

A G E N D A

600 NORTHEAST GRAND AVENUE | PORTLAND, OREGON 97232 2736
TEL 503 797 1700 | FAX 503 797 1797



METRO

MEETING: METRO COUNCIL REGULAR MEETING
DATE: September 7, 1995
DAY: Thursday
TIME: 2:00 p.m.
PLACE: Council Chamber

Approx. Time *		Presenter
2:00 PM	CALL TO ORDER AND ROLL CALL	
(5 min.)	1. INTRODUCTIONS	
(5 min.)	2. CITIZEN COMMUNICATIONS	
(5 min.)	3. EXECUTIVE OFFICER COMMUNICATIONS	
	4. CONSENT AGENDA	
2:15 PM (5 min.)	4.1 Consideration of Minutes for the August 10, 1995 Metro Council Meeting.	
	5. INFORMATIONAL ITEMS	
2:20 PM (60 min.)	5.1 Executive Officer's Recommendations on the Urban Growth Boundary.	Burton
3:20 PM (30 Min.)	6. EXECUTIVE SESSION	
	Held Pursuant to ORS 192-660 (1)(e) To Conduct Deliberations With Persons Designated By the Governing Body to Negotiate Real Property Transactions.	Washington
	Held Pursuant to ORS 192.660 (1)(d) To Conduct Deliberations With Persons Designated By the Governing Body to Carry on Labor Negotiations.	Monroe
	7. RESOLUTIONS	
3:50 PM (5 Min.)	7.1 Resolution No. 95-2199 , For the Purpose of Authorizing the Executive Officer to Purchase Property Within the East Buttes and Forest Park Regional Target Areas.	Washington

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* All times listed on the agenda are approximate; items may not be considered in the exact order listed.

Approx. Time *		Presenter
3:55 PM (5 Min.)	7.2 Resolution No. 95-2200 , For the Purpose of Authorizing the Executive Officer to Purchase Property Within the Forest Park Target Area.	Washington
4:00 PM (5 Min.)	7.3 Resolution No. 95-2201 , For the Purpose of Authorizing the Executive Officer to Assign Metro's Interest in an Option to Tualatin Hills Park and Recreation District.	Washington
4:05 PM (5 Min.)	7.4 Resolution No. 95-2202 , For the Purpose of Authorizing the Executive Officer to Purchase Property Within the Newell Creek Canyon Target Area.	Washington
4:10 PM (5 Min.)	7.5 Resolution No. 95-2203 , For the Purpose of Authorizing the Executive Officer to Purchase Property Within the Tualatin River Greenway.	Washington
4:15 PM (5 Min.)	7.6 Resolution No. 95-2205 , For the Purpose of Ratifying the AFSCME Local 3580 Collective Bargaining Agreement.	Monroe
4:20 PM (5 Min.)	7.7 Resolution No. 95-2198 , Authorizing a Loan to Metro From the Oregon Economic Development Department (OEDD) Special Public Works Fund (SPWF) Loan Program.	McCaig
4:25 PM (10 Min.)	7.8 Resolution No. 95-2187 , For the Purpose of Authorizing the Solicitation of Bids for the Elephant Plaza Covered Picnic Structure at the Metro Washington Park Zoo and Authorizing the Executive Officer to Execute a Contract(s).	Morissette
8. ORDINANCES - FIRST READINGS		
4:35 PM (5 Min.)	8.1 Ordinance No. 95-614 , Amending the FY 1995-96 Budget and Appropriations Schedule for the Purpose of Transferring Appropriations to Fund Back Ordered Capital Expenditures Related to the Regional Governmental Information Exchange (REGGIE) Network, and Declaring an Emergency.	
9. ORDINANCES - SECOND READINGS		
4:40 PM (10 Min.)	9.1 Ordinance No. 95-609A , Relating to Doing Business with Metro Officials, Amending the Metro Code, and Declaring an Emergency.	Washington
4:50 PM (10 Min.)	10. COUNCILOR COMMUNICATIONS	
5:00 PM	ADJOURN	

* All times listed on the agenda are approximate; items may not be considered in the exact order listed.

AGENDA ITEM NO. 4.1
Meeting Date: September 7, 1995
Metro Council Regular Meeting

CONSENT AGENDA

Minutes for the August 10, 1995 Metro Council Meeting are attached.

Minutes of the Metro Council
August 10, 1995
Metro Regional Center, Council Chamber

Councilors Present: Ruth McFarland (Presiding Officer), Don Morissette, Ed Washington, Susan McLain, Jon Kvistad

Councilors Absent: Rod Monroe (Deputy Presiding Officer), Patricia McCaig

Presiding Officer McFarland called the regular meeting to order at 2:20 p.m.

1. INTRODUCTIONS

Councilor McLain presented Casey Short, Senior Council Analyst, with a proclamation of appreciation. The Council gave Mr. Short a standing ovation.

2. CITIZEN COMMUNICATIONS

None.

3. EXECUTIVE OFFICER COMMUNICATIONS

Executive Officer Mike Burton distributed and summarized a memorandum dated August 10, 1995 on "The New State Law's Effect on Urban Growth Boundary", a copy of which is included in the record of this meeting. He called for a shorter time line for the implementation of 2040 growth concept. The Council discussed the matter.

4. CONSENT AGENDA

4.1 Consideration of Minutes for the August 10, 1995 Metro Council Meeting

Motion: Councilor Washington moved, seconded by Councilor McLain to approve the minutes.

Vote: All those present voted aye. The vote was unanimous and the motion passed.

5. EXECUTIVE SESSION

Held pursuant to ORS 192.660(1)(e). Deliberations with persons designated to negotiate real property transactions

5.1 Resolution No. 95-2185, For the Purpose of Authorizing the Executive Officer to purchase Property Within the Sandy River Regional Target Area

5.2 Resolution No. 95-2191, For the Purpose of Authorizing the Executive Officer to Purchase Property in the Forest Park Target Area

5.3 Resolution No. 95-2192, For the Purpose of Authorizing the Executive Officer to Purchase Property in the Tryon Creek Watershed

The Council held an executive session to discuss items 5.1 through 5.3. Present: Cathy Ross, Assistant to the Presiding Officer; Jay Harris, Council Analyst; Nancy Chase, Regional Parks and Greenspaces; Mike Burton, Executive Officer; Cathie Stimac, Portland Cable Access; Tod Sadlo, Senior Assistant Counsel; Dan Cooper, General Counsel; Greg Nokes, Oregonian; and Alexis Dow, Metro Auditor.

The Clerk read Resolution No. 95-2185 by title.

Motion: Councilor Washington moved, seconded by Councilor Morissette to adopt the resolution.

Vote: All those present voted aye. The vote was unanimous and the motion passed.

The Clerk read Resolution No. 95-2191 by title.

Motion:Councilor Washington moved, seconded by Councilor Morissette to adopt the resolution.

Vote: All those present voted aye. The vote was unanimous and the motion passed.

The Clerk read Resolution No. 95-2192 by title.

Motion:Councilor Washington moved, seconded by Councilor Morissette to adopt the resolution.

Amanda Fritz, West Portland Park NA/Friends of Arnold Creek, 4106 SW Vacuna St., Portland, OR 97219, appeared to testify on item 5.3. Ms. Fritz supported the resolution and thanked the Council.

Vote: All those present voted aye. The vote was unanimous and the motion passed.

6.1 ORDINANCES - SECOND READINGS

6.1 Ordinance No. 95-610, Relating to the Office of the Metro Auditor, Amending the Metro Code, and Declaring an Emergency.

The clerk read the ordinance by title only for the second time.

Presiding Officer McFarland noted an amended version was distributed.

Motion:Councilor Washington moved, seconded by Councilor Kvistad to adopt the Ordinance.

Alexis Dow, Metro Auditor, spoke to the ordinance. She thanked the Council for their careful preparation of the Ordinance and consideration of testimony and amendments at the Finance Committee meeting on August 10, 1995.

Councilor Morissette urged adoption of the Ordinance. Councilor Kvistad thanked Councilor Morissette and Ms. Dow for their work on the Ordinance.

Presiding Officer McFarland opened the public hearing. With no citizens appearing to testify, Chair McFarland closed the public hearing.

Vote: All those present voted aye. The vote was unanimous and the motion passed.

Chair McFarland recessed the Metro Council and convened the Contract Review Board.

7. CONTRACT REVIEW BOARD

7.1 Resolution No. 95-2188A, For the Purpose of Authorizing an Exemption From the Competitive Bid Process and Authorizing Issuance of RFP #95-21-SW for Disposal and/or Transport of Waste from the Forest Grove Transfer Station

The clerk read the resolution by title only.

Main Motion: Councilor McLain moved, seconded by Councilor Kvistad to adopt the resolution.

Councilor Kvistad presented the staff report, a copy of which is included in the record of this meeting. He noted the resolution was a request for proposal. He stated the proposal process would allow greater flexibility in development of the system and the process for adoption. He noted the resolution would a bid for the transfer of waste form the Forest Grove Transfer Station.

Executive Officer Burton distributed and summarized a handout, a copy of which is included in the record of this meeting. Bern Shanks, Regional Environmental Management Director, and Jim Watkins, Engineering and Analysis Manager, were present to discuss the resolution. Mr. Watkins summarized a memorandum dated August 9, 1995, "Discussion and Recommendations of Issues Relating to the Transportation and Disposal of Waste from the Forest Grove Transfer Station", a copy of which is included in the record of this meeting. He discussed possible amendments to the resolution as included in his memorandum.

First Motion to Amend: Councilor Kvistad moved, seconded by Councilor Morissette, to approve the second, third and fourth amendment proposed in the August 9, 1995 memorandum included in the record of the meeting.

Vote on First Motion to Amend: All those present voted aye. The vote was unanimous and the motion passed.

The Council discussed the first amendment proposed in the August 9, 1995 memorandum. Councilor McLain spoke to opportunity for competition and a changing environment. Mr. Shanks stated more options existed under the staff's proposed language.

Second Motion to Amend: Councilor Kvistad moved, seconded by Councilor McLain, to approve the first amendment proposed in the August 9, 1995 memorandum included in the record of the meeting.

Vote on Second Motion to Amend: All those present voted aye and the motion passed.

Councilor Kvistad thanked the Council and staff for their participation in the process.

Vote on Main Motion: All those present voted aye. The vote was unanimous and the motion passed.

Presiding Officer McFarland adjourned the Contract Review Board and reconvened the Metro Council.

8. RESOLUTIONS

8.1 Resolution No. 95-2189, For the Purpose of Confirming Alternates for Citizen Representatives to the Transportation Policy Alternatives Committee (TPAC)

The Clerk read the resolution by title only.

Motion: Councilor Kvistad moved, seconded by Councilor Washington, to adopt the resolution.

Councilor Kvistad presented the resolution.

Vote: Councilors Washington, McLain, Kvistad, and McFarland voted aye. Councilors Monroe, McCaig and Morissette were absent.

- 8.2 Resolution No. 95-2190, Supplementing Resolution No. 95-2169 pertaining to the issuance of General Obligation Bonds (Open Spaces Program) in the Principal Amount of Not to Exceed \$135,600,000 for the Purpose of Financing the Acquisition and Improvement of Various Parcels of Land as Part of Metro's Open Spaces Program.

The Clerk read the resolution by title only.

Motion: Councilor Washington moved, seconded by Councilor Kvistad, to adopt the resolution.

Councilor Washington presented the resolution.

Vote: Councilors Washington, McLain, Kvistad, and McFarland voted aye. Councilors Monroe, McCaig and Morissette were absent.

9. INFORMATIONAL ITEM

9.1 Openspaces Priority Update

The item was deferred to a future meeting.

10. COUNCILOR COMMUNICATIONS

Councilor Washington distributed a memorandum from Casey Short related to the South/North RFP process, a copy of which is included in the record of this meeting.

Councilor McLain noted the 2040 schedule would be distributed.

Councilor Kvistad noted he would not be taking a vacation during the recess of the Council and would be available.

With no further business before the Council, Presiding Officer McFarland adjourned the meeting at 3:40 p.m.

Submitted by,

Susan Lee, CMC
Council Assistant

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AGENDA ITEM NO. 5.1
Meeting Date: September 7, 1995
Metro Council Regular Meeting

Informational Items

**Executive Officer's Recommendations on the Urban Growth Boundary. Materials
will be presented at the Council Meeting.**

AGENDA ITEM NO. 6.
Meeting Date: September 7, 1995
Metro Council Regular Meeting

Executive Session

Held Pursuant to ORS 192-660 (1)(e) To Conduct Deliberations With Persons Designated By the Governing Body to Negotiate Real Property Transactions.

Held Pursuant to ORS 192.660 (1)(d) To Conduct Deliberations With Persons Designated By the Governing Body to Carry on Labor Negotiations.

AGENDA ITEM NO. 7.1
Meeting Date: September 7, 1995
Metro Council Regular Meeting

Resolution No. 95-2199

**Resolution No. 95-2199, For the Purpose of Authorizing the Executive Officer to
Purchase Property Within the East Buttes and Forest Park Regional Target
Areas.**

AGENDA ITEM NO. 7.2
Meeting Date: September 7, 1995
Metro Council Regular Meeting

Resolution No. 95-2200

**Resolution No. 95-2200, For the Purpose of Authorizing the Executive Officer to
Purchase Property Within the Forest Park Target Area.**

AGENDA ITEM NO. 7.3
Meeting Date: September 7, 1995
Metro Council Regular Meeting

Resolution No. 95-2201

**Resolution No. 95-2201, For the Purpose of Authorizing the Executive Officer to
Assign Metro's Interest in an Option to Tualatin Hills Park and Recreation
District.**

AGENDA ITEM NO. 7.4
Meeting Date: September 7, 1995
Metro Council Regular Meeting

Resolution No. 95-2202

**Resolution No. 95-2202, For the Purpose of Authorizing the Executive Officer to
Purchase Property Within the Newell Creek Canyon Target Area.**

AGENDA ITEM NO. 7.5
Meeting Date: September 7, 1995
Metro Council Regular Meeting

Resolution No. 95-2203

**Resolution No. 95-2203, For the Purpose of Authorizing the Executive Officer to
Purchase Property Within the Tualatin River Greenway.**

AGENDA ITEM NO. 7.6
Meeting Date: September 7, 1995
Metro Council Regular Meeting

Resolution No. 95-2205

**Resolution No. 95-2205, For the Purpose of Ratifying the AFSCME Local 3580
Collective Bargaining Agreement.**

AGENDA ITEM NO. 7.7
Meeting Date: September 7, 1995
Metro Council Regular Meeting

Resolution No. 95-2198

**Resolution No. 95-2198, Authorizing a Loan to Metro From the Oregon
Economic Development Department (OEDD) Special Public Works Fund
(SPWF) Loan Program.**

BEFORE THE METRO COUNCIL

**A RESOLUTION AUTHORIZING A LOAN) RESOLUTION NO. 95-2198
TO METRO FROM THE OREGON)
ECONOMIC DEVELOPMENT) Introduced by Mike Burton
DEPARTMENT'S SPECIAL PUBLIC)
WORKS FUND LOAN PROGRAM.)**

SECTION A. FINDINGS. As the preamble to this Resolution, the Metro Council recites the matters set forth in this Section. To the extent any of the following recitals relates to a finding or determination which must be made by the Council in connection with the subject matter of this Resolution or any aspect thereof, the Council declares that by setting forth such recital such finding or determination is thereby made by the Council. This Section A and the recitals, findings and determinations set forth herein constitute a part of this Resolution.

(A) POLITICAL SUBDIVISION. Metro is a municipality and political subdivision organized and existing under and pursuant to Article XI, Section 14 of the Oregon Constitution, the laws of the State of Oregon and the Metro Charter. Metro is a "municipality" within the meaning of Oregon Revised Statutes 285.700(1).

(B) BOND ANTICIPATION NOTE. Metro has heretofore issued its Bond Anticipation Note dated July 1, 1995 in the principal amount of \$2,172,233.42 (the "Outstanding Note"), said Outstanding Note having been given to the Tri-County Metropolitan Transportation District of Oregon ("Tri-Met") to extend the time for Metro to pay to Tri-Met the amounts required under a certain Regional Compact providing for contributions to be made by Metro, the City of Portland, and Washington County to defer a portion of the costs of the Westside Light Rail Extension Project being undertaken by Tri-Met. The Outstanding Note is due and payable in full on October 1, 1995.

(C) PARKING LOT IMPROVEMENTS AT THE ZOO. Metro is also in the process of designing, constructing and installing various improvements to the parking lot at the Metro Washington Park Zoo in order to accommodate the new light rail station being constructed there, and needs to finance at this time a portion of the costs of such improvements.

(D) METRO AUTHORITY TO BORROW FUNDS. Metro is authorized under the laws of the State of Oregon, and, in particular, the Metro Charter and Metro Ordinance No. 93-495 (said Ordinance adding various financing provisions as Article VIII of the Metro Code) (collectively, the "Act"), to issue bonds and other obligations for the purpose of providing the funds needed to in

connection with Metro's governmental undertakings, including obligations issued to refund outstanding obligations of Metro. Metro Ordinance No. 91-439, enacted on December 21, 1991, as amended by Metro Ordinance No. 93-495, enacted on April 22, 1993 (said Ordinance No. 91-439 as amended by said Ordinance No. 93-495 being herein referred to as the "General Revenue Bond Master Ordinance"), provides a comprehensive framework for Metro to borrow money by issuing Bonds and entering into and incurring Financial Obligations payable from Metro's Revenues and Available Funds.

(E) SPECIAL PUBLIC WORKS FUND LOAN PROGRAM. Oregon Revised Statutes 285.700 through 287.750 (the "SPWF Act") authorizes any municipality to file an application with the Oregon Economic Development Department ("the Department") to obtain financial assistance from the Special Public Works Fund loan program administered by the Department. In order to obtain the funds necessary to pay the Bond Anticipation Note on or before its due date and to finance a portion of the costs of the parking lot improvements at the Metro Washington Park Zoo (the refunding of the Bond Anticipation Note in order to pay Metro's share of the Westside Light Rail Extension Project and the design, construction and installation of the parking lot improvements being herein collectively referred to as the "Project"), Metro has determined to enter in to a Financing Agreement (within the meaning of the General Revenue Bond Master Ordinance) with the Department pursuant to which Metro will borrow money through said Special Public Works Fund loan program. To that end, Metro has filed an application with the Department. The Department has approved Metro's application for financial assistance from the Special Public Works Fund pursuant to the SPWF Act. Metro is required, as a prerequisite to the receipt of financial assistance from the Department, to enter into a Financial Assistance Award Contract and a Loan Agreement with the Department in substantially the form on file with Metro's Chief Financial Officer in connection with the adoption of this resolution. The Project, as more particularly described in Exhibit "A" to the Loan Agreement, is an "infrastructure project" within the meaning of the SPWF Act which is needed by and is in the public interest of Metro.

NOW, THEREFORE, BE IT RESOLVED BY THE METRO COUNCIL AS FOLLOWS:

SECTION 1. TERMS DEFINED IN GENERAL REVENUE BOND MASTER ORDINANCE. All terms used in this resolution and not otherwise defined herein shall have the respective meanings assigned thereto in the General Revenue Bond Master Ordinance.

SECTION 2. LOAN AUTHORIZED. Pursuant to the Special Public Works Fund loan program, Metro shall borrow from the Department the principal sum of Two Million Seven Hundred and Sixty Thousand Dollars (\$2,760,000) (the "Loan"). The Executive Officer is hereby authorized, empowered and directed, for an on behalf of Metro, to establish and determine:

(a) the interest rate to be applicable to the Loan, *provided that* in no event shall the Loan bear interest at a rate in excess of 6.5% *per annum*; and

(b) the dates on which the principal of and accrued interest on the Loan shall be due and payable and the principal amount to be due on each such date.

SECTION 3. SECURITY. The Loan shall constitute a Financing Obligation under the General Revenue Bond Master Ordinance, and the Financing Documents (as defined below) shall constitute a Financing Agreement within the meaning of the General Revenue Bond Master Ordinance. The principal of and interest on the Loan shall be payable from the Revenues and Available Funds on a parity basis (*pari passu*) with the payment of all amounts owing under all Outstanding Debt Obligations. The obligation of Metro to make payments pursuant to the Loan Agreement is a full faith and credit obligation of Metro payable as aforesaid out of the Revenues and Available Fund and is an obligation that is not subject to annual appropriation. In accordance with the requirements of the General Revenue Bond Master Ordinance, Metro covenants and agrees to duly budget and appropriate Revenues and Available Funds in each fiscal year sufficient to pay when due all amounts of principal of and interest on the Loan.

SECTION 4. ADDITIONAL AUTHORIZATIONS. Metro's Executive Officer and Chief Financial Officer, and each of them acting individually, are hereby authorized, empowered and directed, for and on behalf of Metro, to do and perform all acts and things necessary or appropriate to obtain the Loan and otherwise implement the provisions of this Resolution, including but not limited to the execution and delivery of the Financial Assistance Award Contract, Loan Agreement, the Promissory Note attached as Exhibit "F" to the Loan Agreement (the "Financing Documents") and such documents, instruments, certificates and agreements as may be necessary or appropriate in connection with the Loan.. The proceeds of the Loan shall be applied solely to the "Costs of the Project" as such term is defined in the Loan Agreement.

SECTION 5. MAINTENANCE OF TAX-EXEMPT STATUS. Metro hereby covenants and agrees that it will not take any action which would cause the interest on the Loan to become includable for federal income tax purposes in the gross incomes of the owner thereof, and that Metro will take all reasonable actions within its control necessary in order to ensure that the interest on the Loan remains excludable for federal income tax purposes from the gross incomes of the owner thereof. In addition, Metro further covenants and agrees that it will not make any use of the proceeds of the Loan or the lands and improvements to be financed with the proceeds of the Loan which would result in the Loan being or becoming (a) a private activity bond within the meaning of Section 141(a) of the Internal Revenue Code of 1986, as amended (the "Code") or (b) an arbitrage bond within the meaning of Code Section 148(a). Metro may, in subsequent resolutions of the Council and in the certificates executed and delivered by Metro Executive Officer and the Metro Chief Financial Officer in connection with the Loan, make additional covenants to insure that interest paid on the Loan will remain excludable for federal income tax purposes from the gross incomes of the

owner thereof, in which event such additional covenants shall constitute contracts with the owner of the Loan.

SECTION 6. REIMBURSEMENT OUT OF LOAN PROCEEDS. Metro may reimburse expenditures for the Project with amounts received from the Department pursuant to the Financing Documents. Additionally, Metro understands that the Department may fund or reimburse itself for the funding of amounts paid to Metro pursuant to the Financing Documents with the proceeds of bonds issued by the State of Oregon pursuant to the SPWF Act. This resolution shall constitute "official intent" within the meaning of Section 1.150-2 of the Income Tax Regulations promulgated by the United States Department of the Treasury with respect to the funding or the reimbursement for the funding of the costs of the Project with the proceeds of the Loan pursuant to the Financing Documents and with the proceeds of any bonds issued by the State of Oregon pursuant to the SPWF Act.

SECTION 7. EFFECTIVENESS OF RESOLUTION. This Resolution shall take effect immediately upon its adoption by the Metro Council.

ADOPTED THIS ___ DAY OF SEPTEMBER, 1995.

J. Ruth McFarland
Presiding Officer of Metro Council

APPROVED AS TO FORM:

Daniel B. Cooper, General Counsel

STAFF REPORT

CONSIDERATION OF A RESOLUTION AUTHORIZING A LOAN TO METRO FROM THE OREGON ECONOMIC DEVELOPMENT DEPARTMENT (OEDD) SPECIAL PUBLIC WORKS FUND (SPWF) LOAN PROGRAM.

Date: August 24, 1995

Presented by: Craig Prosser

FACTUAL BACKGROUND AND ANALYSIS

Resolution 95-2198 authorizes acceptance of a loan from the Oregon Economic Development Department (OEDD) Special Public Works Fund (SPWF) to finance Metro's \$2 million contribution to Tri-Met for the Westside Light Rail project.

Resolution 95-2147, adopted on May 18, 1995, authorized submittal of a loan application to OEDD for the Westside Light Rail contribution and the reconfiguration of the Washington Park parking lot to accommodate the light rail station and the installation of paid parking. The loan will be awarded in two phases. The initial loan of \$2,760,000, accepted by this resolution (95-2198), covers Metro's \$2 million contribution, accrued interest owed to Tri-Met, some design costs, and capitalized interest. The second portion of the loan will be made in 1996 or 1997, once construction on the parking lot is ready to begin.

The interest rate on the loan cannot exceed 6.5%. The actual interest rate will be set after OEDD sells its bonds on August 29. This loan (and the second loan) will be repaid over a 20 year period from parking fees to be charged at the Washington Park parking lot.

This loan has been budgeted in the General Revenue Bond Fund in the FY 1995-96 Budget

EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends approval of Resolution No. 95-2198.

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AGENDA ITEM NO. 7.8
Meeting Date: September 7, 1995
Metro Council Regular Meeting

Resolution No. 95-2187

**Resolution No. 95-2187, For the Purpose of Authorizing the Solicitation of Bids
for the Elephant Plaza Covered Picnic Structure at the Metro Washington Park
Zoo and Authorizing the Executive Officer to Execute a Contract(s).**

REGIONAL FACILITIES COMMITTEE REPORT

CONSIDERATION OF RESOLUTION NO. 95-2187, FOR THE PURPOSE OF AUTHORIZING THE SOLICITATION OF BIDS FOR THE ELEPHANT PLAZA COVERED PICNIC STRUCTURE AT THE METRO WASHINGTON PARK ZOO AND AUTHORIZING THE EXECUTIVE OFFICER TO EXECUTE A CONTRACT(S)

Date: August 8, 1995

Presented by: Councilor Morissette

COMMITTEE RECOMMENDATION: At its August 8 meeting, the Committee voted unanimously (3-0) to recommend Council adoption of Resolution No. 95-2187. Present and voting in favor: Councilors McCaig, Morissette and Washington.

COMMITTEE ISSUES/DISCUSSION: Kathy Kiaunis, Assistant Director Metro Washington Park Zoo, presented the staff report. She stated that this project was budgeted in fiscal year 1994-95, but due to unexpected delays it was not completed and the project's funds were not carried forwarded into fiscal year 1995-96. The zoo expects to eliminate the need for a budget amendment by funding this project from savings generated by other capital projects already budgeted in fiscal year 1995-96, Ms. Kiaunis noted.

In response to a question from Councilor McCaig, Ms. Kiaunis stated that, although no specific funds are budgeted for this project, numerous other capital projects are budgeted and savings from those budgeted projects will be used to fund this proposal. In response to a question from Councilor Washington, Ms. Kiaunis stated that the zoo's goal is to not transfer money from its contingency funds since funding the project from budgeted resources would eliminate the need for a budget amendment.

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AUTHORIZING)	RESOLUTION NO. 95-2187
THE SOLICITATION OF BIDS FOR THE)	
ELEPHANT PLAZA PICNIC STRUCTURE)	
AT THE METRO WASHINGTON PARK)	Introduced by Mike Burton
ZOO AND AUTHORIZING THE EXECUTIVE)	Executive Officer
OFFICER TO EXECUTE A CONTRACT(S))	

WHEREAS, The Metro Washington Park Zoo has a variety of outdoor events; and

WHEREAS, the Zoo has a need for a permanent picnic structure to accommodate these events; and

WHEREAS, the elephant plaza picnic structure is listed in the 1994-95 Fiscal Year Budget as a Type "A" contract which, pursuant to Metro Code Section 2.04.032(d), requires authorization by Council prior to a release of a Request for Bids (RFB); and

WHEREAS, The resolution was submitted to the Executive Officer for consideration and was forwarded to the Council for approval; now, therefore,

BE IT RESOLVED,

That the Metro Council hereby approves the issuance of the RFB (Exhibit A) as attached to construct an elephant plaza covered picnic structure at the Metro Washington Park Zoo and authorizes the Executive Officer to execute a contract(s) with the low, responsive, responsible bidder(s).

ADOPTED by the Metro Council this _____ day of _____, 1995.

J. Ruth McFarland, Presiding Officer

STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 95-2187 FOR THE PURPOSE OF AUTHORIZING THE SOLICITATION OF BIDS FOR THE ELEPHANT PLAZA COVERED PICNIC STRUCTURE AT THE METRO WASHINGTON PARK ZOO AND AUTHORIZING THE EXECUTIVE OFFICER TO EXECUTE A CONTRACT(S)

Date: July 13, 1995

Presented by: Tony Hendryx

PROPOSED ACTION

Adoption of Resolution No. 95-2187, authorizing the release of a Request for Bids (RFB) for the elephant plaza covered picnic structure at the Metro Washington Park Zoo and authorizing the Executive Officer to execute a single or multiple contracts with the lowest, responsible bidder.

FACTUAL BACKGROUND AND ANALYSIS

The FY 1994-95 budget included funds to build a picnic structure near the elephant exhibit. The picnic structure provides significant benefits to the Zoo and its visitors. The picnic structure increases the seating capacity for catered events, providing for additional revenue. The structure will provide shelter to grade school students during the spring months and will provide a location to hold classes. A permanent structure will also provide cost savings by eliminating the need for temporary canopies and wages for employees to raise and lower such canopies. Finally, the structure will be a safe haven for visitors in times of inclement weather.

The intent to have this project completed in FY 1994-95 was not achieved due to a variety of circumstances.

BUDGET IMPACT

The estimated cost of the elephant plaza covered picnic structure is \$90,000-\$100,000. A total of \$120,000 was budgeted for this project in FY 1994-95. Because the appropriation was not carried forward, the project cost will be partially funded by savings of other capital projects. As soon as savings are known, a budget amendment will be presented to Council.

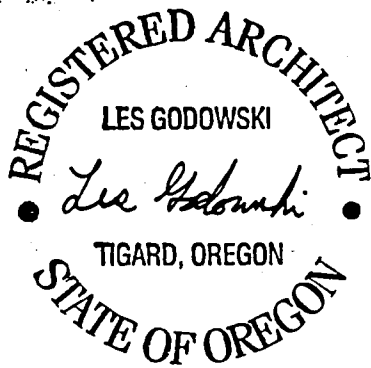
EXECUTIVE OFFICER RECOMMENDATION

The Executive Officer recommends approval of Resolution No. 95-2187.

PROJECT MANUAL

ELEPHANT PLAZA COVERED PICNIC STRUCTURE

METRO WASHINGTON PARK ZOO
PORTLAND, OREGON



LGA Architecture
12240 SW Katherine St.
Tigard, Oregon 97223
(503) 579-2637

JOB NO. 95104
DATE JULY 1995

SET NO.

SECTION 00002

CONSULTANTS

ARCHITECT:

LGA Architecture
12240 SW Katherine Street
Tigard, Oregon 97223
503-579-2637

STRUCTURAL ENGINEER:

Walker/Diloreto/Younie, Inc.
6420 SW Macadam Ave., #360
Portland, OR 97201
503-768-3930

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DIVISION 1 GENERAL REQUIREMENTS

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01600	Material and Equipment
01610	Cutting and Patching
01700	Contract Closeout

DIVISION 2 SITE WORK

02200	Earthwork
02715	Foundation Drainage Systems

DIVISION 3 CONCRETE

03100	Concrete Formwork
03200	Concrete Reinforcement
03300	Cast-In-Place Concrete
03600	Grout

DIVISION 7 THERMAL AND MOISTURE PROTECTION

07900	Joint Sealants
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DIVISION 9 FINISHES

09900	Painting
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DIVISION 13 SPECIAL CONSTRUCTION

13125	Pre-Engineered Canopy
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SECTION 00020
INVITATION TO BID

ELEPHANT PLAZA
COVERED PICNIC STRUCTURE
JULY 95

INVITATION TO BID
00020

**REQUEST FOR BIDS
FOR
ELEPHANT PLAZA COVERED PICNIC STRUCTURE
AT
THE METRO WASHINGTON PARK ZOO**

**Metro
600 Northeast Grand Avenue
Portland, Oregon 97232**

Printed on recycled paper

**SECTION 00020
INVITATION TO BID**

Sealed Bids for the Elephant Plaza Covered Picnic Structure at the Metro Washington Park Zoo must be delivered to the Administrative Office of the Metro Washington Park Zoo, 4001 Southwest Canyon Road, Portland, Oregon 97221, to the attention of Tony Hendryx, Project Manager, no later than 3:00 p.m., Pacific Daylight Time (PDT), September 1, 1995. At that time, the Bids will be opened and publicly read aloud in Meeting Room A.

The Work contemplated is the procurement and erection of a pre-fabricated metal covered structure at the Elephant Plaza at the Metro Washington Park Zoo. Drawings and Specifications may be examined and/or obtained at the Metro Washington Park Zoo, 4001 Southwest Canyon Road, Portland, Oregon 97221, from Tony Hendryx, (503) 220-2780.

The Project is broken into two distinct components and Bidders are encouraged to bid on either component or on the package of both components. Bidders may bid on the (1) procurement and delivery only of the pre-fabricated metal structure; (2) erection only of the pre-fabricated metal structure; (3) or both procurement and erection of the pre-fabricated metal structure. More detailed information describing the components can be found in the Specifications section of this RFB.

Each Bid must be submitted on the prescribed form and accompanied by a certified check or cashier's check or Bid Bond executed on the prescribed form, payable to Metro in the amount of ten percent (10%) of the total bid amount. The Bid and bid security should be delivered in a sealed envelope marked "Elephant Plaza Covered Picnic Structure - Metro Washington Park Zoo - Attention: Tony Hendryx".

The successful Bidder of the erection component will be required to furnish the necessary additional bonds for the faithful performance of the contract and for the payment of all persons supplying labor and materials as prescribed in the Contract Documents.

Bidders shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.

The erection component of the Project is a public works project. By signing and submitting a Bid for this component, the Bidder certifies that it will comply with ORS 279.350, requiring payment of prevailing wage rates.

**SECTION 00100
INSTRUCTIONS TO BIDDERS**

1. DESCRIPTION OF WORK

The Work contemplated consists of the procurement and delivery and the site preparation and erection of a pre-fabricated metal structure at the Metro Washington Park Zoo. Bidders may bid on either or both of the following components:

- Component A Procurement and Delivery of Metal Structure
- Component B Site Preparation and Erection of Metal Structure

2. DEFINITIONS

Except as otherwise specifically provided herein, all words and phrases defined in the General Conditions shall have the same meaning and intent in these Instructions to Bidders. Bidders should refer to those definitions as they read these Instructions.

3. DOCUMENT INTERPRETATION

The Contract Documents are intended to be complementary and to provide all details reasonably required for the execution of the proposed Work. Any person contemplating the submission of a Bid shall have thoroughly examined all of the various parts of these Contract Documents. If the Bidder has any doubt as to the meaning or the intent of the Contract Documents or finds any inconsistency or discrepancy within the Contract Documents, the Bidder must provide and Metro must receive a written request for interpretation, at least five (5) working days prior to Bid opening. Such requests for interpretation shall be mailed or delivered to Metro Washington Park Zoo Offices, 4001 Southwest Canyon Road., Portland, OR 97221, to the attention of Tony Hendryx. Metro shall respond to requests for clarification as quickly as possible, but no later than 3:00 p.m. on Thursday, August 17, 1995, two (2) working days prior to bid opening. Any interpretations or changes in the Contract Documents will be made only in writing, in the form of Addenda to the Contract Documents which will be furnished to all Bidders receiving a set of the Bidding Documents and which shall be binding upon all Bidders as if set forth in the original Contract Documents. Bidders shall indicate receipt of all Addenda on their Bids. Metro will not be responsible for any other explanation or interpretation of the Bidding Documents. Bidders shall have

Each Bid must contain a statement as to whether the Bidder is a resident bidder, as defined in ORS 279.029.

Bidders and Subcontractors of the erection component must be registered with the Oregon Construction Contractor's Board pursuant to ORS 701.035-90.

Bidders must comply with the Metro Minority and Women-Owned Business Enterprise Program. The purpose of the program is to establish and implement a program to encourage the utilization by Metro of minority and women-owned businesses, to the greatest extent permitted by law, by creating for such businesses the maximum possible opportunity to compete for and participate in locally-funded Metro contracting activities.

A mandatory pre-bid conference will be conducted on Tuesday, August 15, 1995 at 9:00 a.m. at the Metro Washington Park Zoo, 4001 Southwest Canyon Road, Portland, Oregon 97221. Those attending should gather in the Administrative Offices.

Metro reserves the right to reject all Bids or any Bids not conforming to the intent and purpose of the Contract Documents, to reject for good cause any and all Bids upon a finding of Metro that it is in the public interest to do so or to waive any informality or irregularity in any Bid or Bids. Metro further reserves the right to award the Contract at any time within thirty (30) days following the Bid opening date.

For information concerning the proposed work, contact Tony Hendryx at (503) 220-2780.

regulations concerning minimum wage rates, prevailing wage rates, nondiscrimination in the employment of labor, protection of public and employee safety and health, environmental protection, the protection of natural resources, fire protection, burning and non burning requirements, permits, fees, and similar subjects.

5. PRE-BID CONFERENCE

A mandatory pre-bid conference will be conducted on Tuesday, August 8, 1995 at 9:00 a.m. at the Metro Washington Park Zoo, 4001 Southwest Canyon Road, Portland, Oregon 97221. All Bidders are required to attend. Those attending should gather at the Administrative Offices at the Zoo.

6. MINORITY AND WOMEN-OWNED BUSINESS PROGRAM COMPLIANCE

Metro has made a strong commitment to provide maximum opportunities to State of Oregon certified Minority Business Enterprises (MBE) and Women-Owned Enterprises (WBE) in contracting activities. In the solicitation of any subcontracting required for the requested services, the bidder must prove they have made good faith efforts to locate and utilize certified MBE/WBE prior to the time proposals are due. Metro's MBE and WBE program requirements are contained in the Appendix.

7. PREPARATION OF BIDS

All blank spaces in the Bid Forms must be completed either by typing or in ink. Amounts shall be shown in both words and figures. Any Bid which does not include prices on all Bid Items as directed will be considered non-responsive and will be rejected. No changes shall be made in the phraseology of the forms.

Any Bid may be deemed non-responsive which contains omissions, erasures, alterations, or additions of any kind, or prices uncalled for, or in which any of the prices are obviously unbalanced, conditioned or which in any manner shall fail to conform to the conditions of the Contract Documents.

Each Bid shall give the full business address of the Bidder and be signed by it with its legal signature.

Bidders who wish to bid on both components should complete and submit two separate Bid Forms; these may be submitted in the same sealed envelope.

SECTION 00100
INSTRUCTIONS TO BIDDERS

ELEPHANT PLAZA
COVERED PICNIC STRUCTURE
JULY 95

INSTRUCTIONS TO BIDDERS
00100

**SECTION 00100
INSTRUCTIONS TO BIDDERS**

1. DESCRIPTION OF WORK

The Work contemplated consists of the procurement and delivery and the site preparation and erection of a pre-fabricated metal structure at the Metro Washington Park Zoo. Bidders may bid on either or both of the following components:

- Component A Procurement and Delivery of Metal Structure
- Component B Site Preparation and Erection of Metal Structure

2. DEFINITIONS

Except as otherwise specifically provided herein, all words and phrases defined in the General Conditions shall have the same meaning and intent in these Instructions to Bidders. Bidders should refer to those definitions as they read these Instructions.

3. DOCUMENT INTERPRETATION

The Contract Documents are intended to be complementary and to provide all details reasonably required for the execution of the proposed Work. Any person contemplating the submission of a Bid shall have thoroughly examined all of the various parts of these Contract Documents. If the Bidder has any doubt as to the meaning or the intent of the Contract Documents or finds any inconsistency or discrepancy within the Contract Documents, the Bidder must provide and Metro must receive a written request for interpretation, at least five (5) working days prior to Bid opening. Such requests for interpretation shall be mailed or delivered to Metro Washington Park Zoo Offices, 4001 Southwest Canyon Road., Portland, OR 97221, to the attention of Tony Hendryx. Metro shall respond to requests for clarification as quickly as possible, but no later than 3:00 p.m. on Thursday, August 3, 1995, two (2) working days prior to bid opening. Any interpretations or changes in the Contract Documents will be made only in writing, in the form of Addenda to the Contract Documents which will be furnished to all Bidders receiving a set of the Bidding Documents and which shall be binding upon all Bidders as if set forth in the original Contract Documents. Bidders shall indicate receipt of all Addenda on their Bids. Metro will not be responsible for any other explanation or interpretation of the Bidding Documents. Bidders shall have

no right to rely on any oral interpretation or instructions made by Metro or the Project Architect, unless it is also committed to writing and issued as an Addendum.

In the absence of any pre-bid request for clarification, or any interpretation of the Contract Documents, as outlined above, any subsequent interpretation shall be made by Metro, and shall be final and binding on the successful Bidder(s), and Metro shall pay no extra costs or expenses to such Bidder resulting from such interpretation.

4. EXAMINATION OF AND COMPLIANCE WITH THE CONTRACT DOCUMENTS, SITE CONDITIONS AND THE LAWS

Before submitting a Bid, Bidders shall fully examine and read the Contract Documents. In addition, Bidders of Component B - Erection, should visit the site of the proposed Work, and examine the Site and the surrounding areas; and fully inform themselves of all conditions on, in, at and around the Site, the surrounding areas, and any work that may have been done thereon. These Bidders acknowledges by the submission of its Bid that it understands the nature and location of the Work, the general and local conditions, conditions of the Site, availability of labor, electric power, water, and the kind of surface materials on the Site, the kind of equipment needed, and all other matters which may in any way affect the Work or the cost, including utilities not identified in the Contract Documents. Information derived from inspection of the Contract Documents and any specific sections thereof showing location of utilities and structures will not in any way relieve the Contractor from any risk, or from properly examining the Site and making such additional investigations as it may elect, or from properly fulfilling all the terms of the Contract Documents.

Any failure of a Bidders of Component B - Erection to acquaint itself with all of the available information concerning conditions or having such additional investigations of Site conditions conducted, as may be necessary, will not relieve it from responsibility for estimating properly the difficulties or cost of that portion of the Work and the Bidder shall, regardless of such failure, be bound to its Bid.

Each Bidder shall inform itself of, and the Bidder awarded a Contract shall comply with, federal, state, and local laws, codes, statutes, ordinances, and regulations, as amended, relative to the execution of the Work. Each Bidder shall prepare its Bid in accordance with, and all Bid prices shall assume compliance with, such laws, codes, statutes, ordinances and regulations. This requirement includes, but is not limited to, applicable

regulations concerning minimum wage rates, prevailing wage rates, nondiscrimination in the employment of labor; protection of public and employee safety and health, environmental protection, the protection of natural resources, fire protection, burning and non burning requirements, permits, fees, and similar subjects.

5. PRE-BID CONFERENCE

A pre-bid conference will be conducted on Tuesday, August 1, 1995 at 9:00 a.m. at the Metro Washington Park Zoo, 4001 Southwest Canyon Road, Portland, Oregon 97221. All Bidders are encouraged to attend. Those attending should gather at the Administrative Offices at the Zoo.

6. MINORITY AND WOMEN-OWNED BUSINESS PROGRAM COMPLIANCE

Metro has made a strong commitment to provide maximum opportunities to State of Oregon certified Minority Business Enterprises (MBE) and Women-Owned Enterprises (WBE) in contracting activities. In the solicitation of any subcontracting required for the requested services, the bidder must prove they have made good faith efforts to locate and utilize certified MBE/WBE prior to the time proposals are due. Metro's MBE and WBE program requirements are contained in the Appendix.

7. PREPARATION OF BIDS

All blank spaces in the Bid Forms must be completed either by typing or in ink. Amounts shall be shown in both words and figures. Any Bid which does not include prices on all Bid Items as directed will be considered non-responsive and will be rejected. No changes shall be made in the phraseology of the forms.

Any Bid may be deemed non-responsive which contains omissions, erasures, alterations, or additions of any kind, or prices uncalled for, or in which any of the prices are obviously unbalanced, conditioned or which in any manner shall fail to conform to the conditions of the Contract Documents.

Each Bid shall give the full business address of the Bidder and be signed by it with its legal signature.

Bidders who wish to bid on both components should complete and submit two separate Bid Forms; these may be submitted in the same sealed envelope.

8. SUBMISSION OF BIDS

All Bids must be submitted not later than the time prescribed, at the place, and in the manner set forth in the INVITATION TO BID. Bids must be made under separate cover on copies of the Required Bid Documents in the format indicated. Each Bid and all other documentation required to be submitted with the Bid must be submitted in a sealed envelope, so marked as to indicate its contents without being opened, and addressed in conformance with the instructions in the INVITATION TO BID.

9. MODIFICATION OR WITHDRAWAL OF BIDS

Any Bid may be modified after delivery to the location specified in the INVITATION TO BID by delivering to the same location before the time fixed for the Bid opening, a written sealed supplement to the original Bid, marked "Supplement to Bid of (Name of Bidder) for the Elephant Plaza Covered Picnic Structure ". A supplement shall clearly identify the Bid item(s) that are changed by setting forth the original Bid item(s), and the modified item(s). Metro may reject any Bid supplement that, in its opinion, does not set forth the proposed modifications clearly enough to determine the definiteness and certainty of the item(s) offered by the Bidder.

Bids may be withdrawn by the Bidder prior to the time fixed for the receipt of Bids by having an authorized representative of the Bidder with sufficient identification personally pick up the Bid. Bids may not be withdrawn for a period of thirty (30) days from and after the opening of Bids or on or prior to the last date of any extension of such time as may be agreed upon between Metro and the Bidder.

10. BID SECURITY

Bids must be accompanied by a certified check or cashier's check drawn on a bank in good standing, or a Bid Bond on the form provided herein by Metro, issued by a surety authorized to issue such bonds in Oregon, 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 US. Treasury Department, in the amount of not less than TEN PERCENT (10%) of the total bid amount. This bid security shall be given as a guarantee that the Bidder will not withdraw its Bid for a period of thirty

(30) days after Bid opening. In addition, Bidders of Component B - Erection, also guarantee that if awarded the Contract, the successful Bidder will execute the attached Agreement and furnish a properly executed Performance Bond and a properly executed Labor and Materials Payment Bond, each in the full amount of the Bid, or a Performance and Payment Bond if the contract amount is less than \$50,000, within the time specified. Bid security deposited in the form of a certified check or cashier's check shall be subject to the same requirements as a Bid Bond.

The Attorney-in-Fact (Resident Agent) who executes these bonds on behalf of the surety must attach a notarized copy of his/her Power of Attorney as evidence of his/her authority to bind the surety on the date of execution of the bond.

11. ABILITY TO PERFORM THE WORK

No Bidder will be considered for Contract award unless such Bidder is authorized by law to execute the Contract or perform the Work for which such Bid is received. Should it appear, at any time, that any Bidder is not or might not be authorized by law to execute the Contract or perform such Work, then such Bidder may at any time be rejected and Metro may refuse to execute any contract with such Bidder regardless of whether or not the Contract had been previously awarded by the Metro and without any liability whatever on the part of Metro.

12. 'OR APPROVED EQUAL' CLAUSE

In order to establish a basis of quality, certain equipment or kinds of material may be specified, either by description or by designating a manufacturer by name and referring to his brand or product designation. It is not the intent of this RFB to exclude other equipment or materials of equal value, utility or merit. Whenever a manufacturer's name or brand or product is described, it shall be understood that the words "or approved equal" follow such name or designation, whether in fact they do so or not. See Section 01600, Materials and Equipment, for Substitution Procedures.

13. REJECTION OF BIDS

Metro reserves the right to reject all Bids or any Bid not conforming to the intent and purpose of the Contract Documents, to waive any informality or irregularity in any Bid or Bids, to reject any Bid not in compliance with all prescribed public bidding procedures and requirements and, for good

cause, to reject any or all Bids upon a finding by Metro that it is in the public interest to do so.

14. BASIS OF AWARD

Metro reserves the right to make award of this Contract(s) to the lowest responsible, Bidder(s) submitting the lowest responsive bid(s).

Under Oregon Law ORS 279.570, public agencies, including Metro, must give preference to the purchase of materials and supplies manufactured from recycled materials. All Bidders are required to specify the minimum, if not exact, percentage of recycled product in each product offered, and both the post-consumer and secondary waste content of each product offered. A Bidder may also specify that none of the products offered contain any recycled product. The definitions of "recycled product," "post-consumer waste," and "secondary waste material," as well as other explanatory materials, are included in Chapter 385 and available from the Metro Contract and Risk Division at 797-1717.

Only Bids submitted with such information shall receive preference consideration and post-bid declaration or discovery shall not be allowed. Metro will assume that a bid item contains no recycled product if information submitted for the item is in Metro's opinion incomplete, incorrect, or unintelligible.

Metro will calculate the recycled product preference as follows: If any Bidder submits a bid price for an item that (1) meets the definition of "Recycled Product" (see Oregon Laws 1991, Chapter 385, Section 59, in Appendix), (2) meets applicable standards, and (3) can be substituted for a comparable non-recycled product, Metro will subtract 10 percent of that item's materials cost from the Total Bid Price for the purpose of comparing bids. It is Metro's responsibility to calculate any preferences required under Oregon law. A Bidder who claims a recycled product preference shall utilize in this Work, all of the recycled product claimed.

In determining the lowest responsive bid(s) and responsible Bidder(s), Metro shall, for the purpose of awarding the Contract, add a percent increase on the Bid of a non-resident Bidder, as that term is defined in ORS 279.029(6)(c), equal to the percent, if any, of the preference given to that non-resident Bidder in the state in which that Bidder resides. For purposes of determining the percent increases to be applied pursuant to this section, Metro shall rely on the list published by the Oregon

Department of General Services pursuant to ORS 279.029(3), and Metro shall not incur any liability to any Bidder by relying on such list.

15. AWARD AND EXECUTION OF CONTRACT

Within five (5) days after the opening of bids, Metro will accept one of the Bids or reject all of the Bids. The acceptance of the Bid will be by written Notice of Award, mailed or delivered to the office designated in the Bid. The Notice of Award shall not entitle the party to whom it is delivered to any rights whatsoever.

The successful Bidder(s) shall, within five (5) days after award of the Contract by the Metro, sign and deliver to Metro the respective Agreement(s) attached hereto together with an acceptable Performance Bond and a Labor and Materials Payment Bond and certificates of insurance as required in these Contract Documents.

Following receipt of the signed Agreement(s) and all other documents required to be submitted by the successful Bidder, as prescribed herein, Metro shall sign the Agreement and issue a written Notice to Proceed to Contractor(s). Contractor(s) shall commence work in accordance with the schedule described herein.

In the event of failure of the lowest responsible Bidder(s) to sign and return the respective Agreement(s) and all other documents required to be submitted, as prescribed herein, Metro may award the Contract to the next lowest responsive, responsible Bidder(s).

16. PERFORMANCE BOND AND LABOR AND MATERIALS PAYMENT BOND

The successful Bidder of Component B - Erection, shall file with Metro a Performance Bond on the form bound herewith and in the amount described below, as security for the faithful performance of this Contract and to cover all guarantees against defective workmanship or materials, or both. The successful Bidder of Component B - Erection, shall additionally file a Labor and Materials Payment Bond on the form bound herewith and in the amount described below, as security for the payment of all persons supplying labor and materials for the performance of the Work. The surety furnishing these bonds shall have a sound financial standing and a record of service satisfactory to Metro shall be authorized to do business in the state of Oregon, and shall be 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 US. Treasury Department. If more than one surety is on a bond, then each surety must agree that it is jointly and severally liable on the bond for all obligations on the bond. In the event the contract amount is less than \$50,000, a single Performance and Payment Bond Form may be utilized. A Letter of Credit, in a form suitable to Metro and otherwise in conformance with the Contract, may be substituted for a bond.

The amount of each bond described above shall be a sum not less than one hundred percent (100%) of the Contract Amount. The Attorney-in-Fact (Resident Agent) who executes the Performance Bond and the Labor and Materials Payment Bond on behalf of the surety must attach a notarized copy of his/her Power of Attorney as evidence of his/her authority to bind the surety on the date of execution of the bond.

17. FAILURE TO EXECUTE CONTRACT AND FURNISH BONDS

The Bidder(s) to whom a Contract is awarded who fails to promptly and properly execute this Contract and furnish the required bonds, certificates of insurance shall forfeit the bid security that accompanied its Bid and the bid security shall be retained as liquidated damages by Metro. It is agreed that this sum is a fair estimate of the amount of damages Metro will sustain if the Bidder(s) fails to enter into a Contract and furnish the bonds and certificates of insurance required.

SECTION 00300
GENERAL CONDITIONS

GENERAL CONDITIONS

NOTICE OF AWARD

Within seven (7) calendar days after the opening of Bids, Metro will accept one of the Bids, or a combination of Bids, or reject all Bids in accordance with the Basis of Award. The acceptance of the Bid will be by written Notice of Conditional Award, mailed or delivered to the office designated in the Bid. The Notice of Conditional Award shall not entitle the party to whom it is delivered to any rights whatsoever.

CONTRACT ACCEPTANCE

Through Bid submission, each Bidder specifically agrees to all terms and conditions of the attached contract. In order to ensure equitable consideration of all Bids, any requests for changes, additions or deletions to that contract must be requested in writing as part of and a condition to the Bid. Metro reserves the right to consider and act upon any request for change as a proposed bid withdrawal.

CONTRACT EXECUTION

The successful Bidder shall, within seven (7) calendar days of Conditional Notice of Award, sign and deliver the above cited contract complete with all bonds and certificates of insurance as herein required.

CONTRACT INTERPRETATION

This contract shall be construed as if written equally by both parties.

BID SECURITY

Bid securities will be held until the Contract has been finally executed, after which all Bid securities, other than those which have been forfeited, will be returned to the respective Bidders whose Bid they accompanied.

The Bidder who has a contract awarded to him and fails to promptly and properly execute the contract and furnish any required bond(s) shall forfeit the Bid security that accompanied his Bid, and the Bid security shall be retained as liquidated damages by Metro; and it is agreed that this sum is a fair estimate of the amount of damages Metro will sustain in case the Bidder fails to enter into a contract and furnish the bond as required herein. Bid security deposited in the form of a certified check or cashier's check shall be subject to the same requirements as a Bid bond.

BONDS

Within ten (10) days of notification of award, the Contractor shall provide the following:

- A performance bond in an amount equal to 100 percent of the contract price for all public works/construction contracts over \$10,000;
- A Labor and Materials bond in an amount equal to 100 percent of the contract price for all public works/construction contracts over \$15,000.
- Under \$50,000, both bonds may be combined as one bond;
- Over \$50,000, separate bonds are required.

On all other contracts, a performance bond may be required if deemed in the public interest by Metro.

FOREIGN CONTRACTOR

A Contractor that is not domiciled in or registered to do business in the state of Oregon shall, upon execution of a contract in excess of \$10,000, promptly report the total contract price, terms of payment, length of contract and all other required information to the Oregon Department of Revenue. Compliance shall be documented and Metro shall be fully satisfied as to complete compliance prior to release of final payment.

INSURANCE

The Contractor shall purchase and maintain at his expense the following types of insurance covering the Contractor, and his employees and agents:

1. Broad form comprehensive general liability insurance covering personal injury, property damage, and personal injury with automatic coverage for premises and operations and product liability. The policy must be endorsed with contractual liability coverage.
2. Automobile bodily injury and property damage liability insurance.

Insurance coverage shall be a minimum of \$500,000 per occurrence. If coverage is written with an annual aggregate limit, the aggregate limit shall not be less than \$1,000,000.

Metro, its Councilors, department, employees, and agents shall be named as an ADDITIONAL INSURED. Notice of any material change or policy cancellation shall be provided to Metro thirty (30) days prior to the change.

The Contractor shall comply with ORS 656.017 for all employees who work in the state of Oregon for more than 10 days. He shall provide Metro with certification of Workers' Compensation insurance including employer's liability.

WORKERS' COMPENSATION

The Contractor, and all subsequent subcontractors and suppliers performing work pursuant to this contract shall provide Workers' Compensation benefits as required by and in accordance with all applicable state and federal laws.

PREVAILING WAGE

The Contractor, and all subsequent subcontractors and suppliers, shall be required to comply with ORS 279.350 through 279.354 and ensure that all on-site workers are paid not less than and in accordance with the Prevailing Wages published by the Oregon Department of Labor and Industries included herein.

NOTICE OF ASSIGNMENT

Metro will not recognize any assignment or transfer of any interest in this contract without written notice to the Procurement Officer by the new vendor.

HAZARD COMMUNICATION

The Contractor shall be required to strictly adhere to, coordinate with Metro and document full compliance with the policies and procedures of the Oregon Occupational Health and Safety Code, OAR Chapter 437, Division 155, Hazard Communication.

Therefore, the Contractor and all subcontractors and suppliers within his control shall notify Metro and all parties to the agreement as to:

- Hazardous materials to which they may be exposed on site;
- Employee measures to lessen the possibility of exposure;
- All contractor measures to reduce the risk;
- Procedures to follow if exposed.

The Contractor shall provide Metro with all Material Safety Data Sheets (MSDS) prior to delivery or introduction of the material on-site.

For further information or clarification, contact the Metro Risk Management Division at 797-1615.

HOURS OF WORK

The site will be available Monday through Friday, 7:30 a.m. through 5:00 p.m. Request to conduct work on Metro grounds during any other period must be coordinated with and

approved by the Project Manager. Restrictions on the hours of work may occur from time to time to accommodate Metro activities or special events.

PATENTS

The Contractor agrees to protect, to defend (if Metro requests) and save the agency harmless against any demand for payment for wrongful or unauthorized use of any patented material, process, article, or device that may enter into manufacture, construction, or forms a part of the work covered by this contract.

INVOICES

Invoices shall be prepared and submitted in duplicate to Metro, 600 N.E. Grand Avenue, Portland, Oregon 97232-2736. One (1) copy shall be marked "Original - Attention: Accounts Payable," and one (1) shall be marked "Copy - Attention: Tony Hendrix, Visitor Services Division, Metro Washington Park Zoo, 4001 SW Canyon Road, Portland, OR 97221-2799.

Invoices shall contain the following information: Contract or Purchase Order number (if any), item numbers, description of supplies or services, sizes, quantities, unit prices and extended totals. Invoice should also state name of the department and date the merchandise was shipped or delivered. Metro will pay Contractor within 30 days of receipt of an approved invoice.

CANCELLATION

Metro reserves the right to cancel this contract in whole or in part if the Contractor fails to perform any of the provisions in the contract, or fails to make delivery within the time stated, unless the time is extended by a Change Order.

LAW OF STATE OF OREGON

This contract is entered into within the state of Oregon, and the law of said State, whether substantive or procedural, shall apply and be followed with respect to this contract.

SUPPLEMENTAL CONDITIONS

Where supplemental conditions are written in the specifications, these supplemental conditions shall take precedence over any conditions listed under the "Instructions to Bidders" and "General Conditions."

Personal Inspection/Verification

Contractor shall personally inspect the site, as necessary, prior to submitting a Bid, and establish and verify all dimensions of the work prior to construction.

Completion Time

Time is of the essence of this contract. The work must be accomplished in a timely fashion and in accordance with an established project schedule prepared by Contractor and reviewed and approved by the Project Manager prior to commencement of on-site activities.

Technical Standards

The work must be in strict accordance with the technical requirements and to the highest standards, normal and customary manner, and with methods and materials common to the construction industry and the specific work trades involved. It shall be performed in accordance with all applicable codes, regulations and inspection requirements.

As-Built Documents

Contractor shall furnish a clear and easily reproducible copy of all as-built information which specifically identifies the location, all aspects of the project and any variation from design which may have occurred during the course of construction.

Operations/Maintenance Manuals

Contractor shall furnish (2) new, neatly bound and clearly labeled copies of all operations and maintenance manual for the equipment included in this project.

Enforcement of Documented Requirements

This project shall not be considered complete nor will final payment be made unless and until the above referenced warranties/guarantees, as-builts, and manuals are properly received and approved by the project manager. Their absence shall be treated with the same significance and importance as with any variance from the technical requirements of this project. Contractor shall include in the total project cost and provide all labor, tools, equipment, materials and permits as necessary and/or incidental to the work specified herein.

SPECIAL CONDITIONS

These Special Conditions are unique and additive to the terms and conditions for this project. As such, they take precedence over and are intended to further refine or expand the requirements of the "Instructions to Bidders," "General Conditions," and "Supplemental Conditions."

General Site Requirements

1. Contractor shall broom clean, mop or police all work areas, road and other access pathways as needed to remove construction debris, prevent safety hazards and in no event restore the work site less frequently than once at the end of each work day.
2. Contractor shall provide and maintain safety signage, guides, and barriers as necessary for the protection of Metro employees and visitors, the Contractors employees and subcontractors, the public-at-large and all materials and equipment stored on site.
3. All Contractor and subcontractor tools, equipment and materials shall be safely delivered, received and stored on site.:
 - Out of reach of Metro employees, visitors and the public-at-large.
 - Without impeding the normal access to the parking, public and work areas of the building.
4. All Contractor and subcontractor employees shall park only in prearranged and designate areas subject specifically to the instruction of the project manager. Their vehicles may be utilized to transport required tools, equipment and materials to the specific area(s) of work. However, once delivery has been accomplished, those vehicles must be removed to designated parking locations.
5. Contractor must secure proper identification from and consistently access the work site pursuant to the Project Manager's specific directions.
6. The following work schedule shall apply to the completion of this project:

Contract Award:	September 11, 1995
Notice to Proceed:	September 18, 1995
Work Commencement Component A:	September 18, 1995
Work Commencement Component B:	October 9, 1995
Substantial Completion	November 20, 1995

NOTICE TO ALL BIDDERS

The Public Contract included herein is a standard agreement approved for use by Metro's General Counsel. As such, it is included for your specific review, consideration and execution in the course of the Bid process. Please insure all required, executed documents are submitted with Bid.

Any changes in the adopted language must be clearly and specifically documented as part of the Bid process or as a condition in the Bidder's proposal which will be duly incorporated into the contract "Scope of Work."

Consider any conditional language carefully!

Be specific in identifying alternate Bids!

Metro reserves the right to:

- Interpret the Bid(s) received at face value;
- Selectively declare any conditioned Bid nonresponsive and reject it without further consideration;
- Reject any or all subsequent requests for modification;
- Interpret a contract modification as an alternate Bid which may or may not be entertained in the final decision.

Contract No. _____

PUBLIC CONTRACT

THIS Contract is entered into between Metro, a metropolitan service district organized under the laws of the State of Oregon and the 1992 Metro Charter, whose address is 600 N.E. Grand Avenue, Portland, Oregon 97232-2736, and _____, whose address is _____ 97__, hereinafter referred to as the "CONTRACTOR."

THE PARTIES AGREE AS FOLLOWS:

ARTICLE I

SCOPE OF WORK

CONTRACTOR shall perform the work and/or deliver to METRO the goods described in the Scope of Work attached hereto as Attachment A. All services and goods shall be of good quality and, otherwise, in accordance with the Scope of Work.

ARTICLE II

TERM OF CONTRACT

The term of this Contract shall be for the period commencing _____, 19__ through and including _____, 19__.

ARTICLE III

CONTRACT SUM AND TERMS OF PAYMENT

METRO shall compensate the CONTRACTOR for work performed and/or goods supplied as described in Attachment B. METRO shall not be responsible for payment of any materials, expenses or costs other than those which are specifically included in Attachment B.

ARTICLE IV

LIABILITY AND INDEMNITY

CONTRACTOR is an independent contractor and assumes full responsibility for the content of its work and performance of CONTRACTOR's labor, and assumes full

responsibility for all liability for bodily injury or physical damage to person or property arising out of or related to this Contract, and shall indemnify, defend and hold harmless METRO, its agents and employees, from any and all claims, demands, damages, actions, losses, and expenses, including attorney's fees, arising out of or in any way connected with its performance of this Contract. CONTRACTOR is solely responsible for paying CONTRACTOR's subcontractors and nothing contained herein shall create or be construed to create any contractual relationship between any subcontractor(s) and METRO.

ARTICLE V

TERMINATION

METRO may terminate this Contract upon giving CONTRACTOR seven (7) days written notice. In the event of termination, CONTRACTOR shall be entitled to payment for work performed to the date of termination. METRO shall not be liable for indirect or consequential damages. Termination by METRO will not waive any claim or remedies it may have against CONTRACTOR.

ARTICLE VI

INSURANCE

CONTRACTOR shall purchase and maintain at CONTRACTOR'S expense, the following types of insurance covering the CONTRACTOR, its employees and agents.

A. Broad form comprehensive general liability insurance covering personal injury, property damage, and bodily injury with automatic coverage for premises and operation and product liability. The policy must be endorsed with contractual liability coverage.

B. Automobile bodily injury and property damage liability insurance.

Insurance coverage shall be a minimum of \$500,000 per occurrence. If coverage is written with an aggregate limit, the aggregate limit shall not be less than \$1,000,000. METRO, its elected officials, departments, employees, and agents shall be

named as an ADDITIONAL INSURED. Notice of any material change or policy cancellation shall be provided to METRO thirty (30) days prior to the change.

This insurance as well as all workers' compensation coverage for compliance with ORS 656.017 must cover CONTRACTOR'S operations under this Contract, whether such operations be by CONTRACTOR or by any subcontractor or anyone directly or indirectly employed by either of them.

CONTRACTOR shall provide METRO with a certificate of insurance complying with this article and naming METRO as an insured within fifteen (15) days of execution of this Contract or twenty-four (24) hours before services under this Contract commence, whichever date is earlier.

CONTRACTOR shall not be required to provide the liability insurance described in this Article only if an express exclusion relieving CONTRACTOR of this requirement is contained in the Scope of Work.

ARTICLE VII

PUBLIC CONTRACTS

All applicable provisions of ORS chapters 187 and 279, and all other terms and conditions necessary to be inserted into public contracts in the State of Oregon, are hereby incorporated as if such provision were a part of this Agreement, including, but not limited to, ORS 279.310 to 279.320. Specifically, it is a condition of this contract that Contractor and all employers working under this Agreement are subject employers that will comply with ORS 656.017 as required by 1989 Oregon Laws, Chapter 684.

ARTICLE VIII

ATTORNEY'S FEES

In the event of any litigation concerning this Contract, the prevailing party shall be entitled to reasonable attorney's fees and court costs, including fees and costs on appeal to any appellate courts.

ARTICLE IX
QUALITY OF GOODS AND SERVICES

Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of the highest quality. All workers and subcontractors shall be skilled in their trades. CONTRACTOR guarantees all work against defects in material or workmanship for a period of one (1) year from the date of acceptance or final payment by METRO, whichever is later. All guarantees and warranties of goods furnished to CONTRACTOR or subcontractors by any manufacturer or supplier shall be deemed to run to the benefit of METRO.

ARTICLE X
OWNERSHIP OF DOCUMENTS

All documents of any nature including, but not limited to, reports, drawings, works of art and photographs, produced by CONTRACTOR pursuant to this agreement are the property of METRO and it is agreed by the parties hereto that such documents are works made for hire. CONTRACTOR does hereby convey, transfer and grant to METRO all rights of reproduction and the copyright to all such documents.

ARTICLE XI
SUBCONTRACTORS

CONTRACTOR shall contact METRO prior to negotiating any subcontracts and CONTRACTOR shall obtain approval from METRO before entering into any subcontracts for the performance of any of the services and/or supply of any of the goods covered by this Contract.

METRO reserves the right to reasonably reject any subcontractor or supplier and no increase in the CONTRACTOR's compensation shall result thereby. All subcontracts related to this Contract shall include the terms and conditions of this agreement. CONTRACTOR shall be fully responsible for all of its subcontractors as provided in Article IV.

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ARTICLE XII

RIGHT TO WITHHOLD PAYMENTS

METRO shall have the right to withhold from payments due CONTRACTOR such sums as necessary, in METRO's sole opinion, to protect METRO against any loss, damage or claim which may result from CONTRACTOR's performance or failure to perform under this agreement or the failure of CONTRACTOR to make proper payment to any suppliers or subcontractors.

If a liquidated damages provision is contained in the Scope of Work and if CONTRACTOR has, in METRO's opinion, violated that provision, METRO shall have the right to withhold from payments due CONTRACTOR such sums as shall satisfy that provision. All sums withheld by METRO under this Article shall become the property of METRO and CONTRACTOR shall have no right to such sums to the extent that CONTRACTOR has breached this Contract.

ARTICLE XIII

SAFETY

If services of any nature are to be performed pursuant to this agreement, CONTRACTOR shall take all necessary precautions for the safety of employees and others in the vicinity of the services being performed and shall comply with all applicable provisions of federal, state and local safety laws and building codes, including the acquisition of any required permits.

ARTICLE XIV

INTEGRATION OF CONTRACT DOCUMENTS

All of the provisions of any bidding documents including, but not limited to, the Advertisement for Bids, General and Special Instructions to Bidders, Proposal, Scope of Work, and Specifications which were utilized in conjunction with the bidding of this Contract are hereby expressly incorporated by reference. Otherwise, this Contract represents the entire

and integrated agreement between METRO and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be amended only by written instrument signed by both METRO and CONTRACTOR. The law of the state of Oregon shall govern the construction and interpretation of this Contract.

ARTICLE XV

ASSIGNMENT

CONTRACTOR shall not assign any rights or obligations under or arising from this Contract without prior written consent from METRO.

CONTRACTOR NAME

METRO

By: _____

By: _____

Date: _____

Date: _____

PUBLIC.FOR

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PERFORMANCE BOND

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

KNOW BY ALL MEN 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 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 Metro as OBLIGEE, the amount of _____ Dollars (\$_____), in lawful money of the United States of America.

WHEREAS, the CONTRACTOR entered into a contract with Metro dated _____, 19____, which Contract is hereunto annexed and made a part hereof, for accomplishment of the project described as follows: "Elephant Plaza Covered Picnic Structure - Metro Washington Park Zoo."

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, Metro having performed its obligations thereunder, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Whenever CONTRACTOR shall be declared by Metro to be in default under the Contract Documents for the Project described herein, the Surety may promptly remedy the default, or shall promptly complete the Project in accordance with the Contract Documents and the Project Specifications. Surety, for value received, further stipulates and agrees that all changes, extensions of time, alterations, or additions to the terms of the Contract or Specifications are within the scope of the Surety's undertaking on this bond, and Surety hereby waives 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, provided that such increase shall not exceed twenty-five percent (25%) of the original amount of the obligation without the consent of the Surety.

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 other than Metro or its heirs, executors, administrators, successors or assigns.

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 19__.

SURETY

By: _____

Title: _____

Street Address

City, State ZIP

Phone Number

CONTRACTOR

By: _____

Title: _____

Street Address

City, State ZIP

Phone Number

LABOR AND MATERIALS PAYMENT BOND

(NOTE: Contractor must use this form, not a surety company form.)

KNOW ALL MEN 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 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, unto Metro, 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 Metro dated _____, 19____, which
contract is hereunto annexed and made a part hereof, for accomplishment of
the Project described as follows: "Elephant Plaza Covered Picnic Structure -
Metro Washington Park Zoo."

NOW THEREFORE, if the PRINCIPAL shall promptly make payments to all
persons, firms, subcontractors, corporations and/or others furnishing materials
for or performing labor in the prosecution of the Work provided for in the
aforesaid Project, 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 specified 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-
specified, 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 279.536 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 attorneys'
fees of any such suit.

PROVIDED, FURTHER, that SURETY for the value received, hereby stipulates and agrees that all changes, extensions of time, alterations 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 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, provided that the total of such increases shall not exceed twenty-five percent (25%) of the original amount of the obligation without the consent of the SURETY.

This obligation shall continue to bind the PRINCIPAL and SURETY, notwithstanding successive payments made hereunder, until the full amount of the obligation is exhausted, or if the full amount of the obligation is not exhausted and no claim is pending resolution, until such time as no further claims can be made pursuant to law with regard to the above-described project, by any claimant specified in ORS 279.526. If more than one SURETY is on this bond, each SURETY hereby agrees that it is jointly and severally liable for all obligations of this bond.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 19____.

SURETY

CONTRACTOR

By: _____

By: _____

Title: _____

Title: _____

Street Address

Street Address

City, State ZIP

City, State ZIP

Phone Number

Phone Number

(For use on construction projects less than \$50,000)

PERFORMANCE AND PAYMENT BOND

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

AMOUNT \$ _____

KNOW ALL MEN BY THESE PRESENT, that _____,
_____, as CONTRACTOR,
(Principal), and _____, a corporation, duly
authorized to do a general surety business in the State of Oregon, as SURETY, are jointly and
severally held and bound unto Metro, the OWNER, (Obligee) herein, in the sum of _____

DOLLARS (\$ _____), for the payment of which we bind ourselves, our heirs, executors,
administrators, successors, and assigns, jointly and severally, firmly by these presents.

This bond is executed under the authority of ORS Chapter 279, of the State of Oregon, the provisions
of which are hereby incorporated into this bond and made a part hereof.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, _____, the CONTRACTOR, entered
into a certain Contract with Metro, the OWNER, for _____

IN WITNESS:

NOW, THEREFORE, if the CONTRACTOR shall faithfully perform all the provisions of such
Contract for the duration thereof, including the guarantee period, and promptly pay all laborers,
mechanics, subcontractors, material-men, and all persons who shall supply such work and services,
and save harmless the OWNER, its officers, agents and employees from all claims therefore, or from
any claim for damages or injury to property or persons arising by reason of the work; and shall, in the
time and manner, and under the terms and conditions prescribed, well and faithfully do, perform and
furnish all matters and things as by them in the Contract undertaken, and as by law, local, State, and
Federal, prescribed, then this obligation shall be void; otherwise it shall remain in full force and effect.

Signed and sealed this _____ day of _____ 19____.

CONTRACTOR

BY

SURETY

BY

SECTION 00500

BID FORMS

**ELEPHANT PLAZA
COVERED PICNIC STRUCTURE
JULY 95**

**BID FORMS
00500**

BID FORM
Component A - Procurement and Delivery

NOTE TO BIDDER: Bidders must provide all of the information requested in this Bid. Bidder should preferably type or use **BLACK** ink for completing this Bid.

To: Metro
Address: 600 NE Grand Avenue, Portland, Oregon 97232
Contract: Elephant Plaza Covered Picnic Structure
Component A - Procurement and Delivery

BIDDER: _____

ADDRESS: _____

BIDDER'S REPRESENTATIVE/CONTACT:

NAME: _____

TITLE: _____

PHONE: _____

FED. SOCIAL SECURITY IDENTIFICATION NO. _____

THE UNDERSIGNED BIDDER, HEREBY DECLARES THAT:

It has:

- No knowledge of any undeclared bidding interests, fraud or collusion in the submission or administration of this bid;
- Carefully examined the contract documents for the above project;
- Secured and considered all addenda issued to date, specifically _____.
- Full knowledge of the work and access to all means for completion.

It intends:

- This bid to be irrevocable for thirty (30) days after bid opening;

- To submit a fair and independent bid without collusion with any official, agent or employee of Metro or any other bidder;
- To execute a contract and provide all required bonding and insurance without delay or modification to the documents herein;
- To commence work in accordance with the Project Schedule and secure full completion within the time specified by the contract documents;
- To furnish all labor, materials, and equipment as necessary to pursue and complete the work, and in strict compliance with the project plans and specifications of record;
- This document to be the full and complete bid without any unsolicited additions, deletions or conditions made or attached.

It certifies that:

- It ___ is or ___ is not an Oregon Resident Bidder (ORS 279.029)¹. Other state residence:
- All federal, state and local sales and use taxes are included in the stated bid price(s).
- It has/will comply with the Oregon tax laws (ORS 305.385).
- It has not/will not discriminate against minorities, women, or emerging small business enterprises in obtaining any required subcontracts for goods or services (ORS 279.111).

Now therefore, based upon acts, intentions and certifications herein above, and in full and complete compliance with all terms and conditions of the attached plans and specifications, and all applicable local, state and federal requirements, I declare my **BASE BID** for Component A - Procurement and Delivery to be:

\$ _____
(Numerical Amount)

(Written Amount)

IN WITNESS hereto the undersigned has set his/her hand this ____ day of _____, 1995.

If Individual

¹ For information concerning exact language of ORS 279 and Metro Code, please contact the Contract and Risk Division at (503)797-1717.

Signature of Bidder

Printed Name of Bidder

Title

If Partnership or Joint Venture

Name of Partnership or Joint Venture

By: _____

Printed Name of Person Signing

Title: _____

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this ____ day of _____, 1995.

Name of Corporation

State of Incorporation

By: _____

Printed Name of Person Signing

Title: _____

BID FORM
Component B - Erection

NOTE TO BIDDER: Bidders must provide all of the information requested in this Bid. Bidder should preferably type or use **BLACK** ink for completing this Bid.

To: Metro
Address: 600 NE Grand Avenue, Portland, Oregon 97232
Contract: Elephant Plaza Covered Picnic Structure
Component B - Erection

BIDDER: _____

ADDRESS: _____

BIDDER'S REPRESENTATIVE/CONTACT:

NAME: _____

TITLE: _____

PHONE: _____

FED. SOCIAL SECURITY IDENTIFICATION NO. _____

OREGON CONTRACTOR'S BOARD NO. _____

THE UNDERSIGNED BIDDER, HEREBY DECLARES THAT:

It has:

- No knowledge of any undeclared bidding interests, fraud or collusion in the submission or administration of this bid;
- Carefully examined the contract documents for the above project;

- Secured and considered all addenda issued to date, specifically _____.
- Inspected and researched the conditions of the proposed work site;
- Full knowledge of the work and access to all means for completion.

It intends:

- This bid to be irrevocable for thirty (30) days after bid opening;
- To submit a fair and independent bid without collusion with any official, agent or employee of Metro or any other bidder;
- To execute a contract and provide all required bonding and insurance without delay or modification to the documents herein;
- To commence work in accordance with the Project Schedule and secure full completion within the time specified by the contract documents;
- To furnish all labor, materials, and equipment as necessary to pursue and complete the work, and in strict compliance with the project plans and specifications of record;
- This document to be the full and complete bid without any unsolicited additions, deletions or conditions made or attached.

It certifies that:

- It ___ is or ___ is not an Oregon Resident Bidder (ORS 279.029)².
Other state residence:
- All federal, state and local sales and use taxes are included in the stated bid price(s).
- It has/will comply with the Oregon tax laws (ORS 305.385).
- It and all subcontractors performing construction work as defined in ORS 701.005(2) are/ will continue to be registered with the Construction Contractors' Board (ORS 701.035 -701.0050).
- It has included in the bid amount, will pay prevailing wages and comply with all provisions of ORS 279.350.
- It has not/will not discriminate against minorities, women, or emerging small business enterprises in obtaining any required subcontracts for goods or services (ORS 279.111).

² For information concerning exact language of ORS 279 and Metro Code, please contact the Contract and Risk Division at (503)797-1717.

Now therefore, based upon acts, intentions and certifications herein above, and in full and complete compliance with all terms and conditions of the attached plans and specifications, and all applicable local, state and federal requirements, I declare my BASE BID for Component B - Erection to be:

\$ _____
(Numerical Amount)

(Written Amount)

Alternate

Each Bidder is required to bid on the following Alternate, stipulating the amount to be added to the Base Bid for the work to be added. No time extensions will be granted to the Contractor due to Alternate work as selected by Metro. All alternate work selected by Metro must be brought to substantial completion within the time limits stated in the Contract Documents. Metro may select or reject the Alternate at its sole discretion.

Alternate No. 1 - Skylights - Adjustment

Instead of the HR 36 Fiber glass skylight panel system, provide and install a complete self flashing acrylic dome low profile rectangular skylight system as shown on drawings.

Add \$ _____
(Numerical Amount)

(Written Amount)

IN WITNESS hereto the undersigned has set his/her hand this ____ day of _____, 1995.

If Individual

Signature of Bidder

Printed Name of Bidder

Title

If Partnership or Joint Venture

Name of Partnership or Joint Venture

By: _____

Printed Name of Person Signing

Title: _____

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this ____ day of _____, 1995.

Name of Corporation

State of Incorporation

By: _____

Printed Name of Person Signing

Title: _____

NON-COLLUSION AFFIDAVIT

STATE OF _____)
) SS.
COUNTY OF _____)

I state that I am _____ (Title) of _____ (Name of Bidder) and that I am authorized to make this Affidavit on behalf of the Bidder. I am the person authorized by the Bidder and responsible 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 in the attached appendix.

(2) 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 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 person to refrain from bidding on this contract, or to submit a Bid higher than this Bid, or to submit any intentionally high or non-competitive bid or other from of complementary Bid.

(4) This Bid is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any person to submit a complementary or other noncompetitive Bid.

(5) _____ (Name of Bidder), its affiliates, subsidiaries, officers, directors and employees (as applicable) 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 listed and described in the attached appendix.

I state that I and _____ (Name of Bidder) understand and acknowledge that the above representations are material and important, and will be relied on by Metro in awarding the Contract for which this Bid is submitted. Any misstatement in this Affidavit will be treated as fraudulent concealment from Metro of the true facts relating to the submission of Bids for this Contract.

Signature of Affiant

Printed Name of Affiant

Sworn to and subscribed before me this ____ day of _____, 19____.

Notary Public for _____

(SEAL)
/

My Commission Expires: _____/

BID BOND

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

KNOW ALL MEN 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 name 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 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 Metro, as OBLIGEE, in the sum of \$ _____ in lawful money of the United States of America, for the payment of which sum well and truly to be made as agreed and liquidated damages.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT whereas the PRINCIPAL has submitted to Metro a certain Bid for work required for the Elephant Plaza Covered Picnic Structure - Metro Washington Park Zoo, which work is specifically described in the accompanying Bid;

NOW, THEREFORE, if Metro 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 two bonds, one guaranteeing faithful performance of the work to be done and the other guaranteeing payment for labor and materials as required by law, and files the required certified copies of insurance policies and certificates of insurance, then the obligation shall be null and void; otherwise, the same shall remain in full force and effect.

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 Metro 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 on this bond.

IN WITNESS WHEREOF, we have hereunto set our hands and seals _____ day of _____, 19____.

SURETY

PRINCIPAL

By: _____

By: _____

Title: _____

Title: _____

**MINORITY BUSINESS ENTERPRISE (MBE)
PROGRAM COMPLIANCE FORM**

Project Name _____
Bidder _____
Address _____
Telephone () _____

BIDDER/PROPOSER HEREBY CERTIFIES that it has made good faith efforts to maximize MBE opportunities and comply with Metro's Minority Business Program which can be found in the Appendix.

Minimum Documentation Required:

Telephone Log providing the following information:
Dates and Times of Call(s) including the names of the individuals placing and receiving them;
Results Attained (Submitted, Will Submit, Declined to Submit or Failed to Respond)

If Bid(s) from MBEs were rejected an *itemization of the dollar amount(s) and reason(s) for rejection*, plus the dollar amount of the Bid accepted.

By signing this document Bidder hereby certifies that

It has not discriminated against any MBE in obtaining any subcontracts for this project, and the good faith efforts documented herein were reasonably expected to result in participation of MBEs in this project in compliance with the above cited Metro program.

Acknowledges that Metro reserves the right to verify the documentation of the lowest responsible Bidder(s) and require additional written documentation of good faith efforts;

Failure to complete and submit this form at the time of the Bid opening will result in the Bidder's rejection as non responsive;

Replacement of a MBE subcontractor before contract award or during contract performance without prior Metro notice and subsequent good faith efforts in selection of a replacement, is prohibited.

And, Executes this Compliance Agreement as

By: _____
Title: _____
Date: _____

MINORITY BUSINESS ENTERPRISE UTILIZATION FORM

Name of Project _____

Name of Bidder _____

Address of Bidder _____

Phone Number (____) _____ - _____

THE ABOVE PARTICIPANT:

A. _____ Will subcontract with minority business enterprises. Please complete the form below.

B. _____ Will not subcontract with minority business enterprises.

BIDDER INTENDS TO SUBCONTRACT WITH THE FOLLOWING MINORITY BUSINESS ENTERPRISE(S) (MBES)

	NATURE OF WORK BY COMMODITY CODE	DOLLAR VALUE OF PARTICIPATION

Amount of MBE Utilization _____

Authorized Signature

Total Bid/Proposal Amount _____

Percentage MBE Utilization _____ Date: _____

THIS FORM MUST BE SUBMITTED AT THE TIME OF BID OPENING

COMMODITY CODES	
CONSTRUCTION	
1-01-00 Residential/Commercial General Contractor	1-02-00 Specialty Trades (__ Residential/__ Commercial)
1-03-00 Highway/Road General Contractor	(Specify Below)
SPECIALTY TRADES	
1-04-02 Concrete Cutting	1-04-03 Concrete pumping
1-04-04 Demolition	1-04-05 Drainage
1-04-06 Drilling/Blasting	1-04-07 Electrical
1-04-08 Excavating	1-04-09 Fencing/Guardrail
1-04-10 Illumination	1-04-11 Irrigation
1-04-12 Landscaping	1-04-13 Masonry
1-04-14 Painting/Striping	1-04-15 Paving
1-04-16 Plumbing	1-04-17 Rebar Placement
1-04-18 Rock Crushing	1-04-19 Seeding
1-04-20 Signs	1-04-21 Site Preparation
1-04-22 Traffic Control/Flagging	1-04-22 Utilities
CONSULTANT/PROFESSIONAL SERVICES	
2-06-00 Architectural/Surveying	2-07-01 Architectural Design
2-07-02 Landscape Design	2-07-03 Interior Design
SUPPLIERS	
3-01-01 Asphalt	3-01-02 Cement
3-01-03 Concrete Pipe/Manholes	3-01-04 Crushed Rock/Gravel/Sand
3-01-05 Electrical	3-01-06 Flooring
3-01-07 Guard Rails	3-01-08 Irrigation
3-01-09 Lighting	3-01-10 Lumber
3-01-11 Masonry	3-01-12 Paint
3-01-13 Pipe (Steel)	3-01-14 Signs
3-01-15 Tools	3-01-16 Other Construction Suppliers
3-02-00 Construction Equipment (Lease/Rental/Sale)	3-04-00 Non-Construction Equipment (Lease/Rental/Sale)
3-06-00 Retail Sales	3-07-01 Automotive Supplies
3-07-02 Bus Parts	3-07-03 Truck Supplies
3-99-00 Other Suppliers:	
SERVICES	
4-02-00 Janitorial Services	4-03-00 Landscape/building/Facility Maintenance
4-04-01 Temporary Employment	4-04-02 Permanent Employment
4-05-00 Equipment Repair/Maintenance	4-06-00 Printing/Typesetting
4-08-00 Trucking/Hauling/Refuse	4-10-00 Newspapers
4-99-00 Other Services:	

**WOMEN-OWNED BUSINESS ENTERPRISE (WBE)
PROGRAM COMPLIANCE FORM**

Project Name _____
Bidder _____
Address _____
Telephone () _____

BIDDER HEREBY CERTIFIES that it has made good faith efforts to maximize WBE opportunities and comply with Metro Women-Owned Business Enterprise Program :

Minimum Documentation Required:

Telephone Log providing the following information:

Dates and Times of Call(s) including the names of the individuals placing and receiving them;

Results Attained (Submitted, Will Submit, Declined to Submit or Failed to Respond)

If Bid(s) from WBEs were rejected an *itemization of the dollar amount(s) and reason(s) for rejection*, plus the dollar amount of the Bid accepted.

By signing this document Bidder hereby certifies that

It has not discriminated against any WBE in obtaining any subcontracts for this project, and the good faith efforts documented herein were reasonably expected to result in participation of WBEs in this project in compliance with the above cited Metro program.

Acknowledges that Metro reserves the right to verify the documentation of the lowest responsible Bidder and require additional written documentation of good faith efforts;

Failure to complete and submit this form at the time of the Bid opening/submission deadline will result in the Bidder's rejection as non responsive;

Replacement of a WBE subcontractor before contract award or during contract performance without prior Metro notice and subsequent good faith efforts in selection of a replacement, is prohibited.

And, Executes this Compliance Agreement as

By: _____
Title: _____
Date: _____

WOMEN-OWNED BUSINESS ENTERPRISE UTILIZATION FORM

Name of Project _____

Name of Bidder _____

Address of Bidder _____

Phone Number (____) _____ - _____

THE ABOVE PARTICIPANT:

A. _____ Will subcontract with women-owned business enterprises.
Please complete the form below.

B. _____ Will not subcontract with women-owned business enterprises.

**BIDDER INTENDS TO SUBCONTRACT WITH THE FOLLOWING
WOMEN-OWNED BUSINESS ENTERPRISE(S) (WBES)**

SUBCONTRACTOR/SUPPLIER	NATURE OF WORK BY COMMODITY CODE	DOLLAR VALUE OF PARTICIPATION

Amount of WBE Utilization _____

Authorized Signature

Total Bid/Proposal Amount _____

Percentage WBE Utilization _____ Date: _____

THIS FORM MUST BE SUBMITTED AT THE TIME OF BID OPENING

COMMODITY CODES	
CONSTRUCTION	
1-01-00 Residential/Commercial General Contractor	1-02-00 Specialty Trades (___ Residential/___ Commercial)
1-03-00 Highway/Road General Contractor	(Specify Below)
SPECIALTY TRADES	
1-04-02 Concrete Cutting	1-04-03 Concrete pumping
1-04-04 Demolition	1-04-05 Drainage
1-04-06 Drilling/Blasting	1-04-07 Electrical
1-04-08 Excavating	1-04-09 Fencing/Guardrail
1-04-10 Illumination	1-04-11 Irrigation
1-04-12 Landscaping	1-04-13 Masonry
1-04-14 Painting/Striping	1-04-15 Paving
1-04-16 Plumbing	1-04-17 Rebar Placement
1-04-18 Rock Crushing	1-04-19 Seeding
1-04-20 Signs	1-04-21 Site Preparation
1-04-22 Traffic Control/Flagging	1-04-22 Utilities
CONSULTANT/PROFESSIONAL SERVICES	
2-06-00 Architectural/Surveying	2-07-01 Architectural Design
2-07-02 Landscape Design	2-07-03 Interior Design
SUPPLIERS	
3-01-01 Asphalt	3-01-02 Cement
3-01-03 Concrete Pipe/Manholes	3-01-04 Crushed Rock/Gravel/Sand
3-01-05 Electrical	3-01-06 Flooring
3-01-07 Guard Rails	3-01-08 Irrigation
3-01-09 Lighting	3-01-10 Lumber
3-01-11 Masonry	3-01-12 Paint
3-01-13 Pipe (Steel)	3-01-14 Signs
3-01-15 Tools	3-01-16 Other Construction Suppliers
3-02-00 Construction Equipment (Lease/Rental/Sale)	3-04-00 Non-Construction Equipment (Lease/Rental/Sale)
3-06-00 Retail Sales	3-07-01 Automotive Supplies
3-07-02 Bus Parts	3-07-03 Truck Supplies
3-99-00 Other Suppliers:	
SERVICES	
4-02-00 Janitorial Services	4-03-00 Landscape/building/Facility Maintenance
4-04-01 Temporary Employment	4-04-02 Permanent Employment
4-05-00 Equipment Repair/Maintenance	4-06-00 Printing/Typesetting
4-08-00 Trucking/Hauling/Refuse	4-10-00 Newspapers
4-99-00 Other Services:	

SECTION 00600

APPENDIX

**ELEPHANT PLAZA
COVERED PICNIC STRUCTURE
JULY 95**

**APPENDIX
00600**

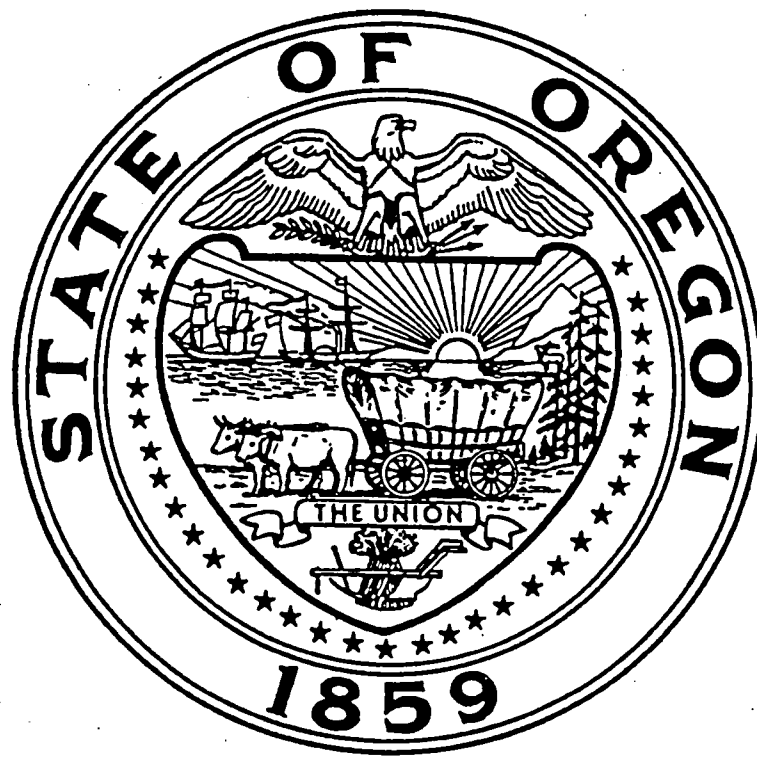
Appendix

- Prevailing Wages Rates
- Metro Minority and Women Owned Business Program

PREVAILING WAGE RATES

for

Public Works Contracts in Oregon



Jack Roberts
Commissioner
Bureau of Labor and Industries

Effective July 1, 1995

July 1, 1995

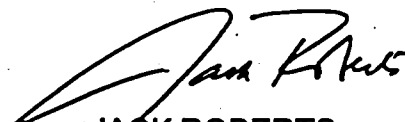


Jack Roberts
Commissioner

This booklet contains the Prevailing Wage Rates for non-residential building and construction trades in the State of Oregon. These rates are effective July 1, 1995. These rates have been amended in accordance with ORS 279.348 through ORS 279.365. A new determination of these rates is issued two times each year.

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 Coordinator in Portland (731-4466). If you have any questions about the manner in which the Prevailing Wage Rates are enforced, contact the Wage and Hour Division in Portland (731-4074).


JACK ROBERTS
Commissioner
Bureau of Labor and Industries

PORTLAND
800 NE Oregon St. # 32
Portland, OR 97232
(503) 731-4200
FAX (503) 731-4069

EUGENE
165 E 7th Street, Suite 220
Eugene, OR 97401
(503) 686-7623
FAX (503) 686-7980

PENDLETON
200 Hailey Ave., Suite 308
PO Box 730
Pendleton, OR 97801
(503) 276-7884
FAX (503) 276-2950

BEND
1250 NE 3rd, Suite B105
Bend, OR 97701
(503) 388-6330
FAX (503) 388-6273

MEDFORD
700 E Main, Suite 105
Medford, OR 97504
(503) 776-6284
FAX (503) 776-6270

SALEM
3865 Wolverine St. NE; E-1
Salem, OR 97310
(503) 373-1447
FAX (503) 373-7636

COOS BAY
320 Central Ave., Suite 510
Coos Bay, OR 97420
(503) 269-4575
FAX (503) 267-3101

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AN EQUAL OPPORTUNITY EMPLOYER

ANNOUNCEMENT

The Prevailing Wage Rates contained in this booklet generally reflect non-residential building, heavy, and highway construction 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 Coordinator
Bureau of Labor and Industries
Wage and Hour Division
800 NE Oregon St. # 32
Portland, OR 97232
(503)731-4466

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	731-4074
Salem	378-3292

Apprentices and Trainees

Apprentices and trainees may be employed on public works projects. To qualify as an apprentice or trainee, the worker must be registered in a bona fide 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 731-4072. 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
July 1, 1995 Page 1

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include in the contract the provision that Prevailing Wage Rates must be paid, the liability for any unpaid prevailing wages shall be exclusively that of the agency.[ORS 279.356(3)]

Fringe Benefits

Payments for fringe benefits are in addition to the basic hourly rate. The term "fringe benefits" refers to the payments such as:

- 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.

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.).

Every Contractor or Subcontractor that provides for or contributes to a health and welfare plan or a pension plan, must post notice describing such plans in a conspicuous and accessible place on the project.[ORS 279.350(5)] 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. If one of these days falls on Saturday or Sunday, then the legal holiday becomes the preceding Friday or the following Monday.

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. A sample of Form WH-38 and instructions for completing it are included in the back of this booklet. Copies for use in filing should be obtained from the public contracting agency.

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; 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. When work on a project starts and finishes in 15 days or less, the contractor or subcontractor which performed the work shall submit a payroll and certified statement form which accurately and completely sets out the payroll for all the work performed on the project. Payroll information is to be filed with both the public contracting agency and the Wage and Hour Division, Bureau of Labor and Industries, 800 NE Oregon St. # 32, Portland, Oregon 97232. The payroll information must be kept by the contractor and or subcontractor for three years.

July 1, 1995
July 1, 1995

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.

Office/clerical employees and supervisory employees who are supervisory only and do not perform any hands-on labor 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 federal Davis-Bacon Act, not Oregon PWR statutes. (Further information may be obtained from the U.S. Department of Labor, Wage and Hour Division, Portland, Oregon (326-3057).) In the event that federal funds are involved, but the contract is not regulated under the Davis-Bacon Act, Oregon's Prevailing Wage Rate Statutes may apply (ORS 279.348 - 279.365). Oregon statutes pertaining to overtime requirements apply on both state and federally regulated contracts. (ORS 279.334).

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 (731-4074).

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 non-residential 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 need residential construction rates, or if you have questions about how to classify workers, contact the Prevailing Wage Rate Coordinator at 731-4466.

Laborers who do basic work requiring no specific skills, training, or knowledge are generally classified as Group I 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, 800 NE Oregon St. # 32, Portland, Oregon 97232 (731-4074). Other Bureau offices are located in Bend (388-6330), Coos Bay (269-4575), Eugene (686-7623), Medford (776-6201), 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.

In addition, Chapter 323, Oregon Laws 1991, provides that any person that loses a competitive bid for a construction contract may bring an action for damages against the person who is awarded the contract, if the losing bidder can establish that the winner has knowingly violated any one of several laws, including the requirement to pay Prevailing Wage Rates while performing work under the contract. The losing bidder is entitled to recover, as liquidated damages, 10% of the losing bid amount, or \$5,000, whichever is greater, plus reasonable attorney fees.

COMMONLY ASKED QUESTIONS (Continued)

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 731-4072. 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.

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.

Administrative rules on Prevailing Wage Rates require that these records be kept for a period of three (3) years from the completion of the public work contract. Other legal considerations may require retention of records for a period greater than 3 years. 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 a list of every public improvement that the agency intends to fund during the subsequent budget period with the Commissioner of the Bureau of Labor and Industries (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

As noted in previous editions of this booklet, the procedure for obtaining forms for the submission of certain information required from public contracting agencies, contractors, and subcontractors has been changed. All public agencies in Oregon have been supplied with personalized copies of the forms which previously were found in the back of this booklet. With the exception of forms WH-118 (Planned Public Improvement Summary), and WH-119 (Capitol Improvement Project Cost Comparison Estimate), the forms found in this booklet are examples only. Public contracting agencies are expected to provide contractors with the appropriate WH-38 (Payroll/Certified Statement) form, and WH-303 (List of Subcontractors By Project) form. The instruction sheet WH-38A, which is provided to assist contractors in filling out the Payroll/Certified Statement, has been revised to take into account this new procedure, and to improve its clarity and usefulness.

We have attempted to make all other changes more noticeable by printing them in Bold Type.

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS	TRADES	BASIC HOURLY RATE	FRINGE BENEFITS	
ASBESTOS WORKERS			Area 1			
<u>Installation</u> of insulation on mechanical systems for Thermal and Acoustical purposes, also the installation of fire stop penetrations on Electrical and Mechanical Systems.			Baker	Hood River	Multnomah	Wallowa
Journeyman Asbestos Worker			22.31	6.14		
<u>Removal</u> of regulated material on mechanical systems* which are not going to be scrapped.**			Benton (a)	Lincoln (a)	Polk	Wasco (a)
o Hazardous Materials Handler Mechanic (in any type of project regardless of value)			14.25	3.35		
* Mechanical systems include pipes, boilers, ducts, flues, breaching, grease ducts and acid ducts. This also includes all labor connected with the handling and distribution of materials for these systems.			Area 2			
** The removal of all regulated materials from mechanical systems is exclusively the work of Hazardous Materials Handlers, unless the mechanical systems are going to be scrapped. Laborers do all removal of regulated materials on mechanical systems to be scrapped and any non mechanical (walls, ceilings, floors, beams, etc.) insulation. They also do loading of any regulated material after it has been removed, bagged and tagged, as well as cleanup at the removal site and all work done at the disposal site. Persons performing the removal of regulated materials are classified as Group 3 Laborers.			Benton (b)	Douglas	Josephine	Linn (b)
NOTE: Regulated materials are those materials that are regulated for the purpose of protecting the environment or for personal protection by either E.P.A., O.S.H.A., DEQ or Federal O.S.H.A.			Crook	Grant	Klamath	Malheur (b)
BOILERMAKERS			22.94	8.39		
BRICKLAYERS/STONEMASONS			22.50	6.02		
Area 1			a) North half			
(add \$0.75 per hour to Fringe for Refractory repair work.)			b) South half			
Area 2						
20.32						
5.68						
(add \$0.75 per hour to Fringe for Refractory repair work.)						

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

CARPENTERS

Zone 1 (Base Rate):

o Group 1	21.12	6.02
o Group 2	21.27	6.02
o Group 3	21.62	6.02
o Group 4	21.77	6.02
o Group 5	21.62	6.02
o Group 6	21.77	6.02
o Group 7	22.12	6.02

**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 and 2 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	Vancouver

Zones for Groups 3 and 4 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 Group 3 and 4 Carpenters

Eugene	Medford	Portland	Vancouver
Longview	North Bend	The Dalles	

CARPENTERS (Continued)

Zones for Groups 5, 6 and 7 Carpenters are determined as follows:

1. For those workers who reside within zone 1 of a reference city below, their zone pay differential shall be computed based upon the distance from the city hall of that city to the project site.
2. For those workers who reside nearer to the project than is the city hall of any reference city below, the mileage from their residence to the project may be used in computing their zone pay differential.
3. The zone pay differential for all other projects shall be computed from the city hall of Longview, North Bend, or Portland, whichever is closer to the project.

Reference Cities for Groups 5, 6 and 7

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

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

Millwright/Welders
(Certified Welders receive \$0.25/hour over Group 3)

Group 5

Bridge, Dock & Wharf Builders
Piledrivermen

Group 6

Boom Men

Group 7

Marine Piledriver

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS	TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
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CEMENT MASONS

Zone 1 (Base Rate):

o Group 1	17.74	8.52
o Group 2	18.09	8.52
o Group 3	18.45	8.52
o Group 4	18.95	8.52

Group 1 Cement Masons, finishing, 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

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	Eugene	Medford	Salem	Vancouver
Corvallis	Longview	Portland	The Dalles	

DIVERS & DIVERS' TENDERS

o Divers	51.91	6.02
o Divers' Tenders	23.29	6.02

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' HOURLY PAY	=	TOTAL HOURLY PAY
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DIVERS & DIVERS' TENDERS (continued)

o Divers' Depth Pay

Depth of Dive	Hourly Depth Pay
50-100 ft	((total ft- 50) x \$1.00)/hr.
100-150 ft	\$ 50 + ((total ft-100) x \$1.50)/hr.
150-200 ft	\$125 + ((total ft-150) x \$2.00)/hr.

o Divers' Enclosure Pay(working without vertical escape)

Distance Travelled

In the Enclosure	Hourly Enclosure Pay
5 - 50 ft	\$.50/hr
50 - 100 ft	\$.63/hr
100 - 150 ft	\$ 2.13/hr
150 - 200 ft	\$ 4.63/hr
200 - 300 ft	\$ 4.63 + ((total ft-200)x \$.05)/hr
300 - 450 ft	\$ 9.63 + ((total ft-300)x \$.10)/hr
450 - 600 ft	\$24.63 + ((total ft-450)x \$.20)/hr

DREDGING

Zone 1 (Base Rate):

o Leverman (Hydraulic, Dipper, Floating Clamshell)	24.92	6.55
o Asst. Engineer (including: Watch Engineer, Welder, Mechanic, Machinist)	24.15	6.55
o Tenderman (Boatman, Attending Dredge Plant); Fireman	23.58	6.55
o Fill Equipment Operator	23.07	6.55
o Assistant Mate (Deckhand); Oiler	21.51	6.55

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.

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS	TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
DRYWALL/WETWALL			ELEVATOR CONSTRUCTORS		
o Drywall (Accoustical and Drywall Applicator)	19.48	7.27	<u>Area 1</u>		
o Wetwall (Lather)	18.41	8.34	o Mechanic	23.96	6.78 + a
ELECTRICIANS			o Helper	16.77	6.58+ a
<u>Area 1:</u>			o Probationary Helper	11.98	.32
o Electricians	19.70	4.42	<u>Area 2</u>		
o Cable Splicers	21.67	4.51	o Mechanic	25.51	6.82+ a
<u>Area 2:</u>			o Helper	17.86	6.61+ a
o Electricians	23.00	7.52	o Probationary Helper	12.76	.34
o Cable Splicers	24.15	7.56	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.		
<u>Area 3:</u>	21.60	6.54	<u>Area 1</u>		<u>Area 2</u>
<u>Area 4:</u>			Umatilla		All
o Electricians	24.35	5.53	Wallowa		
o Cable Splicers	26.79	5.60	Remaining		
<u>Area 5:</u>			Union		
o Electricians	23.65	8.21	Counties		
o Cable Splicers	24.40	8.18	Baker		
<u>Area 6:</u>			GLAZIERS		
o Electricians	21.55	6.80	<u>Area 1</u>	22.12	4.71
o Cable Splicers	21.55	6.80	(Add \$1.00 to base rate if safety belt is required by State safety regulations)		
<u>Area 1</u>	<u>Area 2</u>	<u>Area 2(cont)</u>	(Add \$4.00 to base rate for work done from a non-motorized single-man bosun chair)		
Malheur	Baker	Umatilla	<u>Area 2</u>	14.46	4.04
	Gilliam	Union	(Add \$0.50 to base rate if working at over 35 feet of free fall in height)		
	Grant	Wallowa	<u>Area 1</u>		<u>Area 2</u>
	Morrow	Wheeler	All Counties		Malheur
		Douglas (a)	except Malheur		
		Lane (a)	HIGHWAY AND PARKING STRIPERS		
<u>Area 4</u>	<u>Area 5</u>	<u>Area 5(cont)</u>		19.25	2.94
Benton	Clackamas	Washington	IRONWORKERS		
Crook	Clatsop	Yamhill (d)	o Structural, Reinforcing, Ornamental, Riggers, Fence Erectors, Signal Men	20.50	9.32
Deschutes	Columbia				
Jefferson	Hood River				
Lane (b)	Multnomah				
Linn	Sherman				
Marion	Tillamook				
Polk	Wasco				
Yamhill(c)					
a) Those portions lying west of a line running 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					

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS	TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
LABORERS			LABORERS Group 1(continued)		
Zone 1 (Base Rate):			Driller Assistant	Signalman	
o Group 1	16.59	6.30	Dry-shack Man	Skipman	
o Group 2	16.94	6.30	Dumpers, road oiling crew	Slopers	
o Group 3	17.24	6.30	Dumpmen for grading crew	Sprayman	
o Group 4	17.49	6.30	Elevator Feeders	Stake Chaser	
o Group 5	15.00	6.30	Fence Builder	Stockpiler	
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 731-4466.			Fine Graders	Tie Back Shoring	
Zone Differential for Laborers (Add to Zone 1 Rate)			Fire Watch	Timber Faller/Bucker (Hand Labor)	
Zone 2	.65		Form Strippers (b)	Toolroom Man (Job site)	
Zone 3	1.15		General Laborer ***	Tunnel Bull Gang (Above Ground)	
Zone 4	1.70			Weight-Man-Crusher (g)	
Zone 5	2.75		a) Pittsburg or similar types		
Zone 1: Projects within 30 miles of City Hall in the Cities listed below.			b) Not swinging stages		
Zone 2: More than 30 miles but less than 40 miles.			c) Reference Post, Guide Post, or Right-of Way Marker		
Zone 3: More than 40 miles but less than 50 miles.			d) Flaherty, and similar types		
Zone 4: More than 50 miles but less than 80 miles.			e) Including electrical		
Zone 5: More than 80 miles.			f) Including steel forms		
Reference Cities			g) Aggregate when used		
Albany Eugene Longview Portland			*** 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.		
Astoria Goldendale Madras Port Orford					
Baker Grants Pass Medford Reedsport			Group 2		
Bend Hermiston McMinnville Roseburg			Applicators (a)	Gunite or Sandblasting	
Brookings Hood River Newport Salem			Brush Cutters (b)	Pot Tender	
Burns Klamath Falls Oregon City The Dalles			Burners	Handlers/Mixers (f)	
Coos Bay LaGrande Ontario Tillamook			Choker Splicer	Post Hole Digger, Air, gas or electric	
Corvallis Lakeview Pendleton Vancouver			Clary Power Spreader(c)	Power Tool Operators (g)	
Group 1			Clean up Nozzleman-Green Cutter (d)	Sand Blasting (wet)	
Asphalt Plant Laborers	Guardrail, Median		Concrete Power Buggyman	Stake Setter	
Asphalt Spreaders	Rail (c)		Crusher Feeder	Tampers	
Batch Weighman	Landscape or Planting Laborer		Demolition/Wrecking (e)	Tunnel Muckers/Brakeman/Concrete Crew/Bull Gang (underground)	
Broomers	Leverman or Aggregate Spreader (d)		Grade Checker	Vibrating Screenshot Vibrators(less than 4" diam.)	
Brush Burners/Cutters	Loading Spotter		Gunnite Nozzleman Tender		
Carpenter Tender	Material Yard Man (e)				
Car & Truck Loaders	Powderman Assistant		a) Including Pot Tender for same, applying protective material by hand or nozzle on utility lines or storage tanks on project		
Change-House Man	Railroad Track Laborers		b)Power saw		
Chipper Operator (a)	Ribbon Setters (f)		c)And similar types of spreaders		
Choke Setter	Rip Rap Man (Hand Placed)		d)Concrete, rock, etc.		
Clean-up Laborers ***	Road Pump Tender and Sewer Laborer		e)Charred Materials		
Concrete Laborers			f) Of all materials of an irritating nature including cement and lime		
Curing, concrete			g)Includes, but not limited to: Dry Pack Machine, Jackhammer, Chipping Guns, Paving Breakers		
Demolition, wrecking moving (industrial) ***					

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

Group 3

Asbestos Removal	Powdermen
Bit Grinder	Power Saw Operators (d)
Concrete Saw Operator	Pumpcrete Nozzleman
Drill Doctor	Sand Blasting (dry)
Drill Operators (a)	Pipe Layers of all Types
Gunite Nozzleman	Sewer Timberman
High Scalers,	Track Liners (e)
Strippers, Drillers(b)	Tugger Operator
Laser Beam (c)	Tunnel-Chuck Tenders
Manhole Builder	Vibrator (4" and larger)
Nippers & Timbermen	Water Blaster
Nuclear Plant Worker - Lead Shield	Welder

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

Group 4

Asphalt Rakers
Laser Beam (Tunnel), applicable when employee assigned to move, set-up, align laser beam
Motorman - Dinky Locomotive
Shield Operator
Tunnel Miners
Tunnel Powderman

Group 5

Clean-up Laborers (building only)***
Demolition, Wrecking, & Moving (building only)***
Flagger

*** 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.

LIMITED ENERGY ELECTRICIANS

May only be used for electrical work not exceeding 100 va in Class II and III installations (as defined in Article 725 of the National Electrical Code):

Area 1	17.75	6.68
Area 2	17.75	6.68
Area 3	13.75	4.49
Area 4	13.75	4.49
Area 5	13.75	4.49
Area 6	13.75	4.49
Area 7	13.75	4.49
Area 8	13.75	4.49
Area 9	17.75	6.68
Area 10	13.75	4.49
Area 11	13.75	4.49
Area 12	16.21	2.14
Area 13	13.69	2.59
Area 14	13.37	2.33

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

LINE CONSTRUCTION

Area 1:		
o Group 1	25.60	5.90
o Group 2	23.12	5.81
o Group 3	17.98	4.63
o Group 4	19.94	4.70
o Group 5	17.45	4.61
o Group 6	16.40	4.57
Area 2:		
o Cable Splicers	23.38	5.24
o Journeyman Lineman	21.20	5.16
o Line Equip. Mech. (Right-of-way)	17.98	5.01
o Line Equip. Oper.	17.98	5.01
o Groundman	13.15	4.80

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS	TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
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LINE CONSTRUCTION(continued)

Area 1

All counties except Malheur County

Group 1

Group 2

Cable Splicers
Leadman Pole Sprayer

Certified Lineman Welder
Heavy Line Equipment Man
Lineman
Pole Sprayer

Group 3

Group 4

Tree Trimmer

Line Equipment Man

Group 5

Group 6

Head Groundman
Jackhammer Man
Powderman

Groundman

Area 2

Malheur County

MARBLE SETTERS (Includes Granite)

Area 1	23.50	6.02
Area 2	21.32	5.68

Area 1

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

Area 2

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

a) North half
b) South half

PAINTERS & DRYWALL TAPERS

Area 1

o Painters & Drywall Tapers 12.90 2.51

Area 2

o Brush Painting 17.00 2.93
(Add \$0.60 to base rate for spray, sandblasting, other pressure blasting over 3000 psi, and steam cleaning.)
(Add \$0.50 to base rate for work over 60 ft high on swing stage, mechanical climber, spider, or bucket truck.)
o Drywall Tapers 21.55 4.33

Area 1

Malheur County

Area 2

Remaining Counties

PLASTERERS

o Nozzleman	22.76	5.06
o Swinging scaffold	21.76	5.06
o all other work	21.26	5.06

PLUMBERS & STEAMFITTERS/PIPEFITTERS

Area 1 (Both)	21.62	5.94
Area 2 (Both)	24.50	8.40
Area 3 (Both)	23.75	6.75

Area 1

Baker
Harney (a)
Malheur

Area 2

Grant (b)
Morrow
Umatilla
Wallowa
Union

Area 3

All remaining counties

a) Except Northwest Portion b) Except Southwest Corner

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS	TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
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POWER EQUIPMENT OPERATORS

Zone 1 (Base Rate):

o Group 1	22.40	6.55
o Group 2	22.01	6.55
o Group 3	21.33	6.55
o Group 4	20.88	6.55
o Group 5	20.34	6.55
o Group 6	18.72	6.55

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 731-4466.

ZONE RATES
(Add to Zone 1 Rate)

Zone 2	1.50
Zone 3	3.00

ZONE DESCRIPTIONS

Portland to Salem Metropolitan Area

Zone 1: Projects within the boundary of a region described as follows: Those portions of Multnomah, Clackamas, and Marion Counties which are West of the western boundary of Mt. Hood National Forest and West of Mile Post 30 on Interstate 84 and West of Mile Post 30 on State Highway 26 and West of Mile Post 30 on Highway 22. Also those portions of Washington County East of Highway 47, and of Yamhill County East of Highway 47 and Highway 99W.

Zone 2: Projects outside of any Zone 1, but less than 50 miles from the Portland city hall.

Zone 3: Projects outside of any Zone 1 or 2, and more than 50 miles from the Portland city hall.

Albany, Eugene, Roseburg, Grants Pass, Medford

Zone 1: Projects within 30 miles of the City Hall of the above cities.

Zone 2: Projects outside of any Zone 1 and more than 30 miles but less than 50 miles from the city hall.

Zone 3: Projects outside of any Zone 1 or 2, and more than 50 miles from the city hall.

Longview, Coos Bay, Klamath Falls, Bend

Zone 1: Projects within 20 miles of the City Hall of the above cities.

Zone 2: Projects outside of any Zone 1, and more than 20 but less than 40 miles from the city hall.

Zone 3: Projects outside of any Zone 1 or 2, and more than 40 miles from the city hall.

POWER EQUIPMENT OPERATORS (continued)

ZONE DESCRIPTIONS (continued)

Astoria, The Dalles, Pendleton, LaGrande, Baker, Ontario, McMinnville

Zone 1: Projects within 5 miles of the city hall of the above cities.

Zone 2: No Zone 2 for these cities.

Zone 3: Projects outside of any Zone 1 or 2, and more than 5 miles from the city hall.

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)

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

- 4 Log Skidder Operator
- 4 Chipper Operator
- 4 Incinerator Operator
- 4 Stump Splitter Operator
- 4 Faller/Buncher Operator

- 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

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

- 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
- 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 Cherry Picker or similar type crane-hoist, 5 ton capacity or less
 - 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
 - 4 Bridge Crane Operator, Locomotive, Gantry, Overhead
 - 2 Cableway Operator, 25 tons and over

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

1 Helicopter Operators, when used in erecting work

HYDRAULIC CRANE OPERATOR

- 5 Hydraulic Boom Truck Operator, Pittman
- 4 Hydro Crane Operator, under 50 tons
- 3 Hydro Crane Operator, 50 tons through 89 tons
- 2 Hydro Crane Operator, 90 tons through 199 tons
- 1 Hydro Crane Operator, 200 tons and over

TOWER/WHIRLEY OPERATOR

- 2 Tower Crane Operator
- 2 Whirley Operator, under 90 tons
- 1 Whirley Operator, 90 tons and over

LATICE BOOM CRANE OPERATOR

- 4 Lattice Boom Crane Operator, under 50 tons
- 3 Lattice Boom Crane Operator, 50 tons through 89 tons, and less than 150 ft boom
- 2 Lattice Boom Crane Operator, 90 tons through 199 tons, and/or 150 ft -200 ft boom
- 1 Lattice Boom Crane (Operator, 200 tons and over, and/or over 200 ft boom

CRUSHER

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

DRILLING

- 6 Drill Assistant
- 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
- 4 Cat Drill (John Henry)

POWER EQUIPMENT OPERATORS
 (GROUP CLASSIFICATIONS continued)

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.(only for construction projects - otherwise see Dredging)
- 4 Floating Crane (derrick barge) Operator, less than 30 tons
- 2 Floating Clamshell, etc. Operator, 3 cu. yd. and over (only for construction projects - otherwise see Dredging)
- 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 Operator
- 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

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

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS	TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
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POWER EQUIPMENT OPERATORS
(GROUP CLASSIFICATIONS continued)
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 Bobcat, Skid Steer (under 1 cubic yard)
- 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
- 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)

POWER EQUIPMENT OPERATORS
(GROUP CLASSIFICATIONS continued)
PIPE LINE - Sewer Water (continued)

- 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

REPAIRMEN, Heavy Duty

- 6 Parts Man (Tool Room)
- 6 H.D. Repairman Assistant
- 6 Welder's Assistant
- 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

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS	TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
<u>POWER EQUIPMENT OPERATORS</u> (GROUP CLASSIFICATIONS continued) <u>RUBBER-TIRED SCRAPERS</u>			<u>POWER EQUIPMENT OPERATORS</u> (GROUP CLASSIFICATIONS continued)		
4			<u>SWEEPERS</u>		
4			6		
4			5		
4			<u>TRACTOR - RUBBER TIED</u>		
4			5		
3			4		
2			4		
4			4		
3			4		
<u>SHOVEL, DRAGLINE, CLAMSHELL, BACKHOE, SKOOPER, ETC., OPERATOR</u>			<u>TRENCHING MACHINE</u>		
6			6		
6			6		
6			5		
6			4		
4			4		
4			4		
4			2		
4			2		
2			2		
<u>SIGNALMAN</u>			<u>TUNNEL</u>		
6			4		
6			6		
<u>SURFACING (BASE) MATERIAL</u>			4		
6			6		
5			4		
6			6		
6			6		
5			6		
5			6		
4			6		
5			6		
5			4		
			<u>WELDING MACHINES</u>		
			6		
			<u>UNDERWATER EQUIPMENT</u>		
			2		

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS	TRADES	BASIC HOURLY RATE	FRINGE BENEFITS	
ROOFERS			SHEETMETAL WORKERS			
(Installation and removal of sheet metal roofing is done by sheetmetal workers.)			Area 1 (Add \$0.75 to base rate for work performed on any swinging platform, swinging chair, or swinging ladder)			
Area 1:				20.33	6.98	
o Roofers	18.34	5.05				
o Handling coal tar pitch	20.17	5.05	Area 2	19.60	5.51	
Area 2:			(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)			
o Roofers	16.94	5.38				
(Add \$2.00 per hour to Fringe for work with irritable Bituminous material.)			Area 3	22.22	6.27	
Area 3:			(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)			
o Roofers	14.85	4.07				
(Add \$1.50 per hour to Fringe for work with irritable Bituminous material.)			Area 4	17.92	5.01	
Area 4:			Area 5	18.30	4.63	
o Roofers	16.00	5.40				
(Add \$2.00 per hour to Fringe for work with irritable Bituminous materials)			Area 1			
Area 5:			Benton	Gilliam	Linn	Tillamook
o Roofers	16.50	5.42	Clackamas	Grant	Marion	Wasco
(Add \$3.00 per hour to Fringe for work with irritable Bituminous materials)			Clatsop	Harney	Multnomah	Washington
Area 1	Area 1(cont)	Area 2	Columbia	Hood River	Polk	Wheeler
Baker	Multnomah	Benton	Crook	Jefferson	Sherman	Yamhill
Clackamas	Sherman	Coos	Deschutes	Lincoln		
Clatsop	Tillamook	Crook	Linn			
Columbia	Wasco	Curry	Marion			
Jefferson	Washington	Deschutes	Polk			
Gilliam	Wheeler	Douglas	Sherman			
Grant		Harney	Polk			
Hood River		Jackson	Yamhill			
		Josephine				
Area 3	Area 4	Area 5	Area 2	Area 3	Area 4	Area 5
Malheur	Umatilla	Morrow	Baker	Morrow	Douglas	Coos
	Union		Malheur	Umatilla	Jackson	Curry
	Wallowa			Union	Josephine	
				Wallowa	Klamath	
					Lake	
					Lane	

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
SOFT FLOOR LAYERS	18.10	4.98 + a

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

SPRINKLER FITTERS	21.40	6.28
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TENDERS TO MASON TRADES

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

	18.09	5.60
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(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	16.50	4.97
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TILE SETTER/ TERRAZZO WORKER	20.45	5.53
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(Add \$.50 to base rate if safety belt required by State safety regulations. Add \$1.00 to base rate if work involves epoxy, furnane, alkor acetylene black grouting or waterproof membrane.)

TILE, TERRAZZO, BRICK & MARBLE FINISHERS

o Assists Tile Setters, Brick Layers, Marble Masons, Stone Masons, and Terrazzo Workers by striking, sawing, cleaning, washing or grouting. Does not lay or set any material.

	15.49	4.05
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(Add \$.50 to base rate if safety belt required by State safety regulations. Add \$1.00 to base rate if work involves epoxy, furnane, alkor acetylene black grouting or waterproof membrane.)
(Add \$0.75 to fringe for refractory repair work.)

TRUCK DRIVERS

Zone 1 (Base Rate):

o Group 1	19.12	6.52
o Group 2	19.24	6.52
o Group 3	19.37	6.52
o Group 4	19.62	6.52
o Group 5	19.84	6.52
o Group 6	19.99	6.52
o Group 7	20.19	6.52

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 731-4466.

**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.

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	

Work	Group
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	

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS	TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
<u>TRUCK DRIVERS</u> (continued)			<u>TRUCK DRIVERS</u> (Continued)		
Dump Trucks, Side, End and Bottom Dumps, including Semi-Trucks and trains or combinations thereof:			Tireman, full-time basis		1
Up to and inc. 10 cu. yds		1	Truck Assistant		1
Over 10 cu. yds. and inc. 30 cu. yds		3	Truck Mechanic - Welder - Body Repairman		3
Over 30 cu. yds. and inc. 50 cu. yds		4	Truck Mechanic Assistant		1
Over 50 cu. yds. and inc. 60 cu. yds		5	Water Wagons (Rated Capacity) up to:		
Over 60 cu. yds. and inc. 80 cu. yds		6	3000 gallons		1
Over 80 cu. yds. and inc. 100 cu. yds		7	3000 to 5000 gallons		2
Dumpsters or Similar Equipment—all sizes		2	5000 to 10,000 gallons		3
Flaherty Spreader Driver or Leverman		2	10,000 to 15,000		4
Lift Jitneys, Fork Lifts—all sizes—used in loading, unloading & transporting material on job site		1	Winch Truck - takes classification of truck on which winch is mounted		
Loader and/or Leverman on Concrete Dry Batch Plant, manually operated		1	<u>WELDERS;RIGGERS</u>		
Low Bed Equipment, Flat Bed Semi-Truck and Trailer or Doubles transporting equipment or wet or dry materials		2	Receive rate for craft performing operation to which welding and rigging are incidental.		
Lubrication Man, Fuel Truck Driver, Driver, Tireman, Wash Rack, Steam Cleaner or combination		1			
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			

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS	TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
ASBESTOS WORKERS			DRYWALL/WETWALL		
Installation of insulation on mechanical systems for Thermal and Acoustical purposes, also the installation of fire stop penetrations on Electrical and Mechanical Systems.			o Drywall (Accoustical and Drywall Applicator) 19.48 7.27		
Journeyman Asbestos Worker 22.31 6.14			o Wetwall (Lather) 18.41 8.34		
Removal of regulated material on mechanical systems* which are not going to be scrapped.**			ELECTRICIANS		
o Hazardous Materials Handler Mechanic (in any type of project regardless of value) 14.25 3.35			Coos, Curry, Douglas (western portion)		
			o Electricians 21.60 6.54		
			Josephine, Douglas (eastern portion)		
			o Electricians 21.55 6.80		
			o Cable Splicers 21.55 6.80		
			ELEVATOR CONSTRUCTORS		
* Mechanical systems include pipes, boilers, ducts, flues breaching, grease ducts and acid ducts. This also includes all labor connected with the handling and distribution of materials for these systems.			o Mechanic 25.51 6.82+ a		
			o Helper 17.86 6.61+ a		
			o Probationary Helper 12.76 0.34		
** The removal of all regulated materials from mechanical systems is exclusively the work of Asbestos Workers, unless the mechanical systems are going to be scrap-ped, regardless whether the insulation materials contain asbestos. Laborers do all removal of regulated materials on mechanical systems to be scrapped and any non mechanical (walls, ceilings, floors, beams, etc. insulation. They also do loading of any regulated material after it has been removed, bagged and tagged, as well as cleanup at the removal site and all work done at the disposal site. Persons performing the removal of regulated materials are classified as Group 3 Laborers.			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.		
			GLAZIERS		
			22.12 4.71		
			(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)		
			INSULATORS (BAT AND BLOWN) 7.85 0		
			IRONWORKERS		
			o Structural, Reinforcing, Ornamental, Riggers, Fence Erectors, Signal Men 20.50 9.32		
BOILERMAKERS 22.94 8.39			LABORERS 9.10 4.65		
BRICKLAYERS/STONEMASONS 20.32 5.68			LIMITED ENERGY ELECTRICIANS		
CARPENTERS 13.20 3.67			May only be used for electrical work not exceeding 100 va in Class II and III installations (as defined in Article 725 of the National Electrical Code): 13.75 4.49		
CEMENT MASONS 10.00 0			PAINTERS 13.00 0		

NOTE: Regulated materials are those materials that are regulated for the purpose of protecting the environment or for personal protection by either E.P.A., O.S.H.A., DEQ or Federal O.S.H.A.

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS	TRADES	BASIC HOURLY RATE	FRINGE BENEFITS	
PLASTERERS			TILE, TERRAZZO, BRICK & MARBLE FINISHERS			
o Nozzleman	22.76	5.06	o Assists Tile Setters, Brick Layers, Marble Masons, Stone Masons, and Terrazzo Workers by striking, sawing, cleaning, washing or grouting. Does not lay or set any material.	15.49	4.05	
o Swinging scaffold	21.76	5.06				
o all other work	21.26	5.06				
PLUMBERS & STEAMFITTERS/PIPEFITTERS			(Add \$.50 to base rate if safety belt required by State safety regulations. Add \$1.00 to base rate if work involves epoxy, furnane, alkor acetylene black grouting or waterproof membrane.) (Add \$0.75 to fringe for refractory repair work.)			
	23.75	6.75	TRUCK DRIVERS			
POWER EQUIPMENT OPERATORS			Zone 1 (Base Rate):			
Backhoes	12.94	1.56	o Group 1	19.12	6.52	
Bulldozers	13.50	1.56	o Group 2	19.24	6.52	
Loader	13.50	1.56	o Group 3	19.37	6.52	
ROOFERS			o Group 4	19.62	6.52	
	8.00	0	o Group 5	19.84	6.52	
SHEETMETAL WORKERS			o Group 6	19.99	6.52	
Coos, Curry	18.30	4.63	o Group 7	20.19	6.52	
Douglas, Josephine	17.92	5.01	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 731-4466			
SOFT FLOOR LAYERS			Zone Differential for Truck Drivers (Add to Zone 1 Rate)			
	18.10	4.98 + a	Zone 2	.65		
a) plus 4% of basic hourly rate for employees with less than one year of service, 6% for those with more than one year.			Zone 3	1.15		
SPRINKLER FITTERS			Zone 4	1.70		
	21.40	6.28	Zone 5	2.75		
TENDERS TO MASON TRADES			Zone 1: Projects within 30 miles of City Hall in the Cities listed below.			
o Tenders for Bricklayers	18.09	5.60	Zone 2: More than 30 miles but less than 40 miles.			
(Add \$0.50 to base rate for refractory work)			Zone 3: More than 40 miles but less than 50 miles.			
(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)			Zone 4: More than 50 miles but less than 80 miles.			
TENDERS TO PLASTERERS			Zone 5: More than 80 miles.			
	16.50	4.97	Reference Cities			
TILE SETTER/ TERRAZZO WORKER			Albany	Eugene	Longview	Portland
	20.45	5.53	Astoria	Goldendale	Madras	Port Orford
(Add \$.50 to base rate if safety belt required by State safety regulations. Add \$1.00 to base rate if work involves epoxy, furnane, alkor acetylene black grouting or waterproof membrane.)			Baker	Grants Pass	Medford	Reedsport
			Bend	Hermiston	McMinnville	Roseburg
			Brookings	Hood River	Newport	Salem
			Burns	Klamath Falls	Oregon City	The Dalles
			Coos Bay	LaGrande	Ontario	Tillamook
			Corvallis	Lakeview	Pendleton	

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS	TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
TRUCK DRIVERS (Continued)			TRUCK DRIVERS (Continued)		
<u>Work</u>		<u>Group</u>			
A-Frame or Hydra-lift Truck w/load bearing surface.....		1	Slurry Truck Driver or Leverman		1
Battery Rebuilder.....		1	Solo Flat Bed and Misc. Body Trucks—0-10 tons		1
Bus or Man-Haul Driver.....		1	Transit Mix and Wet or Dry Mix Trucks:		
Concrete Buggies (Power operated)		1	5 cu. yds. and under		1
Drivers and Helpers handling sacked cement—add 15¢ per hour			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
Dump Trucks, Side, End and Bottom Dumps, including Semi-Trucks and trains or combinations thereof:			Team Drivers		1
Up to and inc. 10 cu. yds		1	Tireman, full-time basis		1
Over 10 cu. yds. and inc. 30 cu. yds		3	Truck Assistant.....		1
Over 30 cu. yds. and inc. 50 cu. yds		4	Truck Mechanic—Welder—Body Repairman..		3
Over 50 cu. yds. and inc. 60 cu. yds		5	Truck Mechanic Assistant.....		1
Over 60 cu. yds. and inc. 80 cu. yds.....		6	Water Wagons (Rated Capacity) up to:		
Over 80 cu. yds. and inc. 100 cu. yds ...		7	3000 gallons.		1
Dumpsters or Similar Equipment all sizes		2	3000 to 5000 gallons		2
Flaherty Spreader Driver or Leverman		2	5000 to 10,000 gallons.....		3
Lift Jitneys, Fork Lifts—all sizes—used in loading, unloading & transporting material on job site.....		1	10,000 to 15,000 gallons		4
Loader and/or Leverman on Concrete Dry Batch Plant, manually operated.....		1	Winch Truck—takes classification of truck on which winch is mounted		
Low Bed Equipment, Flat Bed Semi-Truck and Trailer or Doubles transporting equipment or wet or dry materials		2	WELDERS: RIGGERS		
Lubrication Man, Fuel Truck Driver, Driver, Tireman, Wash Rack, Steam Cleaner or combination.....		1	Receive rate for craft performing operation to which welding and rigging are incidental.		
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			

BUREAU OF LABOR AND INDUSTRIES - WAGE AND HOUR DIVISION

INSTRUCTIONS FOR COMPLETING PAYROLL/CERTIFIED STATEMENT FORM,
WH-38 (Rev 1/94)

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 payroll/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 the box at the top of the form. Fill in the appropriate Prime Contractor or Subcontractor box. Be sure to enter the date the contract was first advertised for bid, if it has not been already entered by the Public Contracting Agency. If you are not sure of this date, contact the Public Contracting Agency.

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 - Trade Classifications: List the classification found in the Bureau of Labor and Industries publication "Prevailing Wage Rates for Public Works Contracts in Oregon," which is most descriptive of the work actually performed by the employee. Give the group number for those worker classifications which include such information. Consult the worker classifications and minimum Prevailing Wage Rate schedule set forth in contract specifications. Refer to the appropriate Prevailing Wage Rates in effect at the time the contract was first advertised for bid for information regarding trade classifications, basic hourly rates, and hourly fringe benefits. Indicate which workers are apprentices, if any, and give their current percentage, trade classification, and group number when applicable. If additional worker classifications are deemed necessary, contact the contracting public agency. If an employee works in more than one worker classification, use the highest rate for all hours worked, or use separate line entries to show hours worked, rate of pay, and fringe benefit for each classification.

Column 3

- DAY AND DATE: Enter the day of the week (M, T, W, Th, F, S, Sn) in the top row of boxes, and the number of the day of the month below.

- HOURS WORKED EACH DAY: Enter as overtime hours all hours worked in excess of 8 hours per day, all hours worked on Saturday and Sunday and all hours worked on legal holidays as defined in ORS 279.334. See ORS 279.334(3) for exceptions to this requirement.

Column 4 - Total Hours: Enter separately the total number of overtime hours and straight time hours worked by each listed classification during this pay period; overtime ("OT") on top, straight time ("S") immediately below.

Column 5 - Basic Hourly Rate of Pay: Enter the basic hourly rate and the overtime hourly rate (if any) paid the employee in the appropriate overtime and straight time boxes. Payment of not less than one and one half times the basic or regular rate paid is required for overtime under ORS 279.334.

Column 6 - Hourly Fringe Benefit Paid as Wages to the Employee: Enter any additional cash paid directly to the employee in lieu of fringe benefits. It is not necessary to pay time and a half for overtime work on those wages which are paid in lieu of fringe benefits.

Column 7 - Gross amount earned: Enter the gross wages earned by the worker in this classification for all listed straight time hours, all listed overtime hours, and including all additional amounts paid directly to the employee.

Column 8 - Total Deductions, FICA, FED, STATE, ETC: Enter the total amount of deductions withheld from each employee for just those hours reported on this payroll/certified statement for this project. All deductions must be in accordance with the provisions of ORS 652.610.

Column 9 - Net Wages Paid for Week: Enter the amount of wage actually paid to the employee after subtracting the total deductions reported in Column 8 from the gross amount earned shown in Column 7.

Column 10 - Hourly Fringe Benefit Paid to Party, Plan, Fund or Program: Enter the hourly amount of fringe benefits paid to each individually approved party, plan, fund or program for each employee. List these amounts separately on the lines provided. Any contractor who is making payments to approved parties, plans, funds or programs in amounts less than the required hourly fringe benefit is obligated to pay the difference directly to the employee as wages in lieu of fringe benefits, and to show that amount in Column 6 of this form.

Column 11 - Name of Benefit Party, Plan, Fund or Program: Enter the name of the party, plan, fund or program that corresponds to the amount shown as an hourly fringe benefit in Column 10.

Summary - In order to determine if the wages and fringe benefits being certified by this statement are sufficient to meet Prevailing Wage Rate requirements, the following check may be performed:

1. Consider each Trade Classification listed in Column 2.
2. For that Trade Classification, take the sum of:
 - a) the Basic Hourly Rate of Pay (Column 5),
 - b) the Hourly Fringe Benefit Paid as Wage to Employee (Column 6),
 - c) and the Hourly Fringe Benefit Paid To Party, Plan, Fund or Program (Column 10).
3. This sum must equal or exceed the sum of the Basic Hourly Rate (including zone pay and special wage differentials, if any) and the Fringe Benefit as they are listed for that Trade Classification in the appropriately dated issue of the Bureau of Labor and Industries publication; Prevailing Wage Rates for Public Works Contracts in Oregon.

PAYROLL SUBMISSION
FIRST 90 DAY LAST

PRIME CONTRACTOR
SUBCONTRACTOR

Business Name (DBA):	CCB Registration Number:	Project Name: The Calvin & Hobbes Animal Shelter	Project Number: 12345
Phone: ()		Type Of Work:	
Street Address:		Project Location:	Project County:
Mailing Address:			
Date Pay Period Began:		Date Pay Period Ended:	

<p>THIS SECTION FOR PRIME CONTRACTORS ONLY #3576</p> <p>Public Contracting Agency Name: Central City Port Commission</p> <p>Phone: ()</p> <p>Date Contract Specifications First Advertised For Bid: 1/15/94 Contract Amount: \$8,452,897</p>	<p>THIS SECTION FOR SUBCONTRACTORS ONLY</p> <p>Subcontract Amount:</p> <p>Prime Contractor Business Name (DBA): AAAA General Contractors, Inc.</p> <p>Phone: () CCB Registration Number: 99988</p> <p>Date You Began Work On The Project:</p>
--	---

(1)	(2)	(3) DAY AND DATE						(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
Name, Address, And Social Security Number of Employee	Trade Classification (Include group number if applicable)	HOURS WORKED EACH DAY						Total Hours	Basic Hourly Rate Of Pay	Hourly Fringe Benefit Paid As Wage To Employee	Gross Amount Earned	Total Deductions FICA, FED, STATE, ETC.	Net Wage Paid For Week	Hourly Fringe Benefit Paid To Party, Plan, Fund or Program	Name Of Benefit Party, Plan, Fund, or Program

SAMPLE ONLY

Copies of the correct form must be obtained from the public contracting agency. The shaded boxes will be filled in by that agency as illustrated above, then the form will be copied and supplied to the contractors and subcontractors for use on that public works project which is named on the form.

(1) Name, Address, And Social Security Number of Employee	(2) Trade Classification (Include group number if applicable)	(3) DAY AND DATE							(4) Total Hours	(5) Basic Hourly Rate Of Pay	(6) Hourly Fringe Benefit Paid As Wage To Employee	(7) Gross Amount Earned	(8) Total Deductions FICA, FED, STATE, ETC.	(9) Net Wage Paid For Week	(10) Hourly Fringe Benefit Paid To Party, Plan, Fund or Program	(11) Name Of Benefit Party, Plan, Fund, or Program
		HOURS WORKED EACH DAY														
		OT														

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CERTIFIED STATEMENT

I, _____ do here by state:
 _____ (Name of signatory party) _____ (Title)

(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 as follows: _____

(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 in the contract; that the classification set forth therein for each worker conforms 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.

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

NAME AND TITLE

SIGNATURE

Note to Contractors: Essential information has been provided on the shaded lines of this form by the contracting agency. You must attach copies of this form to each of your payroll submissions on this project. See the BOLI publication Prevailing Wage Rates for Public Works Contracts in Oregon for instructions on completing this form.

File this form with the contracting agency and send a true copy to the Bureau of Labor and Industries, Wage and Hour Division, 800 NE Oregon St. #32, Portland, OR 97232.
 FORM WH-36S (REV 8/93)

BUREAU OF LABOR AND INDUSTRIES
NOTICE OF AWARD OF PUBLIC WORKS CONTRACT
(For use by Public Agencies in Complying with ORS 279.363)

1. CONTRACTING AGENCY INFORMATION

Name Central City Port Commission Agency Number #3576

Address _____

City, State, Zip _____

Agency Representative _____ Phone _____

2. CONTRACT INFORMATION

Project Name City of Milwaukie Animal Shelter Project Number

Project Manager Name _____ Fax Number _____
Phone _____

Location of Work _____

NOTICE TO PUBLIC AGENCIES

Please use copies of the personalized forms which were mailed to you in August, 1993, or contact BOLI at the number below for an additional supply.

3. PRIME CONTRACTOR INFORMATION

Name AAA General Contractors, Inc.

Address _____

City, State, Zip _____ Phone _____

Construction Contractors Board Registration Number

Workers' Comp Insurance Company _____

Workers' Comp Policy/Binder Number _____

RETURN THIS COMPLETED FORM TO:

Bureau of Labor and Industries
Wage and Hour Division Rm 1160
Prevailing Wage Section
800 NE Oregon # 32
Portland, Oregon 97232
731-4074
Fax Number 731-4623

Please fill out this entire form. Make sure the information you enter on the shaded lines matches the information you provide your contractors on the shaded lines of the forms Certified Payroll (WH-38), and List of Subcontractors by Project (WH-303). See instruction sheet for details.

BUREAU OF LABOR AND INDUSTRIES
WAGE AND HOUR DIVISION

LIST OF SUBCONTRACTORS BY PROJECT
For use by Prime Contractors in Complying with
ORS 701.055 (11) and OAR 812-03-000 (14)

PRIME CONTRACTOR NAME

[REDACTED]

Address

City, State, Zip

Phone

PROJECT NAME AND NUMBER

The City of Portland Jobless Shelter #12345

Project Location

CONTRACTING
AGENCY NAME

[REDACTED]

Phone

SUBCONTRACTOR NAME

CCB
REGISTRATION
NUMBER

ADDRESS

PHONE
NUMBER

NOTICE TO PUBLIC AGENCIES

Please provide your primary contractor with copies of the personalized forms which were mailed to you in August, 1993, or contact BOLI at the number on the previous page for an additional supply.

The primary contractor shall provide the initial list of subcontractors to the contracting public agency and to the Wage and Hour Division of the Bureau of Labor and Industries, 800 NE Oregon #32, Portland, OR 97232, on the same date that the initial payroll and certified statement form WH-38 is due. The primary contractor will prepare and submit updated lists of subcontractors with each submittal of the payroll and certified statement.

PLANNED PUBLIC IMPROVEMENT SUMMARY

FISCAL YEAR _____ - _____

PAGE _____ OF _____

(Name of State or Local Government Agency)

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

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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, 800 NE Oregon St. # 32, Portland, Oregon 97232.

2.04.100 Minority Business Enterprise Program (MBE Program) For Locally-Funded Contracts, Findings, Purpose and Authority:

(a) The Metro Council supports the aspirations of minorities to enter the mainstream of social, political and economic life.

(b) The Metro Council finds:

- (1) The opportunity for full participation in our free enterprise system by minorities is essential;
- (2) Greater economic opportunity for minorities is essential;
- (3) Review of Metro programs to remedy historical patterns of exclusion of and discrimination against racial or ethnic groups is needed;
- (4) Public policies and programs to eliminate the effects of long-term, open and pervasive exclusion of and discrimination against minorities from the business sector, including increased opportunities to integrate minorities into the full economic life of the community should be reviewed; and
- (5) In cooperation with the private sector, the affected populations, interested groups and appropriate governmental entities, a program of review should be established to recommend remedies for the unfortunate effects of social, political and economic inequity that still exist.

(c) It is the purpose of the MBE Program to establish and implement a program to encourage the utilization by Metro of minority-owned businesses, to the greatest extent permitted by law, by creating for such businesses the maximum possible opportunity to compete for and participate in locally-funded Metro contracting activities. The MBE Program does not apply to federally-funded contracts, which are governed by Metro Code 2.04.300 et seq. The MBE Program shall be administered simultaneously and in addition to the provisions of Metro Code Sections 2.04.200-.290.

(d) Metro Code Sections 2.04.100-.190 shall be known and may be cited as the "Metro Minority Business Enterprise Program," hereinafter referred to as the "MBE Program."

(Ordinance No. 83-165, Sec. 1; amended by Ordinance No. 84-181, Sec. 1; all previous Ordinances repealed by Ordinance No. 87-216, Sec. 1; amended by Ordinance No. 87-231, Sec. 1; all previous Ordinances repealed by Ordinance No. 92-466A, Sec. 2)

2.04.105 Policy Statement:

(a) Through this MBE Program, Metro:

- (1) Expresses its strong commitment to provide maximum opportunity to MBEs in contracting; and
- (2) Informs all employees, governmental agencies and the general public of its intent to implement this policy statement.

(b) It is the policy of Metro to provide equal opportunity to all persons to access and participate in the locally-funded projects, programs and services of Metro. Metro and Metro contractors shall not discriminate against any person or firm on the basis of race, color, national origin, sex, sexual orientation, age, religion, physical handicap, political affiliation or marital status.

(c) The policies, practices and procedures established by the MBE Program shall apply to all Metro departments, commissions and project areas except as expressly provided herein.

(d) The objectives of the MBE Program shall be:

- (1) To assure that provisions of the MBE Program are adhered to by all Metro departments, contractors and employees; and
- (2) To initiate and maintain efforts to increase, to the greatest extent permitted by law, program participation by minority businesses.

(Ordinance No. 83-165, Sec. 2; amended by Ordinance No. 84-181, Sec. 1; all previous Ordinances repealed by Ordinance No. 87-216, Sec. 1; amended by Ordinance No. 87-231, Sec. 1; all previous Ordinances repealed by Ordinance No. 92-466A, Sec. 2)

2.04.110 Definitions: For purposes of Metro Code Sections 2.04.100-.190, the following definitions shall apply:

(a) "Capable" means a Minority Business Enterprise registered with the Executive Department who upon request from the bidder can supply two favorable references of prior work of the type being subcontracted for.

(b) "Competitive" means the subcontract bid submitted by the Minority Business Enterprise was within 10 percent of either the budgeted amount, subbid estimate or the lowest bid received by the bidder. The bidder shall make either the budgeted amount or the subbid estimate available upon request. This term relates to price only and must not be interpreted to mean that a bid deemed competitive is therefore entitled to the subcontract award.

(c) "Construction Contract" means a contract for construction of buildings or other facilities, and includes reconstruction, remodeling and all activities which are appropriately associated with a construction project.

(d) "Contract" means a mutually binding legal relationship or any modification thereof obligating the seller to furnish supplies or services, including construction, and the buyer to pay for them. For purposes of the MBE Program a lease or a purchase order of \$500.00 or more is a contract.

(e) "Contractor" means the one who participates, through a contract or subcontract, in the MBE Program and includes lessees.

(f) "Documentation" means written materials purporting to establish the satisfaction of a good faith effort requirement that are capable of verification. These may include, but are not limited to, copies of business logs, correspondence or newspaper ads.

(g) "Economically Feasible Unit" means a unit of work identified in a project suitable for subcontracting in the normal course of business. These would be units that a contractor would ordinarily identify as suitable for performance by a subcontractor. The intent here is to have identified units that would be attractive to a serious and qualified subcontractor and not be shunned by that subcontractor because the unit of work is too small to be profitable.

(h) "Executive Department" means the State of Oregon's Executive Department.

(i) "Interested" means a Minority Business Enterprise that has expressed to Metro and/or the bidder an interest in learning more about the project identified in the initial solicitation by the bidder.

(j) "Joint Venture" is defined as an association of two or more businesses to carry out a single business enterprise for profit for which purpose they combine their property, capital, efforts, skills and knowledge. In a joint venture between a MBE and non-MBE, the MBE must be responsible for a clearly defined portion of the work to be performed and must share in the ownership, control, management responsibilities, risks and profits of the joint venture. A joint venture of a MBE and a non-MBE must receive Metro approval prior to contract award.

(k) "Justification" means a maintaining or showing of a sufficient reason why an action was taken and that the action was not taken for an impermissible reason. Permissible reasons include, but are not limited to, not meeting bid invitation specifications or not being the low bid. An impermissible reason would be one that is arbitrary or capricious or based on race, sex, national origin, marital status or religion.

(l) "Labor and Materials Contract" is a contract including a combination of service and provision of materials other than construction contracts. Examples may include plumbing repair, computer maintenance or electrical repair, etc.

(m) "Lessee" means a business or person that leases, or is negotiating to lease, property from Metro or an actual or potential Metro contractor on Metro's or the contractor's facility for the purpose of operating a transportation-related activity, or for the provision of goods or services to the facility or to the public at the facility.

(n) "Minority Business Enterprise or MBE" means a small business concern which is certified as such by the Executive Department and:

- (1) Which is at least 51 percent owned by one or more minority individuals, or, in the case of any publicly-owned business, at least 51 percent of the stock of which is owned by one or more minority individuals; and
- (2) Whose management and daily business operations are controlled by one or more of the minority individuals who own it.

(o) "Minority Individual" has the meaning established by ORS 200.005(7).

(p) "Negotiate" means to engage in good faith discussions with the potential subcontractors about their proposals/bids, and the work for which a bid is sought, including sharing with them any cost estimates from the request for proposals or invitation to bid documents, if available.

(q) "Personal Services Contract" means a contract for services of a personal or professional nature.

(r) "Procurement Contract" means a contract for the purchase or sale of supplies, materials, equipment, furnishings or other goods not associated with a construction or other contract.

(s) "Reasonable Number" means at least three (3) firms of those MBEs certified as such by the Executive Department, or a greater number of such firms, if so specified in any particular contract by the Liaison Officer. Consideration should be given to the specialty of subcontracting or materials supply desired as well as the location of the project and whether or not the subcontractor is willing to perform work out of their geographic area.

(t) "Rebuttable Presumption" means a presumption which may be rebutted, or disproved, by evidence.

(u) "Small Business Concern" means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

(Ordinance No. 165, Sec. 3; amended by Ordinance No. 84-181, Sec. 2; all previous Ordinances repealed by Ordinance No. 87-216,

Sec. 1; amended by Ordinance No. 87-231, Sec. 1; and Ordinance No. 88-252, Sec. 1; all previous Ordinances repealed by Ordinance No. 92-466A, Sec. 2)

2.04.115 Notice to Contractors and Subcontractors: Contractors of Metro accepting locally-funded contracts under the MBE Program shall be advised that failure to carry out the applicable provisions of the MBE Program shall constitute a breach of contract and, after notification by Metro, may result in termination or such other remedy as Metro deems appropriate.

(Ordinance No. 83-165, Sec. 4; all previous Ordinances repealed by Ordinance No. 87-216, Sec. 1; amended by Ordinance No. 87-231, Sec. 1; all previous Ordinances repealed by Ordinance No. 92-466A, Sec. 2)

2.04.120 Liaison Officer:

(a) The Executive Officer shall be responsible for administering the MBE Program. The Executive Officer may, by Executive Order, designate a Liaison Officer and, if necessary, other staff adequate to administer the MBE Program on the Executive's behalf. For purposes of Metro Code Sections 2.04.100-.190, all references to the "Liaison Officer" shall mean the Executive Officer, unless the Executive Officer has designated another individual as the "Liaison Officer," in which case the individual so designated shall perform the functions required by the MBE Program.

(b) The Liaison Officer shall be responsible for developing, managing and implementing the MBE Program, and for disseminating information on available business opportunities so that MBEs are provided an equitable opportunity to bid on Metro contracts. In addition to the responsibilities of the Liaison Officer, all department heads and program managers shall have responsibility to assure implementation of the MBE Program.

(c) The Liaison Officer shall begin immediately to design a technical assistance and outreach program which shall be established by January 1, 1993. This program shall include at least the following elements:

- (1) A regularly-scheduled contractor orientation program to promote compliance with and understanding of the provisions of the MBE Program and Metro;
- (2) Feasible options for bonding, insurance, and banking assistance for MBEs;
- (3) A program designed to assist Metro departments in enhancing opportuni-

ties for MBEs;

- (4) A fully-developed and maintained resource list to include all available resources for MBEs; and
- (5) A system for agency-wide reporting of MBE outreach efforts and accomplishments.

(d) The Liaison Officer shall have the responsibility for monitoring implementation of the requirements of the MBE Program and shall have the power to request from Metro departments, bidders/proposers, and/or contractors any relevant records, information and documents.

(e) The Liaison Officer shall be responsible for gathering all information concerning compliance with this chapter and shall have access to all pertinent Metro records.

(Ordinance No. 83-165, Sec. 5; amended by Ordinance No. 86-197, Sec. 1; all previous Ordinances repealed by Ordinance No. 87-216, Sec. 1; amended by Ordinance No. 87-231, Sec. 1; all previous Ordinances repealed by Ordinance No. 92-466A, Sec. 2)

2.04.125 Directory: A directory of MBEs certified by the Executive Department shall be maintained by the Liaison Officer to facilitate identifying such businesses with capabilities relevant to general contracting requirements and particular solicitations. The directory shall be available to contract bidders and proposers in their efforts to meet the MBE Program requirements.

(Ordinance No. 83-165, Sec. 6; all previous Ordinances repealed by Ordinance No. 87-216, Sec. 1; amended by Ordinance No. 87-231, Sec. 1; all previous Ordinances repealed by Ordinance No. 92-466A, Sec. 2)

2.04.130 Minority-Owned Banks: Metro will seek to identify minority-owned banks and banks utilizing equal opportunity banking practices, including community reinvestment, and, to the greatest extent permitted by law, use their services. In addition, Metro will encourage prime contractors, subcontractors and consultants to utilize such services by sending them brochures and service information on such banks.

(Ordinance No. 83-165, Sec. 7; amended by Ordinance No. 84-181, Sec. 3; all previous Ordinances repealed by Ordinance No. 87-216, Sec. 1; amended by Ordinance No. 87-231, Sec. 1; all previous Ordinances repealed by Ordinance No. 92-466A, Sec. 2)

2.04.135 Affirmative Action and Equal Opportunity Procedures: Metro shall use affirmative action techniques to facilitate MBE participation in contracting activities. These techniques include:

- (a) Making affirmative efforts to solicit proposals from

MBEs.

(b) Examining alternatives for arranging contracts by size and type of work so as to enhance the possibility of participation by MBEs.

(c) Arranging solicitations, time for the presentation of bids, quantities specifications and delivery schedules so as to facilitate the participation of MBEs.

(d) Referring MBEs in need of management assistance to established agencies that provide direct management assistance to such businesses.

(e) Carrying out specific information and communications programs on contracting procedures and specific contracting opportunities in a timely manner, with such programs being bilingual, and in conformance with any requirements of the Americans with Disabilities Act, where appropriate.

(f) Distribution of copies of the MBE Program to organizations and individuals concerned with MBE programs.

(g) Periodic reviews with department heads to ensure that they are aware of the MBE Program goals and desired activities on their parts to facilitate the purposes of the MBE Program. Additionally, departmental efforts toward and success in meeting the purposes of the MBE Program shall be factors considered during annual performance evaluations of the department heads.

(h) Monitoring and ensuring that MBE planning centers and likely MBE contractors are receiving requests for bids, proposals and quotes.

(i) Distribution of lists to potential MBE contractors of the types of goods and services which Metro regularly purchases.

(j) Advising potential MBE vendors that Metro does not certify MBEs, and directing them to the Executive Department.

(k) Specifying purchases by generic title rather than specific brand name whenever feasible.

(l) Establishing an interdepartmental contract management committee which will meet regularly to monitor and discuss, among other issues, potential MBE participation in contracts. In an effort to become more knowledgeable regarding MBE resources, the committee shall also invite potential MBE contractors to attend selected meetings.

(m) Requiring that at least one MBE vendor or contractor be contacted for all contract awards which are not exempt from Metro's contract selection procedures and which are 1) for more than \$500 but not more than \$25,000 in the case of non-personal services

contracts; and 2) for more than \$2,500 but not more than \$25,000 for personal services contracts. The Liaison Officer may waive this requirement if he/she determines that there are no MBEs on the certification list capable of providing the service or item. Any such waivers shall be in writing, and shall be kept in the appropriate files. For contracts over the dollar amounts indicated in this section, all MBEs known to Metro in the business of providing the service(s) or item(s) required shall be mailed bid or proposal information.

(n) Requiring that all prospective bidders attend scheduled prebid conferences on all construction contracts with an estimated value of over \$100,000.

(o) The Executive Officer or his/her designee, may establish and implement additional affirmative action techniques which are consistent with the MBE Program and designed to facilitate participation of MBEs in Metro contracting activities.

(Ordinance No. 83-165, Sec. 8; amended by Ordinance No. 84-181, Sec. 4; Ordinance No. 86-197, Sec. 1; all previous Ordinances repealed by Ordinance No. 87-216, Sec. 1; amended by Ordinance No. 87-231, Sec. 1; all previous Ordinances repealed by Ordinance No. 92-466A, Sec. 2; amended by Ordinance No. 94-554B, Sec. 1)

2.04.140 Certification of Minority Business Eligibility:

(a) To participate in the MBE Program, contractors, subcontractors and joint ventures must have been certified by the Executive Department as described in subsection (b) of this section.

(b) Metro will not perform certification or recertification of businesses or consider challenges to socially and economically disadvantaged status. Rather Metro will rely upon the Executive Department's list in determining whether a prospective contractor or subcontractor is certified as a MBE. A prospective contractor or subcontractor must be certified as a MBE by the Executive Department or appear on its certification list prior to the pertinent bid opening or proposal submission date to be considered by Metro to be an eligible MBE. Metro will adhere to any applicable Recertification Rulings.

(c) Prospective contractors or subcontractors which have been denied certification by one of the above agencies may appeal such denial to the certifying agency pursuant to applicable law. However, such appeal shall not cause a delay in any contract award by Metro.

(Ordinance No. 83-165, Sec. 9; amended by Ordinance No. 84-181, Sec. 5; all previous Ordinances repealed by Ordinance No. 87-216, Sec. 1; amended by Ordinance No. 87-231, Sec. 1; and Ordinance No. 88-252, Sec. 1; all previous Ordinances repealed by Ordinance No. 92-466A, Sec. 2)

2.04.145 Annual Minority Business Goals:

(a) The Metro Council shall, by resolution each June, establish annual MBE goals for the ensuing fiscal year. Such annual goals shall be established separately for construction contracts, labor and materials contracts, personal services contracts and procurement contracts regardless of type.

(b) Annual goals will be established taking into consideration the following factors:

- (1) Projection of the number and types of contracts to be awarded by Metro;
- (2) Projection of the number, expertise and types of MBEs likely to be available to compete for the contracts;
- (3) Past results of Metro's efforts under the MBE Program; and
- (4) Existing goals of other Portland metropolitan area contracting agencies, and their experience in meeting these goals.

(c) Metro will publish notice regarding proposed contract goals not later than ten (10) days prior to adoption of the goals.

(Ordinance No. 83-165, Sec. 10; amended by Ordinance No. 86-197, Sec. 1; all previous Ordinances repealed by Ordinance No. 87-216; amended by Ordinance No. 87-231, Sec. 1; Ordinance No. 88-252, Sec. 1; all previous Ordinances repealed by Ordinance No. 92-466A, Sec. 2)

2.04.150 Good Faith Efforts at Maximizing MBE Opportunities:

(a) Good faith efforts at maximizing MBE opportunities shall be required for construction contracts over \$50,000.

(b) At the discretion of the Liaison Officer, good faith efforts at maximizing MBE opportunities may be required for any other contract. This requirement shall be made in writing prior to the solicitation of bids for such contract.

(c) Where good faith efforts are required, the Liaison Officer shall direct the inclusion of a clause in any RFP or bid documents which requires that the prime contractor, prior to entering into any subcontracts, make good faith efforts at maximizing MBE opportunities, as that term is defined in Section 2.04.160.

(Ordinance No. 83-165, Sec. 11; repealed by Ordinance No. 87-216, Sec. 1; amended by Ordinance No. 87-231, Sec. 1; Ordinance No. 88-252, Sec. 1; all previous Ordinances repealed by Ordinance

2.04.155 Contract Award Criteria:

(a) To be eligible for award of contracts subject to good faith efforts requirements, prime contractors must prove that they have made good faith efforts at maximizing MBE opportunities prior to the time bids are opened or proposal are due. Bidders/Proposers are required to utilize the most current list of MBEs certified by the Executive Department in all of the bidders'/proposers' good faith efforts solicitations. The address where certified lists may be obtained shall be included in all applicable bid/proposal documents.

(b) All invitations to bid or request for proposals on contracts for which good faith efforts requirements have been established shall require all bidders/proposers to submit with their bids and proposals a statement indicating that they have made good faith efforts as defined in Section 2.04.160. To document good faith efforts, all bidders and proposers shall complete and endorse a Minority Business Program Compliance form and include said form with bid or proposal documents. The form shall be provided by Metro with bid/proposal solicitations.

(c) Agreements between a bidder/proposer and a MBE in which the MBE promises not to provide subcontracting quotations to other bidders/proposers are prohibited.

(d) Bidders/proposers shall, at the time of bid opening, (or proposal submission date when no public opening is had), submit to Metro detailed MBE Utilization forms listing names of MBEs who will be utilized and the nature and dollar amount of their participation. This form will be binding upon the bidder/proposer. Within five (5) working days of bid opening or proposal submission date, such bidders/proposers shall submit to Metro signed Letters of Agreement between the bidder/proposer and MBE subcontractors and suppliers to be utilized in performance of the contract. A sample Letter of Agreement will be provided by Metro. The MBE Utilization forms shall be provided by Metro with bid/proposal documents.

(e) An apparent low bidder/proposer who states in its bid/proposal that good faith efforts at maximizing MBE opportunities were performed shall submit written evidence of such good faith efforts within two (2) working days of bid opening or proposal submission in accordance with Section 2.04.160. Metro reserves the right to determine the sufficiency of such efforts.

(f) Except as provided in paragraph (g) of this section, apparent low bidders or apparent successful proposers who state in their bids/proposals that they will show good faith efforts at maximizing MBE opportunities, but who fail to comply with paragraph (d) or (e) of this section, shall have their bids or proposals rejected and shall forfeit any required bid security or bid bond. In that event the next lowest bidder or, for personal services

contracts, the firm which scores second highest shall, within two (2) days of notice of such ineligibility of the low bidder, submit evidence of good faith efforts as provided above. This process shall be repeated until a bidder or proposer is determined to meet the provisions of this section or until Metro determines that the remaining bids are not acceptable because of amount of bid or otherwise.

(g) The Liaison Officer, at his/her discretion, may waive minor irregularities in a bidder's or proposer's compliance with the requirements of this section provided, however, that the bid or proposal substantially complies with public bidding requirements as required by applicable law. Any such waivers shall be in writing, and shall be kept in the appropriate files.

(Ordinance No. 83-165, Sec. 12; amended by Ordinance No. 86-197, Sec. 1; all previous Ordinances repealed by Ordinance No. 87-216, Sec. 1; amended by Ordinance No. 87-231, Sec. 1; all previous Ordinances repealed by Ordinance No. 92-466A, Sec. 2)

2.04.160 Definition and Determination of Good Faith Efforts:

(a) Good Faith Efforts by Metro: Metro, through its Liaison Officer, shall make good faith efforts to maximize MBE opportunities on locally-funded contracts to which good faith efforts requirements apply, including the following:

- (1) Identifying project elements for which a significant minority capability exists for execution and/or a significant interest by minority firms has been expressed and directing that contractors define economically feasible units as a part of their subcontracting plan which address these identified or targeted project elements;
- (2) Advertising in, at a minimum, one newspaper of general circulation, one minority-oriented publication, and one trade-oriented publication. The advertisement must announce subcontracting or material supply opportunities on the project at least ten (10) days before bids or proposals are due;
- (3) Providing written notice soliciting subbids/proposals to not less than a reasonable number of MBEs for each subcontracting or material supply work item selected pursuant to (1) above not less than ten (10) days before bids/proposals are due.

If there are less than three certified MBEs listed for that work or supply specialty then the solicitation must be mailed to at least the number of MBEs listed for that specialty. The solicitation shall include a description of the work for which

subcontract bids/proposals are requested and complete information on bid/proposal deadlines along with details regarding where project specifications may be reviewed.

- (4) Using the services of minority community organizations, including at least two minority contractor groups, local, state and federal minority business assistance offices or other organizations identified by the Executive Department that provide assistance in the recruitment and placement of MBEs; where applicable, advising and assisting MBEs in obtaining lines of credit or insurance required by Metro or the bidder/proposer; and, otherwise, making efforts to encourage participation by MBEs.

The Liaison Officer shall maintain adequate documentation of all of Metro's good faith efforts.

(b) Good Faith Efforts by Bidders/Proposers: Bidders or proposers on locally-funded contracts to which good faith efforts requirements apply shall demonstrate that they have made good faith efforts at maximizing MBE opportunities. Performing and documenting all of the following actions constitutes a rebuttable presumption that the bidder has made good faith efforts as required by Metro's MBE Program:

- (1) Identifying and incorporating in the subcontracting plan specific economically feasible units which may be performed by MBEs to increase the likelihood of participation of such enterprises;

Documentation Required: Identification of selected economically feasible units in subcontracting plan; inclusion of Metro targeted units mandatory.

- (2) Attendance at any pre-solicitation or prebid meetings that were scheduled by Metro to inform MBEs of contracting and subcontracting or material supply opportunities available on the project;

Documentation required: Signature of representative of bidder or proposer on prebid meeting attendance sheet.

- (3) Making, not later than five (5) days before bids/proposals are due, follow-up phone calls to all MBEs who attended any pre-solicitation or prebid meetings that were scheduled by Metro, to determine if they would be submitting bids and/or to encourage them to do so;

Minimum documentation required: Log showing a) dates and times of follow-up calls along with names

of individuals contacted and individuals placing the calls; and b) results attained from each MBE to whom a solicitation letter was sent (e.g., bid submitted, declined, no response). In instances where MBE bids were rejected, the dollar amount of the bid rejected from the MBE must be indicated along with the reason for rejection and the dollar amount of the bid which was accepted for that subcontract or material supply item.

- (4) Providing those MBEs expressing an interest with information about the plans, specifications and the requirements for the identified subcontracting or material supply work. This may be satisfied by a referral to a plan center.
- (5) Negotiating with interested, capable and competitive MBEs submitting bids and not rejecting any bids without justification. Bid shopping is prohibited.
- (6) If Metro or the bidder/proposer requires bonding, lines of credit or insurance, notifying the MBE of this requirement and referring them to a potential source where this requirement may be met.

(c) The good faith efforts documented by the bidder/proposer must be certified to be reasonably expected to produce participation in this project by capable and competitive MBEs.

(d) Bid invitations will contain a MBE Program Compliance form for recording and documenting the completion of the above-listed actions. Completion of the form and documentation of the above-listed actions, 1 through 6, is mandatory. Failure to complete and submit the form and/or any required documentation will result in the bid being rejected as nonresponsive. The Liaison Officer shall determine, if necessary, whether good faith efforts have been met pursuant to the criteria of the MBE Program by verifying the documentation of the lowest, responsible bidder.

(e) A bidder/proposer who contracts with Metro shall not discriminate against MBEs in the awarding of subcontracts. A contractor's good faith efforts at maximizing MBE opportunities must be reasonably expected by the contractor to produce participation by MBEs. Contractor shall certify as part of the bid documents accompanying the bid on a public contract that the contractor has not discriminated against MBEs in obtaining any required subcontracts and that the contractor reasonably expected the above-documented good faith efforts to result in participation by MBEs. Example of certifying statement: By signing this document bidder hereby certifies that bidder has not discriminated against MBEs in obtaining any subcontracts for this project, and that the documented good faith efforts of bidder/proposer at maximizing MBE opportunities were reasonably expected to result in

participation of MBEs in this project in compliance with Metro's MBE Program.

(f) Notwithstanding any other provision of this section, bidders and proposers on locally-funded contracts to which good faith efforts apply need not accept the bid of a MBE on any particular subcontract or material supply item if the bidder/proposer demonstrates that none of the MBEs submitting bids were the lowest, responsible, responsive and qualified bidders/proposers on that particular subcontract item and that the subcontract item was awarded to the lowest, responsible, responsive bidder/proposer.

(g) Metro reserves the right to require additional written documentation of good faith efforts and bidders and proposers shall comply with all such requirements by Metro. It shall be a rebuttable presumption that a bidder or proposer has made good faith efforts if the bidder has performed and submits written documentation of all of the above actions. It shall be a rebuttable presumption that the bidder has not made a good faith effort if the bidder has not performed or has not submitted documentation of all of the above actions.

(Ordinance No. 83-165, Sec. 13; amended by Ordinance No. 84-181, Sec. 6 and Ordinance No. 86-197, Sec. 1; all previous Ordinances repealed by Ordinance No. 87-216, Sec. 1; amended by Ordinance No. 87-231, Sec. 1; Ordinance No. 88-252, Sec. 1; all previous Ordinances repealed by Ordinance No. 92-466A, Sec. 2)

2.04.165 Replacement of MBE Subcontractors: Prime contractors shall not replace a MBE subcontractor with another subcontractor, either before contract award or during contract performance, without prior notice to Metro. Prime contractors who replace a MBE subcontractor shall make good faith efforts as described in the preceding section in selecting a replacement.

(Ordinance No. 83-165, Sec. 14; amended by Ordinance No. 86-197, Sec. 1; all previous Ordinances repealed by Ordinance No. 87-216, Sec. 1; amended by Ordinance No. 87-231, Sec. 1; all previous Ordinances repealed by Ordinance No. 92-466A, Sec. 2)

2.04.170 Monitoring, Records and Reports:

(a) Metro, through the Liaison Officer, shall develop and maintain a record keeping system to identify and assess MBE contract awards, and prime contractors' progress in demonstrating good faith efforts. Specifically, the following records will be maintained:

- (1) The name of the contractor;
- (2) Awards to MBEs by number, percentage and dollar amount;

- (3) A description of the types of contracts awarded to MBEs;
- (4) The extent to which good faith efforts were demonstrated and reasons therefor;
- (5) The extent to which annual contract goals were met or not and the reasons therefor; and
- (6) Any other information the Liaison Officer deems necessary.

(b) All MBE records will be separately maintained.

(c) The Liaison Officer shall prepare reports, at least semiannually, detailing performance of the MBE Program. The reports shall be forwarded to the Metro Council no later than January 1 and June 30 of each year, and shall include at least the following:

- (1) The number of contracts awarded;
- (2) Categories of contracts awarded;
- (3) Dollar value of contracts awarded;
- (4) Percentage of the dollar value of all contracts awarded to MBE firms in the reporting period;
- (5) Statistics, and narrative where appropriate, demonstrating the utilization of MBEs by department and contract category;
- (6) Statistics, and narrative where appropriate, demonstrating the extent to which annual contract goals have been met or not met;
- (7) Statistics, and narrative where appropriate, demonstrating the number and type of waivers granted;
- (8) Explanations of any investigative actions taken by any administrative agency touching on the implementation, monitoring and enforcement of the MBE Program;
- (9) Descriptions of any problems in the implementation reported by the department, including proposed solutions; and
- (10) Recommendations, as appropriate, regarding amendments to this MBE Program, including recommendations on changes needed to meet annual contract goals, if those goals have not been met.

(Ordinance No. 83-165, Sec. 15; amended by Ordinance No. 84-181, Sec. 7, and Ordinance No. 86-197, Sec. 1; all previous Ordinances repealed by Ordinance No. 87-216, Sec. 1; amended by Ordinance No. 87-231, Sec. 1; all previous Ordinances repealed by Ordinance No. 92-466A, Sec. 2)

2.04.180 Compliance:

(a) Metro shall reserve the right, at all times during the period of any contract, to monitor compliance with the terms of this chapter and the contract and with any representation made by a contractor prior to contract award pertaining to good faith efforts on MBE participation in the contract.

(b) The Liaison Officer may require, at any stage of contract completion, additional documented proof from the contractor of good faith efforts.

(Ordinance No. 83-165, Sec. 17; all previous Ordinances repealed by Ordinance No. 87-216, Sec. 1; amended by Ordinance No. 87-231, Sec. 1; all previous Ordinances repealed by Ordinance No. 92-466A, Sec. 2)

2.04.190 Severability and Intent:

(a) The provisions of the MBE Program shall be effective in all cases unless otherwise provided for by state or federal law. The provisions of the MBE Program are separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section or portion of the MBE Program or the invalidity of the application thereof to any person or circumstances shall not affect the validity of the remainder of the MBE Program, or the validity of its application to other persons or circumstances.

(b) The MBE Program is intended, and should be construed, as establishing and requiring the maximum efforts at assuring MBE participation in Metro contracting activities that is consistent with the United States and Oregon Constitutions and applicable federal and state law.

(Ordinance No. 92-466A, Sec. 2)

2.04.200 Women Business Enterprise Program (WBE Program) For Locally-Funded Contracts, Findings, Purpose and Authority:

(a) The Metro Council supports the aspirations of women to enter the mainstream of social, political and economic life.

(b) The Metro Council finds:

- (1) The opportunity for full participation in our free enterprise system by women is essential;
- (2) Greater economic opportunity for women is essen-

tial;

- (3) Review of Metro programs to remedy historical patterns of exclusion of and discrimination against women is needed;
- (4) Public policies and programs to eliminate the effects of long-term, open and pervasive exclusion of and discrimination against women from the business sector, including increased opportunities to integrate women into the full economic life of the community should be reviewed; and
- (5) In cooperation with the private sector, the affected populations, interested groups and appropriate governmental entities, a program of review should be established to recommend remedies for the unfortunate effects of social, political and economic inequity that still exist.

(c) It is the purpose of the WBE Program to establish and implement a program to encourage the utilization by Metro of women-owned businesses, to the greatest extent permitted by law, by creating for such businesses the maximum possible opportunity to compete for and participate in locally-funded Metro contracting activities. The WBE Program does not apply to federally-funded contracts, which are governed by Metro Code 2.04.300 et seq. The WBE Program shall be administered simultaneously and in addition to the provisions of Metro Code Sections 2.04.100-.190.

(d) Metro Code Sections 2.04.200-.290 shall be known and may be cited as the "Metro Women Business Enterprise Program," hereinafter referred to as the "WBE Program."

(Ordinance No. 92-466A, Sec. 2)

2.04.205 Policy Statement:

(a) Through this WBE Program, Metro:

- (1) Expresses its strong commitment to provide maximum opportunity to WBEs in contracting; and
- (2) Informs all employees, governmental agencies and the general public of its intent to implement this policy statement.

(b) It is the policy of Metro to provide equal opportunity to all persons to access and participate in the locally-funded projects, programs and services of Metro. Metro and Metro contractors shall not discriminate against any person or firm on the basis of race, color, national origin, sex, sexual orientation, age, religion, physical handicap, political affiliation or marital status.

(c) The policies, practices and procedures established by the WBE Program shall apply to all Metro departments, commissions and project areas except as expressly provided herein.

(d) The objectives of the WBE Program shall be:

- (1) To assure that provisions of the WBE Program are adhered to by all Metro departments, contractors and employees; and
- (2) To initiate and maintain efforts to increase, to the greatest extent permitted by law, program participation by women businesses.

(Ordinance No. 92-466A, Sec. 2)

2.04.210 Definitions: For purposes of Metro Code Sections 2.04.200-.290, the following definitions shall apply:

(a) "Capable" means a Women Business Enterprise registered with the Executive Department who upon request from the bidder can supply two favorable references of prior work of the type being subcontracted for.

(b) "Competitive" means the subcontract bid submitted by the Women Business Enterprise was within 10 percent of either the budgeted amount, subbid estimate, or the lowest bid received by the bidder. The bidder shall make either the budgeted amount or the subbid estimate available upon request. This term relates to price only and must not be interpreted to mean that a bid deemed competitive is therefore entitled to the subcontract award.

(c) "Construction Contract" means a contract for construction of buildings or other facilities, and includes reconstruction, remodeling and all activities which are appropriately associated with a construction project.

(d) "Contract" means a mutually binding legal relationship or any modification thereof obligating the seller to furnish supplies or services, including construction, and the buyer to pay for them. For purposes of the WBE Program a lease or a purchase order of \$500.00 or more is a contract.

(e) "Contractor" means the one who participates, through a contract or subcontract, in the WBE Program and includes lessees.

(f) "Documentation" means written materials purporting to establish the satisfaction of a good faith effort requirement that are capable of verification. These may include, but are not limited to, copies of business logs, correspondence or newspaper ads.

(g) "Economically Feasible Unit" means a unit of work identified in a project suitable for subcontracting in the normal

course of business. These would be units that a contractor would ordinarily identify as suitable for performance by a subcontractor. The intent here is to have identified units that would be attractive to a serious and qualified subcontractor and not be shunned by that subcontractor because the unit of work is too small to be profitable.

(h) "Executive Department" means the State of Oregon's Executive Department.

(i) "Interested" means a Women Business Enterprise that has expressed to Metro and/or the bidder an interest in learning more about the project identified in the initial solicitation by the bidder.

(j) "Joint Venture" is defined as an association of two or more businesses to carry out a single business enterprise for profit for which purpose they combine their property, capital, efforts, skills and knowledge. In a joint venture between a WBE and non-WBE, the WBE must be responsible for a clearly defined portion of the work to be performed and must share in the ownership, control, management responsibilities, risks and profits of the joint venture. A joint venture of a WBE and a non-WBE must receive Metro approval prior to contract award.

(k) "Justification" means a maintaining or showing of a sufficient reason why an action was taken and that the action was not taken for an impermissible reason. Permissible reasons include, but are not limited to, not meeting bid invitation specifications or not being the low bid. An impermissible reason would be one that is arbitrary or capricious or based on race, sex, national origin, marital status or religion.

(l) "Labor and Materials Contract" is a contract including a combination of service and provision of materials other than construction contracts. Examples may include plumbing repair, computer maintenance or electrical repair, etc.

(m) "Lessee" means a business or person that leases, or is negotiating to lease, property from Metro or an actual or potential Metro contractor on Metro's or the contractor's facility for the purpose of operating a transportation-related activity, or for the provision of goods or services to the facility or to the public at the facility.

(n) "Women Business Enterprise or WBE" means a small business concern which is certified as such by the Executive Department and:

- (1) Which is at least 51 percent owned by one or more women, or, in the case of any publicly-owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are

controlled by one or more of the women who own it.

(o) "Woman" or "Women" has the meaning established by ORS 200.005(7).

(p) "Negotiate" means to engage in good faith discussions with the potential subcontractors about their proposals/bids, and the work for which a bid is sought, including sharing with them any cost estimates from the request for proposals or invitation to bid documents, if available.

(q) "Personal Services Contract" means a contract for services of a personal or professional nature.

(r) "Procurement Contract" means a contract for the purchase or sale of supplies, materials, equipment, furnishings or other goods not associated with a construction or other contract.

(s) "Reasonable Number" means at least three (3) firms of those WBEs certified as such by the Executive Department, or a greater number of such firms, if so specified in any particular contract by the Liaison Officer. Consideration should be given to the specialty of subcontracting or materials supply desired as well as the location of the project and whether or not the subcontractor is willing to perform work out of their geographic area.

(t) "Rebuttable Presumption" means a presumption which may be rebutted, or disproved, by evidence.

(u) "Small Business Concern" means a small business as defined pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

(Ordinance No. 92-466A, Sec. 2)

2.04.215 Notice to Contractors and Subcontractors: Contractors of Metro accepting locally-funded contracts under the WBE Program shall be advised that failure to carry out the applicable provisions of the WBE Program shall constitute a breach of contract and, after notification by Metro, may result in termination or such other remedy as Metro deems appropriate.

(Ordinance No. 92-466A, Sec. 2)

2.04.220 Liaison Officer:

(a) The Executive Officer shall be responsible for administering the WBE Program. The Executive Officer may, by Executive Order, designate a Liaison Officer and, if necessary, other staff adequate to administer the WBE Program on the Executive's behalf. For purposes of Metro Code Sections 2.04.200-.290, all references to the "Liaison Officer" shall mean the Executive Officer, unless the Executive Officer has designated another individual as the "Liaison Officer," in which case the

individual so designated shall perform the functions required by the WBE Program.

(b) The Liaison Officer shall be responsible for developing, managing and implementing the WBE Program, and for disseminating information on available business opportunities so that WBEs are provided an equitable opportunity to bid on Metro contracts. In addition to the responsibilities of the Liaison Officer, all department heads and program managers shall have responsibility to assure implementation of the WBE Program.

(c) The Liaison Officer shall begin immediately to design a technical assistance and outreach program which shall be established by January 1, 1993. This program shall include at least the following elements:

- (1) A regularly-scheduled contractor orientation program to promote compliance with and understanding of the provisions of the WBE Program and Metro;
- (2) Feasible options for bonding, insurance, and banking assistance for WBEs;
- (3) A program designed to assist Metro departments in enhancing opportunities for WBEs;
- (4) A fully-developed and maintained resource list to include all available resources for WBEs; and
- (5) A system for agency-wide reporting of WBE outreach efforts and accomplishments.

(d) The Liaison Officer shall have the responsibility for monitoring implementation of the requirements of the WBE Program and shall have the power to request from Metro departments, bidders/proposers, and/or contractors any relevant records, information and documents.

(e) The Liaison Officer shall be responsible for gathering all information concerning compliance with this chapter and shall have access to all pertinent Metro records.

2.04.225 Directory: A directory of WBEs certified by the Executive Department shall be maintained by the Liaison Officer to facilitate identifying such businesses with capabilities relevant to general contracting requirements and particular solicitations. The directory shall be available to contract bidders and proposers in their efforts to meet the WBE Program requirements.

(Ordinance No. 92-466A, Sec. 2)

2.04.230 Women-Owned Banks: Metro will seek to identify women-owned banks and banks utilizing equal opportunity banking practices, including community reinvestment, and, to the greatest extent permitted by law, use their services. In addition, Metro will encourage prime contractors, subcontractors and consultants to utilize such services by sending them brochures and service information on such banks.

(Ordinance No. 92-466A, Sec. 2)

2.04.235 Affirmative Action and Equal Opportunity Procedures: Metro shall use affirmative action techniques to facilitate WBE participation in contracting activities. These techniques include:

- (a) Making affirmative efforts to solicit proposals from WBEs.
- (b) Examining alternatives for arranging contracts by size and type of work so as to enhance the possibility of participation by WBEs.
- (c) Arranging solicitations, time for the presentation of bids, quantities specifications, and delivery schedules so as to facilitate the participation of WBEs.
- (d) Referring WBEs in need of management assistance to established agencies that provide direct management assistance to such businesses.
- (e) Carrying out specific information and communications programs on contracting procedures and specific contracting opportunities in a timely manner, with such programs being bilingual, and in conformance with any requirements of the Americans with Disabilities Act, where appropriate.
- (f) Distribution of copies of the WBE Program to organizations and individuals concerned with WBE programs.
- (g) Periodic reviews with department heads to ensure that they are aware of the WBE Program goals and desired activities on their parts to facilitate the purposes of the WBE Program. Additionally, departmental efforts toward and success in meeting the purposes of the WBE Program shall be factors considered during annual performance evaluations of the department heads.
- (h) Monitoring and ensuring that WBE planning centers and likely WBE contractors are receiving requests for bids, proposals and quotes.
- (i) Distribution of lists to potential WBE contractors of the types of goods and services which Metro regularly purchases.

(j) Advising potential WBE vendors that Metro does not certify WBEs, and directing them to the Executive Department.

(k) Specifying purchases by generic title rather than specific brand name whenever feasible.

(l) Establishing an interdepartmental contract management committee which will meet regularly to monitor and discuss, among other issues, potential WBE participation in contracts. In an effort to become more knowledgeable regarding WBE resources, the committee shall also invite potential WBE contractors to attend selected meetings.

(m) Requiring that at least one WBE vendor or contractor be contacted for all contract awards which are not exempt from Metro's contract selection procedures and which are 1) for more than \$500 but not more than \$25,000 in the case of non-personal services contracts; and 2) for more than \$2,500 but not more than \$25,000 for personal services contracts. The Liaison Officer may waive this requirement if he/she determines that there are no WBEs on the certification list capable of providing the service or item. Any such waivers shall be in writing, and shall be kept in the appropriate files. For contracts over the dollar amounts indicated in this section, all WBEs known to Metro in the business of providing the service or item(s) required shall be mailed bid or proposal information.

(n) Requiring that all prospective bidders attend scheduled prebid conferences on all construction contracts with an estimated value of over \$50,000.

(o) The Executive Officer or his/her designee, may establish and implement additional affirmative action techniques which are consistent with the WBE Program and designed to facilitate participation of WBEs in Metro contracting activities.

(Ordinance No. 92-466A, Sec. 2)

2.04.240 Certification of Women Business Eligibility:

(a) To participate in the WBE Program, contractors, subcontractors and joint ventures must have been certified by the Executive Department as described in subsection (b) of this section.

(b) Metro will not perform certification or recertification of businesses or consider challenges to socially and economically disadvantaged status. Rather Metro will rely upon the Executive Department's list in determining whether a prospective contractor or subcontractor is certified as a WBE. A prospective contractor or subcontractor must be certified as a WBE by the Executive Department or appear on its certification list prior to the pertinent bid opening or proposal submission date to be considered by Metro to be an eligible WBE. Metro will adhere to any

applicable Recertification Rulings.

(c) Prospective contractors or subcontractors which have been denied certification by one of the above agencies may appeal such denial to the certifying agency pursuant to applicable law. However, such appeal shall not cause a delay in any contract award by Metro.

(Ordinance No. 92-466A, Sec. 2)

2.04.245 Annual Women Business Goals:

(a) The Metro Council shall, by resolution each June, establish annual WBE goals for the ensuing fiscal year. Such annual goals shall be established separately for construction contracts, labor and materials contracts, personal services contracts, and procurement contracts regardless of type.

(b) Annual goals will be established taking into consideration the following factors:

- (1) Projection of the number and types of contracts to be awarded by Metro;
- (2) Projection of the number, expertise and types of WBEs likely to be available to compete for the contracts;
- (3) Past results of Metro's efforts under the WBE Program; and
- (4) Existing goals of other Portland metropolitan area contracting agencies, and their experience in meeting these goals.

(c) Metro will publish notice regarding proposed contract goals not later than ten (10) days prior to adoption of the goals.

(Ordinance No. 92-466A, Sec. 2)

2.04.250 Good Faith Efforts at Maximizing WBE Opportunities

(a) Good faith efforts at maximizing WBE opportunities shall be required for construction contracts over \$50,000.

(b) At the discretion of the Liaison Officer, good faith efforts at maximizing WBE opportunities may be required for any other contract. This requirement shall be made in writing prior to the solicitation of bids for such contract.

(c) Where good faith efforts are required, the Liaison Officer shall direct the inclusion of a clause in any RFP or bid documents which requires that the prime contractor, prior to entering into any subcontracts, make good faith efforts at

maximizing WBE opportunities, as that term is defined in Section 2.04.160.

(Ordinance No. 92-466A, Sec. 2)

2.04.255 Contract Award Criteria:

(a) To be eligible for award of contracts subject to good faith efforts requirements, prime contractors must prove that they have made good faith efforts at maximizing WBE opportunities prior to the time bids are opened or proposal are due. Bidders/Proposers are required to utilize the most current list of WBEs certified by the Executive Department in all of the bidders'/proposers' good faith efforts solicitations. The address where certified lists may be obtained shall be included in all applicable bid/proposal documents.

(b) All invitations to bid or request for proposals on contracts for which good faith efforts requirements have been established shall require all bidders/proposers to submit with their bids and proposals a statement indicating that they have made good faith efforts as defined in Section 2.04.160. To document good faith efforts, all bidders and proposers shall complete and endorse a Women Business Program Compliance form and include said form with bid or proposal documents. The form shall be provided by Metro with bid/proposal solicitations.

(c) Agreements between a bidder/proposer and a WBE in which the WBE promises not to provide subcontracting quotations to other bidders/proposers are prohibited.

(d) Bidders/proposers shall, at the time of bid opening, (or proposal submission date when no public opening is had), submit to Metro detailed WBE Utilization forms listing names of WBEs who will be utilized and the nature and dollar amount of their participation. This form will be binding upon the bidder/proposer. Within five (5) working days of bid opening or proposal submission date, such bidders/proposers shall submit to Metro signed Letters of Agreement between the bidder/proposer and WBE subcontractors and suppliers to be utilized in performance of the contract. A sample Letter of Agreement will be provided by Metro. The WBE Utilization forms shall be provided by Metro with bid/proposal documents.

(e) An apparent low bidder/proposer who states in its bid/proposal that good faith efforts at maximizing WBE opportunities were performed shall submit written evidence of such good faith efforts within two (2) working days of bid opening or proposal submission in accordance with Section 2.04.160. Metro reserves the right to determine the sufficiency of such efforts.

(f) Except as provided in paragraph (g) of this section, apparent low bidders or apparent successful proposers who state in their bids/proposals that they will show good faith efforts at maximizing WBE opportunities, but who fail to comply with paragraph

(d) or (e) of this section, shall have their bids or proposals rejected and shall forfeit any required bid security or bid bond. In that event the next lowest bidder or, for personal services contracts, the firm which scores second highest shall, within two days of notice of such ineligibility of the low bidder, submit evidence of good faith efforts as provided above. This process shall be repeated until a bidder or proposer is determined to meet the provisions of this section or until Metro determines that the remaining bids are not acceptable because of amount of bid or otherwise.

(g) The Liaison Officer, at his/her discretion, may waive minor irregularities in a bidder's or proposer's compliance with the requirements of this section provided, however, that the bid or proposal substantially complies with public bidding requirements as required by applicable law. Any such waivers shall be in writing, and shall be kept in the appropriate files.

(Ordinance No. 92-466A, Sec. 2)

2.04.260 Definition and Determination of Good Faith Efforts:

(a) Good Faith Efforts by Metro: Metro, through its Liaison Officer, shall make good faith efforts to maximize WBE opportunities on locally-funded contracts to which good faith efforts requirements apply, including the following:

- (1) Identifying project elements for which a significant minority capability exists for execution and/or a significant interest by minority firms has been expressed and directing that contractors define economically feasible units as a part of their subcontracting plan which address these identified or targeted project elements;
- (2) Advertising in, at a minimum, one newspaper of general circulation, one minority-oriented publication, and one trade-oriented publication. The advertisement must announce subcontracting or material supply opportunities on the project at least ten (10) days before bids or proposals are due;
- (3) Providing written notice soliciting subbids/proposals to not less than a reasonable number of WBEs for each subcontracting or material supply work item selected pursuant to (1) above not less than ten (10) days before bids/proposals are due.

If there are less than three certified WBEs listed for that work or supply specialty then the solicitation must be mailed to at least the number of WBEs listed for that specialty. The solicitation shall include a description of the work for

which subcontract bids/proposals are requested and complete information on bid/proposal deadlines along with details regarding where project specifications may be reviewed.

- (4) Using the services of women community organizations, including women contractor groups, local, state and federal business assistance offices or other organizations identified by the Executive Department that provide assistance in the recruitment and placement of WBEs; where applicable, advising and assisting WBEs in obtaining lines of credit or insurance required by Metro or the bidder/proposer; and, otherwise, making efforts to encourage participation by WBEs.

The Liaison Officer shall maintain adequate documentation of all of Metro's good faith efforts.

(b) Good Faith Efforts by Bidders/Proposers: Bidders or proposers on locally-funded contracts to which good faith efforts requirements apply shall demonstrate that they have made good faith efforts at maximizing WBE opportunities. Performing and documenting all of the following actions constitutes a rebuttable presumption that the bidder has made good faith efforts as required by Metro's WBE Program:

- (1) Identifying and incorporating in the subcontracting plan specific economically feasible units which may be performed by WBEs to increase the likelihood of participation of such enterprises;

Documentation Required: Identification of selected economically feasible units in subcontracting plan; inclusion of Metro targeted units mandatory.

- (2) Attendance at any pre-solicitation or prebid meetings that were scheduled by Metro to inform WBEs of contracting and subcontracting or material supply opportunities available on the project;

Documentation required: Signature of representative of bidder or proposer on prebid meeting attendance sheet.

- (3) Making, not later than five (5) days before bids/proposals are due, follow-up phone calls to all WBEs who attended any pre-solicitation or prebid meetings that were scheduled by Metro, to determine if they would be submitting bids and/or to encourage them to do so;

Minimum documentation required: Log showing a) dates and times of follow-up calls along with names

of individuals contacted and individuals placing the calls; and b) results attained from each WBE to whom a solicitation letter was sent (e.g., bid submitted, declined, no response). In instances where WBE bids were rejected, the dollar amount of the bid rejected from the WBE must be indicated along with the reason for rejection and the dollar amount of the bid which was accepted for that subcontract or material supply item.

- (4) Providing those WBEs expressing an interest with information about the plans, specifications and the requirements for the identified subcontracting or material supply work. This may be satisfied by a referral to a plan center.
- (5) Negotiating with interested, capable and competitive WBEs submitting bids and not rejecting any bids without justification. Bid shopping is prohibited.
- (6) If Metro or the bidder/proposer requires bonding, lines of credit or insurance, notifying the WBE of this requirement and referring them to a potential source where this requirement may be met.

(c) The good faith efforts documented by the bidder/proposer must be certified to be reasonably expected to produce participation in this project by capable and competitive WBEs.

(d) Bid invitations will contain a WBE Program Compliance form for recording and documenting the completion of the above-listed actions. Completion of the form and documentation of the above-listed actions, 1 through 6, is mandatory. Failure to complete and submit the form and/or any required documentation will result in the bid being rejected as nonresponsive. The Liaison Officer shall determine, if necessary, whether good faith efforts have been met pursuant to the criteria of the WBE Program by verifying the documentation of the lowest, responsible bidder.

(e) A bidder/proposer who contracts with Metro shall not discriminate against WBEs in the awarding of subcontracts. A contractor's good faith efforts at maximizing WBE opportunities must be reasonably expected by the contractor to produce participation by WBEs. Contractor shall certify as part of the bid documents accompanying the bid on a public contract that the contractor has not discriminated against WBEs in obtaining any required subcontracts and that the contractor reasonably expected the above-documented good faith efforts to result in participation by WBEs. Example of certifying statement: By signing this document bidder hereby certifies that bidder has not discriminated against WBEs in obtaining any subcontracts for this project, and that the documented good faith efforts of bidder/proposer at maximizing WBE opportunities were reasonably expected to result in

participation of WBEs in this project in compliance with Metro's WBE Program.

(f) Notwithstanding any other provision of this section, bidders and proposers on locally-funded contracts to which good faith efforts apply need not accept the bid of a WBE on any particular subcontract or material supply item if the bidder/proposer demonstrates that none of the WBEs submitting bids were the lowest, responsible, responsive and qualified bidders/proposers on that particular subcontract item and that the subcontract item was awarded to the lowest, responsible, responsive bidder/proposer.

(g) Metro reserves the right to require additional written documentation of good faith efforts and bidders and proposers shall comply with all such requirements by Metro. It shall be a rebuttable presumption that a bidder or proposer has made good faith efforts if the bidder has performed and submits written documentation of all of the above actions. It shall be a rebuttable presumption that the bidder has not made a good faith effort if the bidder has not performed or has not submitted documentation of all of the above actions.

(Ordinance No. 92-466A, Sec. 2)

2.04.265 Replacement of WBE Subcontractors: Prime contractors shall not replace a WBE subcontractor with another subcontractor, either before contract award or during contract performance, without prior notice to Metro. Prime contractors who replace a WBE subcontractor shall make good faith efforts as described in the preceding section in selecting a replacement.

(Ordinance No. 92-466A, Sec. 2)

2.04.270 Monitoring, Records and Reports:

(a) Metro, through the Liaison Officer, shall develop and maintain a record keeping system to identify and assess WBE contract awards, and prime contractors' progress in demonstrating good faith efforts. Specifically, the following records will be maintained:

- (1) The name of the contractor;
- (2) Awards to WBEs by number, percentage and dollar amount;
- (3) A description of the types of contracts awarded to WBEs;
- (4) The extent to which good faith efforts were demonstrated and reasons therefor;
- (5) The extent to which annual contract goals were met

or not and the reasons therefor; and

(6) Any other information the Liaison Officer deems necessary.

(b) All WBE records will be separately maintained.

(c) The Liaison Officer shall prepare reports, at least semiannually, detailing performance of the WBE Program. The reports shall be forwarded to the Metro Council no later than January 31 and June 30 of each year, and shall include at least the following:

- (1) The number of contracts awarded;
- (2) Categories of contracts awarded;
- (3) Dollar value of contracts awarded;
- (4) Percentage of the dollar value of all contracts awarded to WBE firms in the reporting period;
- (5) Statistics, and narrative where appropriate, demonstrating the utilization of WBEs by department and contract category;
- (6) Statistics, and narrative where appropriate, demonstrating the extent to which annual contract goals have been met or not met;
- (7) Statistics, and narrative where appropriate, demonstrating the number and type of waivers granted;
- (8) Explanations of any investigative actions taken by any administrative agency touching on the implementation, monitoring and enforcement of the WBE Program;
- (9) Descriptions of any problems in the implementation reported by the department, including proposed solutions; and
- (10) Recommendations, as appropriate, regarding amendments to this WBE Program, including recommendations on changes needed to meet annual contract goals, if those goals have not been met.

(Ordinance No. 92-466A, Sec. 2)

2.04.280 Compliance:

(a) Metro shall reserve the right, at all times during the period of any contract, to monitor compliance with the terms of this chapter and the contract and with any representation made by

a contractor prior to contract award pertaining to good faith efforts on WBE participation in the contract.

(b) The Liaison Officer may require, at any stage of contract completion, additional documented proof from the contractor of good faith efforts.

(Ordinance No. 92-466A, Sec. 2)

2.04.290 Severability and Intent:

(a) The provisions of the WBE Program shall be effective in all cases unless otherwise provided for by state or federal law. The provisions of the WBE Program are separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section or portion of the WBE Program or the invalidity of the application thereof to any person or circumstances shall not affect the validity of the remainder of the WBE Program, or the validity of its application to other persons or circumstances.

(b) The WBE Program is intended, and should be construed, as establishing and requiring the maximum efforts at assuring WBE participation in Metro contracting activities that is consistent with the United States and Oregon Constitutions and applicable federal and state law.

(Ordinance No. 92-466A, Sec. 2)

SECTION 00850

DRAWING INDEX

PART 1 - GENERAL

1.1 C Cover

1.2 ARCHITECTURAL DRAWINGS

A1 Site Plan and Elevations

1.3 STRUCTURE VENDOR DRAWINGS

B1 Covered Picnic Structure

1.4 STRUCTURAL DRAWINGS

S1 Structural

SECTION 01010
SUMMARY OF WORK

PART 1 - GENERAL

1.1 DESCRIPTION:

A. Work Included:

1. Fabrication of a covered picnic structure for the Washington Park Zoo and including preparation of site to accept footing construction and structure erection, construction of footings, unloading and storage of structure delivered to the site, erection of covered picnic structure, painting of structure's factory primed components, hook-up of drainage system, coordination, and other associated work. The work consists of component A and B as follows:

COMPONENT A, (referred to elsewhere on the drawings and the specifications as work by Structure Manufacturer, Structure Vendor, Building Manufacturer): Fabrication of the covered picnic structure including any applicable alternates, coordination with work in Component B and the work of the Owner, and delivery of covered picnic structure to the site.

COMPONENT B, (referred to elsewhere on the drawings and the specifications as work by Contractor or General Contractor): Preparation of site to accept footing construction and structure erection, construction of footings, unloading and storage of structure delivered to the site, erection of covered picnic structure, painting of structure's factory primed components, hook-up of structure drainage system, fabrication and installation of a lightening arrest system, coordination with work in component A and the work of the Owner, and other associated work.

2. Refer to Section 00020 - Invitation to Bid for Component A and Component B Bidding procedures.

B. Definitions:

1. Approved: Approved in writing by Architect.
2. Selected: Selected by Architect.
3. Directed: Directed by Architect.
4. Indicated: Indicated by Contract Documents.
5. Required: Required by authorities having jurisdiction.
6. Necessary: Necessary to achieve the intended result.
7. Provide: Furnish and install.
8. Furnish: Pay for and deliver to location indicated.
9. Install: Remove from location indicated, install, connect and adjust.

1.2 QUALITY ASSURANCE:

A. Reference Standards:

1. Referenced standards are a part of these specifications. Comply with the standard in effect at time of proposal.

B. Regulatory Requirements:

1. Comply with the applicable requirements of regulatory agencies and their publications with amendments in effect at time of proposal. These include, but are not limited to the following:

- a. City of Portland.
- b. Multnomah County.
- c. State of Oregon.
- d. Metro Washington Park Zoo
- e. UBC, including seismic zone 3

C. Manufacturer's Instructions:

- 1. Comply with the applicable printed instructions of indicated manufacturers.

1.3 CONTRACTOR USE OF PREMISES:

A. Contractor shall limit his use of the premises for Work and for storage, to allow for:

- 1. Work by Owner.
- 2. Work by other Contractors.
- 3. Operation of the Zoo and the Zoo railroad.

B. Coordinate use of premises under direction of Owner and Architect.

1.4 OWNER-FURNISHED PRODUCTS (INDICATED O.F.C.I. OR BY STRUCTURE VENDOR OR BY BUILDING MANUFACTURER):

A. If Component A and Component B Bids are awarded to separate Bidders than the provisions in the following paragraph B and C apply to the Component B contractor.

B. The Owner will:

- 1. Provide necessary shop drawings, product data and samples to the Contractor.
- 2. Provide product at location indicated, in accordance with the construction schedule.
- 3. Deliver supplier's bill of materials to Contractor.
- 4. Inspect deliveries jointly with Contractor.
- 5. Submit claims for transportation damage.
- 6. Arrange for replacement of damaged, defective, or missing items.
- 7. Arrange for manufacturer's warranties, bonds, service, inspection, as required.

C. Contractor's Responsibilities:

- 1. Designate delivery date for each product in the Construction Schedule.
- 2. Review shop drawings, product data, and samples. Submit to Architect with notification of any discrepancies.
- 3. Take delivery at location indicated.
- 4. Inspect products jointly with Owner, record shortages, damaged or defective items.
- 5. Handle products at the site, including uncrating and storage.
- 6. Protect products from exposure to elements, from damage.
- 7. Assemble, install, connect, adjust and finish Products, as necessary.

1.5 SEPARATE CONTRACTS (INDICATED O.F.O.I. OR BY OWNER):

A. Owner will employ separate contractors for indicated work.

B. Contractor's Responsibilities:

- 1. Designate construction dates for each system in the Construction Schedule.
- 2. Review shop drawings, product data, and samples. Submit to Architect with notification of any questions.

1.6 SCHEDULE AND COMPLETION:

1. The Contractor shall commence work required by this Contract as follows:
 - a. Component A: August 17, 1995
 - b. Component B: August 17, 1995---preparatory work
 - c. Component B Contractor may commence preparatory work on August 17. Preparatory work does not include excavation and footing construction.
 - d. Component B: September 5, 1995---work at the site
 - e. Deliver covered picnic structure at the site no later than October 13, 1995
2. The Contractor shall complete all work required by this Contract as follows:
 - a. Substantial Completion: October 27, 1995
 - b. Final Completion: October 31, 1995
3. The above dates are preliminary and may be negotiated with the owner.
4. The owner may reserve the right to proceed with the above dates without changes.

END OF SECTION

SECTION 01040

COORDINATION

PART 1 - GENERAL

1.1 DESCRIPTION:

- A. The Contractor is responsible for overall coordination of the Project.
- B. Cooperation among the various crafts, subcontracts and separate contracts is absolutely necessary for the proper execution of the Work.
- C. The Drawings and Specifications are arranged for convenience only and do not necessarily determine which trades perform the various portions of the Work.

1.2 PROJECT COORDINATION:

- A. Coordinate the Work of all subcontractors involved in the Project and make certain that, where the Work of one trade is dependent upon the Work of another trade, the Work first installed is properly placed, installed, aligned and finished as specified or required to properly receive subsequent materials applied or attached thereto.
- B. Direct subcontractors to correct defects in substrates they installed when subcontractors of subsequent materials have a reasonable and justifiable objection to substrate surfaces.
- C. Do not force subcontractors to apply or install products to improperly cured, placed or improperly finished substrates that would result in an unsatisfactory or unacceptable finished product.
- D. Do all necessary Work to receive or join with Work of all trades.
- E. Contractor to coordinate work with the work of the owner and the structure vendor and all other applicable regulatory agencies.

1.4 CLEARANCES:

- A. Provide adequate clearance between Architectural, Structural, Mechanical and Electrical Systems. Verify physical dimensions of equipment and covered picnic canopy structure with its available space. Verify access routes through concealed spaces.
- B. Review design drawings for possible conflicts prior to rough-in. Contractor is responsible for verification that equipment and covered picnic canopy structure will fit in the space provided. Resolve conflicts with Architect prior to rough-in work.

END OF SECTION

SECTION 01050
FIELD ENGINEERING

PART 1 - GENERAL

1.1 DESCRIPTION:

- A. Work Included: Provide field engineering services required for the Project, as follows:
 - 1. Survey work required in execution of the Project.
 - 2. Professional engineering services required by public authorities having jurisdiction.

1.2 QUALITY ASSURANCE:

- A. Surveyor: Land surveyor acceptable to the Owner.
- B. Professional Engineers: Registered in the discipline required for the service as indicated. Acceptable to the Owner, licensed in the state in which the project is located.

1.3 SUBMITTALS:

- A. Submit name and address of Surveyors and/or professional engineers.
- B. Before completion, submit certification that elevations and locations of improvements are in conformance with Contract Documents.

PART 3 - EXECUTION

3.1 SURVEYING:

- A. Locate and protect control points prior to starting work, and maintain during construction.
- B. Establish necessary permanent bench marks on the site. Record locations, with horizontal and vertical data, on Project Record Documents.
- C. Establish lines and levels, locate and lay out, by instrumentation and similar appropriate means:
 - 1. Site improvements.
 - a. Stakes for excavation, grading and fill placement.
 - b. Utility slopes and invert elevations.
 - 2. Structure foundation levels, and top of existing building levels.
 - 3. Controlling lines and levels required for structure erection and drainage systems installation.
 - 4. Structure column spacing with respect to existing building door openings and columns.
- D. From time to time, verify layouts by the same methods.
- E. Maintain a complete, accurate log of all control and survey work as it progresses.

END OF SECTION

SECTION 01051
SOIL INVESTIGATION

PART I - GENERAL

1.1 DESCRIPTION:

- A. Work Included: Provide soil testing services required for the Project, as follows:
1. Soil analysis to determine and verify assumed footing design soil bearing pressure.
 2. Soil analysis to provide methodology to ensure safe excavation of soil near the existing building footings.
 3. Test results to be also used as the basis of design for shoring and bracing.

1.2 QUALITY ASSURANCE:

- A. Owner will appoint, employ, and pay for services of an independent firm to perform soil investigation services.
- B. Contractor to cooperate with independent firm and comply with the requirements of section 01400 Quality Assurance.

1.3 SUBMITTALS:

- A. Verification of suitability of each footing subgrade material, in accordance with specified requirements.
- B. Field reports; in-place soil density tests.
- C. One optimum moisture-maximum density curve for each type of soil encountered.
- D. Report of actual unconfined compressive strength and/or results of bearing tests of each strata tested.
- E. Summary report and shoring and bracing recommendations.

END OF SECTION

SECTION 01070

ABBREVIATIONS AND SYMBOLS

PART 1 - GENERAL

1.1 ORGANIZATIONS:

AA	Aluminum Association
AAMA	Architectural Aluminum Manufacturer's Association
AASHTO	American Association of State Highway & Transportation official
AAN	American Association of Nurserymen
ACI	American Concrete Institute
AGC	Associated General Contractors
AHA	American Hardboard Association
AHDGA	American Hot Dip Galvanizers Association
AI	Asphalt Institute.
AIA	American Institute of Architects
AISC	American Institute of Steel Construction
AISI	American Iron & Steel Institute
AITC	American Institute of Timber Construction
AMA	Acoustical Materials Association
ANSI	American National Standards Institute
APA	American Plywood Association
ASHRAE	American Society of Heating, Refrigerating & Air Conditioning Engineers
ASTM	American Society for Testing and Materials
ASSE	American Society of Sanitary Engineers
AWI	Architectural Woodwork Institute
AWPA	American Wood Preservers Association
AWPB	American Wood Preservers Bureau
AWPI	American Wood Preservers Institute
AWS	American Welding Society
AWWA	American Water Works Association
BHMA	Builders Hardware Manufacturers Association
BIA	Brick Institute of America
CLFMI	Chain Link Fence Manufacturers Institute
CRSI	Concrete Reinforcing Steel Institute
CS	Commercial Standard
CSI	Construction Specifications Institute
FGMA	Flat Glass Marketing Association
FS	Federal Specifications
GA	Gypsum Association
HMI	Hoist Manufacturer's Institute
IAPMO	International Association of Plumbing & Mechanical Officials
ICBO	International Conference of Building Officials
MLA	Metal Lath Association
MSS	Manufacturer's Standardization Society of the Valve & Fittings Industry
NAAMM	National Association of Architectural Metal Manufacturers

NBS	National Bureau of Standards
NCMA	National Concrete Masonry Association.
NEC	National Electrical Code
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
NFPA	National Forest Products Association
NHLA	National Hardwood Lumber Association
NRMCA	National Ready Mixed Concrete Association
NPA	National Particleboard Association
NSF	National Sanitation Foundation
NWMA	National Woodwork Manufacturers Association
ORS	Oregon Revised Statutes
OSHD	Oregon State Highway Division
OSHA	Occupational Safety & Health Administration
PCA	Portland Cement Association
PCI	Prestressed Concrete Institute
PCA	Painting & Decorating Contractors of America
PDI	Plumbing & Drainage Institute
PS	Product Standard
SDI	Steel Door Institute
SDI	Steel Deck Institute
SIGMA	Sealed Insulating Glass Manufacturers Association
SJI	Steel Joist Institute
SMACNA	Sheet Metal & Air Conditioning Contractor's National Association
SSPC	Steel Structure Painting Council
TCA	Tile Council of America
UBC	Uniform Building Code
UL	Underwriters Laboratories
UFP	Uniform Fire Code
UMC	Uniform Mechanical Code
UPC	Uniform Plumbing Code
WCLIB	West Coast Lumber Inspection Bureau
WRI	Wire Reinforcement Institute
WWPA	Woven Wire Products Association
WWPA	Western Wood Products Association

END OF SECTION

SECTION 01100

ALTERNATES

PART 1 - GENERAL

1.1 DESCRIPTION:

- A. The following Alternate Bids are each identified by number and each Alternate is made part of the Work by specific provision in the Owner-Contractor Agreement.

1.2 REFERENCED SECTIONS:

- A. Specification Sections contain pertinent requirements for materials and installation to achieve the work described by each Alternate.

1.3 COORDINATION:

- A. Coordinate related work and modify surrounding work as required to integrate the Work of each Alternate, and to provide complete construction required by Contract Documents.

1.4 ALTERNATE NO. 1: SELF FLASHING ACRYLIC SKYLIGHT SYSTEM ----- ADJUSTMENT

- A. Work Added: Instead of the HR 36 panel skylight system provide and install a self flashing acrylic rectangular low profile dome skylight system.
- B. References: Specification Section 00500 - Bid Forms, 01300 - Submittals, 13125 - Pre-Engineered Canopy, Drawings.

END OF SECTION

SECTION 01200
PROJECT MEETINGS

PART 3 - EXECUTION

3.1 PROJECT MEETINGS:

- A. Schedule meeting and confirm dates with parties involved.
- B. Make physical arrangements for meetings.
- C. Architect will record minutes and distribute copies to participants.

3.2 PRE-CONSTRUCTION MEETINGS:

- A. Schedule within 5 days after notice to proceed.
- B. Attendance: Owner's representative, Architect, Architect's consultants, Contractor, testing laboratory representative and major subcontractors.
- C. Minimum Agenda:
 - 1. Distribute and discuss list of subcontractors and tentative construction schedule.
 - 2. Processing of field decisions and change orders.
 - 3. Procedures for maintaining Record Documents.
 - 4. Use of premises, including site, existing building, storage areas and security.
 - 5. Deliveries, safety, parking, housekeeping and first aid procedures.

3.3 PROGRESS MEETINGS:

- A. Frequency: Regular weekly meetings until substantial completion. Additional meetings as required.
- B. Attendance: Architect, Owner's representative, Contractor, subcontractors and consultants affected by agenda.
- C. Minimum Agenda:
 - 1. Review minutes from previous meeting.
 - 2. Review progress since previous meeting.
 - 3. Discuss field observation, problems and bulletins.
 - 4. Review delivery schedules, construction schedule, and identify problems which impede scheduled progress.
 - 5. Review proposed changes.

END OF SECTION

SECTION 01300

SUBMITTALS

PART I - GENERAL

1.1 DESCRIPTION:

- A. Work Included: Submit construction schedule, shop drawings, product data, samples, schedule of values as indicated.

1.2 SUBMITTALS:

A. Construction Schedule:

1. Content: Indicate construction period for major systems. Show dates for excavation completion, foundation completion, completion of structure erection, substantial completion and final completion.
2. Weekly Updating: Indicate progress of each activity, revise completion dates. Provide listing of current and anticipated accelerations and delays. Describe proposed corrective action. Submit an updated progress schedule with each payment request.

B. Shop Drawings:

1. Submit shop drawings for review before fabrication.
2. Indicate construction, fabrication, profiles, size, thickness, joints, welds, fastenings, dimensions, details, field measurements, required blocking or backing, reinforcing, anchorage, structural supports, calculations, openings, accessories, finishes.
3. Coordinate with submittals of related work.

C. Product Data: Submit manufacturer's catalog sheets and other descriptive data as necessary to indicate compliance with the contract documents.

D. Office Samples: Submit office samples as indicated to illustrate functional and visual characteristics of product; and to indicate compliance with the contract documents.

E. Job Mock-Ups: Construct each sample complete, including work of all trades required in finished work. After approval, where appropriate, field samples may be incorporated into the Project. Remove rejected samples from the site. Remove samples not incorporated into the project.

F. Schedule of Values: Unless otherwise indicated, show amount of contract sum allocated for, each section of project manual.

G. Submittal Schedule:

1. Submit Component A construction schedule, shop drawings, and product data no later than 10 calendar days after commencement of work.
2. Submit Component A samples no later than 10 calendar days after commencement of work.
3. All other submittals as required to complete the work in a timely manner.

PART 3 - EXECUTION

3.1 SUBMITTALS FORMAT:

- A. Construction Schedule, Shop Drawings, Product Data and Schedule of Values.
 1. 8-1/2" x 11" size: Submit eight opaque prints.

- 2. Larger than 8-1/2" x 11": Submit three opaque prints and one reproducible transparency. (Package in rigid tube, rolled not folded.)
- B. Office Samples: Unless otherwise indicated, submit three copies of each item.
- C. Accompany submittals with transmittal letter, containing date, project title and number, Contractor's name and address, notification of deviations from Contract Documents, revision dates, project title and names of the Architect, Contractor, Subcontractor, Supplier, Manufacturer and Detailer.
- D. Identify product relationship to adjacent systems, field dimensions, Specification section number, and cross reference shop drawings to Contract Document drawings with both detail number and sheet number.
- E. Include all applicable standards, such as ASTM number or Federal Specification. Stamp and initial or sign, certifying review of submittal, verification of field measurements and compliance with Contract Documents.

3.2 SUBMITTAL FILE:

- A. Maintain, at the job site, a complete and current file of reviewed submittals.

END OF SECTION

SECTION 01400
QUALITY ASSURANCE

PART I GENERAL

1.01 SECTION INCLUDES

- A. Quality assurance and control of installation.
- B. References.
- C. Field samples.
- D. Inspection and testing laboratory services.

1.02 QUALITY ASSURANCE/CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply fully with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.
- D. Comply with specified standards as a minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Perform work by persons qualified to produce workmanship of specified quality.
- F. Secure Products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion or disfigurement.

1.03 REFERENCES

- A. Conform to reference standard by date of issue current on date of Contract Documents.
- B. Should specified reference standards conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.
- C. The contractual relationship of the parties to the Contract shall not be altered from the Contract Documents by mention or inference otherwise in any reference document.

1.04 FIELD SAMPLES

- A. Install field samples at the site as required by individual specifications Sections for review.
- B. Acceptable samples represent a quality level for the Work.
- C. Where field sample is specified in individual Sections to be removed, clear area after field sample has been accepted by Architect/Engineer.

1.05 INSPECTION AND TESTING LABORATORY SERVICES

- A. Owner will appoint, employ, and pay for services of an independent firm to perform inspection, testing, and soil investigation.
- B. The independent firm will perform inspections, tests, and other services specified in individual specification Sections and as on the drawings and as required by the Architect/Engineer.

- C. Reports will be submitted by the independent firm to the Architect/Engineer, in triplicate, indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents.
- D. Cooperate with independent firm; furnish samples of materials, design mix, equipment, tools, storage and assistance as requested.
 - 1. Notify Architect/Engineer and independent firm 24 hours prior to expected time for operations requiring services unless noted otherwise.
 - 2. Make arrangements with independent firm and pay for additional samples and tests required for Contractor's use.
- E. Retesting required because of non-conformance to specified requirements shall be performed by the same independent firm on instructions by the Architect/Engineer. Payment for retesting will be charged to the Contractor by deducting inspection or testing charges from the Contract Sum/Price.

1.6 SPECIAL REQUIREMENTS:

- A. Certification:
 - 1. Component A shop drawings and calculations must bear the current and valid stamp and signature of a structural engineer registered in the state of Oregon to practice structural engineering.
 - 2. At a minimum Component A shop drawings must include calculations for all structural primary, secondary, spanning, and sheathing frame and nonframe members and all other members and components including members required to support all component systems.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01410

TESTING LABORATORY SERVICES

PART I - GENERAL

1.1 DESCRIPTION:

- A. Work Included: Provide services of independent testing laboratories to perform inspection, sampling and testing as required by public authorities having jurisdiction.

1.2 SUBMITTALS:

- A. Distribute copies of required inspection and testing reports to the Owner, Architect and appropriate subcontractor, as well as public authority having jurisdiction.

1.3 QUALITY ASSURANCE

- A. Owner will appoint, employ, and pay for services of an independent firm to perform inspection, sampling, and testing, as required by public authorities having jurisdiction.
- B. Contractor to cooperate with independent firm and comply with the requirements of section 01400 Quality Assurance.

PART 3 - EXECUTION

3.1 CONTRACTOR'S RESPONSIBILITIES:

- A. Cooperate with laboratory personnel, provide access to work and furnish casual labor and facilities for laboratory work.

3.2 EVALUATION OF TESTS AND INSPECTIONS:

- A. Results of laboratory and/or field control tests and inspections shall be used as basis upon which satisfactory completion of work shall be judged.
- B. If results of tests and inspections indicate work is below requirements of Contract Documents, that portion of work is subject to condemnation.

3.3 ADJUSTMENTS:

- A. Remove and replace work so condemned at Contractor's expense, including costs of subsequent tests and inspections until work meets requirements of Contract Documents.

END OF SECTION

SECTION 01500

CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART I - GENERAL

1.1 GENERAL:

- A. Arrange for and provide temporary facilities and controls as required for the proper and expeditious prosecution of the work. Owner will furnish temporary utilities to the capacity of existing services.
- B. Make all temporary connections to utilities and services in locations acceptable to the Owner; maintain such connections; remove the temporary installation and connections when no longer required; restore the services and sources of supply to proper operating condition.
- C. Government Requirements: Comply with building codes, ordinances and regulations of public authorities.

1.2 TEMPORARY POWER:

- A. Provide power to all areas of site for temporary lighting, temporary heating and ventilating, temporary communications systems, construction equipment and testing equipment. Contractor may use existing power system after obtaining written approval from the owner and assuming full responsibility for the entire power system; operation, maintenance and restoration of the system.

1.3 TEMPORARY LIGHTING:

- A. Provide temporary lighting throughout construction period as required. Maintain minimum 5 foot candles in all spaces where people travel, minimum 30 foot candles in all areas of construction activity, minimum 50 foot candles in all areas where finish work is being performed; and minimum 1 foot candle around exterior perimeter of structure. Maintain specified light levels measured three feet above the ground.
- B. Provide illumination equivalent to permanent lighting system for indicated job mock-up reviews.
- C. The existing lighting system or a suitable portion thereof may be used provided the Contractor obtains the approval of the Owner; assumes full responsibility for the entire power and lighting system; operation, maintenance and restoration of the system.
- D. Before completion, all temporary electrical equipment and wiring shall be removed and all worn or damaged parts of the permanent system shall be replaced and equipment placed in condition equal to new.

1.4 COMMUNICATIONS SYSTEMS:

- A. Contractor may use an existing designated telephone system after obtaining written approval from the owner and assuming full responsibility for the telephone system; operation, maintenance and restoration of the system. Contractor to provide cordless mobile phone worn by superintendent during all working hours. Toll call paid by party making call.

1.5 TEMPORARY HEAT AND VENTILATION:

- A. Provide temporary heat as required to protect the work from freezing or frost damage and as necessary to ensure suitable conditions for construction operations. Ensure temperature not allowed to reach a level which will cause damage to work which may be subject to damage by low temperature.
- B. Temporary heating may be by smokeless portable unit heaters of type listed by Underwriter's Laboratories, or approved by Factory Mutual and the Fire Marshal and if approved by the Owner.
- C. Provide adequate ventilation as required to insure suitable working conditions, and to prevent accumulation of excess moisture or to prevent excess thermal movement in the structure.
- D. Before completion, temporary heating equipment and piping shall be removed and all worn or damaged parts of the permanent system shall be replaced and equipment placed in condition equal to new.
- E. Minimum Ventilation: Provide local exhaust ventilation prevent harmful dispersal of hazardous substances into atmosphere at all times. Provide ventilation for materials being cured.

1.6 TEMPORARY WATER:

- A. Provide potable water service standpipe inside Project area with one 3/4 inch diameter hose bib at 20 psi minimum discharge pressure. The existing water service may be used provided the Contractor obtains the approval of the Owner; assumes full responsibility for the entire system; operation, maintenance and restoration of the system.

1.7 SANITARY FACILITIES:

- A. The existing sanitary service may be used provided the Contractor obtains the approval of the Owner; assumes full responsibility for the entire system; maintenance and restoration of the system.

1.8 SECURITY:

- A. Comply with the security policies and regulations of the Metro Washington Park Zoo.

1.9 FIRST AID:

- A. Provide required first aid facilities.

1.10 FIRE PROTECTION:

- A. Fire Safety: Take all precautions to prevent the possibility of fire resulting from construction operations. Avoid hazardous accumulations of rubbish and flammable materials.
- B. Fire Fighting Equipment: Provide fire extinguishers of adequate type and quantity, properly maintained. Obtain local Fire Department approval.

1.11 TEMPORARY FENCE:

- A. Provide and maintain an owner approved temporary fence to enclose the job site designated area.

1.12 CONSTRUCTION AIDS AND BARRIERS:

- A. Provide scaffolding, ramps, ladders, stairs, guardrails, chutes and material hoists. Construct and maintain to requirements of governing agencies. Furnish for safety of public and construction personnel.
- B. Provide barriers to protect materials, equipment, new work, construction personnel and public.
- C. Barricades: Barricade open excavations and provide warning lights from dusk to dawn each day.

1.13 ACCESS, PARKING, AND TRAFFIC:

- A. Parking is available at the Zoo main parking area. Comply with Metro Washington Park Zoo parking regulations.
- B. Provide barriers, warning signs, flagmen or other traffic regulators which may become necessary for protection of public, construction personnel, or property.

1.14 FIELD OFFICE:

- A. Temporary use by the Contractor of designated existing building facilities for a construction field office is permitted only with the written approval of the Owner. Restore, without additional cost to the Owner, damage resulting from such use.
 - 1. Lighting: 50 foot candles at desks.
- B. Emergency first aid facilities.
- C. ABC type portable fire extinguisher.

1.15 TEMPORARY STORAGE AND PROTECTION:

- A. Provide suitable temporary weather tight storage facilities as may be required for materials. Include necessary ventilation, heating, protection.
- B. Storage space is limited to the areas within the contract limit lines. Any additional off-site space required is the responsibility of the Contractor.
- C. Allocate the available storage areas and coordinate their use.
- D. Storage at Zoo locations other than the construction site may be permitted upon the written approval of the Owner and per Zoo regulations.

1.16 MOISTURE CONTROL:

- A. Provide pumping, trenching, damming and under draining necessary to keep site free from water during construction. Dispose of water in manner acceptable to local regulations and the Owner.
- B. Remove snow and ice as necessary for the protection and prosecution of the work.

1.17 SPECIAL CONTROLS:

- A. Waste Material: Dispose of surplus material, rubbish and debris daily and as work progresses. Do not allow accumulation of unusable material at job site. Comply with local ordinances. Do not dispose of volatile wastes on site.
- B. Dust: Exercise reasonable means, as directed, to abate undue dust.
- C. Noise: Exercise reasonable care, as directed, to prevent unnecessary noise, and to maintain noise at a minimum level.

- D. Protection: Protect existing structures, pavements, utilities to remain. Provide cribbing, bulkhead's, shores, piling as necessary to support existing building. Maintain support in position. Remove supports when no longer necessary.
- E. Bracing: Brace, shore new structure and existing building as necessary to prevent displacement or damage during construction and curing. Remove shores and braces when permanent supports are in place and have attained their strength.
- F. Utility Services: In the event of interruption to utility services as a result of work under this contract, promptly notify the proper authorities. Cooperate with said authorities in restoration of, service and pay all costs thereof.
- G. Tree and Plant Protection: Provide protection of trees, plantings and landscaping against damage by work under this contract. Locate barricades beyond drip lines. Protect roots, trunk, and foliage of plants. Avoid using trees as support or anchorage, poisoning growth by disposing of deleterious materials on or around roots, and excessive compaction of root areas.

1.18 RESTORATION OF EXISTING IMPROVEMENTS:

- A. Unless indicated otherwise, repair or replace curbs, sidewalks, driveways, utilities, street surfaces and structures damaged by work under this contract. Match existing adjacent construction. Remove spillage resulting from work under this contract.

1.19 FACILITY REMOVAL:

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

1.20 ZOO OPERATION

- A. Contractor to perform work and schedule the work to ensure the daily operation of the Zoo and all individual systems of the Zoo including but not limited to the Zoo railroad.
- B. Contractor to clean-up the work area on a daily basis.
- C. Contractor to take required steps in the performance of the work to comply with the special sensitivity of Zoo animals to noise, fumes, and other job site conditions.

END OF SECTION

SECTION 01600

MATERIAL AND EQUIPMENT

PART 1 - GENERAL

1.1 MANUFACTURER'S INSTRUCTIONS:

- A. Perform work in accord with manufacturer's printed Installation Instructions, obtain and distribute copies of such instructions to parties involved in the installation, including two copies to Architect.
- B. Maintain one set of complete instructions at the job site during installation and until completion.
- C. Store, protect, assemble, handle, install, connect, clean, condition and adjust products in strict accord with manufacturer's instructions and in conformity with specified requirements.
 - 1. Should Job conditions or specified requirements conflict with manufacturer's instructions, consult with Architect for further instructions.
 - 2. Do not proceed with work without clear instructions.
 - 3. Do not omit any preparatory step or installation procedure unless specifically modified or exempted by Contract Documents.

1.2 TRANSPORTATION AND HANDLING:

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

1.3 STORAGE AND PROTECTION:

- A. Store products in accord with manufacturer's instructions, with seals and labels intact and legible.
 - 1. Store products subject to damage by the elements in weather tight enclosures.
 - 2. Maintain temperature and humidity within the ranges required by manufacturer's Instructions.
 - 3. Protect products from moisture, chemical or mechanical damage before and after installation.
- B. Arrange storage in a manner to provide easy access for inspection. Make periodic inspections of stored products to assure that products are maintained under specified conditions, and free from damage or deterioration.
- C. Protection After Installation:
 - 1. Provide substantial coverings as necessary to protect installed products from damage from traffic and subsequent construction operations.
 - 2. Plug or cap pipe and conduit openings to prevent the entrance of foreign matter.
 - 3. Remove when no longer needed.

1.4 PRODUCT OPTIONS:

- A. For products specified only by reference standard, select any product meeting that standard.
- B. For products specified by naming several products or manufacturers, select any one of the products or manufacturers named, which complies with the specifications.
- C. For products specified by naming one or more products or manufacturers and "or approved", Contractor must submit a request for substitutions for any product or manufacturer not specifically names.
- D. For products specified by naming only one product and manufacturer, there is no option.

1.5 SUBSTITUTION PROCEDURES:

- A. The materials, products and equipment described in the Documents establish a standard of required function, dimension, appearance and quality to be met by any substitution required. Each such request shall include complete description of the proposed substitution including drawings, cuts, performance and test data and any other information necessary for an evaluation. Any changes in other work that incorporation of the substitute would require shall be included. The Architect's decision of approval or disapproval of a proposed substitution shall be final.
- B. Format: Substitution request will be considered only if they are prepared on a copy of the Portland Chapter Construction Specifications Institute "Substitution Request Form" at the end of this Section. Additional copies may be obtained from the Institute.
- C. Supporting Data: Submit a separate request for each product, supported with complete date, drawings and samples as appropriate.
- D. Engineering Requests: Structural requests may be sent directly to respective consulting engineers with copy to Architect.

1.6 PRE-BID REQUESTS:

- A. Time Limitation: To obtain acceptance of unspecified products, bidders shall submit requests at least five (5) calendar days prior to opening of proposals.
- B. Acceptance: If the bidder complies with the requirements of this and in the Architect's opinion, the proposed product is acceptable in lieu of the one or more specified, the Architect will include it in an addendum which will be issued to all bidders.

1.7 REQUESTS AFTER AWARD OF CONTRACT:

- A. Consideration: Requests for substitution of specified products after the construction contract is signed will be considered only for the following reasons:
 - 1. Owner's or Architect's request.
 - 2. Reduction in contract time or contract sum.
 - 3. Specified product is not available from any source.
 - 4. Specified product would cause significant delay in contract time.

END OF SECTION

SUBSTITUTION REQUEST FORM

The Construction
Specifications Institute
Portland Chapter

TO: _____

PROJECT: _____

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

SECTION	PARAGRAPH	SPECIFIED ITEM

Proposed Substitution: _____

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

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

Fill In Blanks Below:

A. Does the substitution affect dimensions shown on Drawings?

B. Will the undersigned pay for changes to the building design, including engineering and detailing costs caused by the requested substitution?

C. What affect does substitution have on other trades? _____

D. Differences between proposed substitution and specified item? _____

E. Manufacturer's guarantees of the proposed and specified items are:

Same

Different (explain on attachment)

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

Submitted By:

Signature _____

Firm _____

Address _____

Date _____

Telephone _____

For Use by Design Consultant:

Accepted Accepted as Noted

Not Accepted Received Too Late

By _____

Date _____

Remarks _____

SECTION 01610
CUTTING AND PATCHING

PART I - GENERAL

1.1 DESCRIPTION:

- A. Work Included: Perform all cutting, fitting, and patching, including attendant excavation and backfill required to complete work or to:
1. Make work fit properly together.
 2. Uncover work for installation of ill-timed work.
 3. Remove and replace defective work or work not conforming to Contract Documents.
 4. Remove samples of installed work for testing.
 5. Install specified work in existing construction.
 6. Provide penetrations for mechanical work.

1.2 SUBMITTALS:

- A. Submit written requests for cutting approval to Architect well in advance of any cutting which affects:
1. Work of Owner or any separate contractor.
 2. Structural value or integrity of any completed or existing work.
 3. Waterproof value or integrity of any weather-exposed or moisture-resistant work.
 4. Efficiency, operational life, maintenance, or safety of any completed or existing work.
 5. Visual qualities of any sight-exposed work.
- B. Request shall include:
1. Project identification.
 2. Description of affected work.
 3. Necessity for cutting, alteration, or excavation.
 4. Effect on Owner's work.
 5. Effect on other contractor's work.
 6. Effect on structural on weatherproof integrity on completed or existing work.
 7. Description of proposed work including:
 - a. Extent of cutting, patching, alteration, or excavation.
 - b. Trades who will execute work.
 - c. Products proposed for use.
 - d. Extent of required refinishing.
 8. Alternatives to cutting and patching.
 9. Cost proposal, when applicable.
 10. Written permission of any affected separate contractor.
- C. Submit written notice to Architect designating date and time work will be performed.

PART 2 - PRODUCTS

2.1 MATERIALS:

- A. Products similar to those specified elsewhere in this Project Manual: Follow those Specifications.
- B. Other products: Follow Architect's instructions.

PART 3 - EXECUTION

3.1 EXISTING CONDITIONS:

- A. Inspect existing conditions and identify work subject to damage or movement caused by proposed cutting and patching.
- B. After uncovering work, inspect conditions affecting products installation or performance. Report unsatisfactory and questionable conditions to Architect in writing; do not proceed with work until Architect provides further instructions.

3.2 PREPARATION:

- A. Maintain adequate temporary support necessary to assure structural integrity of affected work.
- B. Protect other portions of project work against damage and discoloration.
- C. Protect work exposed by cutting against damage and discoloration.
- D. Protect existing building walls, surfaces, and wall paintings.

3.3 PERFORMANCE:

- A. Provide proper surfaces for repairs.
- B. Employ original installer or fabricator to perform cutting and patching for:
 - 1. Weather-exposed or moisture-resistant surfaces.
 - 2. Sight-exposed finished surfaces.
- C. Restore cut or removed work with new products to provide work complete in accordance with Contract Documents.
- D. Fit work air-tight to pipes, sleeves, ducts, conduits, and other surface penetrations. Where patching occurs refinish entire surface to provide even finish to match adjacent work as follows:
 - 1. Continuous surfaces: Refinish to nearest intersection.
 - 2. Assemblies: Refinish entire unit.
- E. Repair exposed surfaces adjacent to cut areas to match the adjacent finish; preserve integrity of applicable fire resistance, acoustical and thermal ratings.
- F. Repair spray-on fireproofing damaged during execution of work using approved 100% asbestos free material similar to existing.

3.4 CUTTING STRUCTURAL FRAMING:

- A. Not permitted, unless shown on drawings or otherwise approved.

3.5 CLEANING AND REPAIRING:

- A. Including work of other sections, clean, repair and touch-up, or replace when directed, products which have been soiled, discolored, or damaged by work of this section. Remove debris from project site upon work completion or sooner, if directed.

END OF SECTION

SECTION 01700
CONTRACT CLOSEOUT

PART 1 - GENERAL

1.1 CLEANING PRIOR TO COMPLETION:

- A. Remove foreign matter, grease, dust, dirt, stains, manufacturer's labels, fingerprints from exposed surfaces. Repair, patch and touch up marred surfaces.
- B. Flush water systems.
- C. Broom clean exterior paved surfaces and walks. Rake clean landscaped areas. Wash exterior glazing.

1.2 SUBSTANTIAL COMPLETION:

- A. Submit written notice to Architect that work, or designated portion thereof, is substantially complete along with a list of items to be completed or corrected. Architect will promptly observe work.
- B. If Architect determines that work is not substantially complete, he will notify Contractor in writing.
- C. When Architect concurs that work is substantially complete, he will prepare a Certificate of Substantial Completion and amend with Contractor's list of items to be completed or corrected.

1.3 REOBSERVATION:

- A. Should Architect be required to perform more than one reobservation due to failure of the work to comply with the status of completion claimed by the Contractor, the amount of compensation for Architect's additional services made necessary thereby shall be deducted from the contract sum.

1.4 RECORD DOCUMENTS:

- A. Keep record documents current. Record location of concealed items, utility lines, field changes of dimensions, product substitutions and contract modifications. Deliver to Architect before final completion.
- B. Store record documents and samples in Contractor's field office, separate from other records.

1.5 OPERATION AND MAINTENANCE MANUALS:

- A. Form and Content:
 - 1. Submit data on 8-1/2" x 11" manual format in 3-ring binder.
 - 2. Include indexed tabs and title for each manual.
 - 3. Indicate project installers, maintenance program and local source of supply for replacement parts.
- B. Materials and Finishes Manual:
 - 1. Include manufacturer's data, catalog number, color and texture of materials and finishes used.

2. Include instructions for care and maintenance of materials and finishes indicating cleaning agents, methods and maintenance schedule.
- C. Warranties and Bonds Manual:
 1. Assemble warranties and bonds executed by each manufacturer and subcontractor.
 2. Include table of contents, beginning date and duration of warranty, bond or service contract, and party to contact in case of claim against warranty.
- D. Structure Manual:
 1. Include manufacturer's description, performance data, and operating and maintenance instructions.
 2. Include manufacturer's catalog number and replaceable parts list.
 3. Include summer and winter maintenance procedures, servicing, and lubrication schedule.
- E. Provide the Owner with instruction-in the use of operation and maintenance manuals. Review contents in full detail to explain all aspects of operations and maintenance.

1.6 AFFIDAVIT AND RELEASE OF LIENS:

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

1.7 SCHEDULE OF CLOSEOUT SUBMITTALS:

- A. Preliminary Submittal (before substantial completion):
 1. Outline and format of equipment and systems manual and materials and finishes manual (in duplicate).
- B. Final Submittal (before final completion):
 1. Record documents.
 2. Operation and maintenance manuals (in triplicate).
 3. Affidavit and Release of Liens (in triplicate).
 4. Certificate of Occupancy (in triplicate).

1.8 FINAL OBSERVATION:

- A. Submit written notice that Contract Documents have been reviewed, work is completed in accordance with Contract Documents, equipment and systems have been tested in the presence of the Owner and are operational, and work is ready for final observation.
- B. Should Architect consider that the work is incomplete or defective, he will notify Contractor in writing, listing the incomplete or defective work.

END OF SECTION

SECTION 02200

EARTHWORK

PART 1 GENERAL

1.1 REQUIREMENTS

A. Soil Investigation

1. Conduct soil testing as required to determine accuracy of assumed soil bearing pressure of 2000 pounds per square foot at each column footing location and uncover any unusual existing soil conditions.
2. Verify accuracy of assumed footing soil bearing pressure after footing excavation and prior to concrete placement.
3. Utilize the services of a licensed geotechnical engineer to conduct soil investigation and verification of footing soil bearing pressure.

B. Density Test Requirements:

1. Test for Maximum Dry Density and Percent of Maximum Dry Density at Optimum Moisture Content as required by Modified Proctor Test, ASTM D 1557.
2. Other tests as required.

C. Submittals:

1. Submit soil samples to Independent Testing Laboratory for soil classification and moisture density testing for each soil type as required to verify assumed soil bearing pressure.
2. Submit with each sample, a written statement indicating the source and character of each soil sample.
3. Submit copies of sieve analysis and moisture density test reports for each type of soil material if required to determine actual soil bearing pressure.
4. Submit drawings and or written procedures as required showing how shoring and bracing will be utilized to stabilize existing site improvements during excavation and construction.

D. Earthwork Conference:

1. Prior to excavating and grading, meet at the site with the Owner, Architect's Representative and independent testing laboratory representative to review location of utility and site drainage lines and procedures for protecting site improvements and inspecting and testing during earthwork.

E. Temperature and Moisture Requirements:

1. Do not excavate, fill, and backfill unless ambient air temperature is above 40 degrees F.

F. Existing Utilities:

1. Consult with Architect and utility company if uncharted or incorrectly charted underground utility lines are encountered during excavation and trenching.
2. Do not interrupt existing active utility and drainage lines serving facilities to remain, except when permitted in writing by Architect and when temporary alternative utility services are provided.
3. Provide temporary utility services for occupied buildings when permanent utility lines are interrupted.

G. Scheduling:

1. Do not cover site improvements with soil materials prior to required inspections, tests, and approvals.

2. Remove soil materials covering uninspected, untested, and rejected site improvements at no additional cost to the Owner.
3. Coordinate with Owner for Owner removal and reinstallation of pavers in foundation areas.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Substitute Manufacturers:
1. Submit substitution requests prior to Bid Date.

2.2 MATERIALS AND EQUIPMENT

- A. Fill and Backfill Soils and Aggregates:
1. Engineered Structural Fill and Backfill: Sand, gravel, or crushed rock with 3/4 inch maximum aggregate size and not more than 5 percent passing a 200 sieve.
 2. Site Soils: Existing soils with 3/4 inch maximum aggregate size and less than 12 percent passing a Number 200 Sieve with moisture content within 3 percent of optimum at maximum dry density.
 3. Utility Line Bedding Aggregate: 3/4 to 0 inch, crushed rock or coarse sand with not more than 5 percent passing a 200 sieve.
 4. Refer to drawings for backfill under existing footings.
- B. Vapor Retarders and Fabrics
1. Polyethylene Vapor Retarders: ASTM D 2103, 6 mils thick, black.
- C. Rigid Foam Board:
1. Rigid Foam Board: Extruded polystyrene for contact with soil, density and thickness shown on Drawings. Formula-R.
- D. Excavating Equipment:
1. Backhoe Bucket: Smooth-edged, without teeth.
- E. Compacting Equipment:
1. Light Compactors: Manually guided mechanical vibrating compactors.

PART 3 EXECUTION

3.1 PERFORMANCE

- A. Verification of Conditions:
1. Examine existing soil and site conditions and verify location of any existing below grade utility lines and underground structures.
- B. Protection:
1. Protect existing streets, walks, pavers, and curbs from wheel and track damage by covering with temporary heavy timber dunnage and soil.
 2. During extended wet weather, cover exposed soil materials with vapor retarding sheets.
 3. Protect excavations and trenches from soil erosion by freezing temperatures and water drainage.
 4. Protect stockpiled soil materials from contamination with adjacent soils.
 5. Surround open excavations and trenches with continuous reflective barrier tape and portable folding barricades with amber flashing lights at 20 feet on center.

6. Protect site improvements from damage caused by excavating, trenching, backfilling, and compacting adjacent soils.
- C. Preparation:
1. Coordinate with Owner for schedule of removal and location for storage of pavers.
 2. Owner will remove, store, and replace existing paving materials.
 3. Establish and maintain property, building, and paving lines and elevations.
 4. Slope soils to prevent water from flowing into excavations and flooding surface soils at the site and surrounding areas.
 5. Convey water from exposed soils and bottom of excavations and trenches to acceptable site drainage systems.
 6. Apply water to moisten or air dry substrate, backfill, and fill soils to achieve a moisture content within plus or minus 3 percent of the optimum moisture content at relative dry density as determined Modified Proctor Test.
 7. Do not place fill and backfill on soils which yield more than 1/2 inch under pressure from Substrate Compaction Test Equipment.
- D. Soil Removal:
1. Remove soils encountered to obtain required subgrade elevations.
 2. If unsatisfactory soil materials are encountered at design elevations, continue excavation upon approval of Architect's Representative until substrate conditions are satisfactory to Architect's Representative.
 3. Do not excavate closer than two horizontal to one vertical slope below existing footings except for pipes as noted on drawings.
 4. Slope sides of excavations and trenches as required by soil conditions to prevent settlement.
- E. Temporary Bracing:
1. Provide temporary structural bracing to maintain excavations and protect adjacent property until excavations are backfilled.
 2. Shore and brace sides of excavations and trenches where adequate.
- F. Trenching for Footings:
1. Trench for footings as shown on the Drawings.
 2. Clean footing excavations of loose material by hand shovel prior to concrete placement.
 3. Provide firm, natural, undisturbed soil surface for footings to bear on or backfill footing trenches with Engineered Fill.
- G. Trenching for Utility Lines:
1. Remove and stockpile soil materials to obtain required subgrade depth and width to install utility lines.
 2. Place 4 Inch minimum thick bedding aggregate on leveled trench bottom.
 3. Excavate bedding aggregate for piping couplings.
 4. If trench is over excavated, restore grade by placing and spreading bedding aggregate and compacting in layers not exceeding 8 inches deep.
- H. Installation of Foam Board
1. Install rigid foam board where shown on Drawings.
- I. Placing and Spreading Backfill and Fill:
1. All footings to bear on firm undisturbed soil. Imported and site engineered structural fill in areas of excess excavation may be acceptable upon the approval of the Architect's Representative.

2. Contractor may use site soils for structural fill and backfill when site soils are free of organic material, applied in dry weather, applied within 3 percent of optimum moisture content, and soils are acceptable to Architect's Representative.
 3. Place and spread backfill and fill materials to meet required elevations in uniform lifts not exceeding 8 inches in loose thickness for compaction by Light Compactors.
 4. Place and spread clayey silt and similar fine grained soil backfill and fill materials to meet required elevations in uniform lifts not exceeding 8 inches in loose thickness for Light Compactors.
 5. Place backfill at trenches and retaining walls as soon as work permits.
- J. Placing Imported Structural Fill and Backfill:
1. Place imported structural fill and backfill below footings to fill areas of excess excavation in the subgrade and where required to supplement on-site fill.
- K. Compaction of Fill and Backfill:
1. Compact each layer of engineered structural fill, disturbed soil and bedding aggregates below structural fill, and concrete slab base, and concrete slab leveling course aggregates to 95 percent of maximum density at optimum moisture content as determined by Modified Proctor Test, ASTM D 1557.
- L. Soil Compaction Schedule:

<u>APPLICATION</u>	<u>MINIMUM RELATIVE COMPACTION</u>
1. Beneath Foundations and Floor Slabs	95 percent
2. Utility Trench Backfill, Upper 3 Feet Beneath Slabs and Footings	95 percent
3. Utility Trench Backfill, Below 3 feet Beneath Slabs and Footings	90 percent
4. Landscape Areas Above Pipe Zone Within 5 feet of Foundations	88 percent
5. Landscape Areas Within 5 feet of Foundations	85 percent

3.2 COMPLETION

- A. Site Tests and Inspections:
1. Comply with requirements in Section 01400, Quality Control.
 2. Owner will employ an Independent Testing Agency to perform soil moisture content, density tests, and provide continuous observation of backfill and compaction Work if required.
- B. Maintenance of Moisture Content and Density:
1. Repair compacted soil materials and adjust finish grades where subgrade, fill, and backfill settles or becomes damaged by construction traffic, excess moisture, or freezing temperatures.
 2. When directed by Architects Representative, excavate unsuitable substrate soils in trenches and replace with granular backfill over full width of the trench and compact in layers not exceeding 8 inches in loose thickness with Light Compactors.
 3. During wet weather, place 4 inch lift of imported structural fill aggregate at bottom of footing excavations and compact to 95 percent of maximum density at optimum moisture content in accordance with ASTM D 1557.
 4. Recompact or remove and replace soils not meeting required density and moisture content.
 5. Soils removed because of excess moisture may be stockpiled or spread for air drying.
- C. Disposal:
1. Remove waste material from the site.
 2. Remove unusable excess excavated soil material from the site.

3. Transport excess excavated soil to an on-site stockpile area if approved and designated by owner.
- D. Daily Cleaning:
1. Remove soil material spills from existing roads, walks, and paving.
 2. Remove soil materials from existing surface water drainage trenches.

END OF SECTION

SECTION 02715

FOUNDATION DRAINAGE SYSTEMS

PART 1 GENERAL

1.1 REQUIREMENTS

A. Submittals:

1. Submit product data for drain pipe, dry-well pipe, cap, and exterior cleanout system components.
2. Submit shop drawings and project record documents with locations of below grade foundation drain lines and cleanouts for foundation drain lines.

B. Regulatory Requirements:

1. Obtain permits and pay fees required by regulatory agencies.
2. Comply with local code requirements for Work in this Section.

PART 2 PRODUCTS

2.1 COMPONENTS

A. PVC, Drain Pipe:

1. Industry Standard: ASTM D 2729.
2. Type: Bell end pipe.
3. Nonperforated Pipe Sizes: 4 inch diameter. Coordinate with downspout size and existing below-grade drain line by Owner.
4. Solvent Cement: ASTM D 2564.

B. Soil Accessories:

1. Bedding Aggregate: As indicated in Section 02202, Earthwork.
2. Drainage Aggregate: As indicated in Section 02202, Earthwork.

C. Tracer Wire:

1. Size: No. 18 solid copper wire, insulated.
2. Insulation Color Green.

D. Exterior Cleanouts:

1. Access Box: Cast iron.
2. Covers, Flanges, Cleanouts: Secured, scoriated cast iron.
3. Cutoff Sections: Serrated.
4. Plugs: Threaded bronze.
5. Concrete Mounting Pad: 18 inches square by 6 inches thick. Verify size with available space.
6. System Components to be flush with grade.

PART 3 EXECUTION

3.1 PERFORMANCE

A. Preparation:

1. Trench soil to size required for installation, inspection, and backfill compaction.
2. Install PVC tubing sleeves as indicated on Drawings.

3. Fill drain line trenches with bedding aggregates to height required for 0.5 percent continuous slope, unless otherwise indicated on Drawings.
 4. Expose and clean existing drain lines for connection of new work where shown on the Drawings.
- B. Installation of Foundation Drainage Systems:
1. Install bedding aggregate on bottom of drain line trenches.
 2. Install trench drain system on compacted aggregate base.
 3. Install nonperforated PVC drain complying with installation procedures in ASTM D 2321.
 4. Coordinate connection of new foundation drainage piping to the existing drainage system with Owner.
- C. Installation of Drainage Cleanout Assemblies:
1. Set cleanout assembly for foundation drains in place and anchor to substrate.
 2. Cast frame and liner into site cast concrete.
 3. Install grate covers and grates as indicted on Approved Shop Drawings.
- D. Exfiltration Testing Foundation Drain Pipe:
1. Internal water head must be two feet greater than the top of pipe or two feet greater than ground water level whichever is greater.
 2. Notify Architects Representative 24 hours before conducting tests.
 3. Test in large sections before covering.
 4. Continue to monitor water test levels during backfilling and compacting.
- E. Adjusting and Cleaning:
1. Repair or replace damaged and defective lines and system components.
 2. Excavate and recompact backfill where settlement damages site improvements.
 3. Replace or repair walks, paving, and landscape improvements damaged by foundation drainage backfill settlement.
 4. Remove excess soil materials from paving, walk, and landscape areas as soon as backfilling is complete.
 5. Remove debris from foundation drains prior to Substantial Completion.

END OF SECTION

SECTION 03100

CONCRETE FORMWORK

PART 1 GENERAL

1.1 REQUIREMENTS

- A. Structural and Dimensional Requirements:
 - 1. Design formwork to support structural loads, hold concrete in correct size, and alignment, and meet tolerances indicated in Paragraphs 3.3.1 and 3.3.8 in ACI 347 and Table 4.3.1 in ACI 301.
 - 2. Comply with structural requirements in ACI 318, Chapter 6.
 - 3. Construct formwork to plumb and level within 1/8 inch in 10 feet.
- B. Submittals:
 - 1. Submit product data for formwork accessories.
 - 2. Submit design drawings for structural concrete formwork.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Substitute Manufacturers:
 - 1. Submit substitution requests prior to Bid Date.
 - 2. Comply with requirements in Section 01600, Material and Equipment.

2.2 FORMWORK COMPONENTS

- A. Smooth Vertical Concrete Forms:
 - 1. Smooth Plywood: Plyform, B-B, Class 1.
- B. Form Accessories:
 - 1. Recess Cones for Exposed Form Ties: 1 inch deep and 1 inch diameter.
 - 2. Concealed Form Ties: Adjustable metal ties.
 - 3. Chamfer Strips: Beveled, 45 degrees, 3/4 inch wide.
 - 4. Recess Moldings: Wood or PVC at Contractors option.
 - 5. Expansion and Isolation Joint Fillers: Asphalt saturated cane fiber, 1/2 inch thick, ASTM D 1751.

PART 3 EXECUTION

3.1 PERFORMANCE

- A. Installation of Items Embedded in Concrete:
 - 1. Install anchor bolts for structural framing members and equipment.
 - 2. Set formwork anchorage and insert devices for materials that are attached to or supported by cast-in-place concrete.
 - 3. Use setting diagrams, templates, and instructions furnished by product manufacturers for locating and setting anchorage and insert devices.

4. Install steel pipe sleeves for penetrating pipe lines.
- B. Installation of Formwork Accessory Materials:
 1. Apply form coating and form release agent to form surfaces which will be in contact with fresh concrete.
 2. Unexposed external vertical comers may be square or chamfered.
- C. Application of Form Coatings:
 1. Coat wood and plywood formwork concrete contact surfaces with form coating.
 2. Coat formwork concrete contact surfaces with nonstaining form release agent before reinforcement is placed.
 3. Do not allow form release agent to accumulate in the forms, come into contact with reinforcement, or coat surfaces designed for bonding to fresh concrete.
 4. Coat steel form surfaces with nonstaining, rust-preventative form oil.
- D. Construction of Formwork:
 1. Construct formwork to comply with requirements in ACI 301 and ACI 347.
 2. Construct comers and intersections flush without visible offsets.
 3. Construct solid blocking behind formwork panel joints.
 4. Construct shoring for concrete forms with deflection adjustments.
 5. Erect, support, brace, and maintain formwork to safely support vertical and lateral loads that might be applied, until structural loads can be supported by the concrete.
 6. Construct formwork to resist construction live loads, formwork dead load, assumed soil pressures, wind loads, seismic loads and thermal movement caused by changing temperatures.
 7. Construct temporary formwork to be removable without damage to existing cast-in-place concrete, utilities, and adjacent materials.
 8. Construct forms to obtain concrete sizes and shapes shown on Drawings.
 9. Verify field dimensions and elevations with survey equipment.
- E. Construction of Shoring:
 1. Construct shoring to safely support concrete forms without excessive stress or deflection.
 2. Install wedges or jacks to allow for adjustment of shoring before and during concrete placement.
 3. Keep shores in place until concrete has attained its required strength and heavy loads due to construction operations have been removed.
 4. Remove shoring in a planned sequence to avoid damage to new concrete.

3.3 COMPLETION

- A. Adjusting and Cleaning:
 1. Check lines and levels of erected formwork.
 2. Adjust forms to obtain required size, location, and alignment within allowable tolerances.
 3. Retighten forms immediately after concrete placement where required to eliminate mortar leaks and prevent excessive deflection.
 4. Inspect formwork to check for abnormal deflection or signs of structural failure.
 5. Clean interior form surfaces prior to concrete placement.
 6. Clean and repair surfaces of forms to be reused.
 7. Do not reuse split, frayed, delaminated, or rusted form facing material.
 8. Apply new form release agent to used formwork concrete contact surfaces the same as specified for new formwork.
- B. Formwork Removal:
 1. Remove forms and shores in conformance with Section 3.7 in ACI 347.

2. When forms are extended for successive concrete placement, clean concrete and form surfaces and tighten forms to close joints.
3. Formwork supporting weight of concrete, may not be removed in less than 14 days, and not until concrete has attained minimum 28-day compressive design strength.
4. Do not pry against concrete surface during formwork removal.

END OF SECTION

SECTION 03200

CONCRETE REINFORCEMENT

PART 1 GENERAL

1.1 REQUIREMENTS

A. Submittals:

1. Submit steel reinforcing placement drawings prior to fabrication of reinforcing.
2. Reinforcing placement drawings shall comply with requirements in ACI 315, identify and dimension each type of reinforcing bar, and be drawn at 1/8 inch per foot minimum scale for single reinforcing and 1/4 inch per foot minimum scale for double reinforcing.

PART 2 PRODUCTS

2.1 MATERIALS

A. Steel Reinforcing:

1. Reinforcing Bars: ASTM A 615, Grade 40.

B. Reinforcing Accessories:

1. Tie Wire: 16 gage, double annealed iron.
2. Chairs, Spacers, and Hangers: Plastic coated steel.
3. Dowels: Smooth steel bars in diameter and length as indicated on Drawings.
4. Dowel Caps: Crimp or welded type, 5 inches minimum length, F46 by JEF, Inc., Portland, OR.

2.2 FABRICATION

A. Shop Fabrication of Steel Reinforcing:

1. Cut and bend bars at shop temperature.
2. Do not heat bars prior to cutting or bending.
3. Comply with CRSI, Manual of Standard Practice, MSP-1, ACI 301, ACI 315, and ACI 318.
4. Comply with ACI 318, Chapter 7 for bending dimensions.
5. Attach identification tag to each reinforcing bar.

PART 3 EXECUTION

3.1 PERFORMANCE

A. Installation of Reinforcing Steel:

1. Comply with CRSI, Manual of Standard Practice, MSP-1.
2. Field fabricate reinforcing bars after obtaining approval of bending equipment by Structural Engineer.
3. Support reinforcing to prevent displacement with metal chairs, runners, bolsters, spacers, and hangers.
4. Set wire, ties so ends are directed into concrete, not toward exposed concrete surfaces.
5. Splay reinforcing around small openings not more than 1 in 10.

B. Minimum Concrete Cover for Reinforcing Bars:

1. Industry Standard: Comply with ACI 318, Chapter 7, Paragraph 7.7, unless otherwise Indicated.
 2. Cast against or permanently exposed to earth: 3 inches +/- 1/2 inch.
- C. Installation of Reinforcing Accessories:
1. Wire tie reinforcing as indicated in CRSI Manual of Standard Practice.
 2. Locate and support reinforcing with metal chairs, bolsters, spacers, and hangers as required.
 3. Install dowels at size and spacing indicated on Drawings.

3.2 COMPLETION

- A. Adjusting and Cleaning:
1. Adjust location of reinforcing as required by Architect's Representative prior to concrete placement.
 2. Replace damaged and defective reinforcing steel.
 3. Remove dirt, oil, grease, paint, rust, form release agent, and other materials which will impair steel reinforcing bond strength prior to concrete placement.

END OF SECTION

SECTION 03300

CAST-IN-PLACE CONCRETE

PART 1 GENERAL

1.1 REQUIREMENTS

- A. Submittals:
1. Submit product data for concrete accessory materials.
 2. Submit mix design formula at least 10 days prior to delivery of concrete.
 3. Submit copies of laboratory and field test reports for concrete.
 4. Submit batch tickets from concrete supplier which meet requirements of Article 16 in ASTM C 94.
- B. Testing:
1. Three (3) job-cast lab-cured test cylinders shall be taken at each pour and compression tested for conformance with UBC 2605(g).
 2. Refer to Drawings for further information.
 3. Submit three (3) copies of test reports to Architect.
- C. Plant Certification:
1. Ready Mix Plant shall be Certified by National Ready-Mixed Concrete Association.
 2. Ready Mix plant and equipment shall meet requirements of ASTM C 94, Sections 8, 9, 10, 11, and 12.
- D. Mixing and Delivery Equipment:
1. Maintain scales, mixers, trucks, storage bins, and conveyers in good working condition.
 2. Clean mix and delivery equipment as required by ASTM C 94 and National Ready-Mixed Concrete Association.
- E. Environmental Requirements:
1. Do not place concrete when temperature or weather will affect the performance or appearance of the concrete.
 2. Ambient air temperature not less than 40 degrees F.
 3. No precipitation expected within 8 hours for unprotected exposed concrete surfaces.
- F. Substrate Requirements:
1. Do not place concrete on excessively dry, soft, wet, or frozen subgrade.
 2. Remove ice and standing water from footing trenches and formed surfaces.

PART 2 PRODUCTS

2.1 CONCRETE MATERIALS

- A. Portland Cement, Aggregates, and Water.
1. Standard Cement: ASTM C 150, Type I or II with maximum total alkalis not to exceed 0.80 percent ($\text{Na}_2\text{O} + 0.658\text{K}_2\text{O}$).
 2. Standard Aggregates: ASTM C 33 and UBC Standard 26-2.
 3. Water. Clean, free of oils, acids, and organic material.
- B. Cement Admixtures:
1. Air-Entraining Admixtures: ASTM C 260.
 2. Chemical Admixtures: ASTM C 494, Type A water reducing or Type D water reducing and retarding.
 3. Mineral Admixture: ASTM C 618, Class F or Class C.

C. Concrete Accessories:

1. Epoxy Bonding Agent, Concrete to Concrete: ASTM C 881, 100 percent solids, epoxy resin and hardener, 881 LPL Epoxy by The Burke Company, Concessive 1001 LPL by Adhesive Engineering.
2. Epoxy Bonding Agent, Concrete to Reinforcing Steel: ASTM C 881, 100 percent solids, epoxy resin and hardener, Concessive 1441 by Adhesive Engineering.

2.2 MIXES

A. Proportioning:

1. Comply with ACI 211.1 and UBC Section 2604.
2. Proportion concrete in accordance with ACI 301, Article 3.8, Method 3, with a maximum water/cement ratio of 0.58, except use 0.46 for air entrained concrete.
3. Pozzolan weight shall not exceed 18 percent of cement weight.
4. Add water reducing admixture at not more than 6 pounds for each 100 pounds of cement.
5. Mix designs may be adjusted when material characteristics, site conditions, weather, test results, or other circumstances warrant a revised mix design.

B. Mixing Procedures:

1. Comply with ASTM C 94,
2. Mix full load of concrete for 3 minutes at high speed upon arrival at site.
3. Mix concrete for an additional 5 minutes after adding any water.

C. Mix Requirements:

1. Maximum Course Aggregate Size: 3/4 inch.
2. Maximum Slump for Footings: 4 inches with + 1/2 to - 1 inch deviation.
3. Minimum Compressive Strength: $f_c = 3,000$ psi in 28 days.
4. Probability of Test Falling Below Specified Strength: One out of five.
5. Minimum Cement Plus Pozzolan Content: 550 pounds per cubic yard.
6. Water Reducing Admixture: Contractor's option, Type A or D.

PART 3 EXECUTION

3.1 PERFORMANCE

A. Site Verification of Conditions:

1. Notify Architect's Representative and Independent Testing Laboratory 24 hours prior to placing concrete.
2. Remove ice and standing water from formed surfaces.
3. Remove soft soils from subgrade and footing trenches.
4. Do not place concrete until Architect's Representative has examined the formwork and reinforcing steel.
5. Do not place concrete in footing forms until Architect's Representative has examined the compacted soil and aggregate base materials within the forms.

B. Protection:

1. Coat aluminum embedded in concrete prior to concrete placement.

C. Surface Preparation:

1. Clean forms, expansion joint fillers, and embedded items.
2. Adjust location and anchorage of formwork, reinforcing support items, and reinforcing steel.

3. Drill holes in existing concrete for grouted dowels at 3/8 inch in diameter larger than reinforcing dowels.
- D. Cleaning for Epoxy Bonding of Structural Concrete:
 1. Remove grease, wax, and oil contaminants with detergent or degreasing compounds and follow with mechanical cleaning.
 2. Remove weak or deteriorated concrete with grit or water blasting.
 3. Remove dirt, dust, latent material, and curing compounds by grit blasting or manufacturer's recommendations.
 4. Finish concrete with vacuum cleaning.
- E. Cleaning for Epoxy Grouted Dowels:
 1. Blow holes out with oil free compressed air.
 2. Remove moisture, rust, dirt, oil, grease, protective coatings, and galvanizing from dowels in accordance with grout manufacturer's instructions.
- F. Installation of Anchor Bolts:
 1. Set anchor bolts for structural plates with anchor bolts double nutted to 3/4 inch thick CDX plywood templates.
 2. Set anchor bolts for buildings, fixtures, and equipment with anchor bolts double nutted to templates furnished by pre-engineered building manufacturer.
- G. Installation of Dowels:
 1. Embed dowels in epoxy bonding agent for Concrete-to-Steel in accordance with manufacturer's printed instructions.
- H. Application of Epoxy Bonding Agent:
 1. Apply epoxy bonding agent for Concrete-to-concrete in accordance with manufacturer's printed instructions.
- I. Concrete Placement:
 1. Consolidate concrete with hand rodding and mechanical vibrators.

3.2 FINISHING VERTICAL SURFACES

- A. Rough Form Finishing Concealed Vertical Concrete Surfaces:
 1. Comply with ACI 301, paragraph 10.2.1, remove fins and projections exceeding 1/4 inch in height and patch tie holes and surface defects.

3.3 COMPLETION

- A. Field Quality Control:
 1. Special Inspections: Provide continuous special inspections by Independent Testing Laboratory, complying with UBC 2604 (h) when required by building code.
 2. Test cured cylinders prior to removing shoring under structural concrete.
- B. Protection:
 1. Protect new uncured concrete with barricades.
 2. Protect concrete from frost damage until protected by soil backfill or until cured for 28 days.
 3. Protect concrete from physical damage or reduced strength caused by air temperatures below 45 degrees F. and above 75 degrees F. during curing period, complying with recommendations in ACI 306R and 305R respectively.
 4. Protect concrete from shrinkage crack damage until protected by curing procedure.

END OF SECTION

SECTION 03600

GROUT

PART 1 GENERAL

1.1 REQUIREMENTS

A. Submittals:

1. Submit product data for grout materials.
2. Submit building code required compression test reports for structural grout.

PART 2 PRODUCTS

2.1 MATERIALS

A. Nonmetallic Nonshrink Grout

1. Industry Standard: ASTM C 1107.
2. Type: Shrink resistant, nonstaining, noncorrosive.
3. Minimum Compressive Strength: $f_c = 5,000$ psi in 28 days.
4. Acceptable Grouts: Upcon by Bostik Construction Products, Nonmetallic Grout by Burke, Conbextra S by Fosroc Preco, Sealtight 588 by W.R. Meadows, Masterflow 713 by Master Builders.

PART 3 EXECUTION

3.1 PERFORMANCE

A. Installation of Cementitious Grout:

1. Pack space below bearing plates supporting structural members and stationary equipment with nonmetallic nonshrink grout.

B. Grout Testing:

1. When required by the Building Code, Section 306, Special Inspection Requirements, Owner will employ an independent testing laboratory to evaluate grout supporting structural members.
2. Test nonmetallic nonshrink grout in accordance with ASTM C 109.

C. Adjusting Defective Work:

1. Replace damaged and defective grout and anchoring cement work.

D. Physical Barrier Protection:

1. Cover fresh grout and anchoring cement for 24 hours minimum.
2. Cover fresh grout and anchoring cement with plywood or oriented strand board sheets where exposed to public, pedestrian, and animal traffic.

END OF SECTION

SECTION 07900

JOINT SEALANTS

PART 1 GENERAL

1.1 REQUIREMENTS

A. Submittals:

1. Submit product data for sealants and backing materials.
2. Submit color samples of exposed sealants.

PART 2 PRODUCTS

2.1 COMPONENTS

A. Elastomeric Sealant, ES-1:

1. Industry Standard: ASTM C 920, Class 25, Grade P, self leveling.
2. Type: Type M, two or more components.
3. Composition: Polyurethane.
4. Movement Range: +/- 25 percent.

PART 3 EXECUTION

3.1 PERFORMANCE

A. Installation of Elastomeric Joint Sealers:

1. Apply sealants in color to match adjacent surfaces.
2. Install backer rods at joints more than 1/2 inch deep as recommended by sealant manufacturer.
3. Tool exposed joints concave.
4. Remove excess exposed sealant materials.
5. Install sealant ES-1 at joints between exterior columns, PVC drain pipe, and pavers.

END OF SECTION

SECTION 09900

PAINTING

PART I - GENERAL

1.1 DESCRIPTION:

- A. Work Included: Provide painting and finishing of surfaces as indicated.

1.2 QUALITY ASSURANCE:

- A. Job Mock Up: Complete painting of one section. Secure approval before applying balance of work.
- B. Reference Standard: Comply with applicable requirements of PDCA "Painting Specification Manual for the Pacific Northwest".

1.3 SUBMITTALS:

- A. Office Samples: Submit samples of products for review before delivery to job site. Include minimum 8" x 10" chip of each type and color of finish indicated.
- B. Extra Stock: Provide 1 gallon can of each type and color, of finish; unopened, for Owner's use in future repairs.

1.4 PRODUCT HANDLING:

- A. Store paint materials and tools separate from other projects. Protect adjacent finished surfaces and work of other trades.

1.5 JOB CONDITIONS:

- A. Do not paint when the air is dust-laden nor when weather and temperature conditions are unsuitable. Maintain space temperatures at a minimum of 60 degrees F. during the painting and drying periods. Comply with manufacturer's environmental recommendations.
- B. Remove or protect items such as hardware, hardware accessories, plates, lighting, fixtures and similar items placed prior to painting. Reposition or remove protection upon completion of each space.
- C. Maintain wrappings or other factory applied protection furnished with finishing hardware or other items provided by other trades and installed in areas where painting is required, and if displaced or removed, replace for the duration of painting work.
- D. Protect existing building walls, surfaces, and wall paintings.

PART 2 - PRODUCTS

2.1 APPROVED MANUFACTURERS:

- A. Approved manufacturers: Glidden, Dutch Boy, Sherwin-Williams, PPG, Pratt and Lambert, Benjamin Moore approved.
- B. Provide primary products of each indicated coating system from one manufacturer, first line quality

2.2 MATERIALS:

- A. Color and Gloss: Selected colors and glosses. Match approved samples.

PART 3 - EXECUTION

3.1 PREPARATION:

- A. Examine substrate surfaces. Verify security, completion of related work; ensure soundness, dryness, cleanliness of substrate, removal of foreign material.
- B. Touch up shop-applied prime coatings as necessary. Ensure that surface conditions are conducive to best results for sound, uniform coating systems. Perform necessary surface preparation.

3.2 APPLICATION:

- A. Material may be applied by spray, brush, roller as recommended by manufacturer, except rolling not permitted on wood or metal. Provide coatings free from runs, sags, crawling. Allow coatings to cure thoroughly prior to applying succeeding material. Perform necessary sanding of substrate, preceding coatings.
- B. Control spray painting fumes from entering the air and the surrounding areas. Obtain owners approval prior to spray painting. Apply spray paint on calm days with no wind.

3.3 ADJUSTMENT AND CLEANING:

- A. Protect work until cured, dry; touch-up damaged finishes. Ensure that painted surfaces are thoroughly clean, undamaged, and will be suitably protected until substantial completion.

3.4 FINISHING SCHEDULE:

- A. Exterior Finish Systems: Paint all exterior surfaces in accordance with this schedule, except as specifically indicated otherwise.

- 1. Factory finished surfaces.

- Touch up after installation
 - No finish.

- 2. Miscellaneous shop primed metal components: Alkyd enamel

- Touch up primer after installation
 - 2 coats commercial/industrial grade exterior gloss alkyd enamel

- 3. PVC drain boots: Alkyd enamel

- 1 coat primer most compatible with surface to be painted.
 - 2 coats commercial/industrial grade exterior gloss alkyd enamel

- C. Colors: Match to BHP HR 36 roof panel color --- "Weathered Copper" --actual panel color only.

END OF SECTION

SECTION 13125

PRE-ENGINEERED CANOPY

PART 1 GENERAL

1.1 REQUIREMENTS

A. Contract Considerations

1. The Component A Contractor will provide and deliver to the job site the pre-engineered canopy structure described in this section.
2. The Component A Contractor will coordinate all work with the Component B Contractor and the Owner.
3. If conflicting information occurs in this specification section Component A Contractor and or Component B Contractor will notify the Architect for clarification or resolution of such conflicting information.
4. The Component B Contractor shall receive, unload, inspect, store, and erect the pre-engineered building provided by the Component A Contractor and coordinate the use of the site to facilitate the Work of this Section.
5. Component A Contractor must comply with the information provided in PART 1 Paragraphs 1.2, 1.3, 1.4 A/C, 1.5 A, 1.8, PART 2, and PART 3 Paragraphs 3.1, and 3.2. This information is also for reference and use by the Component B Contractor to assist in receiving, storing, and erecting the pre-engineered building provided by the Component A Contractor.
6. Except where noted "COMPONENT A ONLY," the Component B Contractor shall comply with the requirements of this Section 13125.
7. Where noted "COMPONENT A ONLY," and in this section, the Component A Contractor shall comply with the requirements of this Section 13125.

1.2 SYSTEM DESCRIPTION--COMPONENT A ONLY

A. Standards and Design Information

1. Comply with the latest edition of the AISC, "Specification for the Design, Fabrication, and Erection of Structural Steel for Buildings.
2. Comply with the latest edition of the Metal Building Manufacturers Association, "Recommended Guide Specifications for Pre-Engineered Metal Buildings" and "Design Practices Manual."
3. Comply with the latest edition of AISI "Specifications for the Design of Cold Formed Steel Structural Members" and "Design of Light Gauge Steel Diaphragms."
4. Deflection: Roof and trim, and gutter assembly shall not deflect more than L/180 when subject to design wind and snow loads. If otherwise indicated on the drawings refer to the Architect for clarification.
5. Combined Loads: Design each member to withstand the combinations of loads prescribed in MBMA "Design Practices Manual" without exceeding maximum allowable stresses for that member.
6. Roof Snow Load: 25 psf plus drifting.
7. Wind Load: 80 mph, Exp. B (Open Structure)
8. Seismic Zone: 3
9. Assumed Soil Bearing: 2,000 psf.

10. Canopy sway at the eave level will not exceed 1".
11. Comply with all other applicable metal canopy/building Industry fabrication standards.
12. Comply with requirements indicated on drawings. If discrepancies with specifications exist notify architect for clarification.

1.3 SUBMITTALS--COMPONENT A ONLY

A. Submittal Requirements:

1. Deliver submittals on the day indicated in submittal schedule.
2. Comply with requirements in Section 01300, Submittals.

B. Product Data

1. Submit product data on roof panels and trim, structure framing members, gutter and downspout systems, HR 36 skylight system or Alternate 1 skylight system-- (whichever is selected), sealants, primers, finishes, fasteners, and other components.
2. Submit test information on roof panel, trim, and gutter system performance for fade, abrasion, pollution, and humidity tests.
3. Submit details/profiles of roof panels and trim, structure framing members, gutter and downspout systems, HR 36 skylight system or Alternate 1 skylight system-- (whichever is selected), fasteners, and other components.
4. Submit all other items as noted in the specifications and drawings.
5. Architect will review product data for conformance with the Bid Documents.

C. Shop Drawings:

1. Submit shop drawings for the entire pre-engineered covered picnic structure including but not limited to roof panels and trim, structure framing members, gutter and downspout systems, HR 36 skylight system or Alternate 1 skylight system-- (whichever is selected), sealants, fasteners, and other components.
2. Submit anchor bolt setting drawings and framing erection drawings.
3. Indicate roof system dimensions, panel layout, construction details, anchor bolt settings, and weld lengths with AWS symbols.
4. Indicate accessory installation details to show assembly of building components.

D. Product Samples:

1. Submit 12 by 12 inch minimum size sample of roof panels and trim, gutter and downspout systems, HR 36 skylight system panels if selected, fasteners.
2. Architect will review product samples for conformance with the design concept.

E. Design Data:

1. Submit shop drawings and calculations bearing the current and valid seal and signature of a structural engineer registered in the state of Oregon.

F. Installation Instructions:

1. Submit manufacturer's written preparation and installation instructions.

G. Maintenance Data:

1. Submit manufacturer's standard maintenance instructions for roof panels and trim, structure framing members, gutter and downspout systems, HR 36 skylight system or Alternate 1 skylight system-- (whichever is selected), sealants, fasteners, and other components.

H. Project Record Documents:

1. Submit Project Record Documents with contract modifications, and location of concealed work indicated on the floor plans and elevations.
2. Comply with requirements of Section 01700, Contract Closeout.

1.4 QUALITY ASSURANCE

- A. Structure Manufacturer's Qualifications--Component A only:
 - 1. Company specializing in manufacturing products identified in this section with a minimum of three years documented experience.
- B. Installer Qualifications:
 - 1. Approved or licensed by manufacturer of building system.
 - 2. Submit list of three other building system installations of similar scope to this project completed within the last three years when requested by Architect's or Owner's Representative.
- C. Regulatory Requirements--Component A only:
 - 1. Conform to requirements of applicable Uniform Building Code and local amendments.
 - 2. Cooperate with regulatory agencies or authorities and provide data as requested.
 - 3. Comply with all applicable regulatory codes.
 - 4. Comply with all City of Portland codes, ordinances, and regulations including Special Inspections.
 - 5. Comply with the requirements appearing in the Bid Documents.
 - 6. Comply with latest edition of ANSI/AWS D1.1, Structural Welding Code.
 - 7. Canopy shall comply with Seismic Zone 3 requirements.
- D. Field Samples:
 - 1. Install 100 square feet minimum size field sample of trim and roof panels.
 - 2. Acceptable field samples may be incorporated in the work.
- E. Pre-Construction Conference:
 - 1. Attend the pre-construction conference scheduled by the Owner.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Packing and Shipping--Component A only:
 - 1. Bundle, wrap, and secure components to prevent scratches, dents, and stains
- B. Receiving and Inspection
 - 1. Handle and unload components by methods that will prevent damage to exposed surfaces and the structural integrity of components.
 - 2. Immediately after site acceptance and uncrating of components, inspect shipments to assure compliance with requirements of the Contract.
 - 3. Record freight damage in writing and notify Architect's Representative of missing, damaged, or improperly fabricated components.
 - 4. Proceeding with erection constitutes acceptance of the components.
- C. Storage and Protection:
 - 1. Store components in a dry area, at least 3 inches above grade.
 - 2. Keep components wrapped until installation.
 - 3. Prevent metal items from touching face of prefinished panels during lifting, placing, and anchorage.
 - 4. Follow component manufacturer's and building manufacturer's storage recommendations.

1.6 SITE CONDITIONS

- A. Field Measurements and Investigation
 - 1. Verify that field measurements and elevations are as indicated on the drawings prior to the commencement of structure manufacturing.

2. Investigate site conditions and review structure manufacturer's shop drawings.
- B. Scheduling
 1. Schedule delivery to coincide with Component A Contractor's and Owner's requirements.
 2. Schedule work to commence after foundations are cured.

1.7 COORDINATION

- A. Coordinate work with the work of the Owner and the Component A Contractor.
- B. The Owner will remove, store, and reinstall pavers as shown on the Drawings.

1.8 MAINTENANCE STOCK--COMPONENT A ONLY

- A. Furnish 5 percent additional of all fastening devices including nuts, bolts, screws, washers, and special fasteners used for canopy.
- B. Pack fasteners to resist rust in cartons and deliver to the site with the structure.
- C. Furnish one gallon of touch-up paint, for each color used, including primer, in a marked, sealed, and secure container and deliver to the site with the structure.
- D. Special Tools:
 1. Furnish two sets of any special tools required for installation.

PART 2 PRODUCTS--COMPONENT A ONLY

2.1 PRODUCTS

- A. Roof Panel and Skylight Panels
 1. BHP Steel Building Products, (ASC Pacific), Sacramento, California.
- B. Alternate 1 Skylight System
 1. Bristolite Skylights, Santa Ana, California.

2.2 MANUFACTURERS

- A. Metal Canopy Manufacturers
 1. Classic Recreation Systems, Inc. - Mesa model and as modified in the Bid Documents.

2.3 MATERIALS

- A. Framing Members
 1. Steel Plates, Shapes and Bars: ASTM A 36 and UBC Standard 27-1.
 2. Square and Rectangular Steel Tubing: ASTM A 500, Grade B, or ASTM A 501, Grade B.
 3. Standard Bolts: ASTM A307, Grade A unless indicated otherwise.
 4. Brace Rods: ASTM A307.
 5. High Strength Bolts: ASTM A 325.
 6. Purlins and Girts: ASTM A 242, or ASTM A 588, and ASTM A 529, and ASTM A 572.
 7. Electrodes: ASTM A 233, AWS A5.1 or A5.5, E70XX.
 8. Shop Primer as specified on drawings.
- B. Steel Roof Panels
 1. Minimum thickness: Per structural calculations but not less than 24 gage steel.
 2. Minimum Strength: ASTM A 446, Grade C .
 3. Panel Profile: As shown on Bid Documents.

4. Panel Finish: Protective coating: Zincolume conforming to ASTM A 792 - AZ50, Exterior finish: Includes 0.2 mil thick corrosion-resistant primer and a 0.8 mil thick finish coat of Polyvinylidene Fluoride (PVF₂), full 70% Kynar 500/Hylar 5000 for a total mil dry film thickness and as shown on Bid Documents.
 5. Panel Color: "Weathered Copper" top side of panel "White" underside of panel.
 6. Color Variation: Panel color shall not vary more than 0.5 NBS Units from acceptable product samples as measured by color difference meter.
- C. Canopy Accessories:
1. Fasteners: Self-drilling, self-tapping, color matching to roof panels at roof panels, sheet metal screws, zinc plated or stainless steel with neoprene coated washers where exposed to exterior and as recommended by component manufacturer. Other fasteners as most appropriate for each specific application and as per Drawings.
 2. Tape Sealant and closure Strips: Manufacturer's standard.
 3. Flashing and Trim: Per structural calculations but not less than 24 gage steel finished to match roof panels.
 4. All Canopy accessories to withstand 100 mph wind loads.
- D. Sealants:
1. Industry Standard: ASTM C 920, Class 25.
 2. Type: Polyurethane.
 3. Other sealants: Most compatible for specific application and as recommended by each component manufacturer.
- E. Gutters and Downspouts:
1. Gutter design: Per structural calculations but not less than 20 gage, same material and finish as roof panels, if available. Otherwise roll formed, per structural calculations but not less than 20 gage, coil coated galvanized steel (or) continuous gutters, ASTM A 446, Grade C, shop primer. Provide all gutter accessories. Provide leak proof expansion joints per SMACNA recommendations. Gutters to provide leak proof roof drainage to downspouts. Gutters include removable leaf screen provision. Leaf screen by Component B contractor.
 2. Downspouts: Precoated galvanized steel, ANSI/ASTM A 446, per structural calculations but not less than 24 gage. Shop precoated steel. Provide leak proof roof drainage to rain drain lines. Rectangular profile. Include fasteners and any applicable accessories.
- F. Skylights:
1. As per Drawings.
 2. To meet UBC and other applicable fire ratings required by regulatory agencies including but not limited to materials, orientation, and attachment.

2.4 FABRICATION

- A. Metal Canopy Design:
1. Framing Type: Canopy with clear span, as shown on Drawings.
 2. Canopy width and length: As shown on Drawings.
 3. Eave Height: As shown on Drawings.
 4. Canopy Size: As shown on Drawings.
- B. Field Measurements:
1. Starting fabrication constitutes acceptance of field conditions.
 2. Verify with Component B Contractor that field measurements are as indicated on drawings.
- C. Fabrication of Structural Members:

1. Framing Members: Shop fabricated for field bolted assembly.
2. Primary Framing: Steel tube beams, columns, intermediate columns, steel bearing end frames, endwall columns, and wind bracing.
3. Secondary framing: Steel purlins, girts, eave struts, chord bracing, clips, flange bearing, and base angles.
4. Shop Connections: Bolted and submerged or shielded arc welded in accordance with Structural Welding Code and City of Portland requirements.
5. Shop/Field Bolted Connections: Standard bolts, ASTM A 307 for secondary members and high strength bolts, ASTM A 325 for primary members.
6. Bolted connections: Concealed connections.

PART 3 EXECUTION

3.1 FABRICATION OF STRUCTURE--COMPONENT A ONLY

- A. Fabrication of structure, accessories, and components:
 1. Comply with design requirements, shop drawings, regulatory codes, Drawings, and quality control standards.
 2. Comply with specific industry standards for fabricating metal canopies.
 3. Align, measure, prepare, structural and component parts accurately and as required.
 4. Perform the following including but not limited to cutting, drilling, fitting, fabricating, welding, bolting, modifying, fastening as required.
 5. Fabricate/modify/attach members, components, and accessories to be smooth, aligned, and properly fitted with no jagged, marred, sharp, discolored, and deformed edges and surfaces. Welded connections to be smooth and free from sharp and burred surfaces.
 6. Follow manufacturer's instructions for incorporating roof panels, skylights, trim, components, and other accessories. Make allowances in structural members and other components for accessories and other components.
 7. Apply sealants as required to secure leak proof connections and protect dissimilar metal connections.
 8. Fabricate Gutter and Downspout systems.
 9. Prepare surfaces to accept primer. Prime paint all components requiring priming, and per component manufacturer's instructions.
 10. Comply with paint industry standards for application of paint. Apply primer per paint manufacturer's instructions. Use primer suitable to the material being painted.
 11. Follow other steps and procedures as required to ensure proper, accurate, and appropriate fabrication of members, components, and accessories per the standard and acceptable industry wide standards of fabrication of the Metal Building Industry.

3.2 DELIVERY--COMPONENT A ONLY

- A. Adjusting and Cleaning
 1. Verify that all members, components, accessories fit properly.
 2. Verify that all members, components, accessories, and fasteners are included in the proper quantities.
 3. Touch-up shop painted and primed finishes.
 4. Touch-up factory painted surfaces as recommended by manufacturer.
 5. Clean frame members, components, and accessories.
 6. Include all required close out items.

7. Furnish 1 gallon of touch-up paint for each type and color used.
 8. Furnish component manufacturer's touch-up paint in sufficient quantity to correct any damage during transit and for each type and color present.
- B. Transportation to site.
1. Wrap, bundle, secure all parts for transportation to the site.
 2. Deliver to the site.

3.3 ERECTION

- A. Erection of Steel Frame:
1. Perform cutting, drilling, welding, fastening, and fitting required for installation.
 2. Set work accurately in location, alignment and elevation, measured from established lines and levels.
 3. Align steel framing to tolerance of one in 300.
 4. Set bearing plates on cleaned bearing surfaces, using wedges or other adjustments as required.
 5. Pack open spaces below bearing plates solid with nonmetallic, nonshrink grout.
 6. Erect steel in accordance with AISC Specifications, Drawings, reviewed shop drawings, and current industry standards and building code requirements.
 7. Brace to resist temporary erection loads and wind loads.
 8. Do not field cut or alter structural members without written approval of Architect.
- B. Installation of Panels:
1. Place panels as indicated on shop drawings.
 2. Prime finish shop and site cut exposed edges and ends of panels and trim.
 3. Seal panel joints with tape or elastomeric sealants.
 4. Locate and align exposed fasteners as indicated on shop drawings.
 5. Anchor panels as indicated on shop drawings.
 6. Apply elastomeric sealant to perimeter of exterior panel surfaces.
- C. Installation of Gutters and Downspouts:
1. Install gutters and downspouts as indicated on shop drawings.
 2. Connect downspouts to foundation drainage system boots.
 3. Install leaf screens at downspout locations.
- D. Installation of Accessories:
1. Install other weather tight accessories with sealant in accordance with manufacturers written instructions.
- E. Installation of Lightning Arrest System:
1. Install lightning arrest system per instructions of system manufacturer. Provide a leak proof seal at all roof penetrations. Test system for effective performance and certify it's conformance to manufacturers standards.
- F. Painting
1. Comply with section 09900 requirements and the construction documents.
- G. Installation of Accessories:
1. Install expansion and isolation joint filler and sealant as per drawings. Install flush and even with pavers to be installed by Owner. Coordinate the work with the work of the Owner.

3.4 COMPLETION

- A. Adjusting and Cleaning:

1. Touch-up painted finishes.
2. Touch-up factory painted surfaces as recommended by manufacturer.
3. Clean roof panels, gutters, and accessories.
4. Wash panels and components exposed to view.
5. Clean up site and remove all tools, debris, and other items not required as extra stock.
Comply with closeout section and other requirements of the construction documents.

END OF SECTION

AGENDA ITEM NO. 8.1
Meeting Date: September 7, 1995
Metro Council Regular Meeting

Ordinance No. 95-614
First Reading

**Ordinance No. 95-614, Amending the FY 1995-96 Budget and Appropriations
Schedule for the Purpose of Transferring Appropriations to Fund Back
Ordered Capital Expenditures Related to the Regional Governmental
Information Exchange (REGGIE) Network, and Declaring and Emergency.**

BEFORE THE METRO COUNCIL

AN ORDINANCE AMENDING THE FY 1995-96)	ORDINANCE NO. 95-614
BUDGET AND APPROPRIATIONS)	
SCHEDULE FOR THE PURPOSE OF)	Introduced by Mike Burton
TRANSFERRING APPROPRIATIONS TO)	Executive Officer
FUND BACK ORDERED CAPITAL)	
EXPENDITURES RELATED TO THE)	
REGIONAL GOVERNMENT INFORMATION)	
EXCHANGE (REGGIE) NETWORK; AND)	
DECLARING AN EMERGENCY)	

WHEREAS, The Metro Council has reviewed and considered the need to transfer appropriations with the FY 1995-96 Budget; and

WHEREAS, The need for a transfer of appropriation has been justified; and

WHEREAS, Adequate funds exist for other identified needs; now, therefore,

THE METRO COUNCIL ORDAINS AS FOLLOWS;

1. That the FY 1995-96 Budget and Schedule of Appropriations are hereby amended as shown in the column titled "Revision" of Exhibits A and B to this Ordinance for the purposes of transferring \$22,000 from materials and services to capital outlay in the Planning Fund to provide appropriation authority for the payment of back ordered capital expenditures related to the Regional Government Information Exchange (REGGIE) network, and

2. This Ordinance being necessary for the immediate preservation of the public health, safety or welfare of the Metro area in order to meet obligations and comply with Oregon Budget Law, an emergency is declared to exist, and this Ordinance takes effect upon passage.

ADOPTED by the Metro Council this ____ day of _____, 1995.

J. Ruth McFarland, Presiding Officer

ATTEST:

Approved as to Form:

Recording Secretary

Daniel B. Cooper, General Counsel

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**Exhibit A
Ordinance No. 95-614**

FISCAL YEAR 1995-96		CURRENT BUDGET		REVISION		PROPOSED BUDGET	
ACCT #	DESCRIPTION	FTE	AMOUNT	FTE	AMOUNT	FTE	AMOUNT
Planning Fund							
Total Personal Services		82.90	5,006,795	0.00	0	82.90	5,006,795
Materials & Services							
521100	Office Supplies		49,144		0		49,144
521110	Computer Software		69,600		0		69,600
521111	Computer Supplies		9,000		0		9,000
521240	Graphics/Reprographic Supplies		38,200		0		38,200
521260	Printing Supplies		2,000		0		2,000
521310	Subscriptions		5,539		0		5,539
521320	Dues		8,546		0		8,546
524110	Accounting & Auditing Services		5,000		0		5,000
524190	Misc. Professional Services		2,582,488		0		2,582,488
525640	Maint. & Repairs Services-Equipment		82,800		0		82,800
525710	Equipment Rental		11,000		0		11,000
525740	Capital Leases (FY 92)		276,750		0		276,750
526200	Ads & Legal Notices		37,800		0		37,800
526310	Printing Services		276,200		0		276,200
526320	Typesetting & Reprographics Services		64,000		0		64,000
526410	Telephone		19,500		0		19,500
526420	Postage		160,689		0		160,689
526440	Delivery Services		11,200		0		11,200
526500	Travel		50,560		0		50,560
526510	Mileage Reimbursement		2,900		0		2,900
526700	Temporary Help Services		28,800		0		28,800
526800	Training, Tuition, Conferences		52,220		0		52,220
528100	License, Permits, Payments to Other Agencies		11,355,261		(22,000)		11,333,261
529500	Meetings		33,211		0		33,211
529800	Miscellaneous		750		0		750
Total Materials & Services			15,233,158		(22,000)		15,211,158
Capital Outlay							
571500	Purchases-Office Furniture & Equipment		47,300		22,000		69,300
Total Capital Outlay			47,300		22,000		69,300
Total Interfund Transfers			1,883,587		0		1,883,587
Contingency and Unappropriated Balance							
599999	Contingency		725,417		0		725,417
Total Contingency and Unappropriated Balance			725,417		0		725,417
TOTAL REQUIREMENTS		82.90	22,896,257	0.00	0	82.90	22,896,257

Exhibit B
Ordinance No. 95-xxx
FY 1995-96 SCHEDULE OF APPROPRIATIONS

	Current Appropriation	Revision	Proposed Appropriation
PLANNING FUND			
Personal Services	5,006,795	0	5,006,795
Materials & Services	15,233,158	(22,000)	15,211,158
Capital Outlay	47,300	22,000	69,300
Interfund Transfers	1,883,587	0	1,883,587
Contingency	725,417	0	725,417
Total Fund Requirements	\$22,896,257	\$0	\$22,896,257

All Other Appropriations Remain As Previously Adopted

STAFF REPORT

IN CONSIDERATION OF ORDINANCE NO. 95-614 AMENDING THE FY 1995-96 BUDGET AND APPROPRIATIONS FOR THE PURPOSE OF TRANSFERRING APPROPRIATIONS TO FUND BACK ORDERED CAPITAL EXPENDITURES RELATED TO THE REGIONAL GOVERNMENT INFORMATION EXCHANGE (REGGIE) NETWORK; AND DECLARING AN EMERGENCY

Date: August 16, 1995

Presented by: Terry Allan

FACTUAL BACKGROUND AND ANALYSIS

This ordinance provides the necessary appropriation authority for the Transportation Department to make payment on a shipment of equipment that was purchased as part of the original REGGIE procurement. The Council authorized the REGGIE purchase in FY 1994-95 through Ordinance No. 95-606 and the companion Resolution No. 95-2154.

The REGGIE equipment was purchased in FY 1994-95. However, it was necessary to back order a shipment of communication routers. The back-ordered shipment was not received prior to the end of FY 1994-95, and payment will now be made and charged against the Department's FY 1995-96 budget.

This action carries forward the appropriation authority for this shipment from FY 1994-95 to the current fiscal year by transferring of \$22,000 of existing materials & services appropriation in the Planning Fund to capital outlay to pay for the back ordered communications routers. The overall spending authority for the department remains unchanged.

EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends adoption of Ordinance No. 95-614, transferring \$22,000 from the Planning Fund materials & services appropriation to capital outlay.

AGENDA ITEM NO. 9.1
Meeting Date: September 7, 1995
Metro Council Regular Meeting

Ordinance No. 95-609A
Second Reading

**Ordinance No. 95-609A, Relating to Doing Business with Metro Officials,
Amending the Metro Code, and Declaring an Emergency.**

REGIONAL FACILITIES COMMITTEE REPORT

CONSIDERATION OF ORDINANCE NO. 95-609A, RELATING TO DOING BUSINESS WITH METRO OFFICIALS, AMENDING THE METRO CODE, AND DECLARING AN EMERGENCY

Date: August 8, 1995

Presented by: Councilor Washington

COMMITTEE RECOMMENDATION: At its August 8 meeting, the Committee voted unanimously (3-0) to recommend Council adoption of Ordinance No. 95-609A. Present and voting in favor: Councilors McCaig, Morissette and Washington.

COMMITTEE ISSUES/DISCUSSION: Dan Cooper, Metro General Counsel, presented the staff report. Mr. Cooper stated that at the direction of the Committee he had revised and narrowed the ordinance to include, among other things, Metro officials who had official responsibility over a Metro matter and several new terms and their definitions.

In response to a question from Councilor McCaig, Mr. Cooper stated that current law already governs the actions of elected officials including the use of their official status to benefit from real estate transactions. At Councilor McCaig's request, Mr. Cooper agreed to provide each councilor with a copy of the current law in this area.

In response to a question from Councilor Washington, Mr. Cooper stated that current Metro officials are not affected by this ordinance, but it would affect any Metro official who takes office or is reelected or re-appointed to an office after the effective date of this ordinance.

BEFORE THE METRO COUNCIL

RELATING TO DOING BUSINESS WITH) ORDINANCE NO. 95-609A
METRO OFFICIALS, AMENDING)
THE METRO CODE, AND DECLARING AN) Introduced by
EMERGENCY) Councilor Ed Washington

THE METRO COUNCIL ORDAINS AS FOLLOWS:

Section 1. A new Section 2.04.025 entitled "Prohibition Against Doing Business With Certain Former Metro Officials" is hereby added to the Metro Code.

Section 2.04.025 Prohibition Against Doing Business With Certain Former Metro Officials

(a) Except as provided for in subsection (d) below, Metro may not do business with any Metro official while the official is in office or within one year after the Metro official ceases to be a Metro official if the official had authority to exercise official responsibility in the matter. Any contract entered into in violation of this provision is void.

(b) Metro officials shall be deemed to have authority to exercise official responsibility as follows:

Elected officials have authority to exercise official responsibility over any Metro matter. Appointed commissioners have authority over any matter over which the relevant commission has jurisdiction. Department directors have authority over any matter related to the department they administer.

(c) Definitions: For the purpose of this section undefined terms used herein shall be construed as defined in ORS chapter 244; the following terms shall have the following meaning:

- (1) "Business" means any corporation, partnership, proprietorship, firm, enterprise, franchise, association, organization, self-employed individual and any other legal entity operated for economic gain but excluding any income-producing not-for-profit corporation that is tax exempt under section 501(c) of the Internal Revenue Code with which a public official is associated in a nonremunerative capacity.
- (2) "Business with which the Metro official is associated" means any business of which the person or the person's relative is a director, officer, owner or employee, or agent or any corporation in which the person or the person's relative owns or has owned stock worth \$1,000 or more at any point in the preceding calendar year.
- (3) "Department director" means any person employed by Metro in a position on a permanent basis which is subject to appointment by the executive officer and confirmation by the Metro council.
- (4) "Doing business" means entering into a direct contractual relationship with a business with which the Metro official is associated.
- (5) "Elected official" means any person elected or appointed as a member of the Metro council, the executive officer, or the auditor.
- (6) "Metro" means all of Metro including any department or branch of Metro including any Metro commission.
- (7) "Metro commissioner" means any person appointed to a position on a commission created pursuant to an ordinance adopted by the Metro

council whose appointment is subject to confirmation by the Metro council.

(8) "Metro official" means any department director, elected official or Metro commissioner.

(d) Upon the request of the executive officer or a Metro commission, the council may waive the effect of the prohibition contained in subsection (a) upon making written findings that:

- (1) It is in the best interests of Metro to do business with the Metro official.
- (2) The Metro official took no action while in office that directly related to the preparation of the terms and conditions in the contract documents that may give an appearance of impropriety or favoritism.
- (3) Other factors exist which are explicitly found by the council to benefit Metro that outweigh the policy considerations of ensuring that no appearance of favoritism exists in the award of Metro contracts.

(e) This section applies only to Metro officials who first take office or are re-elected or re-appointed to an office after the effective date of this ordinance. This section shall not be construed to permit any activity that is otherwise prohibited by any other statute, rule, ordinance, or other law.

Section 2. This Ordinance being necessary for the health, safety, or welfare of the Metro area, for the reason that in order to avoid any question regarding the integrity of

Metro or its officials, an emergency is declared to exist and the Ordinance takes effect upon passage.


ADOPTED by the Metro Council this ____ day of _____, 1995.

J. Ruth McFarland, Presiding Officer

ATTEST:

Approved as to Form:

Recording Secretary



Daniel B. Cooper, General Counsel

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METRO

Executive Officer recommendations to the Metro Council

- Since 1992 Metro has led the region in land-use planning -- indeed the nation.
- Must move to implement the growth concept as soon as possible. Two main reasons why:
 1. Rate of growth
 - 110,000 additional people are living in the four-county area
 - 75 additional people per day
 2. Passage of HB 2709
 - would add 26,000 acres to the UGB if it were amended under currently adopted plans and policies.
- Must implement land-use elements of growth concept early
 - adopt urban reserves
 - 2015 urban growth boundary
- Must make comprehensive changes in the way growth is managed inside the boundary
- Three key decisions I recommend:
 1. The Council should adopt official population, housing and employment forecasts
 2. The Council should adopt a housing needs analysis, as required by state law
 3. The Council should adopt the official buildable land inventory for the region
- Next step is taking these identified needs and finding a way to respond to them using the land that is currently available. How?
 - Increase in the permitted density on existing residential land
 - Financial incentives for higher density housing
 - Provisions permitting additional density beyond that generally allowed in the zoning district in exchange for amenities and features provided by the developer

- Removal or easing of approval standards or procedures
 - Minimum density ranges
 - Redevelopment and infill strategies
 - Authorization of housing types not previously allowed by the plan or regulations
 - Adoption of an average residential density standard
 - Reduce average lot size from 8,000 square feet to 6,000 square feet
 - Increase the number of "town house" types of developments
 - Multifamily residential densities
 - Mixed use development
 - 70% of existing neighborhoods will remain relatively unchanged
- I am greatly encouraged by the market trends toward "2040" types of developments already occurring in every corner of the region
 - Current examples
 - Pac Trust's Orenco Plan - master planned mixed use community; prime example of public/private/government partnership
 - Gresham Civic Neighborhood - this area being redeveloped using a combination of private and public investment; focuses on pedestrian development around transit center
 - Hillsboro - Station community planning that sets new design standards that focus on areas around transit stations
 - Portland - City Life project includes 18 residences of different types on one city block
 - My goal for UGB expansion
 - I had hoped for no expansion of the urban growth boundary. Certainly under the previous growth forecast (1990 census data) this was a conceivable option
 - I want that expansion to be as minimal as possible

- Several real factors, however, cloud those assumptions:
 - the length of time to fully implement 2040
 - the aspects of "under build" in the region
 - farm assessed property within the UGB
- Local governments are here to tell you that they are, in many cases, already implementing aspects of 2040
- But its unrealistic that all jurisdictions can make necessary code or zone changes through the comprehensive plan processes overnight
- Under build -- how one counts what is actually buildable -- is highly debatable. Some land simply cannot be developed
- Farm-assessed properties
 - approximately 13,000 acres presently within UGB are farmlands
 - could be accounted for as "buildable"
 - when they become actually available is another question
- I believe we can realistically achieve our goals
 - expansion of UGB by 4,000 - 9,000 acres
 - the addition of no more than 2 - 4 percent to the boundary
- A 2 - 4 percent expansion represents enough land to accommodate an increased population base to 2015
- Won't be easy to do. Other communities have had a hard time accommodating growth
 - Phoenix, Arizona - land consumption 1 acre per hour
 - Chicago - no net increase in population but size of city increased 40 percent
 - In our region we have been consuming about 1,000 acres a year
- While numbers tend to dominate discussion, concepts should drive debate
- I fully expect to begin implementing the land-use elements of the 2040 growth concept in six months
- In a few month I hope to have a list that includes measures to reduce UGB expansion from every local government in this region
- Once Council has determined UGB expansion, then determine number of acres to be added as urban reserves

- Serving some of those areas for urban use is much more costly than others. Some may be less suitable for urbanization than we had believed
- Additional urban reserve study areas should be designated -- and some that we thought were appropriate may need to be taken off the list
- We may have to re-examine areas as we learn more about costs of urbanizing
- Land use and transportation decisions inextricably linked
 - light rail near centers and corridors
 - truck and freight access to industrial areas
 - move around safely in neighborhoods
- Need to invest in our transportation system to support 2040
- Once we decide on specific areas, they should not be annexed until they have undergone thorough master planning for land use and transportation mobility
- Clearly expansion on farm and forest land must be avoided if at all possible
- **Region 2040 should be standard by which all regional decisions are made - very important**
- We have many tools to use for early implementation of 2040
 - transportation systems for efficient use of land
 - open space funds passed by the voters must complement the goals of 2040
- In summary, my four specific recommendations:
 1. Adopt growth concept and RUGGOs
 2. Establish process for adoption of population forecasts, housing and buildable lands inventory
 3. Develop list of measures to ensure we've done our absolute best to limit expansion of the urban growth boundary
 4. Adopt urban reserves and amend urban growth boundary
- Work done over the years by Council, local governments and citizens has brought us far
- What stands before this Council and this region is a clear choice... we fiercely fight to protect what makes this place so unique



METRO

OVERVIEW OF HB 2709

Requires provision of 20 year supply of buildable land within urban growth boundary (UGB) at next periodic review.

Clarifies buildable land includes both vacant and developed land likely to be redeveloped.

Requires inventory of supply of buildable land and analysis of needed housing by type and density.

Requires a local government (or in this case Metro) that finds it does not have sufficient buildable land for 20 years based on immediate past experience:

- to amend UGB to include sufficient buildable land; or
- amend comprehensive plan, functional plan or land use regulations to include measures to increase likelihood that the land supply will be sufficient; or
- adopt a combination of these two measures.

Provides examples of actions or measures, such as:

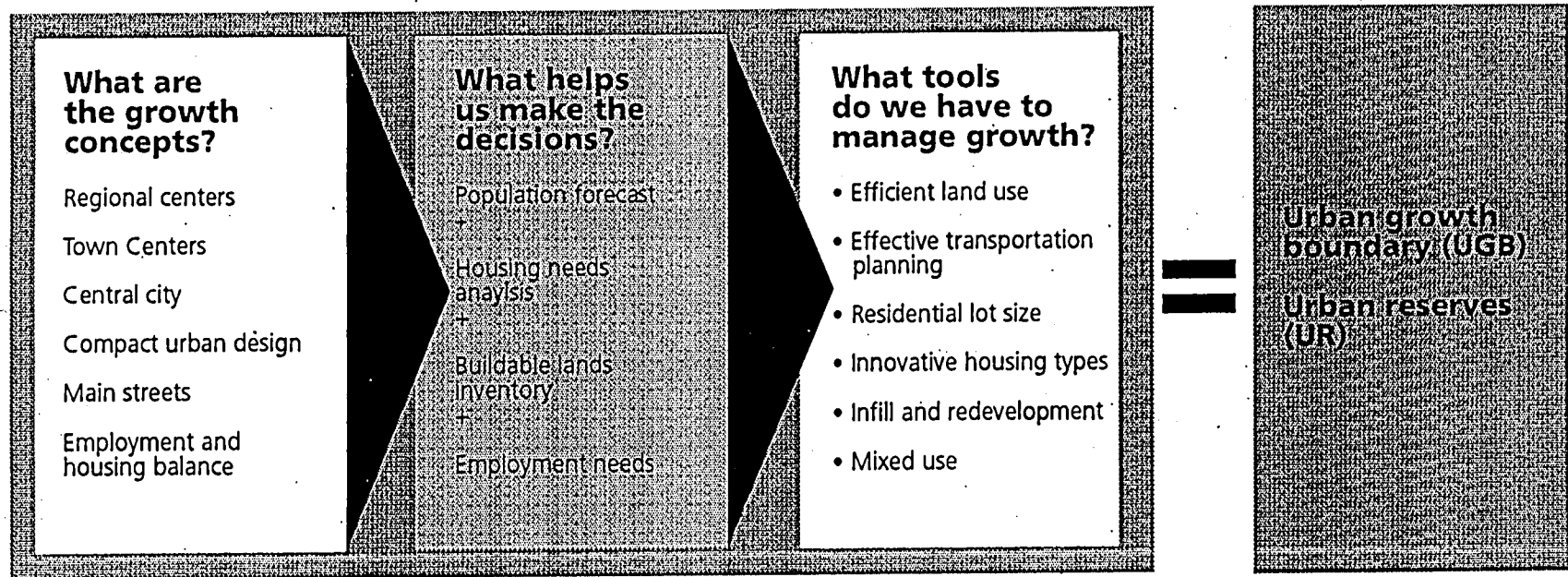
- Increases in the permitted density on existing residential land;
- Financial incentives for higher density housing;
- Provisions permitting additional density beyond that generally allowed in the zoning district in exchange for amenities and features provided by the developer;
- Removal or easing of approval standards or procedures;
- Minimum density ranges;
- Redevelopment and infill strategies;
- Authorization of housing types not previously allowed by the plan or regulations; and
- Adoption of an average residential density standard.

Provides priorities for including land in UGB if insufficient land available, starting with urban reserves. If reserves are inadequate, then land adjacent to UGB acknowledged in comprehensive plan as exception or non-resource. Then, marginal land followed by ag-forest, or both.

Requires coordinating body to establish and maintain population forecast for entire area within its boundary.

"Right to farm" continues to exist if farm land incorporated into UGB until a change to a nonfarm use.

How we manage growth



This chart illustrates the relationship of the tools we use to manage growth and make decisions about the size of the urban growth boundary. A major change in any one of these tools or policies means altering the entire dynamic of the process. Changes will result in adjustments to the urban growth boundary and urban reserves.



METRO

40 Ways to Implement the Metro 2040 Growth Concept

We could consider the following measures consistent with our primary goal of maintaining our overall quality of life- including conservation of natural areas, maintaining a healthy economy and protection of water and air quality:

REZONING

Infill

1. Revise maximum densities in critical areas to allow infill at 2040 densities - such as the city center, regional centers, town centers, transit station communities, corridors, mainstreets, employment centers.
2. Establish minimum density standards in regional centers, town centers, corridors, mainstreets, transit station communities, employment centers.
3. Amend existing zoning to allow mixed use development and providing the opportunity for a mix of residential, retail and office uses in regional centers, town centers, corridors, mainstreets, transit station communities, employment centers.
4. Alter existing commercial district zoning in corridors to allow row house densities. (Example: Perhaps a maximum of 15-18 units/net acre, a minimum of 11 units/net acre and no minimum lot size).
5. Allow attached accessory units ("add-a rental") in single family zones (Example: An add-a-rental unit would be allowed to be added to an existing single family home or built as part of a new single family house provided the structure must continue to look like a single family home. Perhaps a maximum of 1 per block would be allowed to insure that neighborhood character is not significantly changed.)
6. Identify key parcels for infill/redevelopment in centers, mainstreets and develop a strategy for redevelopment.
7. Analyze and prepare land assembly proposals. Identify partially developed land with a vacant component that can reach higher land use efficiencies if assembled with other land.

Vacant land

8. Revise maximum densities to allow development at 2040 densities. Establish minimum densities.

REGULATORY REFORMS

9. Find ways to reduce the time needed for project review and streamline the review process. (Example: have third parties audit your process and make suggestions)

10. Coordinate with other communities to increase consistency between zoning terms, provisions and process. (Example: have zoning officials from one community attend actual zoning meetings of another community)

11. Organize regulations so that conflicts between regulations of other levels of government are reduced or eliminated.

12. Identify optional zoning regulations for centers, corridors, mainstreets, station areas and employment areas which encourage 2040 Growth Concept development and relax traditional standards (setbacks or use restrictions, etc.)

REDUCING UNDERBUILD

Parking Standards

13. Rethink, revise and reduce minimum parking standards in centers, station areas and mainstreets. Establish minimum standards that reflect average demand, rather than peak demand. Allow some areas to have no minimum parking requirement, especially areas with shared parking resources. Reduce off street parking requirements in residential areas to average demand.

14. Establish maximum parking standards.

15. Allow and encourage shared parking facilities.

16. Encourage on-street parking and allow it to be counted towards the minimum parking requirement.

Density Transfer

17. Change zoning so that average density standards are used for all vacant residentially zoned lands. (Example: the zoning has no minimum lot size, rather has average number of units per acre. This will allow development to avoid wetlands, etc. while still holding to the stated density.)

18. Set average density standards a little higher than actual goal to ensure that underbuild is accounted for. (Example: Rezone vacant residential lands 20 percent higher than needed to achieve the target densities due to any reductions that may occur on any one particular parcel.)
19. Allow additional density beyond that generally allowed in the zoning district in exchange for amenities or features provided by the developer over and above those required.
20. Allow developers to offset development of isolated wetlands when other wetlands or riparian areas can be acquired or created as part of a larger connected watershed system.
21. Permit the transfer of density to offsite locations for lands located in floodplains, wetlands, steep slopes or other similar site limiting natural conditions and already zoned for urban uses.

2040 DESIGN

22. Reduce street widths for residential streets and some arterials serving mainstreets, town centers and regional centers.
23. Develop master street plans that provide many connections. (Example: look at ways to establish 8-10 through streets per mile)
24. Allow for oversize corner lots to occasionally be permitted for duplexes, consistent with the design of other homes in the neighborhood.
25. Link neighborhoods and downtowns; create a pedestrian, bicycle and transit friendly system that will provide a viable alternative to single occupancy vehicle transportation and reduce the need for parking spaces.
26. Keep neighborhoods open to bike and pedestrian connections where streets do not go through.
27. Identify ways to encourage the siting large retail centers in centers, station areas, main streets and corridors.
28. Change zoning to encourage the siting new office in centers, station areas, main streets and corridors.

INCENTIVES

29. Establish criteria for fee or system development charge reductions for development at planned densities in 2040 centers, mainstreets and station areas.

30. Establish shared parking facilities (lots or structures) in centers, mainstreets and corridors.
31. Establish a revolving fund for low interest loans for infrastructure or other development related costs.

PRIVATE SECTOR ACTIONS

(these will be developed by the Metro 2040 Means Business Committee, a committee of business leaders in the region advising Mike Burton, Metro Executive Officer)

OTHER

32. Review level-of-service policies concerning congestion on streets within centers and mainstreets. Consider lower levels of service as acceptable where high levels of transit and good pedestrian and bicycle networks are established.
33. Consider regional time-of-day road pricing, air/water and noise emission fees while commensurately reducing other taxes (such as transit payroll tax, portion of state gas tax, transportation related property taxes, etc.)
34. Identify barriers to expansion of private transit service and consider reducing or revoking them.
35. Consider shifting transit subsidies from supplier-based capital grants to user-based vouchers.
36. Determine the true-cost user fees for public services and consider transition to this method of financing.
37. Identify all vacant and redevelopable lands in the community and make this data readily available to the development community. Track any tax exempt properties withheld from the vacant or redevelopable land supply, add those back in when local knowledge allows.
38. Establish local methods to coordinate public involvement on 2040 implementation.
39. Integrate 2040 messages into city, county, special district and community newsletters.
40. Share your best ideas with your colleagues in the region - encourage them to try it.



CLACKAMAS COUNTY

Board of Commissioners

September 6, 1995

The Honorable Mike Burton
Metro
600 NE Grand Avenue
Portland, OR 97232

JUDIE HAMMERSTAD
CHAIR

DARLENE HOOLEY
COMMISSIONER

ED LINQUIST
COMMISSIONER

MICHAEL F. SWANSON
CHIEF EXECUTIVE OFFICER

Dear Mike:

Thank you very much for faxing me your recommendations to the Metro Council regarding the 2040 growth concept.

You make some very good points, and conceptually, Clackamas County Board of Commissioners supports your position. As I mentioned in our phone conversation of September 5, our reluctance to be completely supportive is due to our uncertainty about the requirements of Clackamas County and specifically the work plan of our planning department and the effect on our citizens in order to accomplish the measures that will be necessary to reduce an Urban Growth Boundary expansion.

Clackamas County has many old neighborhoods which could be defined as "under built". You seem to recognize that not all of this land can be redeveloped, but certainly in order to accomplish the 20 year land supply some will need to be densified. As you pointed out, Clackamas County has more "under built" land than exists in other areas.

We are requesting that you and John Fregonese meet with this Board and our key planning personnel so that we may be fully apprised and understand what our obligations and responsibilities will be. Please understand that we, too, support a small but reasonable expansion of the Urban Growth Boundary, and preservation of productive farm and forest land. We also agree with you that a master planning for land use and transportation mobility must occur, that public sites must be identified, and open spaces protected. We simply do not want to be placed in the position of prematurely supporting a plan that may be impossible for us to implement, and which would therefore lead our citizens and the Metro Council to believe that we were in total support of decisions that we then could not abide by. Please contact Terry Ferrucci at 650-3501 to schedule a meeting.

We look forward to meeting with you, to working with you and to being a part of the regional solution. We simply need to know what that means for this County since we will be asked to make major changes in our current land use.

Sincerely,

A handwritten signature in cursive script that reads "Judie Hammerstad".

JUDIE HAMMERSTAD, CHAIR

JH/dh

cc: Metro Council

7

SEPTEMBER 7, 1995

TO METRO COUNCIL:

FROM: EDITH MARTIN
DOUGLAS MARTIN
DEBORAH S. DALENBERG

OWNERS OF PROPERTY AT 24420 S.E. HOFFMEISTER ROAD
BORING, OREGON 97009

MAILING ADDRESS: 7307 S..E. 133RD PLACE, PORTLAND, OREGON 97236

THIS IS A FORMAL REQUEST THAT OUR PROPERTY AND THE ADJACENT LANDS HERE IN THE DAMASCUS/BORING AREA THAT YOU HAVE BEEN STUDYING BE RETAINED IN THE URBAN RESERVE LAND DESIGNATION. WE ARE REQUESTING THIS FOR THE FOLLOWING REASONS:

1. AS YOUR STUDIES HAVE DISCOVERED ,**MUCH OF THE LAND IN THE DAMASCUS /BORING AREA IS NO LONGER ADEQUATE QUALITY SOIL FOR FARMING.** OUR LAND IS A PRIME EXAMPLE OF THAT. WE HAVE 20 ACRES AND MOST OF IT IS CLASS 4 SOIL WITH A LITTLE OF IT BEING CLASS 2. DRAINAGE IS POOR THEREFORE THE CROPS THAT THIS SOIL WILL SUPPORT ARE SEVERELY LIMITED.

2.**IT IS NO LONGER ECONOMICALLY FEASIBLE TO FARM THIS LAND.**

CASE IN POINT: AT THE PRESENT TIME I LEASE MY PROPERTY TO A FARMER FOR NURSERY STOCK. I RECEIVE \$3000 RENT FOR THE YEAR. MY PAYMENT ON THE LAND IS \$1415.84 PER MONTH.(QUITE A DISCREPANCY.) THE LEASE ENDS IN 18 MONTHS AND THE FARMER IS ALREADY TRYING TO NEGOTIATE THE LEASE LOWER BECAUSE OF THE POOR SOIL CONDITIONS. WE ARE NOT ALLOWED A WELL FOR IRRIGATION AND WE CAN'T GET CITY WATER FOR THAT PURPOSE. THIS MAKES DRY LAND FARMING HIS ONLY OPTION AND SEVERELY LIMITS HIS CROP. MANY OF HIS PLANTS ARE STUNTED AND OTHERS GET ROOT ROT BECAUSE OF THE DRAINAGE PROBLEM IN THE WET WEATHER.

3. **THERE ARE ALREADY MANY SUBDIVISIONS AND 5 ACRE PARCELS IN THE AREA** SO IT WOULD NOT BE A NEW USE OF LAND. AS A MATTER OF FACT, ON THE LAND SEPARATING MY LAND FROM HIGHWAY 212, THERE IS A SUBDIVISION. PRESENTLY THERE IS NO RHYME OR REASON THE WAY THE EFU HOPSCOTCHES THROUGH THE AREA EXCEPT FOR THE FACT THAT IF YOU WANT A HORSE OR WANT TO RAISE A FEW ARBOR VITA SHRUBS, YOU CAN GET

AN EFU TAX DEFERRAL. ENCLOSED IS A MAP. YOU WILL NOTICE MY LAND IS SURROUNDED BY SUBDIVISIONS AND LOTS WITH HOUSES OF VARYING SIZES. IT IS ALREADY OF URBAN DENSITY IN MANY OF THE SURROUNDING PLOTS

4. MY PROPERTY IS WITHIN 2 BLOCKS OF A MAJOR ARTERIAL (242) WHICH RUNS INTO GRESHAM. THIS IS IMPORTANT WITH THE COMING OF LSI LOGIC AND THE EXPANSION OF FUJITSU. ONE OF YOUR GOALS IS TO HAVE PEOPLE LIVE CLOSE TO THEIR EMPLOYMENT. THIS LAND IS CLOSE TO GRESHAM AND THE NEW EMPLOYERS OF SEVERAL THOUSAND PEOPLE.

5. HOUSING NEEDS ARE AND WILL INCREASE IN THE GRESHAM, BORING, AND DAMASCUS REGION AS THE SEMI CONDUCTOR INDUSTRY EXPANDS ON THE EAST SIDE. I HAVE LIVED WITHIN 10 MILES OF DAMASCUS AND BORING ALL OF MY LIFE AND HAVE ALWAYS BEEN PROUD OF OUR SIDE OF TOWN. THE 2040 PLAN IS OUR CHANCE TO SEE EQUAL RECOGNITION FOR OUR SIDE OF TOWN. BEAVERTON, TUALATIN AND HILLSBORO HAVE SEEN ENOUGH ECONOMIC GROWTH. WE NEED THE GROWTH AND SO NEED TO PROVIDE HOUSING.

6. I WANT THE OPPORTUNITY TO BUILD A HOUSE ON MY LAND . PRESENTLY I AM DENIED THAT RIGHT. THE REASON I AM BEING DENIED THAT RIGHT IS BECAUSE I CAN NOT BUILD A HOUSE ON MY LAND UNTIL I GENERATE \$32,500 IN INCOME FROM THE SALE OF FARM PRODUCTS FOR 2 OUT OF 5 YEARS. I CAN NOT FARM THE LAND IF I DON'T LIVE THERE ,SO I AM RUNNING IN A VICIOUS CIRCLE - I RENT THE LAND FOR A LITTLE LESS THAN TWO MONTH' S WORTH OF MY PAYMENTS AND I CAN'T FARM IT MYSELF BECAUSE I CAN'T LIVE THERE, PLUS THE FACT THAT THE LAND WILL NOT PRODUCE \$32,500 WORTH OF CROP REVENUE BECAUSE OF THE POOR SOIL. WHAT A DILEMA !!! IT IS TIME FOR A NEW LAND-USE DESIGNATION(URBAN RESERVE)OR BETTER YET "URBAN GROWTH". PRIVATE LANDOWNERS SHOULD NOT BE PENALIZED WHEN THEIR LAND IS NO LONGER SUITABLE FOR FARMING AND WE SHOULD NOT BE THE ONES TO SUBSIDIZE THE FEW LARGE NURSERYMEN IN THE AREA WHO BASICALLY STEAL OUR LAND AT SUCH A LOW RENT THAT HOLDING OUR LAND BECOMES INCREASINGLY AN ECONOMIC HARDSHIP.

7. HIGH DENSITY IS NOT ALWAYS THE ANSWER. TOO CLOSE PROXIMITY OF NEIGHBORS BREEDS STRIFE AND CRIME AS WAS RECENTLY SEEN WHEN A TENANT FRUSTRATED BY NOISE SHOT THE OFFENDING ADULTS AND THEN TOOK HIS OWN LIFE. IT CAN ALSO BE

SEEN HERE IN BORING AND DAMASCUS AS PEOPLE BUY ONE ACRE AND FIVE ACRE PARCELS SO THAT THEY CAN HAVE SOME PRIVACY.

8. MY PROPERTY IS JUST A SHORT DISTANCE FROM ONE OF YOUR DESIGNATED "TOWNCENTERS". IT WOULD LOGICALLY FEED PEOPLE TO THE DAMASCUS CENTER OR THE GRESHAM CITY CENTER.
9. FINALLY, EVEN WITH URBAN RESERVE DESIGNATION, THE PROFITABLE FARMERS CAN KEEP FARMING AS LONG AS THEY FIND IT ECONOMICALLY FEASIBLE. WHEN THAT IS NO LONGER A VIABLE OPTION, THEY SHOULD BE ALLOWED TO DEVELOP THEIR LAND. THIS HAS BEEN HAPPENING IN THE DAMASCUS/BORING AREA .
PLEASE LET OUR LAND HAVE A FUTURE BY DESIGNATING MY LAND AND LAND AROUND US, "URBAN RESERVES OR EVEN BETTER THE URBAN GROWTH AREA."

THANK YOU,

Edith Martin

Doug Martin

Deb Dalenberg

RESOLUTION NO. 37-1995

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, SUPPORTING EARLY IMPLEMENTATION OF THE REGION 2040 PLAN.

WHEREAS, the Metro region is experiencing rapid population growth, with a need to accommodate an anticipated 700,000 by the year 2015; and

WHEREAS, recent passage of House Bill 2709 by the Oregon Legislature increases the need and urgency to identify areas of growth inside the urban growth boundary; and

WHEREAS, later implementation of the 2040 Plan may mean that low density growth patterns will consume land slated for more compact development, resulting in lost opportunities; and

WHEREAS, citizens from throughout the region, responding to Metro's broad public outreach program, strongly supported less future development in a low density residential pattern, a tight urban growth boundary and new directions in transportation; and

WHEREAS, through early Transportation Planning Rule implementation, Council Goal direction consistent with the 2040 Urban Growth Concept Map, upcoming City work programs, and participation in the south/North Light Rail study, the City is implementing features of the 2040 Plan; and

WHEREAS, the region benefits from maintaining a tight urban growth boundary because it minimizes the need for new infrastructure and affords opportunity for economic revitalization with Milwaukie's City Limits; and

WHEREAS, the Metro Executive Officer will issue recommendations regarding the urban growth boundary and interim measures to implement the 2040 Plan; and

WHEREAS, the City can demonstrate activities, policies, and existing infrastructure to support rapid implementation of the 2040 Plan and for keeping the urban growth boundary tight;

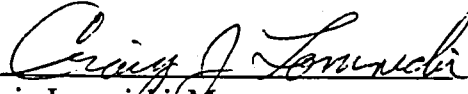
NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Milwaukie, Oregon expresses its support for early regional implementation of the 2040 Plan.

RESOLUTION NO. 37-1995

Page 2


BE IT FURTHER RESOLVED that the City expresses its willingness to work with Metro and other jurisdictions to make the 2040 Plan early implementation a success.

Introduced and adopted by the City Council of the City of Milwaukie, Oregon on September 5, 1995.



Craig Lomnicki, Mayor

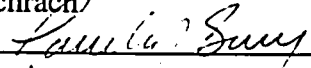
ATTEST:



Pat DuVal, City Recorder

APPROVED AS TO FORM:

O'Donnell, Ramis, Crew, Corrigan &
Bachrach



City Attorney

RESOLUTION NO.

Support early implementation of the Region 2040 Plan and continuation of the current urban growth boundary. (Resolution)

WHEREAS, the Council has adopted Resolution 35325, which supported the major elements of the Recommended Alternative for Region 2040; and

WHEREAS, slower implementation of the 2040 Plan may mean that low density growth patterns will consume land slated for more compact development, which results in sprawl; and

WHEREAS, the passage of House Bill 2709 by the Oregon Legislature increases the need to identify areas of growth inside the urban growth boundary; and

WHEREAS, citizens from throughout the region, responding to Metro's broad public outreach program, strongly supported less sprawl, a tighter urban growth boundary and new directions in transportation; and

WHEREAS, Future Focus, the City's strategic plan, identifies a number of goals related to managing regional growth, including implementing alternatives to the automobile, the Central City as a vibrant regional core, affordable housing, energy conservation, and healthy and vigorous neighborhoods; and

WHEREAS, the City benefits from maintaining the current urban growth boundary because the City's goals for a thriving core and affordable housing are better served by the current boundary rather than an expanded one; and

WHEREAS, the region benefits from maintaining the current urban growth boundary because it minimizes the need for expensive new infrastructure and maintains the green corridors and natural areas around the urban area; and

WHEREAS, the City has committed to absorbing a significant share of the region's growth by establishing and funding the Livable City Housing Council to facilitate development of fifty-thousand new housing units by 2015; and

WHEREAS, the Metro Executive Officer will issue recommendations regarding the urban growth boundary and interim measures to implement the 2040 Plan; and

WHEREAS, the City can demonstrate activities, policies, and existing infrastructure to support rapid implementation of the 2040 Plan and keeping the urban growth boundary tight;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Portland that the council expresses its support for regional implementation of the 2040 Plan through interim measures now and for maintaining the current urban growth boundary by focusing attention on appropriate locations for growth inside the boundary.

BE IT FURTHER RESOLVED, that the Council expresses its willingness to work with Metro and other jurisdictions to make the 2040 Plan early implementation a success.

Adopted by the Council

Commissioner Earl Blumenauer
Commissioner Charlie Hales
Commissioner Gretchen Kafoury
Elana Emlen
August 29, 1995

Barbara Clark
Auditor of the City of Portland
By

Deputy

Activities that add housing in the City of Portland

Increases in the permitted density on existing residential land

The City updates its comprehensive plan through the Community Planning process. There are 8 plan districts in Portland. When Community Planning started, it established the goal of increasing housing units by 45,000 over 20 years from the start of each plan. Out of the 8 districts, 3 are complete and together they are yielding 37,000 increased housing units compared to the 1980 comprehensive plan.

1. Albina Community Plan

The Albina Community Plan boosted the possible number of new units by 18,000 over the 1980 density. We all know that just because a broad area is zoned in a particular way, it will not be built to maximum density. Thus, the Albina Community Plan projected that *without* light rail, there would be 3,000 new households between 1993 and 2014 and *with* light rail, there would be 8,000 new households.

2. Outer Southeast Community Plan

The Outer Southeast Community Plan is expected to boost the number of new units possible by 5,000 units over the 1980 Comp Plan density. There had been 9,000 new units projected. The new plan projects 14,000 new units built between 1995 and 2015.

3. Southwest Community Plan

The Southwest Community Plan is still in its early stages of development. However, we anticipate that zoning may change from R7 to R5 and that there will be areas of intensification in the town centers and along main streets. There will be a large number of new households projected and increased zoned density compared to the current comp plan. It is early to make projections, but we may see housing opportunity increase by 4,000 to 20,000 units and the target production increased by 8,500 to 15,000 units.

4. Central City Plan

The Central City Plan, which was completed in 1988, created a housing target of 15,000 new housing units. Again, this is not at buildout, but was identified as an achievable target. The central city Plan included parts of Goose Hollow, the River District and North Macadam.

5. Westside Station Areas -- Goose Hollow

Upzoning in the Goose Hollow study area (150 acres) increases the *possible* number of new units by 2,080. The housing development potential in Goose Hollow is 1,425. Housing densities will range from 50 to 200 units per acre. There are four projects that are likely to come on board soon; one at 100 u/a, another at 50 u/a, a third at 200 u/a and the fourth at 150 u/a.

6. River District

The River District will develop at approximately 100 u/a. It will produce 5,500 units of new housing development by 2015, and there will likely also be redevelopment in the Pearl District and Old Town.

7. North Macadam

This area has 100 acres of redevelopment opportunity. Half of the area requires mixed use, according to today's zoning. At a *minimum* we will see 750 housing units, but planners here expect that we'll see *at least* 1,500 units. Maximum buildout can accommodate 10,000 units!

8. University District

BOP just completed a rezoning strategy, which provided additional RX zoning between 4th and 5th. It increases the likely number of housing units by 1,000.

Grand total is 37,000 unit increase over the 1980 comp plan density, and that does not include increased density in the Southwest Community Plan and the Inner Southeast Community Plan (to begin in early 1996).

Financial incentives for higher density housing

1. Existing Property Tax Abatement Programs

There are several property tax abatement programs in Portland that encourage new housing. . .

2. New Tax Abatement for Transit Oriented Development along Light Rail

The Oregon Legislature just authorized local jurisdictions to establish property tax abatements for transit oriented development along transit lines. Not established yet in Portland but will be soon...

3. Livable City Housing Council and Housing Investment Fund

Projects funded to date...

4. PDC examples

description of PDC programs

Provisions permitting additional density beyond that generally allowed in the zoning district in exchange for amenities and features provided by the developer

Removal or easing of approval standards or procedures

1. Development Review Team

One element of the City's strategy is eliminating unnecessary barriers in the development process. The Development Review Team, headed by Commissioners Hales and Kafoury, includes representatives of all City Bureaus with a role in the development process. DRT's mission is to "Oversee improvement/re-

engineering of Portland land development and building permit processes consistent with the goal of integrating the essential activities of the six separate bureaus into a well-managed and streamlined system for use by the community and City staff." The DRT has worked with specific customer groups and staff involved in permitting to identify and implement procedural, policy and code changes.

Minimum density ranges

Redevelopment and Infill Strategies

Again, this would include the work of the Livable City Housing Council, the Livable City Project, PDC, Community Planning

Authorization of housing types not previously allowed by the plan or regulations

Adoption of an average residential density standard



TESTIMONY IN SUPPORT OF 2040 IMPLEMENTATION

COUNCILOR HEATHER CHRISMAN

September 6, 1995

380 "A" AVENUE
POST OFFICE BOX 369
LAKE OSWEGO,
OREGON 97034
(503) 635-0213
FAX (503) 697-6594

ALICE L. SCHLENKER,
MAYOR

CHARLES C. (MIKE) ANDERSON,
COUNCILOR

BILL ATHERTON,
COUNCILOR

HEATHER CHRISMAN,
COUNCILOR

BILL KLAMMER,
COUNCILOR

CRAIG PROSSER,
COUNCILOR

MARY PUSKAS,
COUNCILOR

It is my pleasure to represent the Lake Oswego City Council and Mayor Schlenker, who is attending a League of Oregon Cities' Board meeting today. She sends her sincere regrets for not being available this afternoon.

Lake Oswego is no stranger to growth. We began to experience a population explosion in 1989. At that time, our city was buffeted about by citizens concern over what rapid growth was doing to our city's educational system; specifically, the school district began to redraw school boundaries and transferring children out of the neighborhood school to a different school where classroom capacity was available.

Since then, Lake Oswego has had nearly every major development challenged, appealed, and brought to the Council by citizens resisting changes to the community that more and more people bring. We believe we have been able to plan and manage our land use even with these years of pressure very successfully.

RESOLUTION 95-40

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE OSWEGO SUPPORTING THE EARLY IMPLEMENTATION OF THE REGION 2040 PLAN BY THE METRO COUNCIL.

WHEREAS, The region is experiencing pressure for more rapid population growth than had been anticipated; and,

WHEREAS, The passage of House Bill 2709 by the Oregon Legislature mandates the need to identify areas of potential availability for population growth inside the urban growth boundary, or the urban growth boundary must be moved; and,

WHEREAS, Later implementation of the 2040 Plan may mean that low density growth patterns will consume land slated for more compact development, which results in sprawl; and,

WHEREAS, Citizens from throughout the region, responding to Metro's broad public outreach program, strongly supported less sprawl, a tight urban growth boundary and new directions in transportation; and,

WHEREAS, Through Reduced Parking Standards, Density Transfer in Planned Developments, Downtown Redevelopment to implement Town Center; Capital Improvement Program, and Open Space Acquisition, Lake Oswego is implementing features of the 2040 Plan; and,

WHEREAS, The region benefits from maintaining a tight urban growth boundary because it minimizes the demand for new infrastructure; and,

WHEREAS, The Metro Executive Officer will offer recommendations regarding the urban growth boundary and interim measures to implement the 2040 Plan; and,

WHEREAS, The City can demonstrate activities, policies, and existing infrastructure to support rapid implementation of the 2040 Plan and keeping the urban growth boundary tight;

NOW THEREFORE, BE IT RESOLVED That the City Council of the City of Lake Oswego expresses its support for early regional implementation of the 2040 Plan.

BE IT FURTHER RESOLVED, That the City Council of the City of Lake Oswego expresses its willingness to work with Metro and other jurisdictions to make the 2040 Plan early implementation a success.


Considered and enacted at a regular meeting of the City Council of the City of Lake Oswego at a regular meeting held on the 5th day of September, 1995.

AYES: Anderson, Mayor Schlenker, Chrisman, Atherton, Puskas, Prosser, Klammer

NOES:

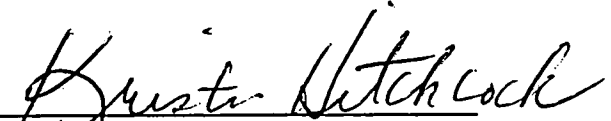
ABSTAIN:

EXCUSED:



Alice Schlenker
Mayor

ATTEST:



Kristi Hitchcock
City Recorder

APPROVED AS TO FORM:



City Attorney's Office