



222 NW Fifth Avenue
Portland, Oregon 97209

BID #:09-58

***Sizzler Building Demolition Project
(Block 26)***

Pre Bid Meeting:

June 10, 2010

2:00 PM

834 NE MLK Jr. Blvd

Portland, OR

Proposal Due:

June 24, 2010 2:00 PM

**First Tier Subcontractor &
M/W/ESB Compliance**

Forms Due:

June 24, 2010 4:00 PM

Public Opening:

June 24, 2010

Immediately after 2:00 PM

Questions Referred to:

Nathan P. Mosley, CPPB

Construction Services Supervisor

Submit Proposals to:

Nathan P. Mosley, CPPB

Construction Services Supervisor

Pre-qualification Required In:

Issued: June 3, 2010

**Sizzler Building Demolition
(Block 26)
Bid No. 09-58**

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**Sizzler Building Demolition
(Block 26)**

The **PORTLAND DEVELOPMENT COMMISSION (COMMISSION)** will receive sealed bids in writing at the Commission's office located at 222 NW Fifth Avenue, Portland, Oregon 97209 for the Demolition of Block 26" (former Sizzler Restaurant) until the deadline of 2:00 p.m. Pacific Time (PT) on June 24, 2010 ("Bid Deadline"), after which time bids will not be received. All bids will be publicly opened and read aloud at the Commission's Office immediately after the time of the Bid Deadline. Each bidder shall submit to the Commission's office the First-Tier Subcontractor Disclosure Form, the Good Faith Effort Compliance Form 1 and the Good Faith Effort Program Form 2 (the forms of which are contained in the Project Manual) either (1) along with its respective bid or (2) by delivering such items to the Commission's office no later than 4:00 p.m. on July 24, 2010.

All work shall be performed in accordance with the provisions of the Contract Documents contained or referenced in the Project Manual now available at the Commission's Office. Questions, Bids, Good Faith Effort Forms, and First Tier Subcontractor Forms should be directed to Nathan P. Mosley, CPPB, Construction Services / Prevailing Wage Supervisor. A **mandatory** pre-bid conference will be held at 2:00 p.m. on June 10, 2010 at 834 NE Martin Luther King, Jr., Blvd., Portland, OR. PDC Construction Wage Policy and Wage Rates. The Commission wage policy is incorporated and the wage rates must be paid on the project. No bid will be received or considered by the Commission unless the bid contains a statement by the bidder as a part of its bid that the applicable provisions of the Commission's Wage Policy are to be complied with.

The Commission may reject any bid not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any or all bids upon a finding of the Commission that it is in the public interest to do so.

The Commission is committed to acting affirmatively to encourage and facilitate the participation of Emerging Small Businesses (ESB), Minority Business Enterprises (MBE), and Women Business Enterprises (WBE) in the Commission's projects and operations. Bidders must comply with established goals and/or good faith efforts in this project as required in the Project Manual. Bidders must also commit to comply with the Commission's requirements for Workforce Training and Hiring and Equal Employment Opportunity as outlined in the Project Manual.

The Commission's working hours are 8:00 a.m. to 5:00 p.m. Monday through Friday excluding holidays.

Portland Development Commission

By: Nathan P. Mosley, CPPB

First Published: Daily Journal of Commerce
June 3, 2010

INSTRUCTIONS TO BIDDERS (Solicitation No. 09-58)

1. Executive Summary. The Portland Development Commission ("Commission") is soliciting bids for the Sizzler Building Demolition (Block 26) project ("Project"), which involves all the work described in or required by the Contract Documents, including, but not limited to, the following work:

Demolition of Block 26" (former Sizzler Restaurant) generally consists of the demolition of a single-story structure with lap siding on a structural slab approximately 7,128 square feet, surrounded by removal of approximately 25,000 square feet of asphalt parking, grading and other incidental and related work as set forth in the Drawings and Technical Specifications. Area of work is approx 0.80 acres.

The Project must be completed no later than **ninety (90)** calendar days from notice to proceed.

2. Definitions. Unless defined differently herein, the terms used in these Instructions to Bidders shall have the same meaning and definition as provided in the General Conditions.

3. Contract Documents. The Contract Documents, including these Instructions to Bidders, are enumerated in the contract to be awarded to the successful bidder ("Construction Agreement"). The Contract Documents are now available at the Commission's office located at 222 NW Fifth Avenue, Portland, Oregon 97209. No partial sets will be provided. The Commission disclaims all responsibility for errors, ambiguities, or misinterpretations resulting from the use of an incomplete set of the Contract Documents. By making the Contract Documents available, neither the Commission nor its representatives or agents (including design professionals) confer a license of any kind or grant permission for any use of the Contract Documents other than on this Project.

4. Bid Deadline. The Commission will receive sealed bids for the Project in writing at the Commission's office located at 222 NW Fifth Avenue, Portland, Oregon 97209 until the deadline of 2:00 p.m. Pacific Time (PT) on June 24, 2010 ("Bid Deadline"), [after which time bids will not be received. All bids will be publicly opened and read aloud at the Commission's office immediately after the time of the Bid Deadline.

5. Subcontractor Disclosure/Good Faith Effort Forms/Bid Opening. Bidders shall submit to the Commission's office (a) a disclosure of any first-tier subcontractors that will be furnishing labor or labor and materials in connection with the Project in accordance with ORS 279C.370 and (b) a disclosure of compliance and good faith efforts under the Commission's Good Faith Effort Program. Bidders shall make such disclosures by completing the First-Tier Subcontractor Disclosure Form, the Good Faith Effort Compliance Form 1 and Good Faith Effort Program Form 2 (the forms of which are contained in the Project Manual) and providing such completed forms to the Commission's office either (1) along with its respective bid or (2) by delivering such items to the Commission's office no later than 4:00 p.m. on June 24, 2010.

6. Bid Submission and Inquiries. All inquiries shall be directed to the Commission's Construction Services Supervisor, Nathan P. Mosley, Jr., CPPB at (503) 823-3322. Bids, First-Tier Subcontractor Disclosure Forms ("Subcontractor Disclosures") and Good Faith Effort Compliance Form 1 and Good Faith Effort Program Form 2 (collectively, "Good Faith Effort Forms") shall be directed to Nathan P. Mosley, Jr., CPPB, Construction Services Supervisor (503) 823-3322.

All Bids, Subcontractor Disclosures and Good Faith Effort Forms must be completed on the forms provided and delivered to the Commission in sealed opaque envelopes appropriately marked with (a) the name and address of the bidder, (b) the solicitation number, (c) the name of the project being bid and (d) the date and time of the bid opening. Facsimile transmissions **will not be accepted**.

7. Construction Wage Policy and Wage Rates. The Commission wage policy is incorporated and the wage rates must be paid on the project. The January 1, 2010 and amended April 1, 2010 rates for BOLI are applicable for this project. No bid will be received or considered by the Commission unless the bid contains a statement by the bidder as a part of its bid that the applicable provisions of the Commission's Wage Policy are to be complied with.

8. Asbestos Abatement License. This public contract **DOES NOT** involve asbestos abatement work and contractors bidding on this public contract **ARE NOT** required to be licensed with the Department of Environmental Quality pursuant to ORS 468A.720.

9. Registration With CCB or LCB and City of Portland Business License. No bids for a construction contract shall be received or considered by the Commission unless the bidder is licensed with the Construction Contractors Board or licensed by the State Landscape Contractors Board as required by ORS 701.035 et seq. and ORS 671.525 et seq., respectively. Bidder must also be licensed with the City of Portland or proof of exemption. All licenses must be valid at the time of bid deadline.

10. Bid Security. All bids must be accompanied by appropriate bid security in accordance with ORS 279C.365 (4). This security must be in the form of an original and fully executed surety bond, an irrevocable letter of credit, cashier's check or certified check in an amount equal to ten percent (10%) of the amount bid for the contract. Photocopies of these documents are unacceptable and will be deemed nonresponsive. The bid security of the successful bidder will be returned when the bidder has properly executed the Construction Agreement, and the performance and payment bonds have been properly executed, delivered to, and accepted by the Commission. The bid security of each unsuccessful bidder will be returned immediately after the bidders are deemed unsuccessful.

11. Resident Bidder. Each bid must contain a statement as to whether the bidder is a "resident bidder" as defined in ORS 279A.120.

12. Minority And Workforce Training Requirements. The Commission is committed to acting affirmatively to encourage and facilitate the participation of Emerging Small Businesses (ESB), Minority Business Enterprises (MBE), and Women Business Enterprises (WBE) in PDC projects and operations. By submitting a bid for the Project, Bidders agree to (a) comply with the established goals and/or good faith efforts on this Project as required in the Contract Documents, (b) comply with the Commission's requirements for Workforce Training and Hiring and Equal Employment Opportunity as outlined in the Contract Documents.

13. Bidder's Representations. By submitting a bid for the Project, bidders further represent that they have read and understood the Contract Documents, visited the site, carefully studied and compared the Contract Documents with each other, become familiar with the conditions under which the Work will be performed, and have taken no exception to any term, condition, obligation or requirement of the Contract Documents that is not clearly and expressly stated in their respective bid. Bidders understand and agree that any exception to any term, condition, obligation or requirement of

the Contract Documents may, in the Commission's discretion, be the basis for bid rejection. Bidders further represent that they will report immediately all errors, inconsistencies, or ambiguities they discover in the Contract Documents to the Commission.

14. Requests for Correction/Clarification/Substitution. Any requests for correction, clarification or substitution shall be in writing and submitted to the Commission representative provided in Paragraph 6 above by the date and time shown in the bid schedule in paragraph 18 below. Any corrections, clarifications or substitutions made by the Commission will be issued in writing and sent to all bidders by addenda. Any corrections, clarifications or substitutions made in any manner other than a written addendum will not be binding, and bidders shall not rely thereon.

15. Form and Content for Substitution Request: Each such request for substitution shall include the name of the material, equipment, or products which is to be substituted and a complete description of the proposed substitute including drawings, cuts, performance and test data and any other information necessary for evaluation. A statement setting forth any changes in other materials, equipment or work that incorporation of the substitute would require shall be included. The burden of proof of the merit of the proposed substitute is upon the proposer. The Commission's decision of approval or disapproval of a proposed substitution shall be a matter within the Commission's sole discretion.

16. Addenda. Addenda will be mailed or otherwise delivered to all those known by the Commission to have received a complete set of Contract Documents. Addenda will be issued no later than the date provided in paragraph 18 below, provided however, that such date is subject to change by the Commission. Each bidder shall acknowledge its receipt of all addenda in its respective bid.

17. Bid Schedule. The Commission reserves the right to alter by written addenda the schedule below.

Advertisement for Bids: June 3, 2010

Project Manual (including Contract Documents) Available: June 3, 2010

Mandatory Pre-Bid Conference / Jobsite Tour: June 10, 2010 2:00 PM PT

Request for Correction/Clarification/Substitution Due: June 18, 2010 2:00 PM PT

Last Day to Issue Addenda: June 21, 2010 2:00 PM PT

Bid Deadline (Bid Closing Date and Time): June 24, 2010 2:00 PM PT

Bid Opening Date and Time: June 24, 2010, *immediately after closing*

Subcontractor Disclosure Date and Time: June 24, 2010 4:00 PM PT

Intent to Award: July 2, 2010

Award No Later Than: July 12, 2010

Construction Agreement Signed No Later Than (**10 days after award**): July 22, 2010

18. The mandatory pre-bid conference will be held at 834 NE Martin Luther King, Jr., Blvd., Portland, OR on June 6, 2010 at 2:00 p.m., Pacific Time. Jobsite tour will be held immediately after the pre-bid conference. All prime contractor bidders must attend these meetings. The Commission reserves the right to reject the bid of any prime contractor who fails to attend these meetings.

20. Form and Content of Bids. All bids shall be submitted on the accompanying Bid Form. All items to which an exception is taken must be explained by the bidders; provided, however, that any exception to the terms, conditions, obligations or requirements of the Contract Documents may, in the Commission's discretion, be the basis for bid rejection. Each bid must be signed by a person or

persons legally authorized to bind the bidder. Photocopy, electronic, or stamped signatures are not acceptable. Any and all attachments to the Bid Form must also be completed and submitted.

21. Bidders' Responsibility for Cover Price. By submitting a bid, each bidder expressly agrees that, if the bidder is determined to be the successful bidder but fails within ten (10) days of the award date to submit the executed Construction Agreement and all related documents (including but not limited to the payment and performance bonds), such contractor will be directly responsible to the Commission for any increased costs to the Commission in hiring a replacement contractor including, without limitation, any attorney fees, investigation and expert fees and costs arising out of any related claim or dispute.

22. Bid Withdrawal or Modification. By submitting a bid, bidders agree to keep their bids open for 60 calendar days from the date of Bid Deadline. A bid may not be withdrawn or modified during this 60 day period. An award of the Construction Agreement to any bidder shall not constitute a rejection of any other bid unless stated in writing by the Commission.

23. Acceptance/Rejection/Negotiation of Bids. The Commission reserves the right to determine in its discretion which bidder is the low responsive and responsible bidder that should be awarded the Construction Agreement. Once an award determination is made, the successful bidder will have ten (10) days to return to the Commission the executed Construction Agreement and all related documents (including but not limited to the payment and performance bonds). The Commission reserves the right provided by ORS 279C.340 to negotiate with the lowest responsive and responsible bidder if all bids exceed the Commission's cost estimate for the Project. The Commission is not obligated, however, to negotiate with any bidder. The Commission reserves the right to reject any bidder for nonresponsibility as provided in ORS 279B.110 and other applicable law. The Commission reserves the right to review individual unit bid prices to determine if any are significantly unbalanced to the potential detriment of the Commission. A bid will be considered irregular and may be rejected if one or more unit bid prices are determined by the Commission to be significantly unbalanced. The Commission also reserves the right to reject any bid not in substantial compliance with all prescribed public bidding procedures and requirements, and may, in its discretion, reject for good cause any or all bids upon a finding that it is in the public interest to do so.

24. Commission Investigations. The Commission may make such independent investigations as deemed necessary to determine the responsiveness and responsibility of any bidder, and the bidder shall furnish to the Commission all such information and data for this purpose as the Commission may request.

25. Protests. The Commission has adopted its own public contracting rules and is not subject to the Attorney General's Model Public Contracting Rules. Copies of the Commission's rules may be obtained by contacting the Commission representative provided in paragraph 15 above. Bidders should note that the rules contain, among other things, time deadlines for submission of protests.

26. Costs for Preparation of Bids. The Commission will not be responsible under any circumstances for the costs incurred by contractors or others for the preparation and submission of bids.

BID FORM (Solicitation No.09-58)

Sizzler Building Demolition
(Block 26)

Bidder's Name _____

1. The undersigned, having become familiar with the existing conditions of the work sites and with the Contract Documents contained in the Project Manual prepared by the Portland Development Commission ("Commission"), hereby proposes to perform and complete the Work for a base bid amount of (written):

_____ Dollars and _____ Cents (\$_____).

Generally includes temporary fencing, erosion control, pest control, salvage (demolition) of one story building and slab, removal of asphaltic concrete (a/c) parking area and base rock, removal of internal walkways and other structures, removal and disposal of excess clean fill dirt (est. 3,017 cy), capping utilities, import topsoil, hydro seeding and other incidental and related work as set forth in Drawings and Technical Specifications. All soil estimates described are established using conversion 1.5 tons/cy.

The Commission reserves the right to award the contract for the Base Bid only or the Base Bid plus any combination or all Alternate Bid Items as described in the bid documents, as it determines is in the best public interest.

The undersigned further proposes the following Add/Deduct (Unit Price) Bid Items, to adjust the base bid price for actual work performed, in the amounts as shown below:

1. Alternate Bid Items:

Alternate #1 – Unit Prices will be established as add/deduct unit prices to be applied to the estimated volumes as described in the drawings as follows:

1. Removal and disposal of excess clean fill dirt \$_____/cy offsite
2. Removal and disposal of asphaltic concrete \$_____/ton offsite
3. Removal and disposal of concrete \$_____/ton offsite

Based on equitable adjustment through a Change Order the estimated base bid quantities will be modified using the established add/deduct Unit Prices for actual work performed. Any Unit Price that appears to be unbalanced or otherwise bid loaded may result in bid rejection.

Note: All Unit Prices shall include all associated source/tip and hauling fees.

Alternate #2 – Add/Deduct lump sum cost to haul and dump (stockpile) excess 3,017 cy clean fill dirt at Owner property (vacant two blocks) located at corner of NW Overton and NW 11th Ave 1.65 miles from the site. Truck end dump (side by side) in

designated area with perimeter silt fence encircling stockpile with 6 mill visqueen temporary cover with weighted straw bale perimeter and cross lines to retard blow-off. Perimeter silt fence will remain, and Owner to maintain after Substantial Completion.

2. Bidder certifies that it has in place or will implement before any performance of the work for this project begins a mandatory employee drug testing program in accordance with ORS 279C.505. Bidder further certifies that it will demonstrate that the employee drug-testing is in place.
3. Bid security in the sum of _____ Dollars (\$_____) is submitted herewith in the amount of ten percent (10%) of the base bid price plus all of the additive bid alternates.
4. The undersigned acknowledges receipt of Addenda Nos. ____ through _____.
5. Pursuant to the definitions in ORS 279A.120 the Bidder _____ (is / is not - **INDICATE ONE**), a resident bidder. If Bidder is not a resident bidder, Bidder's state of residence is _____.
6. The Bidder's Oregon Construction Contractor's Board registration number is _____.
7. The Bidder's City of Portland Business License number is: _____.
8. The Bidder certifies that it is EEO registered in the City of Portland and will comply with all requirements regarding minority utilization goals/efforts, Workforce Training and Hiring, and Equal Employment Opportunity contained or referenced in the Project Manual.
9. Bidder certifies it will disclose its first-tier subcontractors to the Commission within the time frame and with the content required by ORS 279C.370 and the Instructions to Bidders by submitting the First Tier Subcontractor Form and Good Faith Effort Forms 1 and 2 as provided in the Project Manual for the base bid and any additive alternate bid.
10. Bidder certifies that it will comply with PDC Construction Wage Policy provisions regarding prevailing wage rates for this project. The Bidder further certifies that they have filed with the Bureau of Labor and Industries a public works bond as set forth in ORS279C.830 (3). In addition, all Subcontractors participating in the project shall have a public works bond in-place prior to engaging in any subcontract work.
11. Bidder certifies it is an independent contractor as defined in ORS 670.600.
12. Bidder certifies this bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other bidder to submit a false or sham bid;

Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; and Bidder has not sought by collusion or fraud to obtain for itself any advantage over any other bidder or over the Commission.

Undersigned Bidder is an officer and/or authorized signatory to offer a legally binding bid.

Full Legal Company Name of Bidder: _____

Address: _____

Signature: _____

Printed Name: _____

Title: _____

Phone: _____

Facsimile: _____

Date: _____

BID BOND (Solicitation No.09-58)

BIDDER (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

Portland Development Commission
222 NW Fifth Avenue
Portland, Oregon 97209

BID

BID DUE DATE: _____

PROJECT (Brief Description Including Location): _____

BOND

BOND NUMBER: _____

DATE: (Not later than Bid Due Date): _____

PENAL SUM: _____

[Signatures Appear on Following Page]

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER [Name]

By: _____ Attest: _____
Signature and Title Signature and Title

SURETY [Name]

By: _____ Attest: _____
Signature and Title Signature and Title

Note: (1) Above addresses are to be used for giving required notice.
(2) Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. 2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents. 3. This obligation shall be null and void if: 3.1. Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or 3.2. All bids are rejected by Owner, or 3.3. Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof). 4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due. 5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed 120 days from Bid Due Date without Surety's written consent. 6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety. 7. Any suit or action under this Bond shall be commenced only in Multnomah County Circuit Court.	8. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned. 9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby. 10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect. 11. The term "bid" as used herein includes a bid, offer or proposal as applicable.
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FIRST-TIER SUBCONTRACTOR DISCLOSURE

THE FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM IS TO BE SUBMITTED BY ALL BIDDERS EITHER WITH THEIR BID OR NOT LATER THAN TWO (2) WORKING HOURS AFTER THE DATE AND TIME OF THE DEADLINE FOR SUBMISSION OF BIDS ("DISCLOSURE DEADLINE").

FIRST-TIER SUBCONTRACTOR DISCLOSURE REQUIREMENTS

In 2003, the Oregon Legislature revised ORS 279C.370, which provides, in part:

"bidder shall submit to the public contracting agency a disclosure of the first-tier subcontractors that: (A) will be furnishing labor or will be furnishing labor and materials in connection with the public improvement; and (B) will have a contract value that is equal to or greater than five percent of the total project bid or \$15,000, whichever is greater, or \$350,000 regardless of the percentage of the total project bid."

The disclosure of first-tier subcontractors applies to public improvements with a contract value of more than \$100,000. The Bidder must disclose the following information about its first-tier subcontracts:

- 1) The subcontractor's name;
- 2) Dollar value of the subcontract; and
- 3) The category of work that the subcontractor would be performing.

If the bidder will not be using any subcontractors that are subject to the above disclosure requirements, the bidder is required to indicate "**NONE**" on the accompanying form.

Failure to submit this form by the Disclosure Deadline will result in a nonresponsive bid. A nonresponsive bid will not be considered for award.

RELATIONSHIP OF FIRST-TIER SUBCONTRACTOR DISCLOSURE REQUIREMENTS TO OTHER DISCLOSURE REQUIREMENTS RELATING TO GOOD FAITH EFFORT PROGRAM OF THE PORTLAND DEVELOPMENT COMMISSION ("COMMISSION")

The disclosure requirements under the Commission's Good Faith Effort Program are separate bidding requirements from the First-Tier Subcontractor Disclosure requirements. Bidders are required to comply with all disclosure requirements under both (a) the Commission's Good Faith Effort Program specifications and (b) these First-Tier Subcontractor Disclosure specifications.

BIDDERS SHOULD BE AWARE THAT DISCLOSURE REQUIREMENTS FOR SUBCONTRACTORS UNDER THE COMMISSION'S GOOD FAITH EFFORT PROGRAM ARE BROADER THAN THE DISCLOSURE REQUIREMENTS UNDER THESE FIRST-TIER SUBCONTRACTOR DISCLOSURE SPECIFICATIONS.

Under the Commission's Good Faith Effort Program, bidders are required to disclose all subcontractors that will be furnishing either labor and/or materials to be used in connection with the public improvements contract, regardless of dollar amount of the subcontract. Hence, bidders are required to disclose subcontractors under the Commission's Good Faith Effort Program that they are not otherwise required to disclose pursuant to the First-Tier Subcontractor Disclosure requirements under ORS 279C.370, as amended. For more information regarding the disclosure requirements under the Commission's Good Faith Effort Program, please review the portion of the bidding documents relating to the Commission's Good Faith Effort Program which are contained in the Project Manual available upon request from the Commission.

**PORTLAND DEVELOPMENT COMMISSION
FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM**

This form must be submitted at the location specified in the Invitation to Bid on the bid closing date and within two (2) working hours after the bid closing time ("Disclosure Deadline"). This form may be submitted with the bid.

List below the name of each subcontractor that will be furnishing labor or labor and materials and that is required to be disclosed, the category of work that the subcontractor will be performing and the dollar value of the subcontract.

*Enter "NONE" if there are no subcontractors.
(ATTACH ADDITIONAL SHEETS IF NEEDED)*

Project Name: _____

Bid Number: _____

Bid Closing - Date: _____ Time: _____

SUBCONTRACTOR NAME (Please Print)	DOLLAR VALUE	CATEGORY OF WORK (Painting, electrical, landscaping, etc.)
1)	\$	
2)	\$	
3)	\$	
4)	\$	
5)	\$	
6)	\$	
7)	\$	
8)	\$	
9)	\$	
10)	\$	

Failure to submit this form by the Disclosure Deadline will result in a bid deemed to be nonresponsive. A nonresponsive bid will not be considered for award.

Form submitted by (Bidder Name): _____

Contact Name: _____ Phone No.: _____

Workforce Training & Hiring Program

This program applies to prime contracts of \$200,000 or greater and on Commission's construction related projects other than direct bid construction of \$1,000,000 or more and subcontracts of \$100,000 or more.

The following Workforce Training & Hiring Requirements are a summary of the key contractual obligations of contractors working on City funded public works projects, development agreements or Enterprise Zone benefits. It is the contractor's responsibility to read and fully understand this section of the bid specifications and to comply with all provisions of the program, regardless of whether they appear on this checklist. The City administers this program for Multnomah County, Portland Development Commission, Tri-Met, Portland Community College and the Housing Authority of Portland.

CHECKLIST:

1. Prime Contractor:

- A. Submit Projected Hiring Needs form (Exhibit 2) to Owner within 15 calendar days after bid opening or prior to contract award, whichever occurs first.
- B. Ensure compliance by all subcontractors with subcontracts of \$100,000 or more, and provide them with a copy of the Workforce Program section of the specifications.

2. Subcontractors, at all tiers, with contracts of \$100,000 or more :

- Submit Projected Hiring Needs form (Exhibit 2) prior to beginning work on the project or within 5 days of signing subcontracts, whichever occurs first.

3. Prime and all subcontractors with contracts of \$100,000 or more must:

- A. Throughout the duration of the project: Ensure that a minimum of 20% of labor hours in each apprenticeable trade performed by the prime and subcontractors of \$100,000 or more are worked by state-registered apprentices.
- B. Before starting work on this project: Submit proof of registration as a Training Agent with the Bureau of Labor & Industry, Apprenticeship & Training Division (ATD) in each trade employed. For assistance, contact the City Workforce Program (503) 823-6888 or ATD (503) 731-4072.
- C. Throughout the duration of the project: Make all reasonable and necessary efforts to employ a workforce that reflects the diversity of the City of Portland, including recruitment of a diverse workforce through the unions, the apprenticeship programs and other community resources, as described in this section of the specifications.
- D. Throughout the duration of the project: Maintain written documentation of all requests for workers from the unions, apprenticeship programs, and community organizations.
- E. When an apprentice is hired: Notify the City Workforce Program.
- F. By the 5th of each month to the Owner's Project Manager and the City Workforce Program, submit Monthly Employment Report (Exhibit 4).

Please consult the Workforce Training & Hiring Requirements for additional information or call the City Workforce Program at (503) 823-6888 if you have questions. Thanks.

WORKFORCE TRAINING AND HIRING PROGRAM REQUIREMENTS

I. PURPOSE OF WORKFORCE SPECIFICATIONS

A. General Program Description

The Portland City Council has directed that all Bureaus and Departments maximize apprenticeship and employment opportunities for minorities, women and economically disadvantaged workers in the construction trades. (City Ordinance No. 167374, Feb. 16, 1994 and County Ordinance No. 861, July 11, 1996) Their goals include a) ensuring that the City do business with contractors whose workforce reflects the diversity of the workforce found in the City of Portland, and b) that their contracting dollars provide fair and equal opportunities to the jurisdictions' diverse populations.

The City Workforce Training & Hiring Program ("Workforce Program") is administered for the City of Portland, Portland Development Commission (PDC), Multnomah County, and Tri-Met, and the Housing Authority of Portland by the City of Portland, Bureau of Purchases. The Workforce Program applies to all prime Contracts of \$200,000 or more and to each subcontractor having a subcontract of \$100,000 or more on the project. The Contractor and all subcontractors are encouraged to fulfill the program requirements even if their contracts are less than these amounts.

Contractors shall make reasonable efforts to ensure that their workforce reflects the diversity of the City of Portland.

One way Contractors can make reasonable efforts to ensure that their workforce is diverse is to recruit, train and employ minorities and women whenever possible. This portion of the contract establishes requirements regarding that recruitment, training and employment.

For purposes of the Workforce Specifications, the following definitions shall apply:

"The contract" shall mean the contract awarded as a result of these bid specifications.

"Contractor" shall mean the bidder to whom a contract is awarded.

The term "minorities" shall include members of either sex who are African-Americans, Hispanic Americans, Asians or Pacific Islanders, Native Americans or Alaskan Native Americans.

"Owner" shall mean the government agency that awarded the contract, or leveraged public involvement in the project through a loan, development agreement or Enterprise Zone program.

"The project" shall include all work performed pursuant to the contract.

B. Organization of Program Requirements

The Workforce Specifications are divided into several parts.

Section II refers to the action that bidders must take in order to be eligible for an award of a contract.

Section III lists the actions that must be taken by the Contractor.

Section IV refers to remedies available to the Owner if a Contractor fails to meet the requirements of the Workforce Specifications.

Section V refers to the Owner's ability to monitor compliance with the Workforce Specification by examination of contractor and subcontractor records.

II. ACTION REQUIRED OF ALL BIDDERS

- A. All Bidders shall thoroughly read this Workforce Program specification and commit to perform all requirements described herein. The Apparent Low Bidder shall submit Exhibit 2, Projected Hiring Needs within fifteen (15) calendar days after bid opening or prior to award of the contract, whichever occurs first. The Exhibit shall provide complete information. The Projected Hiring Needs must demonstrate how the workforce on this project will fulfill all program requirements, including utilization of apprentices.

In the event that the Apparent Low Bid is nonresponsive, the next lowest Bidder considered for contract award shall submit Exhibit 2 within fifteen (15) days after bid opening or within two (2) days of notification by the Owner, whichever occurs last.

For PDC development agreements, Exhibit 2 shall be submitted by the prime Contractor within fifteen (15) calendar days after its selection.

III. ACTIONS NECESSARY TO SATISFY CONTRACT REQUIREMENTS

A. Make Reasonable Efforts to Have Diverse Workforce

A Contractor must make all necessary and reasonable efforts to have a workforce that reflects the diversity of the City of Portland and is reasonably consistent with the availability of qualified women and minorities based on Equal Employment Opportunity data supplied by the City. This requirement is in addition to any other requirement of this portion of the contract.

The Contractor shall demonstrate that it is an EEO employer with a diverse workforce, or that it is making serious efforts to become one, as follows:

1. The Contractor and each affected subcontractor shall submit a copy of its "A" level EEO certification letter from the City of Portland EEO Program. An "A" level EEO certification demonstrates that the Contractor is not underutilized by trade, race, and gender in its companywide workforce based on availability data from the 1990 census and the City's EEO statistical summary; or
2. Provide written documentation of its good faith recruitment efforts. If the Contractor is unable to verify that it employs a diverse workforce based on the standards described in the paragraph above, then the Contractor must follow the process for recruiting apprentices and journey workers described in Sections IIIF and IIIG of this specification. This process is considered by the Owner to be the minimum effort to recruit a diverse workforce.

NOTE: A Contractor seeking an "A" level EEO certification may wish to consider utilizing the Recommended Good Faith Recruitment & Retention Practices, attached as Exhibit 5.

3. The failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women shall not excuse the Contractor's obligations under this section of the specifications.

B. Ensure Compliance By Certain Subcontractors

1. The contractor shall ensure that each subcontractor having a subcontract of \$100,000 or more, at all tiers shall comply with all of the provisions of the workforce specifications. Contractors shall include in their bid all costs associated with this requirement. No change order will be executed in order for the contractor to comply with this section.
2. The Contractor shall provide a copy of this Workforce Program specification to all subcontractors with contracts of \$100,000 or more executed for the project.

C. Register As A Training Agent

The Contractor shall register with the Oregon Bureau of Labor and Industries (BOLI) as a Training Agent and ensure that all subcontractors who have contracts in the amount of \$100,000 or more are registered as Training Agents. However, registration as a Training Agent in a specific trade is not required if there are no training opportunities in that trade on the project, based on the maximum ratio allowed by BOLI.

1. Only training programs approved by and registered with BOLI may be used to fulfill training requirements under the workforce specifications.
2. Training is intended to be primarily on-the-job training in apprenticeable crafts, and does not include classifications such as flag person, timekeeper, office engineer, estimator, bookkeeper, clerk/typist, fire fighter, or secretary. Hours performed in crafts, which are not apprenticeable occupations, such as truck driving, are exempt from the training requirements.
3. Exemptions to the training requirements must be approved by the Owner in writing prior to starting work on the project. Written requests for exemptions related to the training requirements will be considered by the Owner during the course of the project, only for extreme circumstances, and must also be approved in writing. All requests to exempt all or any portion of the work on a project shall be submitted to the Bureau (14) days before any work on the project begins. Requests for exemptions should be directed to the City Workforce Training & Hiring Program Compliance Specialist for the project.

Requests for exemptions shall be approved by the City Workforce Training & Hiring Program Coordinator.

D. Submit Documentation

The contractor shall submit documentation regarding the following subjects to the Owner. The Owner's failure to object to documentation submitted by the Contractor or subcontractor shall not relieve them of the requirements of this section.

1. Training Agent Status

The Contractor and all required subcontractors must submit proof to the Workforce Program that they are registered Training Agents with BOLI prior to beginning any work on the project.

2. Subcontractor Workforce Information

Exhibit 2, Projected Hiring Needs, must also be submitted for each subcontractor required to register as a Training Agent prior to beginning work on the project or within 5 calendar days after the execution of the applicable subcontract, whichever occurs first. Work by a subcontractor shall not begin prior to submission of such documentation.

3. Contractor and Subcontractor Reports After Work Begins

The Monthly Employment Report (Exhibit 4) must be submitted by the prime Contractor and any subcontractor having a subcontract of \$100,000 or more to the Workforce Program by the 5th day of each month, with a copy to the Owner's project manager. The Contractor shall follow the submittal instructions on the report form. All hours subject to prevailing wage rates on public projects, in addition to supervisors, foremen, and superintendents, shall be reported on Exhibit 4.

4. A copy of certified payroll reports may be requested by the Owner to verify information in the Report. The payroll reports shall be provided within 7 days of the date when the contractor receives the request for the payroll.

E. Use of Apprentices

The Contractor shall:

1. Ensure that a minimum of 20% of labor hours in each apprenticeable trade performed on the project by the prime contractor, and subcontractors with subcontracts of \$100,000 or more, are worked by state registered apprentices throughout the duration of the project. Contractors and subcontractors shall fulfill the 20% apprenticeship hour's requirement without exceeding the apprentice ratios approved by the applicable apprenticeship program.
2. Pay all apprentices the wages required by any applicable collective bargaining contract or pursuant to state or federal law and regulations.
3. Not use workers previously employed at journey-level or those who have successfully completed a training course leading to journey-level status to satisfy the requirements of these provisions.
4. Notify the Workforce Program when an apprentice is hired for this project.
5. Count apprentice hours as follows:
 - (a) Hours worked on the project by apprentices enrolled in state-approved apprenticeship programs. If the Contractor is unable to fulfill its 20% requirement, then the Contractor may also use methods (b) and (c) below;
 - (b) Hours worked on the project by apprentices who are required to be away from the job site for related training during the course of the project, but only if the apprentice is rehired by the same employer after completion of training; and
 - (c) Hours worked on the project by graduates of state-registered apprenticeship programs, provided that such hours are worked within the 12-month period following the apprentice's completion date.

F. Use Apprenticeship Programs for Referrals

A Contractor that does not have an "A" level EEO certification must follow all of these steps in seeking apprentice referrals:

1. Contact the appropriate apprenticeship program or dispatch center to request apprentices who are enrolled in the apprenticeship program; and
2. Request female or minority apprentices from the union or open shop apprenticeship program if such an action will help meet Equal Employment Opportunity (EEO) certification requirements or remedy historical underutilization in the Contractor's workforce; and
3. Keep a written record of the request for apprentices, including name of contact person at apprenticeship program, phone, fax, date, time, job location, start date, etc.; and
4. Make reasonable and necessary efforts to recruit apprentice applicants from community organizations/recruitment resources, and seek to enroll them into an apprenticeship program, if the apprenticeship program is unable to supply an apprentice (or if no women or minorities are available to meet EEO needs), and if the program is open for applications or allows direct entry from community resources.

NOTE: Contractors may contact the Workforce Program for assistance regarding the apprentice referral process, or may utilize Exhibit 3, Request For Apprentice form, to document their efforts. A list of community organizations/recruitment resources is also available. Instructions are on the last page of this section of the specifications.

G. Utilize Unions and Community Organizations When Recruiting For Any Positions on this Project

When hiring, requesting, recruiting, or replacing workers for this project, the Contractor that does not have an "A" level EEO certification shall:

1. Make reasonable and necessary efforts to employ a diverse workforce, especially to correct any potential EEO certification problems. Such actions should include requests for minority and female applicants. Contractors are notified that direct hiring of employees (such as "walk-ons") without providing notification of that job opportunity, in accordance with paragraph G.2. below, may not constitute a reasonable effort.
2. Document its employment efforts. Documentation should be sufficient to establish the Contractor's efforts, and should include:
 - a) Requests to union halls for signatory contractors;
 - b) Requests to union or open shop apprenticeship programs;
 - c) Requests to community resources who assist contractors with recruitment and referral of workers.

Documentation will be requested by the Owner from Contractors that are not "A" level EEO certified if it appears that the Contractor has not made reasonable and necessary efforts to acquire a diverse workforce. When requested, the Contractor shall provide that documentation to the Workforce Program within 7 calendar days.

IV. **CONSEQUENCES OF NONCOMPLIANCE WITH WORKFORCE REQUIREMENTS**

The Owner's commitment to this program is reflected, in part, by the cost of administering the program. Failure to meet the requirements of this section of the specifications negates such funding and impairs the Owner's efforts to promote workforce diversity and to provide fair and equal opportunities to the public as a whole as a result of the expenditure of public funds. Therefore, the parties mutually agree that failure to meet the requirements of this section of the specifications, including but not limited to the submission of required documentation, constitutes a material breach of contract.

In the event of a breach of this section of the contract, the Owner may take any or all of the following actions:

A. Withholding Progress Payments

The Owner may withhold all or part of any progress payment or payments until the Contractor has remedied the breach of contract. In the event that progress payments are withheld, the contractor shall not be entitled to interest on said payments.

If a subcontractor(s) is responsible for noncompliance with the Workforce Program requirements, the Owner may choose to withhold only their portion of the progress payment.

B. Retain sums as damages for failure to comply with Workforce Specifications

The parties mutually agree that it would be difficult, if not impossible, to assess the actual damage incurred by the Owner for the Contractor's failure to comply with the Workforce Specifications. The parties further agree that it is difficult, if not impossible, to determine the cost to the Owner when workforce opportunities are not provided.

Therefore, if the Contractor fails to comply with the workforce provisions of this contract, the Contractor agrees to pay the sum of \$250 per day for each day of missed apprenticeship hours or until the breach of contract is remedied. Damages may be assessed for failure to meet the 20% apprenticeship training requirements by the prime and each required subcontractor in each trade employed. Damages will be calculated based on the training hours not provided to the Owner at a rate of \$250 per day. For example, if the Contractor was required to provide 200 hours of carpenter training (20% of 1,000 total carpenter hours), and the Contractor only provided 150 training hours, then the difference (50 hours) is divided by 8 (one day of work) to determine number of days of undelivered training. ($50/8 = 6.25 \times \$250 = \$1,562.5$).

Damages may also be assessed for failure to fulfill the inclusive hiring process described in sections IIIF and IIIG.

These damages are independent of any liquidated damages that may be assessed due to any delay in the project caused by the Contractor's failure to comply with the Workforce provisions of the contract.

C. Retain sums as liquidated damages for delay

The Contractor agrees that any delay to the specified contract time as a result of the Contractor's failure to comply with the requirements of this section shall subject the Contractor to the amount of liquidated damages specified elsewhere in the contract.

D. Notification of Possible Debarment

By executing this contract, the contractor agrees that it has been notified that failure to comply with the requirements of this portion of the contract may lead to the Contractor's disqualification from bidding on and receiving other Owner contracts.

E. Other Remedies

The remedies that are noted above do not limit any other remedies available to the Owner in the event that the Contractor fails to meet the requirements of the Workforce Specifications.

V. **REVIEW OF RECORDS**

In the event that the Owner reasonably believes that a violation of the requirements of this section has occurred, the Owner is entitled to review the books and records of the Contractor and any subcontractors employed on the project to whom the requirements of this section are applicable to determine whether such a violation has or has not occurred.

In the event that the Contractor or any subcontractor fails to provide the books and records for inspection and copying when requested, such failure shall constitute a material breach of this contract and permit the imposition of any of the remedies noted in Section IV above, including the withholding of all or part of any progress payment.

ATTACHMENTS:

Exhibit 1: Recommended Recruitment & Retention Practices

Exhibit 2: Projected Hiring Needs

Exhibit 3: Request For Apprentice form

Exhibit 4: Monthly Employment/Training Report

Exhibit 5: Apprenticeship Ratio Data

Community Organizations/Recruitment Resources

A list of community resources that assist with construction recruitment is available upon request by calling the Workforce Program at (503) 823-6888.

The list is also available by calling the City of Portland Purchasing Buyline at (503) 823-6855. Then choose Fax On Demand and order document 20307. This service is available 24 hours daily.

Questions Regarding Apprenticeship:

Bureau of Labor & Industries

Apprenticeship & Training Division

800 N.E. Oregon St. # 32

Portland, OR 97232

(971) 673-0761

Questions Regarding City/County

Workforce Training and Hiring Program

City of Portland/Bureau of Purchases

1120 S.W. Fifth Ave., Room 750

Portland, OR 97204

(503) 823-6888 or (503) 823-6855

Fax: (503) 823-5539.

**RECOMMENDED GOOD FAITH RECRUITMENT &
RETENTION PRACTICES**

A. Recruitment Efforts

Good faith recruitment efforts are those intense, aggressive, sincere, and result-oriented actions taken by the Contractor designed to accomplish the objectives of the City Workforce Training & Hiring, and Equal Employment Opportunity Programs. These efforts may assist the Contractor in achieving an "A" level EEO certification. Good faith recruitment efforts include, but are not limited to:

1. Work aggressively with Contractor's Joint Apprenticeship Training Committee (JATC) to recruit minorities, women and disadvantaged individuals. Provide evidence of these efforts.
2. Assist the JATC by conducting a workshop with minority and women employees to enlist their assistance as recruiters and request their ideas on how to increase employment of underutilized groups.
3. Support the efforts of the Contractor's JATC by giving all apprentices referred to the Contractor a fair chance to perform successfully, allowing for possible lack of previous experience. Recognize that the Contractor is responsible for providing on-the-job training, and that all apprentices should not be expected to have previous experience.
4. Participate in job fairs, school-to-work, and community events to recruit minorities, women, and disadvantaged individuals into the construction trades.
5. Allow scheduled job site visits by participants in community programs, as safety allows, to increase awareness of job and training opportunities in the construction trades.
6. Keep applications of those not selected for an opening. Contact when opening occurs.

B. Retention Efforts

The Contractor shall endeavor to retain minorities, women, and disadvantaged individuals by implementing steps such as the following:

1. Maintain a harassment-free work place.
2. Ensure that employees are knowledgeable about the company's policies if they need to report a harassment problem.
3. Make reasonable attempts to keep apprentices working and train them in all work processes described in the apprenticeship standards.
4. Review and disseminate, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions.
5. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
6. Take steps to reduce feelings of isolation among minorities and women to curb hostile attitudes and behavior (e.g., have several minorities and women at the job site, provide access to support group system).
7. Provide adequate toilet facilities for women on the job site.
8. Match minority, female, or disadvantaged apprentices who may need support to complete their apprenticeship programs with a journey-level mentor.

EXHIBIT 2**PROJECTED HIRING NEEDS**

This form must be completed thoroughly by the prime and each subcontractor with a subcontract of \$100,000 or more.

Please state how you plan to perform the work on this project, indicating the number of journey workers and apprentices by trade. This workforce plan must demonstrate how your company will fulfill all Workforce Program requirements, including utilization of apprentices. **Complete all columns, with project-specific information.**

BID# _____ PROJECT NAME: _____
Federal ID # _____ ☐ Prime Contractor ☐ Subcontractor

Trade	Total # of Journey Workers	# of Apprentices	# of New Positions (indicate Journey or Apprentices)	Anticipated Start Date	Estimated Total Hours (all workers in each trade)

Please list the apprentices who will work on this project. If you need more space, attach an additional sheet of paper. The Workforce Program compliance staff must approve all apprentices on the project.

Name of Apprentice	Trade	Race	Gender	Date of Hire	Staff use only (Initial, Approved, Notified, Docs)

If no current apprentices, indicate when and how they will be hired.

Person in your company who does hiring: _____

COMPANY: _____ CCB# _____ PHONE: _____ FAX: _____

Are you a registered Training Agent? ☐ Yes ☐ No Are you a ☐ Union ☐ Open Shop contractor?

With which JATCs are you registered to train apprentices? _____

Apprentice committee or union contact person who dispatches apprentices to your company:

Name: _____ Phone: _____ Fax: _____

Name: _____ Phone: _____ Fax: _____

PREPARED BY: _____ / _____ DATE: _____
(sign and print)

Prime contractor must complete and submit to Owner within 15 calendar days after bid opening or prior to award of contract, whichever occurs first.

Subcontractors with contracts of \$100,000 or more must submit prior to beginning work on the project or within five (5) days of signing subcontract, whichever occurs first, to Prime Contractor. **Prime Contractor must submit to:**
Workforce Program, Bureau of Purchases, 1120 S.W. Fifth Avenue #750, Portland, OR 97204

Phone (503) 823-6888 or FAX (503) 823-5539

EXHIBIT 3**Request For Apprentice**

The contractor may use this form to document efforts when recruiting apprentices.

FAX To: _____ / _____
(Apprenticeship Committee) (Contact/ Dispatcher)

Fax Number : _____ Number of Pages _____

Request From:

Company Name _____ / _____
(Registered Training Agent) (Contact Person)

Phone _____ Fax _____

Date: _____ Time: _____

Apprentice Request:

As a registered Training Agent, I am using this form to request referral of an apprentice for employment with my company in cooperation with the City/County/PDC Workforce Training & Hiring Program. I would like to continue to diversify my workforce. Therefore, please refer ethnic minorities and women for my consideration. If I am unable to receive a referral from my apprenticeship program within a reasonable time, and my apprenticeship program is open for applications or allows direct entry, I may use this form to request a referral to the apprenticeship program from community recruitment resources.

Apprentice referral is needed by this date: _____ Work Starts: _____

Job Site Location: _____ Expected Length of Employment: _____

Project _____ Owner (City of Portland) _____

Number of Apprentices: _____ Trade/Occupation: _____

Number of Apprentices: _____ Trade/Occupation: _____

Minimum qualifications (if different from apprenticeship standards): _____

Safety needs: ___ Hard hat ___ Gloves ___ Hard-toed boots ___ Other? _____

Please fax this Request For Apprentice form to your apprenticeship committee.

To document your good faith efforts, copies may also be sent to:

City Workforce Training & Hiring

1120 SW 5th Ave. Rm 750

Portland, OR 97204

Phone: (503) 823-6888

FAX: (503) 823-5539

For Apprenticeship Program Only

Please check the appropriate box and fax to City Workforce Program:

☐ I was able to dispatch an apprentice to the project listed above.

Name of Apprentice: _____ Race _____ Gender _____

☐ I was unable to dispatch an apprentice to the project listed above because _____

Fax this form with dispatch information to (503) 823-5539. Thank you.

CCB#

Bid #:

Either on the form below or on a contractor-provided form approved by the City Workforce Training & Hiring Program, complete all categories for each employee working on the project during the reporting period.

Fax:

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EXHIBIT 5**APPRENTICESHIP RATIO DATA***

The following data may be used to determine the ratio of apprentices on a jobsite in proportion to journey-level workers on the jobsite. The ratios that apply are those listed in the standards of the apprenticeship committee to which the Training Agent (Contractor) is a member. If the applicable trade is not listed, contact the Bureau of Labor and Industries at (503) 731-4072 or your apprenticeship committee.

*Ratios may change pursuant to actions taken by the Oregon State Apprenticeship & Training Council/BOLI. For the purposes of this contract, the ratios approved by BOLI on the date the bid is advertised shall prevail.

<u>TRADE</u>	<u>APPRENTICE TO JOURNEY RATIO*</u>		
	<u>1st Apprentice</u>	<u>2nd Apprentice</u>	<u>Max</u>
Asbestos/Insulation Workers	1/1	1/4	
Brick/Marble/Terrazzo/Tile Finisher	1/1	1/3	
Bricklayer/Masonry	1/1	1/5	
Carpenter (Portland)	1/1	1/1 (1/5 union)	Additional apprentices authorized a 1/5 (union). Open shop and City of Portland industrial 1/1 for first three apprentices; 1/5 after.
Carpet Installers/Floorlayers	1/1	1/3	
Cement Masons	1/2	1/3	
Drywall Applicator (Ext/Int Specialists)	1/3	1/5	
Drywall Finisher (Taper)	1/1	1/3	
Electricians			
Inside	1/1	1/3 union (1/2 open shop)	
Outside	1/6	1/6	
Limited Energy/Limited Residential	1/1	1/1 union (1/2 open shop)	
Construction Lineman	1/1	1/1	
Limited Maintenance	1/1	1/2	
Stationary Engineer	1/1	1/3	
Elevator Contractor	1/1	1/1	1/1 for first two apprentices; 1/2 after
Environmental Control System (HVAC)	1/1	1/1	
Glass Installer (Glazier)	1/1	1/3	
Hod Carrier/Mason Tender	1/1	1/5 union (1/3 open shop)	
Iron Worker	1/1	1/6	
Laborer (Construction)	1/1	1/5 union (1/3 open shop)	
Landscape Laborer/Technician	1/1	1/5 union (1/3 open shop)	
Maintenance Mechanic	1/1	1/3	
Millwright	1/5 (1/3 open shop)	1/5 union (1/3 open shop)	
Operating Engineer (Heavy)	1/1-4	2/5-9	3/10-19 4/20-24 5/25-29 30 or more 1/for each 5 additional operators
Painting & Sandblasting	1/1	1/3	
Painting (Traffic Control)	1/1	1/4	
Pile Drivers	1/3	1/5	
Pipe Fitters/Steam Fitters	1/1	1/3	1/1 for first two apprentices

Plasterers	1/1	1/3	
Plumber	1/1	1/1	1/1 for first two apprentices, 1/3 after
Roofer	1/1	1/1	
Scaffold Erector	1/1	1/1	1/1 for first five apprentices, 1/5 after
Sheet Metal Worker	1/1	1/1	1/1 for first two apprentices, 1/3 after
Sheet metal Worker (Residential)	1/1	1/1	
Sign Maker/Erector	1/1	1/1	
Sprinkler Fitter	1/1	1/1	
Structural Fabricator	1/1	1/3	
Terrazzo Worker	1/1	1/3	
Tile/Marble Setter	1/1	1/3	



PROCESS REQUIREMENTS

1. PURPOSE OF THE PROGRAM

The Portland Development Commission (the “Commission”) has a compelling interest to ensure that our contracts provide employment opportunities for minority, women, and emerging small businesses in order to promote economic growth, to increase capacity and to expand competition in the market. **Therefore, if you have not achieved the 20% M/W/ESB (Minority-Owned Business, Women-Owned Business and Emerging Small Business) Utilization goal, the prime contractor is required to submit proof showing that good faith has been made to contract with M/W/ESB Subcontractors. The 20% utilization is based on the total bid (including all Additive Alternatives).**

2. EFFORTS REQUIRED REGARDING M/W/ESBs

Prime Contractors are required to make good faith efforts to contract with M/W/ESB firms for each division of work to be performed by a subcontractor.

Prime Contractors are not required to contact M/W/ESB firms for any division of work that will be performed by the prime contractors own forces.

These requirements are contractual obligations and are included as part of the contract requirements. Failure to comply may result in a finding of breach of contract, disqualification of the contractor to bid on future contracts, or a claim for damages.

Who to contact

For *each* division of work identified to be performed by a subcontractor, the Prime Contractor must contact:

Every M/W/ESB firm that attended the pre-bid meeting (If one was held) which specializes in a division of work that will be subcontracted, and

In addition to the above, a minimum of three (3) M/WESB firms from the Office of Minority, Women and Emerging Small Business Certification list must be contacted in each division of work identified for subcontracting. If there are less than 3 firms for a particular division of work, *all* of the contractors in that division must be contacted.

How to contact

First Contact: Prime Contractors shall contact M/W/ESB Subcontractors by letter, fax or E-mail to advise them of potential subcontracting opportunities. Contact should be made at least seven (7) working days before bid opening.

Follow-up: Prime Contractors shall follow up with telephone calls to each M/W/ESB firm contacted to determine if a sub-bid will be submitted or if further information is required. A firm need not be contacted if that firm responds to the first contact with a statement that the firm is not interested in submitting a sub-bid on this project.

Information that must be provided

Prime Contractors must provide project information, including dates and times that sub-bids are due, to M/W/ESB firms. Sufficient bid preparation time must be given to Subcontractors to allow for equal sub-bid opportunities.

3. SUBSTITUTION OR ADDITION OF SUBCONTRACTORS

First tier subcontracting changes are only allowed per ORS 279C.585 or otherwise set forth in the Commission contract documents. The Prime Contractor will not be permitted to substitute a new subcontractor for an M/W/ESB subcontractor without the written consent of the PDC Contract Compliance Coordinator.

If any 1st tier subcontractor is added or replaced after the contract is signed with the Commission, the Prime Contractor shall make good faith efforts to contract with an M/W/ESB for the work to be performed by that subcontractor. Documentation of these efforts is required, and must be submitted to the Commission upon request. If the Prime Contractor finds cause to replace an MBE or WBE subcontractor, the Commission strongly encourages substitution with either an MBE or WBE. The Prime Contractor shall report substitutions to the Commission for the purposes of tracking and reporting overall M/W/ESB utilization and to ensure compliance with ORS 279C.585.

4. DOCUMENTATION OF GOOD FAITH EFFORTS

The following documents shall be submitted by hand delivery in a sealed envelope clearly marked with bid number and project title to PDC Reception Desk, 222 NW 5th Ave. Portland, OR no later than two (2) working hours after the bid due date and time or included with the bid:

Good Faith Effort Program (FORM 1) Disclose all first tier Subcontractors and first tier material suppliers to be used on this contract regardless of the dollar amount. If there will be no subcontracting or material suppliers on the project, submit the form stating "None." Suppliers will be calculated as part of the 20% M/W/ESB utilization. M/W/ESB 2nd tier Subcontractors and 2nd tier suppliers may be considered as part of the good faith effort requirements if 20% goal is not attained. M/W/ESB 2nd tier Subcontractors and 2nd tier suppliers should be listed on Form 1 with a clear indication of which first tier subcontractor they are working for on this project.

NOTE: Failure to submit this form within two (2) working hours after the bid due date and time will result in rejection of the bid.

If unable to meet the 20% M/W/ESB requirement, the following forms are due 24 hours after bid opening:

Log of contacts with 1st tier M/W/ESB firms (FORM 2) Submit a completed log of contacts with M/W/ESB firms on FORM 2 (or equivalent).

Copy of letter or fax sent to M/W/ESB firms. Submit one copy of the letter or fax sent to M/W/ESB firms to solicit sub-bids for this project. If more than one form of letter or fax was sent, submit a copy of each form sent.

List of 1st tier M/W/ESB Bids (FORM 3): Submit FORM 3 (or equivalent) providing the requested information.

NOTE: Failure to submit these forms, if required, within 24 hours after the bid due date and time will result in rejection of the bid.

5. DOCUMENTS TO BE SUBMITTED MONTHLY DURING THE PROJECT:

Monthly Subcontractor Payment and Utilization Report (FORM 4): The selected Contractor shall list the contract amounts and payment amounts on Form 4 to all Subcontractors (including MBE/WBE/ESB Subcontractors) previously listed on Form 1.

Report Submission: Monthly reports are due no later than the 5th working day of the month for work performed the prior month. Contractor, as part of the final application for payment, shall submit a Final Report documenting all subcontracting. Failure to submit timely Subcontractor Payment and Utilization Reports may result in a delay in processing applications for payment and release of retainage.

6. OPTIONAL GOOD FAITH EFFORTS

- a. Advertisements in M/W/ESB newspapers.
- b. Alternative methods of participation in Minority, Women or Emerging small businesses through arrangements such as joint ventures, negotiated subcontract agreements and competitive bids.
- c. M/W/ESB 2nd tier Subcontractors and 2nd tier suppliers may be considered as part of the good faith effort requirements if 20% goal is not attained. M/W/ESB 2nd tier Subcontractors and 2nd tier suppliers should be listed on Form 1 and Form 4 (monthly report) with a clear indication of which first tier subcontractor they are working for on this project.

GOOD FAITH EFFORT PROGRAM (FORM 1)

Prime Contractor Name _____ Total Contract Amount \$ _____

Project Name _____ Date _____

We have elected to subcontract work in the following areas to the following first tier Subcontractors. List ALL first tier Subcontractors and suppliers (including M/W/ESBs), their telephone numbers, the type of work to be done and the dollar amount of the subcontract.

First Tier Subcontractors & First Tier Suppliers (Please Print)	Scope of Work	Dollar Amount Of Subcontract	Certified Firms M/W/ESB Yes/No		
			MBE	WBE	ESB
Name Address City/St/Zip Phone# CCB#					
			Cert#		
Name Address City/St/Zip Phone# CCB#					
			Cert#		
Name Address City/St/Zip Phone# CCB#					
			Cert#		
Name Address City/St/Zip Phone# CCB#					
			Cert#		
Name Address City/St/Zip Phone# CCB#					
			Cert#		

Minority, Women and Emerging Small Business Utilization

Total Amount of M/W/ESB subcontract dollars \$ _____
 Total bid \$ _____
 M/W/ESB as a percent of the total bid _____
 (goal = 20%)

M/W/ESB 2nd tier Subcontractors and 2nd tier Suppliers may be considered as part of the good faith effort requirements if 20% goal is not attained. M/W/ESB 2nd tier Subcontractors and 2nd tier suppliers should be listed on Form 1 with a clear indication of which first tier subcontractor they are working for on this project.

GOOD FAITH EFFORT PROGRAM (FORM 1)

(Additional Page to Be Used as Needed)

First Tier Subcontractors & First Tier Suppliers (Please Print)	Scope of Work	Dollar Amount Of Subcontract	Certified M/W/ESB Yes/No		
			MBE	WBE	ESB
Name Address City/St/Zip Phone# CCB#					
			Cert#		
Name Address City/St/Zip Phone# CCB#					
			Cert#		
Name Address City/St/Zip Phone# CCB#					
			Cert#		
Name Address City/St/Zip Phone# CCB#					
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Name Address City/St/Zip Phone# CCB#					
			Cert#		
Name Address City/St/Zip Phone# CCB#					
			Cert#		

To verify M/W/ESB certification or to receive information on obtaining names of certified firms contact:

Office of Minority, Women, and Emerging Small Businesses
 State of Oregon, Executive Department
 (Information is also on the OMWESB web site)
www.cbs.state.or.us/omwesb/
 Portland Field Office (503) 887-4349
 Salem Office (503) 947-7922

John Classen, Contracts Compliance Coordinator
 Portland Development Commission
 222 NW 5th Ave., Portland, OR 97209
 (503) 823-3667 Fax# 503 823-3368
 E-mail: klassenj@pdc.us

Prime Contractor Name _____ **Project Name** _____

Prime Contractors should record their contacts with potential M/W/ESB Subcontractors through use of this log or equivalent. Additional forms may be copied if needed.

[illegible]

Instructions: Submit to: John Classen, Contracts Compliance Coordinator, Portland Development Commission, 222 NW 5th Ave. Portland, OR 97209
(503) 823-3667 Fax# 503 823-3368, E-mail: classenj@pdc.us

**LIST OF M/W/ESB BIDS RECEIVED/ REJECTED
(FORM 3)**

Please list below all bids received from M/W/ESB firms that were rejected and provide requested information.

Project _____

[illegible]

Instructions: Submit to: John Classen, Contracts Compliance Coordinator, Portland Development Commission, 222 NW 5th Ave.
Portland, OR 97209 (503) 823-3667 Fax 503 823-3368, E-mail: classenj@pdc.us

MONTHLY SUBCONTRACTOR PAYMENT AND UTILIZATION REPORT (FORM 4)

Project Name _____ Prime Contractor _____

Prime Contract Amount \$ _____ Report Dates (Project Beginning & Ending) _____

List All First Tier Subcontractors & First Tier Suppliers*	Original Subcontract \$Amount	Amended Subcontract \$Amount	Payment Made this Month	Retainage this Month	Payments Made to Date	Retainage to Date

IT IS HEREBY CERTIFIED THAT THE ABOVE LISTED FIRMS HAVE BEEN UTILIZED BY OUR COMPANY IN THE AMOUNTS REPRESENTED ABOVE AND THAT THE INFORMATION CONTAINED HEREIN IS COMPLETE AND ACCURATE.

Authorized Signature of Contractor Representative _____ Date _____

Completed form may be faxed to: Cathleen Massier (503) 823-6865

For additional information contact:

John Classen, , Portland Development Commission, 222 NW 5th Ave., Portland, OR 97209
(503) 823-3667 Fax# 503 823-3368 E-mail: classenj@pdc.us

*See instruction on next page for 2nd tier Subcontractors.

INSTRUCTIONS FOR COMPLETING THE MONTHLY SUBCONTRACTOR PAYMENT AND UTILIZATION REPORT

1. **PROJECT NAME:** Enter the name of the project as shown on the contract document.
2. **PRIME CONTRACTOR:** Indicate the name of the prime contractor.
3. **PRIME CONTRACT AMOUNT:** Indicate the total dollar amount of the prime contract.
4. **REPORT DATES:** Indicate the beginning and ending dates corresponding to the progress payment period or use calendar month.
Example: 1/1/95 thru 1/31/95. Reports should be sequential and not overlap.
5. **SUBCONTRACTOR NAME:** List the names of all Subcontractors having performed work on this project during the reporting period.
6. **ORIGINAL SUBCONTRACT AMOUNT:** Indicate the dollar amount for each subcontract at time of award.
7. **AMENDED SUBCONTRACT AMOUNT:** Indicate the cumulative dollar value of each subcontract with any changes.
8. **PAYMENTS MADE THIS REPORTING MONTH:** Enter payments made to the subcontractor for the reporting month excluding retainage.
9. **RETAINAGE FOR THIS MONTH:** Enter retainage withheld for reporting month.
10. **PAYMENTS MADE TO DATE:** Cumulative payments made to date including amounts for current report excluding any retainage.
11. **RETAINAGE TO DATE:** Cumulative retainage withheld to date including amount on current report.
12. **SECOND TIER SUBCONTRACTORS:** M/W/ESB 2nd tier Subcontractors and 2nd tier Suppliers may be considered as part of the good faith effort requirements if 20% goal is not attained. M/W/ESB 2nd tier Subcontractors and 2nd tier Suppliers should be listed on Form 1 and Form 4 (monthly report) with a clear indication of which first tier Subcontractor they are working for on this project.

The Monthly Subcontractor Payment and Utilization Reports are due no later than the 5th working day of the month for work performed for the prior month. Completed form may be faxed to: Cathleen Massier (503) 823-6865

For additional Information:

John Classen, Contracts Compliance Coordinator (503) 823-3667
Portland Development Commission Fax (503) 823-3368
E-mail: classenj@pdc.us

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The Portland Development Commission requires EEO certification of all vendors and contractors doing business in excess of \$2,500 with the City annually (July 1 through June 30), and of all construction project sub-contractors.

The Portland Development Commission's Equal Employment Opportunity (EEO) certification program is administered by the City of Portland Bureau of Purchases. In order to be EEO certified, your company must submit a form stating that it does not discriminate against any employee or applicant on the basis of race, religion, color, sex, marital status, national origin, age, mental or physical disability, sexual orientation, gender identity or source of income in violation of Portland City Code Chapter 23.01. Your company must also take steps to ensure equal opportunity in all aspects of employment. These aspects include, but are not limited to hiring, promotion, transfer, advertising, layoff, termination, rates of pay, training (including apprenticeship), and terms and conditions of employment.

We ask most of our vendors and contractors to renew their EEO certification every two years. Construction firms meeting the criteria for the Large Local certification--that is, firms located in the Portland metro and Vancouver area and employing more than 25 people--are asked to renew annually.

HOW TO BECOME CERTIFIED

You can register on-line. Just go to:

<http://cityofportland.ebidsystems.com>, click on "Vendor EEO Registration," and follow the instructions on the screen.

Questions may be directed to 503.823.6855 or email Anne Hawley, ahawley@ci.portland.or.us.

CONSTRUCTION AGREEMENT (NO. xxxxxx) FOR

Sizzler Building Demolition
(Block 26)
834 NE Martin Luther King Jr., Blvd.
Portland, OR

THIS AGREEMENT, made this ____ day of _____, 20__, by and between _____, hereinafter called "Contractor", and the Portland Development Commission, duly designated the Urban Renewal Agency of the City of Portland, hereinafter called the "Commission". The Contractor and the Commission for the considerations stated herein mutually agree as follows:

ARTICLE 1. The Work - The Contractor shall furnish and pay for all supervision, contract administration, labor, materials, machinery, tools, equipment and services, including utility and transportation services, and other costs necessary to perform and complete all work required for Demolition of the former Sizzler Building (Block 26) at 834 NE Martin Luther King Jr. Blvd., as more specifically outlined in the contract documents. Work is to be performed in strict accordance with the Contract Documents as outlined below in Article 3.

ARTICLE 2. The Contract Price - The Commission will pay the Contractor for performance of the Contract, in current funds, subject to additions and deductions as provided for in the contract documents the sum of _____ (\$_____).

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

- a. This Agreement
- b. Addenda __ through __ to the bid documents
- c. The Advertisement for Bids and Instructions to Bidders
- d. The General Conditions
- e. Technical Specifications
- f. Drawings per Schedule of Drawings (See definitions) list included in item e above
- g. Signed copy of bid
- h. Workforce Training and Hiring Program
- i. PDC Construction Wage Policy Prevailing Wage Rates
- j. Performance and Payment Bonds
- k. Modifications to the Contract Documents issued after the execution of this Agreement.
- l. MWESB Recruitment Guidelines/Good Faith Effort Requirements

THIS AGREEMENT, together with the Contract 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.

ARTICLE 4. The Schedule (Date of Commencement, Substantial Completion and Liquidated Damages): Contractor shall commence work upon issuance of a notice to proceed by the Commission. Contractor shall achieve substantial completion _____ no later than _____ calendar days following the date of the Notice to Proceed. Final Completion shall be achieved _____ calendar days after the date of Substantial Completion. Notice to proceed shall be issued on the date indicated in the Instructions to Bidders as amended or upon receipt of Contractor's insurance, bonds, and executed agreement, whichever is later. Agreement shall be presented to Contractor for execution within 10 days of bid opening. Commission reserves the right, in its sole discretion, to delay the issuance of the notice to proceed, presentation to Contractor of agreement for signature and the completion date, on a day for day basis up to 45 days. The Contractor and its sureties shall be liable for and shall pay to the Commission the sum of _____ dollars per calendar day as fixed, agreed, and liquidated damages for each calendar day of delay until the Work is satisfactorily completed.

ARTICLE 5. WORKERS COMPENSATION. By signing this Agreement Contractor certifies it is exempt from providing workers compensation insurance coverage under ORS 656.027. _____ Yes _____ No Indicate one.

ARTICLE 6. NOTICES. Any notices required to be given under this Agreement shall be deemed conclusively given if transmitted to the other party at the following address or telecopy number or at such other address or telecopy number as may be given hereunder:

OWNER:

Portland Development Commission
Attn: Dave Obern
Construction Servs. & Environ. Manager
222 NW Fifth Avenue
Portland, OR 97209

CONTRACTOR:

Attn: _____

and a separate copy to:
Portland Development Commission
Attn: Nathan P. Mosley, CPPB
Construction Services Supervisor
222 NW Fifth Avenue
Portland, OR 97209

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in 2 original copies on the date and year first above written.

PORTLAND DEVELOPMENT COMMISSION

CONTRACTOR

By _____
Bruce A. Warner
Executive Director

By _____

Printed name _____

Title _____

Contractor _____

APPROVED AS TO FORM:

Address _____

Commission Legal Counsel

City _____

State/Zip _____

Printed name _____

City Business License Number _____

State CCB Registration Number _____

Certifications (**can not be the same as signer**):

I, _____, certify that I am the _____, of the Corporation

named as **CONTRACTOR** herein, that _____ who signed this

Agreement on behalf of the **CONTRACTOR** was then _____ of said corporation; that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Signature

Corporate Seal

PERFORMANCE BOND (Solicitation No. 09-58)

Bond Number: _____

Amount: _____

KNOW ALL PEOPLE BY THESE PRESENTS, that the undersigned,

_____ as Principal and
_____ as Surety, a corporation organized and existing under
the laws of the state of _____, are held and bound unto the Portland Development
Commission as Oblige, in the penal sum of

_____ Dollars (\$ _____), lawful
money of the United States of America, for the payment of which Principal and Surety bind
themselves and their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS Principal has entered into a Contract (Number _____) dated _____, 20____
with Oblige for a project known as _____, which
Contract is made a part hereof as if fully incorporated herein.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION are such that if Principal shall
faithfully, punctually and completely perform and abide with the covenants, terms, conditions and
provisions of said Contract and any extensions thereof in all respects and within the time prescribed
therein, including, but not limited to, the terms of any warranty and guarantee required under the said
Contract; shall pay all laborers, mechanics, subcontractors, material and equipment suppliers and all
persons supplying to Principal or its subcontractors and suppliers at any tier labor, materials, supplies
or equipment for the prosecution of the work or any part thereof; shall fully defend, indemnify and
hold Oblige harmless from all cost and damage that Oblige may suffer by reason of Principal's
failure to do so; and shall in all respects perform said Contract according to applicable law, then this
obligation shall be null and void; otherwise, it shall remain in full force and effect.

In any event, this obligation shall remain in full force and effect until the expiration of any and all
statutes of limitation or repose applicable to claims against Principal arising out of said Contract.

No prepayment or delay in payment and no change, extension, addition or alteration of any provision
of said Contract and no forbearance on the part of Oblige shall operate to relieve Surety from liability
on this bond, and Surety hereby consents to any such changes, extensions, additions and alterations
without further notice to or consent by Surety.

In the event arbitration, litigation or any other proceeding is brought upon this bond by Oblige and
judgment or award is entered in Oblige's favor, Surety shall pay all of Oblige's costs incurred in
such arbitration, litigation or other proceeding, including any attorney and expert witness fees and
costs incurred pre-trial/arbitration, during trial/arbitration, upon any appeal and/or petition for review,
and in any collection efforts and proceedings.

In the event there is an arbitration clause in said Contract, Surety agrees to participate in and to be bound by any such arbitration to the same extent Principal is bound.

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

Executed this ____ day of _____, 20__.

PRINCIPAL

Title

Address

SURETY

Title

Address

COUNTERSIGNED:

Resident Agent

Address

PAYMENT BOND (Solicitation No. 09-58)

Bond Number: _____

Amount: _____

KNOW ALL PEOPLE BY THESE PRESENTS, that the undersigned, _____ as Principal and _____ as Surety, a corporation organized and existing under the laws of the state of _____, are held and bound unto the Portland Development Commission as Oblige, for the use and benefit of all persons or entities that provide labor, materials, equipment or supplies for use under the Contract described below, in the penal sum of _____ Dollars (\$ _____), lawful money of the United States of America, for the payment of which Principal and Surety bind themselves and their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS the Principal has entered into a Contract (Number ____) dated _____, 20__ with Oblige for a project known as _____, which Contract is made a part hereof as if fully incorporated herein.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION are such that if Principal shall promptly make payment to all persons or entities that provide labor, material, equipment or supplies for use under said Contract and any extensions thereof, including but not limited to, any warranty period required under said Contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

In any event, this obligation shall remain in full force and effect until the expiration of any and all statutes of limitation or repose applicable to claims against Principal arising out of said Contract.

Principal and Surety hereby jointly and severally agree that any person or entity that provides labor, material, equipment or supplies for use under said Contract and that has not been paid in full within 120 days after the last date on which labor, material, equipment or supplies were supplied may sue on this bond for the use of such person or entity, prosecute the suit to final judgment for such sums as may be justly due and owing claimant, and have execution thereon. Oblige shall not be liable for the payment of any damages, costs or expenses (including attorney fees) awarded in any such suit.

No prepayment or delay in payment and no change, extension, addition or alteration of any provision of said Contract and no forbearance on the part of Oblige shall operate to relieve Surety from liability on this bond, and Surety hereby consents to any such changes, extensions, additions and alterations without further notice to or consent by Surety.

In the event arbitration, litigation or any other proceeding is brought upon this bond by Oblige and judgment or award is entered in Oblige's favor, Surety shall pay all of Oblige's costs incurred in such arbitration, litigation or other proceeding, including any attorney and expert witness fees and costs incurred pre-trial/arbitration, during trial/arbitration, upon any appeal and/or petition for review, and in any collection efforts and proceedings.

Except as expressly provided above, no right of action shall accrue on this bond to or for the use of any person or corporation other than Obligee or its heirs, executors, administrators or successors.

Executed this _____ day of _____, 20__.

PRINCIPAL

Title

Address

SURETY

Title

Address

COUNTERSIGNED:

Resident Agent

Address

Solicitation No. 09-58
Sizzler Building Demolition
(Block 26)

PDC CONSTRUCTION WAGE PREVAILING WAGE RATES

January 1, 2010 and amended April 1, 2010
rates for BOLI are applicable for this project.

GENERAL CONDITIONS

1. THE WORK

Contractor agrees to furnish and pay for all supervision, contract administration, services, labor, materials, equipment, tools, and other costs necessary to perform all requirements of the Contract Documents described in paragraph 2 below (the "Work") for the construction of Owner's project (the "Project"). All Work will be performed in strict accordance with the Contract Documents.

2. CONTRACT DOCUMENTS

2.1 Documents Included. The Contract Documents consist of the Agreement and those Documents listed in the Agreement.

2.2 Conflicts or Inconsistencies in Documents. In the event of conflicts or inconsistencies between, within, or among any of the Contract Documents, Contractor expressly understands and agrees that precedence shall be given to that term, provision, condition, or requirement that provides the greater benefit to Owner.

2.3 Subcontractor. As used in the Contract Documents, the term Subcontractor shall mean any subcontractor, supplier, materialman or equipment dealer at any tier ("Subcontractor").

2.4 Owner. As used in the Contract Documents, shall mean the Portland Development Commission.

2.5 Days: Unless stated otherwise shall mean calendar days.

2.6 Interpretation of Specifications: Reference in Specifications to an article, device or piece of equipment in the singular number shall apply to as many such articles as are shown on Drawings or required to complete installation. Mention in Specifications or indication on Drawings of articles, materials, operations, or methods requires the Contractor to provide and install such items including all necessary plant, labor and appurtenances.

2.6.1 Notes on the Drawings are considered Specifications equal in force to those in the printed text.

2.6.2 When several materials are specified or approved for one use, select for use any of those so specified. For specified materials and brands, no substitutions are permitted other than as approved before the bid opening in accordance with the Instructions to Bidders.

2.7 Copies. The Owner will furnish TEN (10) sets of Drawings and Specifications to Contractor after award of Contract. Additional Copies will be furnished upon request at their cost of reproduction.

3. OWNER'S REPRESENTATIVE

Owner's Representatives on this Project are listed below. Owner may designate different representatives by written notice to Contractor.

Dave Obern, Construction Manager
Portland Development Commission
222 NW Fifth Avenue
Portland, Oregon 97209
Tel (503) 823.3737
E-mail address: obernd@pdc.us

Dan Graves-Highsmith, Project Manager
Portland Development Commission
222 NW Fifth Avenue
Portland, OR 97209
Tel (503) 823.0319
e-mail address: graves-highsmithd@pdc.us

4. TAXES

Contractor shall pay and remit to the applicable governmental agencies sales and use taxes, if any, on labor, supplies, and materials included in the Work. When requested by the Contractor or a subcontractor, and to the extent applicable, the Owner will comply with such regulations as the Secretary of the Treasury or his delegate shall prescribe to obtain exemption from the application of federal excise tax.

5. PAYMENT

Owner shall pay Contractor the Contract Price in monthly progress payments based on Contractor's monthly applications for payment plus a final payment, as set out in this paragraph.

5.1 Progress Payments. All applications for payment will be submitted in duplicate, with required original signatures and certifications, on the Commission's Forms 103 and 103a or the standard AIA pay application forms as applicable. The amount of each progress payment shall be based upon the verified percentage of completion of each item provided in the schedule of values, less retainage withheld in the amount of five percent (5%). The schedule of values will be agreed upon by Owner and Contractor before the Work begins. No application for payment will be considered unless accompanied by the Schedule of Values showing the percentage of work completed to date. The percentages of completion claimed by Contractor in each application for payment will be subject to review and verification by the Architect and other agents of Owner. Architect and Owner may request reasonable supporting documentation regarding any application for payment by Contractor in order to further verify the amount claimed. A progress payment by Owner shall not be considered acceptance or approval of any Work or waiver of any defects therein. Contractor's applications for progress payments shall be submitted to Owner no later than the 1st day of each month, and Owner shall make payment to Contractor no later than the 1st day of the following month. The progress pay applications shall be accompanied by the Commission's claim waivers and releases forms available upon request and by other supporting documentation that Owner may reasonably require. Owner and Contractor agree that the claim waivers and releases to be submitted under this paragraph shall include claim waivers and releases executed by Contractor and by selected Subcontractors on the Project at the Owners request.

5.2 Withholding of Payment. In addition to the five percent (5%) retainage, Owner may withhold progress payments or final payment or any portion thereof on account of (1) defective or nonconforming Work not remedied, (2) claims filed or a reasonable basis to believe

that such claims will be filed, (3) failure of Contractor to make payments properly for labor, materials, equipment, or subcontracts, (4) damages caused to Owner or another party, (5) failure of Contractor to submit to Owner the claim waivers and releases, (6) failure to submit certified payroll, in increments, as required, or (7) significant failure to carry out the Work in accordance with this Agreement. Owner may withhold from a progress payment or final payment up to two hundred percent (200%) of the potential or actual costs associated with the above items.

5.3 Final Payment. Subject to paragraph 5.2 above, after Final Completion has been achieved in accordance with paragraph 6.2.2, Owner shall make final payment no later than forty-five (45) days after receipt of Contractor's application for final payment, together with such waivers and releases, warranties, record drawings, and other documentation as Owner reasonably shall require. Owner and Contractor agree that the waivers and releases to be submitted under this paragraph shall include claim waivers and releases executed by Contractor and by those Subcontractors which Owner has a reasonable basis to believe have not been or will not be paid as required.

5.3.1 Waiver of Claims by Owner. The making of final payment shall constitute a waiver of claims by Owner except (1) those claims expressly reserved by Owner at the time of final payment; (2) those arising from claims, bond claims, security interests or encumbrances arising out of the Contract and unsettled; (3) failure of the Work to comply with the requirements of the Contract Documents or industry standards; (4) terms of special warranties required by the Contract Documents; and (5) claims for unknown or latent defects or deficiencies in the Work or for unknown damages or expenses caused by the Work.

5.4 Savings and Discounts Accrue to Owner. Cash discounts obtained on payments made by Contractor shall accrue to Owner if, before making the payment, Contractor included them in an application for payment and received payment for them from Owner. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they can be secured. Amounts which accrue to Owner in accordance with this provision shall be credited to Owner as a deduction from the Contract Price.

5.5 Prompt Payment by Contractor. Contractor shall promptly pay all of its obligations arising out of or in connection with the Work, including, but not limited to, payments (1) to all persons, as due, supplying to Contractor labor, equipment, services or material for the prosecution of the Work, (2) of all contributions or amounts due the Industrial Accident Fund from Contractor or any subcontractor incurred in the performance of the Work, and (3) to the Department of Revenue of all sums withheld from employees pursuant to ORS 316.167.

5.6 Contractor's Failure to Make Prompt Payment. If, upon reasonable concern by Owner that Contractor has failed, neglected or refused to make prompt payment of any claim for labor, equipment, services or materials furnished to Contractor or a subcontractor by any person in connection with the Project as such claim becomes due, Owner may pay such claim to the person furnishing the labor, equipment, services or materials and charge the amount of the payment against funds due or to become due Contractor under the Contract. Owner reserves the right to make payments directly or by multiple-payee check and Contractor hereby consents to such direct and multiple-payee check payments. Upon Owner's request, Contractor shall furnish to Owner the information required to facilitate such payments with each application for payment, including

(1) names, addresses, and telephone numbers of persons making any such claim for labor, equipment, services or material, and (2) a complete listing of outstanding amounts owed to all such persons.

5.7 Contractor's and First-Tier Subcontractor's Failure to Make Payment After Payment from Owner; Interest Penalty. If Contractor or a first-tier subcontractor fails, neglects or refuses to make payment to a person furnishing labor, equipment, services or materials in connection the Project within thirty (30) days after receipt of payment from Owner or Contractor, Contractor or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580(3) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest shall be calculated as described in ORS 279C.515(2).

5.8 Continuing Liability of Contractor and Surety. Payment by Owner of a claim in the manner authorized in paragraphs 5.6 and 5.7 shall not relieve Contractor or Contractor's surety from obligation with respect to any unpaid claims.

5.9 Owner's Right to Audit. Owner shall have the right to conduct an independent audit of Contractor's records, books and all other cost documentation at any time during or after the Project. Contractor shall allow reasonable access to Contractor's offices and other sites where the documentation is kept, and Contractor shall cooperate fully in the audit. Contractor understands and agrees that the audit may require more than one visit to Contractor's offices or other sites. Owner and its audit representatives will endeavor to minimize interference to Contractor's operations while the audit is being conducted.

6. CONTRACT TIMES

Time is of the essence in this Contract.

6.1 Commencement of the Work. Contractor will commence the Work after Notice to Proceed but no later than the date shown on the agreement.

6.2 Substantial and Final Completion.

6.2.1 Substantial Completion. Substantial Completion, as used herein, will occur when Owner's Architect and/or other appropriate representative(s) have certified to Owner that the Work has been substantially completed in accordance with the Contract Documents, and the Work has been accepted by Owner ("Substantial Completion"). The certification of Substantial Completion shall not amount to a waiver of any claims by Owner. A Certificate of Substantial Completion establishing the date of Substantial completion; the responsibilities of the Owner and Contractor for insurance, maintenance, utilities; and the timelines for completion of the punch list items will be prepared by the Architect and signed by the Owner and Contractor. The punch list will be developed by the Architect in conjunction with the Owner and Contractor.

6.2.2 Final Completion. Final Completion, as used herein, will occur when Owner's Architect and/or other appropriate representative(s) have certified to Owner that the Work has been finally completed in accordance with the Contract Documents, and the Work has been accepted by Owner ("Final Completion"). The certification of Final Completion and the subsequent making of Final Payment will amount to a waiver of claims by Owner as provided in paragraph 5.3.1 above. Contractor will provide written notice to Architect that the Work is ready for final inspection.

6.2.3 Dates of Substantial and Final Completion. Contractor shall achieve Substantial Completion of the entire Work not later than the date shown on the agreement, subject to adjustments of the Contract Time as provided in the Contract Documents. Contractor shall achieve Final Completion of the entire Work not later than the date shown on the agreement, subject to adjustments of this Contract Time as provided in the Contract Documents.

6.3 Construction Schedule. Prior to commencing the Work, Contractor shall create a CPM construction schedule (or a schedule in another format acceptable to Owner) for the Work and submit the same for approval by Owner. Contractor shall continue to perform the Work steadily and diligently until Final Completion in accordance with the construction schedule mutually agreed upon by Contractor and Owner. Updated and as-built schedules will be produced and provided to Owner upon reasonable intervals designated by Owner, but at a minimum of monthly.

6.4 Delay Damages

6.4.1 Liquidated Damages. In lieu of actual delay damages, Owner and Contractor agree that if Substantial Completion is not achieved by the applicable Substantial Completion Date, the amount of Owner's actual damages will be difficult, impractical or impossible to determine. Accordingly, Owner and Contractor agree that in the event Contractor fails to achieve Substantial Completion by the applicable Substantial Completion Date, Contractor shall pay to Owner as liquidated damages to compensate Owner for damages related to the delayed completion of the Project Five Hundred dollars per day (\$500/day) for every day Contractor fails to meet the Substantial Completion Date referenced in paragraph 6.2.3.

6.4.2 Payment of Liquidated Damages Not a Penalty. Owner and Contractor agree that the payment of liquidated damages pursuant to paragraph 6.4.1 shall be in lieu of actual delay damages, that such payment is not intended as a penalty or forfeiture, and that the amounts of such liquidated damages to be paid are reasonable in comparison to the approximate scope of actual delay damages that the parties anticipated as of the time of execution of this Agreement. Owner and Contractor further agree that the liquidated damages amount compensates Owner for delay damages only, and not for any other damages which Owner may incur; Owner fully reserves all claims and rights relating to any other such damages.

7. CHANGES AND EQUITABLE ADJUSTMENTS

Owner reserves the right to order changes and/or request extra or different work from Contractor within the general scope of the Work ("Construction Change Directive"). All changes for which Contractor wishes to receive additional compensation or additional time must be approved in advance in writing and signed by Owner and Contractor with the associated extension in time and/or increase in Contract Price (including, without limitation, all delay and impact costs) agreed to before any additional work commences ("Change Order"). Claims for additional time and/or additional compensation for changes not reduced to writing and signed in accordance with this paragraph will not be considered by Owner and are hereby expressly waived by Contractor; provided, however, that if Owner and Contractor cannot agree on additional compensation and/or additional time, then Owner may order the work to be performed in writing on a force account basis and Contractor will perform the Work.

7.1 Method of Price Adjustment. Adjustments in the Contract Price for changes shall be based on one of the following methods:

7.1.1 Lump Sum. Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

7.1.2 Unit Prices. Unit prices stated in the Contract Documents or subsequently agreed upon;

7.1.3 Cost Plus Fee. Direct costs incurred by Contractor plus a percentage fee for profit and overhead as follows:

7.1.3.1 As applied to the net change in the total direct cost incurred by Contractor, the phrase shall mean ten percent (10 %);

7.1.3.2 As applied to Subcontractors, the phrase shall mean the following:

7.1.3.2.1 For a change in a portion of the Work performed *directly* by a particular Subcontractor, the phrase shall mean not more than ten percent (10 %) as applied to the net change in the cost incurred directly by that Subcontractor; and

7.1.3.2.2 For a change in a portion of the Work performed *indirectly* by a particular Subcontractor (i.e. performed *directly* by one or more Subsubcontractors of that Subcontractor), the phrase shall mean not more than ten percent (10 %) as applied to the net change in the cost incurred indirectly by that Subcontractor.

7.1.4 Limitation on Aggregate Markup. Contractor agrees that the total aggregate markup (including all Contractor fees and Subcontractor fees from all tiers) for any changed work shall not exceed the maximum of thirty-three percent (33 %) on the direct cost of the work of the Subcontractor(s) who actually performed the work.

7.2 Determination of Price by Owner. Upon receipt of a Construction Change Directive, Contractor shall promptly advise the Architect and Owner in writing of Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Times. If Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, and Owner makes a written request for the work to proceed anyway, the method and the adjustment shall be determined by Owner on a force account basis by considering reasonable expenditures and savings of those performing the work attributable to the change, including a percentage fee for profit and overhead. In such case, Contractor shall keep and present (and at all times allow Owner to audit as provided in paragraph 5.9 above) an itemized accounting of costs together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this paragraph shall be limited to the following:

7.2.1 costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' or workmen's compensation insurance;

7.2.2 costs of materials and supplies, including cost of transportation, whether incorporated or consumed, utilizing existing unit prices when applicable;

7.2.3 rental costs of machinery and equipment, exclusive of hand tools, whether rented from Contractor or others; rates for rental equipment owned by Contractor or by any affiliated or associated firms or companies, including but not limited to firms or companies owned or controlled by officers of Contractor, shall be seventy-five percent (75%) of the rates set out in the *Rental Equipment Rate Guide* (latest edition) published by Rental Equipment Register. Rates for rental equipment owned by third parties shall be at Contractor's actual costs to rent such equipment provided such costs are reasonable in relation to average local market rental rates for such equipment.

7.2.4 costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and

7.2.5 additional costs of supervision and field office personnel directly attributable to the change.

The phrase "percentage fee for profit and overhead" as used in this paragraph 7.2 shall have the same meaning provided in paragraph 7.1.3.

7.3 Time Extensions for Adverse Weather Conditions. In order for the Owner to consider a time extension (1) the weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the normal adverse weather days anticipated for the project location during any given month as published by the National Oceanic and Atmospheric Administration, and (2) the unusually severe weather must actually cause a delay to the completion of the project. In addition, Contractor must submit a detailed CPM schedule analysis establishing the delays to the project as a condition precedent to a claim for extra time.

8. DIFFERING SITE CONDITIONS

Before the conditions are disturbed, Contractor shall promptly, and in no event later than ten (10) days after discovery, notify Owner in writing of: (1) pre-existing subsurface or latent physical conditions at the site differing materially from those indicated in this contract, or (2) pre-existing unknown physical conditions at the site, of an unusual nature, differing materially from those ordinary encountered and generally recognized as inhering in work of the character provided for in this contract. Owner will promptly investigate the conditions. If Owner finds that conditions are materially different and cause a material increase or decrease in Contractor's cost of, or the time required for performance of, any part of the Work under this contract, whether or not changed as a result of such conditions, Owner will make an equitable adjustment in the payment for the performance of the Work or the time required in accordance with paragraph 8 above. No claim of Contractor for differing site conditions shall be allowed unless Contractor has timely given the notice required above. If there is a decrease in the costs or time required to perform the work, failure of Contractor to notify Owner of the differing condition shall not affect Owner's right to make an adjustment in the costs or time.

9. NOTICE OF CLAIMS FOR ADDITIONAL COMPENSATION/DAMAGES

If Contractor has any claim for additional compensation or for other costs, expenses, or damages against Owner, Contractor must give Owner written notice of such claim promptly, and in no event later than ten (10) days after Contractor first knows or reasonably should have known of the

event alleged to have given rise to the claim. If Contractor fails to give such notice, the claim shall be deemed waived by Contractor.

10. CONTRACTOR'S WARRANTY

Contractor shall perform the Work in a workmanlike manner and in strict accordance with the Contract Documents and industry standards. Contractor shall be solely responsible for all construction means, methods, techniques, and procedures, and for supervising, coordinating and performing all of the Work. The Work shall be subject to observation and approval by Owner, Owner's representatives, Architect, and representatives of governmental agencies with jurisdiction over the Project. Neither the supervision, inspection, testing, observation, or approval of the Work by Owner or any of Owner's representatives (including, but not limited to, Architects and others separately retained by Owner) shall relieve Contractor from its obligation to perform the Work in strict accordance with the Contract Documents and industry standards.

10.1 Scope and Term of Warranty. Contractor shall promptly correct, at no cost to Owner, all Work rejected by Owner and all Work rejected by such government representatives. Contractor warrants to Owner, for a period of one (1) year(s) following the date of substantial completion of the Work, that the materials and equipment furnished under this Agreement will be of good quality and new, unless otherwise required by the Contract Documents, that the Work will be free of defects, and that the Work will strictly conform to the Contract Documents and industry standards. If within one (1) year(s) from the date of Final Completion and acceptance by Owner, any Work is found to be defective or not in full conformance with the Contract Documents and industry standards, upon receipt of written notice, Contractor shall promptly correct it without cost to Owner. Should Contractor fail to correct rejected Work, Owner may correct such Work and Contractor shall pay Owner's actual costs of correction.

10.2 Submission of Additional Warranties. Contractor shall also collect and submit to Owner, as a condition to Final Payment, all additional warranties from Subcontractors, distributors, and manufacturers, and Contractor hereby assigns to Owner all of Contractor's rights under such warranties. All of the warranties discussed above are in addition to, and not in lieu of, other remedies Owner may have, all of which are fully reserved by Owner.

11. ADMINISTRATION OF THE CONTRACT

11.1 Architect. The term "Architect" means the Architect/Designer or the Architect's/Designer's authorized representative. The Project Architect is as follows:

KPFF Consulting Engineers
Mark Reuland, Engineer
111 SW 5th Avenue, Suite 400
Portland, OR 97204
503.227.3251

11.1.1 Duties of Architect. The duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without prior written notice to Contractor.

11.1.2 Owner May Carry Out Duties of Architect. In the event of a termination of the Architect or a restriction of the duties, responsibilities or authority of the Architect as described in the Contract Documents, Owner itself or through another licensed architect shall carry out those duties, responsibilities and authority of the Architect.

11.1.3 Owner May Carry Out Services of Architect. Owner and Contractor agree that in any instance in the Contract Documents where the Architect may be authorized to act for Owner, including without limitation in observing and rejecting Work and in determining the dates of completion of the Work, Owner, in its sole discretion, may itself perform such services.

11.1.4 Architect's Obligations Solely to Owner. Owner and Contractor acknowledge and agree that nothing in the Architect's engagement implies any undertaking by the Architect for the benefit of, or which may be enforced by, Contractor, any Subcontractor, or the surety of any of them, it being understood and agreed that the Architect's obligations are solely to Owner.

11.2 Owner's and Architect's Administration of the Contract.

11.2.1 Architect's Authority. Owner and Architect will provide administration of the Contract as described in the Contract Documents during construction and until final payment is due. The Architect will advise and consult with Owner. The Architect will have authority to act on behalf of Owner only to the extent provided in the Contract Documents, unless otherwise modified by written instrument in accordance with other provisions of the Contract.

11.2.2 Site Visits; Architect to Keep Owner Informed. The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the completed Work and to determine in general if the Work is being performed in a manner indicating that the Work, when completed, will be in accordance with the Contract Documents. However, Owner and Architect will not be required to make exhaustive or continuous on-site inspections to check quality or quantity of the Work. On the basis of on-site observations as an Architect, the Architect will keep Owner informed of progress of the Work, and will endeavor to guard Owner against defects and deficiencies in the Work.

11.2.3 Non-Responsibility of Owner and Architect. Owner and Architect will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely Contractor's responsibility. Owner and Architect will not be responsible for Contractor's failure to carry out the Work in accordance with the Contract Documents. Owner and Architect will not have control over or charge of and will not be responsible for acts or omissions of Contractor, and Subcontractor, or their agents or employees, or of any other persons performing portions of the Work.

11.2.4 Correspondence. Contractor shall copy Owner on all correspondence from Contractor to the Architect, and the Architect shall copy Owner on all correspondence to Contractor.

11.2.5 Review and Approval of Payments. Based on Owner's and Architect's observations of the Work and their review and evaluation of Contractor's applications for payment, Owner will approve the amounts due Contractor.

11.2.6. Rejection of Work. Owner and Architect will have authority to reject Work which does not conform to the Contract Documents. Whenever Owner or Architect considers it necessary or advisable for implementation of the intent of the Contract Documents, the Architect, after written approval from Owner, will have authority to require additional inspection or testing of the Work, whether or not such Work is fabricated, installed or completed. However, neither this authority nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of Owner or Architect to Contractor or Subcontractor, their agents or employees, or other persons performing portions of the Work.

11.2.7 Review and Approval of Submittals. Owner or Architect will review and approve or take other appropriate action upon Contractor's submittals, such as, shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details, such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of Contractor. Owner's or Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences or procedures. Owner's or Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

11.2.8 Aesthetics. Owner's decisions on matters relating to aesthetic effect will be final.

12. MEETINGS

Upon reasonable notice, Owner may call meetings with Architect and/or Contractor and any of Contractor's representatives and/or Subcontractors. Architect, Contractor and Subcontractors shall comply with all such requests. At a minimum, regular meetings shall occur weekly.

13. CLEANUP

Contractor at all times shall keep the Project premises reasonably free from waste, debris, and other excess materials caused by the Work, and shall leave the premises in "broom clean" condition at the end of each day of Work. Upon both Substantial and Final Completion of the Work, Contractor shall remove all waste, debris, tools, equipment, and excess materials from the Project site, shall properly dispose of all such items, and shall leave the site in a neat and orderly condition. Should Contractor fail to perform its obligations under this paragraph, Owner may do so at Contractor's expense.

14. PERMITS AND INSPECTIONS

If not already secured by the Owner, prior to commencing any work requiring a permit or similar authorization, the Contractor shall secure and pay for all necessary licenses, fees, inspections, utility connection fees, building permits, and other permits, and similar authorization required by the contract and other legal obligations required of the Contractor. All building permits' fees, utility

connection fees, and inspection fees shall be paid for by the Contractor and reimbursed by the Owner by Change Order, upon request. The amount to be reimbursed shall be limited to the actual fee charged, and copies of each invoice shall be submitted to the Owner. The Contractor shall advise the Owner concerning notices required by all applicable federal, state, and local laws, ordinances, rules, regulations, and restrictions. All temporary connection fees, subcontractor permits, and all other fees are included in the Contract, and shall be paid for by the Contractor and shall not be reimbursed by the Owner. Deliver all permits and certificates to Architect at completion of the work. Architect will submit Drawings and Specifications, with the exception of deferred submittals, for a plans review to assist the Contractor in obtaining a building permit.

Test, inspections, and approvals of portions of the Work required by the Contract Documents or bylaws, ordinances, rules, regulations, or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such test inspections, and approvals with an independent testing laboratory or entity selected by the Owner, or by the appropriate public authority. Unless otherwise required, the Owner shall bear all related costs of tests, inspections, and approvals.

14.1 Notice. Contractor shall give Owner and Architect reasonable notice of the time for any such tests and inspections. If any inspection or test has to be re-performed because the first test or inspection revealed defects or deficiencies in the Work, Contractor will be responsible for paying all costs associated with re-testing or re-inspections. Contractor shall keep separate records of all labor, material, equipment and other costs associated with re-testing, re-inspections and related re-work.

14.2 Site Access. Contractor shall allow Owner and its representatives access to the Project site and to the Work at all reasonable times. In visiting the Project site and the Work, Owner and its representatives shall not unreasonably interfere in or delay the performance of the Work, whether performed by Contractor or Subcontractors.

15. RECORD DRAWINGS

Contractor shall maintain during the progress of the Work record drawings indicating the current status of the Work as performed. Upon Substantial Completion of the Work, Contractor shall prepare a final version of such record drawings and submit them to Owner. Upon Final Completion of the Work, Contractor shall prepare and submit to Owner revised record drawings as necessary such that Owner has received from Contractor a set of record drawings of the Work as performed at Final Completion.

16. OWNER'S CONSTRUCTION AND SEPARATE CONTRACTS

Owner reserves the right to perform construction or operations related to the Project with Owner's own forces or by separate contracts. Contractor shall not be responsible for work performed by Owner's own forces or separate contractors nor shall Contractor be responsible for the acts or omissions of such parties.

16.1 Cooperation Between Owner and Contractor. Contractor agrees to cooperate with Owner and Owner's separate contractors, and Owner agrees to cooperate with Contractor and to require its separate contractors to do the same, with respect to scheduling, material, and equipment deliveries and storage, security, cleanup, work activities, and other aspects of the Project. Owner shall

be responsible for any avoidable interference in or delays to the Work caused by Owner's own forces or separate contractors. Contractor shall be responsible for any avoidable interference in or delays to the work on the Project performed by Owner's own forces or separate contractors caused by Contractor.

16.2 Contractor's Warranties. Any work performed by Owner's own forces or separate contractors shall not be covered by Contractor's warranties under this Agreement. In the event Owner furnishes Owner-Furnished Components, Contractor's warranties under this Agreement shall extend to the installation but not to the materials, equipment, or components per se.

17. SAFETY AND ENVIRONMENT

Contractor shall be responsible for all safety precautions and programs in connection with the performance of the Work including, without limitation, precautions and programs to prevent damage, injury, and loss to those performing the Work and other persons, to the Work and materials and equipment to be incorporated into the Project, and to other personal and real property at the Project site and adjacent thereto.

17.1 Cessation of Work Upon Discovery of Hazardous Materials, Wetland Condition or Native American Archeological Site. Immediately upon discovery, Contractor shall cease performance of the Work in that area of the Project where there are, or reasonably appear to be, the following: (a) materials which it reasonably believes or has reason to reasonably believe are hazardous materials which are not controlled or have not been rendered harmless; or (b) a condition which it reasonably believes or has reason to reasonably believe is a wetland condition which is not protected; or (c) items or a circumstance which it reasonably believes or has reason to believe is a Native American archeological site which is not protected.

17.2 Hazardous Materials, Wetland Condition and Native American Archeological Site Defined. As used in this paragraph: (a) the term "hazardous materials" shall mean and include all "hazardous substances" as defined in the federal Comprehensive Environmental Response Compensation Liability Act (CERCLA), all "hazardous waste" as defined in the federal Resource Conservation Recovery Act (RCRA), and similar terms as used in applicable federal, state and local statutes, rules and regulations; and (b) the term "wetland condition" shall mean and include all "wetlands" and "waterbodies" subject to regulation under the federal Clean Water Act and similar terms as used in applicable federal, state and local statutes, rules and regulations; and (c) the term "Native American archeological site" shall have the same meaning as similar terms and phrases as used in applicable federal, state and local statutes, rules and regulations.

17.3 Actions Required by Contractor. Upon ceasing the Work in the circumstances described in paragraph 17.1, or upon discovery of any occurrence or condition which constitutes or reasonably could constitute an immediate danger to persons, property or the environment, Contractor shall take such emergency actions as are reasonably necessary to contain any suspected hazardous materials or limit their effects, to protect the suspected wetland condition or the suspected Native American archeological site, or to otherwise minimize the danger, shall take such temporary measures as are reasonably necessary to secure the involved area of the Project site from further disturbance, and shall notify Owner in person, by telephone or by telecopy as soon as possible with prompt confirmation in writing. Contractor shall not resume the Work in the affected area until it has received a written order from Owner to do so.

17.4 Explosives. Explosives are not permitted without specific written approval from the Owner.

17.5 Material Salvage. Per ORS 279C.510, the Contractor is required to salvage or recycle construction and demolition debris, if feasible and cost-effective.

17.6 Pursuant to ORS 279C.525, the following is a list of Federal, State and Local agencies that have enacted ordinances or regulations relating to environmental pollution and preservation of natural resources that may affect the performance of the contract. The following list may not include all such agencies that have enacted ordinances or regulations relating to environmental pollution and preservation of natural resources.

Federal Agencies:

- Agriculture, Dept. of
 - Forest Service
 - Soil Conservation Service
- Defense, Dept. of
 - Army Corps of Engineers
- Commerce, Dept. of
 - National Oceanic and Atmospheric Administration
 - National Marine Fisheries Service
- Environmental Protection Agency
- Health, Education and Welfare, Dept. of
- Interior, Dept. of
 - Bureau of Outdoor Recreation
 - Bureau of Land Management
 - Bureau of Indian Affairs
 - Bureau of Reclamation
 - Heritage, Conservation and Recreation Service
 - Office of Surface Mining, Reclamation and Enforcement
 - US Fish and Wildlife Service
- Labor, Dept. of
 - Occupational Safety and Health Administration
 - Mine Safety and Health Administration
- Transportation, Dept. of
 - Coast Guard
 - Federal Highway Administration

Oregon Tribal Governments:

- Confederate Tribes of Warm Springs

State Agencies:

- Agriculture, Dept. of
- Accident Prevention Division, Oregon Dept. of Insurance and Finance
- Energy, Dept. of
- Environmental Quality, Dept. of
- Fish and Wildlife, Dept. of
- Forestry, Dept. of
- Geology and Mineral Industries, Dept. of

Human Resources, Dept. of
Labor and Industries, Bureau of
Land Conservation and Development Commission
Oregon Occupational Safety and Health Division
Soil and Water Conservation Commission
State Engineer
State Fire Marshal
State Land Board
Water Resources

Local Agencies:

City Councils
County Courts
County Commissioners, Boards of
Metro
Planning Commissions
Port Districts
Public and Private Utilities
County Service Districts
Fire Protection Districts
Irrigation Districts
Lighting Districts
Metropolitan Service Districts
Sanitary Districts
Water Districts
Tri-Met

18. COMPLIANCE WITH LAWS

Contractor shall comply with all applicable federal, state, and local laws, statutes, codes, regulations, rules, orders and rulings as well as all applicable construction industry standards, including without limitation those governing labor, materials, equipment, construction procedures, safety, health, sanitation and the environment. Contractor agrees to indemnify, hold harmless, reimburse, and defend Owner from and against any penalties or liabilities arising out of violations of such obligations by Contractor or its Subcontractors.

19. INDEPENDENT CONTRACTOR

Contractor is an independent contractor and employing unit and shall be responsible for taxes or contributions payable on its employees, including, without limitation, employee contributions under federal or state laws, and for full compliance with record keeping, reporting, and other requirements of such laws.

20. CONTRACTOR'S EMPLOYEES AND SUBCONTRACTORS

20.1 Contractor Shall Comply with Owner Requirements. Contractor shall comply with Owner's (1) Workforce Training and Hiring Program, (2) MWESB Recruitment Guidelines/Good Faith Effort Process Requirement, (3) Equal Employment Opportunity ("EEO") Certification, (4) BOLI requirements, Davis-Bacon Act (40 USC276a) requirements, if applicable, which requirements are included in the Contract Documents and fully incorporated herein.

20.2 Employee Drug Testing Program. Contractor shall certify and demonstrate to Owner that Contractor has initiated, and shall maintain through the completion of the Work of the Project, an employee drug testing program.

20.3 Work Day/Work Week. No person shall be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, the employee shall be paid at least time and a half pay (1) for all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday, or (2) for all overtime in excess of 10 hours a day or 40 hours in any one week when the work is four consecutive days, Monday through Friday, and (3) for all work performed on Saturday, and on any legal holiday specified in ORS 279C.540.

20.4 Employee Notice. Contractor must give to employees who work on a public works contract, notice of the number of hours per day and days per week that the employees may be required to work as specified in ORS 279C.520, either: (a) in writing, either at the time of hire or before commencement of work on the contract, or (b) by posting a notice in a location frequented by employees.

20.5 Prompt Payment for Medical Services. Contractor shall promptly make payment, as due, to any person, copartnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of Contractor, of all sums which Contractor agrees to pay for such services and all moneys and sums which Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service. Contractor shall also comply with ORS 656.017.

20.6 Removal of Project Manager and Superintendent. Contractor's Project Manager and Superintendent shall not be removed from the Project by Contractor, temporarily or otherwise, without Owner's advance written approval. If the Project Manager or Superintendent becomes ill, resigns or otherwise must terminate his/her position with Contractor, then Contractor shall appoint a substitute subject to Owner's written approval.

20.7 List of Subcontractors. Before commencing Work, Contractor shall provide to Owner a list of all Subcontractors to be involved on the Project. Owner shall have the ability to reasonably require removal and substitution of any Subcontractor prior to commencement of the Work. Owner further reserves the right during the Project to reasonably require removal from the Project of any of Contractor's employees, agents, or Subcontractors for good cause, and to require a substitution that meets Owner's approval, which approval shall not be unreasonably withheld. It shall be the responsibility of the Contractor to assure that all subcontractors are duly registered with the Oregon State Construction Contractor's Board and have not been declared ineligible to work on a public improvement contract per ORS 279C.860 or ORS 701.227.

20.8 Subcontractors Bound by Contract Documents. Contractor shall be responsible for all the acts and omissions of Subcontractors and their employees and agents. Contractor's subcontracts and supply contracts shall require the Subcontractor, to the extent of the

Work to be performed by the Subcontractor, to be bound to Contractor by the terms of the Contract Documents and to assume toward Contractor all of the obligations which Contractor, by the Contract Documents, assumes toward Owner. Contractor's subcontracts and supply contracts shall include a provision whereby the Subcontractor consents to the assignment of the subcontract or supply contract to Owner contingent upon Contractor's default pursuant to paragraph 26 of this Agreement.

20.9 Prompt Payment by Contractor and Subcontractors; Interest Penalty.

Contractor shall include in each subcontract and supply contract entered into by Contractor a clause obligating Contractor (1) to make payment to the Subcontractor for satisfactory performance within 10 days out of such amounts as are paid to Contractor by Owner under the Contract, and (2) to pay to the Subcontractor an interest penalty as described in paragraph 5.7 above. Contractor shall also include in each subcontract and supply contract entered into by Contractor a clause obligating each Subcontractor to include a payment clause and an interest penalty clause conforming to the standards of this paragraph and paragraph 5.7 above in each of its subcontracts and supply contracts and to include such clauses in their subcontracts and supply contracts with each lower-tier Subcontractor.

20.10 No Contractual Relationship Between Owner and Any Subcontractor.

Nothing in this Agreement shall be construed to establish a contractual relationship between Owner and any Subcontractor; provided, however, that nothing in this Agreement shall prevent Owner from maintaining any third-party beneficiary claims against Subcontractors.

20.11 Owner's Prior Approval of Subcontractors and Assignments. Contractor shall not subcontract or assign its obligations under this Agreement in whole or in part, nor shall any Work be performed by any Subcontractor or assignee, nor shall any funds payable to Contractor under this Agreement be assigned, without the prior written approval of Owner. Owner's approvals under this paragraph shall not be unreasonably withheld. Owner's approval of any such subcontracting or assignment shall not relieve Contractor of any of its obligations under this Agreement.

20.12 PDC Construction Wage Policy and Rates. This Project is subject to the PDC Construction Wage Policy and the Contractor shall pay or cause to be paid wages consistent with the PDC Wage Policy and comply with all Policy requirements. Each worker in each trade or occupation employed in the performance of the work either by the Contractor, subcontractor or other must be paid not less than the applicable rate of wage. Contractor agrees to submit all required original weekly certified payroll to the attention of PDC's designated representative by the 5th working day of the following month, and all other required original documentation prior to contractor or subcontractor working on the site. Contractor also agrees to the following:

- 1) The general contractor and all subcontractors shall maintain applicable payroll records for three years from date of final completion.
 - 2) All payroll records shall be made available to PDC within 24 hours of request when the project is under construction and within 10 days of request after project completion.
 - 3) Applicable wage rates and posters shall be posted on the project site and PDC representatives will have access to the site for any necessary worker interviews
- Preliminary wage rates are attached and a part of this contract. Final wage rates will be provided at the time the contract with the general contractor is signed.

20.13 Public Works Bond Contractor and all Subcontractors, prior to starting any Work on this Project, are required to file with the Construction Contractors Board a "public works

bond” in the amount of \$30,000 with a corporate surety authorized to do business in the state of Oregon, unless exempt under the provisions of ORS 279.836. It is the Contractor’s responsibility to (a) include in each subcontract a provision requiring the subcontractor to have a public works bond filed with the Construction Contractors Board before commencement of work on this Project, unless otherwise exempt and (b) verify that all subcontractors have filed the public works bond prior to commencement of work on this Project.

21. PATENTS AND ROYALTIES

Contractor shall indemnify, defend, reimburse and hold harmless Owner from and against any and all claims, suits, and damages arising out of or related to alleged or actual infringements of patent rights, including, without limitation, attorney fees and related legal expenses, provided that Contractor shall not be so obligated if (I) the alleged or actual infringement results from a particular design, process, or product from a particular source required by the Contract Documents and (ii) Contractor timely notified Owner upon learning or having reason to believe that the requirement of the particular design, process, or product of the Contract Documents would constitute an infringement of a patent. Contractor shall pay all royalties and license fees at its own costs.

22. OWNERSHIP OF DRAWINGS AND SPECIFICATIONS

The Drawings, Specifications, and other design, architectural and engineering documents included in the Contract Documents, whether in print, CADD, computerized, or other form of memory or recording, describe the Work to be performed and are to be used by Contractor and Subcontractors for that limited purpose. Contractor may maintain one record set of such documents; all other sets and copies of such documents shall be returned to Owner upon substantial completion of the Work. Neither Contractor nor Subcontractors shall have any copyright or other property interest in such documents, shall not provide the documents or copies thereof to any third parties for any purpose except as necessary or required to perform the Work, and shall not use the documents on any other project or for any work under any other contract without the advance, written approval of Owner.

23. INDEMNITY

To the fullest extent permitted by law, Contractor agrees to defend, hold harmless, reimburse, and indemnify Owner from and against any and all claims, demands, losses, costs, damages, expenses, penalties, actions, suits, and liabilities, including, without limitation, attorney fees and related investigation, expert witness, and other legal expenses, arising out of or related to this Agreement or the Work, including, without limitation, injury to or death sustained by any person (including, but not limited to, Contractor’s employees) or damage to property of any kind (including that mentioned in paragraph 17), to the extent such claims, demands, losses, costs, damages, expenses, penalties, actions, suits, or liabilities are caused by breach of contract, negligence or other wrongful acts or omissions, whether active or passive, on the part of Contractor, Subcontractors, or the partners, officers, directors, agents, or employees of any of them, or the failure of such parties or persons to perform their obligations as required by this Contract.

24. CONTRACTOR'S INSURANCE.

24.1 Certificates of Insurance. Contractor and all Subcontractors must provide Certificates of Insurance signed by an authorized insurance company representative before their portion of the Work commences on the job site.

24.2 Insurance on All Operations. Contractor must, at its own expense, procure, carry and maintain insurance on all operations of the types and limits provided below.

24.2.1 Worker's Compensation and Employer's Liability Insurance.

\$ 100,000	Each Accident	Bodily Injury By Accident
\$ 500,000	Policy Limit	Bodily Injury By Disease
\$ 100,000	Each Employee	Bodily Injury By Disease

Those Contractors, who are self-insured and are not required to carry Worker's Compensation per ORS 656.027, must indicate so and certify they are exempt on the agreement.

24.2.2 Comprehensive General Liability. Comprehensive General Liability insurance must be issued on a comprehensive form and on an occurrence basis. A "Claims-Made" policy form is not acceptable.

\$1,000,000	Each Occurrence	Bodily Injury and Property Damage
\$2,000,000	Gen. Annual Aggregate	(Combined Single Limit)

NOTE: Contractor's Policy must include coverage for:

- a. Premises and Operations;
- b. Products and Completed Operations;
- c. Blanket Contractual Liability Insuring the Obligations of Contractor Assumed in Any Written Agreement with Owner;
- d. Broad Form Property Damage;
- e. Explosion, Collapse and Underground Hazards;
- f. Personal Injury Liability; and
- g. Independent Contractors.

24.2.3 Automobile Liability Insurance.

\$1,000,000	Each Accident	Bodily Injury and Property Damage
		(Combined Single Limit)

NOTE: Contractor's Policy must include coverage for:

- a. All Owned Motor Vehicles;
- b. Hired Motor Vehicles; and
- c. Non-Owned Motor Vehicles.

24.2.4 Pollution Liability Insurance. Contractor shall obtain at the contractor's expense and keep in effect during the term of the contract contractor's

Pollution Liability insurance covering the contractor's liability for damages arising from any and all pollution conditions, but not limited to bodily injury and property damage, defense cost, contingent transportation, non-owned disposal sites, caused by the contractor while performing their operations under this contract. The insurance coverage shall apply to sudden and gradual pollution events. Any coverage restriction as to time limit for discovery of a pollution incident and/or a time limit for notice to the insurer must be accepted by the Owner. The insurance coverage shall also respond to cleanup cost. This coverage may be written in combination with the commercial general liability insurance or pollution liability insurance. The policy's limits shall not be less than \$1,000,000 each loss/\$1,000,000 aggregate. The policy shall be endorsed to state that the general aggregate limit of liability shall apply separately to this contract. Any self-insured retention/deductible amount shall be submitted to the Owner for review and approval.

24.2.5 Term of Insurance. The above insurance for Contractor shall be maintained from the date of commencement of the Work until one (1) year after the date of final payment and at all times thereafter if Contractor or Subcontractors is/are repairing, correcting, removing or replacing defective, rejected or warranty Work.

24.2.6 Deductibles. Contractor is responsible for paying its own deductibles on the above insurance.

24.3 Additional Insured. The Comprehensive General Liability, Automobile Liability and Excess Liability (if required) policies for Contractor must contain an endorsement naming **the City of Portland, the Portland Development Commission, its directors, officers, employees, and agents, as additional insureds** as respects liabilities arising out of the Work. It is understood and agreed that such insurance provided to Owner by Contractor shall:

24.3.1 Be primary as to any other insurance covering or available to Owner;

24.3.2 Such other insurance available to Owner shall not be required to contribute to any liability or loss until and unless the appropriate limit of liability afforded hereunder is exhausted; and

24.3.3 Be at least as broad in its coverage of Owner as it is in its coverage of Contractor.

IMPORTANT NOTE: THE ADDITIONAL INSURED ENDORSEMENT MUST BE ATTACHED TO CONTRACTOR'S COMMERCIAL GENERAL LIABILITY, AUTOMOBILE LIABILITY AND EXCESS LIABILITY (IF REQUIRED) POLICIES. STATING THAT OWNER IS AN ADDITIONAL INSURED ON INSURANCE CERTIFICATE ONLY IS NOT ACCEPTABLE.

24.4 Waiver of Subrogation. Contractor's Worker's Compensation, Comprehensive General Liability, Automobile Liability, and Excess Liability (if required) policies shall contain a "Waiver of Subrogation" endorsement stating the following:

“It is agreed that the insurance company waives any right of subrogation against Portland Development Commission which may arise by reason of payment under this policy.”

STATING THAT A “WAIVER OF SUBROGATION” IS IN EFFECT ON INSURANCE CERTIFICATE ONLY IS NOT ACCEPTABLE. COVERAGE MUST BE EVIDENCED BY SEPARATE “WAIVER OF SUBROGATION” ENDORSEMENTS WHICH BECOME PART OF THE ACTUAL POLICY. COPY OF THIS ENDORSEMENT MUST BE ATTACHED TO THE CERTIFICATE.

24.5 Acceptable Insurance Companies. All insurance policies must be placed in an insurance company with a policyholder’s rating of A-, VIII, or better, according to the most recent edition of *Best’s Key Rating Guide (Property-Casualty)*.

24.6 Cancellation. In the event any of the policies required are canceled or materially altered, the insurer will give thirty (30) days’ written notice by registered mail to Owner’s Primary Representative with a separate copy to Owner’s Alternative Representative. **Important Note:** If using an “Accord” Certificate of Insurance form, the words “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the Company, its agents or representatives” must be deleted. In the event Contractor fails to maintain such insurance as required herein, Owner may purchase such insurance at Contractor’s expense.

24.7 Certificates of Insurance and Endorsements. The completed certificate of insurance, additional insured endorsements and waiver of subrogation endorsements must be mailed to the Owner.

24.8 Subcontractor’s Insurance. It shall be the responsibility of the Contractor to assure that all subcontractors carry adequate liability and Oregon Worker's Compensation. In the event a Subcontractor fails to maintain any insurance coverage required under this Agreement, Contractor must maintain such coverage on behalf of the Subcontractor at no charge to Owner.

24.9 Owner’s Insurance. The contractor shall be responsible for all property damage losses including, but not limited to vandalism, malicious, mischief, collapse, false work, temporary buildings and debris removal, except to the extent such property losses are caused by the negligent or other wrongful acts or omissions of the Commission, their agents or employees, or their separate contractors.

25. OWNER’S FAILURE TO PAY; TERMINATION BY CONTRACTOR

If Owner fails to make payment as required by this Agreement for a period of thirty (30) days after the payment due date, Contractor, upon ten (10) days written notice to Owner, may terminate this Agreement unless Owner makes payment in full during the ten (10) day period. In the event of such termination for nonpayment, Owner shall pay Contractor a share of the Contract Price that is proportionate to the percentage of the Work completed. In no event shall Owner be responsible to pay Contractor’s overhead, profit and/or fee for unperformed Work.

26. TERMINATION FOR DEFAULT

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

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

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

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

None of the foregoing provisions shall be construed to require Owner to complete the Work, nor to waive or in any way limit or modify the provisions of the Contract relating to the fixed and liquidated damages suffered by Owner on account of failure to complete the Project within the time prescribed.

27. TERMINATION FOR CONVENIENCE/PUBLIC INTEREST

Owner may terminate the Contract at any time and for any reason, with or without cause, upon ten (10) days written notice to Contractor. In the event of such termination for Owner's convenience, Owner shall pay Contractor a share of the Contract Price that is proportionate to the percentage of the Work completed. In no event shall Owner be responsible to pay Contractor's overhead, profit and/or fee for unperformed Work.

28. DISPUTES

28.1 Initial Dispute Resolution Procedures. Owner and Contractor acknowledge and agree to the following initial dispute resolution procedures:

28.1.1 Senior Project Site Representative Discussions. If a disagreement, dispute, or controversy arises out of or relates to this Contract, Owner and Contractor will attempt in good faith to resolve the disagreement, dispute, or controversy promptly through direct discussions between project site representatives of the parties who have authority to resolve and settle the matter.

28.1.2 Project Managers' Obligation to Meet. If a disagreement, dispute, or controversy cannot be resolved within twenty-four (24) hours by the most senior project site representatives of the parties, the project managers for each party shall meet at least once, at a mutually agreed-upon time and place, within seven (7) days of being informed that the most senior project site representatives have reached a stalemate and attempt to resolve the matter through direct discussion.

28.1.3 Project Managers' Obligations. If the project managers have not resolved the disagreement, dispute, or controversy within seven (7) days of their first meeting, the project managers shall promptly prepare and exchange memoranda that state the issues in dispute and their respective positions and summarize the negotiations that have taken place, and shall attach relevant documents to those memoranda. If, within three (3) days of exchanging memos, the project managers have not resolved the disagreement, the project managers shall refer the matter to senior executives who are authorized to resolve and settle the matter.

28.1.4 Senior Executives' Obligation to Meet. Within seven (7) days after the project managers have referred the disagreement, dispute, or controversy to the senior executives, the senior executives shall meet to attempt to resolve and settle the matter. If the disagreement, dispute, or controversy has not been resolved within ten (10) days from the referral to senior executives, the parties must proceed to mediation as provided below.

28.2 Mediation. If the initial dispute resolution procedures fail to resolve the dispute, the parties shall mutually select a mediator and conduct a good-faith mediation in Portland, Oregon in an attempt to settle the matter. The fees and costs of the mediator shall be borne equally by all parties participating. Full compliance with paragraph 28.1 and this paragraph 28.2 is a condition precedent to either party's right to initiate litigation or arbitration as provided below.

28.3 Arbitration/Litigation. Any dispute between Owner and Contractor arising out of or related to this Agreement shall be subject to arbitration or litigation at Owner's option. If arbitration is selected, the decisions and award of the arbitrator shall be final and binding. The arbitration shall be conducted pursuant to the latest edition of the Construction Industry Arbitration

Rules of the American Arbitration Association (“AAA”), except as may be modified herein. The arbitration will occur in Portland, Oregon. Any arbitration award may be enforced by the Multnomah County Circuit Court.

28.3.1 Single Arbitrator. The arbitration shall be conducted by a single arbitrator unless the parties mutually agree otherwise. The arbitrator selected shall be neutral and unbiased, except to the extent the arbitrator’s prior relationship with either party is fully disclosed and consented to by the other party.

28.3.2 Consolidated Arbitration. Upon demand by Owner or Contractor, claims between or among Owner and Contractor and any and all third parties shall be submitted in a single, consolidated arbitration. Contractor shall maintain a similar provision in its subcontracts.

28.3.3 Discovery. The parties to the arbitration shall be entitled to such discovery as would be available to them in an action in Oregon state court. The arbitrator shall have all of the authority of the Court incidental to such discovery, including, without limitation, authority to issue orders to produce documents or other materials, to issue orders to appear and submit to deposition, and to impose appropriate sanctions including, without limitation, award against a party for failure to comply with any order.

28.3.4 Evidence. The parties to the arbitration may offer such evidence as permitted under the Oregon Evidence Code and Rules of Civil Procedure. The arbitrator shall determine the admissibility of the evidence offered. All evidence shall be taken in the presence of the arbitrator and all of the parties, except where any of the parties is absent, in default, or has waived its right to be present.

28.3.5 Survival of Arbitration Clause. The arbitration agreement set out in this paragraph 28.3 shall survive the completion of the Work or the termination of this Agreement.

28.3.6 Contract Performance Pending Final Resolution. Pending final resolution of a claim, dispute or other matter in question, including, but not limited to, resolution through arbitration, unless agreed otherwise in writing, and subject to Owner’s right to terminate, Contractor shall continue to perform diligently its services required by this Agreement and Owner shall continue to make in a timely manner its payments to Contractor required by this Agreement.

28.3.7 Litigation/Exclusive Jurisdiction. If Owner selects litigation, the Multnomah County Circuit Court shall have sole and exclusive jurisdiction subject to either party’s right to appeal.

29. GOVERNING LAW; FORUM

This Agreement and all disputes arising out of or related to this Agreement and the Work shall be governed by the law of the State of Oregon. Any arbitration, suit or action arising out of or related to this Agreement shall be conducted in Portland, Oregon.

30. ATTORNEY FEES

Should any suit, action or arbitration be commenced in connection with any dispute arising out of this Agreement, to obtain a judicial construction of any provision of this Agreement, to rescind

this Agreement, or to enforce or collect any judgment or decree of any court or any award obtained during arbitration, the prevailing party shall be entitled to recover its costs and disbursements, together with such investigation costs and fees, expert witness costs and fees, and attorney costs and fees, as the court or arbitrator may adjudge reasonable, incurred in connection with such dispute before trial or arbitration, at trial or arbitration, upon any motion for reconsideration, upon any appeal or petition for review, and upon any collection efforts or proceedings.

31. MODIFICATION; ENTIRE AGREEMENT

No oral communication, promise, understanding, or agreement made prior to, during, or after the execution of this Agreement shall affect or modify any of its terms, conditions, obligations, or requirements. Subject to paragraph 7, the Contract shall be conclusively considered to contain and express all of the terms, conditions obligations, and requirements agreed upon by the parties, notwithstanding any prior or contemporaneous written communication, promise, understanding, or agreement. The Contract shall be modified only in accordance with paragraph 8 above.

32. WAIVER

Either party's waiver of any breach by the other party shall not constitute a waiver of any further or additional breach of such provision or of any other provision of the Contract.

33. SEVERANCE

Should any provision of the Contract at any time conflict with any law, regulation, order, or ruling, or in any way be deemed unenforceable, then such provision shall continue in effect only to the extent that it remains valid. In the event any provision of this Agreement becomes inoperative, the remaining provisions of the Contract shall remain in full force and effect.

34. BONDS

This contract shall exceed \$50,000 at the time of execution, Contractor shall execute and deliver to Owner good and sufficient performance and payment bonds, to be approved by Owner, each in a sum equal to the Contract price for the faithful performance of the Contract, including without limitation, all warranty obligations and guarantees thereunder, and payment of all Subcontractors. Each of the bonds shall be delivered to Owner in form and substance set forth in the contract documents.

SECTION 01100 SUMMARY of WORK

PART 1 GENERAL

1.1 SUMMARY

A. This Section Includes:

- 1.1 Summary
- 1.2 Related Documents
- 1.3 Work Covered by Contract
- 1.4 Project Schedule
- 1.5 General Work Sequence
- 1.6 Project Conditions
- 1.7 Work by Owner and Others
- 1.8 Contractor Use of the Site
- 1.9 Owner Occupancy
- 1.10 Restricted Work Hours and Temporary Cleanup
- 1.11 Site Survey and Staking
- 1.12 Staging, Access, Deliveries, Sanitation and Security
- 1.13 Security Fence, Pest Control, Erosion Control and Traffic Control
- 1.14 Utility Work and Utilities
- 1.15 Sustainability and Waste
- 1.16 Permits
- 1.17 Materials Testing and Special Inspections
- 1.18 Minor Deviations and Conflicts with Drawings and/or Specifications
- 1.19 Substantial Completion
- 1.20 Warranty

1.2 RELATED DOCUMENTS

- A. General provisions of the Contract, including City of Portland Standard Construction Specifications Revised 2007 except where it conflicts with the Portland Development Commission General and Supplementary Conditions and other Technical Specifications herein, which shall take precedence.
- B. Drawings and all other Specification Sections, apply to this Section.

1.3 WORK COVERED by CONTRACT

A. Project Description:

1. Project Identification: "Demolition of Block 26" (former Sizzler Restaurant) generally consists of, but is not limited to, the demolition of a single-story structure with lap siding on a structural slab approximately 7,128 square feet, surrounded by removal of approximately 25,000 square feet of asphalt parking, grading and other incidental and related work as set forth in the Drawings and Technical Specifications. Area of work is approx 0.80 acres.
2. Project Location: The Project Site is located at 834 NE Martin Luther King Jr. Blvd. in Portland, Oregon. The site is located between NE Martin Luther King Blvd and NE Grand Avenue.

3. Project Owner: Portland Development Commission ("Commission, PDC or Owner"). Primary Owner's Project Representative is Dave Obern, Construction and Environmental Services Manager 503-823-3737. E-mail: obernd@pdc.us
4. Architect/Engineer Identification: Drawings and Specifications dated August 2009 prepared by KPFF Consulting Engineers, 111 SW 5th Ave, Suite 2400 Portland, OR 97204. Engineer of Record: Mark Reuland 503-227-3251
5. Base Bid Work: Generally includes temporary fencing, erosion control, pest control, salvage (demolition) of one story building and slab, removal of asphaltic concrete (a/c) parking area and base rock, removal of internal walkways and other structures, removal and disposal of excess clean fill dirt (est. 3,017 cy), capping utilities, import topsoil, hydroseeding and other incidental and related work as set forth in Drawings and Technical Specifications. All soil estimates described are established using conversion 1.5 tons/cy.
6. Alternate Bid Items:

Alternate #1 – Unit Prices will be established as add/deduct unit prices to be applied to the estimated volumes as described in the drawings as follows:

1. Removal and disposal of excess clean fill dirt \$ ____/cy offsite
2. Removal and disposal of asphaltic concrete \$ ____/ton offsite
3. Removal and disposal of concrete \$ ____/ton offsite

Based on equitable adjustment through a Change Order the estimated base bid quantities will be modified using the established add/deduct Unit Prices for actual work performed. Any Unit Price that appears to be unbalanced or otherwise bid loaded may result in bid rejection.

Note: All Unit Prices shall include all associated source/tip and hauling fees.

Alternate #2 – Add/Deduct lump sum cost to haul and dump (stockpile) excess 3,017 cy clean fill dirt at Owner property (vacant two blocks) located at corner of NW Overton and NW 11th Ave 1.65 miles from the site. Truck end dump (side by side) in designated area with perimeter silt fence encircling stockpile with 6 mill visqueen temporary cover with weighted straw bale perimeter and crosslines to retard blow-off. Perimeter silt fence will remain, and Owner to maintain after Substantial Completion.

7. Contract: Project will be constructed under a Formal Public Improvement Contract for construction issued and managed by the Portland Development Commission. All quantities and measurements shown on the Drawings or otherwise set forth in Technical Specifications are estimates only subject to equitable adjustment for actual work performed using the established Unit Prices, or otherwise agreed to by Change Order.
- C. Contractor shall perform all duties and responsibilities as set forth in the Contract Documents to include but not limited to:
1. Provide and pay for labor, materials, tools, equipment, superintendence, temporary facilities, and other services necessary for proper execution and completion of Work.
 2. Pay legally required sales, consumer and use taxes.
 3. Secure and pay for any Specialty Permits, as required.
 4. Comply with all building codes, ordinances and regulations of public authorities having jurisdiction, including, but not limited to, the following:

- a. State of Oregon Building Codes 2007 Structural Specialty Code, 2007 Fire Code, 2005 Plumbing Code and 2007 Mechanical Code unless otherwise modified by City of Portland.
- b. Applicable portions of the City of Portland Standard Construction Specifications, 2007 Edition.
- c. Drawings and Technical Specifications.
- d. All other related Contract Documents and instructions by the Owner.
- e. Complete all Work within the specified Contract timeline, subject to sequencing and other work restrictions as set forth herein.

1.4 PROJECT SCHEDULE

- A. The Work must be substantially completed within seventy five (75) calendar days from the date of Notice to Proceed. Final completion must occur within fifteen (15) calendar days after the date of Substantial Completion. An equitable adjustment in the schedule will be considered for any unanticipated Work beyond the Base Bid Work. Failure to complete the Work by the specified Substantial Completion date, including all subsequent punchlist items, and attain Final Field work completion shall result in Liquidated Damages in the amount of five hundred dollars (\$500.00) per day, as further set forth in the General Conditions and the Contract.

1.5 GENERAL WORK SEQUENCE

- A. Establish temporary facilities, barricades and security fencing
- B. Establish pest control and erosion control
- C. Remove site improvements; cap sewer line(s); salvage and recycle
- D. Grade site; export soil
- E. Hydroseed
- F. Remove temporary facilities

1.6 PROJECT CONDITIONS

- A. All known hazardous building materials will have been abated by others prior to issuance of NTP and commencement of the Work. If any hazardous building materials or any other environmental condition are discovered during the Work, Contractor shall immediately notify the Owner without further disturbing the conditions.
- B. The Owner intends to perform selected discrete and/or composite environmental soil samples necessary to determine that all off-haul soil meets the DEQ criteria for unrestricted clean-fill primary issues of concern are petroleum contamination and heavy metals. Contractor shall cooperate with Owner taking the sampling and performing initial potholing at least 7 days in advance of off-haul to enable analytical results to be obtained.

1.7 WORK by OWNER and OTHERS

- A. Owner may award separate contracts for additional Work at the Project Site which may commence and be executed anytime during construction period of this Contract. Contractor shall cooperate and coordinate with Owner's separate contractor(s) if any.

1.8 CONTRACTOR USE of SITE

- A. Contractor shall have full use and control of the specified Project Site for construction, staging and other work during the construction period, unless otherwise directed by the Owner. Contractor's use of premises is limited only by Owner's right to perform work or to retain other Contractor's on portions of Project.
- B. Contractor shall confine all operations at Project Site to areas identified and authorized by Owner.
- C. Coordinate with Owner regarding: access, keys, staging area, construction vehicles, site office.
- D. For temporary utilities, weather protection and other constraints for all on-site work and/or operations, Contractor shall comply with the following:
 - 1. Limit use of premises for Work and storage to allow for work by Owner's separate Contractors.
 - 2. Do not encumber Site with materials or equipment used on any other project.
 - 3. Assume full responsibility for protection and safekeeping of all materials, products and equipment stored on premises, as well as any and all improvements under construction.
 - 4. Move stored products which interfere with operations of Owner, or otherwise as directed by Owner.
 - 5. Take all actions necessary to protect the work area and related parts of the Project Site from wind, rain and snow.
- E. Contractor shall Obtain and pay for use of any off-site additional storage, parking or other work areas required for operations as base bid costs.

1.9 OWNER OCCUPANCY

- A. None.

1.10 RESTRICTED WORK HOURS and TEMPORARY CLEANUP

- A. Contractor shall comply with City of Portland noise ordinance City Ordinance on Noise Title 18 Section 18.10.060 with respect to construction work hours (including equipment warm-up).
- B. Contractor may request the Owner consideration of overtime and weekend work hours. Note: check Prevailing Wage requirements (if any) for all overtime and weekend work. The Owner is not responsible for payment of any premium costs due to overtime or weekend work unless otherwise agreed to in writing.
- C. Contractor's failure to promptly perform all temporary cleanup, remove debris or remove equipment shall result in the Owner self-performing any and all actions necessary to restore the work area, and to subsequently collect reimbursement for such action from the Contractor pursuant to the General Conditions.

1.11 SITE SURVEY and STAKING

- A. Owner shall make available to the Contractor an electronic copy of the Final Construction Drawings in AutoCAD 2007 format denoting base survey and layout points. At least one point on or adjacent to the site will be established to provide project baseline control, N/E coordinates and elevations.

- B. Contractor is solely responsible as part of base bid and alternate bid cost for performing any and all construction layout and grade control to ensure the proposed project layout fits actual site conditions. Contractor to immediately notify Owner by RFI of any potential survey or layout issues. Provide all necessary survey required during construction using a surveyor licensed to perform work in the State of Oregon. No claim will be considered by the Owner for any missing, damaged or otherwise altered Contractor-performed survey, except on the condition that Owner has other contractors on site whose actions disturb any survey markers.

1.12 STAGING, ACCESS, SANITATION, DELIVERIES and SECURITY

- A. Contractor may use the site for necessary staging, stockpiling and performance of work.
- B. Contractor shall provide for any/all garbage refuse pickup in compliance with OR-OSHA and other regulatory requirements prior to commencing work.
- C. Contractor shall provide temporary sanitation as required by OR-OSHA within the designated staging area.
- D. Contractor is solely responsible for site security and site control, except for authorized Owner entry detailed herein. Contractor shall provide under the Base Bid any necessary site security to assure safety of the Work, of the public, and of the property. Contractor is responsible for all subcontractor access and other deliveries to the site.
- E. Special Coordination for Other Adjacent ROW Work. The east side streetcar line work will likely be underway and may impact the ROW along NE Oregon adjacent to the site. Contractor shall coordinate with any all traffic control relating to this separate work.

1.13 SECURITY FENCE, PEST CONTROL, EROSION CONTROL and TRAFFIC CONTROL

- A. Contractor shall furnish, install and maintain as part of Base Bid cost a temporary security perimeter fence around the perimeter of the site. Provide all necessary gates. All access gates will be double locked with Contractor and Owner locks. Entry to the staging area will be restricted by the Contractor to only authorized workers, permit and regulatory agencies, and Owner-authorized personnel.
- B. All persons entering the work site will check in at job trailer and/or with the Contractor Superintendent and shall comply with any required PPE.
- C. No Traffic control is anticipated, and no sidewalk closure permits are likely to be required for this Work. All Work is within the private property limits.
- D. The Drawings show minimum erosion control measures. Consult with Bureau of Development Services prior to demolition operations to confirm method of erosion control that will be approved by the City of Portland. Contractor may be required to provide additional measures based on site conditions, work sequencing and weather. Establish approved erosion control measures prior to the start of any site Work. Southwest slope silt fence and straw wattles shall remain for Owner to maintain beyond Substantial Completion.
- E. Provide services of a licensed pest extermination company from the time site Work starts until Substantial Completion for the purposes of preventing rodents and other vectors from migrating from the project site to the surrounding neighborhood during the demolition activities. Pest control efforts shall be monitored and maintained regularly during the course of demolition operations. Warning signs shall be posted, as necessary, for the protection of the public in accordance with

the requirements of the authority having jurisdiction. Pest Control equipment shall be removed at Substantial Completion.

1.14 UTILITY WORK and UTILITIES

- A. Electrical service has been disconnected. Contractor shall verify conditions. Contractor to provide any and all temporary electrical service with portable generators (if any).
- B. Gas service has been disconnected. Contractor shall verify conditions.
- C. Water service is available and may be used by the Contractor during demolition and grading work. Cap water service on the private side of the meter upon completion of all work.
- D. Perform other removal and capping of sanitary and storm work as set forth in the drawings and technical specifications.

1.15 SUSTAINABILITY and WASTE

- A. The Owner values and supports the highest level of sustainability on all demolition and construction projects. Contractor shall to the extent reasonable and practicable make every effort to enhance materials reuse by salvaging and recycling. Contractor shall minimize net waste to the landfill, and shall not dispose of anymore than 5% of the total Project waste as landfill material. Specific requirements that Contractor shall follow are set forth and referenced in Section 01745 – Construction Waste Management. General requirements follow:
- B. Waste:
 - 1. Contractor is responsible for the lawful and appropriate disposal of all construction debris.
 - 2. Contractor shall to the extent practicable segregate all construction debris for reuse and/or recycling.
- C. Recycling:
 - 1. Contractor shall recycle all construction debris in the appropriate manner, as feasible in accordance with BDS General Building Permit as further specified by the Office of Sustainable Development.
- D. Salvage:
 - 1. Salvage for reuse all items marked or noted on the drawings. Contractor is responsible for temporary stockpile and safe keeping of any reused materials.
 - 2. Except as designated for re-use all other items salvaged by the Contractor are upon demolition and removal exclusive property of the Contractor and shall be properly reused and/or disposed. The Owner shall make no warranty or representation on the condition, integrity or applicability of any materials salvaged by the Contractor and disposed of off-site.

1.16 PERMITS

- A. Permits Obtained by Owner: Owner shall obtain and pay the for General Building permit prior to construction. All permits shall be furnished to the Contractor, and the Contractor shall comply with all permit requirements and call for any and all inspections and close out all permits as part of base bid costs.

- B. Permits Obtained by Contractor: Contractor shall pay for and obtain as part of base bid prior to start of any Work, any and all trade permits that may be required for completion of the Work.

1.17 MATERIALS TESTING and SPECIAL INSPECTIONS

- A. No deep fills are anticipated with this project, so no materials testing or special inspections are required.

1.18 MINOR DEVIATIONS/CONFLICTS with DRAWINGS and/or SPECIFICATIONS

- A. Contractor and Owner agree that it is inherent in any construction project that minor deviations and conflicts with Drawings and Technical Specifications may occur and minor unforeseen issues may be found at the Project Site. The Owner reserves the right to reasonably determine what is a minor deviation, conflict and/or unforeseen issue.
- B. It is the Contractor's sole responsibility to understand the scope of the Work, to determine what notes on the Drawings apply to the Work, and to sequence the Work to reduce and/or avoid conflicts with other adjacent work.
- C. All earthwork quantities (and other related items) are estimated measurements in-situ (in place) and do not account for fluff, water, sloughing or other factors upon removal or disturbance. Contractor may propose other forms of measurement to include but not limited to truck cubic yards, truck tons, stockpile survey, pre and post condition survey, etc. Owner's decision on measurement and units of work shall be final.
- D. No additional payment, consideration for claim, dispute or relief of liquidated damages will be made to the Contractor for any minor deviations between the drawings, including, but not limited to, minor unforeseen site conditions that could be reasonably determined, or likely to be encountered, based on visual observation of the site. It is the responsibility of the Contractor to promptly, and no later than ten (10) calendar days from the date the Contractor and/or Subcontractor knew, or should have known, to notify the Owner by RFI of any such deviations and conflicts, unforeseen site conditions or conflicts, additional permit requirements, or code required changes, and to request clarification prior to initiating any such related work.

1.19 SUBSTANTIAL COMPLETION

- A. Contractor upon, reaching Substantial Completion, shall ensure that all work is substantially complete, including hydroseeding, but not including any germination of hydroseed that is weather dependant. Failure to complete the Work and reach Substantial Completion within the stipulated contract performance period may result in Liquidated Damages assessed by the Owner.
- B. All punchlist work shall be performed within the stipulated 15 day punchlist period. Failure to complete all punchlist work within the stipulated period may result in Liquidated Damages assessed by the Owner.

1.20 WARRANTY

- A. As set forth in the Contract Documents, Contractor upon date of Substantial Completion issued by the Owner shall warrant all Work for one (1) calendar year.

PART 2 PRODUCTS (not used)

PART 3 EXECUTION (not used)

END of SECTION 01100

**SECTION 01251
CONTRACT MODIFICATION**

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for handling and processing Contract modifications.

1.3 REQUESTS for INFORMATION (RFI)

- A. It is the responsibility of the Contractor to promptly inform the Owner, and no later than ten (10) days from the date the Contractor and/or Subcontractor knew or should have known to inform the Owner, of any unforeseen site conditions or conflicts, or of any additional permit requirements or code-required changes, and to request clarification prior to initiating any such related work. No additional payment, consideration for claim, dispute or relief of liquidated damages will be made to the Contractor for failure to promptly notify Owner of any issues, and to promptly provide detailed information on the impacts to cost and/or schedule.
- B. All Request for Information (RFI) clarifications by the Contractor shall be submitted in writing and numbered, clearly identifying the issue by location, referenced drawings sheet or specification, and shall propose a possible solution, an estimated cost, an estimated schedule impact and a desired timeline for response.
- C. The Owner upon receipt of a RFI will make an initial determination if the request is complete and valid, and shall determine the appropriate method of response. All Owner responses will be in writing to the Contractor within 72 hours of the initial receipt of the request.
- D. Except for emergency actions the Contractor may not proceed with any specific work or related work until the Owner responds to the RFI. If the Contractor takes any action or proceeds with any work without clarification or authorization, all work and related work may be subject to rejection by the Owner with no subsequent adjustment to Contract performance schedule or compensation for cost.

1.4 MINOR CHANGES in SCOPE of WORK

- A. When necessary, Owner will issue supplemental instructions authorizing Minor Changes in the Work not involving adjustment to either the Contract Price or the Contract Time. All supplemental instructions will be made in writing and may include, but not be limited to, Architectural Supplemental Instructions ("ASI") or Field Change Directives ("FCD").
- B. If the Contractor disagrees with the Owners determination on Contract Price and/or Contract Time, the Contractor may request reconsideration under the General Conditions Disputes and Claims Process.

1.5 CHANGE PROPOSAL REQUESTS

- A. Owner-Initiated Change Proposal Requests: When appropriate, Owner will issue a detailed description of proposed changes in the Work and request that the Contractor submit a proposal for those changes that may require adjustment to the Contract. If necessary the description will be accompanied by supplemental or revised Drawings and/or Specifications.
1. Change Proposal Requests are not actionable until authorized in written form by either a Field Change Directive or a Change Order by the Owner.
 2. Unless otherwise specified, within ten (10) days after receipt of Change Proposal Request Contractor shall submit a quotation estimating adjustments to the Contract Sum and/or Contract Time necessary to execute the change, as follows:
 - a. Include a list of quantities of products required or eliminated, along with unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and profit and overhead. Submitted total shall represent total reimbursement required by Contractor for the additional work, including materials, labor, equipment, supervision, and insurance and bonding.
 - c. Submit an updated Contractor's Construction Schedule that indicates the effect of the change.
- B. Contractor-Initiated Change Proposal Requests: The Contractor may propose changes to the Contract by submitting a written Change Proposal Request to the Owner. At minimum each request shall:
1. Include a statement outlining reasons for the change and the effect of the change on the base contract. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and/or the Contract Time.
 2. Include a list of quantities of products required or eliminated, along with unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 3. Indicate applicable taxes, delivery charges, equipment rental, and profit and overhead. Submitted total shall represent total reimbursement required by the Contractor for the additional work.
 4. Include an updated Contractor's Construction Schedule that indicates the effect of the change.
 5. The Owner upon receipt of a Change Proposal will make an initial determination if the request is complete and valid, and shall determine the appropriate method of response. All Owner responses will be in writing to the Contractor.
 6. Except for emergency actions, the Contractor may not proceed with any specific work or related work until the Owner responds to the Change Proposal and has provided approval. If the Contractor takes any action or proceeds with any work without authorization, all work and related work may be subject to rejection by the Owner with no subsequent adjustment to Contract performance schedule or compensation for cost.

7. Pursuant to the General Conditions the Owner may either accept the Contractor's Proposal, reject the Contractor's Proposal, or negotiate the terms of the Contractor's Proposal.

1.6 FIELD CHANGE DIRECTIVE (FCD)

- A. The Owner, in order to facilitate the construction schedule and completion of the work, may authorize work to proceed prior to implementation of a Change Order by means of a written Field Change Directive (FCD) delivered by fax, by e-mail or by hand to the Contractor. An FCD will provide a detailed description of the change in the scope of Work, and will designate a method by which to determine either the cost of the Work or the performance Time. If no actual lump sum cost was previously agreed to between the Owner and the Contractor, a basis for payment and Not-to-Exceed amount will be established. At no time shall the Contractor exceed the amount authorized without subsequent approval and direction from Owner. Should the Contract exceed the amount authorized without approval, the Owner has no obligation to compensate the Contractor for performing the unauthorized work, and may require the Contractor to make restorations at Contractor's sole expense.
- B. Written Field Change Directives will subsequently be followed with a Written Change Order to the Contract in accordance with the General Conditions.
- C. In urgent or emergency situations the Owner may authorize verbal Field Change Directives to the Contractor in the field which will subsequently be followed by a Written Field Change Directive to the Contractor. Contractor shall immediately notify the Owner if they disagree with any provision of the Field Change Directive.

PART 2 PRODUCTS (not used)

PART 3 EXECUTION (not used)

END of SECTION 01251

**SECTION 01290
PAYMENT PROCEDURES**

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This section specifies administrative and procedural requirements necessary to prepare and process Application for Payment.

1.3 APPLICATIONS for PAYMENT

- A. Each application for payment shall be consistent with previous applications and payments as certified by and paid for by Owner. Application for Progress Payment, Application for Payment upon completion of all field work, and Final Application for Payment and Request to Release Retainage upon satisfaction of all close-out requirements each involve specific requirements. Separate procedures for the Contractor submitting Prevailing Wage Certified Payroll, Workforce Training and Hiring, MWESB reports and other program requirements will be outlined at the Pre-Construction Meeting.
- B. Pursuant to the General Conditions, the Contractor upon receipt of Notice to Proceed shall inform the Owner in writing on holding Retainage in an interest bearing or non-interest bearing account. If no request is received by the Owner upon receipt of the first Application for Progress Payment all retainage will be held by the Owner in a non-interest bearing account.
- C. Payment Application Schedule:
 - 1. Progress Payments shall be monthly for the work completed within the subject month. Initial Progress Pay Application may roll-up incidental prior month work. Submit Preliminary Progress Payment Application Draft 3 days prior to the end of the month for initial Owner review. Submit Fully Executed Progress Payment Application no later than the first day of each month.
 - 2. Final Progress Payment Request for work shall be made upon Owners issuance of Final Field Work Completion Notice, which is at such time as the Owner has determined satisfactory completion of all punchlist work that was issued under the Substantial Completion Notice.
 - 3. Final Payment Request to Release Retainage shall be upon Owners receipt and approval of all Contract Closeout documents. Upon release of retainage and satisfactory completion of any and all Contract Requirements the Owner shall issue a Notice of Final Acceptance Letter to the Contractor.

- D. Payment Application Forms: Use the Owners forms 103 and 103a as form for Application for Payment. Writable electronic copies are available upon request. On Progress Payment Applications, use Owners form for claim waiver and release for progress payments. On Final Payment Application use Owner form for claim waiver and release for final payment/retainage release, and include Consent of Surety to Final Payment.
- E. Payment Application Preparation: Complete every entry on the Application for Payment form and applicable Claim Waiver and Release Form. Only include work that is estimated to be completed within the last day of the construction period as authorized by the original Contract, plus any fully executed Change Orders. Do not include work authorized by Field Change Directive that has not been codified and approved by fully executed Change Order.
1. Execute by a person authorized to sign legal documents on behalf of the Contractor.
 2. Notarize Payment Application Form.
 3. Transmit two (2) signed original copies of all required documents to Owner.
 4. Transmittal letter/memo shall indicate date of transmittal, list of all attachments and payment application type/number.
- F. Draft/Preliminary Pay Application Review. Contractor to submit to Owners Representative within 3 days of the end of the month a Draft/Preliminary Pay Application for informal review of claimed % of base and alternate work performed, including any fully-executed change order work performed, and a calculation of any work performed using unit prices. This informal review will facilitate and expedite processing of the final pay application request.
- G. Incomplete Payment Applications. Owner will return incomplete applications to the Contractor with notice of deficiencies. Until a corrected and resubmitted Payment Application is received, no further action by the Owner will be taken to process payment application. The Owner may make and approve minor technical changes to Payment Applications.
- H. Complete Payment Applications. Owner in conformance with General Conditions regarding prompt payment to Contractor and internal procedures typically processes payment applications and issues check by mail to the Contractor within two weeks of receipt of complete payment applications with all submittals.
- I. Owner's Payment Application Review Process. The following is a summary of key actions, submittals and procedures that must precede or coincide processing of Payment Applications. Specifically it is not intended to list each and every action by the Owner, nor limit nor obligate any review of Contractor-submitted Payment Applications.
1. Initial Application for Progress Payment. Receipt and approval of any Prevailing Wage or other Contract requirements. Receipt and approval of all required pre-construction submittals: schedule of values, schedule of work, approved Subcontractor List, and any licenses, permits and/or authorizations from jurisdictions for performing the work; review and approval of percent of work completed; form notarized; Claim Waiver and Release Form for Progress Payments; proper execution..
 2. Application for Progress Payments. Receipt and approval of any Prevailing Wage or other Contract requirements. Receipt and approval of all construction submittals: updated progress schedule, conformance with Drawing and Technical Specifications requirements, and

regulatory permits; review and approval of percent of work completed, form notarized; Claim Waiver and Release Form for Progress Payments; proper execution.

3. Application for Final Progress Payment for work. Receipt and approval of any Prevailing Wage or other Contract compliance requirements. Receipt and approval of all construction submittals: updated progress schedule, conformance of Drawings and Technical Specifications requirements and regulatory permits; review and approval of all field work completed; form notarized; Claim Waiver and Release Form for Progress Payments; proper execution, review and approval of Substantial Completion Punchlist; re-inspection and issuance of Final Field Work Completion Notice.
4. Application for Final Payment Release of Retainage. Receipt and approval of any Prevailing Wage or other Contract compliance requirements. Review and approval of all Closeout documents, form notarized, proper execution, claim waiver and release for final payment/retainage release and Consent of Surety to final payment. Owner reserves the exclusive right to release none or sum the retainage upon satisfactory completion of all Punchlist work and reaching Final Field Work completion.
5. Upon release of all retainage and making final payment, Owner will issue an Acceptance Letter to the Contractor.

PART 2 PRODUCTS (not used)

PART 3 EXECUTION (not used)

END of SECTION 01290

**SECTION 01300
PROJECT MANAGEMENT**

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.
- B. It is the Contractor's sole responsibility to timely submit any and all required Submittals to the Owner for review. Contractor shall prioritize and indicate critical review timelines for all product, shop drawings and other required submittals to assist in the timely review.
- C. Contractor shall retain and pay for as part of the Base Bid any necessary engineer or other specialist to prepare any soil manifesting, UST removal reports, required shop drawings, detail drawings, allowance work drawings or other work necessary to comply with the Drawings and Technical Specifications.

1.2 SUMMARY

- A. This section includes administrative provisions for coordinating construction operations on the Project including, but not limited to, the following:
 - 1. General project coordination procedures
 - 2. Coordination of drawings
 - 3. Administrative and supervisory personnel
 - 4. Project meetings
- B. Related Sections: The following Sections contain requirements that relate to this section:
 - 1. Division 1 Section 01010 Summary of Work
 - 2. Division 1 Section 01771 Closeout Procedures

1.3 COORDINATION

- A. Coordinate construction operations included in various sections of the specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections that depend on each other for proper installation, connection and operation.
 - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.

2. Coordinate installation of different components with other contractors to ensure maximum accessibility for required maintenance, service and repair.
 3. Make adequate provisions to accommodate items scheduled for later installation.
- B. Coordination with others: The contractor is required to accommodate and cooperate with construction performed by other utilities, agencies and contractors working in the area.
- C. If necessary, prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports and list of attendees at meetings.
- D. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities with other contractors to avoid other conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
1. Preparation of Contractor's Construction Schedule
 2. Installation and removal of temporary facilities and controls
 3. Delivery and processing of submittals
 4. Progress meetings
 5. Project Closeout activities

1.4 SUBMITTALS

- A. Staff Names: At the preconstruction meeting, prior to the start of construction operations, submit a list of principal staff assignments, including superintendent and other personnel in attendance at Project site.
- B. Identify individuals and their duties and responsibilities; list address and telephone numbers, including office telephone and cell phone numbers. Provide names, addresses and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project. Post copies of list in Project meeting room, in temporary field office, and by each temporary telephone.
- C. Provide at the preconstruction meeting for Owner's approval prior to work commencing: proposed subcontractor list, work schedule, schedule of values, pre-demolition waste management plan and any other pre-construction work documentation required.
- D. Provide at the weekly progress meetings updated schedule, log information, issues open/closed and other status and update reports.

1.5 PROJECT MEETINGS

- A. General: Owner in coordination with Contractor and others, shall schedule and conduct meetings and conferences at Project site, unless otherwise indicated.
- B. A preconstruction meeting is required with Owner as well as other preconstruction permit and regulatory agency meetings as may be further specified in Section 010100.

- C. Attendees: Owner in coordination with Contractor and others, shall establish a date and time of each project meeting. Upon mobilization on the site, weekly progress meetings shall be held unless otherwise specified in writing by Owner.
- D. Agenda: Owner in coordination with Contractor shall prepare an Agenda and distribute to all invited at least two (2) days prior to the meeting. The Agenda shall cover the following general topics:
1. Review of Contractor's 3 week out short term schedule.
 2. Review of the Submittal Log.
 3. Review of RFI Log.
 4. Review of Field Change Directive and Change Order Log.
 5. Issues Log indicating old/new issues, person to resolve, timeline to resolve and open/closed status.
- E. Minutes: Owner shall record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect/Engineer, within two (2) days of meeting. Unless otherwise objected to, minutes will become final five (5) days after the meeting.
- F. Cost Review Meetings: Owner and Contractor may establish other meetings to discuss cost Proposal Requests, T&M extra work sheets, changes to schedule etc as may be necessary. Results of these discussions will be shared between the parties.

PART 2 PRODUCTS (not used)

PART 3 EXECUTION (not used)

END of SECTION 01300

SECTION 01460

LEAD-BASED PAINT NOTIFICATION

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section serves as a disclaimer that certain building materials may possibly contain Lead-Based Paint (LBP) in some non-actionable quantity.
- B. As certain building materials may contain surfaces upon which LBP may be present, demolition or renovation activities could potentially disturb those surfaces and release lead into the environment resulting in the risk of worker exposure. Therefore Contractor must assure that all workers follow a regimen of lead-safe work practices. Contractor must also abide by all prevailing rules and regulations of authorities having jurisdiction regarding worker safety.
- C. No specific LBP hazards have been identified, and no abatement work is either required or indicated during the course of this Project.
- D. If the Contractor encounters any substantive lead-based paint that is suspected to be actionable and in "poor" condition that may require any type of abatement, immediately notify the Owner.
- E. Any lead-based paint abatement work must be undertaken in conformance of the State of Oregon, Department of Human Services ("DHS") regulations. All lead-based paint abatement work shall be undertaken by a DHS Certified Lead Based Paint Abatement Firm who is certified for "abatement work" and further certified to undertake such work in "residential and non-residential structures."
- F. The Contractor is responsible for the health and safety of its workers regarding the release of lead into the environment from disturbing building components containing any quantity of LBP. Costs incurred for protection of the health of workers shall be included in the total bid schedule price for this Project. The Owner accepts no responsibility for the Contractor's employee monitoring, and is to be held harmless from any legal action taken with regard to exposure to lead as a result of the work on this Project.
- G. Where there is a conflict in requirements set forth in these regulations and standards and those of all prevailing authorities having jurisdiction, the Contractor is to meet the more stringent requirement.

H. References for Lead Related Work:

1. Code of Federal Regulations: 29 CFR 1910.20; 29 CFR 1910.134; 29 CFR 1910.1025; 29 CFR 1926.62; 29 CFR 1926.59; 49 CFR 173, 178, and 179.
2. Oregon Administrative Rules: OAR 437 1926.62.
3. State of Oregon Department of Human Services (“DHS”)
4. National Institute for Occupational Safety and Health (NIOSH).
5. Occupational Safety and Health Administration (OSHA)
6. Lead Paint Safety – A Field Guide for Painting, Home Maintenance, and Renovation Work: www.hud.gov/lea/LBPguide.pdf

1.3 GENERAL REQUIREMENTS

- A. Contractor shall follow all applicable local, State and Federal laws and regulations regarding potential worker exposure to LBP during building demolition or renovation.
- B. Contractor shall employ lead-safe work practices (as found in the Field Guide – *Lead Paint Safety*) and all necessary precautions to prevent or minimize the potential release of lead into the air or into the surrounding environment in the form of chips, flakes, dust, fumes or mist from activities that disturb building materials containing any quantity of lead.
- C. Contractor shall inform all workers and supervisory personnel who will be at the job site of the potential presence of lead, of the hazards in working with building materials that contain lead in any quantity, and of the necessary precautions and lead-safe work practices required to reduce the potential for exposure when working with building components where lead may potentially be present.
- D. Review background environmental information thoroughly, and inspect the Site thoroughly before commencing demolition or renovation activities.
- E. The Contractor shall follow all applicable Oregon OSHA prescriptions, and provide personal air monitoring and a medical surveillance program, when required, for regulatory compliance.
- F. Contractor shall control airborne particulates at all times. If airborne particulates are not adequately controlled, and if the Owner has any cause to suspect that the particulates may potentially contain LBP in any quantity, the Owner may direct the Contractor to modify or cease operations, as necessary, and at no additional cost to the Owner, until particulate emissions are adequately controlled.
- G. Contractor shall perform at Contractor’s sole expense any required tests for proper disposal of building materials.

1.4 NOTIFICATIONS

- A. The Contractor is responsible for alerting any reclamation or salvage operation that would receive salvage or recycled building materials generated from this Site of the potential that the materials may contain non-actionable LBP in some quantity.

1.5 DEFINITIONS

- A. Actionable: A condition where the quantity of lead in the paint on a building component triggers the component as a lead-based paint hazard by the Environmental Protection Agency if the paint is disturbed. LBP that is in "poor" condition, peeling and flaking requires abatement actions to minimize impacts.
- B. Non-Actionable: The condition of a component containing a quantity of leaded paint that does not trigger the component as a lead-based paint hazard as identified by the Environmental Protection Agency, although disturbing the paint may be regulated by OSHA or Oregon OSHA.
- C. Lead-Based Paint: Paint in which the quantity of lead is at or greater than 5000 parts per million, or 5000 micrograms per gram.
- D. Lead Paint Hazard: A condition when the quantity of lead in the paint on a building component exceeds the minimum threshold of 5000 parts per million, and is therefore is considered actionable by the Environmental Protection Agency if the paint is disturbed. LBP that is in "poor" condition peeling and flaking requires abatement actions to minimize impacts.
- E. Lead-Safe Work Practices: Work methods utilized to minimize contamination of the environment when disturbing paint that is either known or suspected of containing lead in any quantity. Lead-safe work practices include, but are not limited to: working wet, not employing mechanical sanding or sandblasting equipment without a HEPA filter, not using a heat gun over 750 watts to remove paint, using containments and barriers to keep dust and chips from migrating from the work site into the environment. Lead-Safe work practices may be found in the HUD brochure *Lead Paint Safety – A Field Guide for Painting, Home Maintenance, and Renovation Work*.

PART 2 - PRODUCTS

2.1 PERSONAL PROTECTIVE EQUIPMENT (PPE)

- A. Contractor shall provide all workers with the necessary personal protective equipment and training necessary to protect them from potential exposure to lead hazards including, but not limited to: protective clothing, respirators, eye protection and sanitary facilities including compliance with all OR-OSHA requirements.
- B. Contractor shall use the proper equipment when employing lead-safe work practices when working with building materials suspected of containing lead in any form or quantity.
- C. Contractor is responsible for any disclosure of lead based paint in any materials salvaged or recycled by the Contractor for disposal and/or reuse off site.

PART 3 - EXECUTION (not used)

END of SECTION 01460

SECTION 01500
TEMPORARY CONTROLS

PART 1 GENERAL

1.1 SECTION INCLUDES:

- A. Temporary Controls: Barriers, enclosures and fencing
- B. Waste removal facilities and services

1.2 BARRIERS and BARRICADES

- A. Provide barriers to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from damage due to operations. Allow for Owner's accessibility of Project Site.
- B. Provide barricades and covered walkways as may be required by local governing authorities for public rights-of-way.
- C. Protect stored materials, site, structures, pedestrians and general vehicular traffic from harm.

1.3 FENCING

- A. Provide fencing where indicated on engineered drawings.
- B. Designated entrance gates shall be locked at all times when site is unattended.
- C. Double lock main entrance gate with Owner-furnished lock. Site access may need to be coordinated with other site contractors.
- D. Owner is to be provided access to site at all times.

1.4 WASTE REMOVAL

- A. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.
- B. Do not allow waste materials to accumulate on site to create either a health or safety hazard.
- C. If materials to be recycled or reused on the project must be stored on-site, provide suitable non-combustible containers for their storage. See other Section for details on demo waste salvage, recycling and sustainable requirements.

PART 2 PRODUCTS (not used)

PART 3 EXECUTION (not used)

END of SECTION 01500

SECTION 01700 EXECUTION REQUIREMENTS

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes general procedural requirements governing execution of the Work including, but not limited to, the following:
 - 1. Existing conditions
 - 2. Protection of adjacent properties
 - 3. Correction of the Work

1.3 SUBMITTALS

- A. Follow all project management procedures as set forth in Section 01010 -- Summary of Work and Section 01300 -- Project Management.
- B. Submit all submittals as set forth in Section 01330 -- Submittals.

PART 2 PRODUCTS (not used)

PART 3 EXECUTION

3.1 EXAMINATION

- A. Existing Conditions: The existence and location of site improvements, utilities, and other construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of all existing conditions and other construction affecting the Work.
- B. Existing Utilities: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities and other construction affecting the Work.
- C. Acceptance of Conditions: Examine substrates, areas of Work and conditions with Excavator, Installer or Applicator for compliance with requirements for installation tolerances and other conditions affecting performance.
 - 1. Examine existing surfaces for suitable conditions where products and systems are to be installed.

2. Proceed with Work only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Existing Utility Information: Furnish information to local utility that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction. Do not interrupt utilities serving facilities occupied by others.
- B. Field Surveying and Staking: The Contractor is required to perform all field surveying and construction staking for the project, and shall take field measurements as required to fit the Work properly.
- C. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Owner. Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents.

3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings with existing conditions. If discrepancies are discovered, notify Owner promptly.
- B. Site Improvements: Locate and lay out site improvements, including grading and fill.

3.4 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated. Make vertical work plumb and make horizontal work level.
- B. Conduct construction operations so no part of the Work is subjected to agitation or damage. Do not load in excess of that expected during normal conditions of occupancy.
- C. Tools and Equipment: Do not use tools or equipment that produces harmful noise levels.
- D. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.
- E. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.
- F. Limiting Exposures: Supervise construction and excavation operations to assure that no part of the adjacent structures is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the demolition period.

3.5 PROTECTION of INSTALLED CONSTRUCTION and ADJACENT PROPERTIES

- A. Provide final protection and maintain conditions that ensure installed Work and adjacent properties are without damage or deterioration at time of Substantial Completion.

3.6 CORRECTION of the WORK

- A. Repair or remove and replace defective construction. Repairing includes replacing defective parts and refinishing damaged surfaces.

3.7 MATERIALS TESTING and SPECIAL INSPECTIONS SERVICES

- A. Special Inspection for Structural Backfill is not required on this project:
 - 1. Should Special Inspections become required, the Owner will retain an Independent Testing Agency Special Inspector to inspect any placement of compacted structural back fill.
 - 2. The Owner shall retain and bear the cost of all required and necessary material density testing and Special Inspector reviews. The Owner will provide the Contractor with the name and contact information of the testing agent, and the Contractor shall make all necessary arrangements with the testing agent for all required tests and inspections, including passing proctor of proposed fill material.
 - 3. The Contractor shall cooperate with the Special Inspector and follow all instructions consistent with the work outlined in the Contract.
 - a. Any instructions on work outside the terms of the Contract shall be immediately brought to the Owner's Representative's attention.
 - b. Any work performed without expressed approval of the Owner is not subject to reimbursement.
 - c. In the event that any test or inspection fails or is otherwise deemed not satisfactory to the Special Inspector or the General Building Permit, the Contractor is solely responsible for any and all actions necessary to pass the testing protocols including, but not limited to: materials, labor and/or equipment. Any re-testing services necessary or required will be at Contractor's sole expense and responsibility, and shall be deducted from the final Contract payment.
- B. All Contractor coordination costs related to Special Inspections are considered part of the Contract Price and/or Unit Prices as "General Conditions" and no reimbursement or claim will be made for additional superintendence, bonding or insurance for any coordination actions as may be necessary.
- C. Employment of agency in no way relieves Contractor of obligation to perform Work in accordance with requirements of Contract documents.

END of SECTION 01700

**SECTION 01715
CONSTRUCTION WASTE MANAGEMENT**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for the following:
 - 1. Salvaging non-hazardous demolition waste
 - 2. Recycling non-hazardous demolition waste
 - 3. Reusing non-hazardous demolition waste
 - 4. Disposing of non-hazardous demolition waste
- B. Specifically, this section does not cover any requirements for handling hazardous or regulated waste. Contractor shall contact Owner immediately when any hazardous or regulated waste is encountered pursuant to the General Conditions.
- C. Owner encourages Salvage for Reuse to the maximum extent practicable, net waste disposal at landfill only when absolutely unavoidable, and Recycling of all other waste materials.

1.3 DEFINITIONS

- A. Demolition Waste: Solid wastes typically including building materials, trash, debris and rubble resulting from demolition activities. Demolition Waste may be recyclable, salvageable, or otherwise destined as Net Landfill Waste.
- B. General Disposal/Trash: Any product or material unable to be reused, recycled or salvaged. General Disposal/Trash will ultimately terminate as Net Landfill Waste.
- C. Net Landfill Waste: Materials destined for General Disposal that have no value or benefit in being either Recycled, Reused or Salvaged.
- D. Recycle: Recovery of demolition waste for subsequent processing into a new usable material.
- E. Salvage: Recovery of demolition waste to be employed in its original purpose or function. This includes all salvage of demolition work that is not otherwise specifically identified for salvage for the Owner and/or salvage for reuse as part of the Work.
- F. Waste Management Plan: Plan to make maximum environmental and economic use of Demolition Waste in a safe and efficient manner.

1.4 PERFORMANCE REQUIREMENTS

A. General: Develop Waste Management Plan that results in efficient use of resources.

1. Salvage:

- a) Minimum of 50% of all wall studs. Manifest in board feet and provide tally of salvaged studs to total existing.
- b) Minimum of 85% of all structural roofing materials, including: joists, rafters, purlins, etc. Manifest in board feet and provide tally of salvaged structural roofing materials to total existing.
- c) Minimum of 90% of all beams and columns. Manifest in board feet and provide tally of salvaged beams and columns to total existing.
- d) All usable doors. Manifest by item.
- e) All usable equipment. Manifest by item.
- f) All usable light fixtures. Manifest by item.
- g) All usable plumbing fixtures. Manifest by item.
- h) All other salvageable materials. Manifest by item.

2. Recycling:

- a) All wood materials not salvageable. Manifest in tonnage.
- b) All concrete, CMU, brick and A/C material, including: walls, slabs, post piers, foundations and footings, and parking pads. Manifest in tonnage.
- c) All metal, by type. Manifest in tonnage.
- d) All other recyclable materials of value. Manifest in tonnage.

3. Divert as net landfill waste only non-salvageable or non-recyclable materials that may include: plaster, gypsum, insulation, carpet and carpet pad, etc. No more than 5% of demolition waste shall be diverted as Net Landfill Waste. Manifest in tonnage.

B. Contractor shall provide total of salvaged and recycled materials as a percentage of total demolition waste documented on the *Post-Demolition Waste Reduction Actual* form provided by the Owner. This form shall be submitted as part of closeout documents.

1.5 SUBMITTALS

A. Waste Management Plan: Contractor shall execute the Office of Sustainable Development Commercial Construction Project form and provide Owner a copy. In addition, Contractor shall submit five (5) copies of a detailed Waste Management Plan prior to commencing demolition activities.

B. Waste Reduction forms: Contractor shall submit waste reduction form (supplied by Owner) as follows:

- 1. With the initial Waste Management Plan the Contractor shall submit a Pre-Demolition Waste Reduction form indicating the amount of recycling, salvaging and general disposal that is estimated to occur on the project.
- 2. With the final payment the Contractor shall submit a Post-Demolition Waste Reduction form indicating the actual amount of recycling, salvaging and general disposal that actually occurred on the Project.

C. Waste Reduction Progress Reports: Concurrent with each Application for Payment for a period in which disposal of demolition waste occurred the Contractor shall be prepared to submit upon

Owner's request two copies of a Waste Reduction Progress Report on materials removed from the Site to include the following information:

1. Material category
 2. Generation point of waste
 3. Percentage of waste as calculated as an estimate of the total project
 4. Percentage of salvage as calculated as an estimate of the total project
 5. Percentage of recyclable materials as calculated as an estimate of the total project
- D. Records of Donations: Indicate receipt and acceptance of salvageable waste donated to individuals and organizations. Indicate whether organization is tax exempt.
- E. Records of Sales: Indicate receipt and acceptance of salvageable waste sold to individuals and organizations. Indicate whether organization is tax exempt.
- F. Records of Gifts: Indicate receipt and acceptance of salvageable waste given to individuals at no cost. Receipt shall bear the type and quantity of material, the receiver's name and contact information clearly printed, and the receiver's signature.
- G. Recycling and Processing Facility Records: Indicate receipt and acceptance of recyclable waste by recycling and processing facilities licensed to accept them. Include manifests, weight tickets, receipts and invoices.
- H. Landfill and Incinerator Disposal Records: Indicate receipt and acceptance of waste by landfills and incinerator facilities licensed to accept them. Include manifests, weight tickets, receipts and invoices.

1.6 QUALITY ASSURANCE

- A. Contractor shall designate a Waste Management Coordinator to supervise the recycling and salvaging activities.
- B. Regulatory Requirements: Comply with hauling and disposal regulations of authorities having jurisdiction.
- C. Waste Management Conference: Prior to commencement of demolition activities the Contractor shall meet with crew and pertinent subcontractors at the Project Site to review methods and procedures related to waste management including, but not limited to:
1. Reviewing and discussing the Waste Management Plan.
 2. Reviewing the process of documenting the quantities of each type of waste and its disposition.
 3. Reviewing and finalizing procedures for materials separation.

1.7 WASTE MANAGEMENT PLAN

- A. General: By submitting a bid the Contractor agrees to develop a plan consisting of waste identification and waste reduction. The Plan will indicate quantities by either weight or volume, and

the Contractor will use the same units of measures consistently throughout the Waste Management Plan.

- B. Waste Identification: Indicate anticipated types and quantities of demolition waste generated by the Work. Include estimated quantities, and the assumptions made for the estimates.
- C. Waste Reduction Work Plan: List each type of waste and whether it will be recycled, salvaged or disposed of either as net landfill waste or incinerated. Include points of waste generation, total quantity of each type of waste, quantity for each means of recovery, and handling and transportation procedures.
 - 1. Salvaged Materials for Sale: For materials that will be sold to individuals and organizations, include lists of their names, their addresses and their telephone numbers.
 - 2. Salvaged materials for Donation: For materials that will be donated to individuals and organizations, include lists of their names and contact information.
 - 3. Salvaged materials given as Gifts: For materials that will be given to individuals at no cost, include names and contact information.
 - 4. Recycled Materials: Include list of receivers and processors and type of recycled materials each will accept. Include lists of their names, their addresses and their telephone numbers.
 - 5. Disposed Materials: Indicate how and where materials will be disposed of. Include lists of their names, their addresses and their telephone numbers.
 - 6. Handling and Transportation Procedures: Include method that will be used for separating all recoverable waste. The Plan may include sizes of containers, container labeling and designated location(s) on Project site where materials separation will be located.
- D. Forms: Prepare and submit to the Owner completed Pre- and Post-Waste Reduction forms.

PART 2 - PRODUCTS (not used)

PART 3 - EXECUTION

3.1 PLAN IMPLEMENTATION

- A. General: Implement Waste Management Plan as approved by Owner. Provide handling, containers, storage, signage, transportation and other items as required to implement waste management operations during the entire duration of the Contract.
- B. Waste Management Coordinator: Designate a Waste Management Coordinator to be responsible for implementing, monitoring and reporting status of Waste Management Work Plan. Coordinator shall be an integral member of the project team for the duration of the Project.
- C. Training: Train workers, subcontractors and suppliers on proper waste management procedures as appropriate for the Work occurring at Project Site.
 - 1. Distribute Waste Management Plan to everyone concerned within three days of return of approved submittal.

2. Distribute Waste Management Plan to crew members and pertinent subcontractors when they first begin work on Site. Review plan procedures and locations established for salvage, recycling and disposal.
 3. Distribute to new crew members and pertinent subcontractors before they commence demolition activities.
- D. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways and other adjacent occupied and used facilities.

3.2 ON-SITE SALE of DEMOLITION WASTE

- A. Salvaged items and recycled materials shall not be sold on the Project Site.

3.3 DEMOLITION WASTE, General

- A. Ownership:

1. Unless otherwise noted, all demolition waste belongs to the Contractor. Any revenue generated from selling the materials belongs to the Contractor.
2. When applicable, Contractor is responsible for notifying all parties that receive demolition waste that the materials may potentially contain hazardous substances.

- B. Procedures:

1. Separate recyclable and salvageable demolition waste from general disposal waste, trash and debris to the maximum extent practical.
2. Inspect stockpiles for contamination, and remove contaminated materials if found.
3. Stockpile processed materials on site without intermixing with other materials. Place, grade and shape stockpiles to drain surface water. Cover to prevent windblown dust.
4. Store components off the ground and protect from the weather, as necessary.
5. Remove recyclable waste off Owner's property, and transport to an approved recycling receiver or processor.

3.4 DISPOSAL of WASTE

- A. General: Except for items or materials to be recycled, salvaged or reused, remove waste materials from Project Site and dispose of them appropriately and lawfully in a landfill or incinerator acceptable to authorities having jurisdiction.
- B. Accumulation: Except as otherwise specified, do not allow demolition waste to accumulate on site to the extent that it creates a work hazard.
- C. Transportation: Remove and transport demolition waste materials in a manner that will prevent spillage or effluence onto adjacent environs on adjacent areas and public roadways.

END of SECTION 01715

SECTION 01771 CLOSEOUT PROCEDURES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Notice of Substantial Completion and Punch list
 - 2. Re-inspection of Punch list Work and Final Field Work Completion
 - 3. Final Closeout Requirements
 - 4. Final Acceptance

1.3 SUBSTANTIAL COMPLETION

- A. The Contractor shall notify the Owner in writing at least seven (7) days in advance to schedule and request an inspection for Substantial Completion. Upon review of the request, Owner will determine if in general the work is substantially complete, or if the Contractor is to be notified of unfulfilled requirements.
- B. Contractor's request for inspection for Substantial Completion shall include a detailed itemized list of any and all incomplete Work, and a schedule for completion of the unfinished Work.
- C. Owner on date of scheduled inspection for Substantial Completion intends to review and inspect any and all parts of the work for conformance with the Contract. Contractor shall attend this scheduled inspection. Owner may mark deficient and/or non-conforming work in the field, and/or prepare a Punchlist of outstanding or deficient work that requires completion.
- D. Upon inspection for Substantial Completion and compilation of all Punch-list work, Owner shall determine if the work is substantially complete and issue a written Notice of Substantial Completion with outstanding Punchlist identified. If the Owner determines the work is not substantially complete, the Owner will notify Contractor of items that must be completed or corrected before the Notice of Substantial Completion will be issued.

1.4 REINSPECTION of PUNCH-LIST WORK

- A. Upon Notice of Substantial Completion the Contractor shall complete all Punchlist work within the specified Contract performance period. Upon completion of all Punchlist work Contractor shall notify the Owner in writing and request a re-inspection.
- B. Owner on date of scheduled Punch-list re-inspection intends to review and inspect all Punch-list work for conformance with the Contract. Contractor shall attend this scheduled inspection. Owner may mark deficient and/or non-conforming work in the field and/or prepare a second Punch-list of outstanding and/or deficient work.

- C. The process will repeat until all Punchlist work is satisfactorily completed. The Owner at sole discretion may flip minor Punchlist work into Warranty Work items to be completed within the warranty period.
- D. Upon satisfactory completion of all Punchlist work, Owner will issue a Certification of Substantial Completion. The Contractor shall then remove all equipment and temporary facilities from Project site. Contractor shall complete final broom sweep of the site, remove specified temporary erosion control and other temporary controls, and proceed to conduct any equipment and/or operations training.
- E. Upon satisfactory demobilization, Owner will issue a Notice of Final Field Work Completion which will denote that all field work is satisfactorily completed. Contractor shall then initiate all final closeout requirements.

1.5 FINAL CLOSEOUT

- A. Contractor shall submit to the Owner for review and approval all Contract Closeout submittals as required in the Contract to include but not limited to the following:
 - 1. Two (2) copies each with original signatures of (a) Final Application for Payment for Work with corresponding (b) Conditional Waiver and Release upon Final Payment, and (c) Final Application for Retainage (if applicable), with (d) Consent of Surety to Final Payment
 - 2. Final Certified Payroll, final Workforce Training and Hiring, MWESB and other required Contract documentation.
 - 3. Original Permits and evidence that all inspections have been satisfactorily performed and permits are closed.
 - 4. Submit one (1) set of As-Built drawings denoting any and all changes, unforeseen and other site conditions encountered during the work.
 - 5. Submit all other Division 1 and Technical Specification Closeout forms, assignment of warranties and other closeout requirements. Owner will provide a complete list to Contractor of required closeout submittals.

1.06 FINAL ACCEPTANCE

- A. Upon review and approval of all closeout documents, and review and approval of final Application for Payment, Owner will release final payment/retainage to the Contractor and issue Final Acceptance Letter.
- B. Unless otherwise set forth under the Contract, the Contractor shall be responsible for Warranty Period stated in the contract terms, which shall commence on the date of Substantial Completion of work.

PART 2 PRODUCTS (not used)

PART 3 EXECUTION (not used)

END of SECTION 01771

DEMOLITION OF BLOCK 26

834 NE MARTIN LUTHER KING JUNIOR BLVD
PORTLAND, OREGON



SPECIFICATIONS

April 16, 2010

BLOCK 26

834 NE MARTIN LUTHER KING JUNIOR BLVD
PORTLAND, OREGON

CIVIL ENGINEER

PORTLAND DEVELOPMENT COMMISSION
222 N.W. 5TH AVENUE
PORTLAND, OREGON 97209
PROJECT MANAGER: DAVID OBERN

KPFF CONSULTING ENGINEERS
111 S.W. FIFTH AVENUE, SUITE 2400
PORTLAND, OREGON 97204

EMERGENCY TELEPHONE NUMBERS

NW NATURAL GAS
M-F 7:00am-5pm 503-226-4211 Ext.413
TUE-THU 5:00am-7:00pm 503-226-4771
SAT 5:00am-7:00pm 503-226-4771
OUE571

OTI BEAUL OF MAINTENANCE
24 HOURS 1-800-673-1311
503-226-1700

POTENTIAL UNDERGROUND FACILITY OWNERS

Dig's Safety.
Call the Oregon Dig-Call Center
1-800-332-2344

ALONG IN EXCAVATION, REMOVES YOU TO FOLLOW RULES ADOPTED BY THE STATE OF OREGON. THESE RULES ARE SET FORTH IN OUR 2003-2010 THROUGH OUR OWNERS. THE RULES BY CALLING THE CENTER. THE TELEPHONE NUMBER FOR THE OREGON UTILITY NOTIFICATION CENTER IS (503) 226-1817.

1. ALL REVISIONS SHALL CONFORM TO THESE DOCUMENTS, THE CONSTRUCTION SPECIFICATIONS AND THE APPLICABLE REQUIREMENTS OF THE CITY OF PORTLAND, STATE OF OREGON AND FEDERAL REGULATIONS.
2. THE PLAN INDICATES COMPLETE ITEMS OF DEMOLITION ONLY AND IS NOT INTENDED TO INDICATE ALL REQUIRED DEMOLITION.
3. CONTRACTOR SHALL COMPLETELY REMOVE ALL WORK ABOVE IMPROVEMENTS ABOVE AND BELOW GRADE INCLUDING ASPHALT PAVEMENT, CONCRETE SLABS AND FOUNDATIONS AND UNDERGROUND UTILITIES.
4. CONTRACTOR TO REMOVE FROM THE SITE AND PROPERLY DISPOSE OF ALL DEMOLISHED ITEMS.
5. UTILITY EGRESS/EGRESS SHALL BE IN ACCORDANCE WITH THE CITY OF PORTLAND. THE CITY OF PORTLAND'S OTHER RULES ARE SET FORTH IN OUR 662-001-0010 THROUGH OUR 662-001-0060. YOU MAY OBTAIN COPIES OF THESE RULES FROM THE CENTER AT CALLING (503)466-2292-1897. IF YOU HAVE ANY QUESTIONS ABOUT THE RULES, YOU MAY CONTACT THE CALL CENTER AT (503)466-6699. YOU MUST NOTIFY THE CENTER AT LEAST 4 BUSINESS DAYS, BUT NOT MORE THAN 10 BUSINESS DAYS, BEFORE DEMOLITION OR DEMOLITION.
6. THE LOCATION OF UNDERGROUND FACILITIES SHOWN ON THESE PLANS ARE FOR INFORMATION ONLY AND ARE NOT GUARANTEED. CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION. CONTRACTOR SHALL INQUIRE OF ANY DISCREPANCIES ON THE PLANS.
7. CONTRACTOR IS REQUIRED TO SECURE SEPARATE PERMITS FROM THE CITY FOR ANY WORK IN THE PUBLIC RIGHT-OF-WAY.
8. DESIGN/EDUCATION/TRAFFIC CONTROL (ESD) IS REQUIRED ON THIS PROJECT. IMPLEMENTATION OF THE ESD AND THE CONSTRUCTION, MAINTENANCE, REPAIR/REPLACE, AND UPGRADE OF THESE FACILITIES IS THE RESPONSIBILITY OF THE CONTRACTOR UNIT. ALL DESIGN CONTROL MEASURES ARE APPROVED.
9. CONSTRUCTION OF ALL DESIGN CONTROL MEASURES SHALL BE IN ACCORDANCE WITH OUR 340-41-55 AND THE CITY OF PORTLAND. CONTRACTOR SHALL OBTAIN APPROVAL FROM ESD AND ESD CONTROL MEASURES PRIOR TO CONSTRUCTION OF WORK.
10. THE ESD MEASURES SHOWN ON THE PLAN ARE THE MINIMUM REQUIREMENTS FOR THE ANTICIPATED SITE CONDITIONS. CONTRACTOR SHALL PROVIDE ADDITIONAL ESD MEASURES AS REQUIRED TO PROTECT THE EXISTING AND REMAINING EXISTING LANE WIDTH DOES NOT LEAVE THE CONSTRUCTION SITE.
11. TOPOGRAPHIC AND BOUNDARY SURVEY INFORMATION PROVIDED BY ANY CONSULTING ENGINEERS, DATED APRIL 1, 2008, THE BASIS OF ELEVATIONS, THIS SURVEY IS BASED UPON THE CITY OF PORTLAND VERTICAL DATUM, REFERENCED EPOCH MARK NO. 4605, 2-1-77. BENCHMARK SET IN TOP OF CURB AT THE SE CORNER OF MARTIN LUTHER KING, JR. BLDG. AND NE 4605, 2-1-77. BENCHMARK ELEVATION = 104.56.
12. ALL TRAFFIC CONTROL, DEVICES AND PLANS SHALL CONFORM TO THE MINIMUM OF CURRENT TRAFFIC CONTROL DEVICES' (MUTCD) AND OREGON SUPPLEMENTS TO THE MUTCD COMPILER EDITION.
13. OWNER SHALL OBTAIN THE EDUCATION/TRAFFIC CONTROL APPROPRIATE SCD, ESD, AND CHECK THAT THE WORK IS BEING COMPLETED IN GENERAL CONFORMANCE WITH THE PLANS AND SPECIFICATIONS.
14. THE ENGINEER OR OWNER IS NOT RESPONSIBLE FOR THE SAFETY OF THE CONSTRUCTION OR HIS CREW. ALL OSHA REGULATIONS SHALL BE STRICTLY ADHERED TO IN THE PERFORMANCE OF THE WORK.
15. TRAFFIC CONTROL PLAN TO BE CITY FOR REVIEW AND APPROVAL. AT ALL TIMES, CONTRACTOR TO PROVIDE A TRAFFIC

VICINITY MAP
SCALE: 1" = 1000'



SHEET INDEX		
SHEET NUMBER	RECORD NUMBER	SHEET TITLE
C1.1	01	NOTES AND ABBREVIATIONS
C2.1	02	EXISTING CONDITIONS PLAN
C3.1	03	DEMOLITION PLAN
C3.2	04	FOUNDATION DETAILS
C4.1	05	GRADING AND RESTORATION PLAN
C5.1	06	EROSION AND SEDIMENT CONTROL PLAN
C5.2	07	EROSION AND SEDIMENT CONTROL DETAILS

		BLOCK 26 DEMOLITION NOTES AND ABBREVIATIONS	
RECORDING DATE	JOB No. 209946-01	SECTION	BY
DRAWN BY SEE	CHECKED BY SEE	BLOCK 26 DEMOLITION NOTES AND ABBREVIATIONS	
SCALE 1/8" = 1'-0"	DATE 04-16-2019	PREPARED BY SEE	CHECKED BY SEE

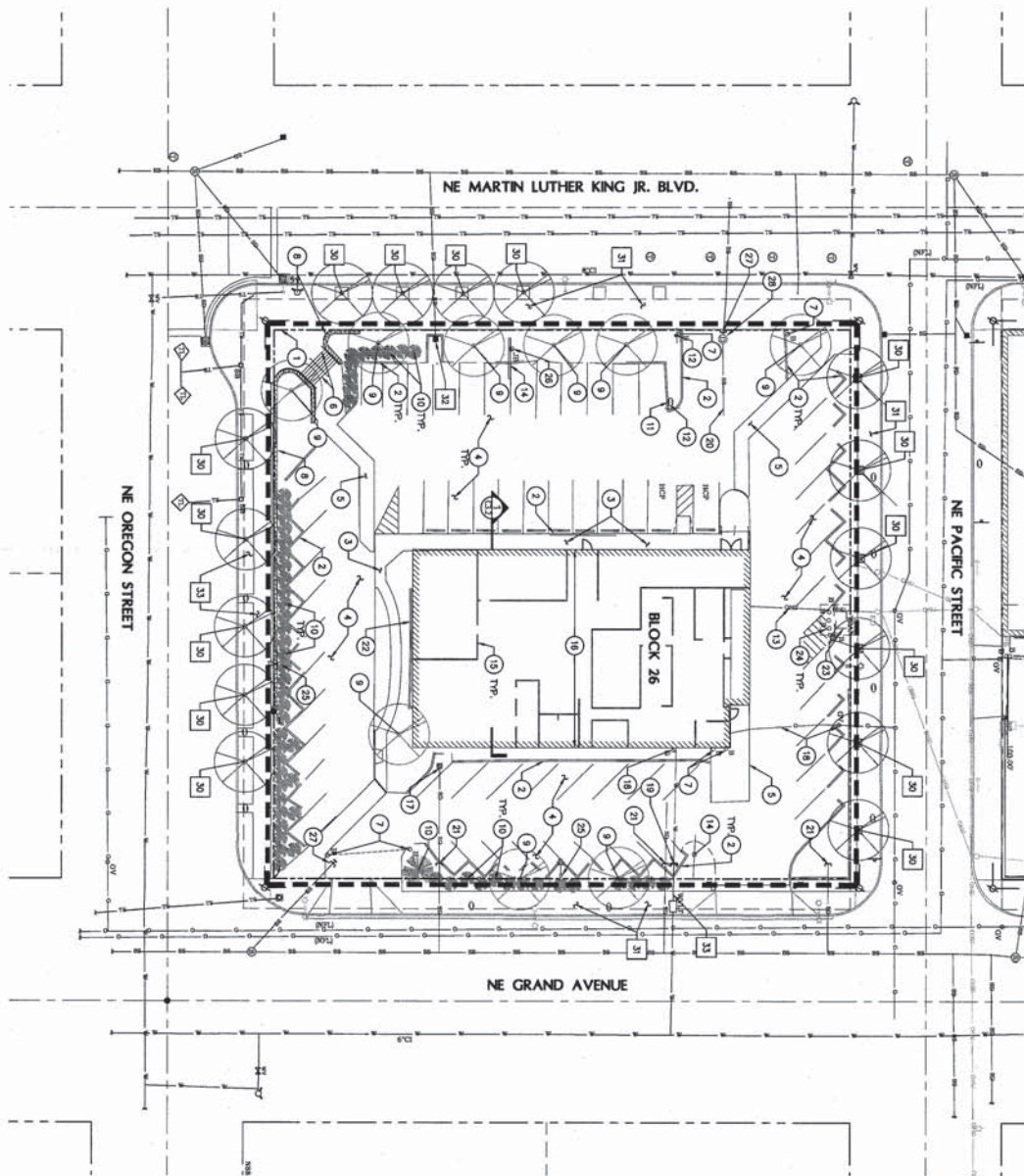
SCALE	1"=20'
CORRECTION BRITANNIA: NONE	
PROJECT NO.	3660-24
SHEET	1 OF 2

REGISTERED
PAUL B. BLACKMAN
LAND SURVEYOR
STATE OF MISSISSIPPI

Paul B. Blackman

MISSISSIPPI
SCHOOL OF
SURVEYING
1000 N. W. 101
DAVENPORT, MISSISSIPPI
39209

EXPIRES 12/31/09



DEMOLITION KEY NOTES

- 1 REMOVE CONCRETE AT JOINT.
- 2 REMOVE EXISTING CONCRETE CURB/WHEEL STOP.
- 3 REMOVE EXISTING CONCRETE SIDEWALK AND CONCRETE RAMP.
- 4 REMOVE 3" THICK ASPHALT PAVEMENT AND 6" THICK CRUSHED ROCK SUBGRADE.
- 5 REMOVE 6" CONCRETE PAVEMENT AND 6" THICK SUBGRADE.
- 6 REMOVE CONCRETE STAIR AND HANDRAIL.
- 7 REMOVE ROLLER.
- 8 REMOVE BRICK/CONCRETE RETAINING WALL AND CONCRETE FOOTING.
- 9 REMOVE EXISTING SHEDS.
- 10 REMOVE EXISTING SHEDS.
- 11 REMOVE EXISTING PARKING PAY STATION.
- 12 REMOVE EXISTING SIGN.
- 13 COORDINATE REMOVAL OF EXISTING OVERHEAD ELECTRICAL SERVICE WITH P&AL. CONTACT BUSINESS CENTER AT (888) 221-7070 TO COORDINATE WORK ORDER.
- 14 REMOVE EXISTING BUILDING/SIGN AND 4' X 4' X 4' CONCRETE FOUNDATION.
- 15 DEMOLISH AND REMOVE ALL EXISTING INTERIOR WALLS.
- 16 REMOVE EXISTING BUILDING STRUCTURE AND CONCRETE FOUNDATIONS. SEE DETAIL 1/C3.2.
- 17 REMOVE EXISTING CATCH BASIN AND ASSOCIATED LEAD PIPING.
- 18 REMOVE GAS PIPING AND CAP GAS SERVICE AT PROPERTY LINE. COORDINATE ANY QUESTIONS WITH NORTHWEST NATURAL GAS CONTRACTORS FID AT (503) 226-4211, EXT. 4398.
- 19 CAP EXISTING WATER SERVICE AT PROPERTY LINE. EXISTING WATER METER TO REMAIN.
- 20 REMOVE SANITARY SEWER PIPING.
- 21 FLUID STORM SERVICE WITHIN 5 FEET OF THE PROPERTY LINE.
- 22 REMOVE BRICK PLANTER.
- 23 EXISTING ELECTRICAL TRANSFORMER REMOVAL, N.T.C.
- 24 REMOVE CONCRETE PAD AND BOLLARDS. PROTECT EXISTING 4" ELECTRICAL CONDUIT FROM PAD TO POLE.
- 25 REMOVE EXISTING LIGHTING, ASSOCIATED CONDUIT AND WIRING.
- 26 REMOVE EXISTING ELECTRICAL JUNCTION BOX.
- 27 REMOVE SANITARY SEWER SERVICE WITHIN 5 FEET OF THE PROPERTY LINE.
- 28 REMOVE SANITARY SEWER MANHOLE.
- 29 PROTECT EXISTING TREE/VEGETATION.
- 30 PROTECT EXISTING CONCRETE SIDEWALK AND ALL EXISTING STRUCTURES IN THE PUBLIC RIGHT OF WAY.
- 31 PROTECT EXISTING STORM CATCH BASIN AND STORM LEAD.
- 32 PROTECT EXISTING 2" WATER METER AND SERVICE.

- # SHEET NOTES
1. CONTRACTOR MAY STAGE WITHIN LIMITS OF DEMOLITION.
 2. REMOVE ALL BUILDING COMPONENTS AND RECYCLE COMPONENTS AS REQUIRED IN THE SPECIFICATIONS.
 3. GENERAL DEMOLITION PERMIT SHALL BE SECURED BY THE OWNER.
 4. ALL TRUCK LICENSES AND PERMITS NECESSARY FOR THE DEMOLITION SHALL BE OBTAINED PRIOR TO COMMENCEMENT OF DEMOLITION.
 5. THE CONTRACTOR SHALL PRESERVE AND PROTECT ALL EXISTING UTILITIES AND STRUCTURES AND IN THE RIGHT OF WAY INCLUDING BUT NOT LIMITED TO: EXISTING UTILITIES, STRUCTURES, SIDEWALKS, STREET TREES, STREET LIGHTS, CURBS, PAVEMENT AND SIGN. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING AND OBTAINING ALL NECESSARY PERMITS AND LICENSES FOR ANY DAMAGED ITEMS TO ORIGINAL CONDITION.
 6. PROTECT ALL ITEMS ON ADJACENT PROPERTIES AND IN THE RIGHT OF WAY INCLUDING BUT NOT LIMITED TO: EXISTING UTILITIES, STRUCTURES, SIDEWALKS, STREET TREES, STREET LIGHTS, CURBS, PAVEMENT AND SIGN. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING AND OBTAINING ALL NECESSARY PERMITS AND LICENSES FOR ANY DAMAGED ITEMS TO ORIGINAL CONDITION.
 7. PROTECT STRUCTURES, UTILITIES, SIDEWALKS AND OTHER FACILITIES IMMEDIATELY ADJACENT TO EXISTING STRUCTURE. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING AND OBTAINING ALL NECESSARY PERMITS AND LICENSES FOR ANY DAMAGED ITEMS TO ORIGINAL CONDITION.
 8. SANITARY SEWER LINES IN SIDEWALK, AS NECESSARY.
 9. CONTRACTOR IS RESPONSIBLE TO CONTROL DUST AND NOISE DURING THE DEMOLITION PERIOD. ALL STREET SURFACES OUTSIDE THE CONSTRUCTION ZONE MUST BE KEPT CLEAN.
 10. ALL STORM AND SANITARY SEWERS TO BE CAPPED WITH WATER TIGHT CAP ON OWNERS SOLE WITHIN 5 FEET OF PROPERTY LINE.
 11. WATER VALVES TO BE SHUT-OFF AND CAPPED WITHIN 5 FEET OF PROPERTY LINE.
 12. ROOF BRANS ON BUILDING TO BE REMOVED AND CONDUIT PLUGGED ON OWNERS SOLE WITHIN 5 FEET OF PROPERTY LINE.
 13. CONTRACTOR SHALL REMOVE ALL UNDERGROUND PROVISION LINES.
 14. CONTRACTOR SHALL VERIFY THAT GAS AND SANITARY SEWERS ARE PROPERLY CAPPED AND CAPPED BEFORE PROCEEDING WITH DEMOLITION WORK.
 15. CONTRACTOR SHALL ASSURE ALL STRUCTURAL, CONCRETE FOUNDATIONS, RETAINING WALLS AND SOILS ARE STILL INTACT.

ESTIMATED QUANTITIES

- GRADE TO BE REMOVED = 88 CUBIC YARDS
- CONCRETE BUILDING FOOTINGS TO BE REMOVED = 60 CUBIC YARDS
- 5/8" CRUSHED ROCK BASE TO BE REMOVED = 88 CUBIC YARDS
- ASPHALT CONCRETE PAVEMENT TO BE REMOVED = 200 CUBIC YARDS
- CONCRETE PAVEMENT TO BE REMOVED = 10 CUBIC YARDS
- PAVEMENT CRUSHED ROCK BASE TO BE REMOVED = 450 CUBIC YARDS
- CONCRETE STAIR, RETAINING WALL AND RETAINING WALL FOUNDATION TO BE REMOVED = 31 CUBIC YARD

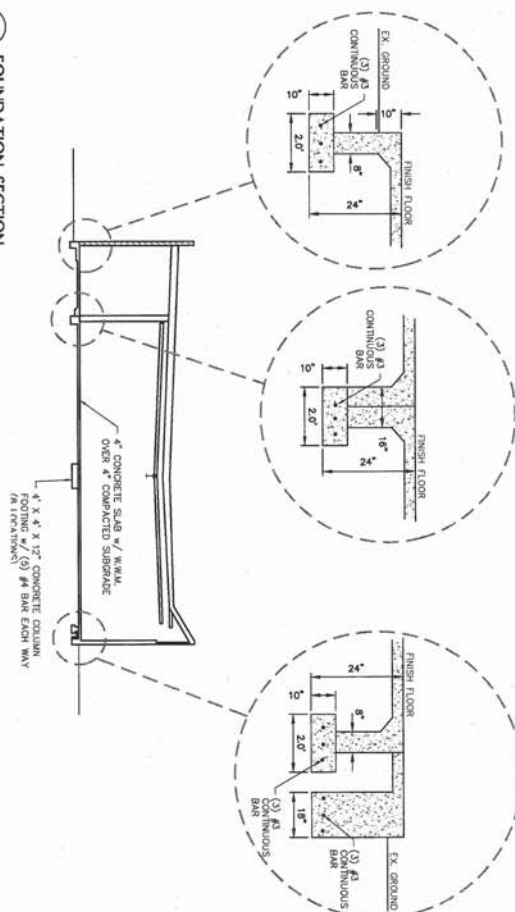
SHEET LEGEND

- PROPERTY/PLM LINE
- DEMOLITION LIMITS (LINE SHOWN 2' OUTSIDE PROPERTY LINE FOR CLARITY)

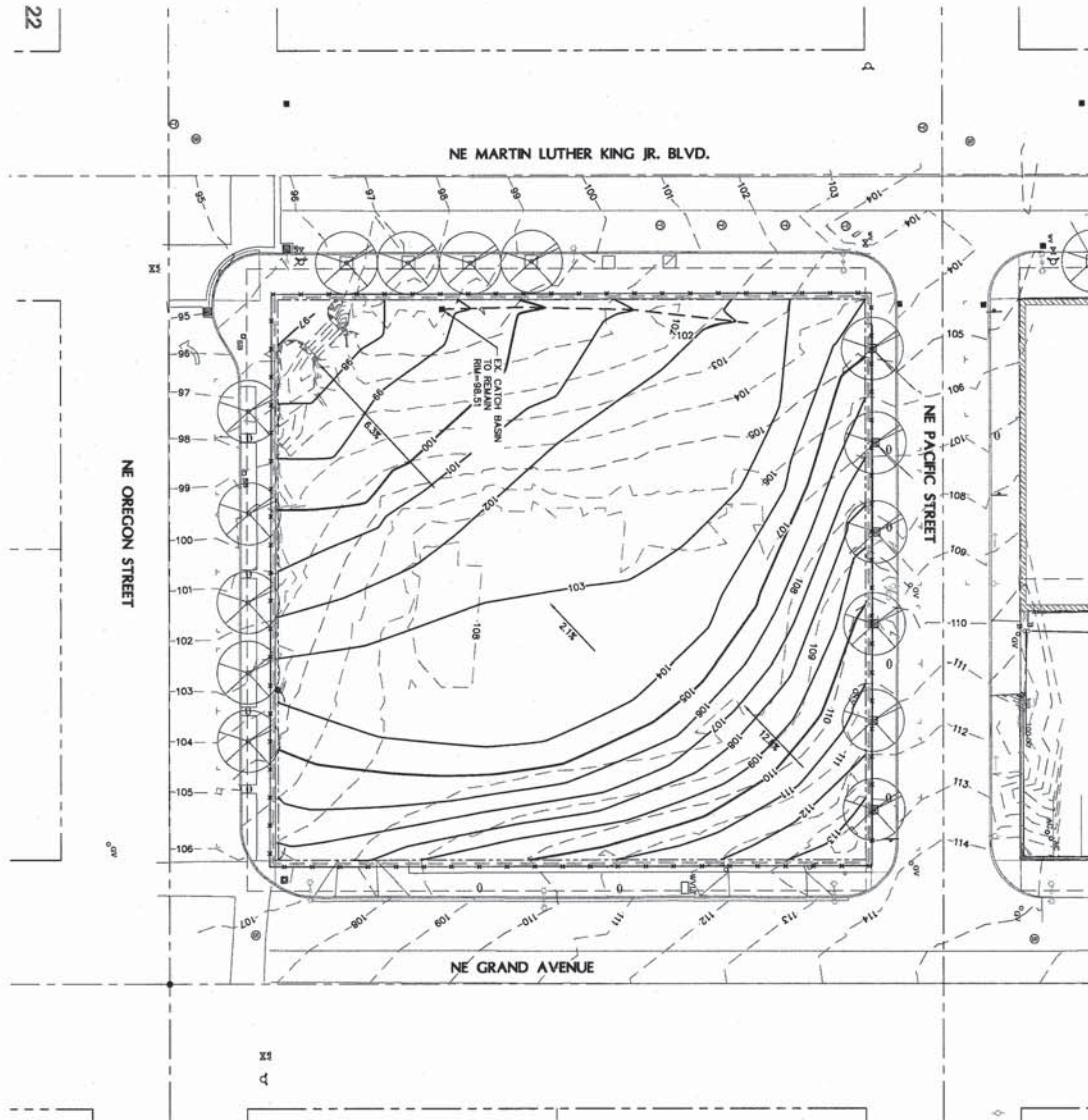


REVISION	DATE	DESCRIPTION	BY
1	04/16/2010	ISSUED FOR PERMIT	ME
2		CHECKED BY: MRE	
3		SCALE: 1"=20'	
BLOCK 26 DEMOLITION DEMOLITION PLAN SHEET NO. C3.1			

1 FOUNDATION SECTION
 SCALE: NONE



REVISION	DATE	DESCRIPTION	BY
001	04/18/2010	309246.01	SEE
002	04/18/2010	309246.02	SEE
003	04/18/2010	309246.03	SEE
004	04/18/2010	309246.04	SEE
005	04/18/2010	309246.05	SEE
006	04/18/2010	309246.06	SEE
007	04/18/2010	309246.07	SEE
008	04/18/2010	309246.08	SEE
009	04/18/2010	309246.09	SEE
010	04/18/2010	309246.10	SEE
011	04/18/2010	309246.11	SEE
012	04/18/2010	309246.12	SEE
013	04/18/2010	309246.13	SEE
014	04/18/2010	309246.14	SEE
015	04/18/2010	309246.15	SEE
016	04/18/2010	309246.16	SEE
017	04/18/2010	309246.17	SEE
018	04/18/2010	309246.18	SEE
019	04/18/2010	309246.19	SEE
020	04/18/2010	309246.20	SEE
021	04/18/2010	309246.21	SEE
022	04/18/2010	309246.22	SEE
023	04/18/2010	309246.23	SEE
024	04/18/2010	309246.24	SEE
025	04/18/2010	309246.25	SEE
026	04/18/2010	309246.26	SEE
027	04/18/2010	309246.27	SEE
028	04/18/2010	309246.28	SEE
029	04/18/2010	309246.29	SEE
030	04/18/2010	309246.30	SEE
031	04/18/2010	309246.31	SEE
032	04/18/2010	309246.32	SEE
033	04/18/2010	309246.33	SEE
034	04/18/2010	309246.34	SEE
035	04/18/2010	309246.35	SEE
036	04/18/2010	309246.36	SEE
037	04/18/2010	309246.37	SEE
038	04/18/2010	309246.38	SEE
039	04/18/2010	309246.39	SEE
040	04/18/2010	309246.40	SEE
041	04/18/2010	309246.41	SEE
042	04/18/2010	309246.42	SEE
043	04/18/2010	309246.43	SEE
044	04/18/2010	309246.44	SEE
045	04/18/2010	309246.45	SEE
046	04/18/2010	309246.46	SEE
047	04/18/2010	309246.47	SEE
048	04/18/2010	309246.48	SEE
049	04/18/2010	309246.49	SEE
050	04/18/2010	309246.50	SEE
051	04/18/2010	309246.51	SEE
052	04/18/2010	309246.52	SEE
053	04/18/2010	309246.53	SEE
054	04/18/2010	309246.54	SEE
055	04/18/2010	309246.55	SEE
056	04/18/2010	309246.56	SEE
057	04/18/2010	309246.57	SEE
058	04/18/2010	309246.58	SEE
059	04/18/2010	309246.59	SEE
060	04/18/2010	309246.60	SEE
061	04/18/2010	309246.61	SEE
062	04/18/2010	309246.62	SEE
063	04/18/2010	309246.63	SEE
064	04/18/2010	309246.64	SEE
065	04/18/2010	309246.65	SEE
066	04/18/2010	309246.66	SEE
067	04/18/2010	309246.67	SEE
068	04/18/2010	309246.68	SEE
069	04/18/2010	309246.69	SEE
070	04/18/2010	309246.70	SEE
071	04/18/2010	309246.71	SEE
072	04/18/2010	309246.72	SEE
073	04/18/2010	309246.73	SEE
074	04/18/2010	309246.74	SEE
075	04/18/2010	309246.75	SEE
076	04/18/2010	309246.76	SEE
077	04/18/2010	309246.77	SEE
078	04/18/2010	309246.78	SEE
079	04/18/2010	309246.79	SEE
080	04/18/2010	309246.80	SEE
081	04/18/2010	309246.81	SEE
082	04/18/2010	309246.82	SEE
083	04/18/2010	309246.83	SEE
084	04/18/2010	309246.84	SEE
085	04/18/2010	309246.85	SEE
086	04/18/2010	309246.86	SEE
087	04/18/2010	309246.87	SEE
088	04/18/2010	309246.88	SEE
089	04/18/2010	309246.89	SEE
090	04/18/2010	309246.90	SEE
091	04/18/2010	309246.91	SEE
092	04/18/2010	309246.92	SEE
093	04/18/2010	309246.93	SEE
094	04/18/2010	309246.94	SEE
095	04/18/2010	309246.95	SEE
096	04/18/2010	309246.96	SEE
097	04/18/2010	309246.97	SEE
098	04/18/2010	309246.98	SEE
099	04/18/2010	309246.99	SEE
100	04/18/2010	309246.100	SEE



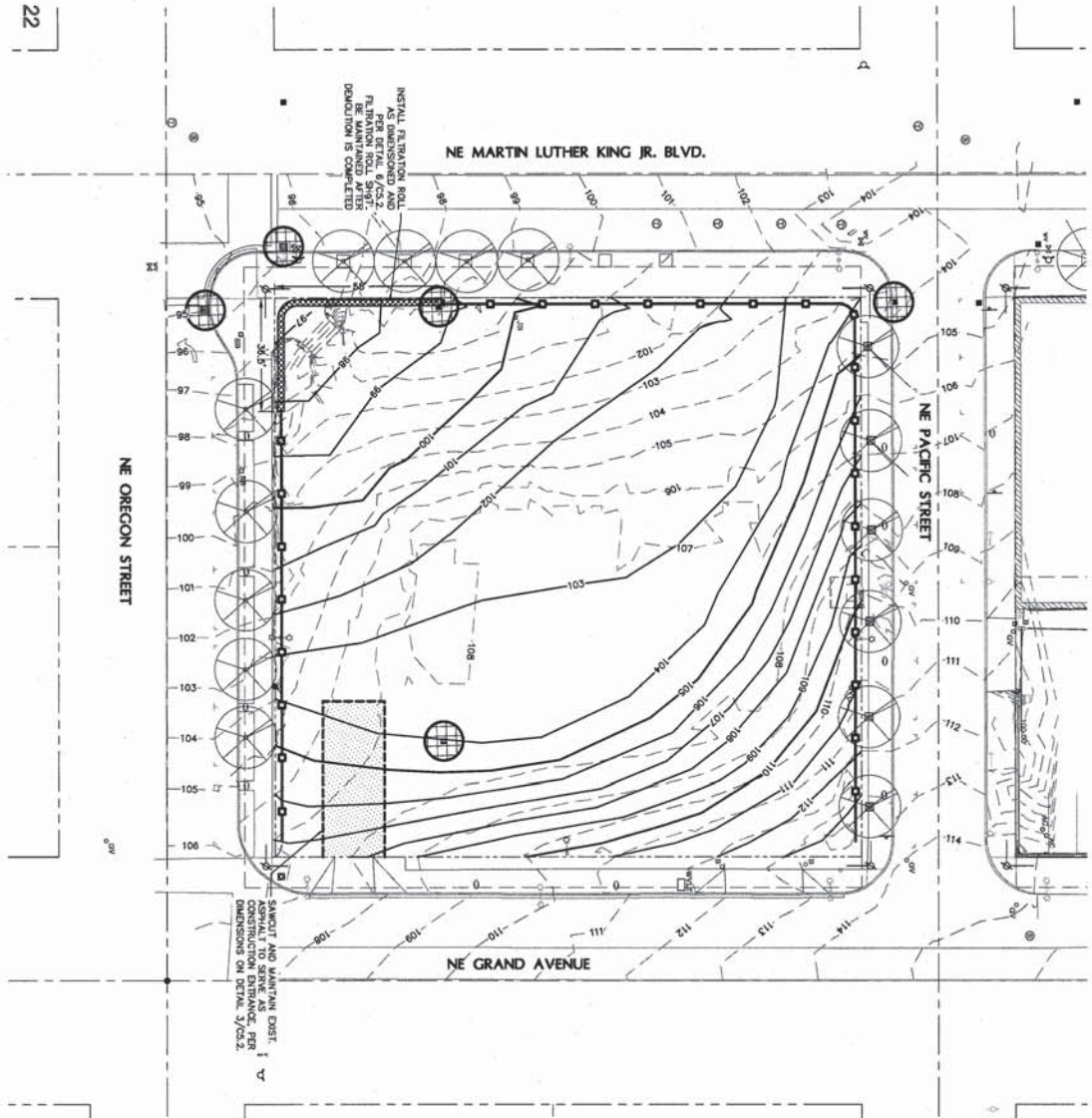
1. THE CONCOCTOR SHALL REMOVE SOIL, AS NECESSARY, AND IMPURE PLACES OF THE PREDOMINANT SURFACE OF SATISFACTORY CLEAN SOIL TO CATCH POINTS OF THE PREDOMINANT SURFACE OF SATISFACTORY CLEAN SOIL.
2. PREGAS SHALL BE SUITABLE FOR HAND WORKING EQUIPMENT.
3. SATISFACTORY CLEAN SOIL, FREE OF ROCK OR GRAVEL, LARGER THAN 10 CM, AND OTHER DEBRIS, SHALL BE USED TO COVER THE REMOVED MATERIALS, VEGETATION, POLYMERIZATION, AND OTHER DEBRIS.
4. TOPSOIL MATERIAL, NATURAL OR CULTIVATED SURFACE SOIL, LAYER 10 CM, SHALL BE USED TO COVER THE REMOVED MATERIALS, VEGETATION, POLYMERIZATION, AND OTHER DEBRIS.
5. CONFORMING TO USDA CLASSIFICATION FOR LOAM OR SANDY LOAM, FINE GRAIN, AND PROPOSED PLANTING RECOMMENDATIONS FOR PLANTING, THE CHOICES IN DIAMETER, AND FREE OF WEEDS, ROOTS, AND OTHER DEBRIS.

- SUBGRADE CUT (ONSITE EARTHWORK) = 3,017 CUBIC YARDS
- SUBGRADE FILL (ONSITE EARTHWORK) = 0 CUBIC YARDS
- NET SUBGRADE CUT (ONSITE EARTHWORK) = 3,017 CUBIC YARDS
- IMPORT AND PLACE 2" OR TOPSOIL = 211 CUBIC YARDS

PROPERTY A/C W. LINE
EXISTING CONTOUR MINOR
EXISTING CONTOUR MAJOR
PROPOSED CONTOUR MINOR
72
72
75
75
PROPOSED CONTOUR MAJOR
PROJECT GRADING LIMITS (LINE SHOWN 2'
OUTSIDE PROPERTY LINE FOR CLARITY)
PROJECT SECURITY FENCE (LINE SHOWN 1'
INSIDE PROPERTY LINE FOR CLARITY)

REVISION	DATE	DESCRIPTION	BY
209245.01	209245.01		
DESIGNED BY:	SEA	BLOCK 26 DEMOLITION GRADING PLAN	
DRAWN BY:	SEA		
CHECKED BY:	MRS		
SCALE:			
DATE:	04-16-2010		
		SHEET NO. C4.1	

22



INSTALL FILTRATION ROLL
 AS DIMENSIONED AND
 NOTED. ROLL SHALL
 BE MAINTAINED AFTER
 DEMOLITION IS COMPLETED

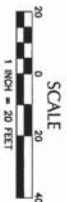
SMOOTH AND MAINTAIN EXIST.
 ASPHALT TO SERVE AS
 DRAINAGE FOR
 DIMENSIONS ON DETAIL 5/C5.2

SHEET LEGEND

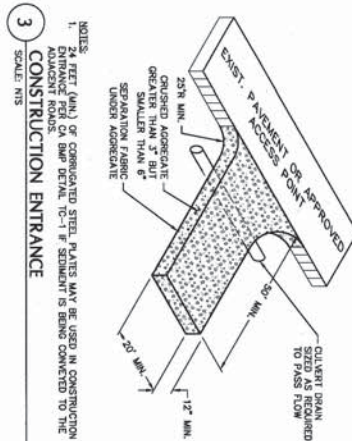
- SEDIMENT CONTROL FENCE, PLACE AT PROPERTY LINES (SHOWN OFFSET FOR CLARITY). SEE DETAILS 1/C5.2 AND 2/C5.2.
- INLET PROTECTION BARRIER OVER EXISTING CATCH BASIN. SEE DETAILS 4/C5.2 AND 5/C5.2.
- FILTRATION ROLL. SEE DETAIL 6/C5.2.

EROSION CONTROL NOTES

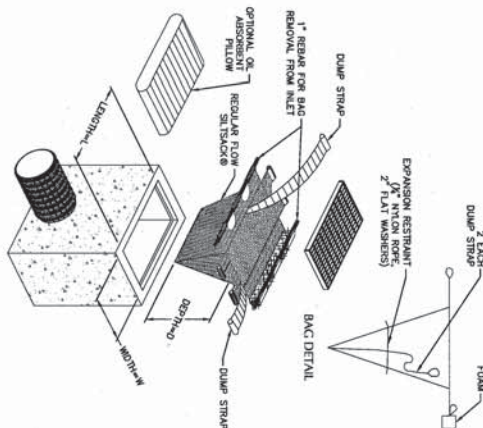
1. THE IMPLEMENTATION OF THIS EROSION AND THE CONSTRUCTION, MAINTENANCE, REPLACEMENT AND UPGRADE OF THESE EROSION FACILITIES IS THE RESPONSIBILITY OF THE CONTRACTOR UNTIL ALL CONSTRUCTION IS COMPLETED.
2. THE EROSION FACILITIES SHOWN ON THIS PLAN MUST BE CONSTRUCTED IN SUCH A MANNER AS TO PREVENT EROSION AND SEDIMENTATION FROM ENTERING THE DRAINAGE SYSTEM, ROADWAYS, OR ADJACENT WATER STANDARDS.
3. ANTICIPATED SITE CONDITIONS DURING THE CONSTRUCTION PERIOD, THESE EROSION FACILITIES SHALL BE CONSTRUCTED AND MAINTAINED IN ACCORDANCE WITH THE REQUIREMENTS FOR EROSION CONTROL FACILITIES SHOWN ON THIS PLAN AND TO MAINTAIN THE SITE CLEAN FOR THE DURATION OF THE PROJECT.
4. THE EROSION FACILITIES SHALL BE INSPECTED DAILY BY THE CONTRACTOR AND MAINTAINED AS NECESSARY TO INSURE THEIR CONTINUED FUNCTIONING.
5. CONSTRUCTION DISTURBANCES SHALL BE INSTALLED AT THE EARLIEST OPPORTUNITY AND MAINTAINED FOR THE DURATION OF THE PROJECT. ADDITIONAL MEASURES MAY BE REQUIRED TO INSURE THAT ALL PAVED AREAS OUTSIDE THE PROJECT SITE ARE KEPT CLEAN FOR THE DURATION OF THE PROJECT.
6. AT NO TIME SHALL WORK BE DONE THAT COULD BE ALLEGED TO CAUSE EROSION OR SEDIMENTATION TO OCCUR ON THE SITE. EROSION CONTROL FACILITIES SHALL NOT FLUSH SEDIMENT LOADED WATER INTO THE DRAINAGE SYSTEM.
7. CONSTRUCTION OF ALL EROSION CONTROL MEASURES SHALL BE IN ACCORDANCE WITH OUR 340-41-50 AND THE CITY OF PORTLAND EROSION CONTROL PLANS TECHNICAL GUIDANCE HANDBOOK, AS REVISED MARCH 2000.
8. OPERATIONS MUST ABIDE BY TITLE 10 EROSION CONTROL REQUIREMENTS.
9. ALL INLETS AND AREA DRAINS SHALL BE PROTECTED WITH SEDIMENT PROTECTION. EXISTING DRAINS MAY NOT BE SHOWN IN THE SURVEY. ANY DRAINS NOT SHOWN IN THE SURVEY SHALL BE LOCATED IN THE FIELD AND SHALL BE PROTECTED WITH SEDIMENT PROTECTION.
10. CONTRACTOR IS RESPONSIBLE FOR STORMWATER MANAGEMENT DURING CONSTRUCTION. CONTRACT OWNER'S REPRESENTATIVE IF EXCESSIVE PONDING OCCURS ON SITE.



REVISION	DATE	DESCRIPTION	BY
1	04/16/2010	BLOCK 26 DEMOLITION EROSION AND SEDIMENT CONTROL PLAN	C5.1



1. THE FILTER FABRIC SHALL BE INSPECTED IN A CONDUIT THAT IS UP TO THE NECESSARY LENGTH TO BE USED FOR THE FILTER FABRIC. THE FILTER FABRIC SHALL BE SQUARED TOGETHER WITH A 24-INCH POST WITH A MINIMUM 4-INCH OVERLAP AND NOT BE SECURED FASTENED TO THE POST, OR OTHERWISE 2-INCH POSTS AND 1/4-INCH DIAGS OR SIMILAR, SUCH AS:
 2. THE FILTER FABRIC SHALL BE INSTALLED TO COVER THE CONDUIT. THE FILTER FABRIC SHALL BE STITCHED TO THE CONDUIT WITH A 24-INCH POST AND BEEN SECURED INTO THE GROUND A MINIMUM OF 24-INCHES.
 3. THE FILTER FABRIC SHALL HAVE A MINIMUM VERTICAL DRAIN OF 6-INCHES. ALL EXCAVATED MATERIAL FROM FILTER FABRIC INSTALLATION, SHALL BE REMOVED AND COMPACTED, ALONG THE ENTIRE EXPOSED AREA.
 4. STANDARD OR HEAVY DUTY FILTER FABRIC SHALL HAVE MANUFACTURED STITCHED LOOPS FOR 24-INCH POST. POST INSTALLATION STITCHED LOOPS SHALL BE INSTALLED ON THE DOWNHILL SIDE OF THE CONDUIT.
 5. FILTER FABRIC FENCES SHALL BE REMOVED AND REUSE HAS BEEN GIVEN THEM. THE FENCES SHALL NOT BE REUSED AND REUSE HAS BEEN GIVEN THEM.
 6. FILTER FABRIC FENCES SHALL BE INSPECTED BY COMPLETION IMMEDIATELY AFTER RAINFALL AND AT LEAST DAILY DURING PROLONGED RAINFALL.
- REMOVED SERVICES SHALL BE DONE IMMEDIATELY.



4 INLET SEDIMENT PROTECTION
SCALE: NTS

2 SEDIMENT FENCE
SCALE: NTS

