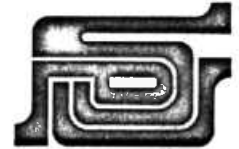


**UNTHANK SEDER POTICHA**  
**ARCHITECTS**



NEIGHBORHOOD FACILITY  
MODEL CITIES  
PORTLAND, OREGON

ADDENDUM NO. 5

ISSUED 21 OCTOBER 1974

TO ALL BIDDERS: THIS ADDENDUM ISSUED PRIOR TO RECEIPT OF BIDS WILL BECOME PART OF THE CONTRACT DOCUMENTS, SUPERSEDING THE ORIGINALS TO THE APPLICABLE EXTENT. BIDDERS SHALL BE RESPONSIBLE FOR ISSUING INFORMATION TO THOSE FURNISHING BIDS AND QUOTATIONS TO THEM.

ARCHITECTURAL

1. SUBSTITUTE ROUGH TEXTURED MACHINE DASHED STUCCO IN LIEU OF BRICK VENEER. PAINT WITH TWO COATS OF EXTERIOR LATEX. BID JUMBO BRICK VENEER AS ALTERNATE NO. 11.
2. INSTRUCTIONS TO BIDDERS, DIVISION 8: BIDS WILL NOT BE RECEIVED AFTER 10 A.M. ON OCTOBER 29, 1974.

ELECTRICAL (SPECIFICATIONS)

1. SECTION 15, PART 2, H-1: CHANGE TO READ: "10000 AMPERE INTERRUPTING CAPACITY."
2. SECTION 16, PART 2, K-3: CHANGE TO READ: "FLUORESCENT BALLASTS SHALL BE HIGH POWER CLASS P FACTOR AND ALL METAL PARTS WILL BE 'BONDERIZED' OR EQUAL, RAPID START, TWO LAMP TYPE WITH C.B.M. AND U.L. APPROVED LABELS."
3. ADD TO SPECIFICATIONS, SECTION 16, PART 2, L:  
  - (1) SCOPE: MAIN AND SUB DISTRIBUTION PANEL DEAD FRONT, DEAD REAR, INDOOR TYPE CONSTRUCTION, CONSISTING OF FREE STANDING SECTIONS JOINED TOGETHER TO FORM ONE ASSEMBLY FOR EACH PANEL. RATING OF DEVICES AND BUS BRACING SHALL BE AS SHOWN ON THE DRAWINGS. ALL SPACES SHOWN ON THE DRAWINGS SHALL BE FULLY BUSSED AND READY FOR DEVICES. MANUFACTURERS SHALL BE SQUARE D, I.T.E., WESTINGHOUSE, GENERAL ELECTRIC, ZINSCO OR APPROVED EQUAL.

DE NORVAL UNTHANK, A.I.A.  
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ELECTRICAL (CONT)

3. CONT.

- (2) METERING PROVISION: SHALL BE PROVIDED IN THE MAIN DISTRIBUTION PANEL. ALL ASPECTS OF THE ELECTRIC SERVICE AND METER REQUIREMENTS SHALL BE COORDINATED WITH THE POWER COMPANY PRIOR TO BIDDING.
- (3) SPECIAL NAMEPLATE: THE MAIN DISTRIBUTION PANEL SHALL HAVE NAMEPLATE OVER THE CURRENT TRANSFORMER COMPARTMENT WHICH GIVES THE ARCHITECTS AND ENGINEERS FIRM NAMES AND DATE IN ONE-HALF INCH HIGH LETTERS. NAMEPLATE SHALL BE LAMINATED PHENOLIC.

*K.M. Hammon*

K.M. Hammon  
Purchasing Agent

MECHANICAL ADDENDUM NO. 5

DRAWINGS:

1. Substitute Drawing RM-2 for M-2.
2. Substitute M-1 revised 10-18-74 and M-3 revised 10-18-74.
3. On Drawing M-3 change refrigerant line sizes to those shown on RM-2. Change locations of HW-1, 3"-FD-1 and water header in Room 105 to agree with RM-2.

Supply ductwork shown on M-3 to be sound attenuated. Ductwork in mechanical room to be sound attenuated. Round ductwork exposed in space to be unattenuated and uninsulated.

SPECIFICATIONS:

1. Eliminate steam piping and all references in other Sections.
2. Section 15650 - Substitute air cooled condensing unit as follows for Compressor-Condenser:

AIR COOLED CONDENSING UNIT:

Arrange for upblast discharge. Unit to contain single or multiple serviceable hermetic compressor equipped with temperature sensitive thermostat in motor winding, forced feed lubrication system with reversible oil pump, automatic crankcase heater, gas muffler. Provide high and low safety pressure switches and low pressure operating switch. High head and low oil pressure switches to be manual reset. Unit is to be arranged for automatic pump-down through a five minute time delay to prevent cycling. Unit to be factory pre-wired for one connection by electrician.

Automatic capacity control by oil pressure actuated mechanism for reduction to 25% capacity. When hot gas bypass is required, provide one for each refrigerant circuit.

Arrange last pass of condenser coil for 15° liquid sub-cooling. Condenser to hold full pump-down of system; or provide receiver between condenser and sub-cooling coil

Select unit to provide required capacity at 95° ambient. Select condenser and compressor to permit continuous operation when outside ambient reaches 115°.

Check electrical plans for phase, voltage and power available. See Electrical Equipment paragraphs. Starter to be in cabinet or in weatherproof enclosure.

AIR COOLED CONDENSING UNIT: (Continued)

Provide housed spring isolators for 1" static deflection with horizontal and vertical constants equal. Bolt to unit and support for earthquake protection.

Carrier, Trane, Bohn

3. Section 15700 - Eliminate steam specialties. Substitute Air Handler as follows for Multizone:

AIR HANDLER:

Double width, double inlet, forward curved, Class I duty fans. Provide motor, sheaves and adjustable motor mounting bracket mounted on casing structure. Size V-belt drive for 150% of motor rating. Provide belt guard. Fans statically and dynamically balanced with wheels on shaft.

Provide grease lubricated, self-aligning, fan shaft bearings with pressure relief type hydraulic fittings.

See Electrical Section 15050 for motors and starters.

Insulate inside of cabinet with 1" thick fiberglass insulation, held in place with mastic. Bonderize cabinet and paint or galvanize after forming. Provide access through removable panels.

Drain pan insulated with 1/4" minimum rigid insulation cemented in place and covered with a waterproof sealer.

For coil specification, see separate paragraph.

Furnish and mount on spring vibration absorbers sized for 1" static deflection with horizontal and vertical constant equal.

Provide fan drives of one or two belts with adjustable sheaves to deliver required cfm. Design rpm must fall in middle range of sheaves. Over two belts provide solid sheaves and have exchanges of sheaves and belts available at no charge to Balancer.

Select fans with static efficiencies so that BHP requirements do not exceed that shown at design total static pressure.

See Filter Paragraph in Section 15800. Provide in side loading slide rack.

Trane, Carrier, Pace, Bohn, Westinghouse, Aladdin, Marlo, D-B.



4. Section 15700 - Substitute Electric Blast Coil as follows for Steam Heating Coil.

ELECTRIC BLAST COIL:

Slip-in or flanged full cased, U.L. approved, with elements wound of 80% nickel and 20% chromium wire. Maximum watt density to be 40 watts per square inch of element surface. Elements mounted in bushings and insulators of high temperature ceramic and ending with stainless steel terminals and nuts. Bracket supports for wire to be reinforced with stiffening ribs and gussets, and spaced no more than 4" apart.

Heating elements to be sub-divided as required to meet all applicable City, State, National Electrical Code, and for steps called for on drawing schedule. Wire three phase coils for balanced 3 phase operation. See electrical plans for phase and voltage.

In an enclosure at the coil provide:

- a. Double safety protection in the form of automatic reset thermal cut-out in the control circuit and heat limiters in the power legs.
- b. Magnetic contactors for each step.
- c. Standard fusing as required. Line side disconnect per NEC.
- d. Differential air pressure switch to prevent operation if air is not moving.

All items above to be pre-wired at the factory. Complete unit to have U.L. label for pre-wired enclosure and for zero clearance installation.

Electrical Contractor will wire from power supply and make connections to terminals at disconnect switch on coil enclosure. Coil capacity, number of steps, and enclosure location are shown on drawing schedule.

Check physical dimensions of coil and revise dimensions if necessary to maintain air velocity through coil as recommended by coil manufacturer.

Furnish contractor with wiring diagram for control installation.

Harver, Raywall, Brash, Teton, Indeeco, Nelco, Vulcan, Delta Flo

5. Section 15800 - Eliminate Sub-Floor Duct and Floor Supplies.

6. Section 15900 - Eliminate Multizone Control and substitute Air Handler Control as follows:

AIR HANDLER CONTROL:

Close outside air damper on unit shutdown.

Zone thermostats to be automatic heating-cooling.

Control outside, return and relief dampers to provide cooling according to zone requiring most cooling. When further cooling is required operate liquid solenoid valves in sequence, upstream one first. Lock out refrigeration below 55°F outside temperature and when fan is not running. Above 75°F outside temperature, return dampers to minimum outside air setting shown on drawings and continue to provide cold deck according to zone requiring most cooling with separate controller.

See hot gas bypass control in Section 15650.

On call for heating operate electric blast coil contactors with step controller. Controller elements must have capacity to break circuit and return to full off on any failure.

Connect thermal cut-out furnished with coil and integrate into control system. Provide time delay to keep fan operating 90 seconds after shutdown of last heater element. Provide fused control transformer as required.

Operate unit from building time clock. Interlock toilet room exhaust fan.

ADDENDUM NO. 6  
OCTOBER 22, 1974

NEIGHBORHOOD FACILITY  
MODEL CITIES  
PORTLAND, OREGON

UNTHANK, SEDER, POTICHA  
259 East 5th Avenue  
Eugene, Oregon 97401

To All Bidders: This addendum issued prior to receipt of bids will become part of the contract documents, superseding the originals to the applicable extent. Bidders shall be responsible for issuing information to these furnishing bids and quotations to them.

ELECTRICAL

A. Sheet E-2:

1. Two offices located at East end of building, delete 1 KW baseboard shown and add 2 KW baseboard at each office. Provide 1-30 amp, 2 pole breaker at Panel "C" circuits 44.46. Wire size No. 10, connect complete.

2. Two offices located at Southwest end of building, delete 1 KW baseboard shown and add 2 KW baseboard at each office. Provide 1-30 amp, 2 pole breaker at Panel "C" circuits 48.50. Wire size No. 10, connect complete.

B. Sheet E-1:

1. Note 11 should read, "Verify all underground service entrance requirements with Pacific Power & Light Company (226-7411) prior to submittal of bids. If Power Company requires a pad mounted transformer location shall be verified with Architect prior to any rough-in."

*K. M. Hammon*

K. M. Hammon  
Purchasing Agent

J. FLOOR RECEPTACLES

1. FLOOR BOXES SHALL BE FULLY ADJUSTABLE BEFORE AND AFTER CONCRETE POUR. WATERTIGHT CONSTRUCTION, HUBBELL DUALEVER OR APPROVED EQUAL.
2. FLUSH RECEPTACLE SHALL BE HUBBELL NO. 5262.
3. COMBINATION PEDESTAL TELEPHONE AND RECEPTACLE SHALL BE SATIN ALUMINUM FINISH SQUARE "D" NO. G6.
4. ACCESSORIES SHALL BE PROVIDED FOR FLOOR COVERING MATERIAL AS REQUIRED.

K. LIGHTING FIXTURES AND LAMPS

1. ALL LIGHT OUTLETS SHALL BE SUPPLIED WITH A FIXTURE. OUTLET SYMBOLS ON THE DRAWINGS WITHOUT A TYPE DESIGNATION SHALL HAVE A FIXTURE THE SAME AS THOSE USED IN SIMILAR OR LIKE LOCATIONS.
2. LAMPS SHALL BE MANUFACTURED BY SYLVANIA, WESTINGHOUSE, CHAMPION AND GENERAL ELECTRIC COMPANY. INCANDESCENT LAMPS TO BE 130 VOLT RATED, INSIDE FROSTED, EXCEPT WHERE OTHERWISE SPECIFIED. FLUORESCENT LAMPS SHALL BE RAPID START, WARM WHITE.
3. FLUORESCENT BALLASTS SHALL BE HIGH POWER FACTOR AND ALL METAL PARTS WILL BE "BONDERIZED" OR EQUAL, RAPID START, TWO LAMP TYPE WITH C.B.M. AND U.L. APPROVED LABELS. ALL BALLASTS SHALL BE FUSED, OR GENERAL ELECTRIC BONUS LINE BALLASTS.
4. FIXTURES SHALL BE LEFT CLEAN AT THE TIME OF ACCEPTANCE OF THE WORK AND EVERY ITEM SHALL BE IN OPERATION. THE RESPONSIBILITY FOR CLEANING OR PROTECTING OF FIXTURES FROM DIRT, DUST, PAINT, DEBRIS, ETC., SHALL REST WITH THE CONTRACTOR. IF FIXTURES ARE DIRTY AT COMPLETION OF THE PROJECT, THE CONTRACTOR SHALL CLEAN THEM AT NO ADDITIONAL COST TO THE OWNER.
5. CONTRACTOR SHALL VERIFY CEILING CONSTRUCTION, RECESSING DEPTH AND ALL OTHER CONSTRUCTION DETAILS PRIOR TO RELEASE OF FIXTURE FOR SHIPMENT. PLASTER FRAME SHALL BE PROVIDED FOR ALL FIXTURES IN PLASTER CEILINGS. WHERE DISCREPANCIES OCCUR, THE ARCHITECT SHALL BE NOTIFIED IMMEDIATELY. THE CONTRACTOR SHALL TAKE ALL RESPONSIBILITY FOR ADDITIONAL COST DUE TO ERRORS ARISING AFTER FIXTURES ARE RELEASED FOR SHIPMENT.

F. NOISE AND VIBRATION ISOLATION

MOTORS AND CONTACTORS: WHERE INDIVIDUAL MOTOR STARTERS, AND MAGNETICALLY HELD CONTACTORS AND RELAYS ARE SHOWN, THEY SHALL BE MOUNTED ON SOUND DAMPENERS, KORFUND OR EQUAL, AND ALL CONDUIT CONNECTION TO BE WITH FLEXIBLE CONDUIT. ALL MOTOR WIRING CONNECTIONS TO BE FLEXIBLE CONDUIT, (SEALTITE TYPE IN CERTAIN LOCATIONS AS DESCRIBED ELSEWHERE IN THESE SPECIFICATIONS). NON-FLEXIBLE CONDUIT TO MOTORS, SHALL NOT BE ATTACHED TO THE EQUIPMENT BEING ISOLATED, SUCH AS HOUSINGS, PLENUMS, DUCTS, ETC. WHERE SURFACE CONDUITS MUST BE INSTALLED TO THE MOTOR, SUPPORT FOR SUCH CONDUIT MUST BE INDEPENDENT OF ADJACENT MECHANICAL EQUIPMENT.

G. TELEPHONE PROVISIONS

1. TELEPHONE PROVISIONS SHALL CONSIST OF OUTLETS AND CONDUITS AS SHOWN ON THE DRAWINGS. ALL WIRING, INSTRUMENTS ETC, TO BE PROVIDED BY THE TELEPHONE CO., EXCEPT WHERE SPECIFIED OR NOTED ON THE DRAWINGS.
2. WALL OUTLETS TO BE 4 INCH SQUARE BOXES WITH SINGLE GANG DEVICE COVERS WITH 1/2 INCH BUSHED OPENING.
3. MINIMUM SIZE CONDUIT 3/4 INCH UNLESS OTHERWISE INDICATED ON THE DRAWINGS, AND ALL ROUGH-IN METHODS TO COMPLY WITH SUCH DESCRIPTION OF MATERIALS AND WORK AS DESCRIBED IN THESE SPECIFICATIONS.

H. BRANCH CIRCUIT PANELS

1. 120/208 VOLT PANELS TO BE OF THERMAL MAGNETIC CIRCUIT BREAKER TYPE, QUICK-MAKE, QUICK-BREAK, 5,000 AMPERE INTERRUPTING CAPACITY, SQUARE D, TYPE "NQO", I.T.E., WESTINGHOUSE, GENERAL ELECTRIC, ZINSCO EQUIVALENT.
- "
2. IDENTIFICATION CARDS IN PANEL DOORS SHALL BE FILLED OUT CLEARLY AND NEATLY TO IDENTIFY ALL OUTLETS AND TO BE TYPEWRITTEN. PROVIDE 6 X 8 INCH DIRECTORY SPACE ON EACH PANEL DOOR. PANELS TO BE FITTED WITH FLUSH LIFT LATCHES AND LOCKS, KEYED ALIKE.

I. MOTOR STARTERS

MANUAL MOTOR STARTERS TO BE QUICK-MAKE, QUICK-BREAK, WITH THERMAL OVERLOAD PROTECTION, NEMA 1 ENCLOSURES UNLESS OTHERWISE INDICATED ON THE DRAWINGS, GENERAL ELECTRIC CR 101 FOR 120/208 VOLT, 1 HP OR LESS, CR 1062 FOR 480 VOLTS.

2. FIXTURE OUTLET WILL BE MINIMUM, 4 INCH OCTAGON BOX, 1 1/2 INCHES DEEP, WITH 3/8 INCH FIXTURE STUDS. PROVIDE RAISE COVERS ON BRACKET OUTLETS AND ON CEILING OUTLETS IF REQUIRED.
3. MOUNTING HEIGHTS: VERIFY HEIGHT OF ALL OUTLETS NOT COVERED BELOW WITH ARCHITECT.

TELEPHONE OUTLET	12"
DUPLEX RECEPTACLE	12"
LIGHTING SWITCH	48"
BRANCH PANEL	6'0"

C. GROUNDING

THE GROUNDED NEUTRAL OF THE SECONDARY DISTRIBUTION SYSTEM SHALL BE SUPPLEMENTED BY AN EQUIPMENT GROUNDING SYSTEM TO PROPERLY SAFEGUARD THE EQUIPMENT AND PERSONNEL. THE EQUIPMENT GROUNDING SYSTEM SHALL BE INSTALLED SO ALL METALLIC STRUCTURES, ENCLOSURES, RACEWAYS, JUNCTION BOXES, CABINETS, MACHINE FRAMES, PORTABLE EQUIPMENT AND OTHER CONDUCTIVE ITEMS IN CLOSE PROXIMITY WITH ELECTRICAL CIRCUITS OPERATE CONTINUOUSLY AT GROUND POTENTIAL AND PROVIDE A LOW IMPEDANCE PATH FOR POSSIBLE GROUND FAULT CURRENTS. THE SYSTEM SHALL COMPLY WITH THE NATIONAL ELECTRICAL CODE.

D. EQUIPMENT CONNECTIONS

1. PROVIDE ALL ELECTRICAL CONNECTIONS COMPLETE FOR ALL ITEMS OF EQUIPMENT REQUIRING SUCH CONNECTIONS, EXCEPT HEATING AND VENTILATING AUTOMATIC CONTROL WIRING, WHICH IS COVERED UNDER ANOTHER SECTION OF THE SPECIFICATIONS.
2. THE LOCATION AND METHOD FOR CONNECTING TO EACH ITEM OF EQUIPMENT SHALL BE VERIFIED PRIOR TO ROUGHING-IN. THE VOLTAGE AND PHASE OF EACH ITEM OF EQUIPMENT SHALL BE CHECKED BEFORE CONNECTING AND IF NOT PROPER FOR THE ENERGY AVAILABLE, THE ARCHITECT SHALL BE PROMPTLY NOTIFIED. MOTOR ROTATIONS SHALL BE MADE IN THE PROPER DIRECTIONS. MINIMUM SIZE FLEX FOR MECHANICAL EQUIPMENT SHALL BE 1/2 INCH, EXCEPT AT SMALL CONTROL DEVICES 3/8 INCH FLEX MAY BE USED. MOTORS TO BE CONNECTED WITH "SEALTITE" FORMING A COMPLETE "U" SHAPED LOOP. PUMP MOTORS ARE NOT TO BE TEST RUN UNTIL LIQUID IS IN THE SYSTEM.

E. SIGNS AND MARKING

1. IN ALL SERVICE, DISTRIBUTION EQUIPMENT AND MOTOR CONTROL CENTERS, PROVIDE INDIVIDUAL, ENGRAVED MICARTA SIGNS FOR EACH SERVICE AND DISTRIBUTION SWITCH, BREAKER OR STARTER TO CLEARLY INDICATE LOAD SERVED, OR PANEL DESIGNATION AND VOLTAGE, AND SECURE TO EACH SWITCH, PANEL OR STARTER. SIGN MOUNTING SHALL BE BY SCREWS OR APPROVED PERMANENT ADHESIVE.

PART 2 - BASIC MATERIALS AND METHODS

A. CONDUIT SYSTEM

1. RIGID STEEL CONDUIT SHALL BE USED IN DIRECT CONTACT WITH EARTH AND CONCRETE OR IN MECHANICAL ROOM UP TO EIGHT FEET ABOVE FLOOR.
2. ELECTRIC METALLIC TUBING OR RIGID ALUMINUM CONDUIT CAN BE USED IN ALL AREAS EXCEPT AS NOTED IN PARAGRAPH 1 ABOVE.
3. FITTINGS: CONDUIT BUSHING SHALL BE INSULATED TYPE, E.M.T. AND FLEX FITTING SHALL BE FACTORY PRE-INSULATED GLAND OR COMPRESSION TYPE.
4. CONDUIT SUPPORTS SHALL BE ONE OR TWO HOLE STRAPS. CONDUIT IN CEILING SPACE SHALL BE SUPPORTED BY MIN-A- CLIPS OR OTHER APPROVED METHOD. WIRE WILL NOT BE ALLOWED FOR SUPPORTING CONDUIT.

B. CONDUCTORS AND SPLICES

1. CONDUCTORS SHALL BE COPPER, STRANDED LARGER THAN NO. 10. INSULATION SHALL BE THW, 600 VOLT. CONDUCTOR IN CONTINUOUS ROW AND RECESSED FIXTURES SHALL BE WIRED WITH RHH INSULATED WIRE.
2. SPLICES SHALL BE MADE WITH "SCOTCHLOCK" CONNECTORS. LEAVE 6 INCHES WIRE PIGTAIL IN ALL OUTLETS.

C. DEVICES AND OUTLETS

1. DEVICES SHALL BE BROWN AS FOLLOWS, MANUFACTURED BY HUBBELL, ARROW-HART, SLATER, LEVITON OR APPROVED EQUAL. HUBBELL NUMBERS LISTED.
  - a. SINGLE POLE SWITCH, 15A, 125 VOLT, NO. 1101.
  - b. TWO POLE SWITCH, 15A, 125 VOLT, NO. 1102.
  - c. THREE WAY SWITCH, 15A, 125 VOLT, NO. 1103.
  - d. FOUR WAY SWITCH, NO. 1104.
  - e. DUPLEX RECEPTACLE, 3 WIRE, GROUNDED, 15A, 125 VOLTS, NO. 5252.
  - f. WEATHERPROOF DUPLEX RECEPTACLE, 3 WIRE, GROUND, 15A, 125 VOLT, NO. 5214, MOUNT HORIZONTAL WITH HWGE UP.
  - g. FINISH PLATES, BROWN PLASTIC, PLAIN SERRIA SERIES "P".

L. SHOP DRAWINGS

1. PRIOR TO ORDERING EQUIPMENT, AND PRIOR TO CONTRACTOR'S FIRST APPLICATION, FOR PAYMENT, THE CONTRACTOR SHALL WITHIN 15 DAYS AFTER AWARD OF THIS WORK, SUBMIT FOUR COMPLETE LISTS, BOUND IN NOTEBOOK FORM, TO THE ARCHITECT, OF MATERIALS AND EQUIPMENT HE PROPOSES TO FURNISH. LIST SHALL BEAR CONTRACTOR'S STAMP, SIGNATURE, OR OTHER MEANS TO SHOW THAT HE HAS INSPECTED SAME AND CERTIFIED THAT SUBMITTED MATERIAL IS CORRECT IN REGARD TO QUANTITY, SIZE, DIMENSION, QUALITY AND IS COORDINATED WITH THE CONTRACT DOCUMENTS.
2. EACH LIST SHALL SHOW CUTS OR PICTURES, TYPE SIZE, RATING, STYLE, CATALOG NUMBERS, AND MANUFACTURER'S NAME OF EACH ITEM.

PROVIDE COMPLETE MATERIAL (ALL MATERIALS) LIST SHOWING "MATERIAL ITEM", "MANUFACTURER'S NAME AND CATALOG NUMBER".

EXAMPLE: USE THE FOLLOWING FORM.

JOB NAME: \_\_\_\_\_ ELECTRICAL CONTRACTOR'S NAME: \_\_\_\_\_

MATERIAL ITEM

MANUFACTURER & NUMBER



H. AS-INSTALLED DRAWING

ON COMPLETION OF WORK, FURNISH ARCHITECT MARKED DRAWINGS SHOWING ALL CHANGES OR VARIATIONS FROM THE DESIGN PLANS. SHOW EXACT ROUTING OF CONCEALED CONDUITS AND LOCATIONS OF STUBS, JUNCTION BOXES AND PULL BOXES.

I. DEMOLITION

1. CONTRACTOR SHALL REMOVE ALL EXISTING WIRING, CONDUIT, OUTLETS AND EQUIPMENT WHICH WILL NOT BE REUSED IN THE FINISHED PROJECT.
2. PATCHING OF ALL HOLES MADE BY THIS CONTRACTOR SHALL BE REPAIRED BY SAME UNLESS SPECIALEY NOTED OTHERWISE IN OTHER SECTIONS OF THIS SPECIFICATION.

J. EQUIPMENT MOUNTING

1. EVERY FASTENING DEVICE AND SUPPORT FOR ELECTRICAL EQUIPMENT, FIXTURES, PANEL OUTLETS, CONDUITS AND CABINETS INSTALLED, SHALL BE CAPABLE OF SUPPORTING NOT LESS THAN FOUR TIMES THE ULTIMATE WEIGHT OF THE OBJECT OR OBJECTS FASTENED TO, OR SUSPENDED FROM, THE BUILDING STRUCTURE.
2. WHERE ROOF TOP EQUIPMENT, PANEL TELEPHONE BOARD, ETC. ARE SHOWN, THIS CONTRACTOR SHALL PROVIDE ALL CHANNELS AND HARDWARE REQUIRED FOR MOUNTING OF ELECTRICAL EQUIPMENT.

K. APPROVAL OF SUBSTITUTE MATERIALS

1. ELECTRICAL MATERIALS SHALL BE OF THE TYPE AND QUALITY SPECIFIED, NEW, LISTED BY THE UNDERWRITERS' LABORATORIES, SHALL BEAR THEIR LABEL WHEREVER STANDARDS HAVE BEEN ESTABLISHED AND LABEL SERVICE IS REGULARLY FURNISHED BY THEM. SPECIFIED BRANCH NAMES AND CATALOG NUMBERS ARE USED TO ESTABLISH STANDARDS OF PERFORMANCE AND QUALITY.
2. SUBSTITUTE MATERIAL IS SUBMITTED TO THE ARCHITECT FOR HIS APPROVAL TEN DAYS PRIOR TO BID OPENING DATE, IN DUPLICATE, WRITTEN AND WITH CATALOG SHEETS OR FORMS.

2. THE ELECTRICAL DRAWINGS ARE DIAGRAMMATIC, BUT SHALL BE FOLLOWED AS CLOSELY AS POSSIBLE.
3. EXACT LOCATIONS, DISTANCES, LEVELS, DOOR SWINGS, CABINET DETAILS, ETC., SHALL BE VERIFIED WITH OTHER SECTIONS OF THE DOCUMENTS AND COORDINATED WITH OTHER TRADES PRIOR TO ROUGH-IN.
4. OUTLETS OR EQUIPMENT SHOWN ON THE PLANS, WITH NO SUPPLY CONDUIT OR CONDUCTORS INDICATED, SHALL BE COMPLETED IN THE SAME MANNER AS SIMILAR OR LIKE OUTLETS OR EQUIPMENT SHOWN ON THE DRAWINGS AND NO EXTRA COMPENSATION WILL BE ALLOWED FOR THE WIRING OF THESE OUTLETS OR EQUIPMENT.

F. CODES

INSTALLATION SHALL COMPLY WITH LATEST RULES AND REGULATIONS OF THE CODES OF THE STATE AND LOCAL AUTHORITIES HAVING JURISDICTION AND SERVING UTILITY COMPANIES. THE CONTRACTOR SHALL FURNISH WITHOUT EXTRA CHARGE, ANY ADDITIONAL MATERIALS AND LABOR THAT MAY BE REQUIRED FOR COMPLIANCE WITH THESE LAWS, RULES AND REGULATIONS, EVEN THOUGH THE WORK IS NOT MENTIONED IN THESE SPECIFICATIONS OR SO SHOWN IN THE DRAWINGS.

G. INSPECTION AND GUARANTEE

1. INSPECTION AND APPROVAL OF ALL WORK SHALL BE PERFORMED PRIOR TO COVERING BY CONCRETE OR OTHER MATERIALS BY THE ARCHITECT. CONTRACTOR SHALL NOTIFY ARCHITECT WHEN WORK IS READY FOR INSPECTION. COST OF UNCOVERING AND MAKING REPAIRS WHERE UNINSPECTED WORK HAS BEEN COVERED OR CLOSED IN SHALL BE BORNE BY CONTRACTOR.
2. GUARANTEE: WITHOUT ADDITIONAL CHARGE, REPLACE ANY WORK OR MATERIAL WHICH DEVELOPS DEFECTS, EXCEPT FROM ABUSE, WITHIN ONE YEAR FROM ACCEPTANCE. LAMP GUARANTEE IS FROM DATE OF OWNER OCCUPANCY OR ACCEPTANCE: 30 DAYS FOR INCANDESCENT; SIX MONTHS FOR FLUORESCENT. LABOR FOR LAMP INSTALLATION TO BE PROVIDED BY CONTRACTOR ONLY FOR SIXTY DAYS AFTER FINAL ACCEPTANCE.

LEAVE THE ENTIRE ELECTRICAL SYSTEM INSTALLED UNDER THIS CONTRACT IN CLEAN, DUST-FREE, AND PROPER WORKING ORDER.

PART 1 - GENERAL

A. GENERAL CONDITIONS

THE INSTRUCTIONS TO BIDDERS, GENERAL CONDITIONS AND GENERAL REQUIREMENTS ARE A PART OF THIS SPECIFICATION AND GOVERN WHETHER OR NOT BOUND HERewith.

B. SCOPE

1. FURNISH ALL LABOR AND MATERIALS TO COMPLETE ALL ELECTRICAL WORK AS SHOWN ON DRAWINGS AND/OR HEREIN SPECIFIED.
2. INCLUDES ELECTRICAL POWER CONNECTION TO OWNERS EQUIPMENT AND EQUIPMENT INSTALLED BY OTHER CRAFTS.
3. CONTRACTOR SHALL COORDINATE ALL ASPECTS OF THE ELECTRIC AND TELEPHONE SERVICES WITH THE UTILITY COMPANY. NO COMPENSATION WILL BE ALLOWED THE CONTRACTOR FOR ADDITIONAL WORK OR EQUIPMENT NOT COVERED IN THE BID DOCUMENTS.

C. VISITING SITE

BIDDER SHALL VISIT SITE OF PROPOSED CONSTRUCTION AND VERIFY OR DETERMINE ALL THE EXISTING CONDITIONS THAT MIGHT AFFECT THE WORK AND SHALL INCLUDE ANY ADDITIONAL COST IN THE BID PRICE FOR ADDITIONAL WORK.

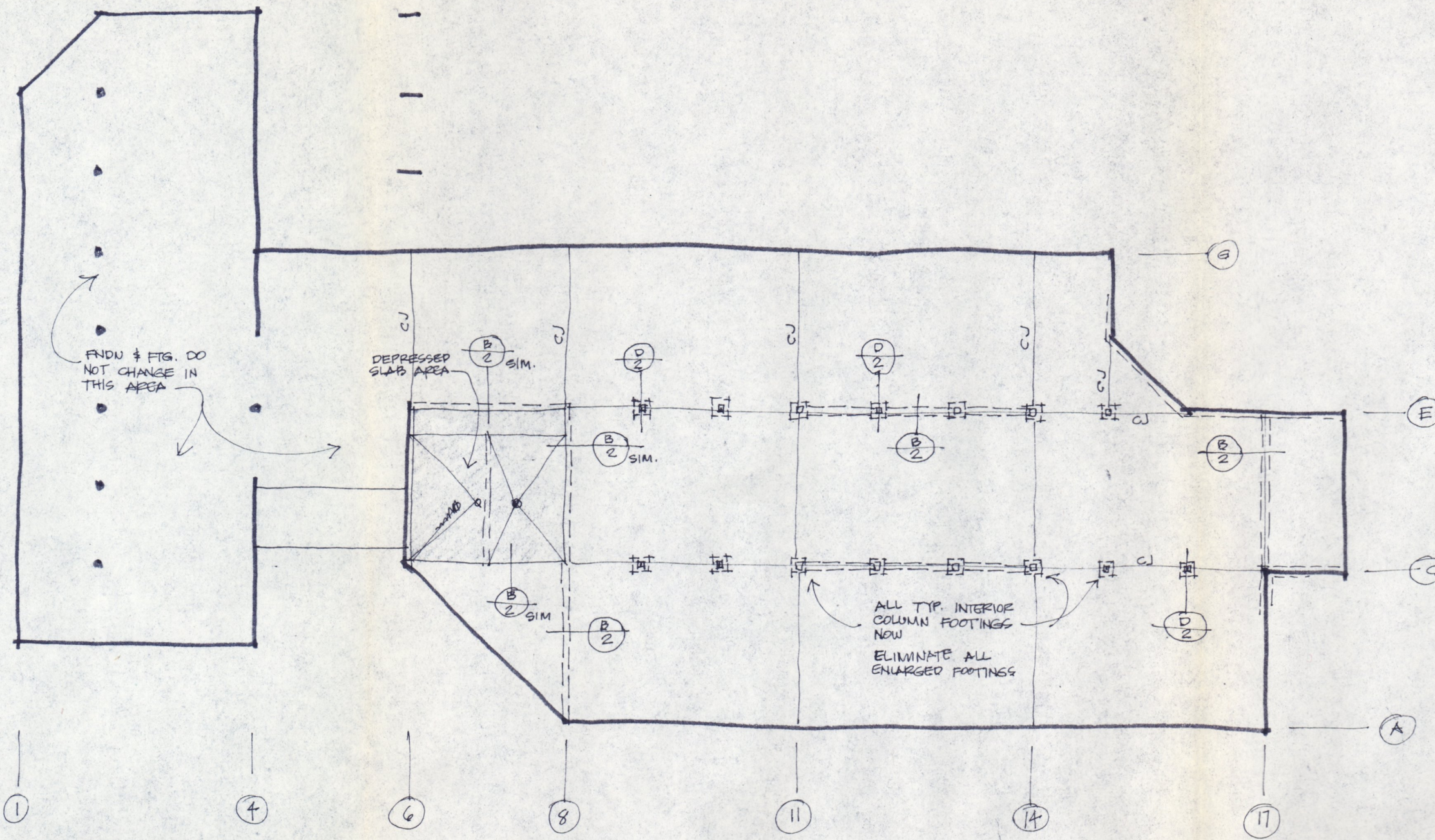
D. DEFINITIONS

1. ALL REFERENCES IN THIS SECTION TO "CONTRACTOR" MEAN ELECTRICAL SUB-CONTRACTOR.
2. WHERE THE WORDS, "FURNISH, PROVIDE OR INSTALL" APPEAR, THE CONTRACTOR WILL INSTALL, PROVIDE, WIRE, AND CONNECT THE COMPLETE ITEM UNLESS OTHERWISE NOTED.
3. WHERE THE WORD "ARCHITECT" IS USED IT SHALL BEAR THE MEANING OF THE ARCHITECT OR HIS APPOINTED REPRESENTATIVE.

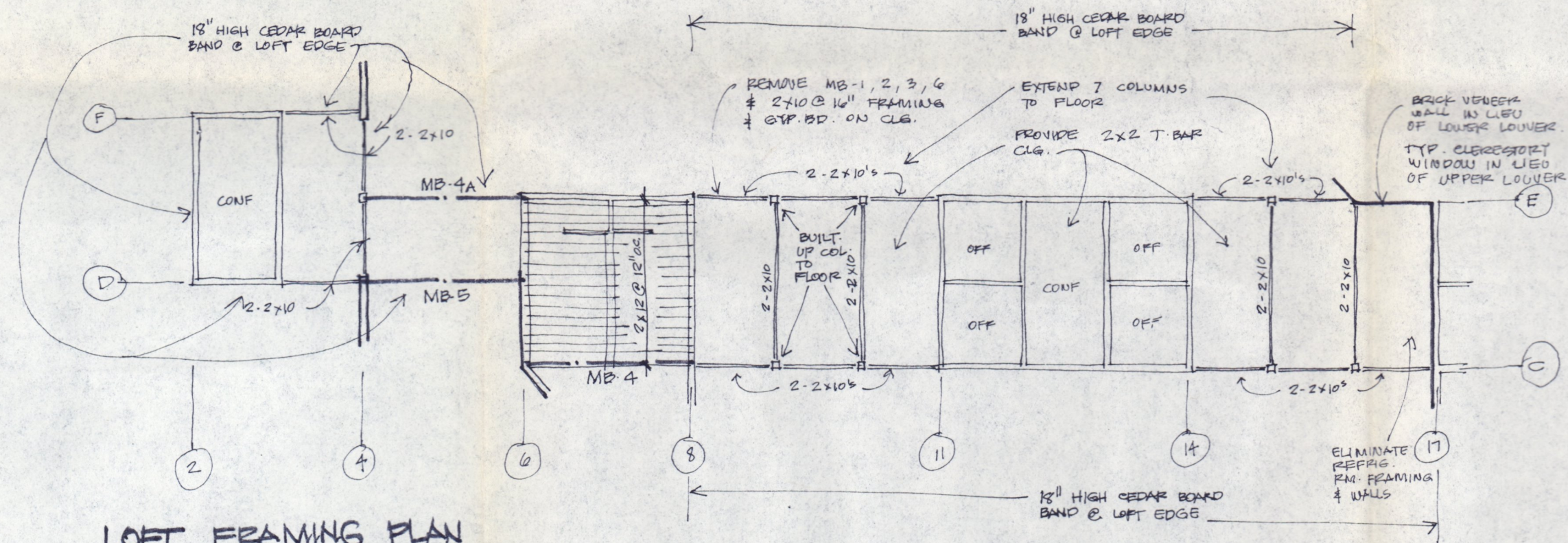
E. DRAWINGS

1. THE DATA COVERED BY THESE DOCUMENTS ARE AS EXACT AS COULD BE SECURED, HOWEVER THEIR ABSOLUTE ACCURACY IS NOT GUARANTEED.

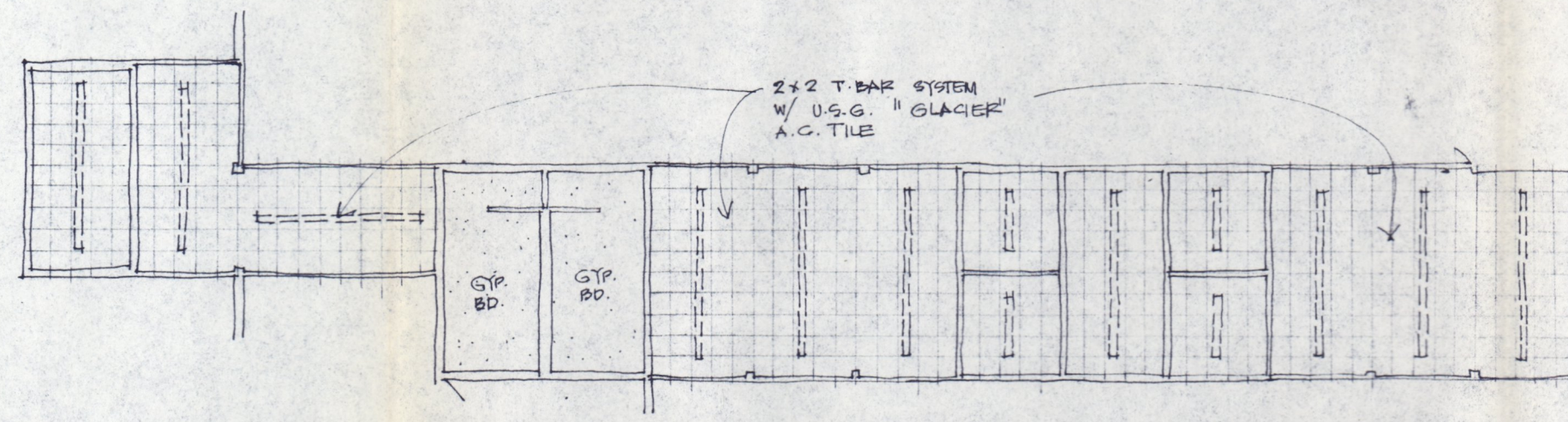




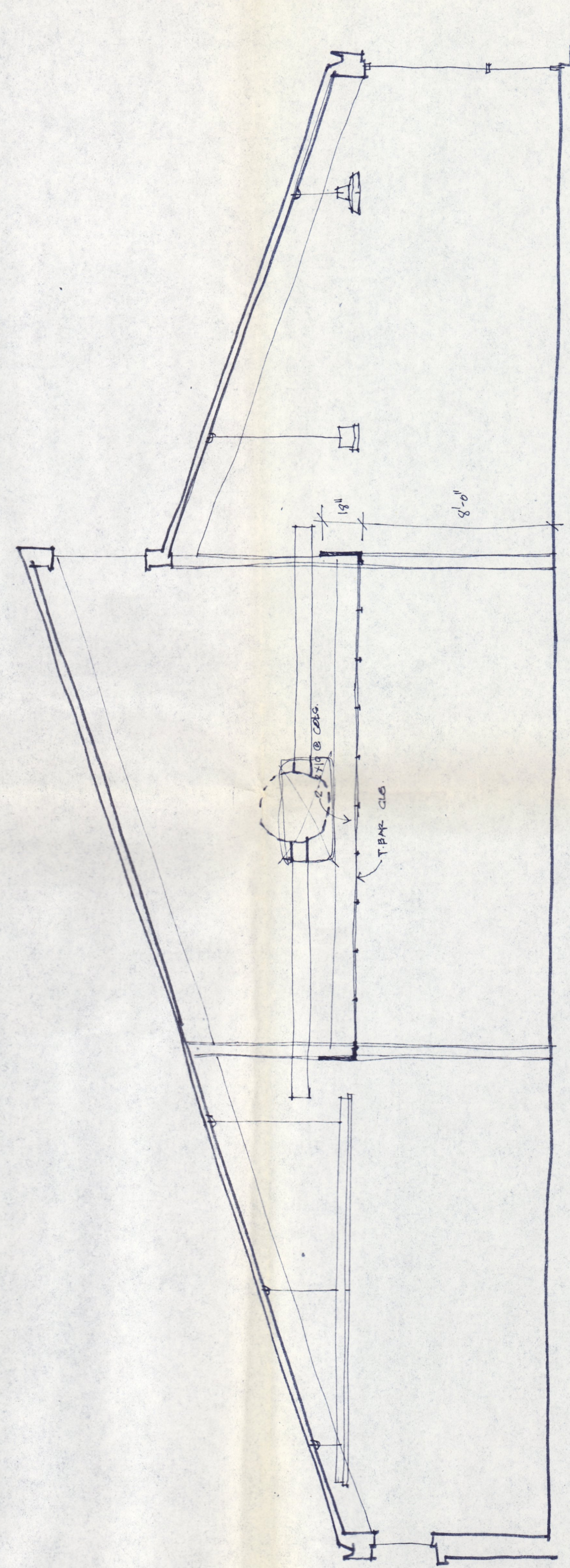
FNDN PLAN



LOFT FRAMING PLAN



REFLECTED CLG. PLAN



SECTION

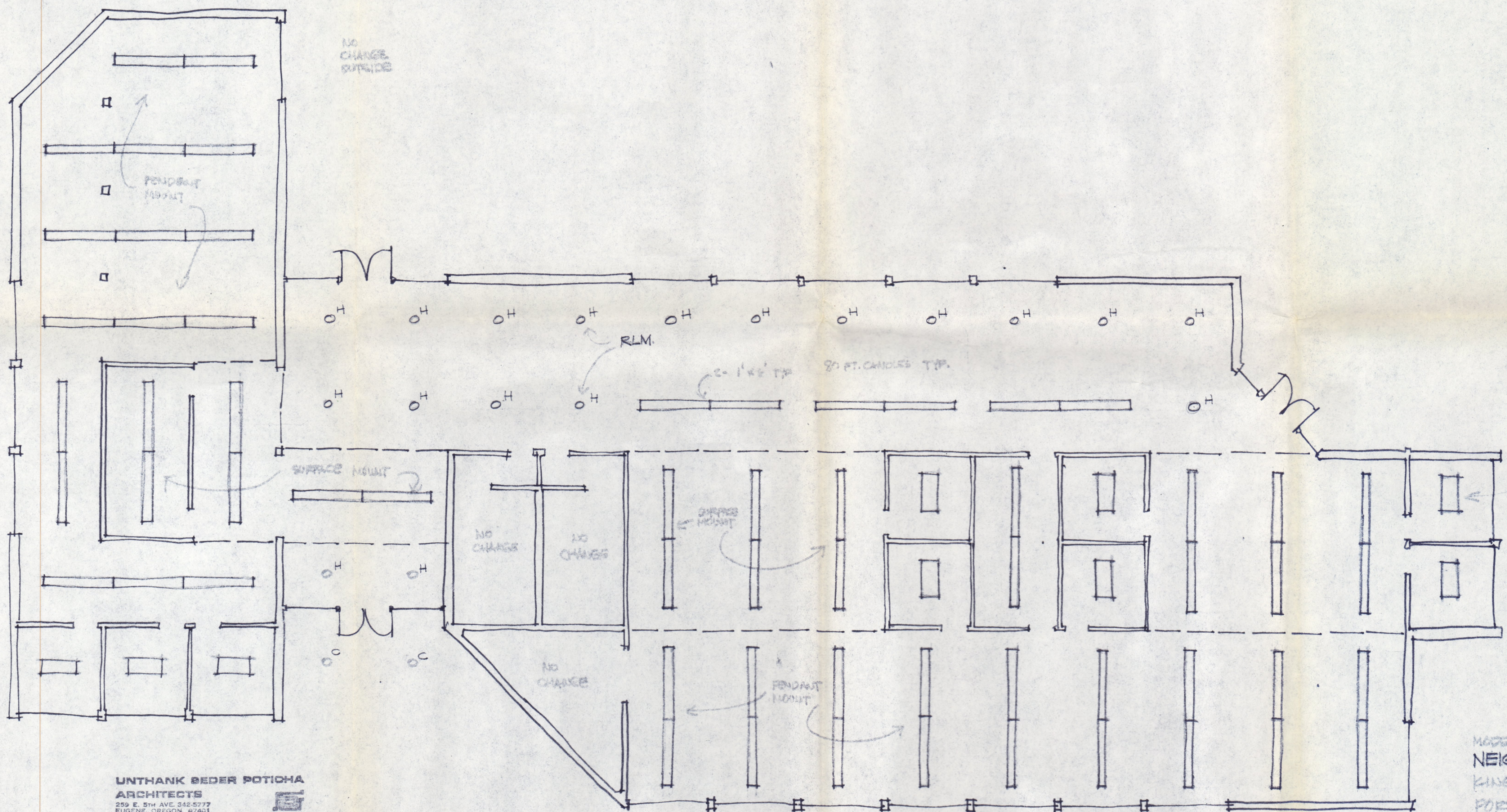
MODEL CITIES KING SCHOOL  
NEIGHBORHOOD FACILITY  
PORTLAND OREGON

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9 OCTOBER 1974

R2





UNTHANK BEDER POTIOMA  
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EUGENE, OREGON 97401



MODEL CITIES  
NEIGHBORHOOD FACILITY  
KING SCHOOL  
PORTLAND, OREGON

9 OCTOBER 1974

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**UNTHANK SEDER POTICHA  
ARCHITECTS**



NEIGHBORHOOD FACILITY  
MODEL CITIES  
PORTLAND, OREGON

ADDENDUM NO. 1

ISSUED 15 AUGUST 1974

TO ALL BIDDERS: THIS ADDENDUM ISSUED PRIOR TO RECEIPT OF BIDS WILL BECOME PART OF THE CONTRACT DOCUMENTS, SUPERSEDING THE ORIGINALS TO THE APPLICABLE EXTENT. BIDDERS SHALL BE RESPONSIBLE FOR ISSUING INFORMATION TO THOSE FURNISHING BIDS AND QUOTATIONS TO THEM.

DRAWINGS - ARCHITECTURAL

1. SHEET 1, DETAIL H/1: REVISE RETAINING WALL DETAIL AS FOLLOWS (SEE ATTACHED DRAWING R-1).
2. SHEET 3, DETAIL A/3 AND B/3: INCREASE CONCRETE WALL DEPTH INTO GRADE FROM 1'-0" TO 1'-6".
3. SHEET 2, ROOF PLAN: BLANK DETAIL INDICATOR AT CANOPY EXTENSION SHOULD READ C/3.
4. SHEET 5, DETAIL W/5 AND Y/5: 2x6 FACE PIECES ON ALL BUILT-UP COLUMNS ON STRUCTURAL LINE 4 AND LINE E ARE TO CONTINUE TO HIGH ROOF RIDGE LEVEL WITHOUT INTERRUPTION.

SPECIFICATIONS - ARCHITECTURAL

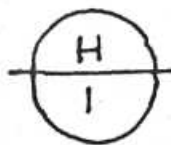
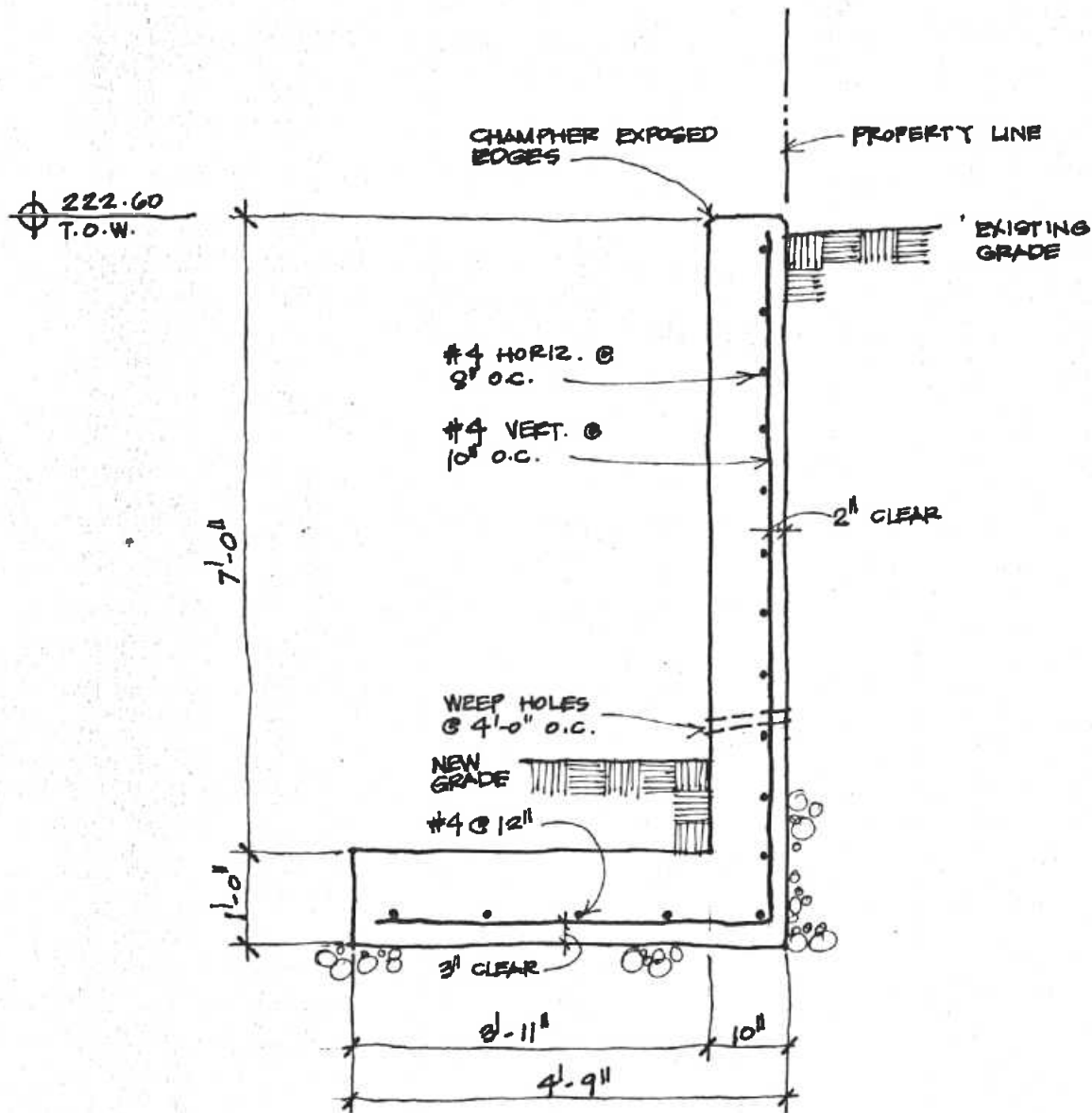
1. DIVISION G - IV - D, LINE 7: CHANGE "CONTRACTOR" TO "CONTRACT."
2. GENERAL CONDITIONS DIVISION IS "F" IN LIEU OF "G."

*R. Barber Jr.*

RAYMOND BARBER, JR.  
PURCHASING MANAGER  
CITY OF PORTLAND

DE NORVAL UNTHANK, A.I.A.  
ALAN GRANT SEDER, A.I.A.  
OTTO PAUL POTICHA, A.I.A.

258 EAST 5TH AVE. 342-5777  
EUGENE, OREGON 97401



REVISED RETAINING WALL  
 $\frac{1}{2}'' = 11'-0''$

MODEL CITIES NEIGHBORHOOD FACILITY  
 KING SCHOOL  
 N.E. WYGANT BETWEEN 6TH AND 7TH  
 PORTLAND, OREGON

15 AUGUST 1974

UNTHANK BEDER POTIOHA  
 ARCHITECTS  
 259 E. 5TH AVE. 342-5777  
 EUGENE, OREGON 97401



R1

**UNTHANK SEDER POTICHA  
ARCHITECTS**



NEIGHBORHOOD FACILITY  
MODEL CITIES  
PORTLAND, OREGON

ADDENDUM NO. 2

ISSUED 4 SEPTEMBER 1974

TO ALL BIDDERS. THIS ADDENDUM ISSUED PRIOR TO RECEIPT OF BIDS WILL BECOME PART OF THE CONTRACT DOCUMENTS, SUPERSEDING THE ORIGINALS TO THE APPLICABLE EXTENT. BIDDERS SHALL BE RESPONSIBLE FOR ISSUING INFORMATION TO THOSE FURNISHING BIDS AND QUOTATIONS TO THEM.

DRAWINGS - ARCHITECTURAL

1. SHEET 5, DETAIL A/5, METAL ROOFING: APPROVE RIVETED CAP ON STANDING SEAM IN LIEU OF ROLLED STANDING SEAM AS DETAILED. TRANSVERSE SEAMS SHALL HAVE A MINIMUM OF 4" LAP, HEM AND CLEAT AS PER STANDARD METAL ROOFING DETAILS FOR LOW PITCH ROOFS. APPROVE STAINLESS STEEL (26 GA.) FOR GUTTERS WITH CAP PIECE OF METAL ROOFING AT EXPOSED EXTERIOR EDGE OF GUTTER WHERE STAINLESS STEEL JOINS METAL FASCIA.
2. SHEET L1, PLANT LIST: CHANGE HEDERA HELIX (ENGLISH IVY) CONDITION FROM 4" POTS TO DIVISIONED FLATS. CHANGE VINCA MINOR "BOWLES" (BOWLES COMMON PERIWINKLE) CONDITION FROM 4" POTS TO 2-1/4" POTS.

DRAWINGS - MECHANICAL

1. SHEET M2, MECHANICAL ROOM PLAN: REVISE CEU-2 EXHAUST LOUVER AT CLERESTORY BETWEEN LINE 7 AND 8 TO TYPICAL 46"x110" FULL OPENING LOUVER. (REFER TO NORTH ELEVATION ON SHEET 7.) INSIDE OF OPENING IS TO BE SHEATHED BY GENERAL CONTRACTOR AS PER DETAIL BH/5. MECHANICAL CONTRACTOR TO CUT OPENING FOR 12"x18" DUCT AT LOWER RIGHT SIDE OF CLERESTORY AS SHOWN.

DRAWINGS - ELECTRICAL

1. SHEET E1: PROVIDE AND INSTALL 30 AMP, 2 POLE, S.N. SWITCH WITH 20 AMP DUAL ELEMENT FUSES FROM EXISTING 60 AMP, 2 POLE EMERGENCY SWITCH IN EXISTING M.D.P., FEEDER SIZE 3 NO. 10. MOUNT SWITCH ADJACENT TO EXISTING M.D.P. PROVIDE FEEDER 3 NO. 10 FROM SWITCH TO NEW ADDITION AND CONNECT TO EMERGENCY FIXTURES.
2. SHEET E3, NOTE 19: CHANGE TO READ "PROVIDE 12 POWER AND TELEPHONE PEDESTALS."

SEP 05 1974

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ALAN GRANT SEDER, A.I.A.  
OTTO PAUL POTICHA, A.I.A.

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APPROVALS - ARCHITECTURAL

1. SECTION 7B-2, WATERPROOF BARRIER MEMBRANE: SANDELL COPPER KRAFT 3 OZ APPROVED.
2. SECTION 10C-4, FIRE EXTINGUISHER CABINETS: J.N. JOHNSON 100x AND SAMSON E-2 APPROVED.
3. SECTION 10A-1K, FINISH HARDWARE: MCKINNEY BUITS TA714 AND STA386 APPROVED.
4. SECTION 10C-6, FOLDING TABLES: HAMILTON MANUFACTURING COMPANY APPROVED.
5. SECTION 10B-2A, TOILET COMPARTMENTS: GENERAL PARTITION APPROVED.
6. SECTION 8B-2A (1 & 2), ALUMINUM FRAMES AND DOORS: REBCO APPROVED.
7. SECTION 8B-2A (3), ALUMINUM SLIDING DOORS: KAWNEER 990 SERIES APPROVED.
8. SECTION 8B-3, ALUMINUM WINDOWS: VIKING SERIES 1600 APPROVED.
9. SECTION 4A-4A, BRICK: INTERPACE "STANDARD AUTUMN BLEND" APPROVED.

APPROVALS - MECHANICAL

1. SECTION 15800-205, LOUVERS: AMERICAN WARMING AND VENTILATING LW-P-130 FS W/ "K" BLADE APPROVED.
2. SECTION 15400-201 FIXTURES:
  - U-1: DELANEY APPROVED.
  - W-1: DELANEY - 402-VB-A-G APPROVED
  - DF-1: WESTERN MODEL 25 APPROVED.

APPROVALS - ELECTRICAL

1. SHEET E-1, FIXTURES:
  - TYPE A AND A-1: KEYSTONE 2SM440-EX-A APPROVED
  - TYPE C: MARCO SP 108P APPROVED
  - TYPE D: MARCO B12 APPROVED
  - TYPE F: KEYSTONE NE240-8-DX/LD APPROVED
  - TYPE G: STONCO 6700 APPROVED
  - TYPE H: STONCO Y1A-200 APPROVED
  - TYPE J: KEYSTONE C296 APPROVED
  - TYPE P: MARCO NP22 APPROVED

SEP 05 1974

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NEIGHBORHOOD FACILITY  
MODEL CITIES  
PORTLAND, OREGON

ADDENDUM NO. 3

ISSUED 6 SEPTEMBER 1974

TO ALL BIDDERS: THIS ADDENDUM ISSUED PRIOR TO RECEIPT OF BIDS WILL BECOME PART OF THE CONTRACT DOCUMENTS, SUPERSEDING THE ORIGINALS TO THE APPLICABLE EXTENT. BIDDERS SHALL BE RESPONSIBLE FOR ISSUING INFORMATION TO THOSE FURNISHING BIDS AND QUOTATIONS TO THEM.

APPROVALS - ARCHITECTURAL

1. SECTION 10G-6, FOLDING TABLES: NELSON ADAMS COMPANY #SM-GTB APPROVED.
2. SECTION 9F-3A, PAINTS: RODDA APPROVED.

A handwritten signature in dark ink, appearing to read 'Raymond Barber Jr.', written in a cursive, flowing style.

Raymond Barber, Jr., Purchasing Mgr.  
City of Portland  
Room 210, City Hall

DE NORVAL UNTHANK, A.I.A.  
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# UNTHANK SEDER POTICHA

## ARCHITECTS



NEIGHBORHOOD FACILITY  
MODEL CITIES  
PORTLAND, OREGON

### ADDENDUM NO. 4

ISSUED 9 OCTOBER 1974

TO ALL BIDDERS: THIS ADDENDUM ISSUED PRIOR TO RECEIPT OF BIDS WILL BECOME PART OF THE CONTRACT DOCUMENTS, SUPERSEDING THE ORIGINALS TO THE APPLICABLE EXTENT. BIDDERS SHALL BE RESPONSIBLE FOR ISSUING INFORMATION TO THOSE FURNISHING BIDS AND QUOTATIONS TO THEM.

### ARCHITECTURAL

1. CHANGE STANDING SEAM METAL ROOFING TO CLASS "A" ASPHALT SHINGLES. CHANGE TRIM AT RIDGE, RAKES, EAVES AND GUTTERS TO 26 GA. G.I. PAINTED.
2. REVISE MECHANICAL LOFT FRAMING AND CEILING AS PER DRAWING R-2.
3. CHANGE STANDARD SIZE BRICK TO JUMBO BRICK VENEER (4"x16"x4" NOMINAL). COLOR AND TEXTURE TO REMAIN AS SPECIFIED.
4. CHANGE V.P. #61-K COAT HOOKS TO WOOD DOWEL PEGS.
5. DELETE STAIN ON ROOF DECKING.
6. DELETE 4x12 D.F. WALL CAPS FROM COURTYARD.
7. CHANGE ALTERNATE NO. 2 TO READ: PROVIDE 32 HOWE #386P FOLDING TABLES 36"x96" TOP AND 192 GOLD MEDAL #35 V DIRECTOR CHAIRS WITH VARNISH FRAME AND CANVAS UPHOLSTERY.
8. DELETE ACOUSTICAL PANEL BOARDS (4'x8' NUBBY II) FROM BASIC BID. BID AS A SEPARATE ITEM AS ALTERNATE NO. 10.
9. DELETE MOVABLE PARTITION SYSTEM AND THIRTY-FOUR 4'-0" ADJUSTABLE SHELF UNITS.
10. CHANGE CERAMIC TILE AT RESTROOMS TO 1"x2"x1/4" CERAMIC MOSAIC GLAZED TILE. COLOR TO BE SELECTED BY ARCHITECT.
11. CHANGE GLASS ABOVE DOOR HEAD HEIGHT AT DOORS 1, 2, 3, 4, 5 TO PLATE IN LIEU OF TEMPERED.

### MECHANICAL

1. REMOVE THE MULTIZONE UNIT AND SUBSTITUTE AN AIR HANDLER WITH THE SPECIFIED FILTERS, A PLACE FOR AN ALTERNATE COOLING COIL, AND WITH TWO DISCHARGE DUCTS. THIS WILL MAKE A TWO-ZONE UNIT WITH

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MECHANICAL (CONT)

1. (CONT) A BLAST COIL IN EACH DUCT INDIVIDUALLY CONTROLLED BY A ROOM THERMOSTAT. ALL STEAM PIPING AND THE STEAM COIL WILL BE REMOVED.
2. INTERIOR OFFICE SUPPLIES AND RETURNS REMAIN AS ORIGINALLY DESIGNED. AIR SUPPLIES TO THE OPEN SPACES WILL BE WITH OVER-HEAD METAL DUCTS WITH MINIMUM OUTLETS AND NO INSULATION. ALL UNDERGROUND DUCTWORK WILL BE REMOVED.
3. OUTSIDE AIR AND RELIEF WILL REMAIN THE SAME TO PROVIDE VENTILATION AND OUTSIDE AIR COOLING WHEN AVAILABLE.
4. ELECTRIC CONTROLS WILL PROVIDE TWO STAGES OF HEATING ON EACH BLAST COIL, TIME CLOCK, NIGHT LOW LIMIT, SMOKE DETECTORS AND FIRE STATS AS REQUIRED BY THE CODE AND THE MIXED AIR CONTROL FOR THE AIR HANDLER.
5. PLUMBING REMAINS THE SAME.
6. BASIC BUILDING HEATING TO BE BY ELECTRIC BASEBOARD.

ELECTRICAL

1. PROVIDE NEW UNDERGROUND ELECTRIC SERVICE FROM POWER POLE AT SOUTHWEST CORNER OF SEVENTH AND WYGANT IN LIEU OF CONNECTION TO EXISTING KING SCHOOL SERVICE.
2. REVISE LIGHTING LAYOUT AS PER DRAWING R-3. CHANGE FIXTURES "A" AND "A1" TO CHAIN-MOUNTED CONTINUOUS INDUSTRIAL FIXTURES. TWO TUBE OR FOUR TUBE TO PROVIDE 80 FOOT CANDLES. DELETE FIXTURE "B."
4. ADD 77 5KW OF ELECTRIC BASEBOARD HEATERS AT PERIMETER OF EXTERIOR WALLS. LOCATE AS DIRECTED.

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A201

**General Conditions of the Contract  
for Construction**

*THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION  
WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS MODIFICATION*

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removal and correction, in which case a Change Order will be issued to reflect an appropriate reduction in the Contract Sum, or, if the amount is determined after final payment, it shall be paid by the Contractor.

ARTICLE 14

TERMINATION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

14.1.1 If the Work is stopped for a period of thirty days under an order of any court or other public authority having jurisdiction, or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing any of the Work under a contract with the Contractor, or if the Work should be stopped for a period of thirty days by the Contractor for the Architect's failure to issue a Certificate for Payment as provided in Paragraph 9.6 or for the Owner's failure to make payment thereon as provided in Paragraph 9.6, then the Contractor may, upon seven days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment for all Work executed and for any proven loss sustained upon any materials, equipment, tools, construction equipment and machinery, including reasonable profit and damages.

14.2 TERMINATION BY THE OWNER

14.2.1 If the Contractor is adjudged a bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency, or if he persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he fails to make prompt payment to Subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a provision of the Contract Documents, then the Owner, upon certification by the Architect that sufficient cause exists to justify such action, may, without prejudice to any right or remedy and after giving the Contractor and his surety, if any, seven days' written notice, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever method he may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished.

14.2.2 If the unpaid balance of the Contract Sum exceeds the costs of finishing the Work, including compensation for the Architect's additional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor shall pay the difference to the Owner. The costs incurred by the Owner as herein provided shall be certified by the Architect.

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differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract, be encountered, the Contract Sum shall be equitably adjusted by Change Order upon claim by either party made within twenty days after the first observance of the conditions.

**12.1.7** If the Contractor claims that additional cost is involved because of (1) any written interpretation issued pursuant to Subparagraph 1.2.5, (2) any order by the Owner to stop the Work pursuant to Paragraph 3.3 where the Contractor was not at fault, or (3) any written order for a minor change in the Work issued pursuant to Paragraph 12.3, the Contractor shall make such claim as provided in Paragraph 12.2.

## 12.2 CLAIMS FOR ADDITIONAL COST

**12.2.1** If the Contractor wishes to make a claim for an increase in the Contract Sum, he shall give the Architect written notice thereof within twenty days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property in which case the Contractor shall proceed in accordance with Subparagraph 10.3.1. No such claim shall be valid unless so made. If the Owner and the Contractor cannot agree on the amount of the adjustment in the Contract Sum, it shall be determined by the Architect. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order.

## 12.3 MINOR CHANGES IN THE WORK

**12.3.1** The Architect shall have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes may be effected by Field Order or by other written order. Such changes shall be binding on the Owner and the Contractor.

## 12.4 FIELD ORDERS

**12.4.1** The Architect may issue written Field Orders which interpret the Contract Documents in accordance with Subparagraph 1.2.5 or which order minor changes in the Work in accordance with Paragraph 12.3 without change in Contract Sum or Contract Time. The Contractor shall carry out such Field Orders promptly.

# ARTICLE 13

## UNCOVERING AND CORRECTION OF WORK

### 13.1 UNCOVERING OF WORK

**13.1.1** If any Work should be covered contrary to the request of the Architect, it must, if required by the Architect, be uncovered for his observation and replaced, at the Contractor's expense.

**13.1.2** If any other Work has been covered which the Architect has not specifically requested to observe prior to being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work be found in accordance with the Contract Documents, the cost of uncovering and replacement

shall, by appropriate Change Order, be charged to the Owner. If such Work be found not in accordance with the Contract Documents, the Contractor shall pay such costs unless it be found that this condition was caused by a separate contractor employed as provided in Article 6, and in that event the Owner shall be responsible for the payment of such costs.

## 13.2 CORRECTION OF WORK

**13.2.1** The Contractor shall promptly correct all Work rejected by the Architect as defective or as failing to conform to the Contract Documents whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear all cost of correcting such rejected Work, including the cost of the Architect's additional services thereby made necessary.

**13.2.2** If, within one year after the Date of Substantial Completion or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition.

**13.2.3** All such defective or non-conforming Work under Subparagraphs 13.2.1 and 13.2.2 shall be removed from the site if necessary, and the Work shall be corrected to comply with the Contract Documents without cost to the Owner.

**13.2.4** The Contractor shall bear the cost of making good all work of separate contractors destroyed or damaged by such removal or correction.

**13.2.5** If the Contractor does not remove such defective or non-conforming Work within a reasonable time fixed by written notice from the Architect, the Owner may remove it and may store the materials or equipment at the expense of the Contractor. If the Contractor does not pay the cost of such removal and storage within ten days thereafter, the Owner may upon ten additional days' written notice sell such Work at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs that should have been borne by the Contractor including compensation for additional architectural services. If such proceeds of sale do not cover all costs which the Contractor should have borne, the difference shall be charged to the Contractor and an appropriate Change Order shall be issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

**13.2.6** If the Contractor fails to correct such defective or non-conforming Work, the Owner may correct it in accordance with Paragraph 3.4.

## 13.3 ACCEPTANCE OF DEFECTIVE OR NON-CONFORMING WORK

**13.3.1** If the Owner prefers to accept defective or non-conforming Work, he may do so instead of requiring its



**11.3.4** The Owner shall file a copy of all policies with the Contractor before an exposure to loss may occur. If the Owner does not intend to purchase such insurance, he shall inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance which will protect the interests of himself, his Subcontractors and the Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by failure of the Owner to purchase or maintain such insurance and so to notify the Contractor, then the Owner shall bear all reasonable costs properly attributable thereto.

**11.3.5** If the Contractor requests in writing that insurance for special hazards be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

**11.3.6** The Owner and Contractor waive all rights against each other for damages caused by fire or other perils to the extent covered by insurance provided under this Paragraph 11.3, except such rights as they may have to the proceeds of such insurance held by the Owner as trustee. The Contractor shall require similar waivers by Subcontractors and Sub-subcontractors in accordance with Clause 5.3.1.5.

**11.3.7** If required in writing by any party in interest, the Owner as trustee shall, upon the occurrence of an insured loss, give bond for the proper performance of his duties. He shall deposit in a separate account any money so received, and he shall distribute it in accordance with such agreement as the parties in interest may reach, or in accordance with an award by arbitration in which case the procedure shall be as provided in Paragraph 7.10. If after such loss no other special agreement is made, replacement of damaged work shall be covered by an appropriate Change Order.

**11.3.8** The Owner as trustee shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within five days after the occurrence of loss to the Owner's exercise of this power, and if such objection be made, arbitrators shall be chosen as provided in Paragraph 7.10. The Owner as trustee shall, in that case, make settlement with the insurers in accordance with the directions of such arbitrators. If distribution of the insurance proceeds by arbitration is required, the arbitrators will direct such distribution.

#### **11.4 LOSS OF USE INSURANCE**

**11.4.1** The Owner, at his option, may purchase and maintain such insurance as will insure him against loss of use of his property due to fire or other hazards, however caused.

### **ARTICLE 12**

#### **CHANGES IN THE WORK**

##### **12.1 CHANGE ORDERS**

**12.1.1** The Owner, without invalidating the Contract, may order Changes in the Work within the general scope

of the Contract consisting of additions, deletions or other revisions, the Contract Sum and the Contract Time being adjusted accordingly. All such Changes in the Work shall be authorized by Change Order, and shall be executed under the applicable conditions of the Contract Documents.

**12.1.2** A Change Order is a written order to the Contractor signed by the Owner and the Architect, issued after the execution of the Contract, authorizing a Change in the Work or an adjustment in the Contract Sum or the Contract Time. Alternatively, the Change Order may be signed by the Architect alone, provided he has written authority from the Owner for such procedure and that a copy of such written authority is furnished to the Contractor upon request. A Change Order may also be signed by the Contractor if he agrees to the adjustment in the Contract Sum or the Contract Time. The Contract Sum and the Contract Time may be changed only by Change Order.

**12.1.3** The cost or credit to the Owner resulting from a Change in the Work shall be determined in one or more of the following ways:

- .1 by mutual acceptance of a lump sum properly itemized;
- .2 by unit prices stated in the Contract Documents or subsequently agreed upon; or
- .3 by cost and a mutually acceptable fixed or percentage fee.

**12.1.4** If none of the methods set forth in Subparagraph 12.1.3 is agreed upon, the Contractor, provided he receives a Change Order, shall promptly proceed with the Work involved. The cost of such Work shall then be determined by the Architect on the basis of the Contractor's reasonable expenditures and savings, including, in the case of an increase in the Contract Sum, a reasonable allowance for overhead and profit. In such case, and also under Clause 12.1.3.3 above, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Pending final determination of cost to the Owner, payments on account shall be made on the Architect's Certificate for Payment. The amount of credit to be allowed by the Contractor to the Owner for any deletion or change which results in a net decrease in cost will be the amount of the actual net decrease as confirmed by the Architect. When both additions and credits are involved in any one change, the allowance for overhead and profit shall be figured on the basis of net increase, if any.

**12.1.5** If unit prices are stated in the Contract Documents or subsequently agreed upon, and if the quantities originally contemplated are so changed in a proposed Change Order that application of the agreed unit prices to the quantities of Work proposed will create a hardship on the Owner or the Contractor, the applicable unit prices shall be equitably adjusted to prevent such hardship.

**12.1.6** Should concealed conditions encountered in the performance of the Work below the surface of the ground be at variance with the conditions indicated by the Contract Documents or should unknown physical conditions below the surface of the ground of an unusual nature,

## **GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION**

### **ARTICLE 1**

#### **CONTRACT DOCUMENTS**

##### **1.1 DEFINITIONS**

###### **1.1.1 THE CONTRACT DOCUMENTS**

The Contract Documents consist of the Agreement, the Conditions of the Contract (General, Supplementary and other Conditions), the Drawings, the Specifications, all Addenda issued prior to execution of the Contract, and all Modifications thereto. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a written interpretation issued by the Architect pursuant to Subparagraph 1.2.5, or (4) a written order for a minor change in the Work issued by the Architect pursuant to Paragraph 12.3. A Modification may be made only after execution of the Contract.

###### **1.1.2 THE CONTRACT**

The Contract Documents form the Contract. The Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral, including the bidding documents. The Contract may be amended or modified only by a Modification as defined in Subparagraph 1.1.1.

###### **1.1.3 THE WORK**

The term Work includes all labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such construction.

###### **1.1.4 THE PROJECT**

The Project is the total construction designed by the Architect of which the Work performed under the Contract Documents may be the whole or a part.

##### **1.2 EXECUTION, CORRELATION, INTENT AND INTERPRETATIONS**

**1.2.1** The Contract Documents shall be signed in not less than triplicate by the Owner and Contractor. If either the Owner or the Contractor or both do not sign the Conditions of the Contract, Drawings, Specifications, or any of the other Contract Documents, the Architect shall identify them.

**1.2.2** By executing the Contract, the Contractor represents that he has visited the site, familiarized himself with the local conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents.

**1.2.3** The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. The intention of the Documents is to include all labor, materials, equipment and other items

as provided in Subparagraph 4.4.1 necessary for the proper execution and completion of the Work. It is not intended that Work not covered under any heading, section, branch, class or trade of the Specifications shall be supplied unless it is required elsewhere in the Contract Documents or is reasonably inferable therefrom as being necessary to produce the intended results. Words which have well-known technical or trade meanings are used herein in accordance with such recognized meanings.

**1.2.4** The organization of the Specifications into divisions, sections and articles, and the arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

**1.2.5** Written interpretations necessary for the proper execution or progress of the Work, in the form of drawings or otherwise, will be issued with reasonable promptness by the Architect and in accordance with any schedule agreed upon. Either party to the Contract may make written request to the Architect for such interpretations. Such interpretations shall be consistent with and reasonably inferable from the Contract Documents, and may be effected by Field Order.

##### **1.3 COPIES FURNISHED AND OWNERSHIP**

**1.3.1** Unless otherwise provided in the Contract Documents, the Contractor will be furnished, free of charge, all copies of Drawings and Specifications reasonably necessary for the execution of the Work.

**1.3.2** All Drawings, Specifications and copies thereof furnished by the Architect are and shall remain his property. They are not to be used on any other project, and, with the exception of one contract set for each party to the Contract, are to be returned to the Architect on request at the completion of the Work.

### **ARTICLE 2**

#### **ARCHITECT**

##### **2.1 DEFINITION**

**2.1.1** The Architect is the person or organization licensed to practice architecture and identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Architect means the Architect or his authorized representative.

**2.1.2** Nothing contained in the Contract Documents shall create any contractual relationship between the Architect and the Contractor.

##### **2.2 ADMINISTRATION OF THE CONTRACT**

**2.2.1** The Architect will provide general Administration of the Construction Contract, including performance of the functions hereinafter described.

**2.2.2** The Architect will be the Owner's representative during construction and until final payment. The Architect will have authority to act on behalf of the Owner to the extent provided in the Contract Documents, unless otherwise modified by written instrument which will be shown to the Contractor. The Architect will advise and consult with the Owner, and all of the Owner's instructions to the Contractor shall be issued through the Architect.

**2.2.3** The Architect shall at all times have access to the Work wherever it is in preparation and progress. The Contractor shall provide facilities for such access so the Architect may perform his functions under the Contract Documents.

**2.2.4** The Architect will make periodic visits to the site to familiarize himself generally with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. On the basis of his on-site observations as an architect, he will keep the Owner informed of the progress of the Work, and will endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor. The Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and he will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

**2.2.5** Based on such observations and the Contractor's Applications for Payment, the Architect will determine the amounts owing to the Contractor and will issue Certificates for Payment in such amounts, as provided in Paragraph 9.4.

**2.2.6** The Architect will be, in the first instance, the interpreter of the requirements of the Contract Documents and the judge of the performance thereunder by both the Owner and Contractor. The Architect will, within a reasonable time, render such interpretations as he may deem necessary for the proper execution or progress of the Work.

**2.2.7** Claims, disputes and other matters in question between the Contractor and the Owner relating to the execution or progress of the Work or the interpretation of the Contract Documents shall be referred initially to the Architect for decision which he will render in writing within a reasonable time.

**2.2.8** All interpretations and decisions of the Architect shall be consistent with the intent of the Contract Documents. In his capacity as interpreter and judge, he will exercise his best efforts to insure faithful performance by both the Owner and the Contractor and will not show partiality to either.

**2.2.9** The Architect's decisions in matters relating to artistic effect will be final if consistent with the intent of the Contract Documents.

**2.2.10** Any claim, dispute or other matter that has been referred to the Architect, except those relating to artistic effect as provided in Subparagraph 2.2.9 and except any

which have been waived by the making or acceptance of final payment as provided in Subparagraphs 9.7.5 and 9.7.6, shall be subject to arbitration upon the written demand of either party. However, no demand for arbitration of any such claim, dispute or other matter may be made until the earlier of:

- 2.2.10.1** The date on which the Architect has rendered his written decision, or
- .2** the tenth day after the parties have presented their evidence to the Architect or have been given a reasonable opportunity to do so, if the Architect has not rendered his written decision by that date.

**2.2.11** If a decision of the Architect is made in writing and states that it is final but subject to appeal, no demand for arbitration of a claim, dispute or other matter covered by such decision may be made later than thirty days after the date on which the party making the demand received the decision. The failure to demand arbitration within said thirty days' period will result in the Architect's decision becoming final and binding upon the Owner and the Contractor. If the Architect renders a decision after arbitration proceedings have been initiated, such decision may be entered as evidence but will not supersede any arbitration proceedings unless the decision is acceptable to the parties concerned.

**2.2.12** The Architect will have authority to reject Work which does not conform to the Contract Documents. Whenever, in his reasonable opinion, he considers it necessary or advisable to insure the proper implementation of the intent of the Contract Documents, he will have authority to require special inspection or testing of the Work in accordance with Subparagraph 7.8.2 whether or not such Work be then fabricated, installed or completed. However, neither the Architect's authority to act under this Subparagraph 2.2.12, nor any decision made by him in good faith either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the Architect to the Contractor, any Subcontractor, any of their agents or employees, or any other person performing any of the Work.

**2.2.13** The Architect will review Shop Drawings and Samples as provided in Subparagraphs 4.13.1 through 4.13.8 inclusive.

**2.2.14** The Architect will prepare Change Orders in accordance with Article 12, and will have authority to order minor changes in the Work as provided in Subparagraph 12.3.1.

**2.2.15** The Architect will conduct inspections to determine the dates of Substantial Completion and final completion, will receive and review written guarantees and related documents required by the Contract and assembled by the Contractor and will issue a final Certificate for Payment.

**2.2.16** If the Owner and Architect agree, the Architect will provide one or more Full-Time Project Representatives to assist the Architect in carrying out his responsibilities at the site. The duties, responsibilities and limitations of authority of any such Project Representative shall be as set forth in an exhibit to be incorporated in the Contract Documents.

- .1** all employees on the Work and all other persons who may be affected thereby;
- .2** all the Work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of his Subcontractors or Sub-subcontractors; and
- .3** other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

**10.2.2** The Contractor shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. He shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.

**10.2.3** When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

**10.2.4** All damage or loss to any property referred to in Clauses 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, any Subcontractor, any Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, shall be remedied by the Contractor, except damage or loss attributable to faulty Drawings or Specifications or to the acts or omissions of the Owner or Architect or anyone employed by either of them or for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor.

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

**10.2.6** The Contractor shall not load or permit any part of the Work to be loaded so as to endanger its safety.

### **10.3 EMERGENCIES**

**10.3.1** In any emergency affecting the safety of persons or property, the Contractor shall act, at his discretion, to prevent threatened damage, injury or loss. Any additional compensation or extension of time claimed by the Contractor on account of emergency work shall be determined as provided in Article 12 for Changes in the Work.

## **ARTICLE 11**

### **INSURANCE**

#### **11.1 CONTRACTOR'S LIABILITY INSURANCE**

**11.1.1** The Contractor shall purchase and maintain such

insurance as will protect him from claims set forth below which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1** claims under workmen's compensation, disability benefit and other similar employee benefit acts;
- .2** claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;
- .3** claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;
- .4** claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person; and
- .5** claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

**11.1.2** The insurance required by Subparagraph 11.1.1 shall be written for not less than any limits of liability specified in the Contract Documents, or required by law, whichever is greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under Paragraph 4.18.

**11.1.3** Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These Certificates shall contain a provision that coverages afforded under the policies will not be cancelled until at least fifteen days' prior written notice has been given to the Owner.

#### **11.2 OWNER'S LIABILITY INSURANCE**

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

#### **11.3 PROPERTY INSURANCE**

**11.3.1** Unless otherwise provided, the Owner shall purchase and maintain property insurance upon the entire Work at the site to the full insurable value thereof. This insurance shall include the interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Work and shall insure against the perils of Fire, Extended Coverage, Vandalism and Malicious Mischief.

**11.3.2** The Owner shall purchase and maintain such steam boiler and machinery insurance as may be required by the Contract Documents or by law. This insurance shall include the interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Work.

**11.3.3** Any insured loss is to be adjusted with the Owner and made payable to the Owner as trustee for the insureds, as their interests may appear, subject to the requirements of any applicable mortgagee clause and of Subparagraph 11.3.8.

- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment,
- .4 reasonable doubt that the Work can be completed for the unpaid balance of the Contract Sum,
- .5 damage to another contractor,
- .6 reasonable indication that the Work will not be completed within the Contract Time, or
- .7 unsatisfactory prosecution of the Work by the Contractor.

**9.5.2** When the above grounds in Subparagraph 9.5.1 are removed, payment shall be made for amounts withheld because of them.

#### **9.6 FAILURE OF PAYMENT**

**9.6.1** If the Architect should fail to issue any Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner should fail to pay the Contractor within seven days after the date of payment established in the Agreement any amount certified by the Architect or awarded by arbitration, then the Contractor may, upon seven additional days' written notice to the Owner and the Architect, stop the Work until payment of the amount owing has been received.

#### **9.7 SUBSTANTIAL COMPLETION AND FINAL PAYMENT**

**9.7.1** When the Contractor determines that the Work or a designated portion thereof acceptable to the Owner is substantially complete, the Contractor shall prepare for submission to the Architect a list of items to be completed or corrected. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. When the Architect on the basis of an inspection determines that the Work is substantially complete, he will then prepare a Certificate of Substantial Completion which shall establish the Date of Substantial Completion, shall state the responsibilities of the Owner and the Contractor for maintenance, heat, utilities, and insurance, and shall fix the time within which the Contractor shall complete the items listed therein. The Certificate of Substantial Completion shall be submitted to the Owner and the Contractor for their written acceptance of the responsibilities assigned to them in such Certificate.

**9.7.2** Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when he finds the Work acceptable under the Contract Documents and the Contract fully performed, he will promptly issue a final Certificate for Payment stating that to the best of his knowledge, information and belief, and on the basis of his observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor, and noted in said final Certificate, is due and payable.

**9.7.3** Neither the final payment nor the remaining retained percentage shall become due until the Contractor

submits to the Architect (1) an Affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or his property might in any way be responsible, have been paid or otherwise satisfied, (2) consent of surety, if any, to final payment and (3), if required by the Owner, other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the Contract, to the extent and in such form as may be designated by the Owner. If any Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify him against any such lien. If any such lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all moneys that the latter may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

**9.7.4** If after Substantial Completion of the Work final completion thereof is materially delayed through no fault of the Contractor, and the Architect so confirms, the Owner shall, upon certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Subparagraph 7.5.1, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

**9.7.5** The making of final payment shall constitute a waiver of all claims by the Owner except those arising from:

- .1 unsettled liens,
- .2 faulty or defective Work appearing after Substantial Completion,
- .3 failure of the Work to comply with the requirements of the Contract Documents, or
- .4 terms of any special guarantees required by the Contract Documents.

**9.7.6** The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and still unsettled.

### **ARTICLE 10**

#### **PROTECTION OF PERSONS AND PROPERTY**

##### **10.1 SAFETY PRECAUTIONS AND PROGRAMS**

**10.1.1** The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work.

##### **10.2 SAFETY OF PERSONS AND PROPERTY**

**10.2.1** The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

**2.2.17** The duties, responsibilities and limitations of authority of the Architect as the Owner's representative during construction as set forth in Articles 1 through 14 inclusive of these General Conditions will not be modified or extended without written consent of the Owner, the Contractor and the Architect.

**2.2.18** The Architect will not be responsible for the acts or omissions of the Contractor, any Subcontractors, or any of their agents or employees, or any other persons performing any of the Work.

**2.2.19** In case of the termination of the employment of the Architect, the Owner shall appoint an architect against whom the Contractor makes no reasonable objection whose status under the Contract Documents shall be that of the former architect. Any dispute in connection with such appointment shall be subject to arbitration.

### **ARTICLE 3**

#### **OWNER**

##### **3.1 DEFINITION**

**3.1.1** The Owner is the person or organization identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Owner means the Owner or his authorized representative.

##### **3.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER**

**3.2.1** The Owner shall furnish all surveys describing the physical characteristics, legal limits and utility locations for the site of the Project.

**3.2.2** The Owner shall secure and pay for easements for permanent structures or permanent changes in existing facilities.

**3.2.3** Information or services under the Owner's control shall be furnished by the Owner with reasonable promptness to avoid delay in the orderly progress of the Work.

**3.2.4** The Owner shall issue all instructions to the Contractor through the Architect.

**3.2.5** The foregoing are in addition to other duties and responsibilities of the Owner enumerated herein and especially those in respect to Payment and Insurance in Articles 9 and 11 respectively.

##### **3.3 OWNER'S RIGHT TO STOP THE WORK**

**3.3.1** If the Contractor fails to correct defective Work or persistently fails to supply materials or equipment in accordance with the Contract Documents, the Owner may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

##### **3.4 OWNER'S RIGHT TO CARRY OUT THE WORK**

**3.4.1** If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provision of the Contract, the Owner may, after seven days' written notice to the Contractor and without prejudice to any other remedy he

may have, make good such deficiencies. In such case an appropriate Change Order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies, including the cost of the Architect's additional services made necessary by such default, neglect or failure. The Architect must approve both such action and the amount charged to the Contractor. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

### **ARTICLE 4 CONTRACTOR**

#### **4.1 DEFINITION**

**4.1.1** The Contractor is the person or organization identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Contractor means the Contractor or his authorized representative.

#### **4.2 REVIEW OF CONTRACT DOCUMENTS**

**4.2.1** The Contractor shall carefully study and compare the Contract Documents and shall at once report to the Architect any error, inconsistency or omission he may discover. The Contractor shall not be liable to the Owner or the Architect for any damage resulting from any such errors, inconsistencies or omissions in the Contract Documents. The Contractor shall do no Work without Drawings, Specifications or Modifications.

#### **4.3 SUPERVISION AND CONSTRUCTION PROCEDURES**

**4.3.1** The Contractor shall supervise and direct the Work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.

#### **4.4 LABOR AND MATERIALS**

**4.4.1** Unless otherwise specifically noted, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work.

**4.4.2** The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him.

#### **4.5 WARRANTY**

**4.5.1** The Contractor warrants to the Owner and the Architect that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not so conforming to these standards may be considered defective. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

#### **4.6 TAXES**

**4.6.1** The Contractor shall pay all sales, consumer, use and other similar taxes required by law.



#### 4.7 PERMITS, FEES AND NOTICES

**4.7.1** The Contractor shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the Work, which are applicable at the time the bids are received. It is not the responsibility of the Contractor to make certain that the Drawings and Specifications are in accordance with applicable laws, statutes, building codes and regulations.

**4.7.2** The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work. If the Contractor observes that any of the Contract Documents are at variance therewith in any respect, he shall promptly notify the Architect in writing, and any necessary changes shall be adjusted by appropriate Modification. If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Architect, he shall assume full responsibility therefor and shall bear all costs attributable thereto.

#### 4.8 CASH ALLOWANCES

**4.8.1** The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. These allowances shall cover the net cost of the materials and equipment delivered and unloaded at the site, and all applicable taxes. The Contractor's handling costs on the site, labor, installation costs, overhead, profit and other expenses contemplated for the original allowance shall be included in the Contract Sum and not in the allowance. The Contractor shall cause the Work covered by these allowances to be performed for such amounts and by such persons as the Architect may direct, but he will not be required to employ persons against whom he makes a reasonable objection. If the cost, when determined, is more than or less than the allowance, the Contract Sum shall be adjusted accordingly by Change Order which will include additional handling costs on the site, labor, installation costs, overhead, profit and other expenses resulting to the Contractor from any increase over the original allowance.

#### 4.9 SUPERINTENDENT

**4.9.1** The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during the progress of the Work. The superintendent shall be satisfactory to the Architect, and shall not be changed except with the consent of the Architect, unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor. Important communications will be confirmed in writing. Other communications will be so confirmed on written request in each case.

#### 4.10 RESPONSIBILITY FOR THOSE PERFORMING THE WORK

**4.10.1** The Contractor shall be responsible to the Owner for the acts and omissions of all his employees and all Subcontractors, their agents and employees, and all other persons performing any of the Work under a contract with the Contractor.

#### 4.11 PROGRESS SCHEDULE

**4.11.1** The Contractor, immediately after being awarded the Contract, shall prepare and submit for the Architect's approval an estimated progress schedule for the Work. The progress schedule shall be related to the entire Project to the extent required by the Contract Documents. This schedule shall indicate the dates for the starting and completion of the various stages of construction and shall be revised as required by the conditions of the Work, subject to the Architect's approval.

#### 4.12 DRAWINGS AND SPECIFICATIONS AT THE SITE

**4.12.1** The Contractor shall maintain at the site for the Owner one copy of all Drawings, Specifications, Addenda, approved Shop Drawings, Change Orders and other Modifications, in good order and marked to record all changes made during construction. These shall be available to the Architect. The Drawings, marked to record all changes made during construction, shall be delivered to him for the Owner upon completion of the Work.

#### 4.13 SHOP DRAWINGS AND SAMPLES

**4.13.1** Shop Drawings are drawings, diagrams, illustrations, schedules, performance charts, brochures and other data which are prepared by the Contractor or any Subcontractor, manufacturer, supplier or distributor, and which illustrate some portion of the Work.

**4.13.2** Samples are physical examples furnished by the Contractor to illustrate materials, equipment or workmanship, and to establish standards by which the Work will be judged.

**4.13.3** The Contractor shall review, stamp with his approval and submit, with reasonable promptness and in orderly sequence so as to cause no delay in the Work or in the work of any other contractor, all Shop Drawings and Samples required by the Contract Documents or subsequently by the Architect as covered by Modifications. Shop Drawings and Samples shall be properly identified as specified, or as the Architect may require. At the time of submission the Contractor shall inform the Architect in writing of any deviation in the Shop Drawings or Samples from the requirements of the Contract Documents.

**4.13.4** By approving and submitting Shop Drawings and Samples, the Contractor thereby represents that he has determined and verified all field measurements, field construction criteria, materials, catalog numbers and similar data, or will do so, and that he has checked and coordinated each Shop Drawing and Sample with the requirements of the Work and of the Contract Documents.

**4.13.5** The Architect will review and approve Shop Drawings and Samples with reasonable promptness so as to cause no delay, but only for conformance with the design concept of the Project and with the information given in the Contract Documents. The Architect's approval of a separate item shall not indicate approval of an assembly in which the item functions.

**4.13.6** The Contractor shall make any corrections required by the Architect and shall resubmit the required number of corrected copies of Shop Drawings or new Samples until approved. The Contractor shall direct spe-

such interpretations until fifteen days after demand is made for them, and not then unless such claim is reasonable.

**8.3.4** This Paragraph 8.3 does not exclude the recovery of damages for delay by either party under other provisions of the Contract Documents.

### ARTICLE 9

#### PAYMENTS AND COMPLETION

##### 9.1 CONTRACT SUM

**9.1.1** The Contract Sum is stated in the Agreement and is the total amount payable by the Owner to the Contractor for the performance of the Work under the Contract Documents.

##### 9.2 SCHEDULE OF VALUES

**9.2.1** Before the first Application for Payment, the Contractor shall submit to the Architect a schedule of values of the various portions of the Work, including quantities if required by the Architect, aggregating the total Contract Sum, divided so as to facilitate payments to Subcontractors in accordance with Paragraph 5.4, prepared in such form as specified or as the Architect and the Contractor may agree upon, and supported by such data to substantiate its correctness as the Architect may require. Each item in the schedule of values shall include its proper share of overhead and profit. This schedule, when approved by the Architect, shall be used only as a basis for the Contractor's Applications for Payment.

##### 9.3 PROGRESS PAYMENTS

**9.3.1** At least ten days before each progress payment falls due, the Contractor shall submit to the Architect an itemized Application for Payment, supported by such data substantiating the Contractor's right to payment as the Owner or the Architect may require.

**9.3.2** If payments are to be made on account of materials or equipment not incorporated in the Work but delivered and suitably stored at the site, or at some other location agreed upon in writing, such payments shall be conditioned upon submission by the Contractor of bills of sale or such other procedures satisfactory to the Owner to establish the Owner's title to such materials or equipment or otherwise protect the Owner's interest including applicable insurance and transportation to the site.

**9.3.3** The Contractor warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will pass to the Owner upon the receipt of such payment by the Contractor, free and clear of all liens, claims, security interests or encumbrances, hereinafter referred to in this Article 9 as "liens"; and that no Work, materials or equipment covered by an Application for Payment will have been acquired by the Contractor; or by any other person performing the Work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

#### 9.4 CERTIFICATES FOR PAYMENT

**9.4.1** If the Contractor has made Application for Payment as above, the Architect will, with reasonable promptness but not more than seven days after the receipt of the Application, issue a Certificate for Payment to the Owner, with a copy to the Contractor, for such amount as he determines to be properly due, or state in writing his reasons for withholding a Certificate as provided in Subparagraph 9.5.1.

**9.4.2** The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on his observations at the site as provided in Subparagraph 2.2.4 and the data comprising the Application for Payment, that the Work has progressed to the point indicated; that, to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required by the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in his Certificate); and that the Contractor is entitled to payment in the amount certified. In addition, the Architect's final Certificate for Payment will constitute a further representation that the conditions precedent to the Contractor's being entitled to final payment as set forth in Subparagraph 9.7.2 have been fulfilled. However, by issuing a Certificate for Payment, the Architect shall not thereby be deemed to represent that he has made exhaustive or continuous on-site inspections to check the quality or quantity of the Work or that he has reviewed the construction means, methods, techniques, sequences or procedures, or that he has made any examination to ascertain how or for what purpose the Contractor has used the moneys previously paid on account of the Contract Sum.

**9.4.3** After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Agreement.

**9.4.4** No certificate for a progress payment, nor any progress payment, nor any partial or entire use or occupancy of the Project by the Owner, shall constitute an acceptance of any Work not in accordance with the Contract Documents.

#### 9.5 PAYMENTS WITHHELD

**9.5.1** The Architect may decline to approve an Application for Payment and may withhold his Certificate in whole or in part, to the extent necessary reasonably to protect the Owner, if in his opinion he is unable to make representations to the Owner as provided in Subparagraph 9.4.2. The Architect may also decline to approve any Applications for Payment or, because of subsequently discovered evidence or subsequent inspections, he may nullify the whole or any part of any Certificate for Payment previously issued, to such extent as may be necessary in his opinion to protect the Owner from loss because of:

- .1 defective work not remedied,
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims,

does not include, he will, upon written authorization from the Owner, instruct the Contractor to order such special inspection, testing or approval, and the Contractor shall give notice as in Subparagraph 7.8.1. If such special inspection or testing reveals a failure of the Work to comply (1) with the requirements of the Contract Documents or (2), with respect to the performance of the Work, with laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, the Contractor shall bear all costs thereof, including the Architect's additional services made necessary by such failure; otherwise the Owner shall bear such costs, and an appropriate Change Order shall be issued.

**7.8.3** Required certificates of inspection, testing or approval shall be secured by the Contractor and promptly delivered by him to the Architect.

**7.8.4** If the Architect wishes to observe the inspections, tests or approvals required by this Paragraph 7.8, he will do so promptly and, where practicable, at the source of supply.

**7.8.5** Neither the observations of the Architect in his Administration of the Construction Contract, nor inspections, tests or approvals by persons other than the Contractor shall relieve the Contractor from his obligations to perform the Work in accordance with the Contract Documents.

#### **7.9 INTEREST**

**7.9.1** Any moneys not paid when due to either party under this Contract shall bear interest at the legal rate in force at the place of the Project.

#### **7.10 ARBITRATION**

**7.10.1** All claims, disputes and other matters in question arising out of, or relating to, this Contract or the breach thereof, except as set forth in Subparagraph 2.2.9 with respect to the Architect's decisions on matters relating to artistic effect, and except for claims which have been waived by the making or acceptance of final payment as provided by Subparagraphs 9.7.5 and 9.7.6, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

**7.10.2** Notice of the demand for arbitration shall be filed in writing with the other party to the Contract and with the American Arbitration Association, and a copy shall be filed with the Architect. The demand for arbitration shall be made within the time limits specified in Subparagraphs 2.2.10 and 2.2.11 where applicable, and in all other cases within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

**7.10.3** The Contractor shall carry on the Work and maintain the progress schedule during any arbitration proceedings, unless otherwise agreed by him and the Owner in writing.

### **ARTICLE 8**

#### **TIME**

##### **8.1 DEFINITIONS**

**8.1.1** The Contract Time is the period of time allotted in the Contract Documents for completion of the Work.

**8.1.2** The date of commencement of the Work is the date established in a notice to proceed. If there is no notice to proceed, it shall be the date of the Agreement or such other date as may be established therein.

**8.1.3** The Date of Substantial Completion of the Work or designated portion thereof is the Date certified by the Architect when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner may occupy the Work or designated portion thereof for the use for which it is intended.

**8.1.4** The term day as used in the Contract Documents shall mean calendar day.

##### **8.2 PROGRESS AND COMPLETION**

**8.2.1** All time limits stated in the Contract Documents are of the essence of the Contract.

**8.2.2** The Contractor shall begin the Work on the date of commencement as defined in Subparagraph 8.1.2. He shall carry the Work forward expeditiously with adequate forces and shall complete it within the Contract Time.

**8.2.3** If a date or time of completion is included in the Contract, it shall be the Date of Substantial Completion as defined in Subparagraph 8.1.3, including authorized extensions thereto, unless otherwise provided.

##### **8.3 DELAYS AND EXTENSIONS OF TIME**

**8.3.1** If the Contractor is delayed at any time in the progress of the Work by any act or neglect of the Owner or the Architect, or by any employee of either, or by any separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in transportation, unavoidable casualties or any causes beyond the Contractor's control, or by delay authorized by the Owner pending arbitration, or by any cause which the Architect determines may justify the delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

**8.3.2** All claims for extension of time shall be made in writing to the Architect no more than twenty days after the occurrence of the delay; otherwise they shall be waived. In the case of a continuing cause of delay only one claim is necessary.

**8.3.3** If no schedule or agreement is made stating the dates upon which written interpretations as set forth in Subparagraph 1.2.5 shall be furnished, then no claim for delay shall be allowed on account of failure to furnish

cific attention in writing or on resubmitted Shop Drawings to revisions other than the corrections requested by the Architect on previous submissions.

**4.13.7** The Architect's approval of Shop Drawings or Samples shall not relieve the Contractor of responsibility for any deviation from the requirements of the Contract Documents unless the Contractor has informed the Architect in writing of such deviation at the time of submission and the Architect has given written approval to the specific deviation, nor shall the Architect's approval relieve the Contractor from responsibility for errors or omissions in the Shop Drawings or Samples.

**4.13.8** No portion of the Work requiring a Shop Drawing or Sample submission shall be commenced until the submission has been approved by the Architect. All such portions of the Work shall be in accordance with approved Shop Drawings and Samples.

##### **4.14 USE OF SITE**

**4.14.1** The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with any materials or equipment.

##### **4.15 CUTTING AND PATCHING OF WORK**

**4.15.1** The Contractor shall do all cutting, fitting or patching of his Work that may be required to make its several parts fit together properly, and shall not endanger any Work by cutting, excavating or otherwise altering the Work or any part of it.

##### **4.16 CLEANING UP**

**4.16.1** The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the Work he shall remove all his waste materials and rubbish from and about the Project as well as all his tools, construction equipment, machinery and surplus materials, and shall clean all glass surfaces and leave the Work "broom-clean" or its equivalent, except as otherwise specified.

**4.16.2** If the Contractor fails to clean up, the Owner may do so and the cost thereof shall be charged to the Contractor as provided in Paragraph 3.4.

##### **4.17 COMMUNICATIONS**

**4.17.1** The Contractor shall forward all communications to the Owner through the Architect.

##### **4.18 INDEMNIFICATION**

**4.18.1** The Contractor shall indemnify and hold harmless the Owner and the Architect and their agents and employees from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable,

regardless of whether or not it is caused in part by a party indemnified hereunder.

**4.18.2** In any and all claims against the Owner or the Architect or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph 4.18 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

**4.18.3** The obligations of the Contractor under this Paragraph 4.18 shall not extend to the liability of the Architect, his agents or employees arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Architect, his agents or employees provided such giving or failure to give is the primary cause of the injury or damage.

### **ARTICLE 5**

#### **SUBCONTRACTORS**

##### **5.1 DEFINITION**

**5.1.1** A Subcontractor is a person or organization who has a direct contract with the Contractor to perform any of the Work at the site. The term Subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Subcontractor or his authorized representative.

**5.1.2** A Sub-subcontractor is a person or organization who has a direct or indirect contract with a Subcontractor to perform any of the Work at the site. The term Sub-subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Sub-subcontractor or an authorized representative thereof.

**5.1.3** Nothing contained in the Contract Documents shall create any contractual relation between the Owner or the Architect and any Subcontractor or Sub-subcontractor.

##### **5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK**

**5.2.1** Unless otherwise specified in the Contract Documents or in the Instructions to Bidders, the Contractor, as soon as practicable after the award of the Contract, shall furnish to the Architect in writing for acceptance by the Owner and the Architect a list of the names of the Subcontractors proposed for the principal portions of the Work. The Architect shall promptly notify the Contractor in writing if either the Owner or the Architect, after due investigation, has reasonable objection to any Subcontractor on such list and does not accept him. Failure of the Owner or Architect to make objection promptly to any Subcontractor on the list shall constitute acceptance of such Subcontractor.

**5.2.2** The Contractor shall not contract with any Subcontractor or any person or organization (including those who are to furnish materials or equipment fabricated to a special design) proposed for portions of the Work designated in the Contract Documents or in the Instructions to Bidders or, if none is so designated, with any Subcontractor proposed for the principal portions of the Work who has been rejected by the Owner and the Architect. The Contractor will not be required to contract with any Subcontractor or person or organization against whom he has a reasonable objection.

**5.2.3** If the Owner or Architect refuses to accept any Subcontractor or person or organization on a list submitted by the Contractor in response to the requirements of the Contract Documents or the Instructions to Bidders, the Contractor shall submit an acceptable substitute and the Contract Sum shall be increased or decreased by the difference in cost occasioned by such substitution and an appropriate Change Order shall be issued; however, no increase in the Contract Sum shall be allowed for any such substitution unless the Contractor has acted promptly and responsively in submitting for acceptance any list or lists of names as required by the Contract Documents or the Instructions to Bidders.

**5.2.4** If the Owner or the Architect requires a change of any proposed Subcontractor or person or organization previously accepted by them, the Contract Sum shall be increased or decreased by the difference in cost occasioned by such change and an appropriate Change Order shall be issued.

**5.2.5** The Contractor shall not make any substitution for any Subcontractor or person or organization who has been accepted by the Owner and the Architect, unless the substitution is acceptable to the Owner and the Architect.

### **5.3 SUBCONTRACTUAL RELATIONS**

**5.3.1** All work performed for the Contractor by a Subcontractor shall be pursuant to an appropriate agreement between the Contractor and the Subcontractor (and where appropriate between Subcontractors and Sub-subcontractors) which shall contain provisions that:

- .1 preserve and protect the rights of the Owner and the Architect under the Contract with respect to the Work to be performed under the subcontract so that the subcontracting thereof will not prejudice such rights;
- .2 require that such Work be performed in accordance with the requirements of the Contract Documents;
- .3 require submission to the Contractor of applications for payment under each subcontract to which the Contractor is a party, in reasonable time to enable the Contractor to apply for payment in accordance with Article 9;
- .4 require that all claims for additional costs, extensions of time, damages for delays or otherwise with respect to subcontracted portions of the Work shall be submitted to the Contractor (via any Subcontractor or Sub-subcontractor where appropriate) in sufficient time so that the Con-

tractor may comply in the manner provided in the Contract Documents for like claims by the Contractor upon the Owner;

- .5 waive all rights the contracting parties may have against one another for damages caused by fire or other perils covered by the property insurance described in Paragraph 11.3, except such rights as they may have to the proceeds of such insurance held by the Owner as trustee under Paragraph 11.3; and
- .6 obligate each Subcontractor specifically to consent to the provisions of this Paragraph 5.3.

### **5.4 PAYMENTS TO SUBCONTRACTORS**

**5.4.1** The Contractor shall pay each Subcontractor, upon receipt of payment from the Owner, an amount equal to the percentage of completion allowed to the Contractor on account of such Subcontractor's Work, less the percentage retained from payments to the Contractor. The Contractor shall also require each Subcontractor to make similar payments to his subcontractors.

**5.4.2** If the Architect fails to issue a Certificate for Payment for any cause which is the fault of the Contractor and not the fault of a particular Subcontractor, the Contractor shall pay that Subcontractor on demand, made at any time after the Certificate for Payment should otherwise have been issued, for his Work to the extent completed, less the retained percentage.

**5.4.3** The Contractor shall pay each Subcontractor a just share of any insurance moneys received by the Contractor under Article 11, and he shall require each Subcontractor to make similar payments to his subcontractors.

**5.4.4** The Architect may, on request and at his discretion, furnish to any Subcontractor, if practicable, information regarding percentages of completion certified to the Contractor on account of Work done by such Subcontractors.

**5.4.5** Neither the Owner nor the Architect shall have any obligation to pay or to see to the payment of any moneys to any Subcontractor except as may otherwise be required by law.

## **ARTICLE 6**

### **SEPARATE CONTRACTS**

#### **6.1 OWNER'S RIGHT TO AWARD SEPARATE CONTRACTS**

**6.1.1** The Owner reserves the right to award other contracts in connection with other portions of the Project under these or similar Conditions of the Contract.

**6.1.2** When separate contracts are awarded for different portions of the Project, "the Contractor" in the contract documents in each case shall be the contractor who signs each separate contract.

#### **6.2 MUTUAL RESPONSIBILITY OF CONTRACTORS**

**6.2.1** The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their

work, and shall properly connect and coordinate his Work with theirs.

**6.2.2** If any part of the Contractor's Work depends for proper execution or results upon the work of any other separate contractor, the Contractor shall inspect and promptly report to the Architect any apparent discrepancies or defects in such work that render it unsuitable for such proper execution and results. Failure of the Contractor so to inspect and report shall constitute an acceptance of the other contractor's work as fit and proper to receive his Work, except as to defects which may develop in the other separate contractor's work after the execution of the Contractor's Work.

**6.2.3** Should the Contractor cause damage to the work or property of any separate contractor on the Project, the Contractor shall, upon due notice, settle with such other contractor by agreement or arbitration, if he will so settle. If such separate contractor sues the Owner or initiates an arbitration proceeding on account of any damage alleged to have been so sustained, the Owner shall notify the Contractor who shall defend such proceedings at the Owner's expense, and if any judgment or award against the Owner arises therefrom the Contractor shall pay or satisfy it and shall reimburse the Owner for all attorneys' fees and court or arbitration costs which the Owner has incurred.

#### **6.3 CUTTING AND PATCHING UNDER SEPARATE CONTRACTS**

**6.3.1** The Contractor shall be responsible for any cutting, fitting and patching that may be required to complete his Work except as otherwise specifically provided in the Contract Documents. The Contractor shall not endanger any work of any other contractors by cutting, excavating or otherwise altering any work and shall not cut or alter the work of any other contractor except with the written consent of the Architect.

**6.3.2** Any costs caused by defective or ill-timed work shall be borne by the party responsible therefor.

#### **6.4 OWNER'S RIGHT TO CLEAN UP**

**6.4.1** If a dispute arises between the separate contractors as to their responsibility for cleaning up as required by Paragraph 4.16, the Owner may clean up and charge the cost thereof to the several contractors as the Architect shall determine to be just.

## **ARTICLE 7**

### **MISCELLANEOUS PROVISIONS**

#### **7.1 GOVERNING LAW**

**7.1.1** The Contract shall be governed by the law of the place where the Project is located.

#### **7.2 SUCCESSORS AND ASSIGNS**

**7.2.1** The Owner and the Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. Neither

party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any moneys due or to become due to him hereunder, without the previous written consent of the Owner.

#### **7.3 WRITTEN NOTICE**

**7.3.1** Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified mail to the last business address known to him who gives the notice.

#### **7.4 CLAIMS FOR DAMAGES**

**7.4.1** Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the other party or of any of his employees, agents or others for whose acts he is legally liable, claim shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

#### **7.5 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND**

**7.5.1** The Owner shall have the right to require the Contractor to furnish bonds covering the faithful performance of the Contract and the payment of all obligations arising thereunder if and as required in the Instructions to Bidders or elsewhere in the Contract Documents.

#### **7.6 RIGHTS AND REMEDIES**

**7.6.1** The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

#### **7.7 ROYALTIES AND PATENTS**

**7.7.1** The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof, except that the Owner shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified, but if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Architect.

#### **7.8 TESTS**

**7.8.1** If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to be inspected, tested or approved, the Contractor shall give the Architect timely notice of its readiness and of the date arranged so the Architect may observe such inspection, testing or approval. The Contractor shall bear all costs of such inspections, tests and approvals unless otherwise provided.

**7.8.2** If after the commencement of the Work the Architect determines that any Work requires special inspection, testing, or approval which Subparagraph 7.8.1



file on 3340

November 22, 1974

*not sent*  
*Replaces (not 20 letter)*

Barton Hess  
Bart Hess Building Contractor  
6446 S. W. Capitol Highway  
Portland, Oregon 97201

Dear Mr. Hess:

The City Council Wednesday, November 20, 1974, accepted the bid of Bart Hess Building Contractor for Neighborhood Facility - King School Model Cities for the Bureau of Model Cities as shown on the attached report of the Purchasing Agent dated November 7, 1974.

This award is subject to approval by the City Attorney as to bid sufficiency, preparation of appropriate contract and proper execution of such contract.

Based on a memo from the Purchasing Agent, a copy of which is attached, please be advised that this award is contingent upon the availability of funds in the Bureau of Model Cities to support this project.

Very truly yours,

GEORGE YERKOVICH

Auditor of the City of Portland  
BY:

Chief Deputy

EC:mk  
Encls.

Cal. No. 3340  
Certified Mail - RRR

THE CITY OF  
**PORTLAND**



**OREGON**

BUREAU OF  
FINANCIAL AFFAIRS

K.M. HAMMON  
FINANCE OFFICER

1220 S.W. FIFTH AVE.  
PORTLAND, OR. 97204

LEGAL DEPT. *DCS*  
NOV 22 1974  
RECEIVED  
REPORTED

November 22, 1974

MEMORANDUM

TO: Donald C. Jeffery  
Senior Deputy City Attorney

FROM: Kenneth M. Hammon *K.H.*  
Finance Officer

SUBJECT: Council Calendar No. 3340 (1974) Award of Contract  
for Neighborhood Facility - King School - Model  
Cities to Barton Hess

Transmitted herewith is the Council Calendar file on the award of contract for the above project to Barton Hess, an Individual, d/b/a Bart Hess Building Contractor.

Also transmitted is a copy of the specifications with six addenda and the revised plans and drawings for said project for filing in Council Calendar 3340 (1974) when the contract is transmitted to the City Auditor. Please note that certain plans and drawings have not been noted as having been revised on October 21, 1974, and I feel a check is in order to determine whether this was an oversight or whether there was no need for revision of these sheets.

Since there has been some question about the financing of this project at the time the contract was awarded, I would appreciate your giving me the form of contract when prepared, prior to transmittal to the Auditor for tender to the Contractor for signature, so that I can check to see whether the funding problem for this project has been satisfactorily settled.

KMH:PM:mc



3285 3340

3332

Report of the Purchasing Agent on bid received for Neighborhood Facility - King School Model Cities for the Bureau of Model Cities; recommending acceptance of bid from Bart Hess Building Contractor in the amount of: Basic Bid - \$399,812.00; Alternate No. 1 - \$7,810.00; Alternate No. 2 - \$10,162.00; Alternate No. 3 - \$7,700.00; Alternate No. 4 - \$4,300.00; Alternate No. 5 - \$4,000.00; Alternate No. 6 - \$9,400.00; Alternate No. 7 - \$17,000.00; Alternate No. 8 - \$4,520.00; Alternate No. 9 - 0 -; Alternate No. 10 - \$1,760.00; Alternate No. 11 - \$12,452.00; in the total amount of \$478,916.00 and that a 100 percent performance bond be furnished by the contractor.

NOV 13 1974

CONTINUED TO 2 P.M. NOV 14 1974

NOV 14 1974

CONTINUED TO 9:30 A.M. NOV 20 1974

NOV 20 1974

ADOPTED

CITY ATTORNEY PREPARE CONTRACT

THE COMMISSIONERS VOTED  
AS FOLLOWS

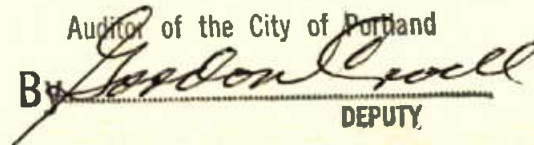
	YEAS	NAYS
IVANCIE	<u>1</u>	
JORDAN	<u>1</u>	
McCREADY	<u>1</u>	
SCHWAB	<u>1</u>	
Goldschmidt	<u>1</u>	

Filed NOV 7 1974

GEORGE YERKOVICH

Auditor of the City of Portland

By



DEPUTY

THE CITY OF  
**PORTLAND**



**OREGON**

BUREAU OF  
FINANCIAL AFFAIRS  
K.M. HAMMON  
FINANCE OFFICER

1220 S.W. FIFTH AVE.  
PORTLAND, OR. 97204

November 7, 1974

TO THE COUNCIL:

Ordinance No. 138602 authorized the Purchasing Agent to advertise for bids for Neighborhood Facility - King School Model Cities for the Bureau of Model Cities.

Bids were opened October 29, 1974 and one bid was received for this project.

The only bid received meeting specification requirements was submitted by Bart Hess Bldg. Contractor. It is recommended that award of contract be made to the successful bidder as follows:

Basic Bid	\$399,812.00
Alternate #1	7,810.00
Alternate #2	10,162.00
Alternate #3	7,700.00
Alternate #4	4,300.00
Alternate #5	4,000.00
Alternate #6	9,400.00
Alternate #7	17,000.00
Alternate #8	4,520.00
Alternate #9	-----
Alternate #10	1,760.00
Alternate #11	12,452.00

in the total amount of \$478,916.00. It is also recommended that a Performance Bond in the amount of 100% of the contract be furnished.

Recommended by,

*K. M. Hammon*  
K. M. Hammon  
Purchasing Agent

KMH:mc  
Encs.

PORTLAND MODEL CITIES - CITY DEMONSTRATION AGENCY

Interagency Memorandum

DATE: November 14, 1974

TO: The Honorable Charles Jordan  
Commissioner of Public Safety

FROM: Mike Henniger  
Physical Program Coordinator

SUBJECT: Neighborhood Facility bid recommendation

In answer to questions raised by Commissioner Mildred Schwab, I have reviewed the budget, the low bid, and the procedure by which the project was advertised. The original budget for the Neighborhood Facility as submitted to the federal government in the Part I application anticipated a total project cost of \$415,775. During the preparation of the Part II application these costs were revised to \$457,851. The federal government approved a budget totaling \$505,595. Since this budget was approved we have contracted for the acquisition clearance and relocation of the Neighborhood Facility site and have entered into a contract with various individuals, including the architect, for services in connection with the development of the project. While we have spent less than the budgeted amount for these services, the expected total development costs as reflected by the current bid for construction is \$665,000. In preparing my memo to you on the cost overrun I indicated an additional \$144,000 would be needed in order to complete the project. That figure should be increased by \$19,000 in order to cover contingencies and the project inspection fee required by HUD. The difference between the amount of money available from the federal grant and the amount of money needed to complete the project, if shared equally by the City and Model Cities, would be \$79,000 and not \$72,000 as originally estimated. A summary of the federal grant budget is attached.

The construction cost breakdown for the Facility is also attached to this memo. As originally estimated by the architect during the design development phase the cost for new construction was \$25.80 per square foot. In December 1973 during the construction documents phase of the architect's contract new construction was revised to \$27.04 per square foot. The current bid from Bart Hess is equivalent to \$41.07 per square foot for construction and \$1.37 per square foot for site work, parking and landscaping, and \$3.52 per square foot for remodelling. There are three ways to analyze these costs. If the total cost of construction is divided by the total number of square feet in the Neighborhood Facility, the cost is equal to \$23.77 per square foot. If the total cost for construction is divided by the amount of rentable space in the Neighborhood Facility, the cost is \$34.41 per square foot. If new construction alone is considered the cost per square foot is \$41.07. The Office of Facility Management advised that these figures are not inconsistent with their experience nor with general construction costs over the past few months.

With regard to space allocations for the Facility, a summary of letters of intent is attached. While no specific agency has been identified for the child care space it is anticipated that child care activities will play an important role at the Facility. Excluding child care the Facility is fifty percent encumbered by letters of intent. With child care allocations included the Facility is seventy percent covered by letters of intent.

Finally, you will find attached a list of plan holders for both the first and second bid on the Neighborhood Facility. The advertisement for bids during the first bid was run for five days in the Daily Journal of Commerce. Twelve construction companies checked out plans through the purchasing agent, and six builder exchange centers were sent copies of the plans and specifications. After rejecting the first bid, each plan holder from the first bid was contacted individually by the purchasing agent to determine interest in the second bid. The second bid was advertised in the Daily Journal of Commerce for three days and each of the six builders exchanges received the revised specifications during the second bid. Three of the original 12 plan holders chose not to receive the second bid specifications. One additional contractor received a set of specifications during the second bid. Between the first and second bid the City Purchasing Agent contacted those plan holders who did not submit a bid to determine why they did not choose to participate in the bid for the Neighborhood Facility. No general conclusion was drawn from the wide range of responses given by the general contractors.

The Purchasing Agent has indicated he will be present for the continuation of his report on the Neighborhood Facility bid and a copy of this memorandum and its attachments has been distributed to each Commissioner. I hope that this information is sufficient and that the Council will approve the bid as recommended by Model Cities and the Purchasing Agent.

MH 

MH/nv  
Attachments

**NEIGHBORHOOD FACILITY  
FEDERAL GRANT BUDGET HISTORY**

	<u>Original 11-72</u>	<u>Revised 4-73</u>	<u>Approved 6-73</u>	<u>Actual 11-74</u>
Acquisition of Site	85,600	90,400	79,950	97,656
Relocation Services	4,500	5,300	62,580	41,344
Development Costs	304,044	344,180	344,381	507,000
Contingencies	17,736	14,076	14,076	14,000
Project Fee	3,895	3,895	4,608	5,000
<b>TOTAL</b>	<b>415,775</b>	<b>457,851</b>	<b>505,595</b>	<b>665,000</b>

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**Minimum Local Contribution Required**

	138,591	171,709	168,532	168,532
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**Local Contribution To Be Made**

	138,899	171,709	168,532	293,621
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<b>N.F. Project Grant</b>	276,876	305,235	298,877	298,877
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<b>Relocation Grant</b>	82,310	38,186	38,186	38,186
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**TOTAL FEDERAL GRANT**

	359,186	343,421	337,063	337,063
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# NEIGHBORHOOD FACILITY CONSTRUCTION COST BREAKDOWN

Original (4-73)		Revised (12-73)		Bid (11-74)	
Construction Costs <del>\$25.80</del> = \$240,020		<del>\$27.04</del> = \$251,520		\$41.07 <del>4</del> = \$382,024	
Sitework	\$ 5,500	5,500		16,519	
Concrete	17,600	17,600		30,195	
Masonry	26,400	26,400		21,985	
Framing	42,900	46,900		69,526	
Roofing	15,400	16,900		28,450	
Interior Finishes	18,150	20,150		48,718	
Doors	5,720	5,720		14,802	
Windows	14,080	14,080		22,400	
Finish Flooring	15,950	15,950		16,869	
Plumbing	8,800	8,800		10,519	
Electrical	28,600	30,600		29,513	
Mechanical	40,920	42,920		51,355	
Air Conditioning	Ø	Ø		21,173	
Parking & Landscaping	<del>\$ .85</del> = 37,500	<del>\$ .85</del> = 37,500		<del>\$1.37</del> = 58,679	
Sitework	27,000	27,000		31,262	
Sidewalks & Curbs	8,500	8,500		5,678	
Lighting	2,000	2,000		2,222	
Landscaping	Ø	Ø		7,810	
Cul de Sac	Ø	Ø		11,707	
Remodeling Ex. Bldg.	<del>\$4.03</del> = 43,740	<del>\$4.03</del> = 43,740		<del>\$3.52</del> = 38,213	
Child Care	16,200	16,200		} 38,213	
Classrooms	11,520	11,520			
Multi Purpose Room	9,720	9,720			
Halls	4,300	4,300			
Bath	2,000	2,000			

## SUMMARY OF AGENCY INTENT

<u>AGENCY</u>	<u>SPACE</u>
Housing Authority of Portland	100 sq. ft.
Boy Scouts of America	300 sq. ft.
Albina Ministerial Alliance	400 sq. ft.
Yaun Youth Care Centers	400 sq. ft.
Edgefield Lodge	500 sq. ft.
Portland Development Commission	5,250 sq. ft.
Child Care*	2,700 sq. ft.

### Total by percent

\*without Child Care                      6,950 sq. ft. = 50%

\*with Child Care                            9,650 sq. ft. = 70%

Planholders: 1st Bid

Eugene Builders Exchange  
Builders Exchange Coop  
Dodge Scan  
Salem Contractors Exchange  
Northwest Plan Center  
Albina Contractors Association

Cloyd R. Watt  
Marv Thornton  
Bart Hess  
Frank Ralph & Sons  
Wm. McGuinnis  
Lorenz Brunn  
Bishop Construction  
Schammer Co.  
George Christian Electric  
Zuker Brothers  
Charles Schmiedeskamp, Inc.  
Walsh Construction

Planholders: 2nd Bid

Eugene Builders Exchange  
Builders Exchange Coop.  
Dodge Scan  
Salem Contractors Exchange  
Northwest Plan Center  
Albina Contractors Association

Cloyd R. Watt  
Marv. Thornton  
Bart Hess  
Frank Ralph & Sons  
Wm. McGuinnis  
Lorenz Brunn  
Bishop Construction  
Schammer Co.  
Zuker Brothers  
Gene Setergren



## TABULATION OF BIDS

DEPARTMENT OF FINANCE  
BUREAU OF PURCHASES AND STORES

ARTICLE NEIGHBORHOOD FACILITY-KING SCHOOL MODEL CITIES

OCTOBER 29, 1974

Ordinance 138602 Appropriation \_\_\_\_\_  
For Bureau Model CitiesBART HESS BLDG.  
CONTRACTOR

BASIC BID

UNIT TOTAL  
399,812.00

ALTERNATE #1 Plus

7,810.00

#2

10,162.00

#3

7,700.00

#4

4,300.00

#5

4,000.00

#6

9,400.00

#7

17,000.00

#8

4,520.00

#9

-----

#10

1,760.00

#11

12,452.00

## CITY OF PORTLAND

## NEIGHBORHOOD FACILITY

Bids due at 2 p.m., Oct. 29

INVITATION FOR PROPOSALS FOR  
NEIGHBORHOOD FACILITY.

Sealed proposals will be received at the office of the Purchasing Agent of the City of Portland, Room 209 City Hall, until 2 P.M. October 29, 1974 for furnishing labor, materials and equipment and for constructing a neighborhood facility at King School for the Bureau of Model Cities in accordance with specifications on file in the Bureau of Purchases Room 209 City Hall.

No proposal or bid will be considered, unless accompanied by a check, certified by a responsible bank, or a bid bond, payable to the order of the City of Portland, Oregon, for an amount equal to ten (10) per cent of the aggregate amount of the proposal, to be forfeited as fixed and liquidated damages, should the bidder neglect or refuse to enter into contract and provide a suitable bond for the faithful performance of the contract, in the event the said contract is awarded to him.

Federal funds will be used in this project and federal provisions relating to Equal Employment Opportunity and the Davis-Bacon Act apply.

Attention is called to legal requirements governing public bidding, as noted on specifications.

All bidders must be prequalified.

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

Date of first publication Oct. 15, 1974.

Date of last publication Oct. 17, 1974.

K. M. HAMMON,

Purchasing Agent for the  
City of Portland. C878-31

EST. COST \$350,000.00

FUND 31903378

BID PROPOSAL  
DIVISION C

TO: CITY OF PORTLAND, OREGON  
c/o PURCHASING AGENT  
ROOM 209, CITY HALL  
PORTLAND, OREGON 97204

FOR: NEIGHBORHOOD FACILITY-KING SCHOOL-MODEL CITIES

THE UNDERSIGNED, HAVING FULLY EXAMINED THE CONDITIONS, SPECIFICATIONS, ADDENDA, AND PROPERTY TO BE IMPROVED, HEREBY PROPOSES TO FURNISH ALL MATERIALS, LABOR AND EQUIPMENT AND DO ALL WORK SPECIFIED IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF THE PLANS AND SPECIFICATIONS WITHIN 300 DAYS FOR THE SUM OF THREE HUNDRED NINETY NINE THOUSAND EIGHT HUNDRED TWELVE DOLLARS (\$ 399,812<sup>00</sup>); PLUS OR MINUS

	PLUS	MINUS
ALTERNATE NO. 1 - LANDSCAPE; PROVIDE LANDSCAPE PLANTING INDICATED.	\$ <u>7810<sup>00</sup></u>	\$ <u>—</u>
ALTERNATE NO. 2 - PROVIDE FOLDING POCKET TABLES AT MULTIPURPOSE ROOM.	\$ <u>10162<sup>00</sup></u>	\$ <u>—</u>
ALTERNATE NO. 3 - PROVIDE REPAINTING, REMODELING SCHEDULED FOR EXISTING BUILDING.	\$ <u>7700<sup>00</sup></u>	\$ <u>—</u>
ALTERNATE NO. 4 - PARTITIONS; PROVIDE MOVABLE GYMNASIUM PARTITION SPECIFIED.	\$ <u>4300<sup>00</sup></u>	\$ <u>—</u>
ALTERNATE NO. 5 - SECURITY GATES; PROVIDE HOLLOW METAL DOORS WHERE SHOWN IN LIEU OF EXISTING ROLL-UP PARTITION.	\$ <u>4000<sup>00</sup></u>	\$ <u>—</u>
ALTERNATE NO. 6 - STREET AND CUL-DE-SAC; PROVIDE WORK INDICATED ON CITY PROPERTY SPECIFIED AND SHOWN.	\$ <u>9400<sup>00</sup></u>	\$ <u>—</u>
ALTERNATE NO. 7 - PROVIDE COOLING EQUIPMENT, CONDENSER, COMPRESSOR, PIPING AND COOLING COIL AND REFRIGERATION CONTROLS INDICATED.	\$ <u>17000<sup>00</sup></u>	\$ <u>—</u>
ALTERNATE NO. 8 - PROVIDE CARPETING SPECIFIED AND INDICATED IN EXISTING CORRIDOR FLOOR AND WALL AREAS.	\$ <u>4520<sup>00</sup></u>	\$ <u>—</u>
ALTERNATE NO. 9 - FOR OREGON PRODUCTS (ORS 279.040)	\$ <u>—</u>	\$ <u>—</u>

Alternates No. 10 and 11 on back

DATE: 10/29/74

NAME OF FIRM: BART HESS BUILDING CONTRACTOR

STREET ADDRESS: 6446 S.W. Capitol Highway

CITY AND STATE: Portland, Oregon 97201

TELEPHONE NO.: 245-2229

BY:

Barton Hess

BID PROPOSAL  
DIVISION C  
PAGE 2

FIRM IS A CORPORATION \_\_\_\_; PARTNERSHIP \_\_\_\_; PROPRIETORSHIP X

REGISTERED BY OREGON CORPORATION COMMISSIONER: YES \_\_\_\_; NO \_\_\_\_

IF PARTNERSHIP, LIST PARTNERS:

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

IF PROPRIETORSHIP, NAME OF  
PRINCIPAL:

Barton Hess  
\_\_\_\_\_

THIS PROPOSAL MUST BE ACCOMPANIED BY:

1. BID BOND OR CHECK
2. AFFIDAVIT

	<u>Plus</u>	<u>Minus</u>
ALTERNATE NO. 10 - Provide Acoustical Panel Boards (4x8 Nubby 11)	\$ <u>1760<sup>00</sup></u>	\$ <u>—</u>
ALTERANTE NO. 11 - Provide Jumbo Brick in lieu of Rough Textured Machine Dashed Stucco	\$ <u>12452<sup>00</sup></u>	\$ <u>—</u>

U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

**CERTIFICATION OF BIDDER REGARDING  
EQUAL EMPLOYMENT OPPORTUNITY**

**INSTRUCTIONS**

This certification is required pursuant to Executive Order 11246 (30 F. R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

**CERTIFICATION BY BIDDER**

Bidder's Name: BART HESS BUILDING CONTRACTOR

Address and Zip Code: 6446 S. W. Capitol Highway, Portland, Oregon 97201

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.

Yes ☒ No ☐ (If answer is yes, identify the most recent contract.)

2. Compliance reports were required to be filed in connection with such contract or subcontract.

Yes ☐ No ☒ (If answer is yes, identify the most recent contract.)

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.

Yes ☒ No ☐ None Required ☐

4. If answer to item 3 is "No," please explain in detail on reverse side of this certification.

Certification – The information above is true and complete to the best of my knowledge and belief.

Barton Hess, Owner

*Name and Title of Signer (Please Type)*

  
*Signature*

10/29/74

*Date*

Part III: Certifications

A. Bidders' Certifications. A bidder will not be eligible for award of a contract under this Invitation for Bids unless such bidder has submitted as a part of its bid the following certification, which will be deemed a part of the resulting contract:

**BIDDERS' CERTIFICATION**

BART HESS BUILDING CONTRACTOR certifies that:  
(Bidder)

1. It intends to use the following listed construction trades in the work under the contract Carpenters and laborers

\_\_\_\_\_  
\_\_\_\_\_; and

2. (a) as to those trades set forth in the preceding paragraph one hereof for which it is eligible under Part I of these Bid Conditions for participation in the Portland Plan, it will comply with the Portland Plan on all construction work (both federal and non-federal) in the Portland area within the scope of coverage of that Plan, those trades being: Carpenters and Laborers

\_\_\_\_\_, and/or

(b) as to those trades for which it is required by these Bid Conditions to comply with Part II of these Bid Conditions, it adopts the minimum minority manpower utilization goals and the specific affirmative action steps contained in said Part II, for all construction work (both federal and non-federal) in the Portland area subject to these Bid Conditions, those trades being: Carpenters and Laborers

\_\_\_\_\_; and

3. it will obtain from each of its subcontractors and submit to the contracting or administering agency prior to the award of any subcontract under this contract the subcontractor certification required by these Bid Conditions.

RA Furlan  
(Signature of authorized representative of bidder)

CERTIFICATION - PRIME CONTRACTOR

" BART HESS BUILDING CONTRACTOR certifies that:

(Name of Bidder)

(a) it intends to use the following listed construction trades in the work under the contract, either itself or through sub-contractors at any tier Carpenters and Laborers;

(b) the labor organizations with whom it has collective bargaining agreements who are signatories to the Portland Plan and as to which trades there are set forth in the Portland Plan, specific commitments to goals of minority manpower utilization are as follows: Oregon State Council of Carpenters and Oregon State Council of Laborers;

(c) the labor organizations with whom it has collective bargaining agreements who are not signatories to the Portland Plan or who are signatories thereto but with respect to trades for which no specific commitments to goals of minority manpower utilization are set forth in the Portland Plan are as follows:  
None

(d) the following is a full list of all present construction work or contracts (both federal and non-federal) to which it is a party in any capacity in Clackamas, Multnomah, and Washington Counties, Oregon: University of Oregon MEDical School-Neonatal, United States Postal Service Main Branch and Packages 1 & 2-Cluster "B"

(e) it will comply, and require its subcontractors to comply, with all of the terms of the Portland Plan on all work (both federal and non-federal) in the counties described in the preceding paragraph (d) hereof, in any trade as set forth in paragraph (b) hereof for which it or its subcontractors are committed to the Portland Plan and will be bound by the provisions of Part II of these Bid Conditions on all work in such counties, for all other trades as set forth in paragraph (c) hereof; and

(f) in the event the bidder is no longer participating in an affirmative action plan acceptable to the Director of the Office of Federal Contract Compliance, including the Portland Plan, or it or the union with whom it maintains a collective bargaining agreement ceases to be a participating signatory to the Portland Plan, the bidder will comply with Part II of these Bid Conditions.

X Barton Hess  
(Signature of authorized representative of bidder.)"

Any bidder, contractor or subcontractor using one or more trades of construction employees must comply with either Part I or Part II of these Bid Conditions as to each such trade. Thus, a bidder, contractor or subcontractor may be in compliance with these conditions by its inclusion, with its union, in the Portland Plan as to trade "A", provided there is set forth in the Portland Plan a specific commitment by that union to a goal of minority manpower utilization for such trade "A", thereby meeting the provisions of this Part I, and by its commitment to Part II in regard to trade "B" in the instance in which it is not included in the Portland Plan and, therefore, cannot meet the provisions of this Part I.

To be eligible for award of a contract under Part I of this Invitation for Bids, a bidder must execute and submit as part of its bid the following certification, which will be deemed a part of the resulting contract:

" BART HESS BUILDING CONTRACTOR certifies that:

(Name of Bidder)

(a) it intends to use the following listed construction trades in the work under the contract, either itself or through subcontractors at any tier \_\_\_\_\_  
Carpenters and Laborers \_\_\_\_\_;

(b) the labor organizations with whom it has collective bargaining agreements who are signatories to the Portland Plan and as to which trades there



are set forth in the Portland Plan, specific commitments to goals of minority manpower utilization are as follows: State of Oregon Council of Carpenters; State of Oregon

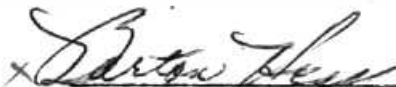
Council of Laborers \_\_\_\_\_;

(c) the labor organizations with whom it has collective bargaining agreements who are not signatories to the Portland Plan or who are signatories thereto but with respect to trades for which no specific commitments to goals of minority manpower utilization are set forth in the Portland Plan are as follows: None

\_\_\_\_\_  
\_\_\_\_\_  
(d) the following is a full list of all present construction work or contracts (both federal and non-federal) to which it is a party in any capacity in Clackamas, Multnomah, and Washington Counties, Oregon: University of Oregon Medical School- Neonatal; United States Postal Service Main Branch Remodel, and

Cluster "B" Packages 1 and 2 \_\_\_\_\_;

(e) it will comply, and require its subcontractors to comply, with all of the terms of the Portland Plan on all work (both federal and non-federal) in the counties described in the preceding paragraph (d) hereof, in any trade as set forth in paragraph (b) hereof for which it or its subcontractors are committed to the Portland Plan and will be bound by the provisions of Part II of these Bid Conditions on all work in such counties, for all other trades as set forth in paragraph (c) hereof; and (f) in the event the bidder is no longer participating in an affirmative action plan acceptable to the Director of the Office of Federal Contract Compliance, including the Portland Plan, or it or the union with whom it maintains a collective bargaining agreement ceases to be a participating signatory to the Portland Plan, the bidder will comply with Part II of these Bid Conditions.



(Signature of authorized representative of bidder.)"

PORTLAND MODEL CITIES - CITY DEMONSTRATION AGENCY

Interagency Memorandum

DATE: November 6, 1974

TO: Charles Jordan  
Commissioner of Public Safety

FROM: Michael Henniger  
Physical Program Coordinator

SUBJECT: Recommendation on Bids Received: Neighborhood Facility

On Tuesday, October 29, Bids for construction of the Neighborhood Facility at King School were opened by the City Purchasing Agent. Only one bid was received - from Bart Hess Building Contractor. The Bid received was as follows:

Base Bid	\$399,812.00
Alternate #1	7,810.00
Alternate #2	10,162.00
Alternate #3	7,700.00
Alternate #4	4,300.00
Alternate #5	4,000.00
Alternate #6	9,400.00
Alternate #7	17,000.00
Alternate #8	4,520.00
Alternate #9	- 0 -
Alternate #10	1,760.00
Alternate #11	12,452.00
TOTAL BID	\$478,916.00

We have reviewed the bid with the Architect, DeNorval Unthank, with the Policy Advisory Board for the Neighborhood Facility, with a representative of Portland Public Schools who will become the Operating Agency for the Facility, and with the Chairman of the Citizens' Planning Board. As a result of these reviews we recommend acceptance of the Base Bid and all alternates for a total price of \$478,916.00.

Funds are available for this project from the following sources:

Neighborhood Facility Grant Balance	\$335,000
Model Cities Relocation (reprogrammed)	72,000
Housing & Community Development funds	72,000
	<u>\$479,000</u>

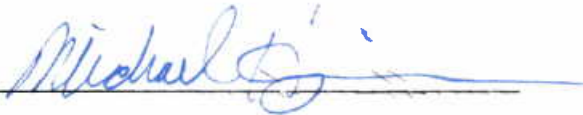
11/6/74

The Citizens' Planning Board has approved a reprogramming of funds from Relocation to the Neighborhood Facility. Gary Stout, Administrator of the Office of Planning and Development has agreed to include the Neighborhood Facility allocation in the first year budget for Housing and Community Development Funds.

When this recommendation is approved, we are further recommending that the contract for construction be formulated on a time and materials basis, i.e. the City would pay a negotiated fee for supervision, actual labor and materials costs, but in no event more than the accepted bid. We further recommend a 15% bonus to the contractor for savings below the accepted bid. The effect of this recommendation is to allow for a saving of public funds should actual cost be less than anticipated by the contractor, and provides incentive for such cost savings.

If I can clarify any points included in this recommendation, or can further elaborate on these issues, please do not hesitate to call this office.

MH



MH/nv

cc: A. Jamison  
T. Baugh  
C. Clements  
G. Stout

November 20, 1974

Barton Hess  
Bart Hess Building Contractor  
6446 S. W. Capitol Highway  
Portland, Oregon 97201

Dear Mr. Hess:

The City Council Wednesday, November 20, 1974, accepted the bid of Bart Hess Building Contractor for Neighborhood Facility - King School Model Cities for the Bureau of Model Cities as shown on the attached report of the Purchasing Agent dated November 7, 1974.

This award is subject to approval by the City Attorney as to bid sufficiency, preparation of appropriate contract and proper execution of such contract.

Very truly yours,

Auditor of the City of Portland

EC:mk  
Encl.

Cal. No. 3340  
Certified Mail - RRR

# ORDINANCE No. 138602

An Ordinance authorizing the Purchasing Agent to advertise and receive proposals for furnishing labor, materials and equipment and for constructing a Neighborhood Facility at King School (Model Cities Fund) authorizing a contract; therefore, authorizing the drawing and delivery of warrants, and declaring an emergency.

The City of Portland ordains:

Section 1. The Purchasing Agent hereby is authorized and directed to advertise and receive proposals for furnishing labor, materials and equipment and for constructing a Neighborhood Facility at King School for the Model Cities Agency, Department of Public Safety, in accordance with the plans and specifications therefore filed in the Bureau of Purchases July 25, 1974, which plans and specifications hereby are adopted and by this reference made a part of this ordinance.

Section 2. The Mayor and the Commissioner of Public Safety hereby are authorized to enter into a contract for the project mentioned in Section 1 hereof with the responsible bidder submitting the bid most advantageous to the City. The Council hereby reserves the right to reject any and/or all bids, in whole or in part, and in the event that no satisfactory bid is received, the Purchasing Agent hereby is authorized to readvertise therefore on the same basic specifications until a satisfactory bid is received. The Mayor and the Auditor hereby are authorized to draw and deliver warrants chargeable to the 1974-75 Budget, Model Cities Fund, Model Cities, Model Cities Project, Professional Services (319.611\*), when demand is presented, and approved by the proper authorities.

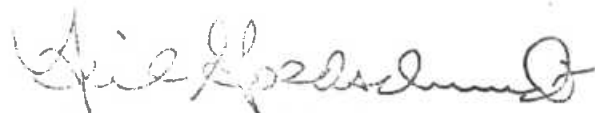
Section 3. Inasmuch as this ordinance is necessary for the immediate preservation of the public health, peace and safety of the City of Portland in this: in order that there may be no delay in providing authority for the contract for the project described in Section 1 hereof, this ordinance should be effective immediately upon its passage; therefore, an emergency hereby is declared to exist, and this ordinance shall be in force and effect from and after its passage by the Council.

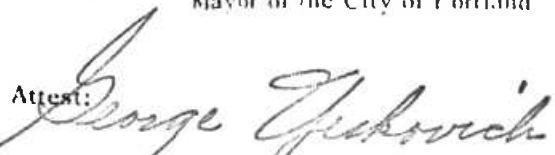
Passed by the Council JUL 31 1974

Commissioner Jordan  
July 26, 1974

CJ:ast

\*R/E Code 319.251 (Prof. Services)  
BUC #31903378 (Neighborhood Facilities)

  
Mayor of the City of Portland

Attest:   
Auditor of the City of Portland



November 21, 1974

MEMO:

TO: George Yerkovich

FROM: John McFaul

SUBJECT: Notice of Acceptance of Bid to Vendor (Barton Hess)  
(Council Calendar No. 3340 - 1974)

I recommend you add the following statement to the letter to Barton Hess. There is a need to include a statement on the funding for this project as there is a possibility that the Bureau of Model Cities may not be able to provide the necessary funding without some delay in this project.

"This award is contingent upon the availability of funds in the Bureau of Model Cities to support this project."

Thank you.

JJM/me



# **SPECIFICATIONS**

## **NEIGHBORHOOD FACILITY**

**KING SCHOOL  
MODEL CITIES**

**N.E. WYGANT BETWEEN 8TH & 7TH  
PORTLAND OREGON  
HUD NO. - NFP - OR - 10 - 18 - 1002**

**UNTHANK SEDER POTICHA  
ARCHITECTS**

**259 EAST 5TH AVE. 342-5777  
EUGENE, OREGON 97401**





**SPECIFICATIONS FOR:**

**NEIGHBORHOOD FACILITY  
KING SCHOOL MODEL CITIES  
N.E. WYGANT BETWEEN SIXTH AND SEVENTH  
PORTLAND, OREGON**

**PREPARED BY:**

**UNTHANK SEDER POTICHA  
ARCHITECTS  
259 EAST FIFTH AVENUE  
EUGENE, OREGON 97401  
(503) 342-5777**

**HEREINAFTER CALLED THE ARCHITECT**

NEIGHBORHOOD FACILITY  
KING SCHOOL MODEL CITIES

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ADVERTISEMENT FOR BIDS  
DIVISION A

TO BE ATTACHED BY CITY OF PORTLAND PURCHASING AGENT.

A. PROPOSALS

THE PROPOSAL AND BID GUARANTY SHALL BE

1. ON THE FORM FURNISHED BY THE CITY AND DISTINCTLY TYPED OR WRITTEN IN INK; AND
2. ENCLOSED IN A SEALED ENVELOPE AND ADDRESSED AS REQUIRED IN THE NOTICE TO CONTRACTORS.

DRAWINGS AND SPECIFICATIONS MUST BE RETURNED WITH THE PROPOSAL.

B. BID GUARANTY

THE PROPOSAL MUST BE ACCOMPANIED BY A SURETY BOND, CERTIFIED CHECK OR CASHIER'S CHECK PAYABLE TO THE CITY TREASURER FOR AN AMOUNT NOT LESS THAN TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BASIC BID. THE BID BOND SHALL BE ON THE FORM PROVIDED, DIVISION D.

ALL BID GUARANTEES ARE HELD SUBJECT TO PROVISIONS OF 5.44.030 OF THE CODE WHICH PROVIDES FOR RETURN IF THE CITY RECEIVES A SIGNED APPROVED CONTRACT WITH REQUIRED BONDING AND INSURANCE WITHIN THIRTY (30) DAYS.

IF THE SUCCESSFUL BIDDER DOES NOT ENTER INTO A CONTRACT, THE CITY MAY AWARD THE CONTRACT TO THE NEXT MOST ADVANTAGEOUS BIDDER.

C. WITHDRAWAL OF PROPOSAL

A PROPOSAL MAY BE WITHDRAWN BY WRITTEN REQUEST IF RECEIVED PRIOR TO THE SCHEDULED CLOSING TIME FOR FILING BIDS.

D. LATE PROPOSALS

PROPOSALS RECEIVED AFTER THE SCHEDULED CLOSING TIME FOR FILING BIDS WILL BE RETURNED TO THE BIDDER UNOPENED.

E. QUALIFIED, INCOMPLETE OR ALTERED DOCUMENTS

PROPOSALS WHICH ARE INCOMPLETE OR FAIL TO COVER ALL ITEMS OF THE DRAWINGS OR SPECIFICATIONS OR WHICH HAVE BEEN ALTERED BY THE BIDDER OR WHICH QUALIFY THE BID WILL BE REJECTED.

F. MODIFICATION OF PROPOSAL

CHANGE IN A PROPOSAL ALREADY FILED MAY BE MADE BY SUBMITTING THE CHANGE, IN FORM AND MANNER REQUIRED FOR A BID PRIOR TO THE SCHEDULED CLOSING TIME FOR FILING BIDS. A CHANGE, HOWEVER, WHICH MAKES THE SUCCESSFUL BID MORE ADVANTAGEOUS WILL BE CONSIDERED AT ANY TIME.

G. CLARIFICATION OF PLANS AND SPECIFICATIONS BY ADDENDA

ADDITIONAL INFORMATION OR INTERPRETATION OF THE PLANS AND SPECIFICATIONS IS OBTAINED BY A WRITTEN REQUEST TO THE PURCHASING AGENT AT LEAST FIVE (5) DAYS BEFORE THE DATE SET FOR FILING OF BIDS. IF, IN THE OPINION OF THE CITY, ADDITIONAL INFORMATION OR INTERPRETATION IS NEEDED BY THE BIDDERS, ADDENDA WILL BE ISSUED TO ALL PLANHOLDERS AT LEAST FORTY-EIGHT (48) HOURS BEFORE THE TIME SET FOR FILING OF BIDS. THE ADDENDA SHALL BE BINDING UPON THE BIDDERS AND FAILURE OF A BIDDER TO OBTAIN SUCH ADDENDA SHALL NOT EXCUSE HIM FROM COMPLYING THEREWITH IF HE IS AWARDED THE CONTRACT.

H. BASIS OF AWARD

THE AWARD WILL BE MADE BY THE CITY COUNCIL TO THE RESPONSIBLE BIDDER SUBMITTING THE MOST ADVANTAGEOUS BID TO THE CITY SUBJECT TO THE PROVISIONS OF ORS 279.026.

DESIGNATION BY COUNCIL OF SUCCESSFUL BID IS SUBJECT TO REVIEW OF THE BID BY THE CITY ATTORNEY FOR LEGAL SUFFICIENCY.

THE CITY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS IN WHOLE OR IN PART, OR WAIVE IRREGULARITIES NOT AFFECTING SUBSTANTIAL RIGHTS.

I. PREQUALIFICATION OF BIDDERS

BIDDERS MUST PREQUALIFY FOR THE TYPE OF WORK AND COST THEREOF PURSUANT TO ORS, CHAPTER 279, AND CITY CODE, CHAPTER 17.20. BIDDERS MUST FILE THE STATEMENT REQUIRED AT LEAST 10 DAYS PRIOR TO BID OPENING.

J. NAME BRANDS; APPROVED EQUALS

IF A MANUFACTURER'S NAME, BRAND OR ITEM IS GIVEN OR IF A PROCESS OR MATERIAL COVERED BY PATENT IS DESIGNATED, IT SHALL BE UNDERSTOOD THAT THE WORDS "OR APPROVED EQUAL" FOLLOW SUCH NAME, DESIGNATION OR DESCRIPTION.

IF THE BIDDER PROPOSES TO FURNISH AN ITEM, PROCESS OR MATERIAL WHICH HE CLAIMS TO BE OF EQUAL UTILITY TO THE ONE DESIGNATED THEN

1. BIDDER SHALL AT LEAST FIVE (5) DAYS PRIOR TO THE DATE SET FOR FILING OF PROPOSALS, SUBMIT TO THE PURCHASING AGENT A WRITTEN STATEMENT DESCRIBING IT TOGETHER WITH SUPPORTING DATA AND DETAILS SUFFICIENT TO PERMIT THE CITY TO EVALUATE THE SAME;

J. NAME BRANDS; APPROVED EQUALS (CONT)

2. THE CITY MAY REQUIRE DEMONSTRATION, ADDITIONAL TESTS AND ADDITIONAL DATA, ALL TO BE SUPPLIED AT THE EXPENSE OF BIDDER;
3. IF THE CITY DETERMINES THAT THE PROPOSED ITEM, MATERIAL OR PROCESS IS OF EQUAL UTILITY TO THE CITY, THE PURCHASING AGENT SHALL AT LEAST FORTY-EIGHT (48) HOURS PRIOR TO BID FILING ISSUE ADDENDA TO ALL PLANHOLDERS.

K. OREGON PRODUCTS

CONTRACTOR MUST USE OREGON PRODUCED OR MANUFACTURED MATERIALS WITH RESPECT TO COMMON 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 THE STATE IN ACCORDANCE WITH ORS 279.038.

WHEN A PROJECT INVOLVES THE USE OF NONMETALLIC 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, IF BIDDER PROPOSES TO USE SUCH MATERIALS FROM OUTSIDE THE STATE, IN ACCORDANCE WITH ORS 279.040.

- L. THE BIDDER MUST SUBMIT WITH THE BID THE MANPOWER ALLOCATION REPORT SET OUT IN DIVISION H

M. TIME OF COMPLETION

BIDDERS SHALL STATE IN BIDS, IN SPACE PROVIDED THEREFOR, NUMBER OF CONSECUTIVE CALENDAR DAYS WHICH THEY WILL REQUIRE TO COMPLETE THE WORK.

BID PROPOSAL  
DIVISION C

TO: CITY OF PORTLAND, OREGON  
c/o PURCHASING AGENT  
ROOM 209, CITY HALL  
PORTLAND, OREGON 97204

FOR: NEIGHBORHOOD FACILITY-KING SCHOOL-MODEL CITIES

THE UNDERSIGNED, HAVING FULLY EXAMINED THE CONDITIONS, SPECIFICATIONS, ADDENDA, AND PROPERTY TO BE IMPROVED, HEREBY PROPOSES TO FURNISH ALL MATERIALS, LABOR AND EQUIPMENT AND DO ALL WORK SPECIFIED IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF THE PLANS AND SPECIFICATIONS WITHIN \_\_\_\_\_ DAYS FOR THE SUM OF \_\_\_\_\_

DOLLARS (\$ \_\_\_\_\_);

PLUS OR MINUS

	PLUS	MINUS
ALTERNATE NO. 1 - LANDSCAPE; PROVIDE LANDSCAPE PLANTING INDICATED.	\$ _____	\$ _____
ALTERNATE NO. 2 - PROVIDE FOLDING POCKET TABLES AT MULTIPURPOSE ROOM.	\$ _____	\$ _____
ALTERNATE NO. 3 - PROVIDE REPAINTING, REMODELING SCHEDULED FOR EXISTING BUILDING.	\$ _____	\$ _____
ALTERNATE NO. 4 - PARTITIONS; PROVIDE MOVABLE GYMNASIUM PARTITION SPECIFIED.	\$ _____	\$ _____
ALTERNATE NO. 5 - SECURITY GATES; PROVIDE HOLLOW METAL DOORS WHERE SHOWN IN LIEU OF EXISTING ROLL-UP PARTITION.	\$ _____	\$ _____
ALTERNATE NO. 6 - STREET AND CUL-DE-SAC; PROVIDE WORK INDICATED ON CITY PROPERTY SPECIFIED AND SHOWN.	\$ _____	\$ _____
ALTERNATE NO. 7 - PROVIDE COOLING EQUIPMENT, CONDENSER, COMPRESSOR, PIPING AND COOLING COIL AND REFRIGERATION CONTROLS INDICATED.	\$ _____	\$ _____
ALTERNATE NO. 8 - PROVIDE CARPETING SPECIFIED AND INDICATED IN EXISTING CORRIDOR FLOOR AND WALL AREAS.	\$ _____	\$ _____
ALTERNATE NO. 9 - FOR OREGON PRODUCTS (ORS 279.040)	\$ _____	\$ _____

DATE: \_\_\_\_\_

NAME OF FIRM: \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_

CITY AND STATE: \_\_\_\_\_

TELEPHONE NO.: \_\_\_\_\_

BY: \_\_\_\_\_



BID PROPOSAL  
DIVISION C  
PAGE 2

FIRM IS A CORPORATION \_\_\_\_; PARTNERSHIP \_\_\_\_; PROPRIETORSHIP \_\_\_\_

REGISTERED BY OREGON CORPORATION COMMISSIONER: YES \_\_\_\_; NO \_\_\_\_

IF PARTNERSHIP, LIST PARTNERS:

---

---

---

---

---

IF PROPRIETORSHIP, NAME OF  
PRINCIPAL:

---

---

THIS PROPOSAL MUST BE ACCOMPANIED BY:

1. BID BOND OR CHECK
2. AFFIDAVIT

BID BOND  
DIVISION D

KNOW ALL MEN BY THESE PRESENTS THAT WE, \_\_\_\_\_,  
\_\_\_\_\_, AS PRINCIPAL, AND \_\_\_\_\_,  
\_\_\_\_\_, A CORPORATION ORGANIZED AND EXIST-  
ING UNDER THE LAWS OF THE STATE OF \_\_\_\_\_ AND DULY AUTH-  
ORIZED TO TRANSACT A SURETY BUSINESS IN THE STATE OF OREGON, AS SURETY,  
ARE HELD AND FIRMLY BOUND UNTO THE CITY OF PORTLAND, A MUNICIPAL  
CORPORATION OF THE STATE OF OREGON, 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, OR AND EACH OF OUR HEIRS, EXECUTORS, ADMINISTRATORS,  
SUCCESSORS AND ASSIGNS, FIRMLY BY THESE PRESENTS.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT WHEREAS THE PRINCIPAL  
HAS SUBMITTED OR IS ABOUT TO SUBMIT A PROPOSAL TO THE OBLIGEE ON A  
CONTRACT FOR \_\_\_\_\_;  
\_\_\_\_\_;

NOW, THEREFORE, IN THE EVENT THE PRINCIPAL IN THIS BOND IS AWARDED  
THE CONTRACT AND THE SAID PRINCIPAL SHALL FAIL, NEGLECT OR REFUSE  
TO ENTER INTO A CONTRACT TO PERFORM SAID WORK AND FURNISH SAID LABOR,  
EQUIPMENT AND/OR MATERIAL, AND TO FURNISH PERFORMANCE AND LABOR AND  
MATERIAL PAYMENT BONDS AS REQUIRED WITHIN THE TIME SPECIFIED, THEN  
THE AMOUNT HEREIN STATED SHALL BE DECLARED TO BE FORFEITED AND  
BECOME DUE AND PAYABLE TO THE CITY OF PORTLAND.

SIGNED, SEALED AND DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 19\_\_.

\_\_\_\_\_  
PRINCIPAL  
\_\_\_\_\_

\_\_\_\_\_  
ADDRESS  
\_\_\_\_\_

\_\_\_\_\_  
BY - TITLE  
\_\_\_\_\_

\_\_\_\_\_  
SURETY  
\_\_\_\_\_

\_\_\_\_\_  
BY - ATTORNEY-IN-FACT  
\_\_\_\_\_

\_\_\_\_\_  
OREGON AGENT FOR SERVICE  
\_\_\_\_\_

\_\_\_\_\_  
ADDRESS  
\_\_\_\_\_

CORPORATE SEAL (PRINCIPAL)      CORPORATE SEAL (SURETY)

BID BOND  
DIVISION D  
PAGE 2

NOTE:

IF PRINCIPAL IS OPERATING UNDER AN ASSUMED BUSINESS NAME, THERE MUST ALSO BE SET FORTH IN THE FIRST PARAGRAPH OF THE BOND THE NAMES OF ALL THE PARTNERS OR THE INDIVIDUAL OWNING THE BUSINESS, AND THE BOND MUST BE EXECUTED BY ONE OF THEM.

IF THE PRINCIPAL IS A CORPORATION, THE BOND MUST BE EXECUTED BY ONE OF THE OFFICERS AUTHORIZED TO EXECUTE BONDS, SHOWING HIS OFFICIAL TITLE AND THE SEAL OF THE CORPORATION.

THE BOND MUST BE EXECUTED BY AN ATTORNEY-IN-FACT FOR THE SURETY COMPANY, SHOW ON THE FACE THEREOF THE OREGON AGENT FOR SERVICE, AND BEAR THE SEAL OF THE SURETY COMPANY. WHERE THE BOND IS EXECUTED BY A PERSON OUTSIDE THE STATE OF OREGON, HIS AUTHORITY TO EXECUTE BONDS SHOULD BE SHOWN.

PERFORMANCE BOND  
DIVISION E

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 CITY OF  
PORTLAND, A MUNICIPAL CORPORATION OF THE STATE OF OREGON, 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 OUR-  
SELVES, 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 THIS \_\_\_\_\_ DAY OF \_\_\_\_\_,  
19\_\_\_\_, ENTER INTO A CONTRACT WITH THE CITY OF PORTLAND FOR \_\_\_\_\_

WHICH CONTRACT HEREBY IS MADE A PART HEREOF AS IF FULLY COPIED  
HEREIN:

NOW, THEREFORE, IF THE SAID PRINCIPAL FAITHFULLY, PUNCTUALLY,  
AND COMPLETELY PERFORMS AND ABIDES BY ALL COVENANTS, CONDITIONS,  
AND AGREEMENTS OF SAID CONTRACT (WHICH INCLUDES PLANS AND SPECI-  
FICATIONS MADE A PART THEREOF AND ANY ADDENDA THERETO), AND WITH  
ALL LAWS, ORDINANCES, REGULATIONS AND ORDERS OF THE STATE OF ORE-  
GON AND THE CITY OF PORTLAND, AND THE AGENCIES AND BUREAUS THERE-  
OF, DIRECTLY OR INDIRECTLY GOVERNING OR APPLICABLE TO, THE PRINC-  
IPAL'S PERFORMANCE UNDER THE SAID CONTRACT, INCLUDING BUT NOT  
LIMITED TO ORS 279.510 WHICH HEREBY IS MADE A PART HEREOF AS IF  
FULLY COPIED HEREIN, AND SHALL MAKE PAYMENT PROMPTLY, AS DUE, TO  
ALL SUBCONTRACTORS AND TO ALL PERSONS SUPPLYING TO THE PRINCIPAL  
OR HIS (ITS) SUBCONTRACTORS EQUIPMENT, SUPPLIES, LABOR OR MATERI-  
ALS FOR THE PROSECUTION OF THE WORK OR ANY PART THEREOF, PROVIDED  
FOR IN SAID CONTRACT, THEN THIS OBLIGATION SHALL BE NULL AND VOID,  
OTHERWISE TO BE IN FULL FORCE AND EFFECT.

SURETY AGREES (1) THAT NO EXTENSION OF TIME ALLOWED SAID PRINCIPAL FOR COMPLETION OF THE WORK OR FOR DELIVERY UNDER THE SAID CONTRACT SHALL IMPAIR THIS OBLIGATION, OR REDUCE ANY PERIOD OF MAINTENANCE OR WARRANTY PROVIDED IN SAID CONTRACT; (2) THAT NO CHANGE MADE IN THE TERMS OR PROVISIONS OF THE SAID CONTRACT, WITHOUT NOTICE TO THE SURETY, SHALL IMPAIR THIS OBLIGATION, BUT ANY SUCH CHANGE SHALL AUTOMATICALLY INCREASE THE OBLIGATION OF THE SURETY HEREUNDER IN A LIKE AMOUNT, PROVIDED THAT SUCH INCREASE SHALL NOT EXCEED TWENTY-FIVE PERCENT (25%) OF THE ORIGINAL AMOUNT OF THIS OBLIGATION WITHOUT CONSENT OF THE SURETY; AND (3) THAT THIS OBLIGATION SHALL CONTINUE TO BIND THE SAID PRINCIPAL AND SURETY NOTWITHSTANDING SUCCESSIVE PAYMENTS MADE HEREUNDER FOR SUCCESSIVE BREACHES, UNTIL THE FULL AMOUNT OF THIS OBLIGATION IS EXHAUSTED.

PERFORMANCE BOND  
DIVISION E  
PAGE 2

SURETY FURTHER AGREES THAT NO TERMINATION OR CANCELLATION OF THIS BOND SHALL RELIEVE THE SURETY FROM HIS OR ITS OBLIGATION FOR THE PERFORMANCE BY THE PRINCIPAL OF ANY AND/OR ALL PROVISIONS OF SAID CONTRACT, INCLUDING ALL GUARANTY PROVISIONS RELATING THERETO, AS TO WORK PERFORMED OR MATERIALS OR EQUIPMENT DELIVERED PRIOR TO THE TERMINATION OR CANCELLATION.

IN WITNESS WHEREOF, THE PRINCIPAL AND SURETY HAVE CAUSED THESE PRESENTS TO BE EXECUTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 19\_\_.

\_\_\_\_\_  
PRINCIPAL

BY \_\_\_\_\_  
TITLE

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

APPROVED:

\_\_\_\_\_  
MAYOR, CITY OF PORTLAND

\_\_\_\_\_  
SURETY

BY \_\_\_\_\_  
ATTORNEY IN FACT

COUNTERSIGNED

\_\_\_\_\_  
OREGON RESIDENT AGENT

PERFORMANCE BOND  
DIVISION E  
PAGE 3

NOTE:

IF PRINCIPAL IS OPERATING UNDER AN ASSUMED BUSINESS NAME, THERE MUST ALSO BE SET FORTH IN THE FIRST PARAGRAPH OF THE BOND THE NAMES OF ALL THE PARTNERS OR THE INDIVIDUAL OWNING THE BUSINESS, AND THE BOND MUST BE EXECUTED BY ONE OF THEM.

IF THE PRINCIPAL IS A CORPORATION, THE BOND MUST BE EXECUTED BY ONE OF THE OFFICERS AUTHORIZED TO EXECUTE BONDS, SHOWING HIS OFFICIAL TITLE AND THE SEAL OF THE CORPORATION.

THE BOND MUST BE EXECUTED BY BOTH AN ATTORNEY-IN-FACT FOR THE SURETY COMPANY AND AN OREGON RESIDENT AGENT AND BEAR THE SEAL OF THE SURETY COMPANY. WHERE THE BOND IS EXECUTED BY A PERSON OUTSIDE THE STATE OF OREGON, HIS AUTHORITY TO EXECUTE BONDS SHOULD BE SHOWN.

THE BOND MUST BEAR THE SAME DATE AS THE CONTRACT.

GENERAL CONDITIONS  
DIVISION G  
PAGE 1

THE GENERAL CONDITIONS ARE THOSE SET OUT IN AIA DOCUMENT A201,  
DATED APRIL 1970.

THE GENERAL CONDITIONS ARE SUPPLEMENTED BY THE SUPPLEMENTAL  
GENERAL CONDITIONS WHICH FOLLOW. THE TWO SHALL SUPPLEMENT  
ONE ANOTHER, THE SUPPLEMENTAL GENERAL CONDITIONS CONTROLLING,  
EXCEPT THAT IF A PORTION OF THE SUPPLEMENTAL GENERAL CONDITIONS  
INDICATES THAT IT "SUPERSEDES" A PORTION OF THE GENERAL CONDI-  
TIONS, THAT PORTION OF THE GENERAL CONDITIONS IS THEREBY DELETED.



I. DEFINITIONS

A. DEFINITION OF TERMS

AS USED THROUGHOUT THIS CONTRACT, THE FOLLOWING TERMS OR EXPRESSIONS SHALL BE UNDERSTOOD TO HAVE THE MEANINGS GIVEN BELOW:

APPROVED EQUAL: A COMPONENT OR PROCESS OTHER THAN BRAND OR PROCESS DESIGNATED WHICH IS APPROVED FOR THIS PROJECT. (SEE ALSO SECTION III c)

CHANGE ORDER: A WRITTEN ORDER FROM THE CITY COMMISSIONER IN CHARGE OR THE CITY COUNCIL ONLY. (SUPPLEMENTS 12.1.2) (SEE ALSO VI B)

COMPLETION OR SUBSTANTIAL COMPLETION: SEE II A.

NOTICE TO OWNER: A WRITTEN COMMUNICATION DELIVERED BY HAND OR MAILED TO THE CITY AUDITOR. (SUPPLEMENTS 7.3.1)

OWNER: THE CITY OF PORTLAND, OREGON.

II. TIME FOR COMPLETION

A. "COMPLETION" (IN THE AIA DOCUMENT CALLED "SUBSTANTIAL COMPLETION," WHICH TERM SHALL MEAN "COMPLETION" WHEREVER USED) IS WHEN THE ENTIRE PROJECT IS COMPLETE SO THAT THE CITY MAY OCCUPY ALL THE WORK FOR THE USE FOR WHICH IT WAS INTENDED. (SUPERSEDES 8.1.3 AND SUPPLEMENTS 9.7.1)

B. EXTENSIONS OF TIME MAY BE GRANTED BY THE COUNCIL BY CHANGE ORDER IF JUSTIFIED BY DELAYS DUE TO CAUSES BEYOND THE CONTROL OF THE CONTRACTOR.

EXTENSION WILL BE GRANTED ONLY IF THE CONTRACTOR HAS

- (1) GIVEN WRITTEN NOTICE TO THE CITY OF THE CASE FOR DELAY WITHIN TEN (10) DAYS AFTER THE BEGINNING THEREOF;
- (2) GIVEN NOTICE TO THE CITY OF THE TERMINATION THEREOF WITHIN FIVE (5) DAYS AFTER SUCH TERMINATION; AND
- (3) MAKES CLAIM FOR SUCH EXTENSION PRIOR TO CONTRACT COMPLETION.

(B SUPERSEDES 8.3.1 AND 8.3.2)

C. LIQUIDATED DAMAGES WILL BE CHARGED DAILY AGAINST THE CONTRACTOR IF COMPLETION IS NOT WITHIN THE CONTRACT TIME. SUCH DAMAGES BEING SUBSTANTIAL, BUT INCAPABLE OF EXACT DETERMINATION SHALL BE AS FOLLOWS:

$\$25.00 + (\text{CONTRACT PRICE} \times .0015) = \text{DAMAGES PER DAY}$

III. INTERPRETATION OF DOCUMENTS

- A. THE ARCHITECT SHALL REPORT TO THE CITY REGARDING THE ACCEPTABILITY OF MATERIAL OR EQUIPMENT, THE PROPER EXECUTION OF THE WORK, THE ESTIMATED MEASUREMENT OF QUANTITIES, OR THE QUANTITY, CHARACTER AND CLASSIFICATION OF MATERIAL. (SUPPLEMENTS 2.2.6)
- B. LOCAL, STATE AND FEDERAL CODES AND REGULATIONS SHALL BE COMPLIED WITH, SPECIFICATIONS NOTWITHSTANDING.

IN THE EVENT ADDITIONAL WORK IS REQUIRED IN ORDER TO COMPLY WITH SUCH CODES, THE CITY WILL ISSUE A CHANGE ORDER SETTING FORTH THE ADDITIONAL WORK WITH AN APPROPRIATE ADJUSTMENT FOR TIME AND PRICE. (B SUPPLEMENTS 4.7.1)

- C. IF THE CONTRACTOR DESIRES TO RECOMMEND THAT ITEMS, PROCESS, OR MATERIAL OTHER THAN THOSE APPROVED AS EQUAL BE USED, HE SHALL APPLY TO THE ARCHITECT AND APPROVAL OF THE ARCHITECT SHALL BE OBTAINED PRIOR TO PLACING A PURCHASE ORDER OR FURNISHING THE SAME.

IF A SUBSTITUTION RESULTS IN A COST SAVINGS, THE CITY SHALL BENEFIT THEREFROM.

IV. LEGAL RESPONSIBILITY

- A. PERFORMANCE BOND. CONTRACTOR SHALL PROVIDE A PERFORMANCE BOND AT THE TIME OF EXECUTION OF THE CONTRACT:
  - (1) ON A FORM PROVIDED, DIVISION E; AND
  - (2) IN AN AMOUNT EQUAL TO THE CONTRACT PRICE.(SUPPLEMENTS 7.5.1)
- B. CONFLICTS OF INTEREST. NO OFFICER OF THE CITY NOR ANY PERSON EMPLOYED IN ITS SERVICE IS OR SHALL BE PERMITTED ANY SHARE OR PART OF THE CONTRACT OR IS OR SHALL BE ENTITLED TO ANY BENEFIT WHICH MAY ARISE THEREFROM.
- C. WAIVER AND ESTOPPEL. THE CITY SHALL NOT BE PRECLUDED OR ESTOPPED BY ANY MEASUREMENT, ESTIMATE OR CERTIFICATE MADE BY ARCHITECT OR OTHERS AND MAY EITHER BEFORE OR AFTER THE COMPLETION AND ACCEPTANCE OF THE WORK OR PAYMENT THEREFOR, DETERMINE THE TRUE AMOUNT AND CHARACTER OF THE WORK PERFORMED AND MATERIALS FURNISHED BY THE CONTRACTOR. CITY MAY RECOVER FROM THE CONTRACTOR AND HIS SURETIES SUCH DAMAGES AS IT MAY SUSTAIN BY REASON OF FAILURE OF PROJECT TO COMPLY WITH THE REQUIREMENTS OF THE CONTRACT.

A BREACH OF THE CONTRACT MAY ONLY BE WAIVED BY CHANGE ORDER. SUCH WAIVER SHALL NOT BE HELD TO WAIVE ANY OTHER BREACH.

IV. LEGAL RESPONSIBILITY (CONT)

D. INSURANCE, RISK OF LOSS. THE CONTRACTOR SHALL TAKE AND ASSUME ALL RESPONSIBILITY FOR THE WORK. AS BETWEEN HIM AND THE CITY, THE CONTRACTOR SHALL BEAR ALL LOSSES AND DAMAGES DIRECTLY OR INDIRECTLY RESULTING TO HIM, TO THE CITY OR TO OTHERS ON ACCOUNT OF THE CHARACTER OF PERFORMANCE OF THE WORK, UNFORESEEN DIFFICULTIES, ACCIDENTS OR ANY OTHER CAUSE ARISING OUT OF HIS ACTIVITIES UNDER THE CONTRACTOR WHATSOEVER. (SUPPLEMENTS ARTICLE 11)

1. CASUALTY INSURANCE. THE INSURANCE SHALL HOLD HARMLESS THE CITY, OTHER GOVERNMENT AGENCIES, AND THEIR OFFICERS AND EMPLOYEES, FOR ANY AND ALL LOSSES TO THIRD PERSONS OR TO THE CITY ARISING OUT OF THE OPERATIONS OF THE CONTRACTOR OR ANY SUBCONTRACTOR IN CONNECTION WITH THIS PROJECT. WORK SHALL NOT BE COMMENCED UNTIL THE REQUIRED INSURANCE HAS BEEN OBTAINED AND APPROVED BY THE CITY ATTORNEY.

THE INSURANCE LIMITS SHALL BE:

\$100,000 INJURY TO EACH PERSON  
\$300,000 PER OCCURRENCE  
\$300,000 FOR PROPERTY DAMAGE

IT SHALL BE WITHOUT PREJUDICE TO COVERAGE OTHERWISE EXISTING AND SHALL CARRY ENDORSEMENT PROVIDED BY THE CITY (COPY ATTACHED, DIVISION H). (D.1. SUPPLEMENTS 11.1.1 AND SUPERSEDES 11.2.1)

2. FIRE INSURANCE. THE CONTRACTOR SHALL INSURE FOR ALL DAMAGE TO THE WORK UNDER CONSTRUCTION, WHETHER FROM FIRE, WATER, HIGH WINDS OR OTHER CAUSE INCLUDING VANDALISM AND MALICIOUS MISCHIEF UNTIL FINAL ACCEPTANCE. THE INSURANCE SHALL BE IN FORM, AMOUNT, COVERAGE AND WITH A COMPANY SATISFACTORY TO THE CITY AND HAVE A 30-DAY NOTICE OF CANCELLATION PROVISION. THE PROCEEDS SHALL BE MADE PAYABLE TO THE CITY AS TRUSTEE FOR WHOM IT MAY CONCERN. (SUPERSEDES 11.3)

E. SUBCONTRACTORS. IN ALL CASES, FOR THE PURPOSES OF THE CONTRACT, SUBCONTRACTORS ARE MERELY DEEMED AS FOREMEN EMPLOYED BY THE CONTRACTOR. THEY ARE LIABLE TO BE REPLACED FOR INCOMPETENCY, NEGLIGENCE OF DUTY OR MISCONDUCT. (SUPERSEDES 5.2.4)

IV. LEGAL RESPONSIBILITY (CONT)

F. ALL LAWS RELATING TO PUBLIC CONTRACTS IN THE STATE OF OREGON ARE BY THIS REFERENCE INCORPORATED AND SHALL BE COMPLIED WITH BY THE CONTRACTOR, INCLUDING BUT NOT LIMITED TO:

1. PROMPT PAYMENT, CONTRIBUTIONS TO S.A.I.F., AVOIDANCE OF LIENS AND TAX WITHHOLDING AS SPECIFIED IN ORS 279.312.
2. LIMITATION OF HOURS OF WORK AS SPECIFIED IN ORS 279.320.
3. PAYMENT FOR MEDICAL CARE AS SPECIFIED IN ORS 279.320.
4. PAYMENT OF MINIMUM PREVAILING WAGE AS SPECIFIED IN ORS 279.352.
5. FILING OF STATEMENT CERTIFYING PAYMENT OF MINIMUM WAGE AS REQUIRED BY ORS 279.354.
6. COMPLIANCE WITH WORKMEN'S COMPENSATION PROVISIONS OF ORS 656.001-656.794.

THE CITY MAY PAY PERSONS SUPPLYING LABOR OR SERVICES ACCORDING TO THE PROVISIONS OF ORS 279.314.

G. ALL REFERENCES TO ARBITRATION ARE HEREBY DELETED. THE RESPECTIVE RIGHTS AND OBLIGATIONS HEREUNDER SHALL BE SETTLED IN THE COURTS OF THE STATE OF OREGON.

V. PROJECT SUPERVISION, CORRECTION OF WORK

A. INSTRUCTIONS GIVEN BY THE ARCHITECT SHALL BE RESPECTED AND EXECUTED BY THE CONTRACTOR, BUT THE ARCHITECT SHALL NOT 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. FAILURE OR OVERSIGHT OF THE ARCHITECT TO CONDEMN IMPROPER WORK AT THE TIME IT IS DONE SHALL NOT RELEASE THE CONTRACTOR OF HIS OBLIGATIONS UNDER THESE SPECIFICATIONS.

VI. PERFORMANCE OF THE WORK

A. PERFORMANCE. CONTRACTOR SHALL PROVIDE AND USE ADEQUATE, COMPETENT AND EXPERIENCED SUPERVISION AND WORK FORCE; ADEQUATE MATERIALS AND EQUIPMENT AND METHODS; AND PROCEED WITH WORK IN A TIMELY MANNER. IF HE DOES NOT, ARCHITECT MAY ORDER CORRECTIONS, INCLUDING BUT NOT LIMITED TO NEW METHODS, NEW SUPERVISION, NEW MATERIALS AND ADDED WORK FORCE. CONTRACTOR SHALL FOLLOW SUCH ORDER AND IT SHALL NOT RELIEVE HIM OF RESPONSIBILITIES HEREUNDER. (SUPPLEMENTS 4.3.1)

VI. PERFORMANCE OF WORK (CONT)

- B. CHANGES AND EXTRA WORK. THE CITY'S COMMISSIONER IN CHARGE IS AUTHORIZED TO ORDER SUCH CHANGES AS DO NOT IN THE AGGREGATE INCREASE THE CONTRACT SUM BY MORE THAN FIVE PERCENT (5%). THE COST OF THE ADDITIONAL WORK AND ANY ADDITIONAL TIME REQUIRED SHALL BE REASONABLE AND RELATE ONLY TO THAT REQUIRED FOR THE SPECIFIC CHANGE. (SUPPLEMENTS 12.1)
- C. SANITARY CONDITIONS. THE CONTRACTOR SHALL MAKE ARRANGEMENTS FOR ADEQUATE SANITARY CONVENIENCE FOR THE USE OF ALL PERSONS EMPLOYED ON THE PROJECT.
- D. CITY'S RIGHT TO DO WORK. IF THE CONTRACTOR SHOULD NEGLECT TO PROSECUTE THE PROJECT PROPERLY, OR FAIL OR REFUSE TO PERFORM ANY OF THE TERMS OR CONDITIONS OF THE CONTRACT, THE CITY MAY, WITHOUT PREJUDICE TO ANY OTHER REMEDY, SUPPLY OR CORRECT ANY DEFICIENCY OR DEFECT. SUCH ACTION BY THE CITY SHALL BE TAKEN ONLY AFTER THREE (3) DAYS NOTICE BY THE CITY TO THE CONTRACTOR AND HIS SURETY, UNLESS IN THE JUDGMENT OF THE ARCHITECT AN EMERGENCY OR DANGER TO THE WORK OR TO THE PUBLIC EXISTS, IN WHICH EVENT, CITY ACTION AS SET FORTH ABOVE MAY BE TAKEN WITHOUT ANY NOTICE WHATSOEVER. THE COST OF SUCH CITY ACTION SHALL BE BORNE BY THE CONTRACTOR. (SUPERSEDES 3.4)
- E. CITY'S RIGHT TO TERMINATE CONTRACT. IF THE CONTRACTOR IS ADJUDGED A BANKRUPT, OR IF HE MAKES A GENERAL ASSIGNMENT FOR THE BENEFIT OF HIS CREDITORS, OR IF A RECEIVER IS APPOINTED ON ACCOUNT OF HIS INSOLVENCY, OR SHOULD HE NEGLECT TO PROSECUTE THE WORK PROPERLY, OR FAIL TO PERFORM ANY PROVISION OF THE CONTRACT, THE CITY AFTER SEVEN (7) DAYS WRITTEN NOTICE TO THE CONTRACTOR, AND ITS SURETY, IF ANY, MAY WITHOUT PREJUDICE TO ANY OTHER REMEDY TERMINATE THE CONTRACT AND TAKE POSSESSION OF ALL MATERIALS, TOOLS AND APPLIANCES AND FINISH THE WORK BY SUCH MEANS AS THE CITY SEES FIT. IN SUCH CASE, THE CONTRACTOR SHALL NOT BE ENTITLED TO RECEIVE ANY FURTHER PAYMENT UNTIL THE WORK IS FINISHED. (SUPERSEDES 14.2.1)
- F. MAINTENANCE AND CORRECTION OF WORK. THE CONTRACTOR SHALL, WITHOUT COST TO THE CITY, MAKE ALL NECESSARY REPAIRS AND REPLACEMENTS TO REMEDY, IN A MANNER SATISFACTORY TO THE ARCHITECT, ANY AND ALL DEFECTS, BREAKS OR FAILURES OF ADJACENT PUBLIC IMPROVEMENTS OCCURRING WITHIN ONE YEAR OF COMPLETION DUE TO FAULTY OR INADEQUATE MATERIALS OR WORKMANSHIP; DISTURBANCES OF OR DAMAGE TO CITY IMPROVEMENTS UNDER, WITHIN, OR ADJACENT TO THE WORK; OR SETTLING, WASHING, OR SLIPPING FROM ANY CAUSE. (SUPPLEMENTS 3.2.2)

VII. ACCEPTANCE AND PAYMENT

- A. PAYMENT. PAYMENTS FOR ALL WORK UNDER THE CONTRACT WILL BE MADE AT THE PRICE OR PRICES BID THEREFOR, AND IS FULL COMPENSATION FOR ALL INCIDENTAL WORK.
1. WAGE CERTIFICATION STATEMENTS (ORS 279.314) AND MANPOWER ALLOCATION FORMS IF REQUIRED MUST BE SUBMITTED AS A CONDITION PRECEDENT TO EACH PAYMENT.
  2. THE ARCHITECT MAY INCLUDE IN SUCH PROGRESS ESTIMATE, EIGHTY-FIVE (85%) PERCENT OF THE COST TO THE CONTRACTOR OF MATERIALS DELIVERED TO THE SITE, PROPERLY STORED, PROTECTED FROM DAMAGE AND INSURED, PROVIDED THAT AFTER ANY SUCH PAYMENT SUCH MATERIALS MUST BE USED IN THE PARTICULAR PROJECT. (SUPERSEDES 9.3.2)
  3. PAYMENTS HEREUNDER SHALL BE SUBJECT TO A FIVE (5%) PERCENT RETAINAGE TO BE WITHHELD BY THE CITY. THE CONDITIONS OF RETAINAGE ARE SET OUT IN ORS 279.575.
  4. PAYMENTS MAY BE WITHHELD IF WORK IS NOT PROCEEDING AS REQUIRED BY THIS CONTRACT.
- B. PAYMENT OF LABOR OR CLAIMS. IF THE CONTRACTOR DOES NOT PAY ANY CLAIM FOR LABOR OR SERVICES OR MATERIALS, THE CITY MAY PAY SUCH CLAIM AS SET OUT IN ORS 279.
- C. ACCEPTANCE AND FINAL PAYMENT. THE CONTRACTOR WILL BE PAID A TOTAL PAYMENT EQUAL TO THE AMOUNT DUE UNDER THE CONTRACT LESS THE RETAINED PERCENTAGE (SEE ORS 279.575)
- AS A FURTHER PREREQUISITE TO FINAL PAYMENT, CONTRACTOR SHALL EXECUTE RECEIPT, RELEASE AND WAIVER IN FORM PROVIDED (SUPPLEMENTS 9.4.2)
- THE CITY MAY, UPON WRITTEN REQUEST OF THE SURETY, HOLD FOR THE ACCOUNT OF THE SURETY ANY PORTION OF THE CONTRACT PRICE.

VIII. EMPLOYMENT OF APPRENTICES AND TRAINEES

THE CONTRACTOR SHALL COMPLY WITH THE PROVISIONS OF DEPARTMENT OF LABOR REGULATIONS (29 CFR, PART 5 AND 5(A)) WHICH ARE HEREIN INCORPORATED BY REFERENCE.

1. GENERAL CONDITIONS

FOLLOWING PARAGRAPHS ARE PART OF "GENERAL CONDITIONS" AS MODIFIED BY SUPPLEMENTAL GENERAL CONDITIONS. IN CASE OF CONFLICT, THE SPECIAL CONDITIONS GOVERN.

2. COPIES FURNISHED

ARTICLE 1.3 SHALL BE CHANGED TO READ AS FOLLOWS: "IN ADDITION TO THE SIGNED CONTRACT SET, ARCHITECT WILL FURNISH TO CONTRACTOR WITHOUT CHARGE TWENTY SETS OF WORKING DRAWINGS, TWENTY SETS OF SPECIFICATIONS. CONTRACTOR SHALL PAY COST OF REPRODUCTION OF ALL OTHER COPIES FURNISHED TO HIM."

3. GUARANTEE

ALL WARRANTIES AND GUARANTEES ARE FOR A PERIOD OF ONE YEAR FROM DATE OF FINAL ACCEPTANCE, EXCEPT ITEMS PER DIVISION H, FOR TWO YEARS.

4. RECORD DRAWINGS

FURNISH ARCHITECT ONE COPY OF "AS BUILT" DRAWINGS. IN ADDITION TO FINISH COPIES REQUIRED, ONE WORK SET SHALL BE MAINTAINED ON PROJECT SITE AT ALL TIMES AND SHALL BE SUBJECT TO INSPECTION BY ARCHITECT. BEFORE DELIVERING FINISHED SETS TO ARCHITECT, ACCURATELY TRANSPOSE INFORMATION FROM WORK SET SHOWING ALL DEVIATIONS FROM CONTRACT DRAWINGS. FINISH COPIES SHALL BE CLEAN, ACCURATE, EASY TO READ, DEVOID OF DIRT, STAINS, SMUDGES, ETC. CONTRACTOR IS CAUTIONED PARTICULARLY TO INDICATE BY DIMENSION ALL PERMANENTLY CONCEALED ITEMS. NO MECHANICAL OR ELECTRICAL WORK MAY BE PERMANENTLY CONCEALED UNTIL IT IS SATISFACTORILY RECORDED ON WORK SET AND EVIDENCE OF SAME IS PRESENTED TO ARCHITECT.

5. SHOP DRAWINGS

FURNISH FIVE COPIES OF SHOP DRAWINGS WHEN REQUIRED. DRAWINGS TO BE 8½x11 OR FOLDABLE TO THAT SIZE TO FACILITATE FILING. AFTER FOLDING, TITLE BLOCK SHALL BE CLEARLY VISIBLE INDICATING SUBJECT MATTER OF DRAWINGS AND SUBMITTING FIRM. SHOP DRAWINGS SHALL BE SUBMITTED TO THE ARCHITECT ONLY THROUGH THE GENERAL CONTRACTOR AND SHALL BE STAMPED OR SIGNED BY THE GENERAL CONTRACTOR INDICATING HIS APPROVAL.

6. CLEAN UP

IN ADDITION TO REMOVING RUBBISH AND LEAVING THE BUILDING BROOM CLEAN, GENERAL CONTRACTOR SHALL CLEAN GLASS ON BOTH SIDES, REPLACE ANY BROKEN GLASS, CLEAN HARDWARE AND FIXTURES, REMOVE STAIN, SPOTS AND MARKS FROM ALL SURFACES, AND LEAVE BUILDING READY FOR OCCUPANCY.



7. TIME OF COMPLETION

BIDDERS SHALL STATE IN BIDS, IN SPACE PROVIDED THEREFOR, NUMBER OF CONSECUTIVE CALENDAR DAYS WHICH THEY WILL REQUIRE TO COMPLETE THE WORK.

8. USE AND PRIOR OCCUPANCY

THE OWNER RESERVES THE RIGHT TO USE AND OCCUPY THE WHOLE OR ANY PART OF THE IMPROVEMENT WHICH HAS BEEN COMPLETED SUFFICIENTLY TO PERMIT USE AND OCCUPANCY AND SUCH USE AND OCCUPANCY SHALL NOT BE CONSTRUED AS AN ACCEPTANCE OF THE WORK, OR ANY PART THEREOF, AND ANY CLAIM WHICH THE OWNER MAY HAVE AGAINST THE CONTRACTOR SHALL NOT BE DEEMED TO HAVE BEEN WAIVED BY SUCH USE AND OCCUPANCY.

9. CHANGE ORDERS

DEVIATIONS FROM CONTRACT DOCUMENTS PERMITTED ONLY BY FOLLOWING PROCEDURE:

- A. ON REQUEST BY CONTRACTOR: SUBMIT FOUR COPIES OF PROPOSED DEVIATION TO ARCHITECT, INCLUDE COMPLETE DESCRIPTION, REQUIRED DRAWINGS AND ANY CHANGE IN CONTRACT SUM REQUIRED BY SAME. ARCHITECT WILL ISSUE A CHANGE ORDER SIGNED BY CONTRACTOR, OWNER AND ARCHITECT OR NOTICE OF REJECTION OF PROPOSAL.
- B. ON REQUEST BY ARCHITECT: ARCHITECT WILL SUBMIT WRITTEN OR DRAWN PROPOSAL TO CONTRACTOR. CONTRACTOR WILL SUBMIT WRITTEN PROPOSAL STATING ANY CHANGE IN CONTRACT SUM REQUIRED AS A RESULT OF PROPOSED CHANGE. ARCHITECT WILL ISSUE CHANGE ORDER SIGNED BY CONTRACTOR, OWNER AND ARCHITECT OR NOTICE OF REJECTION OF PROPOSAL.

10. SUBCONTRACTS AND COORDINATION

DIVISION OF THESE SPECIFICATIONS INTO TRADE HEADINGS CONFORMS ROUGHLY TO CUSTOMARY PRACTICE AND TO THE C.S.I. FORMAT. THEY ARE USED FOR CONVENIENCE AND IDENTIFICATION AND MAY NOT BE CONSECUTIVE. DIVISIONS INCLUDED ARE LISTED IN INDEX. CONTRACTOR SHALL CHECK HIS COPIES OF SPECIFICATIONS WITH INDEX TO BE SURE THEY ARE COMPLETE. PARAGRAPH NUMBERING MAY ALSO NOT BE CONSECUTIVE. RELEGATION OF WHO EXECUTES SPECIFIC PORTIONS OF WORK IS NOT INTENDED BY CONTRACT DOCUMENTS. GENERAL CONTRACTOR IS SOLELY RESPONSIBLE FOR ALL PHASES OF WORK. ARCHITECT IS NOT BOUND TO DEFINE LIMITS OF ANY SUBCONTRACT.

11. "APPROVED," "SELECTED," "PROVIDE"

- A. "APPROVED" AS USED HEREIN MEANS APPROVED BY ARCHITECT.
- B. "FOR APPROVAL" MEANS "FOR ARCHITECT'S APPROVAL."
- C. "SELECTED" MEANS "SELECTED BY ARCHITECT."
- D. "PROVIDE" MEANS "FURNISH AND INSTALL."
- E. WHERE WORDS "OR APPROVED" ARE USED, ARCHITECT IS SOLE JUDGE OF QUALITY AND SUITABILITY OF PROPOSED SUBSTITUTION.

12. NUMBER OF SPECIFIED ITEMS REQUIRED

WHEREVER IN SPECIFICATIONS ARTICLE, DEVICE OR PIECE OF EQUIPMENT IS REFERRED TO IN SINGULAR NUMBER, SUCH REFERENCE SHALL APPLY TO AS MANY ARTICLES AS ARE SHOWN ON DRAWINGS OR REQUIRED TO COMPLETE INSTALLATION.

13. ABBREVIATIONS

- AASHO: AMERICAN ASSOCIATION OF STATE HIGHWAY OFFICIALS, NATIONAL PRESS BUILDING, WASHINGTON, D.C.
- ACI: AMERICAN CONCRETE INSTITUTE, 18263 WEST McNICHOLS ROAD, DETROIT, MICHIGAN
- AIA: AMERICAN INSTITUTE OF ARCHITECTS, 1741 NEW YORK AVENUE, WASHINGTON, D.C.
- ASTM: AMERICAN SOCIETY FOR TESTING MATERIALS, 1916 RACE STREET, PHILADELPHIA, PA.
- CS: COMMERCIAL STANDARD OF U.S. DEPARTMENT OF COMMERCE, WASHINGTON, D.C.
- APA: AMERICAN PLYWOOD ASSOCIATION, TACOMA, WASHINGTON
- UBC: UNIFORM BUILDING CODE OF PACIFIC COAST BUILDING OFFICIAL'S CONFERENCE, 610 SOUTH BROADWAY, LOS ANGELES, CALIFORNIA
- NFPA: NATIONAL FIRE PROTECTION ASSOCIATION

REFERENCES IN THESE SPECIFICATIONS TO PUBLICATIONS ISSUED BY ABOVE-NAMED OR OTHER ORGANIZATIONS SHALL MEAN LATEST EDITION, UNLESS OTHERWISE NOTED.

14. MEASUREMENTS

BEFORE ORDERING ANY MATERIAL OR DOING ANY WORK, VERIFY ALL MEASUREMENTS, DIMENSIONS, ELEVATIONS AND BE COMPLETELY RESPONSIBLE FOR CORRECTNESS OF SAME.

15. FORM OF AGREEMENT

FORM PROVIDED BY CITY.

16. TAXES

CONTRACT SUM, AND ANY AGREED VARIATIONS THEREOF, SHALL INCLUDE ALL TAXES IMPOSED BY LAW, EXCEPT TAXES AND ASSESSMENTS ON REAL PROPERTY COMPRISING SITE OF PROJECT.

17. TEMPORARY UTILITIES

GENERAL CONTRACTOR SHALL FURNISH AND PAY FOR ALL TEMPORARY WATER, LIGHT AND POWER USED FOR BUILDING PURPOSES AND PROVIDE REQUIRED SYSTEM OF DISTRIBUTION FOR SAME.

18. TELEPHONE

PROVIDE NONCOIN 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.

19. TEMPORARY HEAT

PROVIDE TEMPORARY HEAT, METHOD APPROVED BY ARCHITECT REQUIRED TO PROTECT WORK AND MATERIAL FROM DAMPNESS AND COLD; DETAILED TEMPERATURE REQUIREMENTS SPECIFIED UNDER VARIOUS TRADE SECTIONS.

21. TEMPORARY STAIRS, LADDERS, RAMPS, HOISTS, RUNWAYS, ETC.

ALL REQUIRED TEMPORARY STAIRS, LADDERS, RAMPS, SCAFFOLDS, HOISTS, CHUTES, ETC., REQUIRED TO COMPLETE THE WORK SHALL BE IN ACCORD WITH REQUIREMENTS OF OREGON STATE BUREAU OF LABOR AND OTHER APPLICABLE STATE OR LOCAL LAWS.

22. TEMPORARY OFFICE

PROVIDE SUBSTANTIAL WEATHERTIGHT OFFICE BUILDING ON PREMISES WHERE DIRECTED. EQUIP WITH SHELVING, PLAN RACK, PLAN TABLE, STOOLS AND CHAIRS AS DIRECTED. PROVIDE ADEQUATE HEAT, ELECTRIC LIGHT AND JANITOR SERVICES. REMOVE BUILDING FROM PREMISES ON COMPLETION OF CONTRACT, OR SOONER IF DIRECTED. EXISTING STRUCTURES MAY BE USED AT CONTRACTOR'S OPTION.

23. GUARANTEE

CONTRACTOR SHALL AND HEREBY DOES GUARANTEE MEMBRANE WATER PROOFING, ROOFING, FLASHINGS, SKYLIGHTS, ROOF SCUTTLES AND ALL OTHER WORK WHICH IS COMPONENT PART OF ROOFING, TO BE WATERPROOF AGAINST ORDINARY WEAR AND USAGE FOR A PERIOD OF TWO YEARS FROM AND AFTER COMPLETION OF BUILDING. THIS GUARANTEE IS AN EXTENSION OF ONE-YEAR GUARANTEE OF ALL WORK CALLED FOR IN "GENERAL CONDITIONS" AND IS IN ADDITION TO BUILT-UP ROOFING GUARANTEE AND BOND, IF ANY, SPECIFIED IN "BUILT-UP ROOFING AND ROOF INSULATION."

24. ITEMS BY OWNER

ITEMS NOTED WILL BE FURNISHED BY THE OWNER AND SHALL BE INSTALLED BY THE CONTRACTOR. VERIFY INSTALLATION REQUIREMENTS.

25. WORK NOT IN CONTRACT

ITEMS NOTED "N.I.C." ARE NOT IN CONTRACT AND WILL BE FURNISHED AND INSTALLED BY OWNER.

26. PROJECT SIGN

GENERAL CONTRACTOR TO PROVIDE ONE PROJECT SIGN, 8'-0" WIDE BY 4'-0" HIGH, OF 3/4" D.F. PLYWOOD TRIM PER LAYOUT AND DESIGN FURNISHED BY ARCHITECT. PAINT TWO COATS PREPARED PAINT, COLOR AS SELECTED. LETTER NAMES THEREON OF:

PROJECT  
OWNER  
ARCHITECT AND CONSULTANTS  
PRIME CONTRACTORS

SECURE SIGNBOARD TO 4x4 POSTS SET FOUR FEET INTO GROUND. PLACE NO OTHER SIGNS OR ADVERTISEMENTS ON PREMISES.

27. SUBCONTRACTOR LIST

SUBMIT IN TYPEWRITTEN FORM A LISTING OF ALL SUBCONTRACTORS, LISTING NAMES, ADDRESSES AND TELEPHONE NUMBERS. SUBMIT IN DUPLICATE. SUBMIT TO ARCHITECT PRIOR TO SIGNING CONTRACT.

28. OWNER'S MAINTENANCE AND GUARANTEE BROCHURE

PROVIDE AT PROJECT COMPLETION THREE COPIES OF THE FOLLOWING, EACH BOUND IN STANDARD THREE-RING HARDBOUND LOOSE LEAF BINDER, TYPEWRITTEN:

1. COPIES OF ALL REQUIRED BONDS, GUARANTEES, CERTIFICATES, ETC.
2. OPERATING AND MAINTENANCE INSTRUCTIONS FOR ALL MECHANICAL AND ELECTRICAL EQUIPMENT, INCLUDING DIAGRAMS, BROCHURES AND DRAWINGS OF EQUIPMENT.

THESE MANUALS SHALL BE IN THE OWNER'S POSSESSION NO LATER THAN THIRTY DAYS AFTER THE OWNER TAKES OCCUPANCY.

29. TEMPORARY BARRIERS

PROVIDE AND MAINTAIN SIDEWALK BARRIERS; OBTAIN AND PAY FOR PERMITS AS REQUIRED BY CITY OF PORTLAND. REMOVE AS SOON AS CONSTRUCTION PERMITS. PROVIDE "SNOW" FENCING OR APPROVED TO SECURE PROJECT AREAS INDICATED.

30. USE OF PUBLIC WAY

COORDINATE WORK AND RESPONSIBILITY WITH CITY OF PORTLAND; OBTAIN AND PAY FOR REQUIRED PERMITS.

31. WORK ON ADJACENT PROPERTY

COORDINATE WITH ADJACENT PROPERTY OWNERS SCHEDULING OF WORK. PROTECT ADJACENT PROPERTIES FROM DAMAGE.

35. MATERIALS SHORTAGE AND DELIVERY

- A. MATERIALS OR EQUIPMENT REQUIRED FOR THE WORK WHICH ARE NOT AVAILABLE DUE TO SHORTAGE OR UNAVAILABILITY; AN ACCEPTABLE SUBSTITUTE MUST BE FOUND AND AN ADJUSTMENT IN THE CONTRACT MADE ACCORDINGLY. NOTIFY ARCHITECT AS SOON AS SUCH SHORTAGE IS IDENTIFIED TO AVOID DELAY OF CONTRACT COMPLETION.
- B. EARLY DELIVERY OF MATERIALS AND EQUIPMENT IS ENCOURAGED TO AVOID DELAY OF THE WORK OR ~~ESCALATION~~ OF COST OF THESE ITEMS. REQUIRED ITEMS DELIVERED TO AN APPROVED STORAGE SITE MAY BE INCLUDED AS REQUEST FOR PAYMENT, UPON PRIOR NOTIFICATION AND APPROVAL OF SUCH ITEMS BY ARCHITECT.

INSURED:

NOTICE TO CONTRACTOR

(To be forwarded to Contractor's Insurance Carrier)

Contractor must furnish a policy of public liability insurance, including property damage, covering all of Contractor's operations to be performed under that certain contract with the City of Portland, authorized by Ordinance No. , the limits of liability under said policy to be not less than \$ /\$ for bodily injuries, including death, and \$ for property damage, or a single limit policy of not less than \$

The policy shall bear also the following indorsement:

"Without prejudice to coverage otherwise existing herein, the City of Portland and all other governmental bodies having jurisdiction in the area, their officers and employees are included as additional insureds under this policy as to any claim or claims for injury to person, including death, or damage to property, resulting from or growing out of the operations of the named insured under contract with the City of Portland for

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

"Notwithstanding the naming of additional insureds, the said policy shall protect 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 above indorsement shall be filed with the City Auditor of the City of Portland and shall be subject to the approval of the City Attorney as to the adequacy of protection to the City.

SOT:pm  
June 29, 1971  
Jan. 4, 1972



## MODEL CITIES PROGRAM - REVISED GRANT BUDGETS

"AFFIRMATIVE ACTION PLAN FOR BUSINESS OPPORTUNITY -- THE CITY SHALL COMPLETE THE AFFIRMATIVE ACTION PLAN CALLED FOR IN SECTION 135.70 OF THE REGULATIONS OF THE SECRETARY SET FORTH IN 24 CFR 135 (PUBLISHED IN 38 FEDERAL REGISTER 29220, OCTOBER 23, 1973) ISSUED PURSUANT TO SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968, AS AMENDED, 12 U.S.C. 1701 u, PRIOR TO THE EXECUTION OF ANY CONTRACT OR AGREEMENT WITH OPERATING AGENCIES ENTERED INTO BY THE CITY FOLLOWING THE DATE OF WRITTEN NOTIFICATION OF APPROVAL OF THIS AMENDATORY AGREEMENT."

### § 135.70 Development of an affirmative action plan.

In developing an affirmative action plan, each applicant, recipient, contractor, and subcontractor preparing to undertake work pursuant to a section 3 covered contract shall:

(a) Set forth the approximate number and dollar value of all contracts proposed to be awarded to all businesses within each category (type or profession) over the duration of the section 3 covered project in question.

(b) Analyze the information set forth in paragraph (a) of this section and the availability of eligible business concerns within the project area doing business in professions or occupations identified as needed in paragraph (a) of this section, and set forth a goal or target number and estimated dollar amount of contracts to be awarded to the eligible businesses and entrepreneurs within each category over the duration of the section 3 covered project.

(c) Outline the anticipated program to be used to achieve the goals for each business and/or professional category identified. This program should include but not be limited to the following actions:

(1) Insertion in the bid documents, if any, of the affirmative action plan of the applicant, recipient, contractor, or subcontractor letting the contract; and

(2) Identification within the bid document, if any, of the applicable section 3 project area.

(d) Indicate the anticipated process and steps which have been taken and/or will be taken to secure the cooperation of contractors, subcontractors, and unions in meeting the goals and carrying out the affirmative action plan developed pursuant to this subpart.

(e) Take steps to insure that the appropriate business concerns included in the Department's registry for the section 3 covered project area are notified of pending contractual opportunities either personally or through locally utilized media. All applicants, recipients, contractors and subcontractors which so notify concerns included in the Department's registry of available contracts and of opportunities to submit bids shall satisfy all requirements of this Part for notification of business concerns located within the section 3 covered project area and business concerns owned in substantial part by persons residing in the section 3 covered project area.

(f) Take steps to insure that contracts which are typically let on a negotiated rather than a bid basis in areas other than section 3 covered project areas, are also let on a negotiated basis, whenever feasible, when let in a section 3 covered project area.

(g) Where competitive bids are solicited, require the bidders to submit their utilization goals, and their affirmative action plans for accomplishing their goals, and in evaluating each bid, to determine its responsiveness, carefully evaluate the bidders' submission to determine whether the affirmative action plan proposed will accomplish the stated goals.

(h) Where advantageous, seek the assistance of local officials of the Department in preparing and implementing the affirmative action plan.

(i) In implementing its affirmative action plan, each applicant, recipient, contractor, or subcontractor shall make a

good faith effort to achieve its goal or target number and estimated dollar amount of contracts to be awarded to the eligible businesses and entrepreneurs within each category over the duration of the section 3 covered project. Each applicant, recipient, contractor, or subcontractor seeking to establish that a good faith effort has been made to implement its affirmative action plan, as required by this paragraph, shall as a minimum, set forth evidence acceptable to the Secretary that it has implemented the steps required by paragraphs (e), (d), (f), (g), and (h) of this section and has ascertained from the Department's Regional Administrator, Area Office Director, or FIA Office Director having jurisdiction over the section 3 covered project, the boundaries of the section 3 covered project area, if available, and attempted to recruit from the appropriate areas the necessary eligible business concerns through: Local advertising media, signs placed at the proposed site for the project; and community organizations and public or private institutions operating within or serving the project area, such as Project Area Committees (PAC) in urban renewal areas, Model Cities citizen advisory boards, Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, or the U.S. Employment Service, as well as the Chamber of Commerce and any equivalent organizations in the section 3 covered project area.

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
FEDERAL LABOR STANDARDS PROVISIONS

**1. APPLICABILITY**

The Project or Program to which the work covered by this Contract pertains is being assisted 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.

**2. 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 (a copy of which is attached and herein incorporated by reference), 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 or Public Body 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.

**3. UNDERPAYMENTS OF WAGES OR SALARIES**

In case of underpayment of wages by the Contractor or by any subcontractor to laborers or mechanics employed by the Contractor or subcontractor upon the work covered by this Contract, the Local Public Agency or Public Body in addition to such other rights as may be afforded it under this Contract shall withhold from the Contractor, out of any payments due the Contractor, so much thereof as the Local Public Agency or Public Body may consider necessary to pay such laborers or mechanics the full amount of wages required by this Contract. The amount so withheld may be disbursed by the Local Public Agency or Public Body, for and on account of the Contractor or the subcontractor (as may be appropriate), to the respective laborers or mechanics 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.

**4. ANTICIPATED COSTS OF FRINGE BENEFITS**

If the Contractor does not make payments to a trustee or other third person, he may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing fringe benefits under a plan or program of a type expressly listed in the wage determination decision of the Secretary of Labor which is a part of this Contract: *Provided, however,* 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. 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 or Public Body with the first payroll filed by the Contractor subsequent to receipt of the findings.

**5. OVERTIME COMPENSATION REQUIRED BY CONTRACT WORK HOURS STANDARDS**  
**ACT (76 Stat. 357-360; Title 40 U.S.C., Sections 327-332)**

(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 8 hours in any calendar day or in excess of 40 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 8 hours in any calendar day or in excess of 40 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 8 hours or in excess of the standard workweek of 40 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 or Public Body shall 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.

**6. EMPLOYMENT OF APPRENTICES**

Apprentices 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 Bureau of Apprenticeship and Training, United States Department of Labor, or, if no such recognized Agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training. 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 shall furnish the Local Public Agency or Public Body with 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.

**7. EMPLOYMENT OF CERTAIN PERSONS PROHIBITED**

No person under the age of sixteen years and 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.

**8. 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 by subcontractors thereunder, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions from the requirements thereof.

#### **9. 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 or Public Body, and a report of the action taken shall be submitted by the Local Public Agency or Public Body, through the Secretary of Housing and Urban Development, 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 or Public Body shall be referred, through the Secretary of Housing and Urban Development, to the Secretary of Labor for final determination.

#### **10. FRINGE BENEFITS NOT EXPRESSED AS HOURLY WAGE RATES**

The Local Public Agency or Public Body 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 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 or Public Body, shall be referred, through the Secretary of Housing and Urban Development, to the Secretary of Labor for determination.

#### **11. POSTING WAGE DETERMINATION DECISIONS AND AUTHORIZED WAGE DEDUCTIONS**

The applicable wage poster of the Secretary of Labor, United States Department of Labor, 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.

#### **12. COMPLAINTS, PROCEEDINGS, OR TESTIMONY BY EMPLOYEES**

No laborer or mechanic 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.

#### **13. CLAIMS AND DISPUTES PERTAINING TO WAGE RATES**

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 or Public Body for referral by the latter through the Secretary of Housing and Urban Development to the Secretary of Labor, United States Department of Labor, whose decision shall be final with respect thereto.

#### **14. 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 aforesaid Davis-Bacon Act, (d) the regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to said Acts, or (e) the labor standards provisions of any

other pertinent Federal statute, shall be referred, through the Local Public Agency or Public Body and the Secretary of Housing and Urban Development, to the Secretary of Labor, United States Department of Labor, for said Secretary's appropriate ruling or interpretation which shall be authoritative and may be relied upon for the purposes of this Contract.

#### **15. PAYROLLS AND BASIC PAYROLL RECORDS OF 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 or Public Body. The Contractor shall submit weekly to the Local Public Agency or Public Body 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 3 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 authorized representatives of the Secretary of Housing and Urban Development, the Local Public Agency or Public Body, and the United States Department of Labor. Such representatives shall be permitted to interview employees of the Contractor or of any subcontractor during working hours on the job.

#### **16. SPECIFIC COVERAGE OF CERTAIN TYPES OF WORK BY EMPLOYEES**

The transporting of materials and supplies to or from the site of the Project or Program 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 or Program 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 are applicable.

#### **17. 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 or Public Body's prior written approval of the subcontractor. The Local Public Agency or Public Body 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.

#### **18. 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 these Federal Labor Standards Provisions 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.

**19. 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 or Public Body 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 these Federal Labor Standards Provisions. A breach of these 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.

**ATTACHMENT TO FEDERAL LABOR STANDARDS PROVISIONS**  
**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:

**TITLE 29 – LABOR**

**Subtitle A – Office of the Secretary of Labor**

**PART 3—CONTRACTORS AND SUBCONTRACTORS ON PUBLIC BUILDING OR PUBLIC WORK FINANCED IN  
WHOLE OR IN PART BY LOANS OR GRANTS FROM THE UNITED STATES**

**Section 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.

### **Section 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 loan 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.

### **Section 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 29 CFR Parts 3 and 5 during the preceding weekly payroll period. This 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 on form WH 348, "Statement of Compliance", or on an identical form on the back of WH 347, "Payroll (For Contractors Optional Use)" or on any form with identical wording. Sample copies of WH 347 and WH 348 may be obtained from the Government contracting or sponsoring agency, and copies of these forms may be purchased at the Government Printing Office.

(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.

[29 F.R. 95, Jan. 4, 1964, as amended at 33 F.R. 10186, July 17, 1968]

#### **Section 3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.**

(a) Each weekly statement required under § 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.

#### **Section 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 on retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or 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 § 516.27 (a) of this title shall be kept.

### **Section 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 § 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.

### **Section 3.7 Applications for the approval of the Secretary of Labor.**

Any application for the making of payroll deductions under § 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 § 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.

### **Section 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 § 3.6 and shall notify the applicant in writing of his decision.

### **Section 3.9 Prohibited payroll deductions.**

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

### **Section 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.

### **Section 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 § 5.5 (a) of this subtitle.



U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

**CERTIFICATION OF BIDDER REGARDING  
EQUAL EMPLOYMENT OPPORTUNITY**

**INSTRUCTIONS**

This certification is required pursuant to Executive Order 11246 (30 F. R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

---

**CERTIFICATION BY BIDDER**

Bidder's Name: \_\_\_\_\_

Address and Zip Code: \_\_\_\_\_  
\_\_\_\_\_

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.  
Yes ☐ No ☐ (If answer is yes, identify the most recent contract.)
2. Compliance reports were required to be filed in connection with such contract or subcontract.  
Yes ☐ No ☐ (If answer is yes, identify the most recent contract.)
3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.  
Yes ☐ No ☐ None Required ☐
4. If answer to item 3 is "No," please explain in detail on reverse side of this certification.

---

Certification - The information above is true and complete to the best of my knowledge and belief.

---

*Name and Title of Signer (Please Type)*

---

*Signature*

---

*Date*

U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

**CERTIFICATION BY PROPOSED SUBCONTRACTOR REGARDING  
EQUAL EMPLOYMENT OPPORTUNITY**

NAME OF PRIME CONTRACTOR

PROJECT NO.

**INSTRUCTIONS**

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the subcontractor has not filed a compliance report due under applicable instructions, such subcontractor shall be required to submit a compliance report before the owner approves the subcontract or permits work to begin under the subcontract.

**SUBCONTRACTOR'S CERTIFICATION**

Subcontractor's Name: \_\_\_\_\_

Address: \_\_\_\_\_

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.  
Yes ☐ No ☐
2. Compliance reports were required to be filed in connection with such contract or subcontract.  
Yes ☐ No ☐
3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.  
Yes ☐ No ☐ None Required ☐
4. If answer to item 3 is "No," please explain in detail on reverse side of this certification.

Certification - The information above is true and complete to the best of my knowledge and belief.

NAME AND TITLE OF SIGNER *(Please Type)*

SIGNATURE

DATE

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
Office of Federal Contract Compliance  
WASHINGTON, D.C. 20210



OCT 12 1972

MEMORANDUM

TO : HEADS OF ALL AGENCIES

FROM : Philip J. Davis  
Acting Director, Office of  
Federal Contract Compliance

SUBJECT: Amendments to All Area Bid Conditions Setting  
Forth Affirmative Action and Equal Employment  
Opportunity Requirements with Respect to  
Federally-Involved Construction Contracts

The Office of Federal Contract Compliance has been apprised of certain difficulties in connection with the implementation of the subject Bid Conditions. Accordingly, we have modified the mechanics of their implementation. The basic change in the Bid Conditions, which is reflected in the attached model Bid Conditions, is a new Part III which requires one certification from all bidders regardless of whether they comply with Part I or Part II of such Bid Conditions. In that certification, bidders must obligate themselves to the following three items:

1. They must state the trades to be used in the work under the contract;
2. For those trades the bidders would use on the contract, they must certify that they will either:
  - (a) comply with hometown plans for those trades eligible under Part I, or

(b) they adopt the minimum minority manpower utilization goals and specific affirmative action steps of Part II for trades not covered by Part I; and

3. Prior to award of any subcontract, the bidder will obtain from each subcontractor a similar certification which must be approved by the contracting or administering agency.

A bidder will no longer be required to submit a separate Part II affirmative action plan with his bid and the subcontractor's certification need only be submitted prior to the award of the subcontract, not necessarily at the time the bid is submitted.

The attached amended format, which is to have prospective application only, should be substituted in lieu of all outstanding Bid Conditions. However, the trades covered, the trades exempted, if any, and the goals of the present Bid Conditions will remain the same. This amended format should be adapted by your agency as soon as possible for all future invitations for bids on non-exempt Federally-involved construction contracts in every area where Bid Conditions are in effect.

Inquiries concerning the operation and effect of the attached amendment to the Bid Conditions should be transmitted to Mr. Philip J. Davis, Acting Director, Office of Federal Contract Compliance.

Attachment



# Memorandum

U.S. DEPARTMENT OF  
H. SING AND URBAN DEVELOPMENT

TO : ADDRESSEES BELOW

DATE: NOV 1 1972

FROM : Kenneth F. Holbert, Office of  
Civil Rights Enforcement, EC

SUBJECT: Amendments to Bid Conditions



The enclosed Order dated October 12, 1972, from the U.S. Department of Labor, Office of Federal Contract Compliance, to achieve the aims of Executive Order 11246, as amended, amends all Bid Conditions setting forth affirmative action and equal employment opportunity requirements with respect to Federally-involved construction contracts.

The Bid Conditions have been amended by adding a new Part III which requires the submission of a certification from all contractors and subcontractors, regardless of whether they are subject to Part I or Part II of such Bid Conditions.

A bidder will not be eligible for award of a contract under Invitations for Bids solicited by HUD applicants or recipients unless such bidder has submitted as part of its bid the certification required by the new Part III of the Bid Conditions. Negotiated contracts shall not be awarded to prime contractors by HUD applicants or recipients until the certification required by the new Part III of the Bid Conditions has been submitted and accepted by an authorized representative of the Department. The certification shall be deemed a part of the resulting contract to accomplish compliance with the provisions of the Bid Conditions

Prior to the award of a subcontract, the successful bidder or prime contractor, if the contract is negotiated, must obtain from each non exempt subcontractor the "Subcontractors' Certification" which is also a part of the new Part III of the Bid Conditions. Such certification shall be deemed a part of the resulting subcontract.

In order to ensure that the above mentioned certification becomes a part of the contract or subcontract, no contract or subcontract shall be executed until an authorized representative of the Department has determined, in writing, that the certification has been accepted and incorporated in such contract or subcontract, regardless of tier. A copy of such notice when prepared by a program official shall be made a part of the Equal Opportunity project file. Copies of all such notices shall be provided to the Assistant Regional Administrator for Equal Opportunity in order that he may be aware of all prime contractors who are required to submit Monthly Manpower Utilization Reports for themselves and their subcontractors.

A bidder will no longer be required to submit a separate Part II Affirmative Action Program with his bid, and the subcontractor's certification need only be submitted prior to the award of the subcontract, not necessarily at the time the bid is submitted, in Bid Condition areas.

The amendment for previously issued Bid Conditions and for those issued subsequent to this directive and not including the new Part III should be completed in the blank spaces for each Bid Condition in effect in your area of jurisdiction. An adequate supply of the completed amendments, showing the jurisdictional areas and required goals, should be made available to the appropriate program officials. The program officials should be required to make available to all recipients, now known and new ones as they become known, these provisions that must be met before a bidder, contractor or subcontractor may be eligible for award of a non-exempt HUD-assisted construction contract or subcontract. Copies of your notices to program officials shall be forwarded to this office. Copies of program officials' notices to recipients shall be made available to the Area, Insuring Office or Regional Office Equal Opportunity Director, Specialist or ARA. Copies of these notices should also be forwarded to this office.

Also enclosed is OFCC's latest report on the status of Imposed and Hometown Plans, and Bid Conditions.

3.

Any questions you may have concerning this matter should be directed to Emile Duvernay, Director, Hearings Division.

*Kenneth F. Hollen*  
Director

Enclosures

ADDRESSEES:

All ARA's for E.O.  
All A.O. Directors for E.O.  
All I.O. E.O. Specialists

Part III: Certifications

A. Bidders' Certifications. A bidder will not be eligible for award of a contract under this Invitation for Bids unless such bidder has submitted as a part of its bid the following certification, which will be deemed a part of the resulting contract:

**BIDDERS' CERTIFICATION**

\_\_\_\_\_ certifies that:  
(Bidder)

1. It intends to use the following listed construction trades in the work under the contract \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ ; and



2. (a) as to those trades set forth in the preceding paragraph one hereof for which it is eligible under Part I of these Bid Conditions for participation in the \_\_\_\_\_ Plan, it will comply with the \_\_\_\_\_ Plan on all construction work (both federal and non-federal) in the \_\_\_\_\_ area within the scope of coverage of that Plan, those trades being: \_\_\_\_\_

\_\_\_\_\_, and/or

(b) as to those trades for which it is required by these Bid Conditions to comply with Part II of these Bid Conditions, it adopts the minimum minority manpower utilization goals and the specific affirmative action steps contained in said Part II, for all construction work (both federal and non-federal) in the \_\_\_\_\_ area subject to these Bid Conditions, those trades being: \_\_\_\_\_

\_\_\_\_\_; and

3. it will obtain from each of its subcontractors and submit to the contracting or administering agency prior to the award of any subcontract under this contract the subcontractor certification required by these Bid Conditions.

\_\_\_\_\_  
(Signature of authorized representative of bidder)

B. Subcontractors' Certifications. Prior to the award of any subcontract under this Invitation for Bids, regardless of tier, the prospective subcontractor must execute and submit to the Prime Contractor the following certification, which will be deemed a part of the resulting subcontract:

### SUBCONTRACTORS' CERTIFICATION

\_\_\_\_\_ certifies that:  
(Subcontractor)

1. It intends to use the following listed construction trades in the work under the subcontract \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_;

2. (a) as to those trades set forth in the preceding paragraph one hereof for which it is eligible under Part I of these Bid Conditions for participation in the \_\_\_\_\_ Plan, it will comply with the \_\_\_\_\_ Plan on all construction work (both federal and non-federal) in the \_\_\_\_\_ area subject to these Bid Conditions, those trades being \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, and/or

(b) as to those trades for which it is required by these Bid Conditions to comply with Part II of these Bid Conditions, it adopts the minimum minority manpower utilization goals and the specific affirmative action steps contained in said Part II for all construction work (both federal and non-federal) in the \_\_\_\_\_ area subject to these Bid Conditions, those trades being: \_\_\_\_\_  
\_\_\_\_\_; and

3. it will obtain from each of its subcontractors prior to the award of any subcontract under this subcontract the subcontractor certification required by these Bid Conditions.

\_\_\_\_\_  
(Signature of authorized representative of bidder)

In order to ensure that the said subcontractors' certification becomes a part of all subcontracts under the prime contract, no subcontract shall be executed until an authorized representative of the \_\_\_\_\_ (agency) \_\_\_\_\_ had determined, in writing, that the said certification has been incorporated in such subcontract, regardless of tier. Any subcontract executed without such written approval shall be void..

DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

GUIDELINES FOR CONTRACTORS REGARDING AFFIRMATIVE ACTION  
UNDER EXECUTIVE ORDER 11246  
(Equal Employment Opportunity)

Subject: Development of Written Affirmative Action Programs Featuring  
Adoption of Goals and Timetables

Authority.

Rules and regulations issued pursuant to Executive Order 11246 by the Office of Federal Contract Compliance in Sub-Part C, Section 69-1:40 provide in part:

"A necessary prerequisite to the development of a satisfactory Affirmative Action Program is the identification and analysis of problem areas inherent in minority employment and an evaluation of minority group personnel. The contractor's program shall provide in detail for specific steps to guarantee equal employment opportunity keyed to the problems and needs of members of minority groups, including, when there are deficiencies, the development of specific goals and timetables for prompt achievement of full and equal employment opportunity."

The contractor's Affirmative Action Program needs to be delineated in terms of the foregoing regulations.

Purpose of Affirmative Action Program.

An Affirmative Action Program is a set of specific and result-oriented procedures to which a contractor commits himself to apply every good faith effort. The objective of those procedures, plus such efforts is equal employment opportunity. Like specifications and drawings, which guide the construction process, procedures without effort to make them work are meaningless; and effort, undirected by specific and meaningful procedures, is inadequate. An acceptable Affirmative Action Program must include an analysis of areas within which the contractor is deficient in the utilization of minority groups and, further to include goals and timetables to which the contractor's good faith efforts must be directed to eliminate the deficiencies and, to correct conditions of under-utilization of minorities at all levels and in all segments of his workforce where deficiencies exist. "Under-utilization" is defined as having fewer minorities in a particular job category than would reasonably be expected by their availability.

Analysis.

In determining whether minorities are being under-utilized in any job category, the contractor will consider in his analysis at least all of the following factors:

1. The minority population of the labor area.
2. The size of the minority unemployment force in the labor area.

3. The percentage of minority workforce as compared with the total workforce in the immediate labor area.

4. The general availability of minorities having requisite skills in the immediate labor area, which the contractor can reasonably recruit.

5. The availability of minority employees within the contractor's organization who may be eligible for upgrading.

6. The anticipated expansion, contraction and turnover of and in the workforce.

7. The existence of training institutions capable of and/or having programs for training minorities in the requisite skills.

8. The degree of training which the contractor is reasonably able to undertake, including apprenticeship as a means of making all job classes available to minorities.

#### Goals and Timetables.

Goals, timetables and affirmative action commitments are the tools designed to correct any identifiable deficiencies. Where deficiencies exist and where numbers or percentages are relevant in developing corrective action, the contractor shall establish and set forth specific goals and timetables. Such goals and timetables, with supporting data and the analysis thereof shall be a part of the contractor's Written Affirmative Action Program.

Where the contractor has not established a goal, his written Affirmative Action Program must specifically analyze each of the factors listed in foregoing items 1 thru 8 and must detail his reason for a lack of a goal. The goals and timetables should be attainable in terms of the contractor's analysis of his deficiencies and his entire Affirmative Action Program. Thus, in establishing his goals and timetables, the contractor should consider the results which could be reasonably expected from his good faith efforts to make his overall Affirmative Action Program work. If he does not meet his goals and timetables, the contractor's "good faith efforts" shall be judged by whether he is following his program sincerely and effectively in attempting to make it work toward attainment of his goals.

#### Program Format.

Effective Affirmative Action Programs shall contain, but not necessarily be limited to, the following ingredients as a recommended format:

1. Development or reaffirmation of the contractor's equal employment opportunity policy in all personnel actions.

2. Formal internal and external methods of dissemination of the contractor's policy.



3. Establishment of responsibilities for implementation of the contractor's Affirmative Action Program.

4. Identification of problem areas (deficiencies) by job categories, resulting from analysis.

5. Establishment of goals and objectives by job category, where relevant, including timetables for completion.

6. Development and execution of action-oriented programs and procedures designed to eliminate problems and further designed to attain established goals and objectives.

7. Design and implementation of internal audit review and reporting systems to measure effectiveness of the total program.

8. Active support of local community action programs, including Outreach Programs, Multi-Employer Affirmative Action Programs sponsored by contractors' organizations, Unions, and/or the minority community.

#### Compliance Status.

No contractor's compliance status shall be judged alone by whether or not he reaches his goals and meets his timetables. Rather each contractor's compliance posture shall be reviewed and determined by reviewing the contents of his program, the extent of his adherence to his program, and his good faith efforts to make his program work toward the realization of the program's goals within the timetables set for completion.

#### Contractor's Workforce.

The contractor's analysis should begin first with an evaluation of his current workforce. As a part of the supporting data to be submitted with the written program, the contractor should prepare and include a breakdown of the ethnic composition of his workforce as follows:

Occupations	Male Employees					Female Employees				
	Total Males	Minority Utilization				Total Fems	Minority Utilization			
		Negro	Orntl	Indn	Span		Negro	Orntl	Indn	Span
Offs & Tech										
Office & Cler										
Supervisory										
*										
*										
*										
*										
*										
*										
Laborers										
Apprentices										
Total										

\*Identify Trade

10-E-32

Page 3 of 3



DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
Executive Order 11246, as amended  
EQUAL EMPLOYMENT OPPORTUNITY  
Executive Order 11247  
COORDINATION BY ATTORNEY GENERAL

**EQUAL EMPLOYMENT OPPORTUNITY**

**Executive Order 11246<sup>1</sup>**

[30 F.R. 12319-25]

Under and by virtue of the authority vested in me as President of the United States by the Constitution and statutes of the United States, it is ordered as follows:

**PART I—NONDISCRIMINATION IN GOVERNMENT EMPLOYMENT**

SEC. 101. It is the policy of the Government of the United States to provide equal opportunity in Federal employment for all qualified persons, to prohibit discrimination in employment because of race, color, religion, sex or national origin, and to provide the full realization of equal employment opportunity through a positive, continuing program in each executive department and agency. The policy of equal opportunity applies to every aspect of Federal employment policy and practice.

SEC. 102. The head of each executive department and agency shall establish and maintain a positive program of equal employment opportunity for all civilian employees and applicants for employment within his jurisdiction in accordance with the policy set forth in Section 101.

SEC. 103. The Civil Service Commission shall supervise and provide leadership and guidance in the conduct of equal employment opportunity programs for the civilian employees of and applications for employment within the executive departments and agencies and shall review agency program accomplishments periodically. In order to facilitate the achievement of a model program for equal employment opportunity in the Federal service, the Commission may consult from time to time with such individuals, groups, or organizations as may be of assistance in improving the Federal program and realizing the objectives of this Part.

SEC. 104. The Civil Service Commission shall provide for the prompt, fair, and impartial consideration of all complaints of discrimination in Federal employment on the basis of race, color, religion, sex or national origin. Procedures for the consideration of complaints shall include at least one impartial review within the executive department or agency and shall provide for appeal to the Civil Service Commission.

SEC. 105. The Civil Service Commission shall issue such regulations, orders, and instructions as it deems necessary and appropriate to carry out its responsibilities under this Part, and the head of each executive department and agency shall comply with the regulations, orders, and instructions issued by the Commission under this Part.

<sup>1</sup> Amended by Executive Order 11375 of October 13, 1967, 32 Fed. Reg. 14803, to provide that the program of equal employment opportunity include prohibition against discrimination on account of sex.

**PART II—NONDISCRIMINATION IN EMPLOYMENT BY GOVERNMENT  
CONTRACTORS AND SUBCONTRACTORS**

**SUBPART A—DUTIES OF THE SECRETARY OF LABOR**

SEC. 201. The Secretary of Labor shall be responsible for the administration of Parts II and III of this Order and shall adopt such rules and regulations and issue such orders as he deems necessary and appropriate to achieve the purposes thereof.

**SUBPART B—CONTRACTORS' AGREEMENTS**

SEC. 202. Except in contracts exempted in accordance with Section 204 of this Order, all Government contracting agencies shall include in every Government contract hereafter entered into the following provisions:

"During the performance of this contract, the contractor agrees as follows:

"(1) 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 contracting officer setting forth the provisions of this nondiscrimination clause.

"(2) 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.

"(3) 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 by the agency contracting officer, advising the labor union or workers' representative of the contractors' commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

"(4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

"(5) The contractor will furnish all information and reports required by Executive Order No. 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 contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

"(6) 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 cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

"(7) The contractor will include the provisions of Paragraphs (1) through (7) 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 No. 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 contracting agency 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 contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

Sec. 203. (a) Each contractor having a contract containing the provisions prescribed in Section 202 shall file, and shall cause each of his subcontractors to file, Compliance Reports with the contracting agency or the Secretary of Labor as may be directed. Compliance Reports shall be filed within such times and shall contain such information as to the practices, policies, programs, and employment policies, programs, and employment statistics of the contractor and each subcontractor, and shall be in such form, as the Secretary of Labor may prescribe.

(b) Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order, or any preceding similar Executive order, and in that event to submit, on behalf of themselves and their proposed subcontractors, Compliance Reports prior to or as an initial part of their bid or negotiation of a contract.

(c) Whenever the contractor or subcontractor has a collective bargaining agreement or other contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the Compliance Report shall include such information as to such labor union's or agency's practices and policies affecting compliance as the Secretary of Labor may prescribe: *Provided*, That to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training and such labor union or agency shall refuse to furnish such information to the contractor, the contractor shall so certify to the contracting agency as part of its Compliance Report and shall set forth what efforts he has made to obtain such information.

(d) The contracting agency or the Secretary of Labor may direct that any bidder or prospective contractor or subcontractor shall submit, as part of his Compliance Report, a statement in writing, signed by an authorized officer or agent on behalf of any labor union or any agency referring workers or providing or supervising apprenticeship or other training, with which the bidder or prospective contractor deals, with supporting information, to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, religion, sex or national origin, and that the signer either will affirmatively cooperate in the implementation of the policy and provisions of this order or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the order. In the event that the union, or the agency shall refuse to execute such a statement, the Compliance Report shall so certify and set forth what efforts have been made to secure such a statement and such additional factual material as the contracting agency or the Secretary of Labor may require.

Sec. 204. The Secretary of Labor may, when he deems that special circumstances in the national interest so require, exempt a contracting agency from the requirement of including any or all of the provisions of Section 202 of this Order in any specific contract, subcontract, or purchase order. The Secretary of Labor may, by rule or regulation, also exempt certain classes of contracts, subcontracts, or purchase orders (1) whenever work is to be or has been performed outside the United States and no recruitment of workers within the limits of the United States is involved; (2) for standard commercial supplies or raw materials; (3) involving less than specified amounts of money or specified numbers of workers; or (4) to the extent that they involve subcontracts below a specified tier. The Secretary of Labor may also provide, by rule, regulation, or order, for the exemption of facilities of a contractor which are in all respects separate and distinct from activities of the contractor related to the performance of the contract: *Provided*, That such an exemption will not interfere with or impede the effectuation of the purposes of this Order: *And provided further*, That in the absence of such an exemption all facilities shall be covered by the provisions of this Order.

#### SUBPART C—POWERS AND DUTIES OF THE SECRETARY OF LABOR AND THE CONTRACTING AGENCIES

Sec. 205. Each contracting agency shall be primarily responsible for obtaining compliance with the rules, regulations, and orders of the Secretary of Labor with respect to contracts entered into by such agency or its contractors. All contracting agencies shall comply with the rules of the Secretary of Labor in discharging their primary responsibility for securing compliance with the provisions of contracts and otherwise with the terms of this Order and of the rules, regulations, and orders of the Secretary of Labor issued pursuant to this Order. They are directed to cooperate with the Secretary of Labor and to furnish the Secretary of Labor such information and assistance as he may require in the performance of his functions under this Order. They are further directed to appoint or designate, from



among the agency's personnel, compliance officers. It shall be the duty of such officers to seek compliance with the objectives of this Order by conference, conciliation, mediation, or persuasion.

SEC. 206. (a) The Secretary of Labor may investigate the employment practices of any Government contractor or subcontractor, or initiate such investigation by the appropriate contracting agency, to determine whether or not the contractual provisions specified in Section 202 of this Order have been violated. Such investigation shall be conducted in accordance with the procedures established by the Secretary of Labor and the investigating agency shall report to the Secretary of Labor any action taken or recommended.

(b) The Secretary of Labor may receive and investigate or cause to be investigated complaints by employees or prospective employees of a Government contractor or subcontractor which allege discrimination contrary to the contractual provisions specified in Section 202 of this Order. If this investigation is conducted for the Secretary of Labor by a contracting agency, that agency shall report to the Secretary what action has been taken or is recommended with regard to such complaints.

SEC. 207. The Secretary of Labor shall use his best efforts, directly and through contracting agencies, other interested Federal, State, and local agencies, contractors, and all other available instrumentalities to cause any labor union engaged in work under Government contracts or any agency referring workers or providing or supervising apprenticeship or training for or in the course of such work to cooperate in the implementation of the purposes of this Order. The Secretary of Labor shall, in appropriate cases, notify the Equal Employment Opportunity Commission, the Department of Justice, or other appropriate Federal agencies whenever it has reason to believe that the practices of any such labor organization or agency violate Title VI or Title VII of the Civil Rights Act of 1964 or other provision of Federal law.

SEC. 208. (a) The Secretary of Labor, or any agency, officer, or employee in the executive branch of the Government designated by rule, regulation, or order of the Secretary, may hold such hearings, public or private, as the Secretary may deem advisable for compliance, enforcement, or educational purposes.

(b) The Secretary of Labor may hold, or cause to be held, hearings in accordance with Subsection (a) of this Section prior to imposing, ordering, or recommending the imposition of penalties and sanctions under this Order. No order for debarment of any contractor from further Government contracts under Section 209(a)(6) shall be made without affording the contractor an opportunity for a hearing.

#### SUBPART D—SANCTIONS AND PENALTIES

SEC. 209. (a) In accordance with such rules, regulations, or orders as the Secretary of Labor may issue or adopt, the Secretary or the appropriate contracting agency may:

(1) Publish, or cause to be published, the names of contractors or unions which it has concluded have complied or have failed to comply with the provisions of this Order or of the rules, regulations, and orders of the Secretary of Labor.

(2) Recommend to the Department of Justice that, in cases in which there is substantial or material violation or the threat of substantial or material violation of the contractual provisions set forth in Section 202 of this Order, appropriate proceedings be brought to enforce those provisions, including the enjoining, within the limitations of applicable law, of organizations, individuals, or groups who prevent directly or indirectly, or seek to prevent directly or indirectly, compliance with the provisions of this Order.

(3) Recommend to the Equal Employment Opportunity Commission or the Department of Justice that appropriate proceedings be instituted under Title VII of the Civil Rights Act of 1964.

(4) Recommend to the Department of Justice that criminal proceedings be brought for the furnishing of false information to any contracting agency or to the Secretary of Labor as the case may be.

(5) Cancel, terminate, suspend, or cause to be canceled, terminated, or suspended, any contract, or any portion or portions thereof, for failure of the contractor or subcontractor to comply with the non-discrimination provisions of the contract. Contracts may be canceled, terminated, or suspended absolutely or continuance of contracts may be conditioned upon a program for future compliance approved by the contracting agency.

(6) Provide that any contracting agency shall refrain from entering into further contracts, or extensions or other modifications of existing contracts, with any noncomplying contractor, until such contractor has satisfied the Secretary of Labor that such contractor has established and will carry out personnel and employment policies in compliance with the provisions of this Order.

(b) Under rules and regulations prescribed by the Secretary of Labor, each contracting agency shall make reasonable efforts within a reasonable time limitation to secure compliance with the contract provisions of this Order by methods of conference, conciliation, mediation, and persuasion before proceedings shall be instituted under Subsection (a) (2) of this Section, or before a contract shall be canceled or terminated in whole or in part under Subsection (a) (5) of this Section for failure of a contractor or subcontractor to comply with the contract provisions of this Order.

SEC. 210. Any contracting agency taking any action authorized by this Subpart, whether on its own motion, or as directed by the Secretary of Labor, or under the rules and regulations of the Secretary, shall promptly notify the Secretary of such action. Whenever the Secretary of Labor makes a determination under this section, he shall promptly notify the appropriate contracting agency of the action recommended. The agency shall take such action and shall report the results thereof to the Secretary of Labor within such time as the Secretary shall specify.

SEC. 211. If the Secretary shall so direct, contracting agencies shall not enter into contracts with any bidder or prospective contractor unless the bidder or prospective contractor has satisfactorily complied with the provisions of this Order or submits a program for compliance acceptable to the Secretary of Labor or, if the Secretary so authorizes, to the contracting agency.

SEC. 212. Whenever a contracting agency cancels or terminates a contract, or whenever a contractor has been debarred from further

Government contracts, under Section 209(a) (6) because of noncompliance with the contract provisions with regard to nondiscrimination, the Secretary of Labor, or the contracting agency involved, shall promptly notify the Comptroller General of the United States. Any such debarment may be rescinded by the Secretary of Labor or by the contracting agency which imposed the sanction.

#### SUBPART E—CERTIFICATES OF MERIT

SEC. 213. The Secretary of Labor may provide for issuance of a United States Government Certificate of Merit to employers or labor unions, or other agencies which are or may hereafter be engaged in work under Government contracts, if the Secretary is satisfied that the personnel and employment practices of the employer, or that the personnel, training, apprenticeship, membership, grievance and representation, upgrading, and other practices and policies of the labor union or other agency conform to the purposes and provisions of this Order.

SEC. 214. Any Certificate of Merit may at any time be suspended or revoked by the Secretary of Labor if the holder thereof, in the judgment of the Secretary, has failed to comply with the provisions of this Order.

SEC. 215. The Secretary of Labor may provide for the exemption of any employer, labor union, or other agency from any reporting requirements imposed under or pursuant to this Order if such employer, labor union, or other agency has been awarded a Certificate of Merit which has not been suspended or revoked.

#### PART III—NONDISCRIMINATION PROVISIONS IN FEDERALLY ASSISTED CONSTRUCTION CONTRACTS

SEC. 301. Each executive department and agency which administers a program involving Federal financial assistance shall require as a condition for the approval of any grant, contract, loan, insurance, or guarantee thereunder, which may involve a construction contract, that the applicant for Federal assistance undertake and agree to incorporate, or cause to be incorporated, into all construction contracts paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to such grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the provisions prescribed for Government contracts by Section 203 of this Order or such modification thereof, preserving in substance the contractor's obligations thereunder, as may be approved by the Secretary of Labor, together with such additional provisions as the Secretary deems appropriate to establish and protect the interest of the United States in the enforcement of those obligations. Each such applicant shall also undertake and agree (1) to assist and cooperate actively with the administering department or agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with those contract provisions and with the rules, regulations, and relevant orders of the Secretary, (2) to obtain and to furnish to the administering department or agency and

to the Secretary of Labor such information as they may require for the supervision of such compliance, (3) to carry out sanctions and penalties for violation of such obligations imposed upon contractors and subcontractors by the Secretary of Labor or the administering department or agency pursuant to Part II, Subpart D, of this Order, and (4) to refrain from entering into any contract subject to this Order, or extension or other modification of such a contract with a contractor debarred from Government contracts under Part II, Subpart D, of this Order.

SEC. 302. (a) "Construction contract" as used in this Order means any contract for the construction, rehabilitation, alteration, conversion, extension, or repair of buildings, highways, or other improvements to real property.

(b) The provisions of Part II of this Order shall apply to such construction contracts, and for purposes of such application the administering department or agency shall be considered the contracting agency referred to therein.

(c) The term "applicant" as used in this Order means an applicant for Federal assistance or, as determined by agency regulation, other program participant, with respect to whom an application for any grant, contract, loan, insurance, or guarantee is not finally acted upon prior to the effective date of this Part, and it includes such an applicant after he becomes a recipient of such Federal assistance.

SEC. 303. (a) Each administering department and agency shall be responsible for obtaining the compliance of such applicants with their undertakings under this Order. Each administering department and agency is directed to cooperate with the Secretary of Labor, and to furnish the Secretary such information and assistance as he may require in the performance of his functions under this Order.

(b) In the event an applicant fails and refuses to comply with his undertakings, the administering department or agency may take any or all of the following actions: (1) cancel, terminate, or suspend in whole or in part the agreement, contract, or other arrangement with such applicant with respect to which the failure and refusal occurred; (2) refrain from extending any further assistance to the applicant under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from such applicant; and (3) refer the case to the Department of Justice for appropriate legal proceedings.

(c) Any action with respect to an applicant pursuant to Subsection (b) shall be taken in conformity with Section 602 of the Civil Rights Act of 1964 (and the regulations of the administering department or agency issued thereunder), to the extent applicable. In no case shall action be taken with respect to an applicant pursuant to Clause (1) or (2) of Subsection (b) without notice and opportunity for hearing before the administering department or agency.

SEC. 304. Any executive department or agency which imposes by rule, regulation, or order requirements of nondiscrimination in employment, other than requirements imposed pursuant to this Order, may delegate to the Secretary of Labor by agreement such responsibilities with respect to compliance standards, reports, and procedures as

would tend to bring the administration of such requirements into conformity with the administration of requirements imposed under this Order: *Provided*, That actions to effect compliance by recipients of Federal financial assistance with requirements imposed pursuant to Title VI of the Civil Rights Act of 1964 shall be taken in conformity with the procedures and limitations prescribed in Section 602 thereof and the regulations of the administering department or agency issued thereunder.

#### PART IV—MISCELLANEOUS

SEC. 401. The Secretary of Labor may delegate to any officer, agency, or employee in the Executive branch of the Government, any function or duty of the Secretary under Parts II and III of this Order, except authority to promulgate rules and regulations of a general nature.

SEC. 402. The Secretary of Labor shall provide administrative support for the execution of the program known as the "Plans for Progress."

SEC. 403. (a) Executive Orders Nos. 10590 (January 19, 1955), 10722 (August 5, 1957), 10925 (March 6, 1961), 11114 (June 22, 1963), and 11162 (July 28, 1964), are hereby superseded and the President's Committee on Equal Employment Opportunity established by Executive Order No. 10925 is hereby abolished. All records and property in the custody of the Committee shall be transferred to the Civil Service Commission and the Secretary of Labor, as appropriate.

(b) Nothing in this Order shall be deemed to relieve any person of any obligation assumed or imposed under or pursuant to any Executive Order superseded by this Order. All rules, regulations, orders, instructions, designations, and other directives issued by the President's Committee on Equal Employment Opportunity and those issued by the heads of various departments or agencies under or pursuant to any of the Executive orders superseded by this Order, shall, to the extent that they are not inconsistent with this Order, remain in full force and effect unless and until revoked or superseded by appropriate authority. References in such directives to provisions of the superseded orders shall be deemed to be references to the comparable provisions of this Order.

SEC. 404. The General Services Administration shall take appropriate action to revise the standard Government contract forms to accord with the provisions of this Order and of the rules and regulations of the Secretary of Labor.

SEC. 405. This Order shall become effective thirty days after the date of this Order.

LYNDON B. JOHNSON.

THE WHITE HOUSE,  
September 24, 1965.



# COORDINATION BY ATTORNEY GENERAL

## Executive Order 11247

[30 F.R. 12327]

### PROVIDING FOR THE COORDINATION BY THE ATTORNEY GENERAL OF ENFORCEMENT OF TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

Whereas the Departments and agencies of the Federal Government have adopted uniform and consistent regulations implementing Title VI of the Civil Rights Act of 1964 and, in cooperation with the President's Council on Equal Opportunity, have embarked on a coordinated program of enforcement of the provisions of that Title;

Whereas the issues hereafter arising in connection with coordination of the activities of the departments and agencies under that Title will be predominantly legal in character and in many cases will be related to judicial enforcement; and

Whereas the Attorney General is the chief law officer of the Federal Government and is charged with the duty of enforcing the laws of the United States:

Now, therefore, by virtue of the authority vested in me as President of the United States by the Constitution and laws of the United States, it is ordered as follows:

**SECTION 1.** The Attorney General shall assist Federal departments and agencies to coordinate their programs and activities and adopt consistent and uniform policies, practices, and procedures with respect to the enforcement of Title VI of the Civil Rights Act of 1964. He may promulgate such rules and regulations as he shall deem necessary to carry out his functions under this Order.

**SEC. 2.** Each Federal department and agency shall cooperate with the Attorney General in the performance of his functions under this Order and shall furnish him such reports and information as he may request.

**SEC. 3.** Effective 30 days from the date of this Order, Executive Order No. 11197 of February 5, 1965, is revoked. Such records of the President's Council on Equal Opportunity as may pertain to the enforcement of Title VI of the Civil Rights Act of 1964 shall be transferred to the Attorney General.

**SEC. 4.** All rules, regulations, orders, instructions, designations and other directives issued by the President's Council on Equal Opportunity relating to the implementation of Title VI of the Civil Rights Act of 1964 shall remain in full force and effect unless and until revoked or superseded by directives of the Attorney General.

LYNDON B. JOHNSON.

THE WHITE HOUSE.

September 24, 1965.

# Memorandum

U.S. DEPARTMENT OF  
HOUSING AND URBAN DEVELOPMENT

TO : Directors, Portland and Seattle Area Offices  
Spokane Insuring Office

DATE: August 16, 1972

IN REPLY REFER TO:  
10E

FROM : George J. Roybal, Office of Equal Opportunity

SUBJECT: Bid Condition Reporting Requirements

Re: Certification Statement  
Optional Form 66 - Manpower Utilization Report (MUR)

The above mentioned items are required under E. O. Circular 8000.2 and the Bid Conditions for the Portland, Spokane and Pasco areas.

In Equal Opportunity Circular 8000.2 and the attached Bid Conditions you will find the authority for such reporting.

Equal Opportunity Circular 8000.2 is a management circular, but the Bid Conditions are specific in Part I - third paragraph - which require that the attached certification be signed and submitted with the bid in order to be eligible for award of a contract requiring HUD assistance.

Prime contractors and subcontractors must submit a signed certification prior to the award or the contract may be declared void.

Reports and documentation are cited in Executive Order 11246, Section 203 (A) and the E. O. Circular Number 3 - Responsibility - B-5.

The attached Optional Form 66 - Manpower Utilization Report (MUR) is one of the required reports referred to in these two sections which is required to be forwarded to this address.

U. S. Department of Housing & Urban Development  
Arcade Plaza Building, 1321 Second Avenue  
M/S 321 - Compliance Division  
Seattle, Washington 98101

Optional Form 66 - Manpower Utilization Report (MUR) relative to projects within the Portland (3-county) Plan area shall be forwarded to the following address:

U. S. Department of Housing & Urban Development  
520 S.W. Sixth Avenue, Cascade Bldg.  
Portland, Oregon 97204  
Attention: Mr. James Garfield, Director, EO Division

This report must be in the office on the 5th of every month for the duration of the project.

Effective immediately for inclusion, and to be a part of all Bid Conditions within Region X for all plan and non-plan areas, is the following, which shall be HUD policy.

WOMEN IN CONSTRUCTION

"Any construction work involving HUD assistance within Region X shall provide an equal opportunity for employment of women as well as the opportunity to participate in all plans.

"Every effort must be made to insure that women will not be precluded from participation on HUD projects which shall be evident in the form of specific steps as a part of all Affirmative Action Plans (AAP) and shall be contained within said plan in order for that plan to be acceptable.

"Employment of women will not count towards the goal or commitment to hire minority workers."

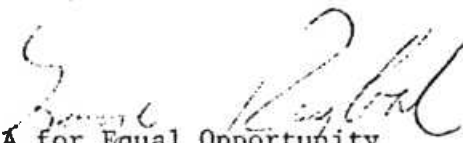
Any inquiries relative to reporting and enforcement may be made to the following phone number - Seattle Regional Office - (206) 442-0226 - Compliance Division.

Any inquiries prior to the submittal of a bid relevant to Affirmative Action Plans (AAP) may be made to the following persons relative to the plan areas. Re: Spokane-Pasco Plan Areas.

Edward Chatman, Director, Equal Opportunity Division, M/S 419  
U. S. Department of Housing and Urban Development  
Seattle Area Office  
Arcade Plaza Building, 1321 Second Avenue  
Seattle, Washington 98101 (Tel. No. 206-442-0194)

Re: Portland Plan Areas

James Garfield, Director, Equal Opportunity Division  
U. S. Department of Housing and Urban Development  
520 S. W. Sixth Avenue, Cascade Building  
Portland, Oregon 97204 (Tel. No. 503-221-3127)

  
ARA for Equal Opportunity

Attachment-1

CERTIFICATION - PRIME CONTRACTOR

" \_\_\_\_\_ certifies that:

(Name of Bidder)

(a) it intends to use the following listed construction trades in the work under the contract, either itself or through subcontractors at any tier \_\_\_\_\_;

(b) the labor organizations with whom it has collective bargaining agreements who are signatories to the Portland Plan and as to which trades there are set forth in the Portland Plan, specific commitments to goals of minority manpower utilization are as follows: \_\_\_\_\_;

(c) the labor organizations with whom it has collective bargaining agreements who are not signatories to the Portland Plan or who are signatories thereto but with respect to trades for which no specific commitments to goals of minority manpower utilization are set forth in the Portland Plan are as follows: \_\_\_\_\_;

(d) the following is a full list of all present construction work or contracts (both federal and non-federal) to which it is a party in any capacity in Clackamas, Multnomah, and Washington Counties, Oregon: \_\_\_\_\_;

(e) it will comply, and require its subcontractors to comply, with all of the terms of the Portland Plan on all work (both federal and non-federal) in the counties described in the preceding paragraph (d) hereof, in any trade as set forth in paragraph (b) hereof for which it or its subcontractors are committed to the Portland Plan and will be bound by the provisions of Part II of these Bid Conditions on all work in such counties, for all other trades as set forth in paragraph (c) hereof; and  
(f) in the event the bidder is no longer participating in an affirmative action plan acceptable to the Director of the Office of Federal Contract Compliance, including the Portland Plan, or it or the union with whom it maintains a collective bargaining agreement ceases to be a participating signatory to the Portland Plan, the bidder will comply with Part II of these Bid Conditions.

\_\_\_\_\_  
(Signature of authorized representative of bidder.)"



CERTIFICATION - SUBCONTRACTOR

\_\_\_\_\_ certifies that it understands the equal employment opportunity requirements of the Portland Plan regarding equal employment opportunity in the construction industry in Clackamas, Multnomah, and Washington Counties, Oregon; that it either individually or through an association and the labor organizations with whom it has collective bargaining agreements are signatories and agree to comply with the Portland Plan and there are set forth in the Portland Plan specific commitments to goals of minority manpower utilization as to such trades or if such is not the case it agrees to comply with the requirements of Part II of the Bid Conditions; that in the event the subcontractor is no longer participating in an affirmative action plan acceptable to the Director of the Office of Federal Contract Compliance, including the Portland Plan, the subcontractor will comply with Part II of these Bid Conditions; that it shall require the execution of this certification by any of its subcontractors, regardless of tier; and that this certification shall be a part of any subcontract.

\_\_\_\_\_  
(Signature of authorized representative of subcontractor)

## OPTIONAL FORM 66

Revised April 1971

As prescribed by the Dept. of Labor (OFCC)

## MONTHLY MANPOWER UTILIZATION REPORT

(See reverse for instructions)

To: (Name and location of Compliance Agency)

From: (Name and location of prime contractor)

Name of Project

2. Reporting  
Period (mo. yr.)

3. Project

a. Number

b. Percent  
Completedc. Date Com-  
pleted

Company's Name (I. D.)

5. Per-  
cent of  
work com-  
pleted

6. Trade

7. Man-hours of Employment

Classification  
(see  
reverse)

a. Total

b. Negro

c. Span-  
Amer.d. Amer-  
Indiane. Orient-  
tal8. Percent  
minority  
manhours  
of total  
manhours9. Total  
No. of  
minority  
Em-  
ployees10. Total  
Number of  
Em-  
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11. Company Official's Signature and Title

12. Date Signed

13. Telephone No.

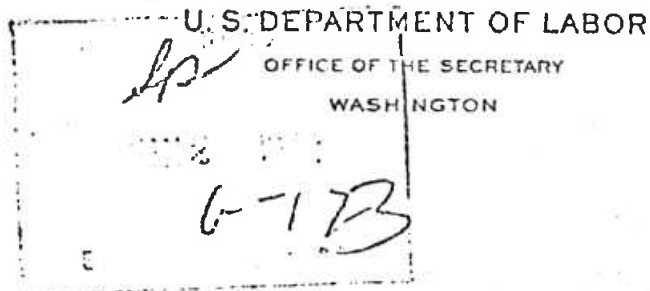
## INSTRUCTIONS FOR FILING MANPOWER UTILIZATION REPORT

The Manpower Utilization Report is to be completed by the prime contractor and signed by a responsible official of the company. The Reports are to be filed on the day required, each month, during the term of the contract, and they shall include the total man-hours worked for each employee level in each designated trade for the entire reporting period. Send one copy of the completed Report to the Federal Compliance Agency and a duplicate copy to:

Mr. \_\_\_\_\_  
Area Coordinator

Office of Federal Contract Compliance Address:  
\_\_\_\_\_  
\_\_\_\_\_

- |   |  |
|---|--|
| Compliance Agency .....                                   | U.S. Government contracting or administering agency responsible for equal employment opportunity on the project.   |
| Prime Contractor .....                                    | Any contractor who has a construction contract with the U.S. Government or Applicant (See OFCC Regs. 60-1.3).  |
| 1. Name of project .....                                  | Name given in the invitation for bids.   |
| 2. Self-explanatory .....                                 |  |
| 3a. Project number .....                                  | Number assigned in the invitation for bids.  |
| 3b. Percent project completed .....                       | Percent of total work completed.   |
| 3c. Date project completed .....                          | Date of estimated completion.  |
| 4. Name of company .....                                  | Any contractor or subcontractor who employ the trades enumerated in paragraph _____ of the (date) _____.   |
| 5. % of project work completed .....                      | % project work contractor or subcontractor has completed.  |
| 6. Trade .....  | Only those crafts enumerated in paragraph _____ of the (date) order.   |
| 7. - Man-hours of employment .....                        | The total number of hours worked by all employees in each classification; and the total number of hours worked by each minority group (Negro, Spanish American, American Indian, and Oriental) in each classification. |
| - Classification .....                                    | The level of accomplishment or status of the worker in the trade. ( J - Journeymen, H - Helper, Ap - Apprentice, Tr - Trainee)   |
| 8. Percent of minority man-hours of total man-hours ..... | The percentage of total minority man-hours worked of all man-hours worked.   |
| 9. Total no. of minority employees .....                  | Number of minority employees working on job during reporting period.   |
| 10. Total no. of employees .....                          | Number of all employees working on job during reporting period.  |



MAY 12 1972

ORDER

TO: HEADS OF ALL AGENCIES

FROM: James D. Hodgson  
Secretary of Labor

R. J. Grunewald  
Assistant Secretary for Employment  
Standards

George L. Holland  
Director, Office of Federal Contract  
Compliance

SUBJECT: Bid Conditions Setting Forth Affirmative Action  
Requirements for All Non-Exempt Federal and  
Federally-Assisted Construction Contracts to  
be Awarded in Multnomah, Clackamas, and  
Washington Counties, Oregon.

Effective thirty days from this date, the attached Bid Conditions setting forth affirmative action and equal employment opportunity requirements are to be included in all bid documents for use in connection with non-exempt Federal and Federally-assisted construction contracts in Multnomah, Clackamas, and Washington Counties, Oregon. Full compliance with the Bid Conditions will satisfy the requirements of Executive Order 11246.

All bidders must comply with the provisions of the Portland Plan incorporated in Part I of the Bid Conditions or the affirmative action program set forth in Part II of the Bid Conditions, to be considered

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responsive bidders and hence eligible for the award of non-exempt Federal and Federally-assisted construction contracts in Multnomah, Clackamas, and Washington Counties, Oregon, covered by the attached Bid Conditions. This latter affirmative action program specifies and requires, among other things, that bidders adopt and submit as their own, specific goals of minority manpower utilization for employment and training which fall at least within the ranges set forth in the Bid Conditions for the applicable calendar year. Those ranges specified in Part II have been developed upon the findings made and the negotiated goals established by the parties to the Portland Plan.

Inquiries concerning the operation and effect of the attached Bid Conditions should be transmitted to Mr. George L. Holland, Director, Office of Federal Contract Compliance.

This Order is issued pursuant to Executive Order 11246, 3 C.F.R. 402 and 41 C.F.R. 60.

Attachment



## BID CONDITIONS

### AFFIRMATIVE ACTION REQUIREMENTS

#### EQUAL EMPLOYMENT OPPORTUNITY

For all Non-exempt Federal and Federally-Assisted Construction Contracts to be Awarded in Multnomah, Clackamas, and Washington Counties, Oregon.

Part I: The provisions of this Part I apply to bidders, contractors, and subcontractors with respect to those construction trades for which they are parties to collective bargaining agreements with a labor organization or organizations and who together with such labor organizations have agreed to the Portland Area Construction Program for equal employment opportunity (but only as to those trades as to which there are commitments by both contractors and labor organizations to specific goals of minority manpower utilization) among the Portland Building and Construction Trades Council, the Oregon-Columbia Chapter of the Associated General Contractors, the Albina Contractors Association, and the Minority Group Coalition, together with all implementing agreements that have been and may hereafter be developed pursuant thereto, all of which documents are incorporated herein by reference and are hereinafter cumulatively referred to as the Portland Plan.

Any bidder, contractor or subcontractor using one or more trades of construction employees must comply with either Part I or Part II of these Bid Conditions as to each such trade. Thus, a bidder, contractor or subcontractor may be in compliance with these conditions by its inclusion, with its union, in the Portland Plan as to trade "A", provided there is set forth in the Portland Plan a specific commitment by that union to a goal of minority manpower utilization for such trade "A", thereby meeting the provisions of this Part I, and by its commitment to Part II in regard to trade "B" in the instance in which it is not included in the Portland Plan and, therefore, cannot meet the provisions of this Part I.

To be eligible for award of a contract under Part I of this Invitation for Bids, a bidder must execute and submit as part of its bid the following certification, which will be deemed a part of the resulting contract:

" \_\_\_\_\_ certifies that:

(Name of Bidder)

(a) it intends to use the following listed construction trades in the work under the contract, either itself or through subcontractors at any tier \_\_\_\_\_

\_\_\_\_\_  
; (b) the labor organizations with whom it has collective bargaining agreements who are signatories to the Portland Plan and as to which trades there

are set forth in the Portland Plan, specific commitments to goals of minority manpower utilization are as follows: \_\_\_\_\_

\_\_\_\_\_  
; (c) the labor organizations with whom it has collective bargaining agreements who are not signatories to the Portland Plan or who are signatories thereto but with respect to trades for which no specific commitments to goals of minority manpower utilization are set forth in the Portland Plan are as follows: \_\_\_\_\_

\_\_\_\_\_  
; (d) the following is a full list of all present construction work or contracts (both federal and non-federal) to which it is a party in any capacity in Clackamas, Multnomah, and Washington Counties, Oregon: \_\_\_\_\_

\_\_\_\_\_  
; (e) it will comply, and require its subcontractors to comply, with all of the terms of the Portland Plan on all work (both federal and non-federal) in the counties described in the preceding paragraph (d) hereof, in any trade as set forth in paragraph (b) hereof for which it or its subcontractors are committed to the Portland Plan and will be bound by the provisions of Part II of these Bid Conditions on all work in such counties, for all other trades as set forth in paragraph (c) hereof; and (f) in the event the bidder is no longer participating in an affirmative action plan acceptable to the Director of the Office of Federal Contract Compliance, including the Portland Plan, or it or the union with whom it maintains a collective bargaining agreement ceases to be a participating signatory to the Portland Plan, the bidder will comply with Part II of these Bid Conditions.

\_\_\_\_\_  
(Signature of authorized representative of bidder.)"

The bidder shall cause the following certification to be included in all bid invitations to prospective subcontractors, regardless of whether they are signatories to the Portland Plan and regardless of tier; and shall cause the following certification, as executed, to be made a part of all subcontracts, regardless of tier:

\_\_\_\_\_ certifies that  
(Name of Subcontractor)  
it understands the equal employment opportunity requirements of the Portland Plan regarding equal employment opportunity in the construction industry in Clackamas, Multnomah, and Washington Counties, Oregon; that it either individually or through an association and the labor organizations with whom it has collective bargaining agreements are signatories and agree to comply with the Portland Plan and there are set forth in the Portland Plan specific commitments to goals of minority manpower utilization as to such trades or if such is not the case it agrees to comply with the requirements of Part II of the Bid Conditions; that in the event the subcontractor is no longer participating in an affirmative action plan acceptable to the Director of the Office of Federal Contract Compliance, including the Portland Plan, the subcontractor will comply with Part II of these Bid Conditions; that it shall require the execution of this certification by any of its subcontractors, regardless of tier; and that this certification shall be a part of any subcontract.

\_\_\_\_\_  
(Signature of authorized representative of subcontractor)

In order to ensure that the said subcontractor certification becomes a part of all subcontracts under the prime contract of a prime contractor

with respect to whom this Part I is applicable, no subcontract shall be executed until an authorized representative of the Department - HUD has determined in writing, that the said certification has been incorporated in such subcontract, regardless of tier. Any subcontract executed without such written approval shall be void.

Part II: A. Coverage. The provisions of this Part II shall be applicable to those bidders, contractors and subcontractors, who, in regard to those construction trades:

1. Are not or hereafter cease to be signatories to the Portland Plan referred to in Part I hereof;
2. Are signatories to the Portland Plan but are not parties to collective bargaining agreements;
3. Are signatories to the Portland Plan but are parties to collective bargaining agreements with labor organizations who are not or hereafter cease to be signatories to the Portland Plan;
4. Are signatories to the Portland Plan but as to which no specific commitment to goals of minority manpower utilization by labor organization have been executed pursuant to the Portland Plan; or



5. Are no longer participating in an affirmative action plan acceptable to the Director, OFCC, including the Portland Plan.

B. Requirement -- An Affirmative Action Plan. The bidders, contractors and subcontractors described in Paragraphs 1 through 5 above will not be eligible for award of a contract under this Invitation for Bids, unless such bidder has submitted as part of its bid, and has had approved by the Department - HUD a written affirmative action plan, embodying both (1) goals and timetables of minority manpower utilization, <sup>1/</sup> and (2) specific affirmative action steps directed at increasing minority manpower utilization by means of applying good faith efforts to carrying out such steps or is deemed to have submitted such a program pursuant to Section 3 of this Part II. Both the goals and timetables, and the affirmative action steps must meet the requirements of this Part II as set forth below for all trades which are to be utilized on the project, whether subcontracted or not.

---

<sup>1/</sup> "Minority" is defined as including Negroes, Spanish Surnamed Americans, Orientals and American Indians.

1. Goals and Timetables. The plan must set forth goals of minority manpower utilization for the bidder and all contractors and subcontractors for those trades not otherwise bound by the provisions of Part I hereof in terms of manhours, within at least the following ranges, for the following time periods, for each trade which will be used on the project within Clackamas, Multnomah and Washington Counties, Oregon (hereinafter referred to as the Portland area).

The ranges for all trades to be utilized on the project shall be as follows:

Until 12/31/72	1.5% - 2.5%
From 1/1/73 Until 12/31/73	2.5% - 3.5%
From 1/1/74 Until 12/31/74	3.5% - 4.5%
From 1/1/75 Until 12/31/75	4.5% - 5.5%
From 1/1/76 Until 12/31/76	5.5% - 6.5%

In the event that under a contract which is subject to these Bid Conditions any work is performed in a year later than the latest year for which acceptable ranges of minority manpower utilization have been determined herein, the ranges for 1976 shall be applicable to such work.

The percentages of minority manpower utilization above are

expressed in terms of manhours of training and employment as a proportion of the total manhours to be worked by the bidder's, contractor's, and subcontractor's entire work force in that trade on all projects (both federal and non-federal) in the Portland area during the performance of its contract or subcontract. The manhours for minority work and training must be substantially uniform throughout the length of the contract on all projects and for each of the trades. Further, the transfer of minority employees or trainees from employer-to-employer or from project-to-project for the sole purpose of meeting the contractor's or subcontractor's goal shall be a violation of these conditions.

In reaching the goals of minority manpower utilization required of bidders, contractors and subcontractors pursuant to this Part II, every effort shall be made to find and employ qualified journeymen. Provided, however, and pursuant to the requirements of Department of Labor regulations 29 CFR 5a, apprentices or trainees shall be employed on all projects subject to the requirements of these Bid Conditions and, where feasible, 25 percent of apprentices or trainees employed on each project shall be in their first year of apprenticeship or training.

In order that the nonworking training hours of trainees may be counted in meeting the goal, such trainees must be employed by the contractor during the training period, the contractor must have made a commitment to employ the trainees at the completion of their training and the trainees must be trained pursuant to established training programs which must be the equivalent of the training programs now or hereinafter provided for in the Portland Plan with respect to the nature, extent and duration of training offered.

A contractor or subcontractor shall be deemed to be in compliance with the terms and requirements of this Part II by the employment and training of minorities in the appropriate percentage of its aggregate work force in the Portland area for each trade for which it is committed to a goal under this Part II.

However, no contractor or subcontractor shall be found to be in noncompliance solely on account of its failure to meet its goals within its timetables, but such contractor shall be given the opportunity to demonstrate that it has instituted all of the specific affirmative action steps specified in this Part II and has made every good faith effort to make these steps work toward the attainment of its goals within its timetables, all to the purpose of expanding minority manpower utilization on all of its projects in the Portland area.

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

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

2. Specific Affirmative Action Steps. The plans for the bidders, contractors and subcontractors must set forth specific affirmative action steps directed at increasing minority manpower utilization, which steps must be at least as extensive and as specific as the following:

a. The contractor shall notify community organizations that the contractor has employment opportunities available and shall maintain records of the organizations' response.



b. The contractor shall maintain a file of the names and addresses of each minority worker referred to him and what action was taken with respect to each such referred worker, and if the worker was not employed, the reasons therefor. If such worker was not sent to the union hiring hall for referral or if such worker was not employed by the contractor, the contractor's file should document this and the reasons therefor.

c. The contractor shall promptly notify the DEPARTMENT- HUD when the union or unions with whom the contractor has a collective bargaining agreement has not referred to the contractor a minority worker sent by the contractor or the contractor has other information that the union referral process has impeded him in his efforts to meet his goal.

d. The contractor shall participate in training programs in the area, especially those funded by the Department of Labor.

e. The contractor shall disseminate his EEO policy within his own organization by including it in any policy manual; by publicizing it in company newspapers, annual reports, etc.; by conducting staff, employee and union representatives' meetings to explain and discuss the policy; by posting of the policy; and by specific review of the policy with minority employees.

f. The contractor shall disseminate his EEO policy externally by informing and discussing it with all recruitment sources; by advertising in news media, specifically including minority news media; and by notifying and discussing it with all subcontractors and suppliers.

g. The contractor shall make specific and constant personal (both oral and written) recruitment efforts directed at all minority organizations, schools with minority students, minority recruitment organizations and minority training organizations, within the contractor's recruitment area.

h. The contractor shall make specific efforts to encourage present minority employees to recruit their friends and relatives.

i. The contractor shall validate all man specifications, selection requirements, tests, etc.

j. The contractor shall make every effort to promote after-school, summer and vacation employment to minority youths.

k. The contractor shall develop on-the-job training opportunities and participate and assist in any association or employer-group training programs relevant to the contractor's employee needs consistent with its obligations under this Part II.

l. The contractor shall continually inventory and evaluate all minority personnel for promotion opportunities and encourage minority employees to seek such opportunities.

m. The contractor shall make sure that seniority practices, job classifications, etc., do not have a discriminatory effect.

n. The contractor shall make certain that all facilities and company activities are non-segregated.

o. The contractor shall continually monitor all personnel activities to ensure that his EEO policy is being carried out.

p. The contractor shall solicit bids for subcontracts from available minority subcontractors engaged in the trades covered by these Bid Conditions, including circulation of minority contractor associations.

3. Contractors and Subcontractors Deemed to be Bound by Part II. In the event a contractor or subcontractor, who is at the time of bidding eligible under Part I of these Bid Conditions, is no longer participating in an affirmative action plan acceptable to the Director of the Office of Federal Contract Compliance, including the Portland Plan, he shall be deemed to be committed

to Part II of these Bid Conditions. Further, whenever a contractor or subcontractor, who at the time of bidding is eligible under Part II of these Bid Conditions, uses trades not contemplated at the time he submits his bid, he shall be committed to Part II for those trades. Whenever a contractor or subcontractor is deemed to be committed to Part II of these Bid Conditions, he shall be considered to be committed to a manpower utilization goal of the minimum percentage range for that trade for the appropriate year.

4. Subsequent Signatory to the Portland Plan. Any contractor or subcontractor subject to the requirements of this Part II for any trade at the time of the submission of its bid who together with the labor organization with whom it has a collective bargaining agreement subsequently becomes a signatory to the Portland Plan, either individually or through an association, may meet its requirements under these Bid Conditions for such trade, if such contractor or subcontractor executes and submits the appropriate certification required by Part I of these Bid Conditions. No contractor or subcontractor shall be deemed to be subject to the requirements of Part I until such certification is executed and submitted.

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

6. Contractors and Subcontractors Bound. The affirmative action plan required by Part II shall be deemed a part of the resulting contract specifications. A successful bidder as to whom Part II is applicable shall cause the affirmative action plan, as established and approved, to be a part of all subcontracts, where necessary, regardless of tier, under his contract. No subcontract shall be executed until an authorized representative of the Department - HUD has determined, in writing, that such subcontractor has executed the certification required by Part I hereof, or that the affirmative action plan required by Part II, as applicable, has been incorporated into such subcontract, regardless of tier. Any subcontract executed without such written approval shall be void.

Part III: Materiality and Responsiveness. Any equal employment opportunity submission required to be made by the prospective contractor pursuant either to Part I or Part II of these Bid Conditions which is material and which will govern the contractor's performance



on the project shall be made a part of his bid. Failure to submit a Part I certification or a Part II affirmative action plan, as applicable, will render the bid nonresponsive.

Part IV: Compliance and Enforcement. Contractors are responsible for informing their subcontractors (regardless of tier) as to their respective obligations under Parts I and II hereof (as applicable). Bidders, contractors and subcontractors hereby agree to refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who is determined not to be a "responsive" bidder for, Government contracts and federally assisted construction contracts pursuant to the Executive Order. The bidder, contractor or subcontractor shall carry out such sanctions and penalties for violation of the equal opportunity clause including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered by the administering agency, the compliance agency or the Office of Federal Contract Compliance pursuant to the Executive Order. Any bidder, contractor or subcontractor who shall fail to carry out such sanctions and penalties shall be deemed to be in non-compliance with these Bid Conditions and Executive Order 11246.

Nothing herein is intended to relieve any contractor or subcontractor during the term of its contract on this project from compliance with Executive Order 11246 (as amended) and the Equal Employment Opportunity Clause of its contract, with respect to matters not covered in the Portland Plan or in Part II of these Bid Conditions.

Violation of any substantial requirement in the Portland Plan by a contractor or subcontractor covered by Part I of these Bid Conditions, including the failure of such contractor or subcontractor to make a good faith effort to meet its fair share of the trade's goals of minority manpower utilization, or of the terms of the Affirmative Action Plan by a contractor or subcontractor who is covered by Part II hereof shall be deemed to be noncompliance by such contractor or subcontractor with the Equal Opportunity Clause of the contract, and shall be grounds for imposition of the sanctions and penalties provided at Section 209(a) of Executive Order 11246.

Each agency shall review its contractors' and subcontractors' employment practices during the performance of the contract. If the agency determines that the Portland Plan no longer represents effective affirmative action, it shall so notify the Office of Federal

Contract Compliance which shall be solely responsible for any final determination of that question and the consequences thereof.

In regard to Part II of these conditions if the contractor or subcontractor meets its goals or if the contractor or subcontractor can demonstrate that it has made every good faith effort to meet those goals, the contractor shall be presumed to be in compliance with Executive Order 11246, the implementing regulations and its obligations under these Bid Conditions and no formal sanctions or proceedings leading toward sanctions shall be instituted unless the agency otherwise determines that the contractor or subcontractor is not providing equal employment opportunities. In judging whether a contractor or subcontractor has met its goals, the agency will consider each contractor's or subcontractor's minority manpower utilization and will not take into consideration the minority manpower utilization of its subcontractors. Where the agency finds that the contractor or subcontractor has failed to comply with the requirements of Executive Order 11246 (as amended), the implementing regulations and its obligations under these Bid Conditions, the agency shall take such action and impose such sanctions as may be appropriate under the Executive Order and the regulations. When the agency proceeds with such formal action, it has the burden of proving that

the contractor has not met the requirements of these Bid Conditions, but the contractor's failure to meet his goals shall shift to him the requirement to come forward with evidence to show that he has met the "good faith" requirements of these Bid Conditions by instituting at least the Specific Affirmative Action steps listed above and by making every good faith effort to make those steps work toward the attainment of its goals within its timetables. The pendency of such formal proceedings shall be taken into consideration by Federal agencies in determining whether such contractor or subcontractor can comply with the requirements of Executive Order 11246 and is, therefore, a "responsible prospective contractor" within the meaning of the Federal Procurement Regulations.

It shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.

The procedures set forth in these conditions shall not apply to any contract when the head of the contracting or administering agency determines that such contract is essential to the national security and that its award without following such procedures is necessary to the national security. Upon making such a determination, the agency head will notify, in writing, the Director of the Office of

Federal Contract Compliance within thirty days.

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

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

For the information of bidders, a copy of the Portland Plan may be obtained from the contracting officer.



DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
Executive Order 11246, as amended  
EQUAL EMPLOYMENT OPPORTUNITY  
Executive Order 11247  
COORDINATION BY ATTORNEY GENERAL

**EQUAL EMPLOYMENT OPPORTUNITY**

**Executive Order 11246<sup>1</sup>**

[30 F.R. 12319-25]

Under and by virtue of the authority vested in me as President of the United States by the Constitution and statutes of the United States, it is ordered as follows:

**PART I—NONDISCRIMINATION IN GOVERNMENT EMPLOYMENT**

SEC. 101. It is the policy of the Government of the United States to provide equal opportunity in Federal employment for all qualified persons, to prohibit discrimination in employment because of race, color, religion, sex or national origin, and to provide the full realization of equal employment opportunity through a positive, continuing program in each executive department and agency. The policy of equal opportunity applies to every aspect of Federal employment policy and practice.

SEC. 102. The head of each executive department and agency shall establish and maintain a positive program of equal employment opportunity for all civilian employees and applicants for employment within his jurisdiction in accordance with the policy set forth in Section 101.

SEC. 103. The Civil Service Commission shall supervise and provide leadership and guidance in the conduct of equal employment opportunity programs for the civilian employees of and applications for employment within the executive departments and agencies and shall review agency program accomplishments periodically. In order to facilitate the achievement of a model program for equal employment opportunity in the Federal service, the Commission may consult from time to time with such individuals, groups, or organizations as may be of assistance in improving the Federal program and realizing the objectives of this Part.

SEC. 104. The Civil Service Commission shall provide for the prompt, fair, and impartial consideration of all complaints of discrimination in Federal employment on the basis of race, color, religion, sex or national origin. Procedures for the consideration of complaints shall include at least one impartial review within the executive department or agency and shall provide for appeal to the Civil Service Commission.

SEC. 105. The Civil Service Commission shall issue such regulations, orders, and instructions as it deems necessary and appropriate to carry out its responsibilities under this Part, and the head of each executive department and agency shall comply with the regulations, orders, and instructions issued by the Commission under this Part.

<sup>1</sup> Amended by Executive Order 11375 of October 13, 1967, 32 Fed. Reg. 14303, to provide that the program of equal employment opportunity include prohibition against discrimination on account of sex.



**PART II—NONDISCRIMINATION IN EMPLOYMENT BY GOVERNMENT  
CONTRACTORS AND SUBCONTRACTORS**

**SUBPART A—DUTIES OF THE SECRETARY OF LABOR**

SEC. 201. The Secretary of Labor shall be responsible for the administration of Parts II and III of this Order and shall adopt such rules and regulations and issue such orders as he deems necessary and appropriate to achieve the purposes thereof.

**SUBPART B—CONTRACTORS' AGREEMENTS**

SEC. 202. Except in contracts exempted in accordance with Section 204 of this Order, all Government contracting agencies shall include in every Government contract hereafter entered into the following provisions:

"During the performance of this contract, the contractor agrees as follows:

"(1) 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 contracting officer setting forth the provisions of this nondiscrimination clause.

"(2) 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.

"(3) 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 by the agency contracting officer, advising the labor union or workers' representative of the contractors' commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

"(4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

"(5) The contractor will furnish all information and reports required by Executive Order No. 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 contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

"(6) 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 cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

"(7) The contractor will include the provisions of Paragraphs (1) through (7) 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 No. 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 contracting agency 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 contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

SEC. 203. (a) Each contractor having a contract containing the provisions prescribed in Section 202 shall file, and shall cause each of his subcontractors to file, Compliance Reports with the contracting agency or the Secretary of Labor as may be directed. Compliance Reports shall be filed within such times and shall contain such information as to the practices, policies, programs, and employment policies, programs, and employment statistics of the contractor and each subcontractor, and shall be in such form, as the Secretary of Labor may prescribe.

(b) Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order, or any preceding similar Executive order, and in that event to submit, on behalf of themselves and their proposed subcontractors, Compliance Reports prior to or as an initial part of their bid or negotiation of a contract.

(c) Whenever the contractor or subcontractor has a collective bargaining agreement or other contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the Compliance Report shall include such information as to such labor union's or agency's practices and policies affecting compliance as the Secretary of Labor may prescribe: *Provided*, That to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training and such labor union or agency shall refuse to furnish such information to the contractor, the contractor shall so certify to the contracting agency as part of its Compliance Report and shall set forth what efforts he has made to obtain such information.

(d) The contracting agency or the Secretary of Labor may direct that any bidder or prospective contractor or subcontractor shall submit, as part of his Compliance Report, a statement in writing, signed by an authorized officer or agent on behalf of any labor union or any agency referring workers or providing or supervising apprenticeship or other training, with which the bidder or prospective contractor deals, with supporting information, to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, religion, sex or national origin, and that the signer either will affirmatively cooperate in the implementation of the policy and provisions of this order or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the order. In the event that the union, or the agency shall refuse to execute such a statement, the Compliance Report shall so certify and set forth what efforts have been made to secure such a statement and such additional factual material as the contracting agency or the Secretary of Labor may require.

SEC. 204. The Secretary of Labor may, when he deems that special circumstances in the national interest so require, exempt a contracting agency from the requirement of including any or all of the provisions of Section 202 of this Order in any specific contract, subcontract, or purchase order. The Secretary of Labor may, by rule or regulation, also exempt certain classes of contracts, subcontracts, or purchase orders (1) whenever work is to be or has been performed outside the United States and no recruitment of workers within the limits of the United States is involved; (2) for standard commercial supplies or raw materials; (3) involving less than specified amounts of money or specified numbers of workers; or (4) to the extent that they involve subcontracts below a specified tier. The Secretary of Labor may also provide, by rule, regulation, or order, for the exemption of facilities of a contractor which are in all respects separate and distinct from activities of the contractor related to the performance of the contract: *Provided*, That such an exemption will not interfere with or impede the effectuation of the purposes of this Order: *And provided further*, That in the absence of such an exemption all facilities shall be covered by the provisions of this Order.

#### SUBPART C—POWERS AND DUTIES OF THE SECRETARY OF LABOR AND THE CONTRACTING AGENCIES

SEC. 205. Each contracting agency shall be primarily responsible for obtaining compliance with the rules, regulations, and orders of the Secretary of Labor with respect to contracts entered into by such agency or its contractors. All contracting agencies shall comply with the rules of the Secretary of Labor in discharging their primary responsibility for securing compliance with the provisions of contracts and otherwise with the terms of this Order and of the rules, regulations, and orders of the Secretary of Labor issued pursuant to this Order. They are directed to cooperate with the Secretary of Labor and to furnish the Secretary of Labor such information and assistance as he may require in the performance of his functions under this Order. They are further directed to appoint or designate, from

among the agency's personnel, compliance officers. It shall be the duty of such officers to seek compliance with the objectives of this Order by conference, conciliation, mediation, or persuasion.

SEC. 206. (a) The Secretary of Labor may investigate the employment practices of any Government contractor or subcontractor, or initiate such investigation by the appropriate contracting agency, to determine whether or not the contractual provisions specified in Section 202 of this Order have been violated. Such investigation shall be conducted in accordance with the procedures established by the Secretary of Labor and the investigating agency shall report to the Secretary of Labor any action taken or recommended.

(b) The Secretary of Labor may receive and investigate or cause to be investigated complaints by employees or prospective employees of a Government contractor or subcontractor which allege discrimination contrary to the contractual provisions specified in Section 202 of this Order. If this investigation is conducted for the Secretary of Labor by a contracting agency, that agency shall report to the Secretary what action has been taken or is recommended with regard to such complaints.

SEC. 207. The Secretary of Labor shall use his best efforts, directly and through contracting agencies, other interested Federal, State, and local agencies, contractors, and all other available instrumentalities to cause any labor union engaged in work under Government contracts or any agency referring workers or providing or supervising apprenticeship or training for or in the course of such work to cooperate in the implementation of the purposes of this Order. The Secretary of Labor shall, in appropriate cases, notify the Equal Employment Opportunity Commission, the Department of Justice, or other appropriate Federal agencies whenever it has reason to believe that the practices of any such labor organization or agency violate Title VI or Title VII of the Civil Rights Act of 1964 or other provision of Federal law.

SEC. 208. (a) The Secretary of Labor, or any agency, officer, or employee in the executive branch of the Government designated by rule, regulation, or order of the Secretary, may hold such hearings, public or private, as the Secretary may deem advisable for compliance, enforcement, or educational purposes.

(b) The Secretary of Labor may hold, or cause to be held, hearings in accordance with Subsection (a) of this Section prior to imposing, ordering, or recommending the imposition of penalties and sanctions under this Order. No order for debarment of any contractor from further Government contracts under Section 209(a)(6) shall be made without affording the contractor an opportunity for a hearing.

#### SUBPART D—SANCTIONS AND PENALTIES

SEC. 209. (a) In accordance with such rules, regulations, or orders as the Secretary of Labor may issue or adopt, the Secretary or the appropriate contracting agency may:

(1) Publish, or cause to be published, the names of contractors or unions which it has concluded have complied or have failed to comply with the provisions of this Order or of the rules, regulations, and orders of the Secretary of Labor.



(2) Recommend to the Department of Justice that, in cases in which there is substantial or material violation or the threat of substantial or material violation of the contractual provisions set forth in Section 202 of this Order, appropriate proceedings be brought to enforce those provisions, including the enjoining, within the limitations of applicable law, of organizations, individuals, or groups who prevent directly or indirectly, or seek to prevent directly or indirectly, compliance with the provisions of this Order.

(3) Recommend to the Equal Employment Opportunity Commission or the Department of Justice that appropriate proceedings be instituted under Title VII of the Civil Rights Act of 1964.

(4) Recommend to the Department of Justice that criminal proceedings be brought for the furnishing of false information to any contracting agency or to the Secretary of Labor as the case may be.

(5) Cancel, terminate, suspend, or cause to be canceled, terminated, or suspended, any contract, or any portion or portions thereof, for failure of the contractor or subcontractor to comply with the non-discrimination provisions of the contract. Contracts may be cancelled, terminated, or suspended absolutely or continuance of contracts may be conditioned upon a program for future compliance approved by the contracting agency.

(6) Provide that any contracting agency shall refrain from entering into further contracts, or extensions or other modifications of existing contracts, with any noncomplying contractor, until such contractor has satisfied the Secretary of Labor that such contractor has established and will carry out personnel and employment policies in compliance with the provisions of this Order.

(b) Under rules and regulations prescribed by the Secretary of Labor, each contracting agency shall make reasonable efforts within a reasonable time limitation to secure compliance with the contract provisions of this Order by methods of conference, conciliation, mediation, and persuasion before proceedings shall be instituted under Subsection (a) (2) of this Section, or before a contract shall be canceled or terminated in whole or in part under Subsection (a) (5) of this Section for failure of a contractor or subcontractor to comply with the contract provisions of this Order.

Sec. 210. Any contracting agency taking any action authorized by this Subpart, whether on its own motion, or as directed by the Secretary of Labor, or under the rules and regulations of the Secretary, shall promptly notify the Secretary of such action. Whenever the Secretary of Labor makes a determination under this section, he shall promptly notify the appropriate contracting agency of the action recommended. The agency shall take such action and shall report the results thereof to the Secretary of Labor within such time as the Secretary shall specify.

Sec. 211. If the Secretary shall so direct, contracting agencies shall not enter into contracts with any bidder or prospective contractor unless the bidder or prospective contractor has satisfactorily complied with the provisions of this Order or submits a program for compliance acceptable to the Secretary of Labor or, if the Secretary so authorizes, to the contracting agency.

Sec. 212. Whenever a contracting agency cancels or terminates a contract, or whenever a contractor has been debarred from further

Government contracts, under Section 209(a) (6) because of noncompliance with the contract provisions with regard to nondiscrimination, the Secretary of Labor, or the contracting agency involved, shall promptly notify the Comptroller General of the United States. Any such debarment may be rescinded by the Secretary of Labor or by the contracting agency which imposed the sanction.

#### SUBPART E—CERTIFICATES OF MERIT

SEC. 213. The Secretary of Labor may provide for issuance of a United States Government Certificate of Merit to employers or labor unions, or other agencies which are or may hereafter be engaged in work under Government contracts, if the Secretary is satisfied that the personnel and employment practices of the employer, or that the personnel, training, apprenticeship, membership, grievance and representation, upgrading, and other practices and policies of the labor union or other agency conform to the purposes and provisions of this Order.

SEC. 214. Any Certificate of Merit may at any time be suspended or revoked by the Secretary of Labor if the holder thereof, in the judgment of the Secretary, has failed to comply with the provisions of this Order.

SEC. 215. The Secretary of Labor may provide for the exemption of any employer, labor union, or other agency from any reporting requirements imposed under or pursuant to this Order if such employer, labor union, or other agency has been awarded a Certificate of Merit which has not been suspended or revoked.

#### PART III—NONDISCRIMINATION PROVISIONS IN FEDERALLY ASSISTED CONSTRUCTION CONTRACTS

SEC. 301. Each executive department and agency which administers a program involving Federal financial assistance shall require as a condition for the approval of any grant, contract, loan, insurance, or guarantee thereunder, which may involve a construction contract, that the applicant for Federal assistance undertake and agree to incorporate, or cause to be incorporated, into all construction contracts paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to such grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the provisions prescribed for Government contracts by Section 203 of this Order or such modification thereof, preserving in substance the contractor's obligations thereunder, as may be approved by the Secretary of Labor, together with such additional provisions as the Secretary deems appropriate to establish and protect the interest of the United States in the enforcement of those obligations. Each such applicant shall also undertake and agree (1) to assist and cooperate actively with the administering department or agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with those contract provisions and with the rules, regulations, and relevant orders of the Secretary, (2) to obtain and to furnish to the administering department or agency and



to the Secretary of Labor such information as they may require for the supervision of such compliance, (3) to carry out sanctions and penalties for violation of such obligations imposed upon contractors and subcontractors by the Secretary of Labor or the administering department or agency pursuant to Part II, Subpart D, of this Order, and (4) to refrain from entering into any contract subject to this Order, or extension or other modification of such a contract with a contractor debarred from Government contracts under Part II, Subpart D, of this Order.

SEC. 302. (a) "Construction contract" as used in this Order means any contract for the construction, rehabilitation, alteration, conversion, extension, or repair of buildings, highways, or other improvements to real property.

(b) The provisions of Part II of this Order shall apply to such construction contracts, and for purposes of such application the administering department or agency shall be considered the contracting agency referred to therein.

(c) The term "applicant" as used in this Order means an applicant for Federal assistance or, as determined by agency regulation, other program participant, with respect to whom an application for any grant, contract, loan, insurance, or guarantee is not finally acted upon prior to the effective date of this Part, and it includes such an applicant after he becomes a recipient of such Federal assistance.

SEC. 303. (a) Each administering department and agency shall be responsible for obtaining the compliance of such applicants with their undertakings under this Order. Each administering department and agency is directed to cooperate with the Secretary of Labor, and to furnish the Secretary such information and assistance as he may require in the performance of his functions under this Order.

(b) In the event an applicant fails and refuses to comply with his undertakings, the administering department or agency may take any or all of the following actions: (1) cancel, terminate, or suspend in whole or in part the agreement, contract, or other arrangement with such applicant with respect to which the failure and refusal occurred; (2) refrain from extending any further assistance to the applicant under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from such applicant; and (3) refer the case to the Department of Justice for appropriate legal proceedings.

(c) Any action with respect to an applicant pursuant to Subsection (b) shall be taken in conformity with Section 602 of the Civil Rights Act of 1964 (and the regulations of the administering department or agency issued thereunder), to the extent applicable. In no case shall action be taken with respect to an applicant pursuant to Clause (1) or (2) of Subsection (b) without notice and opportunity for hearing before the administering department or agency.

SEC. 304. Any executive department or agency which imposes by rule, regulation, or order requirements of nondiscrimination in employment, other than requirements imposed pursuant to this Order, may delegate to the Secretary of Labor by agreement such responsibilities with respect to compliance standards, reports, and procedures as

would tend to bring the administration of such requirements into conformity with the administration of requirements imposed under this Order: *Provided*, That actions to effect compliance by recipients of Federal financial assistance with requirements imposed pursuant to Title VI of the Civil Rights Act of 1964 shall be taken in conformity with the procedures and limitations prescribed in Section 602 thereof and the regulations of the administering department or agency issued thereunder.

#### PART IV—MISCELLANEOUS

SEC. 401. The Secretary of Labor may delegate to any officer, agency, or employee in the Executive branch of the Government, any function or duty of the Secretary under Parts II and III of this Order, except authority to promulgate rules and regulations of a general nature.

SEC. 402. The Secretary of Labor shall provide administrative support for the execution of the program known as the "Plans for Progress."

SEC. 403. (a) Executive Orders Nos. 10590 (January 19, 1955), 10722 (August 5, 1957), 10925 (March 6, 1961), 11114 (June 22, 1963), and 11162 (July 28, 1964), are hereby superseded and the President's Committee on Equal Employment Opportunity established by Executive Order No. 10925 is hereby abolished. All records and property in the custody of the Committee shall be transferred to the Civil Service Commission and the Secretary of Labor, as appropriate.

(b) Nothing in this Order shall be deemed to relieve any person of any obligation assumed or imposed under or pursuant to any Executive Order superseded by this Order. All rules, regulations, orders, instructions, designations, and other directives issued by the President's Committee on Equal Employment Opportunity and those issued by the heads of various departments or agencies under or pursuant to any of the Executive orders superseded by this Order, shall, to the extent that they are not inconsistent with this Order, remain in full force and effect unless and until revoked or superseded by appropriate authority. References in such directives to provisions of the superseded orders shall be deemed to be references to the comparable provisions of this Order.

SEC. 404. The General Services Administration shall take appropriate action to revise the standard Government contract forms to accord with the provisions of this Order and of the rules and regulations of the Secretary of Labor.

SEC. 405. This Order shall become effective thirty days after the date of this Order.

LYNDON B. JOHNSON.

THE WHITE HOUSE,  
September 24, 1965.

# COORDINATION BY ATTORNEY GENERAL

## Executive Order 11247

[30 F.R. 12327]

### PROVIDING FOR THE COORDINATION BY THE ATTORNEY GENERAL OF ENFORCEMENT OF TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

Whereas the Departments and agencies of the Federal Government have adopted uniform and consistent regulations implementing Title VI of the Civil Rights Act of 1964 and, in cooperation with the President's Council on Equal Opportunity, have embarked on a coordinated program of enforcement of the provisions of that Title;

Whereas the issues hereafter arising in connection with coordination of the activities of the departments and agencies under that Title will be predominantly legal in character and in many cases will be related to judicial enforcement; and

Whereas the Attorney General is the chief law officer of the Federal Government and is charged with the duty of enforcing the laws of the United States:

Now, therefore, by virtue of the authority vested in me as President of the United States by the Constitution and laws of the United States, it is ordered as follows:

SECTION 1. The Attorney General shall assist Federal departments and agencies to coordinate their programs and activities and adopt consistent and uniform policies, practices, and procedures with respect to the enforcement of Title VI of the Civil Rights Act of 1964. He may promulgate such rules and regulations as he shall deem necessary to carry out his functions under this Order.

SEC. 2. Each Federal department and agency shall cooperate with the Attorney General in the performance of his functions under this Order and shall furnish him such reports and information as he may request.

SEC. 3. Effective 30 days from the date of this Order, Executive Order No. 11197 of February 5, 1965, is revoked. Such records of the President's Council on Equal Opportunity as may pertain to the enforcement of Title VI of the Civil Rights Act of 1964 shall be transferred to the Attorney General.

SEC. 4. All rules, regulations, orders, instructions, designations and other directives issued by the President's Council on Equal Opportunity relating to the implementation of Title VI of the Civil Rights Act of 1964 shall remain in full force and effect unless and until revoked or superseded by directives of the Attorney General.

LYNDON B. JOHNSON.

THE WHITE HOUSE,  
*September 24, 1965.*

BASIC BUILDING TRADES  
PREVAILING JOURNEYMAN WAGE RATES IN OREGON

OREGON BUREAU OF LABOR

REVISED NOVEMBER, 1973

PAGES

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## ORS 279.334 MAXIMUM HOURS OF LABOR ON PUBLIC CONTRACTS.

In all cases where labor is employed by the state, county, school district, municipality, municipal corporation, or subdivision, through a contractor, no person shall be required or permitted to labor more than eight hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, in which event, the person or persons so employed for excessive hours shall receive at least time and a half pay for all overtime in excess of eight hours a day, and for work performed on Saturday and on any legal holiday specified in ORS 187.010, except Veterans Day. However, when specifically agreed to under a written labor-management negotiated labor agreement, a laborer may be paid at least time and a half pay for work performed on Veterans Day or on any legal holiday specified in ORS 187.020. This section shall not apply to labor performed in the prevention or suppression of fire under contracts and agreements made pursuant to the authority of the State Forester or State Board of Forestry, under ORS 477.406.

(Amended by 1963 c.241 §1; 1967 c.167 §2)

## ORS 187.010 LEGAL HOLIDAYS; ACTS DEFERRED TO NEXT BUSINESS DAY.

(1) The following days are legal holidays in this state:

- (a) Each Sunday.
- (b) New Year's Day on January 1.
- (c) Memorial Day on May 28.
- (d) Independence Day on July 4.
- (e) Labor Day on the first Monday in September.
- (f) Veterans Day on October 22.
- (g) Thanksgiving Day on the fourth Thursday in November.
- (h) Christmas Day on December 25.

If any of such holidays, other than Sunday, at any time fall on Sunday, the succeeding Monday shall be a holiday in that year.

(2) Any act authorized, required or permitted to be performed on a holiday as designated in this section may be performed on the next succeeding business day; and no liability or loss of rights of any kind shall result from such delay.

(Amended by 1955 c.4 §1)

## ORS 187.020 ADDITIONAL LEGAL HOLIDAYS.

In addition to those specified in ORS 187.010, the following days are legal holidays in this state:

- (1) Lincoln's Birthday on February 5.
- (2) Washington's Birthday on February 19.
- (3) Every day appointed by the President of the United States or by the Governor as a holiday.

If any of such holidays at any time fall on Sunday, the succeeding Monday shall be a holiday in that year.

Bureau of Labor  
Public Contracts Wage Administrator  
1400 S.W. Fifth  
State Office Building  
Portland, Oregon

Prevailing Journeyman Wage Rates in Oregon  
for Basic Building Trades  
(as determined by the Labor Commissioner  
pursuant to ORS 279.348 to 279.356)

The following prevailing journeyman wage rates apply to the basic construction trades -- Carpenters, Piledrivers, Cement Masons, Ironworkers, Laborers, Operating Engineers, and Teamsters; applicable to all counties in the State of Oregon for the effective period indicated.

--BUILDING AND CONSTRUCTION TRADES

Effective 6-1-73 to 5-31-74

CARPENTERS

Group I

Carpenters (journeymen), including but not limited to Acoustical & Drywall applicators  
Automatic Nailing Machine Operators (all types)  
Form Strippers (in accordance with Int. Agree.)  
Manhold Builders (Concrete Form Construction)  
Riggers, Burners and Welders  
Saw Filers, Instrument Men and Fiberglass Specialists  
Placing Precast Shapes  
Working with Plastic Materials

\$7.29

Group II

Caulkers (Boat construction)  
Floor Layers, Finishers

\$7.44

(The laying of all hardwood flooring, nailed and mastic set, parquet and wood-type tiles, and block floors, the sanding and finishing of floors, the preparation of old and new floors where the materials mentioned above are to be installed.)

Insulators (Fiberglass and similar irritating materials)  
Working on Charred Material (Building construction only)  
Working on Swinging, Hanging Nonrigid Scaffolding, Bos'n Chairs, or suspended from a rope or cable or from a safety belt.

(Men working on scaffolding attached to form panels or forms which are hanging or swinging are entitled to premium pay so long as the forms are hanging; after such panels are firmly attached to make them rigid, premium pay is no longer applicable)

Stationary Power Saw Operators when assigned full time

Foreman PREMIUM 60¢ per hour over Journeyman rate.



1st 6-mo. period	65% of Journeyman rate	5th 6-mo. period	85% of Journeyman rate
2nd "	" 70% of "	6th "	" 90% of Journeyman rate
3rd "	" 75% of "	7th "	" 95% of Journeyman rate
4th "	" 80% of "	8th "	" 95% of Journeyman rate

1st -- 6 mo. period	65% of Journeyman Rate
2nd -- 6 mo. period	70% of Journeyman Rate
3rd -- 6 mo. period	75% of Journeyman Rate
4th -- 6 mo. period	80% of Journeyman Rate
5th -- 6 mo. period	85% of Journeyman Rate
6th -- 6 mo. period	90% of Journeyman Rate
7th -- 6 mo. period	95% of Journeyman Rate
8th -- 6 mo. period	95% of Journeyman Rate

TRAINEE RATES -- (For Piledriver, Drywall and Acoustical Trainees.)

1st -- 3 mo. period	70% of Journeyman Rate
2nd -- 3 mo. period	73% of Journeyman Rate
3rd -- 3 mo. period	75% of Journeyman Rate
4th -- 3 mo. period	80% of Journeyman Rate
5th -- 3 mo. period	83% of Journeyman Rate
6th -- 3 mo. period	85% of Journeyman Rate
7th -- 3 mo. period	90% of Journeyman Rate
8th -- 3 mo. period	95% of Journeyman Rate

FOREMAN PREMIUM -- 50¢ per hour over Journeyman rate.

Overtime - All work performed before and/or after any scheduled shift hours, and all work performed on Saturdays, Sundays and holidays shall be paid at double the straight time hourly rate.

#### CARPENTERS FRINGE BENEFITS

H & W	Pension	Vacation	Apprentice Fund	Industry Fund	Dental
\$ .40	.40	.35	.03		.15

#### MILLWRIGHTS

Millwrights and machine Erectors

(Journeyman Riggers, Burners, Plastic Welders, Welders and Instrument Men--\$7.54 per hour -- Foreman Premium - 60¢ per hour over Journeyman rate.)

#### PILEDRIVER AND MILLWRIGHTS' FRINGE BENEFITS

H & W	Pension	Vacation	Apprentice	Industry	Dental
.40	.40	.35	.03		.15

#### PILEDRIVERS

Piledrivermen, Bridge, Dock & Wharf Builders - \$7.39 per hour

Boom Men - \$7.49 per hour

Foremen - Premium 60¢ per hour over Journeyman Rate

Overtime - All work performed before and/or after any scheduled shift hours, and all work performed on Saturdays, Sundays and holidays shall be paid at double the straight time hourly rate.

25¢ premium allowance working with creosote material.

CARPENTERS-MILLWRIGHTS-PILEDRIVERS

Effective 6/1/73 to 5/31/74

CEMENT MASONS

Effective Date 8-1-73 to 2-1-74

GROUP I\$7.14

Journeyman Cement Mason, Hand chipping and patching,  
routing and end-pointing of all concrete  
Screed setter, including screed pins  
Plugging, filling shee bolt holes  
Dry packing concrete including embco  
Curb forms and planksetter including setting of  
lines, stakes and grades

GROUP II\$7.29

Journeyman Cement Mason (Magnesite, terrazo and  
mastic composition, epoxy and dex-o-tex)  
Floating and troweling machine operator  
Curb and gutter machine operator (cement only)  
Clary and similar type of screed operator  
Grinding machine operator  
Jackson vibrator and similar type screed operator  
Cutting, scoring and sawing new concrete  
Sandblasting  
Power chipping and bush hammer  
Journeyman on suspended, swinging and/or hanging  
scaffold

Note: When a single journeyman is employed the contractor  
may apply the foreman's rate.

Overtime - Double time for overtime shall be paid for all  
overtime after ten (10) hours per day Monday through Friday and  
double time for all Saturday work. Time and one-half if notified  
seven days in advance for Saturday work; double time for Sundays  
and holidays.

Foreman - 50¢ above journeyman's rate.

CEMENT MASONS' FRINGE BENEFITS

H & W	Pension	Apprenticeship and Training	Industry Fund	Vacation
\$ .35	.35	.03	.03	.20

IRON WORKERS

Effective 7-21-73 to 7-20-74

Structural Ironworkers  
Ornamental Ironworkers  
Machinery Mover, Machinery Erector  
Riggers  
Signal Men  
Welders and Burners  
Fence Erectors  
Sheeters  
Reinforcing Ironworkers

\$7.70

Foreman - 3 men or less - not less than 30¢/hr. over Journeyman rate  
4 men or more - not less than 55¢/hr. over Journeyman rate

Overtime - Double time

Apprentice - 1st year 80% of Journeyman Ironworker rate  
2nd year 90% of Journeyman Ironworker rate  
3rd year 95% of Journeyman Ironworker rate

IRONWORKERS' FRINGE BENEFITS

<u>H &amp; W</u>	<u>Pension</u>	<u>Apprenticeship</u>	<u>Vacation</u>
$\frac{8}{8}$ .48	.80	.05	.25

LABORERS - Heavy, Highway, Utility and Building Construction Work

Group I

Effective 10-13-73 to 5-31-74

Includes General Laborers and the following:

6.10

Asphalt Plant Laborers

Asphalt Spreaders

Batch Weighmen

Broomers

Brush Burners and Cutters

Car and 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, and Moving Laborers

Driller Helpers

Dumpers, road oiling crew

Dumpmen (for grading crew)

Elevator Feeders

Fence Builder (Including, Guard Rail, Median Rail, Reference Post,  
Guide Post, Right-of-Way Marker)

Fine Graders

Flagmen, Traffic

Form Strippers (not swinging stages)

Landscaping or Planting Laborers

Leverman on Aggregate Spreader (Flaharty and similar types)

Loading Spotters

Material Yard Man (including electrical)

Powderman Helper

Pittsburgh Chipper Operator or similar types

Railroad Track Laborers

Ribbon Setters (including steel forms)

Riprap Man (hand placed)

Road Pump Tender

Sewer Labor

Signalman

Skipmen

Slopers

Spraymen

Stake Chaser-Stake Setter-Grade Checker

Stockpiler

Timber Faller and Bucker (hand labor)

Toolroom Man (at job site)

Tunnel Bull Gang (above ground)

Weigh Man-Crusher Aggregate (when used)

**LABORERS - Heavy, Highway, Utility and Building Construction Work -cont.**

**Group II**

Effective 10-13-73 to 5-31-74

Includes the following:

Applicator (Including Pot Tender for same), applying protective material by hand or nozzle on utility lines or storage tanks on project

\$6.25

Burners

Choker Spacer

Clay Power Spreader and similar types

Clean Up Nozzlemen-Greencutter (concrete rock, etc.)

Concrete Power Buggyman

Demolition and Wrecking Charred Materials

Guniting Nozzlemen Tender

Guniting or Sand Blasting Pot Tender

Handlers or Mixers of an irritating nature (including cement and lime)

Power Tool Operators, includes but not limited to:

Jackhammer

Chipping

Paving Breakers

Vibrators (less than 4" in diameter)

Post Hole Digger, Air, Gas or Electric

Vibrating Screed

Tampers

Ribbon Setter, head

Riprap Man (head, hand placed)

Sand Blasting (wet)

Sewer Timberman

Timber Buckers and Fallers, Brush Cutters (power saw)

Tunnel-Muckers, Brakemen, Concrete Crew, Bull Gang (underground)

Manhole Builder

Group III

Includes the following:

Asphalt Rakers

Bit Grinder

Drill Doctor

Drill Operators, Air Tracks, Cat Drills, Wagon Drills,

Rubber-Mounted Drills, and other similar types

Concrete Saw Operator

Guniting Nozzlemen

High Scalers, Strippers and Drillers (cover work in swinging stages, chairs or belts under extreme conditions unusual to normal drilling, blasting, barring-down, or sloping and stripping)

Powdermen

Power Saw Operators (bucking and falling merchantable logs)

Pumpcrete Nozzlemen

Sand Blasting (dry)

Sewer Pipe Layers

Track Liners, Anchor Machines, Ballast Regulators,

Multiple Tampers, Powers Jacks

Tugger Operator

Tunnel--Chuck Tenders, Nippers, and Timbermen

Vibrators (4" and larger)

Water Blaster

Welder

\$6.40

**LABORERS**

LABORERS - Heavy, Highway, Utility and Building Construction Work - cont.

Group IV

Effective 10-13-73 to 5-31-74

\$6.55

Tunnel Miners  
Tunnel Powderman

LABORERS FRINGE BENEFITS

<u>H &amp; W</u>	<u>Pension</u>	<u>Vacation</u>	<u>Training</u>	<u>Industry Advancement Fund</u>
\$ .45	.50	.25	.07	

Foreman 50¢ Per Hour

LABORERS



# HOISTING AND PORTABLE ENGINEERS' WAGE RATES

<u>Group #</u>	<u>Effective 1-26-73 to 5-31-74</u>
1	\$6.55
2	6.69
3	6.79
4	6.95
5	6.97
6	7.05
7	7.11
8	7.21
9	7.27
10	7.33
11	7.35
12	7.41
13	7.49
14	7.65
15	7.81
16	7.99
17	8.13
18	8.31
19	8.45

## HOISTING AND PORTABLE ENGINEERS' FRINGE BENEFITS

<u>H &amp; W</u>	<u>Pension</u>	<u>Vacation</u>	<u>Training</u>	<u>Industry Fund</u>
\$ .55	.85	.35	.05	.03

## HOISTING AND PORTABLE ENGINEERS' GROUP CLASSIFICATION

<u>Group</u>	<u>Asphalt</u>
6	Asphalt Plant Operator, (Assistant to Engineer required)
1	Plant Oiler
3	Plant Fireman
3	Pugmill Operator
8	Diesel - Electric engineer, Plant
3	Truck-mounted Asphalt Spreader, with screed
4	Screed Operator
5	Curb Machine Operator, mechanical berm, curb and/or curb and gutter
6	Asphalt Paver Operator, (Screed man required)
7	Roller Operator, asphalt
<u>Blade</u>	
2	Blade Operator, pulled type
12	Blade Operator
13	Blade Operator, finish (Working with either red or blue tops)
13	Blade Operator, electronically controlled by wire or laser beams
13	Blade Operator, multiengine
16	Auto Grader (i.e. CMI) or "Trimmer" Operator (grade checker required)

Group      Bulldozers

9	Bulldozer Operator
9	Drill Cat Operator
9	Side-Boom Cat Operator
10	Bulldozer Operator, twin engine. (TC 12 and similar type)
16	Tandem Bulldozer Operator, Quad-nine and similar type
10	Cable - Plow Operator

Compactors, Self-Propelled

4	Compactor Operator, including vibratory
5	Wagner pactor Operator or similar type (without blade)
9	Compactor Operator, with blade
10	Compactor Operator, multiengine

Compressors

3	Compressor Operator, any power, under 1,000 cu.ft. total capacity
4	Compressor Operator, over 1,000 cu.ft. total capacity

Concrete

1	Plant Oiler
3	Mixer Box Operator, concrete plant
4	Concrete Mixer Operator, single drum, under five (5) bag capacity
5	Batch Plant Material Control Operator
7	Concrete Mixer Operator, single drum, five (5) bag capacity and over
8	Batch Plant and/or Wet Mix Operator, one and two drum
9	Concrete Cooling Machine Operator
12	Batch Plant and/or Wet Mix Operator, three (3) units or more
11	Mixer Mobile Operator
1	Assistant Conveyor Operator
3	Concrete Conveyor Operator
7	Beltcrete Operator
7	Pumpcrete Operator
7	Cement Pump Operator, Fuller-Kenyon and similar
4	Combination Mixer and Compressor Operator, gunite work
7	Grouting Machine Operator
7	Concrete Pump Operator
3	Cement Hog Operator
3	Concrete Saw Operator, self-propelled unit
3	Wire Mat Machine Operator, or Brooming Machine Operator
3	Concrete Curing Machine Operator, self-propelled

# EXISTING AND PROBABLE ENGINEERS' GROUP CLASSIFICATION - cont.

## Group      Concrete - cont.

4	Screed Operator
6	Maginnis Internal Full Slab Vibrator Operator
6	Concrete Finishing Machine Operator, Clary, Johnson, Bidwell, Burgess bridge deck or similar type
6	Curb Machine Operator, mechanical berm, curb and/or curb and gutter
6	Concrete Joint Machine Operator
6	Concrete Planer Operator
6	Cast-in-place Pipe Laying Machine Operator
7	Tower Mobile Operator
6	Concrete Paving Machine (Assistant to Engineer required)
6	Concrete Finishing Machine Operator
6	Concrete Spreader Operator
13	Concrete Paving and Road Mixer Operator
16	Automatic Concrete Slip Form Paver Operator (Assistant to Engineer required)
5	Power Jumbo Operator setting slip forms, etc., in tunnels
5	Slip Form Pumps, power driven hydraulic lifting device for concrete forms
16	Concrete Canal Liner Operator (Assistant to Engineer required)

## Crane

1	Oiler
2	Truck Crane Oiler-driver, 25 ton capacity or over
2	Fireman, all equipment
2	A-Frame Truck Operator, single drum
7	A-Frame Truck Operator, double drum
2	Tugger or Coffin Type Hoist Operator, any power
7	Boom Truck Operator
5	Hoist Operator, single drum
12	Hoist Operator, two drum
12	Hoist Operator, three (3) or more drums
4	Helicopter Hoist Operator
5	Elevator Operator
13	Bridge Crane Operator, locomotive, gantry, overhead
9	Chicago Boom and similar types
9	Lift Slab Machine Operator
9	Boom Type Lifting Device, five (5) ton capacity or less
9	Cherry Picker or similar type crane-hoist, five (5) ton capacity or less
13	Derrick Operator, under one-hundred (100) ton. (Two (2) operators required when swing control is remote from hoist)
13	Hoist Operator, stiff leg, Guy Derrick or similar type, fifty (50) ton and over

EXISTING AND PORTABLE ENGINEERS' GROUP CLASSIFICATION - cont.

Group      Crane - cont.

- 13      Cableway Operator, up to twenty-five (25) ton
- 16      Cableway Operator, twenty-five (25) ton and over
- 11      Crane Operator, twenty-five (25) ton and under (Assistant to Engineer required) (except for rough terrain)
- 13      Crane Operator, over twenty-five (25) ton and including forty (40) ton. (Assistant to Engineer required)
- 16      Crane Operator, over forty (40) ton and including one-hundred (100) ton (Assistant to Engineer required)
- 17      Crane Operator, over one-hundred (100) ton and including two-hundred (200) ton (Assistant to Engineer required)
- 18      Crane Operator, over two-hundred (200) ton (Assistant to Engineer required)
- 13      Tower Crane Operator
- 16      Whirley Operator, eighty (80) ton and under (Assistant to Engineer required)
- 17      Whirley Operator, over eighty (80) ton and including one-hundred fifty (150) ton (Assistant to Engineer required)
- 18      Whirley Operator, one-hundred fifty (150) ton and over (Assistant to Engineer required)
- 19      Helicopter Operators, when used in erecting work

Crusher

- 1      Crusher Oiler
- 1      Crusher Feeder
- 8      Generator Operator
- 8      Diesel - Electric Engineer
- 9      Grizzly Operator
- 9      Crusher Plant Operator (Assistant to Engineer and Feeder required)

Drilling

- 2      Drill Helper
- 2      Auger Oiler
- 7      Churn Drill and Earth Boring Machine Operator
- 9      Drill Doctor
- 9      Boring Machine Operator (Assistant to Engineer)
- 10      Driller - Percussion, Diamond, Core, Cable, Rotary and similar types

Floating Equipment

- 1      Deckhand
- 4      Fireman
- 2      Boatman
- 8      Diesel - Electrical Engineer
- 13      Piledriver Operator (not crane type) (Deckhand required)
- 5      Diesel, Gas, Engineer

LISTING AND PORTABLE ENGINEERS' GROUP CLASSIFICATION - cont.

Group      Floating Equipment - cont.

- |    |   |
|----|---|
| 13 | Floating Clamshell, etc., Operator, under three (3) cu. yd.<br>(Fireman or Diesel - Electric Engineer required)                           |
| 16 | Floating Clamshell, etc. Operator, three (3) cu. yd. and<br>over (Fireman or Diesel - Electric Engineer required)                         |
| 10 | Jack Operator, elevating barges,<br>Barge Operator, self-unloading (Assistant to Engineer<br>required)                                    |
| 13 | Floating Crane (Derrick Barge) Operator, less than<br>thirty (30) ton (Assistant to Engineer required)                                    |
| 16 | Floating Crane (Derrick Barge) Operator, thirty (30) ton<br>but less than eighty (80) ton (Assistant to Engineer required)                |
| 17 | Floating Crane (Derrick Barge) Operator, eighty (80) ton<br>but less than one-hundred fifty (150) ton (Assistant<br>to Engineer required) |
| 18 | Floating Crane, one-hundred fifty (150) ton but less<br>than two-hundred fifty (250) ton (Assistant to Engineer<br>and Deckhand required) |
| 19 | Floating Crane, two-hundred fifty (250) ton and over<br>(Assistant to Engineer and Deckhand required)                                     |

Forklift

- |    |  |
|----|--|
| 1  | Self-propelled Scaffolding Operator, construction job site         |
| 2  | Fork Lift or Lumber Stacker Operator, construction job site        |
| 3  | Ross Carrier Operator, construction job site                       |
| 4  | Fork Lift Operator, over five (5) ton                              |
| 15 | Rock Hound Operator  |
| 4  | Lull Hi-Lift Operator or similar type (twenty (20) ft. or<br>over) |

Generators

- |   |   |
|---|---|
| 8 | Diesel - Electric Engineer (Generator Operator) |
|---|---|

Heating Plant

- |   |                                    |
|---|------------------------------------|
| 2 | Temporary Heating Plant Operator   |
| 9 | Surface Heater and Planer Operator |

Hydraulic Hoes

- |   |   |
|---|---|
| 7 | Hydraulic Backhoe Operator, wheel type $3/8$ cu. yd. and<br>under with or without front end attachments 2-1/2<br>cu. yd. and under (Ford, John Deere, Case, type) |
| 9 | Hydraulic Backhoe Operator, Truck type $3/8$ cu. yd.<br>NOTE: Over $3/8$ cu. yd. takes Shovel classification rate   |

HOISTING AND PORTABLE ENGINEERS' GROUP CLASSIFICATION - contd.

<u>Group</u>	<u>Loaders</u>
3	Bucket Elevator Loader Operator, Barber Greene and similar types
6	Loaders, rubber-tired type, 2-1/2 cu.yd. and under
7	Elevating Grader Operator, tractor towed requiring operator or grader
8	Belt Loaders, Kolman and Ko Cal types
9	Loader Operator, front end and overhead, 2-1/2 cu.yd. and under 4 cu.yd.
13	Elevating Grader Operator, operated by tractor operator, Sierra, Euclid or similar types
15	Loader Operator, 4 cu.yd. but less than 6 cu.yd.
16	Loader Operator, 6 cu.yd. but less than 8 cu.yd.
16	Loader Operator, 8 cu.yd. but less than 12 cu.yd.
17	Loader Operator, 12 cu.yd. and over
12	Elevating Loader Operator, Athey and similar types

Oilers

1	Oiler
2	Truck Crane Oiler - Driver, 25 ton or over
2	Auger Oiler
1	Guard Rail Punch Oiler
4	Service Oiler (Greaser)
2	Grade Oiler, required to check grade
2	Grade Checker

Piledrivers

	NOTE: Crane rates apply when driving or pulling piling.
12	Piledriver Operator (not crane type) (Assistant to Engineer required)

Pipeline - Sewer Water

2	Tar Pot Fireman
2	Tar Pot Fireman (power agitated)
3	Hydraulic Pipe Press Operator
4	Hydra Hammer or similar types
4	Pavement Breaker Operator
9	Pipe Cleaning Machine Operator
9	Pipe Doping Machine Operator
9	Pipe Bending Machine Operator
9	Pipe Wrapping Machine Operator
13	Back Filling Machine Operator (Assistant to Engineer required)
9	Boring Machine Operator (Assistant to Engineer)



# HOISTING AND PORTABLE ENGINEERS' GROUP CLASSIFICATION - cont.

## Group      Pumps

- 1      Pump Operator, under 4"
- 3      Pump Operator, any power, 4" and over
- 3      Hydrostatic Pump Operator
- 4      Pump Operator, more than 3 any size
- 7      Pot Rammer Operator

## Railroad Equipment

- 1      Brakeman
- 1      Oiler
- 3      Motorman
- 4      Locomotive Operator, under 40 tons (Assistant to Engineer required)
- 3      Ballast Jack Tamper Operator
- 7      Ballast Regulator Operator
- 7      Ballast Tamper Multipurpose Operator
- 7      Track Liner Operator
- 7      Tie Spacer Operator
- 7      Shuttle Car Operator
- 7      Locomotive Operator, 40 tons and over (Assistant to Engineer required)
- 1      Switchman

## Remote Control

- 19      Remote Controlled Earth Moving Equipment (no one operator shall operate more than two pieces of earth-moving equipment at one time)

## Repairmen, H. D.

- 2      H. D. Repairman Helper
- 2      Welders Helper
- 1      Parts Man (Tool Room)
- 8      Diesel - Electric Engineer (Plant or Floating)
- 9      Bolt Threading Machine Operator
- 9      Drill Doctor (Bit Grinder)
- 9      H. D. Mechanic
- 9      H. D. Welder
- 10      Combination H. D. Mechanic-Welder, when dispatched and/or when required to do both
- 10      Welder - Certified, when dispatched and/or required
- 9      Machine Tool Operator

## Rubber-Tired Scrapers

- 12      Rubber-Tired Scraper Operator, single engine, single scraper

HOISTING AND PORTABLE ENGINEERS' GROUP CLASSIFICATION - contd.

Group Rubber-Tired Scrapers - cont.

- 12 Self-Loading, paddle wheel ladder type
- 12 Rubber-Tired Scraper Operator, twin engine
- 12 Rubber-Tired Scraper Operator, with push-pull attachments
- 14 Rubber-Tired Scraper Operator, with tandem scrapers
- 16 Rubber-Tired Scraper Operator, with tandem scrapers, multiengine

Shovel, Dragline, Clamshell, Backhoe, Skooper, etc., Operator

- 1 Oiler
- 1 Guard Rail Punch Oiler
- 2 Grade Oiler, (required to check grade)
- 2 Grade Checker
- 2 Fireman
- 8 Diesel-Electric Engineer
- 9 Stationary Drag Scraper Operator
- 11 Shovel, Dragline, Clamshell, Hoe, etc., Operator, under 1 cu.yd. (Assistant to Engineer required)
- 11 Gradeall Operator, under 1 cu.yd. (Assistant to Engineer required)
- 16 Shovel, etc., 3 cu.yd. but less than 5 cu.yd. (Assistant to Engineer required)
- 13 Gradeall, 1 cu.yd. and over (Assistant to Engineer required)
- 17 Shovel, etc., 5 cu.yd. and over (Assistant to Engineer required)
- 13 Shovel, etc., 1 cu.yd. but less than 3 cu.yd. (Assistant to Engineer required)

Signalman

- 3 Bell Boy, Phones, etc., Operator
- 2 Helicopter Radioman (ground)

Surfacing (Base) Material

- 2 Roller Operator, rock
- 4 Roller Operator, oiling, CTB
- 3 Tamping Machine Operator, mechanical self-propelled
- 3 Hydrographic seeder Machine Operator, straw, pulp or seed
- 6 Rock Spreader, self-propelled
- 12 Blade Mounted Spreaders, Ulrich and similar types
- 5 Chip Spreading Machine Operator
- 5 Lime Spreading Operator, construction job site

Sweepers

- 3 Broom Operator, self-propelled, construction job site
- 5 Sweeper Operator (Wayne type) self-propelled, construction job site

HOISTING AND PORTABLE ENGINEERS' GROUP CLASSIFICATION - cont.

Group      Tractor - Rubber Tired

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

Trenching Machines

- 1      Oiler
- 2      Grade Oiler (required to check grade)
- 5      Trenching Machine Operator maximum digging capacity 3 ft. depth (any assistance in the operation shall be performed by an Assistant to Engineer)
- 9      Trenching Machine Operator, maximum digging capacity over 3 ft. depth (Grade Oiler required)
- 13     Back Filling Machine Operator (Assistant to Engineer)
- 16     Wheel Excavator, under 750 cu. yds. per hour (Grade Oiler required)
- 17     Canal Trimmer (Grade Oiler required)
- 18     Wheel Excavator, over 750 cu. yds. per hour (Two Operators and at least one Grade Oiler required)
- 18     Bank Wagons (in conjunction with wheel excavator)

Tunnel

- 11     Mucking Machine Operator
- 12     Shield Operator
- 3      Air Filtration Equipment Operator

Welding Machines

- 3      Welding Machine Operator

Underwater Equipment

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

TEAMSTERS - Building and Highway and Heavy Construction Work

Effective 10-13-73 to 5-31-74

A-Frame or Hydra-Lift Truck w/load bearing surface	\$6.63
Battery Rebuilder	6.58
Bus or Man-Haul Driver	6.58
Concrete Buggies (power operated)	6.58
Drivers and Helpers handling sacked cement-add 15¢ per hour	
Dump Trucks, Side, End and Bottom Dumps, including Semi-Trucks and trains or combinations thereof:	
6 cu. yds. and under	6.58
Over 6 cu. yds. and inc. 10 cu. yds.	6.68
Over 10 cu. yds. and inc. 20 cu. yds.	6.88
Over 20 cu. yds. and inc. 30 cu. yds.	6.98
Over 30 cu. yds. and inc. 40 cu. yds.	7.08
Over 40 cu. yds. and inc. 50 cu. yds.	7.18
Over 50 cu. yds. and inc. 60 cu. yds.	7.35
Over 60 cu. yds. and inc. 70 cu. yds.	7.45
Over 70 cu. yds. and inc. 80 cu. yds.	7.55
Over 80 cu. yds. and inc. 90 cu. yds.	7.65
Over 90 cu. yds. and inc. 100 cu. yds.	7.75
Dumpsters or Similar Equipment--All Sizes	6.78
Flaherty Spreader Driver or Leverman	6.73
Lift Jitneys, Fork Lifts--all sizes-used in loading, unloading and transporting material on job site	6.58
Loader and/or Leverman on Concrete Dry Batch Plant, manually operated	6.58
Low Bed Equipment, Flat Bed Semi-Trailer, Truck and Trailer, or doubles transporting equipment or wet or dry materials	6.73
Lubrication Man, Fuel Truck Driver, Tireman, Wash Rack Steam Cleaner or Combination	6.63
Lumber Carrier Driver-Straddle Carrier--used in loading, unloading and transporting of materials on job site	6.73
Oil Distributor Driver or Leverman	6.73
Pilot Car	6.58
Slurry Truck Driver or Leverman	6.68
Solo Flat Bed and Miscellaneous Body Trucks 0-10 tons	6.58
Transit Mix and Wet or Dry Mix Trucks:	
5 cu. yds. and under	6.68
Over 5 cu. yds. and inc. 7 cu. yds.	6.78
Over 7 cu. yds. and inc. 9 cu. yds.	6.88
Over 9 cu. yds. and inc. 11 cu. yds.	6.98
Over 11 cu. yds. and inc. 13 cu. yds.	7.08
Over 13 cu. yds. and inc. 15 cu. yds.	7.18
Team Drivers	6.63
Tireman, Full-time basis	6.68

TEAMSTERS - Building and Highway and Heavy Construction Work - cont.

Effective 10-13-73 to 5-31-74

Truck Helper	\$6.58
Truck Mechanic-Welder-Body Repairman	6.88
Truck Mechanic Helper	6.58
Warehousemen (warehouse parts, tool men and parts chaser, Checkers and Receivers)	6.58
Water Wagons (Rated Capacity)	
Up to 1600 gallons	6.58
1600 to 3000 gallons	6.68
3000 to 5000 gallons	6.73
5000 to 7000 gallons	6.88
7000 to 10,000 gallons	6.98
10,000 to 15,000 gallons	7.08
Winch Truck-Takes classification of truck on which winch is mounted	
Foremen and/or truck dispatchers-- 25¢ per hour above the highest paid Teamster classification under his supervision	

TEAMSTERS FRINGE BENEFITS

<u>H &amp; W</u>	<u>Pension</u>	<u>Vacation</u>	<u>Industry Fund</u>
\$.40	.60	.30	.02

ORS 279.316 CONDITION CONCERNING HOURS OF LABOR.

Every public contract shall also contain a condition that no person shall be employed for more than eight hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases the laborer shall be paid at least time and a half pay for all overtime in excess of eight hours a day and for work performed on Saturday and on any legal holiday specified in ORS 187.010, except Veterans Day. However, when specifically agreed to under a written labor-management negotiated labor agreement, a laborer may be paid at least time and a half pay for work performed on Veterans Day or on any legal holiday specified in ORS 187.020.  
(Amended by 1967 c.167 §1)





MODIFICATIONS P. 21

DECISION 290-1072 - Mod. #1  
(38 FR 45512 - September 27, 1973)  
Statewide, Oregon

Changes:

Carpenters:  
Automatic and drywall applicators;  
Automatic nailing machine;  
Carpenters; Form strippers; Nail-  
hole builders  
Piledrivers, Bridge, Dock and  
Wharf Builders  
Floor layers and finishers;  
Stationary power saw operators  
Boatmen  
Millwrights and machine erectors  
Drywall tapers  
Plumbers; Steamfitters;  
Lakers; Utility (except M.W.  
portion); Multicounty  
Crews (except S.W. corner);  
Marine; Utility; Multicounty  
Union Counties  
Sheet Metal Workers;  
Baker, Multicounty, Union, and  
Multicounty

Basic Hourly Rates	Fringe Benefits Payments				
	H & W	Pensions	Vacation	Exp. Tr.	Other
\$7.29	.55	.40	.35	.03	
7.39	.55	.40	.35	.03	
7.44	.55	.40	.35	.03	
7.49	.55	.40	.35	.03	
7.54	.55	.40	.35	.03	
7.74	.40	.40	.35	.03	
7.39	.37	.40		.05	
7.96	.33	.85	.49	.08	
7.65	.32	.50	.50		
7.29	.55	.40	.35	.03	
7.24	.40	.40	.36	.03	

DECISION 290-1059 - Mod. #1  
(38 FR 31162 - November 9, 1973)  
Linn and Multicounty Counties,  
Oregon

Changes:

Carpenters  
Drywall Tapers

NOTICES

32313

**SUPPLEMENTAL DECISION**

STATE: Oregon  
 DECISION NUMBER: AQ-1053  
 Supersedes Decision No. AQ-1051 dated August 7, 1972, in 38 FR 24539  
 DESCRIPTION OF WORK: Residential construction consisting of single family homes and garden type apartments up to and including 4 stories.

COUNTIES: Linn and Multnomah  
 DATE: Date of Publication

	Basic Hourly Rates	Finance Benefits Payments				
		H & V	Pensions	Vacation	App. Tr.	Others
BRICKLAYERS (Linn County)	\$7.00	.45	.45		.02	
BRICKLAYERS (Multnomah County)	7.90	.35	.35		.02	
CARPENTERS	6.78	.55	.40	.35	.03	
ELECTRICIANS (Multnomah County)	8.05	.25	12.40		.02	
ELECTRICIANS (Linn County)	8.50	.25	12		.04	
LABORERS:						
Laborers	5.60	.45	.50	.25	.02	
Mortar mixers	5.75	.45	.50	.25	.02	
TIME SERVERS (Multnomah County)	7.24	.35	.35			
PAINTERS:						
Brush	7.05	.30	.20		.03	
FRYWALL TAPERS	6.93	.40	.40	.35	.03	
PLUMBERS (Multnomah County)	7.68	.65	.75		.07	
PLUMBERS (Linn County)	6.95	.51	.63	1.00	.03	
ROOFERS (Multnomah County)	7.30	.45	.55			
ROOFERS (Linn County)	6.00	.22	.15			
SHEET METAL WORKERS	6.24	.33	.24	.28	.02	
SOFT FLOOR LAYERS	7.15	.40	.45	.3	.05	
POWER EQUIPMENT OPERATORS:						
Asphalt roller	6.94	.45	.60	.25		
Blade, finish	7.34	.45	.60	.25		
Loader, 4 cu. yds. but less than 6 cu. yds.	7.66	.45	.60	.25		

**FOOTNOTES:**

a. 4% of all gross wages to be placed to the credit of employees with less than one (1) year of service. 6% to employees with more than one (1) year of service.

ALTERNATE BIDS  
DIVISION J

J-1. GENERAL

EACH BIDDER SHALL SUBMIT WITH HIS BID, IN SPACES PROVIDED THEREFORE IN THE BID FORM, ALTERNATE PROPOSALS STATING DEDUCTIONS OR ADDITIONS TO THE BASIC BID FOR THE FOLLOWING MATERIALS OR CONSTRUCTION.

ALTERNATES SHALL BE VALID FOR SIXTY (60) DAYS FROM THE DATE OF SIGNED CONTRACT. THE OWNER SHALL HAVE THE RIGHT TO EXERCISE ANY OF THE ALTERNATES DURING THAT PERIOD.

ALTERNATE NO. 1

LANDSCAPE: PROVIDE LANDSCAPE PLANTING INDICATED.

ALTERNATE NO. 2

PROVIDE FOLDING POCKET TABLES AT MULTIPURPOSE ROOM.

ALTERNATE NO. 3

PROVIDE REPAINTING, REMODELING SCHEDULED FOR EXISTING BUILDING.

ALTERNATE NO. 4

PARTITIONS: PROVIDE MOVABLE GYMNASIUM PARTITION SPECIFIED.

ALTERNATE NO. 5

SECURITY GATES: PROVIDE HOLLOW METAL DOORS WHERE SHOWN IN LIEU OF EXISTING ROLL-UP PARTITION.

ALTERNATE NO. 6

STREET AND CUL-DE-SAC: PROVIDE WORK INDICATED ON CITY PROPERTY SPECIFIED AND SHOWN.

ALTERNATE NO. 7

PROVIDE COOLING EQUIPMENT, CONDENSER, COMPRESSOR, PIPING AND COOLING COIL AND REFRIGERATION CONTROLS INDICATED.

ALTERNATE NO. 8

PROVIDE CARPETING SPECIFIED AND INDICATED IN EXISTING CORRIDOR FLOOR AND WALL AREAS.

INSPECTIONS AND TESTS  
DIVISION K  
PAGE 1

1. GENERAL

GENERAL INSPECTION: INSPECTION AND TESTS SPECIFIED HEREIN ARE IN ADDITION TO THOSE PERFORMED BY BUILDING OFFICIAL AS REQUIRED BY BUILDING CODE.

SPECIAL INSPECTOR: INDEPENDENT TESTING LAB AS SELECTED BY ARCHITECT.

DUTIES OF SPECIAL INSPECTOR: PROVIDE INSPECTION OF WORK LISTED BELOW, MAKE TESTS REQUIRED BY THESE SPECIFICATIONS IN ACCORDANCE WITH BUILDING CODE. SUBMIT WRITTEN REPORTS OF INSPECTION AND TESTS TO OWNER, ARCHITECT AND CONTRACTOR. CERTIFICATION OF COMPLIANCE BY LICENSED INSPECTOR.

NOTICES: NOTIFY SPECIAL INSPECTOR AND ARCHITECT AT LEAST 24 HOURS BEFORE WORK REQUIRING SPECIAL INSPECTION IS STARTED.

COSTS: FEES FOR TESTING AND INSPECTION WILL BE PAID BY THE GENERAL CONTRACTOR.

COOPERATION: CONTRACTOR SHALL COOPERATE AND FURNISH ALL NECESSARY MATERIAL FOR TESTING ON ITEMS HEREIN SPECIFIED.

2. DETAILED REQUIREMENTS

CONCRETE: PROVIDE NOT LESS THAN THREE TEST CYLINDERS FOR EACH STRENGTH EACH DAY OR 50 CUBIC YARDS, WHICHEVER IS LESS. BREAK ONE CYLINDER AT 7 DAYS OF AGE, THE REMAINDER AT 28 DAYS. SHIP CYLINDERS TO TESTING LAB IN MANNER APPROVED BY LAB. OBTAIN TRIAL MIX NOT LESS THAN 10 DAYS BEFORE PLACING. IF ANY ONE SET OF TWO CYLINDERS DOES NOT DEVELOP FULL STRENGTH AT 28 DAYS OF AGE, CORES MAY BE CALLED FOR. ALL CORING COSTS BY CONTRACTOR AND AS SPECIFIED DIVISION 3A AND SPECIAL ON-SITE INSPECTION REQUIRED BY CITY OF PORTLAND.

MORTAR: PROVIDE 4 TEST CYLINDERS FOR EACH BATCH OF GROUT PLACED IN ANY ONE DAY. BREAK TWO AT SEVEN DAYS AND REMAINDER AT 28 DAYS UNLESS OTHERWISE INSTRUCTED. FURNISH FOUR TEST CUBES TWO INCHES ON ALL SIDES FOR COMPRESSIVE TESTING AND ANALYSIS OF MORTAR.

MASONRY: PROVIDE TEST DATA AND CERTIFICATION OF MANUFACTURE. MEET CITY OF PORTLAND REQUIREMENTS.

PRECAST CONCRETE: PROVIDE TEST DATA AND CERTIFICATION OF MANUFACTURE. MEET CITY OF PORTLAND REQUIREMENTS.

2. DETAILED REQUIREMENTS (CONT)

COMPACTED FILL: PROVIDE PERIODIC ON-SITE INSPECTIONS DURING EXCAVATION AND COMPACTED FILL OPERATIONS, IN-PLACE DENSITY TESTS, ETC., AS SPECIFIED. THREE DENSITY TESTS PER LIFT.

GLU-LAM LUMBER: MATERIAL PRIOR TO AND DURING FABRICATION, PROVIDE CERTIFICATES OF INSPECTION.



SCHEDULE OF DRAWINGS  
SECTION L  
PAGE 1

ARCHITECTURAL  
LANDSCAPE  
MECHANICAL  
ELECTRICAL  
PUBLIC WORKS

1 - 7  
L1  
M1 - M3  
E1 - E3  
P1

2A-1. GENERAL

- A. WORK BY OTHERS: EXCAVATING AND BACKFILLING FOR MECHANICAL AND ELECTRICAL WORK.
- B. UTILITIES: PROTECT ANY ACTIVE PIPES ENCOUNTERED; NOTIFY PERSONS OWNING SAME. REMOVE INACTIVE OR ABANDONED UTILITIES FROM WITHIN BUILDING LINES, WHERE THEY INTERFERE WITH CONSTRUCTION.
- C. EXCESS OR SHORTAGE OF EARTH: PROVIDE AND PLACE ADDITIONAL MATERIAL HEREINAFTER SPECIFIED OR NEEDED FOR FILLS. REMOVE FROM SITE ANY EXCESS MATERIAL AND THAT MATERIAL UNSUITABLE FOR FILLING.
- D. BENCHMARK AND BUILDING LINES: A BENCHMARK SHALL BE ESTABLISHED ON SITE, LOCATED TO GRADE AND LINE, AND OTHER GENERAL REFERENCE POINTS FROM WHICH BUILDING LINES SHALL BE SET. MAINTAIN BENCHMARK DURING BUILDING CONSTRUCTION AS PERMANENT REFERENCE POINT.
- E. PROTECTION: PROTECT ALL STRUCTURES FROM DAMAGE DURING CONSTRUCTION; STOCKPILE EXISTING FENCES TO BE RELOCATED AS SHOWN.
- F. CLEARING: BRUSH, GRASS, TURF, PAVING - REMOVE FROM SITE.

2A-2. EXCAVATING

- A. EXCAVATION: EXCAVATE AS NECESSARY FOR WORK SHOWN ON DRAWINGS OR SPECIFIED. AREAS UNDER BUILDINGS AND PAVING OR PARKING WHERE FINISH GRADES ALLOW EXISTING PAVING MAY BE BROKEN UP, 4" TO 6" PIECES AND REMAIN AS FILL.
- B. 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 WITH COMPACTED FILL SPECIFIED; CONCRETE UNDER FOOTINGS.
- C. SHORING: BRACE AND SHORE SIDES OF EXCAVATIONS AS NECESSARY TO PREVENT CAVEINS.
- D. WATER AND FROST: KEEP EARTH UNDER FOOTINGS DRY AND FREE FROM FROST. SHOULD BEARING SURFACES BE SOFTENED BY WATER OR FROST, RE-EXCAVATE TO SOLID BEARING AND FILL WITH CONCRETE AT CONTRACTOR'S EXPENSE.
- E. STOCKPILE: STOCKPILE TOPSOIL AND EXCESS EXCAVATION FOR USE IN EARTH BERMS AND PLANTING AREAS INDICATED.

2A-3. FILLING

- A. GENERAL: REMOVE DEBRIS AND DECAYABLE MATTER FROM ALL AREAS BEFORE FILLING. USE APPROVED MATERIALS ONLY FOR FILLS.
- B. COMPACTION: GRANULAR MATERIAL FOR ADDITIONAL FILL MATERIAL REQUIRED TO BE SAND AND/OR SAND AND GRAVEL MAXIMUM SIZE 3 INCH WITH NOT MORE THAN 5 PERCENT PASSING NO. 200 SIEVE (WET); TO BE PLACED IN 12 INCH LIFTS (LOOSE) AND COMPACTED TO AT LEAST 95 PERCENT STANDARD PROCTOR MAXIMUM DENSITY USING A MEDIUM WEIGHT (48 IN. DIAMETER DRUM) SMOOTH, STEEL-WHEELED VIBRATORY ROLLER.
- C. COMPACTED FILL INSPECTIONS: REQUIRED IN-PLACE DENSITY TESTS MINIMUM 3 PER LIFT AND ON-SITE INSPECTIONS PER DIVISION K.
- D. FILLS UNDER SLABS: 4 INCH TOP LAYER OF WASHED GRAVEL GRADED FROM 1/4 TO 1-1/2 INCHES IN SIZE. ALL FILL IN EXCESS OF 4 INCHES TO BE COMPACTED FILL AS SPECIFIED ABOVE.
- E. FILLS AGAINST CONCRETE WALLS: FILL WITH WASHED GRAVEL, GRADED FROM 1/4 TO 1-1/2 INCHES IN SIZE AND MEDIUM SAND AND COMPACTED MATERIAL AS DETAILED.

2A-4. GRADING

- A. GRADE AS SHOWN TO REASONABLE TRUE AND EVEN SURFACES, SLOPE GROUND AWAY FROM BUILDING TO FACILITATE DRAINAGE. GRADE TO UNIFORM SLOPES BETWEEN GRADES INDICATED.
- B. FINISH GRADING: GRADE EVEN AND SMOOTH AS INDICATED. AT PLANT AREAS SHOWN, PLACE 12" MINIMUM TOPSOIL DEPTH. EXCESS MATERIAL, IF ANY, TO BE REMOVED FROM SITE.

2A-5. SITE DRAINAGE

- A. OPEN JOINT: PERFORATED FLEXIBLE PLASTIC, CONCRETE, ORANGEBURG, CLAY TILE OR APPROVED. 4" SIZE, LOCATE AS SHOWN IN MIN. 6" GRAVEL. GRADE UNIFORMLY TO DRAIN.
- B. CLOSED JOINT: SEE MECHANICAL.
- C. CATCH BASINS (CB): STANDARD 30" SQUARE BY 36" DEEP PER DETAIL 1/4" STEEL PLATE, ASPHALT COATED, WELDED STEEL GRATE OR APPROVED. CONFORM TO PORTLAND PLUMBING CODE SECTION 10-826.

2A-6. WORK ON CITY PROPERTY

CONFORM TO CITY OF PORTLAND REQUIREMENTS, OBTAIN AND PAY FOR NECESSARY PERMITS, INSPECTIONS, FEES. STREET AND SIDEWALKS SHOWN (ALTERNATE) TO BE PER CITY OF PORTLAND DEPARTMENT OF PUBLIC WORKS PLANS AND SPECIFICATIONS. COORDINATE WITH UTILITIES AND AGENCIES HAVING JURISDICTION.

ASPHALT PAVEMENT  
SECTION 2B  
PAGE 1

2B-1. GENERAL

- A. WORK IN OTHER SECTIONS: ROUGH GRADING OF AREA TO ELEVATIONS REQUIRED FOR PAVING AND BASE COURSE.
- B. WEED CONTROL: SPRAY COAT OF CLOREA SOIL STERILANT AT 2 LBS PER 100 SQUARE FEET. APPLY EVENLY TO ALL SURFACES AFTER GRADING JUST BEFORE FINISH COURSE IS LAID. APPLICATION TO BE MADE BY APPROVED APPLICATOR LICENSED UNDER OREGON HERBICIDE LAW.

2B-2. PAVING

- A. BASE COURSE: 6" THICK 1-1/2" MINUS CRUSHED ROCK OR SHALE, COMPACTED AND GRADED. SPREAD EVENLY, ROLL WITH ROLLER OF SUFFICIENT WEIGHT TO PRODUCE COMPACTION TO 95% DENSITY.
- B. PAVING: CONFORM TO OREGON STATE HIGHWAY COMMISSION CLASS "B" MIX COMPACTED 2" THICK. PAVING TO BE LAID WITHOUT DIPS AND WATER POCKETS TO SLOPES AND DRAINS INDICATED.

2B-3. APPLICATION

- A. TIME OF WORK: DELAY PAVING WORK AS LONG AS PRACTICABLE IN ORDER TO ALLOW TIME FOR MAXIMUM SETTLEMENT OF SUBGRADE.
- B. DEFECTIVE WORK: REMOVE AND REPLACE, WHEN DIRECTED BY ARCHITECT, DEFECTIVE PAVEMENT AND THAT WHICH DOES NOT DRAIN PROPERLY.
- C. EXTRUDED CONCRETE CURBS: MACHINE EXTRUDED CURBING LAID ON TOP OF ASPHALT PAVING, BONDED, WHERE SHOWN. STRAIGHT RUNS TRUE FROM HUMPS AND WAVES, BLEND CORNERS, ROUND ENDS OF RUNS.
- D. CONFORM TO CITY OF PORTLAND REQUIREMENTS. SEE ALTERNATE FOR CITY SIDEWALK, CURB AND GUTTER AND PAVING.
- E. OPTIONAL INSTALLATION: 2 LIFT SYSTEM USING BASE 2" LIFT IN LIEU OF 4 INCHES OF BASE COURSE TO ALLOW FINAL FINISH LIFT OF PAVING AT END OF PROJECT AND TO ALLOW BASE PAVEMENT THROUGH WINTER WEATHER MAY BE USED.

2G-1. GENERAL

- A. WORK IN OTHER SECTIONS: PROVIDING TOPSOIL AND PLACING THEREOF AND ROUGH FINISH GRADING.
- B. SCOPE OF WORK: PROVIDE MATERIALS, EQUIPMENT AND LABOR NECESSARY FOR FINAL FINISH GRADING; SOIL PREPARATION; SEEDING; PLANTING OF TREES, SHRUBS AND GROUND COVER; PROTECTION OF PLANT MATERIAL; AND RELATED ITEMS REQUIRED TO COMPLETE WORK SHOWN ON DRAWINGS AND SPECIFIED HEREIN.
- C. PLANTING TIME: PLANT TREES, SHRUBS AND GROUND COVER AS DETERMINED BY ACCEPTED PRACTICE.

2G-2. PLANT LIST

- A. QUANTITIES INDICATED FOR CONVENIENCE OF CONTRACTOR.
- B. CONTRACTOR PROVIDE QUANTITIES SUFFICIENT TO COMPLETE WORK SHOWN IN SIZES NO SMALLER THAN INDICATED.

2G-3. PLANT MATERIALS

- A. SIZE, GRADE AND SPECIES SCHEDULED; ALL TREES WELL BRANCHED.
- B. FREE OF DISEASE, INJURY, INSECTS AND SCALE.
- C. NOMENCLATURE CONFORMS TO "STANDARDIZED PLANT NAMES." NAMES NOT INCLUDED THEREIN CONFORM TO THOSE GENERALLY ACCEPTED IN NURSERY TRADE.
- D. QUALITY DEFINITIONS, GRADING TOLERANCE, CALIPER TO HEIGHT RELATIONSHIP NOT LESS THAN MINIMUM IN "AMERICAN STANDARD FOR NURSERY STOCK," PUBLISHED BY A.A.N.
- E. BALLED AND BURLAPPED (BB) STOCK WITH NATURAL BALL.
- F. FORM AND COMPACTNESS OF NATURAL GROWTH REASONABLE FOR GOOD PRACTICE.
- G. BARERoot (BR) STOCK DUG WITH SUFFICIENT ROOTS TO INSURE SURVIVAL AND HEALTHY GROWTH.
- H. POTTED AND CONTAINER STOCK WELL ROOTED, HEALTHY; MINIMUM OF SIX MONTHS AND MAXIMUM OF TWO YEARS IN CONTAINER, ROOT BOUND PLANTS NOT ACCEPTABLE.
- I. ALL PLANTS TRANSPLANTED OR ROOT PRUNED AT LEAST ONCE IN PAST TWO YEARS.



2G-3. PLANT MATERIALS (CONT)

- J. NO SUBSTITUTIONS EXCEPT ON WRITTEN APPROVAL.
- K. PRUNING TO BE DONE ONLY AS DIRECTED.
- L. ALL PLANTS ADEQUATELY PROTECTED DURING HAULING AND PRIOR TO PLANTING; COVER ROOTS OR ROOT BALL OF PLANTS NOT SET IMMEDIATELY WITH SOIL OR OTHER ACCEPTABLE MATERIAL.
- M. PROPERLY MARK PLANTS FOR IDENTIFICATION.
- N. ALL PLANTS SUBJECT TO INSPECTION AND APPROVAL OR REJECTION.

2G-4. OTHER MATERIALS

- A. TOPSOIL: FERTILE, FRIABLE, NATURAL TOPSOIL TYPICAL OF THE LOCALITY, FREE FROM SUBSOILS, STONES, LUMPS, PLANTS, ROOTS, STICKS AND OTHER EXTRANEIOUS MATTER.
- B. COMMERCIAL FERTILIZER: FOR SEEDER AREAS - 16-16-16 OR APPROVED. FOR PLANTING: AGRIFORM 20-10-5 SLOW RELEASE PLANTING TABLETS IN 5, 10 AND 21 GRAM TABLET SIZE.
- C. MANURE: WELL-ROTTED (MINIMUM TWO YEARS OLD) COMPOSTED STEER MANURE FREE FROM WEED SEEDS AND CONTAINING NOT MORE THAN 50% SAWDUST, STRAW OR SHAVINGS.
- D. MULCH: GROUND HEMLOCK BARK FREE FROM FOREIGN MATERIALS.
- E. GRASS SEED: PROPORTION BY WEIGHT 85% MANHATTAN PERENNIAL RYEGRASS, 15% PENNLAWN CREEPING RED FESCUE.
- F. TREE STAKES AND TIES: 2"x2"x8'-0" FIR STAKES STAINED WITH OLYMPIC #711, NO. 14 GAUGE WIRE TIES ENCASED IN HOSE OR "GROWSTRAIT" TREE TIES OR APPROVED.
- G. PEAT MOSS: COMMERCIAL GRADE, COARSE SHREDDED, 4 TO 5 PH.

2G-5. PLANTING BED PREPARATION: REMOVE STONES AND ALL FOREIGN MATERIAL HARMFUL TO PLANT LIFE. CHECK FOR SUBDRAINAGE. REMOVE AND/OR SPRAY WEED GROWTH AS DIRECTED. APPLY 2" LAYER OF MANURE OVER ALL PLANTING AND GROUND COVER BED AREAS. ROTOTILL AND/OR SPADE UNTIL MATERIALS ARE THOROUGHLY MIXED TO A DEPTH OF NOT LESS THAN 8 INCHES. RAKE, GRADE AND ROLL WITH 200 POUND ROLLER. CROWN OR SLOPE A MINIMUM OF 1% FOR SURFACE DRAINAGE AND ELIMINATE ALL LOW SPOTS OR DEPRESSIONS. ALLOW 1/10 PER FOOT FOR SETTLEMENT. OBTAIN APPROVAL OF BED PREPARATION AND GRADES BEFORE PLANTING.

2G-6. PLANTING

- A. DIG HOLES FOR INDIVIDUAL SHRUBS, TREES CIRCULAR WITH VERTICAL SIDES; MINIMUM TWO TIMES DIAMETER OF ROOT BALL OR SPREAD OF BARERROOTS.
- B. SET PLANTS SLIGHTLY HIGHER THAN NATURAL GRADE TO THE PLANT BEFORE TRANSPLANTING; DEEP PLANTING NOT ACCEPTABLE.
- C. REMOVE BURLAP, ROPES, STRINGS, WIRE FROM TOPS AND SIDES OF BALLS.
- D. BACKFILL WITH TOPSOIL FROM PREPARED BED AREA AND ADDITIONAL SPECIFIED TOPSOIL AS NEEDED. ADD 5 GALLON CAN OF PEAT MOSS FOR EACH PLANT IN THE INTERIOR COURTYARD; THOROUGHLY MIX WITH BACKFILL SOIL. ADD AGRIFORM PLANTING TABLETS AT ROOT ZONE AFTER ONE-HALF OF BACKFILL IS PLACED. USE ONE 5-GRAM TABLET PER GROUND COVER PLANT, TWO 21- GRAM TABLETS PER SHRUB AND THREE 21-GRAM TABLETS PER TREE.
- E. TAMP TOPSOIL UNDER AND AROUND EACH BALL TO FILL ALL VOIDS; ROOTS OF BARERROOTED PLANTS PROPERLY SPREAD AND TOPSOIL WORKED IN AMONG ROOTS. BROKEN OR FRAYED ROOTS CUT OFF.
- F. CHECK PLANTS FOR VERTICALITY AND SPACING INDICATED.
- G. DOUBLE STAKE ALL TREES WITH 2"x2" STAKES WITH MINIMUM OF 2½' SET IN GROUND; DO NOT INJURE BALL OR ROOTS. TREES FASTENED AT CROTCH AND MIDPOINT.
- H. GROUNDCOVER PLANTS EVENLY SPACED FOR UNIFORM EFFECT.
- I. THOROUGHLY WATER EACH PLANT AND ENTIRE BED AREA.

2G-7. MULCHING

AFTER PLANTING IN ANY BED AREA IS APPROVED, SPREAD LAYER OF BACK MULCH OVER ENTIRE AREA TO A MINIMUM DEPTH OF 2". THOROUGHLY MOISTEN MULCH.

2G-8. MAINTENANCE

LANDSCAPE CONTRACTOR RESPONSIBLE FOR MAINTENANCE OF SEEDED AREAS THROUGH FIRST MOWING AND PLANTING INSTALLED UNTIL COMPLETION OF ALL PLANTING WORK AND ACCEPTANCE.

2G-9. ACCEPTANCE

WORK ACCEPTED BY OWNER UPON SATISFACTORY COMPLETION AND APPROVAL OF ALL ITEMS IN THIS SECTION BY LANDSCAPE ARCHITECT, BUT EXCLUSIVE OF REPLACEMENT OF PLANT LOSS IN PARAGRAPH 2G-10.

2G-10. PLANT LOSS AND REPLACEMENT

- A. PLANT MATERIAL NOT SURVIVING OR IN POOR CONDITION DURING GUARANTEE PERIOD TO BE REPLACED DURING NEXT PLANTING SEASON AT NO COST TO OWNER.
- B. CONTRACTOR NOT RESPONSIBLE FOR PLANT DAMAGE CAUSED BY EXTREME OR UNUSUAL WEATHER CONDITIONS, VANDALISM OR LACK OF NORMAL MAINTENANCE BY OWNER.

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3A-1. GENERAL

- A. REQUIREMENTS OF THE 1970 EDITION OF THE UNIFORM BUILDING CODE AND THE A.C.I. BUILDING CODE SHALL GOVERN ALL CONCRETE WORK. CITY AND COUNTY SPECIFICATIONS, IF MORE RIGID THAN THOSE HEREIN, SHALL GOVERN. OBTAIN REQUIRED PERMITS.
- B. SEE GENERAL NOTES, DRAWINGS.

3A-2. MATERIALS

- A. PORTLAND CEMENT: CONFORM TO ASTM, C150-TYPE 1. OTHER TYPES BY APPROVAL.
- B. CONCRETE AGGREGATES: CONFORM TO ASTM, C33. MAXIMUM SIZES OF AGGREGATES.  
ALL EXPOSED CONCRETE: 3/4"  
ALL OTHER CONCRETE: 1/5 INSIDE FORM DIMENSION, 3/4" CLEAR DISTANCE BETWEEN REINFORCED BARS OF 1-1/2", WHICHEVER IS LEAST.  
FOR EXPOSED AGGREGATE FINISH: HAVE SAMPLE PANEL APPROVED FOR FINISH PRIOR TO POUR.
- C. WATER: CLEAN, FREE FROM DELETERIOUS AMOUNT OF ACID, ALKALIS, OR ORGANIC MATTER.
- D. AIR ENTRAINING AGENT: "DAREX AEA" BY DEWEY AND ALMY CHEMICAL COMPANY OR APPROVED.
- E. CONCRETE BONDING AGENT: LARSON PRODUCTS "WELDCRETE," "PARAWELD C" ~~GRACE~~ PROD., BURKE, "BONDCRETE," OR APPROVED.
- F. NONSHRINK GROUTING MATERIAL: EMBECO PREMIX GROUT BY MASTER BUILDERS, CLEVELAND, OHIO, "VIBRO-FOIL" GRACE PROD., BURKE, OR APPROVED.
- G. SEALER HARDENER: LAPIDOLITH, BURKE "CLEARSEAL," GRACE PROD. "HORN" 150, OR APPROVED.
- H. VAPOR BARRIER: 6 MIL POLYETHELENE FILM, VISQUEEN, MONSANTO OR APPROVED.
- I. SLAB EXPANSION JOINTS: STANDARD CAST JOINT MATERIAL, CAREY'S "ELASTITE," BURKE, OR APPROVED, 1/2" WIDE. DEPTH AS REQUIRED TO BRING TO WITHIN 1/2" OF SLAB.
- J. CONSTRUCTION JOINTS: BURKE KEYED COLD JOINT, 3-1/2", "VULCO," OR APPROVED.

3A-3. CONCRETE MIX AND PROPORTIONS

- A. ALL CONCRETE TO BE PLANT MIX BY A FIRM REGULARLY ENGAGED IN PLANT MIXING AND DELIVERY.
- B. STRENGTH: 28 DAY ULTIMATE COMPRESSIVE CYLINDER STRENGTH FOR ALL CONCRETE 3500 PSI. CYLINDER STRENGTH SPECIFIED IS 500 PSI IN EXCESS OF DESIGN STRENGTH TO ALLOW FOR LABORATORY CURING AND TESTING CONDITIONS.
- C. SLUMP: MINIMUM FOR FOOTINGS AND UNEXPOSED CONCRETE 5"; EXPOSED CONCRETE 4".

3A-4. REINFORCING STEEL

- A. MATERIALS: NEW BILLET STOCK, GRADE 40 OR ALLOY OR COLD DRAWN WIRE MEETING FOLLOWING SPECIFICATIONS: BARS: ASTM A-615-68 BEAM AND GIRDER STIRRUPS, TIES, CORNER BARS FROM WALL TO SLAB AND ALL #4 AND SMALLER MIN. YIELD STRESS POINT OF 40,000 PSI. ALL OTHER 60,000 PSI. PROTECT UNTIL USED, PLACE FREE FROM COATINGS WHICH WOULD REDUCE OR DESTROY BOND.
- B. BENDING AND SPLICING: SEE NOTES ON DRAWINGS. IN STRICT ACCORDANCE WITH LATEST STANDARDS OF ACI DETAILING MANUAL 315-65. ALL BARS BEND COLD. STAGGER SPLICES IN ADJACENT BARS. LAP SPLICES SUFFICIENTLY TO DEVELOP FULL BAR STRENGTH IN BOND. PROVIDE ELBOW BARS AT ALL CORNERS AND INTERSECTIONS TO MAINTAIN CONTINUITY IN HORIZONTAL REINFORCING. PROVIDE ADDITIONAL DIAGONAL REINFORCING AT ALL RE-ENTRANT CORNERS IN SLABS.
- C. SHOP DRAWINGS: AS REQUIRED BY GENERAL CONDITIONS, WORK ON SITE FROM STAMPED APPROVED DRAWINGS ONLY.

3A-5. FORMWORK

- A. GENERAL: FORMS TO CONFORM TO SHAPES, LINES, GRADES AND DIMENSIONS SHOWN AND SHALL BE BRACED TO MAINTAIN DESIGNED POSITION DIMENSIONS AND CONTOURS. CONCRETE EXPOSED TO VIEW FORM WITH 5/8" PLYFORM A.P.A. CONFORM TO A.C.I. 301-72 STANDARDS.
- B. TIES: BURKE OR APPROVED WITH PLASTIC CONE NUT. ALIGN IN STRAIGHT LINES VERTICAL AND HORIZONTAL. TO BE LEFT EXPOSED.
- C. JOINTS AND CHAMFERS: FORM SHEAR KEYS BETWEEN WALLS AND FOOTINGS BY BEVELED 2x4 MINIMUM, 2x6 WHERE POSSIBLE. CHAMFER ALL CORNERS AND JOINTS, SIZES SHOWN ON DRAWINGS.

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3A-5. FORMWORK (CONT)

- D. REUSING FORMS: BEFORE REUSE, FORMS MUST BE CLEANED; NAILS AND TIES REMOVED AND COATED WITH NONSTAINING FORM OIL. REPAIR-RENAIL AS REQUIRED.

3A-6. CONVEYING AND PLACING

- A. BARS: BARS SHALL BE ACCURATE AND SECURE. WIRE ALL INTERSECTIONS WITH 16 GAUGE BLACK ANNEALED WIRE.
- B. MESH: SPLICE BY LAPPING ONE FULL SPACE IN EITHER DIRECTION. UNLESS OTHERWISE SHOWN, MESH TO BE 6"x6", 10 GA. W.W. MESH AS CLOSE AS PRACTICABLE TO CENTER OF SLAB.
- C. EMBEDDED ITEMS: ALLOW TIME AND FACILITY FOR ALL TRADES TO INSTALL EMBEDDED ITEMS.
- D. CONCRETE: REMOVE ALL WATER AND OTHER FOREIGN MATTER FROM FORMS BEFORE PLACING. MOVE FROM PLANT TO JOB SITE AS RAPIDLY AS PRACTICABLE. AVOID SEPARATION OR LOSS OF INGREDIENTS. MAXIMUM TIME BETWEEN MIXING AND PLACING: 1-1/2 HOURS.
- E. VIBRATION OF CONCRETE: COMPACT WITH MECHANICAL VIBRATORS. HAVE STANDBY VIBRATOR AT WORK. DO NOT USE FOR TRANSPORTATING CONCRETE.
- F. GROUTING: NONSHRINK GROUTING MATERIAL: EMBECO PREMIXED GROUT, MANUFACTURED BY THE MASTER BUILDERS CO., CLEVELAND, OHIO. WHERE MECHANICAL PIPING OR ELECTRICAL CONDUIT PASSES THROUGH CONCRETE WALLS, GROUT THOROUGHLY AROUND SAME TO MAKE AIR AND SOUND TIGHT; GROUT AT BASE PLATES.
- G. CLEANING AND REPAIRING CONCRETE: CORRECT AGGREGATE POCKETS, HONEYCOMBING OR OTHER DEFECTS TO SATISFACTION OF ARCHITECT IMMEDIATELY FOLLOWING FORM REMOVAL.



3A-7. CONCRETE FINISHING

- A. GENERAL: CORRECT AGGREGATE POCKETS, HONEYCOMBING OR OTHER DEFECTS TO SATISFACTION OF ARCHITECT. COAT WITH CONCRETE BONDING AGENT BEFORE PATCHING, PROVIDE SAMPLE AREA FOR APPROVAL BEFORE CORRECTING DEFECTS ON EXPOSED WALLS.
- B. CONCRETE SLABS, TROWEL FINISH: REMOVE WATER, LAITANCE AND DIRT FROM SURFACE OF SLABS. SCREED TO TRUE LEVELS OR SLOPES. STEEL TROWEL TO HARD DENSE SURFACES, FREE FROM TROWEL MARKS. MASONS SAFETY NOSING AT STAIRS.
- C. CONCRETE WALKWAYS AND STAIRS; BROOMED SURFACE: ALL CONCRETE STEPS AND SLABS; LIGHTLY BROOM SURFACE JUST AFTER INITIAL SET TO PRODUCE A NONSLIP FINISH. MARK OFF WITH SCORING INDICATED. ROUND EDGES TO 1/4" RADIUS. SCORING TO BE A MINIMUM OF 1/2" DEEP..
- D. EXPOSED AGGREGATE FINISH: INITIAL FINISH SAME AS TROWEL FINISH. WASH AND/OR BRUSH TO A FINE DENSE EXPOSED AGGREGATE FINISH. HAVE SAMPLE APPROVED.
- E. SLAB EXPANSION JOINTS: PROVIDE IN FOLLOWING LOCATIONS: WHEREVER EXTERIOR SLABS ABUTT VERTICAL SURFACES.
- F. CONSTRUCTION JOINTS: PROVIDE AS NOTED ON DRAWINGS, APPLY BOND BREAKING AGENT TO ONE SIDE BEFORE POURING. WHERE CONDUIT, PIPE OR OTHER EMBEDDED ITEMS EXTEND THROUGH JOINTS. PROVIDE FREE MOVEMENT OF JOINT.

3A-8. PROTECTION AND CURING

- A. CURING: MOISTEN ALL CONCRETE FLOOR SURFACES, KEEP MOIST FOR 14 DAYS WITH SISALKRAFT PAPER COVERING LAID IN WIDEST PRACTICABLE WIDTHS. LEAVE COVERING AS PROTECTION UNTIL OTHER WORK HAS BEEN COMPLETED. VISQUEEN PLASTIC FILM MAY BE USED IN LIEU OF SISALKRAFT PAPER. USE FOG SPRAY, 2 SPRINKLERS, IN HOT WEATHER, OR APPROVED CURING COMPOUND SYSTEM.
- B. FLOOR USE: PREVENT USE OF FLOORS WITH CEMENT FINISH SURFACING FOR AT LEAST FIVE DAYS AFTER FINISHING; LIGHT USE PERMITTED FOR ADDITIONAL TEN DAYS.
- C. DEFECTIVE WORK: REMOVE AND REPLACE, AT OWN EXPENSE, WHEN DIRECTED BY ARCHITECT, SLABS WHICH SHOW SHRINKAGE OR SETTLEMENT CRACKS, AND SLABS WHICH DO NOT DRAIN PROPERLY.

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3A-8. PROTECTION AND CURING (CONT)

- D. WEATHER REQUIREMENTS: CONCRETE WORK DURING FREEZING WEATHER AT CONTRACTOR'S RISK. REMOVE AND REPLACE ALL FROZEN CONCRETE. PROTECT ALL MATERIALS AGAINST FREEZING. PROTECT AGAINST EXTREME SUN, HEAT, HUMIDITY.
- E. CLEANING: FLOORS NOT SCHEDULED FOR FLOOR COVERING, REMOVE DEEP STAINS, EFFLORESCENCE OR INCRUSTATIONS OF MORTAR. CLEAN SURFACE THOROUGHLY. USE APPROVED LINSEED OIL SOAP. WHEN CLEAN, DRIED, PROTECT SURFACES FROM PAINTING AND OTHER WORK. MAINTAIN PROTECTION UNTIL BUILDING IS COMPLETED.

3A-9. TESTING AND INSPECTION

SEE SECTION K, TESTING AND INSPECTION.

4A-1. GENERAL

- A. WORK IN OTHER SECTIONS: METAL CONNECTORS EMBEDDED IN CONCRETE FOR MASONRY ANCHORAGE; METAL LINTELS AND ANCHOR DOWELS AT FOOTINGS; WATERPROOF COATINGS.
- B. BUILDING CODE REQUIREMENTS: UNIFORM BUILDING CODE AS ADOPTED BY CITY OF PORTLAND. PROVIDE SPECIAL INSPECTION, IF REQUIRED.

4A-2. MATERIALS

- A. CEMENT: PORTLAND CEMENT, ASTM C-150, TYPE I, LATEST EDITION.
- B. SAND: SAND GRADE FOR ALL PASSING #3 SIEVE, BUT NOT MORE THAN 20% PASSING #50, OR MORE THAN 5% PASSING #100. CLEAN, HARD, WASHED AND GRADED SAND, ASTM SPECIFICATION C-144 OR APPROVED.
- C. EXPANSION JOINT: PREFORMED TYPE, BLOCK-LOK OR APPROVED.

4A-3. MORTAR

- A. FOR ALL MASONRY: 1 CUBIC FOOT PORTLAND CEMENT, NOT MORE THAN 1/2 CUBIC FOOT LIME PUTTY MAXIMUM, NOT MORE THAN 3 CUBIC FEET MAXIMUM SAND. UNIFORM BUILDING CODE CLASS "S" 2000 PSI AT 28 DAYS. NO SCAPY ADDITIVES PERMITTED.
- B. REINFORCING GROUT: COMPLY WITH ALL PROVISIONS FOR 3000 PSI CONCRETE WITH A MINIMUM AGGREGATE SIZE OF 1/4 INCH.
- C. TESTING: SEE INSPECTIONS AND TESTS, DIVISION K.

4A-4. MASONRY UNITS

- A. BRICK: STANDARD SIZE  $3\frac{1}{2}" \times 2\frac{1}{2}" \times 7\frac{1}{2}"$  SMOOTH TEXTURE FLASHED TERRA COTTA COLOR. BUILDERS "CARIB," INTERPACE, COLUMBIA, OR APPROVED. SUBMIT SAMPLES FOR APPROVAL PRIOR TO BIDDING.
- B. REINFORCING STEEL: NEW DEFORMED BARS ASTM A-615-68, MINIMUM YIELD 40,000 P.S.I.
- C. BRICK PAVERS:  $1\frac{1}{2}"$  THICK  $4" \times 8"$  BRICK SIZE HARD BURNED FLASHED TERRA COTTA MEDIUM RED COLOR, SMOOTH SURFACE. LAY FLAT, STRAIGHT, IN RUNNING BOND PATTERN, SLOPE TO DRAIN WHERE SHOWN. BUILDERS VERSA-TILE, INTERPACE, COLUMBIA OR APPROVED. SUBMIT SAMPLES FOR APPROVAL.

4A-5. WORKMANSHIP

- A. GENERAL: LAY WORK IN TRUE LINES, PLUMB AND LEVEL, EXCEPT AS OTHERWISE INDICATED. FILL JOINTS FULL OF MORTAR.
- B. PRECAUTIONS: IN RAINY WEATHER DO WORK ONLY UNDER COVER. DO NOT WORK IN FREEZING WEATHER WITHOUT APPROVED MEANS OF PROTECTION AGAINST COLD.
- C. LAYING MASONRY UNITS: LAY IN FULL MORTAR BED, WITHOUT GROOVING, SHOVE INTO PLACE. PROVIDE TIES, ANCHORS AS REQUIRED. CONSTRUCT CHASES AND CHANNELS WHERE INDICATED. BUILD IN SHEET METAL, MISC. STEEL, LINTELS AND OTHER REQUIRED ITEMS. LAY IN COMMON BOND AND PATTERN WHERE INDICATED, BREAKING VERTICAL JOINTS TO FORM EVENLY SPACED LINES. REINFORCE AND GROUT FULL VERTICAL CELLS AND BOND BEAMS INDICATED.
- D. ANCHORS: WOOD BUCKS: 16 GA. CRIMPED GALVANIZED STEEL TIES,  $1\frac{1}{2}$ " WIDE, 12" LONG, 24" O/C. TURN UP ONE END 2" ONTO BUCK AND SPIKE SECURELY. PROVIDE NEAR TOPS AND BOTTOMS OF BUCKS NOT MORE THAN 2' APART BETWEEN. METAL BUCKS: BUILD IN FRAME ANCHORS; MORTAR SPACE BETWEEN FRAME AND MASONRY FULL. ABUTTING WALLS: 16 GA. CRIMPED GALVANIZED SHEET METAL TIES NOT LESS THAN 1" WIDE SPACED MAXIMUM 16" INTO ANCHOR SLOTS IN CONCRETE, BED 3" INTO MASONRY.
- E. POINTING AND CLEANING: ON COMPLETION POINT ALL EXPOSED WORK. FILL ALL HOLES AND CRACKS. REMOVE LOOSE MORTAR; CUT OUT DEFECTIVE WORK AND REPOINT WHERE DIRECTED. LEAVE SURFACES CLEAN, FREE FROM MORTAR AND OTHER STAIN. CLEAN WITH 10% MURATIC ACID SOLUTION; RINSE WITH CLEAN WATER. RECLEAN AS REQUIRED FOR FINAL ACCEPTANCE; ONLY AFTER MORTAR BEDS ARE SET 7-10 DAYS MINIMUM.

5A-1. GENERAL

- A. WORK IN OTHER SECTIONS: ANCHORS, BOLTS, SLEEVES AND SUPPORTS FOR MECHANICAL AND ELECTRICAL WORK. REINFORCING STEEL, METAL STUDS, STEEL DOORS AND FRAMES. FLASHING AND SHEET METAL.
- B. SHOP DRAWINGS: SUBMIT PER SPECIAL CONDITIONS.
- C. SHOP TREATMENTS: AFTER FABRICATION BUT BEFORE ERECTION, REMOVE RUST, SCALE, GREASE AND OIL BY WIRE BRUSHING AND CHEMICAL CLEANING GALVANIZED METAL TOUCH UP WITH "GALVWELD" OR APPROVED. OTHER METAL: ONE COAT APPROVED METAL PRIMER.

5A-2. MATERIALS

- A. STEEL AND IRON: CONFORM TO REQUIREMENTS OF UNIFORM BUILDING CODE. ASTM A-36 DETAILED, FABRICATED AND ERECTED PER AISC MANUAL, SEVENTH EDITION.
- B. FABRICATION: FORM STEEL TO ACCURATE SIZES AND SHAPES WITH SHARP LINES AND ANGLES. PUNCH AND SHEAR TO LEAVE CLEAN SURFACES. WELD OR RIVET PERMANENT CONNECTIONS. DO NOT USE SCREWS OR BOLTS WHERE THEY CAN BE AVOIDED. WHERE USED, COUNTER-SINK HEADS AND DRAW UP TIGHT; NICK THREADS TO PREVENT LOOSENING. PROVIDE HOLES AND CONNECTIONS FOR WORK OF OTHER TRADES. GRIND ALL WELDS SMOOTH.
- C. JOINTS AND FASTENINGS: DETAIL FOR AMPLE STRENGTH AND STIFFNESS. CONCEAL WHEREVER POSSIBLE. WHERE EXPOSED TO WEATHER, FORM TO EXCLUDE WATER.

5A-3. MISCELLANEOUS STEEL AND IRON

- A. STEEL LINTELS: STANDARD STRUCTURAL SHAPES, SIZES AND WEIGHTS SHOWN BOLT OR WELD MEMBERS AS REQUIRED, TAP FOR OTHER WORK. SECURE AS INDICATED, MINIMUM 6" BEARING.
- B. GRATINGS: BLAW-KNOW, BORDEN, IRVING OR APPROVED. PATTERN AND SIZE AND SPACING OF BARS AS INDICATED ON DRAWINGS.
- C. CONNECTIONS: DETAILED, WELD CONNECTIONS INDICATED. DRILL FOR BOLTS 1/16" LARGER THAN BOLT DIAMETER. PROVIDE BOLTS, WASHERS, SCREWS NECESSARY FOR COMPLETE JOB.

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5A-3. MISCELLANEOUS STEEL AND IRON (CONT)

- D. STRUCTURAL STEEL SHAPES: PROVIDE STEEL SHAPES, SIZES AND DIMENSIONS INDICATED FOR COLUMNS, BEAMS, BRACKETS, COMPLETE WITH ANCHORS, PLATES REQUIRED. SHOP PAINT TWO COATS APPROVED PRIMER.
- E. CHAIN BARRIERS: FABRICATE COMPLETE EYE WELDED TO STANDARD 3" GALV. STEEL PIPE PER DETAIL, PROVIDE 2" LINK x 3/16" GALVANIZED CHAIN. CONCRETE FILL AND SETTING IN FIELD PER DETAIL.
- F. STEEL LADDER: FABRICATE COMPLETE IN CONFORMANCE WITH CITY OF PORTLAND AND ALL GOVERNING SAFETY CODES. VERIFY DIMENSIONS AND SETTING OF ANCHORS.



6A-1. GENERAL

- A. WORK IN OTHER SECTIONS: MILLWORK AND CABINETS, INSTALLATION UNDER THIS SECTION. GLUE-LAMINATED LUMBER.
- B. BUILDING CODES: UNIFORM BUILDING CODE, AS SUPPLEMENTED AND MODIFIED HERETN, SHALL GOVERN CARPENTRY WORK. OPTIONAL CODE REQUIREMENTS AND SUPPLEMENTAL ITEMS ONLY ARE SPECIFIED HEREINAFTER.
- C. GRADES: OFFICIAL RULES OF WESTERN WOOD PRODUCTS ASSOCIATION BUREAU, AMERICAN PLYWOOD ASSOCIATION. ASSOCIATION GRADE MARK AND TRADE MARK SHALL APPEAR ON EACH PIECE OF LUMBER OR EACH SHIPMENT BE ACCOMPANIED BY A CERTIFICATE OF INSPECTION. NO EXPOSED GRADE MARKS PERMITTED ON EXPOSED FINISH FACES.
- D. MOISTURE CONTENT OF MATERIALS WHEN DELIVERED: WOOD PLUGS EMBEDDED IN MASONRY AND CONCRETE, 12%. LAMINATED AND TONGUE AND GROOVE FLOORS, WALLS AND ROOFS, 16%. FINISH WOODS, WHEN DELIVERED TO BUILDING, 9%. ALL OTHER MATERIALS, 19%.
- E. STORAGE AND PROTECTION: PROTECT LUMBER AND MILLWORK FROM THE WEATHER AND FROM DAMAGE.
- F. ROUGH HARDWARE: PROVIDE ALL NECESSARY NAILS, SPIKES, SCREWS, BOLTS, FRAMING ANCHORS, CLIPS FOR PROPER INSTALLATION OF CARPENTRY AND MILLWORK. SIZES AND QUANTITIES SUFFICIENT, IN THE JUDGMENT OF ARCHITECT, TO DRAW AND HOLD MEMBERS RIGIDLY AND PERMANENTLY IN PLACE. WHERE EXPOSED TO WEATHER HOT DIPPED GALVANIZED STEEL OR APPROVED NONFERROUS METAL.
- G. PRESSURE-TREATED LUMBER: COPPER-ARSENATE NONLEACHING SALTS "BAXCO CHEMONITE" TREATMENT OR APPROVED. TREAT ALL SILLS, PLATES, COLUMN BASES OR OTHER WOOD IN CONTACT WITH MASONRY, CONCRETE OR EARTH.
- H. GENERAL NOTES: SEE DRAWINGS.

6A-2. ROUGH CARPENTRY

- A. FRAMING LUMBER: DOUGLAS FIR UNLESS OTHERWISE NOTED OR APPROVED, SURFACED FOUR SIDES TO STANDARD DIMENSIONS OR SPECIAL SHAPES AS SHOWN ON DRAWINGS. "STANDARD" GRADE AND BETTER OR AS DETAILED OR HEREIN SPECIFIED AND AS SCHEDULED.

6A-2. ROUGH CARPENTRY (CONT)

- B. GENERAL: CAREFULLY LAY OUT, CUT, FIT AND ERECT FRAMING. SECURE WITH SUFFICIENT NAILS, SPIKES AND BOLTS TO INSURE RIGIDITY AND PERMANENCE. PROVIDE FOR INSTALLATION AND SUPPORT OF PLUMBING, HEATING AND VENTILATING WORK. INSTALL WORK TO TRUE LINES, PLUMB AND LEVEL UNLESS OTHERWISE INDICATED.
- C. PLATES AND SILLS ON MASONRY AND CONCRETE: ANCHOR WITH 5/8"x10" BOLTS, SPACED 2' APART, UNLESS OTHERWISE INDICATED.
- D. WOOD BLOCKING AND CANTS: PROVIDE AS DETAILED AND REQUIRED; ANCHOR; TREAT PER 6A-1G.
- E. WALL AND PARTITION FRAMING: 2x4 AT 16" AND AS SHOWN. PLACE STUDS TO PROVIDE NAILING FOR SURFACING MATERIALS. FIRE STOP. DOUBLE AT OPENINGS; TRIPLE AT CORNERS, INTERSECTIONS. SINGLE PLATES AT BOTTOM, DOUBLE AT TOP OR HEADS OF OPENINGS. PROVIDE 2x BLOCKING WHERE REQUIRED FOR FIXTURES, EQUIPMENT INDICATED.
- F. JOIST AND RAFTERS: SET CROWN SIDE UP, DOUBLE HEADERS AND TRIMMERS, LAP AND SPIKE OVER BEARING. PROVIDE SOLID BLOCKING AT BEARING, BRIDGE AT MIDSPAN AND 8'-0" MAXIMUM AND AS SHOWN.
- G. ROOF DECKING: (SAWN LUMBER) 3x6 NOMINAL T&G WHITE FIR/HEMLOCK, KILN DRIED, RESAWN FACE, V-JOINT, SIDE AND END MATCHED, LAYED IN TYPE V RANDOM PATTERN, "COMMERCIAL-DEX". OPTIONAL TO "H" BELOW.
- H. ROOF DECKING: (GLU-LAMINATED) 1-7/8"x5-3/8" WEYERHAEUSER "PINK STAR," HEM-FIR, RESAWN FACE, V-JOINT, SIDE AND END MATCHED LAYED IN TYPE "D" RANDOM PATTERN.
- I. PLYWOOD SHEATHING: 1/2" STRUCT II STANDARD SHEATHING EXTERIOR GLUE.
- J. GYPSON SHEATHING: 1/2" EXT. GRADE U.S.G., KAISER, NATIONAL GYPSUM OR APPROVED. LONG DIMENSION PERPENDICULAR TO FRAMING, STAGGER JOINTS. NAIL PER U.B.C.
- K. SUBFLOOR: 5/8" STRUCT II STANDARD SHEATHING EXTERIOR GLUE; TWO LAYERS, STAGGER JOINTS, AT AREAS SHOWN.
- L. CONNECTION DETAILS: SIMPSON, TECO OR APPROVED CONNECTORS, TYPE, SIZE AS INDICATED AND WHERE REQUIRED.
- M. EXTERIOR VAPOR BARRIER: COVER EXTERIOR SHEATHING WITH SINGLE LAYER 15# ASPHALTIC FELT LAID HORIZONTAL WEATHERBOARD FASHION LAPPED 4" HORIZ. JOINTS, 6" AT VERTICAL JOINTS, LAP AT CORNERS.

6A-2. ROUGH CARPENTRY (CONT)

- N. TREATED WOOD SCREED: 4x4 D.F. PRESERVATIVE TREAT PER 6A-1G AS SHOWN.

6A-3. FINISH CARPENTRY

- A. WOOD SIDING: WESTERN RED CEDAR, "B" AND BETTER, MIXED GRAIN, ROUGH SAWN FACE, T&G, SQUARE EDGE 1x6 LAID HORIZONTAL AS SHOWN. SECURE EXTERIOR WITH NONCORROSIVE NAILS, BLIND NAIL WHERE POSSIBLE, BUTT AT CORNER BOARDS PER DETAIL. PRESTAIN PRIOR TO ERECTION.
- B. BENCH: FROM D.F. APPEARANCE GRADE FRAMING, SELECT FOR APPEARANCE, PRESTAIN AS DETAILED.
- C. EXTERIOR AND INTERIOR TRIM AND RAILINGS: C AND BETTER D.F. V.G. FINISH, SIZES, SHAPES INDICATED, MITRE JOINTS; ALIGN FOR TIGHT TRUE FIT. USE NONCORROSIVE FASTENING EXTERIOR, INTERIOR SET NAILS FOR PUTTY.
- D. INSTALLATION OF MILLWORK AND CABINETS: INSTALL MILLWORK AND FINISH HEREINAFTER SPECIFIED OR SHOWN ON DRAWINGS. EMPLOY ONLY SKILLED MECHANICS. DO WORK TO ARCHITECT'S SATISFACTION. JOINTS TIGHT. GLUE INTERIOR JOINTS, SEAL EXTERIOR JOINTS. USE FINISH NAILS EXCEPT WHERE SCREWS ARE SHOWN. SET NAIL HEADS FOR PUTTYING. CLEAN UP AFTER INSTALLATION. REMOVE SHARP EXTERNAL CORNERS.
- E. INSTALLATION OF FINISH HARDWARE: INSTALL FINISH HARDWARE HEREINAFTER SPECIFIED OR REQUIRED TO COMPLETE THE BUILDING. EMPLOY ONLY SKILLED MECHANICS. DO WORK TO ARCHITECT'S SATISFACTION. ADJUST MOVABLE PARTS TO OPERATE PERFECTLY AT TIME OF FINAL ACCEPTANCE. MAKE FURTHER ADJUSTMENTS, WHEN REQUESTED DURING ONE-YEAR GUARANTEE PERIOD.
- F. FELT AND DRAFTSTOP: DOORS AS SCHEDULED ON DRAWINGS AS FELT SOUND AND DRAFTSTOP TO HAVE 1/16"x1/2" FOAM FELT APPLIED TO MEETING FACE OF STOP ON BOTH SIDE JAMBS AND HEAD JAMB. SAME DOORS TO BE FITTED WITH RETRACTABLE "AUTOMATIC" OR APPROVED DOOR BOTTOM DRAFT ELIMINATOR.
- G. INSTALLATION OF BUILDING SPECIALTIES: SEE SECTION 10. INSTALL IN ACCORDANCE WITH MFR'S INSTRUCTION AND RECOMMENDATIONS AS NOTED.

68-1. GENERAL

- A. WORK IN OTHER SECTIONS: SINKS AND FITTINGS, ELECTRIC OUTLETS AND FIXTURES BUILT INTO MILLWORK AND CABINETS. INSTALLATION OF MILLWORK AND CABINETS. COUNTERTOP COVERING AND RUBBER BASE.
- B. GRADING RULES: OFFICIAL RULES OF WOODWORK INSTITUTE OF OREGON MANUAL OF MILLWORK. FURNISH OFFICIAL CERTIFICATES OF INSPECTION IF AND WHEN REQUESTED.
- C. MOISTURE CONTENT: MAXIMUM MOISTURE CONTENT OF FINISH WOODS, WHEN DELIVERED TO BUILDING, 12%.
- D. SHOP DRAWINGS: SUBMIT SHOP DRAWINGS OF ALL ITEMS IN ACCORDANCE WITH "GENERAL CONDITIONS" AND "SPECIAL CONDITIONS." SHOW PROFILES OR MOULDINGS, DETAILS OF JOINTS AND OTHER PERTINENT ITEMS.
- E. JOB MEASUREMENT: VERIFY ALL DIMENSIONS WITH FIELD MEASUREMENTS AND ALL FIXTURES TO BE BUILT INTO CASEWORK BEFORE FABRICATION.

68-2. WORKMANSHIP

- A. GENERAL: ASSEMBLE AND FINISH MATERIAL AT MILL, AS FAR AS PRACTICABLE. FINISH EXPOSED SURFACES SMOOTH, FREE FROM TOOL AND MACHINE MARKS. USE CONCEALED FASTENINGS ONLY. NO FACE NAILING OR STAPLES PERMITTED. VERIFY DIMENSIONS OF ALL BUILDING DIMENSIONS AND EQUIPMENT TO BE BUILT IN. CUSTOM GRADE W.I.O.
- B. JOINTS: MAKE TIGHT AND FORM TO CONCEAL SHRINKAGE. MAKE DOWELS AND TENONS TO DRIVING FIT. GLUE AND LOCK SHOP MITRES MORE THAN FOUR INCHES. SHOP JOINTS TO BE MADE WITH WATER RESISTANT GLUE AND NAILING. KEEP UNDER PRESSURE UNTIL SET AND HARDENED. USE BOLTS AND SCREWS WHERE REQUIRED FOR STRENGTH.
- C. CABINETS: EXPOSED CABINET FACES, DOORS, SHELVES AND STANDARDS TO BE OF HARDWOOD VENEER, 3/4" PLYWOOD AND LUMBER, AS DETAILED, EXPOSED EDGES OF PLYWOOD TO BE SELF-EDGED WITH SAME MATERIAL, WHERE INDICATED.

6B-2. WORKMANSHIP (CONT)

- D. COUNTERTOPS: AT SINK LOCATIONS, EXTERIOR PLYWOOD.

6B-3. MATERIALS

A. FINISH LUMBER

1. DOUGLAS FIR, C AND BETTER M.G. K. D. S4S.
2. HARDWOOD LUMBER: CUSTOM GRADE OAK M.G.

- B. PLYWOOD: DOUGLAS FIR, U.S. COMMERCIAL STANDARD CS-45, GRADE "A" FOR EXPOSED SURFACES, GRADE "C" AND BETTER ELSEWHERE. EXTERIOR TYPE WHERE EXPOSED TO WEATHER AND FOR USE AROUND SINKS.

HARDWOOD PLYWOOD: U.S. COMMERCIAL CS-35. EXPOSED SURFACES VENEER, UNSELECTED ROTARY CUT OAK.

HARDBOARD: 1/4" PLAIN OR AS NOTED, TEMPERED-FOREST FIBER PRODUCTS COMPANY OF APPROVED.

ADJUSTABLE SHELF HARDWARE: KNAPE AND VOGT OR APPROVED. NO 80 STANDARDS, NO. 180 BRACKETS, OR AS NOTED. STANDARD FINISH.

6B-4. WOOD DOORS

- A. GENERAL: ASSEMBLE DOORS WITH WATER-RESISTANT GLUE, U.S. COMMERCIAL STANDARD CS-35. USE TYPE 1 GLUE FOR EXTERIOR DOORS, TYPE 11 FOR INTERIOR. PROVIDE RABBETS AND STOPS FOR SECURING GLASS WHERE SAME IS INDICATED. MAKE PROPER PROVISION FOR GRILLES WHERE SHOWN.

- B. SOLID CORE DOORS: MANUFACTURED BY GENERAL PLYWOOD, MANGAL, PAINE, RODDIS, U.S. PLYWOOD OR APPROVED. U.S. COMMERCIAL STANDARD CS-171, GOOD GRADE. PRESERVATIVE TREATMENT PER PARAGRAPH 6B-1-D. DOOR FACING TO BE UNSELECTED ROTARY CUT OAK. VENEER, BOTH SIDES, OR AS SCHEDULED.

- C. FIRE DOORS: B LABEL WHERE SCHEDULED.

- D. HOLLOW CORE DOORS: GENERAL PLYWOOD, MENTAL, U.S. PLYWOOD, GOOD GRADE, VENEERS UNSELECTED ROTARY CUT OAK OR AS SCHEDULED.

6B-5. WOOD SIGNS

B AND BETTER D.F. V.G.; SIZES AND DETAILS AS SHOWN. SEE SIGNS, BUILDING SPECIALTIES, 10-C.

6C-1. GENERAL

- A. WORK IN OTHER SECTIONS: STEEL CONNECTORS.
- B. BUILDING CODES: UNIFORM BUILDING CODE.
- C. GRADING RULES: CONFORM TO U.S. DEPARTMENT OF COMMERCE COMMERCIAL STANDARD CS 253-63. AMERICAN INSTITUTE OF TIMBER CONSTRUCTION STANDARDS FOR DESIGN AND FABRICATION OF STRUCTURAL GLUED AND LAMINATED LUMBER; FURNISH CERTIFICATE OF CONFORMANCE.
- D. SHOP DRAWINGS: SUBMIT PER GENERAL CONDITIONS. MEMBERS DETAILED, FABRICATED AND ERECTED IN ACCORDANCE WITH WWPA STANDARDS FOR GLUED AND LAMINATED TIMBER, CURRENT EDITION.
- E. TESTING AND INSPECTION: MATERIALS TO BE CHECKED PRIOR TO AND DURING LAMINATION BY INDEPENDENT TESTING LABORATORY, PROVIDE CERTIFICATES OF INSPECTION. COSTS FOR TESTING TO BE PAID BY THIS CONTRACTOR (SEE DIVISION K).

6C-2. MATERIALS

DOUGLAS FIR, UBC 1973 COMBINATION 22F  $F_b=2200$  PSI FOR BEAMS AND COMBINATION 24  $F_c=2400$  PSI WHERE SHOWN.

INDUSTRIAL APPEARANCE GRADE.

EXPOSED FACES TO BE SURFACED. VOIDS LARGER THAN ONE INCH TO BE FILLED WITH CLEAR WOOD INSERTS AT BEAMS WHERE EXPOSED. SIZES AND SHAPES AS DETAILED. ALL MEMBERS TO BE NOTCHED, SHAPED AND SIZED IN ACCORDANCE WITH PLANS, WITH PROVISIONS MADE FOR ALL BOLTS AND CONNECTORS. FABRICATOR SHALL COORDINATE CONNECTION DETAILS WITH MANUFACTURER OF FABRICATED CONNECTORS AS SHOWN ON DRAWINGS. CAMBER TO TRUE STRAIGHT LINES, 1-1/4 TIMES DEAD LOAD OR AS INDICATED. MEMBERS TO BE END SEALED.



THERMAL INSULATION  
SECTION 6D  
PAGE 1

6D-1. GENERAL

- A. WORK IN OTHER SECTIONS: RIGID INSULATION AS PART OF BUILT-UP ROOFING. ACOUSTICAL INSULATION.
- B. LABELS: MANUFACTURER'S LABELS REQUIRED ON EACH PIECE OR PACKAGE OF INSULATION.

6D-2. FLEXIBLE INSULATION

- A. MATERIALS: FOIL FACED MINERAL OR GLASSWOOL ENCLOSED IN CONTINUOUS PAPER ENVELOPE. JOHNS-MANVILLE, OWENS-CORNING, U.S. GYPSUM OR APPROVED.
- B. INSTALLATION: IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATION FOR SPECIFIC AREA TO BE INSULATED. PLACE WITH VAPOR BARRIER FACING SPACE TO BE INSULATED. FIT ENDS TIGHT. STAPLE EDGES TO WOOD CONSTRUCTION. PROVIDE 6" STRIP OF VAPORPROOF PAPER OVER JOINTS IN VAPOR BARRIER. PROVIDE INSULATION IN ALL EXTERIOR SURFACES WHERE SHOWN. MINIMUM RESISTANCE FACTOR R-13 AT CEILINGS, FLOORS. SECOND, THIRD FLOOR AND ROOF SOFFITS AS INDICATED.

6D-3. PERIMETER INSULATION

- A. RIGID FOAMBOARD 1" THICK, STYROFOAM SM OR APPROVED AT ALL EXTERIOR BELOW GRADE FOUNDATION WALLS AS DETAILED. ADHESIVE, IF REQUIRED, STYROFOAM #7 OR #11 PER MFR DIRECTIONS.

7A-1. GENERAL

WORK IN OTHER SECTIONS: WOOD CANTS AND BLOCKING; ROOF DECK;  
SHEET METAL. ALTERNATES.

7A-2. MATERIALS

- A. RIGID ROOF INSULATION: URETHANE RIGID FOAMBOARD MIN. 1-3/16" THICK. R=9.09 MIN. U.S.G. CELOTEX, C.P.R., PERMALITE, OWENS-CORNING OR APPROVED.
- B. FELTS: BASE FELTS ASPHALT SATURATED FELT PERFORATED TYPE. J-M, USG OR APPROVED.
- C. ASPHALT: D-312 TYPE SUITED FOR SLOPE.
- D. FASTENERS: TYPE APPROVED FOR DECK.

7A-3. APPLICATION

- A. INSULATION MATERIAL: WOOD DECK - BETWEEN NAILERS @ 24"
  - ONE LAYER ROSIN SIZED SHEATHING PAPER 7 POUNDS
  - ONE LAYER ROOFING FELT 15 POUNDS
  - ONE LAYER INSULATION 1-3/16 INCHES
  - MOP H.M.P. ASPHALT EACH LAYER 25 POUNDS/100 SQ.FT.INSTALL PER MFR'S DIRECTIONS.  
15# ROOFING FELT W/6# SMOOTH BLDG. PAPER OVER, UNDER ALL METAL ROOFING.
- B. ROOFING: GRAVEL SURFACE OVER WOOD DECK; 20 YEAR TYPE. SEE SHEET METAL.
  - SHEATHING PAPER (WOOD DECK) 1 LAYER
  - 3 LAYERS ASPHALT FELTS 3 LAYERS
  - MOPPING BETWEEN FELTS 50 POUNDS
  - SURFACING ASPHALT 60 POUNDS
  - GRAVEL 400 POUNDSMANUFACTURER: U.S.G. DI-A-7 JOHNS-MANVILLE #JM 800P, 801P; FLINTKOTE, PABCO, CERTAINTED OR APPROVED.
- C. BASE FLASHINGS: APPLY 4 PLY FLASHING AT ALL INCLINED SURFACES PER MFR'S SPECIFICATIONS.
- D. SAMPLE: CUT OUT SAMPLE COMPLETE ROOFING WHERE DIRECTED. IF SAMPLE FAILS TO CONFORM TO SPECIFIED REQUIREMENTS, APPLY ADDITIONAL FELTS AND/OR BITUMEN REQUIRED AT CONTRACTOR'S EXPENSE. REPAIR WHERE SAMPLE IS REMOVED.

7A-3. APPLICATION (CONT)

- E. GUARANTEE: UPON COMPLETION, FURNISH, AT OWNER'S COST SHOULD HE SO ELECT, MFR'S GUARANTEE WARRANTING ROOFING AND FLASHINGS WATERTIGHT AGAINST ORDINARY USAGE FOR 20 YEARS. ROOFING CONTRACTOR SHALL MAINTAIN ROOF AND FLASHINGS WATERTIGHT FOR TWO YEARS AND SHALL PROVIDE A WRITTEN GUARANTEE TO THAT EFFECT.

7B-1. PREPARATION OF SURFACES

- A. GENERAL: REPAIR DEFECTIVE SURFACES. BRUSH OFF LOOSE PARTICLES. SURFACES MUST BE THOROUGHLY DRY BEFORE COATINGS ARE APPLIED. CAULK WITH PLASTIC CEMENT AROUND PIPES, ANCHORS AND OTHER ITEMS WHICH PENETRATE WATERPROOFING AND DAMPPROOFING. MAKE COMPLETELY WATERTIGHT.
- B. PROTECTION: PROTECT COATINGS FROM INJURY UNTIL COVERED BY OTHER MATERIALS.
- C. GUARANTEE: MEMBRANE WATERPROOFING SUBJECT TO TWO-YEAR GUARANTEE FROM AND AFTER FINAL ACCEPTANCE OF THE BUILDING.

7B-2. WATERPROOF BARRIER MEMBRANE

RUBBERIZED ASPHALT INTEGRALLY BONDED TO POLYETHYLENE SHEETING; "BITUTHENE" MFR W.R. GRACE & CO. APPLY PER MFR'S DIRECTIONS. PRIME SURFACES; MASTIC ALL SEAMS AND JOINTS; DOUBLE LAYER ALL CORNERS; INSPECT PRIOR TO COVERING; REPAIR ANY DAMAGE. COPPER ARMORED SISALKRAFT 3 OZ. COPPER COATING PER SQUARE FOOT. "DUOKOTE" OR APPROVED. AREAS TO BE COVERED: BASE FLASHING AT BRICK VENEER.

7C-1. GENERAL

- A. WORK IN OTHER SECTIONS: FLASHING OF PIPES AND DUCTS AT ROOF LINE, FAN OPERATED VENTILATING SYSTEMS, EXTERIOR GRILLES AND LOUVRES, INTERIOR ROOF DRAINS, METAL ROOFING.
- B. SHOP PAINTING AND GALVANIZED STEEL: AFTER FABRICATION BUT BEFORE INSTALLATION, CLEAN SURFACES, COAT WITH COPPER SULPHATE SOLUTION. REMOVE COATING AFTER 12 HOURS. PAINT ALL SURFACES ONE COAT APPROVED METAL PAINT. TOUCH UP DAMAGED AREAS WITH SAME MATERIAL AFTER INSTALLATION.
- C. ELECTROLYTIC PROTECTION: WHERE MATERIALS DISSIMILAR IN GALVANIC RANGE ARE IN CONTACT PAINT CONTACT SURFACES WITH BITUMINOUS PAINT OR ALUMINUM METAL MASONRY PAINT.

7C-2. MATERIALS

- A. GENERAL: ALL MATERIALS BEST COMMERCIAL QUALITY, 26 GA. UNLESS NOTED OTHERWISE.
- B. GALVANIZED STEEL: COMMERCIAL PURE OPEN HEARTH, GALVANIZED; TOTAL CONTENT OF THE FIVE METALLOIDS: CARBON, MANGANEZE, SILICON, PHOSPHORUS AND SULPHUR NOT TO BE GREATER THAN 0.10%, SIMILAR TO ASTM A-129-33, TYPE A. 26 GA. UNLESS NOTED.
- C. SOLDER: BEST COMMERCIAL QUALITY, TYPE BEST SUITED TO MATERIAL TO BE SOLDERED.
- D. CAULKING COMPOUND: MANUFACTURED BY ARMSTRONG, PACIFIC PUTTY, PECORA, TREMCO OR APPROVED.
- E. PLASTIC MASTIC: MANUFACTURED BY CAREY, JOHNS-MANVILLE, FLINT-KOTE, PABCO OR APPROVED. TYPE AS RECOMMENDED BY MFR FOR PURPOSE.
- F. REGLETS: MANUFACTURED BY FRY REGLET CORP., SURFACE MOUNTED "EXPAND-O-SEAL."
- G. BRONZE ANODIZED ALUMINUM: .040 OR AS SHOWN, SMOOTH, FASTENINGS ALUMINUM, STAINLESS OR ZINC ALLOY.

7C-3. WORKMANSHIP

- A. GENERAL: LINES, MOULDINGS EDGES SHARP AND TRUE; REINFORCED AS REQUIRED FOR STIFFNESS. ALLOW FOR EXPANSION AND CONTRACTION. JOINTS AND SEAMS NEATLY FORMED AND FINISHED; SURFACES FREE FROM WAVES AND BUCKLES. MAKE EXTERIOR WORK PERMANENTLY WEATHERTIGHT. COORDINATE WITH ROOFING CONTRACTOR TO INSURE COMPLETE INSTALLATION.

7C-3. WORKMANSHIP (CONT)

- B. FLASHING: PROVIDE WHERE SHOWN ON DRAWINGS AND REQUIRED FOR A WEATHERTIGHT JOB. CORNERS SHOP FORMED AND SOLDERED, EXTENDING AT LEAST 1' EACH SIDE OF CORNER. USE CONCEALED FASTENINGS WHEREVER POSSIBLE.
- C. COUNTERFLASHINGS: FORM TO DETAIL IN 8' LENGTHS OF GALVANIZED STEEL. PROVIDE WHEREVER ROOFS INTERSECT VERTICAL SURFACES, ELSEWHERE AS INDICATED. PROVIDE REGLET CONTINUOUS AT ALL VERTICAL SURFACES.
- D. DOWNSPOUTS: 3" Ø GALVANIZED STEEL PIPE. SECURE TO WALL WITH STRAPS PER DETAIL. PROVIDE FOR CONNECTION TO DRAIN PIPES; CAULK AND CEMENT JOINTS NEATLY. PROVIDE STRAINER, REMOVABLE 1/4" MESH 14 GA. WIRE, GALVANIZED, AT EACH OUTLET.
- E. METAL ROOFING: MATERIALS: COATED GALVANIZED STEEL SHEET, FORMED PER DETAIL, FROM 26 GAUGE SHEETS. CLEATS, CLIPS, FASTENINGS REQUIRED. MARWAIS "COLORSTRIP," "COLORKLAD" OR APPROVED. COLOR AS SELECTED. INSTALLATION: FORM TO DETAIL AND IN ACCORDANCE WITH RECOGNIZED SHEET METAL INSTALLATION PRACTICES FOR STANDING SEAM ROOFS. FASCIA, SCUPPERS, GUTTERS TO BE OF SAME MATERIALS. PROVIDE GUTTERS WITH EXPANSION JOINTS AND REINFORCING AT SEAMS. MATERIALS MAY BE FACTORY FORMED OR SHOP FABRICATED. CLEAN, REMOVE STAINS, FOREIGN MATERIALS, MARKS, MATCH COLOR OF ALL FASTENINGS. TO BE CLASS A UBC FIRE-RETARDANT RATED.



7D-1. CAULKING

- A. EXTENT OF WORK IN THIS SECTION: CAULKING OF JOINTS AROUND WINDOW AND DOOR FRAMES AND OTHER OPENINGS IN THE EXTERIOR WALLS, IN WEAKENED PLANE JOINTS AND OTHER SPACES NOTED ON DRAWINGS TO BE CAULKED.

B. MATERIALS

CAULKING COMPOUND FOR USE IN CONTACT WITH WOOD, CONCRETE: "DOW CORNING #780 BUILDING SEALANT," "RUBBER CAULK 5000," 3M BRAND "WEATHERBAN 101" OR APPROVED. MATCH COLOR OF ADJACENT SURFACES UNLESS DIRECTED OTHERWISE.

CAULKING PRIMER: PECORA PAINT COMPANY'S "KLERE-SEAL" LIQUID PRIMER OR APPROVED.

ROPE YARN: RAVELED STRANDS OF NONSTAINING FIBER OR COTTON WICKING.

FOAM CORD: NEOPRENE, BUTYL, POLYETHENE COMPRESSIBLE CORD OR TUBING.

- C. WORKMANSHIP: PREPARATION: SEE THAT JOINTS AND SPACES TO BE CAULKED ARE CLEAN AND DRY. PRIME ALL UNPAINTED SURFACES BEFORE CAULKING. WHERE JOINTS ARE MORE THAN 3/4" DEEP OR WHERE NO SUITABLE BACKSTOP IS PROVIDED, PACK WITH ROPE YARN OR FOAM CORD TO WITHIN 1/2" OF SURFACE. CAULK JOINTS BEFORE FINAL COAT OF FINISH IS APPLIED. APPLY COMPOUND WITH GUN HAVING NOZZLE OF PROPER SIZE AND USE SUFFICIENT PRESSURE TO FILL JOINTS AND VOIDS SOLID. COMPRESS CAULKING BEAD WELL INTO JOINT PRODUCING A SMOOTH CONCAVE FINISH RECESSED 1/4". SUPERFICIAL POINTING WITH SKIN BEAD NOT ACCEPTED. REMOVE EXCESS COMPOUND AND LEAVE SURFACES NEAT, SMOOTH AND CLEAN.

GLASS AND GLAZING  
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8A-1. GENERAL

- A. LABELS: MFR'S LABELS, SHOWING STRENGTH AND QUALITY REQUIRED ON EACH PIECE OF GLASS, EXCEPT WHERE CUTTING MAKES THIS REQUIREMENT IMPOSSIBLE. DELIVER PUTTY AND GLAZING COMPOUND IN ORIGINAL CONTAINERS, MFR'S LABELS THEREON.
- C. GLASS SIZES AND THICKNESSES: SIZES SHOWN ON DRAWINGS ARE NORMAL OR APPROXIMATE ONLY. OBTAIN EXACT SIZES ON BUILDING OR FROM MANUFACTURER OF DOORS AND SASH IN WHICH GLASS IS TO BE SET. SPECIFIED THICKNESSES ARE SUBJECT TO NORMAL COMMERCIAL TOLERANCES.

8A-2. MATERIALS

- A. MANUFACTURER: LIBBY-OWENS-FORD, PITTSBURGH PLATE GLASS. AMERICAN SATINT-GOBAIN, MISSISSIPPI OR APPROVED.
- B. CLEAR WINDOW GLASS:
  - 1. SHEET GLASS "B" QUALITY, DOUBLE STRENGTH, 3/16" HEAVY SHEET AS SHOWN.
  - 2. TEMPERED GLASS, 1/4" CLEAR TUF-FLEX, HERCULITE OR APPROVED.
  - 3. BRONZE TINTED: 3/16" SOLARBRONZE, PARALLEL-O-BRONZE OR APPROVED.
- C. PUTTY AND GLAZING: MFR BY ARMSTRONG, PACIFIC PUTTY, PECORA OR APPROVED.

8A-3. WORKMANSHIP

- A. PREPARATION: SEE THAT RABBETS AND STOPS ARE PRIMED, CLEAN AND DRY BEFORE GLAZING.
- B. GLAZING: CUT GLASS TO FIT OPENING WITH EVEN CLEARANCE ALL AROUND. AT LEAST 1/4" OF GLASS TO BE CONCEALED ON ALL EDGES. USE GLAZING COMPOUND WITHOUT ADULTERATION. SET CLEAN WINDOW GLASS WITH ALL WAVES RUNNING HORIZONTALLY. AFTER GLAZING IS COMPLETED, CLEAN EXCESS COMPOUND FROM GLASS AND SURROUNDING SURFACES.
- C. DOORS, SASH AND FRAMES EQUIPPED WITH STOPS: BED GLASS IN GLAZING COMPOUND; SET STOPS NEATLY WITHOUT DEFACEMENT.

88-1. GENERAL

- A. WORK IN OTHER SECTIONS: GLASS AND GLAZING; CAULKING; STRUCTURAL STEEL FRAMING.
- B. SHOP DRAWINGS: PER SPECIAL CONDITIONS.
- C. SAMPLES: SUBMIT METAL FINISHES FOR APPROVAL.
- D. PROTECTIVE COATINGS: WHERE DISSIMILAR MATERIALS IN GALVANIC RANGE ARE IN CONTACT, COAT SURFACES WITH BITUMINOUS PAINT OR PRESSURE-SENSITIVE TAPE AND COAT WITH ALUMINUM METAL MASONRY ALL AREAS IN CONTACT WITH MASONRY OR CONCRETE. PROTECT AGAINST DAMAGE DURING CONSTRUCTION; REPLACE ANY DAMAGED ITEMS AT NO COST TO OWNER.

88-2. ALUMINUM FRAME SYSTEM

A. MATERIALS:

(1) ALUMINUM FRAMES: EXTRUDED ALUMINUM SHAPES 6063-T5 ALLOY TO HAVE SHARP DEFINED LINES WITH NONSTRETCH VINYL GLAZING SYSTEM; FINISH TO BE MEDIUM BRONZE ANODIZED COLOR ALUMINUM. 1-3/4" SIGHTLINES. COORDINATE WITH STEEL REINFORCING ARCADIA OR APPROVED.

(2) TUBULAR DOORS:

- (a) NARROW STILES AND RAILS OF EXTRUDED ALUMINUM MINIMUM 1/8" THICK. JOIN STILES AND RAILS WITH BOLTS, REINFORCED CORNERS. EXTEND BOLTS ENTIRE LENGTH OF TOP AND BOTTOM RAILS ENGAGING STILES AT CORNERS. GLAZING BEAD FROM EXTRUDED VINYL.
- (b) WEATHERSTRIP TO BE REPLACEABLE, PILE TYPE, PROVIDE AT HEADS, JAMBS, SILLS OF EXTERIOR DOORS. SILLS TO BE ADJUSTABLE FOR WEAR.
- (c) MORTISE, REINFORCE, DRILL AND TAP AS REQUIRED FOR HARDWARE, REINFORCE FOR SURFACE HARDWARE. PUSH-PULL HARDWARE TO BE 38-500 WITH MEDIUM BRONZE COLOR ANODIZED ALUMINUM.
- (d) MFG. ARCADIA, NORTHRUP ARCHITECTURAL SYSTEMS OR APPROVED.

(3) SLIDING DOORS: ARCADIA #800 SERIES, #811 WITH 4-3/4" FRAME, MEDIUM BRONZE ANODIZED. TO HAVE STANDARD KEY LOCKS.

88-3. WINDOWS

EXTRUDED ALUMINUM; MEDIUM BRONZE ANODIZED FINISH, 1-1/2" DEEP; TRIM SECTION, NAILING FLANGE, SECTIONS AS DETAILED. SQUARE EXTRUDED GLAZING BEAD. MERCER 1.5.0-T, FENTRON OR APPROVED.

88-4. INSTALLATION

SELECT MATERIALS FOR MATCHING COLOR, TEXTURE AND FINISH.  
EDGES, CORNERS AND ANGLES TO BE CLEAN, SHARP AND SQUARE  
WITH TIGHT HAIRLINE JOINTS. EXPANSION AND CONTRACTION OF  
EXTRUDED ALUMINUM COMPONENTS SHALL BE PROVIDED.

8D-1. GENERAL

- A. WORK IN OTHER SECTIONS: FINISH PAINTING, FINISH HARDWARE.
- B. SHOP DRAWINGS: SUBMIT IN ACCORDANCE WITH "GENERAL CONDITIONS" AND "SPECIAL CONDITIONS." SHOW DETAILS OF REINFORCEMENT, CUT OUTS, JOINTS, WELDS, ANCHORING AND ALL OTHER PERTINENT ITEMS.
- C. SHOP PAINTING: ONE COAT APPROVED METAL PRIMER APPLIED TO CHEMICALLY CLEANED SURFACES.
- D. FIRE LABELS: PROVIDE UNDERWRITERS' LABELS FOR DOORS AND FRAMES WHERE AND OF CLASS NOTED.
- E. MANUFACTURER: AEINA STEEL PRODUCTS, GRAND METAL PRODUCTS, M. REUTER & SON, STEELCRAFT, FENESTRA, AMWELD OR APPROVED.

8D-2. MATERIALS

SHEET STEEL. FIBERBOARD, CORK, GLASS OR ROCK WOOL INSULATION STANDARD WITH MFR. FRAME ANCHORS CRIMPED STEEL FOR MASONRY. CONFORM TO COMMERCIAL STANDARD CS 242-62 OR PS4-66.

8D-3. WORKMANSHIP

EXECUTE IN STRICT ACCORDANCE WITH BEST STEEL CABINET CRAFTSMANSHIP. CUT, PUNCH, FORM AND MITRE TO HAIRLINE MEASUREMENTS. MAKE EXPOSED JOINTS PRACTICALLY INVISIBLE. USE WELDING WHEREVER POSSIBLE IN PREFERENCE TO SCREWS, BOLTS AND NUTS. FINISHED WORK SMOOTH AND TRUE, FREE FROM WAVES AND BUCKLES.

8D-4. PROVISION FOR HARDWARE; GENERAL

MORTISE, REINFORCE, TAP DOORS AND FRAMES TO TEMPLATE FOR HARDWARE; REINFORCE FOR SURFACE HARDWARE. PROVIDE PLASTER GUARDS AT STRIKE POCKETS. CONFORM TO STANDARDS OF HARDWARE MFR EXCEPT AS MODIFIED HEREIN. WELD REINFORCE FOR BUTTS AND PIVOTS WITH 3/16" THICK STEEL SECTION FULL WIDTH OF FRAME AND DOOR MINIMUM 12" LONG. PROVIDE REINFORCEMENT FOR DOOR CLOSERS WHETHER OR NOT CLOSERS ARE SCHEDULED.

8D-5. DOORS

FLUSH TYPE, 18 GAUGE STEEL SHEETS BOTH SIDES. REINFORCE WITH FORMED STEEL SECTIONS 6" APART, FULL HEIGHT OF DOOR. CONTINUOUS STIFFNER CHANNELS AT TOPS AND BOTTOMS, WELDED TO SIDE PLATES. REINFORCE EDGES AT TOPS AND SIDES. FINISH FLUSH. FILL SPACES BETWEEN REINFORCEMENTS COMPLETELY FULL OF INSULATION. PROVIDE ASTRAGALS FOR PAIRS OF DOORS, UNLESS OTHERWISE SHOWN.

8D-6. FRAMES

COMBINATION TYPE BUCK, FRAME AND INTEGRAL TRIM. FORM OF 16 GAUGE STEEL TO PROFILES INDICATED. MITRE CORNERS; AMWELD 400 INTER-LOK, 600 DRY WALL, FENESTRA FEN-DRY OR APPROVED.

8D-7. LOUVERS

18 GAUGE STEEL, STATIONARY TYPE, DESIGN STANDARD WITH DOOR MANUFACTURER. INSECT SCREEN, 16 MESH GALVANIZED STEEL SCREEN ON EXTERIOR DOORS. TENON OR WELD FINS TO FRAME; BUILD ENTIRE ASSEMBLY INTO DOOR.



98-1. GENERAL

- A. WORK IN OTHER SECTIONS: FRAMING, BLOCKING AND FURRING TO RECEIVE GYPSUM WALLBOARD, FOAMBOARD INSULATION.
- B. CONFORM TO BUILDING CODE REQUIREMENTS.

98-2. MATERIALS

- A. GYPSUM WALLBOARD: BESTWALL, CELOTEX, KAISER, JOHNS-MANVILLE, PABCO, NATIONAL GYPSUM, U.S. GYPSUM OR APPROVED. 1/2" TAPERED EDGE TYPE. 5/8" TAPERED TYPE, 1 HOUR FIRE RATED. SEE ROOM FINISH SCHEDULE FOR LOCATIONS OF MOISTURE RESISTANT BOARD.
- B. METAL TRIM: AT EXTERNAL CORNERS, "BEADDEX," "PERF-A-BEAD," "DURA-BEAD" OR APPROVED AS REQUIRED. AT EXPOSED EDGES, U.S. GYPSUM CASING BEAD NO. 200-B OR APPROVED.

98-3. APPLICATION

- A. TAPERED EDGE TYPE: APPLY IN MAXIMUM LENGTHS WITH MODERATE CONTACT TO ADJACENT SHEETS. NAIL WITH 6d, 13 GA., 1-7/8" LONG FLAT HEAD DIAMOND POINT NAILED SPACE NOT LESS THAN 3/8" FROM EDGES AND ENDS. SPACE 5"-7" ON CEILINGS, 6"-8" ON WALLS. ALL CUT OR MILL ENDS OF WALLBOARD TO OCCUR OVER NAILING MEMBERS. JOINT TREATMENT TO CONSIST OF JOINT OR BEDDING CEMENT, FINISHING CEMENT AND REINFORCING TAPE, IN ACCORDANCE WITH MFR'S DIRECTIONS. FEATHER EDGE JOINT CEMENT BEYOND TAPE UNTIL SEAM IS 8" TO 10" WIDE. WHEN DRY, SMOOTH LIGHTLY WITH SANDPAPER. FILL NAIL HEAD INDENTATIONS WITH COATS OF JOINT CEMENT. SANDPAPER SMOOTH. TAPING REQUIRED BEHIND ALL ACOUSTICAL TILE. LIGHT SPRAY STIPPLE FINISH ON ALL WALLS AND CEILINGS WHERE NO OTHER FINISHED MATERIAL IS SPECIFIED.
- B. SOUND WALLS: INSTALL PER DETAILS AND MFR'S DIRECTION TO PROVIDE COMPLETE ASSEMBLY. GYPSUM BOARD WITH JOINTS STAGGERED; ACOUSTICAL INSULATION IN WALL; CAULK ALL JOINTS AT EDGES AND JOINTS TO OTHER SYSTEMS TO PROVIDE ACOUSTICAL SEAL. TWO LAYER CONSTRUCTION WHERE SHOWN.

GYPSUM WALLBOARD  
SECTION 9B  
PAGE 2

9B-3. APPLICATION (CONT)

- C. CAULKING: PLASTIC SEALER NO. 579-64 MFR BY PRESTITE DIVISION OF INTERCHEMICAL OR APPROVED. PROVIDE CONTINUOUS 3/8" ROUND BEADS TO SEAL JOINTS ADJACENT TO MASONRY AND CONCRETE SURFACES OR APPROVED VINYL TRIM USGP 1.
- D. OPTION: PLASTIC VENEER, HARD COAT WALL SYSTEM MAY BE BID IN LIEU OF GYPSUM WALLBOARD SYSTEM PROVIDED SYSTEMS ARE APPROVED BY ARCHITECT PRIOR TO BIDDING PER SPECIAL CONDITIONS AND TO COMPLY WITH U.B.C. FIRE RATING AND STRUCTURAL REQUIREMENTS AND ACOUSTICAL RATING.

9C-1. GENERAL

- A. WORK IN OTHER SECTIONS: FINISH FLOORS UNDER FLOOR COVERING; THRESHOLD WHERE NOTED ON DRAWINGS.
- B. AREAS TO BE COVERED: COUNTERTOPS AND BACKSPASHES; ROOMS OR SPACES SCHEDULED TO HAVE FLOOR COVERING. COVER FLOORS OF CLOSETS OPENING OFF THESE SPACES WITH SAME MATERIAL.
- C. WHERE BASE IS SCHEDULED: PROVIDE AROUND ENTIRE PERIMETER OF ROOM OR SPACE. INCLUDE FREE STANDING COLUMNS, PILASTERS AND OTHER PROJECTIONS.
- D. DELIVERY AND STORAGE OF MATERIAL: DELIVER IN UNBROKEN PACKAGES, MFR'S ORIGINAL LABELS THEREON. UNROLL SHEET MATERIAL AND LAY ON FLOOR, STACK TILE IN ROOMS HAVING A TEMPERATURE OF NOT LOWER THAN 70 DEGREES F. FOR 48 HOURS BEFORE LAYING. MAINTAIN TEMPERATURE DURING LAYING.
- E. COLORS AND PATTERNS: WILL BE SELECTED FROM STANDARD LINES NOT INCLUDING SPECIAL COLORS AND PATTERNS.

9C-2. MATERIALS

- A. RUBBER BASE: "TOP-SET" TYPE, COLOR AS SELECTED; BURKE, ARMSTRONG OR APPROVED. FACTORY FORMED CORNERS 4" HIGH.
- B. CARPET BASE: BURKE OR APPROVED; COLOR AS SELECTED.

9C-3. INSTALLATION

- A. PREPARATION OF SURFACES: PUT IN PROPER CONDITION FOR INSTALLATION OF COVERING. REMOVE GREASE, DIRT, OTHER FOREIGN SURFACES. COAT SURFACES BEHIND BASES WITH PRIMER-SEALER. INSTALL IN STRICT ACCORDANCE WITH MFR'S PRINTED DIRECTIONS.
- B. FINISHING: AFTER FLOOR COVERING AND BASES HAVE SET SUFFICIENTLY, WASH WITH NEUTRAL CLEANER. LEAVE SURFACES CLEAN, SMOOTH, FREE FROM WAVES, BUCKLES, CRACKS AND PROJECTING EDGES.

9C-3. INSTALLATION (CONT)

- C. EDGING STRIPS: PROVIDE WHEREVER EDGES OF COVERING ARE EXPOSED EXCEPT WHERE THRESHOLDS ARE SCHEDULED.

9C-4. COUNTERTOPS

- A. MATERIALS: FORMICA, TEXTOLITE, MICARTA, CONSOWELD, NEVAMAR OR APPROVED. LEATHER GRAIN TEXTURE AND SOLID COLOR SERIES. COLOR AS SELECTED, MATTE OR SUEDE FINISH. ADHESIVES IN ACCORDANCE WITH MFR'S RECOMMENDATIONS.
- B. INSTALLATION: PUT SURFACES IN PROPER CONDITION FOR INSTALLATION OF COVERING. REMOVE GREASE, DIRT AND OTHER FOREIGN SURFACES. COAT SURFACES WITH PRIMER-SEALER. INSTALL IN STRICT ACCORDANCE WITH MFR'S PRINTED DIRECTIONS.

MOVABLE PARTITIONS AND DIVIDERS  
SECTION 9D  
PAGE 1

9D-1. WORK IN OTHER SECTIONS: LIGHTING STANDARDS, ADJUSTABLE SHELVING, ALTERNATES.

9D-2. MATERIALS

A. 1/2" SOUND DEADENING BOARD; KAISER, U.S.G. 1/2" D.F. PLYWOOD C-C GRADE, CUSTOM GRADE OAK HARDWOOD AS DETAILED. STAIN AND VARNISH FINISH (SPEC.). METAL FASTENERS, PLATED FINISH, THREADED HEX NUTS AND FINISH WASHERS; ADJUSTABLE SHELF STANDARDS, KV #80.

B. COVERING

(1) CARPET: TUFFED NYLON ON POLYPROPYLENE BACKING TO BE APPLIED WITH WATER SOLUBLE OR VINYL ADHESIVE PER MFR'S INSTRUCTIONS; TO INSURE TIGHT BUTT SEAMS AND NAP IN SAME DIRECTION. 5/64" GAUGE TUFFED LEVEL LOOP, 100% NYLON 6/32" PILE HEIGHT FIRE RETARDANT BACKING. FLAME SPREAD 30 NRC .25-.35; TOTAL WEIGHT 36 OZ. "SOFTWALL" WALLCRAFT OR APPROVED. COLOR AS SELECTED.

(2) CORK: NATURAL CORK BONDED OVER FABRIC BACKING, ADHESIVE MOUNT PER MFR'S DIRECTIONS. "CORLAP" FIBER BACKED 1/16" THICK, "NATURAL BLACK," MFR. CLARIDGE PRODUCTS OR APPROVED.

9D-3. CONSTRUCTION

FABRICATE PANELS, UNITS, SIZES AND NUMBERS SHOWN USING LATEX BASED OR APPROVED ADHESIVE LAMINATE PANELS, SECURE COVERINGS. WOOD STAIN AND VARNISH FINISH. ASSEMBLE UNITS TOGETHER AT SITE. VERIFY LOCATIONS AS DIRECTED.

9E-1. GENERAL

- A. WORK IN OTHER SECTIONS: STRUCTURAL FLOORS AND WALLS BELOW AND BACK OF TILE. DAMPPROOFING UNDER TILE.
- B. TILE COLORS AND PATTERNS: SELECTED BY ARCHITECT FROM MFR'S STANDARD COLORS AND PATTERNS.
- C. GRADE: ALL TILE STANDARD GRADE, NO SECONDS ACCEPTED. U.S. DEPT. OF COMMERCE S.P.R. R61. FURNISH EVIDENCE THAT TILE IS OF TYPE AND GRADE SPECIFIED TO ARCHITECT.
- D. EXTENT OF TILE WORK: WALLS AND FLOORS AS SCHEDULED. WHERE TILE BASE IS SCHEDULED, PROVIDE AROUND ENTIRE PERIMETER OF ROOM OF SPACE. PROVIDE ALL REQUIRED CORNERS, COVES, RETURNS, ETC., UNLESS OTHERWISE DETAILED TO PRODUCE A NEAT AND FINISHED JOB.
- E. SAMPLES: FURNISH SAMPLES OF EACH TILE SELECTED FOR APPROVAL BEFORE PLACING ORDER.
- F. GUARANTEE: CONTRACTOR SHALL AND HEREBY DOES GUARANTEE ALL CERAMIC TILE WORK AGAINST DEFECTIVE MATERIAL AND WORKMANSHIP FOR FIVE YEARS AFTER FINAL ACCEPTANCE OF THE BUILDING. CONTRACTOR SHALL REPLACE WITHOUT COST TO THE OWNER ANY SUCH DEFECTIVE WORK DURING THE GUARANTEE PERIOD.

9E-2. MATERIALS

- A. CERAMIC MOSAIC FLOOR TILE: 1/2" THICK 3"x6" GLAZED BROWN CERAMIC BODIES, DRY PRESSED, DENSE, MODIFIED SQUARE EDGE, WITH LUGS ALL SIDES TO GIVE 3/32" JOINT WIDTH. WALL TILE TO BE SMOOTH GLAZE; FLOOR TILE TO BE TEXTURED GLAZE. COLOR AS SELECTED. "FRANCISCAN TERRA GRANDE" MFR INTERPACE OR APPROVED.
- B. SPECIAL SHAPES: PROVIDE CORNERS, COVES AND BULL NOSES AS SHOWN OR REQUIRED FOR COMPLETE INSTALLATION. MATCH SIZE OF ADJACENT WALL OR FLOOR TILE FOR STRAIGHT JOINTS.
- C. GROUT: TO BE COLORED, NONSANDED PRODUCT, "CUSTOM BUILDING PRODUCTS" OR APPROVED.
- D. CAULKING COMPOUND: SILICONE BASE, DOW CORNING #785; G.E., OR APPROVED.
- E. WATERPROOFING: HORN'S "HYDRATITE PLUS," MASTER BUILDERS "O.M.," TRUSCON "MORTITE," OR APPROVED. ADD 2 POUNDS PER SACK OF CEMENT USED IN POINTING MORTAR IN ALL LOCATIONS.

9E-3. TILE SETTING

- A. SETTING BED METHOD: THIN SET OVER CONCRETE FLOOR. USE EPOXY MORTAR SETTING BED; SPEC. AAR-11, 1/16" TO 1/8" THICK. GROUT JOINTS WITH EPOXY GROUT, SPEC. UG-11. PROVIDE HALF HARD WHITE BRASS HEAVY TOP TERRAZZO STRIP WHERE EDGE OF TILE IS EXPOSED OR ABUTTS OTHER MATERIALS.
- B. LAYOUT: WHERE POSSIBLE, LAYOUT WORK SO THAT NO TILE LESS THAN HALF SIZE OCCURS. ALIGN JOINTS IN WALL TILE VERTICALLY AND HORIZONTALLY. FLOOR JOINTS TO ALIGN AND BE AT RIGHT ANGLES AND PARALLEL TO WALL TILE AND JOINTS. PROVIDE EXPANSION JOINTS ONLY WHERE DIRECTED.
- C. POINTING: FINISH TILE JOINTS TO BE TRUE AND EVEN IN COLOR. IRREGULAR JOINTS AND POINTING COLOR WORK WILL NOT BE ACCEPTED.



9F-1. GENERAL

- A. WORK IN OTHER SECTIONS: SHOP COATS ON FERROUS METALS, PAINTING OF MECHANICAL AND ELECTRICAL EQUIPMENT AND ACCESSORIES UNLESS NOTED IN SCHEDULE FOR PAINT.
- B. DELIVERY AND STORAGE OF MATERIAL: DELIVER IN UNBROKEN PACKAGES, MFR'S ORIGINAL LABELS THEREON.
- C. CONDITION OF SURFACES: SEE THAT SURFACES ARE IN FIT CONDITION FOR APPLICATION OF FINISH. ACCEPTANCE OF SURFACE INDICATES PAINTER'S RESPONSIBILITY FOR FINISH APPLIED THERETO. DO NO OUTSIDE WORK DURING DAMP OR FREEZING WEATHER, OR UNTIL SURFACES HAVE THOROUGHLY DRIED FROM EFFECTS OF SUCH WEATHER. SEE THAT PROPER TEMPERATURES ARE MAINTAINED FOR INSIDE WORK. DO NO WORK WHEN DUST OR INSECTS ARE PRESENT.
- D. EXTENT OF WORK: NO EXPOSED SURFACE LEFT UNFINISHED UNLESS SPECIFICALLY SO INDICATED. DO NOT PAINT ITEMS HAVING FACTORY FINISH OR NONFERROUS METALS UNLESS SPECIFICALLY MENTIONED IN PAINTING SCHEDULE.
- E. PROTECTION OF FINISHED WORK: USE TARPAULINS OR DROP CLOTHS WHEN WORKING ABOVE OR ADJACENT TO FINISHED WORK. CLEAN PAINT SPLATTERS AND STAINS FROM FINISHED SURFACES. TAKE CARE TO PREVENT FIRE.
- F. SAMPLES: PROVIDE SAMPLES OF EACH COLOR AND TEXTURE REQUIRED ON COLOR SCHEDULE FOR APPROVAL BEFORE ANY PAINTING OR FINISHING IS STARTED. SAMPLES TO BE SUBMITTED ON SAME MATERIAL TO WHICH PAINT WILL BE APPLIED.

9F-2. APPLICATION

- A. WORKMANSHIP: HIGHEST QUALITY, PERFORMED BY SKILLED MECHANICS TO ARCHITECT'S SATISFACTION. SANDPAPER INTERIOR SURFACES EXCEPT CONCRETE, MASONRY AND PLASTER BETWEEN COATS. SPREAD MATERIAL EVENLY WITHOUT RUNS OR SAGS.
- B. PREPARATION OF SURFACES: BEFORE PAINTING REMOVE OR PROVIDE AMPLE PROTECTION FOR HARDWARE, ACCESSORIES, PLATES, LIGHTING FIXTURES AND SIMILAR ITEMS. REPLACE SAME UPON COMPLETION. REMOVE DOORS IF NECESSARY TO PAINT EDGES. USE ONLY SKILLED MECHANICS FOR REMOVING AND REINSTALLING ABOVE ITEMS. WHERE PAINTED LETTERS ARE TO BE APPLIED TO GLASS, CLEAN GLASS THOROUGHLY BEFORE DOING LETTERING.

9F-2. APPLICATION (CONT)

- C. WOOD: SANDPAPER SMOOTH; THEN DUST OFF. SHELLAC SAP AND KNOTS. AFTER PRIME OR STAIN COAT HAS BEEN APPLIED, FILL HOLES AND CRACKS WITH PUTTY OR PLASTIC WOOD. FOR NATURAL FINISH, COLOR PUTTY TO MATCH WOOD.
- D. NONGALVANIZED STEEL AND IRON: REMOVE GREASE, RUST, SCALE AND DUST. TOUCH UP DAMAGED AREAS IN SHOP COAT. WHERE SHOP COAT IS ASPHALT BASE PAINT, APPLY ONE COAT POLYVINYL ACETATE SEALER BEFORE PROCEEDING WITH FINISH COATS HEREINAFTER SPECIFIED.
- E. CONCRETE AND MASONRY: COMPLETELY REMOVE ALL TRACES OF FORM OIL, CURING COMPOUNDS, DIRT, DUST AND EFFLORESCENCE BEFORE APPLYING FINISH.
- F. PLASTER AND GYPSUM BOARD: TEST SURFACE FOR MOISTURE CONTENT. IF LESS THAN 9% PROCEED AS DEFINED IN SCHEDULE. IF OVER 9%, SUBMIT PROCEDURE TO ARCHITECT FOR APPROVAL.
- G. DOORS: FINISH BOTH FACES, TOP, BOTTOM AND ALL EDGES OF DOORS AS SCHEDULED.
- H. DEFECTIVE WORK: REFINISH AT CONTRACTOR'S EXPENSE. COORDINATE REPAIR OF WORK DAMAGED DURING CONSTRUCTION; LEAVE IN FIRST-CLASS CONDITION.

9F-3. MATERIALS

- A. PAINTS: HIGHEST QUALITY, MANUFACTURED BY FULLER, IVERSON PATNTS, NATIONAL LEAD, PITTSBURGH, PRATT & LAMBERT, SHERWIN-WILLIAMS, BENJAMIN MOORE OR APPROVED.
- B. STAINS: OLYMPIC STAINS OR APPROVED.
- C. MATERIAL LIST: SUBMIT COMPLETE LIST OF MATERIALS USED ON PROJECT WITH COLOR NUMBER AND NAME FOR MAINTENANCE REFERENCE AND USE.
- D. PROPRIETARY PRODUCTS: MIX AND THIN IN ACCORDANCE WITH MFR'S PRINTED DIRECTIONS.

9F-4. PAINTING AND FINISHING SCHEDULE

- A. EXTERIOR FERROUS METAL: TWO COATS STEEL SASH PAINT OVER ONE COAT ZINC CHROMATE PRIME.
- B. EXTERIOR WOODWORK: TWO COATS OLYMPIC STAIN, FIRST COAT BEFORE ERECTION.
- C. EXTERIOR MASONRY: SCHEDULED FOR SEALER: CLEAR 5% SILICONE WATER REPELLENT; 1 COAT THOMPSON'S WATERSEAL, FULLERS 289.00 OR APPROVED.
- D. INTERIOR FERROUS METAL: ONE COAT ZINC CHROMATE PRIMER; TWO COATS PREPARED PAINT.
- E. GYPSUM BOARD AND PLASTER: ONE COAT PVA PRIMER-SEALER; ONE COAT SATIN OR EGG SHELL ENAMEL, STIPPLE FINISH.
- F. INTERIOR WOODWORK AND DOORS: SCHEDULED FOR STAIN AND VARNISH: ONE COAT OLYMPIC STAIN OR REZ CLEAR SEALER; ONE COAT GLOSS POLYURETHANE VARNISH; ONE COAT SATIN POLYURETHANE VARNISH. SCHEDULED FOR PAINT: ONE COAT WOOD PRIMER; ONE COAT ENAMEL UNDERCOATER; ONE COAT ENAMEL, SEMIGLOSS.
- G. INTERIOR SIDING: 1 COAT STAIN; 1 COAT SATIN POLYURETHANE VARNISH.
- H. INTERIOR CABINETS AND SHELVING: EXPOSED SURFACES INCLUDING BOTH FACES AND ALL EDGES OF DOORS AND OPEN SHELVING: ONE COAT OLYMPIC STAIN OR REZ CLEAR SEALER; ONE COAT GLOSS POLYURETHANE VARNISH; ONE COAT SATIN POLYURETHANE VARNISH. CONCEALED SURFACES: TWO COATS VARNISH. APPLY ONE HEAVY COAT VARNISH TO BACKS AND SIDES OF CABINETS AGAINST FLOORS OR WALLS.
- I. EPOXY POLYESTER ENAMEL: ONE COAT SPEED HIDE PRIME 6-71 OR 6-1 AS RECOMMENDED. TWO COATS PITT-GLAZE ENAMEL - SEMIGLOSS FINISH; PRATT & LAMBERT "PALGARD EPOXY," DESCO "ARMITE" OR APPROVED.
- J. MECHANICAL AND ELECTRICAL WORK: ALL EXPOSED PIPING AND DUCT-  
WORK IN FINISHED SPACES, ONE COAT ZINC CHROMATE PRIMER; TWO COATS PREPARED PAINT. INSIDE DUCTS AND BASEBOARD CONVECTORS WHERE VISIBLE, ONE COAT DULL BLACK.
- K. TRAFFIC MARKINGS: AS SHOWN; VERIFY LAYOUT. MINIMUM 2 COATS TRAFFIC LINE PAINT, TRUE, SHARP LINES, MINIMUM 4" WIDE, WHITE.

9G-1. GENERAL

- A. DEFINITIONS: TYPES OF ACOUSTIC MATERIALS, TYPES OF MOUNTING, FLAME RESISTANCE AND NOISE REDUCTION COEFFICIENTS HEREINAFTER SPECIFIED REFER TO STANDARDS OF ACOUSTICAL MATERIALS ASSOCIATION, 59 EAST 55 STREET, NEW YORK, NEW YORK; BULLETIN NO. XXVII, 1967.
- B. MATERIALS AND MAINTENANCE: FURNISH TEN ADDITIONAL PIECES OF EACH ACOUSTIC TILE FOR MAINTENANCE PURPOSES. DELIVER TO OWNER WHERE DIRECTED.

9G-2. MATERIALS

- A. ACOUSTICAL TILE: TEXTURED ARMSTRONG, U.S.G., ACOUSTICELOTEX, "COLOMAR," "GLACIER" OR APPROVED, 12"x12"x3/4" CLASS A FLAME SPREAD, NOISE REDUCTION COEFFICIENT NOT LESS THAN 0.60. LIGHT REFLECTION NOT LESS THAN 0.70. SQUARE EDGE ADHESION MOUNTING.

10A-1. FINISH HARDWARE

- A. WORK IN OTHER SECTIONS: CABINET HARDWARE INSTALLED UNDER MILLWORK.
- B. WORK INCLUDED IN THIS SECTION: ALL OTHER HARDWARE REQUIRED FOR PROPER OPERATION, FASTENING AND LOCKING OF MOVABLE PARTS SHOWN ON DRAWINGS, WHETHER OR NOT LISTED IN SCHEDULE.
- C. MANUFACTURERS: HARDWARE OF EQUAL SIZE, WEIGHT, TYPE, FINISH, FUNCTION AND SIMILAR APPEARANCE BY APPROVED MANUFACTURERS WILL BE ACCEPTED IN LIEU OF THOSE SCHEDULED. SUBMIT SEVEN DAYS PRIOR TO BIDDING. FINAL APPROVAL RESTS WITH THE ARCHITECT. SUBMIT FOUR COPIES OF CONTRACT HARDWARE SCHEDULE LISTING NUMBERS SPECIFIED OR EQUIVALENT NUMBERS FOR ALL ITEMS. OBTAIN ARCHITECT APPROVAL BEFORE PROCEEDING. APPROVAL OF SCHEDULE DOES NOT RELIEVE CONTRACTOR OF RESPONSIBILITY FOR FURNISHING ALL NECESSARY HARDWARE.
- D. CODES: ALL HARDWARE SHALL COMPLY WITH APPLICABLE STATE FIRE AND BUILDING CODES.
- E. INSTALLATION: GENERAL CONTRACTOR TO INSTALL AS PER MANUFACTURER'S DIRECTIONS ALL FINISHED HARDWARE FOR PROPER OPERATION, FASTENING AND LOCKING OF ALL MOVABLE PARTS. SHOWN ON DRAWINGS AND AS CALLED FOR IN THE SCHEDULE. PROVIDE COMPLETE APPROVED SCHEDULE AND MFR INSTALLATION INSTRUCTIONS WITH HARDWARE PROPERLY MARKED AND LABELED.
- F. PERFORMANCE: ALL FINISH HARDWARE TO PERFORM SMOOTHLY, QUIETLY AND IN ACCORDANCE WITH MFR'S SPECIFICATIONS AND STANDARDS. SHOULD ANY DEFECTS OR FAILURES OCCUR DURING THE ONE-YEAR GUARANTEE AFTER ACCEPTANCE THIS CONTRACTOR SHALL ADJUST, REPAIR OR REPLACE ALL FINISH HARDWARE.
- G. KEYING: KEY LOCKS AS DIRECTED. MASTER KEY IN FOUR GROUPS WITH GRAND MASTER KEYING. FURNISH TWO KEYS FOR EACH LOCK; SIX EACH MASTERKEYS. SEND KEYS TO ARCHITECT BY REGISTERED MAIL.
- H. TEMPLATE HARDWARE: FURNISH TO MANUFACTURERS OF VARIOUS DOORS, BLUEPRINTS, TEMPLATES REQUIRED FOR FABRICATION PURPOSES NOT LATER THAN TWO WEEKS AFTER APPROVAL OF HARDWARE SCHEDULE.



10A-1. FINISH HARDWARE (CONT)

- I. FASTENINGS: PROVIDE NECESSARY SCREWS, BOLTS AND FASTENINGS ~~REQUIRED~~ TO ANCHOR AND POSITION HARDWARE, INCLUDING EXPANSION SHIELDS, SEX BOLTS, TONGUE BOLTS AND ANCHORS.
- J. DISTRIBUTOR: HARDWARE TO BE FURNISHED DIRECT BY FACTORY AUTHORIZED DISTRIBUTOR.
- K. HARDWARE LIST IS FROM THE FOLLOWING MANUFACTURERS' CATALOGS:

<u>ITEM</u>	<u>SYMBOL</u>	<u>MANUFACTURER</u>
FLOOR CLOSERS, PIVOTS, THRESHOLDS	RX	RIXSON
PANICS, MULLIONS	VD	VON DUPRIN
LOCKS, CYLINDERS	F	FALCON
OVERHEAD STOPS	<b>CX</b>	CHECKMATE
PUSH, PULLS, KICKS	C	CIPCO
CLOSERS	N	NORTON
WALL STOPS, FLUSH BOLTS	I	IVES
SOUND SEAL, DR. BOTTOMS	P	PEMCO

GROUP NO. 1 (DOORS 1, 2, 3, 4, 5)

2 RIXSON, RX, 27105, US10B  
2 PIVOTS, RX, M19, US10B  
1 PANIC, VD, 33NL, 312  
1 CYLINDER, F, C952, XICC, US10B  
1 PANIC, VD, 33DT, 312  
1 MULLION, VD, 5554FX, 1408, 312  
1 THRESHOLD, RX, 3x700x200, BRZ  
2 STOPS, CX, 1-331, US10B

GROUP NO. 2 (DOORS 6,7)

1½ PR BUTTS, ST, CB1900, 4½x4½, US26  
1 PUSH, C, 550L, US10B  
1 PULL, C, 550L x, 2610, US26  
1 LOCK, F, C910, X ICC, 10Bx US26  
1 CLOSER, N, 7700, SERIES, US26  
1 KICK, C, 5153, 8"x2" L.D.W., US10B  
1 STOPS, I, 401, US26

GROUP NO. 3 (DOORS 8, 9, 11, 13, 14, 15, 16, 17, 18)

1½ PR BUTTS, ST, CB1900, 4½x4, US10B  
1 LOCK, F, X521DL, CJx, ICC, US10B  
1 STOP, I, 402½, US10B  
1 SET, SOUNDSEAL, P, P390  
1 DOOR BOTTOM, P, 411AN

10A-1. FINISH HARDWARE (CONT)

GROUP NO. 4 (DOORS 10, 12, 19, 20)

1½ PR BUTTS, ST, CB1900, 4½x4, US10B  
1 PASSAGE, F, X 101, CJ, US10B  
1 STOP, I, 401, US10B

GROUP NO. 5 (DOOR 21)

3 PR BUTTS, ST, CB1900, 4½x4, US10B  
1 LOCK, F, X 581DL, CJxICC, RHR DOOR, US10B  
1 SET DUMMY, F, X18, CJ, US10B  
2 FLUSH BOLTS, I, 456x489, LHR DOOR, US10B

GROUP NO. 6 (DOOR 24)

1½ PR BUTTS, ST, CB1900, 4½x4½, US10B  
1 LOCK, F, X583DL, CJxICC, US10B  
1 CLOSER, N, D-PA-FL, x KEY VALVE, US10B  
1 STOP, I, 401, US10B  
1 SET, SOUND SEAL, P, P316A  
1 DR BOTTOM, P, 411AN

GROUP NO. 7 (DOOR 25)

4½ PR BUTTS, ST, KCB1961, 5x4½, NRP, US10B  
1 LOCK, F, X581DL, CJx, ICC, US10B  
1 PANIC, VD, 33NL, 312  
1 CYLINDER, F, C952,x, ICC, US10B  
1 PANIC, VD, 330T, 312  
1 MULLION, VD, 5554F x, 1408, 312  
3 CLOSERS, N, D-PA, US10B  
2 THRESHOLDS, P, 177B, BR2  
3 STOPS, CX, 1-331, US10B



TOILET COMPARTMENTS  
AND ACCESSORIES  
SECTION 10B  
PAGE 1

10B-1. GENERAL

- A. SHOP DRAWINGS: SUBMIT IN ACCORDANCE WITH GENERAL CONDITIONS AND SPECIAL CONDITIONS. SHOW DIMENSIONS, DETAILS, METHODS OF ANCHORING AND OTHER PERTINENT ITEMS.

10B-2. TOILET COMPARTMENTS

- A. MANUFACTURER: FIAT METAL MANUFACTURING CO., SANYMETAL PRODUCTS, AMERICAN SANITARY PARTITION CORP., GLOBAL STEEL PRODUCTS, WEIS, ROBERT, ACCURATE PARTITIONS OR APPROVED. COLOR AS SELECTED FROM STANDARD COLORS.
- B. TYPE: FLOOR-SUPPORTED TYPE, FLUSH PARTITIONS, DOORS AND PLASTER.
- C. INSTALLATION: INSTALL RIGID, PLUMB AND LEVEL IN ACCORDANCE WITH APPROVED SHOP DRAWINGS AND MFR'S RECOMMENDATIONS. INSTALL DOORS AND HARDWARE COMPLETE, ADJUST TO OPERATE PERFECTLY. CLEARANCE AT VERTICAL EDGES OF DOORS UNIFORM AND NOT TO EXCEED 3/16". CLEAN FINISHED SURFACES. LEAVE FREE FROM DEFECTS OR DURABILITY AS JUDGED BY ARCHITECT.
- D. HARDWARE TYPES AND ACCESSORIES: FOR EACH DOOR; 1 ~~PAIR~~ GRAVITY ~~TYPE HINGES TO HOLD DOORS OPEN~~ WHEN NOT OCCUPIED, 1 COAT HOOK WITH RUBBER TIPPED BUMPER, 1 SLIDE LATCH COMBINATION DOOR STOP AND LATCH KEEPER.

10B-3. TOILET ROOM ACCESSORIES (EACH TOILET ROOM)

ROOM 103, 104;

- 2 MIRROR 24"x36" - BOBRICK #165-2436
- 1 SOAP DISPENSER SURFACE - BOBRICK #B-32
- 1 ELECTRIC HAND DRYER - BOBRICK #B-200

ROOM #104:

- 1 RECESSED NAPKIN VENDOR - BOBRICK B-350
- 1 RECESSED NAPKIN DISPOSAL EACH STALL - BOBRICK #B-353

GRAB BARS AT HANDICAPPED STALLS - B-5507x24-2 PER STALL.  
TOILET TISSUE HOLDER - EACH STALL, KEY LOCK SHEET TYPE - B-266.

10C-1. GENERAL

- A. WORK IN OTHER SECTIONS: FINISH PAINTING EXCEPT WHERE COMPLETE FACTORY FINISH IS SPECIFIED.
- B. SHOP DRAWINGS: SUBMIT PER "SPECIAL CONDITIONS."

10C-2. CHALKBOARD

PROVIDE PORCELAIN ENAMEL STEEL CHALKBOARD, SIZES AS SHOWN, COMPLETE WITH ALUMINUM MAP RAIL, CHALKTROUGH, EXTRUDED ALUMINUM TRIM, CONCEALED HANGER MOUNTING, COLOR AS SELECTED. "CLARIDGE" FACTORY BUILT UNIT - DURASTEEL BOARD SERIES 2, KOROK, MIRAWALL, NACO OR APPROVED.

10C-3. CORKBOARD

CORK BULLETIN BOARD, COARSE TEXTURE, 1/4" THICK STANDARD, COLOR AS SELECTED. P.B.S. B-318-4 NATURAL; ARMSTRONG; DODGE; WEBER OR APPROVED. ADHESIVE MOUNT WHERE SHOWN.

10C-4. FIRE EXTINGUISHER CABINETS

LOCATE WHERE INDICATED. SIMILAR TO "STANDARD" 101-AL RECESSED MOUNTED WHERE SHOWN. ALUMINUM FRAME WITH FULL GLASS DOOR, EXTINGUISHER BY OWNER. STANDARD, ALLEN, ELKHART, GENERAL OR APPROVED.

10C-5. IDENTIFICATION SIGNS

PROVIDE LETTERS INDICATED FOR WOOD BOARD SIGNS AND DOORS WHERE DETAILED, 3" HIGH, WHITE, 3.5 MIL VINYL SHEET, DIE CUT TO SHAPE, PRESPACED, ON RELEASE PAPER, HELVETICA MEDIUM TYPE. VOMAR VINYL LETTER SERIES OR APPROVED.

10C-5. BUILDING DIRECTORY

VOCATOR 300 SERIES R3H-1-D HINGED, VOMAR OR APPROVED. SUPPLY CHANGEABLE LETTERS FOR 1200 DIGITS, NUMBER AND LETTERS 3/8" HELVETICA STYLE 3/4" HELVETICA STYLE NOT TO EXCEED 100 DIGITS. ANODIZED ALUMINUM WITH BLACK FELT BACKGROUND.

10C-6. FOLDING TABLES

PROVIDE TWO LEAF FOLDING TABLE AND BENCH UNITS DETACHABLE FROM POCKET, SURFACE MOUNT WHERE SHOWN IN EXISTING MULTIPURPOSE ROOM. TABLE UNITS TO BE APPROXIMATELY 14' LONG x 28" WIDE WITH BENCHES APPROXIMATELY 14' LONG x 12" WIDE. STEEL STORAGE POCKETS FROM 16 GA. STEEL. FINISH: PLASTIC LAMINATE OVER PARTICLE BOARD MOUNTED ON STEEL FRAME, COLOR AS SELECTED. WALL-FOL #0N6TB(14) TWO TABLES AND FOUR BENCHES. INSTALL PER MFR DIRECTIONS.

10C-7. DIVISION CURTAIN

PROVIDE ONE DIVISION CURTAIN AS MANUFACTURED BY STAGECRAFT INDUSTRIES, INC., OR APPROVED. HERCULITE NO. 80 NYLON-SUPPORTED VINYL, COLOR AS SELECTED, DOUBLE-SEWN SEAMS. APPROXIMATE OVERALL DIMENSIONS 63' WIDE x 18' HIGH WITH TWO-INCH SIDE HEMS AND SIX INCH POCKETS, TOP AND BOTTOM. INSERT IN POCKETS A 1-1/2 INCH STEEL TUBE BATTEN. TOP BATTEN SUPPORTING CURTAIN HUNG BY TRIM CHAINS FROM LIFT BLOCKS SET TO BOTTOM CORDS OF TRUSS OR CEILING. AT THE BOTTOM OF THE TRIM CHAIN ATTACH AN ADJUSTMENT FOR TRIMMING BATTEN. THIS CURTAIN OPERATED BY SEVEN LINES ON TEN FOOT CENTERS OF 3/32 INCH GALVANIZED AIRCRAFT CABLE HAVING A STRESS LIMIT OF 1100 POUNDS EACH, FASTENED TO BOTTOM BATTEN, THREADED THROUGH ONE INCH D-SHAPED RINGS ON 18 INCH CENTERS, THENCE THROUGH NO. 401 BALL BEARING BLOCK. RINGS SECURELY ATTACHED BY REINFORCING TAPES TO A HEAVY DUTY WEBBING, DOUBLE-SEWN THE FULL HEIGHT OF THE CURTAIN.

THE HOISTING MECHANISM SHALL CONSIST OF FOUR MAIN PARTS; THE ELECTRIC MOTOR, REDUCTION UNIT, DRUM AND CONTROLS. THE MOTOR SHALL BE 1/2 HORSEPOWER, 108/220-440 VOLT, THREE PHASE OR 110/220 VOLT, SINGLE PHASE, WITH INTEGRAL ELECTROMAGNETIC CLUTCH UNIT FOR SAFETY SO CURTAIN CANNOT DROP IF POWER FAILS. THE REDUCER TO BE A (POSITIVE DRIVE) DOUBLE REDUCTION WORM GEAR TYPE RATIO 112:1. THE DRUM SHALL CONSIST OF INDIVIDUAL GROOVES FOR EACH PICK-UP POINT TO INSURE EQUAL TRAVEL OF LIFT CABLES. THE CONTROLS SHALL CONSIST OF AN ELECTRO-MECHANICAL CHAIN AND SPROCKET DRIVEN LIMIT SWITCH AND A REVERSING ELECTRICAL CONTACTOR. PROVIDE ONE REMOTE KEY-CONTROLLED THREE-POSITION SWITCH FOR CONTROL. ALL EQUIPMENT SET TO ALLOW RAISING OR LOWERING FROM ANY POSITION. MOTOR CONTROL AND PLATFORM INSTALLED TO SIDE WALL AT ELEVATION OF APPROXIMATELY 16' ABOVE FLOOR. VERIFY LOCATION OF SWITCH.

PROVIDE A THREE-SIDED ZIPPER DOOR, 30" WIDE X 84" HIGH AT CENTER OF CURTAIN.

12A-1. MATERIAL

- A. BASIC BID: "HEATHROW" CARPET BY STRATTON INDUSTRIES  
TUFTED LEVEL LOOP  
YARN 70% DOW BADISCHE "ZEFRAN" ZK-3 ACRYLIC/30% MODACRYLIC  
PLY - 2 PLY  
COLORATION - HEATHERS  
GAUGE - 1/8" (EQUIVALENT TO 216 PITCH)  
STITCHES/6 IN. - 60  
TUFTS PER SQ. IN - 80  
PILE HEIGHT - .220  
FACE YARN WEIGHT - 32 OZ.  
PRIMARY BACK - POLYPROPYLENE  
SECONDARY BACK - JUTE  
TOTAL WEIGHT - 70 OZ.  
WIDTH - 12'  
ASTM - E-84 - FLAME SPREAD 55; FLUE CONTRIBUTED FACTOR 15;  
SMOKE DENSITY FACTORY 165.

12A-2. INSTALLATION

CEMENT TO SUBFLOOR DIRECT GLUE-DOWN METHOD IN STRICT ACCORD-  
ANCE WITH MANUFACTURER'S RECOMMENDATIONS AND PROCEDURES OUT-  
LINED BY "JUTE COUNCIL OF AMERICA." PINLESS METAL EDGES AT  
ALL EXPOSED CARPET EDGES. SUPPLY 3-5% OVERRUN TO OWNER.

DIVISION 15 - MECHANICAL

SECTION 15010  
GENERAL PROVISIONS  
Page 1

PART 1 GENERAL

1.01 GENERAL CONDITIONS AND GENERAL REQUIREMENTS listed in Index to Specifications apply to work under this Division.

1.02 DEFINITIONS

"Contractor" as used in this Division refers to Mechanical Contractor.

"Approval" means approval of Architect.

"Provide" means furnish and install completely.

1.03 PERMITS AND CODES

Conform with applicable State and City Building Codes and regulations of National Fire Protection Association. Obtain and pay for permits and licenses required.

Pay for and obtain inspections by State and local bodies as required to show compliance therewith.

1.04 WORK BY OTHERS

Chases, framed openings, roof curbs, etc., provided by General Contractor. Mechanical Contractor is responsible for proper location, sizes for sleeves, inserts, etc.

1.05 MATERIALS

Except as otherwise permitted by specification designation, materials American made, new, of standard make and where applicable, conform to ASME, NFPA or other code requirements and have U.L. listing. Select equipment to fit space provided. MATERIAL TO BE OF CURRENT MANUFACTURE.

1.06 MATERIAL SUBSTITUTIONS

Use of brand names is for the purpose of description and fixing quality and does not eliminate requirement of meeting specifications. Requests for review of other brands per Special Conditions.

1.07 SUBMITTALS

After award of contract, submit equipment brochures in five copies to Architect for review. List pertinent data relating to equipment. Review is for general compliance with contract documents and to demonstrate contractor understands design concept. Review does not waive or supersede any requirements of contract documents. No responsibility is assumed for correctness of dimensions, details or electrical characteristics.

PART 1 GENERAL (Continued)

1.08 WORKMANSHIP

Run piping parallel to building, keep as inconspicuous as possible, and grade evenly. Set equipment plumb and true with easy access for maintenance. Off-set piping as required to provide proper and necessary clearances.

Provide adequate clearances for repair and service of mechanical equipment.

1.09 CHANGES

Should changes be authorized which in the opinion of Contractor require additional payment, do not start work until receiving written notice from Architect.

1.10 GUARANTEE

Guarantee equipment and installation per General Conditions.

1.11 TEMPORARY SERVICES

Temporary water and sanitary services by General Contractor.

General Contractor will pay all expense involved in providing the temporary heat he requires.

The system, when available, may be used for temporary service providing that before building acceptance clean set of filter media is installed. See Filter Specification. No air handling equipment is used without specified filters in place.

1.12 VISITING SITE

Bidders are advised to visit site of proposed construction. Verify or determine existing conditions that might affect work.

Include all costs in bid for additional work and/or material required to comply with contract documents due to variance between actual existing conditions and information indicated in contract documents.

Failure to comply with above will not relieve contractor from necessity of doing any work which is evidently necessary to make mechanical installations and systems complete.

1.13 SUPERVISION

Maintain qualified supervisory personnel on job to coordinate work and space utilization with other trades involved. Supervisor must be completely familiar with operation and requirements of equipment being installed and be responsible for job



PART 1 GENERAL (Continued)

1.13 SUPERVISION (Continued)

during entire construction period. Prior to request for final inspection, be certain that equipment and controls are functioning properly.

1.14 SAFETY

In accordance with generally accepted construction practices, Contractor is solely and completely responsible for conditions of job site, including safety of persons and property during performance of work. This requirement applies continuously and is not limited to normal working hours.

Engineer's construction review of Contractors performance is not intended to include review of adequacy of Contractor's safety measures, in, on or near construction site. See General Conditions.

1.15 EXCAVATION AND BACKFILL

Perform excavation and backfilling required to complete work properly. Remove excess excavation material from site. Refer to Backfill & Compaction in General Specifications.

1.16 CUTTING AND PATCHING

Cut work as required for installation and patch to match original conditions as directed and approved by Architect. Do not cut structural portion without Architect's approval.

When masonry construction must be punched, furnish and install a steel pipe sleeve in opening and grout in place in a neat manner. Leave grout surface to match existing finish.

Prior to cutting any existing work, locate all concealed utilities to eliminate any possible service interruption or damage.

1.17 MAINTENANCE DATA AND OPERATING INSTRUCTIONS

Provide 3 copies for approval prior to acceptance of installation: Manufacturer's literature for equipment. Complete sets of manufacturer's instructions for operation and maintenance of mechanical equipment, including replacement parts lists, wiring diagrams, belt type and size if belt driven, type of bearings on unit and motor, control diagrams and literature, bound in 3-ring notebooks.

Instruct Owner's Representative in operating system and on each item of equipment and its maintenance.



PART 1 GENERAL (Continued)

1.17 MAINTENANCE DATA AND OPERATING INSTRUCTIONS (Continued)

Operate system with Owner's representative for a period of not less than 4 hours under actual operating conditions.

1.18 TESTS

Heating - Piping: Test under local water pressure showing no displacement, straining or leakage.

Plumbing: Fill soil, waste and vent pipe with water and test for thirty minutes. Prove tight under a minimum head of 10 feet of water. TEST IN PRESENCE OF OWNER'S REPRESENTATIVE.

Water Supply: Test system and prove tight under 100 PSI WATER pressure for 12 hours IN PRESENCE OF OWNER'S REPRESENTATIVE.

1.19 CLEANING - FLUSH HEATING PIPING AND REMOVE ALL GREASE, OILS AND FOREIGN MATTER.  
Prior to installation of grilles and painting of building, clean entire duct system.

Remove tags and shipping labels from fixtures and appurtenances. Thoroughly clean fixtures with an approved domestic non-abrasive cleanser.

Disinfect domestic water mains and branches with a chlorine solution of at least 25-50 PPM of chlorine and retain it in pipe for 24 hours. Following chlorination, flush system at fixtures until replacement water throughout is the domestic water. PERFORM IN PRESENCE OF OWNER'S REPRESENTATIVE.

1.20 ADJUSTMENTS

Adjust water flow at each plumbing fixture.

1.21 AS BUILT DRAWINGS

Record changes in concealed piping runs, equipment locations or other pertinent information on a set of drawings. Locate underground lines by dimensions from building lines. At close of job, turn drawings over to Architect.

1.22 LUBRICATION

Lubricate equipment properly before being put into service.

PART 1 GENERAL (Continued)

1.23 CERTIFICATES

Furnish certificates signed by Contractor stating that:

- a. Systems have been thoroughly cleaned as specified.
- b. Filters have been replaced.
- c. Tests of piping have been made and satisfactorily concluded.
- d. Lubrication of items has been completed.

1.24 BALANCING

Balancing by an independent firm engaged exclusively in this type of work, by Northwest Engineering Service; Air Balance Specialty; Air Masters; A.I.R., Inc.; Circo. Contractor must include balancing price in his bid.

Balancer purchase prints from Architect as required for use in balancing. Return drawings with report marked to match report designators.

Balancing shall consist of the following data, testing and adjusting:

- a. Record all fan equipment nameplate data, drive data and overload sizes. Record voltage and current readings and fan RPM before and after balancing.
- b. Adjust and tabulate air flow at all supply exhaust and return air openings. Adjusted flow to be within plus or minus 10% of specified flow. Adjust fan speeds as required to deliver total volume not less than 100% or more than 110% of specified total. Drive changes by Balancer.
- c. Measure and adjust minimum outside air quantity.
- d. Measure and adjust mixing damper leakage to a minimum.
- e. Check for undue drafts, noise and vibration. Attempt to eliminate and report any unsatisfactory conditions.
- f. Measure and record pressure drop across fans, filters, coils and other system components. Set filter gage to proper reading.
- g. Check and record room temperatures and adjust air flows as required for comfort.
- h. After final air flow adjustments, mark balancing dampers.
- i. Furnish 3 copies of all testing and adjusting data to Engineer at conclusion of balancing.

PART 1 GENERAL

1.01 Provide following items.

PART 2 PRODUCTS

2.01 PIPE AND FITTINGS

Heating: Standard weight, black steel pipe for 125 psi meeting ASTM A-120 for 4" size and under; ASTM A-53 over 4" size. Fittings standard black cast iron screwed for 125 psi service.

Water Supply: Galvanized, standard weight, steel pipe for 125 pound service meeting ASTM Spec. A-120, above ground and underground below 4" size. Fittings to be galvanized, banded malleable iron, screwed.

Tape underground cold water piping, outside or within building line, with PVC, plastic backed, conformable, pressure sensitive tape having acceptable physical and electrical properties per ASTM test methods. Before taping, remove dirt, oil, grease or other foreign material and prime pipe with primer recommended by manufacturer to provide a clean dry surface. Spirally wrap tape using one-half lap method for double thickness over entire length of pipe. 15 MIL PLYCOFLEX TAPE & PRIMER INSTALLED PER MFRS INSTRUCTIONS. COAT FITTINGS AND JOINTS WITH SCOTCH COAT 302.

As alternative, pipe may be mill coated with Scotch-wrap No. 202 Hydrozide Epoxy Resin. Apply resin at a pipe temperature which will not destroy galvanizing. Use post cure procedure to insure complete curing of resin. Fittings & joints COAT WITH SCOTCH COAT 302.

Provide dielectric unions on cold water lines 2" in diameter and less and dielectric flange type union on water lines larger than 2" in diameter where lines enter building from underground installation. EpcO.

As water supply pipe option, copper water tube Type L hard drawn. Fittings standard wrought copper solder type for 125 psi service. Sizes shown are I.D. Copper tubing underground, as above, except Type K, soft drawn. Solder: Allstate 430 or silver solder. Use dielectric union joints between copper and galvanized steel piping.

Plumbing: Waste and vent piping according to code. Rain drains according to code.

Building and storm sewer 5' outside building according to following schedule:

PART 2 PRODUCTS (Continued)

2.01 PIPE AND FITTINGS (Continued)

- a. Unpaved areas up to 18" diameter - standard concrete pipe per ASTM C-14, latest edition.
- b. Paved areas up to 18" diameter - same as above except ASTM C-14X.

2.02 HANGERS

Provide hangers, anchors, brackets and miscellaneous supports required for installation. Hang piping with individual rod or trapeze hangers. HORIZ. AND VERTICAL HANGERS INSTALLED PER CODE.

Grinnell No. 101 or 104; F & M No. 18, 198 or 199 for horizontal pipe.

Spacing of hangers on steel pipe not to exceed 10'-0". Cast iron pipe to have one hanger per section. Support vertical runs of pipe by clamps or collars spaced not over 20'-0" apart. Support pipes not over 2'-0" from any change in direction of piping.

2.03 DRAIN PANS

Pipe cooling coil drain pan drains to nearest floor drain with 1 $\frac{1}{4}$ " galvanized pipe or copper tube through trap with 3" minimum seal PER CODE.

2.04 PIPING OPTION

All black steel piping 1 1/2" and over may be welded. Use welding tee or weldolet, etc., meeting USAS-B16.9. Welders where used on any piping are to be certified by the State and such certificates shall be in force prior to start of construction. Copies of certification of each welder, properly signed by the Chief Boiler Inspector, shall be filed with the Architect. Use ASTM gaskets, coupling, and bolts meeting minimum pipe standards.



PART 2 PRODUCTS (Continued)

2.05 VALVES

Valves 2" and smaller, brass body, teflon seat, bronze ball valve. Passageway line size. Crane, Worcester 4211-T, Jenkins 1101, Nibco-Scott, Contromatic, Apollo.

Valves over 2" iron body, bronze disc, EPT or EPDM seat butterfly valve. Crane, Keystone, Hale, Homestead, Jenkins, Nibco-Scott, Worcester, Monovalve MD, Gustin-Bacon, Demco.

2.06 PAINTING

Check equipment furnished under this contract finished with factory applied finish. Clean dirty equipment and refinish marks or scratches to original surface and color. Painting not otherwise specified is by General Contractor. COLOR CODE ALL PIPING PER SCHOOL DISTRICT CHART WITH BANDS AND/OR TAPE.

2.07 ELECTRICAL CONNECTIONS

Electrical Contractor runs wiring, provides and installs disconnect switches, mounts starters and makes line voltage connections to equipment furnished under this contract, unless noted under specific item. Control wiring provided by this Division.

2.08 MOTORS AND STARTERS

Motors NEMA standard with 115% minimum service factor and wound to operate on voltage specified with a plus or minus 10% safety factor.

Equip single phase motors less than 1/2 HP with internal thermal protection. Brake HP required by equipment at design conditions not to exceed nameplate HP of motor unless otherwise limited.

Motors unless otherwise noted with permanently lubricated ball bearings.

PART 2 PRODUCTS (Continued)

2.08 MOTORS AND STARTERS (Continued)

Supply three phase electrical equipment and single phase equipment 1/2 HP and over with appropriately enclosed magnetic starter for providing thermal overload and no-voltage protection. Equipment supplier furnish starter to suit his equipment. Calculate starter heater coils to Class B motor curves and provide with ambient compensation. Provide protection for all three phases on three phase current with protection under a single NEMA enclosure. Starters installed under Electrical Division.

2.09 ELECTRICAL CHARACTERISTICS

Conform to voltage and current limitations shown on electrical plans.

Electrical supply is being provided in accord with the drawing and specification capacities. Should equipment furnished and approved under these specifications require power in excess of that shown on electrical plans, Electrical Contractor will furnish excess power at expense of Mechanical Contractor.

PART 3 EXECUTION

3.01 Install where indicated and as described above.

PART 1 GENERAL

- 1.01 Provide insulation according to manufacturer's recommendations by skilled applicators directly employed and supervised by a firm specializing in this type of work.

Insulation must be labeled on shipping cartons to conform to NFPA-90A and have a permanent composite rating - insulation, jacket and adhesive of: Flame Spread 25; Smoke Developed 50.

- 1.02 Fittings & Valves: Two inch and smaller wrap firmly with 1 lb. density glass fiber to match thickness of adjacent insulation and secure with 20 gage galvanized wire. Coat smooth with insulating cement.

Three inch and over, secure segments of molded insulation with 20 gage galvanized wire. Coat smooth with insulating cement.

For cold services finish with glass fabric imbedded between two 1/16" thick coats of Benjamin Foster 30-35. On exposed fittings add glass fabric or asbestos fitting cloth overlapped smoothly and applied with Benjamin Foster 30-36.

Victaulic couplings are approved for piping assembly. Insulate same as for fittings.

- 1.03 Sectional: Jacket as specified. Neatly apply insulation with joint on top or back of piping. Butt insulation tightly at all side and end joints and at sleeves. Seal longitudinal jacket laps and butt strips smoothly with Benjamin Foster 85-20 or self-seal adhesive.

For vapor barrier jacket, seal terminations with Benjamin Foster 30-35.

- 1.04 Remodel: At location of cutting into steam piping, patch with new material to match original conditions.

- 1.05 Apply refrigeration piping insulation per manufacturer's recommendations. Longitudinal joints on top and bottom, not sides. Fill seams and joints with compound, secure covering in place with metal bands and paint with Benjamin Foster Lagtone or Insulcoustic 110 Surekote.

PART 2 PRODUCTS

2.01 STEAM PIPING

Insulate steam piping installed under this contract with sectional glass fiber insulation having thermal conductivity of not over 0.27 at 100°F. Provide white pre-sized glass cloth jacket on exposed and mechanical room piping; white kraft laminate jacket on concealed piping.



PART 2 PRODUCTS (Continued)

2.01 STEAM PIPING (Continued)

All steam piping 1" thick glass fiber. All condensate piping exposed in new building and outdoors 1" thick glass fiber. Condensate uninsulated in Mechanical Room.

2.02 PLUMBING

Insulate hot and cold water piping with 3/4" sectional glass fiber insulation having thermal conductivity of not over 0.27 at 100°F. Do not insulate cold water underground. Provide white pre-sized glass cloth vapor barrier jacket on exposed and mechanical room piping; white kraft laminate vapor barrier jacket on concealed piping.

On each lavatory designated for wheelchair or handicapped usage, insulate exposed waste and water piping under lavatory with 1/2" flexible foamed plastic insulation. Seal joints per manufacturers recommendations.

2.03 REFRIGERATION

Insulate suction line with 1/2" thick flexible foamed plastic. All fittings, valves, and unions with same thickness of material. The insulation shall have a conductivity of not less than 0.28 BTUs per inch, per square foot, per hour, per degree at 75°.

Insulate hot gas bypass lines same as suction.

2.04 EXTERIOR PIPING

Insulate exterior piping as specified for the particular service. Cover insulation with 0.016" thick aluminum pre-fabricated cover and preformed contoured type fitting covers. Assemble in accord with manufacturers instructions with joints down for a weatherproof installation.

Jacket: Childers, Herren, Premetco.

PART 3 EXECUTION

3.01 Install where indicated and as described above.

PART 1 GENERAL

1.01 Furnish and install plumbing fixtures with necessary trim, stops and traps. Exposed trim polished chrome plated BRASS. Protect against damage before and after installation.

1.02 Kohler, Standard, Crane Fixtures and fittings and Chicago faucets. Eljer equivalents where all fixtures can be provided.

Drainage products: Zurn, Josam, Smith, Wade, Blake

Water closets, lavatories and urinals adjacent to each other by one manufacturer.

1.03 Furnish and install stainless steel Hudee rims where required. Set in white OR CLEAR SILICONE RUBBER.

1.04 Furnish and install stops with escutcheons at sinks, lavatories, water closets. Stops: BY FIXTURE MFR. USE 3/8" I.P.S. RIGID CHROME PLATED BRASS TUBING SUPPLIES.  
WITH CLEANOUTS.

1.05 Traps: 17 gage chrome plated brass tube/ Install with solder bushing.

1.06 Aerators and pop-ups completely vandalproof. Trim with replaceable and interchangeable assemblies.

Set stall urinals on 2" sand bed.

Fixtures to withstand 150 lbs. pressure in any direction without displacement. Install firmly fixed blocking in wall for rigid support of fixture supplies.

PART 2 PRODUCTS

2.01 FIXTURES AND TRIM

CB-1 Catch Basin: STANDARD SCHOOL DISTRICT CATCH BASIN  
PER DRAWING DETAIL.

FD-1 Floor Drain: Cast iron floor drain with double drainage flange, flashing collar, adjustable nickel-bronze strainer. Strainer size to be 6" for 3" drain. Zurn, Z-415, Josam 300, Smith 2010A

AD-1 Area Drain: Cast iron area drain with round top, 12" diameter secured, galvanized grate and bottom outlet. Secure grate with vandal-proof screws. Josam 7040, Zurn Z-509, Smith 2140

## PART 2 PRODUCTS (Continued)

## 2.01 FIXTURES AND TRIM (Continued)

HB-1 Hose Bibb: Rough nickel plated angle pattern lawn faucet with lock shield cap and loose key handle. Solid flange with inside threads. Size: 3/4" Central Brass 575-L.15

DF-1 Drinking Fountain: Vitreous china semi-recessed drinking fountain with angle stream bubbler, self-closing valve and screwdriver regulating stop, cleanout, 17 gage trap, and automatic volume regulator. K-5293A Locate at height for handicapped.

HW-1 Water Tank: U.L. listed glass lined tank with automatic submerged type element for 125 psi working pressure. Provide magnesium anode in top of tank. Insulate with 1½" minimum glass fiber. Enclose in metal jacket with baked enamel finish.

Capacity: 52 gallons with 4.5 KW heaters. Provide standard 10 year warranty.

Relief valve: Provide ASME Code approved and sized combination temperature-pressure relief valve. Pipe to drain. Provide valve in entering and leaving lines and hose bibb drain.

Provide operating and high limit stat and conform to NEC and State Codes.

National, Continental, Coates, Republic, A.O. Smith, Vulcraft, American, Mor-flo, Lochinvar

L-1 Lavatory: Enameled cast iron 18" diameter round bowl with combination supply and pop-up drain. Lavatory for installation in custom built countertop. Provide Hudee rim. K-2910C, 3201.035 CHICAGO 894-317 QUATURN FITTING, VANDALPROOF, BROWN MECHANICAL WASTE AND WRIST BLADE HANDLES.

S-1 Service Sink: Cast iron, acid resisting enameled, one-piece sink complete with 2" trap standard, plug, chrome plated strainer, and STAINLESS STEEL rim guard. Ground coat outside. Threaded spout with pail hook and vacuum breaker. Size: 24" x 20". K-6716B, 7695.018, 7-564

U-1 Urinal: Urinal to be 18" vitreous china stall type with top spud, flush valve, vacuum breaker and screwdriver stop. Provide C.P. BEEHIVE OR STAINLESS STEEL BEEHIVE STRAINER. URINAL TO BE K4920-T, 6400.014.

Flush valve: Sloan Royal WITH VACUUM BREAKER AND STOP.

PART 2 PRODUCTS (Continued)

2.01 FIXTURES AND TRIM (Continued)

W-1 Water Closet: Siphon jet, elongated bowl, wall hung with top spud, flush valve, vacuum breaker and black open front seat without cover. Hanger to be complete with slotted face plate, integral waste fitting and catilever feet. Toilet to have minimum of 2 1/4" passageway. Install 15" above floor. K-4430 ETA, 2502.011, 3-444

Flush valve: Sloan Royal 110-F-YV-YO, with seat bumper.

Regular weight, solid monolithic molded plastic seats with flat bottom surfaces meeting Federal Specification WW-P-541 b, Para. 16. Furnish with stainless steel hinge posts. Olsonite, Church, Sperzel, or Beneke

For closets designated for handicapped use provide carrier to hold bowl rim at 19" above floor.

2.02 CLEANOUTS

Provide cleanouts where shown or required by Code as follows:

- a. In floors, Josam 8330 nikalloy finish, Smith 4023.
- b. In walls of finished spaces, Josam 8890 chrome finish, Smith 4472.
- c. In exterior paved areas, Josam 8310, Smith 4243.

2.03 DRYWELL

Per drawing detail.

2.04 QUICK COUPLING VALVE

Per drawing note.

PART 3 EXECUTION

3.01 Install where indicated and as described above.

3.02 RAIN DRAINS

Provide rain drains as shown and hubs for downspouts. Provide excavating and backfilling in conjunction with rain drains.

PART 3 EXECUTION (Continued)

3.03 PIPING INSTALLATION

Excavate bell holes to insure support of pipe for its entire length on solid ground.

\*SEE BELOW.

No water piping is to be wired to or supported in any other way from waste or vent system. Pitch water lines to low points and provide hose bibb drains.

Prime floor drains with P.P.P. mechanical primer.

3.04 WATER SERVICE

Provide water service to the building as shown through a meter approved by City of Portland with flanged or union tail pieces and service shut-off valve. Provide house shut-off valve in addition to service valve. \*\*SEE BELOW.

Furnish and install pre-cast concrete meter box with concrete cover and cast iron reading lid to enclose EACH METER. Reading lid shall be approximately 5" x 12". Meter box shall enclose all valves.

3.05 SEWER CONNECTIONS

Extend sewer line from building as shown. Pay fees and do work required to connect into existing sewer in accord with local requirements.

\*PROVIDE 4 LB. SEAMLESS LEAD FLASHING ASSEMBLY ON EACH VENT PIPE THROUGH ROOF. FLASHING TO HAVE STEEL REINFORCED CONICAL BOOT AND BE COMPLETE WITH VANDALPROOF HOODED CAST IRON COUNTERFLASHING AND PERMASEAL WATERPROOF COMPOUND. HOOD TO HAVE MINIMUM OF 2 TO 1 FREE AREA TO VENT PIPE SIZE. ALL VENTS TERMINATE 12" ABOVE ROOF. STONEMAN STORMTITE.

\*\*PROVIDE IRRIGATION SUBMETER AND DOUBLE CHECK VALVE ON SPRINKLER LINE. LOCATE IN STANDARD SCHOOL DISTRICT VAULT.



PART 1 GENERAL

1.01 Provide following items.

PART 2 PRODUCTS

2.01 COMPRESSOR-CONDENSER

Accessible hermetic compressor with forced feed lubrication system, oil filters, crankcase oil heater, external gas muffler and an oil pressure actuated automatic capacity control mechanism suitable for external control, and to provide unloaded starting. Minimum capacity step to be 33%.

Manual reset high head and low oil pressure cutouts. Unit is to be arranged for automatic pump-down. Provide 5 minute time delay to prevent compressor cycling.

Refrigerant to be R-22.

Remote air cooled condensers provided by the compressor supplier and balanced to the compressor at the conditions specified. Condenser to be belt drive centrifugal fan type located as shown and with up-blast discharge.

Select condensers to provide required capacity at 95° ambient and 30° temperature difference ambient-to-condensing temperature. Select condenser and compressor to permit continuous operation when outside ambient reaches 105°.

Check electrical plans for phase and voltage. Furnish with starters in accord with Electrical Paragraphs. Provide spring isolators for 1" static deflection.

Provide 5 year Warranty. Carrier, Trane, York, D/B, Chrysler

2.02 REFRIGERANT PIPING

All refrigerant piping shall be hard drawn coppertube type L. All fittings shall be wrought copper sweat type using silver solder such as Sil-fos, Ezy-flo, or Allstate No. 23. Do not hang refrigeration piping from sheet metal work.

2.03 SIGHT GLASS

Install a sight glass in the liquid line ahead of each expansion valve. It shall be a double port type with seal caps. In the refrigerant circuit, install moisture indicator with seal cap.

2.04 REFRIGERANT DEHYDRATOR

Install a filter dryer of standard manufacture in the liquid line. The dehydrator shall be of the renewable cartridge type and angle pattern to permit renewal of the drying agent without "breaking the line". Size the standard core for rated tonnage

PART 2 PRODUCTS (Continued)

2.04 REFRIGERANT DEHYDRATOR (Continued)

and refrigerant at a maximum pressure drop through the dryer of 2 psi.

2.05 SUCTION LINE FILTER

Replaceable cartridge type of all brass construction and with access valve for pressure drop reading. Limit refrigeration capacity reduction to 4%. Remove cartridge after 30 days of operation. Superior DFN type CF or approved.

2.06 HANGERS

Hangers to be equal to F & M No. 365 copper plated steel hangers. In hanger rods insert rubber-in-shear suspension elements.

2.07 THERMAL EXPANSION VALVES AND SOLENOID VALVES

Install thermal expansion valves with a capacity equal to coil capacity. Valves shall be Alco or Sporlan. Furnish with external equalizer. Adjust valve for 14° superheat at full load.

Install solenoid valves in liquid line ahead of each expansion valve. Pressure drop through solenoid valve shall not exceed 3 psi.

2.08 FLEXIBLE CONNECTORS

Connectors of flexible seamless bronze hose with bronze wire braided cover. Furnish with brass heatproof couplings and soldered fittings for copper pipe. Johnson, American, Metraflex, or Flexonics for working pressure of 250 psi.

2.09 HOT GAS BY-PASS

Connect from hot gas line to connection between thermal expansion valve and distributor on upstream half of coil, if split coil. Install seal cap valve, hot gas solenoid valve, Alco hot gas by-pass valve and seal cap valve in series in line. Hot gas valve to have 0 to 80 psi range and external equalizer. Interlock solenoid valve to open on compressor start. Set hot gas valve for 55 psi.

PART 3 EXECUTION

3.01 Install where indicated and as described above.



PART 3 EXECUTION (Continued)

3.02 ELECTRICAL

Refrigeration installer provide all wiring for safety controls, crankcase heaters, necessary interlocks and time delays other than specified under controls.

3.03 TESTS

Refrigeration installer is responsible for installation, vacuum pump down, system tightness, dehydration, charging, start-up and complete system adjustment.

PART 1 GENERAL

1.01 Provide following Items.

PART 2 PRODUCTS

2.01 TRAPS

Float and thermostatic traps of closed float type with water sealed seats. Thermostatic elements as above to be removable without disconnecting piping. Dunham-Bush, Illinois, Webster, Trane, Hoffman, Sarco, Armstrong

Furnish and install traps on drip leg not less than 2" below device.

2.02 VACUUM BREAKER

Spring loaded vacuum breaker with brass body, stainless steel spring and teflon ball for 300 psi operation equivalent to Johnson size 1/2" unless noted.

2.03 STRAINERS

Cast iron body strainers of, unless otherwise noted, the "Y" pattern. Furnish strainers with readily removable cover and sediment basket of corrosion-resisting material not less than .025 inches thick. The total area of the basket perforations to be equal to 3.30 times the cross-sectional area of the pipe to which the strainer is connected.

Provide strainer with 1/32" holes for steam service. Sarco, Webster, Hoffman, Muessco, Metraflex

2.04 MULTIZONE AIR HANDLER

Unit complete with motor, drive, fans, coils and zone dampers. Fans, full width DWDI, forward curved, Class I duty. Motor on adjustable mounting bracket on casing structure. Provide grease lubricated self-aligning fan shaft bearings with pressure relief type hydraulic fittings extended to one service location.

Fan drive V-belt sized for 150% of the motor rating. Fans statically and dynamically balanced with the wheels on the shaft. Provide belt guard.

See Section 15050 for Motors and Starters.

PART 2 PRODUCTS (Continued)

2.04 MULTIZONE AIR HANDLER (Continued)

Cabinet of adequate gage and suitably reinforced to prevent vibration and noise. Inside of cabinet insulated with 1" glass fiber insulation cemented to cabinet. All material used in cabinet bonderized after forming and painted with rust resistant primer or galvanized. Mount entire unit on 4" high rigid channel frame.

Drain pan insulated with 1/4" minimum rigid insulation cemented in place and covered with a waterproof sealer.

- \* Heating coil mounted horizontally and ahead of cooling coil.
- \*\* Coils by unit manufacturer per coil specification.

Zone dampers of the parallel blade type of not less than 18 gage steel, for adequate stiffness. All edges to seal against a heat resisting flexible gasket. Provide dampers with stops on ends. Multiple dampers with external linkage.

Furnish and install on spring vibration absorbers selected for 1" static deflection and with horizontal and vertical constant equal.

See filter specification in Section 15800. Furnish and install in side loading slide rack.

Provide inspection doors at both ends of cold and hot decks and access doors to fan discharge section. Doors to unit with positive easyopen latches.

Set fan capacities by means of adjustable sheaves to deliver specified cfm at listed external static pressure. Design RPM must fall in middle range of sheaves.

Select fans with static efficiencies so BHP requirements do not exceed that shown at design total static pressure.

Pace, Carrier, Trane, Thermal, Aladdin, Bohn, Recold, Marlo, D-B

2.05 HEATING COIL

Extended surface coil of non-ferrous continuous fins across coil width. Tubes and headers compartmented for supply and return as shown. Maximum fin spacing 10 per inch. Coil designed for steam service. Equip each tube in coil with full length perforated steam distributing tube. FEED BOTH ENDS AS SHOWN.

- \*LOCATE COOLING COIL IN COLD DECK.
- \*\*ARRANGE UNIT TO PREVENT WIPING ACTION ON HEATING COIL.

PART 2 PRODUCTS (Continued)

2.06 COOLING COIL

ARI rated and certified coils of the extended surface type having seamless copper tubes and seamless copper headers. Use a pressure type liquid distributing header to assure equal distribution under varying load conditions. Fins continuous across coil width.

Arrange tube circuiting to provide proper oil travel.

Circuit coil for two expansion valves to provide full face area operation with either valve. Circuiting to provide approximately 50%-50% capacity. Face velocity not to exceed 600 fpm. Coil approved by refrigeration supplier. Fin spacing not to exceed 10 fins per inch.

Provide distributor for hot gas by-pass application. Coil and connecting suction piping to be of the down-flow, free draining type.

PART 3 EXECUTION

3.01 Install where indicated and as described above.

PART 1 GENERAL

1.01 Provide following items.

PART 2 PRODUCTS

2.01 CABINET EXHAUST FAN

Totally enclosed, split phase ball bearing resilient mounted motor, and belt driven forward curved blade fans turning in permanently lubricated ball bearings enclosed in 16 gage steel cabinet. Motor and fan platform shall be isolated from cabinet by spring mounts. Maximum fan tip speed 1500 fpm at design conditions. Insulate inside of cabinet with 1/2" thick glass fiber insulation. Finish baked enamel, color as selected by Architect. Pace

Provide wall switch for operation of each Conference Room Unit.

2.02 FILTERS

High efficiency, preformed deep pleated type. Each filter assembly consists of holding frame, retainer, sealer frame and filter cartridge. Holding frame, 16 gage galvanized steel with interlocking feature, gasketing and external seals. Retainer, welded steel construction completely coated with PVC. Sealer frame, 16 gage galvanized steel with bail handles and gasketing.

Cartridge, factory preformed into deep pleats with mean efficiency of not less than 35% by NBS discoloration test using atmospheric dust. Minimum effective filtering area to be 6 times face area.

Furnish and install air filters in side loading cabinet with access doors at one end. Factory fabricated cabinet by filter manufacturer of 16 gage galvanized steel and weather-proofed for outside installation. Slide rails to be extruded aluminum with pile seals. Doors and individual filter frames to be gasketed to prevent bypass.

Farr HP-2A, Fram, AAF, Continental, Cambridge

Filter supplier furnish total of 3 sets of filter media. During temporary service if filter gage shows S.P. resistance exceeding 0.6", install new media. If resistance of installed set at time of building acceptance has not reached 0.5", store remaining sets of new media in or near mechanical room for Owner's future use.



PART 2 PRODUCTS

2.03 SHEET METAL

Ductwork to be essentiall air tight, conform to recommendations of ASHRAE, latest edition and be constructed per SMACNA Manual for low velocity ductwork. Maintain SMACNA manual on job for reference by workmen and engineer. Label ducts, liners, sound attenuation, flex ducts, flex connections and adhesives "Incombustible", flame spread 0-25, NFPA-90A. Duro Dyne, Ventlock and Young Sheet Metal hardware.

Sheet metal to comply with ASTM A-525-64T with 1-1/14 oz. coating and bear stamp of manufacturer.

Connection to fans and vent units to be made by flexible fabric approved by the NFPA, Ventfab or Asbestoseal.

Furnish and install necessary plaster or perimeter frames as required in plaster of acoustical surfaces.

Commercial manufactured turning vanes with single metal thickness vanes on 1 1/2" spacing or airfoil vanes on 2 1/2" spacing. Use on all square corners.

On ducts lined with sound attenuating insulation, support damper rods on both ends with #605 Ventlock inside end bearings.

Install smoke dampers in main return duct which are furnished and located by control supplier.

Tape joints of low velocity metal ductwork with aluminum waterproof cloth duct tape, 4 oz. canvas 4" wide applied with 2 coats of Lagfas or hardcast tape system.

2.04 HANGERS AND SUPPORTS

Provide rod, strap or angle iron hangers and supports required for ducts and equipment.

2.05 LOUVERS

Constructed of 20 gage galvanized steel, set in 16 gage galvanized steel angle frame, approximately 4" deep, 1/2" hemmed edges overlapping in projection, set 45° to the horizontal, and backed with 1/2" x 16 gage galvanized wire mesh. Reinforced as required. Intermediate blade baffles on louvers for stormproofing. After fabrication, paint one coat of red rustoleum primer.



PART 2 PRODUCTS

2.06 FIRE DAMPERS

U.L. labeled fire dampers, FLD-1, with 100% free area to be either vertical or horizontal operating folding blade type. Factory mount in separate NFPA-90A approved sleeve extended longer than wall thickness to provide duct connection flange on each side. Provide angle collars per NFPA-90A to clamp sleeve to wall. Provide duct access doors with gaskets for damper setting.

Dampers to be Ruskin, Frame B; United Type B; Air Balance Type B; T & B, Fl; Phillips; Advanced Air, American Warming.

2.07 SUB-FLOOR DUCTS

Pipe and fittings in accord with standard practice of manufacturer. Fiberglass duct - Spunstrand, Fenco

Assemble with internal sheet metal collars and Presstite No. 579.6 mastic. Fasten with sheet metal screws. Wrap joint with PVC pressure sensitive tape.

Provide underfloor boots for register connection of 18 gage galvanized steel flanged to duct, sealed as for the pipe, and held in place with 3/16" machine screws on 9" maximum centers. Encase boot and connection in not less than 2" of concrete. See detail.

Line duct with 1" thick molded round fiberglass duct liner. Slide liner into duct with cement. Miter corners and fittings. Rectangular boots to registers not insulated but encased in concrete. J-M Microaire, Gustin-Bacon.

Backfill around sub-floor duct work with 3/8" pea gravel by hand to assure alignment and concentricity. See drawing details for boot connection and placement of blocking during pouring.

As option, Polyvinyl-chloride coated galvanized steel heat fused each side. P.V.S.

Tape joints with hardcast for leakfree installation.

2.08 BACK DRAFT DAMPER

12 gage steel frame and .063" aluminum blades with adjustable counterweight. Dow Co.

2.09 AIR DISTRIBUTION PRODUCTS

Following manufacturers have been reviewed to supply air distribution equipment provided all items can be supplied to meet specifications: Barber-Colman, Krueger, Waterloo, T & B, Air Guide, Titus, Carnes, Agitair

PART 2 PRODUCTS (Continued)

2.10 FLOOR SUPPLIES

Satin finished extruded aluminum bars and frame. Bars of 1/4" width on 1/2" centers and laterally braced. Frame 3/4" wide. Furnish with hex-key operated opposed blade damper attached.

2.11 CEILING DIFFUSER

Square necked perforated face diffuser with easily removable face plate for field adjustment of core blades to obtain adjustable pattern without altering appearance of diffuser. Core to be removable for duct access. Krueger 1100 only to throw under lights. Provide with extractor.

Finish baked white enamel. Surface mounted. Provide matching ceiling returns or exhaust, sized to match supplies.

2.12 RETURN GRILLES

Maximum fret spacing 1/2". Finish baked white enamel.

2.13 SOUND ATTENUATION

Where shown or called for provide sound absorbing duct liner. 1" thick glass fiber blanket type liner with black thermosetting resin coating on exposed side and rated for velocities up to 4000 fmp. Liner to conform to NFPA-90A with fire hazard rating of not over 25 flame spread, 50 fuel contributed, and 50 smoke developed. Liner to conform to latest edition of SMACNA Standards.

Fasten to duct with adhesive and weld pins with washers or grip nails. Apply adhesive on all butt edges. Adhesive Benjamin Foster 85-20 or Insulcoustic IC-220. On ducts over 18" wide coat entire metal surface with adhesive.

Space pins or nails 2" back from leading and following edges and 3" from corners. Then space 6" on centers along leading edges and 15" on centers each way on balance of surface.

PART 3 EXECUTION

3.01 Install where indicated and as described above.

PART 1 GENERAL

- 1.01 Employ a temperature control subcontractor to furnish and install a complete system of automatic temperature control in accordance with plans and specifications and be responsible for operation of his system for a period of one year from date of acceptance.

System may be electric, electronic or pneumatic. "Electronic" means adjustable ratio electronic controls or master, sub-master pneumatic control.

All electric wiring exposed in concrete or block construction or underground, shall be pulled in conduit in accord with electrical division of specification. Provide all wiring where not in conduit with one spare circuit in each control device. Use plastic covered conductors not less than 18 gage. Do not exceed 30 volts control voltage except in starter pilot circuits. Electric outlets as needed for control source to be provided by this Contractor.

For pneumatic system furnish air compressor, starter per Section 15050 and wiring complete per code from power source. Provide 60 to 80 psig belt driven compressor with all accessories including air drier, intake muffler located outside building and ASME storage tank with automatic drain trap. In compressor discharge, install air filter and trap assembly to provide for removal of oil. Each compressor sized to deliver necessary air with no more than 50% operation. Minimum tank size 30 gallons. Tank drainer A.O. Smith Model 29 VD 221A.

Use only hard drawn copper tubing with soldered fittings or plastic tubing in conduit or metal raceways in exposed areas, concrete or block construction or underground. In concealed areas enclose tubing in plastic encased semi-rigid bundle. Do not fasten control tubing to sheet metal work. Provide drip pockets where required.

All averaging bulbs shall be not less in length than the width of the airstream being sampled.

Protect all exposed capillary tubes and instruments in air plenums or fan casings from mechanical damage with suitable metal covers.

All outside air and relief zone damper motors and coil valve operators shall be of the spring return type to close on failure of power supply or system shut-down.



PART 1 GENERAL (Continued)

1.01 (Continued)

This contract includes all 120 volt wiring from the nearest appropriate power panel to control equipment. It also includes wiring between line voltage control equipment and the controlled device and all 120 volt wiring to sequence motors or to provide remote manual control as specified herein. Control supplier shall furnish all necessary relays for controlling 120 volt circuits.

Where controls are required to be mounted outside, they shall be in suitable weatherproof enclosures.

Control diagrams shall be superimposed on a system flow chart and submitted in 6 copies to Engineer for approval before installation.

Submittal data shall include a narrative description of sequencing and operation of controls.

Johnson, Barber-Colman, Honeywell, Powers, Robertshaw.

PART 2 PRODUCTS

2.01 AIR DRIER

With control compressor provide self-contained refrigerated, air cooled drier to provide equivalent of  $-10^{\circ}$  atmospheric dewpoint. Heat exchanger to be tube-in-tube with adequate prime heat exchange surface and no secondary surface. Hankinson or equivalent.

2.02 AUTOMATIC PROTECTION

Provide automatic shutdown of fan motors from approved ionization smoke detectors located in return air duct just prior to building relief or outside air mixing and in main supply ductwork downstream from filters.

Provide smoke dampers to sheet metal contractor for installation in main return duct. Arrange damper to close when system is not operating, when smoke is detected in ductwork by detectors & when manual emergency disconnect switch is off.

2.03 NAMEPLATES

All switches, relays, time clocks, starters, controlling instruments, valves, and operators furnished under this contract shall have an engraved bakelite nameplate indicating which item it controls.

PART 2 PRODUCTS (Continued)

2.04 TIME CONTROLS

Seven-day time clock with half hour divisions. Provide 4 hour timer switch to bypass time settings with engraved nameplate. Locate in Storage Room 105.

2.05 THERMOSTATS

Provide non-external adjustment unit with locking cover and without thermometer. LOCATE 6' ABOVE FLOOR AND COVER WITH CAST METAL GUARD ATTACHED TO WALL SEPARATELY FROM STAT MOUNTING PLATE.

2.06 NO HEAT CONTROL

All no-heat controls for coils shall be of the capillary type serpentine against the coil face on the downstream side. Fasten to coil with fine copper wire. Minimum length equal to coil length. Arrange so that unit can operate without heat until discharge temperature drops to the selected temperature and will function to shut outside air damper and stop fan motor only.

2.07 CONTROL DAMPERS - LOW PRESSURE SYSTEMS

Furnish all automatic control dampers, except multizone dampers.

Maximum blade length 48" and maximum blade height 8". Blades shall be in a 2" x 1/2" x 1/8" channel frame with stops all around sides and ends for seal. Provide adequate operators for proper operation.

Damper rods to be stainless steel turning in nylon or Delrin bearings with blades and frames galvanized or extruded aluminum throughout. Guarantee dampers not to have more than 96 cfm leakage at 1 1/2" static pressure differential with 50-inch-pounds torque from the operator on a 24" x 24" damper.

Johnson, Honeywell, Ruskin, Robertshaw, Powers

2.08 CONTROL PANEL

Provide steel enclosures to contain remote instruments, relays, time switches, EP relays, and PE relays. Switches, pilot lights and gauges specified in this section flush mounted in face of panel. Provide with locked hinged door. Locate panel in Mechanical Room.

PART 2 PRODUCTS (Continued)

2.09 FILTER GAGE

Provide a Dwyer Model No. 2001-AF Magnehelic gage complete with mounting nut, two static pressure tips with washers, jam nuts and compression fittings. Provide engraved nameplate reading "Change Filters at 1/2" Pressure drop".

PART 3 EXECUTION

3.01 NIGHT OPERATION

Locate low limit thermostat adjacent to thermostat in representative cold zone. Set thermostat for 60°F. Keep outside air dampers closed during unoccupied periods with separate time clock.

Entire heating system is to remain in operation during unoccupied periods, subject to the normal room control, when outside air temperature is below 30°F., except outside air dampers to remain closed.

3.02 MULTIZONE CONTROL

Hot plenum control by modulating steam VALVES IN SEQUENCE, SMALL FIRST, AT HEATING COIL ACCORDING TO ZONE REQUIRING MOST HEATING.

Set no-heat stat in hot deck at 60°F.

Close outside air damper on unit shutdown.

Control outside, return and relief dampers to provide cooling according to zone requiring most cooling. When further cooling is required operate liquid solenoid valves in sequence, upstream one first. Lock out refrigeration below 55°F outside temperature and when fan is not running. Above 75°F outside temperature, return dampers to minimum outside air setting shown on drawings and continue to provide cold deck according to zone requiring most cooling with separate controller.

See hot gas by-pass control under refrigeration.

Provide liquid filled averaging bulb thermometer with 3" dial in mixed air, hot and cold decks. Bulb not less in length than full width of plenum. Support bulb on wire or rod.

Zone thermostats control zone mixing dampers directly.

Operate unit from building time clock. Interlock toilet room exhaust fan.