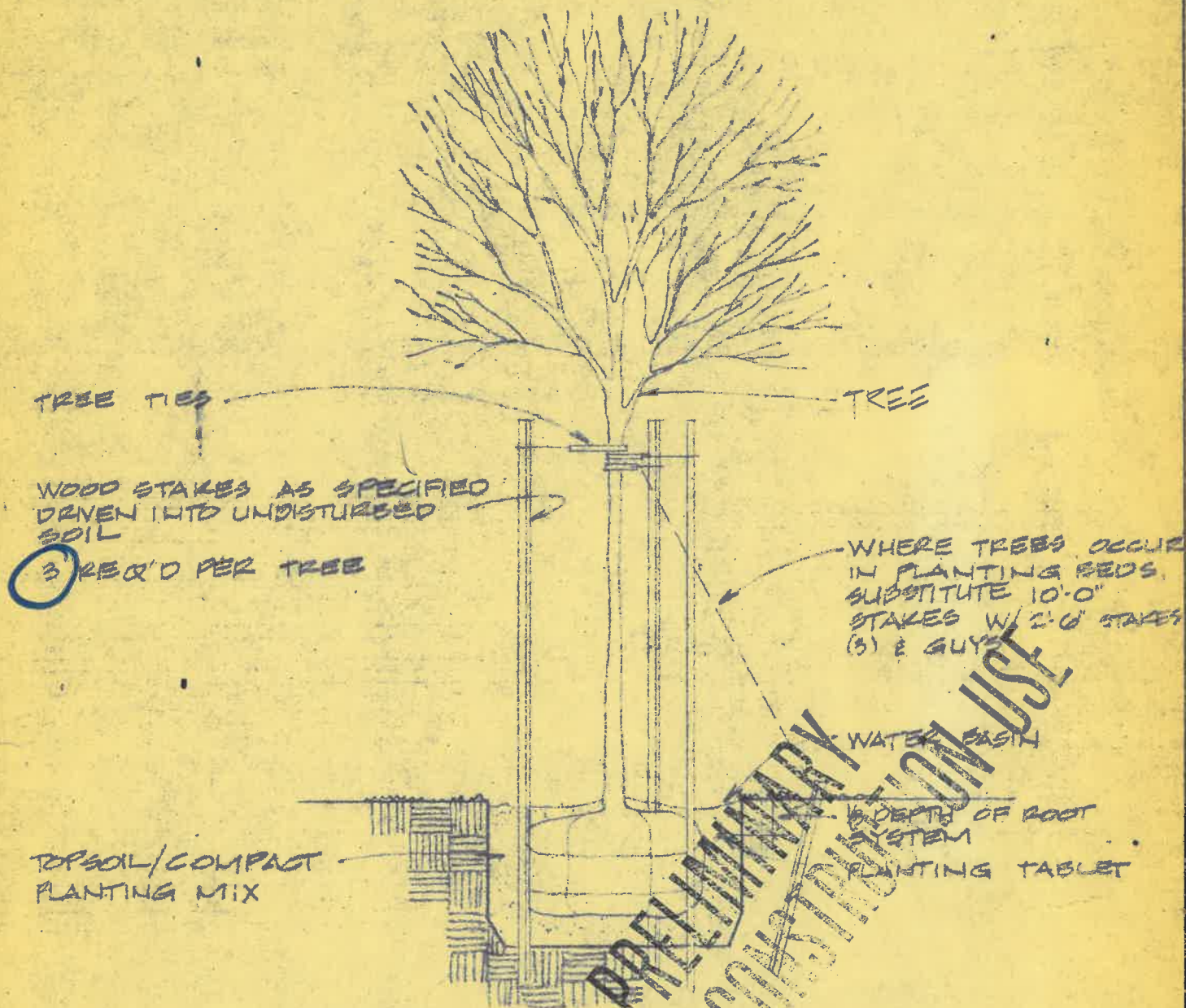


# IRVING PARK

PRELIMINARY

N.I.C.



## TREE STAKING & GUYING DETAIL

NO SCALE

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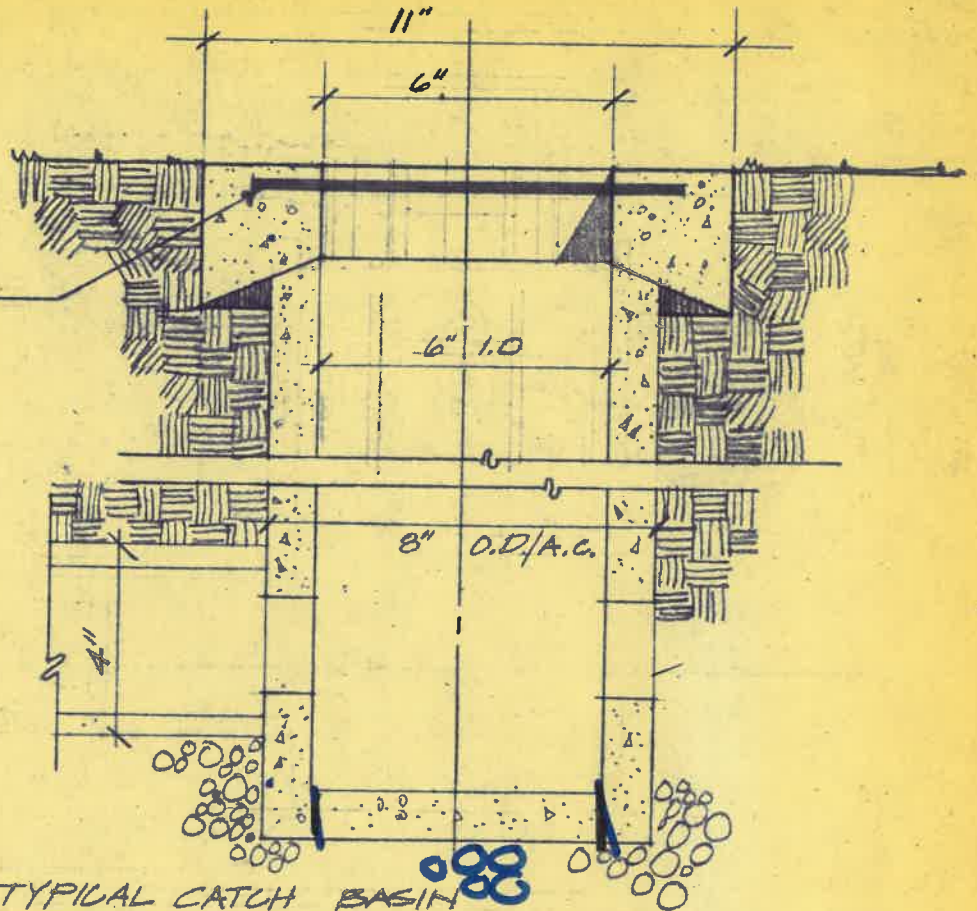
813 SW ALDER STREET,

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3-20-72

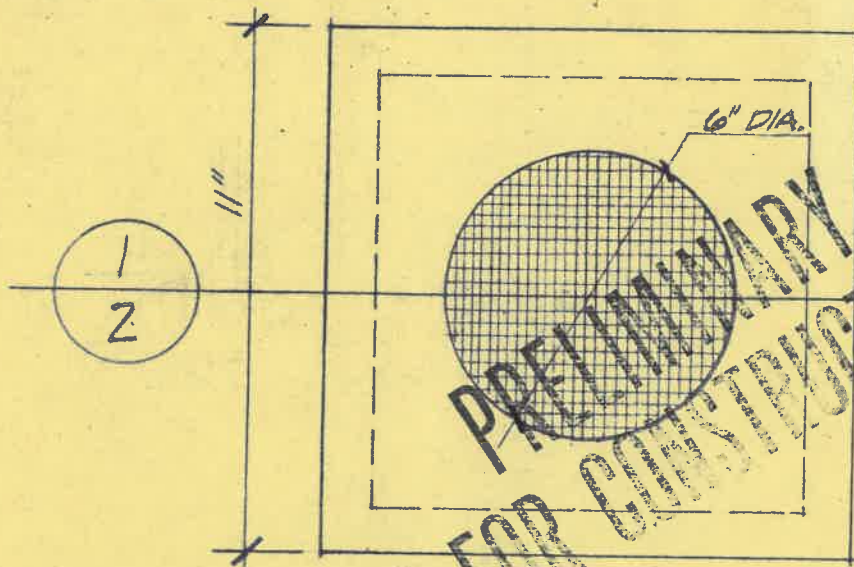


CONC. CATCH BASIN  
COVER W/ HOT DIP  
GALV. 3/4" EXPANDED  
METAL GRATE



1  
2

C/S OF TYPICAL CATCH BASIN  
SCALE 1" = 4"



2  
2

PLAN OF CATCH BASIN

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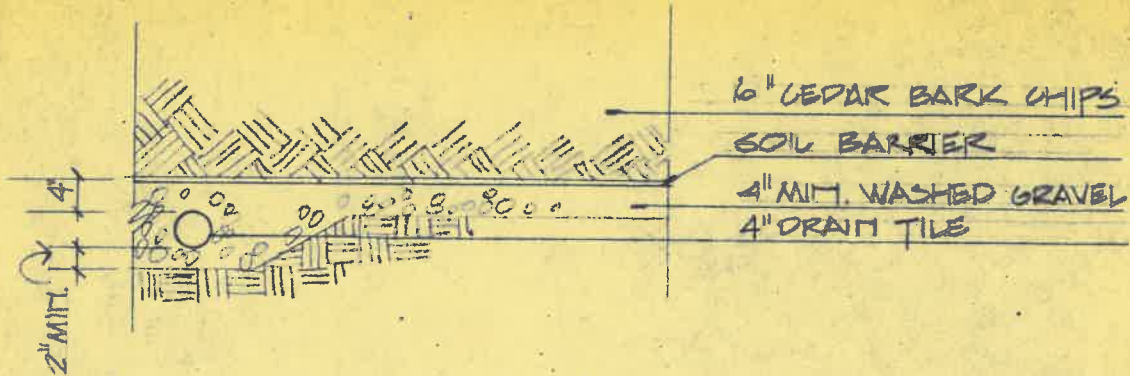
JOHN KENWARD

ASSOCIATES

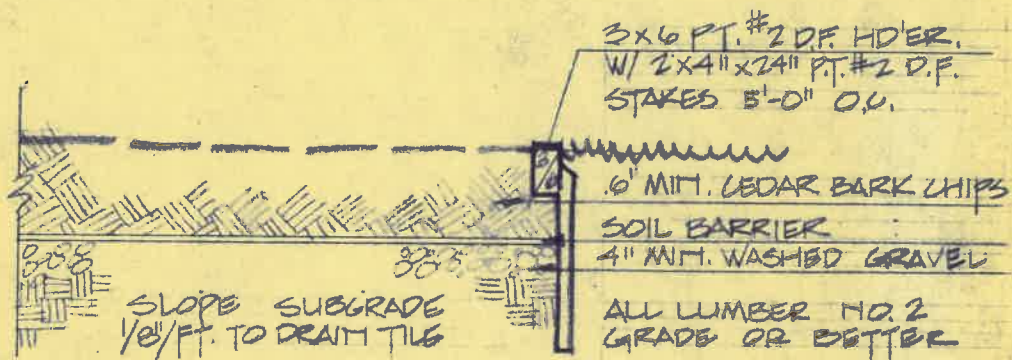
PORTLAND, OREGON

2

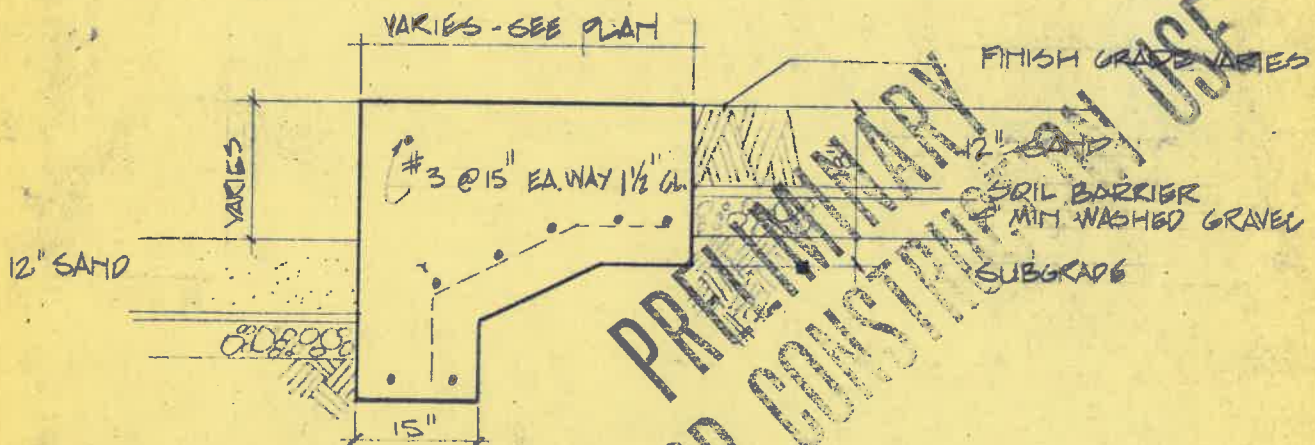




1  
3 TYP. PLAY AREA DRAIN



2  
3 TYP. PLAY AREA FLOOR



3  
3 STEP-SEAT DETAIL

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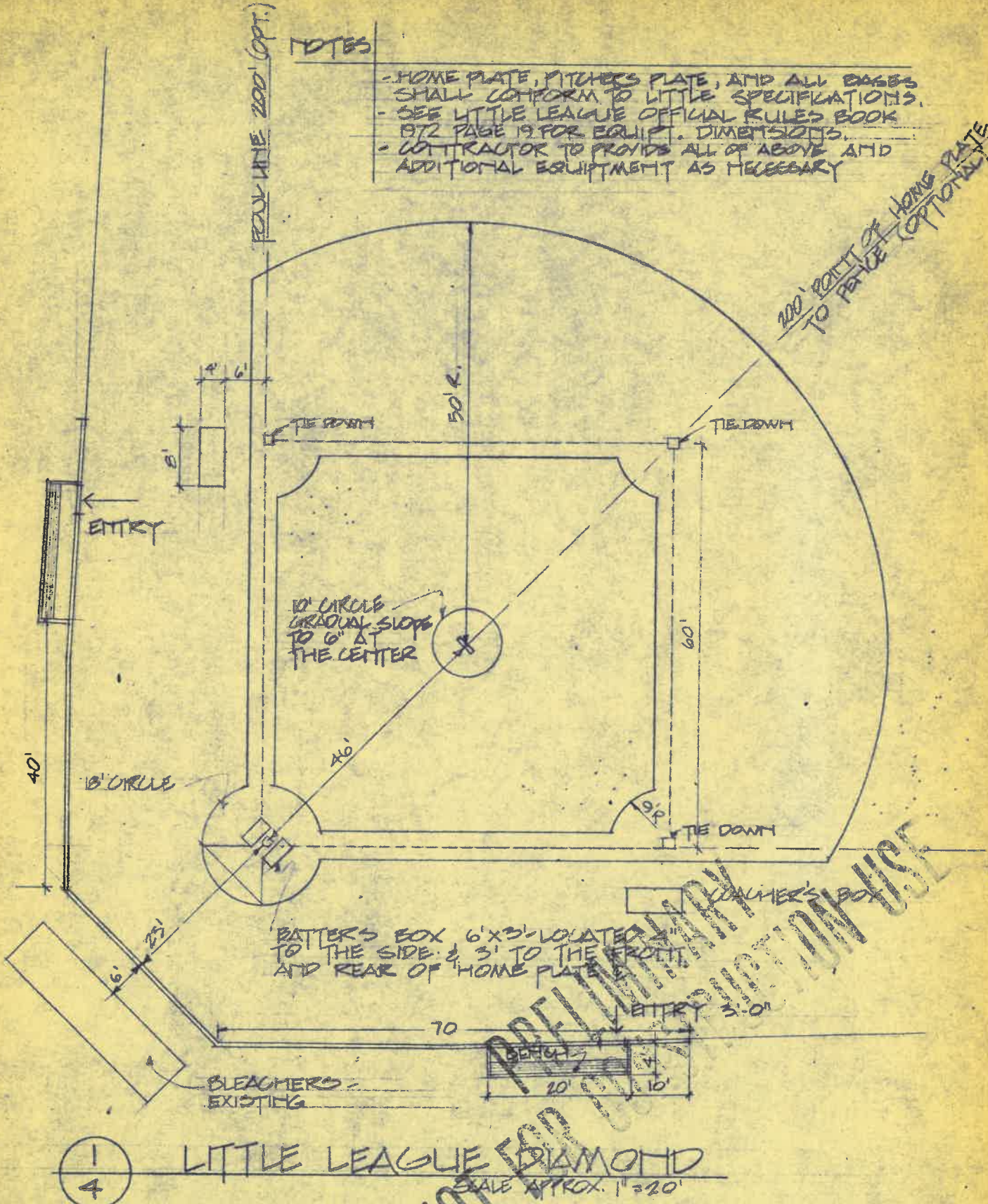
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# NOTES

- HOME PLATE, PITCHER'S PLATE, AND ALL BASES SHALL CONFORM TO LITTLE SPECIFICATIONS.
- SEE LITTLE LEAGUE OFFICIAL RULES BOOK 1972 PAGE 19 FOR EQUIP. DIMENSIONS.
- CONTRACTOR TO PROVIDE ALL OF ABOVE AND ADDITIONAL EQUIPMENT AS NECESSARY

200' RADIUS OF HOME PLATE TO FENCE (OPTIONAL)



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4



HOME PLATE, BASES, AND PITCHERS PLATE SHALL CONFORM TO STANDARD BASEBALL FIELD SPECS., AS SET FORTH BY THE PORTLAND PARK BUREAU.

CONTRACTOR TO PROVIDE ALL OF ABOVE AND  
ADDITIONAL EQUIPMENT AS NECESSARY. - ONE  
36 OZ. "MICKY MANTLE" ST LOUIS SLUGGER BAT.

[illegible]

BLEACHERS-PROVIDE NEW

1 BASEBALL FIELD  
5 SCALE APPROX. 1" = 30'

SCALE APPROX. 1" = 30'

## COACHES' BOX

3. ENTRY -

BASE LINE

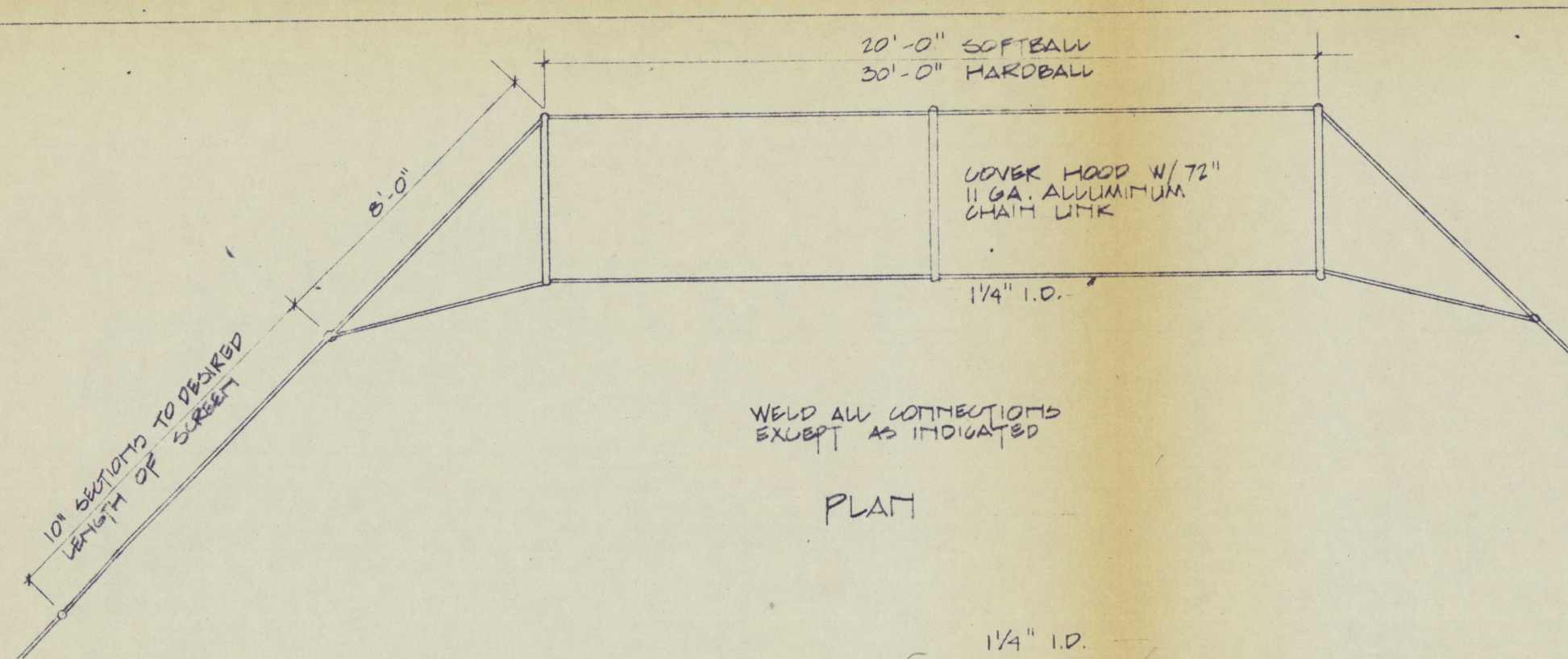
LAYOUT AT  
HOME PLATE

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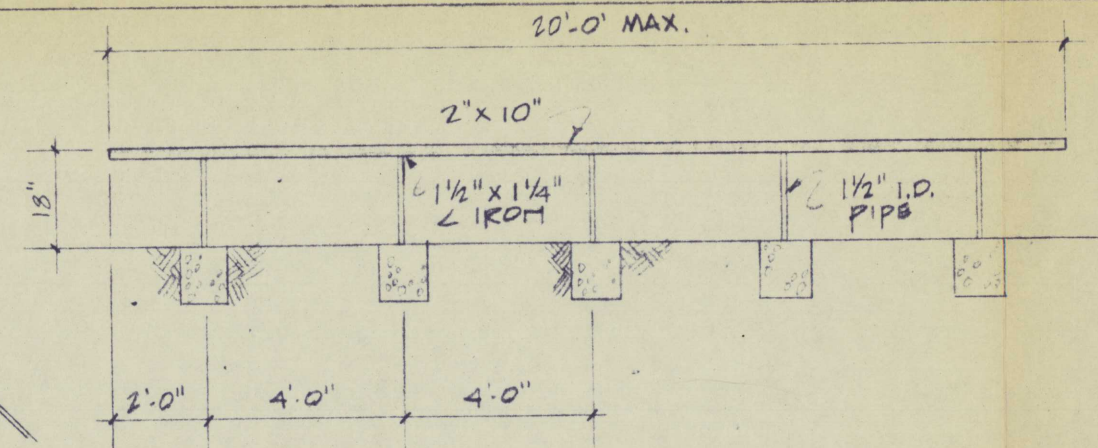
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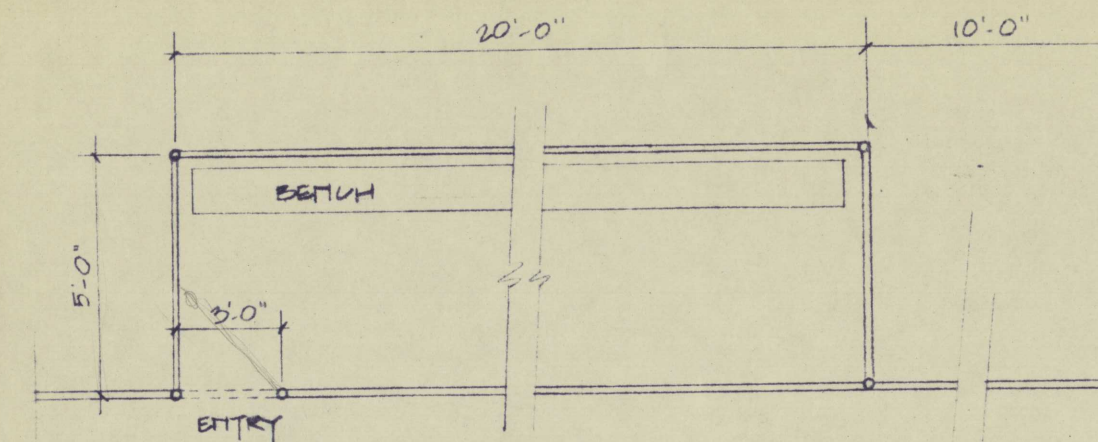


WELD ALL CONNECTIONS EXCEPT AS INDICATED

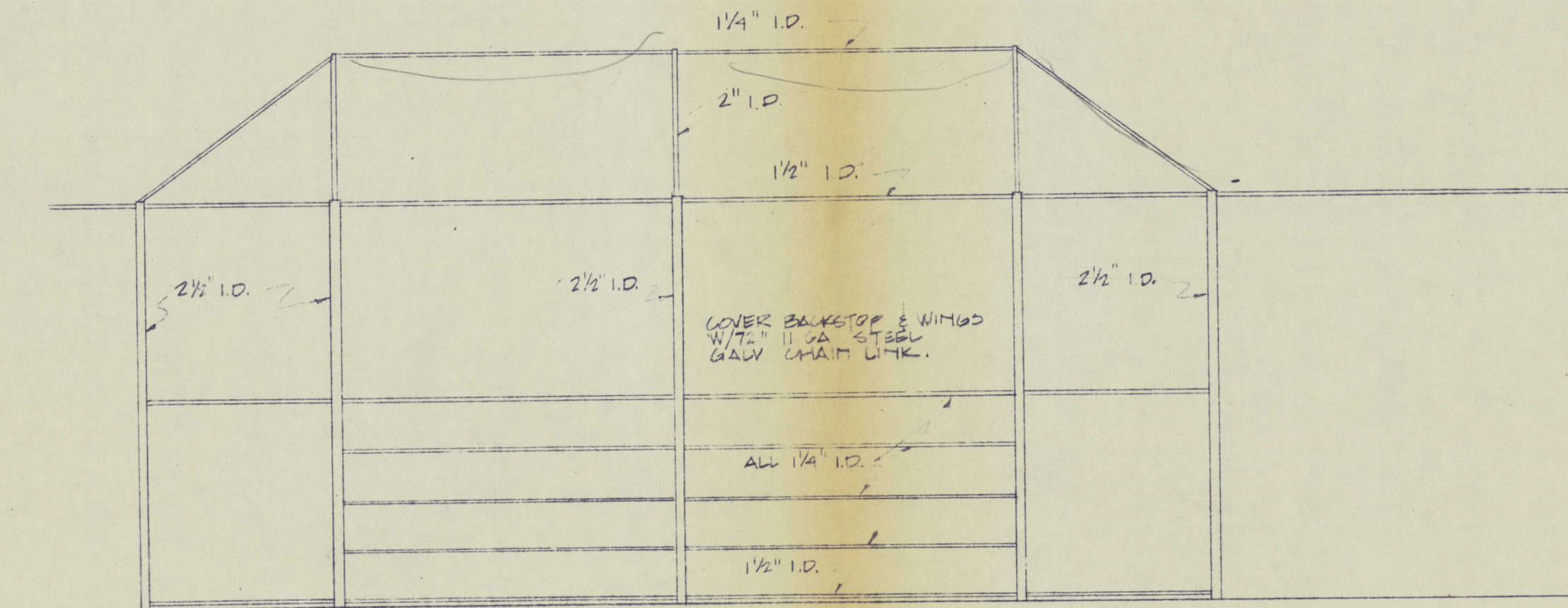
PLAN



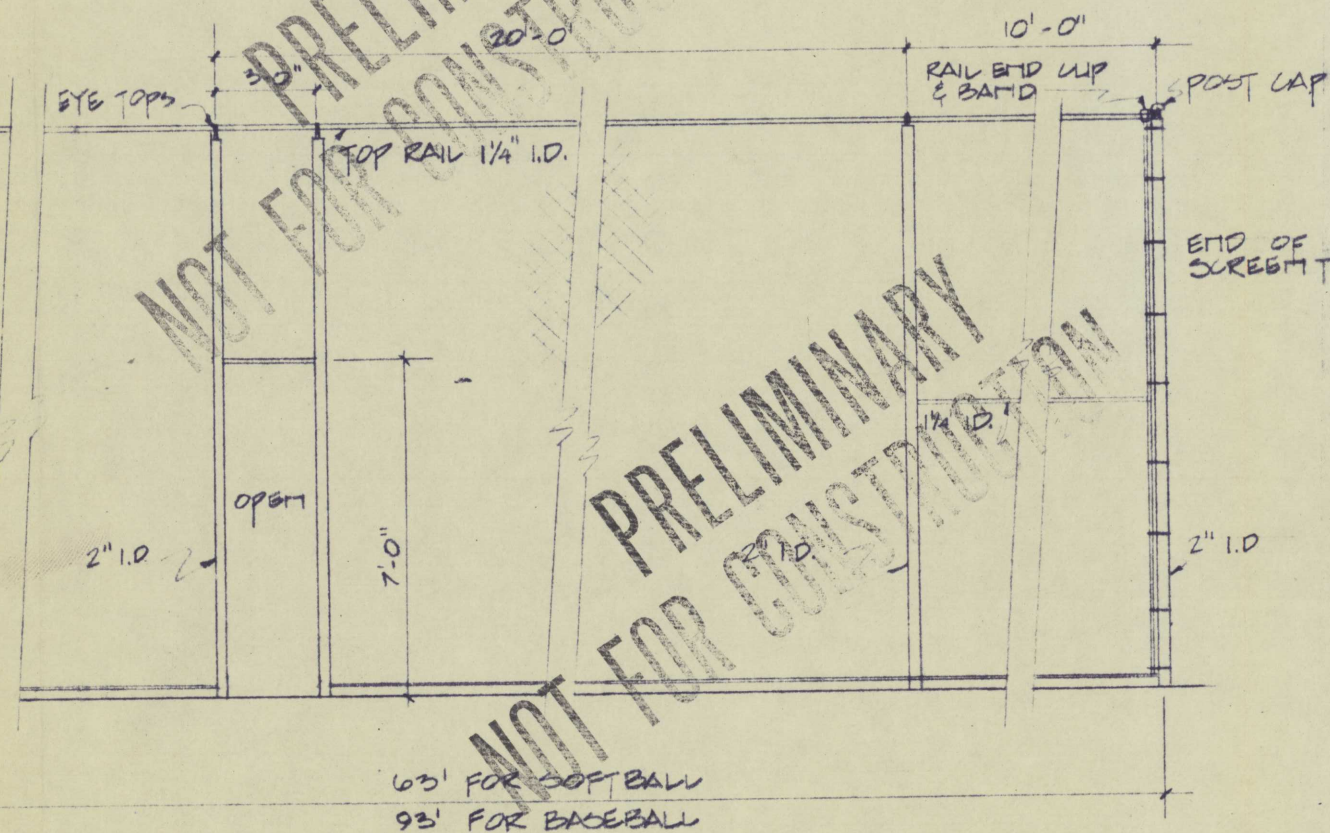
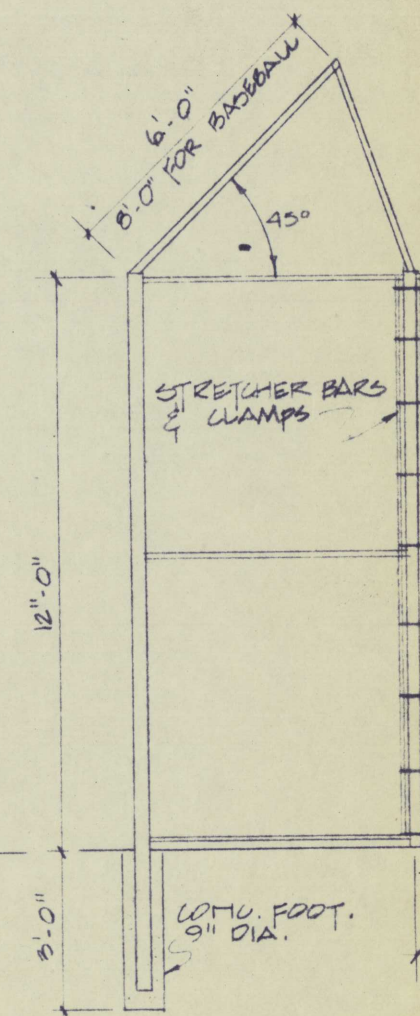
BENCH DETAIL  
SCALE



PLAN



FRONT ELEVATION



SIDE ELEVATION

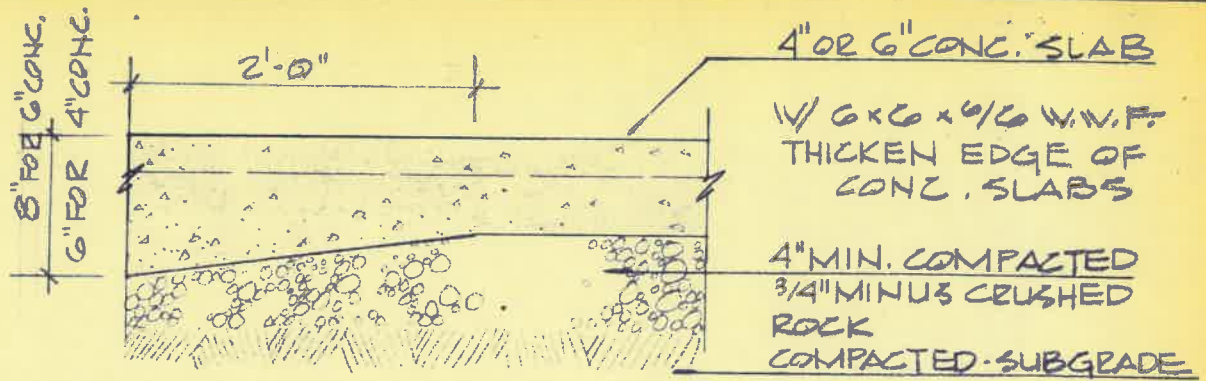
1  
6 BASEBALL & SOFTBALL BACKSTOP  
SCALE 1/4" = 1'-0"

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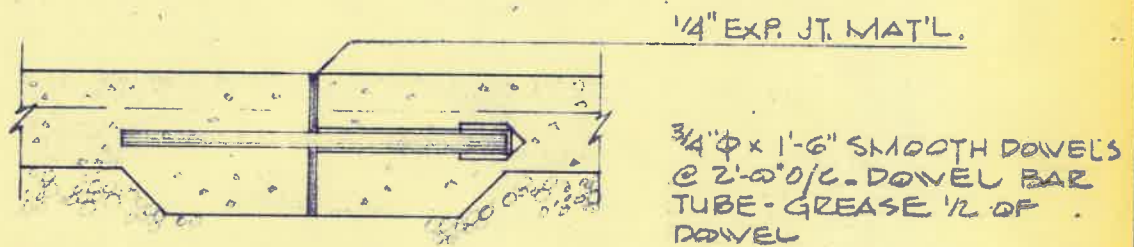
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PLANNING / LANDSCAPE ARCHITECTURE  
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813 SW ALDER STREET

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6

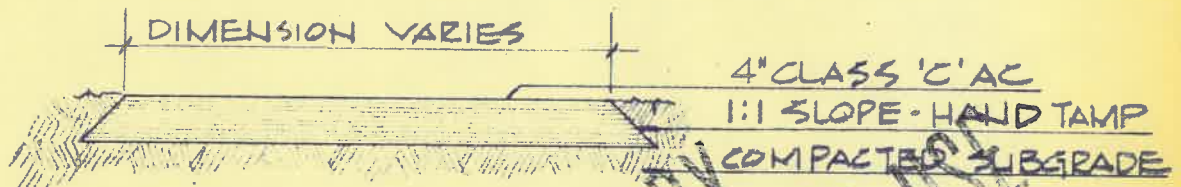




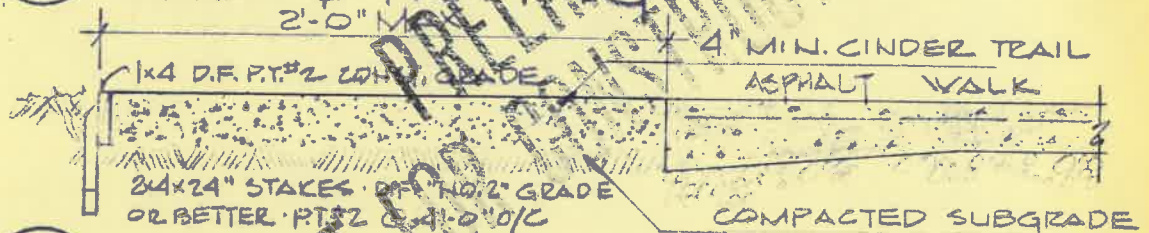
# 1 7 CONCRETE SLAB



# 2 7 CONSTRUCTION JOINT (E.J. ON PLANS)



# 3 7 ASPHALTIC CONC. WALK & PAVING



# 4 7 JOGGING TRAIL

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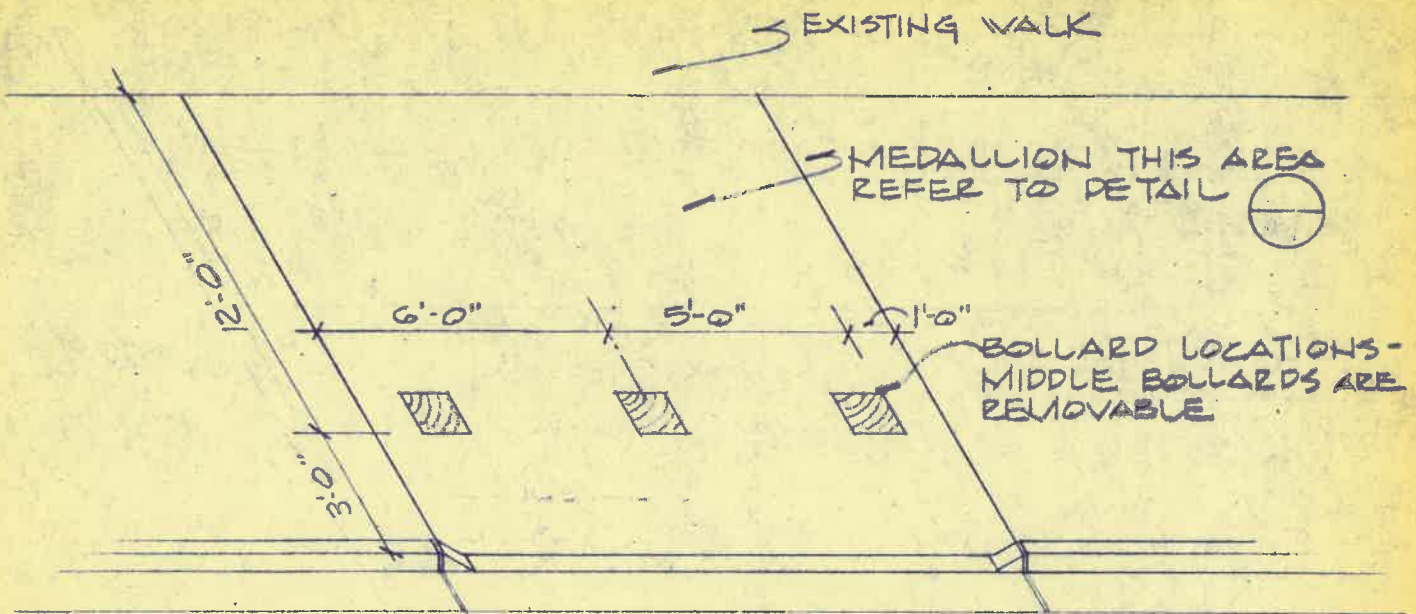
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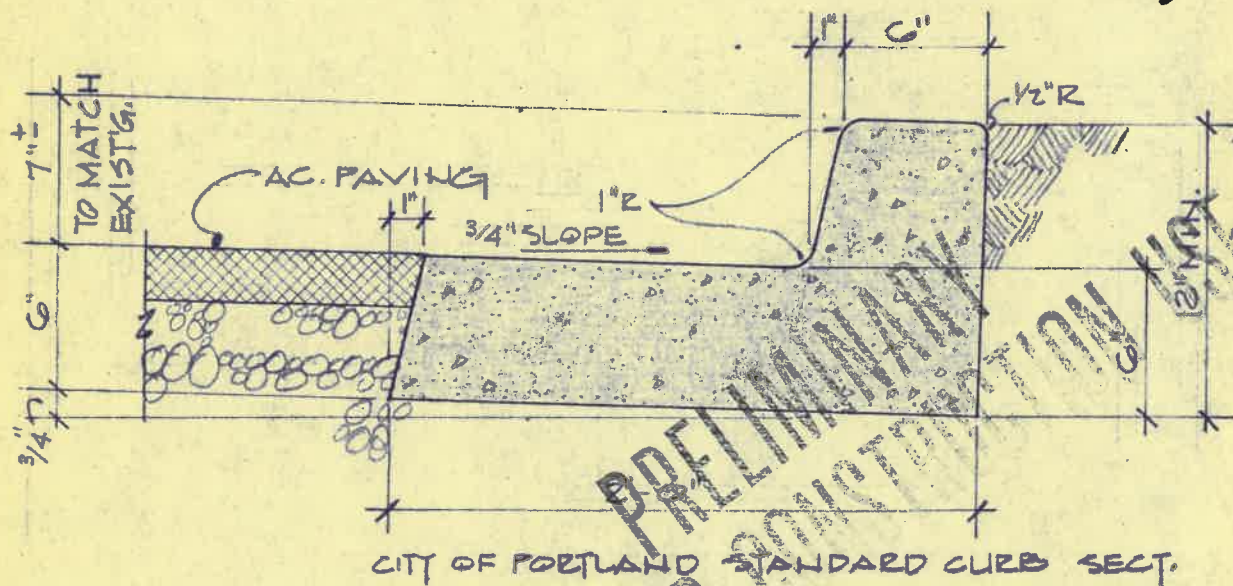
7





1 CURB CUT FOR  
8 BICYCLES & WHEELCHRS.

EXP. JTS. 10'-0" MIN. 30'-0" MAX.



2 CONC. CURB AND GUTTER  
8

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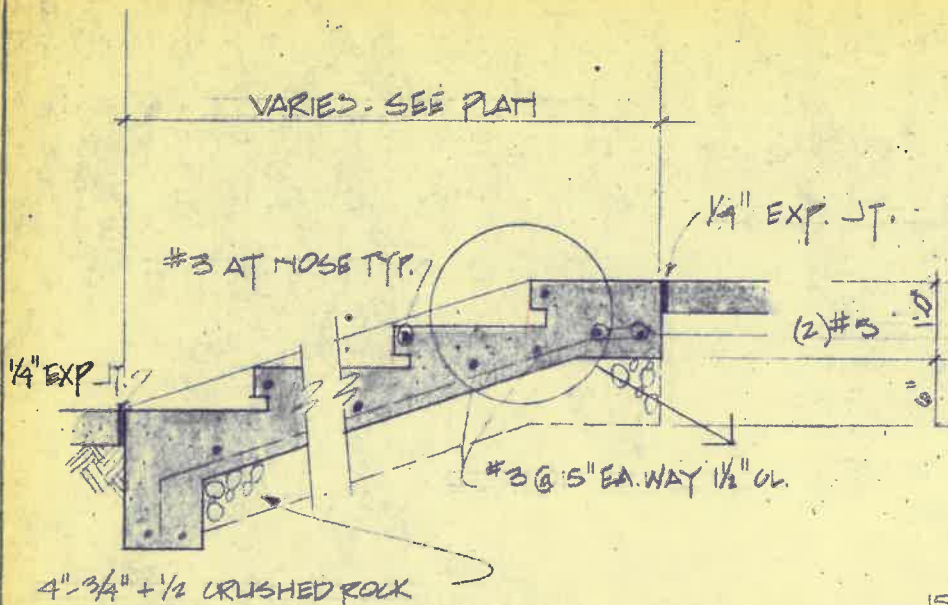
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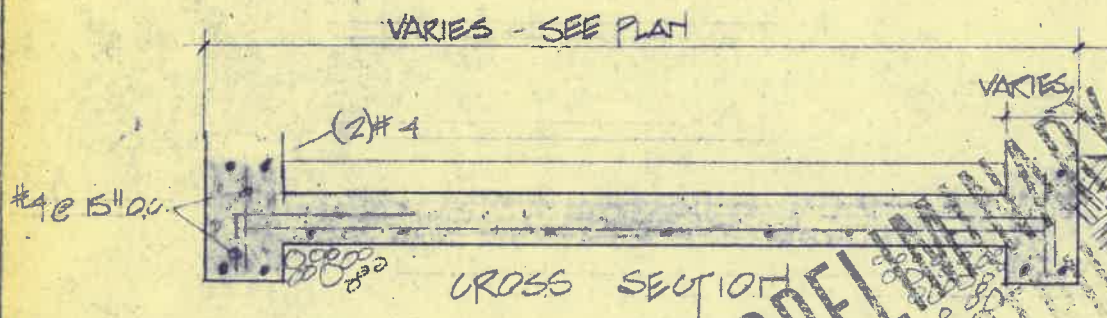
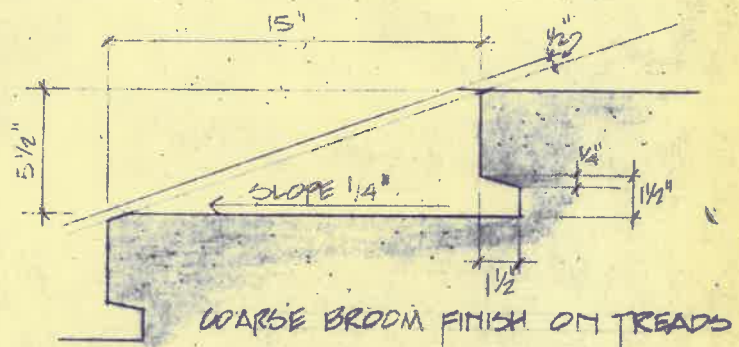
3.20.12

8





NOTE: RISER HEIGHT VARIES, SEE PLAN:



STAIR DETAILS

NOT FOR CONSTRUCTION

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MITCHELL McARTHUR GARDNER O'KANE

PLANNING LANDSCAPE ARCHITECTURE

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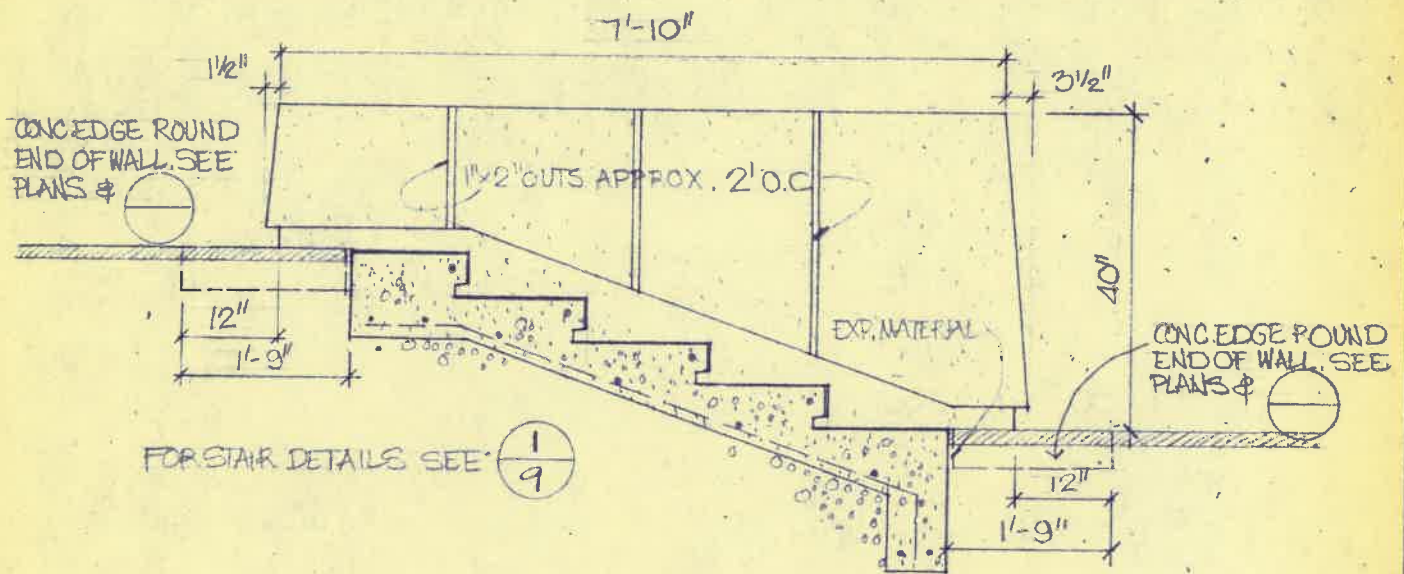
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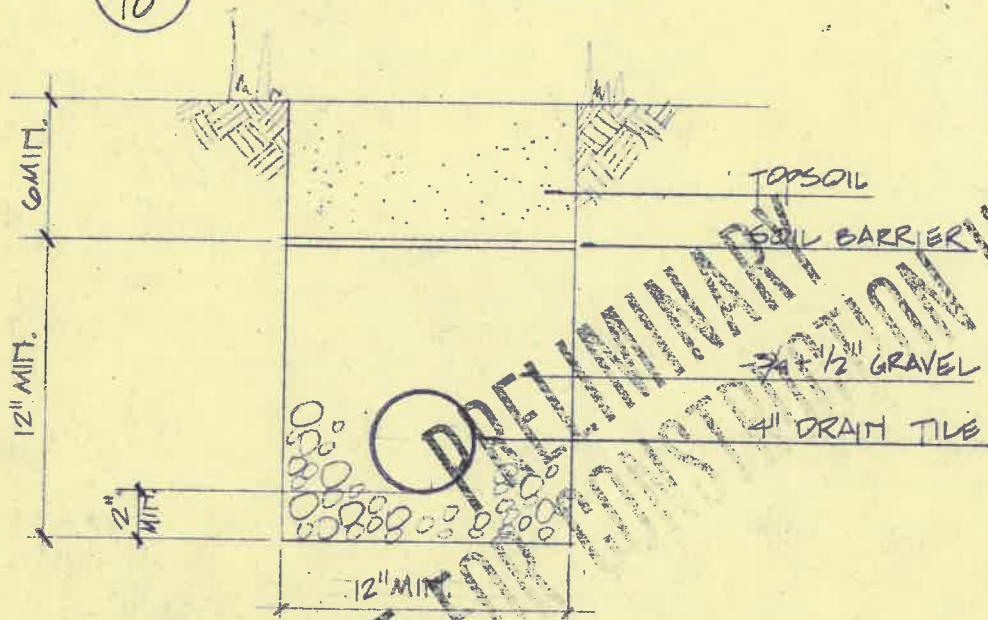
9





1  
10

SIDE VIEW



2  
10

DRAIN TILE DETAIL

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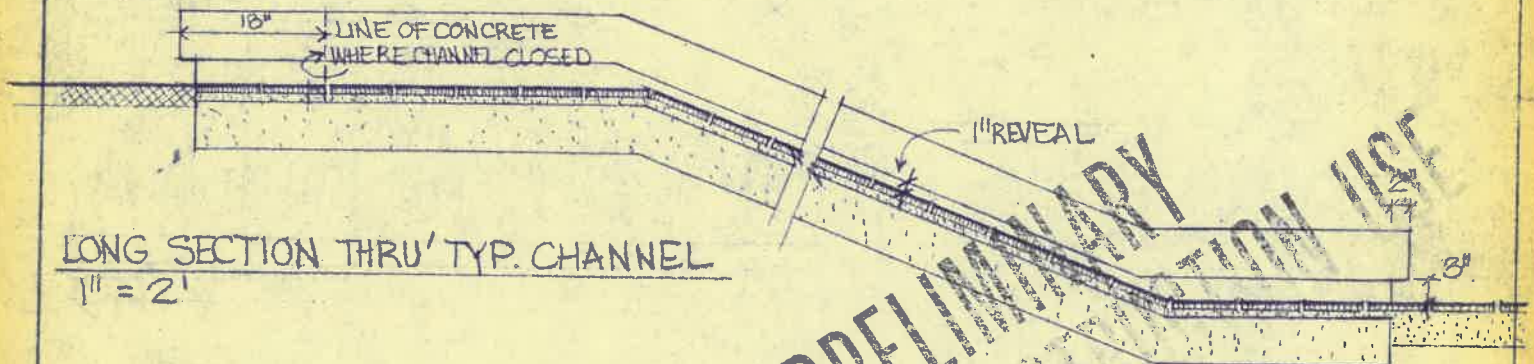
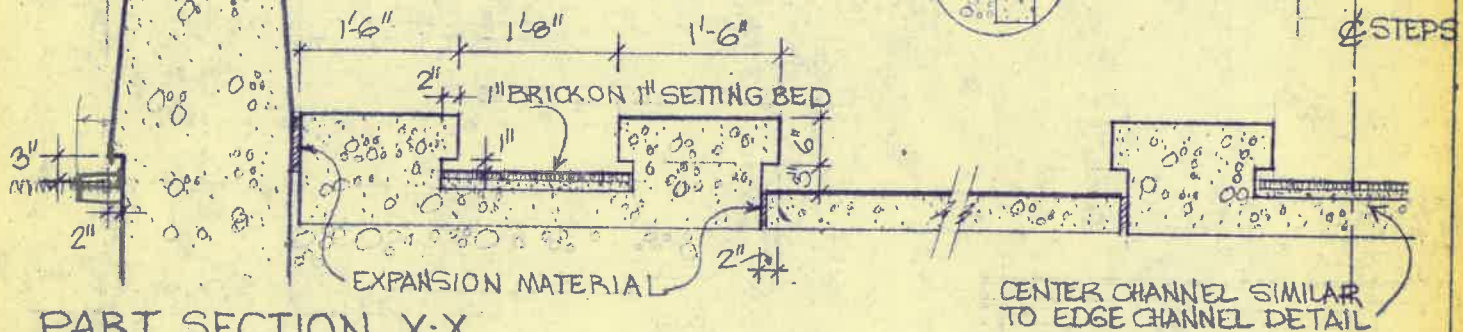
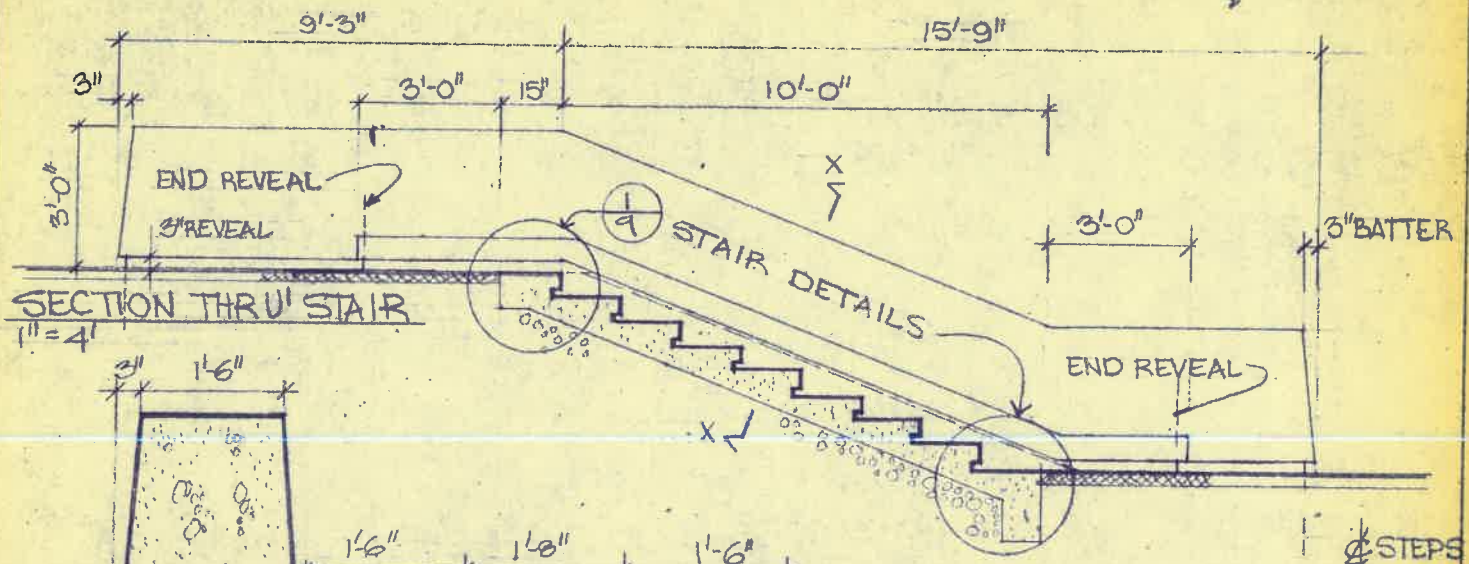
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10





SECTION 11

PRELIMINARY  
NOT FOR CONSTRUCTION

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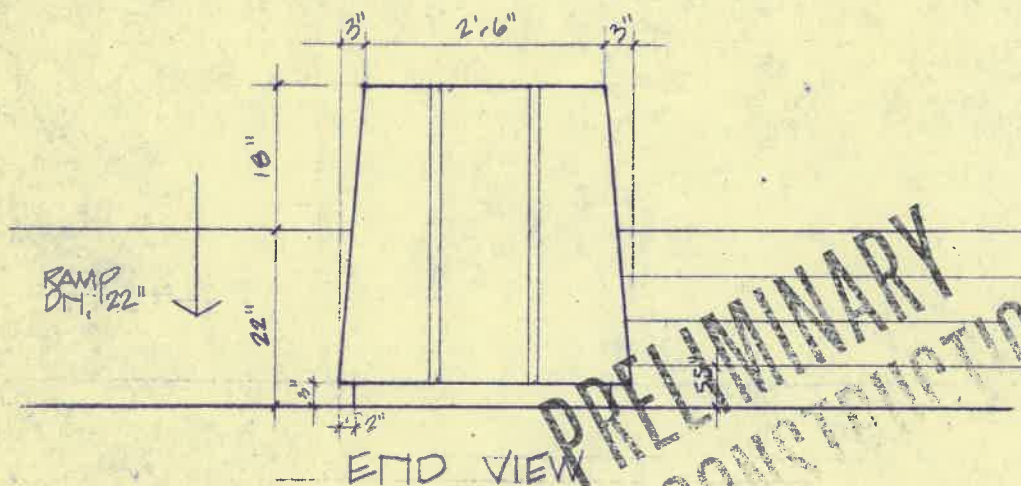
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11



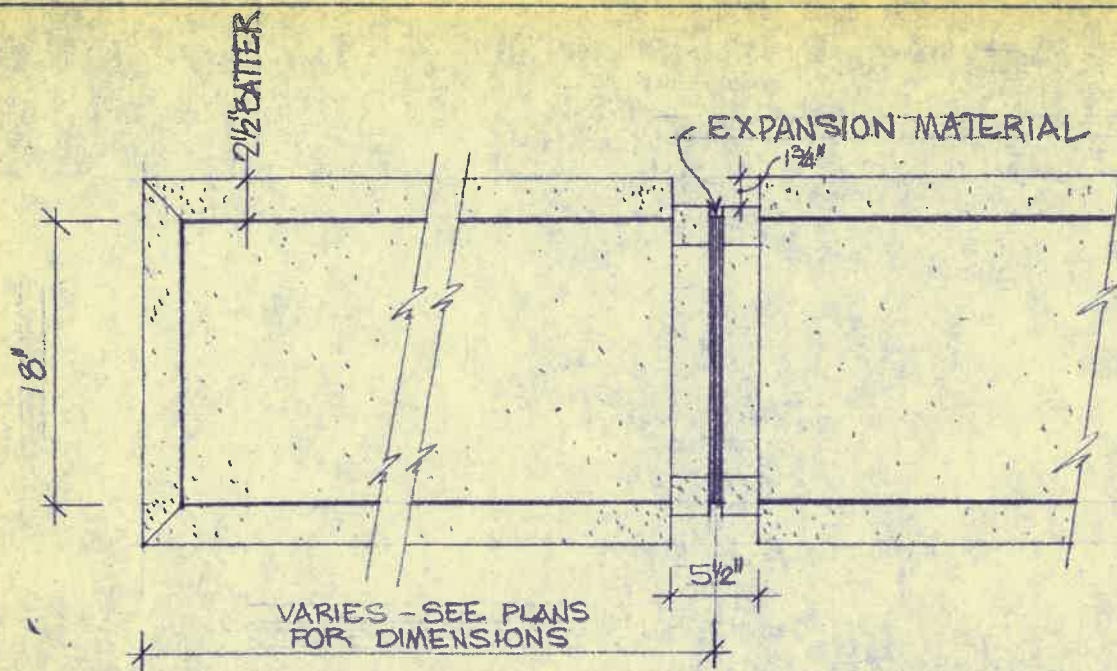


# SEAT SCALE

3708K  
1/2" = 1'-0"

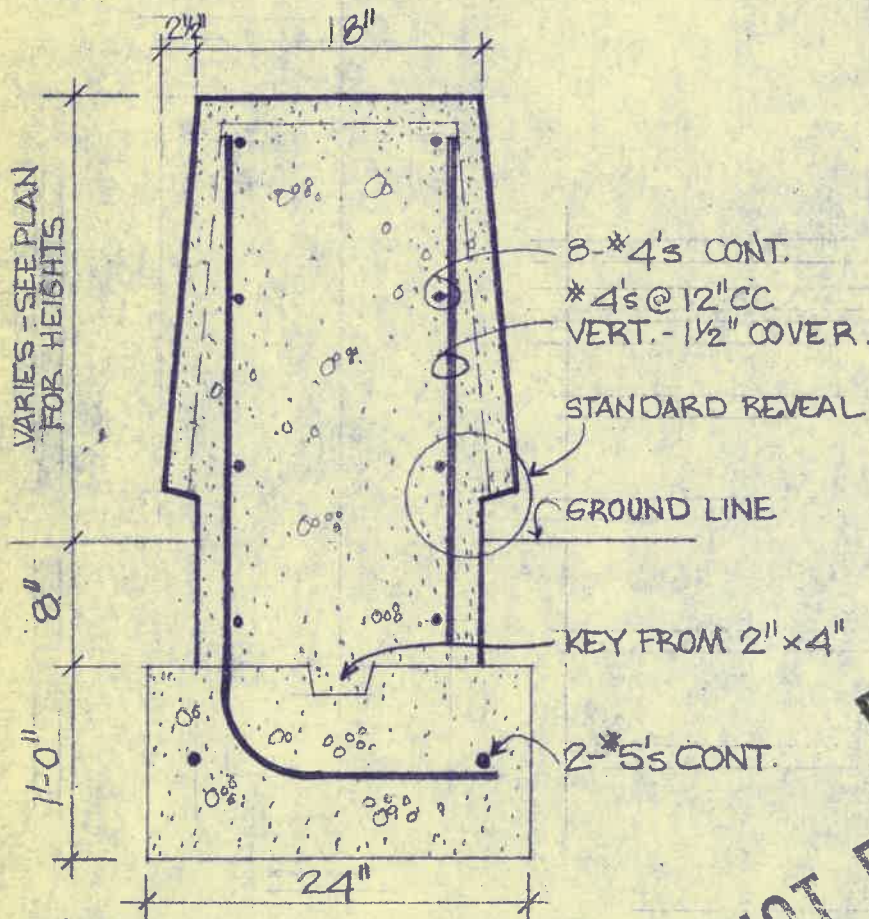
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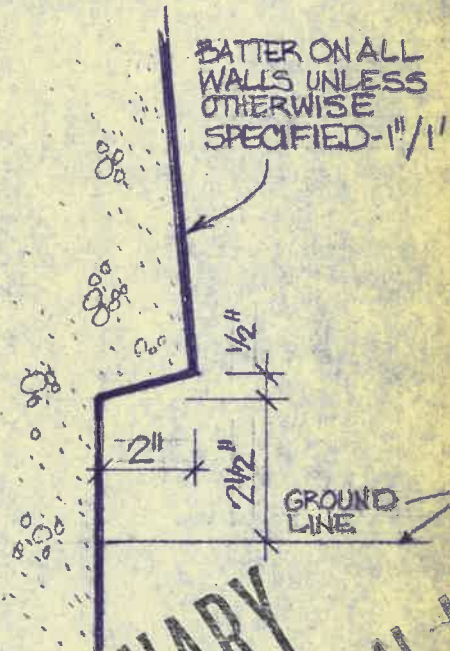
**PART PLAN**

1" = 1'-0"



**SECTION**

1" = 1'-0"



**STANDARD REVEAL DETAIL**

1 FREESTANDING WALL DETAILS

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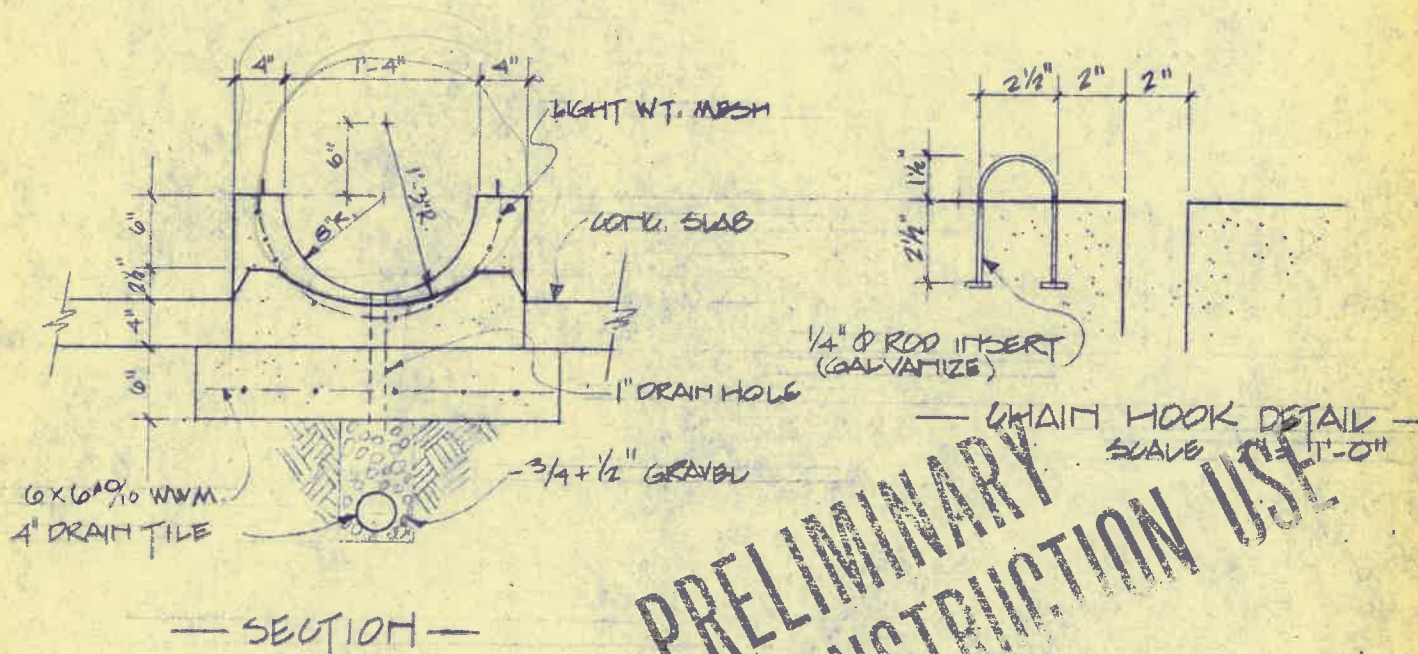
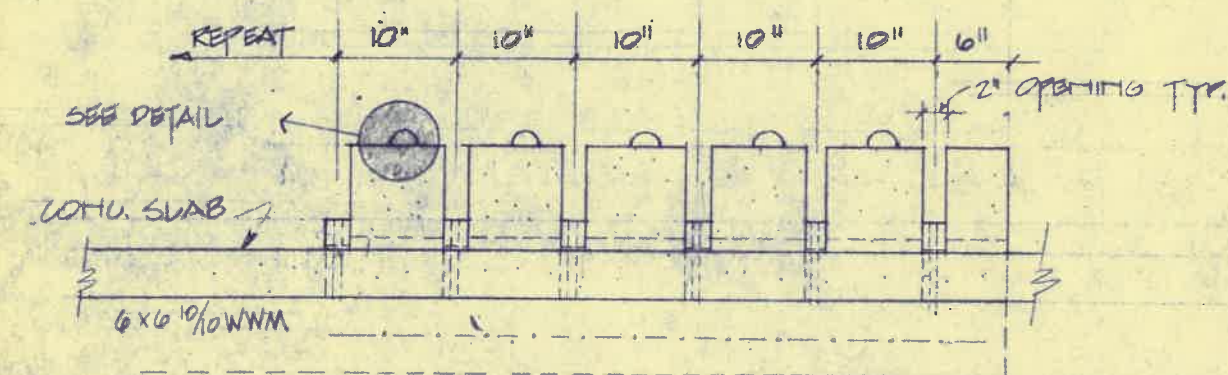
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13





PRELIMINARY  
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BIKE RACK

SCALE 3/4" = 1'-0"

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14



1" CHAMFER

TYP. POST CONNECTION  
SEE (5/8) SHEET 8.

12x12 POST TYP.

LETTERS PAINTED PURPLE

IRVING PARK

ROUT LETTERS 3/4" DEEP  
LETTERS 8" HIGH, 1 1/2" WIDE.  
PROVIDE LAYOUT FOR  
VERIFICATION BY LAND-  
SCAPE ARCHITECT.

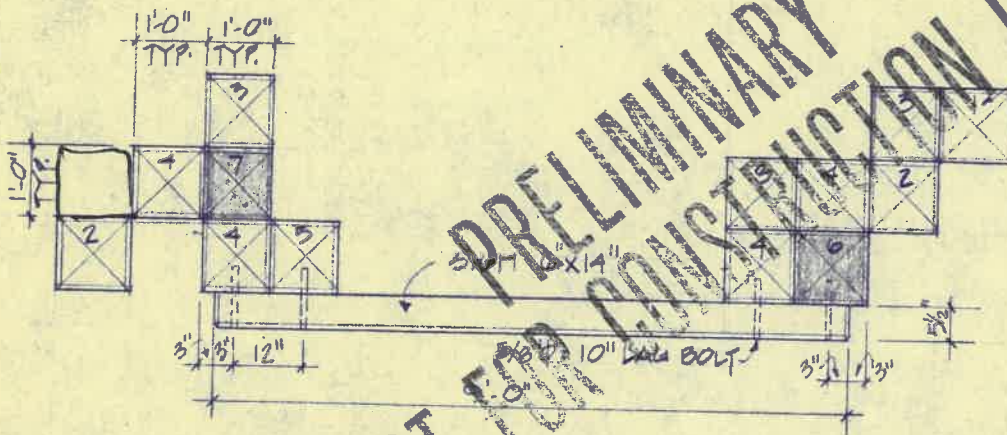
GRADE

TYP. POST FOOTING  
SEE (7/8) SHEET 8.

1  
15

SIGN ELEVATION

SCALE 3/8" = 1'-0"



2  
15

SIGN PLAN

SCALE 3/8" = 1'-0"

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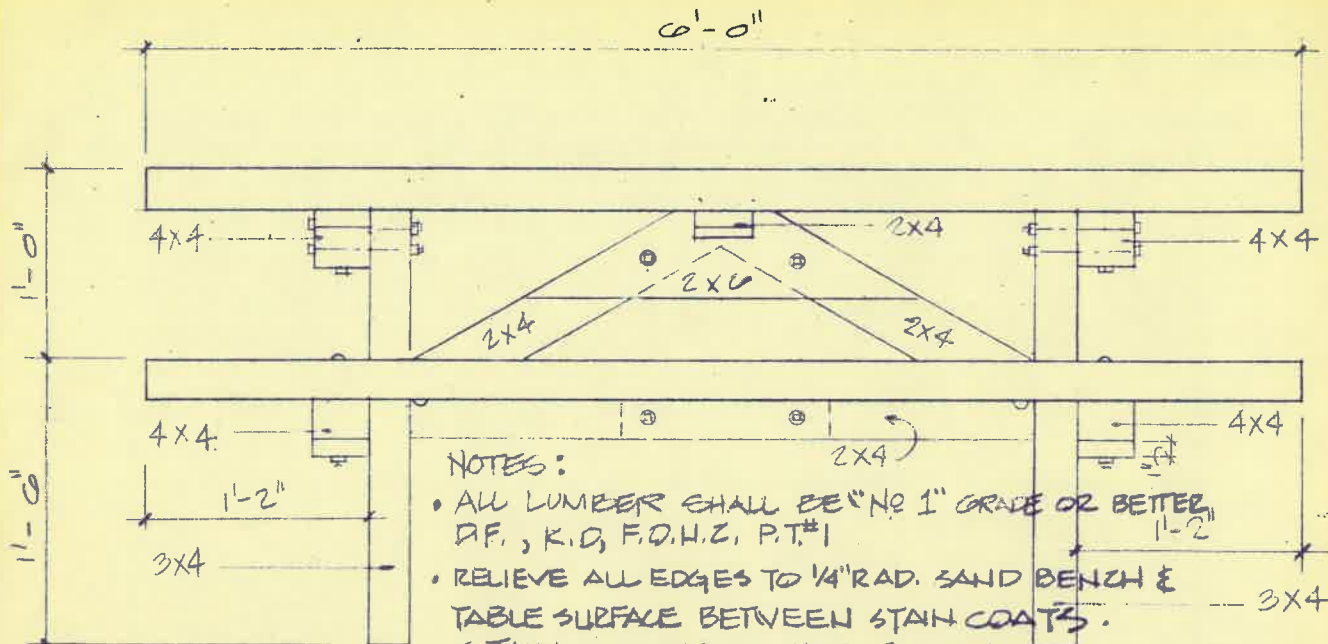
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15

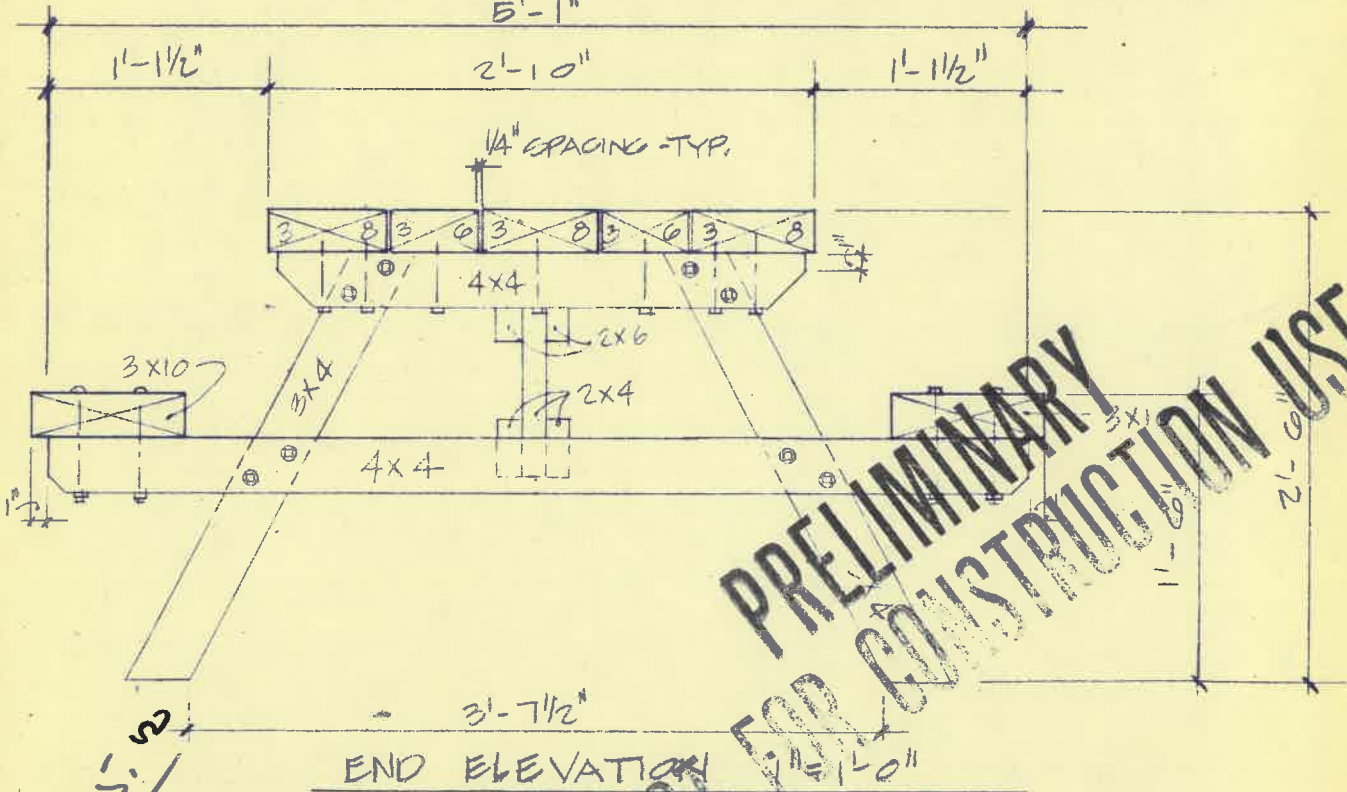




NOTES:

- ALL LUMBER SHALL BE "NO 1" GRADE OR BETTER, D.F., K.D., F.O.D.H.Z., P.T.#1
- RELIEVE ALL EDGES TO 1/4" RAD. SAND BENCH & TABLE SURFACE BETWEEN STAIN COATS.
- STAIN ALL WOOD WITH 2 COATS OLYMPIC TIO STAIN, 1<sup>ST</sup> COAT DIP PRIOR TO ASSEMBLY
- GALVANIZE ALL NUTS, BOLTS, WASHERS & LAG SCREWS
- PRE-DRILL ALL HOLES FOR BOLTS & LAG SCREWS PRIOR TO WOOD PRESERVATIVE TREATMENT

(SIDE ELEVATION)  
11'-1'-0"



END ELEVATION

1  
16

WOOD PICNIC TABLE

PRELIMINARY  
FOR CONSTRUCTION USE

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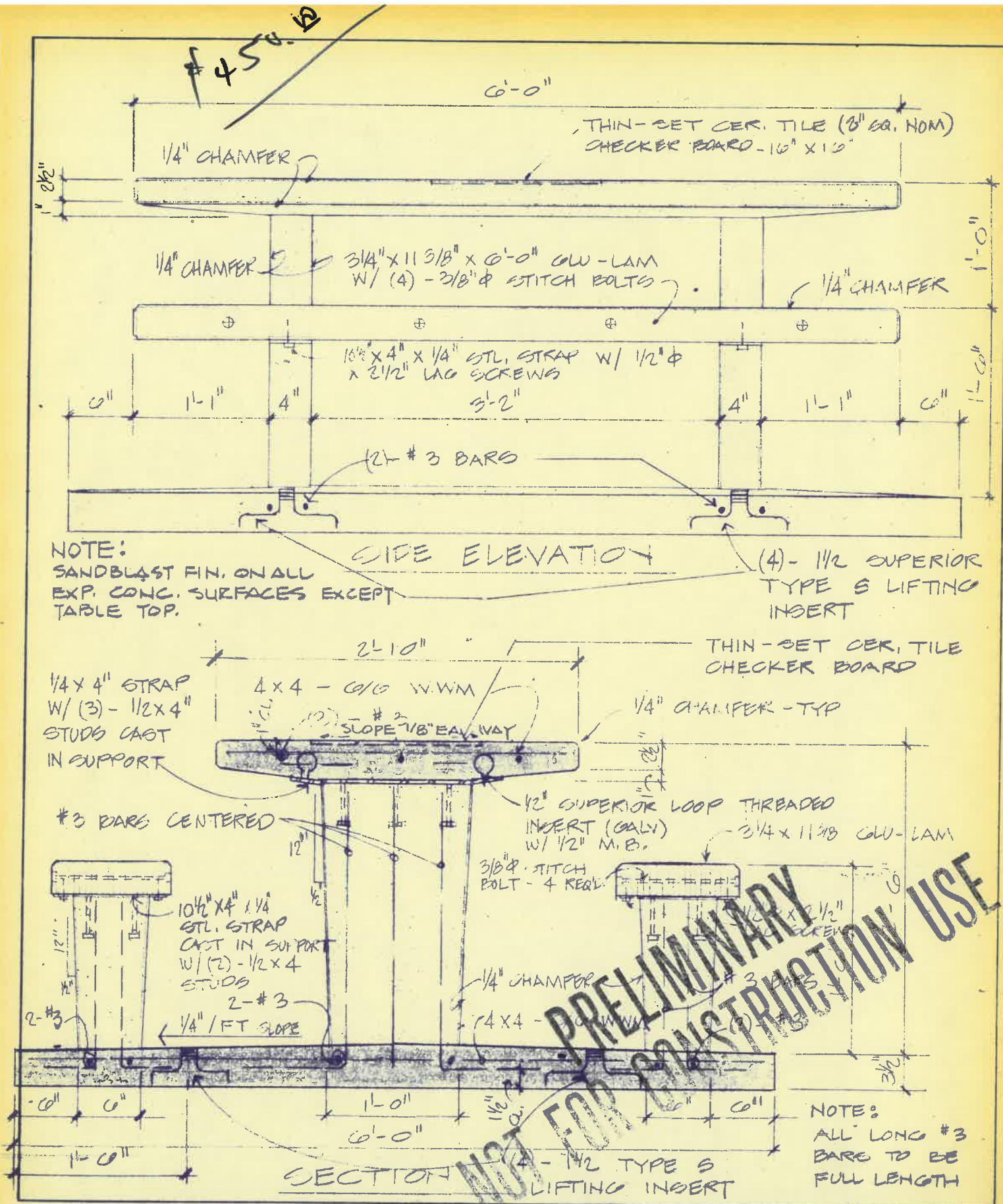
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16





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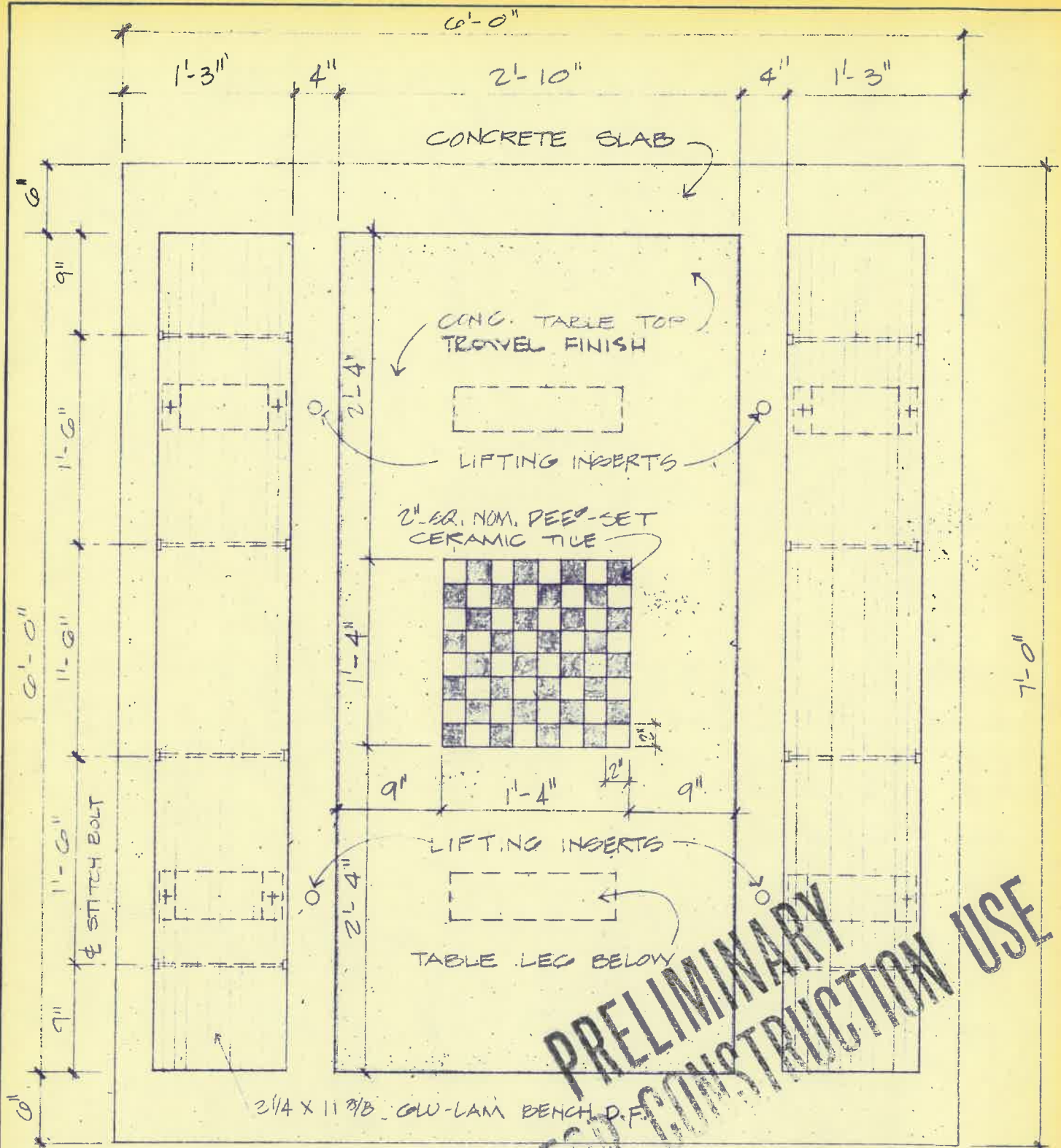
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17





1 CONCRETE PICNIC TABLE  
18 W/ WOOD BENCHES  
SEE DETAILS SHEET #

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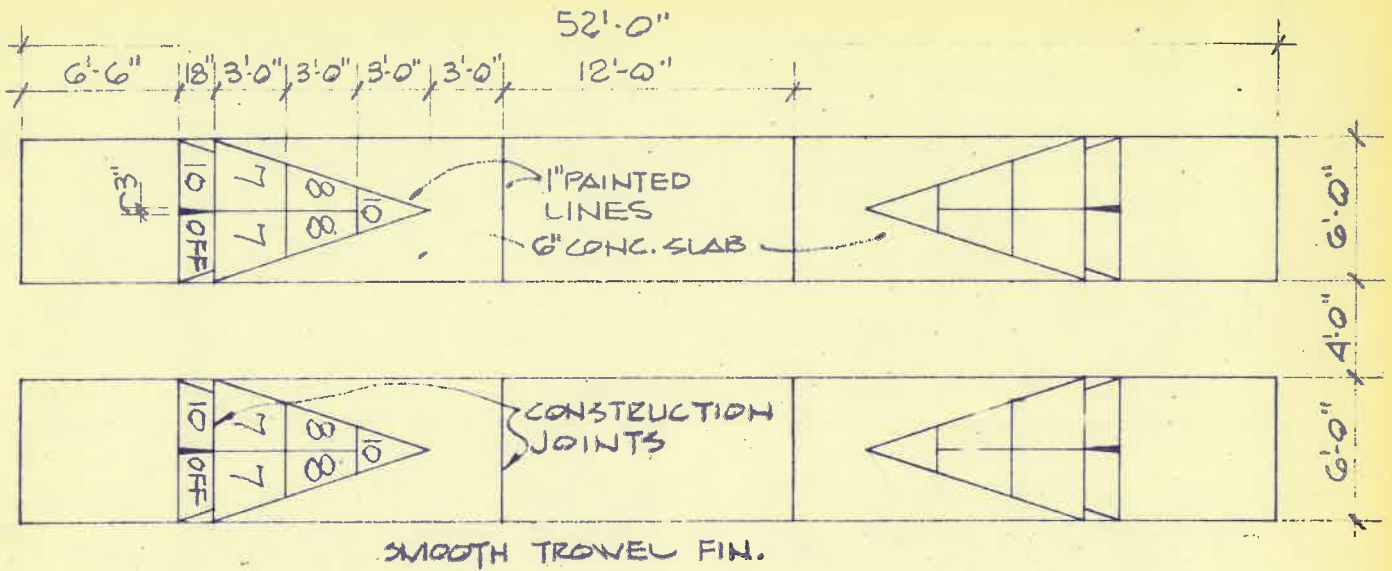
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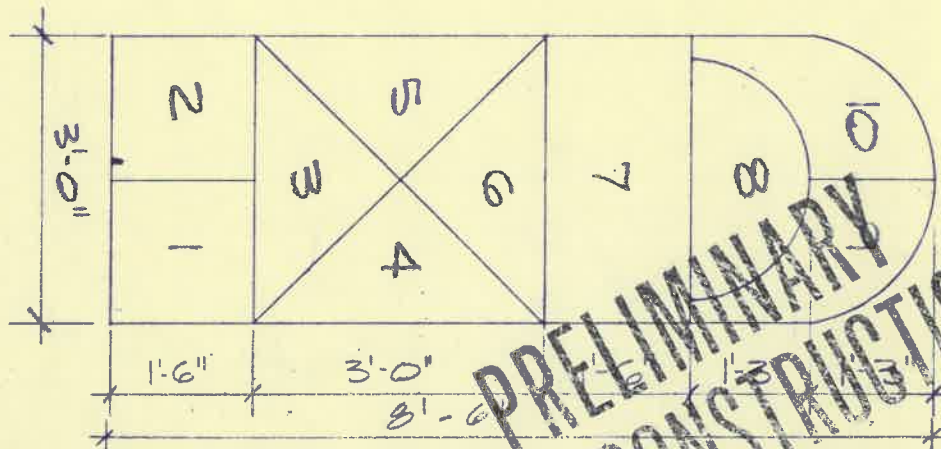
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18





① SHUFFLE BOARD COURTS



② HOP SCOTCH LAYOUT

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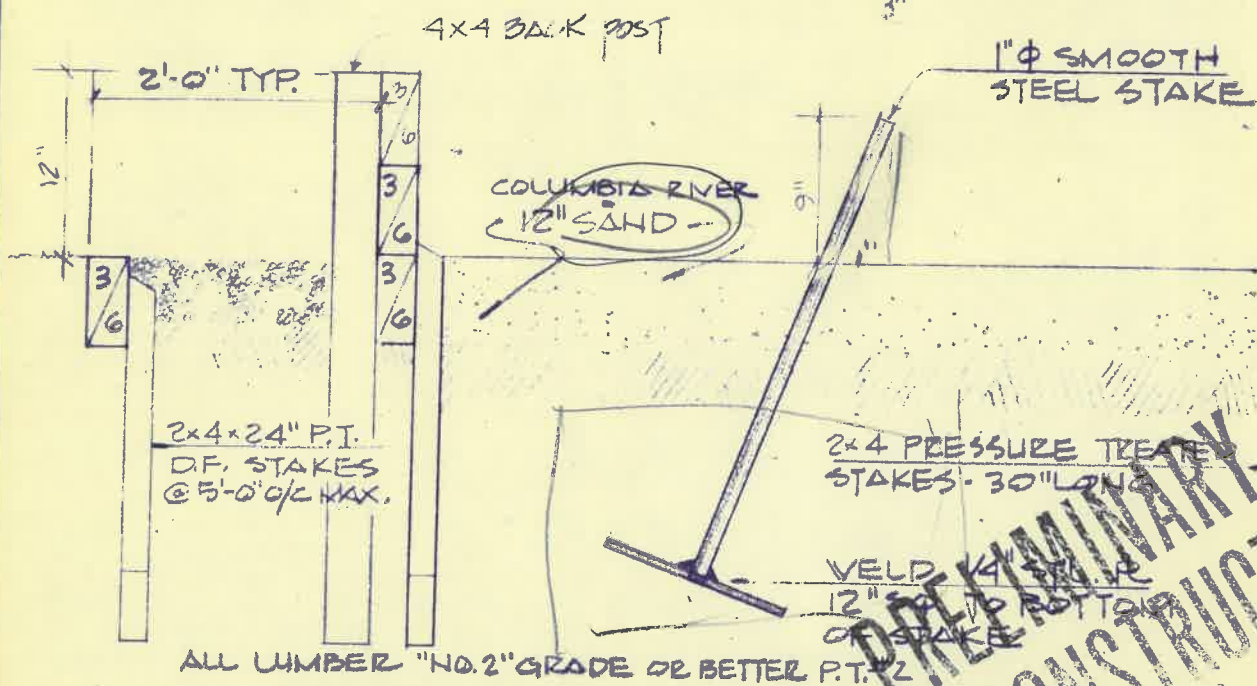
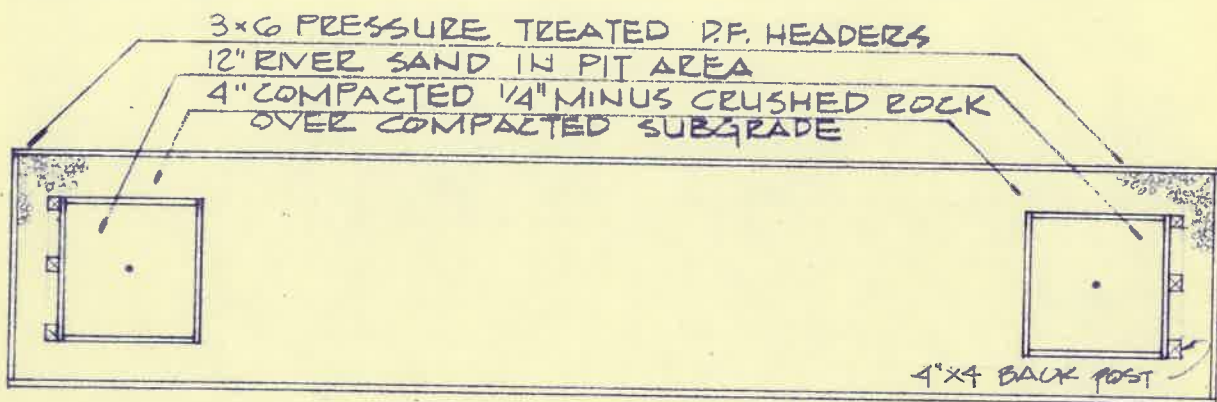
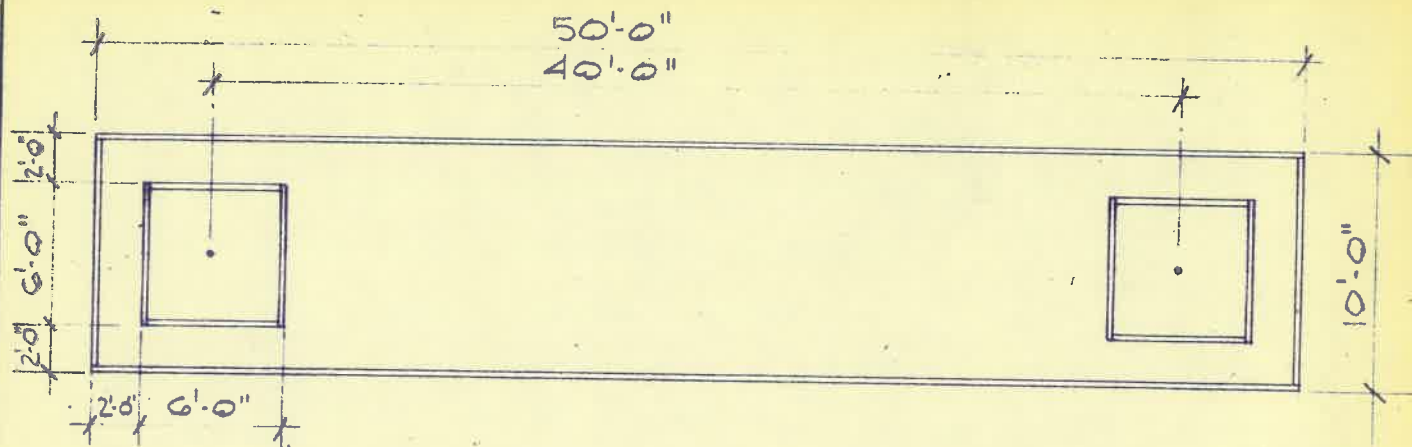
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19





1 HORSE SHOE PIT DT'LS  
2A

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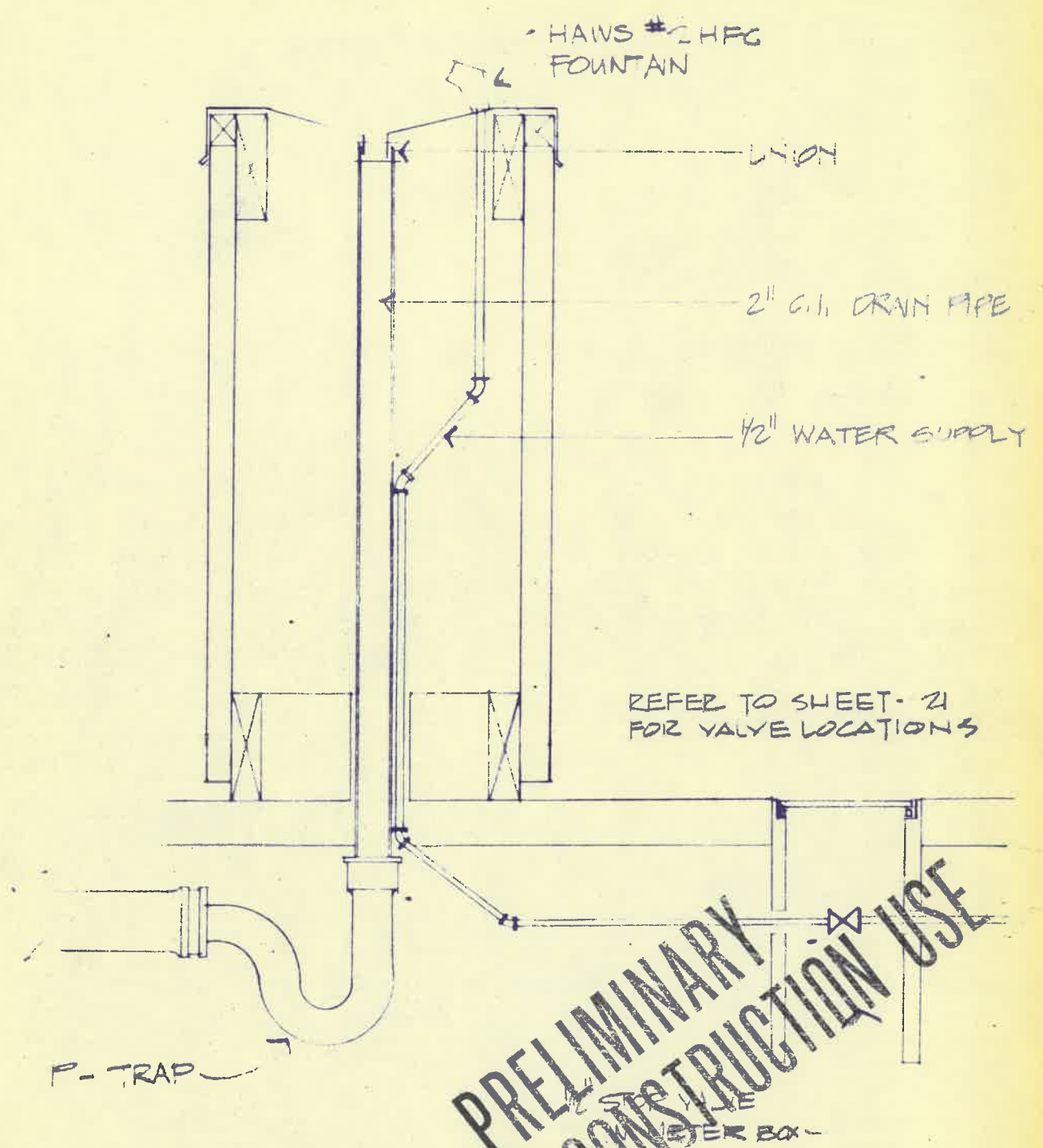
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20









TYPICAL DRINKING FOUNTAIN PLUMBING

PRELIMINARY  
NOT FOR CONSTRUCTION USE

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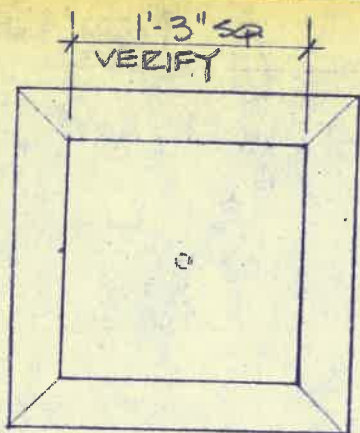
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22





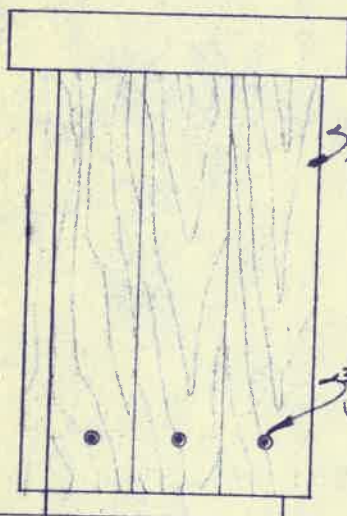
PLAN

NOTES:

- STAIN ALL WOOD MEMBERS WITH OLYMPIC STAIN #710 - 2 COATS - ONE PRIOR TO ASSEMBLY.
- PAINT ALL EXPOSED METAL CONDITIONS FLAT BLACK.
- EASE ALL EDGES OF 2X6'S

\* 70.32  
(6)

COUNTERSINK  $\frac{3}{8}$ "  $\phi$  x  
2 1/2" LAG SCREWS  
RUBBERMAID LINER  
NO. 3560



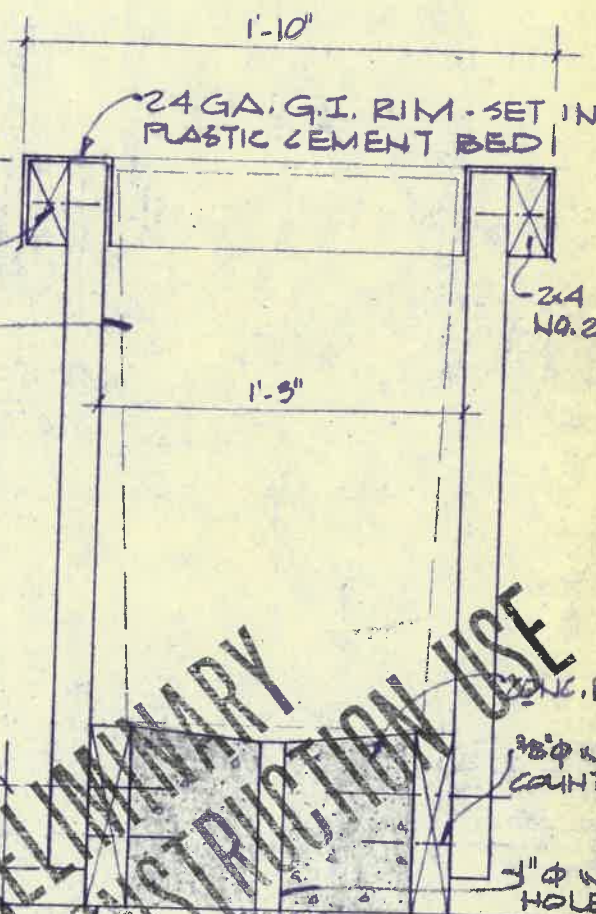
ELEVATION

1" = 1'-0"

2X6 SELECT  
STRUCTURAL  
D.F.H.O.C.

$\frac{3}{8}$ "  $\phi$  x 5" A.B.  
WITH WASHERS

2'-6"



2 CU. FT. GRAVEL  
SUMP  
2X6 BASE w/ MITERED CORNERS  
P.T. METHOD NO. 2 - NO. 1 GRADE



WASTE RECEPTACLE

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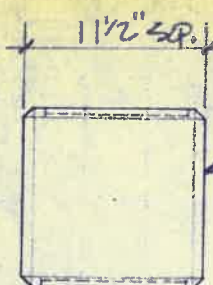
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23

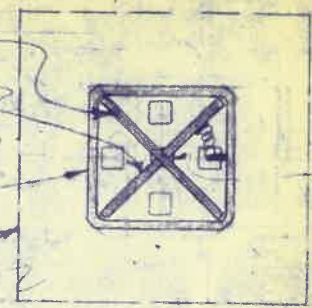




CHAMFER ALL EDGES 1"

2 7 1/2" x 1/4" x 9" GRIND  
2 3/4" x 1/4" x 9" TO FIT  
EMBEDDED TUBE 6" SQ.  
6" x 6" x 5/16" x 15"

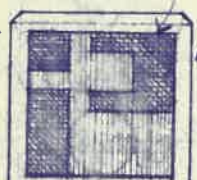
OUTLINE OF BOLLARD



PLAN

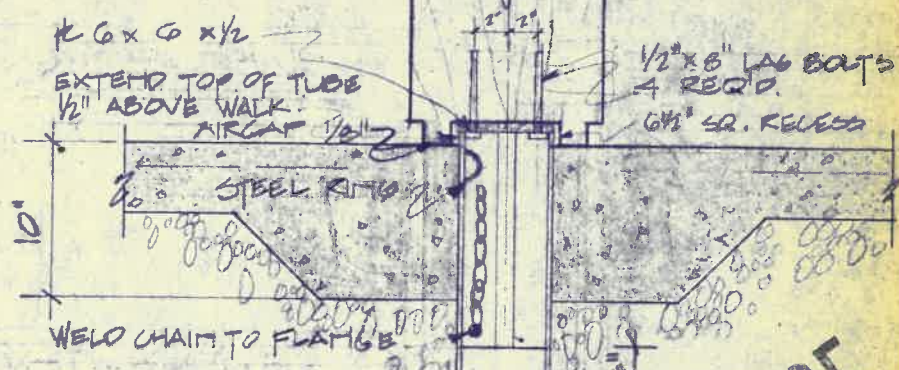
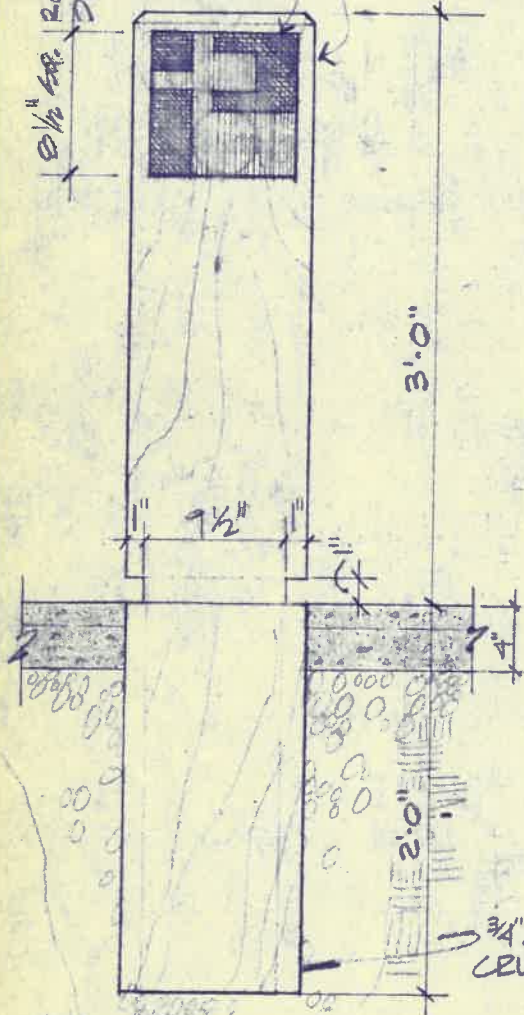
LOGO ON FRONT & BACK OF MIDDLE BOLLARD  
3/16" R @ ALL VERTICAL EDGES

3/16" R @ ALL VERTICAL EDGES



NOTE:

- LUMBER: OLD GROWTH D.F. DENSE SEL. STRUCTURAL F.H.O.C.
- PRESSURE TREAT ALL WOOD AFTER FABRICATION. METHOD #1.
- WELD 3"Ø WELDED STEEL RING TO 3/16"Ø x 6" ST'L R. CAST R IN CONC. SLAB.
- PROVIDE 12' LENGTH OF CHAIN (PER REMOV. BOLL.) 4/0 TRADE SIZE & MASTER "SUPER SECURITY" PADLOCK FOR EA. REMOV. BOLL.
- WELD 3"Ø WELDED ST'L RING TO EMBEDDED TUBE. WELD CHAIN TO FLANGE CONNECTED TO BOLLARD.
- SEE FAINT SCHEDULE IN SPECS. FOR LOGO COLORS
- ALL METAL & BOLTS - GALV. IRON.



1 STANDARD BOLLARD  
24

2 REMOVABLE BOLLARD  
24

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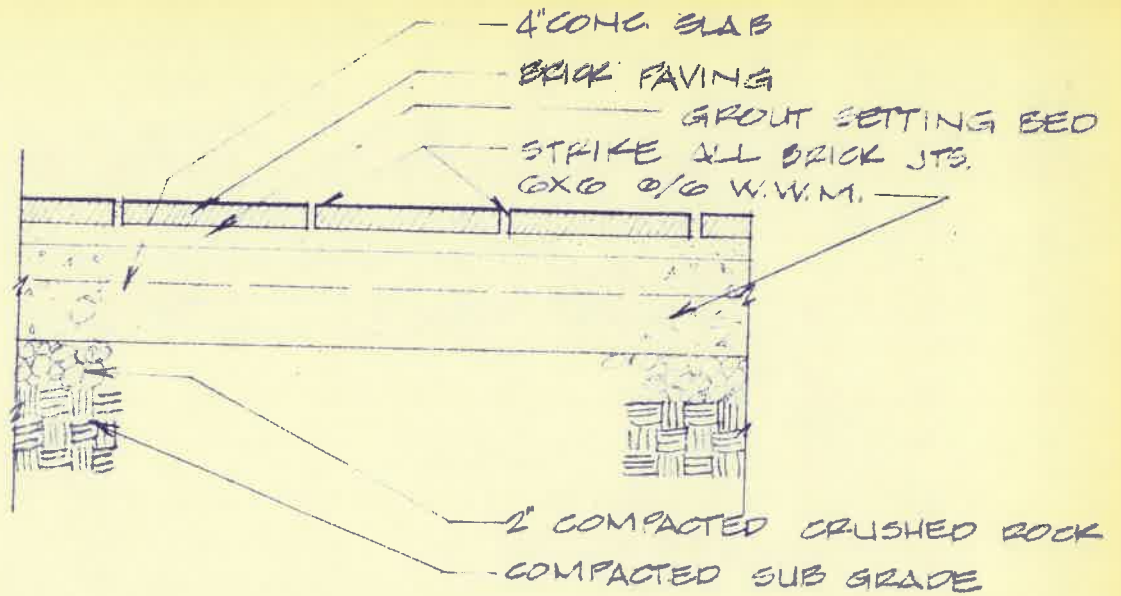
PLANNING / LANDSCAPE ARCHITECTURE

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3-22-72

24

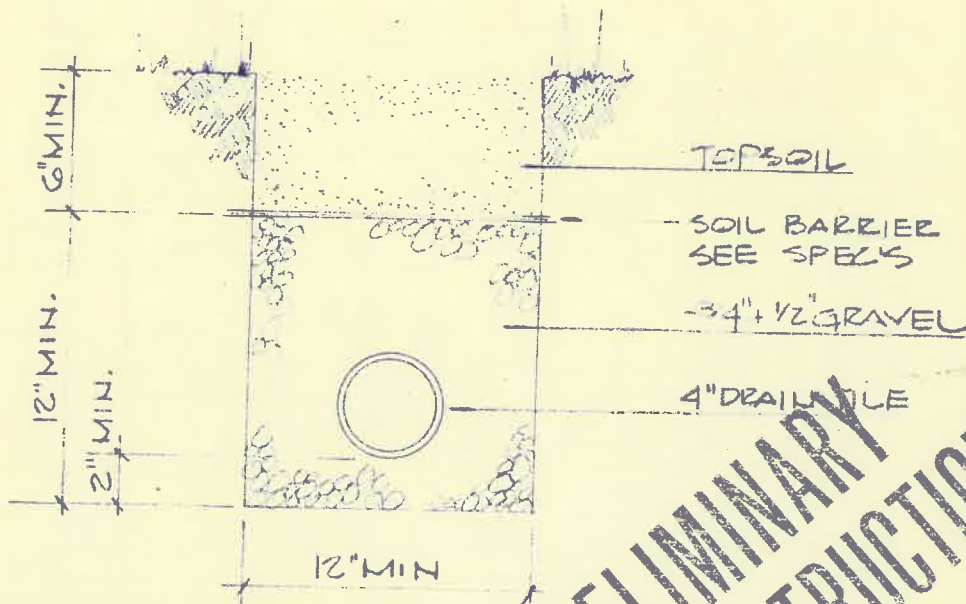




1  
25

TYPICAL BRICK PAVING DETAIL

1 1/2" = 1'-0"



2  
25

DRAIN TILE DETAIL

PRELIMINARY  
NOT FOR CONSTRUCTION USE

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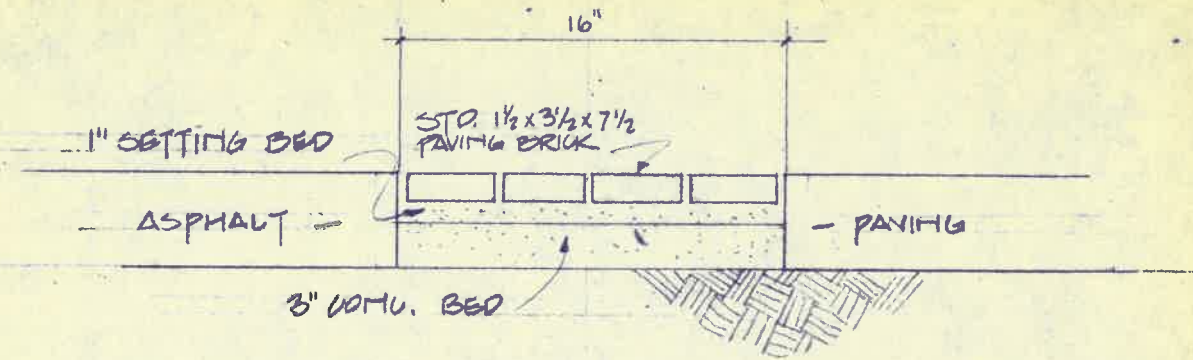
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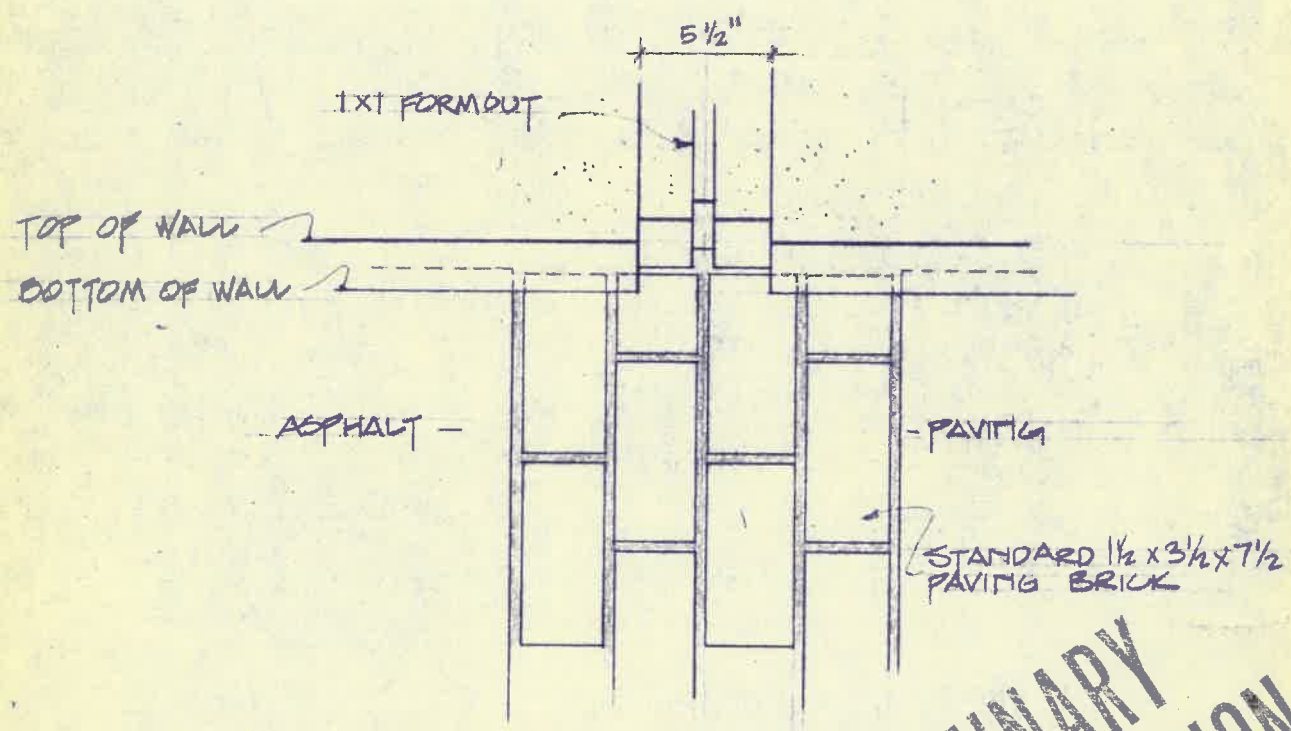
25





(2)

SECTION



PLAN  
AT WALL

1  
26

BRICK PAVING DETAIL

PRELIMINARY  
NOT FOR CONSTRUCTION USE

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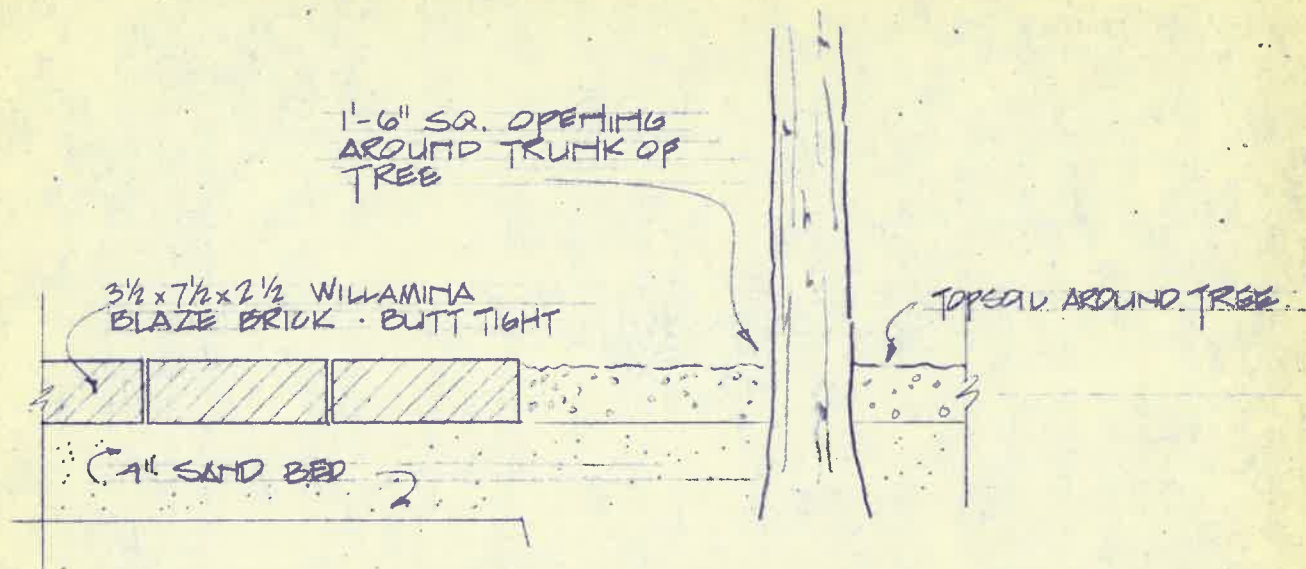
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SCALE 3/2" = 1'

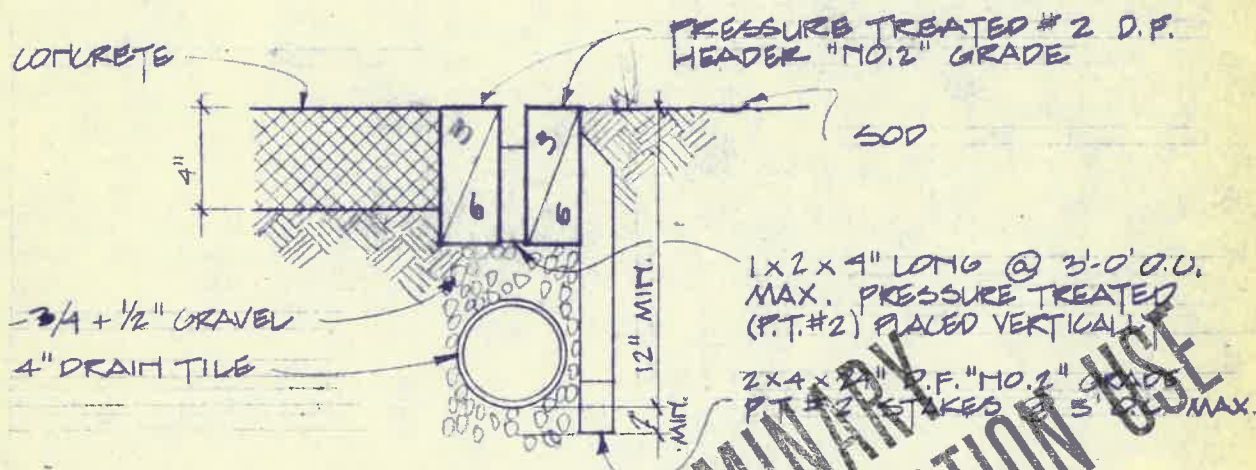




1  
28

BRICK PAVING DETAIL

N.T.S.



2  
28

FRENCH DRAIN DETAIL

N.T.S.

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28



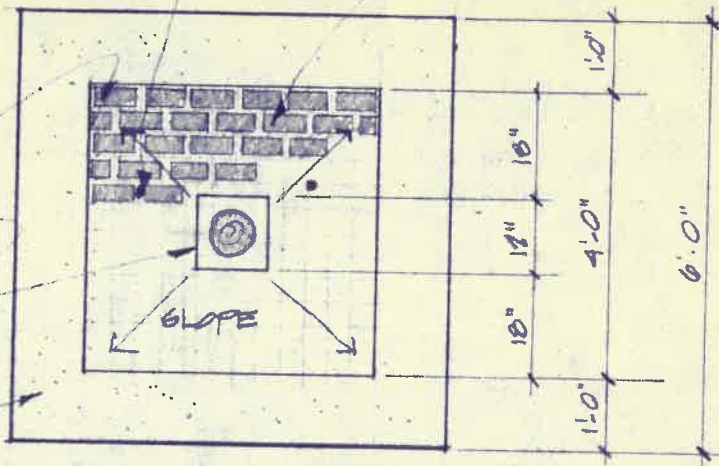
TREE STAKES @  
SPACES BETWEEN  
BRICKS - SEE  
FOR STAKING

PATTERN - VERIFY  
DIRECTION WITH  
LANDSCAPE ARCH.

TREE

MOUND BRICK AT  
CENTER + 2"

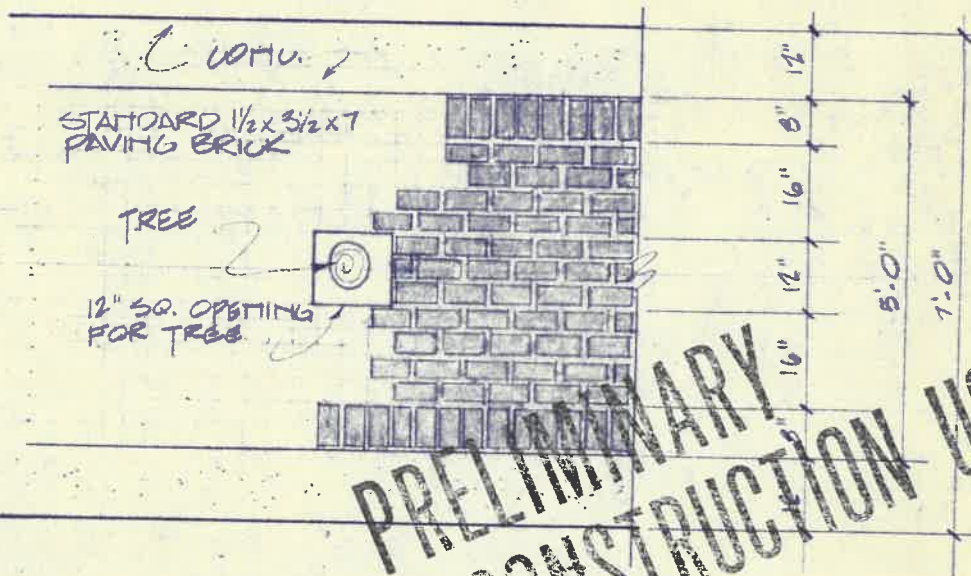
WOMU.



1  
29

# TREE WELL DETAIL

SCALE 3/8" = 1'-0"



2  
29

# BRICK PAVING DETAIL

SCALE 3/8" = 1'-0"

PRELIMINARY  
NOT FOR CONSTRUCTION USE

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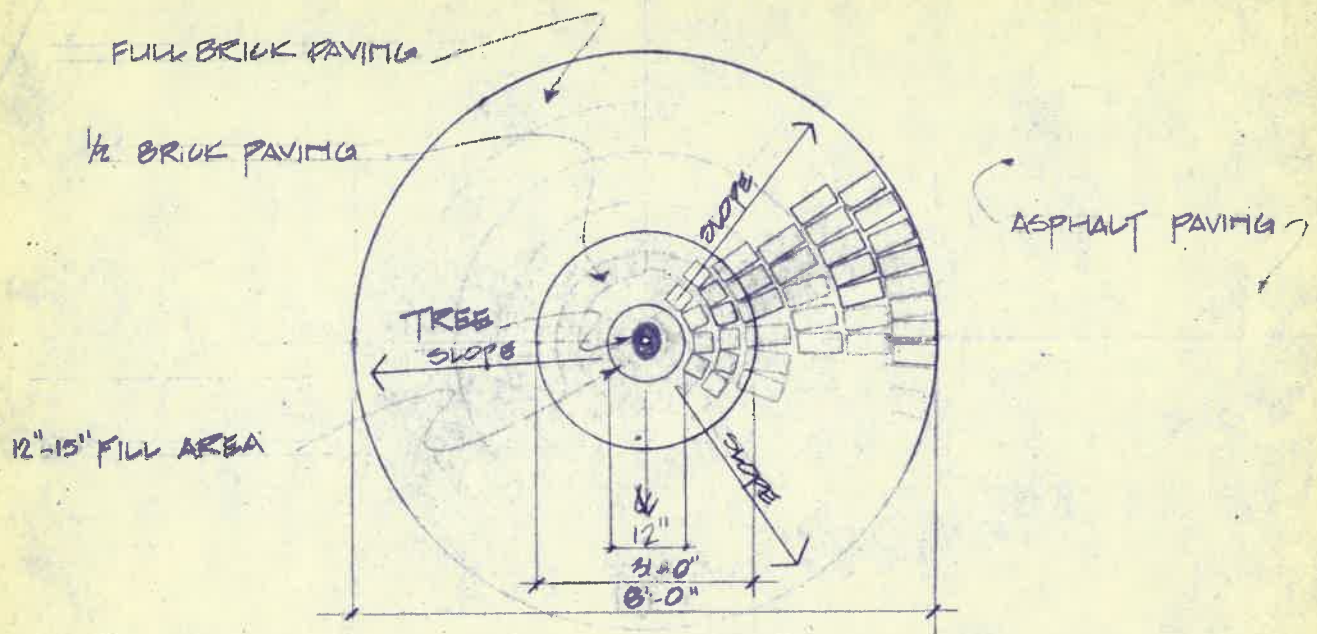
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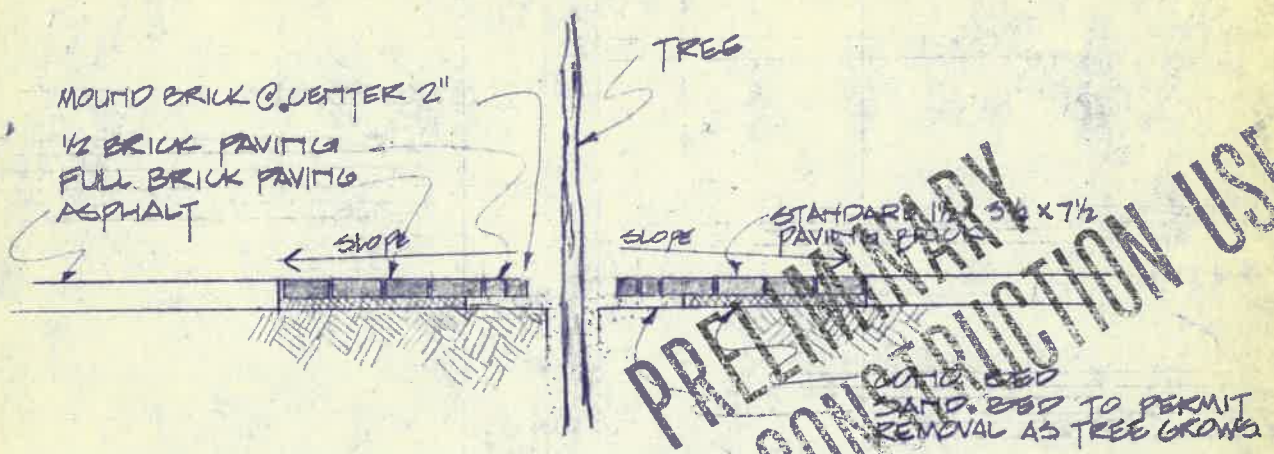
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29





PLAN



SECTION

1  
30

CIRCULAR TREE WELL DETAIL

SCALE APPROX 3/8" = 1'-0"

PRELIMINARY  
NOT FOR CONSTRUCTION USE

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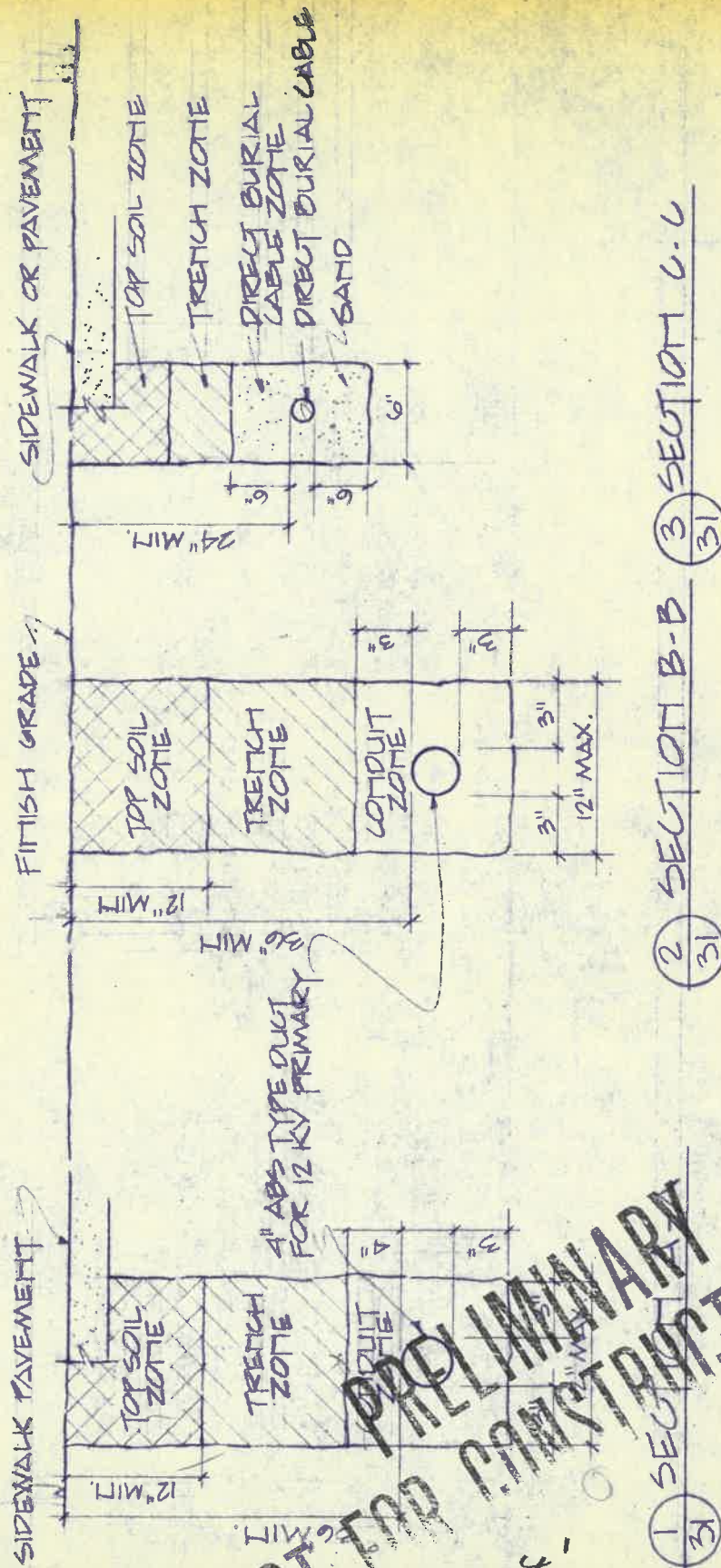
13.20.72

30



# NOTES

- SEE ELEC. SPECS



SECTION 1 SECTION 2 SECTION 3 SECTION 4

TRENCH SECTIONS - UNDERGROUND PRIMARY, SECONDARY & BRANCH CIRCUITS.  
NOT TO SCALE

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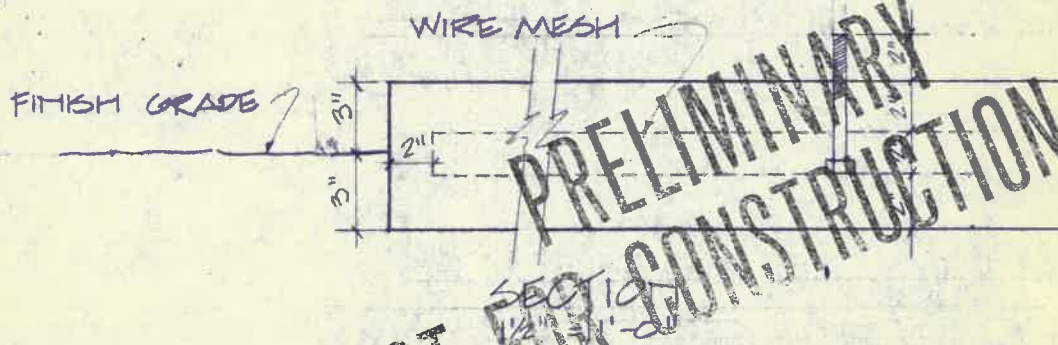
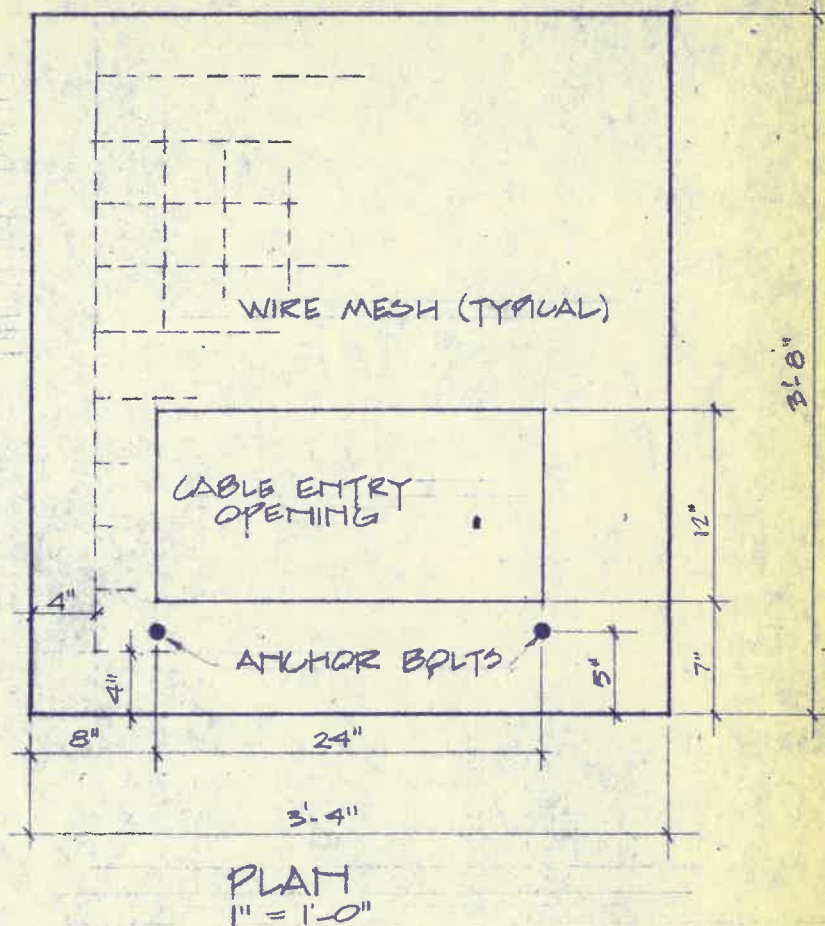
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31



# NOTES

- CONSULT SERVING UTILITY FOR PAD MATERIAL SPECS.
- PAD TO BE INSTALLED BY ELEC. SUBCONTRACTOR AND SHALL MEET APPLICABLE CODE REQUIREMENTS.
- CONSULT SERVING UTILITY FOR PAD INSTALLATION DETAILS PRIOR TO PAD INSTALLATION.
- SEE ELEC. SPECS.



1  
32

TRANSFORMER PAD DETAILS

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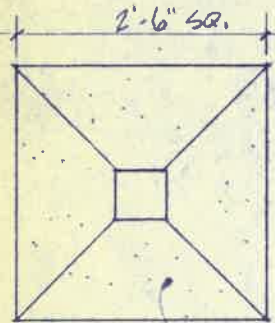
32



250 WATT MERCURY VAPOR  
LUMINAIRE

CAST LOWER GUARD

LUMINAIRE SHOWN LOCATED FROM  
TOP OF POLE



4" CONC. BASE  
2 # 3 HOOPS

1/2" EXP. JT. BETWEEN  
POLE & CONC. TYP.  
4" SIDE SIDES

3/4" SLOPE

PAD BY GENERAL  
FINISH GRADE

15' WOOD POST ABOVE FINISH GRADE  
POLE BY ELECT. WIRE WITH ALUMINUM  
SHEATHED CABLE TYPE ALS. POLE  
FINISH (TEXTURE & COLOR) SPECIFIED  
BY LANDSCAPE ARCHITECT.

POLE 4 1/2" x 5 1/4"

WEATHERPROOF, WATERTIGHT JUNCTION  
BOX WHERE SHOWN ON PLANS. SIZE  
AS REQUIRED, CROUSEHINDS #WJBF  
WITH TAMPERPROOF SCREWS.

RIVER RUN GRAVEL FOOTING

POLE LUMINAIRE TYPES 1 & 2  
MOUNTING DETAIL

NOT TO SCALE

1  
33

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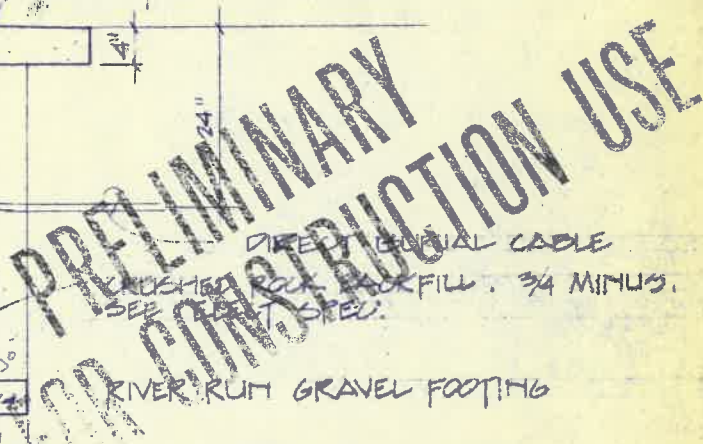
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33





NOT TO SCALE

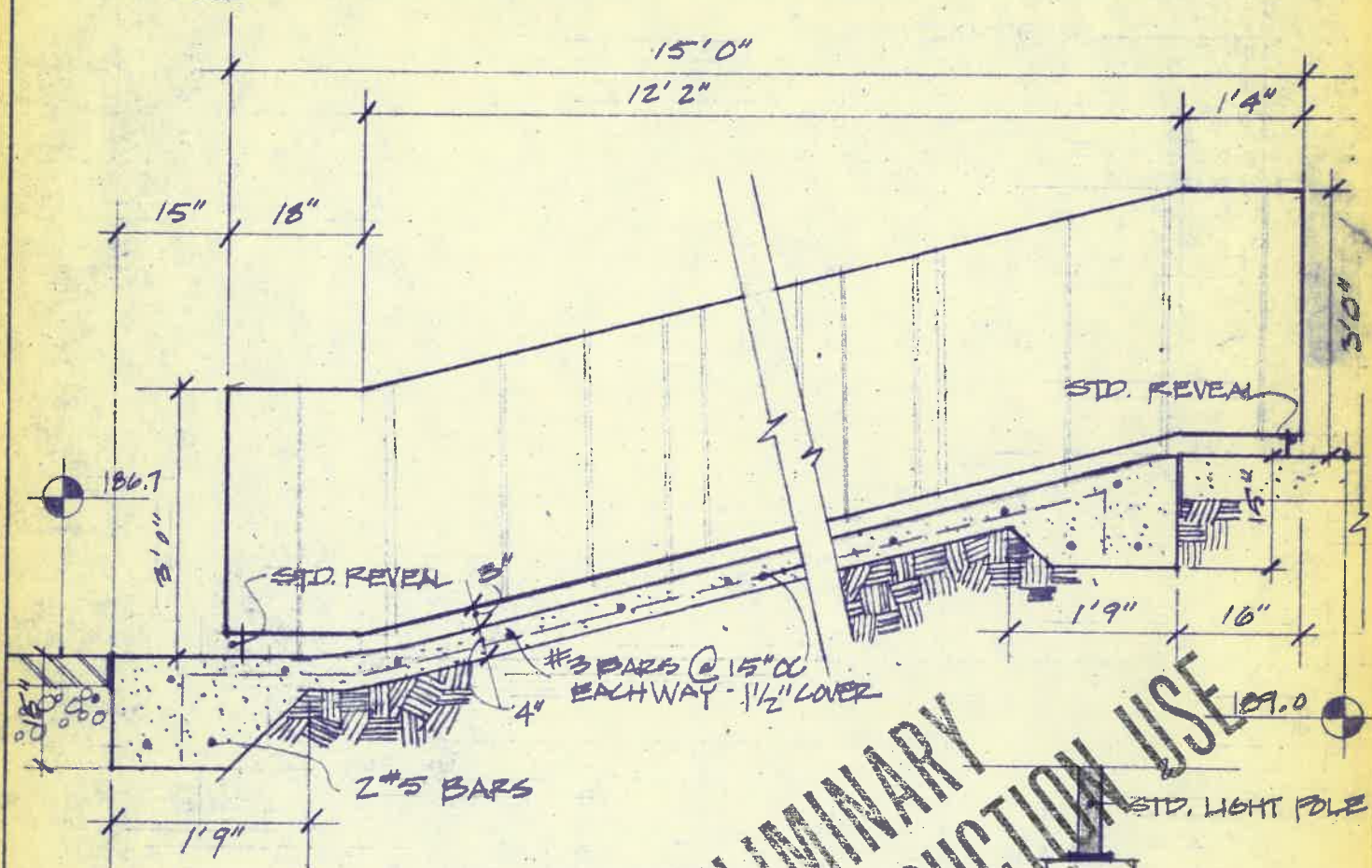


35



1  
36

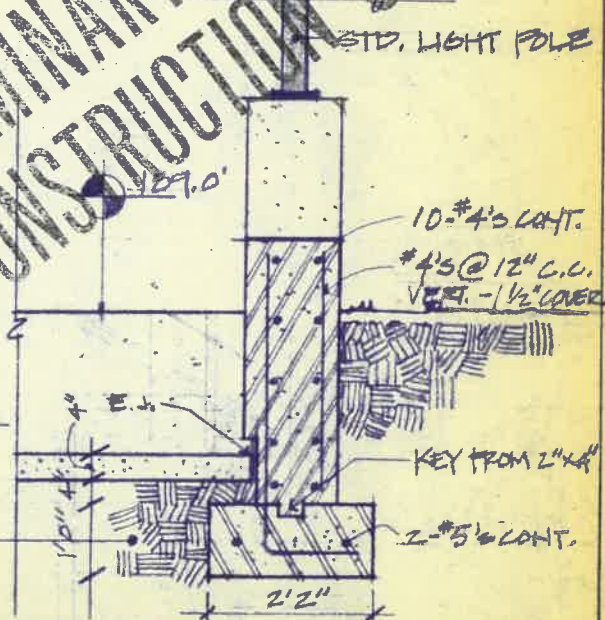
RAMP & WALL LONG. C/S - 1/2" = 1'0"



2  
36

RAMP & WALL C/S - 3/8" = 1'

COMPACTED  
FILL



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36







2" x 4" P.T. D.F. HD'ER.  
W/ 2" x 4" x 24" P.T. #2 D.F.  
STAKES - 5' 0" O.C.

EXIST. D.F.

1/4" - CRUSHED ROCK x  
6" DEPTH

1'-8" x 6" DEEP CONC. BAND  
STEEL TROWEL FIN. - SLOPE  
@ 1/4" / FT.

6" CONC. SLAB - SLOPE  
@ 1/4" / FT. BROOM FIN.

KLUKITAT  
MALL

2" 1/4" -  
CONC.

12" BAND

2" x 4" HDR

2" x 4" BOLLARDS.  
CENTER BOLLARDS (2)  
REMOVABLE.

2" 1/4" MINUS CRUSHED  
ROCK W/ 6" ROUGH SLAB  
BENEATH

1 BAND SECTION  
38 1/4" = 1'-0"

2 KLUKITAT MALL - REVISION  
38 SCALE = 1/8" = 1'-0"

3-572 WHIT

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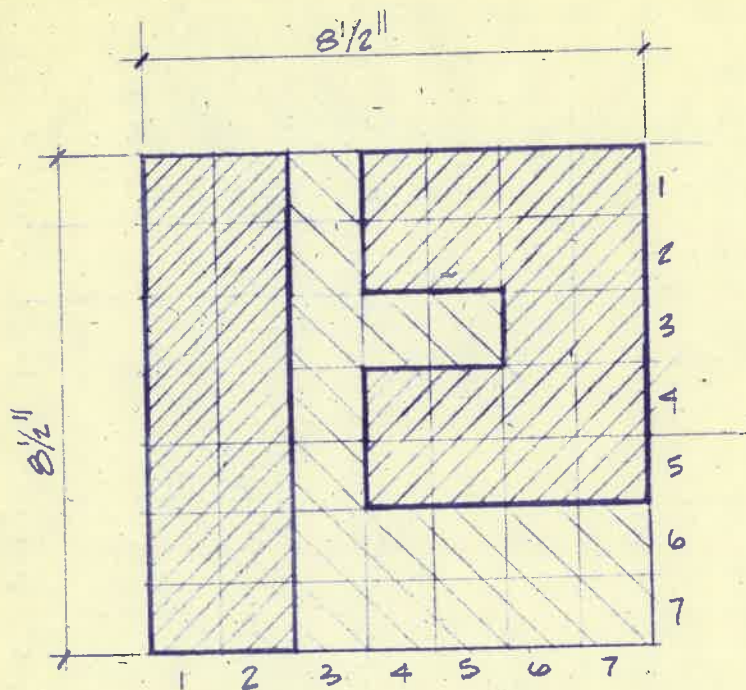
813 SW ALDER STREET,

PORTLAND, OREGON

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38





BACKGROUND - ROUT 39  
PAINT ORANGE



LETTERS - ROUT 1/2  
PAINT PURPLE



LOGO  
PTS

PRELIMINARY  
NOT FOR CONSTRUCTION USE

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EXECUTIVE DIR.

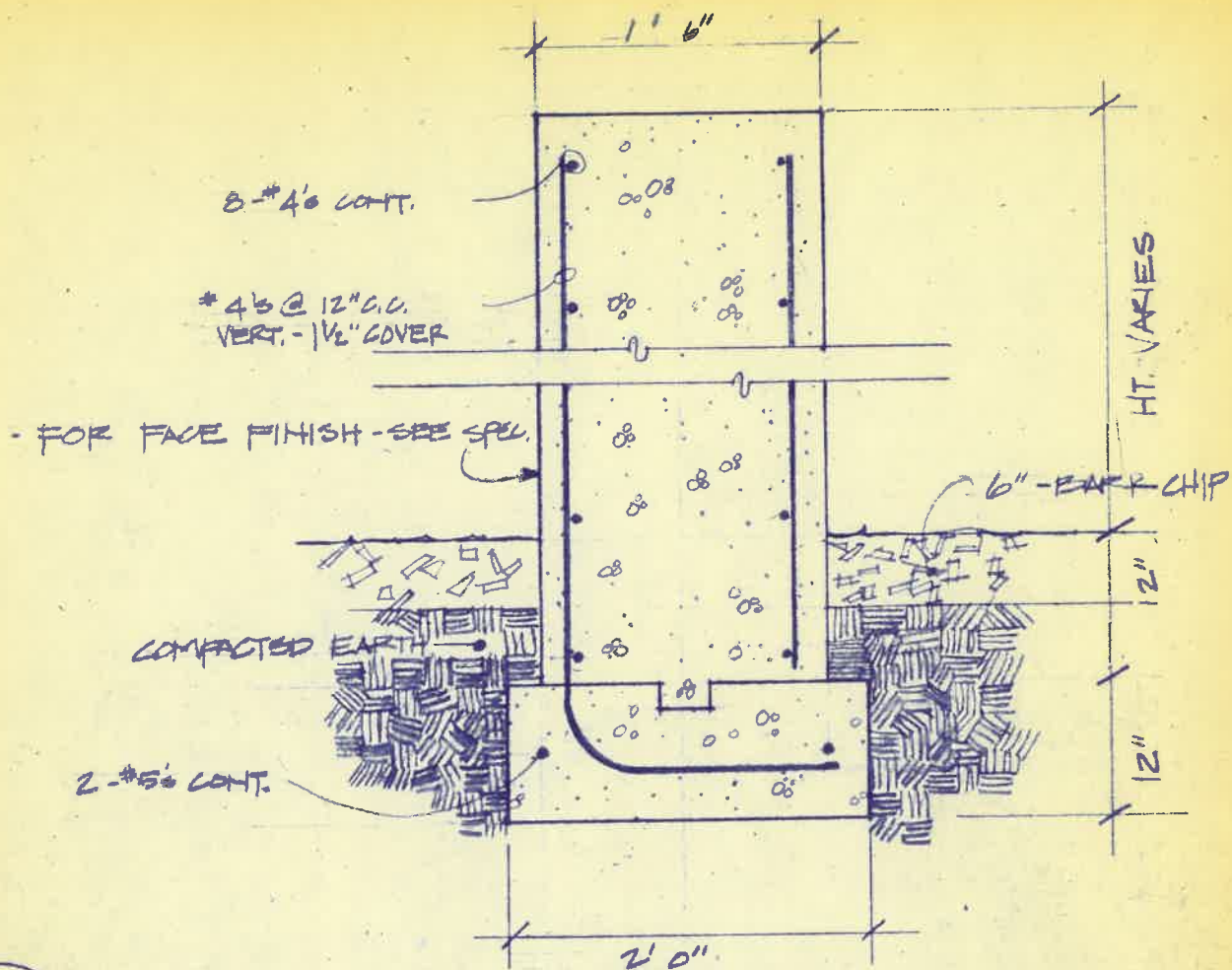
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39

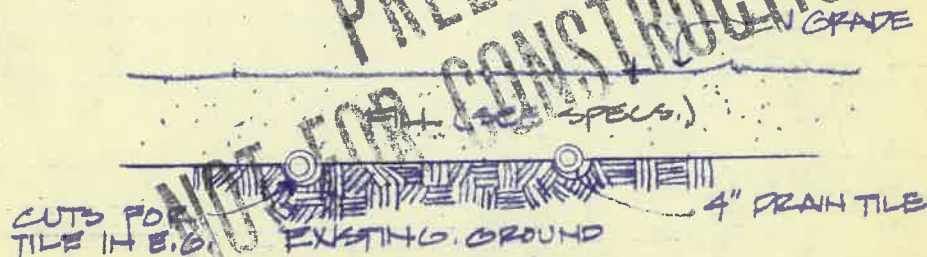




1  
40

FREESTANDING WALL DETAILS

PRELIMINARY  
NOT FOR CONSTRUCTION USE



2  
40

DRAIN TILE DETAIL (BALL FIELD)

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PROJECT ENG.  
EXECUTIVE DIR.

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PORTLAND, OREGON

40



# **SPECIFICATIONS**

OFFICE COPY



**IRVING PARK** IMPROVEMENT  
PHASE **IA**  
IRVINGTON NEIGHBORHOOD DEVELOPMENT PROGRAM  
PORTLAND, OREGON ORE · A · 5 · 2



TO: All prime contract bidders and contract document holders of record.

IRVING PARK IMPROVEMENT PHASE I-A  
IRVINGTON NEIGHBORHOOD DEVELOPMENT PROGRAM  
ORE. A-5-2  
Portland, Oregon

Bid: 2:00 P.M., July 17, 1972

ADDENDUM NO. 1, July 12, 1972, p. 1 of 2

Acknowledge receipt of this Addendum by inserting its number in the Bid Form. Failure to do so may subject bidder to disqualification. This Addendum forms a part of the Contract Documents. It modifies them as follows:

TECHNICAL SPECIFICATIONS

1. Section 2H, paragraph 2H-3, C. SEEDED LAWNS, p. 112.

In sub-paragraph (1) the words "2-inches of textural soil amendment" are deleted.

2. Section 2N, paragraph 2N-2, A. BASKETBALL GOALS, p. 125

The entire paragraph is changed to read as follows:

"A. BASKETBALL GOALS

Model No. 743 manufactured by Miracle Equipment Co.; or Approved.  
One standard color selected by Engineer in lieu of stripes.  
Eighteen (18) required as follows:

Standard 32-inch extension -- 12 required.  
48-inch extension -- 6 required."

3. Section 2N, paragraph 2N-3, A. INSTALLTION OF WORK SPECIFIED IN THIS SECTION, p. 126

The following sub-paragraph is added:

"Set basketball goal posts in 16-inch diameter by 48-inch deep (minimum) concrete footings; allow for pavement thickness over top of footing."



4. Section 15A, paragraph 15A-3, A, 2. Shut-off and Drain Valves, p. 156

The entire paragraph is changed to read as follows:

"2. Shut-off and Drain Valves:

Gate valve, 125 PSI, SWP, ASTM B-62 bronze body and ASTM B-371 silicone bronze stem, inside screen rising stem with packing gland, union bonnet, solid wedge disc cast iron handle, screw end gate valve. Nibco-Scott, 'T-124'; Kennedy, 'No. 525'; Crane, 'No. 428-UB'; or Approved."

5. Section 15A, paragraph 15A-3, B. EXECUTION, p. 157

The following sub-paragraph is added:

"Provide valve boxes at shut-off and drain valves."

DRAWINGS

6. Sheet 3, Grading, Drainage & Mechanical

- (a) At the Tot Play Area the note "1-inch globe valve" is deleted and replaced with "1-inch shut-off valve."
- (b) At the Tot Play Area the following work related to the drainage of the wading pool constructed under this contract is deleted:

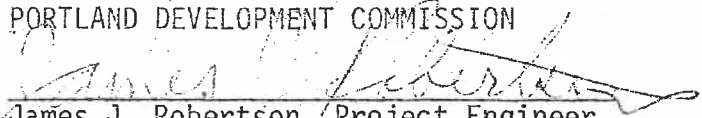
- 3-inch C.I. pipe.
- 1-inch drain valve.
- 4-inch drain pipe from drain valve to catch basin/dry well.
- catch basin/dry well.
- 50 feet of 4-inch drain pipe.

The above deleted work shall be replaced with a 2-inch C.I. pipe from the wading pool drain to existing sump located at the south end of the existing wading pool and a 2-inch drain valve and valve box provided at a location on the 2-inch C.I. pipe as approved by the Engineer; connection of the 2-inch C.I. pipe to the sump shall be as approved by the Engineer and in accordance with applicable codes; Contractor shall verify elevations required for proper water flow in pipe with Engineer before proceeding with pipe installation.

Date July 12, 1972

PORTLAND DEVELOPMENT COMMISSION

By

  
James J. Robertson, Project Engineer

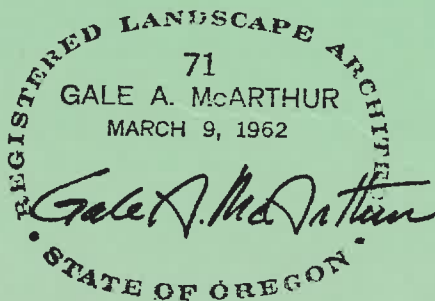


CONTRACT DOCUMENTS

FOR

IRVING PARK Improvements, Phase I-A  
IRVINGTON NEIGHBORHOOD DEVELOPMENT PROGRAM  
ORE. A-5-2  
PORTLAND DEVELOPMENT COMMISSION  
PORTLAND, OREGON

MITCHELL/MCARTHUR/GARDNER/O'KANE/ASSOCIATES  
Planning/Landscape Architecture  
813 S. W. Alder  
Portland, Oregon 97205  
227-2601



SET NO. 4



# TABLE OF CONTENTS

<u>INSTRUCTIONS AND FORMS</u>		Page No.
DIVISION A	INVITATION FOR BIDS-----	1
DIVISION B	INSTRUCTIONS TO BIDDERS-----	3
1.	Use of Separate Bid Forms-----	3
2.	Interpretations or Addenda-----	3
3.	Inspection of Site-----	3
4.	Alternative Bids-----	4
5.	Bids-----	4
6.	Bid Guaranty-----	5
7.	Collusive Agreements-----	5
8.	Corrections-----	6
9.	Time for Receiving Bids-----	6
10.	Opening of Bids-----	6
11.	Withdrawal of Bids-----	6
12.	Award of Contract: Rejection of Bids-----	7
13.	Execution of Agreement: Performance and Payment Bond-----	7
14.	Wages and Salaries-----	8
15.	Prequalification-----	8
16.	Subcontractor List-----	9
17.	Equal Employment Opportunity-----	9
18.	Substitutions-----	9
19.	Pre-Construction Conference Relating to Affirmative Action Program for Equal Employment Opportunity-----	10
DIVISION C	BID FORM-----	12
DIVISION D	FORM OF NON COLLUSION AFFIDAVIT OF PRIME BIDDERS-----	16
DIVISION E	FORM OF BID BOND-----	17
DIVISION G	FORM OF AGREEMENT-----	19
DIVISION H	FORM OF PERFORMANCE AND PAYMENT BOND-----	21
<u>GENERAL SPECIFICATIONS</u>		
DIVISION I	GENERAL CONDITIONS, PART I-----	24
101.	Definitions-----	24
102.	Superintendence by Contractor-----	26
103.	Subcontracts-----	26
104.	Other Contracts-----	28
105.	Fitting and Coordination of the Work-----	28



106.	Mutual Responsibility of Contractors-----	28
107.	Progress Schedule-----	29
108.	Payments to Contractor-----	30
109.	Changes in the Work-----	32
110.	Claims for Extra Cost-----	33
111.	Termination: Delays: and Liquidated Damages: -----	34
112.	Assignment or Novation-----	36
113.	Disputes-----	36
114.	Technical Specifications and Drawings-----	37
115.	Shop Drawings-----	37
116.	Requests for Supplementary Information-----	38
117.	Materials and Workmanship-----	38
118.	Samples, Certificates and Tests-----	39
119.	Permits and Codes-----	40
120.	Care of Work-----	42
121.	Accident Prevention-----	43
122.	Sanitary Facilities-----	43
123.	Use of Premises-----	44
124.	Removal of Debris, Cleaning, etc.-----	44
125.	Inspection-----	44
126.	Review by Local Public Agency-----	46
127.	Final Inspection-----	46
128.	Deduction for Uncorrected Work-----	46
129.	Insurance-----	47
130.	Patents-----	48
131.	Warranty of Title-----	48
132.	General Guaranty-----	49
133.	Responsibility of Contractor-----	49
134.	Communications-----	49
135.	Interpretation of Specifications-----	50
136.	Control of Project-----	50

DIVISION J      GENERAL CONDITIONS, PART II-----52  
(Federal Labor-Standards Provisions)

201.	The Project to Which the Work Covered by this Contract Pertains----	52
202.	Defined Terms-----	52
203.	Minimum Salary Rates for Architects, Technical-----52 Engineers, Draftsmen and Technicians	
204.	Minimum Wage Rates for Laborers and Mechanics-----	55
205.	Underpayments of Wages or Salaries-----	61
206.	Fringe Benefits as Part of Wages-----	61
207.	Contract Work Hours Standards Act-Overtime Compensation-----	61
208.	Employment of Apprentices-----	62
209.	Contractor's Certificates-----	63
210.	Equal Employment Opportunity-----	63
211.	Employment of Certain Persons Prohibited-----	65
212.	Regulations Pursuant to So-Called "Anti-Kickback Act"-----	65
213.	Employment of Laborers or Mechanics Not Listed in Aforesaid Wage Determination Decision-----	65
214.	Fringe Benefits Not Expressed as Hourly Wage Rates-----	65
215.	Posting Wage Determination Decisions and Authorized Wage-----	66



216.	Complaints, Etc., by Employees-----	66
217.	Claims and Disputes Pertaining to Salary Rates for Technical Employees-----	66
218.	Claims and Disputes Pertaining to Wage Rates for Laborers and Mechanics-----	66
219.	Questions Concerning Certain Federal Statutes and Regulations-----	67
220.	Payrolls and Basic Payroll Records of the Contractor and Subcontractors-----	67
221.	Specific Coverage of Certain Types of Work by Employees-----	68
222.	Ineligible Subcontractors-----	68
223.	Interest of Certain Federal and Other Officials-----	68
224.	Provisions to be Included in Certain Subcontracts-----	69
225.	Breach of Foregoing Federal Labor-Standards Provisions-----	69

DIVISION K. ATTACHMENT TO PART II OF GENERAL CONDITIONS-----70  
("Anti-Kickback Act")

3.1.	Purpose and Scope-----	71
3.2.	Definitions-----	72
3.3.	Weekly statement with respect to payment of wages-----	72
3.4.	Submission of weekly statements and the preservations and inspection of weekly payroll records-----	74
3.5.	Payroll deductions permissible without application to or approval of the Secretary of Labor-----	75
3.6.	Payroll deductions permissible with the approval of the Secretary of Labor-----	76
3.7.	Applications for the approval of the Secretary of Labor-----	76
3.8.	Action by the Secretary of Labor upon applications-----	76
3.9.	Prohibited payroll deductions-----	76
3.10.	Methods of payment of wages-----	77
3.11.	Regulations part of contract-----	77

DIVISION L GENERAL CONDITIONS, PART III-----78  
(Non-Federal Labor-Standard Provisions)

301.	General Provisions-----	78
302.	Other Stipulations-----	78
303.	Minimum Hourly Rate of Wage-----	79
304.	Payment for Medical Care & Attention to Employees-----	79

DIVISION M SPECIAL CONDITIONS-----

401.	Project Site-----	80
402.	Time for Completions-----	80
403.	Liquidated Damages-----	80
404.	Partial Use of Site Improvements-----	80
405.	Contract Documents & Drawings-----	81
406.	Division, Section & Paragraph Numbering-----	81
407.	Specifications-----	81
408.	Number of Specified Items Required-----	81
409.	Abbreviations-----	82
410.	Standard Specifications-----	83



411.	Not Used-----	83
412.	Lines & Levels-----	83
413.	Storage of Materials-----	83
414.	Access to Abutting Storage Facilities-----	83
415.	Project Record Documents-----	84
416.	Owner's Maintenance Brochure-----	85
417.	Repair of Existing Material-----	85
418.	Defective & Damaged Work-----	85
419.	Cutting & Patching-----	85
420.	Vehicular Traffic Control-----	86
421.	Certificates of Compliance-----	86
422.	Existing Underground Utilities-----	87
423.	Permits-----	87
424.	Character of Workmen & Equipment-----	88
425.	Cooperation of Contractor-----	88
426.	Measurements-----	89
427.	Vandalism & Theft-----	89

## DIVISION N SCHEDULE OF DRAWINGS-----90

### TECHNICAL SPECIFICATIONS

#### DIVISION I - GENERAL REQUIREMENTS

Section 1A	Statement of Work-----	91
Section 1B	Base Bid & Alternates-----	92
Section 1C	Temporary Facilities-----	94
Section 1D	Inspection and Tests-----	97

#### DIVISION 2 - SITEWORK

Section 2C	Demolition-----	99
Section 2D	Earthwork-----	101
Section 2F	Site Drainage-----	108
Section 2H	Lawns-----	110
Section 2K	Tot Play Area Play Structures & Surfacing-----	115
Section 2L	Bituminous Paving & Walks-----	119
Section 2M	Synthetic Surfacing-----	123
Section 2N	Miscellaneous Site Improvements & Specialties-----	125

#### DIVISION 3 - CONCRETE

Section 3A	Concrete Form Work-----	127
Section 3B	Expansion & Contraction Joints-----	130
Section 3C	Concrete Reinforcement-----	132
Section 3D	Cast-in-Place Concrete-----	134

#### DIVISION 6 - CARPENTRY

Section 6H	Wood Treatment-----	143
------------	---------------------	-----



DIVISION 7 - MOISTURE CONTROL

Section 7C	Dampproofing-----	145
Section 7H	Sheet Metal Work-----	146
Section 7I	Sealants-----	148

DIVISION 9 - FINISHES

Section 9K	Painting-----	150
------------	---------------	-----

DIVISION 15 - MECHANICAL

Section 15A	Mechanical Work-----	155
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CONSTRUCTION DETAILS

Sheets 1D thru 13D



## INVITATION FOR BIDS

The PORTLAND DEVELOPMENT COMMISSION will receive sealed Bids for IRVING PARK Improvements, Phase I-A until 2:00 P. M., Pacific Daylight Time, on the 17th day of July, 1972, at 1700 S. W. Fourth Avenue, Portland, Oregon 97201, at which time and place all Bids will be publicly opened and read aloud.

The work includes demolition, earthwork, site drainage, lawn, play structures and equipment, basketball courts, crushed rock walks, concrete paving, reinforced concrete, asphaltic concrete paving, storm sewer system, and related improvements within the existing 16 acre park.

Contract Documents, including Drawings and Specifications, are on file at the office of the PORTLAND DEVELOPMENT COMMISSION, at 1700 S. W. Fourth Avenue, Portland, Oregon, the Builders Exchange Cooperative, the Plan Center and the office of Mitchell/McArthur/Gardner/O'Kane/Associates, 813 S. W. Alder, Portland, Oregon 97205.

Copies of the Contract Documents may be obtained by Prime Bidders only at the PORTLAND DEVELOPMENT COMMISSION, by depositing \$50.00 for two sets of documents so obtained. Each such deposit will be refunded if the Drawings and Contract Documents are returned in good conditions within ten (10) days after the Bid Opening.

A certified check or bank draft, payable to the order of the PORTLAND DEVELOPMENT COMMISSION, Negotiable U. S. Government bonds (at par value), or a satisfactory Bid Bond executed by the Bidder and an acceptable surety in an amount equal to ten percent (10%) of the total Bid, shall be submitted with each Bid.

Attention is called to the fact that not less than the minimum salaries and wages as set forth in the Contract Documents must be paid on this project, and that the Contractor must ensure that employees and applicants for employment are not discriminated against because of their race, creed, color, sex, or national origin.

Attention is called to provisions of Oregon Revised Statutes, Chapter 279, providing for prequalification. The qualification required for Bidders on this Contract shall be the regular City of Portland Prequalification Statement. The Bidders Prequalification Statement must be filed with the City Engineer not later than ten (10) days prior to the Bid Opening time.



## INVITATION FOR BIDS

Pursuant to Executive Order 11246, as amended, on Equal Employment Opportunity, a prime contractor and sub-contractor who sign a contract on a Federally-assisted construction project are required to take affirmative action toward equal employment opportunity and are required under certain conditions to present written Affirmative Action Programs. At preconstruction conferences, the successful bidder and his known principal sub-contractors shall be required to present and discuss the approach to be taken by the successful bidder and sub-contractors to implement the requirements of affirmative action for equal employment and training in accordance with Executive Order 11246, as amended.

The PORTLAND DEVELOPMENT COMMISSION reserves the right to reject any or all Bids or to waive any informalities in the bidding.

Bids may be held by the PORTLAND DEVELOPMENT COMMISSION for a period not to exceed thirty (30) days from the date of the opening of Bids for the purpose of reviewing the Bids and investigating the qualifications of the Bidders prior to awarding the Contract.

PORTLAND DEVELOPMENT COMMISSION

By 

John B. Kenward, Executive Director

Date: June 26, 1972



DIVISION B  
INSTRUCTIONS TO BIDDERS

1. USE OF SEPARATE BID FORMS

These Contract Documents include a complete set of bidding and Contract forms which are for the convenience of bidders and not to be detached from the Contract Documents, filled out, or executed. Separate copies of Bid Forms are furnished for that purpose.

2. INTERPRETATIONS OR ADDENDA

No oral interpretation will be made to any Bidder as to the meaning of the Contract Documents or any part thereof. Every request for such an interpretation shall be made in writing to the Local Public Agency. Any inquiry received seven or more days prior to the date fixed for opening of bids will be given consideration. Every interpretation made to a Bidder will be in the form of an Addendum to the Contract Documents, and when issued, will be on file in the office of the Local Public Agency and the office of the Landscape Architect at least five days before Bids are opened. In addition, all Addenda will be mailed to each person holding Contract Documents, but it shall be the Bidder's responsibility to make the inquiry as to the Addenda issued. All such Addenda shall become part of the Contract and all Bidders shall be bound by such Addenda, whether or not received by the Bidders.

3. INSPECTION OF SITE

Each Bidder should visit the site of the proposed work and fully acquaint himself with the existing conditions there relating to construction and labor, and should fully inform himself as to the facilities involved, the difficulties and restrictions attending the performance of the Contract. The Bidder should thoroughly examine and familiarize himself with the Drawings, Technical Specifications, and all other Contract Documents. The Contractor by the execution of the Contract shall in no wise be relieved of any obligation under it due to his failure to receive or examine any form or legal instrument or to visit the site and acquaint himself with the conditions there existing and the Local Public Agency will be justified in rejecting any claim based on facts regarding which he should have been on notice as a result thereof.



DIVISION B  
INSTRUCTIONS TO BIDDERS

4. ALTERNATIVE BIDS

No alternative bids will be considered unless alternative bids are specifically requested by the Technical Specifications.

5. BIDS

- a. All Bids must be submitted on forms supplied by the Local Public Agency and shall be subject to all requirements of the Contract Documents, including the Drawings, and these INSTRUCTIONS TO BIDDERS. All Bids must be regular in every respect and no interlineations, excisions or special conditions shall be made or included in the Bid Form by the Bidder.
- b. Bid Documents including the Bid, the Bid Guaranty, the Non Collusion Affidavit and the Statement of Bidder's Qualifications (if requested) shall be enclosed in an envelope which shall be sealed and clearly labeled with the project title, project number, name of Bidder, and date and time of bid opening in order to guard against premature opening of the bid.
- c. The Local Public Agency may consider as irregular any Bid on which there is an alteration of or departure from the Bid Form hereto attached and at its option may reject the same.
- d. If the Contract is awarded, it will be awarded by the Local Public Agency to a responsible Bidder on the basis of the lowest Bid and the selected Alternative Bid items, if any. The Contract will require the completion of the work according to the Contract Documents.
- e. Each Bidder shall include in his bid proposal the following information:

Principals

Names  
Social Security Numbers  
Home Addresses  
City, State, Zip Code

Firm

Name  
Treasury Number  
Address  
City, State, Zip Code



DIVISION B  
INSTRUCTIONS TO BIDDERS

6. BID GUARANTY

- a. The Bid must be accompanied by a Bid guaranty which shall not be less than 10 percent (10%) of the amount of the Bid. At the option of the Bidder, the guaranty may be a certified check, bank draft, negotiable U. S. Government Bonds (at par value), or a bid bond in the form attached. The Bid bond shall be secured by a guaranty or a surety company listed in the latest issue of U. S. Treasury Circular 570. The amount of such Bid bond shall be within the maximum amount specified for such Company in said Circular 570. No Bid will be considered unless it is accompanied by the required guaranty. Certified check or bank draft must be made payable to the order of the Portland Development Commission. Cash deposits will not be accepted. The Bid guaranty shall insure the execution of the Agreement and the furnishing of the surety bond or bonds by the successful Bidder, all as required by the Contract Documents.
- b. Revised Bids submitted before the opening of Bids, whether forwarded by mail or telegram, if representing an increase in excess of two percent (2%) of the original Bid, must have the Bid guaranty adjusted accordingly; otherwise the Bid will not be considered.
- c. Certified checks or bank drafts, or the amount thereof, Bid Bonds, and negotiable U. S. Government bonds of unsuccessful Bidders will be returned as soon as practical after the opening of the Bids.

7. COLLUSIVE AGREEMENTS

- a. Each Bidder submitting a Bid to the Local Public Agency for any portion of the work contemplated by the documents on which bidding is based shall execute and attach thereto, an affidavit substantially in the form herein provided, to the effect that he has not entered into a collusive agreement with any other person, firm, or corporation in regard to any Bid submitted.
- b. Before executing any subcontract the successful Bidder shall submit the name of any proposed subcontractor for prior approval and an affidavit substantially in the form provided in Section 103, SUBCONTRACTS under GENERAL CONDITIONS, PART I.



DIVISION B  
INSTRUCTIONS TO BIDDERS

8. CORRECTIONS

Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder.

9. TIME FOR RECEIVING BIDS

- a. Bids received prior to the advertised hour of opening will remain sealed and be securely kept. The officer whose duty it is to open them will decide when the specified time has arrived, and no Bid received thereafter will be considered; except that when a Bid arrives by mail after the time fixed for opening, but before the reading of all other Bids is completed, and it is shown to the satisfaction of the Local Public Agency that the nonarrival on time was due solely to delay in the mails for which the Bidder was not responsible, such Bid will be received and considered.
- b. Bidders are cautioned that, while telegraphic modifications of Bids may be received as provided above, such modifications, if not explicit and if in any sense subject to misinterpretation, shall make the Bid so modified or amended, subject to rejection.

10. OPENING OF BIDS

At the time and place fixed for the opening of Bids, the Local Public Agency will cause to be opened and publicly read aloud every Bid received within the time set for receiving Bids, irrespective of any irregularities therein. Bidders and other persons properly interested may be present, in person or by representative.

11. WITHDRAWAL OF BIDS

Bids may be withdrawn on written or telegraphic request dispatched by the Bidder in time for delivery in the normal course of business prior to the time fixed for opening; provided, that written confirmation of any telegraphic withdrawal over the signature of the Bidder is placed in the mail and postmarked prior to the time set for Bid opening. The Bid guaranty of any Bidder withdrawing his Bid in accordance with the foregoing conditions will be returned promptly.



DIVISION B  
INSTRUCTIONS TO BIDDERS

12. AWARD OF CONTRACT: REJECTION OF BIDS

- a. The Contract will be awarded to the responsible Bidder submitting the lowest Bid complying with the conditions of the Invitation for Bids. The Bidder to whom the award is made will be notified at the earliest possible date. The Local Public Agency, however, reserves the right to reject any and all Bids and to waive any informality in Bids received whenever such rejection or waiver is in its interest.
- b. The Local Public Agency reserves the right to consider as unqualified to do the work of general construction any Bidder who does not habitually perform with his own forces the major portion of the work involved in construction of the Improvements embraced in this Contract.

13. EXECUTION OF AGREEMENT: PERFORMANCE AND PAYMENT BOND

- a. Subsequent to the award and within ten days after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the Local Public Agency an Agreement in the form included in the Contract Documents in such number of copies as the Local Public Agency may require.
- b. Having satisfied all conditions of award as set forth elsewhere in these documents, the successful Bidder shall, within the period specified in paragraph "a" above, furnish a surety bond in a penal sum not less than the amount of the Contract as awarded, as security for the faithful performance of the Contract, and for the payment of all persons, firms or corporations to whom the Contractor may become legally indebted for labor, materials, tools, equipment or services of any nature including utility and transportation services, employed or used by him in performing the work. Such bond shall be in the same form as that included in the Contract Documents and shall bear the same date as, or a date subsequent to that of the Agreement. The current power of attorney for the person who signs for any surety company shall be attached to such bond. This bond shall be signed by a guaranty or surety company listed in the latest issue of the U. S. Treasury Circular 570 and the penal sum shall be within the maximum specified for such company in said Circular 570.



DIVISION B  
INSTRUCTIONS TO BIDDERS

- c. The failure of the successful Bidder to execute such Agreement and to supply the required bond or bonds within ten days after the prescribed forms are presented for signature, or within such extended period as the Local Public Agency may grant, based upon reasons determined sufficient by the Local Public Agency, shall constitute a default, and the Local Public Agency may either award the Contract to the next lowest responsible Bidder or readvertise for Bids, and may charge against the Bidder the difference between the amount of the Bid and the amount for which a Contract for the work is subsequently executed, irrespective of whether the amount thus due exceed the amount of the Bid bond. If a more favorable Bid is received by readvertising the defaulting Bidder shall have no claim against the Local Public Agency for a refund.

14. WAGES & SALARIES

- a. Attention of Bidders is particularly called to the requirements concerning the payment of not less than the prevailing wage and salary rates specified in the Contract Documents and the conditions of employment with respect to certain categories and classifications of employees. See GENERAL CONDITIONS, PART II AND PART III.
- b. The rates of pay set forth under GENERAL CONDITIONS, PART II, are the minimums to be paid during the life of the Contract. It is therefore the responsibility of Bidders to inform themselves as to local labor conditions, such as the length of work day and work week, overtime compensation, health and welfare contributions labor supply and prospective changes or adjustments of rates.

15. PREQUALIFICATION

- a. Attention of Bidders is called to the Oregon Revised Statutes, Chapter 279, providing for prequalification of Bidders on public contracts.
- b. The prequalification required for Bidders on this Contract shall be the regular City of Portland Prequalification Statement. The Bidders Prequalification Statement must be filed with the City Auditor not later than ten (10) days prior to the Bid opening time.



DIVISION B  
INSTRUCTIONS TO BIDDERS

16. SUBCONTRACTOR LIST

The Contractor shall submit with the Bid a list of subcontractors proposed for performance of any work not to be done with the Contractor's own forces.

17. EQUAL EMPLOYMENT OPPORTUNITY

Attention of Bidders is particularly called to the requirement for insuring that employees and applicants for employment are not discriminated against because of their race, sex, creed, color, or national origin. (See General Conditions, Part II, Section 210).

18. SUBSTITUTIONS

Bids must be based upon specific articles and materials named in the Technical Specifications and on the Drawings. Substitutions may be made only under the following conditions:

1. Seven calendar days, or more prior to bid opening date:

Requests for approval of different article or material from that specified shall be accompanied by samples, tests by impartial and recognized laboratories, records of performance, and such other information as the Engineer may request. Substitutions are approved only with understanding that contractor guarantees substituted article or material to be equal or better than that substituted article or material to be equal or better than that specified, and meets all requirements of the Drawings and Technical Specifications.

A bulletin to all bidders will be issued not less than 5 days prior to bid opening date listing all approved substitutions. No unlisted substitutions will be permitted.

19. PRE-CONSTRUCTION CONFERENCE RELATING TO AFFIRMATIVE ACTION PROGRAM FOR EQUAL EMPLOYMENT OPPORTUNITY

- a. Executive Order 11246, as amended, (Equal Employment Opportunity) required that a prime contractor or sub-contractor who signs a contract on a federally-assisted construction project assumes the obligation to take whatever affirmative actions are necessary to assure equal employment opportunity in all aspects of employment, irrespective of race, color, religion, sex or national origin.

DIVISION B  
INSTRUCTIONS TO BIDDERS

- b. All construction contractors and sub-contractors covered by the Executive Order 11246, as amended, are required to take affirmative action toward equal employment opportunity.
- c. Upon notification by the Local Public Agency, each successful bidder will be required to attend a Pre-Construction Conference with his known principal sub-contractors, including but not limited to major items of work such as heating, electrical, plumbing and so forth. The purpose of the Pre-Construction Conference is to discuss, among other considerations, the responsibility of the successful bidder and his sub-contractors under Executive Order 11246, and the requirement for a written Affirmative Action Program, if required, from the successful bidder and sub-contractor.
- d. Each successful bidder is hereby advised that a prepared Affirmative Action Program, in writing, will be required within 15 days after the Pre-Construction Conference under the following conditions:
  - 1. Where the prime contracts are of \$100,000 or more on projects costing \$1 million or more;
  - 2. where the sub-contracts are of \$100,000 or more on projects costing \$1 million or more, where such sub-contractors - (1) will employ the higher paid trades (such as plumbers, electricians, or iron-workers) and (2) the higher paid trades locally have little or no minority group representation; or
  - 3. where contracts or sub-contracts which are not covered by (1) or (2) above but which, because of location or other special factors are specifically identified.

The conditions set forth above are (X) are not ( ) applicable to this contract.

- e. An affirmative Action Program of the contractor or sub-contractor should reflect the following:
  - 1. Policy with respect to Equal Employment Opportunity,
  - 2. Appointment of an Equal Employment Opportunity Officer,



DIVISION B  
INSTRUCTIONS TO BIDDERS

3. Appropriate steps being carried out by the contractor of sub-contractor to:
  - (a) Assure non-discrimination in recruiting of new employees;
  - (b) Assure non-discrimination in hiring of new employees;
  - (c) Assure that the company makes use of apprenticeship and other training to help equalize opportunity for minority persons;
  - (d) Assure non-discrimination placement and promotion within the company;
  - (e) Assure non-discriminatory pay, working conditons and other compensation;
  - (f) Assure non-discrimination regarding demotion, layoff or termination of employees;
  - (g) Encourage non-discriminatory subcontracting, and;
  - (h) Follow through on its Affirmative Action Program verifying results and making changes and additions to the program as required.

End of Division B

DIVISION C  
BID FORM

TO: THE PORTLAND DEVELOPMENT COMMISSION  
1700 S. W. Fourth Avenue  
Portland, Oregon 97201

Gentlemen:

1. The undersigned, having become familiarized with the existing conditions of the Project Area affecting the cost of the work, and with the Contract Documents (which include Invitation for Bids, Instructions to Bidders, Bid Form, Form of Non-Collusion Affidavit, the Form of Bid Bond, the Form of Agreement, the Form of Performance and Payment Bond, General Conditions, Part I, II, and III, Special Conditions, Drawings, (as listed in the Schedule of Drawings), Technical Specifications, and Addenda, (if any) all as prepared by Mitchell/McArthur/Gardner/O'Kane/Associates under the direction of James J. Robertson, Project Engineer and on file in the office of the Portland Development Commission, hereby proposes to furnish all supervision, technical personnel, labor, materials, supplies, machinery, tools, appurtenances, equipment and services, including utility and transportation services required to construct and complete IRVING PARK IMPROVEMENT PHASE I-A in the IRVINGTON NEIGHBORHOOD DEVELOPMENT PROGRAM ORE. A-5-2, all in accordance with the above listed documents at and for the following sums:

A. Base Bid:

For Base Bid as defined in Section 1B of the Technical Specifications  
the sum of \_\_\_\_\_

\_\_\_\_\_ Dollars (\$) \_\_\_\_\_)



DIVISION C  
BID FORM

B. Alternate Bids:

If any one or all of the following alternate bids, as defined in Section 1B of the Technical Specifications, is or are accepted by the Portland Development Commission, the undersigned agrees to make the following adjustments to the above Base Bid.

No. 1 -- Change to asphaltic concrete paving at Basketball Courts.

(Add) (Deduct) the sum of \_\_\_\_\_  
Dollars(\$ \_\_\_\_\_ )

No. 2 -- Add Synthetic Surfacing at Basketball Courts.

Add the sum of \_\_\_\_\_  
Dollars(\$ \_\_\_\_\_ )

It is understood that the Portland Development Commission will consider acceptance of Alternate No. 2 only if Alternate No. 1 is accepted.

2. In submitting this Bid, the Bidder understands that the right is reserved by the Portland Development Commission to reject any and all Bids. If written notice of the acceptance of this Bid is mailed, telegraphed, or delivered to the undersigned within thirty (30) days after the opening

DIVISION C  
BID FORM

thereof, or at any time thereafter before this Bid is withdrawn, the undersigned agrees to execute and deliver an Agreement in the prescribed form and furnish the required bond within ten (10) days after the Agreement is presented to him for signature. The undersigned further agrees that the Alternate Bids may not be withdrawn for a period of fifteen (15) days after the date of the Agreement.

3. Security in the sum of \_\_\_\_\_ Dollars,  
(\$ \_\_\_\_\_) in the form of \_\_\_\_\_ is  
submitted herewith in accordance with the INSTRUCTION TO BIDDERS.

4. Attached hereto is an affidavit in proof that the undersigned has not entered into a collusive agreement with any person in respect to this Bid or any other Bid or the submitting of Bids for the Contract for which this Bid is submitted.

5. CERTIFICATION OF NONSEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. Section 1001.



DIVISION C  
BID FORM

6. The undersigned acknowledges receipt of Addenda No. \_\_\_\_ through \_\_\_\_.

\_\_\_\_\_  
(Name of Bidder)

By \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_  
(Official Address)

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

Date \_\_\_\_\_, 1972





DIVISION E  
BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned,

\_\_\_\_\_ as PRINCIPAL, and  
\_\_\_\_\_ as SURETY,

are held and firmly bound unto the PORTLAND DEVELOPMENT COM-  
MISSION, hereinafter called the "Local Public Agency," in the penal sum

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

THE CONDITIONS OF THIS OBLIGATION IS SUCH, that whereas the Principal  
has submitted the accompanying Bid, dated \_\_\_\_\_, 19\_\_\_\_,  
for \_\_\_\_\_

NOW, THEREFORE, if the Principal shall not withdraw said Bid within the  
period specified therein after the opening of the same, or, if no period be  
specified, within thirty (30) days after the said opening, and shall within the  
period specified therefor, or, if no period be specified within ten (10) days  
after the prescribed forms are presented to him for signature, enter into a  
written contract with the Local Public Agency in accordance with the Bid as  
accepted, and give bond with good and sufficient surety or sureties, as may be  
required, for the faithful performance and proper fulfillment of such Contract;  
or in the event of the withdrawal of said Bid within the period specified, or the  
failure to enter into such Contract and give such bond within the time specified,  
if the said Bid and the amount for which the Local Public Agency may procure  
the required work or supplies or both, if the latter amount be in excess of the  
former, then the above obligation shall be void and of no effect, otherwise to  
remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument  
under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, the name and  
corporate seal of each corporate party being hereto affixed and these presents  
duly signed by its undersigned representative, pursuant to authority of its  
governing body.

In presence of:

\_\_\_\_\_  
(Individual Principal) (SEAL)

\_\_\_\_\_  
(Business Address) (SEAL)

\_\_\_\_\_  
(Partnership)

\_\_\_\_\_  
(Business Address)

By: \_\_\_\_\_





DIVISION G  
AGREEMENT

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_,  
by and between \_\_\_\_\_ (A corporation  
organized and existing under the laws of the State of) \_\_\_\_\_  
(a partnership consisting of \_\_\_\_\_) (an individual  
trading as \_\_\_\_\_) hereinafter called the  
"Contractor", and the Portland Development Commission duly designated  
the Urban Renewal Agency of the City of Portland, herein after called the  
"Local Public Agency".

WITNESSETH, that the Contractor and the PORTLAND DEVELOPMENT  
COMMISSION for the considerations stated herein mutually agree as follows:

ARTICLE 1. Statement of Work. The Contractor shall furnish all  
supervision, technical personnel, labor, materials, machinery, tools,  
and equipment and services, including utility and transportation services,  
and perform and complete all work required for the construction of the  
Improvements embraced in the Site Preparation; namely, \_\_\_\_\_  
\_\_\_\_\_ and required supplemental work for the IRVING  
PARK, Improvement Phase I-A, all in strict accordance with the Contract  
Documents including all Addenda thereto, numbered \_\_\_\_\_, dated  
\_\_\_\_\_, and \_\_\_\_\_ dated \_\_\_\_\_. All as pre-  
pared by Mitchell/McArthur/Gardner/O'Kane/Associates in these Contract  
Documents referred to as the "Landscape Architect" under the direction of  
James J. Robertson in these Contract Documents referred to as the "Engineer".

ARTICLE 2. The Contract Price. The Portland Development  
Commission will pay the Contractor for the performance of the Contract,  
in current funds, subject to additions and deductions as provided in the  
Section 109, CHANGES IN THE WORK under GENERAL CONDITIONS,  
PART I, the sum of \_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_).

ARTICLE 3. Contract. The executed contract documents shall  
consist of the following:

- |                            |  |
|----------------------------|--|
| a. This Agreement          | f. General Conditions, Part I and II and III |
| b. Addenda                 | g. Special Conditions                        |
| c. Invitation for Bids     | h. Technical Specifications                  |
| d. Instructions to Bidders | i. Drawings (as listed in the Schedule of    |
| e. Signed copy of Bid.     | Drawings)                                    |

DIVISION G  
AGREEMENT

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern, except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in three original copies on the day and year first above written.

Attest:

\_\_\_\_\_  
(Contractor)

By \_\_\_\_\_

\_\_\_\_\_  
Title \_\_\_\_\_

\_\_\_\_\_  
(Street)

\_\_\_\_\_  
(City)

PORTLAND DEVELOPMENT COMMISSION  
(Local Public Agency)

By \_\_\_\_\_

John B. Kenward

\_\_\_\_\_  
Title Executive Director

(Print or type the names underneath all signatures)

Certifications

I, \_\_\_\_\_ certify that I am the \_\_\_\_\_  
of the corporation names as Contractor herein; that \_\_\_\_\_  
who signed this Agreement on behalf of the Contractor, was then \_\_\_\_\_  
of said corporation by authority of its govern-  
ing body, and is within the scope of its corporate powers.

\_\_\_\_\_  
(Corporate)

SEAL



SAMPLE

DIVISION H  
PERFORMANCE AND PAYMENT BOND

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we, \_\_\_\_\_,  
\_\_\_\_\_, as Principal,  
and \_\_\_\_\_,  
a corporation organized and existing under the laws of the State of \_\_\_\_\_,  
and duly authorized to transact a surety business  
in the State of Oregon, as Surety, are held and firmly bound unto the  
PORTLAND DEVELOPMENT COMMISSION, the duly designated Urban  
Renewal Agency of the City of Portland, State of Oregon, and unto all  
subcontractors and all persons who may furnish labor or materials  
unto the said Principal, in the penal sum of \_\_\_\_\_  
Dollars (\$ \_\_\_\_\_), lawful  
money of the United States of America, for the payment whereof well  
and truly to be made, we and each of us, jointly and severally, bind  
ourselves, our and each of our heirs, executors, administrators,  
successors and assigns firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION are such that, whereas  
the above-bounden Principal did on the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_,  
enter into a contract with the PORTLAND DEVELOPMENT COMMISSION  
for

NOW, THEREFORE, if the said Principal shall faithfully and  
punctually comply with all of the provisions of said Contract, including  
the said plans and specifications, including any addenda thereto, and  
shall save the Portland Development Commission free from all loss or  
damage that may result from failure so to do including the wrongful or  
unauthorized use of any patented article or process; shall remedy with-  
out expense to the Portland Development Commission any defects due  
to faulty materials or workmanship, (including the defects due to the  
faulty materials or workmanship of any subcontractor), for a period of  
one (1) year from date of final acceptance of the work performed under  
said Contract; shall promptly make payment to all persons supplying  
labor or materials for any prosecution of the work provided for in such  
contract, and shall not permit any lien or claim to be filed or prosecuted  
against the Development Commission on account of any labor or material

SAMPLE

DIVISION H  
PERFORMANCE AND PAYMENT BOND

furnished; shall pay wages for a day's work of eight hours to all classes of laborers, workmen or mechanics employed under said Contract not less than the rate established or paid in the City of Portland for a day's work in the same trade or occupation; shall promptly pay all contributions or amounts due the State Industrial Accident Fund the the State Unemployment Compensation Trust Fund from said Principal incurred in the performance of said Contract, and shall also pay to the State Tax Commission all sums withheld from employees pursuant to ORS 315.575, 316.711 and 316.714; shall fully comply with all of the provisions of the ordinances of the City of Portland and the laws of the State of Oregon relating to public contracts in so far as the same are applicable to said Contract; and shall promptly as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical, and hospital care or other needed care and attention, incident to sickness or injury, to any person employed by said Principal under said Contract, of all sums which said Principal has agreed, or may agree, to pay for such services and all moneys and sums which said Principal may or shall have deducted from the wages of such employees for such services pursuant to the terms of Chapter 655, Oregon Revised Statutes, and any contract entered into pursuant thereto, or collected or deducted from the wages of such employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service, then this obligation shall be void; otherwise to remain in full force and effect.

The Surety hereby agrees that modifications and changes may be made in the terms and provisions of the aforesaid contract without notice to Surety, and any such modifications or changes increasing the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this Performance Bond in a like amount, such increase, however, not to exceed twenty-five percent (25%) of the original amount of this bond without the consent of the Surety.

This bond shall be effective from the date of said Contract and is intended to comply with the Oregon Revised Statutes and all provisions of the ordinances and charter of the City of Portland and the laws of the State of Oregon governing contracts for the performance of public work, and all applicable provisions thereof are hereby incorporated herein and made a part hereof.



SAMPLE

DIVISION H  
PERFORMANCE AND PAYMENT BOND

IN WITNESS WHEREOF, the above-bounded parties have caused  
this instrument to be executed by their duly authorized representatives  
this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

SAMPLE

\_\_\_\_\_(Seal) \_\_\_\_\_(Seal)

By \_\_\_\_\_(Seal) By \_\_\_\_\_(Seal)  
Surety Contractor

(Surety's Agent execute and attach acknowledgement)

SAMPLE

SAMPLE

DIVISION I  
GENERAL CONDITIONS, PART I

101. DEFINITIONS

Whenever used in any of the Contract Documents, the following meanings shall be given to the terms herein defined:

a. The term "Contract" means the Contract executed by the Local Public Agency and the Contractor, of which these GENERAL CONDITIONS, PARTS I and II and III form a part.

b. The term "Local Public Agency" means the Portland Development Commission which is authorized to undertake this Contract.

c. The term "Contractor" means the person, firm or corporation entering into the Contract with the Local Public Agency to construct and install the Improvements embraced in this Site Preparation Contract.

d. The term "Project Area" means the site of Urban Renewal Project within which are the specified Contract limits of the Improvements contemplated to be constructed in whole or in part under this Contract.

e. The term "Engineer" means James J. Robertson, Project Engineer, serving the Local Public Agency with architectural or engineering services, his successor or any other person or persons, employed by said Local Public Agency for the purpose of directing or acting directly or indirectly through any Assistant Engineer having general charge of the work or through any assistant having immediate charge of a portion thereof limited by the particular duties entrusted to him.

f. The term "Landscape Architect" means Mitchell/McArthur/Gardner/O'Kane/Associates, serving the Local Public Agency, under the direction of the Engineer, with Landscape Architectural and related services.

g. The term "Local Government" means the City of Portland, Oregon, within which the Project Area is situated.

h. The term "Contract Documents" means and shall include the following: Executed Agreement, Addenda (if any), Invitation for Bids, Instructions to Bidders, Signed Copy of Bid, General Conditions, Part I and II and III, Special Conditions, Technical Specifications, and Drawings (as listed in the Schedule of Drawings).



DIVISION I  
GENERAL CONDITIONS, PART I

i. The term "Drawings" means the drawings listed in the Schedule of Drawings.

j. The term "Technical Specifications" means that part of the Contract Documents which describes outlines and stipulates; the quality of the materials to be furnished; the quality of workmanship required; and the methods to be used in carrying out the construction work to be performed under this contract.

k. The term "Addendum" or "Addenda" means any changes, revisions or clarifications of the Contract Documents which have been duly issued by the Local Public Agency to prospective Bidders prior to the time of receiving Bids.

l. The term "Approved" means approved by the Engineer.

m. The term "For Approval" means for Engineer's approval.

n. The term "Selected" means selected by the Engineer.

o. The term "As Directed" means as directed by the Engineer.

p. The term "Provide" means furnish and install.

q. When the words "Or Approved" are used the Engineer is sole judge of quality and suitability of proposed substitution.

r. The term "N. I. C. " means "Not in Contract", and implies that item or material in question will be furnished and installed by the Local Public Agency. Contractor shall verify all requirements affecting his work.

s. The term "B. O. " means "By Owner" and implies that item or material in question will be furnished by the Local Public Agency, and installed by the Contractor. Contractor shall verify all requirements affecting his work.

t. Additional definitions may be included in various Sections of the Technical Specifications.

## 102. SUPERINTENDENCE BY CONTRACTOR

b. The Contractor shall lay out his own work and he shall be responsible for all work executed by him under the Contract. He shall verify all figures and elevations before proceeding with the work and will be held responsible for any error resulting from his failure to do so.

### 103. SUBCONTRACTS

## NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

(1) He is (owner, partner, officer, representative or agent) of \_\_\_\_\_ hereinafter referred to as the "Subcontractor";



DIVISION I  
GENERAL CONDITIONS, PART I

(2) He is fully informed respecting the preparation and contents of the subcontractor's Proposal submitted by the subcontractor to \_\_\_\_\_, the Contractor for certain work in connection with the Contract pertaining to the Project in \_\_\_\_\_ (City or County and State);

(3) Such subcontractor's Proposal is genuine and is not a collusive or sham proposal;

(4) Neither the subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a colusive or sham Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other Bidder, firm or person to fix the price or prices in said subcontractor's Proposal, or to fix any overhead, profit or cost element of the price or prices in said subcontractor's Proposal or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the Local Public Agency or any person interested in the proposed Contract; and

(5) The price or prices quotes in the subcontractor's Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) \_\_\_\_\_

\_\_\_\_\_  
Title

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Title

My Commission expires \_\_\_\_\_, 19\_\_\_\_.

DIVISION I  
GENERAL CONDITIONS, PART I

b. No proposed subcontractor shall be disapproved by the Local Public Agency except for cause.

c. The Contractor shall be as fully responsible to the Local Public Agency for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

d. The Contractor shall cause appropriate provision to be inserted in all subcontracts relative to the work to require compliance by each subcontractor with the applicable provisions of the Contract for the Improvements embraced in this Contract.

e. Nothing contained in the Contract shall create any contractual relation between any subcontractor and the Local Public Agency.

104. OTHER CONTRACTS

The Local Public Agency may award, or may have awarded other contracts for additional work, and the Contractor shall cooperate fully with such other Contractors, by scheduling his own work with that to be performed under other contracts as may be directed by the Local Public Agency. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor as scheduled.

105. FITTING AND COORDINATION OF THE WORK

The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, subcontractors, or materialmen engaged upon this Contract. He shall be prepared to guarantee to each of his subcontractors the locations and measurements which they may require for the fitting of their work to all surrounding work.

106. MUTUAL RESPONSIBILITY OF CONTRACTORS

If, through acts or neglect on the part of the Contractor, any other Contractor or any subcontractor shall suffer loss or damage on the work, the Contractor shall settle with such other Contractor or subcontractor by agreement or arbitration, if such other Contractor



DIVISION I  
GENERAL CONDITIONS, PART I

or subcontractor will so settle. If such other Contractor or subcontractor shall assert any claim against the Local Public Agency on account of any damage alleged to have been so sustained, the Local Public Agency will notify this Contractor, who shall defend at his own expense any suit based upon such claim, and, if any judgement or claims against the Local Public Agency shall be allowed, the Contractor shall pay or satisfy such judgement or claim and pay all costs and expenses in connection therewith.

107. PROGRESS SCHEDULES AND COST BREAKDOWN

a. Progress schedules

Contractor shall submit for approval immediately after Execution of Agreement, a carefully prepared Progress Schedule, showing the proposed dates of starting and completing each of the various sections of the work, the anticipated monthly payments to become due the contractor, and the accumulated percent of progress each month.

b. Cost Breakdown

The Contractor shall submit to the Local Public Agency a breakdown of his estimated cost of all Work, so arranged and itemized as to meet the approval of the Local Public Agency. This breakdown shall be submitted promptly after execution of the Agreement and before any payment is made to the Contractor for the work performed under the Contract. After approval by the Local Public Agency the prices established in the breakdown shall be used in estimating the amount of partial payments to be made to the Contractor.

DIVISION I  
GENERAL CONDITIONS, PART I

108. PAYMENTS TO CONTRACTOR

1. Partial Payments

a. The Contractor shall prepare his requisition for partial payment as of the last day of the month and submit it, with the required number of copies, to the Engineer for his approval. The amount of the payment due the Contractor shall be determined by adding to the total value of work completed to date, the value of materials properly stored on the site and deducting (1) five percent (5%) of the total amount of payment due the Contractor, to be retained until final payment, and (2) the amount of all previous payments. The total value of work completed to date on each item and the unit prices established in the COST BREAK-DOWN and adjusted in accordance with the value of work completed to date on approved change orders. The value of materials properly stored on the site shall be based upon the estimated quantities of such materials and the invoice prices. Copies of all invoices shall be available for inspection of the Engineer.

b. Monthly or partial payments made by the Local Public Agency to the Contractor are monies advanced for the purpose of assisting the Contractor to expedite the work on construction. The Contractor shall be responsible for the care and protection of all materials and work upon which payments have been made until final acceptance of such work and materials by the Local Public Agency. Such payments shall not constitute a waiver of the right of the Local Public Agency to require the fulfillment of all terms of the Contract and the delivery of all improvements embraced in this Contract complete and satisfactory to the Local Public Agency, in all details.

2. Final Payment

a. After final inspection and acceptance by the Local Public Agency of all work under the Contract, the Contractor shall prepare his requisition for final payment which shall be the lump sum amount shown in the Agreement or this sum as adjusted by approved change orders. The total amount of the final payment due the Contractor under this Contract shall be the amount computed as described above less all previous payments. Final payment to the Contractor shall be made subject to his furnishing the



DIVISION I  
GENERAL CONDITIONS, PART I

Local Public Agency with a release in satisfactory form of all claims against the Local Public Agency arising under and by virtue of his Contract, other than such claims, if any, as may be specifically excepted by the Contractor from the operation of the release as provided under Section 113 DISPUTES under GENERAL CONDITIONS, PART I.

b. The Local Public Agency, before paying the final estimate, may require the Contractor to furnish releases or receipts from all subcontractors having performed any work and all persons having supplied materials, equipment (installed on the Project) and services to the Contractor, if the Local Public Agency deems the same necessary in order to protect its interest. The Local Public Agency, however, may if it deems such action advisable make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts and any payments so made shall in nowise impair the obligations of any surety or sureties furnished under this Contract.

c. Withholding of any amount due the Local Public Agency under Section 403 entitled "Liquidated Damages" under SPECIAL CONDITIONS, shall be deducted from the final payment due the Contractor.

3. Withholding Payments

The Local Public Agency may withhold from any payment otherwise due the Contractor so much as may be necessary to protect the Local Public Agency and if it so elects may also withhold any amounts due from the Contractor to any subcontractors or material dealers, for work performed or material furnished by them. The foregoing provisions shall be construed solely for the benefit of the Local Public Agency and will not require the Local Public Agency to determine or adjust any claims or disputes between the Contractor and his subcontractors or material dealers, or to withhold any monies for their protection unless the Local Public Agency elects to do so. The failure or refusal of the Local Public Agency to withhold any monies from the Contractor shall in nowise impair the obligations of any surety or sureties under any bond or bonds furnished under this contract.

4. Payments Subject to Submission of Certificates

Each payment to the Contractor by the Local Public Agency

DIVISION I  
GENERAL CONDITIONS, PART I

shall be made subject to submission by the Contractor of all written certifications required of him and his subcontractors by the Section 209 entitled CONTRACTOR'S CERTIFICATES under GENERAL CONDITIONS, PART II.

109. CHANGES IN THE WORK

a. The Local Public Agency may make changes in the scope of the work required to be performed by the Contractor under the Contract or making additions thereto, or by omitting work therefrom, without invalidating the Contract, and without relieving or releasing the Contractor from any of his obligations under the Contract or any guarantee given by him pursuant to the Contract provisions, and without affecting the validity of the guaranty bonds, and without relieving or releasing the surety or sureties of said bonds. All such work shall be executed under the terms of the original Contract unless it is expressly provided otherwise.

b. Except for the purpose of affording protection against any emergency endangering health, life, limb, or property, the Contractor shall make no change in the materials used or in the specified manner of constructing and/or installing the Improvements or supply additional labor, services or materials beyond that actually required for the execution of the Contract, unless in pursuance of a written order from the Local Public Agency authorizing the Contractor to proceed with the change. No claim for an adjustment of the Contract Price, will be valid unless so ordered.

c. If applicable unit prices are contained in the Agreement (established as the result of either a unit price bid or a Supplemental Schedule of Unit Prices) the Local Public Agency may order the Contractor to proceed with desired changes in the work, the value of such changes to be determined by the measured quantities involved and the applicable unit prices specified in the Contract; provided that in case of a unit price contract the net value of all changes does not increase or decrease the original total amount shown in the Agreement by more than twenty-five percent (25%) in accordance with the section entitled UNIT PRICES under INSTRUCTIONS TO BIDDERS.



DIVISION I  
GENERAL CONDITIONS, PART I

d. If applicable unit prices are not contained in the Agreement or if the total net change increases or decreases the total Contract Price more than twenty-five percent (25%) the Local Public Agency shall, before ordering the Contractor to proceed with desired changes, request an itemized proposal from him covering the work involved in the change after which the procedure shall be as follows:

- (1) If the proposal is acceptable the Local Public Agency will prepare the change order in accordance therewith for acceptance by the Contractor and
- (2) If the proposal is not acceptable and prompt agreement between the two parties cannot be reached, the Local Public Agency may order the Contractor to proceed with the work on a cost-plus-limited basis. A cost-plus-limited basis is defined as the net cost of the Contractor's labor, materials and insurance plus fifteen percent (15%) of said net cost to cover overhead and profit, the total cost not to exceed a specified limit.

All itemized proposals submitted by the Contractor shall include a breakdown of labor, material cost, equipment rental, and overhead and profit.

e. Each change order shall include in its final form:

- (1) A detailed description of the change in the work.
- (2) The Contractor's proposal (if any) or a conformed copy thereof.
- (3) A definite statement as to the resulting change in the contract price and/or time.
- (4) The statement that all work involved in the change shall be performed in accordance with contract requirements except as modified by the change order.

110. CLAIMS FOR EXTRA COST

a. If the Contractor claims that any instructions by Drawings or

DIVISION I  
GENERAL CONDITIONS, PART I

otherwise involve extra cost or extension of time, he shall, within ten days after the receipt of such instructions, and in any event before proceeding to execute the work, submit his protest thereto in writing to the Local Public Agency, stating clearly and in detail the basis of his objections. No such claim will be considered unless so made.

b. Claims for additional compensation for extra work, due to alleged errors in ground elevations, contour lines, or bench marks, will not be recognized unless accompanied by certified survey data, made prior to the time the original ground was disturbed, clearly showing that errors exist which resulted, or would result, in handling more material, or performing more work, than would be reasonable estimated from the Drawings and maps issued.

c. Any discrepancies which may be discovered between actual conditions and those represented by the Drawings and maps shall at once be reported to the Local Public Agency and work shall not proceed except at the Contractor's risk, until written instructions have been received by him from the Local Public Agency.

d. If, on the basis of the available evidence, the Local Public Agency determines that an adjustment of the Contract Price and/or Time is justifiable, the procedure shall be as provided in Section 109 CHANGES IN THE WORK under GENERAL CONDITIONS, PART I.

111. TERMINATION: DELAYS: AND LIQUIDATED DAMAGES

a. Termination of Contract. If the Contractor refuses or fails to prosecute the work with such diligence as will insure its completion within the time specified in these Contract Documents, or as modified as provided in these Contract Documents, the Local Public Agency, by written notice to the Contractor, may terminate the Contractor's right to proceed with the work. Upon such termination, the Local Public Agency may take over the work and prosecute the same to completion, by contract or otherwise, and the Contractor and his sureties shall be liable to the Local Public Agency for any additional cost incurred by the Local Public Agency in its completion of the work and they shall also be liable to the Local Public Agency for liquidated damages for any delay in the completion of the work as provided below. If the Contractor's right to proceed is so terminated, the Local Public Agency may take possession of and utilize in completing the work such materials, tools, equipment, and plant as may be on the site of the work and necessary therefore.



DIVISION I

GENERAL CONDITIONS, PART I

b. Liquidated Damages for Delays. If the work be not completed within the time stipulated in Section 402 TIME FOR COMPLETION under SPECIAL CONDITIONS, including any extensions of time for excusable delays as herein provided, the Contractor shall pay to the Local Public Agency as fixed, agreed, and liquidated damages (it being impossible to determine the actual damages occasioned by the delay) for each calendar day of delay, until the work is completed, the amount as set forth in Section 403 LIQUIDATED DAMAGES under SPECIAL CONDITIONS and the Contractor and his sureties shall be liable to the Local Public Agency for the amount thereof.

c. Excusable Delays. The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due:

- (1) To any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, National Defense, or any other national emergency;
- (2) To any acts of the Local Public Agency.
- (3) To causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or the public enemy, acts of another Contractor in the performance of some other contract with the Local Public Agency, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions; and
- (4) To any delay of any subcontractor occasioned by any of the causes specified in subparagraphs (1), (2) and (3) of this paragraph "c".

Provided, however, that the Contractor promptly notify the Local Public Agency within ten (10) days in writing of the cause of the delay. Upon receipt of such notification the Local Public Agency shall ascertain the facts and the cause and extent of delay. If upon the basis of the facts and the terms of this contract, the delay is properly excusable, the Local Public Agency shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

DIVISION I  
GENERAL CONDITIONS, PART I

112. ASSIGNMENT OR NOVATION

The Contractor shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities or responsibilities under this Contract without the written consent of the Local Public Agency; provided, however, that assignments to banks, trust companies, or other financial institutions may be made without the consent of the Local Public Agency. No assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered, and materials, tools, and equipment supplied for the performance of the work under this Contract in favor of all persons, firms, or corporations rendering such labor or services or supplying such materials, tools, or equipment.

113. DISPUTES

a. All disputes arising under this Contract or its interpretation except those disputes covered by FEDERAL LABOR STANDARDS PROVISIONS under GENERAL CONDITIONS, PART II, whether involving law or fact or both, or extra work, and all claims for alleged breach of contract shall within ten (10) days of commencement of the dispute be presented by the Contractor to the Local Public Agency for decision. All papers pertaining to claims shall be filed in quadruplicate. Such notice need not detail the amount of the claim but shall state the facts surrounding the claim in sufficient detail to identify the claim, together with its character and scope. In the meantime the Contractor shall proceed with the work as directed. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten days of its commencement, the claim will be considered only for a period commencing ten (10) days prior to the receipt by the Local Public Agency of notice thereof.

b. The Contractor shall submit in detail his claim and his proof thereof. Each decision by the governing body of the Local Public Agency will be in writing and will be mailed to the Contractor by registered or certified mail, return receipt requested, directed to his last known address.



DIVISION I  
GENERAL CONDITION, PART I

c. If the Contractor does not agree with any decision of the Local Public Agency, he shall in no case allow the dispute to delay the work but shall notify the Local Public Agency promptly that he is proceeding with the work under protest and he may then except the matter in question from the final release.

114. TECHNICAL SPECIFICATIONS AND DRAWINGS

Anything mentioned in the Technical Specifications and not shown on the Drawings, or anything shown on the Drawings and not mentioned in the Technical Specifications, shall be of like effect as if shown on or mentioned in both. In case of difference between Drawings and Technical Specifications, the Technical Specifications shall govern. In case of difference between Drawings and Schedules, the Schedules shall govern. In case of difference between large scale details and small scale drawings, the large scale details govern. In case of any discrepancy in Drawings, or Technical Specifications, the matter shall immediately be submitted to the Local Public Agency, without whose decision, said discrepancy shall not be adjusted by the Contractor, save only at his own risk and expense.

115. SHOP DRAWINGS

a. All required shop drawings, machinery details, layout drawings, etc. shall be submitted to the Engineer in six copies for approval sufficiently in advance of requirements to afford ample time for checking, including time for correcting, resubmitting and rechecking if necessary. The Contractor may proceed, only at his own risk, with manufacture or installation of any equipment or work covered by said shop drawings, etc. until they are approved and no claim, by the Contractor, for extension of the contract time will be granted by reason of his failure in this respect.

b. Any drawings submitted without the Contractor's stamp of approval will not be considered and will be returned to him for proper resubmission. If any drawings show variations from the requirements of the Contract because of standard shop practice or other reason, the Contractor shall make specific mention of such variation in his letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment of contract price and/or time otherwise the Contractor will not be relieved of the responsibility for executing the work in accordance with the Contract even though the drawings have been approved.

DIVISION I  
GENERAL CONDITIONS, PART I

c. If a shop drawing is in accord with the contract or involves only a minor adjustment in the interest of the Local Public Agency not involving a change in contract price or time, the Engineer may approve the drawing. The approval shall be general, shall not relieve the Contractor, from his responsibility for adherence to the contract or for any error in the drawing and shall contain in substance the following:

"The modification shown on the attached drawing is approved in the interest of the Local Public Agency to effect an improvement for the Project and is ordered with the understanding that it does not involve any change in the Contract Price or time; that it is subject generally to all Contract stipulation and covenants; and that it is without prejudice to any and all rights of the Local Public Agency under the Contract and surety bond or bonds."

116. REQUESTS FOR SUPPLEMENTARY INFORMATION

It shall be the responsibility of the Contractor to make timely requests of the Local Public Agency for any additional information not already in his possession which should be furnished by the Local Public Agency under the terms of this Contract, and which he will require in the planning and execution of the work. Such requests may be submitted from time to time as the need is approached, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing, and list the various items and the latest date by which each will be required by the Contractor. The first list shall be submitted within two weeks after the Contract award and shall be as complete as possible at that time. The Contractor shall, if requested, furnish promptly any assistance and information the Engineer may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for any delay in his work or to others arising from his failure to comply fully with the provisions of this Section.

117. MATERIALS AND WORKMANSHIP

a. Unless otherwise specifically provided for in the Technical Specifications, all workmanship, equipment, materials and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles or workmanship are referred to in the Technical Specifications as "meeting requirements" of any particular standard the Engineer shall decide the question of conformance.



DIVISION I  
GENERAL CONDITIONS, PART I

b. The Contractor shall furnish to the Local Public Agency for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which he contemplates installing together with full information as to type, performance characteristics, and all other pertinent information as required, and shall likewise submit for approval as required full information concerning all other materials or articles which he proposes to incorporate in the work. (See Section 118 SAMPLES, CERTIFICATES AND TESTS under GENERAL CONDITIONS, PART I.)

c. Machinery, mechanical and other equipment, materials or articles installed or used without such prior approval shall be at the risk of subsequent rejection.

d. Materials specified by reference to the number or symbol of a specific standard, such as an A. S. T. M. Standard, a Feder Specification or other similar standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Invitation for Bids, except as limited to type, class or grade, or modified in such reference. The standards referred to, except as modified in the Technical Specifications shall have full force and effect as though printed therein.

e. The Local Public Agency may require the Contractor to dismiss from the work such employee or employees as the Local Public Agency or the Engineer may deem incompetent, or careless, or insubordinate.

118. SAMPLES, CERTIFICATES AND TESTS

a. The Contractor shall submit all material or equipment samples, certificates, affidavits, etc., as called for in the contract documents or required by the Engineer, promptly after award of the contract and acceptance of the Contractor's bond. No such material or equipment shall be manufactured or delivered to the site, except at the Contractor's own risk, until the required samples or certificates have been approved in writing by the Engineer. Any delay in the work caused by late or improper submission of samples or certificates for approval shall not be considered just cause for an extension of contract time.

DIVISION 1  
GENERAL CONDITIONS, PART I

Each sample submitted by the Contractor shall carry a label giving the name of the Contractor, the project for which it is intended, and the name of the producer. The accompanying certificate or letter from the Contractor shall state that the sample complies with contract requirements, shall give the name and brand of the product, its place of origin, the name and address of the producer and all specifications or other detailed information which will assist the Engineer in passing upon the acceptability of the sample promptly. It shall also include the statement that all materials or equipment furnished for use in the project will comply with the samples and/or certified statements.

b. Approval of any materials shall be general only and shall not constitute a waiver of the Local Public Agency's right to demand full compliance with Contract requirements. After actual deliveries, the Engineer will have such check tests made as he deems necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials and articles have been given general approval. If materials, equipment or accessories which fail to meet check tests have been incorporated in the work, the Engineer will have the right to cause their removal and replacement by proper materials or to demand and secure such reparation by the Contractor as is equitable.

c. Except as otherwise specifically stated in the Contract, the costs of sampling and testing will be divided as follows:

- (1) The Contractor shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes, except those samples taken on the project by the Engineer;
- (2) The Contractor shall assume all costs of re-testing materials which fail to meet contract requirements;
- (3) The Contractor shall assume all costs of testing materials offered in substitution for those found deficient; and
- (4) The Local Public Agency will pay all other expenses.



DIVISION I  
GENERAL CONDITIONS, PART I

119. PERMITS AND CODES

a. The Contractor shall give all notices required by and comply with all applicable laws, ordinances, and codes of the Local Government. All construction work and/or utility installations shall comply with all applicable ordinances, and codes including all written waivers. Before installing any work, the Contractor shall examine the Drawings and Technical Specifications for compliance with applicable ordinances and codes and shall immediately report any discrepancy to the Local Public Agency. Where the requirements of the Drawings and Technical Specifications fail to comply with such applicable ordinances or codes, the Local Public Agency will adjust the Contract by Change Order to conform to such ordinances or codes (unless waivers in writing covering the difference have been granted by the governing body or department) and make appropriate adjustment in the Contract Price or stipulated unit prices.

Should the Contractor fail to observe the foregoing provisions and proceed with the construction and/or install any utility at variance with any applicable ordinance or code, including any written waivers (notwithstanding the fact that such installation is in compliance with the Drawings and Technical Specifications), the Contractor shall remove such work without cost to the Local Public Agency, but a Change Order will be issued to cover only the excess cost the Contractor would have been entitled to receive if the change had been made before the Contractor commenced work on the items involved.

b. The Contractor shall secure from the appropriate department of the Local Government and sign all permits for street pavement, sidewalks, sheds, removal of abandoned water taps, sealing of house connection drains, pavements cuts, buildings, electrical, plumbing, water, gas and sewer permits required by the local regulatory body or any of its agencies. Refer to Section 423 PERMITS, Special Conditions.

c. The Contractor shall comply with applicable local laws and ordinances governing the disposal of surplus excavation, materials, debris and rubbish on or off the Project Area and commit no trespass on any public or private property in any operation due to or connected with the Improvements embraced in this Contract.

DIVISION I

GENERAL CONDITIONS, PART I

120. CARE OF WORK

a. The Contractor shall be responsible for all damages to person or property that occur as a result of his fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the Local Public Agency.

b. The Contractor shall provide sufficient competent watchmen, both day and night, including Saturdays, Sundays, and holidays, from the time the work is commenced until final completion and acceptance.

c. In an emergency affecting the safety of life, limb, or property, including adjoining property, the Contractor, without special instructions or authorization to prevent such threatened loss or injury, and he shall so act. He shall likewise act if instructed to do so by the Local Public Agency. Any compensation claimed by the Contractor on account of such emergency work will be determined by the Local Public Agency as provided in the Section 109 CHANGES IN THE WORK under GENERAL CONDITIONS, PART I.

d. The Contractor shall avoid damage as a result of his operations to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, etc., and he shall at his own expense completely repair any damage thereto caused by his operations.

e. The Contractor shall shore up, brace, underpin, secure, and protect as may be necessary, all foundations and other part of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with the construction of the Improvements embraced in this Contract. The Contractor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property owner or other party before the commencement of any work. The Contractor shall indemnify and save harmless the Local Public Agency from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the Local Public Agency may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.



DIVISION I  
GENERAL CONDITIONS, PART I

121. ACCIDENT PREVENTION

a. The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building and construction codes shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the Local Public Agency may determine to be reasonably necessary. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, Inc., to the extent that such provisions are not in conflict with applicable local laws.

b. The Contractor shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the Local Public Agency with reports concerning these matters.

c. The Contractor shall indemnify and save harmless the Local Public Agency from any claims for damages resulting from personal injury and/or death suffered or alleged to have been suffered by any person as a result of any work conducted under this contract.

122. SANITARY FACILITIES

The Contractor shall furnish, install, and maintain ample sanitary facilities for the workmen. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required by the sanitary codes of the State and Local Government. Drinking water shall be provided from an approved source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health regulations.

Contractor may use existing toilet facilities at Park in lieu of providing separate facilities provided the existing facilities are maintained in a clean and sanitary condition.

DIVISION I  
GENERAL CONDITIONS, PART I

123. USE OF PREMISES

a. The Contractor shall confine his equipment, storage of materials, and construction operations to the Contract Limits as shown on the Drawings and as prescribed by ordinances or permits, or as may be desired by the Local Public Agency, and shall not unreasonably encumber the site or public rights of way with his materials and construction equipment.

b. The Contractor shall comply with all reasonable instructions of the Local Public Agency and the ordinances and codes of the Local Government, regarding signs, advertising, traffic, fires, explosives, danger signals, and barricades.

124. REMOVAL OF DEBRIS, CLEANING, ETC.

The Contractor shall, periodically or as directed during the progress of the work, remove and legally dispose of all surplus excavated material and debris, and keep the Project Area and public rights of way reasonably clear. Upon completion of the work, he shall remove all temporary construction facilities, debris and unused materials provided for the work, and put the whole site of the work and public rights of way in a neat and clean conditions. Trash burning shall not be permitted. All areas beyond project limits shall be cleaned daily.

125. INSPECTION

a. All materials and workmanship shall be subject to inspection, examination, or test by the Local Public Agency and the Engineer at any and all times during manufacture or construction and at any and all places where such manufacture or construction is carried on. The Local Public Agency shall have the right to reject defective material and workmanship or require its correction. Unacceptable workmanship shall be satisfactorily corrected. Rejected material shall be promptly segregated and removed from the Project Area and replaced with material of specified quality without charge therefor. If the Contractor fails to proceed at once with the correction of rejected workmanship or defective material, the Local Public Agency may by contract or otherwise have the defects remedied or rejected materials removed from the Project Area and charge the cost of the same against any moneys which may be due the Contractor, without prejudice to any other rights or remedies of the Local Public Agency.



DIVISION I  
GENERAL CONDITIONS, PART I

b. The Contractor shall furnish promptly all materials reasonably necessary for any tests which may be required. (See Section 118 SAMPLES, CERTIFICATES AND TESTS under the GENERAL CONDITIONS, PART I.). All tests by the Local Public Agency will be performed in such manner as not to delay the work unnecessarily and will be made in accordance with the provisions of the Technical Specifications.

c. The Contractor shall notify the Local Public Agency in advance of backfilling or concealing any facilities to permit proper inspection. If any facilities are concealed without approval or consent of the Local Public Agency, the Contractor shall uncover for inspection and recover such facilities all at his own expense, when so requested by the Local Public Agency.

Should it be considered necessary or advisable by the Local Public Agency at any time before final acceptance of the entire work to make an examination of work already completed, by uncovering the same, the Contractor shall on request promptly furnish all necessary facilities, labor, and material. If such work is found to be defective in any important or essential respect, due to fault of the Contractor or his subcontractors the Contractor shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the actual cost of labor and material necessarily involved in the examination and replacement, plus 15 percent of such costs to cover superintendence, general expenses and profit, shall be allowed the Contractor and he shall, in addition to completion of the work of the entire Contract which has been delayed thereby be granted a suitable extension of time on account of the additional work involved.

d. Inspection of materials and appurtenances to be incorporated in the Improvements embraced in this Contract may be made at the place of production, manufacture or shipment, whenever the quantity justifies it, and such inspection and acceptance, unless otherwise stated in the Technical Specifications, shall be final, except as regards (1) latent defects, (2) departures from specific requirements of the Contract, (3) damage or loss in transit, or (4) fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the inspection of materials as a whole or in part will be made at the Project Site.

DIVISION I  
GENERAL CONDITIONS, PART I

e. Neither inspection, testing, approval nor acceptance of the work in whole or in part, by the Local Public Agency or its agents shall relieve the Contractor or his sureties of full responsibility for materials furnished or work performed not in strict accordance with the Contract.

126. REVIEW BY LOCAL PUBLIC AGENCY

The Local Public Agency, its authorized representatives and agents and the Representative for the Secretary (as defined under GENERAL CONDITIONS, PART II) shall, at all times have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, material invoices, and other relevant data and records pertaining to this Contract, provided, however, that all instructions and approval with respect to the work will be given to the Contractor only by the Local Public Agency through its authorized representatives or agents.

127. FINAL INSPECTION

a. When the Improvements embraced in this Contract are substantially completed, the Contractor shall notify the Local Public Agency in writing that the work will be ready for final inspection on a definite date which shall be stated in the notice. The notice will be given at least ten (10) days prior to the date stated for final inspection, and bear the signed concurrence of the representative of the Local Public Agency having charge of inspection. If the Local Public Agency determines that the status of the Improvements is as represented, it will make the arrangements necessary to have final inspection commenced on the date stated in the notice, or as soon thereafter as is practicable. The inspection party will also include the representatives of the Department of Housing and Urban Development and representatives of each department of the Local Government having in charge improvements of like character when such Improvements are later to be accepted by the Local Government.

128. DEDUCTION FOR UNCORRECTED WORK

If the Local Public Agency deems it not expedient to require the Contractor to correct work not done in accordance with the Contract Documents, an equitable deduction from the Contract Price will be made by agreement between the Contractor and the Local Public Agency and subject to settlement, in case of dispute, as herein provided.



DIVISION I

GENERAL CONDITIONS, PART I

129. INSURANCE

a. Before commencing work, the Contractor shall submit copies of his Workmen's Compensation and Manufacturers' and Contractors' Public Liability Insurance Policies to the Local Public Agency for review and approval. He shall similarly submit his subcontractors' policies of similar insurance before each commences work. The policies submitted shall be scheduled on approved form to be supplied by the Local Public Agency. The Local Public Agency will, in writing, identify the policies and indicate its approval or disapproval. New policies from other companies shall be provided in place of those disapproved. Such insurance shall be carried with financially responsible insurance companies, liscensed in the State of Oregon and approved by the Local Public Agency and shall be kept in force until the Contractor's work is accepted by the Local Public Agency. Contracts of insurance (covering all operations under this Contract) which expire before the Contractor's work is accepted by the Local Public Agency shall be renewed and submitted to the Local Public Agency for its approval.

b. The Contractor shall carry or require that there be carried Workmen's Compensation Insurance for all his employees and those of his subcontractors engaged in work at the site, in accordance with State or Territorial Workmen's Compensation Laws.

c. The Contractor shall carry or require that there be carried Manufacturers' and Contractors' Public Liability Insurance with limits of \$200,000/\$500,000 to protect the Contractor and his subcontractors against claims for injury to or death of one, or more than one person, because of accidents which may occur or result from operations under the Contract; such insurance shall cover the use of all equipment, including but not limited to excavating machinery, trenching machines, cranes, hoists, rollers, concrete mixers, motor vehicles, etc., in the construction of the Improvements embraced in this Contract. Such insurance shall, without prejudice to coverage otherwise existing therein, name as additional insureds the Portland Development Commission (the Local Public Agency), its officers, agents and employees, and shall further provide that this policy shall not be cancelled prior to the completion of this Contract without ten (10) days notice to the Auditor of the Local Public Agency.

d. The Contractor shall carry, during the life of the Contract, Property Damage Insurance in the penal sum of \$300,000 to protect the

DIVISION I  
GENERAL CONDITIONS, PART I

Contractor, the subcontractors and the Local Public Agency from all claims for property damage which might arise from operations under this Contract. Such insurance shall, without prejudice to coverage otherwise existing therein, name as additional insureds the Portland Development Commission (The Local Public Agency), its officers, agents and employees, and shall further provide that this policy shall not be cancelled prior to the completion of this contract without ten (10) days notice to the Auditor of the Local Public Agency.

130. PATENTS

The Contractor shall hold and save the Local Public Agency, its officers, agents, and employees, harmless from liability of any nature or kind, including costs and expenses, for or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the Local Public Agency, unless otherwise specifically stipulated in the Technical Specifications.

131. WARRANTY OF TITLE

No material, supplies, or equipment to be installed or furnished under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale lease-purchase or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. The Contractor shall warrant good title to all materials, supplies, and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed or placed thereon by him to the Local Public Agency free from any claims, liens, or charges. Neither the Contractor nor any person, firm or corporation furnishing any material or labor for any work covered by this Contract shall have any right to a lien upon any improvement or appurtenance thereon. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any bond given by the Contractor for their protection or any rights under any law permitting such persons to look to funds due the Contractor in the hands of the Local Public Agency. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.



DIVISION I  
GENERAL CONDITIONS, PART I

132. GENERAL GUARANTY

Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of the Improvements embraced in this Contract by the Local Public Agency or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of 12 months from date of final acceptance of the work, except as modified hereunder. The Local Public Agency will give notice of defective materials and work with reasonable promptness.

Additional provisions and extensions of guaranty period are included in various Sections of the TECHNICAL SPECIFICATIONS and/or the SPECIAL CONDITIONS.

133. RESPONSIBILITY OF CONTRACTOR

As otherwise specifically stated in the Contract Documents and Technical Specifications, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, heat, power, transportation, superintendence, temporary construction of every nature, charges, levies, fees or other expenses incurred and all other services and facilities of every nature whatsoever necessary for his performance of the Contract and to deliver all Improvements embraced in this Contract complete in every respect within the specified time.

134. COMMUNICATIONS

a. All notices, demands, requests, instructions, approvals, proposals and claims must be in writing.

b. Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor stated on the signature page of the Agreement (or at such other office as the Contractor may from time to time designate in writing to the Local Public Agency), or if deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission, in each case addressed to such office.

DIVISION I  
GENERAL CONDITIONS, PART I

c. All papers required to be delivered to the Local Public Agency shall, unless otherwise specified in writing to the Contractor, be delivered to the Portland Development Commission at 1700 S. W. Fourth Avenue, Portland, Oregon 97201, and any notice to or demand upon the Local Public Agency shall be sufficiently given if so delivered, or if deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission to said Local Public Agency at such address, or to such other representatives of the Local Public Agency or to such other address as the Local Public Agency may subsequently specify in writing to the Contractor for such purpose.

d. Any such notice shall be deemed given as of the time of actual delivery or (in case of mailing) when the same should have been received in due course of post, or in the case of telegrams, at the time of actual receipt, as the case may be.

e. All Change Orders will be countersigned by the Engineer and the Executive Director of the Portland Development Commission.

135. INTERPRETATION OF SPECIFICATIONS

It shall be the duty of the Engineer to interpret the Drawings and Specifications, and decide the true meaning thereof. Such interpretation shall be in writing if asked for by either party hereto. The decision of the Engineer relating to the Drawings and Specification, the acceptability of material or equipment, the proper execution of the work, the measurement of quantities, or the quantity, character and classification of material shall be final and binding upon both parties to the Contract. The Engineer may amend or correct any errors or omissions in the Drawings and Specifications when such amendments or corrections are necessary to make definite the intent indicated by a reasonable interpretation of the Contract requirements.

136. CONTROL OF PROJECT

a. The work shall be done under the direction and to the satisfaction of the Engineer. The Contractor shall do all the work and furnish all labor, materials, equipment, tools, and machines necessary for the performance and completion of the project in accordance with the specifications within the specified time.



DIVISION I

GENERAL CONDITIONS, PART I

b. The Engineer shall at all times have access to the work wherever it is in preparation or progress and the Contractor shall provide proper facilities for such access and for inspection. The Contractor shall make application to the Engineer for inspection at least forty-eight (48) hours in advance of starting any work. Inspectors shall be recognized as authorized agents of the Engineer, and their duties shall be to pass upon materials used and work performed. Instructions given by the inspector shall be respected and executed by the Contractor, but no inspector shall have any power to waive the terms of the Contract or the obligations of the Contractor thereunder to furnish good materials or do the work in a thorough and workmanlike manner.

c. If Saturday, Sunday, holiday or overtime work is to be performed, the Engineer or his Inspector shall be notified twenty-four (24) hours in advance.

End of General Conditions, Part I



DIVISION J  
GENERAL CONDITIONS, PART II

(FEDERAL LABOR-STANDARDS PROVISIONS)

201. THE PROJECT TO WHICH THE WORK COVERED BY THIS  
CONTRACT PERTAINS

The project to which the work covered by this Contract pertains is being assisted under Title I of the Housing Act of 1949, as amended, by the United States of America, and the following Federal Labor-Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

202. DEFINED TERMS

Except where the context clearly indicates otherwise, the following terms as used in these Federal Labor-Standards Provisions, shall have the meanings ascribed to them in this Section. The term "Secretary" means the Secretary of Housing and Urban Development, or other person who may be at the time acting in the capacity or authorized to perform the functions of such Secretary, or the authorized representative thereof, or any other person designated by such Secretary to perform his functions. The term, "subcontractor", means any subcontractor whose subcontract covers any of the work covered by this Contract. The term, "subcontract", means any subcontract which calls for the performance of any of the work covered by this contract.

203. MINIMUM SALARY RATES FOR ARCHITECTS, TECHNICAL ENGINEERS,  
DRAFTSMEN, AND TECHNICIANS

All architects, technical engineers, draftsmen, and technicians (herein called "technical employees") employed upon the work covered by this Contract shall be paid unconditionally and not less often than once each month, and without subsequent deduction or rebate on any account (except such payroll deductions as are made mandatory by law and such other payroll deductions as are permitted by the applicable regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to the Anti-Kickback Act hereinafter identified), the full amounts due at the time of payment computed at salary rates not less than those set forth in the attached Exhibit "A" below regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such technical employees.



DIVISION J

GENERAL CONDITIONS, PART II

TECHNICAL SALARY DETERMINATIONS

State of Oregon  
(City)

(State)

Date June 1, 1971

(Name of Local Authority)

(Project Number)

(Type of Contract or Nature of Work)

The following minimum salary rates applicable to the above work have been determined pursuant to Section 16(2) of the United States Housing Act as amended.

[Signature]  
Labor Relations Specialist

[Signature]  
Assistant Regional Administrator for Housing Assistance

[Signature] Area Director

CLASSIFICATIONS	MINIMUM SALARY RATES			REMARKS
	PER HOUR	PER MONTH	PER ANNUM	
Designer (Planner)	8.75			
Engineer (3)	7.42			
Engineer (2) *	6.14			
Engineer (1)	4.61			
Landscape Architect	6.74			
Draftsman (3)	4.76			
Draftsman (2)	4.20			
Draftsman (1)	3.60			
Inspector	5.40			
Chief of Party	5.57			
Instrumentman	5.07			
Rodman <del>Chairman</del> <del>XXXXXXXX</del>	3.74			
Chairman	3.46			



## DIVISION J

## GENERAL CONDITIONS, PART II

# TECHNICAL SALARY DETERMINATIONS

State of Oregon  
(City)

(State)

Date June 1, 1971

(Name of Local Authority)

(Project Number)

(Type of Contract or Nature of Work)

The following minimum salary rates applicable to the above work have been determined pursuant to Section 16(2) of the United States Housing Act as amended.

LABOR RELATIONS SPECIALIST

Deputy Area Director

Asst. State Regional Administrator for Housing & Community Development



DIVISION J  
GENERAL CONDITIONS, PART II

204. MINIMUM WAGE RATES FOR LABORERS AND MECHANICS

All laborers and mechanics employed upon the work covered by this Contract shall be paid unconditionally and not less often than once each week, and without subsequent deduction or rebate on any account (except such payroll deductions as are made mandatory by law and such other payroll deductions as are permitted by the applicable regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to the Anti-Kickback Act hereinafter identified), the full amounts due at time of payment computed at wage rates not less than those contained in the wage determination decision of said Secretary of Labor which is set forth below and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such laborers and mechanics. All laborers and mechanics employed upon such work shall be paid in cash, except that payment may be by check if the employer provides or secures satisfactory facilities approved by the Local Public Agency for the cashing of the same without contributions made or costs reasonable anticipated under Section 1(b) (2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section 5.5(a) (1) (iv) of Title 20, Code of Federal Regulations. Also for the purpose of this clause, regular contributions made or costs incurred for more than a weekly period under plans, funds, or programs, but covering the particular weekly period, are deemed to be constructively made or incurred during such weekly period.



# DIVISION J GENERAL CONDITIONS, PART II

## NOTICES

3693

State: Oregon; Counties: State-wide.

SUPPLEMENTAL DECISIONS

Decision No. A-31-675. Date of decision: Feb. 15, 1972.

Supersedes Decision No. A-31-475, dated Aug. 27, 1961, in 38 P.R. 17217.

Description of work: Building construction (excluding single-family homes and garden-type apartments up to and including 4 stories), heavy and highway construction, and dredging.

Classification	Basic hourly rates	Fringe benefits payments				
		H & W	Pensions	Vacation	App. Tr.	Other
Asbestos workers.....	\$7.35	\$0.25	\$0.60		\$0.00	
Rollercoasters.....	6.70	.30	.70	\$0.45	.02	
Rollercoasters' helpers.....	6.40	.30	.70	.45	.02	
Bricklayers; stonemasons.....						
Clackamas, Clatsop, Columbia, Gilliam, Hood River North 1/2 of Lincoln, Marion, Multnomah, Morrow, Polk, Sherman, Tillamook, Wasco (north of the city of Maupin), Washington, and Yamhill Counties.....	7.10	.35	.35		.02	
Baker, North 1/2 of Malheur, Union, and Wallowa Counties.....	6.91	.15				
Benton, Coos, Crook, Curry, Deschutes, Douglas, Grant, Harney, Jackson, Jefferson, Josephine, Klamath, Lake, Lane, South 1/2 of Lincoln, Linn, South 1/2 of Malheur, Wasco (including the city of Maupin and south thereof), and Wheeler Counties.....	6.75	.35	.35		.02	
Carpenters.....						
Accidental and drywall applicators; automatic nailing machine; carpenters; form strippers; man-hole builders.....	6.33	.40	.25	.30	.63	
Pile drivers, bridge, dock and wharf builders.....	6.43	.40	.35	.30	.63	
Floor layers and finishers; stationary power saw operators.....	6.50	.40	.35	.30	.63	
Boon men.....	6.58	.40	.35	.30	.63	
Millwrights and machine erectors.....	6.63	.40	.35	.30	.63	
Cement masons.....						
Cement workers; composition workers; gunite man; power machinery operator.....	5.91	.30	.25		.09	
Drywall tapers.....	6.035	.30	.25		.09	
Electricians.....	5.85	.25		.60	.01	
Malheur County:						
Electricians.....	6.52	.22	1%		2/10%	
Cable splicers.....	7.12	.22	1%		2/10%	
Baker, Gilliam, Grant, Morrow, Umatilla, Union, Wallowa, and Wheeler Counties:						
Electricians.....	7.12	.25	1%		\$0.02	
Cable splicers.....	7.57	.25	1%		.02	
Coos, Curry, Lincoln, and those portions of Douglas and Lane Counties lying west of a line north and south from the northeast corner of Coos County to the southeast corner of Lincoln County:						
Electricians.....	7.14	.15	1%			
Cable splicers.....	7.85	.15	1%			
Clatsop and Tillamook Counties:						
Electricians.....	7.10	.15	1%+ .31			
Cable splicers.....	7.60	.15	1%+ .30			
Benton, Crook, Deschutes, Jefferson, Lane (except coast portion), Linn, Marion, Polk Counties, and S1/2 of Yamhill County:						
Electricians.....	6.50	.15	1%		.02	
Cable splicers.....	7.15	.15	1%		.02	
Clackamas, Columbia, Hood River, Multnomah, Sherman, Wasco, Washington Counties, and N1/2 of Yamhill County:						
Electricians.....	7.10	.15	1%+ .31		.02	
Cable splicers.....	7.60	.15	1%+ .30		.02	
Harney, Jackson, Josephine, Klamath, Lake Counties and that portion of Douglas lying east of a line running north and south from the corner of Coos County to the southeast corner of Lincoln County:						
Electricians.....	7.42	.15	1%		.60	
Cable splicers.....	7.87	.15	1%		.02	
Elevator constructors.....	6.54	.155	\$0.20	7%+n		
Elevator constructors' helpers.....	5.97-6.11	.155	.20	2%+n		
Glaziers.....	\$0.22	.15	.20	.45	.01	
Ironworkers.....						
Reinforcing.....	7.88	.43	.40		.63	
Erection of ornamental girders; signal men; structural.....	7.88	.43	.40		.63	
Lathers.....						
Clackamas, Clatsop, Columbia, Gilliam, Harney, Hood River, Morrow, Multnomah, Sherman, Tillamook, Wasco, Washington, and Yamhill Counties.....	6.60	.15			.01	
Marble setters.....						
Clackamas, Clatsop, Columbia, Gilliam, Hood River, North 1/2 of Lincoln, Marion, Multnomah, Morrow, Polk, Sherman, Tillamook, Wasco (north of the city of Maupin), Washington, and Yamhill Counties.....	6.80	.25	.35		.01	
Baker, North 1/2 of Malheur, Union, and Wallowa Counties.....	6.91	.15				
Benton, Coos, Crook, Curry, Deschutes, Douglas, Grant, Harney, Jackson, Jefferson, Josephine, Klamath, Lake, Lane, South 1/2 of Lincoln, Linn, South 1/2 of Malheur, Wasco (including the city of Maupin and south thereof), and Wheeler Counties.....	6.65	.25	.25		.02	
Painters.....						
Brush.....	6.30	.25	.15	\$0.10	.015	
Spray.....	6.55	.25	.15	.10	.015	
High work over 100'.....	6.80	.25	.15	.10	.015	
High towers, ground to 100'.....	6.45	.25	.15	.10	.015	
High towers, ground to 200'.....	6.80	.25	.15	.10	.015	
High towers, ground to over 300'.....	7.30	.25	.15	.10	.015	
Pieters.....	6.45	.25	.35		.01	
Plumbers; steamfitters.....						
Baker, Harney (except northwest portion), and Malheur Counties.....	6.58	.28	.30		.05	
Grant (except southwest corner), Morrow, Umatilla, Wallowa, and Union Counties.....	7.15	.28	.45	.44	.00	
N1/2 of Benton, Lincoln, and Linn Counties, Marion, Polk, S1/2 of Tillamook, and Yamhill Counties.....	6.63	.30	.50	.75	.08	
Clackamas, Clatsop, Columbia, Gilliam, Hood River, Jefferson, Multnomah, Sherman, S1/2 of Tillamook, Wasco, Wheeler, Washington Counties and N1/2 of Yamhill County.....	6.74	.40	.50		.05	
Coos, Curry, east portion of Douglas County, Lane (city of Florence).....	6.71	.35	.40		.0175	
Lane (except for city of Florence), Douglas (except east portion), Crook, Deschutes, northwest portion of Harney, northern portions of Klamath and Lake Counties, S1/2 of Lincoln, Linn, Benton, and Jefferson Counties, and southwest corner of Grant County.....	7.00	.21	.30		.02	
Remainder of Klamath and Lake Counties.....	7.06	.25	.45	.50		
Jackson and Josephine Counties.....	6.85	.25	.15	.43	.02	
Roofers.....						
Clackamas, Clatsop, Columbia, Gilliam, Hood River, Jefferson, Multnomah, Sherman, Tillamook, and Wasco Counties.....	6.65	.45	.35			
Roofers.....	7.15	.45	.35			
Coal tar.....	7.40	.45	.35			
Coal tar in confined areas.....	6.25	.25				
Wallowa County.....						
Coos, Crook, Curry, Deschutes, Douglas, Harney, Jackson, Josephine, Klamath, Lake, Lane, and Malheur Counties.....	6.20	.25				



# DIVISION J GENERAL CONDITIONS, PART II

3694

## NOTICES

SUPERSEDES DECISIONS—Continued

Classification	Basic hourly rates	Fringe benefits payments				
		H & W	Pensions	Vacation	App.Tr.	Other
<b>Sheet metal workers:</b>						
Benton, Clackamas, Clatsop, Columbia, Crook, Deschutes, Gilliam, Grant, Harney, Hood River, Jefferson, Lincoln, Linn, Marion, Morrow, Multnomah, Polk, Sherman, Tillamook, Wasco, Washington, Wheeler, and Yamhill Counties.....	6.05	.20	.24	.24	.02	
Malheur County.....	6.43	.22	.20	.40		
Baker, Umatilla, Union, and Wallowa Counties.....	6.50	.22	.30			
Coos, Curry, Douglas, and Lane Counties.....	6.68	.22	.24			
Jackson, and Josephine.....	6.03	.22	.30			
<b>Soft floor layers:</b>	6.15	.25	.30	.10	.05	
<b>Sprinkler fitters:</b>	7.95	.20	.30		.05	
<b>Tile setters and terrazzo workers:</b>						
Clatsop, Clackamas, Columbia, Gilliam, Harney, Hood River, N 1/2 of Lincoln, Marion, Morrow, Multnomah, Polk, Sherman, Wasco (north of the city of Maupin), Washington, Tillamook, and Yamhill Counties.....	6.55	.25	.24			
Baker, North 1/2 of Malheur, Union, and Wallowa Counties.....	6.91	.15				
Benton, Coos, Crook, Curry, Deschutes, Douglas, Grant, Jackson, Jefferson, Josephine, Klamath, Lake, Lane, South 1/2 of Lincoln, Linn, South 1/2 of Malheur, Wasco (including the city of Maupin and south thereof), and Wheeler Counties.....	6.95	.25				
<b>Tile setters—helpers:</b>	5.74	.25				
<b>Welders; riggers:</b> Receive rate prescribed for craft performing operation to which welding is incidental.						
<b>Paid holidays:</b> A—New Year's Day; B—Memorial Day; C—Independence Day; D—Labor Day; E—Thanksgiving Day; F—Christmas Day.						
<b>Footnotes:</b>						
a. Employer credits 4% basic hourly rate of employee with over 5 years' service, 2% basic hourly rate from 6 months to 5 years' service to Vacation Plan. Six Paid Holidays: A through F.						
b. 4% of all gross wages to be placed to the credit of employees with less than 1 year of service, 6% to employees with more than 1 year of service.						
<b>Laborers:</b>						
<b>Group I:</b>						
Asphalt plant laborers; asphalt spreaders; batch weighman; broomers; brush burners and cutters; car and truck loaders; cast-in-place tender; charge-house man or dry shack men; choker setters; clean up laborers; concrete laborers; crusher feeders; culvert, hand labor; curing, concrete; demolition, wrecking, and moving laborers; driller helpers; dumpers, road curing crew; dumpmen (for grading crew); elevator feeders; fence builder (including guard rail, median rail, reference post, guide post, right-of-way marker); fine graders; form strippers (not swinging stakes); general laborers; landscaping or planting laborers; leverman on aggregate spreader (Flatbed and similar types); loader spotters; material yard man (including electrical); Pittsburgh elevator operator or similar types; powderman helper; railroad track laborers; ribbon setters (including steel forms); rip rap man (hand placed); road pump tenders; sewer labor; skippers; signman; slopers; spraymen; stake chaser—stake setter—grade checker; stock-piler; timber filler and buckler (hand labor); toolroom man (at job site) tunnel bull gang (above ground); weigh man—crusher aggregate (when used).....	5.25	.40	.45	\$0.20	.02	
<b>Group II:</b>						
Applicator (including pot tender for same), applying protective material by hand or nozzle on utility lines or storage tanks on project; burners; choker splicer; Clary power spreader and similar types; clean-up nozzlemen; greenhutter (concrete rock, etc.); concrete power buggyman; demolition and wrecking charged materials; Gunite nozzlemen tender; Gunite or sand blasting pot tender; handlers or mixers of all materials of an irritating nature including cement and lime; manhole builder; power tool operator includes but not limited to: chipping guns, jackhammer, paving breakers, post hole digger, air, gas, or electric, tampers, vibrating screed, vibrators (less than 4" in diameter); ribbon setter, head; rip rap man (hand), hand placed sand blasting (wet); sewer timberman; timber buckers and fallers; brush cutters (power saw); tunnel muckers, brokeners, concrete crew, bull gang (underground).....	5.40	.40	.45	.20	.02	
<b>Group III:</b>						
Asphalt rakers; bid grinder; concrete saw operator; drill doctor; drill operator, air tracks, cat drills wagon drills, roller-mounted drills, and other similar types; Gunite nozzlemen; high scalers, strippers and chippers (severe work in scaling stages, chisels or bolts, under extreme conditions unusual to normal cutting, blasting, barling-down, or sloping and stripping); powdermen; power saw operators (backing and falling merchantable logs); purple-pete nozzlemen; sand blasting (dry); sewer pipe layers; track liners, anchor machines, ballast regulators, multiple tampers, power jacks; tucker operator; tunnel—chuck tenders, nipers, and timbermen; vibrators (4" and larger); water blaster.....	5.55	.40	.45	.20	.02	
<b>Group IV:</b>						
Tunnel miners; tunnel powderman.....	5.70	.40	.45	.20	.02	
<b>Power equipment operators:</b>						
<b>Group I:</b>						
Assistant conveyor; oler, including plant and crusher; crusher feeder; deckhand; self-propelled scaffolding; guard rail puncher; pump under 4" brakeman; switchman; parts man (tool room).....	6.10	.40	.50	.20		
<b>Group II:</b>						
Tractor, pulled type; truck crane operator-driver, 25-ton capacity or over; fireman, all equipment; A-frame truck, single drum turner or conin type hoist, any power; drill helper; drier oler; boatman; forklift or lumber stacker; temporary heating plant; grade oler, required to check grade; grade checker; tar pot fireman; tar pot fireman (power activated); H.D. repairman helper; Welder's helper; fireman helicopter radio-man (ground); roller, rock.....	6.24	.40	.50	.20		
<b>Group III:</b>						
Plant fireman; pugmill; truck mounted asphalt spreader, with screed; compressor, any power, under 1,000 cu. ft. total capacity; mixer box concrete plant; concrete conveyor cement hog; concrete saw, self-propelled unit; wire mat machine or booming machine; concrete curing machine, self-propelled; bucket elevator loader, Barber Greene and similar type; hydraulic pipe press; pump any power, 4" and over; hydrostatic pump; motorman; ballast jack tamper; bell boy, phones, etc.; tamping machine, mechanical self-propelled; hydrographic seeder machine, straw, pump or seed; broom operator, self-propelled; air filtration equipment; welding machine.....	6.34	.40	.50	.20		
<b>Group IV:</b>						
Screed; compactor, including vibratory; compressor, over 1,000 cu. ft. total capacity; concrete mixer, single drum, under 5-bag capacity; concrete cooling machine; combination mixer and compressor, gunite work; helicopter hoist; forklift, over 5 tons; Lull Hi-Lift or similar type, 20 ft. or over; service oler (treener); Hydra Hammer or similar types; pavement breaker; pump, more than 8, any size; locomotive, under 40 tons; roller, oling, CTB.....	6.50	.40	.50	.20		
<b>Group V:</b>						
Curb machine, mechanical berm, curb and/or curb and gutter; Wagner Pactor or similar type (without blade); batch plant material control; power joint-o, setting slip forms, etc. in tunnels; slip form pumps, power driven hydraulic lifting device for concrete formist hoist, single drum; elevator, diesel, gas, engine; chip spreading machine; lime spreading sweeper (Wayne type) self-propelled; tractor, rubber-tired to hp. flywheel and under; trenching machine, maximum digging capacity 3 ft. depth.....	6.52	.40	.50	.20		
<b>Group VI:</b>						
Asphalt plant; asphalt paver; Magin's, internal full slab vibrator; concrete finishing machine, Clary, Johnson, Bidwell, Burgess, bridge deck or similar type; curb machine, mechanical berm, curb and/or curb and gutter; concrete joint machine; concrete planer; cast in place pipe laying machine; concrete paving machine; concrete spreader; loaders, rubber-tired type, 2 1/2 cu. yd. and under; rock spreader, self-propelled.....	6.60	.40	.50	.20		



SUPERSEDED DECISIONS—Continued.

Classification	Basic hourly rates	Prize benefits payments				
		H & W	Pensions	Vacation	App. Tr.	Other
<b>Power equipment operators—Continued</b>						
<b>Group VII:</b>						
Roller, asphalt; concrete mixer, single drum, 5-baz capacity and over; helterete; pumpcrete; cement pump; Pacer-Kenyon and similar floating machine; concrete pump; tower pump; A-frame truck, double drums; boom truck; rotary drill and earth boring machine; hydraulic backhoe, wheel type, 3 cu. yd. and under with or without front end attachments; 2 cu. yd. and under (Ford, John Deere, Case type); elevating grader, tractor and towed requiring operator or grad; pot rammer; ballast regulator; ballast tamper multi-purpose; track liner; to spread; shuttle cart locomotive, 20 tons and over.....	6.66	.40	.50	.20		
<b>Group VIII:</b>						
Diesel-electric engine, plant or floating; hatch plant and/or wet mix, 1 and 2 drums; generator; diesel-electric engine; belt loaders, Kohman and Ko Cal types.....	6.76	.40	.50	.20		
<b>Group IX:</b>						
Bulldozer; drill cat; side-boom cat; compactor, with blade; Chicago boom and similar types; lift slab machine; boom type lifting device, 5 tons capacity or less; cherry picker or similar type crane-hoist 5-ton capacity or less; crawler; crusher plant; boring machine; surface heater and planer; hydraulic backhoe, truck type 1, cu. yd. loader, front end and overhead 2 cu. yd. and under 4 cu. yd.; pipe cleaning machine; pipe doping machine; pipe bending machine; pipe wrapping machine; belt treading machine; drill doctor; including bit grinder; H.D. mechanic; H.D. welder; machine tool operator; Stationary drag scraper; tractor rubber-tired over 50 hp. flywheel; tractor, rubber-tired with boom attachments; trenching machine maximum digging capacity over 3 ft. depth.....	6.82	.40	.50	.20		
<b>Group X:</b>						
Bulldozer, twin-engine (TO 12 and similar type); cable-plow; compactor, multi-engine; driller—percussion, diamond, core, cable, rotary, and similar types; jack operator elevating barges; barge operator, self-unloading; combination H.D. mechanic-welder; welder—certified; rubber-tired dozers and pushers (Michigan, Cat, Hough type).....	6.88	.40	.50	.20		
<b>Group XI:</b>						
Mixer mobile; crane, 25 tons and under; shovel, dragline, clamshell, hoe, etc., under 1 cu. yd.; Grapple, under 1 cu. yd.; mucking machine.....	6.90	.40	.50	.20		
<b>Group XII:</b>						
Blade; hatch plant and/or wet mix, 3 units or more; hoist, 2-drum hoist, 3 or more drums; elevating loader, Athey and similar type; piledriver (not crane type); rubber-tired scraper, single engine, single scraper; scraper—self-loading, paddle wheel loader type; rubber-tired scraper, twin engine; rubber-tired scraper, with push-pull attachments; blade mounted spreaders, Ulrich and similar types; shield operator.....	6.96	.40	.50	.20		
<b>Group XIII:</b>						
Blade, finish (working with either red or blue tops); blade, electronically controlled by wire or laser beams; blade, multi-engine; concrete paving and road mixer; bridge crane, locomotive, gantry, overhead; derrick, under 100 tons; hoist, stubble, guy derrick or similar type 50 tons and over; cableway, up to 25 tons; crane, over 25 tons and including 40 tons; tower crane; piledriver (not crane type); floating clamshell, etc., under 3 cu. yd.; floating crane (derrick barge), less than 50 tons; hydraulic backhoe, truck type over 3 cu. yds. elevating grader, operated by tractor, Skidder, Endid, or similar type; back-filling machine; shovel, etc., 1 cu. yd. but less than 3 cu. yd.; Grapple, 1 cu. yd. and over; back filling machine.....	7.04	.40	.50	.20		
<b>Group XIV:</b>						
Rubber-tired scraper with tandem scraper.....	7.20	.40	.50	.20		
<b>Group XV:</b>						
Back hauler, 4 cu. yd. but less than 6 cu. yd.....	7.33	.40	.50	.20		
<b>Group XVI:</b>						
Auto grader (i.e. CMD) or trimmer; tandem bulldozer, quad-line and similar type; automatic concrete slip form paver; concrete canal liner; cableway, 25 tons and over, crane, over 40 tons and including 100 tons; whirley, 50 tons and under; floating clamshell, etc., 3 cu. yd. and over; floating crane (derrick barge), 50 tons but less than 80 tons; loader, 6 cu. yd., but less than 8 cu. yd., loader 8 cu. yd., but less than 12 cu. yd.; rubber-tired scraper, with tandem scrapers, multi-engine; shovel, etc., 3 cu. yd. but less than 5 cu. yd.; wheel excavator, under 75 cu. yd. per hour.....	7.54	.40	.50	.20		
<b>Group XVII:</b>						
Crane, over 100 tons and including 200 tons; whirley over 50 tons and including 150 tons; floating crane (derrick barge), 50 tons but less than 150 tons; loader, 12 cu. yd. and over; shovel, etc., 5 cu. yd. and over; canal trimmer.....	7.63	.40	.50	.20		
<b>Group XVIII:</b>						
Crane, over 200 tons; whirley, 150 tons and over; floating crane 150 tons but less than 250 tons; wheel excavator, over 75 cu. yd. per hour; barge wagons, in conjunction with wheel excavator.....	7.66	.40	.50	.20		
<b>Group XIX:</b>						
Helicopter, when used in erecting work; floating crane 250 tons and over; remote controlled earth moving equipment (no one operator shall operate more than two pieces of moving equipment at one time); underwater equipment, remote or other way.....	8.00	.40	.50	.20		
<b>Truck drivers:</b>						
Battery re-builder; bus or non-haul driver; concrete bugles (power operated); dump trucks, side, end and bottom dumps, including semi-trucks and trains or combinations thereof 6 cu. yd. and under; lift trucks, fork in all sizes used in loading, unloading and transporting materials or job sites; loader and/or leverman on concrete dry bed plant (materially operated); pilot car; tow flat bed and miscellaneous dry trucks, 6-70 tons; tank helper; truck mechanic helper; water wagon (washhouse, parts, tool men and parts chaser, trucker and receiver); water wagons (rated capacity), up to 10,000 gal.....	6.03	.35	.40	.15		
"A" frame or hydraulic truck with lifting surface; lubrication man, fuel truck driver, fireman, wash rack, steam cleaner or combination; team drivers.....	5.98	.35	.40	.15		
Dump trucks, side, end and bottom dumps, including semi-trucks and trains or combination thereof over 6 cu. yd. including 10 cu. yd.; sturr; truck driver or leverman; transit mix and dry or wet trucks 5 cu. yd. and under; fireman (full-line basis); water wagons (rated capacity): 1,000 to 3,000 gal.....	6.03	.35	.40	.15		
Flakery spreader driver or leverman; low bed equipment, flat bed semi-trailer, truck and trailer or double transporting equipment or wet or dry materials; lumber carrier driver—straddle carrier (used in loading, unloading and transporting of materials on job site); oil distributor driver or leverman; water wagons (rated capacity): 3,000 to 5,000 gal.....	6.03	.35	.40	.15		
Dumpster or similar equipment, all sizes; transit mix and wet or dry mix trucks; over 5 cu. yd. and including 7 cu. yd.....	6.13	.35	.40	.15		
Dump trucks, side, end, and bottom dumps, including semi-trucks and trains or combinations thereof over 10 cu. yd. and including 20 cu. yd.; transit mix and dry or wet mix trucks; over 7 cu. yd. and including 9 cu. yd.; truck mechanic—welder—body repairman; water wagons (rated capacity): 5,000 to 7,000 gal.....	6.23	.35	.40	.15		
Dump trucks, side, end, and bottom dumps, including semi-trucks and trains or combination thereof over 20 cu. yd. and including 30 cu. yd.; transit mix and wet or dry mix trucks over 9 cu. yd. and including 11 cu. yd.; water wagons (rated capacity): over 7,000 gal. to 10,000 gal.....	6.33	.35	.40	.15		
Dump trucks, side, end, and bottom dumps, including semi-trucks and trains or combination thereof over 30 cu. yd. and including 40 cu. yd.; transit mix and wet or dry mix trucks over 11 cu. yd. and including 13 cu. yd.; water wagons (rated capacity): over 10,000 gal. to 15,000 gal.....	6.43	.35	.40	.15		
Dump trucks, side, end, and bottom dumps, including semi-trucks and trains or combination thereof over 40 cu. yd. and including 50 cu. yd.; transit mix and wet or dry mix trucks over 13 cu. yd. and including 15 cu. yd.....	6.53	.35	.40	.15		
Dump trucks, side, end, and bottom dumps, including semi-trucks and trains or combination thereof over 50 cu. yd. and including 60 cu. yd.....	6.70	.35	.40	.15		
Dump trucks, side, end, and bottom dumps, including semi-trucks and trains or combination thereof over 60 cu. yd. and including 70 cu. yd.....	6.80	.35	.40	.15		



DIVISION J  
GENERAL CONDITIONS, PART II

3696

NOTICES

SUPERSEDES DECISIONS—Continued

Classification	Basic hourly rates	Fringe benefits payments				
		H & W	P nsions	Vacation	App. Tr.	Other
Truck drivers—Continued						
Dump trucks, side, end, and bottom dumps, including semi-trucks and trains or combination thereof, over 20 cu. yd. and including 20 cu. yd.	6.90	.35	.40	.15		
Dump trucks, side, end, and bottom dumps, including semi-trucks and trains or combination thereof, over 20 cu. yd. and including 20 cu. yd.	7.09	.35	.40	.15		
Dump trucks, side, end, and bottom dumps, including semi-trucks and trains or combination thereof, over 20 cu. yd. and including 20 cu. yd.	7.10	.35	.40	.15		
Drivers and helpers handling sacked cement add \$0.15 per hour.						
Which truck takes classification of truck on which which is mounted.						
Dredges						
Dipper leverman						
(a) 5 yards and under	7.59	.40	.50	.20		
(b) Over 5 yards	8.14	.40	.50	.20		
Leverman, hydraulic	7.20	.40	.35	.20		
Assistant engineer (electric generator operator for primary pump; power barge or dredge)	6.88	.40	.50	.20		
Assistant engineer (electric, diesel, steam or booster pump); mates and boatmen	6.72	.40	.50	.20		
Engineer welder; crane	6.83	.40	.50	.20		
Fireman; oiler	6.41	.40	.50	.20		
Assistant mate (deckhand)	6.34	.40	.50	.20		
Line Construction—Oregon (1)						
Cable splicers; leadman pole sprayer	8.62	.15	1%			12%
Lineman; pole sprayer; heavy line equipment man; certified lineman welder	7.24	.15	1%			12%
Tree trimmer	6.54	.15	1%			12%
Line equipment man	6.24	.15	1%			12%
Head groundman (chipper); head groundman; powderman; jackhammer man	5.46	.15	1%			12%
Groundman; tree trimmer helper	5.15	.15	1%			12%
Hole digger	4.93	.15	1%			12%

State: Wisconsin County: Milwaukee

Decision No. AM-8584; Date of decision: Feb. 18, 1972.

Supersedes Decision No. AM-450 dated Aug. 18, 1971, in 36 F.R. 15291.

Description of work: Building, heavy and highway construction, including residential construction and dredging.

Subcontract workers	\$7.68	\$0.35	\$0.50	\$0.50		
	7.80	.36	.85		\$0.02	
	7.625	.30	.85		.02	

Increases  
Rubbers and Kettlemen  
Additional help  
Tower work  
Without



DIVISION J  
GENERAL CONDITIONS, PART II NOTICES

6613

MODIFICATIONS—Continued

Classification	Base hourly rates	H & W	Pensions	Vacation	App. Tr.	Other
WD No. AM-1731-56 F.R. 14969, Onondaga County, N.Y., Modification No. 5						
CHANGE:						
Building construction:						
Lead burners.....	6.90	.30				
Linemen:						
Linemen, cable splicer helper and material man.....	8.60	.35	1¢ + .25	c	\$0.01	
Groundman.....	7.50	.35	1¢ + .25	d	11 1/2%	
Groundman digging machine operator.....	8.45	.35	1¢ + .25	d	11 1/2%	
Groundman mobile equipment operator.....	8.00	.35	1¢ + .25	d	11 1/2%	
Groundman truck driver and mechanic.....	7.65	.35	1¢ + .25	d	11 1/2%	
Groundman dynamite man.....	8.00	.35	1¢ + .25	d	11 1/2%	
Cable splicer.....	9.35	.35	1¢ + .25	d	11 1/2%	
Painters:						
Brush.....	7.45	.30	\$0.35			
Structural steel.....	7.45	.30	.35			
Spray.....	7.45	.30	.35			
Footnote: c. Holidays: A through F: Washington's Birthday, Good Friday, and Christmas Eve providing employee has worked 45 full days during the 120 calendar days prior to the holiday and the regular scheduled workdays immediately preceding and following the holiday.						
WD No. AM-1732-56 F.R. 14972, Rensselaer County, N.Y., Modification No. 4						
CHANGE:						
Building construction:						
Ironworkers, structural, ornamental and reinforcing.....	7.40	.34	.85			
Lead burners.....	6.90	.30				
Linemen:						
Linemen, cable splicer helper and material man.....	8.60	.35	1¢ + .25	d	\$0.02	
Groundman.....	7.50	.35	1¢ + .25	e	.01	
Groundman digging machine operator.....	8.45	.35	1¢ + .25	e	11 1/2%	
Groundman mobile equipment operator.....	8.00	.35	1¢ + .25	e	11 1/2%	
Groundman truck driver and mechanic.....	7.65	.35	1¢ + .25	e	11 1/2%	
Groundman dynamite man.....	8.00	.35	1¢ + .25	e	11 1/2%	
Cable splicer.....	9.35	.35	1¢ + .25	e	11 1/2%	
Footnote: d. Holidays: A through F: Washington's Birthday, Good Friday, and Christmas Eve providing employee has worked 45 full days during the 120 calendar days prior to the holiday and the regular scheduled workdays immediately preceding and following the holiday.						
WD No. AM-1734-56 F.R. 14976, Schenectady County, N.Y., Modification No. 4						
CHANGE:						
Building construction:						
Ironworkers, structural, ornamental, and reinforcing.....	7.40	.34	\$0.85			
Lead burners.....	6.90	.30				
Line construction:						
Linemen, cable splicer helpers and material man.....	8.60	.35	1¢ + .25	d	\$0.02	
Cable splicer.....	9.35	.35	1¢ + .25	e	.01	
Groundman.....	7.50	.35	1¢ + .25	e	11 1/2%	
Groundman digging machine operator.....	8.45	.35	1¢ + .25	e	11 1/2%	
Groundman mobile equipment operator.....	8.00	.35	1¢ + .25	e	11 1/2%	
Groundman truck driver and mechanic.....	7.65	.35	1¢ + .25	e	11 1/2%	
Groundman dynamite man.....	8.00	.35	1¢ + .25	e	11 1/2%	
Footnote: d. Holidays: A through F: Washington's Birthday, Good Friday, and Christmas Eve providing employee has worked 45 full days during the 120 calendar days prior to the holiday and the regular scheduled workdays immediately preceding and following the holiday.						
WD No. A-1735-56 F.R. 14985, Westchester County, N.Y., Modification No. 4						
CHANGE:						
Lead burners.....	6.90	.30				
Footnote: c. Holidays: A through F: Washington's Birthday, Good Friday, and Christmas Eve providing the employee has worked 45 full days during the 120 calendar days prior to the holiday and the regular scheduled workdays immediately preceding and following the holiday.						
WD No. AM-3401-56 F.R. 16755, Oklahoma County, Okla., Modification No. 4						
CHANGE:						
Glassers.....	5.82					
WD No. AM-8502-50 F.R. 16718, Tulsa County, Okla., Modification No. 7						
CHANGE:						
Coat Boer layers.....	5.12		\$0.15	.18		
Cement masons:						
Cement masons.....	6.42					
WD No. AM-5708-57 F.R. 533, Statewide Oregon, Modification No. 1						
CHANGE:						
Asbestos workers.....	7.85	.35	.60			
Bricklayers; stonemasons: Clatsop; Columbia; Gilliam; Hood River; north half of Marion; Multnomah; Morrow; Polk; Sherman; Tillamook; Wasco (north of the city of Maupin); Washington; Yamhill Counties.....	7.40	.35				
Drivall tapers.....	6.10	.32	.15	.50		
Ironworkers: Reinforcing; fence erectors; ornamental; riggers; signalmen; structural.....	7.13	.43	.40	.25		
Painters:						
Brush.....	6.55	.30	.20			
Spray.....	6.80	.30	.20			
High work over 100 ft.....	7.05	.30	.20			
High towers, ground to 100 ft.....	6.70	.30	.20			
High towers, ground to 30 ft.....	7.05	.30	.20			
High towers, ground to over 30 ft.....	7.05	.30	.20			
Plumbers; steamfitters: Clatsop; Columbia; Gilliam; Hood River; Jefferson; Multnomah; Sherman; north half of Tillamook; Wasco; Wheeler; Washington; and north half of Yamhill Counties.....	7.55	.30	.20			
Footnote: c. Holidays: A through F: Washington's Birthday, Good Friday, and Christmas Eve providing the employee has worked 45 full days during the 120 calendar days prior to the holiday and the regular scheduled workdays immediately preceding and following the holiday.						



DIVISION J  
GENERAL CONDITIONS, PART II

205. UNDERPAYMENTS OF WAGES OR SALARIES

In case of underpayment of wages or salaries by the Contractor or by any subcontractor to laborers, mechanics, or technical employees employed by the Contractor or subcontractor upon the work covered by this Contract, the Local Public Agency in addition to such other rights as may be afforded it under this Contract may withhold from the Contractor, out of any payments due the Contractor, so much thereof as the Local Public Agency may consider necessary to pay such laborers, mechanics, or technical employees the full amount of wages or salaries required by this Contract. The amount so withheld shall be disbursed by the Local Public Agency, for and on account of the Contractor or the subcontractor (as may be appropriate), to the respective laborers, mechanics or technical employees to whom the same is due or on their behalf to plans, funds, or programs for any type of fringe benefit prescribed in the applicable wage determination.

206. FRINGE BENEFITS AS PART OF WAGES

The Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b) (2) (B) of the Davis-Bacon Act, or any bona fide fringe benefits not expressly listed in Section 1(b) (2) of the Davis-Bacon Act or otherwise not listed in the wage determination decision of the Secretary of Labor which is included in this Contract, when the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. Whenever practicable, the Contractor should request the Secretary of Labor to make such findings before the making of the Contract. In the case of unfunded plans and programs, the Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. A copy of any findings made by the Secretary of Labor in respect to fringe benefits being provided by the Contractor must be submitted to the Local Public Agency with the first payroll filed by the Contractor subsequent to receipt of the findings.

207. CONTRACT WORK HOURS STANDARDS ACT - OVERTIME COMPENSATION

a. Overtime requirements. No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards,



DIVISION J  
GENERAL CONDITIONS, PART II

shall require or permit any laborer or mechanic in any workweek in which he is employed on such work to work in excess of eight hours in any calendar day or in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such workweek, as the case may be.

b. Violation; Liability of unpaid wages; Liquidated damages. In the event of any violation of the clause set forth in Paragraph a, the Contractor and any subcontractor responsible therefor shall be liable to any affected employee for his unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violations of the clause set forth in Paragraph a, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of eight hours or in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in Paragraph a.

c. Withholding for liquidated damages. The Local Public Agency may withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for liquidated damages as provided in the clause set forth in Paragraph b.

d. Subcontracts. The Contractor shall insert in any subcontracts the clause set forth in Paragraphs a, b, and c of this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

208. EMPLOYMENT OF APPRENTICES

Apprentices (to mechanics) will be permitted to perform work covered by this Contract only under a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the Federal Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized Agency exists in a State,



DIVISION J  
GENERAL CONDITIONS, PART II

under a program registered with the Bureau of Apprenticeship and Training, United States Department of Labor. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered as above, shall be paid the wage rate determined by the Secretary of Labor, United States Department of Labor, for the classification of work he actually performed. The Contractor or subcontractor will be required to furnish written evidence of the registration of his program and apprentices, as well as of the appropriate ratios and wage rates for the area of construction, prior to using any apprentices of the contract work.

209. CONTRACTOR'S CERTIFICATES

Before each payment by the Local Public Agency to the Contractor under this Contract, the Contractor shall furnish the Local Public Agency with his certificate, in duplicate, substantially to the effect that the Contractor and each subcontractor has complied with the wage and other Labor-Standards Provisions of this Contract which pertain to laborers and mechanics employed upon the work covered by this Contract or that there is an honest dispute with respect to such provisions. The form of the certificate to be used will be furnished by the Local Public Agency.

210. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Contract, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of color, race, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Local Public Agency setting forth the provisions of this nondiscrimination clause.



DIVISION J  
GENERAL CONDITIONS, PART II

b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

c. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations, and relevant orders of the Secretary of Labor.

e. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department of Housing and Urban Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f. In the event of the Contractor's noncompliance with the non-discrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government Contracts of federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g. The Contractor will include the portion of the sentence immediately preceding Paragraph a. and the provisions of Paragraphs a. through g. in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department of Housing and Urban Development may direct as a means of enforcing such provisions, including sanctions for noncompliance; Provided, however, That in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department of Housing and Urban Development, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.



DIVISION J  
GENERAL CONDITIONS, PART II

211. EMPLOYMENT OF CERTAIN PERSONS PROHIBITED

No person who, at the time, is serving sentence in a penal or correctional institution shall be employed on the work covered by this Contract.

212. REGULATIONS PURSUANT TO SO-CALLED "ANTI-KICKBACK ACT"

The Contractor shall comply with the applicable regulations ( a copy of which is attached and herein incorporated by reference) of the Secretary of Labor, United States Department of Labor, made pursuant to the so-called "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 862; title 18 U.S.C., section 874; and title 40 U.S.C., section 276c) and any amendments or modifications thereof, shall cause appropriate provisions to be inserted in subcontracts to insure compliance therewith by all subcontractors subject thereto, and shall be responsible for the submission of affidavits required of subcontractors thereunder, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions from the requirements thereof.

213. EMPLOYMENT OF LABORERS OR MECHANICS NOT LISTED IN  
AFORESAID WAGE DETERMINATION DECISION

Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract will be classified or reclassified conformably to wage determination by the Local Public Agency, and a report of the action taken shall be submitted by the Local Public Agency, through the Secretary, to the Secretary of Labor, United States Department of Labor. In the event the interested parties cannot agree on the proper classification or reclassification of a particular class of laborers and mechanics to be used, the question accompanied by the recommendation of the Local Public Agency shall be referred, through the Secretary to the Secretary of Labor for final determination.

214. FRINGE BENEFITS NOT EXPRESSED AS HOURLY WAGE RATES

The Local Public Agency shall require, whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly wage rate and the Contractor is obligated to pay a cash equivalent of such a fringe benefit, an hourly cash equivalent thereof to be established. In the event the interested parties cannot agree upon a cash equivalent of the fringe benefit, the question, accompanied by the recommendation of the Local Public Agency, shall be referred, through Secretary to the Secretary of Labor for determination.



DIVISION J  
GENERAL CONDITIONS, PART II

215. POSTING WAGE DETERMINATION DECISIONS AND AUTHORIZED  
WAGE DEDUCTIONS

The applicable wage poster of the Secretary of Labor, United States Department of Labor (Form SOL-155), and the applicable wage determination decisions of said Secretary of Labor with respect to the various classifications of laborers and mechanics employed and to be employed upon the work covered by this Contract, and a statement showing all deductions, if any, in accordance with the provisions of this Contract, to be made from wages actually earned by persons so employed or to be employed in such classifications shall be posted at appropriate conspicuous points at the site of the work.

216. COMPLAINTS, ETC., BY EMPLOYEES

No laborer, mechanic, or technical employee to whom the wage, salary, or other labor-standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor, because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

217. CLAIMS AND DISPUTES PERTAINING TO SALARY RATES FOR  
TECHNICAL EMPLOYEES

Claims and disputes pertaining to salary rates or to classifications of technical employees employed upon the work covered by this Contract shall be promptly reported in writing by the Contractor to the Local Public Agency for the latter's decision which shall be final with respect thereto.

218. CLAIMS AND DISPUTES PERTAINING TO WAGE RATES FOR  
LABORERS AND MECHANICS

Claims and disputes pertaining to wage rates or to classifications of laborers and mechanics employed upon the work covered by this Contract shall be promptly reported by the Contractor in writing to the Local Public Agency for referral by the latter through the Secretary to the Secretary of Labor, United States Department of Labor, whose decision shall be final with respect thereto.



DIVISION J  
GENERAL CONDITIONS, PART II

219. QUESTIONS CONCERNING CERTAIN FEDERAL STATUTES AND REGULATIONS

All questions arising under this Contract which relate to the application or interpretation of (a) the aforesaid Anti-Kickback Act, (b) the Contract Work Hours Standards Act, (c) the regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to said Acts, (d) the aforesaid Davis-Bacon Act, or (e) the labor-standards provisions of Title I of the Housing Act of 1949, as amended, shall be referred, through the Local Public Agency and the Secretary, to the Secretary of Labor, United States Department of Labor, for appropriate ruling or interpretation by said Secretary of Labor which shall be authoritative and may be relied upon for the purposes of this Contract.

220. PAYROLLS AND BASIC PAYROLL RECORDS OF THE CONTRACTOR AND SUBCONTRACTORS

The Contractor and each subcontractor shall prepare his payrolls on form satisfactory to and in accordance with instructions to be furnished by the Local Public Agency. The Contractor shall submit weekly to the Local Public Agency two certified copies of all payrolls of the Contractor and of the subcontractors, it being understood that the Contractor shall be responsible for the submission of copies of payrolls of all subcontractors. Each such payroll shall contain the "Weekly Statement of Compliance" set forth in Section 3.3 of Title 29, Code of Federal Regulations. The payrolls and basic payroll records of the Contractor and each subcontractor covering all laborers and mechanics employed upon the work covered by the Contract shall be maintained during the course of the work and preserved for a period of three years thereafter. Such payrolls and basic payroll records shall contain the name and address of each such employee, his correct classification, rate of pay (including rates of contributions or costs anticipated of the types described in Section 1(b) (2) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. In addition, whenever the Secretary of Labor has found under Section 5.5 (a) (1) (iv) of Title 29, Code of Federal Regulations, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1 (b) (2) (B) of the Davis-Bacon Act, the Contractor or subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially



DIVISION J  
GENERAL CONDITIONS, PART II

responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. The Contractor and each subcontractor shall make his employment records with respect to persons employed by him upon the work covered by this Contract available for inspection by the Secretary, and authorized representatives of the Local Public Agency and of the United States Department of Labor. The Secretary and such representatives shall be permitted to interview employees of the Contractor or of any subcontractor during working hours on the job.

221. SPECIFIC COVERAGE OF CERTAIN TYPES OF WORK BY EMPLOYEES

The transporting of materials and supplies to or from the site of the Project to which this Contract pertains by the employees of the Contractor or of any subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the Project to which this Contract pertains by persons employed by the Contractor or by any subcontractor, shall, for the purposes of this Contract, and without limiting the generality of the foregoing provisions of this Contract, be deemed to be work to which these Federal Labor-Standards Provisions of this Part II of General Conditions are applicable.

222. INELIGIBLE SUBCONTRACTORS

The Contractor shall not subcontract any part of the work covered by this Contract or permit subcontracted work to be further subcontracted without the Local Public Agency's prior written approval of the subcontractor. The Local Public Agency will not approve any subcontractor for work covered by this Contract who is at the time ineligible under the provisions of any applicable regulations issued by the Secretary of Labor, United States Department of Labor, to receive an award of such subcontract.

223. INTEREST OF CERTAIN FEDERAL AND OTHER OFFICIALS.

a. No Member of or Delegate to the Congress of the United States and no Resident Commissioner shall be admitted to any share or part of this Contract or to any benefit to arise from the same: Provided, That the foregoing provision of this Section shall not be construed to extend to this Contract if made with a corporation for its general benefit.



DIVISION J  
GENERAL CONDITIONS, PART II

b. No member of the governing body of the Local Public Agency who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains, and no other officer or employee of the Local Public Agency who exercises any such functions or responsibilities, shall have any private interest, direct or indirect, in this Contract which is incompatible or in conflict with the discharge or fulfillment of his functions and responsibilities in connection with the carrying out of the Project to which this Contract pertains.

224. PROVISIONS TO BE INCLUDED IN CERTAIN SUBCONTRACTS

The Contractor shall include or cause to be included in each subcontract covering any of the work covered by this Contract, provisions which are consistent with the Federal Labor-Standards Provisions of this Part II of General Conditions, and also a clause requiring the subcontractors to include such provisions in any lower tier subcontracts which they may enter into, together with a clause requiring such insertion in any further subcontracts that may in turn be made.

225. BREACH OF FOREGOING FEDERAL LABOR-STANDARDS PROVISIONS

In addition to the causes for termination of this Contract as herein elsewhere set forth, the Local Public Agency hereby reserves the right to terminate this Contract if the Contractor or any subcontractor whose subcontract covers any of the work covered by this Contract shall breach any of the Federal Labor-Standards Provisions of this Part II of General Conditions which pertain to laborers or mechanics. A breach of said Federal Labor-Standards Provisions may also be grounds for debarment as provided by the applicable regulations issued by the Secretary of Labor, United States Department of Labor.

End of Division J



DIVISION K  
ATTACHMENT TO PART II OF GENERAL CONDITIONS

SO-CALLED "ANTI-KICKBACK ACT" AND REGULATIONS PROMULGATED  
PURSUANT THERETO BY THE SECRETARY OF LABOR,  
UNITED STATES DEPARTMENT OF LABOR

(Seven pages)



**SO-CALLED "ANTI-KICKBACK ACT" AND REGULATIONS PROMULGATED  
PURSUANT THERETO BY THE SECRETARY OF LABOR,  
UNITED STATES DEPARTMENT OF LABOR**

**TITLE 18, U.S.C., section 874**

(Replaces section 1 of the Act of June 13, 1934 ((48 Stat. 948, 40 U.S.C.,  
sec. 276b)) pursuant to the Act of June 25, 1948, 62 Stat. 862)

**KICKBACKS FROM PUBLIC WORKS EMPLOYEES**

Whoever, by force, intimidation, or threat of procuring dismissal from employment, or by any other manner whatsoever induces any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined not more than \$5,000 or imprisoned not more than five years, or both.

**SECTION 2 OF THE ACT OF JUNE 13, 1934, AS AMENDED (48 Stat. 948, 62 Stat. 862,  
63 Stat. 108, 72 Stat. 967, 40 U.S.C., sec. 276c)**

The Secretary of Labor shall make reasonable regulations for contractors and subcontractors engaged in the construction, prosecution, completion or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States, including a provision that each contractor and subcontractor shall furnish weekly a statement with respect to the wages paid each employee during the preceding week. Section 1001 of Title 18 (United States Code) shall apply to such statements.

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Pursuant to the aforesaid Anti-Kickback Act, the Secretary of Labor, United States Department of Labor, has promulgated the regulations hereinafter set forth, which regulations are found in Title 29, Subtitle A, Code of Federal Regulations, Part 3. The term, "this part," as used in the regulations hereinafter set forth, refers to Part 3 last above mentioned. Said regulations are as follows:

**CONTRACTORS AND SUBCONTRACTORS ON PUBLIC BUILDING AND PUBLIC WORK  
AND ON BUILDING AND WORK FINANCED IN WHOLE OR IN PART  
BY LOANS OR GRANTS FROM THE UNITED STATES**

**Sec. 3.1    Purpose and scope.**

This part prescribes "anti-kickback" regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with Federally-assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly

submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

### Sec. 3.2 Definitions.

As used in the regulations in this part:

(a) The terms "building" or "work" generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, powerlines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a "building" or "work" within the meaning of the regulations in this part.

(b) The terms "construction," "prosecution," "completion," or "repair" mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.

(c) The terms "public building" or "public work" include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.

(d) The term "building or work financed in whole or in part by loans or grants from the United States" includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directly or indirectly from funds provided by loans or grants by a Federal agency. The term does not include building or work for which Federal assistance is limited solely to land guarantees or insurance.

(e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is "employed" and receiving "wages," regardless of any contractual relationship alleged to exist between him and the real employer.

(f) The term "any affiliated person" includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary, or otherwise, and an officer or agent of such corporation.

(g) The term "Federal agency" means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentalities of the United States and of the District of Columbia, including corporations, all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentalities.

### Sec. 3.3 Weekly statement with respect to payment of wages.

(a) As used in this section, the term "employee" shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.



(b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by these regulations during the preceding weekly payroll period. The statement shall be executed by the contractor or subcontractor or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages, and shall be in the following form:

#### WEEKLY STATEMENT OF COMPLIANCE

Date \_\_\_\_\_

I, \_\_\_\_\_ do hereby state:

(Name of signatory party)

(Title)

(1) That I pay or supervise the payment of the persons employed by \_\_\_\_\_ on  
(Contractor or subcontractor)  
the \_\_\_\_\_; that during the payroll period commencing on the \_\_\_\_\_ day of \_\_\_\_\_,  
(Building or work)

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 \_\_\_\_\_

\_\_\_\_\_ from the full weekly wages earned by any person and that no deductions have  
(Contractor or subcontractor)  
been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948; 63 Stat. 108; 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below;

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

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

(4) That:

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

- ☐ In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- ☐ Each laborer or mechanic listed in the above referenced payroll has been paid as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the Contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION
REMARKS	

NAME AND TITLE	SIGNATURE
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.	

Section 1001 of Title 18 of the United States Code (Criminal Code and Criminal Procedure) shall apply to such statement as provided at 72 Stat. 967 (18 U.S.C. 1001, among other things, provides that whoever knowingly and willfully makes or uses a document or fraudulent statement of entry, in any matter within the jurisdiction of any department or agency of the United States, shall be fined not more than \$10,000 or imprisoned not more than five years, or both).

(c) The requirements of this section shall not apply to any contract of \$2,000 or less.

(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.

Sec. 3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.

(a) Each weekly statement required under Sec. 3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or, if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.



(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each laborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

Sec. 3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor:

- (a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.
- (b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A "bona fide prepayment of wages" is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.
- (c) Any deduction of amounts required by court process to be paid to another, unless, the deduction is in favor of the contractor, subcontractor, or any affiliated person, or when collusion or collaboration exists.
- (d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions or annuities or retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, of unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: *Provided, however,* That the following standards are met: (1) The deduction is not otherwise prohibited by law; (2) it is either: (i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or (ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; (3) no profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and (4) the deductions shall serve the convenience and interest of the employee.
- (e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.
- (f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.
- (g) Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasi-governmental agencies, such as the American Red Cross.
- (h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.
- (i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: *Provided, however,* That a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.

(j) Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and Part 531 of this title. When such a deduction is made the additional records required under Sec. 516.25(a) of this title shall be kept.

Sec. 3.6 Payroll deductions permissible with the approval of the Secretary of Labor.

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under Sec. 3.5. The Secretary may grant permission whenever he finds that:

- (a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise;
- (b) The deduction is not otherwise prohibited by law;
- (c) The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance; or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and
- (d) The deduction serves the convenience and interest of the employee.

Sec. 3.7 Applications for the approval of the Secretary of Labor.

Any application for the making of payroll deductions under Sec. 3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

- (a) The application shall be in writing and shall be addressed to the Secretary of Labor.
- (b) The application shall identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions only on specific, identified contracts, except upon a showing of exceptional circumstances.
- (c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of Sec. 3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.
- (d) The application shall include a description of the proposed deduction, the purpose to be served thereby, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.
- (e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant.

Sec. 3.8 Action by the Secretary of Labor upon applications.

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of Sec. 3.6; and shall notify the applicant in writing of his decision.

Sec. 3.9 Prohibited payroll deductions.

Deductions not elsewhere provided for by this part and which are not found to be permissible under Sec. 3.6 are prohibited.



Sec. 3.10 Methods of payment of wages.

The payment of wages shall be by cash, negotiable instruments payable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

Sec. 3.11 Regulations part of contract.

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see Sec. 5.5(a) of this subtitle.

W. Willard Wirtz,

*Secretary of Labor.*

DIVISION L  
GENERAL CONDITIONS, PART III

(NON-FEDERAL LABOR-STANDARDS PROVISIONS)

301. GENERAL PROVISIONS

The following Non-Federal Labor-Standards Provisions, including the following provisions concerning maximum hours of work, minimum rates of pay, and overtime compensation with respect to the categories and classifications of employees hereinafter mentioned are included in this Contract pursuant to the requirements of applicable State or local laws, but the inclusion of such provisions shall not be construed to relieve the Contractor or any subcontractor from the pertinent requirements of any corresponding Federal Labor-Standards Provisions of this Contract. In case the minimum rates of pay set forth below shall be higher than the minimum rates of pay required by or set forth in the Federal Labor-Standards Provisions of this Contract for corresponding classifications, the minimum rates of pay set forth below shall be deemed, for the purposes of this Contract, to be applicable minimum rates of pay for such classifications. The limitations, if any, in these Non-Federal Labor-Standards Provisions upon the hours per day, per week or per month, which employees engaged on the work covered by this Contract may be required or permitted to work thereon shall not be exceeded.

302. OTHER STIPULATIONS

a. The Contractor shall comply with all the provisions of the laws of the State of Oregon and ordinances of the City of Portland relating to the employment of labor. No laborer, workman or mechanic in the Contractor's employ or in the employ of any subcontractor, if such is employed, or other person doing or contracting to do the whole or a part of the work contemplated hereunder shall be required or permitted to labor more than eight (8) hours in any one day, or forty (40) hours in any one week, except in cases of necessity, emergency or where the public policy absolutely requires it, in which event the person or persons so employed for excessive hours shall receive at least time and a half for all overtime in excess of eight (8) hours a day, and for work performed on Saturdays and on legal holidays, provided, however, that nothing herein contained shall apply to any labor performed in the manufacture of fabrication of any material manufactured or fabricated in any plant or place other than the place where the main contract is to be performed.



DIVISION L  
GENERAL CONDITIONS, PART III

b. If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to Contractor or to a subcontractor by any person in connection with this Contract, as such claim becomes due, the Local Public Agency may pay such claim to the person furnishing labor or services and charge the amount of the payment against the funds due or to become due the Contractor by reason of this Contract, and such payment shall not relieve the Contractor or the Contractor's surety from the obligations of either with respect to any unpaid claims.

c. The Contractor shall make payment promptly as due to all persons supplying to the Contractor labor or material for the prosecution of the work provided for in this Contract, shall pay all contributions or amounts due the State Industrial Accident Fund, the State Unemployment Compensation Trust Fund, and the State Tax Commission in consequence of work under this Contract, and shall not permit any lien or claims to be filed or prosecuted against the Local Public Agency on account of any labor or material furnished.

303. MINIMUM HOURLY RATE OF WAGE

The minimum hourly rate of wage as determined by the Commissioner of the Bureau of Labor shall be not less than the prevailing rate of wage, which may be paid to workmen in each trade or occupation required for such public work employed in the performance of the Contract either by the Contractor or subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the contract.

304. PAYMENT FOR MEDICAL CARE AND ATTENTION TO EMPLOYEES

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

End of Division L

DIVISION M  
SPECIAL CONDITIONS

401. PROJECT SITE

The Project Area of Irving Park, Project No. ORE. -A-5-2, consists of the area bounded in general by N. E. 7th Avenue on the west, N. E. Freemont on the north, a property line located approximately 130 feet west of the center line of N. E. 11th Avenue on the east, and a property line located approximately 135 feet south of the extension of the center line of N. E. Fargo within the City of Portland, Oregon.

402. TIME FOR COMPLETION

The work which the Contractor is required to perform under this Contract shall be fully completed, except for lawn maintenance, within ninety (90) consecutive calendar days after the receipt of the Notice to Proceed.

403. LIQUIDATED DAMAGES

As actual damages for any delay in completion of the work which the Contractor is required to perform under this contract are impossible of determination, the Contractor and his Sureties shall be liable for and shall pay to the Local Public Agency the sum of Two Hundred Dollars (\$200.00) as fixed, agreed and liquidated damages for each calendar day of delay from the above dates stipulated for completion, or as modified in accordance with Section - CHANGES IN WORK UNDER GENERAL CONDITIONS, PART I, until such work is satisfactorily completed and accepted.

404. PARTIAL USE OF SITE IMPROVEMENTS

The Local Public Agency, at its election, may give notice to the Contractor and place in use those sections of the Improvements which have been completed, inspected and can be accepted as complying with the Technical Specifications and if in its opinion each such section is reasonably safe, fit and convenient, for the use and accomodation for which it was intended, provided;



DIVISION M  
SPECIAL CONDITIONS

- a. The use of such sections of the Improvements shall in no way impede the completion of the remainder of the work by the Contractor.
- b. The Contractor shall not be responsible for any damages or maintenance costs due directly to the use of such sections.
- c. The use of such sections shall in no way relieve the Contractor of his liability due to having used defective materials or to poor workmanship.
- d. The period of guarantee stipulated in the Section 132 GENERAL GUARANTY under GENERAL CONDITIONS, PART I, shall not begin to run until the date of the final acceptance of all work which the Contractor is required to construct under this Contract.

405. CONTRACT DOCUMENTS AND DRAWINGS

The Local Public Agency will furnish the Contractor without charge up to 8 copies of the Contract Documents, including Technical Specifications and Drawings. Additional copies requested by the Contractor will be furnished at cost of reproduction.

406. DIVISION, SECTION & PARAGRAPH NUMBERING

Numbering and lettering of Sections and Paragraphs in these specifications are merely for identification and may not be consecutive. Sections included are listed in "Table of Contents". Contractor shall check his copies of Contract Documents.

407. SPECIFICATIONS

Segregation of the specifications into Divisions and Sections conforms roughly to customary practice. They are used for convenience only. The Local Public Agency is not bound to define limits of any subcontract, and will not enter into disputes between Contractor and his employees, INCLUDING SUBCONTRACTORS. No Responsibility, either direct or implied, is assumed by the Local Public Agency for omission or duplications by the Contractor or his subcontractors, due to real or alleged error in arrangement of matter in these Contract Documents.

408. NUMBER OF SPECIFIED ITEMS REQUIRED

Wherever in specifications an article, device, or piece of equipment is referred to in singular number, such reference shall include as many such items as are shown on Drawings or required to complete installation.

DIVISION M  
SPECIAL CONDITIONS

409. ABBREVIATIONS

AASHO	American Association of State Highway Officials, 917 National Press Bldg., Washington D. C. 20004
ACI	American Concrete Institute, P. O. Box 4754, Redford Station, Detroit, Michigan 48219
APA	American Plywood Association, 119 "A" Street, Tacoma, Washington 98401
ASTM	American Society for Testing Materials, 1916 Race St., New York, New York 10016
AISC	American Institute of Steel Construction, Inc., 101 Park Avenue, New York, New York
AWPA	American Wood-Preservers' Association, 1012 Fourteenth St., N. W., Washington, D. C. 20005
CS	Commercial Standards of U. S. Department of Commerce, Washington D. C. 20025
DFPA	Douglas Fir Plywood Association, P. O. Box 1337 Tacoma, Washington 98401
PS	Product Standards of U. S. Department of Commerce, Washington, D. C. 20025
UBC	Uniform Bldg. Code of International Conference of Bldg. Officials, 50 S. Los Robles, Pasadena, Calif. 91101
UL	Underwriter's Laboratories, 207 East Olive St., Chicago, Illinois 60611
WCLIB	West Coast Lumber Inspection Bureau, 1950 S. W. Skyline Blvd., Portland, Oregon
WWPA	Western Wood Products Association, 1500 Yeon Bldg., Portland, Oregon 97204
ASA	American Standards Association, 10 East 40th Street, New York, New York 10016



DIVISION M  
SPECIAL CONDITIONS

410. STANDARD SPECIFICATIONS

References in the Technical Specifications to standard specifications issued by above-named organizations or other organizations shall mean edition current on date of Invitation to Bid, unless otherwise noted. Wherever referenced standard specifications contain provisions which conflict with the Contract Documents, the Contract Documents shall govern.

411. NOT USED

412. LINES & LEVELS

- a. Property lines, existing bench mark, existing and proposed grades, trees, improvements are indicated on drawings.
- b. Contractor shall employ a registered civil engineer or registered surveyor or an experienced and competent person approved by the Engineer to establish construction control lines and grades: be responsible for accuracy.
- c. Provide all construction lines and grade staking necessary for proper performance of the required work. Additional staking shall be provided when requests shall be within normal practice of engineering procedure of type of work being performed.

413. STORAGE OF MATERIALS

Adequately protect all materials to be used on project from damage and where applicable, intrusion of moisture.

414. ACCESS TO ABUTTING STORAGE FACILITIES

Contractor shall exert maximal reasonable efforts to maintain services and accesses to the park storage building adjacent to the Tot Play Area during such hours that said facilities are in use.

DIVISION M  
SPECIAL CONDITIONS

415. PROJECT RECORD DOCUMENTS

1. Documents:

Maintain at job-site one copy of all Drawings; Specifications; Addenda; approved Shop Drawings; Change Orders; Field Orders; other Contract Modifications; and other approved documents submitted by Contractor in compliance with various sections of the specifications.

2. Identification & Maintenance:

Each of these Project Record Documents shall be clearly marked, "Project-Record Copy"; maintained in good condition; available at all times for inspection by Engineer; and not used for construction purposes.

3. Records:

a. Mark up the most appropriate Document to show:

1. Significant changes made during construction process;
2. Significant detail not shown in the original Contract Documents.

b. Information given shall include, but shall not be limited to:

1. Location of underground utilities and appurtenances referenced to permanent surface improvements.
2. Indicate exact location and depth of underground electrical, mechanical and irrigation system.

c. Keep Project-Record Documents current. Do not permanently conceal any work until required information has been recorded.



DIVISION M  
SPECIAL CONDITIONS

4. Submittal:

Upon completion of the Project and prior to final acceptance submit to the Engineer an original set of Project Record Drawings, drawn on an approved, good quality tracing paper. Also submit the marked up set of Documents.

416. OWNER'S MAINTENANCE BROCHURE

Provide at project completion four hardbound loose leaf binders each of which shall include the following:

1. Copies of all required bond, guarantees, certificates, etc.
2. Operating and maintenance instruction for all Mechanical Equipment when requested by Engineer.
3. Names and addresses and phone numbers of all manufacturers and suppliers of said equipment.

417. REPAIR OF EXISTING MATERIAL

Patch and match existing materials as required by work of this contract, as directed. No surfaces shall be unfinished at project completion.

418. DEFECTIVE AND DAMAGED WORK

General Contractor responsible, from whatever cause, refinish at Contractor's expense. Repair work damaged during construction.

419. CUTTING AND PATCHING

All cuts made in completed work shall be patched to the satisfaction of the Engineer. Patching shall match the finish, color, and physical characteristics of the cut material.

Cutting of concrete paving at construction joints and score joints only. Saw cut pavement at score joints.

## 420. VEHICULAR TRAFFIC CONTROL

All vehicular control shall be as directed by the City of Portland Bureau of Traffic.

## 421. CERTIFICATES OF COMPLIANCE

Submit product certifications using following form.

# MANUFACTURER'S AFFIDAVIT

(Person's Name) being first duly sworn, deposes and says:

He further states that the above-mentioned product does in fact meet or exceed all requirements of (Division#, Section#, Paragraph #) of the Technical Specifications for IRVING PARK Improvement Phase I, Portland, Oregon.



DIVISION M  
SPECIAL CONDITIONS

421. CERTIFICATES OF COMPLIANCE (CONT'D)

Seal:

Signature of:

(Officer's signature) \_\_\_\_\_

Title \_\_\_\_\_ (Office held) \_\_\_\_\_

For \_\_\_\_\_ (Firm name) \_\_\_\_\_

Of \_\_\_\_\_ (Firm's Address) \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

My commission expires \_\_\_\_\_, 19\_\_\_\_.

422. EXISTING UNDERGROUND UTILITIES

Active underground utilities in the work areas are shown on the drawings from information obtained from the public utility involved. The actual location may vary from that shown. Public Utility companies and city agencies shall be contacted by the Contractor for location of their underground facilities. The Contractor is warned to hand dig when excavation is adjacent to utilities shown.

In the event excavation by the Contractor discloses lines or pipes, or like conditions, not shown on the Drawings, the necessity of the preservation of which must be determined by the Local Public Agency, the Local Public Agency will proceed to promptly make the determination on whether such condition shall be preserved. Pending such determination, the Contractor shall be bound to commence on the performance of some other portion of his contract. No extra payment to Contractor will be authorized because of delay.

In such cases where latent subsurface conditions not indicated on the drawings or incapable of being reasonably anticipated, are encountered reimbursement to the Contractor by change order will be made in accordance with Division I, General Conditions, Part I.

423. PERMITS

The Portland Development Commission will pay for all City of Portland permits necessary for construction of the improvements required in this Contract. Refer to General Conditions, Part I, Section 119 PERMITS AND CODES.

DIVISION M  
SPECIAL CONDITIONS

424. CHARACTER OF WORKMEN AND EQUIPMENT

The Contractor shall employ such superintendents, foremen and workmen as are careful and competent, and the Local Public Agency may demand the dismissal of any person or persons employed by the Contractor in, about or upon the work who shall misconduct himself or be incompetent or negligent in the proper performance of his or their duties, or neglects or refuses to comply with the directions given, and such person or persons shall not be employed again thereon without the written consent of the Local Public Agency. Should the Contractor continue to employ, or again employ such person or persons, the Local Public Agency may withhold all estimates, which are or may become due, or the Local Public Agency may suspend the work until such orders are complied with. All workmen must have sufficient skill and experience to properly perform the work assigned them. All workmen engaged on special work or skilled work, such as concrete pavements or structures, electrical installation, turfing and planting, sprinkler work, or in any trade, shall have sufficient experience in such work to properly and satisfactorily perform it and operate the equipment involved, and shall make due and proper effort to execute the work in the manner prescribed in these specifications. Otherwise the Local Public Agency may take action as above prescribed.

The Contractor shall furnish such equipment as is considered necessary for the prosecution of the work in an acceptable manner and at a satisfactory rate of progress. All equipment, tools, and machinery used for handling materials and executing any part of the work shall be subject to the approval of the Local Public Agency and shall be maintained in a satisfactory working condition. Equipment used on any portion of the work shall be such that no injury to the work, street, adjacent property or other objects will result from its use.

425. COOPERATION OF CONTRACTOR

The Contractor shall give to the work the constant attention necessary to facilitate the progress thereof and he shall cooperate with the Local Public Agency and its inspectors and with other contractors in every way possible. The Contractor shall have a competent English speaking superintendent on the work at all times who is fully authorized as his agent on the work; such superintendent shall be capable of reading and thoroughly understanding the Drawings and specifications and shall receive and fulfill instructions from the Local Public Agency or its authorized representative.



DIVISION M  
SPECIAL CONDITIONS

426. MEASUREMENTS

Before ordering any material or doing any work, the Contractor shall verify all measurements, both horizontal and vertical, at the job site and shall be responsible for the correctness of same. No extra charge or compensation will be allowed on account of difference between actual dimensions and the measurements indicated on the drawings; any difference which may be found shall be submitted to the Engineer for consideration before proceeding with the work.

427. VANDALISM, THEFT

Until acceptance of the work the Contractor shall assume and be responsible for all loss or damage to the work resulting from theft or vandalism, including theft of or damage to materials furnished or installed during performance of the contract, without additional cost to the Local Public Agency.

End of Division M

DIVISION N  
SCHEDULE OF DRAWINGS

501. DRAWING SCHEDULE

SHEET NUMBER	SHEET TITLE	SHEET QUANTITY
None	Cover & Index	1
1	Existing Conditions & Demolition	1
2	Dimension & Reference	1
3	Grading, Drainage, & Mechanical	1
1D thru 13D	Construction Details (Bound herein with these Contract Documents)	13

End of Division H



SECTION 1B  
BASE BID & ALTERNATES

The General Conditions, Parts I, II, and III, Special Conditions and Division 1, General Requirements, are part of the requirements of this Section as fully as if repeated herein.

1B-1 GENERAL

Each bidder shall state in his bid, in spaces provided therefor in the Bid Form:

- a. His proposal for performing work of Base Bid as defined in paragraph 1B-2 below.
- b. Alternate proposals, stating sums to be added or deducted to the Base Bid for adding, deleting or changing construction listed in paragraph 1B-3 below.

1B-2 BASE BID

Include all work indicated on Drawings and specified, excepting only work noted N.I.C. (Not in Contract) on the Drawings and work included in the following additive Alternate Bids, paragraph 1B-3.

1B-3 ALTERNATE BIDS

Alternate No. 1 (Change to asphaltic concrete paving at Basketball Courts)

Delete concrete paving including base rock, Details 1/9D & 2/9D, and replace with asphaltic concrete paving including base rock and wood header boards, Detail 1/12D, at the Basketball Courts. Basketball goals and basketball court line markings remain unchanged.

Delete crushed rock walks, Detail 1/10D, and replace with asphaltic concrete walk, Detail 2/12D, located adjacent to basketball courts.

Alternate No. 2 (Add Synthetic Surfacing at Basketball Courts)

Add Synthetic Surfacing and Acrylic Paint court line markings specified in Section 2M over asphaltic concrete paving at Basketball Courts, Detail 1/12D. Delete painted court line markings specified in Section 9K.

The Local Public Agency will consider acceptance of this Alternate only if Alternate No. 1 is accepted.

SECTION 1B  
BASE BID & ALTERNATES

1B-4 ADJUSTMENTS

Bid prices for alternate bids shall include adjustments in work of all trades as may be necessary because of such addition, deletion, or substitution.

1B-5 BALANCED BIDDING

All alternate bids shall be "balanced" and shall represent true value of work to be performed.

End of Section 1B



SECTION 1C  
TEMPORARY FACILITIES

The General Conditions, Parts I, II, and III, Special Conditions and Division 1, General Requirements are part of the requirements of this Section as fully as if repeated herein.

A. SIGNS

1. Project Sign:

None required.

2. Subject to prior approval of the Engineer as to size, design, type, and location and to local regulations, the Contractor and his subcontractors may erect temporary signs for purposes of identification and controlling traffic. The Contractor shall furnish, erect and maintain such other signs as may be required by Safety Regulations or as necessary to safeguard life and property. Place no other signs or advertisements on premises.

B. TELEPHONE

Provide non-coin box telephone. Install when work is started, maintain until full completion, pay all charges. Allow all those connected with work to use, provided they pay for toll calls. Telephone may be located in existing structure adjacent to Tot Play Area or in field office.

SECTION 1C  
TEMPORARY FACILITIES

C. DRINKING WATER

Refer to Section 122, General Conditions, Part I.

D. TOILETS

Refer to Section 122, General Conditions, Part I.

E. UTILITIES

1. General:

Furnish by methods approved by Engineer, temporary power, lights, and water all as required to maintain safety, security and to execute work.

2. Electricity:

Provide temporary power as may be required. Make arrangements with serving utility.

General Contractor and each subcontractor shall provide his own extension cords, lights, etc., as required to maintain sufficient light for good visibility and adequate power for his own work.

3. Water:

General Contractor shall provide temporary water system as required for all trades on project.

General Contractor and each subcontractor shall provide his own extension hoses as required for his own work.

F. BARRICADES, SAFETY GUARDS AND WARNING DEVICES

The City of Portland will not provide barricades, safety guards, and warning devices for purposes of controlling traffic and pedestrians, consequently the General Contractor shall provide them at required locations and as required for protection of persons and property in accordance with the General Conditions.

G. SHEETING, SHORING AND BRACING

Sheet, brace and shore sides of excavations as necessary to prevent cave-ins.

Repair slides and cave-ins should they occur.

Persons shall not be permitted to enter excavations unless adequate sheeting, shoring and bracing is in place.

Remove sheeting, shoring, and bracing before or during backfilling operations.



SECTION 1C  
TEMPORARY FACILITIES

H. FIELD OFFICES AND SHEDS

The Contractor and his subcontractors may maintain such office and storage facilities on the project site as are necessary for the proper conduct of the Work. These shall be located so as to cause no interference to any work performed on the site. The Engineer shall be consulted with regard to locations.

I. PRESERVATION & PROTECTION OF EXISTING TREES, SHRUBS & LAWN

Every effort shall be made to protect all plantings on and adjacent to the Project site with the exception of those noted specifically to be removed. Temporary barricades shall be erected around all shrubbery, lawns and other planting, and to the dripline of all trees prior to commencement of demolition and shall not be removed until all portions of the site work potentially injurious to plantings are completed. Trees shall be protected from stockpiling, vehicle driving and parking under the spread of the tree; and all plantings shall be protected from the dumping of refuse or chemically injurious materials or liquids and the continual puddling or running of water. Damage resulting from the Contractor's failure to observe the above precautions shall result in compensation to the injured parties involved in an amount to be determined by the Local Public Agency.

J. REMOVAL OF TEMPORARY FACILITIES

Upon completion of the Improvements, or as directed by the Engineer, the Contractor shall remove all such temporary structures and facilities from the project site, same shall become his property, and leave the site of the Work in the conditions required by the Contract.

End of Section IC

SECTION 1D  
INSPECTION & TESTS

The General Conditions, Parts I, II and III, special Conditions and Division 1, General Requirements are part of the requirements of this section as fully as if repeated herein.

1D-1 GENERAL

A. GENERAL CONDITIONS

Refer to Section 118, General Conditions, Part I.

B. GENERAL INSPECTIONS

Inspection and tests specified herein are in addition to any performed by Building Official as required by Building Code.

C. SPECIAL INSPECTOR

Independent Testing Laboratory as selected by Local Public Agency.

D. DUTIES OF SPECIAL INSPECTOR

Provide inspection of work listed below; make tests required by these specifications, and in accordance with Building Code.

Submit written reports of inspection to the Local Public Agency, Engineer, Landscape Architect, Building Officials and Contractor.

E. NOTICES

Contractor shall notify Special Inspector, Engineer, and Landscape Architect at least 24 hours before work requiring special inspection is started.

F. COSTS

Except as amended hereunder fees for normal inspection and tests will be paid by the Local Public Agency. If subsequent tests are required by the Engineer because of unacceptable results on initial reports all additional testing costs shall be paid by Contractor.

G. LIABILITY

Laboratory service is provided by Local Public Agency as assurance to itself, and in no way relieves Contractor of his own responsibility for quality material and workmanship required to meet specifications.



SECTION 1D  
INSPECTION & TESTS

1D-2 DETAILED REQUIREMENTS

A. CAST IN PLACE CONCRETE

1. Concrete slump tested as follows:  
In accordance with ASTM C 143-66

Tests prepared from same batch as that employed in preparing strength test specimens.

If measured slump falls outside specified limits retest immediately from another portion of same load. In the event of second failure concrete shall be considered so failing.

2. Strength test cylinders prepared as follows:  
In accordance with ASTM C 31-66

Prepare at least four test cylinders for each strength of concrete.

Break two cylinders at 7 days of age, and remainder at 28 days.

If any one set of two cylinders does not develop full design strength at 28 days of age, cores may be called for.

End of Section 1D

SECTION 2C  
DEMOLITION

The General Conditions, Parts I, II and III, Special Conditions and Division 1, General Requirements are part of the requirements of this Section as fully as if repeated herein.

2C-1 GENERAL

A. WORK INCLUDED

All demolition indicated and required for completion of Irving Park, Improvement Phase I-A Work.

B. RELATED WORK SPECIFIED ELSEWHERE

Barriers, safety guards and warning devices: Section 1C.

C. BURNING

Shall not be permitted.

D. EXISTING PROJECT CONDITIONS

Determine extent of work requirements and limitations before proceeding with work.

E. PROTECTION

Protect existing improvements to remain and surrounding areas to preclude damage during execution. Meet requirements of Section 1C.

Exercise all necessary safety precautions.

Sprinkle dust as necessary to accomplish prompt settlement of dust.

F. ALTERNATES

Refer to Section 1B for possible effect on work of this Section.

2C-2 PRODUCTS

A. MATERIAL SALVAGE

Contractor shall claim all salvage rights, and remove all materials from project site, except all servicable equipment and materials as determined by the Engineer and those items indicated on the Drawings or specified for pick up by the City of Portland Park Bureau shall remain the property of said Park Bureau.



SECTION 2C  
DEMOLITION

2C-3 EXECUTION

A. PLAY EQUIPMENT

Dismantle and completely remove, including concrete footings. Remove concrete from metal to extent practical. Contractor shall repair and/or replace at his expense any equipment damaged during removing and storing operations. Store equipment on project site for pickup by City of Portland Park Bureau.

B. ASPHALTIC CONCRETE PAVING

Remove where indicated and as required to complete improvements under this Contract. Saw cut AC paving when adjacent to paving to remain, as Approved.

C. CONCRETE PAVING AND STRUCTURES

Remove where indicated and as required to complete improvements under this Contract. Saw cut concrete paving where adjacent to paving to remain, as Approved.

D. OTHER EXISTING IMPROVEMENTS AND ITEMS

Remove as indicated on Drawings or required to complete improvements under this Contract.

E. STORAGE ON SITE

Store material to be picked up by City of Portland Park Bureau and material to be reinstalled in a secure location.

F. CLEANUP

Allow no debris or materials to accumulate in buildings, or project site.

Haul debris and demolition materials except as indicated away from project site, as soon as removed.

Disposal shall be at Contractor's expense.

End of Section 2C.

SECTION 2D  
EARTHWORK

The General Conditions, Parts I, II and III, Special Conditions and Division 1, General Requirements are part of the requirements of this Section as fully as if repeated herein.

2D-1 GENERAL

A. RELATED WORK SPECIFIED ELSEWHERE

Layout and grade staking: Division M, Special Conditions.

Bracing, shoring and sheeting: Section 1C.

Site Drainage excavation and backfill: Section 2F.

Crushed rock fill for asphaltic concrete paving at basketball courts and adjacent A.C. walks; Section 2L.

Mechanical excavation and backfill;  
Division 15

B. MONUMENTS

Carefully maintain bench marks, monuments and other reference points.

If disturbed or destroyed, replace as directed.

C. UTILITIES

Protect active utilities encountered; notify persons owning same.

D. QUANTITY SURVEY

Contractor responsible for calculations of quantities of cut and fill from existing site grades and stockpiles to proposed finish grades shown on Drawings and specified. Local Public Agency and Landscape Architect shall not be held responsible for discrepancies.

E. LINES & GRADES

Work shall be in accordance with the lines, slopes and grades indicated on the Drawings or as approved by the Engineer.

F. WORKMANSHIP

Perform work in accordance with recognized standard and efficient methods. Operators of equipment shall be conscientious and skilled.



SECTION 2D  
EARTHWORK

2D-1 GENERAL CONT'D.

G. TOLERANCES

Grading tolerances shall be plus or minus one tenth (1/10) foot.

H. DUST CONTROL

Protect persons and property from damage and discomfort caused by dust; water as necessary and when directed to quell dust.

I. SOIL BEARING TESTS

Should doubt exist as to bearing capacity of soil, Engineer may order tests at Local Public Agency's expense.

J. EXISTING CONDITIONS

Contractor shall accept Project site in its existing condition subject to work required to be performed by others, as of the Contract date, and shall make no extra claim because of any condition that may not have been shown on the Drawings.

K. PROTECTION

Protect surrounding areas, surfaces, work, trees and shrubs to preclude damage, excessive compaction of adjacent soil and intrusion of materials into adjacent soil during execution.

Protect base aggregate from intrusion of foreign materials.

L. ALTERNATES

Refer to Section 1B for possible effect on work of this Section.

2D-2 PRODUCTS

A. IMPORTED TOPSOIL

None required.

B. CRUSHED ROCK FILL MATERIAL

Meet requirements of State of Oregon Standard Specifications for Highway Construction, 1970 edition, subsection 703.07 Aggregate for Aggregate Base.

SECTION 2D  
EARTHWORK

2D-2 PRODUCTS CONT'D.

C. EXISTING TOPSOIL--DEFINITION

The top 6 to 9 inches of soil stripped from Project site in areas requiring excavation.

Engineer's decision shall be final as to determination of what existing earth material is of topsoil quality.

D. ROCK & HARDPAN--DEFINITION

(1) Definition of rock:

Any material which in the Engineer's opinion will require use of air operated hammers, wedging, drilling and blasting.

(2) Definition of hardpan:

Any material, not classed as rock, which cannot be removed with pick and shovel or ripping by power equipment as specified in paragraph 2D-3,B. Excavating and Grading.

2D-3 EXECUTION

A. TOPSOIL STRIPPING

Strip topsoil to a minimum depth of six (6) inches below existing ground level prior to any required filling except fill areas scheduled to receive topsoil fill.

Strip areas requiring excavation exceeding six inches to a minimum depth of six (6) inches below existing ground level.

Stockpile topsoil for redistribution as specified under this Section at locations as Approved. If redistribution is possible immediately after stripping operation, stockpiling is not required.

Keep topsoil free of sticks, clods, large rocks, and subsoils.

B. EXCAVATING & GRADING

Excavate as required for work shown on Drawings or specified.

Allow ample space for form work and installation of Improvements.



SECTION 2D  
EARTHWORK

2D-3 EXECUTION CONT'D.

B. EXCAVATING & GRADING CONT'D.

Excavate and grade site areas to uniform levels and slopes between grades shown on the Drawings.

Remove materials of every nature and description encountered in obtaining indicated lines and grades which in the Engineer's opinion, can be loosened and removed by hand tools, power shovels, tractors, half-yard self-propelled backhoe with or without ripper teeth, and one yard power shovel with or without ripper teeth. Assume that all excavations to indicated lines, grades can be done by such methods.

C. DEPTH OF FOOTING EXCAVATION

Excavate to solid bearing at elevations no higher than those shown on Drawings.

Drawings show contract excavation depths.

Adjustments for additional excavation requested by Engineer shall be made by Change Order.

D. EXCAVATION VARIATIONS

1. Additional Excavation:

Should soilbearing capacity prove inadequate at subgrade levels as indicated, additional excavation may be required by Engineer.

Contract shall be adjusted by Change Order.

2. Unauthorized Excess Excavation:

Where excess or unauthorized excavation through error takes place beyond indicated lines, grades; fill at no extra cost to Local Public Agency to indicated subgrade as follows:

Fill under footings and slabs with Approved compacted crushed rock; or concrete if Approved.

SECTION 2D  
EARTHWORK

2D-3 EXECUTION CONT'D.

E. ROCK & HARDPAN

Should rock or hardpan be encountered, Local Public Agency will pay extra in accordance with the General Conditions for removal and take credit for earth excavation omitted. Contract will be adjusted by Change Order, as approved by Engineer.

F. WATER & FROST

Keep earth under footings, slabs and paving reasonably dry and free from frost.

Should bearing surfaces be softened by water or frost, re-excavate to solid bearing and fill with compacted gravel at Contractor's expense.

G. COMPACTION OF SUBGRADE

After completion of stripping and excavation operations at locations of concrete slabs, walks, stairs, asphaltic concrete paving, and crushed rock walks, scarify and compact the surface six inches (6") of subgrade to 95% of Relative Maximum Density as determined by AASHO T99, prior to placement of crushed rock fill.

H. FILLING

1. General:

Use approved materials only for fills.

Obtain Engineer's approval before filling against concrete walls.

Make fills as soon as feasible to insure maximum settlement.

2. Compaction of Fills:

Compact to 95% of Relative Maximum Density as determined by AASHO T99 under concrete slabs, walks, stairs, and crushed rock walks and surfacing area; 80% in accordance with said Standard, or as Approved, elsewhere.



SECTION 2D  
EARTHWORK

2D-3 EXECUTION CONT'D.

H. FILLING CONT'D.

2. Compaction of Fills Cont'd:  
Place fill materials only at optimum moisture content required to obtain required compaction densities.  
  
Place topsoil loose, compact lightly.
3. Granular Fill Under Concrete Slabs, Walks & Stairs  
Provide 4-inch (minimum) top layer of clean crushed rock, -3/4"+0" size, over compacted subgrade.
4. Earth Fills:  
Grade all site areas to uniform levels and slopes between indicated grades as shown on the drawings.  
  
Place excavated earth fill material in lifts not exceeding 8 inches in depth.  
  
Slope ground away from building walls to facilitate drainage.  
  
Round surfaces at abrupt changes in levels.  
  
Should figures conflict with contours on Drawings consult Engineer.  
  
Allow for topsoil, as specified.  
  
Allow for new materials installed directly above.  
  
Establish rough finish grades in accordance with the lines, slopes, and grades indicated on the Drawings.
5. Topsoil Fill:  
Use existing topsoil fill material as the final 4 to 6 inch layer of fill, except where other improvements are indicated.  
  
Scarify subgrade to a minimum depth of 4 inches immediately prior to placement of topsoil fill.

SECTION 2D  
EARTHWORK

2D-3 EXECUTION CONT'D.

H. FILLING CONT'D.

5. Topsoil Fill Cont'd:

Compact lightly as necessary to prevent future settlement.

Establish rough finish grades in accordance with the lines, slopes and grades indicated on the Drawings.

6. Crushed Rock Walks and Surfacing:

Provide four inch layer of crushed rock, -1/4"+0" size, over compacted subgrade.

7. Additional Granular Fill:

Additional compacted crushed rock fill under concrete work and asphaltic concrete pavement as may be required by Engineer.

Additional payment for in place compacted crushed rock fill shall be by Change Order.

I. FIELD QUALITY CONTROL

The Local Public Agency will obtain density samples and testing by separate contract as may be directed by the Engineer.

End of Section 2D



SECTION 2F  
SITE DRAINAGE

The General Conditions, Parts I, II and III, Special Conditions and Division 1, General Requirements are part of the requirements of this Section as fully as if repeated herein.

2F-1 GENERAL

A. WORK INCLUDED

Catch basins/dry wells, sub-drainage systems.

B. RELATED WORK SPECIFIED ELSEWHERE

Storm sewer system, including area drains, Division 15.

C. PROTECTION

Protect existing improvements, surrounding areas and surfaces to preclude damage and unnecessary disturbance during execution.

D. ALTERNATES

Refer to Section 1B for possible effect on work of this Section.

2F-2 PRODUCTS

A. MATERIALS

1. Drainage Gravel:

-3/4+1/2 inch, clean washed gravel.

2. Drain Pipe:

Meet requirements of CS 116-54; perforated for sub-surface drainage; circular perforations 5/16 inch diameter 90 degrees apart and 3-inches o.c., two rows for 4-inch size and under, four rows for 6-inch size and larger. Or concrete drain tile meeting requirements of ASTM C-412 for open joint and ASTM C-14 for tight joint, Standard Grade.

3. Tile Cover:

15 lb. asphalt saturated felt, 10-inch width for 4-inch tile.

SECTION 2F  
SITE DRAINAGE

2F-2 PRODUCTS CONT'D

A. MATERIALS CONT'D.

4. Catch Basin Cover with Metal Grate:  
As manufactured by Brooks Concrete Products Co., Portland, Oregon; or Approved.
5. Transite Pipe:  
Meet requirements of ASTM C296, Class 150.
6. Soil Barrier:  
"Poly-Filter GB," Carthage Mills, Inc., Cincinnati, Ohio;  
"Weed-Chex Nursery and Landscape Mat" (fiberglass),  
Brighton By-Products Co., Inc., New Brighton, Pa.;  
"Regular Polypropylene Shade Fabric" Fabric No. 5184309  
Black, Chicopee Manuf. Co., Cornelia, Georgia and supplied  
by Rose City Awning Co., Portland, Ore.; or Approved.
7. Other Materials:  
As indicated on Drawings or required.

2F-3 EXECUTION

A. CATCH BASIN/DRYWELL INSTALLATION

Construct as indicated on Drawings.

B. SUB-DRAINAGE SYSTEMS

Excavate for and install drain pipe as indicated and required.

Lay drain pipe straight on a compacted gravel bed with an even fall, 1/2% minimum slope.

Lay concrete tile with 1/4-inch open joints.

Place tile cover over top half of concrete tile open joints.

Fill with drainage gravel, to subgrade required to allow for thickness of topsoil or other improvement as indicated on drawings.

Place soil barrier over drainage gravel lap joints 8 inches.

Connect drain pipe to existing drainage systems or catch basins as indicated on Drawings.

End of Section 2F



SECTION 2H  
LAWNS

The General Conditions, Parts I, II, and III, Special Conditions and Division 1, General Requirements are part of the requirements of this Section as fully as if repeated herein.

2H-1 GENERAL

A. WORK INCLUDED

Replacement of existing lawns eliminated by grading operations and repair of existing lawn damage during construction of improvements; includes soil preparation, weed eradication, finish grading, seeded lawns, temporary fence, maintenance of lawns.

B. RELATED WORK SPECIFIED ELSEWHERE

Topsoil placement and rough finish grading; Section 2D.

C. USE OF HERBICIDES

Applications of herbicides for weed control as may be required shall be made only by approved applicator licensed under Oregon Herbicide Law.

D. PLANTING TIME

Prepare soil and seed lawns, only during periods which are normal for such work as determined by the season, weather conditions and accepted practice.

E. GRADE CONDITIONS

Do not begin work in any lawn area until Engineer has inspected rough finish grades established and gives written approval to proceed.

F. GUARANTEE

In accordance with the General Conditions.

G. ALTERNATES

Refer to Section 1B for effect of work on this Section.

SECTION 2H  
LAWNS

2H-2 PRODUCTS

A. FERTILIZERS

1. General:

Approved brands conforming to applicable state fertilizer laws.

Dry forms uniform in composition dry and free flowing.

Deliver to the site in original unopened containers, each bearing manufacturer's guaranteed analysis.

2. Commercial Mix: Type 'A': 16-16-8-5.

3. Ammonium Phosphate: 16-20-0.

4. Lime: Dolomite lime.

B. MULCH MATERIALS

1. General: Free from noxious weed seed and all foreign material harmful to plant life.

2. Sawdust: Fir and/or Hemlock sawdust, aged, fine grind with no particles over 1/2-inch size.

C. WATER

Suitable for irrigation free from ingredients harmful to plant life. Refer to Section 1C.

D. GRASS SEED

1. General: Oregon Certified Blue Tag grass seed conforming to applicable state laws. No noxious weed seeds. Submit guaranteed analysis.



SECTION 2H  
LAWNS

2H-2 PRODUCTS CONT'D.

D. GRASS SEED CONT'D.

(2) Seed Mixture:

Common Name	Weight Proportion	Minimum Purity	Minimum Germination
Pennlawn Creeping Red Fescue	15%	98%	90%
Manhattan Perennial Ryegrass	70%	97%	90%
Merion Kentucky Bluegrass	15%	92%	75%

2H-3 EXECUTION

A. GENERAL

Remove stones, sticks, mortar, concrete, rubbish, debris and any materials harmful to plant life.

B. WEED ERADICATION & CONTROL

Remove and/or spray as required to eradicate noxious weed growth and roots (Johnson grass, Crabgrass, Morning Glory, Rushgrass, Canadian Thistle, etc.), from lawn areas.

Achieve complete removal or kill.

Kill achieved by working soil is permissible.

C. SEEDED LAWNS

- (1) Soil Preparation and Mixture: Thoroughly mix and pulverize the following proportions of materials to a minimum depth of 6-inches while in a moist condition; lightly compacted measurements.

4 to 6-inches of existing topsoil  
2-inches of textural soil amendment  
30 lbs. of commercial mix type 'A' fertilizer  
per 1000 sq. ft.  
50 lbs. of lime per 1,000 sq. ft.

(2) Seeded Bed Preparation:

Immediately prior to sowing seed bring to an even, smooth finish grade. Roll lightly and evenly compact, remove hard, soft, high and low areas. Establish a friable fine textured seed bed.

Finish grades shall be 1/2-inch to 3/4-inches below adjacent walks, header boards and paving.

SECTION 2H  
LAWNS

2H-3 EXECUTION CONT'D.

C. SEEDED LAWNS CONT'D.

3. Sowing Seed and Mulching:

Sow grass seed mixture evenly with a mechanical spreader at 5 pounds seed to 1,000 sq. ft. of area.

Rake lightly with a wire rake, making shallow furrows. Cover with 1/8" sawdust mulch. Roll with a 200 pound roller.

Method of seeding operation may be varied at option of contractor when approved by Engineer. Contractor is responsible for establishing a thick uniform stand of grass.

4. Fertilizing: Apply ammonium phosphate with a mechanical spreader at application rate of 5 pounds per 1,000 sq. ft..

5. Initial Watering: Water with a fine spray ample to wet the soil, several inches in depth, immediately after seeding and fertilizing.

D. WATERING EQUIPMENT

Hose and other watering equipment required for performance of work furnished by Contractor.

E. CLEAN-UP

Keep premises reasonably free from accumulation of debris.

At completion of each division of work, remove all debris, equipment and surplus materials.

Leave project site in a neat and orderly condition.

F. TEMPORARY FENCE

Provide a temporary fence at the limits of lawn areas.

Unpainted broom handles posts four feet long, and untreated binder twine as approved.

Place posts ten feet apart, maximum. String 3 strands of twine between posts.



SECTION 2H  
LAWNS

2H-3 EXECUTION CONT'D.

F. TEMPORARY FENCE CONT'D.

Provide 8½x11 cardboard signs attached to posts at 100 foot intervals, maximum, entitled "Thank you for not walking on Grass".

Remove at end of lawn maintenance period.

G. PROTECTION

Protect all improvements from damage and staining.

Provide protective cover and barriers as required to prevent damage and staining.

H. MAINTENANCE

Begin maintenance immediately after each section of lawn is seeded. Continue maintenance as follows:

1. Seeded Lawns:

Protect and maintain by watering, mowing, reseeding and weeding through the second mowing, or 45 calendar days whichever is longer, establishing a thick, weed free, uniform stand of grass.

Mow grass at 1½-inch height when it attains a height of 2½-inches. Remove grass clippings and dispose of at locations as approved.

2. General:

Notify Engineer in writing seven (7) calendar days prior to end of maintenance period for each area.

Provide maintenance beyond the required maintenance period necessary to achieve specified requirements as determined and directed by Engineer.

I. VEGETATION CONTROL

During lawn maintenance period apply an approved herbicide (liquid form) to all vegetation adjacent to the concrete wall surrounding the Tot Play Area. Width of area to receive herbicide application is 4 inches. Time of application as directed.

End of Section 2H

SECTION 2K  
TOT PLAY AREA PLAY STRUCTURES & SURFACING

The General Conditions, Parts I, II, and III, Special Conditions and Division 1, General Requirements are part of the requirements of this Section as fully as if repeated herein.

2K-1 GENERAL

A. WORK INCLUDED

All playground play structures at Tot Play Area indicated on the Drawings except as otherwise indicated.

B. RELATED WORK SPECIFIED ELSEWHERE

Earthwork; Section 2D.

Basketball goals, wood header boards and wood bollards;  
Section 2N.

Concrete paving, walls, and pool; Division 3.

Drain pipe and catch basins; Section 2F.

Painting and staining; Section 9K.

C. WORK INCLUDED but SPECIFIED UNDER OTHER SECTIONS

Concrete footings for play structures; Section 3D  
Wood treatment; Section 6H.

D. WORK INSTALLED but FURNISHED UNDER OTHER SECTIONS

Sheet metal slide beds; Section 7H

E. SHOP DRAWINGS

Submit in accordance with General Conditions, Part I.

Show complete fabrication details and installation methods.

F. ERECTION DRAWINGS

Furnish Engineer with a three (3) complete set of erection drawings prior to construction of the slides showing installation layout procedures and methods.

G. ALTERNATES

Refer to Section 1B for possible effect on work of this Section.



SECTION 2K  
TOT PLAY AREA PLAY STRUCTURES & SURFACING

2K-2 PRODUCTS

A. PLAY STRUCTURE MATERIALS

1. 2x Lumber and Smaller:  
Douglas Fir, "No. 1" grade or better, WCLIB Rule 16, S4S, free of heart center and wane; KD to 15% maximum moisture content; preservative Pressure Treatment Method No. 1 after fabrication of individual members.
2. Wood Posts:  
Douglas Fir, "Select Structural" grade or better, WCLIB Rule 16, S4S, free of heart center and wane, urea salts applied to surface faces of green lumber immediately after milling and air seasoned on sticks for 120 to 180 days or combination of air seasoning and kiln-drying, 25% maximum moisture content; carefully hand selected for durability and appearance; surface all faces smooth to touch free of skips; uniformly round all square edges to 1/2-inch radius; chamfer exposed ends 1-inch four sides; fabricate individual pieces as indicated on Drawings; preservative Pressure Treatment Method No. 1 after fabrication of individual members.
3. Logs:  
Douglas Fir, all sound wood, peeled clean and surfaced smooth to touch free of skips; chamfer exposed ends 1-inch; preservative Pressure Treatment Method No. 1
4. Plywood:  
D.F. plywood, APA Standard, exterior glue, Index 24/0.
5. Rough Hardware:  
Hot-dip galvanized. Items as indicated on Drawings, specified, or required.
6. Epoxy Coating:  
"Tapox 50/50 Epoxy Resin," Tap Plastics, Inc., Portland, Oregon, or Approved.
7. Concrete Pipe:  
Non-reinforced, T&G, meeting requirements of ASTM C14, standard lengths, sizes as indicated on Drawings.
8. Concrete for Footings:  
Meet requirements of Section 3D.

SECTION 2K

TOT PLAY AREA PLAY STRUCTURES & SURFACING

2K-2 PRODUCTS CONT'D.

B. STANDARD PLAYGROUND PLAY STRUCTURES EQUIPMENT

1. Big Toy Play Equipment:

Item No. 2 manufactured by Big Toys (Northwest Design Products, Inc.) 1940 East "D" Street, Tacoma, Washington 98421; or Approved.

C. PLAYGROUND SURFACING MATERIALS

1. Sand:

Columbia River Sand; or Approved. Submit sample for Approval.

2K-3 EXECUTION

A. INSTALLATION OF PLAYGROUND PLAY STRUCTURES

Install in accurate location as indicated on Approved shop drawings, and in accordance with erection drawings.

Carefully lay out, cut, fit, and install carpentry items and other components.

Use sufficient nails, spikes, screws, bolts to insure rigidity and permanence. Use nails of proper type and adequate size for work indicated and as approved.

Drive nails perpendicular to grain in lieu of toe-nailing, where feasible unless otherwise directed.

Install work to true lines, plumb and level, unless otherwise indicated.

Remove sharp external corners.

Install manufactured items for rigidity and permanence as indicated or Approved.

Provide concrete footings where indicated and required. Meet requirements of Section 3D.

Apply two coats, minimum, of epoxy coating on siderails at slides in accordance with manufacturer's recommendations and directions.



SECTION 2K  
TOT PLAY AREA PLAY STRUCTURES & SURFACING

2K-3 EXECUTION CONT'D.

A. INSTALLATION OF PLAYGROUND PLAY STRUCTURES CONT'D.

Install Big Toy play structure equipment in accurate location in accordance with manufacturer's erection drawings and directions.

B. PLAYGROUND SURFACING INSTALLATION

Install 12 inches of sand where indicated on Drawings.

End of Section 2K

SECTION 2L  
BITUMINOUS PAVING & WALKS

The General Conditions, Parts I, II, and III, Special Conditions and Division 1, General Requirements are part of the requirements of this Section as fully as if repeated herein.

2L-1 GENERAL

A. WORK INCLUDED

Asphaltic concrete paving at basketball courts and adjacent walks including aggregate base and header boards.

B. RELATED WORK SPECIFIED ELSEWHERE

Rough grading and compaction of subgrade surfaces to elevations required for surfacing specified under this section; Section 2D.

Synthetic surfacing; Section 2M.

C. STANDARD SPECIFICATIONS

1. Standard Specification No. 1:

Section II - Specifications for Asphalt Paving on Off-Street Facilities of Bulletin No. 3, Edition 1971 (revised)  
"Recommended Design Procedures and General Specifications on ASPHALTIC CONCRETE PAVEMENTS" published by the Asphalt Paving Association of Washington, Inc., 1200 Westlake Avenue North, Seattle, Washington 98109.

2. Standard Specification No. 2:

State of Oregon, "Standard Specifications for Highway Construction," 1970 edition.

D. CERTIFICATE OF COMPLIANCE

Submit certificate from mixing plant stating that paving materials delivered to site meet requirements of these specifications.

E. ENVIRONMENTAL REQUIREMENTS - ASPHALTIC CONCRETE

1. Temperature:

Placement of asphaltic concrete when ambient temperature is below 40 degrees F. shall not be permitted.

2. Weather:

Placement of asphaltic concrete during rain or other adverse weather conditions shall not be permitted.



SECTION 2L  
BITUMINOUS PAVING & WALKS

2L-1 GENERAL CONT'D.

F. PROTECTION

Protect surrounding areas, surfaces, work, trees and shrubs to preclude damage, excessive compaction of adjacent soil and intrusion of materials into adjacent soil during execution.

Protect base aggregate from intrusion of foreign materials.

Protect asphalt concrete paving from soiling prior to painting of court line markings or installation of synthetic surfacing.

G. ALTERNATES

Refer to Section 1B for effect on work of this Section.

2L-2 PRODUCTS

A. BASE AGGREGATES

1. General:

Meet requirements of Standard Specification No. 2, Sub-section 703.07 Aggregate for Aggregate Base.

2. Base Course:

-1½" + 0"

3. Leveling (Top) Course:

-¾" + 0" crushed rock.

B. ASPHALTIC CONCRETE

1. Base Course:

Meet requirements of Standard Specification No. 2, Sub-section 403.11 and 403.12 for Class "B" asphaltic concrete mix; 85-100 penetration grade asphalt cement.

2. Top Course:

Meet requirements of Standard Specification No. 1, Part III Section 3.02 Asphalt Placement for Class "C" (School Surface) asphaltic concrete mix; 85-100 penetration grade asphalt cement.

SECTION 2L  
BITUMINOUS PAVING & WALKS

2L-2 PRODUCTS CONT'D.

C. HEADER BOARD LUMBER

Douglas Fir, "No. 1" grade or better, WCLIB Rule 16, S4S, KD to 16% maximum moisture content; all lumber shall be preservative Pressure Treatment Method No. 2 in accordance with Section 6H, Wood Treatment."

D. OTHER MATERIALS

As indicated on Drawings.

2L-3 EXECUTION

A. INSPECTION

Examine subgrade surfaces scheduled to receive asphaltic concrete paving for conditions that will adversely affect the execution, quality and permanence of work. Do not start work until unsatisfactory conditions are corrected.

B. INSTALLATION OF AGGREGATE BASE

1. General:

Meet requirements of Standard Specification No. 2, Sub-sections 304.31 thru 304.36 as determined applicable by the Engineer, except as supplemented or modified in this specification Section. Compaction of base course and leveling course may be accomplished in one operation.

2. Compaction:

Compact aggregate base courses to 95% of Relative Maximum Density as determined by AASHO T99.

3. Minimum Compacted Course Thicknesses:

Top course, 3 inches.  
Leveling (top) course, 1 inch.

C. INSTALLATION OF ASPHALTIC CONCRETE

1. General:

Meet applicable requirements of Standard Specification No. 2, Sub-section 403.31 and 403.32, except as supplemented or modified in this specification Section.

2. Minimum Pavement Thicknesses:

Base course, 2 inches.  
Top course, 1½ inches.



SECTION 2L  
BITUMINOUS PAVING & WALKS

2L-3 EXECUTION CONT'D

C. INSTALLATION OF ASPHALTIC CONCRETE CONT'D

3. Compaction:

Compact asphalt concrete paving to 95% of Relative Maximum Density as determined by AASHO T99.

4. Spreading Method:

Self-propelled asphalt paving machine; or Approved.

5. Surface Finish:

Top course finish shall not vary more than 1/8 inch from true plane in a distance of ten feet, and shall be properly sloped to drain as indicated on the Drawings.

D. HEADER BOARD INSTALLATION

Install header board at the perimeter of basketball courts and connecting ramp as indicated on Drawing.

Install header boards at grades indicated, or Approved, with an even slope between spot elevations shown.

Anchor securely to prevent displacement.

End header boards may be installed after completion of paving operations as approved by Engineer.

Header boards not required at walks.

E. DEFECTIVE WORK

Remove and replace defective pavement and that which does not drain properly.

Patched appearance not acceptable.

End of Section 2L

SECTION 2M  
SYNTHETIC SURFACING

The General Conditions, Parts I, II, and III, Special Conditions and Division 1, General Requirements are part of the requirements of this Section as fully as if repeated herein.

2M-1 GENERAL

A. WORK INCLUDED

Application of synthetic surfacing and court line markings over asphaltic concrete paving at basketball courts.

B. RELATED WORK SPECIFIED ELSEWHERE

Asphaltic concrete paving; Section 2L.

C. ALTERNATES

Refer to Section 1B for effect on work of this Section.

2M-2 PRODUCTS

A. SYNTHETIC SURFACING MATERIAL

PLEXIPAVE Color Finish System including Plexipave Filler, Finish Coat of Plexichrome, and Plexicolor Acrylic Line Paint as manufactured by California Products Corporation; or Approved.

2M-3 EXECUTION

A. INSPECTION

Examine asphaltic concrete surface scheduled to receive synthetic surfacing for conditions that will adversely affect the execution, quality and permanence of work. Do not start work until unsatisfactory conditions are corrected.

B. INSTALLATION OF SYNTHETIC SURFACING

1. General:

Install Plexipave Filler, Plexichrome, and Plexicolor Line Paint, in accordance with manufacturer's written specifications, or as Approved.

Installation shall be by a Manufacturer Certified Applicant.

Fill depressions with Plexipave Filler or approved where required to provide complete drainage of finish surface within tolerances specified for asphaltic concrete surface finish in Section 2L.



SECTION 2M  
SYNTHETIC SURFACING

2M-3 EXECUTION CONT'D

B. INSTALLATION OF SYNTHETIC SURFACING CONT'D.

2. Color of Filler and Finish Coat:  
Two standard colors required, Sand and Dark Green.
3. Line Painting:  
Provide at locations and line widths as indicated on the Drawings. Standard color as selected by Engineer.

End of Section 2M

SECTION 2N  
MISCELLANEOUS SITE IMPROVEMENTS & SPECIALTIES

The General Conditions, Parts I, II, and III, Special Conditions and Division 1, General Requirements are a part of the requirements of this Section as fully as if repeated herein.

2N-1 GENERAL

A. WORK INCLUDED but SPECIFIED ELSEWHERE

Concrete footings; Section 3D.

B. RELATED WORK SPECIFIED ELSEWHERE

Painting and staining; Section 9K.

C. SHOP DRAWING

Submit full scale layout of routed sign letters and park logo in accordance with General Conditions, Part I.

D. MOCK-UP

Provide sample of park logo unpainted for Approval.

E. ALTERNATES

Refer to Section 1B for possible effect on work of this Section.

2N-2 PRODUCTS

A. BASKETBALL GOALS

Model No. 743 with 48-inch extension manufactured by Miracle Equipment Co.; or Approved. One standard solid color in lieu of stripes. Eighteen (18) required.

B. BOLLARD LUMBER

Meet requirements for paragraph 2K-2, A, 2. Wood Posts.

C. WOOD HEADER BOARDS AT TOT PLAY AREA

Meet requirements indicated on Sheet 8D of the Drawings.



SECTION 2N  
MISCELLANEOUS SITE IMPROVEMENTS & SPECIALTIES

2N-3 EXECUTION

A. INSTALLATION OF WORK SPECIFIED IN THIS SECTION

Install in accurate location as indicated on Drawings.

Carefully lay out, cut, fit, and install carpentry items and other components.

Install work to true lines, plumb, and level, unless otherwise indicated.

Remove sharp external corners.

Install manufactured items for rigidity and permanence in accordance with manufacturer's recommendation or as Approved.

Provide concrete footings where indicated and as required. Meet requirements of Section 3D.

Provide routing as indicated on the Drawings.

End of Section 2N

SECTION 3A  
CONCRETE FORMWORK

The General Conditions, Parts I, II & III, Special Conditions and Division 1, General Requirements are a part of the requirements of this Section as fully as if repeated herein.

3A-1 GENERAL

A. RELATED WORK SPECIFIED ELSEWHERE

Expansion and construction joints, contraction joints, waterstops: Section 3B.

Steel bar reinforcing, reinforcing fabric: Section 3C.

Cast-in-place Concrete: Section 3D.

Concrete Anchors and Inserts: Section 3D.

Inserts and sleeving for mechanical work: Division 15.

B. BUILDING CODE

Requirements of the 1970 Uniform Building Code, if more rigid than those herein, shall govern.

C. STANDARD SPECIFICATIONS

Meet the requirements of ACI 347-63 "Recommended Practice for Concrete Formwork" where not in conflict with this specification or other requirements of the Project. All exposed surfaces shall be considered "Architectural Concrete."

D. ALTERNATES

Refer to Section 1B for possible effect on work of this Section.

3A-2 PRODUCTS

A. FORM MATERIALS

1. Plywood:

B-B Plyform, Class I, EXT-DFPA

2. Lumber:

Construction grade, DF, S4S unless otherwise indicated.

3. Chamfer Strips:

3/4-inch; Burke 'CSF Type,' Madden #171, or 3/4-inch x 3/4-inch triangular wood strip; or Approved.



SECTION 3A  
CONCRETE FORMWORK

3A-2 PRODUCTS CONT'D

B. FORM ACCESSORIES

1. Form Ties:

- a. Walls: Superior "A.C." type with 1-inch breakback, or Approved.
- b. All other work: As Approved. Wire ties and wood spacers not permitted.

C. FORM COATINGS & RETARDERS

Meet requirements of Standard Specifications.

3A-3 EXECUTION

A. FIELD MEASUREMENTS

Layout work, set batterboards, establish elevations, set grade stakes.

B. INSTALLATION & REMOVAL

1. General

Meet requirements of Standard Specifications.

2. Form Workmanship:

Meet shape, line and dimension requirements indicated on Drawings.

Properly brace and tie together to insure that position and shape are maintained.

Make forms tight to prevent leakage of mortar.

Provide access openings as required for cleaning and inspection of forms and reinforcement prior to concrete placement.

Arrange exposed form tie holes to align vertically and horizontally in regular pattern as Approved.

3. Coring:

Provide coring and block-outs in slabs and walls for mechanical work. Sizes and locations as directed by mechanical trades.

SECTION 3A  
CONCRETE FORMWORK

3A-3 EXECUTION CONT'D.

B. INSTALLATION & REMOVAL CONT'D.

4. Chamfers:  
Chamfer all external corners of concrete walls, piers and columns exposed to view 3/4 inch except as otherwise indicated.
5. Form Panel Joints:  
Fill all joints at abutting form panels with an approved caulking compound or tape, strike flush on face exposed to concrete. Arrange joints as approved.
6. Cooperation  
Allow other trades time and facilities to install necessary embedded items.
7. Treatment of Forms:
  - a. Board Forms:  
Keep wet prior to placing concrete; wet thoroughly immediately before concrete placement.
  - b. Plywood Forms:  
Coat with approved stainless form oil. Use minimum quantity required for satisfactory form removal.
  - c. Metal Forms:  
Coat with approved release compound, applied in accordance with manufacturer's directions.
8. Form Removal:  
Remove forms at a time and in such a manner as to insure complete safety of the structure, minimum deflection, and without damage to concrete surfaces.  
  
Remove form ties 4 days after pour, unless otherwise directed.  
  
Leave supporting forms and shoring in place until concrete has attained sufficient strength to safely support its own weight plus any imposed loads.
9. Re-use of Wood Forms:  
Withdraw projecting nails, clean concrete from contact surfaces. Replace with new material when directed by Engineer.

End of Section 3A



SECTION 3B  
EXPANSION & CONTRACTION JOINTS

The General Conditions, Parts I, II, and III, Special Conditions and Division 1, General Requirements are part of the requirements of this Section as fully as if repeated herein.

3B-1 GENERAL

A. WORK INCLUDED

Construction, expansion and contraction joints.

Control joints, and keyed joints.

B. RELATED WORK SPECIFIED ELSEWHERE

Concrete formwork; Section 3A.

Steel reinforcement: Section 3C.

Cast-in-place concrete: Section 3D.

Sealants: Section 7I.

C. ALTERNATES

Refer to Section 1B for possible effect on work of this Section.

3B-2 PRODUCTS

A. MATERIALS

1. Slip Dowelling Materials:

a. Dowels:

5/8-inch diameter by 16-inch, smooth steel bars.

b. Dowel Bar Tubes:

26 gauge steel as manufactured by Burke Concrete Accessories, Inc., or Approved.

c. Grease:

Heavy axle-grease as Approved.

2. Pre-molded Expansion Joint Filler:

Asphalt impregnated fiber or felt.

3. Key Type Expansion Joint Material:

National Keyed Joint, Product No. 33, manufactured by National Expansion Joint Co., Oakland, California, or Approved.

SECTION 3B  
EXPANSION & CONTRACTION JOINTS

3B-2 PRODUCTS CONT'D.

A. MATERIALS CONT'D.

4. Waterstops:

Expanded, closed cell neoprene rubber, polyvinyl chloride; or approved. Type employed shall be suitable for encountered conditions subject to Engineer's Approval.

3B-3 EXECUTION

A. DOWELED CONSTRUCTION/EXPANSION JOINTS

Provide where indicated on Drawings at Basketball Courts.

Construct joints as indicated in detail. To one end of dowel apply liberal coat of grease and install dowel bar tube.

Provide expansion joint filler.

B. KEYED CONSTRUCTION/EXPANSION JOINTS

Provide where indicated on the Drawings at Tot Play Area.

Install in accordance with manufacturer's recommendations and as indicated on the Drawings.

C. CONTROL JOINTS

(Also known as score, dummy, and false joints)

Hand tool to a depth of 1/2-inch, with 3/16 width at pavement surface and 1/8-inch width at bottom of joint. Provide where indicated on Drawings.

D. WATERSTOPS

Provide at all underwater construction joints and where indicated on the Drawings. Install in accordance with manufacturer's recommendations.

End of Section 3B



SECTION 3C  
CONCRETE REINFORCEMENT

The General Conditions, Parts I, II, and III, Special Conditions and Division 1, General Requirements are part of the requirements of this Section as fully as if repeated herein.

3C-1 GENERAL

A. EXTENT OF WORK IN THIS SECTION

Furnish and place all steel reinforcement required for entire work.

B. RELATE WORK SPECIFIED ELSEWHERE

Doweling at expansion and construction joints: Section 3B

C. SHOP DRAWINGS

Follow "Manual of Standard Practice for Detailing Reinforced Concrete Structures," ACI publication 315. Submit in accordance with General Conditions.

D. ALTERNATES

Refer to Section 1B for possible effect on work of this Section.

3C-2 PRODUCTS

A. GENERAL

"UBC Std.," refers to Uniform Building Code Standards, 1970 edition.

B. MATERIALS

1. Bars:

Intermediate grade, new billet steel, UBC Std. 2607, ASTM A-615 Grade 40, sizes indicated on drawings. Each piece grademarked, or each shipment accompanied by grade certificate.

2. Welded Wire Fabric:

Meet requirements of ASTM A-185

6x6 inch mesh, No. 6 wire, except as indicated otherwise on drawings.

All fabric heavier than 6x6x#10/#10 shall be supplied in flat sheets.

SECTION 3C  
CONCRETE REINFORCEMENT

3C-2 PRODUCTS CONT'D.

3. Accessories

Meet requirements of U.B.C. Standard No. 26-16; obtain Engineer's approval.

Include all devices necessary for proper placement, spacing, supporting and fastening steel reinforcement in place.

Metal accessories shall be galvanized where legs exposed in finish concrete surfaces.

Accessories may be either concrete, ceramic, steel, or plastic.

3C-3 EXECUTION

A. GENERAL

Meet applicable requirements of ACI 315 and 318.

B. INSTALLATION

Place steel accurately in accordance with drawings.

Fasten securely in place to prevent displacement before and during pouring of concrete.

Exercise care to be sure that reinforcement is protected by the required thickness of concrete, as indicated on approved placing diagrams.

Lap sides and ends of mesh reinforcement not less than one mesh, tie at 2'-0" o.c. minimum.

Reinforcing shall not be bent or displaced for the convenience of other trades unless approved by the Engineer.

End of Section 3C



SECTION 3D  
CAST-IN-PLACE CONCRETE

The General Conditions, Parts I, II and III, Special Conditions and Division 1, General Requirements are part of the requirements of this Section as fully as if repeated herein.

3D-1 GENERAL

A. RELATED WORK SPECIFIED ELSEWHERE

Concrete formwork; Section 3A  
Expansion, contraction and construction joints; Section 3B  
Steel reinforcement; Section 3C  
Water repellent coating; Section 7C.

B. BUILDING CODE

Requirements of the 1970 Uniform Building Code, if more rigid than those herein shall govern.

C. SAMPLES

Before starting work obtain approval of sample panels for all different exposed architectural concrete surfaces.

Sample panels 20 square feet minimum.

Reprepare samples if directed until Approved.

Approved samples represent minimum acceptable standards  
Any work of lesser quality will be subject to rejection and replacement.

Prepare samples of all required horizontal and vertical concrete surface finishes. Approved samples may be used on Project.

D. ENVIRONMENTAL REQUIREMENTS

1. COLD WEATHER

Place no concrete during freezing weather without written approval of Engineer.

If approval is granted comply with requirements of ACI-306.

Contractor assumes full responsibility, including costs for replacing concrete believed to be frozen. Frozen concrete shall be removed and replaced at Contractor's expense.

SECTION 3D  
CAST-IN-PLACE CONCRETE

3D-1 GENERAL

D. ENVIRONMENTAL CONDITIONS CONT'D.

2. WARM WEATHER

Place no concrete in weather deemed by the Engineer as excessively hot, windy and/or dry without complying with requirements of ACI-605.

E. SPECIAL INSPECTION AND TESTING

Refer to Section 1D for details.

F. DEFECTIVE WORK

Remove and replace when directed by Engineer, concrete with finishes not matching approved samples, surfaces which show excessive shrinkage cracks and any paving slabs or walks which do not drain properly.

G. ALTERNATES

Refer to Section 1B for possible effect on work of this Section.

3D-2 PRODUCTS

A. CONCRETE MATERIALS

1. Portland Cement:  
ASTM C-150, Type I

Use one brand, type and source only for all exposed concrete throughout the project.

2. Aggregates:  
Meet requirements of ASTM C-33.

Maximum size  $1\frac{1}{2}$  inch. Smaller aggregate may be used in slabs less than 4 inches thick and if required by minimum clear spacing between reinforcing bars.

3. Water:  
Clean and free from deleterious amounts of acids, alkalis, oils, and organic materials.



SECTION 3D  
CAST-IN-PLACE CONCRETE

3D-2 PRODUCTS

B. CONCRETE ADMIXTURES

1. Air-Entraining Admixture:  
Meet requirements of ASTM C-260
2. Water Reducing Admixture:  
Meet requirements of ASTM C-494.
3. Other Admixtures as approved:  
Meet requirements of UBC and applicable ASTM specifications.

C. CONCRETE CURING MATERIALS

1. Curing Compound (Liquid):  
ASTM C-309; Type 1 resin base with fugitive dye. Grace "Horncrete 30D" or Approved.
2. Protective Paper:  
Reinforced kraft paper, 'Sisalkraft,' or approved.
3. Polyethylene Film:  
Clear or black, 4 mil thickness minimum.

D. CONCRETE ADHESIVES AND BONDING AGENTS

1. Bonding Agent:  
Dewey & Almy 'Daraweld-C,' Larson 'Weldcrete,' Sonneborn 'Soncrete,' or Approved.

E. ANCHORS & INSERTS

As indicated on Drawings and specified.

SECTION 3D  
CAST-IN-PLACE CONCRETE

3D-2 PRODUCTS

F. CONCRETE MIX

1. General:

Meet requirements of UBC as supplemented and modified herein. Do not use admixtures in concrete for paving basketball courts, except for air entrainment.

Transit-mixed, ASTM C-94.

Contractor assumes responsibility for mix design and product performance.

2. Strength:

All concrete shall develop a minimum 28 day laboratory cured compressive cylinder strength of 3,300 PSI plus 15% except as otherwise noted on the drawings.

3. Cement Content:

5.5 sacks cement per cubic yard minimum.

4. Air-Entraining:

Meet requirements of ASTM C-260 to provide amount of 4-5% of concrete volume in all concrete work.

5. Water Reducing Admixture:

Meet requirements of ASTM C-494.

May be used at Contractor's option.

6. Other Admixtures

Meet requirements of UBC and applicable ASTM specifications as approved.

7. Slump at Point of Delivery:

Maximum 3-inches, plus or minus 1/2-inch, for all walks, steps, and paving.

Maximum 4-inches, plus or minus 1/2-inch for footings, walls, and all other work.

8. Mix Design:

Design mix, batching procedures and quality of materials shall be established in accordance with this Section by independent laboratory, under direction of and certified by a professional engineer registered in the State of Oregon. File certification with Engineer.



SECTION 3D  
CAST-IN-PLACE CONCRETE

3D-3 EXECUTION

A. INSPECTION

1. Examine forms to receive concrete and the reinforcing steel and wire mesh for:
  - a. Defects that will adversely effect the execution and quality of work.
  - b. Deviations beyond allowable tolerances for installation of concrete as indicated in Sections 3A, 3B and 3C.
2. Do not start work until unsatisfactory conditions are corrected.
3. Notify Engineer at least 24 hours before an intended pour. Place no concrete until reinforcement has been inspected and approved.

B. PREPARATION

Thoroughly wetboard forms before depositing concrete.

C. INSTALLATION

1. Conveying Concrete:  
Convey concrete from the mixer to the place of final deposit by methods which will prevent separation and loss of material.
2. Depositing Concrete:
  - a. Concrete shall be deposited as nearly as possible in its final position to avoid segregation due to rehandling or flowing.
  - b. Maximum height of vertical drop without use of trunks, placement parts in sides of formwork, or other approved method is four feet.
3. Compaction of Concrete:
  - a. Employ mechanical high frequency vibrators supplemented by hand spading to consolidate concrete around reinforcement, into corners and angles of forms to exclude rock pockets, air bubbles, and honeycomb.

SECTION 3D  
CAST-IN-PLACE CONCRETE

3D-3 EXECUTION

C. INSTALLATION CONT'D.

3. Compaction of Concrete: (Cont'd.)
  - b. Keep vibrators in constant motion. Do not allow to remain in one spot longer than 30 seconds.
  - c. Transportation of concrete with vibrator not permitted.
  - d. Maintain vertical penetration of vibrator into concrete.
4. Anchors and Inserts:  
Place accurately. Secure in proper location and alignment.
5. Concrete Bond:  
Coat concrete to be joined by new concrete with concrete bonding agent mixed and applied in accordance with manufacturer's directions unless properly prepared construction joints have been provided.
6. Repairing and Patching of Concrete:
  - a. General:  
If imperfections are sufficiently objectionable, replace work in question if Engineer so directs.
  - b. Form Tie Holes:  
No filling required.
  - c. Voids and Gravel Pockets:  
Gravel pockets exposing reinforcing shall be patched, grouted to provide "Code" cover.  
  
Repair promptly, upon removal of forms whenever in the Engineer's opinion it is necessary.



SECTION 3D  
CAST-IN-PLACE CONCRETE

3D-3 EXECUTION

INSTALLATION CONT'D.

6. Repairing and Patching of Concrete: (Cont'd.)

c. Voids and Gravel Pockets: (Cont'd.)

Imperfections shall be carefully pointed with mortar of sand and cement in the proportion which has been employed for the concrete to be patched.

Patching shall match adjacent surfaces.

7. Paving, Slab, Walk and Top of Wall Finishes:

a. General:

Screed for finish specified to true levels or slopes.

b. Trowel (Smooth) Finish:

Trowel by hand or machine to hard, dense surfaces, free from trowel marks matching approved sample.

Do not absorb wet spots with neat cement or mixture of cement and sand.

Wait until surfaces are dry enough for proper troweling.

Chemical dryers not permitted.

Trowel to level or true slopes as indicated on Drawings with tolerance of 1/8-inch in 10 feet.

Tool edges to 1/4-inch radius.

Provide trowel finish only where indicated on Drawings.

c. Hair Broom Finish:

Screed and tamp to bring fine particles to surface.

Float to true surface and slopes as indicated with tolerance of 1/4-inch in 10 feet.

Rough surface with medium hair broom; just after initial set matching approved sample finish.

Tool edges to 1/4-inch radius.

Provide contraction joints as specified under Section 3B.

Provide hair broom finish on all exterior paving, slabs and walks and steps unless otherwise indicated.

SECTION 3D

CAST-IN PLACE CONCRETE

3D-3 EXECUTION

C. INSTALLATION CONT'D.

7. Paving, Slab Walk and Top of Wall Finishes: (Cont'd.)

d. Wood Float Finish:

Use smooth wood float, bull or hand, to establish evenly textured surface finish, free from float marks matching Approved sample.

Surface shall be finished to level or true slopes as indicated on Drawings with tolerance of 1/8-inch in 10 feet.

Tool edges to 1/4-inch radius.

Provide wood float finish only where indicated on the Drawings.

8. Exposed Vertical Finishes:

a. Smooth Concrete Finish:

Knock fins off smooth, patch imperfections to match adjacent surfaces, bring surface to a smooth texture as Approved.

Leave surface clean.

Provide where scheduled, or indicated on Drawings.

9. Curing Concrete

a. General:

Maintain concrete in a moist condition for at least 7 days after placement in accordance with ACI 301.

b. Walls, Piers and Columns:

Keep forms continuously wet until removed. After removal treat as follows:

- (1) Keep damp with wet burlap
- (2) Coat with specified curing compound applied in accordance with manufacturer's directions.



SECTION 3D  
CAST-IN-PLACE CONCRETE

3D-3 EXECUTION CONT'D.

C. INSTALLATION CONT'D.

9. Curing Concrete (Cont'd.)

c. Concrete Paving with Wood Float Finish:

Cover with wet burlap and layer of Polyethylene film. Moisten burlap as required to keep concrete continuously damp for a minimum of ten(10) days.

d. All Other Paving, Slabs, Walks and Steps:

Coat with specified curing compound applied in accordance with manufacturer's directions.

D. PROTECTION OF CONCRETE

1. Cover concrete for protection where subject to staining or other damage.
2. Provide specified protective paper where concrete subject to staining, or damage from light traffic during construction. Lap joints 3 inches minimum and seal with waterproof cement. Promptly repair damage to paper.
3. Provide plywood sheeting or other Approved material where concrete is subject to heavy traffic during construction.
4. Remove at completion of work and when job conditions no longer require the covering.

E. FIELD QUALITY CONTROL

The Local Public Agency will obtain testing of concrete by separate contract. Refer to Section 1D for testing provisions.

F. CLEANUP

Clean up all excess concrete, other materials and debris on a weekly basis and remove from project site.

End of Section 3D

SECTION 6H  
WOOD TREATMENT

The General Conditions, Parts I, II and III, Special Conditions and Division 1, General Requirements are part of the requirements of this section as fully as if repeated herein.

6H-1 GENERAL

A. TREATING PLANT

Recognized lumber treatment company having adequate facilities for work meeting requirements of AWPAs Standards specified.

Authorized by preservative material manufacturer and acceptable to the Engineer.

B. TRADEMARK

Preservative material manufacturer's label or stamp on each treated piece, or unit of lumber as approved.

C. CERTIFICATE OF COMPLIANCE

Furnish affidavit from treating plant, stating that preservative treatment conforms to specifications and moisture content of treated material does not exceed that specified.

D. MOISTURE CONTENT OF WOOD

Maximum indicated or specified under other Sections or on the Drawings.

E. ALTERNATES

Refer to Section 1B for possible effect on work of this Section.

6H-2 PRESSURE TREATMENT METHOD NO. 1 (P.T. #1)

A. MATERIAL AND METHOD

Pressure impregnate with water repellent Pentachlorophenol using Hydrocarbon Solvent, Type B (LPG) or Type C (Light Hydrocarbon Solvent with Auxiliary Solvent), in accordance with AWPAs Standards P8-64, P9-71, C1-71, C2-70, C23-70, and C28-69. Retention shall be 0.50 lbs. per cubic foot for all lumber and poles in contact with ground and 0.40 lbs. per cubic foot for all other lumber. Meet requirements of Federal Specification TT-W572.

Apply two liberal coats of preservative solution to surfaces cut in fitting at project site or shop in accordance with AWPAs Standard M4-62.



SECTION 6H  
WOOD TREATMENT

6H-2 PRESSURE TREATMENT METHOD NO. 1 (P.T. #1) CONT'D

B. WORK INCLUDED

Treat all logs, posts and lumber indicated "P.T. #1" on Drawings or specified.

6H-3 PRESSURE TREATMENT METHOD NO. 2 (P.T. #2)

A. MATERIAL AND METHOD

Pressure impregnate with Water-borne Preservatives using Ammoniacal Copper Arsenite (ACA) or Chromated Copper Arsenate, Type A (CCA-Type A) in accordance with AWPA Standards P5-71, C1-71 and C2-72.

Retention shall be 0.40 lbs. per cubic foot for all lumber in contact with ground and 0.23 lbs. per cubic foot for all other lumber.

Apply two liberal coats of preservative solution to surfaces cut in fitting at project site or shop in accordance with AWPA Standard M4-62.

B. WORK INCLUDED

Treat all lumber indicated "P.T. #2" on Drawings or specified.

End of Section 6H

SECTION 7C  
DAMPPROOFING

The General Conditions, Parts I, II and III, Special Conditions and Division I, General Requirements are part of the requirements of this Section as fully as if repeated herein.

7C-1 GENERAL

A. DELIVERY OF MATERIALS

Deliver in original containers, manufacturer's original labels thereon.

Do not open containers or remove labels until Engineer inspects and Approves.

B. PREPARATION OF SURFACES

Put surfaces in proper condition for application of coatings.

Brush off loose particles; fill holes and cracks.

Surfaces must be dry when coatings are applied.

C. APPLICATION, GENERAL

Apply coatings without adulteration, in accordance with manufacturer's directions.

D. ALTERNATES

Refer to Section 1B for possible effect on work of this Section.

7C-2 LIQUID WATER REPELENT

A. MANUFACTURER & TYPE

"Thompson's Water Seal #101" manufactured by E.A. Thompson Co., Inc., or Approved.

B. APPLICATION

Apply in accordance with manufacturer's instructions with a minimum of two coats.

C. AREAS TO BE COVERED

All above grade concrete walls and bottom of wading pool.

End of Section 7C



SECTION 7H  
SHEET METALWORK

The General Conditions, Parts I, II and III, Special Conditions and Division 1, General Requirements are part of the requirements of this Section as fully as if repeated herein.

7H-1 GENERAL

A. WORK FURNISHED but INSTALLED UNDER OTHER SECTIONS

Slide beds: Section 2K

B. RELATED WORK SPECIFIED ELSEWHERE

Wood blocking and nailers for securing sheet metalwork;  
Section 2K.

C. SHOP DRAWINGS

Submit in accordance with General Conditions.

Show complete construction details, fabrication and  
installation methods.

D. ELECTROLYTIC PROTECTION

Where metal sheets come into contact with dissimilar  
materials, treat juncture to prevent electrolysis, as  
Approved.

E. ALTERNATES

Refer to Section 1B for possible effect on work of this  
Section.

7H-2 PRODUCTS

A. MATERIALS

1. General:

Materials shall be best commercial quality. Thickness  
not less than that indicated below. Use heavier gauges  
if indicated on drawings.

SECTION 7H  
SHEET METALWORK

7H-2 PRODUCTS CONT'D.

A. MATERIALS CONT'D.

2. Stainless Steel:  
AISI Type 304; No. 18 gauge, AISI No. 2B finish for slide beds.
3. Solder:  
Best commercial quality, type most suitable for metal to be soldered.

B. FABRICATION

1. Fabricate work true to detail with clean, straight, sharply defined lines and profiles; reinforced as required for stiffness. Metals shall have smooth finish surface, except where otherwise indicated.
2. Execute by skilled craftsmen according to best methods of trade.
3. Joints and seams shall not occur in slide bed.
4. Execute drilling, cutting and fitting carefully. When required, fit work at project site before finishing.
5. Except as otherwise required, solder or weld shop assembled connections. Solder field connections where practicable.
6. Make work permanently water tight.
7. Verify measurements in field as required for work fabricated to fit job conditions.

7H-3 EXECUTION

A. INSTALLATION

Refer to Section 2K.

End of Section 7H



SECTION 7I  
SEALANTS

The General Conditions, Parts I, II and III, Special Conditions and Division 1, General Requirements are part of the requirements of this Section as fully as if repeated herein.

7I-1 GENERAL

A. WORK INCLUDED

Sealing expansion joints in concrete paving where indicated on the Drawings.

B. GUARANTEE

Guarantee under General Conditions shall be increased to five (5) years for work under this Section.

C. ALTERNATES

Refer to Section 1B for possible effect on work of this Section.

7I-2 PRODUCTS

A. MATERIALS

1. Sealant:

Daraseal - U Traffic Grade two-component polyurethane sealant, W.R. Grace & Co., or Approved. Approximate color of adjacent surfaces as approved, standard color.

2. Primer:

Made or recommended by manufacturer of sealant.

3. Backer Rod:

Closed-cell, polyethylene gasketing rod; Dow 'Ethaform,' or Approved.

Diameter shall be 1/3 greater than width of joints to receive backer rod.

7I-3 EXECUTION

A. INSPECTION

Examine surfaces scheduled to receive sealant for:

1. Defects that will adversely affect the execution and quality of work.

SECTION 7I  
SEALANTS

7I-3 EXECUTION CONT'D.

A. INSPECTION CONT'D.

2. Deviations beyond allowable tolerances for installation recommended by manufacturer of sealant.

Do not start work until unsatisfactory conditions are corrected.

B. INSTALLATION

1. Backing Rod:

Install backer rod behind sealant in accordance with manufacturer's recommendation.

Provide in continuous lengths as long as practicable.

Stretch taut and insert into joints with proper tool to uniform depth.

2. Primer:

Prime surfaces to receive sealant.

3. Sealant:

Apply sealant in accordance with manufacturer's directions. Joints shall be clean and dry before sealing.

Apply with gun having nozzle of proper size.

Fill joints and voids solid; superficial pointing with skin bead shall not be permitted.

Remove excess material and leave surfaces neat, smooth and clean.

4. Protection:

Mask surfaces adjacent to joints as required for complete protection.

End of Section 7I



SECTION 9K  
PAINTING

The General Conditions, Parts I, II and III, Special Conditions and Division 1, General Requirements are part of the requirements of this Section as fully as if repeated herein.

9K-1 GENERAL

A. RELATED WORK SPECIFIED ELSEWHERE

Plexicolor Acrylic Line Paint at Basketball Courts, Alternate Bid No. 2; Section 2M.

B. NO FINISH REQUIRED ON the following:

Items having complete factory finish.

Non-ferrous metal unless specifically mentioned in painting schedule.

C. COLORS

Selected by Engineer from samples prepared on site by Contractor.

Allow ample time for selections; do no work until colors are approved.

D. LABELS

Deliver materials in original containers, manufacturer's labels thereon.

Do not open containers or remove labels until Engineer inspects and Approves.

E. INFLAMMABLE MATERIAL

Take extraordinary care to prevent fire.

Open cans of paint and stain only when needed.

Keep rubbing cloths and oily rags in tightly closed metal containers, or remove from building at close of each days work.

F. SAMPLE PRODUCTS

Submit duplicate samples of each finish color and sheen. Sample size 12x12 inch minimum.

Submit samples on substrate identical to that intended for use on Project.

SECTION 9K  
PAINTING

9K-1 GENERAL

F. SAMPLE PRODUCTS CONT'D.

Obtain Approval before proceeding. Resubmit until Approval is obtained.

G. MAINTENANCE MATERIALS

Furnish one gallon of each type and color of paint and stain in previously unopened containers.

Label for positive identification; deliver to Local Public Agency.

H. ALTERNATES

Refer to Section 1B for possible effect on work of this Section.

9K-2 PRODUCTS

A. GENERAL

Products for each general purpose shall be of same manufacturer

Products of different manufacturers shall not be used over one another, except for shop prime coats applied under other Sections of these specifications.

B. MATERIALS

Products named hereunder required and hereinafter require no further approval.

Submit requests for substitution Approvals in accordance with Instructions to Bidders, Division B.

The following product numbers are given to establish desired quality, and are not intended to indicate desired color.

1. Exterior Wood Primer:  
Pittsburgh, 6-9; or Approved.
2. Exterior Wood Alkyd Gloss Finish:  
Pittsburgh, 6-24; or Approved.
3. Penetrating Oil Stain:  
Semi-transparent, Olympic or Cabot; or Approved.



SECTION 9K  
PAINTING

9K-2 PRODUCTS CONT'D.

B. MATERIALS CONT'D.

4. Traffic Marketing Paint.

Glidden, 5510 and 5511; Sherwin Williams, A-86-x-8 and A-86-w-7; National Lead, 2800; Fuller, 282-06 and 282-07. Match Pratt & Lambert No. 5020-2 Siam Blue for one color and sheen, other color as Selected.

C. MATERIAL LIST

Submit complete and detailed list of materials proposed for use on work.

Include letter from manufacturer stating that materials are suitable for intended use.

Obtain Engineer's approval before ordering.

9K-3 EXECUTION

A. GENERAL

1. Workmanship:

Highest quality, performed by skilled craftsmen to Engineer's satisfaction.

Apply paint and stain in strict accordance with manufacturer's printed directions.

Protect adjacent surfaces.

Spread material evenly, without runs or sags.

Vary colors of successive coats to prevent skipping.

Cut sharp lines against other materials and different colors.

Allow ample time between coats for thorough drying.

2. Mixing & Thinning:

Mix and thin proprietary products in strict accordance with manufacturer's printed instructions.

Mix and thin other materials in accordance with standard practice, as Approved.

SECTION 9K  
PAINTING

9K-3 EXECUTION CONT'D.

A. GENERAL CONT'D.

3. Method of Application

Brush or roll apply all paint. Dip or brush apply all stain.

Apply no work by spray method except basketball court line markings unless approved by Engineer.

4. Condition of Surfaces:

Do no outside work during damp or freezing weather, or until surfaces have thoroughly dried from effects of such weather.

Do no work when dust or insects are present.

5. Protection & Cleaning:

Protect adjacent work with drop cloths; clean paint splatters and stains from completed and existing surfaces.

B. PREPARATION OF SURFACES

1. General:

Prepare surfaces in proper condition to receive paint. Surfaces to receive stain shall be absolutely clean and dry.

Contractor responsible for defective work from any cause including unsuitable and improperly prepared surface.

2. Wood Painting:

Sand paper smooth, dust off, seal sap and knots.

After prime coat application, fill holes and cracks with putty, plastic wood or plastic filler.

9K-4 PAINTING & STAINING SCHEDULE

A. GENERAL

Work list hereinafter is in addition to shop coats specified in other Sections of these specifications.

Colors as indicated, or selected by Engineer.



SECTION 9K  
PAINTING

9K-4 PAINTING & STAINING SCHEDULE CONT'D.

B. WOOD BOLLARDS

2 brush coats oil penetrating stain except logo. Logo shall receive 1 brush coat Exterior Wood Primer and 2 brush coats Exterior Wood Alkyd Gloss Finish.

C. BASKETBALL COURT LINE MARKINGS

2 coats Traffic Marking Paint, two colors required.

End of Section 9K

SECTION 15A  
MECHANICAL WORK

The General Conditions, Parts I, II, and III, Special Conditions and Division 1, General Requirements are a part of the requirements of this Section as fully as if repeated herein.

15A-1 GENERAL

A. WORK INCLUDED

The work, in general, includes the following:

1. Area drains and cast iron piping.
2. Water supply to wading pool.

B. RELATED WORK SPECIFIED ELSEWHERE

Catch basin/Drywell, sub-drainage systems; Section 2F.

C. REGULATIONS AND PERMITS

Perform work in accordance with applicable codes and regulations. Obtain all permits, licenses and certificates of approval.

D. ALTERNATES

Refer to Section 1B for possible effect of work on this Section.

15A-2 AREA DRAINS & RELATED PIPE

A. WORK INCLUDED

Provide area drains and cast iron piping as indicated on Drawings. Make connections to existing drain lines, as Approved, and connect to catch basins and sub-drainage drain pipe as indicated.

B. STANDARD SPECIFICATIONS

City of Portland, Department of Public Works specifications entitled, "Specifications Applying to Streets, Sewers, Bridges and Structures" as adopted by the City Council in Section 5-501 of the Public Works Code.

C. PRODUCTS

1. Cast Iron Pipe & Fittings:

Meet applicable requirements of paragraph 21, Section F, Subsection VII, MATERIALS, of the Standard Specifications.



SECTION 15A  
MECHANICAL WORK

15A-2 STORM SEWER SYSTEM CONT'D.

C. PRODUCTS CONT'D.

2. Area Drains:  
J.R. Smith, No. 2010-B 4-inch IPS; Josam No. 300-385; or  
Approved.

D. EXECUTION

1. Installation:  
Install cast iron pipe in accordance with the applicable provisions of Section F, Subsection II, SEWERS, of the Standard Specifications.  
  
Cast iron pipe shall be constructed as defined for "Pipe Sewers" or "House Branches" in the Standard Specifications as determined applicable by the Engineer.
2. Hydrostatic tests:  
Provide as defined in paragraph 2H, Section F, Subsection II of the Standard Specifications.

15A-3 WADING POOL WATER SUPPLY

A. PRODUCTS

1. Pipe and Fittings:  
Galvanized standard weight steel pipe, 125 PSI, meeting requirements of ASTM A-120, millcoated with Scotchkote No. 202 with hydrozical epoxy resin; or Approved.  
  
Fittings: Galvanized, banded malleable iron, screwed.
2. Shut-off and Drain Valves:  
Ball valve, 125 PSI SWP bronze, serviceable without removing from line; Crane "Accesso"; Jenkins; Worchester "Econ-O-Mixer; O.I.C. "711-T"; or Approved.
3. Valve Boxes:  
Cast iron slip type valve box, Rich No. 920-1 locking cover, No. 920-925 top section and 920-BS base section; or Approved.
4. Vacuum Breaker:  
Atmospheric type, H.G. Gee Co. No. 305; or Approved.

SECTION 15A  
MECHANICAL WORK

15A-3      WADING POOL WATER SUPPLY      CONT'D

B. EXECUTION

Install pipe, valves, vacuum breaker, and related equipment as indicated on Drawings and in accordance with applicable codes and regulations.

Fittings and joints shall be primed and taped with Scotchwrap No. 51, or Approved, using half overlap. Priming in accordance with manufacturer's recommendations.

End of Section 15A



SECTION 1A  
STATEMENT OF WORK

The General Conditions, Parts I, II and III, Special Conditions and Division 1, General Requirements are part of the requirements of this Section as fully as if repeated herein.

1A-1 WORK INCLUDED

Refer to Section 1B, Base Bid & Alternates.

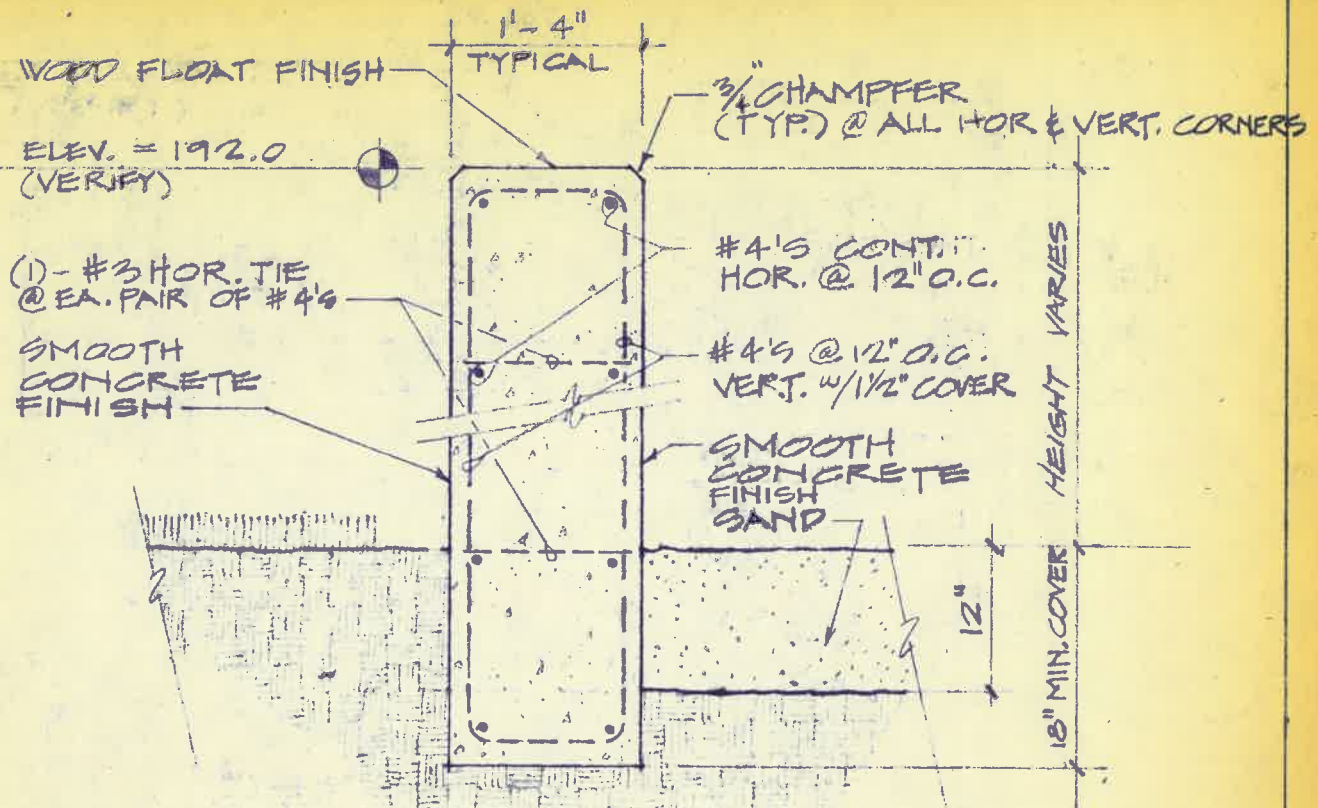
1A-2 WORK BY OTHERS

None anticipated.

1A-3 SEQUENCE OF WORK

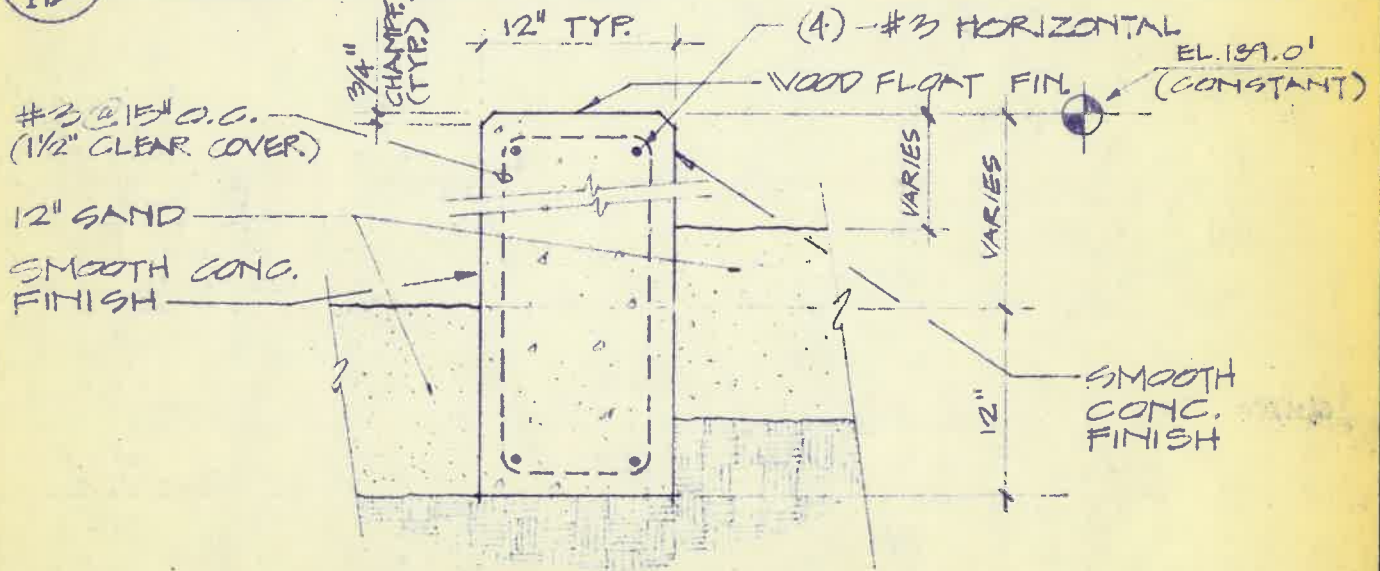
Work sequence may proceed at Contractor's option.

End of Section 1A



# 1 10 FREE-STANDING WALL DETAILS

SCALE - 3/4" = 1'-0"



# 2 10 STEP/SEAT/WALL DETAIL

SCALE - 1" = 1'-0"

IRVING PARK IMPROVEMENT PHASE I-A

## PORTLAND DEVELOPMENT COMMISSION

1700 SW FOURTH, PORTLAND, OREGON

PROJECT ENG.  
EXECUTIVE DIR.

JIM ROBERTSON  
JOHN KENWARD

MITCHELL / McARTHUR / GARDNER / O'KANE /

ASSOCIATES

PLANNING / LANDSCAPE ARCHITECTURE

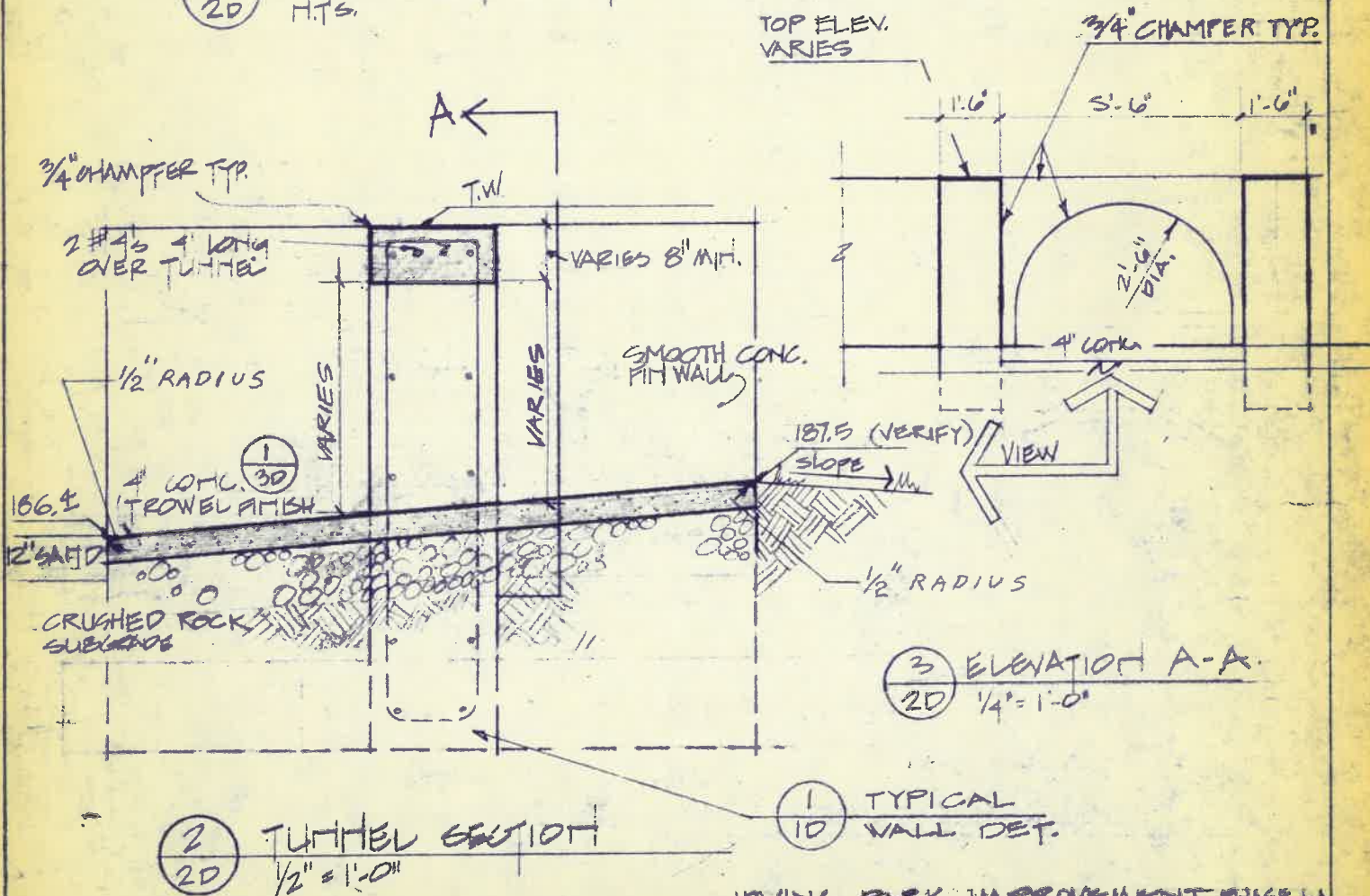
813 SW ALDER STREET,

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6/12/72

10





IRVING PARK IMPROVEMENT PHASE I-A

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**JIM ROBERTSON**

**JOHN KENWARD**

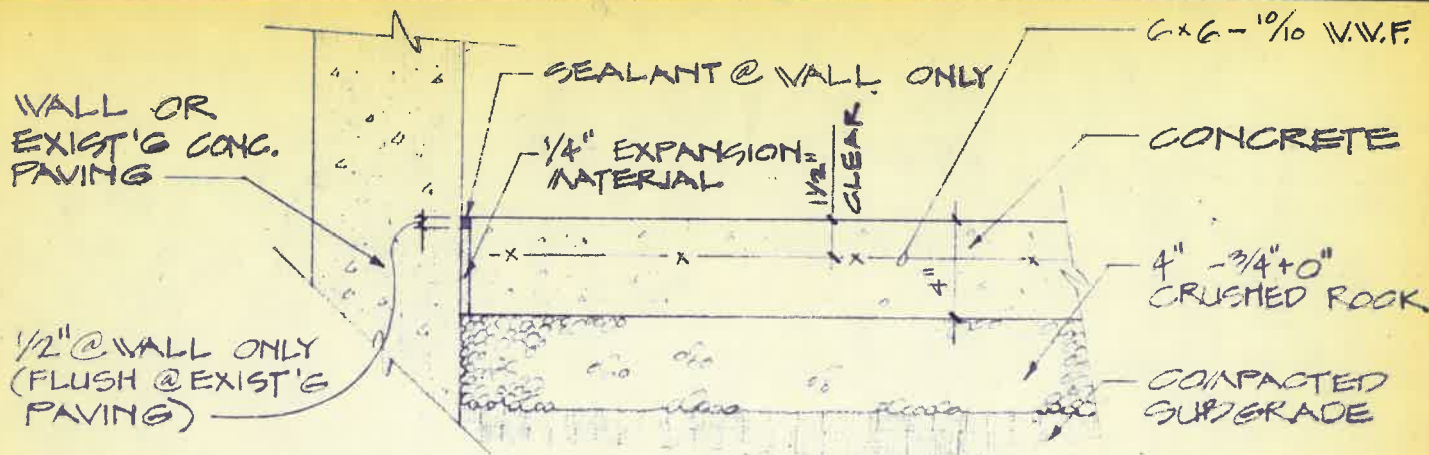
## ASSOCIATES

PORTLAND, OREGON

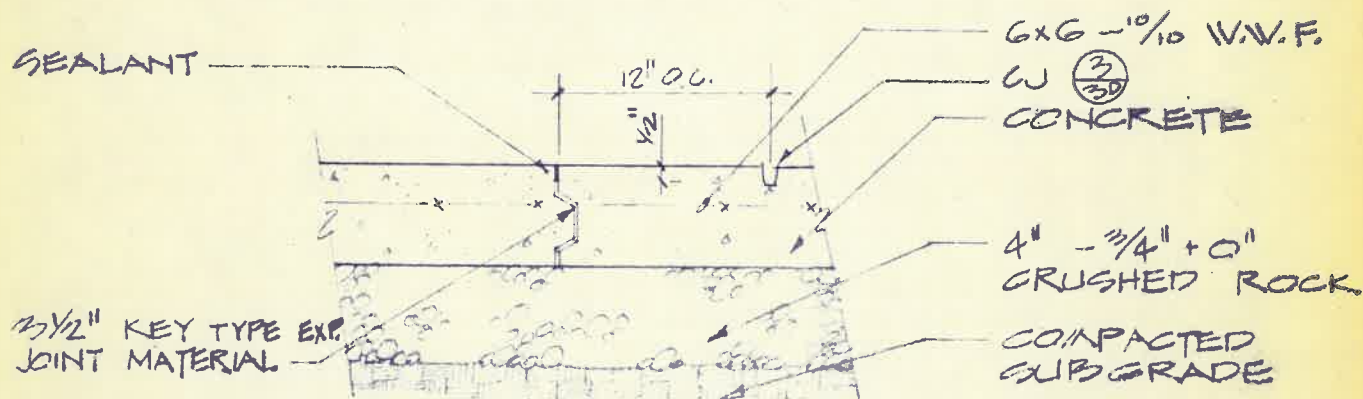
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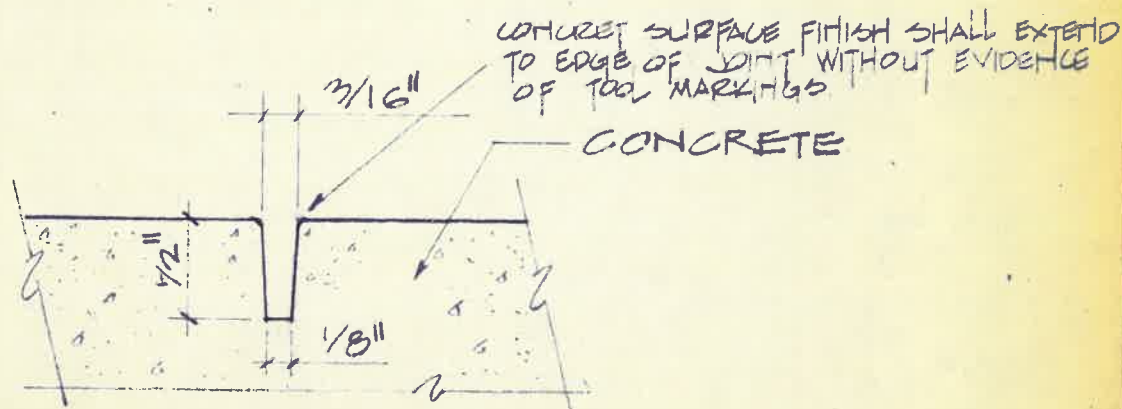




1  
3D  
TYPICAL CONCRETE PAVING @  
TOT PLAY AREA  
SCALE - 1/2" = 1'-0"



2  
3D  
TYPICAL CONG. PAVING EXPANSION/CONST.  
JOINT @ TOT PLAY AREA  
SCALE - 1/2" = 1'-0"



3  
3D  
TYPICAL CONTROL JOINT  
SCALE - ACTUAL SIZE

IRVING PARK IMPROVEMENT PHASE I-A

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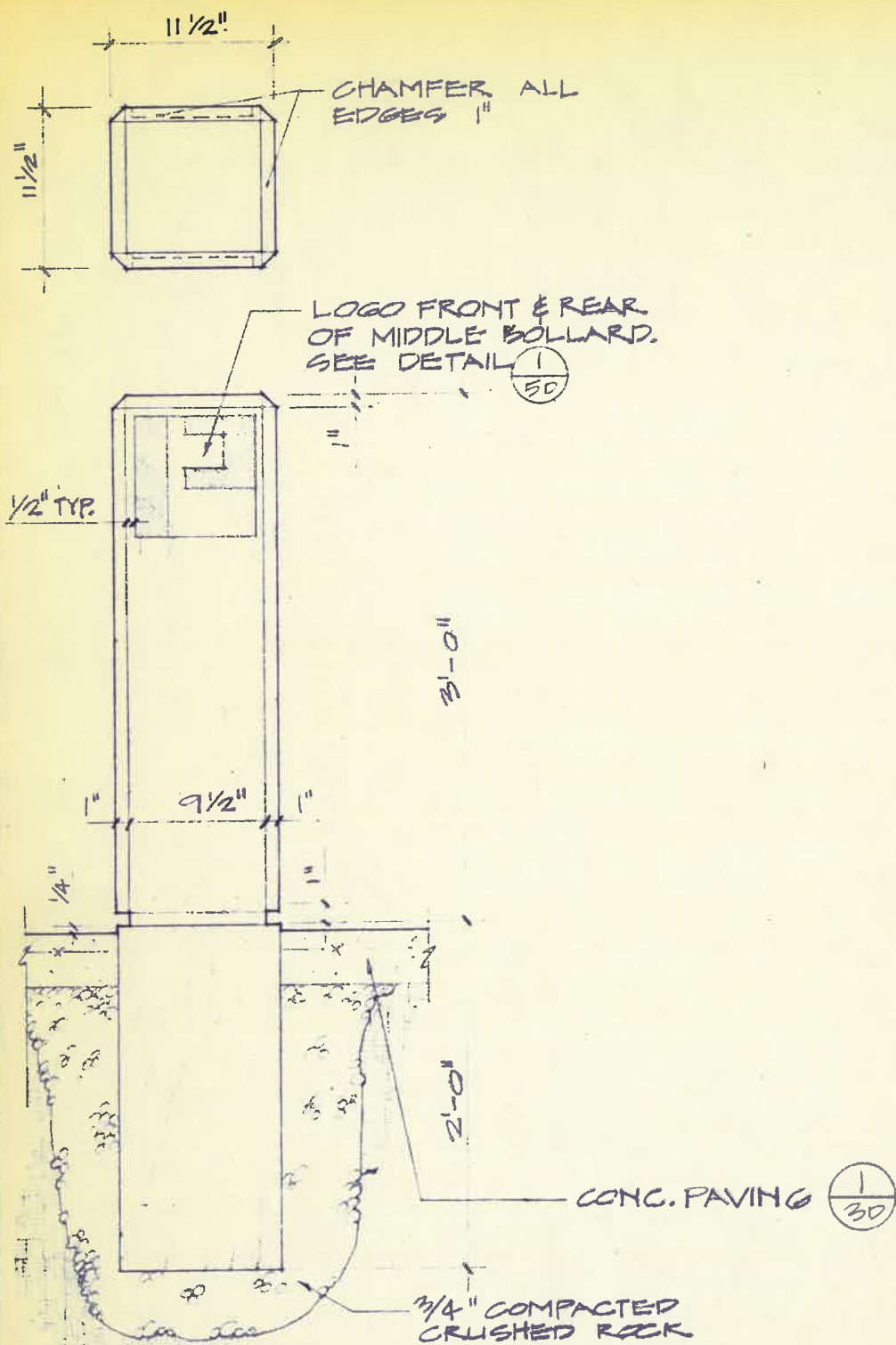
813 SW ALDER STREET,

PORTLAND, OREGON

6/22/72

3D





(1/40) BOLLARD DETAIL  
SCALE - 1" = 1'-0"

IRVING PARK IMPROVEMENT PHASE 1A

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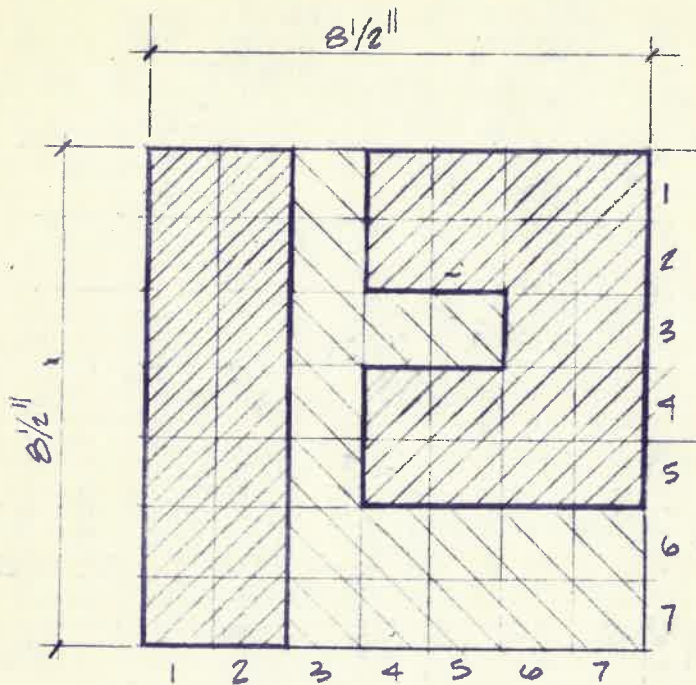
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ASSOCIATES  
PORTLAND, OREGON

6/22/72

40



BACKGROUND - ROUT  $\frac{3}{4}$ " DEEP  
PAINT ORANGE



LETTERS - ROUT  $\frac{1}{4}$ " DEEP  
PAINT PURPLE

LOGO TO APPEAR ON ALL ENTRY SIGNS PLUS BOWARDS  
- ADDITIONAL LOCATIONS AS DIRECTED.



LOGO  
HTS.

IRVING PARK IMPROVEMENT PHASE 1A

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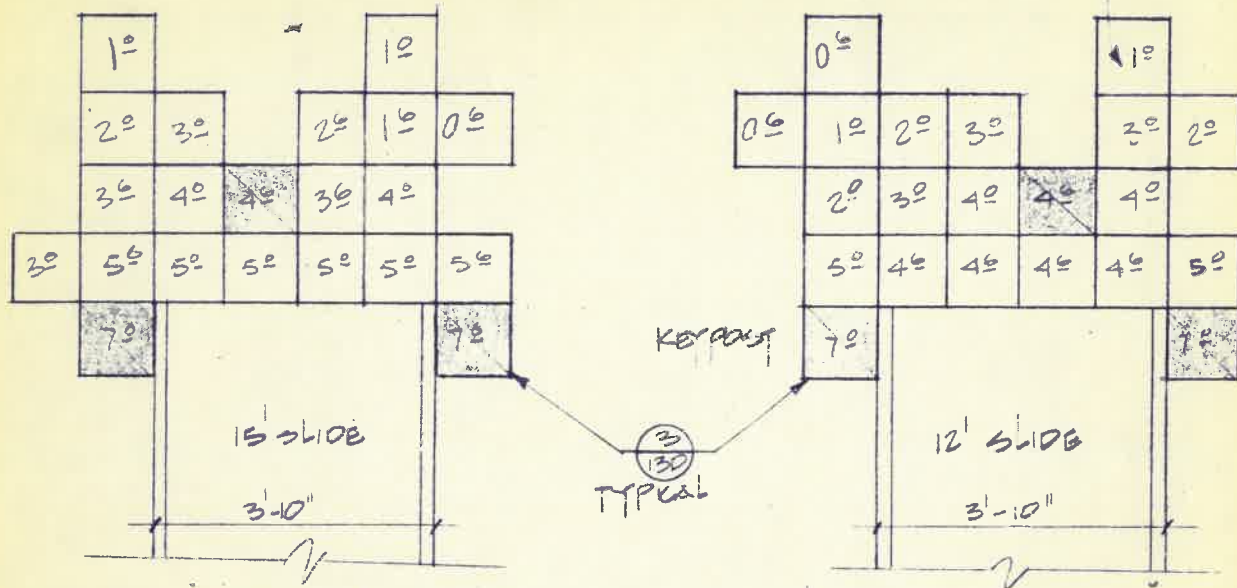
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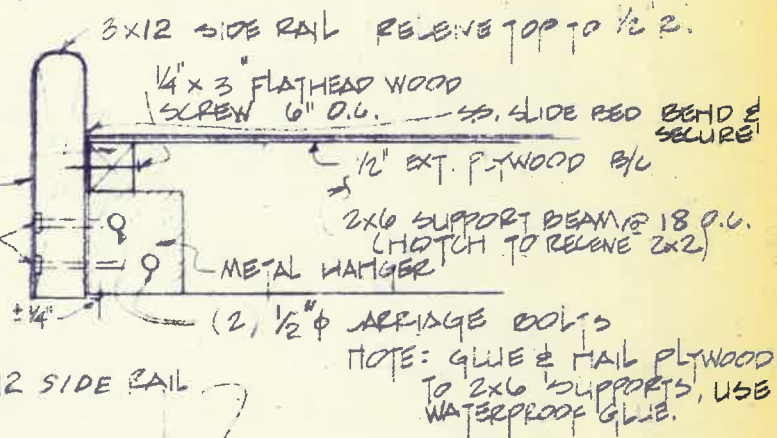
12 INDICATES  
HEIGHT OF POST  
ABOVE GROUND



POST LAYOUT FOR SLIDES  
3/8" x 1'-0"

SECTION 1  
1/2" = 1'-0"

2x2  
EPOXY COATING  
ON SIDE RAIL  
(2) 1/2"  $\phi$  GALV.  
LAG BOLTS



4x6 TRIM TO FIT  
ANGLE OF SLIDE

12x12 POST  
NOM.

5/8"  $\phi$  x 10"  
GALV. LAG BOLTS  
(1 EA. PER POST)

3x12 SIDE RAIL

SLIDE

2x6 SUPPORT

TRIM TO FIT  
12x12 POST  
NOM.

5/8"  $\phi$  x 8"  
GALV. LAG BOLTS  
(2 PER POST)

SLIDE ATTACHMENT DETAILS  
1" = 1'-0"

IRVING PARK IMPROVEMENT PHASE IIA

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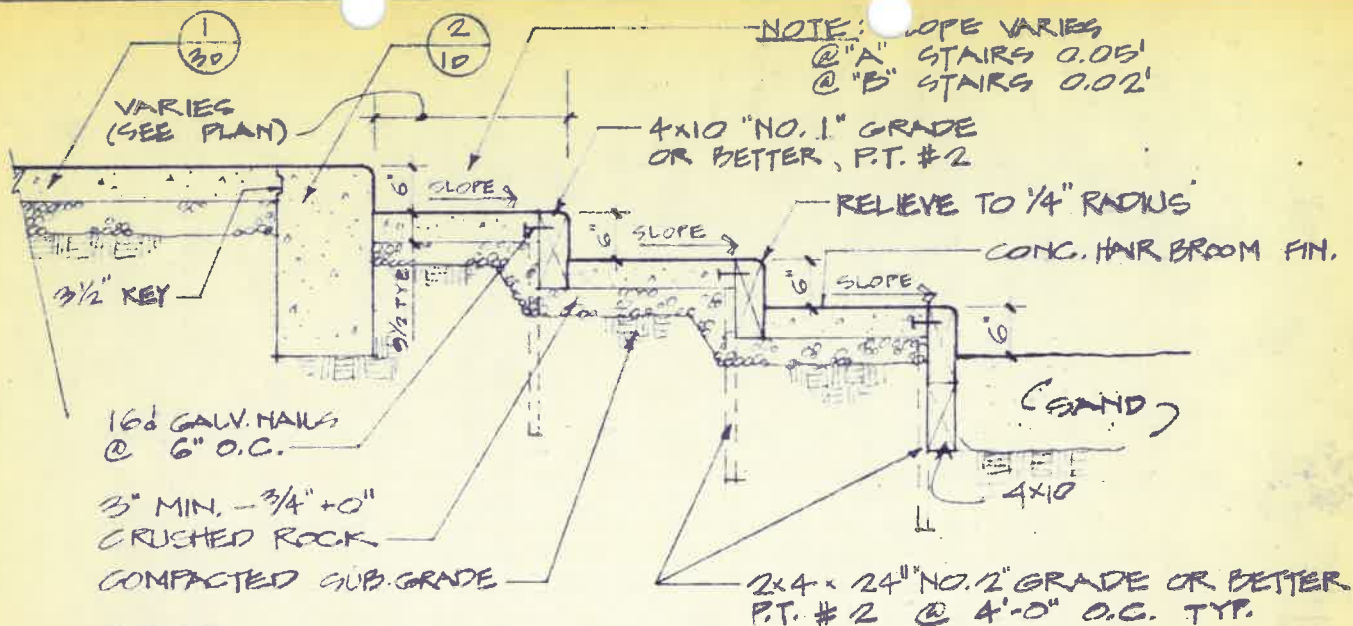
PLANNING / LANDSCAPE ARCHITECTURE

813 SW ALDER STREET, PORTLAND, OREGON

6-22-72

7D



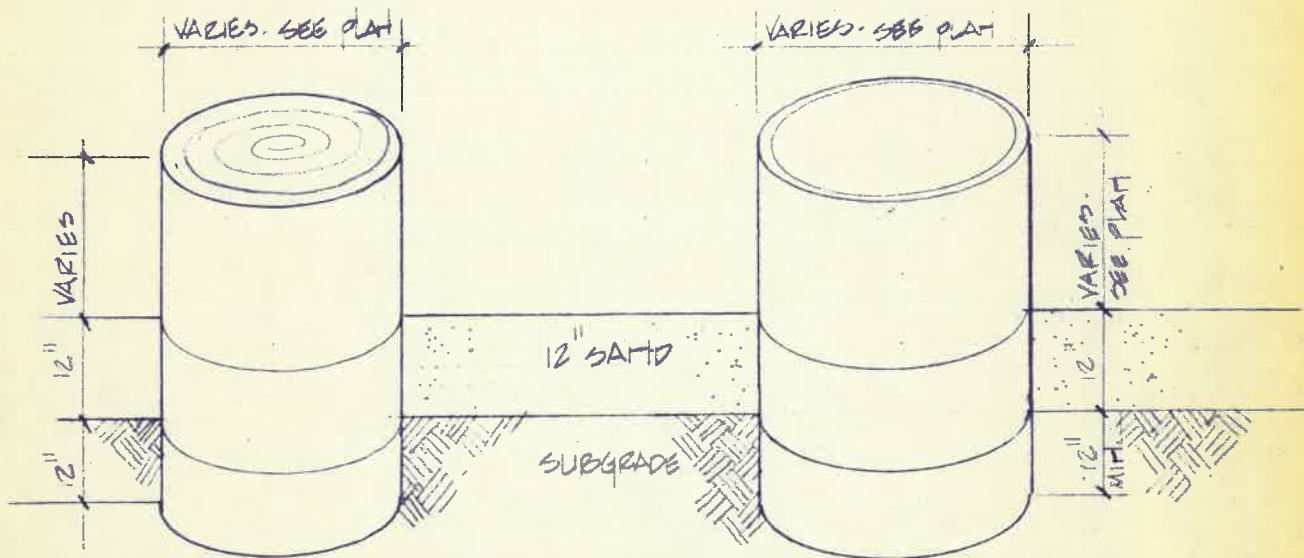


NOTE:

REFER TO PLAN FOR  
REQ'D. NO. OF RISERS

# 1 STEP DETAIL @ TOT PLAY AREA

SCALE - 1/2" = 1'-0"



## 2 LOG INSTALLATION

APPROX. 1/2" = 1'-0"

## 3 CONC. PIPE INSTALLATION

APPROX. 1/2" = 1'-0"

IRVING PARK IMPROVEMENT PHASE 1A

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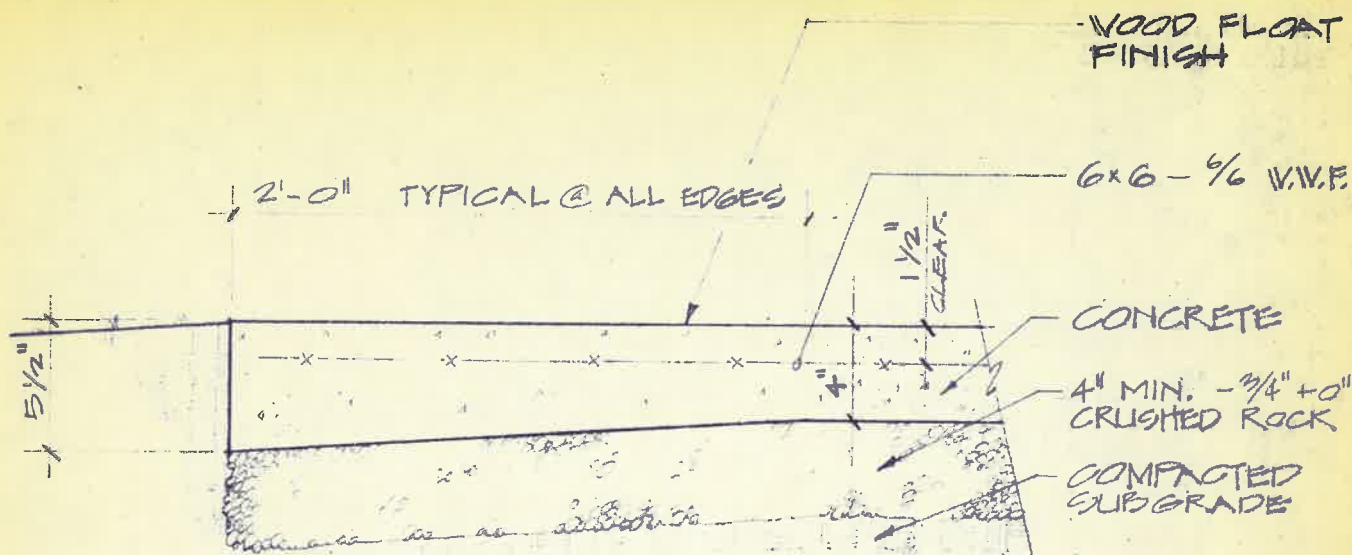
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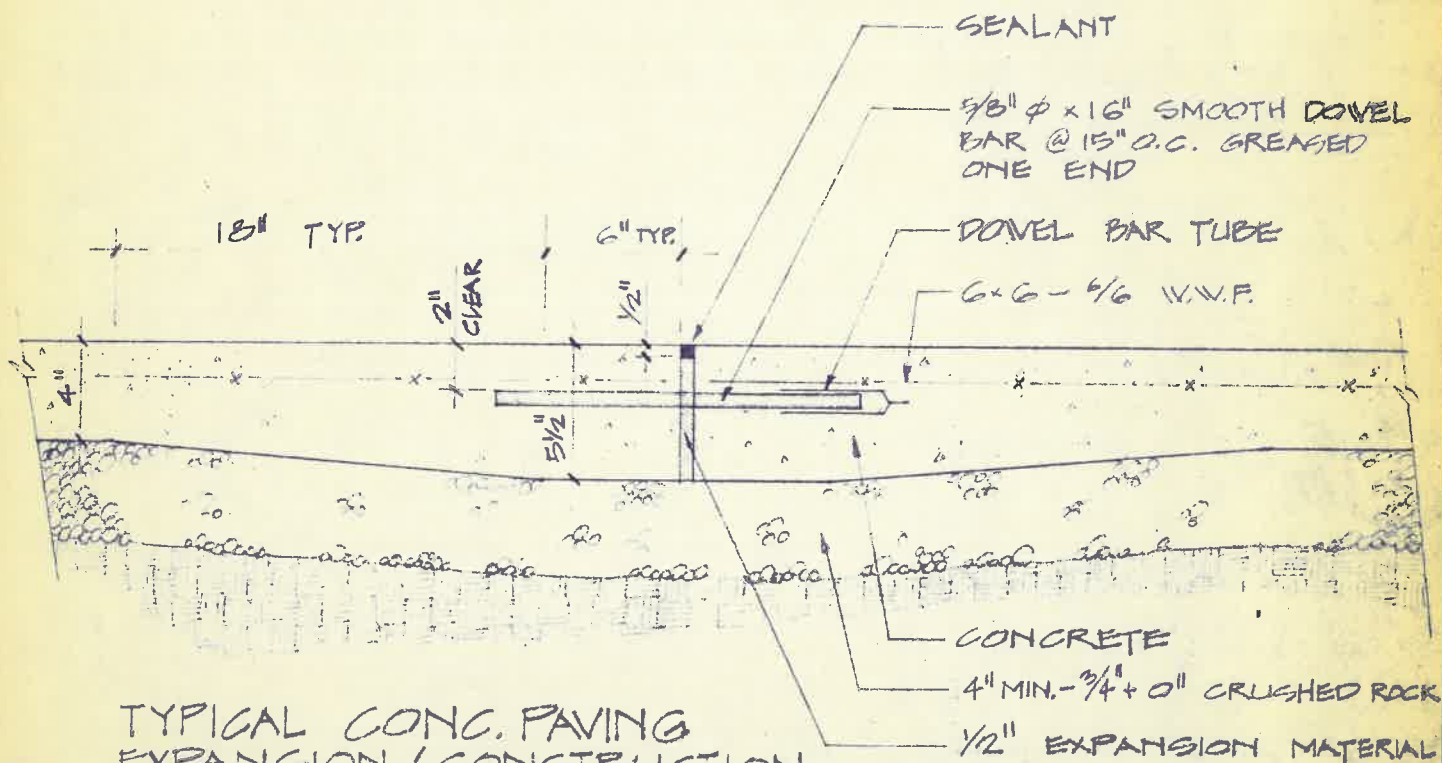
PORTLAND, OREGON

6/12/74

SD



1  
90  
TYPICAL CONCRETE PAVING @  
BASKETBALL COURTS  
SCALE - 1/2" = 1'-0"



2  
90  
TYPICAL CONC. PAVING  
EXPANSION / CONSTRUCTION  
JOINT @ BASKETBALL COURTS

SCALE - 1/2" = 1'-0"

IRVING PARK IMPROVEMENT PHASE 1A

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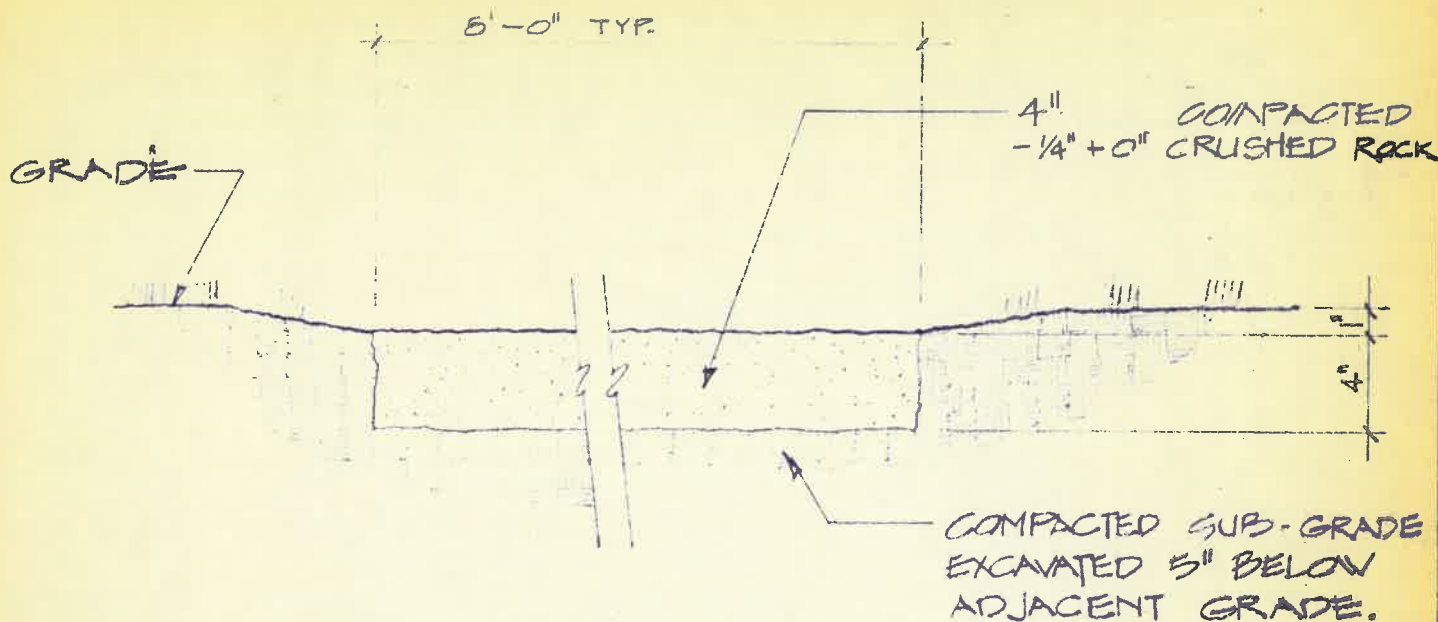
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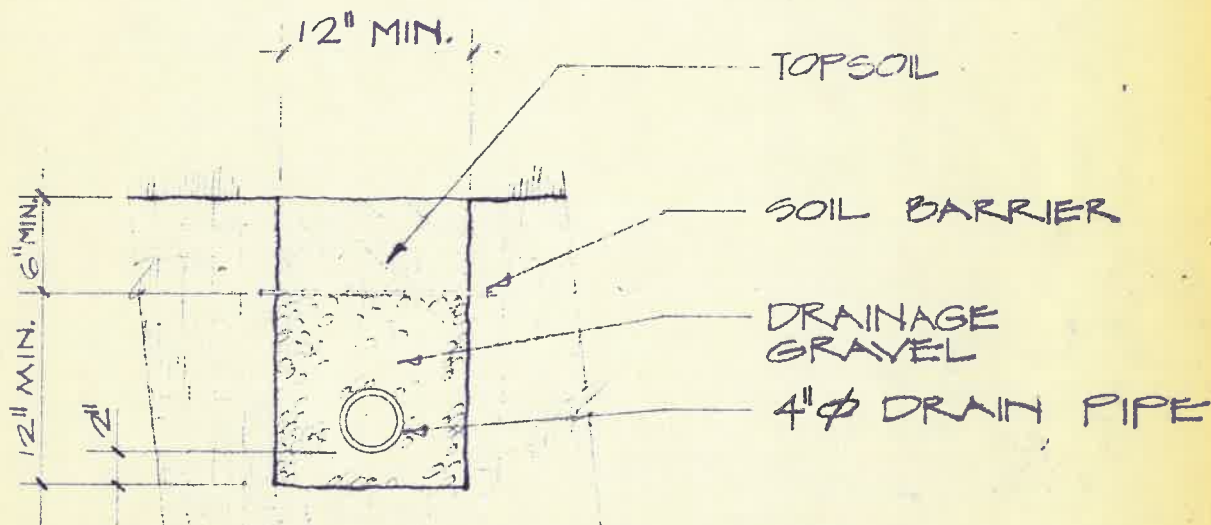
6/22/72

90





1 CRUSHED ROCK WALK  
 100 SCALE - 1/2" = 1'-0"



2 SUB-DRAINAGE DETAIL  
 100 SCALE - 1" = 1'-0"

IRVING PARK IMPROVEMENT PHASE 1A

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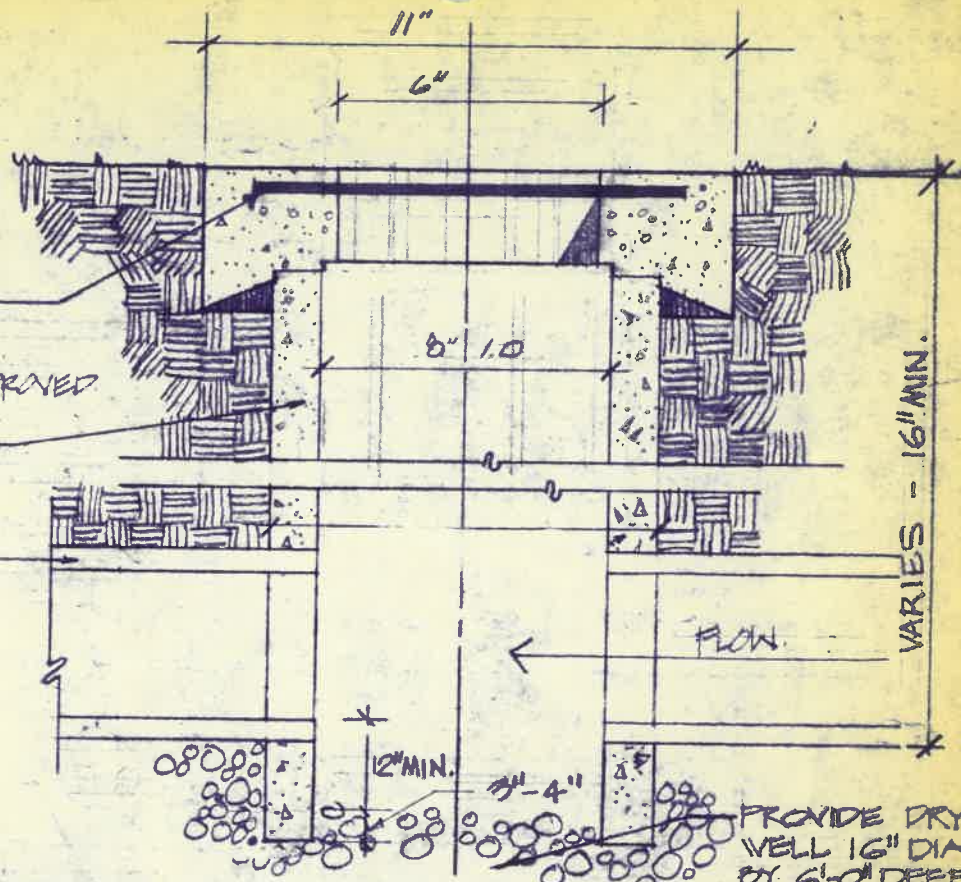
100



PRECAST  
CONC. CATCH BASIN  
COVER 1/1 HOT DIP  
GALV. 3/4" EXPANDED  
METAL GRATE  
MANUFACTURED BY:  
BROOKS CONC. PIPE CO.  
PORTLAND, ORE./OR APPROVED

8" TRANSITE PIPE  
SAW CUT TO REQ'D.  
LENGTHS

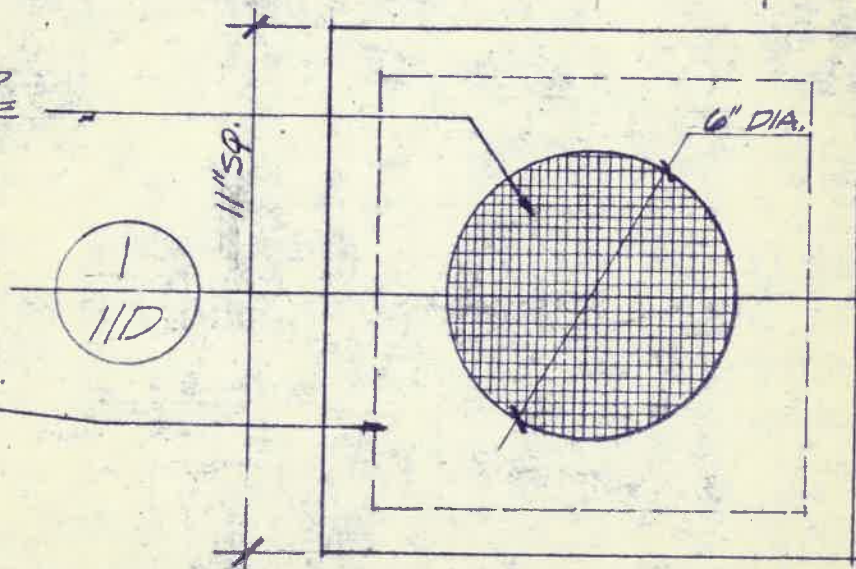
4" DRAIN PIPE



1/1 OF TYPICAL CATCH BASIN/DRY WELL  
SCALE 1" = 4"

PROVIDE DRY  
WELL 16" DIA.  
BY 6'-0" DEEP  
FILLED 3/4" DRAIN-  
AGE GRAVEL  
@ BASE OF EA.  
CATCH BASIN.

3/4" EXPANDED  
METAL GRATE



PRECAST CONC.  
C.B. COVER



PLAN OF CATCH BASIN/DRY WELL

IRVING PARK IMPROVEMENT PHASE 1A

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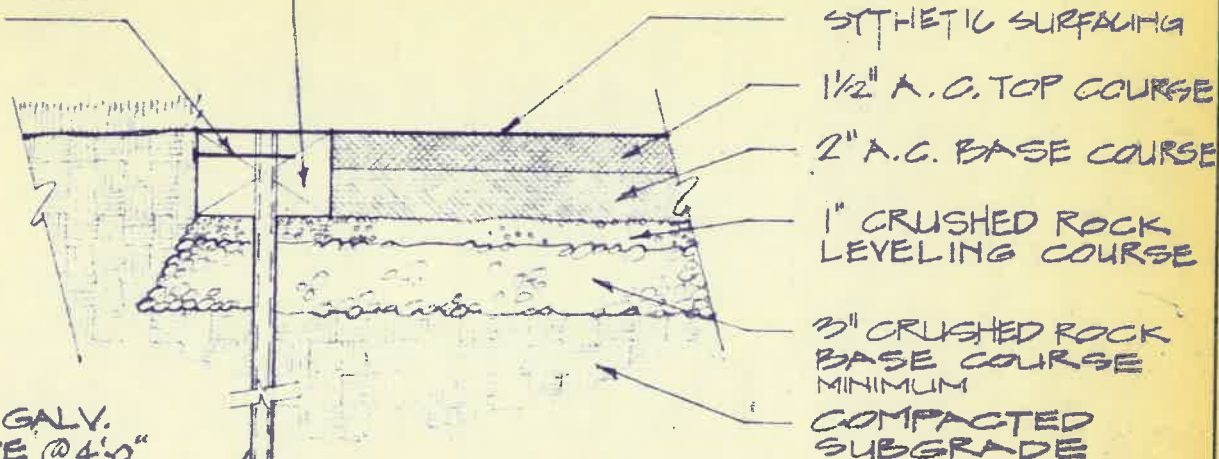
11D



4x6 NO. 1" GRADE  
OR BETTER, P.T. #2  
TYP. @ ALL EDGES

20d GALV. NAIL  
(DRILL WOOD  
& PIPE)

1"Ø x 36" GALV.  
STEEL PIPE @ 4'-0"  
O.C. MAX & 1/2"  
FROM END OF EA.  
PIECE OF LUMBER  
DRIVEN FLUSH w/  
HEADER

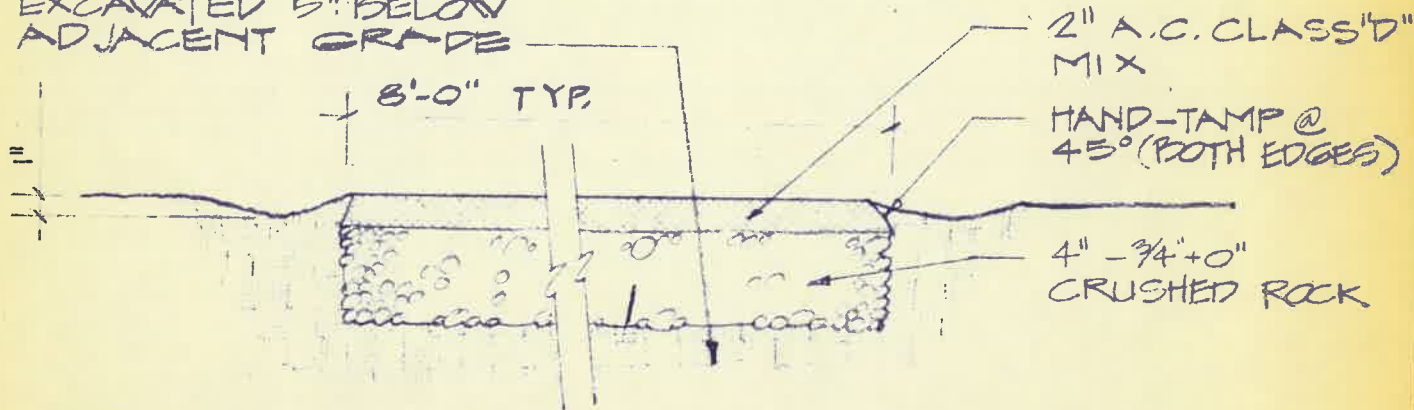


## ASPHALTIC CONCRETE PAVING & HEADER BOARD @ BASKETBALL COURTS

1  
120

SCALE - 1/2" = 1'-0"

COMPACTED SUBGRADE  
EXCAVATED 5" BELOW  
ADJACENT GRADE



2  
120

## ASPHALTIC CONC. WALK

SCALE - 1/2" = 1'-0"

## ALTERNATE DETAILS

IRVING PARK  
IMPROVEMENT PHASE 1A

### PORTLAND DEVELOPMENT COMMISSION

1700 SW FOURTH, PORTLAND, OREGON

MITCHELL / McARTHUR / GARDNER / O'KANE

PLANNING / LANDSCAPE ARCHITECTURE

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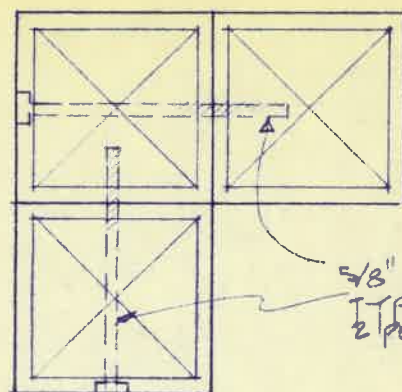
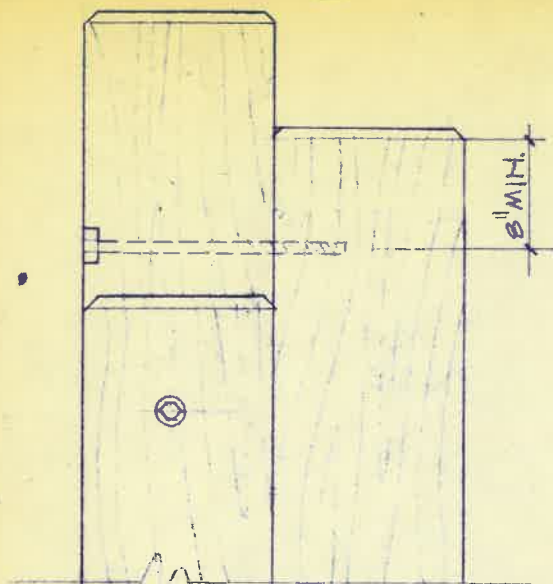
813 SW ALDER STREET,

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ASSOCIATES

PORTLAND, OREGON

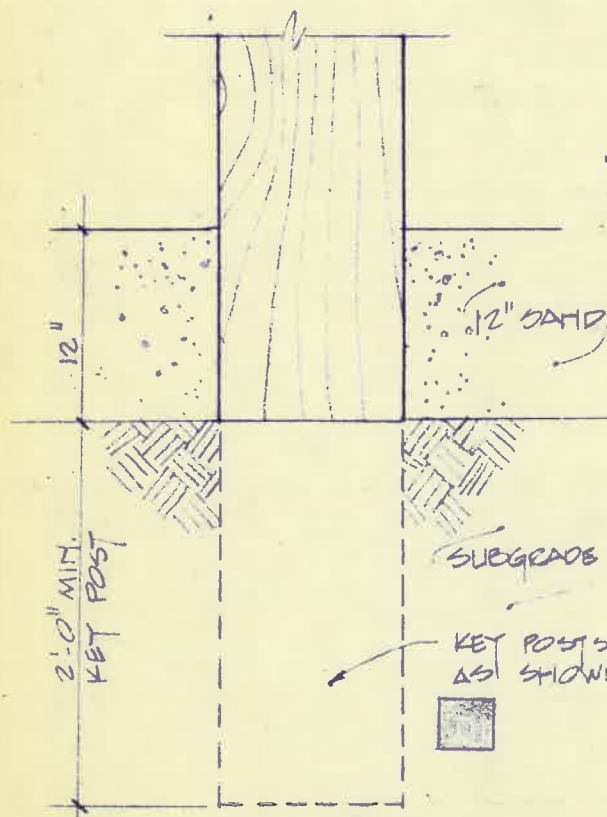
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120

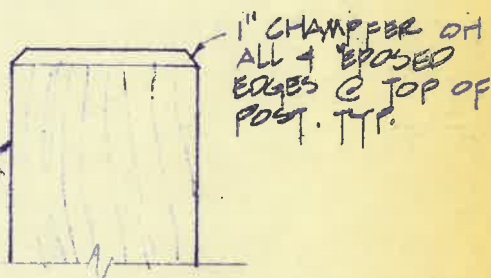


COUNTER SINK LAG BOLT

① TYP. CONNECTION DETAIL  
1" = 1'-0"



5/16" R. ON ALL VERTICAL EDGES



② TYP. POST TOP  
1" = 1'-0"

③ TYP. POST FOOTING  
1" = 1'-0"

IRVING PARK IMPROVEMENT PHASE 1A

# PORTLAND DEVELOPMENT COMMISSION

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PORTLAND, OREGON

6-22-72

130



# SPECIFICATIONS

OFFICE COPY



## IRVING PARK

IMPROVEMENT  
PHASE 2

IRVINGTON NEIGHBORHOOD DEVELOPMENT PROGRAM  
PORTLAND, OREGON ORE·A·S·2

TO: All prime contract bidders and contract document holders of record.

IRVING PARK IMPROVEMENT PHASE 2  
IRVINGTON NEIGHBORHOOD DEVELOPMENT PROGRAM  
ORE. A-5-2  
Portland, Oregon

Bid: 2:00 P.M., July 20, 1972

ADDENDUM NO. 1, July 14, 1972, p. 1 of 1

Acknowledge receipt of this Addendum by inserting its number in the Bid Form. Failure to do so may subject bidder to disqualification. This Addendum forms a part of the Contract Documents. It modifies them as follows:

TECHNICAL SPECIFICATIONS

1. Section 2G, paragraph 2G-2,C. FABRIC, p. 109.

The words "1-3/4-inch mesh, No. 11 gauge wire;" are deleted and replaced with "2-inch mesh, No 9 gauge wire;".

2. Section 2H, paragraph 2H-3,C. SEEDED LAWNS, p. 113

In sub-paragraph (1) the words "2-inchs of textural soil amendment." are deleted.

DRAWINGS

3. Sheet No. 2, Dimension, Reference, and Details.

a. Clarification: At detail 1/2 Bench Detail & Plan the painting note refers only to painting requirements for the bench metal work and does not apply to the backstop fencing.

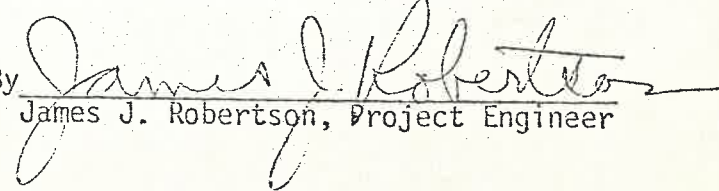
b. At the painting not referred to in 3,a. above the word, "Gloso" is deleted and replaced with "Gloss".

4. Sheet No. 3, Grading, Drainage, and Details.

Sheet No. 3 dated 6/26/72 is deleted and replaced with sheet No. 3R dated 7/14/72. The revised drawing shows changes in the ball-field grading and sub drainage system.

PORTLAND DEVELOPMENT COMMISSION

Date July 14, 1972

By   
James J. Robertson, Project Engineer

SET # 16

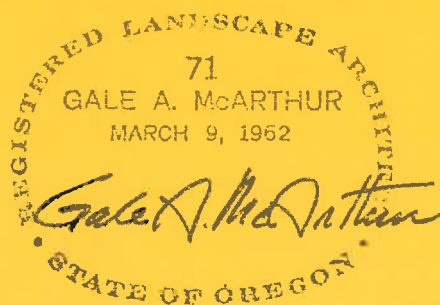


CONTRACT DOCUMENTS

FOR

IRVING PARK Improvements, Phase 2  
IRVINGTON NEIGHBORHOOD DEVELOPMENT PROGRAM  
ORE. A-5-2  
PORTLAND DEVELOPMENT COMMISSION  
PORTLAND, OREGON

MITCHELL/MCARTHUR/GARDNER/O'KANE/ASSOCIATES  
Planning/Landscape Architecture  
813 S. W. Alder  
Portland, Oregon 97205  
227-2601



SET NO. 16

## TABLE OF CONTENTS

<u>INSTRUCTIONS AND FORMS</u>	Page No.
DIVISION A INVITATION FOR BIDS-----	1
DIVISION B INSTRUCTIONS TO BIDDERS-----	3
1. Use of Separate Bid Forms-----	3
2. Interpretations or Addenda-----	3
3. Inspection of Site-----	3
4. Alternative Bids-----	4
5. Bids-----	4
6. Bid Guaranty-----	5
7. Collusive Agreements-----	5
8. Corrections-----	6
9. Time for Receiving Bids-----	6
10. Opening of Bids-----	6
11. Withdrawal of Bids-----	6
12. Award of Contract: Rejection of Bids-----	7
13. Execution of Agreement: Performance and Payment Bond-----	7
14. Wages and Salaries-----	8
15. Prequalification-----	8
16. Subcontractor List-----	9
17. Equal Employment Opportunity-----	9
18. Substitutions-----	9
19. Pre-Construction Conference Relating to Affirmative Action Program for Equal Employment Opportunity-----	10
DIVISION C BID FORM-----	12
DIVISION D FORM OF NON COLLUSION AFFIDAVIT OF PRIME BIDDERS-----	16
DIVISION E FORM OF BID BOND-----	17
DIVISION G FORM OF AGREEMENT-----	19
DIVISION H FORM OF PERFORMANCE AND PAYMENT BOND-----	21
 <u>GENERAL SPECIFICATIONS</u>	
DIVISION I GENERAL CONDITIONS, PART I-----	24
101. Definitions-----	24
102. Superintendence by Contractor-----	26
103. Subcontracts-----	26
104. Other Contracts-----	28
105. Fitting and Coordination of the Work-----	28



106.	Mutual Responsibility of Contractors-----	28
107.	Progress Schedule-----	29
108.	Payments to Contractor-----	30
109.	Changes in the Work-----	32
110.	Claims for Extra Cost-----	33
111.	Termination: Delays: and Liquidated Damages: -----	34
112.	Assignment or Novation-----	36
113.	Disputes-----	36
114.	Technical Specifications and Drawings-----	37
115.	Shop Drawings-----	37
116.	Requests for Supplementary Information-----	38
117.	Materials and Workmanship-----	38
118.	Samples, Certificates and Tests-----	39
119.	Permits and Codes-----	40
120.	Care of Work-----	42
121.	Accident Prevention-----	43
122.	Sanitary Facilities-----	43
123.	Use of Premises-----	44
124.	Removal of Debris, Cleaning, etc.-----	44
125.	Inspection-----	44
126.	Review by Local Public Agency-----	46
127.	Final Inspection-----	46
128.	Deduction for Uncorrected Work-----	46
129.	Insurance-----	47
130.	Patents-----	48
131.	Warranty of Title-----	48
132.	General Guaranty-----	49
133.	Responsibility of Contractor-----	49
134.	Communications-----	49
135.	Interpretation of Specifications-----	50
136.	Control of Project-----	50

DIVISION J      GENERAL CONDITIONS, PART II-----52  
(Federal Labor-Standards Provisions)

201.	The Project to Which the Work Covered by this Contract Pertains----	52
202.	Defined Terms-----	52
203.	Minimum Salary Rates for Architects, Technical----- Engineers, Draftsmen and Technicians	52
204.	Minimum Wage Rates for Laborers and Mechanics-----	55
205.	Underpayments of Wages or Salaries-----	61
206.	Fringe Benefits as Part of Wages-----	61
207.	Contract Work Hours Standards Act-Overtime Compensation-----	61
208.	Employment of Apprentices-----	62
209.	Contractor's Certificates-----	63
210.	Equal Employment Opportunity-----	63
211.	Employment of Certain Persons Prohibited-----	65
212.	Regulations Pursuant to So-Called "Anti-Kickback Act"-----	65
213.	Employment of Laborers or Mechanics Not Listed in Aforesaid Wage Determination Decision-----	65
214.	Fringe Benefits Not Expressed as Hourly Wage Rates-----	65
215.	Posting Wage Determination Decisions and Authorized Wage-----	66

216.	Complaints, Etc., by Employees-----	66
217.	Claims and Disputes Pertaining to Salary Rates for Technical Employees-----	66
218.	Claims and Disputes Pertaining to Wage Rates for Laborers and Mechanics-----	66
219.	Questions Concerning Certain Federal Statutes and Regulations-----	67
220.	Payrolls and Basic Payroll Records of the Contractor and Subcontractors-----	67
221.	Specific Coverage of Certain Types of Work by Employees-----	68
222.	Ineligible Subcontractors-----	68
223.	Interest of Certain Federal and Other Officials-----	68
224.	Provisions to be Included in Certain Subcontracts-----	69
225.	Breach of Foregoing Federal Labor-Standards Provisions-----	69
DIVISION K. ATTACHMENT TO PART II OF GENERAL CONDITIONS-----		70
(“Anti-Kickback Act”)		
3.1.	Purpose and Scope-----	71
3.2.	Definitions-----	72
3.3.	Weekly statement with respect to payment of wages-----	72
3.4.	Submission of weekly statements and the preservations and inspection of weekly payroll records-----	74
3.5.	Payroll deductions permissible without application to or approval of the Secretary of Labor-----	75
3.6.	Payroll deductions permissible with the approval of the Secretary of Labor-----	76
3.7.	Applications for the approval of the Secretary of Labor-----	76
3.8.	Action by the Secretary of Labor upon applications-----	76
3.9.	Prohibited payroll deductions-----	76
3.10.	Methods of payment of wages-----	77
3.11.	Regulations part of contract-----	77
DIVISION L GENERAL CONDITIONS, PART III		
(Non-Federal Labor-Standard Provisions)		78
301.	General Provisions-----	78
302.	Other Stipulations-----	78
303.	Minimum Hourly Rate of Wage-----	79
304.	Payment for Medical Care & Attention to Employees-----	79
DIVISION M SPECIAL CONDITIONS		
401.	Project Site-----	80
402.	Time for Completions-----	80
403.	Liquidated Damages-----	80
404.	Partial Use of Site Improvements-----	80
405.	Contract Documents & Drawings-----	81
406.	Division, Section & Paragraph Numbering-----	81
407.	Specifications-----	81
408.	Number of Specified Items Required-----	81
409.	Abbreviations-----	82
410.	Standard Specifications-----	83



411.	Not Used-----	83
412.	Lines & Levels-----	83
413.	Storage of Materials-----	83
414.	Not Used-----	
415.	Project Record Documents-----	84
416.	Owner's Maintenance Brochure-----	85
417.	Repair of Existing Material-----	85
418.	Defective & Damaged Work-----	85
419.	Cutting & Patching-----	85
420.	Vehicular Traffic Control-----	86
421.	Certificates of Compliance-----	86
422.	Existing Underground Utilities-----	87
423.	Permits-----	87
424.	Character of Workmen & Equipment-----	88
425.	Cooperation of Contractor-----	88
426.	Measurements-----	89
427.	Vandalism & Theft-----	89
DIVISION N SCHEDULE OF DRAWINGS-----		90

## TECHNICAL SPECIFICATIONS

### DIVISION I - GENERAL REQUIREMENTS

Section 1A	Statement of Work-----	91
Section 1B	Base Bid & Alternates-----	92
Section 1C	Temporary Facilities-----	93
Section 1D	Inspection and Tests-----	96

### DIVISION 2 - SITEWORK

Section 2C	Demolition-----	98
Section 2D	Earthwork-----	100
Section 2F	Site Drainage-----	106
Section 2G	Backstop Fencing-----	108
Section 2H	Lawns-----	111
Section 2K	Not Used-----	
Section 2L	Not Used-----	
Section 2M	Miscellaneous Site Improvements & Specialties-----	116

### DIVISION 3 - CONCRETE

Section 3A	Concrete Formwork-----	118
Section 3B	Not Used-----	
Section 3C	Concrete Reinforcement-----	120
Section 3D	Cast-in-Place Concrete-----	121
Section 3G	Not Used-----	

### DIVISION 5 - METALS

Section 5F	Miscellaneous Metal-----	126
------------	--------------------------	-----

### DIVISION 6 - CARPENTRY

Section 6H	Wood Treatment-----	128
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**DIVISION A**  
**INVITATION FOR BIDS**

The PORTLAND DEVELOPMENT COMMISSION will receive sealed Bids for IRVING PARK Improvements, Phase 2 until 2:00 P.M., Pacific Daylight Time, on the 20th Day of July, 1972, at 1700 S.W. Fourth Avenue, Portland, Oregon 97201, at which time and place all Bids will be publicly opened and read aloud.

The work includes demolition, earthwork, site drainage, baseball backstops, lawn, wood retaining wall, concrete, and related improvements within the existing 16 acre park.

Contract Documents, including Drawings and Specifications, are on file at the office of the PORTLAND DEVELOPMENT COMMISSION, at 1700 S.W. Fourth Avenue, Portland, Oregon, the Builders Exchange Cooperative, the Plan Center and the office of Mitchell/McArthur/Gardner/O'Kane/Associates, 813 S.W. Alder, Portland, Oregon 97205.

Copies of the Contract Documents may be obtained by Prime Bidders only at the PORTLAND DEVELOPMENT COMMISSION, by depositing \$50.00 for two sets of documents so obtained. Each such deposit will be refunded if the Drawings and Contract Documents are returned in good conditions within ten (10) days after the Bid Opening.

A certified check or bank draft, payable to the order of the PORTLAND DEVELOPMENT COMMISSION, Negotiable U.S. Government bonds (at par value), or a satisfactory Bid Bond executed by the Bidder and an acceptable surety in an amount equal to ten percent (10%) of the total Bid, shall be submitted with each Bid.

Attention is called to the fact that no less than the minimum salaries and wages as set forth in the Contract Documents must be paid on this project, and that the Contractor must ensure that employees and applicants for employment are not discriminated against because of their race, creed, color, sex, or national origin.

Attention is called to provisions of Oregon Revised Statutes, Chapter 279, providing for prequalification. The qualification required for Bidders on this Contract shall be the regular City of Portland Prequalification Statement. The Bidders Prequalification Statement must be filed with the City Engineer not later than ten (10) days prior to the Bid Opening time.

Pursuant to Executive Order 11246, as amended, on Equal Employment Opportunity, a prime contractor and sub-contractor who sign a contract on a Federally-assisted construction project are required to take affirmative action toward equal employment opportunity and are required under certain conditions to present written Affirmative Action Programs. At preconstruction conferences, the successful bidder and his known principal sub-contractors shall be required to present and discuss the approach to be taken by the successful bidder and sub-contractors to implement the requirements of affirmative action for equal employment and training in accordance with Executive Order 11246, as amended.



DIVISION A  
INVITATION FOR BIDS

The PORTLAND DEVELOPMENT COMMISSION reserves the right to reject any or all Bids or to waive any informalities in the bidding.

Bids may be held by the PORTLAND DEVELOPMENT COMMISSION for a period not to exceed thirty (30) days from the date of the opening of Bids for the purpose of reviewing the Bids and investigating the qualifications of the Bidders prior to awarding the Contract.

PORTLAND DEVELOPMENT COMMISSION

By 

John B. Kenward, Executive Director

Date: June 30, 1972

DIVISION B  
INSTRUCTIONS TO BIDDERS

1. USE OF SEPARATE BID FORMS

These Contract Documents include a complete set of bidding and Contract forms which are for the convenience of bidders and not to be detached from the Contract Documents, filled out, or executed. Separate copies of Bid Forms are furnished for that purpose.

2. INTERPRETATIONS OR ADDENDA

No oral interpretation will be made to any Bidder as to the meaning of the Contract Documents or any part thereof. Every request for such an interpretation shall be made in writing to the Local Public Agency. Any inquiry received seven or more days prior to the date fixed for opening of bids will be given consideration. Every interpretation made to a Bidder will be in the form of an Addendum to the Contract Documents, and when issued, will be on file in the office of the Local Public Agency and the office of the Landscape Architect at least five days before Bids are opened. In addition, all Addenda will be mailed to each person holding Contract Documents, but it shall be the Bidder's responsibility to make the inquiry as to the Addenda issued. All such Addenda shall become part of the Contract and all Bidders shall be bound by such Addenda, whether or not received by the Bidders.

3. INSPECTION OF SITE

Each Bidder should visit the site of the proposed work and fully acquaint himself with the existing conditions there relating to construction and labor, and should fully inform himself as to the facilities involved, the difficulties and restrictions attending the performance of the Contract. The Bidder should thoroughly examine and familiarize himself with the Drawings, Technical Specifications, and all other Contract Documents. The Contractor by the execution of the Contract shall in no wise be relieved of any obligation under it due to his failure to receive or examine any form or legal instrument or to visit the site and acquaint himself with the conditions there existing and the Local Public Agency will be justified in rejecting any claim based on facts regarding which he should have been on notice as a result thereof.



DIVISION B  
INSTRUCTIONS TO BIDDERS

4. ALTERNATIVE BIDS

No alternative bids will be considered unless alternative bids are specifically requested by the Technical Specifications.

5. BIDS

- a. All Bids must be submitted on forms supplied by the Local Public Agency and shall be subject to all requirements of the Contract Documents, including the Drawings, and these INSTRUCTIONS TO BIDDERS. All Bids must be regular in every respect and no interlineations, excisions or special conditions shall be made or included in the Bid Form by the Bidder.
- b. Bid Documents including the Bid, the Bid Guaranty, the Non Collusion Affidavit and the Statement of Bidder's Qualifications (if requested) shall be enclosed in an envelope which shall be sealed and clearly labeled with the project title, project number, name of Bidder, and date and time of bid opening in order to guard against premature opening of the bid.
- c. The Local Public Agency may consider as irregular any Bid on which there is an alteration of or departure from the Bid Form hereto attached and at its option may reject the same.
- d. If the Contract is awarded, it will be awarded by the Local Public Agency to a responsible Bidder on the basis of the lowest Bid and the selected Alternative Bid items, if any. The Contract will require the completion of the work according to the Contract Documents.
- e. Each Bidder shall include in his bid proposal the following information:

Principals

Names  
Social Security Numbers  
Home Addresses  
City, State, Zip Code

Firm

Name  
Treasury Number  
Address  
City, State, Zip Code

DIVISION B  
INSTRUCTIONS TO BIDDERS

6. BID GUARANTY

- a. The Bid must be accompanied by a Bid guaranty which shall not be less than 10 percent (10%) of the amount of the Bid. At the option of the Bidder, the guaranty may be a certified check, bank draft, negotiable U. S. Government Bonds (at par value), or a bid bond in the form attached. The Bid bond shall be secured by a guaranty or a surety company listed in the latest issue of U. S. Treasury Circular 570. The amount of such Bid bond shall be within the maximum amount specified for such Company in said Circular 570. No Bid will be considered unless it is accompanied by the required guaranty. Certified check or bank draft must be made payable to the order of the Portland Development Commission. Cash deposits will not be accepted. The Bid guaranty shall insure the execution of the Agreement and the furnishing of the surety bond or bonds by the successful Bidder, all as required by the Contract Documents.
- b. Revised Bids submitted before the opening of Bids, whether forwarded by mail or telegram, if representing an increase in excess of two percent (2%) of the original Bid, must have the Bid guaranty adjusted accordingly; otherwise the Bid will not be considered.
- c. Certified checks or bank drafts, or the amount thereof, Bid Bonds, and negotiable U. S. Government bonds of unsuccessful Bidders will be returned as soon as practical after the opening of the Bids.

7. COLLUSIVE AGREEMENTS

- a. Each Bidder submitting a Bid to the Local Public Agency for any portion of the work contemplated by the documents on which bidding is based shall execute and attach thereto, an affidavit substantially in the form herein provided, to the effect that he has not entered into a collusive agreement with any other person, firm, or corporation in regard to any Bid submitted.
- b. Before executing any subcontract the successful Bidder shall submit the name of any proposed subcontractor for prior approval and an affidavit substantially in the form provided in Section 103, SUBCONTRACTS under GENERAL CONDITIONS, PART I.



DIVISION B  
INSTRUCTIONS TO BIDDERS

8. CORRECTIONS

Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder.

9. TIME FOR RECEIVING BIDS

- a. Bids received prior to the advertised hour of opening will remain sealed and be securely kept. The officer whose duty it is to open them will decide when the specified time has arrived, and no Bid received thereafter will be considered; except that when a Bid arrives by mail after the time fixed for opening, but before the reading of all other Bids is completed, and it is shown to the satisfaction of the Local Public Agency that the nonarrival on time was due solely to delay in the mails for which the Bidder was not responsible, such Bid will be received and considered.
- b. Bidders are cautioned that, while telegraphic modifications of Bids may be received as provided above, such modifications, if not explicit and if in any sense subject to misinterpretation, shall make the Bid so modified or amended, subject to rejection.

10. OPENING OF BIDS

At the time and place fixed for the opening of Bids, the Local Public Agency will cause to be opened and publicly read aloud every Bid received within the time set for receiving Bids, irrespective of any irregularities therein. Bidders and other persons properly interested may be present, in person or by representative.

11. WITHDRAWAL OF BIDS

Bids may be withdrawn on written or telegraphic request dispatched by the Bidder in time for delivery in the normal course of business prior to the time fixed for opening; provided, that written confirmation of any telegraphic withdrawal over the signature of the Bidder is placed in the mail and postmarked prior to the time set for Bid opening. The Bid guaranty of any Bidder withdrawing his Bid in accordance with the foregoing conditions will be returned promptly.

DIVISION B  
INSTRUCTIONS TO BIDDERS

12. AWARD OF CONTRACT: REJECTION OF BIDS

- a. The Contract will be awarded to the responsible Bidder submitting the lowest Bid complying with the conditions of the Invitation for Bids. The Bidder to whom the award is made will be notified at the earliest possible date. The Local Public Agency, however, reserves the right to reject any and all Bids and to waive any informality in Bids received whenever such rejection or waiver is in its interest.
- b. The Local Public Agency reserves the right to consider as unqualified to do the work of general construction any Bidder who does not habitually perform with his own forces the major portion of the work involved in construction of the Improvements embraced in this Contract.

13. EXECUTION OF AGREEMENT: PERFORMANCE AND PAYMENT BOND

- a. Subsequent to the award and within ten days after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the Local Public Agency an Agreement in the form included in the Contract Documents in such number of copies as the Local Public Agency may require.
- b. Having satisfied all conditions of award as set forth elsewhere in these documents, the successful Bidder shall, within the period specified in paragraph "a" above, furnish a surety bond in a penal sum not less than the amount of the Contract as awarded, as security for the faithful performance of the Contract, and for the payment of all persons, firms or corporations to whom the Contractor may become legally indebted for labor, materials, tools, equipment or services of any nature including utility and transportation services, employed or used by him in performing the work. Such bond shall be in the same form as that included in the Contract Documents and shall bear the same date as, or a date subsequent to that of the Agreement. The current power of attorney for the person who signs for any surety company shall be attached to such bond. This bond shall be signed by a guaranty or surety company listed in the latest issue of the U. S. Treasury Circular 570 and the penal sum shall be within the maximum specified for such company in said Circular 570.



DIVISION B  
INSTRUCTIONS TO BIDDERS

- b. All construction contractors and sub-contractors covered by the Executive Order 11246, as amended, are required to take affirmative action toward equal employment opportunity.
- c. Upon notification by the Local Public Agency, each successful bidder will be required to attend a Pre-Construction Conference with his known principal sub-contractors, including but not limited to major items of work such as heating, electrical, plumbing and so forth. The purpose of the Pre-Construction Conference is to discuss, among other considerations, the responsibility of the successful bidder and his sub-contractors under Executive Order 11246, and the requirement for a written Affirmative Action Program, if required, from the successful bidder and sub-contractor.
- d. Each successful bidder is hereby advised that a prepared Affirmative Action Program, in writing, will be required within 15 days after the Pre-Construction Conference under the following conditions:
  - 1. Where the prime contracts are of \$100,000 or more on projects costing \$1 million or more;
  - 2. where the sub-contracts are of \$100,000 or more on projects costing \$1 million or more, where such sub-contractors - (1) will employ the higher paid trades (such as plumbers, electricians, or iron-workers) and (2) the higher paid trades locally have little or no minority group representation; or
  - 3. where contracts or sub-contracts which are not covered by (1) or (2) above but which, because of location or other special factors are specifically identified.

The conditions set forth above are (X) are not ( ) applicable to this contract.

- e. An affirmative Action Program of the contractor or sub-contractor should reflect the following:
  - 1. Policy with respect to Equal Employment Opportunity,
  - 2. Appointment of an Equal Employment Opportunity Officer,

DIVISION B  
INSTRUCTIONS TO BIDDERS

3. Appropriate steps being carried out by the contractor of sub-contractor to:
- (a) Assure non-discrimination in recruiting of new employees;
  - (b) Assure non-discrimination in hiring of new employees;
  - (c) Assure that the company makes use of apprenticeship and other training to help equalize opportunity for minority persons;
  - (d) Assure non-discrimination placement and promotion within the company;
  - (e) Assure non-discriminatory pay, working conditons and other compensation;
  - (f) Assure non-discrimination regarding demotion, layoff or termination of employees;
  - (g) Encourage non-discriminatory subcontracting, and;
  - (h) Follow through on its Affirmative Action Program verifying results and making changes and additions to the program as required.

End of Division B



DIVISION C  
BID FORM

TO: THE PORTLAND DEVELOPMENT COMMISSION  
1700 S. W. Fourth Avenue  
Portland, Oregon 97201

Gentlemen:

1. The undersigned, having become familiar with the existing conditions of the Project Area affecting the cost of the work, and with the Contract Documents (which include Invitation for Bids, Instructions to Bidders, Bid Form, Form of Non-Collusion Affidavit, the Form of Bid Bond, the Form of Agreement, the Form of Performance and Payment Bond, General Conditions, Part I, II, and III, Special Conditions, Drawings, (as listed in the Schedule of Drawings), Technical Specifications, and Addenda, if any, all as prepared by Mitchell/McArthur/Gardner/O'Kane/Associates under the direction of the Portland Development Commission, hereby proposes to furnish all supervision, technical personnel, labor, materials, supplies, machinery, tools, appurtenances, equipment and services, including utility and transportation services required to construct and complete IRVING PARK IMPROVEMENT PHASE 2 in the IRVINGTON NEIGHBORHOOD DEVELOPMENT PROGRAM ORE. A-5-2, all in accordance with the above listed documents at and for the following lump sum:

LUMP SUM BID:

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

2. In submitting this Bid, the Bidder understands that the right is reserved by the Portland Development Commission to reject any and all Bids. If written notice of the acceptance of this Bid is mailed, telegraphed, or delivered to the undersigned within thirty (30) days after the opening thereof, or at any time thereafter before this Bid is withdrawn, the undersigned agrees to execute and deliver an Agreement in the prescribed form and furnish the required bond within ten (10) days after the Agreement is presented to him for signature.

DIVISION C  
BID FORM

SAMPLE

3. Security in the sum of \_\_\_\_\_ Dollars,  
(\$ \_\_\_\_\_) in the form of \_\_\_\_\_ is  
submitted herewith in accordance with the INSTRUCTION TO BIDDERS.

4. Attached hereto is an affidavit in proof that the undersigned has not entered into a collusive agreement with any person in respect to this Bid or any other Bid or the submitting of Bids for the Contract for which this Bid is submitted.

5. CERTIFICATION OF NONSEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. Section 1001.



**DIVISION C**  
**BID FORM**

6. The undersigned acknowledges receipt of Addenda No. \_\_\_\_ through \_\_\_\_.

\_\_\_\_\_  
(Name of Bidder)

By \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_  
(Official Address)

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Date \_\_\_\_\_, 1972

**SAMPLE**

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DIVISION D  
NON-COLLUSION AFFIDAVIT OF PRIME BIDDERS

SAMPLE

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

\_\_\_\_\_, being first duly sworn, deposes  
and says that:

(1) He is (owner, partner, officer, representative, or agent) of  
\_\_\_\_\_ the Bidder that has  
submitted the attached Bid:

(2) He is fully informed respecting the preparation and contents of  
the attached Bid and of all pertinent circumstances respecting such bid;

(3) Such Bid is genuine and is not a collusive or sham Bid:

(4) Neither the said Bidder nor any of its officers, partners, owners  
agents, representatives, employees or parties in interest, including this  
affiant, has in any way colluded, conspired, connived or agreed, directly  
or indirectly with any other Bidder, firm or person to submit a collusive  
or sham Bid in connection with the Contract for which the attached Bid has  
been submitted or to refrain from bidding in connection with such Contract,  
or has in any manner, directly or indirectly, sought by agreement or col-  
lusion or communication or conference with any other Bidder, firm or  
person to fix the price or prices in the attached Bid or of any other Bidder,  
or to fix any overhead, profit or cost element of the Bid price or the Bid  
price of any other Bidder, or to secure through any collusion, conspiracy,  
connivance or unlawful agreement any advantage against the Portland  
Development Commission, or any person interested in the proposed con-  
tract; and

(5) The price or prices quoted in the attached Bid are fair and proper  
and are not tainted by any collusion, conspiracy, connivance or unlawful  
agreement on the part of the Bidder or any of its agents, representatives,  
owners, employees, or parties in interest, including this affiant.

(Signed) \_\_\_\_\_

(Title) \_\_\_\_\_

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

\_\_\_\_\_  
(Title)  
My commission expires \_\_\_\_\_

DIVISION E  
BID BOND

SAMPLE

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned,

\_\_\_\_\_ as PRINCIPAL, and

\_\_\_\_\_ as SURETY,

are held and firmly bound unto the PORTLAND DEVELOPMENT COM-  
MISSION, hereinafter called the "Local Public Agency," in the penal sum

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

THE CONDITIONS OF THIS OBLIGATION IS SUCH, that whereas the Principal  
has submitted the accompanying Bid, dated \_\_\_\_\_, 19\_\_\_\_,

for \_\_\_\_\_

NOW, THEREFORE, if the Principal shall not withdraw said Bid within the  
period specified therein after the opening of the same, or, if no period be  
specified, within thirty (30) days after the said opening, and shall within the  
period specified therefor, or, if no period be specified within ten (10) days  
after the prescribed forms are presented to him for signature, enter into a  
written contract with the Local Public Agency in accordance with the Bid as  
accepted, and give bond with good and sufficient surety or sureties, as may be  
required, for the faithful performance and proper fulfillment of such Contract;  
or in the event of the withdrawal of said Bid within the period specified, or the  
failure to enter into such Contract and give such bond within the time specified,  
if the said Bid and the amount for which the Local Public Agency may procure  
the required work or supplies or both, if the latter amount be in excess of the  
former, then the above obligation shall be void and of no effect, otherwise to  
remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument  
under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, the name and  
corporate seal of each corporate party being hereto affixed and these presents  
duly signed by its undersigned representative, pursuant to authority of its  
governing body.

\_\_\_\_\_  
(Individual Principal)

(SEAL)

In presence of:

\_\_\_\_\_  
(Business Address)

(SEAL)

\_\_\_\_\_  
(Partnership)

\_\_\_\_\_  
(Business Address)

By: \_\_\_\_\_

DIVISION E  
BID BOND

Attest:

\_\_\_\_\_  
(Corporate Principal)

\_\_\_\_\_  
(Business Address)

By \_\_\_\_\_

Afix  
Corporate  
Seal

Attest:

\_\_\_\_\_  
(Corporate Surety)

Countersigned

By \_\_\_\_\_

Attorney-in-Fact, State of \_\_\_\_\_

By \_\_\_\_\_

Afix  
Corporate  
Seal

\_\_\_\_\_  
(Power of attorney for person signing for surety company must be attached to bond)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_  
\_\_\_\_\_  
Secretary of the corporation named as Principal  
in the within bond; that \_\_\_\_\_, who signed the  
said bond on behalf of the Principal was then \_\_\_\_\_  
of said corporation; that I know his signature, and his signature thereto is  
genuine, and that said bond was duly signed, sealed, and attested to for and  
in behalf of said corporation by authority of its governing body.

\_\_\_\_\_  
(Corporate)

Title \_\_\_\_\_

( Seal )



DIVISION G  
AGREEMENT

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_,  
by and between \_\_\_\_\_ (A corporation  
organized and existing under the laws of the State of \_\_\_\_\_)  
(a partnership consisting of \_\_\_\_\_)(an individual  
trading as \_\_\_\_\_) herinafter called the  
"Contractor," and the Portland Development Commission duly designated the  
Urban Renewal Agency of the City of Portland, hereinafter called the "Local  
Public Agency."

WITNESSETH, that the Contractor and the PORTLAND DEVELOPMENT COMMISSION  
for the considerations stated herein mutually agree as follows:

ARTICLE 1, Statement of Work. The Contractor shall furnish all  
supervision, technical personnel, labor, materials, machinery, tools, and  
equipment and services, including utility and transportation services, and  
perform and complete all work required for the construction of the Improve-  
ments embraced in the Site Preparation; namely, IRVING PARK  
IMPROVEMENT, PHASE 2, \_\_\_\_\_ and required supplemental work for the IRVINGTON NEIGH-  
BORHOOD DEVELOPMENT PROGRAM all in strict accordance with the Contract Docu-  
ments including all Addenda thereto, numbered \_\_\_\_\_, dated  
\_\_\_\_\_, and \_\_\_\_\_ dated \_\_\_\_\_. All as  
prepared by Mitchell/McArthur/Gardner/O'Kane/Associated in these Contract  
Documents referred to as the "Landscape Architect" under the direction of  
James J. Robertson in these Contract Documents referred to as the "Engineer."

ARTICLE 2. The Contract Price. The Portland Development Commission  
will pay the Contractor for the performance of the Contract, in current  
funds, subject to additions and deductions as provided in the Section 109,  
CHANGES IN THE WORK under GENERAL CONDITIONS, PART I, the sum of \_\_\_\_\_  
Dollars (\$\_\_\_\_\_).

ARTICLE 3. Contract. The executed contract documents shall consist  
of the following:

- |                            |   |
|----------------------------|---|
| a. This Agreement          | f. General Conditions, Part I, II and III |
| b. Addenda                 | g. Special Conditions                     |
| c. Invitation for Bids     | h. Technical Specifications               |
| d. Instructions to Bidders | i. Drawings (as listed in the Schedule of |
| e. Signed copy of Bid      | Drawings)                                 |

DIVISION G  
AGREEMENT

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern, except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in three original copies on the day and year first above written.

Attest:

\_\_\_\_\_  
(Contractor)

By \_\_\_\_\_

\_\_\_\_\_  
Title \_\_\_\_\_

\_\_\_\_\_  
(Street)

\_\_\_\_\_  
(City)

PORTLAND DEVELOPMENT COMMISSION  
(Local Public Agency)

By \_\_\_\_\_

John B. Kenward

\_\_\_\_\_  
Title Executive Director

(Print or type the names underneath all signatures)

Certifications

I, \_\_\_\_\_ certify that I am the \_\_\_\_\_  
of the corporation names as Contractor herein; that  
who signed this Agreement on behalf of the Contractor, was then \_\_\_\_\_  
\_\_\_\_\_ of said corporation by authority of its govern-  
ing body, and is within the scope of its corporate powers.

\_\_\_\_\_  
(Corporate)

\_\_\_\_\_  
SEAL

DIVISION H  
PERFORMANCE AND PAYMENT BOND

PERFORMANCE BOND

SAMPLE

KNOW ALL MEN BY THESE PRESENTS: That we, \_\_\_\_\_, as Principal,  
and \_\_\_\_\_,  
a corporation organized and existing under the laws of the State of \_\_\_\_\_,  
and duly authorized to transact a surety business  
in the State of Oregon, as Surety, are held and firmly bound unto the  
PORTLAND DEVELOPMENT COMMISSION, the duly designated Urban  
Renewal Agency of the City of Portland, State of Oregon, and unto all  
subcontractors and all persons who may furnish labor or materials  
unto the said Principal, in the penal sum of \_\_\_\_\_  
Dollars (\$ \_\_\_\_\_), lawful  
money of the United States of America, for the payment whereof well  
and truly to be made, we and each of us, jointly and severally, bind  
ourselves, our and each of our heirs, executors, administrators,  
successors and assigns firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION are such that, whereas  
the above-bounden Principal did on the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_,  
enter into a contract with the PORTLAND DEVELOPMENT COMMISSION  
for

NOW, THEREFORE, if the said Principal shall faithfully and  
punctually comply with all of the provisions of said Contract, including  
the said plans and specifications, including any addenda thereto, and  
shall save the Portland Development Commission free from all loss or  
damage that may result from failure so to do including the wrongful or  
unauthorized use of any patented article or process; shall remedy with-  
out expense to the Portland Development Commission any defects due  
to faulty materials or workmanship, (including the defects due to the  
faulty materials or workmanship of any subcontractor), for a period of  
one (1) year from date of final acceptance of the work performed under  
said Contract; shall promptly make payment to all persons supplying  
labor or materials for any prosecution of the work provided for in such  
contract, and shall not permit any lien or claim to be filed or prosecuted  
against the Development Commission on account of any labor or material



DIVISION H  
PERFORMANCE AND PAYMENT BOND

furnished; shall pay wages for a day's work of eight hours to all classes of laborers, workmen or mechanics employed under said Contract not less than the rate established or paid in the City of Portland for a day's work in the same trade or occupation; shall promptly pay all contributions or amounts due the State Industrial Accident Fund the the State Unemployment Compensation Trust Fund from said Principal incurred in the performance of said Contract, and shall also pay to the State Tax Commission all sums withheld from employees pursuant to ORS 315.575, 316.711 and 316.714; shall fully comply with all of the provisions of the ordinances of the City of Portland and the laws of the State of Oregon relating to public contracts in so far as the same are applicable to said Contract; and shall promptly as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical, and hospital care or other needed care and attention, incident to sickness or injury, to any person employed by said Principal under said Contract, of all sums which said Principal has agreed, or may agree, to pay for such services and all moneys and sums which said Principal may or shall have deducted from the wages of such employees for such services pursuant to the terms of Chapter 655, Oregon Revised Statutes, and any contract entered into pursuant thereto, or collected or deducted from the wages of such employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service, then this obligation shall be void; otherwise to remain in full force and effect.

The Surety hereby agrees that modifications and changes may be made in the terms and provisions of the aforesaid contract without notice to Surety, and any such modifications or changes increasing the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this Performance Bond in a like amount, such increase, however, not to exceed twenty-five percent (25%) of the original amount of this bond without the consent of the Surety.

This bond shall be effective from the date of said Contract and is intended to comply with the Oregon Revised Statutes and all provisions of the ordinances and charter of the City of Portland and the laws of the State of Oregon governing contracts for the performance of public work, and all applicable provisions thereof are hereby incorporated herein and made a part hereof.

DIVISION H  
PERFORMANCE AND PAYMENT BOND

IN WITNESS WHEREOF, the above-bounded parties have caused  
this instrument to be executed by their duly authorized representatives  
this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_ (Seal)                      \_\_\_\_\_ (Seal)

By \_\_\_\_\_ (Seal)                      By \_\_\_\_\_ (Seal)  
                 Surety    Contractor

(Surety's Agent execute and attach acknowledgement)

SAMPLE

DIVISION I  
GENERAL CONDITIONS, PART I

101. DEFINITIONS

Whenever used in any of the Contract Documents, the following meanings shall be given to the terms herein defined:

a. The term "Contract" means the Contract executed by the Local Public Agency and the Contractor, of which these GENERAL CONDITIONS, PARTS I and II and III form a part.

b. The term "Local Public Agency" means the Portland Development Commission which is authorized to undertake this Contract.

c. The term "Contractor" means the person, firm or corporation entering into the Contract with the Local Public Agency to construct and install the Improvements embraced in this Site Preparation Contract.

d. The term "Project Area" means the site of Urban Renewal Project within which are the specified Contract limits of the Improvements contemplated to be constructed in whole or in part under this Contract.

e. The term "Engineer" means James J. Robertson, Project Engineer, serving the Local Public Agency with architectural or engineering services, his successor or any other person or persons, employed by said Local Public Agency for the purpose of directing or acting directly or indirectly through any Assistant Engineer having general charge of the work or through any assistant having immediate charge of a portion thereof limited by the particular duties entrusted to him.

f. The term "Landscape Architect" means Mitchell/McArthur/Gardner/O'Kane/Associates, serving the Local Public Agency, under the direction of the Engineer, with Landscape Architectural and related services.

g. The term "Local Government" means the City of Portland, Oregon, within which the Project Area is situated.

h. The term "Contract Documents" means and shall include the following: Executed Agreement, Addenda (if any), Invitation for Bids, Instructions to Bidders, Signed Copy of Bid, General Conditions, Part I and II and III, Special Conditions, Technical Specifications, and Drawings (as listed in the Schedule of Drawings).



DIVISION I  
GENERAL CONDITIONS, PART I

- i. The term "Drawings" means the drawings listed in the Schedule of Drawings.
- j. The term "Technical Specifications" means that part of the Contract Documents which describes outlines and stipulates; the quality of the materials to be furnished; the quality of workmanship required; and the methods to be used in carrying out the construction work to be performed under this contract.
- k. The term "Addendum" or "Addenda" means any changes, revisions or clarifications of the Contract Documents which have been duly issued by the Local Public Agency to prospective Bidders prior to the time of receiving Bids.
- l. The term "Approved" means approved by the Engineer.
- m. The term "For Approval" means for Engineer's approval.
- n. The term "Selected" means selected by the Engineer.
- o. The term "As Directed" means as directed by the Engineer.
- p. The term "Provide" means furnish and install.
- q. When the words "Or Approved" are used the Engineer is sole judge of quality and suitability of proposed substitution.
- r. The term "N. I. C. " means "Not in Contract", and implies that item or material in question will be furnished and installed by the Local Public Agency. Contractor shall verify all requirements affecting his work.
- s. The term "B. O. " means "By Owner" and implies that item or material in question will be furnished by the Local Public Agency, and installed by the Contractor. Contractor shall verify all requirements affecting his work.
- t. Additional definitions may be included in various Sections of the Technical Specifications.

## 102. SUPERINTENDENCE BY CONTRACTOR

b. The Contractor shall lay out his own work and he shall be responsible for all work executed by him under the Contract. He shall verify all figures and elevations before proceeding with the work and will be held responsible for any error resulting from his failure to do so.

### 103. SUBCONTRACTS

## NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

(1) He is (owner, partner, officer, representative or agent) of \_\_\_\_\_ hereinafter referred to as the "Subcontractor";

DIVISION I  
GENERAL CONDITIONS, PART I

(2) He is fully informed respecting the preparation and contents of the subcontractor's Proposal submitted by the subcontractor to \_\_\_\_\_, the Contractor for certain work in connection with the Contract pertaining to the Project in \_\_\_\_\_ (City or County and State);

(3) Such subcontractor's Proposal is genuine and is not a collusive or sham proposal;

(4) Neither the subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a colusive or sham Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other Bidder, firm or person to fix the price or prices in said subcontractor's Proposal, or to fix any overhead, profit or cost element of the price or prices in said subcontractor's Proposal or to secure through collusion, conspriacy, connivance or unlawful agreement any advantage against the Local Public Agency or any person interested in the proposed Contract; and

(5) The price or prices quotes in the subcontractor's Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) \_\_\_\_\_

\_\_\_\_\_  
Title

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Title

My Commission expires \_\_\_\_\_, 19\_\_\_\_.



DIVISION I  
GENERAL CONDITIONS, PART I

b. No proposed subcontractor shall be disapproved by the Local Public Agency except for cause.

c. The Contractor shall be as fully responsible to the Local Public Agency for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

d. The Contractor shall cause appropriate provision to be inserted in all subcontracts relative to the work to require compliance by each subcontractor with the applicable provisions of the Contract for the Improvements embraced in this Contract.

e. Nothing contained in the Contract shall create any contractual relation between any subcontractor and the Local Public Agency.

104. OTHER CONTRACTS

The Local Public Agency may award, or may have awarded other contracts for additional work, and the Contractor shall cooperate fully with such other Contractors, by scheduling his own work with that to be performed under other contracts as may be directed by the Local Public Agency. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor as scheduled.

105. FITTING AND COORDINATION OF THE WORK

The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, subcontractors, or materialmen engaged upon this Contract. He shall be prepared to guarantee to each of his subcontractors the locations and measurements which they may require for the fitting of their work to all surrounding work.

106. MUTUAL RESPONSIBILITY OF CONTRACTORS

If, through acts or neglect on the part of the Contractor, any other Contractor or any subcontractor shall suffer loss or damage on the work, the Contractor shall settle with such other Contractor or subcontractor by agreement or arbitration, if such other Contractor

DIVISION I  
GENERAL CONDITIONS, PART I

or subcontractor will so settle. If such other Contractor or subcontractor shall assert any claim against the Local Public Agency on account of any damage alleged to have been so sustained, the Local Public Agency will notify this Contractor, who shall defend at his own expense any suit based upon such claim, and, if any judgement or claims against the Local Public Agency shall be allowed, the Contractor shall pay or satisfy such judgement or claim and pay all costs and expenses in connection therewith.

107. PROGRESS SCHEDULES AND COST BREAKDOWN

a. Progress schedules

Contractor shall submit for approval immediately after Execution of Agreement, a carefully prepared Progress Schedule, showing the proposed dates of starting and completing each of the various sections of the work, the anticipated monthly payments to become due the contractor, and the accumulated percent of progress each month.

b. Cost Breakdown

The Contractor shall submit to the Local Public Agency a breakdown of his estimated cost of all Work, so arranged and itemized as to meet the approval of the Local Public Agency. This breakdown shall be submitted promptly after execution of the Agreement and before any payment is made to the Contractor for the work performed under the Contract. After approval by the Local Public Agency the prices established in the breakdown shall be used in estimating the amount of partial payments to be made to the Contractor.

DIVISION I  
GENERAL CONDITIONS, PART I

108. PAYMENTS TO CONTRACTOR

1. Partial Payments

a. The Contractor shall prepare his requisition for partial payment as of the last day of the month and submit it, with the required number of copies, to the Engineer for his approval. The amount of the payment due the Contractor shall be determined by adding to the total value of work completed to date, the value of materials properly stored on the site and deducting (1) five percent (5%) of the total amount of payment due the Contractor, to be retained until final payment, and (2) the amount of all previous payments. The total value of work completed to date on each item and the unit prices established in the COST BREAK-DOWN and adjusted in accordance with the value of work completed to date on approved change orders. The value of materials properly stored on the site shall be based upon the estimated quantities of such materials and the invoice prices. Copies of all invoices shall be available for inspection of the Engineer.

b. Monthly or partial payments made by the Local Public Agency to the Contractor are monies advanced for the purpose of assisting the Contractor to expedite the work on construction. The Contractor shall be responsible for the care and protection of all materials and work upon which payments have been made until final acceptance of such work and materials by the Local Public Agency. Such payments shall not constitute a waiver of the right of the Local Public Agency to require the fulfillment of all terms of the Contract and the delivery of all improvements embraced in this Contract complete and satisfactory to the Local Public Agency, in all details.

2. Final Payment

a. After final inspection and acceptance by the Local Public Agency of all work under the Contract, the Contractor shall prepare his requisition for final payment which shall be the lump sum amount shown in the Agreement or this sum as adjusted by approved change orders. The total amount of the final payment due the Contractor under this Contract shall be the amount computed as described above less all previous payments. Final payment to the Contractor shall be made subject to his furnishing the



DIVISION I  
GENERAL CONDITIONS, PART I

Local Public Agency with a release in satisfactory form of all claims against the Local Public Agency arising under and by virtue of his Contract, other than such claims, if any, as may be specifically excepted by the Contractor from the operation of the release as provided under Section 113 DISPUTES under GENERAL CONDITIONS, PART I.

b. The Local Public Agency, before paying the final estimate, may require the Contractor to furnish releases or receipts from all subcontractors having performed any work and all persons having supplied materials, equipment (installed on the Project) and services to the Contractor, if the Local Public Agency deems the same necessary in order to protect its interest. The Local Public Agency, however, may if it deems such action advisable make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts and any payments so made shall in nowise impair the obligations of any surety or sureties furnished under this Contract.

c. Withholding of any amount due the Local Public Agency under Section 403 entitled "Liquidated Damages" under SPECIAL CONDITIONS, shall be deducted from the final payment due the Contractor.

3. Withholding Payments

The Local Public Agency may withhold from any payment otherwise due the Contractor so much as may be necessary to protect the Local Public Agency and if it so elects may also withhold any amounts due from the Contractor to any subcontractors or material dealers, for work performed or material furnished by them. The foregoing provisions shall be construed solely for the benefit of the Local Public Agency and will not require the Local Public Agency to determine or adjust any claims or disputes between the Contractor and his subcontractors or material dealers, or to withhold any monies for their protection unless the Local Public Agency elects to do so. The failure or refusal of the Local Public Agency to withhold any monies from the Contractor shall in nowise impair the obligations of any surety or sureties under any bond or bonds furnished under this contract.

4. Payments Subject to Submission of Certificates

Each payment to the Contractor by the Local Public Agency

DIVISION I  
GENERAL CONDITIONS, PART I

shall be made subject to submission by the Contractor of all written certifications required of him and his subcontractors by the Section 209 entitled CONTRACTOR'S CERTIFICATES under GENERAL CONDITIONS, PART II.

109. CHANGES IN THE WORK

a. The Local Public Agency may make changes in the scope of the work required to be performed by the Contractor under the Contract or making additions thereto, or by omitting work therefrom, without invalidating the Contract, and without relieving or releasing the Contractor from any of his obligations under the Contract or any guarantee given by him pursuant to the Contract provisions, and without affecting the validity of the guaranty bonds, and without relieving or releasing the surety or sureties of said bonds. All such work shall be executed under the terms of the original Contract unless it is expressly provided otherwise.

b. Except for the purpose of affording protection against any emergency endangering health, life, limb, or property, the Contractor shall make no change in the materials used or in the specified manner of constructing and/or installing the Improvements or supply additional labor, services or materials beyond that actually required for the execution of the Contract, unless in pursuance of a written order from the Local Public Agency authorizing the Contractor to proceed with the change. No claim for an adjustment of the Contract Price, will be valid unless so ordered.

c. If applicable unit prices are contained in the Agreement (established as the result of either a unit price bid or a Supplemental Schedule of Unit Prices) the Local Public Agency may order the Contractor to proceed with desired changes in the work, the value of such changes to be determined by the measured quantities involved and the applicable unit prices specified in the Contract; provided that in case of a unit price contract the net value of all changes does not increase or decrease the original total amount shown in the Agreement by more than twenty-five percent (25%) in accordance with the section entitled UNIT PRICES under INSTRUCTIONS TO BIDDERS.

DIVISION I  
GENERAL CONDITIONS, PART I

d. If applicable unit prices are not contained in the Agreement or if the total net change increases or decreases the total Contract Price more than twenty-five percent (25%) the Local Public Agency shall, before ordering the Contractor to proceed with desired changes, request an itemized proposal from him covering the work involved in the change after which the procedure shall be as follows:

- (1) If the proposal is acceptable the Local Public Agency will prepare the change order in accordance therewith for acceptance by the Contractor and
- (2) If the proposal is not acceptable and prompt agreement between the two parties cannot be reached, the Local Public Agency may order the Contractor to proceed with the work on a cost-plus-limited basis. A cost-plus-limited basis is defined as the net cost of the Contractor's labor, materials and insurance plus fifteen percent (15%) of said net cost to cover overhead and profit, the total cost not to exceed a specified limit.

All itemized proposals submitted by the Contractor shall include a breakdown of labor, material cost, equipment rental, and overhead and profit.

e. Each change order shall include in its final form:

- (1) A detailed description of the change in the work.
- (2) The Contractor's proposal (if any) or a conformed copy thereof.
- (3) A definite statement as to the resulting change in the contract price and/or time.
- (4) The statement that all work involved in the change shall be performed in accordance with contract requirements except as modified by the change order.

110. CLAIMS FOR EXTRA COST

a. If the Contractor claims that any instructions by Drawings or



DIVISION I  
GENERAL CONDITIONS, PART I

otherwise involve extra cost or extension of time, he shall, within ten days after the receipt of such instructions, and in any event before proceeding to execute the work, submit his protest thereto in writing to the Local Public Agency, stating clearly and in detail the basis of his objections. No such claim will be considered unless so made.

b. Claims for additional compensation for extra work, due to alleged errors in ground elevations, contour lines, or bench marks, will not be recognized unless accompanied by certified survey data, made prior to the time the original ground was disturbed, clearly showing that errors exist which resulted, or would result, in handling more material, or performing more work, than would be reasonable estimated from the Drawings and maps issued.

c. Any discrepancies which may be discovered between actual conditions and those represented by the Drawings and maps shall at once be reported to the Local Public Agency and work shall not proceed except at the Contractor's risk, until written instructions have been received by him from the Local Public Agency.

d. If, on the basis of the available evidence, the Local Public Agency determines that an adjustment of the Contract Price and/or Time is justifiable, the procedure shall be as provided in Section 109 CHANGES IN THE WORK under GENERAL CONDITIONS, PART I.

111. TERMINATION: DELAYS: AND LIQUIDATED DAMAGES

a. Termination of Contract. If the Contractor refuses or fails to prosecute the work with such diligence as will insure its completion within the time specified in these Contract Documents, or as modified as provided in these Contract Documents, the Local Public Agency, by written notice to the Contractor, may terminate the Contractor's right to proceed with the work. Upon such termination, the Local Public Agency may take over the work and prosecute the same to completion, by contract or otherwise, and the Contractor and his sureties shall be liable to the Local Public Agency for any additional cost incurred by the Local Public Agency in its completion of the work and they shall also be liable to the Local Public Agency for liquidated damages for any delay in the completion of the work as provided below. If the Contractor's right to proceed is so terminated, the Local Public Agency may take possession of and utilize in completing the work such materials, tools, equipment, and plant as may be on the site of the work and necessary therefore.

DIVISION I  
GENERAL CONDITIONS, PART I

b. Liquidated Damages for Delays. If the work be not completed within the time stipulated in Section 402 TIME FOR COMPLETION under SPECIAL CONDITIONS, including any extensions of time for excusable delays as herein provided, the Contractor shall pay to the Local Public Agency as fixed, agreed, and liquidated damages (it being impossible to determine the actual damages occasioned by the delay) for each calendar day of delay, until the work is completed, the amount as set forth in Section 403 LIQUIDATED DAMAGES under SPECIAL CONDITIONS and the Contractor and his sureties shall be liable to the Local Public Agency for the amount thereof.

c. Excusable Delays. The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due:

- (1) To any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, National Defense, or any other national emergency;
- (2) To any acts of the Local Public Agency.
- (3) To causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or the public enemy, acts of another Contractor in the performance of some other contract with the Local Public Agency, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions; and
- (4) To any delay of any subcontractor occasioned by any of the causes specified in subparagraphs (1), (2) and (3) of this paragraph "c".

Provided, however, that the Contractor promptly notify the Local Public Agency within ten (10) days in writing of the cause of the delay. Upon receipt of such notification the Local Public Agency shall ascertain the facts and the cause and extent of delay. If upon the basis of the facts and the terms of this contract, the delay is properly excusable, the Local Public Agency shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

DIVISION I  
GENERAL CONDITIONS, PART I

112. ASSIGNMENT OR NOVATION

The Contractor shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities or responsibilities under this Contract without the written consent of the Local Public Agency; provided, however, that assignments to banks, trust companies, or other financial institutions may be made without the consent of the Local Public Agency. No assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered, and materials, tools, and equipment supplied for the performance of the work under this Contract in favor of all persons, firms, or corporations rendering such labor or services or supplying such materials, tools, or equipment.

113. DISPUTES

a. All disputes arising under this Contract or its interpretation except those disputes covered by FEDERAL LABOR STANDARDS PROVISIONS under GENERAL CONDITIONS, PART II, whether involving law or fact or both, or extra work, and all claims for alleged breach of contract shall within ten (10) days of commencement of the dispute be presented by the Contractor to the Local Public Agency for decision. All papers pertaining to claims shall be filed in quadruplicate. Such notice need not detail the amount of the claim but shall state the facts surrounding the claim in sufficient detail to identify the claim, together with its character and scope. In the meantime the Contractor shall proceed with the work as directed. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten days of its commencement, the claim will be considered only for a period commencing ten (10) days prior to the receipt by the Local Public Agency of notice thereof.

b. The Contractor shall submit in detail his claim and his proof thereof. Each decision by the governing body of the Local Public Agency will be in writing and will be mailed to the Contractor by registered or certified mail, return receipt requested, directed to his last known address.



DIVISION I  
GENERAL CONDITION, PART I

c. If the Contractor does not agree with any decision of the Local Public Agency, he shall in no case allow the dispute to delay the work but shall notify the Local Public Agency promptly that he is proceeding with the work under protest and he may then except the matter in question from the final release.

114. TECHNICAL SPECIFICATIONS AND DRAWINGS

Anything mentioned in the Technical Specifications and not shown on the Drawings, or anything shown on the Drawings and not mentioned in the Technical Specifications, shall be of like effect as if shown on or mentioned in both. In case of difference between Drawings and Technical Specifications, the Technical Specifications shall govern. In case of difference between Drawings and Schedules, the Schedules shall govern. In case of difference between large scale details and small scale drawings, the large scale details govern. In case of any discrepancy in Drawings, or Technical Specifications, the matter shall immediately be submitted to the Local Public Agency, without whose decision, said discrepancy shall not be adjusted by the Contractor, save only at his own risk and expense.

115. SHOP DRAWINGS

a. All required shop drawings, machinery details, layout drawings, etc. shall be submitted to the Engineer in six copies for approval sufficiently in advance of requirements to afford ample time for checking, including time for correcting, resubmitting and rechecking if necessary. The Contractor may proceed, only at his own risk, with manufacture or installation of any equipment or work covered by said shop drawings, etc. until they are approved and no claim, by the Contractor, for extension of the contract time will be granted by reason of his failure in this respect.

b. Any drawings submitted without the Contractor's stamp of approval will not be considered and will be returned to him for proper resubmission. If any drawings show variations from the requirements of the Contract because of standard shop practice or other reason, the Contractor shall make specific mention of such variation in his letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment of contract price and/or time otherwise the Contractor will not be relieved of the responsibility for executing the work in accordance with the Contract even though the drawings have been approved.

DIVISION I  
GENERAL CONDITIONS, PART I

c. If a shop drawing is in accord with the contract or involves only a minor adjustment in the interest of the Local Public Agency not involving a change in contract price or time, the Engineer may approve the drawing. The approval shall be general, shall not relieve the Contractor, from his responsibility for adherence to the contract or for any error in the drawing and shall contain in substance the following:

"The modification shown on the attached drawing is approved in the interest of the Local Public Agency to effect an improvement for the Project and is ordered with the understanding that it does not involve any change in the Contract Price or time; that it is subject generally to all Contract stipulation and covenants; and that it is without prejudice to any and all rights of the Local Public Agency under the Contract and surety bond or bonds."

116. REQUESTS FOR SUPPLEMENTARY INFORMATION

It shall be the responsibility of the Contractor to make timely requests of the Local Public Agency for any additional information not already in his possession which should be furnished by the Local Public Agency under the terms of this Contract, and which he will require in the planning and execution of the work. Such requests may be submitted from time to time as the need is approached, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing, and list the various items and the latest date by which each will be required by the Contractor. The first list shall be submitted within two weeks after the Contract award and shall be as complete as possible at that time. The Contractor shall, if requested, furnish promptly any assistance and information the Engineer may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for any delay in his work or to others arising from his failure to comply fully with the provisions of this Section.

117. MATERIALS AND WORKMANSHIP

a. Unless otherwise specifically provided for in the Technical Specifications, all workmanship, equipment, materials and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles or workmanship are referred to in the Technical Specifications as "meeting requirements" of any particular standard the Engineer shall decide the question of conformance.

DIVISION I  
GENERAL CONDITIONS, PART I

b. The Contractor shall furnish to the Local Public Agency for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which he contemplates installing together with full information as to type, performance characteristics, and all other pertinent information as required, and shall likewise submit for approval as required full information concerning all other materials or articles which he proposes to incorporate in the work. (See Section 118 SAMPLES, CERTIFICATES AND TESTS under GENERAL CONDITIONS, PART I.)

c. Machinery, mechanical and other equipment, materials or articles installed or used without such prior approval shall be at the risk of subsequent rejection.

d. Materials specified by reference to the number or symbol of a specific standard, such as an A.S.T.M. Standard, a Feder Specification or other similar standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Invitation for Bids, except as limited to type, class or grade, or modified in such reference. The standards referred to, except as modified in the Technical Specifications shall have full force and effect as though printed therein.

e. The Local Public Agency may require the Contractor to dismiss from the work such employee or employees as the Local Public Agency or the Engineer may deem incompetent, or careless, or insubordinate.

118. SAMPLES, CERTIFICATES AND TESTS

a. The Contractor shall submit all material or equipment samples, certificates, affidavits, etc., as called for in the contract documents or required by the Engineer, promptly after award of the contract and acceptance of the Contractor's bond. No such material or equipment shall be manufactured or delivered to the site, except at the Contractor's own risk, until the required samples or certificates have been approved in writing by the Engineer. Any delay in the work caused by late or improper submission of samples or certificates for approval shall not be considered just cause for an extension of contract time.



DIVISION I  
GENERAL CONDITIONS, PART I

Each sample submitted by the Contractor shall carry a label giving the name of the Contractor, the project for which it is intended, and the name of the producer. The accompanying certificate or letter from the Contractor shall state that the sample complies with contract requirements, shall give the name and brand of the product, its place of origin, the name and address of the producer and all specifications or other detailed information which will assist the Engineer in passing upon the acceptability of the sample promptly. It shall also include the statement that all materials or equipment furnished for use in the project will comply with the samples and/or certified statements.

b. Approval of any materials shall be general only and shall not constitute a waiver of the Local Public Agency's right to demand full compliance with Contract requirements. After actual deliveries, the Engineer will have such check tests made as he deems necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials and articles have been given general approval. If materials, equipment or accessories which fail to meet check tests have been incorporated in the work, the Engineer will have the right to cause their removal and replacement by proper materials or to demand and secure such reparation by the Contractor as is equitable.

c. Except as otherwise specifically stated in the Contract, the costs of sampling and testing will be divided as follows:

- (1) The Contractor shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes, except those samples taken on the project by the Engineer;
- (2) The Contractor shall assume all costs of re-testing materials which fail to meet contract requirements;
- (3) The Contractor shall assume all costs of testing materials offered in substitution for those found deficient; and
- (4) The Local Public Agency will pay all other expenses.

DIVISION I  
GENERAL CONDITIONS, PART I

119. PERMITS AND CODES

a. The Contractor shall give all notices required by and comply with all applicable laws, ordinances, and codes of the Local Government. All construction work and/or utility installations shall comply with all applicable ordinances, and codes including all written waivers. Before installing any work, the Contractor shall examine the Drawings and Technical Specifications for compliance with applicable ordinances and codes and shall immediately report any discrepancy to the Local Public Agency. Where the requirements of the Drawings and Technical Specifications fail to comply with such applicable ordinances or codes, the Local Public Agency will adjust the Contract by Change Order to conform to such ordinances or codes (unless waivers in writing covering the difference have been granted by the governing body or department) and make appropriate adjustment in the Contract Price or stipulated unit prices.

Should the Contractor fail to observe the foregoing provisions and proceed with the construction and/or install any utility at variance with any applicable ordinance or code, including any written waivers (notwithstanding the fact that such installation is in compliance with the Drawings and Technical Specifications), the Contractor shall remove such work without cost to the Local Public Agency, but a Change Order will be issued to cover only the excess cost the Contractor would have been entitled to receive if the change had been made before the Contractor commenced work on the items involved.

b. The Contractor shall secure from the appropriate department of the Local Government and sign all permits for street pavement, sidewalks, sheds, removal of abandoned water taps, sealing of house connection drains, pavements cuts, buildings, electrical, plumbing, water, gas and sewer permits required by the local regulatory body or any of its agencies. Refer to Section 423 PERMITS, Special Conditions.

c. The Contractor shall comply with applicable local laws and ordinances governing the disposal of surplus excavation, materials, debris and rubbish on or off the Project Area and commit no trespass on any public or private property in any operation due to or connected with the Improvements embraced in this Contract.

DIVISION I  
GENERAL CONDITIONS, PART I

120. CARE OF WORK

a. The Contractor shall be responsible for all damages to person or property that occur as a result of his fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the Local Public Agency.

b. The Contractor shall provide sufficient competent watchmen, both day and night, including Saturdays, Sundays, and holidays, from the time the work is commenced until final completion and acceptance.

c. In an emergency affecting the safety of life, limb, or property, including adjoining property, the Contractor, without special instructions or authorization to prevent such threatened loss or injury, and he shall so act. He shall likewise act if instructed to do so by the Local Public Agency. Any compensation claimed by the Contractor on account of such emergency work will be determined by the Local Public Agency as provided in the Section 109 CHANGES IN THE WORK under GENERAL CONDITIONS, PART I.

d. The Contractor shall avoid damage as a result of his operations to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, etc., and he shall at his own expense completely repair any damage thereto caused by his operations.

e. The Contractor shall shore up, brace, underpin, secure, and protect as may be necessary, all foundations and other part of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with the construction of the Improvements embraced in this Contract. The Contractor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property owner or other party before the commencement of any work. The Contractor shall indemnify and save harmless the Local Public Agency from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the Local Public Agency may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.



DIVISION I  
GENERAL CONDITIONS, PART I

121. ACCIDENT PREVENTION

a. The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building and construction codes shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the Local Public Agency may determine to be reasonably necessary. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, Inc., to the extent that such provisions are not in conflict with applicable local laws.

b. The Contractor shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the Local Public Agency with reports concerning these matters.

c. The Contractor shall indemnify and save harmless the Local Public Agency from any claims for damages resulting from personal injury and/or death suffered or alleged to have been suffered by any person as a result of any work conducted under this contract.

122. SANITARY FACILITIES

The Contractor shall furnish, install, and maintain ample sanitary facilities for the workmen. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required by the sanitary codes of the State and Local Government. Drinking water shall be provided from an approved source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health regulations.

Contractor may use existing toilet facilities at Park in lieu of providing separate facilities provided the existing facilities are maintained in a clean and sanitary condition.

DIVISION I  
GENERAL CONDITIONS, PART I

123. USE OF PREMISES

a. The Contractor shall confine his equipment, storage of materials, and construction operations to the Contract Limits as shown on the Drawings and as prescribed by ordinances or permits, or as may be desired by the Local Public Agency, and shall not unreasonably encumber the site or public rights of way with his materials and construction equipment.

b. The Contractor shall comply with all reasonable instructions of the Local Public Agency and the ordinances and codes of the Local Government, regarding signs, advertising, traffic, fires, explosives, danger signals, and barricades.

124. REMOVAL OF DEBRIS, CLEANING, ETC.

The Contractor shall, periodically or as directed during the progress of the work, remove and legally dispose of all surplus excavated material and debris, and keep the Project Area and public rights of way reasonably clear. Upon completion of the work, he shall remove all temporary construction facilities, debris and unused materials provided for the work, and put the whole site of the work and public rights of way in a neat and clean conditions. Trash burning shall not be permitted. All areas beyond project limits shall be cleaned daily.

125. INSPECTION

a. All materials and workmanship shall be subject to inspection, examination, or test by the Local Public Agency and the Engineer at any and all times during manufacture or construction and at any and all places where such manufacture or construction is carried on. The Local Public Agency shall have the right to reject defective material and workmanship or require its correction. Unacceptable workmanship shall be satisfactorily corrected. Rejected material shall be promptly segregated and removed from the Project Area and replaced with material of specified quality without charge therefor. If the Contractor fails to proceed at once with the correction of rejected workmanship or defective material, the Local Public Agency may by contract or otherwise have the defects remedied or rejected materials removed from the Project Area and charge the cost of the same against any moneys which may be due the Contractor, without prejudice to any other rights or remedies of the Local Public Agency.

DIVISION I  
GENERAL CONDITIONS, PART I

b. The Contractor shall furnish promptly all materials reasonably necessary for any tests which may be required. (See Section 118 SAMPLES, CERTIFICATES AND TESTS under the GENERAL CONDITIONS, PART I.). All tests by the Local Public Agency will be performed in such manner as not to delay the work unnecessarily and will be made in accordance with the provisions of the Technical Specifications.

c. The Contractor shall notify the Local Public Agency in advance of backfilling or concealing any facilities to permit proper inspection. If any facilities are concealed without approval or consent of the Local Public Agency, the Contractor shall uncover for inspection and recover such facilities all at his own expense, when so requested by the Local Public Agency.

Should it be considered necessary or advisable by the Local Public Agency at any time before final acceptance of the entire work to make an examination of work already completed, by uncovering the same, the Contractor shall on request promptly furnish all necessary facilities, labor, and material. If such work is found to be defective in any important or essential respect, due to fault of the Contractor or his subcontractors the Contractor shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the actual cost of labor and material necessarily involved in the examination and replacement, plus 15 percent of such costs to cover superintendence, general expenses and profit, shall be allowed the Contractor and he shall, in addition to completion of the work of the entire Contract which has been delayed thereby be granted a suitable extension of time on account of the additional work involved.

d. Inspection of materials and appurtenances to be incorporated in the Improvements embraced in this Contract may be made at the place of production, manufacture or shipment, whenever the quantity justifies it, and such inspection and acceptance, unless otherwise stated in the Technical Specifications, shall be final, except as regards (1) latent defects, (2) departures from specific requirements of the Contract, (3) damage or loss in transit, or (4) fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the inspection of materials as a whole or in part will be made at the Project Site.



DIVISION I  
GENERAL CONDITIONS, PART I

129. INSURANCE

a. Before commencing work, the Contractor shall submit copies of his Workmen's Compensation and Manufacturers' and Contractors' Public Liability Insurance Policies to the Local Public Agency for review and approval. He shall similarly submit his subcontractors' policies of similar insurance before each commences work. The policies submitted shall be scheduled on approved form to be supplied by the Local Public Agency. The Local Public Agency will, in writing, identify the policies and indicate its approval or disapproval. New policies from other companies shall be provided in place of those disapproved. Such insurance shall be carried with financially responsible insurance companies, liscensed in the State of Oregon and approved by the Local Public Agency and shall be kept in force until the Contractor's work is accepted by the Local Public Agency. Contracts of insurance (covering all operations under this Contract) which expire before the Contractor's work is accepted by the Local Public Agency shall be renewed and submitted to the Local Public Agency for its approval.

b. The Contractor shall carry or require that there be carried Workmen's Compensation Insurance for all his employees and those of his subcontractors engaged in work at the site, in accordance with State or Territorial Workmen's Compensation Laws.

c. The Contractor shall carry or require that there be carried Manufacturers' and Contractors' Public Liability Insurance with limits of \$200,000/\$500,000 to protect the Contractor and his subcontractors against claims for injury to or death of one, or more than one person, because of accidents which may occur or result from operations under the Contract; such insurance shall cover the use of all equipment, including but not limited to excavating machinery, trenching machines, cranes, hoists, rollers, concrete mixers, motor vehicles, etc., in the construction of the Improvements embraced in this Contract. Such insurance shall, without prejudice to coverage otherwise existing therein, name as additional insureds the Portland Development Commission (the Local Public Agency), its officers, agents and employees, and shall further provide that this policy shall not be cancelled prior to the completion of this Contract without ten (10) days notice to the Auditor of the Local Public Agency.

d. The Contractor shall carry, during the life of the Contract, Property Damage Insurance in the penal sum of \$300,000 to protect the

DIVISION I  
GENERAL CONDITIONS, PART I

e. Neither inspection, testing, approval nor acceptance of the work in whole or in part, by the Local Public Agency or its agents shall relieve the Contractor or his sureties of full responsibility for materials furnished or work performed not in strict accordance with the Contract.

126. REVIEW BY LOCAL PUBLIC AGENCY

The Local Public Agency, its authorized representatives and agents and the Representative for the Secretary (as defined under GENERAL CONDITIONS, PART II) shall, at all times have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, material invoices, and other relevant data and records pertaining to this Contract, provided, however, that all instructions and approval with respect to the work will be given to the Contractor only by the Local Public Agency through its authorized representatives or agents.

127. FINAL INSPECTION

a. When the Improvements embraced in this Contract are substantially completed, the Contractor shall notify the Local Public Agency in writing that the work will be ready for final inspection on a definite date which shall be stated in the notice. The notice will be given at least ten (10) days prior to the date stated for final inspection, and bear the signed concurrence of the representative of the Local Public Agency having charge of inspection. If the Local Public Agency determines that the status of the Improvements is as represented, it will make the arrangements necessary to have final inspection commenced on the date stated in the notice, or as soon thereafter as is practicable. The inspection party will also include the representatives of the Department of Housing and Urban Development and representatives of each department of the Local Government having in charge improvements of like character when such Improvements are later to be accepted by the Local Government.

128. DEDUCTION FOR UNCORRECTED WORK

If the Local Public Agency deems it not expedient to require the Contractor to correct work not done in accordance with the Contract Documents, an equitable deduction from the Contract Price will be made by agreement between the Contractor and the Local Public Agency and subject to settlement, in case of dispute, as herein provided.

DIVISION I  
GENERAL CONDITIONS, PART I

Contractor, the subcontractors and the Local Public Agency from all claims for property damage which might arise from operations under this Contract. Such insurance shall, without prejudice to coverage otherwise existing therein, name as additional insureds the Portland Development Commission (The Local Public Agency), its officers, agents and employees, and shall further provide that this policy shall not be cancelled prior to the completion of this contract without ten (10) days notice to the Auditor of the Local Public Agency.

130. PATENTS

The Contractor shall hold and save the Local Public Agency, its officers, agents, and employees, harmless from liability of any nature or kind, including costs and expenses, for or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the Local Public Agency, unless otherwise specifically stipulated in the Technical Specifications.

131. WARRANTY OF TITLE

No material, supplies, or equipment to be installed or furnished under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale lease-purchase or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. The Contractor shall warrant good title to all materials, supplies, and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed or placed thereon by him to the Local Public Agency free from any claims, liens, or charges. Neither the Contractor nor any person, firm or corporation furnishing any material or labor for any work covered by this Contract shall have any right to a lien upon any improvement or appurtenance thereon. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any bond given by the Contractor for their protection or any rights under any law permitting such persons to look to funds due the Contractor in the hands of the Local Public Agency. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.



DIVISION I  
GENERAL CONDITIONS, PART I

132. GENERAL GUARANTY

Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of the Improvements embraced in this Contract by the Local Public Agency or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of 12 months from date of final acceptance of the work, except as modified hereunder. The Local Public Agency will give notice of defective materials and work with reasonable promptness.

Additional provisions and extensions of guaranty period are included in various Sections of the TECHNICAL SPECIFICATIONS and/or the SPECIAL CONDITIONS.

133. RESPONSIBILITY OF CONTRACTOR

Except as otherwise specifically stated in the Contract Documents and Technical Specifications, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, heat, power, transportation, superintendence, temporary construction of every nature, charges, levies, fees or other expenses incurred and all other services and facilities of every nature whatsoever necessary for his performance of the Contract and to deliver all Improvements embraced in this Contract complete in every respect within the specified time.

134. COMMUNICATIONS

a. All notices, demands, requests, instructions, approvals, proposals and claims must be in writing.

b. Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor stated on the signature page of the Agreement (or at such other office as the Contractor may from time to time designate in writing to the Local Public Agency), or if deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission, in each case addressed to such office.

DIVISION I  
GENERAL CONDITIONS, PART I

c. All papers required to be delivered to the Local Public Agency shall, unless otherwise specified in writing to the Contractor, be delivered to the Portland Development Commission at 1700 S. W. Fourth Avenue, Portland, Oregon 97201, and any notice to or demand upon the Local Public Agency shall be sufficiently given if so delivered, or if deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission to said Local Public Agency at such address, or to such other representatives of the Local Public Agency or to such other address as the Local Public Agency may subsequently specify in writing to the Contractor for such purpose.

d. Any such notice shall be deemed given as of the time of actual delivery or (in case of mailing) when the same should have been received in due course of post, or in the case of telegrams, at the time of actual receipt, as the case may be.

e. All Change Orders will be countersigned by the Engineer and the Executive Director of the Portland Development Commission.

135. INTERPRETATION OF SPECIFICATIONS

It shall be the duty of the Engineer to interpret the Drawings and Specifications, and decide the true meaning thereof. Such interpretation shall be in writing if asked for by either party hereto. The decision of the Engineer relating to the Drawings and Specification, the acceptability of material or equipment, the proper execution of the work, the measurement of quantities, or the quantity, character and classification of material shall be final and binding upon both parties to the Contract. The Engineer may amend or correct any errors or omissions in the Drawings and Specifications when such amendments or corrections are necessary to make definite the intent indicated by a reasonable interpretation of the Contract requirements.

136. CONTROL OF PROJECT

a. The work shall be done under the direction and to the satisfaction of the Engineer. The Contractor shall do all the work and furnish all labor, materials, equipment, tools, and machines necessary for the performance and completion of the project in accordance with the specifications within the specified time.

DIVISION I  
GENERAL CONDITIONS, PART I

b. The Engineer shall at all times have access to the work wherever it is in preparation or progress and the Contractor shall provide proper facilities for such access and for inspection. The Contractor shall make application to the Engineer for inspection at least forty-eight (48) hours in advance of starting any work. Inspectors shall be recognized as authorized agents of the Engineer, and their duties shall be to pass upon materials used and work performed. Instructions given by the inspector shall be respected and executed by the Contractor, but no inspector shall have any power to waive the terms of the Contract or the obligations of the Contractor thereunder to furnish good materials or do the work in a thorough and workmanlike manner.

c. If Saturday, Sunday, holiday or overtime work is to be performed, the Engineer or his Inspector shall be notified twenty-four (24) hours in advance.

End of General Conditions, Part I



DIVISION J  
GENERAL CONDITIONS, PART II

(FEDERAL LABOR-STANDARDS PROVISIONS)

201. THE PROJECT TO WHICH THE WORK COVERED BY THIS  
CONTRACT PERTAINS

The project to which the work covered by this Contract pertains is being assisted under Title I of the Housing Act of 1949, as amended, by the United States of America, and the following Federal Labor-Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

202. DEFINED TERMS

Except where the context clearly indicates otherwise, the following terms as used in these Federal Labor-Standards Provisions, shall have the meanings ascribed to them in this Section. The term "Secretary" means the Secretary of Housing and Urban Development, or other person who may be at the time acting in the capacity or authorized to perform the functions of such Secretary, or the authorized representative thereof, or any other person designated by such Secretary to perform his functions. The term, "subcontractor", means any subcontractor whose subcontract covers any of the work covered by this Contract. The term, "subcontract", means any subcontract which calls for the performance of any of the work covered by this contract.

203. MINIMUM SALARY RATES FOR ARCHITECTS, TECHNICAL ENGINEERS,  
DRAFTSMEN, AND TECHNICIANS

All architects, technical engineers, draftsmen, and technicians (herein called "technical employees") employed upon the work covered by this Contract shall be paid unconditionally and not less often than once each month, and without subsequent deduction or rebate on any account (except such payroll deductions as are made mandatory by law and such other payroll deductions as are permitted by the applicable regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to the Anti-Kickback Act hereinafter identified), the full amounts due at the time of payment computed at salary rates not less than those set forth in the attached Exhibit "A" below regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such technical employees.

DIVISION J

GENERAL CONDITIONS, PART II

TECHNICAL SALARY DETERMINATIONS

State of Oregon  
(City)

(State)

Date June 1, 1971

(Name of Local Authority)

(Project Number)

(Type of Contract or Nature of Work)

The following minimum salary rates applicable to the above work have been determined pursuant to Section 16(2) of the United States Housing Act as amended.

[Signature]  
Labor Relations Specialist

[Signature]  
Assistant Regional Administrator for Housing - Asst. Dir. -

CLASSIFICATIONS	MINIMUM SALARY RATES			REMARKS
	PER HOUR	PER MONTH	PER ANNUM	
Designer (Planner)	8.75			
Engineer (3)	7.42			
Engineer (2) *	6.14			
Engineer (1)	4.61			
Landscape Architect	6.74			
Draftsman (3)	4.76			
Draftsman (2)	4.20			
Draftsman (1)	3.60			
Inspector	5.40			
Chief of Party	5.57			
Instrumentman	5.07			
Rodman <del>Chairman</del>	3.74			
Chairman	3.46			





DIVISION J  
GENERAL CONDITIONS, PART II

204. MINIMUM WAGE RATES FOR LABORERS AND MECHANICS

All laborers and mechanics employed upon the work covered by this Contract shall be paid unconditionally and not less often than once each week, and without subsequent deduction or rebate on any account (except such payroll deductions as are made mandatory by law and such other payroll deductions as are permitted by the applicable regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to the Anti-Kickback Act hereinafter identified), the full amounts due at time of payment computed at wage rates not less than those contained in the wage determination decision of said Secretary of Labor which is set forth below and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such laborers and mechanics. All laborers and mechanics employed upon such work shall be paid in cash, except that payment may be by check if the employer provides or secures satisfactory facilities approved by the Local Public Agency for the cashing of the same without contributions made or costs reasonable anticipated under Section 1(b) (2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section 5.5(a) (1) (iv) of Title 20, Code of Federal Regulations. Also for the purpose of this clause, regular contributions made or costs incurred for more than a weekly period under plans, funds, or programs, but covering the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

# DIVISION J GENERAL CONDITIONS, PART II

## NOTICES

3693

State: Oregon; Counties: State-wide.

SUPERSEDES DECISIONS

Decision No. A.M.-676, Date of decision: Feb. 13, 1972.

Supersedes Decision No. A.M.-2,475, dated Aug. 27, 1971, in 33 F.R. 17217.

Description of work: Building construction (excluding single-family homes and garden-type apartments up to and including 4 stories), heavy and highway construction, and dredging.

Classification	Basic hourly rates	Fringe benefits payments				
		H & W	Pensions	Vacation	App. Tr.	Other
Asbestos workers						
Boiler makers	\$7.35	\$0.35	\$0.60		\$0.06	
Boiler makers' helpers	8.70	.30	.70	\$0.45	.02	
Bricklayers, stone masons	6.40	.30	.70	.45	.02	
Chickama, Clatsop, Columbia, Gilliam, Hood River North 1/2 of Lincoln, Marion, Multnomah, Morrow, Polk, Sherman, Tillamook, Wasco (north of the city of Maupin, Washington, and Yamhill Counties)						
Baker, North 1/2 of Malheur, Union, and Wallowa Counties	7.10	.35	.35		.02	
Benton, Coos, Crook, Curry, Deschutes, Douglas, Grant, Harney, Jackson, Jefferson, Josephine, Klamath, Lake, Lane, South 1/2 of Lincoln, Linn, South 1/2 of Malheur, Wasco (including the city of Maupin and south thereof), and Wheeler Counties	6.91	.15				
Carpenters:						
Acoustical and drywall applicators; automatic nailing machine; carpenters; form strippers; man-holes; builders	6.75	.35	.85		.02	
Piledrivers, bridge, dock and wharf builders	6.33	.40	.35	.30	.03	
Floor layers and finishers; stationary power saw operators	6.43	.40	.35	.30	.03	
Boon men	6.50	.40	.35	.30	.03	
Millwrights and machine erectors	6.58	.40	.35	.30	.03	
Cement masons:						
Cement masons	6.63	.40	.35	.30	.03	
Mastic worker; composition workers; gunite man; power machinery operator	5.91	.30	.25		.09	
Drywall tapers	6.035	.30	.25		.01	
Electricians:						
Malheur County:	5.85	.25		.60	.01	
Electricians						
Cable splicers	8.52	.22	1%		2/10%	
Baker, Gilliam, Grant, Morrow, Umatilla, Union, Wallowa, and Wheeler Counties:	7.18	.22	1%		2/10%	
Electricians						
Cable splicers	7.12	.25	1%		\$0.02	
Coos, Curry, Lincoln, and those portions of Douglas and Lane Counties lying west of a line north and south from the northeast corner of Coos County to the southeast corner of Lincoln County:	7.57	.25	1%		.02	
Electricians						
Cable splicers	7.14	.15	1%			
Clatsop and Tillamook Counties:						
Electricians	7.85	.15	1%			
Cable splicers						
Benton, Crook, Deschutes, Jefferson, Lane (except coast portion), Linn, Marion, Polk Counties, and 1/2 of Yamhill County:	7.10	.15	1% + .30			
Electricians	7.60	.15	1% + .30			
Cable splicers						
Chickama, Columbia, Hood River, Multnomah, Sherman, Wasco, Washington Counties, and 1/2 of Yamhill County:						
Electricians	8.90	.15	1%		.02	
Cable splicers	7.15	.15	1%		.02	
Harney, Jackson, Josephine, Klamath, Lake Counties and that portion of Douglas lying east of a line running north and south from the corner of Coos County to the southeast corner of Lincoln County:						
Electricians	7.10	.15	1% + .30		.02	
Cable splicers	7.60	.15	1% + .30		.02	
Elevator constructors:						
Cable splicers	7.42	.15	1%		.03	
Elevator constructors	7.87	.15	1%		.02	
Elevator constructors' helpers	6.54	.15	\$0.20	2% + .3		
Elevator constructors' helpers (prob.)	70% JR	.15	.20	2% + .3		
Glassers	50% JR					
Ironworkers:	\$9.23	.15	.20	.45	.01	
Reinforcing						
Fence erectors; ornamental; riggers; signal men; structural	7.28	.43	.40		.05	
Labors:	7.28	.43	.40		.03	
Chickama, Clatsop, Columbia, Gilliam, Harney, Hood River, Morrow, Multnomah, Sherman, Tillamook, Wasco, Washington, and Yamhill Counties						
Marble setters	6.60	.15			.01	
Chickama, Clatsop, Columbia, Gilliam, Hood River, North 1/2 of Lincoln, Marion, Multnomah, Morrow, Polk, Sherman, Tillamook, Wasco (north of the city of Maupin), Washington, and Yamhill Counties						
Baker, North 1/2 of Malheur, Union, and Wallowa Counties	8.50	.25	.30		.01	
Benton, Coos, Crook, Curry, Deschutes, Douglas, Grant, Harney, Jackson, Jefferson, Josephine, Klamath, Lake, Lane, South 1/2 of Lincoln, Linn, South 1/2 of Malheur, Wasco (including the city of Maupin and south thereof), and Wheeler Counties	6.91	.15				
Painters:						
Brush	6.55	.25	.25		.02	
Spray						
High work over 100'	6.30	.25	.15	\$0.10	.015	
High towers, ground to 100'	8.55	.25	.15	.10	.015	
High towers, ground to 200'	6.50	.25	.15	.10	.015	
High towers, ground to 300'	6.45	.25	.15	.10	.015	
High towers, ground to over 300'	6.50	.25	.15	.10	.015	
Plasterers	7.30	.25	.15	.10	.015	
Plumbers; steamfitters:						
Baker, Harney (except northwest portion), and Malheur Counties	6.45	.35	.35		.01	
Grant (except southwest corner), Morrow, Umatilla, Wallowa, and Union Counties						
1/2 of Benton, Lincoln, and Linn Counties, Marion, Polk, 1/2 of Tillamook, and Yamhill Counties	6.58	.28	.30		.05	
Chickama, Clatsop, Columbia, Gilliam, Hood River, Jefferson, Multnomah, Sherman, 1/2 of Tillamook, Wasco, Wheeler, Washington Counties and 1/2 of Yamhill County	7.15	.28	.45	.44	.06	
Coos, Curry, east portion of Douglas County, Lane (city of Florence)	6.63	.25	.50	.75	.08	
Lane (except for city of Florence), Douglas (except coast portion), Crook, Deschutes, northwest portion of Harney, northern portions of Klamath and Lake Counties, 1/2 of Lincoln, Linn, Benton, and Jefferson Counties, and southwest corner of Grant County	6.74	.40	.30		.05	
Remainder of Klamath and Lake Counties	6.71	.35	.40		.0175	
Jackson and Josephine Counties						
Roofers:						
Chickama, Clatsop, Columbia, Gilliam, Hood River, Jefferson, Multnomah, Sherman, Tillamook, and Wasco Counties	7.20	.21	.30		.02	
Roofers	7.05	.25	.45	.50		
Coal tar	6.85	.25	.15	.43	.02	
Coal tar in confined areas						
Wallowa County	6.65	.45	.35			
Coos, Crook, Curry, Deschutes, Douglas, Harney, Jackson, Josephine, Klamath, Lake, Lane, and Malheur Counties	7.15	.15	.25			
	7.49	.45	.35			
	6.25					
	6.20	.25				



FEDERAL REGISTER, VOL. 37, NO. 34—FRIDAY, FEBRUARY 18, 1972



## GENERAL CONDITIONS, PART II

## NOTICES

3695

## SUPERSEDED DECISIONS—Continued.

Classification	Basic hourly rates	Fringe benefits payments				
		H & W	Pensions	Vacation	App. Tr.	Other
<b>Power equipment operators—Continued</b>						
<b>Group VII:</b> Roller, asphalt; concrete mixer, single drum, 5-bag capacity and over; beltcrete; pumpcrete; cement pump; roller, heavy on and similar; grading machine; concrete pump; tower mobile; A-frame truck, double drums; beam truck; churn drill and earth boring machine; hydraulic backhoe, wheel type, 1 cu. yd. and under with or without front and attachments 1 1/2 cu. yd. and under (Ford, John Deere, Case type); elevating grader, tractor and towed requiring operator or grader; hot rammer; balast regulator; balast tanker multi-purpose; truck burner; the spreader; shuttle car; locomotive, 40 tons and over.	6.66	.40	.50	.20		
<b>Group VIII:</b> Diesel-electric engineer, plant or floating; batch plant and/or wet mix, 1 and 2 drums; generator; diesel-electric engineer; belt loaders, Komatsu and Caterpillar types.	6.70	.40	.50	.20		
<b>Group IX:</b> Bulldozer; drill cat; side-boom cat; compactor, with blade; Chicago boom and similar types; lift slab machine; beam type lifting device, 5 tons capacity or less; cherry picker or similar type crane-hoist 5-ton capacity or less; crissler; crusher plant; belt machine; surface heater and planer; hydraulic backhoe, truck type 1 1/2 cu. yd. loader, front end and overhead 2 1/2 cu. yd. and under 4 cu. yd. pipe cleaning machine; pipe boring machine; pipe bending machine; pipe wrapping machine; bolt torquing machine; drill doctor; incline bit grinder; H.D. mechanic; H.D. welder; machine tool operator; stationary drag scraper; tractor rubber-tired over 50 hp. flywheel; tractor, rubber-tired with boom attachments; trenching machine maximum digging capacity over 3 ft. depth.	6.82	.40	.50	.20		
<b>Group X:</b> Bulldozer, twin-engine (TC 12 and similar type); cable-plow; compactor, multi-engine; driller—percussion, diamond, core, cable, rotary, and similar types; jack operator elevating barrow; barrow operator, self-load; net combination H.D. mechanic-welder; welder—certified, rubber-tired dozers and pushers (Michigan, Cat, Hough type).	6.88	.40	.50	.20		
<b>Group XI:</b> Motor mobilizer, crane, 25 tons and under; shovel, dragline, clamshell, hoe, etc., under 1 cu. yd.; Grapple, under 1 cu. yd.; trucking machine.	6.90	.40	.50	.20		
<b>Group XII:</b> Blade, batch plant and/or wet mix, 3 units or more; hoist, 2-drum; hoist, 3 or more drums; elevating loader, Arthey and similar types; pile-driver (not crane type); rubber-tired scraper, single engine, single scraper; scraper—self-loading, paddle wheel ladder type; rubber-tired scraper, twin engine; rubber-tired scraper, with push-pull attachments; blade mounted spreaders, Ulrich and similar types; shield operator.	6.98	.40	.50	.20		
<b>Group XIII:</b> Blade, finish (working with either red or blue tops); blade, electronically controlled by wire or laser beams; blade, multi-engine; concrete paving and road mixer; bridge crane, locomotive, gantry, overhead; derrick, under 100 tons; hoist, stilling, guy derrick or similar type 50 tons and over; cableway, up to 25 tons; crane, over 25 tons and including 40 tons; tower crane; pile-driver (not crane type); floating clamshell, etc., under 3 cu. yd.; floating crane (derrick barge), less than 50 tons; hydraulic backhoe, truck type over 1 1/2 cu. yds. elevating grader, operated by tractor, motor, Luff or similar types; back-filling machine; shovel, etc., 1 cu. yd. but less than 3 cu. yd.; Grapple, 1 cu. yd. and over; back filling machine.	7.04	.40	.50	.20		
<b>Group XIV:</b> Rubber-tired scraper with tandem scraper.	7.20	.40	.50	.20		
<b>Group XV:</b> Rock hauler, loader, 4 cu. yd. but less than 6 cu. yd.	7.33	.40	.50	.20		
<b>Group XVI:</b> Auto grader (i.e. CMD or trimmer), tandem bulldozer, quad-line and similar type; automatic concrete slip form paver; concrete canal liner; cableway, 35 tons and over, crane, over 40 tons and including 100 tons; whirley, 50 tons and under; floating clamshell, etc., 3 cu. yd. and over; floating crane (derrick barge), 30 tons but less than 80 tons; loader, 3 cu. yd., but less than 3 cu. yd., loader 8 cu. yd., but less than 12 cu. yd.; rubber-tired scraper, with tandem scrapers, multi-engine; shovel, etc., 3 cu. yd. but less than 5 cu. yd.; wheel excavator, under 750 cu. yd. per hour.	7.54	.40	.50	.20		
<b>Group XVII:</b> Crane, over 100 tons and including 200 tons; whirley over 50 tons and including 150 tons; floating crane (derrick barge), 50 tons but less than 150 tons; loader, 12 cu. yd. and over; shovel, etc., 5 cu. yd. and over; canal trimmer.	7.68	.40	.50	.20		
<b>Group XVIII:</b> Crane, over 200 tons; whirley, 150 tons and over; floating crane 150 tons but less than 250 tons; wheel excavator, over 750 cu. yd. per hour; band wagons, in conjunction with wheel excavator.	7.80	.40	.50	.20		
<b>Group XIX:</b> Helicopter, when used in erecting work; floating crane 250 tons and over; remote controlled earth moving equipment (no one operator shall operate more than two pieces of moving equipment at one time); underwater equipment, remote or otherwise.	8.00	.40	.50	.20		
<b>Truck drivers:</b>						
Battery re-builder; bus or man-haul driver; concrete buggies (power operated); dump trucks, side, end and bottom dumps, including semi-trucks and trains or combinations thereof; 6 cu. yd. and under; lift trucks, fork lift all sizes used in loading, unloading and transporting material on job site; loader and/or leverman on concrete dry batch plant (manually operated); pilot car; solo flat bed and miscellaneous body trucks, 0-10 tons; truck helper; truck mechanic helper; warehouseman (warehouse parts, tool men and parts chaser, checker and receivers); water wagons (rated capacity), up to 1,000 gal.	5.95	.35	.40	.15		
*A-frame or hydraulic lift truck wheel bearing surface; lubrication man, fuel truck driver, fireman, wash rack, steam cleaner or combination; team drivers.	5.98	.35	.40	.15		
Dump trucks, side, end and bottom dumps, including semi-trucks and trains or combination thereof; over 6 cu. yd. including 10 cu. yd.; slurry truck driver or leverman; transit mix and dry or wet trucks; 5 cu. yd. and under; fireman (full-time basis); water wagons (rated capacity): 1,000 to 3,000 gal.	6.03	.35	.40	.15		
Flakery spreader driver or leverman; low bed equipment, flat bed semi-trailer, truck and trailer or dollies transporting equipment or wet or dry materials; hand or carrier driver—straddle carrier (used in loading, unloading and transporting of materials on job site); oil distributor driver or leverman; water wagons (rated capacity): 3,000 to 5,000 gal.	6.08	.35	.40	.15		
Dumpster or similar equipment, all sizes; transit mix and wet or dry mix trucks; over 5 cu. yd. and including 7 cu. yd.	6.13	.35	.40	.15		
Dump trucks, side, end, and bottom dumps, including semi-trucks and trains or combinations thereof; over 10 cu. yd. and including 20 cu. yd.; transit mix and dry or wet mix trucks; over 7 cu. yd. and including 9 cu. yd.; truck mechanic-welder—body repairman; water wagons (rated capacity): 5,000 to 7,000 gal.	6.23	.35	.40	.15		
Dump trucks, side, end, and bottom dumps, including semi-trucks and trains or combination thereof; over 20 cu. yd. and including 30 cu. yd.; transit mix and wet or dry mix trucks; over 9 cu. yd. and including 11 cu. yd.; water wagons (rated capacity): over 7,000 gal. to 10,000 gal.	6.33	.35	.40	.15		
Dump trucks, side, end, and bottom dumps, including semi-trucks and trains or combination thereof; over 30 cu. yd. and including 40 cu. yd.; transit mix and wet or dry mix trucks; over 11 cu. yd. and including 13 cu. yd.; water wagons (rated capacity): over 10,000 gal. to 15,000 gal.	6.43	.35	.40	.15		
Dump trucks, side, end, and bottom dumps, including semi-trucks and trains or combination thereof; over 40 cu. yd. and including 50 cu. yd.; transit mix and wet or dry mix trucks; over 13 cu. yd. and including 15 cu. yd.	6.53	.35	.40	.15		
Dump trucks, side, end, and bottom dumps, including semi-trucks and trains or combination thereof; over 50 cu. yd. and including 60 cu. yd.	6.70	.35	.40	.15		
Dump trucks, side, end, and bottom dumps, including semi-trucks and trains or combination thereof; over 60 cu. yd. and including 70 cu. yd.	6.80	.35	.40	.15		

# DIVISION J GENERAL CONDITIONS, PART II

## NOTICES

3696

### SUPERSEDES DECISIONS—Continued

SUPERSEAS DECISIONS—Continued						
Classification	Basic hourly rates	Prize benefits payments				
		H & W	Pensions	Vacation	App. Tr.	Other
<b>Truck drivers—Continued</b>						
Dump trucks, side, end, and bottom dumps, including semi-trucks and trains or combination thereof, over 30 cu. yd. and including 30 cu. yd.	6.90	.35	.40	.15		
Dump trucks, side, end, and bottom dumps, including semi-trucks and trains or combination thereof, over 30 cu. yd. and including 30 cu. yd.	7.00	.35	.40	.15		
Dump trucks, side, end, and bottom dumps, including semi-trucks and trains or combination thereof, over 30 cu. yd. and including 30 cu. yd.	7.10	.35	.40	.15		
Drivers and helpers travelling sacked cement add \$0.15 per hour.						
Which truck takes classification of truck on which winch is mounted.						
<b>Dredging</b>						
Dredger, leverman	7.50	.40	.50	.20		
(a) 5 yards and under	8.14	.40	.50	.20		
(b) Over 5 yards	7.20	.40	.50	.20		
Leverman, hydraulic	6.88	.40	.50	.20		
Assistant engineer (electric generator operator for primary pump; power barge or dredge)	6.78	.40	.50	.20		
Assistant engineer (electric, diesel, steam or booster pump); mates and boatmen	6.88	.40	.50	.20		
Engineer welder crane-man	6.41	.40	.50	.20		
Engineer oiler	6.54	.40	.50	.20		
Assistant mate (deckhand)						
<b>Line Construction—Over 30 cu. yd.</b>						
Cable splicer; leadman pole sprayer	8.02	.15	15%			12%
Leadman pole sprayer; heavy line equipment man; certified line-man welder	7.24	.15	15%			12%
Line-man pole sprayer; heavy line equipment man; certified line-man welder	6.54	.15	15%			12%
Tree trimmer	6.24	.15	15%			12%
Line equipment man	5.46	.15	15%			12%
Head groundman (chipper); head groundman powderman; jackhammer man	5.15	.15	15%			12%
Groundman tree trimmer helper	4.93	.15	15%			12%
Hole digger						

State: Wisconsin; County: Milwaukee.

Decision No. AM-884; Date of decision: Feb. 18, 1972.

Supersedes Decision No. AM-429 dated Aug. 18, 1971, in 36 F.R. 15791.

Description of work: Building, heavy and highway construction, including residential construction and dredging.

Subcontractors	\$7.08	\$0.35	\$0.50	\$0.50		
	7.80	.30	.85		\$0.02	
	7.625	.30	.85		.02	

Additional help:  
Rubbers and Settlement:  
Additional help:  
Tower work:  
Without



# DIVISION J GENERAL CONDITIONS, PART II NOTICES

6613

MODIFICATIONS—Continued

Classification	Base hourly rates	Fringe benefits payments				
		H & W	Pensions	Vacation	App. Tr.	Other
WD No. AM-1731-36 F.R. 14960, Onondaga County, N.Y., Modification No. 5						
CHANGE:						
Building construction:						
Lead burners.....	6.90	.30			c	\$0.01
Linenmen:						
Linenmen, cable splicer helper and material man.....	8.60	.35	1%+.25		d	14%
Groundman.....	7.50	.35	1%+.25		d	14%
Groundman digging machine operator.....	8.45	.35	1%+.25		d	14%
Groundman mobile equipment operator.....	8.00	.35	1%+.25		d	14%
Groundman truckdriver and mechanic.....	7.65	.35	1%+.25		d	14%
Groundman dynamite man.....	8.00	.35	1%+.25		d	14%
Cable splicer.....	9.35	.35	1%+.25		d	14%
Painters:						
Brush.....	7.45	.30	\$0.35			
Structural steel.....	7.45	.30	.35			
Spray.....	7.45	.30				
Footnote: c. Holidays: A through F; Washington's Birthday, Good Friday, and Christmas Eve providing employee has worked 45 full days during the 120 calendar days prior to the holiday and the regular scheduled workdays immediately preceding and following the holiday.						
WD No. AM-1733-36 F.R. 14972, Rensselaer County, N.Y., Modification No. 4						
CHANGE:						
Building construction:						
Ironworkers, structural, ornamental and reinforcing.....	7.40	.34	.85			\$0.02
Lead burners.....	6.90	.30			d	.01
Linenmen:						
Linenmen, cable splicer helper and material man.....	8.60	.35	1%+.25		e	14%
Groundman.....	7.50	.35	1%+.25		e	14%
Groundman digging machine operator.....	8.45	.35	1%+.25		e	14%
Groundman mobile equipment operator.....	8.00	.35	1%+.25		e	14%
Groundman truckdriver and mechanic.....	7.65	.35	1%+.25		e	14%
Groundman dynamite man.....	8.00	.35	1%+.25		e	14%
Cable splicer.....	9.35	.35	1%+.25		e	14%
Footnote: d. Holidays: A through F; Washington's Birthday, Good Friday, and Christmas Eve providing employee has worked 45 full days during the 120 calendar days prior to the holiday and the regular scheduled workdays immediately preceding and following the holiday.						
WD No. AM-1734-36 F.R. 14976, Schenectady County, N.Y., Modification No. 4						
CHANGE:						
Building construction:						
Ironworkers, structural, ornamental, and reinforcing.....	7.40	.34	\$0.85			\$0.02
Lead burners.....	6.90	.30			d	.01
Linenmen:						
Linenmen, cable splicer helpers and material man.....	8.60	.35	1%+.25		e	14%
Cable splicer.....	9.35	.35	1%+.25		e	14%
Groundman.....	7.50	.35	1%+.25		e	14%
Groundman digging machine operator.....	8.45	.35	1%+.25		e	14%
Groundman mobile equipment operator.....	8.00	.35	1%+.25		e	14%
Groundman truckdriver and mechanic.....	7.65	.35	1%+.25		e	14%
Groundman dynamite man.....	8.00	.35	1%+.25		e	14%
Footnote: d. Holidays: A through F; Washington's Birthday, Good Friday, and Christmas Eve providing employee has worked 45 full days during the 120 calendar days prior to the holiday and the regular scheduled workdays immediately preceding and following the holiday.						
WD No. A-1736-36 F.R. 14985, Westchester County, N.Y., Modification No. 4						
CHANGE:						
Lead burners.....	6.90	.30			c	\$0.01
Footnote: c. Holidays: A through F; Washington's Birthday, Good Friday, and Christmas Eve providing the employee has worked 45 full days during the 120 calendar days prior to the holiday and the regular scheduled workdays immediately preceding and following the holiday.						
WD No. AM-8,601-33 F.R. 16755, Oklahoma County, Okla., Modification No. 4						
CHANGE:						
Glassblowers.....	5.82					
WD No. AM-8,602-36 F.R. 16758, Tulsa County, Okla., Modification No. 7						
CHANGE:						
Coat floor layers.....	5.12		\$0.15	.18		.03
Cementmasons.....	6.42					.03
Cementmason.....	6.42					.03
Plaster and stucco.....	6.42					.03
WD No. AM-6,768-37 F.R. 369, Statewide Oregon, Modification No. 1						
CHANGE:						
Asbestos workers.....	7.85	.35	.60			.06
Bricklayers; stonemasons; Clackamas; Clatsop; Columbia; Gilliam; Hood River; north half of Lincoln; Marion; Multnomah; Morrow; Polk; Sherman; Tillamook; Wasco (north of the city of Madras); Washington; Yamhill Counties.....	7.40	.35	.35			.02
Drywall tapers.....	6.70	.32	.15	.50		.015
Ironworkers: Reinforcing; fence erectors; ornamental; riggers; signmen; structural.....	7.13	.43	.40	.25		.03
Painters:						
Brush.....	6.55	.30	.20			.015
Spray.....	6.50	.30	.20			.015
High work over 100 ft.....	7.05	.30	.20			.015
High towers, ground to 100 ft.....	6.70	.30	.20			.015
High towers, ground to 300 ft.....	7.05	.30	.20			.015
High towers, ground to over 300 ft.....	7.55	.30	.20			.015
Plumbers; steamfitters; Clackamas; Clatsop; Columbia; Gilliam; Hood River; Jefferson; Multnomah; Sherman; north half of Tillamook; Wasco; Wheeler; Washington; and north half of Yamhill Counties.....	7.05	.50	.65			.67



DIVISION J

GENERAL CONDITIONS, PART II

205. UNDERPAYMENTS OF WAGES OR SALARIES

In case of underpayment of wages or salaries by the Contractor or by any subcontractor to laborers, mechanics, or technical employees employed by the Contractor or subcontractor upon the work covered by this Contract, the Local Public Agency in addition to such other rights as may be afforded it under this Contract may withhold from the Contractor, out of any payments due the Contractor, so much thereof as the Local Public Agency may consider necessary to pay such laborers, mechanics, or technical employees the full amount of wages or salaries required by this Contract. The amount so withheld shall be disbursed by the Local Public Agency, for and on account of the Contractor or the subcontractor (as may be appropriate), to the respective laborers, mechanics or technical employees to whom the same is due or on their behalf to plans, funds, or programs for any type of fringe benefit prescribed in the applicable wage determination.

206. FRINGE BENEFITS AS PART OF WAGES

The Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b) (2) (B) of the Davis-Bacon Act, or any bona fide fringe benefits not expressly listed in Section 1(b) (2) of the Davis-Bacon Act or otherwise not listed in the wage determination decision of the Secretary of Labor which is included in this Contract, when the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. Whenever practicable, the Contractor should request the Secretary of Labor to make such findings before the making of the Contract. In the case of unfunded plans and programs, the Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. A copy of any findings made by the Secretary of Labor in respect to fringe benefits being provided by the Contractor must be submitted to the Local Public Agency with the first payroll filed by the Contractor subsequent to receipt of the findings.

207. CONTRACT WORK HOURS STANDARDS ACT - OVERTIME COMPENSATION

a. Overtime requirements. No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards,

DIVISION J  
GENERAL CONDITIONS, PART II

shall require or permit any laborer or mechanic in any workweek in which he is employed on such work to work in excess of eight hours in any calendar day or in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such workweek, as the case may be.

b. Violation; Liability of unpaid wages; Liquidated damages. In the event of any violation of the clause set forth in Paragraph a, the Contractor and any subcontractor responsible therefor shall be liable to any affected employee for his unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violations of the clause set forth in Paragraph a, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of eight hours or in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in Paragraph a.

c. Withholding for liquidated damages. The Local Public Agency may withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for liquidated damages as provided in the clause set forth in Paragraph b.

d. Subcontracts. The Contractor shall insert in any subcontracts the clause set forth in Paragraphs a, b, and c of this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

208. EMPLOYMENT OF APPRENTICES

Apprentices (to mechanics) will be permitted to perform work covered by this Contract only under a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the Federal Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized Agency exists in a State,



DIVISION J  
GENERAL CONDITIONS, PART II

under a program registered with the Bureau of Apprenticeship and Training, United States Department of Labor. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered as above, shall be paid the wage rate determined by the Secretary of Labor, United States Department of Labor, for the classification of work he actually performed. The Contractor or subcontractor will be required to furnish written evidence of the registration of his program and apprentices, as well as of the appropriate ratios and wage rates for the area of construction, prior to using any apprentices of the contract work.

209. CONTRACTOR'S CERTIFICATES

Before each payment by the Local Public Agency to the Contractor under this Contract, the Contractor shall furnish the Local Public Agency with his certificate, in duplicate, substantially to the effect that the Contractor and each subcontractor has complied with the wage and other Labor-Standards Provisions of this Contract which pertain to laborers and mechanics employed upon the work covered by this Contract or that there is an honest dispute with respect to such provisions. The form of the certificate to be used will be furnished by the Local Public Agency.

210. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Contract, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of color, race, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Local Public Agency setting forth the provisions of this nondiscrimination clause.



DIVISION J  
GENERAL CONDITIONS, PART II

b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

c. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations, and relevant orders of the Secretary of Labor.

e. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department of Housing and Urban Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f. In the event of the Contractor's noncompliance with the non-discrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government Contracts of federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g. The Contractor will include the portion of the sentence immediately proceeding Paragraph a. and the provisions of Paragraphs a. through g. in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department of Housing and Urban Development may direct as a means of enforcing such provisions, including sanctions for noncompliance; Provided, however, That in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department of Housing and Urban Development, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

DIVISION J  
GENERAL CONDITIONS, PART II

211. EMPLOYMENT OF CERTAIN PERSONS PROHIBITED

No person who, at the time, is serving sentence in a penal or correctional institution shall be employed on the work covered by this Contract.

212. REGULATIONS PURSUANT TO SO-CALLED "ANTI-KICKBACK ACT"

The Contractor shall comply with the applicable regulations ( a copy of which is attached and herein incorporated by reference) of the Secretary of Labor, United States Department of Labor, made pursuant to the so-called "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 862: title 18 U.S.C., section 874; and title 40 U.S.C., section 276c) and any amendments or modifications thereof, shall cause appropriate provisions to be inserted in subcontracts to insure compliance therewith by all sub-contractors subject thereto, and shall be responsible for the submission of affidavits required of subcontractors thereunder, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions from the requirements thereof.

213. EMPLOYMENT OF LABORERS OR MECHANICS NOT LISTED IN  
AFORESAID WAGE DETERMINATION DECISION

Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract will be classified or reclassified conformably to wage determination by the Local Public Agency, and a report of the action taken shall be submitted by the Local Public Agency, through the Secretary, to the Secretary of Labor, United States Department of Labor. In the event the interested parties cannot agree on the proper classification or reclassification of a particular class of laborers and mechanics to be used, the question accompanied by the recommendation of the Local Public Agency shall be referred, through the Secretary to the Secretary of Labor for final determination.

214. FRINGE BENEFITS NOT EXPRESSED AS HOURLY WAGE RATES

The Local Public Agency shall require, whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly wage rate and the Contractor is obligated to pay a cash equivalent of such a fringe benefit, an hourly cash equivalent thereof to be established. In the event the interested parties cannot agree upon a cash equivalent of the fringe benefit, the question, accompanied by the recommendation of the Local Public Agency, shall be referred, through Secretary to the Secretary of Labor for determination.



DIVISION J  
GENERAL CONDITIONS, PART II

215. POSTING WAGE DETERMINATION DECISIONS AND AUTHORIZED  
WAGE DEDUCTIONS

The applicable wage poster of the Secretary of Labor, United States Department of Labor (Form SOL-155), and the applicable wage determination decisions of said Secretary of Labor with respect to the various classifications of laborers and mechanics employed and to be employed upon the work covered by this Contract, and a statement showing all deductions, if any, in accordance with the provisions of this Contract, to be made from wages actually earned by persons so employed or to be employed in such classifications shall be posted at appropriate conspicuous points at the site of the work.

216. COMPLAINTS, ETC., BY EMPLOYEES

No laborer, mechanic, or technical employee to whom the wage, salary, or other labor-standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor, because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

217. CLAIMS AND DISPUTES PERTAINING TO SALARY RATES FOR  
TECHNICAL EMPLOYEES

Claims and disputes pertaining to salary rates or to classifications of technical employees employed upon the work covered by this Contract shall be promptly reported in writing by the Contractor to the Local Public Agency for the latter's decision which shall be final with respect thereto.

218. CLAIMS AND DISPUTES PERTAINING TO WAGE RATES FOR  
LABORERS AND MECHANICS

Claims and disputes pertaining to wage rates or to classifications of laborers and mechanics employed upon the work covered by this Contract shall be promptly reported by the Contractor in writing to the Local Public Agency for referral by the latter through the Secretary to the Secretary of Labor, United States Department of Labor, whose decision shall be final with respect thereto.



DIVISION J

GENERAL CONDITIONS, PART II

219. QUESTIONS CONCERNING CERTAIN FEDERAL STATUTES AND REGULATIONS

All questions arising under this Contract which relate to the application or interpretation of (a) the aforesaid Anti-Kickback Act, (b) the Contract Work Hours Standards Act, (c) the regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to said Acts, (d) the aforesaid Davis-Bacon Act, or (e) the labor-standards provisions of Title I of the Housing Act of 1949, as amended, shall be referred, through the Local Public Agency and the Secretary, to the Secretary of Labor, United States Department of Labor, for appropriate ruling or interpretation by said Secretary of Labor which shall be authoritative and may be relied upon for the purposes of this Contract.

220. PAYROLLS AND BASIC PAYROLL RECORDS OF THE CONTRACTOR AND SUBCONTRACTORS

The Contractor and each subcontractor shall prepare his payrolls on form satisfactory to and in accordance with instructions to be furnished by the Local Public Agency. The Contractor shall submit weekly to the Local Public Agency two certified copies of all payrolls of the Contractor and of the subcontractors, it being understood that the Contractor shall be responsible for the submission of copies of payrolls of all subcontractors. Each such payroll shall contain the "Weekly Statement of Compliance" set forth in Section 3.3 of Title 29, Code of Federal Regulations. The payrolls and basic payroll records of the Contractor and each subcontractor covering all laborers and mechanics employed upon the work covered by the Contract shall be maintained during the course of the work and preserved for a period of three years thereafter. Such payrolls and basic payroll records shall contain the name and address of each such employee, his correct classification, rate of pay (including rates of contributions or costs anticipated of the types described in Section 1(b) (2) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. In addition, whenever the Secretary of Labor has found under Section 5.5 (a) (1) (iv) of Title 29, Code of Federal Regulations, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1 (b) (2) (B) of the Davis-Bacon Act, the Contractor or subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially

DIVISION J  
GENERAL CONDITIONS, PART II

responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. The Contractor and each subcontractor shall make his employment records with respect to persons employed by him upon the work covered by this Contract available for inspection by the Secretary, and authorized representatives of the Local Public Agency and of the United States Department of Labor. The Secretary and such representatives shall be permitted to interview employees of the Contractor or of any subcontractor during working hours on the job.

221. SPECIFIC COVERAGE OF CERTAIN TYPES OF WORK BY EMPLOYEES

The transporting of materials and supplies to or from the site of the Project to which this Contract pertains by the employees of the Contractor or of any subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the Project to which this Contract pertains by persons employed by the Contractor or by any subcontractor, shall, for the purposes of this Contract, and without limiting the generality of the foregoing provisions of this Contract, be deemed to be work to which these Federal Labor-Standards Provisions of this Part II of General Conditions are applicable.

222. INELIGIBLE SUBCONTRACTORS

The Contractor shall not subcontract any part of the work covered by this Contract or permit subcontracted work to be further subcontracted without the Local Public Agency's prior written approval of the subcontractor. The Local Public Agency will not approve any subcontractor for work covered by this Contract who is at the time ineligible under the provisions of any applicable regulations issued by the Secretary of Labor, United States Department of Labor, to receive an award of such subcontract.

223. INTEREST OF CERTAIN FEDERAL AND OTHER OFFICIALS.

a. No Member of or Delegate to the Congress of the United States and no Resident Commissioner shall be admitted to any share or part of this Contract or to any benefit to arise from the same: Provided, That the foregoing provision of this Section shall not be construed to extend to this Contract if made with a corporation for its general benefit.



DIVISION J  
GENERAL CONDITIONS, PART II

b. No member of the governing body of the Local Public Agency who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains, and no other officer or employee of the Local Public Agency who exercises any such functions or responsibilities, shall have any private interest, direct or indirect, in this Contract which is incompatible or in conflict with the discharge or fulfillment of his functions and responsibilities in connection with the carrying out of the Project to which this Contract pertains.

224. PROVISIONS TO BE INCLUDED IN CERTAIN SUBCONTRACTS

The Contractor shall include or cause to be included in each subcontract covering any of the work covered by this Contract, provisions which are consistent with the Federal Labor-Standards Provisions of this Part II of General Conditions, and also a clause requiring the subcontractors to include such provisions in any lower tier subcontracts which they may enter into, together with a clause requiring such insertion in any further subcontracts that may in turn be made.

225. BREACH OF FOREGOING FEDERAL LABOR-STANDARDS PROVISIONS

In addition to the causes for termination of this Contract as herein elsewhere set forth, the Local Public Agency hereby reserves the right to terminate this Contract if the Contractor or any subcontractor whose subcontract covers any of the work covered by this Contract shall breach any of the Federal Labor-Standards Provisions of this Part II of General Conditions which pertain to laborers or mechanics. A breach of said Federal Labor-Standards Provisions may also be grounds for debarment as provided by the applicable regulations issued by the Secretary of Labor, United States Department of Labor.

End of Division J



DIVISION K  
ATTACHMENT TO PART II OF GENERAL CONDITIONS

SO-CALLED "ANTI-KICKBACK ACT" AND REGULATIONS PROMULGATED  
PURSUANT THERETO BY THE SECRETARY OF LABOR,  
UNITED STATES DEPARTMENT OF LABOR

(Seven pages)

**SO-CALLED "ANTI-KICKBACK ACT" AND REGULATIONS PROMULGATED  
PURSUANT THERETO BY THE SECRETARY OF LABOR,  
UNITED STATES DEPARTMENT OF LABOR**

**TITLE 18, U.S.C., section 874**

(Replaces section 1 of the Act of June 13, 1934 ((48 Stat. 948, 40 U.S.C.,  
sec. 276b)) pursuant to the Act of June 25, 1948, 62 Stat. 862)

**KICKBACKS FROM PUBLIC WORKS EMPLOYEES**

Whoever, by force, intimidation, or threat of procuring dismissal from employment, or by any other manner whatsoever induces any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined not more than \$5,000 or imprisoned not more than five years, or both.

**SECTION 2 OF THE ACT OF JUNE 13, 1934, AS AMENDED (48 Stat. 948, 62 Stat. 862,  
63 Stat. 108, 72 Stat. 967, 40 U.S.C., sec. 276c)**

The Secretary of Labor shall make reasonable regulations for contractors and subcontractors engaged in the construction, prosecution, completion or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States, including a provision that each contractor and subcontractor shall furnish weekly a statement with respect to the wages paid each employee during the preceding week. Section 1001 of Title 18 (United States Code) shall apply to such statements.

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Pursuant to the aforesaid Anti-Kickback Act, the Secretary of Labor, United States Department of Labor, has promulgated the regulations hereinafter set forth, which regulations are found in Title 29, Subtitle A, Code of Federal Regulations, Part 3. The term, "this part," as used in the regulations hereinafter set forth, refers to Part 3 last above mentioned. Said regulations are as follows:

**CONTRACTORS AND SUBCONTRACTORS ON PUBLIC BUILDING AND PUBLIC WORK  
AND ON BUILDING AND WORK FINANCED IN WHOLE OR IN PART  
BY LOANS OR GRANTS FROM THE UNITED STATES**

**Sec. 3.1 Purpose and scope.**

This part prescribes "anti-kickback" regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with Federally-assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly

submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

### Sec. 3.2 Definitions.

As used in the regulations in this part:

(a) The terms "building" or "work" generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, powerlines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a "building" or "work" within the meaning of the regulations in this part.

(b) The terms "construction," "prosecution," "completion," or "repair" mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.

(c) The terms "public building" or "public work" include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.

(d) The term "building or work financed in whole or in part by loans or grants from the United States" includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directly or indirectly from funds provided by loans or grants by a Federal agency. The term does not include building or work for which Federal assistance is limited solely to land guarantees or insurance.

(e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is "employed" and receiving "wages," regardless of any contractual relationship alleged to exist between him and the real employer.

(f) The term "any affiliated person" includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary, or otherwise, and an officer or agent of such corporation.

(g) The term "Federal agency" means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentalities of the United States and of the District of Columbia, including corporations, all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentalities.

### Sec. 3.3 Weekly statement with respect to payment of wages.

(a) As used in this section, the term "employee" shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.



(b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by these regulations during the preceding weekly payroll period. The statement shall be executed by the contractor or subcontractor or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages, and shall be in the following form:

#### WEEKLY STATEMENT OF COMPLIANCE

Date \_\_\_\_\_

I, \_\_\_\_\_ do hereby state:

(Name of signatory party)

(Title)

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

(Contractor or subcontractor)

the \_\_\_\_\_; that during the payroll period commencing on the \_\_\_\_\_ day of \_\_\_\_\_,

(Building or work)

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 \_\_\_\_\_

\_\_\_\_\_ 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 defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948; 63 Stat. 108; 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below;

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

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

(4) That:

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

- ☐ In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

**(b) WHERE FRINGE BENEFITS ARE PAID IN CASH**

- ☐ Each laborer or mechanic listed in the above referenced payroll has been paid as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the Contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)		EXPLANATION
REMARKS		
NAME AND TITLE		SIGNATURE
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.		

Section 1001 of Title 18 of the United States Code (Criminal Code and Criminal Procedure) shall apply to such statement as provided at 72 Stat. 967 (18 U.S.C. 1001, among other things, provides that whoever knowingly and willfully makes or uses a document or fraudulent statement of entry, in any matter within the jurisdiction of any department or agency of the United States, shall be fined not more than \$10,000 or imprisoned not more than five years, or both).

- (c) The requirements of this section shall not apply to any contract of \$2,000 or less.

- (d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.

**Sec. 3.4** Submission of weekly statements and the preservation and inspection of weekly payroll records.

- (a) Each weekly statement required under Sec. 3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or, if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.

(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each laborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

Sec. 3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor:

(a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.

(b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A "bona fide prepayment of wages" is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

(c) Any deduction of amounts required by court process to be paid to another, unless, the deduction is in favor of the contractor, subcontractor, or any affiliated person, or when collusion or collaboration exists.

(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions or annuities or retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, of unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: *Provided, however,* That the following standards are met: (1) The deduction is not otherwise prohibited by law; (2) it is either: (i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or (ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; (3) no profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and (4) the deductions shall serve the convenience and interest of the employee.

(e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

(f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.

(g) Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasi-governmental agencies, such as the American Red Cross.

(h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.

(i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: *Provided, however,* That a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.



(j) Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and Part 531 of this title. When such a deduction is made the additional records required under Sec. 516.25(a) of this title shall be kept.

Sec. 3.6 Payroll deductions permissible with the approval of the Secretary of Labor.

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under Sec. 3.5. The Secretary may grant permission whenever he finds that:

(a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise;

(b) The deduction is ~~not~~ otherwise prohibited by law;

(c) The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) ~~provided for in a bona fide~~ provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of ~~its~~ employees; and

(d) ~~the~~ deduction serves the convenience and interest of the employee.

Sec. ~~3.7~~ Applications for the approval of the Secretary of Labor.

Any application for the making of payroll deductions under Sec. 3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

(a) The application shall be in writing and shall be addressed to the Secretary of Labor.

(b) The application shall identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions only on specific, identified contracts, except upon a showing of exceptional circumstances.

(c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of Sec. 3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.

(d) The application shall include a description of the proposed deduction, the purpose to be served thereby, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.

(e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant.

Sec. 3.8 Action by the Secretary of Labor upon applications.

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of Sec. 3.6; and shall notify the applicant in writing of his decision.

Sec. 3.9 Prohibited payroll deductions.

Deductions not elsewhere provided for by this part and which are not found to be permissible under Sec. 3.6 are prohibited.

Sec. 3.10 Methods of payment of wages.

The payment of wages shall be by cash, negotiable instruments payable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

Sec. 3.11 Regulations part of contract.

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see Sec. 5.5(a) of this subtitle.

W. Willard Wirtz,

*Secretary of Labor.*

DIVISION L  
GENERAL CONDITIONS, PART III

(NON-FEDERAL LABOR-STANDARDS PROVISIONS)

301. GENERAL PROVISIONS

The following Non-Federal Labor-Standards Provisions, including the following provisions concerning maximum hours of work, minimum rates of pay, and overtime compensation with respect to the categories and classifications of employees hereinafter mentioned are included in this Contract pursuant to the requirements of applicable State or local laws, but the inclusion of such provisions shall not be construed to relieve the Contractor or any subcontractor from the pertinent requirements of any corresponding Federal Labor-Standards Provisions of this Contract. In case the minimum rates of pay set forth below shall be higher than the minimum rates of pay required by or set forth in the Federal Labor-Standards Provisions of this Contract for corresponding classifications, the minimum rates of pay set forth below shall be deemed, for the purposes of this Contract, to be applicable minimum rates of pay for such classifications. The limitations, if any, in these Non-Federal Labor-Standards Provisions upon the hours per day, per week or per month, which employees engaged on the work covered by this Contract may be required or permitted to work thereon shall not be exceeded.

302. OTHER STIPULATIONS

a. The Contractor shall comply with all the provisions of the laws of the State of Oregon and ordinances of the City of Portland relating to the employment of labor. No laborer, workman or mechanic in the Contractor's employ or in the employ of any subcontractor, if such is employed, or other person doing or contracting to do the whole or a part of the work contemplated hereunder shall be required or permitted to labor more than eight (8) hours in any one day, or forty (40) hours in any one week, except in cases of necessity, emergency or where the public policy absolutely requires it, in which event the person or persons so employed for excessive hours shall receive at least time and a half for all overtime in excess of eight (8) hours a day, and for work performed on Saturdays and on legal holidays, provided, however, that nothing herein contained shall apply to any labor performed in the manufacture or fabrication of any material manufactured or fabricated in any plant or place other than the place where the main contract is to be performed.



DIVISION L  
GENERAL CONDITIONS, PART III

b. If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to Contractor or to a subcontractor by any person in connection with this Contract, as such claim becomes due, the Local Public Agency may pay such claim to the person furnishing labor or services and charge the amount of the payment against the funds due or to become due the Contractor by reason of this Contract, and such payment shall not relieve the Contractor or the Contractor's surety from the obligations of either with respect to any unpaid claims.

c. The Contractor shall make payment promptly as due to all persons supplying to the Contractor labor or material for the prosecution of the work provided for in this Contract, shall pay all contributions or amounts due the State Industrial Accident Fund, the State Unemployment Compensation Trust Fund, and the State Tax Commission in consequence of work under this Contract, and shall not permit any lien or claims to be filed or prosecuted against the Local Public Agency on account of any labor or material furnished.

303. MINIMUM HOURLY RATE OF WAGE

The minimum hourly rate of wage as determined by the Commissioner of the Bureau of Labor shall be not less than the prevailing rate of wage, which may be paid to workmen in each trade or occupation required for such public work employed in the performance of the Contract either by the Contractor or subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the contract.

304. PAYMENT FOR MEDICAL CARE AND ATTENTION TO EMPLOYEES

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

End of Division L

DIVISION M  
SPECIAL CONDITIONS

401. PROJECT SITE

The Project Area of Irving Park, Project No. ORE. -A-5-2, consists of the area bounded in general by N. E. 7th Avenue on the west, N. E. Freemont on the north, a property line located approximately 130 feet west of the center line of N. E. 11th Avenue on the east, and a property line located approximately 135 feet south of the extension of the center line of N. E. Fargo within the City of Portland, Oregon.

402. TIME FOR COMPLETION

The work which the Contractor is required to perform under this Contract shall be fully completed, except for lawn maintenance, within ninety (90) consecutive calendar days after the receipt of the Notice to Proceed.

403. LIQUIDATED DAMAGES

As actual damages for any delay in completion of the work which the Contractor is required to perform under this contract are impossible of determination, the Contractor and his Sureties shall be liable for and shall pay to the Local Public Agency the sum of Two Hundred Dollars (\$200.00) as fixed, agreed and liquidated damages for each calendar day of delay from the above dates stipulated for completion, or as modified in accordance with Section - CHANGES IN WORK UNDER GENERAL CONDITIONS, PART I, until such work is satisfactorily completed and accepted.

404. PARTIAL USE OF SITE IMPROVEMENTS

The Local Public Agency, at its election, may give notice to the Contractor and place in use those sections of the Improvements which have been completed, inspected and can be accepted as complying with the Technical Specifications and if in its opinion each such section is reasonably safe, fit and convenient, for the use and accomodation for which it was intended, provided;

DIVISION M  
SPECIAL CONDITIONS

a. The use of such sections of the Improvements shall in no way impede the completion of the remainder of the work by the Contractor.

b. The Contractor shall not be responsible for any damages or maintenance costs due directly to the use of such sections.

c. The use of such sections shall in no way relieve the Contractor of his liability due to having used defective materials or to poor workmanship.

d. The period of guarantee stipulated in the Section 132 GENERAL GUARANTY under GENERAL CONDITIONS, PART I, shall not begin to run until the date of the final acceptance of all work which the Contractor is required to construct under this Contract.

405. CONTRACT DOCUMENTS AND DRAWINGS

The Local Public Agency will furnish the Contractor without charge up to 8 copies of the Contract Documents, including Technical Specifications and Drawings. Additional copies requested by the Contractor will be furnished at cost of reproduction.

406. DIVISION, SECTION & PARAGRAPH NUMBERING

Numbering and lettering of Sections and Paragraphs in these specifications are merely for identification and may not be consecutive. Sections included are listed in "Table of Contents". Contractor shall check his copies of Contract Documents.

407. SPECIFICATIONS

Segregation of the specifications into Divisions and Sections conforms roughly to customary practice. They are used for convenience only. The Local Public Agency is not bound to define limits of any subcontract, and will not enter into disputes between Contractor and his employees, INCLUDING SUBCONTRACTORS. No Responsibility, either direct or implied, is assumed by the Local Public Agency for omission or duplications by the Contractor or his subcontractors, due to real or alleged error in arrangement of matter in these Contract Documents.

408. NUMBER OF SPECIFIED ITEMS REQUIRED

Wherever in specifications an article, device, or piece of equipment is referred to in singular number, such reference shall include as many such items as are shown on Drawings or required to complete installation.



DIVISION M  
SPECIAL CONDITIONS

409. ABBREVIATIONS

AASHO	American Association of State Highway Officials, 917 National Press Bldg., Washington D. C. 20004
ACI	American Concrete Institute, P. O. Box 4754, Redford Station, Detroit, Michigan 48219
APA	American Plywood Association, 119 "A" Street, Tacoma, Washington 98401
ASTM	American Society for Testing Materials, 1916 Race St., New York, New York 10016
AISC	American Institute of Steel Construction, Inc., 101 Park Avenue, New York, New York
AWPA	American Wood-Preservers' Association, 1012 Fourteenth St., N. W., Washington, D. C. 20005
CS	Commercial Standards of U. S. Department of Commerce, Washington D. C. 20025
DFPA	Douglas Fir Plywood Association, P. O. Box 1337 Tacoma, Washington 98401
PS	Product Standards of U. S. Department of Commerce, Washington, D. C. 20025
UBC	Uniform Bldg. Code of International Conference of Bldg. Officials, 50 S. Los Robles, Pasadena, Calif. 91101
UL	Underwriter's Laboratories, 207 East Olive St., Chicago, Illinois 60611
WCLIB	West Coast Lumber Inspection Bureau, 1950 S. W. Skyline Blvd., Portland, Oregon
WWPA	Western Wood Products Association, 1500 Yeon Bldg., Portland, Oregon 97204
ASA	American Standards Association, 10 East 40th Street, New York, New York 10016

DIVISION M  
SPECIAL CONDITIONS

410. STANDARD SPECIFICATIONS

References in the Technical Specifications to standard specifications issued by above-named organizations or other organizations shall mean edition current on date of Invitation to Bid, unless otherwise noted. Wherever referenced standard specifications contain provisions which conflict with the Contract Documents, the Contract Documents shall govern.

411. NOT USED

412. LINES & LEVELS

- a. Property lines, existing bench mark, existing and proposed grades, trees, improvements are indicated on drawings.
- b. Contractor shall employ a registered civil engineer or registered surveyor or an experienced and competent person approved by the Engineer to establish construction control lines and grades: be responsible for accuracy.
- c. Provide all construction lines and grade staking necessary for proper performance of the required work. Additional staking shall be provided when requests shall be within normal practice of engineering procedure of type of work being performed.

413. STORAGE OF MATERIALS

Adequately protect all materials to be used on project from damage and where applicable, intrusion of moisture.

414. ACCESS TO ABUTTING STORAGE FACILITIES

Contractor shall exert maximal reasonable efforts to maintain services and accesses to the park storage building adjacent to the Tot Play Area during such hours that said facilities are in use.

DIVISION M  
SPECIAL CONDITIONS

415. PROJECT RECORD DOCUMENTS

1. Documents:

Maintain at job-site one copy of all Drawings; Specifications; Addenda; approved Shop Drawings; Change Orders; Field Orders; other Contract Modifications; and other approved documents submitted by Contractor in compliance with various sections of the specifications.

2. Identification & Maintenance:

Each of these Project Record Documents shall be clearly marked, "Project-Record Copy"; maintained in good condition; available at all times for inspection by Engineer; and not used for construction purposes.

3. Records:

a. Mark up the most appropriate Document to show:

1. Significant changes made during construction process;
2. Significant detail not shown in the original Contract Documents.

b. Information given shall include, but shall not be limited to:

1. Location of underground utilities and appurtenances referenced to permanent surface improvements.
2. Indicate exact location and depth of underground electrical, mechanical and irrigation system.

c. Keep Project-Record Documents current. Do not permanently conceal any work until required information has been recorded.



DIVISION M  
SPECIAL CONDITIONS

4. Submittal:

Upon completion of the Project and prior to final acceptance submit to the Engineer an original set of Project Record Drawings, drawn on an approved, good quality tracing paper. Also submit the marked up set of Documents.

416. OWNER'S MAINTENANCE BROCHURE

Provide at project completion four hardbound loose leaf binders each of which shall include the following:

1. Copies of all required bond, guarantees, certificates, etc.
2. Names and addresses and phone numbers of all manufacturers and suppliers of said equipment.

417. REPAIR OF EXISTING MATERIAL

Patch and match existing materials as required by work of this contract, as directed. No surfaces shall be unfinished at project completion.

418. DEFECTIVE AND DAMAGED WORK

General Contractor responsible, from whatever cause, refinish at Contractor's expense. Repair work damaged during construction.

419. CUTTING AND PATCHING

All cuts made in completed work shall be patched to the satisfaction of the Engineer. Patching shall match the finish, color, and physical characteristics of the cut material.

Cutting of concrete paving at construction joints and score joints only. Saw cut pavement at score joints.

## 420. VEHICULAR TRAFFIC CONTROL

All vehicular control shall be as directed by the City of Portland Bureau of Traffic.

## 421. CERTIFICATES OF COMPLIANCE

Submit product certifications using following form.

# MANUFACTURER'S AFFIDAVIT

(Person's Name) being first duly sworn, deposes and says:

He further states that the above-mentioned product does in fact meet or exceed all requirements of (Division#, Section#, Paragraph #) of the Technical Specifications for IRVING PARK Improvement Phase 2, Portland, Oregon.

## DIVISION M SPECIAL CONDITIONS

## 421. CERTIFICATES OF COMPLIANCE (CONT'D)

Seal:

Signature of:

(Officer's signature)

Title \_\_\_\_\_ (Office held)

For (Firm name)

Of (Firm's Address)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

My commission expires \_\_\_\_\_, 19\_\_.

## 422. EXISTING UNDERGROUND UTILITIES

Active underground utilities in the work areas are shown on the drawings from information obtained from the public utility involved. The actual location may vary from that shown. Public Utility companies and city agencies shall be contacted by the Contractor for location of their underground facilities. The Contractor is warned to hand dig when excavation is adjacent to utilities shown.

In the event excavation by the Contractor discloses lines or pipes, or like conditions, not shown on the Drawings, the necessity of the preservation of which must be determined by the Local Public Agency, the Local Public Agency will proceed to promptly make the determination on whether such condition shall be preserved. Pending such determination, the Contractor shall be bound to commence on the performance of some other portion of his contract. No extra payment to Contractor will be authorized because of delay.

In such cases where latent subsurface conditions not indicated on the drawings or incapable of being reasonably anticipated, are encountered reimbursement to the Contractor by change order will be made in accordance with Division I, General Conditions, Part I.

## 423. PERMITS

The Portland Development Commission will pay for all City of Portland permits necessary for construction of the improvements required in this Contract. Refer to General Conditions, Part I, Section 119 PERMITS AND CODES.



DIVISION M  
SPECIAL CONDITIONS

424. CHARACTER OF WORKMEN AND EQUIPMENT

The Contractor shall employ such superintendents, foremen and workmen as are careful and competent, and the Local Public Agency may demand the dismissal of any person or persons employed by the Contractor in, about or upon the work who shall misconduct himself or be incompetent or negligent in the proper performance of his or their duties, or neglects or refuses to comply with the directions given, and such person or persons shall not be employed again thereon without the written consent of the Local Public Agency. Should the Contractor continue to employ, or again employ such person or persons, the Local Public Agency may withhold all estimates, which are or may become due, or the Local Public Agency may suspend the work until such orders are complied with. All workmen must have sufficient skill and experience to properly perform the work assigned them. All workmen engaged on special work or skilled work, such as concrete pavements or structures, electrical installation, turfing and planting, sprinkler work, or in any trade, shall have sufficient experience in such work to properly and satisfactorily perform it and operate the equipment involved, and shall make due and proper effort to execute the work in the manner prescribed in these specifications. Otherwise the Local Public Agency may take action as above prescribed.

The Contractor shall furnish such equipment as is considered necessary for the prosecution of the work in an acceptable manner and at a satisfactory rate of progress. All equipment, tools, and machinery used for handling materials and executing any part of the work shall be subject to the approval of the Local Public Agency and shall be maintained in a satisfactory working condition. Equipment used on any portion of the work shall be such that no injury to the work, street, adjacent property or other objects will result from its use.

425. COOPERATION OF CONTRACTOR

The Contractor shall give to the work the constant attention necessary to facilitate the progress thereof and he shall cooperate with the Local Public Agency and its inspectors and with other contractors in every way possible. The Contractor shall have a competent English speaking superintendent on the work at all times who is fully authorized as his agent on the work; such superintendent shall be capable of reading and thoroughly understanding the Drawings and specifications and shall receive and fulfill instructions from the Local Public Agency or its authorized representative.

DIVISION M  
SPECIAL CONDITIONS

426. MEASUREMENTS

Before ordering any material or doing any work, the Contractor shall verify all measurements, both horizontal and vertical, at the job site and shall be responsible for the correctness of same. No extra charge or compensation will be allowed on account of difference between actual dimensions and the measurements indicated on the drawings; any difference which may be found shall be submitted to the Engineer for consideration before proceeding with the work.

427. VANDALISM, THEFT

Until acceptance of the work the Contractor shall assume and be responsible for all loss or damage to the work resulting from theft or vandalism, including theft of or damage to materials furnished or installed during performance of the contract, without additional cost to the Local Public Agency.

End of Division M

DIVISION N  
SCHEDULE OF DRAWINGS

501. DRAWING SCHEDULE

SHEET NUMBER	SHEET TITLE	SHEET QUANTITY
None	Cover & Index	1
1	Existing Condition & Demolition	1
2	Dimension, Reference & Details	1
3	Grading, Drainage & Details	1

End of Division N



Section 1A  
STATEMENT OF WORK

The General Conditions, Parts I, II and III, Special Conditions and Division 1, General Requirements are part of the requirements of this Section as fully as if repeated herein.

1A-1 WORK INCLUDED

Refer to Section 1B, LUMP SUM BID

1A-2 WORK BY OTHERS

Phase I-A - under contract at same time.

1A-3 SEQUENCE OF WORK

Work sequence may proceed at Contractor's option.

End of Section 1A

SECTION 1B  
BID

The General Conditions, Parts I, II, and III, Special Conditions and Division 1, General Requirements, are part of the requirements of this Section as fully as if repeated herein.

1B-1     BID

Include all work indicated on Drawings and specified, excepting only work noted N.I.C. (Not in Contract), if any, on the Drawings.

End of Section 1B

SECTION 1C  
TEMPORARY FACILITIES

The General Conditions, Parts I, II, and III, Special Conditions and Division 1, General Requirements are part of the requirements of this Section as fully as if repeated herein.

A. SIGNS

1. Project Sign:

None required.

2. Subject to prior approval of the Engineer as to size, design, type, and location and to local regulations, the Contractor and his subcontractors may erect temporary signs for purposes of identification and controlling traffic. The Contractor shall furnish, erect and maintain such other signs as may be required by Safety Regulations or as necessary to safeguard life and property. Place no other signs or advertisements on premises.

B. TELEPHONE

Provide non-coin box telephone. Install when work is started, maintain until full completion, pay all charges. Allow all those connected with work to use, provided they pay for toll calls. Telephone may be located in existing structure located adjacent to existing tennis courts at southwest corner of park site.



SECTION 1C  
TEMPORARY FACILITIES

C. DRINKING WATER

Refer to Section 122, General Conditions, Part I.

D. TOILETS

Refer to Section 122, General Conditions, Part I.

E. UTILITIES

1. General:

Furnish by methods approved by Engineer, temporary power, lights, and water all as required to maintain safety, security and to execute work.

2. Electricity:

Provide temporary power as may be required. Make arrangements with serving utility.

General Contractor and each subcontractor shall provide his own extension cords, lights, etc., as required to maintain sufficient light for good visibility and adequate power for his own work.

3. Water:

General Contractor shall provide temporary water system as required for all trades on project.

General Contractor and each subcontractor shall provide his own extension hoses as required for his own work.

F. BARRICADES, SAFETY GUARDS AND WARNING DEVICES

The City of Portland will not provide barricades, safety guards, and warning devices for purposes of controlling traffic and pedestrians, consequently the General Contractor shall provide them at required locations and as required for protection of persons and property in accordance with the General Conditions.

G. SHEETING, SHORING AND BRACING

Sheet, brace and shore sides of excavations as necessary to prevent cave-ins.

Repair slides and cave-ins should they occur.

Persons shall not be permitted to enter excavations unless adequate sheeting, shoring and bracing is in place.

Remove sheeting, shoring, and bracing before or during backfilling operations.

SECTION 1C  
TEMPORARY FACILITIES

H. FIELD OFFICES AND SHEDS

The Contractor and his subcontractors may maintain such office and storage facilities on the project site as are necessary for the proper conduct of the Work. These shall be located so as to cause no interference to any work performed on the site. The Engineer shall be consulted with regard to locations.

I. PRESERVATION & PROTECTION OF EXISTING TREES, SHRUBS & LAWN

Every effort shall be made to protect all plantings on and adjacent to the Project site with the exception of those noted specifically to be removed. Temporary barricades shall be erected around all shrubbery, lawns and other planting, and to the dripline of all trees prior to commencement of demolition and shall not be removed until all portions of the site work potentially injurious to plantings are completed. Trees shall be protected from stockpiling, vehicle driving and parking under the spread of the tree; and all plantings shall be protected from the dumping of refuse or chemically injurious materials or liquids and the continual puddling or running of water. Damage resulting from the Contractor's failure to observe the above precautions shall result in compensation to the injured parties involved in an amount to be determined by the Local Public Agency.

J. REMOVAL OF TEMPORARY FACILITIES

Upon completion of the Improvements, or as directed by the Engineer, the Contractor shall remove all such temporary structures and facilities from the project site, same shall become his property, and leave the site of the Work in the conditions required by the Contract.

End of Section IC

SECTION 1D  
INSPECTION & TESTS

The General Conditions, Parts I, II and III, Special Conditions and Division 1, General Requirements are part of the requirements of this section as fully as if repeated herein.

1D-1 GENERAL

A. GENERAL CONDITIONS

Refer to Section 118, General Conditions, Part I.

B. GENERAL INSPECTIONS

Inspection and tests specified herein are in addition to any performed by Building Official as required by Building Code.

C. SPECIAL INSPECTOR

Independent Testing Laboratory as selected by Local Public Agency.

D. DUTIES OF SPECIAL INSPECTOR

Provide inspection of work listed below; make tests required by these specifications, and in accordance with Building Code.

Submit written reports of inspection to the Local Public Agency, Engineer, Landscape Architect, Building Officials and Contractor.

E. NOTICES

Contractor shall notify Engineer at least 24 hours before work requiring special inspection is started.

F. COSTS

Except as amended hereunder fees for normal inspection and tests will be paid by the Local Public Agency. If subsequent tests are required by the Engineer because of unacceptable results on initial reports all additional testing costs shall be paid by Contractor.

G. LIABILITY

Laboratory service is provided by Local Public Agency as assurance to itself, and in no way relieves Contractor of his own responsibility for quality material and workmanship required to meet specifications.



SECTION 1D  
INSPECTION & TESTS

1D-2 DETAILED REQUIREMENTS

A. CAST IN PLACE CONCRETE

1. Concrete slump tested as follows:  
In accordance with ASTM C 143-66

Tests prepared from same batch as that employed in preparing strength test specimens.

If measured slump falls outside specified limits retest immediately from another portion of same load. In the event of second failure concrete shall be considered so failing.

2. Strength test cylinders prepared as follows:  
In accordance with ASTM C 31-66

Prepare at least four test cylinders for each strength of concrete.

Break two cylinders at 7 days of age, and remainder at 28 days.

If any one set of two cylinders does not develop full design strength at 28 days of age, cores may be called for.

End of Section 1D

SECTION 2C  
DEMOLITION

The General Conditions, Parts I, II and III, Special Conditions and Division 1, General Requirements are part of the requirements of this section as fully as if repeated herein.

2C-1 GENERAL

A. WORK INCLUDED

All demolition indicated and required for completion of Irving Park, Improvement Phase 2 Work.

B. RELATED WORK SPECIFIED ELSEWHERE

Reinstallation of existing baseball backstop: Section 2G.  
Barriers, safety guards and warning devices: Section 1C.

C. EXISTING PROJECT CONDITIONS

Determine extent of work requirements and limitations before proceeding with work.

D. PROTECTION

Protect existing improvements to remain and surrounding areas to preclude damage during execution. Meet requirements of Section 1C.

Exercise all necessary safety precautions.

Sprinkle dust as necessary to accomplish prompt settlement of dust.

2C-2 PRODUCTS

A. MATERIAL SALVAGE

Contractor shall claim all salvage rights, and remove all materials from project site, except all serviceable equipment and materials as determined by the Engineer and those items indicated on the Drawings or specified for pickup by the City of Portland Park Bureau shall remain the property of said Park Bureau.

SECTION 2C  
DEMOLITION

2C-3 EXECUTION

A. ASPHALTIC CONCRETE PAVING

Remove where indicated and as required to complete improvements under this Contract.

B. BASEBALL BACKSTOP

Remove completely and retain for installation at new location. Cut posts off at ground level. Roll fabric into neat bundle. Store as Approved until installed at new location. Or at Contractor's option backstops may be moved in whole or part to new locations. Refer to Section 2G.

C. OTHER EXISTING IMPROVEMENTS AND ITEMS

Remove as indicated on Drawings or required to complete improvements under this Contract.

D. STORAGE ON SITE

Store material to be picked up by City of Portland Park Bureau and material to be reinstalled in a secure location.

E. CLEAN-UP

Allow no debris or materials to accumulate in buildings, or project site.

Haul debris and demolition materials except as indicated away from project site, as soon as removed.

Disposal shall be at Contractor's expense.

End of Section 2C.



SECTION 2D  
EARTHWORK

The General Conditions, Parts I, II and III, Special Conditions and Division 1, General Requirements are part of the requirements of this Section as fully as if repeated herein.

2D-1 GENERAL

A. RELATED WORK SPECIFIED ELSEWHERE

Layout and grade staking: Division M, Special Conditions.

Bracing, shoring and sheeting: Section 1C.

Site Drainage excavation and backfill: Section 2F.

B. MONUMENTS

Carefully maintain bench marks, monuments and other reference points.

If disturbed or destroyed, replace as directed.

C. UTILITIES

Protect active utilities encountered; notify persons owning same.

D. QUANTITY SURVEY

Contractor responsible for calculations of quantities of cut and fill from existing site grades and stockpiles to proposed finish grades shown on Drawings and specified. Local Public Agency and Landscape Architect shall not be held responsible for discrepancies.

E. LINES & GRADES

Work shall be in accordance with the lines, slopes and grades indicated on the Drawings or as approved by the Engineer.

F. WORKMANSHIP

Perform work in accordance with recognized standard and efficient methods. Operators of equipment shall be conscientious and skilled.

SECTION 2D  
EARTHWORK

2D-1 GENERAL CONT'D.

G. TOLERANCES

Grading tolerances shall be plus or minus one tenth (1/10) foot.

H. DUST CONTROL

Protect persons and property from damage and discomfort caused by dust; water as necessary and when directed to quell dust.

I. SOIL BEARING TESTS

Should doubt exist as to bearing capacity of soil, Engineer may order tests at Local Public Agency's expense.

J. EXISTING CONDITIONS

Contractor shall accept Project site in its existing condition, subject to work required to be performed by others, as of the Contract date, and shall make no extra claim because of any condition that may not have been shown on the Drawings.

K. PROTECTION

Protect surrounding areas, surfaces, work, trees, and shrubs to prevent damage, excessive compaction of adjacent soil, and intrusion of materials into adjacent soil during execution.

2D-2 PRODUCTS

A. IMPORTED TOPSOIL

Natural, fertile, garden or river loam possessing characteristics of representative loams available in the vicinity.

Free of roots and seeds from all noxious weeds, sticks, clods, stones, vegetation and debris.

Submit samples for approval to engineer.

SECTION 2D  
EARTHWORK

2D-2 PRODUCTS CONT'D.

B. EXISTING TOPSOIL--DEFINITION

The top 6 to 9 inches of soil stripped from Project site in areas requiring excavation.

Engineer's decision shall be final as to determination of what existing earth material is of topsoil quality.

C. ROCK & HARDPAN--DEFINITION

(1) Definition of rock:

Any material which in the Engineer's opinion will require use of air operated hammers, wedging, drilling and blasting.

(2) Definition of hardpan:

Any material, not classed as rock, which cannot be removed with pick and shovel or ripping by power equipment as specified in paragraph 2D-3,B. Excavating and Grading.

2D-3 EXECUTION

A. TOPSOIL STRIPPING

Strip topsoil to a minimum depth of six (6) inches below existing ground level prior to any required filling except fill areas scheduled to receive topsoil fill.

Strip areas requiring excavation exceeding six inches to a minimum depth of six (6) inches below existing ground level.

Stockpile topsoil for redistribution as specified under this Section at locations as Approved. If redistribution is possible immediately after stripping operation, stockpiling is not required.

Keep topsoil free of sticks, clods, large rocks, and subsoils.

B. EXCAVATING & GRADING

Excavate as required for work shown on Drawings or specified.

Allow ample space for form work and installation of Improvements.



SECTION 2D  
EARTHWORK

2D-3 EXECUTION CONT'D.

B. EXCAVATING & GRADING CONT'D.

Excavate and grade site areas to uniform levels and slopes between grades shown on the Drawings.

Remove materials of every nature and description encountered in obtaining indicated lines and grades which in the Engineer's opinion, can be loosened and removed by hand tools, power shovels, tractors, half-yard self-propelled backhoe with or without ripper teeth, and one yard power shovel with or without ripper teeth. Assume that all excavations to indicated lines, grades can be done by such methods.

C. DEPTH OF FOOTING EXCAVATION

Excavate to solid bearing at elevations no higher than those shown on Drawings.

Drawings show contract excavation depths.

Adjustments for additional excavation requested by Engineer shall be made by Change Order.

D. EXCAVATION VARIATIONS

1. Additional Excavation:

Should soilbearing capacity prove inadequate at subgrade levels as indicated, additional excavation may be required by Engineer.

Contract shall be adjusted by Change Order.

2. Unauthorized Excess Excavation:

Where excess or unauthorized excavation through error takes place beyond indicated lines, grades; fill at no extra cost to Local Public Agency to indicated subgrade as follows:

Fill under footings and slabs with Approved compacted crushed rock; or concrete if Approved.

SECTION 2D  
EARTHWORK

2D-3 EXECUTION CONT'D.

E. ROCK & HARDPAN

Should rock or hardpan be encountered, Local Public Agency will pay extra in accordance with the General Conditions for removal and take credit for earth excavation omitted. Contract will be adjusted by Change Order, as approved by Engineer.

F. WATER & FROST

Keep earth under footings, slabs and paving reasonably dry and free from frost.

Should bearing surfaces be softened by water or frost, re-excavate to solid bearing and fill with compacted gravel at Contractor's expense.

G. COMPACTION OF SUBGRADE

After completion of stripping and excavation operations at locations of concrete paving, scarify and compact the surface six inches (6") of subgrade to 95% of Relative Maximum Density as determined by AASHO T99, prior to placement of crushed rock fill.

H. FILLING

1. General:

Use approved materials only for fills.

Obtain Engineer's approval before filling against concrete walls.

Make fills as soon as feasible to insure maximum settlement.

2. Compaction of Fills:

Compact to 95% of Relative Maximum Density as determined by AASHO T99 under concrete, paving; 80% elsewhere in accordance with said Standard, or as Approved.

Place earth fill only at optimum moisture content required to obtain required compaction densities.

Place topsoil loose, compact lightly.

SECTION 2D  
EARTHWORK

2D-3 EXECUTION CONT'D.

H. FILLING CONT'D.

3. Earth Fills:

Grade all site areas to uniform levels and slopes between indicated grades as shown on the drawings.

Place excavated earth fill material in lifts not exceeding 8 inches in depth.

Round surfaces at abrupt changes in levels.

Should figures conflict with contours on Drawings consult Engineer.

Allow for topsoil, as specified.

Allow for new materials installed directly above.

Use imported topsoil to supplement excavated materials as required to establish rough finish grades.

Establish rough finish grades in accordance with the lines, slopes, and grades indicated on the Drawings.

4. Topsoil Fill:

Use existing topsoil fill material as the final 4 to 6 inch layer, except where other improvements are indicated, of fill until topsoil source is exhausted. Thereafter use imported topsoil as required to establish grades indicated.

Compact lightly as necessary to prevent future settlement.

Establish rough finish grades in accordance with the lines, slopes and grades indicated on the Drawings.

5. Additional Granular Fill:

Additional compacted crushed rock fill under concrete work as may be required by Engineer.

Additional payment for in-place compacted crushed rock fill shall be by Change Order.

I. FIELD QUALITY CONTROL

The Local Public Agency will obtain density samples and testing by separate contract as may be directed by the Engineer.

End of Section 2D



SECTION 2F  
SITE DRAINAGE

The General Conditions, Parts I, II and III, Special Conditions and Division 1, General Requirements are part of the requirements of this Section as fully as if repeated herein.

2F-1 GENERAL

A. WORK INCLUDED

Catch basins/dry wells, sub-drainage systems.

B. PROTECTION

Protect existing improvements, surrounding areas and surfaces to preclude damage and unnecessary disturbance during execution.

2F-2 PRODUCTS

A. MATERIALS

1. Drainage Gravel:  
-3/4+1/2 inch, clean washed gravel.
2. Drain Pipe:  
Meet requirements of CS 116-54; perforated for sub-surface drainage; circular perforations 5/16 inch diameter 90 degrees apart and 3-inches o.c., two rows for 4-inch size and under, four rows for 6-inch size and larger. Or concrete drain tile meeting requirements of ASTM C-412 for open joint and ASTM C-14 for tight joint, Standard Grade.
3. Tile Cover:  
15 lb. asphalt saturated felt, 10-inch width for 4-inch tile.

SECTION 2F  
SITE DRAINAGE

2F-2 PRODUCTS CONT'D

A. MATERIALS CONT'D.

4. Catch Basin Cover with Metal Grate:  
As manufactured by Brooks Concrete Products Co., Portland, Oregon; or Approved.
5. Transite Pipe:  
Meet requirements of ASTM C296, Class 150.
6. Soil Barrier:  
"Poly-Filter GB," Carthage Mills, Inc., Cincinnati, Ohio;  
"Weed-Chex Nursery and Landscape Mat" (fiberglass),  
Brighton By-Products Co., Inc., New Brighton, Pa.;  
"Regular Polypropylene Shade Fabric" Fabric No. 5184309  
Black, Chicopee Manuf. Co., Cornelia, Georgia and supplied  
by Rose City Awning Co., Portland, Ore.; or Approved.
7. Other Materials:  
As indicated on Drawings or required.

2F-3 EXECUTION

A. CATCH BASIN/DRYWELL INSTALLATION

Construct as indicated on Drawings.

B. SUB-DRAINAGE SYSTEMS

Excavate for and install drain pipe as indicated and required.

Lay drain pipe straight on a compacted gravel bed with an even fall, 1/2% minimum slope.

Lay concrete tile with 1/4-inch open joints.

Place tile cover over top half of concrete tile open joints.

Fill with drainage gravel, to subgrade required to allow for thickness of topsoil or other improvement as indicated on drawings.

Place soil barrier over drainage gravel lap joints 8 inches.

Connect drain pipe to existing drainage systems or catch basins as indicated on Drawings.

End of Section 2F

SECTION 2G  
BACKSTOP FENCING

The General Conditions, Parts I, II and III, Special Conditions and Division 1, General Requirements are part of the requirements of this Section as fully as if repeated herein.

2G-1 GENERAL

A. RELATED WORK SPECIFIED ELSEWHERE

Demolition of existing backstops: Section 2C.

B. WORK INCLUDED But SPECIFIED ELSEWHERE

Cast-in-place concrete: Section 3D

C. STANDARD SPECIFICATIONS & CONSTRUCTION DETAILS

Meet requirements of Chain Link Fence Manufacturer Institute, hereinafter referred to as CLFMI published in Sweets Architecture File, as Engineer judges them applicable except as supplemented or modified under this Section.

D. MOVING OF EXISTING BACKSTOPS

Contractor may move existing backstops in whole or part to new locations at his option with full responsibility to replace all damaged materials.

E. SHOP DRAWINGS

Submit in accordance with General Conditions.

Show layouts, dimensions and pertinent details.  
List materials. Show post anchoring and connection details for backstops moved in whole or part.

F. CERTIFICATE OF COMPLIANCE

Submit evidence satisfactory to Engineer that materials and finishes meet requirements of these specifications.

2G-2 MATERIALS

A. EXISTING MATERIALS

Use existing backstop fence materials salvaged under requirements of Section 2C to fullest extent possible.

Contractor may use new materials in lieu of salvaged materials. All salvaged materials not utilized shall become property of the Portland Park Bureau.



SECTION 2G  
BACKSTOP FENCING

2G-2 MATERIALS CONT'D.

B. GENERAL REQUIREMENTS

All posts, rails, rods, bars, fittings and appurtenances shall be hot-dipped zinc-coated steel per ASTM specifications A-120, A-123, and A-153, whichever is applicable.

C. FABRIC

Chain Link meeting requirements of ASTM RF191, 1-3/4-inch mesh, No. 11 gauge wire; hot-dip galvanized after weaving, 1.20 oz. passing 6 dip emersion Presse Test. Top and bottom selvages with knuckled finish. One width fabric in 144-inch height for vertical fence section; other widths as required or Approved.

D. POSTS

Sizes as indicated on Drawings as follows:

1. 2-inch I.D.: Tubular steel, 3.65 lbs. per lineal ft.
2. 2½-inch I.D.: Tubular steel, 5.79 lbs. per lineal ft.

E. RAILS

Sizes as indicated on Drawings as follows:

1. 1½-inch I.D.: Tubular steel, 2.27 lbs. per lineal ft.
2. 1¼-inch I.D.: Tubular steel, 2.72 lbs. per lineal ft.

F. TENSION BARS

For attaching fabric to terminal posts, 1/4" X 3/4" high carbon steel.

G. FITTINGS

All standard fittings required for the complete fence assembly shall be malleable cast iron or pressed steel. All ferrous material shall be hot-dip galvanized.

2G-3 EXECUTION

A. HEIGHT

144 inches except as otherwise indicated on Drawings.

SECTION 2G  
BACKSTOP FENCING

2G-3 EXECUTION CONT'D.

B. INSTALLATION

As indicated on Approved shop drawings and in accordance with CLFMI specifications and construction details except as herein modified.

Set all posts in concrete footings having a minimum diameter of 9-inches at least 36-inches deep.

Weld rails to post where indicated on Drawings.

Securely fasten top rails to terminal posts by heavy pressed steel connection except as otherwise indicated. Pass through intermediate post tops and form a continuous brace between terminal posts. Couplings shall be outside sleeve type at least seven inches in length at approximately 20' spacings. One coupling in every five shall contain heavy spring to take up expansion and contraction of top rail.

Equip posts with tops. Tubular post tops designed to exclude moisture from posts. All intermediate post tops designed to hold top rail.

Fabric connections. Securely fasten chain link fabric to all terminal posts by tension bars with heavy 11 gauge pressed steel bands spaced 14-inches apart, to line posts with 6 gauge wire clips spaced 14-inches apart and to all rails with 9 gauge tie wires on 24-inch centers.

C. CONCRETE

Concrete shall meet requirements of Section 3D.

End of Section 2G

SECTION 2H  
LAWNS

The General Conditions, Parts I, II, and III, Special Conditions and Division 1, General Requirements are part of the requirements of this Section as fully as if repeated herein.

2H-1 GENERAL

A. WORK INCLUDED

Replacement of existing ballfield lawns eliminated by grading operations and repair of existing lawn damage during construction of improvements; includes soil preparation, weed eradication, finish grading, seeded lawns, temporary fence, maintenance of lawns.

B. RELATED WORK SPECIFIED ELSEWHERE

Topsoil placement and rough finish grading; Section 2D.

C. USE OF HERBICIDES

Applications of herbicides for weed control as may be required shall be made only by approved applicator licensed under Oregon Herbicide Law.

D. PLANTING TIME

Prepare soil and seed lawns, only during periods which are normal for such work as determined by the season, weather conditions and accepted practice.

E. GRADE CONDITIONS

Do not begin work in any lawn area until Engineer has inspected rough finish grades established and gives written approval to proceed.

F. GUARANTEE

In accordance with the General Conditions.



SECTION 2H  
LAWNS

2H-2     PRODUCTS

A.   FERTILIZERS

1.   General:  
Approved brands conforming to applicable state fertilizer laws.

Dry forms uniform in composition dry and free flowing.

Deliver to the site in original unopened containers, each bearing manufacturer's guaranteed analysis.

2.   Commercial Mix:   Type 'A':   16-16-8-5.
3.   Ammonium Phosphate:   16-20-0.
4.   Lime:   Dolomite lime.

B.   MULCH MATERIALS

1.   General:   Free from noxious weed seed and all foreign material harmful to plant life.
2.   Sawdust:   Fir and/or Hemlock sawdust, aged, fine grind with no particles over 1/2-inch size.

C.   WATER

Suitable for irrigation free from ingredients harmful to plant life. Refer to Section 1C.

D.   GRASS SEED

1.   General:   Oregon Certified Blue Tag grass seed conforming to applicable state laws. No noxious weed seeds. Submit guaranteed analysis.

SECTION 2H  
LAWNS

2H-2 PRODUCTS CONT'D.

D. GRASS SEED CONT'D.

(2) Seed Mixture:

Common Name	Weight Proportion	Minimum Purity	Minimum Germination
Pennlawn Creeping Red Fescue	15%	98%	90%
Manhattan Perennial Ryegrass	70%	97%	90%
Merion Kentucky Bluegrass	15%	92%	75%

2H-3 EXECUTION

A. GENERAL

Remove stones, sticks, mortar, concrete, rubbish, debris and any materials harmful to plant life.

B. WEED ERADICATION & CONTROL

Remove and/or spray as required to eradicate noxious weed growth and foots (Johnson grass, Crabgrass, Morning Glory, Rushgrass, Canadian Thistle, etc.), from lawn areas.

Achieve complete removal or kill.

Kill achieved by working soil is permissible.

C. SEEDED LAWNS

- (1) Soil Preparation and Mixture: Thoroughly mix and pulverize the following proportions of materials to a minimum depth of 6-inches while in a moist condition; lightly compacted measurements.

4 to 6-inches of existing topsoil  
2-inches of textural soil amendment  
30 lbs. of commercial mix type 'A' fertilizer  
per 1000 sq. ft.  
50 lbs. of lime per 1,000 sq. ft.

- (2) Seeded Bed Preparation:

Immediately prior to sowing seed bring to an even, smooth finish grade. Roll lightly and evenly compact, remove hard, soft, high and low areas. Establish a friable fine textured seed bed.

Finish grades shall be 1/2-inch to 3/4-inches below adjacent walks, header boards and paving.

SECTION 2H  
LAWNS

2H-3 EXECUTION CONT'D.

C. SEEDED LAWNS CONT'D.

3. Sowing Seed and Mulching:

Sow grass seed mixture evenly with a mechanical spreader at 5 pounds seed to 1,000 sq. ft. of area.

Rake lightly with a wire rake, making shallow furrows. Cover with 1/8" sawdust mulch. Roll with a 200 pound roller.

Method of seeding operation may be varied at option of contractor when approved by Engineer. Contractor is responsible for establishing a thick uniform stand of grass.

4. Fertilizing: Apply ammonium phosphate with a mechanical spreader at application rate of 5 pounds per 1,000 sq. ft..

5. Initial Watering: Water with a fine spray ample to wet the soil, several inches in depth, immediately after seeding and fertilizing.

D. WATERING EQUIPMENT

Hose and other watering equipment required for performance of work furnished by Contractor.

E. CLEAN-UP

Keep premises reasonably free from accumulation of debris.

At completion of each division of work, remove all debris, equipment and surplus materials.

Leave project site in a neat and orderly condition.

F. TEMPORARY FENCE

Provide a temporary fence at the limits of lawn areas.

Unpainted broom handles posts four feet long, and untreated binder twine as approved.

Place posts ten feet apart, maximum. String 3 strands of twine between posts.



SECTION 2H  
LAWNS

2H-3 EXECUTION CONT'D.

F. TEMPORARY FENCE CONT'D.

Provide 8 $\frac{1}{2}$ x11 cardboard signs attached to posts at 100 foot intervals, maximum, entitled "Thank you for not walking on Grass".

Remove at end of lawn maintenance period.

G. PROTECTION

Protect all improvements from damage and staining.

Provide protective cover and barriers as required to prevent damage and staining.

H. MAINTENANCE

Begin maintenance immediately after each section of lawn is seeded. Continue maintenance as follows:

1. Seeded Lawns:

Protect and maintain by watering, mowing, reseeding and weeding through the second mowing, or 45 calendar days whichever is longer, establishing a thick, weed free, uniform stand of grass.

Mow grass at 1 $\frac{1}{2}$ -inch height when it attains a height of 2 $\frac{1}{2}$ -inches. Remove grass clippings and dispose of at locations as approved.

2. General:

Notify Engineer in writing seven (7) calendar days prior to end of maintenance period for each area.

Provide maintenance beyond the required maintenance period necessary to achieve specified requirements as determined and directed by Engineer.

End of Section 2H

SECTION 2M  
MISCELLANEOUS SITE IMPROVEMENTS & SPECIALTIES

The General Conditions, Parts I, II, and III, Special Conditions and Division 1, General Requirements are a part of the requirements of this Section as fully as if repeated herein.

2M-1 GENERAL

A. WORK INSTALLED but FURNISHED UNDER OTHER SECTIONS

Bench fabricate steel items; Section 5F.

B. WORK INCLUDED but SPECIFIED ELSEWHERE

Concrete footings, Section 3D.

2M-2 PRODUCTS

A. BASEBALL & LITTLE LEAGUE EQUIPMENT

Home plate, pitcher's plate and three bases for three ball diamonds shall meet requirements indicated on the Drawings.

B. BALL DIAMOND BENCH MATERIALS

Meet requirements indicated on the Drawings.

C. WOOD RETAINING WALL MATERIALS

Meet requirements indicated on the Drawings.

2M-3 EXECUTION

A. INSTALLATION OF WORK SPECIFIED IN THIS SECTION

Install in accurate location as indicated on Drawings.

Carefully lay out, cut, fit, and install carpentry items and other components.

Use sufficient nails, spikes, screws, bolts, to insure rigidity and permanence. Use nails of proper type and adequate size for work indicated and as Approved.

Drive nails perpendicular to grain in lieu of toe-nailing, where feasible, unless otherwise Directed.

SECTION 2M  
MISCELLANEOUS SITE IMPROVEMENTS & SPECIALTIES

2M-3 EXECUTION

A. INSTALLATION OF WORK SPECIFIED IN THIS SECTION CONT'D.

Install work to true lines, plumb, and level, unless otherwise indicated.

Remove sharp external corners.

Install manufactured items for rigidity and permanence in accordance with manufacturer's recommendation or as Approved.

Provide concrete footings where indicated and as required. Meet requirements of Section 3D.

Installation of fabricated steel items shall meet requirements of Section 5F.

Paint or stain wood and steel items as indicated on the Drawings.

End of Section 2M



SECTION 3A  
CONCRETE FORMWORK

The General Conditions, Parts I, II & III, Special Conditions and Division 1, General Requirements are a part of the requirements of this Section as fully as if repeated herein.

3A-1 GENERAL

A. RELATED WORK SPECIFIED ELSEWHERE

Steel bar reinforcing: Section 3C.  
Cast-in-place Concrete: Section 3D.

B. BUILDING CODE

Requirements of the 1970 Uniform Building Code, if more rigid than those herein, shall govern.

C. STANDARD SPECIFICATIONS

Meet the requirements of ACI 347-63 "Recommended Practice for Concrete Formwork" where not in conflict with this specification or other requirements of the Project. All exposed surfaces shall be considered "Architectural Concrete."

3A-2 PRODUCTS

A. FORM MATERIALS

1. Lumber:  
Construction grade, DF, S4S unless otherwise indicated.

B. PREFABRICATED FORMS

Standard metal forms as Approved.

C. FORM COATINGS & RETARDERS

Meet requirements of Standard Specifications.

3A-3 EXECUTION

A. FIELD MEASUREMENTS

Lay out work, set batterboards, establish elevations, set grade stakes.

SECTION 3A  
CONCRETE FORMWORK

3A-3 EXECUTION CONT'D.

B. INSTALLATION & REMOVAL

1. General

Meet requirements of Standard Specifications.

2. Form Workmanship:

Meet shape, line and dimension requirements indicated on Drawings.

Properly brace and tie together to insure that position and shape are maintained.

Make forms tight to prevent leakage of mortar.

3. Treatment of Forms:

a. Board Forms:

Keep wet prior to placing concrete; wet thoroughly immediately before concrete placement.

b. Metal Forms:

Coat with approved release compound, applied in accordance with manufacturer's directions.

4. Form Removal:

Remove forms at a time and in such a manner as to prevent damage to concrete surfaces.

5. Re-use of Wood Forms:

Withdraw projecting nails, clean concrete from contact surfaces. Replace with new material when directed by Engineer.

End of Section 3A

SECTION 3C  
CONCRETE REINFORCEMENT

The General Conditions, Parts I, II, and III, Special Conditions and Division 1, General Requirements are part of the requirements of this Section as fully as if repeated herein.

3C-1 GENERAL

A. EXTENT OF WORK IN THIS SECTION

Furnish and place all steel reinforcement required for entire work.

3C-2 PRODUCTS

A. GENERAL

"UBC Std.," refers to Uniform Building Code Standards, 1970 edition.

B. MATERIALS

1. Bars:

Intermediate grade, new billet steel, UBC Std. 2507, ASTM A-615 Grade 40, sizes indicated on Drawings. Each piece grademarked, or each shipment accompanied by grade certificate.

2. Accessories

Meet requirements of UBC Standard No. 26-16; obtain Engineer's approval.

Include all devices necessary for proper placement, spacing, supporting and fastening steel reinforcement in place.

Accessories may be either concrete, ceramic, steel or plastic.

3C-3 EXECUTION

A. GENERAL

Meet applicable requirements of ACI 315 and 318.

B. INSTALLATION

Place steel accurately in accordance with Drawings.

Fasten securely in place to prevent displacement before and during pouring of concrete.

Exercise care to be sure that reinforcement is protected by the required thickness of concrete, as indicated on Drawings.

End of Section 3C



SECTION 3D  
CAST-IN-PLACE CONCRETE

The General Conditions, Parts I, II and III, Special Conditions and Division 1, General Requirements are part of the requirements of this Section as fully as if repeated herein.

3D-1 GENERAL

A. RELATED WORK SPECIFIED ELSEWHERE

Concrete formwork: Section 3A  
Expansion/construction joints: Drawings  
Steel reinforcement: Section 3C

B. BUILDING CODE

Requirements of the 1970 Uniform Building Code, if more rigid than those herein shall govern.

C. ENVIRONMENTAL REQUIREMENTS

1. COLD WEATHER

Place no concrete during freezing weather without written approval of Engineer.

If approval is granted comply with requirements of ACI-306.

Contractor assumes full responsibility, including costs for replacing concrete believed to be frozen. Frozen concrete shall be removed and replaced at Contractor's expense.

2. WARM WEATHER

Place no concrete in weather deemed by the Engineer as excessively hot, windy and/or dry without complying with requirements of ACI-605.

D. SPECIAL INSPECTION AND TESTING

Refer to Section 1D for details.

E. DEFECTIVE WORK

Remove and replace when directed by Engineer; concrete with unsatisfactory finishes and surfaces which show excessive shrinkage cracks.

SECTION 3D  
CAST-IN-PLACE CONCRETE

3D-2     PRODUCTS

A.   CONCRETE MATERIALS

1.   Portland Cement:  
     ASTM C-150, Type I

Use one brand, type and source only for all exposed concrete throughout the project.

2.   Aggregates:  
     Meet requirements of ASTM C-33.

Maximum size 1½ inch. Smaller aggregate may be used in slabs less than 4 inches thick and if required by minimum clear spacing between reinforcing bars.

3.   Water:  
     Clean and free from deleterious amounts of acids, alkalis, oils and organic materials.

B.   CONCRETE ADMIXTURES

1.   Air-Entraining Admixture:  
     Meet requirements of ASTM C-260.
2.   Water Reducing Admixture:  
     Meet requirements of ASTM C-494.
3.   Other Admixtures as approved:  
     Meet requirements of UBC and applicable ASTM specifications.

C.   CONCRETE CURING MATERIALS

1.   Curing Compound (Liquid):  
     ASTM C-309; Type 1 resin base with fugitive dye. Grace "Horncrete 30D" or approved.
2.   Protective Paper:  
     Reinforced kraft paper, 'Sisalkraft,' or approved.

D.   CONCRETE MIX

1.   General:  
     Meet requirements of UBC as supplemented and modified herein. Do not use admixtures in concrete for paving basketball courts.

SECTION 3D  
CAST-IN-PLACE CONCRETE

3D-2 PRODUCTS CONT'D.

D. CONCRETE MIX CONT'D.

1. General: Cont'd.  
Transit-mixed, ASTM C-94.

Contractor assumes responsibility for mix design and product performance.

2. Strength:  
All concrete shall develop a minimum 28-day laboratory cured compressive cylinder strength of 3,000 PSI plus 15% except as otherwise noted on the Drawings.
3. Cement Content:  
5.5 sacks cement per cubic yard minimum.
4. Air-Entraining:  
Meet requirements of ASTM C-260 to provide amount of 4-5% of concrete volume in all concrete work.
5. Water Reducing Admixture:  
Meet requirements of ASTM C-494.  
  
May be used at Contractor's option.
6. Other Admixtures:  
Meet requirements of UBC and applicable ASTM specifications as approved.
7. Slump at Point of Delivery:  
Maximum 3 inches, for all walks, steps, and paving.  
  
Maximum 4 inches for footings, walls, and all other work.
8. Mix Design:  
Design mix, batching procedures and quality of materials shall be established in accordance with this Section by independent laboratory, under direction of and certified by a professional engineer registered in the State of Oregon. File certification with Engineer.



SECTION 3D  
CAST-IN-PLACE CONCRETE

3D-3 EXECUTION

A. INSPECTION

1. Examine forms to receive concrete and the reinforcing steel for:
  - a. Defects that will adversely affect the execution and quality of work.
  - b. Deviations beyond allowable tolerances for installation of concrete as indicated in Sections 3A, 3B and 3C.
2. Do not start work until unsatisfactory conditions are corrected.
3. Notify Engineer  
at least 24 hours before an intended pour. Place no concrete until reinforcement has been inspected and approved.

B. PREPARATION

Thoroughly wet board forms before depositing concrete.

C. INSTALLATION

1. Conveying Concrete:  
Convey concrete from the mixer to the place of final deposit by methods which will prevent separation and loss of material.
2. Depositing Concrete:
  - a. Concrete shall be deposited as nearly as possible in its final position to avoid segregation due to rehandling or flowing.
  - b. Maximum height of vertical drop without use of trunks, placement parts in sides of formwork, or other approved method is four feet.
3. Compaction of Concrete:  
Employ hand spading to consolidate concrete around reinforcement, into corners and angles of forms to exclude rock pockets, air bubbles, and honeycomb.

SECTION 3D  
CAST-IN-PLACE CONCRETE

3D-3 EXECUTION CONT'D.

C. INSTALLATION CONT'D.

4. Repairing and Patching of Concrete:

- a. Replace work in question if Engineer determines that imperfections are sufficiently objectionable.
- b. Imperfections shall be repaired as directed by Engineer.

5. Paving Hair Broom Finish:

Screed and tamp to bring fine particles to surface.

Float to true surface and slopes as indicated with tolerance of 1/4-inch in 10 feet.

Rough surface with medium hair broom; just after initial set matching approved sample finish.

Tool edges to 1/4-inch radius.

Provide hair broom finish on all paving.

6. Curing Concrete:

Maintain concrete in a moist condition for at least 7 days after placement in accordance with ACI 301.

Coat with specified curing compound applied in accordance with manufacturer's directions.

D. PROTECTION OF CONCRETE

Cover concrete for protection where subject to staining or other damage as Approved by Engineer.

E. FIELD QUALITY CONTROL

The Local Public Agency will obtain testing of concrete by separate contract. Refer to Section 1D for testing provisions.

F. CLEANUP

Clean up all excess concrete, other materials and debris on a weekly basis and remove from project site.

End of Section 3D

SECTION 5F  
MISCELLANEOUS METAL

The General Conditions, Parts I, II, and III, Special Conditions and Division 1 General Requirements are part of the requirements of this Section as fully as if repeated herein.

5F-1 GENERAL

A. WORK INCLUDED

Provide all iron and steel work shown on Drawings except as otherwise indicated.

B. RELATED WORK SPECIFIED ELSEWHERE

Finish painting of steel and iron work; Section 2M and Drawings.

C. SHOP DRAWINGS

Submit in accordance with General Conditions.

Show complete fabrication details and installation methods.

5F-2 PRODUCTS

A. MATERIALS

1. Steel:

Meet requirements of AISC Manual of Steel Construction 7th Edition.

2. Other Materials:

Best commercial quality, suitable for the intended purpose.

B. FABRICATION

Meet requirements of AISC Manual of Steel Construction, 7th Edition.

Form to accurate sizes and shapes, with sharp lines and angles.



SECTION 5F  
MISCELLANEOUS METAL

5F-2 PRODUCTS CONT'D.

B. FABRICATION (Cont'd.)

Punch and shear to leave clean surfaces.

Weld or bolt permanent connections; grind exposed welds smooth.

Do not use screws or bolts when they can be avoided; when used, countersink heads, draw up tight, nick threads to prevent loosening.

Provide holes and connections for work of other trades.

Detail joints and fastenings for ample strength and stiffness, conceal wherever possible. Where exposed to weather, form to exclude water.

C. SHOP TREATMENT

After fabrication and before installation perform the following:

1. Preparation of surfaces:

Remove rust, scale, grease and oil by wire brushing and chemical cleaning.

2. Galvanized metal:

Touch up damaged areas with "Galv-Weld", "Galvicon", or approved.

No shop painting required.

3. All other metal:

Provide one heavy coat approved metal primer.

5F-3 EXECUTION

A. INSTALLATION

Install all items in accurate location, plumb, to true lines, as detailed, and required for rigidity and permanence.

Meet requirements of AISC Manual of Steel Construction, 7th edition.

End of Section 5F

SECTION 6H  
WOOD TREATMENT

The General Conditions, Parts I, II and III, Special Conditions and Division 1, General Requirements are part of the requirements of this section as fully as if repeated herein.

6H-1 GENERAL

A. TREATING PLANT

Recognized lumber treatment company having adequate facilities for work meeting requirements of AWPA Standards specified.

Authorized by preservative material manufacturer and acceptable to the Engineer.

B. TRADEMARK

Preservative material manufacturer's label or stamp on each treated piece, or unit of lumber as approved.

C. CERTIFICATE OF COMPLIANCE

Furnish affidavit from treating plant, stating that preservative treatment conforms to specifications and moisture content of treated material does not exceed that specified.

D. MOISTURE CONTENT OF WOOD

Maximum indicated or specified under other Sections or on the Drawings.

6H-2 PRESSURE TREATMENT METHOD NO. 1 (P.T. #1)

A. MATERIAL AND METHOD

Pressure impregnate with water repellent Pentachlorophenol using Hydrocarbon Solvent, Type B (LPG) or Type C (Light Hydrocarbon Solvent with Auxiliary Solvent), in accordance with AWPA Standards P8-64, P9-71, C1-71, C2-70, C23-70, and C28-69. Retention shall be 0.50 lbs. per cubic foot for all lumber and poles in contact with ground and 0.40 lbs. per cubic foot for all other lumber. Meet requirements of Federal Specification TT-W572.

Apply two liberal coats of preservative solution to surfaces cut in fitting at project site or shop in accordance with AWPA Standard M4-62.

SECTION 6H  
WOOD TREATMENT

6H-2 PRESSURE TREATMENT METHOD NO. 1 (P.T. #1) CONT'D

B. WORK INCLUDED

Treat all logs, posts and lumber indicated "P.T. #1" on Drawings or specified.

6H-3 PRESSURE TREATMENT METHOD NO. 2 (P.T. #2)

A. MATERIAL AND METHOD

Pressure impregnate with Water-borne Preservatives using Ammoniacal Copper Arsenite (ACA) or Chromated Copper Arsenate, Type A (CCA-Type A) in accordance with AWPA Standards P5-71, C1-71 and C2-72.

Retention shall be 0.40 lbs. per cubic foot for all lumber in contact with ground and 0.23 lbs. per cubic foot for all other lumber.

Apply two liberal coats of preservative solution to surfaces cut in fitting at project site or shop in accordance with AWPA Standard M4-62.

B. WORK INCLUDED

Treat all lumber indicated "P.T. #2" on Drawings or specified.

End of Section 6H



CONTRACT DOCUMENTS

IRVING PARK IMPROVEMENTS PHASE 3

Irvington Neighborhood Development Project  
Oregon A-5-2 Portland, Oregon

CONTRACT DOCUMENTS

FOR

IRVING PARK Improvements, Phase 3  
IRVINGTON NEIGHBORHOOD DEVELOPMENT PROJECT  
ORE. A-5-2  
PORTLAND DEVELOPMENT COMMISSION  
PORTLAND, OREGON

MITCHELL/MCARTHUR/GARDNER/O'KANE/ASSOCIATES  
Planning/Landscape Architecture  
813 S. W. Alder  
Portland, Oregon 97205  
(503) 227-2601

ENGINEERING CONSULTANTS:

Structural

John H. Herrick  
Consulting Structural Engineers Inc.  
1188 Olive Street  
Eugene, Oregon 97401  
(503) 342-7256

Mechanical

Keith Kruchek Consulting Engineer  
3312 S. W. Kelly  
Portland, Oregon 97201  
(503) 222-1374

Electrical

Langton, Mehlig & Associates Inc.  
Electrical Engineers  
5123 S. E. Meldrum  
Milwaukie, Oregon 97222  
(503) 656-1658



March 12, 1973

SET NO. 4

## TABLE OF CONTENTS

<u>INSTRUCTIONS AND FORMS</u>	Page No.
DIVISION A    INVITATION FOR BIDS-----	1
DIVISION B    INSTRUCTIONS TO BIDDERS-----	3
1. Use of Separate Bid Forms-----	3
2. Interpretations or Addenda-----	3
3. Inspection of Site-----	3
4. Alternative Bids-----	4
5. Bids-----	4
6. Bid Guaranty-----	5
7. Collusive Agreements-----	5
8. Corrections-----	6
9. Time for Receiving Bids-----	6
10. Opening of Bids-----	6
11. Withdrawal of Bids-----	6
12. Award of Contract: Rejection of Bids-----	7
13. Execution of Agreement: Performance and Payment Bond-----	7
14. Wages and Salaries-----	8
15. Prequalification-----	8
16. Subcontractor List-----	9
17. Equal Employment Opportunity-----	9
18. Substitutions-----	9
19. Pre-Construction Conference-----	9
 DIVISION C    BID FORM-----	 10
DIVISION D    FORM OF NON COLLUSION AFFIDAVIT OF PRIME BIDDERS-----	13
DIVISION E    FORM OF BID BOND-----	14
DIVISION G    FORM OF AGREEMENT-----	19
DIVISION H    FORM OF PERFORMANCE AND PAYMENT BOND-----	21
 <u>GENERAL SPECIFICATIONS</u>	
DIVISION I    GENERAL CONDITIONS, PART I-----	24
101. Definitions-----	24
102. Superintendence by Contractor-----	26
103. Subcontracts-----	26
104. Other Contracts-----	28
105. Fitting and Coordination of the Work-----	28



106.	Mutual Responsibility of Contractors-----	28
107.	Progress Schedule-----	29
108.	Payments to Contractor-----	30
109.	Changes in the Work-----	32
110.	Claims for Extra Cost-----	33
111.	Termination: Delays: and Liquidated Damages:-----	34
112.	Assignment or Novation-----	36
113.	Disputes-----	36
114.	Technical Specifications and Drawings-----	37
115.	Shop Drawings-----	37
116.	Requests for Supplementary Information-----	38
117.	Materials and Workmanship-----	38
118.	Samples, Certificates and Tests-----	39
119.	Permits and Codes-----	41
120.	Care of Work-----	42
121.	Accident Prevention-----	43
122.	Sanitary Facilities-----	43
123.	Use of Premises-----	44
124.	Removal of Debris, Cleaning, etc.-----	44
125.	Inspections-----	44
126.	Review by Local Public Agency-----	46
127.	Final Inspection-----	46
128.	Deduction for Uncorrected Work-----	46
129.	Insurance-----	47
130.	Patents-----	48
131.	Warranty of Title-----	48
132.	General Guaranty-----	49
133.	Responsibility of Contractor-----	49
134.	Communications-----	49
135.	Interpretation of Specifications-----	50
136.	Control of Project-----	50

DIVISION J      GENERAL CONDITIONS, PART II-----52  
(Federal Labor-Standards Provisions)

201.	The Project to Which the Work Covered by this Contract Pertains---	52
202.	Defined Terms-----	52
203.	Minimum Salary Rates for Architects, Technical Engineers, Draftsmen and Technicians-----	52
204.	Minimum Wage Rates for Laborers and Mechanics-----	52
205.	Underpayments of Wages or Salaries-----	53
206.	Fringe Benefits as Part of Wages-----	53
207.	Contract Work Hours Standards Act--Overtime Compensation-----	54
208.	Employment of Apprentices and Trainees-----	54
209.	Contractor's Certificates-----	56
210.	Equal Employment Opportunity-----	56
211.	Employment Opportunities for Lower Income Persons -----	57
212.	Employment of Certain Persons Prohibited-----	57
213.	Regulations Pursuant to So-Called "Anti-Kickback Act"-----	57
214.	Employment of Laborers or Mechanics Not Listed in Aforesaid Wage Determination Decision-----	58
215.	Fringe Benefits Not Expressed as Hourly Wage Rates-----	58
216.	Posting Wage Determination Decisions and Authorized Wage Deductions-----	58

217.	Complaints, Etc., By Employees-----	58
218.	Claims and Disputes Pertaining to Salary Rates for Technical Employees-----	58
219.	Claims and Disputes Pertaining to Wage Rates for Laborers and Mechanics-----	59
220.	Questions Concerning Certain Federal Statutes and Regulations-----	59
221.	Payrolls and Basic Payroll Records of the Contractor and Subcontractors-----	59
222.	Specific Coverage of Certain Types of Work by Employees-----	60
223.	Ineligible Subcontractors-----	60
224.	Interest of Certain Federal and Other Officials-----	60
225.	Provisions to be Included in Certain Subcontracts-----	60
226.	Breach of Foregoing Federal Labor-Standards Provisions-----	61
	EXHIBIT 'A'-----	62
	EXHIBIT 'B'-----	64
DIVISION K ATTACHMENT TO PART II OF GENERAL CONDITIONS-----		71
("Anti-Kickback Act")		
3.1.	Purpose and Scope-----	71
3.2.	Definitions-----	72
3.3.	Weekly statement with respect to payment of wages-----	72
3.4.	Submission of weekly statements and the preservations and inspection of weekly payroll records-----	74
3.5.	Payroll deductions permissible without application to or approval of the Secretary of Labor-----	75
3.6.	Payroll deductions permissible with the approval of the Secretary of Labor-----	76
3.7.	Applications for the approval of the Secretary of Labor-----	76
3.8.	Action by the Secretary of Labor upon applications-----	76
3.9.	Prohibited payroll deductions-----	76
3.10.	Methods of payment of wages-----	77
3.11.	Regulations part of contract-----	77
DIVISION L GENERAL CONDITIONS, PART III		
(Non-Federal Labor-Standard Provisions)		
301.	General Provisions-----	78
302.	Other Stipulations-----	78
303.	Minimum Hourly Rate of Wage-----	79
304.	Payment for Medical Care & Attention to Employees-----	79
DIVISION M SPECIAL CONDITIONS-----		80
401.	Project Boundary & Site-----	80
402.	Time for Completion-----	80
403.	Liquidated Damages-----	80
404.	Partial Use of Site Improvements-----	80
405.	Contract Documents & Drawings-----	81
406.	Division, Section & Paragraph Numbering-----	81
407.	Specifications-----	81
408.	Number of Specified Items Required-----	81
409.	Abbreviations-----	82
410.	Standard Specifications-----	83

411.	Not Used-----	83
412.	Lines & Levels-----	83
413.	Storage of Materials-----	83
414.	Access to Abutting Storage Facilities-----	83
415.	Project Record Documents-----	84
416.	Owner's Maintenance Brochure-----	85
417.	Repair of Existing Material-----	85
418.	Defective & Damaged Work-----	85
419.	Cutting & Patching-----	85
420.	Vehicular Traffic Control-----	86
421.	Certificates of Compliance-----	86
422.	Existing Underground Utilities-----	87
423.	Permits-----	87
424.	Measurements-----	87
425.	Utilities-----	88

DIVISION N	SCHEDULE OF DRAWINGS-----	89
------------	---------------------------	----

## TECHNICAL SPECIFICATIONS

### DIVISION I - GENERAL REQUIREMENTS

Section 1A	Statement of Work-----	90
Section 1B	Base Bid & Alternates-----	91
Section 1C	Temporary Facilities-----	93
Section 1D	Inspections and Tests-----	95

### DIVISION 2 - SITEWORK

Section 2C	Demolition-----	97
Section 2D	Earthwork-----	99
Section 2F	Site Drainage-----	105
Section 2G	Fencing-----	107
Section 2H	Lawns-----	111
Section 2I	Irrigation System-----	115
Section 2K	Play Equipment & Tennis Courts Accessories-----	125
Section 2L	Bituminous Paving-----	128

### DIVISION 3 - CONCRETE

Section 3A	Concrete Formwork & Accessories-----	133
Section 3B	Expansion & Construction Joints-----	137
Section 3C	Concrete Reinforcement-----	139
Section 3D	Cast-in-Place Concrete-----	141

### DIVISION 4 - MASONRY

Section 4A	Mortar-----	149
Section 4C	Unit Masonry-----	152



## DIVISION 5 - METALS

Section 5F	Miscellaneous Metals-----	158
------------	---------------------------	-----

## DIVISION 6 - CARPENTRY

Section 6A	Rough Carpentry-----	160
Section 6B	Glue-Laminated Wood-----	165
Section 6C	Finish Carpentry-----	167
Section 6H	Wood Treatment-----	170

## DIVISION 7 - MOISTURE CONTROL

Section 7C	Dampproofing-----	173
Section 7F	Wood Siding-----	174
Section 7G	Built-up Bituminous Roofing-----	176
Section 7H	Metal Roof Flashing & Trim-----	180
Section 7I	Sealants-----	182

## DIVISION 8 - DOORS, WINDOWS AND GLASS

Section 8A	Metal Doors & Frames-----	184
------------	---------------------------	-----

## DIVISION 9 - FINISHES

Section 9B	Gypsum Drywall-----	189
Section 9K	Painting-----	191

## DIVISION 15 - MECHANICAL

Section 15A	Mechanical Work-----	198
-------------	----------------------	-----

## DIVISION 16 - ELECTRICAL

Section 16A	Electrical Work - General-----	208
Section 16B	Basic Electrical Materials and Methods-----	212
Section 16C	Electrical Material & Methods for Raceways & Fittings-----	217
Section 16D	Electrical Conductors-----	220
Section 16E	Branch Circuit Panels-----	221
Section 16F	General Electrical Location & Installation-----	223
Section 16G	Electrical Service System-----	224
Section 16H	Electrical Fixtures-----	226

## DRAWINGS (8 $\frac{1}{2}$ x11)

Sheets No. I-1, I-2 and I-3

End

DIVISION A  
INVITATION FOR BIDS

The PORTLAND DEVELOPMENT COMMISSION will receive sealed Bids for IRVING PARK Improvements, Phase 3 until 2:00 P.M. Pacific Standard Time, on the 9th Day of April, 1973, at 1700 S. W. Fourth Avenue, Portland, Oregon 97201, at which time and place all Bids will be publicly opened and read aloud.

The work includes the construction of a basketball court shelter and electrical room addition to an existing building, remodeling an existing utility/storage building, a fountain including a concrete pool with filtering system, irrigation system, electrical service and lighting, repairing and resurfacing existing tennis courts, new domestic water system, play equipment, paved playcourt, fencing, and related improvements within the existing 16-acre park.

Contract Documents, including Drawings and Specifications, are on file at the office of the PORTLAND DEVELOPMENT COMMISSION, at 1700 S. W. Fourth Avenue, Portland, Oregon, the Builders Exchange Cooperative, and the Plan Center.

Copies of the Contract Documents may be obtained by Prime Bidders only at the PORTLAND DEVELOPMENT COMMISSION, by depositing \$50.00 for two sets of documents so obtained. Each such deposit will be refunded if the Drawings and Contract Documents are returned in good conditions within ten (10) days after the Bid Opening.

A certified check or bank draft, payable to the order of the PORTLAND DEVELOPMENT COMMISSION, Negotiable U.S. Government bonds (at par value), or a satisfactory Bid Bond executed by the Bidder and an acceptable surety in an amount equal to ten percent (10%) of the total Bid, shall be submitted with each Bid.

Attention is called to the fact that not less than the minimum salaries and wages as set forth in the Contract Documents must be paid on the Project, and that the Contractor must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin, and that the Contractor must comply with Federal regulations pertaining to the employment of apprentices and trainees as set forth in the Contract Documents.

Attention is called to all provisions of Oregon Revised Statutes, Chapter 279, including those providing for prequalification. The qualification required for Bidders on this Contract shall be the regular City of Portland Prequalification Statement. The Bidder's Prequalification Statement must be filed with the City Engineer not later than ten (10) days prior to the Bid Opening time.

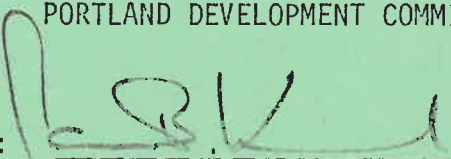
DIVISION A  
INVITATION FOR BIDS

The PORTLAND DEVELOPMENT COMMISSION reserves the right to reject any or all Bids or to waive any informalities in the bidding.

Bids may be held by the PORTLAND DEVELOPMENT COMMISSION for a period not to exceed thirty (30) days from the date of the opening of Bids for the purpose of reviewing the Bids and investigating the qualifications of the Bidders prior to awarding the Contract.

PORTLAND DEVELOPMENT COMMISSION

By:

  
\_\_\_\_\_  
John B. Kenward, Executive Director

Date: March 19, 1973



DIVISION B  
INSTRUCTIONS TO BIDDERS

1. USE OF SEPARATE BID FORMS

These Contract Documents include a complete set of bidding and Contract forms which are for the convenience of bidders and not to be detached from the Contract Documents, filled out, or executed. Separate copies of Bid Forms are furnished for that purpose.

2. INTERPRETATIONS OR ADDENDA

No oral interpretation will be made to any Bidder as to the meaning of the Contract Documents or any part thereof. Every request for such an interpretation shall be made in writing to the Local Public Agency. Any inquiry received seven or more days prior to the date fixed for opening of bids will be given consideration. Every interpretation made to a Bidder will be in the form of an Addendum to the Contract Documents, and when issued, will be on file in the office of the Local Public Agency

at least five days before Bids are opened. In addition, all Addenda will be mailed to each person holding Contract Documents, but it shall be the Bidder's responsibility to make the inquiry as to the Addenda issued. All such Addenda shall become part of the Contract and all Bidders shall be bound by such Addenda, whether or not received by the Bidders.

3. INSPECTION OF SITE

Each Bidder should visit the site of the proposed work and fully acquaint himself with the existing conditions there relating to construction and labor, and should fully inform himself as to the facilities involved, the difficulties and restrictions attending the performance of the Contract. The Bidder should thoroughly examine and familiarize himself with the Drawings, Technical Specifications, and all other Contract Documents. The Contractor by the execution of the Contract shall in no wise be relieved of any obligation under it due to his failure to receive or examine any form or legal instrument or to visit the site and acquaint himself with the conditions there existing and the Local Public Agency will be justified in rejecting any claim based on facts regarding which he should have been on notice as a result thereof.

DIVISION B  
INSTRUCTIONS TO BIDDERS

4. ALTERNATIVE BIDS

No alternative bids will be considered unless alternative bids are specifically requested by the Technical Specifications. Refer to Section 1B.

5. BIDS

- a. All Bids must be submitted on forms supplied by the Local Public Agency and shall be subject to all requirements of the Contract Documents, including the Drawings, and these INSTRUCTIONS TO BIDDERS. All Bids must be regular in every respect and no interlineations, excisions or special conditions shall be made or included in the Bid Form by the Bidder.
- b. Bid Documents including the Bid, the Bid Guaranty, the Non Collusion Affidavit and the Statement of Bidder's Qualifications (if requested) shall be enclosed in an envelope which shall be sealed and clearly labeled with the project title, project number, name of Bidder, and date and time of bid opening in order to guard against premature opening of the bid.
- c. The Local Public Agency may consider as irregular any Bid on which there is an alteration of or departure from the Bid Form hereto attached and at its option may reject the same.
- d. If the Contract is awarded, it will be awarded by the Local Public Agency to a responsible Bidder on the basis of the lowest Bid and the selected Alternative Bid items, if any. The Contract will require the completion of the work according to the Contract Documents.
- e. Each Bidder shall include in his bid proposal the following information:

Principals

Names  
Social Security Numbers  
Home Addresses  
City, State, Zip Code

Firm

Name  
Treasury Number  
Address  
City, State, Zip Code

DIVISION B  
INSTRUCTIONS TO BIDDERS

6. BID GUARANTY

- a. The Bid must be accompanied by a Bid guaranty which shall not be less than 10 percent (10%) of the amount of the Bid. At the option of the Bidder, the guaranty may be a certified check, bank draft, negotiable U. S. Government Bonds (at par value), or a bid bond in the form attached. The Bid bond shall be secured by a guaranty or a surety company listed in the latest issue of U. S. Treasury Circular 570. The amount of such Bid bond shall be within the maximum amount specified for such Company in said Circular 570. No Bid will be considered unless it is accompanied by the required guaranty. Certified check or bank draft must be made payable to the order of the Portland Development Commission. Cash deposits will not be accepted. The Bid guaranty shall insure the execution of the Agreement and the furnishing of the surety bond or bonds by the successful Bidder, all as required by the Contract Documents.
- b. Revised Bids submitted before the opening of Bids, whether forwarded by mail or telegram, if representing an increase in excess of two percent (2%) of the original Bid, must have the Bid guaranty adjusted accordingly; otherwise the Bid will not be considered.
- c. Certified checks or bank drafts, or the amount thereof, Bid Bonds, and negotiable U. S. Government bonds of unsuccessful Bidders will be returned as soon as practical after the opening of the Bids.

7. COLLUSIVE AGREEMENTS

- a. Each Bidder submitting a Bid to the Local Public Agency for any portion of the work contemplated by the documents on which bidding is based shall execute and attach thereto, an affidavit substantially in the form herein provided, to the effect that he has not entered into a collusive agreement with any other person, firm, or corporation in regard to any Bid submitted.
- b. Before executing any subcontract the successful Bidder shall submit the name of any proposed subcontractor for prior approval and an affidavit substantially in the form provided in Section 103, SUBCONTRACTS under GENERAL CONDITIONS, PART I.



DIVISION B  
INSTRUCTIONS TO BIDDERS

8. CORRECTIONS

Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder.

9. TIME FOR RECEIVING BIDS

- a. Bids received prior to the advertised hour of opening will remain sealed and be securely kept. The officer whose duty it is to open them will decide when the specified time has arrived, and no Bid received thereafter will be considered; except that when a Bid arrives by mail after the time fixed for opening, but before the reading of all other Bids is completed, and it is shown to the satisfaction of the Local Public Agency that the nonarrival on time was due solely to delay in the mails for which the Bidder was not responsible, such Bid will be received and considered.
- b. Bidders are cautioned that, while telegraphic modifications of Bids may be received as provided above, such modifications, if not explicit and if in any sense subject to misinterpretation, shall make the Bid so modified or amended, subject to rejection.

10. OPENING OF BIDS

At the time and place fixed for the opening of Bids, the Local Public Agency will cause to be opened and publicly read aloud every Bid received within the time set for receiving Bids, irrespective of any irregularities therein. Bidders and other persons properly interested may be present, in person or by representative.

11. WITHDRAWAL OF BIDS

Bids may be withdrawn on written or telegraphic request dispatched by the Bidder in time for delivery in the normal course of business prior to the time fixed for opening; provided, that written confirmation of any telegraphic withdrawal over the signature of the Bidder is placed in the mail and postmarked prior to the time set for Bid opening. The Bid guaranty of any Bidder withdrawing his Bid in accordance with the foregoing conditions will be returned promptly.

DIVISION B  
INSTRUCTIONS TO BIDDERS

12. AWARD OF CONTRACT: REJECTION OF BIDS

- a. The Contract will be awarded to the responsible Bidder submitting the lowest Bid complying with the conditions of the Invitation for Bids. The Bidder to whom the award is made will be notified at the earliest possible date. The Local Public Agency, however, reserves the right to reject any and all Bids and to waive any informality in Bids received whenever such rejection or waiver is in its interest.
- b. The Local Public Agency reserves the right to consider as unqualified to do the work of general construction any Bidder who does not habitually perform with his own forces the major portion of the work involved in construction of the Improvements embraced in this Contract.

13. EXECUTION OF AGREEMENT: PERFORMANCE AND PAYMENT BOND

- a. Subsequent to the award and within ten days after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the Local Public Agency an Agreement in the form included in the Contract Documents in such number of copies as the Local Public Agency may require.
- b. Having satisfied all conditions of award as set forth elsewhere in these documents, the successful Bidder shall, within the period specified in paragraph "a" above, furnish a surety bond in a penal sum not less than the amount of the Contract as awarded, as security for the faithful performance of the Contract, and for the payment of all persons, firms or corporations to whom the Contractor may become legally indebted for labor, materials, tools, equipment or services of any nature including utility and transportation services, employed or used by him in performing the work. Such bond shall be in the same form as that included in the Contract Documents and shall bear the same date as, or a date subsequent to that of the Agreement. The current power of attorney for the person who signs for any surety company shall be attached to such bond. This bond shall be signed by a guaranty or surety company listed in the latest issue of the U. S. Treasury Circular 570 and the penal sum shall be within the maximum specified for such company in said Circular 570.

DIVISION B  
INSTRUCTIONS TO BIDDERS

- c. The failure of the successful Bidder to execute such Agreement and to supply the required bond or bonds within ten days after the prescribed forms are presented for signature, or within such extended period as the Local Public Agency may grant, based upon reasons determined sufficient by the Local Public Agency, shall constitute a default, and the Local Public Agency may either award the Contract to the next lowest responsible Bidder or readvertise for Bids, and may charge against the Bidder the difference between the amount of the Bid and the amount for which a Contract for the work is subsequently executed, irrespective of whether the amount thus due exceed the amount of the Bid bond. If a more favorable Bid is received by readvertising the defaulting Bidder shall have no claim against the Local Public Agency for a refund.

14. WAGES & SALARIES

- a. Attention of Bidders is particularly called to the requirements concerning the payment of not less than the prevailing wage and salary rates specified in the Contract Documents and the conditions of employment with respect to certain categories and classifications of employees. See GENERAL CONDITIONS, PART II AND PART III.
- b. The rates of pay set forth under GENERAL CONDITIONS, PART II, are the minimums to be paid during the life of the Contract. It is therefore the responsibility of Bidders to inform themselves as to local labor conditions, such as the length of work day and work week, overtime compensation, health and welfare contributions labor supply and prospective changes or adjustments of rates.

15. PREQUALIFICATION

- a. Attention of Bidders is called to the Oregon Revised Statutes, Chapter 279, providing for prequalification of Bidders on public contracts.
- b. The prequalification required for Bidders on this Contract shall be the regular City of Portland Prequalification Statement. The Bidders Prequalification Statement must be filed with the City Engineer not later than ten (10) days prior to the Bid opening time.



DIVISION B  
INSTRUCTIONS TO BIDDERS

16. SUBCONTRACTOR LIST

The Contractor shall submit with the Bid a list of subcontractors proposed for performance of any work not to be done with the Contractor's own forces.

17. EQUAL EMPLOYMENT OPPORTUNITY

Attention of Bidders is particularly called to the requirement for insuring that employees and applicants for employment are not discriminated against because of their race, sex, creed, color, or national origin. (See General Conditions, Part II, Section 210.)

18. SUBSTITUTIONS

Bids must be based upon specific articles and materials named in the Technical Specifications and on the Drawings. Substitutions may be made only under the following conditions:

1. Seven calendar days, or more prior to bid opening date:

Requests for approval of different article or material from that specified shall be accompanied by samples, tests by impartial and recognized laboratories, records of performance, and such other information as the Engineer may request. Substitutions are approved only with understanding that contractor guarantees substituted article or material to be equal or better than that specified, and meets all requirements of the Drawings and Technical Specifications.

A bulletin to all bidders will be issued not less than 5 days prior to bid opening date listing all approved substitutions. No unlisted substitutions will be permitted.

19. PRE-CONSTRUCTION CONFERENCE

Upon notification by the Local Public Agency, each successful bidder will be required to attend a Pre-Construction Conference with his known principal sub-contractors, including but not limited to major items of work such as heating, electrical, plumbing and so forth. The purpose of the Pre-Construction Conference is to discuss, among other considerations, the responsibility of the successful bidder and his sub-contractors under Executive Order 11246, and the requirement for an Affirmative Action Program from the successful bidder and sub-contractor.

End of Division B

DIVISION C  
BID FORM

TO: THE PORTLAND DEVELOPMENT COMMISSION  
1700 S. W. Fourth Avenue  
Portland, Oregon 97201

Gentlemen:

1. The undersigned, having become familiarized with the existing conditions of the Project Area affecting the cost of the work, and with the Contract Documents (which include Invitation for Bids, Instructions to Bidders, Bid Form, Form of Non-Collusion Affidavit, the Form of Bid Bond, the Form of Agreement, the Form of Performance and Payment Bond, General Conditions, Part I, II, and III, Special Conditions, Drawings (as listed in the Schedule of Drawings), Technical Specifications, and Addenda (if any)), all as prepared by Mitchell/McArthur/Gardner/O'Kane/Associates under the direction of James J. Robertson, Project Engineer and on file in the office of the Portland Development Commission, hereby proposes to furnish all supervision, technical personnel, labor, materials, supplies, machinery, tools, appurtenances, equipment and services, including utility and transportation services required to construct and complete IRVING PARK IMPROVEMENT PHASE 3 in the IRVINGTON NEIGHBORHOOD DEVELOPMENT PROJECT, ORE. A-5-2, all in accordance with the above listed documents at and for the following sums:

A. Bid for Schedule A, Irrigation System & Domestic Water

Bid for Schedule A as defined in Section 1B of the Technical Specifications  
the sum of \_\_\_\_\_

\_\_\_\_\_  
Dollars (\$ \_\_\_\_\_ )

B. Bid for Schedule B, Basketball Court Shelter

Bid for Schedule B as defined in Section 1B of the Technical Specifications  
the sum of \_\_\_\_\_

\_\_\_\_\_  
Dollars (\$ \_\_\_\_\_ )

C. Bid for Schedule C, Other Improvements

Bid for Schedule C as defined in Section 1B of the Technical Specifications  
the sum of \_\_\_\_\_

\_\_\_\_\_  
Dollars (\$ \_\_\_\_\_ )

DIVISION C  
BID FORM

D. Bid for Schedule D, Improvements Included in Schedules A, B & C Combined.

Bid for Schedules A, B, and C combined as defined in Section 1B of the Technical Specifications the sum of \_\_\_\_\_

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )

E. Alternate Bids:

If either one of the following alternate bids, as defined in Section 1B of the Technical Specifications, is accepted by the Portland Development Commission, the undersigned agrees to make the following adjustments to the above applicable Base Bid.

(1) Alternate No. 1 to Bid for Schedule C: Add Play Court Area.

Add the sum of \_\_\_\_\_  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )

(2) Alternate No. 1 to Bid for Schedule D: Add Play Court Area.

Add the sum of \_\_\_\_\_  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )

2. In submitting his Bid or Bids, the Bidder understands that the right is reserved by the Portland Development Commission to reject any and all Bids. If written notice of the acceptance of any one or any combination of these Bids is mailed, telegraphed, or delivered to the undersigned within thirty (30) days of this Bid or these Bids, the undersigned agrees to execute and deliver an Agreement in the prescribed form and furnish the required bond within ten (10) days after the Agreement is presented to him for signature. The undersigned further agrees that the Alternate Bids may not be withdrawn for a period of fifteen (15) days after the date of the Agreement.

3. Security in the sum of \_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_ ) in the form of \_\_\_\_\_ is

submitted herewith in accordance with the INSTRUCTIONS TO BIDDERS.

4. Attached hereto is an affidavit in proof that the undersigned has not entered into a collusive agreement with any person in respect to this Bid or these Bids or any other Bid or the submitting of Bids for the Contract for which this Bid or these Bids are submitted.



DIVISION C  
BID FORM

5. CERTIFICATION OF NONSEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and washrooms, restaurants and other eating area, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. Section 1001.

6. The undersigned acknowledges receipt of Addenda No. \_\_\_\_ through \_\_\_\_.

(Name of Bidder) \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

(Official Address) \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Date \_\_\_\_\_, 1973

DIVISION D  
NON-COLLUSION AFFIDAVIT OF PRIME BIDDERS

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

\_\_\_\_\_ being first duly sworn, deposes  
and says that:

(1) He is (owner, partner, officer, representative, or agent) of  
\_\_\_\_\_ the Bidder that has  
submitted the attached Bid:

(2) He is fully informed respecting the preparation and contents of  
the attached Bid and of all pertinent circumstances respecting such bid;

(3) Such Bid is genuine and is not a collusive or sham Bid:

(4) Neither the said Bidder nor any of its officers, partners, owners  
agents, representatives, employees or parties in interest, including this  
affiant, has in any way colluded, conspired, connived or agreed, directly  
or indirectly with any other Bidder, firm or person to submit a collusive  
or sham Bid in connection with the Contract for which the attached Bid has  
been submitted or to refrain from bidding in connection with such Contract,  
or has in any manner, directly or indirectly, sought by agreement or col-  
lusion or communication or conference with any other Bidder, firm or  
person to fix the price or prices in the attached Bid or of any other Bidder,  
or to fix any overhead, profit or cost element of the Bid price or the Bid  
price of any other Bidder, or to secure through any collusion, conspiracy,  
connivance or unlawful agreement any advantage against the Portland  
Development Commission, or any person interested in the proposed con-  
tract; and

(5) The price or prices quoted in the attached Bid are fair and proper  
and are not tainted by any collusion, conspiracy, connivance or unlawful  
agreement on the part of the Bidder or any of its agents, representatives,  
owners, employees, or parties in interest, including this affiant.

(Signed) \_\_\_\_\_

(Title) \_\_\_\_\_

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

\_\_\_\_\_  
(Title)  
My commission expires \_\_\_\_\_

IRVING PARK IMPROVEMENT PHASE 3  
IRVINGTON NEIGHBORHOOD DEVELOPMENT  
PROJECT, ORE. A-5-2

DIVISION E  
BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned,

**SAMPLE** as PRINCIPAL, and  
as SURETY,

are held and firmly bound unto the PORTLAND DEVELOPMENT COMMISSION, hereinafter called the "Local Public Agency," in the penal sum

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Bid, dated \_\_\_\_\_, 19\_\_\_\_,

for

NOW, THEREFORE, if the Principal shall not withdraw said Bid within the period specified therein after the opening of the same, or, if no period be specified, within thirty (30) days after the said opening, and shall within the period specified therefor, or, if no period be specified within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the Local Public Agency in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract; or in the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such bond within the time specified, if the said Bid and the amount for which the Local Public Agency may procure the required work or supplies or both, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In presence of:

(Individual Principal)

(SEAL)

(Business Address)

(SEAL)

(Partnership)

(Business Address)



DIVISION E  
BID BOND

SAMPLE

Attest:

\_\_\_\_\_

\_\_\_\_\_  
(Corporate Principal)

\_\_\_\_\_  
(Business Address)

By \_\_\_\_\_

Afix  
Corporate  
Seal

Attest:

\_\_\_\_\_

\_\_\_\_\_  
(Corporate Surety)

Countersigned

By \_\_\_\_\_

Attorney-in-Fact, State of \_\_\_\_\_

By \_\_\_\_\_

Afix  
Corporate  
Seal

SAMPLE

\_\_\_\_\_  
(Power of attorney for person signing for surety company must be attached to bond)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_  
\_\_\_\_\_  
Secretary of the corporation named as Principal  
in the within bond; that \_\_\_\_\_, who signed the  
said bond on behalf of the Principal was then \_\_\_\_\_  
of said corporation; that I know his signature, and his signature thereto is  
genuine, and that said bond was duly signed, sealed, and attested to for and  
in behalf of said corporation by authority of its governing body.

\_\_\_\_\_  
(Corporate)

Title \_\_\_\_\_ ( Seal )

Pages 16, 17, and 18 are omitted.

DIVISION G  
FORM OF AGREEMENT

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_,  
by and between \_\_\_\_\_ (A corporation  
organized and existing under the laws of the State of \_\_\_\_\_)  
(a partnership consisting of \_\_\_\_\_) an individual trading  
as \_\_\_\_\_) hereinafter called the "Contractor"  
and the Portland Development Commission duly designated the Urban Renewal  
Agency of the City of Portland, hereinafter called the "Local Public Agency,"

WITNESSETH, that the Contractor and the PORTLAND DEVELOPMENT  
COMMISSION for the considerations stated herein mutually agree as follows:

ARTICLE 1. Statement of Work. The Contractor shall furnish all  
supervision, technical personnel, labor, materials, machinery, tools, and  
equipment and services, including utility and transportation services, and  
perform and complete all work required for the construction of the improve-  
ments embraced in the Site Preparation; namely, \_\_\_\_\_  
\_\_\_\_\_ and required supplemental work for the  
IRVINGTON NEIGHBORHOOD DEVELOPMENT PROJECT all in strict accor-  
dance with the Contract Documents including all Addenda thereto, numbered  
\_\_\_\_\_, dated \_\_\_\_\_, and \_\_\_\_\_ dated \_\_\_\_\_,  
all as prepared by Mitchell/McArthur/Gardner/O'Kane/Associates in these  
Contract Documents referred to as the "Landscape Architect" under the  
direction of James J. Robertson in these Contract Documents referred to as  
the "Engineer."

ARTICLE 2. The Contract Price. The Portland Development Com-  
mission will pay the Contractor for the performance of the Contract, in  
current funds, subject to additions and deductions as provided in the Section  
109, CHANGES IN THE WORK under GENERAL CONDITIONS, PART I, the  
sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).

ARTICLE 3. Contract. The executed contract documents shall con-  
sist of the following:

- |                            |   |
|----------------------------|---|
| a. This Agreement          | f. General Conditions, Part I, II & III |
| b. Addenda                 | g. Special Conditions                   |
| c. Invitation for Bids     | h. Technical Specifications             |
| d. Instructions to Bidders | i. Drawings (as listed in the Schedule  |
| e. Signed copy of Bid      | of Drawings)                            |



DIVISION G  
FORM OF AGREEMENT

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern, except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in three original copies on the day and year first above written.

Attest:

\_\_\_\_\_  
(Contractor)

By \_\_\_\_\_

\_\_\_\_\_  
Title \_\_\_\_\_

\_\_\_\_\_  
(Street)

\_\_\_\_\_  
(City)

PORTLAND DEVELOPMENT COMMISSION  
(Local Public Agency)

By \_\_\_\_\_

John B. Kenward

\_\_\_\_\_  
Title Executive Director

(Print or type the names underneath all signatures)

Certifications

I, \_\_\_\_\_ certify that I am the \_\_\_\_\_  
of the corporation names as Contractor herein; that \_\_\_\_\_  
who signed this Agreement on behalf of the Contractor, was then \_\_\_\_\_  
\_\_\_\_\_ of said corporation by authority of its govern-  
ing body, and is within the scope of its corporate powers.

\_\_\_\_\_  
(Corporate)

\_\_\_\_\_  
SEAL

DIVISION H  
PERFORMANCE AND PAYMENT BOND

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we, \_\_\_\_\_,  
and \_\_\_\_\_, as Principal,  
a corporation organized and existing under the laws of the State of \_\_\_\_\_,  
and duly authorized to transact a surety business  
in the State of Oregon, as Surety, are held and firmly bound unto the  
PORTLAND DEVELOPMENT COMMISSION, the duly designated Urban  
Renewal Agency of the City of Portland, State of Oregon, and unto all  
subcontractors and all persons who may furnish labor or materials  
unto the said Principal, in the penal sum of \_\_\_\_\_  
Dollars (\$ \_\_\_\_\_), lawful  
money of the United States of America, for the payment whereof well  
and truly to be made, we and each of us, jointly and severally, bind  
ourselves, our and each of our heirs, executors, administrators,  
successors and assigns firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION are such that, whereas  
the above-bounden Principal did on the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_,  
enter into a contract with the PORTLAND DEVELOPMENT COMMISSION  
for \_\_\_\_\_

NOW, THEREFORE, if the said Principal shall faithfully and  
punctually comply with all of the provisions of said Contract, including  
the said plans and specifications, including any addenda thereto, and  
shall save the Portland Development Commission free from all loss or  
damage that may result from failure so to do including the wrongful or  
unauthorized use of any patented article or process; shall remedy with-  
out expense to the Portland Development Commission any defects due  
to faulty materials or workmanship, (including the defects due to the  
faulty materials or workmanship of any subcontractor), for a period of  
one (1) year from date of final acceptance of the work performed under  
said Contract; shall promptly make payment to all persons supplying  
labor or materials for any prosecution of the work provided for in such  
contract, and shall not permit any lien or claim to be filed or prosecuted  
against the Development Commission on account of any labor or material

DIVISION II  
PERFORMANCE AND PAYMENT BOND

furnished; shall pay wages for a day's work of eight hours to all classes of laborers, workmen or mechanics employed under said Contract not less than the rate established or paid in the City of Portland for a day's work in the same trade or occupation; shall promptly pay all contributions or amounts due the State Industrial Accident Fund the the State Unemployment Compensation Trust Fund from said Principal incurred in the performance of said Contract, and shall also pay to the State Tax Commission all sums withheld from employees pursuant to ORS 315.575, 316.711 and 316.714; shall fully comply with all of the provisions of the ordinances of the City of Portland and the laws of the State of Oregon relating to public contracts in so far as the same are applicable to said Contract; and shall promptly as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical, and hospital care or other needed care and attention, incident to sickness or injury, to any person employed by said Principal under said Contract, of all sums which said Principal has agreed, or may agree, to pay for such services and all moneys and sums which said Principal may or shall have deducted from the wages of such employees for such services pursuant to the terms of Chapter 655, Oregon Revised Statutes, and any contract entered into pursuant thereto, or collected or deducted from the wages of such employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service, then this obligation shall be void; otherwise to remain in full force and effect.

The Surety hereby agrees that modifications and changes may be made in the terms and provisions of the aforesaid contract without notice to Surety, and any such modifications or changes increasing the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this Performance Bond in a like amount, such increase, however, not to exceed twenty-five percent (25%) of the original amount of this bond without the consent of the Surety.

This bond shall be effective from the date of said Contract and is intended to comply with the Oregon Revised Statutes and all provisions of the ordinances and charter of the City of Portland and the laws of the State of Oregon governing contracts for the performance of public work, and all applicable provisions thereof are hereby incorporated herein and made a part hereof.



DIVISION H  
PERFORMANCE AND PAYMENT BOND

IN WITNESS WHEREOF, the above-bounded parties have caused  
this instrument to be executed by their duly authorized representatives  
this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)

By \_\_\_\_\_ (Seal) By \_\_\_\_\_ (Seal)  
Surety Contractor

(Surety's Agent execute and attach acknowledgement)

DIVISION I  
GENERAL CONDITIONS, PART I

101. DEFINITIONS

Whenever used in any of the Contract Documents, the following meanings shall be given to the terms herein defined:

a. The term "Contract" means the Contract executed by the Local Public Agency and the Contractor, of which these GENERAL CONDITIONS, PARTS I and II and III form a part.

b. The term "Local Public Agency" means the Portland Development Commission which is authorized to undertake this Contract.

c. The term "Contractor" means the person, firm or corporation entering into the Contract with the Local Public Agency to construct and install the Improvements embraced in this Site Preparation Contract.

d. The term "Project Area" means the site of Urban Renewal Project within which are the specified Contract limits of the Improvements contemplated to be constructed in whole or in part under this Contract.

e. The term "Engineer" means James J. Robertson, Project Engineer, serving the Local Public Agency with architectural or engineering services, his successor or any other person or persons, employed by said Local Public Agency for the purpose of directing or acting directly or indirectly through any Assistant Engineer having general charge of the work or through any assistant having immediate charge of a portion thereof limited by the particular duties entrusted to him.

f. The term "Landscape Architect" means Mitchell/McArthur/Gardner/O'Kane/Associates, serving the Local Public Agency under the direction of the Engineer, with Landscape Architectural and related services.

g. The term "Local Government" means the City of Portland, Oregon, within which the Project Area is situated.

h. The term "Contract Documents" means and shall include the following: Executed Agreement, Addenda (if any), Invitation for Bids, Instructions to Bidders, Signed Copy of Bid, General Conditions, Part I and II and III, Special Conditions, Technical Specifications, and Drawings (as listed in the Schedule of Drawings).

DIVISION I  
GENERAL CONDITIONS, PART I

i. The term "Drawings" means the drawings listed in the Schedule of Drawings.

j. The term "Technical Specifications" means that part of the Contract Documents which describes outlines and stipulates; the quality of the materials to be furnished; the quality of workmanship required; and the methods to be used in carrying out the construction work to be performed under this contract.

k. The term "Addendum" or "Addenda" means any changes, revisions or clarifications of the Contract Documents which have been duly issued by the Local Public Agency to prospective Bidders prior to the time of receiving Bids.

l. The term "Approved" means approved by the Engineer.

m. The term "For Approval" means for Engineer's approval.

n. The term "Selected" means selected by the Engineer.

o. The term "As Directed" means as directed by the Engineer.

p. The term "Provide" means furnish and install.

q. When the words "Or Approved" are used the Engineer is sole judge of quality and suitability of proposed substitution.

r. The term "N. I. C. " means "Not in Contract", and implies that item or material in question will be furnished and installed by the Local Public Agency. Contractor shall verify all requirements affecting his work.

s. The term "B. O. " means "By Owner" and implies that item or material in question will be furnished by the Local Public Agency, and installed by the Contractor. Contractor shall verify all requirements affecting his work.

t. Additional definitions may be included in various Sections of the Technical Specifications.



## 102. SUPERINTENDENCE BY CONTRACTOR

c. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.

a. The Contractor shall not execute an agreement with any sub-contractor or permit any sub-contractor to perform any work included in this contract until he has submitted a non-collusive affidavit from the sub-contractor in substantially the form shown below and has received written approval of such sub-contractor from the Local Public Agency.

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

(1) He is (owner, partner, officer, representative or agent) of  
hereinafter referred to as the  
"Subcontractor";

DIVISION I  
GENERAL CONDITIONS, PART I

(2) He is fully informed respecting the preparation and contents of the subcontractor's Proposal submitted by the subcontractor to \_\_\_\_\_, the Contractor for certain work in connection with the Contract pertaining to the Project in \_\_\_\_\_ (City or County and State);

(3) Such subcontractor's Proposal is genuine and is not a collusive or sham proposal;

(4) Neither the subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a colusive or sham Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other Bidder, firm or person to fix the price or prices in said subcontractor's Proposal, or to fix any overhead, profit or cost element of the price or prices in said subcontractor's Proposal or to secure through collusion, conspriacy, connivance or unlawful agreement any advantage against the Local Public Agency or any person interested in the proposed Contract; and

(5) The price or prices quotes in the subcontractor's Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) \_\_\_\_\_

\_\_\_\_\_  
Title

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Title

My Commission expires \_\_\_\_\_, 19\_\_\_\_.

DIVISION I  
GENERAL CONDITIONS, PART I

b. No proposed subcontractor shall be disapproved by the Local Public Agency except for cause.

c. The Contractor shall be as fully responsible to the Local Public Agency for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

d. The Contractor shall cause appropriate provision to be inserted in all subcontracts relative to the work to require compliance by each subcontractor with the applicable provisions of the Contract for the Improvements embraced in this Contract.

e. Nothing contained in the Contract shall create any contractual relation between any subcontractor and the Local Public Agency.

104. OTHER CONTRACTS

The Local Public Agency may award, or may have awarded other contracts for additional work, and the Contractor shall cooperate fully with such other Contractors, by scheduling his own work with that to be performed under other contracts as may be directed by the Local Public Agency. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor as scheduled.

105. FITTING AND COORDINATION OF THE WORK

The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, subcontractors, or materialmen engaged upon this Contract. He shall be prepared to guarantee to each of his subcontractors the locations and measurements which they may require for the fitting of their work to all surrounding work.

106. MUTUAL RESPONSIBILITY OF CONTRACTORS

If, through acts or neglect on the part of the Contractor, any other Contractor or any subcontractor shall suffer loss or damage on the work, the Contractor shall settle with such other Contractor or subcontractor by agreement or arbitration, if such other Contractor



DIVISION I  
GENERAL CONDITIONS, PART I

or subcontractor will so settle. If such other Contractor or subcontractor shall assert any claim against the Local Public Agency on account of any damage alleged to have been so sustained, the Local Public Agency will notify this Contractor, who shall defend at his own expense any suit based upon such claim, and, if any judgement or claims against the Local Public Agency shall be allowed, the Contractor shall pay or satisfy such judgement or claim and pay all costs and expenses in connection therewith.

107. PROGRESS SCHEDULES AND COST BREAKDOWN

a. Progress schedules

Contractor shall submit for approval immediately after Execution of Agreement, a carefully prepared Progress Schedule, showing the proposed dates of starting and completing each of the various sections of the work, the anticipated monthly payments to become due the contractor, and the accumulated percent of progress each month.

b. Cost Breakdown

The Contractor shall submit to the Local Public Agency a breakdown of his estimated cost of all Work, so arranged and itemized as to meet the approval of the Local Public Agency. This breakdown shall be submitted promptly after execution of the Agreement and before any payment is made to the Contractor for the work performed under the Contract. After approval by the Local Public Agency the prices established in the breakdown shall be used in estimating the amount of partial payments to be made to the Contractor.

DIVISION I  
GENERAL CONDITIONS, PART I

108. PAYMENTS TO CONTRACTOR

1. Partial Payments

a. The Contractor shall prepare his requisition for partial payment as of the last day of the month and submit it, with the required number of copies, to the Engineer for his approval. The amount of the payment due the Contractor shall be determined by adding to the total value of work completed to date, the value of materials properly stored on the site and deducting (1) five percent (5%) of the total amount of payment due the Contractor, to be retained until final payment, and (2) the amount of all previous payments. The total value of work completed to date on each item and the unit prices established in the COST BREAK-DOWN and adjusted in accordance with the value of work completed to date on approved change orders. The value of materials properly stored on the site shall be based upon the estimated quantities of such materials and the invoice prices. Copies of all invoices shall be available for inspection of the Engineer.

b. Monthly or partial payments made by the Local Public Agency to the Contractor are monies advanced for the purpose of assisting the Contractor to expedite the work on construction. The Contractor shall be responsible for the care and protection of all materials and work upon which payments have been made until final acceptance of such work and materials by the Local Public Agency. Such payments shall not constitute a waiver of the right of the Local Public Agency to require the fulfillment of all terms of the Contract and the delivery of all improvements embraced in this Contract complete and satisfactory to the Local Public Agency, in all details.

2. Final Payment

a. After final inspection and acceptance by the Local Public Agency of all work under the Contract, the Contractor shall prepare his requisition for final payment which shall be the lump sum amount shown in the Agreement or this sum as adjusted by approved change orders. The total amount of the final payment due the Contractor under this Contract shall be the amount computed as described above less all previous payments. Final payment to the Contractor shall be made subject to his furnishing the

DIVISION I  
GENERAL CONDITIONS, PART I

Local Public Agency with a release in satisfactory form of all claims against the Local Public Agency arising under and by virtue of his Contract, other than such claims, if any, as may be specifically excepted by the Contractor from the operation of the release as provided under Section 113 DISPUTES under GENERAL CONDITIONS, PART I.

b. The Local Public Agency, before paying the final estimate, may require the Contractor to furnish releases or receipts from all subcontractors having performed any work and all persons having supplied materials, equipment (installed on the Project) and services to the Contractor, if the Local Public Agency deems the same necessary in order to protect its interest. The Local Public Agency, however, may if it deems such action advisable make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts and any payments so made shall in nowise impair the obligations of any surety or sureties furnished under this Contract.

c. Withholding of any amount due the Local Public Agency under Section 403 entitled "Liquidated Damages" under SPECIAL CONDITIONS, shall be deducted from the final payment due the Contractor.

3. Withholding Payments

The Local Public Agency may withhold from any payment otherwise due the Contractor so much as may be necessary to protect the Local Public Agency and if it so elects may also withhold any amounts due from the Contractor to any subcontractors or material dealers, for work performed or material furnished by them. The foregoing provisions shall be construed solely for the benefit of the Local Public Agency and will not require the Local Public Agency to determine or adjust any claims or disputes between the Contractor and his subcontractors or material dealers, or to withhold any monies for their protection unless the Local Public Agency elects to do so. The failure or refusal of the Local Public Agency to withhold any monies from the Contractor shall in nowise impair the obligations of any surety or sureties under any bond or bonds furnished under this contract.

4. Payments Subject to Submission of Certificates

Each payment to the Contractor by the Local Public Agency



DIVISION I  
GENERAL CONDITIONS, PART I

shall be made subject to submission by the Contractor of all written certifications required of him and his subcontractors by the Section 209 entitled CONTRACTOR'S CERTIFICATES under GENERAL CONDITIONS, PART II.

109. CHANGES IN THE WORK

a. The Local Public Agency may make changes in the scope of the work required to be performed by the Contractor under the Contract or making additions thereto, or by omitting work therefrom, without invalidating the Contract, and without relieving or releasing the Contractor from any of his obligations under the Contract or any guarantee given by him pursuant to the Contract provisions, and without affecting the validity of the guaranty bonds, and without relieving or releasing the surety or sureties of said bonds. All such work shall be executed under the terms of the original Contract unless it is expressly provided otherwise.

b. Except for the purpose of affording protection against any emergency endangering health, life, limb, or property, the Contractor shall make no change in the materials used or in the specified manner of constructing and/or installing the Improvements or supply additional labor, services or materials beyond that actually required for the execution of the Contract, unless in pursuance of a written order from the Local Public Agency authorizing the Contractor to proceed with the change. No claim for an adjustment of the Contract Price, will be valid unless so ordered.

c. If applicable unit prices are contained in the Agreement (established as the result of either a unit price bid or a Supplemental Schedule of Unit Prices) the Local Public Agency may order the Contractor to proceed with desired changes in the work, the value of such changes to be determined by the measured quantities involved and the applicable unit prices specified in the Contract; provided that in case of a unit price contract the net value of all changes does not increase or decrease the original total amount shown in the Agreement by more than twenty-five percent (25%) in accordance with the section entitled UNIT PRICES under INSTRUCTIONS TO BIDDERS.

DIVISION I  
GENERAL CONDITIONS, PART I

d. If applicable unit prices are not contained in the Agreement or if the total net change increases or decreases the total Contract Price more than twenty-five percent (25%) the Local Public Agency shall, before ordering the Contractor to proceed with desired changes, request an itemized proposal from him covering the work involved in the change after which the procedure shall be as follows:

- (1) If the proposal is acceptable the Local Public Agency will prepare the change order in accordance therewith for acceptance by the Contractor and
- (2) If the proposal is not acceptable and prompt agreement between the two parties cannot be reached, the Local Public Agency may order the Contractor to proceed with the work on a cost-plus-limited basis. A cost-plus-limited basis is defined as the net cost of the Contractor's labor, materials and insurance plus fifteen percent (15%) of said net cost to cover overhead and profit, the total cost not to exceed a specified limit.

All itemized proposals submitted by the Contractor shall include a breakdown of labor, material cost, equipment rental, and overhead and profit.

e. Each change order shall include in its final form:

- (1) A detailed description of the change in the work.
- (2) The Contractor's proposal (if any) or a conformed copy thereof.
- (3) A definite statement as to the resulting change in the contract price and/or time.
- (4) The statement that all work involved in the change shall be performed in accordance with contract requirements except as modified by the change order.

110. CLAIMS FOR EXTRA COST

a. If the Contractor claims that any instructions by Drawings or

DIVISION I  
GENERAL CONDITIONS, PART I

otherwise involve extra cost or extension of time, he shall, within ten days after the receipt of such instructions, and in any event before proceeding to execute the work, submit his protest thereto in writing to the Local Public Agency, stating clearly and in detail the basis of his objections. No such claim will be considered unless so made.

b. Claims for additional compensation for extra work, due to alleged errors in ground elevations, contour lines, or bench marks, will not be recognized unless accompanied by certified survey data, made prior to the time the original ground was disturbed, clearly showing that errors exist which resulted, or would result, in handling more material, or performing more work, than would be reasonable estimated from the Drawings and maps issued.

c. Any discrepancies which may be discovered between actual conditions and those represented by the Drawings and maps shall at once be reported to the Local Public Agency and work shall not proceed except at the Contractor's risk, until written instructions have been received by him from the Local Public Agency.

d. If, on the basis of the available evidence, the Local Public Agency determines that an adjustment of the Contract Price and/or Time is justifiable, the procedure shall be as provided in Section 109 CHANGES IN THE WORK under GENERAL CONDITIONS, PART I.

111. TERMINATION: DELAYS: AND LIQUIDATED DAMAGES

a. Termination of Contract. If the Contractor refuses or fails to prosecute the work with such diligence as will insure its completion within the time specified in these Contract Documents, or as modified as provided in these Contract Documents, the Local Public Agency, by written notice to the Contractor, may terminate the Contractor's right to proceed with the work. Upon such termination, the Local Public Agency may take over the work and prosecute the same to completion, by contract or otherwise, and the Contractor and his sureties shall be liable to the Local Public Agency for any additional cost incurred by the Local Public Agency in its completion of the work and they shall also be liable to the Local Public Agency for liquidated damages for any delay in the completion of the work as provided below. If the Contractor's right to proceed is so terminated, the Local Public Agency may take possession of and utilize in completing the work such materials, tools, equipment, and plant as may be on the site of the work and necessary therefore.



DIVISION I  
GENERAL CONDITIONS, PART I

b. Liquidated Damages for Delays. If the work be not completed within the time stipulated in Section 402 TIME FOR COMPLETION under SPECIAL CONDITIONS, including any extensions of time for excusable delays as herein provided, the Contractor shall pay to the Local Public Agency as fixed, agreed, and liquidated damages (it being impossible to determine the actual damages occasioned by the delay) for each calendar day of delay, until the work is completed, the amount as set forth in Section 403 LIQUIDATED DAMAGES under SPECIAL CONDITIONS and the Contractor and his sureties shall be liable to the Local Public Agency for the amount thereof.

c. Excusable Delays. The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due:

- (1) To any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, National Defense, or any other national emergency;
- (2) To any acts of the Local Public Agency.
- (3) To causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or the public enemy, acts of another Contractor in the performance of some other contract with the Local Public Agency, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions; and
- (4) To any delay of any subcontractor occasioned by any of the causes specified in subparagraphs (1), (2) and (3) of this paragraph "c".

Provided, however, that the Contractor promptly notify the Local Public Agency within ten (10) days in writing of the cause of the delay. Upon receipt of such notification the Local Public Agency shall ascertain the facts and the cause and extent of delay. If upon the basis of the facts and the terms of this contract, the delay is properly excusable, the Local Public Agency shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

DIVISION I  
GENERAL CONDITIONS, PART I

112. ASSIGNMENT OR NOVATION

The Contractor shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities or responsibilities under this Contract without the written consent of the Local Public Agency; provided, however, that assignments to banks, trust companies, or other financial institutions may be made without the consent of the Local Public Agency. No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered, and materials, tools, and equipment supplied for the performance of the work under this Contract in favor of all persons, firms, or corporations rendering such labor or services or supplying such materials, tools, or equipment.

113. DISPUTES

a. All disputes arising under this Contract or its interpretation except those disputes covered by FEDERAL LABOR STANDARDS PROVISIONS under GENERAL CONDITIONS, PART II, whether involving law or fact or both, or extra work, and all claims for alleged breach of contract shall within ten (10) days of commencement of the dispute be presented by the Contractor to the Local Public Agency for decision. All papers pertaining to claims shall be filed in quadruplicate. Such notice need not detail the amount of the claim but shall state the facts surrounding the claim in sufficient detail to identify the claim, together with its character and scope. In the meantime the Contractor shall proceed with the work as directed. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten days of its commencement, the claim will be considered only for a period commencing ten (10) days prior to the receipt by the Local Public Agency of notice thereof.

b. The Contractor shall submit in detail his claim and his proof thereof. Each decision by the governing body of the Local Public Agency will be in writing and will be mailed to the Contractor by registered or certified mail, return receipt requested, directed to his last known address.

DIVISION I  
GENERAL CONDITION, PART I

c. If the Contractor does not agree with any decision of the Local Public Agency, he shall in no case allow the dispute to delay the work but shall notify the Local Public Agency promptly that he is proceeding with the work under protest and he may then except the matter in question from the final release.

114. TECHNICAL SPECIFICATIONS AND DRAWINGS

Anything mentioned in the Technical Specifications and not shown on the Drawings, or anything shown on the Drawings and not mentioned in the Technical Specifications, shall be of like effect as if shown on or mentioned in both. In case of difference between Drawings and Technical Specifications, the Technical Specifications shall govern. In case of difference between Drawings and Schedules, the Schedules shall govern. In case of difference between large scale details and small scale drawings, the large scale details govern. In case of any discrepancy in Drawings, or Technical Specifications, the matter shall immediately be submitted to the Local Public Agency, without whose decision, said discrepancy shall not be adjusted by the Contractor, save only at his own risk and expense.

115. SHOP DRAWINGS

a. All required shop drawings, machinery details, layout drawings, etc. shall be submitted to the Engineer in six copies for approval sufficiently in advance of requirements to afford ample time for checking, including time for correcting, resubmitting and rechecking if necessary. The Contractor may proceed, only at his own risk, with manufacture or installation of any equipment or work covered by said shop drawings, etc. until they are approved and no claim, by the Contractor, for extension of the contract time will be granted by reason of his failure in this respect.

b. Any drawings submitted without the Contractor's stamp of approval will not be considered and will be returned to him for proper resubmission. If any drawings show variations from the requirements of the Contract because of standard shop practice or other reason, the Contractor shall make specific mention of such variation in his letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment of contract price and/or time otherwise the Contractor will not be relieved of the responsibility for executing the work in accordance with the Contract even though the drawings have been approved.



DIVISION I  
GENERAL CONDITIONS, PART I

c. If a shop drawing is in accord with the contract or involves only a minor adjustment in the interest of the Local Public Agency not involving a change in contract price or time, the Engineer may approve the drawing. The approval shall be general, shall not relieve the Contractor, from his responsibility for adherence to the contract or for any error in the drawing and shall contain in substance the following:

"The modification shown on the attached drawing is approved in the interest of the Local Public Agency to effect an improvement for the Project and is ordered with the understanding that it does not involve any change in the Contract Price or time; that it is subject generally to all Contract stipulation and covenants; and that it is without prejudice to any and all rights of the Local Public Agency under the Contract and surety bond or bonds."

116. REQUESTS FOR SUPPLEMENTARY INFORMATION

It shall be the responsibility of the Contractor to make timely requests of the Local Public Agency for any additional information not already in his possession which should be furnished by the Local Public Agency under the terms of this Contract, and which he will require in the planning and execution of the work. Such requests may be submitted from time to time as the need is approached, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing, and list the various items and the latest date by which each will be required by the Contractor. The first list shall be submitted within two weeks after the Contract award and shall be as complete as possible at that time. The Contractor shall, if requested, furnish promptly any assistance and information the Engineer may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for any delay in his work or to others arising from his failure to comply fully with the provisions of this Section.

117. MATERIALS AND WORKMANSHIP

a. Unless otherwise specifically provided for in the Technical Specifications, all workmanship, equipment, materials and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles or workmanship are referred to in the Technical Specifications as "meeting requirements" of any particular standard the Engineer shall decide the question of conformance.

DIVISION I  
GENERAL CONDITIONS, PART I

b. The Contractor shall furnish to the Local Public Agency for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which he contemplates installing together with full information as to type, performance characteristics, and all other pertinent information as required, and shall likewise submit for approval as required full information concerning all other materials or articles which he proposes to incorporate in the work. (See Section 118 SAMPLES, CERTIFICATES AND TESTS under GENERAL CONDITIONS, PART I.)

c. Machinery, mechanical and other equipment, materials or articles installed or used without such prior approval shall be at the risk of subsequent rejection.

d. Materials specified by reference to the number or symbol of a specific standard, such as an A.S.T.M. Standard, a Feder Specification or other similar standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Invitation for Bids, except as limited to type, class or grade, or modified in such reference. The standards referred to, except as modified in the Technical Specifications shall have full force and effect as though printed therein.

e. The Local Public Agency may require the Contractor to dismiss from the work such employee or employees as the Local Public Agency or the Engineer may deem incompetent, or careless, or insubordinate.

118. SAMPLES, CERTIFICATES AND TESTS

a. The Contractor shall submit all material or equipment samples, certificates, affidavits, etc., as called for in the contract documents or required by the Engineer, promptly after award of the contract and acceptance of the Contractor's bond. No such material or equipment shall be manufactured or delivered to the site, except at the Contractor's own risk, until the required samples or certificates have been approved in writing by the Engineer. Any delay in the work caused by late or improper submission of samples or certificates for approval shall not be considered just cause for an extension of contract time.

DIVISION I  
GENERAL CONDITIONS, PART I

Each sample submitted by the Contractor shall carry a label giving the name of the Contractor, the project for which it is intended, and the name of the producer. The accompanying certificate or letter from the Contractor shall state that the sample complies with contract requirements, shall give the name and brand of the product, its place of origin, the name and address of the producer and all specifications or other detailed information which will assist the Engineer in passing upon the acceptability of the sample promptly. It shall also include the statement that all materials or equipment furnished for use in the project will comply with the samples and/or certified statements.

b. Approval of any materials shall be general only and shall not constitute a waiver of the Local Public Agency's right to demand full compliance with Contract requirements. After actual deliveries, the Engineer will have such check tests made as he deems necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials and articles have been given general approval. If materials, equipment or accessories which fail to meet check tests have been incorporated in the work, the Engineer will have the right to cause their removal and replacement by proper materials or to demand and secure such reparation by the Contractor as is equitable.

c. Except as otherwise specifically stated in the Contract, the costs of sampling and testing will be divided as follows:

- (1) The Contractor shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes, except those samples taken on the project by the Engineer;
- (2) The Contractor shall assume all costs of re-testing materials which fail to meet contract requirements;
- (3) The Contractor shall assume all costs of testing materials offered in substitution for those found deficient; and
- (4) The Local Public Agency will pay all other expenses except as otherwise indicated.



DIVISION I  
GENERAL CONDITIONS, PART I

119. PERMITS AND CODES

a. The Contractor shall give all notices required by and comply with all applicable laws, ordinances, and codes of the Local Government. All construction work and/or utility installations shall comply with all applicable ordinances, and codes including all written waivers. Before installing any work, the Contractor shall examine the Drawings and Technical Specifications for compliance with applicable ordinances and codes and shall immediately report any discrepancy to the Local Public Agency. Where the requirements of the Drawings and Technical Specifications fail to comply with such applicable ordinances or codes, the Local Public Agency will adjust the Contract by Change Order to conform to such ordinances or codes (unless waivers in writing covering the difference have been granted by the governing body or department) and make appropriate adjustment in the Contract Price or stipulated unit prices.

Should the Contractor fail to observe the foregoing provisions and proceed with the construction and/or install any utility at variance with any applicable ordinance or code, including any written waivers (notwithstanding the fact that such installation is in compliance with the Drawings and Technical Specifications), the Contractor shall remove such work without cost to the Local Public Agency, but a Change Order will be issued to cover only the excess cost the Contractor would have been entitled to receive if the change had been made before the Contractor commenced work on the items involved.

b. The Contractor shall secure from the appropriate department of the Local Government and sign all permits for street pavement, sidewalks, sheds, removal of abandoned water taps, sealing of house connection drains, pavements cuts, buildings, electrical, plumbing, water, gas and sewer permits required by the local regulatory body or any of its agencies. Refer to Section 423 PERMITS, Special Conditions.

c. The Contractor shall comply with applicable local laws and ordinances governing the disposal of surplus excavation, materials, debris and rubbish on or off the Project Area and commit no trespass on any public or private property in any operation due to or connected with the Improvements embraced in this Contract.

DIVISION I  
GENERAL CONDITIONS, PART I

120. CARE OF WORK

a. The Contractor shall be responsible for all damages to person or property that occur as a result of his fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the Local Public Agency.

b. The Contractor shall provide sufficient competent watchmen, both day and night, including Saturdays, Sundays, and holidays, from the time the work is commenced until final completion and acceptance.

c. In an emergency affecting the safety of life, limb, or property, including adjoining property, the Contractor, without special instructions or authorization to prevent such threatened loss or injury, and he shall so act. He shall likewise act if instructed to do so by the Local Public Agency. Any compensation claimed by the Contractor on account of such emergency work will be determined by the Local Public Agency as provided in the Section 109 CHANGES IN THE WORK under GENERAL CONDITIONS, PART I.

d. The Contractor shall avoid damage as a result of his operations to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, etc., and he shall at his own expense completely repair any damage thereto caused by his operations.

e. The Contractor shall shore up, brace, underpin, secure, and protect as may be necessary, all foundations and other part of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with the construction of the Improvements embraced in this Contract. The Contractor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property owner or other party before the commencement of any work. The Contractor shall indemnify and save harmless the Local Public Agency from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the Local Public Agency may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

DIVISION I  
GENERAL CONDITIONS, PART I

121. ACCIDENT PREVENTION

a. The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building and construction codes shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the Local Public Agency may determine to be reasonably necessary. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, Inc., to the extent that such provisions are not in conflict with applicable local laws.

b. The Contractor shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the Local Public Agency with reports concerning these matters.

c. The Contractor shall indemnify and save harmless the Local Public Agency from any claims for damages resulting from personal injury and/or death suffered or alleged to have been suffered by any person as a result of any work conducted under this contract.

122. SANITARY FACILITIES

The Contractor shall furnish, install, and maintain ample sanitary facilities for the workmen. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required by the sanitary codes of the State and Local Government. Drinking water shall be provided from an approved source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health regulations.

Contractor may use existing toilet facilities at Park in lieu of providing separate facilities provided the existing facilities are maintained in a clean and sanitary condition.



DIVISION I  
GENERAL CONDITIONS, PART I

123. USE OF PREMISES

a. The Contractor shall confine his equipment, storage of materials, and construction operations to the Contract Limits as shown on the Drawings and as prescribed by ordinances or permits, or as may be desired by the Local Public Agency, and shall not unreasonably encumber the site or public rights of way with his materials and construction equipment.

b. The Contractor shall comply with all reasonable instructions of the Local Public Agency and the ordinances and codes of the Local Government, regarding signs, advertising, traffic, fires, explosives, danger signals, and barricades.

124. REMOVAL OF DEBRIS, CLEANING, ETC.

The Contractor shall, periodically or as directed during the progress of the work, remove and legally dispose of all surplus excavated material and debris, and keep the Project Area and public rights of way reasonably clear. Upon completion of the work, he shall remove all temporary construction facilities, debris and unused materials provided for the work, and put the whole site of the work and public rights of way in a neat and clean conditions. Trash burning shall not be permitted. All areas beyond project limits shall be cleaned daily.

125. INSPECTION

a. All materials and workmanship shall be subject to inspection, examination, or test by the Local Public Agency and the Engineer at any and all times during manufacture or construction and at any and all places where such manufacture or construction is carried on. The Local Public Agency shall have the right to reject defective material and workmanship or require its correction. Unacceptable workmanship shall be satisfactorily corrected. Rejected material shall be promptly segregated and removed from the Project Area and replaced with material of specified quality without charge therefor. If the Contractor fails to proceed at once with the correction of rejected workmanship or defective material, the Local Public Agency may by contract or otherwise have the defects remedied or rejected materials removed from the Project Area and charge the cost of the same against any moneys which may be due the Contractor, without prejudice to any other rights or remedies of the Local Public Agency.

DIVISION I  
GENERAL CONDITIONS, PART I

b. The Contractor shall furnish promptly all materials reasonably necessary for any tests which may be required. (See Section 118 SAMPLES, CERTIFICATES AND TESTS under the GENERAL CONDITIONS, PART I.). All tests by the Local Public Agency will be performed in such manner as not to delay the work unnecessarily and will be made in accordance with the provisions of the Technical Specifications.

c. The Contractor shall notify the Local Public Agency in advance of backfilling or concealing any facilities to permit proper inspection. If any facilities are concealed without approval or consent of the Local Public Agency, the Contractor shall uncover for inspection and recover such facilities all at his own expense, when so requested by the Local Public Agency.

Should it be considered necessary or advisable by the Local Public Agency at any time before final acceptance of the entire work to make an examination of work already completed, by uncovering the same, the Contractor shall on request promptly furnish all necessary facilities, labor, and material. If such work is found to be defective in any important or essential respect, due to fault of the Contractor or his subcontractors the Contractor shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the actual cost of labor and material necessarily involved in the examination and replacement, plus 15 percent of such costs to cover superintendence, general expenses and profit, shall be allowed the Contractor and he shall, in addition to completion of the work of the entire Contract which has been delayed thereby be granted a suitable extension of time on account of the additional work involved.

d. Inspection of materials and appurtenances to be incorporated in the Improvements embraced in this Contract may be made at the place of production, manufacture or shipment, whenever the quantity justifies it, and such inspection and acceptance, unless otherwise stated in the Technical Specifications, shall be final, except as regards (1) latent defects, (2) departures from specific requirements of the Contract, (3) damage or loss in transit, or (4) fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the inspection of materials as a whole or in part will be made at the Project Site.

DIVISION I  
GENERAL CONDITIONS, PART I

e. Neither inspection, testing, approval nor acceptance of the work in whole or in part, by the Local Public Agency or its agents shall relieve the Contractor or his sureties of full responsibility for materials furnished or work performed not in strict accordance with the Contract.

126. REVIEW BY LOCAL PUBLIC AGENCY

The Local Public Agency, its authorized representatives and agents and the Representative for the Secretary (as defined under GENERAL CONDITIONS, PART II) shall, at all times have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, material invoices, and other relevant data and records pertaining to this Contract, provided, however, that all instructions and approval with respect to the work will be given to the Contractor only by the Local Public Agency through its authorized representatives or agents.

127. FINAL INSPECTION

a. When the Improvements embraced in this Contract are substantially completed, the Contractor shall notify the Local Public Agency in writing that the work will be ready for final inspection on a definite date which shall be stated in the notice. The notice will be given at least ten (10) days prior to the date stated for final inspection, and bear the signed concurrence of the representative of the Local Public Agency having charge of inspection. If the Local Public Agency determines that the status of the Improvements is as represented, it will make the arrangements necessary to have final inspection commenced on the date stated in the notice, or as soon thereafter as is practicable. The inspection party will also include the representatives of the Department of Housing and Urban Development and representatives of each department of the Local Government having in charge improvements of like character when such Improvements are later to be accepted by the Local Government.

128. DEDUCTION FOR UNCORRECTED WORK

If the Local Public Agency deems it not expedient to require the Contractor to correct work not done in accordance with the Contract Documents, an equitable deduction from the Contract Price will be made by agreement between the Contractor and the Local Public Agency and subject to settlement, in case of dispute, as herein provided.



DIVISION I  
GENERAL CONDITIONS, PART I

129. INSURANCE

a. Before commencing work, the Contractor shall submit copies of his Workmen's Compensation and Manufacturers' and Contractors' Public Liability Insurance Policies to the Local Public Agency for review and approval. He shall similarly submit his subcontractors' policies of similar insurance before each commences work. The policies submitted shall be scheduled on approved form to be supplied by the Local Public Agency. The Local Public Agency will, in writing, identify the policies and indicate its approval or disapproval. New policies from other companies shall be provided in place of those disapproved. Such insurance shall be carried with financially responsible insurance companies, licensed in the State of Oregon and approved by the Local Public Agency and shall be kept in force until the Contractor's work is accepted by the Local Public Agency. Contracts of insurance (covering all operations under this Contract) which expire before the Contractor's work is accepted by the Local Public Agency shall be renewed and submitted to the Local Public Agency for its approval.

b. The Contractor shall carry or require that there be carried Workmen's Compensation Insurance for all his employees and those of his subcontractors engaged in work at the site, in accordance with State or Territorial Workmen's Compensation Laws.

c. The Contractor shall carry or require that there be carried Manufacturers' and Contractors' Public Liability Insurance with limits of \$200,000/\$500,000 to protect the Contractor and his subcontractors against claims for injury to or death of one, or more than one person, because of accidents which may occur or result from operations under the Contract; such insurance shall cover the use of all equipment, including but not limited to excavating machinery, trenching machines, cranes, hoists, rollers, concrete mixers, motor vehicles, etc., in the construction of the Improvements embraced in this Contract. Such insurance shall, without prejudice to coverage otherwise existing therein, name as additional insureds the Portland Development Commission (the Local Public Agency), its officers, agents and employees, and shall further provide that this policy shall not be cancelled prior to the completion of this Contract without ten (10) days notice to the Auditor of the Local Public Agency.

d. The Contractor shall carry, during the life of the Contract, Property Damage Insurance in the penal sum of \$300,000 to protect the

DIVISION I  
GENERAL CONDITIONS, PART I

Contractor, the subcontractors and the Local Public Agency from all claims for property damage which might arise from operations under this Contract. Such insurance shall, without prejudice to coverage otherwise existing therein, name as additional insureds the Portland Development Commission (The Local Public Agency), its officers, agents and employees, and shall further provide that this policy shall not be cancelled prior to the completion of this contract without ten (10) days notice to the Auditor of the Local Public Agency.

130. PATENTS

The Contractor shall hold and save the Local Public Agency, its officers, agents, and employees, harmless from liability of any nature or kind, including costs and expenses, for or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the Local Public Agency, unless otherwise specifically stipulated in the Technical Specifications.

131. WARRANTY OF TITLE

No material, supplies, or equipment to be installed or furnished under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale, lease-purchase or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. The Contractor shall warrant good title to all materials, supplies, and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed or placed thereon by him to the Local Public Agency free from any claims, liens, or charges. Neither the Contractor nor any person, firm or corporation furnishing any material or labor for any work covered by this Contract shall have any right to a lien upon any improvement or appurtenance thereon. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any bond given by the Contractor for their protection or any rights under any law permitting such persons to look to funds due the Contractor in the hands of the Local Public Agency. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

DIVISION I  
GENERAL CONDITIONS, PART I

132. GENERAL GUARANTY

Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of the Improvements embraced in this Contract by the Local Public Agency or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of 12 months from date of final acceptance of the work, except as modified hereunder. The Local Public Agency will give notice of defective materials and work with reasonable promptness.

Additional provisions and extensions of guaranty period are included in various Sections of the TECHNICAL SPECIFICATIONS and/or the SPECIAL CONDITIONS.

133. RESPONSIBILITY OF CONTRACTOR

Except as otherwise specifically stated in the Contract Documents and Technical Specifications, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, heat, power, transportation, superintendence, temporary construction of every nature, charges, levies, fees or other expenses incurred and all other services and facilities of every nature whatsoever necessary for his performance of the Contract and to deliver all Improvements embraced in this Contract complete in every respect within the specified time.

134. COMMUNICATIONS

a. All notices, demands, requests, instructions, approvals, proposals and claims must be in writing.

b. Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor stated on the signature page of the Agreement (or at such other office as the Contractor may from time to time designate in writing to the Local Public Agency), or if deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission, in each case addressed to such office.



DIVISION I

GENERAL CONDITIONS, PART I

c. All papers required to be delivered to the Local Public Agency shall, unless otherwise specified in writing to the Contractor, be delivered to the Portland Development Commission at 1700 S. W. Fourth Avenue, Portland, Oregon 97201, and any notice to or demand upon the Local Public Agency shall be sufficiently given if so delivered, or if deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission to said Local Public Agency at such address, or to such other representatives of the Local Public Agency or to such other address as the Local Public Agency may subsequently specify in writing to the Contractor for such purpose.

d. Any such notice shall be deemed given as of the time of actual delivery or (in case of mailing) when the same should have been received in due course of post, or in the case of telegrams, at the time of actual receipt, as the case may be.

e. All Change Orders will be countersigned by the Engineer and the Executive Director of the Portland Development Commission.

135. INTERPRETATION OF SPECIFICATIONS

It shall be the duty of the Engineer to interpret the Drawings and Specifications, and decide the true meaning thereof. Such interpretation shall be in writing if asked for by either party hereto. The decision of the Engineer relating to the Drawings and Specification, the acceptability of material or equipment, the proper execution of the work, the measurement of quantities, or the quantity, character and classification of material shall be final and binding upon both parties to the Contract. The Engineer may amend or correct any errors or omissions in the Drawings and Specifications when such amendments or corrections are necessary to make definite the intent indicated by a reasonable interpretation of the Contract requirements.

136. CONTROL OF PROJECT

a. The work shall be done under the direction and to the satisfaction of the Engineer. The Contractor shall do all the work and furnish all labor, materials, equipment, tools, and machines necessary for the performance and completion of the project in accordance with the specifications within the specified time.

DIVISION I

GENERAL CONDITIONS, PART I

b. The Engineer shall at all times have access to the work wherever it is in preparation or progress and the Contractor shall provide proper facilities for such access and for inspection. The Contractor shall make application to the Engineer for inspection at least forty-eight (48) hours in advance of starting any work. Inspectors shall be recognized as authorized agents of the Engineer, and their duties shall be to pass upon materials used and work performed. Instructions given by the inspector shall be respected and executed by the Contractor, but no inspector shall have any power to waive the terms of the Contract or the obligations of the Contractor thereunder to furnish good materials or do the work in a thorough and workmanlike manner.

c. If Saturday, Sunday, holiday or overtime work is to be performed, the Engineer or his Inspector shall be notified twenty-four (24) hours in advance.

End of General Conditions, Part I

GENERAL CONDITIONS

PART II

(Federal Labor Standards Provisions)

201. THE PROJECT TO WHICH THE WORK COVERED BY THIS CONTRACT PERTAINS

The Project to which the work covered by this Contract pertains is being assisted under Title I of the Housing Act of 1949, as amended, by the United States of America. The following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

202. DEFINED TERMS

Except where the context clearly indicates otherwise, the following terms as used in these Federal Labor Standards Provisions, shall have the meanings ascribed to them in this Section. The term "Secretary" means the Secretary of Housing and Urban Development, or other person who may be at the time acting in the capacity or authorized to perform the functions of such Secretary, or the authorized representative thereof, or any other person designated by such Secretary to perform his functions. The term "subcontractor" means any subcontractor whose subcontract covers any of the work covered by this Contract. The term "subcontract" means any subcontract which calls for the performance of any of the work covered by this Contract.

203. MINIMUM SALARY RATES FOR ARCHITECTS, TECHNICAL ENGINEERS, DRAFTSMEN, AND TECHNICIANS

All architects, technical engineers, draftsmen, and technicians (herein called "technical employees") employed upon the work covered by this Contract shall be paid unconditionally and not less often than once each month, and without subsequent deduction or rebate on any account (except such payroll deductions as are made mandatory by law and such other payroll deductions as are permitted by the applicable regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to the Anti-Kickback Act hereinafter identified), the full amounts due at the time of payment computed at salary rates not less than those set forth in Exhibit "A" included in these specifications, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such technical employees.

204. MINIMUM WAGE RATES FOR LABORERS AND MECHANICS

All laborers and mechanics employed upon the work covered by this Contract shall be paid unconditionally and not less often than once each week, and without subsequent deduction or rebate on any account (except such payroll deductions as are made mandatory by law and such other payroll deductions as are permitted by the applicable regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to the Anti-Kickback Act hereinafter identified), the full amounts due at time of payment computed at wage rates not less than those contained



in the wage determination decision of said Secretary of Labor which is set forth in these specifications and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such laborers and mechanics. All laborers and mechanics employed upon such work shall be paid in cash, except that payment may be by check if the employer provides or secures satisfactory facilities approved by the Local Public Agency for the cashing of the same without cost or expense to the employee. For the purpose of this clause, contributions made or costs reasonably anticipated under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section 5.5(a)(1)(iv) of Title 29, Code of Federal Regulations. Also for the purpose of this clause, regular contributions made or costs incurred for more than a weekly period under plans, funds, or programs, but covering the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

#### 205. UNDERPAYMENTS OF WAGES OR SALARIES

In case of underpayment of wages or salaries by the Contractor or by any subcontractor to laborers, mechanics, or technical employees employed by the Contractor or subcontractor upon the work covered by this Contract, the Local Public Agency, in addition to such other rights as may be afforded it under this Contract, may withhold from the Contractor, out of any payments due the Contractor, so much thereof as the Local Public Agency may consider necessary to pay such laborers, mechanics, or technical employees the full amount of wages or salaries required by this Contract. The amount so withheld shall be disbursed by the Local Public Agency, for and on account of the Contractor or the subcontractor (as may be appropriate), to the respective laborers, mechanics, or technical employees to whom the same is due or on their behalf to plans, funds, or programs for any type of fringe benefit prescribed in the applicable wage determination.

#### 206. FRINGE BENEFITS AS PART OF WAGES

The Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, or any bona fide fringe benefits not expressly listed in Section 1(b)(2) of the Davis-Bacon Act or otherwise not listed in the wage determination decision of the Secretary of Labor which is included in this Contract, when the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. Whenever practicable, the Contractor should request the Secretary of Labor to make such findings before the making of the Contract. In the case of unfunded plans and programs, the Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. A copy of any findings made by the Secretary of Labor in respect to fringe benefits being provided by the Contractor must be submitted to the Local Public Agency with the first payroll filed by the Contractor subsequent to receipt of the findings.

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207. CONTRACT WORK HOURS STANDARDS ACT -- OVERTIME COMPENSATION

a. Overtime requirements. No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any laborer or mechanic in any workweek in which he is employed on such work to work in excess of eight hours in any calendar day or in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such workweek, as the case may be.

b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph "a", the Contractor and any subcontractor responsible therefor shall be liable to any affected employee for his unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the clause set forth in paragraph "a", in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of eight hours or in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph "a".

c. Withholding for liquidated damages. The Local Public Agency may withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for liquidated damages as provided in the clause set forth in paragraph "b".

d. Subcontracts. The Contractor shall insert in any subcontracts the clauses set forth in paragraphs "a", "b", and "c" of this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

208. EMPLOYMENT OF APPRENTICES AND TRAINEES

(a) Apprentices. Apprentices will be permitted to work as such only when they are registered, individually, under a bona fide apprenticeship program registered with a State apprenticeship agency which is recognized by the Bureau of Apprenticeship and Training, U.S. Department of Labor; or, if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, U.S. Department of Labor. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the contractor as to his entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not a trainee as defined in subdivision (b) of this subparagraph or is not registered as above, shall be paid the wage rate determined by the Secretary of Labor for the classification of work he actually performed. The contractor or subcontractor will be required to furnish to the contracting officer written evidence of the registration of his program and apprentices as well as of the appropriate ratios and wage rates, for the area of construction prior to using any apprentices on the contract work.

(b) Trainees. Trainees will be permitted to work as such when they are bona fide trainees employed pursuant to a program approved by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training, and, where subdivision (iii) of this subparagraph is applicable, in accordance with the provisions of Part 5a of this subtitle.

(c) The phrase "laborer or mechanic" as used in these specifications shall include for Federal Labor Standards Provisions purposes the categories of apprentices and trainees.



DIVISION J  
GENERAL CONDITIONS, PART II

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(d)(1) In compliance with 29 C.F.R. §5a.3 as amended, the contractor agrees:

(i) That he will make a diligent effort to hire for the performance of the contract a number of apprentices or trainees, or both, in each occupation, which bears to the average number of the journeymen in that occupation to be employed in the performance of the contract the applicable ratio as determined by the Secretary of Labor;

(ii) That he will assure that 25% of such apprentices or trainees in each occupation are in their first year of training, where feasible. Feasibility here involves a consideration of (a) the availability of training opportunities for first year apprentices, (b) the hazardous nature of the work for beginning workers, (c) excessive unemployment of apprentices in their second and subsequent years of training.

(iii) That during the performance of the contract he will, to the greatest extent possible, employ the number of apprentices or trainees necessary to meet currently the requirements of subdivisions (i) and (ii) of this subparagraph.

(2) The contractor agrees to maintain records of employment by trade of the number of apprentices and trainees, apprentices and trainees by first year of training, and of journeymen, and the wages paid and hours of work of such apprentices, trainees and journeymen. The contractor agrees to make these records available for inspection upon request of the Department of Labor and the Federal agency concerned.

(3) The contractor who claims compliance based on the criterion stated in §5a.4(b) agrees to maintain records of employment, as described in §5a.3(a)(2), on non-Federal and nonfederally assisted construction work done during the performance of this contract in the same labor market area. The contractor agrees to make these records available for inspection upon request of the Department of Labor and the Federal agency concerned.

(4) The contractor agrees to supply one copy of the written notices required in accordance with §5a.4(c) at the request of Federal agency compliance officers. The contractor also agrees to supply at 3 month intervals during performance of the contract and after completion of contract performance a statement describing steps taken toward making a diligent effort and containing a breakdown by craft, of hours worked and wages paid for first year apprentices and trainees, other apprentices and trainees, and journeymen. One copy of the statement will be sent to the agency concerned, and one to the Secretary of Labor.

(5) The contractor agrees to insert in any subcontract under this contract the requirements contained in this paragraph (29 CFR 5a.3(a) (1), (2), (3), (4), and (5) ). Sections 5a.4, 5a.5, 5a.6, and 5a.7 shall also be attached to each such contract for the information of the contractor. The term "contractor" as used in such clauses in any subcontract shall mean the subcontractor.

(6) The provisions of paragraph (a) of this section shall not apply with regard to any contract, if the head of the Federal agency concerned finds it likely that making of the contract with the clauses contained in paragraph (a) of this section will prejudice the national security.



## 209. CONTRACTOR'S CERTIFICATES

Before each payment by the Local Public Agency to the Contractor under this Contract, the Contractor shall furnish the Local Public Agency with his certificate, in duplicate, substantially to the effect that the Contractor and each subcontractor has complied with the wage and other Labor Standards Provisions of this Contract which pertain to laborers and mechanics employed upon the work covered by this Contract or that there is an honest dispute with respect to such provisions. The form of the certificate to be used will be furnished by the Local Public Agency.

## 210. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Contract, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Local Public Agency setting forth the provisions of this nondiscrimination clause.

b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

c. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

e. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor or the Secretary of Housing and Urban Development pursuant thereto, and will permit access to his books, records, and accounts by the Local Public Agency, the Secretary of Housing and Urban Development, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g. The Contractor will include the provisions of paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Local Public Agency or the Department of Housing and Urban Development may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Local Public Agency or the Department of Housing and Urban Development, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### 211. EMPLOYMENT OPPORTUNITIES FOR LOWER INCOME PERSONS

The Contractor, in connection with work covered by this Contract, to the greatest extent feasible, shall provide opportunities for training and employment to lower income persons residing in the Project area.

#### 212. EMPLOYMENT OF CERTAIN PERSONS PROHIBITED

No person who, at the time, is serving sentence in a penal or correctional institution shall be employed on the work covered by this Contract.

#### 213. REGULATIONS PURSUANT TO SO-CALLED "ANTI-KICKBACK ACT"

The Contractor shall comply with the applicable regulations (a copy of which is attached and herein incorporated by reference) of the Secretary of Labor, United States Department of Labor, made pursuant to the so-called "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 862; title 18 U.S.C., section 874; and title 40 U.S.C., section 276c), and any amendments or modifications thereof, shall cause appropriate provisions to be inserted in subcontracts to insure compliance therewith by all subcontractors subject thereto, and shall be responsible for the submission of affidavits required of subcontractors thereunder, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions from the requirements thereof.

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214. EMPLOYMENT OF LABORERS OR MECHANICS NOT LISTED IN AFORESAID WAGE DETERMINATION DECISION

Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract will be classified or reclassified conformably to the wage determination by the Local Public Agency, and a report of the action taken shall be submitted by the Local Public Agency, through the Secretary, to the Secretary of Labor, United States Department of Labor. In the event the interested parties cannot agree on the proper classification or reclassification of a particular class of laborers and mechanics to be used, the question accompanied by the recommendation of the Local Public Agency shall be referred, through the Secretary, to the Secretary of Labor for final determination.

215. FRINGE BENEFITS NOT EXPRESSED AS HOURLY WAGE RATES

The Local Public Agency shall require, whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly wage rate and the Contractor is obligated to pay a cash equivalent of such a fringe benefit, an hourly cash equivalent thereof to be established. In the event the interested parties cannot agree upon a cash equivalent of the fringe benefit, the question, accompanied by the recommendation of the Local Public Agency, shall be referred, through the Secretary, to the Secretary of Labor for determination.

216. POSTING WAGE DETERMINATION DECISIONS AND AUTHORIZED WAGE DEDUCTIONS

The applicable wage poster of the Secretary of Labor, United States Department of Labor (Form WHPC 1240), and the applicable wage determination decisions of said Secretary of Labor with respect to the various classifications of laborers and mechanics employed and to be employed upon the work covered by this Contract, and a statement showing all deductions, if any, in accordance with the provisions of this Contract, to be made from wages actually earned by persons so employed or to be employed in such classifications, shall be posted at appropriate conspicuous points at the site of the work.

217. COMPLAINTS, ETC., BY EMPLOYEES

No laborer, mechanic, or technical employee to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

218. CLAIMS AND DISPUTES PERTAINING TO SALARY RATES FOR TECHNICAL EMPLOYEES

Claims and disputes pertaining to salary rates or to classifications of technical employees employed upon the work covered by this Contract shall be promptly reported in writing by the Contractor to the Local Public Agency for the latter's decision which shall be final with respect thereto.



219. CLAIMS AND DISPUTES PERTAINING TO WAGE RATES FOR LABORERS AND MECHANICS

Claims and disputes pertaining to wage rates or to classifications of laborers and mechanics employed upon the work covered by this Contract shall be promptly reported by the Contractor in writing to the Local Public Agency for referral by the latter through the Secretary to the Secretary of Labor, United States Department of Labor, whose decision shall be final with respect thereto.

220. QUESTIONS CONCERNING CERTAIN FEDERAL STATUTES AND REGULATIONS

All questions arising under this Contract which relate to the application or interpretation of (a) the aforesaid Anti-Kickback Act, (b) the Contract Work Hours Standards Act, (c) the regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to said Acts, (d) the aforesaid Davis-Bacon Act, or (e) the labor-standards provisions of Title I of the Housing Act of 1949, as amended, shall be referred, through the Local Public Agency and the Secretary, to the Secretary of Labor, United States Department of Labor, for appropriate ruling or interpretation by said Secretary of Labor which shall be authoritative and may be relied upon for the purposes of this Contract.

221. PAYROLLS AND BASIC PAYROLL RECORDS OF THE CONTRACTOR AND SUBCONTRACTORS

The Contractor and each subcontractor shall prepare his payrolls on forms satisfactory to and in accordance with instructions to be furnished by the Local Public Agency. The Contractor shall submit weekly to the Local Public Agency two certified copies of all payrolls of the Contractor and of the subcontractors, it being understood that the Contractor shall be responsible for the submission of copies of payrolls of all subcontractors. Each such payroll shall contain the "Weekly Statement of Compliance" set forth in Section 3.3 of Title 29, Code of Federal Regulations. The payrolls and basic payroll records of the Contractor and each subcontractor covering all laborers and mechanics employed upon the work covered by this Contract shall be maintained during the course of the work and preserved for a period of three years thereafter. Such payrolls and basic payroll records shall contain the name and address of each such employee, his correct classification, rate of pay (including rates of contributions or costs anticipated of the types described in Section 1(b)(2) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. In addition, whenever the Secretary of Labor has found under Section 5.5(a)(1)(iv) of Title 29, Code of Federal Regulations, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor or subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. The Contractor and each subcontractor shall make his employment records with respect to persons employed by him upon the work covered by this Contract available for inspection by the Secretary, and authorized representatives of the Local Public Agency and of the United States Department of Labor. The Secretary and such representatives shall be permitted to interview employees of the Contractor or of any subcontractor during working hours on the job.

DIVISION J  
GENERAL CONDITIONS, PART II

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222. SPECIFIC COVERAGE OF CERTAIN TYPES OF WORK BY EMPLOYEES

The transporting of materials and supplies to or from the site of the Project to which this Contract pertains by the employees of the Contractor or of any subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the Project to which this Contract pertains by persons employed by the Contractor or by any subcontractor, shall, for the purposes of this Contract, and without limiting the generality of the foregoing provisions of this Contract, be deemed to be work to which these Federal Labor Standards Provisions of this Part II of General Conditions are applicable.

223. INELIGIBLE SUBCONTRACTORS

The Contractor shall not subcontract any part of the work covered by this Contract or permit subcontracted work to be further subcontracted without the Local Public Agency's prior written approval of the subcontractor. The Local Public Agency will not approve any subcontractor for work covered by this Contract who is at the time ineligible under the provisions of any applicable regulations issued by the Secretary of Labor, United States Department of Labor, to receive an award of such subcontract.

224. INTEREST OF CERTAIN FEDERAL AND OTHER OFFICIALS

a. No Member of or Delegate to the Congress of the United States and no Resident Commissioner shall be admitted to any share or part of this Contract or to any benefit to arise from the same: Provided, That the foregoing provision of this Section shall not be construed to extend to this Contract if made with a corporation for its general benefit.

b. No member of the governing body of the Local Public Agency who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains, and no other officer or employee of the Local Public Agency who exercises any such functions or responsibilities, shall have any private interest, direct or indirect, in this Contract which is incompatible or in conflict with the discharge or fulfillment of his functions and responsibilities in connection with the carrying out of the Project to which this Contract pertains.

225. PROVISIONS TO BE INCLUDED IN CERTAIN SUBCONTRACTS

The Contractor shall include or cause to be included in each subcontract covering any of the work covered by this Contract, provisions which are consistent with the Federal Labor Standards Provisions of this PART II of General Conditions, and also a clause requiring the subcontractors to include such provisions in any lower tier subcontracts which they may enter into, together with a clause requiring such insertion in any further subcontracts that may in turn be made.

226. BREACH OF FOREGOING FEDERAL LABOR-STANDARDS PROVISIONS

In addition to the causes for termination of this Contract as herein elsewhere set forth, the Local Public Agency hereby reserves the right to terminate this Contract if the Contractor or any subcontractor whose subcontract covers any of the work covered by this Contract shall breach any of the Federal Labor Standards Provisions of this PART II of General Conditions which pertain to laborers or mechanics. A breach of said Federal Labor Standards Provisions may also be grounds for debarment as provided by the applicable regulations issued by the Secretary of Labor, United States Department of Labor.



DIVISION J  
GENERAL CONDITIONS, PART II

EXHIBIT 'A'

U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
LOW-RENT PUBLIC HOUSING

TECHNICAL SALARY DETERMINATIONS

State of Oregon (City) \_\_\_\_\_ Date July 1972 \_\_\_\_\_  
(State)  
Master File \_\_\_\_\_ Oregon-A11 \_\_\_\_\_  
(Name of Local Authority) (Project Number)  
Technical - Architects \_\_\_\_\_  
(Type of Contract or Nature of Work)

The following minimum salary rates applicable to the above work have been determined pursuant to Section 10(2) of the United States Housing Act as amended.

*W. E. H. H. H.* Labor Relations Specialist  
*R. E. D. D.* Area Director

CLASSIFICATIONS	MINIMUM SALARY RATES			REMARKS
	PER HOUR	PER MONTH	PER ANNUM	
Designer (Planner)				RECEIVED SEP 8 1972 HOUSING DEVELOPMENT COMMISSION
Engineer (3)	\$ 7.64			
Engineer (2)	6.29			
Engineer (1)	5.29			
Landscape Architect (3)	7.86			
Landscape Architect (2)	5.61			
Landscape Architect (1)	5.13			
Inspector				
Chief of Party				
Instrumentman				
Rodman-Chairman				

DIVISION J  
GENERAL CONDITIONS, PART II

EXHIBIT 'A'

U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
LOW-RENT PUBLIC HOUSING

EXHIBIT "A"

TECHNICAL SALARY DETERMINATIONS

State of Oregon Date July 1972  
(City) (State)

Master File Oregon - All  
(Name of Local Authority) (Project Number)

Technical - Architects  
(Type of Contract or Nature of Work)

The following minimum salary rates applicable to the above work have been determined pursuant to Section 16(2) of the United States Housing Act as amended.

*Wm. E. Hadley*  
Labor Relations Specialist

*Russell C. Thompson*  
Assistant Director, Housing and Urban Development  
Area Director

CLASSIFICATIONS	MINIMUM SALARY RATES			REMARKS
	PER HOUR	PER MONTH	PER ANNUM	
Designer (Planner)	\$ 8.24			<p>RECEIVED</p> <p>SEP 4 1972</p> <p>HOUSING AND URBAN DEVELOPMENT</p>
Architect (3)	6.93			
Architect (2)	5.83			
Architect (1)	4.84			
Draftsman (3)	4.95			
Draftsman (2)	4.30			
Draftsman (1)	3.15			
Inspector	5.23			
Chief of Party	5.58			
Instrumentman	5.09			
Rodman	3.92			
Chainman	3.58			

EXHIBIT 'B'

23998

DIVISION J  
GENERAL CONDITIONS, PART II  
EXHIBIT 'B'  
NOTICES

STATE: Oregon  
DECISION NUMBER: AP-249  
Supersedes Decision No. AP-218 dated August 11, 1972, 37 FR 16357  
DESCRIPTION OF WORK: Building Construction (excluding single family homes and garden type apartments up to and including 4 stories), heavy and highway construction and dredging.

SUPERSEDES DECISION

COUNTIES: Statewide  
DATE: Date of Publication

AP-249 P. 2

	Basic Hourly Rates	Fringe Benefits Payments					Others
		H & W	Pensions	Vacation	App. Tr.		
ASBESTOS WORKERS	7.85	.35	.60		.06		
BOILERMAKERS	6.95	.60	1.00	.50	.02		
BRICKLAYERS; Stonemasons							
<u>Clackamas, Clatsop, Columbia, Gilliam, Hood River, Multnomah, Morrow, Sherman, Tillamook, Wasco (north of the City of Mupin), Washington, Yakima Cos.</u>	7.90	.35	.35		.02		
<u>North 1/2 of Lincoln, Marion, Polk, SE of Yamhill Cos.</u>	7.40	.35	.35		.02		
<u>Baker, North 1/2 of Malheur, Union, Umatilla, Walla Walla Cos.</u>	7.85	.30					
<u>Benton, Coos, Crook, Curry, Deschutes, Douglas, Grant, Harney, Jackson, Jefferson, Josephine, Klamath, Lake, Lane, South 1/2 of Lincoln, Linn, South 1/2 of Malheur, Wasco (incl. the City of Mupin &amp; south thereof), Wheeler Cos.</u>	7.00	.45	.45		.02		
CARPENTERS:							
Acoustical & Drywall Applicators; Automatic Nailing Machine; Carpenters; Form Strippers; Manhole Builders	6.78	.55	.40	.35	.03		
Piledriversmen, Bridge, Dock & Wharf Builders	6.88	.55	.40	.35	.03		
Floor Layers & Finishers; Stationary Power Saw Operators	6.91	.55	.40	.35	.03		
Form Men	6.98	.55	.40	.35	.03		
Millwrights & Machine Erectors	7.03	.55	.40	.35	.03		
CEMENT MASONS:							
Cement Masons	6.51	.35	.25		.01		
Mastic Worker; Composition Workers; Gunnite Man; Power Machinery Operator	6.635	.35	.25		.01		
DRYWALL TAPERS	6.10	.32	.15	.50	.015		
ELECTRICIANS:							
<u>Malheur County</u>							
Electricians	7.45	.30	1X		2/10X		
Cable Splicers	8.195	.30	1X		2/10X		
<u>Baker, Gilliam, Grant, Morrow, Umatilla, Union, Walla Walla, Wheeler Cos.</u>							
Electricians	8.03	.25	1X		.02		
Cable Splicers	8.43	.25	1X		.02		
<u>Coos; Curry; Lincoln; Those portions of Douglas &amp; Lane Cos. lying west of a line north &amp; south from the NE corner of Coos Co. to the SE corner of</u>							

Lincoln Co.	Notes	H & W	Pensions	Vacation	App. Tr.	Other
Electricians	\$ 7.14	.15	1X			
Cable Splicers	7.85	.15	1X			
Clatsop; Tillamook Cos.						
Electricians	7.10	.15	1X + .30			
Cable Splicers	7.60	.15	1X + .30			
Benton; Crook; Deschutes; Jefferson; Lane (except coast portion); Linn; Marion; Polk; S. 1/2 of Yamhill Cos.						
Electricians	8.03	.25	1X		.04	
Cable Splicers	8.48	.25	1X		.04	
Clackamas; Columbia; Hood River; Multnomah; Sherman; Wasco; Washington; N. 1/2 of Yamhill Cos.						
Electricians	7.75	.25	1X + .30		.02	
Cable Splicers	8.35	.25	1X + .30		.02	
Harney; Jackson; Josephine; Klamath; Lake; That portion of Douglas lying east of a line running north & south from the corner of Coos Co. to the southeast corner of Lincoln Co.						
Electricians	7.42	.15	1X		.02	
Cable Splicers	7.87	.15	1X		.02	
ELEVATOR CONSTRUCTORS	6.84	.185	.20	2X + a		
ELEVATOR CONSTRUCTORS' HELPERS	76XJR	.185	.20	2X + a		
ELEVATOR CONSTRUCTORS' HELPERS (PROB.)	50XJR					
GLAZIERS	6.82	.26	.20	4X		.01
IRONWORKERS:						
Reinforcing; Structural; Fence Erectors; Ornamental; Riggers; Signal Men	7.13	.43	.40	.25		.03
LATHERS						
Clackamas, Clatsop, Columbia, Gilliam, Harney, Hood River, Morrow, Multnomah, Sherman, Tillamook, Wasco, Washington, Yamhill Cos.	6.60	.15				.01
MARBLE SETTERS						
Clackamas, Clatsop, Columbia, Gilliam, Hood River North 1/2 of Lincoln, Marion, Multnomah, Morrow, Polk, Sherman, Tillamook, Wasco (north of the City of Mupin), Washington, Yamhill Cos.	7.90	.35	.35			.02
Baker, North 1/2 of Malheur, Union, Umatilla, Walla Walla Cos.						
Outside	7.85	.30				
Inside	7.65	.30				
Benton, Coos, Crook, Curry, Deschutes, Douglas, Grant, Harney, Jackson, Jefferson, Josephine, Klamath, Lake,						

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Lane, South 1/2 of Lincoln, Linn,  
South 1/2 of Malheur, Wasco (incl. the  
City of Maupin & south thereof),  
Wheeler Cos.

## PAINTERS:

Brush  
Spray  
High Work over 100'  
High Towers, ground to 100'  
High Towers, ground to 300'  
High Towers, ground to over 300'

## PLASTERERS

## PLUMBERS; STEAMFITTERS:

Baker; Harney (except NW portion);  
Malheur Cos.  
Grant (except SW corner); Morrow;  
Union; Walla Walla Cos.  
N. 1/2 of Benton, Lincoln, & Linn Cos.  
Norton; Polk; S 1/2 of Tillamook, Yam-  
hill Cos.  
Clackamas; Clatsop; Columbia; Gilliam;  
Hood River; Jefferson; Multnomah;  
Sherman; N. 1/2 of Tillamook; Wasco;  
Wheeler; Washington; & N. 1/2 of  
Yamhill  
Coos; Curry; Coast portion of Douglas  
Cos.; Lane (City of Florence);  
Lane (except for City of Florence);  
Douglas (except coast portion); Crook;  
Deschutes; N.W. portion of Harney;  
Northern portions of Klamath and Lake  
Cos.; S. 1/2 of Lincoln, Linn, Benton  
and Jefferson Cos.; & S.W. corner of  
Grant County  
Remainder of Klamath & Lake Cos.  
Jackson; Josephine Cos.

## ROOFERS

Clackamas; Clatsop; Columbia; Gilliam;  
Hood River; Jefferson; Multnomah; Sher-  
man; Tillamook; Wasco Cos.  
Roofers  
Coal Tar  
Coal Tar in confined areas  
Walla Walla County  
Coos; Crook; Curry; Deschutes; Douglas;  
Harney; Jackson; Josephine; Klamath;  
Lake; Lane; Malheur Cos.

Basic Hourly Rate	Fringe Benefits Payments					Oth
	H & W	Pensions	Vacation	App. Tr.		
6.75	.35	.35		.02		
6.55	.30	.20		.015		
6.80	.30	.20		.015		
7.05	.30	.20		.015		
6.70	.30	.20		.015		
7.05	.30	.20		.015		
7.45	.30	.20		.015		
6.95	.45	.45		.01		
6.58	.26	.30		.05		
7.52	.26	.55	.47	.06		
6.55	.46	.65	1.00	.08		
7.36	.59	.66		.07		
6.71	.35	.40		.0175		
7.73	.41	.62		.02		
7.06	.45	.55	.75	.05		
6.85	.40	.50	.43	.02		
6.95	.45	.46				
7.45	.45	.46				
7.70	.45	.46				
6.25						
6.53	.25					

## SHEET METAL WORKERS:

Benton, Clackamas, Clatsop, Columbia,  
Crook, Deschutes, Gilliam, Grant, Har-  
ney, Hood River, Jefferson, Lincoln,  
Linn, Marion, Morrow, Multnomah, Polk,  
Sherman, Tillamook, Wasco, Washington,  
Wheeler, Yamhill Cos.  
Malheur County  
Baker, Beattilla, Union, Walla Walla Cos.  
Coos; Curry; Douglas; Lane Cos.  
Jackson; Josephine

## SOFT FLOOR LAYERS

## SPRINKLER FITTERS

## TILE SETTERS &amp; TERRAZZO WORKERS

Clackamas; Clatsop; Columbia; Gilliam;  
Harney; Hood River; N. 1/2 of Lincoln;  
Marion; Morrow; Multnomah; Polk; Sher-  
man; Wasco (north of the City of  
Maupin); Washington; Tillamook;  
Yamhill Cos.  
Baker; South 1/2 of Malheur; Union;  
Beattilla; Walla Walla Cos.  
Benton; Coos; Crook; Curry; Deschutes;  
Douglas; Grant; Jackson; Jefferson;  
Josephine; Klamath; Lake; Lane; South  
1/2 of Lincoln; Linn; South 1/2 of  
Malheur; Wasco (incl. the City of  
Maupin and south thereof); Wheeler Cos.

## TILE SETTERS' HELPERS

WELDERS; RIGGERS: Receive rate pre-  
scribed for craft performing opera-  
tion to which welding is incidental.

## PAID HOLIDAYS:

A-New Year's Day; B-Memorial Day; C-Independence Day; D-Labor Day;  
E-Thanksgiving Day; F-Christmas Day.

## FOOTNOTES:

- a. Employer credits 4% basic hourly rate of employee with over 5 years' service,  
2% basic hourly rate from 6 months to 5 years' service to Vacation Plan.  
Six Paid Holidays: A through F.
- b. 4% of all gross wages to be placed to the credit of employees with less  
than one year of service. 6% to employees with more than one year of service

Basic Hourly Rates	Fringe Benefits Payments					Oth
	H & W	Pensions	Vacation	App. Tr.		
6.05	.20	.24	.24	.02		
7.06	.27	.20		.02		
6.50	.22	.30				
7.51	.22	.34		1/2%		
6.73	.22	.30				
6.65	.35	.45	b	.05		
8.70	.30	.50		.05		
6.95	.25	.24				
7.18	.30					
6.95	.25					
6.04	.25					

DIVISION J  
GENERAL CONDITIONS, PART II  
EXHIBIT 'B'  
NOTICES

## POWER EQUIPMENT OPERATORS

GROUP I  
ASSISTANT CONVEYOR; Oiler, including plant and crusher; Crusher Feederman; Deckhand; Self-propelled Scaffolding; Guard rail Punch Oiler; Pump under 4" Brakeman Switchman; Parts Man (Tool Room)

GROUP II  
BLADE, PULLED TYPE; Truck Crane Oiler-driver, 25 ton capacity or over; Fireman, all equipment; A-Frame Truck, single drum; Tugger or Coffin type Hoist, any power; Drill Helper; Auger Oiler; Boatman; Forklift or Lumber Stacker; Temporary Heating Plant; Grade Oiler, required to check grade; Grade Checker; Tar Pot Fireman; Tar Pot Fireman (power agitated); H.D. Repairman Helper; Welder's Helper; Fireman Helicopter Radio-man (ground); Roller, Rock

GROUP III  
PLANT TENDER; Pugmill; Truck Mounted Asphalt Spreader, with screed; Compressor, any power, under 1,000 cu. ft. total capacity; Mixer Box Concrete Plant; Concrete Conveyor; Cement Hog; Concrete Saw, self-propelled unit; Wire Mat Machine or Booming Machine; Concrete Curing Machine, self-propelled; Bucket Elevator Loader, Barber Greene and similar type; Hydraulic Pipe Press; Pump any power, 4" and over; Hydrostatic Pump; Motorman; Ballast Jack Tamper; Bell Boy, phonon, etc; Tamping Machine, mechanical self-propelled; Hydrographic Seeder Machine, straw, pump or seed; Broom Operator, self-propelled; Air Filtration Equipment; Welding Machine

BASIC HOURLY RATES	FRINGE BENEFITS PAYMENTS				
	H & W	PENSIONS	VACATION	APP. TR.	OTH
\$6.10	.40	.50	.20		
6.24	.40	.50	.20		
6.34	.40	.50	.20		

GROUP IV  
SCREED; Compactor, including vibratory; Compressor, over 1,000 cu. ft. total capacity; Concrete Mixer, single drum, under 5 bag capacity; Concrete Cooling Machine; Combination Mixer and Compressor, Gunite work; Helicopter Hoist; Fork Lift, over 5 tons; Lull Hi-Lift of similar type, 20 ft. or over; Service Oiler (Greaser); Hydra Hammer or similar types; Pavement Breaker; Pump, more than 3, any size; Locomotive, under 40 tons; Roller, Oiling, CTR

GROUP V  
CURB MACHINE, MECHANICAL FORM, CURB AND/OR CURB AND GUTTER; Wagner Factor or similar type (without blade); Batch Plant Material Control; Power Jumbo, setting slip forms, etc. in tunnels; Slip Form Pumps, power driven hydraulic lifting device for concrete forms; Hoist, single drum; Elevator, Diesel, Gas, Engineer; Chip Spreading Machine; Lime Spreading Sweeper (Wayne Type) self-propelled; Tractor, rubber-tired 50 H.P. Flywheel and under; Trenching Machine, maximum digging capacity 3 ft. depth

GROUP VI  
ASPHALT PLANT; Asphalt Paver; Magnolia, internal full slab vibrator; Concrete finishing Machine, Clary, Johnson, Bidwell, Burgess, bridge deck or similar type; Curb Machine, Mechanical Form, Curb and/or Curb and Gutter; Concrete Joint Machine; Concrete Planer; Cast in place pipe laying machine; Concrete Paving Machine; Concrete Spreader; Loaders, Rubber-tired type, 2 1/2 cu. yds. and under; Rock Spreader, self-propelled

BASIC HOURLY RATES	FRINGE BENEFITS PAYMENTS				
	H & W	PENSIONS	VACATION	APP. TR.	OTHERS
\$6.50	.40	.50	.20		
6.52	.40	.50	.20		
6.60	.40	.50	.20		



## GROUP VII

ROLLER, ASPHALT; Concrete Mixer, single drum, 5 bag capacity and over; Belterete; Pumperete; Cement pump, Fuller-Kenyon and similar; Grouting Machine; Concrete Pump; Tower Mobile; A-Frame Truck; double drums; Boom Truck; Churn Drill and Earth Boring Machine; Hydraulic Backhoe, wheel type 3/8 cu. yds. and under with or without front end attachments 2 1/2 cu. yds. and under (Ford, John Deere, Case type); Elevating Grader, Tractor and towed requiring operator or grader; Pot Rammer; Ballast Regulator; Ballast Tamper Multi-Purpose; Track Liner; Tie Spacer; Shuttle Car; Locomotive, 40 tons and over

## GROUP VIII

DIESEL-ELECTRIC ENGINEER, PLANT OR FLOATING; Batch Plant and/or wet mix, one and two drums; Generator; Diesel-Electric Engineer; Belt Loaders Kolman and Ko Cal types

## GROUP IX

BULLDOZER; Drill Cat; Side-Room Cat; Compactor, with blade; Chicago Boom and similar types; Lift Slab Machine; Boom Type lifting device, 5 tons capacity or less; Cherry picker or similar type crane-boist 5 ton capacity or less; Grizzly; Crusher Plant; Boring Machine; Surface Heater & Planer; Hydraulic Backhoe, truck type 3/8 cu. yds. and over; Loader, front end and overhead 2 1/2 cu. yds. and under 4 cu. yds.; Pipe Cleaning Machine; Pipe Doping Machine; Pipe Bending Machine; Pipe Wrapping Machine; Bolt Threading Machine; Drill Doctor; including bit grinder; H.D. Mechanic; H.D. Welder; Machine Tool Operator; Stationary Drag Scraper; Tractor Rubber-tired over 50 H.P. Flywheel; Tractor, Rubber tired with boom attachments; Trenching Machine maximum digging capacity over 3 ft. depth

## GROUP X

BULLDOZER, TWIN-ENGINE (TC 12 and similar type); Cable-Plow; Compactor, Multi-engine; Driller-Percussion; Diamond, Core, Cable, Rotary and similar types; Jack Operator Elevating Barges; Barge Operator, self-Unloading; Combination H.D. Mechanic-Welder; Welder-Certified; Rubber tired Dozers and Pushers (Michigan, Cat, Hough type)

Code Hourly Rate	FRANCE BENEFITS PAYMENTS				
	H & W	Pension	Vacation	Age Tr.	Other
6.66	.40	.50	.20		
6.76	.40	.50	.20		
6.82	.40	.50	.20		
6.88	.40	.50	.20		

## GROUP XI

MIXER BOWLS; Crane, 25 tons and under; Shovel, Dragline, Clamshell, Hoe, etc., under 1 cu. yd.; Grapple, under 1 cu. yd.; Mucking Machine

## GROUP XII

BLADE; Hatch Plant and/or wet mix, 3 units or more; Hoist, 2 drum; Hoist, 3 or more drums; Elevating Loader, Athey and similar types; Piledriver (not crane type); Rubber-tired Scraper, single engine, single scraper; Scraper-Self-Loading, paddle wheel loader type; Rubber-tired Scraper, twin engine; Rubber-tired Scraper, with push-pull attachments; Blade Mounted Spreaders, Ulrich and similar types; Shovel operator

## GROUP XIII

BLADE, FINISH (Working with either red or blue tops); Blade, Electronically controlled by wire or laser beams; Blade, Multi-engine; Concrete Paving and Road Mixer; Bridge Crane, Locomotive, Gantry, Overhead; Derrick, under 100 tons; Hoist, Stiff-leg, Guy Derrick or similar type 50 tons and over; Cableway, up to 25 tons; Crane, over 25 tons and including 40 tons; Tower Crane; Piledriver (not crane type); Floating Clamshell, etc., under 3 cu. yds.; Floating Crane (Derrick Barge), less than 30 tons; Hydraulic Backhoe, truck type over 3/8 cu. yds. Elevating Grader, operated by tractor, Sierra, Bucild or similar types; Back-Filling Machine; Shovel, etc., 1 cu. yd. but less than 3 cu. yds.; Grapple, 1 cu. yd. and over; Back filling Machine

## GROUP XIV

RUBBER-TIRED SCRAPER WITH TANDEM SCRAPER

## GROUP XV

ROCK MOUND; Loader, 1 cu. yds. but less than 6 cu. yds.

## GROUP XVI

AUTO GRADER (i.e. CMD) or TRIMMER; Tandem Bulldozer, Quad-nine and similar type; Automatic Concrete Slip Form Paver; Concrete Canal Liner; Cableway, 25 tons and over; Crane, over 40 tons and including 100 tons; Whirley, 80 tons and under; Floating Clamshell, etc., 3 cu. yds. and over;

Code Hourly Rate	FRANCE BENEFITS PAYMENTS				
	H & W	Pension	Vacation	Age Tr.	Other
6.90	.40	.50	.20		
6.96	.40	.50	.20		
7.04	.40	.50	.20		
7.20	.40	.50	.20		
7.36	.40	.50	.20		

DIVISION 3  
GENERAL CONDITIONS, PART II  
EXHIBIT 'B'

NOTICES

24001



Floating Crane (Derrick Barge), 30 tons but less than 80 tons; Loader, 6 cu. yds., but less than 8 cu. yds. Loader 8 cu. yds., but less than 12 cu. yds.; Rubber-tired Scraper, with Tandem Scrapers, Multi-engine; Shovel, etc. 3 cu. yds. but less than 5 cu. yds.; Wheel Excavator, under 750 cu. yds. per hour

## GROUP XVII

CRANE, Over 100 tons and including 200 tons; Whirley over 50 tons and including 150 tons; Floating Crane (Derrick Barge), 80 tons but less than 150 tons; Loader, 12 cu. yds. and over; Shovel, etc., 5 cu. yds. and over; Canal Trimmer

## GROUP XVIII

CRANE, over 200 tons; Whirley, 150 tons and over; Floating Crane 150 tons but less than 250 tons; Wheel Excavator, over 750 cu. yds. per hour; Band Wagons, in conjunction with wheel excavator

## GROUP XXIV

HELICOPTER, When used in erecting work; Floating Crane 250 tons and over; Remote controlled earth moving equipment (no one operator shall operate more than two pieces of moving equipment at one time); Underwater Equipment, remote or otherwise

Base Hourly Rates	FRINGE BENEFITS PAYMENTS				
	M & W	Pensions	Vacation	App. Tr.	Other
7.54	.40	.50	.20		
7.68	.40	.50	.20		
7.86	.40	.50	.20		
8.00	.40	.50	.20		

## LABORERS

## GROUP I

Asphalt plant laborers; Asphalt spreaders; Batch weighman; Broomers; Brush burners & cutters; Car & truck loaders; Carpenter tender; Change-House man or dry shack men; Choker setters; Clean up laborers; Concrete laborers; Crusher feeders; Culvert, hand labor; Curing, concrete; Demolition, wrecking, & moving laborers; Driller helpers; Dumpers, Road oiling crew; Dumpmen (for grading crew); Elevator feeders; Fence builder (incl. Guard rail, Median rail, Reference post, Guide post, Right-of-way marker); Fine graders; Form strippers (not swinging stages); GENERAL LABORERS; Landscaping or planting laborers; Leverman on aggregate spreader (Flaherty & similar types); Loading spotters; Material yard man (incl. electrical); Pittsburgh chipper operator or similar types; Powderman helper; Railroad track laborers; Ribbon setters (incl. steel forms); Rip Rap man (hand placed); Road pump tender; Sewer labor; Skipmen; Signalman; Slopers; Spraymen; Stake chaser-Stake setter-Grade checker; Stockpiler; Timber faller & buckler (hand labor); Toolroom man (at job site); Tunnel bull gang (above ground); Weighman-crusher aggregate (when used)

## GROUP II

Applicator (incl. pot tender for same), applying protective material by hand or nozzle on utility lines or storage tanks on project; Burners; Choker splicer; Clary power spreader & similar types; Clean-up nozzleman; Greencutter (Concrete rock, etc.); Concrete power buggyman; Demolition & wrecking charred materials; Gunite nozzleman tender; Gunite or sand blasting pot tender; Handlers or mixers of all materials of an irritating nature (incl. cement & lime); Manhole builder; Power tool op., incls but not limited to: Chipping Guns, JACKHAMMER, Paving breakers, Post hole digger, Air Gun, or Electric, Tampers, Vibrating screed, Vibrators (less than 4" in diameter); Ribbon setter, head; Rip rap man (head), Hand placed; Sand blasting (wet); Sewer

BASIC HOURLY RATES	FRINGE BENEFITS PAYMENTS				
	M & W	PENSIONS	VACATION	APP. TR.	OTH
\$5.25	.40	.45	.20	.02	

timbermen; Timber buckers & fallers,  
Brush cutters (power saw); Tunnel-  
Muckers, Brakemen, Concrete crew,  
Bull gang (underground)

**GROUP III**

Asphalt makers; Bid grinder; Concrete  
saw op.; Drill doctor; Drill operator;  
Air tracks, Cat drills, Wagon drills;  
Rubber-mounted drills, other similar  
types; Concrete nozzleman; High scalers,  
strippers & drillers (covers work in  
swinging stages, chairs or belts, under  
extreme conditions unusual to normal  
drilling, blasting, barring-down, or  
sloping & stripping); Powderman; Power  
saw ops. (Bucking & falling merchantable  
logs); Pumpcrete nozzleman; Sand blast-  
ing (Dry); SEWER PIPE LAYERS; Track  
liners, Anchor machines, Ballast regula-  
tors, Multiple tampers, Power jacks,  
Tugger op.; Tunnel--Chuck tenders,  
Nippers & Timbermen; Vibrators (4" &  
larger); Water blaster

**GROUP IV**

Tunnel miners; Tunnel powderman

BASIC HOURLY RATES	FINANCE BENEFITS PAYMENTS				
	H & W	PENSIONS	VACATION	APP. TR.	OTH
\$5.40	.40	.45	.20		.02
\$5.55	.40	.45	.20		.02
\$5.70	.40	.45	.20		.02

**TRUCK DRIVERS**

Station, city, or branch drivers: Concrete  
buggies (power operated); Dump trucks, side, end  
& bottom dumps, incl. semi-trucks & trains or  
combin. thereof; 6 cu. yds. & under; Lift  
jacks, fork lifts (all sizes used in loading,  
unloading & transporting material on job site);  
Loader and/or leverman on concrete dry batch  
plant (manually operated); Pilot car; Solo flat  
bed & misc. body trucks, 0-10 tons; Truck helper;  
Truck mechanic helper; Warehouseman (warehouse  
parts, tool men & parts chaser, checker &  
receivers); Water wagons (rated capacity); up to  
1600 gals.

"A" frame or hydra-lift truck w/load bearing surface  
lubrication man, fuel truck driver, tireman, wash  
rack, steam cleaner or combin.; Team drivers

Dump trucks, side, end & bottom dumps, incl. semi-  
trucks & trains or combin. thereof; over 6 cu.  
yds. incl. 10 cu. yds.; Slurry truck driver or  
leverman; Transit mix & dry or wet trucks; 5 cu.  
yds. & under; Tireman (full-time basis); Water  
wagons (rated capacity): 1600 to 3000 gals.

Flasherty spreader driver or leverman; Low bod  
equipment, flat bed semi-trailer, truck & trailer  
or doubles transporting equipment or wet or dry  
materials; Lumber carrier driver--Straddle carrier  
(used in loading, unloading and transporting of  
materials on job site); Oil distributor driver  
or leverman; Water wagons (rated capacity: 3000  
to 5000 gals.

Dumpster or similar equipment, all sizes; Transit  
mix & wet or dry mix trucks; Over 5 cu. yds. &  
incl. 7 cu. yds.

Dump trucks, side, end & bottom dumps, incl. semi-  
trucks & trains or combin. thereof; over 10 cu.  
yds. & incl. 20 cu. yds.; Transit mix & dry or  
wet mix trucks; over 7 cu. yds. & incl. 9 cu. yds.;  
Truck mechanic--welder--body repairman; Water  
wagons (rated capacity): 5000 to 7000 gals.

Basic Hourly Rate	FINANCE BENEFITS PAYMENTS				
	H & W	Pensions	Vacation	App Tr.	Other
16.06	.40	.45	.25		
6.11	.40	.45	.25		
6.16	.40	.45	.25		
6.21	.40	.45	.25		
6.26	.40	.45	.25		
6.36	.40	.45	.25		

DIVISION J  
GENERAL CONDITIONS, PART II  
NOTICES  
EXHIBIT 'B'



	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Yr.	Other
Dump trucks, side and bottom dumps, incl. semi-trucks & trains or combin. thereof: over 20 cu. yds. & incl. 30 cu. yds.; Transit mix & wet or dry mix trucks: over 9 cu. yds. & incl. 11 cu. yds.; Water Wagons (rated capacity): over 7000 gals. to 10,000 gals.	\$ 6.46	.40	.45	.25		
Dump trucks, side, end & bottom dumps, incl. semi-trucks & trains or combin. thereof: over 30 cu. yds. & incl. 40 cu. yds.; Transit mix & wet or dry mix trucks: over 11 cu. yds. and incl. 13 cu. yds.; Water Wagons (rated capacity): over 10,000 gals. to 15,000 gals.	6.56	.40	.45	.25		
Dump trucks, side, end & bottom dumps, incl. semi-trucks & trains or combin. thereof: over 40 cu. yds. & incl. 50 cu. yds.; Transit mix and wet or dry mix trucks: over 13 cu. yds. and incl. 15 cu. yds.	6.66	.40	.45	.25		
Dump trucks, side, end & bottom dumps, incl. semi-trucks & trains or combin. thereof: over 50 cu. yds. & incl. 60 cu. yds.	6.83	.40	.45	.25		
Dump trucks, side, end & bottom dumps, incl. semi-trucks & trains or combin. thereof: over 60 cu. yds. & incl. 70 cu. yds.	6.93	.40	.45	.25		
Dump trucks, side, end & bottom dumps, incl. semi-truck & trains or combin. thereof: over 70 cu. yds. and incl. 80 cu. yds.	7.03	.40	.45	.25		
Dump trucks, side, end & bottom dump, including semi-trucks & trains or combin. thereof: over 80 cu. yds. & incl. 90 cu. yds.	7.13	.40	.45	.25		
Dump trucks, side, end & bottom dump, incl. semi-trucks and trains or combin. thereof: over 90 cu. yds. & incl. 100 cu. yds.	7.23	.40	.45	.25		
Drivers and Helpers (handling sacked cement add \$.15 per hour).						
Winch truck - takes classification of truck on which winch is mounted.						

Basic Hourly Rates	Fringe Benefits Payments				
	H & W	Pensions	Vacation	App. Yr.	Other
7.59	.40	.50	.20		
8.14	.40	.50	.20		
7.20	.40	.50	.20		
6.88	.40	.50	.20		
6.78	.40	.50	.20		
6.83	.40	.50	.20		
6.44	.40	.50	.20		
6.34	.40	.50	.20		

Dredging:  
 Dipper Leverman:  
 (a) 5 yards and under  
 (b) Over 5 yards  
 Leverman, Hydraulic  
 Assistant Engineer (Electric  
 Generator Operator for Primary  
 Pump; Power Barge or Dredge)  
 Assistant Engineer (Electric,  
 Diesel, Steam or Booster Pump);  
 Mate and Boatman  
 Engineer Welder; Craneman  
 Fireman; Oilor  
 Assistant Mate (Deckhand)

# LINE CONSTRUCTION - OREGON 4 (1-1)

Basic Hourly Rates	Fringe Benefits Payments				
	H & W	Pensions	Vacation	App. Yr.	Other
\$ 8.60	.25	12		1/22	
7.76	.25	12		1/22	
7.00	.25	12		1/22	
6.67	.25	12		1/22	
5.82	.25	12		1/22	
5.49	.25	12		1/22	
5.25	.25	12		1/22	

Cable Splicers Leadman Pole Sprayer  
 Lineman; Pole Sprayer; Heavy Line  
 Equipment Man; Certified Lineman  
 Welder  
 Tree Trimmer  
 Line Equipment Man  
 Head Groundman (Chipper); Head Ground-  
 man; Powderman; Jackhammer Man  
 Groundman; Tree Trimmer Helper  
 Hole Digger



DIVISION K  
ATTACHMENT TO PART II OF GENERAL CONDITIONS

**SO-CALLED "ANTI-KICKBACK ACT" AND REGULATIONS PROMULGATED  
PURSUANT THERETO BY THE SECRETARY OF LABOR,  
UNITED STATES DEPARTMENT OF LABOR**

**TITLE 18, U.S.C., section 874**

(Replaces section 1 of the Act of June 13, 1934 ((48 Stat. 948, 40 U.S.C.,  
sec. 276b)) pursuant to the Act of June 25, 1948, 62 Stat. 862)

**KICKBACKS FROM PUBLIC WORKS EMPLOYEES**

Whoever, by force, intimidation, or threat of procuring dismissal from employment, or by any other manner whatsoever induces any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined not more than \$5,000 or imprisoned not more than five years, or both.

**SECTION 2 OF THE ACT OF JUNE 13, 1934, AS AMENDED (48 Stat. 948, 62 Stat. 862,  
63 Stat. 108, 72 Stat. 967, 40 U.S.C., sec. 276c)**

The Secretary of Labor shall make reasonable regulations for contractors and subcontractors engaged in the construction, prosecution, completion or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States, including a provision that each contractor and subcontractor shall furnish weekly a statement with respect to the wages paid each employee during the preceding week. Section 1001 of Title 18 (United States Code) shall apply to such statements.

--- X X X ---

Pursuant to the aforesaid Anti-Kickback Act, the Secretary of Labor, United States Department of Labor, has promulgated the regulations hereinafter set forth, which regulations are found in Title 29, Subtitle A, Code of Federal Regulations, Part 3. The term, "this part," as used in the regulations hereinafter set forth, refers to Part 3 last above mentioned. Said regulations are as follows:

**CONTRACTORS AND SUBCONTRACTORS ON PUBLIC BUILDING AND PUBLIC WORK  
AND ON BUILDING AND WORK FINANCED IN WHOLE OR IN PART  
BY LOANS OR GRANTS FROM THE UNITED STATES**

**Sec. 3.1    Purpose and scope.**

This part prescribes "anti-kickback" regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with Federally-assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly

DIVISION K  
ATTACHMENT TO PART II OF GENERAL CONDITIONS

submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

Sec. 3.2 Definitions.

As used in the regulations in this part:

(a) The terms "building" or "work" generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, powerlines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a "building" or "work" within the meaning of the regulations in this part.

(b) The terms "construction," "prosecution," "completion," or "repair" mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.

(c) The terms "public building" or "public work" include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.

(d) The term "building or work financed in whole or in part by loans or grants from the United States" includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directly or indirectly from funds provided by loans or grants by a Federal agency. The term does not include building or work for which Federal assistance is limited solely to land guarantees or insurance.

(e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is "employed" and receiving "wages," regardless of any contractual relationship alleged to exist between him and the real employer.

(f) The term "any affiliated person" includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary, or otherwise, and an officer or agent of such corporation.

(g) The term "Federal agency" means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentalities of the United States and of the District of Columbia, including corporations, all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentalities.

Sec. 3.3 Weekly statement with respect to payment of wages.

(a) As used in this section, the term "employee" shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.

DIVISION K  
ATTACHMENT TO PART II OF GENERAL CONDITIONS

(b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by these regulations during the preceding weekly payroll period. The statement shall be executed by the contractor or subcontractor or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages, and shall be in the following form:

WEEKLY STATEMENT OF COMPLIANCE

Date \_\_\_\_\_

I, \_\_\_\_\_ do hereby state:

(Name of signatory party) (Title)

(1) That I pay or supervise the payment of the persons employed by \_\_\_\_\_ on  
(Contractor or subcontractor)  
the \_\_\_\_\_; that during the payroll period commencing on the \_\_\_\_\_ day of \_\_\_\_\_,  
(Building or work)  
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 \_\_\_\_\_

\_\_\_\_\_ from the full weekly wages earned by any person and that no deductions have  
(Contractor or subcontractor)  
been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948; 63 Stat. 108; 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below;

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

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

(4) That:

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

☐ In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.



## DIVISION K

## DIVISION K

**(b) WHERE FRINGE BENEFITS ARE PAID IN CASH**

- ☐ Each laborer or mechanic listed in the above referenced payroll has been paid as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the Contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)		EXPLANATION
REMARKS		
NAME AND TITLE		SIGNATURE
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 251 OF TITLE 31 OF THE UNITED STATES CODE.		

Section 1001 of Title 18 of the United States Code (Criminal Code and Criminal Procedure) shall apply to such statement as provided at 72 Stat. 967 (18 U.S.C. 1001, among other things, provides that whoever knowingly and willfully makes or uses a document or fraudulent statement of entry, in any matter within the jurisdiction of any department or agency of the United States, shall be fined not more than \$10,000 or imprisoned not more than five years, or both).

- (c) The requirements of this section shall not apply to any contract of \$2,000 or less.

- (d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.

**Sec. 3.4** Submission of weekly statements and the preservation and inspection of weekly payroll records.

- (a) Each weekly statement required under Sec. 3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or, if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.

DIVISION K  
ATTACHMENT TO PART II OF GENERAL CONDITIONS

(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each laborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

Sec. 3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor:

(a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.

(b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A "bona fide prepayment of wages" is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

(c) Any deduction of amounts required by court process to be paid to another, unless, the deduction is in favor of the contractor, subcontractor, or any affiliated person, or when collusion or collaboration exists.

(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions or annuities or retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, of unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: *Provided, however,* That the following standards are met: (1) The deduction is not otherwise prohibited by law; (2) it is either: (i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or (ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; (3) no profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and (4) the deductions shall serve the convenience and interest of the employee.

(e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

(f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.

(g) Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasi-governmental agencies, such as the American Red Cross.

(h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.

(i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: *Provided, however,* That a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.

DIVISION K  
ATTACHMENT TO PART II OF GENERAL CONDITIONS

(j) Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and Part 531 of this title. When such a deduction is made the additional records required under Sec. 516.25(a) of this title shall be kept.

Sec. 3.6 Payroll deductions permissible with the approval of the Secretary of Labor.

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under Sec. 3.5. The Secretary may grant permission whenever he finds that:

(a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise;

(b) The deduction is not otherwise prohibited by law;

(c) The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and

(d) The deduction serves the convenience and interest of the employee.

Sec. 3.7 Applications for the approval of the Secretary of Labor.

Any application for the making of payroll deductions under Sec. 3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

(a) The application shall be in writing and shall be addressed to the Secretary of Labor.

(b) The application shall identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions only on specific, identified contracts, except upon a showing of exceptional circumstances.

(c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of Sec. 3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.

(d) The application shall include a description of the proposed deduction, the purpose to be served thereby, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.

(e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant.

Sec. 3.8 Action by the Secretary of Labor upon applications.

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of Sec. 3.6; and shall notify the applicant in writing of his decision.

Sec. 3.9 Prohibited payroll deductions.

Deductions not elsewhere provided for by this part and which are not found to be permissible under Sec. 3.6 are prohibited.



DIVISION K  
ATTACHMENT TO PART II OF GENERAL CONDITIONS

Sec. 3.10 Methods of payment of wages.

The payment of wages shall be by cash, negotiable instruments payable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

Sec. 3.11 Regulations part of contract.

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see Sec. 5.5(a) of this subtitle.

W. Willard Wirtz,

*Secretary of Labor.*

DIVISION L  
GENERAL CONDITIONS, PART III

(NON-FEDERAL LABOR-STANDARDS PROVISIONS)

301. GENERAL PROVISIONS

The following Non-Federal Labor-Standards Provisions, including the following provisions concerning maximum hours of work, minimum rates of pay, and overtime compensation with respect to the categories and classifications of employees hereinafter mentioned are included in this Contract pursuant to the requirements of applicable State or local laws, but the inclusion of such provisions shall not be construed to relieve the Contractor or any subcontractor from the pertinent requirements of any corresponding Federal Labor-Standards Provisions of this Contract. In case the minimum rates of pay set forth below shall be higher than the minimum rates of pay required by or set forth in the Federal Labor-Standards Provisions of this Contract for corresponding classifications, the minimum rates of pay set forth below shall be deemed, for the purposes of this Contract, to be applicable minimum rates of pay for such classifications. The limitations, if any, in these Non-Federal Labor-Standards Provisions upon the hours per day, per week or per month, which employees engaged on the work covered by this Contract may be required or permitted to work thereon shall not be exceeded.

302. OTHER STIPULATIONS

a. The Contractor shall comply with all the provisions of the laws of the State of Oregon and ordinances of the City of Portland relating to the employment of labor. No laborer, workman or mechanic in the Contractor's employ or in the employ of any subcontractor, if such is employed, or other person doing or contracting to do the whole or a part of the work contemplated hereunder shall be required or permitted to labor more than eight (8) hours in any one day, or forty (40) hours in any one week, except in cases of necessity, emergency or where the public policy absolutely requires it, in which event the person or persons so employed for excessive hours shall receive at least time and a half for all overtime in excess of eight (8) hours a day, and for work performed on Saturdays and on legal holidays, provided, however, that nothing herein contained shall apply to any labor performed in the manufacture of fabrication of any material manufactured or fabricated in any plant or place other than the place where the main contract is to be performed.

DIVISION L  
GENERAL CONDITIONS, PART III

b. If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to Contractor or to a subcontractor by any person in connection with this Contract, as such claim becomes due, the Local Public Agency may pay such claim to the person furnishing labor or services and charge the amount of the payment against the funds due or to become due the Contractor by reason of this Contract, and such payment shall not relieve the Contractor or the Contractor's surety from the obligations of either with respect to any unpaid claims.

c. The Contractor shall make payment promptly as due to all persons supplying to the Contractor labor or material for the prosecution of the work provided for in this Contract, shall pay all contributions or amounts due the State Industrial Accident Fund, the State Unemployment Compensation Trust Fund, and the State Tax Commission in consequence of work under this Contract, and shall not permit any lien or claims to be filed or prosecuted against the Local Public Agency on account of any labor or material furnished.

303. MINIMUM HOURLY RATE OF WAGE

The minimum hourly rate of wage as determined by the Commissioner of the Bureau of Labor shall be not less than the prevailing rate of wage, which may be paid to workmen in each trade or occupation required for such public work employed in the performance of the Contract either by the Contractor or subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the contract.

304. PAYMENT FOR MEDICAL CARE AND ATTENTION TO EMPLOYEES

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

End of Division L



DIVISION M  
SPECIAL CONDITIONS

401. PROJECT BOUNDARY & SITE

- a. Description of Irvington NDP Urban Renewal Area (Boundary): Beginning at a point on the West line of N.E. 7th Avenue which is 100 feet Northerly of the North line of N.E. Tillamook Street, said point being 77.68 feet Westerly and 100 feet Northerly of the Southwest corner of Block 119, West Irvington Addition, as measured along the North line of N.E. Tillamook Street and the West line of N.E. 7th Avenue; thence Northerly along said West line of N.E. 7th Avenue to the North line of N.E. Fremont Street; thence Easterly along the North line of N.E. Fremont Street to the East line of N.E. 21st Avenue; thence Southerly along said East line of N.E. 21st Avenue to the South line of N.E. Tillamook Street; thence Westerly along the South line of N.E. Tillamook Street to a point 100 feet West of the West line of N.E. 16th Avenue; thence at right angles Northerly 160 feet to a point; thence Westerly along a line lying 100 feet North of the North line of N.E. Tillamook Street to the West line of N.E. 14th Avenue; thence Northerly along said West line of N.E. 14th Avenue 50 feet; thence at right angles Westerly to the East line of N.E. 12th Avenue; thence Southerly along said East line of N.E. 12th Avenue 50 feet; thence Westerly along a line lying 100 feet North of the North line of N.E. Tillamook Street to the West line of N.E. 7th Avenue, the point of beginning, situated in the City of Portland, County of Multnomah, and State of Oregon.
- b. The Project Site, Irving Park, is as shown on the Drawings.

402. TIME FOR COMPLETION

The work which the Contractor is required to perform under this Contract shall be fully completed, except for lawn maintenance, within 120 consecutive calendar days after the receipt of the Notice to Proceed. Refer to Section 1A for Sequence of Work.

403. LIQUIDATED DAMAGES

As actual damages for any delay in completion of the work which the Contractor is required to perform under this contract are impossible of determination, the Contractor and his Sureties shall be liable for and shall pay to the Local Public Agency the sum of Two Hundred Dollars (\$200.00) as fixed, agreed and liquidated damages for each calendar day of delay from the above dates stipulated for completion, or as modified in accordance with Section 109, CHANGES IN WORK under GENERAL CONDITIONS, PART I, until such work is satisfactorily completed and accepted.

404. PARTIAL USE OF SITE IMPROVEMENTS

The Local Public Agency, at its election, may give notice to the Contractor and place in use those sections of the Improvements which have been completed, inspected and can be accepted as complying with the Technical Specifications and if in its opinion each such section is reasonably safe, fit and convenient for the use and accommodation for which it was intended, provided:

DIVISION M  
SPECIAL CONDITIONS

a. The use of such sections of the Improvements shall in no way impede the completion of the remainder of the work by the Contractor.

b. The Contractor shall not be responsible for any damages or maintenance costs due directly to the use of such sections.

c. The use of such sections shall in no way relieve the Contractor of his liability due to having used defective materials or to poor workmanship.

d. The period of guarantee stipulated in the Section 132 GENERAL GUARANTY under GENERAL CONDITIONS, PART I, shall not begin to run until the date of the final acceptance of all work which the Contractor is required to construct under this Contract.

405. CONTRACT DOCUMENTS AND DRAWINGS

The Local Public Agency will furnish the Contractor without charge up to 8 copies of the Contract Documents, including Technical Specifications and Drawings. Additional copies requested by the Contractor will be furnished at cost of reproduction.

406. DIVISION, SECTION & PARAGRAPH NUMBERING

Numbering and lettering of Sections and Paragraphs in these specifications are merely for identification and may not be consecutive. Sections included are listed in "Table of Contents". Contractor shall check his copies of Contract Documents.

407. SPECIFICATIONS

Segregation of the specifications into Divisions and Sections conforms roughly to customary practice. They are used for convenience only. The Local Public Agency is not bound to define limits of any subcontract, and will not enter into disputes between Contractor and his employees, INCLUDING SUBCONTRACTORS. No Responsibility, either direct or implied, is assumed by the Local Public Agency for omission or duplications by the Contractor or his subcontractors, due to real or alleged error in arrangement of matter in these Contract Documents.

408. NUMBER OF SPECIFIED ITEMS REQUIRED

Wherever in specifications an article, device, or piece of equipment is referred to in singular number, such reference shall include as many such items as are shown on Drawings or required to complete installation.

DIVISION M  
SPECIAL CONDITIONS

409. ABBREVIATIONS

AASHO	American Association of State Highway Officials, 917 National Press Bldg., Washington D. C. 20004
ACI	American Concrete Institute, P. O. Box 4754, Redford Station, Detroit, Michigan 48219
APA	American Plywood Association, 119 "A" Street, Tacoma, Washington 98401
ASTM	American Society for Testing Materials, 1916 Race St., New York, New York 10016
AISC	American Institute of Steel Construction, Inc., 101 Park Avenue, New York, New York
AWPA	American Wood-Preservers' Association, 1012 Fourteenth St., N. W., Washington, D. C. 20005
CS	Commercial Standards of U. S. Department of Commerce, Washington D. C. 20025
DFPA	Douglas Fir Plywood Association, P. O. Box 1337 Tacoma, Washington 98401
PS	Product Standards of U. S. Department of Commerce, Washington, D. C. 20025
UBC	Uniform Bldg. Code of International Conference of Bldg. Officials, 50 S. Los Robles, Pasadena, Calif. 91101
UL	Underwriter's Laboratories, 207 East Olive St., Chicago, Illinois 60611
WCLIB	West Coast Lumber Inspection Bureau, 1950 S. W. Skyline Blvd., Portland, Oregon
WWPA	Western Wood Products Association, 1500 Yeon Bldg., Portland, Oregon 97204
ASA	American Standards Association, 10 East 40th Street, New York, New York 10016



DIVISION M  
SPECIAL CONDITIONS

410. STANDARD SPECIFICATIONS

References in the Technical Specifications to standard specifications issued by above-named organizations or other organizations shall mean edition current on date of Invitation to Bid, unless otherwise noted. Wherever referenced standard specifications contain provisions which conflict with the Contract Documents, the Contract Documents shall govern.

411. NOT USED

412. LINES & LEVELS

- a. Property lines, existing bench mark, existing and proposed grades, trees, improvements are indicated on drawings.
- b. Contractor shall employ a registered civil engineer or registered surveyer or an experienced and competent person approved by the Engineer to establish construction control lines and grades: be responsible for accuracy.
- c. Provide all construction lines and grade staking necessary for proper performance of the required work. Additional staking shall be provided when requests shall be within normal practice of engineering procedure of type of work being performed.

413. STORAGE OF MATERIALS

Adequately protect all materials to be used on project from damage and where applicable, intrusion of moisture.

414. ACCESS TO ABUTTING STORAGE FACILITIES

Contractor shall exert maximal reasonable efforts to maintain services and accesses to the park storage building adjacent to the Tot Play Area during such hours that said facilities are in use.

DIVISION M  
SPECIAL CONDITIONS

415. PROJECT RECORD DOCUMENTS

1. Documents:

Maintain at job-site one copy of all Drawings; Specifications; Addenda; approved Shop Drawings; Change Orders; Field Orders; other Contract Modifications; and other approved documents submitted by Contractor in compliance with various sections of the specifications.

2. Identification & Maintenance:

Each of these Project Record Documents shall be clearly marked, "Project-Record Copy"; maintained in good condition; available at all times for inspection by Engineer; and not used for construction purposes.

3. Records:

a. Mark up the most appropriate Document to show:

1. Significant changes made during construction process;
2. Significant detail not shown in the original Contract Documents.

b. Information given shall include, but shall not be limited to:

1. Location of underground utilities and appurtenances referenced to permanent surface improvements.
2. Indicate exact location and depth of underground electrical, mechanical and irrigation system.

c. Keep Project-Record Documents current. Do not permanently conceal any work until required information has been recorded.

DIVISION M  
SPECIAL CONDITIONS

4. Submittal:

Upon completion of the Project and prior to final acceptance submit to the Engineer an original set of Project Record Drawings, drawn on an approved, good quality tracing paper. Also submit the marked up set of Documents.

416. OWNER'S MAINTENANCE BROCHURE

Provide at project completion four hardbound loose leaf binders each of which shall include the following:

1. Copies of all required bond, guarantees, certificates, etc.
2. Operating and maintenance instructions for all Irrigation, Mechanical, and Electrical equipment.
3. Names and addresses and phone numbers of all manufacturers and suppliers of said equipment.

417. REPAIR OF EXISTING MATERIAL

Patch and match existing materials as required by work of this contract, as directed. No surfaces shall be unfinished at project completion.

418. DEFECTIVE AND DAMAGED WORK

General Contractor responsible, from whatever cause, refinish at Contractor's expense. Repair work damaged during construction.

419. CUTTING AND PATCHING

All cuts made in completed work shall be patched to the satisfaction of the Engineer. Patching shall match the finish, color, and physical characteristics of the cut material.

Cutting of concrete paving at construction joints and score joints only. Saw cut pavement at score joints.



## 420. VEHICULAR TRAFFIC CONTROL

All vehicular control shall be as directed by the City of Portland Bureau of Traffic.

## 421. CERTIFICATES OF COMPLIANCE

Submit product certifications using following form.

# MANUFACTURER'S AFFIDAVIT

(Person's Name) being first duly sworn, deposes and says:

He further states that the above-mentioned product does in fact meet or exceed all requirements of (Division#, Section#, Paragraph #) of the Technical Specifications for IRVING PARK Improvement Phase 2, Portland, Oregon.

DIVISION M  
SPECIAL CONDITIONS

421. CERTIFICATES OF COMPLIANCE (CONT'D.)

Seal:

Signature of:

(Officer's signature) \_\_\_\_\_

Title \_\_\_\_\_ (Office Held) \_\_\_\_\_

For \_\_\_\_\_ (Firm Name) \_\_\_\_\_

Of \_\_\_\_\_ (Firm Address) \_\_\_\_\_

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

My commission expires \_\_\_\_\_, 19\_\_\_\_.

422. EXISTING UNDERGROUND UTILITIES

In such cases where latent subsurface conditions not indicated on the Drawings or incapable of being reasonably anticipated are encountered, reimbursement to the Contractor by change order will be made in accordance with Division I, General Conditions, Part I.

423. PERMITS

The Portland Development Commission will pay for all City of Portland permits necessary for construction of the improvements required in this Contract. Contractor shall secure and sign all such permits. Refer to General Conditions, Part I, Section 119 PERMITS AND CODES.

424. MEASUREMENTS

Before ordering any material or doing any work, the Contractor shall verify all measurements, both horizontal and vertical, at the job site and shall be responsible for the correctness of same. No extra charge or compensation will be allowed on account of difference between actual dimensions and the measurements indicated on the Drawings; any difference which may be found shall be submitted to the Engineer for consideration before proceeding with the work.

DIVISION M  
SPECIAL CONDITIONS

425. UTILITIES

The Contractor may connect to existing electrical and water services as required for temporary facilities specified in Section 1C, Temporary Facilities, as Approved. City of Portland Bureau of Parks will pay water and electrical energy costs. Contractor shall be responsible for cost of temporary connections and removal of such connections. Contractor shall utilize only that water and electricity required to complete the improvements and shall not permit the water and electricity to be wasted unnecessarily.

End of Division M



DIVISION N  
SCHEDULE OF DRAWINGS

501. DRAWING SCHEDULE

SHEET NUMBER	SHEET TITLE	SHEET QUANTITY
1	Title Sheet	1
2	Dimension & Reference	1
3	Grading, Drainage & Mechanical	1
4	Fountain Details	1
5	Playcourt, Tennis Courts	1
6	Storage Building 'A' Remodel	1
7	Basketball Court Shelter	1
8	Irrigation	1
9	(Not Used)	0
10	Building Addition & Electrical Service, Building 'B'	1
11	Existing Conditions & Miscellaneous	1
12	Existing Conditions	1
*I-1	Irrigation Keys	1
*I-2 & I-3*	Irrigation Details	2

(\* Bound herewith, 8½x11")

End of Division N

SECTION 1A  
STATEMENT OF WORK

The General Conditions, Parts I, II, and III, Special Conditions and Division 1, General Requirements, are part of the requirements of this Section as fully as if repeated herein.

1A-1 WORK INCLUDED

The scope of Work shall include all improvements shown on the Drawings and/or specified in the specifications. The scope of schedules and alternates is as described in Section 1B, Bid Schedules & Alternates.

1A-2 WORK BY OTHERS

Installation of pipe sleeves for removable outfield fence located in the outfields of the two northerly baseball diamonds. Refer to Section 1B for Work under the several Base Bids.

1A-3 SEQUENCE OF WORK

Work sequence may proceed at Contractor's option except that installation of the irrigation lines in the playing areas of the baseball fields including repair and reseeding of existing lawn shall be given priority over other work. Also the baseball fields shall be in a playable condition by 4:30 P.M. each week day and all day Saturdays and Sundays.

End of Section 1A

SECTION 1B  
BID SCHEDULES & ALTERNATES

The General Conditions, Parts I, II, and III, Special Conditions and Division 1, General Requirements are part of the requirements of this Section as fully as if repeated herein.

1B-1 GENERAL

Each bidder shall state in his bid, in spaces provided therefor in the Bid Form:

- a. His bid price for performing Work of any one or all of the Schedules indicated in paragraph 1B-2 below.
- b. Alternate bids, stating sums to be added to or deducted from the indicated Schedules for adding, deleting or changing construction as indicated in paragraph 1B-3 below.

1B-2 BID SCHEDULES

Includes all work indicated on Drawings and/or specified, excepting only Work noted N.I.C. (Not in Contract) on the Drawings, work included in the additive Alternate Bids, paragraph 1B-3, and work indicated "By Others".

A. Bid for Schedule A, Irrigation System & Domestic Water

Includes construction of the irrigation system and domestic water system work indicated on Sheets No. 8, 9, and I-1 thru I-3, of the Drawings and specified, Sections 2I and 15A. The irrigation work includes the addition to existing water meter vault, disconnection of existing water distribution system, restoration of existing lawn destroyed or damaged during construction of the irrigation and domestic water system. The domestic water system terminates at the downstream side of vacuum breaker for the fountain water supply under this Schedule A.

B. Bid for Schedule B, Basketball Court Shelter

Includes all work required for the construction of the Basketball Court Shelter and related work indicated on Sheet No. 7 of the Drawings; the installation of electrical conduit and conductors from Bldg. 'B' to the Basketball Court Shelter and Bldg. 'C' and electrical equipment specified. Electrical equipment related to control of lighting and electrical service to the Basketball Shelter and Bldg. 'C' that is located in Bldg. 'B' is not included in this Bid for Schedule B. The work under this Bid for Schedule B also includes the restoration of existing lawn destroyed as a result and during the performance of the required work.



SECTION 1B  
BID SCHEDULES & ALTERNATES

C. Bid for Schedule C, Other Improvements

Includes all work required for construction of all improvements indicated on the Drawings and/or specified EXCEPT those improvements included in Schedules A & B and Alternate No. 1.

D. Bid for Schedule D, Improvements Included in Schedules A, B, & C Combined.

Includes construction of all improvements indicated on the Drawings and/or specified (work under Bids for Schedules A, B, and C combined), excepting work included in the following alternate bids.

1B-3 A. Alternate No. 1 to Bid for Schedule C

Add all work required to complete the construction of the Play Court Area as indicated on Sheet No. 5 of the Drawings and specified, including restoration of existing lawns damaged during construction of the Play Court Area. Play Court Area is bounded in general by the existing tennis court retaining wall on the west, north line of the tennis courts on the north, west building line of existing Bldg. 'A' on the east, and the south property line on the south.

B. Alternate No. 1 to Bid for Schedule D

Add all work required to complete the construction of the Play Court Area as indicated on Sheet No. 5 of the Drawings and specified, including restoration of existing lawns damaged during construction of the Play Court Area. Play Court Area is bounded in general by the existing tennis court retaining wall on the west, north line of the tennis courts on the north, west building line of existing Bldg. 'A' on the east, and the south property line on the south.

1B-4 ADJUSTMENTS

Bid prices for alternate bids shall include adjustments in work of all trades as may be necessary because of such addition, deletion, or substitution.

1B-5 BALANCED BIDDING

All alternate bids shall be "balanced" and shall represent true value of work to be performed.

End of Section 1B

SECTION 1C  
TEMPORARY FACILITIES

The General Conditions, Parts I, II, and III, Special Conditions and Division 1, General Requirements are part of the requirements of this Section as fully as if repeated herein.

A. SIGNS

1. Project Sign:

None required.

2. Other Signs:

Subject to prior approval of the Engineer as to size, design, type, and location and to local regulations, the Contractor and his sub-contractors may erect temporary signs for purposes of identification and controlling traffic. The Contractor shall furnish, erect and maintain such other signs as may be required by Safety Regulations or as necessary to safeguard life and property. Place no other signs or advertisements on premises.

B. TELEPHONE

Provide non-coin box telephone. Install when work is started, maintain until full completion, pay all charges. Allow all those connected with Work to use, provided they pay for toll calls. Telephone may be located in existing Storage/Utility Building (Bldg. 'A') or in field office.

C. HEAT

Temporary 'portable' heaters as may be required and as approved by the City of Portland Fire Bureau shall be provided by the Contractor. Refer to various technical specification Sections for temperatures required for work of various trades.

D. DRINKING WATER

Refer to Section 122, General Conditions, Part I.

E. TOILETS

Refer to Section 122, General Conditions, Part I.

F. UTILITIES

1. General: Furnish by methods approved by Engineer, temporary power, lights, and water all as required to maintain safety, security and to execute Work. Refer to Section 425, Division M.

SECTION 1C  
TEMPORARY FACILITIES

G. BARRICADES, SAFETY GUARDS AND WARNING DEVICES

The City of Portland will not provide barricades, safety guards, and warning devices for purposes of controlling traffic and pedestrians; consequently the Contractor shall provide them at required locations and as required for protection of persons and property in accordance with the General Conditions.

H. SHEETING, SHORING AND BRACING

1. Sheet, brace and shore sides of excavations as necessary to prevent cave-ins.
2. Repair slides and cave-ins should they occur.
3. Persons shall not be permitted to enter excavations unless adequate sheeting, shoring and bracing is in place.
4. Remove sheeting, shoring and bracing before or during backfilling operations.

I. FIELD OFFICES AND SHEDS

The Contractor and his subcontractors may maintain such office and storage facilities on the project site as are necessary for the proper conduct of the Work. These shall be located so as to cause no interference to any work performed on the site. Location shall be as Approved.

J. PRESERVATION & PROTECTION OF EXISTING TREES, SHRUBS & LAWN

Every effort shall be made to protect all plantings on and adjacent to the Project site with the exception of those noted specifically to be removed. Temporary barricades shall be erected around all shrubbery, lawns and other planting, and to the dripline of all trees prior to commencement of demolition or construction and shall not be removed until all portions of the site work potentially injurious to plantings are completed. Trees shall be protected from stockpiling, vehicle driving and parking under the spread of the tree; and all plantings shall be protected from the dumping of refuse or chemically injurious materials or liquids and the continual puddling or running of water. Damage resulting from the Contractor's failure to observe the above precautions shall result in compensation to the injured parties involved in an amount to be determined by the Local Public Agency.

K. REMOVAL OF TEMPORARY FACILITIES

Upon completion of the Improvements, or as directed by the Engineer, the Contractor shall remove all such temporary structures and facilities from the Project site and leave the site of the Work in the conditions required by the Contract.

End of Section 1C



SECTION 1D  
INSPECTION & TESTS

The General Conditions, Parts I, II, and III, Special Conditions and Division I, General Requirements, are part of the requirements of this Section as fully as if repeated herein.

1D-1 GENERAL

A. GENERAL CONDITIONS

Refer to Section 118, General Conditions, Part I.

B. GENERAL INSPECTIONS

Inspection and tests specified herein are in addition to any performed by Building Official as required by Building Code.

C. SPECIAL INSPECTOR

Independent Testing Laboratory as selected by Local Public Agency.

D. DUTIES OF SPECIAL INSPECTOR

Provide inspection of work listed below; make tests required by these specifications, and in accordance with Building Code.

Submit written reports of inspection to the Local Public Agency, Engineer, Landscape Architect, Building Officials and Contractor.

E. NOTICES

Contractor shall notify Engineer at least 24 hours before work requiring special inspection is started.

F. COSTS

Refer to Section 118, Division I, General Conditions, Part I.

G. LIABILITY

Laboratory service is provided by Local Public Agency as assurance to itself, and in no way relieves Contractor of his own responsibility for quality material and workmanship required to meet specifications.

SECTION 1D  
INSPECTION & TESTS

1D-2 DETAILED REQUIREMENTS

A. CAST-IN-PLACE CONCRETE

1. Concrete slump tested as follows:
  - a. In accordance with ASTM C 143-66
  - b. Tests prepared from same batch as that employed in preparing strength test specimens.
  - c. If measured slump falls outside specified limits retest immediately from another portion of same load. In the event of second failure concrete shall be considered so failing.
2. Strength test cylinders prepared as follows:
  - a. In accordance with ASTM C 31-66.
  - b. Prepare at least four test cylinders for each strength of concrete.

B. SOILS & GRANULAR FILL DENSITY TESTING

In accordance with ASTM or AASHO standard tests.

C. GLUE-LAMINATED LUMBER

1. At Plant: Check grades and species of materials, moisture content, preparation of materials, glue mixing, spreading, and clamping, appearance, protection, size and length.
2. At Project Site: Check erection.

End of Section 1D

SECTION 2C  
DEMOLITION

The General Conditions, Parts I, II and III, Special Conditions and Division I, General Requirements, are part of the requirements of this Section as fully as if repeated herein.

2C-1 GENERAL

A. WORK INCLUDED

All demolition work indicated on the Drawings, specified, or required for completion of Work under this Contract.

B. RELATED WORK SPECIFIED ELSEWHERE

Barriers, safety guards and warning devices: Section 1C and Division I, General Conditions, Part I.

Removal and replacement of existing tennis court fencing: Section 2G.

Reinstallation of existing play equipment: Section 2K.

C. BURNING

Shall not be permitted.

D. EXISTING PROJECT CONDITIONS

Determine extent of work requirements and limitations before proceeding with work.

E. PROTECTION

Protect existing improvements to remain and surrounding areas to preclude damage during execution. Meet requirements of Section 1C.

Exercise all necessary safety precautions.

Sprinkle dust as necessary to accomplish prompt settlement of dust.

F. ALTERNATES

Refer to Section 1B for possible effect on Work of this Section.

2C-2 PRODUCTS

A. MATERIAL SALVAGE

Contractor shall claim all salvage rights, and remove all materials from project site, except all serviceable equipment and materials as determined by the Engineer and those items indicated on the Drawings or specified for pickup by the City of Portland Park Bureau.



SECTION 2C  
DEMOLITION

2C-3 EXECUTION

A. PLAY EQUIPMENT

Dismantle and completely remove, including concrete footings. Remove concrete from metal to extent practical. Contractor shall repair and/or replace at his expense any equipment damaged during removal operations.

B. ASPHALTIC CONCRETE PAVING

Remove where indicated and as required to complete improvements under this Contract. Saw cut AC paving when adjacent to paving to remain, as Approved.

C. CONCRETE PAVING AND STRUCTURES

Remove where indicated and as required to complete improvements under this Contract. Saw cut concrete paving where adjacent to paving to remain, as Approved.

D. OTHER EXISTING IMPROVEMENTS AND ITEMS

Remove as indicated on Drawings or required to complete improvements under this Contract.

E. STORAGE ON SITE

Store material to be picked up by City of Portland Park Bureau and material to be reinstalled in a secure location.

F. CLEANUP

Allow no debris or materials to accumulate in buildings, or project site.

Haul debris and demolition materials except as indicated away from project site, as soon as removed.

Disposal shall be at Contractor's expense.

End of Section 2C

## SECTION 2D EARTHWORK

The General Conditions, Parts I, II and III, Special Conditions and Division 1, General Requirements, are part of the requirements of this Section as fully as if repeated herein.

### 2D-1 GENERAL

#### A. RELATED WORK SPECIFIED ELSEWHERE

Layout and grade staking: Division M, Special Conditions.

Bracing, shoring and sheeting: Section 1C.

Site Drainage excavation and backfill: Section 2F.

Irrigation system excavation and backfill: Section 2I.

Crushed rock fill for asphaltic concrete paving at Playcourt and tetherball circle: Section 2L.

Mechanical & electrical excavation and backfill: Section 15 & Division 16.

#### B. MONUMENTS

Carefully maintain bench marks, monuments and other reference points.

If disturbed or destroyed, replace as directed.

#### C. UTILITIES

Protect active utilities encountered; notify persons owning same.

#### D. QUANTITY SURVEY

Contractor responsible for calculations of quantities of cut and fill from existing site grades and stockpiles to proposed finish grades shown on Drawings and specified.

#### E. LINES & GRADES

Work shall be in accordance with the lines, slopes and grades indicated on the Drawings or as approved by the Engineer.

#### F. WORKMANSHIP

Perform work in accordance with recognized standard and efficient methods. Operators of equipment shall be conscientious and skilled.

SECTION 2D  
EARTHWORK

G. TOLERANCES

Grading tolerances shall be plus or minus one tenth (1/10) foot.

H. DUST CONTROL

Protect persons and property from damage and discomfort caused by dust; water as necessary and when directed to quell dust.

I. SOIL BEARING TESTS

Should doubt exist as to bearing capacity of soil, Engineer may order tests at Local Public Agency's expense.

J. EXISTING CONDITIONS

Contractor shall accept Project site in its existing condition subject to work required to be performed by others, as of the Contract date, and shall make no extra claim because of any condition that may not have been shown on the Drawings.

K. PROTECTION

Protect surrounding areas, surfaces, work, trees and shrubs to preclude damage, excessive compaction of adjacent soil and intrusion of materials into adjacent soil during execution.

Protect base aggregate from intrusion of foreign materials.

L. ALTERNATES

Refer to Section 1B for possible effect on Work of this Section.

2D-2 PRODUCTS

A. IMPORTED TOPSOIL

1. Natural, fertile, garden or river sandy loam possessing characteristics of representative loams available in the vicinity of the Project Site and similar to topsoil at Project Site.
2. Shall be free of roots, bulbs and seeds of all noxious weeds, sticks, clods, stones, vegetation, and debris.
3. Submit samples for Approval.

B. CRUSHED ROCK FILL MATERIAL

Meet requirements of State of Oregon Standard Specifications for Highway Construction, 1970 edition, subsection 703.07, Aggregate for Aggregate Base.



SECTION 2D  
EARTHWORK

C. EXISTING TOPSOIL--DEFINITION

1. The top 6 to 9 inches of soil stripped from Project site in areas requiring excavation.
2. Engineer's decision shall be final as to determination of what existing earth material is of topsoil quality.

2D-3 EXECUTION

A. TOPSOIL STRIPPING

1. Strip topsoil to a minimum depth of six (6) inches below existing ground level prior to any required filling except fill areas scheduled to receive topsoil fill.
2. Strip areas requiring excavation exceeding six inches to a minimum depth of six (6) inches below existing ground level.
3. Stockpile topsoil for redistribution as specified under this Section at locations as Approved. If redistribution is possible immediately after stripping operation, stockpiling is not required.
4. Keep topsoil free of sticks, clods, large rocks, and subsoils.

B. EXCAVATING & GRADING

1. Excavate as required for work shown on Drawings or specified.
2. Allow ample space for form work and installation of Improvements.
3. Excavate and grade site areas to uniform levels and slopes between grades shown on the Drawings.

Section 2D  
EARTHWORK

4. Remove materials of every nature and description encountered in obtaining indicated lines and grades which in the Engineer's opinion can be loosened and removed by hand tools, power shovels, tractors, half-yard self-propelled backhoe with or without ripper teeth, and one yard power shovel with or without ripper teeth. Assume that all excavations to indicated lines, grades can be done by such methods.

C. DEPTH OF FOOTING EXCAVATION

1. Excavate to solid bearing at elevations no higher than those shown on Drawings.
2. Drawings show Contract excavation depths.
3. Adjustments for additional excavation requested by Engineer shall be made by Change Order.

D. EXCAVATION VARIATIONS

1. Additional Excavation:
  - a. Should soilbearing capacity prove inadequate at subgrade levels as indicated, additional excavation may be required by Engineer.
  - b. Contract shall be adjusted by Change Order.
2. Unauthorized Excess Excavation: Where excess or unauthorized excavation through error takes place beyond indicated lines, grades, fill at no extra cost to Local Public Agency to indicated subgrade.

E. WATER & FROST

1. Keep earth under footings, slabs and paving reasonably dry and free from frost.
2. Should bearing surfaces be softened by water or frost, re-excavate to solid bearing and fill with compacted gravel at Contractor's expense.

SECTION 2D  
EARTHWORK

F. COMPACTION OF SUBGRADE

After completion of stripping and excavation operations at locations of concrete slabs, walks, steps and asphaltic concrete paving, scarify and compact the surface six inches (6") of subgrade to 95% of Relative Maximum Density as determined by AASHO T99, prior to placement of crushed rock fill.

G. FILLING

1. General:

- a. Use Approved materials only for fills.
- b. Make fills as soon as feasible to insure maximum settlement.

2. Compaction of Fills:

- a. Compact to 95% of Relative Maximum Density as determined by AASHO T99 under concrete slabs, walks and steps; 80% in accordance with said Standard, or Approved, elsewhere.
- b. Place fill materials only at optimum moisture content required to obtain required compaction densities.
- c. Place topsoil loose, compact lightly.

3. Granular Fill under Concrete Slabs, Walks & Stairs: Provide 4-inch (minimum) top layer of clean, crushed rock,  $-3/4"+0"$  size, over compacted subgrade.

4. Earth Fills:

- a. Grade areas to uniform levels and slopes between indicated grades as shown on the Drawings.
- b. Place excavated earth fill material in lifts not exceeding 8 inches in depth.
- c. Slope ground away from building walls to facilitate drainage.
- d. Round surfaces at abrupt changes in levels.
- e. Should figures conflict with contours on Drawings consult Engineer.



SECTION 2D  
EARTHWORK

- f. Allow for topsoil, as specified.
- g. Allow for new materials installed directly above.
- h. Establish rough finish grades in accordance with the lines, slopes and grades indicated on the Drawings.

5. Topsoil Fill:

- a. Use existing and imported topsoil fill material as the final 4 to 6 inch (minimum) layer of fill, except where other improvements are indicated.
- b. Quantity of imported topsoil as indicated on Drawings.
- c. Scarify subgrade to a minimum depth of 4 inches immediately prior to placement of topsoil fill.
- d. Compact lightly as necessary to prevent future settlement.
- e. Establish rough finish grades in accordance with the lines, slopes and grades indicated on the Drawings.

H. FIELD QUALITY CONTROL

The Local Public Agency will obtain density samples and testing by separate contract as may be directed by the Engineer.

End of Section 2D

SECTION 2F  
SITE DRAINAGE

The General Conditions, Parts I, II and III, Special Conditions and Division 1, General Requirements, are part of the requirements of this Section as fully as if repeated herein.

2F-1 GENERAL

A. WORK INCLUDED

Catch basin/dry well, sub-drainage systems.

B. RELATED WORK SPECIFIED ELSEWHERE

Wood header at perimeter of fountain paving: Section 6A.

Steel catch basin, storm sewer system, roof and fountain drainage systems: Section 15A.

C. PROTECTION

Protect existing improvements, surrounding areas and surfaces to preclude damage and unnecessary disturbance during execution.

D. ALTERNATES

Refer to Section 1B for possible effect on Work of this Section.

2F-2 PRODUCTS

A. MATERIALS

1. Drainage Gravel:  $-3/4+1/2$  inch clean, washed gravel.
2. Drain Pipe: Meet requirements of CS 116-54; perforated for sub-surface drainage; circular perforations  $5/16$  inch diameter 90 degrees apart and 3 inches o.c., two rows for 4-inch size and under, four rows for 6-inch size and larger; or concrete drain tile meeting requirements of ASTM C-412 for open joint and ASTM C-14 for tight joint, Standard Grade.
3. Tile Cover: 15-1b. asphalt saturated felt, 10-inch width for 4-inch tile.
4. Catch Basin Cover with Metal Grate: As manufactured by Brooks Concrete Products Co., Portland, Oregon; or Approved.
5. Transite Pipe: Meet requirements of ASTM C296, Class 150.

SECTION 2F  
SITE DRAINAGE

6. Soil Barrier: "Poly-Filter 'X'", Carthage Mills, Inc., Cincinnati, Ohio; "Weed-Chex Nursery and Landscape Mat" (fiber-glass), Brighton By-Products Co., Inc., New Brighton, Pa.; "Filtamatt" Architectural Specialty Co., Sonnevile, New Jersey and Vancouver B.C.; "Petromat" grey fabric, Phillips Petroleum Co., Bartlesville, Oklahoma and Manuf. Rep., Portland, Oregon; Or Approved.
7. Other Materials: As indicated on Drawings or required.

2F-3 EXECUTION

A. CATCH BASIN/DRYWELL INSTALLATION

Construct as indicated on Drawings.

B. SUB-DRAINAGE SYSTEMS

1. Excavate for and install drain pipe as indicated and required.
2. Lay drain pipe straight on a compacted gravel bed with an even fall, 1/2% minimum slope.
3. Lay open joint concrete tile with 1/4-inch open joints.
4. Place tile cover over top half of concrete tile open joints.
5. Fill with drainage gravel, to subgrade required to allow for thickness of topsoil or other improvement as indicated on Drawings.
6. Place soil barrier over drainage gravel lap joints 8 inches.
7. Connect drain pipe to existing drainage systems or catch basins as indicated on Drawings.

End of Section 2F



SECTION 2G  
FENCING

The General Conditions, Parts I, II, and III, Special Conditions and Division 1, General Requirements are part of the requirements of this Section as fully as if repeated herein.

2G-1 GENERAL

A. WORK INCLUDED

Remove and replace west tennis court fence and gates, 4-foot high fence, extension to increase height of baseball backstops, cover at one existing dugout.

B. RELATED WORK SPECIFIED ELSEWHERE

Concrete mowing strip at 4-foot fence: Section 3D.

New Header board at west tennis court fence: Section 6A.

C. WORK INCLUDED but SPECIFIED ELSEWHERE

Concrete footings: Section 3D.

D. STANDARD SPECIFICATIONS & CONSTRUCTION DETAILS

Meet requirements of Chain Link Fence Manufacturer Institute, hereinafter referred to as CLFMI published in Sweets Architecture File, as Engineer judges them applicable except as supplemented or modified under this Section.

E. SHOP DRAWINGS

Submit in accordance with General Conditions.

Show layouts, dimensions and pertinent details. List materials. Show post anchoring and connection details.

F. CERTIFICATE OF COMPLIANCE

Submit evidence satisfactory to Engineer that materials and finishes meet requirements of these specifications.

G. ALTERNATES

Refer to Section 1B for possible effect on Work of this Section.

2G-2 MATERIALS

A. EXISTING MATERIALS

Use existing tennis court fence materials salvaged to fullest extent practicable.

SECTION 2G  
FENCING

Contractor may use new materials in lieu of salvaged materials. All salvaged materials not utilized shall become property of the Portland Park Bureau.

B. GENERAL REQUIREMENTS

All posts, rails, rods, bars, fittings and appurtenances shall be hot-dipped zinc-coated steel per ASTM specifications A-120, A-123, and A-153, whichever is applicable.

C. FABRIC

Chain Link meeting requirements of ASTM RF191, 2-inch mesh, No. 9 gauge wire; hot-dip galvanized after weaving, 1.20 oz. passing 6 dip emersion Presse Test. Top and bottom selvages with knuckled finish. One width fabric in height as required.

D. BACKSTOP POSTS

2-inch I.D., tubular steel, 3.65 lbs. per lineal ft.

E. BACKSTOP RAILS

1½-inch I.D., tubular steel, 2.27 lbs. per lineal ft.

F. FENCE TERMINAL POSTS

2½-inch I.D. tubular steel, 5.79 lbs. per lineal ft.

G. FENCE INTERMEDIATE POSTS

Steel 'H' column, 2½x2", 4.1 lbs. per lineal ft.; or 2-inch I.D. tubular steel, 3.65 lbs. per lineal ft.

H. FENCE TOPRAILS

1½-inch I.D. tubular steel, 2.27 lbs. per lineal ft.

I. TENSION BARS

For attaching fabric to terminal posts, 1/4" X 3/4" high carbon steel.

J. TRUSS RODS

3/8" diameter round rod.

SECTION 2G  
FENCING

K. TENSION WIRE

No. 7 gauge galvanized coiled spring wire.

L. FITTINGS

All standard fittings required for the complete fence assembly shall be malleable cast-iron or pressed steel. All ferrous material shall be hot-dip galvanized.

2G-3 EXECUTION

A. HEIGHTS

As indicated on Drawings.

B. INSTALLATION

1. General:

- a. As indicated on Approved shop drawings and in accordance with CLFMI specifications and construction details except as herein modified.
- b. Set all posts in concrete footings having a minimum diameter of 9-inches at least 36-inches deep.
- c. All connections at backstops shall be welded.
- d. Securely fasten top rails to terminal posts by heavy pressed steel connection except as otherwise indicated. Pass through intermediate post tops and form a continuous brace between terminal posts. Couplings shall be outside sleeve type at least seven inches in length at approximately 20-foot spacings. One coupling in every five shall contain heavy spring to take up expansion and contraction of top rail.
- e. Equip posts with tops. Tubular post tops designed to exclude moisture from posts. All intermediate post tops designed to hold top rail.
- f. Fabric connections: Securely fasten chain link fabric to all terminal posts by tension bars with heavy 11-gauge pressed steel bands spaced 14 inches apart, to line posts with 6-gauge wire clips spaced 14 inches apart and to all rails with 9-gauge tie wires on 24-inch centers.



SECTION 2G  
FENCING

2. Four-Foot Fence:

- a. Install adjustable truss rods at corners from first line post to bottom of terminal post with Approved fittings.
- b. Stretch tension wire along bottom of chain link fabric 2 inches above finish grade and securely fasten to terminal posts; secure chain link fabric to tension wire with 11-gauge hog rings spaced 24 inches apart.

3. Backstop Extensions: Extend height 4 feet, lengths as indicated on Drawing. Fill angle section.

4. Dugout Cover: Provide at one existing baseball dugout as indicated on Drawings.

5. Existing Tennis Court Fencing:

- a. Remove existing west fence completely including concrete footings and header board.
- b. After resurfacing of tennis courts is complete, reinstall west fence, matching existing fence.

C. CONCRETE

Concrete shall meet requirements of Section 3D.

End of Section 2G

## SECTION 2H LAWNS

The General Conditions, Parts I, II, and III, Special Conditions and Division 1, General Requirements, are part of the requirements of this Section as fully as if repeated herein.

### 2H-1 GENERAL

#### A. WORK INCLUDED

Replacement of existing lawns eliminated by grading operations and repair of existing lawn damaged during construction of improvements; includes soil preparation, finish grading, seeding, temporary fence, maintenance.

#### B. RELATED WORK SPECIFIED ELSEWHERE

Topsoil placement, trench backfill, rough finish grading: Sections 2D & 2I and Divisions 15 & 16.

#### C. PLANTING TIME

Prepare soil and seed lawns, only during periods which are normal for such work as determined by the season, weather conditions and accepted practice.

#### D. GRADE CONDITIONS

Do not begin work in any lawn area until Engineer has inspected rough finish grades established and gives written approval to proceed.

#### E. GUARANTEE

In accordance with the General Conditions.

### 2H-2 PRODUCTS

#### A. FERTILIZERS

##### 1. General:

Approved brands conforming to applicable state fertilizer laws.

Dry forms uniform in composition dry and free flowing.

Deliver to the site in original unopened containers, each bearing manufacturer's guaranteed analysis.

##### 2. Commercial Mix: Type 'A': 16-16-8-5.

##### 3. Ammonium Phosphate: 16-20-0.

## SECTION 2H LAWNS

### B. MULCH MATERIALS

1. General: Free from noxious weed seed and all foreign material harmful to plant life.
2. Sawdust: Fir and/or Hemlock sawdust, aged, fine grind, 90% 1/16 to 1/8 size with no particles exceeding 1/2-inch size. Submit samples for approval.

### C. WATER

Suitable for irrigation, free from ingredients harmful to plant life. Refer to Section 1C.

### D. GRASS SEED

1. General: Oregon Certified Blue Tag grass seed conforming to applicable state laws. No noxious weed seeds. Submit guaranteed analysis.
2. Seed Mixture:

<u>Common Name</u>	<u>Weight Proportion</u>	<u>Minimum Purity</u>	<u>Minimum Germination</u>
Pennlawn Creeping Red Fescue	15%	98%	90%
Manhattan Perennial Ryegrass	70%	97%	90%
Merion Kentucky Bluegrass	15%	92%	75%

## 2H-3 EXECUTION

### A. GENERAL

Remove stones, sticks, mortar, concrete, rubbish, debris and any materials harmful to plant life.

### B. SEEDED LAWNS

1. Soil Preparation and Mixture: Thoroughly mix and pulverize the following proportions of materials to a minimum depth of 6 inches while in a moist condition; lightly compacted measurements:

4 to 6 inches of existing topsoil  
30 lbs. of commercial mix type 'A' fertilizer  
per 1,000 sq. ft.



SECTION 2H  
LAWNS

2. Seeded Bed Preparation:

- a. Immediately prior to sowing seed bring to an even, smooth finish grade. Roll lightly and evenly compact, remove hard, soft, high and low areas. Establish a friable fine textured seed bed.
- b. Finish grades shall be 1/2-inch to 3/4-inches below adjacent walks, header boards and paving.

3. Sowing Seed and Mulching:

- a. Sow grass seed mixture evenly with a mechanical spreader at 5 pounds seed to 1,000 sq. ft. of area.
  - b. Rake lightly with a wire rake, making shallow furrows. Cover with 1/8" sawdust mulch. Roll with a 200-pound roller.
  - c. Method of seeding operation may be varied at option of contractor when approved by Engineer. Contractor is responsible for establishing a thick uniform stand of grass.
4. Fertilizing: Apply ammonium phosphate with a mechanical spreader at application rate of 5 pounds per 1,000 sq. ft.
5. Initial Watering: Water with a fine spray ample to wet the soil, several inches in depth, immediately after seeding and fertilizing.

D. WATERING EQUIPMENT

1. Hose and other watering equipment required for performance of work furnished by Contractor.
2. Use of underground automatic irrigation system will be permitted provided erosion of the seed bed does not occur.

E. CLEANUP

1. Keep premises reasonably free from accumulation of debris.
2. At completion of each division of work, remove all debris, equipment and surplus materials.
3. Leave Project Site in a neat and orderly condition.

SECTION 2H  
LAWNS

F. TEMPORARY FENCE

1. Provide a temporary fence at the limits of lawn areas except at trench locations.
2. Unpainted broom handle posts four feet long, and untreated binder twine as approved.
3. Place posts ten feet apart, maximum. String 3 strands of twine between posts.
4. Provide 8½x11 cardboard signs attached to posts at 50-foot intervals, maximum, entitled "Thank You for not walking on Your New Grass."
5. Remove at end of lawn maintenance period.

G. PROTECTION

1. Protect all improvements from damage and staining.
2. Provide protective cover and barriers as required to prevent damage and staining.

H. MAINTENANCE

Begin maintenance immediately after\* each section of lawn is seeded. Continue maintenance as follows:

a. Seeded Lawns:

Protect and maintain by watering, mowing, reseeding and weeding through the second mowing, or 45 calendar days, whichever is longer, establishing a thick, weed-free, uniform stand of grass.

Mow grass at 1½-inch height when it attains a height of 2¼ inches. Remove grass clippings and dispose of at locations as approved.

b. General:

Notify Engineer in writing seven (7) calendar days prior to end of maintenance period for each area.

Provide maintenance beyond the required maintenance period necessary to achieve specified requirements as determined and directed by Engineer.

End of Section 2H

SECTION 2I  
IRRIGATION

The General Conditions, Parts I, II, and III, Special Conditions, and Division 1, General Requirements, are part of the requirements of this Section as fully as if repeated herein.

2I-1 GENERAL

A. WORK INCLUDED

Underground automatic (remote) controlled irrigation system including addition to existing water meter vault and new backflow prevention device.

B. WORK INCLUDED but SPECIFIED ELSEWHERE

Addition to existing water meter vault: Sections 2D, 3A, 3B, 3C, 3D, 4A, 4C, 7C & 7I.

C. RELATED WORK SPECIFIED ELSEWHERE

Lawn repair and restoration: Section 2H.

Domestic water supply and disconnection of existing water distribution system: Section 15A.

Electrical service to location of and connection to automatic controller, conduit to inside of building for control wiring; Division 16 and Electrical Drawings.

D. CONTRACTOR'S OPTION

Contractor may contract with Bureau of Water Works for constructing addition to water meter vault, removal of existing valves and installation of double check valve assembly. Contractor shall pay all costs.

E. DESIGN AND PLAN

1. The layout of the irrigation system is schematic, follow as closely as practicable.
2. Make no alterations or changes without prior approval of the Engineer.
3. The right is reserved for the Engineer to approve and authorize alterations in the locations of pipe lines, valves, and related equipment; also sprinkler heads as may be required to obtain complete irrigation coverage.

F. VERIFICATION OF DIMENSIONS

1. Before proceeding with the installation of any section or unit of the irrigation system, Contractor shall check and verify the correlation between ground measurements and the Drawings.
2. Advise the Engineer of any discrepancies.



SECTION 21  
IRRIGATION

G. SUBMITTALS

Provide product list and affidavits, Project Record Documents, Maintenance Brochure, all in accordance with Special Conditions, Division M.

H. PRODUCT LISTING

Submit prior to 15 days after Contract date and before beginning irrigation Work a list of all specified and Approved products proposed to be incorporated into the Work.

I. PROTECTION OF UNFINISHED WORK

Provide protection at all times ample to keep rock, dirt, gravel, debris, and all other foreign materials from entering piping, valves and other irrigation equipment.

J. ENVIRONMENTAL CONDITIONS

Solvent weld PVC pipe only during non-freezing weather.

Solvent weld PVC pipe only under cover in rainy weather.

K. UTILITIES

Protect active utilities encountered; notify persons owning same.

L. FIELD INSTRUCTION

Contractor shall obtain services of Manufacturer's representative to provide in-field instruction to the Contractor or his designated employees and the Engineer as to proper installation procedures and requirements for the 'Color Guard System' or other similar Approved system.

M. INSPECTION

Do not allow any work to be covered or enclosed until it has been inspected and tested.

N. STORAGE

Store PVC pipe and fittings out of direct sunlight.

O. TRENCH SHARING

Coordinate with work specified under Section 15A for installation of domestic water piping in irrigation trenches.

SECTION 2I  
IRRIGATION

P. EQUIPMENT FOR OPERATION

Provide the LPA with the following equipment, in addition to what is shown on the Drawings and specified:

- a. Two (2) Control and Drain Valve Operating Keys
- b. Three (3) Lock Cap Keys
- c. Four (4) Keys for locking automatic controller doors
- d. Two (2) Quick-Coupling Valve Couplers
- e. Two (2) Hose Swivels
- f. One (1) Gate Valve Wrench
- g. Two (2) Keys for Locking Valve Box Lids

Q. GUARANTEE

1. Guarantee the irrigation system work, or any part thereof, against defective material and workmanship for one year from the date of acceptance in accordance with General Conditions. Correct same without expense to Local Public Agency or City of Portland Park Bureau
2. Repair any settling of backfilled trenches occurring during a one-year period after final acceptance without expense to the Local Public Agency or City of Portland Park Bureau. Include complete restoration of all damaged planting, paving, or other improvements of any kind.

R. ABBREVIATIONS

Buckner: Buckner Sprinkler Co.  
Rain Bird: Rain Bird Sprinkler Manufacturing Co.  
Moody: Moody Sprinkler Co., Inc.

S. ALTERNATES

Refer to Section 1B for possible effect on Work of this Section.

2I-2 PRODUCTS

A. GENERAL

1. Materials and equipment shall be new and of brands, types, and manufacturer as shown on Drawings, specified in this Section, Or Approved.
2. Whenever reference is made to a product of a particular manufacturer, such reference shall be understood to be made for the sole purpose of facilitating the description and representative quality of the product intended for use.

SECTION 21  
IRRIGATION

3. Each type of material or model of equipment shall be of one manufacturer throughout.

B. SUBSTITUTIONS

1. Manufacturer's catalog numbers specified establish standard of quality required, but are not restrictive.
2. Similar products of other manufacturers may be substituted, if approved by Engineer in accordance with Instructions To Bidders.

C. MATERIALS

1. Irrigation Heads: Bronze and brass construction except as otherwise specified by model number reference.
2. Pipes and Fittings:
  - a. Markings: All PVC pipe and fittings shall bear the manufacturer's name or trade mark, material designation, nominal size, applicable IPS schedule or class rating, NSF seal of approval, and Product Standard number (pipe only).
  - b. PVC Pipe (polyvinyl-chloride plastic): PVC 1120, Class 200, SDR-21, meeting requirements of PS 22-70, IPS, NSF approved; color, white.
  - c. PVC Pipe Fittings: All fittings shall be injection molded of a polyvinyl-chloride compound featuring both high chemical resistance and high impact strength in compliance with cell classification 13454A as described in ASTM D1784; IPS, NSF approved; PVC 1120.
    - (1) Deep Socket PVC Pressure Fittings: Class 200, transparent PVC, meeting requirements of ASTM D2672, deep socket; Color Guard System Fittings as manufactured by R&G Sloane Manufacturing Co., Inc. (GSR). Socket dimensions shall be as recommended in Table I of the Short Form Specifications for PVC IPS Deep Socket Pressure Fittings published by GSR.
    - (2) Standard Weight PVC Pressure Fittings: Schedule 40, white or grey PVC, meeting requirements of ASTM D2456.
  - d. PVC Riser: PVC 1120, Schedule 80, meeting requirements of PS 21-70, IPS, NSF approved, threaded both ends, color, dark grey.



SECTION 21  
IRRIGATION

- e. Flex-Riser: As manufactured by King Bros. Industries, supplied by H. D. Fowler Co., Inc., Portland, Oregon and others.
  - f. Polyethylene Riser and Nipple: Molded flexible nipples, IPS, threaded both ends with lip.
  - g. Galvanized Pipe and Fittings: Standard weight Schedule 40 pipe, hot dipped galvanized and threaded. Screwed cast iron or galvanized malleable fittings.
3. PVC Solvent Cements & Primers:
- a. For Deep Socket PVC Pressure Fitting: 'Color Guard System' solvent cements and primers manufactured by R&G Sloane Manufacturing Co., Inc.
  - b. For Standard Weight PVC Pressure Fittings:
    - (1) Solvent Cement: NSF approved, for Type I & II PVC through 4-inch sizes meeting requirements of ASTM D2564.
    - (2) Primer: NSF approved; Weld-On No. P-70, Industrial Polychemical Service.
4. Automatic (Remote) Control Valve: Flow control adjustment with a cross or slotted type wheel for operation with a key. Buckner, 50 GE and 50 AE series; Moody, "Rain Master" Model RCV-170 series; Rain Bird, E series, electric.
5. Vacuum Breaker: None required.
6. Double Check Valve: Assembly devices with two gate valves shall be as approved by the City of Portland Bureau of Water Works; Beeco Model VC, Hersey #1, and Cla-Val DC, 3-inch size.
7. Manual Drain Valve: Buckner Model, No. 80M; Rain Bird, Model No. MVA-3/4.
8. Control Wire: Type UF Bearing U/L approval for direct underground burial in National Electrical Code Class II circuits. AWG sizes, minimum size #14. Conductor of electrical conductivity-grade copper meeting requirements of ASTM B-3.
9. Electrical Connectors: Scotch-Lock connector sealing pack No. 3577 with Type R electrical connectors; Rain Bird Pen-Tite Wire Connectors, No. PT 101 thru 104.

SECTION 21  
IRRIGATION

10. Automatic Controllers: Rainbird Rain Clox Controller Model No. RC-18 WB, "UL" Listed; two required.
11. Control and Drain Valve Operating Key: Buckner Model No. 71.
12. Valve Marker: Soft rubber expanding valve marker with key operated lock. Rain Bird Model No. 63100; Buckner Model No. 74.
13. Lock Cap Key: Buckner, Model No. LK-138; Rain Bird, Model No. 2049.
14. Locking Lid Valve Box: Precast concrete Model No. 3 Body with No. 3-TL cast iron locking cover (9½ X 16 inch meter box) Brooks Products Inc. Provide extensions as required. Provide similar box, with locking cover, of a larger size required to enclose all valves at each grouping of valves within a single box; three valves maximum.
15. Conduit: PVC-2110, Type II, Schedule 40, High Impact; Carlon Electrical Products, "PV-DUIT"; Borg-Warner, or Class 200 PVC pipe.
16. Gate Valve: Brass construction, service rated at not less than 200 PSI, threaded ends, 2-inch stem nut; 3-inch size; quality equal to Crane, Powell, Hammond, Wallworth.
17. Gate Valve Box: Cast iron slip type valve box Rich No. 920-925 top section, No. 920-BS base section and No. 920-1 locking cover.
18. Gate Valve Wrench: Rich tee wrench with a 2-inch square operating nut and 48-inch handle.
19. Drainage Gravel: -3/4+1/2" clean, washed round gravel.
20. Quick-Coupling Valve: one-piece, double slot, 1" IPS with yellow vinyl cover and lock top. Buckner, Model No. 3R-LT; Rain Bird, Model No. 5-LVC.
21. Quick Coupling Valve Coupler: Buckner, Model No. 3C; Rain Bird, Model No. 55K.
22. Hose Swivel: Buckner Model No. 20; Rain Bird, Model No. SH-1.
23. Other Materials: As indicated on the Drawings, specified or required.

SECTION 21  
IRRIGATION

21-3     EXECUTION

A.    WORKMANSHIP

1.   Highest quality in all respects by competent workmen skilled at their trade.
2.   Installation of all materials and equipment shall be in strict accordance with Manufacturer's written specifications and recommendations, local and state codes.

B.    EXCAVATION & BACKFILL

1.   Pipe trenches straight, or "snaked" slightly allowing for expansion and contraction of PVC pipe.
2.   Trench bottoms on uniform slopes 1% standard minimum grade, except 1/2% minimum where greater slope is not practicable.
3.   Allow for minimum cover depths as follows:
  - a.   All supply lines from water source to control valves and quick-coupling valves: 24 inches, except as otherwise indicated.
  - b.   All lines from control valves to sprinkler heads: as indicated on Drawings, except as otherwise specified.
4.   Provide trench of sufficient width to allow for proper tamping around pipe.
5.   Top 4-6 inch layer of backfill shall be of existing topsoil quality as Approved.
6.   Backfill any excess excavation with suitable material free of rock, or other materials that may damage pipe and thoroughly compact to give full support to the pipe.
7.   Provide bell holes to insure support of pipe over its entire length.
8.   Bottom of trenches shall be smooth and free of sharp rock and other objects that may damage pipe.
9.   Backfill to finish grade, place backfill carefully around and over piping, removing rock or other material that may damage pipe; wet and tamp earth in layers not over 6" thick until thoroughly compacted and settled.



## SECTION 21 IRRIGATION

10. Fill piping with water at approximately 25 PSI during backfilling operation.
11. Where backfill contains excessive rock and other material that may damage pipe, or in the opinion of the Engineer excavated material is not suitable for backfill, Contractor shall use Approved topsoil material. Place topsoil backfill around and under pipe to a minimum depth of 6 inches over the pipe, thoroughly compacted. Excavated material may be used for remainder of backfill.
12. Disposal of all excess excavated material shall be off Project Site except as Approved.

### C. INSTALLATION

1. Control Valves: Install automatic control valves, gate valves, and quick coupling valves as indicated on Drawings or as otherwise Directed. Install quick coupling valves on adjustable risers. Install gate valve boxes, setting top flush with existing earth grade. Install control valve boxes as indicated. Provide threaded union at each automatic control valve and gate valve.
2. Double Check Valve Assembly: Meet requirements of City of Portland Bureau of Water Works, State Codes, and as shown in detail on Drawings. Refer to Paragraph 2I-1,D.
3. Manual Drain Valves: Install as shown on Drawings at locations required to properly and completely drain all pipe lines. Supply line location indicated on Drawings.
4. Sprinkler Heads: Install sprinkler heads of types, sizes and coverage called for in the Sprinkler Head Key, at locations shown and as indicated on Drawings or as otherwise directed by Engineer.

Set all heads 1/2 inch above finish earth grade.

5. Pipe:
  - a. Lay pipe in accordance with standard and accepted practice, substantially supported at all points and "snaked" slightly allowing for expansion and contraction.
  - b. Slope piping at 1% standard minimum grade, except 1/2% minimum where greater slope is not practicable, to facilitate operation of manual drain valves.

SECTION 21  
IRRIGATION

- c. PVC pipe joints, solvent welded except as indicated. Cut pipe square, deburr, wipe from the surface all saw chips, dust, dirt, moisture and any foreign matter which may contaminate the cemented joint. Apply primer and solvent cement, make joints in accordance with manufacturer's recommendations. Refer to paragraph 21-1, K. Field Instruction.
- (1) Use deep socket PVC pressure fittings (Color Guard System Fittings) on supply line from water meter to automatic control valves.
- (2) Use standard weight PVC pressure fittings at all other locations except Contractor may use Color Guard System Fittings in branch lines downstream of automatic control valves as Approved.
- d. Provide a leak resistant joint with freedom of movement at all swing and/or swivel joints.
- e. Use Teflon thread sealant (tape or liquid) at all threaded joints.
- f. G.I. piping: Clean out threads of standard lengths, not more than two threads showing at joints. Make joint up with pipe thread sealant applied to male threads only.
- 6. Conduit: Install where indicated; minimum cover depth, 15 inches. Solvent weld joints, make watertight.
- 7. Control Wiring:
  - a. Lay in trenches under supply or branch lines when practicable, for maximum protection, minimum depth 18 inches. Place in conduit where indicated.
  - b. Single wires (red) to each solenoid from control and a common neutral wire (white) to all solenoids from the control.
  - c. Wire sizes shall meet minimum requirements of Manufacturer of automatic control valves installed. Minimum size, 14 gauge.
  - d. Make all splices moisture proof using specified electrical connectors.
  - e. Bundle wires together and wrap with electrical tape at 5-foot intervals.
  - f. Provide expansion curls within at least every 100 feet of wire length of runs more than 100 feet in length. Provide 18 inches of slack at connection to control valves.

## SECTION 2I IRRIGATION

8. Automatic Controllers: Install complete at exact location designated by Engineer, general location indicated on Drawings.

### D. WATER METER VAULT ADDITION

Construct as indicated on Drawings meeting requirements of Sections 2D, 3A, 3B, 3C, 3D, 4A, 4C, 7C and 7I as applicable. Refer to paragraph 2I-1, C.

### E. FLUSHING AND TESTING

1. Thoroughly flush all piping before testing and installation of sprinkler heads.
2. Test all piping, valves, joints, and fittings at full pressure of the main source of supply for not less than one hour before inspection and prior to backfilling at fittings. Furnish gauge.
3. Make watertight under test and immediately correct any and all leaks or defects found and retest.

### F. ADJUSTING AND BALANCING

Adjust and balance irrigation system to provide uniform coverage.

### G. CLEANUP

Keep premises reasonably free from accumulation of debris. On completion of each division or work, remove all debris, equipment, and surplus materials and leave the premises in a neat and orderly fashion.

End of Section 2I



SECTION 2K  
PLAY EQUIPMENT & TENNIS COURT ACCESSORIES

The General Conditions, Parts I, II, and III, Special Conditions and Division 1, General Requirements are a part of the requirements of this Section as fully as if repeated herein.

2K-1 GENERAL

A. WORK INCLUDED

Manufactured playground equipment, volleyball net posts and post sleeves, tennis court accessories, relocating existing play equipment, wood chip surfacing.

B. WORK INCLUDED but SPECIFIED ELSEWHERE

Concrete footing required for installation of items specified under this Section: Section 3D.

C. RELATED WORK SPECIFIED ELSEWHERE

Removal of existing play equipment: Section 2C.

Removal of existing sod & topsoil for installation of wood chips surfacing: Section 2D.

D. SHOP DRAWINGS

1. Submit in accordance with General Conditions.
2. Show complete fabrication details and installation methods for all items.

E. ALTERNATES

Refer to Section 1B for possible effect on Work of this Section.

2K-2 PRODUCTS

A. GENERAL

1. Whenever reference is made to a product of a particular manufacturer, such reference shall be understood to be made for the sole purpose of facilitating the description and representative quality of the product intended for use.
2. Similar products of other manufacturers may be substituted, if approved by Engineer prior to bid opening in accordance with Instructions to Bidders.

SECTION 2K  
PLAY EQUIPMENT & TENNIS COURT ACCESSORIES

B. MANUFACTURED PLAY EQUIPMENT

1. 'Bob-A-Round': Model No. 560-10; Mexico Forge, Inc. Reedsville, Pennsylvania. Two required.
2. 'Barrel of Fun': Model No. 800; Miracle Equipment Co., Grinnell, Iowa. One required.
3. Bounce Pad: 'Spring Pad,' 3 inch, Model No. 901; Timberform. Division Niedermeyer-Martin Co., Portland, Oregon; 'Spring Platform' No. 1600, Columbia Cascade Timber Corp, Portland, Oregon. 3 required.
4. Space City: 'Spaceport' Model No. M-227, Patterson-Williams Mfg. Co., Inc., Santa Clara, California; or 'Imagine City' Model No. 111-165, Jamison Inc.

C. EXISTING PLAY EQUIPMENT

The following equipment removed from existing locations indicated on Drawings. Refer to Section 2C.

- a. See Saw Bar
- b. Tetherball Post
- c. Slide

D. VOLLEYBALL ACCESSORIES

1. Net Post Sleeves: 2½ I.D. Standard Weight (Schedule 40) galvanized steel pipe with 5/8-inch diameter galvanized bolt, washer and nut. Fabricate as detailed. Four required.
2. Net Posts: N.I.C.

E. TENNIS COURT ACCESSORIES

1. Net Posts & Sleeves: Fraser-Edwards Co. F.E. No. II, 3-inch square galvanized post and sleeves; Or Approved. Eight required.
2. Net Anchors: 1½-inch galvanized pipe with 3/8-inch galvanized dowel for tying net anchor strap and crimped end with concrete anchor dowel, as supplied by Frank D. Cohan Co., Portland, Oregon; Or Approved. Four required.
3. Nets: Edward No. 20-DC; Or Approved. Four required.

F. WOOD CHIPS

Planner chips matching existing. Submit sample for Approval.

SECTION 2K  
PLAY EQUIPMENT & TENNIS COURT ACCESSORIES

G. CONCRETE

Meet requirements of Section 3D.

2K-3 EXECUTION

A. WORKMANSHIP

1. Install in accurate location as indicated or Directed.
2. Install work to true lines, plumb and level except as otherwise indicated.
3. Install items for rigidity and permanence.

B. INSTALLATION OF PLAY EQUIPMENT

1. In accordance with manufacturer's directions and recommendations and Approved Shop Drawings.
2. Locate as Directed at Project Site. Approximate location indicated on Drawings.
3. Concrete Footings: Meet applicable requirements of Division 3 - Concrete.

C. INSTALLATION OF TENNIS COURT & VOLLEYBALL ACCESSORIES

1. Distance between net posts, inside face to inside face, shall be as follows:
  - a. Tennis Net Posts: 42 feet 0 inches.
  - b. Volleyball Net Posts: 36 feet 0 inches.
2. Net post sleeves shall be plumb at center line.
3. Provide concrete footings at sleeves and anchors as indicated. Meet requirements of Division 3 - Concrete.
4. Contractor may install net post sleeves prior to laying asphaltic concrete paving provided that top of sleeves will be flush with A.C. Paving unless otherwise indicated, Or Approved.

D. WOOD CHIP SURFACING

Provide 4 inches compacted wood chips at location of Space City play equipment after removal of existing sod and topsoil. Replace existing wood chips removed or contaminated during construction of improvements.

End of Section 2K



SECTION 2L  
BITUMINOUS PAVING

The General Conditions, Parts I, II, and III, Special Conditions and Division 1, General Requirements, are part of the requirements of this Section as fully as if repeated herein.

2L-1 GENERAL

A. WORK INCLUDED

Asphaltic concrete paving at tennis courts and Playcourt, including aggregate base and header boards. Patching of tennis courts' existing paving.

B. RELATED WORK SPECIFIED ELSEWHERE

Rough grading and compaction of subgrade surfaces to elevations required for surfacing specified under this Section: Section 2D.

Removal and replacement of tennis court fencing: Section 2G.

Repair and reseeding of existing lawn: Section 2H.

Tennis and volleyball, net post sleeves and anchors: Section 2K.

Tennis court lighting: Division 16.

C. STANDARD SPECIFICATIONS

State of Oregon, Standard Specifications for Highway Construction, 1970 Edition.

D. CERTIFICATE OF COMPLIANCE

Submit mixing plant certification that paving materials delivered to site meet requirements of these specifications.

E. ENVIRONMENTAL REQUIREMENTS - ASPHALTIC CONCRETE

1. Temperature: Placement of asphaltic concrete when ambient temperature is below 40 degrees F shall not be permitted.
2. Weather: Placement of asphaltic concrete during rain or other adverse weather conditions shall not be permitted.

F. PROTECTION

1. Protect surrounding areas, fencing, wells, surfaces, improvements, trees and shrubs to preclude damage, excessive compaction of adjacent soil and intrusion of materials into adjacent soil during execution.
2. Protect base aggregate from intrusion of foreign materials.

SECTION 2L  
BITUMINOUS PAVING

G. ALTERNATES

Refer to Section 1B for effect on Work of this Section.

2L-2 PRODUCTS

A. BASE AGGREGATES

1. General: Meet requirements of Standard Specifications, Sub-section 703.07 Aggregate for Aggregate Base.
2. Base Course:  $-1\frac{1}{2}" + 0"$ .
3. Leveling (Top) Course:  $-3/4" + 0"$  crushed rock.

B. ASPHALTIC CONCRETE

1. Class "B" Mix: Meet requirements of Standard Specifications, Sub-section 403.11 and 403.12 for Class "B" asphaltic concrete mix; 85-100 penetration grade asphalt cement, except asphalt cement content shall be increased 1 to 2 percent.
2. Class "D" Mix: Meet requirements of Standard Specifications, Sub-section 403.11 and 403.12 for Class "D" asphaltic concrete mix; 85-100 penetration grade asphalt cement, except asphalt cement content shall be increased by 1 to 2 percent.

C. EMULSIFIED ASPHALT

Grade CSS-1 meeting requirements set forth in Asphalts, Paving and Liquid, January 1972 edition, published by The Asphalt Institute, Pacific Coast Division.

D. SAND

Plaster sand all passing the No. 10-Mesh Sieve.

E. HEADER BOARD LUMBER

Douglas Fir, "No. 1" grade or better, WCLIB Rule 16, S4S, KD to 16% maximum moisture content; all lumber shall be preservative treated in accordance with Pressure Treatment Method No. 2, Section 6H, Wood Treatment.

F. OTHER MATERIALS

As indicated on Drawings, specified or required to complete the work.

SECTION 2L  
BITUMINOUS PAVING

2L-3 EXECUTION

A. INSPECTION

Examine subgrade surfaces scheduled to receive asphaltic concrete paving for conditions that will adversely affect the execution, quality and permanence of work. Do not start work until unsatisfactory conditions are corrected.

B. INSTALLATION OF AGGREGATE BASE

1. General: Meet requirements of Standard Specifications, Subsections 304.31 thru 304.36 as determined applicable by the Engineer, except as supplemented or modified in this specification Section. Compaction of base course and leveling course may be accomplished in one operation.
2. Compaction: Compact aggregate base courses to 95% of Relative Maximum Density as determined by AASHO T99.
3. Minimum Compacted Course Thicknesses: Base Course, 5 inches. Leveling (top) course, 1 inch.

C. HEADER BOARD INSTALLATION at PLAYCOURT

1. Install header board at the perimeter of the Playcourt where indicated and as detailed on Drawing.
2. Install header boards at grades indicated, Or Approved, with an even slope between spot elevations shown.
3. Anchor securely to prevent displacement.
4. End header boards may be installed after completion of paving operations as approved by Engineer.

D. SURFACE PREPARATION OF EXISTING TENNIS COURTS

1. Existing Cracks:

- a. Clean cracks and remove defective material using router machine and appropriate hand methods to a minimum width of 1 to 1½ inches and depth of 2 inches. Route width/depth ratio shall be 1 to 1 minimum and 2 to 1 maximum, either direction.
- b. Remove loose material and debris in cracks extending below 2-inch rout depth.



SECTION 2L  
BITUMINOUS PAVING

- c. Fill cracks to within 2 inches of existing tennis court surface with specified sand and apply specified emulsified asphalt diluted at 1 part asphalt to 4 parts water, completely saturating sand.
- d. Apply emulsified asphalt, diluted at equal parts of asphalt and water, to asphaltic concrete faces exposed by routing; application rate shall be 0.02 to 0.04 gallons per square yard of surface area. Obtain full cure prior to asphaltic concrete placement.
- e. Place asphaltic concrete, Class "B" Mix, in routs and compact to 90% of Relative Maximum Density as determined by AASHO T99.

2. Patching:

- a. Remove defective existing asphaltic concrete paving and base material at indicated locations.
- b. Provide new aggregated base to depths as required or As Directed in accordance with paragraph 2L-3, 8, 1., 2., & 3.
- c. Place 4 inches of asphaltic concrete, Class "B" Mix, in two lifts where defective material is removed and at all electrical trenches, concrete footings, other excavations. Compact to 90% density specified in subparagraph 1, e. above. Surface shall be flush with existing tennis court surface.

3. Cleaning: The surface upon which the tack coat is applied shall be dry and shall be free of dirt, dust, vegetation or other matter foreign to the surface or detrimental to adherence of asphalt.

E. ASPHALT TACK COAT

- 1. Apply specified emulsified asphalt to prepared existing tennis courts asphaltic concrete surface prior to placement of A.C. leveling and surface courses.
- 2. Meet requirements of Standard Specifications, Sub-sections 407.31 and 407.32 except that the application rate shall be 0.03 to 0.04 gallons per square yard of surface.

F. INSTALLATION OF ASPHALTIC CONCRETE

- 1. General: Meet applicable requirements of Standard Specifications, sub-section 403.31 and 403.32, except as supplemented or modified in this specification Section.

SECTION 2L  
BITUMINOUS PAVING

2. Minimum Pavement Thicknesses:

a. Tennis Courts:

(1) A.C. Leveling Course: Depth as required to bring low areas at existing asphaltic concrete surface to proper grade necessary to maintain specified grade tolerances in surface course using Class "B" Mix, or Class "D" Mix.

(2) A.C. Surface Course:  $1\frac{1}{2}$  inches of Class "D" Mix.

b. Playcourt: A.C. Surface Course,  $2\frac{1}{2}$  inches of Class "B" Mix.

3. Compaction: Compact asphalt concrete paving to 95% of Relative Maximum Density as determined by AASHO T99.

4. Spreading Method: Self-propelled asphalt paving machine: or Approved. Place entire A.C. surface course at each facility in a continuous operation without interruption.

5. Surface Finish: Surface course finish shall not vary more than  $\frac{1}{8}$ -inch from true plane in a distance of ten feet at Tennis Courts,  $\frac{1}{4}$ -inch at Playcourt; and shall be properly sloped to drain as indicated on the Drawings.

G. DEFECTIVE WORK

Remove and replace defective pavement and that which does not drain properly. Patched appearance not acceptable.

End of Section 2L

SECTION 3A  
CONCRETE FORMWORK & ACCESSORIES

The General Conditions, Parts I, II, and III, Special Conditions and Division 1, General Requirements are a part of the requirements of this Section as fully as if repeated herein.

3A-1 GENERAL

A. RELATED WORK SPECIFIED ELSEWHERE

Construction/expansion joints, control joints, waterstops:  
Section 3B.  
Reinforcing and reinforcing accessories: Section 3C.  
Cast-in-place concrete: Section 3D.  
Fabricated steel anchors and inserts: Section 5F.  
Inserts and sleeving for mechanical and electrical work:  
Divisions 15 and 16.

B. BUILDING CODE

Requirements of the 1970 Uniform Building Code, if more rigid than those herein, shall govern.

C. STANDARD SPECIFICATIONS

Meet the requirements of ACI 347-63 "Recommended Practice for Concrete Formwork" except as modified or supplemented in this Section 3A and where in conflict with other requirements of these Contract Documents. All surfaces exposed to view shall be considered "Architectural Concrete."

D. ALLOWABLE TOLERANCES

1. Length or width:  $\pm 1/8$  inch in 10 feet;  $\pm 3/16$  inch in 10 to 20 feet;  $\pm 1/4$  inch in 20 feet or more.
2. Squareness: up to 5 feet, difference in diagonals =  $1/8$  inch; 5 to 20 feet, difference =  $1/4$  inch; over 20 feet, difference =  $3/8$  inch.
3. Flatness of exposed face:  $\pm 1/16$  inch in 6 feet.
4. Flatness of concealed face:  $\pm 1/4$  inch in 10 feet.
5. Thickness:  $\pm 1/8$  inch.
6. Insert location:  $\pm 1/4$  inch (radius).

E. ALTERNATES

Refer to Section 1B for possible effect on Work of this Section.



SECTION 3A  
CONCRETE FORMWORK & ACCESSORIES

3A-2 PRODUCTS

A. FORM MATERIALS

1. Plywood:
  - a. General: Thickness as required to support concrete at rate poured.
  - b. At exposed surfaces: B-B Plyform, Class I, EXT-DFPA.
  - c. At concealed surfaces: B-B Plyform, Class I, EXT-DFPA.
2. Lumber:
  - a. General "Standard" grade or better, DF, S4S; unless otherwise indicated. Thickness and size as required to support concrete at rate poured.
  - b. Boards at exposed surfaces: "Construction" grade or better, DF, S4S.
3. Metal:  
As Approved.
4. Chamfer Strips:  
Burke 'CSF Type,' Madden #171, or triangular wood strips;  
Or Approved.

B. FORM ACCESSORIES

1. Form Ties:
  - a. Walls and other surfaces exposed to view: Superior "A.C." type with 1-inch breakback; Or Approved.
  - b. All other work: As Approved. Wire ties and wood spacers shall not be used.
2. Standard Manufactured Anchors and Inserts: As indicated on Drawings.

C. FORM COATING & RETARDERS

Meet requirements of Standard Specifications.

SECTION 3A  
CONCRETE FORMWORK & ACCESSORIES

3A-3 EXECUTION

A. FIELD MEASUREMENTS

Lay out work, set batterboards, establish elevations, set grade stakes.

B. INSTALLATION & REMOVAL

1. General: Meet requirements of Standard Specifications.
2. Form Workmanship:
  - a. Meet shape, line and dimension requirements indicated on Drawings.
  - b. Properly brace and tie together to insure that position and shape are maintained within the specified allowable tolerances.
  - c. Make forms tight to prevent leakage of mortar, as specified or Approved.
  - d. Provide access openings as required for cleaning and inspection of forms and reinforcement prior to concrete placement.
3. Anchors and Inserts: Place accurately. Secure in proper location and alignment.
4. Coring: Provide coring and block-outs in slabs and walls for mechanical and electrical work if any. Sizes and locations as directed by mechanical and electrical trades.
5. Chamfers: Chamfer external corners of concrete walls and steps exposed to view where indicated.
6. Form Panel Joints: Fill all joints at abutting form panels with an Approved tape. Arrange joints as Approved.
7. Cooperation: Allow other trades time and facilities to install necessary embedded items.
8. Treatment of Forms:
  - a. Board Forms: Keep wet prior to placing concrete; wet thoroughly immediately before concrete placement.
  - b. Plywood Forms: Coat with Approved stainless form oil. Use minimum quantity required for satisfactory form removal.

SECTION 3A  
CONCRETE FORMWORK & ACCESSORIES

- c. Metal Forms: Coat with Approved release compound, applied in accordance with manufacturer's directions.
- 9. Form Removal:
  - a. Remove forms at a time and in such a manner as to insure complete safety of the structure, minimum deflection, and without damage to concrete surfaces.
  - b. Remove form ties 4 days after pour, unless otherwise Approved.
  - c. Leave supporting forms and shoring in place until concrete has attained sufficient strength to safely support its own weight plus any imposed loads.
- 10. Re-use of Wood Forms: Withdraw projecting nails; clean concrete from contact surfaces. Replace with new material when directed by Engineer.

End of Section 3A



SECTION 3B  
EXPANSION & CONSTRUCTION JOINTS

The General Conditions, Parts I, II, and III, Special Conditions and Division 1, General Requirements are part of the requirements of this Section as fully as if repeated herein.

3B-1 GENERAL

A. WORK INCLUDED

Construction/expansion joints, control joints, and waterstops.

B. RELATED WORK SPECIFIED ELSEWHERE

Concrete formwork: Section 3A.  
Steel reinforcement: Section 3C.  
Cast-in-place concrete: Section 3D.  
Sealants: Section 7I.

C. ALTERNATES

Refer to Section 1B for possible effect on Work of this Section.

3B-2 PRODUCTS

A. MATERIALS

1. Slip Dowelling Materials:
  - a. Dowels: 5/8-inch diameter smooth steel bars meeting requirements of ASTM
  - b. Dowel Bar Tubes: 26 gauge steel as manufactured by Burke Concrete Accessories, Inc.; Or Approved.
  - c. Grease: Heavy axle-grease as Approved.
2. Expansion Joint Filler: Asphalt impregnated fiber meeting requirements of ASTM D1751.
3. Waterstops: Expanded, closed celled neoprene rubber, polyvinyl chloride; Or Approved. Type employed shall be suitable for encountered conditions subject to Engineer's approval.

3B-3 EXECUTION

A. GENERAL

Joints shall be true lines, constructed as detailed. Provide where indicated on Drawings.

SECTION 3B  
EXPANSION & CONSTRUCTION JOINTS

B. DOWELED CONSTRUCTION/EXPANSION JOINTS

1. Joints to provide slip joint between adjacent concrete structures as indicated.
2. To one end of dowel apply liberal coat of grease and install dowel bar tube.
3. Provide expansion joint filler.

C. CONTROL JOINTS

(Also known as score, dummy, and false joints.)

Hand tool to depth and widths indicated on Drawings at pavement surface.

D. WATERSTOPS

Provide at all underwater construction/expansion joints and where otherwise indicated on Drawings. Install in accordance with Manufacturer's recommendations as Approved.

End of Section 3B

SECTION 3C  
CONCRETE REINFORCEMENT

The General Conditions, Parts I, II, and III, Special Conditions and Division 1, General Requirements are part of the requirements of this Section as fully as if repeated herein.

3C-1 GENERAL

A. EXTENT OF WORK IN THIS SECTION

Furnish and place all steel reinforcement required for all cast-in-place concrete Work.

B. RELATED WORK SPECIFIED ELSEWHERE

Doweling at construction/expansion joints: Section 3B.

C. SHOP DRAWINGS

Follow "Manual of Standard Practice for Detailing Reinforced Concrete Structures," ACI publication 315. Submit in accordance with General Conditions.

D. ALTERNATES

Refer to Section 1B for possible effect on Work of this Section.

3C-2 PRODUCTS

A. GENERAL

"UBC Std.," refers to Uniform Building Code Standards, 1970 edition.

B. MATERIALS

1. Bars: Intermediate grade, new billet steel, UBC Std. 2607, ASTM A-615 Grade 40, sizes indicated on Drawings. Each piece grademarked, or each shipment accompanied by grade certificate.
2. Welded Wire Fabric:
  - a. Meet requirements of ASTM A-185.
  - b. 6x6 inch mesh, No. 6 wire, except as indicated otherwise on Drawings.
  - c. All fabric heavier than 6x6x#10/#10 shall be supplied in flat sheets.
3. Reinforcement Accessories:
  - a. Meet requirements of U.B.C. Standard No. 26-16; obtain Engineer's approval.



SECTION 3C  
CONCRETE REINFORCEMENT

- b. Include all devices necessary for proper placement, spacing, supporting and fastening steel reinforcement in place.
- c. Metal accessories shall be galvanized where legs exposed in finish concrete surfaces.
- d. Accessories may be either concrete, ceramic, steel, or plastic.

3C-3 EXECUTION

A. GENERAL

Meet applicable requirements of ACI 315 and 318.

B. INSTALLATION

- 1. Place steel accurately in accordance with Drawings.
- 2. Fasten securely in place to prevent displacement before and during pouring of concrete.
- 3. Exercise care to be sure that reinforcement is protected by the required thickness of concrete, as indicated on Approved placing diagrams.
- 4. Lap sides and ends of mesh reinforcement not less than one mesh, tie at 2'-0" o.c. minimum.
- 5. Reinforcing shall not be bent or displaced for the convenience of other trades unless approved by the Engineer.

End of Section 3C

SECTION 3D  
CAST-IN-PLACE CONCRETE

The General Conditions, Parts I, II and III, Special Conditions and Division 1, General Requirements are part of the requirements of this Section as fully as if repeated herein.

3D-1 GENERAL

A. RELATED WORK SPECIFIED ELSEWHERE

Concrete work at water meter vault: Section 2I.  
Concrete formwork anchor and inserts: Section 3A.  
Construction/expansion joints, waterstops: Section 3B.  
Steel reinforcements: Section 3C.  
Fabricated steel anchors and inserts: Section 5F.  
Water repellent coating: Section 7C.  
Concrete footings for fencing and electrical, transformer pad:  
Section 2G & Division 16.

B. BUILDING CODE

Requirements of the 1970 Uniform Building Code, if more rigid than those herein shall govern.

C. SAMPLES

1. Approved samples represent minimum acceptable standards. Any work of lesser quality will be subject to rejection and replacement.
2. Before starting work obtain approval of sample panels for all different exposed architectural concrete surfaces and concrete paving.
  - a. Sample panels 20 square feet minimum.
  - b. Reprepare samples if directed until Approved. Approved samples may be used on Project.

D. ENVIRONMENTAL REQUIREMENTS

1. Cold Weather:
  - a. Place no concrete during freezing weather without written approval of Engineer.
  - b. If Approval is granted, meet requirements of ACI-306.
  - c. Contractor assumes full responsibility, including costs for replacing concrete believed to be frozen. Frozen concrete shall be removed and replaced at Contractor's expense.

SECTION 3D  
CAST-IN-PLACE CONCRETE

2. Warm Weather: Place no concrete in weather deemed by the Engineer as excessively hot, windy and/or dry without complying with requirements of ACI-605.

E. SPECIAL INSPECTION AND TESTING

Refer to Section 1D for details.

F. DEFECTIVE WORK

Remove and replace when directed by Engineer, concrete with finishes not matching approved samples, surfaces which show excessive shrinkage cracks and any paving slabs or walks which do not drain properly.

G. ALTERNATES

Refer to Section 1B for possible effect on Work of this Section.

3D-2 PRODUCTS

A. CONCRETE MATERIALS

1. Portland Cement:
  - a. ASTM C-150, Type I.
  - b. Use one brand, type and source only for all exposed concrete throughout the Work.
2. Aggregates:
  - a. Meet requirements of ASTM C-33.
  - b. Maximum size 1½ inch. Smaller aggregate may be used in slabs less than 4 inches thick and if required by minimum clear spacing between reinforcing bars.
3. Water: Clean and free from deleterious amounts of acids, alkalis, oils, and organic materials.

B. CONCRETE ADMIXTURES

1. Air-Entraining Admixture: Meet requirements of ASTM C-260.
2. Water Reducing Admixture: Meet requirements of ASTM C-494.
3. Other Admixtures as approved: Meet requirements of applicable UBC and ASTM Specifications.



SECTION 3D  
CAST-IN-PLACE CONCRETE

C. CONCRETE CURING MATERIALS

1. Curing Compounds (Liquid)
  - a. Type No. 1: ASTM C-309; Type 1 resin base with fugitive dye. Grace "Horncrete 30D"; Or Approved.
  - b. Type No. 2: "Thompson's Water Seal No. 101" manufactured by E. A. Thompson Co., Inc.; Or Approved.
2. Protective Paper: Reinforced kraft paper, "Sisalkraft," Grace "Dampproof XX"; Or Approved.

D. CONCRETE MIX

1. General:
  - a. Meet requirements of UBC as supplemented and modified under this Section 3D.
  - b. Transit-mixed, ASTM C-94.
  - c. Job site mixing shall not be permitted.
  - d. Contractor shall assume responsibility for mix design and product performance.
2. Strength: All concrete shall develop a minimum 28-day laboratory cured compressive cylinder strength of 3,000 PSI, except as otherwise indicated on the Drawings or specified.
3. Cement Content: 5.5 sacks cement per cubic yard, minimum.
4. Air-Entraining: Meet requirements of ASTM C-260 to provide amount of 4-5% of concrete volume in all concrete work.
5. Water Reducing Admixture:
  - a. Meet requirements of ASTM C-494.
  - b. May be used at Contractor's option.
6. Other Admixtures: Meet requirements of applicable UBC and ASTM specifications as approved.
7. Slump at Point of Delivery:
  - a. Maximum 3 inches, plus or minus 1/2 inch, for all walks, steps, curbs, paving and all fountain concrete work.
  - b. Maximum 4 inches, plus or minus 1/2 inch for footings and walls, except as otherwise indicated.

SECTION 3D  
CAST-IN-PLACE CONCRETE

8. Mix Design:

- a. Design mix, batching procedures and quality of materials shall be established in accordance with this Section 3D by independent laboratory, under direction of and certified by a professional engineer registered in the State of Oregon. File certification with Engineer. Contractor may use existing mix design of supplier provided requirements of this Section are met.
- b. Concrete work shall not be started on the Project, nor any mixture accepted therefor, until the Contractor has determined a proper designed mix from the material he or his supplier has available.
- c. The Contractor shall furnish to such testing laboratory in sufficient quantities, samples of all materials to be used in the concrete mix. The Contractor shall furnish to the Engineer with three (3) copies of the laboratory's report of the complete analysis from the samples of the materials and the recommended design. Also included in the report shall be the slump of material tested with the results of compressive strength tests. If at any time the predetermined materials deviate from the approved design, all concrete work by the Contractor shall stop until the Contractor can provide the Engineer with a new Approved mix design. All laboratory cost in determining the concrete mixtures shall be paid by the Contractor.

3D-3 EXECUTION

A. GENERAL

Meet requirements of AIC and Building Code except as modified and supplemented in this Section 3D and where in conflict with other requirements of these Contract Documents.

B. INSPECTION

1. Examine forms to receive concrete and the reinforcing steel and wire mesh for:
  - a. Defects that will adversely affect the execution and quality of Work.
  - b. Deviations beyond allowable tolerances for installation of concrete as indicated in Sections 3A, 3B and 3C.
2. Do not start work until unsatisfactory conditions are corrected.
3. Notify Engineer at least 24 hours before an intended pour. Place no concrete until reinforcement has been inspected and Approved.

SECTION 3D  
CAST-IN-PLACE CONCRETE

C. PREPARATION

Thoroughly wet board forms before depositing concrete.

D. INSTALLATION

1. Conveying Concrete: Convey concrete from the mixer to the place of final deposit by methods which will prevent separation and loss of material.
2. Depositing Concrete:
  - a. Concrete shall be deposited as nearly as possible in its final position to avoid segregation due to rehandling or flowing.
  - b. Maximum height of vertical drop without use of trunks, placement parts in sides of formwork, or other Approved method shall be four feet.
3. Compaction of Concrete:
  - a. Employ mechanical high frequency vibrators supplemented by hand spading to consolidate concrete around reinforcement, into corners and angles of forms to exclude rock pockets, air bubbles, and honeycomb.
  - b. Keep vibrators in constant motion. Do not allow to remain in one spot longer than 30 seconds.
  - c. Transportation of concrete with vibrator shall not be permitted.
  - d. Maintain vertical penetration of vibrator into concrete.
4. Fabricated Steel Anchors and Inserts: Place accurately. Secure in proper location and alignment.
5. Paving, Slab, Walk and Step Finishes:
  - a. General:

Screed for finish specified to true levels or slopes as indicated.
  - b. Trowel (Smooth) Finish:
    - (1) Trowel by hand or machine to hard, dense surfaces, free from trowel marks matching Approved sample.
    - (2) Do not absorb wet spots with neat cement or mixture of cement and sand.



SECTION 3D  
CAST-IN-PLACE CONCRETE

- (3) Wait until surfaces are dry enough for proper troweling.
- (4) Chemical dryers not permitted.
- (5) Trowel to level or true slopes as indicated on Drawings with tolerance of 1/8-inch in 10 feet.
- (6) Tool edges to 1/4-inch radius where indicated.
- (7) Provide trowel finish only where indicated on Drawings.
- c. Wood Float Finish:
  - (1) Use smooth wood float, bull or hand, to establish evenly textured surface finish, free from float marks matching Approved sample.
  - (2) Surface shall be finished to level or true slopes as indicated on Drawings with tolerance of 1/8-inch in 10 feet.
  - (3) Tool edges to 1/4-inch radius where indicated.
  - (4) Provide wood float finish only where indicated on the Drawings.
- d. Hair Broom Finish:
  - (1) Screed and tamp to bring fine particles to surface.
  - (2) Float to true surface and slopes as indicated with tolerance of 1/8-inch in 10 feet.
  - (3) Rough surface with medium hair broom; just after initial set matching Approved sample.
  - (4) Tool edges to 1/4-inch radius where indicated.
  - (5) Provide control joints as specified under Section 3B.
  - (6) Provide hair broom finish on all exterior paving, slabs, walks and steps unless otherwise indicated.
- 6. Exposed Vertical Finishes:
  - a. Smooth Concrete Finish:
    - (1) Knock fins off smooth, patch imperfections to match adjacent surfaces, bring surfaces to a smooth texture as Approved. Leave surface clean.

SECTION 3D  
CAST-IN-PLACE CONCRETE

- (2) Provide at all surfaces exposed to view except as otherwise indicated.
- b. Curb Finish: After concrete has taken its initial set and while it is still green, finish the exposed surfaces by rubbing down high spots and form marks and rubbing the moistened surfaces with a suitable device to provide a uniform, smooth textured surface.
- 7. Repairing and Patching of Concrete:
  - a. General: If imperfections are sufficiently objectionable, replace work in question if Engineer so directs.
  - b. Form Tie Holes: No filling required except as specified under Section 7I.
  - c. Voids and Gravel Pockets:
    - (1) Gravel pockets exposing reinforcing shall be patched, grouted to provide "Code" cover.
    - (2) Repair promptly, upon removal of forms whenever in the Engineer's opinion it is necessary.
    - (3) Imperfections shall be carefully pointed with mortar of sand and cement in the proportion which has been employed for the concrete to be patched. Patching shall match adjacent surfaces.
- 8. Waterproofing Concrete: After bull-floating of horizontal surfaces at fountain, apply Type No. 2 Curing Compound at the rate of one gallon per 400 square feet and trowel-in in accordance with Manufacturer's recommendations and directions.
- 9. Curing Concrete:
  - a. General: Maintain concrete in a moist condition for at least 7 days after placement in accordance with ACI 301.
  - b. All Fountain Concrete Work: Apply Type No. 2 Curing Compound at the rate of one gallon per 400 square feet in accordance with Manufacturer's recommendations and directions to final finished surface.
  - c. All Other Paving, Slabs, Walks, Steps and Curbs: Coat with Type No. 1 curing compound applied in accordance with Manufacturer's directions.
  - d. Walls: Keep forms continuously wet until removed. After removal treat as follows:

SECTION 3D  
CAST-IN-PLACE CONCRETE

- (1) Keep damp with wet burlap.
- (2) Coat with Type No. 1 Curing Compound applied in accordance with manufacturer's directions.

E. PROTECTION OF CONCRETE

1. Cover concrete for protection where subject to staining or other damage.
2. Provide specified protective paper where concrete subject to staining, or damage from light traffic during construction. Lap joints 3 inches minimum and seal with waterproof cement. Promptly repair damage to paper.
3. Provide plywood sheeting or other Approved material where concrete is subject to heavy traffic during construction.
4. Remove at completion of work and when job conditions no longer require the covering.

F. FIELD QUALITY CONTROL

The Local Public Agency will obtain testing of concrete by separate contract. Refer to Section 1D for testing provisions.

G. CLEANUP

Clean up all excess concrete, other materials and debris on a weekly basis and remove from Project Site.

End of Section 3D



SECTION 4A  
MORTAR

The General Conditions, Parts I, II, and III, Special Conditions and Division 1, General Requirements are part of the requirements of this Section as fully as if repeated herein.

4A-1 GENERAL

A. RELATED WORK SPECIFIED ELSEWHERE

Brick and concrete unit masonry: Section 4C.

B. STORAGE OR MATERIALS

Store cementitious materials and aggregates in manner to prevent deterioration or intrusion of foreign material.

C. CERTIFICATES

If ready-mixed mortar is used, furnish certificate from mixing plant stating that delivered mortar meets requirements of these specifications.

D. ALTERNATES

Refer to Section 1B for possible effect on work of this Section.

4A-2 PRODUCTS

A. MORTAR & MASONRY GROUT MATERIALS

1. Portland Cement  
Meet requirements of ASTM C-150, Type I.
2. Hydrated Lime  
Meet requirements of ASTM C-207
3. Aggregates
  - a. Sand for Mortar:  
Meet requirements of ASTM C-144
  - b. Sand for Masonry Grout:  
Meet requirements of ASTM C-404
  - c. Coarse Aggregate for Masonry Grout:  
Meet requirements of ASTM C-33.

SECTION 4A  
MORTAR

4A-2 PRODUCTS (Cont'd.)

A. MORTAR & MASONRY GROUT MATERIALS

4. Water  
Clean and free of deleterious amounts of acids, alkalies, or organic materials.
5. Waterproofing Admixtures  
Grace "Hydratite", Master Builders "Omicron", Sonneborn "Hydracide", Or Approved.

B. MORTAR MIXES

1. Mixing Mortars:  
Mix all cementitious materials and aggregates for at least 3 minutes with the maximum amount of water to produce a workable consistency in a mechanical batch mixer.
2. Waterproofing Admixtures:  
Add to mortar at time of mixing in proportions recommended by manufacturer.
3. Type M. Mortar:  
Meet requirements of ASTM C-270 with average compression strength at 28 days of 2500 PSI.

Mortar Proportions by Volume:

Portland Cement	1
Hydrated Lime	$\frac{1}{4}$ max.
Aggregate	$2\frac{1}{4}$ to 3 times the sum of cement and lime volumes

4. Type S. Mortar:  
Meet requirements of ASTM C-270 with average compressive strength at 28 days of 1800 PSI.

Mortar Proportions by Volume:

Portland Cement	1
Hydrated Lime	$\frac{1}{4}$ to $\frac{1}{2}$
Aggregate	$2\frac{1}{4}$ to 3 times the sum of cement and lime volumes

C. MASONRY GROUT

1. Meet requirements of UBC for Coarse Grout, Section 2403, with minimum compressive strength at 28 days of 2000 PSI.

Masonry Grout proportions by volume:

Portland Cement	1
Sand Aggregate	2 min., 3 max.
Coarse Aggregate	2

SECTION 4A  
MORTAR

4A-2     PRODUCTS (Cont'd.)

C.   MASONRY GROUT (Cont'd.)

2. Grout shall have sufficient water added to produce consistency for pouring without segregation.

4A-3     EXECUTION

A.   INSTALLATION

Refer to Section 4C.

B.   RETEMPERING MORTAR

Mortars that have stiffened because of evaporation of water from the mortar shall be retempered by adding water as frequently as needed to restore the required consistency. Mortars shall be used and placed in final position within 2 hours after mixing.

End of Section 4A



SECTION 4C  
UNIT MASONRY

The General Conditions, Parts I, II, and III, Special Conditions and Division I, General Requirements are part of the requirements of this Section as fully as if repeated herein.

4C-1 GENERAL

A. WORK INCLUDED

Perform all work necessary and required for the construction of the project as indicated. Such work includes, but is not limited to, the following:

Concrete block, brick, installation of mortar and masonry grout.

B. RELATED WORK SPECIFIED ELSEWHERE

Demolition of existing water meter concrete block wall: Section 2C.

Supporting concrete footing and slabs: Section 3D.

Dampproofing: Section 7C.

C. WORK INCLUDED but SPECIFIED UNDER OTHER SECTIONS

Mortar and masonry grout: Section 4A.

D. BUILDING CODES

Meet requirements of Uniform Building Code except as modified and supplemented under this Section.

E. PRODUCT HANDLING

All materials shall be delivered, stored and handled in a manner to prevent damage by breakage, water, or moisture, or the inclusion of foreign particles. No material shall be dumped or stored on the ground. Store material on a clean surface or platform as required and protect from deterioration and foreign matter. During freezing weather protect all materials with tarpaulins or other suitable material.

F. ENVIRONMENTAL REQUIREMENTS

1. Temperature: Masonry work shall not be performed when the temperature is below 40 degrees F., except by approval, in which case there shall be provided a satisfactory method of heating materials before laying, and for protection of finished work against freezing. Anti-freeze ingredients shall not be utilized.

SECTION 4C  
UNIT MASONRY

2. Weather: Perform masonry work only under cover in rainy weather.

G. PROTECTION

1. Protect floors and other construction from droppings of mortar. All other improvements shall be protected from damage during the masonry work.
2. Provide non-staining waterproofing covering for top of uncompleted walls when work is not in progress.
3. Protect lawn and planting areas from intrusion of cementitious materials.

H. ALTERNATES

Refer to Section 1B for possible effect on Work of this Section.

4C-2 PRODUCTS

A. MATERIALS

1. Facing Brick: 6-inch SCR brick meeting requirements of ASTM C 216, Grade SW, Type FBX; color matching existing brick at rest room building.
2. Concrete Block:
  - a. Hollow Load-Bearing units meeting requirements of ASTM C 90, Grade A.
  - b. Standard 8x8x16 concrete masonry units, 1 $\frac{1}{4}$ -inch. Face shell with matching bond beams and other special shapes as indicated or required.
3. Steel Reinforcing Bars: Meet requirements of Section 3C.
4. Wire Reinforcing Mesh:
  - a. General: Dur-o-wal, 'K-Web,' 'Krimplok,' or Approved.
  - b. Standard: No. 9 side and cross rods.
  - c. Heavyweight: 3/16-inch side rods and No. 9 cross rods.
5. Metal Ties: Masonry shields, 3/8 inch with flexible anchor as Approved.

SECTION 4C  
UNIT MASONRY

4C-3     EXECUTION

A.    CONDITION OF SURFACES

Prior to the Work of this Section the following items shall have been accomplished:

- a.    The foundation or ledger on which the wall is to be built shall have a clean, level surface.
- b.    The foundation elevation shall be such that the bed joint will not vary more than 1/4-inch to 1/2-inch.
- c.    Projecting reinforcing steel shall be clean of loose rust, scale, dirt, concrete or other material that will inhibit bond.

B.    INSTALLATION OF BRICK

1.    Coordination: Build in door frame furnished under Section 8A. Meet installation requirements of Section 8A.
2.    Wetting: All brick shall be wetted until they have an initial absorption rate not exceeding 0.25 ounces per square inch per minute as determined in conformance with ASTM C67. When being laid the brick shall have suction sufficient to hold the mortar and to delete the excess water from the mortar and grout. The brick shall be sufficiently damp so that the mortar will remain plastic enough to permit the brick to be leveled and plumbed immediately after being laid, without destroying bond.
3.    Laying:
  - a.    All brick shall be clean and free of dust, dirt, or other foreign materials before laying.
  - b.    All brick work shall be plumb, level, and true to line. All corners and angles shall be square unless otherwise indicated on the Drawings.
  - c.    Line blocks shall be used whenever possible. When it is absolutely necessary to use a line pin, the hole in the joint shall be filled with mortar immediately when the pin is withdrawn.
  - d.    All pattern work, bonds, or special details indicated on the Drawings shall be accurately executed. Bond pattern shall match existing.



SECTION 4C  
UNIT MASONRY

- e. Mortar for all bed joints shall be beveled. Beveled bed joints shall be sloped toward the center of the wall in such a manner that the bed joint will be filled when the brick is finally brought to line. Furrowing of bed joints shall not be permitted. Fins of bed joint mortar that protrude into the group space shall be avoided. In no case shall fins be cut off and dropped on to the grout below.
  - f. All head joints shall be completely filled with mortar.
  - g. All brick in stretcher courses shall be shoved into place.
  - h. Bricks that are moved or shifted after setting shall be relaid in fresh mortar.
  - i. Make joints uniform, match existing.
  - j. Use Type S mortar.
4. Reinforcing, Grouting and Metal Ties:
- a. Metal Ties: Install in horizontal mortar joints not more than three courses apart vertically at connections to existing wall and door frames. Drill existing masonry wall to receive masonry shields for metal ties.
  - b. Wire Reinforcing Mesh: Install standard type, in horizontal mortar joints not more than six courses apart vertically and at top two mortar joints as indicated on Drawings; lap joints 8 inches minimum.
  - c. Vertical Reinforcing: Install No. 4  $\emptyset$  bar at 24 inches o.c. maximum and No. 5  $\emptyset$  jamb bars; fill cells full with masonry grout.
  - d. Steel Lintel: Install over door as indicated.
- C. INSTALLATION OF CONCRETE BLOCK
- 1. Coordination:
    - a. Obtain exact sizes of openings for pipes; properly build around them.
    - b. Build in work furnished by other trades, as required, without weakening or defacing masonry work, and as Directed.
  - 2. Laying:
    - a. Lay work to true lines, plumb and level, except where indicated otherwise.

SECTION 4C  
UNIT MASONRY

- b. Lay units in regular bond, breaking vertical joints to true, evenly spaced lines. Tie into existing walls as indicated.
  - c. Units with open cells exposed in walls not permitted.
  - d. Fill joints full with Type M mortar.
  - e. Make joints uniform, approximately 3/8-inch wide, flush type.
  - f. When mortar starts to harden, strike all joints flush and rub with rubber float.
  - g. Bond each course at corners and intersections.
  - h. Where hollow units cannot be used, fill in with brick of same materials.
  - i. Fill cells with masonry grout at locations indicated.
3. Reinforcing:
- a. Wire Reinforcing Mesh: Install heavy weight type in horizontal mortar joints not more than two courses apart vertically, lap joints 3-inches minimum.
  - b. Vertical Reinforcing: Install where indicated.

D. PATCHING

All holes or defective mortar joints in exposed masonry shall be pointed. Where necessary, defective joints shall be cut out and repointed.

E. PROTECTION AND CLEANING

- 1. Extreme care shall be used to prevent any mortar or grout from staining the face of exposed masonry. Any excess grout or mortar shall be removed from exposed surfaces immediately.
- 2. At the completion of the work all exposed masonry shall be clean and free of excess mortar or grout.
- 3. Clean brick walls with 10% muriatic acid solution, Or Approved; rinse with clean water. Leave surfaces clean, free from mortar and other stains.
- 4. If ordinary cleaning is not adequate, special methods shall be used to clean the surfaces as Approved.

SECTION 4C  
UNIT MASONRY

5. Take all necessary precautions in using acid solutions to protect against injury to persons and damage to property and etching of adjacent concrete and masonry surfaces.
6. Leave exterior masonry wall surfaces ready to receive damp-proofing specified in Section 7C.
7. Junction of horizontal and vertical joints shall have no excess mortar.

End of Section 4C



SECTION 5F  
MISCELLANEOUS METALS

The General Conditions, Parts I, II, and III, Special Conditions and Division 1, General Requirements, are part of the requirements of this Section as fully as if repeated herein.

5F-1 GENERAL

A. WORK INCLUDED

Provide all iron and steel work shown on Drawings except as otherwise indicated.

B. RELATED WORK SPECIFIED ELSEWHERE

Rough hardware for carpentry work: Section 6A.

Sheet Metalwork: Section 7H.

Finish painting of steel and iron work: Section 9K.

Imbedded items for precast concrete vault: Division 15.

Anchors, bolts, sleeves and supports for mechanical and electrical work: Divisions 15 and 16 respectively.

C. SHOP DRAWINGS

Submit in accordance with General Conditions.

Show complete fabrication details and installation methods.

D. ALTERNATES

Refer to Section 1B for possible effect on Work of this Section.

5F-2 PRODUCTS

A. MATERIALS

1. Steel: Meet requirements of AISC Manual of Steel Construction, 7th Edition, and ASTM A36.
2. Other Materials: Best commercial quality, suitable for the intended purpose.

B. FABRICATION

1. Meet requirements of AISC Manual of Steel Construction, 7th Edition except as modified or supplemented in this Section and where in conflict with other requirements of the Contract.

SECTION 5F  
MISCELLANEOUS METALS

2. Form to accurate sizes and shapes, with sharp lines and angles.
3. Punch and shear to leave clean surfaces.
4. Weld or bolt permanent connections; grind exposed welds smooth.
5. Screws or bolts shall not be used when they can be avoided; when used, countersink heads, draw up tight, nick threads to prevent loosening.
6. Provide holes and connections for work of other trades.
7. Detail joints and fastenings for ample strength and stiffness, conceal wherever possible. Where exposed to weather, form to exclude water.

C. SHOP TREATMENT

After fabrication and before installation perform the following:

- a. Preparation of surfaces: Remove rust, scale, grease and oil by wire brushing and chemical cleaning.
- b. Galvanized metal: Touch up damaged areas with "Galv-Weld," "Galvicon," or approved. No shop painting required.
- c. All other metal: Provide one heavy coat approved metal primer.

5F-3 EXECUTION

A. INSTALLATION

Install all items in accurate location, plumb to true lines, as detailed, and required for rigidity and permanence.

Meet requirements of AISC Manual of Steel Construction, 7th Edition.

End of Section 5F

SECTION 6A  
ROUGH CARPENTRY

The General Conditions, Parts I, II, and III, Special Conditions and Division 1, General Requirements, are a part of the requirements of this Section as fully as if repeated herein.

6A-1 GENERAL

A. WORK INCLUDED

All carpentry and related work indicated and required except that specified in other sections.

B. RELATED WORK SPECIFIED ELSEWHERE

Header boards at Playcourt: Section 2L.

Wood play equipment: Section 2K.

Concrete formwork: Section 3A.

Finish carpentry at Bldg. 'A': Section 6C.

Plywood siding and exterior trim at Basketball Court Shelter: Section 7F.

Cant strips: Section 7G.

C. WORK INSTALLED but FURNISHED UNDER OTHER SECTIONS

Fabricated steel items: Section 5F.

Glued laminated lumber: Section 6B.

D. EVIDENCE OF LUMBER GRADE

Grade mark and trade mark of Association having jurisdiction shall appear on each piece of lumber material, or a certificate of inspection shall accompany each shipment.

E. MAXIMUM MOISTURE CONTENT OF WOOD

Dimension lumber requiring wood treatment, 16 percent.

All other dimension lumber, 19 percent unless otherwise indicated.

F. BUILDING CODE

Requirements of the Uniform Building Code, 1970 edition, if more rigid than those specified in this Section, shall govern.



SECTION 6A  
ROUGH CARPENTRY

G. STORAGE & PROTECTION

Protect lumber and plywood from the weather.

Store all materials in thoroughly dried buildings or sheds.

Protect roof sheathing until covered by roofing material.

H. ALTERNATES

Refer to Section 1B for possible effect on Work of this Section.

6A-2 PRODUCTS

A. DIMENSION LUMBER

1. General:

- a. Douglas fir, Or Approved, surfaced 4 sides to standard dimensions except where rough sawn lumber is specified or special shapes are indicated .
- b. Meet requirements of WCLIB Standard Grading and Dressing Rules, No. 16.

2. Structural Joists and Plants: 2 to 4 inches thick, 6 inches and wider; grade, "Dense No. 2," WCLIB para. 123-cc, or better, FOHC. Pressure preservative treated where indicated.

3. Structural Light Framing: 2 to 4 inches thick, 2 to 4 inches wide; grade, "No. 2," WCLIB para. 124-c., or better.

4. Studs: "Stud" grade WCLIB para. 121-c. At Bldg. 'A' only.

5. Header Boards Lumber (Detail 9/4): "Construction" grade or better; P.T. #1.

B. PLYWOOD ROOF SHEATHING

Douglas fir, C-C, EXT-DFPA, PS 1-66, 5/8-inch.

C. WOOD POLES

1. Wood Species: Douglas Fir.

2. Butt Diameter: 12 inches minimum.

3. Taper: 1 inch  $\pm$  per ten feet.

SECTION 6A  
ROUGH CARPENTRY

4. Straightness: A straight line from the center of the tip to center of the extreme butt shall lie entirely within the body of the pole and shall be no closer than 3" to the outside surface at any point in the length of the pole.
5. Sweeps shall be in one direction and one plane only. No reverse bends or short crooks will be permitted.
6. Spiral grain twists shall be limited to 1/2 turn (180 degrees) in any 20 feet of length. No hook, butts, or ground swells will be permitted.
7. Drying shrinkage checks shall not exceed 1/4" in width.
8. All poles shall be carefully selected for uniformity of appearance. Selection of poles subject to the approval of the Engineer. Any poles not approved shall be removed and replaced.
9. Preservative Treatment: Meet requirements for Preservative Treatment Method No. 1, Section 6H.

D. FRAMING CONNECTORS

Manufactured by Simpson, Or Approved. Type indicated. When type is not indicated, provide type recommended by manufacturer for conditions of installation as Approved.

E. ROUGH HARDWARE

1. Provide all necessary for proper installation of Work indicated or specified. Sizes and quantities indicated or required by Building Code and Approved.
2. Bolts: ASTM A-307.
3. Hardware shall be hot-dipped galvanized steel or Approved type non-ferrous metal.

F. OTHER MATERIALS

As may be indicated on Drawings or required to complete Work.

6A-3 EXECUTION

A. WORKMANSHIP

1. Install proprietary products in accordance with manufacturer's directions and recommendations.

SECTION 6A  
ROUGH CARPENTRY

2. Carefully lay out, cut, fit and install rough carpentry items.
3. Use sufficient nails, spikes, screws, and bolts to insure rigidity and permanence.
4. Drive nails perpendicular to grain in lieu of toe-nailing where feasible.
5. Machine nailing or stapling with written Approval only.
6. Install work to true line, plumb, and level except as otherwise indicated.

B. JOISTS & RAFTERS

Set with crown side up.

C. FRAMING CONNECTORS

1. Provide where indicated.
2. Secure with nails, screws, or bolts recommended by manufacturer.

D. PLYWOOD ROOF SHEATHING

1. Apply with face grain perpendicular to and continuous over two or more supports, 1/16 inch space between sheets, end joints on bearings, staggered.
2. Secure with 10d common ring shank nails at 6 inches o.c. at supported edges and ends and 8 inches o.c. at intermediate supports.
3. Leave 3/4-inch expansion space at junction with vertical surfaces.
4. Protect from moisture and other damage during construction.

E. WOOD POLES

1. Install as indicated on Drawings.
2. Provide reinforced concrete footings in accordance with applicable requirements of Division 3 - Concrete.



SECTION 6A  
ROUGH CARPENTRY

F. STUDS

Install in accordance with Building Code. Provide blocking required for nailing or surfacing material.

G. INSTALLATION OF ITEMS FURNISHED UNDER OTHER SECTIONS

1. General: Employ only skilled craftsmen; do Work to Engineer's satisfaction.
2. Glue-laminated Lumber: Install members specified in Section 6B in accurate location indicated; anchor as shown or required for rigidity and permanence.
3. Fabricated Steel Items: Install items specified in Section 5F in accurate locations indicated. Provide rough hardware as shown or required.

H. WOOD HEADERS AT FOUNTAIN & TENNIS COURT FENCE

1. Fountain: Install as indicated, Detail 9/4.
2. Tennis Courts: Install new header boards, 2x6, at west fence line after reinstallation of fence. Connections shall match existing.

End of Section 6A

SECTION 6B  
GLUE-LAMINATED LUMBER

The General Conditions, Parts I, II, and III, Special Conditions and Division 1, General Requirements, are part of the requirements of this Section as fully as if repeated herein.

6B-1 GENERAL

A. WORK INCLUDED

Glue-laminated lumber and related hardware.

B. RELATED WORK SPECIFIED ELSEWHERE

Fabricated steel items: Section 5F.

Installation of glue-laminated lumber and rough hardware, framing connectors: Section 6A.

C. STANDARD SPECIFICATIONS

U.S. Commercial Standard CS 253-63 "Structural Glued Laminated Timber," and American Institute of Timber Construction, AITC, standards named hereinafter.

D. MANUFACTURER

By an experienced fabricator in accordance with the manufacturing requirements of "Standard for Structural Glued Laminated Timber," AITC 103.

E. QUALITY CONTROL

In accordance with the Standard Specifications and "Inspection Manual," AITC 200.

F. SHOP DRAWINGS

Submit in accordance with General Conditions.

Include complete fabrication details, including cuts, holes, and camber.

G. SUBMITTAL OF AFFIDAVIT

Deliver to Engineer AITC "Certificate of Conformance," including attachments No. 1 and 2, stating that glue-laminated lumber was manufactured in conformance with the Standard Specifications.

SECTION 6B  
GLUE-LAMINATED LUMBER

6B-2     PRODUCTS

A. LUMBER & STRUCTURAL GRADE

1. Douglas Fir meeting requirements of AITC 301-24 as revised for tension laminations, effective April 1, 1970, using UBC Combination A.
2. Extreme fiber stress for bending 2400 PSI, dry, and 1800 PSI, wet.

B. ADHESIVE

Meet requirements of Standard Specifications; waterproof phenolic resin glues.

C. WOOD PRESERVATIVE TREATMENT

None required.

D. FABRICATION OF GLUE-LAMINATED LUMBER

1. General: Meet requirements of Standard Specifications.
2. Pre-drilling: Pre-drill and piece mark in shop for bolts, lags and split rings.
3. Appearance Grade:
  - a. General: Appearance of members shall be as defined in "Standard Appearance Grades for Structural Glued-Laminated Timber," AITC 110 except as modified or indicated otherwise in the following sub-paragraphs.
  - b. Roof Beams: Industrial appearance grade: S3S.

E. PROTECTION OF GLUE-LAMINATED LUMBER

1. Sealing: Seal end of all members as soon as practicable after end trimming in accordance with "Standard Protection for Structural Timber Framing," AITC 111.
2. Stain Finish: Shop apply one coat of semi-transparent penetrating stain; Olympic, or Approved. Color as selected by Engineer.
3. Wrapping: All members shall be individually wrapped meeting requirements of AITC Specification 111.

6B-3     EXECUTION

A. INSTALLATION OF GLUE-LAMINATED LUMBER

Refer to Section 6A.

End of Section 6B



SECTION 6C  
FINISH CARPENTRY

The General Conditions, Parts I, II, and III, Special Conditions and Division 1, General Requirements, are a part of the requirements of this Section as fully as if repeated herein.

6C-1 GENERAL

A. WORK INCLUDED

Remodel carpentry work at Storage/Utility Building (Bldg. 'A'), and shelves.

B. WORK INCLUDED but SPECIFIED ELSEWHERE

New 'Dutch Door' and rehang existing door, provide hardware: Drawings.

C. WORK INSTALLED but FURNISHED UNDER OTHER SECTIONS

Metal door and related hardware at Bldg. 'B': Section 8A.

D. RELATED WORK SPECIFIED ELSEWHERE

Rough carpentry: Section 6A.

Installation of metal door frame at Bldg. 'B': Section 4C.

Plywood siding and exterior trim: Section 7F.

Painting and staining: Section 9K.

E. EVIDENCE OF LUMBER GRADE

Grade mark and trade mark of Association having jurisdiction shall appear on each piece of lumber material, or a certificate of inspection shall accompany each shipment.

F. ALTERNATES

Refer to Section 1B for possible effect on Work of this Section.

6C-2 PRODUCTS

A. MATERIALS

1. Pre-finished Panel: Weyerhaeuser 'Prefinished Siding/Panel 15'; Or Approved; Double-faced; color, Statuary Bronze.

2. Wood Trim: Douglas Fir, "C&BTR" Finish, V.G., K.D., S4S.

SECTION 6C  
FINISH CARPENTRY

3. Storage Shelving Materials:

- a. Finish Lumber: Douglas Fir, American Woodworking Institute (AWI) custom grade V.G.
- b. Plywood: Douglas Fir, A-D, INT-DFPA, PS 1-66 3/4-inch.

4. Nails: High tensile strength aluminum or hot-dipped galvanized steel, blunt or medium needle with ring-thread shank.

5. Adhesive: Water Resistant type, CS 35-61, Type 11.

6C-3 EXECUTION

A. INSTALLATION

1. General:

- a. Employ skilled craftsmen; do Work to Engineer's satisfaction.
- b. Accurately scribe trim strips and stops to adjacent surface irregularities.
- c. Drive nails perpendicular grain in lieu of toe-nailing when feasible.
- d. Use sufficient nails, screws, bolts, to insure rigidity and permanence.
- e. Install work to true lines, plumb and level except as otherwise indicated.
- f. Machine nailing or stapling with written Approval only.
- g. Clean up after installation with fine sandpaper; remove sharp external corners.

2. Prefinished Panels:

- a. Install as indicated on Drawings.
- b. Meet applicable requirements of Weyerhaeuser Panel 15 Application Instruction Form PW-902.

3. Wood Trim & Stops:

- a. Install as indicated on Drawings in lengths as long as practical.

SECTION 6C  
FINISH CARPENTRY

- b. 45-degree bevel cut end and corner joints.
- c. Nail securely with finish nails, countersunk.
- 4. Storage Shelving:
  - a. Relocate existing shelving. Secure in place as Approved. Repair, clean and make suitable for repainting as Directed.
  - b. Construct new shelving as detailed and in accordance with AWT specifications Custom Grade. Assemble with Adhesive.
  - c. Band exposed plywood edges.
  - d. Secure to walls with countersunk fastenings as Approved.
- 5. Wood Doors: Install in accordance with applicable provisions of AWI specifications.
- 6. Metal Doors: Meet requirements of Section 8A.
- 7. Existing Desk: Relocate and secure to concrete floor with anchor bolts as Approved. Repair, clean and make suitable for repainting As Directed.

End of Section 6C



SECTION 6H  
WOOD TREATMENT

The General Conditions, Parts I, II and III, Special Conditions and Division 1, General Requirements are part of the requirements of this Section as fully as if repeated herein.

6H-1 GENERAL

A. TREATING PLANT

Recognized lumber treatment company having adequate facilities for work meeting requirements of American Wood-Preservers' Association, AWP, Standards specified.

Authorized by preservative material manufacturer and acceptable to the Engineer.

B. TRADEMARK

Preservative material manufacturer's label or stamp on each treated piece, or unit of lumber as Approved.

C. SUBMITTALS

1. Certificate of Compliance:

Furnish affidavit from treating plant, stating that preservative treatment meets requirements of these specifications and moisture content of treated material does not exceed that specified.

2. Boring Analysis:

Submit for all preservative treated lumber and wood poles.

D. MOISTURE CONTENT OF WOOD

Maximum indicated or specified under other Sections or on the Drawings.

E. ALTERNATES

Refer to Section 1B for possible effect on Work of this Section.

6H-2 PRODUCTS

A. OIL-BORNE PRESERVATIVE AND PETROLEUM SOLVENT

Water repellent Pentachlorophenol with Hydrocarbon Solvent, Type B (Volatile Petroleum Solvent-LPG) or Type C (Light Hydrocarbon Solvent with Auxiliary Solvent) meeting requirements of AWP Standards P8 and P9.

SECTION 6H  
WOOD TREATMENT

B. WATER-BORNE PRESERVATIVES

Ammoniacal Copper Arsenite (ACA) or Chromated Copper Arsenate, Type A (CCA-Type A) meeting requirements of AWP Standard P5.

C. WATER-REPELLENT SOLUTION

'Thompson's Water Seal #101' manufactured by E.A. Thompson Co., Inc.; Or Approved.

6H-3 EXECUTION

A. GENERAL

Meet requirements of AWP Standards where applicable except as supplemented and modified under this Section.

B. PRESERVATIVE TREATMENT METHOD NO. 1 (P.T. #1)

1. Pressure impregnate with specified Oil-Borne Preservative and Petroleum Solvent in accordance with AWP Standards C1, C2, C4, and C23 except as modified below.
2. Wood Poles (Section 6A) shall be treated from the butt to a point 2-feet above ground line to a minimum retention of 0.60 lbs. per cubic foot at a depth of 1/4-inch to 1-inch and to a minimum retention of 0.30 lbs. per cubic foot at a depth of 2-inches to 2½-inches. The remainder of the pole shall be treated to a minimum retention of 0.60 lbs. per cubic foot in the outer 1-inch layer. Incising is permitted in the lower zone only. Retention shall be determined by an analysis of borings taken in each of the two zones.
3. Apply two liberal coats of preservative solution in accordance with AWP Standard M4 to surfaces cut in fitting at Project Site or shop.

C. PRESERVATIVE TREATMENT NO. 2 (P.T. #2)

1. Pressure impregnate with specified Water-Borne Preservative in accordance with AWP Standards C1 and C2 except as modified below.
2. Retention shall be 0.40 lbs. per cubic foot for all lumber in contact with ground and 0.23 lbs. per cubic foot for all other lumber.
3. Apply two liberal coats of preservative solution in accordance with AWP Standard M4 to surfaces cut in fitting at Project Site or shop.
4. Treat all lumber indicated "P.T. #2" on Drawings or specified.

SECTION 6H  
WOOD TREATMENT

D. WATER-REPELLENT TREATMENT

1. Apply Water-repellent Solution in accordance with manufacturer's directions and recommendations, or as Approved. Two applications minimum. Application shall be by immersion (dipping), except as Approved. Penetrating oil stain specified elsewhere shall be applied prior to treatment.
2. Apply two liberal brush coats of same solution to surfaces cut in fitting work at Project Site or shop.
3. Treat all lumber indicated "WR. Treat" on the Drawings or specified.

End of Section 6H



SECTION 7C  
DAMPPROOFING

The General Conditions, Parts I, II and III, Special Conditions and Division I, General Requirements, are part of the requirements of this Section as fully as if repeated herein.

7C-1 GENERAL

A. WORK INCLUDED

Application of bituminous dampproofing.

B. DELIVERY OF MATERIALS

Deliver in original containers, manufacturer's original labels thereon.

Do not open containers or remove labels until Engineer inspects and approves.

C. PREPARATION OF SURFACES

Put surfaces in proper condition for application of coatings.

Brush off loose particles; fill holes and cracks.

Surfaces must be dry when coatings are applied.

D. ALTERNATES

Refer to Section 1B for possible effect on Work of this Section.

7C-2 PRODUCTS

A. BITUMINOUS DAMPPROOFING

Toch Bros., 'RIW Marine Liquid'; Horn, 'Dehydratine No. 4'; Sonneborn, 'Hydrocide 648'; or Approved.

7C-3 EXECUTION

A. APPLICATION

1. Apply two heavy coats with brush or spray, each coat to cover surface completely.

2. Leave no pinholes or other surface breaks.

B. SURFACES TO BE COVERED

Apply to concealed surfaces that will be in contact with earth where indicated on the Drawings.

End of Section 7C

SECTION 7F  
WOOD SIDING

The General Conditions, Parts I, II, and III, Special Conditions and Division 1, General Requirements, are part of the requirements of this Section as fully as if repeated herein.

7F-1 GENERAL

A. WORK INCLUDED

Wood siding and exterior trim at Basketball Court Shelter.

B. WORK INCLUDED but SPECIFIED ELSEWHERE

Water-repellent treatment: Section 6H.

C. RELATED WORK SPECIFIED ELSEWHERE

Rough carpentry: Section 6A.

Finish carpentry: Section 6C.

Painting and staining: Section 9K.

D. EVIDENCE OF LUMBER GRADE

Grade mark and trade mark of Association having jurisdiction shall appear on each piece of lumber material, or a certificate of inspection shall accompany each shipment.

E. ALTERNATES

Refer to Section 1B for possible effect on Work of this Section.

7F-2 PRODUCTS

A. MATERIALS

1. Plywood Siding: Western Red Cedar; Texture 1-11, EXT-DFPA; PS 1-66; grooves at 8 inches o.c.; 5/8-inch, 4x8; U.S. Plywood 'Roughtex Texture 1-11'; Or Approved. WR Treat. in accordance with requirements of Section 6H.
2. Wood Trim: Western Red Cedar, "Select Merchantable" grade, S4S, K.D., V.G.; WR Treat. in accordance with requirements of Section 6H.
3. Nails: High tensile strength aluminum, blunt or medium needle with ring-threaded shank.

SECTION 7F  
WOOD SIDING

7F-3 EXECUTION

A. INSTALLATION

1. Plywood Siding:

- a. Apply vertically
- b. Nail 6-inch o.c. at panel edges and 12-inches o.c. at intermediate framing members.
- c. Face nail and slant drive nails starting 1/2-inch from panel edge to penetrate both panels at ship-lapped edges.
- d. Allow 1/16 inch between 4-foot wide panels at vertical joints.
- e. Use 8d nails.

2. Wood Trim:

- a. Install as indicated on Drawings in lengths as long as practical. Vertical members full length.
- b. 45 degrees bevel cut end joints.
- c. Nail securely with finish nails, countersunk.

End of Section 7F



SECTION 7G  
BUILT-UP BITUMINOUS ROOFING

The General Conditions, Parts I, II, and III, Special Conditions, and Division 1, General Requirements, are part of the requirements of this Section as fully as if repeated herein.

7G-1 GENERAL

A. RELATED WORK SPECIFIED ELSEWHERE

Plywood sheathing for roofing and base flashings: Section 6A.

Downspouts at Basketball Shelter, roof drain at Bldg. 'B':  
Section 15A and Drawings.

B. WORK INSTALLED but FURNISHED UNDER OTHER SECTIONS

Roof flashing, reglet, metal coping and cleats, strainers:  
Section 7H.

C. ACCEPTABLE MANUFACTURERS

All materials for any one roof shall be products of one manufacturer.  
Certainteed, Bird, Pioneer/Flintkote, Fry, Johns-Manville; or Approved.

D. APPLICATOR QUALIFICATIONS

Roof shall be applied by a roofing contractor approved by the Manufacturer of the roofing materials and Engineer.

E. PRODUCT LABELING

Deliver material in original packages with manufacturer's original labels attached.

Labels on bitumen shall indicate composition and softening point.

Remove labels or open packages only after Engineer has inspected.

F. STORAGE OF MATERIALS

Store roofing felts or fabrics off ground, completely protected from weather.

G. PROTECTION OF UNFINISHED WORK

Before stopping work for the day protect unfinished roof with a glaze coat.

SECTION 7G  
BUILT-UP BITUMINOUS ROOFING

H. ENVIRONMENTAL REQUIREMENTS

1. Apply roofing only when ambient temperature is above 40 degrees F. and is rising.
2. Apply roofing only in dry weather and when roof plywood sheathing is dry.

I. NOTICES

Notify Engineer and roofing Manufacturer at least 24 hours before starting work.

J. GUARANTEE

Provide written guarantee that roofing, flashings, and all other work which is a component part of roofing will be weather tight against ordinary wear and usage for a period of two (2) years from and after the Date of Substantial Completion. This guarantee is an extension of one (1) year guarantee of all Work called for under the General Conditions. Guarantee shall include requirements of the General Conditions.

K. ALTERNATES

Refer to Section 1B for possible effect on Work of this Section.

7G-2 PRODUCTS

A. MATERIALS

Materials shall be The Flintkote Company brands, Or Approved, as required to complete roof system and base flashing specifications. Refer to Paragraph 7G-3 EXECUTION.

- a. Cant Strip: Flintkote asphalt integrally treated cant strip; Or Approved. 4-inch size.
- b. Summary of Roof Materials; Weight per 100 sq. ft.:

H.M.P Asphalt sprinkle mopping	15 lbs.
No. 40 Flaxine Base Sheet or All-Weather Base Sheet (3 layers)	120 lb.s
H.M.P. Asphalt moppings between layers (2 @ 25 lbs.)	50 lbs.
Flood coat of H.M.P. Asphalt to receive gravel	60 lbs.
Gravel surfacing	<u>400 lbs.</u>
Approximate Total Weight	645 lbs.

SECTION 7G  
BUILT-UP BITUMINOUS ROOFING

c. Summary of Base Flashing Materials:

H.M.P. Asphalt  
No. 40 Flaxine Base Sheet or All-Weather  
Base Sheet (2 layers)  
No. 30 Asphalt Felt  
No. 90 'Yosemite' Mineral Surfaced Cap Sheet  
C-13-C4 Asphalt Emulsion

d. Flashing Compound:

Asbestos-fibered asphalt cement, premium grade,  
Flintkote/Pioneer No. 810-21; Or Approved.

7G-3 EXECUTION

A. INSPECTION

1. Examine surfaces to receive roofing for conditions that will adversely affect execution, permanence, and quality of Work.
2. Installation of roofing shall not begin until conditions are satisfactory.

B. BUILT-UP BITUMINOUS ROOF SYSTEM

1. General: The following referenced specifications establish standards of quality required, but are not restrictive. Materials of same type produced by other Manufacturers listed above may be substituted, subject to Engineer's approval; refer to Instructions to Bidders. Types, weights and quantities of materials, and methods of installation may not be changed.
2. Type and Composition: Meet applicable requirements of The Flintkote Company/Pioneer Division, Specification No. AAA-2-A; Or Approved.
3. Base Flashings:
  - a. Provide wherever roof intersects vertical or inclined surfaces.
  - b. Turned up roofing in lieu of base flashings shall not be permitted.
  - c. Providing flashing endorsements.



SECTION 7G  
BUILT-UP BITUMINOUS ROOFING

- d. Meet applicable requirements of The Flintkote Company/  
Pioneer Division, Specification No. AAA-2-A and AAA Base  
Flashing, Wood Parapets.

C. ROOF FLASHING, METAL COPING, & STRAINER INSTALLATION

1. General:

- a. Protect metals from injury.
- b. Allow for expansion, contraction, and for shrinkage of  
wood construction.
- c. Workmanship shall be of highest quality true to detail  
with clean, straight, sharply defined lines and profiles  
executed by skilled craftsmen.
- d. Joints shall be strong and rigid at adjoining sections.
- e. Provide suitable anchors, expansion shields, and other  
required items to complete work. Use concealed fastenings  
wherever practicable. Where necessary to expose nailing,  
use large head nails capped with lead.
- f. Secure all flashing and sheet metal items in place.
- g. Meet requirements of roofing material Manufacturer, or as  
Approved.

2. Metal Coping:

- a. Provide continuous metal cleats over parapet wall base  
flashing at each side of wall
- b. Lock edges of metal coping over cleats, set end joints in  
flashing compound. Allow for expansion between sections.  
Provide galvanized sheet metal backing strips at each joint,  
bed in flashing compound. Provide expansion shields at  
joints as Approved.

- 3. Roof Flashing: Install as recommended by roofing materials  
Manufacturer. Install reglet. Refer to paragraph 7G-3, B, 2.

- 4. Strainer: Install in each roof drain outlet; fit tight.

- 5. Roof Scuppers: Install as indicated and specified.

End of Section 7G

SECTION 7H  
METAL ROOF FLASHING & TRIM

The General Conditions, Parts I, II, and III, Special Conditions and Division 1, General Requirements are part of the requirements of this Section as fully as if repeated herein.

7H-1 GENERAL

A. WORK INCLUDED

Roof flashing, metal coping and cleats, reglet, and strainers.

B. RELATED WORK SPECIFIED ELSEWHERE

Wood blocking and nailers for securing flashing and sheet metal work: Section 6A.

Installation of roof flashing, metal coping, cleats and strainers: Section 7G.

Guarantee for proper placement of all sheet metal in contact with roof or wall: Section 7G.

Painting of metal coping: Section 9J.

Roof drain conductors: Section 15A.

C. SHOP DRAWINGS

Submit in accordance with General Conditions.

Show complete construction details, fabrication and installation methods.

D. ELECTROLYTIC PROTECTION

Where metal sheets come into contact with dissimilar materials, treat juncture to prevent electrolysis, as Approved.

E. COORDINATION

Coordinate work for prompt coverage of completed roofing.

F. ALTERNATES

Refer to Section 1B for possible effect on Work of this Section.

7H-2 PRODUCTS

A. MATERIALS

1. General:

Materials shall be best commercial quality. Thickness not less than that indicated in this Section. Use heavier gauges if indicated on Drawings.

2. Galvanized Iron Sheet Metal:

ASTM A-93, No. 24 gauge, unless otherwise indicated.

SECTION 7H  
METAL ROOF FLASHING & TRIM

3. Reglet:  
Type B-1 Cushion-Lock Reglet, Superior Concrete Accessories Inc;  
Or Approved.
4. Solder:  
Best commercial quality, type most suitable for metal to be  
soldered.
5. Strainers:  
Removable basket type, 1/4 inch mesh, 14 gauge wire, galvan-  
ized steel.

B. FABRICATION

1. General:
  - a. Fabricate work true to detail with clean, straight, sharply defined lines and profiles; reinforced as required for stiffness. Metals shall have smooth finish surface, except where otherwise indicated.
  - b. Highest quality in all respects, executed by skilled crafts-  
men.
  - c. Joints and seams shall be neatly formed and finished; locate  
where least conspicuous. Exposed joints shall be close  
fitting.
  - d. Execute drilling, cutting and fitting carefully. When  
required, fit work at Project Site before finishing.
  - e. Except as otherwise required, solder or weld shop assembled  
connections.
  - f. Make exterior work permanently water tight.
  - g. Verify measurements in field as required for work fabri-  
cated to fit job conditions.
2. Metal Coping:
  - a. Form to detail in standard sheet lengths.
  - b. Corners shall be shop formed and soldered; extend at least  
1 foot each side of corner.
  - c. Attachment cleats shall be continuous both sides of wall.
3. Roof Flashing:  
Form to detail in accordance with Approved shop drawings.

7H-3 EXECUTION

Refer to Section 7G.

End of Section 7H



## SECTION 7I SEALANTS

The General Conditions, Parts I, II and III, Special Conditions and Division 1, General Requirements, are part of the requirements of this Section as fully as if repeated herein.

### 7I-1 GENERAL

#### A. WORK INCLUDED

Sealing expansion and construction joints in concrete paving where indicated on the Drawings and around metal door frame at new electrical room, Building 'B'.

#### B. GUARANTEE

Guarantee under General Conditions shall be increased to five (5) years for Work under this Section.

#### C. ENVIRONMENTAL REQUIREMENTS

Meet requirements of sealant manufacturer.

#### D. ALTERNATES

Refer to Section 1B for possible effect on Work of this Section.

### 7I-2 PRODUCTS

#### A. MATERIALS

##### 1. Sealants:

a. Type 'A' (at expansion/construction joints): Daraseal - U Traffic Grade two-component polyurethane sealant, W.R. Grace & Co.; Or Approved. Approximate color of adjacent surfaces as Approved, standard color.

b. Type 'B' (at metal door frame): Silicone type as recommended by manufacturer for required application; G.E., Dow 780 Building Sealant; Or Approved. Standard color as selected by Engineer.

2. Primer: Made or recommended by manufacturer of sealant.

3. Bond Breaker Type: Polyethylene bond breaker tape as Approved.

4. Backer Rod:

a. Closed-cell polyethylene gasketing rod; Dow 'Ethaform'; Or Approved.

SECTION 7I  
SEALANTS

- b. Diameter shall be 1/3 greater than width of joints to receive backer rod.

7I-3 EXECUTION

A. INSPECTION

1. Examine surfaces scheduled to receive sealant for:
  - a. Defects that will adversely affect the execution and quality of work.
  - b. Deviations beyond allowable tolerances for installation recommended by manufacturer of sealant.
2. Do not start work until unsatisfactory conditions are corrected.

B. INSTALLATION

1. Bond Breaker Tape/Breaker Rod:
  - a. Install behind sealant in accordance with manufacturer's recommendation. Tape at expansion/construction joints. Rod at door frame.
  - b. Provide in continuous lengths as long as practicable.
  - c. Stretch taut and insert into joints with proper tool to uniform depth.
2. Primer: Prime surfaces to receive sealant.
3. Sealant:
  - a. Apply sealant in accordance with manufacturer's directions. Joints shall be clean and dry before sealing.
  - b. Apply with gun having nozzle of proper size.
  - c. Fill joints and voids solid; superficial pointing with skin bead shall not be permitted.
  - d. Remove excess material and leave surfaces neat, smooth and clean.
4. Protection:
  - a. Mask surfaces adjacent to joints as required for complete protection.
  - b. Protect sealant during curing period.

End of Section 7I

SECTION 8A  
METAL DOORS AND FRAMES

The General Conditions, Parts I, II, and III, Special Conditions and Division 1, General Requirements, are part of the requirements of this Section as fully as if repeated herein.

8A-1 GENERAL

A. RELATED WORK SPECIFIED ELSEWHERE

Installation of hollow metal work: Sections 4C & 6C.

Sealing of door frames in walls: Section 7I.

Finish painting: Section 9K.

B. QUALITY ASSURANCE

1. Acceptable Manufacturers: M. Renter & Son, Grand Metal Co.; Or Approved.
2. Building Codes: Meet requirements of Uniform Building Code, 1970 Edition.
3. Standard Specifications: Except as modified herein, meet requirements of "Recommended Architectural Specifications for Custom Hollow Metal Doors and Frames" Standard No. CHM-1-70, published by the National Association of Architectural Metal Manufacturers, Chicago, Illinois.

C. SHOP DRAWINGS

1. Submit in accordance with General Conditions.
2. Show elevations, principal construction features and dimensions of each door type and frame type, cut-outs, reinforcements, joints, welds, complete anchorage details, and other pertinent details.
3. Verify all dimensions and details with field conditions.

D. CLEARANCE TOLERANCES

Single swing doors shall have not more than 1/8-inch clearance at jambs and heads and 1/2-inch clearance at bottom. The lock edges of doors shall be so designed as to provide proper operating clearance.



SECTION 8A  
METAL DOORS AND FRAMES

E. MANUFACTURER'S AFFIDAVIT

Furnish signed affidavit from manufacturer stating that the hollow metalwork delivered to project meets the requirements of these specifications.

F. EXISTING CONDITIONS

Verify existing conditions with drawing requirements. Adjust as required to meet existing conditions as approved by Engineer.

G. SEQUENCING, SCHEDULING

Schedule delivery of doors and frames for rapid enclosure and security of structure.

H. ALTERNATES

Refer to Section 1B for possible effect on work of this Section.

8A-2 PRODUCTS

A. BASIC MATERIAL

1. Sheet steel for frames shall be hot rolled prime quality carbon steel.
2. Sheet steel for doors shall be cold rolled stretcher level sheet steel.

B. FRAMES

1. Frames shall be combination buck, frame and trim type.
2. Minimum gages: 16 gage for all doors.
3. Brake-form steel sheets:
  - a. Provide profiles and shapes free of warp, buckles, fractures, or other defects.
  - b. Form stops integral with frames; terminate at floor.
4. Corners and connections shall be either welded with exposed welds ground flush and smooth or mechanically assembled (knock-down) type at Contractor's option.

SECTION 8A  
METAL DOORS AND FRAMES

5. Anchors:

- a. Provide a masonry anchor at each jamb for each 2 feet of door height, not less than 4 for each jamb.
- b. Weld 12-gage stiffeners 4 inches wide to frame at anchor locations.
- c. Secure a metal clip angle at bottom of each jamb member for anchoring to floor, with a minimum of 2 fasteners.

C. DOORS

1. Flush Doors:

- a. Face sheets shall be of 18 gage steel, minimum.
- b. No seams on vertical edge.
- c. Top and bottom with flush end enclosure.
- d. Weld edges continuously and ground smooth.
- e. All doors 1-3/4 inch thickness.

2. Internal Stiffeners:

- a. Minimum 16-gage steel.
- b. Space at not over 6-inch centers running vertically.
- c. Spot weld to face panels at maximum 5-inch intervals.

3. Sound Deadening: Interior surfaces shall be treated with a sound-deadening material to eliminate metallic ring.

4. Insulation: Fill interior with spun glass; Or Approved.

D. PREPARATION FOR FINISH HARDWARE

1. Prepare doors and frames to receive hardware:

- a. Obtain from hardware supplier Approved hardware schedule, hardware templates, and samples of physical hardware where necessary to insure correct fitting and installation.
- b. Preparation includes sinkages and cutouts for mortise and concealed hardware.

SECTION 8A  
METAL DOORS AND FRAMES

2. Provide reinforcements for both concealed and surface applied hardware:
  - a. Drill and tap mortise reinforcements at factory, using templates.
  - b. Install reinforcements with concealed connections designed to develop full strength of reinforcements.
  - c. Provide standard reinforcement for surface door closers, whether or not closers are listed in hardware schedule.
  - d. Drill stops for door silencers.

E. FINISH

1. Doors and frames shall be leveled and ground smooth.
2. Apply mineral filler to eliminate weld scars and other blemishes.
3. Zinc Coating:
  - a. Fabricate doors and frames from zinc-coated pre-treated sheets.
  - b. Zinc coating shall be 1.25 ounces per square foot in accordance with ASTM A 525.
4. Clean, bonderize and give factory coat of baked-on rust-inhibitive gray metal primer.

F. HARDWARE

Each door shall have the following:

1½ prs. Butts	BB 4101, 26D, 4½x4½, NRP; Lawrence Bros.
1 Lock	Best Lock, match Bureau of Parks Master System.
1 Closer	4010 series, aluminum; LCN.
1 Kick Plate	5150, 10x2", LDW, US-27; Cipco.
1 Weatherstrip	318A Extruded aluminum; Pemko
1 Stop	407, B26D; H.B. Ives
3 Silencers	No. 20; H.B. Ives

Other manufacturers as Approved.



SECTION 8A  
METAL DOORS AND FRAMES

8A-3 EXECUTION

A. INSTALLATION OF FRAMES

1. Exercise care in setting of frames to maintain dimensions indicated on approved shop drawings; hold head level and maintain jambs plumb and square.
2. Secure anchorages and connections to adjacent existing and new construction required to insure rigidity and permanence.
3. Wherever possible, leave frame spreader bars intact until frames are set perfectly square and plumb, and anchors are securely attached.
4. Provide metal shims as indicated and required.
5. Allow for expansion movement as required.
6. Coat inside of frames with bituminous coating approved by frame manufacturer to protect against corrosion from admixtures to masonry grout or mortar.

B. INSTALLATION OF DOORS & HARDWARE

1. Apply hardware in accordance with hardware manufacturer's templates and instructions.
2. Adjust operable parts for correct function.
3. Remove hardware, with the exception of prime-coated items, tag, box and reinstall after finish paint work is completed.

C. PRIME COAT TOUCH-UP

1. Immediately after erection, areas where prime coat has been damaged shall be sanded smooth and touched up with same primer as applied at shop.
2. Remove rust before touch-up is applied.
3. Touch-up shall not be obvious.
4. Before job painting is started, obtain Engineer's approval of door finish.

D. PROTECTION

Protect installed hollow metalwork against damage from other construction work.

End of Section 8A

SECTION 9B  
GYPSUM DRYWALL

The General Conditions, Parts I, II and III, Special Conditions and Division 1, General Requirements are part of the requirements of this Section as fully as if repeated herein.

9B-1 GENERAL

A. WORK INCLUDED

Wall in Storage/Utility Building.

B. RELATED WORK SPECIFIED ELSEWHERE

Framing and furring to receive gypsum wallboard: Section 6A.

Painting: Section 9K.

C. STANDARD SPECIFICATIONS

ANSI, American National Standards Institute, Standard A97.1, Specifications for Application and Finishing of Wallboards.

D. BUILDING CODE

Requirements of the Uniform Building Code, 1970 edition, if more rigid than those of this Section, shall govern.

E. PRODUCT DELIVERY AND STORAGE

All materials shall be delivered to the Project in their original, unopened containers or bundled and stored at a location providing protection from damage and intrusion of moisture.

F. ENVIRONMENTAL REQUIREMENTS

1. During cold weather and during the period of wallboard application and joint finishing the temperature within building shall be maintained uniformly within the range of 55 degrees F to 70 degrees F. Adequate ventilation shall also be provided to eliminate excessive moisture within building during the same periods.

2. Refer to Section 1C for temporary enclosures and heat.

G. PROTECTION

Protect adjacent existing or new surfaces to preclude damage, splattering and staining during execution of work.

SECTION 9B  
GYPSUM DRYWALL

H. ALTERNATES

Refer to Section 1B for possible effect on Work of this Section.

9B-2 PRODUCTS

A. MATERIALS

1. General: Meet applicable requirements of the Standard Specifications.
2. Gypsum Wallboard: 5/8-inch thick, Type "X", U.S. Gypsum, Johns-Manville, G-P/Bestwall, Kaiser, Celotex, National Gypsum, Pabco; Or Approved.
3. Accessories and Joint Treatment Products: Made or recommended by gypsum wallboard Manufacturer as required.

9B-3 EXECUTION

A. INSPECTION

Examine construction and surface scheduled to receive wallboard for defects and conditions that will adversely affect the execution and quality of Work. Do not start Work until unsatisfactory conditions are corrected.

B. APPLICATION

Apply and finish wallboard in accordance with applicable provisions of the Standard Specifications and Manufacturer's written directions. Finish all joints and nail heads with the tape joint system.

C. CLEANING & REPAIRING

1. After application and before painting, correct damage and defects.
2. Leave surfaces clean and smooth.

End of Section 9B



SECTION 9K  
PAINTING

The General Conditions, Parts I, II and III, Special Conditions and Division 1, General Requirements are part of the requirements of this Section as fully as if repeated herein.

9K-1 GENERAL

A. RELATED WORK SPECIFIED ELSEWHERE

Water repellent treatment: Section 6H.

B. NO FINISH REQUIRED

1. Items having complete factory finish.
2. Non-ferrous metal unless specifically mentioned in painting schedule.

C. COLORS

1. Selected by Engineer from samples prepared on site by Contractor.
2. Allow ample time for selections; do no work until colors are approved.

D. LABELS

1. Deliver materials in original containers, manufacturer's labels thereon.
2. Do not open containers or remove labels until Engineer inspects and approves.

E. INFLAMMABLE MATERIAL

1. Take extraordinary care to prevent fire.
2. Open cans of paint and stain only when needed.
3. Keep rubbing cloths and oily rags in tightly closed metal containers, or remove from building at close of each day's work.

F. SAMPLE PRODUCTS

1. Submit duplicate samples of each finish color and sheen. Sample size 12x12 inch minimum.
2. Submit samples on substrate identical to that intended for use on Project.

SECTION 9K  
PAINTING

3. Obtain Approval before proceeding. Resubmit until Approval is obtained.

G. MAINTENANCE MATERIALS

1. Furnish one gallon of each type and color of paint and stain in previously unopened containers when indicated by (MM).
2. Label for positive identification; deliver to Local Public Agency.

H. ALTERNATES

Refer to Section 1B for possible effect on Work of this Section.

9K-2 PRODUCTS

A. GENERAL

1. Products for each general purpose shall be of same manufacturer.
2. Products of different manufacturers shall not be used over one another, except for shop prime coats applied under other Sections of these specifications.

B. MATERIALS

1. Products named under this Section require no further approval.
2. Submit requests for substitution Approvals in accordance with Instructions to Bidders, Division B.
3. The following product numbers are given to establish quality, and are not intended to indicate desired color.
  - a. Galvanized Seal Primer: Glidden, 5229; Sherwin Williams, A-57-A-15; National Lead 041; Fuller, 7747; Pittsburgh, 6-206; Or Approved.
  - b. Rust Inhibiting Primer: Pittsburgh, 6-202; Or Approved.
  - c. Emulsion Sealer: Pittsburgh, 6-2 PVA Sealer.
  - d. Exterior Wood Primer: Pittsburgh, 6-9; Or Approved.
  - e. Exterior/Interior Alkyd Gloss Enamel: Pittsburgh, 6-274 and 6-275; Or Approved. (MM)
  - f. Exterior Wood Alkyd Gloss Finish: Pittsburgh, 6-25; Or Approved. (MM)

## SECTION 9K PAINTING

- g. Latex Semi Gloss Enamel: Pittsburgh, 6-510; Or Approved.(MM)
- h. Penetrating Oil Stain: Semi-transparent, Olympic, Cabot; Or Approved. (MM)
- i. Floor Enamel: Pittsburgh Line 3, Florhide Floor Enamel; Or Approved.
- j. Court Line Paint: California Products Corp. Plexicolor Acrylic Line Paint; Or Approved.
- k. Epoxy Coating: Pittsburgh, Aquapon, Polyamide Epoxy Coating; Or Approved.
- l. Nonskid Enamel: Kelley Technical Coatings Inc., Olympic Super Convoy Nonskid Coating; Or Approved.

### C. MATERIAL LIST

- 1. Submit complete and detailed list of materials proposed for use on work.
- 2. Obtain Engineer's approval before ordering.

## 9K-3 EXECUTION

### A. INSPECTION

Examine surfaces scheduled to receive paint or stain for defects or conditions that will adversely affect the execution and quality of labor. Do not start work until unsatisfactory conditions are corrected.

### B. PREPARATION OF SURFACES

- 1. General: Prepare surfaces in proper condition to receive paint as recommended by paint manufacturer as applicable. Surfaces to receive paint or stain shall be absolutely clean and dry.

Contractor responsible for defective work from any cause including unsuitable and improperly prepared surface.

- 2. Wood Painting: Sandpaper smooth, dust off, seal sap pockets and knots.

After prime coat application, fill holes and cracks with putty, plastic wood or plastic filler as Approved.

- 3. Sandblasting: Remove rust, scale, loose paint from existing work or equipment by sandblasting where indicated. Obtain Engineer's inspection of prepared surface prior to proceeding with required paint applications.



SECTION 9K  
PAINTING

C. PAINT & STAIN APPLICATION

1. Workmanship:

- a. Highest quality, performed by skilled craftsmen to Engineer's satisfaction.
- b. Apply paint and stain in strict accordance with manufacturer's printed directions.
- c. Protect adjacent surfaces.
- d. Spread material evenly, without runs or sags.
- e. Vary colors of successive coats to prevent skipping.
- f. Cut sharp lines against other materials and different colors.
- g. Allow ample time between coats for thorough drying.

2. Mixing & Thinning:

- a. Mix and thin proprietary products in strict accordance with manufacturer's printed instructions.
- b. Mix and thin other materials in accordance with standard practice, as Approved.

3. Method of Application:

- a. Brush or roll apply all paint. Brush apply all stain.
- b. Apply no paint or stain by spray method except court line markings unless approved by Engineer.

4. Condition of Surfaces:

- a. Do no outside work during damp or freezing weather, or until surfaces have thoroughly dried from effects of such weather.
- b. Apply paint or stain only when dust or insects are not present in quantities that will affect quality of work.

9K-4 PAINTING & STAINING SCHEDULE

A. GENERAL

- 1. Work list hereinafter is in addition to shop coats specified in other Sections of these specifications.

SECTION 9K  
PAINTING

2. Colors as indicated or selected by Engineer.

B. BASKETBALL COURT SHELTER

1. Wood Poles & Lumber Where Indicated:

- a. Included: Wood Poles, Trim Boards, Plywood Facia, Out-riggers, 2x6 between Outriggers, 2x12 at Outtrigger, 4x10 at end walls.
- b. Apply 2 brush coats Penetrating Oil Stain.

2. Metal Coping & Scupper:

- a. 1 brush coat Galvanized Seal Primer.
- b. 2 brush coats Exterior/Interior Alkyd Gloss Enamel.

C. ELECTRICAL ROOM ADDITION (At Bldg. 'B')

1. Metal Coping & Scupper:

- a. 1 brush coat Galvanized Seal Primer.
- b. 2 brush coats Exterior/Interior Alkyd Gloss Enamel.

2. Metal Door & Door Frame:

- a. 1 brush coat Rust Inhibiting Primer.
- b. 2 brush coats Exterior/Interior Alkyd Gloss Enamel.

D. UTILITY/STORAGE BUILDING (Bldg. 'A')

1. Interior Plaster Ceilings & Walls; Gypboard Walls:

- a. 1 brush or roller coat Emulsion Sealer.
- b. 2 brush or roller coats Latex Semi Gloss Enamel.

2. Interior Trim, Existing Storage Shelving & Desk:

- a. 1 brush coat Exterior Wood Primer.
- b. 2 brush coats Exterior Wood Alkyd Gloss Finish.

3. New Storage Shelving: 2 brush coats Penetrating Oil Stain, wipe second coat dry with clean cloth.

SECTION 9K  
PAINTING

4. Interior Floor: 2 brush coats Floor Enamel, 1 mil dry film total thickness, 1/2 mil each coat.
5. Doors, Exterior Door & Window Trim:
  - a. 1 brush or roller coat Exterior Wood Primer.
  - b. 2 brush or roller coats Exterior Wood Alkyd Gloss Finish.
6. Roof Eave Overhang & Trim
  - a. Provide at entire perimeter of building.
  - b. 1 brush coat Exterior Wood Primer.
  - c. 2 brush coats Exterior Wood Alkyd Gloss Finish.
- E. DRINKING FOUNTAINS
  1. Primer as recommended by manufacturer of Epoxy Coating.
  2. 2 brush coats Epoxy Coating, PPG Paint Systems #8 & #51. One color required.
- F. FOUNTAIN
  1. Fire Hydrants:
    - a. Primer as recommended by manufacturer of Epoxy Coating.
    - b. 2 brush coats Epoxy Coating, PPG Paint System #51. Two colors required as indicated on Drawings.
  2. Step Stripe:
    - a. Primer as recommended by manufacturer of Nonskid Enamel.
    - b. 2 brush coats Nonskid Enamel.
- G. COURT LINE MARKINGS
  1. Markings Included:
    - a. Tennis Courts: 4 full courts plus 1 volleyball court 'hash marks' as indicated.
    - b. Playcourt Area: One each, Badminton & Volleyball; two each of Four Square and Hopscotch.



SECTION 9K  
PAINTING

- c. Tetherball: Dividing line, 2 inches wide.
- 2. Apply 2 brush or spray coats Court Line Paint.

End of Section 9K

SECTION 15A  
MECHANICAL WORK

The General Conditions, Parts I, II, and III, Special Conditions and Division 1, General Requirements are a part of the requirements of this Section as fully as if repeated herein.

15A-1 GENERAL

A. WORK INCLUDED

The work, in general, includes the following:

- a. Fountain water supply; recirculation, filtering and drainage systems, pump vault and related work.
- b. Roof drainage systems for Basketball Court Shelter and Electrical Room addition to Building 'B'.
- c. New domestic water supply system.
- d. Steel catch basin, storm drainage piping and related work at Playcourt Area.

B. RELATED WORK SPECIFIED ELSEWHERE

Catch basin/drywell, sub-drainage systems: Section 2F.

Electrical for fountain pump and flow control switch: Division 16.

C. REGULATIONS AND PERMITS

Perform work in accordance with applicable codes and regulations. Obtain all permits, licenses and certificates of approval.

D. SUBMITTALS

1. Provide Owners Maintenance Brochure, Manufacturer's Affidavits, Project Record Documents, all in accordance with Special Conditions, Division M.
2. Product Listing:  
  
Submit prior to 15 days after Contract date and before beginning mechanical work a complete list of all specified and approved products proposed to be incorporated into the Work.

E. SHOP DRAWINGS

1. Submit in accordance with General Conditions, Part I.
2. Show installation details, diagrams and dimensions.

SECTION 15A  
MECHANICAL WORK

3. Manufacturer's standard details and layouts may be submitted.

F. DESIGN & PLAN

Layout of piping and equipment is schematic and approximately correct. Contractor shall plan exact location with respect to work shown on other Drawings, measurement at Project Site, work of other trades, and existing Project Site conditions.

G. STANDARD SPECIFICATIONS

Title 25 Plumbing Regulations, Municipal Code City of Portland, Oregon.

H. ENVIRONMENTAL CONDITIONS

1. Solvent weld PVC pipe only during non-freezing weather.
2. Solvent weld PVD pipe only under cover in rainy weather.
3. Meet other requirements and recommendation of PVC pipe manufacturer.

I. TRENCH SHARING

Coordinate with work specified under Section 2I, Irrigation, for installation of domestic water piping in irrigation trenches.

J. PRODUCT DELIVERY, STORAGE, HANDLING & PROTECTION

1. Protect against damage and discoloration.
2. Store PVC pipe and fitting out of direct sunlight.

K. CUTTING & PATCHING

In accordance with requirements of Special Conditions, Division M.

L. TESTS

1. Fill all fountain waste piping and rain drain piping with water and test for 30 minutes. Piping shall be proven water-tight under a minimum water head of 10 feet. Furnish test gauge.
2. Domestic water supply system shall be tested and proven water-tight under local water pressure. Length of test shall be as determined by Engineer and will not exceed 12 hours.



SECTION 15A  
MECHANICAL WORK

M. ALTERNATES

Refer to Section 1B for possible effect on Work of this Section.

15A-2 PRODUCTS

A. GENERAL

1. Materials and equipment shall be new and of brands, types, and manufacturer as shown on Drawings, specified in this Section, Or Approved.
2. Whenever reference is made to a product of a particular manufacturer, such reference shall be understood to be made for the sole purpose of facilitating the description and representative quality of the product intended for use.
3. Each type of material or model of equipment shall be of one manufacturer throughout.

B. SUBSTITUTIONS

1. Manufacturer's catalog numbers specified establish standard of quality required, but are not restrictive.
2. Similar products of other manufacturers may be substituted, if approved by Engineer in accordance with Instructions to Bidders.

C. FOUNTAIN MATERIALS & EQUIPMENT

1. Pipes and Fittings:
  - a. Markings: All PVC (polyvinyl chloride) pipe and fittings shall bear the manufacturer's name or trade mark, material designation, nominal size, applicable IPS schedule or class rating, NSF seal of approval, and Product Standard number (pipe only).
  - b. Class 200 PVC Pipe: PVC 1120, Class 200, SDR-21 meeting requirements of PS 22-70, IPS, NSF approved; color, white.
  - c. Schedule 80 PVC Pipe: PVC 1120, Schedule 80, meeting requirements of PS 21-70, IPS, NSF approved; color, white or grey.
  - d. PVC Pipe Fittings: All fittings shall be injection molded of a polyvinyl-chloride compound (PVC 1120) featuring both high chemical resistance and high impact strength in compliance with cell classification 13454A as described in ASTM D1784; IPS, NSF approved.

SECTION 15A  
MECHANICAL WORK

- (1) Standard Weight PVC Pressure Fittings: Schedule 40, white or grey PVC, meeting requirements of ASTM D2466.
- (2) Heavy Duty PVC Pressure Fittings: Schedule 80 white or grey PVC, meeting requirements of ASTM D2464 and D2427.
- e. Galvanized Pipe and Fittings: Standard weight Schedule 40 pipe, hot dipped galvanized and threaded. Screwed cast iron or galvanized malleable fittings.
- f. Copper Pipe and Fittings: Type 'L' hard drawn pipe; wrought copper fittings.
- g. Cast Iron Pipe & Fittings: Meet applicable requirements of Standard Specifications.
- 2. PVC Solvent Cement & Primers:
  - a. Solvent Cement: NSF approved, for Type I & II PVC through 4-inch sizes meeting requirements of ASTM D2564.
  - b. Primer: NSF approved; Weld-On No. P-70, Industrial Polychemical Service.
- 3. Valves:
  - a. Gate Valve: Brass construction, service rated at not less than 200 PSI, threaded ends, 2-inch stem nut; size as indicated; quality equal to Crane, Powell, Hammond, Wallworth.
  - b. Ball Valve: Brass body, teflon seat, bronze ball valve; Worchester No. 4211-T, Jenkin No. 1101; Or Approved.
  - c. Check Valve: Non-slam type, Metraflex 'Silent-Check', Or Approved.
  - d. Diverting Valve: Jamesbury 1-inch diverting valve No. AMD 2236TT (SS Ball); Or Approved. Modify handle as indicated on Drawings.
  - e. Hose Bib: Central Brass No. 575-L.15 1/2-inch.
- 4. Drains:
  - a. Overflow Drain: Model No. A-41035, StaRite Industries, Inc.; Model No. 7601, Swimquip Inc.; Or Approved. 2-inch FIP full angle gutter drain, cast brass body and chrome plated grate with vandal-proof screws.

SECTION 15A  
MECHANICAL WORK

- b. Vault Drain: Josam adjustable round Super-Flo strainer with "J" Beckwater Valve Type No. AJ-Round, size as required; Or Approved.
- 5. Supply Fitting: Josam Series No. 0720-R; Or Approved; with polished brass head and vandal-proof screws, 2-inch size.
- 6. Main Drain Grate & Frame: Model No. A-41070, Sta-Rite Industries Inc.; Or Approved; 12x12 inch cast brass grate and frame with vandal-proof screws.
- 7. Vacuum Breaker: Atmospheric Type, H.L. Gee Co., No. 305; Or Approved. Meet applicable requirements of Standard Specifications.
- 8. Gate Valve Box: Locking lid valve box, precast concrete Model No. 3 Body with No. 3-TL cast iron locking cover (9½x16 inch meter box) Brooks Products Inc; Or Approved.
- 9. Sand Filter/Pump Assembly: Sta-Rite stainless steel high rate sand filter system Catalog No. 8232410 except delete "CF" series pump and replace with "HF" series pump; Or Approved. Assembly consists of: 24-inch diameter stainless steel filter (Area = 3.0 sq. ft.); 1 HP "HF" series all bronze pump with 6-inch suction trap with service factor of 1.65, 115/230V; Multiport selector valve, new 1973 model; and related piping, fittings and base.
- 10. Chlorinator: Tesco Widget Chemical Feeder Model H-301 except ball valves in lieu of gate valves; Or Approved; solid dry chlorine feeder, meeting requirements of NSF Standard No. 19. Body shall be completely non-corrosive. Chlorinator shall include two 1/4-inch brass ball valves, two 1/4-inch plastic nipples, two 1/4-inch brass nipples, one check valve, six tubing nuts, and 12 feet of 1/2-inch heavy wall vinyl colorless tubing (3/4-inch O.D. x 1/2-inch I.D. x 1/8-inch wall.)
- 11. Smooth Bore Nozzle: Hydrel Corp. No. FSB-15, fixed smooth bore, bore = 5/8-inch diameter; Or Approved.
- 12. Flow Control Nozzle: Fabricate using Schedule 80 PVC fittings as indicated on Drawings.
- 13. Flow Switch: McDonnell & Miller, Inc., No. FS8V flow switch.



SECTION 15A  
MECHANICAL WORK

14. Fire Hydrant: Furnished by City of Portland Water Bureau, Contractor shall pick up at Water Bureau Warehouse. Contractor shall modify as indicated.
15. Pump Vault: Concrete Conduit Co. precast concrete Power Vault No. 577-LA with No. 332-P Cover Plate & Frame, (3x3 with lock), painted, set in cover in lieu of round access; Or Approved. Furnish with manufacturer's standard galvanized 6-foot steel ladder bolted to vault wall. Outside walls and bottom shall be coated with bituminous dampproofing in accordance with requirements of Section 7C.
16. Sand Backfill Material: Medium to coarse Columbia River Sand; Or Approved. Submit samples for Approval.
17. Drainage Gravel: Clean, washed round gravel -3/4"+1/2" size.
18. Other Materials: As indicated on Drawings, specified or required to complete the Work.

C. ROOF & STORM DRAINAGE SYSTEM MATERIALS

1. Roof Drain (at Electric Room): Josam Type No. 4633; Or Approved; with deck clamp and vandal-proof secured dome.
2. Roof Drain Conductors: Standard Weight, Schedule 40, hot-dipped galvanized steel pipe with screwed cast iron or galvanized malleable fittings meeting requirements of the Standard Specifications.
3. Rain Drain Pipe & Fittings: Within 5-feet of structure; cast iron meeting applicable requirements of the Standard Specifications.
4. Storm Drain Pipe & Fittings: Beyond 5 feet of structure; concrete or cast iron meeting applicable requirements of the Standard Specifications.
5. Cleanouts: Josam Floor Cleanouts Series 8310 with cast iron top; Or Approved.
6. Steel Catch Basin: As indicated on Drawings.
7. Backfill: Meet applicable requirements of the Standard Specifications.

SECTION 15A  
MECHANICAL WORK

D. DOMESTIC WATER SUPPLY MATERIALS

1. Cold Water Pipe & Fittings: Standard Weight, Schedule 40, hot-dipped galvanized steel pipe and screwed cast iron or galvanized malleable fittings meeting applicable requirements of the Standard Specifications.
2. Gate Valves: Meet requirements of paragraph 15A-2, C, 3, a., this Section.
3. Gate Valve Box: Meet requirements of paragraph 15A-2, C, 8., this Section.
4. Other Materials: As indicated on Drawings, specified or required to complete the Work.

15A-3 EXECUTION

A. GENERAL

1. Code: Meet requirements of Title 25 Plumbing Regulations, Municipal Code, City of Portland, Oregon.
2. Workmanship:
  - a. First class in all respects, by competent skilled workmen.
  - b. Install piping parallel, plumb, true to structural systems. Where possible, full lengths.
  - c. Interior of all piping clean before installation. Flush after installation.
  - d. All pipes shall be clean before joining next section.
  - e. Install all branch piping to allow for expansion with off-sets, swing joints as necessary to prevent undue strain on piping.
  - f. No pipes shall be run through structural members except where access is provided.
  - g. All Work shall be performed in a safe manner in compliance with State Industrial Accident Codes.
  - h. Installation of all materials and equipment shall be in strict accordance with manufacturer's written recommendations or specifications, local and state codes.

SECTION 15A  
MECHANICAL WORK

3. Testing by City of Portland: Arrange for inspections and tests required by City of Portland Municipal Code.

B. EXCAVATION & BACKFILL

1. General: Perform all excavation and backfill as necessary to facilitate installation of piping, drains and appurtenances including compaction as specified.
2. Existing Utilities: It shall be the responsibility of Contractor to determine locations of all existing underground water, sewer, gas, telephone and electric lines. Locate accurately on ground and for depth of same before excavation. Uncover by hand digging.
3. Bottom Grade of Trenches: Carried to lines and grades as indicated or required and established with instruments with proper allowances for pipe thickness and bedding material. Any amount of trench excavated below grade shall be corrected with Approved materials, compacted to 95% of optimum theoretical density in accordance with AASHTO Standards.
4. Shoring: When necessary to prevent caving, excavation in sand, gravel, or other unstable material adequately shored and braced. Shoring shall remain in place until testing and inspection are complete and backfill completed for 12" above pipe. All shoring shall meet requirements of Section 1C and those of State Industrial Accident Commission or State Bureau of Labor as applicable.
5. Dewatering: Completely dewater trenches and excavations before pipe is laid or concrete is placed.
6. Unclassified or native materials are considered as existing materials and used as hereafter designated, thoroughly compacted to prevent settling and washing.
7. Pipe Bedding Materials:
  - a. General: Meet applicable requirements of Standard Specifications.
  - b. PVC Pipe, Class 200: Provide 3-inch deep bed of sand.
8. Backfilling:
  - a. General: Meet applicable requirements of Standard Specifications.



SECTION 15A  
MECHANICAL WORK

- b. PVC Pipe, Class 200: Backfill with sand from base of trench to bottom of surfacing material.
- c. Compaction: Compact all backfill materials to 95% of optimum theoretical density as determined by AASHO or ASTM Standards beneath concrete or asphaltic concrete paving or other improvements; 90% elsewhere.
- d. Settlement: Should backfilled trenches show settlement at any time throughout the one-year guarantee period, Contractor shall bring ditch back to grade with compacted fill and repair any damage to any improvements caused by settlement as Approved.
- e. Backfilling of trenches shall be delayed until after inspection and approval by governing authority.

C. FOUNTAIN

- 1. Fire Hydrant Sprays: Fabricate in accordance with Approved Shop Drawings. Make adjustments in flow control nozzles as Directed.
- 2. Main Drain: Construct as detailed. Provide galvanized threaded countersunk plug at bottom drain.
- 3. Overflow Drain: Set at water elevation indicated; verify with Engineer.
- 4. Class 200 PVC Pipe: Joints shall be solvent welded except as indicated. Cut pipe square, deburr, wipe from the surface all saw chips, dust, dirt, moisture and any foreign matter which may contaminate the cemented joint. Apply primer and solvent cement, make joints in accordance with manufacturer's recommendations.
- 5. Schedule 80 PVC Pipe: Joints shall be threaded except as Approved or indicated. Provide leak resistant joints; use Teflon thread sealant, tape or liquid.
- 6. Chlorinator: Attach to pump vault wall as approved.
- 7. Fill openings for pipe entrances into pump vault with Approved cement grout. Provide bituminous dampproofing at exterior after grout has cured.
- 8. Install hose bib on upstream side of vacuum breaker.
- 9. Provide two 3-inch G.I. pipe vents from, top & bottom of, pump vault. Extend from vault to existing concrete wall with return bends set 18-inches above finish grade.

SECTION 15A  
MECHANICAL WORK

10. Vault Drain: Install in vault knockout opening as Approved. Make water-tight. Provide gravel sump as indicated.

D. DOMESTIC WATER SYSTEM

1. G.I. Piping: Clean out threads of standard lengths, not more than two threads showing at joints. Make joint up with pipe compound applied to male threads only.
2. Provide dielectric union at connection to existing 2-inch water service.
3. Disconnect existing 3-inch water service at meter (N.E. Fremont Street).
4. Connect new domestic water supply to existing drinking fountains, existing pool and new fountain supply lines.
5. Place gate valves inside a gate valve box. Refer to similar detail on Sheet I-2.

E. ROOF & STORM DRAINAGE SYSTEMS

1. Basketball Shelter:
  - a. Fasten conductors to structural system as Approved.
  - b. Connect roof storm drain to existing sanitary/storm sewer at Fremont Street. Verify location and depth of storm sewer.
2. Electrical Room at Bldg. 'B': Cut and patch existing brick wall, as required to permit conductor connection to existing conductor, in accordance with requirements of Section 1C.
3. Playcourt Area: Install cleanout within paved area.
4. Cleanouts in lawn area shall be set flush with finish grade.

End of Section 15A

SECTION 16A  
ELECTRICAL WORK - GENERAL

The General Conditions, Parts I, II, and III, Special Conditions and Division 1 General Requirements are a part of the requirements of this Section as fully as if repeated herein.

16A-1 GENERAL

A. DEFINITIONS

Where the words "Furnish," "Provide," "Install" appear in this Division, or a manufacturer is indicated with item or product catalog number listed, install and furnish the item complete for the purpose or function intended, unless noted otherwise.

B. MATERIAL SUBSTITUTIONS

1. Substitute material shall be submitted to the Engineer for Approval seven (7) calendar days prior to bid opening date in accordance with Instructions to Bidders.
2. Equipment submitted for substitution shall meet all the Contract Document requirements. Any deviation of non-compliance shall be indicated by an attached letter explaining a proposed change.
3. Additional cost to the project by Contractor's decision to use Approved substitute materials shall be included in bid sum and shall include all costs by other affected crafts.

C. VISITING SITE

1. Bidder shall visit site of proposed construction. Verify or determine all the existing conditions that might affect the work.
2. Include all costs in the bid price for all work or material required to meet requirements of the Contract Documents, due to variance between the actual existing conditions, and the information indicated in the Contract Documents.
3. Failure to comply with the above paragraph will not relieve the Contractor from the necessity of doing any and all work which is evidently necessary to make all electrical installations and systems complete.



SECTION 16A  
ELECTRICAL WORK - GENERAL

D. DESIGN AND PLAN

1. The electrical drawings are diagrammatic, but shall be followed as closely as actual construction and work of other crafts will permit. Drawings indicate general direction and routes of branch circuits and home runs to panels, cabinets, etc. Exact route and installation of wiring will be determined by conditions of construction on the job.
2. All deviations from Drawings required to make the electrical installation conform to the construction design and the work of other crafts shall be made by this Contractor.
3. The data given herein and on the Drawings is as exact as could be secured, but its absolute accuracy is not guaranteed.
4. Outlets or equipment shown on the Drawings with no supply conduit or conductors indicated, shall be completed in the same method and manner as similar outlets or equipment shown on the Drawings.

E. CLARIFICATIONS OF SPECIFICATIONS & DRAWINGS

1. Obscure or doubtful items shall be brought to the attention of the Engineer prior to bid date in accordance with Instructions to Bidders.
2. Should the electrical documents indicate a condition which will conflict with the rules and regulations of applicable codes, the Contractor shall refrain from installing that portion of the work until he receives verification from the Engineer. Any work installed in violation of the governing codes shall be removed and correctly installed by the Contractor at his expense.

F. PROJECT RECORD DOCUMENTS

Submit in accordance with General Conditions and Special Conditions.

G. CODES AND PERMITS

1. Installation shall be in accordance with the latest rules and regulations of the codes of the state and local authorities having jurisdiction.
2. Furnish all materials and labor required for compliance with these laws.

SECTION 16A  
ELECTRICAL WORK - GENERAL

3. Items in excess of code requirements shall take precedence.
4. Obtain all required permits and certificates. Deliver certificates of acceptance from the code enforcing authorities to the Engineer. Refer to Section 423 Permits, Division M.

H. COOPERATION WITH OTHER CRAFTS

1. Cooperate with other crafts or contractors as may be necessary for the proper execution of the Work.
2. Prior to the installation of the electrical work for equipment by other crafts, or other contracts, verify the requirements indicated in the electrical division, with the requirements and characteristics of the other crafts or contractors' equipment. Deviations shall be brought to the attention of the Engineer immediately.

I. INSPECTION, OBSERVATION & TESTS

1. Work shall not be closed in or covered before inspection and approval by the Engineer.
2. Cost of uncovering and making repairs where uninspected work has been closed in or covered shall be borne by the Contractor.
3. Provide one (1) journeyman, tools, meters, instruments and other test equipment required by the Engineer. Contractor to remove and replace trims, covers, fixtures, etc. for the Engineer to inspect and test materials, systems, methods and workmanship.
4. Conductor and equipment insulation shall be tested for conformity with 1000 volt megger. Minimum insulation resistance acceptable is 1000 ohm per applicable system volt.
5. Provide electrical supervisory personnel on the job during the construction period. He shall be familiar with the electrical and other crafts' materials and work. He shall coordinate space utilization, his men, and the materials to be installed in or on the project.

J. GUARANTEE

1. Without additional charges, replace any work or material which develops defects, except from abuse, within one year from acceptance in accordance with the General Conditions.

SECTION 16A  
ELECTRICAL WORK - GENERAL

2. Lamp guarantee shall be from date of Owner occupancy or acceptance: thirty (30) days for incandescent, six (6) months for multi-vapor.
3. Labor for lamp installation shall be provided by Electrical subcontractor for only thirty (30) days after final acceptance.

K. CLEANUP

1. Leave the entire electrical system installed under this Contract in clean, dust-free, water-free, and proper working order.
2. Keep tools and materials in an orderly manner throughout the construction period.
3. Upon completion of the work, remove all supplies, materials, tools, etc., furnished by the Electrical Subcontractors.
4. Dirt and debris of whatever nature caused by the execution of the electrical work shall be removed from job site.

L. RELATED WORK SPECIFIED ELSEWHERE

Fountain pump with motor, flow control switch: Section 15A.

Asphaltic concrete patching at tennis courts: Section 2L.

Temporary power: Section 1B.

M. WORK INCLUDED but SPECIFIED ELSEWHERE

Steel reinforcing: Section 3C.

Concrete footings: Section 3D.

N. ALTERNATES

Refer to Section 1B for possible effect on Work of this Section.

End of Section 16A



SECTION 16B  
BASIC ELECTRICAL MATERIALS AND METHODS

The General Conditions, Parts I, II, and III, Special Conditions and Division 1, General Requirements are a part of the requirements of this Section as fully as if repeated herein.

16B-1 GENERAL

A. GENERAL

1. Scratched, marred or deformed materials will not be accepted.
2. Special features, finishes, description or requirements indicated in the Contract Documents for particular items or equipment, but not included by or in the item's listed catalog number shall be included.
3. Incidentals, hangers, bracket supports, framing, backing, signal transformers, relays, etc. not specifically mentioned herein or noted on the Drawings and required to complete the system or systems in a safe and satisfactory working condition shall be provided and installed as part of the contract.
4. Fixtures, material, or equipment in wet cartons or boxes, stored in or exposed to rain, water, dust, dirt or snow will not be acceptable.

B. APPROVAL OF MATERIALS

1. Electrical materials shall be of the type and quality indicated, or Approved, new, listed by the Underwriters' Laboratories, and shall bear their label wherever standards have been established and label service is regularly furnished by them.
2. Indicated brand names and catalog numbers are used to establish standards of performance and quality.
3. Prior to ordering equipment, and prior to Contractor's first application for payment, the Contractor shall within fifteen (15) days after award of Contract, submit four (4) complete lists of materials and equipment he proposes to furnish for Engineer's review and approval. List shall bear the Contractor's stamp, signature, or other means to show that he has inspected the list and that the submitted material is substantially free of errors, of correct quantity, size, dimension, quality, and has been coordinated with the Contract Documents. This includes four (4) fixture brochures and equipment shop drawings. Material list shall include: Material Item, Manufacturer's Name and Catalog Number, and Supplier. List name of project supervisor. Example:

SECTION 16B  
BASIC ELECTRICAL MATERIALS AND METHODS

PROPOSED MATERIALS

Project Title \_\_\_\_\_ Electrical Subcontractor \_\_\_\_\_

Project Supervisor: \_\_\_\_\_ Order Placed (will be placed) \_\_\_\_\_

<u>MATERIAL ITEM</u>	<u>MANUFACTURER AND NUMBER</u>	<u>SUPPLIER</u>
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C. MANUFACTURER

1. Like items shall be from one manufacturer, i.e. fixture types, switches, receptacles, breakers, panels, etc.
2. The manufacturer's installation instructions and wiring diagrams are a part of the Contract Documents, and shall take precedence over wiring indicated in event of conflict except for wiring method.
3. Manufacturers listed as Approved shall modify their items and/or materials at the factory to comply with the special requirements noted. Contractor responsibility to verify compliance.

16B-2 MATERIALS & METHODS

A. WIRING METHOD

1. Wiring throughout shall be a metallic raceway system with outlets, cabinets, panels, etc., except where indicated otherwise.
2. Surface wiring shall be metallic raceway method.
3. All work shall be executed in a skilled workman-like manner and shall present a neat and mechanical appearance upon completion.
4. Wet, damp, and hazardous location: Meet code requirements and methods, and as indicated.
5. Consult Engineer before notching or cutting throughout construction.
6. For any cutting in the finished surfaces, repair and recondition in accordance with Special Conditions or as directed by Engineer.
7. Recondition or replace any damage to work of other crafts.

B. DISCONNECT SWITCHES

1. Provide disconnect switch at each motor, within 5'-0".
2. Switches shall disconnect all phase legs.

SECTION 16B  
BASIC ELECTRICAL MATERIALS AND METHODS

C. SAFETY SWITCHES

Safety switches shall be heavy duty, fused type, dual rated, quick made, quick-break, except provide non-fused type where indicated. System circuits 480 volts, phase to phase, use 600 volt series.

D. SIGNS AND MARKING

1. Provide individual engraved, laminated, bakelite signs for each service, feeder and distribution switch or breaker to clearly indicate the load served and the equipment voltage.
2. Install similar signs on each panel.
3. Signs shall be securely fastened.
4. Red for service equipment; black for distribution and feeders.
5. Identify all safety switches, relays, contractors, time switches, override switches, etc. with engraved bakelite signs.

E. SUPPORTS

1. Provide all outlet box and fixture supports.
2. Verify mounting height of all fixtures or items prior to installation when heights are not indicated.
3. Vertical support members for equipment and fixtures shall be straight and parallel to building walls or structure members.
4. Every fastening device and support for electrical equipment (includes fixtures, panels, outlets, conduits and cabinets), shall be capable of sustaining not less than four (4) times the ultimate weight of the object or objects. Fasten supports to the building or a building structural member.
5. Provide independent supports to the building or building structural member for electrical fixtures, materials, or equipment installed in or on ceiling, walls or in void spaces and/or over the furred or suspended ceilings.

F. GROUNDING

1. Install grounding for secondary and primary services as required by code.
2. Service and equipment grounding conductor (copper in conduit.) Size is for service with single conductors. Provide equivalent for multiple service conductor installations:



SECTION 16B  
BASIC ELECTRICAL MATERIALS AND METHODS

Service copper conductor size #2 or smaller -	#8 ground
1/0	" #6 ground
3/0	" #4 ground
350 M.C.M.	" #2 ground
600 M.C.M.	" 1/0 ground

Secondary service equipment and building distribution system ground shall be a stranded bare copper wire.

3. Ground terminals on receptacles shall be connected to equipment ground system by #14 wire bolted to outlet box.
4. Provide a loop ground system for transformer pad as required by Serving Utility.
5. Dry Transformers: Secondary neutrals shall be connected with a separate conductor in conduit to the service panel neutral bus.

G. FEEDERS

1. Raceways shall be rigid conduits as approved by local code.
2. Provide ground conductor within, and full length of, each PVC feeder conduit, of a size indicated for equipment ground wire listed by NFPA #70, in table #250-95. Ground each panel, pull box and feeder conduit.

H. BRANCH CIRCUIT WIRING

1. Install wiring sized to suit load served except minimum wire size shall be #12 A.W.G., unless noted otherwise.
2. All splices for wire sizes A.W.G. #18 through #8 shall be electrically and mechanically secure, soldered, then insulated with 3M tape, except where indicated otherwise.
3. Connectors:
  - a. Ideal and Scotchlock electrical spring connectors are acceptable up to #8 wire, in lieu of splicing.
  - b. Kearney or other Engineer approved connectors for splicing or taping conductors larger than #8 wire using 3M insulating tape shall be the approved method.
4. Cable and tree all wires in panels with plastic ties.
5. Do not increase quantity of wires shown in one raceway.

SECTION 16B  
BASIC ELECTRICAL MATERIALS AND METHODS

6. Wet, damp and hazardous locations: meet code requirements and methods, and as indicated.

I. WIRING DEVICES

1. Wall Switches: Switches shall be brown 20 amp. 277 volt, Federal Spec. WS 896 d. (Typical - Hubbell series 1220); Or Approved.
2. Duplex Receptacles
  - a. Receptacles shall be brown, Duplex 20 amp., 125 volt grounded, Federal Spec. WC 596 b. (Typical - #5262); Or Approved.
  - b. Weather-proof duplex receptacles: Sierra #WP08; Bryant #5252-I-4550; G.E. Co. #4040-2 and #9226-5; Slater #M3780-W5352; Leviton #4943.

J. DEVICE PLATES

Flush device plates shall be specification grade by H&H, Hubbell, P&S or Sierra. Metal, finish as selected by Engineer.

K. PILOT LIGHTS

1. Pilot lights shall be equal to Bryant #426 with #3850 plastic jewel mounted on a matching plate with a 6 watt, 125 volt lamp.
2. Provide lamp life extender for all pilot and indicating lamps, Leviton #654.

L. TIME SWITCHES

1. Electric time switches shall be with not less than ten (10) hour spring reserve power in a separate cabinet or panel space, with a separate hinged door, recessed or surface, as indicated on plans.
2. Astronomic type where indicated; 2 pole 30 amp.
3. Approved manufacturer: Sangamo, Paragon.

M. CONCRETE WORK

1. Transformer pads, curbs, bases and cones for light poles shall be as indicated on the Drawings or specified in this Division. Provide all concrete footings and pads as part of electrical work.
2. Meet requirements of Division 3.

End of Section 16B

## SECTION 16C

### ELECTRICAL MATERIAL & METHODS FOR RACEWAYS & FITTINGS

The General Conditions, Parts I, II, and III, Special Conditions and Division 1, General Requirements, are a part of the requirements of this Section as fully as if repeated herein.

#### A. CONDUITS GENERALLY

1. Conduits shown on Drawings which terminate without box, panel, cabinet or conduit fitting shall be provided with not less than five (5) full threads, bushings and metal washer type sealer between bushing and conduit end.
2. Condulets shall not be permitted in service or feeders.
3. Maximum bends permitted in any conduit run shall not exceed 270 degrees.
4. Do not install conduits or other electrical equipment in obvious passages, doorways, scuttles or crawl spaces which would impede or block the area passage's intended usage.
5. All rigid conduit joints shall be threaded, clean and tight (metal to metal). Threadless joints or connections not permitted.

#### B. CONDUITS ON SURFACE

Exposed runs shall be at right angles or paralleled to the structural lines of the building.

#### C. CONDUIT UNDERGROUND

1. Conduits stubbed out underground for future continuation shall terminate not less than five (5) feet past building wall, walk, porch base, platform or other permanent fixed object and shall be left so that removal of dirt, without tunneling, over conduit in the future is all that is required for continuation.
2. All joints shall be threaded.
3. Minimum depth for service conduits - 48 inches. Other conduits, exterior of building, shall be 24 inches minimum below finished grade, except where indicated otherwise.
4. Use PVC conduit exterior of buildings when permissible by applicable codes.

#### D. CONDUIT BUSHINGS, E.M.T. CONNECTORS & COUPLINGS

1. Bushings shall be insulated type, use T&B #1222 series or Gedney #NBC series, for feeders and service.
2. E.M.T. Connectors and couplings shall be steel: gland or "Tomic" or "Breagle," pre-insulated type connectors.



SECTION 16C  
ELECTRICAL MATERIAL & METHODS FOR RACEWAYS & FITTINGS

The General Conditions, Parts I, II, and III, Special Conditions and Division 1, General Requirements, are a part of the requirements of this Section as fully as if repeated herein.

A. CONDUITS GENERALLY

1. Conduits shown on Drawings which terminate without box, panel, cabinet or conduit fitting shall be provided with not less than five (5) full threads, bushings and metal washer type sealer between bushing and conduit end.
2. Condulets shall not be permitted in service or feeders.
3. Maximum bends permitted in any conduit run shall not exceed 270 degrees.
4. Do not install conduits or other electrical equipment in obvious passages, doorways, scuttles or crawl spaces which would impede or block the area passage's intended useage.
5. All rigid conduit joints shall be threaded, clean and tight (metal to metal). Threadless joints or connections not permitted.

B. CONDUITS ON SURFACE

Exposed runs shall be at right angles or paralleled to the structural lines of the building.

C. CONDUIT UNDEGROUND

1. Conduits stubbed out underground for future continuation shall terminate not less than five (5) feet past building wall, walk, porch base, platform or other permanent fixed object and shall be left so that removal of dirt, without tunneling, over conduit in the future is all that is required for continuation.
2. All joints shall be threaded.
3. Minimum depth for service conduits - 48 inches. Other conduits, exterior of building, shall be 24 inches minimum below finished grade, except where indicated otherwise.

D. CONDUIT BUSHINGS, E.M.T. CONNECTORS & COUPLINGS

1. Bushings shall be insulated type, use T&B #1222 series or Gedney #NBC series, for feeders and service.
2. E.M.T. Connectors and couplings shall be steel: gland or "Tomic" or "Breagle," pre-insulated type connectors.

SECTION 16C  
ELECTRICAL MATERIAL & METHODS FOR RACEWAYS & FITTINGS

3. Set screw type E.M.T. fittings are not acceptable.

E. PLUGGED CONDUITS AND EMPTY CONDUITS

1. Replace conduits containing concrete or other foreign materials without additional cost.
2. Provide and use Appleton steel bushing pennies with bushings, Or Approved seals, for all empty conduits during construction and completed project. Unsealed conduits and conduits with foreign materials shall be mandreled and wire brushed as directed by the Engineer.

F. CONDUIT FOR OTHER SYSTEMS

Install pull wires in each conduit installed under this Contract for other crafts or Contracts. Assist the installers of cables or wires pulling their conductors in conduits installed under this Contract.

G. P.V.C. CONDUIT

1. Type 40 heavy wall PV-duct conduit shall be composed of high impact PVC (Polyvinyl Chloride) C 200 compound, and shall meet industry NEMA standards and be 90 degrees C wire rated by UL listed in accordance with Article 347 of the 1971 National Electrical Code for underground and exposed use.
2. Material shall have tensile strength of 7000 PSI at 73.4 degrees F., flexural strength of 11,000 PSI, compression strength of 8600 PSI and minimum wall thicknesses in various sizes. Install grounding conductor in all PVC feeders and branch circuits.

H. SLEEVES AND CHASES

Provide necessary rigid conduit sleeves, openings and chases where conduits or cables are required to pass through floors, ceilings or walls. Prevent unnecessary cutting in connection with the finished work. Make all repairs in a manner satisfactory to the Engineer.

End of Section 16C

SECTION 16D  
ELECTRICAL CONDUCTORS

The General Conditions, Parts I, II, and III, Special Conditions and Division 1, General Requirements, are a part of the requirements of this Section as fully as if repeated herein.

A. WIRE, CABLE, BUSSING, BUS.

1. All conductors shall be copper. Wire sizes indicated are for copper.
2. Insultation shall meet code requirements.
3. Use "THW" or "RHW" for stranded conductors #2 A.W.G. and larger in conduits.

B. LUGS AND PADS

1. Provide Engineer approved copper pads for multiple conductor terminals.
2. Stranded conductors use the indent/compression type lug. Installation shall be in accordance with lug manufacturer's recommendation and tools. Acceptable manufacturers: T&B, Brundy, Ilsco, Anderson.
3. Exceptions to the above Paragraph:
  - a. Switches or breakers with factory built-in lugs riveted or brazed to bus, or where specified lugs would protrude into wireway for phase conductors.
  - b. Neutral and ground conductors, use the above lugs and bolted connections to bus or buses, no riveted or built-in lugs permitted.

C. BRANCH CIRCUIT WIRING

Splices shall be made mechanically and electrically secure. Ideal and Scotchlok electrical spring connectors are acceptable connectors for wire #18 through #8 A.W.G. Direct burial cable splices are exceptions, use "3M" Scotchcast splicing kits and tapes.

D. INSULATION RESISTANCE

Minimum acceptable conductor and equipment insulation resistance is 2000 ohms per volt of the equipment operating voltage.

End of Section 16D



## SECTION 16E BRANCH CIRCUIT PANELS

The General Conditions, Parts I, II, and III, Special Conditions and Division 1, General Requirements are a part of the requirements of this Section as fully as if repeated herein.

### A. GENERAL

1. Branch circuit panels for lighting and single phase loads shall be circuit breakers with trip element sizes shown in the schedules on the Drawings.
2. Panels shall have main lugs; breakers shall be thermal magnetic type, bolted to bus, 10,000 A.I.C. minimum. "E.H." frame breakers in 277/480v panels.
3. Two and three pole breakers in branch circuit panels shall have common trip, single handle, sizes shown in the schedule on the Drawings, same type as lighting panel breakers up to 100 amp.
4. Breakers 110 amp. to 225 amp. bolted to bus with 25,000 amp. I.C. symmetrical to 240 volts, and 22,000 amp. I.C. symmetrical at 600 volts for 277/480 volt distribution. Circuits 480 volts phase to phase, use 600 volt breakers.
5. Handle ties not permitted.

### B. PANEL BUSSING & MANUFACTURE

1. Bus shall be aluminum bar; 1000 ampere per square inch; 50 degree C. ambient; no wire.
2. Main switchboard:
  - a. Free standing with full welded construction, tamper-proof screws, 11-gauge steel enclosure.
  - b. All surfaces shall be cleaned and phosphatized prior to painting.
  - c. Apply 2 shop coats enamel paint as Approved.
3. Branch Panels:
  - a. Nema 3R 10-gauge sheet steel with fabrication meeting requirements of ASTM A 385.
  - b. Hot-dip galvanized after fabrication in accordance with requirements of ASTM A 386.
  - c. Provide provisions for padlock.

SECTION 16E  
BRANCH CIRCUIT PANELS

4. Acceptable panel manufacturers: Square D; I.T.E. Co., Westinghouse, G.E. Co., Femco; Or Approved.

5. Refer to "Lugs and Pads" article.

C. CIRCUIT IDENTITY

1. Identification cards shall be in panel doors, typewritten, filled out clearly, to identify all outlets. Provide 3/16" x 4" line per circuit.

2. Each circuit breaker unit shall have a permanently fixed number, either engraved in a bakelite panel front, stamped in a steel panel front, or snapped into the body of the circuit protective device.

3. Stuck-on numbers of any type are not acceptable.

D. TRIMS

1. Panel shall be fitted with flush lift latch and lock.

2. Trim shall be a smooth finish paint suitable for repainting on the job.

E. PANEL GUTTER DEPTH & HEIGHT

1. Minimum of 5" wide side gutters, 6 inches top and bottom gutters.

2. Maximum panel depth for flush installation shall be 4-3/4 inches unless otherwise indicated.

3. Maximum height of panel from floor, generally 78 inches not to exceed 86 inches total panel height. Refer to dimension on Drawings.

4. Feeder conductors shall not exceed 45-degree deflection from conduit to bus lug, except the neutral conductor.

End of Section 16E

SECTION 16F  
GENERAL ELECTRICAL LOCATION & INSTALLATION

The General Conditions, Parts I, II, and III, Special Conditions and Division 1, General Requirements, are part of the requirements of this Section as fully as if repeated herein.

A. LOCATION

1. Outlets, conduits and equipment shown on Drawings subject to 6'-0" relocation by Engineer prior to installation.
2. Drawings indicate general direction and routes of branch circuits and home runs to panels, cabinets, etc. Exact route and installation of wiring will be determined by conditions of construction at the Project Site.
3. Exact locations, distances, levels, etc. will be governed by the building and materials installed by other crafts. Coordinate equipment and outlet locations with all crafts and drawings, on job. Refer to all Drawings for equipment, piping, ducts, etc. locations. Install work to avoid conflicts.

B. TRENCHING & BACKFILLING

1. Trenching, backfilling, restoration of paving, etc. for electrical systems conduits, cables and ducts shall be done in a manner approved by the Engineer, indicated on the Drawings and specified.
2. Place fill in 8" layers, each layer separately and thoroughly compacted. Compacting of fillings so performed and with such equipment as will provide density of the materials as hereinafter specified. Compacted materials shall have a density of not less than 95% of maximum density of the materials as determined by testing methods specified in Section 1D, and not less than the dry density of the natural undisturbed soils.
3. Allow for 4 inches asphaltic concrete at trenches located in tennis court paving.
4. Locate trenches in tennis court paving where existing cracks occur, when practicable.

End of Section 16F



SECTION 16G  
ELECTRICAL SERVICE SYSTEM

The General Conditions, Parts I, II, and III, Special Conditions and Division 1 General Requirements are a part of the requirements of this Section as fully as if repeated herein.

A. UTILITY COMPANY

1. Provide power terminal cabinet and transformer secondary terminals.
2. Provide pads or terminals as directed by the Utility Company to serve this Project or building.
3. Include all material and labor costs for primary and secondary service installation not included by the Serving Utility Company as part of their obligation.
4. Verify the service installations as indicated in the Contract Documents with the Serving Utility Companies prior to bid date.
5. Obtain and include any charge or cost from the Serving Company office (their charge to serve this project, temporarily and permanently), and include their charge in this Contract.
6. All requirements of the Utility Company shall govern the service installation.
7. The Utility Company shall be notified at the time work is started.
8. Provide required trenching and termination fitting in place as required by Utility Company.

B. METERING

1. Provide metering transformer space or cabinet and meter base (watt hour and demand) as required with bus and utility company required instrument terminals.
2. Conductors between meters and metering transformers shall be included in this electrical work.

C. SERVICE & DISTRIBUTION EQUIPMENT

1. Systems 480 volts phase to phase, use 600 volt equipment. Panel bus shall be aluminum (except as noted otherwise) bar, no wire, 1000 amp. per square inch at 60 degrees C. ambient. Brace bus for 50,000 amps. asymmetrical short circuit current.
2. Main service circuit breakers shall have 25,000 amp. interrupting capacity; breakers shall be thermal. Magnetic type assembled in a service panel board with a hinged door. Use Square-D, G.E. Co., I.T.E. Co. or Cutler-Hammer.

SECTION 16G  
ELECTRICAL SERVICE SYSTEM

3. Install bus, bracing, supports and tapped holes in bus for breakers indicated as a space, requiring only the breaker for installation in future.
4. All equipment for service shall be as approved for service by code enforcement authorities.
5. Maximum panel depth 18 inches for surface installation. Refer to installation, "Lugs, Pads & Trims" articles.

End of Section 16G

SECTION 16H  
ELECTRICAL FIXTURES

The General Conditions, Parts I, II, and III, Special Conditions and Division 1, General Requirements are a part of the requirements of this Section as fully as if repeated herein.

A. GENERAL

1. Provide all fixtures, complete with lamps. Fixture design to govern type of lamp required.
2. Fluorescent type lamps shall meet the U.S.A.S.I. lamp specifications.
3. Incandescent lamps shall be 125 volt, except as noted otherwise.
4. Incandescent lamp sockets shall be porcelain, lamp screw shell of socket to be designed for anti-seizing lamp shell when used.
5. Outlet symbols on plans without a fixture type shall have a fixture the same as those used in similar or like locations within or on the building.
6. Capital letter adjacent to the outlet symbol indicates the type of fixture to be installed on this outlet.
7. Include additional indicated features, not included by mentioned manufacturer's catalog number.
8. All light outlets shall be supplied with a fixture.

B. PLASTIC DIFFUSERS

Leave all fixtures and their diffusers in a clean and non-static condition.

C. GUARDS

Provide lamp guards for all exterior fixtures except Type 'C' & 'D'.

D. FIXTURE TYPES - EXTERIOR OR DAMP LOCATIONS

All lighting fixtures installed in damp or exterior locations must be code approved for such areas. Fixtures specified or indicated for use in these areas shall be modified at the factory if necessary to meet this requirement.

E. FIXTURE TYPES

1. The following manufacturers and fixtures are acceptable if modified and changed to meet requirements indicated.



SECTION 16H  
ELECTRICAL FIXTURES

a. Fixture Type 'A'

- (1) 1000 watt multi-vapor luminaire, on 35'-0" tapered galvanized steel pole with anchor base and hand hole. Install lexan guard with top visor; 480 volt ballast.
- (2) G.E. Co. No. C995H333 (9" base) pole with one No. C537G863, P1000C power flood at top of each pole with 1000 watt multi-vapor lamp; Or Approved. (Four units required.)
- (3) Concrete footing shall be 20" diameter X 7'-0" long, top flush with finish grade. Install anchor bolts and reinforcing bars as indicated.

b. Fixture Type 'A1': Same as Type 'A' except two No. C537G863 P1000C power floods per pole mounted back to back; Or Approved. (Two units required.)

c. Fixture Type 'B': 1000 watt multi-vapor luminaire mounted on underside of basketball court shelter. Install lexan guard at each fixture. Ballast shall be 480V. Provide with 1000 watt multi-vapor lamp. G.E. Co. No. C537G863, P1000C power floods; Or Approved. (Four required.)

d. Fixture Type 'C': 100 watt with clear, prismatic 'Herculex' unbreakable diffuser, and tamper-proof screws. Kenall Manufacturing Co. 'Wallmate' No. 3737. Provide lamps.

e. Fixture Type 'D': 150 watt with standard prismatic unbreakable diffuser and tamper-proof screws. Kenall Manufacturing Co. 'Prizmate 150' No. 3993. Provide lamps.

End of Section 16H

# GENERAL KEY

OR	RUBBER COVERED HEADS
1/2	PVC PIPE
	GATE VALVE
	AUTOMATIC CONTROL VALVE
-----	CONTROL VALVE WIRING
(21)	CONTROL VALVE NO.
	AUTOMATIC CONTROLLER
	MAIN LINE DRAIN VALVES
	QUICK-COUPLING VALVES
	EXISTING CATCH BASINS & RAIN TILE
	EXISTING POST LIGHT & WIRING
ACP	ASPHALTIC CONC. PAVING

# CONTROL VALVE KEY

CONTROL VALVE NO.	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
G.P.M.	65.6	114	101	121	114	89	95	124	114	95	95	127
CONTROL VALVE SIZE	1/2	2	2	2	2	2	2	2	2	2	2	2
CONTROLLER STA.	B-1	B-2	B-3	B-4	B-5	B-6	B-7	B-8	B-9	B-10	B-11	A-1
	(13)	(14)	(15)	(16)	(17)	(18)	(19)	(20)	(21)	(22)	(23)	(24)
	95	114	95	95	89	95	76	95	114	114	95	95
	2	2	2	2	2	2	1/2	2	2	2	2	2
	A-2	B-12	B-13	B-14	A-3	B-15	B-16	B-17	B-18	A-4	A-5	A-6
	(25)	(26)	(27)	(28)	(29)	(30)	(31)	(32)	(33)	(34)	(35)	
	76	95	114	95	114	102	31	64	114	95	114	
	1/2	2	2	2	2	2	1/4	1/2	2	2	2	
	A-7	A-8	A-9	A-10	A-11	A-12	A-13	A-14	A-15	A-16	A-17	

## PORTLAND DEVELOPMENT COMMISSION

1700 SW FOURTH, PORTLAND, OREGON

MITCHELL / McARTHUR / GARDNER / O'KANE /

PLANNING / LANDSCAPE ARCHITECTURE

PROJECT ENG.  
EXECUTIVE DIR.

813 SW ALDER STREET,

IRVING PARK  
PHASE 3

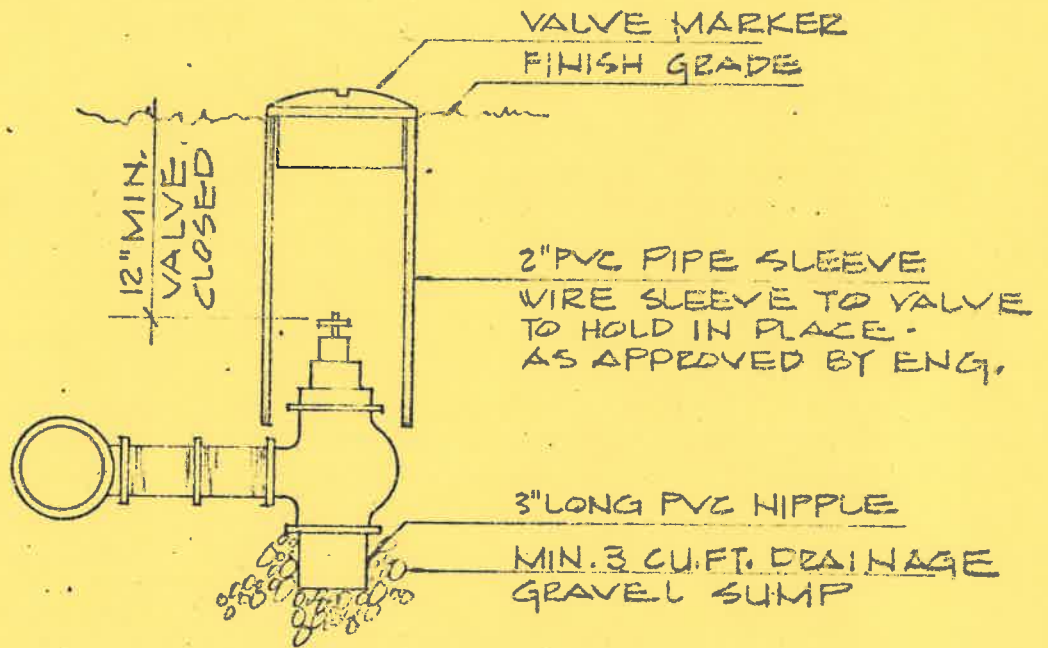
JIM ROBERTSON  
JOHN KENWARD  
ASSOCIATES

PORTLAND, OREGON

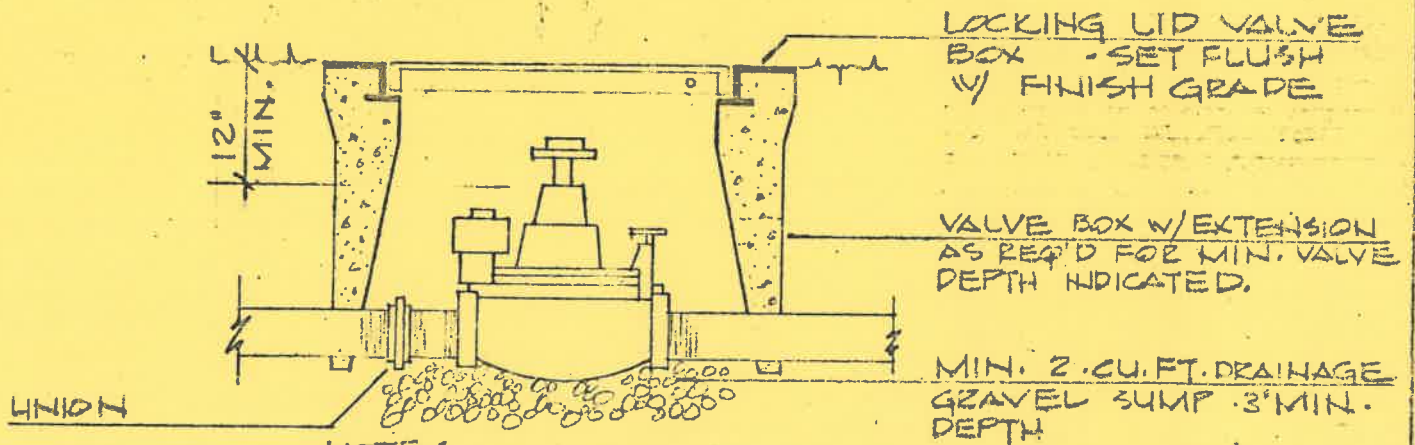
IRRIGATION  
KEYS

I-1  
OF 3





## MANUAL DRAIN VALVE



### NOTE:

VALVE BOX SIZE SHALL BE AS REQ'D TO INSTALL ALL CONTROL VALVES @ EACH LOCATION INDICATED WITHIN A SINGLE BOX. (MAX. 3 VALVES)

## AUTOMATIC CONTROL VALVE INSTALLATION

**PORTLAND DEVELOPMENT COMMISSION**

1700 SW FOURTH, PORTLAND, OREGON

**MITCHELL / McARTHUR / GARDNER / O'KANE**

PLANNING / LANDSCAPE ARCHITECTURE

PROJECT ENG.  
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813 SW ALDER STREET,

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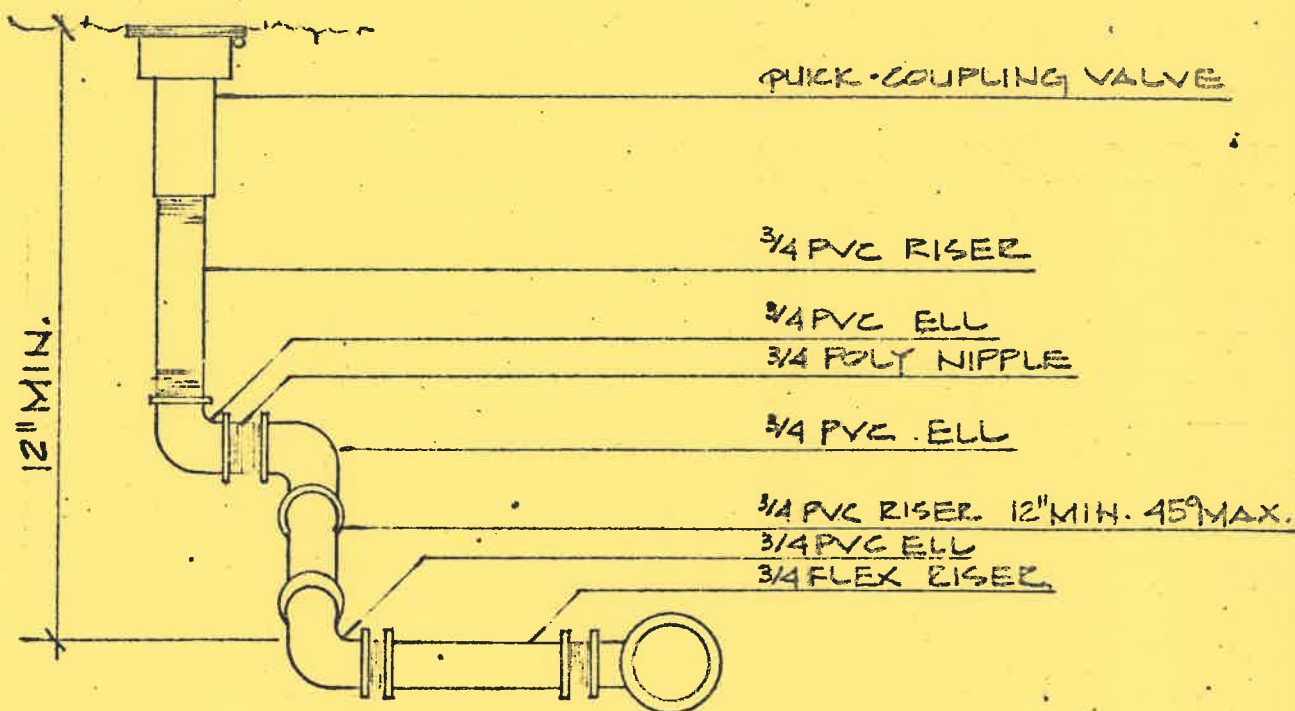
**JIM ROBERTSON  
JOHN KENWARD  
ASSOCIATES**

PORTLAND, OREGON

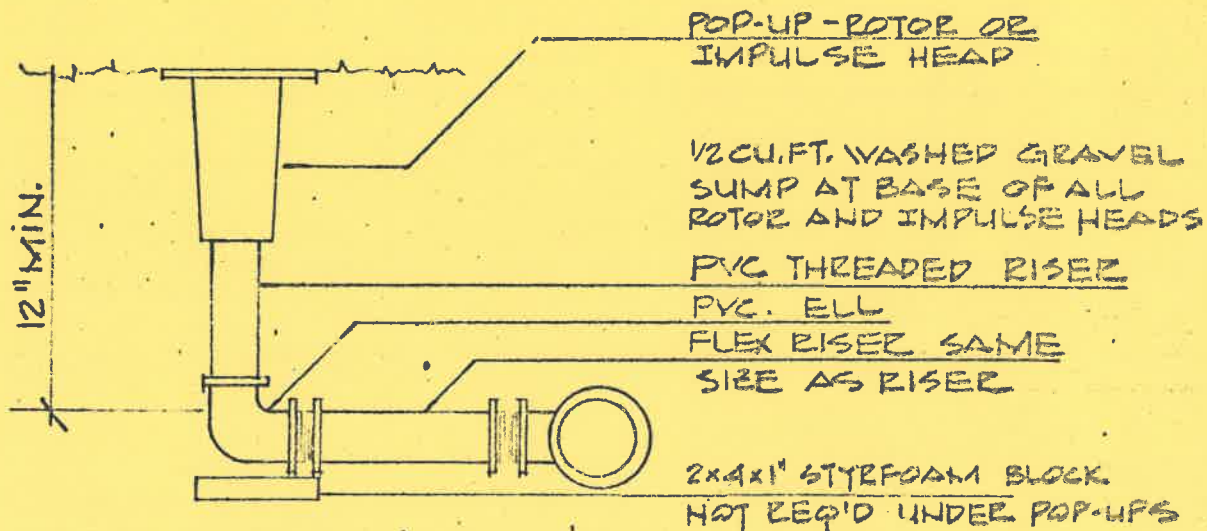
IRRIGATION  
DETAILS

**I. 2**  
OF 3





## QUICK-COUPLING VALVE DTL.



## HEAD RISER DTL.

### **PORTLAND DEVELOPMENT COMMISSION**

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PLANNING / LANDSCAPE ARCHITECTURE

PROJECT ENG.  
EXECUTIVE DIR.

813 SW ALDER STREET,

IRVING PARK  
PHASE 3

**JIM ROBERTSON  
JOHN KENWARD  
ASSOCIATES**

PORTLAND, OREGON

IRRIGATION  
DETAILS

**I-3**  
OF 3

PORTLAND DEVELOPMENT COMMISSION

1700 S. W. Fourth Avenue, Portland, Oregon 97201

S P E C I F I C A T I O N S

FOR

IRVING PARK IMPROVEMENTS PHASE IV

IRVINGTON NEIGHBORHOOD DEVELOPMENT PROJECT  
PORTLAND, OREGON

MITCHELL/ASSOCIATES/PLANNING - LANDSCAPE ARCHITECTS

Contract No. \_\_\_\_\_

Set No. 19

## TABLE OF CONTENTS

INVITATION FOR BIDS	
INSTRUCTIONS TO BIDDERS	
BID FORM	
FORM OF NON COLLUSION AFFIDAVIT OF PRIME BIDDERS	
FORM OF BID BOND	
FORM OF AGREEMENT	
FORM OF PERFORMANCE AND PAYMENT BOND	
GENERAL CONDITIONS - PART I	
GENERAL CONDITIONS - PART II	
DETERMINATION OF PREVAILING SALARIES OF TECHNICAL POSITIONS - EXHIBIT "A"	
SCHEDULE OF WAGE DETERMINATIONS - EXHIBIT "B"	
SO-CALLED "ANTI-KICKBACK ACT"	
GENERAL CONDITIONS - PART III	
SPECIAL CONDITIONS	
SCHEDULE OF DRAWINGS	
TECHNICAL SPECIFICATIONS	



## INVITATION FOR BIDS

The PORTLAND DEVELOPMENT COMMISSION will receive sealed Bids for IRVING PARK Improvements Phase IV until 2:00 P.M., Pacific Daylight Time, on the 5th day of June, 1974, at 1700 S. W. Fourth Avenue, Portland, Oregon 97201, at which time and place all Bids will be publicly opened and read aloud.

The work includes demolition, earthwork, site drainage, lawn, crushed rock walks, concrete paving, reinforced concrete, asphaltic concrete paving, storm sewer system, and related improvements within the existing 16 acre park.

Contract Documents, including Drawings and Specifications, are on file at the office of the PORTLAND DEVELOPMENT COMMISSION, at 1700 S. W. Fourth Avenue, Portland, Oregon.

Copies of the Contract Documents may be obtained at the PORTLAND DEVELOPMENT COMMISSION, by depositing \$25.00 for each set of documents so obtained. Each such deposit will be refunded if the Drawings and Contract Documents are returned in good condition within ten (10) days after the Bid Opening.

All bidders must comply with the provision of Chapter 279 Oregon Revised Statutes, relating to the qualification of bidders. The bidder's prequalification statement shall be prepared and presented on the City of Portland Prequalification Application and filed with the Portland City Engineer not later than ten (10) days prior to the bid opening time.

A certified check or bank draft, payable to the order of the PORTLAND DEVELOPMENT COMMISSION, negotiable U. S. Government bonds (at par value), or a satisfactory Bid Bond executed by the Bidder and an acceptable surety, in an amount equal to ten percent (10% of the total Bid, shall be submitted with each Bid.

Attention is called to the fact that not less than the minimum salaries and wages as set forth in the Contract Documents must be paid on the Project, and that the Contractor must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin and that the Contractor must comply with Federal regulations pertaining to the employment of apprentices and trainees as set forth in the Contract Documents.

The Portland Development Commission reserves the right to reject any or all bids or to waive any informalities in the bidding.

Bids may be held by the Portland Development Commission for a period not to exceed fifteen (15) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualification of the bidders prior to awarding the contract.

PORTLAND DEVELOPMENT COMMISSION

By   
Patrick L. LaCrosse  
Acting Executive Director

Date May 15, 1974



INDEX  
INSTRUCTIONS TO BIDDERS

	<u>SECTION NO.</u>
USE OF SEPARATE BID FORMS	1
INTERPRETATIONS OR ADDENDA	2
INSPECTION OF SITE	3
ALTERNATIVE BIDS	4
BIDS	5
BID GUARANTY	6
COLLUSIVE AGREEMENTS	7
CORRECTIONS	8
TIME FOR RECEIVING BIDS	9
OPENING OF BIDS	10
WITHDRAWAL OF BIDS	11
AWARD OF CONTRACT: REJECTION OF BIDS	12
EXECUTION OF AGREEMENT: PERFORMANCE AND PAYMENT BOND	13
WAGES AND SALARIES	14
SUBCONTRACTOR LIST	15
EQUAL EMPLOYMENT OPPORTUNITY	16
LICENSING OF CONTRACTORS	17
PREQUALIFICATION	18
PRE-CONSTRUCTION CONFERENCE	19



## INSTRUCTIONS TO BIDDERS

### 1. USE OF SEPARATE BID FORMS

These Contract Documents include a complete set of bidding and Contract Forms which are for the convenience of bidders and are not to be detached from the Contract Documents, filled out, or executed. Separate copies of Bid Forms are furnished for that purpose.

### 2. INTERPRETATIONS OR ADDENDA.

No oral interpretation will be made to any Bidder as to the meaning of the Contract Documents or any part thereof. Every request for such an interpretation shall be made in writing to the Local Public Agency. Any inquiry received seven or more days prior to the date fixed for opening of Bids will be given consideration. Every interpretation made to a Bidder will be in the form of an Addendum to the Contract Documents, and when issued, will be on file in the office of the Local Public Agency and the office of the Engineer at least five days before Bids are opened. In addition, all Addenda will be mailed to each person holding Contract Documents, but it shall be the Bidder's responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of the Contract and all Bidders shall be bound by such Addenda, whether or not received by the Bidders.

### 3. INSPECTION OF SITE

Each Bidder should visit the site of the proposed work and fully acquaint himself with the existing conditions there relating to construction and labor, and should fully inform himself as to the facilities involved, the difficulties and restrictions attending the performance of the Contract. The Bidder should thoroughly examine and familiarize himself with the Drawings, Technical Specifications, and all other Contract Documents. The Contractor by the execution of the Contract shall in no wise be relieved of any obligation under it due to his failure to receive or examine any form or legal instrument or to visit the site and acquaint himself with the conditions there existing and the Local Public Agency will be justified in rejecting any claim based on facts regarding which he should have been on notice as a result thereof.

### 4. ALTERNATIVE BIDS

No alternative bids will be considered unless alternative bids are specifically requested by the Technical Specifications.

### 5. BIDS

a. All Bids must be submitted on forms supplied by the Local Public Agency and shall be subject to all requirements of the Contract Documents, including the Drawings, and these INSTRUCTIONS TO BIDDERS. All bids must be regular in every respect, and no interlineations, excisions or special conditions shall be made or included in the Bid Form by the Bidder.

b. Bid Documents including the Bid, the Bid Guaranty, the Non-Collusion Affidavit and the Statement of Bidder's Qualifications (if requested) shall be enclosed in the

envelope, which shall be sealed and clearly labeled with the site improvement title, project number, name of bidder and date and time of bid opening in order to guard against premature opening of the bid.

c. The Local Public Agency may consider as irregular any Bid on which there is an alteration of or departure from the Bid Form hereto attached and at its option may reject the same.

d. If the Contract is awarded, it will be awarded by the Local Public Agency to a responsible Bidder on the basis of the lowest Bid and the selected Alternative Bid items, if any. The Contract will require the completion of the work according to the Contract Documents.

3. Each Bidder shall include in his Bid the following information:

<u>Principals</u>	<u>Firm</u>
Names	Name
Social Security Number	Treasury Number
Home Address, including city, state, zip code	Address
	City, state, zip code

6. BID GUARANTY

a. The Bid must be accompanied by a Bid guaranty which shall not be less than ten percent (10%) of the amount of the Bid. At the option of the Bidder, the guaranty may be a certified check, bank draft, negotiable U.S. Government Bonds (at par value), or a bid bond in the form attached. The Bid bond shall be secured by a guaranty or a surety company listed in the latest issue of U.S. Treasury Circular 570. The amount of such Bid bond shall be within the maximum amount specified for such company in said Circular 570. No Bid will be considered unless it is accompanied by the required guaranty. Certified check or bank draft must be made payable to the order of the Portland Development Commission. Cash deposits will not be accepted. The Bid guaranty shall insure the execution of the Agreement and the furnishing of the surety bond or bonds by the successful Bidder, all as required by the Contract Documents.

b. Revised Bids submitted before the opening of Bids, whether forwarded by mail or telegram, if representing an increase in excess of two percent (2%) of the original Bid, must have the Bid guaranty adjusted accordingly; otherwise the Bid will not be considered.

c. Certified checks or bank drafts, or the amount thereof, Bid bonds, and negotiable U. S. Government bonds of unsuccessful Bidders will be returned as soon as practical after the opening of the Bids.

7. COLLUSIVE AGREEMENTS

a. Each Bidder submitting a Bid to the Local Public Agency for any portion of the work contemplated by the documents on which bidding is based shall execute and attach thereto an affidavit substantially in the form herein provided, to the effect that he has not colluded with any other person, firm or corporation in regard to any Bid submitted.

b. Before executing any subcontract the successful Bidder shall submit the name of any proposed subcontractor for prior approval and an affidavit substantially in the form provided in Section 103, SUBCONTRACTS under GENERAL CONDITIONS, PART I.

## 8. CORRECTIONS

Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder.

## 9. TIME FOR RECEIVING BIDS

a. Bids received prior to the advertised hour of opening will be securely kept, sealed. The officer whose duty it is to open them will decide when the specified time has arrived, and no Bid received thereafter will be considered; except that when a Bid arrives by mail after the time fixed for opening, but before the reading of all other Bids is completed, and it is shown to the satisfaction of the Local Public Agency that the non-arrival on time was due solely to delay in the mails for which the Bidder was not responsible, such Bid will be received and considered.

b. Bidders are cautioned that, while telegraphic modifications of Bids may be received as provided above, such modifications, if not explicit and if in any sense subject to misinterpretation, shall make the Bid so modified or amended, subject to rejection.

## 10. OPENING OF BIDS

At the time and place fixed for the opening of Bids, the Local Public Agency will cause to be opened and publicly read aloud every Bid received within the time set for receiving Bids, irrespective of any irregularities therein. Bidders and other persons properly interested may be present, in person or by representative.

## 11. WITHDRAWAL OF BIDS

Bids may be withdrawn on written or telegraphic request dispatched by the Bidder in time for delivery in the normal course of business prior to the time fixed for opening; provided, that written confirmation of any telegraphic withdrawal over the signature of the Bidder is placed in the mail and postmarked prior to the time set for Bid opening. The Bid guaranty of any Bidder withdrawing his Bid in accordance with the foregoing conditions will be returned promptly.

## 12. AWARD OF CONTRACT: REJECTION OF BIDS

a. The Contract will be awarded to the responsible Bidder submitting the lowest Bid complying with the conditions of the Invitation for Bids. The Bidder to whom the award is made will be notified at the earliest possible date. The Local Public Agency, however, reserves the right to reject any and all Bids and to waive any informality in Bids received whenever such rejection or waiver is in its interest.

b. The Local Public Agency reserves the right to consider as unqualified to do the work of general construction any Bidder who does not habitually perform with his own forces the major portions of the work involved in construction of the improvements embraced in this Site Preparation Contract.



### 13. EXECUTION OF AGREEMENT: PERFORMANCE AND PAYMENT BOND

a. Subsequent to the award and within ten days after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the Local Public Agency an Agreement in the form included in the Contract Documents in such number of copies as the Local Public Agency may require.

b. Having satisfied all conditions of award as set forth elsewhere in these documents, the successful Bidder shall, within the period specified in paragraph "a" above, furnish a surety bond in a penal sum not less than the amount of the Contract as awarded, as security for the faithful performance of the Contract, and for the payment of all persons, firms or corporations to whom the Contractor may become legally indebted for labor, materials, tools, equipment, or services of any nature including utility and transportation services, employed or used by him in performing the work. Such bond shall be in the same form as that included in the Contract Documents and shall bear the same date as, or a date subsequent to that of the Agreement. The current power of attorney for the person who signs for any surety company shall be attached to such bond. This bond shall be signed by a guaranty or surety company listed in the latest issue of the U. S. Treasury Circular 570 and the penal sum shall be within the maximum specified for such company in said Circular 570.

c. The failure of the successful Bidder to execute such Agreement and to supply the required bond or bonds within ten days after the prescribed forms are presented for signature, or within such extended period as the Local Public Agency may grant, based upon reasons determined sufficient by the Local Public Agency, shall constitute a default, and the Local Public Agency may either award the Contract to the next lowest responsible Bidder or readvertise for Bids, and may charge against the Bidder the difference between the amount of the Bid and the amount for which a Contract for the work is subsequently executed, irrespective of whether amount thus due exceeds the amount of the Bid Bond. If a more favorable Bid is received by readvertising the defaulting Bidder shall have no claim against the Local Public Agency for a refund.

### 14. WAGES AND SALARIES

a. Attention of Bidders is particularly called to the requirements concerning the payment of not less than the prevailing wage and salary rates specified in the Contract Documents and the conditions of employment with respect to certain categories and classifications of employees. See GENERAL CONDITIONS, PART II and III.

b. The rates of pay set forth under GENERAL CONDITIONS, Part II are the minimums to be paid during the life of the Contract. It is therefore the responsibility of Bidders to inform themselves as to local labor conditions, such as the length of work day and work week, overtime compensation, health and welfare contributions, labor supply and prospective changes or adjustment of rates.

### 15. SUBCONTRACTOR LIST

The Contractor shall submit with the Bid a list of subcontractors proposed for performance of any work not to be done with the Contractor's own forces.

#### 16. EQUAL EMPLOYMENT OPPORTUNITY

Attention of Bidders is particularly called to the requirement for ensuring that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin. See GENERAL CONDITIONS, PART II, Section 210.

#### 17. LICENSING OF CONTRACTORS

The Contractor shall comply with all state and local requirements pertaining to licensing of contractors and builders including all "special" licensing requirements for trades employed pursuant to work performed under this contract.

#### 18. PREQUALIFICATION

a. Attention of Bidders is called to the Oregon Revised Statutes, Chapter 279, providing for prequalification of Bidders on public contracts.

b. The prequalification required for Bidders on this Contract shall be the regular City of Portland Prequalification Statement. The Bidder's Prequalification Statement must be filed with the City Engineer not later than ten (10) days prior to the Bid opening time.

#### 19. PRE-CONSTRUCTION CONFERENCE

Upon notification by the Local Public Agency, each successful bidder will be required to attend a Pre-Construction Conference with his known principal subcontractors, including but not limited to major items of work such as heating, electrical, plumbing and so forth. The purpose of the Pre-Construction Conference is to discuss, among other considerations, the responsibility of the successful bidder and his subcontractors under Executive Order 11246, and the requirement for an Affirmative Action Program from the successful bidder and subcontractor.





BID FOR IRVING PARK IMPROVEMENTS PHASE IV

TO: PORTLAND DEVELOPMENT COMMISSION  
1700 S. W. Fourth Avenue  
Portland, Oregon 97201

Gentlemen:

1. BASIC BID

The undersigned having become familiarized with the existing conditions of the Project Area affecting the cost of the work, and with the Contract Documents (which include Invitation for Bids, Instructions to Bidders, the Form of Bid, the Form of Bid Bond, Form of Contract (or Agreement), Form of Non-Collusion Affidavit, Addenda (if any), General Conditions, Parts I, II and III, Special Conditions, Drawings (as listed in the Schedule of Drawings), Technical Specifications, and Form of Surety Bond or Bonds), all as prepared by Mitchell/Associates/Planning under the direction of James J. Robertson, Project Engineer and on file in the office of the Portland Development Commission, hereby proposes to furnish all supervision, technical personnel, labor, materials, supplies, machinery, tools, appurtenances, equipment and services, including utility and transportation services required to construct and complete

IRVING PARK IMPROVEMENTS PHASE IV  
IRVINGTON NEIGHBORHOOD DEVELOPMENT PROJECT

all in accordance with the above listed documents for the sum of:

\_\_\_\_\_ Dollars  
and \_\_\_\_\_ Cents ( \$ \_\_\_\_\_ ).

2. In submitting this bid, the Bidder understands that the right is reserved by the PORTLAND DEVELOPMENT COMMISSION to reject any and all bids. If written notice of the acceptance of this bid is mailed, telegraphed or delivered to the undersigned within fifteen (15) days after the opening thereof, or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver an agreement in the prescribed form and furnish the required bond within seven (7) days after the agreement is presented to him for signature.

3. Security in the sum of \_\_\_\_\_  
\_\_\_\_\_ Dollars ( \$ \_\_\_\_\_ ) in the form  
of \_\_\_\_\_ is submitted herewith in accordance  
with the INSTRUCTIONS TO BIDDERS.

4. Attached hereto is an affidavit in proof that the undersigned has not colluded with any person in respect to this bid or any other bid or the submitting of bids for the Contract for which this bid is submitted.

5. The Bidder is prepared to submit a financial and experience statement upon request.

6. CERTIFICATION OF NONSEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. Section 1001.

7. The undersigned acknowledges receipt of Addenda No. \_\_\_\_\_ through \_\_\_\_\_.

Date \_\_\_\_\_

\_\_\_\_\_  
(Name of Bidder)

By \_\_\_\_\_

Official Address (including ZIP code) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Title)





NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

\_\_\_\_\_, being first duly sworn, deposes and says that:

(1) He is the \_\_\_\_\_ of  
(owner, partner, officer, representative, or agent)  
\_\_\_\_\_, the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement, or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or, to fix any overhead, profit, or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the PORTLAND DEVELOPMENT COMMISSION or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) \_\_\_\_\_

Subscribed and sworn to before me

\_\_\_\_\_  
Title

this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

\_\_\_\_\_  
Title

My Commission expires \_\_\_\_\_



BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned,

\_\_\_\_\_  
as PRINCIPAL, and

\_\_\_\_\_  
as SURETY,

are held and firmly bound unto the PORTLAND DEVELOPMENT COMMISSION hereinafter called the "Local Public Agency", in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Bid, dated \_\_\_\_\_, 19\_\_\_\_, for \_\_\_\_\_

NOW, THEREFORE, if the Principal shall not withdraw said Bid within the period specified therein after the opening of the same, or, if no period be specified, within thirty (30) days after the said opening, and shall within the period specified therefor, or, if no period be specified within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the Local Public Agency in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract; or in the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such bond within the time specified, if the Principal shall pay the Local Public Agency the difference between the amount specified in said Bid and the amount for which the Local Public Agency may procure the required work or supplies or both, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In presence of:

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(Individual Principal)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(Individual Principal)

\_\_\_\_\_  
(Business Address)



Attest:

\_\_\_\_\_

(Corporate Principal)

(Business Address)

By \_\_\_\_\_

Affix  
Corporate  
Seal

Attest:

\_\_\_\_\_

(Corporate Surety)

Countersigned

(Business Address)

By \_\_\_\_\_

By \_\_\_\_\_

Affix  
Corporate  
Seal

Attorney-in-Fact, State of \_\_\_\_\_

(Power of attorney for person signing for surety company must be attached to bond)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_  
\_\_\_\_\_ Secretary of the corporation named as Principal in the  
within bond; that \_\_\_\_\_, who signed the said bond on behalf  
of the Principal was then \_\_\_\_\_ of said corporation; that I  
know his signature, and his signature thereto is genuine; and that said bond was duly  
signed, sealed, and attested to, for and in behalf of said corporation by authority  
of its governing body.

\_\_\_\_\_ (Corporate)

Title \_\_\_\_\_ ( Seal )

Date \_\_\_\_\_



AGREEMENT FOR SITE PREPARATION

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_, by and between

\_\_\_\_\_

(a corporation organized and existing under the laws of the State of \_\_\_\_\_)

(a partnership consisting of \_\_\_\_\_

\_\_\_\_\_) (an individual trading as \_\_\_\_\_

\_\_\_\_\_) hereinafter called the "Contractor,

and the Portland Development Commission, duly designated the Urban Renewal Agency of the City of Portland, Hereinafter called the "Local Public Agency".

WITNESSETH, that the Contractor and the Local Public Agency for the considerations stated herein mutually agree as follows:

ARTICLE 1. Statement of Work. The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services, including utility and transportation services, and perform and complete all work required for the construction of the improvements embraced in Site Preparation, Namely: \_\_\_\_\_

and required Supplemental work for the \_\_\_\_\_ Project all in strict accordance with the Contract Documents for Site Preparation, including all addenda thereto, numbered \_\_, \_\_, and \_\_, dated \_\_\_\_\_, all as prepared by James J. Robertson acting and, in these Contract Documents for Site Preparation, referred to as the "Engineer".

ARTICLE 2. The Contract Price. The Portland Development Commission will pay the Contractor for performance of the Contract, in current funds, subject to additions and deductions as provided in the Section CHANGES IN THE WORK under GENERAL CONDITIONS, PART I, the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_).



ARTICLE 3. Contract. The executed Contract Documents shall consist of the following:

- |                            |   |
|----------------------------|---|
| a. This Agreement          | f. General Conditions, Parts I, II, and III         |
| b. Addenda (if any)        | g. Special Conditions                               |
| c. Invitation for Bids     | h. Technical Specifications                         |
| d. Instructions to Bidders | i. Drawings (as listed in the Schedule of Drawings) |
| e. Signed copy of Bid      |   |

This Agreement, together with the other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provisions of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern, except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in \_\_\_\_\_ original copies on the date and year first above written.

\_\_\_\_\_  
(Contractor)

By \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_  
(Street)

\_\_\_\_\_  
(City)

APPROVED AS TO FORM:

\_\_\_\_\_  
Commission Legal Counsel

PORTLAND DEVELOPMENT COMMISSION

By \_\_\_\_\_

Title \_\_\_\_\_

Certifications

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_  
\_\_\_\_\_ of the Corporation named as Contractor herein, that \_\_\_\_\_  
\_\_\_\_\_ who signed this Agreement on behalf of the Contractor,  
was then \_\_\_\_\_ of said corporation; that said Agreement  
was duly signed for and in behalf of said corporation by authority of its governing  
body, and is within the scope of its corporate powers.

\_\_\_\_\_  
\_\_\_\_\_ Corporate  
\_\_\_\_\_ Seal

(Print or type the names underneath all signatures.)





(S - 1/30/73 )

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we, \_\_\_\_\_,  
\_\_\_\_\_, as Principal,  
and \_\_\_\_\_,  
a corporation organized and existing under the laws of the State of \_\_\_\_\_,  
and duly authorized to transact a surety business in the State of Oregon, as  
Surety, are held and firmly bound unto the PORTLAND DEVELOPMENT COMMISSION, as  
duly designated Urban Renewal Agency of the City of Portland, State of Oregon,  
and unto all subcontractors and all persons who may furnish labor or materials  
unto the said Principal, in the penal sum of \_\_\_\_\_  
Dollars (\$ \_\_\_\_\_), lawful money of the  
United States of America, for the payment whereof well and truly to be made, we  
and each of us, jointly and severally, bind ourselves, our and each of our heirs,  
executors, administrators, successors and assigns firmly by these presents.

THE CONDITIONS AND OBLIGATION are such that, whereas the above-bounden  
Principal did on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, enter into  
a contract with the PORTLAND DEVELOPMENT COMMISSION for \_\_\_\_\_

NOW, THEREFORE, if the said Principal shall faithfully and punctually comply  
with all of the provisions of said Contract, including the said plans and speci-  
fications, including any addenda thereto, and shall save the Portland Development  
Commission free from all loss or damage that may result from failure so to do in-  
cluding the wrongful or unauthorized use of any patented article or process; shall  
remedy without expense to the Portland Development Commission any defects due to  
faulty materials or workmanship, (including the defects due to the faulty materials  
or workmanship of any subcontractor), for a period of one (1) year from date of  
final acceptance of the work performed under said Contract; shall promptly make  
payment to all persons supplying labor or materials for any prosecution of the  
work provided for in such contract, and shall not permit any lien or claim to be  
filed or prosecuted against the Development Commission on account of any labor or  
material furnished; shall pay wages for a day's work of eight hours to all classes  
of laborers, workmen or mechanics employed under said Contract not less than the rate  
established or paid in the City of Portland for a day's work in the same trade or  
occupation; shall promptly pay all contributions or amounts due the State Industrial  
Accident Fund and the State Unemployment Compensation Trust Fund from said Principal  
incurred in the performance of said Contract, and shall also pay to the State Tax  
Commission all sums withheld from employees pursuant to ORS 315.575, 316.711 and  
316.714; shall fully comply with all of the provisions of the ordinances of the City  
of Portland and the laws of the State of Oregon relating to public contracts in so  
far as the same are applicable to said Contract; and shall promptly as due, make  
payment to any person, co-partnership, association or corporation furnishing medical,  
surgical, and hospital care or other needed care and attention, incident to sickness  
or injury, to any person employed by said Principal under said Contract, of all sums  
which said Principal has agreed, or may agree, to pay for such services and all  
moneys and sums which said Principal may or shall have deducted from the wages of such

(S - 11/1/71)

employees for such services pursuant to the terms of Chapter 655, Oregon Revised Statutes, and any contract entered into pursuant thereto, or collected or deducted from the wages of such employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service, then this obligation shall be void; otherwise to remain in full force and effect.

The Surety hereby agrees that modifications and changes may be made in the terms and provisions of the aforesaid contract without notice to Surety, and any such modifications or changes increasing the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this Performance Bond in a like amount, such increase, however, not to exceed twenty-five percent (25%) of the original amount of this bond without the consent of the Surety.

This bond shall be effective from the date of said Contract and is intended to comply with the Oregon Revised Statutes and all provisions of the ordinances and charter of the City of Portland and the laws of the State of Oregon governing contracts for the performance of public work, and all applicable provisions thereof are hereby incorporated herein and made a part hereof.

IN WITNESS WHEREOF, the above-bounded parties have caused this instrument to be executed by their duly authorized representatives this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_(Seal)

\_\_\_\_\_(Seal)

By \_\_\_\_\_(Seal)

\_\_\_\_\_(Seal)

Surety

Contractor

(Surety's Agent execute and attach acknowledgement)





## INDEX

### GENERAL CONDITIONS FOR SITE PREPARATION

#### PART I

	<u>SECTION NO.</u>
DEFINITIONS	101
SUPERINTENDENCE BY CONTRACTOR	102
SUBCONTRACTS	103
OTHER CONTRACTS	104
FITTING AND COORDINATION OF THE WORK	105
MUTUAL RESPONSIBILITY OF CONTRACTORS	106
PROGRESS SCHEDULE	107
PAYMENTS TO CONTRACTOR	108
CHANGES IN THE WORK	109
CLAIMS FOR EXTRA COST	110
TERMINATION: DELAYS: AND LIQUIDATED DAMAGES	111
ASSIGNMENT OR NOVATION	112
DISPUTES	113
TECHNICAL SPECIFICATIONS AND DRAWINGS	114
SHOP DRAWINGS	115
REQUESTS FOR SUPPLEMENTARY INFORMATION	116
MATERIALS AND WORKMANSHIP	117
SAMPLES, CERTIFICATES AND TESTS	118
PERMITS AND CODES	119
CARE OF WORK	120
ACCIDENT PREVENTION	121
SANITARY FACILITIES	122
USE OF PREMISES	123
REMOVAL OF DEBRIS, CLEANING, ETC.	124
INSPECTION	125
REVIEW BY LOCAL PUBLIC AGENCY	126
FINAL INSPECTION	127
DEDUCTION FOR UNCORRECTED WORK	128
INSURANCE	129
PATENTS	130
WARRANTY OF TITLE	131
GENERAL GUARANTY	132
RESPONSIBILITY OF CONTRACTOR	133
COMMUNICATIONS	134
INTERPRETATION OF SPECIFICATIONS	135
CONTROL OF PROJECT	136

## GENERAL SPECIFICATIONS

### GENERAL CONDITIONS FOR SITE PREPARATION

#### PART I

#### 101. DEFINITIONS

Wherever used in any of the Contract Documents, the following meanings shall be given to the terms herein defined:

a. The term "Contract" means the Contract executed by the Local Public Agency and the Contractor, of which these GENERAL CONDITIONS, PARTS I, II, and III form a part.

b. The term "Local Public Agency" means the Portland Development Commission which is authorized to undertake this Contract.

c. The term "Contractor" means the person, firm or corporation entering into the Contract with the Local Public Agency to construct and install the Improvements embraced in this Site Preparation Contract.

d. The term "Project Area" means the site of the Urban Renewal Project within which are the specified Contract limits of the Improvements contemplated to be constructed in whole or in part under this Contract.

e. The term "Engineer" means James J. Robertson, Project Engineer, serving the Local Public Agency with architectural or engineering services, his successor or any other person or persons, employed by said Local Public Agency for the purpose of directing or having in charge the work of Site Preparation embraced in this Contract, the said Engineer acting directly or indirectly through any Assistant Engineer having general charge of the work or through any assistant having immediate charge of a portion thereof limited by the particular duties entrusted to him.

f. The term "Local Government" means the City of Portland, Oregon, within which the Project Area is situated.

g. The term "Contract Documents" means and shall include the following: Executed Agreement, Addenda (if any), Invitation for Bids, Instructions to Bidders, Signed Copy of Bid, General Conditions, Parts I, II, and III, Special Conditions, Technical Specifications, and Drawings as listed in the Schedule of Drawings.

h. The term "Drawings" means the drawings listed in the Schedule of Drawings.

i. The term "Technical Specifications" means that part of the Contract Documents which describes, outlines, and stipulates, the quality of the materials to be furnished, the quality of workmanship required, and the methods to be used in carrying out the construction work to be performed under this Contract.

j. The term "Addendum" or "Addenda" means any changes, revisions or clarifications of the Contract Documents which have been duly issued by the Local Public Agency to prospective bidders prior to the time of receiving Bids.

## 102. SUPERINTENDENCE BY CONTRACTOR

a. Except where the Contractor is an individual and gives his personal superintendence to the work, the Contractor shall provide a competent superintendent, satisfactory to the Local Public Agency and the Engineer, on the work at all times during working hours with full authority to act for him. The Contractor shall also provide an adequate staff for the proper coordination and expediting of his work.

b. The Contractor shall lay out his own work and he shall be responsible for all work executed by him under the Contract. He shall verify all figures and elevations before proceeding with the work and will be held responsible for any error resulting from his failure to do so.

## 103. SUBCONTRACTS

a. The Contractor shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in this Contract until he has submitted a non-collusive affidavit from the subcontractor in substantially the form shown below and has received written approval of such subcontractor from the Local Public Agency.

### NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) SS

\_\_\_\_\_, being first duly sworn, deposes and says that:

(1) He is (owner, partner, officer, representative or agent) of \_\_\_\_\_ hereinafter referred to as the "Subcontractor";

(2) He is fully informed respecting the preparation and contents of the subcontractor's proposal submitted by the subcontractor to \_\_\_\_\_, the Contractor for certain work in connection with the \_\_\_\_\_ Project in \_\_\_\_\_ (City or County and State).

(3) Such subcontractor's proposal is genuine and is not a collusive or sham proposal;

(4) Neither the subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract or to refrain from submitting a Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by unlawful agreement of connivance with any other Bidder, firm or person to fix the price or prices in said subcontractor's Proposal, or to fix any overhead, profit or cost element of the price or prices in said subcontractor's Proposal, or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the \_\_\_\_\_ (Local Public Agency) or any person interested in the proposed Contract; and



(5) The price or prices quoted in the subcontractor's Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

(Signed) \_\_\_\_\_

\_\_\_\_\_  
(Title)

Subscribed and sworn to before me  
this \_\_\_\_ day of \_\_\_\_\_, 19\_\_.

\_\_\_\_\_  
Title

My Commission expires \_\_\_\_\_,  
19\_\_.

b. No proposed subcontractor shall be disapproved by the Local Public Agency except for cause.

c. The Contractor shall be as fully responsible to the Local Public Agency for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

d. The Contractor shall cause appropriate provision to be inserted in all subcontracts relative to the work to require compliance by each subcontractor with the applicable provisions of the Contract for the Improvements embraced in the Site Preparation.

e. Nothing contained in the Contract shall create any contractual relation between any subcontractor and the Local Public Agency.

#### 104. OTHER CONTRACTS

The Local Public Agency may award, or may have awarded other contracts for additional work, and the Contractor shall cooperate fully with such other Contractors directed by the Local Public Agency. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor as scheduled.

#### 105. FITTING AND COORDINATION OF THE WORK

The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, subcontractors, or materialmen engaged upon this Contract. He shall be prepared to guarantee to each of his subcontractors the locations and measurements which they may require for the fitting of their work to all surrounding work.

#### 106. MUTUAL RESPONSIBILITY OF CONTRACTORS

If, through acts or neglect on the part of the Contractor, any other Contractor or any subcontractor shall suffer loss or damage on the work, the Contractor shall

settle with such other Contractor or subcontractor by agreement or arbitration, if such other contractor or subcontractor will so settle. If such other contractor or subcontractor shall assert any claim against the Local Public Agency on account of any damage alleged to have been so sustained, the Local Public Agency will notify this Contractor, who shall defend at his own expense any suit based upon such claim, and, if any judgment or claims against the Local Public Agency shall be allowed, the Contractor shall pay or satisfy such judgment or claim and pay all costs and expenses in connection therewith.

#### 107. PROGRESS SCHEDULE - COST BREAKDOWN

a. The Contractor shall submit for approval immediately after execution of the Agreement a carefully prepared Progress Schedule, showing the proposed dates of starting and completing each of the various sections of the work, the anticipated monthly payments to become due the Contractor, and the accumulated percent of progress each month.

b. The Contractor shall submit to the Local Public Agency a breakdown of his estimated cost of all Site Preparation work, so arranged and itemized as to meet the approval of the Local Public Agency. This breakdown shall be submitted promptly after execution of the agreement and before any payment is made to the Contractor for work performed under the Contract. After approval by the Local Public Agency the unit prices established in the breakdown shall be used in estimating the amount of partial payments to be made to the Contractor.

#### 108. PAYMENTS TO CONTRACTOR

##### 1. Partial Payments

a. The Contractor shall prepare his requisition for partial payment as of the last day of the month and submit it, with the required number of copies, to the Engineer for his approval. The amount of the payment due the Contractor shall be determined by adding to the total value of work completed to date, the value of materials properly stored on the site and deducting (1) five percent (5%) of the total amount, to be retained until final payment and (2) the amount of all previous payments. The total value of work completed to date shall be based on the estimated quantities of work completed to date on each item and the unit prices established in the COST BREAKDOWN and adjusted in accordance with the value of the work completed to date on approved change orders. The value of materials properly stored on the site shall be based upon the estimated quantities of such materials and the invoice prices. Copies of all invoices shall be available for inspection of the Engineer.

b. Monthly or partial payments made by the Local Public Agency to the Contractor are moneys advanced for the purpose of assisting the Contractor to expedite the work of construction. All material and completed work covered by such monthly or partial payments shall remain the property of the Contractor and he shall be responsible for the care and protection of all materials and work upon which payments have been made. Such payments shall not constitute a waiver of the right of the Local Public Agency to require the fulfillment of all terms of the Contract and the delivery of all improvements embraced in this contract complete and satisfactory to the Local Public Agency in all details.

##### 2. Final Payment

a. After final inspection and acceptance by the Local Public Agency of all work under the Contract, the Contractor shall prepare his requisition for final payment which shall be the lump sum shown in the agreement or this sum as adjusted by approved change orders. The total amount of the final payment due the Contractor under this Contract shall be the amount computed as described above less all previous payments. Final payment to the contractor shall be made subject to his furnishing the Local Public Agency with a release in satisfactory form of all claims against the Local Public Agency arising by

virtue of his contract, other than such claims, if any, as may be specifically excepted by the Contractor from the operation of the release as provided under the section entitled DISPUTES under GENERAL CONDITIONS, PART I.

b. The Local Public Agency, before paying the final estimate, may require the Contractor to furnish releases or receipts from all subcontractors having performed any work and all persons having supplied materials, equipment (installed on the Project) and services to the Contractor, if the Local Public Agency deems the same necessary in order to protect its interest. The Local Public Agency, however, may if it deems such action advisable make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts and any payments so made shall in nowise impair the obligations of any surety or sureties furnished under this Contract.

c. Withholding of any amount due the Local Public Agency under the section entitled "Liquidated Damages" under SPECIAL CONDITIONS, shall be deducted from the final payment due the Contractor.

### 3. Withholding Payments

The Local Public Agency may withhold from any payment otherwise due the Contractor so much as may be necessary to protect the Local Public Agency and if it so elects may also withhold any amounts due from the Contractor to any subcontractors or material dealers, for work performed or material furnished by them. The foregoing provisions shall be construed solely for the benefit of the Local Public Agency and will not require the Local Public Agency to determine or adjust any claims or disputes between the Contractor and his subcontractors or materials dealers, or to withhold any moneys for their protection unless the Local Public Agency elects to do so. The failure or refusal of the Local Public Agency to withhold any moneys from the Contractor shall in nowise impair the obligations of any surety or sureties under any bond or bonds furnished under this Contract.

### 4. Payments Subject to Submission of Certificates

Each payment to the Contractor by the Local Public Agency shall be made subject to submission by the Contractor of all written certifications required of him and his subcontractors by the section entitled CONTRACTOR'S CERTIFICATES under GENERAL CONDITIONS.

## 109. CHANGES IN THE WORK

a. The Local Public Agency may make changes in the scope of the work required to be performed by the Contractor under the Contract or making additions thereto, or by omitting work therefrom, without invalidating the Contract, and without relieving or releasing the Contractor from any of his obligations under the Contract or any guarantee given by him pursuant to the Contract provisions, and without affecting the validity of the guaranty bonds. All such work shall be executed under the terms of the original Contract unless it is expressly provided otherwise.

b. Except for the purpose of affording protection against any emergency endangering life or property, the Contractor shall make no change in the materials used or in the specified manner of constructing and/or installing the Improvements or



supply additional labor, services or materials beyond that actually required for the execution of the Contract, unless in pursuance of a written order from the Local Public Agency authorizing the Contractor to proceed with the change. No claim for an adjustment of the Contract Price will be valid unless so ordered.

c. If applicable unit prices are contained in the Agreement (established as a result of either a unit price bid or a Supplemental Schedule of Unit Prices) the Local Public Agency may order the Contractor to proceed with desired changes in the work, the value of such changes to be determined by the measured quantities involved and the applicable unit prices specified in the Contract; provided that in case of a unit price contract the net value of all changes does not increase or decrease the original total amount shown in the Agreement by more than twenty-five percent (25%) in accordance with the section entitled UNIT PRICES under INSTRUCTIONS TO BIDDERS.

d. If applicable unit prices are not contained in the Agreement or if the total net change increases or decreases the total Contract Price more than twenty-five percent (25%) the Local Public Agency shall, before ordering the Contractor to proceed with desired changes, request an itemized proposal from him covering the work involved in the change after which the procedure shall be as follows:

- (1) If the proposal is acceptable the Local Public Agency will prepare the change order in accordance therewith for acceptance by the Contractor; and,
- (2) If the proposal is not acceptable and prompt agreement between the two parties cannot be reached, the Local Public Agency may order the Contractor to proceed with the work on a cost-plus-limited basis. A cost-plus-limited basis is defined as the net cost of the Contractor's labor, materials and insurance plus fifteen percent (15%) of said net cost to cover overhead and profit, the total cost not to exceed a specified limit.

e. Each change order shall include in its final form:

- (1) A detailed description of the change in the work.
- (2) The Contractor's proposal (if any) or a conformed copy thereof.
- (3) A definite statement as to the resulting change in the contract price and/or time.
- (4) The statement that all work involved in the change shall be performed in accordance with contract requirements except as modified by the change order.

#### 110. CLAIMS FOR EXTRA COST

a. If the Contractor claims that any instructions by Drawings or otherwise involve extra cost or extension of time, he shall, within ten days after the receipt of such instructions, and in any event before proceeding to execute the work, submit his protest thereto in writing to the Local Public Agency, stating clearly and in detail the basis of his objections. No such claim will be considered unless so made.

b. Claims for additional compensation for extra work, due to alleged errors in ground elevations, contour lines, or bench marks, will not be recognized unless accompanied by certified survey data, made prior to the time the original ground was disturbed, clearly showing that errors exist which resulted, or would result, in handling more material, or performing more work, than would be reasonably estimated from the Drawings and maps issued.

c. Any discrepancies which may be discovered between actual conditions and those represented by the Drawings and maps shall at once be reported to the Local Public Agency and work shall not proceed except at the Contractor's risk, until written instructions have been received by him from the Local Public Agency.

d. If, on the basis of the available evidence, the Local Public Agency determines that an adjustment of the Contract Price and/or Time is justifiable, the procedure shall then be as provided in Section - CHANGES IN THE WORK under GENERAL CONDITIONS, PART I.

### III. TERMINATION: DELAYS: AND LIQUIDATED DAMAGES

#### a. Termination of Contract

If the Contractor refuses or fails to prosecute the work with such diligence as will insure its completion within the time specified in these Contract Documents, plus any extension thereof as provided in these Contract Documents, the Local Public Agency, by written notice to the Contractor may terminate the Contractor's right to proceed with the work. Upon such termination, the Local Public Agency may take over the work and prosecute the same to completion, by contract or otherwise, and the Contractor and his sureties shall be liable to the Local Public Agency for any additional cost incurred by the Local Public Agency in its completion of the work and they shall also be liable to the Local Public Agency for liquidated damages for any delay in the completion of the work as provided below. If the Contractor's right to proceed is terminated, the Local Public Agency may take possession of and utilize in completing the work such tools, materials, equipment and plant as may be on the site of the work and necessary therefor.

#### b. Liquidated Damages for Delays

If the work is not completed within the time stipulated in Section, TIME FOR COMPLETION under SPECIAL CONDITIONS, including any extensions of time for excusable delays as herein provided, or reductions in time due to omission of part of the work, the Contractor shall pay to the Local Public Agency as fixed, agreed, and liquidated damages (it being impossible to determine the actual damages occasioned by the delay) for each calendar day of delay, until the work is completed; the amount as set forth in Section, LIQUIDATED DAMAGES under SPECIAL CONDITIONS and the Contractor and his sureties shall be liable to the Local Public Agency for the amount thereof.

#### c. Excusable Delays

The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due:

- (1) To any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, National Defense, or any other national emergency;

- (2) To any acts of the Local Public Agency;
- (3) To causes not reasonably foreseeable by the parties to this Contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, acts of another Contractor in the performance of some other contract with the Local Public Agency, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions; and
- (4) To any delay of any subcontractor occasioned by any of the causes specified in subparagraphs (1), (2), and (3) of this paragraph.

Provided, however, that the Contractor promptly (within ten days) notifies the Local Public Agency, in writing, of the cause of the delay. The Local Public Agency shall then ascertain the facts concerning the cause of the delay and the extent to which completion of the Project as a whole has been delayed. If the facts show the delay to be properly excusable under the terms of this Contract, the Local Public Agency shall extend the Contract time by a period commensurate with the period of excusable delay.

#### 112. ASSIGNMENT OR NOVATION

The Contractor shall not assign or transfer, whether by an assignment or novation any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the written consent of the Local Public Agency; provided, however, that assignments to banks, trust companies, or other financial institutions may be made without the consent of the Local Public Agency. No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered, and materials, tools, and equipment supplied for the performance of the work under this Contract in favor of all persons, firms, or corporations rendering such labor or services or supplying such materials, tools, or equipment.

#### 113. DISPUTES

a. All disputes arising under this Contract or its interpretation except those disputes covered by FEDERAL LABOR-STANDARDS PROVISIONS under GENERAL CONDITIONS, PART II, whether involving law or fact or both, or extra work, and all claims for alleged breach of contract shall within ten (10) days of commencement of the dispute be presented by the Contractor to the Local Public Agency for decision. All papers pertaining to claims shall be filed in quadruplicate. Such notice need not detail the amount of the claim but shall state the facts surrounding the claim in sufficient detail to identify the claim, together with its character and scope. In the meantime, the Contractor shall proceed with the work as directed. Any claim not presented within the time limit specified within this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten (10) days of its commencement, the claim will be considered only for a period commencing ten (10) days prior to the receipt by the Local Public Agency of notice thereof.

b. The Contractor shall submit in detail his claim and his proof thereof. Each decision by the governing body of the Local Public Agency will be in writing and will



be mailed to the Contractor by registered mail, return receipt requested.

c. If the Contractor does not agree with any decision of the Local Public Agency, he shall in no case allow the dispute to delay the work but shall notify the Local Public Agency promptly that he is proceeding with the work under protest and he may then except the matter in question from the final release.

#### 114. TECHNICAL SPECIFICATIONS AND DRAWINGS

Anything mentioned in the Technical Specifications and not shown on the Drawings or shown on the Drawings and not mentioned in the Technical Specifications, shall be of like effect as if shown on or mentioned in both. In case of difference between Drawings and Technical Specifications, the Technical Specifications shall govern. In case of any discrepancy in Drawings, or Technical Specifications, the matter shall be immediately submitted to the Local Public Agency, without whose decision, said discrepancy shall not be adjusted by the Contractor, save only at his own risk and expense.

#### 115. SHOP DRAWINGS

a. All required shop drawings, machinery details, layout drawings, etc. shall be submitted to the Engineer in five (5) copies for approval sufficiently in advance of requirements to afford ample time for checking, including time for correcting, resubmitting and rechecking if necessary. The Contractor may proceed, only at his own risk, with manufacture or installation of any equipment or work covered by said shop drawings, etc. until they are approved and no claim, by the Contractor, for extension of the Contract Time will be granted by reason of his failure in this respect.

b. Any drawings submitted without the Contractor's stamp of approval will not be considered and will be returned to him for proper resubmission. If any drawings show variations from the requirements of the Contract because of standard shop practice or other reason, the Contractor shall make specific mention of such variation in his letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment of Contract Price and/or Time otherwise the Contractor will not be relieved of the responsibility for executing the work in accordance with the Contract even though the drawings have been approved.

c. If a shop drawing is in accord with the Contract or involves only a minor adjustment in the interest of the Local Public Agency not involving a change in Contract Price or Time, the Engineer may approve the drawing. The approval shall be general, shall not relieve the Contractor from his responsibilities for adherence to the Contract or for any error in the drawing and shall contain in substance the following:

"The modification shown on the attached drawing is approved in the interest of the Local Public Agency to effect an improvement for the Project and is ordered with the understanding that it does not involve any change in the Contract Price or Time; that it is subject generally to all Contract stipulations and covenants; and that it is without prejudice to any and all rights of the Local Public Agency under the Contract and surety bond or bonds."

## 116. REQUESTS FOR SUPPLEMENTARY INFORMATION

It shall be the responsibility of the Contractor to make timely requests of the Local Public Agency for any additional information not already in his possession which should be furnished by the Local Public Agency under the terms of this Contract, and which he will require in the planning and execution of the work. Such requests may be submitted from time to time as the need is approached, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing, and list the various items and the latest date by which each will be required by the Contractor. The first list shall be submitted within two weeks after Contract award and shall be as complete as possible at that time. The Contractor shall, if requested, furnish promptly any assistance and information the Engineer may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for any delay in his work or to others arising from his failure to comply fully with the provisions of this Section.

## 117. MATERIALS AND WORKMANSHIP

a. Unless otherwise specifically provided for in the Technical Specifications, all workmanship, equipment, materials and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles or workmanship are referred to in the Technical Specifications as "equal to" any particular standard, the Engineer shall decide the question of equality.

b. The Contractor shall furnish to the Local Public Agency for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which he contemplates installing together with full information as to type, performance characteristics, and all other pertinent information as required, and shall likewise submit for approval as required full information concerning all other materials or articles which he proposes to incorporate in the work. See section- SAMPLES, CERTIFICATES AND TESTS under GENERAL CONDITIONS, PART I.

c. Machinery, mechanical and other equipment, materials or articles installed or used without such prior approval shall be at the risk of subsequent rejection.

d. Materials specified by reference to the number or symbol of a specific standard, such as an A.S.T.M. Standard, a Federal Specification or other similar standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Invitation for Bids, except as limited to type, class or grade, or modified in such reference. The standards referred to, except as modified in the Technical Specifications shall have full force and effect as though printed therein.

e. The Local Public Agency may require the Contractor to dismiss from the work such employee or employees as the Local Public Agency or the Engineer may deem incompetent, or careless, or insubordinate.

## 118. SAMPLES, CERTIFICATES AND TESTS

a. The Contractor shall submit all material or equipment samples, certificates, affidavits, etc., as called for in the Contract Documents or required by the Engineer,

promptly after award of the Contract and acceptance of the Contractor's bond. No such material or equipment shall be manufactured or delivered to the site, except at the Contractor's own risk, until the required samples or certificates have been approved in writing by the Engineer. Any delay in the work caused by late or improper submission of samples or certificates for approval shall not be considered just cause for an extension of the Contract Time.

Each sample submitted by the Contractor shall carry a label giving the name of the Contractor, the project for which it is intended, and the name of the producer. The accompanying certificate or letter from the Contractor shall state that the sample complies with contract requirements, shall give the name and brand of the product, its place of origin, the name and address of the producer and all specifications or other detailed information which will assist the Engineer in passing upon the acceptability of the sample promptly. It shall also include the statement that all materials or equipment furnished for use in the project will comply with the samples and/or certified statements.

b. Approval of any materials shall be general only and shall not constitute a waiver of the Local Public Agency's right to demand full compliance with Contract requirements. After actual deliveries, the Engineer will have such check tests made as he deems necessary in each instance, and may reject materials and equipment and accessories for cause, even though such materials and articles have been given general approval. If materials, equipment or accessories which fail to meet check tests have been incorporated in the work, the Engineer will have the right to cause their removal and replacement by proper materials or to demand and secure such reparation by the Contractor as is equitable.

c. Except as otherwise specifically stated in the Contract, the costs of sampling and testing will be divided as follows:

- (1) The Contractor shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes, except those samples taken on the project by the Engineer.
- (2) The Contractor shall assume all costs of re-testing materials which fail to meet Contract requirements;
- (3) The Contractor shall assume all costs of testing materials offered in substitution for those found deficient; and
- (4) The Local Public Agency will pay all other expenses.

#### 119. PERMITS AND CODES

a. The Contractor shall give all notices required by and comply with all applicable laws, ordinances and codes of the Local Government. All construction work and/or utility installations shall comply with all applicable ordinances and codes, including all written waivers. Before installing any work, the Contractor shall examine the Drawings and Technical Specifications for compliance with applicable ordinances and codes and shall immediately report any discrepancy to the Local Public Agency. Where the requirements of the Drawings and Technical Specifications fail to comply with such applicable ordinances or codes, the Local Public Agency will adjust the Contract by change order to conform to such ordinances or codes (unless waivers in



writing covering the difference have been granted by the governing body or department) and make appropriate adjustment in the contract price or stipulated unit prices.

Should the contractor fail to observe the foregoing provisions and proceed with the construction and/or install any utility at variance with any applicable ordinance or code, including any written waivers (notwithstanding the fact that such installation is in compliance with the Drawings and Technical Specifications), the Contractor shall remove such work without cost to the Local Public Agency, but a change order will be issued to cover only the excess cost the Contractor would have been entitled to receive if the change had been made before the Contractor commenced work on the items involved.

b. The Contractor shall comply with applicable local laws and ordinances governing the disposal of surplus excavation, materials, debris and rubbish on or off the Project Area, and commit no trespass on any public or private property in any operation due to or connected with the improvements embraced in this Contract.

#### 120. CARE OF WORK

a. The Contractor shall be responsible for all damages to person or property that occur as a result of his fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the Local Public Agency.

b. The Contractor shall provide sufficient competent watchmen, both day and night, including Saturdays, Sundays and holidays, from the time the work is commenced until final completion and acceptance.

c. In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instructions or authorization from the Local Public Agency, is authorized to act at his discretion to prevent such threatened loss or injury, and he shall so act. He shall likewise act if instructed to do so by the Local Public Agency. Any compensation claimed by the Contractor on account of such emergency work will be determined by the Local Public Agency as provided in the Section - CHANGES IN THE WORK under GENERAL CONDITIONS, PART 1.

d. The Contractor shall avoid damage as a result of his operations to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, etc., and he shall at his own expense completely repair any damage thereto caused by his operations.

e. The Contractor shall shore up, brace, underpin, secure, and protect as may be necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with the construction of the improvements embraced in this Contract. The Contractor shall be responsible for the giving of any

and all required notices to any adjoining or adjacent property owner or other party before the commencement of any work. The Contractor shall indemnify and save harmless the Local Public Agency from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the Local Public Agency may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

#### 121. ACCIDENT PREVENTION

a. The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building and construction codes shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the Local Public Agency may determine to be reasonably necessary. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, Inc., to the extent that such provisions are not in conflict with applicable local laws.

b. The Contractor shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the Local Public Agency with reports concerning these matters.

c. The Contractor shall indemnify and save harmless the Local Public Agency from any claims for damages resulting from personal injury and/or death suffered or alleged to have been suffered by any person as a result of any work conducted under this contract.

#### 122. SANITARY FACILITIES

The Contractor shall furnish, install, and maintain ample sanitary facilities for the workmen. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required by the sanitary codes of the State and Local Government. Drinking water shall be provided from an approved source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health regulations.

#### 123. USE OF PREMISES

a. The Contractor shall confine his equipment, storage of materials, and construction operations to the Contract Limits as shown on the Drawings and as prescribed by ordinances or permits, or as may be directed by the Local Public Agency, and shall not unreasonably encumber the site or public rights of way with his materials and construction equipment.

b. The Contractor shall comply with all reasonable instructions of the Local Public Agency and the ordinances and codes of the Local Government, regarding signs, advertising, traffic, fires, explosives, danger signals, and barricades.

#### 124. REMOVAL OF DEBRIS, CLEANING, ETC.

The Contractor shall, periodically or as directed during the progress of the work, remove and legally dispose of all surplus excavated material and debris, and keep the Project Area and public rights of way reasonably clear. Upon completion of the work, he shall remove all temporary construction facilities, debris and unused materials provided for the work, and put the whole site of the work and public rights of way in a neat and clean condition. Trash burning on the site of the work will be subject to prior approval of the Local Public Agency and existing State and local regulations.

#### 125. INSPECTION

a. All materials and workmanship shall be subject to inspection, examination, or test by the Local Public Agency and the Engineer at any and all times during manufacture or construction and at any and all places where such manufacture or construction is carried on. The Local Public Agency shall have the right to reject defective material and workmanship or require its correction. Unacceptable workmanship shall be satisfactorily corrected. Rejected material shall be promptly segregated and removed from the Project Area and replaced with material of specified quality without charge therefor. If the Contractor fails to proceed at once with the correction of rejected workmanship or defective material, the Local Public Agency may by contract or otherwise have the defects remedied or rejected materials removed from the Project Area and charge the cost of the same against any moneys which may be due the Contractor, without prejudice to any other rights or remedies of the Local Public Agency.

b. The Contractor shall furnish promptly all materials reasonably necessary for any tests which may be required. (See Section - SAMPLES, CERTIFICATES AND TESTS, under the GENERAL CONDITIONS, PART I.) All tests by the Local Public Agency will be performed in such manner as not to delay the work unnecessarily and shall be made as described in the Technical Specifications.

c. The Contractor shall notify the Local Public Agency sufficiently in advance of backfilling or concealing any facilities to permit proper inspection. If any facilities are concealed without approval or consent of the Local Public Agency, the Contractor shall uncover for inspection and recover such facilities all at his own expense, when so requested by the Local Public Agency.

Should it be considered necessary or advisable by the Local Public Agency at any time before final acceptance of the entire work to make an examination of work already completed, by uncovering the same, the Contractor shall on request promptly furnish all necessary facilities, labor, and material. If such work is found to be defective in any important or essential respect, due to fault of the Contractor or his subcontractors he shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the actual cost of labor and material necessarily involved in the examination and replacement, plus fifteen (15) percent of such costs to cover superintendence, general expenses and profit, shall be allowed the Contractor and he shall, in addition if completion of the work of the entire Contract has been delayed thereby, be granted a suitable extension of time on account of the additional work involved.

d. Inspection of materials and appurtenances to be incorporated in the Improvements embraced in this Contract may be made at the place of production, manufacture



or shipment, whenever the quantity justifies it, and such inspection and acceptance, unless otherwise stated in the Technical Specifications, shall be final, except as regards (1) latent defects, (2) departures from specific requirements of the Contract, (3) damage or loss in transit, or (4) fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the inspection of materials as a whole or in part will be made at the Project Site.

e. Neither inspection, testing, approval nor acceptance of the work in whole or in part, by the Local Public Agency or its agents shall relieve the Contractor or his sureties of full responsibility for materials furnished or work performed not in strict accordance with the Contract.

#### 126. REVIEW BY LOCAL PUBLIC AGENCY

The Local Public Agency, its authorized representatives and agents and the DHUD-Representative for the Administrator (as defined under GENERAL CONDITIONS, PART II) shall, at all times have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, material invoices, and other relevant data and records pertaining to this Contract, provided however, that all instructions and approval with respect to the work will be given to the Contractor only by the Local Public Agency through its authorized representatives or agents.

#### 127. FINAL INSPECTION

When the Improvements embraced in this Contract are substantially completed, the Contractor shall notify the Local Public Agency in writing that the work will be ready for final inspection on a definite date which shall be stated in the notice. The notice will be given at least ten (10) days prior to the date stated for final inspection, and bear the signed concurrence of the representative of the Local Public Agency having charge of inspection. If the Local Public Agency determines that the status of the Improvements is as represented, it will make the arrangements necessary to have final inspection commenced on the date stated in the notice, or as soon thereafter as is practicable. The Inspection party may also include the DHUD-Representative and representatives of each department of the Local Government having in charge improvements of like character when such Improvements are later to be accepted by the Local Government.

#### 128. DEDUCTION FOR UNCORRECTED WORK

If the Local Public Agency deems it not expedient to require the Contractor to correct work not done in accordance with the Contract Documents, an equitable deduction from the Contract Price will be made by agreement between the Contractor and the Local Public Agency and subject to settlement, in case of dispute, as herein provided.

#### 129. INSURANCE

a. Before commencing work, the Contractor shall submit copies of his Workmen's Compensation and Manufacturers' and Contractors' Public Liability Insurance Policies to the Local Public Agency for review and approval. He shall similarly submit his subcontractors' policies of similar insurance before each commences work. The policies submitted shall be scheduled on approved form to be supplied by the Local Public Agency.

The Local Public Agency will, in writing, identify the policies and indicate its approval or disapproval. New policies from other companies shall be provided in place of those disapproved. Such insurance shall be carried with financially responsible insurance companies, licensed in the State and approved by the Local Public Agency and shall be kept in force until the Contractor's work is accepted by the Local Public Agency. Contracts of insurance (covering all operations under this Contract) which expire before the Contractor's work is accepted by the Local Public Agency shall be renewed and submitted to the Local Public Agency for its approval.

b. The Contractor shall carry or require that there be carried Workmen's Compensation Insurance for all his employees and those of his subcontractors engaged in work at the site, in accordance with State or Territorial Workmen's Compensation Laws.

c. The Contractor shall carry or require that there be carried Manufacturers' and Contractors' Public Liability Insurance with limits of \$200,000/\$500,000 to protect the Contractor and his subcontractors against claims for injury to or death of one, or more than one person, because of accidents which may occur or result from operations under the Contract; such insurance shall cover the use of all equipment, including but not limited to excavating machinery, trenching machines, cranes, hoists, rollers, concrete mixers, motor vehicles, etc., in the construction of the Improvements embraced in this Contract. Such insurance shall, without prejudice to coverage otherwise existing therein, name as additional insureds the Portland Development Commission (the Local Public Agency), its officers, agents and employees, and shall further provide that this policy shall not be cancelled prior to the completion of this Contract without ten (10) days notice to the Auditor of the Local Public Agency.

d. The Contractor shall carry, during the life of the Contract, Property Damage Insurance in the penal sum of \$300,000 to protect the Contractor, the subcontractors and the Local Public Agency from all claims for property damage which might arise from operations under this Contract. Such insurance shall, without prejudice to coverage otherwise existing therein, name as additional insureds the Portland Development Commission (the Local Public Agency), its officers, agents and employees, and shall further provide that this policy shall not be cancelled prior to the completion of this Contract without ten (10) days notice to the Auditor of the Local Public Agency.

### 130. PATENTS

The Contractor shall hold and save the Local Public Agency, its officers, and employees, harmless from liability of any nature or kind, including costs and expenses, for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the Local Public Agency, unless otherwise specifically stipulated in the Technical Specifications.

### 131. WARRANTY OF TITLE

No material, supplies, or equipment for the work shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. The Contractor shall warrant good title to all materials, supplies, and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed or placed thereon by him to the Local Public Agency free from any claims, liens, or charges. Neither

the Contractor nor any person, firm or corporation furnishing any material or labor for any work covered by this Contract shall have any right to a lien upon any improvement or appurtenance thereon. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any bond given by the Contractor for their protection or any rights under any law permitting such persons to look to funds due the Contractor in the hands of the Local Public Agency. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

#### 132. GENERAL GUARANTY

Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of the Improvements embraced in this Contract by the Local Public Agency or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of twelve (12) months from the date of final acceptance of the work. The Local Public Agency will give notice of defective materials and work with reasonable promptness.

#### 133. RESPONSIBILITY OF CONTRACTOR

Except as otherwise specifically stated in the Contract Documents and Technical Specifications, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, heat, power, transportation, superintendence, temporary construction of every nature, charges, levies, fees or other expenses incurred and all other services and facilities of every nature whatsoever necessary for his performance of the Contract and to deliver all improvements embraced in this Contract for Site Preparation complete in every respect within the specified time.

#### 134. COMMUNICATIONS

a. All notices, demands, requests, instructions, approvals, proposals and claims must be in writing.

b. Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor stated on the signature page of the Agreement (or at such other office as the Contractor may from time to time designate in writing to the Local Public Agency), or if deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission, in each case addressed to such office.

c. All papers required to be delivered to the Local Public Agency shall, unless otherwise specified in writing to the Contractor, be delivered to the Portland Development Commission at 1700 S. W. Fourth Avenue, Portland, Oregon - 97201, and any notice to or demand upon the Local Public Agency shall be sufficiently given if so delivered, or if deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission to said Local Public Agency at such address, or to such other representatives of the Local Public Agency or to such other address as the Local Public Agency may subsequently specify in writing to the Contractor for such purpose.



d. Any such notice shall be deemed to have been given as of the time of actual delivery or (in the case of mailing) when the same should have been received in due course of post, or in the case of telegrams, at the time of actual receipt, as the case may be.

e. All Change Orders will be countersigned by the Engineer and the Executive Director of the Portland Development Commission.

### 135. INTERPRETATION OF SPECIFICATIONS

It shall be the duty of the Engineer to interpret the plans and specifications, and decide the true meaning thereof. Such interpretation shall be in writing if asked for by either party hereto. The decision of the Engineer relating to the plans and specifications, the acceptability of material or equipment, the proper execution of the work, the measurement of quantities, or the quantity, character and classification of material shall be final and binding upon both parties to the Contract. The Engineer may amend or correct any errors or omissions in the plans and specifications when such amendments or corrections are necessary to make definite the intent indicated by a reasonable interpretation of the Contract requirements.

### 136. CONTROL OF PROJECT

a. The work shall be done under the direction and to the satisfaction of the Engineer. The Contractor shall do all the work and furnish all labor, materials, equipment, tools, and machines necessary for the performance and completion of the project in accordance with the specifications within the specified time.

b. The Engineer shall at all times have access to the work wherever it is in preparation or progress and the Contractor shall provide proper facilities for such access and for inspection. The Contractor shall make application to the Engineer for inspection at least forty-eight (48) hours in advance of starting any work. Inspectors shall be recognized as authorized agents of the Engineer, and their duties shall be to pass upon materials used and work performed. Instructions given by the inspector shall be respected and executed by the Contractor, but no inspector shall have any power to waive the terms of the Contract or the obligations of the Contractor thereunder to furnish good materials or do the work in a thorough and workmanlike manner.

c. If Saturday, Sunday, holiday or overtime work is to be performed, the Engineer or his Inspector shall be notified twenty-four (24) hours in advance.



INDEXGENERAL CONDITIONSPART II(Federal Labor Standards Provisions)SECTION NO.

THE PROJECT TO WHICH THE WORK COVERED BY THIS CONTRACT PERTAINS	201
DEFINED TERMS	202
MINIMUM SALARY RATES FOR ARCHITECTS, TECHNICAL ENGINEERS, DRAFTSMEN, AND TECHNICIANS	203
MINIMUM WAGE RATES FOR LABORERS AND MECHANICS	204
UNDERPAYMENTS OF WAGES OR SALARIES	205
FRINGE BENEFITS AS PART OF WAGES	206
CONTRACT WORK HOURS STANDARDS ACT -- OVERTIME COMPENSATION	207
EMPLOYMENT OF APPRENTICES	208
CONTRACTOR'S CERTIFICATES	209
EQUAL EMPLOYMENT OPPORTUNITY	210
EMPLOYMENT OPPORTUNITIES FOR LOWER INCOME PERSONS	211
EMPLOYMENT OF CERTAIN PERSONS PROHIBITED	212
REGULATIONS PURSUANT TO SO-CALLED "ANTI-KICKBACK ACT"	213
EMPLOYMENT OF LABORERS OR MECHANICS NOT LISTED IN AFORESAID WAGE DETERMINATION DECISION	214
FRINGE BENEFITS NOT EXPRESSED AS HOURLY WAGE RATES	215
POSTING WAGE DETERMINATION DECISIONS AND AUTHORIZED WAGE DEDUCTIONS	216
COMPLAINTS, ETC., BY EMPLOYEES	217
CLAIMS AND DISPUTES PERTAINING TO SALARY RATES FOR TECHNICAL EMPLOYEES	218
CLAIMS AND DISPUTES PERTAINING TO WAGE RATES FOR LABORERS AND MECHANICS	219
QUESTIONS CONCERNING CERTAIN FEDERAL STATUTES AND REGULATIONS	220
PAYROLLS AND BASIC PAYROLL RECORDS OF THE CONTRACTOR AND SUBCONTRACTORS	221
SPECIFIC COVERAGE OF CERTAIN TYPES OF WORK BY EMPLOYEES	222
INELIGIBLE SUBCONTRACTORS	223
INTEREST OF CERTAIN FEDERAL AND OTHER OFFICIALS	224
PROVISIONS TO BE INCLUDED IN CERTAIN SUBCONTRACTS	225
BREACH OF FOREGOING FEDERAL LABOR-STANDARDS PROVISIONS	226



GENERAL CONDITIONS

PART II

(Federal Labor Standards Provisions)

201. THE PROJECT TO WHICH THE WORK COVERED BY THIS CONTRACT PERTAINS

The Project to which the work covered by this Contract pertains is being assisted under Title I of the Housing Act of 1949, as amended, by the United States of America. The following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

202. DEFINED TERMS

Except where the context clearly indicates otherwise, the following terms as used in these Federal Labor Standards Provisions, shall have the meanings ascribed to them in this Section. The term "Secretary" means the Secretary of Housing and Urban Development, or other person who may be at the time acting in the capacity or authorized to perform the functions of such Secretary, or the authorized representative thereof, or any other person designated by such Secretary to perform his functions. The term "subcontractor" means any subcontractor whose subcontract covers any of the work covered by this Contract. The term "subcontract" means any subcontract which calls for the performance of any of the work covered by this Contract.

203. MINIMUM SALARY RATES FOR ARCHITECTS, TECHNICAL ENGINEERS, DRAFTSMEN, AND TECHNICIANS

All architects, technical engineers, draftsmen, and technicians (herein called 'technical employees') employed upon the work covered by this Contract shall be paid unconditionally and not less often than once each month, and without subsequent deduction or rebate on any account (except such payroll deductions as are made mandatory by law and such other payroll deductions as are permitted by the applicable regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to the Anti-Kickback Act hereinafter identified), the full amounts due at the time of payment computed at salary rates not less than those set forth in Exhibit "A" included in these specifications, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such technical employees.

204. MINIMUM WAGE RATES FOR LABORERS AND MECHANICS

All laborers and mechanics employed upon the work covered by this Contract shall be paid unconditionally and not less often than once each week, and without subsequent deduction or rebate on any account (except such payroll deductions as are made mandatory by law and such other payroll deductions as are permitted by the applicable regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to the Anti-Kickback Act hereinafter identified), the full amounts due at time of payment computed at wage rates not less than those contained

in the wage determination decision of said Secretary of Labor which is set forth in these specifications and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such laborers and mechanics. All laborers and mechanics employed upon such work shall be paid in cash, except that payment may be by check if the employer provides or secures satisfactory facilities approved by the Local Public Agency for the cashing of the same without cost or expense to the employee. For the purpose of this clause, contributions made or costs reasonably anticipated under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section 5.5(a)(1)(iv) of Title 29, Code of Federal Regulations. Also for the purpose of this clause, regular contributions made or costs incurred for more than a weekly period under plans, funds, or programs, but covering the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

#### 205. UNDERPAYMENTS OF WAGES OR SALARIES

In case of underpayment of wages or salaries by the Contractor or by any subcontractor to laborers, mechanics, or technical employees employed by the Contractor or subcontractor upon the work covered by this Contract, the Local Public Agency, in addition to such other rights as may be afforded it under this Contract, may withhold from the Contractor, out of any payments due the Contractor, so much thereof as the Local Public Agency may consider necessary to pay such laborers, mechanics, or technical employees the full amount of wages or salaries required by this Contract. The amount so withheld shall be disbursed by the Local Public Agency, for and on account of the Contractor or the subcontractor (as may be appropriate), to the respective laborers, mechanics, or technical employees to whom the same is due or on their behalf to plans, funds, or programs for any type of fringe benefit prescribed in the applicable wage determination.

#### 206. FRINGE BENEFITS AS PART OF WAGES

The Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1 (b) (2) (B) of the Davis-Bacon Act, or any bona fide fringe benefits not expressly listed in Section 1 (b) (2) of the Davis-Bacon Act or otherwise not listed in the wage determination decision of the Secretary of Labor which is included in this Contract, when the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. Whenever practicable, the Contractor should request the Secretary of Labor to make such findings before the making of the Contract. In the case of unfunded plans and programs, the Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. A copy of any findings made by the Secretary of Labor in respect to fringe benefits being provided by the Contractor must be submitted to the Local Public Agency with the first payroll filed by the Contractor subsequent to receipt of the findings.

207. CONTRACT WORK HOURS STANDARDS ACT -- OVERTIME COMPENSATION

a. Overtime requirements. No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any laborer or mechanic in any workweek in which he is employed on such work to work in excess of eight hours in any calendar day or in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such workweek, as the case may be.

b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph "a", the Contractor and any subcontractor responsible therefor shall be liable to any affected employee for his unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the clause set forth in paragraph "a", in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of eight hours or in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph "a".

c. Withholding for liquidated damages. The Local Public Agency may withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for liquidated damages as provided in the clause set forth in paragraph "b".

d. Subcontracts. The Contractor shall insert in any subcontracts the clauses set forth in paragraphs "a", "b", and "c" of this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

208. EMPLOYMENT OF APPRENTICES AND TRAINEES

(a) Apprentices. Apprentices will be permitted to work as such only when they are registered, individually, under a bona fide apprenticeship program registered with a State apprenticeship agency which is recognized by the Bureau of Apprenticeship and Training, U.S. Department of Labor; or, if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, U.S. Department of Labor. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the contractor as to his entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not a trainee as defined in subdivision (b) of this subparagraph or is not registered as above, shall be paid the wage rate determined by the Secretary of Labor for the classification of work he actually performed. The contractor or subcontractor will be required to furnish to the contracting officer written evidence of the registration of his program and apprentices as well as of the appropriate ratios and wage rates, for the area of construction prior to using any apprentices on the contract work.

(b) Trainees. Trainees will be permitted to work as such when they are bona fide trainees employed pursuant to a program approved by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training, and, where subdivision (III) of this subparagraph is applicable, in accordance with the provisions of Part 5a of this subtitle.

(c) The phrase "laborer or mechanic" as used in these specifications shall include for Federal Labor Standards Provisions purposes the categories of apprentices and trainees.



(d)(1) In compliance with 29 C.F.R. §5a.3 as amended, the contractor agrees:

(i) That he will make a diligent effort to hire for the performance of the contract a number of apprentices or trainees, or both, in each occupation, which bears to the average number of the journeymen in that occupation to be employed in the performance of the contract the applicable ratio as determined by the Secretary of Labor;

(ii) That he will assure that 25% of such apprentices or trainees in each occupation are in their first year of training, where feasible. Feasibility here involves a consideration of (a) the availability of training opportunities for first year apprentices, (b) the hazardous nature of the work for beginning workers, (c) excessive unemployment of apprentices in their second and subsequent years of training.

(iii) That during the performance of the contract he will, to the greatest extent possible, employ the number of apprentices or trainees necessary to meet currently the requirements of subdivisions (i) and (ii) of this subparagraph.

(2) The contractor agrees to maintain records of employment by trade of the number of apprentices and trainees, apprentices and trainees by first year of training, and of journeymen, and the wages paid and hours of work of such apprentices, trainees and journeymen. The contractor agrees to make these records available for inspection upon request of the Department of Labor and the Federal agency concerned.

(3) The contractor who claims compliance based on the criterion stated in §5a.4(b) agrees to maintain records of employment, as described in §5a.3(a)(2), on non-Federal and nonfederally assisted construction work done during the performance of this contract in the same labor market area. The contractor agrees to make these records available for inspection upon request of the Department of Labor and the Federal agency concerned.

(4) The contractor agrees to supply one copy of the written notices required in accordance with §5a.4(c) at the request of Federal agency compliance officers. The contractor also agrees to supply at 3 month intervals during performance of the contract and after completion of contract performance a statement describing steps taken toward making a diligent effort and containing a breakdown by craft, of hours worked and wages paid for first year apprentices and trainees, other apprentices and trainees, and journeymen. One copy of the statement will be sent to the agency concerned, and one to the Secretary of Labor.

(5) The contractor agrees to insert in any subcontract under this contract the requirements contained in this paragraph (29 CFR 5a.3(a) (1), (2), (3), (4), and (5) ). Sections 5a.4, 5a.5, 5a.6, and 5a.7 shall also be attached to each such contract for the information of the contractor. The term "contractor" as used in such clauses in any subcontract shall mean the subcontractor.

(6) The provisions of paragraph (a) of this section shall not apply with regard to any contract, if the head of the Federal agency concerned finds it likely that making of the contract with the clauses contained in paragraph (a) of this section will prejudice the national security.

## 209. CONTRACTOR'S CERTIFICATES

Before each payment by the Local Public Agency to the Contractor under this Contract, the Contractor shall furnish the Local Public Agency with his certificate, in duplicate, substantially to the effect that the Contractor and each subcontractor has complied with the wage and other Labor Standards Provisions of this Contract which pertain to laborers and mechanics employed upon the work covered by this Contract or that there is an honest dispute with respect to such provisions. The form of the certificate to be used will be furnished by the Local Public Agency.

## 210. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Local Public Agency setting forth the provisions of this nondiscrimination clause.
- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- c. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor or the Secretary of Housing and Urban Development pursuant thereto, and will permit access to his books, records, and accounts by the Local Public Agency, the Secretary of Housing and Urban Development, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g. The Contractor will include the provisions of paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Local Public Agency or the Department of Housing and Urban Development may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Local Public Agency or the Department of Housing and Urban Development, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### 211. EMPLOYMENT OPPORTUNITIES FOR LOWER INCOME PERSONS

The Contractor, in connection with work covered by this Contract, to the greatest extent feasible, shall provide opportunities for training and employment to lower income persons residing in the Project area.

#### 212. EMPLOYMENT OF CERTAIN PERSONS PROHIBITED

No person who, at the time, is serving sentence in a penal or correctional institution shall be employed on the work covered by this Contract.

#### 213. REGULATIONS PURSUANT TO SO-CALLED "ANTI-KICKBACK ACT"

The Contractor shall comply with the applicable regulations (a copy of which is attached and herein incorporated by reference) of the Secretary of Labor, United States Department of Labor, made pursuant to the so-called "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 862; title 18 U.S.C., section 874; and title 40 U.S.C., section 276c), and any amendments or modifications thereof, shall cause appropriate provisions to be inserted in subcontracts to insure compliance therewith by all subcontractors subject thereto, and shall be responsible for the submission of affidavits required of subcontractors thereunder, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions from the requirements thereof.



214. EMPLOYMENT OF LABORERS OR MECHANICS NOT LISTED IN AFORESAID WAGE DETERMINATION DECISION

Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract will be classified or reclassified conformably to the wage determination by the Local Public Agency, and a report of the action taken shall be submitted by the Local Public Agency, through the Secretary, to the Secretary of Labor, United States Department of Labor. In the event the interested parties cannot agree on the proper classification or reclassification of a particular class of laborers and mechanics to be used, the question accompanied by the recommendation of the Local Public Agency shall be referred, through the Secretary, to the Secretary of Labor for final determination.

215. FRINGE BENEFITS NOT EXPRESSED AS HOURLY WAGE RATES

The Local Public Agency shall require, whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly wage rate and the Contractor is obligated to pay a cash equivalent of such a fringe benefit, an hourly cash equivalent thereof to be established. In the event the interested parties cannot agree upon a cash equivalent of the fringe benefit, the question, accompanied by the recommendation of the Local Public Agency, shall be referred, through the Secretary, to the Secretary of Labor for determination.

216. POSTING WAGE DETERMINATION DECISIONS AND AUTHORIZED WAGE DEDUCTIONS

The applicable wage poster of the Secretary of Labor, United States Department of Labor (Form WHPC 1240), and the applicable wage determination decisions of said Secretary of Labor with respect to the various classifications of laborers and mechanics employed and to be employed upon the work covered by this Contract, and a statement showing all deductions, if any, in accordance with the provisions of this Contract, to be made from wages actually earned by persons so employed or to be employed in such classifications, shall be posted at appropriate conspicuous points at the site of the work.

217. COMPLAINTS, ETC., BY EMPLOYEES

No laborer, mechanic, or technical employee to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

218. CLAIMS AND DISPUTES PERTAINING TO SALARY RATES FOR TECHNICAL EMPLOYEES

Claims and disputes pertaining to salary rates or to classifications of technical employees employed upon the work covered by this Contract shall be promptly reported in writing by the Contractor to the Local Public Agency for the latter's decision which shall be final with respect thereto.

## 219. CLAIMS AND DISPUTES PERTAINING TO WAGE RATES FOR LABORERS AND MECHANICS

Claims and disputes pertaining to wage rates or to classifications of laborers and mechanics employed upon the work covered by this Contract shall be promptly reported by the Contractor in writing to the Local Public Agency for referral by the latter through the Secretary to the Secretary of Labor, United States Department of Labor, whose decision shall be final with respect thereto.

## 220. QUESTIONS CONCERNING CERTAIN FEDERAL STATUTES AND REGULATIONS

All questions arising under this Contract which relate to the application or interpretation of (a) the aforesaid Anti-Kickback Act, (b) the Contract Work Hours Standards Act, (c) the regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to said Acts, (d) the aforesaid Davis-Bacon Act, or (e) the labor-standards provisions of Title I of the Housing Act of 1949, as amended, shall be referred, through the Local Public Agency and the Secretary, to the Secretary of Labor, United States Department of Labor, for appropriate ruling or interpretation by said Secretary of Labor which shall be authoritative and may be relied upon for the purposes of this Contract.

## 221. PAYROLLS AND BASIC PAYROLL RECORDS OF THE CONTRACTOR AND SUBCONTRACTORS

The Contractor and each subcontractor shall prepare his payrolls on forms satisfactory to and in accordance with instructions to be furnished by the Local Public Agency. The Contractor shall submit weekly to the Local Public Agency two certified copies of all payrolls of the Contractor and of the subcontractors, it being understood that the Contractor shall be responsible for the submission of copies of payrolls of all subcontractors. Each such payroll shall contain the "Weekly Statement of Compliance" set forth in Section 3.3 of Title 29, Code of Federal Regulations. The payrolls and basic payroll records of the Contractor and each subcontractor covering all laborers and mechanics employed upon the work covered by this Contract shall be maintained during the course of the work and preserved for a period of three years thereafter. Such payrolls and basic payroll records shall contain the name and address of each such employee, his correct classification, rate of pay (including rates of contributions or costs anticipated of the types described in Section 1(b)(2) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. In addition, whenever the Secretary of Labor has found under Section 5.5(a)(1)(iv) of Title 29, Code of Federal Regulations, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor or subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. The Contractor and each subcontractor shall make his employment records with respect to persons employed by him upon the work covered by this Contract available for inspection by the Secretary, and authorized representatives of the Local Public Agency and of the United States Department of Labor. The Secretary and such representatives shall be permitted to interview employees of the Contractor or of any subcontractor during working hours on the job.

U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
LOW-RENT PUBLIC HOUSING

RECEIVED

TECHNICAL SALARY DETERMINATIONS

001 261073

EXHIBIT "A"

PORTLAND DEVELOPMENT COMMISSION

State of Oregon

(City)

(State)

Date August 1973

Master File

(Name of Local Authority)

Oregon - All

(Project Number)

Technical - Architects

(Type of Contract or Nature of Work)

The following minimum salary rates applicable to the above work have been determined pursuant to Section 16(2) of the United States Housing Act as amended.

*Wm. E. H. H. H.*

Labor Relations Specialist

*Paul R. H. H.*

THIS SPACE IS FOR THE SIGNATURE OF THE AREA DIRECTOR OR HIS DEPUTY. IT IS NOT TO BE USED FOR ANY OTHER PURPOSE.

Area Director

CLASSIFICATIONS	MINIMUM SALARY RATES			REMARKS
	PER HOUR	PER MONTH	PER ANNUM	
Designer (Planner)	\$ 9.24			
Engineer (3)	8.50			
Engineer (2)	6.85			
Engineer (1)	5.92			
Landscape Architect (3)	8.21			
Landscape Architect (2)	6.49			
Landscape Architect (1)	5.47			
Draftsman (3)	5.40			
Draftsman (2)	4.37			
Draftsman (1)	3.53			
Inspector	5.20			
Chief of Party	5.80			
Instrumentman	5.24			
Rodman	4.25			
Chainman	3.89			
Architect (3)	7.78			
Architect (2)	6.03			
Architect (1)	5.13			



STATE: Oregon

DECISION NO.: AQ-1079

COUNTIES: Statewide

DATE: Date of Publication

Supercedes Decision No. AQ-1022, dated September 7, 1973, in 38 FR 24532

DESCRIPTION OF WORK: Building Construction(excluding single family homes and garden type apartments up to and including 4 stories), heavy and highway construction and dredging.

	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	App. Tr.
ASBESTOS WORKERS	\$7.85	.35	.60		.06
BOILERMAKERS	7.45	.60	1.00	.50	.02
BRICKLAYERS; Stonemasons:					
Clackamas, Clatsop, Columbia, Gilliam, Hood River, Multnomah, Morrow, Sherman, Tillamook, Wasco(north of the City of Maupin), Washington, S-1/2 of Yamhill Cos.	7.90	.35	.35		.02
N-1/2 of Lincoln, Marion, Polk, S-1/2 of Yamhill Cos.	7.40	.35	.35		.02
Baker, N-1/2 of Malheur, Union, Umatilla, Walla Walla Cos.	7.85	.30			
Benton, Coos, Crook, Curry, Deschutes, Douglas, Grant, Harney, Jackson, Jefferson, Josephine, Klamath, Lake, Lane, S-1/2 of Lincoln, Linn, S-1/2 of Malheur, Wasco(north of the City of Maupin & south thereof), Wheeler Cos.	7.55	.45	.45		.03
CARPENTERS:					
Acoustical & Drywall Applicators; Automatic Nailing Machines; Carpenters; Form Strippers; Manhole Builders	7.29	.55	.40	.35	.03
Piledrivers; Bridge, Dock & Wharf Builders	7.39	.55	.40	.35	.03
Floor Layers & Finishers; Stationary Power Saw Operators	7.44	.55	.40	.35	.03
Boon Men	7.49	.55	.40	.35	.03
Hillwrights & Machine Erectors	7.54	.55	.40	.35	.03
CEMENT MASONS:					
Cement Masons	7.14	.35	.35	.20	.03
Mastic Worker; Composition Worker; Gunnite Man; Power Machinery Operator	7.29	.35	.35	.20	.03
DRYWALL TAPERS	7.24	.40	.40	.35	.03
ELECTRICIANS:					
Malheur County					
Electricians	7.95	.30	1X		1X
Cable Splicers	8.745	.30	1X		1X
Baker; Gilliam; Grant; Morrow; Umatilla; Union; Walla Walla; Wheeler Cos.					
Electricians	8.05	.35	1X + .40		.02
Cable Splicers	8.855	.35	1X + .40		.02
Coos; Curry; Lincoln; Those portions of Douglas & Lane Cos. lying west of a line running north & south from the SE corner of Coos Co. to the SE corner of Lincoln Co.					
Electricians	8.21	.25	1X		.04
Cable Splicers	9.03	.25	1X		.04

Benton; Crook; Deschutes; Jefferson; Lane (except coast portion); Linn; Marion; Polk; S-1/2 of Yamhill Cos.

Electricians

Cable Splicers

Clackamas; Clatsop; Columbia; Hood River;

Multnomah; Sherman; Tillamook; Wasco;

Washington; S-1/2 of Yamhill Cos.

Electricians

Cable Splicers

Harney; Jackson; Josephine; Klamath; Lake;

That portion of Douglas lying east of a line

running north &amp; south from the SE corner of

Coos to the SE corner of Lincoln Cos.

Electricians

Cable Splicers

ELEVATOR CONSTRUCTORS

ELEVATOR CONSTRUCTORS' HELPERS

ELEVATOR CONSTRUCTORS' HELPERS (PROB.)

SLAZERS

IRONWORKERS:

Structural; Reinforcing; Ornamental; Riggers;

Fence Erectors; Signal Men

ATHERS:

Clackamas, Clatsop, Columbia, Gilliam, Har-

ney, Hood River, Morrow, Multnomah, Sherman,

Tillamook, Wasco, Washington, Yamhill Cos.

MARBLE SETTERS:

Clackamas, Clatsop, Columbia, Gilliam, Hood

River, N-1/2 of Lincoln, Marion, Multnomah,

Morrow, Polk, Sherman, Tillamook, Wasco(north

of the City of Maupin), Washington, Yamhill

Cos.

Baker, N-1/2 of Malheur, Union, Umatilla,

Walla Walla Cos.

Outside

Inside

Benton, Coos, Crook, Curry, Deschutes,

Douglas, Grant, Harney, Jackson, Jefferson,

Josephine, Klamath, Lake, Lane, S-1/2 of

Lincoln, Linn, S-1/2 of Malheur, Wasco(north

of the City of Maupin &amp; south thereof), Wheeler

Cos.

PAINTERS:

Brush

Spray

High Work over 100'

High Towers, ground to 100'

High Towers, ground to 300'

High Towers, ground to over 300'

Basic Hourly Rates	Fringe Benefits Payments			
	H & W	Pensions	Vacation	App. Tr.
\$8.50	.25	1X		.04
8.95	.25	1X		.04
8.05	.25	1X + .40		.02
8.70	.25	1X + .40		.02
8.40	.25	1X		.04
8.95	.25	1X		.04
7.12	.345	.23	2X + a	
70%JR	.345	.23	2X + a	
50%JR				
7.20	.26	.30	6.5X	.01
7.31	.49	.65	.25	.05
6.60	.15			.01
7.90	.35	.35		.02
7.85	.30			
7.65	.30			
7.00	.45	.45		.02
7.05	.30	.20		.03
7.30	.30	.20		.03
7.55	.30	.20		.03
7.20	.30	.20		.03
7.55	.30	.20		.03
8.05	.30	.20		.03

NOTICES

	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	App. Tr.
PLASTERERS	\$7.35	.50	.60		.01
PLUMBERS: Steamfitters:					
Baker; Harney (except NW portion); Malheur Cos.	7.39	.37	.40		.05
Grant (except SW corner); Morrow; Umatilla; Walla Walla; Union Cos.	7.96	.33	.85	.49	.08
N-1/2 of Benton, Lincoln, & Linn Cos.; S-1/2 of Tillamook & Yamhill Cos.; Marion & Polk Cos.	6.95	.51	.63	1.00	.08
Clackamas; Clatsop; Columbia; Gilliam; Hood River; Jefferson; Multnomah; Sherman; N-1/2 of Tillamook; Wasco; Wheeler; Washington; S-1/2 of Yamhill	7.68	.65	.75		.07
Cook; Curry; West Coast portion of Douglas; Lane (City of Florence)	7.74	.41	.52		.0175
Lane (except for City of Florence); Douglas (except Coast portion); Crook; Deschutes; NE portion of Harney; Northern portions of Klamath and Lake Cos.; S-1/2 of Lincoln, Linn, Benton, & Jefferson Cos.; SW corner of Grant County	7.73	.41	.62		.02
Remainder of Klamath & Lake Counties	7.06	.45	.55	.75	.05
Jackson & Josephine Counties	7.05	.40	.50	.43	.02
ROOFERS:					
Clackamas; Clatsop; Columbia; Gilliam; Hood River; Jefferson; Multnomah; Sherman; Tillamook; & Wasco Counties					
Roofers	7.30	.45	.55		
Coal Tar	7.80	.45	.55		
Coal Tar in confined areas	8.05	.45	.55		
Walla Walla County	6.65				
Cook, Crook, Curry, Deschutes, Douglas, Harney, Jackson, Josephine, Klamath, Lake, Lane, & Malheur Counties	6.53	.25			
Marion, Yamhill, Polk, Lincoln, Benton, & Linn Counties	6.00	.22	.15		
SHEET-METAL WORKERS:					
Benton, Clackamas, Clatsop, Columbia, Crook, Deschutes, Gilliam, Grant, Harney, Hood River, Jefferson, Lincoln, Linn, Marion, Morrow, Multnomah, Polk, Sherman, Tillamook, Wasco, Washington, Wheeler, & Yamhill Cos.	6.94	.33	.24	.28	.02
Malheur County	7.06	.27	.20		.02
Baker, Umatilla, Union, Walla Walla Counties	7.65	.32	.50	.50	
Cook, Curry, Douglas, Lane Counties	7.85	.22	.34		.42
Jackson & Josephine Counties	6.73	.22	.30		

SOFT FLOOR LAYERS  
 SPRINKLER FITTERS  
 TILE SETTERS & TERRAZZO WORKERS:  
 Clatsop, Clackamas, Columbia, Gilliam, Harney, Hood River, N-1/2 of Lincoln, Marion, Morrow, Multnomah, Polk, Sherman, Wasco (north of the City of Moupin), Washington, Tillamook, & Yamhill Counties  
 Baker, N-1/2 of Malheur, Union, Umatilla, & Walla Walla Counties  
 Benton, Cook, Crook, Curry, Deschutes, Douglas, Grant, Jackson, Jefferson, Josephine, Klamath, Lake, Lane, S-1/2 of Lincoln & Malheur Cos., Linn, Wasco (incl. the City of Moupin and south thereof), and Wheeler Cos.  
 TILE SETTERS' HELPERS  
 WELDERS; RIGGERS: Receive rate prescribed for craft performing operation to which welding is incidental.

## PAID HOLIDAYS:

A-New Year's Day; B-Memorial Day; C-Independence Day; D-Labor Day;  
 E-Thanksgiving Day; F-Christmas Day.

## FOOTNOTES:

- Employer credits 4% basic hourly rate of employee with over 5 years' service; 2% basic hourly rate from 6 months to 5 years' service to Vacation Plan. Six Paid Holidays: A through F.
- 4% of all gross wages to be placed to the credit of employees with less than one year of service. 6% to employees with more than one year of service.

NOTICES

5153



## POWER EQUIPMENT OPERATORS

## GROUP I

ASSISTANT CONVEYOR; Oiler, including plant and crusher; Crusher Feederman; Deckhand; Self-propelled Scaffolding; Guard Rail Punch Oiler; Pump under 4" Brakeman Switchman; Parts Man (Tool Room)

Basic Hourly Rates	Fringe Benefits Payments				
	H & V	Pensions	Vacation	App. Tr.	Others
\$6.40	.45	.60	.25		

## GROUP II

BLADE, PULLED TYPE; Truck Crane Oiler-driver, 25 ton capacity or over; Fireman, all equipment; A-Frame Truck, single drum; Tugger or Coffin type Hoist, any power; Drill Helper; Auger Oiler; Boatman; Forklift or Lumber Stacker; Temporary Heating Plant; Grade Oiler, required to check grade; Grade Checker; Tar Pot Fireman; Tar Pot Fireman (power agitated); H. D. Repairman Helper; Welder's Helper; Fireman Helicopter Radio-man (ground); Roller, Rock

6.54	.45	.60	.25		
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## GROUP III

PLANT FIREMAN; Pugmill; Truck Mounted Asphalt Spreader, with screed; Compressor, any power, under 1,000 cu. ft. total capacity; Mixer Box Concrete Plant; Concrete Conveyor; Cement Hog; Concrete Saw, self-propelled unit; Wire Mat Machine or Reaming Machine; Concrete Curing Machine, self-propelled; Bucket Elevator Loader, Barber Greene and similar type; Hydraulic Pipe Press; Pump any power, 4" and over; Hydrostatic Pump; Motorman; Ballast Jack Tamper; Bell Boy, phones, etc.; Tamping Machine, mechanical self-propelled; Hydrographic Seeder Machine, straw, pump or seed; Broom Operator, self-propelled; Air Filtration Equipment; Welding Machine

6.64	.45	.60	.25		
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## GROUP IV

SCREED; Compactor, including vibratory; Compressor, over 1,000 cu. ft. total capacity; Concrete Mixer, single drum, under 5 bag capacity;

## GROUP IV (Cont'd)

Concrete Cooling Machine; Combination Mixer and Compressor, Gunnite work; Helicopter Hoist; Fork Lift, over 5 tons; Lull Hi-Lift or similar type, 20 ft. or over; Service Oiler (Greaser); Hydra Hammer or similar types; Pavement Breaker; Pump, more than 3, any size; Locomotive, under 40 tons; Roller, Oiling, CTB

Basic Hourly Rates	Fringe Benefits Payments				
	H & V	Pensions	Vacation	App. Tr.	Others
\$6.80	.45	.60	.25		

## GROUP V

CURE MACHINE, MECHANICAL-BERM, CURB AND/OR CURB AND CUTTER; Wagner Factor or similar type (with cut blade); Batch Plant Material Control; Power Jumbo, setting all forms, etc. in tunnels; Slip Form Pumps, power driven hydraulic lifting device for concrete forms; Hoist, single drum; Elevator, Diesel, Gas, Engineer; Chip Spreading Machine; Line Spreading Sweeper (Wayne Type) self-propelled; Tractor, rubber-tired 50 H.P. Flywheel and under; Trenching Machine, maximum digging capacity 3 ft. depth

6.82	.45	.60	.25		
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## GROUP VI

ASPHALT PLANT; Asphalt Paver; Magnets, internal full slab vibrator; Concrete finishing Machine, Clary, Johnson, Aldwell, Burgess, bridge deck or similar type; Curb Machine, Mechanical Berm, Curb and/or Curb and Cutter; Concrete Joint Machine; Concrete Planer; Cast in place pipe laying machine; Concrete Paving Machine; Concrete Spreader; Loaders, Rubber-tired type, 2 1/2 cu. yds. and under; Rock Spreader, self-propelled

6.90	.45	.60	.25		
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## GROUP VII

ROLLER, ASPHALT; Concrete Mixer, single drum, 5 bag capacity and over; Belcrete; Pumpcrete; Cement pump, Fuller-Kenyon and similar; Grouting Machine; Concrete Pump;



1-QRE-PFO-1-2-3-c

(3-5)

## GROUP VII (Cont'd)

Lower Mobile; A-Frame Truck, double drums; Boom Truck; Churn Drill and Earth Boring Machine; Hydraulic Backhoe, wheel type 3/8 cu. yds. and under with or without front end attachments 2 1/2 cu. yds. and under (Ford, John Deere, Case type); Elevating Grader, Tractor and towed requiring operator or grader; Pot Runner; Ballast Regulator; Ballast Tamper Multi-Purpose; Track Liner; Tie Spacer, Shuttle Car; Locomotive, 40 tons and over

Basic Hourly Rates	Fringe Benefits Payments				
	M & W	Pensions	Vacation	App. Tr.	Others
\$6.96	.45	.60	.25		
7.06	.45	.60	.25		
7.12	.45	.60	.25		

## GROUP VIII

DIESEL-ELECTRIC ENGINEER, PLANT OR FLOATING; Batch Plant and/or wet mix, one and two drums; Generator; Diesel-Electric Engineer; Belt Loaders, Molson and Ko Cal types

## GROUP IX

BULLDOZER; Drill Car; Side-Boom Cat; Compactor, with blade; Chicago Boom and similar types; Lift Slab Machine; Boom Type lifting device, 5 tons capacity or less; Cherry picker or similar type crane-hoist 5 ton capacity or less; Grizzly; Crusher Plant; Boring Machine; Surface Heater & Planer; Hydraulic Backhoe, truck type 3/8 cu. yds. Loader, front end and overhead 2 1/2 cu. yds. and under 4 cu. yds.; Pipe Cleaning Machine; Pipe Doping Machine; Pipe Bending Machine; Pipe Wrapping Machine; Bolt Threading Machine; Drill Doctor; including bit grinder; H.D. Mechanic; H.D. Welder; Machine Tool Operator; Stationary Drag Scraper; Tractor Rubber-tired over 50 H.P. Flywheel; Tractor, Rubber-tired with boom attachments; Trenching Machine maximum digging capacity over 3 ft. depth

## GROUP X

BULLDOZER, TWIN-ENGINE (TC 12 and similar type); Cable-Plow; Compactor,

1-QRE-PFO-1-2-3-c

(4-5)

## GROUP X (Cont'd)

Multi-engine; Driller-Percussion, Diamond, Core, Cable, Rotary and similar types Jack Operator Elevating Barges; Barge Operator, self-unloading; Combination H.D. Mechanic-Welder; Welder-Certified; Rubber-tired Dozers & Pushers (Michigan, Cat, Hough type)

## GROUP XI

MIXER MOBILE; Crane, 25 tons and under; Shovel, Dragline; Clamshell, Hoe, etc., under 1 cu. yd.; Gradsall, under 1 cu. yd.; Mucking Machine

## GROUP XII

BLADE; Batch Plant and/or wet mix, 3 units or more; Hoist, 2 drum; Hoist, 3 or more drums; Elevating Loader, Athey and similar types; Piledriver (not crane type); Rubber-tired Scraper, single engine, single scraper; Scraper-Self-Loading, paddle wheel ladder type; Rubber-tired Scraper, twin engine; Rubber-tired Scraper, with push-pull attachments; Blade Mounted Spreaders, Uirich and similar types; Shield Operator

## GROUP XIII

BLADE, FINISH (Working with either red or blue tops); Blade, Electronically controlled by wire or laser beams; Blade, Multi-engine; Concrete Paving and Road Mixer; Bridge Crane, Locomotive, Gantry, Overhead; Derrick, under 100 tons; Hoist, Stiff leg, Guy Derrick or similar type 50 tons and over; Cableway, up to 25 tons; Crane, over 25 tons and including 40 tons; Tower Crane; Piledriver (not crane type); Floating Clamshell, etc., under 3 cu. yds.; Floating Crane (Derrick Barge), less than 30 tons; Hydraulic Backhoe, truck type over 3/8 cu. yds., Elevating Grader, operated by tractor, Sierra, Euclid or similar types; Back-Filling Machine; Shovel, etc., 1 cu. yd., but less than 3 cu. yds.; Gradsall, 1 cu. yd., and over; Back Filling Machine

Basic Hourly Rates	Fringe Benefits Payments				
	M & W	Pensions	Vacation	App. Tr.	Others
\$7.18	.45	.60	.25		
7.20	.45	.60	.25		
7.26	.45	.60	.25		
7.34	.45	.60	.25		

NOTICES

M-1017 P. 2

1-ORE-FPO-1-2-3-c (5-5)

Basic Hourly Rates	Fringe Benefits Payments				
	M & W	Pensions	Vacation	App. Tr.	Others
GROUT XIV RUBBER-TIRED SCRAPER WITH TANDEN SCRAPER	\$7.50	.45	.60	.25	
GROUP XV ROCK MOUND; Loader, 4 cu. yds. but less than 6 cu. yds.	7.66	.45	.60	.25	
GROUP XVI AUTO GRADER (i.e. CHD) or TRIMMER; Tandem Bulldozer, Quad-nine and similar type; Automatic Concrete Slip Form Paver; Concrete Canal Liner; Cableway, 25 tons and over; Crane, over 40 tons and including 100 tons; Whirley, 80 tons and under; Floating Craneshell, etc., 3 cu. yds. and over; Floating Crane (Derrick Barge), 30 tons but less than 80 tons; Loader, 6 cu. yds., but less than 8 cu. yds., Loader 8 cu. yds., but less than 12 cu. yds.; Rubber-tired Scraper, with Tandem Scrapers, Multi-engine; Shovel etc., 3 cu. yds. but less than 5 cu. yds.; Wheel Excavator, under 750 cu. yds. per hour	7.84	.45	.60	.25	
GROUP XVII CRANE, Over 100 tons and including 200 tons; Whirley over 80 tons and including 150 tons; Floating Crane (Derrick Barge), 80 tons but less than 150 tons; Loader, 12 cu. yds. and over; Shovel, etc., 3 cu. yds. and over; Canal Trimmer	7.98	.45	.60	.25	
GROUP XVIII CRANE, over 200 tons; Whirley, 150 tons and over; Floating Crane 150 tons but less than 250 tons; Wheel Excavator, over 750 cu. yds. per hour; Band Wagons, in conjunction with wheel excavator	8.16	.45	.60	.25	
GROUP XXIV HELICOPTER; When used in erecting work; Floating Crane 250 tons and over; Remote controlled earth moving equipment (no one operator shall operate more than two pieces of moving equipment at one time); Under- water Equipment, remote or otherwise	8.30	.45	.60	.25	

LABORERS

GROUP I  
Asphalt plant laborers; Asphalt  
spreaders; Batch weighman; Broomers;  
Brush burner & cutters; Car & truck  
loaders; Carpenter tender; Change-House  
man or dry shack man; Choker setters;  
Clean up laborers; Concrete laborers;  
Crusher feeders; Culvert, hand labor;  
Curing, concrete; Demolition, wrecking,  
& moving laborers; Driller helpers;  
Dumpers, Road oiling crew; Dumpmen  
(for grading crew); Elevator feeders;  
Fence builder (incl. Guard rail, Median  
rail, Reference post, Guide post,  
Right-of-way marker); Fine graders;  
Form strippers (not swinging stages);  
General laborers; Landscaping or  
planting laborers; Leverman on  
aggregate spreader (Flaherty & similar  
types); Loading spotters; Material yard  
men (incl. electrical); Pittsburgh  
clipper operator or similar types;  
Powderman helper; Railroad track  
laborers; Ribbon setters (incl. steel  
forms); Rip Rap man (hand placed); Road  
pump tender; Sewer labor; Skipman;  
Signalman; Slopers; Spraymen; Stake  
chaser-Stake setter-Grade checker;  
Stockpiler; Timber feller & buckler  
(hand labor); Toolroom man (at job  
site); Tunnel bull gang (above ground);  
Weigh man-crusher aggregate (when used)

1-ORE-IAB-1-2-3-d (1-2)

Basic Hourly Rates	Fringe Benefits Payments				
	M & W	Pensions	Vacation	App. Tr.	Others
\$5.60	.45	.50	.25	.02	



## LABORERS (cont'd)

## GROUP II

Applicator (incl. pot tender for same), applying protective material by hand or nozzle on utility lines or storage tanks on project; Burners; Choker splicer; Clay power spreader & similar types; Clean-up nozzleman; Greencutter (Concrete rock, etc.); Concrete power buggyman; Demolition & wrecking charred materials; Gunite nozzleman tender; Gunite or sand blasting pot tender; Handlers or mixers of all materials of an irritating nature (incl. cement & lime); Manhole builder; Powertool op., incl. but not limited to: Chipping Guns; Jackhammer, Paving breakers, Post hole digger, Air, Gas, or Electric Tampers, Vibrating screed, Vibrators (less than 4" in diameter); Ribbon setter, head; Rip rap man (head); Hand placed; Sand blasting (wet); Sewer timbermen; Timber buckers & fallers, brush cutters (power saw); Tunnel-buckers, Brakemen, Concrete crew, Full gang (underground)

Basic Hourly Rates	Fringe Benefits Payments				
	H & V	Pensions	Vacation	App. Tr.	Others
\$5.75	.45	.50	.25	.07	
5.90	.45	.50	.25	.02	
6.05	.45	.50	.25	.02	

## GROUP III

Asphalt rakers; Bid grinder; Concrete saw op.; Drill doctor, Drill operator, Air tracks, Cat drills, Wagon drills, Rubber-mounted drills, & other similar types; Gunite nozzleman; High scalers, strippers & drillers (covers work in swinging stages, chairs or belts, under extreme conditions unusual or normal drilling, blasting, barring-down, or sloping & stripping); Powdermen; Power saw ops. (Bucking & falling merchantable logs); Pumperete nozzlemen; Sand blasting (Dry); Sewer pipe layers; Track liners, Anchor machines, Ballast regulators, Multiple tampers, Power jacks; Tugger op.; Tunnel-Chuck tenders, Nipper & Timbermen; Vibrators (4" & larger); Water blaster

## GROUP IV

Tunnel miners; Tunnel powderman

## TRUCK DRIVERS

Battery operated; Low bed haul drivers; Concrete buggies (power operated); Dump trucks, side, end & bottom dumps, incl. semi-trucks & trains or combin. thereof: 6 cu. yds. & under; Lift jitneys, fork lifts (all sizes used in loading, unloading & transporting material on job site); Loader and/or leverman on concrete dry batch plant (manually operated); Pilot car; Solo flat bed & misc. body trucks, 0-10 tons; Truck helper; Truck mechanic helper; Warehouseman (warehouse parts, tool room & parts chaser, checker & receivers); Water wagons (rated capacity); up to 1600 gals.

"A" frame or hydro-lift truck w/load lowering surface lubrication sys, fuel tank driver, fireman, wash rack, steam cleaner or combin.; Team drivers

Dump trucks, side, end & bottom dumps, incl. semi-trucks & trains or combin. thereof: over 6 cu. yds. incl. 10 cu. yds.; Slurry truck driver or leverman; Transit mix & dry or wet trucks: 5 cu. yds. & under; Fireman (full-time basis); Water wagons (rated capacity): 1600 to 3000 gals.

Highway spreader driver or leverman; Low bed equipment, flat bed semi-trailer, truck & trailer or doubles transporting equipment or wet or dry materials; Loader carrier driver-Straddle carrier (used in loading, unloading and transporting of materials on job site); Oil distributor driver or leverman; Water wagons (rated capacity: 3000 to 5000 gals.)

Drumster or similar equipment, all sizes; Transit mix & wet or dry mix trucks; Over 5 cu. yds. & incl. 7 cu. yds.

Dump trucks, side, end & bottom dumps, incl. semi-trucks & trains or combin. thereof: over 10 cu. yds. & incl. 20 cu. yds.; Transit mix & dry or wet mix trucks; over 7 cu. yds. & incl. 9 cu. yds.; Truck mechanic-welder-body repairman; Water wagons (rated capacity): 5000 to 7000 gals.

Basic Hourly Rates	Fringe Benefits Payments				
	H & V	Pensions	Vacation	App. Tr.	Others
6.25	.40	.45	.25		
6.28	.40	.45	.25		
6.35	.40	.45	.25		
6.38	.40	.45	.25		
6.43	.40	.45	.25		
6.53	.40	.45	.25		

NOTICES



Dump trucks, side and 4 bottom dumps, incl. semi-trucks & trains or combin. thereof: over 20 cu. yds. & incl. 30 cu. yds.; Transit mix & wet or dry mix trucks: over 9 cu. yds. & incl. 11 cu. yds.; Water Wagons (Rated capacity): over 7000 gals. to 10,000 gals.

Dump trucks, side, and 4 bottom dumps, incl. semi-trucks & trains or combin. thereof: over 30 cu. yds. & incl. 40 cu. yds.; Transit mix & wet or dry mix trucks: over 11 cu. yds. and incl. 13 cu. yds.; Water Wagons (rated capacity): over 10,000 gals. to 15,000 gals.

Dump trucks, side, and 4 bottom dumps, incl. semi-trucks & trains or combin. thereof: over 40 cu. yds. & incl. 50 cu. yds.; Transit mix and wet or dry mix trucks: over 13 cu. yds. and incl. 15 cu. yds.

Dump trucks, side, and 4 bottom dumps, incl. semi-trucks & trains or combin. thereof: over 50 cu. yds. & incl. 60 cu. yds.

Dump trucks, side, and 4 bottom dumps, incl. semi-trucks & trains or combin. thereof: over 60 cu. yds. & incl. 70 cu. yds.

Dump trucks, side, and 4 bottom dumps, incl. semi-truck & trains or combin. thereof: over 70 cu. yds. and incl. 80 cu. yds.

Dump trucks, side, and 4 bottom dump, including semi-trucks & trains or combin. thereof: over 80 cu. yds. & incl. 90 cu. yds.

Dump trucks, side, and 4 bottom dump, incl. semi-trucks and trains or combin. thereof: over 90 cu. yds. & incl. 100 cu. yds.

Drivers and Helpers (handling sacked cement add \$.15 per hour).  
Winch truck - takes classification of truck on which winch is mounted.

Task Hourly Rate	FRINGE BENEFIT PAYMENTS			
	H & W	Pensions	Vacation	App. Tr.
6.63	.40	.45	.25	
6.73	.40	.45	.25	
6.83	.40	.45	.25	
7.00	.40	.45	.25	
7.10	.40	.45	.25	
7.20	.40	.45	.25	
7.30	.40	.45	.25	
7.40	.40	.45	.25	

## LINE CONSTRUCTION:

Cable Splicers; Leadman Pole Sprayer  
Lineman; Pole Sprayer; Heavy Line Equip-  
ment Man; Certified Lineman Welder  
Tree Trimmer  
Line Equipment Man  
Head Groundman (Chipper); Head Groundman;  
Powderman; Jackhammer Man  
Groundman; Tree Trimmer Helper  
Roll Digger

Basic Hourly Rates	Fringe Benefits Payments			
	H & W	Pensions	Vacation	App. Tr.
\$9.03	.25	.12	.10	.42
8.16	.25	.12	.10	.42
7.37	.25	.12	.10	.42
7.03	.25	.12	.10	.42
6.15	.25	.12	.10	.42
5.80	.25	.12	.10	.42
5.55	.25	.12	.10	.42
DREDGING				
Dipper Leverman:				
(a) 5 yards and under	.45	.60	.25	
(b) Over 5 yards	.45	.60	.25	
Leverman, Hydraulic	.45	.60	.25	
Assistant Engineer (Electric Generator Operator for Primary Pump; Power Barge or Dredge)	.45	.60	.25	
Assistant Engineer (Electric, Diesel, Steam, or Booster Pump); Mate and Boatman	.45	.60	.25	
Engineer Welder; Crane-man	.45	.60	.25	
Fireman; Oiler	.45	.60	.25	
Assistant Mate (Deckhand)	.45	.60	.25	

**SO-CALLED "ANTI-KICKBACK ACT" AND REGULATIONS PROMULGATED  
PURSUANT THERETO BY THE SECRETARY OF LABOR,  
UNITED STATES DEPARTMENT OF LABOR**

**TITLE 18, U.S.C., section 874**

(Replaces section 1 of the Act of June 13, 1934 ((48 Stat. 948, 40 U.S.C.,  
sec. 276b)) pursuant to the Act of June 25, 1948, 62 Stat. 862)

**KICKBACKS FROM PUBLIC WORKS EMPLOYEES**

Whoever, by force, intimidation, or threat of procuring dismissal from employment, or by any other manner whatsoever induces any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined not more than \$5,000 or imprisoned not more than five years, or both.

**SECTION 2 OF THE ACT OF JUNE 13, 1934, AS AMENDED (48 Stat. 948, 62 Stat. 862,  
63 Stat. 108, 72 Stat. 967, 40 U.S.C., sec. 276c)**

The Secretary of Labor shall make reasonable regulations for contractors and subcontractors engaged in the construction, prosecution, completion or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States, including a provision that each contractor and subcontractor shall furnish weekly a statement with respect to the wages paid each employee during the preceding week. Section 1001 of Title 18 (United States Code) shall apply to such statements.

- - - X X X - - -

Pursuant to the aforesaid Anti-Kickback Act, the Secretary of Labor, United States Department of Labor, has promulgated the regulations hereinafter set forth, which regulations are found in Title 29, Subtitle A, Code of Federal Regulations, Part 3. The term, "this part," as used in the regulations hereinafter set forth, refers to Part 3 last above mentioned. Said regulations are as follows:

**CONTRACTORS AND SUBCONTRACTORS ON PUBLIC BUILDING AND PUBLIC WORK  
AND ON BUILDING AND WORK FINANCED IN WHOLE OR IN PART  
BY LOANS OR GRANTS FROM THE UNITED STATES**

**Sec. 3.1    Purpose and scope.**

This part prescribes "anti-kickback" regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with Federally-assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly

submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

### Sec. 3.2 Definitions.

As used in the regulations in this part:

(a) The terms "building" or "work" generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, powerlines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a "building" or "work" within the meaning of the regulations in this part.

(b) The terms "construction," "prosecution," "completion," or "repair" mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.

(c) The terms "public building" or "public work" include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.

(d) The term "building or work financed in whole or in part by loans or grants from the United States" includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directly or indirectly from funds provided by loans or grants by a Federal agency. The term does not include building or work for which Federal assistance is limited solely to land guarantees or insurance.

(e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is "employed" and receiving "wages," regardless of any contractual relationship alleged to exist between him and the real employer.

(f) The term "any affiliated person" includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary, or otherwise, and an officer or agent of such corporation.

(g) The term "Federal agency" means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentalities of the United States and of the District of Columbia, including corporations, all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentalities.

### Sec. 3.3 Weekly statement with respect to payment of wages.

(a) As used in this section, the term "employee" shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.



(b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by these regulations during the preceding weekly payroll period. The statement shall be executed by the contractor or subcontractor or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages, and shall be in the following form:

#### WEEKLY STATEMENT OF COMPLIANCE

Date \_\_\_\_\_

I, \_\_\_\_\_, \_\_\_\_\_ do hereby state:  
(Name of signatory party) (Title)

(1) That I pay or supervise the payment of the persons employed by \_\_\_\_\_ on  
(Contractor or subcontractor)  
the \_\_\_\_\_; that during the payroll period commencing on the \_\_\_\_\_ day of \_\_\_\_\_,  
(Building or work)  
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 \_\_\_\_\_

\_\_\_\_\_ from the full weekly wages earned by any person and that no deductions have  
(Contractor or subcontractor)  
been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948; 63 Stat. 108; 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below;

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

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

(4) That:

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

☐ In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- ☐ Each laborer or mechanic listed in the above referenced payroll has been paid as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the Contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION
REMARKS	

NAME AND TITLE	SIGNATURE
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.	

Section 1001 of Title 18 of the United States Code (Criminal Code and Criminal Procedure) shall apply to such statement as provided at 72 Stat. 967 (18 U.S.C. 1001, among other things, provides that whoever knowingly and willfully makes or uses a document or fraudulent statement of entry, in any matter within the jurisdiction of any department or agency of the United States, shall be fined not more than \$10,000 or imprisoned not more than five years, or both).

(c) The requirements of this section shall not apply to any contract of \$2,000 or less.

(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.

Sec. 3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.

(a) Each weekly statement required under Sec. 3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or, if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.

(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each laborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

Sec. 3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor:

(a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.

(b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A "bona fide prepayment of wages" is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

(c) Any deduction of amounts required by court process to be paid to another, unless, the deduction is in favor of the contractor, subcontractor, or any affiliated person, or when collusion or collaboration exists.

(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions or annuities or retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, of unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: *Provided, however,* That the following standards are met: (1) The deduction is not otherwise prohibited by law; (2) it is either: (i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or (ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; (3) no profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and (4) the deductions shall serve the convenience and interest of the employee.

(e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

(f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.

(g) Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasi-governmental agencies, such as the American Red Cross.

(h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.

(i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: *Provided, however,* That a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.



(j) Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and Part 531 of this title. When such a deduction is made the additional records required under Sec. 516.25(a) of this title shall be kept.

Sec. 3.6 Payroll deductions permissible with the approval of the Secretary of Labor.

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under Sec. 3.5. The Secretary may grant permission whenever he finds that:

- (a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise;
- (b) The deduction is not otherwise prohibited by law;
- (c) The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance; or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and
- (d) The deduction serves the convenience and interest of the employee.

Sec. 3.7 Applications for the approval of the Secretary of Labor.

Any application for the making of payroll deductions under Sec. 3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

- (a) The application shall be in writing and shall be addressed to the Secretary of Labor.
- (b) The application shall identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions only on specific, identified contracts, except upon a showing of exceptional circumstances.
- (c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of Sec. 3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.
- (d) The application shall include a description of the proposed deduction, the purpose to be served thereby, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.
- (e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant.

Sec. 3.8 Action by the Secretary of Labor upon applications.

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of Sec. 3.6; and shall notify the applicant in writing of his decision.

Sec. 3.9 Prohibited payroll deductions.

Deductions not elsewhere provided for by this part and which are not found to be permissible under Sec. 3.6 are prohibited.

Sec. 3.10 Methods of payment of wages.

The payment of wages shall be by cash, negotiable instruments payable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

Sec. 3.11 Regulations part of contract.

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see Sec. 5.5(a) of this subtitle.

W. Willard Wirtz,

*Secretary of Labor.*

GENERAL CONDITIONS

PART III

(Nonfederal Labor Standards Provisions)

301. GENERAL PROVISIONS

The following Nonfederal Labor Standards Provisions, including the following provisions concerning maximum hours of work, minimum rates of pay, and overtime compensation, with respect to the categories and classifications of employees hereinafter mentioned, are included in this Contract pursuant to the requirements of applicable State or local laws, but the inclusion of such provisions shall not be construed to relieve the Contractor or any subcontractor from the pertinent requirements of any corresponding Federal Labor Standards Provisions of this Contract. In case the minimum rates of pay set forth below shall be higher than the minimum rates of pay required by or set forth in the Federal Labor Standards Provisions of this Contract for corresponding classifications, the minimum rates of pay set forth below shall be deemed, for the purposes of this Contract, to be the applicable minimum rates of pay for such classifications. The limitations, if any, in these Nonfederal Labor Standards Provisions upon the hours per day, per week or per month which employees engaged on the work covered by this Contract may be required or permitted to work thereon, shall not be exceeded.

302. OTHER STIPULATIONS

a. The Contractor shall comply with all the provisions of the laws of the State of Oregon and ordinances of the City of Portland relating to the employment of labor. No laborer, workman or mechanic in the Contractor's employ or in the employ of any subcontractor, if such is employed, or other person doing or contracting to do the whole or a part of the work contemplated hereunder shall be required or permitted to labor more than eight (8) hours in any one day, or forty (40) hours in any one week, except in cases of necessity, emergency or where the public policy absolutely requires it, in which event the person or persons so employed for excessive hours shall receive at least time and one-half for all overtime in excess of eight (8) hours a day, and for work performed on Saturdays and on legal holidays, provided, however, that nothing herein contained shall apply to any labor performed in the manufacture or fabrication of any material manufactured or fabricated in any plant or place other than the place where the main contract is to be performed.

b. If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to Contractor or to a subcontractor by any person in connection with this Contract, as such claim becomes due, the Local Public Agency may pay such claim to the person furnishing labor or services and charge the amount of the payment against the funds due or to become due the Contractor by reason of this Contract, and such payment shall not relieve the Contractor or the Contractor's surety from the obligations of either with respect to any unpaid claims.



D&S (3/74)

c. The Contractor shall make payment promptly as due to all persons supplying to the Contractor labor or material for the prosecution of the work provided for in this Contract, shall pay all contributions or amounts due the State Industrial Accident Fund, the State Unemployment Compensation Trust Fund, and the State Tax Commission in consequence of work under this Contract, and shall not permit any lien or claims to be filed or prosecuted against the Local Public Agency on account of any labor or material furnished.

303. MINIMUM WAGE RATES

For purposes of this section the minimum wage rates shall be the current Prevailing Wage Rates in Oregon, published by the Oregon Bureau of Labor.



INDEX  
SPECIAL CONDITIONS  
IRVING PARK IMPROVEMENTS PHASE IV  
IRVINGTON NEIGHBORHOOD DEVELOPMENT PROJECT

	<u>SECTION NO.</u>
PROJECT SITE	401
TIME FOR COMPLETION	402
LIQUIDATED DAMAGES	403
PARTIAL USE OF SITE IMPROVEMENTS	404
CONTRACT DOCUMENTS AND DRAWINGS	405
DIVISION, SECTION & PARAGRAPH NUMBERING	406
SPECIFICATIONS	407
NUMBER OF SPECIFIED ITEMS REQUIRED	408
ABBREVIATIONS	409
STANDARD SPECIFICATIONS	410
LINES & LEVELS	411
STORAGE OF MATERIALS	412
PROJECT RECORD DOCUMENTS	413
OWNER'S MAINTENANCE BROCHURE	414
REPAIR OF EXISTING MATERIAL	415
DEFECTIVE AND DAMAGED WORK	416
CUTTING AND PATCHING	417
VEHICULAR TRAFFIC CONTROL	418
CERTIFICATES OF COMPLIANCE	419
EXISTING UNDERGROUND UTILITIES	420
PERMITS	421
COOPERATION OF CONTRACTOR	422
MEASUREMENTS	423
VANDALISM, THEFT	424
FINAL ACCEPTANCE	425



SPECIAL CONDITIONS  
FOR  
IRVING PARK IMPROVEMENTS PHASE IV  
IRVINGTON NEIGHBORHOOD DEVELOPMENT PROJECT

401. PROJECT SITE

The Project Area of Irving Park, Project No. ORE. A-5-2, consists of the area bounded in general by N. E. 7th Avenue on the west, N. E. Fremont on the north, a property line located approximately 130 feet west of the center line of N. E. 11th Avenue on the east, and a property line located approximately 135 feet south of the extension of the center line of N. E. Fargo within the City of Portland, Oregon.

402. TIME FOR COMPLETION

The work which the Contractor is required to perform under this Contract shall be fully completed, except for lawn maintenance, within ninety (90) consecutive calendar days after the receipt of the Notice to Proceed.

403. LIQUIDATED DAMAGES

As actual damages for any delay in completion of the work which the Contractor is required to perform under this contract are impossible of determination, the Contractor and his Sureties shall be liable for and shall pay to the Local Public Agency the sum of Two Hundred Dollars (\$200.00) as fixed, agreed and liquidated damages for each calendar day of delay from the above dates stipulated for completion, or as modified in accordance with Section - CHANGES IN WORK UNDER GENERAL CONDITIONS, PART I, until such work is satisfactorily completed and accepted.

404. PARTIAL USE OF SITE IMPROVEMENTS

The Local Public Agency, at its election, may give notice to the Contractor and place in use those sections of the Improvements which have been completed, inspected and can be accepted as complying with the Technical Specifications and if in its opinion each such section is reasonably safe, fit and convenient, for the use and accomodation for which it was intended, provided:

- a. The use of such sections of the Improvements shall in no way impede the completion of the remainder of the work by the Contractor.
- b. The Contractor shall not be responsible for any damages or maintenance costs due directly to the use of such sections.
- c. The use of such sections shall in no way relieve the Contractor of his liability due to having used defective materials or to poor workmanship.
- d. The period of guarantee stipulated in the Section 132 GENERAL GUARANTY under GENERAL CONDITIONS, PART I, shall not begin to run until the date of the final acceptance of all work which the Contractor is required to construct under this Contract.

#### 405. CONTRACT DOCUMENTS AND DRAWINGS

The Local Public Agency will furnish the Contractor without charge up to 8 copies of the Contract Documents, including Technical Specifications and Drawing. Additional copies requested by the Contractor will be furnished at cost of reproduction.

#### 406. DIVISION, SECTION & PARAGRAPH NUMBERING

Numbering and lettering of Sections and Paragraphs in these specifications are merely for identification and may not be consecutive. Sections included are listed in 'Table of Contents'. Contractor shall check his copies of Contract Documents.

#### 407. SPECIFICATIONS

Segregation of the specifications into Divisions and Sections conforms roughly to customary practice. They are used for convenience only. The Local Public Agency is not bound to define limits of any subcontract, and will not enter into disputes between Contractor and his employees, INCLUDING SUBCONTRACTORS. No Responsibility, either direct or implied, is assumed by the Local Public Agency for omission or duplications by the Contractor or his subcontractors, due to real or alleged error in arrangement of matter in these Contract Documents.

#### 408. NUMBER OF SPECIFIED ITEMS REQUIRED

Wherever in specifications an article, device, or piece of equipment is referred to in singular number, such reference shall include as many such items as are shown on Drawings or required to complete installation.

#### 409. ABBREVIATIONS

AASHO	American Association of State Highway Officials, 917 National Press Bldg., Washington D.C. 20004
ACI	American Concrete Institute, P. O. Box 4754, Redford Station, Detroit, Michigan 48219
APA	American Plywood Association, 119 'A' Street, Tacoma, Washington 98401
ASTM	American Society for Testing Materials, 1916 Race St., New York, New York 10016
AISC	American Institute of Steel Construction, Inc., 101 Park Avenue, New York, New York
AWPA	American Wood-Preservers' Association, 1012 Fourteenth St., N.W., Washington D.C. 20005
CS	Commercial Standards of U.S. Department of Commerce, Washington, D.C. 20005

- DFPA Douglas Fir Plywood Association, P. O. Box 1337,  
Tacoma, Washington 98401
- PS Product Standards of U.S. Department of Commerce,  
Washington, D. C. 20025
- UBC Uniform Bldg. Code of International Conference of  
Bldg. Officials, 50 S. Los Robles, Pasadena Calif. 91101
- UL Underwriter's Laboratories, 207 East Olive St.,  
Chicago, Illinois 60611
- WCLIB West Coast Lumber Inspection Bureau,  
1950 S. W. Skyline Blvd., Portland, Oregon
- WWPA Western Wood Products Association,  
1500 Yeon Bldg., Portland, Oregon 97204
- ASA American Standards Association, 10 East 40th Street,  
New York, New York 10016

#### 410. STANDARD SPECIFICATIONS

References in the Technical Specifications to standard specifications issued by above-named organizations or other organizations shall mean edition current on date of Invitation to Bid, unless otherwise noted. Wherever referenced standard specifications contain provisions which conflict with the Contract Documents, the Contract Documents shall govern.

#### 411. LINES & LEVELS

- a. Property lines, existing bench mark, existing and proposed grades, trees, improvements are indicated on drawings.
- b. Contractor shall employ a registered civil engineer or registered surveyor or an experienced and competent person approved by the Engineer to establish construction control lines and grades: be responsible for accuracy.
- c. Provide all construction lines and grade staking necessary for proper performance of the required work. Additional staking shall be provided when requests shall be within normal practice of engineering procedure of type of work being performed.

#### 412. STORAGE OF MATERIALS

Adequately protect all materials to be used on project from damage and where applicable, intrusion of moisture.



#### 413. PROJECT RECORD DOCUMENTS

##### 1. Documents:

Maintain at job-site one copy of all Drawings; Specifications; Addenda; approved Shop Drawings; Change Orders; Field Orders; other Contract Modifications; and other approved documents submitted by Contractor in compliance with various sections of the specifications.

##### 2. Identification \* Maintenance:

Each of these Project Record Documents shall be clearly marked, "Project-Record Copy"; maintained in good condition; available at all times for inspection by Engineer; and not used for construction purposes.

##### 3. Records:

- a. Mark up the most appropriate Document to show:
  - 1. Significant changes made during construction process;
  - 2. Significant detail not shown in the original Contract Documents.
- b. Information given shall include, but shall not be limited to:
  - 1. Location of underground utilities and appurtenances referenced to permanent surface improvements.
  - 2. Indicate exact location and depth of underground electrical, mechanical and irrigation system.
- c. Keep Project-Record Documents current. Do not permanently conceal any work until required information has been recorded.

##### 4. Submittal:

Upon completion of the Project and prior to final acceptance submit to the Engineer an original set of Project Record Drawings, drawn on an approved, good quality tracing paper. Also submit the marked up set of Documents.

#### 414. OWNER'S MAINTENANCE BROCHURE

Provide at project completion four hardbound loose leaf binders each of which shall include the following:

- 1. Copies of all required bond, guarantees, certificates, etc.
- 2. Operating and maintenance instruction for all Mechanical Equipment when requested by Engineer.
- 3. Names and addresses and phone numbers of all manufacturers and suppliers of said equipment.

415. REPAIR OF EXISTING MATERIAL

Patch and match existing materials as required by work of this contract, as directed. No surfaces shall be unfinished at project completion.

416. DEFECTIVE AND DAMAGED WORK

General Contractor responsible; from whatever cause, refinish at Contractor's expense. Repair work damaged during construction.

417. CUTTING AND PATCHING

All cuts made in completed work shall be patched to the satisfaction of the Engineer. Patching shall match the finish, color, and physical characteristics of the cut material.

Cutting of concrete paving at construction joints and score joints only. Saw cut pavement at score joints.

418. VEHICULAR TRAFFIC CONTROL

No traffic lanes of any street may be closed to traffic unless prior approval is given by the City of Portland Bureau of Traffic.

All vehicular control shall be as directed by the City of Portland Bureau of Traffic.

Contractor shall provide all signing deemed necessary by Engineer to keep private vehicles out of work area.

419. CERTIFICATES OF COMPLIANCE

Manufacturers of all merketable products employed in or on this project shall certify in affidavit form that such products conform to these specification requirements. Failure to submit such certification will constitute grounds for withholding contractor's payment.

Submit product certifications using following form.

Note: Nei her the Local Public Agency nor Engineer will supply forms.

MANUFACTURER'S  
AFFIDAVIT

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss

(Person's Name) \_\_\_\_\_ being first duly sworn, deposes and says:

That he is (partner or officer) of \_\_\_\_\_ (Firm's Name),  
also that he has the authority to make this statement on the behalf of  
\_\_\_\_\_, (Firm Name), the party manufacturing \_\_\_\_\_ Product Name  
\_\_\_\_\_, also known as \_\_\_\_\_ (Model, No. etc.).

He further states that the above-mentioned product does in fact meet or exceed all requirements of (Division #, Section #, Paragraph #) of the Technical Specifications for IRVING PARK Improvements Phase IV, Portland, Oregon

Signature of:

\_\_\_\_\_  
(Officer's signature)

Title \_\_\_\_\_ (Office Held)

For \_\_\_\_\_ (Firm Name)

Of \_\_\_\_\_ (Firm's Address)

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 19\_\_.

My commission expires \_\_\_\_\_, 19\_\_.

#### 420. EXISTING UNDERGROUND UTILITIES

Active underground utilities in the work areas are shown on the drawings from information obtained from the public utility involved. The actual location may vary from that shown. Public Utility companies and city agencies shall be contacted by the Contractor for location of their underground facilities. The Contractor is warned to hand dig when excavation is adjacent to utilities shown.

In the event excavation by the Contractor discloses lines or pipes, or like conditions, not shown on the Drawings, the necessity of the preservation of which must be determined by the Local Public Agency, the Local Public Agency will proceed to promptly make the determination on whether such condition shall be preserved. Pending such determination, the Contractor shall be bound to commence on the performance of some other portion of his contract.

#### 421. PERMITS

The Portland Development Commission will pay for all City of Portland permits necessary for construction of the improvements required in this Contract. Refer to General Conditions, Part I, Section 119, PERMITS AND CODES. The Contractor will be required to apply for and sign all necessary permits.



#### 422. COOPERATION OF CONTRACTOR

The Contractor shall give to the work the constant attention necessary to facilitate the progress thereof and he shall cooperate with the Local Public Agency and its inspectors and with other contractors in every way possible. The Contractor shall have a competent English speaking superintendent on the work at all times who is fully authorized as his agent on the work; such superintendent shall be capable of reading and thoroughly understanding the Drawings and specifications and shall receive and fulfill instructions from the Local Public Agency or its authorized representative.

#### 423. MEASUREMENTS

Before ordering any material or doing any work, the Contractor shall verify all measurements, both horizontal and vertical, at the job site and shall be responsible for the correctness of same. No extra charge or compensation will be allowed on account of difference between actual dimensions and the measurements indicated on the drawings; any difference which may be found shall be submitted to the Engineer for consideration before proceeding with the work.

#### 424. VANDALISM, THEFT

Until acceptance of the work the Contractor shall assume and be responsible for all loss or damage to the work resulting from theft or vandalism, including theft of or damage to materials furnished or installed during performance of the contract, without additional cost to the Local Public Agency.

#### 425. FINAL ACCEPTANCE

Final acceptance will be given after the forty-five (45) day maintenance period for lawn has been completed and the grass is acceptable.



## INDEX

### IRVING PARK IMPROVEMENTS PHASE IV IRVINGTON NEIGHBORHOOD DEVELOPMENT PROJECT

#### 501. SCHEDULE OF DRAWINGS

<u>SHEET NUMBER</u>	<u>SHEET TITLE</u>	<u>SHEET QUANTITY</u>
1	Reference Plan - Notes & Legend	1
2	Plan of Adult Area	1
3	Plan of Bleachers	1
1A - 9A *	Details	9
*(Bound herewith, 8 $\frac{1}{2}$ x 11)		





INDEX  
TECHNICAL SPECIFICATIONS  
IRVING PARK IMPROVEMENTS PHASE IV  
IRVINGTON NEIGHBORHOOD DEVELOPMENT PROJECT

<u>SECTION NO.</u>		<u>PAGE NO.</u>
601	STATEMENT OF WORK	1
602	BASE BID & ALTERNATES	1
603	QUALITY CONTROL	2
604	TEMPORARY FACILITIES	3-4
605	DEMOLITION	5-6
606	EARTHWORK	6
607	EXCAVATION AND GRADING	6-7
608	FILLING	7-8
609	QUALITY ASSURANCE	8
610	SITE DRAINAGE	8-9
611	BITUMINOUS PAVING	10-11
612	'SECTION NO.' NOT USED	12
613	LAWNS	13-16
614	CONCRETE FORMWORK	16-18
615	EXPANSION & CONSTRUCTION JOINTS	18-19
616	CONCRETE REINFORCEMENT	19-20
617	CAST-IN-PLACE CONCRETE	20-25
618	GROUTING	25-26
619	PRECAST CONCRETE	26-28
620	STRUCTURAL STEEL	28-29
621	METAL FABRICATIONS	30-31
622	ROUGH CARPENTRY	31-32
623	FINISH CARPENTRY	33-34
624	WOOD TREATMENT	34-35
625	PAINTING	35-38
626	PLUMBING	39

## TECHNICAL SPECIFICATIONS

### IRVING PARK IMPROVEMENTS PHASE IV. IRVINGTON NEIGHBORHOOD DEVELOPMENT PROJECT

The General Conditions, Parts I, II, III, Special Conditions and Technical Specifications are part of the requirements of this Section as fully as if repeated herein.

#### 601. STATEMENT OF WORK

##### A. Work Included:

Refer to Section 602, Base Bid.

##### B. Sequence of Work

Work sequence may proceed at Contractor's option.

##### C. Work by Others

Concurrently with work of this contract within project site limits. Coordination with an Electrical Contractor in his installation of pathway lighting throughout the park.

#### 602. BASE BID & ALTERNATES

##### A. General

Each bidder shall state in his bid, in spaces provided therefore in the Bid Form:

1. His proposal for performing Work of Base Bid as defined in Paragraph B below.

2. Alternate proposals, stating sums to be added to the Base Bid for adding construction listed in Paragraph C below, if any.

##### B. Base Bid

Include all Work indicated on Drawings and specified, excepting only Work included or excluded in the following Alternate Bids, if any, Paragraph C.

##### C. Alternate Bids

No Alternates.



### 603. QUALITY CONTROL

#### A. General

1. General Conditions:

Refer to Section 118, General Conditions, Part I.

2. General Inspections:

Inspection and test specified herein are in addition to any performed by Building Official as required by Building Code.

3. Costs:

Refer to Section 118, General Conditions, Part I.

4. Liability:

Laboratory service will be provided by Local Public Agency as assurance to itself, and in no way relieves Contractor of his own responsibility for quality material and workmanship required to meet specification requirements.

#### B. Detailed Requirements

1. Cast-In-Place Concrete:

Concrete slump tested as follows:

In accordance with ASTM C 143-66.

Tests prepared from same batch as that employed in preparing strength test specimens.

If measured slump falls outside specified limits retest immediately from another portion of same load. In the event of second failure concrete shall be considered as failing.

Strength test cylinders prepared as follows:

In accordance with ASTM C 31-66.

Prepare at least four test cylinders for each strength of concrete for each 100 cubic yards or less.

Break two cylinders at 7 days of age, and remainder at 28 days.

If any one set of two cylinders does not develop full design strength at 28 days of age, cores may be called for. All coring and evaluation costs borne by Contractor.

## 604. TEMPORARY FACILITIES

### A. Signs

Subject to prior approval of the Engineer as to size, design, type, and location and to local regulations, the Contractor and his sub-contractors may erect temporary signs for purposes of identification and controlling traffic. The Contractor shall furnish, erect and maintain such other signs as may be required by safety regulations or as necessary to safeguard life and property. Place no other signs or advertisements on premises.

### B. Telephone

Provide non-coin box telephone. Install when Work is started, maintain until full completion, pay all charges. Allow all those connected with Work to use, provided they pay for toll calls. Telephone may be located in existing Storage/Utility Building or in field office.

### C. Drinking Water

Drinking water shall be provided from an approved source. Pipe and transport to keep it safe and fresh. Serve from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health regulations.

### D. Temporary Toilets

The Contractor shall furnish, install, and maintain ample sanitary facilities for the workmen. As the need arises, a sufficient number of enclosed temporary toilets shall be conveniently placed as required by the sanitary codes of the State and Local Governments.

### E. Utilities

#### 1. General:

Contractor may connect to existing electrical and water services as required for temporary facilities, as Approved. City of Portland Bureau of Parks will pay water and electrical energy costs. Contractor shall be responsible for cost of temporary connections and removal of such connections. Contractor shall utilize only that water and electricity required to complete the improvements and shall not permit the water and electricity to be wasted unnecessarily.

#### 2. Electricity:

Provide temporary power to Project site at location or locations as required for proper execution of the Work. Meet all code, permit, and regulation requirements.

Provide extension cords, lights, etc., as required to maintain sufficient light for good visibility and adequate power for Work.

F. Barricades, Safety Guards and Warning Devices

The City of Portland will not provide barricades, safety guards, and warning devices for purposes of controlling traffic and pedestrians, consequently, the General Contractor shall provide them at required locations and as required for protection of persons and property in accordance with the General Conditions, Part I.

G. Sheeting, Shoring and Bracing

Sheet, brace and shore sides of excavation as necessary to prevent cave-ins.

Repair slides and cave-ins should they occur.

Persons shall not be permitted to enter excavations unless adequate sheeting, shoring and bracing is in place.

Remove sheeting, shoring, and bracing before or during backfilling operations.

H. Field Offices and Sheds

The Contractor and his sub-Contractors shall maintain such office and storage facilities on the Project Site or adjacent thereto as are necessary for the proper conduct of the Work. These shall be located so as to cause no interference to any Work performed on the site. Location shall be as Approved by the Engineer.

I. Preservation & Protection of Existing Trees, Shrubs, and Lawn

Every effort shall be made to protect all plantings on and adjacent to the Project site with the exception of those noted specifically to be removed. Temporary barricades shall be erected around all shrubbery, lawns, and other planting, and to the dripline of all trees prior to the commencement of demolition or construction and shall not be removed until all portions of the site work potentially injurious to plantings are completed. Trees shall be protected from stockpiling, vehicle driving and parking under the spread of the tree; and all plantings shall be protected from the dumping of refuse or chemically injurious materials or liquids and the continual puddling or running of water. Damage resulting from the Contractor's failure to observe the above precautions shall result in compensation to the injured parties involved in an amount to be determined by the Local Public Agency.

J. Removal of Temporary Facilities

Upon completion of the Improvements, or as directed by the Engineer, the Contractor shall remove all such temporary structures and facilities from the Project Site, same shall become Contractor's property, and leave the site of the Work in a condition required by the Contract.



## 605. DEMOLITION

### A. General

#### 1. Work Included:

All demolition Work indicated on the Drawings, specified, or required for completion of Work under this Contract.

#### 2. Related Work Specified Elsewhere:

See General Conditions, Part I, Section 121.

#### 3. Site Conditions:

Contractor shall determine extent of Work requirements and limitations before proceeding with Work.

Protect existing site improvements to preclude damage during execution. Repair immediately if damaged. Refer to Section 604.

Before starting demolition Work, notify utility agencies; disconnect or arrange for disconnection of utilities (if any), affected by required Work. Keep all active utilities intact and in continuous operation. Keep street drains and sewers open for free drainage at all times.

Provide protection to neighboring property in accordance with requirements of General Conditions.

#### 4. Ownership of Existing Materials:

All materials, equipment, items, and debris involved, occurring or resulting from the demolition, clearing and grubbing work, shall become the property of the Contractor at the place of origin except all serviceable equipment and materials as determined by the Engineer and those items indicated on the Drawings or specified for pickup by the City of Portland Park Bureau.

### B. Execution

#### 1. Workmanship:

Perform Work in accordance with recognized standard and efficient methods. Operators of equipment shall be conscientious and skilled.

#### 2. Demolition and Removal:

Remove from the Project Site all debris, materials, equipment and items found thereon and materials and debris resulting from the Work of demolition except as otherwise indicated.

#### 3. Disposal:

Combustible materials resulting from demolition operations that become the property of the Contractor shall be removed from the Project Site and disposed of in a lawful manner in as short a time as possible. Materials placed on property of private property owners shall be by written permission only.

4. Other Existing Improvements and Items:

Remove as indicated on Drawings or required to complete improvements under this Contract.

5. Storage on Site:

Store material to be picked up by the City of Portland Park Bureau and material to be reinstalled in a secure location.

606. EARTHWORK

A. Site Conditions

1. Contractor shall be responsible for calculations of quantities of cut and fill from existing site grades to finish grades established under this Contract as indicated on the Drawings or specified.

2. Protect active utilities encountered, notify persons or agencies owning same.

3. Carefully maintain bench marks, monuments, and other reference points. If disturbed or destroyed, replace at Contractor's expense.

607. EXCAVATION AND GRADING

A. Lines & Grades

Work shall be in accordance with lines, slopes, and grades indicated on the Drawings or as approved by the Engineer.

Excavate and grade site areas to uniform levels and slopes between grades shown on the Drawings. Excavate for Work indicated in Drawings and specified.

Provide smooth transition when matching existing grades.

Contractor shall accept Project site in its existing condition subject to work required to be performed by others, as of the Contract date, and shall make no extra claim because of any condition that may not have been shown on the Drawings.

B. Protection

Protect persons and property from damage and discomfort caused by dust; water as necessary and when directed to quell dust.

Protect surrounding areas, surfaces, work, trees and shrubs to preclude damage, excessive compaction of adjacent soil and intrusion of materials into adjacent soil during excavation.

Protect base aggregate from intrusion of foreign materials.

C. Dewatering

All excavations shall be dewatered at the time of excavation to facilitate grading and excavation operations and grade checking.

D. Water and Frost

Keep earth under footings, slabs, and paving reasonably dry and free from frost.

E. Shoring

Brace and shore sides of excavations as necessary to prevent cave-ins should they occur. Remove shoring before backfilling.

F. Excess Excavation

Where excavation, through error, is carried to levels lower than those shown on Drawings, fill to proper levels at Contractor's expense.

Fill under footings with concrete of strength required, under concrete or asphalt slabs with compacted gravel.

Earth or gravel fill under footings not permitted.

G. Stockpiles

Stockpiles shall be kept in a neat, well drained workable condition at all times. Stockpiles to be placed in Approved locations.

608. FILLING

A. General

Remove debris and decayable matter from areas requiring filling before proceeding.

Use only crushed rock and sand, or Approved, for fills under slabs.

Make fill as soon as feasible to insure thorough settlement.

B. Compaction of Fills:

Compact fill materials using appropriate equipment and methods at optimum moisture content to a dry density equivalent to at least 95 percent of the maximum dry density obtainable as determined by testing procedures specified in Section 603 under slabs and pavement; 80% in accordance with said standard, or Approved elsewhere.

C. Fills Under Slabs:

Place a 4-inch minimum compacted layer of  $-3/4''+0''$  crushed rock over compacted subgrade.



D. Earth Fills:

Grade areas to uniform levels and slopes between indicated grades as shown on the Drawings.

Place excavated earth fill material in lifts not exceeding 8 inches in depth.

Round surfaces at abrupt changes in level.

Should figures conflict with contours on Drawings, consult Engineer.

Establish rough finish grades in accordance with the lines, slopes, and grades indicated on the Drawings.

609. QUALITY ASSURANCE

A. Testing Agency

Density sampling and testing in accordance with Section 603. The Local Public Agency will obtain density samples and testing by separate contract as may be directed by the Engineer.

B. Allowable Tolerances:

Grading tolerances shall be plus or minus one tenth (1/10) foot, except as noted on Drawings.

C. Workmanship

Perform Work in accordance with recognized standards and efficient methods. Operators of equipment shall be experienced, conscientious and skilled.

D. Environmental Conditions

Grading, excavation and filling operations shall not take place when weather conditions and the moisture content of fill materials will prevent the attainment of specified densities in fills.

610. SITE DRAINAGE

A. General

1. Work Included:

Sub-drainage systems

2. Protection:

Protect existing and new improvements, surrounding areas and surfaces to preclude damage and unnecessary disturbance during execution.

## B. Materials

### 1. Drainage Gravel:

-3/4+1/2 inch, clean washed gravel.

### 2. Drain Tile:

Meet requirements of CS 116-54; perforated for sub-surface drainage, circular perforations 5/16 inch diameter 90 degrees apart and 3 inches o.c., two rows for 4-inch size, four rows for 6-inch size and larger; or concrete drain tile meeting requirements of ASTM C-412 for open joint and ASTM C-14 for tight joint, standard grade.

### 3. Tile Cover:

15 lbs. asphalt saturated felt, 10-inch width for 4-inch tile.

### 4. Transite pipe:

Meet requirements of ASTM C-296, Class 150.

### 5. Soil barrier:

"Poly-Filter", Carthage Mills, Inc., Cincinnati, Ohio,  
"Weed-Chex Nursery and Landscape Mat" (fiberglass), Brighton  
By-Products Co., Inc., New Brighton, Pa., "Filtamatt"  
Architectural Specialty Co., Sonnevile, New Jersey and  
Vancouver, B.C., "Petromat" grey fabric, Phillips Petroleum Co.,  
Bartleville, Oklahoma and Manuf. Rep., Portland, Oregon, or  
Approved.

### 6. Other Materials:

As indicated on Drawings or required.

## C. Installation

Excavate for and install drain pipe as indicated and required.

Lay drain pipe straight on a compacted gravel bed with an even fall, 1/2% minimum slope.

Lay drain tile with 1/4-inch open joints.

Place tile cover over and around top half of concrete tile open joints.

Fill with drainage gravel, to subgrade required to allow for thickness of topsoil or other improvement as indicated on Drawings; 12-inch minimum depth measured from top face of drain tile.

Place soil barrier over drainage gravel lap joints 8 inches.

Provide polyethelene barrier where indicated.

Connect tile to storm sewer system or catch basins as indicated on Drawings. Coordinate closely with mechanical work.

## 611. BITUMINOUS PAVING

### A. General

#### 1. Work Included:

Asphaltic concrete paving at walkways.

#### 2. Related Work Specified Elsewhere:

Rough grading and compaction of subgrade surfaces to elevations required for surfacing specified under this Section: Section 606.

#### 3. Standard Specifications

State of Oregon, Standard Specifications for Highway Construction, 1970 edition.

Bituminous Pavement shall be on compacted subgrade base and in close conformity with the lines, grades and typical sections shown on the Plans and established by the Engineer. The Construction requirements shall be as prescribed in subsection 401.02 through 401.06 of above mentioned Standard Specifications.

#### 4. Certificate of Compliance

Submit certificate from mixing plant stating that paving materials delivered to site meet requirements of these Specifications.

#### 5. Environmental Requirements - Asphaltic Concrete:

Placement of asphaltic concrete when ambient temperature is below 40 degrees F. shall not be permitted.

Placement of asphaltic concrete during rain or other adverse weather conditions shall not be permitted.

Protect surrounding areas, fencing surfaces, improvements, trees and shrubs to preclude damage, excessive compaction of adjacent soil during execution.

### B. Products

#### 1. Base Aggregates:

Class "C" Mix: Meet requirements of Standard Specifications, Sub-Section 403.11 and 403.12 for Class "C" asphaltic concrete mix; 85-100 penetration grade asphalt cement.

#### 2. Emulsified Asphalt:

Grade CSS-1 meeting requirements set forth in Asphalts, Pairing and Liquid, January 1972 edition, published by the Asphalt Institute, Pacific Coast Division.



### 3. Sand:

Plaster sand all passing the No. 10 mesh sieve.

### 4. Other Materials:

As indicated on Drawings, specified, or required to complete the Work.

## F. Inspection

Examine subgrade surfaces scheduled to receive asphaltic concrete paving for conditions that will adversely affect the execution, quality and permanence of Work. Do not start Work until unsatisfactory conditions are corrected.

## G. Installation of Asphaltic Concrete

Meet applicable requirements of Standard Specifications, Subsection 403.31 and 403.32, except as supplemented or modified in this specification Section.

Asphalt paving shall be 2½" thick class "C" mix where placed on existing gravel walks.

Asphalt paving for new walks shall be 4 inches thick class "C" mix placed on undisturbed ground.

Compact asphalt concrete paving to 95% of Relative Maximum Density as determined by AASHO 799.

Self-propelled asphalt paving machine, or Approved. Place entire A.C. surface course at each facility in a continuous operation without interruption.

Surface course shall be properly sloped to drain as indicated on the Drawings, minimum 1/4" per foot.

## H. Soil Sterilant

Soil sterilant shall be applied to all areas which are to receive asphaltic concrete pavement prior to placing asphalt. Soil sterilant to be "Monobor-chlorate (Granular)" as manufactured by U. S. Borax Co., or approved equal, and is to be installed as per manufacturer's instructions.

612. NOT USED

## 613. LAWNS

### A. General

#### 1. Work Included

Replacement of existing lawns eliminated by grading operations and repair of existing lawn damages during construction of improvements; includes soil preparation, finish, grading, seeding, temporary fence, maintenance, installation of sod.

#### 2. Related Work Specified Elsewhere

Topsoil placement; rough finish grading Sections 607 and 608.

#### 3. Planting Time

Prepare soil and seed lawns only during periods which are normal for such work as determined by the season, weather conditions and accepted practice.

#### 4. Grade Conditions

Do not begin work in any lawn area until Engineer has inspected rough finish grades established and gives written approval to proceed.

#### 5. Guarantee

In accordance with the General Conditions

### B. Products

#### 1. Fertilizers

Approved brands conforming to applicable state fertilizer laws.

Dry forms uniform in composition dry and free flowing.

Deliver to the site in original, unopened containers, each bearing manufacturer's guaranteed analysis.

Commercial Mix: Type 'A': 16-16-8-5.

Ammonium Phosphate: 16-20-0



2. Mulch Materials:

Free from noxious weed seed and all foreign material harmful to plant life.

Fir and/or Hemlock sawdust, aged, fine grind, 90% 1/16 to 1/8 size with no particles exceeding 1/2 inch size.

Submit samples for approval.

3. Water:

Suitable for irrigation, free from ingredients harmful to plant life.

4. Grass Seed

Oregon Certified Blue Tag grass seed conforming to applicable state laws. No noxious weed seeds. Submit guaranteed analysis.

Seed Mixture:

<u>Common Name</u>	<u>Weight Proportion</u>	<u>Minimum Purity</u>	<u>Minimum Germination</u>
Pennlawn Creeping Red Fescue	15%	98%	90%
Manhattan Perennial Ryegrass	70%	97%	90%
Merion Kentucky Bluegrass	15%	92%	75%

5. Sod

Conform to applicable state laws. Submit guaranteed analysis.

Sod to be used:

Manhattan Perennial Ryegrass	30%
Merion Bluegrass	70%

C. Execution

1. General

Remove stones, sticks, mortar, concrete, rubbish, debris, and any materials harmful to plant life.

2. Seeded Lawns

Soil preparation and mixture: Thoroughly mix and pulverize the following proportions of materials to minimum depth of 6 inches while in a moist condition, lightly compacted measurements:

4 to 6 inches of existing topsoil  
30 lbs. of commercial mix - type 'A' fertilizer per  
1,000 square feet.

### 3. Seed Bed Preparation:

Immediately prior to sowing seed bring to an even, smooth finish grade. Roll lightly and evenly compact, remove hard, soft, high and low areas. Establish a friable fine textured seed bed.

Finish grades shall be 1/2-inch to 3/4-inch below adjacent walks, header boards and paving.

### 4. Sowing Seed and Mulching:

Sow grass seed mixture evenly with a mechanical spreader at 5 pounds seed to 1,000 square feet of area.

Rake lightly with a wire rake, making shallow furrows. Cover with 1/8" sawdust mulch. Roll with a 200-pound roller.

Method of seeding operation may be varied at option of contractor when approved by Engineer. Contractor is responsible for establishing a thick uniform stand of grass.

### 5. Fertilizing:

Apply ammonium phosphate with a mechanical spreader at application rate of 5 pounds per 1,000 square feet.

### 6. Initial Watering:

Water with a fine spray ample to set the soil, several inches in depth, immediately after seeding and fertilizing.

### 7. Watering Equipment:

Hose and other water equipment required for performance of work furnished by the Contractor.

Use of underground automatic irrigation system will be permitted provided erosion of the seed bed does not occur.

### 8. Clean-up:

Keep premises reasonably free from accumulation of debris.

At completion of each division of work, remove all debris, equipment and surplus materials.

Leave Project Site in a clean and orderly condition.

Protect all improvements from damage.

### 9. Maintenance

Begin maintenance immediately after lawn is seeded.

Protect and maintain by watering, mowing, reseeding, and weeding through the second mowing, or 45 calendar days from the time grass is planted, whichever is longer, establishing a thick, weed-free, uniform stand of grass.

Mow grass at  $1\frac{1}{2}$  inch height when it attains a height of  $2\frac{1}{4}$  inches. Remove grass clippings and dispose of.

Notify Engineer in writing seven (7) calendar days prior to end of maintenance period for each area.

#### 614. CONCRETE FORMWORK

##### A. General

###### 1. Related Work Specified Elsewhere:

Expansion and Construction joints, control joints: Section 615.

Reinforcing: Section 616

Cast-in-place Concrete: Section 617

Pre-cast Concrete: Section 619

Fabricated steel anchors and inserts: Section 622.

###### 2. Building Code:

Requirements of the 1973 Uniform Building Code, if more rigid than those herein, shall govern.

###### 3. Standard Specifications:

Meet the requirements of ACT 347-63 "Recommended Practice for Concrete Formwork" except as modified or supplemented in this Section and where in conflict with other requirements of these Contract Documents. All surfaces exposed to view shall be considered "Architectural Concrete".

###### Allowable Tolerances:

Length or width:  $\pm 1/8$  inch to  $\pm 3/16$  inch in 10 to 20 feet;  $\pm 1/4$  inch in 20 feet or more.

Squareness: up to 5 feet, difference in diagonals =  $1/8$  inch; 5 to 20 feet, difference =  $1/4$  inch; over 20 feet, difference =  $3/8$  inch.

Flatness of exposed face:  $\pm 1/16$  inch in six (6) feet

Flatness of concealed face:  $\pm 1/4$  inch in ten (10) feet.

Thickness:  $\pm 1/8$  inch

Insert location:  $\pm 1/4$  inch (radius).

##### B. Products

###### 1. Form Materials:

Plywood: Thickness as required to support concrete at rate poured. B.B Plyform, Class I., EXT-DFPA.

Lumber: Construction grade or better DF, S4S, unless otherwise indicated; thickness as required to support concrete at rate poured.



Metal: As Approved

Chamfer Strips: Burke, 'CS Type,' Madden #171, or triangular wood strips; or Approved.

Caulking Compound: Horn 'Vulcatex', Sonneborn 'Caulkit'; or Approved.

2. Form Accessories:

Form Ties:

Walls and other surfaces exposed to view: Superior 'A.C.' type with 1-inch breakback, or Approved. All other work: as Approved; wire ties and wood spacers shall not be used.

Standard Manufactured Anchors and Inserts: As indicated on drawings.

Form Coating & Retarders:

Meet requirements of Standard Specifications

C. Execution:

1. Field Measurements

Lay out work, set batterboards, establish elevations, set grade stakes

2. Installation & Removal:

Meet requirements of Standard Specifications.

Meet shape, line and dimension requirements indicated on Drawings.

Properly brace and tie together to insure that position and shape are maintained within the specified allowable tolerances.

Make forms tight to prevent leakage of mortar, as specified or Approved.

Provide access openings as required for cleaning and inspection of forms and reinforcement prior to concrete placement.

Place anchors and inserts accurately. Secure in proper location and alignment.

Provide coring and block-outs in slabs and walls for mechanical and electrical work if any. Sizes and locations as directed by mechanical and electrical trades, or as shown on drawings.

Chamfer all external corners of concrete walls, piers and columns exposed to view one inch except as otherwise indicated.

Fill all joints at abutting form panels with caulking compound of an Approved type, strike flush on face exposed to concrete. Arrange joints as Approved.

Allow all other trades time and facilities to install necessary embedded items.

3. Treatment of Forms:

Keep board forms wet prior to placing concrete; wet thoroughly immediately before concrete placement.

Coat plywood forms with Approved Stainless form oil. Use minimum quantity required for satisfactory form removal.

Coat metal forms with Approved release compound, applied in accordance with manufacturer's directions.

4. Remove forms at a time and in such a manner as to insure complete safety of the structure, minimum deflection, and without damage to concrete surfaces.

Remove form ties 4 days after pour, unless otherwise Approved.

Leave supporting forms and shoring in place until concrete has attained sufficient strength to safely support its own weight plus any imposed loads.

5. Withdraw projecting nails; clean concrete from contact surfaces. Replace with new material when directed by Engineer.

615. EXPANSION & CONSTRUCTION JOINTS

A. General

1. Work Included:

Construction and expansion joints, control joints.

2. Related Work Specified Elsewhere:

Concrete Formwork: Section 614

Steel reinforcement: Section 616

Cast-in-place concrete: Section 617

Sealants: Section 627

B. Materials:

1. Slip Dowelling Materials:

Dowels:

5/8-inch diameter smooth steel bars meeting requirements of ASTM.

Dowel Bar Tubes:

26 gauge steel as manufactured by Burke Concrete Accessories, Inc., or Approved.

Grease:

Heavy axle-grease as Approved.

2. Expansion Joint Filler:

Asphalt impregnated fiber meeting requirements of ASTM D1751, or Approved.

C. Execution

Joints shall be true lines, constructed as detailed. Provide where indicated on Drawings or where Directed.

Joints to be provided between adjacent concrete structures as indicated.

To one end of dowel apply liberal coat of grease and install dowel bar tube.

Provide expansion joint filler.

616 CONCRETE REINFORCEMENT

A. General

1. Extent of Work in this Section:

Provide and place steel reinforcement required for all cast-in-place concrete work.

2. Related Work Specified Elsewhere:

Doweling at expansion and construction joints: Section 615.

3. Shop Drawings:

Follow "Manual of Standard Practice for Detailing Reinforced Concrete Structures: ACI Publication 315. Submit in accordance with General Concitions.



## B. Materials

"UBC Std." refers to Uniform Building Code Standards, 1973 edition.

### 1. Bars:

Intermediate grade, new billet steel, UBC Std. 2607, ASTM A-615 Grade 40. Sizes as indicated on Drawings. Each piece shall be grade-marked, or each shipment accompanied by grade certificate.

### 2. Accessories:

Meet requirements of UBC Standard No. 26-16; obtain Engineer's Approval.

Include all devices necessary for proper placement, spacing, supporting and fastening steel reinforcement in place.

Metal accessories shall be galvanized where legs exposed in finish concrete surfaces.

Accessories may be either concrete, ceramic, steel or plastic.

## C. Execution

Meet applicable requirements of ACI 315 and 318.

Place steel accurately in accordance with Drawings.

Fasten securely in place to prevent displacement before and during pouring of concrete.

Exercise care to be sure that reinforcement is protected by the required thickness of concrete as indicated on approved placing diagrams.

Reinforcing shall not be bent or displaced for the convenience of other trades unless approved by the Engineer.

## 617. CAST-IN-PLACE CONCRETE

### A. General

#### 1. Related Work Specified Elsewhere

Concrete formwork, anchors and inserts: Section 614

Expansion, construction joints; Section 615

Steel reinforcements: Section 615

Precast concrete: Section 619

Fabricated steel anchors and inserts: Section 621

Quality Control: Section 603

#### 2. Building Code

1973 Uniform Building Code, requirements thereof, if more rigid than those herein, shall govern.

### 3. Environmental Requirements:

Place no concrete during freezing weather without written approval of Engineer.

If approval is granted comply with requirements of ACI-306.

Contractor assumes full responsibility, including costs for retesting concrete believed to be frozen. Frozen concrete shall be removed and replaced at Contractor's expense.

Placement of concrete in excessively hot weather, windy or dry condition, shall be in accordance with requirements of ACI-605.

Remove and replace defective work when directed by Engineer, concrete with finishes not matching approved samples, surfaces which show excessive shrinkage cracks and any paving slabs or walks which do not drain properly.

### B. Materials

#### 1. Portland Cement: ASTM C-150, Type 1

Use one brand, type and source only for all exposed concrete throughout the project.

#### 2. Aggregates: Meet requirements of ASTM C-33.

Maximum size  $1\frac{1}{2}$  inch, except as indicated otherwise. Smaller aggregates may be used in slabs less than 4 inches thick and if required by minimum clear spacing between reinforcing bars.

#### 3. Water:

Clean and free from deleterious amounts of acids, alkalis, oils, and organic materials.

#### 4. Concrete Admixtures:

Air-Entraining: Meet requirements of ASTM C-260.

Water Reducing: Meet requirements of ASTM C-494.

#### 5. Other Admixtures as Approved:

Meet requirements of UBC and applicable ASTM specifications.

#### Concrete Curing Materials:

Curing Compound: ASTM C-309; Type 1 resin base with fugitive dye. Grace "Horncrete 30D", Burke "Burke-Res-X"; or Approved.

Protective Paper: Reinforced kraft paper, 'Sisalkraft', Grace "Damproof XX"; or Approved.

#### 6. Concrete Mix

Meet requirements of UBC except as supplemented and modified under this Section.

Job site mixing shall not be permitted.

Contractor shall assume responsibility for mix design and product performance.

Strength:

All concrete shall develop a minimum 28-day laboratory cured compressive cylinder strength of 3,000 PSI, except as otherwise indicated on the Drawings or specified.

Cement Content:

5.5 sacks cement per cu. yd. minimum

Air Entraining Admixture:

Meet requirements of ASTM C-260 to provide amount of 4-5% of concrete volume in all concrete work.

Water Reducing Admixture:

Meet requirements of ASTM C-494.

May be used at Contractor's option.

Other Admixtures:

Meet requirements of applicable UBC and ASTM specifications as Approved.

Slump at Point of Delivery:

Maximum 3 inches, plus or minus  $\frac{1}{2}$ -inch, for all paving and steps.

Maximum 4 inches, plus or minus  $\frac{1}{2}$ -inch for footings and walls, except as otherwise indicated.

Mix Design:

Design mix, batching procedures and quality of materials shall be established in accordance with the requirements of this Section by an independent laboratory, under direction of and certified by a professional Engineer registered in the State of Oregon. File certification with Engineer. Contractor may use existing mix design of supplier provided requirements of this Section are met.

Concrete work shall not be started on the Project, nor any mixture accepted therefor, until the Contractor has determined a proper designed mix from the material he or his supplier has available.

The Contractor shall furnish to such testing laboratory in sufficient quantities, samples of all materials to be used in the concrete mix. The Contractor shall furnish to the Engineer three (3) copies of the laboratory's report of the complete analysis from the samples of the materials and the recommended design. Also included in the report shall be the slump of material tested with the results of compressive strength tests. If at any time the predetermined materials deviate from the approved design, all concrete work by the Contractor shall stop until the Contractor can provide the Engineer with a new Approved mix design. All laboratory cost in determining the concrete mixtures shall be paid by the Contractor.



### C. Execution

Meet requirements of ACI and Building Code except as modified and supplemented in this Section and where in conflict with other requirements of these Contract Documents.

#### 1. Inspection:

Examine forms to receive concrete and the reinforcing steel and wire mesh for:

Defects that will adversely affect the execution and quality of Work.

Deviations beyond allowable tolerances for installation of concrete as indicated in Sections 613, 614, and 615.

Do not start Work until unsatisfactory conditions are corrected.

Notify Engineer and City Building Inspector at least 24 hours before an intended pour. Place no concrete until reinforcement has been inspected and Approved.

#### 2. Preparation:

Thoroughly wet forms before depositing concrete.

#### 3. Installation

Convey concrete from the mixer to the place of final deposit by methods which will prevent separation and loss of material.

Concrete shall be deposited as nearly as possible in its final position to avoid segregation due to rehandling or flowing.

Maximum height of vertical drop without use of trunks, placement parts in sides of formwork, or other approved method is four feet.

Employ mechanical high frequency vibrators supplemented by hand spading to consolidate concrete around reinforcement, into corners and angles of forms to exclude rock pockets, air bubbles, and honey-comb.

Keep vibrators in constant motion; do not allow to remain in one spot longer than 30 seconds.

Transportation of concrete with vibrator not permitted.

Maintain vertical penetration of vibrator into concrete.

Place anchors and inserts accurately. Secure in proper location and alignment.

#### 4. Paving, Slab and Wall Finishes:

Screed for whatever finish, to true lines, levels or slopes as indicated.

Wood Float Finish:

Use smooth wood float, bull, or hand, to establish evenly textured surface finish, free from float marks matching Approved sample.

Surface shall be finished to level or true slopes as indicated on Drawings with tolerance of 1/8-inch in 10 feet.

Tool edges to 1/4 inch radius where indicated.

Provide wood float finish only where indicated on Drawings.

Hair Broom Finish:

Screed and tamp to bring fine particles to surface.

Float to true surface and slopes as indicated with tolerance of 1/8 inch in 10 feet.

Rough surface with medium hair broom; just after initial set matching Approved sample.

Tool edges to 1/4 inch radius where indicated.

Provide control joints as specified under Section 614.

Provide finishes called out on Drawings.

5. Exposed Vertical Finishes:

Smooth Concrete Finish:

Knock fins off smooth, patch imperfections to match adjacent surfaces, bring surface to a smooth texture.

Leave surface clean.

6. Curb Finish:

After concrete has taken its initial set and while it is still green, finish the exposed surfaces by rubbing down high spots and form marks and rubbing the moistened surfaces with a suitable device to provide a uniform, smooth textured surface.

Provide at all surfaces exposed to view except as otherwise indicated.

7. Repairing and Patching of Concrete:

Imperfections may be patched unless Engineer directs that work must be replaced.

Form Tie Holes: No filling required.

Gravel pockets exposing reinforcing shall be patched, grouted to provide "Code" cover.

Repair promptly, upon removal of forms whenever in the Engineer's opinion, it is necessary.

Imperfections shall be carefully pointed with mortar of sand and cement in the proportion which has been employed for the concrete to be patched. Patching shall match adjacent surfaces.

8. Curing Concrete:

Maintain concrete in a moist condition for at least 7 days after placement in accordance with ACI 301.

Walls, Piers and Other Vertical Concrete:

Keep forms continuously wet until removed. After removal treat as follows:

Keep damp with wet burlap.

Coat with specified type curing compound applied in accordance with manufacturer's directions.

9. Protection of Concrete:

Cover concrete for protection where subject to staining or other damage.

Provide specified protective paper where concrete subject to staining or damage from light traffic during construction. Lap joints 3 inches minimum and seal with waterproof cement. Promptly repair damage to protective paper.

Provide plywood sheeting or Approved where concrete is subject to heavy traffic during construction.

Remove at completion of Work and when job conditions no longer require the covering.

10. The Local Public Agency will obtain testing of concrete by separate contract. Refer to Section 603 for testing provisions.

11. Clean all excess concrete, other materials and debris on a weekly basis and remove from Project Site.

618. GROUTING

A. General

1. Work Included: Non-shrink grout

2. Environmental Requirements: In accordance with manufacturer's directions.

B. Products

1. Non-shrink Grout

Kaiser "Chem-comp", or Approved, pre-mixed, non-shrinkage type.



2. Point Mortar Mix

1 part Portland Cement  
2 parts masons sand  
 $\pm \frac{1}{2}$  part water

C Installation

Provide where non-shrink grout or grout is indicated.

Install non-shrink grout in complete accordance with manufacturer's instructions. Final installation shall be thoroughly compacted and free of air pockets.

At locations exposed to view, after grout has reached initial set, rake out exposed edges approximately 1 inch deep and point with pointing mortar mix.

619 PRECAST CONCRETE

A. General

1. Work Included:

Precast Concrete:  
Waste Receptacle  
Checker Table

All other precast concrete Work indicated as required.

Fabricated steel items embedded in precast concrete.

2. Work Included but Specified Elsewhere:

Provide the following items of Work as they relate to Precast Concrete work and meet the requirements of specification Sections, indicated except as supplemented and modified under this Section.

Concrete formwork, lifting inserts: Section 614

Concrete: Section 616

Fabricated steel anchors and inserts: Section 621.

3. Shop Drawings:

Submit in accordance with General Conditions.

Show complete construction details.

Indicate inserts for lifting and anchoring, and other required embedded items.

Manufacturer's printed data or samples may be substituted for small items.

4. Building Code:

Requirements of 1973 Uniform Building Code, if more rigid than those herein shall govern.

5. Samples:

Submit 2 samples not less than 12 x 12 inches showing texture and color of matrix, color and size of aggregate, finishes; resubmit samples until Approved. Obtain Approval before proceeding with precast concrete Work.

6. Allowable Tolerance:

All Work shall be true and level with straight sides and sharp arises in accordance with Drawings and following tolerances:

Warpage: 1/8 inch per six feet length, maximum.

Linear shrinkage: 1/8 inch plus or minus in any dimension.

Squareness: 1/8 inch per 7 feet out of square, maximum.

7. Shipping, Storage, Protection:

Deliver in accordance with Approved construction schedule and in proper setting sequence.

Store and protect in accordance with manufacturer's directions.

Maintain protection with final completion of Project.

B. Products

1. Manufacture of Precast Items

Formwork to meet requirements of Section 613.

Steel form standard with manufacturer may be used as Approved.

Concrete reinforcement to meet requirements of Section 615.

Concrete materials, mix, placement, repair and patching to meet requirements of Section 616.

Anchor and inserts to meet requirements of Section 613.

Fabricated steel items to meet requirements of Section 620.

Concrete finish of checker table to be light sandblast finish.

Employ workmen experienced in this type of Work and use appropriate equipment.

Blast concrete with coarse sharp aggregate removing matrix to a depth of approximately 1/32 to 1/16 inch matching Approved sample.

Perform Work at 28 days of concrete age or as close as possible thereto.

Curing of concrete to meet requirements of Section 616.

C. Installation:

Set items accurately in position, plumb, level and true at locations indicated or directed.

Exercise care to prevent chipping, cracking and other damage. Repair damaged work as approved by Engineer.

Anchor as required by Building Code and Approved Shop Drawings.

Provide tests and inspections in accordance with requirements of Quality Control Manual published by the Pre-stressed Concrete Institute. Submit test reports to Engineer.

620. STRUCTURAL STEEL

A. General

1. Work Included:

Pipe columns at base of Checker Tables and Benches.

2. Related Work Specified Elsewhere:

Reinforcement for precast concrete: Section 616.

Rough hardware for carpentry work: Section 622.

Finish painting of steel work: Section 625.

3. The Drawings show a design with sizes, sections, and the relative locations of the various members. Grades at slab shown on Drawings.

4. Any material or operation specified by reference to the published specifications of The American Society for Testing and Materials (ASTM), The American Welding Society (AWS), or other published standards, shall comply with the requirements of the current specification or standard listed.

5. Shop drawings for all work included in this section shall be prepared by the steel fabricators and five blue prints submitted to the Engineer for approval. Obtain approval of Drawings prior to fabricating any materials or proceeding with the work. Shop drawings shall include all information necessary for the fabrication of the component parts of the structure. They shall indicate size and weight of members, type and location of shop and field connections, the type, size, and extent of all welds, and the welding sequence when required. The welding symbols used on the shop drawings shall be as adopted by the American Welding Society.

Any errors in dimensions shown on shop drawings shall be the responsibility of the Contractor.



B. Products:

1. Structural Steel:

Structural steel shall conform to "Structural Steel", ASTM "Specifications for Welded and Seamless Pipe" A-53, Grade B."

2. Bolts:

"High Strength Steel Bolts for Structural Joints", ASTM A325.

3. Arc Welding:

Arc welding electrodes for manual shielded metal - Arc Welding shall conform to the E60 or E70 series of the "Specifications for Mild Steel Arc Welding Electrodes", ASTM A233, latest edition.

C. Execution

1. Fabrication of Steel:

Welds shall be made only by welders and welding operators who have previously qualified by test prescribed in the Standard Code for Welding in Building Construction of the American Welding Society, to perform the type of work required.

Holes for bolts to be 1/16" larger than the nominal diameter of the bolt.

2. Erection:

The pipe columns shall be placed and maintained true and plumb.

No permanent bolting or welding shall be done until as much of the table and benches as will be stiffened thereby has been properly aligned,

Any paint on surfaces adjacent to joints to be field welded shall be wire brushed to reduce the paint film to a minimum before welding.

The responsibility for touch-up painting and cleaning shall be the responsibility of the Contractor.

D. Inspection:

Material and workmanship at all times shall be subject to the inspection of the Engineer representing the Agency.

Rejection of material and workmanship not conforming to the provisions of this specification may be rejected at any time defects are found during the progress of the Work.

Inspection of welding shall be performed in accordance with the provisions of Section 5 of the American Welding Society.

## 621. METAL FABRICATIONS

### A. General

#### 1. Work Included:

Provided all fabricated work shown on Drawings except as otherwise indicated.

#### 2. Related Work Specified Elsewhere:

Finish Painting of steel: Section 625

#### 3. Shop Drawing:

Submit in accordance with General Conditions.

Show complete fabrication details and installation methods.

#### 4. Alternates

Refer to Section 602 for possible effect on Work of this Section.

### B. Products:

#### 1. Steel and Iron to meet requirements of 1973 Uniform Building Code.

Other materials are to be best commercial quality, suitable for the intended purpose.

#### 2. Fabrication to meet requirement of AISC Manual of Steel Construction, 7th Edition except as modified or supplemented in this Section and where in conflict with other requirements of the Contract Documents.

##### Steel:

Form to accurate sizes and shapes, with sharp lines and angles.

Punch and shear to leave clean surfaces.

Weld or bolt permanent connections; grind exposed welds smooth.

Screws or bolts shall not be used when they can be avoided; when used countersink heads, draw up tight, nick threads to prevent loosening.

Provide holes and connections for work of other trades.

Detail joints and fastenings for ample strength and stiffness, conceal wherever possible. Where exposed to weather, form and secure to exclude water.

### 3. Shop Treatment:

After fabrication and before installation perform the following:

Preparation of surfaces:

Remove rust, scale, grease, and oil by wire brushing and chemical cleaning.

Galvanized metal:

Touch up damaged areas with "Galv-Weld", "Galvicon"; or Approved.

Hot dip galvanized as noted on Plans after fabrication.

No shop painting required.

All other metal:

Provide one heavy coat Approved metal primer.

### C. Installation

Install all items in accurate location, plumb to true lines, as detailed, and required for rigidity and permanence.

Meet requirements of AISC Manual of Steel Construction, 7th Edition, when applicable.

## 622. ROUGH CARPENTRY

### A. General

#### 1. Work Included:

All carpentry and related work indicated and required except that specified in other Sections.

#### 2. Related Work Specified Elsewhere:

Concrete formwork: Section 614.

Painting and staining: Section 625

#### 3. Work Installed but Furnished under Other Sections:

Fabricated Steel Items: Section 621

Millwork: Section 623

4. Grade mark and trade mark of Association having jurisdiction shall appear on each piece of lumber material, or a certificate of inspection shall accompany each shipment.

5. Maximum moisture content of wood requiring wood treatment is 16 percent.

All other lumber material is 19 percent unless otherwise indicated.



6. Requirements of the Uniform Building Code, 1973 edition, if more rigid than those specified in this Section, shall govern.

7. Protect lumber, plywood and millwork from the weather.  
Store all materials in thoroughly dried buildings or sheds.

B. Products

1. Header Board, Bench, and Bleacher Lumber:

Douglas Fir, "No. 1" grade or better, WCLIB Rule 16, S4S, KD to 16% maximum moisture content, all lumber shall be preservative treated in accordance with Pressure Treatment Method No. 1, Section 624 Wood Treatment.

2. Other Materials are as indicated on Drawings or specified elsewhere and required to complete the Work.

C. Workmanship

Employ only skilled craftsmen; do Work to Engineer's satisfaction.  
Carefully lay out, cut, fit, and install carpentry items.  
Use sufficient screws and bolts for rigidity and permanence.  
Install Work to true lines, plumb and level, except as otherwise indicated.

D. Installation

1. Header Board Installation at Steps:

Install header board where indicated and as detailed on Drawings.

Install header boards at grades indicated, or approved, with an even slope.

Anchor securely to prevent displacement.

2. Bollards:

Routed signs as detailed on the Drawings.

All letters as indicated and neatly incised with square corners.

Submit scaled layout drawings for Approval prior to starting Work.

3. Benches and Bleacher Seats:

Exercise all possible care to prevent damage to paint finish on metal bench supports.

## 623. FINISH CARPENTRY

### A. General

#### 1. Work Included:

Furnish all lumber on Drawings as construction grade, No. 1; lumber and spacers for Benches.

#### 2. Related Work Specified Elsewhere:

Installation of millwork specified herein: Section 623.

Preservative treatment: Section 624.

Painting and staining: Section 625.

#### 3. Moisture content not more than 12% when delivered to jobsite.

Furnish moisture content certificate when requested.

Keep finish materials dry after delivery to project.

#### 4. Deliver no millwork to jobsite until structures or other work are in proper condition for installing millwork and arrangements are made to properly store, handle, and protect such work.

#### 5. Verify all dimensions with field measurements before fabrication. Report any major discrepancies between plan and field dimensions to Engineer.

#### 6. Grade mark and trade mark of Association having jurisdiction shall appear on each piece of lumber material, or a certificate of inspection shall accompany each shipment.

### B. Products

#### 1. Finish Lumber:

Lumber indicated Construction Grade, No. 1 on Drawings; and Bench and Bleacher Seat lumber:

Douglas Fir, WCLIB Rule 16, S4S, KD to 16% maximum moisture content.

All lumber shall be preservative treated in accordance with Pressure Treatment No. 1, Section 624, Wood Treatment.

#### 2. Bench Spacers:

Exterior grade masonite or Approved.

### 3. Fabrication of Millwork Items:

Shape wood members as detailed and sand smooth surfaces that will be exposed to view. Relieve edges by hand sanding where exposed to view except as otherwise indicated.

Kerf backs of trim lumber more than 5 inches wide or more than 1-inch nominal thickness except where back is exposed to view.

Assemble all finish materials at mill as far as feasible.

Make joints tight; form to conceal shrinkage as far as possible.

Provide in single lengths unless otherwise indicated or Approved.

Pre-drill for stitch bolts in benches.

### 4. Preservative Treatment:

Bench Lumber including Bench Backs:

Pressure impregnate in accordance with Pressure Treatment Method No. 1, specified in Section 624.

All other Lumber:

Dip Treat in accordance with requirements of Section 624.

C. For Installation of Millwork items refer to Section 622.

## 624. WOOD TREATMENT

### A. General

#### 1. Treating Plant:

Recognized lumber treatment company having adequate facilities for work meeting requirements of AWPA Standards specified.

Authorized by preservative material manufacturer and acceptable to the Engineer.

#### 2. Trademark:

Preservative material manufacturer's label or stamp on each treated piece, or unit of lumber as Approved.

#### 3. Certificate of Compliance:

Furnish affidavit from treating plant, stating that preservative treatment conforms to specifications and moisture content of treated material does not exceed that specified.

#### 4. Moisture Content of Wood:

Maximum indicated or specified under other Sections or on the Drawings.



B. Products

1. Pressure Treatment Method No. 1 (P.T.#1) Material and Method:

Pressure impregnate with water repellant Pentachlorophenol using Hydrocarbon Solvent, Type B (LPG) or Type C (Light Hydrocarbon Solvent with Auxiliary Solvent), in accordance with AWP Standards P8-64, P9-71, C1-71, C2-70, C23-70, and C28-69. Retention shall be 9.50 lbs. per cubic foot for all lumber in contact with ground and 0.40 lbs. per cubic for all other lumber. Meet requirements of Federal Specification TT-W572.

2. Dip Waterproofing Treatment Solution:

'Thompson's Water Seal #101' manufactured by E. A. Thompson Co., Inc; or Approved.

C. Execution

1. Pressure Treatment No. 1 (P.T.#1):

Treat in accordance with paragraph 2. All lumber indicated 'P.T.#1' on Drawings or specified.

Apply two liberal coats of preservative solution in accordance with AWP Standard M4-62 to surfaces cut in fitting at project site or shop.

2. Dip Waterproofing Treatment:

Immerse lumber materials in waterproofing treatment solution in accordance with manufacturer's directions and recommended time periods or as Approved. Penetrating oil stain shall be applied prior to treatment.

Apply two liberal brush coats of same solution to surfaces cut in fitting work at project site or shop.

Treat all lumber indicated 'dip treat' on the Drawings or specified.

625. PAINTING

A. General

1. Related Work Specified Elsewhere:

Shop-applied primer to ferrous metals; Section 621.

2. No finish required on items having complete factory finish, or on non-ferrous metal unless specifically mentioned in painting schedule.

3. Colors are to be selected by Engineer from samples prepared on site by Contractor.

Allow ample time for selections; do not work until colors are Approved.

4. Deliver materials in original containers, manufacturer's labels thereon.

Do not open containers or remove labels until Engineer inspects and Approves.

5. Take extraordinary care to prevent fire.

Open cans of paint and stain only when needed.

Keep rubbing cloths and oily rags in tightly closed metal containers, or remove from site at close of each day's work.

6. Submit duplicate samples of each finish color and sheen. Sample size 12 x 12 inch minimum.

Submit samples on substrate identical to that intended for use on Project.

Obtain Approval before proceeding. Resubmit until Approval is obtained.

#### 7. Maintenance Materials

Furnish one gallon of each type and color of paint and stain in previously unopened containers, for maintenance.

### B. Products

1. Products for each general purpose shall be of the same manufacturer.

Products of different manufacturers shall not be used over one another, except for shop prime coats applied under other Sections of these Specifications.

Products named hereunder required and hereinafter require no further approval.

Submit requests for substitution Approvals in accordance with Instruction to Bidders.

2. The following product numbers are given to establish desired quality, and are not intended to indicate desired color.

Rust Inhibiting Primer: Pittsburgh, 6-202; or Approved.

Exterior Wood Primer: Pittsburgh, 6-9; or Approved.

Exterior Wood Alkyd Gloss Finish: Pittsburgh, 6-25; or Approved.

Penetrating Oil Stain: Semi-transparent, Olympic or Cabot; or Approved.

3. Submit complete and detailed list of materials proposed for use on Work.

Include letter from manufacturer certifying that materials are suitable for intended use.

Obtain Engineer's approval before ordering.

C. Execution

1. Workmanship:

Highest quality, performed by skilled craftsmen to Engineer's satisfaction.

Apply paint and stain in strict accordance with manufacturer's printed directions.

Protect adjacent surfaces.

Spread material evenly, without runs or sags.

Vary colors of successive coats to prevent skipping.

Cut sharp lines against other materials and different colors.

Allow ample time between coats for thorough drying.

2. Mix and thin proprietary colors in strict accordance with manufacturer's printed instructions.

Mix and thin other materials in accordance with standard practice, as Approved.

3. Brush or roll apply all paint. Dip or brush all stain.

4. Do no outside work during damp or freezing weather, or until surfaces have thoroughly dried from effects of such weather.

Do no work when dust or insects are present.

5. Protect adjacent work with drop cloths; clean paint splatters and stains from completed and existing surfaces.

6. All wood materials scheduled for finishing and not treated with preservatives shall be prime coated, including back priming immediately after delivery to job site.



#### D. Preparation of Surfaces

1. Prepare surfaces in proper condition to receive paint. Surfaces to receive stain shall be absolutely clean and dry.

Contractor responsible for defective work from any cause including unsuitable and improperly prepared surfaces.

##### 2. Wood Painting:

Sandpaper smooth, dust off, seal sap and knots.

After prime coat application, fill holes and cracks with putty, plastic wood or plastic filler.

##### 3. Non-Galvanized Metal:

Remove grease, rust scale and dirt; touch up damaged areas in shop coat.

#### E. Painting & Staining Schedule

Work list hereinafter is in addition to shop coats specified in other Sections of these specifications.

Colors as indicated, or selected by Engineer.

Fabricated Metal, Bolts & Washers

##### 1. All Ferrous Metal:

1 brush coat rust inhibiting primer.

2 brush coats exterior/interior alkyd gloss enamel, 5.0 dry mils minimum thickness.

##### General

Spray coats in lieu of brush coats acceptable for shop application.

##### 2. All Wood Construction:

2 brush coats penetrating oil stain. Apply first coat to wood benches prior to fabrication of members. Where dip treatment specified apply stain before treatment.

##### 3. Wood Bollards:

2 brush coats oil penetrating stain except logo. Logo shall receive 1 brush coat Exterior Wood Primer and 2 brush coats Exterior Alkyd Gloss Finish.

626. PLUMBING

B. General

Provide water services to drinking fountain.

Pipe shall be galvanized standard weight steel for 125 pound service meeting ASTM Spec-A-120. Fittings shall be galvanized, banded malleable iron, screwed.

All underground galvanized pipe shall be millcoated with Scotchcote No. 202 hydrozied epoxy resin.

Fittings and joints shall be primed and taped with Scotchwrap No. 51 using half overlap. Priming per 3M recommendations.

Shut off and drain valves. Ball valves: 125 PSI SWP bronze, serviceable without removing from line. Crane "Accesso", Jenkins, Worcester Econ-O-Miser. O.I.C. 711-T.

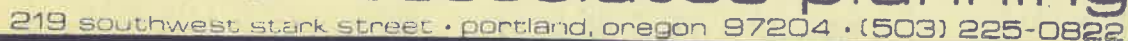
B. Drinking Fountains

Cylinder steel drinking fountains as fabricated by City of Portland Bureau of Parks - provided by and delivered to the site by the Bureau of Parks.

C. Contractor shall install drinking fountains and meet requirements of City of Portland Standard Specifications, latest edition.

4" PRECAST CONCRETE  
TABLE TOP.

1/4" TYP





NOTE:

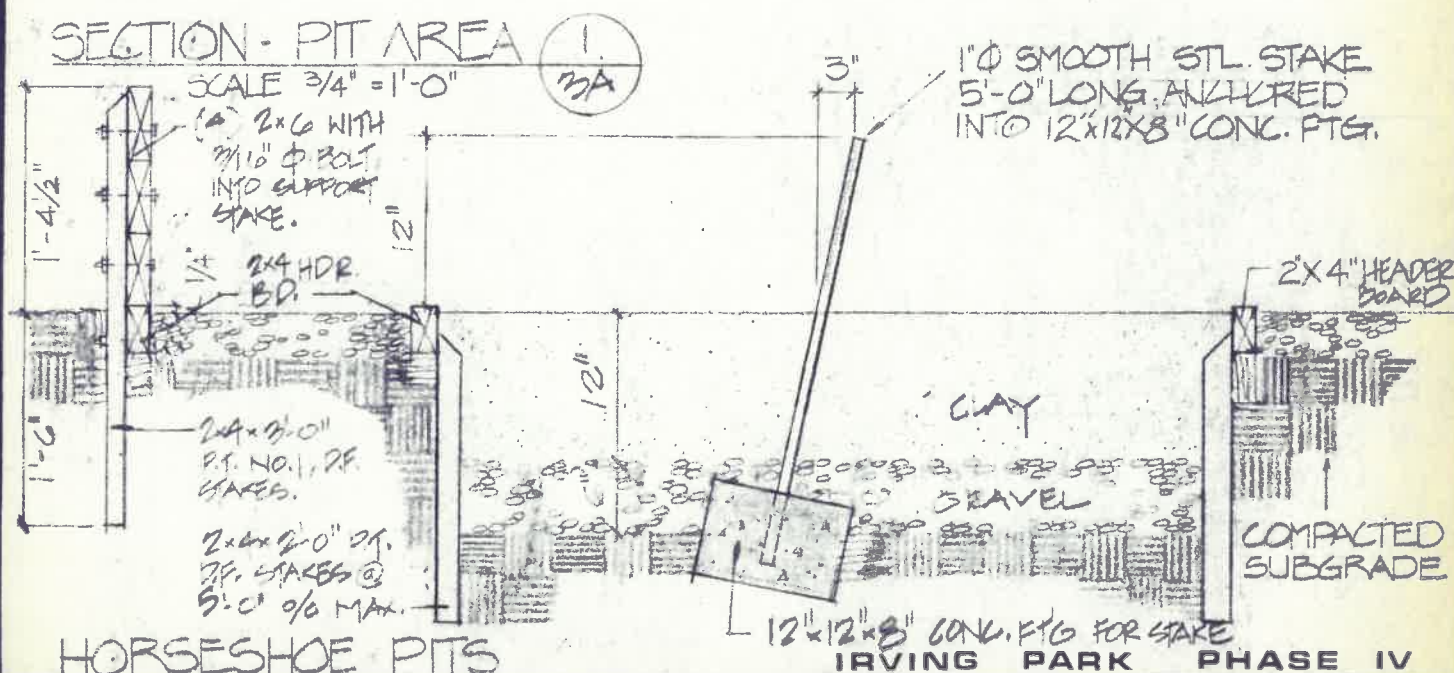


## IRVING PARK

1700 SW FOURTH, PORTLAND, OREGON

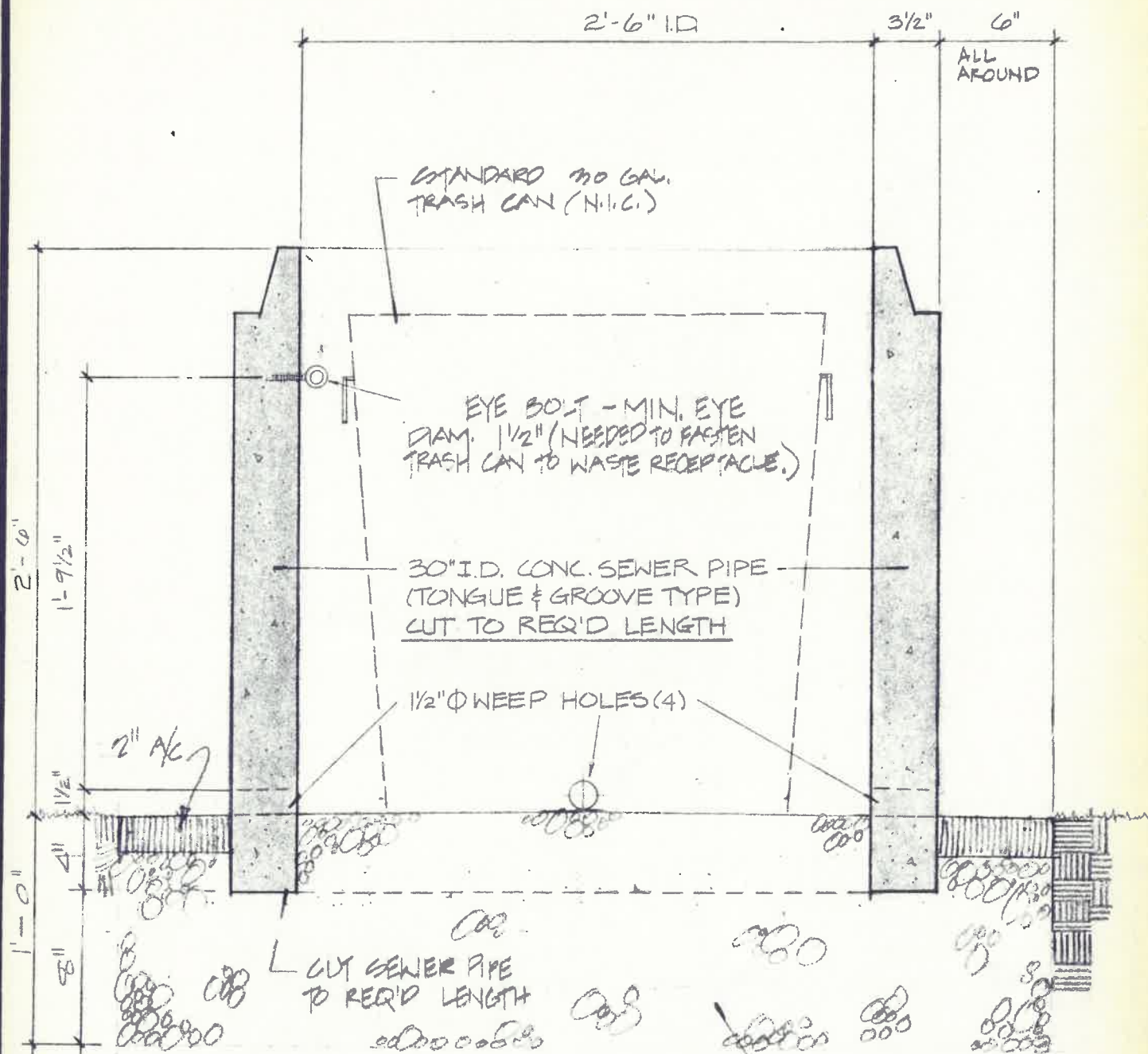
2A

219 southwest stark street • portland, oregon 97204 • (503) 225-0822



3A





1  
4A WASTE RECEPTACLE  
SCALE 1/2" = 1'-0"

IRVING PARK PHASE IV

PORTLAND DEVELOPMENT COMMISSION

1700 SW FOURTH, PORTLAND, OREGON

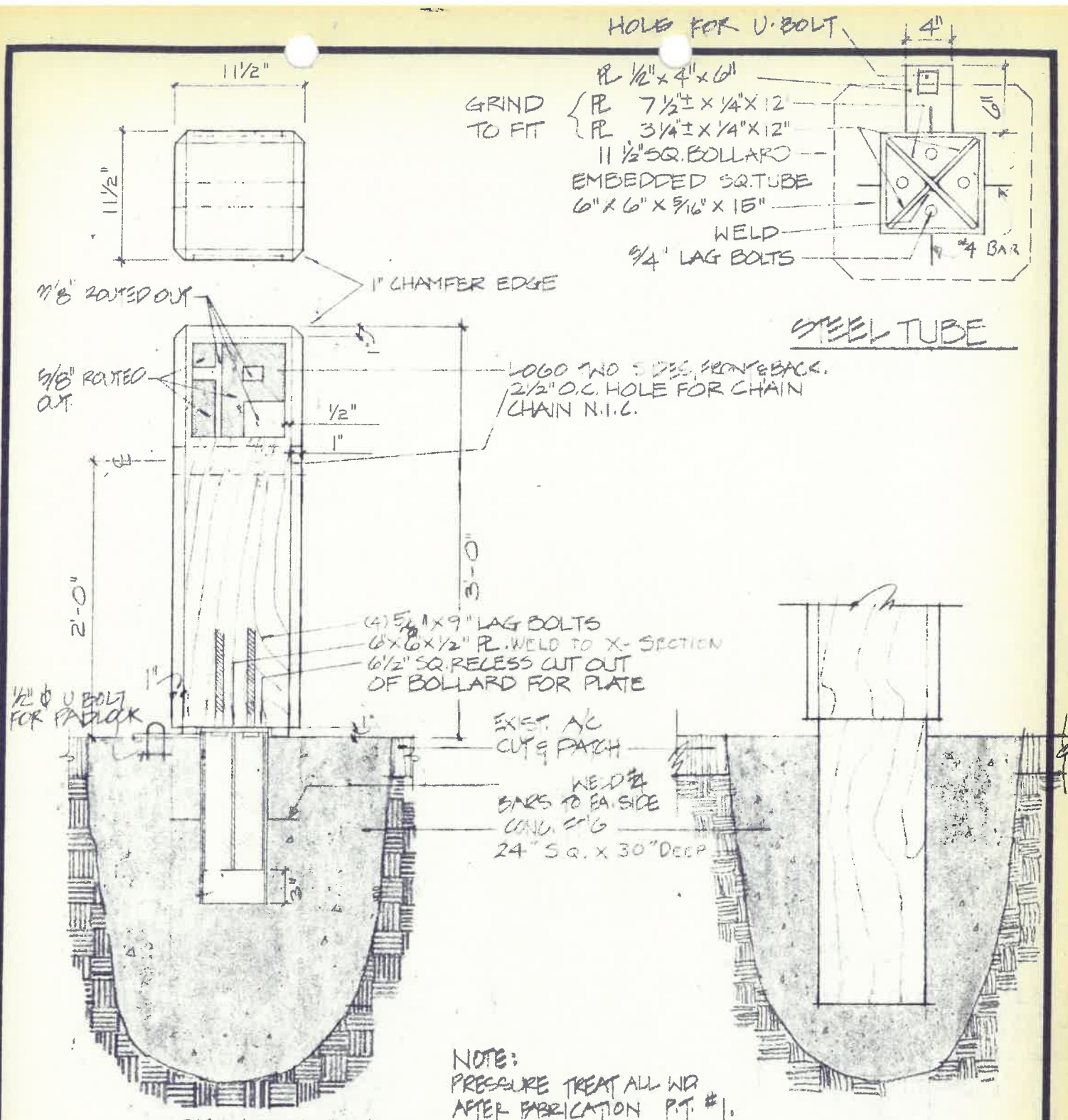
mitchell·associates·planning

219 southwest stark street • portland, oregon 97204 • (503) 225-0822

DRWG  
NO

4A





1  
5A

REMOVABLE  
BOLLARD DETAIL  
SCALE 1" = 1'-0"

2  
5A

STANDARD BOLLARD  
SCALE: 1" = 1'-0"

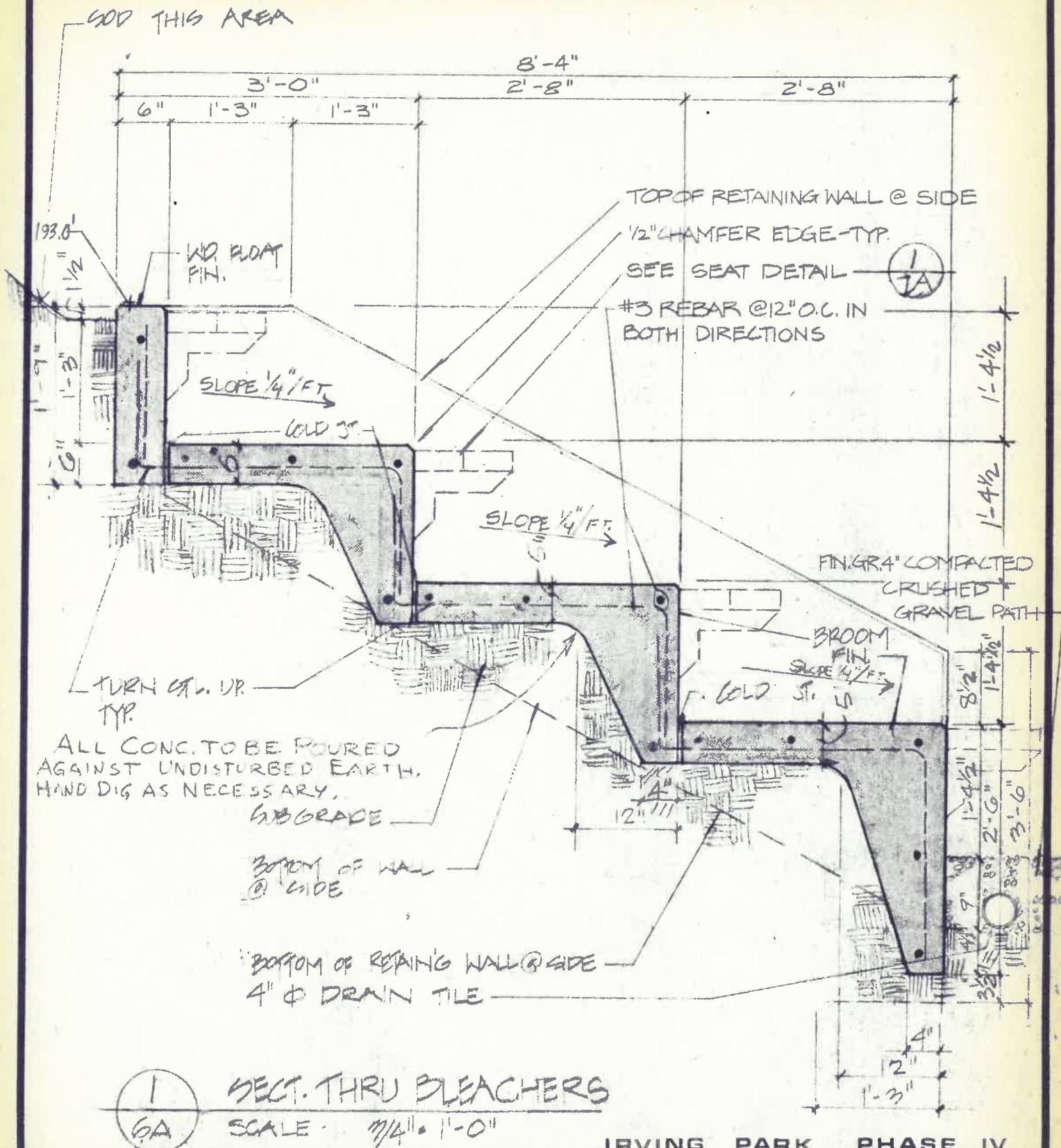
IRVING PARK PHASE IV

PORTLAND DEVELOPMENT COMMISSION  
1700 SW FOURTH, PORTLAND, OREGON

mitchell·associates·planning  
219 southwest stark street · portland, oregon 97204 · (503) 225-0822

DRWG  
NO

5A



PORTLAND DEVELOPMENT COMMISSION

1700 SW FOURTH, PORTLAND, OREGON

DRWG  
NO

6A

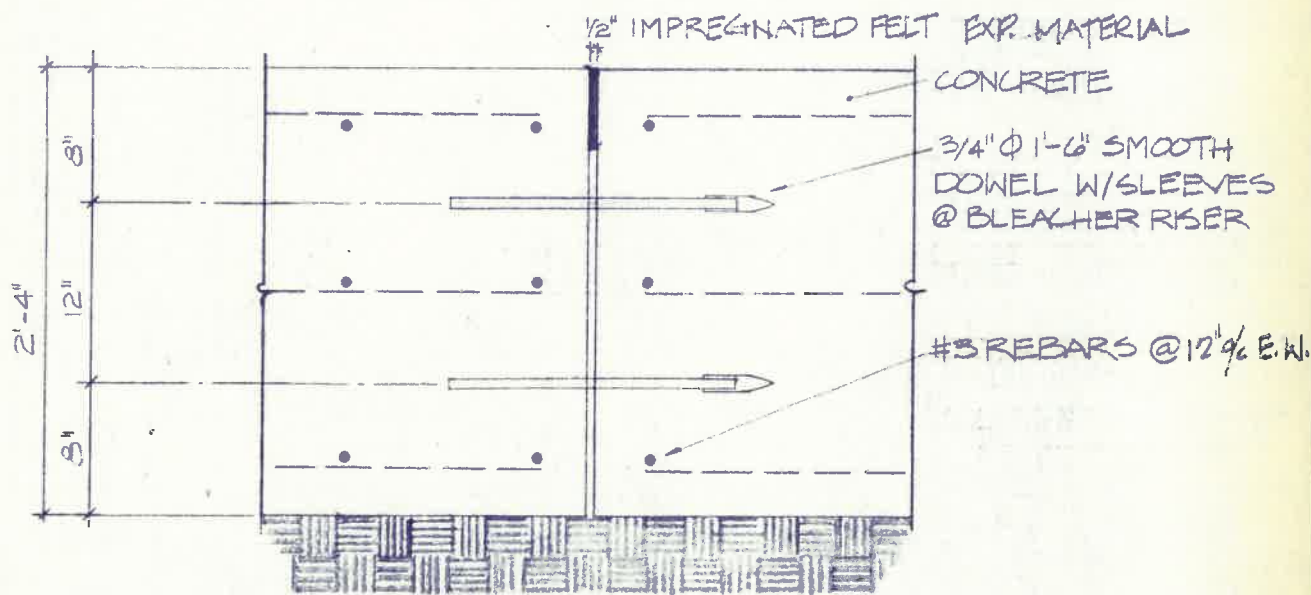
MITCHELL ASSOCIATES PLANNING

219 southwest stark street • portland, oregon 97204 • (503) 225-0822



219 southwest stark street • portland, oregon 97204 • (503) 225-0822





1  
8A

CONSTRUCTION JT. BETWEEN BLEACHER SECTIONS

SCALE 1" = 1'-0"

IRVING PARK PHASE IV

PORTLAND DEVELOPMENT COMMISSION

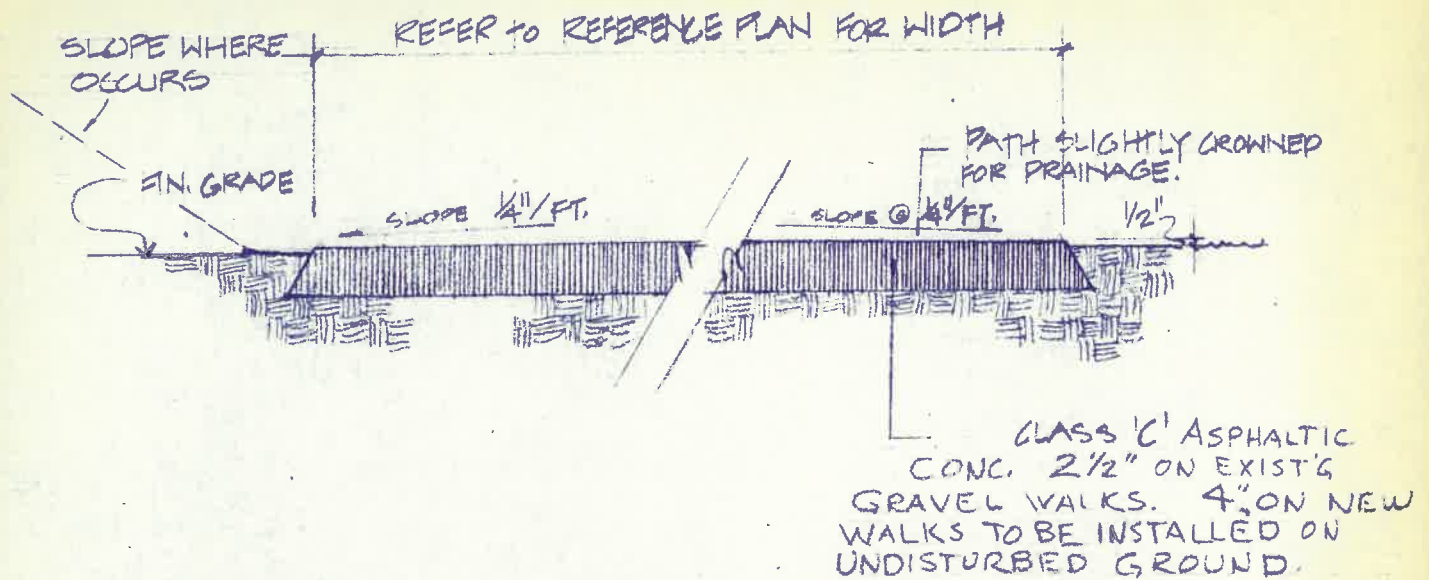
1700 SW FOURTH, PORTLAND, OREGON

MITCHELL ASSOCIATES PLANNING

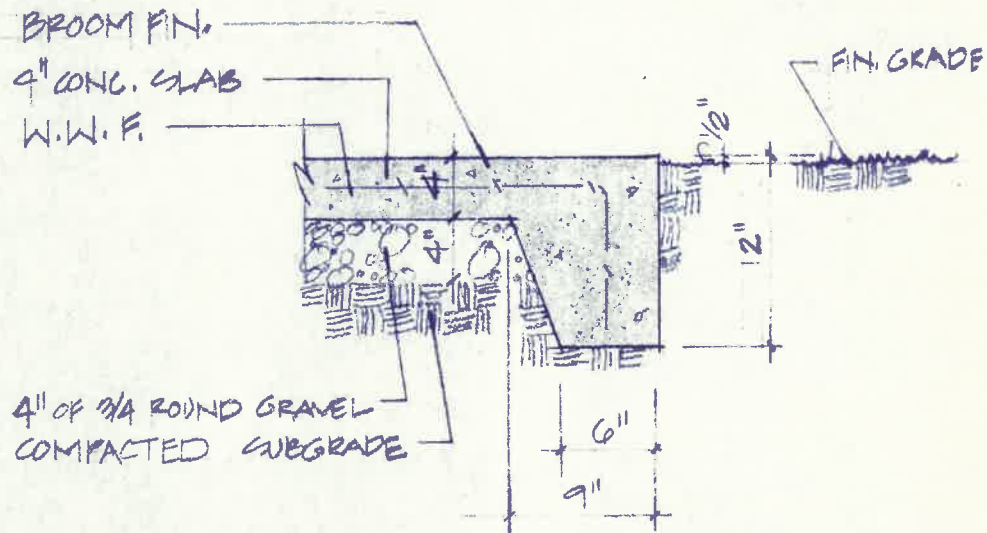
219 SOUTHWEST STARK STREET • PORTLAND, OREGON 97204 • (503) 225-0822

DRWG  
NO

8A



1 SECTION THRU ASPHALT CONC. WALK  
9A SCALE 1" = 1'-0"



2 THICKEN EDGE AROUND CONC. SLAB  
9A SCALE 1" = 1'-0"

IRVING PARK PHASE IV

PORTLAND DEVELOPMENT COMMISSION

1700 SW FOURTH, PORTLAND, OREGON

MITCHELL ASSOCIATES PLANNING

219 Southwest Stark Street • Portland, Oregon 97204 • (503) 225-0822

DRWG  
NO

9A

IRVING PARK STREET LIGHTING

PORTLAND, OREGON

Lloyd E. Anderson  
Public Works Commissioner

CITY OF PORTLAND, OREGON  
BUREAU OF LIGHTING, UTILITY RATES AND USE

September, 1973



PROPOSAL FOR FURNISHING  
STREET LIGHTING INSTALLATION  
DEPARTMENT OF PUBLIC WORKS  
CITY OF PORTLAND, OREGON

1973

The Purchasing Agent  
Room 209, City Hall  
Portland, Oregon 97204

Dear Sir:

The undersigned, having full knowledge of the Specifications, the area involved and conditions of the requirements for the project known as Irving Park Pathway Lighting, hereby propose to furnish all materials, equipment and labor as specified for the installation of said Street Lighting for the total sum of:

(Words)

(Figures)

and to complete the project within 160 calendar days after transmission by the City to Contractor of a copy of the contract signed by all parties.

The undersigned bidder understands that any determination of the lowest responsible bidder and award of contract is subject to review and determination by the City Attorney as to legal sufficiency of any bid submitted.

(If bidder has filed an annual bid bond, please complete the following paragraph.)

The bidder has heretofore filed with the City of Portland an annual bid bond for the calendar year \_\_\_\_\_, covering any and all bids not exceeding the sum of \$ \_\_\_\_\_, and naming the undersigned bidder as principal and the (name of company) \_\_\_\_\_ as surety. Bidder understands and agrees that said annual bid bond is intended as compliance with the terms and conditions of the paragraph next following.

-----

Enclosed herewith is a (Certified Check) (Bidder's Bond) for \$\_\_\_\_\_, the same being at least ten (10) per cent of the amount of the proposal, payable to the order of the City of Portland, Oregon as liquidated damages to be forfeited in case the undersigned should fail or neglect to execute the contract and furnish required performance bond within ten (10) days after receiving said contract from the City Auditor for execution. The bid guarantees will be retained in accordance with the provisions of Section 5.44.030 (Retention of bid guaranty) of the Code of the City of Portland. If the bid bond is submitted in lieu of a certified check, such bond shall be on the form included with these specifications.

The bidder states below whether he is doing business as an individual, a partnership, or as a corporation. If a partnership, all partners are named and the person signing on behalf of the partnership states his position with the partnership. If a corporation, the bidder gives the state of incorporation, whether it is licensed to do business in the State of Oregon, and the position of the person signing on behalf of the corporation.

NAME OF BIDDER \_\_\_\_\_

FORM OF ORGANIZATION \_\_\_\_\_

STATE OF INCORPORATION \_\_\_\_\_

LICENSED TO DO BUSINESS IN OREGON \_\_\_\_\_

ALL PARTNERS \_\_\_\_\_

\_\_\_\_\_  
printed  
\_\_\_\_\_  
\_\_\_\_\_

TITLE \_\_\_\_\_

ADDRESS \_\_\_\_\_

DATE \_\_\_\_\_

## GENERAL AND SPECIAL CONDITIONS

### 1. SCOPE AND LOCATION OF PROJECT

The work shall include the complete installation of pathway lighting as shown on the contract drawings and in the Technical Specifications, including light standards, lamps, controls, luminaires, bases, excavation and backfilling. Restoration of the site and reseeding, electrical wiring and testing, leaving the complete system in proper operation.

The location of the work is in Irving Park, N.E. 7th and N.E. Fremont.

### 2. TIME OF COMPLETION

The Contractor shall complete all of the work including testing on or before 160 calendar days from the date of transmittal by the City Auditor to the Contractor of a copy of this contract signed by all parties hereto.

### 3. INCORPORATION OF STANDARD SPECIFICATIONS

All applicable provisions of the City of Portland Specifications entitled "Specifications Applying to Streets, Sewers, Bridges & Structures" as adopted by the City Council in Section 17.16.010 of the Code of the City of Portland, Oregon and filed in the office of the City Auditor, and all work done and materials used on this project and the legal relations between the parties and the Contractor's requirements shall be set forth in said Standard Specifications, except as specifically modified or deleted by these Special Specifications.



4. BID GUARANTY

Section D, Paragraph 3, "Bid guaranty, of the Standard Specifications applying to Streets, Sewers, Bridges & Structures" dated January 14, 1963, is amended as follows:

"Unless covered by an annual bid bond filed in the office of the City Auditor, all bids must be accompanied by a certified or Cashier's check payable to the order of the City of Portland, or a bidder's bond for the single bid submitted, in amount of at least ten percent (10%) of the amount of the proposal, to be forfeited as liquidated damages in case the bidder shall fail or neglect to furnish a performance bond and insurance, if required, and to execute the contract within ten (10) days after receiving said contract from the City Auditor for execution.

The bid guarantee will be retained in accordance with the provisions of Section 5.44.030 (Retention of Bid Guaranty) of the Code of the City of Portland, Oregon. If the bid bond is submitted in lieu of a certified check, such bond shall be on the form included with the specifications."

5. INSURANCE

Contractor shall agree to maintain such public liability and property damage insurance as will protect the Contractor and the City of Portland from any and all claims for damage or personal injury, including death, which may arise from the operations of Contractor under the contract or in connection therewith, including all operations of subcontractors. Such insurance shall provide coverage for not less than \$100,000 for personal injury to each person, \$500,000 for each accident, and \$500,000 for property damage. Such insurance shall be without prejudice to coverage otherwise

existing, and shall name as additional insureds the City of Portland and all other governmental bodies with jurisdiction in the area involved in the project, their officers and employes, and shall further provide that the policy shall not terminate or be cancelled prior to the completion of the contract without thirty (30) days prior written notice to the Auditor of the City of Portland. Notwithstanding the naming of additional insureds, the said policy shall provide protection for each insured in the same manner as though a separate policy had been issued to each: but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured. A certificate evidencing such insurance together with the proper endorsement shall be filed with the City Auditor and shall be subject to approval of the City Attorney on behalf of the City as to the adequacy of protection to the City.

6. PROGRESS PAYMENTS

City shall pay Contractor the total contract price as follows: Progress estimates of the work performed under this contract will be made by the Director of the Bureau of Lighting, Utility Rates and Use near the end of each calendar month during the term of the contract and estimates will be acted upon by the Commissioner of Public Utilities on or before the 20th day of the following month and warrants issued by the City Auditor for the amount of the estimate less five percent (5%) retainage.

Progress or partial payments by the City shall not be construed by the Contractor as acceptance or approval of the work covered thereby or waiver by the City of any defects therein. The amount of retainage shall be withheld and retained by the City up to thirty (30) days after the project is completed, tested, and finally accepted by the City Council. When the progress estimate indicates that the progress payment would be less than Five Hundred Dollars (\$500.00), no progress payment will be made for that estimate period.

If Contractor shall fail to complete the project hereunder, or any part thereof, within the time limit fixed herein above or any extension thereof by the City Council, no estimates shall be made or progress or other payments be allowed thereafter until the project hereunder, or any portion thereof, shall be finally completed.

AS PROVIDED FOR THEREIN THE CONTRACTOR SHALL, PRIOR TO COMMENCING WORK, PREPARE FOR THE DIRECTOR'S APPROVAL AN ESTIMATED COST SCHEDULE COVERING THE WORK TO BE PERFORMED UNDER THE LUMP SUM BID. EACH ITEM OF THE ESTIMATED COST SCHEDULE SHALL HAVE MATERIALS AND LABOR LISTED SEPARATELY.

Contractor shall agree to execute prior to payment of the retained percentage hereunder a receipt for all amounts paid or payable by the City under this contract and a release and waiver of all claims against the City growing out of or connected with this contract, in form approved by the City Attorney, and to furnish satisfactory evidence that all amounts due for labor, materials and other obligations under this contract have been paid by Contractor and that all actions for injuries to person or damage to property arising out of operations hereunder have been fully and finally settled or are fully covered by insurance protecting the City, its officers and employees as well as Contractor.



7. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be made as noted in Section E, subsection 7 i, of the Standard Specifications.

8. INDUSTRIAL ACCIDENT INSURANCE

The following amendment is hereby made to the Industrial Accident Insurance paragraph of Section E-4-h; "The Contractor and all his sub-contractors engaged on the project shall have the right to provide Workmen's Compensation Coverage by either of the methods permitted under the Oregon Workmen's Compensation Law."

9. WORKMEN'S COMPENSATION COVERAGE

The Contractor and all his subcontractors engaged on the project shall provide Workmen's Compensation coverage for all persons employed on the work to be done under this contract. The Contractor and all his subcontractors shall be required to assure that his subject workmen will receive the compensation for compensable injuries provided in ORS 656.001 to 656.794 either by:

- (1) Contributing to the Industrial Accident Fund as a contributing employer; or
- (2) Qualifying as a direct responsibility employer under ORS 656.405 and 656.409.

in the event the Contractor or any of his subcontractors shall elect to fulfill this responsibility by qualifying as a direct responsibility employer under ORS 656.405 and 656.409, satisfactory proof of such fact shall be required. In the event the certification as a direct responsibility employer is withdrawn, as provided in ORS 656.417, the Contractor or any subcontractor shall thereafter, on the effective date of the withdrawal of certification, become a contributing employer.

10. GURANTY

Neither final payment nor any provision in the contract documents herein shall relieve the Contractor of the responsibility for faulty materials or workmanship; the Contractor shall agree to remedy without cost to City any and all defects due thereto, and to pay for any damage to other work resulting therefrom, which shall appear within a period of one (1) year from the date of final acceptance by the City Council of the project hereunder. Also refer to guaranty on Page 15.

11. APPROVAL AND SUBSTITUTIONS

Requests for approval of a different material or reference in the specifications to any article, device, product, material, fixture, form or type of construction by brand name, make or catalog number shall be interpreted as establishing a standard or quality and shall not be construed as limiting competition. Bidders wishing to obtain approval on brands other than those specified by name shall submit their request for approval to the Director not less than five (5) calendar days before bid opening. Approval by the Director will be given in writing to the requester, as well as noting the approval on the addenda indicating the brand or brands approved as equal. It is not the intent to limit or restrict competition to any one manufacturer, contractor or supplier.

12. ADDENDA TO PLANS OR SPECIFICATIONS

If it should appear to a Bidder that the work to be done, or matters relative thereto are not sufficiently described or explained in the Specifications or that the Specifications are not definite and clear, the Bidder may make written inquiry regarding same to the Director at least five (5) calendar days before bid opening. Then if, in the

opinion of the Director, additional information or interpretation is necessary, such information will be supplied in the form of an addendum which will be delivered to all individuals, firms and corporations who have taken out Specifications and such addendum shall have the same binding effect as though contained in the main body of the Specifications. Oral instructions or information concerning the Specifications or the project given out by City officers, employees or agents to prospective biddings shall not bind the City.

Any addendum or addenda issued by the Director, which may include changes, corrections, additions, interpretations or information, and issued forty-eight (48) hours or more before the scheduled closing time for filing bids, shall be binding upon the bidder and his bid is conclusively presumed to have taken such addendum or addenda into account. City will send copies of such addenda to all contractors who have obtained copies of the Plans and Specifications for the purpose of bidding thereon, but failure of Contractor to receive or obtain such addenda shall not excuse him from compliance therewith if he is awarded the contract.

13. LIQUIDATED DAMAGES

Time shall be considered the essence of the contract. If the Contractor fails to complete the project or to deliver the supplies or to perform the services within the time specified in this contract or any extension thereof by the City Council, the actual damage to the City for the delay will be substantial, but will be difficult or impractical to determine, and, therefore, in lieu thereof the Contractor shall be charged and will pay to the City as fixed, agreed and liquidated damages for each and every calendar day of delay, the sum of \$100. Extension of time will be allowed only

under circumstances set forth in Section E, subsection 2 of the Specifications (General Conditions).

14. LEGAL REQUIREMENTS

The Bidder's attention is called to the requirements of Oregon Revised Statutes Chapter 279 and to the provisions of Chapter 17.16 of the Code of the City of Portland, Ordinance No. 130672, and the Charter of the City of Portland, with reference to public contracts, public purchasing in general and to Contractor's proposals.

15. OREGON PRODUCTS

Contractor must use Oregon produced or manufactured materials with respect to common building materials such as cement, sand, crushed rock, gravel, plaster, etc., in all cases where bid prices of such materials are no greater than those of similar materials produced or manufactured outside of the State, in accordance with ORS 279.038.

When a project involves the use of non-metallic mineral construction material or materials except cement, sand, gravel, crushed rock and plaster, and if said materials are or can be produced in Oregon, the bidder shall submit alternate bids covering use of such Oregon materials and use of materials from outside the State, in accordance with ORS 279.040.

This section shall not apply where such preference constitutes an interference or conflict with Federal statutes or regulations.



16. PREQUALIFICATION OF BIDDERS

Attention of bidders is called to the requirements of Oregon Revised Statutes, Chapter 279, relating to prequalification of bidders on public contracts, and to Chapter 17.20 of the (Bidding Prerequisites) Code of the City of Portland relating to forms, statements and other prequalification matters. Bidders are warned to file any prequalification statement required at least ten (10) days prior to the scheduled closing time for filing bids. In the event a prequalification statement has been filed with the City within the current calendar year and a bidder has been accepted as a qualified bidder upon City projects, a review of the previous statement may be made to determine whether a prospective bidder is qualified to bid upon the work under consideration and additional Statements may be required. The City reserves the right to reject the proposal of any bidder who has not been prequalified for the class of work involved.

17. SEALED BIDS

Bids on the project shall be in sealed envelope with Bid Surety enclosed, endorsed on the outside (Irving Park) and addressed to the Purchasing Agent in Room 209, City Hall, Portland, Oregon on or before the time and day indicated for the bid opening.

K. M. Hammon  
City Purchasing Agent

TECHNICAL SPECIFICATIONS - SECTION 100

101 GENERAL TECHNICAL CONDITIONS

- A. The listing herein of an article or material, operation or method, requires that the Contractor shall provide each item listed of the quality or subject to the qualifications prescribed according to the conditions stated, providing all necessary labor, equipment and incidentals.
- B. All General and Special Conditions issued herewith shall also govern this work.
- C. Bidders shall view the site to determine job conditions, and all other factors affecting the execution of this work as shown on the plans and specified herein. All costs shall be included in the original proposal.
- D. Obvious omissions from the drawings or specifications or differences between drawings and specifications shall be called to the Director's attention at least 5 days prior to bid date for his clarification. Failure to do so shall be construed as the willingness of the Contractor to supply all necessary materials and labor required for the proper completion of this work.
- E. Definitions of terms used herein:
  - Owner - City of Portland, Oregon.
  - Owner's Representative - Director, Bureau of Lighting, Utility Rates and Use.

- F. Time for completion of the entire work under this contract shall not exceed 160 calendar days from the date of transmittal by the City Auditor to the Contractor of a copy of this contract signed by all parties hereto. Refer to Liquidated Damages under General and Special Conditions.
- G. Storage facilities, office space and the like required by the Contractor shall be provided by the Contractor at his own expense. The Contractor shall be fully responsible for all loss or damage resulting from theft or vandalism during the performance of this contract up until the time of acceptance of the work by the Owner.
- H. Electrical energy charges for electrical power used by the Contractor for testing, construction or other uses shall be paid for by the Contractor. At the time of the date of acceptance the Owner will take over the costs of electrical energy for operating the <sup>PARK</sup>~~street~~ lighting system only.
- I. All work related to the electrical services shall be done in cooperation with the Serving Agency and shall be in accord with the established rules and regulations of the Serving Agency. All costs related to this portion of the work shall be included in the initial bid proposal.

#### 102 PERMITS, CODES AND INSPECTIONS

- A. Comply with the Electrical Code of the City of Portland, Oregon, and all applicable safety regulations.
- B. Obtain all necessary permits and inspections required by Code or by governing authorities for this work.

#### 103 CATALOG DATA REQUIRED

- A. The Contractor shall submit a list of materials in 5 copies, showing the type, size, ratings, style, catalog number and manufacturer for each of the following items which he proposes to furnish to assure compliance with these specifications. No variations from the Contractor's list will be permitted except by written consent of the Director, and only for unusual circumstances.
- B. The catalog data shall be submitted in one submittal to the Director within 25 days after award of the contract. Partial lists will not be accepted. Failure to comply with these requirements shall be deemed the Contractor's agreement to furnish the exact materials specified or materials selected by the Director, based on these specifications, without change in the contract amount.
- C. Catalog data shall be in an orderly bound form. Specific items shall be clearly marked and general catalogs will not be accepted. Sheets shall be clean and legible and reproductions such as Thermo-Fax which do not show all details will not be accepted.

#### 104 GENERAL INSTALLATION REQUIREMENTS

- A. The entire installation shall be made in a neat, workmanlike, finished and safe manner.
- B. The work shall be under competent supervision at all times.
- C. Standards shall be plumb.
- D. One hundred fifteen (115) concrete poles with concrete bases and underground wiring to be installed on this contract. The contractor shall have the concrete poles cast using the metal forms supplied by the Bureau of Lighting, Utility Rates & Use (phone 248-4403). Empire Building Materials



Company has cast these poles in the past. (Mr. Herb McCoy - 655-5111). The lighting fixtures, poles, underground wiring and all material and labor to be supplied by the contractor as specified and shown on the drawings to complete this job. Contractor shall furnixh 115 lengths of 1 1/4" galvanized water pipe with no couplings to Empire Building Materials. Each length to be 16' - 3" long and threaded on one end. The 115 concrete poles shall be rated at 5000 PSI at 28 days and steam cured. Concrete pole will weigh 1400 lbs. each.

#### 105 PROTECTION OF THE WORK

- A. All electrical work and equipment installed under this division shall be protected against damage by other trades, by weather conditions or any other causes as a part of this Contract. Equipment found damaged or in other than new condition will be rejected as defective.
- B. New conduit and raceways shall be kept closed during construction to prevent entrance of dirt, moisture, concrete or foreign objects. Existing raceways shall be clean and dry before installation of wire and shall be so at the time of acceptance.
- C. Luminaires shall be left thoroughly clean, lamped and in operation at the time of acceptance.
- D. Wiring shall be made up and insulated promptly after installation of conductors. Wires shall not be pulled in until all bushings are installed and raceway terminations are completed. Wire shall not be left extending out of exposed conduit stubs or incompletd raceways.
- E. Lighting standards shall be carefully protected while handling and erecting. Finishes on the standards and metal components shall be intact and free of scratches, abrasions or other damage at time of final acceptance.

- F. Traffic damage to standards and lighting assemblies shall be the responsibility of the Contractor until the work is accepted by the Owner. Such damaged standards or assemblies shall be replaced except where minor damage may be repaired as approved by the Director.

#### 106 GUARANTEES

- A. "The successful bidder shall correct, without cost to the City any defects arising from faulty materials or workmanship within a period of not less than one (1) year from the date of final acceptance of the equipment furnished hereunder, and, in addition to the warranties stated hereinbefore, the successful bidder shall warrant that any additional warranty available to the public generally from the manufacturer contained in any service policy or on the manufacturer's brochure supplied with his bid on these specifications and applicable to the item furnished hereunder, shall inure to the benefit of the City of Portland, PROVIDED that the maintenance requirements are met."
- B. Lamps and photoelectric controls to be covered in the one year guarantee, including all necessary labor costs for replacement.

#### 107 WIRING METHODS AND MATERIALS

- A. RACEWAYS AND CONDUITS of approved types shall be provided for all electrical systems wiring with raceway sizes based on Code Tables for type "RHW" insulated wire except where clearly specified otherwise.
1. NON-METALLIC RACEWAYS may be used underground where not subject to mechanical injury. Raceways in poured concrete may be rigid PVC Schedule 40 or galvanized metallic conduit. Raceway for burial may be PVC equal to Carlon or semi-flexible polyethylene tubing equal to Portco Class 80. Coupling devices shall be external type which will not reduce the internal diameter of the raceways, made up watertight by solvent fusing, stainless steel clamps or equivalent means approved by the Director. Adapters from non-metallic to metallic or PVC raceways shall be similarly made watertight

and shall be arranged to have a minimum restriction of the raceway internal diameter as approved by the Director.

2. RIGID GALVANIZED CONDUITS may be used for wiring installed underground or in poured concrete construction, or where subject to mechanical injury, with threaded fittings made up tight. Underground conduit threads shall be protected by approved thread tapes or red lead coating before assembly. All metallic conduits to be bushed using grounding bushings where grounding conductors are connected.
  3. Non-metallic raceways shall be installed in trenches free of irregularities, rocks or foreign material, placed on a level bed of clean fill, no rocks, not less than 4 inches deep at all points. A cover of not less than 4 inches of clean fill, no rocks, shall be provided over the top of all non-metallic raceways before any backfilling is placed.
- B. CONDUCTORS shall be copper, all stranded, type USE, installed in raceways throughout, not smaller than #8 A.W.G. or as noted on the drawings. Riser wires in the standards may be No. 12 THW minimum.
1. Grounding conductors shall be green #10 A.W.G. copper conductors or clearly identified by a permanent green banding wherever the conductor is accessible. Service grounding conductors shall be bare.
  2. Neutral conductors shall be white or clearly identified by a permanent white banding wherever the conductor is accessible.
  3. Splices, taps and connections shall be made in accessible locations in junction bases, luminaires and mountings. All splices are to be fully insulated and moisture proof. Electrical connections, except at equipment screw terminals, shall be compression tool applied devices, permanently applied. Stranded conductors shall have terminal lugs applied where made up to terminals under screw heads. There shall

be no burried or concealed splices. Use 3M splice kits or equal.

#### C. GROUNDING

A separate green No. 10 U.S.E. copper conductor shall be run with the type U.S.E. direct burial circuit wires and shall be continuous from the solid neutral bus and common to each fixture and each ground rod driven at each junction box. The contractor shall use cast metal clamps and solderless lugs. The grounding electrode at each junction box is to be a 3/4" x 7' foot galvanized water pipe.

#### 108 SERVICE ASSEMBLIES

A. Service provided by others: Contractor to provide connections on this contract. One 4" conduit has been stubbed out of the new building addition by others for pathway lighting circuits. See detailed drawings for location and breaker sizes. Use Brooks Contrete junction box No. 40 series 12 1/4" x 22 1/4". Cast iron cover to be marked. (Lighting)

Each circuit breaker shall be labeled or numbered and correspond to the circuit directory. Directories shall be typewritten with protecting transparent covers accounting for each breaker installed, including spares.

#### 109 TRENCHING AND BACKFILLING

Contractor shaould inspect the area before bidding and note the number of trees and the number of existing pathways in the park. Rigid galvanized conduit to be used to push under pathways. Tree roots larger than 1" shall not be cut. Because of the new irrigation system, all conduits shall be a minimum of 24 inches unless approved otherwise by the Directors representative. Extreme care to be taken to avoid any damage to existing irrigation system as the contractor must make all repairs at his own expense. The raceways shall have 4" of sand, no rocks, and covered with 4" clean sand and well tamped. These areas to be inspected by the Director's representative before backfilling.



#### 110 RESEEDING

The contractor shall reseed all areas disturbed in this contract with a mixture of 5 pounds Creeping Red Fesue with 1/2 pound of Highland Bent Grass Seed. Seed shall be lightly raked into the soil after inspection and approval by the Directors representative. Upon satisfactory completion of the seeding the responsibility for watering and care reverts to the City Park Bureau.

#### 111 POLE INSTALLATION

All poles to be plumbed straight with a four (4) foot set back from edge of pole base to edge of pathway. All poles to be set according to detailed drawings. See detailed drawings on pole bases.

#### 112 POLE REMOVAL

All existing concrete light poles and bases to be removed from the site at contractors expense. Bases to be hauled to a dump. Poles to be delivered to the Park Bureau storage yard at Delta Park. Contact Leroy Stratton for location. (248-4397)

#### 113 POLE BASES

Bases shall be constructed as shown on the detailed drawing and located in the project by Leroy Stratton, Park Bureau, 248-4397. Bases shall be installed level with surrounding area. Anchor bolts to be supplied by the contractor. All concrete bases shall have a compressive strength of 3000 P.S.I. at the end of 28 days and shall have a smooth finished surface.

#### 114 WIRING AND RACEWAY

All wiring in the underground raceway shall be No. 6 direct burial type U.S.E. stranded copper. The underground raceway shall be 1 1/2" P.V.C. schedule 80 or approved equal. External type couplings shall be used

that will not reduce the inside diameter of the raceway and shall be made up watertight. Rigid Galvanized conduit may be used.

#### 115 JUNCTION BOXES

All poles to have Brooks Concrete junction boxes No. 3 1/2 series 10 1/2" x 17 1/4". Cast iron cover to be marked - LIGHTING.

#### 116 MATERIALS FURNISHED BY CITY OR PORTLAND

115 Ballasts Femco No. CP-250-16

115 Brackets Femco No. CP-B-16

115 Aluminum Fitters I.B.- CP-4403-16

Contractor to furnish 115 - Femco No. CP-F-16 lighting fixtures. See detailed drawings.

Contractor to reimburse the Bureau of Lighting, Utility Rates & Use, City of Portland the amount of \$12,384.35 for material furnished by the City. This amount to be included in the bid price.

The contractor to furnish 115 - 250 watt Mogul Base Mercury Vapor Deluxe white lamps.

#### General

- (a) Contractor agrees to save City free from all loss or damage that may result from the wrongful or unauthorized use of any patented article or process hereunder.
- (b) All statutory, charter and ordinance provisions that are applicable to public contracts in the City of Portland and State of Oregon shall be followed with respect to this contract.
- (c) Contractor hereby agrees that neither this contract nor any interest herein shall be transferred to any other party or parties without the

prior written consent of the City, and, in case of such transfer, City may refuse to carry out this contract with either the transferor or the transferee.

- (d) All rights of action for any breach of this contract by Contractor are reserved to City, and no officer of City nor any person employed in its service is or shall be permitted any share in this contract or any part thereof, or is or shall be entitled to any pecuniary benefit which may arise herefrom.
- (e) Contractor further agrees to make payment promptly as due to all persons supplying labor, materials or services for the prosecution of the work and the delivery of supplies and services provided for herein, and the Contractor shall not permit any lien or claim to be filed or prosecuted against the City for or on account of any labor, materials, or services furnished as aforesaid.
- (f) Contractor hereby agrees that this contract may be cancelled or terminated at the election of the City for any willful failure or refusal on the part of Contractor to perform faithfully this contract according to its terms.

#### 117 FIXTURE PAINTING

Park lighting fixture, FEMCO No. C.P.-F-16 to be painted with the following paint:

Top - inside canopy to be Sherwin-Williams Company Strobe white No. F63-W-Y-13 with Catalyst A-V66-V29.

Fixture - Outside to be Sherwin-Williams Company Static black No. F-63-B-Y-13 with Catalyst A-V66-V29.

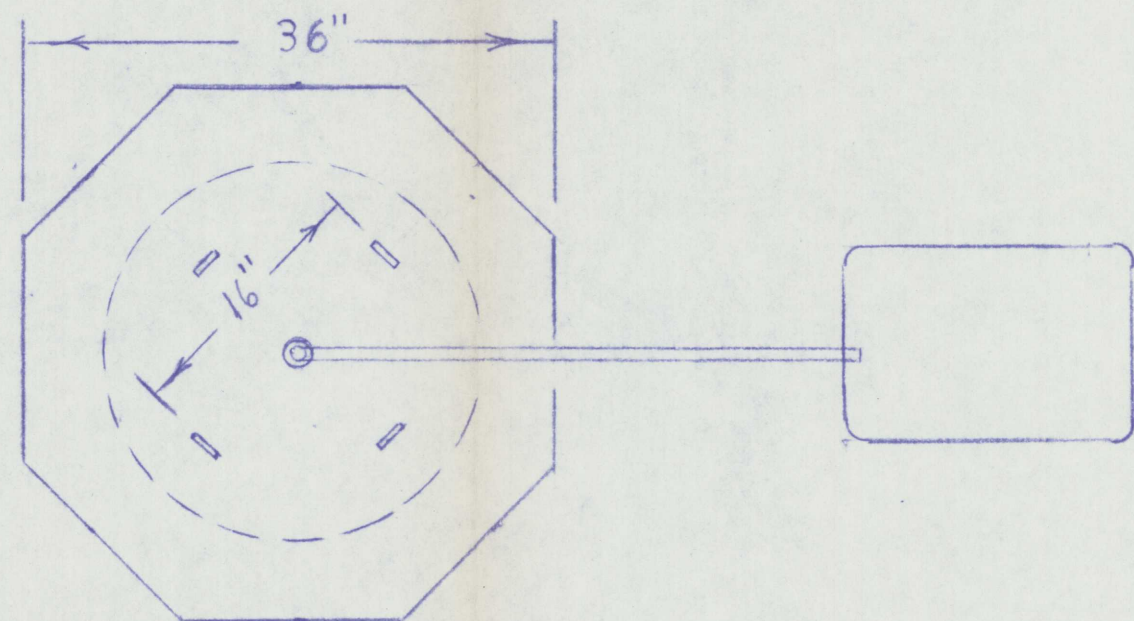
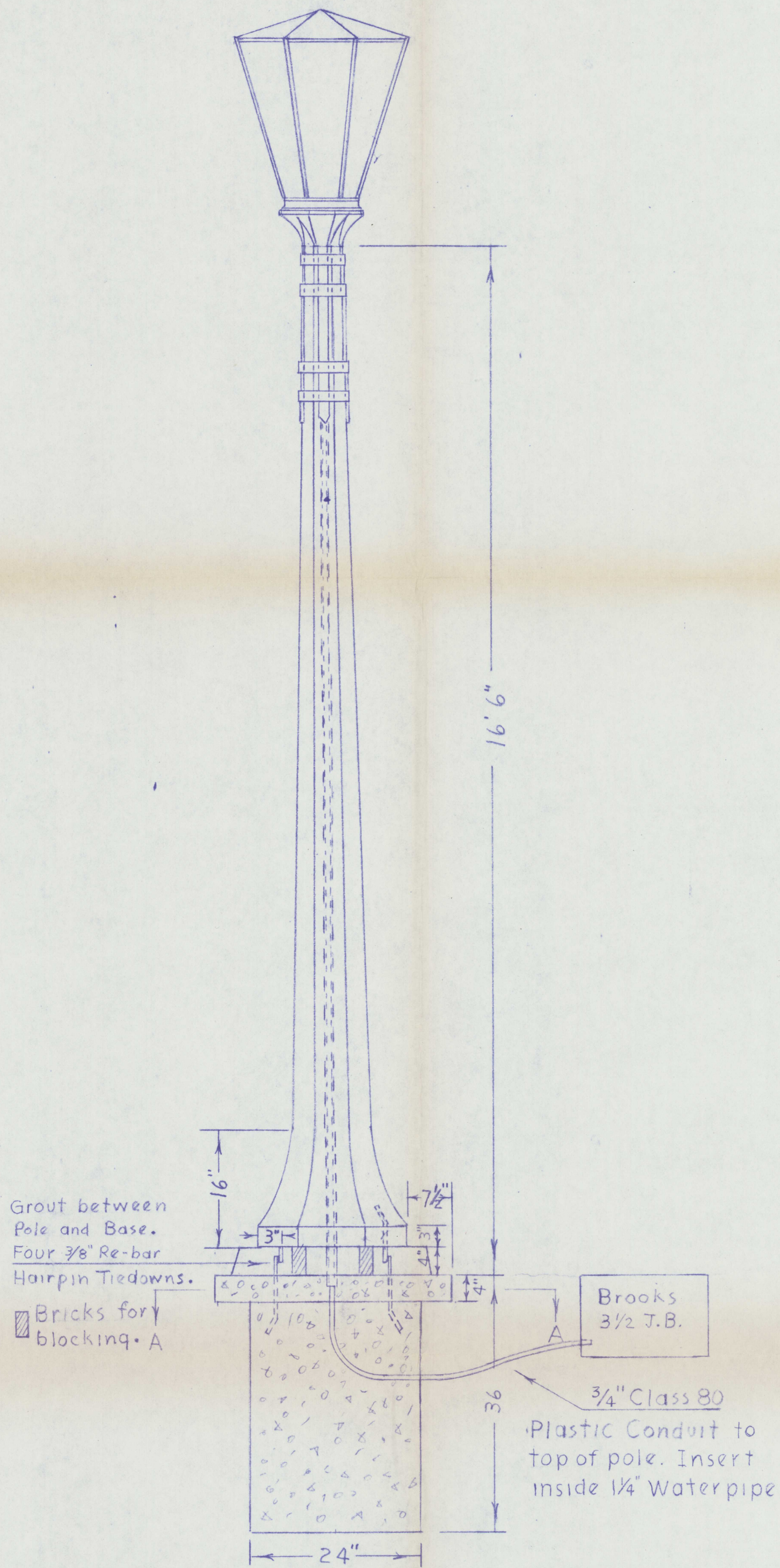
118 POLE PAINTING

- 1 - coat International #3501 Vinux primer white.
- 2 - coats International #3508 Vinux finish white.

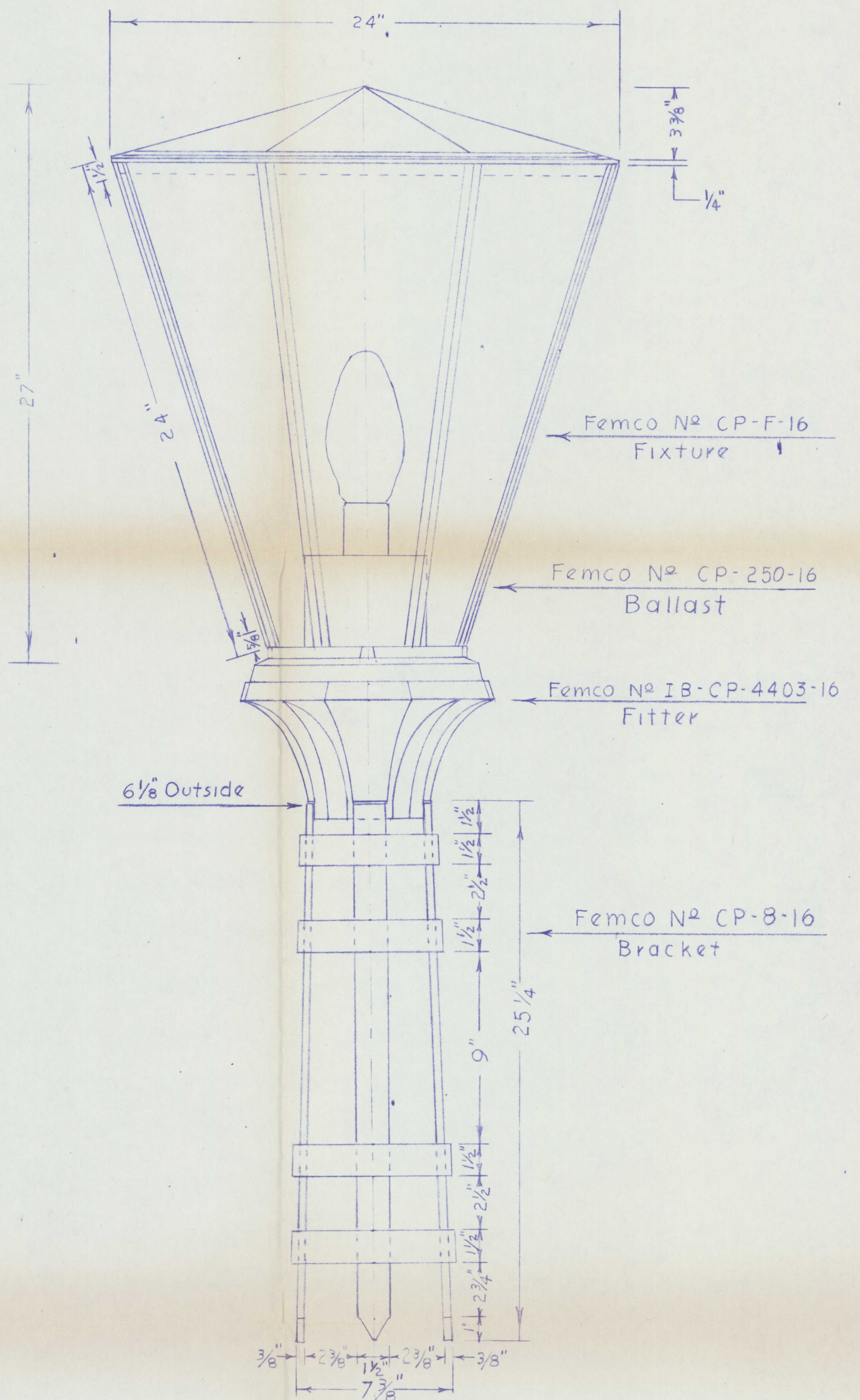
119 SUMMARY

Bidders may contact the Bureau of Lighting, Utility Rates and Use at 248-4406 for additional information regarding this project and are encouraged to visit the site before submitting a bid. All cartage shall be supplied by the Contractor including all of the material furnished by the City of Portland.





Section AA  
Scale 1" = 1'

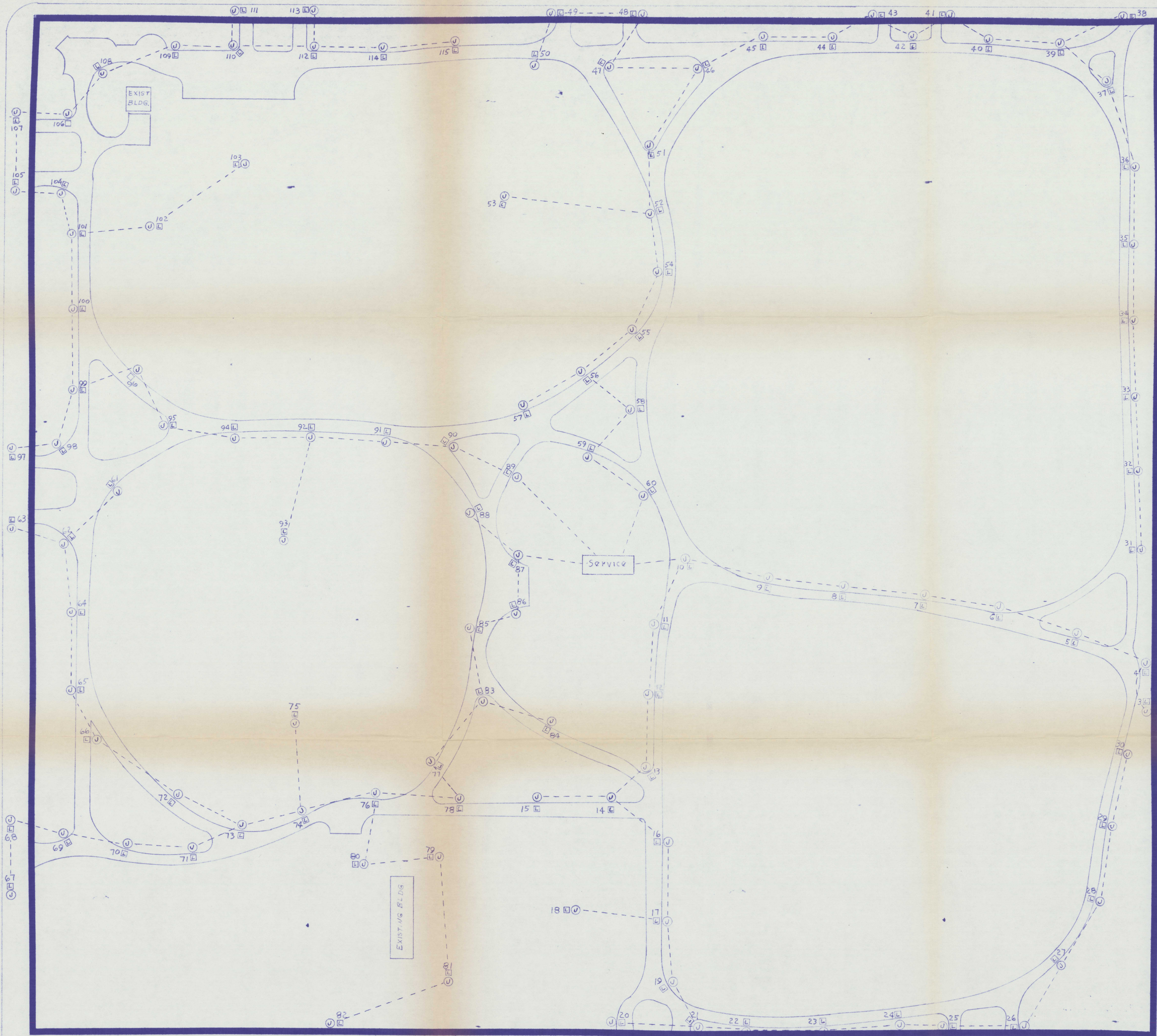


Scale 3" = 1'-0"

CITY OF PORTLAND, OREGON  
BUREAU OF PARKS  
LIGHTING STANDARD  
Scale As Noted June 26 1973

BUREAU OF LIGHTING, UTILITY RATES AND USE			
DEPARTMENT OF PUBLIC UTILITIES			
PORTLAND, OREGON			
CONNIE MCCREARY		COMMISSIONER	
DATE: 6-73	DESIGNED BY: C.K.C.	JOB NO. _____	
SCALE: As noted	DRAWN BY: C.W.G.	SHEET _____ OF _____	
1/4 SEC.	CHECKED BY: C.K.C.		





N.E. 11TH AVE.

BUREAU OF LIGHTING, UTILITY RATES AND USE		
DEPARTMENT OF PUBLIC WORKS		
PORTLAND, OREGON		
LLOYD ANDERSON		COMMISSIONER
DATE: 9-73	DESIGNED BY: CLK	JOB NO. _____
SCALE: 1/4" = 1'	DRAWN BY: CWG	SHEET _____ OF _____
	CHECKED BY: CLK	



QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
840 ft	4 " PVC Pipe	_____	_____
2640 ft	3" PVC Pipe	_____	_____
2560 ft	2 1/2" PVC Pipe	_____	_____
1225 ft	2" PVC Pipe	_____	_____
2455 ft	1 1/2" PVC Pipe	_____	_____
3000 ft	1" PVC Pipe	_____	_____
15 ea	3x3x1 SxSxT Tees, PVC	_____	_____
4 ea	3x2 1/2x2 1/2 SxSxS Tees "	_____	_____
3 ea	3x3x2 1/2 SxSxS Tees "	_____	_____
1 ea	3x3x1 1/2 SxSxS Tees "	_____	_____
2 ea	3x2 1/2x1 1/2 SxSxS Tees "	_____	_____
2 ea	3x3x2 1/2 SxSxT Tees "	_____	_____
1 ea	3x2 1/2x1 SxSxT Tees "	_____	_____
1 ea	2 1/2x1 1/2x2 1/2 SxSxT Tees "	_____	_____
10 ea	2x2 1/2x1 SxSxT Tees "	_____	_____
10 ea	1 1/2x1 1/2x2 1/2 SxSxS Tees "	_____	_____
2 ea	2 1/2x2 1/2x1 1/2 SxSxS Tees "	_____	_____
1 ea	2 1/2x1 1/2x1 1/2 SxSxS Tees "	_____	_____
5 ea	1 1/2x1 1/2x1 SxSxT Tees "	_____	_____
9 ea	2 1/2x2 1/2x1 SxSxT Tees "	_____	_____
3 ea	2 1/2x2x1 SxSxT Tees "	_____	_____
4 ea	1x1x2 SxSxS Tees "	_____	_____
5 ea	1" SxSxS Tees "	_____	_____
5 ea	2x2x1 SxSxT Tees "	_____	_____
4 ea	1x1x1 SxSxT Tees "	_____	_____
4 ea	1 1/2x1x1 SxSxT Tees "	_____	_____
1 ea	2x1 1/2x1 SxSxT Tees "	_____	_____

## IRRIGATION FOR IRVING PARK

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
4 ea	1½" SxSxS Tees, PVC	_____	_____
2 ea	2x1½x1½ SxSxS Tees, PVC	_____	_____
3 ea	1x1x1 SxSxT Tees, PVC	_____	_____
2 ea	2½" SxSxS Tees, PVC	_____	_____
2 ea	3x2½x2½x1½ SxSxSxS Cross, PVC	_____	_____
1 ea	2½x2x2½x1 SxSxSxS Cross, PVC	_____	_____
1 ea	2½x2½x2x1 SxSxSxS Cross, PVC	_____	_____
1 ea	2" SxSxSxS Cross, PVC	_____	_____
1 ea	2½x2½x2x2 SxSxSxS Cross, PVC	_____	_____
2 ea	2x1x1x1 SxSxSxS Cross, PVC	_____	_____
2 ea	2x2x1x1 SxSxSxS Cross, PVC	_____	_____
19 ea	3"x3" SxT Male Adaptors, PVC	_____	_____
4 ea	2½"x2½" SxT Male Adaptors, PVC	_____	_____
45 ea	1½"x1" SxT Adaptors, PVC	_____	_____
55 ea	1"x1" SxT Adaptors, PVC	_____	_____
4 ea	4"x4" SxT Male Adaptors, PVC	_____	_____
1 ea	3" SxS 45° Elbows, PVC	_____	_____
2 ea	2½" SxS 45° Elbows, PVC	_____	_____
2 ea	1½" SxS 45° Elbows, PVC	_____	_____
1 ea	2" SxS 45° Elbows, PVC	_____	_____
1 ea	2" SxS Bushings, PVC	_____	_____
9 ea	3" Gate valve, 1 B Screw end	_____	_____
4 ea	2½" Gate valve, 1 B Screw end	_____	_____
2 ea	4" SxS 90° Ells	_____	_____
2 ea	3" SxS 90° Ells	_____	_____



## IRRIGATION FOR IRVING PARK

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
22 ea	Buckner #8265 9/32"	_____	_____
32 ea	Buckner #1360	_____	_____
16 ea	Buckner #136OR	_____	_____
94 ea	Buckner #114 R Snap valve	_____	_____
4 gal	PVC Cement	_____	_____
4 gal	PVC Cleaner	_____	_____

# IRVING PARIR

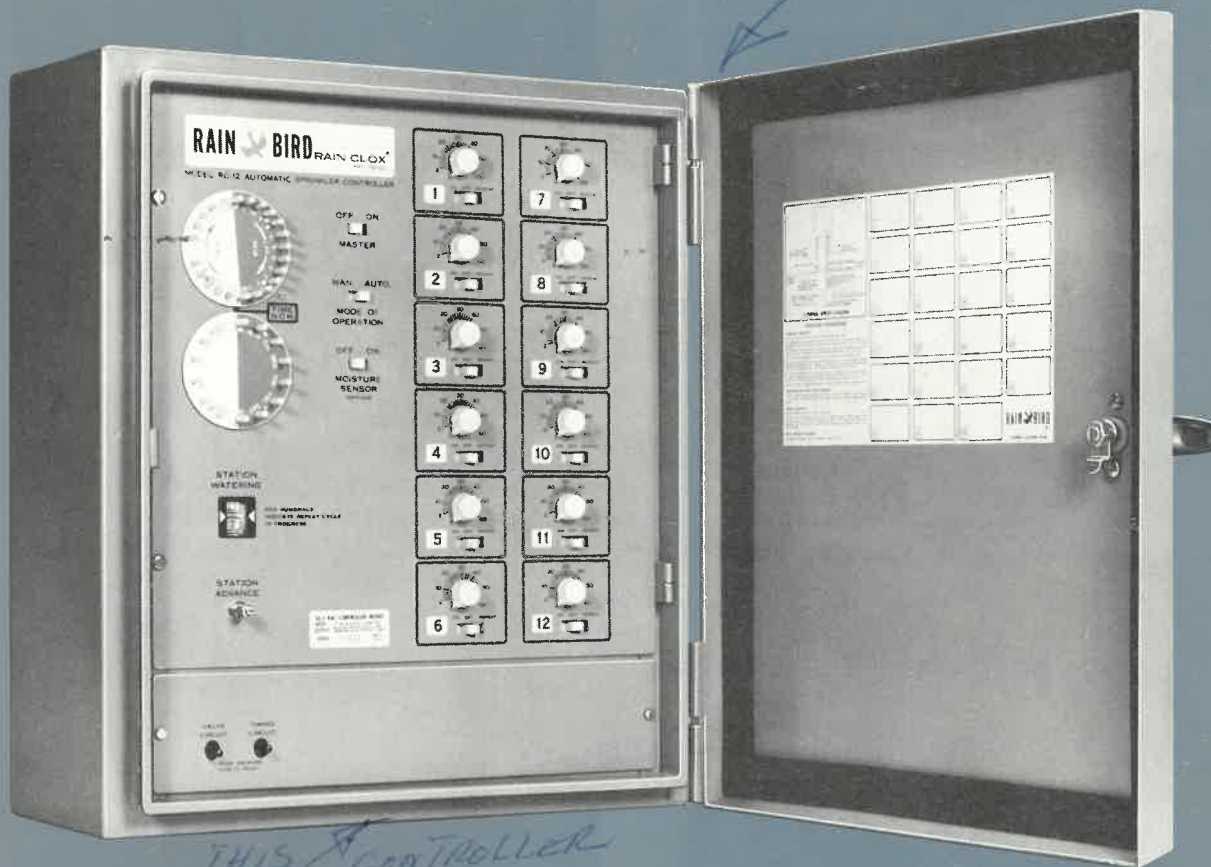
840 ft	PVC	PIPE	4"
2640 ft			3"
2560 ft			2 1/2"
1225 ft			2"
2455 ft			1 1/2"
3000 ft			1"
15		3X3X1 SST	Tees
84		3X2 1/2 X 2 1/2 SSS	"
2		3X2 1/2 X 2 1/2 X 1 1/2 SSSS	CROSS
3		3X3X2 1/2 SSS	Tees
1		3X3X1 1/2 SSS	
2		3X2 1/2 X 1 1/2 SSS	
2		3X3X2 1/2 SST	
10		3" X 3" ST male adaptor	
1		3" <del>SS</del> XS	45° elbow
2		2 1/2" SXS	45° "
2		1 1/2" SXS	45° "
1		3X2 1/2 X 1 SST	Tee
1		2 1/2 X 1 1/2 X 2 1/2 SSS	
10		2 1/2 X 2 1/2 X 1 SST	
10		1 1/2 X 1 1/2 X 2 1/2 SSS	
2		2 1/2 X 2 1/2 X 1 1/2 SSS	
2		2 1/2 X 1 1/2 SS	bushings
1		2" SXS	45° elbow

# TRYING PORK

MS	9	3"	gate valves	1B	Screw end	-
	9	3" X 6"	galv	nipples		-
	9	3 X 3	ST male	adaptors		-
	22	BUCKNER	# 8265	1/2"		-
	32		# 1360	1/32"		-
	16		# 1360R			-
	94	"	# 14K			-
			<del>571</del>	Snap valve		-
	1	PVC	2 1/2 X 1 1/2 X 1 1/2	SSS	tees	-
	5	"	1 1/2 X 1 1/2 X 1	SST	"	-
MS	2		2 1/2 X 6"	galv	nipples	-
	4		2 1/2"	gate valves	1B screw end	-
	4	PVC	2 1/2 X 2 1/2	ST male	adaptors	-
	1	{	2 1/2 X 2 X 2 1/2 X 1	SSSS	CROSS	-
	1	{	2 1/2 X 2 1/2 X 2 X 1	SSSS	"	-
	9	{	2 1/2 X 2 1/2 X 1	SST	tee	-
	3	{	2 1/2 X 2 X 1	SST	"	-
	1		2"	SSSS	CROSS	-
	4		1 X 1 X 2"	SSS	tee	-
	40		1 1/2 X 1	ST	adaptors	-
	5		1"	SSS	tees	-
	55		1 X 1	ST	adaptors	-
	5		2 X 2 X 1	SST	tees	-
	4		1 X 1 X 1	SST	tees	-
	4		1 1/2 X 1 X 1	SST	tees	-
	1		2 X 1 1/2 X 1	SST	tees	-
	4		1 1/2	SSS	tees	-
	2		2 X 1 1/2 X 1 1/2	SSS	"	-
	1		2 1/2 X 2 1/2 X 2 X 2	SSSS	CROSS	-

# RAIN BIRD®/AUTOMATIC CONTROLLERS

Models - RC-12, RC-18 & RC-23



*Designed for use on large turf installations*

## CONTROLLER FEATURES:

*Exclusive Instant Repeat Cycle and Moisture Sensor Switch*

- STATION ADVANCE SWITCH—manually start a cycle or rapidly move to any station desired.
- STATION INDICATOR—shows station in operation.
- DAY SELECTOR DIAL—14 day calendar.
- 24-HOUR CLOCK DIAL—1 hour increment starts.
- "AUTOMATIC" OR "MANUAL" MODE OF OPERATION SWITCH.
- MASTER POWER SWITCH—cuts output of controller, clock continues to operate.
- STATION TIMING DIALS—variable from 2 to 60 minutes.
- LOCKING WEATHERPROOF CABINET.
- STATION "ON-OFF-REPEAT" SWITCH—omit any individual station or schedule to operate in instant repeat cycle as well as during normal irrigation cycle.
- MOISTURE SENSOR SWITCH.
- RESET CIRCUIT BREAKER PROTECTION.

## ADDITIONAL FEATURES:

- MASTER VALVE CIRCUIT.
- PUMP START CIRCUIT—175 volt-amps maximum.
- POWER OUTPUT—26.5 volts, 2.2 amps. "UL" Listed.
- Operate up to 5 Rain Bird 2 watt solenoid valves or 2 Thermal Hydraulic valves per station.
- POWER INPUT requirements—117 volts, 60 cycle A.C.
- Available as wall mount or pedestal mount units.
- Lightning Protection Devices—available for lightning prone areas.

*For wire sizing information, see Pages 76-77.*



# RAIN CLOX® / HYDRAULIC CONTROL MODULES

## Models – HCM-12, HCM-18 & HCM-23



*To be used with Rain Clox® Model RC-12, RC-18 or RC-23 controllers or with Rain Clox® Model SC-12 or SC-18 satellite control units to operate normally open hydraulic control valves. Pedestals must be ordered separately.*

### MODULE FEATURES:

- HYDRAULIC CONTROL MODULE MOUNTING BRACKET — mounts directly into standard turf pedestal.
- THREE-WAY SOLENOID — mounted between two common brass headers for operation of individual hydraulic remote control valves.
- INDIVIDUAL VALVE HYDRAULIC CONTROL TUBE CONNECTION.
- INLET CONTROL WATER STRAINER.
- CONTROL WATER INLET CONNECTION.
- EXHAUST PORT CONNECTION.
- STANDARD TURF CONTROLLER PEDESTAL.

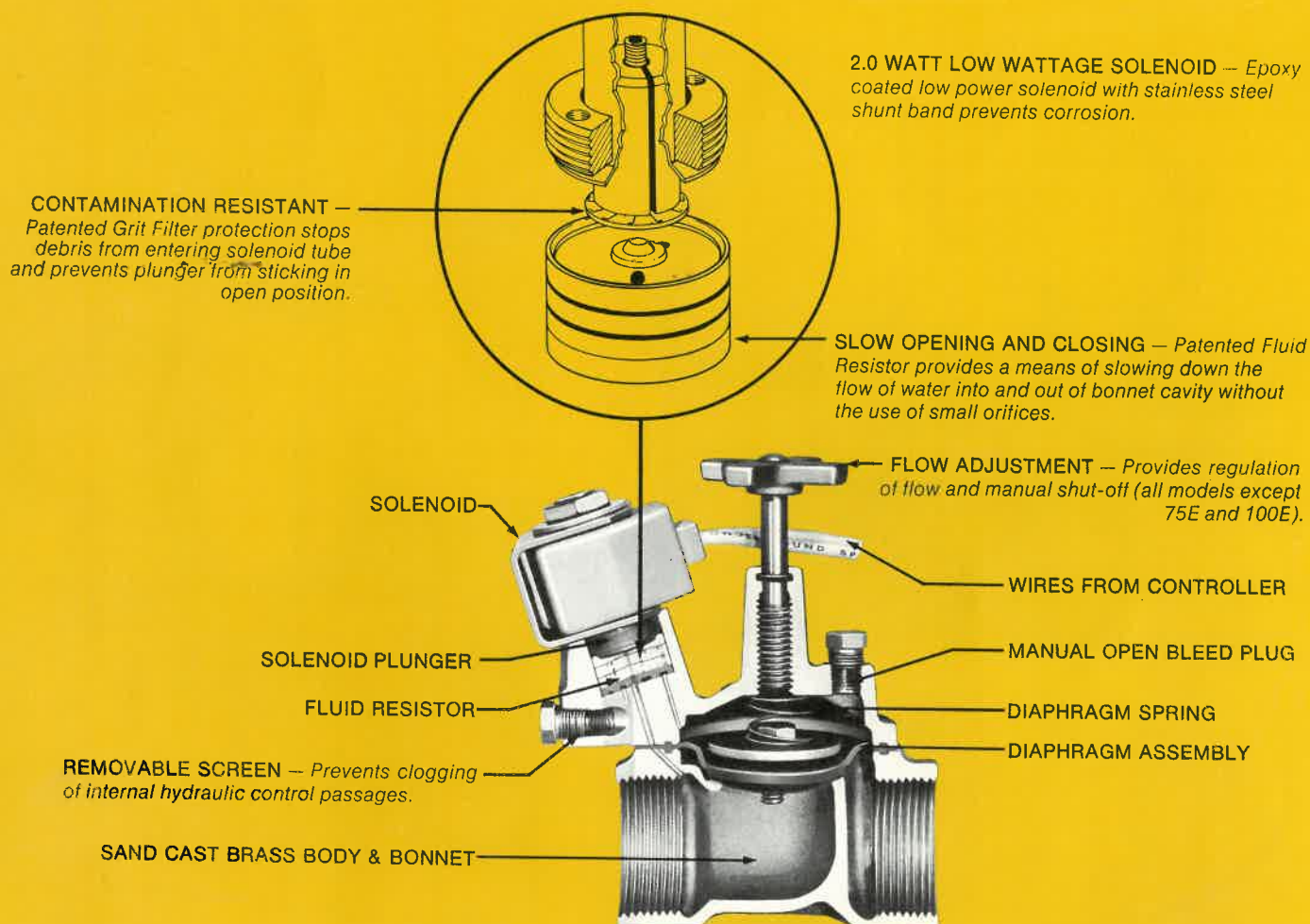
HCM-12



### SPECIAL FEATURES:

- Three-way electric solenoid actuators. Eliminates moving rotary valve parts, which have high wear and are subject to leakage.
- Three-way solenoids are actuated by valve output of normal controller.
- All major components are of brass and stainless steel construction.
- Wiring harness connects hydraulic module to controller valve output wires.
- Entire assembly is easily removable from the pedestal for ease of maintenance.

# E SERIES ELECTRIC REMOTE CONTROL VALVES



## ADDITIONAL FEATURES

- Pressure rated at 200 P.S.I.
- Normally closed — "Fail Safe."
- Internal parts easily accessible for service while installed in line.
- Maximum operating water temperature is 200°F.

Plunger is spring-loaded to allow installation in horizontal or vertical position. Direct burial underground irrigation control cable lead wires. Low power 2 watt, 24 volt, 60 cycle solenoid coil. BSP threads available for 100 EF, 125 EF, 150 EF, and 200 EF valves.

On special order the following coils are also available on E and EF Series Valves. Specify complete data when ordering.

### Special Coils Available

6 Volt DC

12 Volt DC

24 Volt DC

120 Volt AC 60 Cycle/110 Volt AC 50 Cycle

240 Volt AC 60 Cycle/220 Volt AC 50 Cycle

480 Volt AC 60 Cycle/440 Volt AC 50 Cycle

**Note:** All Coils of higher voltage than 24 volts are furnished with conduit connection cover.

*Exclusive features to provide slow-opening and closing and contamination resistance.*

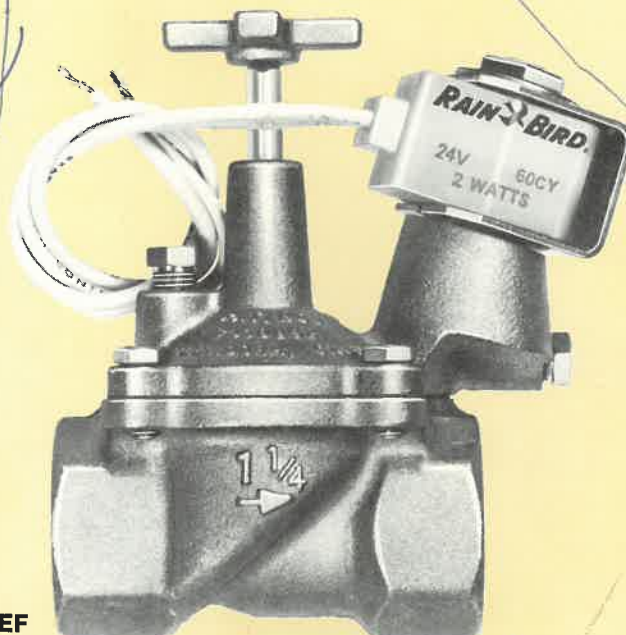
*Avoid damaging surge pressures in the sprinkler system and eliminate problems of valve malfunction due to dirt or foreign particles in the water.*

## E SERIES ELECTRIC REMOTE CONTROL VALVES con't.

MODEL 75E



MODEL 125EF



### ELECTRIC SOLENOID VALVE

**PRINCIPLES OF OPERATION:** When power from the Rain Bird automatic controller is on, the solenoid plunger retracts and allows water to flow out of the bonnet cavity faster than water is allowed to flow through the small passage and strainer assembly into the bonnet. The water pressure on the bottom of the diaphragm then exceeds that above the diaphragm and the diaphragm then lifts off the valve seat, allowing water to flow to the sprinklers. When the controller cuts off power to the solenoid, the spring loaded solenoid plunger seats and the water pressure, aided by the diaphragm spring, reseats the diaphragm. The water flowing into and out of the bonnet cavity passes through the fluid resistor, a series of fluidic channels designed to resist the flow of water, thereby slowing the flow of water which allows the diaphragm to open and close slowly.

**DIMENSIONS AND WEIGHTS OF "E" SERIES  
ELECTRIC VALVES**

Model	Size	Weight	Overall Length	Overall Height
75E/75EF	3/4"	1 lb. 13 oz.	3 1/16"	4 3/8"
100E/100EF	1"	2 lbs.	3 3/4"	4 1/2"
125EF	1 1/4"	2 lbs. 15 oz.	4 7/8"	5 1/2"
150EF	1 1/2"	4 lbs. 3 oz.	5"	6"
200EF	2"	6 lbs. 10 oz.	6"	6 1/8"

**VALVE PRESSURE LOSSES**

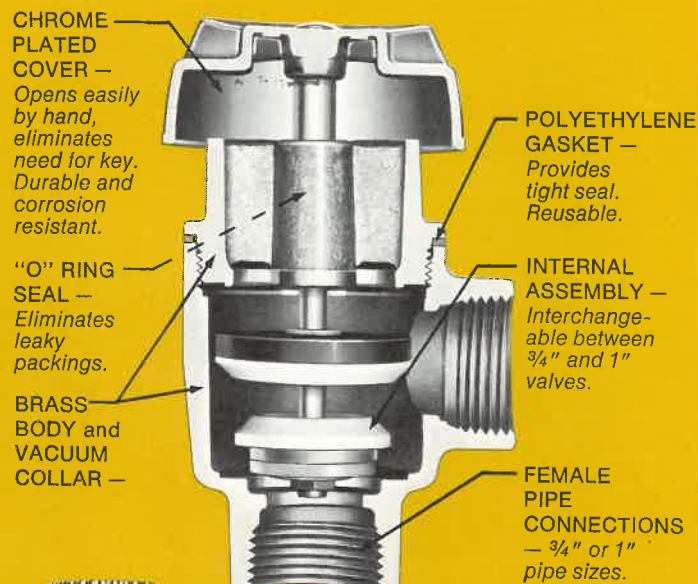
Model	Size	Pressure Loss (P.S.I.) at Stated Discharge (G.P.M.)														
		5	10	15	20	30	40	50	60	80	100	120	140	160	180	200
75E/75EF	¾"	3.0	3.5	4.0	5.0	9.0	—	—	—	—	—	—	—	—	—	—
100E/100EF	1"	3.0	3.5	4.0	5.0	9.0	13.0	—	—	—	—	—	—	—	—	—
125EF	1¼"	—	—	—	5.0	5.8	6.7	7.8	9.7	16.1	—	—	—	—	—	—
150EF	1½"	—	—	—	2.7	2.9	3.2	3.7	4.5	8.0	12.9	18.1	24.0	—	—	—
200EF	2"	—	—	—	1.5	1.6	1.8	2.0	2.3	3.1	4.4	6.2	8.5	11.0	14.0	16.8



## VACUUM BREAKER CONTROL VALVES

Models ASV-075 & ASV-100

A Combination Atmospheric Vacuum Breaker  
& Sprinkler Control Valve



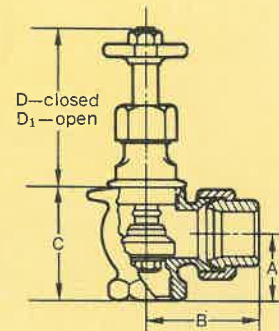
- All-new design, lightweight and compact.
- Proven reliability with smooth opening and closing operation.
- Meets all major plumbing codes (L.A. Labs, I.A.M.P.C.O., Southern Building Code Congress, City of Detroit, etc.).
- Low pressure loss.
- Interchangeable parts between 3/4" and 1" models.

Pressure Loss

Model	Size	Pressure loss (p.s.i.) at Stated Discharge (g.p.m.)							
		5	10	15	20	25	30	35	40
ASV-075	3/4"	0.3	1.5	2.8	4.8	7.4	10.2	13.8	17.5
ASV-100	1"	0.3	1.5	2.8	4.8	7.4	10.2	13.8	17.5

## MANUAL ANGLE CONTROL VALVES

Sizes 3/4" through 3" — all brass construction



### 3/4" & 1" SIZES:

**UNIONS** — Ground joint type with ridged surface for pipe wrench.

**GREATER WATER PASSAGE** — Less pressure loss.

**STAR HANDLES**

**REVERSIBLE FLOW** — Can be used for line drainage.

### 1 1/4" to 3" SIZES:

**UNIONS** — Standard unions.

**HEAVY DUTY HANDLES**

**WATER PASSAGES** — Full flow for minimum friction loss.

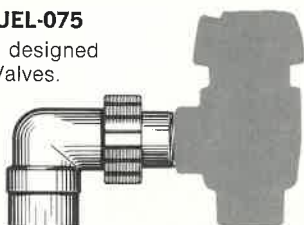
**RUBBER DISCS** — Of full swivel type to assure maximum wear resistance.

MANUAL ANGLE VALVE PRESSURE LOSS

Flow (GPM)	Pressure Loss (P.S.I.) at Stated GPM						
	3/4"	1"	1 1/4"	1 1/2"	2"	2 1/2"	3"
5	.5	.2					
10	.8	.5					
15	1.6	.7	.6				
20	2.5	1.2	.9	.5			
30	6.0	2.7	2.0	1.1	.4		
40	10.0	4.7	3.3	1.9	.7		
50		6.0	5.1	2.8	1.1	.5	
60		8.7	7.1	3.9	1.5	.8	
80				6.7	2.5	1.3	.6
100				10.1	3.8	2.0	.8
140					7.1	3.6	1.6
180					11.4	5.8	2.5
200					13.8	7.0	3.0
250						10.6	4.5
300						14.9	6.4
350							8.4
400							10.8

### PVC UNION-ELBOW MODEL UEL-075

Special and unique PVC fitting designed especially for the ASV Series Valves. Combination "Union — Elbow" fitting simplifies installation and service. 3/4" M.P.T. x 3/4" Female Slip.

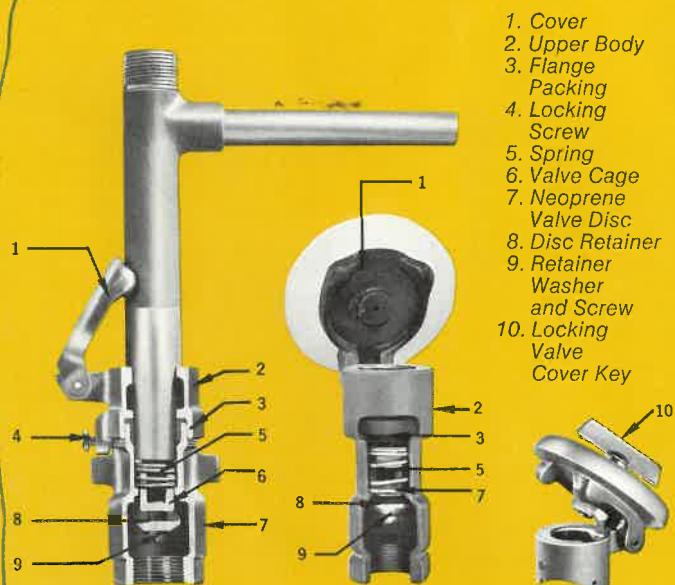


DIMENSIONS

Models	Size	A	B	C	D	D <sub>1</sub>	Weight lbs. oz.	Pressure Rating lbs.
MAV-3/4	3/4"	1 1/2"	2 3/8"	2 3/8"	3 3/8"	3 3/8"	1 15	200
MAV-1	1"	1 3/8"	1 3/8"	2 3/8"	3 1/8"	3 3/4"	2 15	200
MAV-1 1/4	1 1/4"	1 1/4"	3 3/8"	2 13/16"	4"	4 5/8"	4 9	200
MAV-1 1/2	1 1/2"	2"	3 3/8"	3 3/8"	4 1/2"	5 1/2"	5 14	200
MAV-2	2"	2 3/8"	4 1/4"	3 3/8"	4 1/2"	5 1/2"	8 9	200
MAV-2 1/2	2 1/2"	2 5/8"	5"	4 3/8"	5 1/2"	7"	13 6	200
MAV-3	3"	3 1/2"	5 5/8"	6"	7 3/8"	9"	23 7	200
MVK-30	Key			30"			0 14	



# SURE-QUICK TURF VALVES & KEYS



**Two Piece Valves**  
Models 22, 33, 33D,  
44, 55, 66,  
Shown with  
Metal Cover

**One Piece Valve**  
Models 3, 5 and 7  
Shown with  
Rubber Cover

**Two Piece Valve**  
Model 44  
Shown with  
Locking Rubber  
Cover



**22 RC Valve**

Machined brass valve body and key



**22 K Key**



**Key for Locking  
Cover on Valves**

Used on optional  
Locking Top for  
Sure-Quick Turf  
Valves. Protects  
from vandalism.  
2049 Locking Cover  
Key (Same as  
Valve Marker Key).

Sure-Quick turf valves provide "plug-in" type underground water supply outlets for Rain Bird impact sprinklers. Sprinkler and hollow coupler key are inserted into the top of the valve. A turn of the key opens the valve and releases water into the sprinkler. A reverse turn of the key shuts off the water. These valves are particularly suitable for use on turf areas where a large amount of aboveground hose is impractical.

## FEATURES

- **SELF-CLOSING.**
- **ONE OR TWO PIECE VALVES** — Models 3, 5 and 7 are one piece valves designed for maximum economy. Models 22, 33, 44, 55, 66 and 77 are two piece valves with removable upper bodies.
- **SINGLE LUG KEY** — Minimizes wear on valve key track. (33 DK key has double lug.)
- **FEMALE BOTTOM PIPE CONNECTIONS** — 1/2" - 1 1/2".
- **7 GPM-125 GPM CAPACITY.**
- **REPLACEABLE INTERNAL PARTS.**
- **SELF-CLOSING COVERS.**
- **OPTIONAL DOUBLE TRACK** — Model 3 has a double key track. This is especially suitable for use where speed of key insertion is required or where many part circle sprinklers are used. The double track allows the valve to open in one-half turn of the key, while other models open in one full turn.
- **OPTIONAL LOCKING TOP** — Protects from vandalism. Requires 2049 key to open or close.
- **OPTIONAL VINYL TOP** — Provides protection in athletic fields and aids in locating valves for watering. Available in yellow only.
- **OPTIONAL LOCKING VINYL TOP** — Incorporates the extra features of both the locking and vinyl tops in one valve. Available in yellow only.

Model Numbers, Engineering Data, Weights and Dimensions										
	VALVE					KEY				
	Valve No.	Bottom Pipe Thread	Capacity GPM	Weight Each	Over-all Ht.	Corresponding Key	Pipe Threads		Length	Weight Each
							Male	Female		
2-Piece Valves	22RC*	1/2"	7	1/2 lb.	2 1/2"	22K	—	1/2"	2 3/8"	1/4 lb.
	33	3/4"	20	1 3/8 lbs.	4 1/4"	33K	3/4"	1/2"	5 7/8"	5/8 lb.
	33D	3/4"	20	1 3/8 lbs.	4 1/4"	33DK	3/4"	1/2"	5 7/8"	5/8 lb.
	44	1"	30	2 5/8 lbs.	6"	44K	1"	3/4"	9"	1 1/8 lbs.
	55	1 1/4"	60	3 1/8 lbs.	5 1/4"	55K	1"	—	9"	2 1/8 lbs.
	66	1 1/2"	80	3 1/2 lbs.	5 1/2"	55K-1 1/4"	1 1/4"	1"	9"	2 1/8 lbs.
1-Piece Valves	3	3/4"	20	1 1/4 lbs.	4"	33DK	3/4"	1/2"	5 7/8"	5/8 lb.
	5	1"	100	2 1/4 lbs.	5 1/2"	55K	1"	—	9"	2 1/8 lbs.
	7	1 1/2"	125	3 1/4 lbs.	5 3/4"	55K-1 1/4"	1 1/4"	1"	9"	2 1/8 lbs.

Pressure Loss (P.S.I.) at Stated GPM												
2-Piece Valves	Model No.	Pipe Size	10	15	20	30	40	50	60	70	80	100
	33 & 33D	3/4"	2.0	4.3	7.6	—	—	—	—	—	—	—
	44	1"	—	2.2	4.4	11.5	—	—	—	—	—	—
	55	1 1/4"	—	—	0.9	2.5	4.8	8.1	12.5	—	—	—
	66	1 1/2"	—	—	—	1.8	3.4	5.7	8.6	12.4	16.6	—
1-Piece Valves	3	3/4"	1.8	4.1	7.2	—	—	—	—	—	—	—
	5	1"	—	—	—	1.9	3.8	6.4	9.6	14.0	—	—
	7	1 1/2"	—	—	—	—	1.7	2.5	3.6	4.9	8.4	14.0

BSP Threads are available for 44, 55, 44K and 55K.

\*Rubber cover.

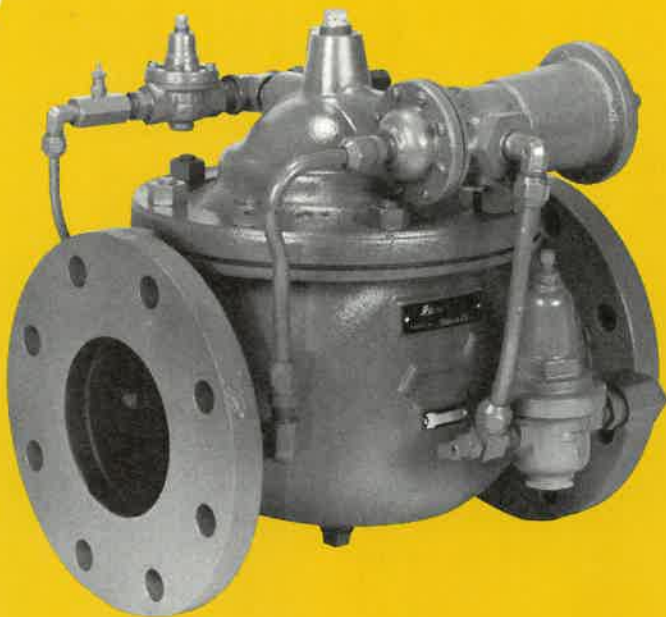
For locking metal cover — add "LC" to valve model number.

For vinyl cover — add "VC" to valve model number.

For locking vinyl cover — add "LVC" to valve model number.

# SPECIALTY VALVES

For Regulation and Control of Liquids



## SPECIAL FEATURES:

- Fully guided internal stem, both top and bottom, to assure positive seating.
- Sealing seat is a standard size "O"-ring of Buna "N".
- Replaceable seat and lower stem guide — screws into valve body.
- Brass seat is standard, stainless steel seat available on special order.
- Freeze Protection drain plugs, in both cover and body, are provided for winter drain down in freezing areas.
- Special epoxy coating on inside and/or outside — for severe water conditions — available on special order.
- Class 125 or Class 250 cast iron flanges — cast steel and cast aluminum available on special order.
- Monel, 80 mesh, self-flushing inlet screen on all control tube lines flowing to cover.
- Brass Valve trim — replaceable brass seat and lower stem guide.
- Brass diaphragm washers, "O"-ring retainer and "O"-ring washer assembly on all 3" and 4" size valves. 6" size and larger valves have brass seat and lower stem guide and "O"-ring washer with ductile iron, epoxy coated diaphragm washers and "O"-ring retainer.

**Inlet and Outlet Connections:**  
**3" — Screwed Threads; 4" thru 10" Flanged.**

Model No.	Description	Size & Type									
		Angle				Globe					
120 & 120-1	Float Valve: for liquid level control, non adjustable float travel	3	4	6	1/2	3/4	3	4	6	8	10
120-4 & 120-5	Float Valve: for liquid level control, non adjustable float travel	3	4	6	1/2	3/4	3	4	6	8	10
140-R	Rate of Flow: maintains constant flow with variable inlet pressure						3	4	6	8	10
140-1R	Combination Rate of Flow and Solenoid Block Valve						3	4	6	8	10
140-2R	Combination Rate of Flow and Pressure Reducing Valve						3	4	6	8	10
140-3R	Rate of Flow and Check Valve						3	4	6	8	10
140-4R	Rate of Flow, Solenoid Block & Check Valve						3	4	6	8	10
150	Pressure Relief Valve	3	4	6	-	-	3	4	6	8	10
151	Combination Pressure Relief & Check Valve	3	4	6	-	-	3	4	6	8	10
155	Direct Acting Relief Valve	-	-	-	1/2	3/4	-	-	-	-	-
160-5	Booster Pump Control Valve	-	4	6	-	-	3	4	6	8	10
161-5	Pump Control Valve	-	4	6	-	-	4	6	-	-	-
180 & 180-R	Check Valve	3	4	6	1/2	3/4	3	4	6	8	10
180-1	Check Valve with Closing Speed Control	3	4	6	-	-	3	4	6	8	10
180-2	Check Valve with Opening Speed Control	3	4	6	-	-	3	4	6	8	10
180-3	Check Valve with Opening & Closing Speed Control	3	4	6	-	-	3	4	6	8	10
190 & 190-R	Pressure Reducing Valve	3	4	6	-	-	3	4	6	8	10
190-7 & 190-7R	Pressure Reducing Valve with Surge Control	3	4	6	-	-	3	4	6	8	10
191 & 191-R	Combination Pressure Reducing & Check Valve	3	4	6	-	-	3	4	6	8	10
191 & 191-1R	Combination Pressure Reducing & Check Valve with Closing Speed Control	3	4	6	-	-	3	4	6	8	10
192-1 & 192-1R	Combination Pressure Reducing & Pressure Sustaining Valve	3	4	6	-	-	3	4	6	8	10
192-2 & 192-2R	Combination Pressure Reducing, Pressure Sustaining & Check Valve with Opening Speed Control	3	4	6	-	-	3	4	6	8	10
192-7 & 192-7R	Combination Pressure Reducing, Pressure Sustaining & Check Valve	3	4	6	-	-	3	4	6	8	10
193E & 193-RE	Combination Pressure Reducing & Solenoid Shut Off Valve	3	4	6	-	-	3	4	6	8	10

FOR DETAILED DESCRIPTIONS AND CHARACTERISTICS REFER TO  
 RAIN BIRD SPECIALTY VALVE CATALOG NO. I-172.

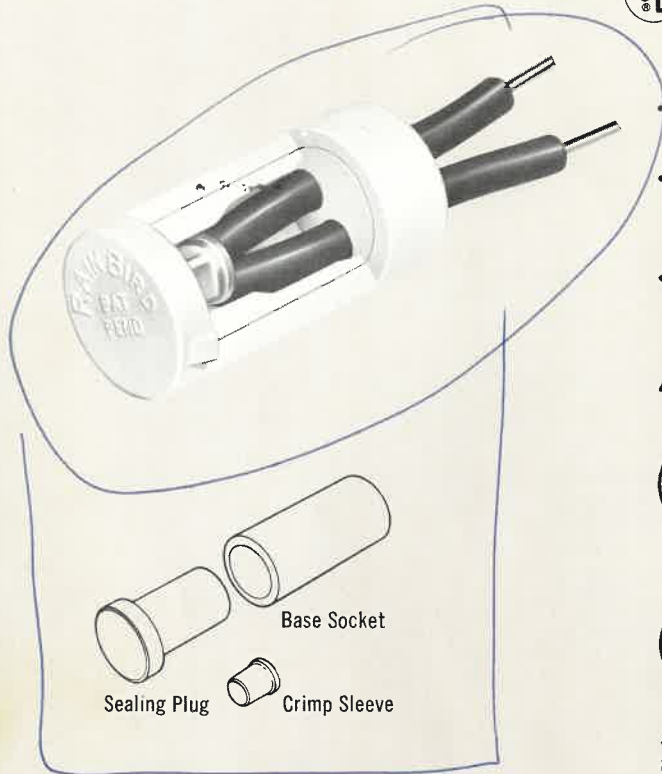


## PEN-TITE WIRE CONNECTORS

*Specifically Designed to Insure Waterproof Underground Wire Connection*



LISTED WATER-RESISTANT WIRE CONNECTOR RATED 60C, 600V  
FOR PVC INSULATED COPPER WIRES



- Easily installed in the field with no special skills required. Gives a permanent, waterproof splice.
- Precision molded PVC socket and sealing plug with special Rain Bird Sealer assures prevention of water and moisture from entering the connection.
- Reduces repair of faulty wire connections. Eliminates shorts, excessive resistance, etc.

### 4 MODELS TO HANDLE ALL WIRE COMBINATIONS



#### Model PT-101

For one #14, #12, or #10 type "UF" wire to one small wire.



#### Model PT-103

For two #14, #12, or #10 type "UF" wires.



#### Model PT-102

For two #14, #12, or #10 type "UF" wires to one small wire.



#### Model PT-104

For three #14, #12, or #10 type "UF" wires.

Specify by Model No. (PT-101, PT-102, PT-103, or PT-104). Connectors are packaged 10 per bag (10 crimp sleeves included). ☐ Sealer (No. PT-S5) in 5 oz. metal tubes must be ordered individually. Approximately 40 waterproof connections may be made with one 5 oz. tube of Sealer. ☐ Crimp pliers — Thomas & Betts (Model WT-100M). ☐ Additional crimp sleeves (Model PT-70M) — 200 per box.

## AUTOMATIC DRAIN VALVE

### Model 16 A

*Automatically Drains Sprinkler Lines when Water Pressure is Turned Off*



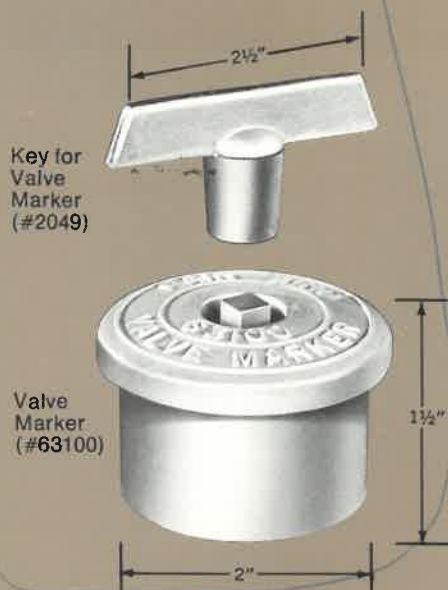
For use in freezing climates, drain valve provides automatic drainage of sprinkler lines when water pressure drops below 3 p.s.i. Installed horizontally at low points in system. In heavy soils, a pit of gravel should be provided for quicker drainage. Install in horizontal position only.

Model	Pipe Connection	Weight
16 A	1/2" MALE	2 1/2 oz.

Machined brass body, with stainless steel ball seat—1/2" male pipe thread. Overall length 1-11/32".

## VALVE MARKER

Model 63100



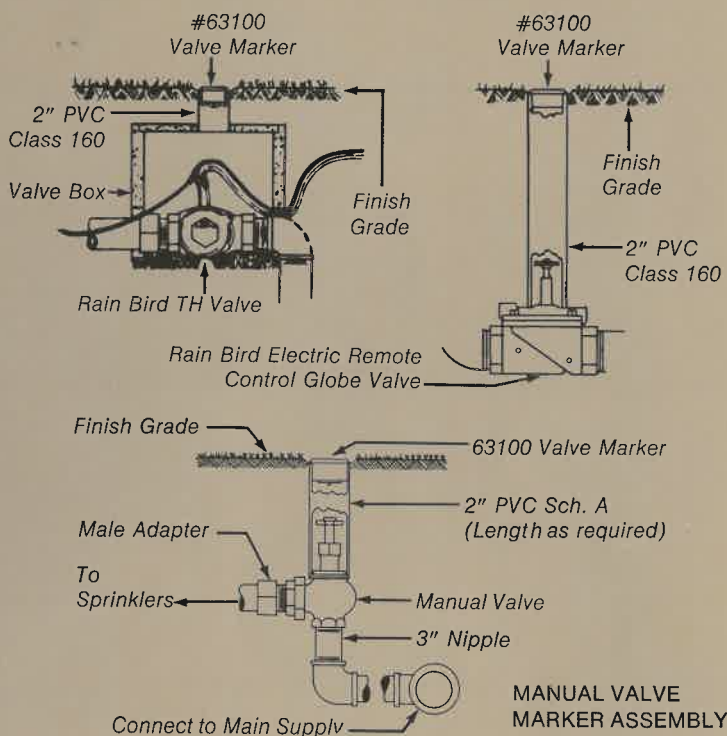
Valve marker locates position of buried automatic valves and provides access to flow control handles.

## FEATURES

Rubber Material provides compression lock when inserted in 2" class "160" and Schedule "A" PVC • Yellow Color for easy location of underground valves.

## SPECIFICATIONS

Buried automatic valves shall be marked with Rain Bird soft rubber expanding valve markers. Valve markers shall be as manufactured for Rain Bird, Glendora, Calif.



## SWIVEL HOSE ELLS



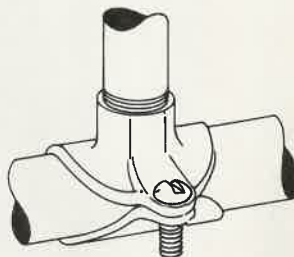
Swivel Hose Ells can be connected to quick coupler keys so the hose can be turned a full 360° or pulled in any direction without kinking or breaking the hose near the coupler key. All brass construction with O-ring seal.

DIMENSIONS & WEIGHTS			
Model No.	Female Pipe Thread	Male Hose Thread	Weight Each
SH-0	3/4"	3/4"	1 lb.
SH-1	1"	3/4"	1 lb.
SH-2	1"	1"	1 1/4 lbs.
SH-3	1 1/4"	1"	2 lbs.



## RAINBOW SADDLE TEES

Rainbow Saddle Tees and Crosses\* are a permanent leakproof pipe fitting for use with plastic pipe.



### HEATWELD TOOLS

Model No.	Size	Weight
HT-2	1/2"	2 oz.
HT-4	3/4"	3 oz.
HT-6	1"	4 oz.

• **FAST EASY INSTALLATION** — Simply lay out pipe, locate sprinklers and clamp saddle tee to pipe. Burn hole in polyethylene pipe with heat weld tool. Drill for P.V.C. pipe.

• **USE WITH P.V.C. OR POLYETHYLENE PIPE** — Gaskets allow Rainbow Saddle Tees and Crosses to be used on rigid P.V.C. or flexible polyethylene pipe.

• **MINIMUM TOOLS REQUIRED.**

• **CORROSION PROOF MATERIALS** — Bronze saddles and stainless steel screws prevent corrosion.

SIZES		MODEL NUMBERS		PIPE O.D. TOLERANCES	
Pipe Size	Threaded Outlet	For Poly Pipe	For P.V.C. Pipe	Min. O.D. (Inches)	Max. O.D. (Inches)
1/2"	x 1/2"	505		.740-	.780
1/2"	x 1/2"		S-12		
3/4"	x 1/2"	755			
3/4"	x 1/2"		S-34	.940-	1.020
3/4"	x 3/4"	7575			
3/4"	x 3/4"		S-347		
1"	x 1/2"	1150			
1"	x 1/2"		S-112	1.200-	1.250
1"	x 3/4"	1175			
1"	x 3/4"		S-134		
1 1/4"	x 1/2"	S-1141			
1 1/4"	x 3/4"	S-1143		1.500-	1.710
1 1/4"	x 1"	S-1145			

SIZES		MODEL NUMBERS		PIPE O.D. TOLERANCES	
Pipe Size	Threaded Outlet	For Poly Pipe	For P.V.C. Pipe	Min. O.D. (Inches)	Max. O.D. (Inches)
1 1/2"	x 1/2"	S-1121			
1 1/2"	x 3/4"	S-1123		1.800-	2.000
1 1/2"	x 1"	S-1144			
2"	x 1/2"	S-2112			
2"	x 3/4"	S-2134		2.300-	2.600
2"	x 1"	S-2155			
2 1/2"	x 3/4"	S-2534		2.800-	2.900
2 1/2"	x 1"	S-2566			
3"	x 3/4"	S-3034		3.250-	3.650
3"	x 1"	S-3111			
4"	x 3/4"	S-4034		4.250-	4.650
4"	x 1"	S-4111			

\*To order saddle crosses add "C" after the model number above — as S-1141-C for 1 1/4" x 1/2" x 1/2" saddle cross.

## SPRAY HEAD SCREEN

Model SR-050

New 1/2" Plastic Basket Screen — Ideally Suited For Spray Heads.

End The Problem of Spray Nozzles Clogging From Debris in the Water. Effectively used with 2800-PD; 2600 spray heads; 2400 shrub heads; 2600 B bubbler; 2200 flower bubbler; A-771 shrub spray and 131-SS stream spray.

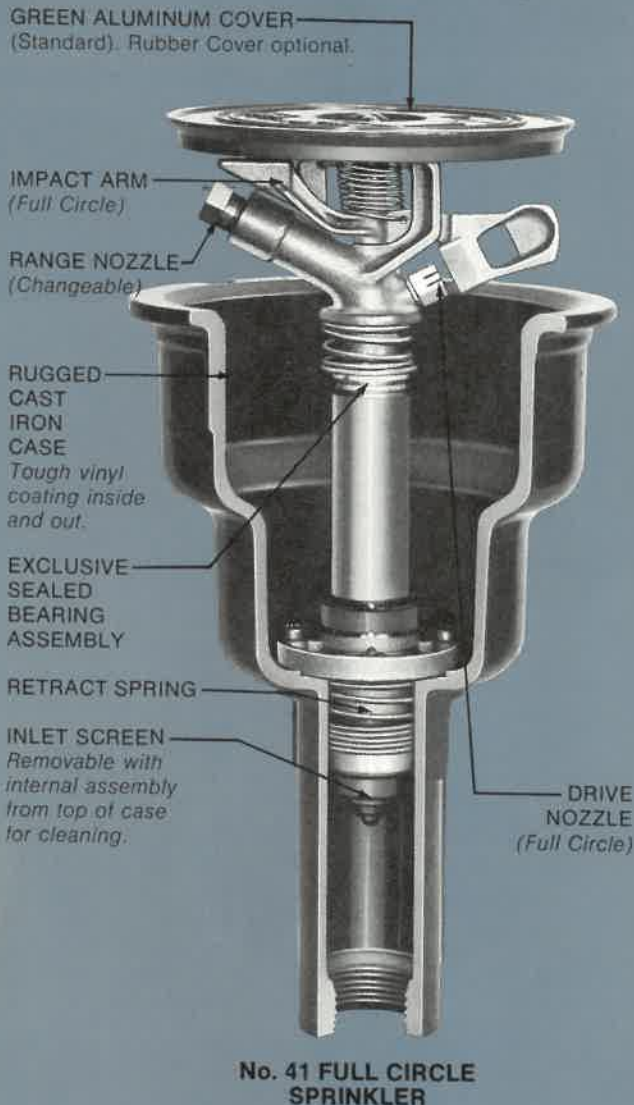
### Features

- Tapered design is self flushing — requires a minimum of maintenance.
  - Large free area adds negligible friction loss to spray head.
- Molded plastic eliminates corrosion and deterioration — provides greatest strength.
- Small screen openings prevent contamination of spray nozzles.



# 

*Designed Especially for  
Industrial Turfgrass Installations*



### 

- **PATENTED PRECISION JET ARM** — Exclusive "PJ" arm is standard on all part circle pop-ups.
- **POSITIVE ROTATION**
- **TWO MOVING PARTS** — No gears to jam or break. No "friction" cams to wear. Only moving parts are arm and bearing.
- **RETRACT SPRING** — Positive closure when the pressure is off.
- **INTERNAL ASSEMBLY OF ALL BRASS**
- **ADJUSTABLE IN FIELD** — Part circle models are adjustable in the ground for any arc from 20° to 340°. Because flow orifices are not required, nozzles may be changed in the field without removing the sprinkler from its case. Changing nozzles does not affect speed of rotation.
- **LOCKING FRICTION COLLARS** — Optional locking friction collars available at extra cost.
- **VANDAL-RESISTANT** — Special retainer cover screw and tools available.
- **MINIMUM PRESSURE LOSS** — Simplicity of design, due to direct vertical flow of water through sprinkler, ensures minimum possible pressure loss through sprinkler. Allows smaller pipe size and lower pressure requirements due to superior performance.
- **PROVEN SAND RESISTANCE** — Special bearing seal washers protect bearings from silt. No metal-to-metal contacts.
- **INLET SCREEN** — Prevents excessive water supply contamination from plugging nozzles.
- **EASY FIELD MAINTENANCE** — Entire internal assembly, including screen, removable from top without removing case.
- **INTERCHANGEABLE ASSEMBLIES** — Models 21, 27, 31, 37, 41, 47 and 51 all use same cases. Models 81 and 87 fit same case.
- **SPECIAL THREADS** — Models 21, 27, 31, 37, 41, 47 and 51 are available on special order with 1" British Standard Pipe Thread (BSP) on case.

### 

Equilateral Triangular Spacings — Normal 60% of indicated diameter, maximum 65% indicated diameter (0 mph wind). Square Spacings — Normal 55% of indicated diameter (0-4 mph wind), maximum 60% of indicated diameter (0 mph wind). For optimum results each system should be designed to the local conditions.

For higher wind conditions consult your Rain Bird representative. Bronze case and cover available on all models (except No. 81 and No. 87) on special order.

Rubber cover and rubber case ring available on all models.

# PART CIRCLE ROTOR POP-UP SPRINKLERS

Models 27 & 37



	NO. 27 SERIES				NO. 37 SERIES			
Cover	Model No.	Height	Top Dia.	Pop-Up Height	Model No.	Height	Top Dia.	Pop-Up Height
Green Aluminum Cover	27	9 $\frac{1}{4}$ "	6	2 $\frac{1}{4}$ "	37	9 $\frac{1}{4}$ "	6	2 $\frac{1}{4}$ "
Green Rubber Cover	27RC	9 $\frac{1}{4}$ "	6 $\frac{1}{2}$ "	2 $\frac{1}{4}$ "	37RC	9 $\frac{1}{4}$ "	6 $\frac{1}{2}$ "	2 $\frac{1}{4}$ "

Adjustable for any arc of coverage from 20° to 340°. Available with TNT bearing only. Cast iron case with vinyl coating. Aluminum cover. Available with rubber cover — add "RC" to model number.

## 27 ROTOR POP-UP

Single Nozzle Part Circle Sprinkler — has adjustable nozzle for distance control and stream breakup.  $\frac{3}{4}$ " female connection. (1" female connection available on special order.) Also available with Locking Friction Collars and Vandal-Resistant Cover Screws.

Base Pressure* P.S.I.	Nozzle 9/64" Adj. Rad. GPM	†Nozzle 5/32" Adj. Rad. GPM	Nozzle 11/64" Adj. Rad. GPM	Nozzle 3/16" Adj. Rad. GPM
40	—	41 4.4	42 5.3	42 6.3
45	40 3.7	41 4.7	42 5.6	43 6.6
50	41 3.9	42 4.9	43 5.9	44 7.0
55	41 4.1	42 5.2	43 6.2	44 7.4
60	42 4.3	42 5.4	43 6.5	45 7.7
65	42 4.4	43 5.6	44 6.7	—
70	42 4.6	43 5.8	44 7.0	—
75	43 4.8	43 6.0	45 7.2	—
80	43 4.9	44 6.2	45 7.5	—

Angle of trajectory of range nozzle — 25°. Highest point of stream above nozzle — 10'-0". (Based on std. nozzle & 60 P.S.I.) Distance out from sprinkler to highest point of stream — 30'-0". (Above data with nozzle adjusting pin completely out of stream.)

## 37 ROTOR POP-UP

Single Nozzle Part Circle Sprinkler — has adjustable nozzle for distance control and stream breakup. 1" female connection. Also available with Locking Friction Collars and Vandal-Resistant Cover Screws.

Base Pressure* P.S.I.	Nozzle 3/16" Adj. Rad. GPM	Nozzle 13/64" Adj. Rad. GPM	†Nozzle 7/32" Adj. Rad. GPM	Nozzle 15/64" Adj. Rad. GPM
40	—	43 7.3	43 8.4	44 9.6
45	43 6.6	44 7.8	44 8.9	45 10.2
50	44 7.0	44 8.2	45 9.4	45 10.8
55	44 7.4	45 8.6	45 9.9	46 11.3
60	45 7.7	45 9.0	46 10.4	46 11.8
65	45 8.0	46 9.4	46 10.8	47 12.3
70	46 8.3	46 9.8	47 11.3	47 12.8
75	46 8.6	47 10.1	48 11.7	48 13.3
80	47 8.9	47 10.5	48 12.1	48 13.7

Angle of trajectory of range nozzle — 25°. Highest point of stream above nozzle — 10'-6". (Based on std. nozzle & 60 P.S.I.) Distance out from sprinkler to highest point of stream — 32'-0". (Above data with nozzle adjusting pin completely out of stream.)

\*BASE OPERATING PRESSURE — Water pressure at the base of the sprinkler.

All performance data are figured on the pressure at the base of the sprinkler.

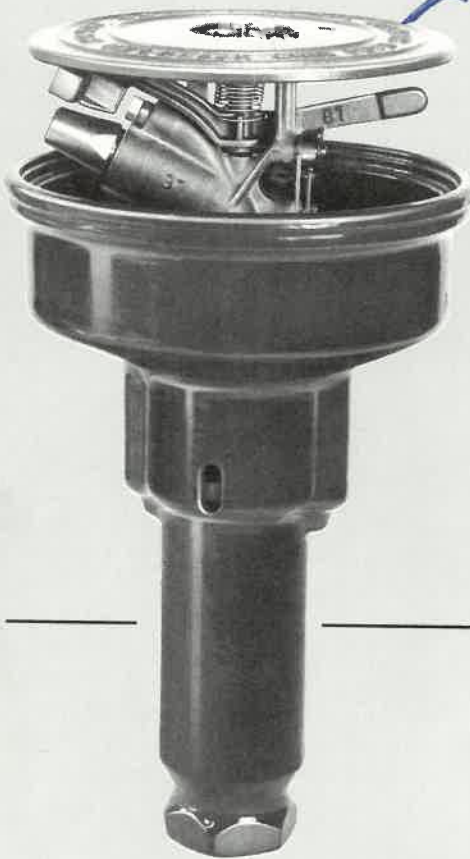
Higher operating p.s.i. provides superior water stream breakup and is normally recommended for germination.

†Standard nozzle size.



# PART CIRCLE ROTOR POP-UP SPRINKLERS

Models 47 & 87



## 47 ROTOR POP-UP

Adjustable for any arc of coverage from 20° to 340°. Available with TNT bearing only. Cast iron case with vinyl coating. Aluminum cover. Available with rubber cover — add "RC" to model number. Single Nozzle Part Circle Sprinkler — has straight bore nozzle with stainless steel cross type vanes. 1" female connection. Also available with Locking Friction Collars and Vandal-Resistant Cover Screws.

NO. 47 SERIES				
Cover	Model No.	Height	Top Dia.	Pop-Up Height
Green Aluminum Cover	47	9 $\frac{1}{8}$ "	6"	2 $\frac{3}{8}$ "
Green Rubber Cover	47RC	9 $\frac{1}{8}$ "	6 $\frac{1}{2}$ "	2 $\frac{3}{8}$ "

Angle of trajectory of range nozzle — 23°. Highest point of stream above nozzle — 12'-0". (Based on std. nozzle & 70 P.S.I.) Distance out from sprinkler to highest point of stream — 37'-6".

Base Pressure* P.S.I.	Nozzle 7/32"		Nozzle 15/64"		†Nozzle 1/4"		Nozzle 17/64"		Nozzle 9/32"	
	Rad.	GPM	Rad.	GPM	Rad.	GPM	Rad.	GPM	Rad.	GPM
55	53	10.3	54	12.1	55	13.4	55	14.6	56	16.9
60	54	10.8	55	12.7	56	14.0	57	15.5	58	17.6
65	55	11.3	56	13.3	57	14.6	58	16.3	59	18.4
70	56	11.7	57	13.9	58	15.2	59	17.1	60	19.1
75	57	12.2	58	14.4	59	15.7	60	17.9	61	19.8
80	57	12.6	58	14.9	59	16.4	60	18.6	61	20.5
85	58	13.0	59	15.4	60	16.8	61	19.4	62	21.1
90	59	13.4	60	15.9	61	17.3	62	20.0	63	21.8
95	60	13.8	61	16.4	62	17.8	62	20.6	—	—
100	60	14.2	61	16.9	62	18.3	—	—	—	—

## 87 ROTOR POP-UP

Adjustable for any arc of coverage from 20° to 340°. A new design, double skirted bearing seal, gives added protection and longer wear to the sprinkler bearing assembly. Two Nozzle Part Circle Sprinkler — has straight bore range nozzle and a straight bore drive nozzle. Has non-clog barrel type vane. 1 $\frac{1}{2}$ " female connection.

NO. 87 SERIES				
Cover	Model No.	Height	Top Dia.	Pop-Up Height
Green Aluminum Cover	87	13 $\frac{1}{2}$ "	9 $\frac{1}{4}$ "	3 $\frac{3}{8}$ "
Green Rubber Cover	87RC	13 $\frac{3}{4}$ "	9 $\frac{1}{2}$ "	3 $\frac{3}{8}$ "

Base Pressure* P.S.I.	Nozzle 11/32" x 1/4"		†Nozzle 3/8" x 1/4"		Nozzle 13/32" x 1/4"		Nozzle 7/16" x 1/4"		Nozzle 15/32" x 1/4"		Nozzle 1/2" x 1/4"		Nozzle 17/32" x 1/4"		Nozzle 9/16" x 1/4"		Nozzle 5/8" x 1/4"	
	Rad.	GPM	Rad.	GPM	Rad.	GPM	Rad.	GPM	Rad.	GPM	Rad.	GPM	Rad.	GPM	Rad.	GPM	Rad.	GPM
60	82	39.1	84	43.6	86	48.8	89	54.3	91	60.0	93	65.5	97	70.6	100	78.2	103	91.4
65	84	40.9	85	45.5	88	50.9	90	56.7	93	62.7	95	68.0	98	73.4	102	81.7	105	94.9
70	86	42.6	87	47.4	89	53.0	92	59.0	94	65.2	97	70.9	100	76.4	103	84.9	107	99.1
75	87	44.2	88	49.2	91	54.9	93	61.1	96	67.5	98	73.2	101	79.2	105	88.0	108	102.4
80	89	46.1	90	51.0	92	56.9	95	63.4	97	70.1	100	75.9	103	82.2	106	91.2	110	106.4
85	90	47.6	91	52.6	93	58.8	96	65.5	99	72.5	101	78.4	104	85.0	108	94.2	111	110.1
90	91	49.2	92	54.3	95	60.8	97	67.6	100	74.9	103	80.9	106	87.8	109	97.2	112	113.8
95	92	50.7	93	55.9	96	62.8	99	69.7	101	77.3	104	83.4	107	90.6	110	110.2	114	117.5
100	93	52.3	94	57.6	97	64.8	100	71.8	102	79.7	105	85.9	108	93.4	111	103.2	115	121.2

Angle of trajectory of range nozzle — 23°. Highest point of stream above nozzle — 17'-6". (Based on std. nozzle & 80 P.S.I.) Distance out from sprinkler to highest point of stream — 67'-6".

\*BASE OPERATING PRESSURE — Water pressure at the base of the sprinkler.

All performance data are figured on the pressure at the base of the sprinkler.

Higher operating p.s.i. provides superior water stream breakup and is normally recommended for germination.

†Standard nozzle size.

Shaded areas in chart indicate NOT recommended working pressures for best distribution.



# FULL CIRCLE ROTOR POP-UP SPRINKLERS

Models 21 & 31



	NO. 21 SERIES				NO. 31 SERIES			
Cover	Model No.	Height	Top Dia.	Pop-Up Height	Model No.	Height	Top Dia.	Pop-Up Height
Green Aluminum Cover	21	9 $\frac{1}{8}$ "	6"	2 $\frac{1}{2}$ "	31	9 $\frac{1}{8}$ "	6"	2 $\frac{1}{2}$ "
Green Rubber Cover	21RC	9 $\frac{1}{8}$ "	6 $\frac{1}{2}$ "	2 $\frac{1}{2}$ "	31RC	9 $\frac{1}{8}$ "	6 $\frac{1}{2}$ "	2 $\frac{1}{2}$ "

Cast Iron Case with Vinyl Coating. Aluminum Cover.  
Available with TNT bearing only.  
Available with rubber cover — add "RC" to model number.

## 21 ROTOR POP-UP

Single Nozzle Full Circle Sprinkler — has adjustable nozzle for distance control and stream breakup.  $\frac{3}{4}$ " female connection. (1" female connection available on special order.) Also available with Vandal-Resistant cover screws.

Base Pressure* P.S.I.	Nozzle 1/8" Adj. Dia. GPM	Nozzle 9/64" Adj. Dia. GPM	†Nozzle 5/32" Adj. Dia. GPM	Nozzle 11/64" Adj. Dia. GPM
40	82 2.8	84 3.5	86 4.4	87 5.3
45	83 3.0	85 3.7	87 4.7	88 5.6
50	84 3.2	86 3.9	88 4.9	90 5.9
55	85 3.3	87 4.1	89 5.2	91 6.2
60	86 3.5	88 4.3	90 5.4	92 6.5
65	87 3.6	88 4.4	90 5.6	93 6.7
70	87 3.8	89 4.6	91 5.8	94 7.0
75	88 3.9	90 4.8	92 6.0	94 7.2
80	89 4.0	91 4.9	92 6.2	95 7.5

Angle of trajectory of range nozzle — 25°. Highest point of stream above nozzle — 10'-0". (Based on std. nozzle & 60 P.S.I.)  
Distance out from sprinkler to highest point of stream — 30'-0".  
(Above data with nozzle adjusting pin completely out of stream.)

## 31 ROTOR POP-UP

Single Nozzle Full Circle Sprinkler — has adjustable nozzle for distance control and stream breakup. 1" female connection. Also available with Vandal-Resistant cover screws.

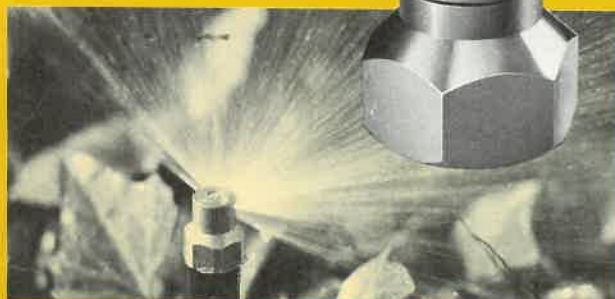
Base Pressure* P.S.I.	Nozzle 3/16" Adj. Dia. GPM	Nozzle 13/64" Adj. Dia. GPM	†Nozzle 7/32" Adj. Dia. GPM	Nozzle 15/64" Adj. Dia. GPM
40	88 6.3	89 7.3	89 8.4	90 9.6
45	89 6.6	90 7.8	91 8.9	92 10.2
50	90 7.0	91 8.2	92 9.4	93 10.8
55	91 7.4	92 8.6	93 9.9	94 11.3
60	93 7.7	93 9.0	94 10.4	95 11.8
65	94 8.0	94 9.4	95 10.8	96 12.3
70	95 8.3	95 9.8	96 11.3	97 12.8
75	95 8.6	96 10.1	97 11.7	98 13.3
80	96 8.9	97 10.5	98 12.1	99 13.7

Angle of trajectory of range nozzle — 25°. Highest point of stream above nozzle — 10'-6". (Based on std. nozzle & 60 P.S.I.)  
Distance out from sprinkler to highest point of stream — 32'-0".  
(Above data with nozzle adjusting pin completely out of stream.)

\*BASE OPERATING PRESSURE — Water pressure at the base of the sprinkler.  
All performance data are figured on the pressure at the base of the sprinkler.  
Higher operating p.s.i. provides superior water stream breakup and is normally recommended for germination.  
†Standard nozzle size.

For specifications, see Page 103.

# "SPACE 15" SPRAY HEAD SPRINKLERS, con't.



**SHRUBBERY SPRAY HEAD Model 2400**



**SHRUBBERY FLAT SPRAY HEAD Model 2400 FLT**

The 2400 FLT is ideal for sprinkling foliage and ground cover under windy conditions due to the low angle spray. It is also effective for narrow planting areas up to 10 feet.



**SURFACE HEAD BUBBLER Model 2600 B**

The 2600 B is used to flood narrow planting areas one foot in width, and for plantings where it is not desirable to wet the leaves of the foliage. Space heads one foot apart.



**FLOWER BUBBLER Model 2200**

The 2200 Bubbler is ideal for sprinkling narrow areas up to three feet where a minimum of spray on the foliage is desirable.

**Performance at Stated P.S.I. for Model 2600B**

P.S.I.	2600-B Rad. GPM
15	0 .8
20	0 1.0
25	0 1.2
30	0 1.4

**Performance at Stated P.S.I. for Model 2400 FLT**

P.S.I.	2400FLT-F (Full) Dia. GPM	2400FLT-H (Half) Rad. GPM	2400FLT-Q (Quarter) Rad. GPM
15	14' 1.8	7' .90	7' .63
20	16' 2.06	8' 1.03	8' .74
25	18' 2.30	9' 1.15	9' .84
30	19' 2.50	9½' 1.25	9½' .91
35	20' 2.70	10' 1.35	10' .97
40	21' 2.90	10½' 1.45	10½' 1.04

**Performance at Stated P.S.I. for Model 2200**

P.S.I.	2200-F (Full) Dia. GPM	2200-H (Half) Rad. GPM	2200-Q (Qtr) Rad. GPM	2200-ST (Strip) Strip GPM
1	2' 0.7	1' 0.7	1' 0.4	3' x 1½' 0.4
2	5' 1.3	3' 1.1	3' 0.6	8' x ¾' 0.6
3	7' 1.7	4' 1.5	4' 0.8	10' x 1' 0.8
4	9' 2.0	5' 1.7	5' 1.0	12' x 1½' 1.0

**Performance at Stated P.S.I. for Model 2200 HST**

P.S.I.	STRIP	GPM
15	20' x 2'	4.78
30	32' x 3'	6.83

If line p.s.i. is metered to throw 9 ft. (each side), the 2200 HST will discharge at a rate of 3.0 g.p.m.



# "SURE SPRAY" POP-UP SPRAY HEAD SPRINKLERS



*1/2" female connection.  
Overall height — 2"  
Pop-Up height — 1"  
Top diameter — 2 1/8"*

## 171-D

Sprinkler body of Die Cast brass with machined brass internal guide nut and stem assembly. Nozzle pops up 1" above ground level when water is turned on and retracts to ground level when off. Specify 171-D, then nozzle pattern.

## 171

Sprinkler body of Sand Cast brass with machined brass internal guide nut and stem assembly. Nozzle pops up 1" above ground level when water is turned on and retracts to ground level when off. Specify 171, then nozzle pattern.



## 171-D-HP

Sprinkler body of Die Cast brass with machined brass internal guide nut and stem assembly. Nozzle pops up 2 3/8" above ground level when water is turned on and retracts to ground level when off. Specify 171-D-HP, then nozzle pattern.

## 171-HP

Sprinkler body of Sand Cast brass with machined brass internal guide nut and stem assembly. Nozzle pops up 2 3/8" above ground level when water is turned on and retracts to ground level when off. Specify 171-HP, then nozzle pattern.

*3/4" male & 1/2" female connections  
on 171-HP • 1/2" female connection  
only on 171-D-HP.  
Overall height — 4-5/8"  
Pop-Up height — 2-3/16"  
Top diameter — 2-3/16"*

- **FULLY ADJUSTABLE FLOW**—Adjusting screw compensates for differences in pressure within system and regulates the sprinkler's radius.
- **NOZZLES** — When ordering nozzles only, the model number should be preceded by a "1", as 1171-F, 1171-FO, 1171-FU, etc.
- **INTERCHANGEABLE NOZZLES** — All nozzles (undersize, standard, oversize and low angle) fit any body assembly or the shrub adaptor.
- **ORDERING** — For complete sprinklers, specify 171-F, 171-FO, 171-FU, 171-HP-F, etc. for the sand cast bodies or 171-D-F, 171-D-FU, 171-D-HP-F, etc. for the die cast bodies.
- **LOW-ANGLE NOZZLE** — For use in small areas and where wind is a problem.

Performance at Stated P.S.I. for 171 Standard Nozzles						
P.S.I.	171-F (Full) Dia. GPM	171-TQ (Three Qtr.) Rad. GPM	171-H (Half) Rad. GPM	171-T (Third) Rad. GPM	171-Q (Quarter) Rad. GPM	171-S (Square) Coverage GPM
15	22' 2.9	11' 2.2	11' 1.8	11' 1.4	11' 1.1	18'x18' 2.9
20	25' 3.2	12 1/2' 2.6	12 1/2' 2.0	12 1/2' 1.6	12 1/2' 1.2	19'x19' 3.2
25	28' 3.5	14' 2.9	14' 2.3	14' 1.8	14' 1.4	20'x20' 3.5
30	28' 3.8	14' 3.1	14' 2.5	14' 1.9	14' 1.6	20'x20' 3.8

Maximum Spacing: 17 1/2' triangular or 15' square spacing.

Performance at Stated P.S.I. for 171 Undersize Nozzles					
P.S.I.	171-FU (Full) Dia. GPM	171-HU (Half) Rad. GPM	171-TU (Third) Rad. GPM	171-QU (Quarter) Rad. GPM	171-SU (Square) Coverage GPM
15	20' 1.5	10' 1.4	10' 1.0	10' .8	15'x15' 1.5
20	22' 1.8	11' 1.6	11' 1.2	11' .9	16'x16' 1.8
25	24' 2.0	12' 1.8	11' 1.4	11' 1.0	18'x18' 2.0
30	24' 2.2	12' 2.0	12' 1.6	12' 1.1	18'x18' 2.2

Maximum Spacing: 14' triangular or 12' square spacing.

Performance at Stated P.S.I. for 171 Oversize Nozzles					
P.S.I.	171-FO (Full) Dia. GPM	171-HO (Half) Rad. GPM	171-TO (Third) Rad. GPM	171-QO (Quarter) Rad. GPM	171-SO (Square) Coverage GPM
20	27' 4.5	13 1/2' 2.6	13 1/2' 1.6	13 1/2' 1.2	22'x22' 4.5
25	29' 5.0	14 1/2' 2.9	14 1/2' 1.8	14 1/2' 1.4	23'x23' 5.0
30	30' 5.4	15' 3.1	15' 2.0	15' 1.6	24'x24' 5.4
35	30' 5.8	15' 3.3	15' 2.2	15' 1.7	24'x24' 5.8

Maximum Spacing: 21' triangular or 18' square spacing.

Performance at Stated P.S.I. for 171 Low Angle Nozzle				
Model Pattern	171-LA-F Full Circle Dia. GPM	171-LA-H Half Circle Rad. GPM	171-LA-Q Quarter Circle Rad. GPM	Maximum Spacing
P.S.I.	Dia. GPM	Rad. GPM	Rad. GPM	
10	10' 1.3	5' 0.65	5' 0.30	6'
15	12' 1.6	6' 0.80	6' 0.35	7'
20	14' 1.9	7' 0.95	7' 0.40	8'
25	16' 2.2	8' 1.10	8' 0.45	10'
30	18' 2.5	9' 1.25	9' 0.50	11'

171 NOZZLES ARE INTERCHANGEABLE AND WILL FIT ALL BODY ASSEMBLIES.



### 8280 1" Female IPS

Nozzle Size In Inches	PSI at Sprinkler	GPM	Diameter of Coverage	Max. Triangular Spacing	Precipitation Per Hour
$\frac{3}{16} \times \frac{3}{16}$	40	12.6	95'	66'	.32
	50	14.0	100'	70'	.32
	60	15.4	105'	73'	.32
$\frac{7}{32} \times \frac{3}{16}$	40	14.8	100'	70'	.34
	50	16.6	105'	73'	.35
	60	18.2	110'	77'	.34
* $\frac{1}{4} \times \frac{3}{16}$	50	19.5	110'	77'	.37
	60	21.5	115'	80'	.37
	70	23.2	120'	84'	.37
$\frac{9}{32} \times \frac{3}{16}$	50	22.8	115'	80'	.40
	60	25.1	120'	84'	.40
	70	27.2	125'	87'	.40
$\frac{5}{16} \times \frac{3}{16}$	50	26.3	120'	84'	.42
	60	29.1	125'	87'	.43
	70	31.5	130'	91'	.43

### 8260 & 8265 1" Female IPS

Nozzle Size In Inches	PSI at Sprinkler	GPM	Radius of Coverage	Max. Triangular Spacing
$\frac{3}{16}$	40	6.4	42'	55'
	50	7.2	44'	58'
$\frac{13}{64}$	40	7.6	43'	56'
	50	8.5	45'	59'
	55	8.9	46'	60'
* $\frac{7}{32}$	45	9.3	46'	60'
	50	9.8	47'	62'
	60	10.7	49'	64'
$\frac{15}{64}$	45	10.6	47'	62'
	50	11.2	48'	63'
	60	12.2	49'	65'
$\frac{1}{4}$	45	12.1	48'	63'
	50	12.7	49'	64'
	60	13.7	51'	66'
$\frac{9}{32}$	50	15.8	53'	69'
	60	16.6	57'	74'
	70	17.3	60'	78'

\*Standard nozzle furnished, unless otherwise specified.

Maximum spacings indicate only the greatest possible spacings without regard to local conditions such as wind, terrain and pressure fluctuations. Closer spacings can be used. Definite recommendations should be made by the person designing the system. Maximum spacing should never exceed 70% of diameter.

### 8255 $\frac{3}{4}$ " Female IPS

Nozzle Size In Inches	PSI at Sprinkler	GPM	Radius of Coverage	Max. Triangular Spacing
$\frac{1}{8}$	40	2.9	37'	48'
	50	3.2	38'	50'
	30	3.1	37'	48'
	40	3.6	38'	50'
$\frac{9}{64}$	50	4.0	39'	51'
	30	3.9	38'	50'
* $\frac{5}{32}$	40	4.6	39'	51'
	50	5.2	40'	52'
	30	4.6	39'	51'
	40	5.4	40'	52'
$\frac{11}{64}$	50	6.1	41'	54'
	30	5.5	41'	54'
$\frac{3}{16}$	40	6.4	42'	55'
	50	7.2	43'	56'

### 8250 $\frac{3}{4}$ " Female IPS

Nozzle Size In Inches	PSI at Sprinkler	GPM	Diameter of Coverage	Max. Triangular Spacing	Precipitation Per Hour
$\frac{1}{8}$	40	2.9	75'	50'	.11
	50	3.2	78'	51'	.12
	30	3.1	76'	50'	.12
	40	3.6	78'	51'	.12
$\frac{9}{64}$	50	4.0	80'	52'	.14
	30	3.9	78'	51'	.14
* $\frac{5}{32}$	40	4.6	80'	52'	.16
	50	5.2	82'	54'	.17
	30	4.6	80'	52'	.16
	40	5.4	82'	54'	.17
$\frac{11}{64}$	50	6.1	84'	55'	.19
	30	5.5	82'	54'	.17
$\frac{3}{16}$	40	6.4	84'	55'	.20
	50	7.2	86'	56'	.22

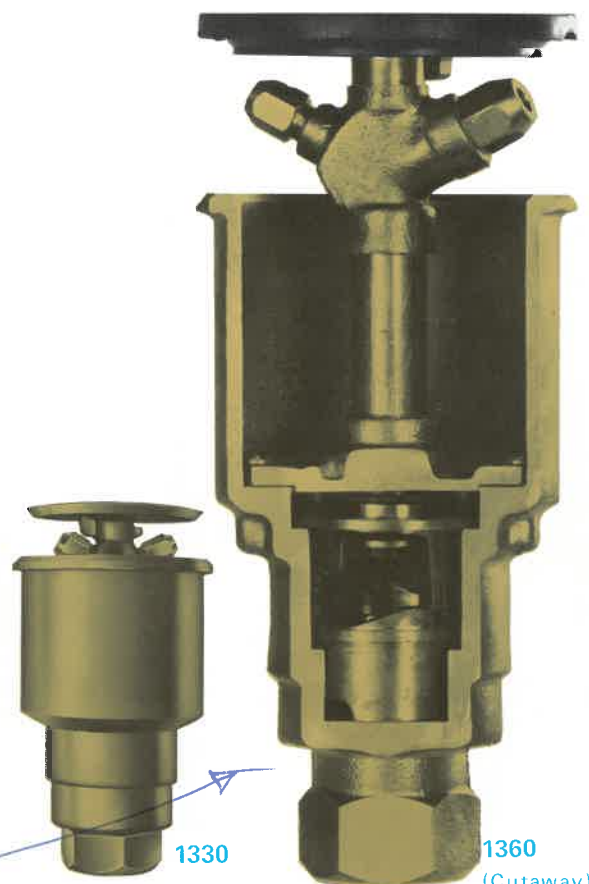
\*Standard nozzle furnished, unless otherwise specified.



### CAM-DRIVE 1360 & 1330

#### FULL CIRCLE 1" FEMALE IPS

- All brass construction.
  - Provides long life.
- Rubber cover standard at no additional cost.
  - Protects players and prevents damages to mowers.
- Speed of rotation adjustable from the surface.
  - Not necessary to disassemble sprinkler.
- Cams of special hard cast alloy.
  - Long trouble free service.
- Pop-up assembly weighted.
  - Prevents hangups.
- Short body allows for shallow trenching.
  - Low installation labor cost.
- Covers large diameters with low gallonage.
  - Low system costs.
- Serviceable without removing sprinkler.
  - No digging.
- Cover is free turning.
  - Prevents internal damages.



#### 1360 1" Female IPS

Nozzle Size In Inches	PSI at Sprinkler	GPM	Diameter of Coverage	Max. Triangular Spacing	Precipitation Per Hour
$\frac{7}{32} \times \frac{3}{16}$	35	13.6	95'	66'	.35
	40	14.7	97'	68'	.35
	45	15.6	100'	70'	.35
	50	16.2	102'	71'	.36
	55	16.7	105'	73'	.35
* $\frac{1}{4} \times \frac{3}{16}$	40	17.0	104'	73'	.36
	45	18.1	106'	74'	.37
	50	19.0	108'	75'	.38
	55	19.7	110'	77'	.37
	60	20.5	112'	78'	.38
$\frac{9}{32} \times \frac{3}{16}$	45	19.9	111'	77'	.38
	50	21.2	113'	79'	.38
	55	22.1	115'	80'	.39
	60	23.1	117'	81'	.40
	65	24.2	119'	81'	.41

\*Standard nozzle furnished, unless otherwise specified.

#### 1330 1" Female IPS

Nozzle Size In Inches	PSI at Sprinkler	GPM	Diameter of Coverage	Max. Triangular Spacing	Precipitation Per Hour
$\frac{3}{16} \times \frac{5}{32}$	30	8.8	83'	58'	.29
	40	10.1	87'	60'	.30
	50	11.3	91'	63'	.31
* $\frac{7}{32} \times \frac{5}{32}$	35	11.5	90'	63'	.32
	45	13.0	93'	65'	.34
	55	14.5	97'	67'	.36
$\frac{1}{4} \times \frac{5}{32}$	40	14.5	99'	69'	.33
	50	16.0	102'	71'	.35
	60	17.6	104'	72'	.38

\*Standard nozzle furnished, unless otherwise specified.

Maximum spacings indicate only the greatest possible spacings without regard to local conditions such as wind, terrain and pressure fluctuations. Close spacings can be used. Definite recommendations should be made by the person designing the system. Maximum spacing should never exceed 70% of diameter.

# General Sprinkler Corporation

P.O. BOX 232 - 909 WEST NIELSEN, FRESNO, CALIFORNIA 93708  
PHONE: AREA CODE 209 268-5561  
CABLE: BUCKNER (FAX) FBQ, FRESNO, CALIFORNIA

PRODUCT LINES

**Buckner®**

SPRINKLERS-AUTOMATIC CONTROLS

**FEBCO**

BACKFLOW PREVENTION DEVICES

## PRODUCT NEWS LETTER

### OPERATIONAL ADJUSTMENT BULLETIN

#### Cam Driven Sprinklers

To insure maximum operating efficiency, always operate sprinklers within the proper pressure range and adjust core setting for maximum satisfaction.

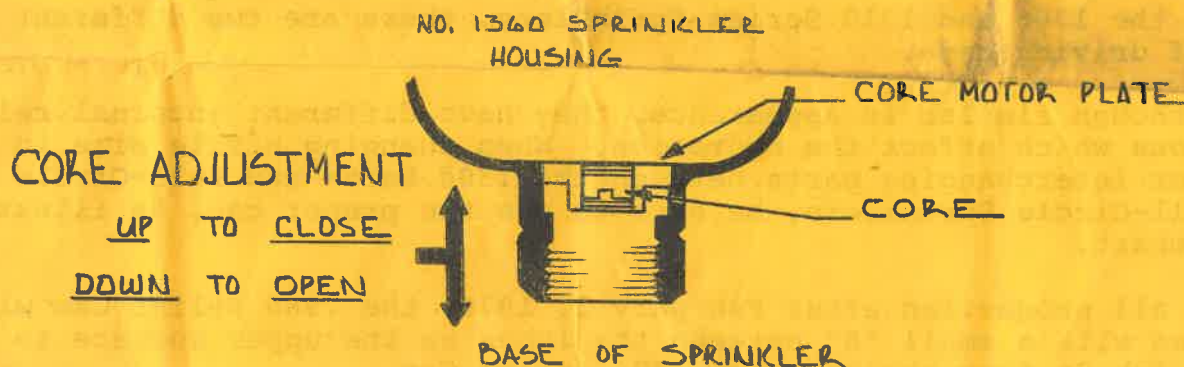
#### CORE SETTINGS

The core in the motor plate of the cam driven sprinkler (See Diagram Below) adjusts the speed of rotation of the sprinkler. These cores are preset at the factory to give normal speed at the middle pressure range. The core settings may need to be changed if the sprinkler is operating at lower or higher pressures or after changing nozzle size.

Core settings are made by turning the adjusting core to the full open position (towards the base of the sprinkler) and turning up the necessary number of revolutions, as printed in the chart on the back of this bulletin.

If a faster speed of rotation is desired, turn the core upward toward the top of the sprinkler.

If a slower speed of rotation is desired, turn the core down toward the base of the sprinkler.



SPRINKLER	NOZZLE SIZE	CORE SETTING	CAM RELIEF	OPERATING PRESSURE MAXIMUM - MINIMUM
1300 Q & T	7/64	3	.980	30 50
1300 H	1/8 5/32	5 3	.980 .990	30 50 30 50
1300 F	1/8 5/32	3 2	.990 .990	30 50 30 50
1310	1/8 x 1/8 5/32 x 1/8 3/16 x 1/8	4 3 2	.990 .990 .990	30 50 30 50 30 50
1330	5/32 x 5/32 3/16 x 5/32 7/32 x 1/8 1/4 x 5/32	6.5 6 4 3		30 50 30 50 35 55 40 60
1360	7/32 x 3/16 1/4 x 3/16 9/32 x 3/16	3 Full-Open Full-Open		35 55 40 60 45 65
1371	5/16 x 7/32 11/32 x 7/32 3/8 x 7/32 13/32 x 7/32	7 4.5 2 Core-Out		50 65 50 65 55 70 60 75
1390	Nonadjustable Core			

#### CAM RELIEF

In the 1300 and 1310 Series Sprinklers, there are two different sizes of driving cams.

Although similar in appearance, they have different internal relief dimensions which affect the operation. When changing nozzle size in the 1300 F or interchanging parts between the 1300 Part- and Full-Circle and 1310 Full-Circle Sprinklers, be sure to use the proper cam, as illustrated in the chart.

On all production after February 1, 1970, the .980 Relief Cam will be marked with a small "8" between the lobes on the upper surface to distinguish it from the unmarked .990 Relief Cam.