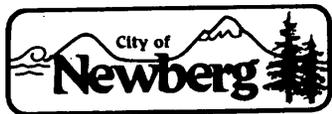


CONTRACT MODIFICATION (CHANGE ORDER)



CITY OF NEWBERG
 Community Development Dept.
 Engineering Division
 414 E. First St., P.O. Box 970
 Newberg, OR 97132
 (503) 537-1214

Project Name: Newberg Site
Demolition & Environmental
 Project No. 533040
 Schedule: _____
 P.O. No. 500323

Sheet: Cover of Two
 Date: 7 July, 2004
 Change Order No.: 533040-3
 Contractor: Brownfield Environmental Construction

CHANGE ORDER SUMMARY		Cover Sheet	
PREVIOUS CHANGE ORDERS APPROVED BY OWNER	Additions \$	Deductions \$	
TOTAL	\$14,210.09		

The following modifications to the Contract are hereby ordered:(use additional pages if necessary)
 See attached change order detail sheets labled CHNGORDR 533040-3_Sht#.

THIS CHANGE ORDER			
NUMBER	APPROVED (date)		
3			
533040-3		\$55,677.40	\$0.00

Method of Payment: Per individual detail change order sheets (attached).

Net Change by Change Orders \$55,677.40

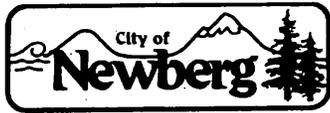
Purpose of Change Order: See individual detail change order sheets (attached).

Contract Amount		Contract Time (Calendar Days)	
Original	\$ 160,759.58	Original Duration	45 Days
Prev. Change Orders (Add/Deduct)	\$14,210.09	Previous Change Orders (Add)	45 Days
This Change Order (Add/Deduct)	\$55,677.40	This Change Order (Add)	90 Days
Revised Contract Amount	\$230,647.07	Revised Contract Time	180 Days
		Revised Completion Date is:	1 July, 2004

CITY OF NEWBERG
 Reviewed by: Robert A. Beckman Date: 7 July, 2004
 Project Manager
[Signature] Date: 7/8/04
 Division Manager
[Signature] Date: 7/8/04
 Community Development Director
[Signature] Date: 7/8/04
 City Manager

CONTRACTOR: Brownfield Environmental Construction LLC
 BY: [Signature] Date: 7/8/04

CONTRACT MODIFICATION (CHANGE ORDER)



CITY OF NEWBERG
 Community Development Dept.
 Engineering Division
 414 E. First St., P.O. Box 970
 Newberg, OR 97132
 (503) 537-1214

Project Name: Newberg Site
Demolition & Environmental Cleanup
 Project No. 533040
 Schedule: _____
 P.O. No. 500323

Sheet: Two of Two
 Date: 7 July, 2004
 Change Order No.: 533040-3
 Contractor: Brownfield Environmental
Construction

CHANGE ORDER SUMMARY

The following modifications to the Contract are hereby ordered:(use additional pages if necessary)

- | | |
|--|--------------------|
| 1. Remove additional contaminated soil --1002 Yds @ \$57.45 = | \$57,564.90 |
| 2. Place and compact additional structural fill 908 Yds @ \$7.50 = | \$6,810.00 |
| 3. Delete "Hazardous media Removal" from contract = | -\$9,465.00 |
| 4. Remove unstable soil area-- | \$2,067.50 |
| 5. Substitute "Hydroseed" for "place sod" | -\$1,300.00 |
| | \$55,677.40 |

THIS CHANGE ORDER		Additions	Deductions
NUMBER	APPROVED (date)		
Detail Sheet Two			

Method of Payment: _____
 Purpose of Change Order: _____

Net Change by Change Order **\$0.00**

Contract Amount		Contract Time (Calendar Days)	
Original		Original Duration	_____ Days
This Change Order (Add/Deduct)	\$0.00	This Change Order (Add)	_____ Days
Revised Contract Amount	\$0.00	Revised Contract Time	_____ Days
		Revised Completion Date is:	

CONTRACT MODIFICATION (CHANGE ORDER)



CITY OF NEWBERG
 Community Development Dept.
 Engineering Division
 414 E. First St., P.O. Box 970
 Newberg, OR 97132
 (503) 537-1214

Project Name: Newberg Site Demolition and Cleanup
 Project No. 533040
 Schedule: _____
 P.O. No. 500323

Sheet: Cover of 2
 Date: 3 March, 2004
 Change Order No.: 2
 Contractor: Brownfield Environmental Construction

CHANGE ORDER SUMMARY	Cover Sheet	
PREVIOUS CHANGE ORDERS APPROVED BY OWNER	1	
	Additions \$	Deductions \$
	\$13,460.09	-
TOTAL		

The following modifications to the Contract are hereby ordered: (use additional pages if necessary)
 Place an estimated 140 Yds of structural fill at north boundary of project at the Contract unit price of \$17.75 per Yd. Mobilization and demobilization for this work are the addition at \$750.00.

THIS CHANGE ORDER			
NUMBER	APPROVED (date)		
2		\$ 750.00	-

Net Change by Change Orders \$14,210.00

Method of Payment: Per individual detail change order sheets (attached).

Purpose of Change Order: See individual detail change order sheets (attached).

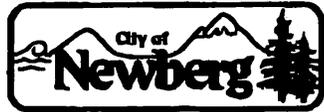
Contract Amount		Contract Time (Calendar Days)	
Original	\$ 160,759.58	Original Duration	45 Days
Prev. Change Orders (Add/Deduct)	13,460.09	Previous Change Orders (Add)	Days
This Change Order (Add/Deduct)	750.00	This Change Order (Add)	Days
Revised Contract Amount	174,969.58	Revised Contract Time	Days
		Revised Completion Date is:	

CITY OF NEWBERG
 Reviewed by: Robert A. Biederman Date: 3/1/04
 Project Manager
[Signature] Date: 3/3/04
 Division Manager
[Signature] Date: 3/4/04
 Community Development Director
[Signature] Date: 3/4/04
 City Manager

CONTRACTOR: Brownfield Environmental Construction LLC
 BY: [Signature] Date: 3/3/04

ORIGINAL CONTRACT AUTOMIZATION: \$160,759.58
 MAXIMUM CITY MANAGER APPROVAL W/ 10% INCREASE = \$176,834.90

CONTRACT MODIFICATION (CHANGE ORDER)



CITY OF NEWBERG
 Community Development Dept.
 Engineering Division
 414 E. First St., P.O. Box 970
 Newberg, OR 97132
 (503) 537-1214

**Project Namdlewberg Site Demolition
 and Environmental Cleanup**
 Project No. 533040
 Schedule: _____
 P.O. No. 500323

Sheet: One of TWO
 Date: 3 March, 2004
 Change Order No.: 2
 Contractor: Brownfield Environmental
 Construction

CHANGE ORDER SUMMARY Mobilization and Demobilization
 costs to place an estimated 140 Yds of structural fill

THIS CHANGE ORDER		Additions	Deductions
NUMBER	APPROVED (date)		
2		\$750.00	

Method of Payment: Lump Sum

Purpose of Change Order: Correct an intrusion on adjacent property to allow construction to be

Net Change by Change Order [REDACTED]

Contract Amount		Contract Time (Calendar Days)	
Original	\$160,759.58	Original Duration	45 Days
This Change Order (Add/Deduct)	[REDACTED]	This Change Order (Add)	0 Days
Revised Contract Amount	[REDACTED]	Revised Contract Time	[REDACTED] Days
		Revised Completion Date is:	

CONTRACT MODIFICATION (CHANGE ORDER)



CITY OF NEWBERG
 Community Development Dept.
 Engineering Division
 414 E. First St., P.O. Box 970
 Newberg, OR 97132
 (503) 537-1214

Project Name: Newberg Site Demolition
 and Environmental Cleanup
 Project No. 533040
 Schedule: _____
 P.O. No. 500323

CITY OF NEWBERG
 CITY RECORDER INDEX NO. 2031
 Sheet: Cover of Two
 Date: 22 Dec, 2003
 Change Order No.: 1
 Contractor: Brownfield Environmental
Construction

CHANGE ORDER SUMMARY		Cover Sheet
PREVIOUS CHANGE ORDERS APPROVED BY OWNER	Additions \$	Deductions \$
	TOTAL	\$0.00

The following modifications to the Contract are hereby ordered: (use additional pages if necessary)
 See attached detail sheet.

THIS CHANGE ORDER			
NUMBER	APPROVED (date)		
1	12/29/2003	\$13,460.09	\$0.00
		\$13,460.09	\$0.00
Net Change by Change Orders		<u>\$13,460.09</u>	

Method of _____
 Payment: Per individual detail change order sheets (attached).
 Purpose of Change Order: See individual detail change order sheets (attached).

Contract Amount		Contract Time (Calendar Days)	
Original	\$ 160,759.58	Original Duration	58 Days
Prev. Change Orders (Add/Deduct)	\$0.00	Previous Change Orders (Add)	0 Days
This Change Order (Add/Deduct)	\$13,460.09	This Change Order (Add)	90 Days
Revised Contract Amount	\$174,219.67	Revised Contract Time	148 Days
		Revised Completion Date is:	15-Apr-04

CITY OF NEWBERG
 Reviewed by: Robert A. Bilsman Date: 30 Dec, 2003
 Project Manager
[Signature] Date: 12/31/03
 Division Manager
[Signature] Date: 1/6/04
 Community Development Director
[Signature] Date: 1/8/04
 City Manager

CONTRACTOR: Brownfield Environmental
 BY: [Signature] Date: 12/28/03
 Original Contract Authorization Amount: \$160,759.58
 Purchase Order No. 500323 (October 2003)
 City Council Resolution No. 2003-2459

PAGE 02
 BROWNFIELD_ENV
 5038258794
 12/30/2003 09:23

CONTRACT MODIFICATION (CHANGE ORDER)



CITY OF NEWBERG
 Community Development Dept.
 Engineering Division
 414 E. First St., P.O. Box 970
 Newberg, OR 97132
 (503) 537-1214

Project Name: Newberg Site
Demolition and Environmental Cleanup
 Project No. 533040
 Schedule: _____
 P.O. No. 500323

Sheet: two of two
 Date: 22 Dec, 2003
 Change Order No.: 1
 Contractor: Brownfield Environmental Construction

CHANGE ORDER SUMMARY

The following modifications to the Contract are hereby ordered:(use additional pages if necessary)

- | | |
|--|-----------|
| 1.1 Remove and dispose additional flooring containing asbestos | \$ 750.00 |
| 1.2 Remove and dispose asbestos insulation on Boiler | \$2925.00 |
| 1.3 Remove three gasoline, one heating oil tank and one waste oil tank. All previously unknown | \$7203.85 |
| 1.4 Demobilization and remobilization costs | \$1000.00 |
| 1.5 Fence Rental through June, 2004 (two 3 month increments @ \$790.62) | \$1581.24 |

THIS CHANGE ORDER		Additions	Deductions
NUMBER	APPROVED		
one	(date)		
Detail Sheet		\$13,480.09	

Method of Payment: _____

Purpose of Change Order: See above

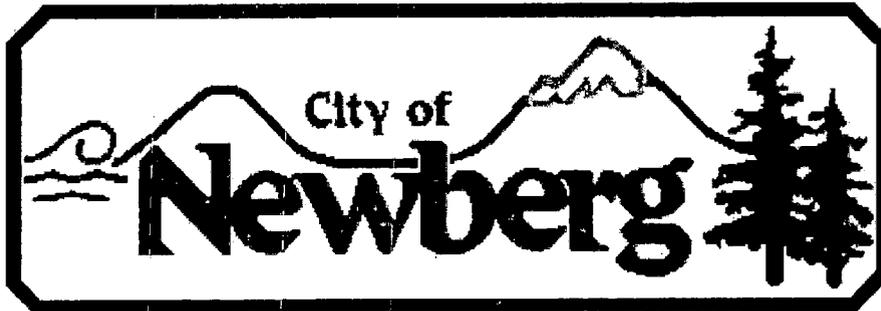
Net Change by Change Order \$13,460.09

Contract Amount		Contract Time (Calendar Days)	
Original	\$160,759.58	Original Duration	<u>58</u> Days
This Change Order (Add/Deduct)	\$13,460.09	This Change Order (Add)	<u>90</u> Days
Revised Contract Amount	\$174,219.67	Revised Contract Time	<u>148</u> Days
		Revised Completion Date is:	

2031 Original

CITY OF NEWBERG, OREGON
COMMUNITY DEVELOPMENT DEPARTMENT

**NEWBERG SITE DEMOLITION AND
ENVIRONMENTAL CLEANUP**



**FUNDING PROVIDED BY A STATE OF OREGON
COMMUNITY DEVELOPMENT BLOCK GRANT**

JUNE 2003



MANDATORY PREBID MEETING

JULY 1, 2003 10:00 AM
Newberg City Hall
414 E. First Street
Newberg, Oregon 97132

SUBMIT BIDS BEFORE 10:00 A.M. JULY 15, 2003
BID OPENING 2:00 P.M. July 15, 2003

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NEWBERG SITE DEMOLITION AND ENVIRONMENTAL CLEANUP PROJECT

FUNDED BY AN
OREGON COMMUNITY DEVELOPMENT BLOCK GRANT

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Contract for Construction
Bid Bond Form
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Bidder's Disclosure Statement and Form
Bidder's Status of Residency
Bidder's Eligibility for a Public Works Contract
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Certificate of Completion
Davis-Bacon Wage Rates

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Figure 2	Site Plan
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PART 1

Bid Documents

**CITY OF NEWBERG
ADVERTISEMENT FOR BIDS
NEWBERG SITE DEMOLITION AND ENVIRONMENTAL CLEANUP PROJECT**

Sealed bids for the combined Newberg Site Demolition and Environmental Cleanup Project will be accepted until **10:00 a.m. on Tuesday, the 15th day of July, 2003**. Bids submitted after this time will not be accepted. Address bids to Robert Bielman, Project Manager at Community Development Office, P.O. Box 970, 414 E. First Street, Newberg, Oregon 97132. At **2:00 p.m.** on the same day bids will be opened and publicly read allowed.

All bids must be submitted on the prescribed form completely filled out, signed, in a sealed envelope and accompanied by a certified check or bid bond payable to the City of Newberg, Oregon for an amount not less than 10 percent of the total amount of the bid submitted.

Prequalifications of bidders will be required for this project in accordance with ORS Chapter 279.047. Documentation of State of Oregon approval must be submitted to the City of Newberg., Attn: Robert Bielman, Project Manager, at least seven (7) days prior to the bid opening date. The City will reject bids from bidders who are not prequalified for the class of work indicated.

This project will be funded, in part, with federal grant funds from the Oregon Community Development Block Grant, therefore, the Contractor is required to submit certain reports that include specific information. This will include "Minority, Women and Emerging Small Business Activity Report", HUD-60002 form. Delay in providing this information will delay the progress payments.

Federal Davis Bacon Wage Rate Standards apply to all work on this project including work performed by Subcontractors. These wage rates are included in Part 1 of the Contract Documents. The reporting and review standards are set by the federal Department of Housing and Urban Development (HUD). Contractors must comply with all requirements currently published by HUD. In the event the wage rates change prior to bid opening, an addendum will be issued to all plan holders containing the current rates. Reports are required to be filed with each request for progress payment. Failure to provide these reports may result in delay of progress payments.

Plans, Specifications, Bid Documents and Planholders List are available through Precision Images, 900 SE Sandy Blvd., Portland, Oregon 97214, 503-274-2030. Contractors can also view or place orders online at www.pi-express.com. Documents may be EXAMINED ONLY at Newberg City Hall, 414 E. First Street, Newberg, Oregon 97132.

The job consists of: removal of known and discovered asbestos materials, separation of utilities from adjacent site, removal of existing building, excavation of identified contaminated soil, replacement of sidewalks, importing fill and topsoil and finish grading in preparation for hydro-seeded turf.

The City believes that there are substantial quantities of building materials such as structural lumber that can be economically recovered and recycled. The City believes that recovery and recycling of these materials is in the best interest of the Community and will extend the contract time for a period not-to-exceed twenty (20) days to allow recovery of these materials. Proposals

that incorporate recycling and wish to apply for the time extension shall indicate on the proposal form the net value of the salvaged material.

Due to the documented soil contamination, presence of PCBs and asbestos containing materials there will be DEQ oversight of this project. The Contractor will cooperate with DEQ representatives in their efforts to validate the removal and proper disposal of these items.

Bidders must determine for themselves, to their own satisfaction, all of the conditions and circumstances affecting the project or the cost of the proposed work by personal examination of the site and the specifications and by such other means as they may choose. It is understood and agreed that information as to conditions or obstructions indicated in the plans or specifications has been obtained by the City from data at hand. There is no expressed or implied agreement that such conditions are fully or correctly shown and the Bidder must take into consideration the possibility that conditions affecting the cost or quantity of work may differ from those indicated. **A Mandatory Prebid Meeting will be held at Newberg City Hall, Community Development Office on Tuesday, July 1, 2003 at 10:00 a.m.** A tour of the job site will follow. General Contractors wishing to bid this project must attend and sign the attendance log.

No bid will be received or considered unless the bid contains a statement by the bidder as a part of this bid that all provisions of 40 USC 276a shall be complied with.

No bid for a construction contract shall be considered unless the bidder is registered with the Construction Contractors Board as required by ORS 701.035 to 701.055. Each Bid must contain a statement as to whether the bidder is a resident bidder, as defined by ORS 279.029.

When applicable all bidding shall comply with Presidents Executive Order No. 11246. All bidders shall comply with the applicable provisions of the Equal Employment Opportunity Act of 1972 and the Civil Rights Act of 1964.

The described work shall be substantially complete 45 days after notice to proceed. Notice to proceed will be issued after the conditions described in City of Newberg Technical Requirements Section 108.03 are satisfied.

Any determinations of the lowest responsible bidder and award are subject to review and determination by the City Attorney as to legal sufficiency of any bid submitted. The City of Newberg reserves the right to reject any or all bids, to waive informalities and to accept the bid which is in the best interest of the City. No bidder may withdraw his bid for a period of sixty (60) calendar days after the date set for opening.

Michael Soderquist, P.E., P.L.S. DEE
Community Development Director

**Published: Daily Journal of Commerce
Monday, June 23, 2003
Friday, June 27, 2003**

BID

PLACE: CITY OF NEWBERG, OREGON

PROJECT: Newberg Site Demolition and Environmental Cleanup Project

**TO: MAYOR AND CITY COUNCIL
CITY OF NEWBERG, OREGON
414 E. FIRST STREET
NEWBERG, OREGON 97132**

The undersigned, hereinafter called the Bidder, in compliance with your advertisement for bid offers to enter into a Contract with the City of Newberg, Oregon, hereinafter referred to as the Owner, to furnish all labor, materials, equipment, supplies and machinery to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below.

The Bidder declares that he has carefully examined the plans and specifications with related documents, that he has personally inspected the site of the proposed work; that he has satisfied himself as to the quantities involved including materials and equipment, and is familiar with all of the conditions surrounding the construction of the proposed project including availability of materials and labor.

The Bidder further declares that the Bid is made according to the provisions and under the terms of the Contract Documents, which are hereby made a part of this Bid, and that the prices below are to cover all expenses incurred in performing the work required under the Contract Documents of which this Bid is a part.

The Bidder agrees that if this Bid is accepted, he will, within ten calendar days after notification of acceptance, execute the Contract with the Owner; and will at that time deliver to the Owner the Performance and Payment Bond and insurance documents required herein, and will, to the extent of his Bid, furnish all labor, equipment and materials necessary to complete the work in the manner, in the time, and according to the methods as specified in the Contract Documents and required by the Community Development Project Manager.

The Bidder further agrees to begin work within ten (10) days after receipt of written "Notice to Proceed" from the Owner and to fully complete the project **within 45 days after receipt of Notice to Proceed**. Bidder further agrees to pay as liquidated damages, the sum two hundred fifty dollars (\$250.00) for each consecutive calendar day thereafter until the work shall have been finished. Sundays and legal holidays shall be excluded in determining days in default.

The Bidder further proposes to accept as full payment for the work proposed herein the amounts computed under the provisions of the Contract Documents and based on the following schedule of lump sum or unit price amounts, it being expressly understood that the unit prices are independent of the exact quantities involved. The Bidder agrees that the lump sum prices and unit prices represent a true measure of the labor and materials required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents.

The undersigned Bidder hereby agrees that the provisions of the current Davis Bacon Wage Rates will be complied with, so that the undersigned Bidder and Bidder's subcontractors will pay to their employees not less than the specified minimum prevailing rate of wage as determined thereunder, and further agrees to pay such wages not less than once per week.

The unit prices shall include all labor, materials, equipment, tools, overhead, profit, insurance, etc., to complete the work called for.

It is agreed that if the Bidder is awarded the Contract for the work herein proposed and shall fail or refuse to execute the Contract and furnish the required Performance-Payment Bond within the time herein proposed, then, in that event, the bid security deposited herewith shall be retained by the Owner as liquidated damages.

The Bidder understands that the Owner may reject any or all bids and waive any informalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving bids.

The Bidder acknowledges receipt of the following Addenda.

NO. 7 DATE 7/7/03
NO. _____ DATE _____
NO. _____ DATE _____

The name of the Bidder submitting this Proposal is Brownfield Environmental
doing business at 39085 Pioneer Blvd, Sandy, OR, 97055
Street City State Zip

which is the address to which all communications shall be sent.

BIDDER'S PERFORMANCE BOND STATEMENT

Brownfield Environmental Construction LLC, hereinafter referred to as Contractor, is submitting a bid to the City of Newberg pursuant to the City's advertisement for bids dated June 23, 2003 for the **Newberg Site Demolition and Environmental Cleanup Project.**

Contractor certifies that if awarded the Contract, Contractor has the financial ability to obtain a good and sufficient bond issued by a surety to Owner in a sum equal to the amount of the bid providing for the faithful performance of the Contract.

Contractor understands and agrees if Contractor fails to provide the performance bond, the Owner will reject such bid and the bid bond or security submitted with the subject bid will be forfeited. The Surety requested to issue the Performance Bond will be Ind. Co. of the West

Contractor hereby authorizes Ind. Co. of the West to disclose any information to
(Surety Company)

the Owner concerning Contractor's ability to supply a performance bond in the amount of the Contract.

In witness thereto the undersigned has set his hand this 15th day of July 2003.

[Handwritten Signature]
Signature of Bidder

Joe Hatfield
Print Name

MEMBER
Title

(If Corporation)

In witness whereof the undersigned corporation has caused this instrument to be executed and the seal affixed by its duly authorized officers this ___ day of _____ 2003.

Name of Corporation

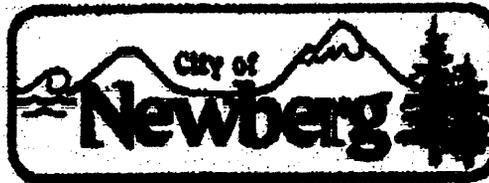
By _____
Print Name

Attest _____
Secretary

JUL 09 '03 10:57AM CITY OF NEWBERG 15835375013

P.2/2

City of Newberg
414 E. First Street
P.O. Box 970
Newberg, OR 97132



City Manager
(503) 538-6421
(503) 537-5013 FAX

**Community Development Office
503-537-1240**

TO PLANHOLDERS

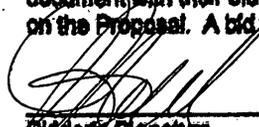
**NEWBERG SITE DEMOLITION AND
ENVIRONMENTAL CLEANUP**

**ADDENDUM #1
July 7, 2003**

This addendum, as attached to the contract documents, forms a part of the Contract Documents. It modifies the original bidding documents identified as "Newberg Site Demolition and Environmental Cleanup". All conditions not specifically modified in this addendum remain as published.

<u>Addendum Item #</u>	<u>Specification sect. or plan sheet No.</u>	<u>Description of Change</u>
1.01	Appendix 3	Add New Appendix 3 section. Pertinent sections of 1997 Asbestos Inspection Report by EHS Associates.
1.02	Proposal	Replace proposal page with attached proposal page.
1.03	Davis-Bacon	Replace Davis-Bacon wage decision bound in bid documents with attached current Davis-Bacon wage decision.
1.05	01001-1.05	Amend part "A". The City of Newberg will pay the cost to have the Demolition permit and the Fill permit issued. No other costs with regard to expenses related to compliance with these permits will be paid outside the terms of the contract. Permits will be issued to the Contractor.

Each bidder shall acknowledge receipt of this Addendum No. 1 by signature below and attaching this document with their bid in addition to writing in the addendum number and date in the space provided on the Proposal. A bid submitted without this acknowledgment may be invalid.


Bidder's Signature

7-15-03
Date

Brownfield Environmental Construction, LLC
Company Name

ITEM 1.01

ASBESTOS INSPECTION REPORT

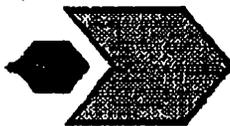
FOR

**Loren Berg Chevrolet
411 East First Street
Newberg, Oregon 97132**

Inspection Date: March 26, 1997

Presented By:

**E.H.S. Associates
4924 Northwind Court N.
Keizer, Oregon 97303-6382
(503) 393-0980
AHERA Certification Number 542808077**



Report Date: April 11, 1997

EXECUTIVE SUMMARY

On March 26, 1997, E.H.S. Associates was given the opportunity to perform a limited asbestos inspection at your facility located at 411 East First Street in Newberg Oregon. The purpose of this inspection was to determine the presence or absence of asbestos containing material (ACM) in accordance with the Occupational Safety and Health Administration (OSHA) standard found in 29CFR 1910.1001 and Oregon Administrative Rules (OAR) 437 Division Z/2 1910.1001

OAR 437 requires building owners and/or operators, whose facility was built prior to 1981 to determine the presence of ACM. Loren Berg Chevrolet was built prior to 1981, and thus falls under this OSHA requirement.

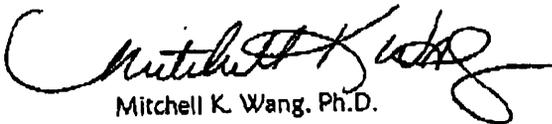
A total of eleven (11) samples were taken (ceiling material, wall material, linoleum, insulation, floor tile) and analyzed by Polarized Light Microscopy. Analysis indicated that five (5) of the samples contained asbestos; the linoleum from the shop Restroom, floor tile from Parts, the floor tile mastic from Parts, floor tile from the upstairs offices, and the linoleum from the Parts stairway. The remaining samples did not show asbestos containing material.

Since ACM was found during the In Inspection, you are required to keep this report for as long as you own the building and to transfer this report to successive owners. OSHA regulation requires you to inform employees who will perform housekeeping activities in an area that contains ACM of the presence and location of ACM. Appendix E provides guidance for employers that may have exposed employees.

Warning labels shall be placed at each area where ACM is located (these labels are provided by E.H.S. Associates).

Sincerely,

E.H.S. Associates



Mitchell K. Wang, Ph.D.
President

for:

Scott Heidegger
Project Manager

E.H.S. Associates
Loren Berg Chevrolet
Asbestos Inspection Report - Page 1

TABLE 1

Sample Location & Number	Lab Sample Number	Location	Asbestos Containing	Type	Total %
Pipe Insulation #1	L48866-1	Basement	N	---	---
Pipe Wrapping #2	L48866-2	Basement	N	---	---
Linoleum #3	L48866-3	Shop Restroom	Y	Chrysotile	22%
Linoleum #4	L48866-4	Parts Store Room	N	---	---
Floor Tile #5	L48866-5	Parts Department	Y	Chrysotile	3%
Mastic #5M	L48866-6	Parts Department	Y	Chrysotile	1%
Floor Tile #6	L48866-7	Upstairs Offices	Y	Chrysotile	1%
Mastic #6M	L48866-8	Upstairs Offices	N	---	---
Linoleum #7	L48866-9	Parts Stairway	Y	Chrysotile	23%
Ceiling Material #8	L48866-10	Parts Department	N	---	---
Ceiling Tile #9	L48866-11	Meeting Room and Showroom	N	---	---

Based on these laboratory results, linoleum in the shop Restroom, the floor tile and mastic from Parts, the floor tile in the upstairs meeting room, and the floor tile in the Parts stairway do contain asbestos. Under OSHA requirements, all asbestos containing material (above 1% asbestos) falls under the criteria described in Section 1.2 of this report. Appendix E provides general guidance for employers that may have employees exposed to asbestos.

3.2 Condition / Exposure Potential of Asbestos Material

Since five of the samples taken was shown to contain asbestos (linoleum, floor tile, and mastic), potential for employee exposure to airborne asbestos is moderate to high, depending on housekeeping practices. The physical assessment of the areas that contain asbestos indicate:

Sample #3. Linoleum in the Shop Restroom;

There is approximately 120 square feet of this material. There are scattered chips and cracks in the material (physical damage) amounting to >0-10% total damage. The potential for disturbance is moderately high due to heavy foot traffic, ease of accessibility, daily usage of the area, and influence from vibration from the shop. We recommend complete replacement of this material by a licensed asbestos contractor. The asbestos content is relatively high for linoleum (22%), which warrants removal.

Sample #5. Floor Tile in Parts;

There is approximately 900 square feet of this material. There is an occasional crack or chip (physical damage) amounting to >10-25% total damage. The potential for disturbance is moderate to high due to daily foot traffic, daily usage of the area, and influence from vibration from the shop. We recommend repair of all damaged areas, spraying an encapsulating sealer (paint), and posting the required asbestos warning signs.

Sample #5M. Floor Tile Mastic in Parts;

Same as Sample 5 above

Sample #6. Floor Tile in Upstairs Offices;

There is approximately 550 square feet of this material. There is an occasional crack or chip (physical damage) amounting to >0-10% total damage. The potential for disturbance is moderate to high due to daily foot traffic, daily usage of the area, and influence from vibration from the shop. We recommend repair of all damaged areas, spraying an encapsulating sealer (paint), and posting the required asbestos warning signs.

Sample #7. Linoleum in Parts Stairway;

There is approximately 30 square feet of this material. There is an occasional crack or chip (physical damage) amounting to >10-25% total damage. The potential for disturbance is moderate to high due to daily foot traffic, daily usage of the area, and influence from vibration from the shop. We recommend repair of all damaged areas, spraying an encapsulating sealer (paint), and posting the required asbestos warning signs.

You are required to communicate these findings to those individuals who perform housekeeping functions in this area. Since one of the asbestos containing materials is floor covering, OSHA stipulates additional restrictions:

1. Sanding of asbestos containing material is prohibited;
2. Stripping of finishes shall be conducted using low abrasion pads at speeds lower than 300 rpm and wet methods; and
3. Burnishing or dry buffing must be performed only on asbestos containing flooring which has sufficient finish so that the pad cannot contact the asbestos containing material.

Finally, a licensed asbestos abatement contractor must be used in this location for any remodeling/demolition that will impact the integrity of the asbestos containing flooring.

4.0 Limitations

The professional services provided by **E.H.S. Associates (E.H.S.)** have been performed using the degree of care and skill ordinarily exercised under similar circumstances by other professionals practicing in this field. No other warranty, expressed or implied, is made as to the professional advice in this report. The conclusions and recommendations presented herein are based on the agreed upon scope of work and the professional expertise of **E.H.S.** **E.H.S.** makes no warranties or guarantees as to the accuracy or completeness of information obtained, provided, or compiled by others that were referenced or otherwise relied upon for this report. Changes in site conditions may have occurred since the facility inspection. Additional information that was not found or available to **E.H.S.** at the time of writing this report may result in a modification of the conclusions and recommendations presented. This report is not a legal opinion.

NEWBERG SITE DEMOLITION AND ENVIRONMENTAL CLEANUP

ADDENDUM #1 ITEM 1.02 PROPOSAL

The undersigned agrees to accept as full payment for the work proposed for the NEWBERG SITE DEMOLITION AND ENVIRONMENTAL CLEANUP project as herein specified and as shown on the plans, based upon the undersigned's own estimate of quantities and costs and to complete the project in the time specified.

Provide the following breakdown of the lump sum bid items shown in the scope of work.

1. Demolish Building and remove Debris	Lump Sum	\$ <u>44,991.⁴¹</u>
2. Eliminate Asbestos Containing Materials	Lump Sum	\$ <u>33,549.¹⁷</u>
3. Contaminated Media Disposal 150 Cubic Yards @ \$ <u>57.⁴⁵</u> /cu yd		\$ <u>8,617.⁵⁰</u>
4. Contaminated Media Disposal 60 Cubic Yards @ \$ <u>157.³⁰</u> /cu yd		\$ <u>9,465.⁰⁰</u>
5. Imported Structural Fill 1650 Yards @ \$ <u>17.²⁵</u> /cu yd		\$ <u>29,287.⁵⁰</u>
6. Grading, Site work and Landscaping	Lump Sum	\$ <u>34,849.⁰⁰</u>
Credit for recovery of recyclable material		\$ <u> </u>

TOTAL BID PRICE

(sum of items 1 through 5 above) less recycle credit: \$ 140,759.⁵⁸

one hundred & sixty thousand, seven hundred (amount in figures) dollars and *fifty eight* cents.
(amount written in words has precedence) *FIFTY NINE*

Award of bid will be based on "TOTAL BID PRICE".

I hereby agree that this proposal is made subject to Section 102, Instructions to Bidders and Section 103, Award and Execution of Contract of the Technical Requirements of the City of Newberg and as amended by any Special Provisions. I also agree that all applicable provisions of the Davis Bacon Act will be complied with.

Bidder BROWNFIELD ENVIRONMENTAL CONSTRUCTION, LLC CCB# 92461

By (Signature) [Signature] Date 7-15-03

Name (Typed) JOE HATFIELD

Title MEMBER

Address 39085 PIONEER BLVD / P.O. Box 548

City SARASOTA State FL Zip 347055

Phone Number (813) 826-0035

they contain asbestos or not, from
mechanical systems) 15.00 5.57

BOIL0500A 04/01/2003

	Rates	Fringes
BOILERMAKERS	27.22	13.55

BROR0001A 06/01/2002

	Rates	Fringes
BAKER, BENTON (NORTH), CLACKAMAS, CLATSOP, COLUMBIA, GILLIAM, HARNEY, HOOD RIVER, LINCOLN (NORTH), LINN (NORTH), MALHEUR (NORTH), MARION, MORROW, MULTNOMAH, POLK, SHERMAN, TILLAMOOK, UMATILLA, UNION, WALLOWA, WASCO (NORTH), WASHINGTON AND YAMHILL COUNTIES		

BRICKLAYERS	26.62	10.10
MARBLE AND STONE MASONS	27.62	10.10

BROR0001E 06/01/2002

	Rates	Fringes
BENTON (SOUTH), CROOK, DESCHUTES, GRANT, JACKSON, JEFFERSON, KLAMATH, LAKE, LANE, LINCOLN (SOUTH), LINN (SOUTH), MALHEUR (SOUTH), WASCO (SOUTH) AND WHEELER COUNTIES		

BRICKLAYERS	25.40	9.75
MARBLE & STONE MASONS	26.40	9.75

BROR0001F 05/01/2002

	Rates	Fringes
TILESETTER AND TERRAZZO FINISHERS	17.99	6.17
TILESETTER AND TERRAZZO WORKERS	23.90	8.03

CARP0001B 06/01/2002

	Rates	Fringes
CARPENTERS		

ZONE 1:

CARPENTERS	27.37	8.80
FLOOR LAYERS & FLOOR FINISHERS (the laying of all hardwood floors nailed and mastic set, parquet and wood-type tiles, and block floors, the sanding and finishing of floors, the preparation of old and new floors when the materials mentioned above are to be installed), INSULATORS (fiberglass and similar irritating material)	27.52	8.80
MILLWRIGHTS	27.87	8.80
PILEDRIVERS	27.87	8.80

Zone Differential (Add to Zone 1 rates):

Zone 2 - \$0.85
Zone 3 - 1.25

- Zone 4 - 1.70
- Zone 5 - 2.00
- Zone 6 - 3.00

- Zone 1 - All jobs or projects located within 30 miles of the respective City Hall
- Zone 2 - More than 30 miles and less than 40 miles from the respective City Hall
- Zone 3 - More than 40 miles and less than 50 miles from the respective City Hall
- Zone 4 - More than 50 miles and less than 60 miles from the respective City Hall
- Zone 5 - More than 60 miles and less than 70 miles from the respective City Hall
- Zone 6 - More than 70 miles from the respective City Hall.

BASEPOINTS CITIES FOR CARPENTERS (EXCLUDING MILLWRIGHTS, PILEDRIVERS AND DIVERS)

ALBANY	ASTORIA	BAKER
BEND	BROOKINGS	BURNS
COOS BAY	CORVALLIS	EUGENE
GOLDENDALE	GRANTS PASS	HERMISTON
HOOD RIVER	KLAMATH FALLS	LAGRANDE
LAKEVIEW	LONGVIEW	MADRAS
MEDFORD	McMINNVILLE	NEWPORT
OEGON CITY	ONTARIO	PENDLETON
PORTLAND	PORT ORFORD	REEDSPORT
ROSEBURG	SALEM	ST. HELENS
THE DALLES	TILLAMOOK	VANCOUVER

BASEPOINTS FOR MILLWRIGHTS

EUGENE	NORTH BEND
LONGVIEW	PORTLAND
MEDFORD	THE DALLES
VANCOUVER	

BASEPOINTS FOR PILEDRIVERS AND DIVERS

ASTORIA	BEND
COOS BAY	EUGENE
KLAMATH FALLS	LONGVIEW
MEDFORD	NEWPORT
PORTLAND	ROSEBURG
SALEM	THE DALLES

CARP9001C 06/01/2002

	Rates	Fringes
ACOUSTICAL INSTALLER & DRYWALL		
HANGER	26.98	9.01
LATHER	25.94	10.05

ELEC0048A 01/01/2003

	Rates	Fringes
CLACKAMAS, CLATSOP, COLUMBIA, HOOD RIVER, MULTNOMAH, SHERMAN, TILLAMOOK, WASCO, WASHINGTON AND YAMHILL (NORTH) COUNTIES		

ELECTRICIANS	31.00	3%+11.83
CABLE SPLICERS	31.25	3%+11.83

ELEC0048I 01/01/2003

Rates Fringes

CLACKAMAS, CLATSOP, COLUMBIA, HOOD RIVER, MULTNOMAH, SHERMAN,
TILLAMOOK, WASCO, WASHINGTON AND YAMHILL (NORTH) COUNTIES

COMMUNICATIONS AND SYSTEMS
TECHNICIAN

25.15 8.55

SCOPE OF WORK FOR TECHNICIAN

Includes the installation testing, service and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound vision and digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music,

intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms, and low voltage master clock systems.

WORK EXCLUDED

Raceway systems are not covered (excluding Ladder-Rack for the purpose of the above listed systems). Chases and/or nipples (not to exceed 10 feet) may be installed on open wiring systems.

Energy management systems.

SCADA (Supervisory Control and Data Acquisition) when not intrinsic to the above listed systems (in the scope)

Fire alarm systems when installed in raceways (including wire and cable pulling) shall be performed at the electrician wage rate, when either of the following two (2) conditions apply:

1. The project involves new or major remodel building trades construction.
 2. The conductors for the fire alarm system are installed in conduit.
-

ELEC0112A 06/01/2002

Rates Fringes

BAKER, GILLIAM, GRANT, MORROW, UMATILLA, UNION, WALLOWA, AND WHEELER COUNTIES

ELECTRICIANS	28.75	3%+9.63
CABLE SPLICERS	30.19	3%+9.63

ELEC0112K 06/01/2002

Rates Fringes

BAKER, GILLIAM, GRANT, MORROW, UMATILLA, UNION, WALLOWA AND WHEELER COUNTIES

COMMUNICATIONS & SYSTEMS
TECHNICIAN

19.97

5.93

SCOPE OF WORK

Includes the installation testing, service and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call systems, radio page, school intercom and sound, burglar alarms, and low voltage master clock systems.

WORK EXCLUDED

Raceway systems are not covered (excluding Ladder-Rack for the purpose of the above listed systems). Chases and/or nipples (not to exceed 10 feet) may be installed on open wiring systems.

Energy management systems.

SCADA (Supervisory Control and Data Acquisition) when not intrinsic to the above listed systems (in the scope).

Fire alarm systems when installed in raceways (including wire and cable pulling) shall be performed at the electrician wage rate, when either of the following two (2) conditions apply:

1. The project involves new or major remodel building trades construction.

2. The conductors for the fire alarm system are installed in conduit.

ELEC0280A 01/01/2003

BENTON, CROOK, DESCHUTES, JEFFERSON, LANE (EAST OF A LINE RUNNING NORTH AND SOUTH FROM THE NORTHEAST CORNER OF LINCOLN COUNTY), LINN, MARION, POLK, AND YAMHILL (SOUTHERN HALF) COUNTIES

	Rates	Fringes
ELECTRICIANS	29.44	3%+10.70
CABLE SPLICERS	32.38	3%+10.70

ELEC0280B 01/01/2003

BENTON, CROOK, DESCHUTES, JEFFERSON, LANE (EAST OF A LINE RUNNING NORTH AND SOUTH FROM THE NORTHEAST CORNER OF LINCOLN COUNTY), LINN, MARION, POLK AND YAMHILL (SOUTHERN HALF) COUNTIES

COMMUNICATIONS AND SYSTEMS

	Rates	Fringes
TECHNICIAN	21.26	7.59
CATV INSTALLER	16.40	4.60

CATV installer may install, maintain, and/or replace coaxial cable associated with cable television installation.

SCOPE OF WORK

Includes the installation testing, service and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound vision and digital for commercial, education, security and entertainment purposes for the TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call systems, radio page, school intercom and sound, burglar alarms, and low voltage master clock systems.

A. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION

AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS

SCADA (Supervisory Control and Data Acquisition)
PCM (Pulse Code Modulation)
Inventory Control Systems
Digital Data Systems
Broadband and Baseband and Carriers
Post of Sale Systems
VSAT Data Systems
Data Communication Systems
RF and Remote Control Systems
Fiber Optic Data Systems

B. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS

Background foreground musicc
Intercom and telephone interconnect systems
Telephone systems
Nurse call systems
Radio page systems
School intercom and sound systems
Burglar alarm systems
Low voltage master clock systems
Multi media/multiplex systems
Sound and musical entertainment systems
RF systems
Antennas and Wave Guide

C. FIRE ALARM SYSTEMS

Installation, wire pulling and testing

D. TELEVISION AND VIDEO SYSTEMS

Television monitoring and surveillance systems
Video security systems
Video entertainment systems
Video educational systems
Microwave transmission systems
CATV and CCTV

E. SECURITY SYSTEMS

Perimeter security systems
Vibration sensor systems
Card access systems
Access Control systems
Sonar/Infrared monitoring equipment

ELEC0291A 06/01/2002

	Rates	Fringes
MALHEUR COUNTY		
ELECTRICIANS	24.84	3%+6.59
CABLE SPLICERS	27.32	3%+6.59

ELEC0659A 01/01/2003

	Rates	Fringes
HARNEY, JACKSON, JOSEPHINE, KLAMATH AND LAKE COUNTIES		
ELECTRICIANS	27.00	9.81
CABLE SPLICERS	27.00	9.81

ELEC0659E 01/01/2003

	Rates	Fringes
HARNEY, JACKSON, KLAMATH AND LAKE COUNTIES		
COMMUNICATIONS AND SYSTEMS		
TECHNICIAN	21.00	7.38
CATV INSTALLER	16.40	4.60

CATV installer may install, maintain, and/or replace coaxial cable associated with cable television installation.

SCOPE OF WORK

Includes the installation testing, service and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound vision and digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call systems, radio page, school intercom and sound, burglar alarms, and low voltage master clock systems.

A. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS

- SCADA (Supervisory Control and Data Acquisition)
- PCM (Pulse Code Modulation)
- Inventory Control Systems
- Digital Data Systems
- Broadband and Baseband and Carriers
- Post of Sale Systems
- VSAT Data Systems
- Data Communication Systems
- RF and Remote Control Systems
- Fiber Optic Data Systems
- Intercom and telephone interconnect systems

B. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS

- Background foreground music
- Intercom and telephone interconnect systems
- Telephone systems

- Nurse call systems
- Radio page systems
- School intercom and sound systems
- Burglar alarm systems
- Low voltage master clock systems
- Multi media/multiplex systems
- Sound and musical entertainment systems
- RF systems

Antennas and Wave Guide

C. FIRE ALARM SYSTEMS

Installation, wire pulling and testing

D. TELEVISION AND VIDEO SYSTEMS

- Television monitoring and surveillance systems
- Video security systems
- Video entertainment systems
- Video educational systems
- Microwave transmission systems
- CATV and CCTV

E. SECURITY SYSTEMS

- Perimeter security systems
- Vibration sensor systems
- Card access systems
- Access control systems
- Sonar/infrared monitoring equipment

 ELEC0932A 01/01/2003

	Rates	Fringes
COOS, CURRY, LINCOLN AND LANE COUNTIES (AREA LYING WEST OF A LINE NORTH AND SOUTH FROM THE N.E. CORNER OF COOS COUNTY TO THE S.E. CORNER OF LINCOLN COUNTY)		

ELECTRICIANS	27.25	3%+9.85
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ELEC0932C 01/01/2003

	Rates	Fringes
LANE (AREA LYING WEST OF A LINE NORTH AND SOUTH FROM THE N.E. CORNER OF COOS COUNTY TO THE S.E. CORNER OF LINCOLN COUNTY) AND LINCOLN COUNTIES		

COMMUNICATIONS AND SYSTEMS

TECHNICIAN	19.81	7.99
CATV INSTALLER	16.40	4.60

CATV Installer may install, maintain, and/or replace coaxial cable associated with cable television installation.

SCOPE OF WORK

Includes the installation testing, service and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound vision and digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems,

microwave transmission, multi-media, multiplex, nurse call systems, radio page, school intercom and sound, burglar alarms, and low voltage master clock systems.

A. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE

INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS

- SCADA (Supervisory Control and Data Acquisition)
- PCM (Pulse Code Modulation)
- Inventory Control Systems
- Digital Data Systems
- Broadband and Baseband and Carriers
- Post of Sale Systems
- VSAT Data Systems
- Data Communication Systems
- RF and Remote Control Systems
- Fiber Optic Data Systems

B. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS

- Background foreground musicc
- Intercom and telephone interconnect systems
- Telephone systems
- Nurse call systems
- Radio page systems
- School intercom and sound systems
- Burglar alarm systems
- Low voltage master clock systems
- Multi media/multiplex systems
- Sound and musical entertainment systems
- RF systems
- Antennas and Wave Guide

C. FIRE ALARM SYSTEMS

- Installation, wire pulling and testing

D. TELEVISION AND VIDEO SYSTEMS

- Television monitoring and surveillance systems
- Video security systems
- Video entertainment systems
- Video educational systems
- Microwave transmission systems
- CATV and CCTV

E. SECURITY SYSTEMS

- Perimeter security systems
- Vibration sensor systems
- Card access systems
- Access control systems
- Sonar/infrared monitoring equipment

 ELEV0019D 01/01/2003

	Rates	Fringes
BAKER, UNION, UMATILLA AND WALLOWA COUNTIES		
ELEVATOR MECHANICS	33.745	9.355+a

FOOTNOTE a: Vacation Pay: 8% with 5 or more years of service, 6% for 6 months to 5 years service. Paid Holidays: New Years Day,

Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Friday after, and Christmas Day.

 ELEV0023A 01/01/2003

	Rates	Fringes
ALL COVERED COUNTIES (EXCLUDING BAKER, UMATILLA, UNION AND WALLOWA COUNTIES)		

ELEVATOR MECHANIC	33.915	9.355+a
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FOOTNOTE a: Vacation Pay: 8% with 5 or more years of service, 6% for 6 months to 5 years service. Paid Holidays: Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Friday after, and Christmas Day, and New Years Day.

ENGI0701B 01/01/2003

	Rates	Fringes
POWER EQUIPMENT OPERATORS (See Footnote A)		

ZONE 1:

GROUP 1	29.30	8.95
GROUP 1A	30.77	8.95
GROUP 1B	32.23	8.95
GROUP 2	28.07	8.95
GROUP 3	27.31	8.95
GROUP 4	26.79	8.95
GROUP 5	26.19	8.95
GROUP 6	23.84	8.95

Zone Differential (add to Zone 1 rates):

Zone 2 - \$1.50

Zone 3 - 3.00

For the following metropolitan counties: MULTNOMAH; CLACKAMAS; MARION; WASHINGTON; YAMHILL; AND COLUMBIA; CLARK; AND COWLITZ COUNTY, WASHINGTON WITH MODIFICATIONS AS INDICATED:

All jobs or projects located in Multnomah, Clackamas and Marion Counties, West of the western boundary of Mt. Hood National Forest and West of Mile Post 30 on Interstate 84 and West of Mile Post 30 on State Highway 26 and West of Mile Post 30 on Highway 22 and all jobs or projects located in Yamhill County, Washington County and Columbia County and all jobs or projects located in Clark & Cowlitz County, Washington except that portion of Cowlitz County in the Mt. St. Helens "Blast Zone" shall receive Zone I pay for all classifications.

All jobs or projects located in the area outside the identified boundary above, but less than 50 miles from the Portland City Hall shall receive Zone II pay for all classifications.

All jobs or projects located more than 50 miles from the Portland City Hall, but outside the identified border above, shall receive Zone III pay for all classifications.

For the following cities: ALBANY; BEND; COOS BAY; EUGENE; GRANTS PASS; KLAMATH FALLS; MEDFORD; ROSEBURG

All jobs or projects located within 30 miles of the respective city hall of the above mentioned cities shall receive Zone I pay for all classifications.

All jobs or projects located more than 30 miles and less than 50 miles from the respective city hall of the above mentioned cities shall receive Zone II pay for all classifications.

All jobs or projects located more than 50 miles from the respective city hall of the above mentioned cities shall receive Zone III pay for all classifications.

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: CONCRETE: Batch Plant and/or Wet Mix Operator, three units or more; CRANE: Helicopter Operator, when used in erecting work; Whirley Operator, 90 ton and over; LATTICE BOOM CRANE: Operator 200 tons through 299 tons, and/or over 200 feet boom; HYDRAULIC CRANE: Hydraulic Crane Operator 90 tons through 199 tons with luffing or tower attachments; FLOATING EQUIPMENT: Floating Crane, 150 ton but less than 250 ton

GROUP 1A: HYDRAULIC CRANE: Hydraulic Operator, 200 tons and over (with luffing or tower attachment); LATTICE BOOM CRANE: Operator, 200 tons through 299 tons, with over 200 feet boom; FLOATING EQUIPMENT: Floating Crane 250 ton and over

GROUP 1B: LATTICE BOOM CRANE: Operator, 300 tons through 399 tons with over 200 feet boom; Operator 400 tons and over; FLOATING EQUIPMENT: Floating Crane 350 ton and over

GROUP 2: ASPHALT: Asphalt Plant Operator (any type); Roto Mill, pavement profiler, operator, 6 foot lateral cut and over; BLADE: Auto Grader or "Trimmer" (Grade Checker required); Blade Operator, Robotic; BULLDOZERS: Bulldozer operator over 120,000 lbs and above; Bulldozer operator, twin engine; Bulldozer Operator, tandem, quadnine, D10, D11, and similar type; Bulldozere Robotic Equipment (any type); CONCRETE: Batch Plant and/or Wet Mix Operator, one and two drum; Automatic Concrete Slip Form Paver Operator; Concrete Canal Line Operator; Concrete Profiler, Diamond Head; CRANE: Cableway Operator, 25 tons and over; HYDRAULIC CRANE: Hydraulic crane operator 90 tons through 199 tons (with luffing or tower attachment); TOWER/WHIRLEY OPERATOR: Tower Crane Operator; Whirley Operator, under 90 tons; LATTICE BOOM CRANE: 90 through 199 tons and/or 150 to 200 feet boom; CRUSHER: Crusher Plant Operator; FLOATING EQUIPMENT: Floating Clamshell, etc.operator, 3 cu. yds. and over; Floating Crane (derrick barge) Operator, 30 tons but less than 150 tons; LOADERS: Loader operator, 120,000 lbs. and above; REMOTE CONTROL: Remote controlled earth-moving equipment; RUBBER-TIRED SCRAPERS: Rubber-tired scraper operator, with tandem scrapers, multi-engine; SHOVEL, DRAGLINE, CLAMSHELL, SKOOPER OPERATOR: Shovel, Dragline, Clamshell, operator 5 cu. yds and over; TRENCHING MACHINE:

Wheel Excavator, under 750 cu. yds. per hour (Grade Oiler required); Canal Trimmer (Grade Oiler required); Wheel Excavator, over 750 cu. yds. per hour; Band Wagon (in conjunction with wheel excavator); UNDERWATER EQUIPMENT: Underwater Equipment Operator,

remote or otherwise; HYDRAULIC HOES-EXCAVATOR: Excavator over 130,000 lbs.

GROUP 3: BULLDOZERS: Bulldozer operator, over 70,000 lbs. up to and including 120,000 lbs.; HYDRAULIC CRANE: Hydraulic crane operator, 50 tons through 89 tons (with luffing or tower attachment); LATTICE BOOM CRANES: Lattice Boom Crane-50 through 89 tons (and less than 150 feet boom); FORKLIFT: Rock Hound Operator; HYDRAULIC HOES-EXCAVATOR: excavator over 80,000 lbs. through 130,000 lbs.; LOADERS: Loader operator 60,000 and less than 120,000; RUBBER-TIRED SCRAPERS: Scraper Operator, with tandem scrapers; Self-loading, paddle wheel, auger type, finish and/or 2 or more units; SHOVEL, DRAGLINE, CLAMSHELL, SKOOPER OPERATOR: Shovel, Dragline, Clamshell operators 3 cu. yds. but less than 5 cu yds.

GROUP 4: ASPHALT: Screed Operator; Asphalt Paver operator (screeman required); BLADE: Blade operator; Blade operator, finish; Blade operator, externally controlled by electronic, mechanical hydraulic means; Blade operator, multi-engine; BULLDOZERS: Bulldozer Operator over 20,000 lbs and more than 100 horse up to 70,000 lbs; Drill Cat Operator; Side-boom Operator; Cable-Plow Operator (any type); CLEARING: Log Skidders; Chippers; Incinerator; Stump Splitter (loader mounted or similar type); Stump Grinder (loader mounted or similar type; Tub Grinder; Land Clearing Machine (Track mounted forestry mowing & grinding machine); Hydro Axe (loader mounted or similar type); COMPACTORS SELF-PROPELLED: Compactor Operator, with blade; Compactor Operator, multi-engine; Compactor Operator, robotic; CONCRETE: Mixer Mobile Operator; Screed Operator; Concrete Cooling Machine Operator; Concrete Paving Road Mixer; Concrete Breaker; Reinforced Tank Banding Machine (K-17 or similar types); Laser Screed; CRANE: Chicago boom and similar types; Lift Slab Machine Operator; Boom type lifting device, 5 ton capacity or less; Hoist Operator, two (2) drum; Hoist Operator, three (3) or more drums; Derrick Operator, under 100 ton; Hoist Operator, stiff leg, guy derrick or similar type, 50 ton and over; Cableway Operator up to twenty (25) ton; Bridge Crane Operator, Locomotive, Gantry, Overhead; Cherry Picker or similar type crane hoist five (5) ton capacity or less; Hydraulic Crane Operator, under 50 tons; LATTICE BOOM CRANE OPERATOR: Lattice Boom Crane Operator, under 50 tons; CRUSHER: Generator Operator; Diesel-Electric Engineer; Grizzley Operator; DRILLING: Drill Doctor; Boring Machine Operator; Driller-Percussion, Diamond, Core, Cable, Rotary and similar type; Cat Drill (John Henry); Directional Drill Operator over 20,000 lbs pullback; FLOATING EQUIPMENT: Diesel-electric Engineer; Jack Operator, elevating barges, Barge Operator, self-unloading; Piledriver Operator (not crane type) (Deckhand required); Floating Clamshell, etc. Operator, under 3 cu. yds. (Fireman or Diesel-Electric Engineer required); Floating Crane (derrick barge) Operator, less than 30 tons; GENERATORS: Generator Operator; Diesel-electric Engineer;

GUARDRAIL EQUIPMENT: Guardrail Punch Operator (all types); Guardrail Auger Operator (all types); Combination Guardrail machines, i.e., punch auger, etc.; HEATING PLANT: Surface Heater and Planer Operator; HYDRAULIC HOES EXCAVATOR: Robotic Hydraulic backhoe operator, track and wheel type up to and including 20,000 lbs. with any or all attachments; Excavator Operator over 20,000 lbs through 80,000 lbs.; LOADERS: Belt Loaders, Kolman and

Ko Cal types; Loaders Operator, front end and overhead, 25,000 lbs and less than 60,000 lbs; Elevating Grader Operator by Tractor operator, Sierra, Euclid or similar types; PILEDRIVERS: Hammer Operator; Piledriver Operator (not crane type); PIPELINE, SEWER WATER: Pipe Cleaning Machine Operator; Pipe Doping Machine Operator; Pipe Bending Machine Operator; Pipe Wrapping Machine Operator; Boring Machine Operator; Back Filling Machine Operator; REMOTE CONTROL: Concrete Cleaning Decontamination Machine Operator; Ultra High Pressure Water Jet Cutting Tool System Operator/Mechanic; Vacuum Blasting Machine Operator/mechanic; REPAIRMEN, HEAVY DUTY: Diesel Electric Engineer (Plant or Floating; Bolt Threading Machine operator; Drill Doctor (Bit Grinder); H.D. Mechanic; Machine Tool Operator; RUBBER-TIRED SCRAPERS: Rubber-tired Scraper Operator, single engine, single scraper; Self-loading, paddle wheel, auger type under 15 cu. yds.; Rubber-tired Scraper Operator, twin engine; Rubber-tired Scraper Operator, with push-pull attachments; Self Loading, paddle wheel, auger type 15 cu. yds. and over, single engine; Water pulls, water wagons; SHOVEL, DRAGLINE, CLAMSHELL, SKOOPER OPERATOR: Diesel Electric Engineer; Stationary Drag Scraper Operator; Shovel, Dragline, Clamshell, Operator under 3 cy yds.; Grade-all Operator; SURFACE (BASE) MATERIAL: Blade mounted spreaders, Ulrich and similar types; TRACTOR-RUBBERED TIRED: Tractor operator, rubber-tired, over 50 hp flywheel; Tractor operator, with boom attachment; Rubber-tired dozers and pushers (Michigan, Cat, Hough type); Skip Loader, Drag Box; TRENCHING MACHINE: Trenching Machine operator, digging capacity over 3 ft depth; Back filling machine operator; TUNNEL: Mucking machine operator

GROUP 5: ASPHALT: Extrusion Machine Operator; Roller Operator (any asphalt mix); Asphalt Burner and Reconditioner Operator (any type); Roto-Mill, pavement profiler, ground man; BULLDOZERS: Bulldozer operator, 20,000 lbs. or less or 100 horse or less; COMPRESSORS: Compressor Operator (any power), over 1,250 cu. ft. total capacity; COMPACTORS: Compactor Operator, including vibratory; Wagner Factor Operator or similar type (without blade); CONCRETE: Combination mixer and Compressor Operator, gunite work; Concrete Batch Plant Quality Control Operator; Beltcrete Operator; Pumpcrete Operator (any type); Pavement Grinder and/or Grooving Machine Operator (riding type); Cement Pump Operator, Fuller-Kenyon and similar; Concrete Pump Operator; Grouting Machine Operator; Concrete mixer operator, single drum, under (5) bag capacity; Cast in place pipe laying machine; maginnis Internal Full slab vibrator operator; Concrete finishing machine operator, Clary, Johnson, Bidwell, Burgess Bridge deck or similar type; Curb Machine Operator, mechanical Berm, Curb and/or Curb and Gutter; Concrete Joint Machine Operator; Concrete Planer Operator; Tower Mobile Operator; Power

Jumbo Operator setting slip forms in tunnels; Slip Form Pumps, power driven hydraulic lifting device for concrete forms; Concrete Paving Machine Operator; Concrete Finishing Machine Operator; Concrete Spreader Operator; CRANE: Helicopter Hoist Operator; Hoist Operator, single drum; Elevator Operator; A-frame Truck Operator, Double drum; Boom Truck Operator; HYDRAULIC CRANE OPERATOR: Hydraulic Boom Truck, Pittman; DRILLING: Churn Drill and Earth Boring Machine Operator; Directional Drill Operator over 20,000 lbs pullback; FLOATING EQUIPMENT: Fireman; FORKLIFT: Lull Hi-Lift Operator or similar type; Fork Lift, over

5 ton and/or robotic; HYDRAULIC HOES EXCAVATORS: Hydraulic Backhoe Operator, wheel type (Ford, John Deere, Case type); Hydraulic Backhoe Operator track type up to and including 20,000 lbs.; LOADERS: Loaders, rubber-tired type, less than 25,000 lbs; Elevating Grader Operator, Tractor Towed requiring Operator or Grader; Elevating loader operator, Athey and similar types; OILERS: Service Oiler (Greaser); PIPELINE-SEWER WATER: Hydra hammer or simialr types; Pavement Breaker Operator; PUMPS: Pump Operator, more than 5 (any size); Pot Rammer Operator; RAILROAD EQUIPMENT: Locomotive Operator, under 40 tons; Ballast Regulator Operator; Ballast Tamper Multi-Purpose Operator; Track Liner Operator; Tie Spacer Operator; Shuttle Car Operator; Locomotive Operator, 40 tons and over; MATERIAL HAULRS: Cat wagon DJB's Volvo similar types; Conveyored material hauler; SURFACING (BASE) MATERIAL: Rock Spreaders, self-propelled; Pulva-mixer or similar types; Chiip Spreading machine operator; Lime spreading operator, construction job siter; SWEEPERS: Sweeper operator (Wayne type) self-propelled construction job site; TRACTOR-RUBBER TIERED: Tractor operator, rubber-tired, 50 hp flywheel and under; Trenching machine operator, maximum digging capacity 3 ft depth; TUNNEL: Dinkey

GROUP 6: ASPHALT: Plant Oiler; Plant Fireman; Pugmill Operator (any type); Truck mounted asphalt spreader, with screed; COMPRESSORS: Compressor Operator (any power), under 1,250 cu. ft. total capacity; CONCRETE: Plant Oiler, Assistant Conveyor Operator; Conveyor Operator; Mixer Box Operator (C.T.B., dry batch, etc.); Cement Hog Operator; Concrete Saw Operator; Concrete Curing Machine Operator (riding type); Wire Mat or Brooming Machine Operator; CRANE: Oiler; Fireman, all equipment; Truck Crane Oiler Driver; A-frame Truck Operator, single drum; Tugger or Coffin Type Hoist Operator; CRUSHER: Crusher Oiler; Crusher Feederman; CRUSHER: Crusher oiler; Crusher feederman; DRILLING: Drill Tender; Auger Oiler; FLOATING EQUIPMENT: Deckhand; Boatman; FORKLIFT: Self-propelled Scaffolding Operator, construction job site (exclduing working platform); Fork Lift or Lumber Stacker Operator, construction job site; Ross Carrier Operator, construction job site; GUARDRAIL EQUIPMENT: Oiler; Auger Oiler; Oiler, combination guardrail machines; Guardrail Punch Oiler; HEATING PLANT: Temporary Heating Plant Operator; LOADERS: Bobcat, skid steer (less than 1 cu yd.); Bucket Elevator Loader Operator, BarberGreene and similar types; OILERS: Oiler; Guardrail Punch Oiler; Truck Crane Oiler-Driver; Auger Oiler; Grade Oiler, required to check grade; Grade Checker; PIPELINE-SEWER WATER: Tar Pot Fireman; Tar Pot Fireman (power agitated); PUMPS: Pump Operator (any power); Hydrostatic

Pump Operator; RAILROAD EQUIPMENT: Brakeman; Oiler; Switchman; Motorman; Ballast Jack Tamper Operator; SHOVEL, DRAGLINE, CLAMSHELL, SKOOPER, ETC. OPERATOR: Oiler, Grade Oiler (required to check grade); Grade Checker; Fireman; SWEEPER: Broom operator, self propelled, construction job site; SURFACING (BASE) MATERIAL: Roller Operator, grading of base rock (not asphalt); Tamping Machine operator, mechanical, self-propelled; Hydrographic Seeder Machine Operator; TRENCHING MACHINE: Oiler; Grade Oiler; TUNNEL: Conveyor operator; Air filtration equipment operator

IRON0029K 07/01/2002

Rates

Fringes

IRONWORKERS 26.97 11.80

LABO0001M 06/01/2002

	Rates	Fringes
MASON TENDERS/HOD CARRIERS: Tenders to Bricklayers, Tile Setters, Marble Setters and Terrazzo Workers, Topping for Cement Finishers and Mortar Mixers	23.79	7.40

LABO0003A 06/01/2002

	Rates	Fringes
ZONE 1: LABORERS (SEE FOOTNOTE C):		
GROUP 1	22.18	7.45
GROUP 2	22.69	7.45
GROUP 3	23.08	7.45
GROUP 4	23.41	7.45
GROUP 5	19.61	7.45

Zone Differential (Add to Zone 1 rates):

- Zone 2 - \$0.65
- Zone 3 - 1.15
- Zone 4 - 1.70
- Zone 5 - 2.75

BASE POINT CITIES:

ALBANY	ASTORIA	BAKER CITY
BEND	BURNS	COOS BAY
EUGENE	GRANTS PASS	HERMISTON
KLAMATH FALLS	MEDFORD	PENDLETON
PORTLAND	ROSEBURG	SALEM
THE DALLES		

- Zone 1 - All jobs or projects located with 30 miles of the respective City Hall
- Zone 2 - More than 30 miles and less than 40 miles from the respective City Hall
- Zone 3 - More than 40 miles and less than 50 miles from the respective City Hall
- Zone 4 - More than 50 miles and less than 80 miles from the respective City Hall
- Zone 5 - More than 80 miles from the respective City Hall.

LABORER CLASSIFICATIONS

GROUP 1: Asphalt Spreaders; Asphalt Plant Laborers; Batch Weighman; Broomers; Brush Burners and Cutters; Car and Truck Loaders; Carpenter Tender; Change-House Man or Dry Shack Man; Choker Setter; Cleanup Laborers; Curing, Concrete; Demolition, Wrecking, and Moving Laborers; Dumpers, road oiling crew; Dumpmen (for grading crew); Elevator Feeders; Fine Graders; Fence Builders; Form Strippers (not swinging stages); Guard Rail, Median Rail, Guide Post, Reference Post, Right-of-way Marker; Hazardous Waste Laborers; Landscaping or Planting Laborer;

Leverman or Aggregate Spreader (Flaherty and similar types); Loading Spotters; Material Yard Man (including electrical); Pittsburgh Chipper Operator or similar types; Railroad Track Laborers; Ribbon Setters (including steel forms); Rip Rap Man (hand placed); Road Pump Tender; Sewer Labor; Signalman; Skipman; Slopers; Spraymen; Stake Chaser; Stockpiler; Tie Back Shoring; Timber Faller and Bucker (hand labor); Toolroom Man (at jobsite); Weight-Man-Crusher (aggregate when used)

GROUP 2: Applicator (including Pot Tender for same), applying protective material by hand or nozzle on utility lines or storage tanks on project; Brush Cutters (power saw); Burners; Choker Splicer; Clary Power Spreader and similar types; Clean-up Nozzleman-Green-Cutter (concrete, rock, etc.); Concrete Laborers; Concrete Power Buggyman; Crusher Feeder; Demolition and Wrecking Charred Materials; Dropping and Wrapping Pipe; Gunite Nozzleman Tender; Gunite or Sand Blasting Pot Tender; Handlers or Mixers of all materials of an irritating nature (including cement and lime); Post Hole Diggers (air, gas or electric); Sand Blasting (wet); Stake-Setter; Tampers; Tool Operators (includes but not limited to: Dry Pack Machine, Jackhammer, Chipping Guns, Paving Breakers)

GROUP 3: Asbestos removal (structural removal only); Bit Grinder; Concrete Saw Operator; Drill Doctor; Drill Operators (Air Tracks, Cat Drills, Wagon Drills, Rubber-mounted Drills, and other similar types, including at crusher plants); Manhole Builder; Nippers, and Timbermen; Power Saw Operators-Bucking and Falling; Sand Blasting (dry); Sewer Timberman; Track Liners, Anchor Machines, Ballast Regulators, Multiple Tampers, Power Jacks; Vibrators; Vibrating Screed; Water Blaster

GROUP 4: Asphalt Rakers; Grade Checker; Concrete Nozzleman; Gunite Nozzleman; High Scalers, Strippers and Drillers (covers work in swinging stages, chairs or belts, under extreme conditions unusual to normal drilling, blasting, barring-down, or sloping and stripping-down or sloping and stripping); Pipelayers (all types); Powdermen; Pumpcrete Nozzlemen; Loop Installation; TUNNELS: Miner; Powderman; Motorman-Dinky Locomotive; Shield Operator; Tunnel Bullganag (above ground); Tunnel-Chuck Tenders; Tunnel-Muckers, brakemen, concrete crew, bull gang (underground)

GROUP 5: Traffic Flaggers

LABO0003D 06/01/2002

	Rates	Fringes
PLASTERER HOD CARRIER	22.54	7.40

PAIN0005N 10/01/2002

	Rates	Fringes
MALHEUR COUNTY		
GLAZIERS	18.05	7.40

PAIN0054O 06/01/2002

	Rates	Fringes
MORROW, UMATILLA AND WALLOWA COUNTIES		
DRYWALL FINISHERS	20.88	5.16

PAIN0055A 07/01/2002

	Rates	Fringes
CLACKAMAS, COLUMBIA, HOOD RIVER, MULTNOMAH, MORROW, UMATILLA, WALLOWA, WASCO AND WASHINGTON COUNTIES		

COMMERCIAL:

Painters	17.35	5.08
High work-All work 60 feet or higher	18.10	5.08

INDUSTRIAL:

PAINTERS:

Brush and Roller	17.95	5.08
Spray & Sandblasting	18.55	5.08
High Work-All work 60 feet or higher	18.70	5.08

BAKER, BENTON, CLATSOP, CROOK, DESCHUTES, GRANT, GILLIAM,
HARNEY, JEFFERSON, LAKE, LANE, LINN, LINCOLN, MALHEUR, MARION,
POLK, TILLAMOOK, SHERMAN, UNION, WHEELER AND YAMHILL COUNTIES

COMMERCIAL:

Painters	16.35	5.08
High work-All work 60 feet or higher	17.10	5.08

INDUSTRIAL:

PAINTERS:

Brush and Roller	16.95	5.08
Spray and Sandblasting	17.55	5.08
High Work - All work 60 feet or higher	17.70	5.08

JACKSON AND KLAMATH COUNTIES

COMMERCIAL:

Painters	14.35	5.08
High Work-All Work 60 feet or higher	15.10	5.08

INDUSTRIAL:

PAINTERS:

Brush & Roller	14.95	5.08
Spray, Sandblasting	15.55	5.08
High work-All work 60 feet or higher	15.70	5.08

PAIN0055K 08/01/2002

	Rates	Fringes
BENTON, DESCHUTES, JACKSON, KLAMATH, JACKSON, LANE AND LINN COUNTIES		

DRYWALL FINISHERS 20.66 8.37

ALL REMAINING COUNTIES (EXCLUDING MORROW, UMATILLA AND
WALLOWA COUNTIES)

DRYWALL FINISHERS 26.11 9.12

PAIN0477D 12/01/1982

MALHEUR COUNTY Rates Fringes

LINOLEUM, CARPET AND
SOFT TILE APPLICATORS 13.66 1.19

PAIN0740A 07/01/2002

ALL COVERED COUNTIES (EXCLUDING MALHEUR COUNTY) Rates Fringes

GLAZIERS 27.35 8.24

PAIN1236A 09/01/2002

ALL COVERED COUNTIES (EXCLUDING MALHEUR COUNTY) Rates Fringes

LINOLEUM, CARPET AND
SOFT TILE APPLICATORS 23.61 7.05

PLAS0082A 06/01/2002

PLASTERERS Rates Fringes
24.14 7.13

PLAS0555A 06/01/2002

CEMENT MASONS: Rates Fringes

ZONE 1:

CEMENT MASONS 24.24 9.70

COMPOSITION WORKERS AND
POWER MACHINERY OPERATORS 24.68 9.70

CEMENT MASONS ON SUSPENDED,
SWINGING AND/OR HANGING

SCAFFOLD 24.68 9.70

CEMENT MASONS DOING BOTH
COMPOSITION/POWER MACHINERY

AND SUSPENDED/HANGING
SCAFFOLD 25.13 9.70

Zone Differential (Add To Zone 1 Rates):

Zone 2 - \$0.65

Zone 3 - 1.15

Zone 4 - 1.70

Zone 5 - 3.00

BASE POINTS: BEND, CORVALLIS, EUGENE, LONGVIEW, MEDFORD,

PORTLAND, SALEM, THE DALLES, VANCOUVER

- ZONE 1: Projects within 30 miles of the respective city hall
- ZONE 2: More than 30 miles but less than 40 miles from the respective city hall.
- ZONE 3: More than 40 miles but less than 50 miles from the respective city hall.
- ZONE 4: More than 50 miles but less than 80 miles from the respective city hall.
- ZONE 5: More than 80 miles from the respective city hall

PLUM0290B 04/01/2002

Rates Fringes

BENTON, CLACKAMAS, CLATSOP, COLUMBIA, CROOK, DESCHUTES, GILLIAM, GRANT AND HARNEY (those portions which lies north and west of a north-south line drawn from the town of John Day to a point five miles east of the town of Burns and three miles south of Burns thence on an airline through the town of Wagontire west to the County lines), HOOD RIVER, JACKSON, JEFFERSON, KLAMATH, LAKE, LANE, LINCOLN, LINN, MARION, MULTNOMAH, POLK, SHERMAN, TILLAMOOK, WASCO, WASHINGTON, WHEELER AND YAMHILL COUNTIES

PLUMBERS AND PIPEFITTERS	31.31	12.12
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PLUM0296B 06/01/2002

Rates Fringes

BAKER, HARNEY (Remainder of County) AND MALHEUR COUNTIES

PLUMBERS AND PIPEFITTERS	23.54	8.02
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PLUM0598A 06/01/2002

Rates Fringes

GRANT (Remainder of County), MORROW, UMATILLA, UNION AND WALLOWA COUNTIES

PLUMBERS AND PIPEFITTERS	29.85	12.59
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ROOF0049A 06/01/2002

Rates Fringes

BAKER, CLACKAMAS, CLATSOP, COLUMBIA, GRANT, GILLIAN, HOOD RIVER, JEFFERSON, MULTNOMAH, SHERMAN, TILLAMOOK, WASCO, WASHINGTON AND WHEELER COUNTIES.

ROOFERS	23.65	6.23
REMOVAL OF COAL TAR PITCH	26.02	6.23

ROOF0156A 06/01/2002

Rates Fringes

BENTON, CROOK, DESCHUTES, HARNEY, JACKSON, KLAMATH, LAKE, LANE, LINCOLN AND LINN COUNTIES

ROOFERS	17.05	5.80
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MARION, POLK AND YAMHILL COUNTIES

ROOFERS	18.05	6.90
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ROOF0189C 07/01/2002

	Rates	Fringes
MORROW COUNTY		
ROOFERS	20.47	5.90

ROOF0209A 05/01/2002

	Rates	Fringes
MALHEUR COUNTY		
ROOFERS	18.40	4.00

SFOR0669A 04/01/2003

	Rates	Fringes
BAKER, GILLIAM, GRANT, HARNEY, MAHLHEUR, MORROW, UMATILLA, UNION, WALLOWA AND WHEELER COS.		
SPRINKLER FITTERS	23.50	11.40

BENTON, CLACKAMAS, CLATSOP, COLUMBIA, CROOK, DESCHUTES, HOOD RIVER, JACKSON, JEFFERSON, KLAMATH, LAKE, LANE, LINCOLN, LINN, MARION, MULTNOMAH, POLK, SHERMAN, TILLAMOOK, WASCO, WASHINGTON AND YAMHILL COS.

SPRINKLER FITTERS	25.65	11.40
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SHEE0016A 11/01/2002

	Rates	Fringes
BENTON, CLACKAMAS, CLATSOP, COLUMBIA, CROOK, DESCHUTES, GILLIAM, GRANT, HARNEY, HOOD RIVER, JEFFERSON, LINCOLN, LINN, MARION, MULTNOMAH, POLK, SHERMAN, TILLAMOOK, WASCO, WASHINGTON, WHEELER, AND YAMHILL COUNTIES		

SHEET METAL WORKERS	29.23	11.39
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SHEE0016E 01/01/2003

	Rates	Fringes
JACKSON AND KLAMATH COUNTIES		
SHEET METAL WORKERS (INCLUDING HVAC DUCT WORK)	19.19	8.59

SHEE0016F 01/01/2003

	Rates	Fringes
LAKE AND LANE COUNTIES		
SHEET METAL WORKERS (INCLUDING HVAC DUCT WORK)	25.01	10.87

SHEE0066B 06/01/2002

	Rates	Fringes
MORROW, UMATILLA, UNION AND WALLOWA COUNTIES		

SHEET METAL WORKERS 25.88 9.90

SHEE0213B 12/01/2002

	Rates	Fringes
BAKER AND MALHEUR COUNTIES		
SHEET METAL WORKERS	21.71	9.31

TEAM0037A 06/01/2002

	Rates	Fringes
TRUCK DRIVERS (See Footnote C):		
ZONE 1:		
GROUP 1	23.65	8.45
GROUP 2	23.77	8.45
GROUP 3	23.90	8.45
GROUP 4	24.16	8.45
GROUP 5	24.38	8.45
GROUP 6	24.54	8.45
GROUP 7	24.74	8.45

Zone Differential (add to Zone 1 rates):

Zone 2 - \$0.65
 Zone 3 - 1.15
 Zone 4 - 1.70
 Zone 5 - 2.75

BASE POINT CITIES

ALBANY	ASTORIA	BAKER
BEND	BROOKINGS	BURNS
COOS BAY	CORVALLIS	EUGENE
GOLDENDALE	GRANTS PASS	HERMISTON
HOOD RIVER	KLAMATH FALLS	LA GRANDE
LAKEVIEW	LONGVIEW	MADRAS
MEDFORD	MCMINNVILLE	OREGON CITY
NEWPORT	ONTARIO	PENDLETON
PORTLAND	PORT ORFORD	REEDSPORT

Zone 1 - All jobs or projects located within 30 miles of the respective City Hall
 Zone 2 - More than 30 miles and less than 40 miles from the respective City Hall
 Zone 3 - More than 40 miles and less than 50 miles from the respective City Hall
 Zone 4 - More than 50 miles and less than 80 miles from the respective City Hall
 Zone 5 - More than 80 miles from the respective City Hall.

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: A-frame or hydra-lift truck w/load bearing surface; Articulated dump truck; Battery rebuilders; Bus or manhaul driver; Concrete buggies (power operated); Concrete pump truck; Dump trucks, side, end and bottom dumps, including semi-trucks and trains or combinations thereof: up to and including 10 cu. yds.; Lift jitneys, fork lifts (all sizes in loading, unloading and transporting material on job site); Loader and/or leverman on

concrete dry batch plant (manually operated); Lubrication man, fuel truck driver, tireman, wash rack, steam cleaner or combination; Pilot car; Pickup Truck; Slurry truck driver or leverman; Solo flat bed and misc. body truck, 0-10 tons; Team drivers; Tireman; Transit mix and wet or dry mix trucks: 5 cu yds. and under; Water wagons (rated capacity) up to 3,000 gallons

GROUP 2: Boom Truck/hydralift or Retracing crane; Challenger; Dumpsters or similar equipment-all sizes; Dump trucks/articulated dumps 6 cu to 10 cu.; Flaherty spreader driver or leverman; Low bed equipment, flat bed semi-truck and trailer or doubles transporting equipment or wet or dry materials; Lumber carrier, driver-straddle carrier (used in loading, unloading and transporting of materials on job site); Oil distributor driver or leverman; Transit mix and wet or dry mix trucks: over 5 cu. yds and including 7 cu. yds; Vacuum trucks; Water Wagons (rated capacity) over 3,000 to 5,000 gallons

GROUP 3: Ammonia nitrate distributor driver; Dump trucks, side, end and bottom dumps, including semi-trucks and trains or combinations thereof: over 10 cu. yds. and including 30 cu. yds., includes articulated dump trucks; Self propelled street sweeper; Transit mix and wet or dry mix trucks, over 7 cu. yds. and including 11 cu. yds.; Truck Mechanic-Welder-Body Repairman; Utility and cleanup truck; Water Wagons (rated capacity) over 5,000 to 10,000 gallons.

GROUP 4: Asphalt Burner; Dump trucks, side, end and bottom dumps, including semi-trucks and trains or combinations thereof: over 30 cu. yds. and including 50 cu. yds. and includes articulated dump trucks; Fire Guard; Transit Mix and Wet or Dry Mix Trucks, over 11 cu. yds. and including 15 cu. yds.; Water Wagon (rated capacity) over 10,000 gallons to 15,000 gallons

GROUP 5: Dump trucks, side, end and bottom dumps, including semi-trucks and trains or combinations thereof: over 50 cu. yds. and including 60 cu. yds. and includes articulated dump trucks

GROUP 6: Bulk Cement spreader w/o auger; Dry Pre Batch Concrete; Mix trucks; Dump trucks, side, end and bottom dumps, including semi-trucks and trains of combinations thereof: over 60 cu. yds. and including 80 cu. yds. and includes articulated dump trucks; Skid truck

GROUP 7: Dump trucks, side, end and bottom dumps, including semi-trucks and trains or combinations thereof: over 80 cu. yds. and including 100 cu. yds., includes articulated dump trucks; industrial lift truck (mechanical tailgate)

END OF TRUCK DRIVERS

FOOTNOTE C: HANDLING OF HAZARDOUS WASTE MATERIALS (LABORERS, POWER EQUIPMENT OPERATORS, AND TRUCK DRIVERS): Personnel in all craft classifications subject to working inside a federally designated Hazardous Waste perimeter shall be eligible for

compensation in accordance with the following group schedule relative to the level of Hazardous Waste as outline in the specific Hazardous Waste Project Site Safety Plan.

H-1 Base Wage Rate when on a hazardous waste site when not outfitted with protective clothing.

H-2 Class "C" Suit - Basic hourly wage rate plus \$1.00 per hour, fringes plus \$0.15.

H-3 Class "B" Suit - Basic hourly wage rate plus \$1.50 per hour, fringes plus \$0.15.

H-4 Class "A" Suit -Basic hourly wage rate plus \$2.00 per hour, fringes plus \$0.15.

 WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

 In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
 Wage and Hour Division
 U. S. Department of Labor
 200 Constitution Avenue, N. W.
 Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request

review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

The request should be accompanied by a full statement of the

interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.
END OF GENERAL DECISION

CONTRACT FOR CONSTRUCTION

THIS CONTRACT, made and entered into this 26th day of August, 2003, by and between the CITY OF NEWBERG, OREGON, a municipal corporation, hereinafter called the "OWNER", and

JOE HATFIELD

of BROWNFIELD ENVIRONMENTAL CONSTRUCTION LLC
39085 SE PIONEER BLVD, SANDY OR 97055

hereinafter called the "CONTRACTOR".

WITNESS:

Said Contractor, in consideration of the sum to be paid him by the said Owner and of the covenants and agreements herein contained, hereby agrees at his own proper cost and expense to do all the work and furnish all the materials, tools, labor, and all appliances, machinery and appurtenances for the **Newberg Site Demolition and Environmental Cleanup Project** to the extent of the Bid made by the Contractor on the 15th day of July, 2003, all full compliance with Contract Documents referred to herein.

The Advertisement for Bids, the signed copy of the Bid made by the Contractor, the fully executed Contract, the Performance and Payment Bond, the Technical Requirements, Technical Specifications, the latest issue of the Davis Bacon Wage Rates, and the plans entitled "**Newberg Site Demolition and Environmental Cleanup Project**" are hereby referred to and by reference made a part of this Contract as fully as if the same were completely set forth herein.

In consideration of the faithful performance of the work herein embraced, as set forth in these Contract Documents, and in accordance with the direction of the Community Development Director and to his satisfaction to the extent provided in the Contract Documents, or as otherwise herein provided and based on the said Bid made by the Contractor, the Owner agrees to pay to the Contractor the amount bid as adjusted in accordance with the Contract Documents, and to make such payments in the manner and at the times provided in the Contract Documents.

The Contractor agrees to complete the work within the time specified herein and to accept as full payment hereunder the amounts computed as determined by the Contract Documents and based on the said Bid.

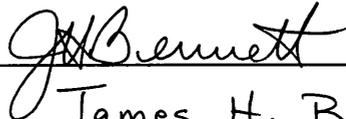
The Contractor agrees to indemnify and save harmless the Owner from any and all defects appearing or developing in the materials furnished and the workmanship performed under this Contract for a period of two years or such other time as applicable law may allow after the date of acceptance of the work in the Contract by the Owner.

In the event that the Contractor shall fail to complete the work within the time limits or the extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid at the rate of two hundred fifty dollars (\$250.00) per consecutive calendar day. Sundays and legal holidays shall be excluded in determining days in default.

The provisions of the 40 USC 276 relating to the Davis Bacon Wage Rates are made a part of this Contract as completely as if the same were fully set forth herein.

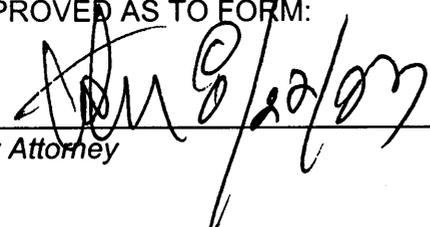
IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first herein above written.

CITY OF NEWBERG, OREGON

By 
Print Name James H. Bennett
Title City Manager

CONTRACTOR
By 
Print Name JOE HATFIELD
Title MEMBER

APPROVED AS TO FORM:


City Attorney

NEWBERG SITE DEMOLITION AND ENVIRONMENTAL CLEANUP PROJECT
BID BOND

KNOW ALL MEN BY THESE PRESENTS That we BROWNFIELD ENVIRONMENTAL CONSTRUCTION, LLC Herein after called Principal, and INSURANCE COMPANY OF THE WEST, a corporation authorized to transact a general surety business in the State of Oregon, herein after called "Surety", are held firmly bound unto the City of Newberg, Oregon, hereinafter called "Owner" in the penal sum of TEN PERCENT OF TOTAL AMOUNT BID*** Dollars (\$ 10%***) lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

WHEREAS, the Principal is herewith submitting their Bid Proposal for the construction of the Newberg Site Demolition and Environmental Cleanup Project of which said Bid is made a part hereof as if fully incorporated herein.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION are such that if the Obligor does not award a contract to the Principal within the time specified in the Contract Documents for the work described in said bid, or in the alternate if the bid submitted by the Principal be accepted and the contract be conditionally awarded to the Principal and if the Principal shall execute the proposed contract and shall furnish the Performance and Payment Bond as required by the Bidding and Contract Documents within the time fixed by said Documents, then this obligation shall be void, otherwise to remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that the obligation of said surety and this bond shall be in no way impaired or affected by any extension of the time within which the Obligor may accept such bid; and said Surety does hereby waive notice of any extension.

IN WITNESS WHEREOF, said Principal and said Surety have caused these presents to be duly signed and sealed this 15TH day of JULY 2003.

PRINCIPAL

SURETY

BROWNFIELD ENVIRONMENTAL CONSTRUCTION, LLC. INSURANCE COMPANY OF THE WEST

Principal company (SEAL)

Surety (SEAL)

by: [Signature]
authorized signer for Principal

by: [Signature]
attorney-in-fact, VICKI L. NICHOLSON

JOE HATFIELD
please print

VICKI L. NICHOLSON
please print

*Provide additional documentation from Surety, appointing and/or authorizing signer to perform every act necessary on behalf of said Surety.

I.C.W. GROUP

Insurance Company of The West
The Explorer Insurance Company
Independence Casualty and Surety Company
11455 El Camino Real, San Diego, CA 92130-2045
P.O. BOX 85563, San Diego, CA 92186-5563
(858) 350-2400 FAX (858) 350-2707
www.icwgroup.com

Bond Number: BID BOND

Terrorism Risk Rider

This rider addresses the requirements of the Terrorism Risk Insurance Act of 2002.

In accordance with the above Act, we are providing this disclosure notice for all bonds on which one or more of the above identified companies is a surety.

Coverage for certified acts of terrorism is included in the attached bond and will be partially reimbursed by the United States under a formula established by the Act. The United States will pay 90% of covered terrorism losses in excess of a statutory established deductible to the insurance company issuing the bond.

In no way will the payment for loss on this bond exceed the limit of liability under this bond. This rider does not provide coverage for any loss that would otherwise be excluded by the terms of this bond.

The portion of the premium, for this bond, attributable to coverage for certified acts of terrorism under the Act is One Dollar (\$1.00).

Important Notice: The cost of terrorism coverage is subject to change on any bond that premium is charged annually.

ICW GROUP
Power of Attorney
Insurance Company of the West
The Explorer Insurance Company **Independence Casualty and Surety Company**

KNOW ALL MEN BY THESE PRESENTS: That Insurance Company of the West, a Corporation duly organized under the laws of the State of California, The Explorer Insurance Company, a Corporation duly organized under the laws of the State of Arizona, and Independence Casualty and Surety Company, a Corporation duly organized under the laws of the State of Texas, (collectively referred to as the "Companies"), do hereby appoint

RICHARD W. KOWALSKI, GLORIA BRUNING, VICKI L. NICHOLSON, PHILIP FORKER
JAMES P. DOONEY, K.C. KRAIG, JOHN D. KLUMP, JENNIFER KEENE
GENE DIETZMAN, J. PATRICK DOONEY

their true and lawful Attorney(s)-in-Fact with authority to date, execute, sign, seal, and deliver on behalf of the Companies, fidelity and surety bonds, undertakings, and other similar contracts of suretyship, and any related documents.

IN WITNESS WHEREOF, the Companies have caused these presents to be executed by its duly authorized officers this 16th day of January, 2001.



INSURANCE COMPANY OF THE WEST
THE EXPLORER INSURANCE COMPANY
INDEPENDENCE CASUALTY AND SURETY COMPANY

John H. Craig, Assistant Secretary

John L. Hannum, Executive Vice President

State of California }
County of San Diego } SS.

On January 16, 2001, before me, Norma Porter, Notary Public, personally appeared John L. Hannum and John H. Craig, personally known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument, the entity upon behalf of which the persons acted, executed the instrument.

Witness my hand and official seal.



Norma Porter, Notary Public

RESOLUTIONS

This Power of Attorney is granted and is signed, sealed and notarized with facsimile signatures and seals under authority of the following resolutions adopted by the respective Boards of Directors of each of the Companies:

"RESOLVED: That the President, an Executive or Senior Vice President of the Company, together with the Secretary or any Assistant Secretary, are hereby authorized to execute Powers of Attorney appointing the person(s) named as Attorney(s)-in-Fact to date, execute, sign, seal, and deliver on behalf of the Company, fidelity and surety bonds, undertakings, and other similar contracts of suretyship, and any related documents.

RESOLVED FURTHER: That the signatures of the officers making the appointment, and the signature of any officer certifying the validity and current status of the appointment, may be facsimile representations of those signatures; and the signature and seal of any notary, and the seal of the Company, may be facsimile representations of those signatures and seals, and such facsimile representations shall have the same force and effect as if manually affixed. The facsimile representations referred to herein may be affixed by stamping, printing, typing, or photocopying."

CERTIFICATE

I, the undersigned, Assistant Secretary of Insurance Company of the West, The Explorer Insurance Company, and Independence Casualty and Surety Company, do hereby certify that the foregoing Power of Attorney is in full force and effect, and has not been revoked, and that the above resolutions were duly adopted by the respective Boards of Directors of the Companies, and are now in full force.

IN WITNESS WHEREOF, I have set my hand this 15TH day of JULY, 2003

John H. Craig, Assistant Secretary

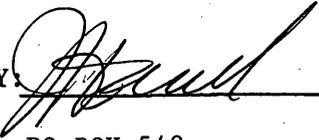
To verify the authenticity of this Power of Attorney you may call 1-800-877-1111 and ask for the Surety Division. Please refer to the Power of Attorney Number, the above named individual(s) and details of the bond to which the power is attached. For information or filing claims, please contact Surety Claims, ICW Group, 11455 El Camino Real, San Diego, CA 92130-2045 or call (858) 350-2400.

IN WITNESS WHEREOF, this performance-payment bond is executed this 20 day of 8th, 2003
2003.

BROWNFIELD ENVIRONMENTAL CONSTRUCTION, LLC

Principal

(Principal) Secretary

BY:  (s)

PO BOX 548

(Address - Zip Code)
SANDY, OR 97055

(SEAL)

Witness as to Principal

(Address - Zip Code)

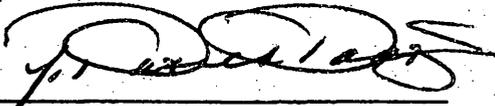
ATTEST

INSURANCE COMPANY OF THE WEST
Surety

N/A
(Surety) Secretary

By 
Attorney-in-fact
VICKI L. NICHOLSON

(SEAL)


Witness as to Surety

1201 SW 12TH AVE., SUITE 500
(Address - Zip Code)
PORTLAND, OR 97205

Note: Date of Bond must not be prior to the date of Contract. If Contractor is Partnership, all partners should execute bond.

I.C.W. GROUP
Insurance Company of The West
The Explorer Insurance Company
Independence Casualty and Surety Company
11455 El Camino Real, San Diego, CA 92130-2045
P.O. BOX 85563, San Diego, CA 92186-5563
(858) 350-2400 FAX (858) 350-2707
www.icwgroup.com

Bond Number: 208 39 97

Terrorism Risk Rider

This rider addresses the requirements of the Terrorism Risk Insurance Act of 2002.

In accordance with the above Act, we are providing this disclosure notice for all bonds on which one or more of the above identified companies is a surety.

Coverage for certified acts of terrorism is included in the attached bond and will be partially reimbursed by the United States under a formula established by the Act. The United States will pay 90% of covered terrorism losses in excess of a statutory established deductible to the insurance company issuing the bond.

In no way will the payment for loss on this bond exceed the limit of liability under this bond. This rider does not provide coverage for any loss that would otherwise be excluded by the terms of this bond.

The portion of the premium, for this bond, attributable to coverage for certified acts of terrorism under the Act is One Dollar (\$1.00).

Important Notice: The cost of terrorism coverage is subject to change on any bond that premium is charged annually.

ICW GROUP
Power of Attorney
Insurance Company of the West
The Explorer Insurance Company Independence Casualty and Surety Company

KNOW ALL MEN BY THESE PRESENTS: That Insurance Company of the West, a Corporation duly organized under the laws of the State of California, The Explorer Insurance Company, a Corporation duly organized under the laws of the State of Arizona, and Independence Casualty and Surety Company, a Corporation duly organized under the laws of the State of Texas, (collectively referred to as the "Companies"), do hereby appoint

RICHARD W. KOWALSKI, GLORIA BRUNING, VICKI L. NICHOLSON, PHILIP FORKER
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GENE DIETZMAN, J. PATRICK DOONEY

their true and lawful Attorney(s)-in-Fact with authority to date, execute, sign, seal, and deliver on behalf of the Companies, fidelity and surety bonds, undertakings, and other similar contracts of suretyship, and any related documents.

IN WITNESS WHEREOF, the Companies have caused these presents to be executed by its duly authorized officers this 16th day of January, 2001.



INSURANCE COMPANY OF THE WEST
THE EXPLORER INSURANCE COMPANY
INDEPENDENCE CASUALTY AND SURETY COMPANY

John H. Craig

John H. Craig, Assistant Secretary

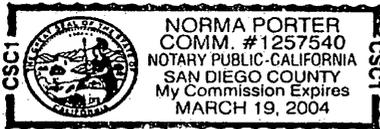
John L. Hannum

John L. Hannum, Executive Vice President

State of California }
County of San Diego } ss.

On January 16, 2001, before me, Norma Porter, Notary Public, personally appeared John L. Hannum and John H. Craig, personally known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument, the entity upon behalf of which the persons acted, executed the instrument.

Witness my hand and official seal.



Norma Porter

Norma Porter, Notary Public

RESOLUTIONS

This Power of Attorney is granted and is signed, sealed and notarized with facsimile signatures and seals under authority of the following resolutions adopted by the respective Boards of Directors of each of the Companies:

"RESOLVED: That the President, an Executive or Senior Vice President of the Company, together with the Secretary or any Assistant Secretary, are hereby authorized to execute Powers of Attorney appointing the person(s) named as Attorney(s)-in-Fact to date, execute, sign, seal, and deliver on behalf of the Company, fidelity and surety bonds, undertakings, and other similar contracts of suretyship, and any related documents.

RESOLVED FURTHER: That the signatures of the officers making the appointment, and the signature of any officer certifying the validity and current status of the appointment, may be facsimile representations of those signatures; and the signature and seal of any notary, and the seal of the Company, may be facsimile representations of those signatures and seals, and such facsimile representations shall have the same force and effect as if manually affixed. The facsimile representations referred to herein may be affixed by stamping, printing, typing, or photocopying."

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I, the undersigned, Assistant Secretary of Insurance Company of the West, The Explorer Insurance Company, and Independence Casualty and Surety Company, do hereby certify that the foregoing Power of Attorney is in full force and effect, and has not been revoked, and that the above resolutions were duly adopted by the respective Boards of Directors of the Companies, and are now in full force.

IN WITNESS WHEREOF, I have set my hand this _____ day of _____.

John H. Craig

John H. Craig, Assistant Secretary

To verify the authenticity of this Power of Attorney you may call 1-800-877-1111 and ask for the Surety Division. Please refer to the Power of Attorney Number, the above named individual(s) and details of the bond to which the power is attached. For information or filing claims, please contact Surety Claims, ICW Group, 11455 El Camino Real, San Diego, CA 92130-2045 or call (858) 350-2400.

PERFORMANCE - PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we _____
A _____ hereinafter called "Principal" and _____
(Corp., Partnership, or Individual)
of _____, State of _____, herein after called "Surety", are
held firmly bound unto the City of Newberg, Oregon, hereinafter called "Owner" in the penal
sum of _____ Dollars (\$_____) in lawful money of the United States, for
the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors,
administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a
certain contract with the Owner, dated this ____ day of _____, 2003, a copy of which is
hereto attached and made a part hereof for the construction of the **Newberg Site Demolition
and Environmental Cleanup Project**.

NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the
undertakings, covenants, terms, conditions, and agreements of said contract during the original
term thereof, and any extension thereof which may be granted by the Owner, with or without
notice to the Surety, and if he shall fully indemnify and save harmless the Owner from all costs
and damages which it may suffer by reason of failure to do so, and shall reimburse and repay
the Owner all outlay and expense which the Owner may incur in making good any default, and
shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing
materials for or performing labor in the prosecution of the work provided for in such contracts
and any authorized extension or modification thereof, including all amounts due for materials,
lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools consumed or
used in connection with the construction of such work whether by subcontractor or otherwise,
then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees
that no change, extension of time, alteration or addition of the terms of the contract or the work
to be performed thereunder or the specifications accompanying the same shall in any way affect
its obligation on this bond, and it does hereby waive notice of any such change, extension of
time, alteration or addition to the terms of the contract or to the work or to the specification.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall
abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this performance-payment bond is executed this ____ day of _____, 2003.

Principal

(Principal) Secretary

_____(s)

(Address - Zip Code)

(SEAL)

Witness as to Principal

(Address - Zip Code)

ATTEST

Surety

(Surety) Secretary

By _____

Attorney-in-fact

(SEAL)

Witness as to Surety

(Address - Zip Code)

Note: Date of Bond must not be prior to the date of Contract. If Contractor is Partnership, all partners should execute bond.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE 08/27/2003
PRODUCER Don Brown & Assoc. 260 N E 2nd St Grasham, OR 97030	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURERS AFFORDING COVERAGE		
INSURED Brownfield Environmental Const LLC P.O. Box 548 Sandy, OR 97055	INSURER A: The Northern Insurance Company of New York INSURER B: INSURER C: INSURER D: INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	SCP40866981	07/14/2003	07/14/2004	EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ _____ MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000								
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ _____ BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____								
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ _____ OTHER THAN AUTO ONLY: EA ACC AGG \$ _____								
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$ _____				EACH OCCURRENCE \$ _____ AGGREGATE \$ _____ \$ _____ \$ _____								
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				<table border="1" style="width:100%; border-collapse: collapse; font-size: x-small;"> <tr> <td style="width: 50%;">WG STATU-TORY LIMITS:</td> <td style="width: 50%;">OTH-ER:</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$ _____</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$ _____</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$ _____</td> </tr> </table>	WG STATU-TORY LIMITS:	OTH-ER:	E.L. EACH ACCIDENT	\$ _____	E.L. DISEASE - EA EMPLOYEE	\$ _____	E.L. DISEASE - POLICY LIMIT	\$ _____
WG STATU-TORY LIMITS:	OTH-ER:												
E.L. EACH ACCIDENT	\$ _____												
E.L. DISEASE - EA EMPLOYEE	\$ _____												
E.L. DISEASE - POLICY LIMIT	\$ _____												
	OTHER												

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
Certificate holder is named as additional insured per attached form CG2012.

CERTIFICATE HOLDER <input checked="" type="checkbox"/> ADDITIONAL INSURED; INSURER LETTER: City of Newberg Attn: Bob Bielman PO Box 970 Newberg, OR 97132	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE:
---	---

POLICY NUMBER: SCP40866981

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - STATE OR POLITICAL SUBDIVISIONS - PERMITS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

State or Political Subdivision:

City of Newberg

PO Box 970

Newberg, OR 97132

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured any state or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
2. This insurance does not apply to:
 - a. "Bodily Injury," "property damage," "personal injury" or "advertising injury" arising out of operations performed for the state or municipality; or
 - b. "Bodily Injury" or "property damage" included within the "products-completed operations hazard."

BIDDER'S DISCLOSURE STATEMENT

The City of Newberg pursuant to OAR 137-040-0017 must reject a bid if the Bidder fails to disclose information regarding its subcontractors.

The City recommends the Bidder disclose subcontract information for any subcontractor as follows:

1. Determine the lowest possible contract price. That price will be the base bid amount less all alternate deductive bid amounts (exclusive of any options that can only be exercised after contract award).
2. Provide the required disclosure information for any first-tier subcontractor whose potential contract services (i.e. subcontractor's base bid amount plus all alternate additive bid amounts, exclusive of any options that can only be exercised after contract award) are greater than or equal to: (1) 5% of that lowest contract price, but at least \$15,000; or (2) \$500,000 regardless of the percentage. Total all possible work for each subcontractor in making this determination (e.g. if a subcontractor will provide \$15,000 worth of services on the base bid and \$40,000 on an additive alternate, then the potential amount of subcontractor's services is \$55,000. Assuming \$55,000 exceeds 5% of the lowest contract price, provide the disclosure for both the \$15,000 services and the \$40,000 services).
3. A Bidder shall submit the disclosure form required by this rule within four (4) working hours of bid closing in the manner specified herein.
4. Bids which are submitted by bid closing but for which the separate disclosure submittal has not been made by the specified deadline, are not responsive and shall not be considered for contract award.
5. Substitution of affected first-tier subcontractors shall be made only in accordance with ORS 279 (Oregon Laws 1999, Chapter 689, Section 6 HB2895). Agencies do not have a statutory role or duty to review, approve or resolve disputes concerning such substitutions. However, Agencies are not precluded from making related inquiries or investigating complaints in order to enforce Contract provisions that require compliance generally with laws, rules and regulations.
6. This rule shall apply to Public Improvements Contracts first advertised on or after January 1, 2000.

Complete the attached disclosure form or submit a separate form showing subcontractor's name and address, Construction Contractor Board registration number and the subcontract dollar value. If Bidder is not using any subcontractors that are subject to the above disclosure requirements, you are required to indicate "NONE" on the accompanying form.

BIDDERS DISCLOSURE FORM

NONE

NEWBERG DEMOLITION & CLEANUP
project name

BROWNFIELD ENVIRONMENTAL CONSLT.
name of prime contractor

92461
CCB number

7-15-03 10:00 AM
bid opening date and time

156,316.53
bid amount

Firm Name IRS ENVIRONMENTAL SERVICES	
Address	CCB Number
City, State, Zip UNCONO WA	Subcontract Amount 31,000.00

Firm Name	
Address	CCB Number
City, State, Zip	Subcontract Amount

Firm Name	
Address	CCB Number
City, State, Zip	Subcontract Amount

Firm Name	
Address	CCB Number
City, State, Zip	Subcontract Amount

Firm Name	
Address	CCB Number
City, State, Zip	Subcontract Amount

BIDDER'S STATUS OF RESIDENCY

NEWBERG DEMOLITION & ENVIRONMENTAL CLEANUP
project name

BROWNFIELD ENVIRONMENTAL CONSULTING 503-826-0035
name of contracting company telephone

39085 PIONEER BLVD, SANDY OR 97055 503-826-8794
business address fax

Oregon law, as set forth in ORS 279.029, requires that the Owner, in determining the lowest responsible Bidder for the Project listed below, must add a percent increase on the Bid of a nonresident Bidder equal to the percent, if any, of the preference given to that Bidder in the State in which that Bidder resides. Consequently, each Bidder must indicate whether it is a resident or nonresident Bidder.

A "resident Bidder" is a Bidder that has paid unemployment taxes or income taxes in the State of Oregon during the 12 calendar months immediately preceding submission of this Bid, has a business address in Oregon, and has stated in its Bid that it is a "resident Bidder"

A "nonresident Bidder" is a Bidder who is not a resident Bidder.

The undersigned states that it is: (check one)

- A resident Bidder
 A nonresident Bidder

List the State in which Bidder resides: _____

[Signature]
signature of person completing form

MEMBER
title

JOE HOFFIELD
print name

7-15-03
date

BIDDER'S ELIGIBILITY
FOR A PUBLIC WORKS CONTRACT

NEWBERG BITE DEMOLITION & ENVIRONMENTAL CLEANUP
project name

[Signature]
signature of authorized signer

JOE HARTFIELD
print name

MEMBER
title

with legal authority from

BROWNFIELD ENVIRONMENTAL CONST. LLLC
name of contracting company

503-826-0095
telephone

39085 POWELL BLVD SPRING OR
business address
97055

503-826-8794
fax

hereinafter referred to as Contractor, certifies that the Contractor is eligible to receive a public works contract, as set forth in ORS 279.361 and verifies that every subcontractor for the above referenced Project complies with the same Statutes. The Contractor agrees, if awarded a contract, that every subcontractor will be required to provide certification to be filed with the City prior to such subcontractor commencing any subcontract work under the contract. (A blank form for the certification, entitled "Subcontractor's Eligibility For A Public Works Subcontract" is included.)

[Signature]
signature of person completing form

JOE HARTFIELD
print name

MEMBER
title

7-15-03
date

**SUBCONTRACTOR'S ELIGIBILITY
FOR A PUBLIC WORKS SUBCONTRACT**

NEWBERG SITE DEMOLITION and ENVIRONMENTAL CLEANUP PROJECT
project name

[Signature]
signature of person completing form

JOE HATFIELD
print name

MEMBER
title

with legal authority from

Brownfield Environmental Const. LLC
name of contracting company

503-826-0035
telephone

39085 Pioneer Blvd, Sandy OR 97055
business address

503-826-8794
fax

hereinafter referred to as Subcontractor, certifies that the Subcontractor is eligible to provide construction work for the above referenced Project as set forth in ORS 279.361. The Subcontractor further agrees to provide this certification to be filed with the City prior to such Subcontractor commencing any subcontract work under the contract.

Please provide a brief description of subcontract work:

DEMO BUILDING, REMOVE CONTAMINATED SOIL, ASBESTOS
SITE RESTORATION

1/10
date of commencing subcontract work

45 days
estimated completion date

[Signature]
signature of person completing form

JOE HATFIELD
print name

MEMBER
title

7-15-03
date

**VERIFICATION OF PAYMENT TO
SUBCONTRACTORS AND/OR SUPPLIERS**

for the month of _____, 2003

The Contractor shall provide a copy of this form to all Subcontractor(s) and Supplier(s). It is the responsibility of all Subcontractor(s) and Supplier(s) to complete this form and give it to the City prior to the 7th day of each month following work or material supplied, until either the end of project is reached or full/final/complete payment is made by the Contractor.

_____ *project name*

_____ *name of contracting company*

_____ *telephone*

_____ *business address*

_____ *fax*

The City hereby requests the Subcontractor(s) and Supplier(s) to disclose to the City, payment status on work and/or material furnished for the above project for the month indicated above. The purpose is to determine if all claims, indebtedness for material, labor and other services performed in connection with this project have been paid in a timely manner by the Contractor. This information is necessary for the City to evaluate further payment request to the Contractor, in compliance with the contract documents, the plans, and the specifications.

_____ *name of subcontracting company*

_____ *telephone*

_____ *business address*

_____ *fax*

_____ *dates of billing*

_____ *payment status: (when, full, partial, non, overdue, etc.)*

_____ *expected date of completion of subcontract work*

_____ *Comments:*

_____ *signature of person completing form*

_____ *print name*

_____ *title*

_____ *date*

CERTIFICATE OF COMPLIANCE

_____ *project name*

_____ *name of contracting company*

_____ *telephone*

_____ *business address*

_____ *fax*

I, (We) hereby certify that all work has been performed and materials supplied in accordance with the contract documents, the plans and the specifications for the above project, and that:

1. Not less than the prevailing rates of wages as ascertained by the Contracting Agency have been paid to laborers, workers and mechanics employed on this project;
2. There have been no unauthorized substitutions or assignment of subcontractors, nor have any subcontracts been entered into without the names of the subcontractors having been submitted to the Engineer prior to the start of such subcontracted work;
3. All claims and indebtedness for material and labor and other services performed in connection with this project have been paid;
4. All moneys due the State Industrial Accident Fund, the State Unemployment Compensation Trust Fund (ORS 279.510), the State Department of Revenue (ORS 316.162 thru 316.212), hospital associations and/or others (ORS 279.320) have been paid;
5. All private property and easement areas have been satisfactorily restored in accordance with the contract.

Comments: _____

_____ *signature of person completing form*

_____ *print name*

_____ *title*

_____ *date*

CERTIFICATE OF COMPLETION

_____ *project name*

_____ *name of contracting company*

_____ *telephone*

_____ *business address*

_____ *fax*

_____ *contract date*

_____ *contract expiration date*

_____ *completion date*

_____ *delinquent - yes/no*

CITY:

The City hereby accepts the project as complete, in compliance with the contract documents and the plans and specifications.

_____ *project inspector*

_____ *date*

_____ *project manager*

_____ *date*

CONTRACTOR:

I, (We) certify that I (we) have completed the contract, furnished the materials, and performed all the required work for the project, and declare the beginning of the two year maintenance warranty period on the project, in accordance with the contract documents, the plans and specifications.

_____ *contractor*

_____ *date*

_____ *title*

Davis Bacon Wage Rates

GENERAL DECISION OR020001 04/18/2003 OR1

Date: April 18, 2003

General Decision Number OR020001

Superseded General Decision No. OR010001

State: Oregon

Construction Type:
BUILDING

County(ies):

BAKER	JACKSON	POLK
BENTON	JEFFERSON	SHERMAN
CLACKAMAS	KLAMATH	TILLAMOOK
CLATSOP	LAKE	UMATILLA
COLUMBIA	LANE	UNION
CROOK	LINCOLN	WALLOWA
DESCHUTES	LINN	WASCO
GILLIAM	MALHEUR	WASHINGTON
GRANT	MARION	WHEELER
HARNEY	MORROW	YAMHILL
HOOD RIVER	MULTNOMAH	

BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories)

Modification Number	Publication Date
0	03/01/2002
1	03/22/2002
2	03/29/2002
3	04/05/2002
4	04/19/2002
5	05/03/2002
6	07/05/2002
7	07/26/2002
8	08/02/2002
9	08/23/2002
10	08/30/2002
11	09/06/2002
12	12/06/2002
13	12/13/2002
14	01/03/2003
15	01/10/2003
16	01/17/2003
17	01/24/2003
18	02/14/2003
19	03/14/2003
20	03/28/2003
21	04/18/2003

COUNTY(ies):

BAKER	JACKSON	POLK
BENTON	JEFFERSON	SHERMAN
CLACKAMAS	KLAMATH	TILLAMOOK

CLATSOP	LAKE	UMATILLA
COLUMBIA	LANE	UNION
CROOK	LINCOLN	WALLOWA
DESCHUTES	LINN	WASCO
GILLIAM	MALHEUR	WASHINGTON
GRANT	MARION	WHEELER
HARNEY	MORROW	YAMHILL
HOOD RIVER	MULTNOMAH	

ASBE0036A 12/28/2002

	Rates	Fringes
ASBESTOS WORKERS/INSULATORS	28.49	10.54

ASBE0036C 07/01/2002

	Rates	Fringes
HAZARDOUS MATERIAL HANDLERS (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems)	15.00	5.57

* BOIL0500A 04/01/2003

	Rates	Fringes
BOILERMAKERS	27.22	13.55

BROR0001A 06/01/2002

	Rates	Fringes
BAKER, BENTON (NORTH), CLACKAMAS, CLATSOP, COLUMBIA, GILLIAM, HARNEY, HOOD RIVER, LINCOLN (NORTH), LINN (NORTH), MALHEUR (NORTH), MARION, MORROW, MULTNOMAH, POLK, SHERMAN, TILLAMOOK, UMATILLA, UNION, WALLOWA, WASCO (NORTH), WASHINGTON AND YAMHILL COUNTIES		

BRICKLAYERS	26.62	10.10
MARBLE AND STONE MASONS	27.62	10.10

BROR0001E 06/01/2002

	Rates	Fringes
BENTON (SOUTH), CROOK, DESCHUTES, GRANT, JACKSON, JEFFERSON, KLAMATH, LAKE, LANE, LINCOLN (SOUTH), LINN (SOUTH), MALHEUR (SOUTH), WASCO (SOUTH) AND WHEELER COUNTIES		

BRICKLAYERS	25.40	9.75
MARBLE & STONE MASONS	26.40	9.75

BROR0001F 05/01/2002

	Rates	Fringes
TILESETTER AND TERRAZZO FINISHERS	17.99	6.17
TILESETTER AND TERRAZZO WORKERS	23.90	8.03

CARP0001B 06/01/2002

	Rates	Fringes
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CARPENTERS

ZONE 1:

CARPENTERS	27.37	8.80
FLOOR LAYERS & FLOOR FINISHERS (the laying of all hardwood floors nailed and mastic set, parquet and wood-type tiles, and block floors, the sanding and finishing of floors, the preparation of old and new floors when the materials mentioned above are to be installed), INSULATORS (fiberglass and similar irritating material)	27.52	8.80
MILLWRIGHTS	27.87	8.80
PILEDRIVERS	27.87	8.80

Zone Differential (Add to Zone 1 rates):

- Zone 2 - \$0.85
- Zone 3 - 1.25
- Zone 4 - 1.70
- Zone 5 - 2.00
- Zone 6 - 3.00

- Zone 1 - All jobs or projects located within 30 miles of the respective City Hall
- Zone 2 - More than 30 miles and less than 40 miles from the respective City Hall
- Zone 3 - More than 40 miles and less than 50 miles from the respective City Hall
- Zone 4 - More than 50 miles and less than 60 miles from the respective City Hall
- Zone 5 - More than 60 miles and less than 70 miles from the respective City Hall
- Zone 6 - More than 70 miles from the respective City Hall.

BASEPOINTS CITIES FOR CARPENTERS (EXCLUDING MILLWRIGHTS, PILEDRIVERS AND DIVERS)

ALBANY	ASTORIA	BAKER
BEND	BROOKINGS	BURNS
COOS BAY	CORVALLIS	EUGENE
GOLDENDALE	GRANTS PASS	HERMISTON
HOOD RIVER	KLAMATH FALLS	LAGRANDE
LAKEVIEW	LONGVIEW	MADRAS
MEDFORD	McMINNVILLE	NEWPORT
OEGON CITY	ONTARIO	PENDLETON
PORTLAND	PORT ORFORD	REEDSPORT
ROSEBURG	SALEM	ST. HELENS
THE DALLES	TILLAMOOK	VANCOUVER

BASEPOINTS FOR MILLWRIGHTS

EUGENE	NORTH BEND
LONGVIEW	PORTLAND
MEDFORD	THE DALLES
VANCOUVER	

BASEPOINTS FOR PILEDRIVERS AND DIVERS

ASTORIA	BEND
COOS BAY	EUGENE
KLAMATH FALLS	LONGVIEW
MEDFORD	NEWPORT
PORTLAND	ROSEBURG
SALEM	THE DALLES

CARP9001C 06/01/2002

	Rates	Fringes
ACOUSTICAL INSTALLER & DRYWALL		
HANGER	26.98	9.01
LATHER	25.94	10.05

ELEC0048A 01/01/2003

	Rates	Fringes
CLACKAMAS, CLATSOP, COLUMBIA, HOOD RIVER, MULTNOMAH, SHERMAN, TILLAMOOK, WASCO, WASHINGTON AND YAMHILL (NORTH) COUNTIES		
ELECTRICIANS	31.00	3%+11.83
CABLE SPLICERS	31.25	3%+11.83

ELEC0048I 01/01/2003

	Rates	Fringes
CLACKAMAS, CLATSOP, COLUMBIA, HOOD RIVER, MULTNOMAH, SHERMAN, TILLAMOOK, WASCO, WASHINGTON AND YAMHILL (NORTH) COUNTIES		
COMMUNICATIONS AND SYSTEMS TECHNICIAN	25.15	8.55

SCOPE OF WORK FOR TECHNICIAN

Includes the installation testing, service and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound vision and digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music,

intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms, and low voltage master clock systems.

WORK EXCLUDED

Raceway systems are not covered (excluding Ladder-Rack for the purpose of the above listed systems). Chases and/or nipples (not to exceed 10 feet) may be installed on open wiring systems.

Energy management systems.

SCADA (Supervisory Control and Data Acquisition) when not intrinsic to the above listed systems (in the scope)

Fire alarm systems when installed in raceways (including wire and cable pulling) shall be performed at the electrician wage rate, when either of the following two (2) conditions apply:

1. The project involves new or major remodel building trades construction.

2. The conductors for the fire alarm system are installed in conduit.

 ELEC0112A 06/01/2002

	Rates	Fringes
BAKER, GILLIAM, GRANT, MORROW, UMATILLA, UNION, WALLOWA, AND WHEELER COUNTIES		
ELECTRICIANS	28.75	3%+9.63
CABLE SPLICERS	30.19	3%+9.63

* ELEC0112K 06/01/2002

	Rates	Fringes
BAKER, GILLIAM, GRANT, MORROW, UMATILLA, UNION, WALLOWA AND WHEELER COUNTIES		
COMMUNICATIONS & SYSTEMS TECHNICIAN	19.97	5.93

SCOPE OF WORK

Includes the installation testing, service and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call systems, radio page, school intercom and sound, burglar alarms, and low voltage master clock systems.

WORK EXCLUDED

Raceway systems are not covered (excluding Ladder-Rack for the purpose of the above listed systems). Chases and/or nipples (not to exceed 10 feet) may be installed on open wiring systems.

Energy management systems.

SCADA (Supervisory Control and Data Acquisition) when not intrinsic to the above listed systems (in the scope).

Fire alarm systems when installed in raceways (including wire and cable pulling) shall be performed at the electrician wage rate, when either of the following two (2) conditions apply:

1. The project involves new or major remodel building trades construction.

2. The conductors for the fire alarm system are installed in conduit.

 ELEC0280A 01/01/2003

	Rates	Fringes
BENTON, CROOK, DESCHUTES, JEFFERSON, LANE (EAST OF A LINE RUNNING NORTH AND SOUTH FROM THE NORTHEAST CORNER OF LINCOLN COUNTY), LINN, MARION, POLK, AND YAMHILL (SOUTHERN HALF) COUNTIES		

ELECTRICIANS	29.44	3%+10.70
CABLE SPLICERS	32.38	3%+10.70

* ELEC0280B 01/01/2003

	Rates	Fringes
BENTON, CROOK, DESCHUTES, JEFFERSON, LANE (EAST OF A LINE RUNNING NORTH AND SOUTH FROM THE NORTHEAST CORNER OF LINCOLN COUNTY), LINN, MARION, POLK AND YAMHILL (SOUTHERN HALF) COUNTIES		

COMMUNICATIONS AND SYSTEMS		
TECHNICIAN	21.26	7.59
CATV INSTALLER	16.40	4.60

CATV installer may install, maintain, and/or replace coaxial cable associated with cable television installation.

SCOPE OF WORK

Includes the installation testing, service and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound vision and digital for commercial, education, security and entertainment purposes for the TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call systems, radio page, school intercom and sound, burglar alarms, and low voltage master clock systems.

A. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION

AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS

SCADA (Supervisory Control and Data Acquisition)

PCM (Pulse Code Modulation)

Inventory Control Systems

Digital Data Systems

Broadband and Baseband and Carriers

Post of Sale Systems

VSAT Data Systems

Data Communication Systems

RF and Remote Control Systems

Fiber Optic Data Systems

B. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS

Background foreground music

Intercom and telephone interconnect systems

Telephone systems

Nurse call systems

Radio page systems

School intercom and sound systems

Burglar alarm systems

Low voltage master clock systems

Multi media/multiplex systems

Sound and musical entertainment systems

RF systems

Antennas and Wave Guide

C. FIRE ALARM SYSTEMS

Installation, wire pulling and testing

D. TELEVISION AND VIDEO SYSTEMS

Television monitoring and surveillance systems

Video security systems

Video entertainment systems

Video educational systems

Microwave transmission systems

CATV and CCTV

E. SECURITY SYSTEMS

Perimeter security systems

Vibration sensor systems

Card access systems

Access Control systems

Sonar/Infrared monitoring equipment

ELEC0291A 06/01/2002

	Rates	Fringes
MALHEUR COUNTY		
ELECTRICIANS	24.84	3%+6.59
CABLE SPLICERS	27.32	3%+6.59

ELEC0659A 01/01/2003

	Rates	Fringes
HARNEY, JACKSON, JOSEPHINE, KLAMATH AND LAKE COUNTIES		
ELECTRICIANS	27.00	9.81
CABLE SPLICERS	27.00	9.81

* ELEC0659E 01/01/2003

	Rates	Fringes
HARNEY, JACKSON, KLAMATH AND LAKE COUNTIES		
COMMUNICATIONS AND SYSTEMS		
TECHNICIAN	21.00	7.38
CATV INSTALLER	16.40	4.60

CATV installer may install, maintain, and/or replace coaxial cable associated with cable television installation.

SCOPE OF WORK

Includes the installation testing, service and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound vision and digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call systems, radio page, school intercom and sound, burglar alarms,

and low voltage master clock systems.

A. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS

- SCADA (Supervisory Control and Data Acquisition)
- PCM (Pulse Code Modulation)
- Inventory Control Systems
- Digital Data Systems
- Broadband and Baseband and Carriers
- Post of Sale Systems
- VSAT Data Systems
- Data Communication Systems
- RF and Remote Control Systems
- Fiber Optic Data Systems
- Intercom and telephone interconnect systems

B. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS

- Background foreground musicc
- Intercom and telephone interconnect systems
- Telephone systems
- Nurse call systems
- Radio page systems
- School intercom and sound systems
- Burglar alarm systems
- Low voltage master clock systems
- Multi media/multiplex systems
- Sound and musical entertainment systems
- RF systems

Antennas and Wave Guide

C. FIRE ALARM SYSTEMS

- Installation, wire pulling and testing

D. TELEVISION AND VIDEO SYSTEMS

- Television monitoring and surveillance systems
- Video security systems
- Video entertainment systems
- Video educational systems
- Microwave transmission systems
- CATV and CCTV

E. SECURITY SYSTEMS

- Perimeter security systems
- Vibration sensor systems
- Card access systems
- Access control systems
- Sonar/infrared monitoring equipment

 ELEC0932A 01/01/2003

	Rates	Fringes
COOS, CURRY, LINCOLN AND LANE COUNTIES (AREA LYING WEST OF A LINE NORTH AND SOUTH FROM THE N.E. CORNER OF COOS COUNTY TO THE S.E. CORNER OF LINCOLN COUNTY)		

ELECTRICIANS	27.25	3%+9.85
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ELEC0932C 01/01/2003

Rates Fringes

LANE (AREA LYING WEST OF A LINE NORTH AND SOUTH FROM THE N.E. CORNER OF COOS COUNTY TO THE S.E. CORNER OF LINCOLN COUNTY) AND LINCOLN COUNTIES

COMMUNICATIONS AND SYSTEMS

TECHNICIAN	19.81	7.99
CATV INSTALLER	16.40	4.60

CATV Installer may install, maintain, and/or replace coaxial cable associated with cable television installation.

SCOPE OF WORK

Includes the installation testing, service and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound vision and digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call systems, radio page, school intercom and sound, burglar alarms, and low voltage master clock systems.

A. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE

INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS

- SCADA (Supervisory Control and Data Acquisition)
- PCM (Pulse Code Modulation)
- Inventory Control Systems
- Digital Data Systems
- Broadband and Baseband and Carriers
- Post of Sale Systems
- VSAT Data Systems
- Data Communication Systems
- RF and Remote Control Systems
- Fiber Optic Data Systems

B. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS

- Background foreground music
- Intercom and telephone interconnect systems
- Telephone systems
- Nurse call systems
- Radio page systems
- School intercom and sound systems
- Burglar alarm systems
- Low voltage master clock systems
- Multi media/multiplex systems
- Sound and musical entertainment systems
- RF systems
- Antennas and Wave Guide

C. FIRE ALARM SYSTEMS

- Installation, wire pulling and testing

D. TELEVISION AND VIDEO SYSTEMS

- Television monitoring and surveillance systems
- Video security systems

Video entertainment systems
 Video educational systems
 Microwave transmission systems
 CATV and CCTV

E. SECURITY SYSTEMS

Perimeter security systems
 Vibration sensor systems
 Card access systems
 Access control systems
 Sonar/infrared monitoring equipment

* ELEV0019D 01/01/2003

	Rates	Fringes
BAKER, UNION, UMATILLA AND WALLOWA COUNTIES		
ELEVATOR MECHANICS	33.745	9.355+a

FOOTNOTE a: Vacation Pay: 8% with 5 or more years of service, 6% for 6 months to 5 years service. Paid Holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Friday after, and Christmas Day.

* ELEV0023A 01/01/2003

	Rates	Fringes
ALL COVERED COUNTIES (EXCLUDING BAKER, UMATILLA, UNION AND WALLOWA COUNTIES)		
ELEVATOR MECHANIC	33.915	9.355+a

FOOTNOTE a: Vacation Pay: 8% with 5 or more years of service, 6% for 6 months to 5 years service. Paid Holidays: Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Friday after, and Christmas Day, and New Years Day.

ENGI0701B 01/01/2003

	Rates	Fringes
POWER EQUIPMENT OPERATORS (See Footnote A)		
ZONE 1:		
GROUP 1	29.30	8.95
GROUP 1A	30.77	8.95
GROUP 1B	32.23	8.95
GROUP 2	28.07	8.95
GROUP 3	27.31	8.95
GROUP 4	26.79	8.95
GROUP 5	26.19	8.95
GROUP 6	23.84	8.95

Zone Differential (add to Zone 1 rates):

Zone 2 - \$1.50
 Zone 3 - 3.00

For the following metropolitan counties: MULTNOMAH; CLACKAMAS; MARION; WASHINGTON; YAMHILL; AND COLUMBIA; CLARK; AND COWLITZ COUNTY, WASHINGTON WITH MODIFICATIONS AS INDICATED:

All jobs or projects located in Multnomah, Clackamas and Marion Counties, West of the western boundary of Mt. Hood National Forest and West of Mile Post 30 on Interstate 84 and West of Mile Post 30 on State Highway 26 and West of Mile Post 30 on Highway 22 and all jobs or projects located in Yamhill County, Washington County and Columbia County and all jobs or projects located in Clark & Cowlitz County, Washington except that portion of Cowlitz County in the Mt. St. Helens "Blast Zone" shall receive Zone I pay for all classifications.

All jobs or projects located in the area outside the identified boundary above, but less than 50 miles from the Portland City Hall shall receive Zone II pay for all classifications.

All jobs or projects located more than 50 miles from the Portland City Hall, but outside the identified border above, shall receive Zone III pay for all classifications.

For the following cities: ALBANY; BEND; COOS BAY; EUGENE; GRANTS PASS; KLAMATH FALLS; MEDFORD; ROSEBURG

All jobs or projects located within 30 miles of the respective city hall of the above mentioned cities shall receive Zone I pay for all classifications.

All jobs or projects located more than 30 miles and less than 50 miles from the respective city hall of the above mentioned cities shall receive Zone II pay for all classifications.

All jobs or projects located more than 50 miles from the respective city hall of the above mentioned cities shall receive Zone III pay for all classifications.

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: CONCRETE: Batch Plant and/or Wet Mix Operator, three units or more; CRANE: Helicopter Operator, when used in erecting work; Whirley Operator, 90 ton and over; LATTICE BOOM CRANE: Operator 200 tons through 299 tons, and/or over 200 feet boom; HYDRAULIC CRANE: Hydraulic Crane Operator 90 tons through 199 tons with luffing or tower attachments; FLOATING EQUIPMENT: Floating Crane, 150 ton but less than 250 ton

GROUP 1A: HYDRAULIC CRANE: Hydraulic Operator, 200 tons and over (with luffing or tower attachment); LATTICE BOOM CRANE: Operator, 200 tons through 299 tons, with over 200 feet boom; FLOATING EQUIPMENT: Floating Crane 250 ton and over

GROUP 1B: LATTICE BOOM CRANE: Operator, 300 tons through 399 tons with over 200 feet boom; Operator 400 tons and over; FLOATING EQUIPMENT: Floating Crane 350 ton and over

GROUP 2: ASPHALT: Asphalt Plant Operator (any type); Roto Mill, pavement profiler, operator, 6 foot lateral cut and over; BLADE: Auto Grader or "Trimmer" (Grade Checker required); Blade Operator, Robotic; BULLDOZERS: Bulldozer operator over 120,000 lbs and above; Bulldozer operator, twin engine; Bulldozer Operator, tandem, quadnine, D10, D11, and similar type; Bulldozere Robotic Equipment (any type; CONCRETE: Batch Plant

and/or Wet Mix Operator, one and two drum; Automatic Concrete Slip Form Paver Operator; Concrete Canal Line Operator; Concrete Profiler, Diamond Head; CRANE: Cableway Operator, 25 tons and over; HYDRAULIC CRANE: Hydraulic crane operator 90 tons through 199 tons (with luffing or tower attachment); TOWER/WHIRLEY OPERATOR: Tower Crane Operator; Whirley Operator, under 90 tons; LATTICE BOOM CRANE: 90 through 199 tons and/or 150 to 200 feet boom; CRUSHER: Crusher Plant Operator; FLOATING EQUIPMENT: Floating Clamshell, etc. operator, 3 cu. yds. and over; Floating Crane (derrick barge) Operator, 30 tons but less than 150 tons; LOADERS: Loader operator, 120,000 lbs. and above; REMOTE CONTROL: Remote controlled earth-moving equipment; RUBBER-TIRED SCRAPERS: Rubber-tired scraper operator, with tandem scrapers, multi-engine; SHOVEL, DRAGLINE, CLAMSHELL, SKOOPER OPERATOR: Shovel, Dragline, Clamshell, operator 5 cu. yds and over; TRENCHING MACHINE:

Wheel Excavator, under 750 cu. yds. per hour (Grade Oiler required); Canal Trimmer (Grade Oiler required); Wheel Excavator, over 750 cu. yds. per hour; Band Wagon (in conjunction with wheel excavator); UNDERWATER EQUIPMENT: Underwater Equipment Operator, remote or otherwise; HYDRAULIC HOES-EXCAVATOR: Excavator over 130,000 lbs.

GROUP 3: BULLDOZERS: Bulldozer operator, over 70,000 lbs. up to and including 120,000 lbs.; HYDRAULIC CRANE: Hydraulic crane operator, 50 tons through 89 tons (with luffing or tower attachment); LATTICE BOOM CRANES: Lattice Boom Crane-50 through 89 tons (and less than 150 feet boom); FORKLIFT: Rock Hound Operator; HYDRAULIC HOES-EXCAVATOR: excavator over 80,000 lbs. through 130,000 lbs.; LOADERS: Loader operator 60,000 and less than 120,000; RUBBER-TIRED SCRAPERS: Scraper Operator, with tandem scrapers; Self-loading, paddle wheel, auger type, finish and/or 2 or more units; SHOVEL, DRAGLINE, CLAMSHELL, SKOOPER OPERATOR: Shovel, Dragline, Clamshell operators 3 cu. yds. but less than 5 cu yds.

GROUP 4: ASPHALT: Screed Operator; Asphalt Paver operator (screeman required); BLADE: Blade operator; Blade operator, finish; Blade operator, externally controlled by electronic, mechanical hydraulic means; Blade operator, multi-engine; BULLDOZERS: Bulldozer Operator over 20,000 lbs and more than 100 horse up to 70,000 lbs; Drill Cat Operator; Side-boom Operator; Cable-Plow Operator (any type); CLEARING: Log Skidders; Chippers; Incinerator; Stump Splitter (loader mounted or similar type); Stump Grinder (loader mounted or similar type; Tub Grinder; Land Clearing Machine (Track mounted forestry mowing & grinding machine); Hydro Axe (loader mounted or similar type); COMPACTORS SELF-PROPELLED: Compactor Operator, with blade; Compactor Operator, multi-engine; Compactor Operator, robotic; CONCRETE: Mixer Mobile Operator; Screed Operator; Concrete Cooling Machine Operator; Concrete Paving Road Mixer; Concrete Breaker; Reinforced Tank Banding Machine (K-17 or similar types); Laser Screed; CRANE: Chicago boom and similar types; Lift Slab Machine Operator; Boom type lifting device, 5 ton capacity or less; Hoist Operator, two (2) drum; Hoist Operator, three (3) or more drums; Derrick Operator, under 100 ton; Hoist Operator, stiff leg, guy derrick or similar type, 50 ton and over; Cableway Operator up to twenty (25) ton; Bridge Crane Operator, Locomotive, Gantry, Overhead; Cherry Picker or similar type crane

hoist five (5) ton capacity or less; Hydraulic Crane Operator, under 50 tons; LATTICE BOOM CRANE OPERATOR: Lattice Boom Crane Operator, under 50 tons; CRUSHER: Generator Operator; Diesel-Electric Engineer; Grizzley Operator; DRILLING: Drill Doctor; Boring Machine Operator; Driller-Percussion, Diamond, Core, Cable, Rotary and similar type; Cat Drill (John Henry); Directional Drill Operator over 20,000 lbs pullback; FLOATING EQUIPMENT: Diesel-electric Engineer; Jack Operator, elevating barges, Barge Operator, self-unloading; Piledriver Operator (not crane type) (Deckhand required); Floating Clamshell, etc. Operator, under 3 cu. yds. (Fireman or Diesel-Electric Engineer required); Floating Crane (derrick barge) Operator, less than 30 tons; GENERATORS: Generator Operator; Diesel-electric Engineer;

GUARDRAIL EQUIPMENT: Guardrail Punch Operator (all types); Guardrail Auger Operator (all types); Combination Guardrail machines, i.e., punch auger, etc.; HEATING PLANT: Surface Heater and Planer Operator; HYDRAULIC HOES EXCAVATOR: Robotic Hydraulic backhoe operator, track and wheel type up to and including 20,000 lbs. with any or all attachments; Excavator Operator over 20,000 lbs through 80,000 lbs.; LOADERS: Belt Loaders, Kolman and Ko Cal types; Loaders Operator, front end and overhead, 25,000 lbs and less than 60,000 lbs; Elevating Grader Operator by Tractor operator, Sierra, Euclid or similar types; PILEDRIVERS: Hammer Operator; Piledriver Operator (not crane type); PIPELINE, SEWER WATER: Pipe Cleaning Machine Operator; Pipe Doping Machine Operator; Pipe Bending Machine Operator; Pipe Wrapping Machine Operator; Boring Machine Operator; Back Filling Machine Operator; REMOTE CONTROL: Concrete Cleaning Decontamination Machine Operator; Ultra High Pressure Water Jet Cutting Tool System Operator/Mechanic; Vacuum Blasting Machine Operator/mechanic; REPAIRMEN, HEAVY DUTY: Diesel Electric Engineer (Plant or Floating); Bolt Threading Machine operator; Drill Doctor (Bit Grinder); H.D. Mechanic; Machine Tool Operator; RUBBER-TIRED SCRAPERS: Rubber-tired Scraper Operator, single engine, single scraper; Self-loading, paddle wheel, auger type under 15 cu. yds.; Rubber-tired Scraper Operator, twin engine; Rubber-tired Scraper Operator, with push-pull attachments; Self Loading, paddle wheel, auger type 15 cu. yds. and over, single engine; Water pulls, water wagons; SHOVEL, DRAGLINE, CLAMSHELL, SKOOPER OPERATOR: Diesel Electric Engineer; Stationay Drag Scraper Operator; Shovel, Dragline, Clamshell, Operator under 3 cy yds.; Grade-all Operator; SURFACE (BASE) MATERIAL: Blade mounted spreaders, Ulrich and similar types; TRACTOR-RUBBERED TIRED: Tractor operator, rubber-tired, over 50 hp flywheel; Tractor operator, with boom attachment; Rubber-tired dozers and pushers (Michigan, Cat, Hough type); Skip Loader, Drag Box; TRENCHING MACHINE: Trenching Machine operator, digging capacity over 3 ft depth; Back filling machine operator; TUNNEL: Mucking machine operator

GROUP 5: ASPHALT: Extrusion Machine Operator; Roller Operator (any asphalt mix); Asphalt Burner and Reconditioner Operator (any type); Roto-Mill, pavement profiler, ground man; BULLDOZERS: Bulldozer operator, 20,000 lbs. or less or 100 horse or less; COMPRESSORS: Compressor Operator (any power), over 1,250 cu. ft. total capacity; COMPACTORS: Compactor Operator, including vibratory; Wagner Pactor Operator or similar type (without blade); CONCRETE: Combination mixer and Compressor Operator, gunite work; Concrete Batch Plant Quality Control Operator;

Beltcrete Operator; Pumpcrete Operator (any type); Pavement Grinder and/or Grooving Machine Operator (riding type); Cement Pump Operator, Fuller-Kenyon and similar; Concrete Pump Operator; Grouting Machine Operator; Concrete mixer operator, single drum, under (5) bag capacity; Cast in place pipe laying machine; maginnis Internal Full slab vibrator operator; Concrete finishing mahine operator, Clary, Johnson, Bidwell, Burgess Bridge deck or similar type; Curb Machine Operator, mechanical
Berm, Curb and/or Curb and Gutter; Concrete Joint Machine Operator; Concrete Planer Operator; Tower Mobile Operator; Power

Jumbo Operator setting slip forms in tunnels; Slip Form Pumps, power driven hydraulic lifting device for concrete forms; Concrete Paving Machine Operator; Concrete Finishing Machine Operator; Concrete Spreader Operator; CRANE: Helicopter Hoist Operator; Hoist Operator, single drum; Elevator Operator; A-frame Truck Operator, Double drum; Boom Truck Operator; HYDRAULIC CRANE OPERATOR: Hydraulic Boom Truck, Pittman; DRILLING: Churm Drill and Earth Boring Machine Operator; Directional Drill Operator over 20,000 lbs pullback; FLOATING EQUIPMENT: Fireman; FORKLIFT: Lull Hi-Lift Operator or similar type; Fork Lift, over 5 ton and/or robotic; HYDRAULIC HOES EXCAVATORS: Hydraulic Backhoe Operator, wheel type (Ford, John Deere, Case type); Hydraulic Backhoe Operator track type up to and including 20,000 lbs.; LOADERS: Loaders, rubber-tired type, less than 25,000 lbs; Elevating Grader Operator, Tractor Towed requiring Operator or Grader; Elevating loader oeprotor, Athey and similar types; OILERS: Service Oiler (Greaser); PIPELINE-SEWER WATER: Hydra hammer or simialr types; Pavement Breaker Operator; PUMPS: Pump Operator, more than 5 (any size); Pot Rammer Operator; RAILROAD EQUIPMENT: Locomotive Operator, under 40 tons; Ballast Regulator Operator; Ballast Tamper Multi-Purpose Operator; Track Liner Operator; Tie Spacer Operator; Shuttle Car Operator; Locomotive Operator, 40 tons and over; MATERIAL HAULERS: Cat wagon DJB's Volvo similar types; Conveyored material hauler; SURFACING (BASE) MATERIAL: Rock Spreaders, self-propelled; Pulva-mixer or similar types; Chiip Spreading machine operator; Lime spreading operator, construction job siter; SWEEPERS: Sweeper operator (Wayne type) self-propelled construction job site; TRACTOR-RUBBER TIRED: Tractor operator, rubber-tired, 50 hp flywheel and under; Trenching machine operator, maximum digging capacity 3 ft depth; TUNNEL: Dinkey

GROUP 6: ASPHALT: Plant Oiler; Plant Fireman; Pugmill Operator (any type); Truck mounted asphalt spreader, with screed; COMPRESSORS: Compressor Operator (any power), under 1,250 cu. ft. total capacity; CONCRETE: Plant Oiler, Assistant Conveyor Operator; Conveyor Operator; Mixer Box Operator (C.T.B., dry batch, etc.); Cement Hog Operator; Concrete Saw Operator; Concrete Curing Machine Operator (riding type); Wire Mat or Brooming Machine Operator; CRANE: Oiler; Fireman, all equipment; Truck Crane Oiler Driver; A-frame Truck Operator, single drum; Tugger or Coffin Type Hoist Operator; CRUSHER: Crusher Oiler; Crusher Feederman; CRUSHER: Crusher oiler; Crusher feederman; DRILLING: Drill Tender; Auger Oiler; FLOATING EQUIPMENT: Deckhand; Boatman; FORKLIFT: Self-propelled Scaffolding Operator, construction job site (exclduing working platform); Fork Lift or Lumber Stacker Operator, construction job site; Ross Carrier Operator, construction job site; GUARDRAIL EQUIPMENT: Oiler; Auger Oiler; Oiler, combination guardrail

machines; Guardrail Punch Oiler; HEATING PLANT: Temporary Heating Plant Operator; LOADERS: Bobcat, skid steer (less than 1 cu yd.); Bucket Elevator Loader Operator, BarberGreene and similar types; OILERS: Oiler; Guardrail Punch Oiler; Truck Crane Oiler-Driver; Auger Oiler; Grade Oiler, required to check grade; Grade Checker; PIPELINE-SEWER WATER: Tar Pot Fireman; Tar Pot Fireman (power agitated); PUMPS: Pump Operator (any power); Hydrostatic

Pump Operator; RAILROAD EQUIPMENT: Brakeman; Oiler; Switchman; Motorman; Ballast Jack Tamper Operator; SHOVEL, DRAGLINE, CLAMSHELL, SKOOPER, ETC. OPERATOR: Oiler, Grade Oiler (required to check grade); Grade Checker; Fireman; SWEEPER: Broom operator, self propelled, construction job site; SURFACING (BASE) MATERIAL: Roller Operator, grading of base rock (not asphalt); Tamping Machine operator, mechanical, self-propelled; Hydrographic Seeder Machine Operator; TRENCHING MACHINE: Oiler; Grade Oiler; TUNNEL: Conveyor operator; Air filtration equipment operator

IRON0029K 07/01/2002

	Rates	Fringes
IRONWORKERS	26.97	11.80

LABO0001M 06/01/2002

	Rates	Fringes
MASON TENDERS/HOD CARRIERS: Tenders to Bricklayers, Tile Setters, Marble Setters and Terrazzo Workers, Topping for Cement Finishers and Mortar Mixers	23.79	7.40

LABO0003A 06/01/2002

	Rates	Fringes
ZONE 1: LABORERS (SEE FOOTNOTE C):		
GROUP 1	22.18	7.45
GROUP 2	22.69	7.45
GROUP 3	23.08	7.45
GROUP 4	23.41	7.45
GROUP 5	19.61	7.45

Zone Differential (Add to Zone 1 rates):

Zone 2 - \$0.65
Zone 3 - 1.15
Zone 4 - 1.70
Zone 5 - 2.75

BASE POINT CITIES:

ALBANY	ASTORIA	BAKER CITY
BEND	BURNS	COOS BAY
EUGENE	GRANTS PASS	HERMISTON
KLAMATH FALLS	MEDFORD	PENDLETON
PORTLAND	ROSEBURG	SALEM
THE DALLES		

Zone 1 - All jobs or projects located with 30 miles of the

respective City Hall

Zone 2 - More than 30 miles and less than 40 miles from the
respective City Hall

Zone 3 - More than 40 miles and less than 50 miles from the

respective City Hall

Zone 4 - More than 50 miles and less than 80 miles from the
respective City Hall

Zone 5 - More than 80 miles from the respective City Hall.

LABORER CLASSIFICATIONS

GROUP 1: Asphalt Spreaders; Asphalt Plant Laborers; Batch Weighman; Broomers; Brush Burners and Cutters; Car and Truck Loaders; Carpenter Tender; Change-House Man or Dry Shack Man; Choker Setter; Cleanup Laborers; Curing, Concrete; Demolition, Wrecking, and Moving Laborers; Dumpers, road oiling crew; Dumpmen (for grading crew); Elevator Feeders; Fine Graders; Fence Builders; Form Strippers (not swinging stages); Guard Rail, Median Rail, Guide Post, Reference Post, Right-of-way Marker; Hazardous Waste Laborers; Landscaping or Planting Laborer; Leverman or Aggregate Spreader (Flaherty and similar types); Loading Spotters; Material Yard Man (including electrical); Pittsburgh Chipper Operator or similar types; Railroad Track Laborers; Ribbon Setters (including steel forms); Rip Rap Man (hand placed); Road Pump Tender; Sewer Labor; Signalman; Skipman; Slopers; Spraymen; Stake Chaser; Stockpiler; Tie Back Shoring; Timber Faller and Bucker (hand labor); Toolroom Man (at jobsite); Weight-Man-Crusher (aggregate when used)

GROUP 2: Applicator (including Pot Tender for same), applying protective material by hand or nozzle on utility lines or storage tanks on project; Brush Cutters (power saw); Burners; Choker Splicer; Clary Power Spreader and similar types; Clean-up Nozzleman-Green-Cutter (concrete, rock, etc.); Concrete Laborers; Concrete Power Buggyman; Crusher Feeder; Demolition and Wrecking Charred Materials; Dropping and Wrapping Pipe; Guniting Nozzleman Tender; Guniting or Sand Blasting Pot Tender; Handlers or Mixers of all materials of an irritating nature (including cement and lime); Post Hole Diggers (air, gas or electric); Sand Blasting (wet); Stake-Setter; Tampers; Tool Operators (includes but not limited to: Dry Pack Machine, Jackhammer, Chipping Guns, Paving Breakers)

GROUP 3: Asbestos removal (structural removal only); Bit Grinder; Concrete Saw Operator; Drill Doctor; Drill Operators (Air Tracks, Cat Drills, Wagon Drills, Rubber-mounted Drills, and other similar types, including at crusher plants); Manhole Builder; Nippers, and Timbermen; Power Saw Operators-Bucking and Falling; Sand Blasting (dry); Sewer Timberman; Track Liners, Anchor Machines, Ballast Regulators, Multiple Tampers, Power Jacks; Vibrators; Vibrating Screed; Water Blaster

GROUP 4: Asphalt Rakers; Grade Checker; Concrete Nozzleman; Guniting Nozzleman; High Scalars, Strippers and Drillers (covers work in swinging stages, chairs or belts, under extreme conditions unusual to normal drilling, blasting, barring-down, or sloping and stripping-down or sloping and stripping); Pipelayers (all types); Powdermen; Pumpcrete Nozzlemen; Loop Installation; TUNNELS: Miner; Powderman; Motorman-Dinky

Locomotive; Shield Operator; Tunnel Bullganag (above ground);

Tunnel-Chuck Tenders; Tunnel-Muckers, brakemen, concrete crew, bull gang (underground)

GROUP 5: Traffic Flaggers

LABO0003D 06/01/2002

	Rates	Fringes
PLASTERER HOD CARRIER	22.54	7.40

PAIN0005N 10/01/2002

	Rates	Fringes
MALHEUR COUNTY		
GLAZIERS	18.05	7.40

PAIN0054O 06/01/2002

	Rates	Fringes
MORROW, UMATILLA AND WALLOWA COUNTIES		
DRYWALL FINISHERS	20.88	5.16

PAIN0055A 07/01/2002

	Rates	Fringes
CLACKAMAS, COLUMBIA, HOOD RIVER, MULTNOMAH, MORROW, UMATILLA, WALLOWA, WASCO AND WASHINGTON COUNTIES		

COMMERCIAL:

Painters	17.35	5.08
High work-All work 60 feet or higher	18.10	5.08

INDUSTRIAL:

PAINTERS:		
Brush and Roller	17.95	5.08
Spray & Sandblasting	18.55	5.08
High Work-All work 60 feet or higher	18.70	5.08

BAKER, BENTON, CLATSOP, CROOK, DESCHUTES, GRANT, GILLIAM, HARNEY, JEFFERSON, LAKE, LANE, LINN, LINCOLN, MALHEUR, MARION, POLK, TILLAMOOK, SHERMAN, UNION, WHEELER AND YAMHILL COUNTIES

COMMERCIAL:

Painters	16.35	5.08
High work-All work 60 feet or higher	17.10	5.08

INDUSTRIAL:

PAINTERS:		
Brush and Roller	16.95	5.08
Spray and Sandblasting	17.55	5.08
High Work - All work 60 feet or higher	17.70	5.08

JACKSON AND KLAMATH COUNTIES

COMMERCIAL:

Painters	14.35	5.08
High Work-All Work 60 feet or higher	15.10	5.08

INDUSTRIAL:

PAINTERS:

Brush & Roller	14.95	5.08
Spray, Sandblasting	15.55	5.08
High work-All work 60 feet or higher	15.70	5.08

PAIN0055K 08/01/2002

BENTON, DESCHUTES, JACKSON, KLAMATH, JACKSON, LANE
AND LINN COUNTIES

DRYWALL FINISHERS	20.66	8.37
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ALL REMAINING COUNTIES (EXCLUDING MORROW, UMATILLA AND
WALLOWA COUNTIES)

DRYWALL FINISHERS	26.11	9.12
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PAIN0477D 12/01/1982

MALHEUR COUNTY

LINOLEUM, CARPET AND SOFT TILE APPLICATORS	13.66	1.19
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PAIN0740A 07/01/2002

ALL COVERED COUNTIES (EXCLUDING MALHEUR COUNTY)

GLAZIERS	27.35	8.24
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PAIN1236A 09/01/2002

ALL COVERED COUNTIES (EXCLUDING MALHEUR COUNTY)

LINOLEUM, CARPET AND SOFT TILE APPLICATORS	23.61	7.05
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PLAS0082A 06/01/2002

PLASTERERS	24.14	7.13
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PLAS0555A 06/01/2002

Rates Fringes

CEMENT MASONS:

ZONE 1:

CEMENT MASONS	24.24	9.70
COMPOSITION WORKERS AND POWER MACHINERY OPERATORS	24.68	9.70
CEMENT MASONS ON SUSPENDED, SWINGING AND/OR HANGING SCAFFOLD	24.68	9.70
CEMENT MASONS DOING BOTH COMPOSITION/POWER MACHINERY AND SUSPENDED/HANGING SCAFFOLD	25.13	9.70

Zone Differential (Add To Zone 1 Rates):

Zone 2 -	\$0.65
Zone 3 -	1.15
Zone 4 -	1.70
Zone 5 -	3.00

BASE POINTS: BEND, CORVALLIS, EUGENE, LONGVIEW, MEDFORD,
PORTLAND, SALEM, THE DALLES, VANCOUVER

- ZONE 1: Projects within 30 miles of the respective city hall
- ZONE 2: More than 30 miles but less than 40 miles from the
respective city hall.
- ZONE 3: More than 40 miles but less than 50 miles from the
respective city hall.
- ZONE 4: More than 50 miles but less than 80 miles from the
respective city hall.
- ZONE 5: More than 80 miles from the respective city hall

PLUM0290B 04/01/2002

	Rates	Fringes
BENTON, CLACKAMAS, CLATSOP, COLUMBIA, CROOK, DESCHUTES, GILLIAM, GRANT AND HARNEY (those portions which lies north and west of a north-south line drawn from the town of John Day to a point five miles east of the town of Burns and three miles south of Burns thence on an airline through the town of Wagontire west to the County lines), HOOD RIVER, JACKSON, JEFFERSON, KLAMATH, LAKE, LANE, LINCOLN, LINN, MARION, MULTNOMAH, POLK, SHERMAN, TILLAMOOK, WASCO, WASHINGTON, WHEELER AND YAMHILL COUNTIES	31.31	12.12

PLUM0296B 06/01/2002

	Rates	Fringes
BAKER, HARNEY (Remainder of County) AND MALHEUR COUNTIES		
PLUMBERS AND PIPEFITTERS	23.54	8.02

PLUM0598A 06/01/2002

	Rates	Fringes
GRANT (Remainder of County), MORROW, UMATILLA, UNION AND WALLOWA COUNTIES		

PLUMBERS AND PIPEFITTERS 29.85 12.59

ROOF0049A 06/01/2002

Rates Fringes
 BAKER, CLACKAMAS, CLATSOP, COLUMBIA, GRANT, GILLIAN, HOOD RIVER,
 JEFFERSON, MULTNOMAH, SHERMAN, TILLAMOOK, WASCO, WASHINGTON AND
 WHEELER COUNTIES.

ROOFERS 23.65 6.23
 REMOVAL OF COAL TAR PITCH 26.02 6.23

ROOF0156A 06/01/2002

Rates Fringes
 BENTON, CROOK, DESCHUTES, HARNEY, JACKSON, KLAMATH, LAKE, LANE,
 LINCOLN AND LINN COUNTIES

ROOFERS 17.05 5.80

MARION, POLK AND YAMHILL COUNTIES

ROOFERS 18.05 6.90

ROOF0189C 07/01/2002

Rates Fringes
 MORROW COUNTY

ROOFERS 20.47 5.90

ROOF0209A 05/01/2002

Rates Fringes
 MALHEUR COUNTY

ROOFERS 18.40 4.00

* SFOR0669A 04/01/2003

Rates Fringes
 BAKER, GILLIAM, GRANT, HARNEY, MAHLHEUR, MORROW, UMATILLA, UNION,
 WALLOWA AND WHEELER COS.

SPRINKLER FITTERS 23.50 11.40

BENTON, CLACKAMAS, CLATSOP, COLUMBIA, CROOK, DESCHUTES,
 HOOD RIVER, JACKSON, JEFFERSON, KLAMATH, LAKE, LANE, LINCOLN,
 LINN, MARION, MULTNOMAH, POLK, SHERMAN, TILLAMOOK, WASCO,
 WASHINGTON AND YAMHILL COS.

SPRINKLER FITTERS 25.65 11.40

SHEE0016A 11/01/2002

Rates Fringes
 BENTON, CLACKAMAS, CLATSOP, COLUMBIA, CROOK, DESCHUTES, GILLIAM,
 GRANT, HARNEY, HOOD RIVER, JEFFERSON, LINCOLN, LINN, MARION,
 MULTNOMAH, POLK, SHERMAN, TILLAMOOK, WASCO, WASHINGTON, WHEELER,
 AND YAMHILL COUNTIES

SHEET METAL WORKERS 29.23 11.39

 SHEE0016E 01/01/2003

	Rates	Fringes
JACKSON AND KLAMATH COUNTIES		
SHEET METAL WORKERS (INCLUDING HVAC DUCT WORK)	19.19	8.59

 SHEE0016F 01/01/2003

	Rates	Fringes
LAKE AND LANE COUNTIES		
SHEET METAL WORKERS (INCLUDING HVAC DUCT WORK)	25.01	10.87

 SHEE0066B 06/01/2002

	Rates	Fringes
MORROW, UMATILLA, UNION AND WALLOWA COUNTIES		
SHEET METAL WORKERS	25.88	9.90

 SHEE0213B 12/01/2002

	Rates	Fringes
BAKER AND MALHEUR COUNTIES		
SHEET METAL WORKERS	21.71	9.31

 TEAM0037A 06/01/2002

	Rates	Fringes
TRUCK DRIVERS (See Footnote C):		
ZONE 1:		
GROUP 1	23.65	8.45
GROUP 2	23.77	8.45
GROUP 3	23.90	8.45
GROUP 4	24.16	8.45
GROUP 5	24.38	8.45
GROUP 6	24.54	8.45
GROUP 7	24.74	8.45

Zone Differential (add to Zone 1 rates):

- Zone 2 - \$0.65
- Zone 3 - 1.15
- Zone 4 - 1.70
- Zone 5 - 2.75

BASE POINT CITIES

ALBANY	ASTORIA	BAKER
BEND	BROOKINGS	BURNS
COOS BAY	CORVALLIS	EUGENE
GOLDENDALE	GRANTS PASS	HERMISTON
HOOD RIVER	KLAMATH FALLS	LA GRANDE
LAKEVIEW	LONGVIEW	MADRAS
MEDFORD	MCMINNVILLE	OREGON CITY
NEWPORT	ONTARIO	PENDLETON

PORTLAND

PORT ORFORD

REEDSPORT

- Zone 1 - All jobs or projects located within 30 miles of the respective City Hall
- Zone 2 - More than 30 miles and less than 40 miles from the respective City Hall
- Zone 3 - More than 40 miles and less than 50 miles from the respective City Hall
- Zone 4 - More than 50 miles and less than 80 miles from the respective City Hall
- Zone 5 - More than 80 miles from the respective City Hall.

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: A-frame or hydra-lift truck w/load bearing surface; Articulated dump truck; Battery rebuilders; Bus or manhaul driver; Concrete buggies (power operated); Concrete pump truck; Dump trucks, side, end and bottom dumps, including semi-trucks and trains or combinations thereof: up to and including 10 cu. yds.; Lift jitneys, fork lifts (all sizes in loading, unloading and transporting material on job site); Loader and/or leverman on concrete dry batch plant (manually operated); Lubrication man, fuel truck driver, tireman, wash rack, steam cleaner or combination; Pilot car; Pickup Truck; Slurry truck driver or leverman; Solo flat bed and misc. body truck, 0-10 tons; Team drivers; Tireman; Transit mix and wet or dry mix trucks: 5 cu yds. and under; Water wagons (rated capacity) up to 3,000 gallons

GROUP 2: Boom Truck/hydralift or Retracing crane; Challenger; Dumpsters or similar equipment-all sizes; Dump trucks/articulated dumps 6 cu to 10 cu.; Flaherty spreader driver or leverman; Low bed equipment, flat bed semi-truck and trailer or doubles transporting equipment or wet or dry materials; Lumber carrier, driver-straddle carrier (used in loading, unloading and transporting of materials on job site); Oil distributor driver or leverman; Transit mix and wet or dry mix trucks: over 5 cu. yds and including 7 cu. yds; Vacuum trucks; Water Wagons (rated capacity) over 3,000 to 5,000 gallons

GROUP 3: Ammonia nitrate distributor driver; Dump trucks, side, end and bottom dumps, including semi-trucks and trains or combinations thereof: over 10 cu. yds. and including 30 cu. yds., includes articulated dump trucks; Self propelled street sweeper; Transit mix and wet or dry mix trucks, over 7 cu. yds. and including 11 cu. yds.; Truck Mechanic-Welder-Body Repairman; Utility and cleanup truck; Water Wagons (rated capacity) over 5,000 to 10,000 gallons.

GROUP 4: Asphalt Burner; Dump trucks, side, end and bottom dumps, including semi-trucks and trains or combinations thereof: over 30 cu. yds. and including 50 cu. yds. and includes articulated dump trucks; Fire Guard; Transit Mix and Wet or Dry Mix Trucks, over 11 cu. yds. and including 15 cu. yds.; Water Wagon (rated capacity) over 10,000 gallons to 15,000 gallons

GROUP 5: Dump trucks, side, end and bottom dumps, including semi-trucks and trains or combinations thereof: over 50 cu. yds.

and including 60 cu. yds. and includes articulated dump trucks

GROUP 6: Bulk Cement spreader w/o auger; Dry Pre Batch Concrete; Mix trucks; Dump trucks, side, end and bottom dumps, including semi-trucks and trains of combinations thereof: over 60 cu. yds. and including 80 cu. yds. and includes articulated dump trucks; Skid truck

GROUP 7: Dump trucks, side, end and bottom dumps, including semi-trucks and trains or combinations thereof: over 80 cu. yds. and including 100 cu. yds., includes articulated dump trucks; industrial lift truck (mechanical tailgate)

END OF TRUCK DRIVERS

FOOTNOTE C: HANDLING OF HAZARDOUS WASTE MATERIALS (LABORERS, POWER EQUIPMENT OPERATORS, AND TRUCK DRIVERS): Personnel in all craft classifications subject to working inside a federally designated Hazardous Waste perimeter shall be eligible for compensation in accordance with the following group schedule relative to the level of Hazardous Waste as outline in the specific Hazardous Waste Project Site Safety Plan.

H-1 Base Wage Rate when on a hazardous waste site when not outfitted with protective clothing.

H-2 Class "C" Suit - Basic hourly wage rate plus \$1.00 per hour, fringes plus \$0.15.

H-3 Class "B" Suit - Basic hourly wage rate plus \$1.50 per hour, fringes plus \$0.15.

H-4 Class "A" Suit -Basic hourly wage rate plus \$2.00 per hour, fringes plus \$0.15.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.
END OF GENERAL DECISION

PART 2

Required Federal Contract Clauses

Minority, Women and Emerging Small Business Activity Report

The report on the following page is to be completed by grantees, developers, sponsors, builders, agencies, and/or project owners for reporting contract and subcontract activities of \$10,000 or more under the following programs: Community Development Block Grants (entitlement and small cities); Urban Development Action Grants; Housing Development Grants; Multi-family Insured and Noninsured; Public and Indian Housing Authorities; and contracts entered into by recipients of CDBG rehabilitation assistance.

Contracts/subcontracts of less than \$10,000 need be reported only if such contracts represent a significant portion of your total contracting activity. Include only contracts executed during this reporting period.

This form has been modified to capture Section 3 contract data in columns 7g and 7i. Section 3 requires that the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs shall, to the greatest extent feasible, be directed toward low- and very low-income persons, particularly those who are recipients of government assistance for housing. Recipients using this form to report Section 3 contract data must also use Part I of form HUD-60002 to report employment and training opportunities data. Form HUD-2516 is to be completed for public and Indian housing and most community development programs. Form HUD-60002 is to be completed by all other HUD programs including State administered community development programs covered under Section 3.

A Section 3 contractor/subcontractor is a business concern that provides economic opportunities to low- and very low-income residents of the metropolitan area (or nonmetropolitan county), including a business concern that is 51 percent or more owned by low- or very low-income residents; employs a substantial number of low- or very low-income residents; or provides subcontracting or business development opportunities to businesses owned by low- or very low-income residents. Low- and very low-income residents include participants in Youthbuild programs established under Subtitle D of Title IV of the Cranston-Gonzalez National Affordable Housing Act.

The terms “low-income persons” and “very low-income persons” have the same meanings given the terms in section 3(b)(2) of the United States Housing Act of 1937. Low-income persons mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary’s findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families. Very low-income persons means low-income families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary’s findings that such variations are necessary because of unusually high or low family incomes.

1. Grantee/Project Owner/Developer/Sponsor/Builder/Agency										2. Location (City, State, ZIP Code)				
3a. Name of Contact Person					3b. Phone Number (Including Area Code)					6. Date Submitted				
See Explanation of Codes below										7j.				
7a.	7b.	7c.	7d.	7e.	7f.	7g.	7h.	7i.	Name	Street	City	State	Zip Code	

7c: Type of Trade Codes:

- 1 = New Construction
- 2 = Substantial Rehab.
- 3 = Repair
- 4 = Service
- 5 = Project Mangt.
- 6 = Professional
- 7 = Tenant Services
- 8 = Education/Training
- 9 = Arch./Engrg. Appraisal
- 0 = Other

7d: Racial/Ethnic Codes:

- 1 = White Americans
- 2 = Black Americans
- 3 = Native Americans
- 4 = Hispanic Americans
- 5 = Asian/Pacific Americans
- 6 = Hasidic Jews



Exhibit 5B – Minority, Women and Emerging Small Business Activity Report

Explanation of Codes

1. Grantee: Enter the name of the unit of government submitting this report.

3. Contact Person: Enter name and phone of person responsible for maintaining and submitting contract/subcontract data.

7a. Grant Number: Enter the HUD Community Development Block Grant Identification Number (with dashes). For example: B-32-MC-25-0034. For Entitlement Programs and Small City multi-year comprehensive programs, enter the latest approved grant number.

7b. Amount of Contract/Subcontract: Enter the dollar amount rounded to the nearest dollar. If subcontractor ID number is provided in 7f, the dollar figure would be for the subcontract only and not for the prime contract.

7c. Type of Trade: Enter the numeric codes which best indicates the contractor's/subcontractor's service. If subcontractor ID number is provided in 7f., the type of trade code would be for the subcontractor only and not for the prime contractor. The "other" category includes supply, professional services and all other activities except construction and education/training activities.

7d. Business Racial/Ethnic Code: Enter the numeric code which indicates the racial/ethnic character of the owner(s) and controller(s) of 51% of the business. When 51% or more is not owned and controlled by any single racial/ethnic category, enter the code which seems most appropriate. If the subcontractor ID number is provided, the code would apply to the subcontractor and not to the prime contractor.

7e. Woman Owned Business: Enter Yes or No.

7f. Contractor Identification (ID) Number: Enter the Employer (IRS) Number of the Prime Contractor as the unique identifier for prime recipient of HUD funds. Note that the Employer (IRS) Number must be provided for each contract/subcontract awarded.

7g. Section 3 Contractor: Enter Yes or No.

7h. Subcontractor Identification (ID) Number: Enter the Employer (IRS) Number of the subcontractor as the unique identifier for each subcontract awarded from HUD funds. When the subcontractor ID Number is provided, the respective Prime Contractor ID Number must also be provided.

7i. Section 3 Contractor: Enter Yes or No.

7j. Contractor/Subcontractor Name and Address: Enter this information for each firm receiving contract/subcontract activity only one time on each report for each firm.

Exhibit 5C – Section 3 Summary Report - form HUD-60002

Part II: Contracts Awarded

1. Construction Contracts:

A. Total dollar amount of all contracts awarded on the project	\$	
B. Total dollar amount of contracts awarded to Section 3 businesses	\$	
C. Percentage of the total dollar amount that was awarded to Section 3 businesses		%
D. Total number of Section 3 businesses receiving contracts		

2. Non-Construction Contracts:

A. Total dollar amount of all non-construction contracts awarded on the project/activity	\$	
B. Total dollar amount of non-construction contracts awarded to Section 3 businesses	\$	
C. Percentage of the total dollar amount that was awarded to Section 3 businesses		%
D. Total number of Section 3 businesses receiving non-construction contracts		

Part III: Summary

Indicate the efforts made to direct the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs, to the greatest extent feasible, toward low- and very low-income persons, particularly those who are recipients of government assistance for housing. (Check all that apply.)

- Attempted to recruit low-income residents through: local advertising media, signs prominently displayed at the project site, contacts with community organizations and public or private agencies operating within the metropolitan area (or nonmetropolitan county) in which the Section 3 covered program or project is located, or similar methods.
- Participated in a HUD program or other program which promotes the training or employment of Section 3 residents.
- Participated in a HUD program or other program which promotes the award of contracts to business concerns which meet the definition of Section 3 business concerns.
- Coordinated with Youthbuild Programs administered in the metropolitan area in which the Section 3 covered project is located.
- Other; describe below.

Public reporting burden for this collection of information is estimated to average 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u., mandates that the Department ensure that employment and other economic opportunities generated by its housing and community development assistance programs are directed toward low- and very low-income persons, particularly those who are recipients of government assistance for housing. The regulations are found at 24 CFR Part 135. The information will be used by the Department to monitor program recipients' compliance with Section 3, to assess the results of the Department's efforts to meet the statutory objectives of Section 3, to prepare reports to Congress, and by recipients as a self-monitoring tool. The data is entered into a data base and will be analyzed and distributed. The collection of information involves recipients receiving Federal financial assistance for housing and community development programs covered by Section 3. The information will be collected annually to assist HUD in meeting its reporting requirements under Section 808(e)(6) of the Fair Housing Act and Section 916 of the HCDA of 1992. An assurance of confidentiality is not applicable to this form. The Privacy Act of 1974 and OMB Circular A-108 are not applicable. The reporting requirements do not contain sensitive questions. Data is cumulative; personal identifying information is not included.

Exhibit 5C – Section 3 Summary Report - form HUD-60002

Form HUD-60002, Section 3 Summary Report, Economic Opportunities for Low- and Very Low-Income Persons.

Instructions: This form is to be used to report annual accomplishments regarding employment and other economic opportunities provided to low- and very low-income persons under Section 3 of the Housing and Urban Development Act of 1968. The Section 3 regulations apply to any *public and Indian Housing programs* that receive: (1) development assistance pursuant to Section 5 of the U.S. Housing Act of 1937; (2) operating assistance pursuant to Section 9 of the U.S. Housing Act of 1937; or (3) modernization grants pursuant to Section 14 of the U.S. Housing Act of 1937 and to *recipients of housing and community development assistance in excess of \$200,000* expended for: (1) housing rehabilitation (including reduction and abatement of lead-based paint hazards); (2) housing construction; or (3) other public construction projects; and to *contracts and subcontracts in excess of \$100,000* awarded in connection with the Section-3-covered activity.

Form HUD-60002 has three parts which are to be completed for all programs covered by Section 3. Part I relates to *employment and training*. The recipient has the option to determine numerical employment/training goals either on the basis of the number of hours worked by new hires (columns B, D, E and F) or the number of new hires utilized on the Section 3 covered project (columns B, C and F). Part II of the form relates to *contracting*, and Part III summarizes recipients' *efforts* to comply with Section 3.

Recipients or contractors subject to Section 3 requirements must maintain appropriate documentation to establish that HUD financial assistance for housing and community development programs were directed toward low- and very low-income persons.* A recipient of Section 3 covered assistance shall submit two copies of this report to the local HUD Field Office. Where the program providing assistance requires an annual performance report, this Section 3 report is to be submitted at the same time the program performance report is submitted. Where an annual performance report is not required, this Section 3 report is to be submitted by January 10 and, if the project ends before December 31, within 10 days of project completion. **Only Prime Recipients are required to report to HUD. The report must include accomplishments of all recipients and their Section 3 covered contractors and subcontractors.**

HUD Field Office: Enter the Field Office name forwarding the Section 3 report.

1. Recipient: Enter the name and address of the recipient submitting this report.
2. Federal Identification: Enter the number that appears on the award form (with dashes). The award may be a grant, cooperative agreement or contract.
3. Dollar Amount of Award: Enter the dollar amount, rounded to the nearest dollar, received by the recipient.
- 4 & 5. Contact Person/Phone: Enter the name and telephone number of the person with knowledge of the award and the recipient's implementation of Section 3.
6. Reporting Period: Indicate the time period (months and year) this report covers.
7. Date Report Submitted: Enter the appropriate date.

Submit two (2) copies of this report to the HUD Field Office of Fair Housing and Equal Opportunity, Program Operations and Compliance Center Director, at the same time the performance report is submitted to the program office. For those programs where such a report is not required, the Section 3 report is submitted by January 10. Include only contracts executed during the reporting period specified in item 8. PHAs/HAs are to report all contracts/subcontracts.

* The terms "low-income persons" and "very low-income persons" have the same meanings given the terms in section 3(b)(2) of the United States Housing Act of 1937. *Low-income persons* mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with

8. Program Code: Enter the appropriate program code as listed at the bottom of the page.

9. Program Name: Enter the name of the HUD Program corresponding with the "Program Code" in number 8.

Part I: Employment and Training Opportunities

Column A: Contains various job categories. Professionals are defined as people who have special knowledge of an occupation (i.e., supervisors, architects, surveyors, planners, and computer programmers). For construction positions, list each trade and provide data in columns B through F for each trade where persons were employed. The category of "Other" includes occupations such as service workers.

Column B: Enter the number of new hires for each category of workers identified in Column A in connection with this award. New Hire refers to a person who is not on the contractor's or recipient's payroll for employment at the time of selection for the Section 3 covered award or at the time of receipt of Section 3 covered assistance.

Column C: Enter the number of Section 3 new hires for each category of workers identified in Column A in connection with this award. Section 3 new hire refers to a Section 3 resident who is not on the contractor's or recipient's payroll for employment at the time of selection for the Section 3 covered award or at the time of receipt of Section 3 covered assistance.

Column D: Enter the percentage of all the staff hours of new hires (Section 3 residents) in connection with this award.

Column E: Enter the percentage of the total staff hours worked for Section 3 employees and trainees (including new hires) connected with this award. Include staff hours for part-time and full-time positions.

Column F: Enter the number of Section 3 residents that were employed and trained in connection with this award.

Part II: Contract Opportunities

Block 1: Construction Contracts

Item A: Enter the total dollar amount of all contacts awarded on the project/program.

Item B: Enter the total dollar amount of contracts connected with this project/program that were awarded to Section 3 businesses.

Item C: Enter the percentage of the total dollar amount of contracts connected with this project/program awarded to Section 3 businesses.

Item D: Enter the number of Section 3 businesses receiving awards.

Block 2: Non-Construction Contracts

Item A: Enter the total dollar amount of all contacts awarded on the project/program.

Item B: Enter the total dollar amount of contracts connected with this project awarded to Section 3 businesses.

Item C: Enter the percentage of the total dollar amount of contracts connected with this project/program awarded to Section 3 businesses.

Item D: Enter the number of Section 3 businesses receiving awards.

Part III: Summary of Efforts - Self-explanatory

adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary's findings such that variations are necessary because of prevailing levels of construction costs or unusually high- or low-income families. *Very low-income persons* mean low-income families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

Exhibit 5G – Grant award exceeds \$100,000 - Construction Contracts

Oregon Community Development Block Grant
Required Federal Contract Clauses
Use for **Construction Contracts** Where the Grant Award Exceeds \$100,000

1. Source of Funds
Work under this contract will be funded [in part/in its entirety] with federal grant funds from the Oregon Community Development Block Grant program.
2. Conflict of Interest of Members, Officers, or Employees of the Grant Recipient, Members of Local Governing Body, or Other Public Officials
No member, officer, or employee of the city or county recipient of the Community Development Block Grant, or its designees or agents, no member of the governing body of the locality in which the grant project is situated, and no public official of such locality or localities who exercises any functions or responsibilities with respect to the project during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under the grant contract.
3. Prohibition on the Use of Federal Funds for Lobbying
The following certification must be signed by all contractors and subcontractors:
 3. Prohibition on the Use of Lead-Based Paint (Contracts and subcontracts residential for construction or rehabilitation)
The use of lead-based paint on any interior or exterior surfaces is prohibited.
4. Federal Labor Standards Provisions and Davis-Bacon Wage Rates (Construction contracts in excess of \$2,000 and all subcontracts under a prime contract that exceeds \$2,000)
The Federal Labor Standards Provisions (HUD-4010) must be attached to this contract.
www.hudclips.org/sub_nonhud/html/pdf/forms/4010.pdf
5. Section 3 - Economic Opportunities for Low- and Very Low-Income Persons (This clause is applicable only if the Community Development Block Grant exceeds \$200,000)
 - A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
 - B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
 - C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the

Exhibit 5G – Grant award exceeds \$100,000 - Construction Contracts

labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been in violation of the regulations in 24 CFR part 135.
 - E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations in 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
 - F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.
6. Prohibition on the Use of Federal Funds for Lobbying
The following certification must be signed by all contractors and subcontractors:

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with

Exhibit 5G – Grant award exceeds \$100,000 - Construction Contracts

its instructions.

- C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



Signed (Contractor)

MEMPHIS / BROWNFIELD ENVIRONMENTAL CONSTRUCTION LLC

Title / Firm

8/20/03

Date

Exhibit 5G – Grant award exceeds \$100,000 - Construction Contracts

Federal Labor Standards Provisions

U.S. Department of Housing
and Urban Development

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) **Minimum Wages.** All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR-5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR Part 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Admin-

istration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. **Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract in the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations

have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) **Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OM B Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR Part 5.5 (a)(3)(i) and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph A.3.(ii)(b) of this section.

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph A.3.(i) of this section available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance

Exhibit 5G – Grant award exceeds \$100,000 - Construction Contracts

with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be

resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

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

B. Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of eight hours in any calendar day or in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such workweek, whichever is greater.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of eight hours or in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

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(3) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat 96).

(3) The Contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

Exhibit 6G – Contractor/Subcontractor Agreement and Fringe Benefit Summary form

CONTRACTOR/SUBCONTRACTOR CONTRACT AGREEMENT

Addendum to Contract between Contractor and Subcontractor

Contract

Part A

Date: _____ Contractor: _____

Project Number: _____ Address: _____

Project Name: _____

1. The parties, having executed a contract for: _____ in the amount of \$ _____ in the construction of the above-identified project acknowledge and agree that:
 - a. The Labor Standards provision (HUD 4010), Section 3 Clause, and Lobbying Certification are included in the aforesaid contract;
 - b. The applicable Davis-Bacon wage rates are included in aforesaid contract;
 - c. The addendum to the Contract between Contractor and Subcontractor is part of the Contract;
 - d. The attached Fringe Benefit Summary form describes how the required fringe benefit amounts, if any, will be paid by the subcontractor; and,
 - e. Correction of any infractions of the aforesaid conditions, including infractions by the subcontractor and any lower tier subcontractors, is a mutual responsibility.

2. The parties certify that:
 - a. As required by 24 Code of Federal Regulations part 24, neither they nor their principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this covered transaction; and,
 - b. No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this or a lower tier covered transaction.

3. The subcontractor agrees to obtain and forward to the contractor within ten days after the execution of any subcontract, including those executed by the subcontractors and any lower tier subcontractors copy of said contract containing fully executed items 1.(a), (b), (c) and (d) listed above.

4. The Subcontractor certifies that:
 - a. The legal name and the business address is:

_____ Employer I.D. _____

 - b. The subcontractor is an independent contractor in compliance with Oregon Revised Statutes Chapter 701.
 - c. The subcontractor is currently registered with the Oregon Construction Contractors Board in a class appropriate for the work to be performed under this subcontract.
 - d. Construction Contractors Board No: _____

Contractor Signature:

Subcontractor Signature:

(Title/Date)

(Title/Date)

Exhibit 6G – Contractor/Subcontractor Agreement and Fringe Benefit Summary form

Payroll Signature Authorization

Part B

Since the owner, partner or corporate officer is not signing the certified payrolls, I, as an owner, partner or corporate officer certify that I have appointed _____, whose signature appears below to supervise the payment of the company's employees beginning (date) _____ and that this person is in a position to have full knowledge of the facts set forth in the payroll documents and in the statement of compliance required by the so-called Kick-Back Statute which said person is to execute with my full authority and approval until such time as I submit to the local agency administering the contract a new certificate appointing some other person for the purposes stated above.

Signature of Appointee

Date

Signature of (prime)(sub) Contractor

Date

Exhibit 6G – Contractor/Subcontractor Agreement and Fringe Benefit Summary form

Fringe Benefit Summary Form

Part C

Project Name: _____ Project Number: _____

Name of Recipient: _____

Name of Contractor: _____

The contractor named above will pay employees on this project fringe benefits required by the applicable David-Bacon wage determination as follows:

- 1. Required fringe benefit amounts will be paid in cash.
- 2. **FUNDED PLAN(S)** (Deductions for fringe benefits will be paid into a fund, plan, or program administered by a third party "e.g., union plan, Blue Cross")

Name of plan(s) _____

I certify that the deductions made for the above plan(s) are:

- a. Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and consent is not a condition either for the obtaining of or the continuation of employment,
or
They are provided for in a bona fide collective bargaining agreement between the contractor and representatives of the employees;
- b. No profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or any affiliated person in the form of commission, dividend, or otherwise;
- c. The deductions shall serve the convenience and interest of the employee;
- d. Contributions to the plans are made at least quarterly;
- e. When the cash paid and per hour contribution for benefits do not equal the total rate set forth in the wage determination, the difference will be paid in cash; and
- f. Employees who are excluded from the plans for any reason will be paid in cash.

- 3. **UNFUNDED PLAN(S)** (Deductions for fringe benefits will be administered by the contractor "e.g. vacation plan")

Name of plan(s) _____

I certify that no deductions will be made for unfunded plans until approval is obtained from the U.S. Department of Labor. I understand that to obtain approval, I must provide the representative of the CDBG recipient with the following for submission to the U.S. Department of Labor:

- a. Description of the coverage that will be provided to employees including conditions for receiving the benefits; and
- b. Signed authorization from those employees to accept those specific employer-paid contribution amounts.

Until approval is obtained, I will pay the employees the fringe benefit amounts in cash.

Contractor/Subcontractor Signature

Date

Exhibit 6G – Contractor/Subcontractor Agreement and Fringe Benefit Summary form

Section 3 Clause

Part D

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations in 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.

Exhibit 6G – Contractor/Subcontractor Agreement and Fringe Benefit Summary form

Certification Regarding Lobbying

Part E

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signed (Contractor)

Title / Firm

Date

PART 3

Technical Requirements

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Attorney

The City Attorney of the City of Newberg, Oregon.

Bid

The offer of a Bidder, titled Proposal, which is the basis of the Contract, submitted on Owner's official Bid form, to perform stated work at a price or prices quoted.

Bid Bond

The bond required to be submitted with each Bid as described in Subsection 102.06 as a Bid Guaranty, which assures that the bidder will enter into a contract if his bid is accepted, synonymous with bid security.

Bidder

Any individual, firm, co-partnership, corporation, or combination thereof, submitting a Bid in response to the advertisement calling for bids on the work contemplated in the Contract.

Business Day

Definition is the same as for "Working Day".

Certificate of Completion

Standard Owner's form which must be signed by the Contractor.

Certificate of Compliance

Standard Owner's form which must be signed by the Contractor stating compliance with the Contract Documents.

Change Order

A written order issued by the Engineer to the Contractor directing changes in the work, subject to approval of Owner.

Construction Manager

A Project Engineer who manages the project from construction to completion after the award of the Contract.

Contract Cost

The aggregate amount of price promised to be paid by Owner to Contractor upon fulfillment of the Contract.

Contract

The document entitled contract or agreement which is executed by the Contractor and the Owner, authorizing ordinance, the advertisement calling for bids, the bid, instructions to bidder, plans, all specifications, addenda, permits, performance bond, insurance certificates, and change order for any approved revisions made during the performance of the work to any of the above listed documents, collectively referenced as the contract documents.

Contract Item

A specific unit of work for which a price or basis of payment is provided in the Contract.

Contractor

Any individual, firm, co-partnership, corporation or any combination thereof who has or have entered into a Contract with the Owner for a particular project. In the case of work being done under permit issued by the Owner, the permittee shall be construed to be the Contractor.

Day

Calendar day, any and every day shown on the calendar, Sundays and Holidays included.

Easement

The right to use a defined area of property for specific purpose or purposes as set forth in the specifications.

Engineer

The City Engineer of the City of Newberg acting either directly or through authorized representatives.

Foreign Contractor

Contractor who is not domiciled in or registered to do business in the State of Oregon.

Holidays

The following shall be recognized as legal holidays: Veteran's Day, Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Day, Martin Luther King Jr. Birthday, and President's Day.

Improvement

General term encompassing all phases of work to be performed under a Contract for a Local Improvement District and is synonymous with the term Project or work.

Inspector

The authorized representative of the Engineer whose authority, instructions, and decisions shall be limited to the particular duties and responsibilities entrusted to him in making detailed inspections of any or all portions of the work or materials therefor.

Lump Sum

A method of payment providing for one all-inclusive payment for the work described to be done, complete and accepted without further measurement, as such work is covered under the applicable lump sum pay item.

Manager

The City Manager of the City of Newberg acting either directly or through authorized representatives.

Notice

A written communication delivered by hand or by mail to the authorized individual, member of the firm or officer of the corporation for which it is intended. If delivered or sent by mail it shall be addressed to the last known business address of the individual, firm or corporation. In the case of a Contract with two (2) or more persons, firms or corporations, notice to one shall be deemed notice to all.

OSHD Standard Specification

The latest edition of the Specification Document published by the State of Oregon entitled Standard Specifications for Highway Construction, Oregon State Highway Division. This document is available from the Oregon State Highway Division, Salem, Oregon.

Owner

The City of Newberg, acting through its legally constituted City Council.

Performance and Payment Bond

The bond submitted by the Contractor and his surety as specified in the Contract and as more fully described in Subsection 103.06.

Plans

The official plans, profiles, cross sections, elevations, details and other working, supplementary and detail drawings, or reproductions thereof, signed by the Engineer, which show the location, character, dimensions and details of the work to be performed. Plans may either be bound in the same book as the balance of the Contract Documents or bound in separate sets, and are a part of the Contract Documents, regardless of the method of binding.

Prequalification

Process for pre-screening Contractors.

Project

General term encompassing all phases of the work to be performed under the Contract and is synonymous with the term Improvement or Work.

Project Manager

Definition is the same as for "Construction Manager".

Proposal

See Bid.

Provide

When related to an item of work, the word provide shall be understood to mean furnish and install the work complete in place.

Reference Specifications

Bulletins, standards, rules, methods of analysis or test, codes and specifications of other agencies, engineering societies, or industrial associations referred to in the Contract Documents. All such references specified herein refer to the latest edition thereof, including any amendments thereto which are in effect and published at the time of advertising for bids or of issuing the permit for the project.

Responsible and Responsive Bidder

This term denotes a bidder who has the capability in all respects to perform fully the contract, and the integrity and reliability which will assure good faith performance and who has submitted a bid under a competitive sealed bid which conforms in all respects to the invitation for bids so that all bidders may stand on equal footing with respect to method and timeliness of submission and as to the substance of any resulting contract.

Right-of-Way

A general term denoting public land, property, or interest therein, acquired for or devoted to a public street, public access or public use.

Roadway

That portion of a street and its appurtenances between curbs, gutters, or ditches, primarily used for vehicular traffic.

Shop Drawings and Submittals

Supplementary plans or data or other information which the Contract requires the Contractor to submit to the Engineer.

Shown

As used herein, the word shown, or as shown, shall be understood to refer to work shown on the Plans in the Contract.

Special Provisions

Definition is the same as for "Special Specifications".

Special Specifications

Requirements peculiar to the project and changes and modifications of the Standard Specifications.

Specified

As used herein, the word specified, or as specified, means as required by the Contract.

Standard Plans or Drawings

Details of structures, devices, or instructions adopted by Owner as a standard and referred to in the Contract.

Standard Specifications

The terms, directions, provisions and requirements set forth herein.

Station

A distance of 100 feet measured horizontally along the established centerline of a street, sewer, or other work, unless specified otherwise.

Street

Any street, avenue, boulevard, alley, lane, bridge, bicycle path, road, public thoroughfare or public way and any land over which a right-of-way has been obtained or granted for any purpose of public travel.

Subcontractor

An individual, partnership, firm, corporation, or any combination thereof, to whom the Contractor sublets part of the Contract.

Substantial Completion

The work (or a specified part thereof) has progressed to the point where, in the opinion of the Engineer, it is sufficiently complete in accordance with the Contract Documents, so that the work (or specified part) can be utilized for the purposes for which it is intended.

Surety

The corporate body which is bound with and for the Contractor, for the acceptable performance of the Contract, and for his payment of all obligations arising out of the Contract.

Unit Price

A Contract item of work providing for payment based on specific unit of measurement; e.g., linear foot or cubic yard.

Use of Pronoun

As used herein, the singular shall include the plural, and the plural the singular; any masculine pronoun shall include the feminine or neuter gender; and the term "person" includes natural person or persons, firm, co-partnership, corporation or association, or combination thereof.

Utility

Tracks, overhead or underground wires, pipelines, conduits, ducts, or structures, owned, operated or maintained in or across a public right-of-way or easement.

Work

All material, labor, tools, equipment, and all appliances, machinery, transportation, and appurtenances necessary to perform and complete the Contract, and such additional items not specifically indicated or described which can be reasonably inferred as belonging to the item described or indicated and as required by good practice to provide a complete and satisfactory system or structure.

Working Day

Calendar day, any and every day shown on the calendar, excluding Saturdays, Sundays and Legal Holidays.

101.02 ABBREVIATIONS

AAN	American Association of Nurserymen
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AGA	American Gas Association
AGC	Associated General Contractors of America
AIA	American Institute of Architects
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
ANSI	American National Standards Institute
APWA	American Public Works Association
ASCE	American Society of Civil Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWPA	American Wood Preservers Association
AWS	American Welding Society
AWWA	American Water Works Association
BOLI	Bureau of Laborer and Industries
CRSI	Concrete Reinforced Steel Institute
DEQ	Department of Environmental Quality
EPA	Environmental Protection Agency
FHWA	Federal Highway Administration
ITE	Institute of Traffic Engineers
MUTCD	Manual on Uniform Traffic Control Devices
NEC	National Electrical Code
NEMA	National Electrical Manufacturer's Association
NLMA	National Lumber Manufacturer's Association
ODOT	Oregon Department of Transportation
ORS	Oregon Revised Statutes
OSHA	Occupational Safety and Health Administration
OSHD	Oregon State Highway Division
PCA	Portland Cement Association
UBC	Uniform Building Code
UL	Underwriters' Laboratories, Inc.
USASI	United States of America Standards Institute
WWPA	Western Wood Products Association

102 INSTRUCTIONS TO BIDDERS

102.01 EEO AFFIRMATIVE ACTION

Bidders must comply with the City of Newberg's Equal Opportunity Policy for Contractors. The policy is included in and made a part of these Contract Documents.

102.02 PREQUALIFICATION OF BIDDERS

All bidders must be prequalified. Prequalification forms must be submitted on the forms prescribed by the State of Oregon, Department of Administrative Services. Prequalification applications submitted without being designated for a project advertised for bid by the City will be considered as a general prequalification application and processed pursuant to ORS 279.039, and notice of prequalification status will be given within thirty (30) days of the receipt of the application. A notice of disqualification can be given orally. An oral disqualification notice will be followed by written notice and bear the date of the oral notice.

102.03 FORM OF BID

A. Bidders shall enclose the bid, bid bond, certified check or cashier's check in a sealed, labeled, and addressed envelope and file as required in the Notice to Contractors. The outside of the envelope should plainly identify: the Project name and the Bid Opening date.

B. All bids must be clearly and distinctly typed or written with ink or indelible pencil and be on the form furnished by Owner, and in addition to necessary unit price items and total prices in the column of totals to make a complete bid, all applicable blanks giving general information must be filled in and the bid signed by the Contractor or a duly authorized agent. Any statement accompanying and tending to qualify a bid may cause rejection of such bid, unless such statement is required in a bid embracing alternative bids.

C. Unless otherwise specified, bidders shall bid on all bid items included in the bid and the low bidder shall be determined as noted in Subsection 103.01, AWARD OF CONTRACT. Except as provided herein, bids which are incomplete, or fail to reply to all items required in the bid may be rejected.

D. State whether business is being done as an individual, a co-partnership, a corporation, or a combination thereof, and if incorporated, in what state, and if a co-partnership, state names of all partners. The person signing on behalf of a corporation, a co-partnership or combination thereof shall state his position with the firm or corporation, and state whether the corporation is licensed to do business in the State of Oregon.

102.04 WITHDRAWAL, MODIFICATION OR ALTERATION OF BID

A. A bid may only be withdrawn on written or telegraphic request of the bidder and received by the Owner prior to the scheduled closing time for filing bids.

B. Prior to Bid Opening, changes may be made provided the change is initialed by the bidder or his agent. If the intent of the bidder is not clearly identifiable, the interpretation most advantageous to Owner will prevail.

102.05 LATE BIDS

Bids received after the scheduled closing time for filing bids, as set forth in the invitation for bids will be rejected and returned unopened to the bidder unless such closing time is extended by Owner.

102.06 BID GUARANTY AND ORGANIZATION

Unless covered by an annual bid bond, filed with the Owner, in an unencumbered amount sufficient to cover all pending bids, all bids must be accompanied by a Bid guaranty guaranteeing that the bid will be irrevocable for 60 days, unless specified otherwise, in the form of a certified check or cashier's check payable to the order of the Owner, or a bidder's bond in such form as is approved by the City Attorney in an amount of at least ten percent (10%) of the amount of the bid. Such bid guaranty shall be forfeited as liquidated damages if the bidder shall fail or neglect to furnish a performance bond and insurance, if required, and to execute and return the contract within fifteen (15) days after issuance of the Contract.

102.07 INTERPRETATION OF CONTRACT AND ADDENDA

A. If it should appear to a Bidder that the work to be done or matters relative thereto are not sufficiently described or explained in the Contract Documents or that Contract Documents are not definite and clear, or the Bidder requests additional information or an interpretation of the contract, the Bidder may make written inquiry regarding same to the Engineer at least five (5) days before the scheduled closing time for filing bids.

B. If, in the opinion of the Engineer, additional information or interpretation is required, an addendum will be issued to all known specification holders.

C. Any addendum or addenda issued by the Owner which may include changes, corrections, additions, interpretations or information, and issued forty-eight (48) hours or more before the scheduled closing time for filing bids, Saturday, Sunday and legal holidays not included, shall be binding upon the Bidder. Owner shall supply copies of such addenda to all Contractors who have obtained copies of the Contract for the purpose of bidding thereon, but failure of the Contractor to receive or obtain such addenda shall not excuse him from compliance therewith if he is awarded the contract.

ORAL INSTRUCTIONS OR INFORMATION CONCERNING THE CONTRACT OR THE PROJECT GIVEN OUT BY OFFICERS, EMPLOYEES OR AGENTS OF THE OWNER TO PROSPECTIVE BIDDERS SHALL NOT BIND THE OWNER.

102.08 EXAMINATION OF CONTRACT, SITE OF WORK AND SUBSURFACE DATA

A. Bidders shall determine for themselves all the conditions and circumstances affecting the project or the cost of the proposed work, including without limitation utility interferences, by personal examination of the site, careful review of the Contract and by such other means as the Bidder feels may be necessary. It is understood and agreed that information regarding subsurface or other conditions, or obstructions indicated in the Contract Documents, is provided by Owner only for the convenience of Bidders and such information is not expressly or tacitly warranted to accurately represent actual conditions. Bidder's use of such information shall be at Bidder's sole risk, and Bidder is responsible to confirm any information provided from such independent sources as Bidder feels may be necessary.

B. Logs of test holes, test pits, soils reports, ground-water levels and other supplementary subsurface information are offered as information of underlying materials and conditions at the locations actually tested. Owner will not be liable for any loss sustained by the Contractor as a result of any variance between conditions contained in or interpretations of test reports and the actual conditions encountered during progress of the work.

C. The submission of a Bid shall be conclusive evidence that the Bidder has investigated and is satisfied as to the site subsurface conditions to be encountered, as to the character, quality and quantities of work to be performed and materials to be furnished, and as to the requirements of the Contract.

102.09 FAMILIARITY WITH LAWS AND ORDINANCES

The Bidder is presumed to be familiar with all Federal, State, and local laws, ordinances, and regulations which in any manner affect those engaged or employed in the work or the materials or equipment used in the proposed construction, or which in any way affect the conduct of the work. If the Bidder, or Contractor, shall discover any provision in the Contract which is contrary to or inconsistent with any law, ordinance or regulation, he shall immediately report it to the Owner in writing.

102.10 UNIT BIDS

A. The estimate of quantities of work to be done under unit price bids is approximate and is given only as a basis of calculation for comparison of bids and award of the Contract. The Owner does not warrant that the actual amount of work will correspond to the amount as shown or estimated. Payment will be made at unit prices under a contract, only for work actually performed or materials actually furnished according to actual measurement.

B. Bidders must include in their bid prices the entire cost of each item of work set forth in the bid, and when, in the opinion of the Owner, the prices in any bid are obviously unbalanced, such bid may be rejected.

C. The unit contract prices for the various bid items of the contract shall be full compensation for all labor, materials, supplies, equipment, tools and all things of whatsoever nature required for the complete incorporation of the item into the work the same as though the item were to read "In Place."

102.11 REJECTION OF BIDS

A. Owner reserves the right to reject any or all bids in whole or in part or waive irregularities.

B. This invitation to bid does not commit the City to pay any costs incurred by any Bidder in the submission of a proposal, or in making necessary studies or designs for the preparation thereof, or for procuring or contracting for the items to be furnished under the invitation to bid.

102.12 CONFLICT OF INTEREST

A bidder filing a bid thereby certifies that no officer, agent, or employee of the City who has a pecuniary interest in this bid has participated in the contract negotiations on the part of the City, that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other Bidder for the same call for bids, and that the Bidder is competing solely on its own behalf without connection with, or obligation to, any undisclosed person or firm.

102.13 INELIGIBILITY FOR PUBLIC CONTRACTS FOR FAILURE TO PAY PREVAILING RATE OF WAGE

The bidder, in submitting the bid, does thereby certify that the bidder is not ineligible to receive a contract for a public work, as set forth in ORS 279.361 and agrees, if awarded a contract, that every subcontractor will be required to certify compliance thereto, said certification to be filed with the Engineer prior to such subcontractor commencing any work under the contract.

102.14 ORS 654.150 SANITARY FACILITIES AT CONSTRUCTION PROJECTS STANDARDS, EXEMPTIONS

If the contract price is estimated (itemized bid) or bid (lump sum) by Contractor at \$500,000 or more, Contractor shall be responsible for all costs (which costs shall be included in the bid whether or not a specific bid item is provided therefore) that may be incurred in complying with or in securing exemption or partial exemption from the requirements of ORS 654.150, (Sanitary facilities at construction projects; standards, exemptions) and the rules adopted pursuant thereto. Whether or not ORS 654.150 is applicable to the project is the sole responsibility of the Contractor.

103 AWARD AND EXECUTION OF CONTRACT

103.01 AWARD OF CONTRACT

A. The award will be made by Owner to the Bidder submitting the lowest, responsible and responsive bid. In determining the lowest acceptable bid, Owner may take into account, among other factors, the prices bid, discounts, if any, time of completion or delivery proposed, as between equal bids, the relative merits and performance of any item specifically proposed by the Bidder, any variation in maintenance and guaranty period specially proposed by the Bidder in excess of any minimums specified, the realistic balance of prices in the bids for various parts or units of work and the experience and ability of Bidder to perform the work.

B. While price extensions are required as a matter of convenience, in the event of error in extensions, the unit prices bid shall govern. In the event of discrepancy between the written and numerical amounts, the written prices will govern.

C. Determination of the lowest Bidder and award are subject to review and determination by the Attorney as to legal sufficiency of any bid submitted.

D. Award and tender of contract, if it be awarded, shall be made within forty-five (45) calendar days, unless otherwise specified, after the date of opening of bids.

103.02 EXECUTION OF CONTRACT

The Bidder to whom award is made shall execute and return the Contract in the required number of copies, and shall furnish a performance bond and other required bonds and insurances satisfactory to Owner within fifteen (15) days after issuance of the Contract.

103.03 FAILURE TO EXECUTE CONTRACT

Failure on the part of the Bidder to whom the Contract is awarded to execute the Contract and to deliver the Contract and required performance bond and insurance as provided for in Subsection 103.02 shall be just cause for cancellation of the award, withdrawing tender of the Contract and forfeiture of the Bid Guaranty to Owner. The forfeited Bid Guaranty shall become property of the Owner, not as a penalty, but in liquidation of damages sustained. Award may then be made to the next lowest responsible and responsive Bidder, or the work may be re-advertised, or otherwise, as the Owner may decide.

103.04 RETURN OF BID GUARANTY

Upon the execution of the contract and bond by the successful bidder, the bid guaranty shall be returned. The bidder who is awarded a contract and who fails promptly and properly to execute the contract or bond shall forfeit the bid guaranty that accompanied the bid. The bid guaranty of unsuccessful bidders will be returned after the bids have been opened and the contract has been awarded, and shall not be retained after the contract has been duly signed. The Owner reserves the right to retain the bid security of the three (3) lowest bidders until the award contract has been signed and returned.

103.05 TRANSFER OF CONTRACT AND INTERESTS THEREIN

A. Excepting Surety assignment under the performance and payment bond, the Contract is not assignable to any other party or parties without the prior written consent of Owner. In case of such attempted transfer without permission, Owner may refuse to carry out the Contract either with the transfer or the transferee, but all rights of action for any breach of the Contract by said Contractor are reserved to the Owner. No officer of Owner, nor any person employed in its service is or shall be permitted any share or part of the Contract or is or shall be entitled to any benefit which may arise from the contract.

B. Any assignment of money shall be subject to all proper setoffs and withholdings in favor of Owner and to all deductions provided for in the Contract, and particularly all money withheld, whether assigned or not, shall be subject to being used by Owner for completion of the work in the event Contractor should be in default therein.

103.06 PERFORMANCE AND PAYMENT BOND

At the time of execution of the Contract, the Contractor shall furnish Performance and Payment Bond or Bonds approved by the Owner and Attorney in an amount equal to the amount of the Contract based upon the estimate of quantities or lump sum as set forth in the Proposal, conditioned upon a compliance with and fulfillment of all terms and provisions of the Contract, including maintenance, repair and replacement, and all applicable laws and prompt payment, as due, to all persons supplying labor and/or material for prosecution of the work.

103.07 PROOF OF CARRIAGE OF INSURANCE

Work shall not commence until all insurance required in the Contract has been obtained and a certificate thereof has been approved by the Attorney. Contract shall maintain insurance throughout the life of the Contract which will hold Owner harmless and shall indemnify Owner for any and all losses to third persons or to Owner arising out of the operations, including any contingent liability arising therefrom.

103.08 FOREIGN CONTRACTOR

A foreign Contractor awarded a contract with a price exceeding \$10,000, under provisions of ORS Chapter 279, shall promptly report to the Department of Revenue on forms to be provided by the Oregon Department of Revenue the total contract price, terms of payment, length of contract and such other information as may be required before final payment can be received on the public contract. Final payment shall not be made until this provision has been accomplished.

104 SCOPE OF WORK

104.01 PLANS AND SPECIFICATIONS

The Contract Documents will govern the work to be done. Anything mentioned in the Specifications and not shown on the Plans and detailed drawings, or shown on the Plans and detailed drawings and not mentioned in the Specifications, shall be of like effect as though shown or mentioned in both. Specifications and Plans referred to in any of the Contract Documents shall be considered as being included in the document in which such reference is made. When a particular Standard Plan or Specification is referred to, such reference shall be to the Standard Plan or Specification which is in force at the time of advertising for bids. The phrases, "Contractor shall", "Contractor will", etc. may not always be specifically stated in all paragraphs but is considered understood where not specifically stated otherwise.

104.02 PRECEDENCE OF CONTRACT DOCUMENTS

In case of conflict, the order of precedence of the following documents in controlling the work shall be:

1. Contract
2. Addenda
3. Bid
4. Permits from outside agencies required by law
5. Special Specifications (Provisions)
6. Plans
7. Standard Plans and Standard Details
8. Standard/Technical Specifications

Change orders, supplemental agreements and approved revisions to Plans and Specifications will take precedence over Contract Documents listed above.

104.03 SHOP DRAWINGS AND OTHER SUBMITTALS

A. Plans furnished and included with Specifications indicate the work proposed and the results that are intended to be accomplished.

B. Unless otherwise specified, furnish six (6) copies of all layout, detail, shop and working drawings requested by the Engineer. Shop drawings shall be of sufficient size and scale to clearly show details. After review and approval by the Engineer, two copies will be returned to the Contractor.

C. By approving and submitting shop drawings, product data and samples, the Contractor represents that he has determined and verified all materials, field measurements, and field construction criteria related thereto, and that he has checked and coordinated the information contained within such submittals with the requirements of the work and of the Contract Documents and that he has checked and coordinated the information contained within such submittals with the requirements of the work and of the contract documents and that he is satisfied they conform to the contract documents.

D. All required shop drawings, product data and samples shall be furnished to the Engineer for his review and any required testing before any of the work or related work is performed or products or material ordered prior to the Engineer's review and completion of any testing will be at Contractor's risk.

E. The Engineer will review all shop drawings, product data and samples and conduct such tests as are required by the contract documents within a reasonable time but in no event will Engineer be required to complete such review or conduct such tests in less than fourteen (14) days after submission. The Engineer will return marked-up submittal copies indicating one of the following actions:

1. If review and checking indicate no exceptions, copies will be returned marked "NO EXCEPTIONS TAKEN" and work may begin immediately on incorporating the material or equipment covered by the submittal into the work.

2. If review and checking indicate limited corrections are required, copies will be returned marked "Make Corrections noted," and upon making the corrections noted, work may begin immediately to incorporate the material or equipment covered by the submittal into the work.

3. If review and checking indicate insufficient or incorrect data have been submitted, copies will be returned marked "REVISE AND RESUBMIT." No work may begin on incorporating the material or equipment covered by this submittal into the work until the submittal is revised, resubmitted, and returned marked either "NO EXCEPTIONS TAKEN" OR "MAKE CORRECTIONS NOTED."

4. If review and checking indicate the material or equipment submittal is unacceptable, copies will be returned marked "REJECTED." No work may begin on incorporating the material or equipment covered by this submittal into the work until a new submittal is made and returned marked either "NO EXCEPTIONS TAKEN" OR "MAKE CORRECTIONS NOTED."

5. If review and checking indicate additional information is required, copies will be returned marked "SUBMIT SPECIFIED ITEM." Work may begin immediately on incorporating the material or equipment covered by the submittal into the work, only if it is not affected by the item to be submitted. If any material or equipment is affected, no work may begin on incorporating that material or equipment into the work until it and the submittal are submitted and returned marked either "NO EXCEPTIONS TAKEN" or "MAKE CORRECTIONS NOTED."

F. The review by the Engineer of any shop drawings, product data, samples, construction methods and equipment or other submittals is only for conformance with the general design concept of the project and does not extend to consideration of structural integrity, safety, detailed compliance with contract requirements, or any other obligation of the Contractor. Any action shown is subject to the requirements of the plans and specifications. The Contractor is responsible for confirming and correlating all dimensions; fabricating and construction techniques; coordinating his entire work in strict accordance with the contract documents. The review does not relieve Contractor from his obligation fully to perform all contract requirements, nor shall such review give rise to any right of action or suit in favor of Contractor or third persons, against Engineer or Owner.

104.04 CHANGES IN THE WORK

A. Without invalidating the Agreement and without notice to a surety by the Owner, Owner may, at any time, order additions, deletions or revisions in the Work: these will be authorized by a written amendment, a Change Order, or a work directive change.

B. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

104.05 FORCE ACCOUNT WORK

A. The Contractor shall perform work on a force account basis upon written notice by the Engineer. If the Engineer determines the work increases the amount due under the Contract, payment will be made pursuant to Subsection 109.04 A 3 Method 3 FORCE ACCOUNT WORK.

B. The Contractor must maintain records in such a manner as to provide a clear distinction between direct cost of work performed on force account basis and costs of all other operations performed in connection with the Contract.

C. Daily, furnish to Engineer signed reports itemizing materials used and setting forth the cost of labor and charges for equipment rental, delineating whether said equipment is Contractor or Subcontractor owned. Provide names, identifications, and classifications of workmen, the hourly rate of pay and hours worked, and the size, type, and identification number of equipment and hours of equipment operation.

D. Substantiate material charges by vendor's invoices, submit such invoices with the reports; or, if not available, submit with subsequent reports. In the event said vendor's invoices are not submitted within 30 days after completion of the force account work, Owner reserves the right to establish the cost of such materials.

E. The Engineer will compare his records with the reports furnished by the Contractor, make any necessary adjustments, compile the costs of work paid for on a force account basis and issue a change order covering the work.

104.06 SALVAGE

A. When shown or specified, carefully salvage and stockpile within the construction area all castings, pipe and any discarded facilities, to be disposed of by Owner.

105 CONTROL OF WORK

105.01 AUTHORITY OF THE ENGINEER

A. The Engineer will decide all questions which may arise as to quantity, quality, and acceptability of materials furnished and work performed, the rate of progress of the work; interpretation of the Plans and Specifications; the measurement of all quantities; and the acceptable fulfillment of the Contract on the part of the Contractor. The Engineer's estimates, decisions and approval signify favorable opinion and qualified consent; it does not carry with it certification or assurance of completeness, quality or accuracy concerning details. Such approval does not relieve Contractor from responsibility for errors, improper fabrication, improper construction methods, non-conformance to requirements or for deficiencies within his control.

B. It is further understood that all work to be done under the Contract will not be considered completed until it has passed final inspection by the Engineer and is accepted by the Owner. It is further understood that the authority of the Engineer is such that the Contractor shall at all times carry out and fulfill the instructions and directions of the Engineer insofar as they concern the work to be done under the Contract.

C. The Engineer shall have the authority to order unacceptable work to be corrected, removed or replaced, and unauthorized work to be removed and, pending completion of such order, to deduct the estimated cost thereof from any monies due, including retainage, or to become due the Contractor. This authority shall take precedence over any and all requirements of the specifications for payment set forth elsewhere in the specifications.

D. In the Engineer's sole discretion, minor defects in the work may be accepted subject to a reasonable deduction from the Contract price or other credits to the Owner. Such determination by Engineer shall be final.

E. The Engineer is not authorized to waive any written notice required of the Contractor by the Contract.

105.02 AUTHORITY AND DUTIES OF INSPECTORS

A. Engineer may appoint assistants to inspect all materials used and all work done. Such inspection may extend to any or all parts of the work and to the preparation or manufacture of materials to be used. Inspectors will not be authorized to revoke, alter, enlarge, or relax the provisions of the contract. An Inspector is placed on the work to keep the Engineer informed of progress of the work and the manner in which it is being done. In addition, the Inspector shall call to the attention of Contractor any deviation from the Plans, or Specifications.

B. An Inspector will not be authorized to approve or accept any portion of the work or to issue instructions contrary to the Plans and Specifications under this Contract. Furthermore, the Inspector is not authorized to waive any written notices required by the Contract. The Inspector will have authority to reject defective material and to suspend any work that is being improperly done, subject to final decision by the Engineer.

105.03 RESPONSIBILITY OF CONTRACTOR

A. Do all work and furnish all labor, materials, equipment, tools, and machines necessary for the performance and completion of the project in accordance with the Contract. Be obligated to determine and be responsible for the method of construction.

B. Contractor shall be solely liable for any accident, loss or damage happening to work referred to in the Contract prior to completion and acceptance thereof.

105.04 NOTIFICATION OF UTILITIES AND AGENCIES

A. Obtain prior approval from the Engineer for closing or partial closing of any street. Give at least two (2) business days advance notice of such closure to all agencies providing emergency services, including without limitation police, fire and ambulance services. Notification shall include, but not be limited to the time of commencement and completion of work, names of streets or location of alleys to be closed, or partially closed, schedule of operations and routes of detours where applicable.

B. When performing work in streets and easements, whether inside or outside Owner's legal boundaries, notify all of the affected utilities and local agencies about the operations so as to properly coordinate and expedite the work in such a manner as to cause the least amount of conflict and interference between the operations and those of other agencies.

C. The Contractor and its subcontractors must comply with all provisions of ORS 757.541 to 757.571 including notification of all Owners of underground facilities at least forty-eight (48) business day hours but not more than ten (10) business days before beginning work. Notify the following utilities and agencies in writing at least two business days before commencing any work on the project:

One Call Locating Services	1-800-332-2344
Locators, Inc.	503-581-1265
City of Newberg, Public Works Division	503-537-1233
Yamhill County Public Works	503-434-7515
General Telephone Exchange	503-639-9025
Newberg School District	503-538-8361
AT & T Cable Service	503-370-2770
Northwest Natural Gas Co.	1-800-422-4012
Portland General Electric Company	1-800-542-8818

D. Owner shall relocate or cause to be relocated all privately or publicly owned utility conduits, lines, poles, mains, pipes and such other facilities within the jurisdiction and control of Owner where such relocation is necessary in order to conform said utility and other facilities with the plans and ultimate requirements of the project. If desirable for specific reasons, or for convenience of field operations, contact the above listed utilities.

105.05 UTILITIES AND EXISTING IMPROVEMENTS

A. Information shown as to location of existing water courses, drains, sewer lines or utility lines is provided for Contractor's information and convenience and is not, in any way, warranted to be accurate by Owner. Contractor shall verify all such information and shall deal with varying conditions at its own expense.

B. Operation of water valves and hydrants by unauthorized personnel is strictly prohibited. Obtain written permission from and pay any fee required from the City of Newberg prior to using hydrant water.

C. Provide for the flow of sewers, drains, or water courses interrupted during the progress of the work, and restore such drains or water courses as approved by the Engineer, at no additional cost to Owner.

D. Be responsible for all costs for the repair of any and all damage to any utility, whether previously known or disclosed during the work, as may be caused by the work. Maintain in place utilities not shown on the drawings to be relocated or altered by others. If Contractor requires temporary relocation, for his convenience or because of his method of construction or as a result of site conditions, Contractor shall bear all costs for said temporary relocation. Maintain utilities which have been relocated by others in their relocated positions in order to avoid interference with structures which cross the project work.

E. Make excavations and borings ahead of work, as necessary, to determine the exact location of interfering utilities or underground structures. When this is not feasible or practical or the need for such work was not foreseen, the utility owners or the Owner shall have the right to enter upon the right-of-way and upon any structure therein for the purpose of making new installations, changes or repairs. Conduct operations so as to provide the time needed for such work to be accomplished during the progress of the improvement, at no additional cost to the Owner.

F. It is understood that there will be interfering utilities, service laterals, and other underground pipes, drains or structures encountered on underground projects that are not shown or are shown incorrectly on the plans and/or have not been previously discovered in the field. Contractor agrees this is a normal and usual occurrence in the construction of underground improvements. Furthermore, bidders understand and agree that work in some cases must be done in close proximity to said utilities and underground pipes, drains, and structures not shown or shown incorrectly on the plans which may require a change in operations and may cause sloughing of the trench, additional traffic control, additional pavement and backfill costs, and time; the Contractor agrees that a reasonable number of these occurrences are usual and ordinary on underground projects and are reflected in the bid and plan of operation.

G. The Engineer will require a reasonable amount of time to perform design changes necessitated by directly conflicting utilities and/or the utility owners will require a reasonable amount of time to make necessary utility relocations.

H. The Bidders agree to provide for these conflicts and interferences and agree to provide for a reasonable amount of time for design changes and/or utility relocations due to said interference in the bid and understand that no additional compensation for interruption of schedule, extended overhead, delay or any other impact claim or ripple effect or any other costs whatsoever or additional time will be made for these conflicts or interferences.

105.06 SURVEY SERVICE

A. Give notice to Engineer not less than three (3) business days in advance of when survey services will be required in connection with the laying out of any portion of the work.

B. Engineer will furnish and set construction stakes establishing lines and grades as he determines necessary for all work under the Contract.

C. Engineer will furnish appropriate offset lines and grades as he deems necessary for all projects involving trenching operations. Contractor will be responsible for the transfer of the offset lines or grades into the ditch, to batter boards, or any other point within the work. Work done without lines and grades having been established by the Engineer or work done beyond the lines and grades will be considered as unauthorized and will not be paid for and may be ordered removed, replaced, or corrected at no expense to the Owner.

105.07 PROTECTION OF SURVEY MARKERS

A. Permanent Survey Markers

Notify the Engineer not less than three (3) business days prior to starting work in order that the Engineer may take necessary measures to ensure the preservation of survey monuments, stakes, lot stakes and bench marks. Do not disturb permanent survey monuments, stakes, lot stakes or bench marks without the consent of Engineer, and notify Engineer and bear the expense of hiring a licensed surveyor to replace any that may be disturbed.

When a change is made in the finished elevation of the pavement of any roadway in which a permanent survey monument is located, preserve the monument and adjust the monument cover to the new grade at no expense to Owner.

B. Construction and Survey Markers

Preserve construction survey stakes and marks for the duration of their usefulness during construction. If any construction survey stakes are lost or disturbed through negligence of Contractor, and in the judgment of the Engineer need to be replaced, such replacement shall be by the Engineer at the expense of Contractor. The cost of replacement shall be charged against, and shall be deducted from payments for Contract work.

105.08 PROTECTION OF PROPERTY

A. Protect all public and private property, insofar as it may be endangered by operations and take every reasonable precaution to avoid damage to such property.

B. Restore and bear the cost of any public or private improvement, facility, structure, or land and landscaping within the right-of-way or easement which is damaged or injured directly or indirectly by or on account of an act, omission, or neglect in the execution of the work. Restore to a condition substantially equivalent to that existing before such damage or injury occurred, by repairing, rebuilding, or otherwise effecting restoration thereof, or if this is not feasible, make a suitable settlement with the Owner of the damaged property.

C. Give reasonable notice to occupants of buildings on property adjacent to the work to permit the occupants to remove vehicles, trailers and other possessions as well as salvage or relocate plants, trees, fences, sprinkler systems, or other improvements in the right-of-way which are designated for removal or which might be destroyed or damaged by work operations.

D. Protect all designated trees, lawns and planted areas within the right-of-way or easements. Restore all on-surface disturbed areas, by methods as set forth in the technical specifications. If conditions are such that the method specified cannot be done, provide erosion control surface covering of such quality and quantity as will prevent erosion from occurring, without adverse impacts to the environment, if required by conditions existing at the site, at no additional cost to the Owner.

E. Review with Engineer the location, limits and methods to be used prior to clearing work. Clearing and grubbing shall be performed in strict compliance with all local, State and Federal laws and requirements pertaining to clearing and burning, and particularly in conformity with the provisions of ORS Chapter 477, and all subsequent amendments, which require, among other things, filing with the State Forester a general description of the right-of-way to be cleared before the start of clearing operations. Obtain the required permit from the State Forester and perform clearing work in conformance thereto.

105.09 USE OF WORK DURING CONSTRUCTION

A. Owner shall have the right to take possession of and use any completed or partially completed portions of the Work. Such use shall not be considered as final acceptance of the Work or portions thereof.

B. Such action by Owner will not relieve the Contractor of responsibility for injury or damage to said completed portions of the work resulting from use by public traffic, action of the elements, Contractor's operations, defective work, or negligence, or from any other cause, except for injury or damage resulting from Owner's negligence. Contractor will not be required to again clean up such portions of the Work prior to final acceptance, excepting for such clean up as results from Contractor's operations or defective work. Use of any completed or partially completed portions of the work does not relieve Contractor from the warranty responsibility nor shall the warranty period commence to run until final completion and acceptance of the work.

105.10 FURNISHING TEMPORARY SERVICES AND FACILITIES

Install, furnish and maintain temporary light, power, water and any temporary services or facilities complete with connecting piping, wiring, lamps, and similar equipment during construction of the work, including testing and start up. Remove temporary facilities upon completion of work. Obtain all permits and bear all costs in connection with temporary services and facilities. Conform to applicable statutes, rules, codes, and other requirements in the use of these facilities.

105.11 VERBAL AGREEMENTS OR REPRESENTATIONS

No verbal agreement or conversation by or with any officer, agent or employee of the Owner, either before or after execution of the Contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising the Contract. Any such verbal agreement or conversation is in no way binding upon Owner.

105.12 WATER AND AIR POLLUTION CONTROL

A. During the term of the Contract, Contractor's operations shall conform to applicable laws and regulations of the Oregon Department of Environmental Quality, and other agencies of the State and Federal government, City of Newberg guidelines, as well as other local Ordinances and Resolutions designed to prevent, control, and abate water and air pollution.

B. During all phases of the work, or when directed, protect work sites, storage and disposal areas from washout and erosion, and take precautions to control or abate dust nuisance and air pollution by cleaning up, sweeping, sprinkling, covering, enclosing or sheltering work areas, and stockpiles, and by promptly removing from paved streets earth or other material which may become airborne or may be washed into waterways or drainage systems.

105.13 NOISE

A. Conform and comply with applicable noise regulations of the City of Newberg.

105.14 ACCESS TO THE WORK

A. Provide access to the work for representatives of the Owner, County, the State of Oregon, the Federal Government, and other entities having jurisdiction in the area.

B. Allow access to Engineer or his representatives to all parts of the work and to plants of manufacturers at all times. Furnish them with every reasonable facility for ascertaining if the work meets requirements and intent of the Contract.

105.15 DEFECTIVE OR UNAUTHORIZED WORK

A. All work which does not conform to the requirements of the Contract shall be considered as unacceptable.

B. Upon discovery immediately remove unacceptable and defective work and replace by work and materials which conform to the Contract. This provision shall have full effect regardless of the fact that the unacceptable work may have been done or the defective materials used with the full knowledge of the Inspector.

105.16 RAILROAD CROSSINGS OR RIGHT-OF-WAY

Submit a schedule of proposed operations to the Engineer whenever the project or work thereunder involves the crossing of any railroad line or the encroachment on any railroad right-of-way. This schedule shall be approved by the appropriate railroad officials and the Engineer before the work is started within such area. Pay for services of flag persons and/or watch persons furnished by the railroad company and provide and drive piling, set cribbing, build bridges or tunnels, install enclosing pipe and do all other work required by the railroad company or necessary for safety or maintenance of railroad traffic, including working on weekends, holidays and providing extra shifts. Furnish any bond or insurance required of the Owner by the railroad company as a result of such intended operations and indemnify Owner for any and all expenses incurred by Owner, and assume any and all liability or claims thereof imposed on Owner as a result of operations in railroad right-of-way area. Bear all costs resulting from interferences, obstructions or liabilities set forth in this Specification, whether or not herein specifically mentioned.

106 CONTROL OF MATERIALS

106.01 PREFERENCE FOR USE OF OREGON PRODUCTS

Preference may be given to services, articles or materials produced or manufactured in Oregon, if price, fitness, availability and quality are otherwise equal. These provisions do not apply to Contracts on projects financed wholly or in part by Federal funds.

106.02 QUALITY OF WORK

Materials, parts, products and equipment which are to be incorporated into the work shall be new and shall conform to the Contract Documents.

106.03 SAMPLING AND TESTING

A. Tests of the work may be made by Owner at any time during construction of the work or during the production, fabrication, or preparation and use of materials, parts, products and equipment.

B. Owner reserves the right to require samples and to test products for compliance with pertinent requirements irrespective of prior certification of the products by the manufacturer.

C. When such tests of the work are necessary, as determined by the Engineer, such tests will be made by and at the expense of Owner unless otherwise specified. Provide such facilities and cooperate as required for collecting and forwarding samples and do not incorporate into the work until tests have been made and found acceptable. In all cases furnish the required samples without charge and in ample time to permit testing prior to use. Provide safety measures and devices to protect those who take the samples.

D. In the absence of any reference Specification it shall be understood that materials shall meet the Specifications and requirements of the American Society for Testing and Materials (ASTM), or the American Association of State Highway and Transportation Officials (AASHTO), as directed by the Engineer. When there is no pertinent coverage under ASTM or AASHTO, the material concerned shall meet Specifications and requirements of applicable Commercial Standards of the Commodity Standards Division of the U.S. Department of Commerce. Lacking such coverage, materials shall meet requirements established by reputable industry for a high-quality product of the kind involved.

E. All testing shall be performed by the testing laboratory or by the Engineer or as directed by the Engineer.

F. In the event Engineer requests tests, and the work fails, the Contractor shall bear all costs for all subsequent testing necessary to meet specified requirements.

106.04 CERTIFICATION

The Engineer in his sole discretion may in lieu of any other required sampling and testing accept from Contractor two copies of the manufacturer's certification with respect to the product involved, under conditions set forth as follows:

1. Certification shall state that the named product conforms to Owner's requirements and that representative samples thereof have been sampled and tested as specified.

2. Certification shall either be accompanied with a certified copy of test results, or certify that such test results are on file with the manufacturer and will be furnished to Engineer upon request.

3. Certification shall give the name and address of the manufacturer and the testing agency and the date of tests; and shall set forth the means of identification which will permit field determination of the product delivered to the project as being the product covered by the certification.

4. Contractor shall not be responsible for any costs of certification or for any costs of the sampling and testing of products in connection therewith.

106.05 INSPECTION BY OTHERS

Inspection of work by persons other than representatives of the Owner will not constitute inspection by Owner.

106.06 STORAGE AND PROTECTION OF ITEMS OF WORK

Store items to be incorporated into the work to assure the preservation of their quality and fitness for the work. Stored items, even though approved before storage, may be reinspected and are subject to rejection prior to being incorporated into the work. Stored items shall be located so as to facilitate their prompt inspection.

106.07 TRADE NAMES, EQUALS OR SUBSTITUTIONS

A. In order to establish a basis of quality, certain processes, types of machinery or equipment or kinds of materials may be specified either by description of process or by designating a manufacturer by name and referring to his brand or product designation or by specifying a kind of material. It is not the intent of these specifications to exclude other processes, equipment or materials of equal value, utility or merit.

B. Whenever a process is designated or a manufacturer's name, brand or item designation is given or whenever a process or material covered by patent is designated or described, it shall be understood that the words "or equal" follow such name, designation, or description, whether in fact they do so or not. This "or equal" clause is not a warrantee, either expressed or implied by Owner that an equal exists.

C. The Contractor may offer to furnish materials or equipment of equal or better quality and performance other than that specified as a substitute after the contract is executed. If the offer necessitates changes to or coordination with any other portion of the work, the data submitted shall include drawings and details showing all such changes. Contractor agrees to perform these changes as part of the substitution of material or equipment. Acceptance by the Engineer shall not relieve the Contractor from full responsibility for the efficiency, sufficiency, quality and performance of the substituted material or equipment in the same manner and degree as the material and equipment specified by name. Any cost differential associated with a substitution shall be reflected in the Contract price and the contract shall be appropriately modified by Change Order.

D. If the Bid includes a list of equipment, materials or articles for which Contractor must name the manufacturer at time of submission of the bid, no substitutions therefore will be permitted.

E. All materials or equipment of equal or better quality offered by the Contractor for substituting shall be approved by the Engineer prior to incorporation into the project.

107 LEGAL RELATIONS AND RESPONSIBILITIES

107.01 LAWS AND REGULATIONS

A. Comply with all Federal and State laws, all local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of work. Observe and comply with all such laws, ordinances, regulations, orders and decrees. Protect and indemnify Owner and his representatives against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by Contractor, his subcontractors, suppliers of materials or services, or others engaged by the Contractor, or their employees.

B. In addition to those set forth herein, the Statutes of the State of Oregon for public works contracts, Chapter 279, are incorporated by reference into the Contract.

107.02 SUBCONTRACTORS

A. After contract award and notice of Contractor/ subcontractor agreements have been submitted, work shall not be transferred or subcontracted without prior consent of Owner.

B. Use of subcontractors, material suppliers or equipment suppliers shall in no way release Contractor from any obligations of contract with Owner.

C. Contractor will provide in all subcontract agreements that the Subcontractor, material supplier and equipment supplier will be bound by the terms and conditions of this Contract to the extent that they relate to the Subcontractor's work, material or equipment. All Subcontractor's agreements will also provide that they are assignable to the Owner at Owner's option, in the event this agreement is terminated for default of Contractor.

107.03 NO WAIVER OF LEGAL RIGHTS

Owner shall not be precluded or estopped by any measurement, estimate or certificate made either before or after completion and acceptance of work or payment therefore, from showing the true amount and character of work performed and materials furnished by the Contractor, or from showing that any such measurement, estimate or certificate is untrue or incorrectly made, or that work or materials do not conform in fact to the Contract. Owner shall not be precluded or estopped, notwithstanding any such measurement, estimate or certificate, or payment in accordance therewith, from recovering from the Contractor and his Sureties such damages as it may sustain by reason of his failure to comply with terms of the Contract, or from enforcing compliance with the Contract. Neither acceptance by Owner, or by any representative or agent of the Owner, of the whole or any part of the work, nor any extension of time, nor any possession taken by Owner, nor any payment for all or any part of the project, shall operate as a waiver of any portion of the Contract or of any power herein reserved, or any right to damages herein provided. A waiver of any breach of the Contract shall not be held to be a waiver of any other breach.

107.04 OTHER CONTRACTS

A. The Owner reserves the right to award other contracts or issue permits for work that may require coordination with the work to be performed under this contract.

B. When separate contracts or permits are awarded or issued for different portions of the Project, "the Contractor" in the contract documents in each case shall be the Contractor who signs each separate contract.

C. Mutual Responsibility of Contractors - The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall properly connect and coordinate his Work with theirs.

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

E. Should the Contractor cause damage to the work or property of any separate Contractor which results in a claim against the Owner, and if the claim is not satisfied by Contractor and the separate Contractor sues the Owner or initiates an arbitration proceeding on account of any damage alleged to have been so sustained, the Owner shall notify the Contractor who shall defend if requested such proceedings at the Contractor's expense, and if any judgment or award against the Owner arises therefrom the Contractor shall pay or satisfy it and shall reimburse the Owner for all attorney's fees and court or arbitration costs which the Owner has incurred.

F. The Contractor shall be responsible for any cutting, fitting and patching that may be required to complete the Work except as otherwise specifically provided in the Contract. The Contractor shall not endanger any work of any other Contractors by cutting, excavating or otherwise altering any work and shall not cut or alter the work of any other Contractor. Any costs caused by defective or ill-timed work shall be borne by the party responsible therefore.

G. If a dispute arises between the separate Contractors as to their responsibility for cleaning up, the Owner may clean up and charge the cost thereof to the several Contractors as the Engineer shall determine to be just.

107.05 LIABILITY AND INDEMNIFICATION

The Contractor shall assume all responsibility for the work and shall bear all losses and damages directly or indirectly resulting to the Contractor, to the Owner, to the Engineer, and to their officers, agents, and employees on account of (a) the character or performance of the work, (b) unforeseen difficulties, (c) accidents, or (d) any other cause whatsoever.

The Contractor shall defend, indemnify, and hold harmless the Owner, the Design Engineer, and their officers, agents and employees from all claims, loss, damage, and injury of every kind directly or indirectly arising out of this Contract. The Contractor shall assume this responsibility even if (a) fault is the basis of the claim, and (b) any act, omission or conduct of the Owner connected with the Contract is a condition or contributory cause of the claim, loss, damage or injury.

The Contractor shall not be liable for, nor be required to defend, or indemnify the Owner or the Design Engineer relative to any claim, loss, damage, or injury resulting solely from acts or omissions by the Owner, the Design Engineer, or their officers, agents or employees. The Contractor shall not be liable for, not be required to defend, or indemnify the Owner or the Design Engineer relating to any claim loss, damage, or injury arising from the use of any maps, drawings, reports, surveys, designs, or specifications furnished by the Owner, Design Engineer, or their officers, agents, or employees. Any specific duty or liability imposed or assumed by the Contractor, as may be otherwise set forth in the Contract documents, shall not be construed as a limitation or restriction of the general liability or duty imposed upon the Contractor by this section.

The Contractor shall assume all responsibility for the work.

107.06 INSURANCE

A. General

1. The Contractor shall provide and maintain during the life of this Contract the insurance coverage designated hereafter. All costs for such insurance shall be born by the Contractor and shall be included in the contract price.

2. Prior to execution by the Owner and before commencing work under this Contract, Contractor shall furnish the Engineer with certificates of insurance specified herein showing the name of the insurance carrier, coverage, type, amount (or limits), policy numbers, effective and expiration dates, description of operations covered, and containing substantially the following cancellation provision:

"The insurance covered by this certificate will not be canceled or materially reduced, except after 30 days written notice has been received by the Owner."

3. In case of the breach of any provision of this Article, the Owner, at its option, may take out and maintain, at the expense of the Contractor, such insurance as the Owner may deem proper. The Owner may deduct the cost of such insurance from any monies which may be due or become due the Contractor under this Contract.

B. Review and Approval of Insurance

The Contractor shall not commence work under this Contract nor allow any subcontractor to commence work on a subcontract until the Contractor has obtained all the insurance required hereunder and such insurance has been approved by the Attorney. All policies or insurance and certificates of insurance shall be satisfactory to the Owner. Approval of the insurance shall not relieve or decrease the liability of the Contractor hereunder.

C. Workers' Compensation, the Federal Longshoremens' and Harborworkers' Act and the Federal Jones Act

1. The Contractor shall provide and shall require all subcontractors to provide workers' compensation coverage for all persons employed under this Contract including the Contractor's partners and any individual regardless of relation to the Contractor's partners and any individual regardless of relation to the Contractor or to the partners who provide work under this Contract. The Contractor shall be required to assure that subject workers will receive the compensation for compensable injuries provided in ORS Chapter 656 either by:

- a. a carrier-insured employer; or
- b. a self-insured employer as provided by ORS 656.407.

In addition to the statutory benefits outlined above, the Contractor and all subcontractors shall provide employers' liability insurance with limits of not less than:

\$100,000 each accident for bodily injury by accident
\$100,000 each employee for bodily injury for disease
\$500,000 policy limit for bodily injury by disease

2. Evidence of such coverage, including the guaranty or warrant period, shall be filed with the City and maintained for the duration of the Contract.

3. The Contractor shall defend, indemnify, and hold harmless, the City and the City's officers, agents, and employees against any liability that may be imposed upon them by reason of the Contractor's or subcontractor's failure to provide workers' compensation and employers liability coverage.

4. Where work under this Contract is subject to the Federal Longshoremen's and Harborworkers' Act or the Federal Jones Act, the Contractor shall provide coverage for such exposure.

D. General Liability and Automobile Liability

1. The Contractor shall provide a general liability policy that provides coverage for bodily injury including personal injury and property damage liability insurance and automobile liability insurance. Such insurance must protect the Contractor, the Owner, and their officers and employees from all things or damage which may arise out of this Contract or in connection therewith, including all operations of Subcontractors. Such insurance shall provide coverage for not less than the amounts for which public bodies are responsible as set forth in Oregon Revised Statutes Chapter 30, Tort Actions against Public Bodies, but in no event less than the following limits of liability:

\$1,000,000 each occurrence
\$1,000,000 general aggregate
\$1,000,000 product and completed operations aggregate
\$1,000,000 personal and advertising injury
\$1,000,000 combined single limit automobile liability for owned, non-owned, and hired automobiles.

The policy shall contain an endorsement that the aggregate applies separately to this Contract.

The insurance shall be written on a comprehensive form which includes broad form property damage on an occurrence basis. Unless excluded by Special Specification, the general liability policy shall include, without deductible, coverage for premises operations, explosion and collapse hazard, underground hazard, products, completed operations, contractual insurance, and independent Contractors. Such insurance shall be maintained until the expiration of the guaranty period required by the Contract.

Failure to maintain liability insurance as provided above shall, at Owner's option, be cause for immediate termination of the Contract.

2. The Contractor shall provide a letter from the insurance company which states that such insurance shall be without prejudice to coverage otherwise existing.

3. The City of Newberg, its officers, agents, and employees, shall be named additional insureds in the Contractor's General Liability Insurance policy by attaching ISO Endorsement number CG 20 09 11 85 ADDITIONAL INSURED - Owners, Lessees, or Contractors (Form A) or its equivalent.

The policy shall also provide for a Cross Liability Endorsement or Separation of Insured's Endorsement.

The policy shall be endorsed to provide an AMENDMENT - AGGREGATE LIMITS OF INSURANCE (per project) specifying that a separate aggregate limit of liability applies to this Contract.

If there are insufficient insurance proceeds and assets of the Contractor to fully indemnify the City of Newberg, its officers, employees, agents, and the Engineer, then the City, its officers, employees, and agents would be indemnified first with any remaining insurance proceeds and assets to be used to indemnify the developer's or consulting Engineer.

4. If set forth in the Special Specifications, additional insureds may be the Owner's consultant, Engineer, other governmental bodies with jurisdiction in the area involved in the project, and their officers and employees and such agents as may be specified.

E. Claims on Project

1. The Contractor, when notified of a claim by an affected party shall:
 - a. Refer claim to the Contractor's insurance carrier or claims administrator.
 - b. Contractor's insurer will copy Owner on acknowledgment of claim.
 - c. Contractor's insurer will copy Owner on notice to claimant of disposition of claim.

F. Builders Risk Insurance

During construction, Contractor shall obtain and maintain for the benefit of the parties to the Contract as their interest may appear, all-risk Builder's Risk insurance to the extent of 100 percent of the value of the project. Coverage shall also include: (1) formwork in place; (2) form lumber on site; (3) temporary structures; (4) equipment; and (5) supplies related to the work while at the site. Such insurance shall be endorsed to require thirty days' written notice to the City prior to cancellation or change of the policy.

One copy of the policy and two certificates of such insurance shall be delivered to the City before commencing work and shall be subject to review and approval by the City. The City may temporarily waive delivery of the copy of the policy. In the event Contractor fails to maintain such insurance, the City may arrange therefore; and any premium incurred shall be to the account of Contractor.

107.07 ROYALTIES AND PATENTS

Pay all royalties and license fees required to perform the Work. Defend and indemnify Owner, from all loss or damage that may result from the Contractor's wrongful or unauthorized use of any patented article or process.

107.08 PERMITS

Secure all Municipal, County, State, Federal or other permits or licenses, necessary or incident to performance of the work under this Contract. Comply with all permit requirements pertaining to the project.

107.09 COMPLIANCE WITH OREGON REVISED STATUTES CHAPTER 279 (Public Contracts)

A. Comply, and require all Subcontractors to comply with the cities public contracting requirements, the requirements of the applicable State statutes, and be subject to the applicable liabilities provided in Oregon Revised Statutes Chapter 279 (Public Contracts), such as, but not limited to, the statutes that are numbered and referenced, and incorporated herein by an abbreviated subject matter, and listed below and the statutes required to be set forth as conditions in public contracts, which follows:

LIST:

1. ORS 279.021 Award of contract; Bond; Waiver of bond in case of emergency
2. ORS 279.334 Maximum hours of labor on public contracts; holidays; exceptions.
3. ORS 279.338 Length of day's labor on public works.
4. ORS 279.350 Workers on public works to be paid not less than prevailing rate of wage.
5. ORS 279.354 Certification of rate of wage by Contractor or Subcontractor.
6. ORS 279.355 Inspection to determine whether prevailing rate of wage being paid; proceedings to require payment of prevailing rate of overtime.
7. ORS 279.356 Liability for violations.
8. ORS 279.400 Withholding of retainage.

B. The statutes required as conditions in public contracts are as follows:

1. 279.021 – Preferences; Foreign Contractor

a. The public contracting agency shall prefer goods or services that have been manufactured or produced in their State if price, fitness, availability, and quality are otherwise equal.

b. Where a public contract is awarded to a foreign Contractor and the contract price exceeds \$10,000, the Contractor shall promptly report to the Oregon Department of Revenue on forms to be provided by the Department of Revenue the total contract price, terms of payment, length of contract and such other information as the Department of Revenue may require before final payment can be received on the public contract. The public contracting agency shall satisfy itself that the requirement of this subsection has been complied with before it issues a final payment on a public contract.

For purposes of this subsection, a foreign Contractor is one who is not domiciled in or registered to do business in the State of Oregon.

2. 279.029 – Conditions of award of contract regarding resident bidder.

a. In determining the lowest responsible bidder, a public contracting agency shall, for the purpose of awarding the contract, add a percent increase on the bid of a nonresident bidder equal to the percent, if any, of the preference given to that bidder in the state in which the bidder resides.

b. Resident bidder means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid whether the bidder is a "resident bidder" pursuant to this subsection.

3. 279.312 – Conditions of public contracts concerning payment of laborers and material men, contributions to Industrial Accident Fund, liens and withholding taxes. The Contractor shall:

a. Make payment promptly, as due, to all persons supplying to such Contractor labor material for the prosecution of the work provided for in such contract.

b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the contract.

c. Not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.

d. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

4. 279.314 – Condition concerning payment of claims by public officers.

a. If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with the public contract as such claim becomes due, the proper officer or officers representing the state, county, school district, municipality, municipal corporation or subdivision thereof, as the case may be, may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of such contract.

b. The payment of a claim in the manner authorized in this section shall not relieve the Contractor or the Contractor's surety from obligation with respect to any unpaid claims.

5. 279.316 – Condition concerning hours of labor. No person shall be employed for more than eight hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases the laborer shall be paid at least time and a half pay for all overtime in excess of eight hours a day and for work performed on Saturday and on any legal holiday specified in ORS 279.334.

6. 279.318 – Provisions relating to environmental and natural resources laws and rules; change orders. A public contract for a public improvement shall make specific reference to federal, state and local agencies that have enacted ordinances or regulations dealing with the prevention of environmental pollution and the preservation of natural resources that affect the performance of the contract. If the successful bidder is delayed or must undertake additional work by reason of existing regulations or ordinances of agencies not cited in the public contract or due to the enactment of new or the amendment of existing statutes, ordinances or regulations relating to the prevention of environmental pollution and the preservation of natural resources occurring after the submission of the successful bid, the awarding agency shall grant a time extension and issue a change order setting forth the additional work that must be undertaken. The change order shall not invalidate the contract and there shall be, in addition to a reasonable extension of the contract time, a reasonable adjustment in the contract price to compensate the successful bidder for all costs and expenses incurred, including overhead and profits, as a result of such delay or additional work.

7. 279.320 – Condition concerning payment for medical care and attention to employees. The Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the 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.

8. 279.352 – Provision in Contract for minimum rate of wage. The existing prevailing rate of wage that may be paid to workers in each trade or occupation under this Contract is contained in the Special Specifications. Such workers shall be paid not less than such specified minimum hourly rate of wage.

107.10 LABOR

Upon notification in writing from the Engineer, remove immediately from the job for its duration any laborer, workman, mechanic, foreman, superintendent, or other person employed who is found to be incompetent, intemperate, troublesome, disorderly or otherwise objectionable, or who fails or refuses to perform his work properly or acceptably.

Comply with provisions of Owner's Equal Opportunity Policy and to Chapter 659, Oregon Revised Statutes relative to unlawful employment practices and discrimination by employers against any employee or applicant for employment because of race, religion, color, sex, or national origin. Particular reference is made to ORS 659.030, which states that it is unlawful employment practice for any employer, because of the race, religion, color, sex, or national origin of any individual, to refuse to hire or employ or to bar or discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment.

107.11 OVERTIME

A. In addition to the requirement set forth in Specification 107.09 (ORS 279.316), Contractor shall notify the Engineer of any overtime operations as soon as possible. The Contractor must provide documentation to the Engineer's satisfaction justifying the overtime work.

B. In the event that the Contractor wishes to proceed with an overtime operation, the Contractor must first notify and obtain approval from the Engineer to do so, prior to commencing such work.

C. For overtime work requested by the Contractor, the Contractor shall pay the applicable wage rate for the Engineer's Inspector, engineering and operations personnel, and other staff required at the project during the overtime hours.

D. This section does not apply to labor performed in the manufacture or fabrication of any material ordered by the Contractor or manufactured or fabricated in any plant or place other than the place where the main Contract is to be performed.

107.12 SAFETY

A. Employee Safety:

The Contractor shall at all times be responsible for the safety of his employees and his subcontractor's employees. The Contractor shall maintain the job site and perform the work in a manner which meets the Owner's responsibility under statutory and common law for the provision of a safe place to work and which complies with the Owner's written safety regulations, if any.

Conduct the project with proper regard for the safety and convenience of the public. When the project involves use of public ways, provide necessary flag persons and install and maintain means of reasonable access to all fire hydrants, service stations, warehouses, stores, houses, garages and other property. Private residential driveways shall be closed only with approval of the Engineer or specific permission of the property owner. Do not interfere with normal operation of public transit vehicles unless otherwise authorized. Do not obstruct or interfere with travel over any public street or sidewalk without approval. At all times provide open trenches and excavations with secured and adequate barricades or fences of an approved type which can be seen from a reasonable distance. Close up or plate all open excavations at the end of each business day in all street areas unless approved otherwise by the Engineer and in all other areas when it is reasonably required for public safety or as directed by the Engineer. At night, mark all open work and obstructions by lights. Install and maintain all necessary signs, lights, flares, barricades, railings, runways, stairs, bridges and facilities. Observe all safety instructions received from the Engineer or governmental authorities, but following of such instructions shall not relieve Contractor from its responsibility or liability for accidents to workmen or damage or injury to person or property.

B. Public Safety and Convenience:

The Contractor shall at all times conduct his work so as to insure the least possible obstruction to traffic and convenience to the general public and residents in the vicinity of the work and to insure the protection of persons and property. No road or street shall be closed to the public except with the permission of the Engineer and proper governmental authority. Fire hydrants on or adjacent to the work shall be kept accessible to fire fighting equipment at all times. Temporary provisions shall be made by the Contractor to insure the use of sidewalks, private and public driveways and proper functioning of all gutters, sewer inlets, drainage ditches and culverts, irrigation ditches and natural water courses. The Contractor shall minimize inconvenience to others due to mud and dust.

C. Safety Program:

The Contractor shall adopt a written safety program complying with the requirements of employee and public safety set forth hereinabove. The Safety Program shall also comply with O.A.R. Chapter 437, Division 3, Rules 1926.20 through 1926.32 regarding general safety and health provisions.

107.13 RIGHTS-OF-WAY, EASEMENTS, AND PREMISES

A. Confine construction activities within property lines, right-of-way, limits of easements and limits of construction permits as shown or specified in the Contract Documents unless arrangements are made with owner(s) of adjacent private property. If additional space or property is needed to accommodate Contractor's method for construction of the Work or for the convenience of the Contractor, Contractor shall bear all related costs and responsibilities. Prior to the use of any private property outside the specified boundaries, file with the Engineer written permission from the property owner(s).

B. Do not unreasonably encumber the specified work areas with materials and equipment. Obtain and bear the costs of permits for special occupancy and use of the specified work areas from the proper agencies. Comply with all requirements regarding signs, advertisements, fires and smoking.

107.14 TWO (2) YEAR MAINTENANCE AND WARRANTY

A. In addition to and not in lieu of any other warranties required under the Contract make all necessary repairs and replacements to remedy, in a manner satisfactory to the Engineer and at no cost to Owner, any and all defects, breaks, or failures of the Work occurring within two (2) years following the date of completion due to faulty or inadequate materials or workmanship. Repair damage or disturbances to other improvements under, within, or adjacent to the Work, whether or not caused by settling, washing, or slipping, when such damage or disturbance is caused, in whole or in part, from activities of the Contractor in performing his duties and obligations under this Contract when such defects or damage occur within the warranty period. The two-year maintenance period required shall, with relation to such required repair, be extended two years from the date of completion of such repair.

B. If Contractor, after written notice, fails within ten (10) days to proceed to comply with the terms of this section, Owner may have the defects corrected, and Contractor and Contractor's Surety shall be liable for all expense incurred. In case of an emergency where, in the opinion of the Engineer, delay would cause serious loss or damage, repairs may be made without notice being given to Contractor and Contractor or Surety shall pay the cost of repairs. Failure of the Engineer to act in case of an emergency shall not relieve Contractor or Surety from liability and payment of all such costs.

108 PROSECUTION AND PROGRESS OF WORK

108.01 CONTRACTOR'S CONSTRUCTION SCHEDULE

Within thirty (30) days of Contract award or one (1) week in advance of starting work, whichever is earlier, SUBMIT FOR WRITTEN APPROVAL a proposed construction schedule to the Engineer. Contractor may not commence work until construction schedule is approved by the Engineer.

If it is desirable to carry on operations in more than one location simultaneously, submit a schedule for each location at least one (1) week in advance of beginning such operations. In the event that the Contractor's proposed construction schedule does not meet the necessary construction program schedule as determined by Owner, immediately resubmit a schedule that conforms as approved. Contractor shall not commence work until schedule is approved by the Engineer.

The schedule shall show the proposed order of work and indicate the time required for completion of the major items of work. This working schedule shall take into account the passage and handling of traffic with the least practicable interference therewith and the orderly, timely and efficient prosecution of work. It will also be used as an indication of the sequence of the major construction operations and as a check on the progress of work.

108.02 PRECONSTRUCTION CONFERENCE

Attend a preconstruction conference, if requested, at a time, prior to start of work, designated by the Engineer. Comply with information and instructions provided at the preconstruction conference as recorded in the minutes of the meeting.

108.03 NOTICE TO PROCEED

A. Unless stated otherwise in the Special Specifications, written Notice to Proceed will be given by the Engineer within thirty (30) days after the Performance and Payment Bond and all required insurances have been filed with and approved by the Owner and the Contract has been executed. Do not commence work under the Contract until such written notice has been given.

B. Notice to proceed may be delayed up to an additional thirty (30) days (for a total of sixty (60) days) from date of Contract by Engineer if, in the Engineer's opinion, necessary easements or permits have not been obtained, or required utility relocation, construction, or reconstruction has not been completed or has not progressed to a degree that will allow initial contract work to commence.

C. Commence work within five (5) business days after the date of the Notice to Proceed, or such other date as may be fixed by the Notice to Proceed, which date shall establish the date for commencement of the Contract time. Notify Engineer forty-eight (48) hours in advance of the time and place work will be started.

108.04 CONTRACT TIME

A. Time shall be considered the essence of the Contract.

B. Upon commencement of work, Contractor shall provide adequate labor, materials, and equipment, and work shall be performed vigorously and continuously in accordance with a schedule which will ensure completion within the specified time limit. Failure to diligently pursue the work may jeopardize additional contract time.

108.05 SUSPENSION OF WORK

A. If the work is suspended for convenience: Temporarily suspend work on the Project wholly or in part for convenience of Owner as directed by the Engineer. In the event of such suspension, Engineer shall, except in emergency, and except as hereinafter provided, give Contractor three (3) days notice. Work shall be resumed within five (5) days after notice has been given by Engineer to Contractor to do so. Engineer shall allow Contractor an extension of time for completion corresponding to the total period of temporary suspension, and shall reimburse Contractor for necessary rental of unused equipment, services of watch persons, and other unavoidable expenses accruing by reason of the suspension, as stipulated in Section 108.05 (E), Delays and Extensions of Time.

B. If work is suspended by the Engineer: Immediately suspend work on the project, wholly or in part, as directed by the Engineer, for reasonable periods of time as the Engineer may deem necessary, when conditions are unsuitable for satisfactory performance of the work. The Owner shall allow the Contractor an extension of time for completion corresponding to the total period of suspension, but the Contractor shall not be entitled to reimbursement for any costs or damages arising under this clause.

C. If work is suspended for cause: Immediately suspend work on the Project wholly or in part as directed by the Engineer for such periods as the Engineer may deem necessary due to: (1) failure to correct unsafe conditions for working personnel, the general public, or Owner's employees, (2) failure to immediately correct defective and unacceptable work in accordance with Subsection 105.15, (3) failure to carry out provisions of the Contract Documents, and (4) failure to carry out orders or directives.

D. Voluntary suspension by Contractor: There shall be no voluntary suspension or slowing of operations without the prior written approval of the Engineer and such approval shall not relieve Contractor from the responsibility to complete the Contract work within the prescribed Contract time. Should operations be discontinued, Contractor shall notify, in writing, the Engineer at least twenty-four (24) hours in advance of resuming operations.

E. Responsibilities of Contractor:

1. At the commencement of and during any suspension of Work, protect all work performed to prevent any damage or deterioration of the Work. Provide temporary protection devices to warn, safeguard, protect, guide and inform traffic during suspension, the same as though the work had been continuous and without interferences.

2. Bear all costs for providing suitable provisions for traffic control and for maintenance and protection of the work during suspension unless the suspension was for convenience.

F. In all cases of suspension, except voluntary suspension by Contractor, work will be resumed only upon written order of the Engineer or Owner.

108.06 DELAYS AND EXTENSIONS OF TIME

A. If the Contractor is significantly delayed due to court orders enjoining the prosecution of this Project, unavoidable strikes, Acts of God, unusual and extraordinary action of the elements that are of such severity to stop all progress of the work, or act or neglect of Owner not authorized by the Contract, the Contractor shall, within forty-eight (48) hours of the start of the occurrence, give notice to the Engineer of the cause of the potential delay and estimate the possible time extension involved. Within ten (10) days after the cause of the delay has been remedied the Contractor shall give notice to the Engineer of any actual time extension requested as a result of the aforementioned occurrence in accordance with Section 109.05 Claims and Notice.

B. No extension of time will be considered for weather conditions normal to the area and time of year in which the work is being performed. Delays in delivery of equipment or material purchased by the Contractor or his Subcontractors (including Owner-selected equipment) shall not be considered as a just cause for delay, when timely ordering would have made the equipment available. The Contractor shall be fully responsible for the timely ordering, scheduling, expediting, delivery, and installation of all equipment and materials. Extensions of time will be considered for delayed delivery of Owner specified equipment "without equal".

C. Within a reasonable period after the Contractor submits to the Engineer a written request for an extension of time the Engineer will make the decision on each request, for City Manager approval.

D. An adjustment of Contract time as herein provided shall be the Contractor's sole remedy for any delay in completion of the project arising from causes beyond the control of the Contractor, except for unreasonable delay caused by acts or omissions of the Owner or persons acting therefor. In no event shall the Contractor be entitled to collect or recover any damages, loss or expense incurred by reason of such delay, except for an unreasonable delay caused by acts or omissions of the Owner or persons acting therefor. However, if Contractor is delayed due solely to a breach by Owner, Contractor will be entitled to recover damages limited to reimbursement for necessary rental of unused equipment, services of watch persons, documented direct overhead costs, documented direct unavoidable expenses accruing by reason of the suspension, plus fifteen percent (15%) of the foregoing damages to cover normal Contractor profit. Contractor shall not be entitled to indirect costs or any other damages arising out of the delay, including but not limited to, interruption of schedules, or any other impact claim or ripple effect. If a delay is caused by Owner and Contractor (joint delay), Contractor shall be entitled to a time extension only, by reason of such joint delay.

108.07 LIQUIDATED DAMAGES

A. Time shall be considered the essence of the Contract. If Contractor fails to complete the project or to deliver the supplies or perform the services within the time specified in the Contract or any extension thereof by Owner, the actual damage to Owner for the delay will be substantial but will be difficult or impractical to determine.

B. It is therefore agreed that Contractor will pay to Owner, not as a penalty but as liquidated damages, the per diem amount, as set forth in the following given Schedule of Liquidated Damages or modification thereof as given in the Special Provisions for each and every calendar day elapsed in excess of the Contract time or the final adjusted Contract time applicable to the work required under the Contract.

SCHEDULE OF LIQUIDATED DAMAGES

Original Amount of Contract		Per Diem Amount of Liquidated Damages	
For More Than	To and Including	Calendar Day*	Business Day
\$ 0	\$ 25,000	\$ 40	\$ 55
25,000	50,000	65	85
50,000	100,000	110	150
100,000	500,000	150	210
500,000	1,000,000	225	315
1,000,000	2,000,000	300	420
2,000,000	5,000,000	450	630

* Calendar day amounts are applicable when the contract time is expressed on the calendar day, calendar workday or fixed date basis.

C. Permitting Contractor to continue and finish the work or any part thereof after the Contract time or adjusted Contract time, as pertinent, has expired shall in no way operate as a waiver on the part of Owner or any of its rights under the Contract.

D. Payment of liquidated damages shall not release Contractor from obligations in respect to the fulfillment of the entire Contract, nor shall the payment of such liquidated damages constitute a waiver of Owner's right to collect any additional damages which may be sustained by failure of Contractor to carry out the terms of the Contract, it being the intent of the parties that said liquidated damages be full and complete payment only for failure of Contractor to complete the work on time.

108.08 CONTRACTOR'S REPRESENTATIVE

Designate, in writing before starting work, an authorized representative who shall have complete authority to represent and to act for Contractor, in all directions given by the Engineer. Contractor, or its authorized representative shall supervise the work, and shall be present on site continually during its progress.

If Contractor or its authorized representative is not present, directions may be given by Engineer or his authorized representative to the workmen and such order shall be received and followed. Any direction will be confirmed in writing upon request from the Contractor.

Keep a complete copy of the Plans and Specifications on or near the site at all time.

108.09 CONFLICTS, ERRORS, OMISSIONS, AND ADDITIONAL DRAWINGS

Check and compare all Plans and Specifications prior to construction and notify Engineer of any discrepancies or omissions in order to permit correction by Engineer. Coordination of Plans and Specifications is intended. Furnish labor and materials as required for the work. Should any work or materials be reasonably required or intended for carrying the project to completion which are omitted on the Plans and Specifications, furnish same as fully as if particularly delineated or described. The intent of the Plans and Specifications is to show and describe a complete project within the limits stated. Dimensions shown on Plans shall be followed, rather than scale measurements. Whenever it appears that the Plans are not sufficiently detailed or explicit, the Engineer may furnish additional detail drawings or written instructions and Contractor shall perform the work in accordance with the additional details or instructions.

108.10 OWNER'S RIGHT TO DO WORK

Failure or refusal to comply with any of the terms or conditions of the Contract will permit Owner to supply or correct any deficiency or defect or take other appropriate action without prejudice to any other remedy. Such action by Owner shall be taken only after seven (7) days notice by Engineer to Contractor and his Surety, unless in the judgment of the Engineer an emergency or danger to the work or to the public exists, in which event action of Owner as set forth above may be taken without any notice whatsoever. The cost of such action by Owner shall be deducted from the payment then or thereafter due Contractor. Pay Owner any costs in excess of such payment due.

108.11 TERMINATION FOR DEFAULT

A. If the 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 the Engineer, or otherwise be in violation of any provision of the Contract, the Owner may, without prejudice to any other right or remedy and after giving the Contractor and its Surety seven (7) days written notice, terminate the services of the 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 the Contractor has received partial payment and finish the work by whatever method it may deem expedient.

B. In the event action as above indicated is taken by the Owner, the Contractor, or its Surety, shall provide the Engineer 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 the Contractor has received any progress payment. Upon termination, in the event that the Surety does not complete the Contract, at the election of the Owner, Contractor shall assign any and all subcontractors and material contracts to Owner or Owner's designee. Further, the 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 the Engineer of the total amount the 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 the Contractor, which difference will hereinafter be called the "unpaid balance," exceeds the expense incurred by the Owner in completing the work, including expense for additional managerial and administrative services, such excess will be paid to the Contractor, with the consent of the Surety. If, instead, the expense incurred by the Owner exceeds the unpaid balance, the amount of the excess shall be paid to the Owner by the Contractor or his Surety. The expense incurred by the Owner as herein provided, and the damage incurred through the Contractor's default, shall be as determined and certified by the Engineer.

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

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

E. None of the foregoing provisions shall be construed to require Owner to complete the work, not 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.

108.12 TERMINATION IN THE PUBLIC INTEREST

A. It is hereby agreed that the Owner has the right to terminate the Contract in whole or in part when it is considered to be in the public interest.

B. In the event the Contract is terminated as being in the public interest the Contractor shall be entitled to a reasonable amount of compensation for preparatory work and for all costs and expenses arising out of the termination excluding lost profits.

The amount to be paid to the Contractor:

1. Shall be determined on the basis of the contract price in the case of any fully completed separate item or portion of the work for which there is a separate or unit contract price; and

2. In respect to any other work, the Contractor will be paid a percent of the Contract price equal to the percentage of the work completed.

109 MEASUREMENT AND PAYMENT

109.01 MEASUREMENT OF QUANTITIES

A. Payments shall be based on measurements of completed work in accordance with the United States Standard Measures, and as set forth in the applicable divisions of these specifications.

B. Volume of materials measured in the vehicles by which they are transported will require computing of the volume of the vehicles to the nearest 0.1 cubic yard for its approved capacity, and identification of the vehicle and its capacity. Pay quantities will be determined by vehicle measurement at point of delivery with no allowance for settlement of material during transit.

Loads shall be level and uniform. Payment will not be made for material in excess of the approved capacity of the vehicle and deductions will be made for loads below approved capacity.

C. Volume of concrete and masonry in structures will be measured according to neat lines as shown on the Plans or as altered on order of the Engineer.

D. Volume of earthwork, particularly excavation and embankment, will be computed by the average end area method or by other methods of equivalent accuracy.

E. Weight—When payment for materials other than bituminous cements is on a weight basis and unless otherwise set forth in the specification under which material is to be furnished, pay quantities will be determined by weighing material on weigh scales provided by the Contractor as set forth hereinafter. Such weighing is to be of material in the hauling vehicle as loaded for delivery. Determination of tare weights and weight of loaded vehicles will be to the nearest ten (10) pounds. Tare weights will be determined by weighing empty vehicles at intervals of such frequency as the Engineer deems necessary to ensure accuracy of pay load weights.

F. Scales — When the Contract calls for materials which are to be measured by weighing on scales, provide suitable scales and transport materials to scales at no expense to the Owner. Before use of scales is commenced, and as frequently as the Engineer may deem necessary to ensure accuracy, have the scales examined by an official of the State's Sealer of Weights and Measures, and bear all resulting costs. Maintain the scales in accurate condition at all times.

G. Furnish and so locate scales that the amount of hauling involved in the delivering of materials is no greater than if no weighing were required; if not, bear expense of whatever extra hauling is required. If hauling of materials is to be paid for as a separate pay item, the distance shall be via the most direct practicable route and no allowance will be made for any extra hauling required to reach the scales.

H. If material is weighed on public scales, a representative of the Owner may be present at all times to witness the weighing and to check and compile records of scale weights.

109.02 SCOPE OF PAYMENT

A. Quantities listed in the Bid do not govern final payment. Payments to the Contractor will be made only for actual quantities of Contract items performed in accordance with terms of the Contract and for items of work actually performed under Change Orders.

B. The Contractor shall accept the compensation, as herein provided, in full payment for furnishing all materials, labor, tools and equipment necessary to the completed work and for performing all work contemplated and embraced under the Contract; also for loss or damage arising from the nature of the work, or from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the work until the final acceptance by the Owner.

109.03 COMPENSATION FOR ALTERATION OF CONTRACT

A. Unless changes and alterations in the Plans, or quantities, or details of construction materially change the character of the work to be performed or the unit costs thereof, the Contractor shall accept as payment in full, so far as Contract items are concerned, payment at the same unit prices as are provided under the Contract for the accepted quantities of work done. If the Contract is done on a lump sum basis, the adjustment for increases or decreases may be based, at the sole discretion of the Engineer, on a theoretical unit price. This price will be determined by dividing the Contractor's applicable breakdown category price (as listed in the Special Specifications or as set forth in the Bid) by the estimated quantities of all units of work within the applicable breakdown category.

B. If either (1) the total project (total bid) cost of the work, using original bid quantities and unit prices, or (2) the total quantity of any major contract item, using original bid quantities changes more than 25 percent, then that part of the increase or decrease exceeding 25 percent shall be adjusted as the parties agree. A major bid item is any contract item, except lump sum items, having an original contract value greater than 10 percent of the total amount of the contract. If the parties cannot agree, the Engineer will determine the equitable adjustment of time, payment, or both. The basis of the equitable adjustment of time will be in accordance with Subsection 108.06. The basis of the equitable cost adjustment for decreases will take into account a redistribution of fixed costs. The basis of the equitable cost adjustment for increases will be by using one of the following methods:

1. Unit contract prices.
2. Other means of establishing costs.
3. Force account.

C. The Contractor shall obtain written consent of the surety or sureties if: (1) changed work increases the total cost by more than 25 percent of the original total contract, or (2) the Engineer requests such consent. The City will not adjust for increases or decreases if the City has entered the amount for the item in the proposal only to provide a common basis for bidders. The Contractor shall bear all costs that result from increased or decreased in such common-bid-basis amounts.

109.04 PAYMENT FOR CHANGE ORDERS

A. Payment or credit for any alterations covered by a Change Order shall be determined by one or a combination of the methods set forth in 1, 2, 3, or 4 below:

1. **METHOD 1. UNIT PRICES:** If applicable, those unit prices stipulated in the Proposal, or unit prices negotiated and mutually acceptable to the Contractor and Owner.

2. **METHOD 2. LUMP SUM.** A total sum for the work negotiated and mutually acceptable to the Contractor and Owner.

3. **METHOD 3. FORCE ACCOUNT WORK**

a. The Contractor shall perform work on a force account basis upon written notice from the Engineer. Payment will be made as set forth herein.

b. The Contractor must maintain records in such a manner as to provide a clear distinction between direct cost of work performed on force account basis and costs of all other operations performed in connection with the Contract.

c. Daily, furnish to Engineer signed reports itemizing materials used and setting forth the cost of labor and charges for equipment rental, delineating whether said equipment is Contractor or Subcontractor owned. Provide names, identifications, and classifications of workmen, the hourly rate of pay and hours worked, and the size, type and identification number of equipment and hours of equipment operation.

d. Substantiate material charges by vendor's invoices, submit such invoices with the reports; or, if not available, submit with subsequent reports. In the event said vendor's invoices are not submitted within forty-five (45) days after completion of the force account work Owner reserves the right to establish the cost of such materials.

e. When work is ordered to be paid for on a force account basis, such work will be paid for on the basis of cost, plus a negotiated percentage allowance, not to exceed the maximum set forth herein.

f. Items of cost for which payment will be made and to which payment will be restricted, together with the maximum percentage allowance applicable to the respective items, are as follows:

Items of Cost for Which Payments Will Be Made	Maximum Percentage Additional Allowance To Actual Costs
Labor, while engaged directly on force account work	20
Materials and supplies used on force account work	15
Rental on equipment having a value in excess of \$300	*
* No additional percentage except as follows:	

g. Payment for labor used in the work will be computed at the rates actually paid by Contractor, but not to exceed prevailing straight time rates established by the Oregon Department of Labor, plus allowable allowance set forth above. Time allowed shall be the number of hours worked directly on force account operations. The employers cost for accident and unemployment compensation premiums, labor insurance cost, public liability and property damage cost and fringe benefits will be included in the direct labor cost item before applying the additional allowance. Written approval is required from the City for any overtime work on force account operations prior to any such work. Any overtime worked on force account operations will be compensated at the straight time rates unless previous approval was obtained from the Engineer.

h. Payment for materials and supplies used on force account work must be supported by paid invoices. Contractor and Subcontractors shall take advantage of all practicable discounts on bills for materials and supplies, and such discounts shall be reflected on all bills and invoices submitted to the Owner for payment. Freight will be considered to be part of the cost of materials and supplies and will be paid for as materials and supplies. Materials and supplies will be paid for as agreed in writing prior to their production or use. If there is no price agreement, the Engineer shall establish a reasonable price for such materials and supplies.

i. For the use of the Contractor's equipment, the Contractor will be paid at the monthly rental rates and the hourly operating costs set forth in the current edition of the "Rental Rate Blue Book for Construction Equipment" and the "Rental Rate Blue Book for Older Construction Equipment" which are published by the Equipment Guidebook Company, 2800 W. Bayshore Road, Palo Alto, California 94303. Reference copies of the above publications are on file at the Oregon State Highway Division Region Engineer, and the area offices of the Associated General Contractors of America. While using the Blue Book to determine allowable rental rates for equipment the hourly rate will be calculated by using the monthly rate as set forth in the book divided by one hundred seventy-six (176) hours. The rental rates will be the total compensation for all costs including fuel, supplies, repairs and renewals. No further allowance will be made for these items. For the use of equipment not listed in said documents, the rental rates shall be as agreed to in writing between the Contractor and the Engineer prior to use of said unlisted equipment. If there is no prior agreement, the Engineer shall establish a reasonable price for such equipment.

j. Time allowed for Contractor's equipment shall be only the number of hours that the equipment actually operated directly on force account work.

k. Compensation on equipment not owned by the Contractor will not exceed the rates actually paid by the Contractor and must be supported with an invoice that represents an arms length transaction. The Contractor and the Engineer will agree on the equipment to be used and the appropriate rental rates before using said equipment on force account work. If prior approval is not obtained, the Engineer will establish the rates by either comparing the available equipment and using the applicable rate for the least expensive equipment that will accomplish the work or utilizing the applicable Blue Book rates as established above. Rental cost for equipment not owned by the Contractor will be established so as to minimize the cost to the City. The Hourly rate will be used unless the accumulated cost using the hourly rate exceeds the accumulated cost using the daily rate. The daily rate will be used unless the accumulated cost using the daily rate exceeds the accumulated cost using the weekly rate. This system will be expanded to utilize monthly or yearly rates as appropriate. These rental rates will be considered total compensation for all costs, including move-in, move-out, fuel, supplies, repairs, and renewals. No further allowance will be made for these items without specific approval of the Engineer before the work is commenced. Payment for rental on equipment not owned by the Contractor shall be at the rental costs so determined, plus a negotiated percentage not to exceed the allowance for materials and supplies.

l. Individual pieces of equipment, having a value of \$350 or less, will be considered to be tools or small equipment, and no rental will be allowed on such, unless not normally on work site and must be rented from others. Then (k) will apply.

m. No standby charges will be considered as a compensable part of any force account work. When a piece of equipment and operators thereof are hired, rented, or furnished as a unit, (Owner/Operator), the additional percentage to be allowed shall be five (5) percent and Contractor shall not be entitled to twenty (20) percent on the time of operators of such equipment. Neither shall Contractor be entitled to payment for contributions made under terms of the Worker's Compensation Act, Unemployment Compensation Act, or Social Security Act or any other benefits to cover the time of these operators.

n. The percentage allowances made to Contractor in accordance with terms outlined herein will be full reimbursement and compensation for all superintendence, use of tools and small equipment, overhead expense, bond costs, record keeping expense, insurance premiums, profits, indirect costs, and all other items of cost not specifically designated herein as items for which payment is to be made, whether or not the services, costs and other items involved are furnished or incurred by Contractor or Subcontractor.

o. When work is performed on a force account basis by a Subcontractor, the Contractor will be allowed a supplemental markup of five percent (5%) on amount charged by Subcontractor, provided however, Owner will pay no more than a reasonable amount for work performed by a Subcontractor.

4. METHOD 4. PAYMENT DETERMINED BY ENGINEER

A. In case no other basis can be agreed upon, and the Engineer has not directed the work to be paid for on a force account basis, then an allowance may be made, either for or against the Contractor, in such amount as the Engineer may determine to be fair and equitable.

B. The Owner's request for quotations on alterations to the work shall not be considered authorization to proceed with the work prior to the issuance of a formal Change Order, nor shall such request justify any delay in existing work. Lump sum quotations for alterations to the work shall include substantiating documentation with an itemized breakdown of Contractor and Subcontractor costs, including labor, material, rentals and approved services, overhead, and profit calculated as specified under Method "3" above.

C. In Methods "1" and "2" above, Contractor's quotations for Change Orders shall be in writing and firm for a period of thirty (30) days. Any compensation paid in conjunction with the terms of a Change Order shall comprise total compensation due the Contractor for the work or alteration defined in the Change Order. By signing the Change Order, the Contractor acknowledges that the stipulated compensation includes payment for the work or alteration plus all payment for the interruption of schedules, extended overhead, delay or any other impact claim or ripple effect, and by such signing specifically waives any reservation or claim for additional compensation or time in respect to the subject of the Change Order.

109.05 CLAIMS AND NOTICE

A. No claim shall be made by the Contractor for any loss of anticipated profits because of any alterations or changes made pursuant to the provisions of Subsections 104.04 and 109.04, nor by reason of any variation between the approximate quantities and the quantities of work as done. No allowance except as provided in Subsection 104.04 will be made for any increased expense, loss of expected reimbursement or loss of anticipated profits suffered or claimed by the Contractor resulting directly from such alterations or changes or resulting indirectly from unbalanced allocation among the Contract items of overhead expense on the part of the Contractor as a Bidder and subsequent loss of expected reimbursements therefor or from any other cause.

B. In any case where the Contractor claims that it is entitled to or will be entitled to additional compensation and/or additional Contract time or if the Contractor considers any interpretation or order by the Engineer to be a breach of Contract, Contractor shall immediately notify the Engineer, in writing, of its intention to make claim before beginning the work or conforming to the interpretation on which the claim is based. Contractor's written notification shall be a written statement describing (1) the act of omission or commission by the Owner or its agent that allegedly caused damage to the Contractor, (2) the nature of the claimed damage, (3) the clauses of the Contract or general legal principles upon which the claim is based, (4) the factual occurrences upon which the Contractor bases the claim. Submission of notice of claim as specified shall be mandatory, and failure to comply shall be a conclusive waiver to such claim for damages by the Contractor. Oral notice or statement will not be sufficient nor will notice or statement after the event since it tends to hinder, if not prevent, the Owner's investigation of the pertinent facts. After said written notification (if the claim is not resolved or withdrawn in writing) and only upon written direction by the Engineer proceed without delay to perform the work pursuant to the decision of the Engineer. While the work on an unresolved claim is being performed Contractor shall keep track of costs and maintain records in the manner set forth in Section 109.04 A 3 FORCE ACCOUNT WORK, at no cost to Owner. Such notice by the Contractor and the fact that Contractor and Engineer are keeping track of costs and maintaining records as required by Section 109.04 A 3 FORCE ACCOUNT WORK shall not in any way be construed as proving the validity of the claim nor the costs thereof.

C. A fully documented claims package shall be submitted in writing to the Engineer within forty-five (45) days after completion of the work upon which the claim is based.

D. Each claim submitted shall include substantiating documentation with an itemized breakdown of Contractor and Subcontractor's costs on a daily basis which shall include, but not be limited to labor, material, equipment, supplies, services, overhead, and profit. All documentation that Contractor believes is relevant to the claim shall be provided in said claim package including without limitation, payroll records, purchase orders, quotations, invoices, estimates, profit and loss statements, daily logs, ledgers, and journals. Failure to submit the claim package in full compliance with this requirement, and/or maintain cost records as herein required, will constitute a waiver of the claim.

E. The requirements of this Subsection 109.05 shall apply to claims for additional or extra compensation or time arising from any situation which may occur except for claims of error in the final estimate as provided in Subsection 109.08.

F. Provided the claim or claims have been submitted in accordance with the requirements of this Subsection 109.05, the Engineer will, as soon as possible, consider and investigate the claim or claims of the Contractor for additional compensation. The Engineer will promptly advise the Contractor of the decision to accept or reject the claim or claims, in full or in part.

G. The Contractor shall commence any suit or action to collect or enforce any claim filed in accordance with this Subsection 109.05 within a period of one year following the mailing of the Engineer's full or partial denial. If said suit is not commenced in said one year period, the Contractor expressly waives any and all claims for additional compensation and any and all causes of suit for the enforcement thereof that he might have had.

109.06 OWNER'S RIGHT TO ACCESS TO CONTRACTOR'S RECORDS

A. In the event that Contractor makes a claim under Subsection 109.05 or performs work under 109.04 A 3 the Owner or its designated representative shall have access and a right (at any time) to inspect, audit and copy Contractor's books, records, documents, diaries, and logs and other evidence (hereinafter referred to as records) pertinent to performance and payment of this Contract and amendments, change orders and any claims made in relation to the Contract. If an audit is conducted, it shall be in accordance with generally accepted auditing standards.

B. The Contractor will make its records available within the boundaries of the City of Newberg, Oregon, or pay all additional costs for travel and per diem or other additional expenses incurred by Owner in examining, auditing, inspecting and copying Contractor's records, by reason of said records not being available within said boundaries.

C. Contractor agrees to the disclosure of all records and to their admission as evidence in any proceeding, between the parties, involving a claim or force account work as set forth in Subsections 109.05 and 109.04(3).

D. In the event that Contractor's records establish a discrepancy, favorable to Owner, in the representations Contractor has made to Owner involving claims or force account work, Contractor shall bear all costs incurred by Owner in conducting the audit and inspection provided herein.

E. All costs referenced in subparagraphs B. and D. may be withheld and/or deducted from any sum due or that becomes due Contractor.

109.07 PROGRESS PAYMENTS AND RETAINAGE

A. Payment for all work under the Contract will be made at the price or prices bid, and those prices shall include full compensation for all incidental work.

B. If the Contract is for a public work and the Contract price is \$25,000 or more, supply and file, and require every Subcontractor to supply and file, with the Owner and the with the Wage and Hour Division, Bureau of Labor and Industries (BOLI), 800 NE Oregon St., Portland, Oregon 97232 a statement in writing that conforms to the requirements of ORS 279.354. The schedule for submitting payroll information shall be as noted in the latest applicable edition of the Prevailing Wage Rates for Public Works Contracts in Oregon published by BOLI.

C. Make progress estimate of work performed in any calendar month and submit to the Engineer for approval, on or before the 7th day of the following month. These estimates shall include value of labor performed and materials incorporated in the work since commencing work under the Contract. Such estimates need not be made by strict measurements and may be approximate only, and shall be based upon the whole amount of money that will become due according to terms of the Contract when Project has been completed.

D. If the Contract price is determined, in whole or in part, on a Lump Sum basis, prepare an itemized cost breakdown relating thereto and have the Engineer approve same before commencing work; progress estimates based on said itemized cost breakdown may be the basis for progress payments. Upon direction by the Engineer provide for revision of the costs breakdown to reflect the true costs of the work as it progresses.

E. If the Contract price is determined wholly on a unit basis, Engineer may use unit prices bid in making progress estimates on the work. In case said unit prices do not, in the opinion of the Engineer, truly represent actual relative costs of different parts of work, a percentage of the Unit Price may be used in making progress estimate adjustments.

F. If the Engineer receives written notice of any unsettled claims for damage or other costs due to Contractor's operations including, without limitation, claims from any City Department or other governmental agency, an amount equal to the claim may be withheld from the progress, final payments or retainage until such claim has been resolved to the satisfaction of Engineer.

G. Progress payments will be made by Owner on a monthly basis within thirty (30) days from sign off by the Contractor of the progress payment or fifteen (15) days after the payment is approved by Engineer of work performed. Payment will be issued by Owner for the amount of the approved estimate, less five percent (5%) retainage. Such amount of retainage shall be withheld and retained by Owner until it is included in and paid to Contractor as part of the final payment of the Contract amount. Securities in lieu of retainage will be accepted, or if Contractor elects, retainage as accumulated will be deposited by Owner in an interest-bearing account pursuant to ORS Chapter 279 for progress payments. Upon substantial completion of the work under the Contract which shall be understood to be not less than ninety-five percent (95%) of the work, the Engineer may, at its discretion, reduce the retained amount equivalent to not less than two hundred percent (200%) of the contract value or estimated value or estimated cost, whichever is greater, of the work remaining to be done.

H. The Engineer may decline to approve an application for payment and may withhold such approval if, in the Engineer's opinion the work has not progressed to the point indicated by the Contractor's submittal. The Engineer may also decline to approve an application for payment or may reduce said payment or, because of subsequently discovered evidence or subsequent inspections, he may nullify the whole or any part of any payment previously made to such extent as may be necessary in his opinion to protect the Owner from loss because of: (1) defective work not remedied, (2) third party claims filed or failure of the Contractor to make payments properly to Subcontractors for labor, materials or equipment, unless Surety consents to such payment, (3) reasonable doubt that the work can be completed for the unpaid balance of the Contract sum, (4) damage to another Contractor's work, (5) reasonable indication that the work will not be completed within the Contract time, (6) unsatisfactory prosecution of the work by the Contractor, (7) claims against the Contractor by the Owner, (8) failure to submit a construction schedule or failure to keep said construction schedule updated as set forth in Subsection 108.01, or (9) exceeding work limits as set forth in Subsection 204.03.

I. When the above grounds are removed, payment shall be made for amounts withheld because of them. Withholding of progress payments or partial payments under the criteria set forth above shall not entitle the Contractor to interest on such withheld payments or partial payments.

J. If Contractor fails to complete the Project within the time limit fixed in the Contract or any extension, no further estimate may be accepted or progress or other payments allowed until the Project is completed, unless approved otherwise by Owner.

K. Progress estimates are for the sole purpose of determining progress payments and are not to be relied on for any other purpose. The making of a progress payment shall not be construed as an acceptance of any of the work or materials under the Contract.

L. When the progress estimate indicates that the progress payment would be less than one thousand dollars (\$1,000), no progress payment will be made for that estimate period, unless approved by the Engineer.

109.08 FINAL ESTIMATE AND FINAL PAYMENT

A. Pursuant to ORS Chapter 279, notify the Engineer in writing when work is considered complete and Engineer shall, within fifteen (15) days after receiving notice, make a final inspection and either accept the work or notify Contractor of work yet to be performed on the Contract. If accepted, Engineer shall so notify Contractor, and will make a final estimate and prepare a Certificate of Completion recommending acceptance of the Work as of a certain date.

B. If the Contractor believes the quantities and amounts specified in the final estimate and Certificate of Completion prepared by the Engineer to be incorrect, Contractor shall submit to the Engineer within fifteen (15) days of mailing of the Engineer's final estimate and Certificate of Completion to the Contractor's last known address as shown in the records of the Owner, an itemized statement of any and all claims for additional compensation under the Contract which are based on differences in measurements or errors of computation. Any such claim not so submitted and supported by an itemized statement within said fifteen (15) day period is expressly waived and the Owner shall not be obligated to pay the same. Nothing contained herein shall limit the requirements of Subsection 109.05.

C. A project cannot be accepted until all provisions of the Contract Documents have been met including submission of the certificate of completion and compliance. Upon receipt of the executed Certificate of Completion from the Contractor, the final payment will be made within thirty (30) days in accordance with ORS 279.

D. Provided Contractor submits a claim in the manner and time as required in B) above, the Engineer, as soon as practicable, will consider and investigate the claim or claims of the Contractor for compensation earned under the Contract and not included in the Engineer's final estimate and Certificate of Completion. The Engineer will then promptly advise the Contractor of acceptance or rejection of the claim in full or part. If the Engineer allows the Contractor's claims in full or in part, Engineer will prepare a revised final estimate and Certificate of Completion, including all such items allowed and will submit the same to the Contractor.

E. The Contractor shall execute and return the revised Certificate of Completion within five (5) days of receipt of the final progress payment.

F. If the Engineer rejects the claim or claims, he will issue written notice of rejection mailed to the Contractor's last known address as shown in the records of the Owner.

G. The Contractor shall commence any suit or action to collect or enforce the claim or claims for any additional compensation arising from, or errors of computation in the final estimate within a period of one (1) year following the original mailing of the Engineer's final estimate and Certificate of Completion to the Contractor's last known address as shown in the records of Owner. The Engineer's issuance of a revised final estimate pursuant to this subsection does not alter the original final estimate date. If said suit, action or proceeding is not commenced in said one (1) year period, the final estimate and Certificate of Completion or revised final estimate and Certificate of Completion, if revisions are made, shall be conclusive with respect to the amount earned by the Contractor, and the Contractor expressly waives any and all claims for compensation and any and all causes of suit or action for the enforcement thereof that he might have had.

H. Upon return of the fully executed Certificate of Completion from the Contractor, the Engineer will submit the Certificate of Completion and final estimate to the Owner for approval. Upon approval and acceptance by the Owner, Contractor will be paid a total payment equal to the amount due under the Contract including retainage.

I. Monies earned by the Contractor are not due and payable until the procedures set forth in these Specifications for inspection, approval and acceptance of the Work, for determination of the work done and the amount due therefor, for the preparation of the final estimate and Certificate of Completion processing the same for payment, for consideration of the Contractor's claim, or claims, if any, and for the preparing of a revised final estimate and Certificate of Completion and processing same for payment have been carried out.

J. Foreign Contractor will provide Owner with evidence that provisions of ORS Chapter 279 have been satisfied; this is a prerequisite to final payment. See Subsection 103.08.

K. Execute and deliver to Owner, in form approved by the Attorney, a receipt for all amounts paid or payable to Contractor under the Contract, and a release and waiver of all claims against Owner arising out of or relating to the Contract and furnish satisfactory evidence that all amounts due for labor, materials and other obligations under the Contract have been fully and finally settled or are fully covered by the Performance and Payment Bond and/or insurance protecting Owner, its officers, agents and employees as well as Contractor. This is a condition of final payment and Contractor will not be entitled to final payment on release of retainage nor interest thereon until execution and delivery of said Receipt, Release & Waiver.

L. If Owner declares a default of the Contract, and Surety completes said Contract, all payments after declaration of default and retainages held by Owner shall be paid to Surety and not to Contractor in accordance with terms of the Contract.

M. Unless otherwise specifically noted and documented as required in Subsection 109.05 or this Subsection 109.08, acceptance by Contractor of final payment shall release Owner and Engineer from any and all claims by Contractor whether known or unknown, arising out of and relating to the work. No payment, however, final or otherwise, shall operate to release Contractor or its Sureties from warranties or other obligations required in the performance of the Contract.

END OF DIVISION

PART 4

Technical Specifications

**SECTION 01001
GENERAL SPECIFICATIONS**

PART 1 - GENERAL

1.01 SCOPE OF WORK

- A. The work performed under this contract is limited to this contract. The City may award a separate contract for another project and work may be in progress simultaneously with a portion of the work under this contract. The Contractor shall cooperate with the City, agencies, trades or contractors that are involved in the execution of any other contract.

- B. Elements of the project include, but are not limited to: Removal of known and discovered asbestos materials, separation of utilities from adjacent site, removal of existing building, excavation of identified contaminated soil, replacement of sidewalks, importing fill and topsoil and finish grading in preparation for hydro-seeded turf.

1.02 CONTRACTOR COST BREAKDOWN

- A. At the Preconstruction Conference, the Contractor shall prepare and submit to the Engineer for approval, a cost breakdown of the total work under this contract. The cost breakdown shall show the unit value and quantity of each element of work including an allowance for overhead and profit. In submitting the breakdown, the Contractor certifies that it is not unbalanced and that the value assigned to each part of the work represents his estimate of the accurate cost, including overhead and profit, of performing that part of the work. The cost breakdown shall include sufficient detail to serve as a basis for making a partial payment during construction. Upon acceptance of the cost breakdown by the Engineer, such breakdown shall be incorporated into all applications for payments. At the Engineer's sole discretion the cost breakdown may be used to establish unit costs for change orders.

1.04 PAYMENT

- A. Contractors are required to submit a request for progress payment to the Engineer. The request for payment will be processed as provided in City of Newberg Technical Requirements section 109.

1.05 PERMITS

- A. A building demolition permit is required for this project. The Contractor shall secure all permits, including electrical, prior to beginning that phase of the project.

- B. The Contractor will pay all costs for all requirements of any nature specified in the permits. The Contractor shall be responsible for providing all special inspections required by permits. Other permits and inspections will be paid as part of the lump-sum contract.

1.06 PRECONSTRUCTION CONFERENCE

A. A preconstruction conference will be held. At this meeting submit:

1. A detailed schedule which will be followed by the Contractor throughout the duration of the project.
2. The names, addresses and telephone numbers of two or more persons employed by the Contractor who can be reached during evening hours and weekends to handle emergency matters.
3. Material Safety Data Sheets for all hazardous chemical products to be used by the Contractor on this project. Submit MSDS for approval before bringing any chemical on site.

1.07 PRODUCT DATA NOT USED

1.08 SHOP DRAWING REQUIREMENTS

A Shop Drawings NOT USED

1.09 RECORD DRAWINGS

- A. Record drawings refer to those documents maintained and annotated by the Contractor during construction to record all departures from the original plans, information not included in the original plans and the final as-built conditions. Record drawings include, but are not limited to the following:
1. Two complete sets of contract drawings along with other documents such as schedules, lists, drawings and electrical and instrumentation diagrams included in the specifications. These record drawings shall be full size prints (usually 'D' size 34" x 22") with as-built conditions recorded in pencil, pen or other medium suitable for clear photocopy reproduction. Final submittal to the City shall be the original marked prints.
 2. Record actual construction conditions including the following:
 - a. Work installed without change.
 - b. Depth of foundation elements in relation to ground elevation.
 - c. Horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 - d. Location of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of structure.
 - e. Change made by Change Order.
 - f. Field changes of dimensions, details and materials.
 - g. Changes in site plan.
 - h. Changes in equipment dimension or location.
 - i. Details not shown on original Contract Drawings.
 4. Label each drawing or document "PROJECT RECORD" in neat 1/2 inch printed letters. Record information concurrently with construction progress. Do not conceal any work until required information is recorded. Record drawings shall be neatly and legibly marked. Record drawings shall not be used for construction purposes. They shall be maintained in a clean, dry and legible condition and shall be available for review by the Engineer during normal working hours at the Contractor's field office.
 1. Each application for progress payment shall include a full size photocopy of each record drawing that has been revised since the preceding payment application.
 2. Record Drawings will be used to verify and document progress payment requests. Work not shown, and work with changes not shown on the record drawings shall not be included for Payment.

3. Concurrent with substantial completion, the Contractor shall provide two copies of a complete, up to date, set of record drawings. Prior to project closeout, the Contractor shall provide one complete set of Record Drawings and software files in their final form.

1.10 OPERATION AND MAINTENANCE INFORMATION NOT USED

1.11 SUPPLIERS'/MANUFACTURERS' SPECIAL SERVICES NOT USED

1.12 CONTRACTOR'S USE OF PREMISES

- A. The Contractor may establish and maintain a separate field office at the project site for the duration of the work. The Contractor's field office shall be accessible by the Engineer during working hours.

1.14 CONTRACTOR'S UTILITIES

- A. The Contractor shall provide the following temporary services and facilities.
 1. Office - The Contractor may maintain a suitable office at the site of the work.
 2. Power - The City shall allow use of 120/480 volt electric power from existing facilities, within capacities of those facilities.
 3. Telephone - The Contractor shall provide telephone service at the construction site office. Cellular service is acceptable.
 4. Sanitary Facilities - The Contractor shall provide toilet and wash-up facilities for his work force at the site of work. They shall comply with applicable laws, ordinances, and regulations pertaining to the public health and sanitation of dwellings and camps.
 5. Security - The Contractor shall at all times be responsible for the security of his facilities and equipment. The City will not take any responsibility for missing or damaged equipment, tools, or personal belongings.
 6. Work Area Restrictions - The Contractor's personnel shall remain in the project work area. Personnel found to be outside the project work area or the Contractor's staging area shall be removed from the project site by the Contractor and may not return.

1.15 DEMOLITION AND REMOVAL See section 02050

1.16 CLEANUP

- A. During the course of the work, the Contractor shall keep the site clean and orderly and shall follow housekeeping guidelines as set forth in the Oregon OSHA Safety Codes. At the completion of the work remove all material of any kind not incorporated into the work and leave the site in a condition acceptable to the Engineer.

1.18 SEQUENCE OF OPERATIONS

- A. Coordinate the sequence of operations with the requirements of the permits for disposal of hazardous materials. The Contractor shall plan, schedule, and coordinate his construction operations and activities in a manner that will facilitate the progress of the work included in these Contract Documents.

1.20 TEMPORARY CONSTRUCTION UTILITIES

- A. Temporary Water: The Contractor shall maintain the integrity of the existing water system. It shall be the Contractor's responsibility to provide all necessary connections to the water supply and conveyance facilities as required for his work. Potable water is available at the building site for drinking and dust control uses and the Owner will provide a reasonable quantity for these purposes. The Contractor shall provide all required connections for potable water use.
- B. Temporary Electric Power: The Owner will not provide power at the site. Power for construction trailer and other uses shall be the responsibility of the Contractor. The Contractor shall make all arrangements with the electrical utility for power take-off points, voltage and phasing requirements, transformers and metering and shall pay all costs and fees arising there-from. It shall be the Contractor's responsibility to provide all special connections required for his work.
- C. Safety Requirements for Temporary Electric Power. Temporary electric power installation shall meet the construction requirements of Oregon OSHA, Yamhill County and the City of Newberg.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01010
SUMMARY OF WORK

PART 1 - GENERAL

1.01 SUMMARY

- A. General work included in this section:
 - 1. Furnish all labor, materials, and equipment required in accordance with provisions of the Contract Documents.
 - 2. Completely coordinate with work of all other trades.
 - 3. Although such work may not be specifically indicated, furnish and install all miscellaneous items incidental to or necessary for a complete facility.

- B. Related sections include but are not necessarily limited to:
 - 1. Division 0 - General Conditions
 - 2. Division 1 - General Requirements
 - 3. Section 01001 - General Specifications

1.02 WORK COVERED BY CONTRACT

- A. Building demolition
 - 1. Remove entire building above and below grade excluding basement walls.

- B. Environmental
 - 1. Asbestos removal and disposal
 - 2. Fluorescent light ballasts and tubes
 - 3. Contaminated soil excavation and disposal
 - 4. Locate, decommission and remove suspected UST(s), comply with OAR 340-150
 - 5. Provide sampling and analysis to confirm remedial excavation completion

- C. Utility Separation-Disconnection
 - 1. Disconnect site from electrical power.
 - 2. Disconnect and cap natural gas, sanitary sewer and storm water.

- D. Site Restoration
 - 1. Fill all excavations with imported unclassified fill, top with 12 inches of topsoil.
 - 2. Place sod after specified soil preparation. Maintain until project acceptance.
 - 3. Replace entire sidewalk fronting Howard Street with Newberg standard type "B" sidewalk, standard drawing No. 504, change width to 11'4" two equal panels.
 - 6. Connect existing water to new irrigation system, 2 zones manual control.
 - 7. Place three (3) street trees as noted on site plan.

1.03 CONTRACTOR'S USE OF PREMISES

Refer also to Section 01001

- A. Access to the site is open on the south and east sides. Work areas are limited to the site itself and the adjoining sidewalk areas.
- B. The Contractor shall coordinate its work to minimize conflict with expected construction in adjacent property to north.

1.05 OWNER OCCUPANCY

- A. The site is and will be unoccupied during the construction contract time period.
- B. Owner will close adjacent sidewalks during building demolition. Parking for Contractor vehicles is limited to existing adjacent parking areas and building area.
- C. First Street is also highway 99W and is under Oregon Department of Transportation (ODOT) jurisdiction. Any work in a ROW will require a permit from ODOT before work may be started.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 02050

SELECTIVE DEMOLITION

1. GENERAL

A. LIST OF ARTICLE TITLES

- 1.01 DESCRIPTION OF WORK
- 1.02 PROTECTION OF EXISTING FACILITIES

- 2.01 TRAFFIC CONTROL

- 3.01 STAGE CONSTRUCTION PLAN
- 3.02 DEMOLITION
- 3.03 EXCAVATION
- 3.04 WASTE DISPOSAL

1.01 DESCRIPTION OF WORK

- A. Work consists of providing all labor, materials, and equipment necessary to demolish the existing building, concrete slab, vehicle hoists, abandoned Underground Storage Tanks (UST) and specified sidewalks, curbing and utilities

1.02 PROTECTION OF EXISTING FACILITIES

A. Continuity of service

- 1. The Contractor will maintain public access to all sidewalks and streets adjoining the demolition site unless a permit is issued for specific conditions and times.
- 2. Maintain existing utilities until rerouting or proper termination and abandonment can be completed.

2. PRODUCTS

2.01 TRAFFIC CONTROL

- A. Where required provide Oregon Department of Transportation approved traffic control devices to maintain required buffer areas between project activities and foot and vehicle traffic.

3. EXECUTION

3.01 STAGE CONSTRUCTION PLAN

- A. Provide stage construction plan with drawings and list of tasks for each phase of the work.
 - 1. Show how traffic flow will be maintained and that parking is provided for each stage of the work.

3.02 DEMOLITION

- A. All concrete and asphaltic surfaces that are scheduled for attachment of new work or that will be exposed at completion of the work shall be sawcut prior to removal.

3.03 EXCAVATION

- A. Do all excavating necessary to remove subgrade structures, foundations, pavements, utilities and unsuitable materials as indicated on the drawings. Provide shoring for safety where required.
- B. Excavation includes all materials encountered regardless of their nature or the manner in which they are removed. Gravel base materials under existing pavements are not required to be removed except for grading purposes.

3.04 WASTE DISPOSAL

- A. Concrete spoils and other non-recyclable material shall be disposed of in an Oregon DEQ approved construction land fill.
- B. Contaminated media shall be handled as specified in section 02565.
- C. Asbestos Containing Materials (ACM) shall be disposed of as required in OAR 340-248. A partial guideline is included in appendix A as part of the asbestos survey.

<<< END OF SECTION >>>

SECTION 02071

ASBESTOS ABATEMENT

PART 1 GENERAL

1.01 SCOPE

This section covers the removal of asbestos-containing materials (ACM) as identified in "Summary of Work". Until proven otherwise, the Contractor shall assume that all material, for which removal is specified, contains asbestos and shall handle and dispose of such as specified herein. This work shall be done in strict accordance with the specifications. Compliance with all applicable Federal, State, and local regulations and the use of the best available technology, procedures, and methods for preparation, execution, cleanup, disposal, and safety are required. This compliance is the sole responsibility of the Contractor.

1.02 DESCRIPTION

Furnish all labor, materials, services, insurance, and equipment in accordance with the most stringent requirements of DEQ or OSHA and all other applicable regulatory agencies, to complete the removal of asbestos-containing materials as described in the Summary of Work.

1.03 SUMMARY OF WORK

The Contractor shall inform himself of the conditions for the project, and is responsible for verifying the quantities and location of all work to be performed as indicated in the drawings and specifications outlined in this section. Failure to do so shall not relieve the Contractor of his obligation to furnish all materials and labor necessary to carry out the provisions of the Contract. The work of the Contract can be summarized as follows, and includes but is not limited to the following terms.

- A. Removal and disposal of all cement asbestos board roofing and end caps.
- B. Submit the required DEQ notification and required fees for the removal of non-friable ACM at least (5) days prior to removal and at least (10) days prior to removal of friable ACM. A sample submittal form is bound in these supplemental specifications.
- C. Comply with codes, ordinance, rules, regulations, orders and other legal requirements of public authorities (including DEQ and OR-OSHA and other federal, state, and local regulations). Where conflicts occur between legal requirements of public authorities (including EPA regulations, NESHAPS, and OSHA) or where conflicts occur between these specifications and/or the above-mentioned regulations, the more stringent shall govern.
- D. Enforce strict discipline and good order among employees. Do not employ on the project untrained persons or persons not skilled in these assigned tasks.

- E. Comply with all applicable federal, state, and local laws regarding job discrimination and payment of prevailing wage rates.
- F. The uses of the best available technology, procedures, and methods for preparation, execution, cleanup, disposal, and safety are absolutely required. This compliance is the sole responsibility of the contractor.
- G. Assume responsibility for the proper and safe execution of the work.
- H. The contractor is responsible for the protection of all electrical, mechanical and structural systems during the abatement and shall be responsible for all damage done directly or indirectly by the contractor or the contractor's personnel.
- I. The contractor is responsible for the cost of disposal.
- J. In addition to the removal of the cement asbestos roofing, the contractor; after its removal, must expose a suspected hidden subsurface roofing felt. The felt must be examined by an accredited asbestos inspector as to its condition, friability, use and application. Samples must then be taken for asbestos content.

If this material is proven (through proper sampling and analysis) to be non-asbestos the general demolition and renovation practices can resume.

ACM removal procedures can not include sawing or other demolition activities which would cause the material to become friable without first obtaining written approval of proposed activities and control measures from DEQ.

If this material is asbestos-containing petroleum based roofing felt or tar paper, has kept its pliability and considered non-friable by the inspector then this material can be handled and disposed of using the same engineering controls and work practices as the cement asbestos roofing board.

If this asbestos-containing petroleum based roofing felt has deteriorated to the point where it can be crumbled and broken under hand pressure, or if this material is anything other than a petroleum based material and is asbestos-containing, and is considered to be friable by the accredited inspector then demolition procedures must stop. Under the direction of the Engineer additional engineering controls and work practices would be required, which includes but is not limited to:

1. The removal must be performed by Licensed Abatement Contractor
2. An additional notification to the Department of Environmental Quality (DEQ) for removal of friable asbestos
3. Establishing engineering, hygiene and work practices for friable asbestos-containing material, which includes construction of a negative pressure enclosure
4. Specific Engineering controls, design specifications and notification requirements if dry removal is performed because of potential electrical hazards

PART 2 CODES AND REGULATIONS

2.01 GENERAL APPLICABILITY OF CODES, REGULATIONS, AND STANDARDS: Except to the extent that more explicit or more stringent requirements are written directly into the Contract Documents, all applicable codes, regulations, and standards have the same force and effect (and are made a part of the Contract Documents by reference) as if copied directly into the Contract Documents, or as if published copies are bound herewith.

A. Federal Regulations:

1. US Department of Labor, Occupational Safety and Health Administrative (OSHA)
2. 29 CFR Parts 1910, 1915, and 1926
Occupational Exposure to Asbestos (Effective October 11, 1994)
3. US Environmental Protection Agency (EPA)
4. 40 CFR Part 763, Subpart G
Federal Register
5. 40 CFR Part 763, Subpart E
Asbestos Hazard Emergency Response Act.
6. National Emissions Standard for Hazardous Air Pollutants, (NESHAP) General Title 40, Part 61, Subpart A. of the Code of Federal Regulations
7. National Emissions Standard for Asbestos Title 40, Part 61, Subpart M of the Code of Federal Regulations including asbestos NESHAP Revision; Final Rule, Federal Register; Tuesday Nov. 20, 1990
8. US Department of Transportation (DOT)
9. Hazardous Substances: Final Rule
Regulation 49 CFR, Parts 171 and 172

B. State and Local Regulations:

Abide by all state and local regulations that govern asbestos abatement work or hauling and disposal of asbestos waste materials.

1. Oregon Department of Insurance and Finance, Occupational Safety and Health Administration (OR-OSHA), including but not limited to:
2. Asbestos Industry Standard
Oregon Administrative Rules (OAR), Chapter 437, Division 2 (1910.1001)
3. Construction Standard
OAR Chapter 437, Division 3 (1926.58)

4. Pipe Labeling
OAR Chapter 437, Division 153
5. Hazard Communication
OAR Chapter 437, Division 155
6. Respiratory Protection
OAR Chapter 437, Division 129
7. Oregon Department of Environmental Quality (DEQ), including but not limited too
8. Asbestos Abatement Requirements
OAR Chapter 340, Division 25
9. Hazardous Air Pollutants
OAR Chapter 340, Division 32
10. Licensing and Certification
OAR Chapter 340, Division 33

PART 3 TESTING/AIR MONITORING/VISUAL INSPECTION

3.01 All testing, sampling analyzing shall be performed by qualified personnel who has been trained by the National Institute of Occupational Safety and Health (NIOSH) and shall have the equivalent of the NIOSH 572 #7400 method certificate for sampling and analyzing airborne asbestos.

- A. Throughout the entire removal and cleaning operations, personnel air monitoring shall be conducted to comply with OSHA regulation unless the contractor can produce a "Negative Exposure Assessment" that has established a history of results showing that similar type work using similar type trained personnel have not exceeded the permissible exposure level of 0.1 fibers per cubic centimeter.
- B. After final cleaning, a visual inspection is required by an accredited asbestos inspector to insure that all asbestos was removed from the work area. A certificate of visual inspection form is attached and bound as part of these specifications.
- C. After the final cleaning and visual inspection. Clearance samples shall be performed on the roof area to assure protection of human health and the environment. Sampling and analysis shall be performed using Phased Contrast Microscopy (PCM) and NIOSH # 7400 Methods.

PART 4 ENGINEERING CONTROLS AND WORK PRACTICES

4.01 OSHA regulations require the contractor shall use the following engineering controls and work practices during all phases, regardless of the levels of exposure.

- A. Vacuum cleaners equipped with high efficiency particulate air (HEPA) filtration to collect all debris and dust containing ACM.
- B. Wet methods, or wetting agents, to control employee exposures during asbestos handling, removal, and clean up except where the contractor can demonstrate that the use of wet methods is infeasible due to, for example, the creation of electrical hazards, equipment malfunction, and shipping hazards.
- C. Prompt clean up and disposal of wastes and debris contaminated with asbestos in leak-tight containers.
- D. When removing cementitious asbestos-containing siding, shingles or cement asbestos panels containing ACM, the contractor shall ensure the following work practices are followed:
 - 1. Cutting, abrading or chipping siding, shingles, or cement asbestos panels, shall be prohibited unless the employer can demonstrate that methods less likely to result in asbestos fiber release cannot be used.
 - 2. Each panel or shingle shall be sprayed with amended water prior to removal.
 - 3. Unwrapped or unbagged panels or shingles shall be immediately lowered to the ground via covered dust-tight chute, crane or hoist, and placed in an impervious waste bag or wrapped in plastic sheeting and lowered to the ground not later than the end of the work shift.
 - 4. Nails and/or screw fasteners shall be removed using manual methods.

4.02 A trained competent person shall supervise and evaluate the work area, the projected work practices and engineering controls on all abatement work sites. The contractor shall designate a competent person, having the qualifications and authorities for insuring worker safety and health required by Sub Part C, General Safety and Health provisions for construction. (29 CFR 1926.20 through 1926.32) A competent person shall meet training criteria of the EPA's model accreditation plan (40 CFR 763) for project designer or supervisor, or its equivalent.

- A. OSHA requires that employees doing Class II Asbestos Activities to have 8 hours of training to remove cement asbestos panels. (REF: OSHA 29 CFR 1926 (k) and EPA 40 CFR 763 Subpart E Appendix C).

PART 5 RESPIRATORY PROTECTION/MEDICAL MONITORING

5.01 Respiratory Protection is required on this project unless the contractor can demonstrate by data that represents employee exposure during the use of such methods and under conditions that closely resemble the conditions under which the methods are to be used, that employee exposure will not exceed the permissible exposure level (PEL's) under any anticipated circumstances.

A. TABLE 1 - RESPIRATORY PROTECTION FOR ASBESTOS

Airborne Concentration of Asbestos or Conditions of Use	Required Respirator
<ul style="list-style-type: none"> - Not in excess of 1 f/cc (10 X Pel), or otherwise as required independent of exposure pursuant to (h) (2) (iv). - Not in excess of 10 f/cc (50 X PEL). - Not in excess of 10 f/cc (100 X PEL) - Not in excess of 100 f/cc (1,000 X PEL) - Greater than 100 f/cc (1,000 X PEL) or unknown concentration. 	<ul style="list-style-type: none"> - Half-mask air purifying respirator other than a disposable respirator, equipped with high efficiency filters. - Full face piece air-purifying respirator equipped with high efficiency filters. - Any powered air-purifying respirator equipped with high efficiency or any supplied air respirator. - Full face piece supplied air respirator operated in pressure demand mode, equipped with an auxiliary positive pressure self-contained breathing apparatus.

NOTE: (a) Respirators assigned for high environmental concentrations may be used at lower concentrations, or when required respirator use is independent of concentration. (b) A high efficiency filter means a filter that is at least 99.97 percent efficient against mono-dispersed particles of 0.3 micrometers in diameter or larger.

5.02 No employee shall issue a respirator without a base line physical examination, annual medical surveillance and a respirator protection program in place.

5.03 No employee shall be assigned to tasks requiring the use of respirators if based on his or her most recent examination, an examining physician determines that the employee will be unable to function normally wearing a respirator or that the safety or health of the employee or of other employees will be impaired by the use of a respirator. Such employee shall be assigned to another job or given the opportunity to transfer to a different position the duties of which he or she would be able to perform with the same employer, in the same geographical area, and with the same seniority, status, and rate of pay and other job benefits he or she had just prior to such transfer, if such a different position is available.

A. Respirator Fit Testing: The contractor shall ensure that the respirator issued to the employee exhibits the least possible face piece leakage and that the respirator is fitted properly.

B. The contractor shall perform either quantitative or qualitative face fit tests at the time of initial fitting and at least every six months thereafter for each employee wearing a negative-pressure respirator. The qualitative fit tests may be used only for testing the fit of half-mask respirators where they are permitted to be worn or of full-face piece air purifying respirators where they are worn at levels at which half-face piece air purifying respirators where they are permitted. Qualitative and quantitative fit tests shall be conducted in accordance with Appendix C, of the OSHA 29 CFR 1926 Occupational Exposure to Asbestos.

PART 6 DEMARCATION AND HAZARD COMMUNICATION

6.01 The contractor shall post signs and designate a regulated work area with hazard tape. Warning signs that demarcate the regulated area shall be provided and displayed at a location where a regulated area is required to be established. Signs shall be posted at such a distance that an employee may read the signs and take necessary protective steps before entering the area marked by the signs.

The warning signs required shall bear the following information:

DANGER ASBESTOS

CANCER AND LUNG DISEASE HAZARD

AUTHORIZED PERSONNEL ONLY

RESPIRATORS AND PROTECTIVE CLOTHING ARE REQUIRED IN THIS AREA

6.02 On a multi-employer work site, the contractor performing the work that is requiring the establishment of a regulated work area shall inform all employers on the site of the nature of the employer's work with asbestos. The Contractor must insure employees of such other employers are not exposed to asbestos.

6.03 Provide signs during waste transport and disposal as required by the US Department of Transportation, 49 CFR 171 and 172, warning signs shall display the following

RQ HAZARDOUS SUBSTANCE,

SOLID, NOS, QORM-E, NA 9188

(ASBESTOS)

PART 7 WASTE HANDLING

7.01 All non-friable waste must be removed from the construction site and taken to a permitted landfill. Non-friable asbestos-containing materials that have been removed and transported properly may be classified as demolition waste. Notify the landfill as to the type and amount of non-friable asbestos material to be disposed of. The landfill may have additional handling requirements for disposal.

A. The contractor shall supply a waste shipment record with the following information:

1. Asbestos Removal Site/Name and Address
2. Operations Name and Address
3. Waste Disposal Site
4. Description of Material
5. Number of Containers
6. Total Quantity (Cubic Yards)
7. Special Handling Instructions
8. Operations Certification and Signature
9. Transporters Acknowledgment of Receipt and Signature
10. Waste Disposal site Acknowledgement of Receipt and Signature

NOTE: Form ASN-4 Oregon Department of Environmental Quality meets these requirements.

PART 8 CLOSEOUT DOCUMENTATION

8.01 The following information must be assembled into an organized document and submitted to the owner for historical documentation:

- A. DEQ Notification
- B. Certification of Visual Inspection
- C. OSHA Compliance Air Monitoring - Records conducted during the work
- D. Waste Shipment Records
- E. Worker Training Records
- F. Medical Surveillance Records
- G. Daily Logs, Visitors Logs, Sign In Sheets and Contractors Notes
- H. One copy of complete Specifications and Plans

CERTIFICATION OF VISUAL INSPECTION

Building: _____

Project Number: _____

Specific Area: _____

The Contractor hereby certifies that he has visually inspected the work area (all surfaces) and has found no dust, debris, or residue.

By: *(Signature)* _____ Date: _____

(Print Name) _____ Title: _____

Company Name: _____

ABATEMENT INSPECTOR'S CERTIFICATION

The Abatement Inspector hereby certifies that he has accompanied the Contractor on his visual inspection and verifies that this inspection has been thorough and to the best of his knowledge and belief, the Contractor's certification above is a true and honest one.

The final air sampling has been completed and the sample results are in accordance with specifications.

The final air samples were analyzed by: _____ PCM

Clearance air sample numbers are:

By: *(Signature)* _____ Date: _____

(Print Name) _____ Title: _____

PCM = 0.01 f/cc

SECTION 02203

EARTHWORK

PART 1 GENERAL

1.01 DESCRIPTION OF WORK:

A. Excavating and Trenching:

1. Topsoil removal and stockpiling
2. Excavating and trenching for concrete footings, slabs on grade, paving base, utility trenches and required clearance below wood framing.

B. Fill and Backfill Placing, Compacting, and Grading:

1. Backfill and fill placement at retaining walls and trenches, and below concrete slabs on grade, paving base and landscape areas.
2. Aggregate base for concrete slabs on grade and concrete walks.
3. Compaction of subgrade, backfill and fill.
4. Compaction of aggregate base for concrete slabs and walks on grade.
5. Finish grading.

1.02 RELATED WORK IN OTHER SECTIONS:

A. Section 02510 PAVEMENT

B. Section 02565 CONTAMINATED MEDIA HANDLING

1.03 ELEVATION TOLERANCES:

A. Rough Grade: Shape soil and aggregate to plus or minus 3 inches above or below the indicated elevation.

B. Finish Grade: Shape soil and aggregate to plus or minus 1 inch above or below the indicated elevation.

C. Crushed Gravel Base: Shape top of aggregate to 1/2 inch above or 1 inch below the indicated elevation.

1.04 QUALITY ASSURANCE:

A. Material Approval: Obtain approval of fill and backfill materials by Contractor's Geotechnical Engineer prior to delivery to the Site and prior to placement.

1.05 REFERENCES:

A. American Society for Testing and Materials:

1. ASTM D 420: Recommended Practice for Investigation and Sampling Soil and Rock for Engineering Purposes.
2. ASTM D 1556: Test Method for Density of Soil in Place by the Sand-Cone Method.
3. ASTM D 1557: Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 10lb. (4.54-kg) Rammer and 184in. (457-mm) Drop.
4. ASTM D 2487: Classification of Soils for Engineering Purposes.

B. International Conference of Building Officials:

1. UBC Standard No. 70-1: Moisture-Density Relations of Soils.
2. UBC Standard No. 70-2: In-Place Density of Soils.

1.06 SITE CONDITIONS:

A. Limit work to authorized street improvements and the areas indicated on Drawings.

B. Barricade open excavations and provide warning lights from dusk to dawn each day.

C. Temperature Requirements: Do not excavate, fill or backfill unless ambient air temperature is above 40 degrees F.

PART 2 PRODUCTS

2.01 FILL MATERIALS

- A. Structural Fill and Backfill: Well graded clean, granular crushed rock, and gravel or moisture controlled on-site material when approved by the Contractor's Geotechnical Engineer. No aggregate larger than 4 inches in lower fill areas and 1-1/2 inches in the top 12 inches of fill. Provide nonplastic fines with not more than 5% passing the number 200 sieve.
- B. Landscape Fill and Backfill: Well graded clean, granular crushed rock, coarse sand, river-run sand and gravel, natural earth free of clay, debris, and organic material or approved moisture controlled on-site material. Free of rock larger than 4 inches in any dimension. Provide nonplastic fines with not more than 5% passing the number 200 sieve.
- C. Concrete Slab Base Aggregate: Well graded clean, granular rock. No aggregate larger than 1 inch in any dimension. Not more than 5% passing the number 200 sieve.

2.02 PROTECTION AND TREATMENT OF MATERIALS:

- A. Protect all stockpiled earthwork and fill materials from contamination by any source, including but not limited to moisture, debris, vegetation or other materials. Remove contaminated and unacceptable materials from the site and replace as necessary with acceptable material at no additional cost to owner.
- B. Do not place fill materials that exceed the optimum moisture content at maximum dry density as determined by the Standard Proctor Test (AASHTO T-99) or the Modified Proctor Test (AASHTO T-180). Soil may be air dried by spreading, tilling or discing until optimum moisture content is achieved at the contractors' option with no additional cost to the Owner.

PART 3 EXECUTION

3.01 INDEPENDENT TESTING LABORATORY:

- A. The Contractor shall retain the services of an Independent Testing Laboratory (I.T.L.) to monitor excavations and fill and to test excavation, fill and stockpile materials.
- B. The Contractor is responsible for providing adequate notification to the (I.T.L.) for testing and monitoring purposes.
- C. The Contractor shall comply with the recommendations of the (I.T.L.) agency for modifying soil moisture content, backfilling, and compacting.

3.02 PREPARATION:

A. Protection:

1. Protect existing utility lines and site improvements.
2. Protect excavations and trenches from freezing temperatures. Use temporary ground blankets when required.
3. Protect excavations and trenches from rainwater runoff.

3.03 TOPSOIL REMOVAL AND STOCKPILING

- A. Remove existing topsoil from areas where new buildings landscaping, walks or paving is indicated.

3.04 EXCAVATION AND TRENCHING:

- A. Excavation: Excavate as necessary for work shown on Drawings or specified or as required to obtain firm bearing. Allow ample space for form work where required. Leave bearing surface undisturbed, level and true. Obtain Engineer's approval before pouring footings, as required by Section 03300 CAST-IN-PLACE CONCRETE.
- B. Water or Frost: Keep earth under footings dry and free from frost. Should bearing surfaces be softened by water or frost, re-excavate to soil bearing and fill with 2,000 psi concrete at Contractors expense.
1. Perform excavation in a manner to prevent surface water and subsurface or groundwater from flowing into the excavation, and to prevent water from flooding the project site and surrounding area.
 2. Do not allow water to accumulate in excavations. Remove water from excavations using dewatering methods that will prevent softening of foundations bottoms and soil changes detrimental to the stability of subgrades. Provide and maintain pumps, sumps, suction and discharge lines, and other dewatering system components necessary to convey the water away from excavations.
- C. Soil Removal: Remove and dispose or stockpile material encountered to obtain required subgrade elevations. If unsatisfactory soil materials are encountered at design elevations, continue excavation as directed by the Engineer.

D. Excavation Maintenance: Provide temporary structural bracing as required to maintain excavations, protect adjacent property and prevent injury to workers until excavations are backfilled.

E. Footing Trenches: Trench for footings 12 inches minimum below original grade and 18 inches minimum below finished grade or as indicated on the Drawings. Do not excavate closer than one to one and one half slope below existing footings. Clean footing excavations of loose material by hand shovel prior to concrete placement.

3.05 BACKFILLING:

A. Placing Backfill and Fill:

1. Place and compact backfill and fill materials in lifts to required elevations. Do not place fill materials on muddy or frozen sub grade. Remove debris and decayable matter from area to be filled before proceeding. Use approved materials only for fills. Notify the Engineer and Testing Agency 24 hours before filling against concrete walls.
2. Backfill at trenches and retaining walls as permits to ensure thorough settlement. Backfill foundation walls on both sides simultaneously.
3. Where the slope or condition of the ground surface under proposed embankments is such that materials placed thereon would not positively bond therewith, break up the ground surface and roughen before placing embankment material. Where the widening of existing embankments is to be of narrow widths not permitting the placing of materials in horizontal layers, the Contractor shall excavate terraces in the existing slopes to such widths and at such successive steps as necessary to permit the placing and compacting of the terrace excavation material combined with new embankment material in layers.

B. Structural Fill: Place below concrete slabs on grade and paving surfaces in 8-inch lifts before compaction. Place under the continuous inspection of the Engineer.

C. Landscape Fill: Place below landscape areas in 8-inch lifts before compaction. Place under continuous inspection of the Engineer.

D. Concrete Slab Base: Place concrete slab base aggregate to not less than 6-inch depth below new interior concrete slabs on grade and to not less than 2 inch depth below new exterior concrete stairs and walks.

3.6 COMPACTION:

- A. Compact each layer of structural fill, bedding aggregates below structural fill, and concrete slab base and leveling course to 95% of maximum density at optimum moisture content. (AASHTO T-99).
- B. Compact each layer of non-structural fill, bedding aggregates and retaining wall backfill to 90% of maximum density at optimum moisture content. (AASHTO T-99).
- C. Compact each layer of landscape fill, bedding aggregates below landscape fill to 90% of maximum density at optimum moisture content. (AASHTO T-99).

3.7 GRADING:

- A. Grade to levels indicated, with uniform levels or slopes between finish grades. Rough grade all areas to reasonable true surface free from irregularities and abrupt changes in grades unless so indicated on Drawings.
- B. Finish grade to tolerance specified in Article 1.3 in this Section.

3.8 FIELD QUALITY CONTROL

A. Moisture Density Tests:

1. Perform soil compaction tests in compliance with ASTM D 1557 and UBC Standard 70-1.
2. Determine optimum moisture content and maximum dry density of fill and backfill materials.

B. Field Density Tests:

1. Perform one density test for each 2,000 sq. ft. lift of fill or backfill.
2. Determine density by sand cone method, ASTM D 1566 or UBC Standard 70-2.

3.9 ADJUSTING AND CLEANING:

- A. Maintenance: Repair and reestablish grades in settled, eroded, rutted or otherwise damaged areas. Scarify the surface, reshape and compact to required density. During wet weather,

place 4 inch lift of structural fill aggregate at bottom of footing excavations and compact to 95% of maximum density at optimum moisture content.

- B. Disposal: Remove trash, debris, and waste material from the Site.
- C. Compaction: Recompect or remove and replace materials not meeting required density.
- D. Cleaning: Remove soil materials from existing roads, walks and parking areas.
- E. Excess Excavation and Trenching: Removal of materials beyond indicated subgrade elevations may be filled and compacted with acceptable fill material, filled with $f_c = 2,000$ psi at 28 day concrete, or corrected by extending the indicated bottom elevation of the concrete or paving base aggregate or utility line bedding aggregate to the lower elevation, as directed by the Engineer.
- F. Utility Trenching Below Footings: Fill trenches below footings with $f_c=2,000$ psi at 28 day concrete to bottom of footing.

END OF SECTION

SECTION 02510

PAVEMENT

PART 1 GENERAL

A. LIST OF ARTICLE TITLES

- 1.01 DESCRIPTION OF WORK
- 1.02 RELATED SECTIONS
- 1.03 REFERENCE STANDARDS
- 1.04 SUBMITTALS
- 2.01 CRUSHED SURFACING BASE AND SUBBASE COURSE
- 2.02 ASPHALT CONCRETE
- 2.03 PORTLAND CEMENT CONCRETE
- 3.01 INSPECTION
- 3.02 ASPHALT CONCRETE PAVEMENT
- 3.03 PORTLAND CONCRETE CEMENT PAVEMENT

1.01 DESCRIPTION OF WORK

- A. This section specifies furnishing and placing surfacing for sidewalks and concrete pavement, asphalt concrete paving for circulation and parking areas.

1.02 RELATED SECTIONS

- A. Section 02580 - Pavement Marking

1.03 REFERENCE STANDARDS

- A. City of Newberg Standard Construction Drawings, June 2000.
- B. Oregon State Highway Division (OSHD) Standard Specifications for Highway
- C. Portland Cement Association (PCA) Ten Rules of Practice 1980.

1.04 SUBMITTALS

- A. Product data: Submit manufacturer's literature on the performed expansion joint filler.
- B. Submit joint spacing and type of joint to be used at each concrete pavement area. The Contractor shall provide section, joint details and spacing per Ten Rules of Practice of PCA.

1. Longitudinal joint spacing shall not exceed 12.5 feet. Transverse joint spacing shall be at regular intervals of 15 feet. In general, joint spacing in one direction shall not exceed more than 1.5 times the distance between spaces in the other direction.
- C. Submit mix design from the intended asphalt and concrete suppliers at least 10 days prior to the start of pavement surfacing.

PART 2 PRODUCTS

2.01 CRUSHED SURFACING BASE AND SUBBASE COURSE

- A. Crushed surfacing material shall conform to APWA Section 212.

	<u>Material</u>	<u>Compaction</u>
Top Course	3/4"-0	95% ASTM D 1557
Base course	2"-0	95% ASTM D 1557

2.02 ASPHALT CONCRETE

- A. Asphalt concrete

1. Asphaltic concrete pavement shall follow current ODOT requirements. Asphaltic concrete pavement surface course shall be Class "C" or "Modified Class C".
2. Tack all cut edges of remaining paving. Tack all edges of existing Asphaltic concrete and Portland cement concrete paving.

2.03 PORTLAND CEMENT CONCRETE

- A. Portland Cement concrete shall comply with APWA Section 212
- B. Reinforcing steel, welded wire fabric, tie wire and accessories shall comply with APWA Section 212.
- C. Curing materials and admixtures shall comply with APWA Section 212.
- D. Premolded joint filler and joint sealer shall comply with APWA Section 212.
- E. Concrete
1. Concrete mixes: Concrete shall be Class 3000 (1 1/2) as specified in APWA Section 212.
 2. Use only Project approved mix designs.

3. Sidewalk concrete shall be Class 3000, (1-1/2) as specified in APWA Section 212.

PART 3 INSTALLATION

3.01 INSPECTION

- A. Verify that earthwork is completed to correct line and grade.
- B. Check that subgrade is smooth, compacted, and free of frost or excessive moisture.
- C. Do not commence work until conditions are satisfactory.
- D. Concrete pavement testing shall be in accordance with APWA Section 212.
- E. Asphalt pavement testing shall be in accordance with APWA Section 212.

3.02 ASPHALT CONCRETE PAVEMENT

- A. Asphalt lifts not to exceed 2.5 inches.
- B. Asphalt pavement to be constructed in accordance with APWA 212.

3.03 PORTLAND CONCRETE CEMENT PAVEMENT

- A. Finish: Broomed or burlap.
- B. Truck parking concrete: 8 inches, reinforced. Construct in accordance with OSHD Section 450.
- C. Sidewalk concrete: 4 inches minimum thickness.
- D. Sidewalk expansion joints every 15 feet.
- E. Sidewalk contraction joints, or sawcut, every 5 feet.
- F. Surface levelness shall not deviate more than 1/4inch in 10 feet.
- G. Sawcut joints to be filled with joint sealer.
- H. Construct concrete sidewalks in accordance with APWA Section 2120

<<< END OF SECTION >>>

02565
CONTAMINATED MEDIA HANDLING

LIST OF ARTICLE TITLES

1 GENERAL

- 1.01 SUMMARY
- 1.02 DEFINITIONS
- 1.03 PERSONNEL TRAINING
- 1.04 SUBMITTALS
- 1.05 RECORD KEEPING

2 MATERIALS

- 2.01 TEMPORARY STORAGE LINER

3 EXECUTION

- 3.01 SOIL EXCAVATION OBSERVATION AND MONITORING
- 3.02 EXCLUSION ZONE AND DECONTAMINATION
- 3.03 CONTAMINATED MEDIA EXCAVATION PROCEDURES
- 3.04 TEMPORARY STORAGE OF CONTAMINATED MEDIA
- 3.05 HAULING OF CONTAMINATED MEDIA
- 3.06 DISPOSAL OF CONTAMINATED MEDIA
- 3.07 ASBESTOS

4 MEASURE AND PAYMENT

- 4.01 MEASURE
- 4.02 PAYMENT

1. GENERAL

1.01 SUMMARY

- A. This section applies to activities associated with monitoring for contaminated media during all excavation activities for the work of this Contract. This section also includes procedures for dealing with contaminated media, which may be discovered during the progress of the work.
- B. The Contractor shall monitor for contaminated media in accordance with the requirements of Paragraph 3.01A during all excavation activities for this Contract. Contaminated media is not anticipated along the alignment except as noted below. If contaminated media is encountered along the pipeline alignment, it shall be managed as described in Paragraph 3.01B.2

- C. Previous site investigations on the site known as the "Loren Berg" building indicate that groundwater and soil contamination exists. If encountered, the Contractor shall handle and dispose of groundwater and soils in a manner consistent with local, state, and federal regulations. Depending on the type, volume and concentration of contaminant, the Contractor may request an authorization from the City to accept the discharge of contaminated groundwater to the City's Wastewater Treatment Plant. Any other contaminated groundwater discharge would require prior approval and/or the appropriate Water Quality discharge permits from DEQ.

1.02 DEFINITIONS

- A. **Hazardous Substances** are defined by Oregon Department of Environmental Quality (DEQ) rules (OAR Chapter 340, Division 122) as:
 - 1. Substances defined as hazardous substances in Section 101 (14) of the Federal Comprehensive Environmental Response, Compensation and Liability Act (CERCLA).
 - 2. Oil, including gasoline, fuel oil, diesel, lubricating, oil or other petroleum products.
 - 3. Common hazardous substances are petroleum hydrocarbons and those substances presented in the Oregon Soil Cleanup Table 1 in OAR 340-122.
- B. **Contaminated Media** are defined as soil, water, sludge or building material, with detectable concentrations of hazardous substances.
- C. **Hazardous Waste** as defined in the Oregon Administrative Rules (OAR 340-100 thru 340-135, which includes by reference federal regulations found in 40 CFR Parts 124, 260 to 266.
- D. **Solid Waste** is defined in OAR 340-093-0030 (82), means all useless or discarded putrescible and non-putrescible materials, including but not limited to garbage, rubbish, refuse, ashes, paper and cardboard, sewage sludge, septic tank and cesspool pumpings or other sludge, useless or discarded commercial, industrial, demolition and construction materials, discarded or abandoned vehicles or parts thereof, discarded home and industrial appliances, manure, vegetable or animal solid and semi-solid materials, dead animals and infectious waste.
- E. **Asbestos-containing material** as defined in OAR 340, Chapter 248, means any material containing more than one percent asbestos by weight, including particulate asbestos material.
- F. **Asbestos Abatement Project** as defined in OAR 340, Chapter 248, means any demolition, renovation, repair, construction or maintenance activity of any public or private facility that involves the repair, enclosure, encapsulation, removal, salvage, handling or disposal of any asbestos-containing material with the potential of releasing asbestos fibers from asbestos-containing material into the air.

1.03 PERSONNEL TRAINING

- A. Provide personnel health and safety training and medical examinations, and maintain medical records of personnel in accordance with all applicable federal, state and local regulations.
- B. Obtain and maintain all applicable and appropriate certifications and licenses for equipment if such equipment is used to load, handle, sample, store or transport contaminated media.
- C. In the event that contaminated media is encountered, provide properly trained personnel to handle the excavation and disposal of contaminated media. This training shall include but not be limited to the 40-hour Hazardous Waste Operations and Emergency Response Training Program, and associated 8-hour annual refresher in accordance with 29 CFR 1910.120 and 1910.134. This training shall be required of all personnel who come in contact with, or operate equipment which handles contaminated media.

1.04 SUBMITTALS

Complete and submit the following information for the areas set forth in Paragraph 1.01C:

- 1. The Health and Safety Plan (HASP) describing the specific equipment and procedures to be performed by the Contractor to ensure that the Federal and State Occupational Health and Safety Administration (OSHA) health and safety requirements are satisfied. The plan shall include, but not be limited to certification of all trained personnel and a description of all measures required to perform the work.
- 2. The name and qualifications of the Certified Industrial Hygienist (CIH), the Contractor's Safety Representative(s) and a qualified chemical analytical laboratory. At a minimum, the qualifications of these service providers shall include at least 5 years of demonstrated experience on projects of similar nature.
- 3. Spill Prevention and Cleanup Plan describing the equipment and procedures the Contractor will use to prevent releases of hazardous substances to the soil and water from the construction equipment and materials. The plan shall also describe the equipment and procedures the Contractor will use to immediately cleanup any such releases, if they occur.
- 4. Daily field reports describing the results of the required monitoring activities and any observations of the potential source(s) of the contamination.

1.05 RECORD KEEPING.

- A. Daily Reports:** Daily reports shall be generated to document monitoring of excavation and management of contaminated media. These reports shall be prepared on the same day in which the activity(s) occurred and shall be submitted to the Engineer by 9:00 a.m. the next business day.
- B. Contaminated Media Bills of Lading and Weigh Slips:** The Contractor shall use a bill of lading for each offsite shipment of contaminated media. The bill of lading shall include the date and time of shipment, the name of the hauling company, the name of the truck driver, the disposal site and a brief description of the contaminated media (i.e., soil, water, debris) including a description and concentration of the contaminate. A copy of the bill of lading and the associated weigh slip showing the weight/volume of the contaminated media shall be provided to the Engineer within 24 hours of shipment of the contaminated media.
- C. Hazardous Waste Manifests:** If hazardous waste is generated the following manifest documentation procedures shall be followed.
1. The Contractor shall prepare and have sufficient waste profile, waste characterization, and Uniform Hazardous Waste Manifest forms for each shipment of hazardous waste from the site. A sample copy of the forms can be found in 40 CFR Part 262 Appendix.
 2. All hazardous waste shall be transported by a Transporter with an EPA identification number.
 3. The Transporter is required to follow the rules applicable to Transporters outlined in 40 CFR §263. These rules include the requirement that the transporter sign and date the hazardous waste manifest before transporting the waste, leave a signed copy of the manifest with the generator, and ensure that a signed copy of the manifest accompanies the hazardous waste.
 4. The Transporter shall obtain the date of deliver and the signature of the owner or operator of the facility designated on the manifest, retain one copy of the manifest, and give the remaining manifest to designated facility. In the event that multiple transporters are used refer to 40 CFR §263.
 5. The Contractor's hauler shall carry the hazardous waste manifest with each truckload. The manifest shall describe the contents of each truck carrying materials to the waste disposal site, including as applicable the appropriate unit of measure of the waste materials. The Contractor's hauler shall sign and date the manifest indicating that he has accepted the load described in the manifest on that particular day. Prior to truck departure, a representative of the City will sign and keep appropriate copies of the manifest and give the remaining copies to the Contractor's hauler. The Contractor shall provide the Engineer with the Generator's copy (yellow). BY 9:00 a.m. the next business day.

6. The Engineer will provide a hazardous waste generator identification number for use on the manifest while the Contractor shall provide a hazardous waste transporter's identification number and phone number. A new EPA ID number will be assigned for each address identified as a hazardous waste generator. The contractor shall also provide the name, address and EPA ID no. for each designated facility.

7. Should any waste manifest not be returned within 35 days of shipment, the Contractor shall initiate follow-up and shall document its follow-up effort in writing with an Exception Report as per 40 CFR 262.42 and provide a copy to the Engineer. A copy of the completed waste manifest shall be provided to the Engineer indicating each waste shipment has been received at the Solid Waste Disposal or Treatment Facility within 2 days of their return to the Contractor.

8. If an underground storage tank system is encountered during excavation, the City Engineer must be notified immediately. If petroleum products have been released to the environment, immediate steps must be taken to minimize the release and prevent further releases. Depending on the size of the UST and the type of product, further assessment or decommissioning may need to be performed by a licensed Service Provider.

2. MATERIALS

2.01 TEMPORARY CONTAMINATED MEDIA STORAGE LINERS

- A. Temporary contaminated media, other than hazardous waste, storage liners shall be high density polyethylene. Storage cells shall be constructed in a manner that will not allow contamination migration (or leakage). The thickness of the cell liner will depend on the type of ground surface to be used as a temporary storage site. In paved locations a 6 mil. liner will be adequate for most applications, for any other ground surfaces (i.e. gravel, soil, etc.) a liner greater than 6 mil. will be required.
- B. Temporary storage of hazardous waste must be in tanks or containers meeting the requirements listed in 40 CFR §265 Subparts I and J. The tanks or containers must be labeled with the words "Hazardous Waste" and dated with the accumulation start date.

3. EXECUTION

3.01 SOIL EXCAVATION OBSERVATION AND MONITORING

A. Areas where contaminated media is not anticipated and not known:

1. The Contractor shall perform continuous soil observation and monitoring during all excavation activities. Unless otherwise directed by the Engineer, this level of observation and management is applicable to all areas of the project.
2. Observe for visual, olfactory or texture indications of contamination. These indications may include, but are not limited to: petroleum, oil, fuel or gasoline odor, mottled or gray appearance, debris, or other non-native material. Record observations in field reports presented to the Engineer on a daily basis. If these observations suggest contaminated media immediately notify the Engineer and follow the procedures described in Paragraph 3.01B

B. Areas where contaminated media are encountered:

1. This level of observation and management addresses unknown and unanticipated contaminated media. However, the Contractor shall be prepared to manage all contaminated media in the following manner.
 - a. Upon discovery of suspected contaminated media or a potential indicator of such, all activities in the vicinity shall be immediately suspended, and the Engineer notified.
 - b. Upon notification as described above, the Engineer will make a determination whether or not contaminated media has been encountered. The Engineer may direct the Contractor to collect and analyze samples to make this determination.
 - c. The Contractor shall secure the area as needed to restrict access and protect workers and the public from exposure to contaminated media.
 - d. The Contractor shall modify the HASP as necessary, to address new contaminants, hazards, and other contaminated media concerns discovered during construction. At a minimum, modifications shall include delineation and description of the exclusion area, contamination reduction, support zones and decontamination procedures.
 - e. The Contractor shall assess contaminated media relative to the HASP. Protect workers as appropriate. The Engineer's signed approval is required prior to working in an area containing contaminated media.
 - f. After receiving approval from the Engineer, Commence excavation.
 - g. At the direction of the Engineer, segregate different contaminated media. Place each different contaminated media in temporary storage area(s) in accordance with paragraph 3.04, Temporary Storage of Contaminated Material.

- h. Obtain a representative sample of the excavated contaminated media at intervals specified by the Engineer. Submit the sample for analysis to the qualified chemical analytical laboratory at the direction of the Engineer to assess treatment or disposal options. Upon review of sample analytical results by the Engineer, the Engineer may direct the Contractor to dispose of the contaminated media in a Solid Waste Disposal or Treatment Facility or a RCRA or Oregon State-Only Hazardous Waste facility or pursue/obtain DEQ approval for treatment and/or reuse. If the contaminated media is a hazardous waste, the soil shall be removed and disposed of within 90 days if the generation rate is greater than 2,200 pounds per month or 180 days if the generation rate is 2,200 pounds or less in a calendar month (if the waste is transported to a facility 200 miles or more away the generator has 270 days to transport the waste).
- i. Until characterization of the contaminated media is done to meet the requirements of Paragraph 1.06 (Record Keeping) of this Section and 3.05 (Hauling of Contaminated Media) of this Section and until authorized by the Engineer, Contaminated media shall not be transported.
- j. Contractor shall meet all requirements necessary to provide adequate security, staging, sampling, characterization, removal, cleanup handling and disposal of unknown and unanticipated media as directed by the Engineer.
- k. If underground storage tanks (USTs) are encountered, they shall be managed according to Oregon Administrative Rules (OAR) 340-150 (UST rules) and 122 (LUST rules).

3.02 EXCLUSION ZONE AND DECONTAMINATION

- A. Before excavation commences, the Contractor shall establish an exclusion zone around the soil excavation area where contaminated media is located. Specific entrance/exit locations to the exclusion zone shall also be established by the Contractor as part of the HASP
- B. Equipment shall be allowed to freely move within the exclusion zone. Decontamination between specific excavation areas shall consist of brooming of loose soil and removal of significant quantities of adhered soil with hand tools. Thorough decontamination such as washing shall not be required for movement of equipment within the exclusion zone.
- C. If practicable, truck loading areas shall be located at the boundary of the exclusion zone so that trucks will not enter the exclusion zone and will not require decontamination. Trucks shall be broom cleaned before leaving the loading area
- D. All vehicles leaving the exclusion zone that have driven over unpaved surfaces that have, or are suspected of having, contaminated media shall pass through a wheel wash before entering the public right of way.
- E. Personnel exiting the exclusion zone shall decontaminate according to the decontamination procedures specified in HASP.

3.03 CONTAMINATED MEDIA EXCAVATION PROCEDURES

- A. Excavate soil in a manner that prevents co-mingling of contaminated and uncontaminated soil. Minimize movement of excavation equipment over or through contaminated soil to prevent movement of contaminated soil into areas where no contaminated soil exists.
- B. Maintain excavation equipment in good working order. Prevent spillage of oil, fuel or hazardous substances from equipment. In particular, promptly repair oil leaks from equipment and clean up any contaminated soil.
- C. Loading areas for contaminated media will be located in the exclusion zone.
- D. Trucks shall be loaded in a manner that prevents the spilling or tracking of contaminated media into areas of the site with uncontaminated soil. Loose material falling onto the exterior of the truck during loading shall be removed before the truck leaves the loading area. Any material collected in the loading area shall either be placed back into the truck or back into the general material management process. If loading areas are unpaved, the surface soil shall be sampled at the conclusion of the loading activities to confirm that contaminated soil is not present. If loading areas are paved, any loose soil shall be cleaned from the pavement at the conclusion of the loading activities.
- E. Specific truck haul routes shall be established before beginning offsite contaminated media transport. Onsite truck routes shall be established to minimize or prevent movement of trucks over contaminated areas. Offsite truck routes shall be established to reduce the risk of releases of contaminated media and impact on local traffic. Avoid areas which would present unreasonable problems for a spill cleanup or undue public exposure. The Contractor shall be responsible for ensuring that loaded truck weights are within acceptable limits. All trucks shall be covered before they leave the loading area.
- F. Exclusion area layout, onsite and offsite truck routes shall be submitted to the Engineer for approval 48 hours prior to any planned activities.

3.04 TEMPORARY STORAGE OF CONTAMINATED MEDIA

- A. Contaminated media may be temporarily stored on site at the location shown on the site plan to minimize adverse impact to the construction schedule and facilitate efficient transportation of the soil to the Solid Waste Disposal or Treatment Facility.
- B. Temporary soil storage area shall be cleared leveled and rolled to allow proper placement of HDPE liner, if existing concrete floor has been removed, in such a manner so as to protect the liner from punctures or tears. After placement, material shall be covered with HDPE cover and secured such that rainfall and surface drainage is prevented from entering or affecting stored material.
- C. Temporary storage of contaminated media shall be in the exclusion zone.
- D. Adequate site security (e.g., signs, fencing as required) must be maintained to prevent unauthorized access to the contaminated media.
- E. Temporary storage of contaminated media shall not exceed 30 days without written DEQ approval.

3.05 HAULING OF CONTAMINATED MEDIA

- A. The Contractor shall comply with all applicable Federal, State or local laws, codes and ordinances, which govern or regulate contaminated media transportation. Prior to transportation, the Contractor shall obtain all the permits required and furnish all labor, materials, equipment and incidentals required for disposal
- B. The Contractor shall ensure that all drivers of vehicles hauling contaminated media have in their possession, during hauling, proof of compliance with all applicable Oregon State and local vehicle insurance requirements, valid driver's license and vehicle registration and license.
- C. The Contractor shall be responsible for informing all drivers of haul vehicles about:
 - 1. The nature of the material hauled.
 - 2. Required routes to and from the disposal site and/or disposal staging area.
 - 3. Applicable City street regulations and requirements and State of Oregon Department of Transportation codes, regulations and requirements.
 - 4. The City's requirement for proper handling and transportation of the soils.
- D. The Contractor shall not allow contaminated media to be spilled or tracked off site at any time during the project.
- E. Trucks used for the transportation of contaminated media off site shall be water tight, substance compatible, licensed, insured and permitted pursuant to federal, state and local statutes, rules, regulations and ordinances.

3.06 DISPOSAL OF CONTAMINATED MEDIA

- A. Prior to excavation, transportation and disposal, pre-approval for contaminated media acceptance shall be obtained from the Solid Waste Disposal or Treatment Facility by the Contractor and approved by the Engineer. Data collected by the Engineer or Contractor shall be presented by the Contractor to the facility to confirm that the soil can be treated or disposed of at the facility and to gain pre-approval of the soil at the facility.
- B. The Contractor shall be familiar with the analytical requirements and concentration of contaminants accepted by the Solid Waste Disposal or Treatment Facility. The Contractor is alerted to the fact that many landfills and treatment facilities have acceptance criteria that are more stringent than RCRA and State hazardous waste criteria. The Contractor shall be responsible for disposal and treatment facility negotiations, knowledge of acceptance criteria, and preparation of hazardous waste manifests, bills of lading, or other related paperwork. All such disposal activities shall require the review of the Engineer prior to actual loading and hauling.
- C. Receipts documenting disposal or treatment must be obtained by the Contractor and presented to the Engineer within 10 days of disposal or treatment.
- D. Alternatively, under the conditions of a Solid Waste Letter of Authorization (SWLA) issued by DEQ and with approval of the Engineer, soil may be disposed of at a specific fill site that is not a commercial facility licensed to accept waste. An approved SWLA must be obtained by the Contractor in advance of soil being brought to a proposed fill site.

3.07 ASBESTOS

- A. If asbestos-containing water pipe is exposed during excavation, an asbestos abatement project notification and fee must be submitted to the DEQ. The DEQ Business Office must receive the non-friable notification at least 5 days before the start of the abatement. This waiting period can be waived on a case by case basis under certain conditions.
- B. If asbestos-containing water pipe or other asbestos-containing materials are encountered, they shall be handled according to OAR 340 Chapter 248 - Asbestos Requirements.
- C. Follow the DEQ guidance document on how to properly remove non-friable asbestos-containing water pipe. Contact an asbestos staff person at one of the regional DEQ offices for a copy of the guidance document.
- D. Non-friable asbestos-containing waste material must be disposed of according to OAR 340-248-0290. Asbestos-containing water pipe must be packaged in leak-tight containers and disposed of at an authorized landfill.

- E. A waste shipment report (ASN-4) must accompany asbestos-containing water pipe at the time of disposal.

4 MEASURE AND PAYMENT

4.01 Measure

1. Volumes of media stored, transported and treated or landfilled will be by truck volumes or calculated trench volumes excavated at the Engineer's direction. In the event that discrepancies appear to exist in these methods the Engineer may direct that quantities will be determined by truck scale weights.
2. Measure of HDPE liner and covers will be actual area as directed by the Engineer.
3. Sampling, additional handling and other unforeseen or difficult to quantify effort will be measured by force account basis.

4.02 Payment

1. Payment for contaminated media handling, transportation and disposal will be paid at the unit bid rates.
2. Payment for all other items will be made at the lump sum or unit bid prices contained in the Contract.
3. Payment for unforeseen or additional work will be paid on a force account basis or, at the discretion of the Engineer, as a negotiated change order.

END OF SECTION

PART 5

Appendix

Appendix A

2.0 FINDINGS AND CONCLUSIONS

The following conclusions are based on Kleinfelder's knowledge of the subject property from our site observations and information gathered during our review. These conclusions are subject to the limitations presented in Section 4.3, and may change if additional information becomes available.

1. **SITE HISTORY:** Historical data and interviews indicated that the site has been developed since around 1910. The site originally was developed for a residential home. However, between 1929 and 1934 an auto sales and service business and a gas station had been constructed in the southern portion of the site. The original residence had been converted to a doctor's office. The current site owner, Mr. Howard Butler, stated that his uncle purchased the southern parcel around 1941 and operated the auto dealership and gas station. The gas station was torn down around 1952. The southeastern portion of the site was then built over so as to expand the old dealership building. Mr. Butler indicated that the underground storage tanks for the old gas station were probably never pulled out. Mr. Butler's uncle purchased the northern parcel in the late 1950s or early 1960s. A body shop replaced the home located on the parcel in the 1970s. The body shop went out of business in the early 1980s but reopened in 1992. Loren Berg Chevrolet purchased the dealership and began leasing the property from Mr. Butler in 1992.

2. **ASBESTOS CONTAINING MATERIALS:** During the site reconnaissance, Kleinfelder noted building materials that have the potential of containing asbestos. An asbestos survey has been conducted for the site buildings by E.H.S. Associates, dated March 26, 1997. Refer to the asbestos report for further detail. According to EPA regulations, building materials must be assumed to contain asbestos, and managed as such, unless they are sampled and proven otherwise (40 CFR 763). Federal OSHA (and Oregon OSHA) regulations require a building owner or facility operator to conduct a *due diligence* survey for "the presence, location, and quantity" of asbestos containing materials for the purposes of notifying and training their employees (and sub-contractors) of the workplace hazards (29 CFR 1910.1001). In effect, OSHA regulations require that an asbestos survey be conducted of the site buildings. The E.H.S. Associates report appears to satisfy this requirement. An asbestos survey can be used to formulate an Operations and Maintenance plan designed to notify the building's occupants of the asbestos hazards. EPA and OSHA regulations require that an asbestos survey be conducted of the site buildings prior to demolition or renovation.

3. **CHEMICAL CONTAINERS:** Regarding chemical use, storage, and container handling on site, Kleinfelder observed typical chemicals used in an auto repair and lube business. Chemicals used on the site consist of motor oil, gear oil, anti-freeze, brake cleaner, soaps, waxes, and solvent. Waste solvent is periodically serviced by an off-site vendor. The single parts washer and the hot water parts cleaner are closed systems. Anti-freeze is recycled and resold on site. Waste oil is collected in 55-gallon drums and an aboveground storage tank (AST) for periodic pick up by an off-site recycling company. Housekeeping for chemical containers is fair. Some drums were unlabeled, but the service manager generally knew the contents of their containers. Proper labeling protects worker health and safety and it aids in maintaining records so that spent compounds are properly disposed. State and federal law requires proper labeling of containers with hazardous materials. Some drums with open tops collect rain water, such as a 55-gallon drum next to the wash rack. Depending on the former contents of the drum, the addition of water to a drum with residues may increase the cost of future disposal.

4. **UNDERGROUND STORAGE TANKS:** A waste oil underground storage tank (UST) was removed from the site in October 1987. The tank was located under the roll up door for the southern lube bay. A patched area of concrete indicates the former tank location. During removal, oil contaminated soil was encountered down to approximately 9 feet below surface grade. Some extra excavation of petroleum contaminated soil had occurred, but not all the contaminated soil could be reached due to the proximity of nearby building walls. No confirmation soil samples were documented in the records that Kleinfelder reviewed. A sample collected of the groundwater around the time of the removal indicated the presence of benzene, toluene, ethylbenzene, and other volatile organic compounds. Oregon Department of Environmental Quality (DEQ) required the installation of a 24-inch slotted well in the excavation. The well was capped with a manhole cover. The well is currently in place and accessible. Absorbent pads have been periodically placed in the well to collect oil seepage entering into the well. Currently, there is a sheen on the water and there is oil staining on the inside of the well casing where the water level fluctuates. DEQ has referred the file to their Site Assessment Section. DEQ has required the site owner to assess the site and initiate remediation measures under Voluntary Cleanup, independent cleanup, or wait for DEQ cleanup. Mr. Butler has stated that he has elected to wait; thus, no subsurface characterization has been conducted. Kleinfelder considers there to be a recognized environmental condition regarding this issue.

During removal of the waste oil UST, a 2,000-gallon gasoline UST was found just south of the former waste oil tank. Removal of the UST was not possible based on its location under a building wall. The tank was abandoned in-place with concrete slurry. The 24-inch well mentioned in the previous paragraph was installed adjacent to this tank. Oil contamination from the waste oil tank apparently seeped under the gasoline tank. During the excavation work, the contractor did not note leakage from the gas tank; however, the tank was not completely exposed for a thorough inspection. Therefore, it is not known whether the gasoline UST had leaked in the past.

A heating oil UST was located outside the north wall of the Main Service Bay. The tank is reportedly empty and no longer in operation. There is a potential recognized environmental condition regarding this issue.

As mentioned above in the Site History summary, an old gas station operated on the site from the early 1930s to approximately 1952. Mr. Butler speculated that the former USTs had never been pulled during the demolition of the gas station and the expansion of the dealership building over that part of the site.

5. **DRAINS & SUMPS:** Two concrete-lined sumps in the Main Service Bay and Lube Bay were decommissioned in 1992. The drains in the sumps were connected to the sanitary sewer. No characterization of underlying soils has been conducted. The wash rack drain is still connected to the sanitary sewer. Five site catch basins and one drain are interconnected and flow to the street gutter. Only one of these catch basins and one drain are located outside for storm water collection. The inside catch basins appear somewhat clogged with debris. Effluent is routed to the City's storm water system. There is a potential that surface water run off or hosing down the shop floor can cause petroleum compounds to be discharged to the storm water system; however, because effluent is not collected and held on the site, this probably is not a significant threat to the site soil. The service manager provided Kleinfelder a copy of their periodic sampling of effluent for their National Pollution Discharge Elimination System (NPDES) permit. It appears that the analytical results shows that the site's effluent is within the acceptable parameters of the permit (based on the last three monitoring events). At this time, Kleinfelder does not consider this issue to represent a recognized environmental condition.

3.0 RECOMMENDATIONS

Kleinfelder's Phase I Environmental Site Assessment revealed recognized environmental conditions resulting from current or historical on-site activities. The following recommendations are presented to assess the significance of the risk associated with these environmental conditions.

1. **UNDERGROUND STORAGE TANKS:** Because DEQ has identified the subject site as having soil and groundwater contamination and has required an assessment and cleanup, Kleinfelder recommends a sampling program to evaluate conditions in subsurface soils and groundwater related to petroleum hydrocarbons and volatile organic compounds. The focus of the investigation appears necessary around the former waste oil UST location and remaining gasoline UST. Furthermore, because of the former gas station on the southeastern corner of the site, Kleinfelder also recommends a geophysical survey and subsurface exploration to assess whether USTs are still located under the building and whether contamination exists. Since an empty heating oil UST is present on the site, Kleinfelder recommends that the location be delineated by a geophysical survey and subsurface soil exploration be conducted to assess whether the tank had leaked in the past. If the site is purchased, the heating oil UST should be properly decommissioned. It should be recognized that if the site buildings are demolished in the future, remediation of petroleum contaminated soil located near the former waste oil UST will likely be required.
2. **SOLVENTS IN GROUNDWATER:** Chlorinated solvents have been detected in groundwater at the site. The chemicals may be from an on-site release or may have migrated to the subject property from an off-site release. Kleinfelder recommends that groundwater be characterized at the site and three monitoring wells installed to establish groundwater flow direction. The subsurface exploration described above can be designed to address targeted site features (e.g., old gas station, former waste oil tank, etc.) and general groundwater conditions.
3. **ASBESTOS CONTAINING MATERIALS:** Since asbestos containing building materials are present in the building, an abatement plan must be designed and the materials removed before future renovation or demolition.
4. **CHEMICAL CONTAINERS:** Chemicals container located on the site must be properly labeled as to their current contents. It is also helpful for waste accumulation containers to be labeled with the date accumulation begins and the approximate quantity of material in the container. Chemicals that that will not be used for business operations should be properly recycled or disposed (e.g., "bad gas"). Chemical containers where the contents are not known, such as the drum next to the wash rack, should be characterized and properly recycled or disposed. Flammables should be placed in fireproof lockers. An emergency response cleanup kit should be present in the shop for accidental spills. Other chemical housekeeping practices may be appropriate. Prior to purchase of the site, Kleinfelder recommends that all chemicals and chemical containers be removed from the site by the dealership.
5. **WASH RACK AREA:** Although a release has not been documented in this area, Kleinfelder recommends a subsurface investigation to characterize soils and groundwater (if encountered) where unpaved ground is exposed.
6. **HYDRAULIC HOISTS:** Because there is interview information indicating that one or more of the hydraulic hoists may have leaked hydraulic oil in the past, Kleinfelder

recommends investigating the subsurface soil adjacent to the three "closed" lifts. If the site buildings are demolished in the future, the lifts should be removed and properly disposed.

7. **PCB CONTAINING LIGHT BALLASTS:** PCB-containing ballasts must be properly handled and disposed prior to demolition of the site buildings or if the fixtures are replaced.

LIMITED ASBESTOS INSPECTION

**ROOF AND EXTERIOR SURFACES
BUTLER CHEVROLET PROPERTY
411 E FIRST STREET
NEWBERG, OREGON 97132**

Prepared for:

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AHERA Building Inspector

March 2003



ENVIRONMENTAL CONSULTING

EXECUTIVE SUMMARY

On March 7 and 20, 2003, Ktec LLC was given the opportunity to perform a limited asbestos inspection of the roof and exterior surfacing material at the Butler Chevrolet facility located at 411 E First Street in Newberg, Or for the City of Newberg.

A total of fourteen (14) samples were taken, (roofing, mortar, chimney flashing, exhaust flashing, parapet coating, brick and coating, putty, and plaster coating) and analyzed by Polarized Light Microcopy. Analysis indicated that ten of the samples contained asbestos; the chimney flashing, exhaust flashing, and various roofing layers. The remaining samples did not show asbestos containing material, or contained <1% asbestos..

During the March 2003 inspection, it was determined that suspect materials were present in the:

- Chimney Flashing tar
- Exhaust Flashing tar
- Roofing - various tar layers

Nonfriable and petroleum-based asbestos-containing roofing materials in good condition are exempt from many DEQ rules. You **do not** need to be a DEQ licensed asbestos contractor or DEQ certified asbestos worker to remove these materials. If you remove asbestos-containing roofing materials, the roofing materials should remain in nonfriable condition. The DEQ has provided a guide providing information on removing nonfriable asbestos-containing roofing materials (Attachement 1 A Guide for Meeting DEQ Rules HOW TO REMOVE NONFRIABLE ASBESTOS-CONTAINING ROOFING MATERIALS).

Due to the physical limitations inherent in sampling this structure, not all areas were accessible. It is possible and probable that additional ACM will be found during demolition within these inaccessible area.

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Appendicies

Attachement 1	A Guide for Meeting DEQ Rules HOW TO REMOVE NONFRIABLE ASBESTOS-CONTAINING ROOFING MATERIALS
Attachment 2	AHERA Certification
Attachment 3	Analytical Results
Attachment 4	Site Photos

Limited Asbestos Inspection
Roof and Exterior Surfacing Material
Butler Chevrolet Facility
411 E First Street
Newberg, Oregon

1 Introduction

The facility was inspected March 7 and 20, 2003, by Ktec LLC certified AHERA inspector Kathleen Thorpe (Attachment 2 AHERA Certification) to determine if any suspect asbestos containing material was present in the Roof and Exterior Surfacing Material at the Butler Chevrolet facility located at 411 E First Street in Newberg, Or. The purpose of this inspection was limited to assessing potential asbestos containing material (ACM) associated with the preparation of the exterior of the structure for removal by demolition.

During the inspection, it was determined that ten of the samples contained asbestos; the chimney flashing, exhaust flashing, and various roofing layers. The remaining samples did not show asbestos containing material, or contained <1% asbestos..

2 Sampling Protocol

Normal asbestos sampling procedures were used during the sampling, including wetting dust creating materials prior to taking the sample. In order to determine if a building material is asbestos containing, a bulk sample is necessary.

Bulk samples are to be analyzed by EPA method 600 M4; Polarized Light Microscopy. After receiving the analysis results, an area is considered to contain asbestos if asbestos is present in any sample in a concentration greater than one percent (1%).

The fourteen (14) samples were delivered, under chain-of-custody, to Marilyn Bull, of Bullseye Precision Analytical & Environmental Services PO Box 28, Rickreall, Oregon for analysis.

3 Results

3.1 Results of Analysis

As summarized in table 1 (following), results of analysis identified asbestos in the chimney flashing tar, exhaust flashing tar, and in various tar layers of roofing samples (Attachment 3 Analytical Results). Asbestos was found bound in various tar materials and was determined to be nonfriable.

Table 1
 Butler Chevrolet
 411 E First Street
 Newberg, OR 97303
 Bulk Asbestos Survey Results
 Sampled March 2003

Photo Figure	Field Sample Number	Lab Sample Number	Location / Description	Asbestos Containing 1% or >	Type	Total %
1	1	5776-1a	Roofing/ North, Butler Bldg	<1%		<1%
1	1	5776-1b	Roofing/ North, Butler Bldg	No Asbestos Detected		
3	2	5776-2	Mortar/Chimney Butler Bldg	No Asbestos Detected		
3	3	5776-3	Chimney Flashing/Chimney (embedded in tar)	Asbestos Containing	Chrysotile Nonfriable	15
	4	5776-4	Exhaust Flashing/Butler Bldg (embedded in tar)	Asbestos Containing	Chrysotile Nonfriable	10
	5	5776-5	Roofing/Middle Butler Bldg	No Asbestos Detected		
4	6	5776-6	Parapet Coating/Butler Bldy	No Asbestos Detected		
7	7	5776-7	Brick & Coating/Old North Exterior Wall	No Asbestos Detected		
6	8	5776-8a	Brick, Coating, Plaster/East Wall, NE Corner Brick	No Asbestos Detected		
6	8	5776-8b	White Putty/ East Wall, NE Corner Brick	No Asbestos Detected		
7	9	5776-9	Plaster Coating/North Wall	No Asbestos Detected		

Table 1
Butler Chevrolet
411 E First Street
Newberg, OR 97303
Bulk Asbestos Survey Results
Sampled March 2003

Photo Figure	Field Sample Number	Lab Sample Number	Location / Description	Asbestos Containing 1% or >	Type	Total %
	10	5807-1a	Roof - North	No Asbestos Detected		
	10	5807-1b	Roof - North (embedded in tar)	Asbestos Containing	Chrysotile Nonfriable	7
	10	5807-1c	Roof - North	No Asbestos Detected		
	10	5807-1d	Roof - North	No Asbestos Detected		
	11	5807-2a	Roof - East	No Asbestos Detected		
	11	5807-2b	Roof - East (embedded in tar)	Asbestos Containing	Chrysotile Nonfriable	28
	11	5807-2c	Roof - East	No Asbestos Detected		
	11	5807-2d	Roof - East (embedded in tar)	Asbestos Containing	Chrysotile Nonfriable	5
	11	5807-2e	Roof - East	No Asbestos Detected		
	12	5807-3a	Roof - South	No Asbestos Detected		
	12	5807-3b	Roof - South	No Asbestos Detected		

Table 1
Butler Chevrolet
411 E First Street
Newberg, OR 97303
Bulk Asbestos Survey Results
Sampled March 2003

Photo Figure	Field Sample Number	Lab Sample Number	Location / Description	Asbestos Containing 1% or >	Type	Total %
	12	5807-3c	Roof - South	No Asbestos Detected		
	12	5807-3d	Roof - South	No Asbestos Detected		
	12	5807-3e	Roof - South (embedded in tar)	Asbestos Containing	Chrysotile Nonfriable	7
	12	5807-3f	Roof - South	No Asbestos Detected		
	12	5807-3g	Roof - South	No Asbestos Detected		
	13	5807-4a	Roof - West (embedded in tar)	Asbestos Containing	Chrysotile Nonfriable	45
	13	5807-4b	Roof - West (embedded in tar)	Asbestos Containing	Chrysotile Nonfriable	7
	13	5807-4c	Roof - West	<1%		<1%
	13	5807-4d	Roof - West (embedded in tar)	Asbestos Containing	Chrysotile Nonfriable	35
	13	5807-4e	Roof - West	No Asbestos Detected		
5	14	5807-5a	Roof - Center	No Asbestos Detected		
5	14	5807-5b	Roof - Center	<1%		<1%

Table 1
 Butler Chevrolet
 411 E First Street
 Newberg, OR 97303
 Bulk Asbestos Survey Results
 Sampled March 2003

Photo Figure	Field Sample Number	Lab Sample Number	Location / Description	Asbestos Containing 1% or >	Type	Total %
	14	5807-5c	Roof - Center	No Asbestos Detected		
	14	5807-5d	Roof - Center (embedded in tar)	Asbestos Containing	Chrysotile Nonfriable	5
	14	5807-5e	Roof - Center	No Asbestos Detected		

(Attachment 4 Site Photos)

4 Conclusions

On March 7 and 20, 2003, Ktec LLC was given the opportunity to perform a limited asbestos inspection of the roof and exterior surfacing material at the Butler Chevrolet facility located at 411 E First Street in Newberg, Or for the City of Newberg.

A total of fourteen (14) samples were taken, (roofing, mortar, chimney flashing, exhaust flashing, parapet coating, brick and coating, putty, and plaster coating) and analyzed by Polarized Light Microcopy. Analysis indicated that ten of the samples contained asbestos; the chimney flashing, exhaust flashing, and various roofing layers. The remaining samples did not show asbestos containing material, or contained <1% asbestos..

During the March 2003 inspection, it was determined that suspect materials were present in the:

- Chimney Flashing tar
- Exhaust Flashing tar
- Roofing - various tar layers

Nonfriable and petroleum-based asbestos-containing roofing materials in good condition are exempt from many DEQ rules. You **do not** need to be a DEQ licensed asbestos contractor or DEQ certified asbestos worker to remove these materials. If you remove asbestos-containing roofing materials, the roofing materials should remain in nonfriable condition. The DEQ has

provided a guide providing information on removing nonfriable asbestos-containing roofing materials (Attachement 1 A Guide for Meeting DEQ Rules HOW TO REMOVE NONFRIABLE ASBESTOS-CONTAINING ROOFING MATERIALS).

Due to the physical limitations inherent in sampling this structure, not all areas were accessible. It is possible and probable that additional ACM will be found during demolition within these inaccessible area.

5 Limitations:

The investigation which lead to this characterization and report was performed in accordance with generally accepted practices of environmental consultants in Salem, Oregon. Ktec's investigation which lead to this report is based upon its judgement concerning the limited data gathered from or about the site. The validity of the conclusions stated in the report are limited by conditions at the site, and the availability of information about the site. This report does not constitute a warranty that the property is free of contamination.

To the extent that the site conditions or budget limitations prevent comprehensive review of all conditions on the site, the report assumes that no contamination will be found where investigation is not possible, except where noted in the report. This report is valid only for conditions on the date(s) of investigation and cannot confirm conditions after that date.

Should this report prove to be inaccurate in any way, under no circumstances shall Ktec be liable for special or consequential damages any claim arising out of this report. Observations and findings must not be considered as scientific certainties, but rather as opinions based on our professional judgment concerning the significance of the limited data gathered during the course of this report.

The observations, interpretations, and recommendations presented in this report are based on the assumption that the conditions do not vary from those found during the course of the investigation at the subject site. Changes in the conditions of the subject property, neighboring properties, or changes in applicable standards can occur with the passage of time whether they result from natural processes, legislation, or the broadening of knowledge. Accordingly, the observations and findings presented in this report may be invalidated by changes outside of our control.

No other warranty, expressed or implied, is made. Specifically, Ktec does not and cannot represent that the site contains no hazardous or toxic materials, products, or other latent condition(s) beyond those observed during the site work. It is conceivable that not all hazardous or toxic materials or conditions will be identified during the remedial process, due to inaccessibility of materials, encapsulations, enclosures, or other factors. Ktec is not responsible for materials or conditions within spaces or areas that are concealed from view and/or access

during the site work, whether that concealment is purposeful or inadvertent.

ATTACHMENT 1

A Guide for Meeting DEQ Rules

HOW TO REMOVE NONFRIABLE ASBESTOS-CONTAINING ROOFING MATERIALS



A Guide for Meeting DEQ Rules

HOW TO REMOVE NONFRIABLE ASBESTOS-CONTAINING ROOFING MATERIALS

Exposure to asbestos fibers can result in severe health impacts and the Department of Environmental Quality (DEQ) regulates the removal, handling and disposal of asbestos-containing materials (ACM) during construction, remodeling, and demolition. This document outlines handling procedures for removing asbestos-containing roofing products.

The safest way to handle asbestos roofing is to make sure the material stays in a nonfriable condition. Friable asbestos materials will easily release fibers when crushed. Nonfriable asbestos materials have a binder that holds the asbestos fibers within a solid matrix and will not allow asbestos fibers to release easily, unless mishandled, damaged, or in badly weathered condition. In most cases, asbestos-containing roofing products are considered nonfriable.

Nonfriable and petroleum-based asbestos-containing roofing materials in good condition are exempt from many DEQ rules. You **do not** need to be a DEQ licensed asbestos contractor or DEQ certified asbestos worker to remove these materials. If you remove asbestos-containing roofing materials following this guide, the roofing materials should remain in nonfriable condition.

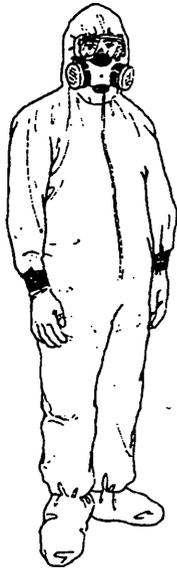
Nonfriable materials must be handled, transported, and disposed of in a way that prevents it from becoming friable and potentially releasing asbestos fibers. For more information about these rules or if you have questions, contact DEQ at one of the following regional offices:

Portland Office (503) 229-5982, (503) 229-5364, (503) 229-5473 or (800) 452-4011
Salem Office at (503) 378-8240, ext. 272 or (800) 349-7677
Medford Office at (541) 776-6010, ext. 235 or (877) 823-3216
Coos Bay Office at (541) 269-2721, ext. 22
Bend Office at (541) 388-6146, ext. 226
Pendleton Office at (541) 278-4626

When handling this material in schools (K-12), contractors should be aware of U.S. Environmental Protection Agency (EPA) Asbestos Hazard Emergency Response Act (AHERA) rules. Contact the EPA's regional office for more information at (800) 424-4372.

Oregon Occupational Safety and Health Administration (OR-OSHA) has rules about worker training, building surveys, and the safe handling of non-friable asbestos. (See OAR 437, Division 3, Construction.) Contact OR-OSHA at (503) 378-3272, for current rule and policy information.

SAFETY EQUIPMENT



Respirator: The DEQ suggests you purchase and use a dual cartridge respirator equipped with two HEPA (high efficiency particulate air) filters for use on this project. The HEPA cartridges are color-coded purple or magenta. Ask your vendor for a fit test to make sure that your respirator fits properly.

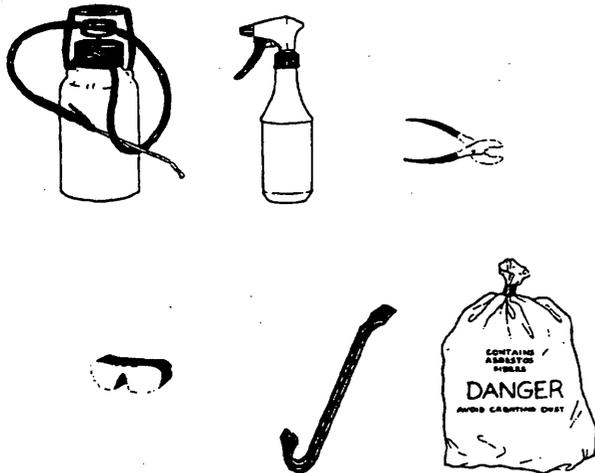
NOTE: *Oregon OSHA may require contractors to provide training, respirators, and other safety equipment to their employees during projects where asbestos is being removed.*

Eye Protection: Each person removing asbestos roofing should wear non-fogging goggles or safety glasses.

Coveralls: You may want to obtain tyvek (paper) coveralls to keep dust off your clothing.

Boots: Laceless, pull-on type rubber boots are advised to protect your feet from sharp edges and nails. Rubber boots can be washed to remove asbestos contamination.

TOOLS



- ◆ A garden type water sprayer or a garden hose
- ◆ A two inch wide flat "L" shaped pry bar.
- ◆ Nail puller, vise grip, pliers, or others means of removing nails
- ◆ Heavy duty wire cutters
- ◆ 3 to 6-mil thick plastic sheeting
- ◆ Leaktight containers for storage and disposal
- ◆ Shovel or flat scraper for lifting roofing

THE WORK WILL BE DIFFICULT

Even under the best conditions these projects are physically demanding and potentially dangerous. The following are some of the problems you will be faced with:

- ◆ Breathing through a respirator is difficult and places extra stress on the heart and lungs.
- ◆ Coveralls can be hot and hard to move around in.
- ◆ Work will involve the use of ladders to get to roof areas.
- ◆ Goggles and safety glasses reduce visibility and field of vision.
- ◆ Care must be taken around electric wires because water is being used to keep the asbestos wet.
- ◆ The work area will be slick from wetting and become a slip/trip hazard.

A. PROCEDURES FOR THE ABATEMENT OF PETROLEUM BASED ROOFING MATERIALS

Asbestos roofing materials that are encapsulated in a petroleum-based binder may be exempt from many of the DEQ abatement rules under OAR 340-248-0010 through -0290 provided they are not in hard, dry, brittle or badly weathered condition. All asbestos-containing or contaminated roofing waste must be taken to a landfill authorized to handle asbestos waste. Packaging may not be required for asbestos-containing petroleum based roofing waste; however, many landfills do require special packaging for asbestos roofing. DEQ suggests you fill out a waste shipment report form ASN 4 for asbestos waste transport and give it to the landfill upon arrival.

B. PROCEDURES FOR THE ABATEMENT OF NONFRIABLE ASBESTOS ROOFING

The method of removal cannot shatter, crumble, pulverize, or reduce the material to dust. Sanding, sawing, grinding, chipping, and the use of power tools are not allowed. If this guide is used, licensing as a DEQ asbestos contractor and DEQ worker certification are not needed.

1. File a DEQ notification ASN 6 and pay the nonfriable fee as outlined in OAR 340-248-0260. *If you are the owner occupant of a single-family dwelling doing asbestos removal on the home you live in, you do not need to file a notification.*
2. Keep the materials wet while you remove them. This can be done using a water hose, garden sprayer, spray bottles, or any other method that keeps the material wet. **Wetting prevents asbestos fiber migration during removal.**
3. If this is a cement type roof, obtain and follow DEQ's guidance for removal of asbestos-containing cement products.
4. If this is another type of nonfriable roof, remove the materials in a way that prevents or eliminates damage and fiber release. Place the asbestos material on the ground or in separate containers to prevent more damage. Put plastic under the work area to catch smaller pieces that fall.
5. Take roofing materials off in *whole pieces*, **do not** break or damage material on purpose.

6. DEQ suggests you put nonfriable roofing in leaktight containers labeling each container with the statement "Danger Asbestos Containing Material". Dispose of all asbestos waste at a landfill that has been authorized to handle asbestos waste. The DEQ advises you to contact the landfill before you remove asbestos, so you can find out what that landfill's disposal needs are. Many landfills require special packaging for asbestos roofing. DEQ also suggests you fill out a waste shipment report form ASN 4 for asbestos waste transport and give it to the landfill upon arrival. **DEQ rules do not allow on-site burial of asbestos materials. Nonfriable asbestos waste may not be used as clean fill.**

NOTE: *The DEQ knows that some breakage and damage will occur during this process. However, that breakage will be minimized or eliminated if you follow this guide.*

C. USE THE FOLLOWING PROCEDURES WHEN THE ASBESTOS-CONTAINING ROOFING IS FRIABLE OR BECOMES FRIABLE DURING REMOVAL

If the asbestos roofing is shattered, damaged, badly weathered, hard, dry, or in brittle condition, the material is friable and has the potential to release dust and asbestos fibers. Asbestos-containing paper under wood shingles (commonly called Niccolite) is considered friable. Friable asbestos materials must be removed by a **DEQ licensed asbestos contractor using DEQ certified workers.**

All asbestos abatement rules under OAR 340-248-0010 through -0280 must be followed. A friable asbestos notification and fee must be filed with the DEQ as outlined in OAR 340-248-0260, for more information contact DEQ.

D. BUILDING DEMOLITION WHERE ASBESTOS ROOFING PRODUCTS ARE PRESENT.

All asbestos-containing materials must be removed from buildings before they are demolished.

1. **Before demolition a survey must be performed by an accredited inspector to determine the presence of ACM.**
2. If the structure is to be demolished or intentionally burned, all asbestos materials must be removed before demolition or intentional burning may take place.
3. If the roofing materials have a petroleum based binder and are in good condition, still pliable, and not weathered the procedures in section "A" above apply:
4. If the roofing to be removed is in nonfriable condition, the work practices in section "B" above must be used.
5. If the roofing is in friable condition, shattered, dry, brittle, or badly weathered, then the procedures in section "C" above apply.

Asbestos Advisory DEQ's Building Survey Requirement



State of Oregon
Department of
Environmental
Quality

Air Quality
811 SW 6th Avenue
Portland, OR 97204
Phone: (503) 229-5359
(800) 452-4011
Fax: (503) 229-5675
www.deq.state.or.us

What is the survey requirement?

DEQ's survey rule requires that an inspection be performed before any demolition or renovation activities to determine the presence of friable and nonfriable asbestos-containing materials (ACMs). DEQ believes this rule will be an important preventive tool that will allow a building owner to prevent asbestos fiber exposure when ACM is in or on their facility.

Who must get a survey done?

All facility owners, including but not limited to manufacturing facilities, public and private building owners, commercial facilities, apartment complexes, residential buildings with more than four dwelling units, etc., undertaking a demolition or renovation project will be affected by this rule.

The survey rule does not apply to residential buildings with four or fewer dwelling units or a single private residence that is not used as a commercial business. However, contractors and building owners or operators are responsible for any asbestos rule violations that may occur from renovation or demolition work in or on their structure whether a survey is performed or not.

What is a demolition or renovation project?

Demolition is defined as wrecking that involves the removal of load-supporting members and/or intentional burning. Renovation is defined as altering in any way one or more facility components that does not involve removing a load-supporting member.

Who can perform the survey?

The rule requires that an accredited inspector perform the survey. DEQ wants to ensure that the individual doing the inspection is qualified and understands what they need to look for to complete the survey. This training is in accordance with the Asbestos Hazard Emergency Response Act (AHERA) program regulations and the Model Accreditation Program training rules in 40 CFR Part 763.

In Oregon there are two service providers that offer the AHERA training courses: Clayton Environmental in Portland at (971) 244-1200 and PBS Environmental Building Consultants at (503) 248-1939. The inspector training is three days.

What does DEQ mean by survey?

Generally, DEQ will require a sample of each type of material suspected to be ACM be collected and analyzed before any demolition or renovation project takes place. DEQ will not require the inspector to conduct an AHERA type survey. AHERA surveys can be restrictive and expensive because of the detailed and extensive amount of sampling and evaluation necessary. DEQ will continue to rely upon the types of surveys and sampling it has recommended in the past.

For example: When complete demolition or extensive renovation is to be conducted, a complete building survey will be required. If only a partial renovation activity is to take place, such as a kitchen remodel, then only that area of the structure requires a survey. If a single material, such as sheet vinyl floor is to be removed and replaced then only one sample (each layer if applicable) will need to be collected (an accredited inspector need not be used to sample when a single material is involved) and analyzed. When the suspected material involves either blown or troweled on surfacing materials (i.e. ceiling texture), the DEQ recommends that more than one sample be collected and analyzed.

A copy of the survey report (or just a lab analysis report when appropriate) must be kept onsite during the demolition or renovation project. A survey report includes documentation of all of the samples collected, locations of where the samples were collected, results of the laboratory analysis and an evaluation of the materials to assess their condition (friable or nonfriable) if applicable. Please keep in mind that a survey is not a 100% guarantee that all ACMs have been identified. Discoverable materials can be found in areas which were not accessible during the survey (i.e. such as behind walls, under carpet, etc.). During the demolition and renovation activities, an appropriately trained person should be on site and attentive for the discovery of ACMs.

When is a survey not required?

Anyone may presume that a single material contains asbestos and have it properly abated without conducting a survey. DEQ has discretion

to approve alternatives to the asbestos requirements under OAR 340-248-0270(12). Such an alternative could allow an owner or operator to assume that all suspect materials contain asbestos. In this instance, the owner or operator must contact DEQ before starting the project to obtain permission to use that method of identification.

Materials that commonly contain asbestos, such as popcorn ceiling texture, cement siding, and vinyl floor tile, are candidates for materials that may be presumed to contain asbestos and properly abated in accordance with the rules.

However, you cannot assume that a material does not contain asbestos. Only through laboratory analysis can a negative determination be made. DEQ can provide a list of materials suspected to contain asbestos. There may be times where DEQ asbestos staff will need to make a determination about your situation on a case by case basis.

When will a survey always be required?

A survey will be required for all public and private buildings and residential structures with more than four dwelling units before renovation, demolition, or intentional burning unless otherwise exempted. DEQ strongly recommends that building owners determine if asbestos is present in all buildings (residential or commercial) before conducting any demolition or before having a structure intentionally burned.

When will these requirements take effect?

The rules were adopted by the Environmental Quality Commission (EQC) on January 25, 2002, and the rules became effective on February 4, 2002. A large number of the facility and building owners are already aware of the existing EPA and OSHA building survey requirements.

Copies of the guidance document, building survey Fact Sheet, consultant, laboratory, abatement contractor and landfill lists, project notification and waste shipment reports can be found on the DEQ web page at www.deq.state.or.us/aq/asbestos. For further information about the asbestos regulations, contact a regional office.

For Clackamas, Clatsop, Columbia, Multnomah, Tillamook and Washington Counties, call the Portland Office at (503) 229-5364, (503) 229-5473, or (800) 452-4011.

For Benton, Lincoln, Linn, Marion, Polk and Yamhill Counties, call the Salem Office at (503) 378-8240, ext. 272 or (800) 349-7677.

For Lane County call Lane Regional Air Pollution Authority at (541) 736-1056.

For Jackson, Josephine and Eastern Douglas Counties, call the Medford Office at (541) 776-6010, ext. 235 or (877) 823-3216.

For Coos, Curry and Western Douglas Counties, call the Coos Bay Office at (541) 269-2721, ext. 22.

For all areas east of the Cascades, call the Bend Office at (541) 388-6146, ext. 226, or the Pendleton Office at (541) 278-4626 or at 1-800-304-3513.

Alternative Formats

Alternative formats of this document can be made available. Contact DEQ Public Affairs for more information (503) 229-5696.

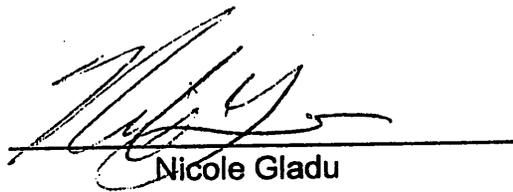
ATTACHMENT 2

AHERA Certification

Certificate of Completion

Kathleen J. Thorpe

has successfully completed the requisite training for
accreditation under TSCA Title II
EPA AHERA (Asbestos Hazard Emergency Response Act),
and ASHARA Model Accreditation Program requirements for
AHERA INSPECTOR REFRESHER
as presented by
Clayton Group Services, Inc.



Nicole Gladu
INSTRUCTOR

Course Date: 05/21/02

Certification # 02-1148

Certificate Expiration Date: 05/21/03



Clayton Group Services, Inc. 1500 NE Irving, Suite 440, Portland, Oregon 97232 •(971) 244-1200 •fax (971) 244-1209

ATTACHMENT 3

Laboratory Report and
Chain-of-Custody

Client: Ktec

Location: City of Newberg - Butler Building, 411 E 1st,

Log # 5776

Sample Number: 1		Source: Roofing		Field Location: North, Butler Bldg.	
Lab #	5776-1a	Layer 1	<i><1% Asbestos</i>		<i>Nonfriable (silver)</i>
MATERIAL DESCRIPTION: Outer layer of silver asphaltic coating composed of aluminum pigments, mineral grains, wollastonite fibers, cellulose, and sparse wavy chrysotile fiber bundles in a tar binder.		ASBESTOS TYPE AND PERCENT: Chrysotile <1% of silver <<1% total		% OTHER FIBERS: Cellulose (silver) 1-2% Wollastonite (silver) 3	
				% NONFIBROUS COMPONENTS: Fillers, pigments, tar (silver) 95	

Sample Number: 1		Source: Roofing		Field Location: North, Butler Bldg.	
Lab #	5776-1b	Layer 2	<i>No Asbestos Detected</i>		<i>Disaggregated Upon Sampling</i>
MATERIAL DESCRIPTION: Tar layers containing mineral grains and thin colorless glass fibers and long flexible synthetic fibers.				% OTHER FIBERS: Cellulose trace Glass Fiber 10 Synthetic 5	
				% NONFIBROUS COMPONENTS: Tar, mineral grains 85	

Sample Number: 2		Source: Mortar		Field Location: Chimney, Butler Bldg.	
Lab #	5776-2	<i>No Asbestos Detected</i>		<i>Nonfriable</i>	
MATERIAL DESCRIPTION: Hard gray mortar containing various colored sand grains and sparse white cellulose fibers in a white lime binder.				% OTHER FIBERS: Cellulose trace	
				% NONFIBROUS COMPONENTS: Mineral fillers, lime binders 70 Sand 30	

Sample Number: 3		Source: Chimney Flashing		Field Location: Butler Building	
Lab #	5776-3	<i>Asbestos Containing</i>		<i>Disaggregated Upon Sampling</i>	
MATERIAL DESCRIPTION: Black tar with embedded layer of loosely woven glass fibers. The tar contains wavy chrysotile fiber bundles and small amounts of mineral grains and cellulose fibers. Outer surfaces weather to a silver gray color.		ASBESTOS TYPE AND PERCENT: Chrysotile 15		% OTHER FIBERS: Cellulose 2 Glass Fiber 10	
				% NONFIBROUS COMPONENTS: Mineral grains 5 Tar 68	

Client: Ktec

Location: City of Newberg - Butler Building, 411 E 1st,

Log # 5776

Sample Number: 4	Source: Exhaust Flashing	Field Location: Butler Building
Lab # 5776-4	<i>Asbestos Containing</i>	<i>Disaggregated Upon Sampling</i>
MATERIAL DESCRIPTION: Black tar with wavy chrysotile fiber bundles and small amounts of mineral grains and cellulose fibers. One thin layer with sanded surface contains glass fibers. Silver asphaltic coating on the upper surface is composed of aluminum pigments, mineral grains, and wollastonite fibers in a tar binder.	ASBESTOS TYPE AND PERCENT: Chrysotile 10	% OTHER FIBERS: Cellulose 2 Glass Fiber 2 Wollastonite (silver) 3 % NONFIBROUS COMPONENTS: Mineral grains 8 Tar 78 Pigments, filler, tar (silver) 97

Sample Number: 5	Source: Roofing	Field Location: Middle, Butler Bldg.
Lab # 5776-5	<i>No Asbestos Detected</i>	<i>Disaggregated Upon Sampling</i>
MATERIAL DESCRIPTION: Tar layers containing mineral grains and thin colorless glass fibers and long flexible synthetic fibers. Outer layer of silver asphaltic coating containing wollastonite fibers, mineral grains, and sparse cellulose fibers. White sand embedded into under side of sample.		% OTHER FIBERS: Cellulose trace Glass Fiber 10 Synthetic 5 Wollastonite (silver) 4 Cellulose (silver) 1 % NONFIBROUS COMPONENTS: Tar, mineral grains 85 Tar, pigments, mineral (silver) 95

Sample Number: 6	Source: Parapet Coating	Field Location: Butler Bldg.
Lab # 5776-6	<i>No Asbestos Detected</i>	<i>Nonfriable</i>
MATERIAL DESCRIPTION: Tar layers containing long colorless synthetic fibers and mineral grain fillers. Outer silver surface coating composed of aluminum pigments, mineral grains, wollastonite fibers, and sparse cellulose fibers in a tar binder. Traces of red paint on the bottom of the sample.		% OTHER FIBERS: Cellulose trace Synthetic 10 Wollastonite (silver) 3 % NONFIBROUS COMPONENTS: Mineral fillers 13 Tar, binders 77 Pigments, fillers, tar (silver) 97

Sample Number: 7	Source: Brick & Coating	Field Location: Old North Exterior Wall
Lab # 5776-7	<i>No Asbestos Detected</i>	
MATERIAL DESCRIPTION: Red brick containing mineral grain fillers. Cellulose fibers and spider silk on outer surfaces. Thin white coating is a lime and gypsum plaster containing mineral grains and short cellulose fibers. Outermost layer of white paint composed of pigments, mineral fillers, and binders.		% OTHER FIBERS: Cellulose (white) 4 % NONFIBROUS COMPONENTS: Lime, gypsum, filler (white) 96 Pigments, fillers, binders (paint) ~100 Mineral filler, binders (brick) ~100

Client: Ktec

Location: City of Newberg - Butler Building, 411 E 1st,

Log # 5776

Sample Number: 8	Source: Brick, Coating, Plaster	Field Location: East Wall, NE Corner Brick
Lab # 5776-8a	Layer 1	<i>No Asbestos Detected</i>
MATERIAL DESCRIPTION: Gray brick containing sand fillers in a cement binder. Cellulose fibers and spider silk on outer surfaces. Thin outer light brick-red coating contains fine sand grains in a binder. Outer layer of white mud composed primarily of gypsum and talc. Outermost layer of brick red paint composed of mineral fillers, pigments, and binders.		% OTHER FIBERS: Cellulose (all) trace % NONFIBROUS COMPONENTS: Mineral fillers, binder (gray) ~100 Mineral fillers, binders (red) ~100 Mineral filler, binders (mud) ~100 Pigments, fillers, binders (paint) ~100
Sample Number: 8	Source: White Putty	Field Location: East Wall, NE Corner Brick
Lab # 5776-8b	Layer 2	<i>No Asbestos Detected</i>
MATERIAL DESCRIPTION: A white putty containing fine sand grains and mineral fillers in a flexible binder.		% OTHER FIBERS: Cellulose trace % NONFIBROUS COMPONENTS: Fillers & binders ~100
Sample Number: 9	Source: Plaster Coating	Field Location: North Wall
Lab # 5776-9		<i>No Asbestos Detected</i>
MATERIAL DESCRIPTION: A thin layer of white mud composed of mineral fillers and binders. Outer layers of paint (white, brick-red, white) followed by a very thin layer of textured white putty and an outermost layer of white paint.		% OTHER FIBERS: Cellulose (all) trace % NONFIBROUS COMPONENTS: Mineral fillers, binders (mud) ~100 Pigments, fillers, binders (paint) ~100



ENVIRONMENTAL CONSULTING

5583 Basil St. NE
Salem, OR 97301
phone 503 589-4311
fax 503 588-2408

CHAIN OF CUSTODY
ASBESTOS

LOG #
JOB #
PO #

5776
104/1105

Project Name City of Newberg - Butler Building
Project Location 411 E 1st St
Newberg, OR

Contact Person / Project Manager Kathleen Thorpe
Company Ktec
Address 5583 Basil St NE
Salem, OR
Phone 503 589-4311 Fax 503 588-2408

Turn Around
Normal X
Rush _____ (specify)

Shipping Method to Lab _____

Sample #	Date	Source	Field Location	Field Condition	Lab Sample No.
1	3/7/2003	Roof	North - roofing material	Friable	5776-1
2	3/7/2003	Roof	Chimney mortar	Poor	5776-2
3	3/7/2003	Roof	Chimney flashing	Poor	5776-3
4	3/7/2003	Roof	Exhaust flashing	Poor	5776-4
5	3/7/2003	Roof	Roof - middle	Poor	5776-5
6	3/7/2003	Roof	Parapet coating	Poor	5776-6
7	3/7/2003	wall	Old North exterior wall - brick and coating	Poor	5776-7
8	3/7/2003	wall	East wall /northeast corner brick, coating, plaster (at least 3 layers?)	Poor	5776-8
9	3/7/2003	wall	North wall, plaster coating	Poor	5776-9

Sampled by : Kathleen J Thorpe
Relinquished By Kathleen J Thorpe
Company Ktec, LLC
Date 10-Mar-03
Time 1:30 pm

Received by Mary Bull
Company _____
Date 3/10/03
18:00
Time _____

BULLSEYE

Precision Analytical & Environmental Services

ASBESTOS PLM RESULTS SUMMARY

March 27, 2003

Log # 5807

Project # 1105

Turn-around Time: Regular

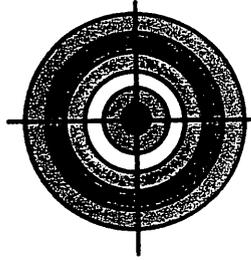
Client:

Kathleen Thorpe

Ktec

5583 Basil Street NE

Salem OR 97301



Page 1 of 2

Totals:

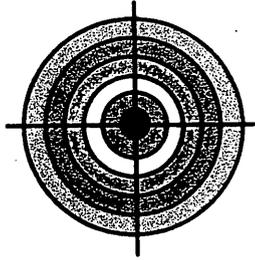
Number of Samples Submitted:	5
1% or Greater Asbestos:	8
<1% Asbestos:	2
Asbestos Contamination:	0
No Asbestos Detected:	16
Total Suspect Materials Analyzed:	26

Project Location: City of Newberg - Butler Bldg., 411 E. 1st St., Newberg, OR

SUMMARY OF SAMPLE RESULTS:

(For complete sample descriptions see BULK ANALYSIS REPORT)

Lab #	Sample #	Source:	Field Location:	Result:
5807-1a	10	Roofing - Bottom Layers	Roof - North	No Asbestos Detected Nonfriable
5807-1b	10	Roofing - Lower Middle Layer	Roof - North	Asbestos Containing Layer Nonfriable - Brittle
5807-1c	10	Roofing - Upper Middle Layer	Roof - North	No Asbestos Detected Nonfriable
5807-1d	10	Roofing - Top Layers	Roof - North	No Asbestos Detected Nonfriable
5807-2a	11	Roofing - Bottom Layers	Roof - East	No Asbestos Detected Nonfriable - Brittle
5807-2b	11	Roofing - Bottom of Lower Mid. Layer (Tar Paper)	Roof - East	Asbestos Containing Layer Nonfriable
5807-2c	11	Roofing - Top of Lower Mid. Layer	Roof - East	No Asbestos Detected Friable
5807-2d	11	Roofing - Upper Middle Layers	Roof - East	Asbestos Containing Layer Nonfriable
5807-2e	11	Roofing - Top Layers	Roof - East	No Asbestos Detected Nonfriable
5807-3a	12	Roofing - Bottom Layer	Roof - South	No Asbestos Detected Nonfriable
5807-3b	12	Roofing - 2nd from Bottom Layer	Roof - South	No Asbestos Detected Nonfriable
5807-3c	12	Roofing - 3rd from Bottom Layer	Roof - South	No Asbestos Detected Nonfriable
5807-3d	12	Roofing - 4th from Bottom Layer	Roof - South	No Asbestos Detected Nonfriable
5807-3e	12	Roofing - 5th from Bottom Layer	Roof - South	Asbestos Containing Nonfriable
5807-3f	12	Roofing - 6th from Bottom Layer	Roof - South	No Asbestos Detected Nonfriable
5807-3g	12	Roofing - Top Layer	Roof - South	No Asbestos Detected Nonfriable



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Precision Analytical & Environmental Services

P.O. Box 28
Rickreall, Oregon 97371
(503) 835-7096, fax: (503) 835-1117

LOG # 5807
Project # 1105

March 27, 2003

Kathleen Thorpe
Ktec
5583 Basil Street NE
Salem, OR 97301

RESULTS SUMMARY	
Number of Samples Submitted:	5
1% or Greater Asbestos:	8
<1% Asbestos:	2
Asbestos Contamination:	0
No Asbestos Detected:	16
Total Suspect Materials Analyzed:	26

RE: Analytical Results for City of Newberg - Butler Bldg., 411 E. 1st St., Newberg, OR

SAMPLE DESCRIPTION

Sample #:	Source:	Field Location:
10	Roofing - Bottom Layers	Roof- North
Lab # 5807-1a	Layer 1	No Asbestos Detected
MATERIAL DESCRIPTION:		% OTHER FIBERS:
(1) Basal layer is a tar approximately 1 mm thick containing short flat cellulose fibers, mineral grains, and traces of glass fibers. This layer is attached to (2) a 5 mm thick sequence of brittle tar containing colorless rod-like glass fibers and strands of long glass fibers. The upper surface of (2) is coated with thin brown paper composed of cellulose fibers.		Cellulose (1) 35 Glass Fiber (1) trace Cellulose (2) 5 Glass fiber (2) 15
		% NONFIBROUS COMPONENTS:
		Mineral grains (1) 10 Tar (1) 55 Mineral grains (2) 5 Tar (2) 75

SUBMITTED BY: Ktec
SAMPLED BY: Kathleen Thorpe
SAMPLED BY DATE: March 20, 2003
RECEIVED BY: Marilyn Bull
RECD BY DATE: March 21, 2003
ANALYZED BY: Marilyn Bull
ANALYZED BY DATE: March 26, 2003



BULLSEYE
Precision Analytical & Environmental Services

All samples are analyzed using Polarized Light Microscopy (PLM) and dispersion staining following procedures outlined in the EPA 600/R-93-116 Method for the Determination of Asbestos in Bulk Building Materials (July 1993). A lower detection limit for this method of less than 1% asbestos is achievable by skilled technicians participating in rigorous QA/QC programs. This analytical method does not cover settled dust samples. Fibers less than 1 micrometer in length are not detectable by PLM. Point counting is required by NESHAPS (40 CFR Part 61) for quantitation of samples containing less than 10% asbestos by PLM analysis. Unless otherwise requested, samples will be retained for a period of 30 days, after which they will be discarded. The BULLSEYE, Precision Analytical and Environmental Services laboratory participates in quality assurance and quality control programs including interlaboratory and intralaboratory QA/QC procedures recommended by the EPA. Bullseye analysts are required to have a minimum of three years experience in a NVLAP or AIHA accredited laboratory. BULLSEYE is not liable for analytical data not reproduced in its entirety.

Client: Ktec

Location: City of Newberg - Butler Bldg., 411 E. 1st St.,

Log # 5807

Sample #: 10		Source: Roofing - Lower Middle Layer		Field Location: Roof - North	
Lab # 5807-1b		Layer 2		Asbestos Containing Layer	
Nonfriable - Brittle		MATERIAL DESCRIPTION: A layer of loosely woven strands composed of long thin glass fibers embedded in a black tar containing wavy chrysotile fiber bundles, ribbon-like cellulose fibers, and mineral grains. Average thickness of the tar layer is 2-3 mm.		ASBESTOS TYPE AND PERCENT: Chrysotile 7	
				% OTHER FIBERS: Cellulose 2 Glass Fiber 12	
				% NONFIBROUS COMPONENTS: Mineral grains 7 Tar 72	

Sample #: 10		Source: Roofing - Upper Middle Layer		Field Location: Roof - North	
Lab # 5807-1c		Layer 3		No Asbestos Detected	
Nonfriable		MATERIAL DESCRIPTION: A second layer of black tar containing rod-like glass fibers and long strands of glass fibers, sparse cellulose fibers, and some mineral grains. Total thickness of this layer is approximately 2-3 mm.			
				% OTHER FIBERS: Cellulose 3 Glass Fiber 17	
				% NONFIBROUS COMPONENTS: Mineral grains 5 Tar 75	

Sample #: 10		Source: Roofing - Top Layers		Field Location: Roof - North	
Lab # 5807-1d		Layer 3		No Asbestos Detected	
Nonfriable		MATERIAL DESCRIPTION: (1) Rubbery black tar containing mineral grains and long colorless synthetic fibers. Total thickness is approximately 4 mm. (2) Upper surface is coated with a thin layer of silver roof coat composed of aluminum pigments, mineral grains, tabular wollastonite grains, and traces of cellulose fibers in a tar binder.			
				% OTHER FIBERS: Cellulose (1, 2) trace Synthetic (1) 15 Wollastonite (2) 7	
				% NONFIBROUS COMPONENTS: Mineral grains (1) 15 Tar, binders (1) 70 Pigments, mineral grains, tar (2) 93	

Sample #: 11		Source: Roofing - Bottom Layers		Field Location: Roof - East	
Lab # 5807-2a		Layer 1		No Asbestos Detected	
Nonfriable - Brittle		MATERIAL DESCRIPTION: (1) Two tar layers containing rod-like glass fibers and long strands of glass fibers and mineral grains. These layers detach. Upper surface of this sequence coated by a thin brown paper composed of cellulose fibers. (2) Bottom most layer is a thin tar layer containing short flat cellulose fibers and mineral grains. Total thickness of Layer 1 is 6 mm.			
				% OTHER FIBERS: Cellulose (2) 30 Glass Fiber (1) 20 Cellulose (1) 5	
				% NONFIBROUS COMPONENTS: Mineral grains (2) 10 Tar (2) 60 Mineral grains (1) 7 Tar (1) 68	

Client: Ktec

Location: City of Newberg - Butler Bldg., 411 E. 1st St.,

Log # 5807

Sample #: 11		Source: Roofing - Bottom of Lower Mid. Layer (Tar)		Field Location: Roof - East	
Lab #	5807-2b	Layer	2	Asbestos Containing Layer	
MATERIAL DESCRIPTION: Overlying Layer 1 is a thin tar paper containing wavy chrysotile fiber bundles, ribbon-like cellulose fibers, and mineral grains. Thickness of this layer is approximately 1 mm. (This layer is probably out of sequence in the sample and may have been attached to the under side of Layer 4 based on apparent puzzle-like fit of these 2 layers.)		ASBESTOS TYPE AND PERCENT: Chrysotile 28% of tar paper		% OTHER FIBERS: Cellulose 22	
				% NONFIBROUS COMPONENTS: Mineral grains 5 Tar 45	

Sample #: 11		Source: Roofing -Top of Lower Mid. Layer		Field Location: Roof - East	
Lab #	5807-2c	Layer	3	No Asbestos Detected	
MATERIAL DESCRIPTION: A 4-5 mm thick sequence of flaky tar layers containing cellulose fibers, mineral grains, and traces of glass fiber.				% OTHER FIBERS: Cellulose 20 Glass Fiber 2	
				% NONFIBROUS COMPONENTS: Mineral grains 8 Tar 70	

Sample #: 11		Source: Roofing - Upper Middle Layers		Field Location: Roof - East	
Lab #	5807-2d	Layer	4	Asbestos Containing Layer	
MATERIAL DESCRIPTION: (1) Composition roofing (~2 mm thick) containing glass fibers and mineral grains. White sanded upper surface is stained by overlying tar layer. (1) is attached to (2) black tar (~2mm thick) containing wavy chrysotile fiber bundles, ribbon-like cellulose fibers, and mineral grains and with an embedded layer of loosely woven strands of thin colorless glass fibers.		ASBESTOS TYPE AND PERCENT: Chrysotile 5% of (2)		% OTHER FIBERS: Cellulose (2) 2 Glass Fiber (2) 20 Glass Fiber (1) 10	
				% NONFIBROUS COMPONENTS: Mineral (2) 8 Tar (2) 65 Mineral (1) 28 Tar (1) 62	

Sample #: 11		Source: Roofing -Top Layers		Field Location: Roof - East	
Lab #	5807-2e	Layer	3	No Asbestos Detected	
MATERIAL DESCRIPTION: (1) A 1 cm thick sequence (double layer) of rubbery black tar containing mineral fillers and long colorless synthetic fibers. (2) Outer thin silver coating composed of aluminum pigments, mineral fillers, wollstonite, and cellulose fibers in a tar binder.				% OTHER FIBERS: Cellulose (1, 2) trace Synthetic (1) 15 Wollastonite (2) 3	
				% NONFIBROUS COMPONENTS: Mineral filler (1) 15 Tar, binders (1) 70 Pigments, mineral filler, tar 97	

Client: Ktec

Location: City of Newberg - Butler Bldg., 411 E. 1st St.,

Log # 5807

Sample #: 12		Source: Roofing - Bottom Layer		Field Location: Roof - South	
Lab # 5807-3a		Layer 1		No Asbestos Detected	
Nonfriable		<p>MATERIAL DESCRIPTION: A layer of tar 2mm thick containing short flat cellulose fibers and mineral grain fillers. This layer is separate (detached) from overlying layers.</p>			
<p>% OTHER FIBERS: Cellulose 30</p>		<p>% NONFIBROUS COMPONENTS: Mineral grains 7 Tar 63</p>			
Sample #: 12		Source: Roofing - 2nd from Bottom Layer		Field Location: Roof - South	
Lab # 5807-3b		Layer 2		No Asbestos Detected	
Nonfriable		<p>MATERIAL DESCRIPTION: A layer of tar 1 mm thick containing short flat cellulose fibers and mineral grain fillers. This layer is separate (detached) from overlying layers.</p>			
<p>% OTHER FIBERS: Cellulose 35</p>		<p>% NONFIBROUS COMPONENTS: Mineral grains 5 Tar 60</p>			
Sample #: 12		Source: Roofing - 3rd from Bottom Layer		Field Location: Roof - South	
Lab # 5807-3c		Layer 3		No Asbestos Detected	
Nonfriable		<p>MATERIAL DESCRIPTION: (1) A layer of tar 1 mm thick containing short flat cellulose fibers and mineral grain fillers. This layer is attached to (2) a 1 mm thick layer of tar containing a small amount of cellulose, mineral grains, and traces of glass fiber. The tar layer has polygonal pattern of cracks.</p>			
<p>% OTHER FIBERS: Cellulose (1) 35 Glass Fiber (2) trace Cellulose (2) 5</p>		<p>% NONFIBROUS COMPONENTS: Mineral grains (1) 5 Tar (1) 60 Mineral grains (2) 3 Tar (2) 92</p>			
Sample #: 12		Source: Roofing - 4th from Bottom Layer		Field Location: Roof - South	
Lab # 5807-3d		Layer 4		No Asbestos Detected	
Nonfriable		<p>MATERIAL DESCRIPTION: A 4 mm thick sequence of brittle tar containing colorless rod-like glass fibers, long strands of glass fibers, and a small amount of mineral grains. A thin brown paper coats the under side(?) of the layer.</p>			
<p>% OTHER FIBERS: Cellulose (paper) ~100 Glass Fiber 15</p>		<p>% NONFIBROUS COMPONENTS: Mineral grains 5 Tar 80</p>			

Client: Ktec

Location: City of Newberg - Butler Bldg., 411 E. 1st St.,

Log # 5807

Sample #: 12		Source: Roofing - 5th from Bottom Layer		Field Location: Roof - South	
Lab #	5807-3e	Layer	5	Asbestos Containing	
MATERIAL DESCRIPTION: Fabric composed of loosely woven strands of thin colorless glass fibers embedded in black tar containing chrysotile fiber bundles, mineral grains, and sparse cellulose fibers. Black tar with no chrysotile is on the bottom and is not clearly distinguishable from the asbestos containing tar. Upper surface is shiny and smooth. Total thickness is variable but is about 3-4 mm.		ASBESTOS TYPE AND PERCENT: Chrysotile 7		Nonfriable	
				% OTHER FIBERS: Cellulose 1 Glass Fiber (fabric) ~100	
				% NONFIBROUS COMPONENTS: Mineral grains 10 Tar 82	

Sample #: 12		Source: Roofing - 6th from Bottom Layer		Field Location: Roof - South	
Lab #	5807-3f	Layer	6	No Asbestos Detected	
MATERIAL DESCRIPTION: A double (attached) layer of composition roofing which are tar sheets containing mineral filler and colorless rod-like fibers. White sanded upper surface is stained from overlying tar layer. Total thickness is 4 mm. (Traces of asbestos containing tar from Layer 5 is attached to the under side of this layer.)				Nonfriable	
				% OTHER FIBERS: Cellulose trace Glass Fiber 15	
				% NONFIBROUS COMPONENTS: Mineral 25 Tar 60	

Sample #: 12		Source: Roofing - Top Layer		Field Location: Roof - South	
Lab #	5807-3g	Layer	7	No Asbestos Detected	
MATERIAL DESCRIPTION: (1) A 6 mm thick layer of black rubbery tar containing colorless synthetic fibers and mineral grain fillers. Traces of glass fibers may be from underlying layers. (2) Silver upper coating composed of aluminum pigments, mineral grains, and tabular wollastonite fibers in a tar binder.				Nonfriable	
				% OTHER FIBERS: Cellulose (1, 2) trace Glass Fiber (2) 1 Synthetic (1) 12 Wollastonite (2) 4	
				% NONFIBROUS COMPONENTS: Mineral filler (1) 20 Tar, binders (1) 67 Pigments, fillers, tar (2) 96	

Sample #: 13		Source: Roofing - Bottom Layers		Field Location: Roof - West	
Lab #	5807-4a	Layer	1	Asbestos Containing Layers	
MATERIAL DESCRIPTION: Order of layers probably not preserved. Bottom layers include two pieces of tar paper (1) containing a high percentage of chrysotile and one thin tar layer (2) containing glass fibers. Each of these 3 layers are about 1 mm thick.		ASBESTOS TYPE AND PERCENT: Chrysotile 45% of tar paper		Nonfriable	
				% OTHER FIBERS: Glass Fiber (2) 15	
				% NONFIBROUS COMPONENTS: Tar (tar paper) 55 Tar, mineral grains (2) 85	

Client: Ktec

Location: City of Newberg - Butler Bldg., 411 E. 1st St.,

Log # 5807

Sample #: 13		Source: Roofing - Lower Middle Layer		Field Location: Roof - West	
Lab # 5807-4b		Layer 2		Asbestos Containing Layer	
MATERIAL DESCRIPTION: Fabric composed of loosely woven strands of thin colorless glass fibers embedded in black tar containing chrysotile fiber bundles, mineral grains, and sparse cellulose fibers. Upper surface is shiny and smooth. Total thickness is variable but is about 2-3 mm.		ASBESTOS TYPE AND PERCENT: Chrysotile 7		Nonfriable	
				% OTHER FIBERS: Cellulose trace Glass Fiber (fabric) ~100	
				% NONFIBROUS COMPONENTS: Tar, mineral grains 93	

Sample #: 13		Source: Roofing - Upper Middle Layers (?)		Field Location: Roof - West	
Lab # 5807-4c		Layer 3		<1% Asbestos	
MATERIAL DESCRIPTION: A thin tar paper layer (~1 mm thick) with glass fibers. Position of this layer in the stratigraphy is uncertain. Tar with traces of chrysotile is on one side and is presumed to be from Layer 2.		ASBESTOS TYPE AND PERCENT: Chrysotile <1%		Nonfriable - Brittle	
				% OTHER FIBERS: Cellulose trace Glass Fiber 17	
				% NONFIBROUS COMPONENTS: Tar, mineral grains 83	

Sample #: 13		Source: Roofing - Upper Middle Layers (?)		Field Location: Roof - West	
Lab # 5807-4d		Layer 4		Asbestos Containing Layer	
MATERIAL DESCRIPTION: Pieces of tar with variable thickness (up to 1 cm) and thin tar layers containing long strands of glass fibers. Traces of brown paper on one side is composed of cellulose fibers. Bottom most layer is a tar paper containing chrysotile fiber bundles.		ASBESTOS TYPE AND PERCENT: Chrysotile 35% of tar paper		Nonfriable	
				% OTHER FIBERS: Cellulose (tar paper) 5 Glass Fiber 10 Cellulose (paper) ~100	
				% NONFIBROUS COMPONENTS: Tar, mineral grains (tar paper) 60 Tar, mineral grains 90	

Sample #: 13		Source: Roofing - Upper Layers		Field Location: Roof - West	
Lab # 5807-4e		Layer 5		No Asbestos Detected	
MATERIAL DESCRIPTION: Two attached layers: (1) bottom layer is composition roofing (~2 mm thick) with glass fibers and white sanded surface; (2) upper layer is rubbery black tar containing long colorless synthetic fibers with (3) silver surface coating composed of aluminum pigments, mineral grains, wollastonite fibers, and tar.				Nonfriable	
				% OTHER FIBERS: Cellulose Glass Fiber (1) 12 Synthetic (2) 12 Wollastonite (3) 5	
				% NONFIBROUS COMPONENTS: Mineral (2) 28 Tar (2) 60 Tar, mineral, binder (2) 88 Pigments, fillers, binders (3) 95	

Client: Ktec

Location: City of Newberg - Butler Bldg., 411 E. 1st St.,

Log # 5807

Sample #: 14	Source: Roofing (Bottom Layers?)	Field Location: Roof - Center	
Lab # 5807-5a	Layer 1	<i>No Asbestos Detected</i>	<i>Nonfriable - Brittle</i>
MATERIAL DESCRIPTION: Fragments of tar sheets containing short flat cellulose fibers and mineral grains. The broken pieces may be from one or more layers.			% OTHER FIBERS: Cellulose 35 % NONFIBROUS COMPONENTS: Mineral grain 3 Tar 62

Sample #: 14	Source: Roofing - 2nd (?) from Bottom Layer	Field Location: Roof - Center	
Lab # 5807-5b	Layer 2	<i><1% Asbestos</i>	<i>Nonfriable - Brittle</i>
MATERIAL DESCRIPTION: Tar approximately 4 mm thick containing sparse mineral grains, cellulose fibers, and short chrysotile fiber bundles. One side coated with brown paper composed of cellulose fibers.		ASBESTOS TYPE AND PERCENT: Chrysotile <1%	% OTHER FIBERS: Cellulose 1-2% Glass Fiber 1 Cellulose (paper) ~100 % NONFIBROUS COMPONENTS: Mineral grains 3 Tar, binders 94

Sample #: 14	Source: Roofing - 3rd (?) from Bottom Layers	Field Location: Roof - Center	
Lab # 5807-5c	Layer 3	<i>No Asbestos Detected</i>	<i>Nonfriable - Brittle</i>
MATERIAL DESCRIPTION: Two tar layers containing long colorless glass fibers separated by shiny black brittle tar without fiber. Total thickness is about 4 mm.			% OTHER FIBERS: Glass Fiber 28 % NONFIBROUS COMPONENTS: Tar 72 Mineral grains 2

Sample #: 14	Source: Roofing - 4th (?) from Bottom Layers	Field Location: Roof - Center	
Lab # 5807-5d	Layer 4	<i>Asbestos Containing Layer</i>	<i>Nonfriable</i>
MATERIAL DESCRIPTION: Fabric composed of loosely woven strands of thin colorless glass fibers embedded in black tar containing chrysotile fiber bundles, mineral grains, and sparse cellulose fibers. Upper surface is shiny and smooth. Total thickness is variable but is about 1-2 mm. The tar is brittle where thin and disturbed but still attached to fabric.		ASBESTOS TYPE AND PERCENT: Chrysotile 5% of tar	% OTHER FIBERS: Cellulose (tar) 1 Glass Fiber (fabric) ~100 % NONFIBROUS COMPONENTS: Mineral grains (tar) 6 Tar (tar) 88

Client: Ktec

Location: City of Newberg - Butler Bldg., 411 E. 1st St.,

Log # 5807

Sample #: 14	Source: Roofing - Top Layers	Field Location: Roof - Center	
Lab # 5807-5e	Layer 5	<i>No Asbestos Detected</i>	<i>Nonfriable</i>
MATERIAL DESCRIPTION: (1) Upper layer is rubbery black tar ~4mm thick containing colorless synthetic fibers. (2) Outer silver surface coating composed of aluminum pigments, mineral grains, wollastonite fibers, and tar binder. (1) is attached to underlying composition roofing (3) containing glass fiber and with tar stained white sanded surface. Thin tar paper (4) containing glass fibers is attached to under side of (3).		% OTHER FIBERS: Glass Fiber (3) 13 Synthetic (1) 13 Wollastonite (2) 4 Glass fiber (4) 25 % NONFIBROUS COMPONENTS: Tar, binder, mineral filler (1) 87 Pigments, fillers, binders (2) 96 Tar, mineral (3) 87 Tar, mineral (4) 75	



ENVIRONMENTAL CONSULTING

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Salem, OR 97301
phone 503 589-4311
fax 503 588-2408

CHAIN OF CUSTODY ASBESTOS

LOG #
JOB #
PO #

5807
104/1105

Project Name
Project Location

City of Newberg - Butler Building
411 E 1st St
Newberg, OR

Contact Person / Project Manager
Company
Address

Kathleen Thorpe
Ktec
5583 Basil St NE
Salem, OR

Turn Around
Normal
Rush

X
(specify)

Phone 503 589-4311 Fax 503 588-2408

Shipping Method to Lab

Sample #	Date	Source	Field Location	Field Condition	Lab Sample No.
10	3/20/2003	Roof	Roof - North	Friable	
11	3/20/2003	Roof	Roof - East	Friable	
12	3/20/2003	Roof	Roof - South	Friable	
13	3/20/2003	Roof	Roof - West	Friable	
14	3/20/2003	Roof	Roof - Center	Friable	

Sampled by :

Kathleen J Thorpe

Relinquished By

Kathleen J Thorpe

Company

Ktec, LLC

Date

20-Mar-03

Time

1:30 pm

Received by

Company

Date

Time

MB fr. MBE
BULLSEYE
3/21/03
16:00

Appendix B

INTERNAL MEMORANDUM

TO: Ben Maynard; WR-Salem DEQ

FROM: Amanda Spencer, P.E.; WR-Eugene DEQ

DATE: May 29, 2001

SUBJECT: Revised Cost Estimate to Complete Anticipated Environmental Activities at the Loren Berg Chevrolet Site in Newberg, Oregon

This memorandum summarizes estimated costs for completing environmental activities associated with the investigation and remediation of the Loren Berg Chevrolet site located at 411 East First Street in Newberg Oregon ("the site"). A background on the conditions affecting soil and groundwater remediation is provided, followed by a table summarizing the anticipated costs for completing the environmental activities. The costs are presented as "low", "best guess", and "high" estimates and are based on my experience at other similar sites. The "low" estimate is an indication of what the possible low range cost could be for the site if the chemical-containing soil is limited in extent. The "best guess" estimate is the anticipated most likely scope of work that will be required to bring the site to closure, based on my experience at other similar sites. Based on the groundwater data I reviewed, remediation of groundwater does not appear to be needed. Therefore, no groundwater remediation is assumed in the low and best guess cost estimates. The "high" estimate provides an indication of the high end cost range should the chemically-affected soil be more extensive than anticipated and groundwater remediation via monitored natural attenuation is needed to meet site cleanup goals. As we discussed, I do not have experience in asbestos abatement. Costs for asbestos abatement have been included in the table and are based on estimates provided by Kevin McCrann of DEQ's Air Quality Program.

Soil Remediation

Based on the investigation results you forwarded to me, soil remediation will likely be needed near the main bay former sump area because soil concentrations exceed the levels generally deemed protective to leave in place to prevent potential human health risk exposures via vapor intrusion into commercial and/or residential buildings. A vapor barrier could be installed to minimize intrusion. The costs of installing a sufficient vapor barrier can vary widely from as low as \$2000 to as high as \$100,000, and depends upon the building type and size, and whether a passive or active (e.g., including vapor extraction and treatment) barrier system is needed. The cost to install a vapor barrier at this site cannot be better refined without additional information on the extent of impacted soil, the size and type of building to be installed, and construction requirements for the site. Other approaches are also available for soil remediation, including soil removal and offsite disposal, in-situ treatment, and ex-situ treatment. Given that the site is to be

redeveloped, soil removal with offsite disposal is likely the best option because in-situ or ex-situ soil treatment can require months to years to complete, and for ex-situ treatment, sufficient space to complete the treatment. Therefore, soil removal in the sump area is the assumed remedial approach and low, best guess and high estimates are provided.

Soil remediation near the former waste oil tank does not appear to be needed to protect human health. Additional site investigation is needed to confirm that the soil around the former waste oil tank does not contain elevated concentrations of chemicals. The low and best guess estimates provided below assume that the additional investigation support that no further remediation is needed near the former waste oil tank; the high estimate assumes that remediation of a limited extent of chemical-containing soil is needed. Once again, soil removal is likely the best option due to the length of time and/or space required to perform in-situ or ex-situ soil treatment.

Groundwater Remediation

Groundwater beneath the site contains benzene at concentrations slightly exceeding DEQ's estimated protective levels for vapor intrusion into residential buildings. It is likely that soil removal in the former sump area, where elevated concentrations of benzene were detected in soil, would be sufficient to allow benzene concentrations in groundwater to naturally attenuate to below protective levels. Concentrations of benzene, vinyl chloride, 1,2-DCE and MTBE exceed tap water PRGs and/or MCLs. With the exception of benzene, the detected concentrations are only slightly above the MCLs or tap water PRG and likely will attenuate quickly to concentrations below these screening levels. Once soil removal in the sump area is completed, it is anticipated that the benzene concentrations will also attenuate to below protective levels. Therefore, groundwater remediation does not appear likely. The high cost estimate assumes that monitoring will be needed to support that the benzene concentrations decrease to acceptable levels.

Asbestos Abatement

Estimated costs to perform asbestos abatement have been included in the table. The cost provided is based on the email you forwarded to me from Kevin McCrann of the Air Quality Program in DEQ. Low and high estimates for asbestos abatement were not provided.

Cost Estimates

The following table summarizes low, best guess, and high estimates for site environmental costs.

ENVIRONMENTAL TASK	LOW ESTIMATE	BEST GUESS	HIGH ESTIMATE
Investigation to define extent of impacted soil. ^a	\$9,000 ^b	\$9,000	\$9,000
Soil Removal ^c	\$2500 ^d	\$10,000 ^e	\$88,000 ^f
Confirmation soil sampling and reporting	\$3000 ^g	\$3000 ^h	\$8,000 ⁱ
Groundwater Remediation	\$0 ^j	\$0 ^k	\$22,000 ^l
DEQ Oversight	\$1400	\$1500	\$6000
Asbestos Abatement	na	\$3300	na
ESTIMATED TOTALS	\$15,900	\$26,800	\$133,000

Notes and Assumptions:

- a. An additional investigation to define the extent of impacted soil in the areas of the former waste oil UST and the former sump is recommended to better assess the volume of soil that needs to be remediated.
- b. The scope of the investigation is assumed to consist of the installation of 8 shallow (less than 10 feet below grade) borings; collection of 2 soil samples per boring for chemical analysis; laboratory analysis of the samples for semi-volatile organic constituents and BTEX, and preparation of a report.
- c. The cost estimates developed for soil removal assume that the building and foundation has been demolished and removed from the site.
- d. The low estimate soil removal assumes a 10-foot by 10-foot by 10-foot deep excavation around the former sump. Soil removal includes permitting, excavating, transporting the chemical-containing soil to a solid waste landfill, and backfilling the excavation with imported fill. The estimated cost to complete these tasks is \$65 per yard based on experience at other similar sites and phone estimates from earth work and trucking contractors.
- e. The best guess estimate for soil removal assumes a 20-foot by 20-foot by 10-foot deep excavation around the former sump. Soil removal includes permitting, excavating, transporting the chemical-containing soil to a solid waste landfill, and backfilling the excavation with imported fill. The estimated cost to complete these tasks is \$65 per yard based on experience at other similar sites and phone estimates from earth work and trucking contractors.

- f. The high estimate for soil removal assumes a 50-foot by 50-foot by 13-foot deep excavation around the former sump and a 10-foot by 10-foot by 10-foot deep excavation around the former waste oil tank. Soil removal includes permitting, excavating, transporting the chemical-containing soil to a solid waste landfill, and backfilling the excavation with imported fill. The estimated cost to complete these tasks is \$65 per yard based on experience at other similar sites and phone estimates from earth work and trucking contractors.
- g. This task assumes that 4 confirmation soil samples will be for BTEX analysis; and, a consultant will coordinate and oversee the excavation and prepare a final report. It is assumed that the excavation activities would be completed in one day.
- h. This task assumes that 4 confirmation soil samples will be for BTEX analysis; and, a consultant will coordinate and oversee the excavation and prepare a final report. It is assumed that the excavation activities would be completed in one day.
- i. This task assumes that 8 confirmation soil samples will be collected for SVOC and/or BTEX analysis; and, a consultant will coordinate and oversee the excavation and prepare a final report. It is assumed that the excavation activities would be completed in three days.
- j. The low estimates assumes that the removal of the source of chemicals in soil is sufficient and no further action is needed to address the groundwater.
- k. The best guess estimate assumes that the removal of the source of chemicals in soil is sufficient and no further action is needed to address the groundwater.
- l. The high estimate assumes that groundwater cleanup via natural attenuation will be needed and assumes two years of semi-annual monitoring is performed to demonstrate the effectiveness of the natural attenuation. The cost includes the installation of three monitoring wells, semi-annual monitoring for two years, an annual report following the first year of monitoring, a final report following the second year monitoring period, and appropriately abandoning the wells.

PART 6

Drawings

Figure 1

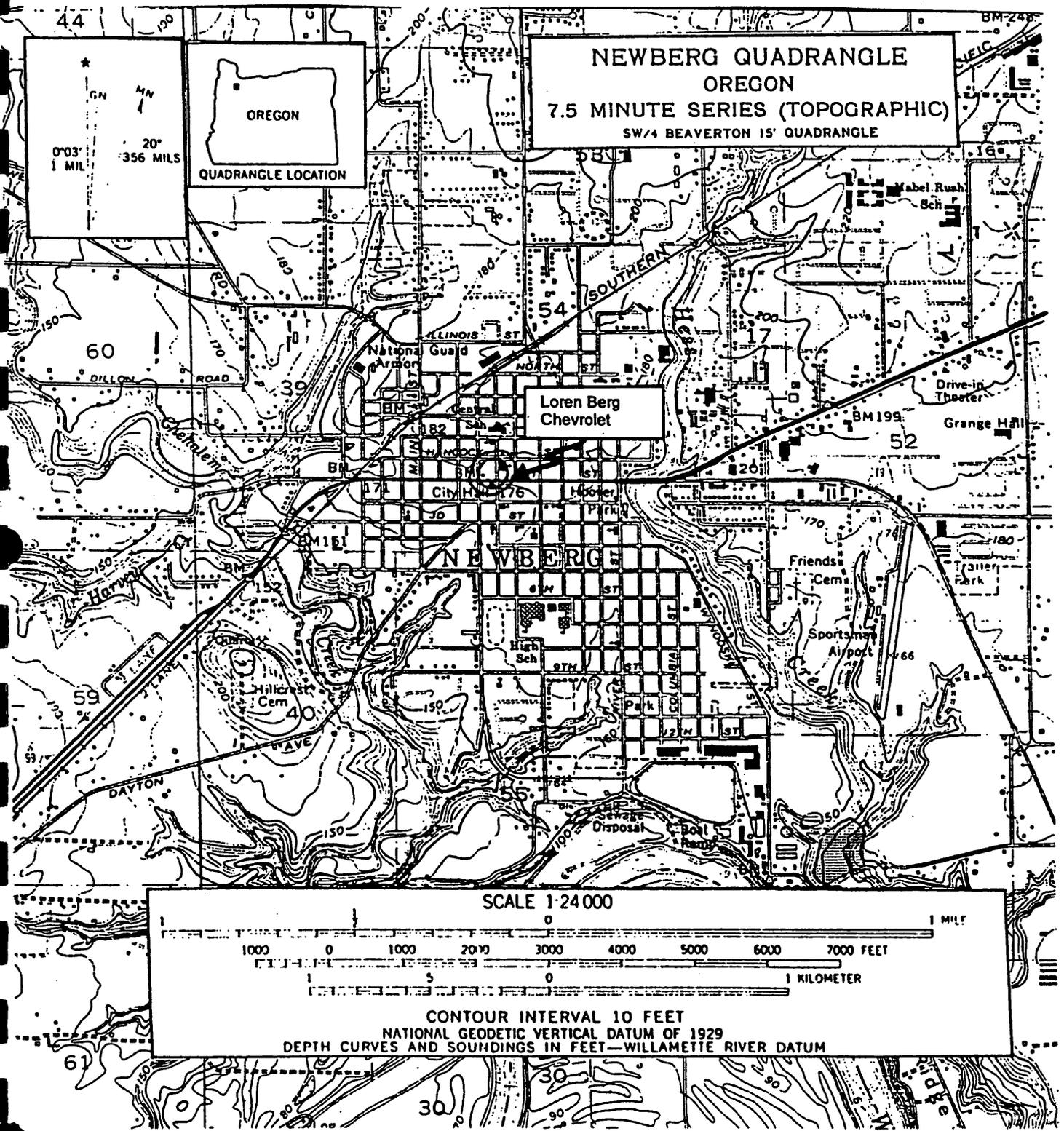
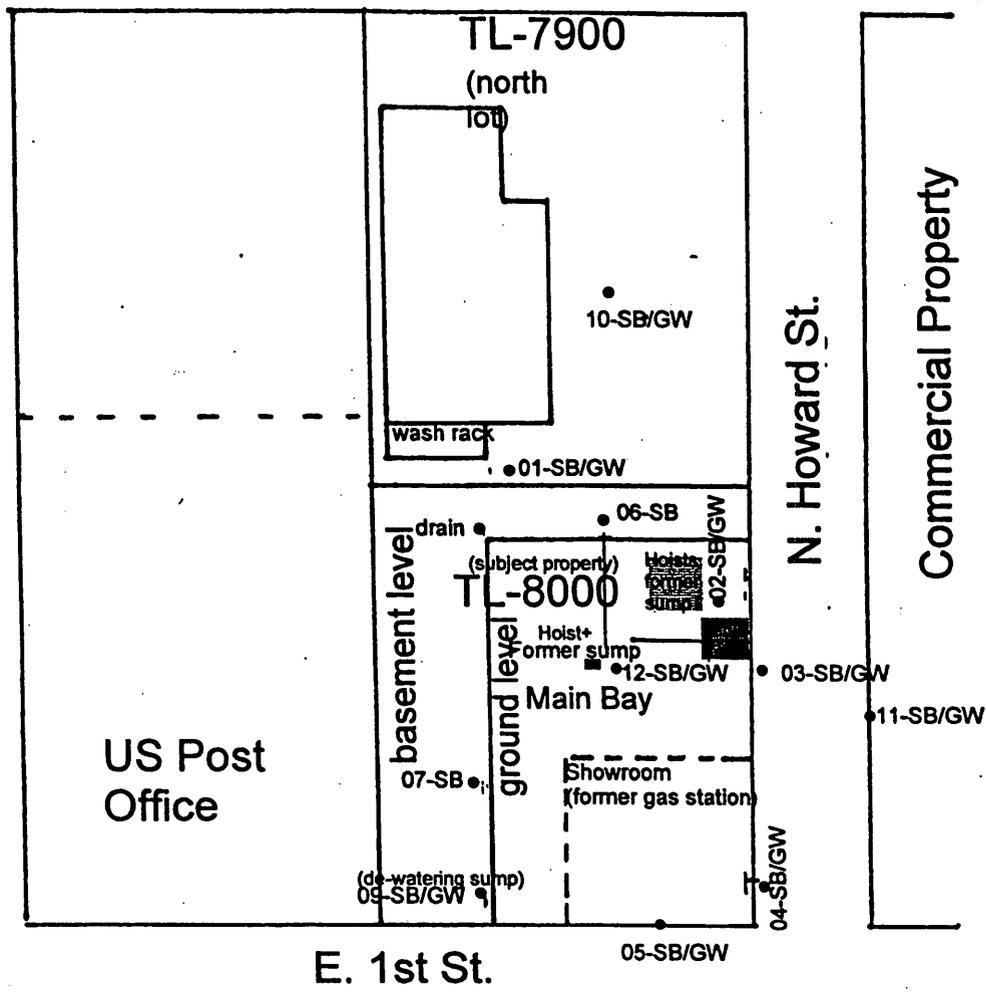


Figure 2



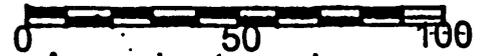
US Post Office

E. 1st St.

City Hall

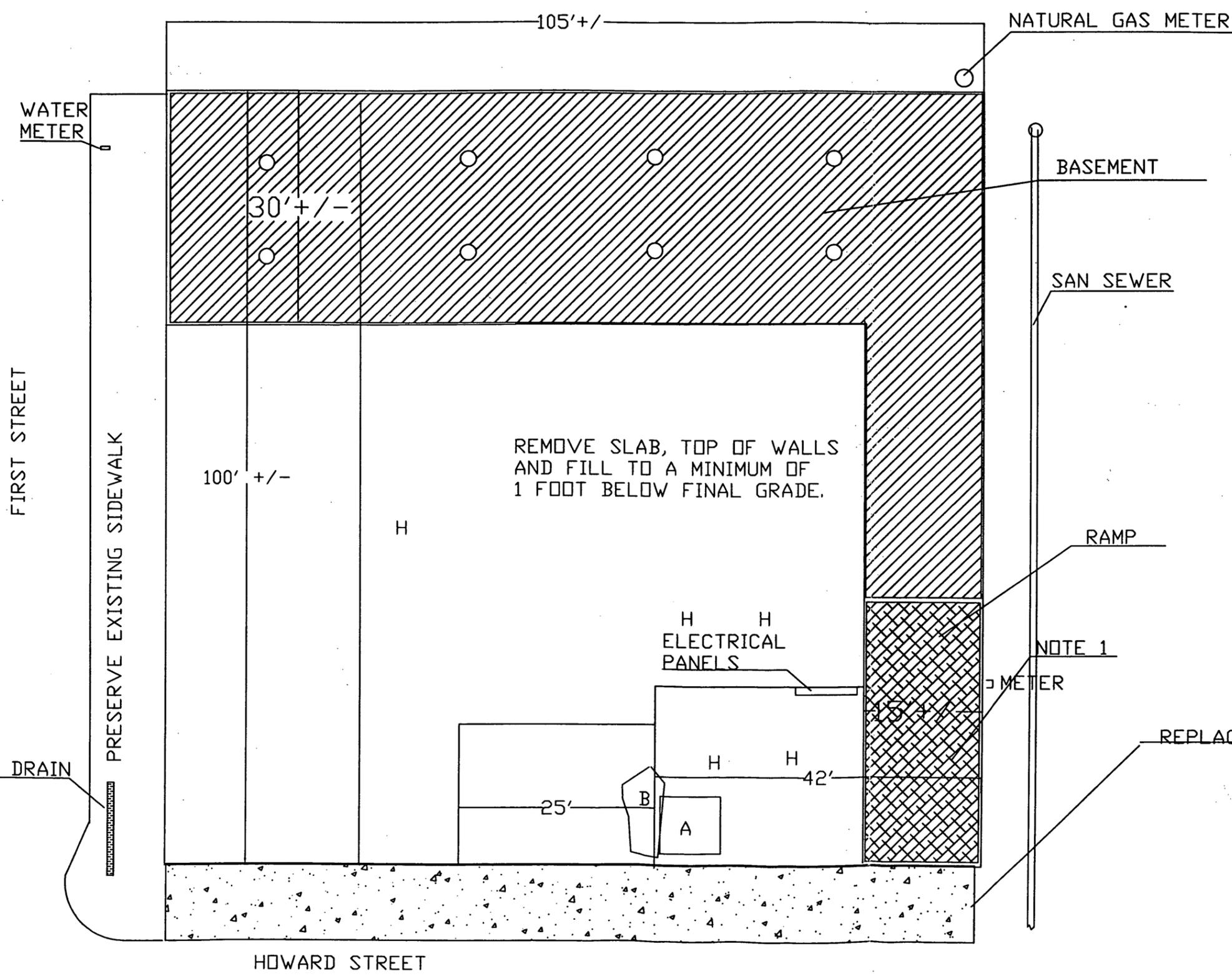
N. Howard St.

Commercial Property



Approximate scale:
1"=50'

Loren Berg Chevrolet



REPLACE ANY EXISTING FEATURES ON SIDEWALKS INCLUDING BENCHES, PLANTERS AND SPECIAL FEATURES THAT ARE DAMAGED AS A RESULT OF THE CONTRACTOR'S ACTIVITIES.

THE BUILDING CURRENTLY HAS ELECTRICAL POWER.

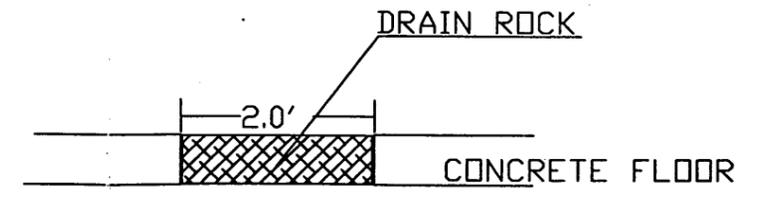
PROVIDE 8 EQUALLY SPACED DRAINAGE OPENINGS IN BASEMENT FLOOR. MINIMUM 3 SQUARE FEET EACH

NOTE 1-REMOVE EXISTING RAMP TO 2 FEET BELOW FINISH GRADE.

"A" LOCATION OF PREVIOUS REMOVAL OF WASTE OIL TANK AND CONTAMINATED SOIL.

"B" LOCATION OF 2000 GALLON GASOLINE TANK ABANDONED IN PLACE, SLURRY FILLED.

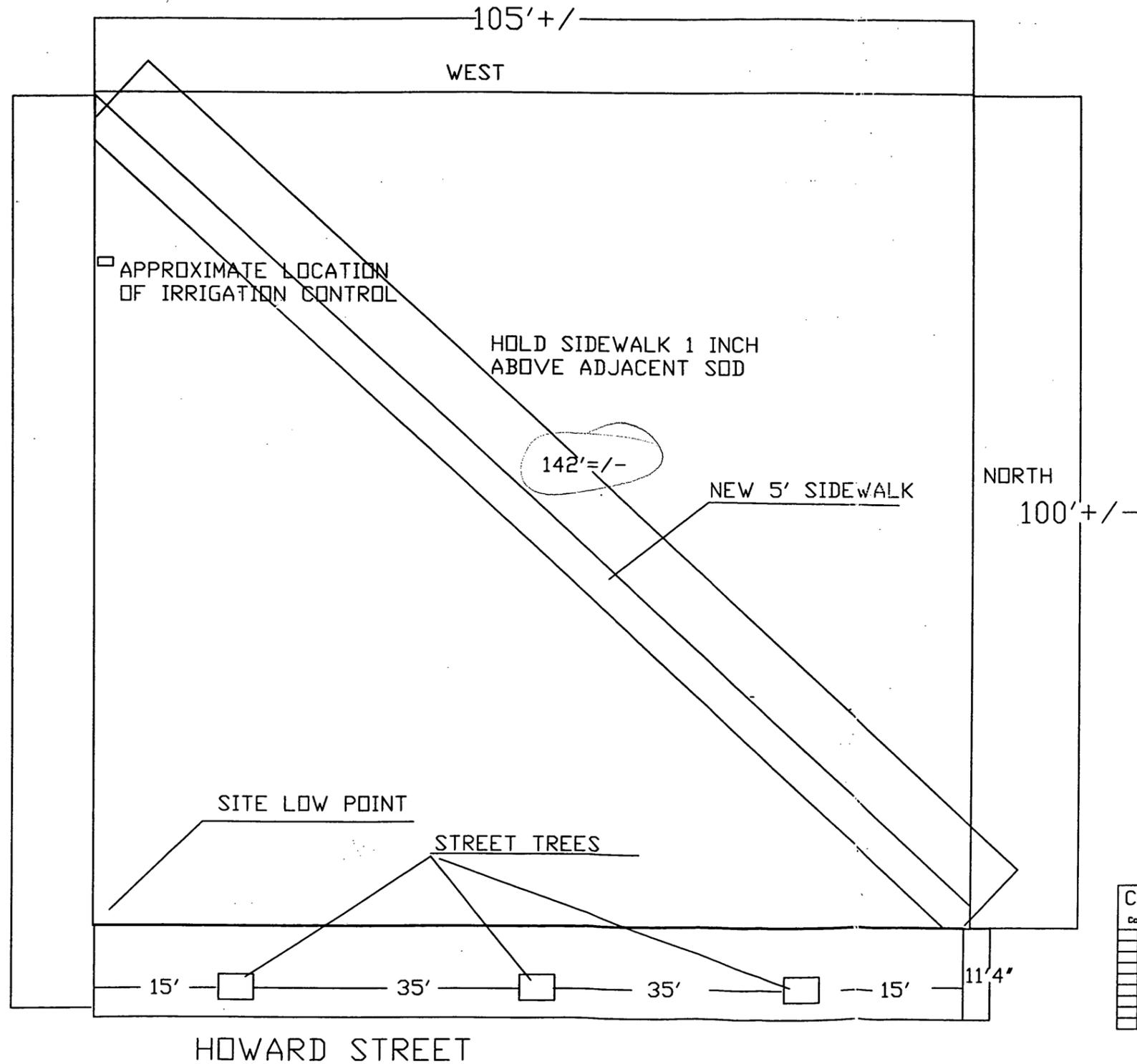
"H" APPROXIMATE LOCATION OF EXISTING HOIST



BASEMENT DRAINAGE DETAIL

City of Newberg		533040
Community Development Department		NEVBERG SITE DEMOLITION AND ENVIRONMENTAL CLEANUP
DATE	NAME	BUTLER BLDG PLAN
04/03	RB	
G-1		C:\BUTLER\BUTLER2

FIRST STREET



MATCH EXISTING ELEVATIONS AT FIRST STREET, HOWARD STREET AND NORTH BOUNDARY. PROVIDE UNIFORM GRADE EXCEPT AT WEST BOUNDARY, WHERE AN ABRUPT EDGE WILL BE NEEDED.

COMPACT ALL SUBGRADE MATERIAL TO A MINIMUM OF 95% OF OPTIMUM COMPACTION, COMPACT TOP SOIL TO 90% OF OPTIMUM AFTER AMENDMENT WITH NEWGROW COMPOST AT A 1:4 RATE THEN PLACE SOD AND MAINTAIN UNTIL PROJECT ACCEPTANCE.

SOD SHALL BE INTENDED FOR FULL SUN AND HIGH TRAFFIC SUBMIT SEED MIX DESIGN

STREET TREES SHALL BE CHANTISCLEAR PEAR MINIMUM 3 INCH CALIPER. SOIL PREPARATION SAME AS FOR SODDED AREA 3' X 3' MIN AREA FOR EACH TREE.

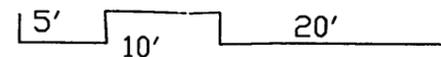
36" X 36" SURROUND GRATING

SOD

MINIMUM 6 INCH TOPSOIL PLUS COMPOST

MINIMUM 12 INCHES LANDSCAPE FILL

EXISTING NATIVE SOIL IF APPROVED



City of Newberg		533040
Community Development Department		NEWBERG SITE DEMOLITION AND ENVIRONMENTAL CLEANUP
DATE	NAME	
04/03	RB	BUTLER SITE GRADING PLAN
08/08	RB	
G-3		CAN/BUTLER/BUTLERGRADE