



BOARD OF COMMISSIONERS

BOARD OF COUNTY COMMISSIONERS MEETING

10:00 AM, WEDNESDAY, OCTOBER 19, 2022

Barnes Sawyer Rooms - Deschutes Services Bldg - 1300 NW Wall St - Bend

(541) 388-6570 | www.deschutes.org

AGENDA

MEETING FORMAT: The Oregon legislature passed House Bill (HB) 2560, which requires that public meetings be accessible remotely, effective on January 1, 2022, with the exception of executive sessions. Public bodies must provide the public an opportunity to access and attend public meetings by phone, video, or other virtual means. Additionally, when in-person testimony, either oral or written is allowed at the meeting, then testimony must also be allowed electronically via, phone, video, email, or other electronic/virtual means.

Attendance/Participation options are described above. Members of the public may still view the BOCC meetings/hearings in real time via the Public Meeting Portal at www.deschutes.org/meetings

Citizen Input: Citizen Input is invited in order to provide the public with an opportunity to comment on any meeting topic that is not on the current agenda. Citizen Input is provided by submitting an email to: citizeninput@deschutes.org or by leaving a voice message at 541-385-1734. Citizen input received by noon on Tuesday will be included in the Citizen Input meeting record for topics that are not included on the Wednesday agenda.

Zoom Meeting Information: Staff and citizens that are presenting agenda items to the Board for consideration or who are planning to testify in a scheduled public hearing may participate via Zoom meeting. The Zoom meeting id and password will be included in either the public hearing materials or through a meeting invite once your agenda item has been included on the agenda. Upon entering the Zoom meeting, you will automatically be placed on hold and in the waiting room. Once you are ready to present your agenda item, you will be unmuted and placed in the spotlight for your presentation. If you are providing testimony during a hearing, you will be placed in the waiting room until the time of testimony, staff will announce your name and unmute your connection to be invited for testimony. Detailed instructions will be included in the public hearing materials and will be announced at the outset of the public hearing.

For Public Hearings, the link to the Zoom meeting will be posted in the Public Hearing Notice as well as posted on the Deschutes County website at <https://www.deschutes.org/bcc/page/public-hearing-notices>.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

CITIZEN INPUT: Citizen Input may be provided as comment on any topic that is not on the agenda.

Note: In addition to the option of providing in-person comments at the meeting, citizen input comments may be emailed to citizeninput@deschutes.org or you may leave a brief voicemail at 541.385.1734. To be timely, citizen input must be received by noon on Tuesday in order to be included in the meeting record.

CONSENT AGENDA

1. Approval of the Minutes of the October 5, 2022 BOCC Meeting

ACTION ITEMS

2. **10:05 AM** Legislative Update from Senator Findley
3. **10:35 AM** Consideration of Document No. 2022-762, a License Agreement with the Ike Abbas Trust for Right of Way Encroachments on 11th Street (Terrebonne)
4. **10:45 AM** Deschutes County Employee Benefits Renewal for the 2023 Plan Year
5. **11:05 AM** Consideration of Board Signature of Document No. 2022-790, an amendment to SunWest Builders contract No. 2022-197 to establish the Guaranteed Maximum Price for the remodel of 244 Kingwood Avenue in Redmond, OR, and related site improvements

OTHER ITEMS

These can be any items not included on the agenda that the Commissioners wish to discuss as part of the meeting, pursuant to ORS 192.640.

EXECUTIVE SESSION

At any time during the meeting, an executive session could be called to address issues relating to ORS 192.660(2)(e), real property negotiations; ORS 192.660(2)(h), litigation; ORS 192.660(2)(d), labor negotiations; ORS 192.660(2)(b), personnel issues; or other executive session categories.

Executive sessions are closed to the public; however, with few exceptions and under specific guidelines, are open to the media.

6. Executive Session under ORS 192.660 (2) (e) Real Property Negotiations
7. Executive Session under ORS 192.660 (2) (i) Employee Evaluation

ADJOURN



Deschutes County encourages persons with disabilities to participate in all programs and activities. This event/location is accessible to people with disabilities. If you need accommodations to make participation possible, please call (541) 617-4747.



BOARD OF
COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: October 19, 2022

SUBJECT: Legislative Update from Senator Findley

ATTENDANCE:
Senator Lynn P. Findley



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: October 19, 2022

SUBJECT: Consideration of Document No. 2022-762, a License Agreement With the Ike Abbas Trust for Right of Way Encroachments on 11th Street (Terrebonne)

RECOMMENDED MOTION:

Move approval of Document No. 2022-762.

BACKGROUND AND POLICY IMPLICATIONS:

The Ike Abbas Trust owns property at 925 Central Ave, Terrebonne (Tax Lot 141316DB00302). The property owner has various structures, fences, propane tanks, and other items that encroach within the public right of way for 11th Street. Some of these encroachments conflict with the planned 11th Street improvements as part of the US97: Lower Bridge Way – NW 10th St (Terrebonne) project, while the remaining encroachments are set back from the project limits and do not conflict with the project or long-term operation of 11th Street as a public road.

After meeting with Mr. Ike Abbas, trustee for the Ike Abbas Trust, about this matter in June 2022, Road Department staff prepared a revocable license agreement that would require the Ike Abbas Trust to remove those encroachments that would conflict with the planned 11th Street improvements and/or long-term operation of 11th Street as a public road by December 31, 2022; these encroachments include above-ground propane tanks, a lean-to shed/fence structure approximately 190 feet in length, and other items. Additionally, the revocable license agreement would allow for the remaining encroachments to remain within the otherwise unused right of way area; these encroachments include a manufactured home, sheds, fences, a retaining wall, and other items. Road Department staff presented the agreement to Mr. Abbas in August 2022; Mr. Abbas has recently signed the agreement.

The agreement end date is December 31, 2025. Road Department staff anticipate that,

prior to that date, the US97: Lower Bridge Way – NW 10th St (Terrebonne) project will be substantially completed, and the Department would begin the process of vacating the public interest in the licensed area. Removal of the conflicting encroachments and licensing of the remaining encroachments is necessary at this time for the Oregon Department of Transportation to complete the right of way certification for the project.

BUDGET IMPACTS:

None

ATTENDANCE:

Cody Smith, County Engineer/Assistant Director, Road Department

REVIEWED
LEGAL COUNSEL

For Recording Stamp Only

REVOCABLE LICENSE
(TO USE RIGHT OF WAY)

DESCHUTES COUNTY, a political subdivision of the State of Oregon ("Licensor") hereby grants to IKE R.L. ABBAS, Trustee of the IKE ABBAS TRUST ("Licensee"), a non-exclusive Revocable License (License) to use a portion of the public right of way of 11th Street adjacent to Tax Lots 141316DB00301 and 141316DB00302, as shown in Exhibit "A," attached hereto and by this reference incorporated herein and together referred to as the "Right of Way," for the purpose of continued use of existing encroaching structures, including buildings, fences, and retaining walls, which do not presently constitute a road hazard, referred to herein as the "Encroaching Facilities".

RECITALS

- 1. Pursuant to ORS 368.036, ORS 374.305, ORS 374.309, and ORS 374.315 and Deschutes County Code Title 12, Chapters 4, 12, 16, and 24, Licensor has authority to permit construction and uses within public right of ways under the jurisdiction and control of Licensor.
- 2. The Right of Way shown in the attached Exhibit "A" is comprised of public right of ways under the jurisdiction and control of Licensor.

NOW THEREFORE, this nonexclusive, revocable license is granted upon the following terms and conditions:

- 1. Term. The term of this License shall commence upon signature of all parties and continue until terminated or abandoned as provided herein or until December 31, 2025, which ever date occurs sooner.
- 2. Possession. Licensee's right to utilize the Right of Way and obligations contained herein shall commence as of the date of this License. Pursuant to the terms and limitations of this license, Licensee shall have use of the Right of Way described in Exhibit "A" for the purposes set forth herein.
- 3. Condition of Right of Way. Licensor represents that it has full right, power, and authority to enter into this License for the term herein granted and that the licensed Right of Way may be used by the Licensee during the entire term for the purposes herein set forth. If it is determined that Licensor did not have the right, power or authority to enter into this License because of Licensor's failure to have properly acquired jurisdiction over, or the Right of Way is under lease or license to another and Licensee has not acquired the leasehold interest of such other person(s), firm, or corporation, this License shall automatically terminate. In the event of termination under the circumstances set forth in this paragraph, Licensee shall waive any and all claims or causes of action against Licensor.

4. Consideration. The Right of Way herein licensed is held by Licensor for the purpose of public interest. The consideration for said license is other than payment.
5. Additional License Fees. As additional license fees, Licensee shall pay the following amounts:
 - A. All amounts which Licensee is required to reimburse Licensor for expenses incurred by Licensor in discharging Licensee's obligations.
 - B. All other amounts, which the Licensee is required to pay by any other provisions of this License.
6. Permitted Use. The Licensee may utilize the licensed Right of Way described in Exhibit "A" attached hereto and by this reference incorporated herein, for the purpose of continued use and maintenance of the Encroaching Facilities in accordance with the laws of the State of Oregon, Deschutes County Code (DCC) and all applicable regulatory requirements.
7. Conditions of Use. In connection with the use of the real property, Licensee shall:
 - A. Obtain all necessary legal and regulatory approvals or permits prior to any uses of the Right of Way.
 - B. Maintain the Right of Way to standards of repair, orderliness, neatness, sanitation and safety acceptable to Licensor.
 - C. Removal all structures, fences, tanks, debris, and other personal property, both above ground and underground, from the removal area identified in the attached Exhibit "A" by no later than 5:00 PM PST on December 31, 2022.
 - D. Conform to all applicable laws and regulations of any public authority affecting the Right of Way and Encroaching Facilities and the use after the date of this License, and correct at Licensee's own expense any failure of compliance created through Licensee's fault or by reason of Licensee's use if such failure of compliance arises as a result of conditions occurring after the date of this License.
 - E. Refrain from any use which would be reasonably offensive to the Licensor, or owners or users of adjoining real property, or which would tend to create a nuisance or damage the Right of Way.
 - F. Refrain from making any unlawful or offensive use of said Right of Way or to suffer or permit any waste or strip thereof.
 - G. Exercise diligence in protecting from damage the Right of Way covered by and used in connection with this License.
8. Licensee's Obligations. The following shall be the responsibility of the Licensee:
 - A. Any repairs necessitated by the negligence of Licensee, its agents, employees and invitees to the licensed Right of Way.
 - B. Any repairs or alterations required under Licensee's obligation to comply with laws and regulations as set forth in "Restrictions on Use" above.
 - C. Right of Way at end of License period shall be in as good condition as it was in at the beginning of the term, reasonable wear and tear excepted.
 - D. Pay Licensor for any damage resulting from Licensee's negligence or from the violation of the terms of this License.
 - E. Upon order by Licensor, remove or relocate any portion of Encroaching Facilities within Right of Way when Licensor deems it expedient.
9. Inspection of Right of Way. Licensor shall have the right to inspect the Right of Way at any reasonable time without need for formal notice.

10. Liens.
- A. Except with respect to activities for which the Licensor is responsible, the Licensee shall pay as due all claims for work done on and for services rendered or material furnished to the licensed Right of Way and shall keep the Right of Way free from any liens. If Licensee fails to pay any such claims or to discharge any lien, Licensor may do so and collect the cost as additional license fees. Any amount so added shall bear interest at the rate of nine percent (9%) per annum from the date expended by Licensor and shall be payable on demand. Such action by Licensor shall not constitute a waiver of any right or remedy, which Licensor may have on account of Licensee's default.
 - B. Licensee may withhold payment of any claim in connection with a good faith dispute over the obligation to pay, so long as Licensor's Right of Way interests are not jeopardized. If a lien is filed as a result of nonpayment, Licensee shall, within thirty (30) days after knowledge of the filing, secure the discharge of the lien or deposit with Licensor cash or a sufficient corporate surety bond or other surety satisfactory to Licensor in an amount sufficient to discharge the lien plus any costs, attorney fees and other charges that could accrue as a result of a foreclosure or sale under a lien.
11. Continuing Obligation. Said License shall be an ongoing, continuous and binding obligation and privilege for Licensee. The protections, rights and authority reserved to the Licensor herein shall inure to the benefit of any successor governmental authority.
12. Default. The following shall be events of default:
- A. Abandonment of the licensed Right of Way or the cessation of use of the Right of Way described in Exhibits "A".
 - B. Upon sale or abandonment of the personal property owned and occupied by the Licensee,
 - C. Failure of Licensee to pay any license fees or other charge within thirty (30) days after it is due and written notice is given by Licensor to Licensee.
 - D. Failure of Licensee to comply with any term or condition or fulfill any obligation of the License within thirty (30) days after written notice by Licensor specifying the nature of the default with reasonable particularity. If the default is in such a nature that it cannot be completely remedied within the thirty (30) day period, this provision shall be complied with if Licensee begins correction of the default within the thirty (30) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.
13. Termination. Said License shall terminate:
- A. By mutual agreement of the parties;
 - B. Upon 30 days' written notice by Licensor;
 - C. Immediately upon written notice by Licensor identifying existing public health and safety issue(s) associated with the Encroaching Facilities;
 - D. Upon Licensee's written notice to Licensor to include mutually agreed upon schedule for removal and/or secure capping of Encroaching Facilities;
 - E. Upon default which is not cured in accordance with the paragraph above entitled "Default";
 - F. Automatically upon vacation of the Right of Way.
14. Remedies on Default.
- A. In the event of a default, the License may be terminated at the option of the Licensor by notice in writing to Licensee. Except in the instance of an existing public health and safety issue(s) associated with the Encroaching Facilities, the notice may be given at any time

after the thirty (30) days grace period for default given under the paragraph entitled "Default." If the Right of Way is abandoned by Licensee in connection with a default, termination shall be automatic and without notice.

- B. In any of the above set out cases or events, the Licensor, or those having the Licensor's estate in the Right of Way, lawfully at its option may enter into and upon said Right of Way and every part thereof, and repossess the same of Licensor's former estate, and expel said Licensee and those claiming by and through or under Licensee, and remove Licensee's effects at Licensee's expense, forcibly if necessary, and store the same, without being deemed guilty of trespass and without prejudice to any remedy which otherwise might be used for arrears of license fees or preceding breach of covenant.
- C. The foregoing remedies shall be in addition to, and shall not exclude, any other remedy available to Licensor under applicable law and/or regulatory provisions.

15. Facilities, Structures, and Equipment.

- A. All equipment or other personal property associated with the Encroaching Facilities during the term by Licensee shall remain the property of Licensee except as otherwise provided herein.
- B. Upon abandonment, termination, revocation, or cancellation of this License, the Licensee shall remove, within a reasonable time, all equipment and other personal property associated with the Encroaching Facilities except those owned by Licensor. If Licensee fails to remove all or part of such personal property and equipment within thirty (30) days, and such additional time as is reasonable and necessary to effect such removal as may be agreed upon by the parties, then upon election of Licensor they shall become the property of Licensor.

16. Notices. Any notice by Licensee to Licensor or Licensor to Licensee must be served by certified or registered mail, postage prepaid, addressed to the other at the address given below or at such other address as either may designate by written notice.

Licensor:
Deschutes County Road Department
61150 SE 27th Street
Bend, OR 97702

Licensee:
Ike Abbas, Trustee
Ike Abbas Trust
P.O. Box 321
Terrebonne, OR 97760

17. Nonwaiver. Waiver by either party of strict performance of any provision of this License shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.

18. Partnership. Licensor is not by virtue of this License a partner or joint venturer with Licensee in connection with activities carried on under this License, and shall have no obligation with respect to Licensee's debts or any other liabilities of each and every nature.

19. Land Use Permit. This License does not constitute a land use permit, nor does acceptance of this License by Licensor constitute approval of any legislative or quasi-judicial action required as a condition precedent to use of the land for the intended purpose.

20. Licensor's Right to Cure Defaults. If the Licensee fails to perform any obligations under this License, the Licensor shall have the option to do so after thirty (30) days' written notice to the

Licensee. All of the Licensor's expenditures to correct the default shall be reimbursed by the Licensee on demand with interest at the rate of nine percent (9%) per annum from the date of expenditures by the Licensor.

- 21. Licensee Not An Agent of Licensor. It is agreed by and between the parties that Licensee is not carrying out a function on behalf of the Licensor, and Licensor does not have the right of direction or control of the manner in which Licensee transports or disposes of materials so long as Licensee meets criteria set forth herein.
- 22. Litigation Fees and Expenses. In the event an action, suit or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this License, each party shall be responsible for its own attorney's fees, expenses, costs and disbursements for said action, suit, proceeding or appeal.
- 23. Indemnification. Licensee shall defend, save, hold harmless, and indemnify Licensor, its agencies, officers, directors, agents, and employees from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the acts or omissions of Licensee or its employees, contractors, officers, or agents under this License, including but not limited to use, occupancy, operation, maintenance, and repair of the Encroaching Facilities.
- 24. Time is of the Essence. Time is of the essence in each and every provision of this License.
- 25. Severability. The parties agree that if any term or provision of this License is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the License did not contain the particular term or provision held to be invalid.
- 26. Authority. The signatories to this License covenant that they have the legal authority to bind their respective principals to the terms, provisions and obligations contained within this License.
- 27. Merger.

THIS LICENSE CONSTITUTES THE ENTIRE LICENSE BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS LICENSE SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS LICENSE. LICENSOR, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT LICENSOR HAS READ THIS LICENSE, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

(SIGNATURE PAGES TO FOLLOW)

LICENSEE:

DATED this 29th day of September, 2022.

Ike R.L. Abbas, Trustee
Ike Abbas Trust

STATE OF OREGON)
) ss.
COUNTY OF DESCHUTES)

This instrument was acknowledged before me by Ike R.L. Abbas, Trustee of the Ike Abbas Trust.

DATED this 29th day of September, 2022.

Notary Public for Oregon

My Commission Expires: 12/15/2023



LICENSOR:

DATED this ____ day of _____, 2022.

**BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON**

PATTI ADAIR, CHAIR

ANTHONY DEBONE, VICE CHAIR

PHIL CHANG, COMMISSIONER

STATE OF OREGON)
) ss.
COUNTY OF DESCHUTES)

This instrument was acknowledged before me by Patti Adair, Anthony DeBone, and Phil Chang, the above-named Board of County Commissioners of Deschutes County, on behalf of Deschutes County, Oregon.

DATED this ____ day of _____, 2022.

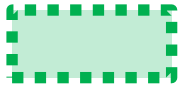

Notary Public for Oregon

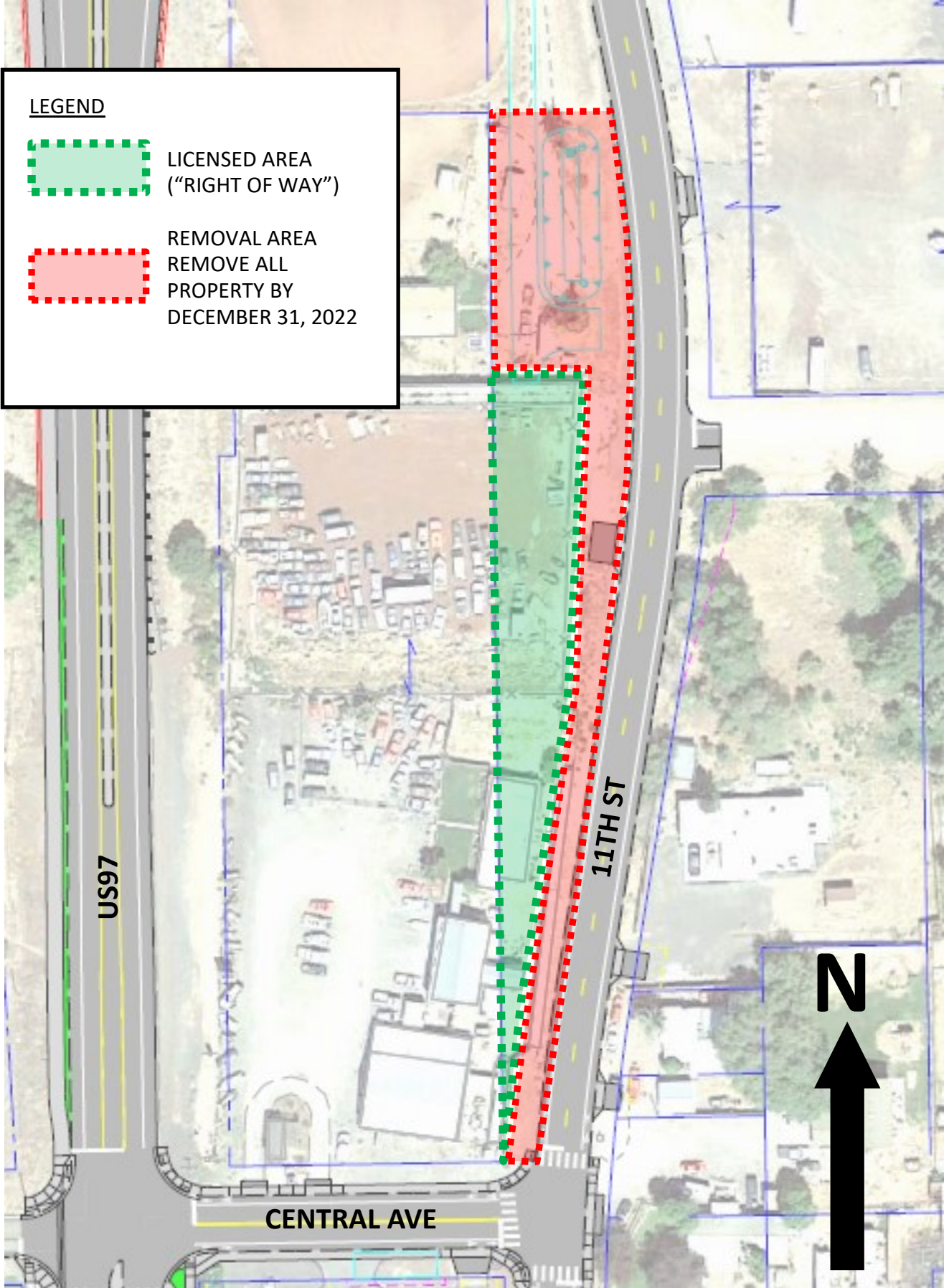
My Commission Expires: _____

EXHIBIT "A" - LOCATION MAP

Not To Scale

LEGEND

-  LICENSED AREA ("RIGHT OF WAY")
-  REMOVAL AREA REMOVE ALL PROPERTY BY DECEMBER 31, 2022





BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: October 19, 2022

SUBJECT: Deschutes County Employee Benefits Renewal for the 2023 Plan Year

RECOMMENDED MOTION:

1. Move to approve renewing with Sunlife, the current Stop Loss provider, and deductible limits for the 2023 plan year.
2. Move to approve renewing with PacificSource, the current Third Party Administrator (TPA), for the 2023 plan year.
3. Move to approve the staff recommended Employee Benefit Plan changes #1-7
4. Approve County Administrator signature of the final Deschutes County Employee Benefits Health Plan documents and service agreements for the 2023 plan year.

BACKGROUND AND POLICY IMPLICATIONS:

The Deschutes County Employee Health Benefits Plan is set to renew January 1 for the 2023 Plan Year. This annual renewal period requires the County to evaluate the health benefits plans and vendor contracts supporting the plans. Deschutes County has established the Deschutes County Group Health Plan (referred to as the "Plan") to provide health care coverage for eligible employees and their dependents. Deschutes County is the Plan Sponsor. This Plan Document contains both the written Plan Document and the Summary Plan Description ("SPD") which will be administered by PacificSource, the Third Party Administrator, and will be effective on 1/1/2023.

The attached memo and matrix provide additional detail on the recommended changes and proposed contract renewals.

BUDGET IMPACTS:

None

ATTENDANCE:

Kathleen Hinman, Director Human Resources

Trygve Bolken, Human Resources Analyst



Date: October 19, 2022
 To: Deschutes County Board of County Commissioners
 From: Trygve Bolken, HR Analyst and Kathleen Hinman, HR Director
 Re: Deschutes County Employee Benefits Renewal for the 2023 Plan Year

The Deschutes County Employee Benefits Plan is set to renew for the 2023 Plan Year.

The following is a summary of program renewals and considerations for the period of January 1, 2023 – December 31, 2023.

In preparation for the annual renewal period, staff meets with the County’s legal team, benefit consultant, and Third Party Administrator (TPA) to review proposed changes to the plan. This includes an analysis of changes due to legislative requirements, industry standards, new offerings in the industry, benchmarking against comparable plans, cost of the change, and the impact on the health care needs of our employees and their dependents.

It is the County’s approach to consider changes that have proven effectiveness, are mandated by law, fiscally responsible, and competitive with benchmarking against other health plans.

After review, staff develop recommended renewal changes, and present them to the County’s Employee Benefits Advisory Committee (EBAC) for consideration. EBAC makes recommendations to the Board regarding employee benefits.

On Tuesday, September 27, EBAC voted 14 – 1 in support of the following proposed plan changes for the 2023 Plan Year:

The summary of the health and benefit program renewal, including:

- Employee Health Benefits Plan (Medical/Dental/Vision/Prescription Drugs)
- Flexible Spending Accounts (FSA)
- Employee Assistance Program (EAP)
- Life Insurance, Accidental Death & Dismemberment Insurance, and Long Term Disability

Based on current claims trends and proposed plan changes and, overall combined annual employer costs are expected to rise 9.1% or \$2,072,296. This renewal recommendation includes retaining the same vendors, the same employee contribution rate, and includes the changes to the health plan

design as recommended below.

The following vendors and renewal rates are recommended:

- Employee Health Benefits Plan
 - ✓ Includes Sunlife Stop Loss Premium: 5% increase; estimated \$52,611 annual cost
 - ✓ Includes TPA PacificSource Services Fee: 3.1% increase; estimated \$17,885 annual cost
- Life and Disability Insurances with New York Life: No increase (guaranteed until 1/1/2025)
- Employee Assistance Program with Canopy: No increase
- Flexible Spending Accounts with PacificSource Administrators: No increase

Stop Loss Coverage: The plan has not experienced as many high costs claims this year compared to the prior year and the plan's future projections are looking more favorable. Last year, staff sought competitive bids for renewal however, most firms declined to bid and we experienced a 45% rate increase. Given our more favorable claims year, we were able to negotiate a 5% rate increase with our current vendor. Additionally, we received a few other competitive bids, however 5% with our current vendor is the most competitive.

- **Staff recommends and EBAC supports renewing with the current Stop Loss provider and deductible limits for the 2023 plan year.**

Third Party Administrator (TPA): Last year a 3% rate was negotiated for TPA services with our current vendor, PacificSource. This year, PacificSource has proposed a 3.1% rate increase for TPA services.

- **Staff recommends and EBAC supports renewing with the current TPA vendor for the 2023 plan year.**

Employee Health Benefits Plan: This year continued to present challenges in forecasting claims costs due to delayed medical care and increased health care costs in general. In total, overall plan costs are on the rise and are estimated to increase by 9.1% resulting in an anticipated \$2,072,296 increase cost to the plan. This includes the increases associated with the Stop Loss and TPA services mentioned above.

- **Staff recommends and EBAC supports the following Employee Benefit Plan changes, #1-7, for the 2023 plan year.**

1. **Enrollment wait period: Adopt temporary amendment language allowing enrollment to be effective first of the month after hire date.**

The current plan language states that enrollment is first of the month after 30 days of employment. The amendment, which shortens the enrollment wait period, has been in place during the pandemic to help avoid a break in coverage for new staff. The shorter enrollment wait period is competitive with other employers. The current plan amendment expires 12/31/2022.

- **HR Staff recommends and EBAC supported making this change to the wait period. There is no estimated impact to the cost of the plan.**

2. **COVID-19 Testing and Diagnosis & Early Prescription Refills: Revert to regular plan language.**

The current plan amendment expiring on 12/31/2022 waives deductibles, copayments and/or coinsurance for COVID-19 related services. The amendment was required during the pandemic and is now no longer required. In benchmarking with other plans, staff sees most plans ending this enhanced coverage and covering services for COVID illness under standard plan language, similar to other illness.

- **HR Staff recommends and EBAC supported allowing the current amendment to expire. With this recommendation, the estimated cost impact to the plan is a savings of \$72,100 annually.**

3. **PacificSource Provider Network: Change medical provider network to Navigator.**

Change from the PacificSource Voyager network to the PacificSource Navigator network for medical providers. There is very minimal impact and disruption to members and the change will result in savings to the plan. (Dental network will continue as Advantage Dental network).

- **HR Staff recommends and EBAC supported making this change to the provider network. The estimated cost impact to the plan is a savings of \$917,580 annually.**

4. **Benefit Exclusions: Remove the plan exclusion for abortion services.**

PacificSource identifies abortion services as a State mandated covered benefit and recommends removing the exclusion to be in compliance. However, Deschutes County is self-insured and DC Legal believes our plan to be in compliance with the exclusion. Benchmarking shows other comparable plans cover the service and the cost impact to the plan is minimal.

- **Due to plan benchmarking and minimal cost, HR Staff and EBAC supports removing the exclusion. The estimated cost impact for this change is an annual increase of \$8,000 to \$12,000.**

5. **Update plan language to align with current plan interpretation and TPA best practices.**

In partnership with our TPA, HR staff have made efforts to clarify plan language. Proposed changes area clarifications to the plan document and do not change benefit coverage.

- **HR Staff recommended and EBAC supports making the corrections, clarifications and changes as described on the PacificSource Notice of Change PY23 sheet.**

6. **Update plan language – Rx Drug Benefit Max OOP Accumulation.**

Northwest Pharmacy Services (NWPS) our pharmacy benefit manager, recommended adding additional language to the plan document clarifying when the difference in cost from when a

member requests brand name and generic is available does not go towards OOP max. Proposed changes area clarifications to the plan document and do not change benefit coverage.

- **HR Staff recommended and EBAC supports adding this language.**

7. **Change mail order pharmacy option with NWPS to Walmart Home Delivery.**

NWPS changed mail order pharmacy from Kelley-Ross Union Pharmacy to Walmart Home Delivery.

- **HR Staff recommends and EBAC supported change to the mail order pharmacy provider. There is no estimated impact to the cost of the plan.**

The following plan changes were discussed with EBAC and are not being recommended for consideration by staff and EBAC for this plan year:

8. **Telehealth Copay: Change plan to \$0 co-pay for telehealth visits**

PacificSource is changing their plans to a \$0 co-pay for telehealth visits. PacificSource fully insured plans utilize Teladoc for their telehealth visits at a discounted rate. The County plan pays the same cost for telehealth and in office visits, there is no reduced rate for telehealth.

9. **Weight Loss Drugs: Adding weight loss drugs to Rx Formulary**

The current plan formulary does not include use of off-label drugs for weight loss purposes. The recent and pending reviews and outcomes for off-label drug use for weight loss are trending positively, benchmarking shows a significant cost impact, lack a history of proven effectiveness, and limited coverage by comparable plans at this time. The estimated cost impact of this change would be an annual increase of \$655,200.

10. **Musculoskeletal (MSK) Solutions: New Virtual Physical Therapy program**

Davidson Benefits Planning presented a new virtual physical therapy program. Benchmarking shows a cost impact to the plan, lack a history of proven effectiveness, and limited coverage by comparable plans at this time. The estimated cost impact for this change is an annual increase of \$137,000.

11. **Chronic Condition Support: Livongo Chronic Care Complete Program**

Livongo proposed increasing their program offerings to include more Chronic Care services. Staff does not support as these services can be performed through our current Wellness program at the doc. The estimated cost impact for this change is \$75.00 per participant per month.

12. **Infertility Services: Add basic coverage for infertility services**

Staff continued to review consideration to add basic coverage (\$20,000 lifetime benefit) for

infertility services to the plan. Benchmarking shows a cost impact to the plan, lacks history or effectiveness, and limited coverage by comparable plans. The estimated cost impact of adding this benefit would be an annual increase of \$292,000.

13. **Top Doctor Search Tool: Garner Health - Quality Analytics**

Garner uses healthcare transparency data to rate doctors on multiple points of care. The app and concierge service help members identify the highest-quality, in-network, available doctors for their care. HR staff will continue to gather information and review for consideration in future plan years.

14. **Employee Cost Share and Tiers**

Consider moving from one tier to two or more tiers (ex: Employee Only and Employee + Dependents) for employee cost share contributions for the health benefits plan. HR staff will continue to gather information and review for consideration in future plan years.



**HUMAN
RESOURCES**

**Changes to Deschutes County Employee
Benefits Plan for 2023 Plan Year
Changes effective 1/1/2023**

Recommended Changes – Benefits Plans		
Plan Change	Recommended Change	Reason For Change
<p>1. Enrollment Wait Period - to First of the Month After Hire</p> <p>Amendment #1 – Medical and Dental Plans</p>	<p>EBAC supports HR Recommendation. Adopt the temporary amendment language allowing enrollment to be effective first of the month after hire date.</p> <p>(Current plan language states enrollment is first of the month after 30 days of employment.)</p> <p>*Current plan amendment expires 12/31/2022 and staff supports adopting the amended language.</p>	<p>Estimate no impact to the cost of the plan. The amendment has been in place during the COVID pandemic to avoid a break in coverage for new staff. The shorter wait period is complete with other employers.</p> <p>Current plan language states enrollment is first of the month after 30 days of employment.</p>
<p>2. COVID-19 Testing and Diagnosis & Early Prescription Refills</p> <p>Amendment #1 – Medical Only</p>	<p>EBAC supports HR Recommendation. Revert to regular plan language and end current medical plan amendment waiving deductibles, copayments and/or coinsurance for COVID-19 related services.</p> <p>Current plan amendment expires 12/31/2022 and staff supports ending the amendment.</p>	<p>Estimate -\$72,100 annually by letting the amendment expire.</p> <p>Amendment required during the pandemic, now no longer required. Services would be covered similar to any other illness.</p>
<p>3. Provider Network - Change Medical provider network to Navigator</p>	<p>EBAC supports HR Recommendation. Change from the PacificSource Voyager network to the PacificSource Navigator network for medical providers. (Dental network will continue as Advantage Dental network)</p> <p>Staff supports this change.</p>	<p>Estimate -\$917,580 (-6.1%) annually by moving to new medical network. The estimated savings is from improved rates with providers. Disruption with members/providers is very minimal. Disrupted members will be notified.</p>
<p>4. Benefit Exclusions - Abortion</p>	<p>EBAC supports HR Recommendation. Remove the plan exclusion for abortion services.</p> <p>PacificSource identifies this as a State mandated covered benefit and recommends adding to be in compliance. Due to plan benchmarking and minimal cost, staff supports removing the exclusion. However, Deschutes County is self-insured and DC Legal believes our plan to be in compliance with the exclusion.</p>	<p>Estimated +\$8,000 to \$12,000 cost to plan for abortion services. Benchmarking shows all other comparable plans as covering the service.</p> <p>Current Plan Excludes: <i>Abortion – services, supplies, care or treatment in connection with an abortion unless the life of the mother is endangered by the continued pregnancy or the pregnancy is the result of rape or incest.</i></p>

<p>5. Document Wide - Plan language updates (Medical and Dental Documents Wide)</p>	<p>EBAC supports HR Recommendation. Language to be added or changed throughout the plan documents to clarify benefits, the administration of benefits, or to align with PacificSource core plan language.</p>	<p>These changes are clarification and clean-up of plan language. Not a change to the benefit or coverage. Deschutes County Legal has reviewed the changes.</p>
<p>6. Plan language update – Rx Drug Benefit Max OOP Accumulation</p>	<p>EBAC supports HR Recommendation. NWPS recommended additional language clarifying that the difference in cost when a member requests brand name and generic is available does not go towards OOP max.</p>	<p>These changes are clarification and clean-up of plan language. Not a change to the benefit or coverage.</p>
<p>7. Mail Order Pharmacy - option with NWPS to Walmart Home Delivery</p>	<p>EBAC supports HR Recommendation. NWPS changed mail order pharmacy from Kelley-Ross Union Pharmacy to Walmart Home Delivery.</p>	<p>Estimate no impact to the cost of the plan. Currently one member is using the mail order pharmacy service and they have been notified of the change.</p>



Oregon Public Self-Funded Notice of Change to Your Medical and Dental Administration

Your Plan administration may change in 2023 to comply with the Affordable Care Act (ACA), federal legislation, state legislation or PacificSource best practices. The following outline will guide you on the changes that will be made to the PacificSource core Plan Document and Administrative Services Agreement. If you have questions, you should seek legal counsel for how these apply to your Plan.

Required Changes:

Language Updates			
Section	Old Language	New Language	Why are these changes occurring?
Plan Document throughout Medical and Dental	N/A	We have updated the Plan Document to assist with readability and ease of understanding the benefits provided. The overall organization further provides clarity on services and administration.	The Plan Document is updated to assist with member understanding and to provide clarity on benefits offered. Additionally, the content of the document has been adjusted and sections expanded or included to address benefit coverages and exclusions. Your final Plan Document will also contain additional updates that do not affect benefits or administration but rather are core template updates.
Plan Document throughout Medical and Dental	Defined terms not capitalized.	Defined terms are capitalized.	Clarity and consistency. These will not show as redline
Additional Information – both Medical and Dental documents. Introduction paragraph, no page number, but third page of word doc.	As used in this Plan Document, the word ‘year’ refers to the contract year, which is the 12-month period beginning January 1 st and ending December 31 st . The word lifetime as used in this document refers to the period of time you or your eligible family members participate in this Plan or any other plan offered by the Plan Sponsor.	Paragraph has been removed in full.	Core language now refers to “Benefit Year”, and “Lifetime Maximum” is a defined term.
Plan Document throughout Medical and Dental documents – First appearance is Page 1	calendar year	Benefit Year	Benefit Year is now defined as Calendar Year.

Plan Document throughout— First appearance is Page 2	Telemedicine	Telehealth	Clarity and consistency.
Plan Document throughout - First appearance is Page 1	NA	Allowable fee is expanded to define fees for all providers.	Administrative clarification.
Medical Plan Document – Throughout First appearance is Page 1	Voyager	Navigator	Network change
Medical and Dental Benefit Summaries. - - Page 5 – Medical Plan Document Page 3 –Dental Plan Document	NA	Discrimination is against the law Both the Plan Sponsor and PacificSource Health Plans comply with applicable federal civil rights laws and do not discriminate on the basis of race, color, national origin, age, disability, or sex. The Plan Sponsor and PacificSource do not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.	Core Language Update.
Becoming Covered – Dependents Page 64 – Medical Plan Document. It is also in the Dental Plan Document.	Separate explanations were included for adoption, foster care, and guardianship.	Adoption, foster care, and guardianship have been wrapped into the Dependent Child explanation.	Clarification and a simplification of language, not a change to the administration of eligibility.
Special Enrollment Rule #2 Page 67 – Medical Plan Document. It is also in the Dental Plan Document.	Language called out every specific qualifying event.	Language has been simplified to reference qualifying events as a whole.	Clarification and simplification of language. Specific qualifying events are already addressed in the Enrolling New Dependents section.

Medical Changes

Section	Summary of Change	Why are these changes occurring?
Prescription Drugs –Pages 13 through 16.	Please review the Prescription Drug Benefit Summary and Prescription Drug section with your Pharmacy Benefit Manager and provide any updates as needed.	Please review your Prescription Drug Benefits with your Pharmacy Benefit Manager.
Medical Benefit Summary- Professional Services – Surgery - Page 7	Deschutes County Onsite Clinic Providers – Surgery Benefit for Professional Services has been corrected from “Not Available” to “No Deductible, 0%”	Correction to the Plan Document, not a change to the administration of benefits.
Vision Benefit Summary- Page 11	Removed language for charges greater than/less than the allowed amount.	Clarification and a simplification of language, not a change to the administration of benefits.
Vision Benefit Summary- Page 11	Exclusions list has been alphabetized.	Clarity and consistency.
Preventive Care Services- Page 19	Added language to indicate that this Plan is subject to state mandated benefits.	Core Language Update.
Colorectal Cancer Screening - Page 20	Preventive services colorectal cancer screening now include follow up colonoscopies performed after a positive non-invasive stool based screening or direct visualization.	USPSTF update
Immunizations – Page 20	Callouts of specific covered immunizations has been removed.	Simplification of language, not a change to the administration of benefits.
Preventive Physicals – Page 20	Added language regarding depression screening for all adults.	Clarification, not a change to the administration of benefits.
Dietary or Nutritional Counseling – Page 23	Added language regarding ACA-required obesity coverage.	Clarification, not a change to the administration of benefits.
Blood Transfusions – Page 23	Updated language to clarify services covered under Blood Transfusion benefits.	Clarification, not a change to the administration of benefits.
Diagnostic and Therapeutic Radiology/Laboratory-(non-advanced) – Page 26	Clarified language for out-of-network non-preventive colonoscopies	Clarification, not a change to the administration of benefits.
Durable Medical Equipment – Page 28	Simplification of language, for the DME prior authorizations.	Core language Update.
Durable Medical Equipment – Page 28	Simplified the language for obstructive sleep apnea.	Core Language Update.
Inpatient Habilitation and Rehabilitation – Page 30 and 31	Updated language to allow medical necessity for all diagnoses.	PacificSource standard practice and industry standard. Please note that these services will be outlined separately in the Plan Document and is not a combined benefit.
Maternity Services -- Page 31	This plan covers labor and delivery services at an out-of-network facility when a Member is unable to be treated by an in-network facility during a declared public health emergency. These services will be paid at the in-network cost sharing amount.	Oregon regulation

Outpatient Services -- Page 31	Added new section for Applied Behavioral Analysis (ABA) for Autism, Asperger's, or Pervasive Development Disorder.	Clarification, not a change to the administration of benefits.
Outpatient Habilitation and Rehabilitation -- Page 32	Updated language to allow medical necessity for all diagnosis.	PacificSource standard practice and industry standard. Please note that these services will be outlined separately in the Plan Document and is not a combined benefit.
Benefit Exclusions -- Page 39	The benefit exclusion of abortion has been removed, due to the NOC requiring it to be covered.	State Mandated covered benefit.
Benefit Exclusions -- Page 39	The benefit exclusion for phone consultations has been removed, due to Telehealth benefits.	Clarification, not a change to the administration of benefits.
Benefit Exclusions -- Page 40	The benefit exclusion for Infertility has been added, Language for the previous version of Family Planning was rewritten and simplified.	Clarification, not a change to the administration of benefits.
Benefit Exclusions-- Page 41	The benefit exclusion of Narcosynthesis has been removed, This update was made due to Mental Health Parity requirements.	Mental Health Parity
Benefit Exclusions-- Page 42	The benefit exclusion for Orthognathic surgery has been updated for clarification.	Clarification, not a change to the administration of benefits.
Benefit Exclusions-- Page 43	The benefit exclusion Services/supplies provided by domestic or foreign government has been removed, as this is a custom client benefit offering.	Correction to the Plan Document, client covers these benefits as a custom benefit offering.
Prior Authorization - Page 45	Language regarding treatment received without a Prior Authorization in place has been updated.	PacificSource has rewritten this section related to internal processes for clarification. Not a change to administration.
Using the Provider Network - Page 48	Language has been added to clarify that services do not require referrals and that Members can obtain healthcare outside of the Plan if they choose.	Clarification, not a change to the administration of benefits.
Your Primary Care Provider/Shared Decision Making - Page 46	These two sections pertain to the Navigator Network	Language added for the new network.
Allowable Fee for Out-of-Network Providers - Page 50	Section has been rewritten for clarity and simplicity, and in accordance with the new Allowable Fee Definition.	Clarification, not a change to the administration of benefits.
Your Rights and Protections Against Surprise Medical Bills and Balance Billing Page 47	New section has been added.	Clarification, not a change to the administration of benefits.
Example of Provider Payment Page 48	Example has been updated for clarity and to reflect the Allowable Fee change.	Clarification, not a change to the administration of benefits.
Finding an In-network Provider Page 49	Language has been added to clarify that providers on the nationwide network are only considered in-network when the member is out of the service area.	Clarification, not a change to the administration of benefits.
Epidemic/Dependent Children Residing Outside the Service Area Page 50	Two new sections have been added due to Navigator Network.	Language added for the new network.
Claim Handling Procedures	This section has been rewritten to include more specific information on the	PacificSource has rewritten this section related to

Page 51	claims handling process and timelines.	internal processes for clarification. Not a change to administration.
Legal Procedures Page 57	The reference to a specific timeline has been removed. Language limiting legal action after the expiration of the applicable statute of limitations remains.	Clarification, not a change to administration.
Eligibility – Dependents Page 66 Medical Page 26 - Dental	Adoption, foster care, and guardianship now fall under the definition of Dependent Children.	Clarification, not a change to administration.
Special Enrollment Rule #2 Page 70	Specific qualifying events are already addressed in the Enrolling New Dependents section.	Clarification, not a change to administration.
Definitions Page 76	Allowable Fee has been updated and rewritten.	Core Language Update.
Definitions Page 77	Balance Billing definition has been added per the new federal requirement.	Core Language Update.
Definitions Page 78	Benefit Year definition has been added.	Core Language Update.
Definitions Page 78	Chemotherapy definition has been added.	Core Language Update.
Definitions Page 78	Custodial Care definition has been added.	Core Language Update.
Definitions Page 78	Dependent definition has been added.	Core Language Update.
Definitions Page 79	Eligible Employee definition has been updated.	Clarification, not a change to the administration of benefits.
Definitions Page 82	Hospice Care definition has been added.	Core Language Update.
Definitions Page 84	Provider definition has been added.	Core Language Update.
Definitions Page 85	Radiation Therapy definition has been added.	Core Language Update.
Definitions Page 85	Service Area definition has been added.	Core Language Update.
Definitions Page 87	Telehealth definition has been updated.	Core Language Update.
Definitions Page 87	Women's Healthcare Services definition has been added.	Core Language Update.

Dental Changes

Section	Summary of Change	Why are these changes occurring?
Dental Benefit Summary Page 3	Added row for Night guards under Class III services.	Clarification, not a change to the administration of benefits.
Cosmetic Orthodontic Benefit Summary Page 4	Added language to clarify that enrollment in orthodontia coverage must match enrollment in the dental Plan.	Clarification, not a change to the administration of eligibility.
Cosmetic Orthodontic Benefit Summary Page 4	Added language to communicate that internet/web based providers are not eligible.	Clarification, not a change to the administration of benefits.
Understanding Experimental, Investigational, or Unproven Services Page 6	This is a new section explaining Experimental, Investigational, or Unproven services and how PacificSource reviews coverage for services that fall in this category.	Core Language Update.

Class I Services Page 7	Added language to call out that Class I services do not apply to the benefit maximum for Members age 18 and younger.	Clarification of custom benefit, not a change to the administration of benefits.
Class II Services Page 7	Bullet point for fillings has been rewritten.	Clarification, not a change to the administration of benefits.
Class II Services Page 7	Bullet point for fillings has had language added for gold fillings reducing to amalgam.	Clarification of custom benefit, not a change to the administration of benefits.
Using the Dental Network Page 14	Language has been added to clarify that services do not require referrals.	Clarification, not a change to the administration of benefits.
Example of Provider Payment Page 15	This section has been removed.	Clarification and simplification of language, not a change to the administration of benefits.
Balance Billing Page 14	New section has been added.	Clarification, not a change to the administration of benefits.
Claims Payment Page 16	This section has been expanded to include more specific information on the claims handling process and timelines.	PacificSource has rewritten this section related to internal processes for clarification. Not a change to administration.
Definitions Pages 42-45	The following definitions have been added as a clarification: <ul style="list-style-type: none"> • Dependent • Experimental, Investigational, or Unproven • Illness • Injury • Lifetime Maximum • Post-service Claim • Pre-service Claim • Urgent Care Claim 	Clarification, not a change to the administration of benefits.
Definitions Page 40	Definition for Accident has been added	Core Language Update.
Definitions Page 40	Definition for Allowable Fee has been updated	Clarification, not a change to the administration of benefits.
Definitions Page 41	Definition for Balance Billing has been added	Core Language Update.
Definitions Page 41	Definition for Benefit Year has been added	Core Language Update.
Definitions Page 42	Definition for Concurrent Care Claim has been added	Clarification, not a change to the administration of benefits.
Definitions Page 42	Definition for Dependent has been added	Clarification, not a change to the administration of benefits.
Definitions Page 43	Definition for Eligible Employee has been updated.	Clarification, not a change to the administration of benefits.
Definitions Page 43	Definition for Emergency Dental Condition has been added.	Clarification, not a change to the administration of benefits.
Definitions Page 43	Definition for Experimental, Investigational, or Unproven has been added.	Clarification, not a change to the administration of benefits.
Definitions Page 44	Definition for Illness has been added.	Clarification, not a change to the administration of benefits.
Definitions Page 44	Definition for Injury has been added.	Clarification, not a change to the administration of

		benefits.
Definitions Page 44	Definition for Lifetime Maximum has been added.	Clarification, not a change to the administration of benefits.
Definitions Page 44	Definition for Post-service Claim has been added.	Clarification, not a change to the administration of benefits.
Definitions Page 45	Definition for Pre-service Claim has been added.	Clarification, not a change to the administration of benefits.
Definitions Page 45	Provider definition has been added.	Core Language Update.
Definitions Page 45	Definition for Urgent Care Claim has been added.	Clarification, not a change to the administration of benefits.
Definitions Page 45	Definition for X-ray has been added.	

Optional Changes:

Medical Changes				
Yes	No	Section	Summary of Change	Why are these changes occurring?
		Covered Expenses – Other Covered Services, Supplies, and Treatments – Page 25	Coverage for elective abortions	To comply with ORS 743A.067
		Medical Benefit Summary – Standard Plan Page 2	Standard Plan - Telehealth visit copayment change to \$0.	PacificSource best practices.

Employer Plan Document

Your PacificSource Sales and Service Team will provide you a 'redlined' version of your Plan Document with the applicable changes for you to review. Please note that minor changes, including formatting, grammatical or cosmetic are not included in the NOC summary. Once the changes and updates have been approved a final Plan Document will be provided to you for signature. You will be able to access your signed Plan Document online. You can also enroll new members, update existing member information, print temporary ID cards, and view your current census information and enrollment totals.

<https://intouch.pacificsource.com/ITE/Login>

Member Materials

After your Plan changes have been processed, **new ID cards will be mailed to your covered employees and their dependents only if there is a change that impacts ID cards.** Participants under the plan will have 24/7 access to the approved Plan Document and Summary of Benefit Coverages (SBCs) through InTouch for Members at PacificSource.com, as well as access to our **provider directory** and other information.

We're here to help.

As always, PacificSource is here to assist you. If you have questions, your agent or PacificSource Account Manager is happy to help.

Signature: _____ Date: _____



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: October 19, 2022

SUBJECT: Consideration of Board Signature of Document No. 2022-790, an amendment to SunWest Builders contract No. 2022-197 to establish the Guaranteed Maximum Price for the remodel of 244 Kingwood Avenue in Redmond, OR, and related site improvements

RECOMMENDED MOTION:

Move approval of Document No. 2022-790 amending Deschutes County Contract No. 2022-197 with SunWest Builders for the Remodel of 244 Kingwood, Redmond, Oregon and related site improvements.

BACKGROUND AND POLICY IMPLICATIONS:

In February of 2022, the Board of County Commissioners approved a contract with SunWest Builders (SWB) to provide Construction Manager/General Contractor services for the North County Campus comprised of two buildings at 236 and 244 Kingwood in Redmond, Oregon. The initial contract for preconstruction services was for \$21,000. Design is now complete, and SWB has provided a final Guaranteed Maximum Price (GMP) for the remodel of 244 Kingwood and related site improvements. A 2nd GMP amendment for the remodel of 236 Kingwood is expected to be available in 4-6 weeks.

Based on early conceptual cost estimates, staff budgeted \$3.2M for the total 244 Kingwood project including soft costs like architectural design and permitting. Of those costs, \$2.55M was allocated for hard construction. The remodel of 236 Kingwood was budgeted separately. Subsequent to the budget process, an additional 424 SF became available and was included in the scope.

Over the past year, construction costs have increased significantly. During the pre-construction phase, SWB provided construction cost estimates which were presented to the Facilities Project Review Committee in July of 2022. At that time, prior to soliciting subcontractor bids, the construction cost estimate for the combined 244 Kingwood building remodel and site improvements totaled \$3.3M, approximately \$745,000 higher than the budgeted construction costs. By continuing to refine the scope of the project and through favorable subcontractor bids, the final proposed GMP provided by SunWest

Builders now totals \$2,966,855, for a total of \$416,855 over the FY 2023 budget for hard construction costs.

To meet these increased project funding requirements, Mosaic Medical, Deschutes County Health Services, and 9-1-1 (for 9-1-1 related site work) have committed resources totaling \$416,855. These contributions combined with the amount budgeted in Fund 463 provide the resources necessary to meet the proposed Guaranteed Maximum Price. This table illustrates the proposed funding allocation:

Campus Improvements Fund 463 Construction Costs Budget—FY23	\$2,550,000
Mosaic Medical Contribution	\$215,000
9-1-1 Service District Contribution—related site work	\$59,901
Deschutes County Health Services Contribution	\$141,954
Total Proposed Guaranteed Maximum Price—244 Kingwood	\$2,966,855

From July 2022 to the present time, the difference between the FY 23 budgeted construction costs and the construction cost estimate has been reduced by over 50% through a combination of targeted design and construction efficiencies. Additionally, project partners have allocated additional funds to bridge the remaining gap.

BUDGET IMPACTS:

If approved, Contract No. 2022-197 with SunWest Builders will be amended for a total contract amount of \$2,966,855 for the remodel of 244 Kingwood, Redmond, Oregon, and related site improvements.

ATTENDANCE:

- Lee Randall, Facilities Director
- Briana Manfrass, Pinnacle Architecture
- Shaun Clifford, Pinnacle Architecture
- Kevin Link, SunWest Builders
- Adam Bowles, SunWest Builders

DESCHUTES COUNTY DOCUMENT SUMMARY

(NOTE: This form is required to be submitted with ALL contracts and other agreements, regardless of whether the document is to be on a Board agenda or can be signed by the County Administrator or Department Director. If the document is to be on a Board agenda, the Agenda Request Form is also required. If this form is not included with the document, the document will be returned to the Department. Please submit documents to the Board Secretary for tracking purposes, and not directly to Legal Counsel, the County Administrator or the Commissioners. In addition to submitting this form with your documents, please submit this form electronically to the Board Secretary.)

Please complete all sections **above** the Official Review line.

Date: October 19, 2022

Department: Facilities

Contractor/Supplier/Consultant Name: SunWest Builders

Contractor Contact: Steve Beuttner

Contractor Phone #: 541-548-7341

Type of Document: Amendment to Services Contract

Goods and/or Services: Construction Manager/General Contractor Services

Background & History:

SunWest Builders was selected to provide Construction Manager/General Contractor services for the North County Campus at 236 Kingwood and 244 Kingwood in Redmond, Oregon. The initial contract for preconstruction services is for \$21,000. Design is now complete for 244 Kingwood and related site improvements. The contractor has provided a Guaranteed Maximum Price (GMP) for construction services which will be incorporated into the contract by means of this amendment to contract #2022-197. A second amendment for 236 Kingwood related construction remodel is expected to be executed in 4-6 weeks.

SunWest Builders has provided Pre-Construction Services per the contract. The 244 Kingwood and related site improvements portion of the project will now proceed to the construction phase.

A publicly advertised request for proposals for a Construction Manager/General Contractor was conducted in accordance with DCC 2.37 and ORS 279C.337. Notice of Intent award process as presented to the Board of Commissioners on February 9, 2022 and protest period ending February 16, 2022 with no protests submitted.

The project is being funded through Campus Improvements Fund 463 with additional contributions from Health Services, Mosaic Medical, and 9-1-1.

Agreement Starting Date: February 28, 2022 **Ending Date:** June 30, 2023

Annual Value or Total Payment: \$2,966,855

Insurance Certificate Received (check box)
Insurance Expiration Date: 10/01/2022

Check all that apply:

RFP, Solicitation or Bid Process

- Informal quotes (<\$150K)
- Exempt from RFP, Solicitation or Bid Process (specify – see DCC §2.37)

Funding Source: (Included in current budget? Yes No)

Is this a Grant Agreement providing revenue to the County? Yes No

Departmental Contact and Title: Lee W. Randall, Director **Phone #:** 541-617-4711

Department Director Approval: _____
Signature Date

Distribution of Document: Who gets the original document and/or copies after it has been signed? Include complete information if the document is to be mailed.

Official Review:

County Signature Required (check one): BOCC Department Director (if <\$25K)

Administrator (if >\$25K but <\$150K; if >\$150K, BOCC Order No. _____)

Legal Review _____ Date _____

Document Number: 2022-790

REVIEWED

LEGAL COUNSEL

For Recording Stamp Only

**DOCUMENT NO. 2022-790
AMENDING DESCHUTES COUNTY CONTRACT NO. 2022-197**

THAT CERTAIN AGREEMENT, Deschutes County Contract No. 2022-197 dated February 28, 2022, by and between DESCHUTES COUNTY, a political subdivision of the State of Oregon (“County”) and Sunwest One Inc., dba **SunWest Builders** (“Contractor”), is amended, effective upon signing of all parties, as set forth below. Except as provided herein, all other provisions of the contract remain the same and in full force.

County’s performance hereunder is conditioned upon Contractor’s compliance with provisions of ORS 279B.220, 279B.225, 279B.230, and 279B.235, which are hereby incorporated by reference. In addition Standard Contract Provisions contained in Deschutes County Code Section 2.37.150 are hereby incorporated by reference. Contractor certifies that the representations, warranties and certifications contained in the original Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

The above listed contract is amended as follows:

**EXHIBIT 1
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2022-197
STATEMENT OF WORK, COMPENSATION
PAYMENT TERMS and SCHEDULE**

3. Consideration

a. The County and the Construction Manager hereby amend the Contract to establish a Guaranteed Maximum Price. As agreed by the County and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager’s Fee plus the Cost of the Work.

The Contract Sum is guaranteed by the Construction Manager not to exceed **Two Million Nine Hundred Sixty Six Thousand Eight Hundred Fifty Five Dollars and Zero Cents (\$2,966,855.00)**, subject to additions and deductions by Change Order as provided in the Contract Documents.

Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, and the Construction Manager’s Fee, and other items: SEE ATTACHMENT “A”.

The Guaranteed Maximum Price is based upon Bid & Permit Set plans and specifications prepared by Pinnacle Architecture, dated 06/09/2022. Submitted to City of Redmond Building Department on 06/24/2022.

All cost savings in relation to itemized statement ATTACHMENT “A”, to be documented and returned to the County as a credit subtracted from the Contract Sum.

Effective Date and Termination Date. The effective date of this Contract shall be October 19, 2022 or the date, on which each party has signed this Contract, whichever is later. Unless extended or terminated earlier in accordance with its terms, this Contract shall terminate when County accepts Contractor's completed performance,

or on June 30, 2023, whichever date occurs last. Contract termination shall not extinguish or prejudice County's right to enforce this Contract with respect to any default by Contractor that has not been cured.

CONTRACTOR: SunWest Builders

DocuSigned by:
Steve Buetner
Steve Buetner, President

Dated this 12th of October, 2022

COUNTY:

Dated this _____ of _____, 20__

BOARD OF COUNTY COMMISSIONERS

PATTI ADAIR, CHAIR

ANTHONY DeBONE, VICE-CHAIR

PHIL CHANG, COMMISSIONER

Attachment A

Deschutes County - 244 Kingwood

GMP Estimate

9/30/22

Project Area... 10,091

10/19/2022 Item #5.



CCB #59850

Estimate Summary	Cost
DIVISION 1 - GENERAL CONDITIONS - MANAGEMENT	\$66,139
DIVISION 1 - GENERAL REQUIREMENTS - TEMP SERVICES	\$48,350
DIVISION 2 - ABATEMENT & INTERIOR DEMOLITION	\$134,608
DIVISION 3 - CONCRETE	\$8,340
DIVISION 4 - MASONRY	\$0
DIVISION 5 - STRUCTURAL & MISCELLANEOUS STEEL	\$27,330
DIVISION 6 - ROUGH CARPENTRY	\$13,860
DIVISION 6 - INTERIOR FINISH WOODWORK & CASEWORK	\$65,858
DIVISION 7 - THERMAL & MOISTURE PROTECTION	\$70,488
DIVISION 8 - DOORS & WINDOWS	\$197,207
DIVISION 9 - FINISHES	\$456,998
DIVISION 10 - ARCHITECTURAL SPECIALTIES	\$27,648
DIVISION 11 - EQUIPMENT & APPLIANCES	\$3,799
DIVISION 12 - FURNISHINGS	\$13,603
DIVISION 13 - SPECIAL CONSTRUCTION	\$0
DIVISION 14 - ELEVATORS / CONVEYING EQUIPMENT	\$0
DIVISION 21 - FIRE SUPPRESSION	\$36,250
DIVISION 22 - PLUMBING	\$74,987
DIVISION 23 - HVAC	\$330,558
DIVISION 26 - ELECTRICAL SYSTEMS	\$247,712
DIVISION 27 - LOW VOLTAGE SYSTEMS	\$182,139
DIVISION 31 - 33 SITE WORK	\$0

Subtotal Direct Costs	\$2,005,874
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0.00%	Design Completion Contingency	\$0
5.00%	Estimate / Construction Contingency	\$100,294
2.00%	Cost Escalation Contingency	\$42,123
5.00%	Overhead & Profit	\$107,415
0.95%	Liability Insurance	\$21,429
LS	Preconstruction Services	\$21,000
1.00%	P&P Bond	\$22,981
0.00%	Builders Risk Insurance (by owner)	Excluded
0.57%	Oregon Student Success Act Fee	\$13,230

TOTAL BUILDING ESTIMATE	\$231 / sf	\$2,334,347
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TOTAL SITE WORK ESTIMATE	\$38 / sf	\$632,508
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TOTAL PROJECT ESTIMATE	\$2,966,855
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Estimate based on Construction Doc dated 06-09-22

TASK	COUNT	UNIT	\$/UNIT	COST	TOTAL PER DIVISION	COMMENTS
<i>Estimate based on Construction Doc dated 06-09-22</i>						
1st Floor	10,091	sf	Site Area	45,000	sf	
2nd Floor	-	sf				
Remodeled Area	10,091	sf				
Design and Engineering, Plans, Permit Documents				Excluded		By Owner
Permits, Plan Review Fees & SDC				Excluded		By Owner
Hazardous Materials Testing				Excluded		By Owner
Third Party Special Inspections and Testing				Excluded		By Owner
Monthly Utility Usage Costs (power, gas, water, network, etc.)				Excluded		Use existing power service
Builder's Risk Insurance				Excluded		By Owner
DIVISION 1 - GENERAL CONDITIONS - MANAGEMENT						
Project Superintendent (40%)	6.0	months	\$6,536.00	\$39,216		\$95/hr
Project Manager (as needed)	6.0	months	\$2,236.00	\$13,416		\$130/hr
Project Engineer (as needed)	6.0	months	\$1,651.20	\$9,907		\$80/hr
Project Safety Manager (as needed)	6.0	months	\$300.00	\$1,800		\$105/hr
Director Field Operations / QC (as needed)	6.0	months	\$300.00	\$1,800		\$125/hr
				\$6.55 /sf	\$66,139	
DIVISION 1 - GENERAL REQUIREMENTS - TEMP SERVICES						
Printing, Plans and Specs	1.0	estimate	\$2,500.00	\$2,500		
Temp Network / Cellular	6.0	months	\$165.00	\$990		
Temp Portable Toilets	6.0	months	\$330.00	\$1,980		
Temp Office - Mob/Demob	2.0	each	\$650.00	\$1,300		
Temp Office - Monthly Rent, Power/Netwrk	6.0	months	\$650.00	\$3,900		
Temp Storage Container(s)	6.0	months	\$185.00	\$1,110		
Office Supplies, Equipment, Drinking Water & Similar	1.0	estimate	\$1,000.00	\$1,000		
Logistics Labor, Safety and Construction Clean-up	6.0	months	\$2,365.00	\$14,190		
Miscellaneous Tools, Lifts, Equipment and Supplies	6.0	months	\$2,350.00	\$14,100		
Dumpsters / Trash Haul-off	6.0	each	\$575.00	\$3,450		See 01 demo for demo debris
Pedestrian Control, Barricades, Temp Protection	1.0	estimate	\$2,750.00	\$2,750		
Temp Electrical - Monthly Service				Excluded		Use existing power, paid by others
Temp Heat				Excluded		Use existing heat, paid by others
Weather Protection				Excluded		N/A, interior work
Closeout / As-builts / O&M's	1.0	estimate	\$1,080.00	\$1,080		
				\$4.79 /sf	\$48,350	
DIVISION 2 - ABATEMENT & INTERIOR DEMOLITION						
Asbestos / Haz Materials Abatement				Excluded		
Remove Flooring - Sheet Vinyl, Carpets, etc.	1	bid	\$108,500.00	\$108,500		
Remove Ceilings and Soffits - 1st Floor				Included		
Remove Walls, Casework, Doors, Building Items				Included		
Miscellaneous & Minor Demo Detailing	120	mh	\$78.00	\$9,360		
Demo Equipment, Dumpsters, Protection	1	estimate	\$5,000.00	\$5,000		
Saw Cut Slab / Remove / Trench	3	each	\$3,500.00	\$10,500		
Exter Skin Demo - New Man Door at South Side	1	estimate	\$1,248.00	\$1,248		
				\$13.34 /sf	\$134,608	
DIVISION 3 - CONCRETE						
Concr Slab - Dowel & Pour Back at MEP (033000)	1	estimate	\$8,340.00	\$8,340		
				\$0.83 /sf	\$8,340	
DIVISION 4 - MASONRY						
Masonry Veneer				Excluded		
Masonry Block (042000)				See Site Estimate		
				\$0.00 /sf	\$0	
DIVISION 5 - STRUCTURAL & MISCELLANEOUS STEEL						
Structural Rework at Roof Top Unit	1	allowance	\$22,000.00	\$22,000		
Miscellaneous & Architectural Steel	1	estimate	\$5,330.00	\$5,330		Gazebo Steel
				\$2.71 /sf	\$27,330	
DIVISION 6 - ROUGH CARPENTRY						
Wd Framing - Exterior Doors & Windows				Included		
Wd Framing - Exterior Doors & Windows - Lumber				Included		
Wd Blocking - Material (061000)	1	estimate	\$4,500.00	\$4,500		
Wd Blocking - Labor (061000)	120	estimate	\$78.00	\$9,360		
				\$1.37 /sf	\$13,860	
DIVISION 6 - INTERIOR FINISH WOODWORK & CASEWORK						
Casework / Cabinetry (064100)	1	bid	\$55,158.00	\$55,158		
Base Cabinetry				Included		
Upper Cabinets				Included		
Work Tables / Work Tops				Included		
Full Height Storage Cabinets or Shelving				Included		
Casework Design Completion Allowance				Excluded		
Staff Lockers / Storage Cubbies				See Div 10		

TASK	COUNT	UNIT	\$/UNIT	COST	TOTAL PER DIVISION	COMMENTS
Interior Finish Trim	1	estimate	\$10,700.00	\$10,700		
			\$6.53 /sf		\$65,858	
DIVISION 7 - THERMAL & MOISTURE PROTECTION						
Bldg Enclosure - Siding New Man Doors	1	estimate	\$3,300.00	\$3,300		
Bldg Enclosure - Siding New Windows	1	estimate	\$23,250.00	\$23,250		
Bldg Enclosure - Misc Siding Repairs	1	estimate	\$3,700.00	\$3,700		
Thermal Insulation Repairs (072100)	1	estimate	\$5,800.00	\$5,800		
Weather Barriers (072500)				Included		
Fiber Cement Siding (074646)				Included		See Above
Metal Flashings (076200)				Included		
Fire Resistant Sealant / Stopping - Interior Remodels	1	estimate	\$2,500.00	\$2,500		
Interior Caulking / Joint Sealants - Interior Remodels	1	estimate	\$3,500.00	\$3,500		
Roofing - MEP Roof Penetrations	1	estimate	\$3,500.00	\$3,500		
Roofing - Re-roof at New RTU	1	allowance	\$15,000.00	\$15,000		
Roofing - Repair Existing Conditions	1	estimate	\$9,938.00	\$9,938		Walk Off Mats, Clean Gutters
			\$6.99 /sf		\$70,488	
DIVISION 8 - DOORS & WINDOWS						
Wd Dr/HM Frm/HW (081113, 081416) - Interior	1	bid	\$92,806.00	\$92,806		
New Exterior Doors - Alum Storefront	1	bid	\$29,411.00	\$29,411		
Grout HM Frames	1	bid	\$11,200.00	\$11,200		
Install D/F/HW	1	bid	\$20,780.00	\$20,780		
Tubular Skylights	7	each	\$1,520.00	\$10,640		
Louvers & Vents (089000)				Included		See Division 23
Alum Storefront Openings				Included		
Alum Storefront Window Systems				Included		
Alum Storefront - New Windows S5	1	bid	\$14,252.00	\$14,252		
Exterior Window Washing	1	estimate	\$850.00	\$850		
Interior Glass				Included		
Pass Thru Sliding Windows - Reception	1	bid	\$9,448.00	\$9,448		
Mirror at Restrooms - Rms	1	estimate	\$4,700.00	\$4,700		
Doors, Windows, Mirrors - Unload, Inventory, Carting	40	mh	\$78.00	\$3,120		
			\$19.54 /sf		\$197,207	
DIVISION 9 - FINISHES						
Metal Stud - Interior Walls, Soffits & Gyp Ceilings	1	bid	\$90,126.00	\$90,126		
Metal Stud - Exterior Doors & Windows	1	estimate	\$11,200.00	\$11,200		
Drywall - Walls, Soffits & Gyp Ceilings	1	bid	\$107,950.00	\$107,950		
Suspended Acoustical Ceiling (ACT)	1	bid	\$77,084.00	\$77,084		
Decorative Drop Ceiling Features				Excluded		
Architectural Finishes Allowance	1	allowance	\$6,500.00	\$6,500		
Flooring - Carpet	1	bid	\$61,480.00	\$61,480		
Flooring - Sheet Vinyl / LVT / LVP				Included		
Flooring - Entry Walk Off Mats				Excluded		
Rubber Base				Included		
Floor Prep	1	estimate	\$3,383.45	\$3,383		
Tile - Floor Public RRs, Staff RR & Lobby				Excluded		
Tile - Walls RR (4' AFF)				Excluded		
Acoustic Insulation - at Remodel Areas	1	bid	\$11,394.00	\$11,394		
Sound Absorbing Wall Paneling				Excluded		
Painting - Interior Walls and Ceilings	1	bid	\$70,797.00	\$70,797		Need to discuss stain at soffits
Painting - Exterior Walls				Included		
Interior Final Cleaning & Interior Window Washing	9,667	sf floor	\$1.25	\$12,084		
Temporary Protection of Finishes (L&M)	1	estimate	\$5,000.00	\$5,000		
			\$45.29 /sf		\$456,998	
DIVISION 10 - ARCHITECTURAL SPECIALTIES						
Interior Signage - Room Names (101400)	65	each	\$85.00	\$5,525		2" high room name at every door
Exterior Building Signage, Logos, Address, etc.	1	allowance	\$7,500.00	\$7,500		
Toilet Compartments (102114)				Excluded		
Urinal Screens (102114)				Excluded		
Corner Protection (102227)	1	estimate	\$5,640.00	\$5,640		
Restroom & Break Room Accessories (102800)	1	bid	\$4,078.00	\$4,078		
Fire Extinguishers & Cabinet (104415)	1	estimate	\$1,425.00	\$1,425		5 Locations
Staff Lockers / Storage Cubbies (105115)				Excluded		
Accessories - Unload, Inventory, Carting, Installation	60	mh	\$58.00	\$3,480		
Glass Marker Boards / Tack Boards				Excluded		

TASK	COUNT	UNIT	\$/UNIT	COST	TOTAL PER DIVISION	COMMENTS
			\$2.74	/sf	\$27,648	
DIVISION 11 - EQUIPMENT & APPLIANCES						
Food Service (114005)				Excluded		
Projections Screens / TV Bracket / Projection Mounts				Excluded		
Shop Equipment (115700)				Excluded		
Break Room Kitchen Appliances - L & M	1	estimate	\$3,799.00	\$3,799		
Laundry Equipment				Excluded		
			\$0.38	/sf	\$3,799	
DIVISION 12 - FURNISHINGS						
Roller Window Coverings (122415)	1	bid	\$7,107.00	\$7,107		Save existing window coverings?
Exterior Site Furnishings (FFE)				Excluded		
Office Furniture, Displays, Shelving for Collection (FFE)				Excluded		
Installation Assistance - FF&E & OFOI Scope (labor)	1	estimate	\$6,496.00	\$6,496		
			\$1.35	/sf	\$13,603	
DIVISION 13 - SPECIAL CONSTRUCTION						
Special Construction Scope				Excluded		
					\$0	
DIVISION 14 - ELEVATORS / CONVEYING EQUIPMENT						
Upgrade Finishes / Upgrade Systems (142105)				Excluded		
			\$0.00	/sf	\$0	
DIVISION 21 - FIRE SUPPRESSION						
Fire Sprinkler Remodel	1	bid	\$36,250.00	\$36,250		
			\$3.59	/sf	\$36,250	
DIVISION 22 - PLUMBING						
Plumbing - Water, Waste, Vent, Condensate, Fixtures	1	bid	\$67,487.00	\$67,487		
Demo, Safe-off, Relocation Allowance	1	estimate	\$7,500.00	\$7,500		
Gas to New & Relocated HVAC Equip				Included		
Plumbing - Permits				Excluded		
			\$7.43	/sf	\$74,987	
DIVISION 23 - HVAC						
HVAC - Replace Equipment, Controls, Rework Duct	1	bid	\$315,558.00	\$315,558		Possible Unit VE
Demo, Safe-off, Relocation Allowance	1	estimate	\$15,000.00	\$15,000		
Test & Balance				Included		
HVAC - Controls Allowance				Included		
HVAC - Permits				Excluded		
			\$32.76	/sf	\$330,558	
DIVISION 26 - ELECTRICAL SYSTEMS						
Electrical Distribution & Remodel	1	bid	\$232,712.00	\$232,712		
Safe-off / Demolition / Miscellaneous	1	estimate	\$15,000.00	\$15,000		
New Service Equipment				Excluded		
Permits				Excluded		
			\$24.55	/sf	\$247,712	
DIVISION 27 - LOW VOLTAGE SYSTEMS						
Electrical Coordination Allowance	1	allowance	\$7,500.00	\$7,500		
Fire Alarm	1	bid	\$34,248.00	\$34,248		Need to verify smoke detection
Voice/Data						
Communication Backbone Conduits	1	bid	\$7,340.00	\$7,340		Cable Tray
Voice/Data	1	bid	\$48,750.00	\$48,750		
Security & Access Control						
Pre-Wire	1	bid	\$16,590.00	\$16,590		
Badge Access	1	bid	\$46,789.00	\$46,789		
Keybox S60	1	bid	\$14,922.00	\$14,922		
CCTV / Cameras				Excluded		
Sound Masking System (30 Locations)	1	bid	\$6,000.00	\$6,000		Owner finished
Permits				Excluded		
			\$18.05	/sf	\$182,139	
DIVISION 31 - 33 SITE WORK						
Construction Survey / Site Layout				Included in Separate Estimate		
Mob / Traffic Control / Dust Control / Erosion Control				Included in Separate Estimate		
Remove Asphalt, Hardscapes, Clear/Grub				Included in Separate Estimate		
Remove Miscellaneous Site Items				Included in Separate Estimate		
Saw Cut Asphalt				Included in Separate Estimate		
Site Grading (Cut / Fill)				Included in Separate Estimate		
Dry Utilities				Included in Separate Estimate		
Sewer Service - Pipe, Manholes, Pumps, Lift Station				Included in Separate Estimate		
Fire Water Service - Pipe, Vaults, Hydrants				Included in Separate Estimate		
Domestic Water Service				Included in Separate Estimate		

TASK	COUNT	UNIT	\$/UNIT	COST	TOTAL PER DIVISION	COMMENTS
Storm Water Systems						Included in Separate Estimate
Asphalt						Included in Separate Estimate
Site Masonry						Included in Separate Estimate
Site Concrete						Included in Separate Estimate
Landscape & Irrigation						Included in Separate Estimate
Fences						Included in Separate Estimate
Site Amenities						Included in Separate Estimate
			\$0.00	/sf		
SUB-TOTAL HARD COSTS					\$2,005,874	\$2,005,874

Attachment A

10/19/2022 Item #5.

Deschutes County Kingwood - Site Work

GMP Estimate

9/30/22

Combined Building Area... 16,697



CCB #59850

Estimate Summary	Cost
DIVISION 1 - GENERAL CONDITIONS - MANAGEMENT	\$38,243
DIVISION 1 - GENERAL REQUIREMENTS - TEMP SERVICES	\$11,868
DIVISION 31 - 33 SITE WORK	\$485,005
Subtotal Direct Costs	\$535,116
0.00% Design Completion Contingency	\$0
4.00% Estimate / Construction Contingency	\$21,405
5.78% Cost Escalation Contingency	\$30,943
5.00% Overhead & Profit	\$29,373
0.95% Liability Insurance	\$5,860
LS Preconstruction Services	\$0
1.00% P&P Bond	\$6,227
0.00% Builders Risk Insurance (by owner)	Excluded
0.57% Oregon Student Success Act Fee	\$3,585
TOTAL CONSTRUCTION ESTIMATE	\$38 / sf \$632,508

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**Deschutes Co. North Campus
Site Improvements Detail - GMP Estimate**

TASK	COUNT	UNIT	\$/UNIT	COST	TOTAL PER DIVISION	COMMENTS
<i>Estimate based on CD Bid Set dated 06-30-22</i>						
	244	9,667	sf	Site Area	45,000	sf
	236	7,030	sf			
	Remodeled Area		16,697	sf		
Design and Engineering, Plans, Permit Documents				Excluded		By Owner
Permits, Plan Review Fees & SDC				Excluded		By Owner
Hazardous Materials Testing				Excluded		By Owner
Third Party Special Inspections and Testing				Excluded		By Owner
Monthly Utility Usage Costs (power, gas, water, network, etc.)				Excluded		Use existing power service
Builder's Risk Insurance				Excluded		By Owner
DIVISION 1 - GENERAL CONDITIONS - MANAGEMENT						
Project Superintendent (partial, see 244 & 236)	5.5	months	\$4,085.00	\$22,468		\$95/hr
Project Manager (as needed)	5.5	months	\$1,236.25	\$6,799		\$130/hr
Project Engineer (as needed)	5.5	months	\$1,032.00	\$5,676		\$80/hr
Project Safety Manager (as needed)	5.5	months	\$300.00	\$1,650		\$105/hr
Director Field Operations / QC (as needed)	5.5	months	\$300.00	\$1,650		\$125/hr
				\$2.29 /sf		\$38,243
DIVISION 1 - GENERAL REQUIREMENTS - TEMP SERVICES						
Printing, Plans and Specs	1.0	estimate	\$500.00	\$500		
Temp Network / Cellular				Included in 244		
Temp Portable Toilets				Included in 244		
Temp Office - Mob/Demob				Included in 244		
Temp Office - Monthly Rent, Power/Netwrk				Included in 244		
Temp Storage Container(s)				Included in 244		
Office Supplies, Equipment, Drinking Water & Similar				Included in 244		
Logistics Labor, Safety and Construction Clean-up	6.0	months	\$473.00	\$2,838		
Miscellaneous Tools, Lifts, Equipment and Supplies	6.0	months	\$500.00	\$3,000		
Dumpsters / Trash Haul-off	4.0	each	\$425.00	\$1,700		See 01 demo for demo debris
Temp Fencing, Traffic Control, Barricades, Signs, etc	1.0	estimate	\$2,750.00	\$2,750		
Temp Electrical - Monthly Service				Excluded		Use existing power, paid by other
Temp Heat				Excluded		Use existing heat, paid by others
Weather Protection				Excluded		N/A, interior work
Closeout / As-builts / O&M's	1.0	estimate	\$1,080.00	\$1,080		
				\$0.71 /sf		\$11,868
DIVISION 31 - 33 SITE WORK						
Construction Survey / Site Layout	1	estimate	\$6,000.00	\$6,000		<i>Reduced Deleted 911 Scope</i>
Mobilization - Site Subcontractor Cost	1	bid	\$4,704.00	\$4,704		
Erosion Control	1	bid	\$1,898.00	\$1,898		
Traffic Control	1	estimate	\$2,500.00	\$2,500		
Dust Control	1	estimate	\$750.00	\$750		
Site Demo - Remove Asphalt, Hardscapes, Clear/Grub	1	bid	\$22,296.00	\$22,296		
Saw Cutting				Included		
Remove Miscellaneous Site Items & Amenities	1	estimate	\$2,500.00	\$2,500		
Drill Holes at Steel Bollards - (#06/AS1.10)	48	each	\$175.00	\$8,400		
<i>Drill Holes at Steel Bollards - Delete 911 Items</i>	<i>48</i>	<i>each</i>	<i>(\$175.00)</i>	<i>(\$8,400)</i>		<i>Deleted 911 Scope</i>
Drill Holes at Light Pole	1	bid	\$600.00	\$600		
Rock Allowance	1	allowance	\$7,500.00	\$7,500		<i>Reduced Deleted 911 Scope</i>
Prep & Base Rock - Asphalt Parking Lot	1	bid	\$18,323.00	\$18,323		
Prep & Base Rock - Concrete Walks & Drive Way	1	bid	\$22,899.00	\$22,899		
Prep & Base Rock - Curbs	1	bid	\$4,739.00	\$4,739		
Prep & Base Rock - Trash Enclosure	1	bid	\$2,722.00	\$2,722		
Prep & Base Rock - 911 Tower Pad & Ftgs	1	bid	\$8,340.00	\$8,340		
<i>Base Rock at 911 Tower - Leave \$ for 2" Gravel</i>	<i>1</i>	<i>estimate</i>	<i>(\$4,500.00)</i>	<i>(\$4,500)</i>		<i>Reduced to 2" Gravel Area</i>
Prep & Base Rock - 911 Generator Pad	1	bid	\$1,326.00	\$1,326		
Gravel Drive to 911 Generator (#23/C-2.0)	1	bid	\$2,382.00	\$2,382		
Dry Utilities - Trenching	1	bid	\$17,081.00	\$17,081		
Trenching/BF - to 911 Tower (144 LF)				Included		
Trenching/BF - for fiber to Bldg 244 (480 LF)				Included		
Trenching/BF - for power to generator (46 LF)				Included		
Trenching/BF - for power to car charger (10 LF)				Included		
Trenching/BF - for LP Gas & Bedding (36 LF)				Included		

TASK	COUNT	UNIT	\$/UNIT	COST	TOTAL PER DIVISION	COMMENTS
Dry Utilities - Conduit for Communications	1	bid	\$25,800.00	\$25,800		
3" Phone Conduit in Shared Utility Trench (320 LF)				Included		
4" Fiber Optics to Bldg 244 (1,000 LF)				Included		
Dry Utilities - Conduit for Communications	1	bid	\$5,670.00	\$5,670		
2" Power Conduit to Gen, Car Charger & 911 Tower				Included		
Light Poles (Fixture S1, per E100)	1	each	\$5,500.00	\$5,500		
New Light Fixtures (Replace Existing, per E100)	5	each	\$3,250.00	\$16,250		
Sewer Service - Pipe, Manholes, Pumps, Lift Station				Excluded		
Fire Water Service - Pipe, Vaults, Hydrants				Excluded		
Domestic Water Service						
Temporary Water Hook-up / Distribution	1	estimate	\$650.00	\$650		
Temporary Construction Water Service				Excluded		Use existing water, by owner
Storm Water Systems	1	bid	\$14,497.00	\$14,497		
Trench/Backfill & Pipe				Included		
Catch Basins - Replace (2), New (2), Adjust Rims (4)				Included		
Asphalt - 4" AC Patch Back at Remodel Work	1	bid	\$34,184.00	\$34,184		
Crack Seal at Patch Work at Remodel Work				Included		
Repair Existing Cracking & Settling	1	allowance	\$25,000.00	\$25,000		
Asphalt - Grind & Replace Existing w/ 2" Overlay				Excluded		
Asphalt - Alt #2 - Remove & Replace Existing AC & Base Rock				Excluded		
Site Masonry - Trash Enclosure	1	bid	\$14,088.00	\$14,088		
Site Masonry - Paver Walks & Patios				Excluded		
Site Concrete	1	bid	\$86,050.00	\$86,050		
Walks				Included		
Raised Cross Walk in Parking Lot				Included		
Curbs				Included		
Walk at 911 Tower Area				Excluded		
<i>Walk at 911 Tower Area - Deleted 911 Items</i>	<i>1</i>	<i>bid</i>	<i>(\$10,605.00)</i>	<i>(\$10,605)</i>		<i>Reduced to 2" Gravel Area</i>
Driveway Approach - to 911 Generator (#22 / C-2.0)				Included		
Bollard - Install and Fill with Concrete				Included		See below for furnish
<i>Delete Bollards at 911 Tower & Generator</i>	<i>1</i>	<i>bid</i>	<i>(\$6,000.00)</i>	<i>(\$6,000)</i>		<i>Reduced to 2" Gravel Area</i>
Trash Enclosure (6/AS5.10)	252	sf	\$27.00	\$6,804		
Trash Enclosure - Plinths at Corners (qty 5)	5	each	\$1,950.00	\$9,750		
<i>Delete Concrete Plinths at Corners of Trash Enclosure</i>	<i>5</i>	<i>each</i>	<i>(\$1,950.00)</i>	<i>(\$9,750)</i>		<i>Addendum #2 deleted</i>
Generator Pad (#2/C-2.0 indicates 4" walk)	220	sf	\$17.50	\$3,850		
Light Pole Bases (#8/AS1.10)	1	each	\$1,150.00	\$1,150		
Gazebo Footings	1	estimate	\$4,500.00	\$4,500		
Tower Footings / Tower Bldg / LP Tank - 911				Excluded		
Tower Footings - 911				Excluded		
Concrete - Monument Sign Base				Excluded		Reuse Existing
Landscape & Irrigation - Rework Existing & New	1	bid	\$37,247.00	\$37,247		
Landscape & Irrigation - Top Soil Allowance	1	allowance	\$3,000.00	\$3,000		
Gazebo Structure	1	allowance	\$25,000.00	\$25,000		
Steel Bollards - (911 #06/AS1.10) - Furnish	48	each	\$250.00	\$12,000		Labor inc. above
<i>Delete Bollards at 911 Tower & Generator</i>	<i>48</i>	<i>bid</i>	<i>(\$250.00)</i>	<i>(\$12,000)</i>		
Bike Racks (29/AS1.10)	5	each	\$350.00	\$1,750		
Fence & Gates - Cedar Plank	1	bid	\$8,400.00	\$8,400		
Cedar at Staff Break Areas (#26/AS1.10)				Included		
Fence & Gates - Chain Link	1	bid	\$28,700.00	\$28,700		
Chain Link at 911 Tower (991 #09/AS1.10)				Included		
Chain Link at Generator (991 #03/AS1.10)				Excluded		

**Deschutes Co. North Campus
Site Improvements Detail - GMP Estimate**

TASK	COUNT	UNIT	\$/UNIT	COST	TOTAL PER DIVISION	COMMENTS
Chain Link at 911 Tower (991 #08/AS1.10)				Included		
Gate at Generator (991 #08/AS1.10)				Excluded		
Gate at Trash Enclosure (6/AS5.10)				Included		
<i>Delete Fence & Gate at Generator</i>	1	estimate	(\$3,440.00)	(\$3,440)		
Temporary Fencing	1,000	lf	\$6.50	\$6,500		
Striping, ADA Wall Mount Parking Signs & Wheel Stops	1	estimate	\$3,750.00	\$3,750		
Site Amenities - Furniture CFCI (#4/AS1.10)	5	allowance	\$2,500.00	\$12,500		
Protection Device at Power Pole	1	estimate	\$3,500.00	\$3,500		
<i>Delete Protection at Power Pole</i>	1	estimate	(\$3,500.00)	(\$3,500)		
Signage - Monument & Wayfinding OFCI (6 & 9/AS1.10)	1	allowance	\$5,000.00	\$5,000		Scope unknown
Weather Protection / Summer Heat Procedures	1	allowance	\$1,500.00	\$1,500		Assumes Summer Execution
Site Logistics - Pedestrian Safety, Misc. Labor	80	mh	\$55.00	\$4,400		
Site Logistics - Equipment & Barricades	1	each	\$1,250.00	\$1,250		
			\$29.05	/sf	\$485,005	
SUB-TOTAL HARD COSTS				\$535,116	\$535,116	