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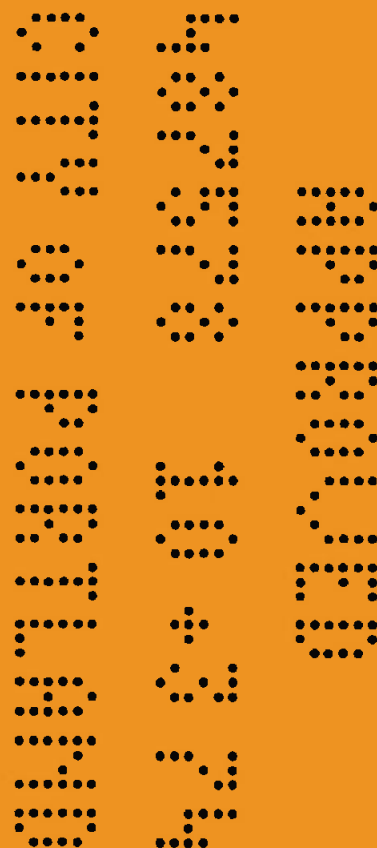
SPECIFICATIONS FOR
PARKS & MALLS, PHASE IV
SOUTH AUDITORIUM URBAN RENEWAL PROJECT
ORE. R-1

PORTLAND DEVELOPMENT COMMISSION
1700 S. W. Fourth Avenue
Portland, Oregon 97201
(503) 224-4800

3037

McARTHUR/GARDNER/PARTNERSHIP
Planning/Landscape Architecture

Contract No. _____



Set No. 22

August 23, 1974

PARKS & MALLS PHASE IV
SOUTH AUDITORIUM URBAN RENEWAL PROJECT
Portland, Oregon

ADDENDUM NO. 2

The following revisions to the plans for the above project shall hereby become a part of the Contract Documents:

(1) DRAWING SHEET NO. 4 and DRAWING SHEET NO. 5

The concrete sewer pipe for storm drainage shown as 6" shall be changed to 8". Approximately 325 feet of pipe is involved from the manhole near the stairs at the south end of the mall to the existing manhole in S.W. Lincoln Street.

Connection from trench drains to storm drain line shall be 6" concrete pipe.

(2) DRAWING SHEET NO. 10

The type "C" and type "E" fixtures specified shall be changed to "Kim" No. 5121MV with 5080 BN beam narrowing reflector and 100 watt R40 mercury vapor lamp.

(3) SUBSTITUTIONS

The following is a list of substituted materials and equipment that have been approved for use on this project. Any item not listed was either rejected or received too late for consideration, and consequently its use will not be permitted. All approvals are contingent upon compliance with drawings and specifications.

<u>Item Specified</u>	<u>Substitution</u>
Drawing Sheet No. 10 Type "A" Fixture as manufactured by Stern Lighting	Architectural Area Lighting Co. #ALB24-7119
Drawing Sheet No. 10 Type "B" Fixture, "Moldcast" No. T14079	Devine Lighting Inc. No. HCD 3452. Ballast must be offset 3/4" for concrete coverage

PORTLAND DEVELOPMENT COMMISSION

By 
James J. Robertson, Project Engineer

August 22, 1974

PARKS & MALLS PHASE IV
South Auditorium Urban Renewal Project
Portland, Oregon

ADDENDUM NO. 1

The following revisions to the plans and specifications for the above project shall hereby become a part of the Contract Documents:

- (1) BID FORM
Sheet 2: Substitute Bid Form Sheet 2 revised August 22, 1974, attached. A complete Bid Form (2 sheets) is enclosed which should be substituted for the Bid Form in the Bidders Packet.
- (2) SPECIFICATION 2D - EARTHWORK
Part III Execution, Item A Inspection of Subgrades:
Add paragraph 5. "Contractor shall line footing excavations with adequate casings to meet standard safety requirements for the purpose of inspecting such excavations for conformity with the Contract Documents".
- (3) DRAWING SHEET NO. 3
Mall Landing at S. W. Lincoln St.:
Revise Sheet No. 3 and all other references to accommodate new details shown on Sheets R-1 and R-2 dated August 22, 1974, enclosed.
- (4) DRAWING SHEET NO. 6
Section 2 Extension:
The foundation member shown as a spread footing at the far right (E1:16.0') shall be a type C caisson as indicated in the Foundation Plan @ Sculpture Platform on Sheet No. 7.
- (5) DRAWING SHEET NO. 13
Section of Planter Box 1/13
Delete word "reglet".
- (6) DRAWING SHEET NO. 15
Planting List:
The quantity of Rhodedendron "Blue Tit" shall be changed from 52 to 26.

PORTLAND DEVELOPMENT COMMISSION

By 
James J. Robertson
Project Engineer

Date 8-22-74

22

BID FOR PARKS & MALLS, PHASE IV
SOUTH AUDITORIUM URBAN RENEWAL PROJECT

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

1. BASIC BID

The undersigned, having familiarized (himself) (themselves) (itself) with the existing conditions of the Project Area affecting the cost of the Work, and with the Contract Documents (which include Invitation for Bids, Instructions to Bidders, Bid Form, Form of Non-Collusion Affidavit, the Form of Bid Bond, the Form of Agreement, the Form of Performance and Payment Bond, General Conditions, Part I, II, and III, Special Conditions, Drawings (as listed in the Schedule of Drawings), Technical Specifications, and Addenda (if any), all as prepared by the McARTHUR/GARDNER/PARTNERSHIP under the direction of James J. Robertson, Project Engineer, and on file in the office of the PORTLAND DEVELOPMENT COMMISSION, hereby proposes to furnish all supervision, technical personnel, labor, materials, supplies, machinery, tools, appurtenances, equipment and services, including utility and transportation services required to construct and complete the PARKS & MALLS, PHASE IV located in the SOUTH AUDITORIUM URBAN RENEWAL PROJECT, ORE. R-1, in accordance with the above listed documents at and for the sum of:

_____ Dollars
and _____ Cents (\$ _____).

1-A. BASIC BID - PRICE SEPARATION

The Bidder certifies that all work included in the above BASIC BID consists of the following two schedules of work as defined in Paragraph 425 in the Special Conditions and his bid prices for these two Schedules (to be used for accounting and financing purposes only) are as follows:

for Schedule "A": _____ Dollars
and _____ Cents (\$ _____)
for Schedule "B": _____ Dollars
and _____ Cents (\$ _____)

2. ALTERNATE NO. 1

If the following ALTERNATE BID, as defined in Section 1-B of the TECHNICAL SPECIFICATIONS, is accepted by the PORTLAND DEVELOPMENT COMMISSION the undersigned agrees to make the following adjustment to the above Base Bid:

ALTERNATE NO. 1 Provide Schedule "C" Work: add the sum of

_____ Dollars
and _____ Cents (\$ _____).

3. In submitting his Bid, the Bidder understands that the right is reserved by the PORTLAND DEVELOPMENT COMMISSION to reject any and all bids. If written notice of the acceptance of any Bid is mailed, telegraphed, or delivered to the undersigned within fifteen (15) days of this Bid, the undersigned agrees to execute and deliver an Agreement in the prescribed form and furnish the required bond within ten (10) days after the Agreement is presented to him for signature.

4. Secutity in the sum of _____ Dollars

(\$ _____) in the form of _____ is submitted herewith in accordance with the INSTRUCTIONS TO BIDDERS.

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

6. CERTIFICATION OF NONSEGREGATED FACILITIES

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

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

7. The undersigned acknowledges receipt of Addenda No. _____ through _____,

Date _____

(Name of Bidder)

Official Address (including ZIP code)

By _____

(Title)

Parks & Malls Phase IV
South Auditorium Urban Renewal
Project

4. Secutity in the sum of _____ Dollars

(\$ _____) in the form of _____ is submitted herewith in accordance with the INSTRUCTIONS TO BIDDERS.

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

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

7. The undersigned acknowledges receipt of Addenda No. _____ through _____,

Date _____

(Name of Bidder)

Official Address (including ZIP code)

By _____

(Title)

Parks & Malls Phase IV
South Auditorium Urban Renewal
Project

AREA C ALTERNATE NO 1 AREA

AREA A

N

BRICK PAVING
(TYPE #1)

3 BOLLARDS

BRICK PAVING (SEE
RAMP DETAIL)

RELOCATE EXIST. C.B.

S.W. LINCOLN ST.

REVISED LANDING PLAN

S.W. 2ND AVE. AT S.W. LINCOLN ST.
SCALE: 1/8" = 1'-0"

5'-0"

TOP OF CURB & SIDEWALK BEYOND RAMP

1'-6"

3/4" MORTAR

CONC. SCAB

SECTION A-A

RAMP DETAIL

SCALE: 1" = 1'-0"

PORTLAND DEVELOPMENT COMMISSION

1700 S. W. 4th AVENUE

PORTLAND, OREGON 97201

PARKS & MALLS
PHASE 4

AUGUST 22, 1974 LER

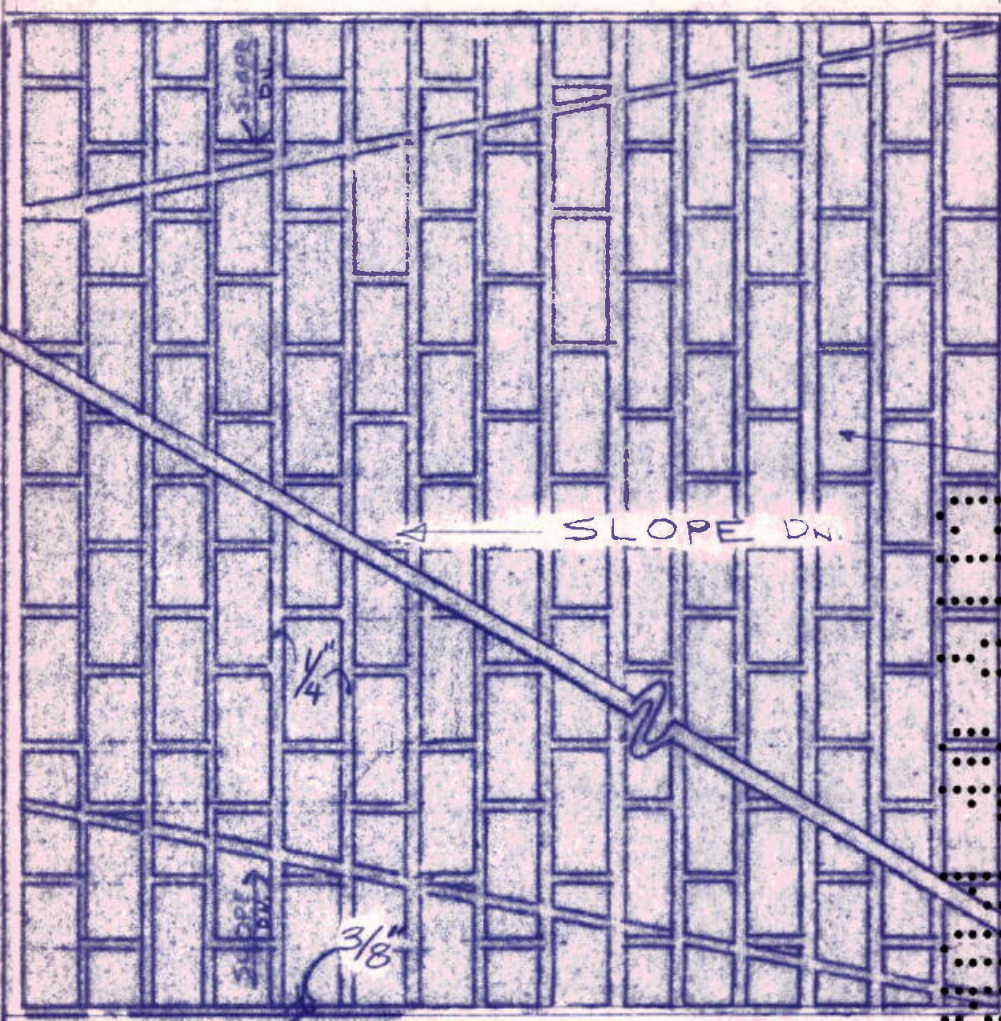
SHEET NO.

R-1

S.W. LINCOLN ST.

CURB
SAND FINISH CONC. BAND
5'-0"

1'-6"
1'-0"
13'-0"
1'-0"
1'-6"



TYPE NO. 1
BRICK IN
TYPE M
MORTAR W/
1/4" JOINTS

SAND FINISH CONC. BAND

NOTE:
FOR SECTION SEE SHEET
R-1.

PLAN
RAMP DETAIL
SCALE: 1"=1'-0"

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INVITATION FOR BIDS

The PORTLAND DEVELOPMENT COMMISSION will receive sealed bids for the

PARKS & MALLS, PHASE IV LOCATED IN THE SOUTH AUDITORIUM URBAN RENEWAL PROJECT

until 2:00 P.M. Pacific Daylight Time on the 30th day of August, 1974 at 1700 S. W. Fourth Avenue, Portland, Oregon 97201, at which time and place all Bids will be publicly opened and read aloud.

The work consists of approximately three hundred lineal feet of Pedestrian Mall and a small Park. Included in the work is excavation, grading; concrete paving, steps, curbs, walls and footings; brick paving, benches, lawns, plantings, special soil mixes, irrigation, storm and subsurface drainage, lighting and related improvements.

Contract Documents, including Drawings and Specifications, are on file at the office of the PORTLAND DEVELOPMENT COMMISSION, at 1700 S. W. Fourth Avenue, Portland, Oregon 97201.

Copies of the Contract Documents may be obtained by depositing \$25.00 with the PORTLAND DEVELOPMENT COMMISSION for each set of documents so obtained. Each such deposit will be refunded if the Drawings and Contract Documents are returned in good condition within ten (10) days after the Bid Opening.

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

Attention is called to the fact that not less than the minimum salaries and wages as set forth in the Contract Documents must be paid on the Project, and that the Contractor must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin, and that the Contractor must comply with Federal regulations pertaining to the employment of apprentices and trainees as set forth in the Contract Documents.

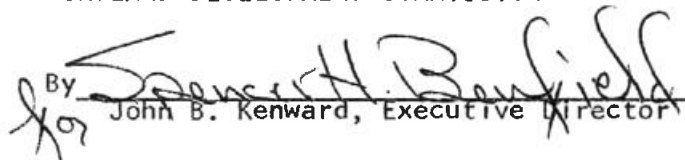
Attention is called to all provisions of Oregon Revised Statutes, Chapter 279, including those providing for prequalification. The qualification required for Bidders on this Contract shall be the regular City of Portland Prequalification Statement. The Bidder's Prequalification Statement must be filed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

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

Bids may be held by the PORTLAND DEVELOPMENT COMMISSION for a period not to exceed fifteen (15) days from the date of the opening of Bids for the purpose of reviewing the Bids and investigating the qualifications of the Bidders, prior to awarding the Contract.

PORTLAND DEVELOPMENT COMMISSION

Date August 9, 1974

By  John B. Kenward, Executive Director

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INSTRUCTIONS TO BIDDERS

1. USE OF SEPARATE BID FORMS

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

2. INTERPRETATIONS OR ADDENDA

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

3. INSPECTION OF SITE

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

4. ALTERNATIVE BIDS

No alternative bids will be considered unless alternative bids are specifically requested by the Special Conditions.

5. BIDS

a. All Bids must be submitted on forms supplied by the Local Public Agency and shall be subject to all requirements of the Contract Documents, including the Drawings, and these INSTRUCTIONS TO BIDDERS. All bids must be regular in every respect, and no interlineations, excisions or special conditions shall be made or included in the Bid Form by the Bidder.

b. Bid Documents including the Bid, the Bid Guaranty, the Non-Collusion affidavit and the Statement of Bidder's Qualifications (if requested) shall be enclosed in the

envelope, which shall be sealed and clearly labeled with the site improvement title, project number, name of bidder and date and time of bid opening in order to guard against premature opening of the bid.

c. The Local Public Agency may consider as irregular any Bid on which there is an alteration of or departure from the Bid Form hereto attached and at its option may reject the same.

d. If the Contract is awarded, it will be awarded by the Local Public Agency to a responsible Bidder on the basis of the lowest Bid and the selected Alternative Bid items, if any. The Contract will require the completion of the work according to the Contract Documents.

3. Each Bidder shall include in his Bid the following information:

<u>Principals</u>	<u>Firm</u>
Names	Name
Social Security Number	Treasury Number
Home Address, including city, state, zip code	Address
	City, state, zip code

6. BID GUARANTY

a. The Bid must be accompanied by a Bid guaranty which shall not be less than ten percent (10%) of the amount of the Bid. At the option of the Bidder, the guaranty may be a certified check, bank draft, negotiable U.S. Government Bonds (at par value), or a bid bond in the form attached. The Bid bond shall be secured by a guaranty or a surety company listed in the latest issue of U.S. Treasury Circular 570. The amount of such Bid bond shall be within the maximum amount specified for such company in said Circular 570. No Bid will be considered unless it is accompanied by the required guaranty. Certified check or bank draft must be made payable to the order of the Portland Development Commission. Cash deposits will not be accepted. The Bid guaranty shall insure the execution of the Agreement and the furnishing of the surety bond or bonds by the successful Bidder, all as required by the Contract Documents.

b. Revised Bids submitted before the opening of Bids, whether forwarded by mail or telegram, if representing an increase in excess of two percent (2%) of the original Bid, must have the Bid guaranty adjusted accordingly; otherwise the Bid will not be considered.

c. Certified checks or bank drafts, or the amount thereof, Bid bonds, and negotiable U. S. Government bonds of unsuccessful Bidders will be returned as soon as practical after the opening of the Bids.

7. COLLUSIVE AGREEMENTS

a. Each Bidder submitting a Bid to the Local Public Agency for any portion of the work contemplated by the documents on which bidding is based shall execute and attach thereto an affidavit substantially in the form herein provided, to the effect that he has not colluded with any other person, firm or corporation in regard to any Bid submitted.

b. Before executing any subcontract the successful Bidder shall submit the name of any proposed subcontractor for prior approval and an affidavit substantially in the form provided in Section 103, SUBCONTRACTS under GENERAL CONDITIONS, PART I.

8. CORRECTIONS

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

9. TIME FOR RECEIVING BIDS

a. Bids received prior to the advertised hour of opening will be securely kept, sealed. The officer whose duty it is to open them will decide when the specified time has arrived, and no Bid received thereafter will be considered; except that when a Bid arrives by mail after the time fixed for opening, but before the reading of all other Bids is completed, and it is shown to the satisfaction of the Local Public Agency that the non-arrival on time was due solely to delay in the mails for which the Bidder was not responsible, such Bid will be received and considered.

b. Bidders are cautioned that, while telegraphic modifications of Bids may be received as provided above, such modifications, if not explicit and if in any sense subject to misinterpretation, shall make the Bid so modified or amended, subject to rejection.

10. OPENING OF BIDS

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

11. WITHDRAWAL OF BIDS

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

12. AWARD OF CONTRACT: REJECTION OF BIDS

a. The Contract will be awarded to the responsible Bidder submitting the lowest Bid complying with the conditions of the Invitation for Bids. The Bidder to whom the award is made will be notified at the earliest possible date. The Local Public Agency, however, reserves the right to reject any and all Bids and to waive any informality in Bids received whenever such rejection or waiver is in its interest.

b. The Local Public Agency reserves the right to consider as unqualified to do the work of general construction any Bidder who does not habitually perform with his own forces the major portions of the work involved in construction of the improvements embraced in this Site Preparation Contract.

13. EXECUTION OF AGREEMENT: PERFORMANCE AND PAYMENT BOND

a. Subsequent to the award and within seven days after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the Local Public Agency an Agreement in the form included in the Contract Documents in such number of copies as the Local Public Agency may require.

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

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

14. WAGES AND SALARIES

a. Attention of Bidders is particularly called to the requirements concerning the payment of not less than the prevailing wage and salary rates specified in the Contract Documents and the conditions of employment with respect to certain categories and classifications of employees. See GENERAL CONDITIONS, PART II and III.

b. The rates of pay set forth under GENERAL CONDITIONS, PART II are the minimums to be paid during the life of the Contract. It is therefore the responsibility of Bidders to inform themselves as to local labor conditions, such as the length of work day and work week, overtime compensation, health and welfare contributions, labor supply and prospective changes or adjustment of rates.

15. EQUAL EMPLOYMENT OPPORTUNITY

Attention of Bidders is particularly called to the requirement for ensuring that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin. See GENERAL CONDITIONS, PART II, Section 210.

16. LICENSING OF CONTRACTORS

The Contractor shall comply with all state and local requirements pertaining to licensing of contractors and builders including all "special" licensing requirements for trades employed pursuant to work performed under this contract.

17. PREQUALIFICATION

a. Attention of Bidders is called to the Oregon Revised Statutes, Chapter 279, providing for prequalification of Bidders on public contracts.

b. The prequalification required for Bidders on this Contract shall be the regular City of Portland Prequalification Statement. The Bidder's Prequalification Statement must be filed with the City Engineer not later than ten (10) days prior to the Bid opening time.

18. PRE-CONSTRUCTION CONFERENCE

Upon notification by the Local Public Agency, each successful bidder will be required to attend a Pre-Construction Conference with his known principal subcontractors, including but not limited to major items of work such as heating, electrical, plumbing and so forth. The purpose of the Pre-Construction Conference is to discuss, among other considerations, the responsibility of the successful bidder and his subcontractors under Executive Order 11246, and the requirements for an Affirmative Action Program from the successful bidder and subcontractor.

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BID FOR PARKS & MALLS, PHASE IV
SOUTH AUDITORIUM URBAN RENEWAL PROJECT

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

1. BASIC BID

The undersigned, having familiarized (himself) (themselves) (itself) with the existing conditions of the Project Area affecting the cost of the Work, and with the Contract Documents (which include Invitation for Bids, Instructions to Bidders, Bid Form, Form of Non-Collusion Affidavit, the Form of Bid Bond, the Form of Agreement, the Form of Performance and Payment Bond, General Conditions, Part I, II, and III, Special Conditions, Drawings (as listed in the Schedule of Drawings), Technical Specifications, and Addenda (if any), all as prepared by the McARTHUR/GARDNER/PARTNERSHIP under the direction of James J. Robertson, Project Engineer, and on file in the office of the PORTLAND DEVELOPMENT COMMISSION, hereby proposes to furnish all supervision, technical personnel, labor, materials, supplies, machinery, tools, appurtenances, equipment and services, including utility and transportation services required to construct and complete the PARKS & MALLS, PHASE IV located in the SOUTH AUDITORIUM URBAN RENEWAL PROJECT, ORE. R-1, in accordance with the above listed documents at and for the sum of:

_____ Dollars
and _____ Cents (\$_____).

1-A. BASIC BID - PRICE SEPARATION

The Bidder certifies that all work included in the above BASIC BID consists of the following two schedules of work as defined in Paragraph 425 in the Special Conditions and his bid prices for these two Schedules (to be used for accounting and financing purposes only) are as follows:

for Schedule "A": _____ Dollars
and _____ Cents (\$_____)
for Schedule "B": _____ Dollars
and _____ Cents (\$_____).

2. ALTERNATE NO. 1

If the following ALTERNATE BID, as defined in Section 1-B of the TECHNICAL SPECIFICATIONS, is accepted by the PORTLAND DEVELOPMENT COMMISSION the undersigned agrees to make the following adjustment to the above Base Bid.

ALTERNATE NO. 1 Provide Schedule "C" Work: add the sum of

_____ Dollars
and _____ Cents (\$_____).

3. In submitting his Bid, the Bidder understands that the right is reserved by the PORTLAND DEVELOPMENT COMMISSION to reject any and all bids. If written notice of the acceptance of any Bid is mailed, telegraphed, or delivered to the undersigned within fifteen (15) days of this Bid, the undersigned agrees to execute and deliver an Agreement in the prescribed form and furnish the required bond within ten (10) days after the Agreement is presented to him for signature.

4. Security in the sum of _____ Dollars

(\$ _____) in the form of _____ is submitted herewith in accordance with the INSTRUCTIONS TO BIDDERS.

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

6. CERTIFICATION OF NONSEGREGATED FACILITIES

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

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

7. The undersigned acknowledges receipt of Addenda No. _____ through _____.

Date _____

(Name of Bidder)

Official Address (including ZIP code)

By _____

(Title)

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____)
County of _____) ss.

_____, being first duly sworn, deposes and says that:

(1) He is the _____ of
(owner, partner, officer, representative, or agent)
_____, the Bidder that has submitted
the attached Bid;

(2) He is fully informed respecting the preparation and contents of the
attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents,
representatives, employees or parties in interest, including this affiant, has in any
way colluded, conspired, connived or agreed, directly or indirectly, with any other
Bidder, firm, or person to submit a collusive or sham Bid in connection with the
Contract for which the attached Bid has been submitted or to refrain from bidding in
connection with such Contract, or has in any manner, directly or indirectly, sought
by agreement, or collusion or communication or conference with any other Bidder, firm,
or person to fix the price or prices in the attached Bid or of any other Bidder, or,
to fix any overhead, profit, or cost element of the bid price or the bid price of
any other Bidder, or to secure through any collusion, conspiracy, connivance, or
unlawful agreement any advantage against the PORTLAND DEVELOPMENT COMMISSION or any
person interested in the proposed Contract; and

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

(Signed) _____

Subscribed and sworn to before me

Title

this _____ day of _____, 19 _____

Title

My Commission expires _____

BID BOND

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

as PRINCIPAL, and

as SURETY,

are held and firmly bound unto the PORTLAND DEVELOPMENT COMMISSION hereinafter called the "Local Public Agency", in the penal sum of _____ Dollars (\$ _____), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Bid, dated _____, 19____, for _____

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

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

In presence of:

(Individual Principal)

(SEAL)

(Business Address)

(Individual Principal)

(SEAL)

(Business Address)

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

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

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in _____ original copies on the date and year first above written.

(Contractor)

By _____

Title _____

(Street)

(City)

APPROVED AS TO FORM:

Commission Legal Counsel

PORTLAND DEVELOPMENT COMMISSION

By _____

Title _____

AGREEMENT FOR SITE PREPARATION

THIS AGREEMENT made this _____ day of _____, 19__, by and between

(a corporation organized and existing under the laws of the State of _____)

(a partnership consisting of _____

_____) (an individual trading as _____

_____) hereinafter called the "Contractor,

and the Portland Development Commission, duly designated the Urban Renewal Agency of the City of Portland, Hereinafter called the "Local Public Agency".

WITNESSETH, that the Contractor and the Local Public Agency for the considerations stated herein mutually agree as follows:

ARTICLE 1. Statement of Work. The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services, including utility and transportation services, and perform and complete all work required for the construction of the improvements embraced in Site Preparation, Namely: _____

and required Supplemental work for the _____ Project all in strict accordance with the Contract Documents for Site Preparation, including all addenda thereto, numbered ____, ____, and ____, dated _____, all as prepared by James J. Robertson acting and, in these Contract Documents for Site Preparation, referred to as the "Engineer".

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

(S - 11/1/71)

employees for such services pursuant to the terms of Chapter 655, Oregon Revised Statutes, and any contract entered into pursuant thereto, or collected or deducted from the wages of such employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service, then this obligation shall be void; otherwise to remain in full force and effect.

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

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

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

_____ (Seal)	_____ (Seal)
By _____ (Seal)	_____ (Seal)
Surety	Contractor

(Surety's Agent execute and attach acknowledgement)

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we, _____, as Principal,
and _____

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

THE CONDITIONS AND OBLIGATION are such that, whereas the above-bounden
Principal did on the _____ day of _____, 19____, enter into
a contract with the PORTLAND DEVELOPMENT COMMISSION for _____

NOW, THEREFORE, if the said Principal shall faithfully and punctually comply
with all of the provisions of said Contract, including the said plans and speci-
fications, including any addenda thereto, and shall save the Portland Development
Commission free from all loss or damage that may result from failure so to do in-
cluding the wrongful or unauthorized use of any patented article or process; shall
remedy without expense to the Portland Development Commission any defects due to
faulty materials or workmanship, (including the defects due to the faulty materials
or workmanship of any subcontractor), for a period of one (1) year from date of
provisional acceptance of the work performed under said Contract; shall promptly
make payment to all persons supplying labor or materials for any prosecution of the
work provided for in such contract, and shall not permit any lien or claim to be
filed or prosecuted against the Development Commission on account of any labor or
material furnished; shall pay wages for a day's work of eight hours to all classes
of laborers, workmen or mechanics employed under said Contract not less than the rate
established or paid in the City of Portland for a day's work in the same trade or
occupation; shall promptly pay all contributions or amounts due the State Industrial
Accident Fund and the State Unemployment Compensation Trust Fund from said Principal
incurred in the performance of said Contract, and shall also pay to the State Tax
Commission all sums withheld from employees pursuant to ORS 315.575, 316.711 and
316.714; shall fully comply with all of the provisions of the ordinances of the City
of Portland and the laws of the State of Oregon relating to public contracts in so
far as the same are applicable to said Contract; and shall promptly as due, make
payment to any person, co-partnership, association or corporation furnishing medical,
surgical, and hospital care or other needed care and attention, incident to sickness
or injury, to any person employed by said Principal under said Contract, of all sums
which said Principal has agreed, or may agree, to pay for such services and all moneys
and sums which said Principal may or shall have deducted from the wages of such

Attest:

(Corporate Principal)

(Business Address)

By _____

Affix
Corporate
Seal

Attest:

(Corporate Surety)

Countersigned

(Business Address)

By _____

By _____

Affix
Corporate
Seal

Attorney-in-Fact, State of _____

(Power of attorney for person signing for surety company must be attached to bond)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____

Secretary of the corporation named as Principal in the
within bond; that _____, who signed the said bond on behalf
of the Principal was then _____ of said corporation; that I
know his signature, and his signature thereto is genuine; and that said bond was duly
signed, sealed, and attested to, for and in behalf of said corporation by authority
of its governing body.

(Corporate)

Title _____ (Seal)

Date _____

GENERAL SPECIFICATIONS

GENERAL CONDITIONS FOR SITE PREPARATION

PART I

101. DEFINITIONS

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

- a. The term "Contract" means the Contract executed by the Local Public Agency and the Contractor, of which these GENERAL CONDITIONS, PARTS I, II and III form a part.
- b. The term "Local Public Agency" means the Portland Development Commission which is authorized to undertake this Contract.
- c. The term "Contractor" means the person, firm or corporation entering into the Contract with the Local Public Agency to construct and install the Improvements embraced in this Site Preparation Contract.
- d. The term "Project Area" means the site of Urban Renewal Project within which are the specified Contract limits of the Improvements contemplated to be constructed in whole or in part under this Contract.
- e. The term "Engineer" means James J. Robertson, Project Engineer, serving the Local Public Agency with architectural or engineering services, his successor or any other person or persons, employed by said Local Public Agency for the purpose of directing or acting directly or indirectly through any Assistant Engineer having general charge of the work or through any assistant having immediate charge of a portion thereof limited by the particular duties entrusted to him.
- f. The term "landscape Architect" means the McArthur/Gardner/Partnership, serving the Local Public Agency, under the direction of the Engineer, with Landscape Architectural and related services.
- g. The term "Local Government" means the City of Portland, Oregon within which the Project Area is situated.
- h. The term "Contract Documents" means and shall include the following: Executed Agreement, Addenda(if any), Invitation for Bids, Instructions to Bidders, Signed Copy of Bid, General Conditions, Part I and II and III, Special Conditions, Technical Specifications, and Drawings (as listed in the Schedule of Drawings).
- i. The term "Drawings" means the drawings listed in the Schedule of Drawings.

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

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

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

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

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

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

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

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

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

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

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

102. SUPERINTENDENCE BY CONTRACTOR

a. Except where the Contractor is an individual and gives his personal superintendence to the work, the Contractor shall provide a competent superintendent, satisfactory to the Local Public Agency and the Engineer, on the work at all times during working hours with full authority to act for him. The Contractor shall also provide an adequate staff for the proper coordination and expediting of his work.

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

103. SUBCONTRACTS

a. The Contractor shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in this Contract until he has submitted a non-collusive affidavit from the subcontractor in substantially the form shown below and has received written approval of such subcontractor from the Local Public Agency.

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

State of _____)
County of _____) SS

_____, being first duly sworn, deposes and says that:

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

(2) He is fully informed respecting the preparation and contents of the subcontractor's proposal submitted by the subcontractor to _____, the Contractor for certain work in connection with the _____ Project in _____ (City or County and State).

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

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

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

(Signed) _____

(Title)

Subscribed and sworn to before me
this ____ day of _____, 19__.

Title

My Commission expires _____,
19__.

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

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

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

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

104. OTHER CONTRACTS

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

105. FITTING AND COORDINATION OF THE WORK

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

106. MUTUAL RESPONSIBILITY OF CONTRACTORS

If, through acts or neglect on the part of the Contractor, any other Contractor or any subcontractor shall suffer loss or damage on the work, the Contractor shall

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

107. PROGRESS SCHEDULE - COST BREAKDOWN

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

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

108. PAYMENTS TO CONTRACTOR

1. Partial Payments

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

b. Monthly or partial payments made by the Local Public Agency to the Contractor are moneys advanced for the purpose of assisting the Contractor to expedite the work of construction. All material and completed work covered by such monthly or partial payments shall remain the property of the Contractor and he shall be responsible for the care and protection of all materials and work upon which payments have been made. Such payments shall not constitute a waiver of the right of the Local Public Agency to require the fulfillment of all terms of the Contract and the delivery of all improvements embraced in this contract complete and satisfactory to the Local Public Agency in all details.

2. Final Payment

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

virtue of his contract, other than such claims, if any, as may be specifically excepted by the Contractor from the operation of the release as provided under the section entitled DISPUTES under GENERAL CONDITIONS, PART I.

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

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

3. Withholding Payments

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

4. Payments Subject to Submission of Certificates

Each payment to the Contractor by the Local Public Agency shall be made subject to submission by the Contractor of all written certifications required of him and his subcontractors by the section entitled CONTRACTOR'S CERTIFICATES under GENERAL CONDITIONS.

109. CHANGES IN THE WORK

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

b. Except for the purpose of affording protection against any emergency endangering life or property, the Contractor shall make no change in the materials used or in the specified manner of constructing and/or installing the Improvements or

supply additional labor, services or materials beyond that actually required for the execution of the Contract, unless in pursuance of a written order from the Local Public Agency authorizing the Contractor to proceed with the change. No claim for an adjustment of the Contract Price will be valid unless so ordered.

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

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

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

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

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

110. CLAIMS FOR EXTRA COST

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

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

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

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

III. TERMINATION: DELAYS: AND LIQUIDATED DAMAGES

a. Termination of Contract

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

b. Liquidated Damages for Delays

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

c. Excusable Delays

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

- (1) To any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, National Defense, or any other national emergency;

- (2) To any acts of the Local Public Agency;
- (3) To causes not reasonably foreseeable by the parties to this Contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, acts of another Contractor in the performance of some other contract with the Local Public Agency, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions; and
- (4) To any delay of any subcontractor occasioned by any of the causes specified in subparagraphs (1), (2), and (3) of this paragraph.

Provided, however, that the Contractor promptly (within ten days) notifies the Local Public Agency, in writing, of the cause of the delay. The Local Public Agency shall then ascertain the facts concerning the cause of the delay and the extent to which completion of the Project as a whole has been delayed. If the facts show the delay to be properly excusable under the terms of this Contract, the Local Public Agency shall extend the Contract time by a period commensurate with the period of excusable delay.

112. ASSIGNMENT OR NOVATION

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

113. DISPUTES

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

b. The Contractor shall submit in detail his claim and his proof thereof. Each decision by the governing body of the Local Public Agency will be in writing and will

be mailed to the Contractor by registered mail, return receipt requested.

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

114. TECHNICAL SPECIFICATIONS AND DRAWINGS

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

115. SHOP DRAWINGS

a. All required shop drawings, machinery details, layout drawings, etc. shall be submitted to the Engineer in five (5) copies for approval sufficiently in advance of requirements to afford ample time for checking, including time for correcting, resubmitting and rechecking if necessary. The Contractor may proceed, only at his own risk, with manufacture or installation of any equipment or work covered by said shop drawings, etc. until they are approved and no claim, by the Contractor, for extension of the Contract Time will be granted by reason of his failure in this respect.

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

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

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

116. REQUESTS FOR SUPPLEMENTARY INFORMATION

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

117. MATERIALS AND WORKMANSHIP

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

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

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

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

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

118. SAMPLES, CERTIFICATES AND TESTS

a. The Contractor shall submit all material or equipment samples, certificates, affidavits, etc., as called for in the Contract Documents or required by the Engineer,

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

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

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

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

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

119. PERMITS AND CODES

a. The Contractor shall give all notices required by and comply with all applicable laws, ordinances and codes of the Local Government. All construction work and/or utility installations shall comply with all applicable ordinances and codes, including all written waivers. Before installing any work, the Contractor shall examine the Drawings and Technical Specifications for compliance with applicable ordinances and codes and shall immediately report any discrepancy to the Local Public Agency. Where the requirements of the Drawings and Technical Specifications fail to comply with such applicable ordinances or codes, the Local Public Agency will adjust the Contract by change order to conform to such ordinances or codes (unless waivers in

writing covering the difference have been granted by the governing body or department) and make appropriate adjustment in the contract price or stipulated unit prices.

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

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

120. CARE OF WORK

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

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

c. In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instructions or authorization from the Local Public Agency, is authorized to act at his discretion to prevent such threatened loss or injury, and he shall so act. He shall likewise act if instructed to do so by the Local Public Agency. Any compensation claimed by the Contractor on account of such emergency work will be determined by the Local Public Agency as provided in the Section - CHANGES IN THE WORK under GENERAL CONDITIONS, PART 1.

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

e. The Contractor shall shore up, brace, underpin, secure, and protect as may be necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with the construction of the improvements embraced in this Contract. The Contractor shall be responsible for the giving of any

and all required notices to any adjoining or adjacent property owner or other party before the commencement of any work. The Contractor shall indemnify and save harmless the Local Public Agency from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the Local Public Agency may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

121. ACCIDENT PREVENTION

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

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

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

122. SANITARY FACILITIES.

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

123. USE OF PREMISES

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

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

124. REMOVAL OF DEBRIS, CLEANING, ETC.

The Contractor shall, periodically or as directed during the progress of the work, remove and legally dispose of all surplus excavated material and debris, and keep the Project Area and public rights of way reasonably clear. Upon completion of the work, he shall remove all temporary construction facilities, debris and unused materials provided for the work, and put the whole site of the work and public rights of way in a neat and clean condition. Trash burning on the site of the work will be subject to prior approval of the Local Public Agency and existing State and local regulations.

125. INSPECTION

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

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

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

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

d. Inspection of materials and appurtenances to be incorporated in the Improvements embraced in this Contract may be made at the place of production, manufacture

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

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

126. REVIEW BY LOCAL PUBLIC AGENCY

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

127. FINAL INSPECTION

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

128. DEDUCTION FOR UNCORRECTED WORK

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

129. INSURANCE

a. Before commencing work, the Contractor shall submit copies of his Workmen's Compensation and Manufacturers' and Contractors' Public Liability Insurance Policies to the Local Public Agency for review and approval. He shall similarly submit his subcontractors' policies of similar insurance before each commences work. The policies submitted shall be scheduled on approved form to be supplied by the Local Public Agency.

The Local Public Agency will, in writing, identify the policies and indicate its approval or disapproval. New policies from other companies shall be provided in place of those disapproved. Such insurance shall be carried with financially responsible insurance companies, licensed in the State and approved by the Local Public Agency and shall be kept in force until the Contractor's work is accepted by the Local Public Agency. Contracts of insurance (covering all operations under this Contract) which expire before the Contractor's work is accepted by the Local Public Agency shall be renewed and submitted to the Local Public Agency for its approval.

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

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

d. The Contractor shall carry, during the life of the Contract, Property Damage Insurance in the penal sum of \$300,000 to protect the Contractor, the subcontractors and the Local Public Agency from all claims for property damage which might arise from operations under this Contract. Such insurance shall, without prejudice to coverage otherwise existing therein, name as additional insureds the Portland Development Commission (the Local Public Agency), its officers, agents and employees, and shall further provide that this policy shall not be cancelled prior to the completion of this Contract without ten (10) days notice to the Auditor of the Local Public Agency.

130. PATENTS

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

131. WARRANTY OF TITLE

No material, supplies, or equipment for the work shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. The Contractor shall warrant good title to all materials, supplies, and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed or placed thereon by him to the Local Public Agency free from any claims, liens, or charges. Neither

the Contractor nor any person, firm or corporation furnishing any material or labor for any work covered by this Contract shall have any right to a lien upon any improvement or appurtenance thereon. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any bond given by the Contractor for their protection or any rights under any law permitting such persons to look to funds due the Contractor in the hands of the Local Public Agency. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

132. GENERAL GUARANTY

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

133. RESPONSIBILITY OF CONTRACTOR

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

134. COMMUNICATIONS

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

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

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

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

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

135. INTERPRETATION OF SPECIFICATIONS

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

136. CONTROL OF PROJECT

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

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

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

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GENERAL CONDITIONS

PART II

(Federal Labor Standards Provisions)

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

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

202. DEFINED TERMS

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

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

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

204. MINIMUM WAGE RATES FOR LABORERS AND MECHANICS

All laborers and mechanics employed upon the work covered by this Contract shall be paid unconditionally and not less often than once each week, and without subsequent deduction or rebate on any account (except such payroll deductions as are made mandatory by law and such other payroll deductions as are permitted by the applicable regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to the Anti-Kickback Act hereinafter identified), the full amounts due at time of payment computed at wage rates not less than those contained

in the wage determination decision of said Secretary of Labor which is set forth in these specifications and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such laborers and mechanics. All laborers and mechanics employed upon such work shall be paid in cash, except that payment may be by check if the employer provides or secures satisfactory facilities approved by the Local Public Agency for the cashing of the same without cost or expense to the employee. For the purpose of this clause, contributions made or costs reasonably anticipated under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section 5.5(a)(1)(iv) of Title 29, Code of Federal Regulations. Also for the purpose of this clause, regular contributions made or costs incurred for more than a weekly period under plans, funds, or programs, but covering the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

205. UNDERPAYMENTS OF WAGES OR SALARIES

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

206. FRINGE BENEFITS AS PART OF WAGES

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

207. CONTRACT WORK HOURS STANDARDS ACT -- OVERTIME COMPENSATION

a. Overtime requirements. No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any laborer or mechanic in any workweek in which he is employed on such work to work in excess of eight hours in any calendar day or in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such workweek, as the case may be.

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

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

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

208. EMPLOYMENT OF APPRENTICES AND TRAINEES

(a) Apprentices. Apprentices will be permitted to work as such only when they are registered, individually, under a bona fide apprenticeship program registered with a State apprenticeship agency which is recognized by the Bureau of Apprenticeship and Training, U.S. Department of Labor; or, if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, U.S. Department of Labor. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the contractor as to his entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not a trainee as defined in subdivision (b) of this subparagraph or is not registered as above, shall be paid the wage rate determined by the Secretary of Labor for the classification of work he actually performed. The contractor or subcontractor will be required to furnish to the contracting officer written evidence of the registration of his program and apprentices as well as of the appropriate ratios and wage rates, for the area of construction prior to using any apprentices on the contract work.

(b) Trainees. Trainees will be permitted to work as such when they are bona fide trainees employed pursuant to a program approved by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training, and, where subdivision (III) of this subparagraph is applicable, in accordance with the provisions of Part 5a of this subtitle.

(c) The phrase "laborer or mechanic" as used in these specifications shall include for Federal Labor Standards Provisions purposes the categories of apprentices and trainees.

(d)(1) In compliance with 29 C.F.R. §5a.3 as amended, the contractor agrees:

(i) That he will make a diligent effort to hire for the performance of the contract a number of apprentices or trainees, or both, in each occupation, which bears to the average number of the journeymen in that occupation to be employed in the performance of the contract the applicable ratio as determined by the Secretary of Labor;

(ii) That he will assure that 25% of such apprentices or trainees in each occupation are in their first year of training, where feasible. Feasibility here involves a consideration of (a) the availability of training opportunities for first year apprentices, (b) the hazardous nature of the work for beginning workers, (c) excessive unemployment of apprentices in their second and subsequent years of training.

(iii) That during the performance of the contract he will, to the greatest extent possible, employ the number of apprentices or trainees necessary to meet currently the requirements of subdivisions (i) and (ii) of this subparagraph.

(2) The contractor agrees to maintain records of employment by trade of the number of apprentices and trainees, apprentices and trainees by first year of training, and of journeymen, and the wages paid and hours of work of such apprentices, trainees and journeymen. The contractor agrees to make these records available for inspection upon request of the Department of Labor and the Federal agency concerned.

(3) The contractor who claims compliance based on the criterion stated in §5a.4(b) agrees to maintain records of employment, as described in §5a.3(a)(2), on non-Federal and nonfederally assisted construction work done during the performance of this contract in the same labor market area. The contractor agrees to make these records available for inspection upon request of the Department of Labor and the Federal agency concerned.

(4) The contractor agrees to supply one copy of the written notices required in accordance with §5a.4(c) at the request of Federal agency compliance officers. The contractor also agrees to supply at 3 month intervals during performance of the contract and after completion of contract performance a statement describing steps taken toward making a diligent effort and containing a breakdown by craft, of hours worked and wages paid for first year apprentices and trainees, other apprentices and trainees, and journeymen. One copy of the statement will be sent to the agency concerned, and one to the Secretary of Labor.

(5) The contractor agrees to insert in any subcontract under this contract the requirements contained in this paragraph (29 CFR 5a.3(a) (1), (2), (3), (4), and (5)). Sections 5a.4, 5a.5, 5a.6, and 5a.7 shall also be attached to each such contract for the information of the contractor. The term "contractor" as used in such clauses in any subcontract shall mean the subcontractor.

(6) The provisions of paragraph (a) of this section shall not apply with regard to any contract, if the head of the Federal agency concerned finds it likely that making of the contract with the clauses contained in paragraph (a) of this section will prejudice the national security.

209. CONTRACTOR'S CERTIFICATES

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

210. EQUAL EMPLOYMENT OPPORTUNITY

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

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Local Public Agency setting forth the provisions of this nondiscrimination clause.
- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- c. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor or the Secretary of Housing and Urban Development pursuant thereto, and will permit access to his books, records, and accounts by the Local Public Agency, the Secretary of Housing and Urban Development, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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

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

211. EMPLOYMENT OPPORTUNITIES FOR LOWER INCOME PERSONS

The Contractor, in connection with work covered by this Contract, to the greatest extent feasible, shall provide opportunities for training and employment to lower income persons residing in the Project area.

212. EMPLOYMENT OF CERTAIN PERSONS PROHIBITED

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

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

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

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

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

215. FRINGE BENEFITS NOT EXPRESSED AS HOURLY WAGE RATES

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

216. POSTING WAGE DETERMINATION DECISIONS AND AUTHORIZED WAGE DEDUCTIONS

The applicable wage poster of the Secretary of Labor, United States Department of Labor (Form WHPC 1240), and the applicable wage determination decisions of said Secretary of Labor with respect to the various classifications of laborers and mechanics employed and to be employed upon the work covered by this Contract, and a statement showing all deductions, if any, in accordance with the provisions of this Contract, to be made from wages actually earned by persons so employed or to be employed in such classifications, shall be posted at appropriate conspicuous points at the site of the work.

217. COMPLAINTS, ETC., BY EMPLOYEES

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

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

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

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

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

220. QUESTIONS CONCERNING CERTAIN FEDERAL STATUTES AND REGULATIONS

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

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

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

222. SPECIFIC COVERAGE OF CERTAIN TYPES OF WORK BY EMPLOYEES

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

223. INELIGIBLE SUBCONTRACTORS

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

224. INTEREST OF CERTAIN FEDERAL AND OTHER OFFICIALS

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

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

225. PROVISIONS TO BE INCLUDED IN CERTAIN SUBCONTRACTS

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

226. BREACH OF FOREGOING FEDERAL LABOR-STANDARDS PROVISIONS

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

A 10x10 grid of dots. The dots are arranged in a pattern that resembles a stylized 'E' or a series of connected shapes. The pattern is composed of several horizontal and vertical segments of dots, with some gaps between them.

U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
LOW-RENT PUBLIC HOUSING

RECEIVED

TECHNICAL SALARY DETERMINATIONS

001 26 1973

EXHIBIT "A"

PORTLAND DEVELOPMENT COMMISSION

State of Oregon
(City)

(State)

Date August 1973

Master File

(Name of Local Authority)

Oregon - All

(Project Number)

Technical - Architects

(Type of Contract or Nature of Work)

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

Labor Relations Specialist

Area Director

CLASSIFICATIONS	MINIMUM SALARY RATES			REMARKS
	PER HOUR	PER MONTH	PER ANNUM	
Designer (Planner)	\$ 9.24			
Engineer (3)	8.50			
Engineer (2)	6.85			
Engineer (1)	5.92			
Landscape Architect (3)	8.21			
Landscape Architect (2)	6.49			
Landscape Architect (1)	5.47			
Draftsman (3)	5.40			
Draftsman (2)	4.37			
Draftsman (1)	3.53			
Inspector	5.20			
Chief of Party	5.80			
Instrumentman	5.24			
Rodman	4.25			
Chainman	3.89			
Architect (3)	7.78			
Architect (2)	6.03			
Architect (1)	5.13			

STATE: Oregon

COUNTIES: Statewide

DECISION NO.: AQ-1079

DATE: Date of Publication

Supersedes Decision No. AQ-1012, dated September 7, 1973, in 38 FR 24532

DESCRIPTION OF WORK: Building Construction (excluding single family homes and garden type apartments up to and including 4 stories), heavy and highway construction and dredging.

ASBESTOS WORKERS

BOILERMAKERS

BRICKLAYERS; Stonemasons:

Clackamas, Clatsop, Columbia, Gilliam, Hood River, Multnomah, Morrow, Sherman, Tillamook, Wasco (north of the City of Hainin), Washington, N-1/2 of Yamhill Cos.,
 N-1/2 of Lincoln, Marion, Polk, S-1/2 of Yamhill Cos.,
 Baker, S-1/2 of Malheur, Union, Umatilla, Walla Walla Cos.,
 Benton, Coos, Crook, Curry, Deschutes, Douglas, Grant, Harney, Jackson, Jefferson, Josephine, Klamath, Lake, Lane, S-1/2 of Lincoln, Linn, S-1/2 of Malheur, Wasco (incl. the City of Hainin & south thereof), Wheeler Cos.

CARPENTERS:

Acoustical & Drywall Applicators; Automatic Milling Machine; Carpenters; Form Strippers; Manhole Builders

Piledrivers, Bridge, Deck & Wharf Builders
 Floor Layers & Finishers; Stationary Power Saw Operators

Boom Men

Millwrights & Machine Erectors

CEMENT MASONS:

Cement Masons

Havle Worker; Composition Worker; Gunnite

Man; Power Machinery Operator

DRYWALL TAPERS

ELECTRICIANS:

Malheur County

Electricians

Cable Splicers

Baker; Gilliam; Grant; Morrow; Umatilla;

Union; Walla Walla; Wheeler Cos.

Electricians

Cable Splicers

Coos; Curry; Lincoln; Those portions of Douglas & Lane Cos. lying east of a line north & south from the SE corner of Coos Co. to the SE corner of Lincoln Co.

Electricians

Cable Splicers

Basic Hourly Rates	Fringe Benefits Payments			
	H & V	Pensions	Vacation	App. Tr.
\$7.85	.35	.60		.06
7.45	.60	1.00	.50	.02
7.90	.35	.35		.02
7.40	.35	.35		.02
7.85	.30			
7.55	.45	.45		.03
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
7.14	.35	.35	.20	.03
7.29	.35	.35	.20	.03
7.24	.40	.40	.35	.03
7.95	.30	1X		1X
8.745	.30	1X		1X
8.05	.35	1X + .40		.02
8.855	.35	1X + .40		.02
8.21	.25	1X		.04
9.00	.25	1X		.04

Benton; Crook; Deschutes; Jefferson; Lane (except coast portion); Linn; Marion; Polk; S-1/2 of Yamhill Cos.

Electricians

Cable Splicers

Clackamas; Clatsop; Columbia; Hood River;

Multnomah; Sherman; Tillamook; Wasco;

Washington; N-1/2 of Yamhill Cos.

Electricians

Cable Splicers

Harney; Jackson; Josephine; Klamath; Lake;

That portion of Deschutes lying east of a line

running north & south from the SE corner of

Coos to the SE corner of Lincoln Cos.

Electricians

Cable Splicers

ELEVATOR CONSTRUCTORS

ELEVATOR CONSTRUCTORS' HELPERS

ELEVATOR CONSTRUCTORS' HELPERS (PROB.)

SLAZERS

IRONWORKERS:

Structural; Reinforcing; Ornamental; Riggers;

Fence Erectors; Signal Men

LATHERS:

Clackamas; Clatsop; Columbia; Gilliam; Har-

ney; Hood River; Morrow; Multnomah; Sherman;

Tillamook; Wasco; Washington; Yamhill Cos.

HARKLE SETTERS:

Clackamas; Clatsop; Columbia; Gilliam; Hood

River; N-1/2 of Lincoln; Marion; Multnomah;

Morrow; Polk; Sherman; Tillamook; Wasco (north

of the City of Hainin); Washington; Yamhill

Cos.

Baker, N-1/2 of Malheur, Union, Umatilla,

Walla Walla Cos.

Outside

Inside

Benton, Coos, Crook, Curry, Deschutes,

Douglas, Grant, Harney, Jackson, Jefferson,

Josephine, Klamath, Lake, Lane, S-1/2 of

Lincoln, Linn, S-1/2 of Malheur, Wasco (incl.

the City of Hainin & south thereof), Wheeler

Cos.

PAINTERS:

Brush

Spray

High Work over 100'

High Towers, Ground to 100'

High Towers, Ground to 300'

High Towers, Ground to over 300'

Basic Hourly Rates	Fringe Benefits Payments			
	H & V	Pensions	Vacation	App. Tr.
\$3.50	.25	1X		.04
8.95	.25	1X		.04
8.05	.25	1X + .40		.02
8.70	.25	1X + .40		.02
8.40	.25	1X		.04
8.95	.25	1X		.04
7.12	.345	.23	2X + a	
70%JR	.345	.23	2X + a	
50%JR				
7.20	.26	.30	6.5X	.01
7.31	.48	.65	.25	.05
6.60	.15			.01
7.90	.35	.35		.02
7.85	.30			
7.65	.30			
7.00	.45	.45		.02
7.05	.30	.20		.03
7.30	.30	.20		.03
7.55	.30	.20		.03
7.20	.30	.20		.03
7.55	.30	.20		.03
8.05	.30	.20		.03

	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	App. Tr.
PLASTERERS	\$7.35	.50	.60		.01
PLUMBERS; Steamfitters:					
Baker; Harney(except NW portion); Malheur Cos.	7.39	.37	.40		.05
Grant(except SW corner); Morrow; Umatilla; Wallows; Union Cos.	7.96	.33	.85	.49	.08
N-1/2 of Benton, Lincoln, & Linn Cos.; S-1/2 of Tillamook & Yamhill Cos.; Marion & Polk Cos.	6.95	.51	.63	1.00	.08
Clackamas; Clatsop; Columbia; Gilliam; Hood River; Jefferson; Multnomah; Sherman; N-1/2 of Tillamook; Wasco; Wheeler; Washington; S-1/2 of Yamhill	7.68	.65	.75		.07
Coos; Curry; West Coast portion of Douglas; Lane(City of Florence)	7.74	.41	.52		.0175
Lane(except for City of Florence); Douglas (except Coast portion); Crook; Deschutes; NW portion of Harney; Northern portions of Klamath and Lake Cos.; S-1/2 of Lincoln, Linn, Benton, & Jefferson Cos.; SW corner of Grant County	7.73	.41	.62		.02
Remainder of Klamath & Lake Counties	7.06	.45	.55	.75	.05
Jackson & Josephine Counties	7.05	.40	.50	.43	.02
ROOFERS:					
Clackamas, Clatsop, Columbia, Gilliam, Hood River, Jefferson, Multnomah, Sherman, Tillamook, & Wasco Counties	7.30	.45	.55		
Coal Tar	7.80	.45	.55		
Coal Tar in confined areas	8.05	.45	.55		
Wallows County	6.65				
Coos, Crook, Curry, Deschutes, Douglas, Harney, Jackson, Josephine, Klamath, Lake, Lane, & Malheur Counties	6.53	.25			
Marion, Yamhill, Polk, Lincoln, Benton, & Linn Counties	6.00	.22	.15		
SHEET METAL WORKERS:					
Benton, Clackamas, Clatsop, Columbia, Crook, Deschutes, Gilliam, Grant, Harney, Hood River, Jefferson, Lincoln, Linn, Marion, Morrow, Multnomah, Polk, Sherman, Tillamook, Wasco, Washington, Wheeler, & Yamhill Cos.	6.94	.33	.24	.28	.02
Malheur County	7.06	.27	.20		.02
Baker, Umatilla, Union, Wallows Counties	7.65	.32	.50	.50	
Coos, Curry, Douglas, Lane Counties	7.85	.22	.34		.42
Jackson & Josephine Counties	6.73	.22	.30		

SOFT FLOOR LAYERS
SPRINKLER FITTERS
TILE SETTERS & TERRAZZO WORKERS:

Clatsop, Clackamas, Columbia, Gilliam, Harney, Hood River, N-1/2 of Lincoln, Marion, Morrow, Multnomah, Polk, Sherman, Wasco(north of the City of Madras), Washington, Tillamook, & Yamhill Counties
Baker, N-1/2 of Malheur, Union, Beatrice, & Wallows Counties
Benton, Coos, Crook, Curry, Deschutes, Douglas, Grant, Jackson, Jefferson, Josephine, Klamath, Lake, Lane, S-1/2 of Lincoln & Malheur Cos., Linn, Wasco(north of the City of Madras and south thereof), and Wheeler Cos.

TILE SETTERS' HELPERS

WELDERS; RIGGERS: Receive rate prescribed for craft performing operation to which welding is incidental.

PAID HOLIDAYS:

A-New Year's Day; B-Memorial Day; C-Independence Day; D-Labor Day;
E-Thanksgiving Day; F-Christmas Day.

FOOTNOTES:

- Employer credits 4% basic hourly rate of employee with over 5 years' service; 2% basic hourly rate from 6 months to 5 years' service to Vacation Plan. Six Paid Holidays: A through F.
- 4% of all gross wages to be placed to the credit of employees with less than one year of service. 6% to employees with more than one year of service.

NOTICES

POWER EQUIPMENT OPERATORS

GROUP I

ASSISTANT CONVEYOR; Oiler, including plant and crusher; Crusher Feederman; Deckhand; Self-propelled Scaffolding; Guard Rail Punch Oiler; Pump under 4" Brakeman Switchman; Parts Man (Tool Room)

Basic Hourly Rates	Fringe Benefits Payments				
	H & W	Pensions	Vacation	App. Tr.	Others
\$6.40	.45	.60	.25		

GROUP II

BLADE, PULLED TYPE; Truck Crane Oiler-driver, 25 ton capacity or over; Fireman, all equipment; A-Frame Truck, single drum; Tugger or Coffin type Hoist, any power; Drill Helper; Auger Oiler; Boatman; Forklift or Lumber Stocker; Temporary Heating Plant; Grade Oiler, required to check grade; Grade Checker; Tar Pot Fireman; Tar Pot Fireman (power agitated); H. D. Repairman Helper; Welder's Helper; Fireman Helicopter Radio-man (ground); Roller, Rock

6.54 .45 .60 .25

GROUP III

PLANT FIREMAN; Pugmill; Truck Mounted Asphalt Spreader, with screed; Compressor, any power, under 1,000 cu. ft. total capacity; Mixer Box Concrete Plant; Concrete Conveyor; Cement Hog; Concrete Saw, self-propelled unit; Wire Mat Machine or Forming Machine; Concrete Curing Machine, self-propelled; Bucket Elevator Loader, Barber Greene and similar type; Hydraulic Pipe Press; Pump any power, 4' and over; Hydrostatic Pump; Motorman; Ballast Jack Tamper; Bell Boy, phones, etc.; Tapping Machine, mechanical self-propelled; Hydrographic Seeder Machine, straw, pump or seed; Broom Operator, self-propelled; Air Filtration Equipment; Welding Machine

6.64 .45 .60 .25

GROUP IV

SCREEN; Compactor, including vibrator; Compressor, over 1,000 cu. ft. total capacity; Concrete Mixer, single drum, under 5 bag capacity;

GROUP IV (Cont'd)

Concrete Cooling Machine; Combination Mixer and Compressor; Gunnite work; Helicopter Hoist; Fork Lift, over 5 tons; Lull Hi-Lift or similar type, 20 ft. or over; Service Oiler (Greaser); Hydra Hammer or similar types; Pavement Breaker; Pump, more than 3, any size; Locomotive, under 40 tons; Roller, Oiling, CTS

Basic Hourly Rates	Fringe Benefits Payments				
	H & W	Pensions	Vacation	App. Tr.	Others
\$6.60	.45	.60	.25		

GROUP V

CURE MACHINE, MECHANICAL BEAM, CURB AND/OR CURB AND GUTTER; Wagner Factor or similar type (without blade); Batch Plant Material Control; Power Jumbo, setting slip forms, etc. in tunnels; Slip Form Pumps, power driven hydraulic lifting device for concrete forms; Hoist, single drum; Elevator, Diesel, Gas, Engineer; Chip Spreading Machine; Line Spreading Sweeper (Wayne Type) self-propelled; Tractor, rubber-tired 20 H. P. Flywheel and under; Trenching Machine, maximum digging capacity 3 ft. depth

6.82 .45 .60 .25

GROUP VI

ASPHALT PLANT; Asphalt Paver; Magnants, internal full slab vibrator; Concrete Finishing Machine, Clary, Johnson, Edwell, Burgess, bridge deck or similar type; Curb Machine, Mechanical Beam, Curb and/or Curb and Gutter; Concrete Joint Machine; Concrete Planer; Cast in place pipe laying machine; Concrete Paving Machine; Concrete Spreader; Loaders, Rubber-tired type, 2 1/2 cu. yds. and under; Rock Spreader, self-propelled

6.90 .45 .60 .25

GROUP VII

ROLLER, ASPHALT; Concrete Mixer, single drum, 5 bag capacity and over; Beltercrete; Dempcrete; Cement pump, roller, Benyon and similar; Groutlog Machine; Concrete Pump;

GROUP VII (Cont'd)

Tower Mobile; A-Frame Truck, double drums; Boom Truck; Churn Drill and Earth Boring Machine; Hydraulic Backhoe, wheel type 3/8 cu. yds. and under with or without front end attachments 2 1/2 cu. yds. and under (Ford, John Deere, Case type); Elevating Grader, Tractor and towed requiring operator or grader; Pot Rammer; Ballast Regulator; Ballast Taper Multi-Purpose; Track Liner; Tie Spacer, Shuttle Car; Locomotive, 40 tons and over

GROUP VIII

DIESEL-ELECTRIC ENGINEER, PLANT OR FLOATING; Batch Plant and/or wet mix, one and two drums; Generator; Diesel-Electric Engineer; Belt Loaders, Kolman and Ko Cal types

GROUP IX

BULLDOZER; Drill Cat; Side-Boom Cat; Compactor, with blade; Chicago Boom and similar types; Lift Slob Machine; Boom Type lifting device, 5 tons capacity or less; Cherry picker or similar type crane-boist 5 ton capacity or less; Grizzly; Crusher Plant; Boring Machine; Surface Heater & Planer; Hydraulic Backhoe, truck type, 3/8 cu. yds. Loader, front end and overhead 2 1/2 cu. yds. and under 4 cu. yds.; Pipe Cleaning Machine; Pipe Doping Machine; Pipe Bending Machine; Pipe Wrapping Machine; Bolt Threading Machine; Drill Doctor; Including bit grinder; H.D. Mechanic; H.D. Welder; Machine Tool Operator; Stationary Drag Scraper; Tractor Rubber-tired over 50 H.P. Flywheel; Tractor, Rubber-tired with boom attachments; Trenching Machine maximum digging capacity over 3 ft. depth

GROUP X

BULLDOZER, TWIN-ENGINE (TC 12 and similar type); Cable-Plow; Compactor,

1-ORE-PFO-1-2-3-c (3-5)					
Basic Hourly Rates	Fringe Benefits Payments				
	M & W	Pensions	Vacation	App. Tr.	Others
\$6.96	.45	.60	.25		
7.06	.45	.60	.25		
7.12	.45	.60	.25		

GROUP X (Cont'd)

Multi-engine; Driller-Percussion, Diamond, Core, Cable, Rotary and similar types Jack Operator Elevating Barges; Barge Operator, self-unloading; Combination H.D. Mechanic-Welder; Welder-Certified; Rubber-tired Dozers & Pushers (Michigan, Cat, Hough type)

GROUP XI

MIXER MOBILE; Crane, 25 tons and under; Shovel, Dragline; Clamshell, Hoe, etc., under 1 cu. yd.; Grapple, under 1 cu. yd.; Mucking Machine

GROUP XII

BLADE; Batch Plant and/or wet mix, 3 units or more; Hoist, 2 drums; Hoist, 3 or more drums; Elevating Loader, Athey and similar types; Piledriver (not crane type); Rubber-tired Scraper, single engine, single scraper; Scraper-Self-Loading, paddle wheel ladder type; Rubber-tired Scraper, twin engine; Rubber-tired Scraper, with push-pull attachments; Blade Mounted Spreaders, Ulrich and similar types; Shield Operator

GROUP XIII

BLADE, FINISH (Working with either red or blue tops); Blade, Electronically controlled by wire or laser beams; Blade, Multi-engine; Concrete Paving and Road Mixer; Bridge Crane, Locomotive, Gantry, Overhead; Derrick, under 100 tons; Hoist, Stiff leg, Guy Derrick or similar type 50 tons and over; Cableway, up to 25 tons; Crane, over 25 tons and including 40 tons; Tower Crane; Piledriver (not crane type); Floating Clamshell, etc., under 3 cu. yds.; Floating Crane (Derrick Barge), less than 30 tons; Hydraulic Backhoe, truck type over 3/8 cu. yds., Elevating Grader, operated by tractor, Sierra, Euclid or similar types; Back-Filling Machine; Shovel, etc., 1 cu. yd., but less than 3 cu. yds.; Grapple, 1 cu. yd. and over; Back Filling Machine

1-ORE-PFO-1-2-3-c (4-5)					
Basic Hourly Rates	Fringe Benefits Payments				
	M & W	Pensions	Vacation	App. Tr.	Others
\$7.18	.45	.60	.25		
7.20	.45	.60	.25		
7.26	.45	.60	.25		
7.34	.45	.60	.25		

NOTICES

42-1077 P. 3
1-ORE-FED-1-2-3-c (5-5)

Basic Hourly Rates	Fringe Benefits Payments				
	H & W	Pension	Vacation	App. Tr.	Other
GROUP XIV RUBBER-TIRED SCRAPER WITH TANDEN SCRAPER	\$7.50	.45	.60	.25	
GROUP XV ROCK MOUND; Loader, 4 cu. yds. but less than 6 cu. yds.	7.66	.45	.60	.25	
GROUP XVI AUTO GRADER (i.e. CMD) or TRIMMER; Tandem Bulldozer, Quad-nine and similar type; Automatic Concrete Slip Form Paver; Concrete Canal Liner; Cableway, 25 tons and over; Crane, over 40 tons and including 100 tons; Whirley, 80 tons and under; Floating Clamshell, etc., 3 cu. yds. and over; Floating Crane (Derrick Barge), 30 tons but less than 80 tons; Loader, 6 cu. yds., but less than 8 cu. yds., Loader 8 cu. yds., but less than 12 cu. yds.; Rubber-tired Scraper, with Tandem Scrapers, Multi-engine; Shovel, etc., 3 cu. yds. but less than 5 cu. yds.; Wheel Excavator, under 750 cu. yds. per hour	7.84	.45	.60	.25	
GROUP XVII CRANE, Over 100 tons and including 200 tons; Whirley over 80 tons and including 150 tons; Floating Crane (Derrick Barge), 80 tons but less than 150 tons; Loader, 12 cu. yds. and over; Shovel, etc., 5 cu. yds. and over; Canal Trimmer	7.98	.45	.60	.25	
GROUP XVIII CRANE, over 200 tons; Whirley, 150 tons and over; Floating Crane 150 tons but less than 250 tons; Wheel Excavator, over 750 cu. yds. per hour; Band Wagons, in conjunction with wheel excavator	8.16	.45	.60	.25	
GROUP XXIV HELICOPTER; When used in erecting work; Floating Crane 250 tons and over; Remote controlled earth moving equipment (no one operator shall operate more than two pieces of moving equipment at one time); Underwater Equipment, remote or otherwise	8.30	.45	.60	.25	

42-1077 P. 4
1-ORE-LAB-1-2-3-d (1-2)

LABORERS

GROUP I

Asphalt plant laborers; Asphalt spreaders; Batch weighman; Broomers; Brush burner & cutters; Car & truck loaders; Carpenter tender; Change-House man or dry shack men; Choker setters; Clinker laborers; Concrete laborers; Crusher feeders; Culvert, hand labor; Curing, concrete; Demolition, wrecking, & moving laborers; Driller helpers; Dumpers, Road oiling crew; Dumpmen (for grading crew); Elevator feeders; Fence builder (incl. Guard rail, Median rail, Reference post, Guide post, Right-of-way marker); Fine graders; Form strippers (not swinging stages); General laborers; Landscaping or planting laborers; Leverman on aggregate spreader (Fisherty & similar types); Loading spotters; Material yard man (incl. electrical); Pittsburgh clipper operator or similar types; Powderman helper; Railroad track laborers; Ribbon setters (incl. reel forms); Rip Rap man (hand placed); Road pump tender; Sewer labor; Skipmen; Signalman; Slopers; Spraymen; Stake chaser-Stake setter-Grade checker; Stockpiler; Timber faller & buckler (hand labor); Toolroom man (at job site) Tunnel bull gang (above ground); Weigh man-crusher aggregate (when used)

Basic Hourly Rates	Fringe Benefits Payments				
	H & W	Pension	Vacation	App. Tr.	Other
\$5.60	.45	.50	.25	.02	

LABORERS (cont'd)

GROUP II

Applicator (incl. pot tender for same), applying protective material by hand or nozzle on utility lines or storage tanks on project; Burners; Choker splicer; Clay power spreader & similar types; Clean-up nozzleman; Greencutter (Concrete rock, etc.); Concrete power buggyman; Demolition & wrecking charred materials; Gunite nozzleman tender; Gunite or sand blasting pot tender; Handlers or mixers of all materials of an irritating nature (incl. cement & lime); Manhole builder; Power tool op., incl. but not limited to: Chipping Guns; Jackhammer, Paving breakers, Post hole digger, Air, Gas, or Electric Tampers, Vibrating screed, Vibrators (less than 4" in diameter); Ribbon setter, head; Rip rap man (head), Hand placed; Sand blasting (wet); Sewer timberman; Timber buckers & fallers, brush cutters (power saw); Tunnel-Muckers, Brakemen, Concrete crew, Bull gang (underground)

GROUP III

Asphalt rakers; Bid grinder; Concrete saw op.; Drill doctor, Drill operator, Air tracks, Cat drills, Wagon drills, Rubber-mounted drills, & other similar types; Gunite nozzleman; High scalers, strippers & drillers (covers work in swinging stages, chairs or belts, under extreme conditions unusual or normal drilling, blasting, barring-down, or sloping & stripping); Powdermen; Power saw ops. (Bucking & falling merchantable logs); Pumpcrete nozzleman; Sand blasting (Dry); Sewer pipe layers; Track liners, Anchor machines, Ballast regulators, Multiple tampers, Power jacks; Tugger op.; Tunnel--Chuck tenders, Ripper & Timbermen; Vibrators (4" & larger); Water blaster

GROUP IV

Tunnel miners; Tunnel powderman

Basic Hourly Rates	Fringe Benefits Payments				
	M & W	Pensions	Vacation	App. Tr.	Other
\$5.75	.45	.50	.25	.02	
5.90	.45	.50	.25	.02	
6.05	.45	.50	.25	.02	

TRUCK DRIVERS

Battery operated, man or man-haul driven; Concrete buggies (power operated); Dump trucks, side, end & bottom dumps, incl. semi-trucks & trains or combin. thereof: 6 cu. yds. & under; Lift jitneys, fork lifts (all sizes used in loading, unloading & transporting material on job site); Loader and/or leverman on concrete dry batch plant (manually operated); Pilot car; Solo flat bed & misc. body trucks, 0-10 tons; Truck helpers; Truck mechanic helpers; Warehouseman (warehouse parts, tool men & parts chaser, checker & receivers); Water wagons (rated capacity); up to 1600 gals.

SA frame or hydran-lift truck w/ load bearing surface lubrication men, fuel truck driver, fireman, wash rack, steam cleaner or combin.; Team drivers

Dump trucks, side, end & bottom dumps, incl. semi-trucks & trains or combin. thereof: over 6 cu. yds. incl. 10 cu. yds.; Slurry truck driver or leverman; Transit mix & dry or wet trucks: 5 cu. yds. & under; Trenchman (full-time basis); Water wagons (rated capacity): 1600 to 3000 gals.

Shaler spreader driver or leverman; Low bed equipment, flat bed semi-trailer, truck & trailer or doubles transporting equipment or wet or dry materials; Loader carrier driver-Straddle carrier (used in loading, unloading and transporting of materials on job site); Oil distributor driver or leverman; Water wagons (rated capacity: 3000 to 5000 gals.

Dumpster or similar equipment, all sizes; Transit mix & wet or dry mix trucks; Over 5 cu. yds. & incl. 7 cu. yds.

Dump trucks, side, end & bottom dumps, incl. semi-trucks & trains or combin. thereof: over 10 cu. yds. & incl. 20 cu. yds.; Transit mix & dry or wet mix trucks: over 7 cu. yds. & incl. 9 cu. yds.; Truck mechanic-welder-body repairman; Water wagons (rated capacity): 5000 to 7000 gals.

Basic Hourly Rate	Fringe Benefits Payments				
	M & W	Pensions	Vacation	App. Tr.	Other
6.23	.40	.45	.25		
6.28	.40	.45	.25		
6.33	.40	.45	.25		
6.38	.40	.45	.25		
6.43	.40	.45	.25		
6.53	.40	.45	.25		

NOTICES

Dump trucks, side and bottom dumps, incl. semi-trucks & trains or combin. thereof: over 20 cu. yds. & incl. 30 cu. yds.; transit mix & wet or dry mix trucks: over 9 cu. yds. & incl. 11 cu. yds.; Water Wagons (Rated capacity); over 7000 gals to 10,000 gals.

Dump trucks, side, and bottom dumps, incl. semi-trucks & trains or combin. thereof: over 20 cu. yds. & incl. 40 cu. yds.; Transit mix & wet or dry mix trucks: over 11 cu. yds. and incl. 13 cu. yds.; Water Wagons (rated capacity); over 10,000 gals. to 15,000 gals.

Dump trucks, side, and bottom dumps, incl. semi-trucks & trains or combin. thereof: over 40 cu. yds. & incl. 50 cu. yds.; Transit mix and wet or dry mix trucks: over 13 cu. yds. and incl. 15 cu. yds.

Dump trucks, side, and bottom dumps, incl. semi-trucks & trains or combin. thereof: over 50 cu. yds. & incl. 60 cu. yds.

Dump trucks, side, and bottom dumps, incl. semi-trucks & trains or combin. thereof: over 60 cu. yds. & incl. 70 cu. yds.

Dump trucks, side, and bottom dumps, incl. semi-truck & trains or combin. thereof: over 70 cu. yds. and incl. 80 cu. yds.

Dump trucks, side, and bottom dump, including semi-trucks & trains or combin. thereof: over 80 cu. yds. & incl. 90 cu. yds.

Dump trucks, side, and bottom dump, incl. semi-trucks and trains or combin. thereof: over 90 cu. yds. & incl. 100 cu. yds.

Drivers and Helpers (handling sacked cement add \$.15 per hour).
Winch truck - takes classification of truck on which winch is mounted.

Basic Hourly Rates	FRINGE BENEFITS PAID %				
	M & W	Pensions	Vacation	App. Yr.	Other
6.63	.40	.45	.25		
6.73	.40	.45	.25		
6.83	.40	.45	.25		
7.00	.40	.45	.25		
7.10	.40	.45	.25		
7.20	.40	.45	.25		
7.30	.40	.45	.25		
7.40	.40	.45	.25		

LINE CONSTRUCTION:

Cable Splicers; Leadman Pole Sprayer
Lineman; Pole Sprayer; Heavy Line Equipment Men; Certified Lineman Walder
Tree Trimmer
Line Equipment Man
Head Groundman (Chipper); Head Groundman;
Feederman; Jackhammer Man
Groundman; Tree Trimmer Halper
Hole Digger

DREDGING

Dipper Leverman
(a) 5 yards and under
(b) Over 5 yards
Leverman, Hydraulic
Assistant Engineer (Electric Generator
Operator for Primary Pump; Power Barge
or Dredge)
Assistant Engineer (Electric, Diesel,
Steam, or Booster Pump); Mates and
Boatmen
Engineer Welder; Craneмен
Fireman; Oiler
Assistant Mate (Deckhand)

Basic Hourly Rates	FRINGE BENEFITS PAYMENTS			
	M & W	Pensions	Vacation	App. Yr.
\$9.03	.25	1X	.10	1X
8.16	.25	1X	.10	1X
7.37	.25	1X	.10	1X
7.03	.25	1X	.10	1X
6.15	.25	1X	.10	1X
5.80	.25	1X	.10	1X
5.55	.25	1X	.10	1X
7.89	.45	.60	.25	
8.44	.45	.60	.25	
7.90	.45	.60	.25	
7.18	.45	.60	.25	
7.08	.45	.60	.25	
7.13	.45	.60	.25	
6.74	.45	.60	.25	
6.64	.45	.60	.25	

RECEIVED

MAR 8 1974

MAR 22 1974

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

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

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

KICKBACKS FROM PUBLIC WORKS EMPLOYEES

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

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

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

- - - X X X - - -

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

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

Sec. 3.1 Purpose and scope.

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

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

Sec. 3.2 Definitions.

As used in the regulations in this part:

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

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

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

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

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

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

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

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

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

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

WEEKLY STATEMENT OF COMPLIANCE

Date _____

I, _____ do hereby state:

(Name of signatory party)

(Title)

(1) That I pay or supervise the payment of the persons employed by _____ on
(Contractor or subcontractor)

the _____; that during the payroll period commencing on the _____ day of _____,
(Building or work)

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

_____ from the full weekly wages earned by any person and that no deductions have
(Contractor or subcontractor)

been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948; 63 Stat. 108; 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below;

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

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

(4) That:

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

☐

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

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

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

(c) EXCEPTIONS

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

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

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

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

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

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

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

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

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

(a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.

(b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A "bona fide prepayment of wages" is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

(c) Any deduction of amounts required by court process to be paid to another, unless, the deduction is in favor of the contractor, subcontractor, or any affiliated person, or when collusion or collaboration exists.

(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions or annuities or retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, of unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: *Provided, however,* That the following standards are met: (1) The deduction is not otherwise prohibited by law; (2) it is either: (i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or (ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; (3) no profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and (4) the deductions shall serve the convenience and interest of the employee.

(e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

(f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit union organized and operated in accordance with Federal and State credit union statutes.

(g) Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasi-governmental agencies, such as the American Red Cross.

(h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.

(i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: *Provided, however,* That a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.

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

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

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

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

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

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

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

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

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

Sec. 3.9 Prohibited payroll deductions

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

Sec. 3.10 Methods of payment of wages.

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

Sec. 3.11 Regulations part of contract.

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

W. Willard Wirtz,

Secretary of Labor.

GENERAL CONDITIONS

PART III

(Nonfederal Labor Standards Provisions)

301. GENERAL PROVISIONS

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

302. OTHER STIPULATIONS

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

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

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

303. MINIMUM WAGE RATES

For purposes of this section the minimum wage rates shall be the current Prevailing Wage Rates in Oregon, published by the Oregon Bureau of Labor.

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PARKS & MALLS PHASE IV
SOUTH AUDITORIUM URBAN RENEWAL PROJECT

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SPECIAL CONDITIONS
PARKS & MALLS PHASE IV
SOUTH AUDITORIUM URBAN RENEWAL PROJECT

401. URBAN RENEWAL AREA BOUNDARY AND PROJECT SITE

- A. The Work indicated on the Drawings and in the Specifications is located in the South Auditorium Urban Renewal Area, Portland, Oregon.
- B. The Project Site, Parks & Malls, Phase IV, is as shown on the Drawings.

402. TIME FOR COMPLETION

The work which the Contractor is required to perform under this Contract shall be fully completed within 240 consecutive calendar days after receipt of the Notice to Proceed. If Alternate No. 1 is accepted after the award of the Basic Contract, the time for completion will not be changed.

403. LIQUIDATED DAMAGES

As actual damages for any delay in completion of the work which the Contractor is required to perform under this contract are impossible of determination, the Contractor and his Sureties shall be liable for and shall pay to the Local Public Agency the sum of Three Hundred Dollars (\$300.00) as fixed, agreed and liquidated damages for each calendar day of delay from the above dates stipulated for completion, or as modified in accordance with Section 109, CHANGES IN WORK under GENERAL CONDITIONS, PART 1, until such work is satisfactorily completed and accepted.

404. PROGRESS SCHEDULE AND COST BREAKDOWN

The Contractor shall submit to the Local Public Agency the Progress Schedule and Cost Breakdown required in Section 107 of the GENERAL CONDITIONS, PART 1, within ten (10) calendar days of the Contractor's execution of the Contract.

405. CONTRACT DOCUMENTS AND DRAWINGS

The Local Public Agency will furnish the Contractor without charge up to 10 copies of the Contract Documents, including Technical Specifications and Drawings. Additional copies requested by the Contractor will be furnished at cost of reproduction.

406. DIVISION, SECTION & PARAGRAPH NUMBERING

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

407. SPECIFICATIONS

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

409. ABBREVIATIONS

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

409. STANDARD SPECIFICATIONS

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

410. LINES & LEVELS

A. Property lines, existing bench mark, existing and proposed grades, trees, improvements are indicated on drawings.

B Contractor shall employ a registered civil engineer or registered surveyor or an experienced and competent person approved by the Engineer to establish construction control lines and grades: be responsible for accuracy.

C. Provide all construction lines and grade staking necessary for proper performance of the required work. Additional staking shall be provided when requested by the Engineer to assure proper control. Such requests shall be within normal practice of engineering procedure of type of work being performed.

411. STORAGE OF MATERIALS

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

413. ACCESS TO ABUTTING STORAGE FACILITIES

Contractor shall exert maximal reasonable efforts to maintain services and accesses to adjacent buildings and properties.

413. NUMBER OF SPECIFIED ITEMS REQUIRED

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

414. PROJECT RECORD DOCUMENTS

A. Documents:

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

B. Identification & Maintenance:

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

C. Records:

1. Mark up the most appropriate Document to show:

a. All changes made during construction process;

b. Pertinent detail not shown in the original Contract Documents.

2. Information given shall include, but shall not be limited to:
 - a. Location of underground utilities and appurtenances referenced to permanent surface improvements.
 - b. Indicate exact location and depth of underground electrical, mechanical and irrigation system.
3. Keep Project-Record Documents current. Do not permanently conceal any work until required information has been recorded.

D. Submittal:

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

415. OWNER'S MAINTENANCE BROCHURE

Provide at completion of construction phase of Contract four hard cover loose leaf binders each of which shall include the following:

- A. Copies of all required bond, guarantees, certificates, etc.
- B. Operating and maintenance instructions for all Irrigation, Mechanical, and Electrical equipment.
- C. Names and addresses and phone numbers of all manufacturers and suppliers of said equipment.

416. REPAIR OF EXISTING MATERIAL

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

417. DEFECTIVE AND DAMAGED WORK

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

418. CUTTING AND PATCHING

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

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

419. VEHICULAR TRAFFIC CONTROL

No traffic lanes of any street may be closed to traffic unless prior approval is given by the City of Portland Bureau of Traffic.

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

Contractor shall provide all signing deemed necessary by Engineer to keep private vehicles out of work area.

420. CERTIFICATES OF COMPLIANCE

Manufacturers of all marketable products employed in or on this project shall certify in affidavit form that such products conform to these specification requirements. Failure to submit such certification will constitute grounds for withholding contractor's payment.

Submit product certifications using following form.

Note: Neither the Local Public Agency nor Engineer will supply forms.

MANUFACTURER'S
AFFIDAVIT

State of _____)
County of _____) ss

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

That he is (partner or officer) of (Firm's Name) _____, also that he has the authority to make this statement on the behalf of

(Firm Name) _____, the party manufacturing (Product Name), also known as (Model, No. etc.) _____.

He further states that the above-mentioned product does in fact meet or exceed all requirements of (Section #, Paragraph #) of the Technical Specifications for PARKS & MALLS, PHASE IV, SOUTH AUDITORIUM URBAN RENEWAL PROJECT, PORTLAND, OREGON.

Signature of:

Seal: _____ (Officer's signature)
Title _____ (Office Held)
For _____ (Firm Name)
Of _____ (Firm Address)

Subscribed and sworn to me this _____ day of _____, 19____.

My commission expires _____, 19____.

421. PERMITS

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

423. MEASUREMENTS

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

423. UTILITIES

The Contractor must provide electrical and water services as required for temporary facilities specified in Section 1C Temporary Facilities, as Approved. The Contractor must pay water and electrical energy costs. Contractor shall be responsible for cost of temporary connections and removal of such connections.

424. VEHICULAR LOAD LIMITS ON EXISTING STRUCTURE

Verify vehicle loads permissible on existing concrete roof deck of parking structure with American Plaza Company. Established load limitations shall not be exceeded during execution of Work under this Contract.

425. BASIC AND ALTERNATE BIDS

Improvements included in PARKS AND MALLS PHASE IV are divided into Schedule 'A', Schedule 'B', and Schedule 'C' and the Bidder is required to separate his bid prices accordingly. The Basic Bid shall include the price for all work in both Schedule 'A' and Schedule 'B' combined. Bidder must separate Schedule 'A' and Schedule 'B' prices and enter them in the spaces shown on the Bid Form. These separate prices are to be used for accounting and financing purposes only, and only the combined Basic Bid will be used to determine the low Bid and only a combined Basic Bid will be used for a contract award.

The Bidder must submit a price for Schedule 'C' work as Alternate No. 1, and the Portland Development Commission reserves the right to accept the Alternate No. 1 Bid for Schedule 'C' either combined with the basic bid when the contract is awarded or added to the basic contract at any time up to 30 calendar days after the Notice to Proceed has been issued to the Contractor.

Schedule 'A' shall include all of the work included in Area A shown on Drawing No. 1, Schedule B shall include all of the work included in Area B on Drawing No. 1, and
Schedule 'C' shall include all of the work included in Area C on Drawing No. 1.

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SOUTH AUDITORIUM URBAN RENEWAL PROJECT

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**TECHNICAL SPECIFICATIONS
PARKS & MALLS PHASE IV
SOUTH AUDITORIUM URBAN RENEWAL PROJECT**

**SECTION 1A
SUMMARY OF WORK**

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

1A-1 WORK COVERED BY CONTRACT DOCUMENTS

All improvements shown on the Drawings and specified in the Specifications for Parks and Malls, Phase IV, South Auditorium Urban Renewal Project, Portland, Oregon, ORE. R-1.

1A-2 CONTRACTS

Construct Work under single Lump-Sum Contract

1A-3 ALTERNATE WORK

Refer to Section 1B, Alternate

1A-4 WORK BY OTHERS

- A. Providing compacted earth fill subgrade allowing for Work indicated in these Contract Documents. Refer to sections on Drawings.
- B. Furnishing Sculpture anchor bolts for installation under this Contract.
- C. Providing and installing of Sculpture.
- D. Furnishing special light fixtures, poles and anchor bolts for installation under this Contract.

1A-5 SEQUENCE OF WORK

Work sequence may proceed at Contractor's option.

End of Section 1A

SECTION 1B
ALTERNATE

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

1B-1 ALTERNATE NO. 1 PROVIDE ALL AREA 'C' WORK

Complete all Work located in Area 'C' as indicated on the Drawings and as stated in Paragraph 426 of Special Conditions

425

End of Section 1B

SECTION 1C
TEMPORARY FACILITIES

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

A. SIGNS

Erection of temporary signs of any kind will not be permitted on the Project Site without prior written approval of the Engineer.

B. TELEPHONE

Provide non-coin 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. Locate in field office.

C. DRINKING WATER

Refer to Section 122, General Conditions, Part I.

D. TOILETS

Refer to Section 122, General Conditions, Part I.

E. UTILITIES

1. General: Furnish by methods acceptable to Engineer, temporary power, lights, and water all as required to maintain safety, security and to execute Work. Refer to Section 425.

2. Electricity:

- a. Provide temporary power to project site at location or locations as required for proper execution of the Work. Meet all code, permit and regulation requirements.
- b. Provide extension cords, lights, etc., as required to maintain sufficient light, good visibility and adequate power for Work.

3. Water:

- a. Provide temporary water system as required for all trades on project.
- b. Provide extension hoses as required for Work.

F. BARRICADES, SAFETY GUARDS AND WARNING DEVICES

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

SECTION 1C
TEMPORARY FACILITIES

G. SHEETING, SHORING AND BRACING

1. Sheet, brace and shore sides of excavations as necessary to prevent cave-ins.
2. Repair slides and cave-ins should they occur.
3. Persons shall not be permitted to enter excavations unless adequate sheeting, shoring and bracing is in place.
4. Remove sheeting, shoring and bracing before or during backfilling operations.

H. FIELD OFFICES AND SHEDS

The Contractor and his subcontractors may maintain such office and storage facilities on the Project Site as are necessary for the proper conduct of the Work. These shall be located so as to cause no interference to any Work performed on the site. Location shall be as Approved.

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

1. Every effort shall be made to protect all plantings on and adjacent to the Project Site with the exception of those noted specifically to be removed. Temporary barricades shall be erected around all trees, shrubs and groundcovers prior to commencement of demolition or construction and shall not be removed until all portions of the site work potentially injurious to plantings are completed.
2. Trees, shrubs, and groundcovers shall be protected from stockpiling, dumping of refuse or chemically injurious materials or liquids and the continual puddling or running of water.
3. Repair trees, shrubs, and groundcovers damaged by construction operations in a manner acceptable to the Engineer. Make repairs promptly after damage occurs to prevent progressive deterioration of damaged plants.
4. Remove and replace dead and damaged plants which are determined by the Landscape Architect incapable of restoration to normal growth pattern.
 - a. Provide new trees, shrubs, and groundcovers of same size and species as those replaced or as acceptable to the Engineer.
 - b. Plant and maintain as specified under Section 2H, Landscaping of these Specifications.

SECTION 1C
TEMPORARY FACILITIES

J. REMOVAL OF TEMPORARY FACILITIES.

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

End of Section 1C

SECTION 1D
TESTING LABORATORY SERVICES

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

Part I GENERAL

A. REQUIREMENT OF GENERAL CONDITIONS

Refer to Section 118, General Conditions, Part I.

B. TESTING LABORATORY

Independent Testing Laboratory as selected by the Local Public Agency.

C. COST OF TESTS

Refer to Section 118, General Conditions, Part I.

D. LIABILITY

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

E. REPORTING

The Testing Laboratory will report directly to the Engineer. The Contractor will receive test information from the Engineer.

F. OTHER TESTS & INSPECTIONS

Performed by Building Official as required by Building Code or other applicable codes.

Part II TESTING METHODS & PROCEDURES, INSPECTIONS

A. GENERAL

The Local Public Agency will obtain testing and inspection by separate contract. The following is listed for Contractor's information only.

B. CAST-IN-PLACE CONCRETE

1. Slump Tests:

- a. Samples will be taken in accordance to ASTM C172.

SECTION 1D
TESTING LABORATORY SERVICES

1. Slump Tests (continued):

- b. A test will be made (1) in conjunction with the making of test specimens, (2) after any change in the mix proportions when Directed, (3) at any other time as the Engineer deems necessary.
- c. One test will be made at each interval; if failure to meet the requirements of the Specifications is indicated, a check test on another portion of the same sample will be made immediately.
- d. Tests will be made according to ASTM C143.

2. Ball Penetration Tests:

- a. Tests may be made in addition to Slump Tests when directed by the Engineer.
- b. Tests will be made according to ASTM C360.

3. Air-Content Tests:

- a. Samples will be taken according to ASTM C172.
- b. Test will be made as deemed necessary by the Engineer.
- c. Test will be made according to ASTM C231.

4. Strength Tests:

- a. Tests will be made in accordance with ASTM C31.
- b. Test will be made as deemed necessary by the Engineer.
- c. At least four test cylinders will be made of each test.
- d. Two cylinders will be broken at 7 days of age, the remainder at 28 days.
- e. If any one set of two cylinders do not develop full design strength at 28 days of age, cores may be taken

C. SOILS & GRANULAR FILL DENSITY TESTING

As deemed necessary by the Engineer. In accordance with applicable ASTM or AASHTO standard tests.

SECTION 1D
TESTING LABORATORY SERVICES

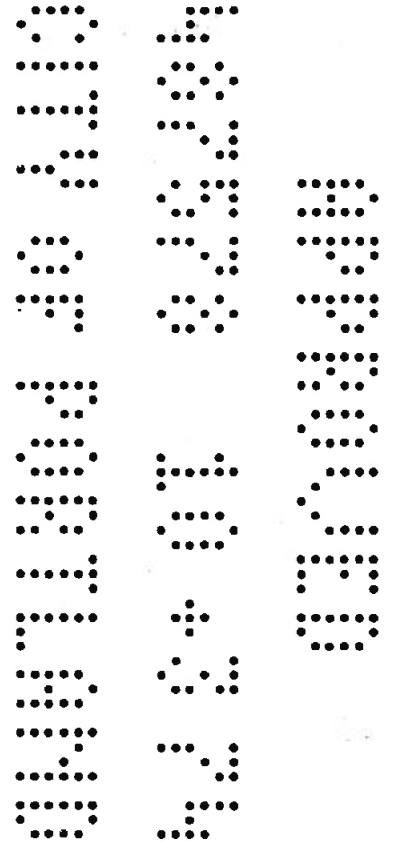
D. GLUED LAMINATED CONSTRUCTION

1. Inspections as deemed necessary by the Engineer.
2. At Plant: Checking of grades and species of materials, moisture content, preparation of materials, glue mixing, spreading, and clamping, appearance, protection, size and length.

E. LIGHTWEIGHT SOIL MIX TESTING

Refer to Section 2H, Landscaping

End of Section 1D



SECTION 2B
TREE & SHRUB RELOCATION

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

Part I GENERAL

A. WORK INCLUDED

Relocation and pruning of existing trees and shrubs as indicated on Drawings.

B. RELATED WORK SPECIFIED ELSEWHERE

Planting of trees, shrubs and groundcovers; Section 2H.

C. ENVIRONMENTAL REQUIREMENTS

Execute work only during periods which are normal for such work as determined by the season, weather conditions, and accepted practice; Or Approved.

D. PROTECTION

Protect trees being moved from damage, in accordance with standard horticultural and nursery practices.

Protect improvements and existing plant material from disturbances and damage.

Part II PRODUCTS

A. PLANTING TABLETS (FERTILIZER)

Meet requirements specified in Section 2H.

B. MUSHROOM COMPOST

Meet requirements specified in Section 2H.

C. TREE STAKES & TIES

Meet requirements specified in Section 2H.

D. ANTI-DESICCANT ANTI-TRANSPIRANT

"Wilt Pruf NCF" manufactured by Nursery Specialty Products, 410 Greenwich Avenue, Greenwich, Connecticut, Or Approved.

SECTION 2B
TREE & SHRUB RELOCATION

E. PRUNING PAINT

Corona; Ortho; Or Approved.

Part III EXECUTION

A. TREE & SHRUB PRUNING

Prune existing trees scheduled for relocation as directed by Engineer in accordance with standard horticultural practice. Apply pruning paint to all cuts 1-inch diameter and greater.

B. RELOCATING EXISTING TREES & SHRUBS

1. Digging, Balling & Burlapping:

- a. Perform operations in accordance with standard nursery practices.
- b. Bare rooting of trees or use of "Tree Spade" may be permitted by Engineer upon request.
- c. Make all root cuts clean and even with sharp pruning tool.
- d. Apply pruning paint to all root cuts 1-inch diameter and greater.

2. Anti-Desiccant Anti-Transpirant Treatment:

- a. Apply "Wilt-Pruf" in spray form to trees and shrubs immediately prior to digging.
- b. Application shall be in strict accordance with manufacturer's printed recommendations and instructions.
- c. Apply to branches, limbs, and trunks in addition to foliage.
- d. Concentration: one (1) part "Wilt-Pruf NCF" to four (4) parts water.
- e. Apply only when air temperature is above 40 degrees F.

3. Transplanting:

- a. Plant at locations indicated on drawings.
- b. Excavate planting holes to twice the size of the root ball or root system.

SECTION 2B
TREE & SHRUB RELOCATION

3. Transplanting: (continued)

- c. Backfill mixture shall consist of 1/3 mushroom compost and 2/3 excavated topsoil.
- d. Place 3 inches minimum lightly compacted layer of backfill mixture under root system.
- e. Loosen burlap from around top of earth ball. Pull no burlap from under balls.
- f. Place and compact backfill soil mixture carefully, avoiding injury to roots. Fill all voids.
- g. When plant hole is two-thirds full, completely water and allow water to soak away. Place five (5) planting tablets per tree and three (3) per shrub in hole evenly spaced around root system. Fill holes to finish grade providing water basin.

- 4. Tree & Shrub Excavations: Fill excavated holes at original locations with Approved soil, compacted, except where excavation is required to establish grades indicated on Drawings.

C. CLEANUP

Remove tree and shrub trimmings, other materials, and debris from Project Site.

End of Section 2B

SECTION 2C
DEMOLITION

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

Part I GENERAL

A. WORK INCLUDED

All demolition work shown on the Drawings, specified, or required for completion of Work under this Contract except as otherwise indicated.

B. RELATED WORK SPECIFIED ELSEWHERE

Barriers, safety guards and warning devices: Section 1C and Division I, General Conditions, Part I.

Tree and shrub relocation: Section 2B.

Removal, reuse and salvage of existing irrigation materials and equipment: Section 2I.

D. EXISTING PROJECT CONDITIONS

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

E. PROTECTION

1. Protect existing improvements to remain and surrounding areas to preclude damage during execution. Meet requirements of Section 1C.
2. Exercise all necessary safety precautions.
3. Sprinkle dust as necessary to accomplish prompt settlement of dust.

Part II PRODUCTS

A. MATERIAL SALVAGE

Contractor shall claim all salvage rights, and remove all materials from project site, except serviceable equipment and materials indicated on the Drawings.

SECTION 2C
DEMOLITION

Part III EXECUTION

A. ASPHALTIC CONCRETE PAVING

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

B. CONCRETE CURBS, PAVING AND STRUCTURES

Remove where indicated and as required to complete improvements under this Contract. Saw cut concrete where adjacent to concrete to remain, or remove to point of existing construction joint, as Approved.

C. OTHER EXISTING IMPROVEMENTS AND ITEMS

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

D. CLEANUP

1. Allow no debris or materials to accumulate on Project Site.
2. Haul debris and demolition materials except as indicated away from Project Site, as soon as removed.
3. Disposal shall be at Contractor's expense.

End of Section 2C

SECTION 2D
EARTHWORK

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

Part I **GENERAL**

A. RELATED WORK SPECIFIED ELSEWHERE

Layout and grade staking: Division M, Special Conditions.

Bracing, shoring and sheeting: Section 1C.

Site Drainage excavation and backfill: Section 2F.

Irrigation system excavation and backfill: Section 21.

Electrical excavation and backfill: Division 16.

B. RELATED WORK BY OTHERS

Placement and compaction of earth fill to approximate subgrade level of construction or improvement included under this Contract. Refer to Sections on Sheet No. 5 of the Drawings.

C. MONUMENTS

Carefully maintain bench marks, monuments and other reference points. If disturbed or destroyed, replace as Directed.

D. UTILITIES

Protect active utilities encountered; notify persons owning same.

E. LINES & GRADES

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

F. WORKMANSHIP

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

G. TOLERANCES

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

SECTION 2D
EARTHWORK

H. DUST CONTROL

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

I. SOIL BEARING TESTS

Should doubt exist as to bearing capacity of soil, Engineer may order tests in accordance with Section 1D, Testing Laboratory Services.

J. EXISTING CONDITIONS

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

K. PROTECTION

1. Protect surrounding areas, surfaces, work, trees and shrubs to preclude damage, excessive compaction of adjacent soil and intrusion of materials into adjacent soil during execution. Refer to Section 1C.
2. Protect subbases and subgrades from intrusion of foreign materials.

Part II **PRODUCTS**

A. IMPORTED TOPSOIL

1. Natural, fertile, friable, humus bearing, garden or sandy river loam possessing characteristics of representative loams available in the vicinity of the Project Site and similar to topsoil at Project Site.
2. Shall be free of roots, bulbs and seeds of all noxious weeds; sticks, clods, stones, vegetation, and debris.
3. Submit samples for Approval. Obtain Approval prior to delivery to Project Site.

B. SAND

1. Free draining sand, clean, free from organic material and suitable for compacted fill.
2. Not more than 8 percent shall be retained on a 3/8-inch screen nor less than 88 percent retained on a 200 mesh screen. 70 to 100 percent shall pass a 10 mesh screen. All material passing a 40 mesh screen shall be non-plastic.

SECTION 2D
EARTHWORK

Part III

EXECUTION

A. INSPECTION OF SUBGRADES

1. Examine subgrades established by others for conditions that will affect the execution, quality and permanence of Work.
2. Proofroll subgrade prior to placement of any additional fill material or construction Work using appropriate equipment.
3. Any soils that weave appreciably shall be scarified aerated and recompactd to a minimum 95% of maximum density.
4. Should compaction be unobtainable or other unsatisfactory conditions exist, notify Engineer for determination of further procedures.

B. EXCAVATING & GRADING

1. Excavate as required for Work shown on Drawings or specified.
2. Allow ample space for form work and installation of Improvements
3. Excavate and grade site areas to uniform levels and slopes between grades shown on the Drawings.
4. Remove materials of every nature and description encountered in obtaining indicated lines and grades.
5. Extend caisson excavation through compacted earth fill placed by others to original undisturbed firm soil.

C. DEPTH OF FOOTING EXCAVATION

1. Excavate to solid bearing at elevations no higher than those shown on Drawings.
2. Drawings show Contract excavation depths.

D. UNAUTHORIZED EXCESS EXCAVATION: Where excess or unauthorized excavation through error takes place beyond indicated lines, grades, fill at no extra cost to Local Public Agency to indicated subgrades as Approved.

SECTION 2D
EARTHWORK

E. WATER & FROST

1. Keep earth under footings, slabs and paving reasonably dry and free from frost.
2. Should bearing surfaces be softened by water or frost, re-excavate to solid bearing. Fill with compacted sand under concrete slabs or walk and fill with concrete under footings, without additional expense to the Local Public Agency.

F. FILLING

1. General:
 - a. Use only Approved materials for fills.
 - b. Make fills as soon as feasible to insure maximum settlement.
2. Compaction of Fills:
 - a. Compact to 95% of Relative Maximum Density as determined by AASHO T99 under concrete paving, walks, curbs, steps, and walls; 80% of Relative Maximum Density, or Approved elsewhere.
 - b. Place fill materials only at optimum moisture content required to obtain required compaction densities.
 - c. Place topsoil loose, compact lightly.
3. Sand Fill under Concrete paving, Walks, Curbs & Stairs:

Provide where required to raise subgrade established by others or re-establish subgrade.
4. Topsoil Fill:
 - a. Provide imported topsoil to a minimum depth of 18-inches in all planting areas except where Type 2 Soil Mix is indicated.
 - b. Scarify subgrade to a minimum depth of 4 inches immediately prior to placement of topsoil fill.
 - c. Compact lightly as necessary to prevent future settlement.

SECTION 2D
EARTHWORK

- d. Establish rough finish grades in accordance with the lines, slopes and grades indicated on the Drawings. Allow for settlement.
- e. Round surfaces at changes in slopes and top of mounds.

G. FIELD QUALITY CONTROL

The Local Public Agency may obtain density samples and testing by separate contract as directed by the Engineer. Refer to Section 1D.

End of Section 2D

SECTION 2F
SITE DRAINAGE

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

Part I GENERAL

A. WORK INCLUDED

Subdrainage systems at planters located on parking structure roof and behind retaining walls. Storm sewer drainage system including area drains, manholes, sewer mains and laterals, and connection to existing storm sewer.

B. RELATED WORK SPECIFIED ELSEWHERE

Placement of Soil mix over drainage system at planters on parking structure roof: Section 2H.

Membrane waterproofing and protective board at planters on parking structure roof: Section 7C.

C. RELATED WORK BY OTHERS

Area drains occurring in concrete roof deck at planters on parking structure roof.

D. STANDARD SPECIFICATIONS

City of Portland, Department of Public Works specifications entitled "Specifications Applying to Streets, Sewers, Bridges, and Structures" as adopted by the City Council in Section 5-501 of the Public Works Code. Copies of the Standard Specifications may be obtained at Room 401, City Hall, Portland, Oregon.

E. SAMPLES

Submit samples of perforated drain pipe and fittings, drainage gravel, and soil barrier for Approval.

F. PRODUCT STORAGE

Protect perforated drain pipe, storm sewer pipe, and soil barrier from physical abuse and damage.

G. TESTS & INSPECTIONS

1. Hydrostatic tests will be required for storm sewer lines.

2. A City of Portland, Department of Public Works inspector will inspect all storm sewer construction.

SECTION 2F
SITE DRAINAGE

Part II PRODUCTS

A. SUBDRAINAGE SYSTEM MATERIALS

1. Perforated Drain Pipe & Fittings: Laminated-wall Bituminous Fiber ASTM D 2417.
2. Drain Pipe & Fittings: Laminated-wall Bituminous Fiber, ASTM D 1862.
3. Drainage Gravel: -3/4" + 1/2" washed, round gravel.
4. Soil Barrier: "Poly-Filter GB", Carthage Mills, Inc., Cincinnati, Ohio: Or Approved.

B. STORM DRAINAGE SYSTEM MATERIALS

1. Concrete Sewer Pipe & Fittings:
 - a. General: All pipe shall have rubber gasket joints meeting requirement of the Standard Specifications, Section F, Materials, paragraph 34.
 - b. Laterals: Non-reinforced, ASTM C14, Standard Strength.
 - c. Mains: Non-reinforced, ASTM C14, Extra Strength.
2. Cast Iron Sewer Pipe and Fittings: Meet requirements of Standard Specifications, Section F, Materials paragraph 21.
3. Manholes Including Frame & Cover: Meet requirements of Standard Specifications, Standard Plan No. 203 or 204.
4. Area Drain: Josam No. 3610-C VP; Or Approved.

Part III EXECUTION

A. PLANTER SUBDRAINAGE SYSTEM INSTALLATION

1. Remove all materials and debris from planter area prior to laying drain pipe.
2. Lay perforated drain pipe at low points of roof deck; terminate at area drain in roof deck.

SECTION 2F
SITE DRAINAGE

A. PLANTER SUBDRAINAGE SYSTEM INSTALLATION (continued)

3. Place drainage gravel to a uniform elevation across narrow dimension of planter. Minimum depth of 4-inches at planter walls.
4. Place soil barrier over drainage gravel. Lap joints 8-inches minimum, and allow for 2 to 3-inch lap on wall surface.

B. SUBDRAINAGE SYSTEM INSTALLATION AT RETAINING WALLS

1. Lay perforated drain pipe on wall footing and non-perforated drain pipe under walks and Mall paving.
2. Backfill behind wall with drainage gravel to within 6 to 8 inch of finish grade of planting bed.
3. Place soil barrier over drainage gravel. Lap joints 8-inches, minimum, and allow for 2 to 3-inch lap on wall surface.

C. STORM DRAINAGE INSTALLATION

1. General: Meet applicable requirements of Standard Specifications except as modified or supplement under this Section.
2. Storm sewer laterals shall be constructed in accordance with requirements for "House Branches."
3. Install area drains accurately at low points for positive drainage; rim flush with adjacent paving.
4. Set manhole frame and cover flush with adjacent finish paving.
5. Backfill trenches with granular materials meeting requirements of Standard Specifications where they occur beneath walks, paving, walls and curbs. Compact to 95% of maximum density at optimum moisture content, ASTM D1557.
6. No separate or unit payments will be made for this work.

D. PROTECTION & REPAIR

Take all precautions while executing work in planters with membrane waterproofing necessary to prevent any damage to membrane. Repair any resulting damage to satisfaction of Engineer.

E. CLEANUP

Remove all excess materials from Project Site.

End of Section 2F

SECTION 2G
BRICK PAVING

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

Part I GENERAL

A. WORK INCLUDED

Perform all work necessary and required for the installation of brick paving and mortar as indicated.

B. RELATED WORK SPECIFIED ELSEWHERE

Supporting concrete slab for brick paving: Section 3D.
Sealant at expansion joints: Section 71.

C. SUBMITTALS

1. CERTIFICATES

If ready-mixed mortar is used, furnish certificate from mixing plant stating that delivered mortar meets requirements of these specifications.

2. MOCK-UP & SAMPLES

Provide for each paving type as Directed. Show typical coursing, bond, joint treatment, corner construction and other required details, size ample to show paving detail, as Approved.

Provide samples of cured Type S mortar with and without color additive.

Do no additional work until mock-up and samples are approved.

Approved mock-ups and samples will represent minimum acceptable standards of workmanship or quality of material. Any work of lesser quality is subject to rejection and replacement.

D. PRODUCT HANDLING

All materials shall be delivered, stored, and handled in a manner to prevent damage by breakage, water, or moisture, or the intrusion of foreign particles. Store material on a clean surface or platform off ground. Protect from deterioration. During freezing weather protect all materials with tarpaulins or other suitable material.

SECTION 2G
BRICK PAVING

E. ENVIRONMENTAL REQUIREMENTS

1. Temperature:

Brick paving work shall not be performed when the temperature is below 40 degrees F., except by Approval in which case there shall be provided a satisfactory method or heating materials before laying, and for protection of finished work against freezing. Anti-freeze ingredients shall not be utilized.

2. Weather:

Perform work only under cover in rainy weather.

F. PROTECTION

1. Protect all adjacent work from staining and accumulation of mortar.
2. Protect lawn and planting areas from intrusion of cementitious materials.

Part II PRODUCTS

A. BRICK PAVERS

1. General:

- a. Meet requirements of ASTM C-216, Grade SW, Type FBX, wire cut face.
- b. Submit samples for Approval.
2. Brick Type No. 1: Bradford Red as manufactured by Columbia Brick Works; Or Approved. 3 3/4 x 8 x 2 3/4 inches.
3. Brick Type No. 2 (Fish Scale Pattern): 3 1/2 x 3 1/2 x 1 inches; Mauna Loa color as manufactured by Interpace Corporation; Or Approved.
4. Brick Type No. 3 (Edging Brick): 3 1/2 x 7 1/2 x 1 inches; Mauna Loa color as manufactured by Interpace Corporation: Or Approved.

B. MORTAR MATERIALS

1. Portland Cement: Meet requirements of ASTM C-150, Type I, one Brand only.
2. Hydrated Lime: Meet requirements of ASTM C-207, Type S.

SECTION 2G
BRICK PAVING

3. Sand: Meet requirements of ASTM C-144, except grading shall meet the following limits:

SIEVE SIZE	PERCENT PASSING
No. 4	100
No. 8	95 to 100
No. 16	60 to 100
No. 30	35 to 70
No. 50	15 to 35
No. 100	2 to 15
No. 200	0 to 2

4. Water: Clean and free of deleterious amounts of acids, alkalis, or organic materials.

5. Waterproofing Admixtures: Grace "Hydratite," Master Builders "Omicron," Sonneborn "Hydracide"; Or Approved.

6. Colorant: Frank D. Davis Company, Buff Color No. 5447; Or Approved.

C. MORTAR MIXES

1. General:

- a. Mix all cementitious materials and sand for at least 3 minutes (5 minutes maximum) with the maximum amount of water to produce a workable consistency in a mechanical batch mixer.
- b. Add waterproofing admixtures to mortar at time of mixing in proportions recommended by manufacturer meeting requirements of ASTM C-270.
- c. Add colorant to Type S mortar in proportions recommended by colorant manufacturer meeting requirements of ASTM C-270. Mortar color shall match color of Approved sample.
- d. Mortar containing color shall meet the following physical requirements:
 - 1100 PSI min. compressive strength at 7 days.
 - 1800 PSI min. compressive strength at 28 days.
 - 70% min. water retention (flow after suction, Percent of original flow).
 - 12% maximum air content.
 - No efflorescence.
- e. Use of air-entraining admixtures or cementitious materials containing air-entraining admixtures shall not be permitted.
- f. Retemper mortar that has stiffened because of evaporation of water from the mortar by adding water as frequently as needed to restore the required consistency. Mortar shall be used and placed in final position within 2 hours after mixing.

SECTION 2G
BRICK PAVING

C. MORTAR MIXES (continued)

2. Type S Mortar:

a. Meet requirements of ASTM C-270 with average compressive strength at 28 days of 2,000 PSI.

b. Mortar Proportions by Volume:

Portland Cement	1
Hydrated Lime	1/4 to 1/2
Sand	2 1/4 to 3 times the sum of cement and lime volumes.

3. Type M Mortar:

a. Meet requirements of ASTM C-270 with average compressive strength at 28 days of 2,500 PSI.

b. Mortar Proportions by Volume:

Portland Cement	1
Hydrated Lime	0 to 1/4
Sand	2 1/4 to 3 times the sum of cement and lime volumes.

D. EXPANSION JOINT FILLER: Asphalt premolded filler meeting requirements of ASTM D 994.

Part III EXECUTION

A. INSPECTION

Examine surfaces to receive brick pavers; start work only after any defects that will adversely affect brick paving have been corrected.

B. LAYOUT

1. Layout paving work to grades and dimensions indicated on Drawings. In case of error notify Engineer for directions prior to proceeding.
2. Provide full brick course at Type No. 1 brick paving where possible. One-half brick minimum size unless otherwise Approved.
3. Lay edging bands spaced to make use of whole pieces only, except where otherwise indicated or Approved.

SECTION 2G
BRICKPAVING

C. INSTALLATION OF BRICK PAVERS

1. All brick shall be clean and free of dust, dirt, or other foreign materials before laying.
2. Wet all brick until they have an initial absorption rate not exceeding 0.025 ounces per square inch per minute as determined in accordance with ASTM C-67. When being laid, the brick shall have suction sufficient to hold the mortar and to delete the excess water from the mortar. The brick shall be sufficiently damp so that the mortar will remain plastic enough to permit the brick to be leveled after being laid, without destroying bond.
3. Set all brick paving to true surface levels and slopes without abrupt changes. Square all corners and angles unless otherwise indicated on Drawings Or Approved.
4. Accurately execute all pattern work, bonds, or special details indicated on the Drawings.
5. Type 1 Brick Paving: Lay Type No. 1 brick pavers in a 1/2-inch leveling bed of Type M mortar, with tight butt joints.
6. Type 2 and 3 Brick Paving:
 - a. Lay Type No. 2 and 3 brick pavers in a 1/2 inch min., 1-inch max. leveling bed of Type S mortar placed on concrete slab with 3/8 to 1/2-inch space between bricks.
 - b. Fill space pointing between bricks with Type S colored mortar.
 - c. Compress joints with flat tool, making flush, solid, smooth, watertight compacted joints.
 - d. Lay Type 2 brick paving (Fish scale pattern) prior to laying Type 3 paving. Provide saw cut to true line between Type 2 and Type 3 brick paving patterns.
 - e. Cut and repoint all defective joints.
7. Lay brick paving in patterns indicated on the Drawings, Or Approved
8. Provide expansion joint filler where indicated on the Drawings.

D. PROTECTION

Protect brick paving from staining and excess mortar. Clean off exposed surfaces as the work progresses.

E. CLEANING

1. At the completion of installation thoroughly clean exposed brick paving surfaces.

SECTION 2G
BRICK PAVING

E. CLEANING (continued)

2. Apply cleaning agent to sample paving area of 20 square feet in location acceptable to the Engineer.
3. Do not proceed with cleaning until sample area is acceptable to the Engineer.
4. Clean initially with stiff brushes and water.
5. When cleaning agent is required:
 - a. Follow brick manufacturer's recommendations.
 - b. Thoroughly wet surface of masonry on which no green efflorescence appears.
 - c. Scrub with acceptable cleaning agent.
 - d. Immediately rinse with clear water.
 - e. Do small sections at a time.
 - f. Work from top to bottom of slope.
 - g. Protect all corrodible metals when masonry is cleaned with acid solution.
 - h. Remove green efflorescence in accordance with brick manufacturer's recommendations.
6. Take all necessary precautions in using acid solutions to protect against injury to persons, damage to other improvements, and etching of adjacent concrete paving.
7. Leave paving surfaces clean and free from mortar or stains.

F. REPLACEMENT OF BRICK PAVING

Remove and replace promptly any brick paving improperly set, damaged, or stained which in the opinion of the Engineer will affect the final appearance of the paving work.

End of Section 2G

SECTION 2H LANDSCAPING

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

Part I GENERAL

A. WORK INCLUDED

Soil preparation, light weight soil mix, weed eradication, finish grading, plant materials, planting, tree staking and guying, maintenance of trees, shrubs, and groundcovers.

B. RELATED WORK SPECIFIED ELSEWHERE

Imported topsoil and placement thereof: Section 2D.

Subdrainage system and waterproofing membrane at planters located on parking structure roof: Sections 2F and 7C.

Deadman for anchoring tree guys: Section 3D and 5F.

C. HERBICIDES APPLICATION QUALIFICATIONS

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

D. PRODUCT SAMPLES

Submit samples of Hemlock bark, mushroom compost, manure, lightweight soil mix ingredients, tree stakes and ties for approval of Engineer. Resubmit as requested by Engineer until approval is given.

E. PLANT MATERIAL SOURCES:

1. Submit to Engineer within 30 days after Contract date a list of all plant material indicating source of supply, order invoice, size and quantity for each species or variety, and letter of confirmation from supplying nursery.
2. Confirmation letters shall state that plant materials will be supplied when required by the Contractor for planting at the size and quality specified, and that the grading of the plant material will be in accordance with the requirements of "USA Standard for Nursery Stock" Z60. 1-1969 ANSI, published by the American Association of Nurserymen.

F. TEST REPORT

Submit to Engineer a laboratory analysis showing soluble salt content of manure samples prior to delivery of manure to Project Site. Method of assembling samples for analysis shall be as Approved in writing by the Engineer.

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G. LIGHTWEIGHT SOIL MIX TESTING

1. General: Refer to Section 118, General Conditions, Part I.
2. Quality Control:
 - a. The Local Public Agency through an independent testing laboratory will maintain a controlled soil mix prepared and tested using the Contractor's previously approved ingredients and the specified soil mix formula.
 - b. The Contractor shall supply to the independent test laboratory as directed by the Engineer representative samples of prepared soil mix during the course of soil mix preparation.
3. Test Analysis: Minimum test results will include a comparison of the following:
 - a. pH of saturated paste
 - b. Electrical conductivity of saturation extract corrected to 25° centigrade
 - c. Organic content by ash determination reported on a dry weight basis
 - d. A plus or minus 25% deviation in the comparative values of (a), (b), and (c) will be sufficient to indicate satisfactory compliance.
 - e. Bulk Density wet weight in pounds per cubic feet.
4. Where tests reveal noncompliance, Contractor shall retest as required, under this Contract, at no change in contract amount, and reimburse Local Public Agency, Landscape Architect, and Consultants for preparation and supervision.
5. The Soil & Plant Laboratory, Inc. under the direction of Charles L. Pfeifer, Ph.D., Bellevue, Washington will be the independent testing laboratory.

H. PRODUCT DELIVERY, STORAGE & HANDLING

1. Protection of Plant Material:
 - a. Protect at all times during handling, shipping, storage and planting from extreme weather conditions, wind, drying of roots and root balls, injury.
 - b. Plant Material showing damage from shipping or while in storage or during planting may be rejected by the Engineer, and shall be replaced by the Contractor at his own expense.
2. Storage and Protection of Fertilizers: Store in dry place and protect from intrusion of moisture.

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I. PLANTING TIME

1. Plant trees, shrub and groundcovers, and seed lawn only during periods which are normal for such work as determined by the season, weather conditions and accepted practice.
2. Planting of trees will not be required until they have attained dormancy.

J. SEQUENCING & SCHEDULE

1. Coordinate lawn and planting work with installation of irrigation system.
2. Place Type 2 Soil Mix (lightweight) in planters immediately after installation of membrane waterproofing. Coordinate placement of soil mix with installation of subdrainage system.

K. INSPECTION OF PLANT MATERIAL

1. All plant material will be inspected by the Engineer before being planted and all plant material not meeting requirements of specifications will be rejected and separated from acceptable.
2. Contractor shall replace rejected trees, shrubs, and groundcovers with plant material of same specie or variety, Or Approved, that meet specification requirements at his own expense.

L. PLANT MATERIAL SUBSTITUTIONS

1. When the Contractor can substantiate in writing that plant material indicated in the Plant Material Listing is not available in the size specified, the Engineer may Approve a different specie, variety or alternate size of material.
2. When the Contractor submits his Cost Breakdown, as required by the General Conditions, Part I, he shall also submit an itemized list of plant material showing the unit cost of each specie, variety, and size of plant material without planting costs. This list shall aggregate the total cost of plant materials included in the Contract.
3. The unit costs will be used in the preparation of a cost adjustment by Change Order for any plant material substitution.

M. GURANTEE:

1. Guarantee all plant material after provisional acceptance for duration of one complete growing season.

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2. Plant material shall be alive and in satisfactory growth as determined by the Engineer at the end of the guarantee period.
3. Replacement:
 - a. Replace plant material not surviving or in poor condition except only loss or damage due to freezing, vandalism or acts and neglects on the part of others.
 - b. Replace plant material in accordance with requirements of these specifications.

N. OPTIONS

Contractor may use manure in lieu of mushroom compost.

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Part II PRODUCTS

A. ADDITIONAL IMPORTED TOPSOIL

Meet requirements for Imported Topsoil, Section 2D.

B. FERTILIZERS

1. General: Approved brands meeting requirements of applicable State fertilizers laws. Uniform in composition, dry and free flowing. Deliver to the site in original unopened containers, each bearing manufacturer's guaranteed analysis.
2. Commercial Mix: 16-16-16-5 with trace elements.
3. Calcium Nitrate: 15% Nitrogen, 40% water soluble calcium.
4. Potassium Nitrate: 13% Nitrogen, 44% Potash.
5. Single Superphosphate: 0-20-0
6. Iron Sulfate: 21% Iron.
7. Dolomite Limestone: Calcium magnesium carbonate; 50% shall pass through a 100-mesh sieve, 95% to 100% passing through 20 mesh sieve, agricultural ground grade; neutralizing value, 90% minimum.
8. Calcium Carbonate Limestone: 90% calcium carbonate.
9. Planting Tablets: "Agriform" 10-gram tablet except as otherwise indicated, 20-10-5, as manufactured by Agriform International Chemicals Inc., Newark, California; Or Approved.

C. TEXTURAL SOIL AMENDMENTS:

1. Mushroom Compost: "Fine mushroom compost", weed free, containing no harmful chemicals or materials; as supplied by West Foods Inc., Salem Division, Salem, Oregon.
2. Manure: Well rotted, friable, unleached stable or cattle manure, reasonably free from weed seed and refuse, containing no chemicals or materials harmful to plant life; not less than four months nor more than two years old; sawdust or shavings shall not exceed 50% content of manure. Submit specified test report.
3. Peat Moss: Canadian sphagnum peat moss meeting the following requirements:

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3. Peat Moss: (continued)

a. Grading:

<u>Sieve Designations</u>	<u>Percent Passing Sieves</u>
9.51 mm (3/8") (0.371")	95 - 100
500 micron (No. 35) (32 mesh)	0 - 30
<u>Percent Permissible Ranges</u>	

b. Organic Content:

Dry weight basis 90 - 100

c. Moisture Content:

As received basis 30 - 80

d. Chemistry:

(1) Nitrogen - Dry weight basis 0.8 - 3.0

(2) Salinity - Saturation extract
conductivity
EC x 10³ @ 25°C. 0 - 3.0

(3) Reaction - pH 3.5 - 4.5

D. FINE SAND

1. Grading:

<u>Percent Passing</u>	<u>Sieve Size</u>
-100	4.75 mm (No. 4, 4 mesh)
95 -100	1.00 mm (No. 18, 16 mesh)
65 -100	500 micron (No. 35, 32 mesh)
0 - 10	53 micron (No. 270, 270 mesh)

2. Chemical Properties

a. Salinity: The saturation extract conductivity shall not exceed 3.0 millimhos/cm @ 25°C.

b. Boron: The concentration in the saturation extract shall not exceed 1.0 ppm.

c. Sodium: The sodium absorption ratio (SAR) as calculated from analysis of the saturation extract shall not exceed 6.0.

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3. Analysis have been made on various sands taken from several sources in the Portland area in March 1973. At that time one source, Gresham Sand & Gravel at the Mouth of Sandy River, generally met the above grading requirements.

E. MULCH MATERIAL

1. General: Free from noxious weed seed and all foreign material harmful to plant life.
2. Hemlock Bark: Medium grind, -3/4"+0" size, as supplied by Grimmes Fuel Company Lake Oswego, Oregon: or Approved.

F. WATER

Suitable for irrigation, free from ingredients harmful to plant life.

G. TREE STAKING & GUYING MATERIALS

1. Wood Tree Stakes: Douglas Fir, S4S, construction grade free of defects that will weaken strength of stake; treat with two liberal coats of an Approved penetrating oil stain, color as Directed.
2. Metal Tree Stakes: As indicated on Drawings: Painted.
3. Rubber Garden Hose: New or used in good condition.
4. Steel wire: 12 gauge annealed steel wire, galvanized.
5. Cable: Steel aircraft cable, 7x19, 1/8-inch diameter, zinc coated.
6. Cable Clips: Crosby Wire Rope Clips, Or Approved, 1/8 inch size. Hot-dip galvanized.

H. TREES, SHRUBS, & GROUNDCOVERS

1. General:
 - a. Genera, species, and variety; quantity, size and condition as indicated on the Drawings and plant material listing.
 - b. Plant material shall be healthy nursery stock, well branched, full foliated when in leaf; free from disease, injury, insects, all weeds, and weed roots.
 - c. Meet requirements of USA Standard for Nursery Stock, Z60 1-1969 ANSI, published by the American Association of Nurserymen, Inc.

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1. General: (continued)

- d. Cold storage plants will not be permitted.
- e. Ball and burlapped (B&B) stock shall have a natural root ball sufficient to insure survival and healthy growth.
- f. Bare root stock shall have a fibrous root system sufficient to insure survival and healthy growth.
- g. Potted and container stock well rooted, vigorous enough to insure survival and healthy growth.
- h. Container plants shall have grown therein a minimum of six months and a maximum of two years, with roots filling the containers but not showing evidence of being or having been root bound.
- i. All grafts or budding on trees shall be at ground level except higher grafts or budding with compatible trunk and branch growth characteristics may be approved by the Engineer.
- j. All collected native plant material shall be nursery grown for a minimum of one year, unless otherwise approved by Engineer in writing.
- k. All plant material shall meet requirements of State and Federal laws with respect to inspection for plant diseases and infestation. Inspection certificates required by law shall accompany each shipment of plant material and submitted to the Engineer.
- l. Trees: Un-tapped, straight, single leader trees with heavier than normal tops shall be provided.
- m. Plant material shall be free from disfiguring knots and sunscald injuries, bark abrasions, evidence of improper pruning and other objectionable disfigurements.
- n. Trees and shrubs shall have well-developed branch systems; shrubs full foliated.
- o. Thin and weak plants will be rejected by the Engineer.
- p. All plant material except groundcover shall be legibly tagged. Tagging may be by specie or variety with minimum of one tag per ten trees or shrubs.

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2. Nomenclature: Genera, species, and variety as indicated on plant material listing. Plant names are in accordance with those given in Standardized Plant Names, 1942 edition; names of varieties not included therein go by names generally accepted in nursery trade.
 3. Plant Material Substitutions: Only as approved by Landscape Architect in writing. Refer to Part I, General this Section, paragraph E, Plant Material Sources.
 4. Plant Material Listing: On Sheet No. 15 of the Drawings.
- I. SOIL MIX TYPE NO. 1
1. General: Use for backfilling planting holes at all shrubs and trees except where Soil Mix Type No. 2 is indicated.
 2. Soil Mix Preparation: Thoroughly blend and mix the following proportion of Approved materials while in a moist condition:

1/3	Mushroom Compost
2/3	Imported topsoil (excavated at planting holes and/or additional:
5 lbs.	Commercial mix fertilizer per cubic yard of soil mix.
1 cup	Farm Soil dusto, Or Approved, per cubic yard of soil mix.
- J. SOIL MIX TYPE NO. 2 (lightweight)
1. General: Select location off Project Site appropriate for the preparation of the soil mix and accessible to the Engineer during mixing operations.
 2. Soil Mix Preparation: Thoroughly blend and mix the following proportions of Approved materials per cubic yard of soil mix:

1/2 cubic yard	Peat Moss	{ Loose volume; 4 cu. ft. compacted = 6 cubic feet + loose.
1/2 cubic yard	Fine Sand	
1 lb.	Calcium Nitrate	
1/2 lbs.	Potassium Nitrate	
3 lbs.	Single Superphosphate	
7 lbs.	Calcium Carbonate Limestone	
7 lbs.	Dolomite Limestone	
1 lb.	Iron Sulphate	

Part III **EXECUTION**

A. INSPECTION

1. Rough Finish Grades: Verify with Engineer that grades are in accordance with those indicated on the grading plans before proceeding with the work.

SECTION 2H
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A. INSPECTION (continued)

2. Soil Conditions:

- a. Examine top soil for conditions that will adversely affect execution, permanence, and quality of work and survival of plant material and lawns.
- b. Work required under this Section shall not begin until soil and planting conditions are satisfactory.

B. GENERAL PREPARATION

1. General: Remove stones, sticks, mortar, concrete, rubbish, debris, and any materials harmful to plant life.
2. Weed Eradication & Control:
 - a. Remove or spray as required to eradicate noxious weed growth and roots.
 - b. Achieve complete removal or kill.
 - c. Kill achieved by working soil is permissible for annual or non-noxious broadleaf types.
3. Initial Soil Preparation: Loosen topsoil, where compacted, by rototilling or other Approved method to a depth of 6-8 inches prior to addition of fertilizers and soil amendments and the installation of irrigation system.

C. PLANTING BED SOIL PREPARATION (Excluding Planters with Type 2 Soil Mix)

1. At least five days prior to planting time thoroughly mix and pulverize the following proportions of materials to a minimum depth of 7 to 9 inches while in a moist condition:

4 to 6 inches of topsoil
3 inches of mushroom compost (compacted lightly measurement)
20 lbs of commercial mix fertilizer per 1,000 sq. ft.

D. PLACEMENT OF SOIL MIX TYPE NO. 2

1. Place prepared soil mix in six inch maximum lifts in planter areas where indicated on the Drawings.
2. Each lift shall be individually settled by mist watering and light rolling as approved by the Engineer. Water jetting or flooding will not be permitted.

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D. PLACEMENT OF SOIL MIX TYPE NO. 2 (continued)

3. Protect soil barrier and membrane waterproofing from damage. Repair any damage to Engineer's satisfaction.
4. Method of placement will be at the option of the Contractor. Obtain Engineer's written approval prior to proceeding with placement.
5. Placement shall be accomplished in a manner as to prevent the separation of soil mix ingredients.
6. Protect all adjacent improvements from damage, staining and marking during placements operations. Provide protective coverings as may be required or Directed.

E. PLANTING OF TREES, SHRUBS & GROUNDCOVERS

1. Excavate planting holes to the following dimensions, except when Type 2 Soil Mix is specified.
 - a. Shrubs: 12-inches greater in diameter and 6-inches deeper than spread of root system or dimension of root ball.
 - b. Trees: 36-inches in diameter and 36-inches in depth, except as otherwise shown on the Drawings.
 - c. Groundcovers: Twice the spread and depth of the root system.
2. Excavated imported topsoil and subsoil of topsoil quality may be used in Type No. 1 Soil Mix. Remove unacceptable subsoil from Project Site.
3. Place firmly compacted layer of soil mix type #1 in bottom of planting holes to depth as required set tree or plant at proper grade. Loosen subsoil of planting hole prior to placement of soil mix.
4. Plant trees and shrubs upright and face to give best appearance or relationship to adjacent plants and structures.
5. Loosen and remove burlap from around top of earth ball, remove excess burlap. Pulling burlap from under balls will not be permitted.
6. Cut off cleanly all broken or frayed roots.