E. START-UP AND TESTING

1. PROVIDE FOUR (4) HOUR OWNER TRAINING. TESTING WILL BE DONE IN PRESENCE OF OWNER'S REPRESENTATIVE.
2. INSTRUCTION SHALL INCLUDE COMPLETE REVIEW OF TEST DATA, REVIEW OF CERTIFIED BURNER MANUAL AND INSTRUCTION OF ALL NECESSARY PREVENTATIVE MAINTENANCE PROCEDURES.
3. BOILER ROOM SHALL BE CLEANED UP WITH ALL DEBRIS REMOVED SO THAT IT APPEARS AS IT WAS PRIOR TO BURNER CONVERSION.
4. BURNER INSTALLER SHALL OBTAIN A LETTER OF ACCEPTANCE FROM OWNER TO START ONE (1) YEAR WARRANTY PERIOD.

F. NEW GAS BURNERS

1. FURNISH (2) CONVERSION BURNERS FOR BURNING NATURAL GAS. UNITS SHALL BE LISTED AND LABELED BY UNDERWRITERS LABORATORIES. CONTROLS SHALL CONFORM TO FM. ELECTRICAL SERVICE IS: 440 VOLTS, 3 PHASE, 60 HERTZ. FIRING SHALL BE MODULATING WITH LOW FIRE START. LOW FIRE START SHALL BE PROVEN.
2. THE GAS BURNER SHALL BE OF THE ORIFICE DESIGN FOR BURNING NATURAL GAS. EACH ORIFICE SHALL INCLUDE AN INDIVIDUAL SPUD. UNIT SHALL INCLUDE BASIC BURNER ASSEMBLY, DRAWER ASSEMBLY WITH STAINLESS STEEL FLAME RETENTION HEAD AND DIFFUSER, FORCED DRAFT FAN AND MOTOR, ORIFICE SPUDS; MINIMUM GAS TRAIN CONSISTING OF MAIN SHUT-OFF VALVE, MAIN GAS PRESSURE REGULATOR, MAIN MOTORIZED AUTOMATIC GAS VALVE, MAIN SAFETY GAS VALVE, LOW-HIGH PRESSURE GAS SWITCHES, BUTTERFLY METERING VALVE WITH A CHARACTERIZED LINKAGE WARP PLATE WITH MINIMUM OF EIGHT (8) ADJUSTMENT SCREWS, SCANNER ASSEMBLY AND GAS-ELECTRIC PILOT ASSEMBLY WITH PILOT PRESSURE REGULATOR, SOLENOID VALVE AND SHUT-OFF AS REQUIRED.
3. CONTROL CABINET IS TO BE DESIGNED FOR FLOOR MOUNTING. IT SHALL BE OF NEMA 1A DESIGN, U/L LABELED WITH DUST TYPE SEAL. COMPONENTS SHALL CONSIST OF STARTER FOR COMBUSTION AIR FAN; STEPDOWN CONTROL TRANSFORMER FOR 120/1/60; MODULATING MANUAL-AUTO SWITCH; INDICATING LIGHTS FOR "CALL FOR HEAT", "IGNITION", "MAIN FLAME GAS", AND "ALARM"; PROGRAMMING CONTROL-FLAME SAFEGUARD SHALL BE FIREYE E-100 BURNER ON-OFF SWITCH; ELECTRICAL CONNECTION WITH FUSES AND CIRCUIT BREAKERS AS REQUIRED; INTERLOCKING RELAYS AND NUMBERED TERMINAL STRIP.
4. THE COMBINATION OF BURNER, AND BURNER LOCATION SHALL BE SO DESIGNED TO OPERATE AT A COMBUSTION EFFICIENCY OF 80% ON NATURAL GAS AT ZERO CO. BURNER SUPPLIER MUST HAVE EVIDENCE OF SUCCESSFUL INSTALLATIONS OF THIS TYPE OF EQUIPMENT. BURNER INSTALLER SHALL OFFER LOCAL TWENTY-FOUR (24) HOUR SERVICE. PROVIDE FOR START-UP; BALANCING; TESTING FOR FULL FUEL INPUT, EFFICIENCIES, CO AND SMOKE; DRAFT READING AND MOTOR AMPERAGES AT 25, 50, 75 AND 100% CAPACITY.
5. BURNERS SHALL BE SELECTED FOR WEST COAST BOILER WITH 2500 SQUARE FEET OF WATERSIDE HEATING SURFACE USING MECHANICAL DRAFT. FULL INPUT SHALL BE 14,000 MBH OF 1030 BTU/CF NATURAL GAS AT 5 PSIG INLET PRESSURE. PILOT GAS PRESSURE TO BE 5 PSIG. TURNDOWN RATIO TO BE 4:1 ON GAS. COMBUSTION SYSTEM SHALL BE GORDON-PIATT MODEL F16.9-G-50 OR APPROVED EQUAL RAY OR JOHNSON.

G. DRAFT CONTROL SYSTEM

FURNISH AND INSTALL COMBUSTION TECHNOLOGY MODEL DC700 ELECTRONIC DRAFT CONTROL SYSTEM TO INTERFACE WITH THE BURNER PROGRAMMING CONTROL FOR OPTIMUM COMBUSTION EFFICIENCY AND SAFETY. THE OUTLET DAMPER IS CLOSED DURING BURNER OFF PERIODS TO CONSERVE HEAT LOSS THROUGH THE STACK. ON A CALL FOR HEAT, THE OUTLET DAMPER IS OPENED. FULLY OPEN POSITION MUST BE PROVEN VIA DRIVE MOTOR END SWITCH BEFORE PRE-PURGE TIMING CAN BEGIN. AUTOMATIC DRAFT CONTROL COMMENCES AFTER A TIMED DELAY (0-100 SEC. ADJUSTABLE) THAT BEGINS AFTER THE MAIN FUEL VALVES ARE ENERGIZED. LOW DRAFT/HIGH FURNACE PRESSURE SWITCH WITH ADJUSTABLE TIME DELAY (0-5 SEC.) TO PREVENT NUISANCE SHUT-DOWNS DUE TO MOMENTARY DRAFT FLUCTUATIONS. DRAFT CONTROL SETPOINT AND TUNING PARAMETERS ARE ADJUSTABLE FROM THE FRONT PANEL KEYPAD. FURNACE DRAFT/PRESSURE AND SETPOINT ARE INDICATED ON EASY TO READ VACUUM FLUORESCENT DIGITAL DISPLAYS.

MINIMUM COMPONENTS TO BE INCLUDED ARE:

MICROPROCESSOR BASED CONTROLLER WITH 3-MODE (PID) CONTROL ACTION AND ELECTRONIC DAMPENING OF INPUT FROM THE SOLID STATE DRAFT SENSOR.

DAMPER CONTROL SWITCH FOR MANUAL CLOSE-AUTO-OPEN OPERATION.

PLUG-IN CONTROL RELAYS WITH NEON INDICATING LIGHTS.

PLUG-IN "PUFF DELAY" TIMER WITH 0-5 SEC. ADJUSTABLE SETPOINT.

CONTROL POWER ON-OFF CIRCUIT BREAKER (10 AMP).

INDICATING LIGHTS FOR BURNER ON LOW DRAFT.

SINGLE POINT FURNACE CONNECTION.

EQUIPMENT SUPPLIED FOR STACK MOUNTING.

- 1 - M744T HONEYWELL DRIVE ACTUATOR
- 1 - MOTOR MOUNTING BRACKET
- 1 - MOTOR CRANK ARM
- 2 - DAMPER SWIVEL JOINTS
- 1 - 3' DAMPER PUSH ROD

the partnership shall state his position with the partnership. If a corporation, the Bidder shall give the State of incorporation, whether the Bidder is licensed to do business in the State of Oregon and the position of the person signing on behalf of the corporation.

FIRM _____

FEDERAL SOCIAL SECURITY
IDENTIFICATION NUMBER
(AS SHOWN ON FEDERAL TAX
RETURN FORM 941) _____

BUSINESS AS _____

STATE OF INCORPORATION _____

PARTNERS _____

PARTNERS _____

PARTNERS _____

SIGNED BY _____

(PRINTED) _____

TITLE _____

ADDRESS _____

DATE _____

TELEPHONE NUMBER _____
(AREA CODE)