



CITY COUNCIL MEETING

Monday, July 17, 2023 at 6:00 PM
Sandy City Hall and via Zoom

AGENDA

TO ATTEND THE MEETING IN-PERSON:

Come to Sandy City Hall (lower parking lot entrance) - 39250 Pioneer Blvd., Sandy, OR 97055

TO ATTEND THE MEETING ONLINE VIA ZOOM:

Please use this link: <https://us02web.zoom.us/j/81248394692>

Or by phone: (253) 215-8782; Meeting ID: 81248394692

WORK SESSION: 6:00 PM

1. Review of Renegotiated Portland Water Bureau Wholesale Water Agreement

REGULAR MEETING: 7:00 PM

PLEDGE OF ALLEGIANCE

ROLL CALL

CHANGES TO THE AGENDA

PUBLIC COMMENT (3-minute limit)

The Council welcomes your comments on other matters at this time. The Mayor will call on each person when it is their turn to speak for up to three minutes.

-- **If you are attending the meeting in-person**, please submit your comment signup form to the City Recorder before the regular meeting begins at 7:00 p.m. Forms are available on the table next to the Council Chambers door.

-- **If you are attending the meeting via Zoom**, please complete the online comment signup webform by 3:00 p.m. on the day of the meeting:
<https://www.ci.sandy.or.us/citycouncil/webform/council-meeting-public-comment-signup-form-online-attendeess>.

RESPONSE TO PREVIOUS PUBLIC COMMENTS

CONSENT AGENDA

2. City Council Minutes: June 20, 2023
3. Contract Amendment: Wastewater Treatment Plant Improvements - Slayden Constructors, Inc.

NEW BUSINESS

4. Planning Commission Appointment

5. Contract Award: Construction of Community Campus Pump Track, Jump Line, and Skatepark

6. City Council Rules Revision

Resolution 2023-29

REPORT FROM THE CITY MANAGER

COMMITTEE / COUNCIL REPORTS

STAFF UPDATES

Monthly Reports: <https://reports.cityofsandy.com/>

ADJOURN

Americans with Disabilities Act Notice: Please contact Sandy City Hall, 39250 Pioneer Blvd. Sandy, OR 97055 (Phone: 503-668-5533) at least 48 hours prior to the scheduled meeting time if you need an accommodation to observe and/or participate in this meeting.



STAFF REPORT

Meeting Type: City Council Work Session
Meeting Date: July 17, 2023
From: Jennifer Coker
Subject: Review of Renegotiated Portland Water Bureau Wholesale Water Agreement

DECISION TO BE MADE:

There is no decision to be made at this time. Adoption will be considered at a future meeting.

At this work session, staff will present the final draft of the new wholesale water purchase agreement with Portland Water Bureau that is currently undergoing legal review, and will solicit feedback from Council on new terms and any questions or concerns with adopting the agreement.

BACKGROUND / CONTEXT:

The Portland Water Bureau (PWB) in cooperation with its wholesale customers, is developing a new framework for the Regional Water Supply Agreement. The current agreement expires in June of 2026 for all wholesale customers except Sandy. Sandy's agreement expires in May of 2028; however, given the requirements for treatment of cryptosporidium in the bilateral compliance agreements both Portland and Sandy have signed with Oregon Health Authority, the agreement for Sandy receiving potable water from Portland will effectively end on September 30, 2027. Wholesale customers must provide notice of their intent to renew or let lapse the agreement five years in advance of the expiration date. Sandy will continue to remain a wholesale water customer of Portland as our existing developed water resources are insufficient to meet our peak season and projected demands, and Portland provides a key supplementary source of water for our growing community.

Several of the larger wholesale customers (Tualatin Valley Water District and City of Gresham) notified Portland of their intent not to renew their agreements, and to instead completely rely on newly developed water sources. Recognizing that the current agreement in its current format may not work for the remaining wholesale customers, PWB and the wholesale customers began revising the agreement based upon mutual trust and understanding of shared goals.

City of Sandy entered into a non-binding memorandum of understanding to memorialize the intent to revisit the agreement and outline the timeframe and process of doing so at the [December 6, 2021 Council Meeting](#). City of Sandy along with our consultant, Jeff Fuchs of Consor Engineering, have been

participating in monthly wholesale water agreement work sessions for the past 16 months, working with FCS Group, a financial consulting firm specializing in utility rate models, the Portland Water Bureau, and the wholesale water utility managers. The Portland Water Bureau and the Wholesalers now have a new draft agreement that is ready to present to the council in a work session to give an update on progress and to solicit feedback.

KEY CONSIDERATIONS / ANALYSIS:

Benefits to Sandy

Currently water provided by PWB to the wholesalers is unfiltered and disinfected with chlorine. When conditions such as drought, cryptosporidium positive sample results, wildfire or high turbidity in Bull Run make the water unsafe for human consumption, the PWB switches over the Columbia wellfield and provides groundwater for water supply until conditions clear up. Due to Sandy's location high up in the system, we are unable to reap the benefit of switching to groundwater, and thus frequently experience service interruptions, when the PWB Bull Run source is unavailable. These interruptions are not caused by PWB, but due to the location of Sandy's connection. With Sandy's connection point moving to the new Portland filtration plant, the PWB water will become a fully reliable source for Sandy, especially with the key connection for us to the Columbia Wellfield providing access to groundwater.

Overall Goals

The Wholesalers group met and agreed on the priority and ranking of goals for the new agreement. Overarching goals were that the wholesalers want to be treated fairly and equitably (the same as Portland retail customers), and to pay a fair share for the cost of water. Portland did not want to manage 19 different agreements with different terms and pushed for simplicity with up to only 4 cost pools.

Minimum Purchase

One of the major changes to the new agreement is the removal of the requirement for a minimum purchase of water each month. Many wholesalers (Sandy included) technically did not need water all year long, and felt the agreement required them to purchase water that was not needed. The new agreement has no minimum purchase. Sandy's currently minimum purchase is 500,000 gallons per day, and our long term strategy is to reduce this to a minimum in wet season months and rely fully on our own water sources.

Cost Pool Consolidation and Cost Sharing

The agreement currently has two cost pools, east side and west side. The model can take up to four pools; Sandy is suggesting adding a third cost pool to allow utilities the option of purchasing raw untreated water. In exchange for the simplicity of managing the new agreement, Portland agreed to assume 94% of the cost of the surplus system capacity from the departure of Gresham, Rockwood and TVWD, instead of placing the burden on the smaller pool of wholesale customers.

BUDGET IMPACT:

Portland continues to provide five-year rate projections, and water rates are projected to increase as the major expansion project of the filtration plant and pipelines start construction. Table 1 below was

provided to the council in a memo update April 26, 2023. Sandy’s Fiscal Year ‘24 wholesale water rate under the current agreement is \$0.909 per hundred cubic feet (CCF). Again, this is for purchasing disinfected unfiltered water, that is prone to service interruptions.

The draft future agreement recommends adopting two cost pools (East and West) with Portland accepting 94% of surplus capacity. This is the lowest cost scenario for Sandy and is shown in line 53 in the table below. Rates for Sandy purchasing filtered treated water from Portland, with connection to the Columbia wellfield with essentially uninterruptible service are \$1.769 per CCF in fiscal year 2027 and increase to \$4.031 per CCF in fiscal year 2032. This increase in rates is due to Sandy paying a proportional share for the construction of the filtration facility. Sandy’s rates from Portland continue to be some of the lowest of the wholesalers due to our proximity to the filtration plant and the terms of the agreement where we pay for infrastructure that serves us.

It is also important to note that the purchases water cost is not directly related to Sandy water utility fees. This purchased water is a line item in the water utility budget, and gets diluted with cost of producing water from our own sources.

Table 1: Sandy Projected Wholesale Water Rates under new agreement (line 53)

1 East-West Cost Pool – Wholesale Customer Rates (\$/ccf)

Line	Jurisdiction	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032
31	Valley View						
32	One Cost Pool	\$3.197	\$4.075	\$4.549	\$6.929	\$7.040	\$7.190
33	East West - Portland Accepts 94% of Surplus Capacity	\$3.236	\$4.128	\$4.610	\$7.020	\$7.132	\$7.275
34	East West - Portland Accepts 0% of Surplus Capacity	\$4.544	\$5.769	\$6.364	\$9.682	\$9.687	\$9.737
35							
36	West Slope Water District						
37	One Cost Pool	\$2.662	\$3.354	\$3.734	\$5.599	\$5.697	\$5.829
38	East West - Portland Accepts 94% of Surplus Capacity	\$2.694	\$3.400	\$3.783	\$5.675	\$5.774	\$5.897
39	East West - Portland Accepts 0% of Surplus Capacity	\$3.787	\$4.749	\$5.219	\$7.805	\$7.818	\$7.872
40							
41	Raleigh Water District						
42	One Cost Pool	\$2.894	\$3.673	\$4.096	\$6.203	\$6.308	\$6.447
43	East West - Portland Accepts 94% of Surplus Capacity	\$2.929	\$3.722	\$4.150	\$6.287	\$6.391	\$6.522
44	East West - Portland Accepts 0% of Surplus Capacity	\$4.113	\$5.197	\$5.725	\$8.653	\$8.661	\$8.712
45							
46	City of Tualatin						
47	One Cost Pool	\$2.699	\$3.447	\$3.855	\$5.515	\$5.604	\$5.724
48	East West - Portland Accepts 94% of Surplus Capacity	\$2.730	\$3.494	\$3.906	\$5.591	\$5.678	\$5.787
49	East West - Portland Accepts 0% of Surplus Capacity	\$3.834	\$4.877	\$5.384	\$7.665	\$7.664	\$7.702
50							
51	City of Sandy						
52	One Cost Pool	\$2.051	\$2.542	\$2.818	\$4.132	\$4.217	\$4.326
53	East West - Portland Accepts 94% of Surplus Capacity	\$1.769	\$2.253	\$2.527	\$3.859	\$3.934	\$4.031
54	East West - Portland Accepts 0% of Surplus Capacity	\$2.561	\$3.218	\$3.551	\$5.348	\$5.364	\$5.411

As Sandy typically takes a very steady flow of water from Portland, and augments water with our own sources, our rates tend to be lower than other wholesalers that rely on Portland for all their water supply. Maintaining our lower rate will be dependent on continuing this strategy of reinvesting in the City’s own water sources and infrastructure to the degree that is economically beneficial for our rate payers.

Although there is a 20 year option on the agreement renewal, staff recommends a 30-year term as that includes lower water rates and provides the City with more certainty.

NEXT STEPS:

The draft agreement is currently in review with the City Attorney, and upon receiving comments, the wholesalers and PWB will enter into negotiating final details of the agreement. City of Sandy is also working in parallel for terms during the next few years; specifically we want to continue paying for unfiltered water under the existing agreement if our new infrastructure is not completed by September 2027. Once the agreement is finalized between the technical staff, there will be a joint communications plan to the region, followed by adoption of elected officials and utility boards.

LIST OF ATTACHMENTS / EXHIBITS:

- MOU with City of Portland
- DRAFT 30-year wholesale water agreement
- Presentation Slides

**MEMORANDUM OF UNDERSTANDING
REGARDING THE REGIONAL WATER SALES AGREEMENT**

This Memorandum of Understanding (“MOU”) is between the City of Portland (“Portland”) and its nineteen current wholesale customers (“Wholesale Customers”) who purchase water at a wholesale water rate from Portland to sell to their own retail water customers through the 2006 Wholesale Water Purchase Agreement (“current agreement”) set to sunset for most Wholesale Customers in 2026. The Wholesale Customers and the expiration dates of their individual current agreements are listed in Exhibit A to this MOU.

This MOU is intended to memorialize the working relationship that exists between Portland and the Wholesale Customers (collectively, “Parties”) and to outline steps the Parties propose to develop and ultimately agree to a new Regional Water Sales Agreement (“New Agreement”) to be effective on or before July 1, 2026. The relationship between the Parties is built on mutual trust and open, honest, and transparent communication. This affiliation is critical to ensure that the New Agreement can be created that mutually works well for the Parties.

The Parties recognize the importance of developing and strengthening a regional water system that provides water to approximately one million people. This robust system can move water between basins through a planned regional transmission network to address seismic resiliency, wildfire suppression incidents, and other events. The Parties recognize that a reliable water supply system is critical to protect the health and safety of all customers and maintain the economic stability and growth of the greater metropolitan area.

The Parties agree on the importance of creating a fair and equitable New Agreement that shares the reasonable costs associated with building, operating, and maintaining a regional water supply system.

The Parties agree that following items are in their common interest:

1. The current agreement no longer meets many of the needs of the Parties. The current agreement was created to address a set of conditions, many of which do not exist today. Since 2006, Portland and the Wholesale Customers have worked hard to develop regional collaboration based on mutual trust and an understanding of shared goals.
2. With a few exceptions, the current agreement renews (or expires) in 2026 (see Exhibit A). On or before June 30, 2021, most of the Wholesale Customers are required to notify Portland, or vice versa, if they intend to exit the current agreement in 2026.

3. For the past year, the Parties have been developing a framework for a new wholesale water sales agreement that will replace the current agreement and provide terms that are mutually acceptable and agreed upon by the Parties.
4. To that end, the Wholesale Customers hired FCS Group ("FCS"), a financial consulting firm, to work with the Parties to identify elements that they would like to include in the New Agreement. The FCS report (attached as Exhibit B) identified common goals and principles the Parties want to include in the New Agreement.
5. To assure that New Agreement will be in place on or before July 1, 2026, Portland will provide notice to Wholesale Customers on or before June 30, 2021, that Portland will not renew the current agreement.
6. The Parties intend to work together collaboratively to develop the New Agreement with a final draft completed by June 30, 2022.
7. With this MOU, Portland is stating its desire to continue selling water to all current Wholesale Customers who intend to purchase water from Portland. The Parties intend to jointly develop the New Agreement that will govern the terms of sale of that water to the Wholesale Customers beyond the 2026 expiration date of the current agreement.
8. The New Agreement will be based on the principles and goals jointly developed by the Parties and documented in the FCS report.
9. Nothing in this MOU modifies the current agreement between Portland and the Wholesale Customers, which for most Wholesale Customers remains in full force and effect until July 1, 2026.

IN WITNESS WHEREOF, the Parties have executed this MOU to be effective as of the date last executed. The parties attest that the signatories to this MOU have the authority to enter into this agreement on behalf of their respective agencies.

City of Portland

Signature: Gabriel Solmer

Print Name: Gabriel Solmer

Title: Administrator, Portland Water Bureau

Date: 2/10/2021

Agency: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT A

Wholesale Customer	Earliest Contract Termination
Burlington Water District	6/30/2026
Gresham, City of	6/30/2026
Lake Grove Water District	6/30/2026
Lusted Water District	6/30/2026
Palatine Hill Water District	6/30/2027
Pleasant Home Water District	6/30/2026
Raleigh Water District	6/30/2026
Rockwood Water PUD	6/30/2026
Sandy, City of	6/30/2028
Six Private Water Corporations	6/30/2026
Tualatin Valley Water District	6/30/2026
Tualatin, City of	6/30/2026
Valley View Water District	6/30/2026
West Slope Water District	6/30/2026

This water sales agreement (“Agreement”) is entered into by and between City of Sandy (“Purchaser”) and the City of Portland (“Portland”), a municipal corporation of the State of Oregon. This Agreement may refer to Portland and Purchaser individually as a “Party” or jointly as the “Parties.”

Recitals:

- A. Purchaser is *[select one of the following descriptions]*: a municipal corporation of the State of Oregon and is authorized by its charter or by state law or both to operate a municipal water system *or a(n) [enter name of State] [enter type of business entity (e.g., limited liability company, partnership, or corporation)]*.
- B. Portland is a municipal corporation of the State of Oregon and is authorized by Chapters 2 and 11 of the Charter of the City of Portland to maintain water works for the furnishing of water to the city, its property, its inhabitants, and to non-inhabitants. Portland is further authorized to enter contracts for the supply of water by the city and to sell water to persons, public and private, outside the city, on terms and conditions Portland finds appropriate.
- C. Portland is further authorized by Section 2-105(a)4 of its Charter to enter agreements, without limitation as to term, as Portland finds appropriate for cooperation, consolidation and maintenance of services with any other public corporation or unit of government.
- D. ORS 190.003 to 190.110 authorize units of local government to enter into intergovernmental agreements for the performance of their duties or for the exercise of powers conferred upon them.
- E. The service and commodity provided by Portland pursuant to this Agreement are a special contract service and are not provided by Portland as a common utility service.

THE PARTIES AGREE AS FOLLOWS:

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FINAL DRAFT Water Sales Agreement June 22, 2023	2

SECTION 1 – NATURE OF SERVICE

- A. Subject to the terms and conditions contained in this Agreement, Portland agrees to furnish and sell, and Purchaser agrees to purchase potable water on an annual basis for the life of this Agreement. Unless stated otherwise, all water purchased by Purchaser from Portland will be on a firm, uninterruptible, basis up to the Purchaser's Peak 3-Day Demand.
- B. Water is to be delivered to the Purchaser at the place or places, at such pressure or pressures, and up to the Peak 3-Day Demand as set forth on Exhibit 1, provided that Portland is not obligated to meet Purchaser's demands for water during any period that Purchaser operates its system out of compliance with operational rules established pursuant to Section 4.D.1.
- C. With the exception of water delivered to the Purchaser to be subsequently delivered to Portland's Retail Customers pursuant to Section 10, and subject to Section 6.C, all water delivered to the Purchaser under this Agreement is to be used to meet the demands of the Purchaser's Retail Customers.
- D. Portland will deliver water to Purchaser from the same source or sources of water that Portland delivers to Portland inhabitants. Portland will be responsible for meeting all applicable drinking water regulatory requirements up to Purchaser's Point of Delivery as shown in Exhibit 1.
- E. Purchaser's supply of water will be reduced or terminated only in accordance with the terms of this Agreement.
- F. Purchaser recognizes and agrees that no liability for damages will attach to Portland on account of any failure of supply or changes in pressure, flow rate, or water quality due to circumstances beyond the reasonable control of Portland acting in accordance with standards of care common and usual in the municipal water supply industry. Examples of such circumstances include, but are not limited to, natural events such as earthquakes, landslides and floods, wildfires, and human-caused events such as terrorism, malevolent acts, contamination of the water supply, and acts of war.
- G. The Parties agree and acknowledge that Portland is the owner and operator of the water supply, storage, transmission, and treatment system, and all facilities and infrastructure associated with the storage, treatment, transmission, and distribution systems used in its utility operations to the Purchaser's Point of Delivery. The purchase of water or any other commodity or service under this Agreement does not constitute the purchase of ownership rights to water, water rights or any portion of the water system owned and operated by Portland, except as may be specified herein or may be established by a separate agreement. Nothing in this Agreement precludes the Parties from entering separate agreements involving joint ownership or joint operation of system elements.

SECTION 2 – WATER REGULATIONS

Purchaser shall comply with the terms and provisions of Chapter 21.28 – Outside City Services and Wholesale Distributors of the Code of City of Portland, Oregon, as it presently exists or as may be amended to comply with federal and state law, during the life of this Agreement, to the extent to which such terms and provisions do not conflict with any material provisions of this Agreement.

SECTION 3 – DURATION OF AGREEMENT AND RENEWAL

- A. Agreement Term. This Agreement becomes effective on July 1, 2026 and continues in effect for thirty (30) years, unless terminated or renewed as provided in this Agreement. Each “Agreement Year” will run from July 1 through June 30 of the following calendar year.
- B. Early Terminations. At any time during the Agreement Term, the Purchaser may give written notice of termination. If such notice is issued, this Agreement will terminate the next June 30 at least ten years but not more than eleven years from the date of the notice. Terminations prior to the end of the Agreement Term are considered Early Terminations and will require the Purchaser to pay Portland an Early Termination Fee as described in this Section.
- C. Early Termination Fees. Purchasers terminating the Agreement early are subject to Early Termination Fees designed to mitigate the effects of stranded costs on Portland and the remaining wholesale customers served under the Agreement. The Fees will be determined based on the formula set forth in Exhibit 2 and based on the number of years left in the agreement term at time of termination. The termination fees will be used to offset stranded capital costs for rate setting.
- D. Renewals. This Agreement will renew automatically for subsequent 10-year terms unless either Party elects not to renew the Agreement by written notification no less than five years prior to the expiration of the Agreement Term.

SECTION 4 – WHOLESALE WATER MANAGERS GROUP

- A. General. A Wholesale Water Managers Group (WWMG) will be established no later than thirty (30) days after the commencement of this Agreement and will continue during the Agreement Term. Purchaser is eligible for participation in the WWMG. The WWMG will consist of two representatives from Portland, to be named by the Administrator, and one representative of each participating entity that has signed a contract to purchase water from Portland containing a provision allowing its participation in the WWMG. Portland will provide staff support to the WWMG and will be responsible for keeping the official records.
- B. Meetings and Bylaws. The WWMG will meet regularly to communicate with and make recommendations to the Administrator regarding matters relating to Portland’s sale of water to participating purchasers. The WWMG will adopt bylaws concerning its organization and governance by a majority vote of the membership. WWMG’s role is advisory in nature and, except as specified herein, no rule, bylaw, or action of the WWMG may alter any term of this Agreement
- C. Committees. The WWMG will be responsible for establishing committees as needed to make recommendations to the Administrator about ongoing needs, which may include:
1. Water Resource Conservation
 2. Operations Coordination. Possible responsibilities for such a committee may include coordinating supply system routine and emergency operations among Portland and its wholesale purchasers with the goal of providing efficient and cost-effective system operations; and
 3. Other committees, as identified by the WWMG
- D. Creation of Operating and Information Standards.
1. The WWMG will recommend to the Administrator standard water system operating practices necessary or advisable to enhance the efficiency, reliability, and cost-effectiveness of the supply, transmission, and storage of water provided under this Agreement. These recommended standard operating practices will address issues such as, but not necessarily limited to, forecasting seasonal demands, forecasting peak demands, managing the system to minimize the impact of peak demand periods, security and emergency management, use of storage, and timing of deliveries of water. After consideration of the recommendations, the Administrator will adopt interim operating practices that may or may not include the WWMG’s recommendations and will provide them to the WWMG for review and further recommendations. The Administrator will consider any further recommendations from the WWMG, but is not bound by them, and will adopt final standard water system operating practices that they deem necessary. The Purchaser agrees to operate its system in a manner consistent with such final operating practices and in keeping with the responsible use of Portland’s water supply system.

2. The WWMG will recommend to the Administrator what information and data the Administrator will require each participating purchaser to provide, in order to allow efficient, reliable, and cost-effective provision of water under this Agreement. The Administrator will consider these recommended information requirements and will adopt those that they deem necessary or advisable or may propose other requirements instead. Such information may include, but is not necessarily limited to:
 - (a) System maps with mains, pump stations, tanks, and supply connections.
 - (b) Connections and usage from other supply sources.
 - (c) Total number of existing and new service connections by category.
 - (d) Key benchmarks to be identified by the Operations Group such as but not limited to standards for operational norms, notification deadlines, and protocols for communication.
 - (e) Water quality data.
 - (f) Purchaser facilities' standards for operation to minimize peak and emergency events; and
 - (g) Emergency contact information for each Purchaser and any agreements that have been signed by individual providers to address emergency response.
 3. The WWMG will periodically evaluate Purchaser's compliance with the information requirements and standard operating practices and will provide the Administrator with findings and recommendations to assure ongoing compliance.
- E. Rate Review. In order to provide timely notification to Purchaser of proposed changes in rates, charges, and rate design and an opportunity for Purchaser to evaluate such proposals and be heard before Portland Council, Portland will take the following steps annually:
1. Capital Improvement Program. On an annual basis, Portland will share the 10-year CIP that is included in the next rate year with the WWMG.
 2. Operation & Maintenance Budget. On an annual basis, Portland will share the O&M budget that is included in the next rate year with the WWMG.
 3. The Administrator will share with WWMG the commencement of annual financial plan and budget preparation. Portland will advise Purchaser in writing of significant changes in the proposed budget after its submission to the Mayor.
 4. The Administrator will review any proposed methodology changes to Portland Model with the WWMG to the extent such changes would affect the future calculation of rates pursuant to this Agreement.
 5. Rate Forecast. On an annual basis, Portland will provide Purchaser a 10-year rate forecast.

6. When Portland files its annual rate ordinance with the Portland City Council Clerk, a copy of said ordinance will be forwarded to Purchaser, the dates on which the Portland City Council is scheduled to consider rates.
 7. Purchaser, through the WWMG, may offer comments on the annual rate ordinance in writing or in personal testimony before the Portland City Council.
 8. These procedures may be modified as necessary to comply with the City of Portland's Charter.
- F. Protection of Confidential Information. Information submitted to or produced by the WWMG or otherwise exchanged by the Parties to this Agreement and similar wholesale water agreements may include documents related to the vulnerability or security of water supply systems. The Parties agree that if either receives a public document request for such information, the Party receiving that request shall, prior to release of any documents, expeditiously notify the entity about whose system information is sought and shall assert all applicable exemptions to release of the documents available under the Oregon Public Records Law within 15-days of receipt of the request.

SECTION 5 – WATER PURCHASE QUANTITIES

- A. General Purchase Quantities. Unless excused by some other provision of this Agreement, Purchaser agrees to pay Portland each year a sum of money equal to the annual water rate applicable to Purchaser for that year times the actual quantity of water delivered to the Purchaser. The Purchaser’s annual water rate will be determined pursuant to Section 7. Purchaser shall make payments to Portland as provided in Section 13.
- B. Purchase Quantities And Peaking Factors.
1. Purchase Quantity. For purposes of calculating annual rates and determining the Purchaser’s payment, the “Purchase Quantity” means the average of the water delivered and metered at the Purchaser’s Point of Delivery from Portland from the previous five (5) years. The Purchase Quantity divided by number of days in the year (365 or 366 days) is the Purchaser’s Average Daily Demand for purposes of calculating rates.
 - (a) Exclusions. The Purchaser’s metered water deliveries will be adjusted so as not to reflect: (i) emergency water deliveries pursuant to Section 6, (ii) mandatory water curtailments imposed by the Administrator pursuant to Section 12, (iii) water delivered to the Purchaser for the purposes of Wheeling to Portland Retail Customers pursuant to Section 10. Such exclusions will apply to all water demands for the purposes of determining Purchase Quantities as defined in this Section, including all measures of peak demand.
 - (b) For purposes of this section, the Purchaser’s “Actual Average Daily Demand” means the Purchaser’s actual water demand for a single Agreement Year, divided by number of days in the year (365 or 366 days).
 - (c) New Customers and Customers without a Five-Year Demand History. Portland will use reasonable methods to estimate average and peak demands for new customers and those lacking a five-year demand history until such demand history can be established.
 2. Seasonal Peaking Factor.
 - (a) Except as otherwise provided in this Agreement, for purposes of calculating monthly demands and annual rates and determining Purchaser’s payment, Purchaser’s “Seasonal Peaking Factor” will be the average “Actual Seasonal Peaking Factor” from the previous five (5) years.
 - (b) For purposes of this section, the Purchaser’s “Actual Seasonal Peaking Factor” means the ratio of the Purchaser’s actual average daily demand placed on Portland system during the peak season (as determined from Portland water supply data) to the Purchaser’s actual annual average daily demand.
 - (c) Seasonal Peaking Factor is the ratio of the Purchaser’s actual average daily demand placed on Portland system during the Peak Season to the

Purchaser's actual annual average daily demand. "Peak Season" means the period of time from July 1 through September 30.

3. 3-Day Peaking Factor.
 - (a) Except as otherwise provided in this Agreement, for purposes of calculating annual rates and determining Purchaser's payment, Purchaser's "3-Day Peaking Factor" means the average "3-Day Peaking Factor" from the previous five (5) years. "3-Day Peaking Factor" is the ratio of the average of the Purchaser's actual highest three consecutive days of purchases in a year to its actual average daily demand for the same year.
 - (b) For purposes of Section 5 of this Agreement, the Purchaser's "Actual 3-Day Peaking Factor" is the ratio of the average of the Purchaser's actual highest three consecutive days of purchases (based on Portland data) to its actual average daily demand for the year.
4. Interruptible Water Purchases Under Previous Water Sales Agreement. The calculation of Purchase Quantities and Peaking Factors in this Section excludes all purchases of Interruptible Water made under the previous Regional Water Sales Agreement.

C. Purchase Reductions.

1. Normal Variation in Water Deliveries. The Purchaser will only be billed for actual water deliveries. Purchaser's actual deliveries may vary from year to year based on normal events, including but not limited to: weather, changes in customer usage patterns, conservation, and improvements in water efficiency. Such variations do not constitute a reduction in Purchase Quantity for the purposes of this Agreement.
2. Reductions Resulting from the Use of Independent Supplies. Reductions in Purchase Quantity of 90% or more from the Purchaser's use of Independent Supplies will subject the Purchaser to payment of Early Termination Fees as determined in Exhibit 2.
 - (a) Purchaser shall notify Portland at least five (5) years in advance of the start of rate year implementing any Independent Supplies ("Independent Supplies Notice") to the extent such supplies will reduce the Purchaser's Purchase Quantity. If the Independent Supplies will reduce the Purchase Quantity by 90 percent or more, then this Agreement will terminate.
 - (b) Purchaser shall include in its Independent Supplies Notice: (1) The expected date the new supplies will take effect; (2) the expected annual deliveries from its new supply sources, and (3), if Purchaser is Wheeling water to Portland's Retail Customers or to any other entity, results of a blending study prepared by a registered professional engineer in the State of Oregon in addition to any regulatory approvals required by law.

Portland reserves the right to terminate service to the Purchaser without notice if, at Portland's sole determination, the blending of water supplies in the Purchaser's water system poses a potential regulatory violation.

- D. Increases to Purchase Quantity. Purchaser may increase its Purchase Quantity to meet increasing demands due to normal growth within its service area. If the Purchaser anticipates an increase in any year of 20% or more in the Purchase Quantity, then the Purchaser shall provide written notice to Portland of the expected increase. When Portland receives Purchaser's notice of an increase to Purchaser's Purchase Quantity written notification is received, Portland will conduct an evaluation to determine whether the increased demand can be accommodated within Portland's existing system capacity. Portland will notify the Purchaser of its decision within 90 days of Portland's receipt of Purchaser's notice of an increase to Purchaser's Purchase Quantity.

SECTION 6 – OTHER SERVICES

- A. Provision of Additional Services. Portland may offer, and the Purchaser may elect to purchase additional services as described in this Section. Services provided under this Section are in addition to the level of service as provided through other Sections in this agreement.
- B. Backup Services. If Purchaser obtains less than 100 percent of Purchaser’s water supply from Portland, Purchaser may acquire backup service for Purchaser’s alternative supply sources under the following terms and conditions. Each Purchaser requesting backup service will enter into a separate agreement for the service with Portland to specify the type and conditions of service.
1. Reserved Backup. The preferred method of obtaining backup services (“Reserved Backup Services”) from Portland is to reserve it in advance. To obtain Reserved Backup Services, Purchaser shall notify the Administrator annually of the Peak Capacity Purchaser wishes to reserve, expressed in millions of gallons per day, and a duration expressed as a number of days (e.g., 2 MGD for 30 days) (“Peak Capacity”). If Purchaser reserves Reserved Backup Service in this manner, Portland will meet Purchaser’s backup demand on parity with Portland’s Retail and other Contractual Customers.

The following charges will apply:

- (a) Annual Reservation Charge. Purchaser shall pay an Annual Reservation Charge to reserve the capacity for the duration elected by the Purchaser as published at Exhibit 3.
 - (b) Reserved Water Delivery Charge. Should emergency water supplies be delivered in any period, Purchaser will pay a volumetric charge equal to the Base Costs as described in Section 7 up to the Purchaser’s daily reservation.
 - (c) Excess Delivery Charge. If the daily amount of water provided to Purchaser by Portland for backup purposes exceeds the daily amount reserved by Purchaser (“Excess Delivery”), Purchaser shall pay an Excess Delivery charge in the amount shown in Exhibit 3.
2. Unreserved Backup. Purchasers may request emergency backup services without electing Reserved Backup Services by notifying the Administrator in writing and electing “Unreserved Backup Service.” Purchaser will receive Unreserved Backup Service only if Portland determines that such supplies are available after first having met all demands of Portland’s Retail Customers and Contractual Customers, including all Reserved Backup demands. If any water supplies are provided by Portland under this provision, the following charges will apply:
 - (a) Annual Administrative Fee. Purchaser shall pay an annual administrative fee as updated annually by Portland and published on Exhibit 3.

- (b) Unreserved Water Delivery Charge. Purchaser shall pay an Unreserved Water Delivery Charge per Exhibit 3
3. Spontaneous Backup. Other purchasers or other customers who are not party to this Agreement may request backup services. However, Portland is not obligated to meet other purchaser or customer requests and will only do so if the Administrator determines that supplies are available after having first met all retail and contractual demands, including all Reserved and Unreserved backup demands, and that the water may be reasonably delivered to the customer without additional expense to Portland. Any water delivered pursuant to a Spontaneous Backup request will be subject to the then-existing volumetric rate charged to Portland's Retail Customers.
- C. Resale. Purchaser may resell water it purchases from Portland to third parties with the written approval of the Administrator, and by establishing an agreement with the Purchaser for the use of the Purchaser's infrastructure to deliver the water. Request would not be unreasonably withheld. All water purchased for resale will be included in the Purchaser's Purchase Quantity and the determination of the Purchaser's Seasonal Peaking Factor and 3-Day Peaking Factor. Resales may include services described in Section 1 or Backup Services defined in this Section 6.

SECTION 7 – RATES AND CHARGES

A. Rate Making in General.

1. The rate structure for Purchaser’s purchase of water will consist of:
 - (a) A fixed monthly charge equal to the charges paid by Portland’s Retail Customers for the same meter sizes as published in Portland’s current rate ordinance.
 - (b) A volume charge calculated using volumetric rates established as provided herein multiplied by Purchaser’s actual water drawn from Portland.
2. The volume charges will be determined as set forth in this Section.
3. The revenue requirement for wholesale volume rates will be determined using the utility basis and cost of service allocation principles as described in *Manual of Water Supply Practices – M1. Principles of Water Rates, Fees and Charges* as published by the American Water Works Association (hereafter “AWWA Manual M1”) or in such updates as may occur from time to time, except for such deviations from AWWA Manual M1 as are described or permitted by this Agreement. A cost-of-service computer model (“Portland Model”) will be used to calculate the revenue requirements, cost allocations, and resulting rates.
4. The Parties understand that Portland may enter into similar wholesale water sale agreements with other water utilities during the term of this Agreement under the same terms and conditions as described in this Agreement.

B. O&M Cost Component of the Annual Revenue Requirement.

1. O&M Costs. The operations, maintenance, planning studies and associated overhead expenses of the City’s water supply system as adopted in the City’s annual budget process for the fiscal year for which the rate will be in effect, multiplied by the O&M Budget Execution Factor, and excluding that portion identified as Retail-only Costs.
2. O&M Budget Execution Factor. A percentage determined as the actual O&M expenditures for a fiscal year divided by the total adopted O&M budget for the same fiscal year. The average of said factors for the previous five years for which data is available will be the O&M Budget Execution Factor applied for the purposes of determining rates.

C. Capital Cost Component of the Annual Revenue Requirement. The sum of the Return on Rate Base and Depreciation Expense as defined below.

1. Return on Rate Base. The amount determined by multiplying the Rate of Return by the Rate Base.
 - (a) The Rate Base is the sum of the following items.
 - i. Net Book Value. The original cost less accumulated depreciation of Portland’s capital assets identified as Wholesale-Only or Joint for the previous 12-month financial reporting period. Capital

assets that are not used and useful in providing water service will be excluded from the Rate Base. Capital assets will exclude capitalized overhead costs. Capital assets may include Regulatory Assets.

- ii. Allowance for Working Capital. An amount equal to 12.5% (approximately 45 days) of the O&M Costs.
 - iii. Construction Work in Progress (CWIP). The amount reported in the previous 12-month financial reporting period. It is explicitly understood that Construction Work in Progress is to be included in the Rate Base and that its inclusion is a modification to the standard definition of the term “rate base” as described in the AWWA M1 Manual and elsewhere.
 - iv. Less Contributed Capital. The unamortized book value of cash or assets contributed to Portland by wholesale customers or other parties is to be deducted from the Rate Base. To the maximum extent possible, credits for Contributed Capital will be awarded to the specific wholesale customers who made the contributions. Contributions made by non-parties to this Agreement, including state and federal grants, will be deducted from the total Rate Base for the benefit of all customers.
- (b) Rate of Return. Portland’s cost of debt, defined as its True Interest Cost on all outstanding debt as determined by Portland’s Municipal Advisor, times a multiplier of 1.35, *plus X percentage point [To be added for agreement with terms less than 30 years]*. Said multiplier may be adjusted subject to the five-year Cost Audit described in Exhibit 5.
- 2. Depreciation Expense. All annual depreciation expenses reported for the previous 12-month financial reporting period matched only to the capital assets included in the Rate Base.
 - 3. Accounting Standards. For the purposes of this Section financial values will be those reported for the 12-month financial reporting period immediately preceding the calculation of the water rates using generally accepted accounting practices required by the Government Accounting Standards Board (GASB) or its successor.

D. Cost Allocations – General.

- 1. Costs will be allocated to Purchaser in accordance with generally accepted ratemaking practices and procedures. In general, unless specified otherwise in this Agreement, costs will be allocated proportionately as provided by the then-current AWWA Manual M1.
- 2. Cost allocation for purposes of this Agreement will be based on the “base-extra capacity” methodology, as defined in AWWA Manual M1.
- 3. There are three types of costs referred to in this Section 7.

- (a) Retail-Only Costs – The cost of services and assets that benefit only Portland Retail Customers.
- (b) Wholesale-Only Costs – The cost of services and assets that benefit only wholesale customers.
- (c) Joint Costs – The cost of services and assets that benefit all retail and wholesale customers.

E. Steps Involved in Cost Allocation. The following general sequence will be employed in allocating costs and developing the wholesale volume rate.

1. Assign all system costs to categories reflective of the functions of Portland water system. Typical functional categories include but are not limited to: Source of Supply, Raw Water Conveyance, Water Treatment, Transmission, Storage, and Distribution. The Administrator may establish these and other functional categories as needed to ensure the equitable allocation of the system costs.
2. Assign the functional categories to the appropriate Cost Pools as described in Section 7F.
3. Allocate the costs for each functional category in each Cost Pool to relevant Cost Components as described in Section 7G in accordance with the Base Extra-Capacity method.
4. Determine the unit costs for each Cost Component in each Cost Pool expressed as a dollar per applicable unit of service.
5. Distribute the costs to individual wholesale customers by multiplying the relevant unit costs by each customers' units of demand.
6. Determine the volumetric rate for each wholesale customer by summing the total distributed costs for the customer and dividing by their five-year average annual water demand. For new customers, five-year average will be a described in Section 5.B 1.c.

F. Portland Cost Pools. Cost Pools are groups of asset and O&M costs, related by system functions, that may be shared jointly with all wholesale customers, or more specifically among a subset of customers. Purchaser and other wholesale customers may be assigned to one or more Cost Pools depending on how they use Portland's system. Cost Pools include the following with general list of assets listed in Exhibit 4:

1. Joint – Asset and O&M costs that benefit all customers regardless of location. This includes Powell Butte and Groundwater related costs and assets.
2. West – Asset and O&M costs located west of the Powell Butte reservoir. These assets and costs directly benefit customers located on the west side of Portland's service territory.
3. East – Asset and O&M costs located east of the Powell Butte reservoir. These assets and costs directly benefit customers located on the east side of Portland's service territory.

4. New Cost Pools. The Administrator may designate additional Cost Pools in the future as needed to ensure a fair and equitable allocation of system costs.
- G. Cost Components. Portland’s water system is designed and operated to meet different rates of demand, defined by the following Cost Components:
1. Base Costs – the costs Portland incurs to provide water up to its customers’ average daily demand (ADD) needs.
 2. Peak Season Extra Capacity – the additional costs above Base costs that Portland incurs to meet peak season demands.
 3. Peak 3-Day Extra Capacity – the additional costs Portland incurs, above and beyond Peak Season, to meet Peak 3-Day Demands.
 4. Cost Components may be amended from time to time to reflect changes in AWWA M1 Manual methodologies. Other changes to the Cost Parameters may be made without modification to any other terms of this Agreement by mutual consent of the WWMG and the Administrator.
- H. Surplus Capacity. On or about June 30, 2026, Portland anticipates that three major users of Portland water will terminate their water supply contracts with Portland, which will result in additional surplus capacity (“Surplus Capacity”). To reduce the cost impacts to Contractual Customers resulting from the reduction in purchases and demands attributable to the Terminating Parties, Portland will temporarily bear the additional system-operation costs related to the Surplus Capacity. Over time, the system-operation costs related to Surplus Capacity will be allocated to Portland Retail Customers and Wholesale Customers subject to the following provisions:
1. Cost Allocations. Portland will determine the Surplus Capacity costs by allocating a proportionate share of all costs except Wholesale Only Costs using the same methods and procedures described in this Section 7.
 2. Demand Characteristics. To determine Surplus Capacity cost, Portland will use the same Seasonal Peaking Factor and 3-Day Peaking Factor characteristics attributed to Portland Retail within the Portland Model.
 3. Reductions. The Surplus Capacity and associated costs borne by Portland will be decreased each year following June 30, 2026 by the greater of (1) the growth in aggregate demand of the Portland Retail and Contractual Customers or (2) 5% of the initial Surplus Capacity until such time as the Surplus Capacity is zero. The amount of reductions will be reviewed every five years as part of the Cost Audit as described in Exhibit 5.
 4. No Increases. In no event will the Surplus Capacity be increased.

SECTION 8 – WATER SYSTEM PLANNING AND COOPERATION

To facilitate regional water planning and resource development, Purchaser and Portland agree as follows:

A. Purchaser's Projected Water Usage.

1. Every five years, at a minimum, starting on July 1 of the fifth year this Agreement is in effect, Purchaser shall provide Portland with estimates of Purchaser's water demand to be purchased from Portland by year for ten-years. This includes peaking factor estimates.
2. In addition, in any other Agreement Year in which unforeseen developments have altered Purchaser's ten-year estimates by more than 10 percent, Purchaser shall provide Portland with its revised estimates of its preferred use of Portland water for a ten-year period.
3. The estimates provided in this provision are for planning purposes only and do not commit Portland or Purchaser to either buy or supply any particular quantities of water.
4. Portland shall provide WWMG with a summary of Portland's projected demands for all wholesale and retail demands by no later than May 1 of each year.

B. Portland Evaluation of Capacity of Portland Water System.

1. Whenever it receives revised demand and Peaking Factor estimates from Purchaser, Portland will provide Purchaser with estimates of the capacity of Portland water system to meet all projected system loads over the ten-year planning horizon.
2. If Portland determines that the water system cannot meet Purchaser's demand, Purchaser and others have proposed to place on it over the ten-year planning horizon, Portland and Purchaser (together with other purchasers who may wish to join the discussions) may initiate negotiations to determine if and how Portland water system could meet the projected loads, either through a reduction in demand or development of additional water system capacity.

SECTION 9 – CONNECTIONS AND METERING

A. Meter Ownership and Responsibility.

1. Portland owns all existing water meters and associated facilities such as vaults and will own any new meters.
2. The primary source of Purchaser's monthly water purchases will be the registers physically located on the meters (i.e., register meter readings and not Supervisory Control and Data Acquisition (SCADA) nor electronically transmitted data). Portland will use demand data from the register readings for calculating the total annual water delivered to Purchaser unless the readings need to be adjusted because the meter readings are otherwise inaccurate.
3. In addition, Portland will attempt to read the meters either physically or electronically on key dates as defined in this Agreement (i.e., June 30 and Sept 30). If accurate or reliable meter readings are not reasonably available for key dates needed for calculating annual demand, monthly demand, or Peaking Factors, then Portland's SCADA data or other electronically transmitted data will be used to establish Purchaser's water demand to the intended key dates. If SCADA or other electronically transmitted data are not available or for some reason are not considered reliable in a particular case, Portland will use the best means that are reasonably available to estimate usage.
4. Portland and Purchaser will collaboratively resolve any data discrepancies.

B. Meter Costs. The cost of replacing the meter or meters and their operations and maintenance will be included by Portland in calculating Purchaser's rates.

C. Meter Access. Purchaser may have reasonable access to meters and facilities for purposes of installing and maintaining telemetry equipment or other equipment related to the metering function.

SECTION 10 – PURCHASER-SUPPLIED WATER TO PORTLAND RESIDENTS

- A. Water Supplies To Portland Residents. To the extent permitted by law, Purchaser shall, when requested by the Administrator, provide water supply to Portland Retail Customers in areas adjacent to Purchaser’s water mains subject to limitations of the available capacity of Purchaser’s water distribution system. Water delivered to Portland customers by Purchaser at the Administrator’s request will be metered by Portland and its residents’ individual services.
- B. Master Metering.
1. Portland and Purchaser will review each situation where such arrangements exist and attempt to reach an agreement on the need and feasibility of installing a master meter or master meters to register the volume of water delivered to Portland residents.
 2. The Purchaser shall ensure that the water delivered to Portland residents will be from the same source or sources as water that Purchaser delivers to its customers and the water meets all applicable drinking water regulatory requirements.
 3. The Purchaser may request that Portland install a master meter if the local distribution system is shown to have demonstrated leakage or unaccounted water losses in excess of 10% of the average daily demand of Portland residents served by the system or by mutual agreement of the Parties. Improvements to the local distribution system will be made by mutual agreement of the Parties.
- C. Charges For Water.
1. When Purchaser provides water to supply Portland residents at the Administrator’s request, Purchaser may charge Portland up to one hundred twenty-five percent (125%) of the wholesale water rate Portland charges the Purchaser. Portland will credit this amount to Purchaser’s monthly bills. Purchaser’s water supplied to Portland residents at the Administrator’s request will not be included in the calculation of the Purchaser’s Purchase Quantity.
 2. Purchaser may conduct a cost-of-service study to determine the cost of serving Portland residents. If the cost-of-service exceeds 125% of the wholesale water rate, the Purchaser may adjust the charge to Portland accordingly, but not above the actual cost of service.

SECTION 11 – WATER RESOURCE CONSERVATION

A. General.

1. Parties to this Agreement intend that water delivered under this Agreement will be used beneficially, efficiently, and without waste.
2. The Parties encourage the development of joint conservation programs where such partnerships are of mutual benefit and produce increased efficiencies in program costs or water savings. Provided, however, that funding for joint conservation programs will be established by a separate agreement between the interested parties.

B. Submission of a Water Conservation Plan. It is the responsibility of each Purchaser to determine how to use water Purchased under this Agreement beneficially, efficiently and without waste. Unless Purchaser serves a population of 1,000 or less, Purchaser shall submit a copy of its Water Management and Conservation (“WMCP”) plan as outlined in OAR 690-086-0150. Purchaser shall submit a copy of its Water Conservation and Management Plan within six months of signing this Agreement to the WWMG. Every time a Purchaser prepares its 5-year benchmark report or its 10-year WMCP for submission to the State, it shall provide a copy to the WWMG.

SECTION 12 – WATER CURTAILMENT AND PROTECTION OF THE WATER SYSTEM

A. General.

1. During times when water supplies are not adequate to meet the aggregate of all demands placed upon Portland water system, Portland shall collaborate with Purchasers to minimize impacts to all. By signing this Agreement, Purchaser and Portland acknowledge that unforeseen or unavoidable circumstances may limit the amount of water available to Portland for sale and distribution, whether temporarily or permanently.
2. Should the available supply fall below the aggregate of all demands placed on Portland system, or should the Administrator determine that supply will fall below demands before other supplies are available, the Administrator of Portland Water Bureau may declare that a water shortage is in effect and may require a curtailment. Portland's Curtailment Plan, developed for the water system in accordance with OAR 690-086-0160(2) and OAR 690-086-0160(3) and filed as part of PWB's Water Management and Conservation Plan and would be in effect for all water users – retail and wholesale. If the Administrator requires curtailment, Purchaser shall implement measures sufficient to meet the demand reduction target requirements in accordance with PWB's WMCP. It is the responsibility of each Purchaser to develop appropriate policies, plans and procedures to respond effectively to required curtailment reduction targets, to protect the system's capacity to supply water for fire, life, safety, and other high priority needs.
3. It is to the benefit of all the users of Portland water system that plans for curtailment be agreed upon in advance and that plans for curtailments be coordinated among water providers. The Purchasers, through the WWMG shall develop and regularly update a Water Shortage Mitigation & Curtailment Plan to guide the implementation of the curtailment provision of this contract consistent with PWB's Water Management and Conservation Plan.

SECTION 13 – BILLING AND PAYMENT

A. Charges for Water Deliveries.

1. **Monthly Charges.** Portland will bill the Purchaser monthly for the actual volume of water delivered together with the fixed charges and any applicable charges pursuant to Section 6 of this Agreement. The monthly volumetric charge will be the product of the Purchaser's monthly deliveries, as determined in Sections 13.A.2 below, times the Purchaser's rate for that year's water deliveries as determined in Section 7.
2. **Monthly Water Deliveries.** Portland will read the Purchaser's water meters on a recurring cycle of approximately 30 days to determine the Purchaser's total deliveries for each month. The water deliveries used to determine the charges for the current month will be the difference in units between the most recent meter reading and the one immediately before it.

B. Payment Schedule. Bills are due upon receipt and are subject to a collection fee if not paid on or before the thirtieth day following the billing date. Collection fees will be established each year in the annual City ordinance establishing rates.

C. Charges In Case of Meter Failure.

1. Should any meter fail to measure accurately the water passing through the said meter, the charge for water used during the time the meter is out of service will be based on Portland's estimates of the volume of water supplied based on usage patterns and statistics for prior periods. Portland may, at its sole discretion, use water meter, SCADA, or other monitoring data provided by the Purchaser to inform its estimates of water usage in the event of a meter malfunction.
2. "Out of Service" means "out of calibration" or circumstances in which a meter is not reporting the Purchaser's water demand accurately.
3. Portland plans to test wholesale meters approximately every six months. If, because of periodic meter testing, Portland identifies that a Purchaser's meter is out of calibration, Portland will provide the Purchaser with an initial notice of a meter error and an interim correction factor to estimate usage. Portland and the Purchaser will then work together to verify the meter error and confirm and/or refine any calibration test results. Based on additional calibration test results, Portland and the Purchaser will work together to identify a final correction factor to be applied. The final correction factor will be applied retroactively to the Purchaser's meter readings only after the date of Portland's initial notice of a meter error.
4. Peak-Season and Peak-Day Peaking Factors will be recalculated to reflect the Purchaser's corrected water demands only for dates after the date of Portland's initial notice of a meter error. To allow "closing the books" for the previous fiscal year, if a final correction factor has not been established by September 1, the interim correction factor identified in Portland's initial notice of a meter error will be applied retroactively beginning on the date of Portland's initial notice of a

meter error and continuing through June 30. In this case, a final correction factor established after September 1 will be applied retroactively only to the Purchaser's demands from July 1 and after only for the purpose of calculating actual total annual demand.

- D. Disputes. In the case of disputes over billings for water, the Purchaser shall pay the undisputed amount when due. The disputed amount will be resolved through dispute resolution procedures contained in Section 15 (DISPUTE RESOLUTION) of this Agreement. The Purchaser shall pay interest at a rate equivalent to the rate earned on Portland's internal investment pool managed by the City Treasurer on any disputed amounts found through dispute resolution or litigation to be due to Portland.

SECTION 14 – SPECIAL FUNDING OF CAPITAL IMPROVEMENTS

- A. Project Funding in General. Portland plans, designs, constructs, owns, and operates all fixed assets used to deliver water under this Agreement up to the Purchaser's wholesale water meter(s). All such assets are eligible additions to the rate base as described in Section 7. Unless specified by a separate agreement, direct capital contributions by the Purchaser for all or any portion of the cost of any given project do not convey an ownership interest in the project(s) nor any interest in Portland's water system whatsoever.
- B. Special Project Funding.
1. Portland Financing of Purchaser-Specific Project. Portland, at its sole determination, may agree to pay for a capital project that has exclusive benefit to the Purchaser. In such cases, the fixed assets related to the project will be excluded from the rate base and the Purchaser will be subject to a Repayment Agreement, the terms and conditions of which will be negotiated separately and agreed to by Portland and the Purchaser. Portland will include on the Purchaser's monthly bill for water deliveries the sum of any payments due from the Purchaser's outstanding Repayment Agreements. Charges related to Repayment Agreements are additional to the rates and charges determined pursuant to Section 7.
 2. Joint Funding of Portland Projects by Purchaser or Group of Purchasers. Portland, at Portland's sole discretion, may accept contributions in aid of construction from one or more purchasers to fund capital projects eligible for inclusion in the rate base. If Purchaser participates in jointly funding a capital project with Portland, the total cost of the assets will be included in the rate base and Portland will credit Purchaser's contributions on Purchaser's monthly water services bill a credit equal to the sum of:
 - (a) One month's amortization of the Purchaser's contribution where the schedule of amortization is equal to the useful life of the asset expressed in months (e.g., a 10-year life is equal to a 120-month amortization and each month's amortization is $1/120^{\text{th}}$ of the total).
 - (b) The unamortized portion of the contribution times $1/12^{\text{th}}$ of the then-current Rate of Return.

SECTION 15 – DISPUTE RESOLUTION

In case of disputes arising out of this Agreement, including disputes regarding the interpretation of any provision of this Agreement, subject to the terms of this Section, either Party may seek all remedies available at law or in equity. Prior to commencement of any litigation, the Parties will first engage in dispute resolution as provided in the Section.

- A. Notice of Dispute. Prior to a Party's commencement of litigation of a dispute, the Party seeking to commence litigation shall first provide the other Party with a written notice describing the dispute and follow the process outlined in this Section 15. Neither Party shall commence litigation until the dispute resolution process described in this Section 15 is complete unless litigation in the form of a temporary restraining order or preliminary injunction is necessary to prevent imminent and irreparable harm to the Party commencing litigation.
- B. Negotiation. Each Party (1) shall designate a person or persons to negotiate the dispute on its behalf, (2) shall make a good faith effort to exchange information and data related to the dispute, and (3) shall meet to negotiate a dispute resolution. If the dispute is resolved at this step, the Parties will memorialize the agreement in writing, which shall be signed by the authorized representatives of the Parties.
- C. Mediation.
1. If the dispute has not been resolved within 45 days of the date of the notice of dispute, or such longer time as is mutually agreed by the Parties, the Parties will submit the matter to mediation. The Parties will attempt in good faith to agree on a mediator. If the Parties cannot agree, the Parties will request a list of five mediators from an entity or firm providing mediation services. The Parties will attempt in good faith mutually to agree on a mediator from the list provided, but if they cannot agree, each Party will select one name. The two selected mediators will select a third mediator who will mediate the dispute.
 2. Any common costs of mediation, including the cost of mediation, will be borne equally by the Parties. Each Party shall bear its own individual costs. Mediation will not continue more than 105 days past the initial notice of dispute unless mutually agreed by the Parties. If the dispute is resolved at this step, a written determination of such resolution will be signed by the designated representatives of the Parties.
- D. Arbitration. If the dispute has not been resolved through negotiation or mediation within the time set by this Agreement, within 15 days of the end of mediation, or such other time as is mutually agreed, the Parties may submit the dispute to arbitration under mutually agreeable terms. In the absence of such an agreement, the dispute resolution process under this Agreement will be deemed ended and the Parties will be free to pursue other remedies.

- E. Litigation. Any litigation between the Parties arising under or regarding this Agreement must be conducted in the Multnomah County Circuit Court of Oregon. In any litigation, each Party will bear its own costs and attorney's fees.

SECTION 16 – WASHINGTON COUNTY SUPPLY LINE

This agreement includes the Washington County Supply Line that will be treated as a Portland asset to include in cost allocation as described in Section 7 – Rates and Charges of this agreement.

GLOSSARY

<u>Term</u>	<u>Definition</u>
3-Day Peaking Factor	The Purchaser's average Actual 3-Day Peaking Factor from the previous five years.
Actual 3-Day Peaking Factor	The Purchaser's Peak 3-Day Demand divided by three, divided by the Purchaser's Actual Average Daily Demand.
Actual Average Daily Demand	The Purchaser's total water deliveries for a single Agreement Year divided by number of days in the year (365 or 366 days).
Actual Seasonal Peaking Factor	The Purchaser's Peak Season water purchases divided by 92 days, divided by the Purchaser's Actual Average Daily Demand.
Administrator	The Administrator of the Portland Water Bureau as defined in Portland City Code Section 21.04.010.A..
Agreement	This wholesale water purchase agreement between Portland and the Purchaser.
Agreement Term	A standard period of years from the execution of the Agreement, 30 years, or 20 years.
Agreement Year	July 1 of the current year through June 30 of the following year.
Annual Administrative Fee	A charge assessed to Purchasers who opt for Unreserved Backup services as described in Section 6.
Annual Reservation Charge	A charge applicable for those reserving backup capacity from Portland in advance under the Reserved Backup option as described in Section 6.
Average Daily Demand	The Purchaser's average Actual Average Daily Demand for the previous five years.
Backup Services	An optional service available to Purchasers and non-Parties to the Agreement for Portland to provide backup capacity and water supplies.
Base Extra-Capacity (method)	A cost allocation methodology as described by the American Water Works Association's M1 Manual.

<u>Term</u>	<u>Definition</u>
Capital Costs	The sum of the Return on Rate Base and Depreciation Expenses for an Agreement Year.
Contractual Customers	Customers served by Portland under the terms of a contract, including all contracts with Purchasers.
Cost Pools	Grouping of assets. Listing of the asset groups are in Exhibit 4.
Depreciation Expense	The annual depreciation expense reported for the for the previous 12 months for the assets included in the Rate Base.
Early Termination Fees	Required payments to Portland in the event of a Purchaser's early termination of the Agreement, or Reduction in Purchase Quantity.
Excess Delivery Charge	The charge for water deliveries in excess of the reserved amounts under the Reserved Backup option as described in Section 6.
General Purchase Quantity	The actual amount of water delivered by Portland to the Purchaser in a single Agreement Year after adjusting for exclusions as defined in Section 5.B of the Agreement.
Independent Supplies	Sources of water owned or purchased by the Purchaser other than the Purchaser's General Purchase Quantity.
Interruptible Water	A service offered in the previous Regional Water Sales Agreement that had allowed purchasers to buy water from Portland on the condition that such service could be shut off at any time at Portland's sole determination. Interruptible Water is not an offered service within this Agreement.
Joint Costs	O&M and Capital Costs incurred by Portland that benefit both its retail system and the wholesale customers. The retail portion of Joint Costs are excluded from the determination of rates and charges under this Agreement.
Meter Costs	The costs incurred by Portland related to acquiring, replacing, operating, and maintaining water meters at the Purchaser's Point of Delivery.

<u>Term</u>	<u>Definition</u>
O&M Budget Execution Factor	The average percentage of Portland’s actual O&M Costs for the previous five fiscal years divided by the adopted budgeted O&M Costs for the same fiscal years.
O&M Costs	Portland’s costs of operations, maintenance, planning studies and associated overhead expenses incurred to own and operate the water system.
Operations Group	Water Bureau workgroup responsible for the operation and maintenance of water storage and supply, treatment and transmission from the Watershed and the CSS Well Field and Powell Valley Well Field.
Parties	Portland and the Purchaser
Peak 3-Day Demand	The Purchaser’s highest level of water purchases over three consecutive days during a single Agreement Year.
Peak Season	Water deliveries between July 1 and September 30 for a single Agreement Year.
Point of Delivery	The connection or connections between Portland and the Purchaser whereby Portland delivers water under this Agreement.
Portland	The Portland Water Bureau
Portland Model	A Microsoft Excel workbook used by Portland to calculate rates and charges for the purposes of administering this Agreement.
Portland Retail Customers	Customers who receive their water service from Portland subject to the ordinances of the City of Portland and are not Purchasers.
Purchase Quantity	The Purchaser’s average Actual Average Daily Demand from the previous five years times 365 days.

<u>Term</u>	<u>Definition</u>
Purchase Reduction	A reduction in the Purchaser's General Purchase Quantity due to the Purchaser's increased use of Independent Supplies.
Purchaser	Any entity executing this agreement purchasing water from Portland as a wholesale customer.
Purchaser's Retail Customers	Individual customers served by the Purchaser for end-use consumption and not for resale.
Rate Base	The sum of Portland's net book value of the assets used to provide wholesale services including any regulatory assets, an allowance for working capital, the construction work in progress, less any contributed capital.
Rate of Return	A percentage equal to Portland's true interest of all outstanding debt times 1.35
Reserved Water Delivery Charge	The charge for actual water deliveries made under the Reserved Backup option as described in Section 6.
Retail-Only Costs	O&M and Capital Costs incurred by Portland related only to water sales to Portland Retail Customers and excluded from the determination of rates and charges under this Agreement.
Seasonal Peaking Factor	The Purchaser's average Actual Seasonal Peaking Factor from the previous five years.
Surplus Capacity	<p>Portion of the system capacity left unused after June 30, 2026 when City of Gresham, Rockwood PUD, and Tualatin Valley Water District are expected to terminate their firm supply purchase from Portland. It is the sum of water purchased by Gresham, Rockwood PUD and Tualatin Valley Water District prior to June 30, 2026. This agreement includes a one-time adjustment assigning Portland the Surplus Capacity. This is for the purpose of rate making where Portland is assigned the costs that is allocated to Surplus Capacity.</p> <p>The sum of annual water purchases, Peak Season demands, and Peak 3-Day demands attributable to the Terminating Parties prior to June 30, 2026.</p>

<u>Term</u>	<u>Definition</u>
Terminating Parties	The City of Gresham, Rockwood PUD, and the Tualatin Valley Water District. Each has given notification that they will terminate their water purchases from Portland as of June 30, 2026.
Unreserved Water Delivery Charge	The charge for actual water deliveries provided by Portland for Unreserved Backup services as described in Section 6.
Water Management and Conservation Plan	The Purchaser's plan as required and outlined in OAR 690-086-0150.
Wheeling	Water delivered above the Purchaser's General Purchase Quantity to be transported through the Purchaser's water system to Portland's Retail Customers.
Wholesale Distributors	The Purchaser and all other Purchasers who are Parties to this Agreement.
Wholesale-Only Costs	O&M and Capital Costs incurred by Portland for the benefit of only its wholesale customers. These costs are included in the determination of rates and charges under this Agreement.

KEY DATES

Requirement	Section / Reference	Date
Notification of renewal	3.D	No less than five years prior to expiration of the Agreement
Independent Supplies Notice	5.C.2.a	At least five years before implementing any Independent Supplies.
Peak Season	5.B2	Peak Season is from July 1 to September 30
Purchase Increase	5.D	Immediately, when Purchaser expects to increase its Purchase Quantity by 20% or more in any year.
Portland Confirmation of Increased Purchase Quantity	5.D	Within 90 days of receipt of Purchaser's notification of Purchase Increase.
Projected Water Usage	8.A.1	Every July 1 commencing on the fifth year after the execution of this Agreement and every fifth July 1 thereafter until termination.
Portland Demand Forecast	8.A.4	Every May 1. Portland provides the WWMG with a summary of projected water demand for the region.
Notice of Dispute	15.A	Immediately upon identification of a contractual dispute.
Commencement of Mediation	15.C.1	45 days after receipt of the Notice of Dispute.
Commencement of Arbitration	15.D	15 days after the end of Mediation.

EXAMPLE PURCHASE QUANTITIES AND PEAK DEMAND
(To be update annually for rate setting)

AVERAGE DAILY DEMAND (MGD)

Customer Class	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	5 yr avg
Service Area 1 Water Cos.	0.03	0.03	0.03	0.03	0.04	0.03
City of Gresham	5.86	5.93	5.56	5.91	5.53	5.76
Lusted Water District	0.15	0.15	0.13	0.15	0.16	0.15
Pleasant Home Water District	0.16	0.16	0.13	0.16	0.15	0.15
Rockwood Water PUD	6.18	5.99	6.05	6.42	6.49	6.22
Palatine Hill Water District	0.37	0.39	0.34	0.39	0.33	0.37
Burlington Water District	0.04	0.03	0.03	0.03	0.03	0.03
Lake Grove Water District	0.34	0.30	0.29	0.31	0.32	0.31
Valley View	0.14	0.17	0.17	0.17	0.13	0.16
West Slope Water District	1.20	1.23	1.11	1.27	1.16	1.19
TVWD	16.58	16.18	16.14	16.28	15.75	16.19
Raleigh Water District	0.55	0.53	0.47	0.55	0.49	0.52
City of Tualatin	4.38	4.63	4.18	4.61	4.25	4.41
City of Sandy	0.46	0.47	0.50	0.51	0.51	0.49
Total	36.43	36.20	35.14	36.80	35.34	35.98

PEAK SEASON DEMAND (MGD)

	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	5 yr avg
Service Area 1 Water Cos. (1)	0.05	0.05	0.03	0.04	0.06	0.05
City of Gresham	6.75	6.76	6.40	6.72	6.67	6.66
Lusted Water District	0.24	0.24	0.18	0.24	0.25	0.23
Pleasant Home Water District	0.29	0.25	0.19	0.26	0.28	0.25
Rockwood Water PUD	6.83	6.75	6.50	6.77	6.84	6.74
Palatine Hill Water District	0.79	0.80	0.65	0.75	0.79	0.76
Burlington Water District	0.04	0.04	0.04	0.04	0.03	0.04
Lake Grove Water District	0.32	0.32	0.32	0.32	0.32	0.32
Valley View	0.28	0.28	0.26	0.30	0.30	0.28
West Slope Water District	1.77	1.87	1.68	1.82	1.94	1.82
TVWD	19.16	19.16	19.12	19.15	19.32	19.18
Raleigh Water District	0.92	0.84	0.74	0.82	0.87	0.84
City of Tualatin	5.81	6.07	5.55	5.82	6.48	5.95
City of Sandy	0.48	0.50	0.51	0.53	0.55	0.52
Total	43.74	43.93	42.18	43.58	44.70	43.63

PEAK 3-DAY DEMAND (MGD)

Customer Class	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	5 yr avg
Service Area 1 Water Cos. (1)	0.08	0.09	0.08	0.08	0.08	0.08
City of Gresham	8.09	6.99	6.97	8.14	6.98	7.43
Lusted Water District	0.39	0.39	0.36	0.37	0.35	0.37
Pleasant Home Water District	0.41	0.37	0.32	0.41	0.39	0.38
Rockwood Water PUD	7.49	7.17	7.01	7.24	6.96	7.17
Palatine Hill Water District	1.12	1.03	0.94	1.07	1.00	1.03
Burlington Water District	0.11	0.07	0.07	0.08	0.08	0.08
Lake Grove Water District	0.45	0.35	0.39	0.61	0.50	0.46
Valley View	0.41	0.36	0.40	0.41	0.40	0.40
West Slope Water District	2.29	2.41	2.21	2.35	2.35	2.32
TVWD	24.64	24.20	21.68	24.01	26.73	24.25
Raleigh Water District	1.46	1.13	0.95	1.17	1.10	1.16
City of Tualatin	7.04	7.54	7.53	8.21	7.94	7.65
City of Sandy	0.51	0.52	0.77	0.89	0.60	0.66
Total	54.49	52.61	49.67	55.03	55.46	53.45

(1) weighted average from Lusted & Pleasant Home

**EXHIBIT 1
POINT OF DELIVERY LOCATIONS**

(To be added for each Purchaser)

EXHIBIT 2
EARLY TERMINATION FEES

Early termination fees consist of the capital portion of the wholesale rate multiplied by the Purchaser's eliminated or reduced demand at the time Purchaser gives notice of termination or reduction.

The formula for determining the Early Termination Fee is as follows:

$$\text{Fee} = C \times D \times P \times N / (1 + \text{RoR})^N$$

Where:

C = Capital portion of the wholesale rate applicable in the year preceding the notification expressed in \$/gallon.

D = The Purchaser's average total water deliveries from Portland for the five-year period preceding the notification expressed in gallons.

P = The percentage of the Purchaser' demand (D) to be reduced either from termination of the Agreement or by reduction due to changing supply sources. For terminations, P=100%. For reductions, P < 100% determined as the amount of continuing water purchases from Portland as a percentage of D.

N = The number of remaining years in the term of the Agreement.

RoR = The Rate of Return pursuant to Section 7 of the Agreement.

EXHIBIT 3
CHARGES FOR BACKUP SERVICES
(To be update annually for rate setting)

Table 1. Reserved Backup Charges

Fiscal Year Ending June 30	Reservation Charge	Reserved Water Delivery Charge	Excess Delivery Charge
2023	\$782.25 / MGD	\$1.252 / CCF	\$3.036 / CCF
2024			
2025			

Table 2. Unreserved Backup Charges

Fiscal Year Ending June 30	Administrative Fee	Unreserved Water Delivery Charge
2023	(see Table 4)	\$3.036 / CCF
2024		
2025		

Table 3. Spontaneous Backup Charges

Fiscal Year Ending June 30	Water Delivery Charge
2023	\$6.493 / CCF
2024	
2025	

Table 4. Annual Administrative Fee (for Unreserved Backup)

Meter Size	EQM Ratio	Annual Cost
3/4"	1.00	\$ 575.45
1"	1.67	\$ 959.09
1.5"	3.33	\$ 1,918.18
2"	5.33	\$ 3,069.09
3"	10.67	\$ 6,138.17
4"	16.67	\$ 9,590.89
6"	33.33	\$ 19,181.78
8'	53.33	\$ 30,690.86
10"	126.67	\$ 72,890.78
12"	166.67	\$ 95,908.92
14"	250.00	\$ 143,863.38
16"	333.33	\$ 191,817.85
18"	416.67	\$ 239,772.31
20"	500.00	\$ 287,726.77
24"	748.46	\$ 430,704.43

EXHIBIT 4
GENERAL LIST OF ASSETS IN COST POOLS
(To be added)

**EXHIBIT 5
FIVE-YEAR COST AUDIT**

In Contract Year 5 and every five years thereafter during the term of this contract and any extensions, an independent third party shall be retained to conduct an audit of all steps of the then-currently employed process to allocate assets and O&M to customer classes. The expert shall be instructed, as the result of its audit, to recommend any changes necessary to ensure the continued accuracy of the revenue requirements and the cost allocations consistent with the terms of this contract and the AWWA M-1 manual. The expert shall be selected by Portland and the auditor expense shall be included in O&M expenses and allocated accordingly. The expert's report shall be completed by December 1 of the contract year in which the expert is hired.

Expert recommendations for cost allocations shall be reviewed by the WWMG and shall be implemented by the Administrator in the contract year following receipt of the recommendations unless: (1) a majority of the WWMG and the Administrator concur that the recommendations should not be implemented or (2) the Administrator determines that it would be imprudent to adopt any or all of the recommendations. In case the Administrator reaches a determination of imprudence, the Administrator shall explain the Administrator's determination of imprudence in writing to the WWMG and consult with WWMG concerning the Administrator's determination.

City of Sandy

Public Works Council Work Session

Portland Wholesale Water Agreement

Jenny Coker and Jeff Fuchs

July 6, 2023



Purpose

1

Overview of future water agreement with Portland

2

Features of new agreement

3

Anticipated schedule for new agreement

Overview of Current Agreement

- Currently 19 wholesale customers (three with new water sources are leaving)
 - Expires for Sandy in Sept 30, 2027*
 - Expires for most others in June 2026
 - 2020 - larger wholesale customers began working with Portland to revise the agreement (Tualatin, TVWD, Gresham, Rockwood, West Slope)
-
- *Bilateral compliance date for treatment of cryptosporidium supersedes contract end date of May 2028



Overview of Current Agreement

- Current Agreement had terms and conditions that most wholesale customers and Portland wanted to change
 - Guaranteed minimum purchase
 - Complicated terms and conditions
 - Interruptible water
 - Penalties for exceeding peak season and peak 3-day demands

Used Four Step Process to develop new Agreement

- Established “Guiding Principles” for good agreement
- Evaluate current agreement re: Guiding Principles
- Develop rate model to address concerns
- Develop terms and conditions for new Agreement ← we are here

Guiding Principles

- Simple
- Predictable
- Sustainable
- Avoids Gaming
- Fair
- Promotes Mutual Trust
- Not Predetermined
- Flexible
- Aligns Risks
- Cost-of-Service Based
- Promotes Reliability
- Promotes Sustainable Natural Resources

Current Agreement vs New Agreement

Current Agreement	New Agreement
Guaranteed Minimum Purchase	Pay for what you use
19 cost pools to cover O&M cost - volatile	Two cost pools – East and West – smoother rate changes
Rate per CCF = \$1.403 (2027)	Rate per CCF = \$1.777 (2027)
Agreement seemed to favor Portland	Treats Portland as an equal in the agreement
Complicated to administer on all sides	Simpler terms
Challenging to predict seasonal water demands	Easier approach for determining rates
Groundwater was not available to Sandy	Able to access groundwater during emergencies
Shorter duration felt less stable	Longer duration and more predictable



Next Steps and Schedule





THANK YOU





MINUTES
City Council Meeting
Tuesday, June 20, 2023 6:00 PM

COUNCIL PRESENT: Chris Mayton, Councilor; Laurie Smallwood, Council President; Richard Sheldon, Councilor; Kathleen Walker, Councilor; Carl Exner, Councilor; Don Hokanson, Councilor; and Stan Pulliam, Mayor

COUNCIL ABSENT: (none)

STAFF PRESENT: Jeff Aprati, Interim Deputy City Manager; Tyler Deems, Interim City Manager; Kelly O'Neill Jr., Development Services Director; Josh Soper, City Attorney; Greg Brewster, IT/SandyNet Director; Rochelle Anderholm-Parsch, Parks and Recreation Director; Jenny Coker, Public Works Director; and Angie Welty, Human Resources Director

MEDIA PRESENT: Sandy Post

1. CITY COUNCIL WORK SESSION - 6:00 PM

1.1. Clear and Objective Code Audit Project

Staff Report - 0721

City contractors Kate Rogers and Cathy Corliss with MIG APG delivered a presentation; slides were included in the agenda packet with the staff report. The Council discussed each of the eight topics outlined in the consultant memorandum, along with the recommended policy options.

Council discussion points and policy preferences on each topic are detailed below:

Topic 1: Standalone Multi-Family Housing in the C-1 and C-3 Zones

- Discussion of two track option for development applications, and trade-offs between certainty and flexibility for developers
- Note that some clear and objective edits necessitate policy choices, though the large majority of the work is designed to be policy neutral
- Note that state law requires that if an area allows any type of housing, it cannot be as a conditional use; it must be permitted outright or removed from the code
- Discussion regarding standalone multifamily housing in C-1 zones

- Discussion regarding processes for existing non-conforming uses
- Explanation of horizontal mixed use
- Discussion of the likelihood of mixed use development in commercial areas; concerns regarding parking

The consensus of the Council was to support the policy approach recommended by the consultant.

Topic 2: Mixed-Use Residential in the C-1 and C-3 Zones

- Discussion regarding applying Sandy Style to commercial ground floor development
- Discussion regarding non-conforming uses
- Discussion regarding whether rooftop food establishments could be possible

The consensus of the Council was to support the policy approach recommended by the consultant.

Topic 3: Zero Lot Line Dwellings in the SFR Zone

- Distinctions between duplexes and townhomes
- Discussions on the applicability of new state middle housing regulations and requirements with respect to this policy topic

The consensus of the Council was to support the policy approach recommended by the consultant.

Topic 4: Transit Street Building Orientation

- Clarification on the applicability of this issue with respect to flag lots

The consensus of the Council was to support the policy approach recommended by the consultant.

Topic 5: Changes to Comply with HB 2583

- Concern that the definitions included in the provided text are circular
- Concerns regarding the conversion of residential housing to congregant housing and/or shelters

The consensus of the Council was to support the policy approach recommended by the consultant.

Topic 6: Type I Adjustments

- Note that the change would provide additional notice to property owners, enabling comment and appeal

The consensus of the Council was to support the policy approach recommended by the consultant.

Topic 7: Affordable Housing Under Senate Bill 8

- Concerns regarding affordable housing in SFR areas.
- Note that adding language in the municipal code would implement a Sandy version of this state requirement, rather than State language that has no limits on density or height.

The consensus of the Council was to support the policy approach recommended by the consultant.

Topic 8: Tree Removal for Parks Maintenance

- Clarification on applicability to existing trails versus all trails
- Concern regarding the appearance of double standards
- Discussion on applicability to Jonsrud Viewpoint maintenance

The consensus of the Council was to support the policy approach recommended by the consultant.

2. CITY COUNCIL REGULAR MEETING - 7:00 PM

3. Pledge of Allegiance

4. Roll Call

5. Changes to the Agenda
(none)

6. Public Comment

Michael Jenkins: former marine who is now homeless in this town; has had serious medical challenges; has received housing assistance but it is insufficient; needs more assistance; previously ran for mayor; is concerned with drugs coming into town; wants to speak with the Police Chief; has been told he is not allowed to sleep in bus shelters; threats have been made against his dog; AntFarm did provide him some assistance; wants to talk with the Mayor; intends to run for mayor.

7. Response to Previous Public Comments

With regard to previous comments by Bill Leslie: staff is working on implementing a new process to accommodate check payments; staff has confirmed that fees for rental businesses are typical compared to other cities that charge for this, and that the increase in rental business fees was outlined in the previous staff report. Staff agreed to follow up with additional information regarding what rental businesses receive through the program.

8. Consent Agenda

8.1. **City Council Minutes**

June 5, 2023

8.2. **Adoption of Financial Sustainability Plan for Parks and Recreation**

Resolution 2023-26

Staff Report - 0724

8.3. **SandyNet Advisory Board Appointments**

Staff Report - 0731

8.4. **Requests for Street Closures and Exclusive Use of Meinig Park: 2023 Mountain Festival**

Staff Report - 0726

8.5. **Loan Authorization: Drinking Water Transmission Line Design**

Resolution 2023-23

Staff Report - 0717

8.6. **Contract Amendment: Leeway Engineering Solutions, Owner's Representative Services**

Staff Report - 0723

8.7. **Adoption of City Manager Recruitment Position Profile and Hiring Procedures**

Staff Report - 0732

Moved by Laurie Smallwood, seconded by Carl Exner

Adopt the Consent Agenda

CARRIED. 7-0

Ayes: Chris Mayton, Laurie Smallwood, Richard Sheldon, Kathleen Walker, Carl Exner, Don Hokanson, and Stan Pulliam

9. New Business

9.1. PUBLIC HEARING: 2023-24 Master Fees and Charges

Resolution 2023-28

Staff Report - 0728

Staff Report

The **Interim City Manager** summarized the staff report, which was included in the agenda packet. Council questions for staff were related to implementation of the customer assistance program, history and context of the water rate for Skyview Acres, discussion on wholesale rates generally, overdue fines for cultural passes, and the importance of advertising changes in parks and recreation fees.

Public Testimony

Nancy Becker: concern about the high percentage increase for stormwater fees; they do not have a stormwater drain at their property; seniors on fixed income cannot absorb the increase; families are having to live together to get by; Social Security is not keeping up with increases; the City also collects franchise fees; fee increases are too high generally.

Michael Jenkins: two seniors living with him had heart attacks recently; a tree fell on his van during a storm, which the City said was an act of God; concern about trees in the park generally; power outages meant he could not use his breathing equipment - the City needs electricity redundancy; Rose City Lab can perform water testing services; concern regarding flooding of his neighbor's residence.

Greg Becker: note that 36% water rate increases were proposed through the budget process for this year and the following year as well.

Staff Recap

The fee increases were discussed as part of the budget process earlier in the year; franchise fees are all separate agreements - opportunities may exist for higher fees when the agreements are renegotiated. It was also notes that the infrastructure needs being addressed with the increased fees were long

deferred are critically necessary. Every effort is being made to secure grants and low interest financing.

Council Discussion

- Acknowledgement that community assets are paid for by everyone
- References to the customer assistance program
- Acknowledgement that these system improvements are the result of past decisions to defer reinvestment

Moved by Kathleen Walker, seconded by Carl Exner

Close the public hearing

CARRIED. 7-0

Ayes: Chris Mayton, Laurie Smallwood, Richard Sheldon, Kathleen Walker, Carl Exner, Don Hokanson, and Stan Pulliam

Moved by Carl Exner, seconded by Don Hokanson

Adopt Resolution 2023-28

CARRIED. 7-0

Ayes: Chris Mayton, Laurie Smallwood, Richard Sheldon, Kathleen Walker, Carl Exner, Don Hokanson, and Stan Pulliam

9.2. **PUBLIC HEARING: Revised Moratorium Raising Limit on New Wastewater Connections**

Resolution 2023-27

Staff Report - 0729

Abstentions

(none)

Conflicts of Interest

(none)

Staff Report

The **City Attorney** summarized the staff report, which was included in the agenda packet.

Council Discussion

- Clarification on the timing of middle housing land divisions under the terms of the moratorium
- Clarification that annexations do not create vested rights; rather, they allow property owners to take initial steps toward possible development applications in the future
- Clarification that septic tanks do not affect the wastewater system
- Clarification that the replacement moratorium takes immediate effect

Public Testimony

Greg Becker: asked whether increasing the ERU allowance will result in more revenue for the City. Staff noted that it likely would, but the effect would be substantially delayed.

Michael Jenkins: remarks regarding housing vouchers; suggestions to examine options for water testing

Staff Recap and Recommendation:

Adopt the resolution as recommended

Moved by Richard Sheldon, seconded by Chris Mayton

Close the public hearing

CARRIED. 7-0

Ayes: Chris Mayton, Laurie Smallwood, Richard Sheldon, Kathleen Walker, Carl Exner, Don Hokanson, and Stan Pulliam

Moved by Laurie Smallwood, seconded by Kathleen Walker

Adopt Resolution 2023-27

CARRIED. 7-0

Ayes: Chris Mayton, Laurie Smallwood, Richard Sheldon, Kathleen Walker, Carl Exner, Don Hokanson, and Stan Pulliam

9.3. **PUBLIC HEARING: Transportation System Plan (TSP) Adoption**
Ordinance 2023-24

Staff Report - 0722

Abstentions

(none)

Conflicts of Interest

(none)

Staff Report

The **Development Services Director** and the City's consultant Reah Flisakowski with DKS Associates summarized the staff report, which was included in the agenda packet.

Council Discussion

- Clarification on the calculation of available capital project funding (\$10.8 million), which is separate from road maintenance funds and bond payment funds for the 362nd / Bell project
- Discussion on cost sharing with ODOT for certain projects
- Discussion on the Safe Routes to School grant program, and pending conversations with the school district
- Discussion on Project C7, which could include lane narrowing to accommodate bike lanes
- Discussion on Hwy 211 and Gunderson intersection improvement options and cost projections
- Discussion on the funding of Project D20, which is expected to be borne by development
- Discussion on statutory speed zone options and processes
 - Suggestion that Street Fund dollars should be used to accomplish high priority area speed studies, with ODOT performing lower priority studies using their process
 - Note that City-run speed studies will require staff training

Public Testimony

Michael Jenkins: concerns regarding pedestrian safety on Meinig Avenue; concerns regarding trash cans blocking sidewalk access; concerns regarding pedestrian crossing on Hwy 26 near Bi-Mart, and the travel distance required to reach the signal; concern regarding ADA ramps being too steep; wants to personally show Council Members these issues

Staff Recap and Recommendation

Some sidewalks in the city do need repair, which the new code enforcement position can help address; development of The Pad Townhomes will help

address sidewalk concerns on Meinig Avenue; acknowledgement of the pedestrian crossing concerns on Hwy 26; note that the Walkability Study, which addresses some of these issues, is recommended to be adopted as part of the TSP update.

Moved by Richard Sheldon, seconded by Don Hokanson

Close the public hearing

CARRIED. 7-0

Ayes: Chris Mayton, Laurie Smallwood, Richard Sheldon, Kathleen Walker, Carl Exner, Don Hokanson, and Stan Pulliam

Moved by Laurie Smallwood, seconded by Stan Pulliam

Approve the first reading of Ordinance 2023-24

CARRIED. 7-0

Ayes: Chris Mayton, Laurie Smallwood, Richard Sheldon, Kathleen Walker, Carl Exner, Don Hokanson, and Stan Pulliam

Moved by Kathleen Walker, seconded by Carl Exner

Approve the second reading of Ordinance 2023-24

CARRIED. 7-0

Ayes: Chris Mayton, Laurie Smallwood, Richard Sheldon, Kathleen Walker, Carl Exner, Don Hokanson, and Stan Pulliam

10. Report from the City Manager

- Longest Day Parkway will take place on 6/22 at Bornstedt Park
- The 7/3 City Council meeting has been cancelled
- Council Members are encouraged to take part in the Mountain Festival parade
- Staff is addressing homelessness issues near the library and making timing changes to the free WiFi network
- The annual report for the SSCP program will be delivered soon; the **Mayor** designated a review panel of himself, **Councilor Walker**, and **Councilor Exner** for the next biennium

11. Committee /Council Reports

Councilor Hokanson

- Suggestion to remove board appointments from future consent agendas so appointees can be recognized
- Acknowledgement of the importance of transportation system input from users with disabilities

Councilor Exner

- Note on the importance of communication from contractors performing street and sidewalk improvements
- Note of the need to address weeds in medians
- Note of the need to maintain building exteriors at the library and police station

Councilor Walker

- Concerns regarding state preemption of land use, and the need for consultant advice on how the City can pursue its interest within changing legal bounds

Councilor Sheldon

- Agreement with the suggestion to keep board appointments off of the consent agenda
- Concerns regarding tall grass and pedestrian safety

Council President Smallwood

- Naming task force process has begun for the Community Campus Park
- Work on the Sandy River Trail is continuing

Councilor Mayton

- The EDAB provided project prioritization input regarding the EDSP
- Discussion regarding budget bills at the end of the legislative session

Mayor Pulliam

- Council Rules update will be on an agenda in the near future
- Legal staff recently delivered a memo to the Council on housing policy options
- The City's funding request for drinking water improvements is not looking good; likely because of repercussions related to the walkout in the Senate
 - The Council agreed that there are continuing opportunities to engage with the government relations consultant on regional matters, for example regarding the Action Center's difficulty securing food deliveries because of questionable allegations of policy violations
- Reminder regarding Longest Day Parkway

12. Staff updates

12.1. [Monthly Reports](#)

13. Adjourn

Mayor, Stan Pulliam

City Recorder, Jeff Aprati

Draft



STAFF REPORT

Meeting Type: City Council
Meeting Date: July 17, 2023
From: Jennifer Coker
Subject: Contract Amendment: Wastewater Treatment Plant Improvements - Slayden Constructors, Inc.

DECISION TO BE MADE:

Whether to authorize the interim City Manger to sign Amendment 5 to the CM/GC contract with Slayden Constructors, Inc.

BACKGROUND / CONTEXT:

On December 21, 2020, the Council adopted findings approving the use of a modified Construction Manager/General Contractor (GM/GC) procurement method for the wastewater treatment plant improvements project. This procurement method provides several advantages for the City, not the least of which is substantial time savings. The CM/GC method allows the City’s contractor to develop a guaranteed maximum price (GMP) for each work package, which is open book and reviewed and approved by the City construction management team.

At the March 1, 2021 meeting, City Council authorized the City Manager to sign an agreement with Slayden Constructors for CM/GC Construction Services for the Immediate Needs Wastewater Treatment Plant Improvements Contract for Phase 1A of the Clean Waters Program. The negotiated fee was \$39,457 for pre-construction fees assisting and advising in the design effort. The contract was amended as design packages were released for the contractor to provide GMPs for construction of each package. Due to the schedule pressure the City was under with the EPA and the looming consent decree, the owner’s representative team elected to issue three GMP packages to allow enough time for long lead equipment items to arrive.

This contract amendments to date are as follows

- GMP Amendment No. 1 (Construction Package 1) approved July 6, 2021 –\$4,542,468 total price, substantial completion 10/31/2022

- GMP Amendment No. 2 approved September 7, 2021 – increased total price of \$6,018,444, substantial completion 10/31/2022
- GMP Amendment No. 3 approved 3/7/2022 –increased total price \$10,513,111, substantial completion 10/31/2022
- GMP Amendment No. 4 approved December 16, 2022 –\$10,513,111, no price increase, but a non-compensated schedule extension of substantial completion to 6/1/2023.

Note that none of the amendments were for “change orders” in the traditional sense. They were for planned construction packages of work done using Alternative Delivery method to expedite schedule. The Amendment 4 extended the substantial completion date without additional general conditions due to delays in equipment and risks of permit violations for performing certain construction tasks in the wet weather season.

In February of 2023, Slayden issued a Notice of Delay due to impacts from Owner’s stress testing. Due to the importance of the stress testing, and the May 2023 deadline in the Consent Decree, while the owner’s rep team endeavored to keep the contractor working, there were instances where Slayden could not make normal progress due to Stress Testing activities including sampling, temporary construction, other RRM project repairs at the treatment plant required to maintain compliance not included in the Slayden construction project, and stress testing practices and runs.

KEY CONSIDERATIONS / ANALYSIS:

According to the CM/GC contract, the Contractor is entitled to compensation for delays that are caused or requested by the Owner. According to the recommendation from our Construction Management Team Leeway Engineering Solutions and Stantec, they concur that the Contractor is due compensation for a total of 90 days (2.5 month) of delays due to Owner requests to accommodate the preparation and execution of the stress testing plan. The durations of these delays and affected tasks are summarized as follows:

- 1) Access to clarifier #2 to install launders and supports (29-day delay)
- 2) Access to Aeration Basins 1 and 2 to install RAS piping (23-day delay)
- 3) Access to the Aerated Sludge Storage Basin (38-day delay)

Total requested and recommended approved delays are 90 days.

Costs due to the Contractor were calculated summing up the onsite general condition work for the duration of the 2.5-month recommended contract extension. These include:

- Staff supervisor and management time: \$155,408
- Staff supervisor equipment (onsite vehicles): \$14,133
- Onsite general mobilization costs: \$7,115
- Markups, taxes and insurances: \$21,438

Total General Conditions Compensation due totals \$198,904 for 90 days of owner requested delays.

This Amendment also extends the substantial completion date for the Contractor from 6/1/2023 to 8/14/2023. The original completion date was 10/31/2022, which is 9.5 months earlier, and the City has been found to owe general conditions for 2.5 months of delays. This is the first true change order in this construction contract, and is equivalent to 1.9% of the total GMP contract price.

BUDGET IMPACT:

The proposed Amendment, which totals \$198,094 is funded by the Clean Water State Revolving Fund Loan (CWSRF) and is included in the program budget. The contingency remaining in the loan is sufficient to cover the requested Amendment No. 5.

RECOMMENDATION:

Authorize the Interim City Manager to sign Amendment No. 5 to the CM/GC Agreement with Slayden Constructors, Inc.

SUGGESTED MOTION LANGUAGE:

"I move to authorize the Interim City Manager to sign Amendment No. 5 to the CM/GC agreement with Slayden Constructors, Inc in the amount of \$198,094."

LIST OF ATTACHMENTS / EXHIBITS:

- Draft Contract Amendment No. 5.
- Slayden CM/GC Original Contract

AMENDMENT NO. 5
to the
CONSTRUCTION MANAGER/GENERAL CONTRACTOR (“CM/GC”) CONTRACT
Between
CITY OF SANDY and SLAYDEN CONSTRUCTORS, INC

AMENDMENT No. 5

for the following PROJECT:

Sandy Wastewater Treatment Plant Condition Assessment Improvements Project

THE CM/GC:

Slayden Constructors, Inc.
PO Box 247
Stayton, OR 97383

THIS AMENDMENT is made and entered into this XXth day of July 2023, by and between the City of Sandy, OR (hereinafter “City”), whose address for any formal notice is 39250 Pioneer Blvd. Sandy OR, 97055 and Slayden Constructors, Inc (hereinafter “Slayden”) whose address for any formal notice is PO Box 247 Stayton, OR 97383. This is Amendment No. 5 to the Agreement dated March 18, 2021 between City and Slayden.

Now Therefore, the City and Slayden agree to amend the Agreement as follows:

1. Article 1.1 in the guaranteed maximum price No. 3 is amended to read as follows:

“Pursuant to Article 3.B.3 of the Contract, the City of Sandy and CM/GC amend the Contract to establish this GMP #3. The GMP #3 Price is fixed and is guaranteed by the CM/GC not to exceed \$4,692,761, subject to additions and deductions as provided in the Contract Documents. Pursuant to Article 6 of the contract, the sum of GMP’s 1,2, and 3, and all associated Early Work Amendments collectively comprise the overall Guaranteed Maximum Price of \$10,711,205, subject to additions and deductions as provided in the Contract Documents.”

2. Article 2.1 in the guaranteed maximum price No.1, No.2, No. 3 is amended to read as follows:

“2.1 In accordance with paragraph 5.b of the Contract, the anticipated date of Substantial Completion established by this amendment will be determined in amendment No. 5 as follows:

- *The project has a substantial completion date of August 14, 2023*
- *The project has a final completion date of September 12, 2023”*

3. The substantial completion date in Section 5b of the original agreement is changed to August 14, 2023.

Both parties indicate their approval of this Amendment by their signatures below.

SLAYDEN CONSTRUCTORS, INC

CITY OF SANDY, OREGON

Authorized signature:

Authorized signature:

Name:

Name: Tyler Deems, Interim City Manager

Date: _____

Date: _____

**CONSTRUCTION MANAGER/GENERAL CONTRACTOR (“CM/GC”) CONTRACT between
THE CITY OF SANDY, OREGON and
SLAYDEN CONSTRUCTORS, INC.**

For Sandy Wastewater Treatment Plant Condition Assessment Improvements Project

This Construction Manager / General Contractor (“CM/GC”) Contract (“Contract”) is made by and between the City of Sandy, a partnership agency within the State of Oregon (“City” or “Agency”) and Slayden Constructors, Inc. (“Contractor” or “CM/GC”) to provide construction services for the Collection System I/I Reduction Project (“Project”), briefly described below:

The Project is briefly described as follows: The Project will upgrade the Wastewater Treatment Plant (WWTP) existing processing facilities to provide greater ease of operability, worker safety, and environmental permit compliance.

The Engineer on this Project is: West Yost and Associates (West Yost)

CONTRACTOR DATA

Contractor must submit a completed “Request for Taxpayer Identification Number and Certification” (Form W-9) with this signed Contract. Payment information will be reported to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Consultant. Contractor shall be responsible for all federal, state, and local taxes and any and all fees applicable to payments for Work under this Contract.

Business Name: Slayden Constructors, Inc.

Contractor Contact Person: Jeffrey A. Garner

Address: PO Box 247

City, State, ZIP: Stayton, OR, 97383

Business Telephone: 971-277-5643

Email: jeff.garner@mwhconstructors.com

Federal Tax Identification Number (“TIN”): 47-5658451

Oregon CCB License Number: 208848

Contractor certifies under penalty of perjury that Contractor is a:

- Sole Proprietor
- Corporation
- Limited Liability Company
- Partnership
- Other [describe: ___]

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ATTACHED EXHIBITS

Exhibit A - General Conditions to the Contract

Exhibit A1 – Supplementary Conditions to the Contract

Exhibit B - Request for Qualifications (RFQ) CM/GC Services

Exhibit C – Contractors Response to RFP for CM/GC Services (redlined to include any negotiated changes)

Exhibit D – Form of GMP Amendment

The City of Sandy (City) and CM/GC agree as set forth below:

1. DEFINITIONS

Except as expressly defined or modified below or elsewhere in the Contract Documents, all capitalized terms shall have the meanings set forth in the General Conditions attached as Exhibit A (the "General Conditions"). The terms below are expressly defined as follows:

- a. **Affiliate.** Affiliate shall mean any subsidiary of CM/GC (defined below), and any other entity in which CM/GC has a financial interest or which has a financial interest in CM/GC (including without limitation

parent companies, related businesses under the same holding company, or any other business controlled by, under common control with, or which controls CM/GC).

- b. **Allowances.** Allowances shall mean funding reserved to address non-quantifiable scopes of work shown or inferred in the GMP Supporting Documents, together with such further allowances as may be developed by the parties as the Project progresses.
- c. **Amendment.** Amendment shall mean a written modification of the Contract executed by both parties.
- d. **Business Days.** Business Days shall mean every day except Saturday, Sunday, and the nine legal holidays recognized by the City: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day.
- e. **CM/GC Construction manager / general contractor,** – means a person that provides construction manager/general contractor services to a contracting agency under a public improvement contract as specified in ORS 279C.332 (2).
- f. **Construction manager/general contractor services.** Has the meaning set forth in ORS 279C.332 (3).
- g. **Change Order.** Change Order shall mean a written modification of the Contract under Section D.1 of the General Conditions (including without limitation any agreed change to GMP), identified as a Change Order and executed by the City and CM/GC.
- h. **Construction Documents.** Construction Documents are those documents that are used specifically for the construction of the Work and are a part of the Contract Documents.
- i. **Construction Phase.** The Construction Phase shall mean the period commencing on the City's execution of a GMP Amendment or Early Work Amendment, together with the issuance by the City of a Notice to Proceed with any on-site construction.
- j. **Construction Services.** Construction Services shall mean all of the Work other than the Preconstruction services.
- k. **Contract Documents.** Contract Documents shall have the meaning given in Section A.1 of the General Conditions, as supplemented by paragraph 2.a. below.
- l. **Early Work.** Early Work shall mean Construction Services authorized by Pre-GMP Amendment that the parties agree should be performed in advance of establishment of the entire GMP for the Work. Permissible Early Work shall be limited to: early procurement of materials and supplies; early release of bid or proposal packages for site development and related activities; and any other advance Work related to critical components of the Project for which performance prior to establishment of the GMP

will materially and positively affect the development of the completion of the Project. The City will only compensate the CM/GC for Early Work if it is authorized in an Early Work Amendment.

- m. **Early Work Amendment.** Early Work Amendment shall mean an Amendment to the Contract executed by and between the parties to authorize Early Work prior to GMP.

- n. General Conditions Work.** General Conditions Work (“GC Work”) shall mean:
- 1) that portion of the Work required to support construction operations that is not included within overhead or general expense but is called out as GC Work in Exhibit C, and
 - 2) any other specific categories of Work approved in writing by the City as forming a part of the GC Work. GC Work shall mean customary layout, clean up, supervision, and portions of the Work of a minor nature and not feasibly part of the subcontracted Work due to: exclusions by the Subcontractor not resolved through the process described in paragraph 11.c, undeveloped design owing to deviations in Work performed or materials delivered by Subcontractors or suppliers that do not represent defective or nonconforming Work, a breach or failure to perform by the Subcontractor or supplier, complexity of coordination of the Work, and other similar reasons typically providing cause for “pick-up” or GC Work under industry standards; provided, however, that:
 - i. the CM/GC has reasonably determined that doing such portion of the Work itself is in the best interests of City,
 - ii. such Work is identified as GC Work in monthly billings and
 - iii. CM/GC receives prior approval of the City as to the scope of such GC Work.
- o. Guaranteed Maximum Price (GMP).** GMP shall mean the Guaranteed Maximum Price of the Contract, as stated in dollars within the GMP Amendment(s), as determined in accordance with paragraph 6, and as it may be adjusted from time to time pursuant to the provisions of the Contract.
- p. GMP Amendment.** GMP Amendment shall mean an Amendment to the Contract, issued substantially in the form of Exhibit D executed by and between the parties, to establish the GMP and identify the GMP Supporting Documents for Construction Services.
- q. GMP Supporting Documents.** GMP Supporting Documents shall mean the documents referenced in a GMP Amendment as the basis for establishing a GMP. The GMP Supporting Documents shall expressly identify the Plans and Specifications, schedules, phasing plans, assumptions, qualifications, exclusions, conditions, allowances, unit prices, alternates and other pertinent information and documentation that form the basis for the proposed GMP.
- r. Preconstruction Phase.** The Preconstruction Phase shall mean the period commencing on the effective date of this CM/GC Contract and generally ending upon commencement of the Construction Phase; provided that if the City and CM/GC agree, the Construction Phase may commence before the Preconstruction Phase is completed, in which case both phases shall proceed concurrently, subject to the terms and conditions of the Contract Documents.
- s. Preconstruction services.** Preconstruction services shall mean all services described in paragraph 3.a. and as described in Exhibit B– RFP for CM/GC Services, Scope of Preconstruction Services, but excluding any Early Work. Early Work shall be considered part of Construction Services.
- t. Scope Change.** Scope Change shall mean only:
- 1) Materially changed site conditions not reasonably inferable from information available to CM/GC at the time of execution of the GMP Amendment either through review of project documentation or examination of existing site conditions/reports, and

- 2) Material Work modifications (including additions, substitutions, and deletions), application of Allowances, and selection of alternates not originally included in the GMP, all as approved by the City under the Contract beyond that identified or inferable from the GMP Supporting Documents (but in the case of Allowance items, the GMP will increase only if the cost to City of the Allowance items exceeds the total amount of the Allowances).

2. CONTRACT DOCUMENTS

- a. **Contract Documents.** City and the CM/GC agree to the terms of the Contract that are set forth in the Contract Documents. For purposes of this Project, the Contract Document referenced as "CM/GC Contract" in the General Conditions shall mean this Contract between the City and CM/GC. The Contract shall include all exhibits attached hereto, which by this reference are incorporated herein as well as any properly executed Amendments and Change Orders to this Contract. This Contract shall supersede any and all arrangements or agreements between the parties, whether written or otherwise.
- b. **Effective Date.** The Contract shall become effective on the last date on which all parties have signed the Contract and City has issued a written directive for the CM/GC to proceed with Preconstruction services.
- c. **The Contract; Order of Precedence.** Except as expressly otherwise provided herein, the order of precedence of the Contract Documents is established in Section A.3 of the General Conditions, if there are inconsistent or conflicting terms among the Contract Documents.

3. WORK OF THE CONTRACT

- a. **Preconstruction services.** The CM/GC agrees to provide all of the services stated in Exhibit B-RFP for CM/GC Services, Scope of Preconstruction Services, on an ongoing basis in support of, and in conformance with, the time frames described herein as well as at the direction of the City and in cooperation with the Engineer and other designated Project consultants (the "Construction Principals").
- b. **Construction Services.**
 - 1) Upon execution of an Early Work Amendment or GMP Amendment, the CM/GC shall commence with Construction Services as provided in the Contract, including without limitation providing and paying for all materials, tools, equipment, labor, jurisdictional approval as required for the Work, professional and non-professional services, and performing all other acts and supplying all other things necessary to fully and properly perform and complete the Work, as required by the Contract, to furnish to City a complete, fully functional Project, capable of being legally occupied and fully used for its intended purposes upon completion of the Contract (or, as to an Early Work Amendment, to furnish such Work as is described in the Early Work Amendment).
 - 2) Notwithstanding any other references to Construction Services in this Agreement, the Contract shall include only Preconstruction services unless:
 - i. the parties execute a GMP Amendment or

- ii. the parties execute an Early Work Amendment, defined below.
- 3) The parties may execute one or more Early Work Amendments identifying specific Construction Services that must be performed in advance of establishment of the GMP, without exceeding a time & expense budget with a not-to-exceed limit or a fixed price ("Early Work Price") to be stated in such Amendment, subject to all necessary City approvals as required.
- i. If the Early Work Price is a time & expense budget, then CM/GC shall be obligated to perform the Early Work only to the extent that the Cost of Work therefore, together with the CM/GC Fee, does not exceed the Early Work Price; however
 - ii. if CM/GC performs Early Work under a fixed price, and incurs cost in excess of that fixed price, the CM/GC shall complete the Early Work and pay such excess cost without reimbursement.
 - iii. If one or more Early Work Amendments are executed, the CM/GC shall diligently continue to work toward development of a GMP Amendment acceptable to City, which shall incorporate the Early Work Amendments.
- 4) If City thereafter terminates the Contract prior to execution of a GMP Amendment, the provisions of Section J.5 of the General Conditions shall apply.
- 5) Prior to commencement of the Construction Phase, and in any event not later than mutual execution of the GMP Amendment, CM/GC shall provide to City a full performance bond and a payment security bond as required by Section G of the General Conditions in the amount of the GMP. If an Early Work Amendment is executed, CM/GC shall provide such bond in the amount of the Early Work Price under the Early Work Amendment. CM/GC shall provide to City additional or replacement bonds at the time of execution of any subsequent Early Work Amendment or GMP Amendment, in each case prior to execution of the Amendment and the supplying of any labor or materials for the prosecution of the Work covered by the Amendment, and in each case in a sufficient amount so that the total bonded sum equals or exceeds the total Early Work Price or the GMP, as the case may be. In the event of a Scope Change that increases the GMP, CM/GC shall provide to City an additional or supplemental bond in the amount of such increase prior to performance of the additional Work.

4. RELATIONSHIP AND ROLES OF THE PARTIES

- a. **Independent Contractor.** The CM/GC is an independent contractor and not an officer, employee, or agent of City as those terms are used in ORS 30.265.
- b. **Performance of Work.** The CM/GC covenants with City to:
 - 1) cooperate with the City's Authorized Representative(s), Construction Principals, agencies having jurisdiction,
 - 2) utilize the CM/GC's professional skill, efforts and judgment in furthering the interests of City;
 - 3) to furnish efficient business administration and supervision;
 - 4) to furnish at all times an adequate supply of workers and materials; and

- 5) to perform the Work in conformance with the terms and conditions of the Contract Documents and in a safe, expeditious and economical manner consistent with the interests of City.
- c. Design Consultants.** City has a separate contract with the Engineer related to the Project. Both the CM/GC and the Engineer shall be given direction by City through City's Authorized Representative(s). The CM/GC agrees to support City's efforts to create a collaborative and cooperative relationship among the CM/GC, Engineer, other Project consultants, and City's Authorized Representative(s).
- d. Forms and Procedures.** The City has developed or may develop procedures and forms for the administration and tracking of the Contract. The CM/GC agrees to abide by those procedures and use those forms.
- e. CM/GC's Project Staff.** The CM/GC's Project staff shall consist of the following personnel:
- 1) Project Manager: Josh Bergseng, josh.bergseng@mwhconstructors.com, 360-601-7276 (name, email, phone) shall be the CM/GC's Project Manager and will supervise and coordinate all Construction Phase and Preconstruction services of CM/GC and participate in all meetings throughout the Project term unless otherwise directed by City. CM/GC represents that the Project Manager, or designee approved by City, has authority to execute Change Orders and Contract Amendments on behalf of the CM/GC.
 - 2) Job Superintendent: If Construction Services are requested and accepted by City, Jerry Lawrence, jerry.lawrence@mwhconstructors.com, 541-660-4673 (name, email, phone) shall be the CM/GC's on-site job superintendent throughout the Project term. In addition to the Construction Services, the Job Superintendent shall be an active part of the Preconstruction Services Project team.
- f. Key Persons.** The CM/GC's personnel identified in paragraph 4.e., and the key staff identified by name in CM/GC's Proposal to the RFP and accepted by City, shall be considered Key Persons and shall not be replaced during the Project without the prior written permission of City, which shall not be unreasonably withheld. If the CM/GC intends to substitute personnel, a request must be given to City at least thirty (30) Days (or such shorter period as permitted by City) prior to the intended time of substitution. When replacements have been approved by City, the CM/GC shall provide a transition period of at least ten (10) Business Days during which the original and replacement personnel shall be working on the Project concurrently; provided, however, that City shall be charged and pay for only the original or the replacement personnel, whichever is less expensive but not both, for the transition period. Once a replacement for any of these staff members is authorized, further replacement shall not occur without the prior written permission of City.
- g.** In the event that replacement of Key Persons is required during the course of the Project, the resume for subsequent staff members proposed shall be provided to the City for review and approval prior to their assignment to the Project. CM/GC shall not assign any person the City does not specifically approve of, such approval which shall not be unreasonably withheld by the City.
- h.** Replacement staff shall be of equal or higher caliber in terms of experience and skills sets than those they are replacing.
- i.** In the event that Key Persons are replaced during the Project, the City shall not incur additional cost for labor rates of replacement staff compared to the originally proposed staff members. Any labor

expenses in excess of those proposed for the original Key Persons shall be the financial responsibility of the CM/GC.

5. DATE OF COMMENCEMENT; SUBSTANTIAL AND FINAL COMPLETION

- a. **Notice to Proceed.** If Construction Services are added to the Contract as set forth in paragraph 3.b., then a Notice to Proceed will be issued by City to begin the designated or full Construction Services ("Notice to Proceed"). A separate Notice to Proceed shall be issued for any and every Early Work Amendment and each of the two GMP Amendments.
- b. **Completion of Project.** The CM/GC shall achieve substantial completion of the entire work not later than the date as agreed upon in the GMP, but no later than than December 30, 2021, unless extended, and shall achieve Final Completion not later than 30 calendar days after Substantial Completion. City and the CM/GC may agree to phased acceptance, in which case City shall have the right to take possession and acceptance of the Project in phases, and the CM/GC agrees that such partial acceptance shall not be grounds for adjustment of the GMP or the Substantial or Final Completion Dates.
- c. **[INTENTIONALLY OMITTED]**
- d. **Time is of the Essence.** All time limits stated in the Contract Documents are of the essence.
- e. **Time Extensions.** Notwithstanding provisions for Contract time extensions in Section D.2 of the General Conditions, City and CM/GC agree that timely completion of the Work is essential to the success of the Project, and that approval for time extension shall be granted only as a last resort.
- f. **Failure to Achieve Substantial Completion by Final Completion Date.** In the event CM/GC fails to obtain Substantial Completion by the date set for Final Completion in 5.b, subject to any time extensions granted by the City during the Project, City reserves the right to terminate this Contract for Cause and pursue any course of action deemed in the best interest of the City to complete the Project.
 - 1) In one or more GMP Amendments, with the benefit of a refined scope and schedule of the Work, the parties will negotiate and establish liquidated damages for each calendar day that CM/GC is delayed in achieving Substantial Completion and Final Completion of the Work. Likewise, the parties will negotiate and establish liquidated damages in any Early Work Amendment based upon the scope of such Early Work and the date it is scheduled to be completed.
 - 2) Liquidated Damages set forth above, shall constitute the reasonable estimate of the City's losses and damages in the event the CM/GC fails to achieve completion as required. The specified Liquidated Damages shall constitute the city's full remedy for any delays of the CM/GC.
- g. **Delay in Final Completion.** City shall make payment of the balance due for any portion of the Work fully completed and accepted if Final Completion is materially delayed through no fault of Contractor or by issuance of Change Orders affecting final completion. In the event that final completion is not accomplished within thirty (30) calendar days after the date of Substantial Completion due to any fault of Contractor, City may withhold from the final payment 150 percent of the reasonable cost to complete the unfinished Work and to attain Final Completion. In the event Contractor fails to complete the Work necessary to attain Final Completion after forty five (45) days from Substantial

Completion, City may, without waiving other remedies it may have, complete the Work and deduct the actual cost thereof from the funds withheld.

- h. **Limited Mutual Waiver of Consequential Damages.** The City and CM/GC agree to waive all claims against each other for any consequential damages that may arise out of or relate to this contract. The consequential damages waiver in this paragraph 5(h) does not (a) limit CM/GC’s liability for Liquidated Damages as provided herein, (b) apply to Claims for indemnity to the extent that consequential damages are suffered by third parties, (c) apply if CM/GC fails to procure and maintain the types, limits and coverages of insurance required by this Contract, (d) apply to Claims for recovery of consequential damages that are recoverable under any insurance policy procured by the City or CM/GC applicable to the Work or applicable to the Parties’ obligations under this Contract, (e) apply to Claims arising out of fraud, gross negligence or willful misconduct. If more than one of (a) through (e) apply, this paragraph 5(h) will not be interpreted to mean that the City is entitled to recovery of the same loss more than once. (f) NPDES Permit violations are defined as direct damages.

6. FEES, CONTRACT SUM AND GMP

- a. **Fees; Contract Sum; GMP.** City shall pay CM/GC the Preconstruction Fee described in paragraph 6.d. In addition, for each Early Work Amendment executed by CM/GC and City, City shall pay CM/GC, as payment for the Early Work, an amount equal to the sum of the CM/GC Fee to the proportional extent attributable to the Early Work, the cost of any bonds and insurance applicable to the Early Work, and the actual cost of all Early Work completed and accepted by City, but not exceeding the Early Work Price.
- b. The GMP shall be determined in accordance with the formula set forth below and as described in this paragraph 6.

Preconstruction Fee (Becomes a not-to exceed amount)
+ CM/GC Fee (Is a fixed dollar amount, which is subject to adjustment in accordance with paragraph 6.f.)
Construction Fee (GMP Determination)
+ Cost of the Work (Becomes a total amount based on established pay items)
+ Bonds and Insurance (Estimated costs)
+ Risk/Contingency Items (An allowance not included in Cost of the Work)
= GMP

- c. The "Cost of the Work" is specifically defined in Article 8. Costs in excess of the GMP shall be paid by the CM/GC without reimbursement by City. Changes to the GMP shall only be authorized by Amendment or Change Order that includes any necessary City approvals
- d. **Preconstruction Fee.** The Preconstruction Fee shall be payable to CM/GC as a lump sum of \$39,457.00 which shall cover coordination with the City and Engineer, constructability review, value engineering, cost estimating, development of GMP, and all other reconstruction services, as described in paragraph 3. If CM/GC’s costs for provision of Preconstruction Phase Services exceed the maximum Preconstruction Fee, CM/GC shall absorb such additional costs without reimbursement from City. City shall pay the Preconstruction Fee on a percent-complete basis with each application for payment during the Preconstruction Phase. If the total actual Preconstruction Fee is less than the maximum Preconstruction Fee, the City shall retain the unused fee.

- e. **Preconstruction services provided after execution of the GMP Amendment:** If City and CM/GC execute a GMP Amendment, compensation for any ongoing preconstruction services that occur after execution of the GMP will be addressed in the GMP Amendment.
- f. **Establishment of CM/GC Fee; Converting the CM/GC Fee Percentage into a Fixed Amount; Adjustments to CM/GC Fee.**
- 1) The CM/GC Fee shall be a fixed fee, set forth in Exhibit C and the Cost of the Work subject to adjustment by change order that is based upon the Cost of the Work in any Early Work Amendment(s) and the GMP Amendment. In calculating the GMP, the Cost of the Work shall exclude the Preconstruction Costs, the CM/GC Fee itself and any other cost or charge which this CM/GC Contract states is not to be included in calculating the CM/GC Fee.
 - i. The CM/GC Fee Components: The CM/GC Fee is inclusive of 1) profit; 2) general and administrative (G&A) costs; 3) home, branch and regional office overhead; and 4) other indirect and non-reimbursable costs as identified in Exhibit A, the General Conditions. The CM/GC Fee shall exclude costs for construction risk to perform the Work. Costs for Construction General Conditions not included in the CM/GC Fee shall be included in the Cost of the Work. Risk for construction that is allocated to the CM/GC shall be included in the agreed-upon Pay items that comprise the Cost of the Work.

No additional markup will be paid to the CM/GC for change order or force account work or for subcontracted labor or materials.
 - 2) **Good Faith Negotiations** - The Agency and CM/GC shall negotiate the fixed lump sum amounts, estimated quantities, fixed unit prices, estimated cost reimbursable amounts, and all other aspects of the Work in good faith and shall establish a set of assumptions upon which all Work and unit prices are based.
 - 3) **Amendment Pricing.** Once all components of the Work are agreed upon by the City and CM/GC, all Pay Item total costs (the Pay Item estimated quantity multiplied by the unit price) shall be rolled into one total amount, which becomes the Cost of the Work. The CM/GC Fee then becomes a fixed amount for the Work, subject to adjustment by Change Order in accordance with Article 7. The estimated actual reimbursable costs for any applicable bonds and insurance shall not be subject to

mark-up.

- 4) In addition, if the Contract is terminated for any reason prior to full completion of the Work (including, without limitation, termination during or following performance of Early Work), the CM/GC Fee shall be limited to the total CM/GC Fee multiplied by the percentage of Work completed and accepted at the time of termination. The CM/GC Fee shall not be subject to adjustment for any other reason, including, without limitation, schedule extensions or adjustments, Project delays, unanticipated costs, or unforeseen conditions.

g. Determination of GMP.

- 1) CM/GC shall deliver to City a proposed GMP and GMP Supporting Documents at a time designated by City during the Preconstruction Phase. If any actual subcontract Offers are available at the time the GMP is being established, CM/GC shall use those subcontract Offers in establishing the GMP.
- 2) As the Plans and Specifications may not be developed to the stage of biddable design documents at the time the GMP proposal is prepared, the CM/GC shall provide in the GMP for further development of the Plans and Specifications by the Engineer that is consistent with the Contract Documents and reasonably inferable there from. Such further development does not include such things as changes in scope outside of the original intent of the design, fundamental system or process types, significant changes to types or quantities of building components that are inconsistent with the original design intent, quality of finishes or equipment, all of which, if required, shall be incorporated by Change Order or Amendment with a corresponding GMP adjustment.
- 3) The CM/GC shall include with its GMP proposal a written statement of its basis (the "GMP Supporting Documents"), which shall include:
 - i. A list of the Plans and Specifications, including all addenda thereto and the conditions of the Contract, which were used in preparation of the GMP proposal.
 - ii. A detailed list of allowances and contingencies, the allocated amount of the GMP as well as a statement of their basis, parameters and calculation methodology.
 - iii. A list of the clarifications, qualifications, exclusions, assumptions and any other material qualifiers used by the CM/GC in the preparation of the GMP proposal to supplement the information contained in the Plans and Specifications.
 - iv. The proposed GMP, including a statement of the estimated cost organized in a manner acceptable to the City, allowances, contingency, and other items and the associated fees that comprise the GMP.
 - v. The parties may agree to identify and carry contingency to reflect potential escalation of material and commodity prices during the course of construction as well as estimated risk costs for changes and differing site conditions.
- 4) The CM/GC shall meet with the City and Engineer to review the GMP proposal and the written statement of its basis. If the City or Engineer discovers any inconsistencies or inaccuracies in the information presented, they shall promptly notify the CM/GC, who shall make appropriate adjustments to the GMP proposal, its basis or both.

- 5) Prior to the City's acceptance of the CM/GC's GMP proposal and issuance of a Notice to Proceed, the CM/GC shall not incur any cost to be reimbursed as part of the Cost of the Work, except as specifically provided in an Early Work Amendment.
- 6) The City shall authorize and cause the Engineer to revise the Plans and Specifications to the extent necessary to reflect the agreed-upon assumptions and clarifications contained in the GMP Amendment. Such revised Plans and Specifications shall be furnished to the CM/GC in accordance with schedules agreed to by the City, Engineer and CM/GC. Prior to commencement of work, the CM/GC shall promptly notify the Engineer and City if such revised Plans and Specifications are inconsistent with the agreed-upon assumptions and clarifications.
- 7) The GMP shall include in the Estimated Cost of the Work only those taxes and/or governmental fees which are enacted at the time the GMP is established.
- 8) The Estimated Cost of the Work shall include the Project contingency, which is a sum established by the CM/GC and City for the City and CM/GC's mutually agreed upon use to cover additional development of Plans and Specifications and unanticipated costs and unforeseen conditions which are properly reimbursable as Cost of the Work but which are not the basis for a Change Order. For purposes of use of Project's contingency, unanticipated costs and unforeseen conditions include Work within the scope of the Project or any conditions that the parties reasonably should have anticipated might be encountered during the renovation of a site or of a building of similar nature, condition and age. The parties shall provide advance written notice to the other each time the parties propose to use the Project contingency, shall include in the notice the purposed purpose for such use, and shall seek the agreement and approval of the other prior to the contingency use, the approval of which shall not unreasonably be withheld by the other party.
 - i. The Project contingency shall not be utilized by any party to make changes to the Project that are inconsistent with Article 6. or should reasonably be incorporated into the Project via a Change Order.
- 9) The CM/GC shall work with the Engineer and City to identify and confirm components and systems not specifically shown but required for a complete, fully functional Project and sequencing to maintain continuous delivery of treated water. City will direct the Engineer to complete the final Construction Documents in accordance with the Project scope agreed upon by all parties at the time the GMP is established. In developing the GMP, the CM/GC shall include and identify any allowances within the GMP as may be necessary to pay for undefined costs and conditions that are required for a complete, fully functional facility.
- h. Failure to Furnish an Acceptable GMP.** If the CM/GC does not furnish a GMP acceptable to City or if City determines at any time in its sole discretion that the parties may fail to reach a timely agreement on a GMP acceptable to City, City may terminate the Contract without liability, and the CM/GC shall not receive additional compensation beyond the Preconstruction Fee earned as of the date of the termination under the Contract and sums due under any Early Work Amendment. Termination under this provision shall proceed under Section J.5 of the General Conditions as a termination for City's convenience. CM/GC further agrees that City shall not be liable for any damages whether actual, consequential or otherwise for termination of the Contract under this provision.
- i. Acceptance of GMP.** Upon acceptance of the GMP by City, the parties shall execute a GMP Amendment for the relevant package to which the GMP relates.

j. City Savings. If the sum of the Preconstruction Fee, plus the CM/GC Fee, plus the actual and final Cost of the Work (the Contract Sum as defined in paragraph 6.a.), is less than the GMP, 100% of the savings shall accrue to the City.

k. Allowance Work.

- 1) CM/GC shall not perform any Allowance Work without prior written authorization by the City approving the Specifications for the Allowance Work and the price thereof.
- 2) City shall be entitled to reallocate any Allowance line items that have not been fully expended to other line item Allowances that have been fully expended, without any resulting increase in the GMP.
- 3) If the total cost of the Work associated with allowances exceeds the total Allowances amount within the GMP, CM/GC shall not perform any Allowance Work in excess of such amount until either (i) the parties agree that the additional Allowance Work will be performed within the then-current GMP or (ii) a GMP Amendment is executed to increase the GMP by the excess cost of the Allowance Work.
- 4) If at the Final Completion of the Project, any portion of the Allowance funds remains unexpended, the GMP shall be reduced by a corresponding amount via a Change Order or Amendment.
- 5) Allowances shall not be allowed to have costs charged against them for accounting purposes on the Project. CM/GC shall submit itemized estimates based on competitive bids or quotes for City review and approval for any and all Work covered by Allowances. Upon acceptance by the City, CM/GC will reallocate Allowance funding to general Cost of the Work budget line items.

l. Reallocating Projected Cost Underruns after Bid (Offer) Buyout. As soon as possible after the awarding of the Work to the primary Subcontractors, after review and approval by the City, CM/GC shall review projected costs and provide the City with a buy-out status report showing any projected cost over/under runs by contracting package, reconciling accepted Offers and other reasonably anticipated costs, to the cost estimate used by CM/GC to establish the GMP. CM/GC shall include with its report any underlying documentation requested by City used to develop or support such report. CM/GC shall also consider the reduced risk associated with known subcontracting costs, and the impact that reduced risk has on the amount of the Project's Contingency. The parties shall negotiate in good faith to execute a budget revision transferring an appropriate portion of any projected cost over/under runs to/from the Project Contingency. Any unused contingency shall be returned to the City.

- 1) Over/under runs on bid packages and subcontracted scopes of work shall accrue or be funded from a buy-out contingency that will be jointly controlled by the City and CM/GC. Funding in the buy-out contingency shall not be allocated other than to portions of the Work until all Subcontractors are under contract, at which time any surplus shall accrue to the contingency for the Project subject to the requirements and limitation of use described herein.

m. CM/GC's Sole Responsibility for Errors. The CM/GC agrees that review or approval by Agency or its agents of the CM/GC's estimates, proposals, pricing, or any other information disclosed to Agency, including those under Early Work Amendment(s) or the GMP Amendment, shall not relieve CM/GC of its sole responsibility for any costs resulting from or arising out of defects or deficiencies in the CM/GC's estimates, proposals, pricing, or any other information disclosed to Agency. CM/GC may

utilize available contingency to pay for these costs as approved by owner for which approval will not be unreasonably withheld.

7. CHANGES IN THE WORK

a. Price Adjustments. Adjustments to the Estimated Cost of the Work required by changes in the Work shall be determined by any of the methods listed in Section D of the General Conditions, except that, unless the adjustment is based upon fixed pricing or unit pricing:

- 1) The overhead and profit markup for the CM/GC shall be limited to the CM/GC Fee adjustment, if any, permitted under paragraph 6.f of this Agreement;
- 2) The increase or decrease in the Estimated Cost of the Work, other than for subcontract Work, shall be calculated pursuant to Articles 8. and 9. of this Contract, instead of being based on CM/GC's Direct Costs as defined in the General Conditions; and
- 3) In calculating adjustments to subcontracts, unless the parties agree otherwise, the change shall be limited to the Subcontractor's Direct Costs plus the supplemental markup provided in Section D of the General Conditions, and shall not be modified by Articles 8. and 9. of this Contract.

b. Adjustments to GMP. Notwithstanding any contrary language in the Contract Documents, adjustments to the GMP after execution of the GMP Amendment may be made only in the event of a Scope Change, and then only in accordance with the following procedure:

- 1) CM/GC shall review subsequent iterations of the Plans and Specifications as they are prepared to determine whether, in the opinion of CM/GC, they result in a Scope Change so that it can be determined if an adjustment to the GMP is warranted.
- 2) Changes to the GMP shall be initiated by written notice by one party to the other. CM/GC shall deliver any such request to Engineer and City's Authorized Representative promptly after becoming aware of any Scope Change if, in CM/GC's opinion, it constitutes grounds for adjustment of the GMP. Any change request shall include a fully itemized proposal as to the appropriate GMP adjustment with respect to the Scope Change at issue.
- 3) CM/GC shall submit its request as soon as possible, and CM/GC shall not be entitled to claim a GMP increase unless CM/GC submitted a Change Order Request to City's Authorized Representative and to Engineer within the earlier of,
 - i. ten (10) business days after CM/GC has received the information constituting the basis for the claim, or
 - ii. as to Work not yet bid or proposed, prior to submission of solicitations for such Work and as to Work already solicited, prior to commencement of the portion of the Work for which CM/GC intends to claim a Scope Change; and
 - iii. in any event, prior to CM/GC's signing of a Change Order for the Scope Change.
- 4) City may, at any time, submit a reduction of the GMP, which shall include City's basis for such request, which may include, for example, reduction of the Project's Contingency after further development of

the Plans and Specifications that form the basis for the original GMP Amendment, and/or unused Allowances.

- 5) CM/GC shall work with City and Engineer to reconcile all differences in its request within three (3) business days from the date of submission of the request. "Reconciled" means that the CM/GC, City and Engineer have verified that their assumptions about the various categories are the same, and that they have identified the reason for differences in the request and the City and/or Engineer's position. CM/GC shall submit the reconciled request to City, which submission shall be a condition to any CM/GC claim for a GMP increase.
 - 6) If the reconciled request is not acceptable to City, CM/GC agrees to work with the City and the Engineer to provide a request that is acceptable to City.
 - 7) CM/GC agrees to make all records, calculations, drawings and similar items relating to the request available to City and to allow Engineer and City access and opportunity to view such documents at CM/GC's offices. Upon City's reasonable notice, CM/GC shall deliver two copies of such documents to City and Engineer at any regular meeting or at the Site.
 - 8) GMP increases, if any, shall not exceed the increased Cost of the Work arising from the Scope Change (whether based on agreed fixed pricing, or the estimated Cost of the Work increase based on cost reimbursable pricing), reconciled in accordance with the above provisions, as arising from the incident justifying the GMP increase, plus or minus the CM/GC Fee applicable to such change in the Cost of the Work.
 - 9) Except as provided in this paragraph 7.b., adjustments to the GMP shall be reconciled in accordance with Section D of the General Conditions.
- c. Execution by City.** Engineer has no authority to execute Change Orders or Amendments on behalf of City, and only duly authorized personnel of City may do so. However, as provided in the definitions for "City's Authorized Representative" and "Architect/Engineer" in Section A.1 of the General Conditions, City may, by written notice to the CM/GC, delegate some or all responsibilities of the City's Authorized Representative to the Architect/Engineer.
- d. Continuation of Work.** CM/GC shall continue to prosecute the Work in a timely and diligent manner consistent with the regardless of the status, outcome or other issues associated with potential Change Orders or Amendments. In no way shall CM/GC impact or allow others, such as Subcontractors, to impact the Project Schedule due to pending, on-going or concluded change order negotiations. Failure to do so shall be considered a material breach of the Contract on the part of the CM/GC and subject to recourse by the City.

8. COST OF THE WORK (To Be Reimbursed)

- a. Cost of the Work.** (The term "Cost of the Work" shall mean the following costs.) The Cost of the Work shall include only those items necessarily and reasonably incurred by CM/GC in the proper performance of the Work and specifically identified in this Article 8., and only to the extent that they are directly related to the Project.
- b. Labor Costs.**

- 1) Wages of construction workers directly employed by the CM/GC to perform the construction of the Work.
- 2) Wages and salaries of the CM/GC's supervisory and administrative personnel
 - i. stationed at the site, or
 - ii. engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work with City, or otherwise engaged and off the site when specifically related to the Project, and
 - iii. under either clause (i) or (ii), only with City's prior written approval, and only for that portion of their time directly required for the Work.
- 3) Fringe benefit costs paid or incurred by the CM/GC for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining contracts and, for personnel not covered by such contracts, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under paragraphs 8.b.1) through 8.b.2).

c. Subcontract Costs.

- 1) CM/GC's actual payment to Subcontractors pursuant to CM/GC's contract with such Subcontractor for the Work on the Project. No amount paid by or payable to any such Subcontractor other than the fixed or cost reimbursement price of its subcontract shall be included in the Cost of the Work, unless otherwise approved in writing by City.

d. Costs of Materials and Equipment Incorporated in the Work or Stored On Site.

- 1) Costs, including transportation, of materials and equipment incorporated or to be incorporated in the completed Work.
- 2) Costs of materials in excess of those actually installed, but required to provide reasonable allowance for waste and for spoilage. Unused excess materials, if any, shall be delivered to City at the completion of the Work or, at City's option, shall be sold by the CM/GC. Any sale shall be commercially reasonable and CM/GC shall provide accounting for such a sale within fifteen (15) business days of the transaction. Net amounts realized, if any, from such sales shall be credited to City as a deduction from the CM/GC Fee.

e. Costs of Miscellaneous Equipment and Other Items; Equipment Rental Charges.

- 1) Costs, including transportation, installation, maintenance, dismantling and removal, of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the CM/GC at the site and fully consumed in the performance of the Work.
- 2) Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by the construction workers, which are provided by the CM/GC at the site, whether rented from the

CM/GC or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof. Rates and quantities of equipment rented:

- shall be according to industry standards,
- shall not exceed 100% of the rental rates published from time to time in the Rental Rate Blue Book for Construction Equipment, prepared by Machinery Information Division of Primedia Information Incorporated in effect at the time of rental
- shall not exceed acquisition costs, and
- for individual items exceeding \$ 500.00, will be subject to City's prior approval.

CM/GC shall deliver to City a list of published rates from time to time at City's request. For all items rented or leased, the CM/GC shall charge City only the rental charge incurred by CM/GC with no additional administrative or other mark-up. CM/GC shall make efforts and use its best skills and judgment to procure equipment in the most expeditious and economical manner consistent with the interest of the City. Efforts shall include, but not be limited to, providing City with a rent/buy analysis so that City may elect for CM/GC to procure the item in lieu of rental if the facility at issue is expected to be rented for six months or longer. Such rent/buy analysis shall include, where available, a leasing rate commensurate with the expected term of rental of the facility at issue.

- 3) Costs of removal of debris from the site.
- 4) Cost of communication devices, postage and parcel delivery charges, and reasonable petty cash expenses of the site office, which are solely for the benefit of the Work. **f. Other Costs.**

- 1) That portion of premiums for insurance directly attributable to the Contract for builders all/risk insurance, and payment, performance and public works bond premiums as required by Section G of the General Conditions (but excluding premiums for Subcontractor bonds unless authorized by City). CM/GC's charge to City for all bonds and insurance shall be limited to the CM/GC's verifiable costs for those items.
- 2) Sales, use or similar excise taxes imposed by a governmental authority which are directly related to the Work and for which the CM/GC is liable.
- 3) Fees and assessments for the building permit and for other permits, licenses and inspections for which the CM/GC is required by the Contract Documents to pay.
- 4) CM/GC deposits lost for causes other than the CM/GC's fault or negligence.
- 5) Costs of drawings, Specifications and other documents required to complete the Work, except as provided by City or Engineer.
- 6) Other costs incurred in the performance of the Work if and to the extent approved in advance in writing by City.

g. Costs to Prevent Damage or Injury in Emergencies. The Cost of the Work shall also include costs which are incurred by the CM/GC in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.

h. Costs For General Conditions Work. CM/GC shall be paid on a lump-sum basis as payment for the GC Work, including all labor, materials, and direct and indirect costs thereof. The lump-sum amount for GC Work shall be established in each Early Work Amendment or the GMP Amendment, as applicable.

To the extent any GC Work is otherwise described above in this Article 8., CM/GC's compensation for the same is included in the Cost for GC Work and shall not otherwise be charged as Cost of the Work. The Cost for GC Work, less 5% retainage thereon, shall be paid monthly on a percent complete basis of the scheduled Construction Phase, including any period of Early Work, commencing with the first progress billing after commencement of the scheduled Construction Phase or Early Work Period. However, no adjustment in the amount for General Conditions Work will be made if the actual construction period or Early Work period is shorter or longer than the number of months scheduled for the Construction Phase or Early Work period, unless such period is extended because of a City requested delay.

- i. Travel and subsistence expenses of the CM/GC shall be included in the costs for General Conditions.
- j. At the Owner's and Engineer's discretion and in negotiations with the CM/GC, the Cost of the Work may be modified to a traditional unit cost basis for all work performed.

9. COSTS EXCLUDED FROM COST OF WORK (Not To Be Reimbursed)

- a. **Costs Excluded from Cost of Work.** The following shall not be included in the Cost of the Work unless specifically approved in writing by the City prior to approval of the GMP:
 - 1) Salaries and other compensation of the CM/GC's personnel stationed in offices other than the site office except as allowed under paragraphs 8.b.2) and 8.b.3).
 - 2) Office expenses of the CM/GC other than the site office.
 - 3) Any overhead and general expenses, except as may be expressly included in paragraph 8.
 - 4) CM/GC's capital expenses, including interest on the CM/GC's capital employed for the Work.
 - 5) Rental cost of machinery and equipment, except as provided in paragraph 8.e.2).
 - 6) Any cost associated with the Project not specifically and expressly described in paragraph 8.
 - 7) Costs due to the fault or negligence of the CM/GC, Subcontractors, suppliers, anyone directly or indirectly employed by any of them, or for whose acts any of them may be liable.
 - 8) The cost of correction of any repair Work, nonconforming or defective Work, or warranty Work.
 - 9) Merit, safety, or other incentive payments, bonuses or awards, or any expenses in connection therewith, except as provided in Article 8.
 - 10) Fines and penalties.
 - 11) Except for Early Work, the cost of Preconstruction services.
 - 12) The Cost of GC Work in excess of the lump-sum amount established for GC Work.
 - 13) Any costs in excess of the GMP.

- 14) Any equipment, vehicle, tool or other items the CM/GC retains ownership of beyond the Substantial Completion date of the Project.

10. DISCOUNTS, REBATES AND REFUNDS

- a. **Discounts, Rebates and Refunds.** Trade discounts, rebates, refunds and net amounts received from sales of surplus materials and equipment shall accrue to City, and the CM/GC shall make provisions so that they can be secured.
- b. **Amounts Credited to City.** Amounts which accrue to City in accordance with the provisions of paragraph 10.a. shall be credited to City as a deduction from the Cost of the Work.

11. SUBCONTRACTS AND OTHER CONTRACTS

a. General Subcontracting Requirements.

- 1) Other than Work performed pursuant to paragraphs 13.e. or 13.f. of this Agreement, CM/GC shall subcontract the Work to Subcontractors other than the CM/GC and its Affiliates. If CM/GC elects to bid on any Work, CM/GC shall inform City of its intention to do so prior to the bid package release date for public bidding for that Work.

b. CM/GC's Obligations under Subcontracts.

- 1) No use of a Subcontractor or supplier shall relieve the CM/GC of any of its obligations or liabilities under the Contract. Except as may expressly otherwise be provided in the Contract, the CM/GC shall be fully responsible and liable for the acts or omissions of all Subcontractors and suppliers including persons directly or indirectly employed by them. The CM/GC shall have sole responsibility for managing and coordinating the operations of its Subcontractors and suppliers, including the settlement of disputes with or between the CM/GC and any such Subcontractor or supplier.
- 2) The CM/GC shall include in each subcontract and require each Subcontractor to include in any lower tier subcontract, all provisions necessary to make all of the provisions of the Contract Documents, including the General Conditions, fully effective as applied to Subcontractors except as allowed for in the General Conditions. CM/GC shall indemnify City for any additional cost based on a Subcontractor claim which results from the failure of CM/GC to incorporate the provisions of this Agreement in each subcontract. The CM/GC shall provide all necessary Plans, Specifications, and instructions to its suppliers and Subcontractors to enable them to properly perform their portions of the Work.
- 3) **Retainage from Subcontractors.** Except with the City's prior approval and as allowed under Oregon law, payments to Subcontractors shall be subject to retainage of no more than 5%. The City and the CM/GC shall agree upon a mutually acceptable procedure for review and approval of payments and retainage for Subcontractors.

c. Subcontractor Selection.

- 1) All Subcontractors performing Work must be, as legally required or appropriate for the Work they are performing, registered or licensed by the following before such Subcontractors commence Work and for the duration of the subcontract:
 - i. The Construction Contractors' Board in accordance with ORS 701.035 to 701.138; ii. The State Board of Examiners for Engineering and Land Surveying in accordance with ORS 672.002 to 672.325; iii. The State Board of Architect Examiners in accordance with ORS 671.010 to 671.220; iv. The State Landscape Architect's Board in accordance with ORS 671.310 to 671.459; or v. The State Landscape Contractor's Board in accordance with ORS 671.510 to 671.710.
- 2) These registration and licensing requirements shall also apply to employees of the CM/GC and it shall require and ensure that they are in compliance.
- 3) The CM/GC shall pay and comply with, and require Subcontractors to pay and comply with State prevailing wage rates in effect at the time of execution of the first Early Work Amendment, or if no Early Work Amendment is executed, at the time the GMP Amendment is executed, as listed in the BOLI publication titled "Prevailing Wage Rates for Public Works Contracts in Oregon", and any amendments thereto. The higher of those rates shall be incorporated in the Contract and shall then apply throughout the remainder of the Project.
- 4) The CM/GC shall review all bids and shall work with bidders to clarify submitted bids, reduce exclusions, verify scope and quantities, and seek to minimize work subsequently awarded via the Change Order process.
- 5) Unless otherwise provided under this Article 11., the selection of all Subcontractors and suppliers shall be made by competitive bidding in a manner that will not encourage favoritism or substantially diminish competition. While not subject to the competitive procurement requirements of ORS Chapter 279C, the process shall conform to the procedures discussed herein, in general compliance with the open and competitive nature of public procurement, taking into account industry subcontracting practices.
- 6) CM/GC shall submit to City's Authorized Representative its proposed procurement documents for review and comment before they are issued for solicitation. CM/GC shall consider and respond to all City comments regarding any proposed Offer packages. As Offers are received, CM/GC shall submit to the City an Offer comparison in a mutually agreeable form together with any specific back-up documentation requested by City. The competitive process used to award subcontracts by the CM/GC may be monitored by the City's Authorized Representative; provided that such monitoring shall not excuse CM/GC from compliance with the subcontracting requirements of this Agreement. CM/GC shall cooperate in all respects with City's monitoring. The City's Authorized Representative shall be advised in advance of and be given the opportunity to be present at bid openings, and CM/GC shall provide him or her with a summary or abstract of all bids in form acceptable to the City's Authorized Representative, and copies of particular bids if requested, prior to CM/GC's selection of bids. Prior to opening bids, the CM/GC agrees to disclose in writing to City any financial interest it has in any such Subcontractor, supplier or other contracting party whenever such Subcontractor, supplier or

contracting party intends to compete on any Project Work, directly or indirectly, including whether such party is an Affiliate of CM/GC.

7) The following minimum requirements apply to the Subcontract solicitation process:

For solicitations where the resulting subcontract estimated to exceed \$100,000:

- i. Solicitations shall be advertised at least ten (10) business days prior to opening in the Daily Journal of Commerce. CM/GC also agrees to advertise in a local community newspaper in the area in which the Project is located, in order to allow for local participation in the solicitation process.
- ii. Unless specific other prior arrangement has been made with the City representative, all bids will be written, and submitted to a specific location at a specific time. CM/GC shall time/date-stamp all bids as received. Subcontractors must be qualified to perform the Work for this Project by being appropriately registered with the State of Oregon Construction Contractors Board.
- iii. If fewer than three (3) bids are submitted in response to any solicitation estimated to exceed \$100,000, (inclusive of any bid submitted by CM/GC), prior written approval by a City representative shall be required to accept a bid.
- iv. City may at its sole discretion, require CM/GC to re-solicit for bids based on the same or modified documents.
- v. The CM/GC shall document any and all discussions, questions and answers, modifications and responses to from any bidder and ensure that the same are distributed to all bidders, and City shall be entitled to inspect such documentation on request.
- vi. CM/GC shall determine the lowest responsive and responsible bid for each solicitation that meets CM/GC's reasonable performance standards for the components of the Work at issue; provided that if CM/GC determines it is unable to execute a suitable subcontract with such bidder, CM/GC may, with City's prior approval, execute a subcontract with the second-lowest Offeror pursuant to paragraph 11.c.9) below. CM/GC may alternatively utilize a solicitation method whereby both price and subcontractor qualifications are evaluated. In such case, the solicitation method and evaluation process must be documented in writing, must be competitive, fair and open, and must be prior approved by City. City reserves the right to approve such a method on a case by case basis.

For solicitations where the resulting subcontract estimated to be below \$100,000:

- i. Solicitations must be publicly advertised in any or all of the following methods: electronically, in the Oregon Daily Journal of Commerce, or a local community newspaper.
- ii. Unless specific other prior arrangement has been made with the City representative, all bids will be written, and submitted to a specific location or email address at a specific time. Quotes may be sent and submitted electronically. CM/GC shall retain a record of the time and date all quotes are received. Subcontractors must be qualified to perform the Work for this Project by being appropriately registered with the State of Oregon Construction Contractors Board.
- iii. A minimum of three (3) written quotes must be solicited. CM/GC may consider price and other qualifications in awarding such subcontracts.

Generally:

- i. CM/GC may develop and implement a prequalification process in accordance with Oregon Revised Statutes for competitive bidding for particular solicitations, followed by selection of successful bids among those bidders that CM/GC determines meet the prequalification standards, with City's prior written approval of such prequalification process.
- ii. The CM/GC shall comply, and require Subcontractor compliance, with the State of Oregon Bureau of Labor & Industries prevailing wage rate requirements. The wage rates that apply to this Project are described in paragraph C.1. of Exhibit A - General Conditions.
 - 8) Under special circumstances and only with prior written authorization by City, Work may be subcontracted on other than a low price basis, including without limitation, through competitive negotiation. As a condition to its authorization, City may require CM/GC's agreement to establish and implement qualification and performance criteria for bidders, including a scoring system within requests for proposals. Examples include: where there are single fabricators of materials; special packaging requirements for Subcontractor Work; design-build work or, where an alternative contracting method can be demonstrated to clearly benefit City. Such alternative procurements may, at the sole determination of the City, be subject to the City's procurement policies.
 - 9) When the Subcontractor selection process for a particular Work package will not be "competitive" as provided for in paragraph 11.c.5., the process must meet the following requirements:
 - i. The CM/GC must prepare and submit a written justification to the City explaining the project circumstances that support a non-competitive Subcontractor selection process for a particular Work package, including, but not limited to, Emergency circumstances, the CM/GC's need to utilize a key Subcontractor member of the CM/GC's project team consistent with the CM/GC's project proposal, the need to meet other specified Contract requirements, the continuation or expansion of an existing Subcontractor agreement that was awarded through a "competitive process" along with facts supporting the continuation or expansion of the Subcontractor agreement, or a "sole source" justification.
 - ii. For a "sole source" selection of a subcontractor to proceed, the Contracting Agency must evaluate the written justification provided by the CM/GC and must find that critical project efficiencies require utilization of labor, services or materials from one subcontractor; that technical compatibility issues on the project require labor, services or materials from one subcontractor; that particular labor, services or materials are needed as part of an experimental or pilot project or as part of an experimental or pilot aspect of the project; or that other project circumstances exist to support the conclusion that the labor, services or materials are available from only one subcontractor;
 - iii. If required by the City, the CM/GC must provide an independent cost estimate for the Work package that will be subject to the non-competitive process.
 - iv. The CM/GC must fully respond to all City questions or comments pertaining to a proposed or completed non-competitive selection process or associated Work package.

- v. The City must approve the CM/GC's use of the non-competitive Subcontractor selection process prior to the CM/GC's pursuit of the non-competitive process.
- 10) A competitive selection process may be preceded by a publicly advertised subcontractor prequalification process, with only those subcontractors meeting the pre-qualification requirements being invited to participate in the later competitive process through which the CM/GC will select the subcontractor to perform the construction Work described in the selection process;
 - 11) If the CM/GC or an Affiliate or subsidiary of the CM/GC will be included in the subcontractor selection process to perform particular construction Work on the project:
 - i. the CM/GC must disclose that fact in the selection process documents and announcements.
 - 12) CM/GC shall notify City in writing in advance before award of any proposed Subcontract, which notice shall include summaries in a form acceptable to City of all bidders received for the Subcontract at issue. City reserves the right to disapprove any proposed Subcontractors, suppliers and Subcontract or supply contract awards, based on legal standards of responsibility. City shall not unreasonably disapprove any proposed Subcontractor or supplier and increased costs due to City's disapproval shall be cause for an increase in the GMP. Notification shall be made with suitable time for review and comment/approval by the City before issuance of the Subcontract for execution.
 - 13) The CM/GC shall notify the City in the event that it receives an objection or protest in response to subcontractor selection. The City must approve the CM/GC's proposed resolution to any such objections or protests, prior to the CM/GC implementing the resolution.
 - 14) Briefings for Unsuccessful Subcontractors. Unsuccessful subcontractors will be allowed 60 days from the CM/GC's notice of award of a subcontract for a particular Work package to request, in writing, a post-selection meeting with the CM/GC and the City. The CM/GC shall hold such meetings within 45 days of the subcontractor's written request.
 - 15) CM/GC's subcontracting records shall not be considered public records; provided, however, that City and other agencies of the State shall retain the right to inspect, audit and monitor the subcontracting process in order to protect the City's interests.

d. CM/GC Field Work.

- 1) The CM/GC or its Affiliate(s) may provide GC Work required to complete the Project with its own forces, without the necessity of subcontracting such Work.
- 2) Except as provided in paragraph 11..d.1), any other portion of the Work proposed to be performed by CM/GC or any Affiliate, including without limitation provision of any materials, equipment, or supplies, shall be subject to the provisions of paragraph 11..e.

e. Subcontracting by CM/GC.

- 1) Except to the extent otherwise approved in advance in writing by City's Authorized Representative, the CM/GC or its Affiliates may submit a bid in accordance with paragraph 11.c. to do Work with its own forces, provided at least 80% of the labor by such work unit is performed by employees of the CM/GC or such Affiliate. If CM/GC is selected to perform the Work, the overhead and markup paid to

CM/GC shall be limited to its CM/GC Fee percentage and the markups applicable to Change Order Work or subcontracted Work set forth in the General Conditions shall not apply. The CM/GC shall clearly identify any Work for which it was the winning bidder in the supporting documentation and invoicing for payments so it can be easily determined that the Work was provided within CM/GC's bid price.

- 2) For those items for which the CM/GC or any of its subsidiaries intends to submit a bid, such intent must be publicly announced with the solicitation for bidders required by paragraph 11.c., and City notified in writing. All bids for this Work, including the CM/GC, shall be delivered to City and publicly opened by City at an announced time, date, and place. An appointed City representative will provide objective, independent review and opening of bids or proposals for the elements of Work on which CM/GC bids.
- 3) CM/GC or an Affiliate or subsidiary of the CM/GC may only perform elements of the construction Work without competition from subcontractors when:
 - i. The work is job-site GC Work, or
 - ii. The CM/GC proposed to self-perform certain elements of the Work in response to the City's CM/GC RFP and the City accepted these portions of the proposal in its contract negotiations with the CM/GC, or
 - iii. The CM/GC provides the City a detailed written proposal to self-perform the work, showing that such self-performance is cost effective, the City accepts the written proposal and the proposal is supported by at least one independent cost estimate prior to Work being included in the Contract.

f. Change of Subcontractors. Once a subcontract has been accepted by the City and executed by the CM/GC and Subcontractor, CM/GC shall not terminate or substitute the Subcontractor without prior written approval of the City. In the event a change to the subcontract assignment is made, CM/GC shall initiate a new bid package consistent with this Agreement to procure a new Subcontractor.

12. ACCOUNTING RECORDS

- a. **Accounting; Audit Access.** The CM/GC shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under the Contract; the accounting and control systems shall be satisfactory to City. City and City's representatives shall be afforded reasonable and regular access to the CM/GC's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to the Contract, and the CM/GC shall preserve these for a period of three years after final payment, or for such longer period as may be required by law.
- b. **Periodic and Final Audits.** City may, at its discretion, perform periodic audits of the Cost of the Work and any other reimbursable costs associated with the Project. City intends to conduct a final audit of reimbursable costs prior to the Contract closeout and final payment application approval. The CM/GC shall cooperate fully with City in the performance of such audits. Disputes over audit findings or conclusions shall be subject to the process set forth in paragraph 14.d.

13. PROGRESS PAYMENTS

- a. Integration with General Conditions.** The requirements of this paragraph 13. and paragraph 14. are in addition to, and not in lieu of, the requirements of Section E of the General Conditions. In the event of conflict between the provisions of paragraph 13. and 14. and Section E, the provision more favorable to City shall control. Without limitation, the provisions of paragraph 13..c. and 13..d. shall control over the corresponding provisions of Section E.2.5 of the General Conditions.
- b. Progress Payments.** Based upon applications for payment submitted pursuant to Section E of the General Conditions, City shall make progress payments on account of the Preconstruction Fee, Cost of the Work, and associated CM/GC Fee, less 5% retainage, to the CM/GC as provided below and elsewhere in the Contract Documents. A progress payment shall not be considered acceptance or approval of any Work or waiver of any defects therein. All progress payment requests shall include the forms designated or approved by the City stating that all of the Contractor's obligations to date relating to the Work have been paid. Reference Exhibit E, Progress Payment Waiver and Release.
- c. Percentage of Completion.** Applications for payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the application for payment. The percentage of completion shall be the lesser of (i) the percentage of that portion of the Work which has actually been completed; or (ii) the percentage obtained by dividing (a) the expense that has actually been incurred by the CM/GC on account of that portion of the Work for which the CM/GC has made or intends to make actual payment prior to the next application for payment by (b) the share of the GMP allocated to that portion of the Work in the Schedule of Values.
- d. Calculation of Payment.** Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
- 1) Take that portion of the GMP properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work based on the monthly progress schedule update by the share of the GMP allocated to that portion of the Work in the Schedule of Values. Pending final determination of cost to the City of changes in the Work, amounts not in dispute shall be included. For the lump-sum General Conditions, the amount payable will be equal to the amount allocated to General Conditions multiplied by the overall percent complete for the Project;
 - 2) Add that portion of the GMP properly allocable to materials and equipment delivered and suitably stored and otherwise in compliance with Section E.2.3 of the General Conditions;
 - 3) Add the CM/GC's Fee. The portion of the CM/GC's Fee payable shall be an amount that bears the same ratio to CM/GC Fee as sum of the amounts in the two preceding Clauses bears to the estimated probable Cost of the Work described in paragraph 8..a., but in no event causing total CM/GC Fee payments to exceed the total CM/GC Fee;
 - 4) Subtract the aggregate of previous payments made by and retained by the City;
 - 5) Subtract the shortfall, if any, indicated by the documentation required to substantiate prior applications for payment, or resulting from errors subsequently discovered by the City in such documentation;
 - 6) Subtract any amounts for which the City's Authorized Representative has withheld or denied payment as provided in the Contract Documents; and

7) Subtract 5% retainage on the entire progress payment.

14. FINAL PAYMENT

- a. **Final Payment Accounting.** CM/GC shall submit to City a final detailed accounting of the Cost of the Work together with CM/GC's final application for payment.
- b. **Calculation of Final Payment.** The amount of the final payment shall be calculated as follows:
- 1) Take the sum of the CM/GC Fee, plus the Preconstruction Fee, plus the actual Cost of the Work substantiated by the CM/GC's final accounting. Said sum shall not exceed the GMP.
 - 2) Subtract amounts, if any, for which the City's Authorized Representative withholds, in whole or in part, approval of payment.
 - 3) Subtract the aggregate of previous payments made by City to CM/GC. If the aggregate of previous payments made by City exceeds the amount due the CM/GC, the CM/GC shall reimburse the difference to City within 30 Days with interest at the rate applicable to City payments under the General Conditions.
- c. **Final Payment Review.** City or its accountants will review and report in writing on the CM/GC's final accounting within twenty (20) business days after delivery of the final accounting by the CM/GC. Based upon such Cost of the Work as City or City's accountants report to be substantiated by the CM/GC's final accounting, and provided the other conditions of the Contract have been met, the City's Authorized Representative will, within ten (10) business days after receipt of the written report of City's accountants, either issue to City an approval of CM/GC's final application for payment with a copy to the CM/GC or notify the CM/GC and City in writing of the City's Authorized Representative's reasons for withholding approval of any part of the application for payment, which disapproval shall include City's Authorized Representative's estimate of the amount that is due the CM/GC under the application for payment.
- d. **Payment Disputes.** If City's accountants report the Cost of the Work as substantiated by the CM/GC's final accounting to be less than claimed by the CM/GC or if City's Authorized Representative declines to approve any duly submitted payment request by CM/GC, the CM/GC shall be entitled to demand a review by the City's highest contracting authority of the disputed amount. Such demand shall be made by the CM/GC within twenty (20) business days after the CM/GC's receipt of a copy of the rejection of the application for payment; failure to demand additional review within this 20-Day period shall result in the substantiated amount reported by City's accountants becoming binding on the CM/GC. In addition, If City performs a subsequent audit of the Cost of the Work and determines any item therein to have been unsubstantiated or that CM/GC was otherwise overpaid, CM/GC shall have twenty (20) business days after delivery of request for reimbursement by City to demand additional review by City's highest contracting authority; failure to make such demand within this 20 Day period shall result in the requested reimbursement becoming unconditionally due and payable by CM/GC. If CM/GC timely submits a protest to the City's highest contracting authority, CM/GC's Claim shall be subject to the claims review process in Section D.3 of the General Conditions. Pending a final resolution, City shall pay the CM/GC the amount of the application for payment approved by the City's Authorized Representative.

15. **Effect of Payment.** Neither approval of an application for payment, a progress payment, release of retainage, final payment, or partial or entire use or occupancy of the Project by the City shall constitute

acceptance of Work not conforming to the Contract Documents, a waiver of City's right to compel CM/GC to fix nonconforming Work or waiver of the right to assert overpayment.

16. TERMINATION OR SUSPENSION

- a. **City's Right to Terminate Prior to Execution of GMP Amendment.** Prior to execution by both parties of the GMP Amendment, the City may terminate the Contract at any time without cause. Upon such termination, the amount to be paid to the CM/GC shall not exceed the Preconstruction Fee payable to the date of termination, together with amounts payable for Early Work if an Early Work Amendment has been executed. If City terminates for convenience during the Preconstruction Phase, City shall be entitled to copies of, and shall have the right to use, all work products of CM/GC and its Subcontractors performed to the date of termination, and CM/GC shall deliver copies of the same to City on request.
- b. **City's Termination for Convenience after GMP Amendment.** After the GMP Amendment is executed by both parties, the Contract may be terminated by City without penalty for convenience pursuant to Section J.5 of the General Conditions in which case CM/GC shall be entitled to payment of the amount stated in paragraph 16.a., together with the actual Cost of the Work completed, plus the CM/GC's Fee prorated based on the actual Cost of the Work completed prior to the date of termination, but in any event not in excess of the GMP.
- c. **City's Termination for Cause.** In the event of termination of this Agreement by City for cause pursuant to Section J.4 of the General Conditions, the amount, if any, to be paid to the CM/GC after application of the General Conditions and City's rights at law shall not exceed the amount the CM/GC would be entitled to receive under paragraph 16.b. If a court or other dispute resolution body determines City's for-cause termination to be unlawful, the City's termination is to be deemed a termination for convenience under 16.b. to the greatest extent the law permits.
- d. **CM/GC Termination for Cause.** CM/GC acknowledges that disputes regarding payments and Change Orders may occur as part of the CM/GC process, and that City's declining to pay disputed amounts shall not be grounds for suspension of the Work or termination for cause by CM/GC. If CM/GC terminates the Contract for City's material breach, the amount to be paid to CM/GC shall not exceed the amount CM/GC would have been entitled to receive under paragraph 16. above through termination and demobilization from the Project, with the CM/GC Fee prorated based on the actual Cost of the Work through the date of termination.
- e. **Assignment of Subcontracts.** Each Subcontract and supply contract for any portion of the Work is hereby irrevocably assigned by the CM/GC to the City, provided that such assignment is effective only after termination of the Contract by the City, and only for those Subcontracts and supply contracts which the City accepts by notifying the Subcontractor/supplier and CM/GC in writing. For those Subcontracts and supply contracts accepted by City, if the Work has been suspended for more than twenty (20) business days, the Subcontractor's/supplier's compensation shall be equitably adjusted for increases in cost resulting from the suspension. CM/GC shall include a provision in each Subcontract and supply agreement whereby the Subcontractor/supplier acknowledges City's rights under this paragraph 17.e. With respect to any Subcontracts/supply contracts that are not accepted by City, the provisions of Section J.6.1 of the General Conditions shall apply.

17. REPRESENTATIONS, WARRANTIES AND CERTIFICATIONS

a. Representations and Warranties. CM/GC represents and warrants to City as of the effective date of the Contract:

- 1) it is qualified to do business as a licensed general contractor under the laws of the State of Oregon, and has all requisite corporate power and corporate authority to carry on its business as now being conducted;
- 2) it has full corporate power and corporate authority to enter into and perform the Contract and to consummate the transactions contemplated hereby; CM/GC has duly and validly executed and delivered this Agreement to City and that the Contract constitutes the legal, valid and binding obligation of CM/GC, enforceable against CM/GC in accordance with its terms, except as enforceability may be limited or affected by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and by general principles of equity (regardless of whether enforceability is considered in a proceeding in equity or at law);
- 3) CM/GC's execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not conflict with or result in a material breach of any terms or provisions of, or constitute a material default under,
 - i. CM/GC's Articles of Incorporation or Bylaws;
 - ii. any note, bond, mortgage, indenture, license, lease, contract, commitment, agreement or other instrument or obligation to which CM/GC is a party or by which CM/GC may be bound; or
 - iii. any statute, order, writ, injunction, decree, rule or regulation applicable to CM/GC;
- 4) no material consent, approval, authorization, declaration or other order of, or registration or filing with, any court or regulatory authority or any third person is required for the valid execution, delivery and performance of the Contract by CM/GC or its consummation of the transactions contemplated hereby;
- 5) there is no action, proceeding, suit, investigation or inquiry pending that questions the validity of the Contract or that would prevent or hinder the consummation of the transactions contemplated hereby; and
- 6) the CM/GC's Project Manager identified in paragraph 4.e. is a duly appointed representative and has the authority to bind the CM/GC to any and all duties, obligations and liabilities under the Contract Documents and any Amendments thereto.

b. Tax Compliance Certification.

By signature on this Agreement, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of CM/GC and that CM/GC is, to the best of the undersigned's knowledge, not delinquent in the filing or payment of any Oregon income taxes, Oregon personal property taxes, Oregon municipal taxes, or Oregon real property taxes and that it has otherwise complied with all Oregon tax laws and all tax laws of those Oregon municipalities to which Engineer is subject.. For purposes of this certification, "taxes" includes a state tax imposed by ORS 401.792 to 401.816 and ORS chapters 118, 314, 316, 317, 318, 320, 321 and 323; the elderly rental assistance program under ORS 310.630 to 310.706, and local taxes administered by the Department of Revenue under ORS 305.620.

18. MISCELLANEOUS

- a. **Headings.** The headings used in this Agreement are solely for convenience of reference, are not part of the Contract and are not to be considered in construing or interpreting the Contract.
- b. **Merger.** The Contract Documents constitute the entire Contract between the parties and supersedes any previous negotiations, agreements or other commitments between the Parties for this Project. No waiver, consent, modification or change of terms of the Contract 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 the Contract. CM/GC, by signature of its representative, hereby acknowledges that it has read the Contract, understands it and agrees to be bound by its terms and conditions.
- c. **Foreign Contractor.** The CM/GC shall be domiciled in or registered to do business in the State of Oregon. If the CM/GC is not domiciled in or registered to do business in the State of Oregon, CM/GC shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies, or other regulatory bodies, relative to the resultant Contract. CM/GC shall maintain its legal capacity to perform the services set forth under the Contract.
- d. **Recyclable Products.** The CM/GC shall use recyclable products to the maximum extent economically feasible in the performance of the Contract Work set forth in this document.

CM/GC has the power and authority to enter into and perform this Contract. The persons executing this Contract on behalf of CM/GC, have the actual authority to bind CM/GC to the terms of this Contract.

For the CM/GC

For the City

Slayden Constructors, Inc.

Jeffery Garner
Signature

Jordan Wheeler
Jordan Wheeler, City General Manager

Jeffery Garner, President
Printed Name and Title

March 18, 2021
Date

EXHIBIT A

City of Sandy, Oregon
CONSTRUCTION MANAGER/GENERAL
CONTRACTOR
GENERAL CONDITIONS

CM/GC GENERAL CONDITIONS

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SECTION A GENERAL PROVISIONS

A.1 DEFINITION OF TERMS

In the Contract Documents the following terms shall be as defined below:

ARCHITECT/ENGINEER, means the Person appointed by the City to make drawings and specifications and, to provide contract administration of the Work contemplated by the Contract to the extent provided herein or by supplemental instruction of City (under which City may delegate responsibilities of the City's Authorized Representative to the Architect/Engineer).

BENEFICIAL OCCUPANCY, means the point in time where the City will occupy a portion of the work for its intended use as defined by Substantial Completion, but prior to the Substantial Completion of the entirety of the Work (as in Phased Project completion).

CHANGE ORDER, means a written order issued by the City's Authorized Representative to the CM/GC requiring a change in the Work within the general scope of the Contract Documents, issued under the changes provisions of Section D.1 in administering the Contract, including City's written change directives as well as changes reflected in a writing executed by the parties to this Contract and, if applicable, establishing a Contract Price or Contract Time adjustment for the changed Work.

CLAIM, means a demand by CM/GC pursuant to Section D.3 for review of the denial of CM/GC's initial request for an adjustment of Contract terms, payment of money, extension of Contract Time or other relief, submitted in accordance with the requirements and within the time limits established for review of Claims in these General Conditions.

CONTRACT, means the written agreement between the City and the CM/GC comprised of the Contract Documents which describe the Work to be done and the obligations between the parties.

CONTRACT DOCUMENTS, means the Solicitation Document and addenda thereto, the City of Sandy CMGC Contract form, CM/GC General Conditions, Supplemental General Conditions, if any, the accepted Offer, Plans, Specifications, amendments and Change Orders.

CONTRACT PERIOD, as set forth in the Contract Documents, means the total period of time beginning with the issuance of the Notice to Proceed and concluding upon Final Completion.

CONTRACT PRICE, means the total of the awarded Offer amount, as increased or decreased by the price of approved alternates and Change Orders.

CONTRACT TIME, means any incremental period of time allowed under the Contract to complete any portion of the Work as reflected in the project schedule.

CM/GC, CM/GC means the Person awarded the Contract for the Work contemplated and is the same Person identified and referred to in the in the CM/GC Contract as the 'CM/GC'. May also be referred to as "Contractor" in the Contract Documents.

DAYS, are calendar days, including weekdays, weekends and holidays, unless otherwise specified.

DIRECT COSTS, means, unless otherwise provided in the Contract Documents, the cost of materials, including sales tax, cost of delivery; cost of labor, including social security, old age and unemployment insurance, and fringe benefits required by agreement or custom; worker's compensation insurance; project specific insurance; bond premiums, rental cost of equipment, and machinery required for execution of the work; and the additional costs of field personnel directly attributable to the Work.

CITY, means the City of Sandy, Oregon.

CITY'S AUTHORIZED REPRESENTATIVE, means those individuals identified in writing by the City to act on behalf of the City for this project. City may elect, by written notice to CM/GC, to delegate certain duties of the City's Authorized Representative to more than one party, including without limitation, to an Architect/Engineer. However, nothing in these General Conditions is intended to abrogate the separate design professional responsibilities of Architects under ORS Chapter 671 or of Engineers under ORS Chapter 672.

FINAL COMPLETION, means the final completion of all requirements under the Contract, including Contract Closeout as described in Section K but excluding Warranty Work as described in Section I.2, and the final payment and release of all retainage, if any, released.

FORCE MAJEURE, means an act, event or occurrence caused by fire, riot, war, acts of God, nature, sovereign, or public enemy, strikes, freight embargoes or any other act, event or occurrence that is beyond the control of the party to this Contract who is asserting Force Majeure.

NOTICE TO PROCEED, means the official written notice from the City stating that the CM/GC is to proceed with the Work defined in the Contract Documents. Notwithstanding the Notice to Proceed, CM/GC shall not be authorized to proceed with the Work until all initial Contract requirements, including the Contract, performance bond and payment bond, and certificates of insurance, have been fully executed and submitted to City in a suitable form.

OFFER, means an offer to complete a specific scope for a set price in connection with an invitation to bid and a proposal in connection with a request for proposals.

OFFEROR, means an entity that submits an Offer in connection with an invitation to bid and a proposer in connection with a request for proposals.

OVERHEAD, means those items which may be included in the CM/GC's markup (general and administrative expense and profit) and that shall not be charged as Direct Cost of the Work, including without limitation such Overhead expenses as wages or salary of personnel above the level of foreman (i.e., superintendents and project managers), and expenses of CM/GC's offices at the job site (e.g. job trailer) including expenses of personnel staffing the job site office.

PERSON, means an entity doing business as a sole proprietorship, a partnership, a joint venture, a corporation, a limited liability company or partnership, or any other entity possessing the legal capacity to contract.

PLANS, means the drawings which show the location, type, dimensions, and details of the Work to be done under the Contract.

PUNCHLIST, means the list of Work yet to be completed or deficiencies which need to be corrected in order to achieve Final Completion of the Contract.

RECORD DOCUMENT, means the as-built Plans, Specifications, testing and inspection records, product data, samples, manufacturer and distributor/supplier warranties evidencing transfer to City, operational and maintenance manuals, shop drawings, Change Orders, correspondence, certificate(s) of occupancy, and other documents listed in Subsection B.9.1 of these General Conditions, recording all Services performed.

SOLICITATION DOCUMENT, means an invitation to bid or request for proposal or request for quotes.

SPECIFICATION, means any description of the physical or functional characteristics of the Work, or of the nature of a supply, service or construction item. Specifications may include a description of any requirement for inspecting, testing or preparing a supply, service or construction item for delivery and the quantities or qualities of materials to be furnished under the Contract. Specifications generally will state the results or products to be obtained and may, on occasion, describe the method and manner of doing the work to be performed. Specifications may be incorporated by reference and/or may be attached to the Contract.

SUBCONTRACTOR, means a Person having a direct contract with the CM/GC, or another Subcontractor, to perform one or more items of the Work.

SUBSTANTIAL COMPLETION, means the date when the City accepts in writing the construction, alteration or repair of the improvement to real property or any designated portion thereof as having reached that state of completion when it may be used or occupied for its intended purpose. Substantial Completion of facilities with operating systems occurs only after thirty (30) continuous Days of successful, trouble-free operation of the operating systems as provided in Section K.4.2. The Work shall not be considered Substantially Complete if items remaining to be completed cannot be completed without disruption to building occupants.

SUBSTITUTIONS, means items that in function, performance, reliability, quality, and general configuration are the same or better than the product(s) specified. Approval of any substitute item shall be solely determined by the City's Authorized Representative. The decision of the City's Authorized Representative is final.

SUPPLEMENTAL GENERAL CONDITIONS, means those conditions that remove from, add to, or modify these General Conditions. Supplemental General Conditions may be included in the Solicitation Document or may be a separate attachment to the Contract.

WORK, means the furnishing of all materials, equipment, labor, transportation, services and incidentals necessary to successfully complete any individual item or the entire Contract and the carrying out of duties and obligations imposed by the Contract Documents.

A.2 SCOPE OF WORK

The Work contemplated under this Contract includes all labor, materials, transportation, equipment, expense and services for, and incidental to, the completion of all construction work in connection with the project described in the Contract Documents. The CM/GC shall perform all Work necessary so that the project can be legally occupied and fully used for the intended use as set forth in the Contract Documents.

A.3 INTERPRETATION OF CONTRACT DOCUMENTS

A.3.1 Unless otherwise specifically defined in the Contract Documents, words which have well-known technical meanings or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings. Contract Documents are intended to be complementary. Whatever is called for in one, is interpreted to be called for in all. However, in the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following descending order of precedence:

- (1) Contract amendments and Change Orders, with those of later date having precedence over those of an earlier date, including the GMP Amendment;
- (2) The Supplemental General Conditions;
- (3) The City of Sandy Construction Manager/General Contractor Contract Form;
- (4) The General Conditions
- (5) The Plans and Specifications
- (6) The Solicitation Document and any addenda thereto;
- (7) The accepted Offer.

A.3.2 In the case of an inconsistency between Plans and Specifications or within either document not clarified by addendum, the better quality or greater quantity of Work shall be provided in accordance with the City or City's Authorized Representative's interpretation in writing.

A.3.3 If the CM/GC finds discrepancies in, or omissions from the Contract Documents, or if the CM/GC is in doubt as to their meaning, the CM/GC shall at once notify the City or City's Authorized Representative. Matters concerning performance under, and interpretation of requirements of, the Contract Documents will be decided by the City's Authorized Representative. Responses to CM/GC's requests for interpretation of Contract Documents will be made in writing by City's Authorized Representative within any time limits agreed upon or otherwise with reasonable promptness. Interpretations and decisions of the City's Authorized Representative will be consistent with the intent of and reasonably inferable from the Contract Documents. CM/GC shall not proceed without direction in writing from the City's Authorized Representative.

A.3.4 References to standard specifications, manuals, codes of any technical society, organization or association, to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, laws or regulations in effect in the jurisdiction where the project is occurring on the first published date of the Solicitation Document, except as may be otherwise specifically stated.

A.4 EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE

A.4.1 It is understood that the CM/GC, before submitting an Offer, has made a careful examination of the Contract Documents; has become fully informed as to the quality and quantity of materials and the character of the Work required; and has made a careful examination of the location and conditions of the Work and the sources of supply for materials. The City will in no case be responsible for any loss or for any unanticipated costs that may be suffered by the CM/GC as a result of the

CM/GC's failure to acquire full information in advance in regard to all conditions pertaining to the Work. No oral agreement or conversation with any officer, agent, or personnel of the City, or with the Architect/Engineer either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.

- A.4.2 City shall make available to CM/GC, and CM/GC shall study, the results of such test borings and information that City has concerning subsurface conditions and site geology. CM/GC shall inform City of any other site investigation, analysis, study, or test conducted by or for CM/GC or its agents and shall make the results available to City upon City's request.
- A.4.3 Should the Plans or Specifications fail to particularly describe the materials, kind of goods, or details of construction of any aspect of the Work, CM/GC shall have the duty to make inquiry of the City and Architect/Engineer as to what is required prior to performance of the Work. Absent Specifications to the contrary, the materials or processes that would normally be used to produce first quality finished Work shall be considered a part of the Contract requirements.
- A.4.4 Any design errors or omissions noted by the CM/GC shall be reported promptly to the City's Authorized Representative, including without limitation, any nonconformity with applicable laws, statutes, ordinances, building codes, rules and regulations.
- A.4.5 If the CM/GC believes that additional cost or Contract Time is involved because of clarifications or instructions issued by the City's Authorized Representative in response to the CM/GC's notices or requests for information, the CM/GC must submit a written request to the City's Authorized Representative, setting forth the nature and specific extent of the request, including all time and cost impacts against the Contract as soon as possible, but no later than twenty (20) business days after receipt by CM/GC of the clarifications or instructions issued. If the City's Authorized Representative denies CM/GC's request for additional compensation, additional Contract Time, or other relief that CM/GC believes results from the clarifications or instructions, the CM/GC may proceed to file a Claim under Section D.3, Claims Review Process. If the CM/GC fails to perform the obligations of Sections A.4.1 to A.4.3, the CM/GC shall pay such costs and damages to the City as would have been avoided if the CM/GC had performed such obligations.

A.5 INDEPENDENT CONTRACTOR STATUS

The service or services to be performed under this Contract are those of an independent contractor as defined in ORS 670.600. CM/GC represents and warrants that it is not an officer, employee or agent of the City.

A.6 RETIREMENT SYSTEM STATUS AND TAXES

CM/GC represents and warrants that it is not a contributing member of the Public Employees' Retirement System and will be responsible for any federal or state taxes applicable to payment received under this Contract. CM/GC will not be eligible for any benefits from these Contract payments of federal Social Security, employment insurance, workers' compensation or the Public Employees' Retirement System, except as a self-employed individual. Unless the CM/GC is subject to backup withholding, City will not withhold from such payments any amount(s) to cover CM/GC's federal or state tax obligations.

A.7 GOVERNMENT EMPLOYMENT STATUS

- A.7.1 If this payment is to be charged against federal funds, CM/GC represents and warrants that it is not currently employed by the Federal Government. This does not preclude the CM/GC from holding another contract with the Federal Government.
- A.7.2 CM/GC represents and warrants that CM/GC is not an employee of the City for purposes of performing Work under this Contract.

SECTION B ADMINISTRATION OF THE CONTRACT

B.1 CITY'S ADMINISTRATION OF THE CONTRACT

- B.1.1 The City's Authorized Representative will provide administration of the Contract as described in the Contract Documents (1) during construction (2) until final payment is due and (3) during the one-year period for correction of Work. The City's Authorized Representative will act on behalf of the City to the extent provided in the Contract Documents, unless modified in writing in accordance with other provisions of the Contract. In performing these tasks, the City's Authorized Representative may rely on the Architect/Engineer or other consultants to perform some or all of these tasks.
- B.1.2 The City's Authorized Representative will visit the site at intervals appropriate to the stage of the CM/GC's operations (1) to become generally familiar with and to keep the City informed about the progress and quality of the portion of the Work

completed, (2) to endeavor to guard the City against defects and deficiencies in the Work, and (3) to determine in general if Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The City's Authorized Representative will not make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The City's Authorized Representative will neither have control over or charge of, nor be responsible for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work.

- B.1.3 Except as otherwise provided in the Contract Documents or when direct communications have been specifically authorized, the City and CM/GC shall endeavor to communicate with each other through the City's Authorized Representative or designee about matters arising out of or relating to the Contract. Communications by and with the Architect/Engineer's consultants shall be through the Architect/Engineer. Communications by and with Subcontractors and material suppliers shall be through the CM/GC. Communications by and with separate CM/GCs shall be through the City's Authorized Representative.
- B.1.4 Based upon the Architect/Engineer's evaluations of the CM/GC's Application for Payment, or unless otherwise stipulated by the City's Authorized Representative, the Architect/Engineer will review and certify the amounts due the CM/GC and will issue Certificates for Payment in such amounts.

B.2 CM/GC'S MEANS AND METHODS; MITIGATION OF IMPACTS

- B.2.1 The CM/GC shall supervise and direct the Work, using the CM/GC's best skill and attention. The CM/GC shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the CM/GC shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures.
- B.2.2 The CM/GC is responsible to protect and maintain the Work during the course of construction and to mitigate any adverse impacts to the project, including those caused by authorized changes, which may affect cost, schedule, or quality.
- B.2.3 The CM/GC is responsible for the actions of all its personnel, laborers, suppliers, and Subcontractors on the project. The CM/GC shall enforce strict discipline and good order among CM/GC's employees and other persons carrying out the Work. The CM/GC shall not permit employment of persons who are unfit or unskilled for the tasks assigned to them.

B.3 MATERIALS AND WORKMANSHIP

- B.3.1 The intent of the Contract Documents is to provide for the construction and completion in every detail of the Work described. All Work shall be performed in a professional manner and unless the means or methods of performing a task are specified elsewhere in the Contract Documents, CM/GC shall employ methods that are generally accepted and used by the industry, in accordance with industry standards.
- B.3.2 The CM/GC is responsible to perform the Work as required by the Contract Documents. Defective Work shall be corrected at the CM/GC's expense.
- B.3.3 Work done and materials furnished shall be subject to inspection and/or observation and testing by the City's Authorized Representative to determine if they conform to the Contract Documents. Inspection of the Work by the City's Authorized Representative does not relieve the CM/GC of responsibility for the Work in accordance with the Contract Documents. The review by City or Architect of any method of construction, invention, appliance, process, article, device, or material of any kind is limited to a review for adequacy for the Work and is not approval for use by CM/GC in violation of any patent or other rights of any person or entity.
- B.3.4 CM/GC shall furnish adequate facilities, as required, for the City's Authorized Representative to have safe access to the Work including without limitation walkways, railings, ladders, tunnels, and platforms. Producers, suppliers, and fabricators shall also provide proper facilities and access to their facilities.
- B.3.5 The CM/GC shall furnish Samples of materials for testing by the City's Authorized Representative and include the cost of the Samples in the Contract Price.

B.3.6 CM/GC shall provide materials in sufficient quantities on hand at such times as to insure uninterrupted progress of Work and shall store materials properly and protect materials as required.

B.3.7 For all materials and equipment specified or indicated in the Drawings, CM/GC shall provide all labor, materials, equipment, and services necessary for complete assemblies and complete working systems, functioning as intended. CM/GC shall furnish incidental items not indicated on Drawings, nor mentioned in the Specifications, that can be legitimately and reasonably inferred to belong to the Work described by contractors performing similar work, or necessary in good practice to provide a complete assembly or system, as though itemized here in every detail. In all instances, CM/GC shall install material and equipment in strict accordance with each manufacturer's most recent published recommendations and specifications. CM/GC shall be responsible for appropriately sequencing the Work and for verification of suitability of prior work before subsequent construction activities.

B.3.8 CM/GC shall coordinate submittal approvals and place orders for materials and/or equipment so that delivery of same will be made without delays to the Work. CM/GC shall, upon City's reasonable request, provide documentary evidence that orders have been placed.

B.4 PERMITS

CM/GC shall obtain all trade permits necessary to comply with specific trade permit requirements. All other permits shall be supplied by City.

B.5 COMPLIANCE WITH GOVERNMENT LAWS AND REGULATIONS

B.5.1 CM/GC shall comply with all federal, state and local laws, codes, regulations and ordinances applicable to the Work and the Contract. Failure to comply with such requirements shall constitute a breach of Contract and shall be grounds for Contract termination. Without limiting the generality of the foregoing, CM/GC expressly agrees to comply with the following as applicable:

- (1) Title VI and VII of Civil Rights Act of 1964, as amended;
- (2) Section 503 and 504 of the Rehabilitation Act of 1973, as amended;
- (3) the Health Insurance Portability and Accountability Act of 1996;
- (4) the Americans with Disabilities Act of 1990, as amended;
- (5) ORS Chapter 659A; as amended
- (6) all regulations and administrative rules established pursuant to the foregoing laws; and
- (7) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

B.5.2 CM/GC shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and

- (1) CM/GC shall not discriminate against Disadvantaged, Minority, Women or Emerging Small Business enterprises, as those terms are defined in ORS 200.005, in the awarding of subcontracts (ORS 279A.110).
- (2) If CM/GC is performing work as a landscape contractor as defined in ORS 671.520(2), CM/GC must have a current, valid landscape contractor's license issued under ORS 671.560.
- (3) If CM/GC is performing work as a Contractor as defined in ORS 701.005(2), CM/GC must have a current, valid construction contractor's license issued under ORS 701.026.
- (4) CM/GC shall maintain, in current and valid form, all licenses and certificates required by law, regulation, or this Contract when performing the Work.
- (5) CM/GC will notify the City immediately if any license, permit, or certification required for performance of this Contract will cease to be in effect for any reason.

- B.5.3 Unless contrary to federal law, CM/GC shall certify that it shall not accept a bid from Subcontractors to perform Work as described in ORS 701.005 under this Contract unless such Subcontractors are registered with the Construction Contractors Board in accordance with ORS 701.035 to 701.055 at the time they submit their bids to the CM/GC.
- B.5.4 Unless contrary to federal law, CM/GC shall certify that each landscape contractor performing Work under this Contract holds a valid landscape contractor's license in accordance with ORS 671.560.
- B.5.5 The following notice is applicable to Contractor or CM/GC who performs excavation Work. ATTENTION: Oregon law requires you to follow rules adopted by the Oregon Utility Notification Center. Those rules are set forth in OAR 952001-0010 through OAR 952-001-0090. You may obtain copies of the rules by calling the center at (503)232-1987.
- B.5.6 Because the Work will include demolition work, pursuant to ORS 279C.510 the CM/GC shall salvage or recycle construction and demolition debris, if feasible and cost effective.
- B.5.7 Failure to comply with any or all of the requirements of B.5.1 through B.5.6 shall be a breach of Contract and constitute grounds for Contract termination. CM/GC will bear all costs arising from Work performed that it knew, or through exercise of reasonable care should have known, was contrary to any applicable laws, ordinance, rules, or regulations.

B.6 SUPERINTENDENCE /PROJECT MANAGEMENT

- B.6.1 CM/GC shall keep on the site, during the progress of the Work, a competent superintendent and any necessary assistants who shall be satisfactory to the City and who shall represent the CM/GC on the site and who will be empowered to obligate the CM/GC. Directions given to the superintendent by the City's Authorized Representative shall be confirmed in writing to the CM/GC. The Superintendent shall be fluent in both written and verbal English and be able to effectively communicate with the City's Representatives
- B.6.2 The Superintendent, Project Manager and Project Engineer/Assistant Project Manager (if applicable) shall not be removed from the Project by the CM/GC without the prior written authorization of the City. Requests to replace personnel must be made a minimum of thirty (30) calendar days prior to the proposed date of replacement.
- B.6.3 CM/GC shall at all times enforce strict discipline and good order among its subcontractors and employees and shall not employ or work any unfit person, or anyone not skilled in work assigned to that person. City may require the CM/GC to permanently remove any of its officers, agents, employees, or subcontractors from all City properties in cases where City determines in its sole discretion that removal of such is in City's best interests. CM/GC shall not employ any person whom the City may deem incompetent or unfit on the Project except with the prior written consent of the City. City may require removal and replacement of any or all construction superintendents, project managers, foreman, or other staff from the Project upon ten (10) business days written notice to the CM/GC.
- B.6.4 CM/GC shall maintain at least one (1) set of reports on the Project prepared by CM/GC's employee(s) present on site, and which includes following information: a brief description of all Work performed on that day; a summary of all pertinent events and/or occurrences on that day including records of all tests and inspections; a list of all subcontractor(s) working on that day; a list of each CM/GC employee working on that day; the total hours worked for each employee; a complete list of all equipment on the Project that day, whether in use or not; the time Work commenced and ended; weather conditions; accidents or injuries; and Work progress made for that day ("Daily Job Reports"). CM/GC shall keep the Daily Job Reports current and in good order and shall make current copies available to City upon request.

B.7 INSPECTION

- B.7.1 City's Authorized Representative and project team shall have safe access to the Work at all times.
- B.7.2 Inspection of the Work will be made by the City's Authorized Representative and its' designees at its discretion. The City's Authorized Representatives will have authority to reject Work that does not conform to the Contract Documents. Any Work found to be not in conformance with the Contract Documents, in the discretion of the City's Authorized Representative, shall be removed and replaced at the CM/GC's expense.
- B.7.3 CM/GC shall make or obtain at the appropriate time all tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction. Unless otherwise provided, the CM/GC shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the City, or with the appropriate public authority, and shall bear all

related costs of tests, inspections and approvals. Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work. The CM/GC shall give the City's Authorized Representative timely notice of when and where tests and inspections are to be made so that the City's Authorized Representative(s) may be present for such procedures. Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the CM/GC and promptly delivered to the City's Authorized Representative(s).

- B.7.4 As required by the Contract Documents, Work done or material used without inspection or testing by the City's Authorized Representative(s) may be ordered removed at the CM/GC's expense.
- B.7.5 If directed to do so any time before the Work is accepted, the CM/GC shall uncover portions of the completed Work for inspection. After inspection, the CM/GC shall restore such portions of Work to the standard required by the Contract. If the Work uncovered is unacceptable or was done without sufficient notice to the City's Authorized Representative, the uncovering and restoration shall be done at the CM/GC's expense. If the Work uncovered is acceptable and was done with sufficient notice to the City's Authorized Representative(s), the uncovering and restoration will be paid for as a Change Order.
- B.7.6 If any testing or inspection reveals failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the City's Authorized Representative's and Architect/Engineer's services and expenses, shall be at the CM/GC's expense.
- (1) CM/GC shall be granted one (1) re-inspection for each re-inspection required by the Contract Documents. Additional inspections required beyond the initial and re-inspection shall be the responsibility of the CM/GC. The City's Testing and Inspection firm shall not unreasonably require re-inspections.
- B.7.7 When the United States government participates in the cost of the Work, or the City has an agreement with other public or private organizations, or if any portion of the Work is being performed for a third party or in close proximity to third party facilities, representatives of these organizations have the right to inspect the Work affecting their interests or property. Their right to inspect shall not make them a party to the Contract and shall not interfere with the rights of the parties of the Contract. Instructions or orders of such parties shall be transmitted to the CM/GC, through the City's Authorized Representative.

B.8 SEVERABILITY

If any provision of this Contract is declared by a court 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 Contract did not contain the particular provision held to be invalid.

B.9 ACCESS TO RECORDS

- B.9.1 CM/GC shall keep, at all times on the Work site, one record copy of the complete Contract Documents, including the Plans, Specifications, Change Orders and addenda, in good order and marked currently to record field changes and selections made during construction, and one record copy of Shop Drawings, Product Data, Samples and similar submittals, and shall at all times give the City's Authorized Representative access thereto.
- B.9.2 CM/GC shall retain and the City and its duly authorized representatives shall have access to, for a period not less than six (6) years, all Record Documents, financial and accounting records, and other books, documents, papers and records of CM/GC which are pertinent to the Contract including records pertaining to Overhead and indirect costs, for the purpose of making audit, examination, excerpts and transcripts. If for any reason, any part of the Contract is involved in a dispute resolution process, CM/GC shall retain all such records until all disputes are resolved. The City and/or its agents shall continue to be provided full access to the records during any dispute resolution process.

B.10 WAIVER

Failure of the City to enforce any provision of this Contract shall not constitute a waiver or relinquishment by the City of the right to such performance in the future nor of the right to enforce any other provision of this Contract.

B.11 SUBCONTRACTS AND ASSIGNMENT

- B.11.1 CM/GC shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound by the terms and conditions of these General Conditions, and to assume toward the CM/GC all of the obligations and responsibilities which the CM/GC assumes toward the City thereunder, unless (1) the same are clearly inapplicable to the subcontract at issue because of legal requirements or industry practices, or (2) specific exceptions are requested by CM/GC and approved in writing by City. Where appropriate, CM/GC shall require each Subcontractor to enter into similar agreements with sub-subcontractors at any level. CM/GC shall include assignment provisions in each subcontract as indicated in the termination provisions set forth in these General Conditions.
- B.11.2 At City's request, CM/GC shall submit to City prior to their execution either CM/GC's form of subcontract, or the subcontract to be executed with any particular Subcontractor. If City disapproves such form, CM/GC shall not execute the form until the matters disapproved are resolved to City's satisfaction. City's review, comment upon or approval of any such form shall not relieve CM/GC of its obligations under this Agreement or be deemed a waiver of such obligations of CM/GC.
- B.11.3 CM/GC shall not assign, sell, or transfer its rights, or delegate its responsibilities under this Contract, in whole or in part, without the prior written approval of the City. No such written approval shall relieve CM/GC of any obligations of this Contract, and any transferee shall be considered the agent of the CM/GC and bound to perform in accordance with the Contract Documents. CM/GC shall remain liable as between the original parties to the Contract as if no assignment had occurred.
- B.11.4 CM/GC shall first notify City prior to any change in the name or legal nature or status of CM/GC's entity. City shall determine if CM/GC's intended change is permissible while performing this Contract.

B.12 SUCCESSORS IN INTEREST

The provisions of this Contract shall be binding upon and shall accrue to the benefit of the parties to the Contract and their respective permitted successors and assigns.

B.13 CITY'S RIGHT TO DO WORK

City reserves the right to perform other or additional work at or near the project site with other forces than those of the CM/GC. If such work takes place within or next to the project site, CM/GC will coordinate work with the other contractors or forces, cooperate with all other contractors or forces, carry out the Work in a way that will minimize interference and delay for all forces involved, place and dispose of materials being used so as not to interfere with the operations of another, and join the Work with the work of the others in an acceptable manner and perform it in proper sequence to that of the others. The City's Authorized Representative will resolve any disagreements that may arise between or among CM/GC and the other contractors over the method or order of doing all work (including the Work). In case of unavoidable interference, the City's Authorized Representative will establish work priority (including the Work) which generally will be in the sequence that the contracts were awarded.

B.14 OTHER CONTRACTS

In all cases and at any time, the City has the right to execute other contracts related to or unrelated to the Work of this Contract. The CM/GC of this Contract will fully cooperate with any and all other contractors without additional cost to the City in the manner described in section B.13. Specifically and without limitation,

- (1) CM/GC shall coordinate and work in conjunction with the City and City's third party consultants to proactively commission the Project in preparation of City occupancy and acceptance.
- (2) CM/GC shall be granted one (1) re-inspection review for each inspection activity required by the Contract. Additional reviews required beyond the initial and re-inspections shall be the responsibility of the CM/GC. City and City's third party consultants shall not unreasonably require re-inspections. The City reserves the right to make the final determination if a re-inspection is required or if CM/GC may proceed by incorporating the inspection findings.
- (3) CM/GC shall provide City with a copy of all written communications between CM/GC and City's consultants at the same time as that communication is made to such consultants, including, without limitation, all requests for information, correspondence, submittals, notices, and change order proposals. CM/GC shall confirm oral communications in writing.

- (4) CM/GC is liable for costs incurred by City for professional services for interpretations or decisions of matters where the information sought is equally available to the party making the request.

B.15 GOVERNING LAW

This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflict of laws.

B.16 LITIGATION

Any Claim between City and CM/GC that arises from or relates to this Contract and that is not resolved through the Claims Review Process in Section D.3 shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States City Court for the City of Oregon. Any trial will be to the court without a jury. In no event shall this section be construed as a waiver by the City of defense or immunity, whether sovereign immunity, governmental immunity, or otherwise, from any claim or from the jurisdiction of any court. CM/GC BY EXECUTION OF THIS CONTRACT HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF THE COURTS REFERENCED IN THIS SECTION B.16.

B.17 ALLOWANCES

B.17.1 Allowances shall be utilized as defined in the Contract.

B.18 SUBMITTALS, SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

B.18.1 The CM/GC shall prepare and keep current, for the approval of City's Authorized Representative, a schedule and list of submittals which is coordinated with the CM/GC's construction schedule and allows the Architect/Engineer reasonable time, but in no case less than ten (10) business days, to review submittals. City reserves the right to approve the schedule and list of submittals. Submittals include, without limitation, Shop Drawings, Product Data, and Samples which are described below:

- (1) Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the CM/GC or a Subcontractor (including any sub-subcontractor), manufacturer, supplier or distributor to illustrate some portion of the Work.
- (2) Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the CM/GC to illustrate materials or equipment for some portion of the Work.
- (3) Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

B.18.2 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required by the Contract Documents the way by which the CM/GC proposes to conform to the information given and the design concept expressed in the Contract Documents. Review of submittals by the Architect/Engineer or City is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, or for approval of safety precautions or, unless otherwise specifically stated by the Architect/Engineer or City, of any construction means, methods, techniques, sequences or procedures, all of which remain the responsibility of the CM/GC as required by the Contract Documents. The Architect/Engineer's or City's review of the CM/GC's submittals shall not relieve the CM/GC of its obligations under the Contract Documents. The Architect/Engineer's or City's review of a specific item shall not indicate approval of an assembly of which the item is a component. Informational submittals upon which the Architect/Engineer or City is not expected to take responsive action may be so identified in the Contract Documents. Submittals which are not required by the Contract Documents may be returned without action.

B.18.3 The CM/GC shall review for compliance with the Contract Documents, approve and submit to the Architect/Engineer Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the City or of separate CM/GCs. Submittals

which are not marked as reviewed for compliance with the Contract Documents and approved by the CM/GC may be returned without action.

(1) CM/GC shall be granted one (1) resubmittal review for each submittal required by the Contract Documents. Additional reviews required beyond the initial submittal and re-submittal shall be the responsibility of the CM/GC. A/E shall not unreasonably require re-submittals. The City reserves the right to make the final determination if a resubmittal is required or if CM/GC may proceed by incorporating A/E's comments.

B.18.4 By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the CM/GC represents that the CM/GC has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

B.18.5 The CM/GC shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect/Engineer. CM/GC shall be responsible to provide submittals for A/E and City review in a timely manner to allow sufficient time for review and comment. Delay claims associated with submittals lacking appropriate review time allowances shall not be considered.

B.18.6 The Work shall be in accordance with approved submittals except that the CM/GC shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect/Engineer's or City's review or approval of Shop Drawings, Product Data, Samples or similar submittals unless the CM/GC has specifically informed the Architect/Engineer and City in writing of such deviation at the time of submittal and (i) the Architect/Engineer has given written approval to the specific deviation as a minor change in the Work, or (ii) a Change Order has been executed by City authorizing the deviation. The CM/GC shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by any review or approval thereof.

B.18.7 In the event that City elects not to have the obligations and duties described under this Section B.18 performed by the Architect/Engineer, or in the event no Architect/Engineer is employed by City on the project, all obligations and duties assigned to the Architect/Engineer hereunder shall be performed by the City's Authorized Representative.

B.19 SUBSTITUTIONS

The CM/GC may make Substitutions only with the consent of the City and at its sole discretion, after evaluation by the City's Authorized Representative and only in accordance with a Change Order. Substitutions shall be subject to the requirements of the bid documents. By making requests for Substitutions, the CM/GC represents that the CM/GC has personally investigated the proposed substitute product; represents that the CM/GC will provide the same warranty for the Substitution that the CM/GC would for the product originally specified unless approved otherwise; certifies that the cost data presented is complete and includes all related costs under this Contract including redesign costs, and waives all claims for additional costs related to the Substitution which subsequently become apparent; and will coordinate the installation of the accepted Substitution, making such changes as may be required for the Work to be completed in all respects.

B.20 USE OF PLANS AND SPECIFICATIONS

Plans, Specifications and related Contract Documents, including those in electronic format, furnished to CM/GC by City or City's Architect/Engineer shall be used solely for the performance of the Work under this Contract. CM/GC and its Subcontractors and suppliers are authorized to use and reproduce applicable portions of such documents appropriate to the execution of the Work, but shall not claim any ownership or other interest in them beyond the scope of this Contract, and no such interest shall attach. Unless otherwise indicated, all common law, statutory and other reserved rights, in addition to copyrights, are retained by City.

B.21 FUNDS AVAILABLE AND AUTHORIZED

City reasonably believes at the time of entering into this Contract that sufficient funds are available and authorized for expenditure to finance the cost of this Contract within the City's appropriation or limitation.

B.22 NO THIRD PARTY BENEFICIARIES

City and CM/GC are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly,

or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

B.23 RULES REGARDING CONTACT WITH THE PRESS AND PUBLICATIONS

CM/GC shall issue no news release, press release, or other statement to members of the news media or any other publication regarding this Agreement or the Project within one (1) year of Project completion without City's prior written authorization. CM/GC shall not post or publish any textual or visual representations of the Project without approval of City.

SECTION C WAGES, LABOR, AND PAYMENT

C.1 PREVAILING WAGE RATES ON PUBLIC WORKS

- C.1.1 This Contract is subject to payment of prevailing wages under ORS 279C.800 to 279C.870. Each worker the CM/GC, subcontractor or other person who is party to the contract uses in performing all or part of the Contract must be paid not less than the applicable prevailing rate of wage for each trade or occupation as defined by the Director of the State of Oregon Bureau of Labor and Industries ("BOLI") in the applicable publication entitled Definitions of Covered Occupations for Public Works Contracts in Oregon. The latest prevailing wage rates for public works contracts in Oregon are contained in the following publications: The Prevailing Wage Rates for Public Works Projects in Oregon, the PWR Apprenticeship Rates, and any amendments to the PWR rates or Apprenticeship rates. Such publications can be reviewed electronically at http://www.boli.state.or.us/BOLI/WHD/PWR/pwr_state.shtml.
- C.1.2 This Contract is also subject to payment of prevailing wages under the federal Davis-Bacon Act (40 U.S.C. 3141 et seq.). Notwithstanding Section C.1.1 of this Section, if this Contract is also subject to payment of prevailing wages under the Davis-Bacon Act, CM/GC and any subcontractors must pay the higher of the federal prevailing wage rate or the state prevailing wage. The latest federal prevailing wage rates can be reviewed electronically at <http://www.wdol.gov/Index.aspx> (Search for Oregon, Clackamas County, Building Construction Type). Contractors shall follow all prevailing wage rules including posting the Davis Bacon Poster at the worksite and submitting certified payroll records. The poster is available at <http://www.dol.gov/whd/regs/compliance/posters/fedprojc.pdf>. The payroll form is at <http://www.dol.gov/whd/forms/wh347instr.htm>. If the Contract is subject to federal prevailing wages, CM/GC and any subcontractors must pay the higher of the federal prevailing wage rate (under the Davis-Bacon Act) or the state prevailing wage.
- C.1.3 The applicable prevailing wages under subsections and, if applicable, C.1.2, will be those in effect on the start of the Construction Phase as described in Section 3.b of the CM/GC Contract, and shall be incorporated by reference in the GMP Amendment or, if applicable, the Early Work Amendment.
- C.1.4 During the Construction Phase, CM/GC and all Subcontractors will keep the prevailing wage rates for this Project posted in a conspicuous and accessible place in or about the Project.
- C.1.5 The City will pay a fee to the Commissioner of the Oregon Bureau of Labor and Industries as provided in ORS 279C.825. The fee will be paid to the Commissioner under the administrative rule of the Commissioner.
- C.1.6 CM/GC or any Subcontractor also provides for or contributes to a health and welfare plan or a pension plan, or both, for its employees on the Project, it will post notice describing such plans in a conspicuous and accessible place in or about the Project during the Construction Phase. The notice will contain information on how and where to make claims and where to obtain future information.

C.2 PAYROLL CERTIFICATION; ADDITIONAL RETAINAGE; FEE REQUIREMENTS

- C.2.1 In accordance with ORS 279C.845, the CM/GC and every Subcontractor shall submit written certified statements to the City's Authorized Representative, on the form prescribed by the Commissioner of the Bureau of Labor and Industries, certifying the hourly rate of wage paid each worker which the CM/GC or the Subcontractor has employed on the project and further certifying that no worker employed on the project has been paid less than the prevailing rate of wage or less than the minimum hourly rate of wage specified in the Contract, which certificate and statement shall be verified by the oath of the CM/GC or the Subcontractor that the CM/GC or Subcontractor has read such statement and certificate and knows the contents thereof and that the same is true to the CM/GC or Subcontractor's best knowledge and belief. The certified statements shall set out accurately and completely the payroll records for the prior week including the name and address of each worker, the worker's correct classification, rate of pay, daily and weekly number of hours worked,

deductions made and actual wages paid. Certified statements for each week during which the CM/GC or Subcontractor has employed a worker on the project shall be submitted once a month, by the fifth business day of the following month.

The CM/GC and Subcontractors shall preserve the certified statements for a period of six (6) years from the date of completion of the Contract.

C.2.2 The City shall retain 25 percent of any amount earned by the CM/GC on this public works project until the CM/GC has filed the certified statements required by section C.2.1. The City shall pay to the CM/GC the amount retained under this subsection within 14 days after the CM/GC files the required certified statements, regardless of whether a Subcontractor has failed to file certified statements.

C.2.3 The CM/GC shall retain 25 percent of any amount earned by a first-tier Subcontractor on this public works project until the first-tier Subcontractor has filed with the City the certified statements required by C.2.1. Before paying any amount retained under this subsection, the CM/GC shall verify that the first-tier Subcontractor has filed the certified statement, Within 14 days after the first-tier Subcontractor files the required certified statement the CM/GC shall pay the first-tier Subcontractor any amount retained under this subsection.

C.3 PROMPT PAYMENT AND CONTRACT CONDITIONS

C.3.1 Pursuant to ORS 279C.505 and as a condition to CM/GC's performance hereunder, the CM/GC shall:

- (1) Make payment promptly, as due, to all persons supplying to CM/GC labor or materials for the prosecution of the Work provided for in this Contract.
- (2) Pay all contributions or amounts due the State Industrial Accident Fund from such CM/GC or Subcontractor incurred in the performance of the Contract.
- (3) Not permit any lien or claim to be filed or prosecuted against the City on account of any labor or material furnished. CM/GC will not assign any claims that CM/GC has against City, or assign any sums due by City, to Subcontractors, suppliers, or manufacturers, and will not make any agreement or act in any way to give Subcontractors a claim or standing to make a claim against the City.
- (4) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- (5) Demonstrate that an employee drug testing program is in place as follows:
 - (A) CM/GC represents and warrants that CM/GC has in place at the time of the execution of this contract, and shall maintain during the term of this Contract, a qualifying employee drug testing program for its employees that includes, at a minimum, the following:
 - i. a written employee drug testing policy,
 - ii. required drug testing for all new subject employees or, alternatively, required testing of all subject employees every 12 months on a random selection basis, and
 - iii. requested testing of a subject employee when the CM/GC has reasonable cause to believe the subject employee is under the influence of drugs.

A drug testing program that meets the above requirements will be deemed a "qualifying employee drug testing program". For the purposes of this section, an employee is a "subject employee" only if that employee will be working on the project job site.

(B) CM/GC shall require each subcontractor providing labor for the Project to:

- i. demonstrate to the CM/GC that it has a qualifying employee drug testing program for the Subcontractor's subject employees, and represent and warrant to the CM/GC that the qualifying employee drug testing program is in place at the time of subcontract execution and will continue in full force and effect for the duration of the subcontract, or

- ii. require that the Subcontract's subject employees participate in the CM/GC's qualifying employee drug testing program for the duration of the Project.

C.3.2 Pursuant to ORS 279C.515, and as a condition to City's performance hereunder, CM/GC agrees:

(1) If City becomes aware that CM/GC has failed, neglected or refused to make prompt payment of any claim for labor or services furnished to the CM/GC or a Subcontractor by any person in connection with the project as such claim becomes due, the proper officer(s) representing the City may pay the claim and charge the amount of the payment against funds due or to become due CM/GC under this Contract within ten (10) business days written notice to CM/GC. Payment of claims in this manner shall not relieve the CM/GC or the CM/GC's surety from obligation with respect to any unpaid claims. Notwithstanding any other remedies available to the City,

(2) If the CM/GC or a first-tier Subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public contract for a public improvement within thirty (30) Days after receipt of payment from City or a CM/GC, the CM/GC or first-tier Subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-Day period that payment is due and ending upon final payment, unless payment is subject to a good faith dispute. The rate of interest charged to the CM/GC or first-tier Subcontractor on the amount due shall equal three times the discount rate on 90-Day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve City that includes Oregon on the date that is thirty (30) Days after the date when payment was received from City or from the CM/GC, but the rate of interest shall not exceed thirty (30) percent. The amount of interest may not be waived.

(3) If the CM/GC or a Subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the Contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute. Every contract related to this Contract shall contain a similar clause.

C.3.3 Pursuant to ORS 279C.545, Construction workers employed by the CM/GC or its Subcontractor will be foreclosed from the right to collect for any overtime under this Contract unless a claim for payment is filed with the CM/GC or Subcontractor within 90 days from the completion of the Contract, providing the CM/GC or Subcontractor has:

(1) Caused a circular clearly printed in blackface pica type and containing a copy of this section to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place which is readily available and freely visible to any or all workers employed on the Work, and

(2) Maintained such circular continuously posted from the inception to the completion of the Contract on which workers are or have been employed.

C.3.4 Pursuant to ORS 279C.580, CM/GC shall include in each subcontract for property or services entered into by the CM/GC and a first-tier Subcontractor, including a material supplier, for the purpose of performing a construction contract:

(1) A payment clause that obligates the CM/GC to pay the first-tier Subcontractor for satisfactory performance under its subcontract within ten (10) Days out of such amounts as are paid to the CM/GC by City under the Contract;

(2) An interest penalty clause that obligates the CM/GC if payment is not made within thirty (30) Days after receipt of payment from City, to pay to the first-tier Subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause included in the subcontract pursuant to paragraph (a) of this subsection. CM/GC or first-tier Subcontractor shall not be obligated to pay an interest penalty if the only reason that the CM/GC or first-tier Subcontractor did not make payment when payment was due is that the CM/GC or first-tier Subcontractor did not receive payment from City or CM/GC when payment was due. The interest penalty shall be for the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and shall be computed at the rate specified in ORS 279C.515(2).

(3) A clause which requires each of CM/GC's Subcontractor's to include, in each of their contracts with lower-tier Subcontractors or suppliers, provisions to the effect that the first-tier Subcontractor shall pay its lower-tier Subcontractors and suppliers in accordance with the provisions of subsections (a) and (b), above and requiring each of their Subcontractors and suppliers to include such clauses in their subcontracts and supply contracts.

C.3.5 All employers, including CM/GC, that employ subject workers who work under this contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. CM/GC shall ensure that each of its Subcontractors complies with these requirements.

C.4 PAYMENT FOR MEDICAL CARE

Pursuant to ORS 279C.530, and as a condition to City's performance hereunder, CM/GC shall promptly, as due, make payment to any person, 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 CM/GC, all sums of which the CM/GC agrees to pay for such services and all moneys and sums which the CM/GC has collected or deducted from the wages of personnel pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

C.5 HOURS OF LABOR

As a condition to City's performance hereunder, CM/GC shall comply with ORS 279C.520 and 279C.540, as amended from time to time and incorporated herein by this reference:

Except as may otherwise be provided in an applicable collective bargaining agreement with a labor organization, CM/GC shall not employ and shall require that its Subcontractors not employ any person to perform construction work for more than ten 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, except in cases of Contracts for personal services as defined in ORS 279A.055, the laborer shall be paid at least time and a half pay:

- (1) For all overtime in excess of eight (8) hours a day or forty (40) hours in any one week when the work week is five consecutive Days, Monday through Friday; and
- (2) For all overtime in excess of ten (10) hours a day or forty (40) hours in any one week when the work week is four consecutive Days, Monday through Friday; and
- (3) For all Work performed on Saturday and on any legal holiday specified in any applicable collective bargaining agreement or ORS 279C.540(1)(b).
- (4) The requirement to pay at least time and a half for all overtime worked in excess of 40 hours in any one week shall not apply to individuals who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. Section 201 to 209 from receiving overtime. Contractor shall and shall require its Subcontractors to give notice in writing to their employees who work under this Contract, either at the time of hire or before commencement of Work on the Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

This Section C.5 shall not excuse CM/GC from completion of the Work within the time required under this Contract.

SECTION D CHANGES IN THE WORK

D.1 CHANGES IN WORK

D.1.1 The terms of this Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the City's Authorized Representative, and then only in a manner consistent with the Agreement and, if not prohibited by the Agreement, the Change Order provisions of this Section D.1 and after any necessary approvals required by public contracting laws or the City's contracting rules have been obtained. Otherwise, a formal contract amendment is required, which shall not be effective until its execution by the parties to this Contract and all approvals required by public contracting laws or City's contracting rules have been obtained.

D.1.2 It is mutually agreed that changes in Plans, quantities, or details of construction are inherent in the nature of construction and may be necessary or desirable during the course of construction. Within the general scope of this Contract, the City's Authorized Representative may at any time, without notice to the sureties and without impairing the Contract, require changes consistent with this Section D.1. All Change Order Work shall be executed under the conditions of the Contract Documents. Such changes may include, but are not limited to:

- (1) Modification of specifications and design.
- (2) Increases or decreases in quantities.
- (3) Increases or decreases to the amount of Work.

- (4) Addition or elimination of any Work item.
- (5) Change in the duration of the project.
- (6) Acceleration or delay in performance of Work.
- (7) Deductive changes.

Deductive changes are those that reduce the scope of the Work, and shall be made by mutual agreement whenever feasible. In cases of suspension or partial termination under Section J, City reserves the right to unilaterally impose a deductive change and to self perform such Work, for which the provisions of B.13 (City's Right to Do Work) shall then apply.

Adjustments in compensation shall be made under the provisions of D.1.3, in which costs for deductive changes shall be based upon a Direct Costs adjustment together with the related percentage markup specified for profit, Overhead and other indirect costs, unless otherwise agreed to by City.

D.1.3 The City and CM/GC agree that Change Order Work shall be administered and compensated according to the following:

- (1) Unit pricing may be utilized at the City's option when unit prices or solicitation alternates were provided that established the cost for additional Work, and a binding obligation exists under the Contract on the parties covering the terms and conditions of the additional Work.
- (2) If the City elects not to utilize unit pricing, or in the event that unit pricing is not available or appropriate, fixed pricing may be used for Change Order Work. In fixed pricing the basis of payments or total price shall be agreed upon in writing between the parties to the Contract, and shall be established before the Work is done whenever feasible. The markups set forth in D.1.3(c) shall be utilized by the parties as a guide in establishing fixed pricing, and will not be exceeded by City without adequate justification. Cost and price data relating to Change Orders shall be supplied by CM/GC to City upon request, but City shall be under no obligation to make such requests.
- (3) In the event that unit pricing and fixed pricing are not utilized, then Change Order Work shall be performed on a cost reimbursement basis for Direct Costs. Such Work shall be compensated on the basis of the actual, reasonable and allowable cost of labor, equipment, and material furnished on the Work performed. In addition, the following markups shall be added to the CM/GC's or Subcontractor's Direct Costs as full compensation for profit, Overhead and other indirect costs for Work directly performed with the CM/GC's or Subcontractor's own forces:

On Labor..... 10% On Equipment..... 5% On Materials..... 5%

When Change Order Work under D.1.3(c) is invoiced by an authorized Subcontractor at any level, each ascending tier Subcontractor or CM/GC will be allowed a supplemental mark-up of five (5) percent on each piece of subcontract Work covered by such Change Order .

Payments made to the CM/GC shall be complete compensation for Overhead, profit, and all costs that were incurred by the CM/GC or by other forces furnished by the CM/GC, including Subcontractors, for Change Order Work. City may establish a maximum cost for Change Order Work under this Section D.1.3(c), which shall not be exceeded for reimbursement without additional written authorization from City. CM/GC shall not be required to complete such Change Order Work without additional authorization.

D.1.4 Any necessary adjustment of Contract Time that may be required as a result of a Change Order must be agreed upon by the parties before the start of the Change Order Work unless City's Authorized Representative authorizes CM/GC in writing to start the Work before agreement on Contract Time adjustment. CM/GC shall submit any request for additional compensation (and additional Contract Time if CM/GC was authorized to start Work before an adjustment of Contract Time was approved) as soon as possible but no later than thirty (30) Days after receipt of the Change Order. If CM/GC's request for additional compensation or adjustment of Contract Time is not made within the thirty (30) day time limit, CM/GC's requests pertaining to that Change Order are barred. The thirty (30) day time limit for making requests shall not be extended for any reason, including without limitation CM/GC's claimed inability to determine the amount of additional compensation or adjustment of Contract Time, unless an extension is granted in writing by City. If the City's Authorized Representative denies CM/GC's request for additional compensation or adjustment of Contract Time, CM/GC may proceed to file a Claim under Section D.3, Claims Review Process. No other reimbursement, compensation, or payment will be made, except as provided in Section D.1.5 for impact claims.

D.1.5 If any Change Order Work under Section D.1.3 causes an increase or decrease in the CM/GC's cost of, or the Contract Time required for the performance of, any other part of the Work under this Contract, the CM/GC must submit a written request to the City's Authorized Representative, setting forth the nature and specific extent of the request, including all time and cost impacts against the Contract as soon as possible, but no later than thirty (30) Days after receipt of the Change Order by CM/GC.

The thirty (30) day time limit applies to claims of Subcontractors, suppliers, or manufacturers that may be affected by the Change Order and that request additional compensation or an extension of Contract Time to perform; CM/GC has responsibility for contacting its Subcontractors, suppliers, or manufacturers within the thirty (30) day time limit, and including their requests with CM/GC's requests. If the request involves Work to be completed by Subcontractors, or materials to be furnished by suppliers or manufacturers, such requests shall be submitted to the CM/GC in writing with full analysis and justification for the compensation and additional Contract Time requested. The CM/GC will analyze and evaluate the merits of the requests submitted by Subcontractors, suppliers, and manufacturers to CM/GC prior to including those requests and CM/GC's analysis and evaluation of those requests with CM/GC's requests for additional compensation or Contract Time that CM/GC submits to the City's Authorized Representative. Failure of Subcontractors, suppliers, manufacturers or others to submit their requests to CM/GC for inclusion with CM/GC's requests submitted to City's Authorized Representative within the time period and by the means described in this section shall constitute a waiver of these Subcontractor claims. The City's Authorized Representative and the City will not consider direct requests or claims from Subcontractors, suppliers, manufacturers or others not a party to this Contract. The consideration of such requests and claims under this section does not give any person, not a party to the Contract the right to bring a claim against the State of Oregon, whether in this claims process, in litigation, or in any dispute resolution process.

If the City's Authorized Representative denies the CM/GC's request for additional compensation or an extension of Contract Time, the CM/GC may proceed to file a Claim under Section D.3, Claims Review Process.

D.1.6 No request or Claim by the CM/GC for additional costs or an extension of Contract Time shall be allowed if made after receipt of final payment application under this Contract. CM/GC agrees to submit its final payment application within sixty (60) business days after Substantial Completion, unless written extension is granted by City. CM/GC shall not delay final payment application for any reason, including without limitation nonpayment of Subcontractors, suppliers, manufacturers or others not a party to this Contract, or lack of resolution of a dispute with City or any other person of matters arising out of or relating to the Contract. If CM/GC fails to submit its final payment application within sixty (60) business days after Substantial Completion, and CM/GC has not obtained written extension by City, all requests or Claims for additional costs or an extension of Contract Time shall be waived.

D.1.7 It is understood that changes in the Work are inherent in construction of this type. The number of changes, the scope of those changes, and the effect they have on the progress of the original Work cannot be defined at this time. The CM/GC is notified that numerous changes may be required and that there will be no compensation made to the CM/GC directly related to the number of changes. Each change will be evaluated for extension of Contract Time and increase or decrease in compensation based on its own merit.

D.2 DELAYS

D.2.1 Delays in construction include "Avoidable Delays", which are defined in Section D.2.1.1, and "Unavoidable Delays", defined in Section D.2.1.2. Further, "Concurrent Delays" are defined in Section D.2.1.3 and "Offsetting Delays" defined in Section D.2.1.4.

(1) Avoidable Delays include any delays other than Unavoidable Delays, and include delays that otherwise would be considered Unavoidable Delays but that:

- (A) Could have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the CM/GC or its Subcontractors.
- (B) Affect only a portion of the Work and do not necessarily prevent or delay the prosecution of other parts of the Work nor the completion of the whole Work within the Contract Time.
- (C) Do not impact activities on the accepted critical path schedule.
- (D) Are associated with the reasonable interference of other contractors engaged by the City that do not necessarily prevent the completion of the whole Work within the Contract Time.

(2) Unavoidable Delays include delays other than Avoidable Delays that are:

- (A) Caused by any actions of the City, City's Authorized Representative, or any other employee or agent of the City, or by separate contractor engaged by the City.
- (B) Caused by any site conditions which differ materially from what was represented in the Contract Documents or from conditions that would normally be expected to exist and be inherent to the construction activities defined in the Contract Documents. The CM/GC shall notify the City's Authorized Representative immediately of differing site conditions before the area has been disturbed. The City's Authorized Representative will investigate the area and make a determination as to whether or not the conditions differ materially from either the conditions stated in the Contract Documents or those which could reasonably be expected in execution of this particular Contract. If CM/GC and the City's Authorized Representative agree that a differing site condition exists, any additional compensation or additional Contract Time will be determined based on the process set forth in Section D.1.5 for Change Order Work. If the City's Authorized Representative disagrees that a differing site condition exists and denies CM/GC's request for additional compensation or Contract Time, CM/GC may proceed to file a Claim under Section D.3, Claims Review Process.
- (C) Caused by Force Majeure acts, events or occurrences that could not have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the CM/GC or its Subcontractors.
- (D) Caused by adverse weather conditions. Any adverse weather conditions must be substantiated by documentary evidence that weather conditions were abnormal for the specific time period claimed, could not have been anticipated by the CM/GC, and adversely impacted the project in a manner that could not be avoided by rescheduling the Work or by implementing measures to protect against the weather so that the Work could proceed. A rain, windstorm, high water, or other natural phenomenon for the specific locality of the Work, which might reasonably have been anticipated from the previous 10-year historical records of the general locality of the Work, shall not be construed as abnormal. The parties agree that rainfall greater than the following levels cannot be reasonably anticipated:
 - i. Daily rainfall equal to, or greater than, 0.50 inch during a month when the monthly rainfall exceeds the normal monthly average by twenty-five percent (25 %) or more.
 - ii. daily rainfall equal to, or greater than, 0.75 inch at any time.

The Office of the Environmental Data Service of the National Oceanic and Atmospheric Administration of the U.S. Department of Commerce nearest the Project site shall be considered the official agency of record for weather information.

(3) Concurrent Delays occur when two Avoidable or two Unavoidable Delays occur within a time frame where all or part of their durations overlap. The cumulative effect of the overlapping delays results in a total impact to the Project duration less than or equal to the cumulative sum of the individual delays or greater than or equal to the longer of the two Delays.

(4) Offsetting Delays occur when an Avoidable and an Unavoidable Delays occur within a time frame where all or part of their durations overlap. In some cases, Offsetting Delays occur where overlapping delays are incurred by both the City and the CM/GC, where the period of overlapping time negates any impact to the Project from the delays during that time frame. The impact of the overlap is that the total impact of the delays is lessened to due to the delays happening at, to some extent, the same time and therefore the project is only impacted once. The overall impact of Offsetting Delays is equal or less than the impact of the longer of the two delays.

D.2.2 Except as otherwise provided in ORS 279C.315, CM/GC shall not be entitled to additional compensation or additional Contract Time for Avoidable Delays.

D.2.3 In the event of Unavoidable Delays, based on principles of equitable adjustment, CM/GC may be entitled to the following:

- (1) CM/GC may be entitled to additional compensation or additional Contract Time, or both, for Unavoidable Delays described in Section D.2.1.2 (1) and (2).
- (2) CM/GC may be entitled to additional Contract Time for Unavoidable Delays described in Section D.2.1.2(3) and (4).

- (3) In the event of any requests for additional compensation or additional Contract Time, or both, as applicable, arising under this Section D.2.3 for Unavoidable Delays, other than requests for additional compensation or additional Contract Time for differing site conditions for which a review process is established under Section D.2.1.2 (2), CM/GC shall submit a written notification of the delay to the City's Authorized Representative within five (5) Days of the occurrence of the cause of the delay. This written notification shall state the cause of the potential delay, the project components impacted by the delay, and the anticipated additional Contract Time or the additional compensation, or both, as applicable, resulting from the delay. Within ten (10) Days after the cause of the delay has been mitigated, or in no case more than thirty (30) Days after the initial written notification, the CM/GC shall submit to the City's Authorized Representative, a complete and detailed request for additional compensation or additional Contract Time, or both, as applicable, resulting from the delay. If the City's Authorized Representative denies CM/GC's request for additional compensation or adjustment of Contract Time, the CM/GC may proceed to file a Claim under Section D.3, Claims Review Process. CM/GC will use its best efforts to comply with the foregoing time requirements, but the parties recognize that full assessment may not be possible in such durations, and the CM/GC may supplement such notices as additional information, data and impacts are identified.
- (4) If CM/GC does not timely submit the notices required under this Section D.2., then unless otherwise prohibited by law, CM/GC's Claim shall be barred.

D.2.4 When submitting a request for compensation under D.2.3, CM/GC and the City shall take into account the cumulative impacts of Concurrent and Offsetting Delays that occurs within the same time frame the request for compensation covers.

D.2.5 All requests for compensation under this section shall require the CM/GC to submit a detailed Time Impact Analysis as outlined in the Specifications.

D.3 CLAIMS REVIEW PROCESS

- D.3.1 All CM/GC Claims shall be referred to the City's Authorized Representative for review. CM/GC's Claims, including Claims for additional compensation or additional Contract Time, shall be submitted in writing by CM/GC to the City's Authorized Representative within five (5) business days after a denial of CM/GC's initial request for an adjustment of Contract terms, payment of money, extension of Contract Time or other relief, provided that such initial request has been submitted in accordance with the requirements and within the time limits established in these General Conditions. Within twenty (20) business days after the initial Claim, CM/GC shall submit to the City's Authorized Representative, a complete and detailed description of the Claim (the "Detailed Notice") that includes all information required by Section D.3.2. Unless the Claim is made in accordance with these time requirements, it shall be waived.
- D.3.2 The Detailed Notice of the Claim shall be submitted in writing by CM/GC and shall include a detailed, factual statement of the basis of the Claim, pertinent dates, Contract provisions which support or allow the Claim, reference to or copies of any documents which support the Claim, the dollar value of the Claim, and the Contract Time extension requested for the Claim. If the Claim involves Work to be completed by Subcontractors, the CM/GC will analyze and evaluate the merits of the Subcontractor claim prior to forwarding it and that analysis and evaluation to the City's Authorized Representative. The City's Authorized Representative and the City will not consider direct claims from Subs, suppliers, manufacturers, or others not a party to this Contract. CM/GC agrees that it will make no agreement, covenant, or assignment, nor will it commit any other act that will permit or assist any Subcontractor, supplier, manufacturer, or other to directly or indirectly make a claim against City.
- D.3.3 The City's Authorized Representative will review all Claims and take one or more of the following preliminary actions within ten (10) business days of receipt of the Detailed Notice of a Claim: (1) request additional supporting information from the CM/GC; (2) inform the CM/GC and City in writing of the time required for adequate review and response; (3) reject the Claim in whole or in part and identify the reasons for rejection; (4) based on principles of equitable adjustment, recommend approval of all or part of the Claim; or (5) propose an alternate resolution.
- D.3.4 The City's Authorized Representative's decision shall be final and binding on the CM/GC unless appealed by written notice to the City within fifteen (15) business days of receipt of the decision. The CM/GC must present written documentation supporting the Claim within fifteen (15) business days of the notice of appeal. After receiving the appeal documentation, the City shall review the materials and render a decision within twenty (20) business days after receiving the appeal documents.

D.3.5 The decision of the City shall be final and binding unless the CM/GC delivers to the City its requests for mediation, which shall be a non-binding process, within ten (10) business days of the date of the City's decision. The mediation process will be considered to have commenced as of the date the CM/GC delivers the request. Both parties acknowledge and agree that participation in mediation is a prerequisite to commencement of litigation of any disputes relating to the Contract. Both parties further agree to exercise their best efforts in good faith to resolve all disputes within forty (40) business days of the commencement of the mediation through the mediation process set forth herein.

In the event that a lawsuit must be filed within this forty (40) day period in order to preserve a cause of action, the parties agree that notwithstanding the filing, they shall proceed diligently with the mediation to its conclusion prior to actively prosecuting the lawsuit, and shall seek from the Court in which the lawsuit is pending such stays or extensions, including the filing of an answer, as may be necessary to facilitate the mediation process. Further, in the event settlements are reached on any issues through mediation, the parties agree to promptly submit the appropriate motions and orders documenting the settlement to the Court for its signature and filing.

D.3.6 The mediator shall be an individual mutually acceptable to both parties, but in the absence of agreement each party shall select a temporary mediator and the temporary mediators shall jointly select the permanent mediator. Each party shall pay its own costs for the time and effort involved in mediation. The cost of the mediator shall be split equally between the two parties. Both parties agree to exercise their best effort in good faith to resolve all disputes in mediation. Participation in mediation is a mandatory requirement of both the City and the CM/GC. The schedule, time and place for mediation will be mutually acceptable, or, failing mutual agreement, shall be as established by the mediator. The parties agree to comply with City's administrative rules governing the confidentiality of mediation, if any, and shall execute all necessary documents to give effect to such confidentiality rules. In any event, the parties shall not subpoena the mediator or otherwise require the mediator to produce records, notes or work product, or to testify in any future proceedings as to information disclosed or representations made in the course of mediation, except to the extent disclosure is required by law.

D.3.7 Unless otherwise directed by City's Authorized Representative, CM/GC shall proceed with the Work while any Claim of CM/GC is pending, including a Claim for additional compensation or additional Contract Time resulting from Change Order Work. Regardless of the review period or the final decision of the City's Authorized Representative, the CM/GC shall continue to diligently pursue the Work as identified in the Contract Documents. In no case is the CM/GC justified or allowed to cease Work without a written stop work order from the City or City's Authorized Representative.

SECTION E PAYMENTS

E.1 SCHEDULE OF VALUES

The CM/GC shall submit, at least ten (10) business days prior to submission of its first application for progress payment, a schedule of values ("Schedule of Values") for the contracted Work, for the City's review and approval. This schedule will provide a breakdown of values for the contracted Work and will be the basis for progress payments. The breakdown will demonstrate reasonable, identifiable, and measurable components of the Work. Unless objected to by the City's Authorized Representative, this schedule shall be used as the basis for reviewing CM/GC's applications for payment. If objected to by City's Authorized Representative, CM/GC shall revise the schedule of values and resubmit the same for approval of City's Authorized Representative.

E.1.1 The Schedule of Values shall be of sufficient detail and organization to interface with the City's accounting and funding structure.

E.2 APPLICATIONS FOR PAYMENT

E.2.1 City shall make progress payments on the Contract monthly as Work progresses. Prior to the submission of each monthly Application for Payment, CM/GC shall submit and obtain City's approval of a progress schedule update. Payments shall be based upon estimates of Work completed, as indicated in the approved progress schedule update, and the Schedule of Values. All payments shall be approved by the City's Authorized Representative. A progress payment shall not be considered acceptance or approval of any Work or waiver of any defects therein. City shall pay to CM/GC interest on the progress payment, not including retainage, due the CM/GC. The interest shall commence thirty (30) Calendar Days after the receipt of invoice ("application for payment") from the CM/GC or fifteen (15) Calendar Days after the payment is approved by the City's Authorized Representative, whichever is the earlier date. The rate of interest shall be as provided

under Oregon law. Notwithstanding the foregoing, in instances when an application for payment is filled out incorrectly, or when there is any defect or impropriety in any submitted application or when there is a good faith dispute, City shall so notify the CM/GC within ten (10) business days stating the reason or reasons the application for payment is defective or improper or the reasons for the dispute. A defective or improper application for payment, if corrected by the CM/GC within five (5) business days of being notified by the City, shall not cause a payment to be made later than specified in this section unless interest is also paid. Accrual of interest will be postponed when payment on the principal is delayed because of disagreement between the City and the CM/GC.

- E.2.2 CM/GC shall submit to the City's Authorized Representative, an application for each payment and, if required, receipts or other vouchers showing payments for materials and labor, including payments to Subcontractors. Applications for payment shall include all information required by City or City's Authorized representative and shall be supplemented with all additional information requested before the request for payment will be processed. CM/GC shall include, in its application for payment, a schedule of the percentages of the various parts of the Work completed, based on the Schedule of Values which shall aggregate to the payment application total.
- E.2.3 Generally, applications for payment will be accepted only for materials that have been installed. Under special conditions, applications for payment for stored materials will be accepted at City's sole discretion. Such a payment, if made, will be subject to the following conditions:
- (1) The request for stored material shall be submitted at least twenty five (25) business days in advance of the application for payment on which it appears. Applications for payment shall be entertained for major equipment, components or expenditures only.
 - (2) The CM/GC shall submit applications for payment showing the quantity and cost of the material stored.
 - (3) The material shall be stored in a bonded warehouse and City's Authorized Representative shall be granted the right to access the material for the purpose of removal or inspection at any time during the Contract Period.
 - (4) The CM/GC shall name the City as co-insured on the insurance policy covering the full value of the property while in the care and custody of the CM/GC until it is installed. A certificate noting this coverage shall be issued to the City.
 - (5) Payments shall be made for materials only. The submitted amount of the application for payment shall be reduced by the cost of transportation and for the cost of an inspector to check the delivery at out of town storage sites. The cost of said inspection shall be borne solely by the CM/GC.
 - (6) Within fifty (50) Business Days of the application for payment, the CM/GC shall submit evidence of payment covering the material stored.
 - (7) Payment for stored materials shall in no way indicate acceptance of the materials or waive any rights under this Contract for the rejection of the Work or materials not in conformance with the Contract Documents.
 - (8) All required documentation must be submitted with the respective application for payment.
- E.2.4 Notwithstanding other parts of this Contract, the City reserves the right to withhold all or part of a payment, or may nullify in whole or part any payment previously made, to such extent as may be necessary in the City's opinion to protect the City from loss including but not limited to:
- (1) Work that is defective and not remedied, or that has been demonstrated or identified as failing to conform with the Contract Documents,
 - (2) third party claims or fines, including governing agency or regulatory entity, filed or evidence reasonably indicating that such claims will likely be filed unless security acceptable to the City is provided by the CM/GC;
 - (3) failure of the CM/GC to make payments properly to Subcontractors or for labor, materials or equipment (in which case City may issue checks made payable jointly to City and such unpaid persons under this provision, or directly to Subcontractors and suppliers at any level under Section C.3.2.1);
 - (4) reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price;
 - (5) damage to the City or another contractor;

- (6) reasonable evidence that the Work will not be completed within the Contract Time required by the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- (7) failure to carry out the Work in accordance with the Contract Documents;
- (8) failure to provide or obtain City's approval of a monthly progress schedule update;
- (9) failure to maintain updated Record Documents; or
- (10) Failure to provide certified payroll reports as required elsewhere in this Contract.

E.2.5 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- (1) Take that portion of the Contract Price properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Price allocated to that portion of the Work in the Schedule of Values, less retainage as provided in Section E.5. Pending final determination of cost to the City of changes in the Work, amounts not in the dispute may be included even though the Contract Price has not yet been adjusted by Change Order;
- (2) Add that portion of the Contract Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the City pursuant to Section E.2.3, suitably stored off the site at a location agreed upon in writing), less retainage as provided in Section E.5;
- (3) Subtract the aggregate of previous payments made by the City; and
- (4) Subtract any amounts for which the City's Authorized Representative has withheld or nullified payment as provided in the Contract Documents.

E.2.6 CM/GC's applications for payment may not include requests for payment for portions of the Work for which the CM/GC does not intend to pay to a Subcontractor or material supplier.

E.2.7 The CM/GC warrants to City that title to all Work covered by an application for payment will pass to the City no later than the time of payment. The CM/GC further warrants that upon submittal of an application for payment all Work for which payments are received from the City shall be free and clear of liens, claims, security interests or encumbrances in favor of the CM/GC, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

E.2.8 If CM/GC disputes any determination by City's Authorized Representative with regard to any application for payment, CM/GC nevertheless shall continue to prosecute expeditiously the Work. No payment made hereunder shall be or be construed to be final acceptance or approval of that portion of the Work to which such partial payment relates or shall relieve CM/GC of any of its obligations hereunder.

E.3 PAYROLL CERTIFICATION REQUIREMENT

Payroll certification is required before payments are made on the Contract. Refer to Section C.2 for this information.

E.4 RESERVED

E.5 RETAINAGE

E.5.1 Retainage shall be withheld and released in accordance with ORS 279C.550 to 279C.580:

- (1) City may reserve as retainage from any progress payment an amount not to exceed five percent (5%) of the payment. As Work progresses, City may reduce the amount of the retainage and may eliminate retainage on any remaining monthly Contract payments after 50 percent of the Work under the Contract is completed if, in the City's sole opinion, such Work is progressing satisfactorily. Elimination or reduction of retainage shall be allowed only upon written application by the CM/GC, which application shall include written approval of CM/GC's surety; except that when the Work is 97-1/2 percent completed the City may, at its discretion and without application by the CM/GC, reduce the retained amount to 100 percent of the value of the Work remaining to be done. Upon receipt of written application by the CM/GC, City shall respond in writing within a reasonable time.

(2) In accordance with ORS 279C.560 and any applicable administrative rules, CM/GC may request in writing:

(A) to be paid amounts which would otherwise have been retained from progress payments where CM/GC has deposited acceptable bonds and securities of equal value with City or in a custodial account or other mutually-agreed account satisfactory to City, with an approved bank or trust company to be held in lieu of the cash retainage for the benefit of City;

(B) that retainage be deposited in an interest bearing account, established through the State Treasurer for state agencies, in a bank, savings bank, trust company or savings association for the benefit of City, with earnings from such account accruing to the CM/GC; or

(C) that the City allow CM/GC to deposit a surety bond for the benefit of City, in a form acceptable to City, in lieu of all or a portion of funds retained, or to be retained. Such bond and any proceeds therefrom shall be made subject to all claims and liens in the manner and priority as set forth for retainage under ORS 279C.550 to 279C.570 and 279C.600 to 279C.625.

(D) Where the City has accepted the CM/GC's election of option (A) or (B), City may recover from CM/GC any additional costs incurred through such election by reducing CM/GC's final payment. Where the City has agreed to CM/GC's request for option (C), CM/GC shall accept like bonds from Subcontractors and suppliers on the project from which CM/GC has required retainages.

(3) The retainage held by City shall be included in and paid to the CM/GC as part of the final payment of the Contract Price. The City shall pay to CM/GC interest at the rate of one and one-half percent per month on the final payment due CM/GC, interest to commence thirty (30) Calendar Days after the Work under the Contract has been completed, accepted and invoiced in accordance with the terms of this Agreement. CM/GC shall notify City in writing when the CM/GC considers the Work complete and City shall, within fifteen (15) Calendar Days after receiving the written notice, either accept the Work or notify the CM/GC of Work yet to be performed on the Contract. If City does not within the time allowed notify the CM/GC of Work yet to be performed to fulfill contractual obligations, the interest provided by this subsection shall commence to run thirty (30) Calendar Days after the end of the 15-Day period.

(4) In accordance with the provisions of reference ORS 279C.560, City shall reduce the amount of the retainage if the CM/GC notifies the controller of the City that the CM/GC has deposited in an escrow account with a bank or trust company, in a manner authorized by the City's Authorized Representative, bonds and securities of equal value of a kind approved by the City's Authorized Representative.

E.5.2 As provided in subsections C.2.2 and C.2.3, retainage in the amount of 25% of amounts earned shall be withheld and released in accordance with ORS 279C.845(7) when the CM/GC fails to file certified statements as required by section C.2.1 shall be in addition to any retainage withheld as a part of this Section E.5.

E.6 FINAL PAYMENT

E.6.1 Upon completion of all the Work under this Contract, the CM/GC shall notify the City's Authorized Representative, in writing, that CM/GC has completed CM/GC's part of the Contract and shall request final payment. Upon receipt of such notice the City's Authorized Representative will inspect the Work, and if acceptable, submit to the City a recommendation as to acceptance of the completed Work and as to the final estimate of the amount due the CM/GC. If the Work is not acceptable, City will notify CM/GC within fifteen (15) Days of CM/GC's request for final payment. Upon approval of this final estimate by the City and compliance by the CM/GC with provisions in Section K. 3 AFFIDAVIT/RELEASE OF LIENS AND CLAIMS, and other provisions as may be applicable, the City shall pay to the CM/GC all monies due under the provisions of these Contract Documents.

E.6.2 Neither final payment nor any remaining retained percentage shall become due until the CM/GC submits to the City's Authorized Representative, (1) a notarized affidavit/release of liens and claims in a form satisfactory to City that states that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the City or the City's property might be responsible or encumbered (less amounts withheld by City) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least thirty (30) Days' prior written notice has been given to the City, (3) a written statement that the CM/GC knows of no substantial reason that the insurance will not be renewable to

cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the City, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the City. If a Subcontractor refuses to furnish a release or waiver required by the City, the CM/GC may furnish a bond satisfactory to the City to indemnify the City against such lien. If such lien remains unsatisfied after payments are made, the CM/GC shall refund to the City all money that the City may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

- E.6.3 Acceptance of final payment by the CM/GC, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final application for payment.

SECTION F JOB SITE CONDITIONS

F.1 USE OF PREMISES

CM/GC shall confine equipment, storage of materials and operation of Work to the limits indicated by Contract Documents, law, ordinances, permits or directions of the City's Authorized Representative. CM/GC shall follow any and all instructions or requirements regarding the use of premises given by the City's Authorized Representative. CM/GC shall not use or disturb City's property, materials or documents except for the purpose of responding to City's request for proposal or invitation to bid or pursuant to completion of the Work under this Contract. CM/GC shall treat all documents as confidential and shall not disclose such documents without approval from City. Any unauthorized disclosure of documents or removal of City property will be deemed a substantial breach of this Contract. CM/GC shall bear sole responsibility for any liability including, but not limited to, attorneys' fees, resulting from any action or suit brought against City as a result of CM/GC's willful or negligent release of information, documents, or property contained in or on City property. City hereby deems all information, documents, and property contained in or on City property privileged and confidential.

F.2 PROTECTION OF WORKERS, PROPERTY, AND THE PUBLIC

- F.2.1 CM/GC shall maintain continuous and adequate protection of all of the Work from damage, and shall protect the City's Authorized Representative, City's workers, school staff, administrators, students, general public and property from injury or loss arising in connection with this Contract. CM/GC shall remedy acceptably to the City, any damage, injury, or loss, except such as may be directly due to errors in the Contract Documents or caused by authorized representatives or personnel of the City. CM/GC shall adequately protect adjacent property as provided by law and the Contract Documents. If any person suffers physical injury or property damage arising from the Work, regardless of the cause, the party shall immediately give notice of such injury or damage, whether or not insured, to City and CM/GC with sufficient detail to enable City and any other party affected to investigate the matter.
- F.2.2 CM/GC shall take all necessary precautions for the safety of all personnel on the job site, and shall comply with the Contract Documents and all applicable provisions of federal, state and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed. CM/GC shall erect and properly maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards for protection of workers and the public against any hazards created by construction. CM/GC shall designate a responsible employee or associate on the Work site, whose duty shall be the prevention of accidents. The name and position of the person designated shall be reported to the City's Authorized Representative. The City's Authorized Representative has no responsibility for Work site safety. Work site safety is solely the responsibility of the CM/GC.
- F.2.3 CM/GC shall not enter upon private property without first obtaining permission from the property owner or its duly authorized representative. CM/GC shall be responsible for the preservation of all public and private property along and adjacent to the Work contemplated under the Contract and shall use every precaution necessary to prevent damage thereto. In the event the CM/GC damages any property, the CM/GC shall at once notify the property owner and make, or arrange to make, full restitution. CM/GC shall report, immediately in writing, to the City's Authorized Representative, all pertinent facts relating to such property damage and the ultimate disposition of the claim for damage.
- F.2.4 CM/GC is responsible for protection of adjacent work areas including impacts brought about by activities, equipment, labor, utilities, and materials on the site.

- F.2.5 CM/GC shall at all times direct its activities in such a manner as to minimize adverse effects on the environment. Handling of all materials will be conducted so no release will occur that may pollute or become hazardous.
- F.2.6 In an emergency affecting the safety of life or of the Work or of adjoining property, the CM/GC, without special instruction or authorization from the City's Authorized Representative, shall act reasonably to prevent threatened loss or injury, and shall so act, without appeal, if instructed by the City's Authorized Representative. Any compensation claimed by the CM/GC on account of emergency work shall be determined in accordance with Section D.
- F.2.7 CM/GC shall protect and preserve established benchmarks and monuments and shall not change locations of benchmark and monuments without City's or agency having jurisdiction's prior written approval. CM/GC shall replace any benchmark or monument that is lost or destroyed subsequent to proper notification of the City and with the City's approval at CM/GC's sole cost.
- F.2.8 Prior to the commencement of the Work, CM/GC shall review the Project site with the City in detail and identify the area of the Work, staging areas, connections or interfacing with existing structures and operations, and restrictions on the Work site area. CM/GC shall ensure that all work forces on the Project Site are instructed about the acceptable working and staging areas and restrictions on use of the site. CM/GC, with advance consent of the City, shall erect such barriers and devices as are necessary to restrict access within the Work site to authorized areas and to prevent unauthorized access to non-Work areas.
- F.2.9 Utility Locates: CM/GC will be responsible to locate existing utilities and underground facilities that are indicated in the Contract Documents or that are known or reasonably should be known to exist in the proximity to the Work. CM/GC shall provide timely notice and locate requests with any affected utility or through contact with appropriate notification centers before commencing excavation or demolition Work that CM/GC knows, or reasonably should know, is in proximity to such utilities or facilities. CM/GC assumes the sole risk and will be responsible for all delay and expense arising out of CM/GC's failure to do so.
- F.2.10 This Contract and all individual contracts and purchase orders incorporate by this reference City's safety policies current as of the date of commencement of Work, which have been or will be made available to CM/GC. CM/GC shall schedule and attend a preconstruction meeting with City to review compliance with City's CM/GC Safety and Hazard Notification Policy and City's Risk Management and Environmental Safety and Pollution Policy. CM/GC, as a condition to commencement of the Work, shall instruct all personnel of CM/GC and its subcontractors, prior to their performing any of the Work, of the elements of these policies with which the personnel will be required to comply.
- F.2.11 In addition to the policies identified above, CM/GC shall review with all subcontractors the methods, materials, tools, and equipment to be used to verify their compliance with all safety standards and laws and CM/GC shall comply with them, to ensure safe, hazard-free conditions for all persons visiting or working on the entire Project Site and City's adjoining facilities. CM/GC shall implement and maintain a safety program that is specifically adapted for the Project and complies with all applicable requirements of Oregon OSHA. CM/GC shall furnish a copy of the safety program to City before commencing Work.
- F.2.12 CM/GC shall maintain good housekeeping practices to reduce the risk of fire damage and shall make a fire extinguisher, fire blanket, and/or fire watch, as applicable, available at each location where cutting, braising, soldering, and/or welding is being performed or where there is an increased risk of fire.
- F.2.13 CM/GC shall ensure that all existing or operating systems, utilities, existing on-site services and access avenues are on and in operating condition before leaving the Project Site each day. If any system, utility, or access avenue is not operable, CM/GC shall notify City before CM/GC leaves the Project Site that day.

F.3 CUTTING AND PATCHING

- F.3.1 CM/GC shall be responsible for coordinating all cutting, fitting, or patching of the Work to make its several parts come together properly and fit to receive or be received by work of other CM/GCs or Subcontractors shown upon, or reasonably implied by, the Contract Documents.
- F.3.2 CM/GC shall be responsible for restoring all cut, fitted, or patched surfaces to an original condition; provided, however, that if a different condition is specified in the Contract Documents, then CM/GC shall be responsible for restoring such surfaces to the condition specified in the Contract Documents.

F.3.3 CM/GC shall not endanger any Work performed by it or anyone else by cutting, excavating, or otherwise altering Work and shall not cut or alter Work of any other contractor except with consent of City.

F.4 CLEANING UP

The CM/GC shall be responsible to maintain a clean and orderly jobsite at all times in order to promote a safe and efficient work environment. Should the jobsite fall into a state of disorder, the City may order the CM/GC to, at its own expense, clean up and remove all refuse and unused materials of any kind resulting from the Work and bring the jobsite to a state of cleanliness and order deemed satisfactory by the City's Representative. If CM/GC fails to do so within twenty-four

(24) hours after written notification by the City, the work may be done by others and the cost charged to the CM/GC and deducted from payment due the CM/GC. Any directive by the City's Representative shall not relieve the CM/GC in any way or manner for the safety of the jobsite for construction workers or the public.

F.5 ENVIRONMENTAL CONTAMINATION

F.5.1 CM/GC will be held responsible for and shall indemnify, defend (with counsel of City's choice) and hold harmless City from and against any costs, expenses, damages, claims, and causes of action, (including attorney fees), or any of them, resulting from all spills, releases, discharges, leaks and disposal of environmental pollution, including storage, transportation, and handling during the performance of the Contract which occur as a result of, or are contributed by, the negligence or actions of CM/GC or its personnel, agents, or Subcontractors or any failure to perform in accordance with the Contract Documents (except to the extent otherwise void under ORS 30.140). Nothing in this section F.5.1 shall limit CM/GC's responsibility for obtaining insurance coverages required under Section G.3 of these General Conditions, and CM/GC shall take no action that would void or impair such coverages. The indemnity contained in this paragraph shall be limited to the coverage limits of the insurance specified herein.

(1) CM/GC agrees to promptly contain, minimize and dispose of such spills, releases, discharge or leaks to the satisfaction of City and proper regulatory agencies in a manner that complies with applicable federal, state, and local laws and regulations. Cleanup shall be at no cost to the City and be performed by properly qualified personnel.

(2) CM/GC shall obtain the City's written consent prior to bringing onto the Work site any (i) environmental pollutants or (ii) hazardous substances or materials, as defined in Section F.6.1. Notwithstanding such written consent from the City, the CM/GC, at all times, shall:

(A) properly handle, label, use and dispose of all environmental pollutants and hazardous substances or materials brought onto the Work site, in accordance with all applicable federal, state, or local statutes, rules, or ordinances;

(B) be responsible for any and all spills, releases, discharges, or leaks of (or from) environmental pollutants or hazardous substances or materials which CM/GC has brought onto the Work site; and

(C) promptly clean up, without cost to the City, such spills, releases, discharges, or leaks to the City's satisfaction and in compliance with all applicable federal, state, or local statutes, rules or ordinances.

(3) With respect to Hazardous Materials to be used during the course of the Work, the CM/GC will implement and enforce a program to inventory and properly store and secure all Hazardous Materials that may be used or present on the Project site, maintain available for inspection at the Project site all material safety data sheets, and comply with all regulations required by law for the storage, use, and disposal of Hazardous Materials. The program must provide for notification of all personnel of potential chemical hazards. Review of these hazards must be included in the CM/GC's safety training program.

F.5.2 CM/GC shall report all reportable quantity releases to applicable federal, state, and local regulatory and emergency response agencies. Reportable quantities are found in 40 CFR Part 302, Table 302.4 for hazardous substances and in OAR Chapter 340 Division 108 for all products addressed therein. Upon discovery, regardless of quantity, CM/GC must telephonically report all releases to the City. A written follow-up report shall be submitted to City within twenty four (24) hours of the telephonic report. Such written report shall contain, as a minimum:

(1) Description of items released (identity, quantity, manifest no., and all other documentation required by law.)

(2) Whether amount of items released is EPA/DEQ reportable, and, if so, when it was reported.

- (3) Exact time and location of release, including a description of the area involved.
- (4) Containment procedures initiated.
- (5) Summary of communications about the release CM/GC has had with members of the press or State officials other than City.
- (6) Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue.
- (7) Personnel injuries, if any, resulting from, or aggravated by, the release.

F.6 ENVIRONMENTAL CLEAN-UP

F.6.1 Unless disposition of environmental pollution is specifically a part of this Contract, or was caused by the CM/GC (reference F.5 Environmental Contamination), CM/GC shall immediately notify City of any hazardous substance(s) which CM/GC discovers or encounters during performance of the Work required by this Contract. "Hazardous substance(s)" means any hazardous, toxic and radioactive materials and those substances defined as "hazardous substances," "hazardous materials," "hazardous wastes," "toxic substances," or other similar designations in any federal, state, or local law, regulation, or ordinance, including without limitation asbestos, polychlorinated biphenyl (PCB), or petroleum, and any substances, materials or wastes regulated in 40 CFR, Part 261 and defined as hazardous in 40 CFR S

In addition to notifying City of any hazardous substance(s) discovered or encountered, CM/GC shall immediately cease working in any particular area of the project where a hazardous substance(s) has been discovered or encountered if continued work in such area would present a risk or danger to the health or well-being of CM/GC's or any Subcontractor's work force.

F.6.2 Upon being notified by CM/GC of the presence of hazardous substance(s) on the project site, City shall arrange for the proper disposition of such hazardous substance(s).

F.6.3 Asbestos Abatement. The Work under this Contract may include removal and abatement of asbestos (and proper transportation and disposal). All such Work shall be performed in compliance with the plans and specifications if it is determined that hazardous materials need to be abated. This Work (if required) shall be performed by an asbestos abatement contractor licensed under ORS 468A.720 employing Oregon Certified Asbestos Workers and a Certified Asbestos Supervisor shall be on site at all times asbestos abatement Work is being performed. All federal, state and local laws, statutes, regulations, administrative rules, ordinances, standards, directives and other legal requirements, and all rules and regulations pertaining to the safe removal of asbestos, including but not limited to those of the Oregon Department of Environmental Quality (DEQ), the federal Environmental Protection Agency (EPA), and OSHA, and other authorities having jurisdiction, shall be complied with at all times. CM/GC shall provide City with air sampling records (including clearance sampling documentation) before the commencement of any construction or abatement activities as well as at completion of the asbestos abatement Work. CM/GC shall include these asbestos provisions and requirements in any subcontract(s) related to the asbestos abatement Work.

F.6.4 Lead and Other Hazardous Material Abatement. The Work under this Contract may also include removal and abatement (and proper transportation and disposal) of all other hazardous materials or substances (not covered by Section F.6.3) from the Project site as necessary for full legal compliance, including but not limited to lead. Proper identification, assessment, notifications, handling, testing, certifications, removal, transportation and disposal are the responsibility of CM/GC. All applicable federal, state and local laws, statutes, regulations, administrative rules, ordinances, standards, directives and other legal requirements shall be complied with at all times, including but not limited to those of DEQ, EPA and OSHA. All such Work shall be performed in compliance with the applicable plans and specifications being prepared by the Architect.

F.8 FORCE MAJEURE

A party to this Contract shall not be held responsible for delay or default due to Force Majeure acts, events or occurrences unless they could have been avoided by the exercise of reasonable care, prudence, foresight, and diligence by that party. The City may terminate this Contract upon written notice after determining that delay or default caused by Force Majeure acts, events or occurrences will reasonably prevent successful performance of the Contract.

SECTION G INDEMNITY, BONDING, AND INSURANCE

G.1 RESPONSIBILITY FOR DAMAGES / INDEMNITY

G.1.1 CM/GC shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay that may be caused by, or result from, the carrying out of the Work to be done under this Contract, or from any act, omission or neglect of the CM/GC, its Subcontractors, personnel, or agents.

G.1.2 To the fullest extent permitted by law, and except to the extent otherwise void under ORS 30.140, CM/GC shall indemnify, defend (with counsel approved by City) and hold harmless the City, City's Authorized Representative(s), City's third party consultants and contractors working on the Project Site, Architect/Engineer, Architect/Engineer's consultants, and their respective officers, directors, agents, employees, partners, members, stockholders and affiliated companies (collectively "Indemnitees") from and against all liabilities, damages,

losses, claims, expenses (including reasonable attorney fees), demands and actions of any nature whatsoever which arise out of, result from or are related to,

- (1) any damage, injury, loss, expense, inconvenience or delay described in this Section G.1.2 to the extent that the CM/GC could or should have reasonably prevented it,
- (2) any accident or occurrence which happens or is alleged to have happened in or about the project site or any place where the Work is being performed, or in the vicinity of either, at any time prior to the time the Work is fully completed in all respects to the extent that the Contract could or should have reasonably prevented it,
- (3) any failure of the CM/GC to observe or perform any duty or obligation under the Contract Documents which is to be observed or performed by the CM/GC, or any breach of any agreement, representation or warranty of the CM/GC contained in the Contract Documents or in any subcontract,
- (4) the negligent acts or omissions of the CM/GC, a Subcontractor or anyone directly or indirectly employed by them or any one of them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder (except to the extent otherwise void under ORS 30.140), and
- (5) any lien filed upon the project or bond claim in connection with the Work. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section G.1.2.

G.1.3 In claims against any person or entity indemnified under this Section G.1.2 by an employee of the CM/GC, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section G.1.2 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the CM/GC or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

G.2 PERFORMANCE AND PAYMENT SECURITY; PUBLIC WORKS BOND

G.2.1 Prior to commencement of construction phase services and in any event not later than execution of the GMP Amendment, the CM/GC shall provide to the City a full Performance Bond and a full Payment Bond in the amount of the GMP Amendment.

If an Early Work Amendment is executed the CM/GC shall provide Performance and Payment Bonds in the amount of the Early Work Amendment. The CM/GC shall provide to the City additional or replacement bonds at the time of execution of any subsequent Early Work Amendment or GMP Amendment, in each case prior to execution of the Amendment and the supplying of labor or materials for the prosecution of the Work covered by the Amendment and in each case a sufficient amount so that the total bonded sum equals or exceeds the total Early Work Price or the GMP, as the case may be. In the event of a scope change, which increases the GMP, the CM/GC shall provide to the City an additional or supplemental bond in the amount of such increase prior to performance of the additional Work.

The CM/GC shall maintain the Performance and Payment Bonds in full force from Sureties licensed to do business in Oregon. The Parties understand and agree that the obligation of the CM/GC's Surety for the faithful performance of the Contract pursuant to the requirements of Oregon Revised Statutes 279C.375.

G.2.2 Bond forms furnished by the City and notarized by awarded CM/GC's surety company authorized to do business in Oregon are the only acceptable forms of performance and payment security, unless otherwise specified in the Contract Documents.

G.2.3 Pursuant to ORS 279C.605, any person claiming a right of action under ORS 279C.600 must file a notice of claim as provided in ORS 279C.605. G.2.4 The CM/GC will:

- (1) file a public works bond with the Construction Contractors Board pursuant to ORS 279C.836 before starting work on the Project, unless exempt under ORS 279C.836(2) (7) or (8).
- (2) Include in every subcontract a provision requiring the Subcontractor to file a public works bond with the Construction Contractors Board pursuant to ORS 279C.836 before starting work on the Project, unless exempt under ORS 279C.836(2), (7) or (8).

G.3 INSURANCE

G.3.2. General Insurance Requirement. The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the State of Oregon such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- (1) Claims under workers' compensation, disability benefit, and other similar employee benefit acts that are applicable to the Work to be performed;
- (2) Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- (3) Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- (4) Claims for damages insured by usual personal injury liability coverage and commercial general liability coverage (or its equivalent as approved in advance by the City);
- (5) Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- (6) Claims for damages because of bodily injury, death of a person, or property damage arising out of ownership, maintenance, or use of a motor vehicle;
- (7) Claims for bodily injury or property damage arising out of completed operations;
- (8) Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 107.06 of the General Conditions;
- (9) Claims for third-party injury and property damage (including without limitation clean-up costs) as a result of pollution conditions arising from the Contractor's operations or completed operations; and
- (10) Claims involving the Contractor's professional liability, solely to the extent that the Contractor accepts design or design/build responsibilities under the Contract

G.3.3 Required Coverage. Without waiver of any other requirement of the Contract Documents, the Contractor will provide, pay for, and maintain in full force and effect at all times during the performance of the Work until final acceptance of the Work or for such further duration as required, the following policies of insurance issued by a responsible carrier. All of the Contractor's insurance carriers shall be rated A VII or better by A.M. Best's rating service, unless otherwise approved by the City.

- (1) Workers' Compensation. Workers' compensation coverage sufficient to meet statutory liability limits.

- (2) Employer's Liability. The Contractor shall purchase and maintain employer's liability insurance in addition to its workers' compensation coverage with at least the minimum limits in C below.
- (3) Commercial General Liability. The Contractor shall purchase and maintain commercial general liability ("CGL") insurance on an occurrence basis, written on ISO Form CG 0001 (12/04 or later) or an equivalent form approved in advance by the Owner. CGL coverage shall include all major coverage categories including bodily injury, property damage, and products/completed operations coverage maintained for at least Ten years following final payment. The CGL insurance will also include the following: (1) separation of insured; (2) incidental medical malpractice; and (3) per project aggregate for premises operations.
- (4) Professional Liability/Errors and Omissions. To the extent that the Contractor accepts design or design/build responsibilities, the Contractor shall purchase and maintain professional liability/errors and omissions insurance or cause those Subcontractors providing design services do so.
- (5) Automobile Liability. The Contractor shall purchase and maintain automobile liability insurance with coverage for owned, hired, and non-owned vehicles on ISO form CA 00 01 or an equivalent form approved in advance by the City. The automobile liability insurance shall include pollution liability coverage resulting from vehicle overturn and collision.
- (6) Pollution Liability. The Contractor shall purchase a contractors' pollution liability policy. Coverage shall include third-party claims for bodily injury, property damage, and environmental damage resulting from pollution conditions caused during the performance of covered operations for both on-site and migrating from the job site. Such coverage shall include pollution conditions arising from covered operations including work performed by its Subcontractors and third party claims against the Contractor alleging improper supervision of its Subcontractors.
- (7) Commercial Umbrella/Excess Coverage. The Contractor shall purchase or maintain a commercial umbrella or excess liability policy to meet the minimum limits as described below in Section C. Commercial umbrella/excess liability coverage will include: (1) "Pay on behalf of" wording; (2) concurrency of effective dates with primary coverage; (3) punitive damages coverage (where not prohibited by law); (4) application of aggregate (where applicable) in primary coverage; (5) "care, custody, and control" coverage that follows the form for primary coverage; and (6) drop-down feature. Excess/umbrella coverage will be scheduled to the CGL, employee's liability, and automobile liability policies.

G.3.4 Limits. The insurance required by this exhibit shall be written for at least the limits of liability specified in this Section or required by law, whichever is greatest.

(1) Workers' Compensation. Statutory Limits

(2) Employer's Liability.

Each Accident:	\$ 1,000,000
Each Bodily Injury Disease:	\$ 1,000,000
Aggregate Bodily Injury Disease:	\$ 1,000,000

(3) Commercial General Liability.

Each Occurrence:	\$ 1,000,000
General Aggregate:	\$ 2,000,000
Product/Completed Operations:	\$ 2,000,000
Personal & Advertising Injury:\$	\$ 1,000,000
Fire Damage Limit:	\$ 100,000
Medical Expense Limit:	\$ 5,000

(4) Automobile Liability.

Combined Single Limit: \$ 1,000,000

(5) Pollution Liability.

Single Limit: \$3,000,000

Aggregate: \$3,000,000

(6) Commercial Umbrella/Excess Coverage.

Each Occurrence: \$5,000,000

G.3.5 Additional Insureds. The Contractor's third-party liability insurance policies shall include the City and its officers, employees, agents, volunteers, partners, successors, and assigns as additional insureds. The policy endorsement must extend premise operations and products/completed operations to the additional insureds. The additional insured endorsement for the CGL insurance must be written on ISO Form CG 2010 (11/85), a CG 2037 (07/04) together with CG 2033 (07/04), or the equivalent; but shall not use the following forms: CG 20 10 (10 93) or CG 20 10 (03 94).

G.3.6 Joint Venture. If the Contractor is a joint venture, the joint venture shall be a named insured for the liability insurance policies.

G.3.7 Primary Coverage. The Contractor's insurance shall be primary insurance coverage and may not seek contribution from any insurance or self-insurance carried by the City or the Architect including any property damage coverage carried by the Owner. Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought. The Contractor's insurance shall not include any cross-suit exclusion or preclude an additional insured party from asserting a claim as a third party.

G.3.8 Contractor's Failure to Maintain Insurance. If the Contractor for any reason fails to maintain required insurance coverage, such failure shall be deemed a material breach of the Contract and the City, at its sole discretion, may suspend or terminate the Contract pursuant to Section J of the General Conditions. The City may, but has no obligation to, purchase such required insurance, and without further notice to the Contractor, the City may deduct from the Contract Sum any premium costs advanced by the City for such insurance. Failure to maintain the insurance coverage required by this exhibit shall not waive the Contractor's obligations to the City.

G.3.9 Certificates of Insurance. The Contractor shall supply to the City Certificates of Insurance for the insurance policies described in this exhibit prior to the commencement of the Work and before bringing any equipment or construction personnel onto the Project site.

(1) Additional Certificates. To the extent that the Contractor's insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment. Information concerning reduction of coverage on account of revised limits or claims paid under the general aggregate, or both, shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief.

(2) Prohibition Until Certificates Received. The City shall have the right, but not the obligation, to prohibit the Contractor and its Subcontractors from entering the Project site until the required certificates (or other competent evidence that insurance has been obtained in complete compliance with this exhibit) are received and approved by the City.

(3) Deductibles/Self-Insured Retentions. Payment of deductibles or self-insured retention is a Cost of the Work within the Guaranteed Maximum Price and does not justify a Change Order. Satisfaction of all self-insured retentions or deductibles will be the sole responsibility of the Contractor.

G.3.10 Subcontractor Insurance. The Contractor shall cause each Subcontractor to purchase and maintain in full force and effect policies of insurance as specified in this exhibit, except for changes that may be agreed upon between the City and the Contractor. The Contractor will be responsible for the Subcontractors' coverage if the Subcontractors fail to purchase and maintain the required insurance. When requested by the City, the Contractor will furnish copies of certificates of insurance establishing coverage for each Subcontractor. G.3.11 Limitations on Coverage.

- (1) No insurance provided by the Contractor under this exhibit will be required to indemnify the City, the Architect, or their employees or agents to the extent of liability for death or bodily injury to persons or damage to property caused in whole or in part by their own negligence, but will require indemnity to the extent of the fault of the Contractor or its agents, representatives, or Subcontractors.
- (2) The obligations of the Contractor under this exhibit shall not extend to the liability of the Architect or its consultants for (1) the preparation or approval of maps, Drawings, opinions, reports, surveys, Change Orders, designs, or specifications, or (2) the giving or failure to give directions or instructions, to the extent that the directions, or failure to provide directions, are the cause of the injury or damage.
- (3) By requiring insurance, the City does not represent that coverage and limits will necessarily be adequate to protect the Contractor. Insurance in effect or procured by the Contractor will not reduce or limit the Contractor's contractual obligations to indemnify and defend the City for claims or suits that result from or are connected with the performance of the Contract.

G.3.12. Property Insurance

(1) Builder's Risk.

Contractor shall obtain, as part of cost of work, and keep in effect until Substantial Completion by the City, "all risk" Builder's Risk Insurance (including earthquake and flood) covering the real and personal property of others in the care, custody, and control of the Contractor. Coverage shall include theft and damage to building interiors, exterior, in transit and offsite storage. The minimum amount of coverage to be carried shall be equal to the full amount of the contract. Contractor shall be financially responsible for any deductible applied to loss. This insurance shall include City, the Contractor and its subcontractors as their interests may appear. (2) Contractor's Responsibility. Contractor must provide insurance for its own machinery, tools, equipment, or supplies that are not to become a part of the Project.

The builder's risk policy will include, for the benefit of the City, loss of revenue and soft cost coverage for losses arising from delays in completion that result from covered physical losses or damage. Such coverage will include, without limitation, fixed expenses and debt service for a minimum of 12 months with a maximum deductible of 30 days, compensation for loss of net revenues, rental costs, and attorneys' fees and engineering or other consultants' fees, if not otherwise covered, with a limit equal to amount agreed upon in the GMP.

SECTION H SCHEDULE OF WORK

H.1 CONTRACT PERIOD

- H.1.1 Time is of the essence on this Contract. The CM/GC shall at all times carry on the Work diligently, without delay and punctually fulfill all requirements herein. CM/GC shall commence Work on the site within ten (10) business days of Notice to Proceed, unless directed otherwise.
- H.1.2 Unless specifically extended by Change Order, all Work shall be complete by the date contained in the Contract Documents. The City shall have the right to accelerate the completion date of the Work, which may require the use of overtime to the extent such overtime is not required to achieve Substantial Completion. Such accelerated Work schedule shall be an acceleration in performance of Work under Section D.1.2 (f) and shall be subject to the Change Order process of Section D.1. In the event that overtime or other acceleration is required to achieve the Substantial Completion Date in the Contract Documents, the CM/GC shall be responsible for the additional cost .
- H.1.3 The City shall not waive any rights under the Contract by permitting the CM/GC to continue or complete the Work or any part of it after the date described in Section H.1.2 above.

H.2 SCHEDULE

CM/GC shall provide by ten (10) business days before the pre-construction conference, a detailed master construction schedule for review and acceptance by the City. The submitted schedule must illustrate Work by significant project components, significant labor trades, long lead items, broken down by building and/or floor where applicable. Each schedule item shall account for no greater than 5 % of the monetary value of the project or 5 % of the available Contract Time. Schedules with activities of less than one day or valued at less than 1% of the Contract will be considered too detailed and will not be accepted. Schedules lacking adequate detail, or unreasonably detailed, will be rejected. Included within the schedule are the following: Notice to Proceed, any interim or phased work completions, Substantial Completion, and

Final Completion. Schedules will be updated monthly and submitted with the monthly payment application. Acceptance of the Schedule by the City does not constitute agreement by the City, as to the CM/GC's sequencing, means, methods, or allocated Contract Time. Any positive difference between the CM/GC's scheduled completion and the Contract completion date is float owned by the City. City reserves the right to negotiate the float if it is deemed to be in City's best interest to do so. In no case shall the CM/GC make a request for additional compensation for delays if the Work is completed within the Contract Time but after CM/GC's scheduled completion.

H.3 PARTIAL OCCUPANCY OR USE

The City may occupy or use any completed or partially completed portion of the Work at any stage, provided such occupancy or use is consented to by public authorities having jurisdiction over the Work. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the City and CM/GC have reasonably accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, insurance or self-insurance, maintenance, heat, utilities, and damage to the Work, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents with respect to such portion of the Work. Approval by the CM/GC to partial occupancy or use shall not be unreasonably withheld. Immediately prior to such partial occupancy or use, the City and CM/GC shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work. Partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

H.4 BENEFICIAL OCCUPANCY OR USE

The City may take possession of areas of the Project as a part of a scheduled, phased occupancy. Where such Beneficial Occupancy occurs, the CM/GC shall facilitate such occupancy, shall agree to work around occupied areas and shall conduct the balance of the construction of the Work in such a fashion to avoid impeding or otherwise obstructing the access to or activities conducted within the occupied space.

SECTION I CORRECTION OF WORK

I.1 CORRECTION OF WORK BEFORE FINAL PAYMENT

The CM/GC warrants to the City that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects, and that the Work will conform to the requirements of the Contract Documents. Work failing to conform to these requirements shall be deemed defective. CM/GC shall promptly remove from the premises and replace all defective materials and equipment as determined by the City's Authorized Representative, whether incorporated in the Work or not. Removal and replacement shall be without loss or expense to the City, and CM/GC shall bear the cost of repairing all Work destroyed or damaged by such removal or replacement. CM/GC shall be allowed a period of no longer than sixty (60) Calendar Days for completion of defective (punch list) work, unless otherwise agreed. At the end of that period, or earlier if requested by the CM/GC, City shall arrange for inspection of the Work by the Architect/Engineer. Should the Work not be complete, and all corrections made, the costs for all subsequent re-inspections shall be borne by the CM/GC. If CM/GC fails to complete the punch list work within the above time period, without affecting CM/GC's obligations City may perform such work and CM/GC shall reimburse City all costs of the same within twenty five (25) days after demand.

I.2 WARRANTY WORK

(1) Neither the final certificate of payment nor any provision of the Contract Documents shall relieve the CM/GC from responsibility for defective Work and, unless a longer period is specified, CM/GC shall correct all defects that appear in the Work within a period of one year from the date of issuance of the written notice of Substantial Completion by the City except for latent defects which will be remedied by the CM/GC at any time they become apparent.

The City shall give CM/GC notice of defects with reasonable promptness. CM/GC shall perform such warranty work within a reasonable time after City's demand. If CM/GC fails to complete the warranty work within such period as City determines reasonable, or at any time in the event of warranty work consisting of emergency repairs, without affecting CM/GC's obligations, City may perform such work and CM/GC shall reimburse City all costs of the same within thirty (30) Days after demand.

- (2) This provision does not negate guarantees or warranties for periods longer than one year including without limitation such guarantees or warranties required by other sections of the Contract Documents for specific installations, materials, processes, equipment or fixtures.
- (3) In addition to CM/GC's warranty, manufacturer's warranties shall pass to the City and shall not take effect until affected Work has been accepted in writing by the City's Authorized Representative.
- (4) The one-year period for correction of Work shall be extended with respect to portions of Work performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work, as to the Work corrected. The CM/GC shall remove from the site portions of the Work which are not in accordance with the requirements of the Contract Documents and are neither corrected by the CM/GC nor accepted by the City.
- (5) Nothing contained in this Section I.2 shall be construed to establish a period of limitation with respect to any obligations that the CM/GC has under the Contract Documents. Establishment of the period for correction of Work as described in this Section I.2 relates only to the specific contractual obligation of the CM/GC to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the CM/GC's liability with respect to such obligations.
- (6) If the City prefers to accept Work which is not in accordance with the requirements of the Contract Documents, the City may do so instead of requiring its removal and correction, in which case the Contract Price will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.
- (7) The foregoing warranty obligations of the CM/GC shall not apply to city furnished equipment, City sole source or City directed subcontractors, which in such case any warranties provided by the furnished supplies/equipment or directed Subcontractors shall be limited to such terms and conditions, and warranties of those offered by the supplier or subcontractor, and/or agreed upon by the City.

SECTION J SUSPENSION AND/OR TERMINATION OF THE WORK

J.1 CITY'S RIGHT TO SUSPEND THE WORK

- J.1.1 The City and/or the City's Authorized Representative has the authority to suspend portions or all of the Work
- J.1.2 The City shall notify CM/GC and the CM/GC's Surety in writing of the effective date and time of the suspension and shall notify CM/GC and its surety in writing to resume Work.

J.2 CM/GC'S RESPONSIBILITIES

- J.2.1 During the period of the suspension, CM/GC is responsible to continue maintenance at the project just as if the Work were in progress. This includes, but is not limited to, protection of completed Work, maintenance of access, protection of stored materials, temporary facilities, and clean-up.
- J.2.2 When the Work is recommenced after the suspension, the CM/GC shall replace or renew any Work damaged during the suspension, remove any materials or facilities used as part of temporary maintenance, and complete the project in every respect as though its prosecution had been continuous and without suspension.

J.3 COMPENSATION FOR SUSPENSION

- J.3.1 Depending on the reason for suspension of the Work, the CM/GC or the City may be due compensation by the other party. If the suspension was required due to acts or omissions of CM/GC, the City may assess the CM/GC actual costs of the suspension in terms of administration, remedial work by the City's forces or another CM/GC to correct the problem associated with the suspension, rent of temporary facilities, and other actual costs related to the suspension. If the suspension was caused by acts or omissions of the City, the CM/GC shall be due compensation which shall be defined using Section D, Changes in Work. If the suspension was required through no fault of the CM/GC or the City, neither party owes the other for the impact.

J.4 CITY'S RIGHT TO TERMINATE CONTRACT

- J.4.1 The City may, without prejudice to any other right or remedy, and after giving CM/GC five business days' written notice and an opportunity to cure, terminate the Contract in whole or in part under the following conditions:
- (1) If CM/GC should voluntarily or involuntarily, seek protection under the United States Bankruptcy Code and CM/GC as debtor in-possession or the Trustee for the estate fails to assume the Contract within a reasonable time;
 - (2) If CM/GC should make a general assignment for the benefit of CM/GC's creditors;
 - (3) If a receiver should be appointed on account of CM/GC's insolvency;
 - (4) If CM/GC should repeatedly refuse or fail to supply an adequate number of skilled workers or proper materials to carry on the Work as required by the Contract Documents, or otherwise fail to perform the Work in a timely manner;
 - (5) If CM/GC should repeatedly fail to make prompt payment to Subcontractors or for material or labor, or should disregard laws, ordinances or the instructions of the City or its Authorized Representative; or
 - (6) If CM/GC is otherwise in material breach of any part of the Contract.
- J.4.2 At any time that any of the above occurs, City may exercise all rights and remedies available to City at law or in equity, and in addition, City may take possession of the premises and of all materials and appliances and finish the Work by whatever method it may deem expedient. In such case, the CM/GC shall not be entitled to receive further payment until the Work is completed. If the City's cost of finishing the Work exceeds the unpaid balance of the Contract Price, CM/GC shall pay the difference to the City.

J.5 TERMINATION FOR CONVENIENCE

- J.5.1 City may terminate the Contract in whole or in part whenever City determines that termination of the Contract is in the best interest of the public.
- J.5.2 The City will provide the CM/GC with five (5) business days' prior written notice of a termination for public convenience. After such notice, the CM/GC shall provide the City with immediate and peaceful possession of the premises and materials located on and off the premises for which the CM/GC received progress payment under Section E. Compensation for Work terminated by the City under this provision will be according to Section E. In no circumstance shall CM/GC be entitled to lost profits for Work not performed due to termination.

J.6 ACTION UPON TERMINATION

- J.6.1 Upon receiving a notice of termination, and except as directed otherwise by the City, CM/GC shall immediately cease placing further subcontracts or orders for materials, services, or facilities. In addition, unless assigned as provided in Section J.6.4, below, CM/GC shall terminate all subcontracts or orders to the extent they relate to the Work terminated and, with the prior written approval of the City, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts and orders.
- J.6.2 As directed by the City, CM/GC shall upon termination transfer title and deliver to the City all Record Documents, information, and other property that, if the Contract had been completed, would have been required to be furnished to the City.
- J.6.3 Upon receiving a notice of termination Contractor shall, prior to vacating the site, provide to City a detailed written assessment of any potentially unsafe conditions on site that may be a threat to health or human safety.
- J.6.4 CM/GC shall assign to City each subcontract agreement for a portion of the Work provided that: (i.) Assignment is effective only after termination of this Contract by City for cause or stoppage of the Work by City, and only for those subcontract agreements which City accepts by notifying the subcontractor and CM/GC in writing; and (ii.) Assignment is subject to the prior rights of the surety, if any, obligated under bond relating to this Contract. Upon such assignment, if the Work has been suspended for more than thirty (30) days, City shall equitably adjust subcontractor's compensation for increases in cost resulting from the suspension.

SECTION K CONTRACT CLOSE OUT

K.1 RECORD DOCUMENTS

As a condition of final payment (refer also to section E.6), CM/GC shall comply with the following: CM/GC shall provide to City's Authorized Representative, Record Documents of the entire project. Record Documents shall depict the project as constructed and shall reflect each and every change, modification, and deletion made during the construction. Record Documents are part of the Work and shall be provided prior to the City's issuance of final payment. Record Documents include all modifications to the Contract Documents unless otherwise directed.

K.2 OPERATION AND MAINTENANCE MANUALS

As part of the Work, CM/GC shall submit completed operation and maintenance manuals ("O & M Manuals") and asbuilts in electronic format (.PDF) and for review by the City's Authorized Representative. prior to submission of any pay request for more than 90% of the Work. No payments beyond 90% will be made by the City until the O & M Manual have been received. The O & M Manual shall contain a complete set of all submittals, all product data as required by the specifications, training information, phone list of consultants, manufacturers, installer and suppliers, manufacturer's printed data, record and shop drawings, schematic diagrams of systems, appropriate equipment indices, warranties and bonds. The City's Authorized Representative shall review and return an electronic copy of the O & M Manual for any modifications or additions required. Prior to submission of its final pay request, CM/GC shall deliver three complete and approved bound paper copies of O & M Manuals and one electronic copy delivered either in CD or Flash Drive format to the City's Authorized Representative.

K.3 AFFIDAVIT/RELEASE OF LIENS AND CLAIMS

As a condition of final payment, the CM/GC shall submit to the City's Authorized Representative a notarized affidavit/release of liens and claims form, in a form satisfactory to City, which states that all Subcontractors and suppliers have been paid in full, all disputes with property Citys have been resolved, all obligations on the project have been satisfied, all monetary claims and indebtedness have been paid, and that, to the best of the CM/GC's knowledge, there are no claims of any kind outstanding against the project. The CM/GC shall indemnify, defend (with counsel of City's choice) and hold harmless the City from all claims for labor and materials finished under this Contract. The CM/GC shall furnish complete and valid releases or waivers, satisfactory to the City, of all liens arising out of or filed in connection with the Work. CM/GC shall collect all affidavit and lien release documents to deliver to the City in a single consolidated package.

K.4 COMPLETION NOTICES

- K.4.1 CM/GC shall provide City notice of both Substantial and Final Completion. The certificate of Substantial Completion shall state the date of Substantial Completion, the responsibilities of the City and CM/GC for security, maintenance, heat, utilities, damage to the Work and insurance, and the time within which the CM/GC shall finish all items on the punch list accompanying the Certificate. Both completion notices must be signed by the CM/GC and the City to be valid. The City shall provide the final signature on the notices. The notices shall take effect on the date they are signed by the City.
- K.4.2 Substantial Completion of a facility with operating systems (e.g., mechanical, electrical, HVAC) shall be that degree of completion that has provided a minimum of thirty (30) continuous Days of successful, trouble-free operation with normal operational staffing experience and levels, which period shall begin after all performance and acceptance testing has been successfully demonstrated to the City's Authorized Representative. All equipment contained in the Work, plus all other components necessary to enable the City to operate the facility in the manner that was intended, shall be complete on the Substantial Completion date. The CM/GC may request that a punch list be prepared by the City's Authorized Representative with submission of the request for the Substantial Completion notice.

K.5 TRAINING

As part of the Work, and prior to submission of the request for final payment, the CM/GC shall schedule with the City's Authorized Representative, training sessions for all equipment and systems, as required in the individual specifications sections. CM/GC shall schedule training sessions at least ten (10) business days in advance of the date of training to allow City personnel adequate notice. The O & M Manual shall be used as a basis for training. Training shall be a formal session, held after the equipment and/or system is completely installed and operational in its normal operating environment.

K.6 EXTRA MATERIALS

As part of the Work, CM/GC shall provide spare parts, extra maintenance materials, and other materials or products in the quantities specified in the specifications, prior to final payment. Delivery point for extra materials shall be designated by the City's Authorized Representative.

K.7 ENVIRONMENTAL CLEAN-UP

As part of the Final Completion notice, or as a separate written notice submitted with or before the notice of Final Completion, the CM/GC shall notify the City that all environmental pollution clean-up which was performed as a part of this Contract has been disposed of in accordance with all applicable rules, regulations, laws, and statutes of all agencies having jurisdiction over such environmental pollution. The notice shall reaffirm the indemnification given under Section F.5.1 above.

K.8 CERTIFICATE OF OCCUPANCY

The CM/GC shall not be granted Final Completion or receive final payment if the City has not received an unconditioned certificate of occupancy from the appropriate state and/or local building officials, unless failure to obtain an unconditional certificate of occupancy is due to the fault or neglect of City.

K.9 OTHER CM/GC RESPONSIBILITIES

The CM/GC shall be responsible for returning to the City all items issued during construction such as keys, security passes, site admittance badges, and all other pertinent items. The CM/GC shall be responsible for notifying the appropriate utility companies to transfer utility charges from the CM/GC to the City. The utility transfer date shall not be before Substantial Completion and may not be until Final Completion, if the City does not take beneficial use of the facility and the CM/GC's forces continue with the Work.

K.10 SURVIVAL

All warranty and indemnification provisions of this Contract, and all of CM/GC's other obligations under this Contract that are not fully performed by the time of Final Completion or termination, shall survive Final Completion or any termination of the Contract

SECTION L LEGAL RELATIONS & RESPONSIBILITIES

L.1 LAWS TO BE OBSERVED

In compliance with ORS 279C.525, CM/GC shall comply with any and all enacted ordinances or regulations relating to environmental pollution and the preservation of natural resources that may affect the performance of the Contract. State law requires that solicitation documents for a public improvement contract make specific reference to federal, state, and local agencies that have enacted ordinances, rules, or regulations dealing with the prevention of environmental pollution or the preservation of natural resources that may affect the performance of this Contract. These agencies include, but are not limited to:

- L.1.1 Federal Agencies: Department of Agriculture, Forest Service, Soil and Water Conservation Service, Coast Guard, Department of Defense, Army Corps of Engineers, Department of Emergency, Federal Energy Regulatory Commission, Environmental Protection Agency, Department of Health and Human Services, Department of Housing and Urban Development, Solar Energy and Energy Conservation Bank, Department of Interior, Bureau of Land Management, Bureau of Indian Affairs, Bureau of Mines, Bureau of Reclamation, Geological Survey, Minerals Management Service, U.S. Fish and Wildlife Service, Department of Labor, Mine Safety and Health Administration, Occupation Safety and Health Administration, Department of Transportation, Federal Highway Administration, Water Resources Council.
- L.1.2 State Agencies: Department of Administrative Services, Department of Agriculture, Soil and Water Conservation Commission, Columbia River Gorge Commission, Department of Energy, Department of Environmental Quality, Department of Fish and Wildlife, Department of Forestry, Department of Geology and Mineral Industries, Department of Human Resources, Department of Consumer and Business Services, Land Conservation and Development Commission, Department of Parks and Recreation, Division of State Lands, Department of Water Resources.

L.1.3 Local Agencies: City councils, county courts, county boards of commissioners, metropolitan service City councils, design commissions, historic preservation commissions, planning commissions, development review commissions, special City boards of directors, and other special Citys and special governmental agencies such as Tri-Met, urban renewal agencies, and Port Citys.

L.1.4 Tribal Governments.

WHERE INNOVATION MEETS ELEVATION
SANDY
OREGON
REQUEST FOR QUALIFICATION

CITY OF SANDY, OREGON

Construction Manager/General Contractor for
Sandy Wastewater Treatment Plant
Condition Assessment Improvements Project

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Section 1 - Introduction

The City of Sandy, Oregon (“City”) requests from Construction Manager/General Contractor (CM/GC) firms to provide CM/GC services for pre-construction and construction for the Sandy Wastewater Treatment Plant (WWTP) Condition Assessment Improvements Project (“Project”).

The Project will upgrade the WWTP existing processing facilities to provide greater ease of operability, worker safety, and environmental permit compliance. This project is part of a greater effort in Sandy to improve the wastewater system. See “Section 4 – Scope of Work” for additional information regarding services to be provided. Project elements and construction costs are subject to change in the future at the City’s discretion.

The use of the CM/GC process has been approved by the governing body in accordance with the public notice and hearing process in ORS Chapter 279C.335. Construction firms with previous general experience on similar projects are encouraged to submit a proposal.

The City of Sandy (The City) has retained the following consultants in the development and design of the Project:

WWTP Operation: Veolia Water Technologies (Veolia)
 Owners Representative: Leeway Engineering Solutions, LLC (Leeway)
 Engineer: West Yost and Associates (West Yost)

The CM/GC will be required to report to the City and Owner’s Representative (collectively referred to as “Owner”) and collaborate with the Project Team, the Owner Representative and the Engineer.

This project is funded by the Clean Water State Revolving Fund (CWSRF) which is administered through Oregon Department of Environmental Quality (DEQ).

Project information, proposal requirements and procurement schedule are provided below.

Section 2 - Project Contact

The Director of Public Works is the issuing officer for this Request for Proposal (RFQ) and the point of contact for the City for all process and contract questions as well as protests.

Mike Walker
 Director of Public Works
 39250 Pioneer Blvd, Sandy, OR 97055
mwalker@ci.sandy.or.us

Brittany Park, PE
 Owner’s Representative
 Leeway Engineering Solutions
brittany.park@leewayengineeringsolutions.com

Section 3 - Background

The City of Sandy is located approximately 25 miles east of Portland, OR with a population of about 11,000. The WWTP is located on the south side of Tickle Creek near SE Jarl Road.

The City of Sandy has started a large program to improve their wastewater collection, conveyance, and treatment system. The Wastewater System Facilities Plan (WSFP) identified

improvements to be implemented in three phases until 2040. This project, the WWTP Condition Assessment Improvements Project, was identified in the WSFP under Phase 1 improvements. Other projects will include collection system rehabilitation, a new satellite treatment facility, and a new outfall.

The WWTP was first built in 1971 and included screening, contact stabilization process, effluent polishing pond, and disinfection using a chlorine contact tank. A major update was completed in 1997 to add grit removal, activated sludge secondary treatment process, disk cloth filtration, and UV disinfection. For the past 17 years, treatment plant operations have been contracted out; currently the plant is operated by Veolia North America (Veolia).

The treatment plant effluent is used for irrigation by a local nursery during the summer months, May through October. During the winter months, November through April, the effluent is discharged to Tickle Creek.

The City of Sandy has experienced operational and maintenance issues with the current WWTP system. They have exceeded National Pollutant Discharge Elimination System (NPDES) permit effluent limits for total suspended solids (TSS), biochemical oxygen demand (BOD), ammonia, E. coli bacteria, chlorine, and stream discharge dilution requirements.

Section 4 – Project Description

The objective of the project is to upgrade the Sandy WWTP to increase the ease of operability, worker safety, and environmental permit compliance.

The Project will include improvements to the WWTP, including to the headworks, secondary treatment, disinfection, solids treatment and SCADA system. These upgrades are needed to address operational, maintenance and other deficiencies, restore functionality to the WWTP required for NPDES permit compliance. The project is on an accelerated schedule and must be complete as soon as possible to comply with the Mutual Agreement and Order between the City and DEQ. The successful Respondent will be able to meet the schedule outlined in Section 7.

A preliminary design was completed in July 2020 by Murraysmith. The City then contracted with West Yost and Associates (West Yost) to develop the final design for the Project and to provide engineering services during construction.

West Yost is currently working on the evaluation of the preliminary design scope to finalize potential adjustment to the current preliminary design. The CM/GC will start on the project between the 30% and 90% design phase. It is anticipated that work will be separated out into five CM/GC Guaranteed Maximum Price (GMP) packages listed below.

GMP 1: Headworks Influent Screen and Grit Equipment Replacement, Screen Hoist, and Temporary Conduit Replacement.

GMP 2: Stormwater, Secondary Clarifiers, ASSB Walkways, Railings, and Davit Cranes

GMP 3: Aeration Basin, Blower Replacement, and UV System Replacement

GMP 4: Chemical Feed Systems Improvements for Alkalinity Addition and Process Water Chlorination

GMP 5: Solids Building Combustible Gas Detection, PLC Replacement, and SCADA System Upgrades

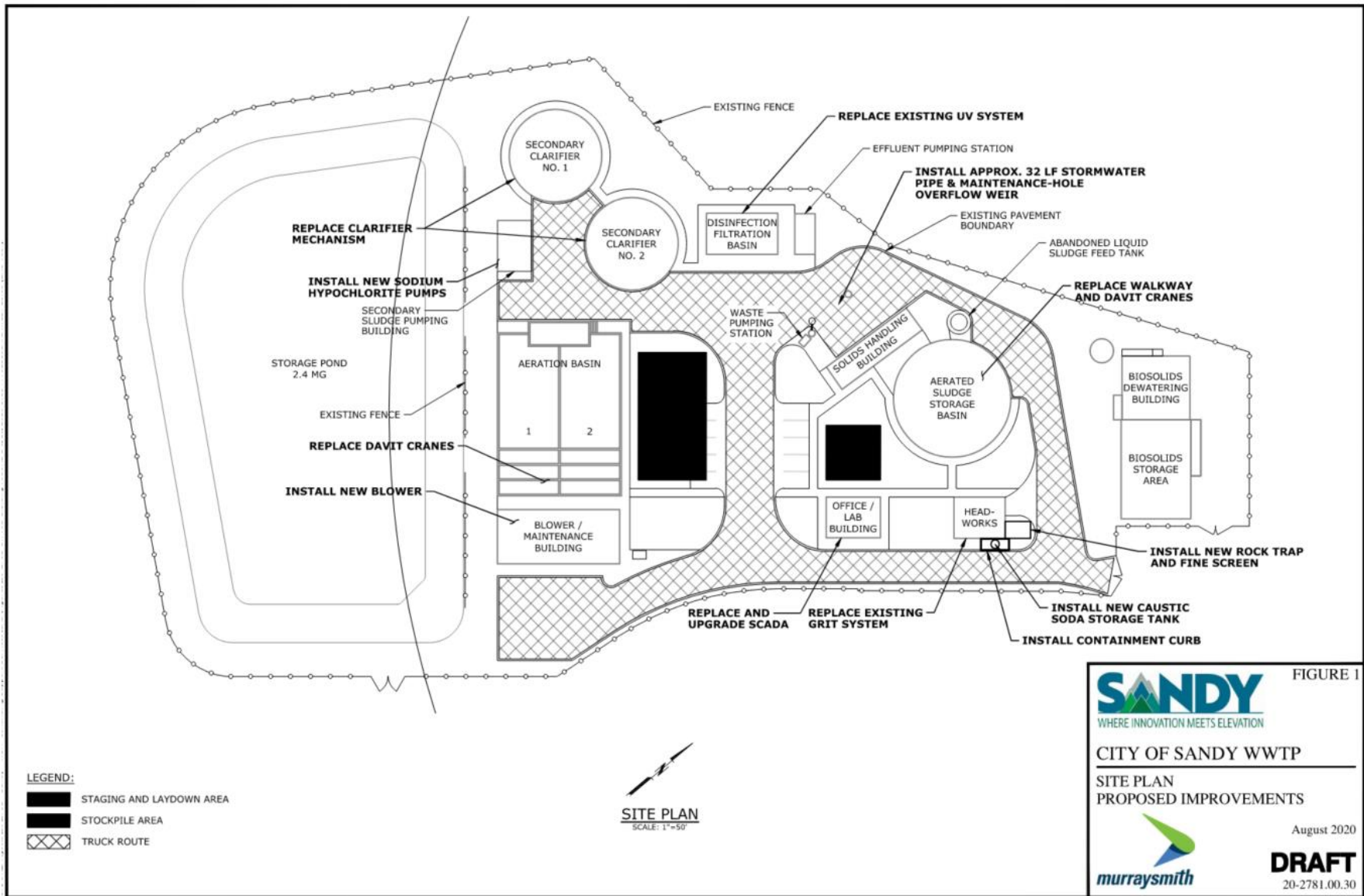
Project elements and construction costs are subject to change in the future at the City's discretion.

1. Planned WWTP Improvements

The Preliminary Design Report, found in Attachment A, detailed the scope of the improvements included in the Project, which are illustrated in Figure 1. Adjustments to the scope will be made based on the Evaluation of Design Scope Project Phase.

Facilities must remain operational during construction; and therefore, successful completion of the Project will require complex construction sequencing.

Figure 1. Map of the City of Sandy Wastewater Treatment Facility.



Section 5 – Preconstruction Services Scope of Work

The CM/GC shall actively participate as a team member with the City, Owner’s Representative, the Engineer, and System Suppliers during the Design and Construction Documents Development Phases prior to construction. The CM/GC shall be responsible for providing necessary consulting expertise to the City to ensure that the project scope, material selection goals, the construction budget and the project schedule are met. During this preconstruction period, the CM/GC shall provide the appropriate professional personnel that were named in response to the Request for Proposals for CM/GC Services and other such personnel as necessary to perform the required Preconstruction Services. Personnel shall include but shall not be limited to, a professional Project Manager or higher level person to attend all meetings described herein and provide or oversee the services the CM/GC is obligated to perform. The Project Manager shall ensure the development of a functional, constructible and cost-effective Project. Work to prepare for and conduct GMP negotiations is not a part of the work contemplated under this section and will not be paid for by the City.

Payment for Phase 1 will be made based on a Lump Sum, not-to-exceed basis, up to the Phase 1 – Pre-Construction Services project amount. Work to prepare for and conduct GMP negotiations is not a part of the work contemplated under this section and will not be paid for by the City.

The City reserves the right to terminate the successful Respondent’s services at any time during Phase 1 and continue with an alternate CM/GC procurement or other procurement, if deemed in the best interests of the City. If this occurs, the successful Respondent will be paid at the agreed upon contract amount for services rendered up to termination.

1. General Provisions

The CM/GC shall work collaboratively and proactively with the City, Engineer, Owner’s Representative, and equipment suppliers to proceed with the planning, design, and development of the Work in a manner which supports the City's efforts to meet the construction schedule and to keep costs within the City’s budget. The key staff for the City, Owner’s Representative, Engineer, and CM/GC firm shall form the Project Management Team (PMT) for the Project. The CM/GC shall provide Construction Services throughout the Project as defined herein from the preconstruction period through construction phase and startup.

Open Book accounting is required for both the preconstruction and construction phases of the project. The CM/GC must provide all mark-ups and percentages for City approval. No cost can be buried.

2. Preconstruction Services

The CM/GC shall provide Preconstruction CM services, including but not limited to:

- Collaborate with Owner, Engineer, and equipment suppliers to develop the Project.
- Assess and recommend site logistics requirements;
- Recommend phasing, sequencing of work, developing construction packages, and construction scheduling;
- Provide a master schedule for the project using CPM scheduling.
- Provide cost-estimating expertise including knowledge of local labor and subcontracting

- markets to generate viable construction cost estimates prior to GMP;
- Submit and negotiate GMP's to complete the construction-phase services.
 - Attend Project meetings.
 - Perform Constructability review services.
 - Assess alternative construction options for cost savings;
 - Identify products or processes for ongoing value analysis, engineering systems for life cycle cost considerations, and recommending all work necessary to support their implementation
 - Provide construction cost estimates.
 - Provide project design document review for optimization, life-cycle costs, constructability, risk assessment and mitigation.
 - Develop a list of long lead equipment and associated schedule.
 - Procure long lead equipment item per request of the City.
 - Develop written work plans and permitting assistance.

3. Preconstruction Phase Work Items and Deliverables

1) Project Management Team (PMT) and Design Phase meetings:

Attend PMT meetings conducted by the Engineer during the Design Phase for assumed frequency and duration noted in the Regular Meeting Schedule Table. The PMT meetings will generally be by Microsoft Teams meetings or conference calls. The CM/GC shall participate in Design Phase review meetings as noted in the regular meeting schedule table. For these meetings, the CM/GC will have reviewed the current design documents and questions posed by City, Owner's Representative and Engineer, and will come prepared to discuss design or other improvements.

Table 1: Regular Meeting Schedule.

Calendar Period	Project Management Team Meetings
Pre- Construction Meetings (bi-Weekly, approx. 3/1/2021-7/23/21)	Assume once every other week, 1 hour over conference call, at least 2 staff members.
90% Design Review Meetings and Preliminary Pricing Workshop	In person intensive design workshop. Assume 5 review meetings (one per GMP package), 4 hrs/each, and at least 3 staff members.

2) Construction Procurement Plan:

Develop and submit Construction Procurement Plan for review by the City, and Engineer. The Construction Procurement Plan must detail approach to self-performed and competitively bid work that meets the City's requirements. Recommend separation of the work to facilitate bidding and award of trade contracts. Work with the City and Engineer to identify long lead-time materials and equipment. Develop a procurement strategy to mitigate potential schedule impacts due to identified long-lead items and "scope gaps" between trades.

Submit draft Construction Procurement Plans as early within the schedule as possible. There is a minimum percentage of 50% of work that must self-performed. There is no maximum amount of work that can be self-performed. Self-performed is the work completed by the primary contractor

and does not include sub-contracted work. The final Construction Procurement Plan must be approved by the City before the GMP contracts will be awarded. The City and Owner's Representative will review and may provide feedback on subcontractors, materials, or other aspects of the Construction Procurement Plans. The CM/GC should plan to bid against itself for some portions of the project as requested by the City.

3) Constructability Reviews:

Provide constructability comments continuously throughout the design development. One formal plan review will be completed at the 90% design level for each GMP package; for this review, the CM/GC shall provide written constructability review comments and cost- savings comments on plan sets.

4) Construction Cost Estimates:

The CM/GC will develop a cost estimate for the project and work with the engineer to continuously update it throughout the project design. The CM/GC will provide cost estimates for alternative construction ideas as requested. One formal review of the cost estimate will be completed at the 90% design level for each GMP package. The CM/GC shall develop all construction cost estimates with due diligence as their content is critical to the decision-making process for the execution of the project, funding availability and development of work packages.

Preparation of Cost Estimates should include the following:

- a. Review the scope of work prepared by the Engineer.
- b. Provide a construction cost estimate for the Project based on the 90% Construction Documents. The estimate shall comply with the requirements of the Association for the Advancement of Cost Engineering International (AACE International) Class 2 (+20% to -15%) or Class 1 (+10% to -15%) and be considered the initial foundation for the GMP. This estimate should be developed at the start of the project and built on as the design is developed. At the 90% design level, a formal review will be completed on the final cost estimate that has been built throughout the project design.
- c. Engineer will review estimates. CM/GC will respond to any comments from Engineer.
- d. Provide an updated cost estimate after City acceptance.

5) Construction Phasing and Site Safety:

Coordinate with plant operations staff (Veolia) to understand how the plant operates and best means and methods for tying into existing systems to minimize disruptions to operations. Provide comments on construction feasibility and safe working conditions with the constructability review comments. Provide alternative designs and/or materials as appropriate. Comment on site logistics requirements. This activity shall include review of record drawings and investigate the existing conditions at the Project Site to ensure that the Contract Documents reflect the actual site conditions. Recommend and provide when requested by the City, additional tests or investigations to verify existing conditions and/or capability of existing systems.

6) Construction Plan:

The CM/GC shall submit a Construction Plan outlining the processes and procedures that shall be used to perform the aspects of the Work. The Construction Plan shall include the following:

- Plans and actions necessary to comply with environmental requirements;
- Staging areas for construction Equipment and Material storage
- List of work and construction activities by other contractors and subcontractors;
- Temporary facilities to maintain flow and processing;
- Dust/dirt/debris mitigation;
- Temporary erosion control;
- Storm water drainage management;
- A Site-Specific Safety and Healthy Plan
- Plan to facilitate, pay, an acquire all required environmental and building permits.

Draft Plan shall be submitted with each GMP submission.

7) Project Master Schedule:

Develop a project master schedule incorporating the Engineer's Project schedule to create a comprehensive Critical Path Method (CPM) Project Schedule for the Project, using the latest version of Microsoft Project. The schedule shall list all major work packages with an appropriate critical path to complete the design, construction, and startup. Schedule shall be submitted with the GMP and shall be updated monthly with changes and progress and submitted with monthly invoice in native file format and PDF. Schedule shall include each specific CM/GC preconstruction tasks.

8) Risk Management:

Participate in a risk review workshop. In the workshop, the CM/GC will work collaboratively with the City, the Owner's Representative, and the Engineer to develop a project risk register and determine additional activities necessary to mitigate risks prior to GMP negotiations.

9) Final Plan Review:

Provide qualified staff to review the Final Design Drawings and Specifications and provide general coordination assessment comments and constructability comments of the design. Provide written documentation of review comments.

10) Guaranteed Maximum Price Proposal:

In response to Owner's GMP Proposal Request, and in accordance with the terms of the Contract, the CM/GC shall deliver to the Owner a proposed GMP (up to five GMP "packages") for the Project for the Owner's review and acceptance (the "GMP Proposal"). If any actual Subcontractor offers are available at the time the CM/GC shall use those subcontractor offers in establishing the GMP Proposal. Except as permitted under ORS 279C.337(3), OAR 137-049-0690(5)(k) and the terms of the Contract, the CM/GC's selection of subcontractors must be competitive.

The GMP Proposal shall be in conformance with the Construction Procurement Plan, based on the 90% Plans and Specifications, and in accordance with the General Conditions of the Contract. If necessary, Owner and CM/GC shall negotiate the direct cost of the construction in order to agree on a final GMP. Proceeding to the Construction Services Phase (Phase 2) is contingent on The City's acceptance of the GMP.

The GMP shall be the total of items a through j. GMP Proposal shall be organized according to, and including, the following items:

- a. Cost Model per the following requirements that identifies:
 - CM/GC Fee
 - Reimbursable Costs of the Work
 - General Conditions Reimbursement
 - CM/GC Contingency
- b. Prepare an updated cost estimate from Section 5.3.4 for the entire Work in a format approved by the City, based upon the design documents. Upon completion of the estimate, the CM/GC Contractor shall present to the City one estimate of the construction cost based upon agreed assumptions including: the date of commencement of construction, duration of construction, the phasing of construction (and bidding), escalation factors, design contingency and Negotiated Support Services costs. Cost estimates shall be submitted in a Schedules of Values spreadsheet in an excel document. The supporting documentation shall be submitted in PDF files and include subcontractor and supplier quotes, personnel hourly rates, equipment rental rates, labor hours, contingency justification, procurement plans, and all other cost estimate supporting materials. The cost estimate shall be updated to include City's and CM/GC's document review comments to achieve a total reconciliation of the total project/each work phase. In the event that the reconciled estimate is higher than the City's budget, and as directed by the City, the CM/GC Contractor shall present to the City a list of value analysis/value engineering cost- savings equal to or greater than the amount the estimate exceeds the budget and continue to work with the Engineer to define a scope that is within the budget.
- c. Identifying any changes from from Owner-accepted Construction Procurement Plan in Section 5.2.3.
- d. Baseline Construction Schedule in Section 5.2.7 with critical path of the work and include the anticipated Notice to Proceed Date, Substantial Completion Date and Final Completion Date upon which the GMP Proposal is based.
- e. Schedule of Values aligned with GMP.
- f. A list of the Documents, including all addenda thereto as well as list of drawings, technical specifications, reports, pre-construction plans etc. which were used in preparation of the GMP Proposal.
- g. A list of the clarifications and assumptions made by the CM/GC in the preparation of the GMP Proposal to supplement the information contained in the Documents.
- h. A list of eligible General Conditions Reimbursement items.
- i. Payment for the construction of the Project will be paid through a Schedule of Values or Bid Schedule developed by the CM/GC and the Owner and Engineer during the Pre-Construction Services Phase. The GMP is not a lump sum contract (although some bid items may be lump sum) and most items are measured and paid at actual quantities. The CM/GC assumes all risk with performance of the bid items, including management of its subcontractors and suppliers. In accordance with ORS 279C.337(2)(g), the City will not pay any amount that exceeds the GMP as reflected in the GMP amendment, unless the excess amount results from material changes to the Scope of Work set forth in the Contract and the Owner agrees to the changes in writing. Respondents are encouraged to suggest additional specific services they can offer that may be of benefit to the design

and pre-construction planning activities described above for Phase 1. The CM/GC shall identify any additional service and the cost for each additional service being offered and describe the benefit to the Owner.

- j. Except as the City may otherwise agree in the Contract, any savings the CM/GC realizes in its performance of the Work will accrue solely to the City. The terms “savings” or “cost savings” for the purposes of this procurement and the Contract are defined in ORS 279C.337(4).

Section 6 – Construction Service Scope of Work

If the City accepts the GMP, which it may choose or decline to accept in its sole discretion, the City and the CM/GC will enter into a GMP amendment. After the GMP amendment is executed, the Construction Phase will begin. This final phase of the work includes construction, management, and completion of all construction work elements within the required schedule on a GMP basis.

Construction is anticipated to require five GMP packages. The City reserves the right to authorize early construction work prior to execution of the GMP amendment, as may be permitted in the contract between City and the CM/GC.

1. Construction Services

Acceptance of the GMP by the City and receiving a Notice to Proceed (NTP) initiates the Construction Services Phase, which will include complete construction services for the actual construction of the Project. The CM/GC shall be responsible for construction means, methods, sequencing, scheduling, coordination, selection and supervision of subcontractors (subject to the City review under the terms of the Contract), and self-performing a portion of the Work, per the Contract Documents. Phase 2 Construction Services required of the CM/GC include, but are not limited to, the following tasks:

- Procure and furnish payment and performance bonds prior to execution of the construction contract.
- Provide necessary insurance coverages and certificates, consistent with the Project General Conditions, prior to the execution of the construction contract.
- Identify any proposed changes from Phase 1 in Key Personnel (as identified in Qualifications) and obtain City approval for such change(s). Identify any changes from Phase 1 in City-approved Subcontractors and obtain City approval for such change(s).
- Submit the Construction Plan with each GMP.
- Update and implement plans developed during the Pre-Construction Services Phase.
- Any other plans as required during the Pre-Construction Services Phase.
- Maintain a critical path schedule and fully advise the Owner of work progress status. Provide monthly reports of work progress in comparison to estimated scheduled Projections. Explain significant variations and provide supporting information, as required by the Owner. Develop schedule recovery action plans if Project work lags behind projected work schedule by greater than 30 calendar days.
- Make available all cost and budget estimates, including supporting materials and records to the City. Provide monthly reports of actual costs in comparison to estimated cost

projections. Explain significant variations and provide supporting information, as required by the City. Develop recovery action plans when required.

- Provide the following reports, as required by the City:
 - a. Monthly Payment Applications with supporting documentation
 - b. Two-week construction activity forecast (two-week look ahead)
 - c. Weekly construction status report
 - d. Monthly Project update report
 - e. Updated Comprehensive Construction Schedule on a monthly basis
 - f. Monthly Bureau of Labor and Industries (BOLI) Certified Payroll reports
 - g. Supporting document as required by any special funding sources, such as DEQ CWSRF loans
- Provide the following coordination and administration services:
 - a. Project Superintendent - Maintain the originally identified, full-time Superintendent(s) as identified in the Qualification with necessary staff at the active work site to coordinate and provide direction of the work. The Superintendent will be required to ensure adequate Quality Control management, Project Scheduling and Project Site Safety Management. It is anticipated that the project superintendent will be onsite full time for the construction duration of 5 – 7 months and work continuously with plant staff.
 - b. Provide additional staff, as required, to properly manage the Project and ensure conformance with plans and specifications.
 - c. Conduct daily internal staffing and planning meetings.
 - d. Coordinate with all public and private utility providers in the project area. Coordinate all public and private utility work done by others.
- Plan for and participate in weekly schedule and coordination meetings with the Owner.
- Provide 3rd party inspection services.
- Provide contract management services, as described below:
 - a. Review and process all twice-monthly applications for payment by subcontractors and material suppliers in accordance with the terms of the Contract. Review and resolve, on behalf of the City, all subcontractors' and/or material suppliers' requests for additional costs.
 - b. Contracts administration as defined in the Contract Documents.
 - c. Change management as defined in the Contract Documents.
- Furnish one-year warranty and associated services, per Contract Documents.
- Implement any other plans as required during the Pre-Construction Services.

Section 7 - Schedule and Budget

Table 2 contains the proposed project schedule. The total project budget is \$3M, which includes construction management, and construction.

Table 2: WWTP Condition Assessment Improvements Project Schedule

Task	Completion Date
Preliminary Design	August 2020
GMP 1 – Headworks Design	April 2021
GMP 2 – Clarifiers/ ASSB/Stormwater	April 2021

GMP 3 – Aeration Basin/ Blowers/ UV	May 2021
GMP 4 – Chemical Feed Systems	March 2021
GMP 5 – Electrical and SCADA	July 2021
Construction Complete	December 2021

Section 8 - Qualification Contents

Interested and qualified firms are invited to submit a Response that demonstrates their capabilities in performing similar projects similar to the Project in nature and scale.

Qualifications submitted for this project must address all requested information to qualify for evaluation. Firms are encouraged to keep the responses brief and to the point, but sufficiently detailed to allow evaluation and differentiation of the firm and team.

Responses must include the following items:

1. Cover letter

The Cover Letter must include the following:

- Project title
- Full legal name of proposing business entity
- Structure or type of business entity
- Name(s) of the person(s) authorized to represent the firm in any negotiations
- Name(s) of the person(s) authorized to sign any contract that may result
- Contact person's name, mailing or street addresses, phone and fax numbers and email address
- introductory letter expressing interest in the project

2. Bonding Capacity

Provide a letter from the firm's surety that verifies the ability to bond at least \$3,000,000 for this Project. The surety must be authorized by law to do business in Oregon and must have an A.M. Best Company Rating of "A" or better. Project will require separate Payment and Performance Bonds from the selected firm. Letter can be placed in the Appendix.

Describe current and future workload as a percentage of firm's total bonding capacity. Compare aggregate construction cash flow for the past 12 months and projected through the duration of the project with anticipated cash flow for the project.

3. Experience and Performance (25 points)

a. Firm Profile

Provide a statement on how your firm's overall experience with providing services related to

wastewater treatment project design and construction support in the Pacific Northwest. The statement should demonstrate the firm's ability to meet the project schedule provided and similar services, with a focus on construction in a municipal treatment facility, as required to successfully complete the project.

b. Specialized Expertise

Provide a representative list of successfully completed recent projects and current projects under development managed by the proposed firm and Project Manager in the Pacific Northwest comparable to the contemplated work within the past 5 years. Provide contact information (name, title, email address and phone numbers) for client project staff on each of these projects. For each project include a description of the project, delivery method, original project budget and completion amount, the number of change orders, and if the project was completed on schedule.

Additional points are available for CM/GC firms showing applicable experience in key technical areas of the Project that are critical to the execution of this Project. These areas are the following:

- Municipal wastewater treatment facility work
- Municipal Wastewater treatment electrical and instrumentation improvements
- HVAC, instrumentation, and control systems installation
- Construction during facility operation
- Experience with CWSRF funded projects
- Experience with direct solicitation

c. History of Performance, Claims, and Disputes

Provide the following information:

- Annual revenue for the past 3 years.
- A list and description of all current, pending, and completed project related litigations that your firm has been involved with
- Current EMR (Experience Modification Rating)
- A statement as to if the firm has been cited for an OSHA violation in the past 24 months. If yes, provide details including specific violations(s) and date(s).

4. Project Team (35 Points)

a. Organization Chart

Provide an organization chart showing the staffing Proposal for the key individuals assigned to the Project Team. The Organization Chart shall include level of commitment, and responsibilities. Indicate the Project Manager, Project Superintendent, and Cost Estimating Lead should. Indicate type of work and Lead Foreman for self-performed work. List potential specialty subcontractors for work not self-performed. The Organization Chart shall show personnel for both the pre-construction and construction phases.

b. Project Team

The City wishes to engage a team that has the ability and experience to provide quality work in a timely manner; a commitment to collaborative project delivery; the resources, capacity and capabilities to deliver the work given other contract obligations; a commitment to a safe workplace for employees, the public, and the City's employees.

Information for the proposed team should include the following:

- Brief Bios for "Key Personnel". Key Personnel shall include, at a minimum, the Project Manager, Project Superintendent, and Cost Estimating Lead.
- Two references each for the Project Manager, Project Superintendent and Cost Estimating Lead.

In submitting Qualifications, Respondent represents that the specific members of the Project Team identified in its Response shall be available to Work on this Project and to perform the services described for the complete duration of the Project or as specifically indicated if not the complete duration. Indicate the current and anticipated Project assignments for each person and completion dates for those Projects.

c. Resumes

Provide resumes with the history of employment, education, registrations, work experience, length of time with the firm, and any other information demonstrating the qualifications and abilities of key project staff including experience in comparable projects. Resumes shall be limited to one page per person and can be placed in the Appendix.

5. References (20 points)

Provide a minimum of three (3) references from previous clients on similar projects completed within the past five (5) years. Please include client's name, address, email, and telephone number.

6. Price Proposal (20 points maximum)

Submit price proposals conforming to the requirements of this RFQ and based on the Scope of Services listed in the Section 5 and Section 6.

The price proposal should identify any assumptions used to develop the Phase 1 Pre-Construction Cost. Include an estimate of expenses and a description of what expenses have been included. Identify staff to be involved in pre-construction along with an estimate of hours and individual billing for each staff.

This Pre-Construction Cost will be the basis for negotiating the pre-construction services phase of the Contract with the City.

CM/GC Fee: The CM/GC Fee shall be the maximum sum payable to the CM/GC by the City for the CM/GC's performance of all construction management, project management and

administration services as defined herein and in the General Conditions. The CM/GC Fee shall be determined by applying the CM/GC fee percentage as identified in the Proposal to the direct costs of the project including General Conditions Reimbursement and any authorized Bid Alternates.

State the CM/GC Fee as a percentage for which the CM/GC would contract to perform this Project. The percentage so stated in the Proposal shall be the maximum allowable contractual markup on the direct cost of the work, and shall be based on the recovery of ALL indirect costs, overhead costs, G&A costs, and profit, if the CM/GC is awarded the construction contract.

7. Clean Water State Revolving Fund Forms (Attachment D)

The contractor and all subcontractors must be System for Award Management (SAM) registered at the time of Qualification submission. Requirements for the CWSRF Loan program is available on the program website: <https://www.oregon.gov/deq/wq/cwsrf/Pages/default.aspx>.

Respondents shall submit completed Clean Water State Revolving Fund Forms provided as Attachment D. If form is not applicable, mark as not applicable but still include in qualifications. These forms can be placed in the appendix of the qualification.

Qualification Limitations

- Responses are limited to a total of 10 pages of text. Appendixes are not included in the page count. Concise responses are appreciated.
- The limitation does not apply to covers or dividers unless they are used to convey project information. Any 11x17 pages will be counted as two pages. A two-sided page counts as two pages.
- Pages beyond these page limitations will not be evaluated.

Section 9 - Pre-Proposal Meeting and Site Visit

There will be no form Pre-Proposal meeting. A mandatory site visit to the WWTP will be held on Wednesday, February 3 at 2:00 p.m. In keeping with the State of Oregon and Clackamas County guidelines regarding COVID-19, face coverings will be required at all times. In addition, no more than 2 representatives from each interested firm will be allowed to attend in order to maintain smaller groups. Please RSVP by Tuesday, February 2 at 5:00pm, with your intent to participate in the site visit and provide your contact information (name, email, and phone number). Attendees who do not RSVP may be precluded from participating.

Please send RSVP to:

Mike Walker
Director of Public Works
39250 Pioneer Blvd, Sandy, OR 97055

Brittany Park, PE
Owner's Representative
Leeway Engineering Solutions

mwalker@ci.sandy.or.us

brittany.park@leewayengineeringsolutions.com

Section 10 – Qualification Review and Selection

Selection Criteria

The City will evaluate responses per ORS 279A.065. The selection of the CM/GC for this project will be accomplished through a process with an optional interview, as follows:

1. An Evaluation Committee (Committee) will be appointed to evaluate the Qualifications received. For the purpose of scoring Qualifications, each Committee member will evaluate each response in accordance with the requested information listed in Section 6.

The Committee will require a minimum of ten (10) working days to evaluate and score the responses. At any point during the evaluation process, the City is permitted, but is not required, to seek clarification of a response. However, a request for clarification does not permit changes to a response. Each evaluation criterion has been assigned points based on its relative value to Project as a whole. Evaluation will be based on the criterion given in Table 3. Responses that do not include all required pass/fail (P/F) items will not be scored further.

Table 3. Qualification Scoring Criteria

Evaluation Criteria	Points
1. Cover Letter	P/F
2. Bonding Capacity	P/F
3. Experience and Performance a. Firm Profile b. Specialized Expertise c. History of Performance, Claims, and Disputes	25
4. Project Team a. Organization Chart b. Project Team c. Resumes	35
5. References	20
6. Price Proposal	20
7. Clean Water State Revolving Fund Forms	P/F
Total Possible Points	100

2. Optionally and at the discretion of the selection committee, the City will invite up to three

of the top-ranked Respondents for an interview. The interview will be for the purposes of distinguishing teams with close total scores from the project qualifications and price proposals. Evaluation will be based on the criterion given in Table 4.

Table 4. Interview (optional) Scoring Criteria

Criterion	Maximum Possible Points
Oral Interview by subsection	100
Total Maximum Points Available for Interview and/or Presentation	100

The City will award the Project contract to the firm with the highest total sum of points awarded for combined project qualifications, price proposal, and interview (if conducted) (200 points maximum).

Unsuccessful firms will be notified as soon as possible. The City has the right to reject any or all respondents for good cause in the public interest, and the Procurement Officer may waive any evaluation irregularities that have no material effect on upholding a fair and impartial evaluation and selection process.

Point of Contact

Point of Contact: All communications shall be through the contact(s) referenced in Section 2 of the RFQ. At the City's sole discretion, communications with members of the evaluation committee, other City staff, or elected City officials for the purpose of unfairly influencing the outcome of this RFQ may be cause for the Respondent's qualifications to be rejected and disqualified from further consideration.

The City has the right to reject any or all submittals for good cause in the public interest, and the Procurement Officer may waive any evaluation irregularities that have no material effect on upholding a fair and impartial evaluation and selection process.

Cost of Submittal

Firms responding to this solicitation do so at their own sole expense. The City is not responsible for any costs associated with submitting responses to this solicitation.

Submittal of Qualifications

To be considered, the applicant must submit five (5) identical copies and one (1) digital (Adobe pdf file) copy of the response must be received by Mike Walker, Director of Public Works at 39250 Pioneer Blvd, Sandy, OR 97055 by the date and time of Tuesday, **February 16, 2021 at 4:00pm**. Please mark the submittal on the outside of the sealed envelope with the following: "CM/GC Services for the Sandy Wastewater Treatment Plant Condition Assessment

Improvements Project".

Any addenda to this RFQ will be in writing and will be issued to all persons or businesses that have indicated an interest in this project. No response will be considered if it is not responsive to any issued amendments.

The City reserves the right to negotiate an agreement with the selected firm based on fair and reasonable compensation for the scope of work and services proposed as well as the right to reject any and all responses deemed unqualified, unsatisfactory, or inappropriate, to waive defects or informalities and to offer contact with any firm in response to this RFQ. The City will not pay any costs incurred by the firm in preparing or submitting the response. This RFQ does not constitute any form of offer to contract.

Selection Schedule

The following dates are proposed as a timeline for this project:

Event	Date and Time
Mandatory Site Visit	Wednesday, February 3, 2021 at 2:00 PM
Written responses due	Tuesday, February 16, 2021 at 4:00 PM
Notice of Short-Listed Firms	Friday, February 19, 2021
Interviews (if necessary)	Wednesday, February 24, 2021
Notice of Intent to Award issued	Thursday, February 25, 2021
Notice to Proceed	Tuesday, March 2, 2021

The City reserves the right to make adjustments to the above noted schedule as necessary. Pursuant to ORS 279C.337(2)(i)(D), any Respondent who is not selected may request a meeting with the City within seven days after the date of the Notice of Intent to Award. The City will respond to any timely submitted meeting request with a date and time for the meeting.

Section 9 – Contract Award

Sample Form of Contract

A sample Professional Services Agreement is attached to this document. This is intended to demonstrate the basic framework of the Agreement between the City and the selected firm and not the final form of Agreement between the parties.

CM/GC Selection

The City will award the Contract to the Respondent with the highest combined score from the written response and interview. Should the City not reach a favorable agreement with the highest scoring Respondent the City, at its sole discretion, shall terminate negotiations with the highest scoring Respondent and commence negotiations with the second highest scoring

Respondent and so on until a favorable agreement is reached. The City may terminate negotiations at any time and may cancel the solicitation if it finds it is in the City's best interest to do so.

Contract Development

The qualification and all responses provided by the successful Respondent may become a part of the final contracts. The form of contracts shall be the City's Contracts for Construction Management / General Contractor construction services. A form of Contract will follow via an addendum to this RFQ.

Protest Procedures

A Respondent who objects to the terms and conditions of this RFQ may submit a written solicitation protest to the City in accordance with OAR 137-049-0260 no later than seven (7) days prior to the date qualifications are due. Thereafter, the City will not accept any solicitation protests and will not entertain changes or challenges to the terms and conditions of the RFQ.

Following the Notice of Intent to Negotiate and Award, the public may view response documents. However, any proprietary information so designated by the Respondent as a trade secret or confidential and meeting the requirements of ORS 192.501, 192.502 and/or ORS 646.461 et seq., will not be disclosed unless the City of Sandy determines that disclosure is required. At this time, Respondents not awarded the contract may seek additional clarification or debriefing, request time to review the selection procedures or discuss the scoring methods utilized by the evaluation committee.

Respondents who are eliminated at any stage of the evaluation process will be notified of their elimination. At that time, Respondents who wish to protest their elimination shall file a protest within seven (7) calendar days of the notice. Protests submitted to the City may only originate from those Respondents who would receive the contract if their protest was successful. Protests must be in writing and received by the City within seven (7) calendar days, unless otherwise noted, following the date the City's Notice of Intent to Negotiate and Award. The protest must specifically state the reason for the protest and show how its proposal or the successful proposal was mis-scored, or show how the selection process deviated from that described in the solicitation document. No contract will be awarded until the protest has been resolved. Protests must be timely and must include all legal and factual information regarding the protest, and a statement of the form of relief requested. Protests received later than specified or from other than the Respondent who would receive the contract if the protest was successful will not be considered. The exercise of judgment used by the evaluators in scoring the written responses and interviews, including the use of outside expertise, is not grounds for appeal.

The City may waive any procedural irregularities that had no material effect on the selection of the proposed consultant, invalidate the proposed award, amend the award decision, request the evaluation committee re-evaluate any response or require the City to cancel the solicitation.

Section 10 - Business Compliance

Respondents shall comply with all applicable federal, state, and local laws and regulations regarding all

matters concerning this RFQ and its contracts. Respondents shall comply with Title VI of the Civil Rights Act of 1964 and its corresponding regulations.

The Respondent shall be responsible for the following:

Oregon Construction Contractors Board

Respondents must be licensed with the State of Oregon Construction Contractors Board (OCCB) in accordance with ORS 701.005 and any other specialty licensing as required in the RFQ specifications prior to submitting a bid to the City. Respondents must have their OCCB license at the time of submitting this response in order for the qualification to be considered responsive.

For information contact:

CONSTRUCTION CONTRACTORS BOARD

700 Summer St. NE, Suite #300

Salem, OR 97310

(503) 378-4621

Website: <http://www.oregon.gov/ccb>

Prevailing Wage Rates

All work on this project is subject to the State of Oregon Bureau of Labor and Industries (BOLI) Prevailing Wages Rates. The Prevailing Wage Rates for the construction work will be the rates in the BOLI publication titled “Prevailing Wage Rates for Public Works Contracts in Oregon”, including any applicable amendments, in effect at the time the CM/GC contract becomes a public works contract, and which are hereby incorporated into this contract by this reference. The CM/GC contract becomes a public works contract either when the contract first constitutes a binding and enforceable obligation on the part of the CM/GC to perform or arrange for the performance of construction, reconstruction, major renovation or painting, or when the CM/GC contract enters the construction phase, whichever occurs first.

In accordance with OAR 839-025-0020(8), the CM/GC will have a binding and enforceable obligation to perform or arrange for the performance of construction after the public agency and CM/GC commit to the guaranteed maximum price. The CM/GC contract enters the “construction phase” when the agency first authorizes the performance of early construction-type work directly related to the public works project.

The prevailing wage rates in effect on the date of this solicitation are available online: <https://www.oregon.gov/boli/employers/Pages/prevailing-wage-rates.aspx>. In addition, copies of the current BOLI wage rates that will apply to the Work may be obtained from the Bureau of Labor & Industries, 800 NE Oregon St. #32, Portland OR 97232, and phone (503) 731-4200. However, such rates may change before the CM/GC contract becomes a public works contract. As stated above, the applicable rates for construction are those in existence at the time the construction contract or early work is authorized.

Every subcontract must provide that work on the project is subject to the State of Oregon Bureau of Labor and Industries Prevailing Wage Rates. The RESPONDENT awarded the contract is required to post a Public Works Bond with the Oregon Construction Contractors

Board (OCCB) unless exempt prior to start of work on the project. The Subcontractors awarded the contract are required to post a Public Works Bond with the Oregon Construction Contractors Board unless exempt prior to start of work on the project.

Certification as an EEO Affirmative Action Employer

All Respondents must be certified as Equal Employment Opportunity Employers.

Business Tax Registration

All RESPONDENTS must be in compliance with the City of Sandy's Business License and Transit Payroll Tax requirements.

Project Funding

The Respondent's response shall include the Respondent's true estimated cost or fixed price to perform the work regardless of the City's budgeted funds for this work. If the City and the CM/GC are unable to agree on the terms of a final construction contract or if the project does not proceed to construction for any reason beyond the control of the CM/GC, then the CM/GC shall be reimbursed for the actual costs of providing the services during the pre-construction services phase, in a not-to-exceed amount.

It is anticipated that the work under the contract resulting from this solicitation will be funded by the Department of Environmental Quality through the Clean Water State Revolving Federal (CWSRF) Loan program. The selected contractor shall work with the City to ensure all forms, documentation and audits are completed in compliance with funding agency requirements. CWSRF forms and requirements are found in Exhibit A. Requirements for the CWSRF Loan program are available on the program website:

<https://www.oregon.gov/deq/wq/cwsrf/Pages/default.aspx> .

Attachment A – Preliminary Design Report Sandy WWTP Immediate Upgrades Project

Attachment B – General Conditions

Attachment C – Sample Contract

Attachment D – Clean Water State Revolving Fund Forms and Requirements



 **CITY OF
SANDY, OREGON**

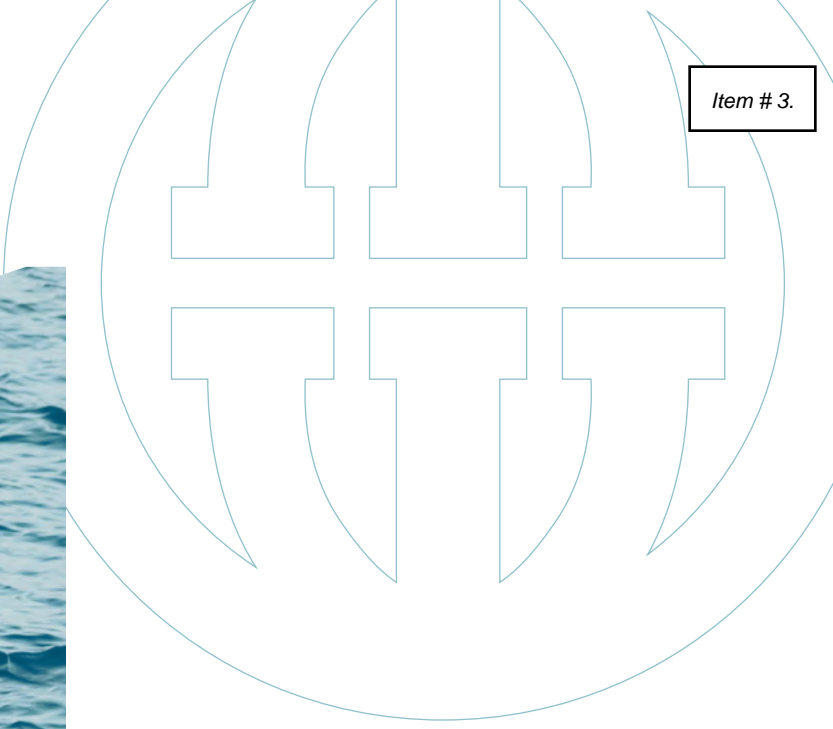
REQUEST FOR QUALIFICATION

**CM/GC SERVICES FOR THE
Sandy Wastewater Treatment Plant
Condition Assessment Improvements**

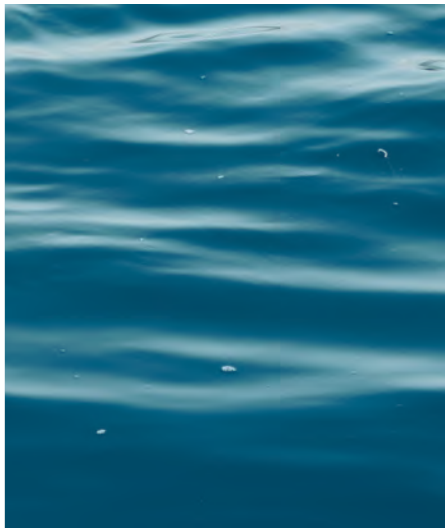
February 16, 2021

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COVER LETTER





February 16, 2021

Mike Walker
 Director of Public Works
 39250 Pioneer Blvd.
 Sandy, OR 97055

Re: Sandy Wastewater Treatment Plant Condition Assessment Improvements Project

Dear Mr. Walker and Representatives of the City of Sandy, Oregon,

Slayden Constructors, Inc. (Slayden) understands that the Sandy Wastewater Treatment Plant Condition Assessment Improvements Project is key to providing environmental permit compliance, worker safety, and ease of operations for your community. This project will be made even more complex given your tight schedule, the required maintenance of operations of the facility during construction, and the City of Sandy's (the City) budget. Slayden, a corporation based in Oregon, has been building water and wastewater facilities in the Pacific Northwest since 1984. We have completed over 30 alternative delivery projects with a total value of over \$815M, and can walk you through the process of constructing under a CM/GC so that your plant is built to the best quality and value possible. Our team, comprised of Project Manager Josh Bergseng, Cost Estimating Lead Erik Brahmer, Superintendent Jerry Lawrence, and their support staff, is committed to the execution of your project.

- **CM/GC Preconstruction Process** – Collaboration is the key to success. Through a series of value engineering and constructability workshops, Slayden will work with the City and Engineer to create a high-value end product. We will search for ways to improve efficiencies within the design to save you money and improve the overall capability of the plant. Because preconstruction is such an important part of an alternative delivery project, we have an entire department dedicated to it. They will ensure value through collaboration, engage in value engineering and innovative constructability reviews, and provide scheduling and estimates.
- **Schedule Management** – The City has indicated that you have a very short timeline to complete this project. Because Slayden's core work is constructing treatment plants, we have the experience to develop accurate schedules to meet your milestones. We have experience working with multiple GMPs — our recent work at Geren Island had eleven GMPs and the Riverside Park Water Reclamation Facility in Spokane has seven. Although executing multiple GMPs can be tricky, we are well-versed in the process and are happy to help you accelerate your schedule using this method so that our field crews hit the ground running and don't stop until completion.
- **Working in an Operational Facility** – Impacts to existing operations are not acceptable. We understand that your facility must continue to operate through construction, and Slayden has extensive experience working at operational facilities. We are able to navigate your site without impeding normal processes. At the same time, we have a vast array of resources that can be made available on demand. We are happy to conduct repairs or maintenance should the need arise.

As President of Slayden, I am authorized to represent our company in any negotiations or sign any contracts. I would like to thank the City of Sandy for providing this opportunity for Slayden and considering us for this project. We look forward to working with you and giving you the successful project you deserve.

Regards,

Jeffrey A. Garner
 President
 Slayden Constructors, Inc.

Slayden Constructors, Inc.
RFP Contact - Jeff Garner
 jeff.garner@mwhconstructors.com
 PO Box 247, Stayton, OR 97383
 Cell: 802.598.6818
 Office: 971.277.5643
 OR CCB No. 208848



BONDING CAPACITY



02. BONDING CAPACITY

Slayden has a total bonding capacity of \$1,000,000,000, and can meet the \$3,000,000 bonding requirement for this project. Our bonding capacity letter from our insurance carrier is in the *Appendix*. Our current and 2021 backlog is below:

	Current	Anticipated in 2021
Backlog	\$76,686,400	\$90,000,000
Bonding Capacity	\$1,000,000,000	\$1,000,000,000
% of Bonding Capacity	8%	9%

Slayden had an aggregate construction cash flow of \$81,810,000 in 2020. Our anticipated construction cash flow for 2021 is \$76,686,944. With the addition of the Sandy Wastewater Treatment Plant project, we would expect the 2021 number to rise to \$79,686,944.

Success Story:

Kellogg Creek WWTP Improvements, Milwaukie, OR



Josh Bergseng is the project manager for the Kellogg Creek Wastewater Improvement project. This plant currently treats wastewater for 77,000 residents. Over the years the equipment has aged and the pipelines have corroded and sprung leaks. Improvements provided vital upgrades and increased storage capacity for the facility.

Extensive renovations were required to reclaim lost hydraulic capacity, provide reliability for the treatment facility, and reduce noise, odor, and energy usage. The plant remained in operation during construction, requiring close coordination with on-site staff to minimize impacts to operations. The Slayden team also had a small footprint to work within and the site was located next to a park with heavy local traffic which further complicated construction logistics.

Because this project required extensive electrical upgrades, Slayden felt it was important to get the electrical sub on board during the preconstruction phase. We developed an innovative procurement strategy to enable competition prior to design completion. The request for proposal utilized a competitive indicative pricing and scoring system and ensured the best value to the project.

Project Highlights

- ✓ CM/GC Wastewater Project
- ✓ Josh Bergseng – PM
Erik Brahmer – Lead Estimator
- ✓ Operational plant
- ✓ 65% self-performed
- ✓ Electrical and HVAC Upgrades
- ✓ Use of BIM Modeling
- ✓ VE savings and scope reduction saved \$3.8M at 60% design



EXPERIENCE AND PERFORMANCE

03. EXPERIENCE AND PERFORMANCE

A. FIRM PROFILE

A LEADER IN WATER AND WASTEWATER SINCE 1984

Since 1984, Slayden has been a leading civil general contractor focused on delivering on the needs of our clients. Situated in the beautiful state of Oregon, we specialize in providing preconstruction and construction services for water and wastewater treatment as well as environmental construction including river enhancements, parks, fish facilities (hatcheries/ ladders/transfer stations), and dam modifications. We are experts in our field, managing projects from less than \$10K to \$200M. In the 37 years we have been in business, we have established **a strong reputation within our markets by executing complex projects on time, within budget, and while maintaining environmental compliance.**



The Slayden team values a collaborative work environment, not only with our clients but also within our organization. Together we achieve far more than we ever could apart, building on each other's strengths and challenging each other to find areas of growth. Our people truly matter, and we strive to bring this same philosophy to each project.

ALTERNATIVE DELIVERY EXPERTS

Approximately 80% of our work is alternative delivery – we have fine-tuned our preconstruction practices to produce projects exceptional in quality and value while encouraging Designer and Owner collaboration every step of the way. We have an entire department dedicated to preconstruction, to make sure that every facet of your project is thought out from day one.

The Preconstruction Services Department is highly experienced and knows exactly what information they need from the project team to produce effective deliverables in a short span of time. **Our preconstruction team provides accurate estimates, real-time value engineering solutions, schedules that maintain the critical path, and risk mitigation logs that clearly disseminate cost, impacts, and ownership.** They work with site staff to ensure a clear information transfer during the transition from preconstruction to construction. This allows our site management team to keep doing what they do best – construct the project within budget and on time.

SELF-PERFORMING ON 100% OF OUR PROJECTS

Our ability to pinpoint value savings comes from self-performing the critical path of every project we build. **We perform site civil, yard piping, structural concrete, metals, process and mechanical piping, plumbing, and equipment setting on every project.** We plan on performing these same services on the City's project.

THE RIGHT TEAM TO KEEP YOUR SCHEDULE LEAN

Meeting your aggressive schedule will require dedication and commitment from the project team. We have several projects winding down which will provide management, craft labor, and construction equipment for this project. We can **utilize our resources flexibly to keep costs low, production up, and remain on schedule.** As a treatment plant contractor, our crews are experienced in this type of work and will keep the plant operational at all times.

EXPERIENCE IN MULTIPLE GMPs

Creating and executing multiple GMPs in a project can streamline your schedule significantly, but it requires a team who is experienced in how to schedule and implement multiple phases. Our team includes **experts in managing multiple GMP packages** who understand the critical nature of clear communication when creating scope and pricing.

Overlapping Preconstruction and Construction – Scheduling Success

During initial preconstruction of the Geren Island project, our team broke the original scope into eleven separate GMP packages. Through effective collaboration with the Owner and Designer we were able to:

- Overlap preconstruction and construction, giving earlier GMPs a head start to proceed
- Ensure scheduling and design package scope were met through close collaboration with Designer
- Focus effort on the critical path
- Procure long lead equipment early

B. SPECIALIZED EXPERTISE

Slayden understands water and wastewater projects. We have been building water and wastewater treatment plants in the Pacific Northwest for decades, and are a leader in alternative delivery methods including CM/GC and Progressive-Design-Build. We have led 30 alternative delivery projects with a combined total of \$815M, including projects with electrical, instrumentation, HVAC, and control systems. 20 of those were specifically CM/GC. We have extensive experience working in operational plants, and manage our work to minimize disruptions. Additionally, we have worked with CWSRF funded projects and are able to help guide you through the paperwork. Slayden can self-perform nearly all work and proposes to self-perform the following: civil work, yard piping, structural concrete, metals, process and mechanical piping, plumbing, and equipment setting.

Representative List of Projects

Project Name & Contact Info	Description	Delivery Method	Original / Completed Budget	# Change Orders	On Time	Muni WWTP	WWTP E&I	HVAC I&C	Operating Facility	CWSRF Funded	Direct Solicitation
Washougal WWTP Rob Charles Dep. Director/City Engineer 360.835.2662 ext. 230 rob.charles@cityofwashougal.us	Construction of IPS, flow distribution system, orbal aerator, UV effluent PS, process piping, yard piping, expansion of electrical distribution system, and demolition.	DBB	Original: \$ 12,168,984 Complete: \$ 12,719,186	12	yes	✓	✓	✓	✓		✓
Kellogg Creek WPCP Josh Clark Operations 971.804.5792 jclark2@clackamas.us	Modifications to existing facilities including, RS pumps, RAS/WAS, blower, flow control gate, ABs, electrical upgrades. 2 GMPs. 98% complete and forecast to finish \$900K under budget.	CM/GC	Original: \$ 18,560,759 Projected: \$ 17,660,000	0	on-going	✓	✓	✓	✓		✓
Lebanon WTP Ron Whitlatch Engineering Services Director 541.258.4918 rwhitlatch@ci.lebanon	New WTP with extensive mechanical piping, chemical systems, interconnections, process equipment, and yard piping. Increase in contract value due to Owner added scope.	CM/GC	Original: \$ 26,398,170 Complete: \$ 28,202,635	42	yes		✓	✓		✓	✓
Oak Lodge Solids Piping Project Haakon Ogbeide Project Manager 971.413.0301 haakon@olwsd.org	Installation of RAS pump, modifications to mechanical piping, and valves. 1 change order for emergency work.	DBB	Original: \$ 218,000 Complete: \$ 290,000	1	yes	✓	✓		✓		✓
Tillamook Lift Station Upgrade Steve Fladstol Project Manager 503.812.2880 sfladstol@tillamook.com	Installation of effluent pump building, pumps, associated mechanical piping, and valves.	DBB	Original: \$ 237,921 Complete: \$ 237,921	0	yes		✓	✓	✓		✓



2020 ROSE Award Winner

Slayden was a first place winner of the 2020 Rose Award, Utility Infrastructure Division. This award was bestowed for safety excellence by the American General Contractors (AGC), Oregon-Columbia Chapter. It recognizes chapter leaders who demonstrate safety excellence in the Pacific Northwest.

C. HISTORY OF PERFORMANCE, CLAIMS, AND DISPUTES

FINANCIAL STRENGTH

Slayden has the financial strength and capability to complete the Sandy Wastewater Treatment Plant. We have established a reputation in the Pacific Northwest for executing large complex projects on time and within budget. We are a strong and viable company. Our revenue for the last three years is below:

2020: \$81,810,000

2019: \$95,000,000

2018: \$83,500,000

Our business license number for the City of Sandy is #3734 and we will comply with any Transit Payroll Tax Requirements.

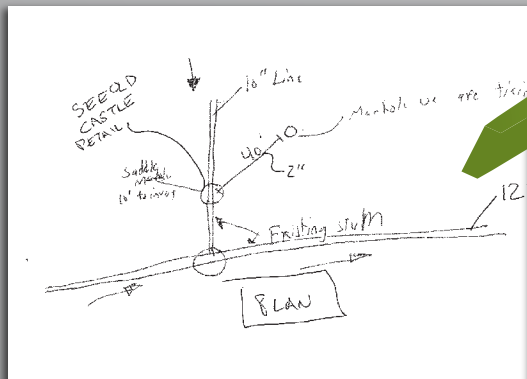
CLAIMS & DISPUTE MITIGATION

We do not have any current, pending, or completed project related litigation. Our approach to claims and disputes is simple – never have one. Of course, accomplishing this is a little more complicated and

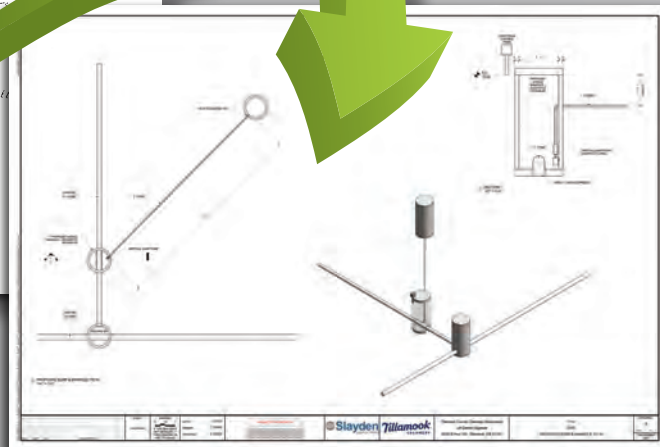
requires a total focus on avoidance and mitigation instead of building a claim. We take a very proactive approach in the management of projects by finding potential issues before work begins. This allows a mitigation strategy to be developed and implemented in advance to minimize issues. When issues do occur we always put a focus on what is best for the project. This project first mentality requires transparency as soon as a problem is encountered, allowing both the Owner and Designer input to help solve the problem.

SLAYDEN'S SAFETY RECORD

Safety is our number one priority. This is a deeply held belief at Slayden and we are dedicated to keeping everyone involved in your project out of harm's way. This means setting clear expectations regarding health and safety requirements and encouraging every level of staff to take ownership. Our commitment to safety is exemplified by our EMR rating. **Slayden's EMR rating is .86, significantly below industry standard.** We can also confirm that we have **not had an OSHA violation in the past 24 months.**



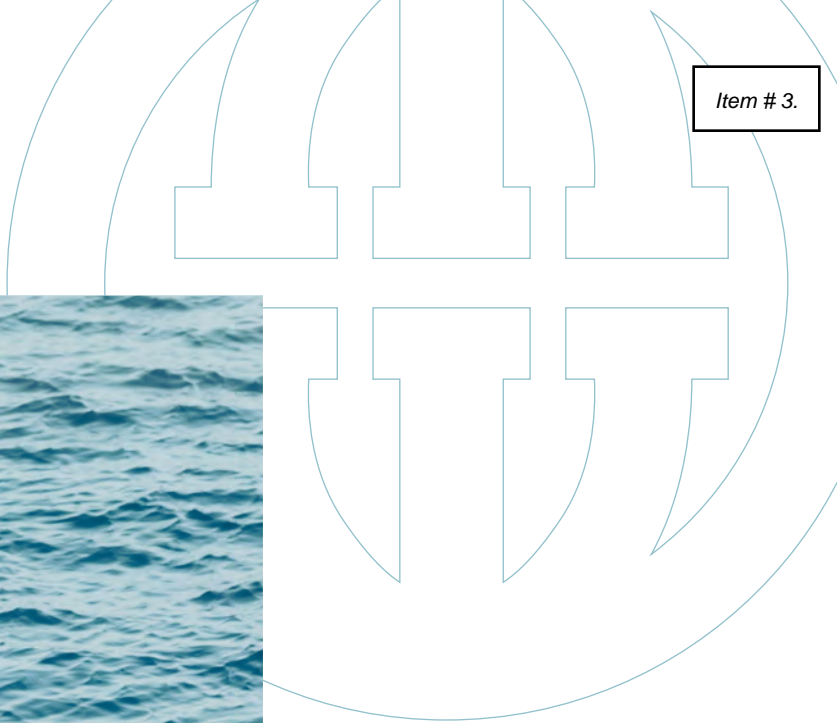
Tillamook Creamery Lift Station
From Sketch to Implementation



BRINGING VALUE THROUGH DIGITAL DELIVERY

Due to the fast-paced nature of this project we do not expect to receive 100% design documents until after the project begins. On alternative delivery projects with short construction windows, many times drawings will be more like sketches than actual design documents. In these cases, the use of Building Information Modeling (BIM) can be beneficial. Slayden has an efficient digital delivery department that we can utilize as needed. We have learned that it is often more efficient for the contractor to develop only the minimum drawings necessary to expedite the procurement process. **Our BIM department can quickly convert an idea to a model that provides clear communication of concept, utilization for submittals and materials release, and visualization for construction.** For example, if we are given a P&ID and a verbal description of how pipe is to travel from one area to another, we can quickly generate a 3D drawing which can then be utilized to develop shop drawings for the pipe procurement as well as the pipe supports.

Our virtual construction department is not a profit center, but a support department which allows designers to focus on the process while Slayden focuses on the means of achieving your project goals. As you did not specifically request that the cost for digital delivery be included in our preconstruction services estimate, it is not incorporated into our cost proposal at this time. However, we would love to discuss this versatile option with you if we are selected as your CM/GC.

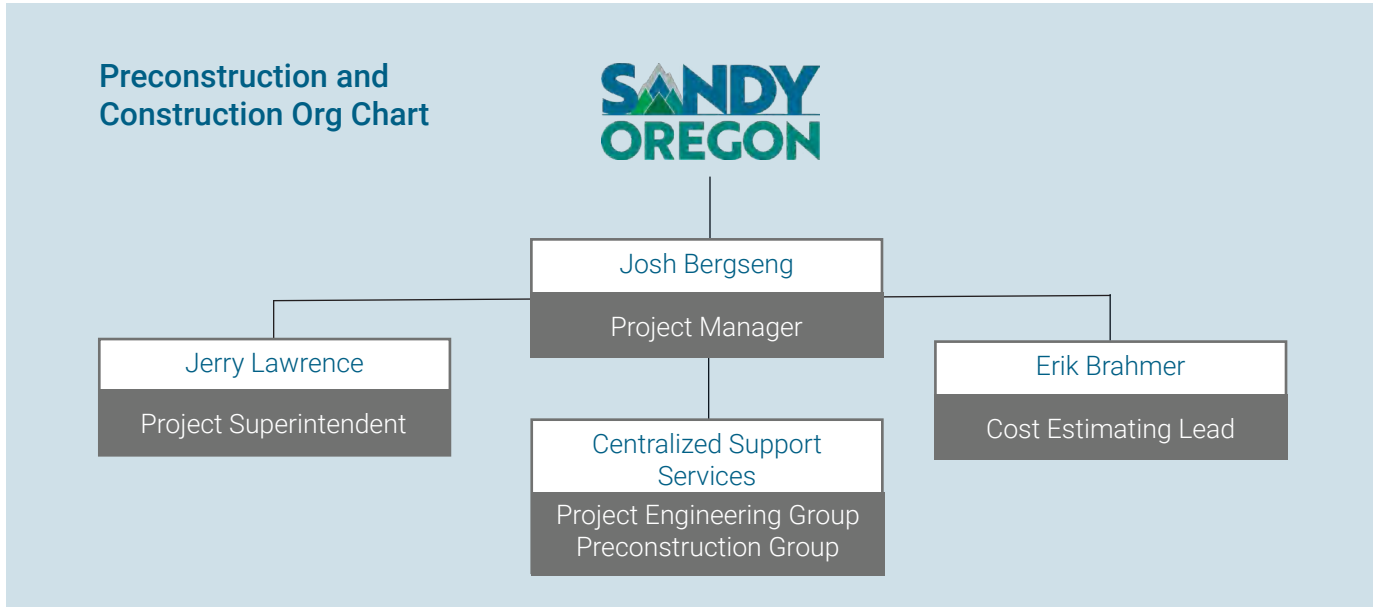


PROJECT TEAM

04. PROJECT TEAM

A. ORGANIZATION CHART

Our team has a diverse background in CM/GC that supports creative and disciplined preconstruction activities. We also have the construction experience to ensure a successful project. Our key individuals are committed from preconstruction through construction. This approach will foster continuity by allowing the team to transition into construction operations without the risk of losing valuable information gained during the preconstruction phase.



Our Superintendent Jerry Lawrence will also oversee all self-perform activities. Slayden self-performs critical path items including civil, structural concrete, metals, mechanical piping, process equipment setting, and plumbing, and we self-perform 50% or more on almost every project.

As a specialist in treatment plant construction, Slayden has an extensive database of specialty subcontractors qualified to work on treatment plants. The page limit does not allow us to list all of them, however our key subcontractor for this project will be electrical. We have had great experiences with Christenson Electric, Team Electric, and Tice Electric, all of whom would be considered candidates for this project.

Name	Proposed Role	Level of Commitment	Roles & Responsibilities
Josh Bergseng	Project Manager	Precon: 100% Construction: 100%	Single point of responsibility and contact for the project. Overall budget responsibility. Review design at all milestone deliverables for gaps, errors, omissions and overall constructability. Lead project schedule development. Develop subcontract and procurement plan. Contribute constructability suggestions and provide VE solutions based on experience with similar projects. Lead/coordinate client participation and integrate activities between design, construction, and staff including budget, schedule, sequencing, and reviews. Oversee daily compliance with schedule, quality, safety, and budget.
Jerry Lawrence	Project Superintendent	Precon: 100% Construction: 100%	Manage staff including self-perform and subcontractors to ensure schedule is maintained. Oversee safety and quality of overall project. Participate in partnering sessions, design reviews, project phasing, and schedule development, and provide input during VE sessions and constructability reviews. Participate in subcontractor outreach and prequalification.
Erik Brahmer	Cost Estimating Lead	Precon: 20% Construction: 5%	Oversee budget, value engineering, and cost reviews to provide best value for project scope. Provide estimates and create GMPs. Prepare bid packages, vendor scope reviews, and estimate self-perform scopes of work.

B. PROJECT TEAM

Our proposed team has decades of experience managing water and wastewater projects in the Pacific Northwest. They work closely with the Owner, Designer, subcontractors, and other key team members to build lasting, quality solutions to water treatment. Josh, Jerry, Erik, and the rest of the team will be cognizant of your priorities, which include managing your project on an accelerated schedule and searching for cost saving alternatives in both preconstruction and construction.

JOSH BERGSENG

PROJECT MANAGER



Josh is an experienced project manager with over 15 years of service in the construction industry. He considers collaboration and clear communication the key to success and has a versatile background in residential, commercial, heavy civil, treatment plants, and industrial fields, and has managed projects in size from \$300K to \$80M. He provides key coordination between parties including subcontractors, suppliers, Owners, and Designers as well as cost and production tracking. He has managed municipal wastewater projects that include electrical and HVAC, and is able to lead projects with facilities currently in use.

Josh is currently working on the Kellogg Creek project. He will be available and 100% committed March 1, 2021.

References:

- 1) Josh Clark, Operations, Water Environmental Services, Kellogg Creek WPCP, 971.804.5792, jclark2@clackamas.us
- 2) Haakon Ogbeide, Project Manager, Oak Lodge Water Services Dept, Oak Lodge Solids Piping Project, 971.413.0301, haakon@olwsd.org

JERRY LAWRENCE

PROJECT SUPERINTENDENT



Jerry has been involved in the construction industry since he was 16 years old, when he began working at his father's construction company. Since then, he worked his way up from a general laborer to superintendent. He currently has over 20 years in the field, 16 of which are with Slayden. Jerry is well-known for his work ethic and attention to detail, and has a history of building strong relationships with Owners, subcontractors, inspectors, and Designers. Jerry is driven to ensure quality and excellence in his work and the work of those around him, and will make sure your project is done right.

Jerry is currently working at the Geren Island WTP and is available to start on Sandy WWTP immediately.

References:

- 1) Jesse Prince, Lead Project Inspector, City of Salem, 503.339.4396, jprince@cityofsalem.net
- 2) Benny Sullivan, Maintenance Coordinator, City of Hillsboro, 503.410.8639, benny.sullivan@hillsboro-oregon.net

ERIK BRAHMER

COST ESTIMATING LEAD



Erik has a thorough understanding of preconstruction services and facility construction, working in the field as a project engineer on the CM/GC Willow Lake WPCF Headworks and Primary Treatment project and the CM/GC Newport Water Filtration Facility. He has also been involved in more than 150 hard bid estimates and maintains a historical database of all our projects. Erik's recent relevant and similar experience includes Spokane Riverside Park Project (7 GMPs totaling \$176M); JWC WTP Expansion (2 EWAs and 2 GMPs totaling \$27M); and the Lebanon WTP Project with Carollo (2 GMPs totaling \$26M).

Erik handles estimates as needed for multiple Slayden projects. He expects a time commitment of 20% to the Sandy Wastewater Treatment Plant during the preconstruction phase, and 5% during construction.

References:

- 1) Ron Whitlatch, Engineering Services Director, City of Lebanon, Lebanon WTP, 541.258.4918, rwhitlatch@ci.lebanon
- 2) John Kennedy, Consultant Project Manager City of Salem, Geren Island WTP, 503.434.3681, jkennedy@cityofsalem.net

CENTRALIZED SUPPORT SERVICES

Slayden offers centralized support services for project engineering and preconstruction, ensuring that your specific project needs are handled by someone with extensive experience without the price tag of a dedicated team member.

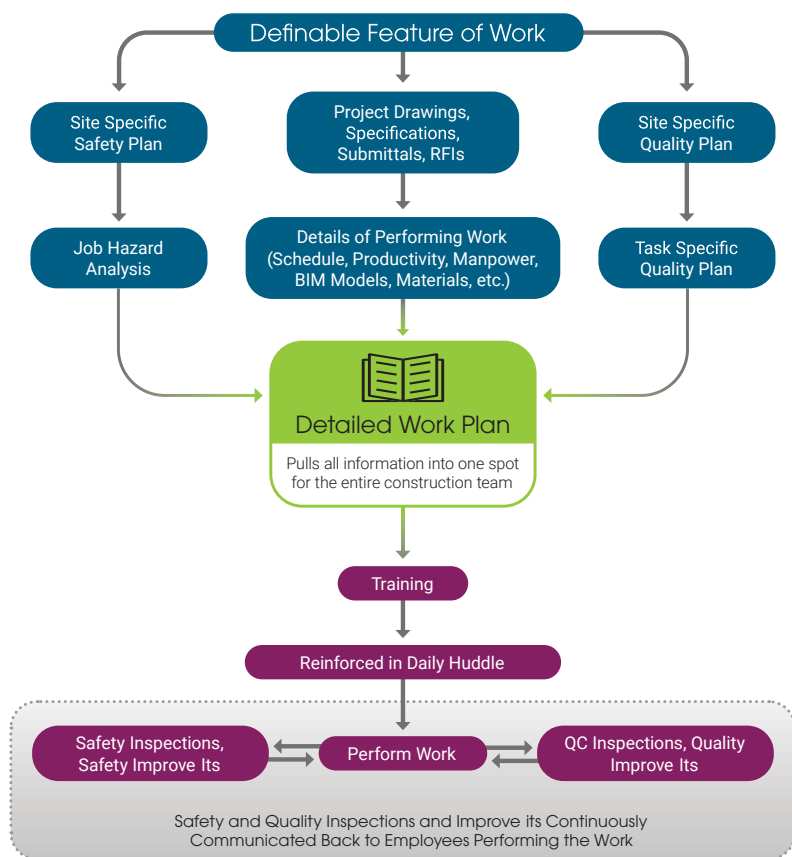
Project Engineering Support

Project Manager Josh Bergseng will lead and coordinate with our project engineering support team. Highly experienced with water and wastewater projects, this team is invaluable in both the preconstruction and construction phases of your project. During preconstruction, our project engineering team will provide meaningful feedback in partnering sessions, design reviews, project phasing, and scheduling development. They will also provide input during value engineering sessions and constructability reviews, and assist project management with scope development and procurement. During construction, the team supports project management through submittal reviews, expediting deliveries, preparing RFIs, change management, and digital collaborative delivery (BIM) coordination. They can also assist with O&Ms and closeout.

Preconstruction Support

In addition to our Project Manager Josh Bergseng, Project Superintendent Jerry Lawrence, and Cost Estimating Lead Erik Brahmer, your project will have the extensive experience of our preconstruction team to lean on, ensuring decisions made at this critical stage are truly the best ones for your wastewater treatment plant. Preconstruction encompass a wide range of services essential to your project.

WORK PLAN FLOW CHART



PROCESSES TO ENSURE PROJECT SUCCESS

Before work commences, Slayden will establish a series of processes including safety, quality, schedule, procurement, and submittals, and ensure that all team members adhere to the agreed-upon workflow. This creates a clear procedure and reduces the chances of miscommunication, confusion, and mistakes. These procedures, along with work product including project drawings, submittals, schedules, and specifications, will be compiled into one master work plan. Also included in the work plan will be a health and safety plan created by our safety manager specifically for your job site, and a quality plan that covers both the overall project and the specific tasks required to construct it.

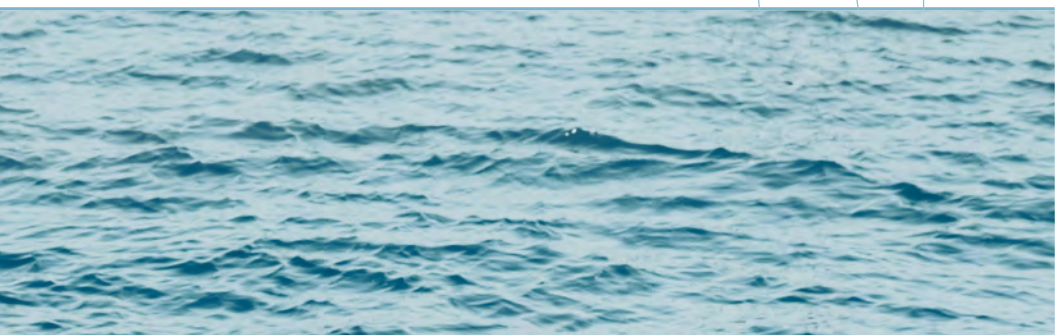
This master work plan will create one easy resource for everyone on the team, including the City and your Designer. Information within the work plan will be reinforced by serving as topics for training in the future.

C. RESUMES

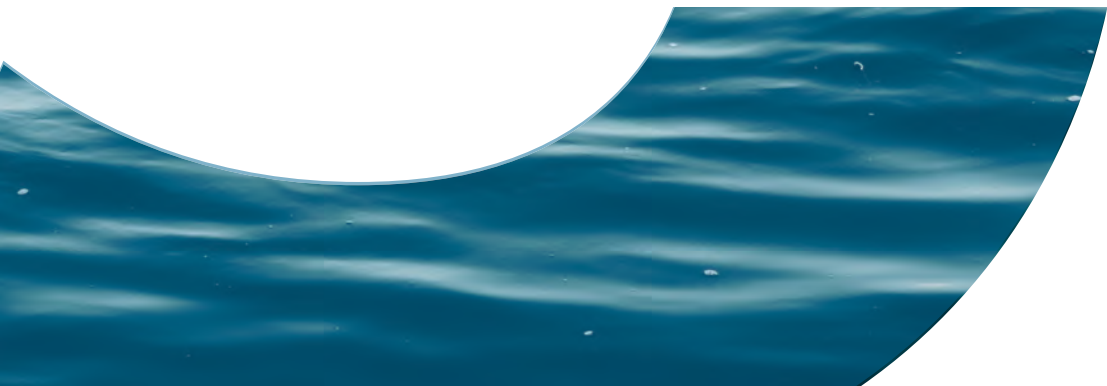
Resumes for our key personnel can be found in the *Appendix*.

We have been impressed with their management skills, starting with preconstruction where they performed value engineering that reduced costs, led procurement with detailed bid packages that brought our project qualified subcontractors and manufacturers, and produced a schedule that would get our project completed on time. Slayden has continued this into the construction phase by managing the work to stay on schedule.

– Randy Rosane, Project Manager, Water Environmental Services



REFERENCES



05. REFERENCES

* Additional references provided in Section B – Specialized Experience

Kellogg Creek WPCP, Milwaukie, OR

This \$18M CM/GC project reclaimed lost hydraulic capacity and provided reliability for the treatment facility while addressing goals to reduce noise, odor, and energy usage. The extensive renovations required for the existing facilities were constructed in and around an active treatment plant and in a constrained site adjacent to a heavily used park. Scope of work included yard utility and pavement improvements, sludge pumping systems, concrete hydraulic structures, and modifications to the hypochlorite and sodium bisulfate chemical storage and feed systems. The work included bypass systems, replacement of VFDs, and new raw sewage pumps as well as significant electrical capacity upgrades.

REFERENCE: Josh Clark, Operations, Water Environmental Services, Kellogg Creek WPCP, 971.804.5792, jclark2@clackamas.us

Lebanon WTP, Lebanon, OR

This \$28M CM/GC project for the City of Lebanon included both preconstruction and construction services. The Lebanon Water Treatment Plant included a 1,050 CY concrete intake facility located on the bank of the South Santiam River, a 1,400-sf pre-engineered metal building to house the equipment to power the intake facility, and a pre-engineered 14,000-sf building to enclose the membrane filtration system, water treatment chemical systems, electrical room, process equipment, feed and finished water pumps, and administration offices. Other scope included a new 170-ft by 56-ft concrete settling basin and two glass fused to steel bolted water storage tanks able to hold 25,000 gallons of raw water and 434,400 gallons of finished water.

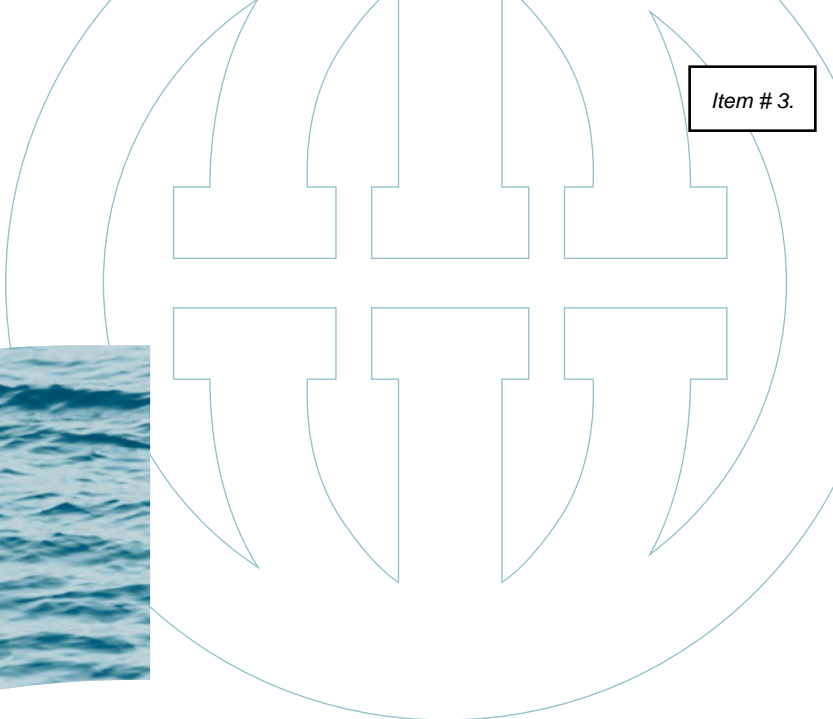
REFERENCE: Ron Whitlatch, Engineering Services Director, City of Lebanon, Lebanon WTP, 541.258.4918, rwhitlatch@ci.lebanon

Tillamook Lift Station Upgrade, Tillamook, OR

This lift station upgrade for Tillamook Creamery included installation of an effluent pump building, pumps, associated mechanical piping, and valves. The existing lift station was demolished, and there was a partial demolition of existing dry well and wet well and complete mechanical demolition.

Slayden self-performed installation of a new pre-cast wet well within the existing dry and wet wells. We installed a new valve vault and flow meter vault, two new influent pumps, and mechanical piping to connect pumps to the existing tie-in point. Slayden also self-performed the design and construction of the mechanical piping and the lift station building.

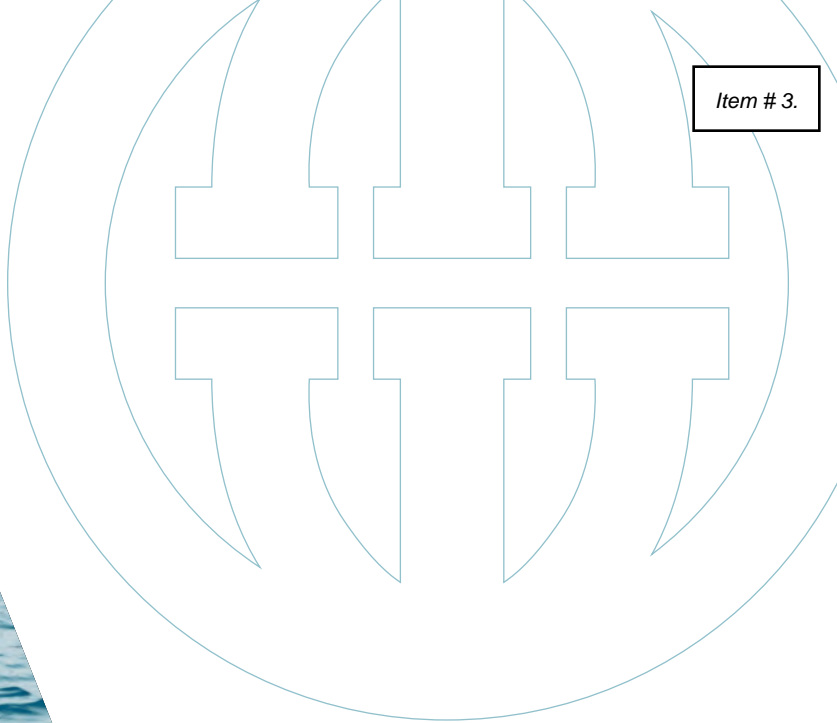
REFERENCE: Steve Fladstol, Project Manager, Tillamook, 503.812.2880, sfladstol@tillamook.com



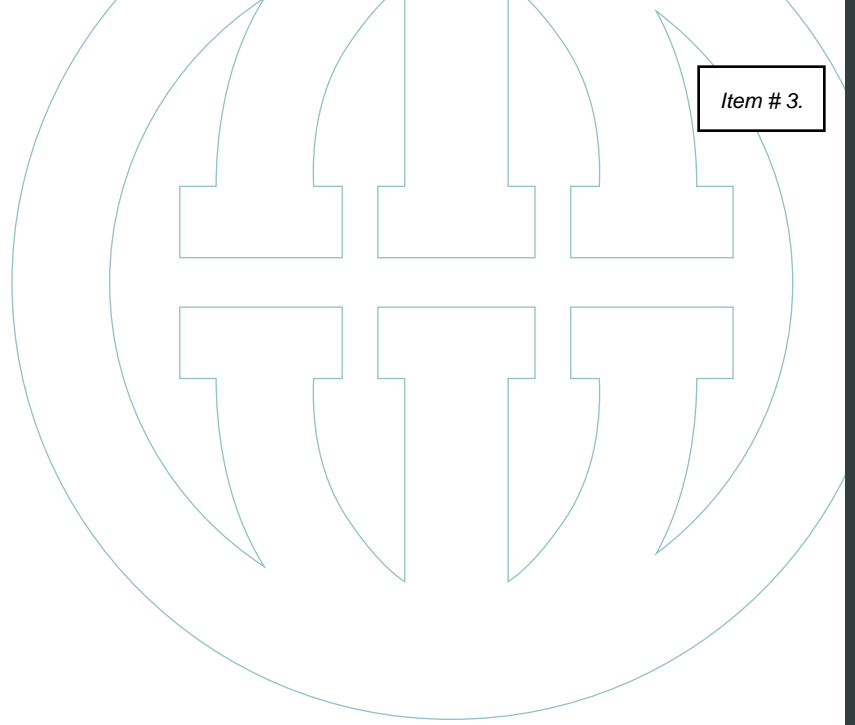
PRICE PROPOSAL

06. PRICE PROPOSAL

CM/GC Services for Sandy Wastewater Treatment Plant Improvements Price Proposal							
1) CM/GC Fee per Item #6 of Section 8 of Request for Qualifications						6.50%	
Note: This Fee assumes Oregon Corporate Activities Tax (CATax) is reimbursable. If not then add 0.39% to Fee above.							
2) Preconstruction Services Fee per Item #6 of Section 8 of Request for Qualifications						\$39,457.00	
Slayden Preconstruction Services NTE Breakdown							
Date: 12-Jun-20							
Part	Item/Description	Project Manager	Supt.	Estimating	Contracts	Total Labor Hours	Other Direct Costs
		Josh Bergseng	Jerry Lawrence	Erik Brahmer	Gail Sullivan		
A	PROJECT MANAGEMENT						
	3.1.0 Kickoff meeting	1	1	1		3	
	3.1.1 Biweekly Meetings: 3/1/2021 - 7/23/2021	15	10			25	
	Sub-Total	16	11	1	0	28	\$ -
B	GMP 1 - Headworks, Temp. Conduit						
	3.1.2 Construction Procurement Plan	1		1		2	
	3.1.3 Constructability Reviews	1	1			2	
	3.1.4 Construction Cost Estimates / Procurement / Bid Packages	8	1	32	6	47	\$ 450.00
	3.1.5 Construction Phasing and Site Safety	2	1			3	
	3.1.6 Construction Plan	2	2			4	
	3.1.7 Project Master Schedule	3	2			5	
	3.1.8 Risk Management	2	2			4	
	3.1.9 Final Plan Review	2	2			4	
	3.1.10 GMP Proposal	0	0	0		0	
	Sub-Total	21	11	33	6	71	\$ 450.00
C	GMP 2 Through 5 (Includes tasks listed in GMP 1 above)						
	3.1.3.1 GMP 2 - Storm, Secondary Clarifier, ASSB Walkways, etc.	21	11	33	6	71	\$ 450.00
	3.1.3.2 GMP 3 - Aeration Basin, Blower Replacement, UV System	19	11	33	6	69	\$ 450.00
	3.1.3.2 GMP 4 - Chemical Feed System Improvements	17	11	33	6	67	\$ 450.00
	3.1.3.2 GMP 5 - Electrical and SCADA	16	2	18	4	40	\$ 450.00
	Sub-Total	73	35	117	22	247	\$ 1,800.00
	Total Hours	110	57	151	28	346	\$ 2,250.00
	Hourly Rate	118.00	112.00	105.00	71.00		
						Labor Total	Total ODCs
	Total Preconstruction costs (Total Hours x Hrly Rate)	\$12,980.00	\$6,384.00	\$15,855.00	\$1,988.00	\$37,207.00	\$ 2,250.00



APPENDIX



APPENDIX: Addendums





For the Construction Manager / General Contractor of

**WASTEWATER TREATMENT PLANT CONDITION
ASSESSMENT IMPROVEMENTS**

**ADDENDUM NO. 1
FEBRUARY 4, 2021**

Addendum No. 1 to the plans, specifications, and/or bid documents for the above referenced Project is a part of the Contract Documents and as such, supersedes anything within the Contract Documents with which it may conflict.

- A. The attached sheet indicates attendees at the Mandatory Pre-Proposal Site Visit.**
- B. The following questions and answers were exchanged during the Site Visit:**

Q: Will the City's integrator be under this project?

A: The Automation Group (TAG) is currently under the Design Consultant contract but they may be named as a predetermined team member of the CM/GC. This would be done by amendment.

Q: Will longer lead items, such as the Chemical Feed Skids, be identified?

A: Any longer lead items will be identified during the Preconstruction phase and, if necessary, the City has committed to prepurchase any longer lead items.

Q: Can the aeration basins be isolated for the work?

A: Yes, during the dry-season, the dry-season flows should permit work on the basin. Coordination between the WWTP staff, CM/GC, and designer during Preconstruction will help plan for these improvements while keeping the plant in operation.

Q: Can the City explain the balance between self-performance versus cost-competitive bids?

A: Since CM/GC is an open-book process, the City reserves the right to have the CM/GC develop work packages and solicit bids (either informally or formal RFPs) for any proposed self-performed work that does not seem cost-competitive. The proposers should look at the Contract Documents for additional clarification.

Q: What outreach is needed to COBID-certified firms?

A: Because this project is funded by a Clean Water State Revolving Fund (CWSRF) loan, good-faith outreach efforts are required per CWSRF requirements. Please see the CWSRF requirements.

All proposers are required to provide evidence of the receipt of and acceptance of this Addendum No. 1 with their proposal. Signing in the space provided below and submitting the signed Addendum with the proposal satisfies this requirement.

If your proposal has been sent prior to the receipt of this Addendum and after reviewing the Addendum you still want to propose, place the signed Addendum or other written evidence of acceptance of the proposal changes into a sealed envelope. Mark the sealed envelope with "PROPOSAL MODIFICATIONS" and the "PROPOSAL NAME." The envelope must be delivered to the same office as the original proposal prior to the proposal closing time.

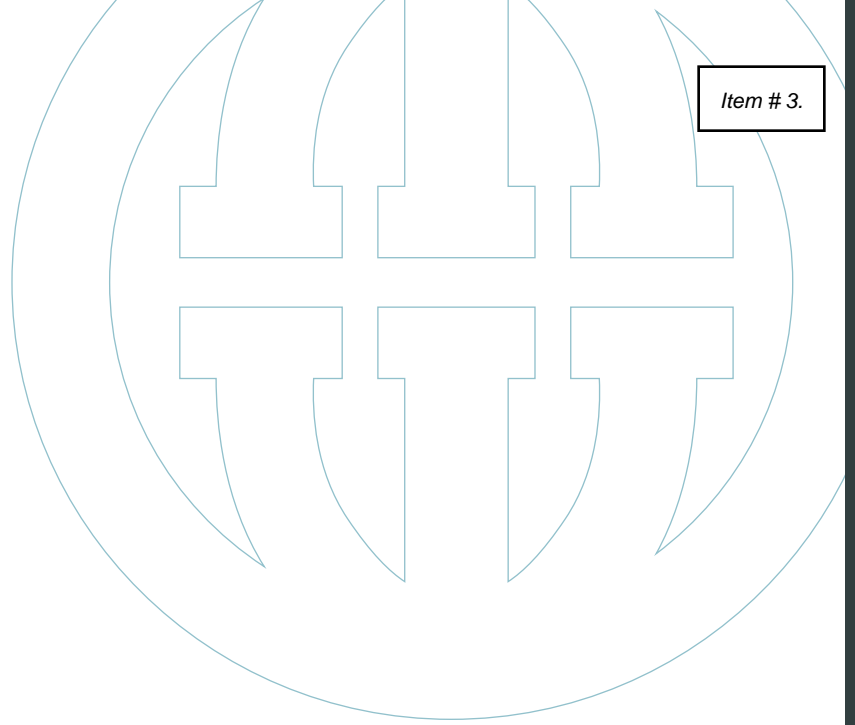
Receipt acknowledged and conditions agreed to this 5th day of February, 2021.

NAME OF FIRM:

Slayden Constructors Inc

SIGNATURE: 

DATE: February 5, 2021



APPENDIX: Bonding Capacity Letter





February 9, 2021

City of Sandy, OR
39250 Pioneer Blvd.
Sandy, OR 97055

Re: Slayden Constructors, Inc.
RFP: Sandy Wastewater Treatment Plant Condition Assessment Improvements Project

To Whom It May Concern:

Berkshire Hathaway Specialty Insurance Company, XL Specialty Insurance Company, and Argonaut Insurance Company, have provided surety credit to Slayden Constructors, Inc., acting as co-sureties currently has bonding capacity on individual projects of \$250,000,000 and a total program capacity of \$1,000,000,000 for Slayden Constructors, Inc.

Berkshire Hathaway Specialty Insurance Company is rated "A++" (Superior) with a financial size category of XV (\$2 billion +) by AM Best and has a US Treasury Limit exceeding \$348 million. XL Specialty Insurance Company is rated "A+" (Superior) with a financial size of XV (\$2 billion +) by A.M. Best and has an US Treasury Limit exceeding \$200 million. Argonaut Insurance Company is rated A- (Excellent) financial size category of XIV (\$2 billion) by AM Best and has a US Treasury Limit exceeding \$95 million. The sureties are authorized to do business in the state of Oregon.

Slayden Constructors, Inc. has a minimum bonding capacity of at least \$3,000,000 available for this project for performance and payment bonds.

If Slayden Constructors, Inc. is awarded a contract for the referenced project and requests that we provide the necessary Performance and/or Payment Bonds, we will be prepared to execute the bonds subject to our acceptable review of the contract terms and conditions, bond forms, appropriate contract funding and any other underwriting considerations at the time of the request.

Our consideration and issuance of bonds is a matter solely between Slayden Constructors, Inc. and ourselves, and we assume no liability to third parties or to you by the issuance of this letter.

We trust that this information meets with your satisfaction. If there are further questions, please feel free to contact our office.

Sincerely,

Berkshire Hathaway Specialty Insurance Company
XL Specialty Insurance Company
Argonaut Insurance Company

Jaquanda Martin
Jaquanda Martin, Attorney-in-Fact





19481

Power Of Attorney

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY NATIONAL INDEMNITY COMPANY / NATIONAL LIABILITY & FIRE INSURANCE COMPANY

Know all men by these presents, that **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at One Lincoln Street, 23rd Floor, Boston, Massachusetts 02111, **NATIONAL INDEMNITY COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at 3024 Harney Street, Omaha, Nebraska 68131 and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Connecticut and having an office at 100 First Stamford Place, Stamford, Connecticut 06902 (hereinafter collectively the "Companies"), pursuant to and by the authority granted as set forth herein, do hereby name, constitute and appoint: **Wayne McVaugh, Sara Owens, Patricia Rambo, Jaquanda Martin, George Gionis, Cathy H. Ho, Vicki Johnston, Kaitlyn Malkowski, 1650 Market Street, Suite 1000 of the city of Philadelphia State of Pennsylvania**, their true and lawful attorney(s)-in-fact to make, execute, seal, acknowledge, and deliver, for and on their behalf as surety and as their act and deed, any and all undertakings, bonds, or other such writings obligatory in the nature thereof, in pursuance of these presents, the execution of which shall be as binding upon the Companies as if it has been duly signed and executed by their regularly elected officers in their own proper persons. This authority for the Attorney-in-Fact shall be limited to the execution of the attached bond(s) or other such writings obligatory in the nature thereof.

In witness whereof, this Power of Attorney has been subscribed by an authorized officer of the Companies, and the corporate seals of the Companies have been affixed hereto this date of December 20, 2018. This Power of Attorney is made and executed pursuant to and by authority of the Bylaws, Resolutions of the Board of Directors, and other Authorizations of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, which are in full force and effect, each reading as appears on the back page of this Power of Attorney, respectively. The following signature by an authorized officer of the Company may be a facsimile, which shall be deemed the equivalent of and constitute the written signature of such officer of the Company for all purposes regarding this Power of Attorney, including satisfaction of any signature requirements on any and all undertakings, bonds, or other such writings obligatory in the nature thereof, to which this Power of Attorney applies.

BERKSHIRE HATHAWAY SPECIALTY
INSURANCE COMPANY,

By: _____
David Fields, Executive Vice President



NATIONAL INDEMNITY COMPANY,
NATIONAL LIABILITY & FIRE INSURANCE COMPANY,

By: _____
David Fields, Vice President

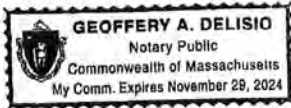


NOTARY

State of Massachusetts, County of Suffolk, ss:

On this 20th day of December, 2018, before me appeared David Fields, Executive Vice President of BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY and Vice President of NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, who being duly sworn, says that his capacity is as designated above for such Companies; that he knows the corporate seals of the Companies; that the seals affixed to the foregoing instrument are such corporate seals; that they were affixed by order of the board of directors or other governing body of said Companies pursuant to its Bylaws, Resolutions and other Authorizations, and that he signed said instrument in that capacity of said Companies.

[Notary Seal]



Notary Public

I, Ralph Tortorella, the undersigned, Officer of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is in full force and effect and has not been revoked, IN TESTIMONY WHEREOF, see hereunto affixed the seals of said Companies this February 9, 2021.



Officer

BHSIC, NICO & NLF POA (2018)

To verify the authenticity of this Power of Attorney please contact us at: BHSI Surety Department, Berkshire Hathaway Specialty Insurance Company, One Lincoln Street, 23rd Floor Boston, MA 02111 | (770) 625-2516 or by email at Lemiter-Porter@bhspecialty.com. THIS POWER OF ATTORNEY IS VOID IF ALTERED. To notify us of a claim please contact us on our 24-hour toll free number at (855) 453-9675, via email at claims.notice@bhspecialty.com, via fax to (617) 507-8259, or via mail.

**BERKSHIRE HATHAWAY SPECIALTY
INSURANCE COMPANY**

1314 Douglas Street, Suite 1400, Omaha, Nebraska 68102-1944

ADMITTED ASSETS *

	<u>12/31/2019</u>	<u>12/31/2018</u>	<u>12/31/2017</u>
Total invested assets	\$ 5,172,183,338	\$ 4,313,185,189	\$ 4,516,104,907
Premium & agent balances (n	368,086,012	301,849,144	297,141,264
All other assets	127,524,677	140,930,406	137,220,394
Admitted Assets	<u>\$ 5,667,794,027</u>	<u>\$ 4,755,964,739</u>	<u>\$ 4,950,466,565</u>

LIABILITIES & SURPLUS *

	<u>12/31/2019</u>	<u>12/31/2018</u>	<u>12/31/2017</u>
Loss & loss exp. unpaid	\$ 634,745,558	\$ 463,103,223	\$ 327,823,391
Unearned premiums	314,117,549	241,835,588	209,113,536
All other liabilities	744,738,458	570,628,148	663,892,150
Total Liabilities	<u>1,693,601,565</u>	<u>1,275,566,959</u>	<u>1,200,829,077</u>
Total Policyholders' Surplus	<u>3,974,192,463</u>	<u>3,480,397,780</u>	<u>3,749,637,488</u>
Total Liabilities & Surplus	<u>\$ 5,667,794,028</u>	<u>\$ 4,755,964,739</u>	<u>\$ 4,950,466,565</u>

* Assets, liabilities and surplus are presented on a Statutory Accounting Basis as promulgated by the NAIC and/or the laws of the company's domiciliary state.



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Power of Attorney
XL Specialty Insurance Company
XL Reinsurance America Inc.

THIS IS NOT A BOND NUMBER
LIMITED POWER OF ATTORNEY
XL 1611926

KNOW ALL MEN BY THESE PRESENTS: That XL Specialty Insurance Company, a Delaware insurance companies with offices located at 505 Eagleview Blvd., Exton, PA 19341, and XL Reinsurance America Inc., a New York insurance company with offices located at 70 Seaview Avenue, Stamford, CT 06902, do hereby nominate, constitute, and appoint:

Elizabeth Marrero, Wayne G. McVaugh, Patricia A. Rambo, Sara Owens, Kimberly G. Sherrod, Joanne C. Wagner, Cathy Ho, Vicki Johnston, George Gionis, Kaitlyn Malkowski, Jaquanda Martin, Lori S. Shelton

each its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed \$100,000,000.00.

Such bonds and undertakings, when duly executed by the aforesaid Attorney (s) - in - Fact shall be binding upon each said Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

The Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of each of the Companies on the 26th day of July 2017.

RESOLVED, that Gary Kaplan, Daniel Riordan, Maria Duhart, Gregory Boal and Kevin Mirsch are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that Gary Kaplan, Daniel Riordan, Maria Duhart, Gregory Boal and Kevin Mirsch each is hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, the XL SPECIALTY INSURANCE COMPANY has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this December 31st, 2020.

XL SPECIALTY INSURANCE COMPANY

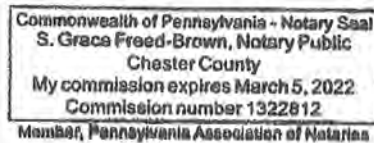


by:
Gregory Boal, VICE PRESIDENT

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

Attest:
Kevin M. Mirsch, ASSISTANT SECRETARY

On this 31st day of December, 2020, before me personally came Gregory Boal to me known, who, being duly sworn, did depose and say: that he is Vice President of XL SPECIALTY INSURANCE COMPANY, described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to the aforesaid instrument is such corporate seals and were affixed thereto by order and authority of the Boards of Directors of said Companies; and that he executed the said instrument by like order.



S. Grace Freed-Brown, NOTARY PUBLIC

SB0042

Page 1 of 2

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STATE OF PENNSYLVANIA
COUNTY OF CHESTER

I, Kevin M. Mirsch, Assistant Secretary of XL SPECIALTY INSURANCE COMPANY, a corporation of the State of Delaware, do hereby certify that the above and forgoing is a full, true and correct copy of a Power of Attorney issued by said Companies, and that I have compared same with the original and that it is a correct transcript therefrom and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of Exton, this 9th day of February 2021.



Kevin M. Mirsch

Kevin M. Mirsch, ASSISTANT SECRETARY

IN WITNESS WHEREOF, XL REINSURANCE AMERICA INC. has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this 31st day of December, 2020.



XL REINSURANCE AMERICA INC.

by: *Gregory Boal*

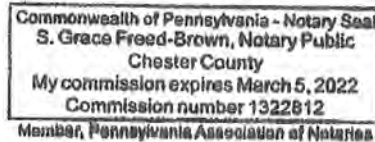
Gregory Boal, VICE PRESIDENT

Attest: *Kevin M. Mirsch*

Kevin M. Mirsch, ASSISTANT SECRETARY

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

On this 31st day of December, 2020, before me personally came Gregory Boal to me known, who, being duly sworn, did depose and say: that he is Vice President of XL REINSURANCE AMERICA INC., described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto by order and authority of the Board of Directors of said Corporation, and that he executed the said instrument by like order.



S. Grace Freed-Brown

S. Grace Freed-Brown, NOTARY PUBLIC

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

I, Kevin M. Mirsch, Assistant Secretary of XL REINSURANCE AMERICA INC. a corporation of the State of New York, do hereby certify that the person who executed this Power of Attorney, with the rights, respectively of XL REINSURANCE AMERICA INC., do hereby certify that the above and forgoing is a full, true and correct copy of a Power of Attorney issued by said Corporation, and that I have compared same with the original and that it is a correct transcript therefrom and of the whole original and that the said Power of Attorney is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of Exton, this 9th day of February 2021



Kevin M. Mirsch

Kevin M. Mirsch, ASSISTANT SECRETARY

This Power of Attorney may not be used to execute any bond with an inception date after 12/3/2022


XL SPECIALTY INSURANCE COMPANY
 STATUTORY STATEMENT OF ADMITTED ASSETS,
 LIABILITIES, CAPITAL AND SURPLUS
 December 31, 2019
 (U.S. Dollars)

Assets:		Liabilities:	
Bonds	911,024,023	Loss & loss adjustment expenses	306,587,194
Stocks	47,070,287	Reinsurance payable on paid loss and loss adjustment expenses	978,460
Cash and short-term investments	221,641,401	Unearned premiums	85,029,230
Receivable for securities	0	Ceded reinsurance premium payable	
Total Invested Assets	1,179,735,711	Funds held by company under reinsurance treaties	576,638,649
		Payable for Securities	0
		Other Liabilities	56,989,735
		Total Liabilities	1,026,223,268
Agents Balances	75,222,151	Capital and Surplus:	
Funds held by or deposited with reinsured companies	0	Aggregate write-ins for special surplus funds	
Reinsurance recoverable on loss and loss adjustment expense payments		Common capital Stock	5,812,500
Accrued interest and dividends	5,441,804	Gross paid in and contributed surplus	330,743,655
Other admitted assets	47,472,924	Unassigned surplus	(54,906,833)
Total Admitted Assets	1,307,872,590	Total Capital and Surplus	281,649,322
		Total Liabilities, Capital and Surplus	1,307,872,590

Due to the current circumstances of the Coronavirus (COVID-19) outbreak, we do not have physical access to a jurat page officer for wet signature and notarization. In lieu, we have provided electronic signature of a jurat page officer.

I, Andrew Robert Will, Vice President and Controller of XL Specialty Insurance Company (the "Corporation") do hereby certify that to the best of my knowledge and belief, the foregoing is a full and true Statutory Statement of Admitted Assets, Liabilities, Capital and Surplus of the Corporation, as of December 31, 2019, prepared in conformity with the accounting practices prescribed or permitted by the Insurance Department of the State of Delaware. The foregoing statement should not be taken as a complete statement of financial condition of the Corporation. Such a statement is available upon request at the Corporation's principal office located at 70 Seaview Avenue, Stamford, CT 06902-06040.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Corporation at Stamford, Connecticut


 Vice President and Controller

**Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606**

United States Postal Service: P.O. Box 469011, San Antonio, TX 78246

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Elizabeth Marrero, Wayne G. McVaugh, Patricia A. Rambo, Sara Owens, Joanne C. Wagner, Kimberly G. Sherrod, Marisa Thielen, Vicki Johnston, Cathy H. Ho, George Gionis, Lori S. Shelton, Kaitlyn Malkowski, Jaquanda Martin

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$95,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 8th day of May, 2017.

Argonaut Insurance Company



by:

Joshua C. Betz

Joshua C. Betz, Senior Vice President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 8th day of May, 2017 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



Kathleen M. Meek

(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 9th day of February, 2021



James Bluzard

James Bluzard, Vice President-Surety

IF YOU HAVE QUESTIONS ON AUTHENTICITY OF THIS DOCUMENT CALL (833) 820 - 9137.

FINANCIAL STATEMENT
 ARGONAUT INSURANCE COMPANY
 STATUTORY BASIS as of 12/31/2019

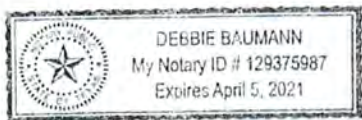
<u>ASSETS</u>		<u>LIABILITIES AND SURPLUS</u>	
CASH & INVESTED ASSETS	\$359,150,536.00	UNEARNED PREMIUMS	\$279,951,003.00
BONDS	\$849,892,572.00	LOSSES	\$473,653,148.00
STOCKS	\$603,960,156.00	LOSS ADJUSTMENT EXPENSES	\$142,367,334.00
INVESTMENT INCOME DUE AND ACCRUED	\$5,883,954.00	COMMISSIONS	-\$7,843,020.00
PREMIUM BALANCES	\$103,360,646.00	TAXES, LICENSES, AND FEES	\$13,376,634.00
NET DEFERRED TAX ASSET	\$38,388,316.00	OTHER EXPENSES	\$11,142,114.00
REINSURANCE RECOVERABLE	\$45,162,848.00	FUNDS HELD UNDER REINSURANCE TREATIES	\$105,228,622.00
OTHER ASSETS	\$44,646,911.00	CURRENT FEDERAL AND FOREIGN INCOME TAXES	\$862,931.00
TOTAL ASSETS	<u>\$2,050,445,939.00</u>	REMITTANCES AND ITEMS NOT ALLOCATED	\$1,531,874.00
		AMOUNTS WITHHELD/RETAINED BY COMPANY FOR OTHERS	\$7,409,994.00
		PAYABLES TO PARENT, SUBSIDIARIES, & AFFILIATES	\$2,042,440.00
		PAYABLE FOR SECURITIES	\$4,366,865.00
		PROVISION FOR REINSURANCE	\$16,461,981.00
		CEDED REINSURANCE PREMIUMS PAYABLE	\$41,418,748.00
		OTHER ACCRUED EXPENSES AND LIABILITIES	\$2,261,294.00
		TOTAL LIABILITIES	<u>\$1,094,231,962.00</u>
		COMMON CAPITAL STOCK	\$4,500,000.00
		GROSS PAID IN AND CONTRIBUTED SURPLUS	\$525,520,936.00
		UNASSIGNED SURPLUS	\$426,193,041.00
		TOTAL SURPLUS TO POLICYHOLDERS	<u>\$956,213,977.00</u>
		TOTAL LIABILITIES & SURPLUS	<u>\$2,050,445,939.00</u>

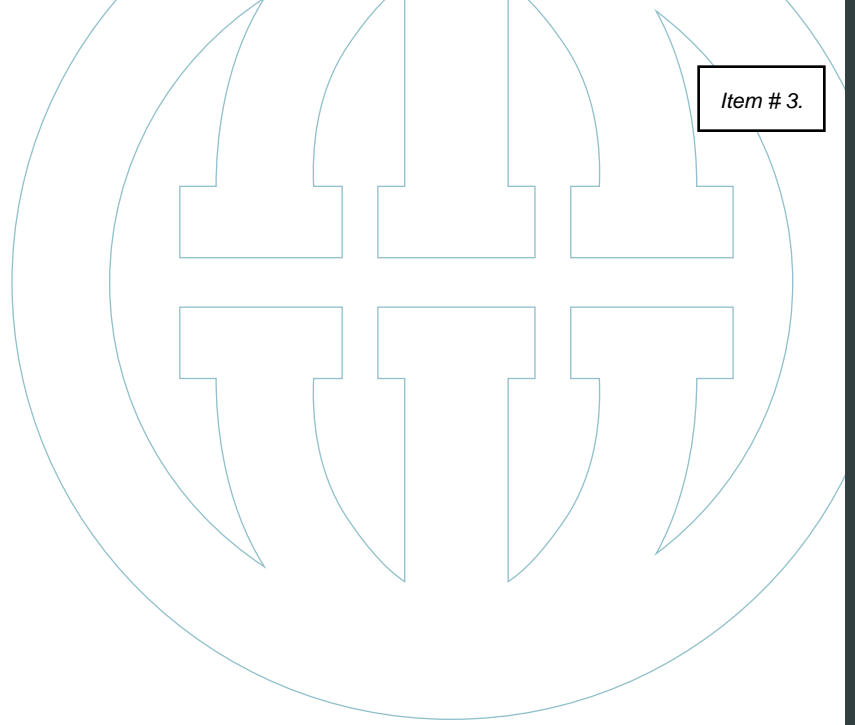
Lauren T. Welch, being duly sworn, says the she is VP US Financial Controller of Argonaut Insurance Company and that to the best of her knowledge, and belief, the foregoing statement is a true and correct statement of the financial condition of said Company as of the 31st of December, 2019.

Subscribed and sworn to before me this 1st day of May 2020

Debbie Baumann
 Notary Public

Lauren T. Welch
 Lauren T. Welch, VP US Financial Controller





APPENDIX: Resumes



JOSH BERGSENG

Project Manager



Josh is an experienced project manager with over 15 years of service in the construction industry. He has a versatile background in residential, commercial, heavy civil, treatment plants, and industrial fields. Josh manages projects in size from \$300K to \$80M. He provides key coordination between parties including subcontractors, supplies, Owners, and engineers as well as cost and production tracking.

PROJECT EXPERIENCE

Project Manager, Kellogg Creek WWTP Improvements, Water Environmental Services, Milwaukie, OR

The Kellogg Creek Facility is undergoing a major construction project which will reclaim lost hydraulic capacity, provide reliability for the treatment facility, and reduce noise, odor, and energy usage. Extensive renovations were required for the existing facilities in and around an active treatment process, which required close coordination with plant staff to minimize any impacts to operations. The project site was very constrained which presented challenges. Care had to be taken when coordinating large equipment deliveries to ensure the safety of operations crews. Josh has provided the leadership to meet these challenges by engaging in active communication with plant operations and field crews.

Project Manager, Elliott West CSO Improvements, King County, Seattle, WA

Josh was the project manager for improvements to the HVAC system in this existing facility. Scope included modifying equipment, ductwork, and presenting control strategies. Corrosion repairs included and replacement of fire sprinkler systems, coatings, pipe support modification, FRP ductwork installation and modifications to slide gate in the wet well.

Project Manager, Bellingham WTP DAF Improvements, City of Bellingham, WA

Josh was the project manager for the construction of a new pretreatment system for the Bellingham Water Treatment Plant. Scope of work included ground-up construction of two new buildings and transition of utilities from overhead to underground for the new and existing plant facilities. Self-perform work included earthwork, concrete, mechanical, and HVAC. This project also included the installation of a preselected dissolved air flotation package and sodium hypochlorite packages.

Project Manager, Burlington WWTP Improvements, City of Burlington, Burlington, WA

As Project Manager, Josh oversaw this \$1.4M installation of a new UV disinfection system, demolition of two existing clarifier mechanisms and belt filter press, and installation of two new clarifier mechanisms and a belt filter press. Self-perform elements of the work included demolition and equipment setting.

EDUCATION

BS, Construction Engineering Management, Oregon State University

REGISTRATIONS/LICENSES

USACE Certified Quality Control Manager
OSHA 30-Hour

YEARS OF EXPERIENCE

Slayden: 1
Total: 15



JERRY LAWRENCE

Project Superintendent

Jerry has been involved in the construction industry since he was 16 years old when he began working at his father's construction company. Since then, he worked his way up from a general laborer to superintendent, and currently has over 20 years in the field, 16 of which are with Slayden. Jerry is well-known for his work ethic and attention to detail and has a history of building strong relationships with Owners, subcontractors, inspectors, and engineers.

EDUCATION

Plumbing Apprenticeship Program,
Chemeketa Community College

REGISTRATIONS/LICENSES

Licensed Plumber - OR

TRAININGS/CERTIFICATIONS

ASME Section IX 6G - 316 SS GTAW, ER70
GTAW, 6011 SMAW

Forklift

MEWP

Confined Space

Rigging

Certified Rigging Trainer

CPR / First Aid

YEARS OF EXPERIENCE

Slayden: 16

Total: 20

PROJECT EXPERIENCE

Mechanical Superintendent, Geren Island WTP, City of Salem, Salem, OR

Jerry was the mechanical superintendent for this \$47M CM/GC project which included construction of an ozone production facility for use in treating seasonally-present agal toxins found raw water. The facility included an ozone/chemical building, electrical building and related site piping, and duct banks. The project also required updating the concrete, pumps, metals and electrical on the process pump station, and some bypass pumping.

Mechanical Superintendent, MWWC Increased Digestion Capacity Project, Metropolitan Wastewater Management Commission (MWWC), Eugene, OR

This \$11M hard bid project included construction of a fourth digester for the plant, replacement of the main boiler, replacement of the electrical gear to support the cogeneration system, replacement of the existing gas burner, and miscellaneous process pipe upgrades. The project also replaced the plant's sludge pump and modifications to the existing pump station.

Mechanical Superintendent, JWC Water Treatment Plant Improvements, Joint Water Commission (JWC), Forest Grove, OR

Jerry was the mechanical superintendent for this \$26.6M CM/GC project which upgraded the primary drinking water supply water treatment plant in Washington County, Oregon. These improvements were conducted in tandem with treatment plant operations, and one of JWC's top priorities was to prevent extended interruptions during the upgrade. There were two distinct construction packages which included a capacity increase from 75 MGD to 85 MGD, new solids drying beds, construction of a new surge basin and recycle pump station, two new filters, modifications to the existing sedimentation basins, large diameter piping, modifications to existing piping, and upgrades to the existing raw water pump station.



ERIK BRAHMER

Cost Estimating Lead

As Lead Estimator for Slayden, Erik's responsibilities include design constructability reviews, value engineering, preparing bid packages, vendor solicitations, vendor scope reviews, and estimating self-performed scopes of work. He has provided estimating services on over 150 water and wastewater projects in the Pacific Northwest. He is an experienced estimator and will collaborate with the entire team to ensure the best value for your project.

EDUCATION

BS, Construction Engineering Management, Oregon State University

TRAININGS/CERTIFICATIONS

USACE Quality Control
OSHA 30-Hour

YEARS OF EXPERIENCE

Slayden: 13
Total: 13

PROJECT EXPERIENCE

Lead Estimator, Geren Island WTP, City of Salem, Salem, OR

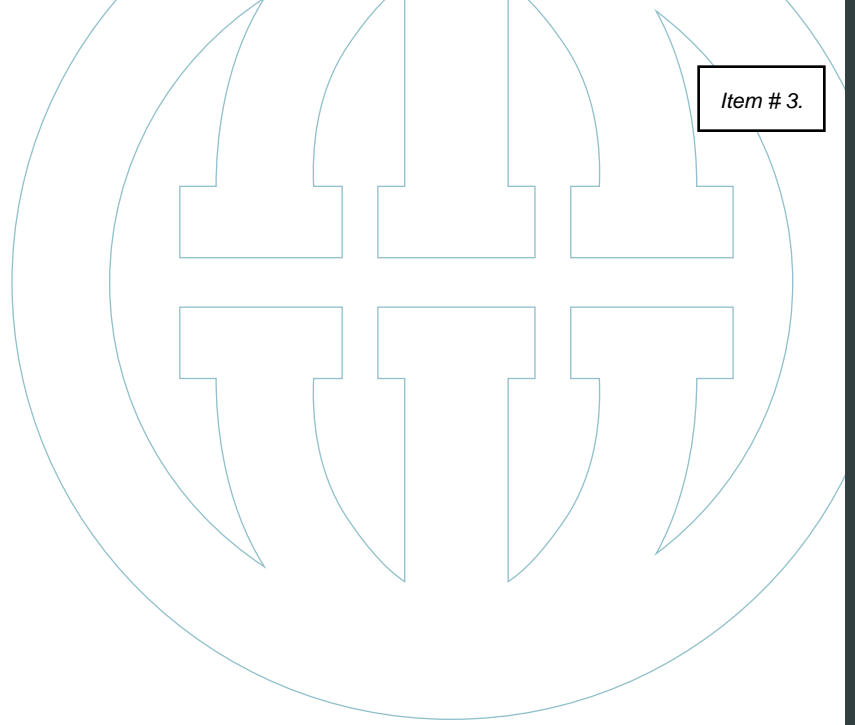
Erik was the lead estimator for this \$47M CM/GC project which included construction of an ozone production facility for use in treating seasonally-present agal toxins found raw water. The facility included an ozone/chemical building, electrical building, and related site piping and duct banks. The project also required updates to the concrete, pumps, metals, and electrical on the process pump station, and some bypass pumping.

Estimator, Lebanon Wastewater Treatment Plant, City of Lebanon, Lebanon, OR

Erik was the estimator for this \$27M CM/GC water treatment plant project which replaced the existing aged WTP located in Lebanon, Oregon. This replacement included construction of a new intake on the South Santiam River, a new raw water pump station, new water treatment plant, and raw water transmission, sewer, and storm water pipelines. The new facility will have a capacity of 4.5 MGD with the capability to be upgraded to 8 MGD.

Estimator, JWC Water Treatment Plant Expansion, Joint Water Commission, Hillsboro, OR

This \$27M CM/GC water treatment expansion was divided into two separate construction packages. The first package included life-safety improvements for the existing structures, as well as maintenance improvements. The second package was designed to increase the facility's water capacity from 75 MGD to 85 MGD to help meet the growing demands of the Washington County region. Phase 1 included the prepurchase of major process equipment, upgrades to the rapid mix system including a new chemical injection system, new settled water flow meters, repainting and repairs of piping in the filter gallery, removal and replacement of filter media in filters 1 through 12, replacement of alum metering pumps and skids, replacement of sodium hydroxide (caustic) metering pumps and skids, and anchorage and bracing improvements for existing structures and equipment. Phase 2 included the installation of pre-purchased equipment, additional upgrades to the rapid mix basin, construction of two new filters, construction of a new backwash surge basin and recycle pump station, construction of two new solids drying beds and associated piping and decant pump station improvements, upgrades to chemical systems, site yard piping, and upgrades and expansion to the WTP communications network.



APPENDIX:
Clean Water State
Revolving Fund Forms



Attachment D
Clean Water State Revolving Fund Forms and Requirements

The following attached CWSRF forms must be submitted with the proposal:

- BC 4 – Sworn Statement of Compliance
- BC 5 – Prevailing Wage Agreement
- BC 6 – List of Contacted DBE Businesses
- BC 7 – Certification of Independent Price Determinations
- BC 8 – Fair Share Objectives, Six Good Faith Efforts, Contract Administration and Contract Language
- BC 9 – Certification Regarding Lobbying Activities
- BC 10 – Disclosure of Lobbying Activities
- BC 11 – Certification of Non-segregated Facilities
- BC 13 – Debarment and Suspension
- BC 11 – Certification of Non-segregated Facilities
- BC 12 – Non-discrimination in Employment Notice to Labor unions or Other Organizations of Workers
- BC 14 – Contractors compliance statement (EO 11246)

Form BC 4



State of Oregon Department of Environmental Quality Sworn Statement of Compliance

Contact: [Regional Project Officer](#)

Sworn Statement of Compliance with Small, Women and Minority Business Utilization Requirements

To be eligible for award of this contract, each bidder must execute, and submit, as part of their proposal, and together with their bid, the following certification relating to SBE/WBE/MBE participation. The certification below shall be deemed a part of the resulting contract.

The bidder has taken the following affirmative steps in awarding subcontracts:

- (1) Include qualified small, minority and women’s businesses on solicitation lists
- (2) Insure that small, minority and women’s businesses are solicited whenever they are potential sources
- (3) Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation of small, minority and women’s businesses
- (4) Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce as appropriate.

Contract # _____

Contract Title: Sandy WWTP Improvements

Name of Company: Slayden Constructors, Inc.

Signature of Authorized Official *Jeffrey S. Garner* Date 02/16/2021

Name and Title of Signer Jeffrey Garner, President

Alternative formats

DEQ can provide documents in an alternate format or in a language other than English upon request. Call DEQ at 800-452-4011 or email deqinfo@deq.state.or.us.

Updated May 2019

Form BC 5



State of Oregon Department of Environmental Quality

Prevailing Wage Agreement

Contact: Regional Project Officer

The loan recipient, prime contractor and subcontractors all must initial and sign this form.

- The prime contractor copy must be submitted as part of the bid/proposal to the loan recipient.
- A copy of this form signed by the loan recipient and the prime contractor must be submitted with the contract copy to DEQ.
- The prime contractor must obtain a signed copy of this form from each subcontractor and retain them in the prime contractor's contract file.

The undersigned understands that this public works project is funded in whole or in part by the Clean Water State Revolving Fund and is subject to the prevailing wage requirements of Oregon's Bureau of Labor and Industry and the requirements of the Davis-Bacon Act.

[Handwritten signature]

The undersigned agrees that, notwithstanding any other provision of law, all laborers and mechanics employed on the project must be paid wages at rates not less than those prevailing on projects of a similar character in the locality, as determined by the United States Secretary of Labor, or the Commissioner of the Oregon Bureau of Labor and Industries, whichever is higher, per ORS 279C.838; OAR 839-025-0035(2).

When a public works project is subject to both the state and federal prevailing wage rate laws, contractors and subcontractors must pay the higher of either the state or federal prevailing wage rates for the type of work being performed, per ORS 279C.838; OAR 839-025-0035(2).

Davis Bacon (federal law) for Point Source Projects

[Handwritten signature]

Davis-Bacon applies to all treatment works construction projects for the entirety of the construction activities financed by a CWSRF loan through the completion of construction, no matter when construction commences.

[Handwritten signature]

The Loan Agreement includes specific Davis-Bacon terms and conditions contract language that must be passed through to the prime contractor and all subcontractors in their contracts over \$2,000.

[Handwritten signature]

The Secretary of Labor's determination, regarding the prevailing wages applicable in the state of Oregon, are located at: <http://www.wdol.gov/> The prevailing wages are those in effect at the time of contract award. Wages obtained through this web link should be printed at the time of contract award and included in procurement documents and all contracts resulting from the procurements.

[Handwritten signature]

The loan recipient or the prime contractor on behalf of the loan recipient maintains on-going wage information as a requirement of the Clean Water State Revolving Fund loan for a project subject to Davis-Bacon. The program suggests using the [wage matrix](#). You may find the [instructions](#) helpful.

[Handwritten signature]

The loan recipient conducts a wage interview at 30 percent, 60 percent and 90 percent completion, with a representative group of workers during the project construction. The loan recipient must conduct additional interviews if there is any reason to suspect a contractor or their subcontractor is at risk for

Updated September 2019

violating wage requirements. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The loan recipient must use [Standard Form 1445](#) to memorialize the interviews.

Oregon Bureau of Labor and Industry (state law)

CAJ
Bureau of Labor and Industry prevailing wage rates apply to projects over \$50,000. Oregon prevailing wage rate regulations require every contractor or subcontractor employing workers on a public works project must pay to such workers no less than the applicable prevailing rate of wage for each trade or occupation, as determined by the commissioner, in which the workers are employed, per OAR 839-025-0035.

CAJ
The wage rates identified by the Commissioner of the Oregon Bureau of Labor and Industry are available [online](#).

CAJ
The prevailing wage rates in effect at the time the bid specifications are first advertised are the Oregon wage rates that apply for the duration of the project. Prevailing wages obtained through the Bureau of Labor and Industry websites must be included in the bid solicitation and incorporated in all contracts resulting from the procurements.

CAJ
All contractors and subcontractors shall file, with the Construction Contractors Board, a \$30,000 public works bond with a corporate surety authorized to do business in this state, per ORS 279C.836. The bond must provide that the contractor or subcontractor will pay claims ordered by Bureau of Labor and Industry to workers performing labor upon public works projects. It must be filed before starting work on a contract or subcontract for the project.

Payroll/Certified Statement (form WH-38)

Form WH-38 may be used by contractors for reporting their payroll as required by ORS 279C.845 on public works projects subject to the Prevailing Wage Rate Law. This form has not been officially approved by the United States Department of Labor, however it is designed to meet the requirements of the federal Davis-Bacon Act as well. Prevailing wage rate [forms](#) are available online.

Jeffrey S. Slavin

Signature

02/16/2021

Date

President

Title

Slayden Constructors, Inc.

Company

Alternative formats

DEQ can provide documents in an alternate format or in a language other than English upon request. Call DEQ at 800-452-4011 or email deqinfo@deq.state.or.us

Form BC 6



State of Oregon Department of Environmental Quality
List of Contacted Disadvantaged Business Enterprises

Contact: [Regional Project Officer](#)

Name of Business	Certification #	Contact Person	Phone Number	Date of Contact	Reason for Non-participation
Will be completed during early work or at development of GMP					

Updated May 2019

Page 1

Name of Business	Certification #	Contact Person	Phone Number	Date of Contact	Reason for Non-participation

List of Disadvantaged Businesses Contacted

Alternative formats

Documents can be provided upon request in an alternate format for individuals with disabilities or in a language other than English for people with limited English skills. To request a document in another format or language, call DEQ in Portland at 503-229-5696, or toll-free in Oregon at 1-800-452-4011, ext. 5696; or email deqinfo@deq.state.or.us.

List of Disadvantaged Businesses Contacted

Form BC 7



State of Oregon Department of Environmental Quality
**Certificate of Independent Price
 Determination**

Contact: [Regional Project Officer](#)

The prime contractor must:

- Sign and submit this form as part of the bid/proposal to the loan recipient
- Include a signed copy in their contract
- Retain a signed copy of this form from each subcontractor

Bidder's Name: Slayden Constructors, Inc.

Address: 500 Willamette Ave, Stayton, OR 97383

a. The bid offeror certifies that:

1. The prices in this offer have been arrived at independently without, for the purpose of restricting competition, any consultation, communication or agreement with any other offeror or competitor relating to:
 - i. Those prices
 - ii. Intention to submit an offer
 - iii. Methods or factors used to calculate the prices offered
2. The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law
3. No attempt has been or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

b. Each signature on the offer is considered to be a certification by the signatory that the signatory:

1. Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
2. Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above;
3. As an authorized agent, certifies that the principals named below have not participated, and will not participate, in any action contrary to subparagraph (a)(1) through (a)(3) above; and

Updated May 2019

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- 4. As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- 5. If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

Insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization:

Full Name of Person(s) in the Offeror's Organization	Title	Date
<u>Jeffrey Garner</u>	<u>President</u>	<u>02/16/2021</u>
<u>Steve Flett</u>	<u>Project Executive</u>	<u>02/16/2021</u>
<u> </u>	<u> </u>	<u> </u>

Signature of Prime Contractor 

Alternative formats

DEQ can provide documents in an alternate format or in a language other than English upon request. Call DEQ at 800-452-4011 or email deqinfo@deq.state.or.us.

BC8



State of Oregon Department of Environmental Quality

Six Good Faith Efforts, Contract Administration and Contract Language

[Regional Project Officer](#)

This form must be completed by the loan recipient, prime contractor and any subcontractor who will further subcontract on the Clean Water State Revolving Fund project within the scope of the loan. All boxes in this attachment must be initialed and the bottom signed.

- One completed attachment for the prime contractor must be submitted as part of the bid/proposal to the loan recipient.
- One completed attachment for each subcontractor who will further subcontract must be submitted before the contract award.
- A copy of those must be included in the contract copy to DEQ, along with one attachment initialed and signed by the loan recipient.

DBE certification

All Minority Business Enterprises and Woman Business Enterprises must be certified by Oregon's [Office of Minority, Women and Emerging Small Businesses](#) or by the state in which they are located. This office administers the Disadvantaged Business Enterprise, Minority Business Enterprise/Women Business Enterprise, and Emerging Small Business programs.

Six Good-Faith Efforts

The good-faith efforts are required methods to ensure that all DBEs have the opportunity to compete for procurements funded by the Clean Water State Revolving Fund. The loan recipient and their prime contractor are required to:

1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian tribal, state and local government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they're potential sources.
2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian tribal, state and local government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
4. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.


Updated July 2020


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BC8


- 5. Use the services and assistance of the federal Small Business Administration, Minority Business Development Agency of the U.S. Department of Commerce, and the state Office of Minority, Women and Emerging Small Business.
- 6. If the prime contractor awards subcontracts, require the prime contractor to take steps one through five above.
- 7. **Native American provisions 40 CFR, Section 33.304**
The recipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.304. Any recipient, whether or not Native American, of an EPA financial assistance agreement for the benefit of Native Americans, is required to solicit and recruit Indian organizations and Indian-owned economic enterprises and give them preference in the award process prior to undertaking the six good faith efforts. If the efforts to solicit and recruit Indian organizations and Indian-owned economic enterprises is not successful, then the recipient must follow the six good faith efforts.


Contract administration

 The Loan Recipient must require its prime contractor to employ the six good faith efforts even if the prime contractor has achieved its fair share objectives.

 If a DBE subcontractor fails to complete work under the subcontract for any reason, the Loan Recipient must require the prime contractor to employ the six good faith efforts if soliciting a replacement subcontractor.

 The Loan Recipient must require its prime contractor to pay its subcontractor for satisfactory performance no more than 30 days from the prime contractor's receipt of payment from the Loan Recipient.

 The Loan Recipient must require written notification from its prime contractor prior to any termination of a DBE subcontractor for convenience by the prime contractor.

 **Specific contract language**

All contracts between the Loan Recipient and prime contractor, and prime contractor and subcontractors must include the following statement required by 40 CFR Part 33:

"The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies."

BC8

The undersigned has initialed the items above and understands the resulting responsibility for each item.

Jeffrey A. Lane

02/16/2021

Signature

Date

President

Title

Slayden Constructors, Inc.

Company

Accessibility

Alternative formats DEQ can provide documents in an alternate format or in a language other than English upon request. Call DEQ at 800-452-4011 or email deqinfo@deq.state.or.us.

Form BC 9



State of Oregon Department of Environmental Quality
Certification Regarding Lobbying Activities

Contact: [Regional Project Officer](#)
 503-229-LOAN

This form must be signed by the prime contractor and submitted by the loan recipient by the time the contract is award. A copy must be included in the contract copy to DEQ. The prime contractor must obtain a signed copy of this form from each subcontractor, and retain them in the prime contractor's contract file.

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

- (1) 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.
- (2) 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 of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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.



 Signature

02/16/2021

 Date

Alternative formats

DEQ can provide documents in an alternate format or in a language other than English upon request. Call DEQ at 800-452-4011 or email deqinfo@deq.state.or.us.

Updated May 2019

Form BC 10

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action: a. contract <input type="checkbox"/> b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (instance, first name, MI):	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)	

NOT APPLICABLE

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Form BC 11



State of Oregon
Department of
Environmental
Quality

State of Oregon Department of Environmental Quality

Certification of Non-Segregated Facilities

Contact: [Regional Project Officer](#)
503-229-LOAN

This form must be signed by the prime contractor and submitted by the time of contract award from the Loan Recipient. A copy must be included in the contract copy to DEQ. The prime contractor must obtain a signed copy of this form from each subcontractor, and retain them in the prime contractor's contract file.

Applicable to federally-funded construction contracts and related subcontracts exceeding \$10,000 which are not exempt from the Equal Opportunity clause.

The federally-assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally-assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally-assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The federally-assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that he will retain a copy of such certification.


Signature

02/16/2021

Date

Jeffrey Garner, President

Name and Title of signer (please type)

Alternative formats

DEQ can provide documents in an alternate format or in a language other than English upon request. Call DEQ at 800-452-4011 or email deqinfo@deq.state.or.us.

Undated Mar 2019

Form BC 12



State of Oregon Department of Environmental Quality
Non-discrimination in Employment

Notice to Labor Unions or Other Organizations of Workers

Contact: Regional Project Officer

503-229-LOAN

The CWSRF loan recipient must provide this notice to the contractor and subcontractor(s) advising the labor union or workers' representative of the contractor's commitments under Executive Order No. 11246. The contractor will send a signed notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

TO: _____
NAME OF UNION OR ORGANIZATION OF WORKERS

The undersigned currently holds contract(s) with City of Sandy, OR
NAME OF LOAN RECIPIENT

Using funds or credit of the U.S. government, or one or more subcontractors with a prime contractor holding such contracts.

Slayden Constructors Inc will comply with all regulations if contract is awarded

You are advised that under the provisions of the above contract(s) or subcontract(s) and in accordance with Section 202 of Executive Order 11246 dated Sept. 24, 1965, as amended, the undersigned is obliged not to discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. This obligation not to discriminate in employment includes, but is not limited to, the following:

- EMPLOYMENT, UPGRADING, TRANSFER OR DEMOTION
- RECRUITMENT OR RECRUITMENT ADVERTISING
- RATES OF PAY OR OTHER FORMS OF COMPENSATION
- SELECTION FOR TRAINING INCLUDING APPRENTICESHIP, LAYOFF OR TERMINATION

This notice is furnished to you pursuant to the provisions of the above contract(s) or subcontract(s) and Executive Order #11246.

Slayden Constructors, Inc. 02/16/2021
CONTRACTOR OR SUBCONTRACTOR(S) DATE

Updated May 2019

Type text here

1

Alternative formats

DEQ can provide documents in an alternate format or in a language other than English upon request. Call DEQ at 800-452-4011 or email deqinfo@deq.state.or.us

Form BC 13



State of Oregon Department of Environmental Quality Debarment and Suspension for Loan Recipient and all Contracts of \$25,000 or more

Contact: Regional Project Officer or call 503-229-LOAN

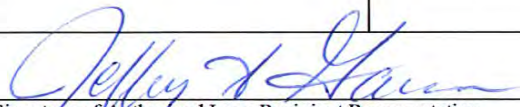
The recipient must complete, sign and submit this to the DEQ project officer before the loan project contract is awarded, along with a System for Award Management report for each contractor and subcontractor proposed to perform work within the scope of the loan. **Every contractor paid under this loan agreement with a contract equal to or greater than \$25,000, including professional services, must be registered on the System for Award Management. Award approval by DEQ is contingent on *none* of the contractors and subcontractors being excluded on the System for Award Management.**

The recipient and all subsequent prime and subcontractors must fully comply with Subpart C of 2 Code of Federal Regulations Part 180 and 2 CFR Part 1532, entitled "Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons)." The following contractors and subcontractors are proposed to perform work within the scope of the loan agreement. Use additional pages if necessary.

Loan recipient: City of Sandy, OR Loan number: unknown

Project: Sandy WWTP Improvements

Contractor name and mailing address	Phone number and email address	DUNS and CAGE number codes for contracts equal to or greater than \$25,000	Contract \$ Amount
Slayden Constructors, Inc. 500 Willamette Ave Stayton, OR 97383	503.769.1969 jeffrey.wall@mwhconstructors.com	DUNS: 080149595 CAGE: 7KHC3	TBD
Subcontractors TBD			


Signature of Authorized Loan Recipient Representative

02/16/2021
Date

Jeffrey Garner, President
Name and Title of Authorized Representative (type or print clearly)

Alternative formats
DEQ can provide documents in an alternate format or in a language other than English upon request.
Call DEQ at 800-452-4011 or email deqinfo@deq.state.or.us



ALERT: SAM.gov will be down for scheduled maintenance Saturday, 02/13/2021 from 8:00 AM to 1:00 PM.

Entity Dashboard

Slayden Constructors, Inc.
DUNS: 080149595 CAGE Code: 7KHC3
Status: Active
Expiration Date: 04/27/2021
Purpose of Registration: All Awards
500 Willamette Ave
Stayton, OR, 97383-9420
UNITED STATES

- ▶ [Entity Overview](#)
- ▶ [Entity Registration](#)
 - ▶ [Core Data](#)
 - ▶ [Assertions](#)
 - ▶ [Reps & Certs](#)
 - ▶ [POCs](#)
- ▶ [Reports](#)
 - ▶ [Service Contract Report](#)
 - ▶ [BioPreferred Report](#)
- ▶ [Exclusions](#)
 - ▶ [Active Exclusions](#)
 - ▶ [Inactive Exclusions](#)
 - ▶ [Excluded Family Members](#)

RETURN TO SEARCH

Entity Registration

Please click the 'Edit' button to update the entity.

Page Description

This page contains a view of the entire Entity Registration record. To print or save a copy of this registration, select Print. To view a specific section of the registration, select one of the sub-navigation links (for example, Core Data or POCs) under Entity Registration. To access a previous version of this registration, pick from the record drop-down list then select View Selected Record. The page will reload to display the record.

PRINT

Current Record View Selected Record

DUNS Number:	080149595
D&B Legal Business Name:	Slayden Constructors, Inc.
Doing Business As:	(none)

Core Data

Business & TIN Information:

Business Information:

Business Start Date:	11/20/2015
Fiscal Year End Close Date:	12/31
Company Division Name:	
Company Division Number:	
Corporate URL:	www.slayden.com
Congressional District:	OR 05
Initial Registration Date:	06/11/2019
Submission Date:	04/27/2020
Activation Date:	04/27/2020
Expiration Date:	04/27/2021
MPIN:	*****7383

Physical Address:

Address Line 1:	500 Willamette Ave
City:	Stayton
State/Province:	OR

1/29/2021

View Details - Entity Registration | System for Award Management

Country: UNITED STATES
 ZIP/Postal Code: 97383 - 9420
Mailing Address:
 Address Line 1: PO Box 247
 Address Line 2:
 City: Stayton
 State/Province: OR
 Country: UNITED STATES
 ZIP/Postal Code: 97383
Sensitive Identifiers:
 EIN: *****8451
IRS consent:
 Tax Payer Name: Slayden Constructors Inc
 Address Line 1: 370 Interlocken Blvd
 Address Line 2: Ste 400
 City: Broomfield
 State: CO
 Country: UNITED STATES
 ZIP/Postal Code: 80021
 Type of Tax: Applicable Federal Tax
 Tax Year: (Most Recent Tax Year) 2018
 Name of Individual Executing Consent: Mark Crouser
 Title of the Individual Executing Consent: Assistant Secretary
 Signature: Mark Crouser
 TIN Consent Date: 04/27/2020

CAGE/NCAGE Code

CAGE: 7KHC3
 Does this entity have an Immediate Owner? Yes
 Immediate Owner's CAGE Code: OZEF1
 Immediate Owner's Legal Business Name: MWH CONSTRUCTORS, INC.
 Does this entity have a Highest-Level Owner? Yes
 Highest-Level Owner's CAGE Code: 89QH5
 Highest-Level Owner's Legal Business Name: MWH HOLDINGS, L.P.
 Does this entity have any Predecessors? No

General Information

Country of Incorporation: UNITED STATES
 State of Incorporation: OR
 Company Security Level:
 Highest Employee Security Level:

1/29/2021

View Details - Entity Registration | System for Award Management

Business Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the [SBA's Dynamic Small Business Search](#) if the entity completed the SBA Supplemental Pages during registration.

Entity Structure

Corporate Entity (Not Tax Exempt)

Profit Structure

For Profit Organization

Entity Type

Business or Organization

Purpose of Registration

All Awards

Financial Information

Do you accept credit cards as a method of payment? No

Account Details: CIBC BANK USA - Checking

CAGE Code: 7KHC3

Electronic Funds Transfer:

Account Type: Checking

Financial Institute: CIBC BANK USA

ABA Routing Number: *****3971

Account Number: ****5290

Lockbox Number:

Automated Clearing House (ACH):

ACH U.S. Phone: (503)739-1969

ACH Non-U.S. Phone:

ACH Fax:

ACH Email: ap.slayden@mwhconstructors.com

Remittance Address:

Remittance Name: Slayden Constructors, Inc.

Address Line 1: PO Box 247

Address Line 2:

City: Stayton

State: OR

Country: UNITED STATES

ZIP/Postal Code: 97383

Executive Compensation Questions

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a DUNS number, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2.

\$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

No

1/29/2021

View Details - Entity Registration | System for Award Management

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a DUNS number, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Not Selected

Proceedings Questions

Is your business or organization, as represented by the DUNS Number on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?

No

Does your business or organization, as represented by the DUNS number on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than \$10,000,000?

Not Selected

Within the last five years, had the business or organization (represented by the DUNS number on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than \$5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a finding of fault with either a monetary fine or penalty greater than \$5,000 or reimbursement, restitution, or damages greater than \$100,000, or other acknowledgment of fault?

Not Selected

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results: Yes

Assertions

Goods & Services:

NAICS Codes Selected

237110	Yes	Water and Sewer Line and Related Structures Construction
237990		Other Heavy and Civil Engineering Construction

Product & Service Codes Selected

PSC	Description
-----	-------------

Size Metrics

Worldwide:

1/29/2021

View Details - Entity Registration | System for Award Management

Annual Receipts (in accordance with 13 CFR 121):	\$ 63756121
Number of Employees (in accordance with 13 CFR 121):	184

Location (Optional):

Annual Receipts (in accordance with 13 CFR 121):	\$
Number of Employees (in accordance with 13 CFR 121):	

EDI Information

Do you wish to enter EDI Information for your non-government entity? No

Disaster Response Information

Do you wish to be included in the Disaster Response Registry?	Yes
Does your company require bonding to bid on Contracts?	Yes

Bonding Level:

Please provide the bonding level type, value must be input in whole dollars.

Construction Bonding Level, Per Contract (dollars)	1000000000
--	------------

Geographic Area Served:

State 1: OR

State 2: WA

State 3: ID

Representations and Certifications

Representations and Certifications:

I have read each of the FAR and DFARS provisions presented on this page. By submitting this certification, I, Angela Main, am attesting to the accuracy of the representations and certifications contained herein, including the entire NAICS table. I understand that I may be subject to criminal prosecution under Section 1001, Title 18 of the United States Code or civil liability under the False Claims Act if I misrepresent Slayden Constructors, Inc. in any of these representations or certifications to the Government.

READ ONLY PROVISIONS - The following FAR and DFARS provisions are provided for you to read. They do not require completion of any data. Select the provision number to expand and review the full text. When certifying to the information on this page, you are also certifying that you have read each one of these provisions.

[FAR 52.203-11](#): Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions

[FAR 52.203-18](#): Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation

[FAR 52.209-10](#): Prohibition on Contracting with Inverted Domestic Corporations.

1/29/2021

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[FAR 52.212-5](#): Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items.

[FAR 52.222-38](#): Compliance with Veterans' Employment Reporting Requirements

[FAR 52.222-50](#): Combating Trafficking in Persons

[FAR 52.222-56](#): Certification Regarding Trafficking in Persons Compliance Plan.

[FAR 52.223-1](#): Biobased Product Certification

[FAR 52.225-20](#) Prohibition on Conducting Restricted Business Operations in Sudan-Certification

[FAR 52.225-25](#): Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran - Representation and Certifications

[FAR 52.227-6](#): Royalty Information (Alternate I)

The FAR and DFARS provisions shown below have been populated based on data you provided earlier in your registration. Please open and review each provision before you proceed from this page. If you need to correct any data, a link will be provided to the relevant page for editing.

By maintaining an active entity registration in SAM, the entity complied with requirements to report proceedings data in accordance with FAR 52.209-7 Information Regarding Responsibility Matters and with requirements to report executive compensation data in accordance with FAR 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards.

[FAR 52.203-2](#): Certificate of Independent Price Determination.

[FAR 52.204-3](#): Taxpayer Identification

[FAR 52.204-5](#): Women-Owned Business (Other Than Small Business)

[FAR 52.204-17](#): Ownership or Control of Offeror

[FAR 52.204-20](#): Predecessor of Offeror

[FAR 52.204-26](#): Covered Telecommunications Equipment or Services - Representation

[FAR 52.209-2](#): Prohibition on Contracting with Inverted Domestic Corporations-Representation

[FAR 52.209-5](#): Certification Regarding Responsibility Matters

[FAR 52.209-11](#): Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law

[FAR 52.212-3](#): Offeror Representations and Certifications -Commercial Items

The NAICS Codes you selected on the Goods and Services page of this registration are listed in the table under 52.219-1(c). Those NAICS Codes for which you are identified as small serve to complete the small business concern representation in 52.219-1(c)(1).

You are certifying to your size status for all the NAICS codes in the table. Please review it carefully. The Y/N answers are located in the "Small Business?" column. A "Y" indicates "Small" and "N" indicates "Other than Small." This status is derived from the SBA's size standards based on the size metrics you entered.

The NAICS Codes shown are only those you selected. Use the "View More" button to see your entity's size status for any NAICS Code.

[FAR 52.214-14](#): Place of Performance-Sealed Bidding

[FAR 52.215-6](#): Place of Performance

[FAR 52.219-1](#): Small Business Program Representations (Alternate I)

The NAICS Codes you selected on the Goods and Services page of this registration are listed in the table under 52.219-1(c). Those NAICS Codes for which you are identified as small serve to complete the small business concern representation in

<https://sam.gov/SAM/pages/public/entitySearch/entitySearchEntityRecord.jsf>

6/9

1/29/2021

View Details - Entity Registration | System for Award Management

52.219-1(c) (1).

You are certifying to your size status for all the NAICS codes in the table. Please review it carefully. The Y/N answers are located in the "Small Business?" column. A "Y" indicates "Small" and "N" indicates "Other than Small." This status is derived from the SBA's size standards based on the size metrics you entered.

The NAICS Codes shown are only those you selected. Use the "View More" button to see your entity's size status for any NAICS Code.

[FAR 52.219-2](#): Equal Low Bids

[FAR 52.222-18](#): Certification Regarding Knowledge of Child Labor for Listed End Products

[FAR 52.222-22](#): Previous Contracts and Compliance Reports

[FAR 52.222-25](#): Affirmative Action Compliance

[FAR 52.222-48](#): Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Certification

[FAR 52.222-52](#): Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification

[FAR 52.223-4](#): Recovered Material Certification

[FAR 52.223-9](#): Estimate of Percentage of Recovered Material Content for EPA-Designated Items (Alternate I)

[FAR 52.223-22](#): Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation.

[FAR 52.225-2](#): Buy American Certificate

[FAR 52.225-4](#): Buy American-Free Trade Agreements-Israeli Trade Act Certificate

[FAR 52.225-6](#): Trade Agreements Certificate

[FAR 52.226-2](#): Historically Black College or University and Minority Institution Representation

[FAR 52.227-15](#): Representation of Limited Rights Data and Restricted Computer Software

Grants Certifications

The Grants Certifications are a common set of certifications and representations required by Federal statutes or regulations in accordance with the grants guidance under Title 2 of the Code of Federal Regulations (2 CFR 200.208 Certifications and Representations). Those non-Federal entities who intend to apply for, or are already recipients of Federal grants or agreements, must read and agree to the corresponding certifications and representations. Registrants who reply yes to the following question are required to keep these certifications and representations current, accurate, and complete as part of their entity registration.

Does Slayden Constructors, Inc. wish to apply for a Federal financial assistance project or program, or is Slayden Constructors, Inc. currently the recipient of funding under any Federal financial assistance project or program? No

Points of Contact

Mandatory Points of Contact:

Accounts Receivable POC

1/29/2021

View Details - Entity Registration | System for Award Management

Title:	Staff Accountant
First Name:	Calvy
Middle Name:	
Last Name:	Yue
Email:	calvy.yue@mwhconstructors.com
US Phone:	(303)547-5400
Extension:	
NON US Phone:	
Notes:	

Electronic Business POC	
Title:	Vice Pres & Business Controller
First Name:	Matt
Middle Name:	
Last Name:	Smith
Email:	Matt.L.Smith@mwhconstructors.com
US Phone:	(971)277-5682
Extension:	
NON US Phone:	
Notes:	
Address Line 1:	PO Box 247
Address Line 2:	
City:	Stayton
State/Province:	OR
Country:	UNITED STATES
ZIP/Postal Code:	97383

Government Business POC	
Title:	Vice Pres & Business Controller
First Name:	Matt
Middle Name:	
Last Name:	Smith
Email:	Matt.L.Smith@mwhconstructors.com
US Phone:	(971)277-5682
Extension:	
NON US Phone:	
Notes:	
Address Line 1:	PO Box 247
Address Line 2:	
City:	Stayton
State/Province:	OR
Country:	UNITED STATES
ZIP/Postal Code:	97383

1/29/2021

View Details - Entity Registration | System for Award Management

Optional Points of Contact:



IBM-P-20210128-1548
WWW6

- Search Records
- Data Access
- Check Status
- About
- Help
- Disclaimers
- Accessibility
- Privacy Policy
- FAPIIS.gov
- GSA.gov/IAE
- GSA.gov
- USA.gov

Form BC 14



State of Oregon Department of Environmental Quality
Contractor's Compliance Statement
Executive Order #11246
Contact: [Regional Project Officer](#)
503-229-LOAN

This form must be signed by the prime contractor and submitted by the time of contract award from the Loan Recipient. A copy must be included in the contract copy to DEQ.

Date 02/16/2021

This statement relates to a proposed contract with City of Sandy, OR
(Name of CWSRF loan recipient)

who expects to finance the contract with assistance from the Environmental Protection Agency. I am the undersigned bidder or prospective contractor. I represent that:

I have I have not participated in a previous contract or subcontract subject to *Executive Order 11246* of September 24, 1965 (regarding equal employment opportunity) or a preceding similar Executive Order. I agree to comply with all the provisions of this Executive Order and the rules, regulations, and relevant orders of the Secretary of Labor. (*41 CFR 60-1.4(b); 41 CFR 60 1.7 (b)*)

Signature

02/16/2021
Date

Jeffrey Garner, President
Name and Title of signer (please type)

Alternative formats

DEQ can provide documents in an alternate format or in a language other than English upon request. Call DEQ at 800-452-4011 or email deqinfo@deq.state.or.us.



JEFF GARNER

500 Willamette Avenue

Stayton OR 97383

971.277.5643

jeff.garner@mwhconstructors.com

EXHIBIT D – GMP AMENDMENT

**CONSTRUCTION MANAGER/GENERAL CONTRACTOR CONTRACT
Between City of Sandy**

and

FULL, LEGAL NAME OF CONTRACTOR

AMENDMENT No.

for the following PROJECT:
(Name and address or location)

City of Sandy

THE CM/GC:
(Name, legal status and address)

EXHIBIT D.1

D.1.1 Guaranteed Maximum Price

Pursuant to Article 6. of the Contract, the City of Sandy and CM/GC hereby amend the Contract to establish a Guaranteed Maximum Price. As agreed by the City of Sandy and CM/GC, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed.

D.1.1.1 The Contract Sum is guaranteed by the CM/GC not to exceed « _____ » (\$ « _____ »), subject to additions and deductions as provided in the Contract Documents.

D.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, the CM/GC's Fee, and other items that comprise the Guaranteed Maximum Price.
(Provide below or reference an attachment.)

« »

D.1.1.3 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the City of Sandy:
(State the numbers or other identification of accepted alternates. If the Contract Documents permit the Owner to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the amount for each and the date when the amount expires.)

« »

D.1.1.4 Allowances included in the Guaranteed Maximum Price, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price (\$0.00)
_____	_____

D.1.1.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

« »

D.1.1.6 The Guaranteed Maximum Price is based upon the following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

D.1.1.7 The Guaranteed Maximum Price is based upon the following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Amemdment.)

« »

Section	Title	Date	Pages

§ D.1.1.8 The Guaranteed Maximum Price is based upon the following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

« »

Number	Title	Date

D.1.1.9 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

« »

ARTICLE D.2

D.2.1 In accordance with paragraph 5.b of the Contract, the anticipated date of Substantial Completion established by this Amendment is:

« »

If this date is different than the date established in paragraph 5.b of the Contract, the date in this GMP Amendment will control.

ARTICLE D.3

D.3.1 As permitted by paragraph 6.d. of the Contract, the CM/GC will continue providing the following pre-construction services after execution of this GMP Amendment and City of Sandy will compensate CM/GC for such continued pre-construction services as follows:

« »

City of Sandy *(Signature)*

CM/GC *(Signature)*

(Printed name and title)

(Printed name and title)

Meeting Type: City Council
Meeting Date: July 17, 2023
From: Jeff Aprati, Interim Deputy City Manager
Subject: Planning Commission Appointment

DECISION TO BE MADE:

Whether to accept the interview panel's recommendation for an appointment to the Planning Commission

BACKGROUND / CONTEXT:

The [Planning Commission](#) currently has one vacant seat (Seat 5).

An application opportunity was advertised via multiple media over several weeks. Three applications were received, all of which met the eligibility requirements. The interview panel (including Mayor Pulliam, Councilors Walker and Mayton, and Commissioner Wegener) reviewed the materials and interviewed the applicants on July 11, 2023.

RECOMMENDATION:

The interview panel recommends appointment of Candace Vincent to Planning Commission Seat 5 (term expires 12/31/2024).

Application forms from all three applicants are attached to this staff report for the Council's information.

SUGGESTED MOTION LANGUAGE:

"I move to appoint Candace Vincent to Planning Commission Seat 5."

LIST OF ATTACHMENTS / EXHIBITS:

- Application forms

Published on *Sandy, OR* (<https://www.ci.sandy.or.us>)

[Home](#) > [Planning Commission](#) > [Planning Commission Application](#) > [Webform results](#) > Planning Commission Application

Submission information

Form: [Planning Commission Application](#) [1]

Submitted by Visitor (not verified)

Thu, 06/15/2023 - 8:12am

First Name

Candace

Last Name

Vincent

Email

[REDACTED]

Phone Number

[REDACTED]

Address

39510 hood street

City

Sandy

State

OR

Zip Code

97055

Mailing Address (if different)

Why are you interested in joining the Planning Commission? What inspires you to serve in this capacity?

I would like to assist with any future additions and updates to our wonderful small town. I am a long term resident and have enjoyed all the changes over the years and at this time I would have time to assist with planning.

What knowledge, education, or skills would you bring to the Commission?

Business woman for 35 years in Portland, Chicago and Los Angeles. Been in retail in different positions, Nordstrom 16 years as buyer, merchandise manager and store manager. General Manager for made in Oregon stores for 20 years and now rounding out my career at Fred Meyer Jewelers as visual and space planning manager. I would like to give back and still use my critical thinking skills to be a part of Sandy's planning.

Do you live within city limits, or if not, do you meet one of the two exceptions listed above this webform under 'Membership Requirements?'

Yes

Upload Current Resume

[cvresume2-21_2.docx](#) [2]

Item # 4.

Interviews

By checking this box, I agree to the following:

I certify that the information contained in this application is correct to the best of my knowledge. I understand that to falsify information is grounds for refusing to appoint me, or for removal should I be appointed. I also affirm that I have read and understand the Sandy Code of Conduct for members of Boards and Commissions (available as a Supporting Document on this webpage), and I understand its application to my role and responsibilities while serving on a City Board. I pledge to conduct myself by the Sandy Boards and Commissions Code of Conduct, and I understand that the City Council may remove me from my position if my conduct falls below these standards.

Source URL:<https://www.ci.sandy.or.us/node/13221/submission/20095>

Links

[1] <https://www.ci.sandy.or.us/bc-pc/webform/planning-commission-application> [2]

https://www.ci.sandy.or.us/system/files/webform/cvresume2-21_2.docx

Published on *Sandy, OR* (<https://www.ci.sandy.or.us>)

[Home](#) > [Planning Commission](#) > [Planning Commission Application](#) > [Webform results](#) > Planning Commission Application

Submission information

Form: [Planning Commission Application](#) [1]

Submitted by Visitor (not verified)

Mon, 07/03/2023 - 3:05pm

First Name

Daniel

Last Name

Prata

Email

[REDACTED]

Phone Number

[REDACTED]

Address

19106 Arletha ct

City

Sandy

State

Oregon

Zip Code

97055

Mailing Address (if different)

Why are you interested in joining the Planning Commission? What inspires you to serve in this capacity?

I've lived in Sandy for over 30 years and I would like to be a voice in the city planning

What knowledge, education, or skills would you bring to the Commission?

I've been a cnc programmer that was involved in a lot of infrastructure projects for over 30 years

Do you live within city limits, or if not, do you meet one of the two exceptions listed above this webform under 'Membership Requirements?'

Yes

Upload Current Resume

[daniel_prata_resume.pdf](#) [2]

Interviews

By checking this box, I agree to the following:

I certify that the information contained in this application is correct to the best of my knowledge. I understand that to falsify information is grounds for refusing to appoint me, or for removal should I be appointed. I also affirm that I have read and understand the Sandy Code of Conduct for members of Boards and Commissions (available as a Supporting Document on this webpage), and I understand its application to my role and responsibilities while serving on a City Board. I pledge to conduct myself by the Sandy Boards and Commissions Code of Conduct, and I understand that the City Council may remove me from my position if my conduct falls below these standards.

Source URL:<https://www.ci.sandy.or.us/node/13221/submission/20183>

Links

[1] http://www.ci.sandy.or.us/bc-pc/webform/planning_commission_application [2]
https://www.ci.sandy.or.us/system/files/webform/daniel_prata_resume.pdf

Published on *Sandy, OR* (<https://www.ci.sandy.or.us>)

[Home](#) > [Planning Commission](#) > [Planning Commission Application](#) > [Webform results](#) > Planning Commission Application

Submission information

Form: [Planning Commission Application](#) [1]

Submitted by Visitor (not verified)

Tue, 07/04/2023 - 8:46am

First Name

Jeremy

Last Name

McMillian

Email

[REDACTED]

Phone Number

[REDACTED]

Address

18136 Seaman St

City

Sandy

State

OR

Zip Code

97055

Mailing Address (if different)

Why are you interested in joining the Planning Commission? What inspires you to serve in this capacity?

This is a great opportunity to serve my community and utilize the skills I have gained over the years in various construction support roles

What knowledge, education, or skills would you bring to the Commission?

I have spent most of my working career in the commercial vehicle industry, including supporting the launch of the electric Freightliner truck. I enjoy supporting new initiatives and working through problems to meet project requirements. I have an associates degree in automotive with applied business management. My recent roles and current role see me planning and managing high level construction projects. I take pride in understanding the requirements and accurately bidding the projects to minimize change orders after the project has begun.

Do you live within city limits, or if not, do you meet one of the two exceptions listed above this webform under 'Membership Requirements?'

Yes

Upload Current Resume

[jeremy_p_resume.pdf](#) [2]

Item # 4.

Interviews

By checking this box, I agree to the following:

I certify that the information contained in this application is correct to the best of my knowledge. I understand that to falsify information is grounds for refusing to appoint me, or for removal should I be appointed. I also affirm that I have read and understand the Sandy Code of Conduct for members of Boards and Commissions (available as a Supporting Document on this webpage), and I understand its application to my role and responsibilities while serving on a City Board. I pledge to conduct myself by the Sandy Boards and Commissions Code of Conduct, and I understand that the City Council may remove me from my position if my conduct falls below these standards.

Source URL:<https://www.ci.sandy.or.us/node/13221/submission/20184>

Links

[1] <https://www.ci.sandy.or.us/bc-pc/webform/planning-commission-application> [2]

https://www.ci.sandy.or.us/system/files/webform/jeremy_p_resume.pdf

Meeting Type: Council Meeting

Meeting Date: July 17, 2023

From: Rochelle Anderholm-Parsch, Parks and Recreation Director

Subject: Community Campus Park Project Update and,
Contract Award for Construction of the Pump Track, Jump Line, and Skatepark

DECISION TO BE MADE:

Whether to award a Public Improvement Contract to American Ramp Company for the construction of the asphalt pump track, jump line and concrete skatepark for the Community Campus Park Project.

BACKGROUND / CONTEXT:

On [Jan. 3, 2023](#) the Council awarded two contracts pertaining to the Community Campus Park Improvement Project. Lango Hansen Landscape Architects received the first contract award for the design and engineering of the community campus park. The second contract was awarded to American Ramp Company for the design of the asphalt pump track and concrete skatepark.

Over the course of six months there was robust public engagement. Outreach efforts included numerous conversations with local youth, seniors, and diverse populations. There were five project advisory committee meetings, four parks board meetings, three city council meetings, five skatepark focus group meetings, two bike park focus group meetings, three open houses, three online surveys, and one senior center focus group, and one Sandy Vista open house. The public engagement resulted in a final park master plan, as well as the final design of the pump track, jump line, and skate park.

With the design phase complete, the next step was to solicit bids to build the action sports elements of the park. Therefore, the city conducted a public Invitation to Bid (ITB) to solicit bids from specialty construction companies for the construction of the pre-designed pump track, jump line and skate park.

The city received one ITB submission from American Ramp Company (ARC) in the amount of \$2,289,098.00. American Ramp Company was deemed the lowest responsive responsible bidder and an Intent to Award was issued on June 23, 2023.

KEY CONSIDERATIONS / ANALYSIS:

The park design phase is complete. Now the park project will move into the design development, land use, permitting, and bidding phase. The final phase will be construction.

During construction, the park project will have two contractors working onsite. The general contractor will be responsible for mass grading and the construction of all other park amenities, right-of-way improvements, and utilities, minus the construction of the action sports elements. The second contractor will be the specialty contractor who is responsible for constructing the asphalt pump track, jump line and concrete skatepark in coordination with the general contractor.

The timing to award the contract for the construction of the action sports element ahead of the general contract award is key for the following reasons. First, Lango Hansen and the Parks and Recreation Department has submitted for land use approval. Bringing on the specialty contractor now allows for better coordination as we progress through land use, permitting, and through 90% construction documents. Second, most specialty contractors are scheduling projects a year out. The City must confirm the construction schedule and then secure the availability of action sports construction team to align with the construction of the overall park project. Getting a specialty contractor on board now will ensure better coordination when the city brings on a general contractor.

BUDGET IMPACT:

Engineers Estimate:

\$1,900,000 - \$2,200,000

Contract amount:

\$2,238,227.95

To bring the project within the engineers estimate, the city eliminated 3,087 sqft of sky-blue concrete flatwork and replaced with gray concrete flatwork totaling 16,509 sqft of gray concrete flatwork. Total deducted from project amount \$50,861.05.

RECOMMENDATION:

The City recommends that the Council award the Public Improvement Contract to American Ramp Company for the construction of the asphalt pump track, jump line, and concrete skatepark for the Community Campus Park Project.

SUGGESTED MOTION LANGUAGE:

"I move to approve the award of the Public Improvement Contract to American Ramp Company for the construction of the action sports elements of the Community Campus Park Project."

LIST OF ATTACHMENTS / EXHIBITS:

Attachment A: Park Master Plan

Attachment B: Slide Presentation

Attachment C: Public Improvement Contract for American Ramp Company

PARK MASTER PLAN



PARK AMENITIES

- 1 PEDESTRIAN ENTRY
- 2 PEDESTRIAN AND STREET IMPROVEMENTS
- 3 ENTRY PLAZA WITH OVERLOOK
- 4 PICNIC SHELTER WITH RESTROOM
- 5 SOFT SURFACE TRAIL
- 6 PICNIC TABLE, TYP
- 7 PLAY AREA WITH EMBANKMENT SLIDE
- 8 SLOPED LAWN
- 9 SKATE PARK
- 10 PUMP TRACK
- 11 JUMP LINE
- 12 PEDESTRIAN PATH, TYP
- 13 OPEN LAWN
- 14 PARKING
- 15 SANDY RIVER PARK TRAIL CONNECTION
- 16 FUTURE PICNIC SHELTER, TYP
- 17 FUTURE SOFT SURFACE TRAIL
- 18 FUTURE OFF-SITE PARK CONNECTION

Update Community Campus Park Improvement

City Council Meeting
July 17, 2023

Tonights Objective:

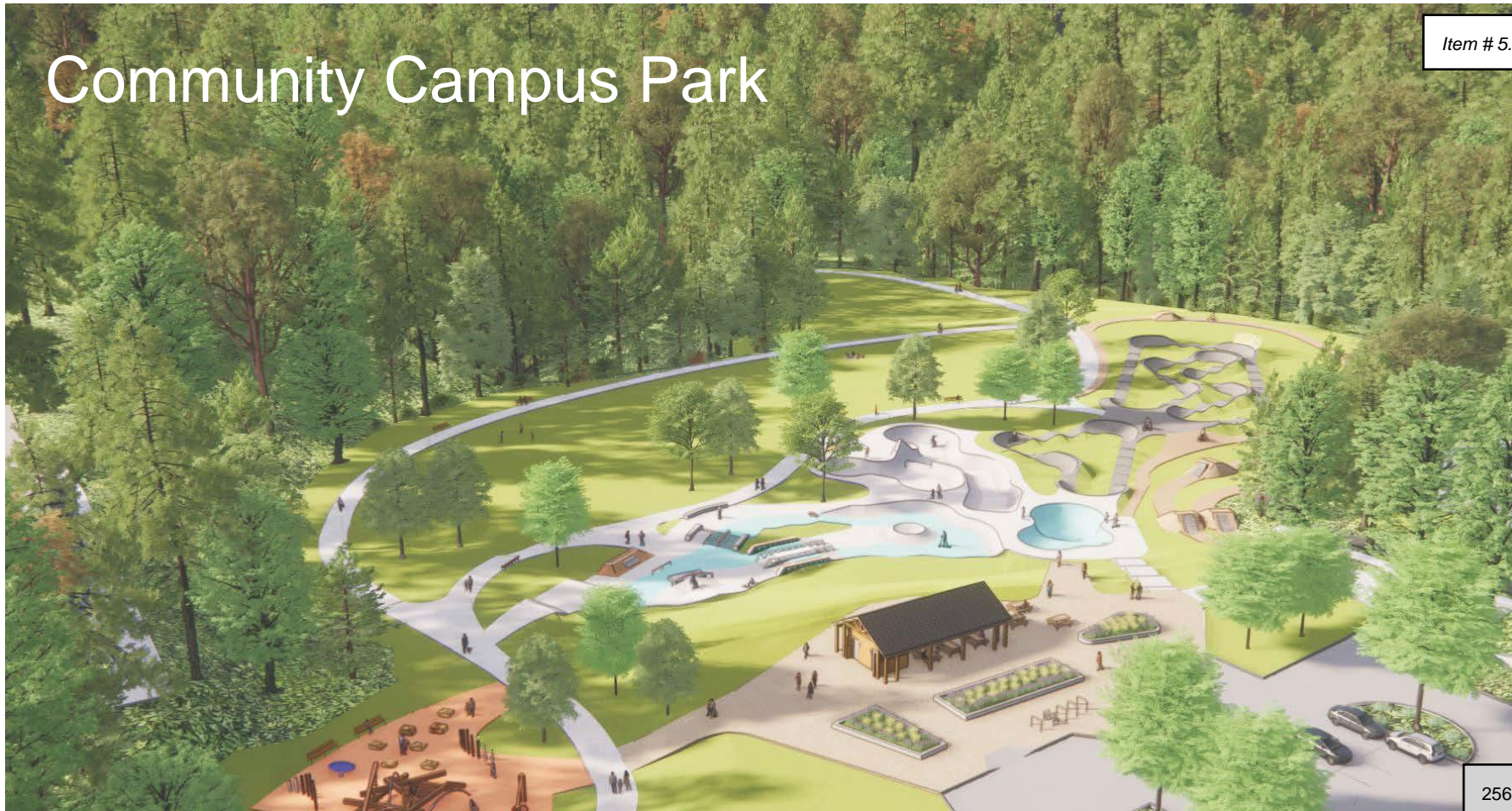
Item # 5.

Community Campus Park Development Update

Council to decide whether to award a Public Improvement Contract for the construction of the asphalt pump track, jump line and skatepark.

Community Campus Park

Item # 5.



PARK MASTER PLAN



OPRD LOCAL GOVERNMENT GRANT

COMMUNITY CAMPUS PARK - CITY OF SANDY

PARK AMENITIES

- 1** PEDESTRIAN ENTRY
- 2** PEDESTRIAN AND STREET IMPROVEMENTS
- 3** ENTRY PLAZA WITH OVERLOOK
- 4** PICNIC SHELTER WITH RESTROOM
- 5** SOFT SURFACE TRAIL
- 6** PICNIC TABLE, TYP
- 7** PLAY AREA WITH EMBANKMENT SLIDE
- 8** SLOPED LAWN
- 9** SKATE PARK
- 10** PUMP TRACK
- 11** JUMP LINE
- 12** PEDESTRIAN PATH, TYP
- 13** OPEN LAWN
- 14** PARKING
- 15** SANDY RIVER PARK TRAIL CONNECTION
- 16** FUTURE PICNIC SHELTER, TYP
- 17** FUTURE SOFT SURFACE TRAIL
- 18** FUTURE OFF-SITE PARK CONNECTION

SANDY
WHERE INNOVATION MEETS ELEVATION

Iango hansen LANDSCAPE ARCHITECTS

SANDY
WHERE INNOVATION MEETS ELEVATION



SANDY COMMUNITY CAMPUS PARK PLAY AREA CONCEPT

- 1 EMBANKMENT SLIDE WITH BOULDER SCRAMBLE**
Everyone will want to experience the thrill and rush of gliding down this embankment slide. Users can loop back to the top of the slide by scrambling their way up the natural boulder wall or by way of the accessible pathway. This embankment slide is equipped with a transition platform allowing users of all abilities easy access to enjoy.
 - 2 EMBANKMENT SLIDE ACCESSIBLE ROUTE**
Looped access for all users to enjoy the slide experience.
 - 3 PARKOUR CHALLENGE COURSE**
This engaging parkour course challenges kids to climb, crawl, balance, and explore different variations of nets and log scrambles. The diverse array of segmented components provides interest for users of all abilities.
 - 4 SPINNING DOME**
The multi-level spinning dome inspires kids to climb, rotate, socialize, and explore the two levels this awesome play structure offers. The bottom level provides two entryways for users of all abilities to access the inside and experience the excitement with friends.
 - 5 SWING SET**
This swing set features two different side by side swing options. The expression swing includes a bucket seat and an adaptive swing seat for all abilities. Users face one another, creating a unique swing experience. The nest swing invites multiple users to swing lying, standing, or seated all together.
 - 6 ZIPLINE**
This thrilling 90' long zipline will be a main attraction everyone will want to experience. With elevation built in, users can sit or stand on the special designed seat while they fly through the air from one end to the other.
 - 7 SMALL BOULDERING WALL**
These boulders integrate nature and play, providing areas for all users to climb, jump, explore, and rest. The perfect spot for everyone to watch their friends fly by on the zipline.
 - 8 LARGE CLIMBING BOULDER**
An exploratory boulder for all to enjoy. Users can choose to explore and hide within the boulder arch or test their strength and agility using the handholds and grips to scramble to the top, rewarding themselves with panoramic views of the park.
 - 9 BENCHES**
Located around the perimeter of the play area, benches provide rest areas for children and parents.
 - 10 WOOD CHIP SAFETY SURFACE**
This renewable surface provides excellent safety fall protection all around the play elements.
- ↑ PERSPECTIVE 1**
- ↑ PERSPECTIVE 2**



SANDY COMMUNITY CAMPUS PARK PLAY AREA PERSPECTIVE 1

- Appropriate for kids of all ages and abilities
- Direct response to City-wide online surveys and open houses where most residents expressed a desire for a combination of nature play and standard equipment with features that emphasized inclusivity.
- Sandy's parks and open space system, the play features found in this design are unique to The Community Campus Park

Parks and Trails Advisory Board Reviewed

Item # 5.

Online Survey: 53 responses

CCS Reviewed



SANDY COMMUNITY CAMPUS PARK PLAY AREA PERSPECTIVE 2

3D Rendering/Concept of the Action Sports Elements

Item # 5.

Contract Award for Specialty Contractor

- **Eng. Estimate:** \$1.9M - \$2.2M
- **Contract amount:** \$2,239,227.95

20,000 sqft Pump Track

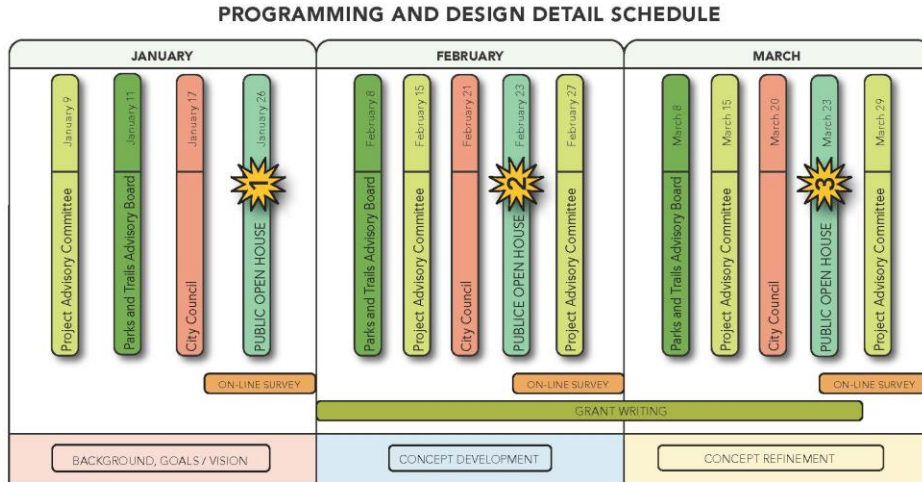
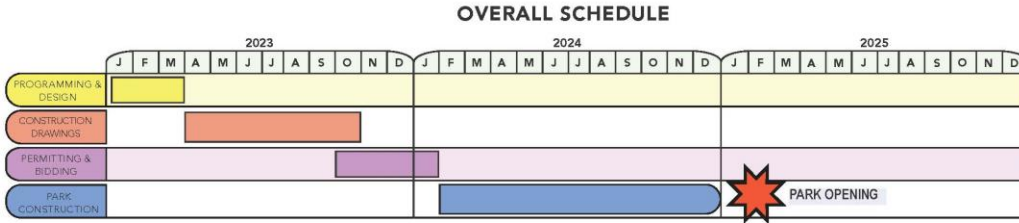
13,000 LF Jump Line

20,000 sqft Skatepark

First combined pump track, jump line and skatepark in the PNW



Schedule / Timeline



March:

Completed Programming and Design Phase Item # 5.

April – October:

Construction Drawing Phase (this includes land use, hearing tentatively scheduled for Sept. 25, 2023)

June - October:

ITB and Contract Award to Specialty Contract for the Construction of the action sports elements.

October – January 2024

Bid for GC



Staff Recommendations

Item # 5.

The City recommends that the Council award the Public Improvement Contract to American Ramp Company for the construction of the asphalt pump track, jump line, and concrete skatepark for the Community Campus Park Project.

Thank you!



PUBLIC IMPROVEMENT CONTRACT

between

CITY OF SANDY, OREGON

and

American Ramp Company

Contract No. PR001

THIS PUBLIC IMPROVEMENT CONTRACT ("Contract") is made by and between the City of Sandy, a municipal corporation of the State of Oregon ("City"), and **American Ramp Company** ("Contractor") to provide construction services on the following **CONSTRUCTION OF THE SANDY COMMUNITY CAMPUS PARK PUMP TRACK, JUMPLINE AND SKATEPARK** ("Project"), briefly described below:

Contractor to construct an Asphalt Pump Track and Jump Lines, and a Concrete Skate Park at the Community Campus Park located at 17185 SE Meinig Ave. Sandy, OR 97055. The project will include the construction of a previously designed asphalt pump track, jump lines, and skate park.

Construct a pre-designed combined asphalt pump track and concrete skate park, as well as approximately 1290 LF of asphalt jump lines that include pre-manufactured bike ramps and jumps. The project includes the work to construct an approximate 20,000 sq ft skatepark that is combined with an approximate 20,000 sq ft UCI certified asphalt pump track. The work includes two asphalt jump lines that start at the park's entry plaza and winds down the hill connecting the jump lines to the pump track. The work is to be completed under one contract and must adhere to the design specifications as provided in this contract document.

The parties agree as follows:

1. WORK.

Contractor shall execute fully the Work described by the Contract Documents, unless specifically indicated in the Contract Documents to be the responsibility of others. "Work" means the construction and any related services required by or reasonably inferable from the Contract Documents, whether completed or partially completed, including (except as otherwise expressly stated in this Contract) all other labor, materials, equipment, tools, permits, fees, licenses, facilities, taxes, transportation, supervision, temporary constructions of every nature, and all other services, management, and facilities of every nature whatsoever necessary to fulfill Contractor's duties by executing and completing this Contract within the Contract Time. The Work may constitute the whole or a part of the Project.

2. EFFECTIVE DATE AND TERMINATION DATE.

The effective date of this Contract shall be the Contract Start Date identified in section 2.a. or the date on which each Party has signed this Contract, whichever is later. Unless earlier terminated as provided below, the termination date shall be the Contract End Date, subject to extension as provided in the Contract Documents.

Offer and Contract Dates

2.1. Contract Start Date: **July 24, 2023**

"Work" Time Dates

2.2. Anticipated Notice to Proceed Date: **July 24, 2023**

2.3. Anticipated Substantial Completion Date: **October 21, 2024**

2.4. Anticipated Final Completion Date: **October 31, 2024**

2.5. Contract End Date: **October 31, 2024**

2.6. "Work" Time in ~~Calendar~~* Working Days: **129** * working days (Monday - Friday)

PLEASE NOTE: Contractor shall not commence Work under this Contract until the Notice to Proceed has been issued.

3. ENUMERATION OF CONTRACT DOCUMENTS.

The "Contract Documents" include the following:

- This Contract with these Terms and Conditions.
- EXHIBIT A: City's General Conditions to the Contract - included in this form
- EXHIBIT B: Insurance Requirements - included in this form
- EXHIBIT C: BOLI Prevailing Wage Rates: **Indicate BOLI Prevailing Wage Rates version incorporated by reference**
- EXHIBIT D: Bid Submittal
- EXHIBIT E: Invitation to Bid Documents
- EXHIBIT F: Drawings
- EXHIBIT G: Addenda
- EXHIBIT H: Form of Warranty Bond
- EXHIBIT I: Additional Documents: **Performance Bond, Payment Bond, Certificate of Insurance, Sandy Business License**

4. CONTRACT; CONTRACT DOCUMENTS; ENTIRE AGREEMENT.

This Contract and the other Contract Documents forms the entire and integrated agreement between the parties. Unless the context requires otherwise, any reference to the "Contract" includes the Contract Documents.

5. THE CONTRACT TIME.

Contractor shall achieve Substantial Completion of the Work under this Contract within consecutive calendar days ("Contract Time") from the date specified in City's Notice to Proceed, subject to adjustments of this Contract Time as provided in the Contract Documents.

6. THE CONTRACT TOTAL.

6.1. The Contract Total is **NOT TO EXCEED \$ 2,238,227.95**. The Contract Total is the total amount payable by the City to Contractor for the completion of the Work in its entirety under the Contract Documents.

6.2. The following bid alternates are included in the Contract Total: **None**

6.3. Unit prices if any: **None**

6.4. Allowances included in the Contract Total, if any: **None**

6.5. Notwithstanding any other provision of this Contract or the Contract Documents, the Contract Total includes all construction contingencies for existing site conditions other than for pre-existing Hazardous Materials. Contractor is thoroughly acquainted with and has inspected the Project site without restriction, understands the potential risks in this construction Work, and accepts the full risk of construction contingencies to complete the Work within the Contract Time and Contract Total set out in this Agreement.

7. PROGRESS PAYMENTS.

7.1. The Contractor will submit an application for payment to the City Representative as provided in the General Conditions. The City Representative may require the Contractor to simultaneously submit an application for payment to the Design Professional working on the Project.

7.2. Each application for payment shall be for one calendar month ending on the last day of the month.

7.3. Payments are due and payable 30 days following receipt of the Contractor's complete Application for Payment or 15 days from the date after payment is approved by the City Representative, whichever is earlier. Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate set forth in ORS 279C.570(2).

7.4. The amount of each progress payment shall be determined as provided in the General Conditions, less retainage of 5% pursuant to ORS 279C.550 to 279C.565, ORS 701.420 and 701.430, and less liquidated damages, if any.

7.5. Unless otherwise specified in the Contract Documents, Contractor elects to have the City deposit the retainage as accumulated in an interest-bearing account in a bank, savings bank, trust company, or savings association as outlined in ORS 279C.560(5), OAR 125-249-0820(3), and OAR 137-049-0820(3), from which earnings on such account shall accrue to the Contractor.

8. INDEPENDENT CONTRACTOR STATUS.

By its signature on this contract, Contractor certifies that the service or services to be performed under this Contract are those of an independent contractor as defined in ORS 670.600, and that Contractor is solely responsible for the work performed under this Contract. Contractor represents and warrants that Contractor, its subcontractors, employees, and agents are not "officers, agents, or employees" of the City within the meaning of the Oregon Tort Claims Act (ORS 30.260 through 30.300). Contractor shall be responsible for all federal, state, and local taxes and any and all fees applicable to payments for services under this Contract.

9. REQUEST FOR TAXPAYER IDENTIFICATION NUMBER.

Contractor must be a current vendor with the City or must submit a completed "Request for Taxpayer Identification Number and Certification" (Form W-9) with this signed Contract. Payment information will be reported to the Internal Revenue Service under the name and TIN or SSN provided by Contractor. Contractor shall be responsible for all federal, state, and local taxes and any fees applicable to payments for Work under this Contract.

10. COMPLIANCE WITH APPLICABLE LAW.

Contractor shall comply with all federal, state, and local laws applicable to the Work under this Contract, and all regulations and administrative rules established pursuant to those laws, including without limitation, the following requirements of the Oregon Public Contract Code:

- 10.1. ORS 279A.110 (Non-discrimination Certification): Contractor shall certify that Contractor has not discriminated and will not discriminate against a Subcontractor in the awarding of a subcontract because the Subcontractor is a minority, women, or emerging small business enterprise (certified under ORS 200.055.), or a business that is owned or controlled by, or employs a disabled veteran (as defined in ORS 408.225).
- 10.2. ORS 279C.380 (Performance and Payment Bonds): Unless exempted by the City in writing pursuant to the City's local public contracting rules, prior to starting work under this Contract, Contractor or its Subcontractor shall execute and deliver to City a good and sufficient performance bond, in a form acceptable to City, in a sum equal to 100% of the construction portion of the Contract Price, and Contractor or its Subcontractor shall execute and deliver to City a good and sufficient payment bond, in a form acceptable to City, in a sum equal to 100% of the construction portion of the Contract Price, solely for the protection of claimants under ORS 279C.600.
- 10.3. ORS 279C.505 (Prompt Pay Requirement, Liens, Taxes, and Drug Testing): Contractor shall make payment promptly, as due, to all persons supplying to such Contractor labor or material for the performance of the Work provided for in such Contract; pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the Contract; not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished; and pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. Contractor shall further demonstrate that an employee drug testing program is in place.
- 10.4. ORS 279C.510 (Recycling/Composting): If this Contract includes demolition work, the Contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective. If this Contract includes lawn or landscape maintenance, the Contractor shall compost or mulch yard waste material at an approved site, if feasible and cost-effective.
- 10.5. ORS 279C.515 (Failure to Pay Promptly): If 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 this Contract as such Claim becomes due, the City 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 this Contract. The payment of a Claim in the manner authorized in this section shall not relieve the Contractor or the Contractor's surety from any obligation with respect to any unpaid Claims. Unless the payment is subject to a good-faith dispute as defined in ORS 279C.580, if Contractor or any first-tier Subcontractor fails to pay any Claim for materials or labor furnished under this Contract within 30 days after being paid by City, interest shall be due on such claim as specified in ORS 279C.515(2) at the end of the 10-day period that payment is due under ORS 279C.580(4). A person with any such unpaid Claim may file a complaint with the Construction Contractor's Board unless the complaint is subject to a good-faith dispute as defined in ORS 279C.580.
- 10.6. ORS 279C.520 and 279C.540 (Hours of Labor, Holidays, and Overtime): Except as otherwise provided in an applicable collective bargaining agreement with a labor organization, Contractor shall not employ and shall require that its Subcontractors not employ any person to perform construction work for more than ten 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, except in cases of Contracts for personal services as defined in ORS 279A.055, the laborer shall be paid at least time and a half pay:

- 10.6.1. For all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; and
- 10.6.2. For all overtime in excess of ten hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
- 10.6.3. For work performed on Saturday and on any legal holiday specified in any applicable collective bargaining agreement or ORS 279C.540(1)(b).
- 10.6.4. The requirement to pay at least time and a half for all overtime worked in excess of 40 hours in any one week shall not apply to individuals who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. Section 201 to 209 from receiving overtime. Contractor shall and shall require its Subcontractors to give notice in writing to their employees who work under this Contract, either at the time of hire or before commencement of Work on the Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.
- 10.7. ORS 279C.525 (Notice of Environmental Regulations): State law requires that solicitation documents for a public improvement contract make specific reference to federal, state, and local agencies that have enacted ordinances, rules, or regulations dealing with the prevention of environmental pollution or the preservation of natural resources that may affect the performance of this Contract. These agencies include, but are not limited to:
- 10.7.1. Federal Agencies: Department of Agriculture, Forest Service, Soil and Water Conservation Service, Coast Guard, Department of Defense, Army Corps of Engineers, Department of Emergency, Federal Energy Regulatory Commission, Environmental Protection Agency, Department of Health and Human Services, Department of Housing and Urban Development, Solar Energy and Energy Conservation Bank, Department of Interior, Bureau of Land Management, Bureau of Indian Affairs, Bureau of Mines, Bureau of Reclamation, Geological Survey, Minerals Management Service, U.S. Fish and Wildlife Service, Department of Labor, Mine Safety and Health Administration, Occupational Safety and Health Administration, Department of Transportation, Federal Highway Administration, and Water Resources Council.
- 10.7.2. State Agencies: Department of Administrative Services, Department of Agriculture, Soil and Water Conservation Commission, Columbia River Gorge Commission, Department of Energy, Department of Environmental Quality, Department of Fish and Wildlife, Department of Forestry, Department of Geology and Mineral Industries, Department of Human Resources, Department of Consumer and Business Services, Land Conservation and Development Commission, Department of Parks and Recreation, Division of State Lands, and Department of Water Resources.
- 10.7.3. Local Agencies: City councils, county courts, county boards of commissioners, metropolitan service district councils, design commissions, historic preservation commissions, planning commissions, development review commissions, special district boards of directors, and other and special governmental agencies such as Tri-Met, urban renewal agencies, and Port districts.
- 10.7.4. Tribal Governments.

- 10.8. ORS 279C.530 (Payment for Medical Care and Workers' Compensation): Contractor shall promptly, as due, make payments 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. All employers, including the Contractor, that employ subject workers who work under this Contract in the State of Oregon shall comply with ORS 656.017 and provide the required workers' compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its Subcontractors complies with these requirements.
- 10.9. ORS 279C.545 (Time Limitations on Claims for Overtime): Construction workers employed by the Contractor or its Subcontractor shall be foreclosed from the right to collect for any overtime under this Contract unless a claim for payment is filed with the Contractor or Subcontractor within 90 days from the completion of the Contract, providing the Contractor or Subcontractor has:
- 10.9.1. Caused a circular clearly printed in blackface pica type and containing a copy of this section to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place which is readily available and freely visible to any or all workers employed on the Work; and
- 10.9.2. Maintained such circular continuously posted from the inception to the completion of the Contract on which workers are or have been employed.
- 10.10. ORS 279C.580(3) (Prompt Payment of First-Tier Subcontractors): Contractor shall include in each subcontract for property or services with a first-tier Subcontractor a clause that obligates the Contractor to pay the first-tier Subcontractor for satisfactory performance under its subcontract within ten days out of such amounts as are paid to the Contractor by the City. Contractor shall also include in each subcontract a clause that states that if the Contractor fails to pay any claim for materials or labor furnished under this Contract within 30 days after being paid by City, interest shall be due on such claim as specified in ORS 279C.515(2) at the end of the ten-day period that payment is due under ORS 279C.580(3). Contractor shall require each first-tier Subcontractor to include a payment clause and interest clause conforming to the requirements of ORS 279C.580 in each of its subcontracts, and to require each of its Subcontractors to include a similar clause in each contract with a lower-tiered subcontractor or supplier.
- 10.11. ORS 279C.605 (Notice of Claim on Bond): Any person claiming a right of action under ORS 279C.600 must file a notice of claim as provided in ORS 279C.605.
- 10.12. ORS 279C.800 to 279C.870 (Payment of Prevailing Wage Required):
- 10.12.1. The hourly rate of wage to be paid by Contractor or any Subcontractor to workers in each trade or occupation required for the public works employed in the performance of this Contract shall not be less than the specified minimum rate of wage in accordance with ORS 279C.838 and ORS 279C.840 for each trade or occupation as defined by the Commissioner of the Oregon Bureau of Labor and Industries in the applicable publication entitled Definitions of Covered Occupations for Public Works Contracts in Oregon available at http://www.boli.state.or.us/BOLI/WHD/PWR/pwr_state.shtml.

- 10.12.2. This contract is subject to the prevailing wage rates published as specified in the City's Invitation to Bid document included in this contract as Exhibit C.
- 10.12.3. Contractor and all Subcontractors shall keep the prevailing wage rates for this Project posted in a conspicuous and accessible place in or about the Project.
- 10.12.4. The City shall pay a fee to the Commissioner of the Oregon Bureau of Labor and Industries as provided in ORS 279C.825. The fee shall be paid to the Commissioner under the administrative rule of the Commissioner.
- 10.12.5. If Contractor or any Subcontractor also provides for or contributes to a health and welfare plan or a pension plan, or both, for its employees on the Project, it shall post notice describing such plans in a conspicuous and accessible place in or about the Project. The notice shall contain information on how and where to make claims and where to obtain future information.
- 10.13. **ORS 279C.836 (Public Works Bond Required)**: Contractor shall:
- 10.13.1. File a public works bond with the Construction Contractors Board pursuant to ORS 279C.836 before starting work on the Project, unless exempt under ORS 279C.836(2), (7) or (8); and
- 10.13.2. Include in every subcontract a provision requiring the Subcontractor to file a public works bond with the Construction Contractors Board pursuant to ORS 279C.836 before starting work on the Project, unless exempt under ORS 279C.836(2), (7) or (8).
- 10.14. **ORS 279C.845 (Prevailing Wage Certification; Additional Retainage)**:
- 10.14.1. Contractor and every Subcontractor shall file certified statements with City in writing in the form prescribed by the Commissioner of the Bureau of Labor and Industries, certifying the hourly rate of wage paid each worker whom Contractor or Subcontractor has employed upon such public work, and further certifying that no worker employed upon such public work has been paid less than the prevailing rate of wage or less than the minimum hourly rate of wage specified in the Contract, which certificate and statement shall be verified by the oath of Contractor or Contractor's surety or Subcontractor or Subcontractor's surety that Contractor and any Subcontractor has read such statement and certificate and knows the contents thereof, and that the same is true to Contractor or Subcontractor's knowledge. The certified statements shall set out accurately and completely the payroll records for the prior week including the name and address of each worker, the worker's correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid.

- 10.14.2. The certified statement shall be delivered or mailed by Contractor or Subcontractor to City. Certified statements for each week during which the Contractor or Subcontractor employs a worker upon the public work shall be submitted once a month, by the fifth business day of the following month. Information submitted on certified statements may be used only to ensure compliance with the provisions of ORS 279C.800 to 279C.870. Notwithstanding any other provision of this Contract and in addition to any other retainage required under this Contract, the City shall retain 25% of any amount earned by the Contractor until the Contractor has filed the certified statements with the City as required by this Section. The City will pay the retainage required under this Section within 14 days after Contractor files the certified statements required by this Section.
- 10.14.3. Contractor and each Subcontractor shall preserve the certified statements for a period of three years from the date of completion of the Contract.
- 10.15. ORS 671.560, 701.026 (Landscape/Construction Contractors License Required): If Contractor is performing work as a landscape contractor as defined in ORS 671.520(2), Contractor must have a current, valid landscape contractor's license issued under ORS 671.560. If Contractor is performing work as a Contractor as defined in ORS 701.005(2), Contractor must have a current, valid construction contractor's license issued under ORS 701.026. Contractor shall further certify that all Subcontractors performing Work described in ORS 701.005(2) are registered with the Construction Contractors Board or licensed by the State Landscaping Contractor's Board as required by the above-noted statutes before they commence Work under this Contract. Contractor shall maintain in effect all licenses, permits, and certifications required for the performance of the Work. Contractor shall notify City immediately if any license, permit, or certification required for performance of this Contract shall cease to be in effect for any reason.
- 10.16. SB 675 (Oregon Tax Law Compliance): Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Contractor (to the best of Contractor's knowledge, after due inquiry), for a period of no fewer than six calendar years preceding the date of this Contract, faithfully has complied with:
- 10.16.1. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
- 10.16.2. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor;
- 10.17. ORS 279B.230(2) (Oregon Workers' Compensation Law): Contractor and its subcontractors, if any, are subject to Oregon Workers' Compensation Law, which requires all employers that employ subject workers who work under this Contract in the State of Oregon to comply with ORS 656.017 and provide the required workers' compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors, if any, complies with these requirements (ORS 279B.230(2)).

11. NOTICE.

Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery or mailing with postage prepaid to Contractor or City at the address set forth below. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

For the City of Sandy

Contract Administrator Name, Title: Rochelle Anderholm-Parsch, Park and Recreation Director

Address, City, State and ZIP Code: 38348 Pioneer Blvd, Sandy, OR 97055

Telephone: 503-489-2157

Email: randerholmparsh@ci.sandy.or.us

For the Contractor

Contract Administrator Name, Title: Charla Connell, Contract Administrator

Address, City, State and ZIP Code: 601 S. McKinley Ave., Joplin, MO 64801

Telephone: 417-206-6816

Email: cconnell@americanrampcompany.com

12. CONTRACTOR INFORMATION AND CERTIFICATION.

Contractor shall provide Contractor's Social Security number or Contractor's federal tax ID number and the additional information set forth below. This information is requested pursuant to ORS 305.385 and OAR 125-246-0330. Social Security numbers provided pursuant to this paragraph will be used for the administration of state, federal and local tax laws.

Legal Name: **American Ramp Company**

Address, City, State and ZIP Code: **601 S. McKinley Ave, Joplin, MO 64801**

Citizenship, if applicable: Non-resident alien? Yes No

Business Designation (check one):

Professional Corporation Partnership Limited Partnership

Limited Liability Company Limited Liability Partnership Sole Proprietorship Other

Federal Tax ID#: 35-2353308 or SSN: NA

Oregon CCB License Number: **220423**

City may report the information set forth above in conjunction with any reports it makes to the Internal Revenue Service (IRS) under the name and Social Security number or taxpayer identification number provided.

The individual signing on behalf of Contractor hereby certifies and swears under penalty of perjury that: (a) the number shown on this form is Contractor's correct taxpayer identification; (b) Contractor is not subject to backup withholding because (i) Contractor is exempt from backup withholding, (ii) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that Contractor is no longer subject to backup withholding; (c) s/he is authorized to act on behalf of Contractor, s/he has authority and knowledge regarding Contractor's payment of taxes, and to the best of her/his knowledge, (d) Contractor is not in violation of any Oregon tax laws named in ORS 305.380(4). Contractor is an independent contractor as defined in ORS 670.600; and (e) the supplied Contractor data is true and accurate.

Contractor has the power and authority to enter into and perform this Contract. The persons executing this Contract on behalf of Contractor have the actual authority to bind Contractor to the terms of this Contract.

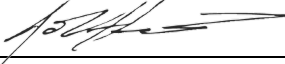
<p>FOR THE CITY OF SANDY:</p> <hr/> <p><i>Signature</i></p> <hr/> <p><i>Name (Printed)</i></p> <hr/> <p><i>Title</i></p> <hr/> <p><i>Date</i></p>	<p>FOR American Ramp Company:</p>  <hr/> <p><i>Signature</i></p> <hr/> <p>John Hunter <i>Name (Printed)</i></p> <hr/> <p>CEO <i>Title</i></p> <hr/> <p>6/30/2023 <i>Date</i></p>
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EXHIBIT A
PUBLIC IMPROVEMENT CONTRACT
GENERAL CONDITIONS

1. GENERAL PROVISIONS.

- 1.1. Architect. The "Architect" is [American Ramp Company.]
- 1.2. Contract Documents. The "Contract Documents" are enumerated in Item 3 of the Contract.
- 1.3. Contract Schedule. The "Contract Schedule" is the graphical representation of the practical plan for carrying out the Work and completing the Work within the Contract Time as set forth in the Contract Documents. The Contract Schedule provides a list of intended events and times to complete each event as set forth in the Contract Documents.
- 1.4. Drawings. The "Drawings" are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.
- 1.5. Knowledge. The terms "knowledge," "recognize" and "discover" their respective derivatives and similar terms in the Contract Documents, when used in reference to the Contractor, means that which the Contractor knows or should know, recognizes or should recognize and discovers or should discover. Analogously, the expression "reasonably inferable" and similar terms in the Contract Documents means reasonably inferable by a contractor familiar with the Project and exercising the care, skill and diligence required of the Contractor by the Contract Documents.
- 1.6. Modification. A "Modification" is
 - 1.6.1.a written amendment to this Contract signed by both parties;
 - 1.6.2.a Change Order;
 - 1.6.3.a Construction Change Directive; or
 - 1.6.4.a written order for a minor change in the Work issued by the Architect.
- 1.7. Organization of Drawings and Specifications. "Organization of Drawings and Specifications" into divisions, sections, articles, or otherwise arranged will not control Contractor in dividing the Work among subcontractors or in establishing the extent of Work to be performed by any trade subcontractor.
- 1.8. Project. The "Project" is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by City and by separate Contractors.
- 1.9. Project Site. The "Project Site" is the property upon which the Project lies and City's property that surrounds the Project, extending to the City's property boundary.
- 1.10. Specifications. The "Specifications" are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards, and workmanship for the Work and performance of related services.

2. CITY'S RESPONSIBILITIES.

- 2.1. Authorized Representative. City shall designate a person in writing to be the authorized representative with express authority, to the extent permitted by law, to bind and communicate on behalf of City with respect to all matters requiring City's approval or authorization ("City Representative"). The term "City" includes City Representative.
- 2.2. Contract Administration. City shall provide contract administrative services for the Project through City's authorized representative. The City Representative may engage and delegate authority to such additional staff and professional and technical consultants as City deems necessary to assist in perform its administrative tasks. Contractor shall direct all Project communications to City and in accordance with the Contract Documents, or as City directs in writing.
 - 2.2.1. City may engage professional architects or engineers to assist City during construction of the Project to interpret technical contract provisions and to determine the amount, quality, acceptability, and fitness of the Work. Such architects or engineers will be authorized to act on behalf of City only to the extent expressly provided in the Contract Documents or as City otherwise directs in writing.
 - 2.2.2. City may engage a consulting construction manager to provide Project administrative services on City's behalf. Such construction manager will be authorized to act on behalf of City to the extent expressly provided in the Contract Documents or as City otherwise directs in writing.
 - 2.2.3. City may retain certain project inspectors to monitor compliance with Drawings and Specifications for the Project, as well as applicable codes and ordinances. Such project inspectors will be authorized to act on behalf of City to the extent expressly provided in the Contract Documents or as City otherwise directs in writing.
- 2.3. Access to the Work. City and its designated representatives shall have free access to the Work at all times. Contractor shall not carry on Work except with the knowledge of City and its designated representatives. City may require special inspection or testing of any portion of the Work, whether it has been fabricated, installed, or fully completed. Inspection or observation of Work shall not relieve Contractor from any obligation to fulfill the Contract.
- 2.4. Right to Stop or Reject Work. City may reject Work that fails to conform to the Contract Documents, as determined by City. If Contractor fails to promptly correct such defective Work, City may issue a written order directing Contractor to stop the Work, or designated portion thereof, until the cause for such order is eliminated. The right of City to stop the Work shall not give rise to a duty on the part of City, or any of its representatives, to discover nonconforming Work or to exercise the right to stop the Work for the benefit of Contractor or any other person or entity.
- 2.5. Permits and Access. Except for permits and fees that are Contractor's responsibility under the Contract Documents, City shall secure and pay for all other necessary approvals, easements, assessments and charges required to complete the Work..
- 2.6. Subsurface Surveys. City shall make available to Contractor, and Contractor shall study, the results of such test borings and information that City has concerning subsurface conditions and site geology. Contractor shall inform City of any other site investigation, analysis, study, or test conducted by or for Contractor or its agents and shall make the results available to City upon City's request.

2.7. City's Rights. The rights stated in this section and elsewhere in the Contract Documents are cumulative and do not limit any rights City may have under the Contract Documents, at law or in equity. Without limiting the generality of the foregoing sentence, any right City has under the Contract Documents to compel Contractor to fix defective Work, up to and including any warranty period the Contract Documents may establish, does not operate to shorten or otherwise limit statutes of limitations applicable to the Work.

3. CONTRACTOR'S RESPONSIBILITIES.

3.1. General Responsibilities.

3.1.1. Authorized Representative. Contractor shall designate a person in writing to be the authorized representative with express authority to bind and communicate on behalf of Contractor with respect to all matters requiring Contractor's approval or authorization ("Contractor Representative"). The term "Contractor" means the Contractor or the Contractor Representative.

3.1.2. Materials, Equipment, and Services. The Contractor will provide all labor, materials, equipment, and services necessary to complete the Work, all of which will be provided in full accord with the Contract Documents.

3.1.3. Supervision and Coordination. Unless otherwise expressly provided in the Contract Documents, the Contractor will be solely responsible for the supervision and coordination of the Work, including the construction means, methods, techniques, sequences, and procedures utilized.

3.1.4. Project Correspondence. Contractor shall provide City with a copy of all written communications between Contractor and City's consultants at the same time as that communication is made to such consultants, including, without limitation, all requests for information, correspondence, submittals, notices, and change order proposals. Contractor shall confirm oral communications in writing.

3.1.5. Project Boundary. Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

3.1.6. Taxes. Contractor shall pay all applicable taxes for the Work provided by Contractor that are legally applicable at the time the bid is submitted, whether or not yet effective or merely scheduled to go into effect.

3.1.7. Permits, Fees and Notices. Except as otherwise provided in the Contract Documents, Contractor shall secure and pay for all permits, licenses, and certificates that are the Contractor's responsibility under the Contract Documents and that are necessary for prosecution of Work before the date of the commencement of the Work or before the permits, licenses, and certificates are legally required to continue the Work without interruption. Contractor shall obtain and pay, when legally required, for all licenses, permits, inspections, and inspection certificates required by any authority having jurisdiction over any part of the Work included in the Contract. Contractor shall deliver all final permits, licenses, and certificates to City before demand is made for final payment.

3.2. Worksite Conditions.

3.2.1. Benchmarks and Monuments. Contractor shall protect and preserve established benchmarks and monuments and shall not change locations of benchmarks and monuments without City's prior written approval. Contractor shall replace any benchmarks or monuments that are lost or destroyed subsequent to proper notification of City and with City's approval.

3.2.2. Field Verification. Prior to the commencement of the Work, Contractor shall review the Project Site with City in detail and identify the area of the Work, staging areas, connections or interfacing with existing structures and operations, and restrictions on the Work site area. Contractor shall ensure that all forces on the Project Site are instructed about the acceptable working and staging areas and restrictions on use of the site. Contractor, with advance consent of City, shall erect such barriers and devices as are necessary to restrict access within the Work site to authorized areas and to prevent unauthorized access to non-Work areas.

3.2.3. Utility Locates. Contractor will be responsible to locate existing utilities and underground facilities that are indicated in the Contract Documents or that are known or reasonably should be known to exist in proximity to the Work. Contractor shall provide timely notice and locate requests with any affected utility or through contact with appropriate notification centers before commencing excavation or demolition Work that Contractor knows or reasonably should know is in proximity to such utilities or facilities. Contractor assumes the sole risk and will be responsible for all delay and expense arising out of Contractor's failure to do so. Contractor acknowledges that utility companies and other third parties owning or managing facilities that may need to be relocated are not City's agents and do not act for the City.

3.3. Responsibility for Performance.

3.3.1. Before beginning the Work, Contractor shall examine and compare the drawings and specifications with information furnished by City that are Contract Documents, relevant filed measurements made by the Contractor, and any visible conditions at the worksite affecting the Work.

3.3.2. Reporting Inconsistencies. Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations, but Contractor shall promptly report any nonconformity it discovers to City. Contractor will be liable to City for damages if it fails, in the exercise of normal diligence, to recognize any error, inconsistency, omission or difference between field conditions and the Contract Documents. Contractor shall promptly report any errors, inconsistencies, or omissions it discovers, as a request for information, in such a form as City or Architect may require. Contractor will not be entitled to any modification in Contract Total or Contract Time solely by the request for information. Contractor shall carefully study and compare all Contract Documents, including Drawings, Specifications, and other instructions and shall at once report, in writing to City any error, inconsistency, or omission that Contractor or its employees or subcontractors may discover. In the event of an inconsistency within or between parts of the Contract Documents, or between the Contract Documents and applicable law, and regardless of whether Contractor reports the inconsistency to the City, the Contractor must: (i) provide the better quality or greater quantity of Work; or (ii) comply with the more stringent requirement as applicable.

3.3.3. Unnecessary Inquiries. Contractor is liable for costs incurred by City for professional services for interpretations or decisions of matters where the information sought is equally available to the party making the request.

3.4. Construction Materials and Supplies.

3.4.1. Quantities of Materials. Contractor shall provide materials in sufficient quantities on hand at such times as to insure uninterrupted progress of Work and shall store materials properly and protect materials as required.

3.4.2. Complete Assembly. For all materials and equipment specified or indicated in the Drawings, Contractor shall provide all labor, materials, equipment, and services necessary for complete assemblies and complete working systems, functioning as intended. Contractor shall furnish incidental items not indicated on Drawings, nor mentioned in the Specifications, that can be legitimately and reasonably inferred to belong to the Work described, or necessary in good practice to provide a complete assembly or system, as though itemized here in every detail. In all instances, Contractor shall install material and equipment in strict accordance with each manufacturer's most recent published recommendations and specifications. Contractor shall be responsible for appropriately sequencing the Work and for verification of suitability of prior work before subsequent construction activities.

3.4.3. Timely Ordering of Materials. Contractor shall coordinate submittal approvals and place orders for materials and/or equipment so that delivery of same will be made without delays to the Work. Contractor shall, upon City's reasonable request, provide documentary evidence that orders have been placed.

3.4.4. No Right to Lien. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in Work and agrees upon completion of all Work to deliver the site to City, together with all improvements and appurtenances constructed or placed thereon by it, and free from any claims, liens, or charges. Because City's property is public property, Contractor and any person, firm, or corporation furnishing any materials or labor for any Work covered by this Contract, will not have any right to lien any portion of the Project Site or any improvement or appurtenance thereon.

3.4.5. Storage. Contractor and its subcontractors shall obtain City approval before delivering or storing materials or tools on City's premises. Upon approval, Contractor shall store materials and tools so that they do not hamper the operation of equipment or persons and do not present a fire or safety hazard.

3.5. Construction Personnel and Supervision.

3.5.1. Supervision. During progress of the Work, Contractor shall keep on the Project Site, and at all other locations where any Work related to this Contract is being performed, a competent project manager, construction superintendent and staff, who are employees of Contractor, to whom City does not object and at least one of whom is fluent in English, written and verbal. Contractor shall provide efficient supervision to the Work, using its best skill and attention. Before commencing the Work, Contractor shall give written notice to City of the name of its project manager and construction superintendent. Contractor is bound by all directions given to Contractor's project manager and/or construction superintendent as if such direction was given to Contractor.

- 3.5.2.Replacement of Supervision. Contractor shall not otherwise remove or replace the construction superintendent or project manager for any reason, including their need to work on other projects, or to take extended vacations, without submitting thirty (30) days' written notice to City. If Contractor's project manager, construction superintendent, or support staff member is no longer employed by Contractor, Contractor shall provide City with notice of the termination of the employment relationship and shall consult with City with respect to replacement personnel.
- 3.5.3.Discipline and Removal. Contractor shall at all times enforce strict discipline and good order among its subcontractors and employees and shall not employ or work any unfit person, or anyone not skilled in work assigned to that person. City may require Contractor to permanently remove unfit persons from Project Site. Contractor shall not employ any person whom City may deem incompetent or unfit on the Project except with the prior written consent of City. City may require removal and replacement of any or all construction superintendents or project managers upon ten (10) days' notice to Contractor.
- 3.5.4.Acts or Omissions. Contractor is responsible to City for acts and omissions of Contractor's employees, subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of Contractor or any of its subcontractors.
- 3.5.5.Identification Badges. The Contractor and its subcontractors, and the employees and the agents of any of them shall comply with City's policies and requirements to obtain, display, and return identification badges at any time while they are present on City's property.
- 3.6. Contractor's Construction Master Schedule.
- 3.6.1.Schedule Required. Within no more than ten (10) days of being awarded the Contract, and before commencing the Work, Contractor shall prepare and submit to City for City's approval a construction master schedule for the Work. The construction schedule shall be in a detailed precedence-style critical path method (CPM) type format, which will include any interim dates that are critical in insuring the timely completion of the Work as provided in the Contract Documents. City shall provide approval or comment on the submitted schedule within seven (7) days. Contractor shall be responsible for amending construction schedule in response to City comments.
- 3.6.2.Logic. Schedule shall use retained logic during the development and updating of the schedule. Any function that would cause the retained logic of the logic network to be overridden is prohibited unless approved, in writing and in advance, by the Architect and City.
- 3.6.3.Schedule shall include: date of Notice to Proceed, date of Substantial Completion, and date of Final Completion in accordance with Contract Documents.

3.6.4. Schedule Maintenance. The schedule shall not exceed the Contract Time for the Work. Contractor shall revise and update the schedule at appropriate intervals, no greater than monthly, or as required by City or the conditions of the Work and Project. Should the Contractor fail to meet any scheduled date as shown on the current Construction Progress Schedule, the Contractor shall promptly notify the City, and if requested, be required at its own expense to submit within five (5) days of the request an updated Construction Progress Schedule. If the Contractor's progress indicates to the City that the Work will not be Substantially Completed within the Contract Time, the Architect and City may require the Contractor develop a Recovery Schedule that adequately demonstrates how the Contractor will, at its own expense, increase its work force and/or working hours to bring the actual completion dates of the activities into conformance with the Construction Progress Schedule and Substantial Completion within the Contract Time. Neither the City nor the Architect will, however, be obligated to review the substance or sequence of the Construction Progress Schedule or otherwise determine whether it is correct, appropriate or attainable.

3.6.5. Submittal Schedule. Contractor shall prepare and keep current, for City's review and acceptance, a schedule of submittals that is coordinated with the construction schedule and allows City and its consultants reasonable time to review submittals and to provide information necessary for procurement and installation of Work for which allowances are provided under the Contract Documents. City may require Contractor to include preparation of Contract submittals as a line item payment in the schedule of values.

3.6.6. Execution of Schedule. Contractor shall perform the Work in general accordance with the most recent schedules submitted to and accepted by City. Contractor shall indicate in the schedule updates any Work that is not proceeding according to the schedule and shall provide a written plan of action to bring the Work into compliance with the schedule or to otherwise ensure that the Work will be completed within the Contract Time.

3.7. Documents and Records.

3.7.1. Record Documents. Contractor shall update at least weekly, at the Project Site, or at such other location as City may authorize in writing, one legible copy of all Contract Documents annotated with all changes ("Record Documents"), including but not limited to Addenda, RFIs, ASIs, and Change Orders. Contractor shall also maintain on site a complete record and copy of all approved submittals, shop drawings and product samples. Failure to update in a timely manner as required by this section may result in withholding payment by City. Contractor shall keep these documents in good order and available to City's consultants or representatives and all authorities having jurisdiction. Contractor shall coordinate with City's representatives and consultants and shall submit its verified report(s) according to Oregon law or as required by authorities having jurisdiction. The Contractor shall submit the completed and finalized project record to City in accordance with the contract documents prior to Final Acceptance.

- 3.7.2. Daily Job Reports. Contractor shall maintain at least one (1) set of reports on the Project prepared by Contractor's employee(s) present on site, and which includes following information: a brief description of all Work performed on that day; a summary of all pertinent events and/or occurrences on that day including records of all tests and inspections; a list of all subcontractor(s) working on that day; a list of each Contractor employee working on that day; the total hours worked for each employee; a complete list of all equipment on the Project that day, whether in use or not; the time Work commenced and ended; weather conditions; accidents or injuries; and Work progress made for that day ("Daily Job Reports"). Contractor shall keep the Daily Job Reports current and in good order and shall make current copies available to City upon request.
- 3.7.3. Maintenance of Records after Final Payment. Contractor shall make available at its office at all reasonable times the materials described in this paragraph for the examination, audit, or reproduction until six (6) years after final payment under this Contract: (a) all Daily Job Reports or other Project records of Contractor's project manager(s), construction superintendent(s), and/or project foreperson(s); (b) all certified payroll records and/or related documents including, without limitation, payroll, payment, timekeeping and tracking documents; (c) all books, estimates, records, contracts, documents, bid documents, bid cost data, subcontract job cost reports, and other data of Contractor, any subcontractor, and/or supplier, including computations and projections related to bidding, negotiating, pricing, or performing the Work or Contract modification, in order to evaluate the accuracy, completeness, and currency of the cost, manpower, coordination, supervision, or pricing data at no additional cost to City. These documents may be duplicative and/or be in addition to any bid documents held in escrow by City.
- 3.7.4. Submittals. Contractor shall submit shop drawings, product data, samples and mock ups as required by the Contract Documents that have been verified and coordinated with the requirements of the Work and of the Contract Documents. Contractor shall not perform any portion of the Work until the submittals for that portion have been approved by City.
- 3.7.5. Professional Design Services. City will not require Contractor to perform professional services which constitute the practice of architecture, engineering, or surveying unless such services are specifically required by the Contract Documents as a part of the Work or unless Contractor must provide such services in order to carry out Contractor's responsibilities under the Contract. City shall specify performance and design criteria that such professional services must satisfy.
- 3.7.6. Ownership of Documents. All copies of Drawings, Specifications, and copies of other incidental architectural and engineering work, or copies of other Contract Documents furnished by City or generated by Contractor, including those in electronic form, are the property of City.
- 3.7.7. Copyright and License. Neither Contractor nor any subcontractor, or material or equipment supplier, will own or claim a copyright in the documents prepared by the City's consultants. City hereby grants Contractor, subcontractors, sub-subcontractors, and material or equipment suppliers a limited license to use applicable portions of the Drawings and Specifications prepared for the Project in the execution of their Work under the Contract Documents.

3.7.8. Royalties, Licenses and Copyrights. Contractor shall obtain and pay, when required by law, all royalties and license fees necessary for prosecution of Work before the earlier of the date of the commencement of the Work or the date the license is legally required to continue the Work without interruption. Contractor shall defend suits or claims of infringement of patent, copyright, or other rights and shall hold City, City's consultants, and City's representatives harmless and indemnify them from loss on account of claims for infringement to the extent Contractor knew, or with reasonable diligence should have known, that the use of a specified design, process, or product would constitute infringement.

3.7.9. Intellectual Property. The review by City or Architect of any method of construction, invention, appliance, process, article, device, or material of any kind is limited to a review for adequacy for the Work and is not approval for use by Contractor in violation of any patent or other rights of any person or entity.

3.8. Tests and Inspections.

3.8.1. Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities.

3.8.2. Unless otherwise provided, Contractor shall arrange for such tests, inspections, and approvals, and shall bear the associated costs. Contractor shall notify City of scheduled tests and/or inspections and approvals, so that City or its designated representative may be present for such procedures, which presence shall be at City's expense.

3.8.3. Contractor shall not incorporate any material into the Work that has not satisfied all testing, inspection, or approval requirements of the Contract Documents.

3.8.4. Contractor shall secure and promptly deliver required certificates of testing, inspection or approval to City, unless otherwise provided by the Contract Documents.

3.8.5. If testing, inspection, or approval required by the Contract Documents, or otherwise required by City, reveal failure of the Work to comply with requirements of the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation of City's costs, shall be at Contractor's expense.

3.9. Work Under the Contract.

3.9.1. Defective Work. At City's sole option, Contractor shall repair or replace any and all Work, together with any other Work that may be displaced in doing so, that may prove defective in workmanship and/or materials within a one (1) year period from Substantial Completion of the Work without expense whatsoever to City. In the event Contractor fails to commence and diligently pursue such replacements or repairs within ten (10) days after being notified in writing, Contractor hereby acknowledges and agrees that City may correct such defects, without voiding any guarantee or warranty, at Contractor's expense. Payment shall become due upon City's demand, and shall be an obligation secured by Contractor's performance bond.

- 3.9.2. Correction of Work. If, in the opinion of City, defective Work creates an exigent or dangerous condition or requires immediate correction or attention to prevent injury to persons or property or to prevent interruption of City operations, City may, upon making a good faith attempt to notify Contractor, proceed to make some or all replacements or repairs as may be reasonably required in the circumstances. The costs of such work will be charged against Contractor and shall become due upon City's demand.
- 3.9.3. Manufacturer's Warranties. The above provisions do not in any way limit the guarantees on any items for which a longer guarantee is specified or on any items for which a manufacturer gives a guarantee for a longer period. Contractor shall furnish to City all appropriate guarantee or warranty certificates as indicated in the Specifications or upon request by City. Contractor shall obtain and preserve for the benefit of City, manufacturer's warranties on material, fixtures, and equipment incorporated into the Work. Contractor shall furnish City with all guarantee or warranty certificates as indicated in the Specifications or upon City's request.
- 3.9.4. Cutting and Patching. Contractor shall do all cutting, fitting, patching, and preparation of Work as required to make its several parts come together properly, to fit it to receive, or be received by work of other Contractors, and to coordinate tolerances to various pieces of work, showing upon, or reasonably implied by, the Drawings and Specifications for the completed structure, and shall conform them as City may direct.
- 3.9.5. Alteration of Work by Contractor or Others. Contractor shall not endanger any Work performed by it or anyone else by cutting, excavating, or otherwise altering Work and shall not cut or alter Work of any other Contractor except with consent of City.
- 3.9.6. Cleaning up. Contractor shall keep the Project Site and surrounding area, including public rights of way, free from dust, mud, dirt, or accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, Contractor shall clean the site, streets, and sidewalks and shall remove from the Project waste materials, rubbish, Contractor's tools, construction equipment, machinery, and surplus materials.
- 3.9.7. Access to Work. Contractor shall provide City and its representatives access to the Work in preparation and progress wherever located.
- 3.10. Allowances.
- 3.10.1. Contractor shall include all allowances stated in the Contract Documents in the Contract Total. Unless the Contract Documents provide otherwise, Contractor shall include in the Contract Total, separate from allowances, amounts necessary to cover the cost of materials and equipment delivered at the site and all required taxes, less applicable trade discounts, Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance. City shall adjust the Contract Total through a Change Order whenever costs are more than allowances. City shall provide a Change Order amount that reflects the difference between the actual cost and the allowance.
- 3.11. Warranty.

- 3.11.1. Contractor warrants to City and Architect that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by Architect or City, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
- 3.11.2. Contractor guarantees all work against defects in material or workmanship for a period of one (1) year from the date of substantial completion.
- 3.11.3. If, after 10 days' notice, Contractor fails to proceed to cure any breach of this warranty, City may have the defects corrected and Contractor and its surety shall be liable for all expenses incurred. In case of an emergency, where, in the opinion of City or Architect, delay would cause serious loss or damage, corrective work may be undertaken without advance notice to Contractor; but Contractor and its surety shall remain liable for all expenses incurred. The remedies stated in this subsection are not exclusive, but are cumulative of any other remedies City may have.
- 3.11.4. Contractor shall assign, and shall obtain from subcontractors and assign, all manufacturers' warranties to City and all guarantees and warranties of goods supplied under this Contract shall be deemed to run to the benefit of City. Contractor shall provide City with all manufacturers' warranty documentation and operations and maintenance manuals not later than the date of Final Acceptance of the Work by the City.

4. **SUBCONTRACTORS.**

- 4.1. Subcontractor Disclosure. Contractor shall provide City a list of all subcontractors and major suppliers with a name, address, telephone and fax numbers, Oregon license number(s), classification, and monetary value of each subcontract for labor, material, or equipment. If City objects, City shall promptly provide a written notice of objection. Contractor shall not contract with a proposed person or entity to which City reasonably objects or that is ineligible to receive a subcontract under ORS 279C.860, and shall procure a replacement subcontractor that is acceptable to City. City shall provide a Change Order before commencement of substitute subcontractor's Work for the increase or decrease in the Contract Total and Contract Time occasioned by such change, unless the subcontractor is ineligible under ORS 279C.860, and Contractor shall be fully responsible for performance of the substituted subcontractor under the Contract Documents. Contractor shall be solely responsible to determine whether any proposed subcontractor is eligible.
- 4.2. Pass-Through. Contractor shall require each subcontractor, by written agreement, to be bound to Contractor by terms of this Contract to the extent it applies to the Work performed by subcontractor. Contractor shall provide copies of subcontract agreements upon City's request.
- 4.3. No Waiver. City's consent or failure to object to any subcontractor does not relieve Contractor of any obligations under this Contract and is not a waiver of any provisions of this Contract. A waiver is not effective unless it is in writing and is signed by the City.
- 4.4. Substitution and Assignment. Contractor shall not, without City's written consent:

- 4.4.1. Substitute any person as a subcontractor in place of the subcontractor designated in the original bid.
- 4.4.2. Permit any Subcontract to be assigned or transferred, or allow any portion of the Work to be performed by anyone other than the subcontractor listed in the original bid; or
- 4.4.3. Sublet or subcontract any portion of the Work in excess of one-half of one percent (1/2 of 1%) of Contractor's total bid as to which his original bid did not designate a subcontractor.
- 4.5. Coordination of Work. Contractor shall coordinate the trades, subcontractors, sub-subcontractors and material or equipment suppliers working on the Project.
- 4.6. Subcontractor Dispute Resolution. Contractor shall settle any difference between Contractor and its subcontractor(s) or between subcontractors.
- 4.7. Assignment. Contractor shall include assignment provisions in each subcontract as indicated in the termination provisions set forth in these General Conditions.
- 4.7.1. Contingent Assignment of Subcontractors. Contractor shall assign to City each subcontract agreement for a portion of the Work provided that:
- 4.7.1.1. Assignment is effective only after termination of this Contract by City for cause or stoppage of the Work by City, and only for those subcontract agreements which City accepts in its sole discretion by notifying the subcontractor and Contractor in writing; and
- 4.7.1.2. Assignment is subject to the prior rights of the surety, if any, obligated under bond relating to this Contract.
- 4.7.2. Upon such assignment, if the Work has been suspended for more than thirty (30) days, City shall equitably adjust subcontractor's compensation for increases in cost resulting from the suspension.
- 4.8. Prompt Payment of Subcontractors. Contractor shall promptly pay subcontractors as required by the Contract.
- 5. CONSTRUCTION BY CITY.**
- 5.1. Other Contractors. City may let other contractors perform work with its own forces, in connection with the Project. Contractor shall afford other contractors reasonable opportunity for introduction and storage of materials and execution of their work and shall properly coordinate and connect the Work with the work of other contractors. If Contractor claims that delay or additional cost is involved because of such action by City, Contractor shall make such claim in the manner provided in the Contract Documents.
- 5.1.1. Contractor shall protect the work of other contractors that it encounters while working on the Project.
- 5.1.2. If any part of Contractor's Work depends upon completion of the work of City or others for proper execution, Contractor shall inspect and promptly report to City any discrepancy or defective condition in such work. Contractor's failure to inspect and report will be deemed acceptance of all work of others as fit and proper for reception of Contractor's Work. Contractor is liable for damages for work of others that Contractor failed to inspect, except for defects that were not discoverable and may develop in City's or any other contractor's work after execution of Contractor's Work.

- 5.2. Mutual Responsibility. Contractor shall reimburse City for costs incurred by City which are payable to a separate contractor because of delays, improperly timed activities or defective construction of Contractor. City shall reimburse Contractor for costs incurred by Contractor because of delays, improperly timed activities, and damage to the Work or defective construction of a separate contractor.
- 5.3. City's Right to Clean Up. If a dispute arises among Contractor, separate contractors and City as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, City may clean up and the City shall allocate the cost among those responsible.

6. CHANGES IN THE WORK.

6.1. Change Orders.

6.1.1. Change Order. A document prepared by the City Representative and signed by the City, the City Representative, the Architect, and the Contractor or assigned designee, stating their agreement upon all of the following: (1) a change in the Work; (2) the amount of the adjustment in the Contract Total, including all costs, overhead and profit, if any; and (3) the extent of the adjustment in the Contract Time, if any, issued after the effective date of the Contract.

6.1.2. A Proposed Change Order (PCO) is a document prepared by the Contractor to seek additional compensation and/or time from the City. The Contractor shall provide a written PCO narrative explaining its reasons for requesting additional compensation or time. The written PCO narrative shall reference all related schedule activities and contract specification sections and drawings directly pertaining to the PCO, include all costs, overhead and profit.

6.1.3. Change Pricing. In the absence of applicable unit prices or other agreement, the changed work will be priced in accordance with the following provisions:

6.1.3.1. In no case shall the sum of the individual markups applied to a General Contractor's Modification exceed fifteen percent (15%), regardless of the number of Subcontractor tiers involved in performing the Work.

6.1.3.2. The total combined mark-up for a Subcontractor and his lower-tier Subcontractor shall not exceed ten percent (10%). Costs of tax and insurance shall not be marked up.

6.1.3.3. For work performed by a subcontractor, the subcontractor will receive 10% markup for direct costs. The General Contractor shall receive a five percent (5%) of the subcontractor's direct costs for processing.

6.1.3.4. For self-performed work by the General Contractor, the markup shall equal fifteen percent (15%) of the direct cost as defined herein.

6.1.3.5. Bonding may be increased a maximum of one percent (1%) provided the Contractor demonstrates to the City a requirement to increase bonding.

6.1.3.6. If the net value of a change results in a credit from the Contractor or subcontractor, the credit shall be the actual net cost, plus five percent (5%) for overhead and profit. When both additions and credits covering related work or substitutions are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase or decrease, if any, with respect to the change.

6.1.4. Equipment Costs:

6.1.4.1. The allowance for equipment costs (both rental as well as Contractor owned equipment) shall be based on actual and verified rental company rates. Hourly, daily, weekly, or monthly rates shall be used, whichever is lower. Hourly rates including operator shall not be used. Unless otherwise specified, manufacturer's ratings and manufacturer approved modifications shall be used to classify equipment for determination of applicable rental rates.

6.1.4.2. The actual time to be paid for equipment shall be the time that the equipment is in productive operation on the Work under Contract Modification. In computing the hourly rental of equipment, any time less than thirty (30) minutes shall be considered one half (1/2) hour. No payment will be made for time while equipment is inoperative due to breakdown, or for non workdays. In addition, the rental time shall not include the time required to move the equipment to and from the project site. No mobilization or demobilization will be allowed for equipment already on site. If such equipment is not moved by its own power, then loading and transportation costs will be paid in lieu of rental time thereof. However, neither moving time nor loading and transportation costs will be paid if the equipment is used on the Project Site in any other way than upon the work directly related to the Contract Modification.

6.1.5. Small Tools. Individual pieces of equipment having a replacement value of two thousand dollars (\$2,000) or less shall be considered to be small tools or small equipment, and no payment will be made since the costs of these tools and equipment is included as part of the markup for overhead and profit defined herein.

6.1.6. Labor rates will not be recognized when in excess of the applicable prevailing wage rate pursuant to ORS 279C.800 to 279C.870 or wage established in any applicable collective bargaining agreement, whichever is higher. The costs for all supervision, including general superintendents and foreman, shall be included in the markup defined herein. Working foreman will be considered a direct cost if the individual is on the project site only installing Work under Contract Modification with no other work being performed at the time. A breakdown of the payroll rates for each trade used for Contract Modifications shall be furnished to the City within thirty (30) calendar days of the Contract Notice to Proceed.

6.1.7. Premium Time Rate. Shall be the difference between the Overtime Hourly Rate and Straight Time Rate per specific trade and classification as more fully defined herein. City will pay taxes on the Premium Time Rate only. The Premium Time Rate shall be paid without overhead and profit calculated against the differential.

- 6.1.8. Material costs directly required for the performance of the Contract Modification. Such costs may include the cost of transportation. If a trade reduction by an actual supplier is available to the Contractor, it shall be credited to the City. If the materials are obtained from a supplier or source owned wholly by or in part by the Contractor, payment thereof will not exceed the current wholesale price for the materials. The term trade reduction includes the concept of cash discounting.
- 6.1.9. Agreement on Change Order. Agreement on any Change Order is a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Total and the construction schedule.
- 6.1.10. Additional Credits. Contractor shall credit all trade discounts, rebates, refunds, and returns from the sale of surplus material to City
- 6.1.11. Cost Accounting Records. Contractor shall provide all cost accounting records to City upon City's request.
- 6.2. Construction Change Directives. A Construction Change Directive is a written order signed by City, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Total or Contract Time, or both. City may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract, the Contract Total and Contract Time being adjusted accordingly. City and Contractor may use a Construction Change Directive in the absence of total agreement on the terms of a Change Order. Upon receipt of a Construction Change Directive, Contractor shall promptly proceed with the change in Work directed and shall advise City of Contractor's agreement or disagreement with the proposed method, if any, provided in the Construction Change Directive for adjustment in the Contract Total or Contract Time.
- 6.2.1. Force Account. When a definite price has not been agreed upon in advance and it is to be paid on a force account basis, City may establish a not-to-exceed budget. Contractor shall submit daily all direct costs necessarily incurred and paid for labor, material, equipment, permit fees, taxes, and increased costs of bonds and insurance related to the Work for approval by City. Contractor shall not exceed the budget unless City specifically authorizes the overrun in writing. City shall pay only for actual costs verified in the field by City on a daily basis. When City and Contractor reach agreement upon the adjustment for price and time, Contractor and City shall prepare and execute an appropriate Change Order.
- 6.2.2. Negotiating Changes. If City and Contractor are unable to agree upon change order terms, or if in the opinion of City the Work must proceed before an agreement can be negotiated, City may order Contractor to proceed with the changes, and Contractor shall comply. In such event, Contractor shall keep detailed daily records as to all labor employed in connection with the changes. Contractor's records will itemize costs for labor, materials, equipment rental, and transportation. Contractor shall submit the records for approval to the City. If Contractor fails to keep such records, all such Work will be deemed to have been performed at Contractor's own expense. City and Contractor shall attempt to negotiate fair and reasonable adjustments to the Contract for changes in the Work. Contractor shall submit to City all evidence in support of Contractor's proposals.

6.2.3. Markup. No fee or other markup of any kind will be applicable to any premium portion of wages, taxes, or related benefits. In the event of addition or deletion of like items in a change order or change directive, the like item quantity will be summed and the unit prices or the percentage fee will be applied to the total.

6.2.4. Written Authorization Required. In no event shall Contractor proceed with changes in the Work without a written order from City to so proceed. City will be under no obligation to pay for unauthorized extra, additional, or changed Work performed by Contractor without a written Change Order, Construction Change Directive, or other written order to proceed duly authorized and executed by City.

6.2.5. Minor Changes. Contractor shall promptly carry out minor changes in the Work issued through written order of City's representative, through the authority granted to it by City, not involving adjustment in the Contract Total or extension of the Contract Time, and not inconsistent with the intent of the Contract Documents.

7. TIME.

7.1. Time is of the Essence. Time limits stated in the Contract Documents are of the essence of the Contract. Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

7.2. No Work Without Insurance. Contractor shall not, except by written direction by City, prematurely commence operations on the site or elsewhere prior to the effective date of insurance to be furnished by City and Contractor. The date of commencement of the Work is not changed by the effective date of insurance.

7.3. Notice to Proceed. City shall issue a Notice to Proceed within a reasonable time following the date of execution of this Contract. To the maximum extent permitted by law, Contractor is not entitled to additional compensation as a result of a postponement of the issuance of Notice to Proceed. The Parties acknowledge the sole remedy for the Contractor in such circumstances is an extension of Contract Time to achieve Substantial Completion.

7.4. Working Hours. Contractor shall perform Work during regular working hours as permitted by City. Contractor shall, when required to achieve Substantial Completion within the Contract Time, Work outside of regular working hours such as evenings and/or weekends at no additional cost to City. Contractor shall perform all evening and/or weekend work only upon City's advance approval and in compliance with all applicable rules, regulations, laws, and local ordinances including, without limitation, all noise and light limitations.

7.5. Delays and Extensions of Time.

- 7.5.1. Float and Slack. Float or slack is the amount of time between the early start date and the late start date, or the early finish date and the late finish date, of any activity in the schedule. Any float time to activities not on the critical path shall belong to the Project, and may be used by the Project to optimize its construction process. Any float time between the end of the final construction activity and the final completion date shall belong to the City, and may be used by the City in determining if additional contract days are to be awarded for changes in the contract or for delays to the contract caused by the City. The Contractor will not be entitled to any adjustment in the Contract Time, the Construction Schedule, or the Contract Total, or to any additional payment of any sort by reason of the City's use of float time between the end of the final construction activity and the final completion date or by reason of the loss or use of any float time, including time between the Contractor's anticipated completion date and end of the Contract Time, whether or not the float time is described as such on the Construction Progress Schedule.
- 7.5.2. Adverse Weather. Contract Time is determined with consideration given to the average climate weather conditions prevailing in the County in which the Project is located during any given month as published by the National Oceanic and Atmospheric Administration (NOAA) and averaged over the past 10 years. Contractor may request a time extension for adverse weather if it causes delays that unreasonably increase the labor required to complete the scheduled tasks on the day affected by adverse weather not reasonably anticipated. Contractor shall not be allowed an increase in Contract Total for the delay. Contractor shall work additional days if necessary at no cost to City, irrespective of adverse weather, to maintain access and the Contract Schedule, and to protect the Work from the effects of Adverse Weather.
- 7.5.3. Extensions of Time. Extensions of Contract Time will be permitted for a delay only to the extent the delay: (1) is not caused or could not have been anticipated by the Contractor; (2) could not be limited or avoided by the Contractor's timely notice to the City of the delay or reasonable likelihood that a delay will occur; and (3) is of a duration not less than one day.. Such occurrences may include industry-wide labor dispute, fire, unavoidable casualties, adverse weather conditions not reasonably anticipated, or other occurrences that City determines may justify delay. Any extension the City grants will be net of any delays caused by or due to the fault or negligence of Contractor, and net of any contingency or "float" allowance included in the Progress Schedule. Contractor will not be allowed an increase in Contract Total for an extension of Contract Time. The Contractor shall be deemed to have control over the supply of labor, materials, equipment, methods, techniques and over the Contractor's subcontractors and suppliers.
- 7.5.4. Requests for Extension. Contractor shall submit requests for extension of time in writing and shall include (a) the duration of the activity relating to changes in the Work and the resources, including manpower, equipment, and material, required to perform the activities within the stated duration; (b) specific logical ties to the Contract Schedule for the proposed change showing the activities that are affected by the change and/or delay; and (c) recovery schedule.

8. PROTECTION OF PERSONS, PROPERTY, AND THE ENVIRONMENT.

- 8.1. Safety Program. Contractor shall initiate, maintain, and supervise all safety precautions and programs in connection with performance of the Contract. Contractor is solely and completely responsible for conditions of the Work site, including safety of all persons and property during performance of the Work, including the property of third-parties and real and personal property outside the Project area. This requirement will apply continuously and is not limited to normal working hours.
- 8.2. City's Policies. This Contract and all individual contracts and purchase orders incorporate by this reference City's safety policies current as of the date of commencement of Work, which have been or will be made available to Contractor.
- 8.3. Subcontractor Safety. Contractor shall review with all subcontractors the methods, materials, tools, and equipment to be used to verify their compliance with all safety standards and laws and Contractor shall comply with them, to ensure safe, hazard-free conditions for all persons visiting or working on the entire Project Site and City's adjoining facilities. Contractor shall implement and maintain a safety program that is specifically adapted for the Project and complies with all applicable requirements of Oregon OSHA. Contractor shall furnish a copy of the safety program to City before commencing Work.
- 8.4. MSDS Sheets. Contractor shall provide Material Safety Data Sheets to City for all chemicals used on the Project Site as required by law.
- 8.5. Safety Coordinator. Contractor shall designate a responsible member of its organization on the Project, whose duty is to post information regarding protection and obligations of workers and other notices required under occupational safety and health laws, to comply with reporting and other occupational safety requirements, and to protect the life, safety, and health of workers. Contractor shall report the name and position of person so designated to City.
- 8.6. Correction of Unsafe Conditions. Contractor shall correct any violations of safety laws, rules, orders, standards, or regulations. Contractor shall correct violations promptly upon the issuance of a citation or notice of violation by the Division of Occupational Safety and Health.
- 8.7. Personal Protection Equipment. Contractor's personnel and all workers shall wear personal protective equipment at all times. Contractor shall maintain supplies of protective equipment sufficient to properly equip all employees and visitors.
- 8.8. Safety Devices. Contractor shall take, and require subcontractors to take, all reasonably necessary precautions for safety of workers on the Project. Contractor shall furnish, erect, and properly maintain at all times, all necessary safety devices, safeguards, construction canopies, signs, nets, barriers, lights, and watchmen for protection of workers and the public and shall post danger signs warning against hazards created by such features in the course of the Work.
- 8.9. Barricades and Signage. Contractor shall post necessary warning signs and barricades to ensure the safety of all occupants. Contractor shall not display any signs not required by law or the Contract Documents without City's prior written approval.
- 8.10. Labeling of Containers. Contractor shall ensure proper labeling of substances on the Project Site.

- 8.11. Storage. Contractor shall confine apparatus, the storage of materials, and the operations of workers to limits indicated by law, ordinances, permits, or directions of City, and shall not interfere with the Work or unreasonably encumber the Project Site or overload any structure with materials. Contractor shall enforce all instructions of City regarding signs, advertising, fires, and smoking, and require that all workers comply with all regulations while on Project Site
- 8.12. Protection of Work. Contractor shall protect the Work, including stored materials and equipment, from all damage or harm, including damage from heat, cold, rain, snow, wind, flooding, and dampness. Contractor shall provide and maintain temporary roofs, window and door coverings, enclosures, or other construction reasonably required to protect the Work at all times during the course of construction. Contractor shall take all additional steps reasonably necessary, or as directed by City, to protect the Project, the Site, and the Work from damage associated with anticipated extreme weather events. Contractor shall not be entitled to additional payment or time to the extent its costs or delays would have been avoided if Contractor had complied.
- 8.13. Protection of Existing Structures. Contractor shall protect existing structures, walks, curbs, pavements, roads, trees, landscaping, survey markers, monuments, or other devices marking property boundaries or corners, and/or improvements in working areas, utilities, and adjoining property (including, without limitation, protection from settlement or loss of lateral support). Contractor shall replace same at his expense with same kind, quality, and size of Work or item if temporary removal is necessary, or damage occurs due to the Work.
- 8.14. Water Quality. Contractor shall comply with all applicable water quality laws and regulations, including permitting, monitoring, and reporting of storm water discharge applicable to the Work, at no additional cost to City. Contractor shall indemnify and hold City harmless from loss, cost, or liability arising out of Contractor's violation of such laws or regulations.
- 8.15. Neighborhood Impacts. Contractor shall take all reasonable precautions to protect neighborhood property from damage or nuisance associated with the Work. Contractor shall promptly respond to complaints by neighbors or authorities concerning impacts to neighboring properties and public facilities and shall be solely responsible for cleaning, repair, or replacement of property soiled or damaged by Contractor's operations and settlement of claims or demands of neighbors associated with conduct of its personnel.
- 8.16. Housekeeping. Contractor shall maintain good housekeeping practices to reduce the risk of fire damage and shall make a fire extinguisher, fire blanket, and/or fire watch, as applicable, available at each location where cutting, braising, soldering, and/or welding is being performed or where there is an increased risk of fire.
- 8.17. Security and Site Access. Contractor shall ensure that all existing or operating systems, utilities, existing on-site services and access avenues are on and in operating condition before leaving the Project Site each day. If any system, utility, or access avenue is not operable, Contractor shall notify City before Contractor leaves the Project Site that day.

9. HAZARDOUS MATERIALS.

- 9.1. With respect to Hazardous Materials to be used during the course of the Work, the Contractor will implement and enforce a program to inventory and properly store and secure all Hazardous Materials that may be used or present on the Project site, maintain available for inspection at the Project site all material safety data sheets, and comply with all regulations required by law for the storage, use, and disposal of Hazardous Materials. The program must provide for notification of all personnel of potential chemical hazards. Review of these hazards must be included in the Contractor's safety training program. The Contractor shall submit to the City a list of all Hazardous Materials to be brought by the Contractor or its Subcontractors onto the City's property, including the purpose for their use on the Project.
- 9.2. In the event of a release or discovery of a preexisting release of Hazardous Materials, or if it is foreseeable that injury or death to persons may occur because of any material or substance (including without limitation Hazardous Materials) encountered on the Project site, the Contractor shall immediately (a) stop the Work or the portion of the Work affected; (b) notify the City orally and in writing; and (c) protect against exposure of persons to the Hazardous Materials. The Contractor shall provide all written warnings, notices, reports, or postings required at law or by contract for the existence, use, release, or discovery of Hazardous Materials.
- 9.3. With respect to any Hazardous Materials or other material or substance reported to the City under the above that was not introduced to the Project site by the Contractor or its Subcontractors of any tier, the City shall obtain the services of a qualified environmental consultant to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to verify it to be rendered harmless. Unless otherwise required by the Contract Documents, the City shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the City in writing stating whether or not either has reasonable objection to the persons or entities proposed by the City. If either the Contractor or Architect has an objection to a person or entity proposed by the City, the City shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the City and Contractor. By Change Order, the Contract Time may, subject to agreement by the City and the Contractor, be extended appropriately and the Contract Total shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up, which adjustments shall be accomplished as provided in the Contract.

- 9.4. With respect to any Hazardous Materials or other material or substance reported to the City under the above that was introduced to the Project site by the Contractor or its Subcontractors of any tier, the Contractor shall be responsible to carry out the duties of (a) proposing to the City and the Architect a qualified environmental consultant; (b) obtaining and paying for the services of the environmental consultant; and (c) verifying that the material is rendered harmless, as otherwise set forth in the above. The Contractor will not be entitled to an increase in the Contract Total if the Contractor or its Subcontractors of any tier are responsible for the condition requiring the testing of the material and the stoppage of the Work. Remediation work must be conducted by properly qualified contractors approved in advance by the City. Generally, the City may at its option contract directly with environmental consultants, and remediation contractors, regardless of whether the work will be performed at the Contractor's expense.
- 9.5. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the City shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and the agents and employees of the Contractor, Subcontractors, Architect, and Architect's consultants from and against claims, damages, losses and expenses, including without limitation attorney fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance was not introduced to the Project site by the Contractor or its Subcontractors of any tier, presents the risk of bodily injury or death, and has not been rendered harmless. No indemnification provided by the City under this Section will be required to indemnify the Contractor, Subcontractors, or their employees or agents to the extent of liability for death or bodily injury to persons or damage to property caused in whole or in part by the Contractor's own negligence, but will require indemnity to the extent of the fault of the City or its agents or representatives.
- 9.6. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City, the City's Representatives, and the employees of the City from and against claims, damages, losses, and expenses, including without limitation attorney fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance was introduced to the Project site by the Contractor or its Subcontractors of any tier, presents the risk of bodily injury or death, and has not been rendered harmless. No indemnification provided by the Contractor under this Section will be required to indemnify the City or its agents or representatives to the extent of liability for death or bodily injury to persons or damage to property caused in whole or in part by the City's own negligence, but will require indemnity to the extent of the fault of the City or its agents or representatives.
- 9.7. Hazardous Materials are any substance defined or designated as being radioactive, infectious, hazardous, dangerous, or toxic by any federal, state, or local statute, regulation, or ordinance presently in effect or subsequently enacted. For purposes of Article 9, the term "introduce" means the physical placement or transportation of Hazardous Materials in or on the Project site regardless of whether the Hazardous Material was specified, required, or otherwise addressed in the Contract Documents.

10. INSURANCE AND BONDS.

10.1. Contractor's Insurance. Contractor shall procure, prior to commencement of Work, and maintain for the duration of this Contract, or such longer time as may be provided, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Work by Contractor, its agents, representatives, employees and subcontractors as set forth in the Contract Documents. Contractor's liabilities, including but not limited to Contractor's indemnity obligations, under this Contract, will not be deemed limited in any way to the insurance coverage required herein. Maintenance of insurance coverage is a material requirement of this Contract and Contractor's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Contract, as required or when requested, may be treated as a material breach.

10.1.1. Workers' Compensation and Employers' Liability Insurance. Contractor and its subcontractors, if any, are subject to Oregon Workers' Compensation Law, which requires all employers that employ subject workers who work under this Contract in the State of Oregon to comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors, if any, complies with these requirements (ORS 279B.230(2)). Unless otherwise exempt, Contractor shall provide the City with certification of Workers' Compensation Insurance and shall maintain Employers' Liability Insurance with limits not less than \$1,000,000 for each accident, \$1,000,000 for disease each employee and \$1,000,000 each policy limit.

10.2. Performance Bond and Payment Bond. Contractor shall provide a performance bond and a payment bond as required by the Contract prior to start of Work.

11. UNCOVERING AND CORRECTION OF WORK.

11.1. Uncovering of Work. If a portion of the Work is covered without Project Inspector and/or Architect approval or not in compliance with the Contract Documents, Contractor shall, if required in writing by City, Project Inspector, or Architect, uncover the Work for observation and replace it at Contractor's expense without change in Contract Total or Contract Time.

11.2. Correction of Work. Contractor shall, at its own expense, promptly correct Work that is rejected by City, Architect, or any governmental authority or otherwise fails to conform to the requirements of the Contract Documents, regardless of when it is discovered and regardless of whether the Work is fabricated, installed or completed. Contractor shall pay for all additional testing, inspection, or other compensation including City and Architect's additional services required for the correction of Work.

11.3. Correction of Work after Substantial Completion. If, after Substantial Completion, any Work is not in accordance with the requirements of the Contract Documents, City shall provide Contractor with written notice to correct the Work promptly after discovery of the condition. Contractor shall correct the nonconforming Work within a reasonable time after receipt of notice.

12. RIGHTS AND REMEDIES.

- 12.1. No Waiver. The duties and obligations imposed by the Contract Documents and rights and remedies available are in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law. No action or failure to act by any party shall constitute a waiver of a right or duty afforded the party under this Contract, nor does any act or omission constitute approval of or acquiescence in a breach, except as may be specifically agreed in writing.
- 12.2. Independent Contractor.
- 12.2.1. Contractor is engaged as an independent Contractor. Although City reserves the right: (a) to determine (and modify) the delivery schedule for the Work; and (b) to evaluate the quality of the completed performance, City cannot and will not control the means or manner of Contractor's performance, nor provide any tools or equipment for the performance of the Work, except as provided elsewhere in this Contract. Contractor shall determine the appropriate means and manner of performing the Work.
- 12.2.2. Contractor is wholly responsible for the manner in which it and its subcontractors perform the Work required of it by the Contract Documents. City may monitor Contractor's activities to determine compliance with the terms of this Contract.
- 12.2.3. Contractor shall pay all federal, state and local taxes applicable to compensation or payments paid to Contractor under this Contract and, unless Contractor is subject to backup withholding, City shall not withhold from such compensation or payments any amount(s) to cover Contractor's tax obligations.
- 12.2.4. Contractor is not an employee of the federal government or the State of Oregon.
- 12.2.5. Contractor is not a contributing member of the Public Employees Retirement System.
- 12.2.6. Neither Contractor, nor any of Contractor's subcontractors, agents or employees are "officers," "employees," or "agents" of City or any of City's employees or agents, as those terms are used in ORS 30.265. Contractor bears exclusive responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment. Contractor, its subcontractors, agents, and its employees are not entitled to any rights or privileges of City employees.

13. COMPLIANCE WITH LAWS.

- 13.1. Contractor shall comply with all laws, codes, regulations, and applicable requirements imposed by governmental authorities having jurisdiction over the Work, including but not limited to, environmental, zoning, building code, public contracting, and other related laws.
- 13.2. Environmental Mitigation. Contractor shall comply with all applicable mitigation measures, if any, adopted by any public agency with respect to this Project pursuant to the environmental protections laws of the State of Oregon.
- 13.3. Work Performed Illegally. Contractor will bear all costs arising from Work performed that it knew, or through exercise of reasonable care should have known, was contrary to any applicable laws, ordinance, rules, or regulations.
- 13.4. Prior Approvals. Contractor shall obtain approval of material, processes, or procedures by the Oregon state agencies or other body or agency where required by the Specifications or Drawings.

14. CLAIMS AND DISPUTES.

- 14.1. Claim. A Claim is a demand or assertion by a party seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time, or other relief with respect to the terms of the Contract. Claim includes other disputes and matters in question between City and Contractor arising out of or relating to the Contract. Parties will initiate Claims only by written notice. The party making the Claim is responsible for substantiating the Claim.
- 14.2. Time to Initiate Claim. The party making a Claim shall initiate the Claim within fourteen (14) days after the occurrence of the event giving rise to such Claim or within fourteen (14) days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. The party making the Claim shall submit written notice to the other party that identifies the known bases for each Claim and the nature and amount of relief sought.
- 14.3. Written Notice of Claim. If Contractor claims that any instructions issued after the effective date of this Contract, by Drawings or otherwise, involve extra costs, Contractor will be entitled to reimbursement for such extra costs only to the extent Contractor so notifies City in writing before proceeding to execute the affected Work and within five (5) days after receipt of such instructions. Claims and demands for any other cause, whatsoever, by Contractor against City must be served in writing upon City within five (5) days from the occurrence of the cause giving rise to the claim. Timely compliance with the written claim requirements of this Contract is a condition precedent to Contractor's right to payment on account of any claim and failure to provide such written claim or demand or notice will constitute a waiver of such claim.
- 14.4. No Work Stoppage. Contractor shall proceed diligently with performance of this Contract and City shall continue to make payments in accordance with the Contract Documents pending final resolution of a Claim, except as otherwise agreed in writing or provided for in this Contract.
- 14.5. Differing Site Conditions. A party shall give notice to the other party promptly, and in no event later than five (5) days after first observation, before conditions encountered at the site are disturbed that are: (a) subsurface or otherwise concealed physical conditions that differ materially from those indicated on the Contract Documents; or (b) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents. The parties shall promptly investigate such conditions, and if they differ materially and cause an increase or decrease in the cost of or time required for performance of any part of the Work, City will propose an equitable adjustment in the Contract Total, Contract Time, or both. If City does not find that the conditions differ materially and cause an increase or decrease in the cost of or time required for performance of any part of the Work, City will notify Contractor in writing. If Contractor disputes City's determination, Contractor shall proceed with the Work and may initiate a Claim no later than twenty one (21) days after receiving notice of the decision.
- 14.6. Claim for Additional Cost. Contractor shall file a Claim for additional cost under this section if Contractor believes additional cost is involved for reasons including: (a) City's written interpretation of the Contract Documents; (b) City's order to stop Work where Contractor is not at fault; (c) written order for a minor change in Work issued by City's consultant or representative; (d) failure of payment by City; (e) termination of Contract by City; (f) City's suspension; or (g) other reasonable grounds.

- 14.7. Claim for Delay. If Contractor wishes to make a Claim for a delay, written notice shall be given within fourteen (14) calendar days of the occurrence of the event giving rise to the delay. Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary. Contractor will not be entitled to additional Contract Time for delays that do not affect the critical path of the Work.
- 14.8. Claim for Additional Time (Adverse Weather). If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction. Contractor shall not be entitled to additional compensation for delays caused by adverse weather conditions or any causes beyond City's control. If the Oregon Office of Emergency Management orders Contractor to halt the Work for reasons beyond Contractor's control and that were not reasonably anticipated, the Contract Time shall be equitably extended by Change Order, but only on condition that Contractor provides City with written notice of the delay in accordance with the notice requirements of this Contract.
- 14.9. Claim for Injury or Damage to Person or Property. If any person suffers physical injury or property damage arising from the Work, regardless of the cause, the party shall immediately give notice of such injury or damage, whether or not insured, to City and Contractor with sufficient detail to enable City and any other party affected to investigate the matter.
- 14.10. Acceptance of Claim. Upon timely receipt of a properly completed Claim and all documentation and/or evidence necessary to substantiate the Claim, City shall evaluate the Claim and provide Contractor with its written decision either accepting the Claim (in whole or in part) or rejecting the Claim (in whole or in part) within twenty (20) days. Should City reject the Claim in whole or in part, City shall generally explain the reasons for such rejection.
- 14.11. Mediation. Contractor and City agree that any dispute that may arise under the Contract will be submitted to a mediator agreed to by both parties as soon as such dispute arises, but in any event prior to commencement of arbitration or litigation. This provision shall be specifically enforceable in any arbitral or judicial proceeding through stay or abatement of the proceeding upon petition of a party. Mediation shall be conducted in Portland, Oregon, and the mediation fee and expenses shall be shared equally by the parties who agree to exercise their best efforts in good faith to resolve all disputes in mediation.

15. TERMINATION OR SUSPENSION BY CONTRACTOR.

- 15.1. Termination by Contractor for Work Stoppage. Contractor may terminate this Contract if the Work is stopped for a period of thirty (30) consecutive days through no act or fault of Contractor, subcontractor, or sub subcontractor, or their agents or employees, or any other persons or entities performing portions of the Work under direct or indirect contract with Contractor, for any of the following reasons: (a) issuance of an order of a court or other public authority having jurisdiction which requires all Work to be stopped; (b) an act of government, such as a declaration of a national emergency which requires all Work to be stopped; (c) because the Architect has not issued a Certificate of Payment and has not notified Contractor of the reason for withholding certification, or because City has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or (d) City failed to furnish to Contractor reasonable evidence that financial arrangements have been made to fulfill City's obligations under this Contract.

- 15.2. Termination by Contractor for Work Interruption. Contractor may terminate this Contract if, through no act or fault of Contractor, subcontractor, or sub subcontractor, or their agents or employees, or any other persons or entities performing portions of the Work under direct or indirect contract with Contractor, repeated suspensions, delays or interruptions of the entire Work by City constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365 day period, whichever is less, or if Work is stopped for a period of sixty (60) consecutive days.
- 15.3. Compensation. Contractor may recover from City payment for Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery including reasonable profit and overhead if it provides seven (7) days' written notice to Architect and City prior to termination for the reasons set forth above.

16. TERMINATION OR SUSPENSION BY CITY.

- 16.1. Termination by City for Cause. City may terminate Contract and/or terminate Contractor's right to perform the Work of this Contract without prejudice to any other rights or remedies by providing seven (7) days' written notice to Contractor and Contractor's surety if Contractor:
- 16.1.1. refuses or fails to execute the Work or any separable part with sufficient diligence to ensure its completion within the time specified or any extension;
- 16.1.2. persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- 16.1.3. fails to make payment to subcontractors in accordance with respective agreements;
- 16.1.4. persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;
- 16.1.5. files a petition for relief as a debtor, or a petition is filed against Contractor without its consent, and the petition is not dismissed within sixty (60) days;
- 16.1.6. makes a general assignment for the benefit of its creditors, or a receiver is appointed on account of its insolvency; or
- 16.1.7. is otherwise guilty of a substantial breach of a provision of the Contract Documents or fails to observe the training, safety, and other precautions including City's policies and Contractor's own safety policies for the Project.
- 16.2. City's Right to Take Possession. Upon termination for cause, City may take possession of the site and of all materials, equipment, tools, and construction equipment and machinery on the site owned by Contractor, accept assignment of subcontracts, and finish the Work by whatever reasonable method City may deem expedient. Upon request, City shall provide Contractor a detailed accounting of the costs incurred in finishing the Work.
- 16.3. Compensation. Contractor will not be entitled to receive further payment until the Work is finished. If the unpaid balance of the Contract Total exceeds City's costs to finishing the Work, including compensation for City's consultants and representatives for services made necessary by Contractor's default, and other damages incurred by City which have not been expressly waived, City shall pay the excess to Contractor. If City's costs and damages exceed the unpaid balance, Contractor shall pay the difference to City.

- 16.4. Suspension for Convenience. City may, without cause, order Contractor in writing to suspend, delay, or interrupt the Work in whole or in part for such period of time as City may determine. City shall adjust Contract Total and Contract Time for increases in the cost (including profit) and time caused by the suspension, delay, or interruption referenced in Section 16.3.1, so long as the performance would not have been suspended, delayed, or interrupted by another cause for which Contractor is responsible and City has not already made or denied another equitable adjustment under another provision of this Contract for the suspension, delay, or interruption.
- 16.5. Termination for Convenience. City may terminate all or part of this Contract for City's convenience at any time and without cause. Contractor shall, upon written notice of such termination, cease operations as directed by City, take actions necessary to protect and preserve the Work, and terminate all existing subcontracts and purchase orders that are not required to perform the Work up to the effective date of termination and the portion of Work not terminated, and enter into no further subcontracts or purchase orders for the portion of this Contract that was terminated. City shall pay Contractor for Work executed and costs reasonably incurred by reason of such termination, along with reasonable overhead and profit on the Work completed. City will not pay profit or overhead allocable to Work which is not performed at the time of termination. If the City terminates Contractor for cause and a court or other tribunal finds that City did not have cause to terminate Contractor, then the court or other tribunal will deem the City's termination a termination for convenience under this section.

17. PAYMENTS AND COMPLETION.

17.1. Contract Total. The Contract Total is stated in the Contract, and including authorized adjustments, is the total amount payable by City to Contractor for performance of Work under the Contract Documents.

17.2. Schedule of Values. Prior to submission of the first Application for Payment, Contractor shall submit a preliminary schedule of values for all of the Work, including quantities and prices of items aggregating the Contract Total and subdividing the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Contractor shall include, at a minimum: (a) overhead and profit; (b) supervision; (c) general conditions; (d) layout; (e) mobilization; (f) scheduling; (g) submittals; (h) bonds and insurance; (i) close-out documentation; (j) demolition; (k) installation; (l) rough-in; (m) finishes; (n) testing; and (o) punch list and acceptance ("Schedule of Values").

17.3. Applications for Payment. Contractor shall submit an itemized and notarized application for payment for operations completed in accordance with the Schedule of Values and reflecting applicable retainage ("Application for Payment"). Applications for Payment shall be prepared using forms provided by the City. Contractor shall submit data substantiating Contractor's right to payment where required, such as copies of requisitions from subcontractors and material suppliers, Construction Change Directives, Change Orders, and/or force account information. Contractor shall provide:

17.3.1. The amount paid to the date of the Application for Payment to Contractor, all its subcontractors, and all others furnishing labor, material, or equipment for this Contract;

17.3.2. The amount being requested by Contractor on its own behalf and separately stating the amount requested on behalf of each of the subcontractors and all others furnishing labor, material, or equipment for this Contract;

17.3.3. The balance that is due to each of such entities after payment is made;

- 17.3.4. Certification that the Record Documents are current;
- 17.3.5. Itemized breakdown of Work done for the purpose of requesting partial payment;
- 17.3.6. Updated construction schedule;
- 17.3.7. Additions and subtractions from the Contract Total and Contract Time;
- 17.3.8. Total of retainage held;
- 17.3.9. Material invoices, evidence of equipment purchases, rentals, and other support City may request;
 - 17.3.10. Percentage complete of Contractor's Work by line item;
 - 17.3.11. A Schedule of Values updated from the preceding Application for Payment; and
 - 17.3.12. Contractors' Certified Payroll.
- 17.4. Waivers and Releases. Contractor shall submit conditional waivers and releases upon progress payment from Contractor and each subcontractor of any tier and supplier to be paid from current progress payment along with an unconditional waiver and release upon progress payment from Contractor and each subcontractor of any tier that received payment from the previous progress payment. Contractor shall certify as follows: "Contractor warrants title to all Work performed and materials purchased as of the date of the payment application; and Contractor warrants that all Work performed and materials purchased as of the date of the payment application are free and clear of liens, claims, security interests, or encumbrances in favor of any persons or entities making a claim by reason of having provided labor, materials, or equipment relating to the Work, except those of which City has been informed."
- 17.5. False Claims. Contractor is subject to the False Claims Act set forth under ORS Chapter 180 for information provided with any Application for Payment.
- 17.6. Certificates for Payment.
 - 17.6.1. City shall review the Contractor's Application for Payment within a reasonable time after receipt not to exceed seven (7) days for the purpose of determining that it is properly submitted. City shall either return the Application for Payment to Contractor with a document setting forth the reasons why the Application for Payment is not proper, or shall issue a Certificate for Payment for the amounts properly due.
 - 17.6.2. City's issuance of a Certificate for Payment is a representation by City, based upon City's evaluation of the Work and the data comprising the Application for Payment, that Contractor is entitled to payment in the amount certified because the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. City's approval of the certified Application for Payment is based on Contractor complying with all requirements for a fully complete and valid certified Application for Payment.
- 17.7. Decisions to Withhold Certification.

17.7.1. City shall notify Contractor in writing if any amounts are not due, and the reasons for withholding certification in whole or in part. If Contractor and City cannot agree on a revised amount, City shall promptly issue a Certificate for Payment for the amount for which City determines that Contractor is entitled to payment. City may withhold Certificate for Payment or nullify the whole or part of a Certificate for Payment previously issued, to such extent as may be reasonably necessary to protect City from loss for which Contractor is responsible, including loss resulting from acts and omissions because of defective Work not remedied, third party claims filed or reasonable evidence indicating probable filing of such claim unless security acceptable to City is provided by Contractor, failure of Contractor to make payments properly to subcontractors or for labor, materials, or equipment, reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Total, damage to City or another contractor, reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay, persistent failure to carry out the Work in accordance with the Contract Documents, or failure to maintain Record Documents.

17.7.2. Contractor shall not receive any interest on any retainage or amounts withheld due to the failure of Contractor to perform in accordance with the Contract Documents.

17.7.3. City may apply any withheld amount to pay outstanding claims or obligations on behalf of Contractor, without prior judicial determination of the claim or obligation. If any payment is made by City, that amount is deemed a payment made under this Contract by City to Contractor.

17.7.4. City shall promptly issue a Certificate for Payment for amounts previously withheld when the reasons for withholding certification are removed.

17.8. Progress Payments.

17.8.1. City shall make payment in the manner and within the time provided in the Contract Documents. City may withhold the portion of any progress payment for which certified payroll statements have not been received until such certified statements are submitted.

17.8.2. Contractor shall promptly pay each subcontractor, upon receipt of payment from City, out of the amount City paid to Contractor on account of each subcontractor's portion of the Work. Contractor shall, by written agreement, require each subcontractor to make payments to sub-subcontractors in a similar manner.

17.8.3. City may issue joint checks made payable to Contractor, subcontractor(s) and material or equipment suppliers. Joint check payees are responsible for the allocation and disbursement of funds included as part of any such joint check payment. Joint check payment does not create a contract, rights, or obligations between City and any subcontractor or material or equipment supplier.

17.8.4. Certificate for Payment, progress payment, or partial or entire use or occupancy of the Project does not constitute acceptance of Work not in accordance with the Contract Documents.

17.9. Substantial Completion.

- 17.9.1. Substantial Completion. Substantial completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that City can occupy or utilize the Work for its intended purpose.
- 17.9.2. Punch List. When Contractor considers the Work or a designated portion of the Work to be substantially complete, Contractor shall prepare and submit to City a comprehensive list of items to be completed or corrected prior to final payment (“Punch List”). The Punch List does not alter Contractor’s responsibility to complete the Work in accordance with the Contract Documents.
- 17.9.3. Certificate of Substantial Completion. Upon receipt of Contractor’s Punch List, City shall make an inspection to determine whether the Work or designated portion thereof is substantially complete. If City determines that the Work is not substantially complete, City shall notify Contractor of any Work to be completed in accordance with the Contract Documents before the Work or designated portion can be certified as such, and Contractor shall complete all such items. Upon determining that the Work or designated portion thereof is substantially complete, City and Contractor shall execute a Certificate of Substantial Completion.
- 17.9.4. Commencement of Warranty. Contractor’s general and special warranties shall be effective as of the date that the Work is deemed finally complete.
- 17.9.5. Close-Out Documentation. Contractor shall assemble for City’s approval within thirty (30) days of Substantial Completion all close-out documentation as required by the Contract Documents, including the required number of copies of operating, maintenance, and warranty data from all manufacturers whose equipment is installed in the Work, and Record Documents of the Work.
- 17.10. Final Completion.
- 17.10.1. The Work will be deemed finally complete when all conditions set out in the Contract Documents are satisfied and City accepts such Work. Final completion is achieved when all punch list work is complete, all close-out documentation has been received, all final testing, equipment calibration and training have been completed, and the Contractor is entitled to Final Payment. Unless special circumstances exist that are defined at the time of Punch List creation, Contractor shall achieve Final Completion within 45 days of Substantial Completion.
- 17.10.2. Final Inspection. When Contractor considers all of the Punch List Work to be complete, Contractor shall notify City which shall inspect such Work.
- 17.10.3. Final Application for Payment. If City finds the Punch List Work complete and acceptable under the Contract Documents, City shall notify Contractor, who shall then submit its Final Application for Payment.

- 17.10.4. Payment of Retainage. City shall make payment of retainage applying to such Work or designated portion thereof after receiving all Close Out Documentation, an affidavit that bills for indebtedness connected with the Work for which City's property might be encumbered have been satisfied; a certificate to indicate that insurance required by the Contract Documents shall remain in force after final payment is in effect and will not be cancelled or expire until thirty (30) days' prior written notice is given to City and that Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents; the consent of surety to final payment; and valid waivers of all construction lien claims, bond claims, and other claims by Contractor and each subcontractor in a form acceptable to City.
- 17.10.5. Bond in Lieu of Waiver. If a subcontractor refuses to furnish a release or waiver required by City, Contractor may furnish a bond satisfactory to City to indemnify City against such lien. If such lien remains unsatisfied after payments are made, Contractor shall refund to City all money that City may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.
- 17.10.6. Delay in Final Completion. City shall make payment of the balance due for any portion of the Work fully completed and accepted if final completion is materially delayed through no fault of Contractor or by issuance of Change Orders affecting final completion. In the event that final completion is not accomplished within thirty (30) days after the date of Substantial Completion due to any fault of Contractor, City may withhold from the final payment 150 percent of the reasonable cost to complete the unfinished Work and to attain final completion. In the event Contractor fails to complete the Work necessary to attain final completion after forty five (45) days from Substantial Completion, City may, without waiving other remedies it may have, complete the Work and deduct the actual cost thereof from the funds withheld.
- 17.10.7. Contractor's Waiver of Claims. Contractor's acceptance of final payment constitutes a waiver of claims except those previously made in writing and identified by Contractor as unsettled at the time of final Application for Payment.

18. INDEMNITY AND LIABILITY.

- 18.1. To the fullest extent permitted by Oregon law, Contractor shall indemnify, defend with legal counsel reasonably acceptable to City, and hold harmless City and its consultants and separate contractors, and their respective council members, board members, officers, representatives, agents, trustees, volunteers, and employees, in both individual and official capacities (“Indemnitees”), against all suits, claims, damages, losses, and expenses, including but not limited to attorney’s fees, caused by, arising out of, resulting from, or incidental to, the performance of the Work under this Contract by Contractor, its subcontractors, vendors, or suppliers, including, without limitation, any such suit, claim, damage, loss, or expense attributable to, without limitation, bodily injury, sickness, disease, death, alleged patent violation or copyright infringement, or to injury to or destruction of tangible property (including damage to the Work itself) including the loss of use resulting therefrom, except to the extent caused by the sole negligence, active negligence, or willful misconduct of the Indemnitees, and/or to any extent that would render these provisions void or unenforceable. This agreement and obligation of Contractor will not be construed to negate, abridge, or otherwise reduce any right or obligation of indemnity that would otherwise exist as to any party or person described herein. This indemnification, defense, and hold harmless obligation includes any failure or alleged failure by Contractor to comply with any provision of law, any failure or alleged failure to timely and properly fulfill all of its obligations under the Contract Documents in strict accordance with their terms.
- 18.2. Contractor shall fully indemnify, defend, and hold harmless City, and each person, entity, firm, or agency that owns or has any interest in adjacent property in any action arising out of any agreement between Contractor and adjacent property owners that is made for the purpose of entering upon the adjacent property to perform the Work. Contractor shall obtain City’s approval of the form and content of the agreement prior to the commencement of any Work on or about the adjacent property.
- 18.3. Severability of Indemnity Provisions. Contractor shall give prompt notice to City in the event of any injury (including death), loss, or damage included herein. Without limitation of the provisions herein, if Contractor’s agreement to indemnify, defend, and hold harmless the Indemnitees as provided herein against liability for damage arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of any of the Indemnitees will to any extent be or be determined to be void or unenforceable, it is the intention of the parties that these circumstances will not otherwise affect the validity or enforceability of Contractor’s agreement to indemnify, defend, and hold harmless the rest of the Indemnitees, as provided herein, and in the case of any such suits, claims, damages, losses, or expenses caused in part by the default, negligence, or act or omission of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, and in part by any of the Indemnitees, Contractor shall be and remain fully liable on its agreements and obligations herein to the full extent permitted by law.
- 18.4. In any and all claims against any of the Indemnitees by any employee of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, Contractor’s indemnification obligation herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any subcontractor under workers’ compensation acts, disability benefit acts, or other employee benefit acts, unless it is limited by ORS 30.140.

18.5. Contractor's defense and indemnification obligations survive the completion of Work, including any warranty period and/or termination of this Contract.

19. SECURITY.

19.1. Security. Contractor shall not use or disturb City's property, materials or documents except for the purpose of responding to City's request for proposal or invitation to bid or pursuant to completion of the Work under this Contract. Contractor shall treat all documents as confidential and shall not disclose such documents without approval from City. Any unauthorized disclosure of documents or removal of City property will be deemed a substantial breach of this Contract. Contractor shall bear sole responsibility for any liability including, but not limited to, attorneys' fees, resulting from any action or suit brought against City as a result of Contractor's willful or negligent release of information, documents, or property contained in or on City property. City hereby deems all information, documents, and property contained in or on City property privileged and confidential.

19.2. Employee Removal. At City's request, Contractor shall immediately remove any employee from all City properties in cases where City determines in its sole discretion that removal of that employee is in City's best interests.

20. MISCELLANEOUS PROVISIONS.

20.1. Non-Appropriation; Adequate Funding. City shall, at Contractor's written request, prior to commencement of Work, provide Contractor with reasonable evidence that financial arrangements have been made to fulfill City's obligations under the Contract. If payment for Work under this Contract extends into City's next fiscal year, City's obligation to pay for such Work is subject to approval of future city council appropriations to fund this Contract. Continuation of this Contract at specified levels is specifically conditioned on adequate funding under City's budget adopted in June of each year. City may adjust the Work provided for in this Contract in accordance with funding levels adopted by the City Council.

20.2. Law and Venue. Any dispute under this Contract or related to this Contract is governed by all provisions of the Oregon Constitution and laws of Oregon governing, controlling, or affecting City, or the property, funds, operations, or powers of City, which are incorporated herein by reference. This Contract is deemed to include any provision that the law requires to be included. Any litigation arising out of this Contract shall be conducted in in the Circuit Court for Washington County, Oregon. The Contractor consents to the personal jurisdiction of this court.

20.3. Severability. If any term or provision of this Contract 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 are not affected, and the rights and obligations of the parties are construed and enforced as if this Contract did not contain the particular term or provision held to be invalid.

20.4. No Waiver. The failure of City in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option herein conferred is not a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion. No action or failure to act by City, Architect, or Construction Manager waives any right or duty afforded City under this Contract, nor does action or failure to act constitute an approval of or acquiescence in any breach, except as specifically agreed in writing.

20.5. Non-discrimination. Contractor shall comply with all applicable federal, state and local laws, rules and regulations regarding nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, or disability.

- 20.6. No Third Party Beneficiaries. City and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract provides any benefit or right, directly or indirectly, to third persons unless they are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract. The Contract Documents shall not be construed to create a contractual relationship of any kind: (a) between Contractor and City's representatives or consultants, (b) between City and a subcontractor or a sub-subcontractor, (c) between City and a supplier; or (d) between any persons or entities other than City and Contractor.
- 20.7. Media Contacts. Contractor shall issue no news release, press release, or other statement to members of the news media or any other publication regarding this Agreement or the Project within one (1) year of Project completion without City's prior written authorization. Contractor shall not post or publish any textual or visual representations of the Project without approval of City.
- 20.8. Successors in Interest. This Contract will bind, and inure to the benefit of, the parties, their successors, and approved assigns, if any.
- 20.8.1. Contractor shall not assign all or any part of this Contract including, without limitation, any services or money to become due under this Contract without the prior written consent of City. Assignment without City's prior written consent is null and void. Any assignment of money due or to become due under this Contract is subject to a prior lien for services rendered or material supplied for performance of Work called for under this Contract in favor of all persons, firms, or corporations rendering services or supplying material to the extent that claims are filed pursuant to Oregon law, and is also subject to deductions for liquidated damages or withholding of payments as determined by City in accordance with this Contract. Contractor shall not assign or transfer in any manner to a subcontractor or supplier the right to prosecute or maintain an action against City.
- 20.8.2. Contractor shall first notify City prior to any change in the name or legal nature of Contractor's entity. City shall determine if Contractor's intended change is permissible while performing this Contract.
- 20.9. Liquidated Damages.
- 20.9.1. Failure to complete the Project by the specified time will result in damages to the City. The parties to this Contract agree that establishing the exact amount of damages the City will incur will be difficult. In order to compensate the City, the parties to this Contract have estimated the amount the City would be damaged for every calendar day completion is delayed. Consequently, the Contractor agrees to pay the City the sum of \$500 per calendar day, not as a penalty but as liquidated damages, for each day elapsed beyond the ~~Substantial Completion~~ **Final Completion** date set forth in the bid document. The total liquidated damages shall be deducted from the final payment due the Contractor. The City may waive its right to claim part or all of the liquidated damages due under this provision, but such full or partial waiver shall not negate or abridge any other right of action the City may have to enforce the provisions of this Contract. Contractor will not contest such sums as being other than a reasonable measure of delay damages in the event those damages become payable under these provisions.
- 20.10. Workers' Compensation.

20.10.1. All employers, including Contractor, that employ subject workers who work under this contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. This shall include Employer's Liability Insurance with coverage limits of not less than \$2,000,000 for each accident. Contractors who perform the Work without the assistance or labor of any employee need not obtain such coverage if the Contractor certifies so in writing. Contractor shall ensure that each of its Subcontractors complies with these requirements. The Contractor shall require proof of such Workers' Compensation by receiving and keeping on file a certificate of insurance from each Subcontractor or anyone else directly employed by either the Contractor or its Subcontractors.

EXHIBIT B

PUBLIC IMPROVEMENT CONTRACT

INSURANCE REQUIREMENTS

1. ADDITIONAL INSURANCE.

Contractor shall maintain all insurances required of it by law. In addition, the Contractor shall maintain the following:

- 1.1. Required Coverage. Without waiver of any other requirement of the Contract Documents, the Contractor will provide, pay for, and maintain in full force and effect at all times during the performance of the Work until final acceptance of the Work or for such further duration as required, the following policies of insurance issued by a responsible carrier. All of the Contractor's insurance carriers shall be rated A VII or better by A.M. Best's rating service, unless otherwise approved by the City.
 - 1.1.1. **Workers' Compensation.** Workers' compensation coverage sufficient to meet statutory liability limits.
 - 1.1.2. **Employer's Liability.** The Contractor shall purchase and maintain employer's liability insurance in addition to its workers' compensation coverage with at least the minimum limits in section 1.2 below.
 - 1.1.3. **Commercial General Liability.** The Contractor shall purchase and maintain commercial general liability ("CGL") insurance for off-site exposures on an occurrence basis, written on ISO Form CG 00 01 (12/04 or later) or an equivalent form approved in advance by the City. CGL coverage shall include all major coverage categories including bodily injury, property damage and products/completed operations coverage. The CGL insurance will also include the following: (1) separation of insureds; (2) incidental medical malpractice; and (3) per-project aggregate for premises operations.
 - 1.1.4. **Professional Liability/Errors and Omissions.** To the extent that the Contractor accepts design or design/build responsibilities, the Contractor shall purchase and maintain professional liability/errors and omissions insurance or cause those Subcontractors **providing design services do so.**
 - 1.1.5. **Automobile Liability.** The Contractor shall purchase and maintain automobile liability insurance with coverage for owned, hired, and non-owned vehicles on ISO form CA 00 01 or an equivalent form approved in advance by the City. The automobile liability insurance shall include pollution liability coverage resulting from vehicle overturn and collision.

- 1.2. **Limits.** The insurance required by this exhibit shall be written for at least the limits of liability specified in this Section or required by law, whichever is greater.

Workers' Compensation	Statutory Limits
<u>Employer's Liability</u>	
Each Accident:	\$1,000,000
Each Bodily Injury Disease:	\$1,000,000
Aggregate Bodily Injury Disease:	\$1,000,000
<u>Commercial General Liability</u>	
Each Occurrence:	\$1,000,000
General Aggregate:	\$2,000,000
Product/Completed Operations:	\$2,000,000
Personal & Advertising Injury:	\$1,000,000
Fire Damage Limit:	\$100,000
Medical Expense Limit:	\$5,000
Automobile Liability	
Combined Single Limit:	\$1,000,000
<u>Professional Liability/Errors & Omissions</u>	
Single Limit:	\$2,000,000
Aggregate:	\$2,000,000

- 1.3. **Additional Insureds.** The Contractor's third-party liability insurance policies shall include the City and its officers, employees, and agents as additional insureds. The policy endorsement must extend premises operations and products/completed operations to the additional insureds. The additional insured endorsement for the CGL insurance must be written on ISO Form CG 20 10 (11/85), a CG 20 37 (07/04) together with CG 20 33 (07/04), or the equivalent; but shall not use the following forms: CG 20 10 (10/93) or CG 20 10 (03/94).
- 1.4. **Joint Venture.** If the Contractor is a joint venture, the joint venture shall be a named insured for the liability insurance policies.
- 1.5. **Primary Coverage.** The Contractor's insurance shall be primary insurance coverage and may not seek contribution from any insurance or self-insurance carried by the City or the Architect including any property damage coverage carried by the City. Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought. The Contractor's insurance shall not include any cross-suit exclusion or preclude an additional insured party from asserting a claim as a third party.
- 1.6. **Contractor's Failure to Maintain Insurance.** If the Contractor for any reason fails to maintain required insurance coverage, such failure shall be deemed a material breach of the Contract and the City, at its sole discretion, may suspend or terminate the Contract pursuant to Section 108.11 of the General Conditions. The City may, but has no obligation to, purchase such required insurance, and without further notice to the Contractor, the City may deduct from the Contract Total any premium costs advanced by the City for such insurance. Failure to maintain the insurance coverage required by this exhibit shall not waive the Contractor's obligations to the City.

- 1.7. Certificates of Insurance. Prior to commencement of the Work, and before bringing any equipment or construction equipment on to the project site, the Contractor shall provide Certificates of Insurance, to the City Representative, for the insurance policies required by this contract.
- 1.7.1. Additional Certificates. To the extent that the Contractor's insurance coverage's are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment. Information concerning reduction of coverage on account of revised limits or claims paid under the general aggregate, or both, shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief.
- 1.7.2. Prohibition Until Certificates Received. The City shall have the right, but not the obligation, to prohibit the Contractor and its Subcontractors from entering the Project site until the required certificates (or other competent evidence that insurance has been obtained in complete compliance with this exhibit) are received and approved by the OCIP Administrator and or City.
- 1.7.3. Deductibles/Self-Insured Retentions. Payment of deductibles or self-insured retentions is a Cost of the Work within the Guaranteed Maximum Price and does not justify a Change Order. Satisfaction of all self-insured retentions or deductibles will be the sole responsibility of the Contractor.
- 1.8. **Subcontractors Insurance.** The Contractor shall cause each Subcontractor to purchase and maintain in full force and effect policies of insurance as specified in this exhibit, except for coverage limits, which will be agreed upon between the City and the Contractor. The Contractor will be responsible for the Subcontractors' coverage if the Subcontractors fail to purchase and maintain the required insurance. When requested by the City, the Contractor will furnish copies of certificates of insurance establishing coverage for each Subcontractor.
- 1.9. Limitations on Coverage.
- 1.9.1. No insurance provided by the Contractor under this exhibit will be required to indemnify the City, the Architect, or their employees or agents to the extent of liability for death or bodily injury to persons or damage to property caused in whole or in part by their own negligence, but will require indemnity to the extent of the fault of the Contractor or its agents, representatives, or Subcontractors.
- 1.9.2. The obligations of the Contractor under this exhibit shall not extend to the liability of the Architect or its consultants for (1) the preparation or approval of maps, Drawings, opinions, reports, surveys, Change Orders, designs, or specifications, or (2) the giving or failure to give directions or instructions, to the extent that the directions, or failure to provide directions, are the cause of the injury or damage.
- 1.9.3. By requiring insurance, the City does not represent that coverage and limits will necessarily be adequate to protect the Contractor. Insurance in effect or procured by the Contractor will not reduce or limit the Contractor's contractual obligations to indemnify and defend the City for claims or suits that result from or are connected with the performance of the Contract.

2. PROPERTY INSURANCE.

- 2.1. Builder's Risk: (For new construction or building additions) During the term of this Contract, the Contractor shall maintain in force, at its own expense, Builder's Risk insurance on an all risk form, including earthquake and flood, for an amount equal to the full amount of the Contract. Any deductible shall not exceed \$50,000 for each loss, except the earthquake and flood deductible shall not exceed 2 percent of each loss or \$50,000, whichever is more. The policy will include as loss payees the City, the Contractor and its Subcontractors as their interests may appear. **To be issued January 2024 by ARC.**
- 2.2. Builder's Risk Installation Floater: (For other than new construction) The Contractor shall obtain, at the Contractor's expense, and keep in effect during the term of this Contract, a Builder's Risk Installation Floater for coverage of the Contractor's labor, materials and equipment to be used for completion of the Work performed under this Contract. The minimum amount of coverage to be carried shall be equal to the full amount of the Contract. This insurance shall include as loss payees the City, the Contractor and its Subcontractors as their interests may appear.
- 2.3. Such insurance shall be maintained until the City has occupied the facility.
- 2.4. Contractor must provide insurance for its own machinery, tools, equipment, or supplies that are not to become a part of the Project.

EXHIBIT C: BOLI Prevailing Wage Rates:**BOLI PREVAILING WAGE RATES (PWR)**

By this reference, the Oregon Bureau of Labor and Industries Prevailing Wage Rates are in effect for this contract. They can also be found online at www.oregon.gov/boli/whd/pwr/Pages/index.aspx. More specifically, they include:

Ensure information is current by checking with BOLI and updating if appropriate

Prevailing Wage Rates for Public Works Contracts in Oregon **Effective July 1, 2024**

Prevailing Wage Rates Apprenticeship Rates **Effective July 1, 2024**

Definitions of Covered Occupations for Public Works Contracts in Oregon **Effective July 1, 2024**

Prevailing Wage Rate Amendment **Effective July 1, 2024**

Prevailing Wage Rates for Public Works Contracts, Effective January 5,

Occupation and Premium/Differential Pay

Base Rate / Fringe Rate

CARPENTER

Zone A (Base Rate)

Group 1	44.80	19.21
Group 2	44.97	19.21
Group 3	50.24	19.21
Group 4	Eliminated	
Group 5	45.40	19.21
Group 6	45.74	19.21

Zone Differential for Carpenters

Add to Zone A Base Rate

Zone B	1.25 per hour
Zone C	1.70 per hour
Zone D	2.00 per hour
Zone E	3.00 per hour
Zone F	5.00 per hour
Zone G	10.00 per hour

Zone A: Projects located within 30 miles of the respective city hall of the cities listed. Zone B: More than 30 miles but less than 40 miles.
 Zone C: More than 40 miles but less than 50 miles.
 Zone D: More than 50 miles but less than 60 miles.
 Zone E: More than 60 miles but less than 70 miles.
 Zone F: More than 70 miles but less than 100 miles.
 Zone G: More than 100 miles.

Reference Cities for Group 1 and 2 Carpenters

Albany	Goldendale	Madras	Roseburg
Astoria	Grants Pass	Medford	Salem
Baker City	Hermiston	Newport	The Dalles
Bend	Hood River	Ontario	Tillamook
Brookings	Klamath Falls	Pendleton	Vancouver
Burns	La Grande	Portland	
Coos Bay	Lakeview	Port Orford	
Eugene	Longview	Reedsport	

Reference Cities for Group 3 Carpenters

Eugene	Medford	Portland	Vancouver
Longview	North Bend	The Dalles	

Reference Cities for Group 5 and 6 Carpenters

Bend	Longview	North Bend
Eugene	Medford	Portland

Prevailing Wage Rates for Public Works Contracts, Effective January 5,

Occupation and Premium/Differential Pay

Base Rate / Fringe Rate

CARPENTER (continued)

Zones for **Group 6** Carpenter are determined by the distance between the project site and **either**

- 1) The worker's residence; **or**
- 2) City Hall of a reference city listed, whichever is closer.

Note: All job or project locations shall be computed (determined) on the basis of road miles and in the following manner. A mileage measurement will start at the entrance to the respective city hall, facing the project (if possible), and shall proceed by the normal route (shortest time--best road via Google Maps) to the geographical center on the highway, railroad, and street construction projects (end of measurement). On all project contracts, the geographical center where the major portion of the construction is located, shall be considered the center of the project (end measurement).

Group 2, 5 and 6:

Welders shall receive a 5% premium per hour based on their Group's journeyman wage rate, with an 8-hour minimum.

Group 1 and 3:

When working with toxic treated wood, workers shall receive \$.25/hour premium pay for minimum of eight (8) hours.

Group 5 and 6:

When working with creosote and other toxic treated wood, workers shall receive \$.25/hour premium pay for minimum of eight (8) hours.

Group 6:

When working in sheet pile coffer dams or cells up to the external water level, workers shall receive \$.15/hour premium pay for minimum of eight (8) hours.

Prevailing Wage Rates for Public Works Contracts, Effective January 5,

Occupation and Premium/Differential Pay

Base Rate / Fringe Rate

IRONWORKER

Zone 1 (Base Rate):

42.27

32.53

Zone Differential for Ironworker

Add to Basic Hourly Rate

Zone 2 **6.88/hr.** or \$55.00 maximum per day

Zone 3 **10.00/hr.** or \$80.00 maximum per day

Zone 4 **12.50/hr.** or \$100.00 maximum per day

Zone 1: Projects located within 45 miles of city hall in the reference cities listed below.

Zone 2: More than 46 miles, but less than 60 miles.

Zone 3: More than 61 miles, but less than 100 miles.

Zone 4: More than 100 miles.

Note: Zone pay for Ironworkers shall be determined using the quickest route per Google Maps and computed from the city hall or dispatch center of the reference cities listed below **or** the residence of the employee, whichever is nearer to the project.

Reference Cities and Dispatch Center

Medford

Portland

Prevailing Wage Rates for Public Works Contracts, Effective January 5,

Occupation and Premium/Differential Pay

Base Rate / Fringe Rate

LABORER

Zone A (Base Rate):

Group 1	34.98	16.55
Group 2	36.25	16.55
Group 3 (Flagger)	30.38	16.55
Group 4 (Landscape Laborer)	24.17	16.55

Zone Differential for Laborers

Add to Zone A Base Rate

Zone B	.85 per hour
Zone C	1.25 per hour
Zone D	2.00 per hour
Zone E	4.00 per hour
Zone F	5.00 per hour

Zone A: Projects located within 30 miles of city hall in the reference cities listed.

Zone B: More than 30 miles but less than 40 miles.

Zone C: More than 40 miles but less than 50 miles.

Zone D: More than 50 miles but less than 80 miles.

Zone E: More than 80 miles but less than 100 miles.

Zone F: More than 100 miles.

Reference Cities for Laborer

Albany	Burns	Hermiston	Roseburg
Astoria	Coos Bay	Klamath Falls	Salem
Baker City	Eugene	Medford	The Dalles
Bend	Grants Pass	Portland	

Note: All job or project locations shall be computed (determined) on the basis of road miles and in the following manner. A mileage measurement will start at the entrance to the respective city hall, facing the project (if possible), and shall proceed by the normal route (shortest time, best road) to the geographical center on the highway, railroad, and street construction projects (end of measurement). On all other project contracts, the geographical center where the major portion of the construction is located, shall be considered the center of the project (end measurement).

Any Laborer working in Live Sewers shall receive forty dollars (\$40) per day in addition to their regular pay.

Prevailing Wage Rates for Public Works Contracts, Effective January 5,

Occupation and Premium/Differential Pay

Base Rate / Fringe Rate

POWER EQUIPMENT OPERATOR

Zone 1 (Base Rate)

Group 1		54.13	18.15
Group 1A		56.29	18.15
Group 1B		58.45	18.15
Group 2	Group 5 - Cement Pump	52.22	18.15
Group 3		51.07	18.15
Group 4	Group 6: Fork lift, Skidsteer, Mini Ex	47.74	18.15
Group 5		46.50	18.15
Group 6		43.28	18.15

POWER EQUIPMENT OPERATOR MAP

ZONE 1



Zone Pay Differential for Power Equipment Operator Add to Zone 1 Base Rate

Zone 2	3.00 per hour
Zone 3	6.00 per hour

Prevailing Wage Rates for Public Works Contracts, Effective January 5,

Occupation and Premium/Differential Pay

Base Rate / Fringe Rate

POWER EQUIPMENT OPERATOR (continued)

For projects in the following metropolitan counties:

Clackamas	Marion	Washington
Columbia	Multnomah	Yamhill

- (A) 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 Hwy 26 and West of Mile Post 30 on Hwy 22 and all jobs located in Yamhill County, Washington County and Columbia County shall receive Zone 1 pay for all classifications.
- (B) 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 2 pay for all classifications.
- (C) All jobs or projects located more than 50 miles from the Portland City Hall, but outside the identified border above, shall receive Zone 3 pay for all classifications.

Reference cities for projects in all remaining counties:

Albany	Coos Bay	Grants Pass	Medford
Bend	Eugene	Klamath Falls	Roseburg

- (A) All jobs or projects located within 30 miles of the respective city hall of the above mentioned cities shall receive Zone 1 pay for all classifications.
- (B) 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 2 for all classifications.
- (C) All jobs or projects located more than 50 miles from the respective city hall of the above mentioned cities shall receive Zone 3 pay for all classifications.

Note: All job or project locations shall be computed (determined) on the basis of road miles and in the following manner. A mileage measurement will start at the entrance to the respective city hall, facing the project (if possible), and shall proceed by the normal route (shortest time-best road) to the geographical center on the highway, railroad, and street construction projects (end of measurement). On all other project contracts, the geographical center where the major portion of the construction is located, shall be considered the center of the project (end measurement).

Add \$10.00/hour hyperbaric pay for Group 4 Tunnel Boring Machine Mechanic.

Add \$0.40 to the base rate for any and all work performed underground, including operating, servicing and repairing of equipment.

Add \$0.50 to the base rate per hour for any employee who works suspended by a rope or cable.

Add \$0.50 to the base rate for employees who do "pioneer" work (break open a cut, build road, etc.) more than one hundred fifty (150) feet above grade elevation.

Note: A Hazardous Waste Removal Differential must be added to the base rate if work is performed inside the boundary of a Federally Designated Waste Site. For information on this differential, call the Prevailing Wage Rate Coordinator at (971) 353-2416.

Prevailing Wage Rates for Public Works Contracts, Effective January 5,

Occupation and Premium/Differential Pay

Base Rate / Fringe Rate

POWER EQUIPMENT OPERATOR (continued)

Shift Differential

Two-Shift Operations:

On a two-shift operation, when the second shift starts after 4:30 p.m., second-shift workers shall be paid the base hourly wage rate plus 5% for all hours worked.

When the second shift starts at 8:00 p.m. or later, the second-shift workers shall be paid at the base hourly wage rate plus 10% for all hours worked.

Three-Shift Operations:

On a three-shift operation, the base hourly wage rate plus five percent (5%) shall be paid to all second-shift workers for all hours worked, and the base hourly wage rate plus ten percent (10%) shall be paid to all third shift workers for all hours worked.

Occupation and Premium/Differential Pay

Base Rate / Fringe Rate

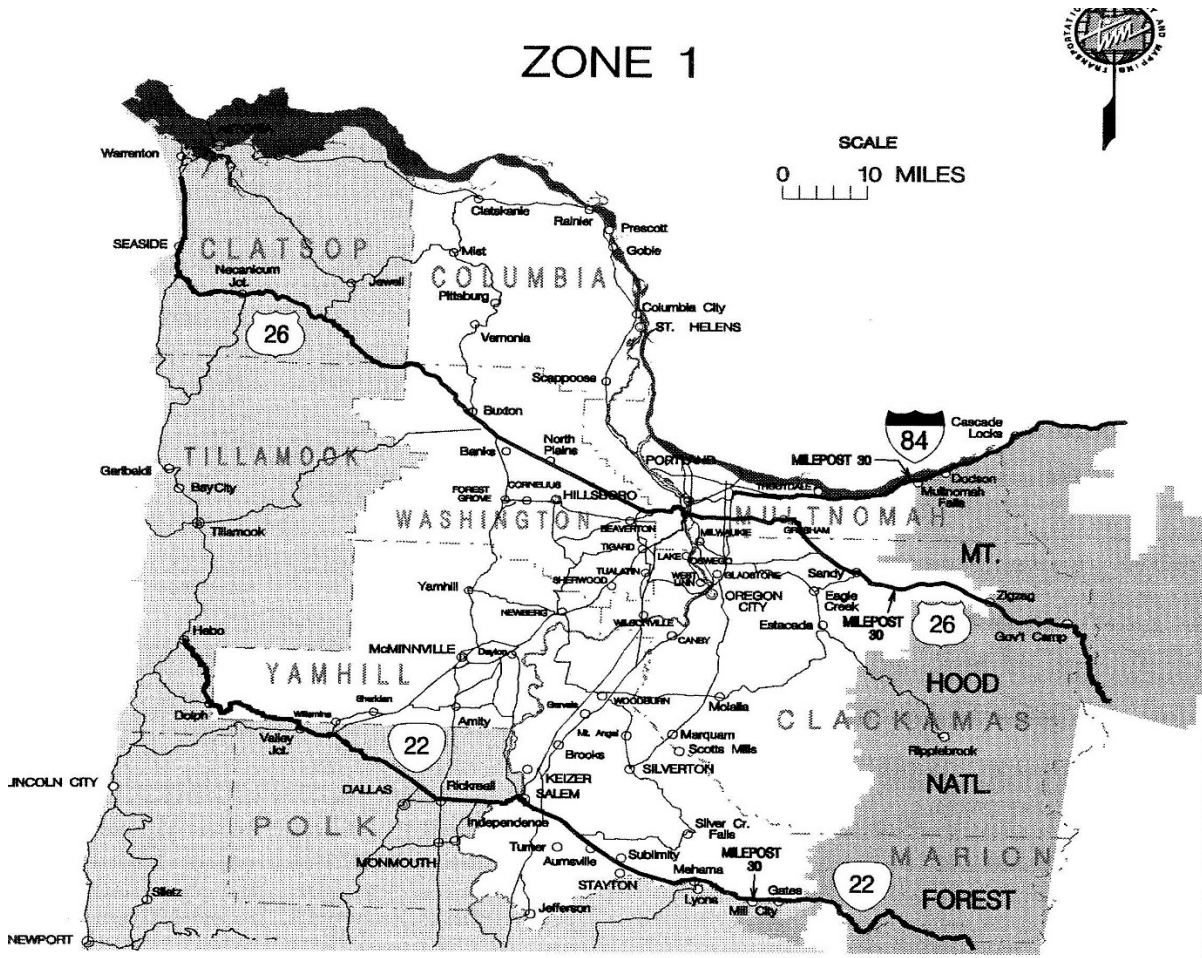
POWER EQUIPMENT OPERATOR

Zone 1 (Base Rate)

Group 1	54.13	16.65
Group 1A	56.29	16.65
Group 1B	58.45	16.65
Group 2	52.22	16.65
Group 3	51.07	16.65
Group 4	47.74	16.65
Group 5	46.50	16.65
Group 6	43.28	16.65

POWER EQUIPMENT OPERATOR MAP

ZONE 1



Zone Pay Differential for Power Equipment Operator

Add to Zone 1 Base Rate:

Zone 2	3.00 per hour
Zone 3	6.00 per hour

Occupation and Premium/Differential Pay

Base Rate / Fringe Rate

For projects in the following metropolitan counties:

Clackamas	Marion	Washington
Columbia	Multnomah	Yamhill

- (A) 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 Hwy 26 and West of Mile Post 30 on Hwy 22 and all jobs located in Yamhill County, Washington County and Columbia County shall receive Zone 1 pay for all classifications.
- (B) 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 2 pay for all classifications.
- (C) All jobs or projects located more than 50 miles from the Portland City Hall, but outside the identified border above, shall receive Zone 3 pay for all classifications.

Reference cities for projects in all remaining counties:

Albany	Coos Bay	Grants Pass	Medford
Bend	Eugene	Klamath Falls	Roseburg

- (A) All jobs or projects located within 30 miles of the respective city hall of the above mentioned cities shall receive Zone 1 pay for all classifications.
- (B) 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 2 for all classifications.
- (C) All jobs or projects located more than 50 miles from the respective city hall of the above mentioned cities shall receive Zone 3 pay for all classifications.

Note: All job or project locations shall be computed (determined) on the basis of road miles and in the following manner. A mileage measurement will start at the entrance to the respective city hall, facing the project (if possible), and shall proceed by the normal route (shortest time-best road) to the geographical center on the highway, railroad, and street construction projects (end of measurement). On all other project contracts, the geographical center where the major portion of the construction is located, shall be considered the center of the project (end measurement).

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Add \$0.40 to the base rate for any and all work performed underground, including operating, servicing, and repairing of equipment.

Add \$0.50 to the base rate per hour for any employee who works suspended by a rope or cable.

Add \$0.50 to the base rate for employees who do "pioneer" work (break open a cut, build road, etc.) more than one hundred fifty (150) feet above grade elevation.

Note: A Hazardous Waste Removal Differential must be added to the base rate if work is performed inside the boundary of a Federally Designated Waste Site. For information on this differential, call the Prevailing Wage Rate Coordinator at (971) 353-2416.

Occupation and Premium/Differential Pay

Base Rate / Fringe Rate

Shift Differential

Two-Shift Operations:

On a two-shift operation, when the second shift starts after 4:30 p.m., second-shift workers shall be paid the base hourly wage rate plus 5% for all hours worked.

When the second shift starts at 8:00 p.m. or later, the second-shift workers shall be paid at the base hourly wage rate plus 10% for all hours worked.

Three-Shift Operations:

On a three-shift operation, the base hourly wage rate plus five percent (5%) shall be paid to all second-shift workers for all hours worked, and the base hourly wage rate plus ten percent (10%) shall be paid to all third shift workers for all hours worked.

EXHIBIT D:
Bid Submittal

2.1 BID FORM

BID FORM

THE CITY OF SANDY

INVITATION TO BID

The undersigned hereby certifies that Bidder:

American Ramp Company <Insert Bidder name>

220423 <CCB#>

- 1. Has the authority and/or responsibility to submit a Bid and to represent the organization in all phases of this Bid process.
- 2. The information is true and accurate to the best of their knowledge.
- 3. Shall furnish, in strict compliance with the Bid and Contract Documents for the above-referenced Project, all labor, materials, equipment, apparatus, appliances, tools, transportation, and other facilities and services necessary to perform the Work described therein, and to perform said Work in strict compliance therewith, for the amounts set forth in this Bid.
- 4. Is a Resident Bidder, Non-Resident Bidder, as defined in ORS 279A.120

A "non-resident bidder" is a Bidder who has neither paid unemployment taxes nor income taxes in the State of Oregon during the 12 calendar months immediately preceding submission of this Bid, nor has a business address in the State of Oregon.

In determining the lowest responsive Bidder for this Work, a percentage may be added to the Bid of a non-resident Bidder equal to the percentage, if any, of the preference given to that Bidder in the state in which the Bidder resides. This percentage, if utilized, will not be added to the dollar value of the contract to be awarded as a result of this ITB.

- 5. Understands any false statement may disqualify this Bid from further consideration or be cause for contract termination.
- 6. Has read, understands and agrees to be bound by all terms and conditions herein.
- 7. Understands by submitting this Bid, the undersigned certifies conformance to the applicable Federal Acts, Executive Orders and Oregon Statutes and Regulations concerning Affirmative Action toward equal employment opportunities. All information and reports required by the Federal or Oregon State Governments, having responsibility for the enforcement of such laws, shall be supplied to the City of Sandy upon request for purposes of investigation to ascertain compliance with such acts, regulations, and orders.

8. Acknowledges Receipt of Addenda No's. 1 through 2 .

Please check the box regarding Bid security:

- Bid security in form of cashier's check , certified check , Bid bond in the form set forth in Section 2., 2.2 , irrevocable letter of credit issued by an insured institution as defined in ORS 706.008 (check applicable clause) in the amount of ten percent (10%) of the total amount of the submitted Bid, which has been executed in favor of the City of Sandy is enclosed.

BID TITLE: THE CITY OF SANDY CONSTRUCTION OF THE SANDY COMMUNITY CAMPUS PARK PUMP TRACK, JUMP LINE, AND SKATE PARK

SUBMIT TO: City of Sandy
Attention: Rochelle Anderholm-Parsch, Parks and Recreation Director
Email: randerholmparsch@ci.sandy.or.us

FROM: American Ramp Company
601 S McKinley Ave.
Joplin, MO, 64801

**BIDDER
ADDRESS
CITY/STATE/ZIP**

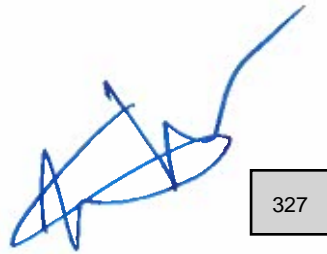
Operating as (STRIKE OUT CONDITIONS THAT DO NOT APPLY) ~~an individual, a Company,~~ a Corporation, organized and existing under the law of the State of Missouri.
Proprietorship, Partnership, or Joint Venture consisting of _____
_____.

BASE BID:

Having become completely familiar with the local conditions and legal requirements affecting the cost of Work at the place where Work is to be executed, and having carefully examined the site conditions as they currently exist, and having carefully examined Bidding Documents prepared by the City of Sandy for

THE CITY OF SANDY CONSTRUCTION OF THE SANDY COMMUNITY CAMPUS PARK
PUMP TRACK, JUMP LINE, AND SKATE PARK

Together with any addenda to such Bidding Documents as listed hereinafter, the undersigned hereby proposes and agrees to provide all labor, materials, plant, equipment, transportation, and other facilities and services as necessary and/or required to execute all of the Work described by the aforesaid Bidding Documents for the lump sum consideration as described on the next page:



BID TABULATION:

DIVISION	AMOUNT
Div 00 - General Conditions / labor / mobilization / tools / equipment	\$ 89,375.00
Div 03 - All Asphalt Flatwork	\$ 865,838.00
Div 04 - Concrete Flatwork (Sky Blue)	\$ 127,573.00
Div 05 - Shotcrete	\$ 655,994.00
Div 06 - Metals	\$ 58,354.00
Div 07 - Progressive Bike Ramp Features	\$ 43,796.00
Div 08 - Landscape / SOD & Seeding	\$ 63,836.00
Div 09 - Cut and Fill Work (lump sum)	\$ 50,742.00
Div 10 - Concrete Flatwork (no specific color)	\$ 333,581.00
Div 11 -	\$
Div 12 -	\$
Div 13 -	\$
Div 21 -	\$
Div 22 -	\$
Div 23 -	\$
Div 26 -	\$
Div 27 -	\$
Div 28 -	\$
Div 31 -	\$
Div 32 -	\$
Div 33 -	\$

TOTAL BASE BID	\$ 2,289,089.00
-----------------------	------------------------

Two million two hundred eighty nine thousand eighty nine DOLLARS

Said amount hereafter is referred to as the Base Bid.

ADD ALTERNATIVES:

Add Alternative	AMOUNT
Pourable Permeable Pavement	\$94,835.00

ALTERNATIVES:

None.

ADDENDA ACKNOWLEDGMENT:

The undersigned acknowledges receipt of the following addenda: (List by number and date appearing on addenda.)

ADDENDUM NO.	DATE	ADDENDUM NO.	DATE
1	6/9/2023		
2	6/14/2023		

TIME FOR COMPLETION:

- A. Undersigned acknowledges and agrees to abide by all provisions of the "Time for Completion" specified in Instructions to Bidders. Undersigned agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner, and to fully complete the project as indicated in this bidder proposal.

CHANGES IN WORK:

- A. The undersigned agrees that when changes in Work are ordered which involve extra cost over and above Contract Price, and when such work, due to an emergency, is ordered to proceed on basis of cost-plus-fee, such shall be as required by the General Conditions and Supplementary Conditions.

PROFIT AND OVERHEAD FORMULA

- A. For changes in the work, the following profit and overhead formula shall be used:

Net Increase	Profit	10%
	Overhead	15%
Net Decrease	Profit	10%
	Overhead	15%

Bidder Name: American Ramp Company

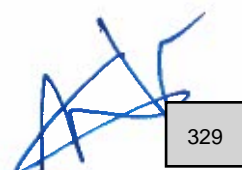
REPRESENTATIONS AND CERTIFICATIONS

Bidder shall submit 3.5 Bidder's Responsibility Information Form as per Section 1, 1.03 along with the Bid Form and any other required Bid submittals.

BIDDER'S EMPLOYERS FEDERAL TAX IDENTIFICATION NUMBER (EIN) < > OR 35-2353308
SOCIAL SECURITY IDENTIFICATION NUMBER < >

State of Oregon Certified Minority-owned, Women-owned or Emerging Small Business YES NO
IF YES, PROVIDE CERTIFICATION NUMBER < >

The undersigned hereby certifies under penalty of perjury that to the best of my knowledge the Bidder does not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, or national origin. Nor has Bidder or will Bidder discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is:



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- A minority-owned, women-owned, or emerging small business enterprise certified under ORS 200.055, or
- A business enterprise that is owned or controlled by or that employs a disabled veteran, as defined in ORS 408.225.

If awarded, the Bidder (Contractor) agrees to be bound by and will comply with the provisions of 279C.838, 279.840 or 40 U.S.C. 3141 to 3148.

The undersigned hereby certifies under penalty of perjury that to the best of my knowledge the Bid was prepared independently from all other Bidders, and without collusion, fraud, or other dishonesty.

The Bid submitted is in response to the specific language contained in the ITB, and Bidder has made no assumptions based upon either (a) verbal or written statements not contained in the ITB, or (b) any previously-issued ITB, if any.

The undersigned hereby certifies that Bidder has the authority and/or responsibility to submit a Bid and to represent the Bidder in all phases of this Bid process.

Bidder's (Company) Name: < American Ramp Company >

Date: < June 16, 2023 >

CCB#: < 220423 >

Signature 

Name < Nathan Bemo >

Title < President >

Street Address < 601 S McKinley Ave. > City < Joplin > State < MO > Zip < 64801 >

Phone < 417-206-6816 > E-Mail < nathan@americanrampcompany.com >

FAILURE TO COMPLETE, SIGN AND SUBMIT THIS FORM MAY BE CAUSE FOR BID REJECTION.

2.2 FORM OF BID BOND

We, American Ramp Company as "Principal," and Western Surety Company

an South Dakota Corporation,

authorized to transact Surety business in Oregon, as "Surety," hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns to pay unto The City of Sandy ("Obligee") the sum of

(\$ 10% of the principals bid) dollars.

WHEREAS, the condition of the obligation of this bond is that Principal has submitted its proposal or Bid to the Obligee in response to Obligee's procurement document (Invitation to Bid - Public Improvement) for the project identified as:

Title:

Sandy Community Campus Park Pump Track, Jump Line and Skate Park which proposal or Bid is made a part of

this bond by reference, and Principal is required to furnish Bid security in an amount equal to ten (10%) percent of the total amount of the Bid pursuant to ORS 279C.365(5) and the procurement document.

NOW, THEREFORE, if the proposal or Bid submitted by Principal is accepted, and if a contract pursuant to the proposal or Bid is awarded to Principal, and if Principal enters into and executes such contract within the time specified in the procurement document and executes and delivers to Obligee its good and sufficient performance bond and payment bond required by Obligee within the time fixed by Obligee, then this obligation shall be void; otherwise, it shall remain in full force and effect.

IN WITNESS WHEREOF, we have caused this instrument to be executed and sealed by our duly authorized legal representatives this 15th day of June 20 23

PRINCIPAL: American Ramp Company
By: Jonathon Hunter, CEO Signature
BY ATTORNEY-IN-FACT: Scott Brothers, Attorney-in-fact
Signature: [Signature]
Address: 2901 Arizona Avenue, Joplin, Missouri 64804
Phone: (417) 623-7500
Fax: [Blank]

Western Surety Company

Item # 5.

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Scott Brothers, Maria Stout, Dawn Oney, Individually

of Joplin, MO, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 24th day of June, 2021.



WESTERN SURETY COMPANY

Paul T. Brufat
Paul T. Brufat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 24th day of June, 2021, before me personally came Paul T. Brufat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026



M. Bent
M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 15th day of June, 2023.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Authorizing By-Law**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

000341
AMERICAN RAMP COMPANY
601 MCKINLEY AVE
JOPLIN MO 64801

**CONSTRUCTION CONTRACTORS BOARD
LICENSE CERTIFICATE**

LICENSE NUMBER: 220423
EXPIRATION DATE: 04/18/2024
ENTITY TYPE: Corporation

**CONSTRUCTION CONTRACTORS BOARD
LICENSE CERTIFICATE**

AMERICAN RAMP COMPANY
601 MCKINLEY AVE
JOPLIN MO 64801



⇐ ⇐ ⇐ ⇐
POCKET CARD
⇐ ⇐ ⇐ ⇐

*fold and detach
along
perforation*

⇓ ⇓ ⇓ ⇓ ⇓
LICENSE CARD
⇓ ⇓ ⇓ ⇓ ⇓

**STATE OF OREGON
CONSTRUCTION CONTRACTORS BOARD
LICENSE CERTIFICATE**

This document certifies that:

AMERICAN RAMP COMPANY
601 MCKINLEY AVE
JOPLIN MO 64801

is licensed in accordance with Oregon Law as
Commercial Specialty Contractor Level 1



LICENSE NUMBER: 220423

EXPIRATION DATE: 04/18/2024

ENTITY TYPE: Corporation

The City of Sandy

2.3 FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

TITLE/PROJECT NAME: The City of Sandy Senior Center Repair and Upgrade Project

BID CLOSING DATE: June 21, 2023 TIME: 2:00 PM

First-Tier Subcontractor Disclosure Form Due: June 21, 2023 TIME: 4:00 PM

This form must be submitted at the location specified in the Invitation to Bid on the advertised Bid Closing Date and within two hours after the advertised Bid Closing Time ("Disclosure Deadline"). List below the name of each subcontractor that will be furnishing labor or will be furnishing labor and materials and that is required to be disclosed, the category of work and the dollar value of the subcontract. Enter the word "NONE" if there are no first-tier subcontractors subject to disclosure. ATTACH ADDITIONAL SHEETS IF NECESSARY.

	NAME	CATEGORY OF WORK	DOLLAR VALUE
1.	ValleyScapes	Landscape	\$ Value is not equal to 5%
2.			\$
3.			\$

The above listed first-tier subcontractor(s) are providing labor or labor and materials with a Dollar Value equal to or greater than:

- a. 5% of the total project Bid, or \$15,000, whichever is greater. [If the Dollar Value is less than 15,000.00, do not list the subcontractor above.]; or
- b. \$350,000 regardless of the percentage of the total Contract Price.

FAILURE TO SUBMIT THIS FORM BY THE DISCLOSURE DEADLINE WILL RESULT IN A NON-RESPONSIVE BID AND SUCH NON-RESPONSIVE BID WILL NOT BE CONSIDERED FOR AWARD.

Bids which are submitted by Bid Closing, but for which the disclosure submittal has not been made by the specified deadline, are NOT Responsive and shall NOT be considered for Contract award.

Form submitted by (Bidder Name): < American Ramp Company >

CCB#: < 220423 >

Contact Name and phone number: CONTACT SHOWN ON PAGE 2 OF THIS ITB.

Deliver Form to Agency: IN SEALED ENVELOPE TO THE ADDRESS ON PAGE 2 OF THIS ITB.

Person Designated to Receive form: Rochelle Anderholm-Parsch, Parks and Recreation Director

Agency's Email Address: randerholmparsch@ci.sandy.or.us

THIS DOCUMENT SHALL NOT BE FAXED. IT IS THE RESPONSIBILITY OF BIDDERS TO SUBMIT THIS DISCLOSURE FORM AND ANY ADDITIONAL SHEETS, BY THE SPECIFIED DISCLOSURE DEADLINE. SEE INSTRUCTIONS TO BIDDERS.





Proposal #10136

Date: 6/15/2023

PO #

Customer:

Maddie Ferson
American Ramp Company

Property:

Sandy Skate Park
17225 SE Meinig Ave
Sandy, OR 97055

Project: Sod Install 15,450 SF

Scope Of Work:

Install Tall Fescue Sod.

30 percent extra for cuts

fine rake and install.

15,450 SF

Sod Install

Lawn Installation

Items	Quantity	Unit	Price/Unit	Price
Labor - Construction	250.00	Hr	\$65.00	\$16,250.00
Tall Fescue - Oregon Turf	19,310.00	SF	\$0.95	\$18,344.50
			Lawn Installation:	\$34,594.50
			PROJECT TOTAL:	\$34,594.50

Terms & Conditions

Exclusions:

Import Soil to final grade

01/15/23 11:20 AM

Oregon Landscape Contractors Board

Valleyscapes Inc

Doing Business As:

License Information

License Number: 8785
 Status: Active
 Phase: All Phases
 Backflow Status: Plus Backflow
 Initial License Date: Feb-20-2009
 License Expiration: Feb-29-2024
 Bond Amount: 20000.00
 Liability Insurance Amount: \$100,000.00
 Workers Compensation: Required
 Entity Type: Corporation
 Address: PO Box 3461
 City: Gresham
 State: Oregon
 Zip Code: 97080
 County: MULTNOMAH
 Business Phone Number: (503) 492-4736

Employees

Name	License Number	Relationship Status
Adam Lowery	15802	Current

The City of Sandy

2.4 BIDDER'S RESPONSIBILITY INFORMATION FORM

FAILURE TO SUBMIT THIS FORM WITH BID PROPOSAL PACKET WILL RESULT IN A NON-RESPONSIVE BID

INSTRUCTIONS

- 1. The information provided in this form is part of The City of Sandy's inquiry concerning bidder responsibility. Please print clearly or type. If you need more space, use plain paper.
- 2. Answer all questions. Submission of a form with unanswered questions, incomplete or illegible answers may result in a determination that your bid is non-responsive.
- 3. Sign and submit the completed bidder responsibility form with your bid proposal.

Bidder Name: American Ramp Company CCB #: 220423

1. **EXPERIENCE:** List the number of years Bidder has been operating its business under its current license. If Bidder's business has been in continuous existence under a current active license and a previous license number, then identify the previous license number. List and briefly describe a minimum of 3 similar projects performed by Bidder in the past 5 years that best characterize Bidder's capabilities. This should include work where the Bidder has built a combined pump track and skatepark and previous projects that met the UCI pump track specifications. Include relevant data such as the type of work involved and project dates and total contract value. Please also include evidence of satisfactory performance record (meaning that to the extent the costs associated with and time available to perform a previous contract remained within the bidder's control, the bidder stayed within the time and budget allotted for the procurement and otherwise performed the contract in a satisfactory manner). Describe how Bidder meets this experience requirement (use separate sheet if additional space is needed):
 License No. 220423 from 4/18/2018 - current (4/18/2024) ; License No. 179610 from 12/11/2007 - 5/2/2014

Please refer to references listed at end of bid form and in our Bid Attachments packet

2. **LAWSUITS/JUDGMENTS:** Within the past 5 years, has Bidder had any lawsuits filed against it involving contract disputes? For the purposes of this request, "lawsuits" include requests for arbitration and "judgments" includes arbitration awards. YES / NO If "YES" indicate dates and ultimate resolution of suit (with regard to judgments, include jurisdiction and date of final judgment or dismissal):

No

3. **BANKRUPTCY:** Within the past 36 months, has Bidder filed a bankruptcy action, filed for reorganization, made a general assignment of assets for the benefit of creditors, or had an action for insolvency instituted against it? YES / NO If "YES" supply filing dates, jurisdictions, type of action, ultimate resolution, and dates of judgment or dismissal, if applicable:

No

4. **LAWSUITS BY CREDITORS:** Within the past 24 months, has Bidder had any lawsuits filed against it by creditors? YES / NO If "YES" indicate dates and ultimate resolution of suit (with regard to judgments include jurisdiction and date of final judgment or dismissal):

No

The City of Sandy

5. ABILITY TO PERFORM WITHIN TIME SPECIFIED: List the project titles, original contract time and change order extensions for three specific projects in the past three (3) years. Bidder shall document that it achieved substantial completion of such three projects of similar size and scope within no more than 105% of the final contracted time for completion (including change ordered adjustments).

1. Montauk, NY: Lars Simenson Skatepark. Scheduled completion Sept. 2022, Actual completion Sept. 2022. One change order for additional snake run.

2. Fairfax County, VA: Wakefield Skatepark. Scheduled completion Oct. 2022, Actual completion Oct. 2022. One change order for branding.

3. Huber Heights, OH: Monita Field Skatepark and Pumptrack. Scheduled completion Oct. 2021, Actual completion Oct. 2021. One change order for PBR wall ride.

6. PROJECTS EXCEEDING COMPLETION DATES: In the past five (5) years, list the number of projects and the titles of those projects where Bidder has exceeded the contracted time for substantial completion or exceeded the contracted time for final completion.

American Ramp Company has not been required to pay liquidated damages for failing to meet a completion date in the past 5 years. We work with our customers to come to an agreed completion date should unforeseen circumstances arise that would result in the project exceeding the original contracted time.

7. DEFECTIVE WORK. In the past ten (10) years has your company been ordered to fix defective work on a project? YES NO

No, American Ramp Company has not been ordered to fix defective work on a project in the past 10 years. Any work that we are made aware of that does not meet our standards, we have made a practice to address those areas of concern on our own accord.

8. DEBARMENT: Has Bidder been debarred or disqualified by any public agency within the past two (2) years? YES NO

No

9. NON-COMPLETION: Has Bidder failed to complete a contract in the last five (5) years? YES NO

No

10. COMPLETION BY SURETY: Has Bidder ever defaulted on a contract forcing a surety to suffer a loss? YES NO

No

11. SUSPENSION, DISMISSAL, DEFAULT: Has Bidder been suspended, dismissed or declared in default on a project during the last five (5) years? YES NO

No

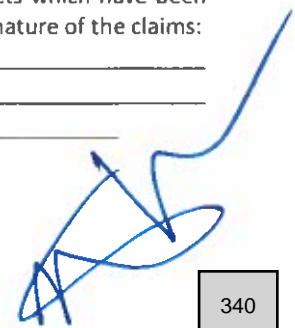
12. BONDABILITY REQUIREMENT: For the project described under this ITB, Bidder is able to and will obtain a payment bond and a performance bond issued by a surety that is authorized to transact surety business in the State of Oregon and that has an AMBest "A" or better rating. YES NO

Western Surety Company / 151 N Franklin St. 17th Floor, Chicago, IL 60606

Dawn Oney / 2901 Arizona Ave., Joplin, MO 64804 / 800-444-6875 / doney@theinsurancenter.com

13. LIENS AND SURETY CLAIMS: Have there been any liens or surety claims against Bidder on any contracts which have been performed or are in the course of being performed? YES NO

No



The City of Sandy

14. **REVOKED LICENSE:** Has Bidder's company or any key person in the company, had a license revoked by the Oregon Construction Contractors Board? YES NO If "YES" explain the underlying reason for the revocation of the license:

No

15. **CRIMINAL OFFENSE:** Has Bidder's company or any owner of or management employee in the company been convicted of a crime involving fraud, material misrepresentation or any crime involving the awarding of a contract for a government construction project or the bidding or performance of a government contract? YES NO

16. **DEMAND ON PERFORMANCE BOND:** In the last five years, has an owner ever made a demand on your performance bond? YES NO

17. **TERMINATION OF BONDING/INSURANCE COVERAGE:** In the last five years, has a surety or insurance company terminated existing bonding and/or insurance coverage due to excessive claims history and/or nonpayment of premiums? YES NO

18. **CITATIONS OR ENFORCEMENT ACTIONS.** Within the last five years, has the Bidder been cited or subject to any enforcement action for violation of any applicable law or regulations related to its performance of a prior construction contract? For the purposes of this section, "applicable law or regulations" includes without limitation, any building, zoning, environmental, site development, or Oregon Public Contracting Code regulations with which a prior project was required to comply, including non-discrimination regulations and prevailing wage requirements. YES NO If "YES", please state the date, nature, and final resolution of every such citation or enforcement action:

No

19. **BONDING.** What is the largest contract you have had bonded through the surety company named in Question #12 above? Please identify the project name, the nature of the project, the date of the project and the original contract price:

Richardson Park Bike Park, Berthoud, CO. Bike park including Velosolutions asphalt pump track, paved and natural trails and jump lines. Contracted 10/25/2022. Contract price \$1,827,881.86

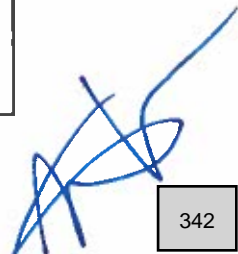
BIDDER REFERENCES FOR COMPARABLE PROJECTS IN SIZE AND SCOPE

Bidder shall provide a list of ~~five~~ **Three** different project references with their Bid that can be contacted regarding the quality of workmanship and service that the Bidder provided on projects of comparable size and scope within the past 5 years. Bidder must provide all information requested below and may use either the form provided in this section or their own form. The City of Sandy reserves the right to contact other persons, agencies or owners not listed below as part of determining whether Bidder is responsible.

Project Reference #1
Name and Dates of Project: Festival Fields Skatepark & Pumptrack November 2019
Project Location: Avondale, AZ
Project Description: The Avondale Festival Fields Park project is a 30-acre expansion and renovation of the existing Festival Fields regional park for the City of Avondale. Included in the project is a fishing lake, splash park, skatepark, pumptrack, play courts, ball fields, multi-use fields, restroom/concessions building, picnic areas, dog park, and custom designed play structures. We were contracted to design and build both the skatepark and pump track. The skatepark features a street/plaza style of course that includes stairs, handrails, and ledges and is connected to a pump track for an added user experience.

The City of Sandy

Contact Person #1 Name:	
Bryan Hughes, Parks & Rec Director	
Contact Person #1 Firm Name:	
City of Avondale	
Contact Person #1 Phone:	
623-333-2416	Fax:
Contact Person #2 Name:	
Skyler Roussel, Project Director	
Contact Person #2 Firm Name:	
Haydon Building Corp	
Contact Person #2 Phone:	
480-547-0879	Fax:




The City of Sandy

Project Reference #2	
Name and Dates of Project:	Riverfront Skatepark and Bike Park November 2018
Project Location:	Fort Smith, AR
Project Description:	<p>We were contracted to master plan and build this cutting edge all-wheeled facility that incorporates both skatepark and bike park amenities into one destination. There are four major sections to this park, but by far two of the favorites are the skatepark and the connected asphalt pump track. We also created some unique local features including a large skateable shape of Arkansas and a rideable arrow sticking out of the skatepark! The grand opening had 2,000 people in attendance and the park continues to be a huge hit in the area. We take pride in building parks like Fort Smith's that become a gathering place for every wheeled sport.</p>
Contact Person #1 Name:	<p>Doug Reinert, Director of Parks & Rec</p>
Contact Person #1 Firm Name:	<p>City of Fort Smith</p>
Contact Person #1 Phone:	<p>479-784-1006</p>
	Fax:



The City of Sandy

Contact Person #2 Name: Bobby Aldridge, Professional Engineer	
Contact Person #2 Firm Name: Frontier Engineering	
Contact Person #2 Phone: 479-414-1013	Fax:
Project Reference #3	
Name and Dates of Project: Bernalillo Skatepark and Pumptrack	December 2021
Project Location: Bernalillo, NM	
Project Description: In 2021, the town of Bernalillo partnered with American Ramp Company to design and build the first "all-wheel" park in the state of New Mexico. The unique combination of a concrete skatepark and an asphalt pump track allows the park to be enjoyed by skaters, scooters, mountain bikers, BMXers, rollerbladers, and more. By incorporating our P3 rubberized pavement mix in the pump track infills, we were able to minimize long-term maintenance needs. In less than two years since their grand opening, their creative combination of wheeled amenities has started a trend throughout the state as multiple other New Mexico communities have hired our team to design and build similar combination parks.	
Contact Person #1 Name: Mike Kloepfel, Community Development Director	



The City of Sandy

Contact Person #1 Firm Name:	
Town of Bernalillo	
Contact Person #1 Phone:	
505-771-7133	Fax:
Contact Person #2 Name:	
Phillip Valverde, Council Member	
Contact Person #2 Firm Name:	
Town of Bernalillo	

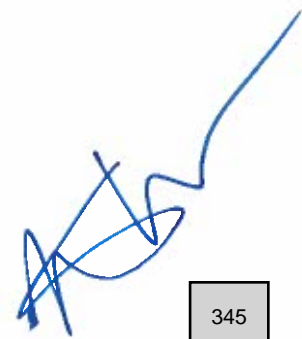


EXHIBIT E:

Invitation to Bid Documents

DATE ISSUED: June 7, 2023

CITY OF SANDY, OREGON

INVITATION TO BID

**FOR THE CONSTRUCTION OF THE SANDY
COMMUNITY CAMPUS PARK PUMP TRACK,
JUMP LINE, AND SKATE PARK**

**Deadline for Submission of Bid:
2:00 PM
JUNE 21, 2023**



Project Manager

Rochelle Anderholm-Parsch, EMPA, CPRP
503-489-2157
randersholmparsch@ci.sandy.or.us

City of Sandy
Parks and Recreation Department
38348 Pioneer Blvd.
Sandy, Oregon 97055

**A City of Sandy
PUBLIC IMPROVEMENT PROJECT**

BID DOCUMENTS

FOR:

City of Sandy

**FOR THE CONSTRUCTION OF THE SANDY
COMMUNITY CAMPUS PARK PUMP TRACK,
JUMP LINE, AND SKATE PARK**

PREPARED BY

THE CITY OF SANDY, OREGON

DATE ISSUED: JUNE 7, 2023

**City of Sandy
Invitation to Bid – Public Improvement**

Bids Due:	<p>Due Date and Time: Not Later than 2:00 PM Pacific Time, WEDNESDAY, JUNE 21, 2023. Bid Closing is the Due Date and Time shown above. Late Bids shall be rejected.</p> <p>First Tier Subcontractor Disclosure: Not Later than 4:00 PM Pacific Time, WEDNESDAY, JUNE 21, 2023 If the Bidder fails to submit the disclosure form by the deadline, the Bid shall be rejected.</p>
Submit Bids to:	<p>Bids will be received by Rochelle Anderholm-Parsch, Parks and Recreation Director, or Chelsea Jarvis, Executive Assistant on behalf of the City at the following address no later than the <u>Due Date and Time</u> shown above:</p> <p>Sandy Community / Senior Center 38348 Pioneer Blvd. Sandy, OR 97055</p> <p>It is the sole responsibility of the Bidder to assure that the Bid is delivered to the address by the deadline specified in a sealed envelope. All late Bids shall be rejected.</p>
Contact:	<p>Direct questions to: Rochelle Anderholm-Parsch, Parks and Recreation Director Email: randerholmparsch@ci.sandy.or.us Phone: (503) 489-2157</p>
Request Deadline:	<p>For all substitution, clarification and change requests as well as solicitation protests: 10:00 AM Pacific Time, Wednesday, June 14, 2023</p>
Prevailing Wages:	<p>This project is a Public Work and subject to ORS 279C.800 – ORS 279C.870 including but not limited to: payment of prevailing wages, reporting and public works bond.</p>
Bidder Prequalification	<p>Bidder prequalification is not required.</p>
Pre-bid Conference:	<p>An optional VIRTUAL pre-bid conference will be held at 1:00 PM Pacific Time, Friday, June 9, 2023 Meeting will be conducted via ZOOM. The zoom link is found on page 5.</p> <p>Contact Rochelle Anderholm-Parsch, Parks and Recreation Director, email: randerholmparsch@ci.sandy.or.us with any questions. Statements made by the City’s representative at the conference are not binding on the City unless confirmed by written addendum by the City.</p>
Public Bid Opening:	<p>A public bid opening will be held at 2:15 PM Pacific Time, Wednesday, June 21, 2023 located at Sandy Community / Senior Center, 38348 Pioneer Blvd., Sandy, OR 97055</p>

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ATTACHMENT A:
FORM OF CONTRACT

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DRAWINGS AND SPECIFICATIONS -

ATTACHMENT C:
GENERAL CONSTRUCTION SPECIFICATIONS

This Invitation Bid Document is comprised of all of the above documents, including, but not limited to: instructions, forms, drawings and specifications. The drawings and specifications pertaining to this ITB are hereby incorporated by reference.

Schedule

ITB ISSUED	June 7, 2023
OPTIONAL <u>VIRTUAL</u> PRE-BID MEETING	Friday, June 9, 2023, 1:00 PM ZOOM LINK: https://us02web.zoom.us/j/88355516104?pwd=NjJHYjR6OHR6cURWMWtlb29STzJadz09 passcode: 922265 Meeting ID: 883 5551 6104
<u>REQUEST DEADLINE</u> FOR: SUBSTITUTION, CLARIFICATION, OR CHANGE AND SOLICITATION PROTEST DEADLINE	Wednesday, June 14, 2023, 10:00 AM
REQUEST FOR CHANGE OR PROTEST	Wednesday, June 14, 2023, 10:00 AM
LAST ADDENDA ISSUED	June 15, 2023, 3:00 PM
BIDS DUE	June 21, 2023, 2:00 PM
BID OPENING	June 21, 2023, 2:15 PM 38348 Pioneer Blvd. Sandy, OR 97055
FIRST-TIER SUBCONTRACTOR DISCLOSURE	June 21, 2023, 4:00 PM
ANTICIPATED CONTRACT START / NOTICE TO PROCEED	July 24, 2023
ANTICIPATED SUBSTANTIAL COMPLETION	September 2024
ANTICIPATED FINAL COMPLETION	September 2024

NOTE: City of Sandy reserves the right to deviate from this schedule

Advertisement

City of Sandy
 Invitation to Bid (ITB) – Public Improvement
 City of Sandy Community Campus Park

Bids due and Bid Closing Date and Time: June 21, 2023 at 2:00 PM

First Tier Subcontractor Disclosure due: Not later than June 21, 2023 at 4:00 PM

Published: June 7, 2023

The City of Sandy (“City” or “Owner”) seeks sealed bids from qualified contractors able to construct an Asphalt Pump Track and Jump Lines, and a Concrete Skate Park at the Community Campus Park located at 17185 SE Meinig Ave. Sandy, OR 97055. The project will include the construction of a previously designed asphalt pump track, jump lines, and skate park.

This ITB includes:

- One contractor to complete the scope of construction of all three elements (pump track, jump lines, and skate park) to ensure that the unified design for all elements of this project are properly captured in the construction. Two of the main elements are a combined skatepark and pump track.
- Construction of all items as specified in the attached design documents. This includes construction of the asphalt pump track that meets the Union Cycliste Internationale (UCI) specifications and certification as designed and constructed by Velosolutions.
- All labor, construction project management, supplies, tools, materials, and equipment required per scope of work
 - Site staking and layout
 - Cutting and shaping grades within skatepark footprint
 - Installation of rebar
 - Install and finish shotcrete
 - Concrete flatwork
 - Concrete ledges, steps, and turndown walls
 - Expansion joints, saw cuts and cold joints
 - Coping, edgings, rails
 - Park sealing
 - Fine grading
 - French drains
 - Seeding
 - Sod in pump track areas (bid to include an add alternative of a Progressive Permeable Pavement a rubberized asphalt in the place of sod)
 - Drain cover and pipe installation (to be connected by others) DB to provide Connection/GC to provide stub out for connection.
 - Required Certification:
 - ACI Certification Shotcrete Construction

Contractor and all subcontractors are required to have a valid City of Sandy business license and pay all applicable Transit taxes prior to beginning project work.

The following will be the responsibility of the City and/or General Contractor:

- Conduct utility locates prior to any construction
- Obtain a City of Sandy demolition permit and building permit
- Obtain a City of Sandy grading and erosion control permit.

If any plans need modification, the cost of those modifications shall be paid by the City of Sandy.

There is no pre-qualification process for this ITB. An optional pre-bid conference will be held on **Friday, June 9, 2023, 1:00 PM**. The pre-bid conference will be held **Virtually via Zoom (link on page 5)**.

Submission and Deadline of Bid:

Bids shall be submitted on **June 21, 2023, at 2:00 PM to Rochelle Anderholm-Parsch, Parks and Recreation Director, or Chelsea Jarvis, Executive Assistant at 38348 Pioneer Ave, Sandy, OR 97055** in a sealed envelope. Late bids will be rejected as non-responsive. A public bid opening will be held at 2:15 PM on June 21, 2023. First-tier subcontractor disclosures will be due no later than 4:00 PM on June 21, 2023 and must be submitted in a sealed envelope and in the same manner as the bids, as described in the ITB documents. The City must reject a bid if the bidder fails to submit the disclosure form by the deadline.

All communication and correspondence pertaining to this ITB should be directed to the City Project Manager:

Rochelle Anderholm-Parsch at 503-489-2157 or by e-mail at randersholmparsch@ci.sandy.or.us. Copy all email communication to cjarvis@ci.sandy.or.us (*email is not deemed submitted until receipt is confirmed*).

ITB Addenda:

The City may issue addenda to this ITB. Proposers should confirm that they have provided their email contact information at the time of obtaining this ITB. All addendas and responses to questions will be posted on the City's bid site (<https://www.ci.sandy.or.us/rfps>). Proposers should check the City's bid site frequently until closing.

Request for Change or Protest:

Requests for changes to or protests to this ITB must be addressed to the City Project Manager by no later than JUNE 14, 2023 AT 10:00 AM The request or protest must include the specific changes requested, and the reason for requested changes supported by factual documentation, and any proposed changes, as further specified in Section 1.07 of the Summary and Instruction to Bidders.

Bidder Requirements:

Bidders must be qualified in accordance with the applicable parts of ORS 279 in order to enter into a contract with the City for public work in Oregon. Bidders are required to complete the Bidder Responsibility Information. The City will investigate and determine the qualifications of the apparent lowest bidder as part of its evaluation of the lowest responsive and responsible bid.

This ITB is for construction of a Public Improvement subject to ORS 279C.800 to 279C.870 (Oregon's prevailing wage law). As required by Oregon's prevailing wage law or the Davis-Bacon Act (40 USC 3141 to 3148), no bid will be received or considered by the City unless the bid form contains, or is accompanied by, a statement by the bidder that it agrees to be bound by and will comply with the provisions of 279C.838, 279C.840, or 40 USC 3141 to 3148. Contractor licensing under ORS 468A.720 for asbestos abatement is not a requirement of this project. Each bid must contain a statement as to whether the bidder is a resident bidder as defined in ORS 279A.120. Each bid must contain a statement as to whether the bidder is registered with the Oregon Construction Contractors Board in accordance with the provisions of ORS 279C.365 or the state landscape contractors board in accordance with the provisions of OAR 137-049-0239, as applicable. The City will not receive or consider a bid unless the bidder is so registered. Each bid must contain a non-discrimination certification in obtaining required subcontractors in accordance with ORS 279A.110(4). Pre-qualification of Proposers is not required. Questions about the ITB may be directed to Rochelle Anderholm-Parsch, Parks and Recreation Director, email: randersholmparsch@ci.sandy.or.us.

City Rights:

City reserves the right to cancel this ITB, reject any and all bids not in compliance with all prescribed public contracting procedures and requirements, including bidder responsibility under ORS 279C.375(3)(b), and may reject for good cause any and all bids upon the City's finding that it is in the City's or the public's best interest to do so. The City reserves the right to waive informalities and to award the contract to the qualified lowest responsive and responsible bidder.

Obtain Invitation to Bid:

1. Email.
 - a. Submit a request for the ITB by email to:
 - i. randersholmparsch@ci.sandy.or.us and copy cjarvis@ci.sandy.or.us (email is not deemed submitted until receipt is confirmed).
2. In Person.
 - a. See the front desk at the Parks and Recreation Dept. at 38348 Pioneer Blvd. Sandy, OR 97055 during regular business hours.

SECTION 1 - Summary and Instructions to Bidders

1.01. BRIEF SUMMARY OF THE WORK

- A. The City of Sandy (“the City”) requests sealed bids from qualified firms able to construct a pre-designed combined asphalt pump track and concrete skate park, as well as approximately 1290 LF of asphalt jump lines that include pre-manufactured bike ramps and jumps. The project includes the work to construct an approximate 20,000 sq ft skatepark that is combined with an approximate 20,000 sq ft UCI certified asphalt pump track. The work includes two asphalt jump lines that start at the park’s entry plaza and winds down the hill connecting the jump lines to the pump track. The City requires bids that contemplate constructing all three elements of this design as a cohesive unit. The work is to be completed under one contract and must adhere to the design specifications as provided in this bid document.
- B. Engineers Estimate:
- a. Skate Park \$50-\$60 per sq ft
 - b. Pump Track \$25-\$30 per sq ft
 - c. Jump line including pre-fabricated wood jumps and ramps, \$400,000 for an approximate 1300 LF
- C. Timeline to complete construction:
- a. June 15, 2024 - October 31, 2024
 - b. SOD and Seeding timeline: Lay SOD and SEEDING starting Sept. 30, 2024

1.02. IMPORTANT ITB EVENTS

- A. PRE-BID CONFERENCE
An optional Pre-Bid Conference will be held at the time and date and in the manner shown on page 2 of this ITB. Staff will take questions during the meeting. Statements or remarks made by the City’s representatives shall not be binding on the City unless confirmed by written addendum. Questions asked during the pre-bid meeting may not be responded to in an addendum unless also submitted in writing to the ITB Contact.
- B. RECEIPT OF BIDS
Bids will be received in sealed envelopes as described on page 2 of this document and at the Due Date and Time specified on page 2 of this document.
- C. BID CLOSING
Bid Closing is shown as the Due Date and Time on page 2 of this document. Bids received after Bid Closing will be considered Late. The City will not accept Offers after Bid Closing.
- D. FIRST-TIER SUBCONTRACTORS
The first-tier subcontractor disclosure form is due at the time and date shown on page 2 of this document. Failure to submit a first-tier subcontractor disclosure form by this due date and time may result in Bid rejection.
- E. PUBLIC BID OPENING
The Public Bid Opening will be held at the location, time and date shown on page 2 of this document.

1.03. BID REQUIREMENTS

Bid Requirements Checklist		
The following is a listing of Bid submission components		
	Signed Bid Form – all pages	Submit with Bid
	Bid Security (NOTE SPECIFIC INSTRUCTIONS IN SECTION 1.08.F)	Submit with Bid
	Construction Contractors Board License	Submit with Bid
	Bidder Responsibility Information Form – all pages	Submit with Bid
	First-Tier Subcontractor Disclosure	Submit as per page 2
	Any additional items specified in Supplementary Instructions to Bidders.	Submit with Bid

The Bid Requirements checklist is provided for the Bidder's convenience. Bidder is advised to thoroughly review ITB documents to be certain that it has met all requirements and included all required documents, forms and information in its Bid. In the event of a conflict between the Bid Requirements Checklist and other ITB Documents, other ITB Documents shall take precedence.

A. FIRST-TIER SUBCONTRACTOR DISCLOSURE

As per the form of first-tier subcontractor disclosure set forth in ORS 279C.370, Bidder shall submit to the City a disclosure of the first-tier subcontractors that:

- (a) Will be furnishing labor or will be furnishing labor and materials in connection with the public improvement contract; and
- (b) Will have a contract value that is equal to or greater than five percent of the total project Bid or \$15,000, whichever is greater, or \$350,000 regardless of the percentage of the total project base bid. Bidder must submit this documentation in accordance with Section 1, 1.08(J) and Section 2, 2.3.

B. BID SECURITY

Bid security shall accompany each Bid exceeding \$100,000 as per Section 1, 1.08, F. Please note the procedure Bidders must follow regarding Bid security, as described in Section 1, 1.08.F.

C. OREGON CONSTRUCTION CONTRACTORS BOARD

Bidders shall be licensed with the Oregon Construction Contractors Board prior to bidding on this project. The City may not receive or consider a bid unless the bidder is licensed by the Oregon Construction Contractors Board.

D. BIDDER'S QUALIFICATIONS AND RESPONSIBILITY

Each Bidder shall submit a completed Bidder's Responsibility Information Form along with its Bid. The Bidder's Responsibility Information Form will be used to evaluate the qualifications of any Bidder whose Bid is under consideration for Contract Award. Bidder's responses to requirements in Supplementary Instruction to Bidders may also be utilized in this evaluation.

Prior to award and execution of a Contract, the City will evaluate whether the apparent successful Bidder meets the applicable standards of responsibility identified in ORS 279C.375. In doing so, the City may investigate Bidder and request information in addition to that already required in this

document, when the City, in its sole discretion, considers it necessary or advisable. Submission of a signed Bid shall constitute approval for the City to obtain any information that the City deems necessary to conduct the evaluation.

Bids will be evaluated to identify the lowest responsive Bid submitted by a responsible Bidder that is not otherwise disqualified.

The City may postpone the award of the Contract after announcement of the apparent successful Bidder in order to complete its investigation and evaluation. Failure of the apparent successful Bidder to demonstrate responsibility shall render the Bidder non-responsible and shall constitute grounds for Bid rejection.

Any Bidder who fails to submit a complete Bidder Responsibility Information Form will be deemed to be non-responsive and will not be considered for Award of Contract.

If a Bidder is found not to be responsible, documentation of the reasoning will be sent to the Oregon Construction Contractors Board (OCCB). Such documentation will be based upon the criteria set forth in ORS 279C.375(3).

The City may reject a bid that does not comply with applicable public contracting procedures and requirements, including the requirement to demonstrate the bidder's responsibility under ORS 279C.375 (3)(b).

E. EXAMINATION OF WORK SITE AND BID DOCUMENTS; CONSIDERATION OF CONDITIONS TO BE ENCOUNTERED

Before submitting a Bid, Bidders shall carefully examine the site of the proposed Work, the Bid Documents, Plans, and Specifications. Bidders shall also contact Utility owners to verify all Utilities' anticipated involvement on the Project Site. Bidders are also encouraged to review any subsurface investigation material that may be available. Submission of a Bid will constitute confirmation that the Bidder has examined the Project Site and Bid Documents, finds the Plans and Specifications to be sufficiently detailed and accurate to enable Bidder to properly perform the Work, and understands the conditions to be encountered in performing the Work and all requirements of the Contract.

The Bidder is responsible for loss or unanticipated costs suffered by the Bidder because of the Bidder's failure to fully examine the site and become fully informed about all conditions of the Work, or failure to request clarification of Plans and Specifications Bidder believes to be erroneous or incomplete.

1.04. CONTRACT REQUIREMENTS

A. PREVAILING WAGES

The selected Contractor and its subcontractors shall pay the applicable prevailing wages to their workers as required by ORS 279C.840. This ITB and the resulting Contract are subject to the following BOLI wage rate requirements and the prevailing wage rates set forth in the following booklets:

- (a.) The "Prevailing Wage Rates for Public Works Contracts in Oregon" in effect on the date of this ITB and any applicable amendments to these rates.
- (b.) The "PWR Apprenticeship Rates" in effect on the date of this ITB and any applicable amendments to these rates.

The complete publications may be found online at the BOLI website at:
http://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx and are incorporated by reference.

B. DAVID BACON ACT - FEDERALLY FUNDED CONTRACTS

This project is subject to the Davis-Bacon Act (40 U.S.C. 3141 et seq.), Federal Department of Labor Prevailing Wages. Yes: No: .

C. CONTRACT, BONDS AND INSURANCE

The successful Bidder must enter into a Contract with the City of Sandy in the form included here as Attachment A. Agreement Form. The successful Bidder must obtain and maintain insurance and bonding as per Section 1, 1.11 A., Section 2, 2.6 Performance Bond, 2.7 Labor and Materials Payment Bond, and 2.5 Agreement Form. The successful Bidder shall obtain a Payment Bond and a Performance Bond issued by a surety which is authorized to transact surety business in the State of Oregon and which has an A.M. Best "A" or better rating.

D. WARRANTY BONDING

The selected Contractor will be required to provide the City a Warranty Bond.

Yes: No:

A Warranty Bond in the form provided herein as "3.9 Warranty Bond" is required for this project and must be provided by the Contractor before the final payment on the contract is issued by the City. The warranty security furnished by the Contractor for the work performed will be ten percent (10%) of the original contract amount. This security is to guarantee replacement and repair of the public improvements, provided by the Contractor under the contract, for a period of two (2) years following the issuance of the written Notice of Substantial Completion.

1.05. AVAILABILITY OF ITB DOCUMENTS

ITB documents may be obtained by:

- i. Email.
 1. Submit a request for the ITB by email to:
 2. randersholmparsch@ci.sandy.or.us and copy ciarvis@ci.sandy.or.us (email is not deemed submitted until receipt is confirmed).
- ii. In Person.
 1. See the front desk at the Parks and Recreation Dept. at 38348 Pioneer Blvd. Sandy, OR 97055 during regular business hours.

This ITB is for construction of a Public Improvement subject to ORS 279C.800 to 279C.870 (Oregon's prevailing wage law). Bidders should consult (<https://www.ci.sandy.or.us/rfps>) regularly until Bid Closing to assure the bidder obtains all Addenda.

1.06. ITB/PROJECT CONTACT

All questions, requests for clarification, requests for change, requests for substitution and any solicitation protests must be addressed to the ITB Contact shown on page 2 of this document.

1.07. SOLICITATION PROTEST; REQUEST FOR CHANGE, CLARIFICATION, OR SUBSTITUTION

- A. PROCEDURE: Questions and clarification requests must be directed to the contact shown on page 2 of this ITB. The appropriate means of seeking changes to provisions of this ITB are through (a) requests for approval of an “approved substitution” (b) requests for changes to contractual terms, Specifications, or Plans; and (c) protests of contractual terms, Specifications, or Plans.

No Offer/Bid response may include alternate product brands or products, or take an exception to the Specifications or Plans or contractual terms, without the Owner’s approval prior to submitting a bid. Any bid response that includes an alternate brand or product, or takes an exception to the Specifications or Plans or contractual terms, without the Owner’s prior approval may be deemed non-responsive and may be rejected.

- B. METHOD OF SUBMITTING REQUESTS FOR CHANGES TO THIS ITB: Emailed or mailed requests must be marked as follows:

- (a) Bid Request for Substitution Request (Request for Clarification, Request for Change, or Protest, whichever is applicable)

Requests must be received by the contact listed on Page 2 of the ITB, in writing, either in hardcopy or by email, no later than the Request Deadline on the Schedule shown on Page 5 of the ITB. Unless this specific deadline is extended by subsequent Addenda, no requests for substitution, requests for clarification, requests for change, or protests pertaining to provisions contained in the originally-issued ITB will be considered after the date specified herein.

- C. REQUEST FOR APPROVAL OF AN “APPROVED SUBSTITUTION”: When a brand name(s) is required by the specifications, all bidders shall provide the specified product unless another product or products are approved through product substitution. Bidders may request approval in writing on company letterhead to the Owner’s Representative, not less than five (5) calendar days prior to bid closing. Each request shall contain sufficient information to determine product acceptability. A product substitution request that is not complete may not be considered. The Owner’s Representative shall determine, in its sole discretion, whether a bidder’s requested substitution is “Equal”. Approval of any substitute equipment, method or materials shall be issued in the form of an Addendum issued no later than seventy-two (72) hours prior to bid closing.

- (a) Requests must provide all of the information necessary for the City to determine product acceptability.

- (b) Failure to provide sufficient information with the request will cause the request to be rejected.

- (c) Any product subsequently approved for substitution will be listed on an Addenda issued by the City.

- D. REQUEST FOR CLARIFICATION: Any Bidder who finds discrepancies in, or omissions from, any provision of the ITB, Plans, Specifications, or Contract Documents, or has doubt as to the meaning, shall make a request for clarification in writing, to the contact listed on Page 2 of the ITB. To be considered, the request for clarification must be received by the Request Deadline on the Schedule shown on Page 5 of the ITB.

- E. REQUEST FOR CHANGES TO CONTRACTUAL TERMS OR SPECIFICATIONS OR PLANS: Any Bidder may submit a request for changes to contractual terms, Plans, or Specifications, in writing, to the contact listed on Page 2 of the ITB. To be considered, the request for changes must be received by the Request Deadline on the Schedule shown on Page 5 of the ITB. The request must include the specific changes requested, and the reason for requested changes supported by factual documentation, and any proposed changes.

- F. PROTEST OF CONTRACT TERMS AND CONDITIONS OR SPECIFICATIONS: Any Bidder may submit a protest of solicitation terms and conditions, in writing, in accordance with OAR 137-049-0260 to the contact listed on Page 2 of the ITB. To be considered, the protest must be received by the deadline specified on the Schedule shown on Page 5 of the ITB. The protest shall include the legal and factual grounds for the protest, a description of the resulting prejudice to the Bidder if the protest is not

granted, and a statement of the relief or changes proposed.

- G. RESPONSE TO REQUESTS FOR CLARIFICATION: Clarifications, whether verbal, or in writing, or included in an addendum as “clarification”, do not change Plans, Specifications, contractual terms, or procurement requirements of an ITB. If a request for clarification raises an issue that the City determines should be handled by formally amending the ITB, the City will do so only by announcing such a change in an Addendum, not through information identified as a "clarification."
- H. RESPONSE TO REQUESTS FOR BRAND APPROVAL, REQUESTS FOR SUBSTITUTION, REQUESTS FOR CHANGE, AND PROTESTS: The City shall promptly respond to each properly-submitted written request for brand approval, request for substitution, request for change, and protest as indicated in the schedule on page 5. Where appropriate, all substantive questions and requests for clarification or changes to the ITB shall be communicated on the City’s Bid Management site at (<https://www.ci.sandy.or.us/rfps>) in accordance with the deadlines provided for on page 2. Proposers should check this website frequently until closing.

Failure to protest solicitation terms and conditions, Contract terms and conditions or Specifications, as indicated in this section, precludes appeal or protest of a decision to award based upon such solicitation terms and conditions, Contract terms and conditions, or Specifications.
- I. PROTEST OF ADDENDUM: Requests for clarification, requests for change and protests of Addendum must be received by the time and date specified in the Addendum or they will not be considered.

1.08. OFFER FORMAT AND BID SUBMISSION

A. FORMS TO BE USED

Bids shall be submitted on unaltered Bid Forms furnished by the City, or on exact duplicates thereof. Bids shall be made in accordance with all instruction, requirements and specification to be considered. All blanks on Bid Forms shall be completed in ink or typewritten. Alterations and erasures shall be initialed by the signatory of the Bid.

A Bidder shall not make their Bid contingent upon the City’s acceptance of Specifications, Plans or Contract terms that conflict with or are in addition to those in the ITB documents.

B. REQUIRED SIGNATURES

Bids shall be digitally signed or a copy signed in ink, with the signer’s name typed or printed in the space provided. Where Bidder is a corporation, Bids shall be signed with the legal name of the corporation and the legal signature of an officer authorized to bind the corporation to a contract. At least one Bid submitted by Bidder must bear an original signature.

C. NUMBER OF COPIES

Bidders shall submit one (1) copy of the Bid.

D. BID SUBMISSION

Bids will be received in a sealed envelope at 38348 Pioneer Blvd., Sandy, OR 97055 site no later than the Due Date and Time shown on page 2.

It is the sole responsibility of the Bidder to assure that the Bid is delivered to the address shown on page 2 by the deadline specified. All late Bids shall be rejected.

E. STATE OCCB REGISTRATION REQUIREMENTS

Bidders shall be licensed with the Oregon Construction Contractors Board prior to bidding on this project. Failure to comply with this requirement shall result in Bid rejection. Bidders shall insert

Bidder's current, valid registration number and expiration date thereof in the spaces provided on the Bid Form. Landscaping contractors and all subcontractors participating in this project shall be licensed respectively, by the State Landscape Contractors Board, as required by ORS 671.530 and the Oregon Construction Contractors Board, as required by ORS 701.026, at the time they propose to engage in subcontract work. Any Bid received from a Bidder identified by the Oregon Construction Contractors Board as ineligible to hold public contracts in accordance with ORS 701.227 shall be disqualified from consideration.

- F. **BID SECURITY:** Each Bid exceeding \$100,000 shall be accompanied by Bid security in the form of:
- (a) a Bid bond as set forth in Section 1,
 - (b) an irrevocable letter of credit issued by an insured institution as defined in ORS 706.008, or
 - (c) a certified check or cashier's check.

Such Bid security must be in an amount equal to ten percent (10%) of the total amount of the submitted Bid, which has been executed in favor of the City. **Copies of the Bid security must be included in the same format as the Bid. Thereafter, a hard copy of the Bid security must be postmarked and mailed within five (5) business days to the following address: 38348 Pioneer Blvd., Sandy, OR 97055. Please include a cover letter with the hard copy of the Bid security that references this ITB. Failure to mail a hard copy of the Bid security within five (5) business days may result in the Bid being declared non-responsive.**

Bid security of the successful Bidder will be returned or released after the Bidder's written Contract, Performance Bond, Payment Bond, and required certificates of insurance have been promptly and properly executed, delivered to, and accepted by the City. If the successful Bidder fails to (1) promptly and properly execute the Contract, (2) furnish a good and sufficient Performance Bond and a good and sufficient Payment Bond, and/or (3) furnish required certificates of insurance within seven (7) calendar days of the written notification of intent to award a Contract, then the City may cash the check, draw under the letter of credit or otherwise collect under the Bid security.

The City reserves the right to retain the Bid security of the next two (2) lowest Bidders until the successful Bidder has been awarded a Contract or until no more than 60 days after Bid opening, whichever is shorter. Bid security of all other Bidders will be returned as soon as practicable after Bid opening.

G. **MODIFICATION OR WITHDRAWAL OF BID**

After submittal, Bids may be modified or withdrawn on written request received from Bidders prior to the Bid Closing. Modifications shall be submitted in the same manner as the Bid. Offers may also be withdrawn before Closing by contacting the Contact listed on page 2 and upon presentation of evidence of authorization to act for Bidder to the Contact listed on page 2 of this ITB.

Bids may not be modified or withdrawn after closing except as provided in ORS 279C and the City's Public Contracting Rules.

H. **DURATION OF BIDS**

Each Bid shall be irrevocable for a period of 60 days from the date of Bid. Award of a Contract to any Bidder shall not constitute rejection of any other Bid.

The City may request that Bidders extend, in writing, the time during which the City may consider their Bids. If a Bidder agrees to such an extension, the Bid shall continue as a firm Offer, irrevocable, valid and binding on the Bidder for the agreed upon extension period.

I. **RESIDENT BIDDER**

Bidder shall indicate on the Bid Form whether Bidder is a "resident bidder" as defined in ORS 279A.120. A "nonresident bidder" means a Bidder who has neither paid unemployment taxes nor

income taxes in the State of Oregon during the 12 calendar months immediately preceding submission of its Bid, nor has a business address in the State of Oregon.

In determining the lowest responsive Bidder for this Work, a percentage may be added to the Bid of a non-resident Bidder equal to the percentage, if any, of the preference given to that Bidder in the state in which the Bidder resides. This percentage, if utilized, shall not be added to the dollar value of Contract to be awarded as a result of this ITB.

J. LIST OF FIRST-TIER SUBCONTRACTORS

In accordance with ORS 279C.370, Bidders are required to complete and submit the first-tier subcontractor disclosure form, provided as Section 3, form 3.4, within two (2) hours of the Bid Closing Date and time.

K. ACCEPTANCE OF CONDITIONS/SITE VISITATION

The Bidder, by making a Bid, represents that:

- (a) The Bidder has read and understands the Bid documents and the Bid is made in accordance with the Bid documents.
- (b) The Bidder has visited each project site, become familiar with the local conditions under which the Work is to be performed, and has correlated the Bidder's personal observations with the requirements of the proposed Contract Documents.
- (c) The Bid is based upon the materials, equipment, systems, required by the Bid documents without exceptions.

L. RESERVATIONS

1. The City reserves the following rights:

- (a) To reject all Bids.
- (b) To reject any Bid not in compliance with all prescribed public bidding procedures and requirements, including the requirement to demonstrate the Bidder's responsibility under ORS 279C.375(3)(b), and to reject for good cause any or all Bids upon a finding that it is in the public interest to do so.
- (c) To reject Bids which it determines to be non-responsive.
- (d) To reject Bids upon the City's finding that the Bidder:
 - i. Has been declared ineligible under ORS 279C.860 by the Commissioner of Bureau of Labor and Industries
 - ii. Has been identified by the Oregon Construction Contractors Board as ineligible to hold public contracts in accordance with ORS 701.227; or
 - iii. Is not responsible.
- (e) To waive any minor informalities in Bids submitted.
- (f) In the event two or more Bidders quote identical amounts for the same Work, to award the contract by drawing lots between such Bidders or by such other means as it deems appropriate.
- (g) To return the Bid unopened, in its sole discretion, in the event only one Bid is received.

M. ASBESTOS ABATEMENT

Work to be performed under the contract will not require the Bidder or any subcontractors to be licensed for asbestos abatement work under ORS 468A.720.

1.09. BID EVALUATION

A. BID EVALUATION CRITERIA

Bids will be evaluated to identify the lowest responsive Bid submitted by a responsible Bidder and not otherwise disqualified. (Refer OAR 137-049-0440). For clarity's sake, at a minimum, a responsible bidder must demonstrate that (A) it has appropriate financial, material, equipment, facility, and personnel resources and expertise, or has the ability to obtain the resources and expertise, necessary to meet all contractual responsibilities; (B) it holds current licenses that businesses or service professionals operating in its state must hold in order to undertake or perform the work specified in the contract; (C) it is covered by liability insurance and other insurance in amounts the contracting agency requires in the solicitation documents; (D) it qualifies as a carrier-insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128; (E) it has made the disclosure required under ORS 279C.370; (F) it has completed previous contracts of a similar nature with a satisfactory record of performance; (G) it has a satisfactory record of integrity; (H) it is legally qualified to contract with the City; and (I) it has supplied all necessary information in connection with the inquiry concerning responsibility. Adjustments made to account for reciprocal preferences will be for Bid evaluation purposes only. No such adjustments shall operate to amend a Bid or any Contract awarded pursuant thereto.

B. RESPONSIVENESS:

To be considered responsive, the Bidder must substantially comply in all material respects with applicable solicitation procedures and requirements and the solicitation documents. In making such evaluation, the City may waive minor informalities and irregularities.

C. RESPONSIBILITY:

Prior to award of a Contract, the City will evaluate whether the apparent successful Bidder meets the applicable standards of responsibility identified in this ITB and as authorized by OAR 137-049-0390. In doing so, the City may investigate Bidder and request information in addition to that already required in the ITB, when the City in its sole discretion, considers it necessary or advisable. The City reserves the right to find a Bidder not responsible if its investigation reveals a history of project delivery delays, related performance problems, or a lack of experience with contracts of a similar nature.

D. OREGON PREFERENCE:

Awards shall be subject to preference for goods or services that have been produced or manufactured in Oregon, if price, fitness, availability and quality are otherwise equal (ORS 279A.120).

E. RECIPROCAL PREFERENCE:

Solely for the purpose of evaluating offers, the City will add a percent increase to the Bid of a non-resident Bidder equal to the percent, if any, of the preference given to the Bidder in the state in which the Bidder resides. For example, if the Bidder is from a state that grants a ten (10) percent preference to local Bidders, the City will add ten (10) percent. (OAR 137-046-0310, ORS 279A.120(2)(b)).

F. PROCESSING OF BIDS:

Neither the release of a Bid Security, nor acknowledgment that the selection process is complete (whether by posting of a Bid tabulation sheet, issuance of notice intent to award, or otherwise), shall operate as a representation by the City that any Bid submitted was complete, sufficient, lawful in any respect, or otherwise in substantial compliance with the ITB requirements.

G. WITHDRAWAL BY THE CITY OF BID ITEMS PRIOR TO AWARD:

The City reserves the right to delete Bid items. The deletion of one or more Bid items will not affect the method of award.

H. NOTICE OF INTENT TO AWARD

The Notice of Intent to Award shall serve as notice to all Bidders that The City intends to make a contract award.

1.10. PROTEST OF INTENT TO AWARD

A. PROTEST OF INTENT TO AWARD

Adversely affected or aggrieved Bidders shall have **seven (7) calendar** days from the date of the Notice of Intent to Award within which to file a written protest of award. Protests received after that date will not be considered. Protests must specify the grounds upon which the protest is based.

1. Protests must be emailed to Rochelle Anderholm-Parsch at the email address identified on page 2.
2. In order to be an adversely affected or aggrieved Bidder, the Bidder must claim to be eligible for award of the Contract as the lowest responsible and responsive Bidder and that any and all lower Bids are ineligible to receive Contract award; i.e., the protesting Bidder must claim that all lower Bidders are ineligible for Award.
3. An actual Bidder who is adversely affected or aggrieved by the award of the Contract to another Bidder may protest award, in writing, within the timeline established. The written protest shall state the grounds upon which the protest is based. No protest of the award shall be considered after the deadline.
4. Pursuant to OAR 137-049-0260, no protest against award shall be considered because of the content of Bid Specifications, Plans, or contract Terms after the deadline established for submitting protests of Bid Specifications, Plans or Contract Terms.

B. RESPONSE TO INTENT-TO-AWARD PROTESTS:

The City will respond in writing to intent-to-award protests submitted by adversely-affected or aggrieved Bidders. The City may also respond to intent-to-award protests submitted by other Bidders for purposes of clarification. However, any response provided by the City is not intended to, and shall not in and of itself constitute, confirmation that the bidder is, in fact, adversely affected or aggrieved, and therefore entitled to protest an intent to award, or that the protest was timely filed.

C. AWARD

After expiration of the intent-to-award protest period, and resolution of all protests, the City will proceed with final award. (If the City receives only one Bid, the City may dispense with the intent-to-award protest period and proceed with award of a Contract).

1.11. INFORMATION TO BE PROVIDED BY THE SUCCESSFUL BIDDER: CONTRACT, BONDS AND INSURANCE

A. CONTRACTOR CONTRACT EXECUTION

Within seven (7) days after receipt of Notice of Intent to Award, the successful Bidder shall be prepared to execute the Contract provided by the City. The City's contract form is provided as Attachment A of this ITB. At the same time, the successful Bidder shall furnish the City: a Performance Bond, a Payment Bond, and all required Certificates of Insurance. Prior to starting work under the Contract, the selected Bidder shall provide a performance bond and a payment bond each issued by a surety satisfactory to the City, in an amount equal to the full dollar value of the Contract for the faithful performance of the Contract and all provisions thereof.

B. CITY CONTRACT EXECUTION

After receipt and acceptance of the properly executed Contract, Performance Bond, Payment Bond, and Certificates of Insurance, the City will execute the Contract and issue a Notice to Proceed. No work shall be performed until the Contract is fully executed and a written Notice to Proceed is issued.

C. FAILURE TO EXECUTE

A successful Bidder who fails to execute the Contract or furnish the Performance Bond, Payment Bond and provide Certificates of Insurance in the time and manner indicated herein shall forfeit its Bid security.

D. PUBLIC WORKS BOND

Before starting Work the successful Bidder shall file with the Oregon Construction Contractors Board, and maintain in full force and effect, the separate public works bond required by ORS 279C.836, unless otherwise exempt under those provisions. The successful Bidder shall also include in every subcontract a provision requiring the subcontractor to have a public works bond filed with the Oregon Construction Contractors Board before starting Work, unless otherwise exempt, and shall verify that the subcontractor has filed a public works bond before permitting the subcontractor to start Work.

A disadvantaged, minority, women or emerging small business enterprise certified under ORS 200.055 may, for up to four years after certification, elect not to file a public works bond as required under Section 279C.836 (1). If a business enterprise elects not to file a public works bond, the business enterprise shall give the Oregon Construction Contractors Board written verification of the certification and written notice that the business enterprise elects not to file the bond.

Questions regarding the public works bond may be directed to BOLI at the BOLI website (www.oregon.gov/BOLI) or at the following address:

Bureau of Labor and Industries
Wage and Hour Division
Prevailing Wage Unit
800 N.E. Oregon Street, #32
Portland, Oregon 97232

E. JOINT VENTURE/PARTNERSHIP INFORMATION

The successful Bidder, if a Joint Venture/Partnership, shall provide a copy of the joint venture agreement or partnership agreement evidencing authority to Offer and enter into the resulting Contract that may be awarded, together with corporate resolutions (if applicable) evidencing corporate authority to participate as a joint venture or partner. A contact person must also be designated for purposes of receiving all notices and communications under the Contract. All partners and joint venture members will be required to sign the awarded Contract.

1.12. COMPLIANCE WITH LAW

The selected Contractor shall be required to comply with the City's standard construction contract provisions as provided in Attachment A. In addition, the selected contractor shall comply with and require its subcontractors to comply with all applicable provisions of federal, state and local laws, statutes, ordinances, codes, orders, rules and regulations which pertain to the work specified in this ITB.

1.13. MINORITY-OWNED, WOMEN-OWNED AND EMERGING SMALL BUSINESSES (MWESB)

Minority-owned, Women-owned and Emerging Small Businesses (MWESB) are encouraged to respond to this ITB. All Bidders are encouraged to contact and seek sub-bids from MWESB subcontractors. MWESB subcontractors are encouraged to attend any pre-proposal conferences.

SECTION 2 - FORMS

2.1 BID FORM**BID FORM****THE CITY OF SANDY****INVITATION TO BID****The undersigned hereby certifies that Bidder:**

_____ <Insert Bidder name>

_____ <CCB#>

1. Has the authority and/or responsibility to submit a Bid and to represent the organization in all phases of this Bid process.
2. The information is true and accurate to the best of their knowledge.
3. Shall furnish, in strict compliance with the Bid and Contract Documents for the above-referenced Project, all labor, materials, equipment, apparatus, appliances, tools, transportation, and other facilities and services necessary to perform the Work described therein, and to perform said Work in strict compliance therewith, for the amounts set forth in this Bid.
4. Is a Resident Bidder, Non-Resident Bidder, as defined in ORS 279A.120

A "non-resident bidder" is a Bidder who has neither paid unemployment taxes nor income taxes in the State of Oregon during the 12 calendar months immediately preceding submission of this Bid, nor has a business address in the State of Oregon.

In determining the lowest responsive Bidder for this Work, a percentage may be added to the Bid of a non-resident Bidder equal to the percentage, if any, of the preference given to that Bidder in the state in which the Bidder resides. This percentage, if utilized, will not be added to the dollar value of the contract to be awarded as a result of this ITB.

5. Understands any false statement may disqualify this Bid from further consideration or be cause for contract termination.
6. Has read, understands and agrees to be bound by all terms and conditions herein.
7. Understands by submitting this Bid, the undersigned certifies conformance to the applicable Federal Acts, Executive Orders and Oregon Statutes and Regulations concerning Affirmative Action toward equal employment opportunities. All information and reports required by the Federal or Oregon State Governments, having responsibility for the enforcement of such laws, shall be supplied to the City of Sandy upon request for purposes of investigation to ascertain compliance with such acts, regulations, and orders.
8. **Acknowledges Receipt of Addenda No's. _____ through _____ .**

Please check the box regarding Bid security:

- Bid security in form of cashier's check , certified check , Bid bond in the form set forth in Section 2., 2.2 , irrevocable letter of credit issued by an insured institution as defined in ORS 706.008 (check applicable clause) in the amount of ten percent (10%) of the total amount of the submitted Bid, which has been executed in favor of the City of Sandy is enclosed.

BID TITLE: THE CITY OF SANDY CONSTRUCTION OF THE SANDY COMMUNITY CAMPUS PARK PUMP TRACK, JUMP LINE, AND SKATE PARK

SUBMIT TO: City of Sandy
Attention: Rochelle Anderholm-Parsch, Parks and Recreation Director
Email: randerholmparsch@ci.sandy.or.us

FROM: _____

**BIDDER
ADDRESS
CITY/STATE/ZIP**

Operating as (STRIKE OUT CONDITIONS THAT DO NOT APPLY) an individual, a Company, a Corporation, organized and existing under the law of the State of _____.
Proprietorship, Partnership, or Joint Venture consisting of _____
_____.

BASE BID:

Having become completely familiar with the local conditions and legal requirements affecting the cost of Work at the place where Work is to be executed, and having carefully examined the site conditions as they currently exist, and having carefully examined Bidding Documents prepared by the City of Sandy for

THE CITY OF SANDY CONSTRUCTION OF THE SANDY COMMUNITY CAMPUS PARK
PUMP TRACK, JUMP LINE, AND SKATE PARK

Together with any addenda to such Bidding Documents as listed hereinafter, the undersigned hereby proposes and agrees to provide all labor, materials, plant, equipment, transportation, and other facilities and services as necessary and/or required to execute all of the Work described by the aforesaid Bidding Documents for the lump sum consideration as described on the next page:

BID TABULATION:

DIVISION	AMOUNT
Div 00 - General Conditions / labor / mobilization / tools / equipment	\$
Div 03 - All Asphalt Flatwork	\$
Div 04 - Concrete Flatwork (Sky Blue)	\$
Div 05 - Shotcrete	\$
Div 06 - Metals	\$
Div 07 - Progressive Bike Ramp Features	\$
Div 08 - Landscape / SOD & Seeding	\$
Div 09 - Cut and Fill Work (lump sum)	\$
Div 10 - Concrete Flatwork (no specific color)	\$
Div 11 -	\$
Div 12 -	\$
Div 13 -	\$
Div 21 -	\$
Div 22 -	\$
Div 23 -	\$
Div 26 -	\$
Div 27 -	\$
Div 28 -	\$
Div 31 -	\$
Div 32 -	\$
Div 33 -	\$

TOTAL BASE BID	\$
-----------------------	----

_____ DOLLARS

Said amount hereafter is referred to as the Base Bid.

ADD ALTERNATIVES:

Add Alternative	AMOUNT
Pourable Permeable Pavement	

ALTERNATIVES:

None.

ADDENDA ACKNOWLEDGMENT:

The undersigned acknowledges receipt of the following addenda: (List by number and date appearing on addenda.)

ADDENDUM NO.	DATE	ADDENDUM NO.	DATE
_____	_____	_____	_____
_____	_____	_____	_____

TIME FOR COMPLETION:

- A. Undersigned acknowledges and agrees to abide by all provisions of the "Time for Completion" specified in Instructions to Bidders. Undersigned agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner, and to fully complete the project as indicated in this bidder proposal.

CHANGES IN WORK:

- A. The undersigned agrees that when changes in Work are ordered which involve extra cost over and above Contract Price, and when such work, due to an emergency, is ordered to proceed on basis of cost-plus-fee, such shall be as required by the General Conditions and Supplementary Conditions.

PROFIT AND OVERHEAD FORMULA

- A. For changes in the work, the following profit and overhead formula shall be used:

Net Increase	Profit	_____
	Overhead	_____
Net Decrease	Profit	_____
	Overhead	_____

Bidder Name: _____

REPRESENTATIONS AND CERTIFICATIONS

Bidder shall submit 3.5 Bidder's Responsibility Information Form as per Section 1, 1.03 along with the Bid Form and any other required Bid submittals.

BIDDER'S EMPLOYERS FEDERAL TAX IDENTIFICATION NUMBER (EIN) < > OR
SOCIAL SECURITY IDENTIFICATION NUMBER < >

State of Oregon Certified Minority-owned, Women-owned or Emerging Small Business YES NO
IF YES, PROVIDE CERTIFICATION NUMBER < >

The undersigned hereby certifies under penalty of perjury that to the best of my knowledge the Bidder does not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, or national origin. Nor has Bidder or will Bidder discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is:

- A minority-owned, women-owned, or emerging small business enterprise certified under ORS 200.055, or
- A business enterprise that is owned or controlled by or that employs a disabled veteran, as defined in ORS 408.225.

If awarded, the Bidder (Contractor) agrees to be bound by and will comply with the provisions of 279C.838, 279.840 or 40 U.S.C. 3141 to 3148.

The undersigned hereby certifies under penalty of perjury that to the best of my knowledge the Bid was prepared independently from all other Bidders, and without collusion, fraud, or other dishonesty.

The Bid submitted is in response to the specific language contained in the ITB, and Bidder has made no assumptions based upon either (a) verbal or written statements not contained in the ITB, or (b) any previously-issued ITB, if any.

The undersigned hereby certifies that Bidder has the authority and/or responsibility to submit a Bid and to represent the Bidder in all phases of this Bid process.

Bidder's (Company) Name: < >

Date: < >

CCB#: < >

Signature _____

Name < >

Title < >

Street Address < >

City < >

State < > Zip < >

Phone < >

E-Mail < >

FAILURE TO COMPLETE, SIGN AND SUBMIT THIS FORM MAY BE CAUSE FOR BID REJECTION.

2.2 FORM OF BID BOND

We, _____ as "Principal," and _____ (Name of Principal) (Name of Surety)

an _____ Corporation,

authorized to transact Surety business in Oregon, as "Surety," hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns to pay unto The City of Sandy ("Obligee") the sum of

(\$ _____) _____ dollars.

WHEREAS, the condition of the obligation of this bond is that Principal has submitted its proposal or Bid to the Obligee in response to Obligee's procurement document (_____) for the project identified as:

Title:

_____ which proposal or Bid is made a part of

this bond by reference, and Principal is required to furnish Bid security in an amount equal to ten (10%) percent of the total amount of the Bid pursuant to ORS 279C.365(5) and the procurement document.

NOW, THEREFORE, if the proposal or Bid submitted by Principal is accepted, and if a contract pursuant to the proposal or Bid is awarded to Principal, and if Principal enters into and executes such contract within the time specified in the procurement document and executes and delivers to Obligee its good and sufficient performance bond and payment bond required by Obligee within the time fixed by Obligee, then this obligation shall be void; otherwise, it shall remain in full force and effect.

IN WITNESS WHEREOF, we have caused this instrument to be executed and sealed by our duly authorized legal representatives this _____ day of _____ 20 _____

PRINCIPAL: _____ BY ATTORNEY-IN-FACT: _____ Power-of-Attorney must accompany each surety bond]
By _____ Signature Name
Official Capacity Signature
Attest: _____ Corporation Secretary Address
SURETY: _____ City State Zip
Phone Fax

2.3 FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

TITLE/PROJECT NAME: The City of Sandy Senior Center Repair and Upgrade Project

BID CLOSING DATE: June 21, 2023 TIME: 2:00 PM

First-Tier Subcontractor Disclosure Form Due: June 21, 2023 TIME: 4:00 PM

This form must be submitted at the location specified in the Invitation to Bid on the advertised Bid Closing Date and within two hours after the advertised Bid Closing Time ("Disclosure Deadline"). List below the name of each subcontractor that will be furnishing labor or will be furnishing labor and materials and that is required to be disclosed, the category of work and the dollar value of the subcontract. Enter the word "NONE" if there are no first-tier subcontractors subject to disclosure. ATTACH ADDITIONAL SHEETS IF NECESSARY.

NAME	CATEGORY OF WORK	DOLLAR VALUE
1.		\$
2.		\$
3.		\$

The above listed first-tier subcontractor(s) are providing labor or labor and materials with a Dollar Value equal to or greater than:

- a. 5% of the total project Bid, or \$15,000, whichever is greater. [If the Dollar Value is less than 15,000.00, do not list the subcontractor above.]; or
- b. \$350,000 regardless of the percentage of the total Contract Price.

FAILURE TO SUBMIT THIS FORM BY THE DISCLOSURE DEADLINE WILL RESULT IN A NON-RESPONSIVE BID AND SUCH NON-RESPONSIVE BID WILL NOT BE CONSIDERED FOR AWARD.

Bids which are submitted by Bid Closing, but for which the disclosure submittal has not been made by the specified deadline, are NOT Responsive and shall NOT be considered for Contract award.

Form submitted by (Bidder Name): <_____>

CCB#: < [REDACTED] >

Contact Name and phone number: CONTACT SHOWN ON PAGE 2 OF THIS ITB.

Deliver Form to Agency: IN SEALED ENVELOPE TO THE ADDRESS ON PAGE 2 OF THIS ITB.

Person Designated to Receive form: Rochelle Anderholm-Parsch, Parks and Recreation Director

Agency's Email Address: randerholmparsch@ci.sandy.or.us

THIS DOCUMENT SHALL NOT BE FAXED. IT IS THE RESPONSIBILITY OF BIDDERS TO SUBMIT THIS DISCLOSURE FORM AND ANY ADDITIONAL SHEETS, BY THE SPECIFIED DISCLOSURE DEADLINE. SEE INSTRUCTIONS TO BIDDERS.

2.4 BIDDER'S RESPONSIBILITY INFORMATION FORM

FAILURE TO SUBMIT THIS FORM WITH BID PROPOSAL PACKET WILL RESULT IN A NON-RESPONSIVE BID

INSTRUCTIONS

1. The information provided in this form is part of The City of Sandy's inquiry concerning bidder responsibility. Please print clearly or type. If you need more space, use plain paper.

2. Answer all questions. Submission of a form with unanswered questions, incomplete or illegible answers may result in a determination that your bid is non-responsive.

3. Sign and submit the completed bidder responsibility form with your bid proposal.

Bidder Name: CCB #:

1. **EXPERIENCE:** List the number of years Bidder has been operating its business under its current license. If Bidder's business has been in continuous existence under a current active license and a previous license number, then identify the previous license number. List and briefly describe a minimum of 3 similar projects performed by Bidder in the past 5 years that best characterize Bidder's capabilities. This should include work where the Bidder has built a combined pump track and skatepark and previous projects that met the UCI pump track specifications. Include relevant data such as the type of work involved and project dates and total contract value. Please also include evidence of satisfactory performance record (meaning that to the extent the costs associated with and time available to perform a previous contract remained within the bidder's control, the bidder stayed within the time and budget allotted for the procurement and otherwise performed the contract in a satisfactory manner). Describe how Bidder meets this experience requirement (use separate sheet if additional space is needed):

2. **LAWSUITS/JUDGMENTS:** Within the past 5 years, has Bidder had any lawsuits filed against it involving contract disputes? For the purposes of this request, "lawsuits" include requests for arbitration and "judgments" includes arbitration awards. YES / NO If "YES" indicate dates and ultimate resolution of suit (with regard to judgments, include jurisdiction and date of final judgment or dismissal):

3. **BANKRUPTCY:** Within the past 36 months, has Bidder filed a bankruptcy action, filed for reorganization, made a general assignment of assets for the benefit of creditors, or had an action for insolvency instituted against it? YES / NO If "YES" supply filing dates, jurisdictions, type of action, ultimate resolution, and dates of judgment or dismissal, if applicable:

4. **LAWSUITS BY CREDITORS:** Within the past 24 months, has Bidder had any lawsuits filed against it by creditors? YES / NO If "YES" indicate dates and ultimate resolution of suit (with regard to judgments include jurisdiction and date of final judgment or dismissal):

5. **ABILITY TO PERFORM WITHIN TIME SPECIFIED:** List the project titles, original contract time and change order extensions for three specific projects in the past three (3) years. Bidder shall document that it achieved substantial completion of such three projects of similar size and scope within no more than 105% of the final contracted time for completion (including change ordered adjustments).

6. **PROJECTS EXCEEDING COMPLETION DATES:** In the past five (5) years, list the number of projects and the titles of those projects where Bidder has exceeded the contracted time for substantial completion or exceeded the contracted time for final completion.

7. **DEFECTIVE WORK.** In the past ten (10) years has your company been ordered to fix defective work on a project? YES / NO If "YES," identify the owner, the project and the resolution of the problem.

8. **DEBARMENT:** Has Bidder been debarred or disqualified by any public agency within the past two (2) years? YES / NO If "YES" identify the public agencies:

9. **NON-COMPLETION:** Has Bidder failed to complete a contract in the last five (5) years? YES / NO If "YES" identify the project(s):

10. **COMPLETION BY SURETY:** Has Bidder ever defaulted on a contract forcing a surety to suffer a loss? YES / NO If "YES" identify the project(s):

11. **SUSPENSION, DISMISSAL, DEFAULT:** Has Bidder been suspended, dismissed or declared in default on a project during the last five (5) years? YES / NO If "YES" identify the project(s) and the type of action taken against Bidder:

12. **BONDABILITY REQUIREMENT:** For the project described under this ITB, Bidder is able to and will obtain a payment bond and a performance bond issued by a surety that is authorized to transact surety business in the State of Oregon and that has an AMBest "A" or better rating. YES / NO If "YES" identify name of surety, contact name, address, phone number, & email address:

13. **LIENS AND SURETY CLAIMS:** Have there been any liens or surety claims against Bidder on any contracts which have been performed or are in the course of being performed? YES / NO If "YES" identify the project and explain the nature of the claims:

14. **REVOKED LICENSE:** Has Bidder’s company or any key person in the company, had a license revoked by the Oregon Construction Contractors Board? YES / NO If “YES” explain the underlying reason for the revocation of the license:

15. **CRIMINAL OFFENSE:** Has Bidder’s company or any owner of or management employee in the company been convicted of a crime involving fraud, material misrepresentation or any crime involving the awarding of a contract for a government construction project or the bidding or performance of a government contract? YES / NO

16. **DEMAND ON PERFORMANCE BOND:** In the last five years, has an owner ever made a demand on your performance bond? YES / NO

17. **TERMINATION OF BONDING/INSURANCE COVERAGE:** In the last five years, has a surety or insurance company terminated existing bonding and/or insurance coverage due to excessive claims history and/or nonpayment of premiums? YES / NO

18. **CITATIONS OR ENFORCEMENT ACTIONS.** Within the last five years, has the Bidder been cited or subject to any enforcement action for violation of any applicable law or regulations related to its performance of a prior construction contract? For the purposes of this section, "applicable law or regulations" includes without limitation, any building, zoning, environmental, site development, or Oregon Public Contracting Code regulations with which a prior project was required to comply, including non-discrimination regulations and prevailing wage requirements. YES / NO If “YES”, please state the date, nature, and final resolution of every such citation or enforcement action:

19. **BONDING.** What is the largest contract you have had bonded through the surety company named in Question #12 above? Please identify the project name, the nature of the project, the date of the project and the original contract price:

BIDDER REFERENCES FOR COMPARABLE PROJECTS IN SIZE AND SCOPE

Bidder shall provide a list of ~~five~~ **Three** different project references with their Bid that can be contacted regarding the quality of workmanship and service that the Bidder provided on projects of comparable size and scope within the past 5 years. Bidder must provide all information requested below and may use either the form provided in this section or their own form. The City of Sandy reserves the right to contact other persons, agencies or owners not listed below as part of determining whether Bidder is responsible.

Project Reference #1
Name and Dates of Project:
Project Location:
Project Description:

Contact Person #1 Name:

Contact Person #1 Firm Name:

Contact Person #1 Phone:

Fax:

Contact Person #2 Name:

Contact Person #2 Firm Name:

Contact Person #2 Phone:

Fax:

Project Reference #2
Name and Dates of Project:
Project Location:
Project Description:
Contact Person #1 Name:
Contact Person #1 Firm Name:
Contact Person #1 Phone:
Fax:

Contact Person #2 Name:	
Contact Person #2 Firm Name:	
Contact Person #2 Phone:	Fax:
Project Reference #3	
Name and Dates of Project:	
Project Location:	
Project Description:	
Contact Person #1 Name:	

Contact Person #1 Firm Name:	
Contact Person #1 Phone:	Fax:
Contact Person #2 Name:	
Contact Person #2 Firm Name:	

2.5 FORM OF AGREEMENT AND LIQUIDATED DAMAGES

1.01. FORM OF AGREEMENT

- A. The Contract between the Owner and the selected contractor for the Work of this project will be executed as described in Division 00, Attachment A. This is the City of Sandy’s required “Form of Agreement”.
- B. A copy of the Contract is attached as Attachment A to Division 00.
- C. Do not sign or complete this Contract.

1.02. LIQUIDATED DAMAGES

- A. The Contract between the Owner and the selected contractor for the Work of this project shall contain liquidated damages in the amount of \$500.00 per calendar day for every day after the completion time limit that the project is not Substantially Complete.

2.6 FORM OF PERFORMANCE BOND

Bond No. _____ Bond Value: \$ _____ Invitation to Bid No. _____

Table with 3 columns: Principal, Surety, and Oblige. The Oblige column contains 'The City of Sandy'. Each column has fields for Address and Phone.

Agreement: Principal has entered into a contract ("Contract") with Oblige for the following Project: _____

We, _____ as Principal, and the above identified Surety, authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto the Oblige the sum of (Total Penal Sum of Bond) \$ _____.

and

WHEREAS, the Principal has entered into a contract with the Oblige, the plans, specifications, terms and conditions of which are contained in the above-referenced Solicitation;

WHEREAS, the terms and conditions of the contract, together with applicable plans, standard specifications, special provisions, schedule of performance, and schedule of contract prices, are made a part of this Performance Bond by reference, whether or not attached to the contract (all hereafter called "Contract"); and

WHEREAS, the Principal has agreed to perform the Contract in accordance with the terms, conditions, requirements, plans and specifications, and all authorized modifications of the Contract which increase the amount of the work, the amount of the Contract, or constitute an authorized extension of the time for performance, notice of any such modifications hereby being waived by the Surety:

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal complies with the terms, conditions and provisions of the Contract, in all respects, and within the time prescribed therein, or as may be extended pursuant to the terms of the Contract, with or without notice to the Surety, and shall in all respects perform the Contract according to law, then this obligation is to be void; otherwise, it shall remain in full force and effect. Whenever the Principal is in default under the Contract and is declared by the Oblige to be in default, the Surety must remedy the default, assume and complete the Contract in accordance with its terms and conditions, or obtain another to complete the Contract (and thereafter the Surety or that other person shall be subrogated to all the rights of the Principal under the Contract).

This bond is given and received under authority of ORS Chapter 279C, the provisions of which hereby are incorporated into this bond and made a part hereof. For the purposes of this bond, a claimant is any person who has a right of action against the bond under ORS 279C.600. A claimant's right of action on this bond and limitations on the institution of an action shall be governed by ORS 279C.380.

Nonpayment of the bond premium will not invalidate this bond nor shall the Oblige be responsible for the payment of any premiums.

IN WITNESS WHEREOF, WE HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED AND SEALED BY OUR DULY AUTHORIZED LEGAL REPRESENTATIVES.

Dated this _____ day of _____ 20 _____

PRINCIPAL: _____

By: _____
Signature

Official Capacity

Attest: _____
Corporation Secretary

SURETY: _____

BY ATTORNEY-IN-FACT:
[Power-of-Attorney must accompany each surety bond]

Name

Signature

Address

City State Zip

Phone Fax

2.7 FORM OF LABOR AND MATERIAL PAYMENT BOND

Bond No. _____ Bond Value: \$ _____ Invitation to Bid No. _____

Principal: _____	Surety: _____	Obligee: The City of Sandy _____
Address: _____	Address: _____	Address _____
Phone: _____	Phone: _____	Phone _____

Agreement: Principal has entered into a contract ("Contract") with Obligee for the following Project: _____

We, _____ as Principal, and the above identified Surety, authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto the Obligee the sum of (Total Penal Sum of Bond) \$ _____.

and

WHEREAS, the Principal has entered into a contract with the Obligee, the plans, specifications, terms and conditions of which are contained in above-referenced Solicitation;

WHEREAS, the terms and conditions of the contract, together with applicable plans, standard specifications, special provisions, schedule of performance, and schedule of contract prices, are made a part of this Payment Bond by reference, whether or not attached to the contract (all hereafter called "Contract"); and

WHEREAS, the Principal has agreed to perform the Contract in accordance with the terms, conditions, requirements, plans and specifications, and schedule of contract prices which are set forth in the Contract and any attachments, and all authorized modifications of the Contract which increase the amount of the work, or the cost of the Contract, or constitute authorized extensions of time for performance of the Contract, notice of any such modifications hereby being waived by the Surety:

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things by it undertaken to be performed under said Contract and any duly authorized modifications that are made, upon the terms set forth therein, and within the time prescribed therein, or as extended therein as provided in the Contract, with or without notice to the Sureties, and shall indemnify and save harmless the Obligee, its officers, employees and agents, against any claim for direct or indirect damages of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the Contract by the Contractor or its subcontractors, and shall promptly pay all persons supplying labor, materials or both to the Principal or its subcontractors for prosecution of the work provided in the Contract; and shall promptly pay all contributions due the State Industrial Accident Fund and the State Unemployment Compensation Fund from the Principal or its subcontractors in connection with the performance of the Contract; and shall pay over to the Oregon Department of Revenue all sums required to be deducted and retained from the wages of employees of the Principal and its subcontractors pursuant to ORS 316.167, and shall permit no lien nor claim to be filed or prosecuted against the Obligee on account of any labor or materials furnished; and shall do all things required of the Principal by the laws of the State of Oregon, then this obligation shall be void; otherwise, it shall remain in full force and effect.

Nonpayment of the bond premium will not invalidate this bond nor shall the Obligee be obligated for the payment of any premiums.

This bond is given and received under authority of ORS Chapter 279C, the provisions of which hereby are incorporated into this bond and made a part hereof. For the purposes of this bond, a claimant is any person who has a right of action against the bond under ORS 279C.600. A claimant's right of action on this bond and limitations on the institution of an action shall be governed by ORS 279C.380.

IN WITNESS WHEREOF, WE HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED AND SEALED BY OUR DULY AUTHORIZED LEGAL REPRESENTATIVES:

Dated this _____ day of _____ 20 _____

<p>PRINCIPAL:</p> <p>By: _____</p> <p style="text-align: center;">Signature</p> <p style="text-align: center;">Official Capacity</p> <p>Attest: _____</p> <p style="text-align: center;">Corporation Secretary</p>	<p>SURETY:</p> <p>BY ATTORNEY-IN-FACT:</p> <p><i>[Power-of-Attorney must accompany each surety bond]</i></p> <p>_____</p> <p style="text-align: center;">Name</p> <p>_____</p> <p style="text-align: center;">Signature</p> <p>_____</p> <p style="text-align: center;">Address</p> <p>_____</p> <p style="text-align: center;">City State Zip</p> <p>_____</p> <p style="text-align: center;">Phone Fax</p>
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2.8 FORM OF WARRANTY BOND

BOND NO. _____

PREMIUM NO. _____

PROJECT NO. _____ PROJECT NAME: _____

WHEREAS, The City of Sandy (hereafter "Owner") and _____ (hereafter "Contractor") have entered into a contract ("Contract") dated _____, 20____, whereby Contractor agreed to install and complete certain designated public improvements and which Contract is hereby referred to and made a part hereof; and

WHEREAS, Contractor is required under the terms of the Contract to furnish warranty security for the work performed pursuant to the Contract in the amount of ten percent (10%) of the original amount of the contract to guarantee replacement and repair of the improvements as described in the Contract for a period of two (2) years following the issuance of the Notice of Substantial Completion.

NOW, THEREFORE, we, Contractor, and _____ ("Surety"), are held and firmly bound unto Owner in the penal sum of _____ (\$_____) lawful money of the United States, for the payment of which we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally.

The condition of this obligation is such that if Contractor shall defend, indemnify, and hold harmless Owner for all loss that Owner may sustain by reason of any defective materials or workmanship which become apparent during the period of two (2) years from and after acceptance of the improvements by The City of Sandy, then this obligation shall be null and void; otherwise, this obligation shall remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified, costs and reasonable expenses and fees shall be included, including reasonable attorneys' fees incurred by Owner in successfully enforcing the obligation, all to be taxed as costs and included in any judgment rendered.

Surety shall provide Owner with thirty (30) days' written notice of Contractor's default prior to Surety terminating, suspending or revoking the bond.

In witness whereof, this instrument has been duly executed by Contractor and Surety on _____, 20__.

Contractor

Surety

By _____

Attorney-in-Fact

State of OREGON
County of _____

Address _____

Signed or attested before me on _____, 20__ by _____

Notary Public – State of Oregon

ATTACHMENT A FORM OF CONTRACT



PUBLIC IMPROVEMENT CONTRACT

between

CITY OF SANDY, OREGON

and

Enter contractor legal name

Contract No. Enter contract number

THIS PUBLIC IMPROVEMENT CONTRACT ("Contract") is made by and between the City of Sandy, a municipal corporation of the State of Oregon ("City"), and Enter contractor legal name ("Contractor") to provide construction services on the following Enter project name ("Project"), briefly described below:

Enter services description

The parties agree as follows:

1. WORK.

Contractor shall execute fully the Work described by the Contract Documents, unless specifically indicated in the Contract Documents to be the responsibility of others. "Work" means the construction and any related services required by or reasonably inferable from the Contract Documents, whether completed or partially completed, including (except as otherwise expressly stated in this Contract) all other labor, materials, equipment, tools, permits, fees, licenses, facilities, taxes, transportation, supervision, temporary constructions of every nature, and all other services, management, and facilities of every nature whatsoever necessary to fulfill Contractor's duties by executing and completing this Contract within the Contract Time. The Work may constitute the whole or a part of the Project.

2. EFFECTIVE DATE AND TERMINATION DATE.

The effective date of this Contract shall be the Contract Start Date identified in section 2.a. or the date on which each Party has signed this Contract, whichever is later. Unless earlier terminated as provided below, the termination date shall be the Contract End Date, subject to extension as provided in the Contract Documents.

Offer and Contract Dates

2.1. Contract Start Date: Click here to enter a date

"Work" Time Dates

2.2. Anticipated Notice to Proceed Date: Click to enter a date

2.3. Anticipated Substantial Completion Date: Click to enter a date

2.4. Anticipated Final Completion Date: Click to enter a date

2.5. Contract End Date: Click here to enter a date

2.6. "Work" Time in Calendar Days: Enter number of days

PLEASE NOTE: Contractor shall not commence Work under this Contract until the Notice to Proceed has been issued.

3. ENUMERATION OF CONTRACT DOCUMENTS.

The "Contract Documents" include the following:

- This Contract with these Terms and Conditions.
- EXHIBIT A: City's General Conditions to the Contract - included in this form
- EXHIBIT B: Insurance Requirements - included in this form
- EXHIBIT C: BOLI Prevailing Wage Rates: Indicate BOLI Prevailing Wage Rates version xx incorporated by reference
- EXHIBIT D: Enter contractor proposal
- EXHIBIT E: Invitation to Bid Documents
- EXHIBIT F: Drawings
- EXHIBIT G: Addenda
- EXHIBIT H: Form of Warranty Bond
- EXHIBIT I: Additional Documents: List any additional documents which are a part of this contract or remove this Exhibit Reference

4. CONTRACT; CONTRACT DOCUMENTS; ENTIRE AGREEMENT.

This Contract and the other Contract Documents forms the entire and integrated agreement between the parties. Unless the context requires otherwise, any reference to the "Contract" includes the Contract Documents.

5. THE CONTRACT TIME.

Contractor shall achieve Substantial Completion of the Work under this Contract within consecutive calendar days ("Contract Time") from the date specified in City's Notice to Proceed, subject to adjustments of this Contract Time as provided in the Contract Documents.

6. THE CONTRACT TOTAL.

- 6.1. The Contract Total is \$ Enter total maximum contract value including reimbursable expenses. The Contract Total is the total amount payable by the City to Contractor for the completion of the Work in its entirety under the Contract Documents.
- 6.2. The following bid alternates are included in the Contract Total: List or refer to Exhibit
- 6.3. Unit prices if any: List or refer to Exhibit
- 6.4. Allowances included in the Contract Total, if any: List or refer to Exhibit
- 6.5. Notwithstanding any other provision of this Contract or the Contract Documents, the Contract Total includes all construction contingencies for existing site conditions other than for pre-existing Hazardous Materials. Contractor is thoroughly acquainted with and has inspected the Project site without restriction, understands the potential risks in this construction Work, and accepts the full risk of construction contingencies to complete the Work within the Contract Time and Contract Total set out in this Agreement.

7. PROGRESS PAYMENTS.

- 7.1. The Contractor will submit an application for payment to the City Representative as provided in the General Conditions. The City Representative may require the Contractor to simultaneously submit an application for payment to the Design Professional working on the Project.
- 7.2. Each application for payment shall be for one calendar month ending on the last day of the month.

- 7.3. Payments are due and payable 30 days following receipt of the Contractor's complete Application for Payment or 15 days from the date after payment is approved by the City Representative, whichever is earlier. Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate set forth in ORS 279C.570(2).
- 7.4. The amount of each progress payment shall be determined as provided in the General Conditions, less retainage of 5% pursuant to ORS 279C.550 to 279C.565, ORS 701.420 and 701.430, and less liquidated damages, if any.
- 7.5. Unless otherwise specified in the Contract Documents, Contractor elects to have the City deposit the retainage as accumulated in an interest-bearing account in a bank, savings bank, trust company, or savings association as outlined in ORS 279C.560(5), OAR 125-249-0820(3), and OAR 137-049-0820(3), from which earnings on such account shall accrue to the Contractor.

8. INDEPENDENT CONTRACTOR STATUS.

By its signature on this contract, Contractor certifies that the service or services to be performed under this Contract are those of an independent contractor as defined in ORS 670.600, and that Contractor is solely responsible for the work performed under this Contract. Contractor represents and warrants that Contractor, its subcontractors, employees, and agents are not "officers, agents, or employees" of the City within the meaning of the Oregon Tort Claims Act (ORS 30.260 through 30.300). Contractor shall be responsible for all federal, state, and local taxes and any and all fees applicable to payments for services under this Contract.

9. REQUEST FOR TAXPAYER IDENTIFICATION NUMBER.

Contractor must be a current vendor with the City or must submit a completed "Request for Taxpayer Identification Number and Certification" (Form W-9) with this signed Contract. Payment information will be reported to the Internal Revenue Service under the name and TIN or SSN provided by Contractor. Contractor shall be responsible for all federal, state, and local taxes and any fees applicable to payments for Work under this Contract.

10. COMPLIANCE WITH APPLICABLE LAW.

Contractor shall comply with all federal, state, and local laws applicable to the Work under this Contract, and all regulations and administrative rules established pursuant to those laws, including without limitation, the following requirements of the Oregon Public Contract Code:

- 10.1. ORS 279A.110 (Non-discrimination Certification): Contractor shall certify that Contractor has not discriminated and will not discriminate against a Subcontractor in the awarding of a subcontract because the Subcontractor is a minority, women, or emerging small business enterprise (certified under ORS 200.055.), or a business that is owned or controlled by, or employs a disabled veteran (as defined in ORS 408.225).
- 10.2. ORS 279C.380 (Performance and Payment Bonds): Unless exempted by the City in writing pursuant to the City's local public contracting rules, prior to starting work under this Contract, Contractor or its Subcontractor shall execute and deliver to City a good and sufficient performance bond, in a form acceptable to City, in a sum equal to 100% of the construction portion of the Contract Price, and Contractor or its Subcontractor shall execute and deliver to City a good and sufficient payment bond, in a form acceptable to City, in a sum equal to 100% of the construction portion of the Contract Price, solely for the protection of claimants under ORS 279C.600.
- 10.3. ORS 279C.505 (Prompt Pay Requirement, Liens, Taxes, and Drug Testing): Contractor shall make payment promptly, as due, to all persons supplying to such Contractor labor or material for the performance of the Work provided for in such Contract; pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the Contract; not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished; and pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. Contractor shall further demonstrate that an employee drug testing program is in place.

- 10.4. ORS 279C.510 (Recycling/Composting): If this Contract includes demolition work, the Contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective. If this Contract includes lawn or landscape maintenance, the Contractor shall compost or mulch yard waste material at an approved site, if feasible and cost-effective.
- 10.5. ORS 279C.515 (Failure to Pay Promptly): If 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 this Contract as such Claim becomes due, the City 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 this Contract. The payment of a Claim in the manner authorized in this section shall not relieve the Contractor or the Contractor's surety from any obligation with respect to any unpaid Claims. Unless the payment is subject to a good-faith dispute as defined in ORS 279C.580, if Contractor or any first-tier Subcontractor fails to pay any Claim for materials or labor furnished under this Contract within 30 days after being paid by City, interest shall be due on such claim as specified in ORS 279C.515(2) at the end of the 10-day period that payment is due under ORS 279C.580(4). A person with any such unpaid Claim may file a complaint with the Construction Contractor's Board unless the complaint is subject to a good-faith dispute as defined in ORS 279C.580.
- 10.6. ORS 279C.520 and 279C.540 (Hours of Labor, Holidays, and Overtime): Except as otherwise provided in an applicable collective bargaining agreement with a labor organization, Contractor shall not employ and shall require that its Subcontractors not employ any person to perform construction work for more than ten 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, except in cases of Contracts for personal services as defined in ORS 279A.055, the laborer shall be paid at least time and a half pay:
- 10.6.1. For all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; and
- 10.6.2. For all overtime in excess of ten hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
- 10.6.3. For work performed on Saturday and on any legal holiday specified in any applicable collective bargaining agreement or ORS 279C.540(1)(b).
- 10.6.4. The requirement to pay at least time and a half for all overtime worked in excess of 40 hours in any one week shall not apply to individuals who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. Section 201 to 209 from receiving overtime. Contractor shall and shall require its Subcontractors to give notice in writing to their employees who work under this Contract, either at the time of hire or before commencement of Work on the Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.
- 10.7. ORS 279C.525 (Notice of Environmental Regulations): State law requires that solicitation documents for a public improvement contract make specific reference to federal, state, and local agencies that have enacted ordinances, rules, or regulations dealing with the prevention of environmental pollution or the preservation of natural resources that may affect the performance of this Contract. These agencies include, but are not limited to:
- 10.7.1. Federal Agencies: Department of Agriculture, Forest Service, Soil and Water Conservation Service, Coast Guard, Department of Defense, Army Corps of Engineers, Department of Emergency, Federal Energy Regulatory Commission, Environmental Protection Agency, Department of Health and Human Services, Department of Housing and Urban Development, Solar Energy and Energy Conservation Bank, Department of Interior, Bureau of Land Management, Bureau of Indian Affairs, Bureau of Mines, Bureau of Reclamation, Geological Survey, Minerals Management Service, U.S. Fish and Wildlife Service, Department of Labor, Mine Safety and Health Administration, Occupational Safety and Health Administration, Department of Transportation, Federal Highway Administration, and Water Resources Council.

- 10.7.2. State Agencies: Department of Administrative Services, Department of Agriculture, Soil and Water Conservation Commission, Columbia River Gorge Commission, Department of Energy, Department of Environmental Quality, Department of Fish and Wildlife, Department of Forestry, Department of Geology and Mineral Industries, Department of Human Resources, Department of Consumer and Business Services, Land Conservation and Development Commission, Department of Parks and Recreation, Division of State Lands, and Department of Water Resources.
- 10.7.3. Local Agencies: City councils, county courts, county boards of commissioners, metropolitan service district councils, design commissions, historic preservation commissions, planning commissions, development review commissions, special district boards of directors, and other and special governmental agencies such as Tri-Met, urban renewal agencies, and Port districts.
- 10.7.4. Tribal Governments.
- 10.8. ORS 279C.530 (Payment for Medical Care and Workers' Compensation): Contractor shall promptly, as due, make payments 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. All employers, including the Contractor, that employ subject workers who work under this Contract in the State of Oregon shall comply with ORS 656.017 and provide the required workers' compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its Subcontractors complies with these requirements.
- 10.9. ORS 279C.545 (Time Limitations on Claims for Overtime): Construction workers employed by the Contractor or its Subcontractor shall be foreclosed from the right to collect for any overtime under this Contract unless a claim for payment is filed with the Contractor or Subcontractor within 90 days from the completion of the Contract, providing the Contractor or Subcontractor has:
- 10.9.1. Caused a circular clearly printed in blackface pica type and containing a copy of this section to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place which is readily available and freely visible to any or all workers employed on the Work; and
- 10.9.2. Maintained such circular continuously posted from the inception to the completion of the Contract on which workers are or have been employed.
- 10.10. ORS 279C.580(3) (Prompt Payment of First-Tier Subcontractors): Contractor shall include in each subcontract for property or services with a first-tier Subcontractor a clause that obligates the Contractor to pay the first-tier Subcontractor for satisfactory performance under its subcontract within ten days out of such amounts as are paid to the Contractor by the City. Contractor shall also include in each subcontract a clause that states that if the Contractor fails to pay any claim for materials or labor furnished under this Contract within 30 days after being paid by City, interest shall be due on such claim as specified in ORS 279C.515(2) at the end of the ten-day period that payment is due under ORS 279C.580(3). Contractor shall require each first-tier Subcontractor to include a payment clause and interest clause conforming to the requirements of ORS 279C.580 in each of its subcontracts, and to require each of its Subcontractors to include a similar clause in each contract with a lower-tiered subcontractor or supplier.
- 10.11. ORS 279C.605 (Notice of Claim on Bond): Any person claiming a right of action under ORS 279C.600 must file a notice of claim as provided in ORS 279C.605.
- 10.12. ORS 279C.800 to 279C.870 (Payment of Prevailing Wage Required):

- 10.12.1. The hourly rate of wage to be paid by Contractor or any Subcontractor to workers in each trade or occupation required for the public works employed in the performance of this Contract shall not be less than the specified minimum rate of wage in accordance with ORS 279C.838 and ORS 279C.840 for each trade or occupation as defined by the Commissioner of the Oregon Bureau of Labor and Industries in the applicable publication entitled Definitions of Covered Occupations for Public Works Contracts in Oregon available at http://www.boli.state.or.us/BOLI/WHD/PWR/pwr_state.shtml.
 - 10.12.2. This contract is subject to the prevailing wage rates published as specified in the City's Invitation to Bid document included in this contract as Exhibit C.
 - 10.12.3. Contractor and all Subcontractors shall keep the prevailing wage rates for this Project posted in a conspicuous and accessible place in or about the Project.
 - 10.12.4. The City shall pay a fee to the Commissioner of the Oregon Bureau of Labor and Industries as provided in ORS 279C.825. The fee shall be paid to the Commissioner under the administrative rule of the Commissioner.
 - 10.12.5. If Contractor or any Subcontractor also provides for or contributes to a health and welfare plan or a pension plan, or both, for its employees on the Project, it shall post notice describing such plans in a conspicuous and accessible place in or about the Project. The notice shall contain information on how and where to make claims and where to obtain future information.
- 10.13. ORS 279C.836 (Public Works Bond Required): Contractor shall:
- 10.13.1. File a public works bond with the Construction Contractors Board pursuant to ORS 279C.836 before starting work on the Project, unless exempt under ORS 279C.836(2), (7) or (8); and
 - 10.13.2. Include in every subcontract a provision requiring the Subcontractor to file a public works bond with the Construction Contractors Board pursuant to ORS 279C.836 before starting work on the Project, unless exempt under ORS 279C.836(2), (7) or (8).
- 10.14. ORS 279C.845 (Prevailing Wage Certification; Additional Retainage):
- 10.14.1. Contractor and every Subcontractor shall file certified statements with City in writing in the form prescribed by the Commissioner of the Bureau of Labor and Industries, certifying the hourly rate of wage paid each worker whom Contractor or Subcontractor has employed upon such public work, and further certifying that no worker employed upon such public work has been paid less than the prevailing rate of wage or less than the minimum hourly rate of wage specified in the Contract, which certificate and statement shall be verified by the oath of Contractor or Contractor's surety or Subcontractor or Subcontractor's surety that Contractor and any Subcontractor has read such statement and certificate and knows the contents thereof, and that the same is true to Contractor or Subcontractor's knowledge. The certified statements shall set out accurately and completely the payroll records for the prior week including the name and address of each worker, the worker's correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid.

10.14.2. The certified statement shall be delivered or mailed by Contractor or Subcontractor to City. Certified statements for each week during which the Contractor or Subcontractor employs a worker upon the public work shall be submitted once a month, by the fifth business day of the following month. Information submitted on certified statements may be used only to ensure compliance with the provisions of ORS 279C.800 to 279C.870. Notwithstanding any other provision of this Contract and in addition to any other retainage required under this Contract, the City shall retain 25% of any amount earned by the Contractor until the Contractor has filed the certified statements with the City as required by this Section. The City will pay the retainage required under this Section within 14 days after Contractor files the certified statements required by this Section.

10.14.3. Contractor and each Subcontractor shall preserve the certified statements for a period of three years from the date of completion of the Contract.

10.15. ORS 671.560, 701.026 (Landscape/Construction Contractors License Required): If Contractor is performing work as a landscape contractor as defined in ORS 671.520(2), Contractor must have a current, valid landscape contractor's license issued under ORS 671.560. If Contractor is performing work as a Contractor as defined in ORS 701.005(2), Contractor must have a current, valid construction contractor's license issued under ORS 701.026. Contractor shall further certify that all Subcontractors performing Work described in ORS 701.005(2) are registered with the Construction Contractors Board or licensed by the State Landscaping Contractor's Board as required by the above-noted statutes before they commence Work under this Contract. Contractor shall maintain in effect all licenses, permits, and certifications required for the performance of the Work. Contractor shall notify City immediately if any license, permit, or certification required for performance of this Contract shall cease to be in effect for any reason.

10.16. SB 675 (Oregon Tax Law Compliance): Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Contractor (to the best of Contractor's knowledge, after due inquiry), for a period of no fewer than six calendar years preceding the date of this Contract, faithfully has complied with:

10.16.1. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;

10.16.2. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor;

10.17. ORS 279B.230(2) (Oregon Workers' Compensation Law): Contractor and its subcontractors, if any, are subject to Oregon Workers' Compensation Law, which requires all employers that employ subject workers who work under this Contract in the State of Oregon to comply with ORS 656.017 and provide the required workers' compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors, if any, complies with these requirements (ORS 279B.230(2)).

11. NOTICE.

Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery or mailing with postage prepaid to Contractor or City at the address set forth below. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

For the City of Sandy

Contract Administrator Name, Title: Enter contract administrator's name and title

Address, City, State and ZIP Code: Enter address

Telephone: Enter telephone number

Email: Enter email address

For the Contractor

Contract Administrator Name, Title: Enter contract administrator's name and title

Address, City, State and ZIP Code: Enter address

Telephone: Enter telephone number

Email: Enter email address

12. CONTRACTOR INFORMATION AND CERTIFICATION.

Contractor shall provide Contractor's Social Security number or Contractor's federal tax ID number and the additional information set forth below. This information is requested pursuant to ORS 305.385 and OAR 125-246-0330. Social Security numbers provided pursuant to this paragraph will be used for the administration of state, federal and local tax laws.

Legal Name: Enter Business Legal name, including DBA, if appropriate

Address, City, State and ZIP Code: Enter Contractor Address and mailing address (if different); if both addresses are the same as in 35, you may enter "see item 35"

Citizenship, if applicable: Non-resident alien? Yes No

Business Designation (check one):

 Professional Corporation Partnership Limited Partnership Limited Liability Company Limited Liability Partnership Sole Proprietorship Other

Federal Tax ID#: Enter Federal Tax ID number or SSN: Enter SSN if no Federal Tax ID

Oregon CCB License Number: Enter Oregon CCB license number

City may report the information set forth above in conjunction with any reports it makes to the Internal Revenue Service (IRS) under the name and Social Security number or taxpayer identification number provided.

The individual signing on behalf of Contractor hereby certifies and swears under penalty of perjury that: (a) the number shown on this form is Contractor's correct taxpayer identification; (b) Contractor is not subject to backup withholding because (i) Contractor is exempt from backup withholding, (ii) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that Contractor is no longer subject to backup withholding; (c) s/he is authorized to act on behalf of Contractor, s/he has authority and knowledge regarding Contractor's payment of taxes, and to the best of her/his knowledge, (d) Contractor is not in violation of any Oregon tax laws named in ORS 305.380(4). Contractor is an independent contractor as defined in ORS 670.600; and (e) the supplied Contractor data is true and accurate.

Contractor has the power and authority to enter into and perform this Contract. The persons executing this Contract on behalf of Contractor have the actual authority to bind Contractor to the terms of this Contract.

FOR THE CITY OF SANDY:

FOR **Enter Contractor Name:**

Signature

Signature

Name (Printed)

Name (Printed)

Title

Title

Date

Date

EXHIBIT A

PUBLIC IMPROVEMENT CONTRACT

GENERAL CONDITIONS

1. GENERAL PROVISIONS.

- 1.1. Architect. The "Architect" is [City to include architect name.]
- 1.2. Contract Documents. The "Contract Documents" are enumerated in Item 3 of the Contract.
- 1.3. Contract Schedule. The "Contract Schedule" is the graphical representation of the practical plan for carrying out the Work and completing the Work within the Contract Time as set forth in the Contract Documents. The Contract Schedule provides a list of intended events and times to complete each event as set forth in the Contract Documents.
- 1.4. Drawings. The "Drawings" are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.
- 1.5. Knowledge. The terms "knowledge," "recognize" and "discover" their respective derivatives and similar terms in the Contract Documents, when used in reference to the Contractor, means that which the Contractor knows or should know, recognizes or should recognize and discovers or should discover. Analogously, the expression "reasonably inferable" and similar terms in the Contract Documents means reasonably inferable by a contractor familiar with the Project and exercising the care, skill and diligence required of the Contractor by the Contract Documents.
- 1.6. Modification. A "Modification" is
 - 1.6.1.a written amendment to this Contract signed by both parties;
 - 1.6.2.a Change Order;
 - 1.6.3.a Construction Change Directive; or
 - 1.6.4.a written order for a minor change in the Work issued by the Architect.
- 1.7. Organization of Drawings and Specifications. "Organization of Drawings and Specifications" into divisions, sections, articles, or otherwise arranged will not control Contractor in dividing the Work among subcontractors or in establishing the extent of Work to be performed by any trade subcontractor.
- 1.8. Project. The "Project" is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by City and by separate Contractors.
- 1.9. Project Site. The "Project Site" is the property upon which the Project lies and City's property that surrounds the Project, extending to the City's property boundary.
- 1.10. Specifications. The "Specifications" are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards, and workmanship for the Work and performance of related services.

2. CITY'S RESPONSIBILITIES.

- 2.1. Authorized Representative. City shall designate a person in writing to be the authorized representative with express authority, to the extent permitted by law, to bind and communicate on behalf of City with respect to all matters requiring City's approval or authorization ("City Representative"). The term "City" includes City Representative.

- 2.2. Contract Administration. City shall provide contract administrative services for the Project through City's authorized representative. The City Representative may engage and delegate authority to such additional staff and professional and technical consultants as City deems necessary to assist in perform its administrative tasks. Contractor shall direct all Project communications to City and in accordance with the Contract Documents, or as City directs in writing.
- 2.2.1. City may engage professional architects or engineers to assist City during construction of the Project to interpret technical contract provisions and to determine the amount, quality, acceptability, and fitness of the Work. Such architects or engineers will be authorized to act on behalf of City only to the extent expressly provided in the Contract Documents or as City otherwise directs in writing.
- 2.2.2. City may engage a consulting construction manager to provide Project administrative services on City's behalf. Such construction manager will be authorized to act on behalf of City to the extent expressly provided in the Contract Documents or as City otherwise directs in writing.
- 2.2.3. City may retain certain project inspectors to monitor compliance with Drawings and Specifications for the Project, as well as applicable codes and ordinances. Such project inspectors will be authorized to act on behalf of City to the extent expressly provided in the Contract Documents or as City otherwise directs in writing.
- 2.3. Access to the Work. City and its designated representatives shall have free access to the Work at all times. Contractor shall not carry on Work except with the knowledge of City and its designated representatives. City may require special inspection or testing of any portion of the Work, whether it has been fabricated, installed, or fully completed. Inspection or observation of Work shall not relieve Contractor from any obligation to fulfill the Contract.
- 2.4. Right to Stop or Reject Work. City may reject Work that fails to conform to the Contract Documents, as determined by City. If Contractor fails to promptly correct such defective Work, City may issue a written order directing Contractor to stop the Work, or designated portion thereof, until the cause for such order is eliminated. The right of City to stop the Work shall not give rise to a duty on the part of City, or any of its representatives, to discover nonconforming Work or to exercise the right to stop the Work for the benefit of Contractor or any other person or entity.
- 2.5. Permits and Access. Except for permits and fees that are Contractor's responsibility under the Contract Documents, City shall secure and pay for all other necessary approvals, easements, assessments and charges required to complete the Work..
- 2.6. Subsurface Surveys. City shall make available to Contractor, and Contractor shall study, the results of such test borings and information that City has concerning subsurface conditions and site geology. Contractor shall inform City of any other site investigation, analysis, study, or test conducted by or for Contractor or its agents and shall make the results available to City upon City's request.
- 2.7. City's Rights. The rights stated in this section and elsewhere in the Contract Documents are cumulative and do not limit any rights City may have under the Contract Documents, at law or in equity. Without limiting the generality of the foregoing sentence, any right City has under the Contract Documents to compel Contractor to fix defective Work, up to and including any warranty period the Contract Documents may establish, does not operate to shorten or otherwise limit statutes of limitations applicable to the Work.

3. CONTRACTOR'S RESPONSIBILITIES.

3.1. General Responsibilities.

- 3.1.1. Authorized Representative. Contractor shall designate a person in writing to be the authorized representative with express authority to bind and communicate on behalf of Contractor with respect to all matters requiring Contractor's approval or authorization ("Contractor Representative"). The term "Contractor" means the Contractor or the Contractor Representative.

- 3.1.2. Materials, Equipment, and Services. The Contractor will provide all labor, materials, equipment, and services necessary to complete the Work, all of which will be provided in full accord with the Contract Documents.
- 3.1.3. Supervision and Coordination. Unless otherwise expressly provided in the Contract Documents, the Contractor will be solely responsible for the supervision and coordination of the Work, including the construction means, methods, techniques, sequences, and procedures utilized.
- 3.1.4. Project Correspondence. Contractor shall provide City with a copy of all written communications between Contractor and City's consultants at the same time as that communication is made to such consultants, including, without limitation, all requests for information, correspondence, submittals, notices, and change order proposals. Contractor shall confirm oral communications in writing.
- 3.1.5. Project Boundary. Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.
- 3.1.6. Taxes. Contractor shall pay all applicable taxes for the Work provided by Contractor that are legally applicable at the time the bid is submitted, whether or not yet effective or merely scheduled to go into effect.
- 3.1.7. Permits, Fees and Notices. Except as otherwise provided in the Contract Documents, Contractor shall secure and pay for all permits, licenses, and certificates that are the Contractor's responsibility under the Contract Documents and that are necessary for prosecution of Work before the date of the commencement of the Work or before the permits, licenses, and certificates are legally required to continue the Work without interruption. Contractor shall obtain and pay, when legally required, for all licenses, permits, inspections, and inspection certificates required by any authority having jurisdiction over any part of the Work included in the Contract. Contractor shall deliver all final permits, licenses, and certificates to City before demand is made for final payment.
- 3.2. Worksite Conditions.
- 3.2.1. Benchmarks and Monuments. Contractor shall protect and preserve established benchmarks and monuments and shall not change locations of benchmarks and monuments without City's prior written approval. Contractor shall replace any benchmarks or monuments that are lost or destroyed subsequent to proper notification of City and with City's approval.
- 3.2.2. Field Verification. Prior to the commencement of the Work, Contractor shall review the Project Site with City in detail and identify the area of the Work, staging areas, connections or interfacing with existing structures and operations, and restrictions on the Work site area. Contractor shall ensure that all forces on the Project Site are instructed about the acceptable working and staging areas and restrictions on use of the site. Contractor, with advance consent of City, shall erect such barriers and devices as are necessary to restrict access within the Work site to authorized areas and to prevent unauthorized access to non-Work areas.
- 3.2.3. Utility Locates. Contractor will be responsible to locate existing utilities and underground facilities that are indicated in the Contract Documents or that are known or reasonably should be known to exist in proximity to the Work. Contractor shall provide timely notice and locate requests with any affected utility or through contact with appropriate notification centers before commencing excavation or demolition Work that Contractor knows or reasonably should know is in proximity to such utilities or facilities. Contractor assumes the sole risk and will be responsible for all delay and expense arising out of Contractor's failure to do so. Contractor acknowledges that utility companies and other third parties owning or managing facilities that may need to be relocated are not City's agents and do not act for the City.
- 3.3. Responsibility for Performance.

- 3.3.1. Before beginning the Work, Contractor shall examine and compare the drawings and specifications with information furnished by City that are Contract Documents, relevant filed measurements made by the Contractor, and any visible conditions at the worksite affecting the Work.
- 3.3.2. Reporting Inconsistencies. Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations, but Contractor shall promptly report any nonconformity it discovers to City. Contractor will be liable to City for damages if it fails, in the exercise of normal diligence, to recognize any error, inconsistency, omission or difference between field conditions and the Contract Documents. Contractor shall promptly report any errors, inconsistencies, or omissions it discovers, as a request for information, in such a form as City or Architect may require. Contractor will not be entitled to any modification in Contract Total or Contract Time solely by the request for information. Contractor shall carefully study and compare all Contract Documents, including Drawings, Specifications, and other instructions and shall at once report, in writing to City any error, inconsistency, or omission that Contractor or its employees or subcontractors may discover. In the event of an inconsistency within or between parts of the Contract Documents, or between the Contract Documents and applicable law, and regardless of whether Contractor reports the inconsistency to the City, the Contractor must: (i) provide the better quality or greater quantity of Work; or (ii) comply with the more stringent requirement as applicable.
- 3.3.3. Unnecessary Inquiries. Contractor is liable for costs incurred by City for professional services for interpretations or decisions of matters where the information sought is equally available to the party making the request.
- 3.4. Construction Materials and Supplies.
- 3.4.1. Quantities of Materials. Contractor shall provide materials in sufficient quantities on hand at such times as to insure uninterrupted progress of Work and shall store materials properly and protect materials as required.
- 3.4.2. Complete Assembly. For all materials and equipment specified or indicated in the Drawings, Contractor shall provide all labor, materials, equipment, and services necessary for complete assemblies and complete working systems, functioning as intended. Contractor shall furnish incidental items not indicated on Drawings, nor mentioned in the Specifications, that can be legitimately and reasonably inferred to belong to the Work described, or necessary in good practice to provide a complete assembly or system, as though itemized here in every detail. In all instances, Contractor shall install material and equipment in strict accordance with each manufacturer's most recent published recommendations and specifications. Contractor shall be responsible for appropriately sequencing the Work and for verification of suitability of prior work before subsequent construction activities.
- 3.4.3. Timely Ordering of Materials. Contractor shall coordinate submittal approvals and place orders for materials and/or equipment so that delivery of same will be made without delays to the Work. Contractor shall, upon City's reasonable request, provide documentary evidence that orders have been placed.
- 3.4.4. No Right to Lien. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in Work and agrees upon completion of all Work to deliver the site to City, together with all improvements and appurtenances constructed or placed thereon by it, and free from any claims, liens, or charges. Because City's property is public property, Contractor and any person, firm, or corporation furnishing any materials or labor for any Work covered by this Contract, will not have any right to lien any portion of the Project Site or any improvement or appurtenance thereon.
- 3.4.5. Storage. Contractor and its subcontractors shall obtain City approval before delivering or storing materials or tools on City's premises. Upon approval, Contractor shall store materials and tools so that they do not hamper the operation of equipment or persons and do not present a fire or safety hazard.
- 3.5. Construction Personnel and Supervision.

- 3.5.1. Supervision. During progress of the Work, Contractor shall keep on the Project Site, and at all other locations where any Work related to this Contract is being performed, a competent project manager, construction superintendent and staff, who are employees of Contractor, to whom City does not object and at least one of whom is fluent in English, written and verbal. Contractor shall provide efficient supervision to the Work, using its best skill and attention. Before commencing the Work, Contractor shall give written notice to City of the name of its project manager and construction superintendent. Contractor is bound by all directions given to Contractor's project manager and/or construction superintendent as if such direction was given to Contractor.
- 3.5.2. Replacement of Supervision. Contractor shall not otherwise remove or replace the construction superintendent or project manager for any reason, including their need to work on other projects, or to take extended vacations, without submitting thirty (30) days' written notice to City. If Contractor's project manager, construction superintendent, or support staff member is no longer employed by Contractor, Contractor shall provide City with notice of the termination of the employment relationship and shall consult with City with respect to replacement personnel.
- 3.5.3. Discipline and Removal. Contractor shall at all times enforce strict discipline and good order among its subcontractors and employees and shall not employ or work any unfit person, or anyone not skilled in work assigned to that person. City may require Contractor to permanently remove unfit persons from Project Site. Contractor shall not employ any person whom City may deem incompetent or unfit on the Project Site except with the prior written consent of City. City may require removal and replacement of any or all construction superintendents or project managers upon ten (10) days' notice to Contractor.
- 3.5.4. Acts or Omissions. Contractor is responsible to City for acts and omissions of Contractor's employees, subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of Contractor or any of its subcontractors.
- 3.5.5. Identification Badges. The Contractor and its subcontractors, and the employees and the agents of any of them shall comply with City's policies and requirements to obtain, display, and return identification badges at any time while they are present on City's property.
- 3.6. Contractor's Construction Master Schedule.
- 3.6.1. Schedule Required. Within no more than ten (10) days of being awarded the Contract, and before commencing the Work, Contractor shall prepare and submit to City for City's approval a construction master schedule for the Work. The construction schedule shall be in a detailed precedence-style critical path method (CPM) type format, which will include any interim dates that are critical in insuring the timely completion of the Work as provided in the Contract Documents. City shall provide approval or comment on the submitted schedule within seven (7) days. Contractor shall be responsible for amending construction schedule in response to City comments.
- 3.6.2. Logic. Schedule shall use retained logic during the development and updating of the schedule. Any function that would cause the retained logic of the logic network to be overridden is prohibited unless approved, in writing and in advance, by the Architect and City.
- 3.6.3. Schedule shall include: date of Notice to Proceed, date of Substantial Completion, and date of Final Completion in accordance with Contract Documents.

3.6.4. Schedule Maintenance. The schedule shall not exceed the Contract Time for the Work. Contractor shall revise and update the schedule at appropriate intervals, no greater than monthly, or as required by City or the conditions of the Work and Project. Should the Contractor fail to meet any scheduled date as shown on the current Construction Progress Schedule, the Contractor shall promptly notify the City, and if requested, be required at its own expense to submit within five (5) days of the request an updated Construction Progress Schedule. If the Contractor's progress indicates to the City that the Work will not be Substantially Completed within the Contract Time, the Architect and City may require the Contractor develop a Recovery Schedule that adequately demonstrates how the Contractor will, at its own expense, increase its work force and/or working hours to bring the actual completion dates of the activities into conformance with the Construction Progress Schedule and Substantial Completion within the Contract Time. Neither the City nor the Architect will, however, be obligated to review the substance or sequence of the Construction Progress Schedule or otherwise determine whether it is correct, appropriate or attainable.

3.6.5. Submittal Schedule. Contractor shall prepare and keep current, for City's review and acceptance, a schedule of submittals that is coordinated with the construction schedule and allows City and its consultants reasonable time to review submittals and to provide information necessary for procurement and installation of Work for which allowances are provided under the Contract Documents. City may require Contractor to include preparation of Contract submittals as a line item payment in the schedule of values.

3.6.6. Execution of Schedule. Contractor shall perform the Work in general accordance with the most recent schedules submitted to and accepted by City. Contractor shall indicate in the schedule updates any Work that is not proceeding according to the schedule and shall provide a written plan of action to bring the Work into compliance with the schedule or to otherwise ensure that the Work will be completed within the Contract Time.

3.7. Documents and Records.

3.7.1. Record Documents. Contractor shall update at least weekly, at the Project Site, or at such other location as City may authorize in writing, one legible copy of all Contract Documents annotated with all changes ("Record Documents"), including but not limited to Addenda, RFIs, ASIs, and Change Orders. Contractor shall also maintain on site a complete record and copy of all approved submittals, shop drawings and product samples. Failure to update in a timely manner as required by this section may result in withholding payment by City. Contractor shall keep these documents in good order and available to City's consultants or representatives and all authorities having jurisdiction. Contractor shall coordinate with City's representatives and consultants and shall submit its verified report(s) according to Oregon law or as required by authorities having jurisdiction. The Contractor shall submit the completed and finalized project record to City in accordance with the contract documents prior to Final Acceptance.

3.7.2. Daily Job Reports. Contractor shall maintain at least one (1) set of reports on the Project prepared by Contractor's employee(s) present on site, and which includes following information: a brief description of all Work performed on that day; a summary of all pertinent events and/or occurrences on that day including records of all tests and inspections; a list of all subcontractor(s) working on that day; a list of each Contractor employee working on that day; the total hours worked for each employee; a complete list of all equipment on the Project that day, whether in use or not; the time Work commenced and ended; weather conditions; accidents or injuries; and Work progress made for that day ("Daily Job Reports"). Contractor shall keep the Daily Job Reports current and in good order and shall make current copies available to City upon request.

- 3.7.3. Maintenance of Records after Final Payment. Contractor shall make available at its office at all reasonable times the materials described in this paragraph for the examination, audit, or reproduction until six (6) years after final payment under this Contract: (a) all Daily Job Reports or other Project records of Contractor's project manager(s), construction superintendent(s), and/or project foreperson(s); (b) all certified payroll records and/or related documents including, without limitation, payroll, payment, timekeeping and tracking documents; (c) all books, estimates, records, contracts, documents, bid documents, bid cost data, subcontract job cost reports, and other data of Contractor, any subcontractor, and/or supplier, including computations and projections related to bidding, negotiating, pricing, or performing the Work or Contract modification, in order to evaluate the accuracy, completeness, and currency of the cost, manpower, coordination, supervision, or pricing data at no additional cost to City. These documents may be duplicative and/or be in addition to any bid documents held in escrow by City.
- 3.7.4. Submittals. Contractor shall submit shop drawings, product data, samples and mock ups as required by the Contract Documents that have been verified and coordinated with the requirements of the Work and of the Contract Documents. Contractor shall not perform any portion of the Work until the submittals for that portion have been approved by City.
- 3.7.5. Professional Design Services. City will not require Contractor to perform professional services which constitute the practice of architecture, engineering, or surveying unless such services are specifically required by the Contract Documents as a part of the Work or unless Contractor must provide such services in order to carry out Contractor's responsibilities under the Contract. City shall specify performance and design criteria that such professional services must satisfy.
- 3.7.6. Ownership of Documents. All copies of Drawings, Specifications, and copies of other incidental architectural and engineering work, or copies of other Contract Documents furnished by City or generated by Contractor, including those in electronic form, are the property of City.
- 3.7.7. Copyright and License. Neither Contractor nor any subcontractor, or material or equipment supplier, will own or claim a copyright in the documents prepared by the City's consultants. City hereby grants Contractor, subcontractors, sub-subcontractors, and material or equipment suppliers a limited license to use applicable portions of the Drawings and Specifications prepared for the Project in the execution of their Work under the Contract Documents.
- 3.7.8. Royalties, Licenses and Copyrights. Contractor shall obtain and pay, when required by law, all royalties and license fees necessary for prosecution of Work before the earlier of the date of the commencement of the Work or the date the license is legally required to continue the Work without interruption. Contractor shall defend suits or claims of infringement of patent, copyright, or other rights and shall hold City, City's consultants, and City's representatives harmless and indemnify them from loss on account of claims for infringement to the extent Contractor knew, or with reasonable diligence should have known, that the use of a specified design, process, or product would constitute infringement.
- 3.7.9. Intellectual Property. The review by City or Architect of any method of construction, invention, appliance, process, article, device, or material of any kind is limited to a review for adequacy for the Work and is not approval for use by Contractor in violation of any patent or other rights of any person or entity.
- 3.8. Tests and Inspections.
- 3.8.1. Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities.
- 3.8.2. Unless otherwise provided, Contractor shall arrange for such tests, inspections, and approvals, and shall bear the associated costs. Contractor shall notify City of scheduled tests and/or inspections and approvals, so that City or its designated representative may be present for such procedures, which presence shall be at City's expense.

- 3.8.3. Contractor shall not incorporate any material into the Work that has not satisfied all testing, inspection, or approval requirements of the Contract Documents.
- 3.8.4. Contractor shall secure and promptly deliver required certificates of testing, inspection or approval to City, unless otherwise provided by the Contract Documents.
- 3.8.5. If testing, inspection, or approval required by the Contract Documents, or otherwise required by City, reveal failure of the Work to comply with requirements of the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation of City's costs, shall be at Contractor's expense.

3.9. Work Under the Contract.

- 3.9.1. Defective Work. At City's sole option, Contractor shall repair or replace any and all Work, together with any other Work that may be displaced in doing so, that may prove defective in workmanship and/or materials within a one (1) year period from Substantial Completion of the Work without expense whatsoever to City. In the event Contractor fails to commence and diligently pursue such replacements or repairs within ten (10) days after being notified in writing, Contractor hereby acknowledges and agrees that City may correct such defects, without voiding any guarantee or warranty, at Contractor's expense. Payment shall become due upon City's demand, and shall be an obligation secured by Contractor's performance bond.
- 3.9.2. Correction of Work. If, in the opinion of City, defective Work creates an exigent or dangerous condition or requires immediate correction or attention to prevent injury to persons or property or to prevent interruption of City operations, City may, upon making a good faith attempt to notify Contractor, proceed to make some or all replacements or repairs as may be reasonably required in the circumstances. The costs of such work will be charged against Contractor and shall become due upon City's demand.
- 3.9.3. Manufacturer's Warranties. The above provisions do not in any way limit the guarantees on any items for which a longer guarantee is specified or on any items for which a manufacturer gives a guarantee for a longer period. Contractor shall furnish to City all appropriate guarantee or warranty certificates as indicated in the Specifications or upon request by City. Contractor shall obtain and preserve for the benefit of City, manufacturer's warranties on material, fixtures, and equipment incorporated into the Work. Contractor shall furnish City with all guarantee or warranty certificates as indicated in the Specifications or upon City's request.
- 3.9.4. Cutting and Patching. Contractor shall do all cutting, fitting, patching, and preparation of Work as required to make its several parts come together properly, to fit it to receive, or be received by work of other Contractors, and to coordinate tolerances to various pieces of work, showing upon, or reasonably implied by, the Drawings and Specifications for the completed structure, and shall conform them as City may direct.
- 3.9.5. Alteration of Work by Contractor or Others. Contractor shall not endanger any Work performed by it or anyone else by cutting, excavating, or otherwise altering Work and shall not cut or alter Work of any other Contractor except with consent of City.
- 3.9.6. Cleaning up. Contractor shall keep the Project Site and surrounding area, including public rights of way, free from dust, mud, dirt, or accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, Contractor shall clean the site, streets, and sidewalks and shall remove from the Project waste materials, rubbish, Contractor's tools, construction equipment, machinery, and surplus materials.
- 3.9.7. Access to Work. Contractor shall provide City and its representatives access to the Work in preparation and progress wherever located.

3.10. Allowances.

3.10.1. Contractor shall include all allowances stated in the Contract Documents in the Contract Total. Unless the Contract Documents provide otherwise, Contractor shall include in the Contract Total, separate from allowances, amounts necessary to cover the cost of materials and equipment delivered at the site and all required taxes, less applicable trade discounts, Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance. City shall adjust the Contract Total through a Change Order whenever costs are more than allowances. City shall provide a Change Order amount that reflects the difference between the actual cost and the allowance.

3.11. Warranty.

3.11.1. Contractor warrants to City and Architect that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by Architect or City, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

3.11.2. Contractor guarantees all work against defects in material or workmanship for a period of one (1) year from the date of substantial completion.

3.11.3. If, after 10 days' notice, Contractor fails to proceed to cure any breach of this warranty, City may have the defects corrected and Contractor and its surety shall be liable for all expenses incurred. In case of an emergency, where, in the opinion of City or Architect, delay would cause serious loss or damage, corrective work may be undertaken without advance notice to Contractor; but Contractor and its surety shall remain liable for all expenses incurred. The remedies stated in this subsection are not exclusive, but are cumulative of any other remedies City may have.

3.11.4. Contractor shall assign, and shall obtain from subcontractors and assign, all manufacturers' warranties to City and all guarantees and warranties of goods supplied under this Contract shall be deemed to run to the benefit of City. Contractor shall provide City with all manufacturers' warranty documentation and operations and maintenance manuals not later than the date of Final Acceptance of the Work by the City.

4. SUBCONTRACTORS.

4.1. Subcontractor Disclosure. Contractor shall provide City a list of all subcontractors and major suppliers with a name, address, telephone and fax numbers, Oregon license number(s), classification, and monetary value of each subcontract for labor, material, or equipment. If City objects, City shall promptly provide a written notice of objection. Contractor shall not contract with a proposed person or entity to which City reasonably objects or that is ineligible to receive a subcontract under ORS 279C.860, and shall procure a replacement subcontractor that is acceptable to City. City shall provide a Change Order before commencement of substitute subcontractor's Work for the increase or decrease in the Contract Total and Contract Time occasioned by such change, unless the subcontractor is ineligible under ORS 279C.860, and Contractor shall be fully responsible for performance of the substituted subcontractor under the Contract Documents. Contractor shall be solely responsible to determine whether any proposed subcontractor is eligible.

4.2. Pass-Through. Contractor shall require each subcontractor, by written agreement, to be bound to Contractor by terms of this Contract to the extent it applies to the Work performed by subcontractor. Contractor shall provide copies of subcontract agreements upon City's request.

4.3. No Waiver. City's consent or failure to object to any subcontractor does not relieve Contractor of any obligations under this Contract and is not a waiver of any provisions of this Contract. A waiver is not effective unless it is in writing and is signed by the City.

- 4.4. Substitution and Assignment. Contractor shall not, without City's written consent:
- 4.4.1. Substitute any person as a subcontractor in place of the subcontractor designated in the original bid.
 - 4.4.2. Permit any Subcontract to be assigned or transferred, or allow any portion of the Work to be performed by anyone other than the subcontractor listed in the original bid; or
 - 4.4.3. Sublet or subcontract any portion of the Work in excess of one-half of one percent (1/2 of 1%) of Contractor's total bid as to which his original bid did not designate a subcontractor.
- 4.5. Coordination of Work. Contractor shall coordinate the trades, subcontractors, sub-subcontractors and material or equipment suppliers working on the Project.
- 4.6. Subcontractor Dispute Resolution. Contractor shall settle any difference between Contractor and its subcontractor(s) or between subcontractors.
- 4.7. Assignment. Contractor shall include assignment provisions in each subcontract as indicated in the termination provisions set forth in these General Conditions.
- 4.7.1. Contingent Assignment of Subcontractors. Contractor shall assign to City each subcontract agreement for a portion of the Work provided that:
 - 4.7.1.1. Assignment is effective only after termination of this Contract by City for cause or stoppage of the Work by City, and only for those subcontract agreements which City accepts in its sole discretion by notifying the subcontractor and Contractor in writing; and
 - 4.7.1.2. Assignment is subject to the prior rights of the surety, if any, obligated under bond relating to this Contract.
 - 4.7.2. Upon such assignment, if the Work has been suspended for more than thirty (30) days, City shall equitably adjust subcontractor's compensation for increases in cost resulting from the suspension.
- 4.8. Prompt Payment of Subcontractors. Contractor shall promptly pay subcontractors as required by the Contract.

5. CONSTRUCTION BY CITY.

- 5.1. Other Contractors. City may let other contractors perform work with its own forces, in connection with the Project. Contractor shall afford other contractors reasonable opportunity for introduction and storage of materials and execution of their work and shall properly coordinate and connect the Work with the work of other contractors. If Contractor claims that delay or additional cost is involved because of such action by City, Contractor shall make such claim in the manner provided in the Contract Documents.
- 5.1.1. Contractor shall protect the work of other contractors that it encounters while working on the Project.
 - 5.1.2. If any part of Contractor's Work depends upon completion of the work of City or others for proper execution, Contractor shall inspect and promptly report to City any discrepancy or defective condition in such work. Contractor's failure to inspect and report will be deemed acceptance of all work of others as fit and proper for reception of Contractor's Work. Contractor is liable for damages for work of others that Contractor failed to inspect, except for defects that were not discoverable and may develop in City's or any other contractor's work after execution of Contractor's Work.
- 5.2. Mutual Responsibility. Contractor shall reimburse City for costs incurred by City which are payable to a separate contractor because of delays, improperly timed activities or defective construction of Contractor. City shall reimburse Contractor for costs incurred by Contractor because of delays, improperly timed activities, and damage to the Work or defective construction of a separate contractor.
- 5.3. City's Right to Clean Up. If a dispute arises among Contractor, separate contractors and City as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, City may clean up and the City shall allocate the cost among those responsible.

6. CHANGES IN THE WORK.

6.1. Change Orders.

6.1.1. Change Order. A document prepared by the City Representative and signed by the City, the City Representative, the Architect, and the Contractor or assigned designee, stating their agreement upon all of the following: (1) a change in the Work; (2) the amount of the adjustment in the Contract Total, including all costs, overhead and profit, if any; and (3) the extent of the adjustment in the Contract Time, if any, issued after the effective date of the Contract.

6.1.2. A Proposed Change Order (PCO) is a document prepared by the Contractor to seek additional compensation and/or time from the City. The Contractor shall provide a written PCO narrative explaining its reasons for requesting additional compensation or time. The written PCO narrative shall reference all related schedule activities and contract specification sections and drawings directly pertaining to the PCO, include all costs, overhead and profit.

6.1.3. Change Pricing. In the absence of applicable unit prices or other agreement, the changed work will be priced in accordance with the following provisions:

6.1.3.1. In no case shall the sum of the individual markups applied to a General Contractor's Modification exceed fifteen percent (15%), regardless of the number of Subcontractor tiers involved in performing the Work.

6.1.3.2. The total combined mark-up for a Subcontractor and his lower-tier Subcontractor shall not exceed ten percent (10%). Costs of tax and insurance shall not be marked up.

6.1.3.3. For work performed by a subcontractor, the subcontractor will receive 10% markup for direct costs. The General Contractor shall receive a five percent (5%) of the subcontractor's direct costs for processing.

6.1.3.4. For self-performed work by the General Contractor, the markup shall equal fifteen percent (15%) of the direct cost as defined herein.

6.1.3.5. Bonding may be increased a maximum of one percent (1%) provided the Contractor demonstrates to the City a requirement to increase bonding.

6.1.3.6. If the net value of a change results in a credit from the Contractor or subcontractor, the credit shall be the actual net cost, plus five percent (5%) for overhead and profit. When both additions and credits covering related work or substitutions are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase or decrease, if any, with respect to the change.

6.1.4. Equipment Costs:

6.1.4.1. The allowance for equipment costs (both rental as well as Contractor owned equipment) shall be based on actual and verified rental company rates. Hourly, daily, weekly, or monthly rates shall be used, whichever is lower. Hourly rates including operator shall not be used. Unless otherwise specified, manufacturer's ratings and manufacturer approved modifications shall be used to classify equipment for determination of applicable rental rates.

- 6.1.4.2. The actual time to be paid for equipment shall be the time that the equipment is in productive operation on the Work under Contract Modification. In computing the hourly rental of equipment, any time less than thirty (30) minutes shall be considered one half (1/2) hour. No payment will be made for time while equipment is inoperative due to breakdown, or for non workdays. In addition, the rental time shall not include the time required to move the equipment to and from the project site. No mobilization or demobilization will be allowed for equipment already on site. If such equipment is not moved by its own power, then loading and transportation costs will be paid in lieu of rental time thereof. However, neither moving time nor loading and transportation costs will be paid if the equipment is used on the Project Site in any other way than upon the work directly related to the Contract Modification.
- 6.1.5. Small Tools. Individual pieces of equipment having a replacement value of two thousand dollars (\$2,000) or less shall be considered to be small tools or small equipment, and no payment will be made since the costs of these tools and equipment is included as part of the markup for overhead and profit defined herein.
- 6.1.6. Labor rates will not be recognized when in excess of the applicable prevailing wage rate pursuant to ORS 279C.800 to 279C.870 or wage established in any applicable collective bargaining agreement, whichever is higher. The costs for all supervision, including general superintendents and foreman, shall be included in the markup defined herein. Working foreman will be considered a direct cost if the individual is on the project site only installing Work under Contract Modification with no other work being performed at the time. A breakdown of the payroll rates for each trade used for Contract Modifications shall be furnished to the City within thirty (30) calendar days of the Contract Notice to Proceed.
- 6.1.7. Premium Time Rate. Shall be the difference between the Overtime Hourly Rate and Straight Time Rate per specific trade and classification as more fully defined herein. City will pay taxes on the Premium Time Rate only. The Premium Time Rate shall be paid without overhead and profit calculated against the differential.
- 6.1.8. Material costs directly required for the performance of the Contract Modification. Such costs may include the cost of transportation. If a trade reduction by an actual supplier is available to the Contractor, it shall be credited to the City. If the materials are obtained from a supplier or source owned wholly by or in part by the Contractor, payment thereof will not exceed the current wholesale price for the materials. The term trade reduction includes the concept of cash discounting.
- 6.1.9. Agreement on Change Order. Agreement on any Change Order is a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Total and the construction schedule.
- 6.1.10. Additional Credits. Contractor shall credit all trade discounts, rebates, refunds, and returns from the sale of surplus material to City
- 6.1.11. Cost Accounting Records. Contractor shall provide all cost accounting records to City upon City's request.
- 6.2. Construction Change Directives. A Construction Change Directive is a written order signed by City, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Total or Contract Time, or both. City may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract, the Contract Total and Contract Time being adjusted accordingly. City and Contractor may use a Construction Change Directive in the absence of total agreement on the terms of a Change Order. Upon receipt of a Construction Change Directive, Contractor shall promptly proceed with the change in Work directed and shall advise City of Contractor's agreement or disagreement with the proposed method, if any, provided in the Construction Change Directive for adjustment in the Contract Total or Contract Time.

- 6.2.1. Force Account. When a definite price has not been agreed upon in advance and it is to be paid on a force account basis, City may establish a not-to-exceed budget. Contractor shall submit daily all direct costs necessarily incurred and paid for labor, material, equipment, permit fees, taxes, and increased costs of bonds and insurance related to the Work for approval by City. Contractor shall not exceed the budget unless City specifically authorizes the overrun in writing. City shall pay only for actual costs verified in the field by City on a daily basis. When City and Contractor reach agreement upon the adjustment for price and time, Contractor and City shall prepare and execute an appropriate Change Order.
- 6.2.2. Negotiating Changes. If City and Contractor are unable to agree upon change order terms, or if in the opinion of City the Work must proceed before an agreement can be negotiated, City may order Contractor to proceed with the changes, and Contractor shall comply. In such event, Contractor shall keep detailed daily records as to all labor employed in connection with the changes. Contractor's records will itemize costs for labor, materials, equipment rental, and transportation. Contractor shall submit the records for approval to the City. If Contractor fails to keep such records, all such Work will be deemed to have been performed at Contractor's own expense. City and Contractor shall attempt to negotiate fair and reasonable adjustments to the Contract for changes in the Work. Contractor shall submit to City all evidence in support of Contractor's proposals.
- 6.2.3. Markup. No fee or other markup of any kind will be applicable to any premium portion of wages, taxes, or related benefits. In the event of addition or deletion of like items in a change order or change directive, the like item quantity will be summed and the unit prices or the percentage fee will be applied to the total.
- 6.2.4. Written Authorization Required. In no event shall Contractor proceed with changes in the Work without a written order from City to so proceed. City will be under no obligation to pay for unauthorized extra, additional, or changed Work performed by Contractor without a written Change Order, Construction Change Directive, or other written order to proceed duly authorized and executed by City.
- 6.2.5. Minor Changes. Contractor shall promptly carry out minor changes in the Work issued through written order of City's representative, through the authority granted to it by City, not involving adjustment in the Contract Total or extension of the Contract Time, and not inconsistent with the intent of the Contract Documents.

7. TIME.

- 7.1. Time is of the Essence. Time limits stated in the Contract Documents are of the essence of the Contract. Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.
- 7.2. No Work Without Insurance. Contractor shall not, except by written direction by City, prematurely commence operations on the site or elsewhere prior to the effective date of insurance to be furnished by City and Contractor. The date of commencement of the Work is not changed by the effective date of insurance.
- 7.3. Notice to Proceed. City shall issue a Notice to Proceed within a reasonable time following the date of execution of this Contract. To the maximum extent permitted by law, Contractor is not entitled to additional compensation as a result of a postponement of the issuance of Notice to Proceed. The Parties acknowledge the sole remedy for the Contractor in such circumstances is an extension of Contract Time to achieve Substantial Completion.
- 7.4. Working Hours. Contractor shall perform Work during regular working hours as permitted by City. Contractor shall, when required to achieve Substantial Completion within the Contract Time, Work outside of regular working hours such as evenings and/or weekends at no additional cost to City. Contractor shall perform all evening and/or weekend work only upon City's advance approval and in compliance with all applicable rules, regulations, laws, and local ordinances including, without limitation, all noise and light limitations.
- 7.5. Delays and Extensions of Time.

7.5.1. Float and Slack. Float or slack is the amount of time between the early start date and the late start date, or the early finish date and the late finish date, of any activity in the schedule. Any float time to activities not on the critical path shall belong to the Project, and may be used by the Project to optimize its construction process. Any float time between the end of the final construction activity and the final completion date shall belong to the City, and may be used by the City in determining if additional contract days are to be awarded for changes in the contract or for delays to the contract caused by the City. The Contractor will not be entitled to any adjustment in the Contract Time, the Construction Schedule, or the Contract Total, or to any additional payment of any sort by reason of the City's use of float time between the end of the final construction activity and the final completion date or by reason of the loss or use of any float time, including time between the Contractor's anticipated completion date and end of the Contract Time, whether or not the float time is described as such on the Construction Progress Schedule.

7.5.2. Adverse Weather. Contract Time is determined with consideration given to the average climate weather conditions prevailing in the County in which the Project is located during any given month as published by the National Oceanic and Atmospheric Administration (NOAA) and averaged over the past 10 years. Contractor may request a time extension for adverse weather if it causes delays that unreasonably increase the labor required to complete the scheduled tasks on the day affected by adverse weather not reasonably anticipated. Contractor shall not be allowed an increase in Contract Total for the delay. Contractor shall work additional days if necessary at no cost to City, irrespective of adverse weather, to maintain access and the Contract Schedule, and to protect the Work from the effects of Adverse Weather.

7.5.3. Extensions of Time. Extensions of Contract Time will be permitted for a delay only to the extent the delay: (1) is not caused or could not have been anticipated by the Contractor; (2) could not be limited or avoided by the Contractor's timely notice to the City of the delay or reasonable likelihood that a delay will occur; and (3) is of a duration not less than one day.. Such occurrences may include industry-wide labor dispute, fire, unavoidable casualties, adverse weather conditions not reasonably anticipated, or other occurrences that City determines may justify delay. Any extension the City grants will be net of any delays caused by or due to the fault or negligence of Contractor, and net of any contingency or "float" allowance included in the Progress Schedule. Contractor will not be allowed an increase in Contract Total for an extension of Contract Time. The Contractor shall be deemed to have control over the supply of labor, materials, equipment, methods, techniques and over the Contractor's subcontractors and suppliers.

7.5.4. Requests for Extension. Contractor shall submit requests for extension of time in writing and shall include (a) the duration of the activity relating to changes in the Work and the resources, including manpower, equipment, and material, required to perform the activities within the stated duration; (b) specific logical ties to the Contract Schedule for the proposed change showing the activities that are affected by the change and/or delay; and (c) recovery schedule.

8. PROTECTION OF PERSONS, PROPERTY, AND THE ENVIRONMENT.

8.1. Safety Program. Contractor shall initiate, maintain, and supervise all safety precautions and programs in connection with performance of the Contract. Contractor is solely and completely responsible for conditions of the Work site, including safety of all persons and property during performance of the Work, including the property of third-parties and real and personal property outside the Project area. This requirement will apply continuously and is not limited to normal working hours.

8.2. City's Policies. This Contract and all individual contracts and purchase orders incorporate by this reference City's safety policies current as of the date of commencement of Work, which have been or will be made available to Contractor.

- 8.3. Subcontractor Safety. Contractor shall review with all subcontractors the methods, materials, tools, and equipment to be used to verify their compliance with all safety standards and laws and Contractor shall comply with them, to ensure safe, hazard-free conditions for all persons visiting or working on the entire Project Site and City's adjoining facilities. Contractor shall implement and maintain a safety program that is specifically adapted for the Project and complies with all applicable requirements of Oregon OSHA. Contractor shall furnish a copy of the safety program to City before commencing Work.
- 8.4. MSDS Sheets. Contractor shall provide Material Safety Data Sheets to City for all chemicals used on the Project Site as required by law.
- 8.5. Safety Coordinator. Contractor shall designate a responsible member of its organization on the Project, whose duty is to post information regarding protection and obligations of workers and other notices required under occupational safety and health laws, to comply with reporting and other occupational safety requirements, and to protect the life, safety, and health of workers. Contractor shall report the name and position of person so designated to City.
- 8.6. Correction of Unsafe Conditions. Contractor shall correct any violations of safety laws, rules, orders, standards, or regulations. Contractor shall correct violations promptly upon the issuance of a citation or notice of violation by the Division of Occupational Safety and Health.
- 8.7. Personal Protection Equipment. Contractor's personnel and all workers shall wear personal protective equipment at all times. Contractor shall maintain supplies of protective equipment sufficient to properly equip all employees and visitors.
- 8.8. Safety Devices. Contractor shall take, and require subcontractors to take, all reasonably necessary precautions for safety of workers on the Project. Contractor shall furnish, erect, and properly maintain at all times, all necessary safety devices, safeguards, construction canopies, signs, nets, barriers, lights, and watchmen for protection of workers and the public and shall post danger signs warning against hazards created by such features in the course of the Work.
- 8.9. Barricades and Signage. Contractor shall post necessary warning signs and barricades to ensure the safety of all occupants. Contractor shall not display any signs not required by law or the Contract Documents without City's prior written approval.
- 8.10. Labeling of Containers. Contractor shall ensure proper labeling of substances on the Project Site.
- 8.11. Storage. Contractor shall confine apparatus, the storage of materials, and the operations of workers to limits indicated by law, ordinances, permits, or directions of City, and shall not interfere with the Work or unreasonably encumber the Project Site or overload any structure with materials. Contractor shall enforce all instructions of City regarding signs, advertising, fires, and smoking, and require that all workers comply with all regulations while on Project Site
- 8.12. Protection of Work. Contractor shall protect the Work, including stored materials and equipment, from all damage or harm, including damage from heat, cold, rain, snow, wind, flooding, and dampness. Contractor shall provide and maintain temporary roofs, window and door coverings, enclosures, or other construction reasonably required to protect the Work at all times during the course of construction. Contractor shall take all additional steps reasonably necessary, or as directed by City, to protect the Project, the Site, and the Work from damage associated with anticipated extreme weather events. Contractor shall not be entitled to additional payment or time to the extent its costs or delays would have been avoided if Contractor had complied.
- 8.13. Protection of Existing Structures. Contractor shall protect existing structures, walks, curbs, pavements, roads, trees, landscaping, survey markers, monuments, or other devices marking property boundaries or corners, and/or improvements in working areas, utilities, and adjoining property (including, without limitation, protection from settlement or loss of lateral support). Contractor shall replace same at his expense with same kind, quality, and size of Work or item if temporary removal is necessary, or damage occurs due to the Work.

- 8.14. Water Quality. Contractor shall comply with all applicable water quality laws and regulations, including permitting, monitoring, and reporting of storm water discharge applicable to the Work, at no additional cost to City. Contractor shall indemnify and hold City harmless from loss, cost, or liability arising out of Contractor's violation of such laws or regulations.
- 8.15. Neighborhood Impacts. Contractor shall take all reasonable precautions to protect neighborhood property from damage or nuisance associated with the Work. Contractor shall promptly respond to complaints by neighbors or authorities concerning impacts to neighboring properties and public facilities and shall be solely responsible for cleaning, repair, or replacement of property soiled or damaged by Contractor's operations and settlement of claims or demands of neighbors associated with conduct of its personnel.
- 8.16. Housekeeping. Contractor shall maintain good housekeeping practices to reduce the risk of fire damage and shall make a fire extinguisher, fire blanket, and/or fire watch, as applicable, available at each location where cutting, braising, soldering, and/or welding is being performed or where there is an increased risk of fire.
- 8.17. Security and Site Access. Contractor shall ensure that all existing or operating systems, utilities, existing on-site services and access avenues are on and in operating condition before leaving the Project Site each day. If any system, utility, or access avenue is not operable, Contractor shall notify City before Contractor leaves the Project Site that day.

9. HAZARDOUS MATERIALS.

- 9.1. With respect to Hazardous Materials to be used during the course of the Work, the Contractor will implement and enforce a program to inventory and properly store and secure all Hazardous Materials that may be used or present on the Project site, maintain available for inspection at the Project site all material safety data sheets, and comply with all regulations required by law for the storage, use, and disposal of Hazardous Materials. The program must provide for notification of all personnel of potential chemical hazards. Review of these hazards must be included in the Contractor's safety training program. The Contractor shall submit to the City a list of all Hazardous Materials to be brought by the Contractor or its Subcontractors onto the City's property, including the purpose for their use on the Project.
- 9.2. In the event of a release or discovery of a preexisting release of Hazardous Materials, or if it is foreseeable that injury or death to persons may occur because of any material or substance (including without limitation Hazardous Materials) encountered on the Project site, the Contractor shall immediately (a) stop the Work or the portion of the Work affected; (b) notify the City orally and in writing; and (c) protect against exposure of persons to the Hazardous Materials. The Contractor shall provide all written warnings, notices, reports, or postings required at law or by contract for the existence, use, release, or discovery of Hazardous Materials.
- 9.3. With respect to any Hazardous Materials or other material or substance reported to the City under the above that was not introduced to the Project site by the Contractor or its Subcontractors of any tier, the City shall obtain the services of a qualified environmental consultant to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to verify it to be rendered harmless. Unless otherwise required by the Contract Documents, the City shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the City in writing stating whether or not either has reasonable objection to the persons or entities proposed by the City. If either the Contractor or Architect has an objection to a person or entity proposed by the City, the City shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the City and Contractor. By Change Order, the Contract Time may, subject to agreement by the City and the Contractor, be extended appropriately and the Contract Total shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up, which adjustments shall be accomplished as provided in the Contract.

- 9.4. With respect to any Hazardous Materials or other material or substance reported to the City under the above that was introduced to the Project site by the Contractor or its Subcontractors of any tier, the Contractor shall be responsible to carry out the duties of (a) proposing to the City and the Architect a qualified environmental consultant; (b) obtaining and paying for the services of the environmental consultant; and (c) verifying that the material is rendered harmless, as otherwise set forth in the above. The Contractor will not be entitled to an increase in the Contract Total if the Contractor or its Subcontractors of any tier are responsible for the condition requiring the testing of the material and the stoppage of the Work. Remediation work must be conducted by properly qualified contractors approved in advance by the City. Generally, the City may at its option contract directly with environmental consultants, and remediation contractors, regardless of whether the work will be performed at the Contractor's expense.
- 9.5. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the City shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and the agents and employees of the Contractor, Subcontractors, Architect, and Architect's consultants from and against claims, damages, losses and expenses, including without limitation attorney fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance was not introduced to the Project site by the Contractor or its Subcontractors of any tier, presents the risk of bodily injury or death, and has not been rendered harmless. No indemnification provided by the City under this Section will be required to indemnify the Contractor, Subcontractors, or their employees or agents to the extent of liability for death or bodily injury to persons or damage to property caused in whole or in part by the Contractor's own negligence, but will require indemnity to the extent of the fault of the City or its agents or representatives.
- 9.6. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City, the City's Representatives, and the employees of the City from and against claims, damages, losses, and expenses, including without limitation attorney fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance was introduced to the Project site by the Contractor or its Subcontractors of any tier, presents the risk of bodily injury or death, and has not been rendered harmless. No indemnification provided by the Contractor under this Section will be required to indemnify the City or its agents or representatives to the extent of liability for death or bodily injury to persons or damage to property caused in whole or in part by the City's own negligence, but will require indemnity to the extent of the fault of the City or its agents or representatives.
- 9.7. Hazardous Materials are any substance defined or designated as being radioactive, infectious, hazardous, dangerous, or toxic by any federal, state, or local statute, regulation, or ordinance presently in effect or subsequently enacted. For purposes of Article 9, the term "introduce" means the physical placement or transportation of Hazardous Materials in or on the Project site regardless of whether the Hazardous Material was specified, required, or otherwise addressed in the Contract Documents.

10. INSURANCE AND BONDS.

- 10.1. Contractor's Insurance. Contractor shall procure, prior to commencement of Work, and maintain for the duration of this Contract, or such longer time as may be provided, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Work by Contractor, its agents, representatives, employees and subcontractors as set forth in the Contract Documents. Contractor's liabilities, including but not limited to Contractor's indemnity obligations, under this Contract, will not be deemed limited in any way to the insurance coverage required herein. Maintenance of insurance coverage is a material requirement of this Contract and Contractor's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Contract, as required or when requested, may be treated as a material breach.

10.1.1. Workers' Compensation and Employers' Liability Insurance. Contractor and its subcontractors, if any, are subject to Oregon Workers' Compensation Law, which requires all employers that employ subject workers who work under this Contract in the State of Oregon to comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors, if any, complies with these requirements (ORS 279B.230(2)). Unless otherwise exempt, Contractor shall provide the City with certification of Workers' Compensation Insurance and shall maintain Employers' Liability Insurance with limits not less than \$1,000,000 for each accident, \$1,000,000 for disease each employee and \$1,000,000 each policy limit.

10.2. Performance Bond and Payment Bond. Contractor shall provide a performance bond and a payment bond as required by the Contract prior to start of Work.

11. UNCOVERING AND CORRECTION OF WORK.

11.1. Uncovering of Work. If a portion of the Work is covered without Project Inspector and/or Architect approval or not in compliance with the Contract Documents, Contractor shall, if required in writing by City, Project Inspector, or Architect, uncover the Work for observation and replace it at Contractor's expense without change in Contract Total or Contract Time.

11.2. Correction of Work. Contractor shall, at its own expense, promptly correct Work that is rejected by City, Architect, or any governmental authority or otherwise fails to conform to the requirements of the Contract Documents, regardless of when it is discovered and regardless of whether the Work is fabricated, installed or completed. Contractor shall pay for all additional testing, inspection, or other compensation including City and Architect's additional services required for the correction of Work.

11.3. Correction of Work after Substantial Completion. If, after Substantial Completion, any Work is not in accordance with the requirements of the Contract Documents, City shall provide Contractor with written notice to correct the Work promptly after discovery of the condition. Contractor shall correct the nonconforming Work within a reasonable time after receipt of notice.

12. RIGHTS AND REMEDIES.

12.1. No Waiver. The duties and obligations imposed by the Contract Documents and rights and remedies available are in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law. No action or failure to act by any party shall constitute a waiver of a right or duty afforded the party under this Contract, nor does any act or omission constitute approval of or acquiescence in a breach, except as may be specifically agreed in writing.

12.2. Independent Contractor.

12.2.1. Contractor is engaged as an independent Contractor. Although City reserves the right: (a) to determine (and modify) the delivery schedule for the Work; and (b) to evaluate the quality of the completed performance, City cannot and will not control the means or manner of Contractor's performance, nor provide any tools or equipment for the performance of the Work, except as provided elsewhere in this Contract. Contractor shall determine the appropriate means and manner of performing the Work.

12.2.2. Contractor is wholly responsible for the manner in which it and its subcontractors perform the Work required of it by the Contract Documents. City may monitor Contractor's activities to determine compliance with the terms of this Contract.

12.2.3. Contractor shall pay all federal, state and local taxes applicable to compensation or payments paid to Contractor under this Contract and, unless Contractor is subject to backup withholding, City shall not withhold from such compensation or payments any amount(s) to cover Contractor's tax obligations.

12.2.4. Contractor is not an employee of the federal government or the State of Oregon.

12.2.5. Contractor is not a contributing member of the Public Employees Retirement System.

12.2.6. Neither Contractor, nor any of Contractor's subcontractors, agents or employees are "officers," "employees," or "agents" of City or any of City's employees or agents, as those terms are used in ORS 30.265. Contractor bears exclusive responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment. Contractor, its subcontractors, agents, and its employees are not entitled to any rights or privileges of City employees.

13. COMPLIANCE WITH LAWS.

- 13.1. Contractor shall comply with all laws, codes, regulations, and applicable requirements imposed by governmental authorities having jurisdiction over the Work, including but not limited to, environmental, zoning, building code, public contracting, and other related laws.
- 13.2. Environmental Mitigation. Contractor shall comply with all applicable mitigation measures, if any, adopted by any public agency with respect to this Project pursuant to the environmental protections laws of the State of Oregon.
- 13.3. Work Performed Illegally. Contractor will bear all costs arising from Work performed that it knew, or through exercise of reasonable care should have known, was contrary to any applicable laws, ordinance, rules, or regulations.
- 13.4. Prior Approvals. Contractor shall obtain approval of material, processes, or procedures by the Oregon state agencies or other body or agency where required by the Specifications or Drawings.

14. CLAIMS AND DISPUTES.

- 14.1. Claim. A Claim is a demand or assertion by a party seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time, or other relief with respect to the terms of the Contract. Claim includes other disputes and matters in question between City and Contractor arising out of or relating to the Contract. Parties will initiate Claims only by written notice. The party making the Claim is responsible for substantiating the Claim.
- 14.2. Time to Initiate Claim. The party making a Claim shall initiate the Claim within fourteen (14) days after the occurrence of the event giving rise to such Claim or within fourteen (14) days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. The party making the Claim shall submit written notice to the other party that identifies the known bases for each Claim and the nature and amount of relief sought.
- 14.3. Written Notice of Claim. If Contractor claims that any instructions issued after the effective date of this Contract, by Drawings or otherwise, involve extra costs, Contractor will be entitled to reimbursement for such extra costs only to the extent Contractor so notifies City in writing before proceeding to execute the affected Work and within five (5) days after receipt of such instructions. Claims and demands for any other cause, whatsoever, by Contractor against City must be served in writing upon City within five (5) days from the occurrence of the cause giving rise to the claim. Timely compliance with the written claim requirements of this Contract is a condition precedent to Contractor's right to payment on account of any claim and failure to provide such written claim or demand or notice will constitute a waiver of such claim.
- 14.4. No Work Stoppage. Contractor shall proceed diligently with performance of this Contract and City shall continue to make payments in accordance with the Contract Documents pending final resolution of a Claim, except as otherwise agreed in writing or provided for in this Contract.

- 14.5. Differing Site Conditions. A party shall give notice to the other party promptly, and in no event later than five (5) days after first observation, before conditions encountered at the site are disturbed that are: (a) subsurface or otherwise concealed physical conditions that differ materially from those indicated on the Contract Documents; or (b) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents. The parties shall promptly investigate such conditions, and if they differ materially and cause an increase or decrease in the cost of or time required for performance of any part of the Work, City will propose an equitable adjustment in the Contract Total, Contract Time, or both. If City does not find that the conditions differ materially and cause an increase or decrease in the cost of or time required for performance of any part of the Work, City will notify Contractor in writing. If Contractor disputes City's determination, Contractor shall proceed with the Work and may initiate a Claim no later than twenty one (21) days after receiving notice of the decision.
- 14.6. Claim for Additional Cost. Contractor shall file a Claim for additional cost under this section if Contractor believes additional cost is involved for reasons including: (a) City's written interpretation of the Contract Documents; (b) City's order to stop Work where Contractor is not at fault; (c) written order for a minor change in Work issued by City's consultant or representative; (d) failure of payment by City; (e) termination of Contract by City; (f) City's suspension; or (g) other reasonable grounds.
- 14.7. Claim for Delay. If Contractor wishes to make a Claim for a delay, written notice shall be given within fourteen (14) calendar days of the occurrence of the event giving rise to the delay. Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary. Contractor will not be entitled to additional Contract Time for delays that do not affect the critical path of the Work.
- 14.8. Claim for Additional Time (Adverse Weather). If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction. Contractor shall not be entitled to additional compensation for delays caused by adverse weather conditions or any causes beyond City's control. If the Oregon Office of Emergency Management orders Contractor to halt the Work for reasons beyond Contractor's control and that were not reasonably anticipated, the Contract Time shall be equitably extended by Change Order, but only on condition that Contractor provides City with written notice of the delay in accordance with the notice requirements of this Contract.
- 14.9. Claim for Injury or Damage to Person or Property. If any person suffers physical injury or property damage arising from the Work, regardless of the cause, the party shall immediately give notice of such injury or damage, whether or not insured, to City and Contractor with sufficient detail to enable City and any other party affected to investigate the matter.
- 14.10. Acceptance of Claim. Upon timely receipt of a properly completed Claim and all documentation and/or evidence necessary to substantiate the Claim, City shall evaluate the Claim and provide Contractor with its written decision either accepting the Claim (in whole or in part) or rejecting the Claim (in whole or in part) within twenty (20) days. Should City reject the Claim in whole or in part, City shall generally explain the reasons for such rejection.
- 14.11. Mediation. Contractor and City agree that any dispute that may arise under the Contract will be submitted to a mediator agreed to by both parties as soon as such dispute arises, but in any event prior to commencement of arbitration or litigation. This provision shall be specifically enforceable in any arbitral or judicial proceeding through stay or abatement of the proceeding upon petition of a party. Mediation shall be conducted in Portland, Oregon, and the mediation fee and expenses shall be shared equally by the parties who agree to exercise their best efforts in good faith to resolve all disputes in mediation.

15. TERMINATION OR SUSPENSION BY CONTRACTOR.

- 15.1. Termination by Contractor for Work Stoppage. Contractor may terminate this Contract if the Work is stopped for a period of thirty (30) consecutive days through no act or fault of Contractor, subcontractor, or sub subcontractor, or their agents or employees, or any other persons or entities performing portions of the Work under direct or indirect contract with Contractor, for any of the following reasons: (a) issuance of an order of a court or other public authority having jurisdiction which requires all Work to be stopped; (b) an act of government, such as a declaration of a national emergency which requires all Work to be stopped; (c) because the Architect has not issued a Certificate of Payment and has not notified Contractor of the reason for withholding certification, or because City has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or (d) City failed to furnish to Contractor reasonable evidence that financial arrangements have been made to fulfill City's obligations under this Contract.
- 15.2. Termination by Contractor for Work Interruption. Contractor may terminate this Contract if, through no act or fault of Contractor, subcontractor, or sub subcontractor, or their agents or employees, or any other persons or entities performing portions of the Work under direct or indirect contract with Contractor, repeated suspensions, delays or interruptions of the entire Work by City constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365 day period, whichever is less, or if Work is stopped for a period of sixty (60) consecutive days.
- 15.3. Compensation. Contractor may recover from City payment for Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery including reasonable profit and overhead if it provides seven (7) days' written notice to Architect and City prior to termination for the reasons set forth above.

16. TERMINATION OR SUSPENSION BY CITY.

- 16.1. Termination by City for Cause. City may terminate Contract and/or terminate Contractor's right to perform the Work of this Contract without prejudice to any other rights or remedies by providing seven (7) days' written notice to Contractor and Contractor's surety if Contractor:
- 16.1.1. refuses or fails to execute the Work or any separable part with sufficient diligence to ensure its completion within the time specified or any extension;
 - 16.1.2. persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
 - 16.1.3. fails to make payment to subcontractors in accordance with respective agreements;
 - 16.1.4. persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;
 - 16.1.5. files a petition for relief as a debtor, or a petition is filed against Contractor without its consent, and the petition is not dismissed within sixty (60) days;
 - 16.1.6. makes a general assignment for the benefit of its creditors, or a receiver is appointed on account of its insolvency; or
 - 16.1.7. is otherwise guilty of a substantial breach of a provision of the Contract Documents or fails to observe the training, safety, and other precautions including City's policies and Contractor's own safety policies for the Project.
- 16.2. City's Right to Take Possession. Upon termination for cause, City may take possession of the site and of all materials, equipment, tools, and construction equipment and machinery on the site owned by Contractor, accept assignment of subcontracts, and finish the Work by whatever reasonable method City may deem expedient. Upon request, City shall provide Contractor a detailed accounting of the costs incurred in finishing the Work.

- 16.3. Compensation. Contractor will not be entitled to receive further payment until the Work is finished. If the unpaid balance of the Contract Total exceeds City's costs to finishing the Work, including compensation for City's consultants and representatives for services made necessary by Contractor's default, and other damages incurred by City which have not been expressly waived, City shall pay the excess to Contractor. If City's costs and damages exceed the unpaid balance, Contractor shall pay the difference to City.
- 16.4. Suspension for Convenience. City may, without cause, order Contractor in writing to suspend, delay, or interrupt the Work in whole or in part for such period of time as City may determine. City shall adjust Contract Total and Contract Time for increases in the cost (including profit) and time caused by the suspension, delay, or interruption referenced in Section 16.3.1, so long as the performance would not have been suspended, delayed, or interrupted by another cause for which Contractor is responsible and City has not already made or denied another equitable adjustment under another provision of this Contract for the suspension, delay, or interruption.
- 16.5. Termination for Convenience. City may terminate all or part of this Contract for City's convenience at any time and without cause. Contractor shall, upon written notice of such termination, cease operations as directed by City, take actions necessary to protect and preserve the Work, and terminate all existing subcontracts and purchase orders that are not required to perform the Work up to the effective date of termination and the portion of Work not terminated, and enter into no further subcontracts or purchase orders for the portion of this Contract that was terminated. City shall pay Contractor for Work executed and costs reasonably incurred by reason of such termination, along with reasonable overhead and profit on the Work completed. City will not pay profit or overhead allocable to Work which is not performed at the time of termination. If the City terminates Contractor for cause and a court or other tribunal finds that City did not have cause to terminate Contractor, then the court or other tribunal will deem the City's termination a termination for convenience under this section.

17. PAYMENTS AND COMPLETION.

- 17.1. Contract Total. The Contract Total is stated in the Contract, and including authorized adjustments, is the total amount payable by City to Contractor for performance of Work under the Contract Documents.
- 17.2. Schedule of Values. Prior to submission of the first Application for Payment, Contractor shall submit a preliminary schedule of values for all of the Work, including quantities and prices of items aggregating the Contract Total and subdividing the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Contractor shall include, at a minimum: (a) overhead and profit; (b) supervision; (c) general conditions; (d) layout; (e) mobilization; (f) scheduling; (g) submittals; (h) bonds and insurance; (i) close-out documentation; (j) demolition; (k) installation; (l) rough-in; (m) finishes; (n) testing; and (o) punch list and acceptance ("Schedule of Values").
- 17.3. Applications for Payment. Contractor shall submit an itemized and notarized application for payment for operations completed in accordance with the Schedule of Values and reflecting applicable retainage ("Application for Payment"). Applications for Payment shall be prepared using forms provided by the City. Contractor shall submit data substantiating Contractor's right to payment where required, such as copies of requisitions from subcontractors and material suppliers, Construction Change Directives, Change Orders, and/or force account information. Contractor shall provide:
- 17.3.1. The amount paid to the date of the Application for Payment to Contractor, all its subcontractors, and all others furnishing labor, material, or equipment for this Contract;
- 17.3.2. The amount being requested by Contractor on its own behalf and separately stating the amount requested on behalf of each of the subcontractors and all others furnishing labor, material, or equipment for this Contract;
- 17.3.3. The balance that is due to each of such entities after payment is made;
- 17.3.4. Certification that the Record Documents are current;

- 17.3.5. Itemized breakdown of Work done for the purpose of requesting partial payment;
 - 17.3.6. Updated construction schedule;
 - 17.3.7. Additions and subtractions from the Contract Total and Contract Time;
 - 17.3.8. Total of retainage held;
 - 17.3.9. Material invoices, evidence of equipment purchases, rentals, and other support City may request;
 - 17.3.10. Percentage complete of Contractor's Work by line item;
 - 17.3.11. A Schedule of Values updated from the preceding Application for Payment; and
 - 17.3.12. Contractors' Certified Payroll.
- 17.4. Waivers and Releases. Contractor shall submit conditional waivers and releases upon progress payment from Contractor and each subcontractor of any tier and supplier to be paid from current progress payment along with an unconditional waiver and release upon progress payment from Contractor and each subcontractor of any tier that received payment from the previous progress payment. Contractor shall certify as follows: "Contractor warrants title to all Work performed and materials purchased as of the date of the payment application; and Contractor warrants that all Work performed and materials purchased as of the date of the payment application are free and clear of liens, claims, security interests, or encumbrances in favor of any persons or entities making a claim by reason of having provided labor, materials, or equipment relating to the Work, except those of which City has been informed."
- 17.5. False Claims. Contractor is subject to the False Claims Act set forth under ORS Chapter 180 for information provided with any Application for Payment.
- 17.6. Certificates for Payment.
- 17.6.1. City shall review the Contractor's Application for Payment within a reasonable time after receipt not to exceed seven (7) days for the purpose of determining that it is properly submitted. City shall either return the Application for Payment to Contractor with a document setting forth the reasons why the Application for Payment is not proper, or shall issue a Certificate for Payment for the amounts properly due.
 - 17.6.2. City's issuance of a Certificate for Payment is a representation by City, based upon City's evaluation of the Work and the data comprising the Application for Payment, that Contractor is entitled to payment in the amount certified because the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. City's approval of the certified Application for Payment is based on Contractor complying with all requirements for a fully complete and valid certified Application for Payment.
- 17.7. Decisions to Withhold Certification.
- 17.7.1. City shall notify Contractor in writing if any amounts are not due, and the reasons for withholding certification in whole or in part. If Contractor and City cannot agree on a revised amount, City shall promptly issue a Certificate for Payment for the amount for which City determines that Contractor is entitled to payment. City may withhold Certificate for Payment or nullify the whole or part of a Certificate for Payment previously issued, to such extent as may be reasonably necessary to protect City from loss for which Contractor is responsible, including loss resulting from acts and omissions because of defective Work not remedied, third party claims filed or reasonable evidence indicating probable filing of such claim unless security acceptable to City is provided by Contractor, failure of Contractor to make payments properly to subcontractors or for labor, materials, or equipment, reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Total, damage to City or another contractor, reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay, persistent failure to carry out the Work in accordance with the Contract Documents, or failure to maintain Record Documents.

17.7.2. Contractor shall not receive any interest on any retainage or amounts withheld due to the failure of Contractor to perform in accordance with the Contract Documents.

17.7.3. City may apply any withheld amount to pay outstanding claims or obligations on behalf of Contractor, without prior judicial determination of the claim or obligation. If any payment is made by City, that amount is deemed a payment made under this Contract by City to Contractor.

17.7.4. City shall promptly issue a Certificate for Payment for amounts previously withheld when the reasons for withholding certification are removed.

17.8. Progress Payments.

17.8.1. City shall make payment in the manner and within the time provided in the Contract Documents. City may withhold the portion of any progress payment for which certified payroll statements have not been received until such certified statements are submitted.

17.8.2. Contractor shall promptly pay each subcontractor, upon receipt of payment from City, out of the amount City paid to Contractor on account of each subcontractor's portion of the Work. Contractor shall, by written agreement, require each subcontractor to make payments to sub-subcontractors in a similar manner.

17.8.3. City may issue joint checks made payable to Contractor, subcontractor(s) and material or equipment suppliers. Joint check payees are responsible for the allocation and disbursement of funds included as part of any such joint check payment. Joint check payment does not create a contract, rights, or obligations between City and any subcontractor or material or equipment supplier.

17.8.4. Certificate for Payment, progress payment, or partial or entire use or occupancy of the Project does not constitute acceptance of Work not in accordance with the Contract Documents.

17.9. Substantial Completion.

17.9.1. Substantial Completion. Substantial completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that City can occupy or utilize the Work for its intended purpose.

17.9.2. Punch List. When Contractor considers the Work or a designated portion of the Work to be substantially complete, Contractor shall prepare and submit to City a comprehensive list of items to be completed or corrected prior to final payment ("Punch List"). The Punch List does not alter Contractor's responsibility to complete the Work in accordance with the Contract Documents.

17.9.3. Certificate of Substantial Completion. Upon receipt of Contractor's Punch List, City shall make an inspection to determine whether the Work or designated portion thereof is substantially complete. If City determines that the Work is not substantially complete, City shall notify Contractor of any Work to be completed in accordance with the Contract Documents before the Work or designated portion can be certified as such, and Contractor shall complete all such items. Upon determining that the Work or designated portion thereof is substantially complete, City and Contractor shall execute a Certificate of Substantial Completion.

17.9.4. Commencement of Warranty. Contractor's general and special warranties shall be effective as of the date that the Work is deemed finally complete.

17.9.5. Close-Out Documentation. Contractor shall assemble for City's approval within thirty (30) days of Substantial Completion all close-out documentation as required by the Contract Documents, including the required number of copies of operating, maintenance, and warranty data from all manufacturers whose equipment is installed in the Work, and Record Documents of the Work.

17.10. Final Completion.

- 17.10.1. The Work will be deemed finally complete when all conditions set out in the Contract Documents are satisfied and City accepts such Work. Final completion is achieved when all punchlist work is complete, all close-out documentation has been received, all final testing, equipment calibration and training have been completed, and the Contractor is entitled to Final Payment. Unless special circumstances exist that are defined at the time of Punch List creation, Contractor shall achieve Final Completion within 45 days of Substantial Completion.
- 17.10.2. Final Inspection. When Contractor considers all of the Punch List Work to be complete, Contractor shall notify City which shall inspect such Work.
- 17.10.3. Final Application for Payment. If City finds the Punch List Work complete and acceptable under the Contract Documents, City shall notify Contractor, who shall then submit its Final Application for Payment.
- 17.10.4. Payment of Retainage. City shall make payment of retainage applying to such Work or designated portion thereof after receiving all Close Out Documentation, an affidavit that bills for indebtedness connected with the Work for which City's property might be encumbered have been satisfied; a certificate to indicate that insurance required by the Contract Documents shall remain in force after final payment is in effect and will not be cancelled or expire until thirty (30) days' prior written notice is given to City and that Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents; the consent of surety to final payment; and valid waivers of all construction lien claims, bond claims, and other claims by Contractor and each subcontractor in a form acceptable to City.
- 17.10.5. Bond in Lieu of Waiver. If a subcontractor refuses to furnish a release or waiver required by City, Contractor may furnish a bond satisfactory to City to indemnify City against such lien. If such lien remains unsatisfied after payments are made, Contractor shall refund to City all money that City may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.
- 17.10.6. Delay in Final Completion. City shall make payment of the balance due for any portion of the Work fully completed and accepted if final completion is materially delayed through no fault of Contractor or by issuance of Change Orders affecting final completion. In the event that final completion is not accomplished within thirty (30) days after the date of Substantial Completion due to any fault of Contractor, City may withhold from the final payment 150 percent of the reasonable cost to complete the unfinished Work and to attain final completion. In the event Contractor fails to complete the Work necessary to attain final completion after forty five (45) days from Substantial Completion, City may, without waiving other remedies it may have, complete the Work and deduct the actual cost thereof from the funds withheld.
- 17.10.7. Contractor's Waiver of Claims. Contractor's acceptance of final payment constitutes a waiver of claims except those previously made in writing and identified by Contractor as unsettled at the time of final Application for Payment.

18. INDEMNITY AND LIABILITY.

- 18.1. To the fullest extent permitted by Oregon law, Contractor shall indemnify, defend with legal counsel reasonably acceptable to City, and hold harmless City and its consultants and separate contractors, and their respective council members, board members, officers, representatives, agents, trustees, volunteers, and employees, in both individual and official capacities (“Indemnitees”), against all suits, claims, damages, losses, and expenses, including but not limited to attorney’s fees, caused by, arising out of, resulting from, or incidental to, the performance of the Work under this Contract by Contractor, its subcontractors, vendors, or suppliers, including, without limitation, any such suit, claim, damage, loss, or expense attributable to, without limitation, bodily injury, sickness, disease, death, alleged patent violation or copyright infringement, or to injury to or destruction of tangible property (including damage to the Work itself) including the loss of use resulting therefrom, except to the extent caused by the sole negligence, active negligence, or willful misconduct of the Indemnitees, and/or to any extent that would render these provisions void or unenforceable. This agreement and obligation of Contractor will not be construed to negate, abridge, or otherwise reduce any right or obligation of indemnity that would otherwise exist as to any party or person described herein. This indemnification, defense, and hold harmless obligation includes any failure or alleged failure by Contractor to comply with any provision of law, any failure or alleged failure to timely and properly fulfill all of its obligations under the Contract Documents in strict accordance with their terms.
- 18.2. Contractor shall fully indemnify, defend, and hold harmless City, and each person, entity, firm, or agency that owns or has any interest in adjacent property in any action arising out of any agreement between Contractor and adjacent property owners that is made for the purpose of entering upon the adjacent property to perform the Work. Contractor shall obtain City’s approval of the form and content of the agreement prior to the commencement of any Work on or about the adjacent property.
- 18.3. Severability of Indemnity Provisions. Contractor shall give prompt notice to City in the event of any injury (including death), loss, or damage included herein. Without limitation of the provisions herein, if Contractor’s agreement to indemnify, defend, and hold harmless the Indemnitees as provided herein against liability for damage arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of any of the Indemnitees will to any extent be or be determined to be void or unenforceable, it is the intention of the parties that these circumstances will not otherwise affect the validity or enforceability of Contractor’s agreement to indemnify, defend, and hold harmless the rest of the Indemnitees, as provided herein, and in the case of any such suits, claims, damages, losses, or expenses caused in part by the default, negligence, or act or omission of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, and in part by any of the Indemnitees, Contractor shall be and remain fully liable on its agreements and obligations herein to the full extent permitted by law.
- 18.4. In any and all claims against any of the Indemnitees by any employee of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, Contractor’s indemnification obligation herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any subcontractor under workers’ compensation acts, disability benefit acts, or other employee benefit acts, unless it is limited by ORS 30.140.
- 18.5. Contractor’s defense and indemnification obligations survive the completion of Work, including any warranty period and/or termination of this Contract.

19. SECURITY.

- 19.1. Security. Contractor shall not use or disturb City's property, materials or documents except for the purpose of responding to City's request for proposal or invitation to bid or pursuant to completion of the Work under this Contract. Contractor shall treat all documents as confidential and shall not disclose such documents without approval from City. Any unauthorized disclosure of documents or removal of City property will be deemed a substantial breach of this Contract. Contractor shall bear sole responsibility for any liability including, but not limited to, attorneys' fees, resulting from any action or suit brought against City as a result of Contractor's willful or negligent release of information, documents, or property contained in or on City property. City hereby deems all information, documents, and property contained in or on City property privileged and confidential.
- 19.2. Employee Removal. At City's request, Contractor shall immediately remove any employee from all City properties in cases where City determines in its sole discretion that removal of that employee is in City's best interests.

20. MISCELLANEOUS PROVISIONS.

- 20.1. Non-Appropriation; Adequate Funding. City shall, at Contractor's written request, prior to commencement of Work, provide Contractor with reasonable evidence that financial arrangements have been made to fulfill City's obligations under the Contract. If payment for Work under this Contract extends into City's next fiscal year, City's obligation to pay for such Work is subject to approval of future city council appropriations to fund this Contract. Continuation of this Contract at specified levels is specifically conditioned on adequate funding under City's budget adopted in June of each year. City may adjust the Work provided for in this Contract in accordance with funding levels adopted by the City Council.
- 20.2. Law and Venue. Any dispute under this Contract or related to this Contract is governed by all provisions of the Oregon Constitution and laws of Oregon governing, controlling, or affecting City, or the property, funds, operations, or powers of City, which are incorporated herein by reference. This Contract is deemed to include any provision that the law requires to be included. Any litigation arising out of this Contract shall be conducted in in the Circuit Court for Washington County, Oregon. The Contractor consents to the personal jurisdiction of this court.
- 20.3. Severability. If any term or provision of this Contract 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 are not affected, and the rights and obligations of the parties are construed and enforced as if this Contract did not contain the particular term or provision held to be invalid.
- 20.4. No Waiver. The failure of City in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option herein conferred is not a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion. No action or failure to act by City, Architect, or Construction Manager waives any right or duty afforded City under this Contract, nor does action or failure to act constitute an approval of or acquiescence in any breach, except as specifically agreed in writing.
- 20.5. Non-discrimination. Contractor shall comply with all applicable federal, state and local laws, rules and regulations regarding nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, or disability.
- 20.6. No Third Party Beneficiaries. City and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract provides any benefit or right, directly or indirectly, to third persons unless they are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract. The Contract Documents shall not be construed to create a contractual relationship of any kind: (a) between Contractor and City's representatives or consultants, (b) between City and a subcontractor or a sub-subcontractor, (c) between City and a supplier; or (d) between any persons or entities other than City and Contractor.

- 20.7. Media Contacts. Contractor shall issue no news release, press release, or other statement to members of the news media or any other publication regarding this Agreement or the Project within one (1) year of Project completion without City's prior written authorization. Contractor shall not post or publish any textual or visual representations of the Project without approval of City.
- 20.8. Successors in Interest. This Contract will bind, and inure to the benefit of, the parties, their successors, and approved assigns, if any.
 - 20.8.1. Contractor shall not assign all or any part of this Contract including, without limitation, any services or money to become due under this Contract without the prior written consent of City. Assignment without City's prior written consent is null and void. Any assignment of money due or to become due under this Contract is subject to a prior lien for services rendered or material supplied for performance of Work called for under this Contract in favor of all persons, firms, or corporations rendering services or supplying material to the extent that claims are filed pursuant to Oregon law, and is also subject to deductions for liquidated damages or withholding of payments as determined by City in accordance with this Contract. Contractor shall not assign or transfer in any manner to a subcontractor or supplier the right to prosecute or maintain an action against City.
 - 20.8.2. Contractor shall first notify City prior to any change in the name or legal nature of Contractor's entity. City shall determine if Contractor's intended change is permissible while performing this Contract.
- 20.9. Liquidated Damages.
 - 20.9.1. Failure to complete the Project by the specified time will result in damages to the City. The parties to this Contract agree that establishing the exact amount of damages the City will incur will be difficult. In order to compensate the City, the parties to this Contract have estimated the amount the City would be damaged for every calendar day completion is delayed. Consequently, the Contractor agrees to pay the City the sum of \$500 per calendar day, not as a penalty but as liquidated damages, for each day elapsed beyond the Substantial Completion date set forth in the bid document. The total liquidated damages shall be deducted from the final payment due the Contractor. The City may waive its right to claim part or all of the liquidated damages due under this provision, but such full or partial waiver shall not negate or abridge any other right of action the City may have to enforce the provisions of this Contract. Contractor will not contest such sums as being other than a reasonable measure of delay damages in the event those damages become payable under these provisions.
- 20.10. Workers' Compensation.
 - 20.10.1. All employers, including Contractor, that employ subject workers who work under this contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. This shall include Employer's Liability Insurance with coverage limits of not less than \$21,000,000 for each accident. Contractors who perform the Work without the assistance or labor of any employee need not obtain such coverage if the Contractor certifies so in writing. Contractor shall ensure that each of its Subcontractors complies with these requirements. The Contractor shall require proof of such Workers' Compensation by receiving and keeping on file a certificate of insurance from each Subcontractor or anyone else directly employed by either the Contractor or its Subcontractors.

EXHIBIT B

PUBLIC IMPROVEMENT CONTRACT

INSURANCE REQUIREMENTS

1. ADDITIONAL INSURANCE.

Contractor shall maintain all insurances required of it by law. In addition, the Contractor shall maintain the following:

- 1.1. Required Coverage. Without waiver of any other requirement of the Contract Documents, the Contractor will provide, pay for, and maintain in full force and effect at all times during the performance of the Work until final acceptance of the Work or for such further duration as required, the following policies of insurance issued by a responsible carrier. All of the Contractor's insurance carriers shall be rated A VII or better by A.M. Best's rating service, unless otherwise approved by the City.
 - 1.1.1. Workers' Compensation. Workers' compensation coverage sufficient to meet statutory liability limits.
 - 1.1.2. Employer's Liability. The Contractor shall purchase and maintain employer's liability insurance in addition to its workers' compensation coverage with at least the minimum limits in section 1.2 below.
 - 1.1.3. Commercial General Liability. The Contractor shall purchase and maintain commercial general liability ("CGL") insurance for off-site exposures on an occurrence basis, written on ISO Form CG 00 01 (12/04 or later) or an equivalent form approved in advance by the City. CGL coverage shall include all major coverage categories including bodily injury, property damage and products/completed operations coverage. The CGL insurance will also include the following: (1) separation of insureds; (2) incidental medical malpractice; and (3) per-project aggregate for premises operations.
 - 1.1.4. Professional Liability/Errors and Omissions. To the extent that the Contractor accepts design or design/build responsibilities, the Contractor shall purchase and maintain professional liability/errors and omissions insurance or cause those Subcontractors providing design services do so.
 - 1.1.5. Automobile Liability. The Contractor shall purchase and maintain automobile liability insurance with coverage for owned, hired, and non-owned vehicles on ISO form CA 00 01 or an equivalent form approved in advance by the City. The automobile liability insurance shall include pollution liability coverage resulting from vehicle overturn and collision.
- 1.2. Limits. The insurance required by this exhibit shall be written for at least the limits of liability specified in this Section or required by law, whichever is greater.

Workers' Compensation	Statutory Limits
<u>Employer's Liability</u>	
Each Accident:	\$1,000,000
Each Bodily Injury Disease:	\$1,000,000
Aggregate Bodily Injury Disease:	\$1,000,000
<u>Commercial General Liability</u>	
Each Occurrence:	\$1,000,000
General Aggregate:	\$2,000,000
Product/Completed Operations:	\$2,000,000
Personal & Advertising Injury:	\$1,000,000
Fire Damage Limit:	\$100,000
Medical Expense Limit:	\$5,000
Automobile Liability	
Combined Single Limit:	\$1,000,000

Professional Liability/Errors & Omissions

Single Limit:	\$21,000,000	\$2,000,000
Aggregate:	\$21,000,000	\$2,000,000

- 1.3. Additional Insureds. The Contractor's third-party liability insurance policies shall include the City and its officers, employees, and agents as additional insureds. The policy endorsement must extend premises operations and products/completed operations to the additional insureds. The additional insured endorsement for the CGL insurance must be written on ISO Form CG 20 10 (11/85), a CG 20 37 (07/04) together with CG 20 33 (07/04), or the equivalent; but shall not use the following forms: CG 20 10 (10/93) or CG 20 10 (03/94).
- 1.4. Joint Venture. If the Contractor is a joint venture, the joint venture shall be a named insured for the liability insurance policies.
- 1.5. Primary Coverage. The Contractor's insurance shall be primary insurance coverage and may not seek contribution from any insurance or self-insurance carried by the City or the Architect including any property damage coverage carried by the City. Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought. The Contractor's insurance shall not include any cross-suit exclusion or preclude an additional insured party from asserting a claim as a third party.
- 1.6. Contractor's Failure to Maintain Insurance. If the Contractor for any reason fails to maintain required insurance coverage, such failure shall be deemed a material breach of the Contract and the City, at its sole discretion, may suspend or terminate the Contract pursuant to Section 108.11 of the General Conditions. The City may, but has no obligation to, purchase such required insurance, and without further notice to the Contractor, the City may deduct from the Contract Total any premium costs advanced by the City for such insurance. Failure to maintain the insurance coverage required by this exhibit shall not waive the Contractor's obligations to the City.
- 1.7. Certificates of Insurance. Prior to commencement of the Work, and before bringing any equipment or construction equipment on to the project site, the Contractor shall provide Certificates of Insurance, to the City Representative, for the insurance policies required by this contract.
 - 1.7.1. Additional Certificates. To the extent that the Contractor's insurance coverage's are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment. Information concerning reduction of coverage on account of revised limits or claims paid under the general aggregate, or both, shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief.
 - 1.7.2. Prohibition Until Certificates Received. The City shall have the right, but not the obligation, to prohibit the Contractor and its Subcontractors from entering the Project site until the required certificates (or other competent evidence that insurance has been obtained in complete compliance with this exhibit) are received and approved by the OCIP Administrator and or City.
 - 1.7.3. Deductibles/Self-Insured Retentions. Payment of deductibles or self-insured retentions is a Cost of the Work within the Guaranteed Maximum Price and does not justify a Change Order. Satisfaction of all self-insured retentions or deductibles will be the sole responsibility of the Contractor.
- 1.8. Subcontractors Insurance. The Contractor shall cause each Subcontractor to purchase and maintain in full force and effect policies of insurance as specified in this exhibit, except for coverage limits, which will be agreed upon between the City and the Contractor. The Contractor will be responsible for the Subcontractors' coverage if the Subcontractors fail to purchase and maintain the required insurance. When requested by the City, the Contractor will furnish copies of certificates of insurance establishing coverage for each Subcontractor.
- 1.9. Limitations on Coverage.

- 1.9.1. No insurance provided by the Contractor under this exhibit will be required to indemnify the City, the Architect, or their employees or agents to the extent of liability for death or bodily injury to persons or damage to property caused in whole or in part by their own negligence, but will require indemnity to the extent of the fault of the Contractor or its agents, representatives, or Subcontractors.
- 1.9.2. The obligations of the Contractor under this exhibit shall not extend to the liability of the Architect or its consultants for (1) the preparation or approval of maps, Drawings, opinions, reports, surveys, Change Orders, designs, or specifications, or (2) the giving or failure to give directions or instructions, to the extent that the directions, or failure to provide directions, are the cause of the injury or damage.
- 1.9.3. By requiring insurance, the City does not represent that coverage and limits will necessarily be adequate to protect the Contractor. Insurance in effect or procured by the Contractor will not reduce or limit the Contractor's contractual obligations to indemnify and defend the City for claims or suits that result from or are connected with the performance of the Contract.

2. PROPERTY INSURANCE.

- 2.1. **Builder's Risk:** (For new construction or building additions) During the term of this Contract, the Contractor shall maintain in force, at its own expense, Builder's Risk insurance on an all risk form, including earthquake and flood, for an amount equal to the full amount of the Contract. Any deductible shall not exceed \$50,000 for each loss, except the earthquake and flood deductible shall not exceed 2 percent of each loss or \$50,000, whichever is more. The policy will include as loss payees the City, the Contractor and its Subcontractors as their interests may appear.
- 2.2. **Builder's Risk Installation Floater:** (For other than new construction) The Contractor shall obtain, at the Contractor's expense, and keep in effect during the term of this Contract, a Builder's Risk Installation Floater for coverage of the Contractor's labor, materials and equipment to be used for completion of the Work performed under this Contract. The minimum amount of coverage to be carried shall be equal to the full amount of the Contract. This insurance shall include as loss payees the City, the Contractor and its Subcontractors as their interests may appear.
- 2.3. Such insurance shall be maintained until the City has occupied the facility.
- 2.4. Contractor must provide insurance for its own machinery, tools, equipment, or supplies that are not to become a part of the Project.

ATTACHMENT B DRAWINGS AND SPECIFICATIONS

MATERIALS AND SCOPE

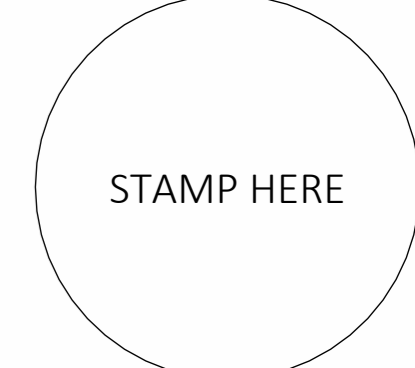


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CUSTOMER CONTACT INFORMATION:
 Enter address here
 SITE ADDRESS:

CUSTOMER: Owner
 SITE LOCATION:

REV.#	DESCRIPTION	DATE
1		
2		
3		
4		
5		
6		



DESIGNED BY:
 DRAWN BY:
 APPROVED BY:
 DATE:
 SCALE: As indicated

SHEET NAME: MATERIALS

PROJECT NUMBER: SHEET NUMBER:

SP-11



1 MATERIALS
 3/64" = 1'-0"

SKATEPARK MATERIALS

- CONCRETE FLATWORK
- COLOR CONCRETE FLATWORK
- SHOTCRETE OR POURED SKATEPARK FEATURES OR ADJACENT FLATWORK
- COLOR SHOTCRETE
- DRAINAGE

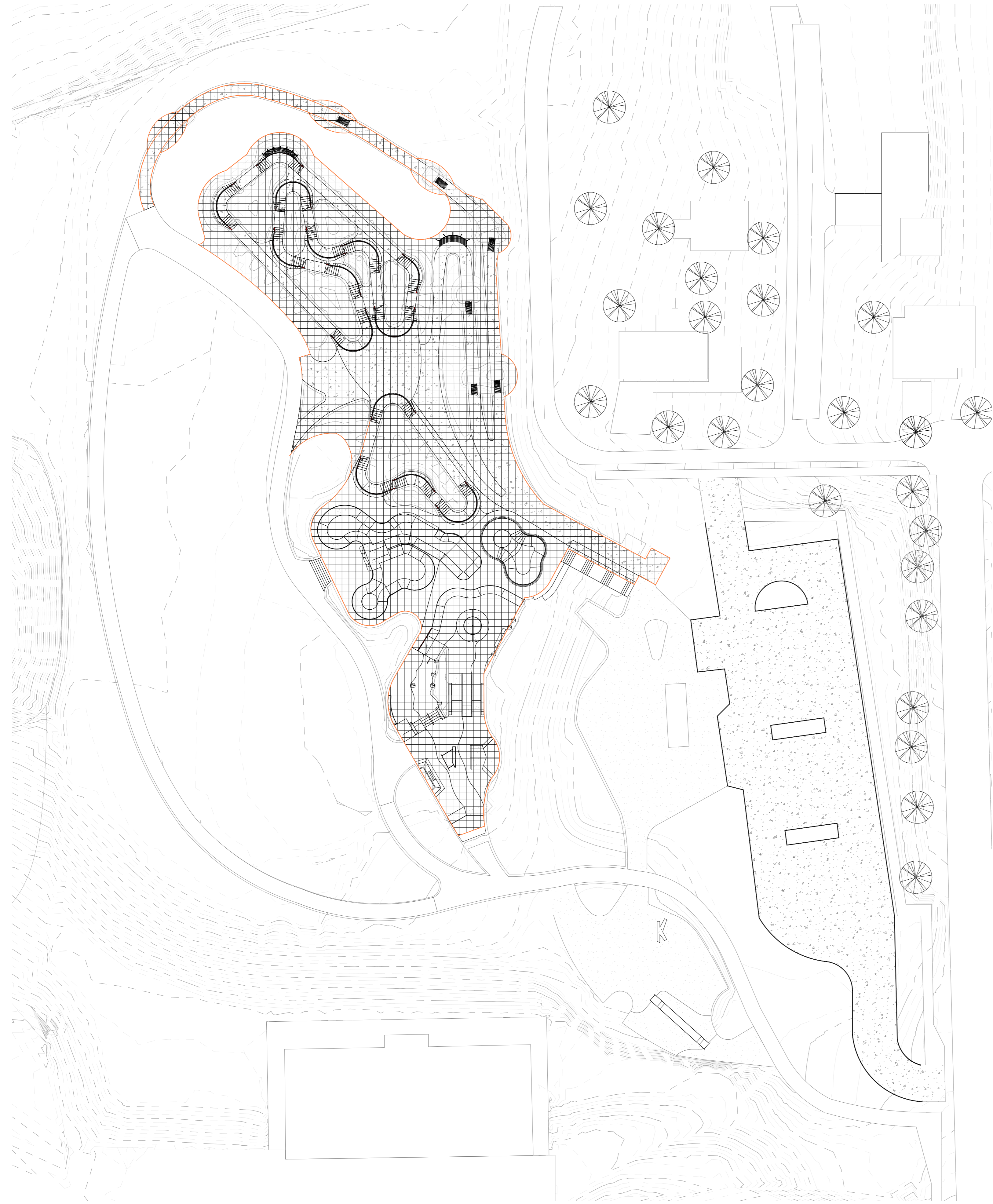
PUMP TRACK MATERIALS

- ASPHALT PLATFORMS AND CONNECTING SURFACES
- ASPHALT SURFACE
- SOD AREA 15,450 sq ft
- DRY WELL

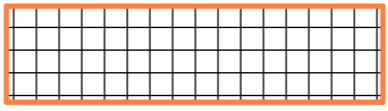
MATERIAL QUANTITIES		
Type	AREA sqft	VOLUME cy
ALL ASPHALT SURFACES	22,931	213
CONCRETE FLATWORK	13422	164
CONCRETE FLATWORK (SKY BLUE)	3087	38
SHOTCRETE	7591	110

METALS	
Type	Length (ft)
COPING HSS2.375X0.218	547.65
SQUARE TUBE HSS2X2X3/16	239.18

PROGRESSIVE BIKE RAMP FEATURES	
#	Type
1	5'-0" kicker Ramp
2	5'-0" kicker Ramp
3	5'-0" kicker Ramp
4	5'-0" kicker Ramp
5	3'-0" kicker Ramp
6	3'-0" kicker Ramp
7	Beginner Curved wall 55 degree angle 20 radius
8	90 degree Wallride



SPECIALTY CONTRACTOR SCOPE

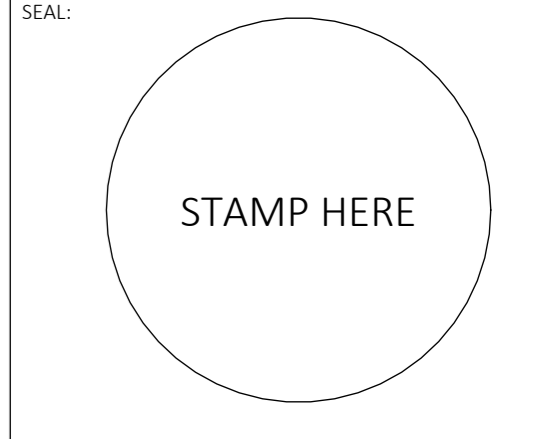


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CUSTOMER CONTACT INFORMATION:
 Enter address here
 SITE ADDRESS:

CUSTOMER:
 Owner
 SITE LOCATION:

REV.#	DESCRIPTION	DATE
1		
2		
3		
4		
5		
6		



DESIGNED BY:
 DRAWN BY:
 APPROVED BY:
 DATE:
 SCALE:
SCALE: As indicated

SHEET NAME:
 ARC SC.

PROJECT NUMBER: SHEET NUMBER:

SP-20

1 Specialty Contractor Scope
 1" = 40'-0"

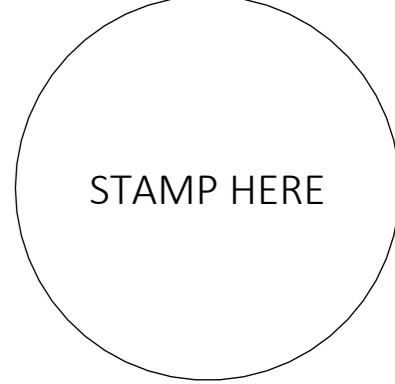


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CUSTOMER CONTACT INFORMATION:
SITE ADDRESS: Enter address here

CUSTOMER: Owner
SITE LOCATION:

REV.#	DESCRIPTION	DATE
1		
2		
3		
4		
5		
6		

SEAL:

STAMP HERE

DESIGNED BY:
DRAWN BY:
APPROVED BY:
DATE:
SCALE:
SCALE: As indicated

SHEET NAME:
LANDSCAPE OPTION B

PROJECT NUMBER: SHEET NUMBER:

SP-21

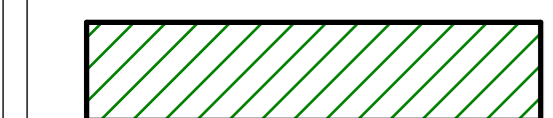


1 MATERIALS (LANDSCAPE OPTION B)

3/64" = 1'-0"



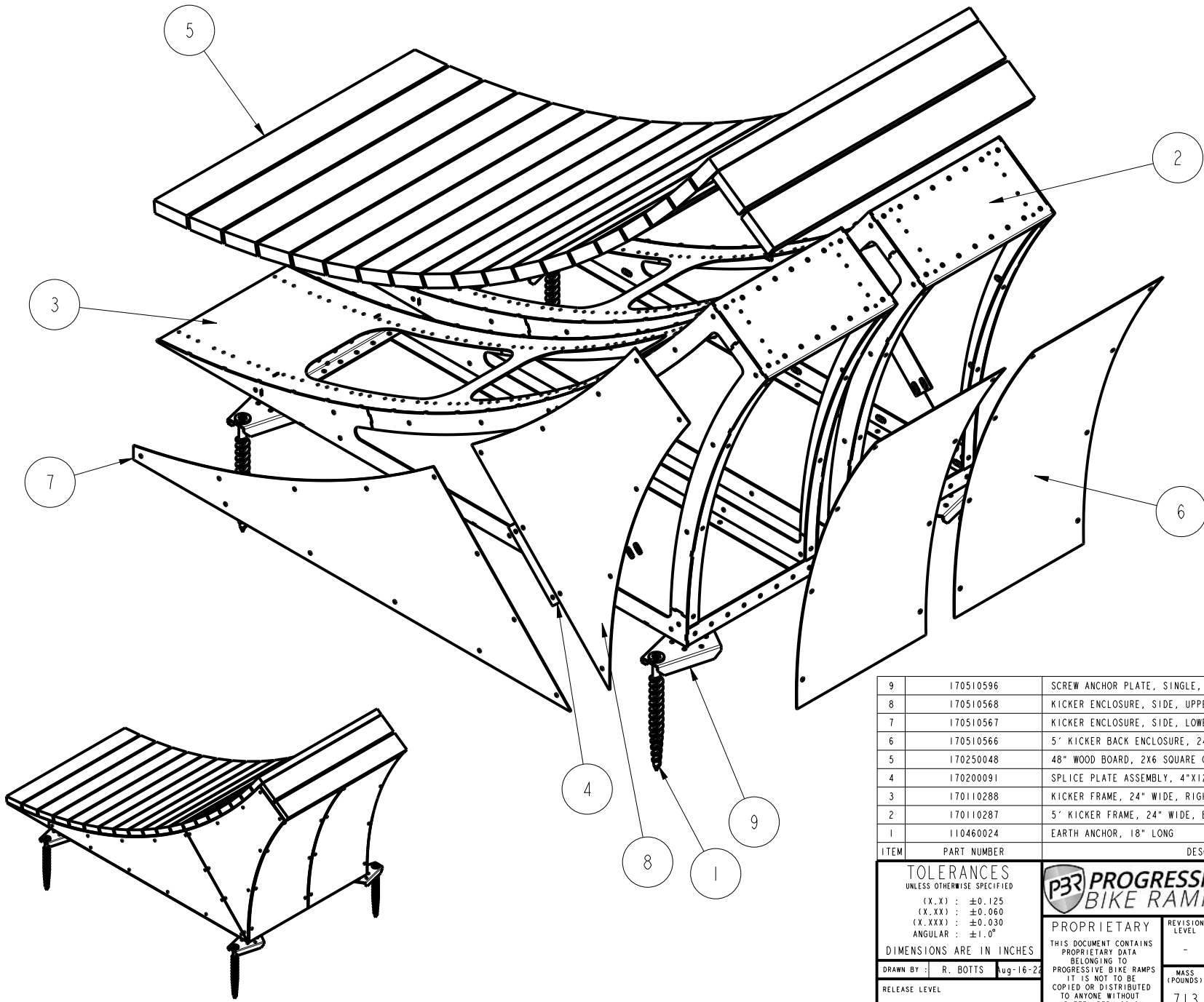
SOD. AREA 11,320 sq ft .



ALTERNATE POURABLE PERMEABLE PAVEMENT. 4,715 sq ft

EXPLODED VIEW

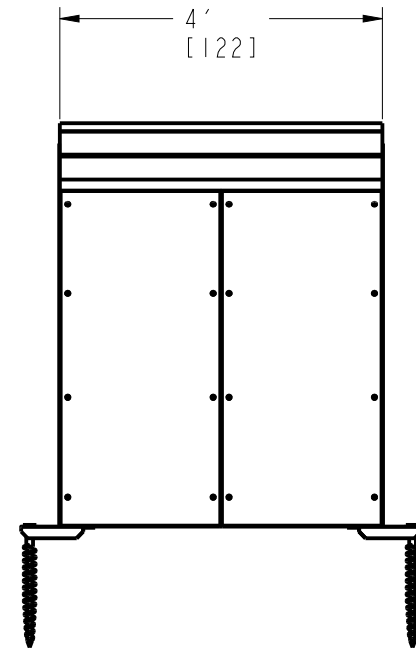
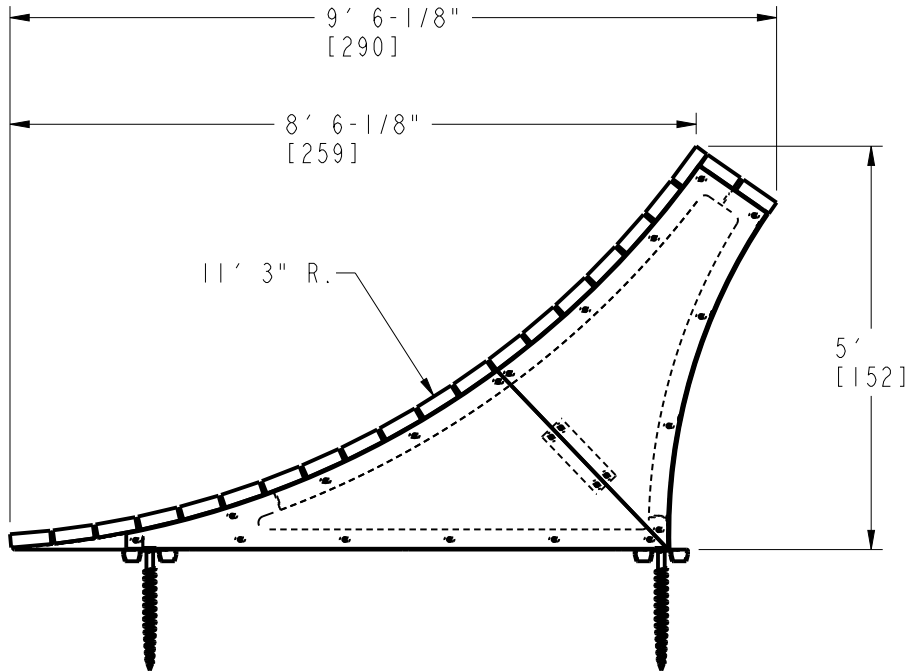
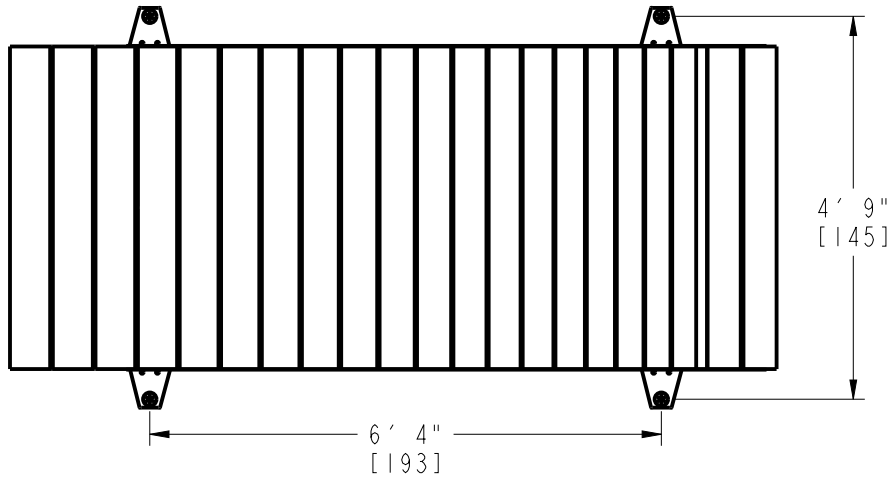
REVISION HISTORY		
REV	DESCRIPTION	REV
		Item # 5.



9	170510596	SCREW ANCHOR PLATE, SINGLE, 1.5\"/>	
8	170510568	KICKER ENCLOSURE, SIDE, UPPER	2
7	170510567	KICKER ENCLOSURE, SIDE, LOWER	2
6	170510566	5' KICKER BACK ENCLOSURE, 24\"/>	
5	170250048	48\"/>	
4	170200091	SPLICE PLATE ASSEMBLY, 4\"/>	
3	170110288	KICKER FRAME, 24\"/>	
2	170110287	5' KICKER FRAME, 24\"/>	
1	110460024	EARTH ANCHOR, 18\"/>	
ITEM	PART NUMBER	DESCRIPTION	QTY

TOLERANCES UNLESS OTHERWISE SPECIFIED (X.X) : ±0.125 (X.XX) : ±0.060 (X.XXX) : ±0.030 ANGULAR : ±1.0°				601 S. MCKINLEY AVE. JOPLIN, MO 64801-3220 PH: 855-727-7267 www.progressivebikeramps.com	
DIMENSIONS ARE IN INCHES DRAWN BY : R. BOTTS Aug-16-22		PROPRIETARY THIS DOCUMENT CONTAINS PROPRIETARY DATA BELONGING TO PROGRESSIVE BIKE RAMPS. IT IS NOT TO BE COPIED OR DISTRIBUTED TO ANYONE WITHOUT WRITTEN PERMISSION.		KICKER RAMP 5' HIGH, 48" WIDE, EA	
RELEASE LEVEL 713		REVISION LEVEL -		MASS (POUNDS) 713	
DWG NO. KCR-5481		SHEET NO. 432		DO NOT SCALE THIS PRINT	

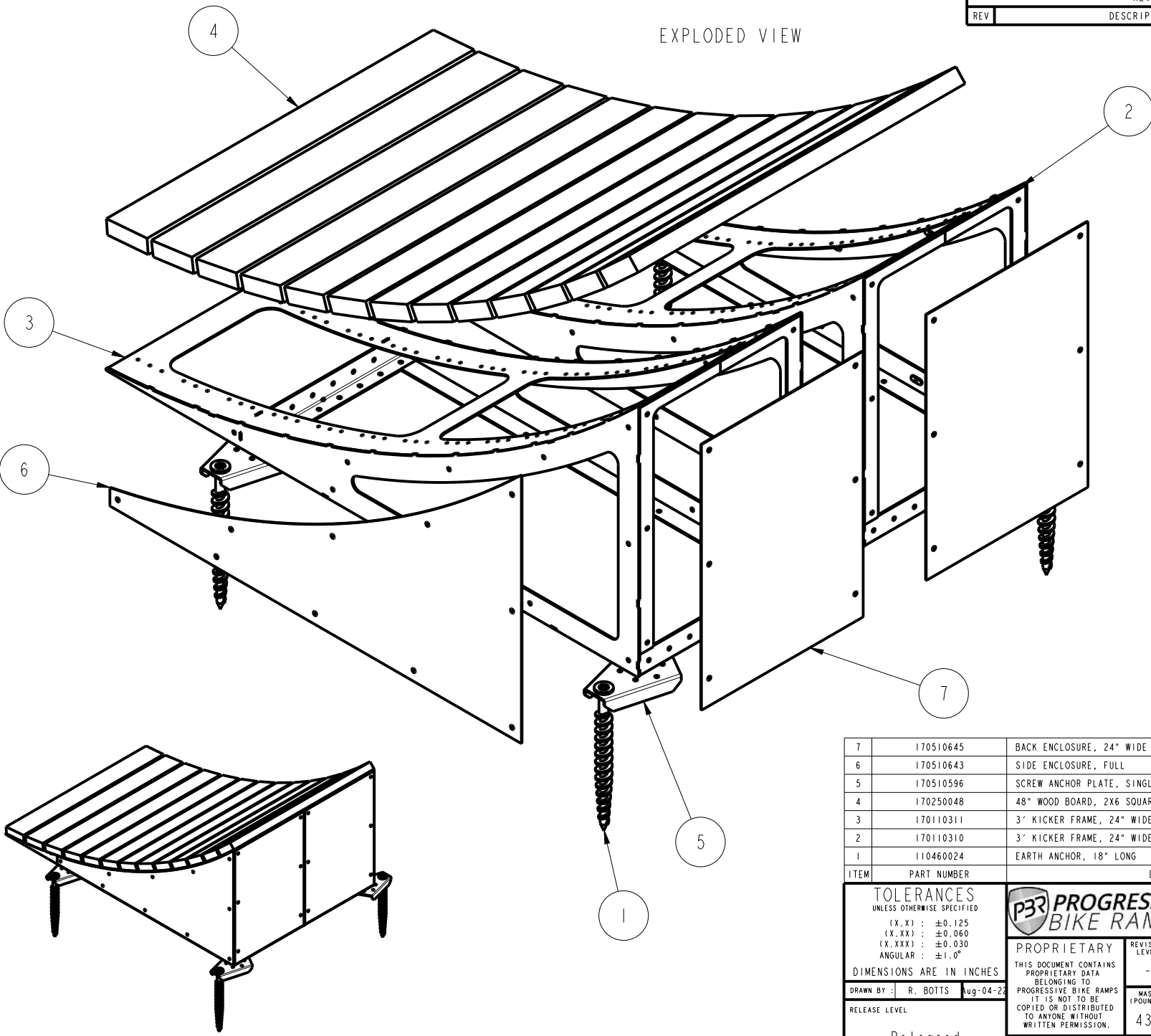
Released



<p>TOLERANCES UNLESS OTHERWISE SPECIFIED</p> <p>(X.X) : ±0.125 (X.XX) : ±0.060 (X.XXX) : ±0.030 ANGULAR : ±1.0°</p>		<p>P3R PROGRESSIVE BIKE RAMPS</p> <p>601 S. MCKINLEY AVE. JOPLIN, MO 64801-3220 PH: 855-727-7267 www.progressivebikeramps.com</p>	
<p>DIMENSIONS ARE IN INCHES</p> <p>DRAWN BY : R. BOTTS Aug-16-22</p>		<p>PROPRIETARY</p> <p>THIS DOCUMENT CONTAINS PROPRIETARY DATA BELONGING TO PROGRESSIVE BIKE RAMPS. IT IS NOT TO BE COPIED OR DISTRIBUTED TO ANYONE WITHOUT WRITTEN PERMISSION.</p>	<p>REVISION LEVEL</p> <p>-</p> <p>MASS (POUNDS)</p> <p>713</p>
<p>RELEASE LEVEL</p> <p>Released</p>		<p>KICKER RAMP</p> <p>5' HIGH, 48" WIDE, EA</p> <p>DWG NO. KCR-5481</p>	<p>SHE 433</p>
<p>DO NOT SCALE THIS PRINT</p>			

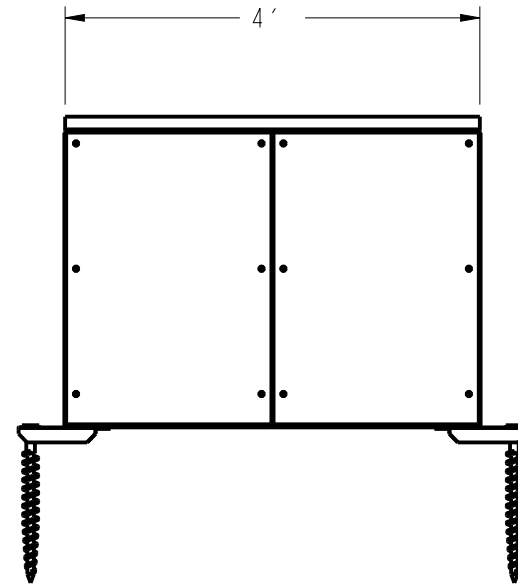
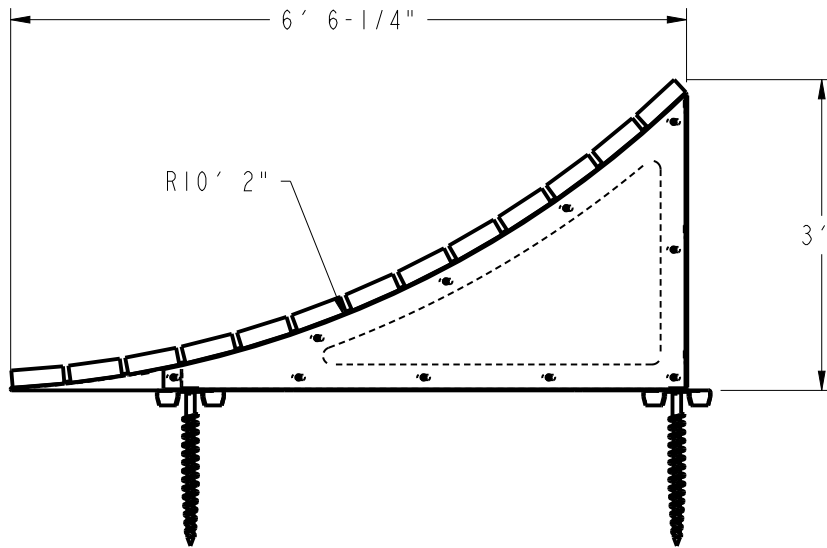
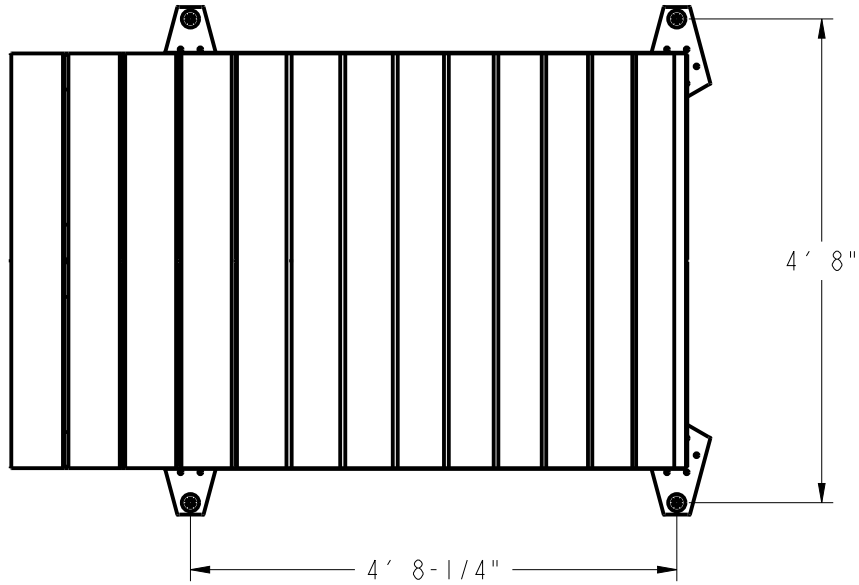
REVISION HISTORY		
REV	DESCRIPTION	REV
		Item # 5.

EXPLODED VIEW



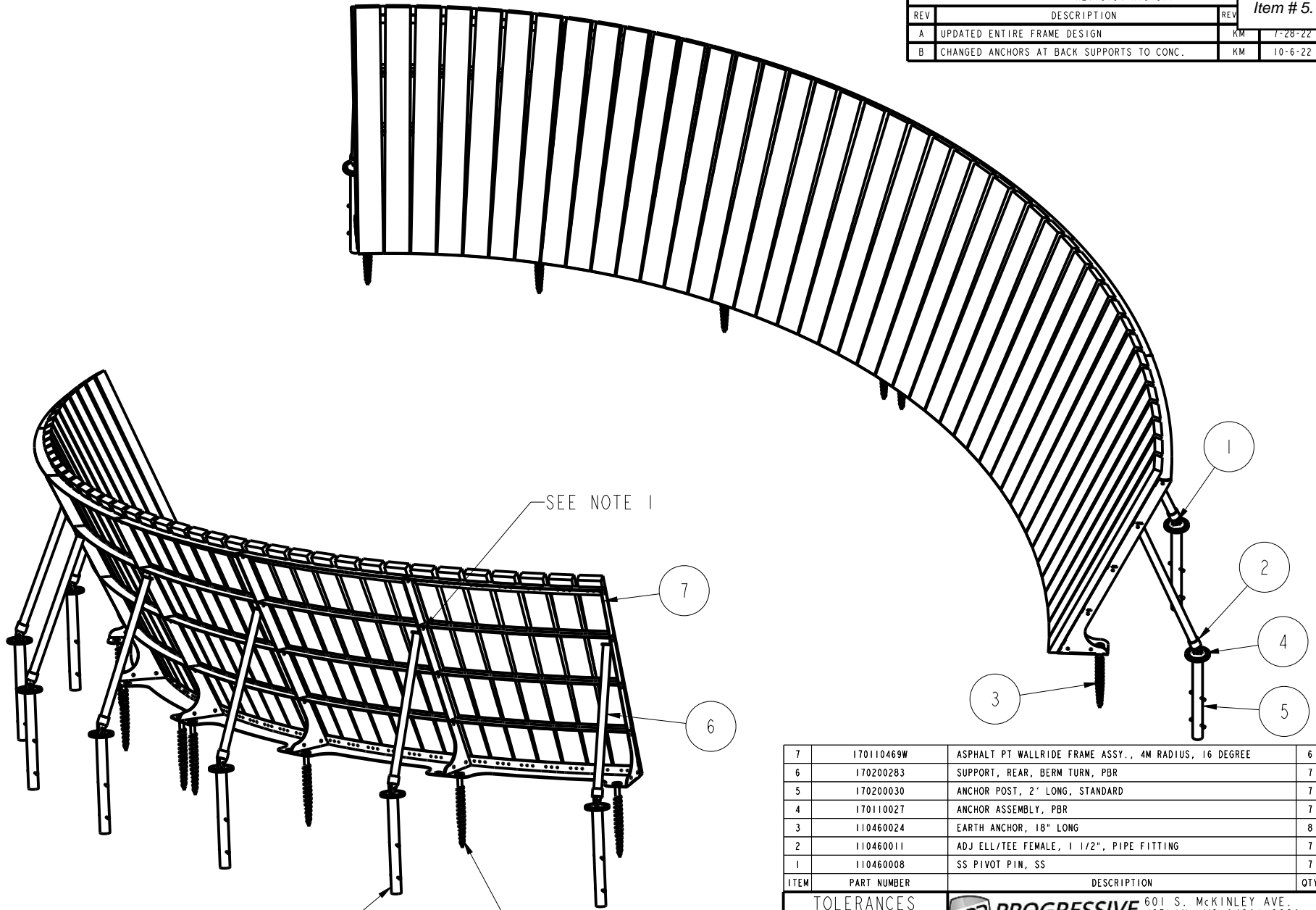
ITEM	PART NUMBER	DESCRIPTION	QTY
7	170510645	BACK ENCLOSURE, 24" WIDE	2
6	170510643	SIDE ENCLOSURE, FULL	2
5	170510596	SCREW ANCHOR PLATE, SINGLE, 1.5" ANCHOR HOLE	4
4	170250048	48" WOOD BOARD, 2X6 SQUARE CUT	13
3	170110311	3' KICKER FRAME, 24" WIDE, RIGHT	1
2	170110310	3' KICKER FRAME, 24" WIDE, BOTH	1
1	110460024	EARTH ANCHOR, 18" LONG	4

TOLERANCES UNLESS OTHERWISE SPECIFIED (X.X) : ±0.125 (X.XX) : ±0.060 (X.XXX) : ±0.030 ANGULAR : ±1.0°				601 S. MCKINLEY AVE. JOPLIN, MO 64801-3220 PH: 855-727-7267 www.progressivebikeramps.com	
DIMENSIONS ARE IN INCHES DRAWN BY : R. BOTTS Aug-04-22		PROPRIETARY THIS DOCUMENT CONTAINS PROPRIETARY DATA BELONGING TO PROGRESSIVE BIKE RAMPS IT IS NOT TO BE COPIED OR DISTRIBUTED TO ANYONE WITHOUT WRITTEN PERMISSION.	REVISION LEVEL -	KICKER RAMP 3' HIGH, 48" WIDE, EA	
RELEASE LEVEL Released		MASS (POUNDS) 435	DWG NO. KCR-3481	SHE 434	



<p>TOLERANCES UNLESS OTHERWISE SPECIFIED</p> <p>(X.X) : ±0.125 (X.XX) : ±0.060 (X.XXX) : ±0.030 ANGULAR : ±1.0°</p>		<p>P3R PROGRESSIVE BIKE RAMPS</p>		<p>601 S. MCKINLEY AVE. JOPLIN, MO 64801-3220 PH: 855-727-7267 www.progressivebikeramps.com</p>	
<p>DIMENSIONS ARE IN INCHES</p>		<p>PROPRIETARY THIS DOCUMENT CONTAINS PROPRIETARY DATA BELONGING TO PROGRESSIVE BIKE RAMPS. IT IS NOT TO BE COPIED OR DISTRIBUTED TO ANYONE WITHOUT WRITTEN PERMISSION.</p>		<p>REVISION LEVEL -</p>	
<p>DRAWN BY : R. BOTTS Aug-04-22</p>		<p>MASS (POUNDS) 435</p>		<p>KICKER RAMP 3' HIGH, 48" WIDE, EA</p>	
<p>RELEASE LEVEL Released</p>		<p>DWG NO. KCR-3481</p>		<p>SHE 435</p>	
<p>DO NOT SCALE THIS PRINT</p>					

REVISION HISTORY			
REV	DESCRIPTION	REV	Item # 5.
A	UPDATED ENTIRE FRAME DESIGN	KM	1-28-22
B	CHANGED ANCHORS AT BACK SUPPORTS TO CONC.	KM	10-6-22



SEE NOTE 1

7

6

1

2

4

5

3

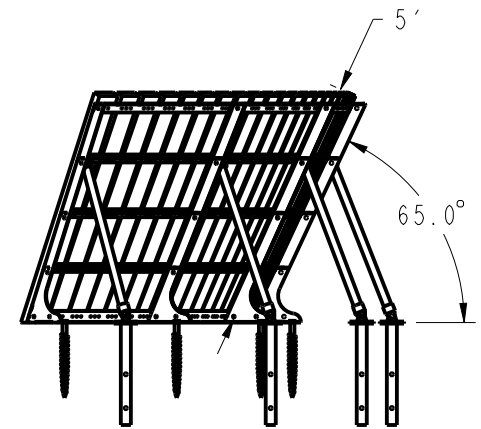
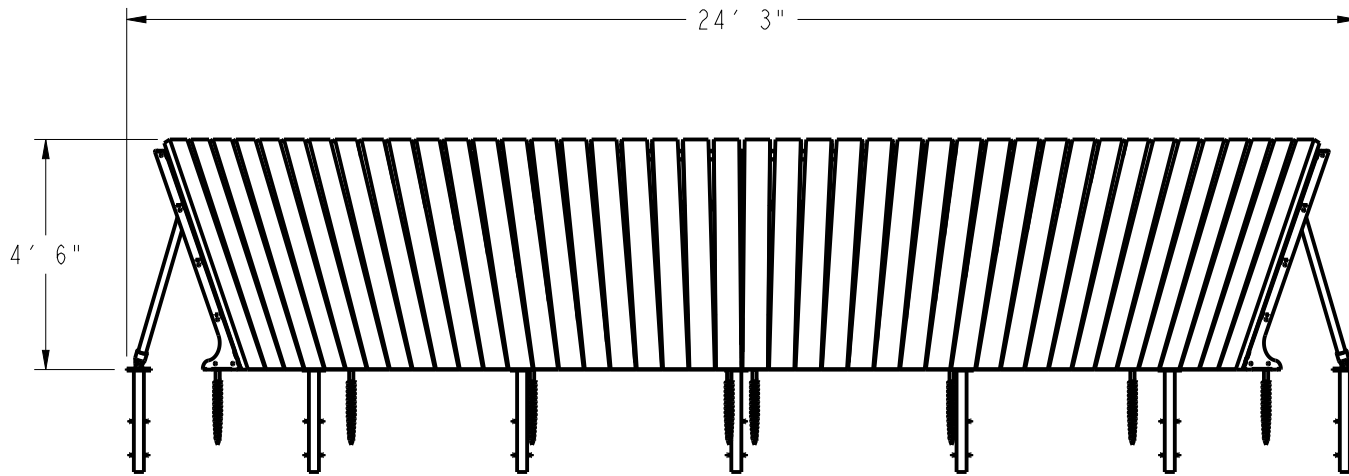
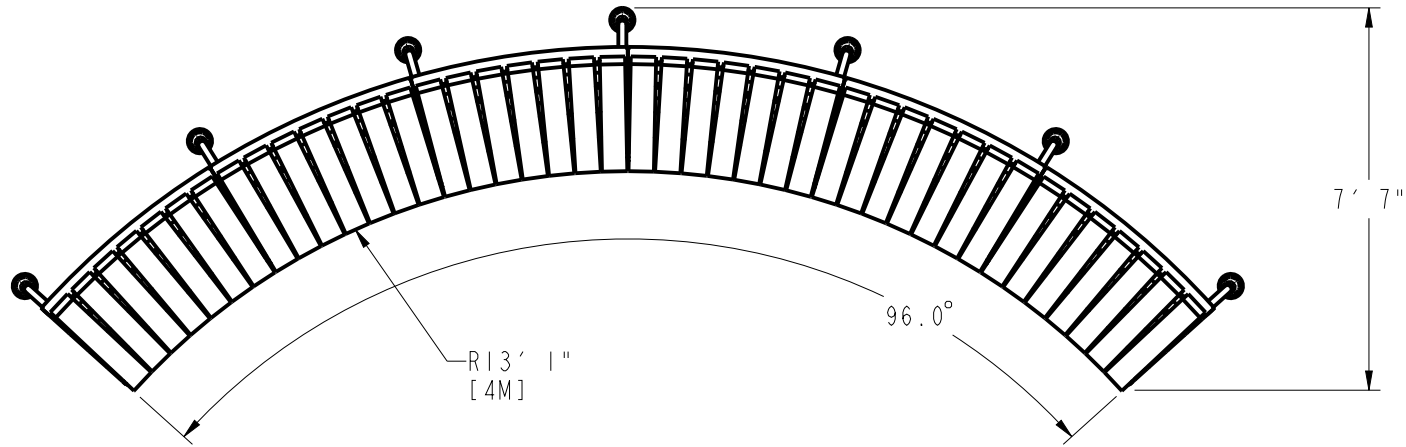
SEE NOTE 3

SEE NOTE 2

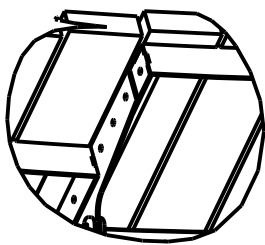
- NOTES:
1. USE 1-1/4" LONG FASTENERS AT ALL INSIDE SUPPORTS
 2. ONE EARTH ANCHOR PER FRAME EXCEPT FOR BOTH OUTER FRAMES WILL USE 2
 3. USE CONCRETE FORMING TUBE FOR EACH REAR SUPPORT

ITEM	PART NUMBER	DESCRIPTION	QTY
7	170110469W	ASPHALT PT WALLRIDE FRAME ASSY., 4M RADIUS, 16 DEGREE	6
6	170200283	SUPPORT, REAR, BERM TURN, PBR	7
5	170200030	ANCHOR POST, 2' LONG, STANDARD	7
4	170110027	ANCHOR ASSEMBLY, PBR	7
3	110460024	EARTH ANCHOR, 18" LONG	8
2	110460011	ADJ ELL/TEE FEMALE, 1 1/2", PIPE FITTING	7
1	110460008	SS PIVOT PIN, SS	7

TOLERANCES UNLESS OTHERWISE SPECIFIED (X.X) : ±0.125 (X.XX) : ±0.060 (X.XXX) : ±0.030 ANGULAR : ±1.0°				601 S. MCKINLEY AVE. JOPLIN, MO 64801-3220 PH: 855-727-7267 www.progressivebikeramps.com	
DIMENSIONS ARE IN INCHES DRAWN BY : K.MEIER Ju1-14-22		PROPRIETARY THIS DOCUMENT CONTAINS PROPRIETARY DATA BELONGING TO PROGRESSIVE BIKE RAMPS. IT IS NOT TO BE COPIED OR DISTRIBUTED TO ANYONE WITHOUT WRITTEN PERMISSION.		REVISION LEVEL B MASS (POUNDS) 1066	
RELEASE LEVEL Released		ASPHALT PT WALLRIDE 4M RADIUS, 90 DEGREES DWG NO. APT-4903		SHE 436	
DO NOT SCALE THIS PRINT					



<p>TOLERANCES UNLESS OTHERWISE SPECIFIED</p> <p>(X.X) : ± 0.125 (X.XX) : ± 0.060 (X.XXX) : ± 0.030 ANGULAR : $\pm 1.0^\circ$</p>		<p>P3R PROGRESSIVE BIKE RAMPS 601 S. MCKINLEY AVE. JOPLIN, MO 64801-3220 PH: 855-727-7267 www.progressivebikeramps.com</p>	
<p>DIMENSIONS ARE IN INCHES</p>		<p>PROPRIETARY THIS DOCUMENT CONTAINS PROPRIETARY DATA BELONGING TO PROGRESSIVE BIKE RAMPS. IT IS NOT TO BE COPIED OR DISTRIBUTED TO ANYONE WITHOUT WRITTEN PERMISSION.</p>	<p>REVISION LEVEL B</p> <p>MASS (POUNDS) 1066</p>
<p>DRAWN BY : K. MEIER Jul-28-22</p>		<p>ASPHALT PT WALLRIDE 4M RADIUS, 90 DEGREES</p>	
<p>RELEASE LEVEL Released</p>		<p>DWG NO. APT-4903</p>	
<p>THIRD ANGLE PROJECTION</p>		<p>DO NOT SCALE THIS PRINT</p>	
		<p>SHE 437</p>	



DETAIL A
SEE NOTE 5

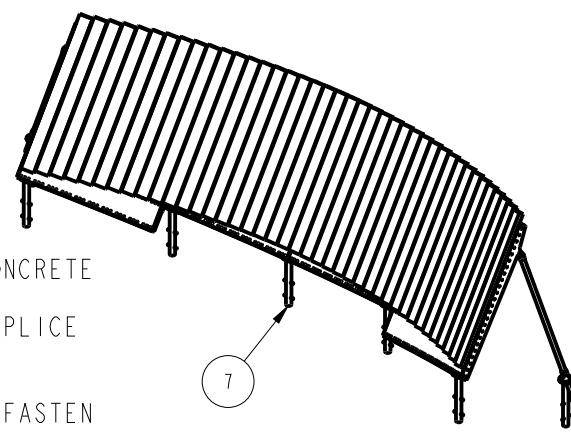
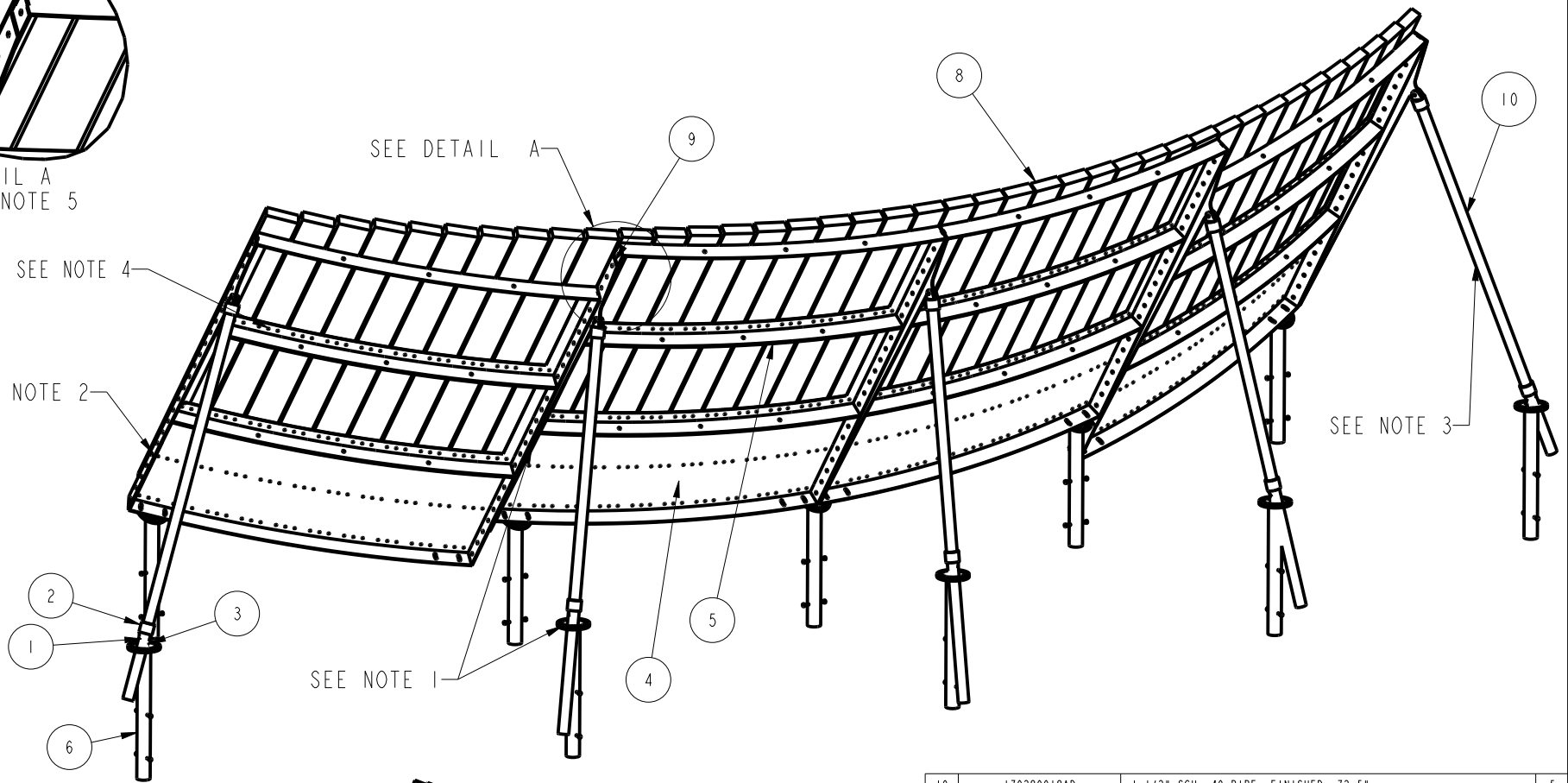
SEE NOTE 4

SEE NOTE 2

SEE DETAIL A

SEE NOTE 3

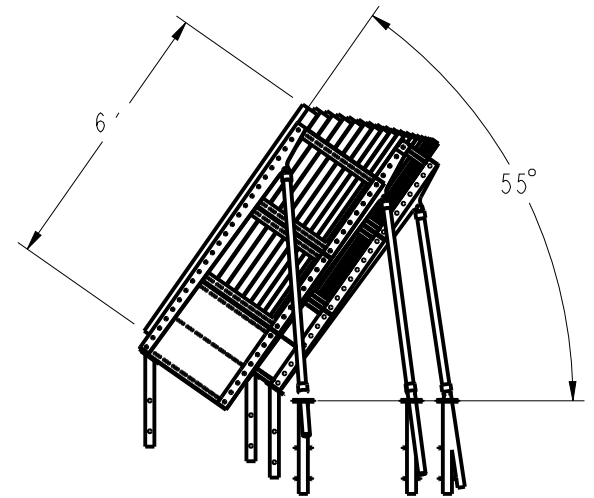
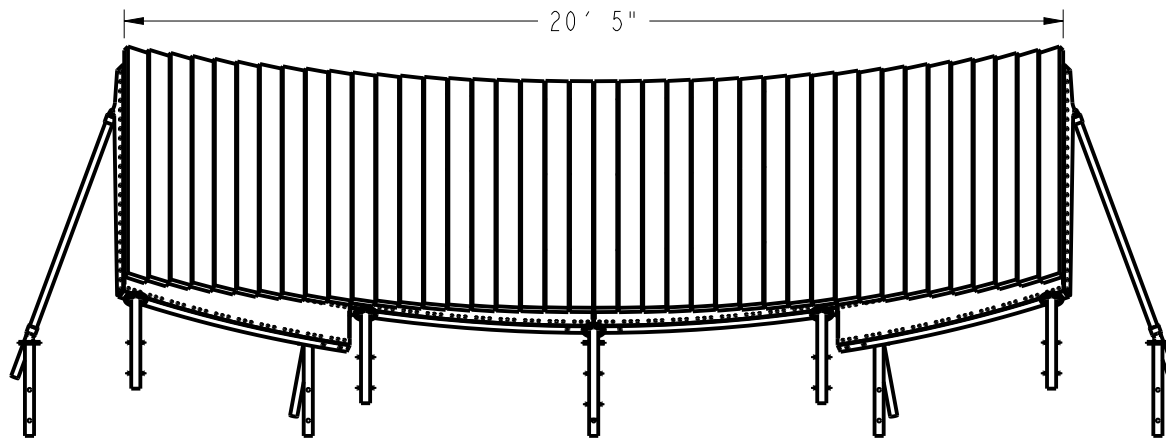
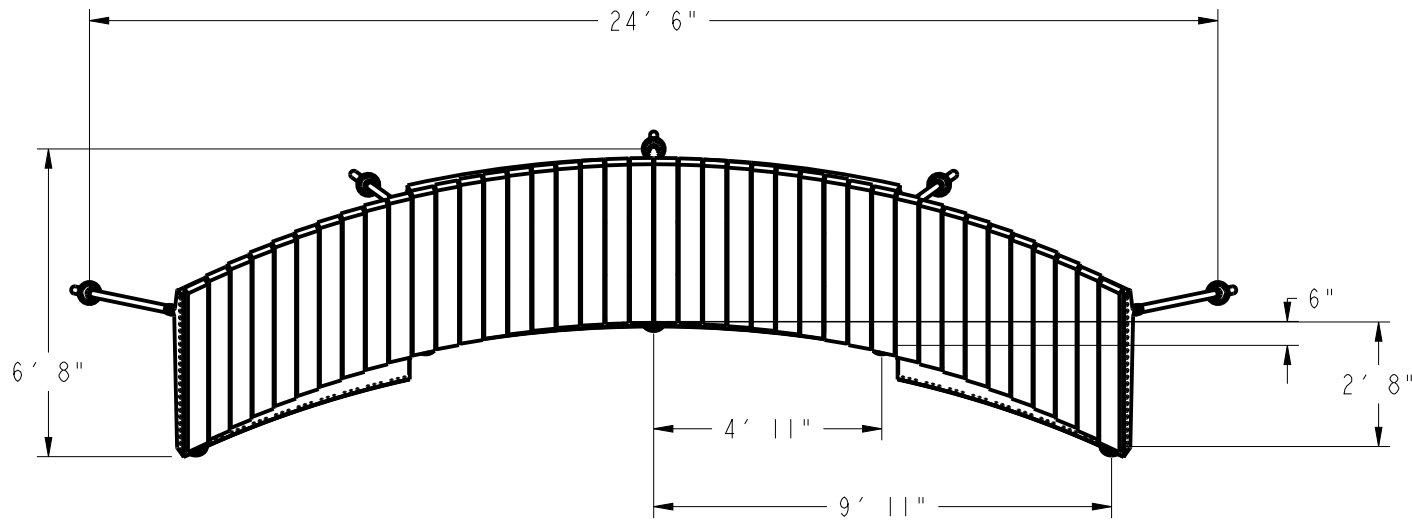
SEE NOTE 1



- NOTES:
1. USE 1-1/4" LONG FASTENERS FOR CONCRETE ANCHORS AND ALL CENTER JOINTS.
 2. USE BUTTON HEAD BOLT FOR OUTER SPLICE PLATES.
 3. SUPPORTS CAN BE CUT AS NEEDED.
 4. USE 1/4" X 1-1/4" LAG SCREWS TO FASTEN BOARDS (12 SCREWS PER BOARD).
 5. 12" FRAME OFFSET HERE. SPLICE PLATE TO BE 3" BELOW UPPER FRAME.

ITEM	PART NUMBER	DESCRIPTION	QTY
10	170280018AD	1 1/2" SCH. 40 PIPE, FINISHED, 72.5"	5
9	170510218	SPLICE PLATE, 6" HIGH, MODULAR WALL RIDE	5
8	170250072	72" CEDAR LUMBER, 2X6 SQUARE CUT	40
7	170200066	ANCHOR POST, 55 DEG. WALL RIDE, PBR	5
6	170200030	ANCHOR POST, 2" LONG, STANDARD	5
5	170110100	WALL RIDE SECTION, 20' R. OPEN PANEL, PBR	8
4	170110099	WALL RIDE SECTION, 20' R. SOLID PANEL, PBR	4
3	170110027	ANCHOR ASSEMBLY, PBR	5
2	110460011	ADJ ELL/TEE FEMALE, 1 1/2", PIPE FITTING	10
1	110460008	SS PIVOT PIN, SS	10

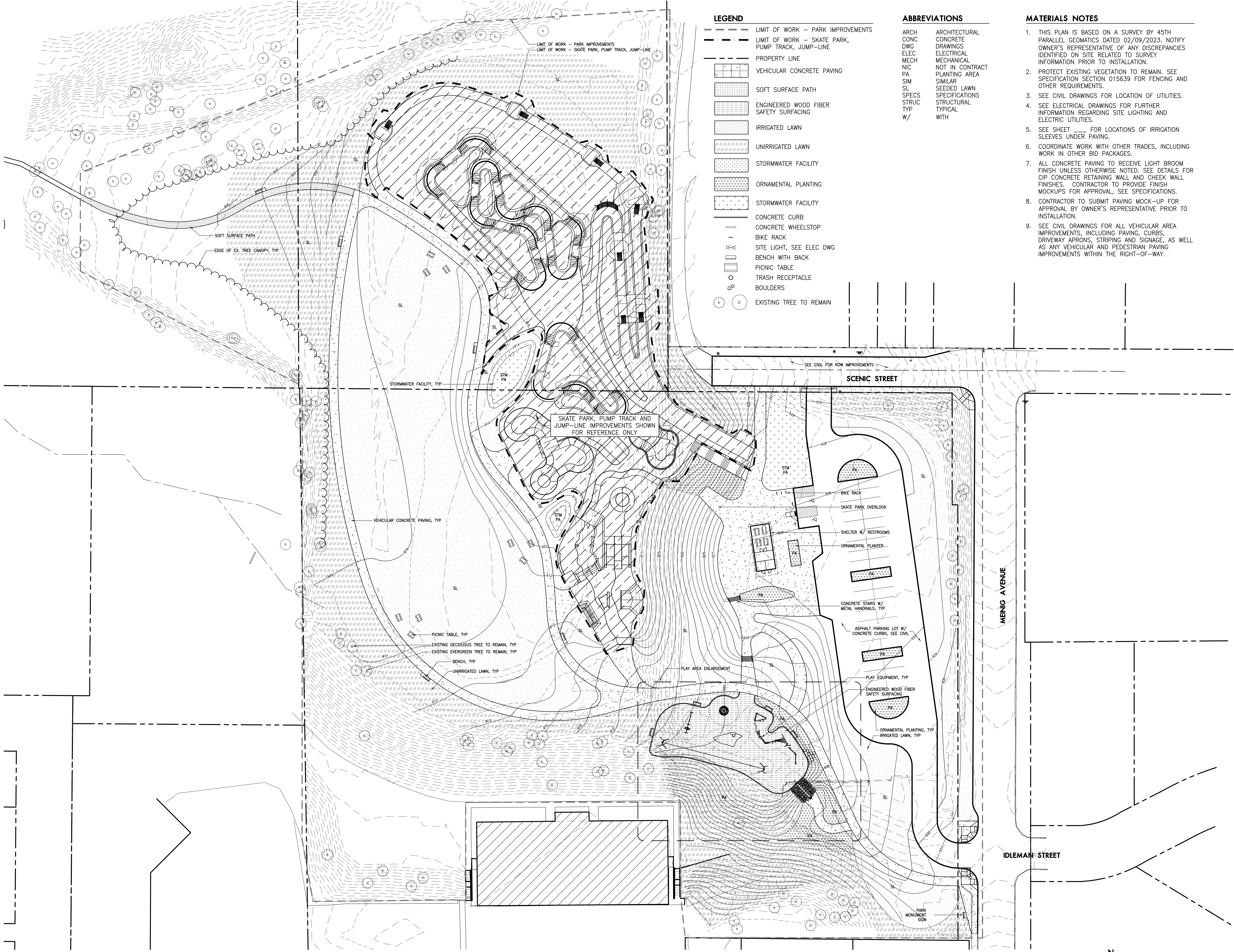
TOLERANCES <small>UNLESS OTHERWISE SPECIFIED</small> (X.X) : ±0.125 (X.XX) : ±0.060 (X.XXX) : ±0.030 ANGULAR : ±1.0°				601 S. MCKINLEY AVE. JOPLIN, MO 64801-3220 PH: 855-727-7267 www.progressivebikeramps.com	
DIMENSIONS ARE IN INCHES DRAWN BY: K. MEIER eb-23-22		PROPRIETARY <small>THIS DOCUMENT CONTAINS PROPRIETARY DATA BELONGING TO PROGRESSIVE BIKE RAMPS IT IS NOT TO BE COPIED OR DISTRIBUTED TO ANYONE WITHOUT WRITTEN PERMISSION.</small>	REVISION LEVEL -	BEGINNER CURVED WALL 6' HIGH, 20' LONG, CONCRETE	
RELEASE LEVEL Released		MASS (POUNDS) 1258	DWG NO. BCW-6202	SHEET NO. 438	



<p>TOLERANCES UNLESS OTHERWISE SPECIFIED</p> <p>(X.X) : ±0.125 (X.XX) : ±0.060 (X.XXX) : ±0.030 ANGULAR : ±1.0°</p>		<p>P3R PROGRESSIVE BIKE RAMPS 601 S. MCKINLEY AVE. JOPLIN, MO 64801-3220 PH: 855-727-7267 www.progressivebikeramps.com</p>	
<p>DIMENSIONS ARE IN INCHES</p>		<p>PROPRIETARY THIS DOCUMENT CONTAINS PROPRIETARY DATA BELONGING TO PROGRESSIVE BIKE RAMPS. IT IS NOT TO BE COPIED OR DISTRIBUTED TO ANYONE WITHOUT WRITTEN PERMISSION.</p>	<p>REVISION LEVEL - REVISION LEVEL</p>
<p>DRAWN BY : K.MEIER eb-23-2</p>		<p>MASS (POUNDS) 1258</p>	<p>BEGINNER CURVED WALL 6' HIGH, 20' LONG, CONCRETE</p>
<p>RELEASE LEVEL Released</p>		<p>DWG NO. BCW-6202</p>	<p>SHE 439</p>

ATTACHMENT B DRAWINGS AND SPECIFICATIONS

SITE PLAN



LEGEND

- LIMIT OF WORK - PARK IMPROVEMENTS
- LIMIT OF WORK - SKATE PARK, PUMP TRACK, JUMP-LINE
- PROPERTY LINE
- [Hatched Box] VEHICULAR CONCRETE PAVING
- [Hatched Box] SOFT SURFACE PATH
- [Hatched Box] ENGINEERED WOOD FIBER SAFETY SURFACING
- [Hatched Box] IRRIGATED LAWN
- [Hatched Box] UNIRRIGATED LAWN
- [Hatched Box] STORMWATER FACILITY
- [Hatched Box] ORNAMENTAL PLANTING
- [Hatched Box] STORMWATER FACILITY
- [Line] CONCRETE CURB
- [Line] CONCRETE WHEELSTOP
- [Symbol] BIKE RACK
- [Symbol] SITE LIGHT, SEE ELEC DWG
- [Symbol] BENCH WITH BACK
- [Symbol] PICNIC TABLE
- [Symbol] TRASH RECEPTACLE
- [Symbol] BOULDERS
- [Circle] EXISTING TREE TO REMAIN

ABBREVIATIONS

- | | |
|-------|-----------------|
| ARCH | ARCHITECTURAL |
| CONC | CONCRETE |
| DWG | DRAWINGS |
| ELEC | ELECTRICAL |
| MECH | MECHANICAL |
| NIC | NOT IN CONTRACT |
| PA | PLANTING AREA |
| SIM | SIMILAR |
| SL | SEEDED LAWN |
| SPECS | SPECIFICATIONS |
| STRUC | STRUCTURAL |
| TYP | TYPICAL |
| W/ | WITH |

MATERIALS NOTES

1. THIS PLAN IS BASED ON A SURVEY BY 45TH PARALLEL GEOMATICS DATED 02/09/2023. NOTIFY OWNER'S REPRESENTATIVE OF ANY DISCREPANCIES IDENTIFIED ON SITE RELATED TO SURVEY INFORMATION PRIOR TO INSTALLATION.
2. PROTECT EXISTING VEGETATION TO REMAIN. SEE SPECIFICATION SECTION 015639 FOR FENCING AND OTHER REQUIREMENTS.
3. SEE CIVIL DRAWINGS FOR LOCATION OF UTILITIES.
4. SEE ELECTRICAL DRAWINGS FOR FURTHER INFORMATION REGARDING SITE LIGHTING AND ELECTRIC UTILITIES.
5. SEE SHEET ___ FOR LOCATIONS OF IRRIGATION SLEEVES UNDER PAVING.
6. COORDINATE WORK WITH OTHER TRADES, INCLUDING WORK IN OTHER BID PACKAGES.
7. ALL CONCRETE PAVING TO RECEIVE LIGHT BROOM FINISH UNLESS OTHERWISE NOTED. SEE DETAILS FOR CIP CONCRETE RETAINING WALL AND CHEEK WALL FINISHES. CONTRACTOR TO PROVIDE FINISH MOCKUPS FOR APPROVAL. SEE SPECIFICATIONS.
8. CONTRACTOR TO SUBMIT PAVING MOCK-UP FOR APPROVAL BY OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION.
9. SEE CIVIL DRAWINGS FOR ALL VEHICULAR AREA IMPROVEMENTS, INCLUDING PAVING, CURBS, DRIVEWAY APRONS, STRIPING AND SIGNAGE, AS WELL AS ANY VEHICULAR AND PEDESTRIAN PAVING IMPROVEMENTS WITHIN THE RIGHT-OF-WAY.

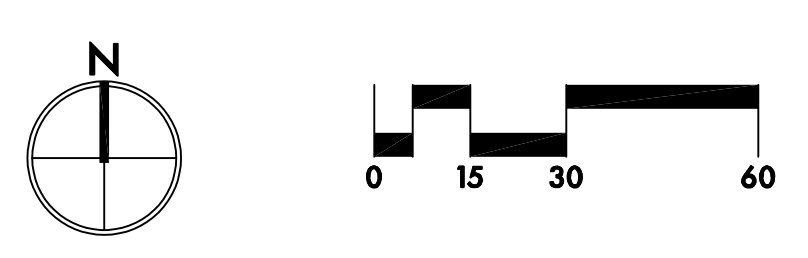
LANDSCAPE ARCHITECTS PC
lango . hansen
 1100 NW GILSAN #3B PORTLAND OR 97209 T 503.295.2437

SANDY COMMUNITY CAMPUS PARK
 CITY OF SANDY PARKS AND RECREATION
 CITY OF SANDY
 17165 SE MENIG AVE
 SANDY, OR 97055

30% SET

REVISIONS

SCALE	AS NOTED
DRAWN BY	BDM
DATE	06.01.23
PROJECT NO.	2239



ATTACHMENT C GENERAL CONSTRUCTION SPECIFICATIONS

GENERAL COORDINATION SPECIFICATION

(GC)	GENERAL CONTRACTOR
(DB)	DESIGN-BUILD CONTRACTOR
(SP/PT/JL)	SKATEPARK/PUMPTRACK/JUMP LINE

CONSTRUCTION RESPONSIBILITY IS NOTED BELOW:

CLEARING

GC CLEAR AND GRUB SITE, REMOVE TREES AS NECESSARY

UTILITIES

GC INSTALL UTILITY CONNECTIONS TO AREA DRAIN LOCATIONS WITHIN SP, STUB UP FOR DB TO CONNECT TO.
 DB DB TO PROVIDE AREA DRAIN GRATE, FRAME AND BASIN AND CONNECT TO PIPE.
 DB FOR DRYWELL AREAS (WITHIN PUMPTRACK), DB TO PROVIDE DRAIN ROCK, DRY WELL AS NECESSARY TO ACCOMMODATE DRAINAGE.

GRADING

GC GC TO PROVIDE ROUGH GRADING OF ALL AREAS TO WITHIN 10-INCHES (PLUS/MINUS) OF FINAL GRADE NOT INCLUDED TRANSITION BOWLS FOR SP/PT/JL.
 DB DB IS RESPONSIBLE FOR ADDING NECESSARY DRAIN ROCK/FILL MATERIAL/TOPSOIL FOR CONCRETE/ASPHALT/PLANTING AREAS TO ACHIEVE FINAL GRADE.
 GC GC TO PROVIDE A STOCKPILE OF TOPSOIL THAT APPROXIMATES THE NECESSARY FILL MATERIAL FOR LANDSCAPE PLANTED AREAS WITHIN SP/PT/JL.
 DB DB TO CONFIRM TOPSOIL QUANTITY NEEDED PRIOR TO CONSTRUCTION.
 DB DB TO BE RESPONSIBLE FOR TRANSPORTING TOPSOIL FROM STOCKPILE TO AREAS WITHIN THEIR SCOPE AND AMENDING SOIL WITH 2-INCHES OF COMPOST.
 DB DB TO COORDINATE WITH GC PRIOR TO CONSTRUCTION FOR ALL GRADING AND EARTHWORK OF THE SP/PT/JL SCOPE.

PLANTING

DB DB WILL BE RESPONSIBLE FOR PLANTING (SOD/SEED) ALL EXPOSED AREAS. SODDING OF AREAS **SHALL NOT COMMENCE UNTIL SEPTEMBER 30TH**.

GENERAL SKATEPARK CONSTRUCTION SPECIFICATIONS

GENERAL NOTES:

1. SITE TO BE GRADED AS PER PLAN.
2. ALL WORK PERFORMED TO COMPLY WITH ALL APPLICABLE NATIONAL, STATE, AND/OR LOCAL BUILDING CODES.

3. ALL SOIL USED IN CONSTRUCTION SHALL BE VIBRATORY HAND ROLLED TO 95% MAX. STANDARD PROCTOR DENSITY PRIOR TO ANY POURING OF CONCRETE ON SITE.
4. CONTRACTOR SHALL TAKE ALL PRECAUTIONS ON SITE INVOLVING RUN OFF, BY USING EITHER SILT SOCKS, SILT FENCE, OR HAY BALE DIKES, IN ACCORDANCE WITH COUNTY REGULATIONS.
5. CONTRACTOR SHALL NOTIFY ALL UTILITIES TO ALL FOR LOCATION OF ANY BURIED SERVICES IN THE AREA PRIOR TO BEGINNING OF CONSTRUCTION. ANY SERVICES SHOWN IN THE SET ARE FOR REFERENCE ONLY, AND MAY NOT SHOW ALL SERVICES CURRENTLY ON SITE. CONTRACTOR SHALL WAIT A MINIMUM OF TWO (2) BUSINESS DAYS TO ALLOW UTILITIES TO BE LOCATED.
6. CONTRACTOR ASSUMES ALL RESPONSIBILITY FOR ANY DAMAGED PROPERLY MARK UTILITIES. ANY UTILITIES. ANY UTILITIES DAMAGED WILL BE SOLELY THE CONTRACTORS RESPONSIBILITY TO REPAIR AND SHALL PROVIDE ALL EXPENSES ASSOCIATED WITH THE DAMAGE.
7. CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS, TRANSPORTATION, AND SERVICES NECESSARY TO FURNISH AND INSTALL ALL CONSTRUCTION ELEMENTS AND SHOWN IN THIS SET OF PLANS AND NOTES.
8. CONTRACTOR SHALL IMPLEMENT THE CONSTRUCTION OF THE SKATEPARK PROJECT, INCLUDING BUT NOT LIMITED TO, CONSTRUCTION OF THE SITE GRADING, SKATE PARK IMPROVEMENTS, AND/OR ANY SWPPP THAT MAY BE REQUIRED (PER LOCAL OR STATE REGULATIONS).
9. GENERAL CONTRACTOR AND NOT SKATE PARK AND PUMP TRACK CONTRACTOR SHALL BE RESPONSIBLE FOR PLACING CONSTRUCTION FENCING TO ENSURE SAFETY FOR ALL CONSTRUCTION FENCING TO ENSURE SAFETY FOR ALL OTHER PARK USERS.
10. COORDINATING OPERATIONS WITH OTHER WORK OF THE PROJECT. FOR COMBINATION SKATEPARK/PUMP TRACK PROJECTS, MUST PROVIDE SEAMLESS TRANSITION BETWEEN RIDING SURFACES.
11. CONTRACTOR WILL NEED POWER AND WATER TO THE SITE FOR CONSTRUCTION PURPOSES
12. CONTRACTOR WILL BE RESPONSIBLE FOR DIGGING OUT THE BOWLS OF THE SKATE PARK. THIS WILL BE A BALANCE SITE AND THE SOIL MUST BE DISPERSED ONSITE.

SHOTCRETE NOTES:

1. ACI STANDARD 506, LATEST EDITION "SPECIFICATION FOR MATERIALS, PROPORTIONING, AND APPLICATION OF SHOTCRETE" AND ACI 506.2, LATEST EDITION "RECOMMENDED PRACTICES FOR SHOTCRETING" SHALL BE FOLLOWED.
2. CONTRACTOR SHALL HAVE AN ACI-CERTIFIED SHOTCRETE NOZZLEMAN PRESENT FOR CONSTRUCTION (CERTIFICATION MUST BE VALID).
3. ANY IN-PLACE SHOTCRETE MATERIAL WHICH EXHIBITS SAGS OR SLOUGHS, SEGREGATION, HONEYCOMBING, SAND POCKETS OR OTHER OBVIOUS DEFECTS SHALL BE REMOVED AND REPLACED.
4. ANY REBOUND OR ACCUMULATED LOOSE AGGREGATE SHALL BE REMOVED FROM THE SURFACES TO BE COVERED PRIOR TO PLACING THE INITIAL OR ANY SUCCEEDING LAYERS OF SHOTCRETE APPLICATION.

5. JOINTS IN WALLS ARE PERMISSIBLE. AT JOINTS, SHOTCRETE SHALL BE SLOPED TO A THIN EDGE. BEFORE PLACING ADDITIONAL MATERIAL, ALL SURFACES SHALL BE THOROUGHLY CLEANED AND WETTED AND ALL REINFORCING STEEL SHALL BE BRUSHED FREE OF LATENT SHOTCRETE MATERIALS.

6. ALL SURFACES SHALL HAVE A SMOOTH TROWEL FINISH, UNLESS OTHERWISE NOTED.

7. THE CONTRACT WILL PROVIDE ALL BASE ROCK FOR ALL CONCRETE AND ASPHALT WORK.

CONCRETE NOTES:

1. ALL CONCRETE CONSTRUCTION SHALL CONFORM TO AMERICAN CONCRETE INSTITUTE'S "BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE" (ACI 318 - LATEST EDITION) AND "SPECIFICATION FOR STRUCTURAL CONCRETE FOR BUILDINGS" (ACI 301 - LATEST EDITION)

2. REINFORCEMENT SHALL CONFORM TO ASTM "SPECIFICATIONS FOR DEFORMED & PLAIN BILLET-STEEL BARS FOR CONCRETE REINFORCEMENT" - A615 GRADE 60, MINIMUM YIELD STRENGTH OF 60,000 PSI.

3. MINIMUM TO CENTER OF BAR COVERAGE FOR REINFORCEMENT IN SITE-CAST CONCRETE SHALL BE AS FOLLOWS:

CONCRETE CAST AGAINST EARTH-----3"

CONCRETE EXPOSED TO WEATHER OR EARTH

(FORMED) #5 BAR & LARGER---3"

#4 BAR AND SMALLER-2"

4. JOINT MATERIAL FOR COLD JOINTS AND EXPANSION JOINTS SHALL BE "BASF NP1" OR APPROVED EQUIVALENT, INSTALLED AS PER MANUFACTURER'S RECOMMENDATIONS.

5. CONDUITS, PIPES, AND SLEEVES EMBEDDED IN CONCRETE SHALL CONFORM TO THE 2009 IBC.

6. AGGREGATE BASE AS REQUIRED BY LOCAL PRACTICE OR GEOTECHNICAL REPORT, SHALL BE A COMMONLY AVAILABLE MATERIAL, W/ AGGREGATE SIZE RANGING FROM " - " COMPACTED TO NOT LESS THAN 95% OF 38" - " COMPACTED TO NOT LESS THAN 95% OF 34" COMPACTED TO NOT LESS THAN 95% OF MAX. STANDARD PROCTOR DENSITY. THE TOP 12" [300mm] OF SUBGRADE MATERIAL SHALL BE COMPACTED TO 95% OF STANDARD PROCTOR AS PER ASTM D-698.

7. ALL WORK SHALL BE IN ACCORDANCE WITH THE SAFETY AND PERFORMANCE GUIDELINES PERTAINING TO IN-GROUND SKATEPARK FACILITIES AS SPECIFIED IN THE STANDARD GUIDE FOR IN-GROUND CONCRETE SKATEPARK ASTM F-2480

8. SECURE ALL REINFORCING, ANCHOR BOLTS, INSERTS, ETC. RIGIDLY IN PLACE PRIOR TO POURING CONCRETE.

9. ALL REBAR SHALL BE COLD BENT.

10. REMOVE FORMS AT FOLLOWING MINIMUM TIMES AFTER POURING, UNLESS OTHERWISE IDENTIFIED: SLAB EDGES = 24 HOURS, AT WALLS LESS THAN 4'-0" [1.22m] HIGH = 36 HOURS

11. DURING THE CURING PERIOD, CONCRETE SHALL BE MAINTAINED AT A TEMPERATURE ABOVE 40°F [4°C] AND IN MOIST CONDITION. FOR INITIAL CURING, CONCRETE SHALL BE KEPT CONTINUOUSLY MOIST FOR 24 HOURS AFTER PLACEMENT IS COMPLETE. FINAL CURING SHALL CONTINUE FOR SEVEN DAYS AFTER PLACEMENT AND SHALL CONSIST OF APPLICATION OF CURING COMPOUND AS PER ASTM C309. APPLY AT A RATE SUFFICIENT TO RETAIN MOISTURE, BUT

NOT LESS THAN 1 GALLON [4.55L] PER 200 SQUARE FT [18.58m²], COVER CONCRETE WITH POLYETHYLENE PLASTIC TO MAINTAIN TEMPERATURE IF NECESSARY. LAP SEAMS IN THE PLASTIC 6" [15.24cm] AND TAPE, WEIGHT DOWN THE PLASTIC AS NEEDED.

12. WELDED WIRE MESH SHALL NOT BE USED AS A SUBSTITUTE FOR REBAR, UNLESS NOTED IN PLANS OTHERWISE.

SKATEPARK NOTES:

1. ALL SKATEPARK CONCRETE SHALL BE REINFORCED WITH #3 REINFORCING BARS @ 12" O.C. FOR SLABS AND FOR ALL TRANSITIONAL AREAS USING SHOTCRETE), BOTH DIRECTIONS, SEE DETAILS FOR SLAB THICKNESS USED.

2. ALL EDGES AND CORNERS OF CONCRETE FEATURES SHALL HAVE " RADII OR " CHAMFER, AS PER 12" RADII OR " CHAMFER, AS PER 34" CHAMFER, AS PER OWNERS CHOICE, UNLESS NOTED OTHERWISE ON PLANS.

3. CONTRACTOR SHALL VERIFY AND COORDINATE ALL FINISH GRADES AND CURB EDGES WITH RELATED SITE IMPROVEMENTS. CONTRACTOR SHALL REPORT IMMEDIATELY TO THE OWNER'S REPRESENTATIVE ANY CONFLICTS OR DISCREPANCIES FOUND.

4. CONTRACTOR SHALL REMOVE ANY WATER, PONDING, OR DEBRIS FROM SITE, PRIOR TO AND DURING CONSTRUCTION AS REQUIRED, PRIOR TO POURING ANY CONCRETE ON SITE.

5. WRITTEN DIMENSIONS ARE TO TAKE PRECEDENCE OVER ANY SCALED DIMENSIONS, AND IN NO WAY SHALL THE CONTRACTOR SCALE ANY DIMENSIONS DIRECTLY FROM THIS SET FOR ACTUAL CONSTRUCTION USE. CONTRACTOR SHALL VERIFY ALL DIMENSIONS PRIOR TO, AS PART OF LAYOUT, WITH THE UNDERSTANDING THAT SOME DIMENSIONS MAY VARY SLIGHTLY. CONTRACTOR SHALL REPORT IMMEDIATELY TO THE OWNER'S REPRESENTATIVE ANY CONFLICTS OR DISCREPANCIES FOUND ON SITE THAT MAY IMPEDE CONSTRUCTION OF PARK.

6. ALL SKATEPARK CONCRETE SHALL HAVE A SMOOTH HARD TROWEL FINISH.

7. ALL REINFORCING BARS SHALL HAVE AN ALTERNATING 24" OVERLAP; TYP. SEE SPECIFICATIONS FOR FURTHER DETAILS.

8. CONSTRUCTION CONTRACTOR SHALL BE RESPONSIBLE FOR SITE LAYOUT, NOTIFICATION OF UTILITIES, AND CONSTRUCTION STAKING.

CONSTRUCTION NOTES:

1. IN THE AREA OF THE SKATEPARK: EXISTING ORGANIC MATERIAL, UNSUITABLE SOIL, AND OTHER DELETERIOUS MATERIALS SHALL BE REMOVED. FILL MATERIAL REQUIRED SHALL BE OF A SIMILAR TYPE OF SOIL THAT IS PRESENT AT THE SITE EXHIBITING LIQUID LIMIT VALUES BELOW 45 AND PLASTIC INDEX VALUES LESS THAN 25. NO ROCK GREATER THAN 8" SHALL BE ALLOWED IN STRUCTURAL FILL MATERIAL. ALL FILL MATERIAL SHALL BE PLACED IN LOOSE LIFTS NO GREATER THAN 6" IN DEPTH AND SHALL BE COMPACTED TO A DENSITY NO LESS THAN 95% OF THE MAXIMUM STANDARD PROCTOR DRY DENSITY (ASTM D-698) AT A MOISTURE CONTENT OF 3% ABOVE OR BELOW OPTIMUM.

2. ALL SOIL BELOW SLABS AND FOOTINGS SHALL BE PROPERLY COMPACTED AND SUBGRADE BROUGHT TO A REASONABLE TRUE AND LEVEL PLANE BEFORE PLACING CONCRETE. AFTER EXCAVATION FOR FOOTINGS AND FLAT SLABS, AND PRIOR TO PLACEMENT OF STEEL REINFORCEMENT OR CONCRETE, CONTRACTOR TO NOTIFY ENGINEER FOR INSPECTION OF SOIL CONDITIONS.

- 3. EXCAVATION FOR FOOTINGS SHALL BE CUT TO ACCURATE SIZE AND DIMENSIONS AS SHOWN ON PLANS. IF ADEQUATE BEARING IS NOT ENCOUNTERED AT THE MINIMUM ELEVATIONS SPECIFIED, CONTACT THE ENGINEER FOR NEW BEARING ELEVATIONS.
- 4. ALL LOOSE SOILS OR SOILS SOFTENED DUE TO MOISTURE COLLECTION IN THE TRENCH AFTER EXCAVATION SHOULD BE REMOVED BEFORE CONCRETING.
- 5. LEVEL OUT BOTTOM OF EXCAVATIONS FOR STRUCTURES. DO NOT LEAVE HARD SPOTS. THE EXCAVATION FOR FOOTINGS SHALL BE CUT TO ACCURATE SIZE AND DIMENSIONS AS SHOWN ON THE PLANS.
- 6. OWNER, OWNER'S REPRESENTATIVE, OR ENGINEER MAY ORDER ANY PROFESSIONAL TESTS (GEOTECHNICAL REPORTS, SOIL COMPACTION, CONCRETE CYLINDERS, ETC.) AT ANY TIME DURING THE CONSTRUCTION PROCESS. IF THESE TESTS ARE ORDERED AND PASSING, IT WILL BE AT THE COST TO THE OWNER. THE CONTRACTOR WILL BE RESPONSIBLE FOR THE COST OF FAILING TESTS.

GENERAL ASPHALT PUMP TRACK CONSTRUCTION SPECIFICATIONS

BIKE PARK GENERAL NOTES

1. ASPHALT PUMP TRACK SPECIFICATIONS

1.1. WORK ON AN HMA SURFACE PUMP TRACK INCLUDES BUT IS NOT LIMITED TO PROVIDING FIELD DESIGN AND CONSTRUCTION OF AN HMA-SURFACED PUMPTRACK

- 1.1.1. FIELD DESIGN AND CONSTRUCTION OF AN HMA-SURFACED PUMPTRACK FOR ALL AGES AND RIDING ABILITIES
- 1.1.2. THE ABILITY TO RIDE BIKES, SKATEBOARDS, ROLLERBLADES AND SCOOTERS
- 1.1.3. INCLUDE AT LEAST (1) STEEL FRAME, FASTENER FREE WALL RIDE
- 1.1.4 THE ABILITY TO HOST UCI SANCTIONED PUMP TRACK WORLD CHAMPIONSHIP RACES
- 1.1.5. AT MOST 1.5CM HMA PAVING RIDING SURFACE
- 1.1.6. IMPORTING MATERIALS REQUIRED TO COMPLETE THE WORK
- 1.1.7. COORDINATING OPERATIONS WITH OTHER WORK OF THE PROJECT. FOR COMBINATION SKATEPARK/PUMP TRACK PROJECTS, MUST PROVIDE SEAMLESS TRANSITION BETWEEN RIDING SURFACES.

1.2. QUALITY ASSURANCE

1.2.1. CONTRACTOR IS REQUIRED TO MEASURE ALL SUB-GRADES AND FINISH GRADES TO LASER LEVEL ACCURACY AND SHALL PROVIDE A LAST LEVEL ON SITE FOR THE OWNER TO USE FOR CHECKING IF DESIRED

1.2.2. SUBGRADES: PLUS MINUS 1.5CM IN 3M OF DESIGN ELEVATIONS

1.2.3. OTHER UNPAVED AREAS PLUS OR MINUS 3 CM IN 3M FROM DESIGN

1.2.4. COMPACTION FILLS EMBANKMENTS , FINISH GRADES, AND ALL IMPORTED AGGREGATES TO A MAXIMUM OF 95% DRY DENSITY(MDD AS DETERMINED BY ASTM: D 1557 OR AS OTHERWISE NOTED

1.3. FIELD SURVEYING

FIELD SURVEYING SHALL BE CONDUCTED TO BE LASER ACCURATE TO ONE 0.25 CM. LASER LEVEL SHALL BE PRESENT ON SITE AND AVAILABLE FOR USE BY OWNER TO CHECK GRADES

1.4. PUMP TRACK DIMENSIONS

START PLATFORM HEIGHT - 1.3M

BERM HEIGHTS - MAX 1.3M

PUMP SPACING - 2.4M TO 5.5M - VARIES BY HEIGHT

BERM RADII - 90-180 DEGREE

1.5. PROTECTION OF EXISTING FACILITIES

1.5.1. UTILITIES: THE CONTRACTOR SHALL PROTECT FROM DAMAGE, PRIVATE AND PUBLIC UTILITIES. VERIFY THE LOCATIONS OF UNDERGROUND UTILITIES, CALL LOCAL SERVICE A MINIMUM 48 HOUR PRIOR TO EXCAVATION. VERIFY LOCATION OF UTILITIES AND IDENTIFY THOSE TO REMAIN INTACT AND IN CONTINUOUS OPERATION. PROTECT ACTIVE UTILITIES ENCOUNTERED.

1.5.2. PAVEMENT: THE CONTRACTOR SHALL PROTECT FROM DAMAGE ALL NEW AND EXISTING PAVEMENT OR PAVED AREAS INCLUDING CURBS AND WALK INTENDED TO REMAIN. CONTRACTOR SHALL BE RESPONSIBLE FOR REPLACEMENT IF DAMAGE OCCURS TO PAVEMENT CURBS.

1.6. BARRIERS AND SAFETY

PROVIDE FOR PROTECTION AS REQUIRED BY LOCAL DEPARTMENT OF LABOR AND INDUSTRIES

1.7. GEOTEXTILE FABRIC

GEOTEXTILE FABRIC SHALL COMPLY AND BE NON-WOVEN GEOTEXTILE FOR SEPARATION

1.8. EXECUTION

1.8.1. PRIOR TO ALL WORK, THE CONTRACTOR SHALL BECOME THOROUGHLY FAMILIAR WITH THE SITE CONDITIONS. PRIOR TO COMMENCING THE TRACK CONSTRUCTION, ALL SITE SURFACE WATER SHALL BE COLLECTED AND ROUTED AWAY FROM THE WORK AREAS TO FACILITATE THE WORK.

1.8.2. DELAYS MAY OCCUR DUE TO INCLEMENT WEATHER. IT SHALL BE A CONTRACTOR'S RESPONSIBILITY TO IMMEDIATELY NOTIFY THE OWNER AND REQUEST AN EXTENSION OF COMPLETION TIME FOR JUSTIFIED REASONS.

1.9. FINISH ELEVATION AND LINES

ELEVATIONS SHOWN ON DRAWINGS INDICATE THE GENERAL, FINISHED HEIGHTS FOR ALL BERMS AND ROLLERS. ELEVATIONS SHOWN ARE MEASURED FROM THE FINISHED SUBGRADE. FINISH ELEVATIONS FOR ALL BERMS, ROLLERS, AND TRACK FEATURES MAY VARY FROM THOSE INDICATED TO ENSURE THE FINAL LAYOUT IS WELL DESIGNED, SAFE, AND THE PUMPTRACK IS FUNCTIONING AS IT SHOULD.

1.10. FILL AND COMPACTION

1.10.1. SPREAD SUBGRADE IN LOOSE LIFTS NOT TO EXCEED 20 CM IN THICKNESS. EACH LIFT SHALL HAVE THE OPTIMUM MOISTURE CONTENT AND MUST BE COMPACTED TO MIN. 95% COMPACTION PRIOR TO PLACING THE NEXT LIFT.

1.10.2. WATER OR AERATE THE FILL MATERIAL AS NECESSARY.

1.10.3. REPEAT COMPACTION PROCESS UNTIL FINISH GRADE IS ATTAINED.

1.11. HMA SURFACING

1.11.1. OWNER WILL BE NOTIFIED BEFORE HMA IS APPLIED. THIS IS THE PERIOD FOR INSPECTION BEFORE HMA PHASE BEGINS.

1.11.2. HMA WILL BE HAND PLACED AND COMPACTED TO A DEPTH OF 7.5CM WITH A DRUM ROLLER OR PLATE COMPACTOR.

1.12. GRADING

EXCEPT AS OTHERWISE DIRECTED BY THE OWNER, PERFORM ALL ROUGH AND FINISH GRADING REQUIRED TO ATTAIN THE ELEVATIONS REQUIRED FOR AN ACCEPTABLE PUMPTRACK. PROVIDE THE GRADING TO AN ELEVATION TO ALLOW FOR FINISH MATERIALS AND TO ACHIEVE A SMOOTH TRANSITION TO UNDISTURBED GRADES AT THE PROJECT PERIMETER.

1.13. LANDSCAPING

CONTRACTOR MUST PROVIDE LANDSCAPING OPTIONS FOR INFILL AND SLOPES OF PUMPTRACK. LANDSCAPING OPTIONS MAY INCLUDE SOIL/SOD AND POURABLE PERMEABLE PAVEMENT.

1.14. DISPOSAL OF EXCESS MATERIALS

1.13.1. EXCAVATED MATERIAL IN EXCESS OF THE MATERIAL USED TO ATTAIN FINISH GRADES SHALL BE CONSIDERED COMMON BARROW AND SPREAD ON SITE

1.13.2. REMOVE UNACCEPTABLE EXCAVATED MATERIAL (MATERIAL THAT IS NOT MINERAL SOIL), INCLUDING BUT NOT LIMITED TO TRASH, REBAR AND WOODY DEBRIS SHALL BE HAULED OFF-SITE AND DISPOSED OF IN A LEGAL MANNER.

MOUNTAIN BIKE PARK GENERAL SPECIFICATIONS

Progressive Bike Ramps | 601 S. McKinley | Joplin, MO 64801 | 417.288.4466
www.progressivebikeramps.com

1. **Product Liability:** Must have at least \$2 Million of product liability insurance in effect and provide a certificate of insurance. This requirement is standard for prefabricated equipment used in municipal applications and is necessary for proper liability protection.
2. **Warranty:** 10 year limited warranty.
3. **Fastener Free Riding Surface:** Riding surface must NOT have screw or bolt heads present. This ensures a safer, smoother riding surface.
4. **Transition Plate:** All ladder bridges and skinny sections will have a transition plate from dirt to riding surface. Must be 7 gauge steel.
5. **Steel Frame:** Framing of the equipment must be galvalume steel and powder coated.
6. **American Made:** Product must be made in the USA, and the company must be a registered American Company.
7. **Installation Options:** Must offer the option of a full factory install or for the customers to easily install equipment themselves. Must present the option of providing a factory supervisor to oversee self-install either for initial installation or for future add-on considerations.
8. **Colors:** Must offer custom colors. This requirement allows a city to choose colors that may be more appealing or meaningful in a certain setting.
9. **Modular:** Equipment must be able to easily bolt together on all sides with the ability to expand widths and lengths by bolting in additional sections. Ramp sections that are dropped into place and not easily expandable to various widths will not be considered. This requirement allows the city to expand with additional phases in a seamless fashion.
10. **Equipment Selection:** Must have the option to have ramps any height, width, and unlimited ramp selection.

- 11. **Hardware (connections metal to metal):** Must be stainless steel tamper resistant bolts and nuts with nylon inserts. No self-tapping or "factory press fit" nuts will be allowed.
- 12. **Hardware (connection metal to wood):** ¼" by ¼" galvanized hex, lag screw.
- 13. **Specified Equipment:** See below for exact equipment requested. Any deviations from the specification will not be considered.

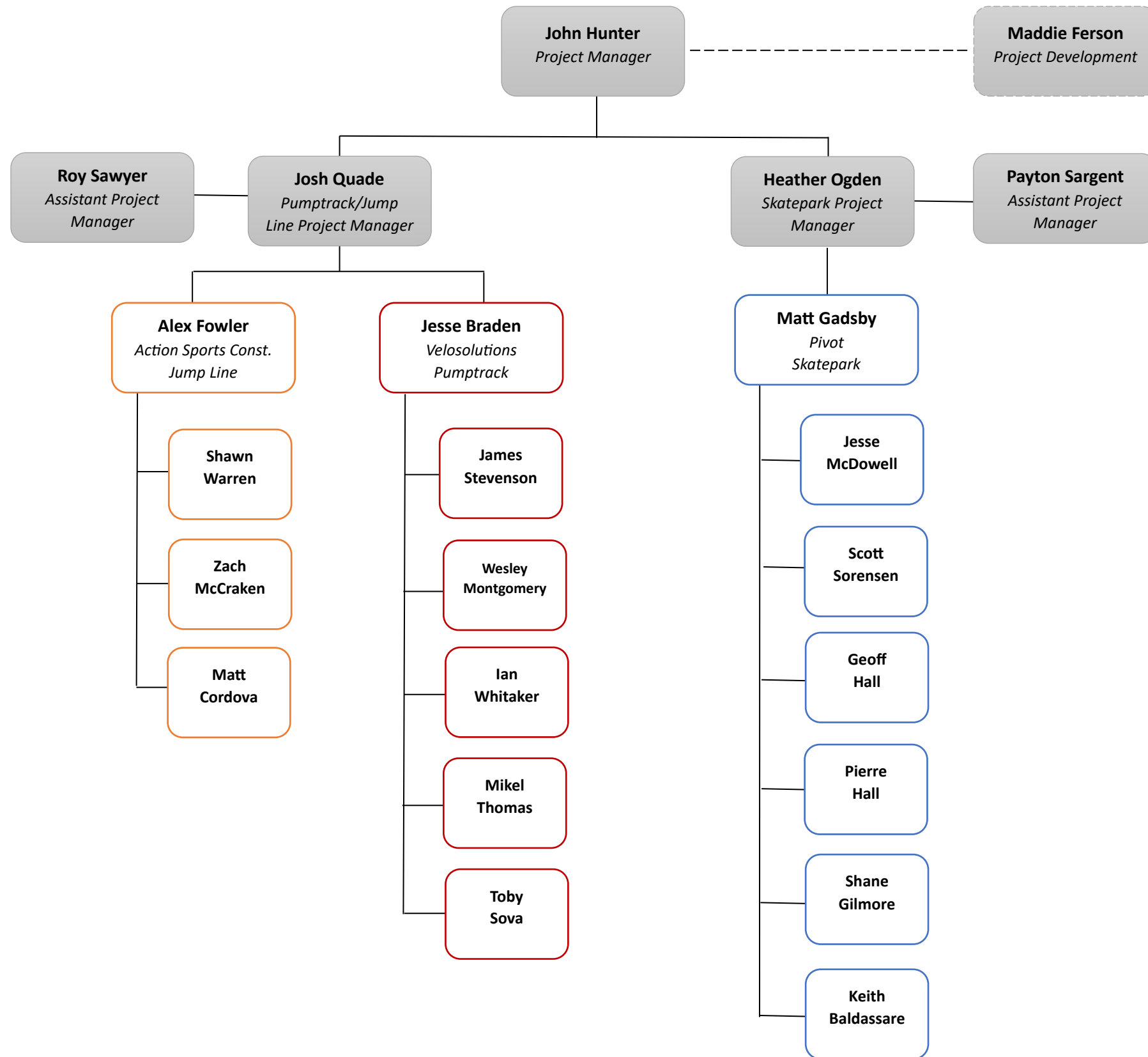
Feature	Height	Width
PBR Kicker Ramp	3.0'	4.0'
PBR Kicker Ramp	4.0'	4.0'
PBR Beginner curved wall 55-degree angle 20' radius	6.0'	20.0'
PBR 90° Wall Ride	4.5'	16.0'

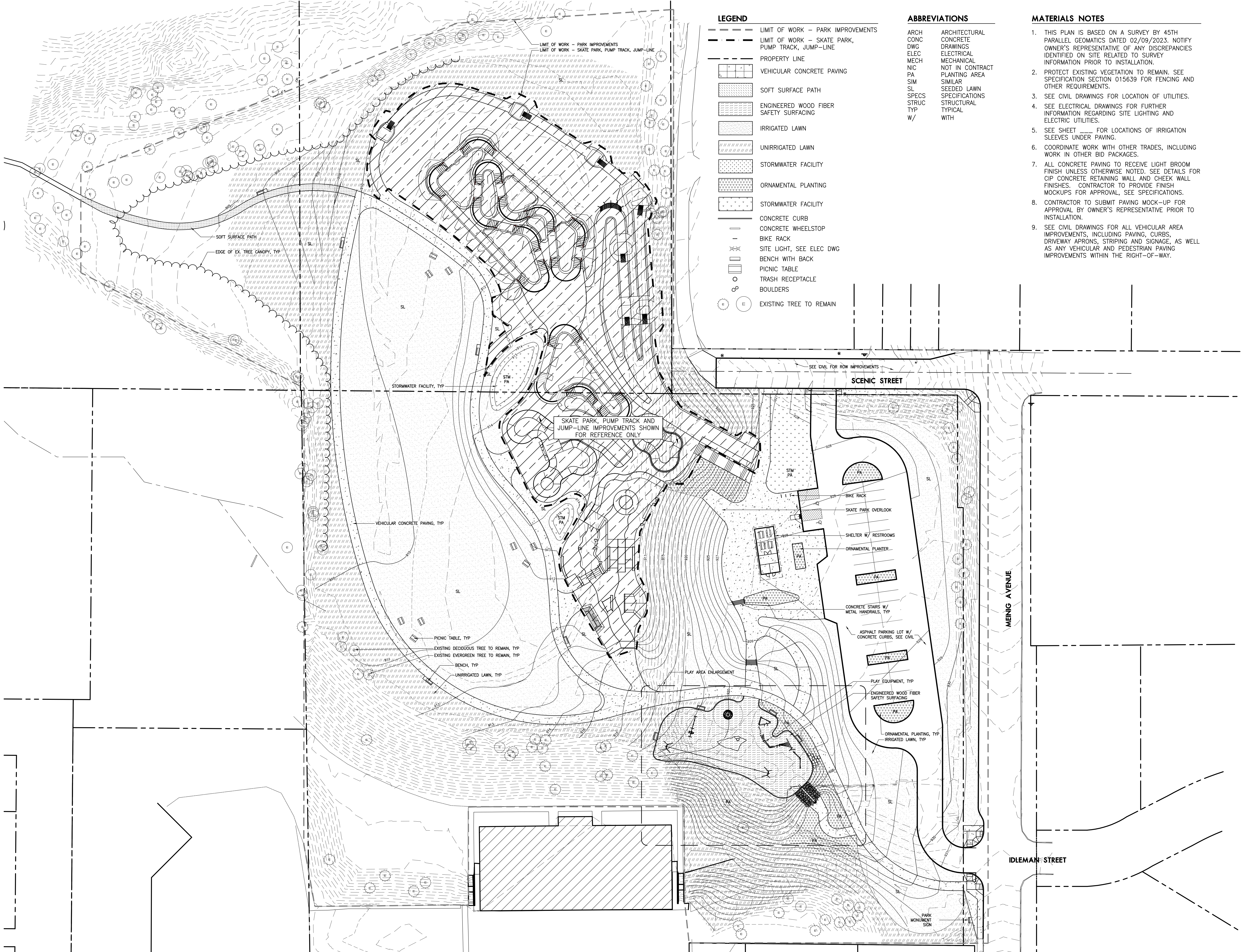
EXHIBIT F:

Drawings and Specifications

Project Organizational Chart

*Subject to change. Construction crew personnel will be finalized and approved by City prior to start of work.





LEGEND

- LIMIT OF WORK - PARK IMPROVEMENTS
- LIMIT OF WORK - SKATE PARK, PUMP TRACK, JUMP-LINE
- - - - - PROPERTY LINE
- [Grid Pattern] VEHICULAR CONCRETE PAVING
- [Diagonal Lines] SOFT SURFACE PATH
- [Cross-hatch] ENGINEERED WOOD FIBER SAFETY SURFACING
- [Horizontal Lines] IRRIGATED LAWN
- [Vertical Lines] UNIRRIGATED LAWN
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- [Dotted] ORNAMENTAL PLANTING
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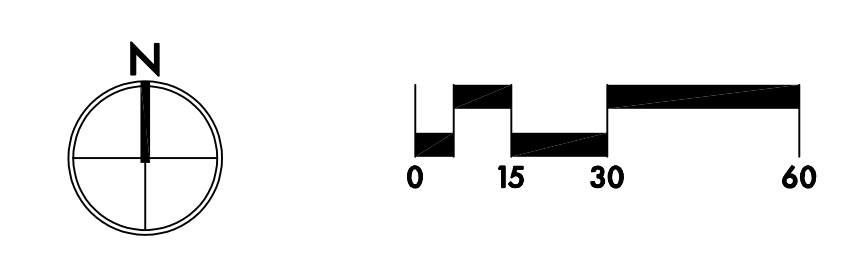
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 - SEE SHEET ___ FOR LOCATIONS OF IRRIGATION SLEEVES UNDER PAVING.
 - COORDINATE WORK WITH OTHER TRADES, INCLUDING WORK IN OTHER BID PACKAGES.
 - ALL CONCRETE PAVING TO RECEIVE LIGHT BROOM FINISH UNLESS OTHERWISE NOTED. SEE DETAILS FOR CIP CONCRETE RETAINING WALL AND CHEEK WALL FINISHES. CONTRACTOR TO PROVIDE FINISH MOCKUPS FOR APPROVAL. SEE SPECIFICATIONS.
 - CONTRACTOR TO SUBMIT PAVING MOCK-UP FOR APPROVAL BY OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION.
 - SEE CIVIL DRAWINGS FOR ALL VEHICULAR AREA IMPROVEMENTS, INCLUDING PAVING, CURBS, DRIVEWAY APRONS, STRIPING AND SIGNAGE, AS WELL AS ANY VEHICULAR AND PEDESTRIAN PAVING IMPROVEMENTS WITHIN THE RIGHT-OF-WAY.

1 SITE PLAN

SCALE - 1" = 30'-0"



SANDY COMMUNITY CAMPUS PARK
CITY OF SANDY PARKS AND RECREATION

CITY OF SANDY
17165 SE MENIG AVE
SANDY, OR 97055

lango . hansen
LANDSCAPE ARCHITECTS PC
1100 NW GILSAN #3B PORTLAND OR 97209 T 503.295.2437

30% SET

REVISIONS

SCALE AS NOTED
DRAWN BY BDM
DATE 06.01.23
PROJECT NO. 2239

SITE PLAN

L1.00

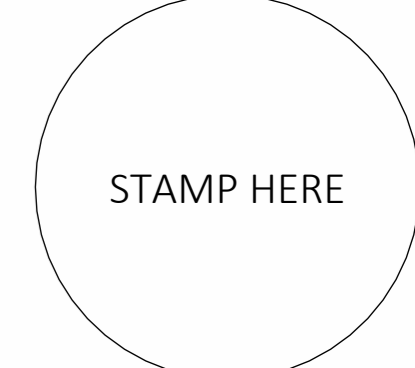


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CUSTOMER CONTACT INFORMATION:
 Enter address here
 SITE ADDRESS:

CUSTOMER: Owner
 SITE LOCATION:

REV.#	DESCRIPTION	DATE
1		
2		
3		
4		
5		
6		



DESIGNED BY:
 DRAWN BY:
 APPROVED BY:
 DATE:
 SCALE: As indicated

SHEET NAME: MATERIALS

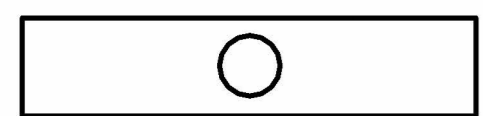
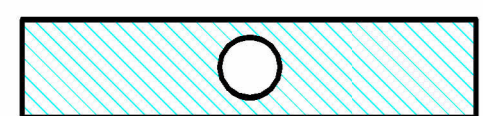
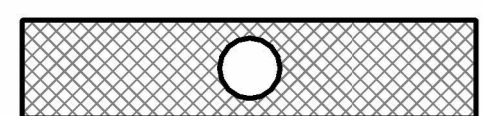
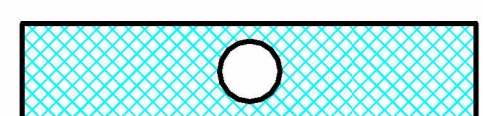
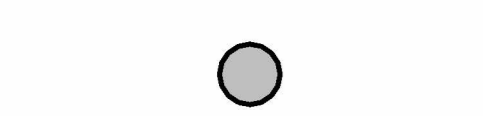
PROJECT NUMBER: SHEET NUMBER:

SP-11


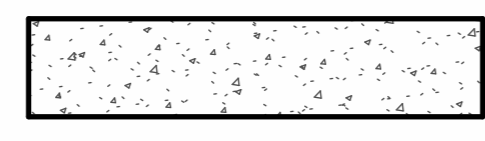




1 MATERIALS
 3/64" = 1'-0"

SKATEPARK MATERIALS

-  CONCRETE FLATWORK
-  COLOR CONCRETE FLATWORK
-  SHOTCRETE OR POURED SKATEPARK FEATURES OR ADJACENT FLATWORK
-  COLOR SHOTCRETE
-  DRAINAGE

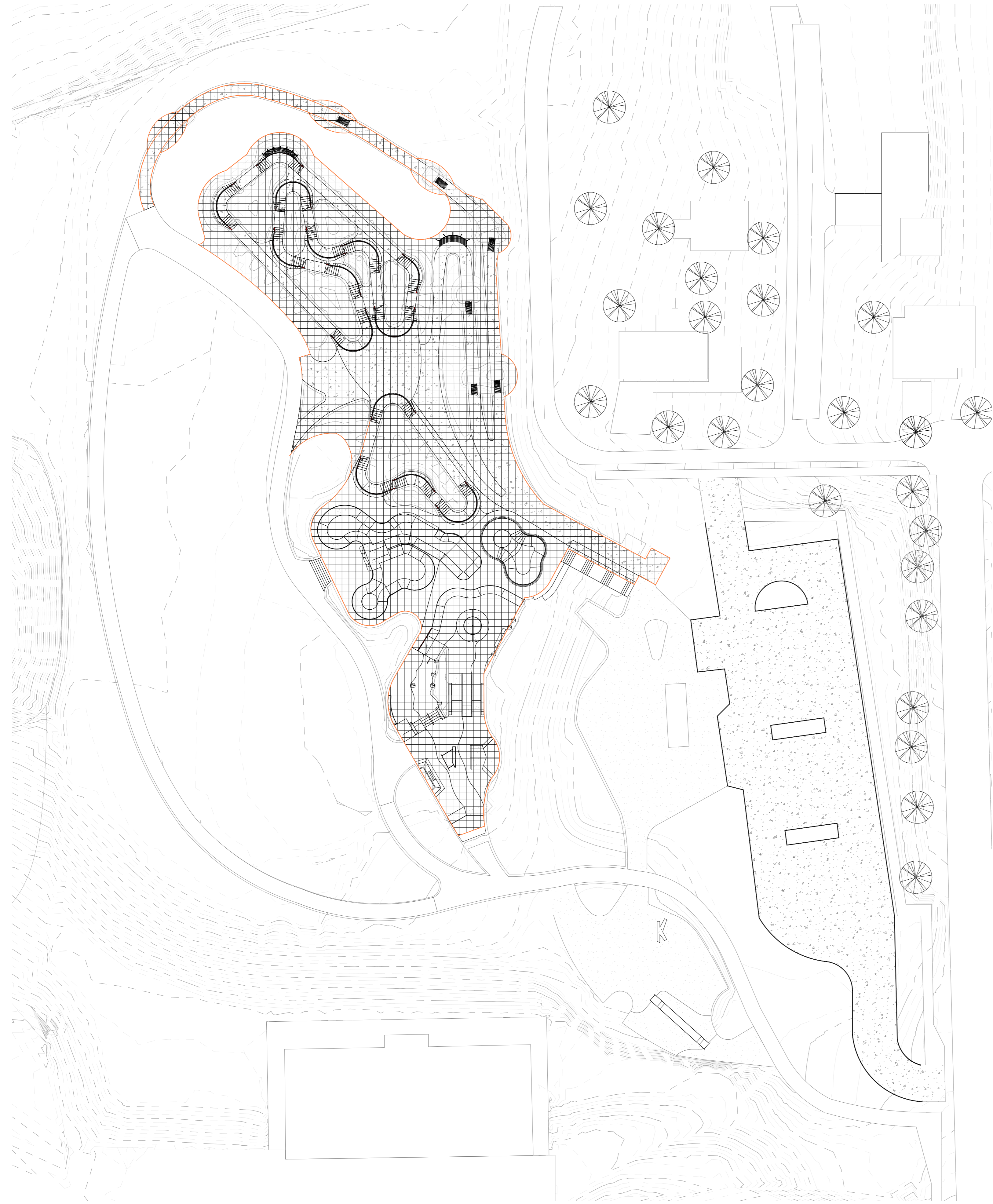
PUMP TRACK MATERIALS

-  ASPHALT PLATFORMS AND CONNECTING SURFACES
-  ASPHALT SURFACE
-  SOD AREA 15,450 sq ft
-  DRY WELL

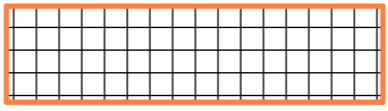
MATERIAL QUANTITIES		
Type	AREA sqft	VOLUME cy
ALL ASPHALT SURFACES	22,931	213
CONCRETE FLATWORK	13422	164
CONCRETE FLATWORK (SKY BLUE)	3087	38
SHOTCRETE	7591	110

METALS	
Type	Length (ft)
COPING HSS2.375X0.218	547.65
SQUARE TUBE HSS2X2X3/16	239.18

PROGRESSIVE BIKE RAMP FEATURES	
#	Type
1	5'-0" kicker Ramp
2	5'-0" kicker Ramp
3	5'-0" kicker Ramp
4	5'-0" kicker Ramp
5	3'-0" kicker Ramp
6	3'-0" kicker Ramp
7	Beginner Curved wall 55 degree angle 20 radius
8	90 degree Wallride



SPECIALTY CONTRACTOR SCOPE

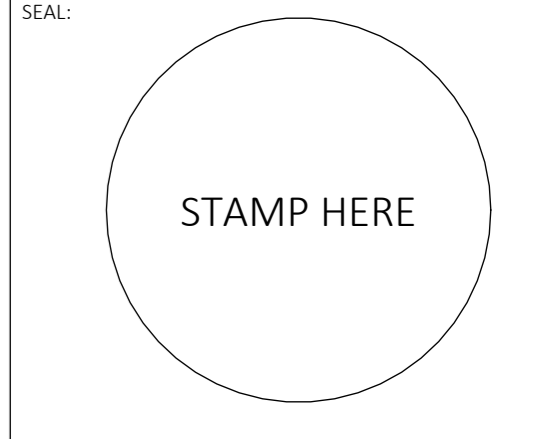


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CUSTOMER CONTACT INFORMATION:
 Enter address here
 SITE ADDRESS:

CUSTOMER:
 Owner
 SITE LOCATION:

REV.#	DESCRIPTION	DATE
1		
2		
3		
4		
5		
6		



DESIGNED BY:
 DRAWN BY:
 APPROVED BY:
 DATE:
 SCALE:
SCALE: As indicated

SHEET NAME:
ARC SC.

PROJECT NUMBER: SHEET NUMBER:

SP-20

1 Specialty Contractor Scope
 1" = 40'-0"

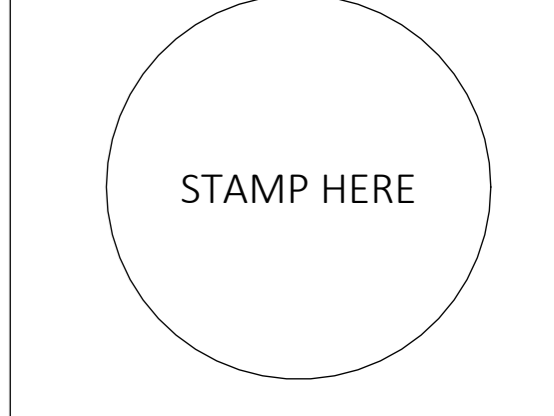


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SITE ADDRESS: Enter address here

CUSTOMER: Owner
SITE LOCATION:

REV.#	DESCRIPTION	DATE
1		
2		
3		
4		
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6		



DESIGNED BY:
DRAWN BY:
APPROVED BY:
DATE:
SCALE:
SCALE: As indicated

SHEET NAME:
LANDSCAPE OPTION B

PROJECT NUMBER: SHEET NUMBER:

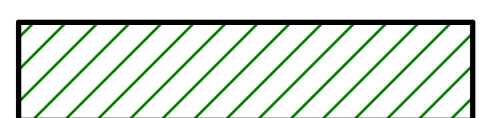
SP-21



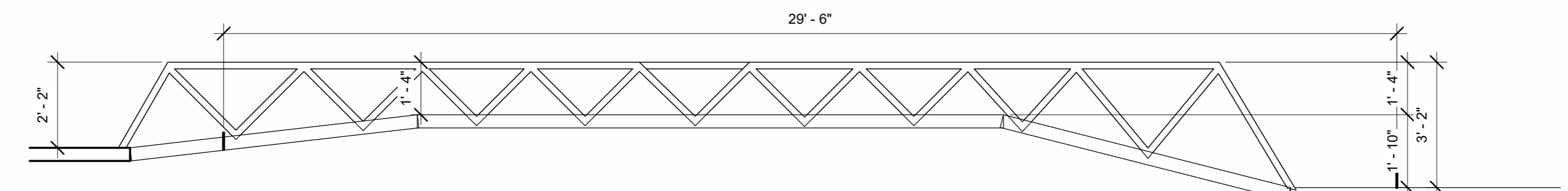
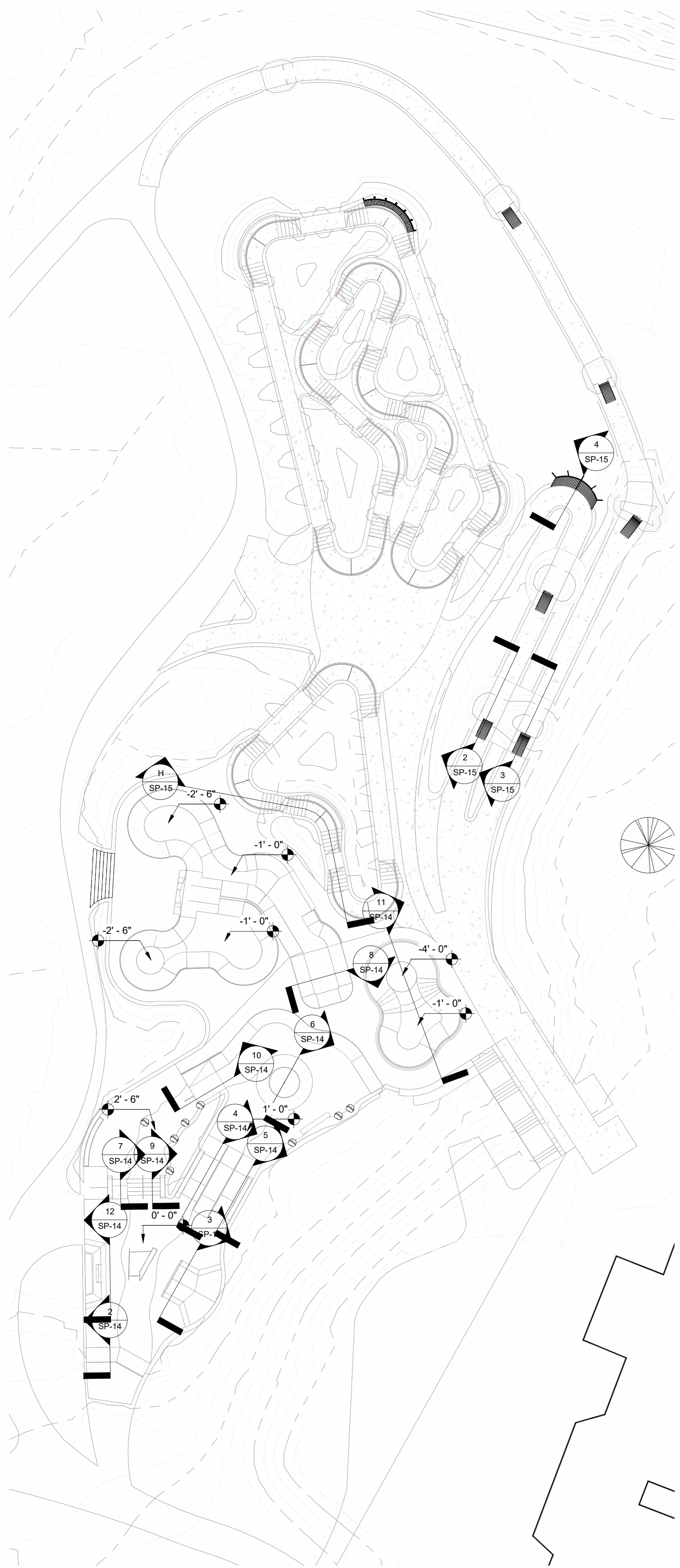
1 MATERIALS (LANDSCAPE OPTION B)
3/64" = 1'-0"



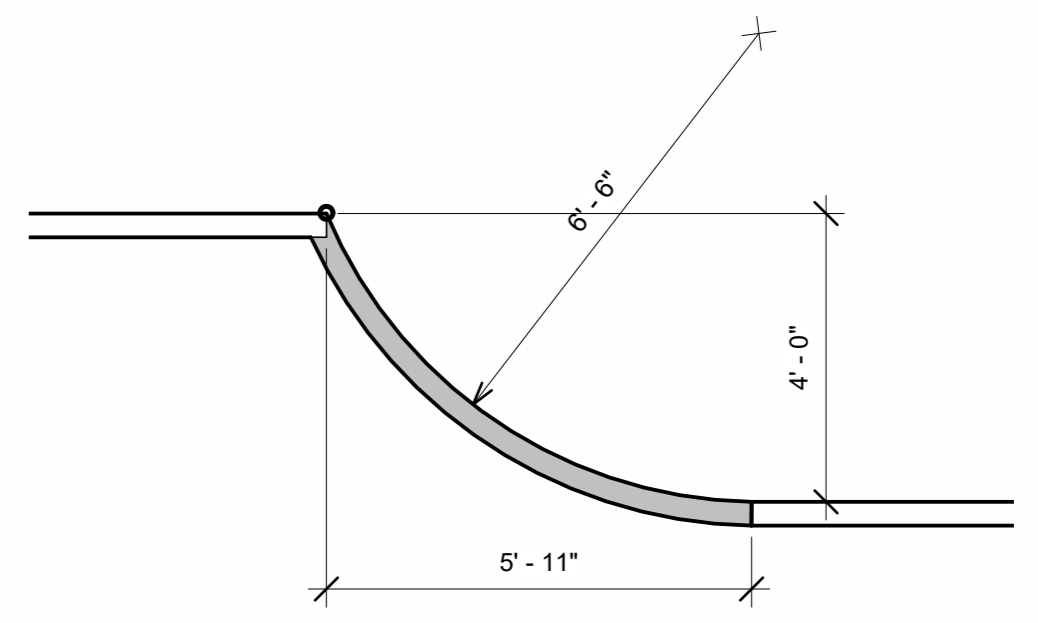
SOD. AREA 11,320 sq ft .



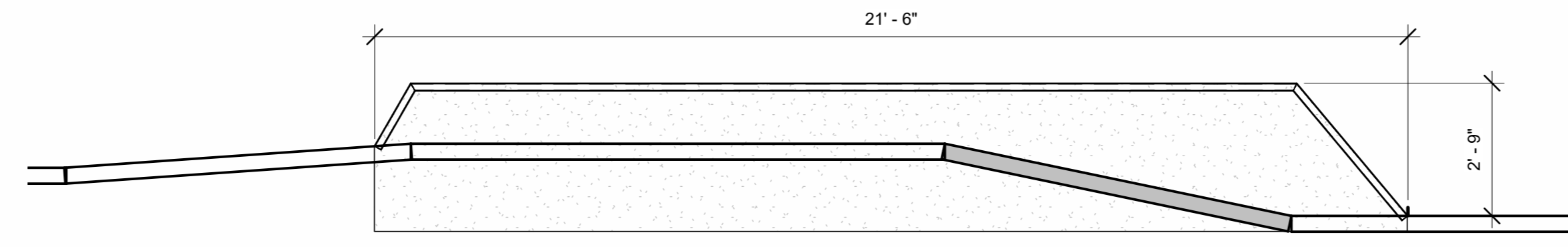
ALTERNATE POURABLE PERMEABLE PAVEMENT. 4,715 sq ft



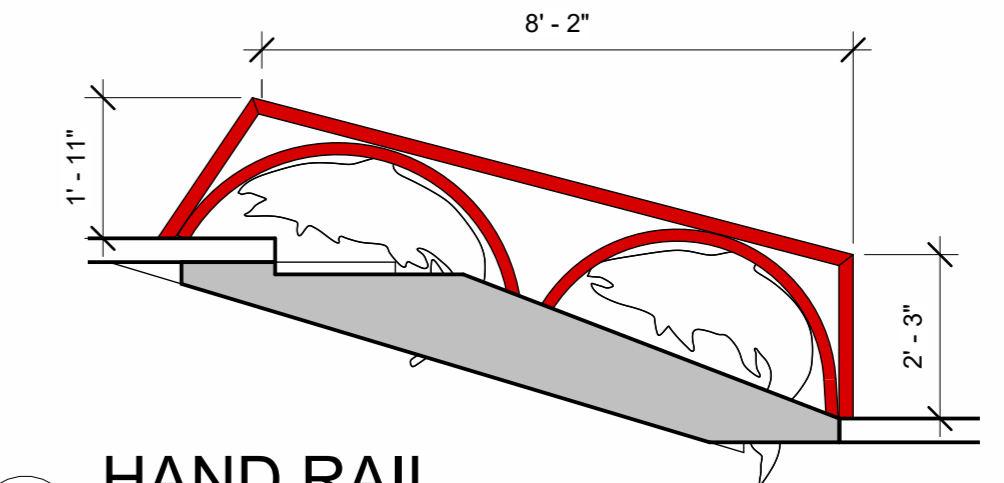
4 BRIDGE
3/8" = 1'-0"



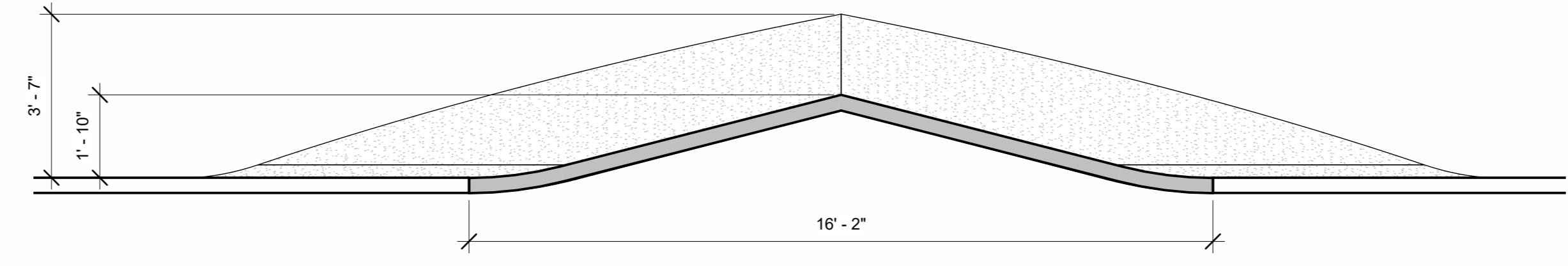
2 QUARTER PIPE
3/8" = 1'-0"



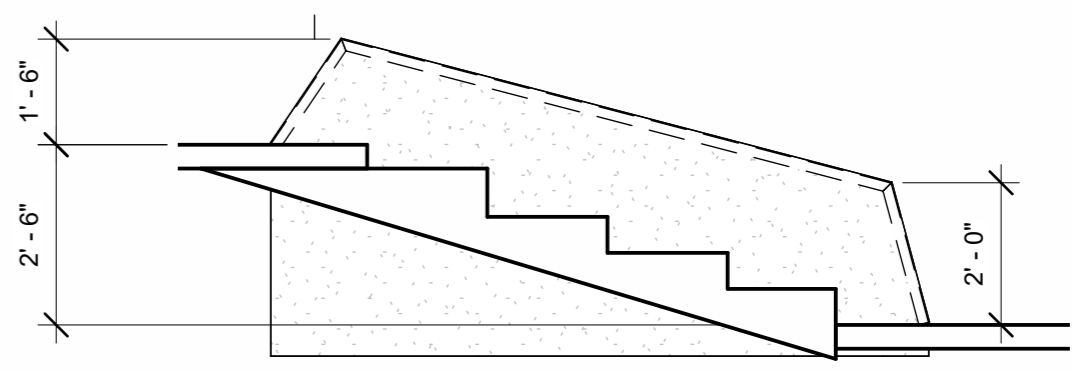
5 GRIND LEDGES
3/8" = 1'-0"



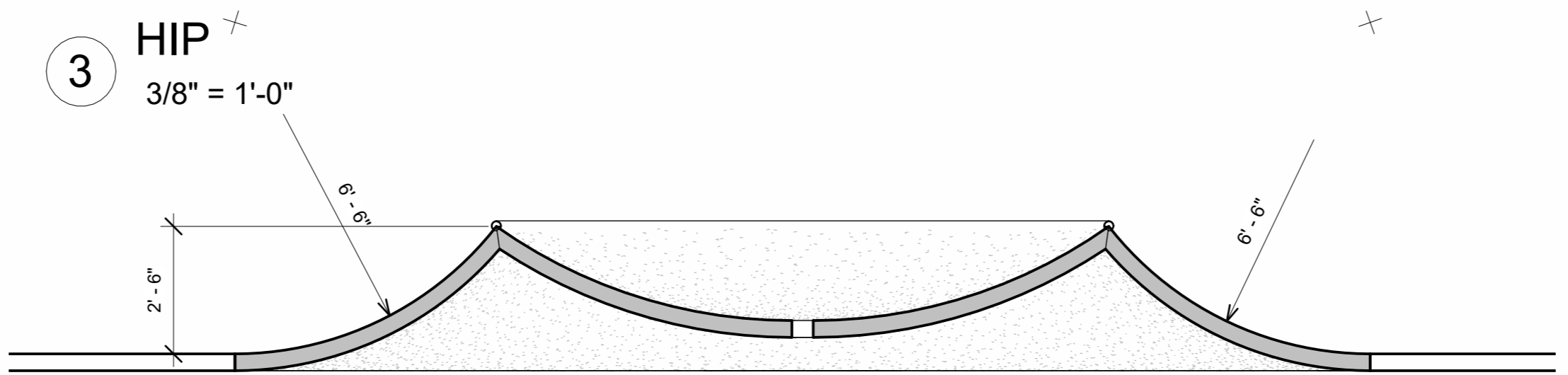
7 HAND RAIL
3/8" = 1'-0"



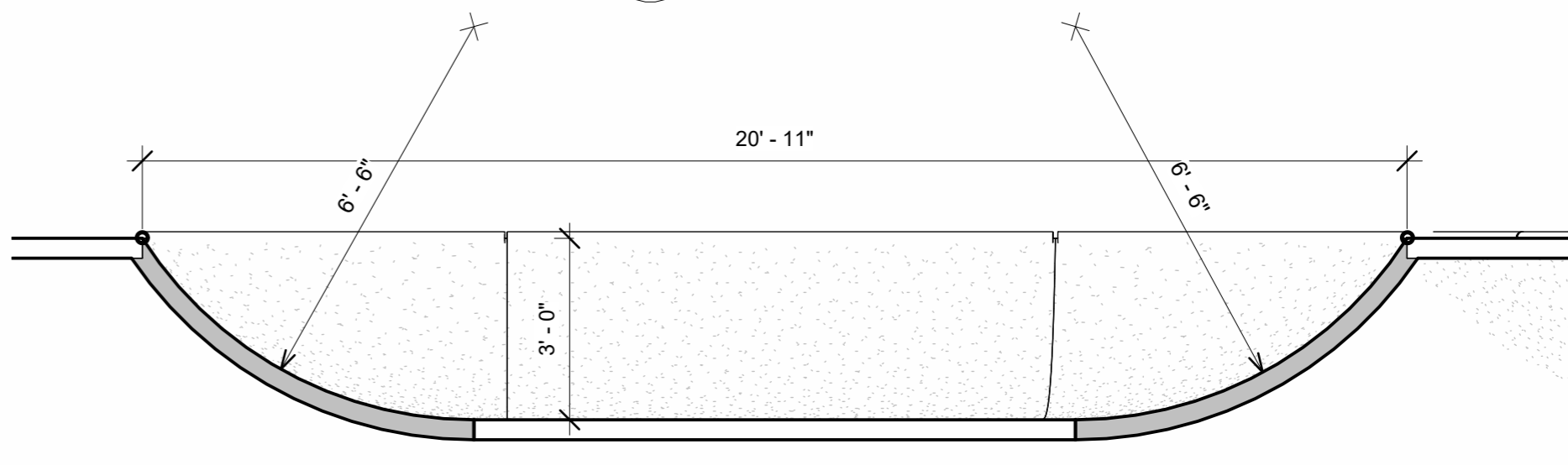
3 HIP
3/8" = 1'-0"



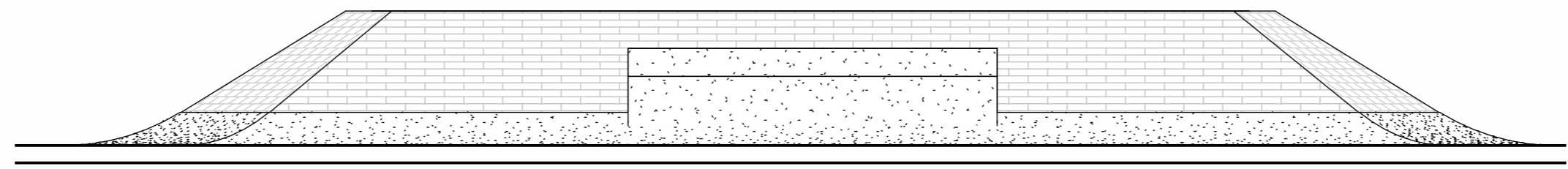
9 HUBBA
3/8" = 1'-0"



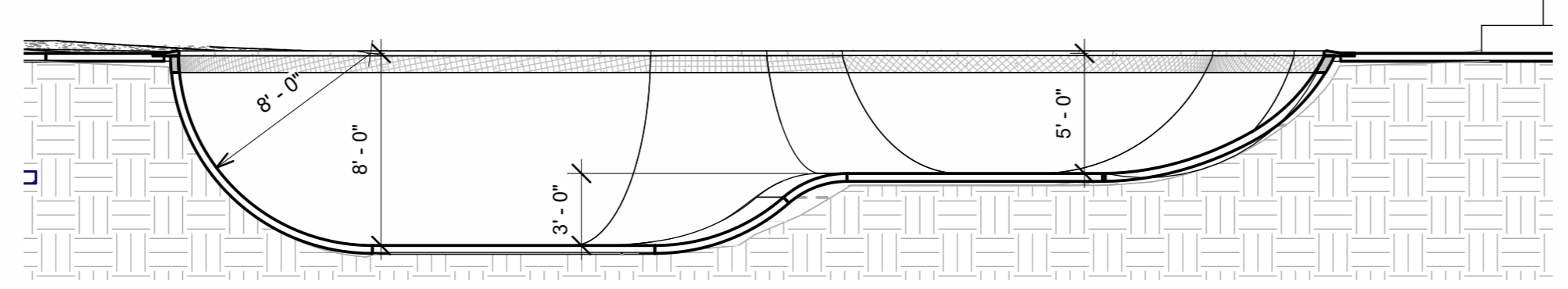
6 CRATER
3/8" = 1'-0"



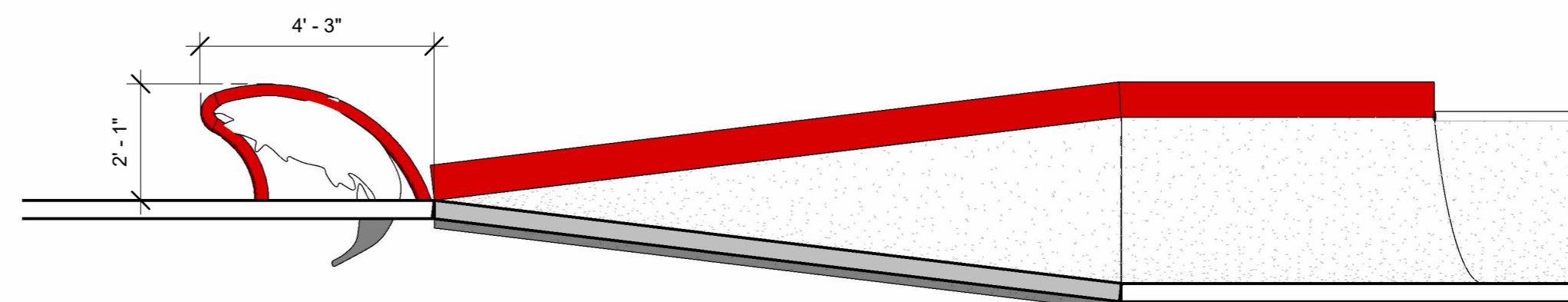
8 MINI RAMP
3/8" = 1'-0"



12 BRICK BANKS
3/8" = 1'-0"



11 BOWL SECTION
1 : 75



10 SALMON POLEJAM
3/8" = 1'-0"

1 SECTIONS
1" = 30'-0"

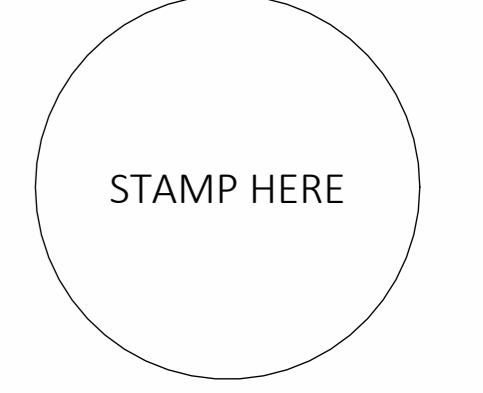


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CUSTOMER CONTACT INFORMATION:
SITE ADDRESS: Enter address here

CUSTOMER: Owner
SITE LOCATION:

REV.#	DESCRIPTION	DATE
1		
2		
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4		
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6		



DESIGNED BY:
DRAWN BY:
APPROVED BY:
DATE:
SCALE: As indicated

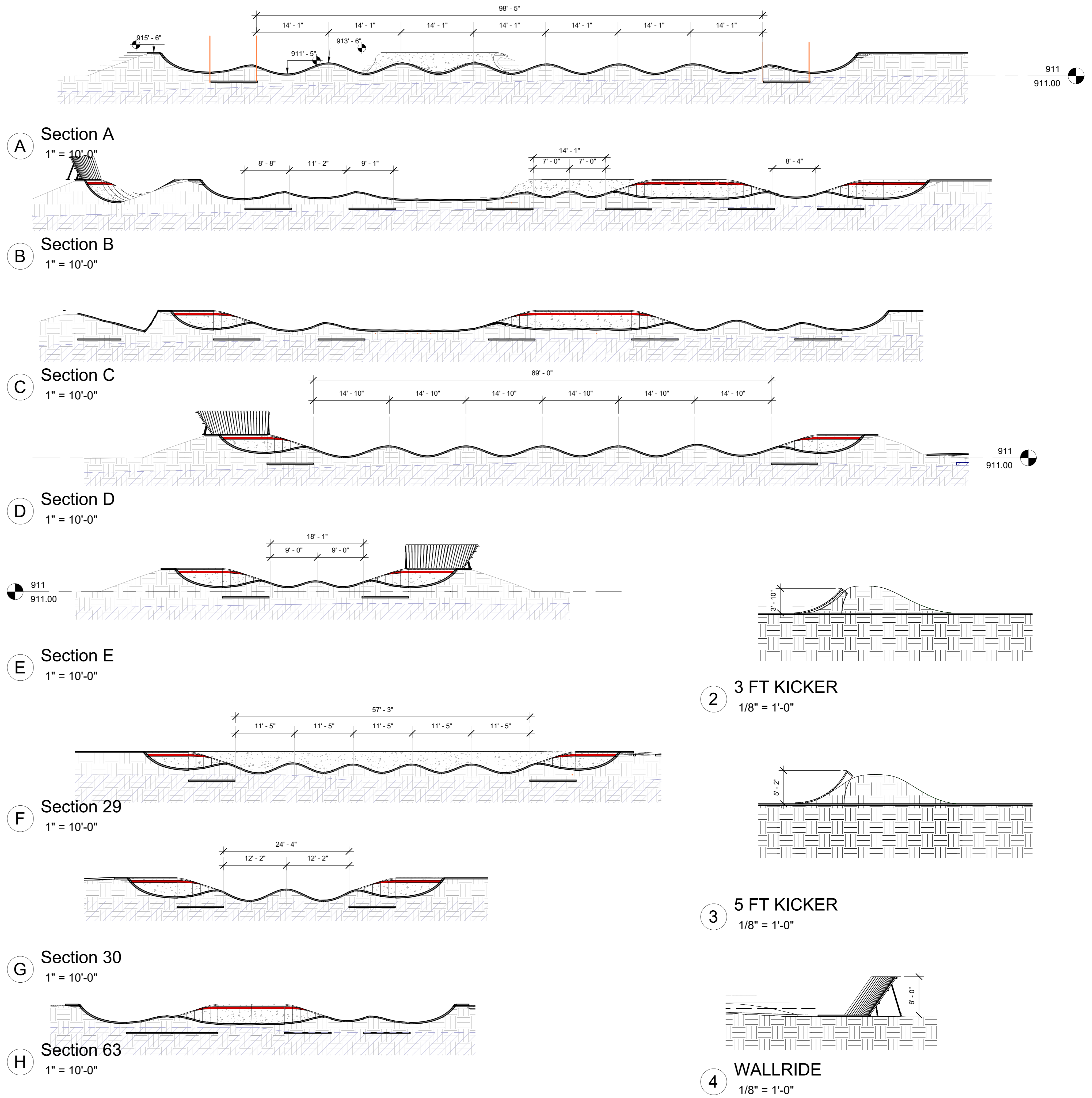
SHEET NAME:
SECTIONS

PROJECT NUMBER: SHEET NUMBER:

SP-14



1 SECTIONS 2
1" = 30'-0"

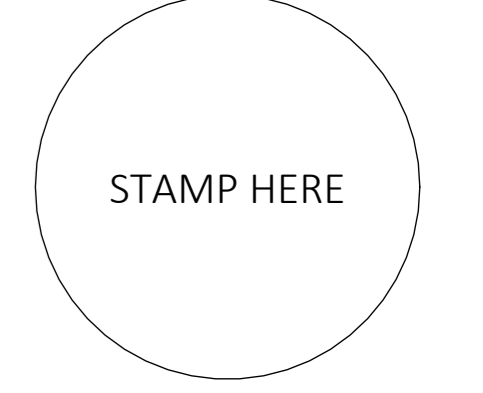


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CUSTOMER CONTACT INFORMATION:
SITE ADDRESS: Enter address here

CUSTOMER: Owner
SITE LOCATION:

REV.#	DESCRIPTION	DATE
1		
2		
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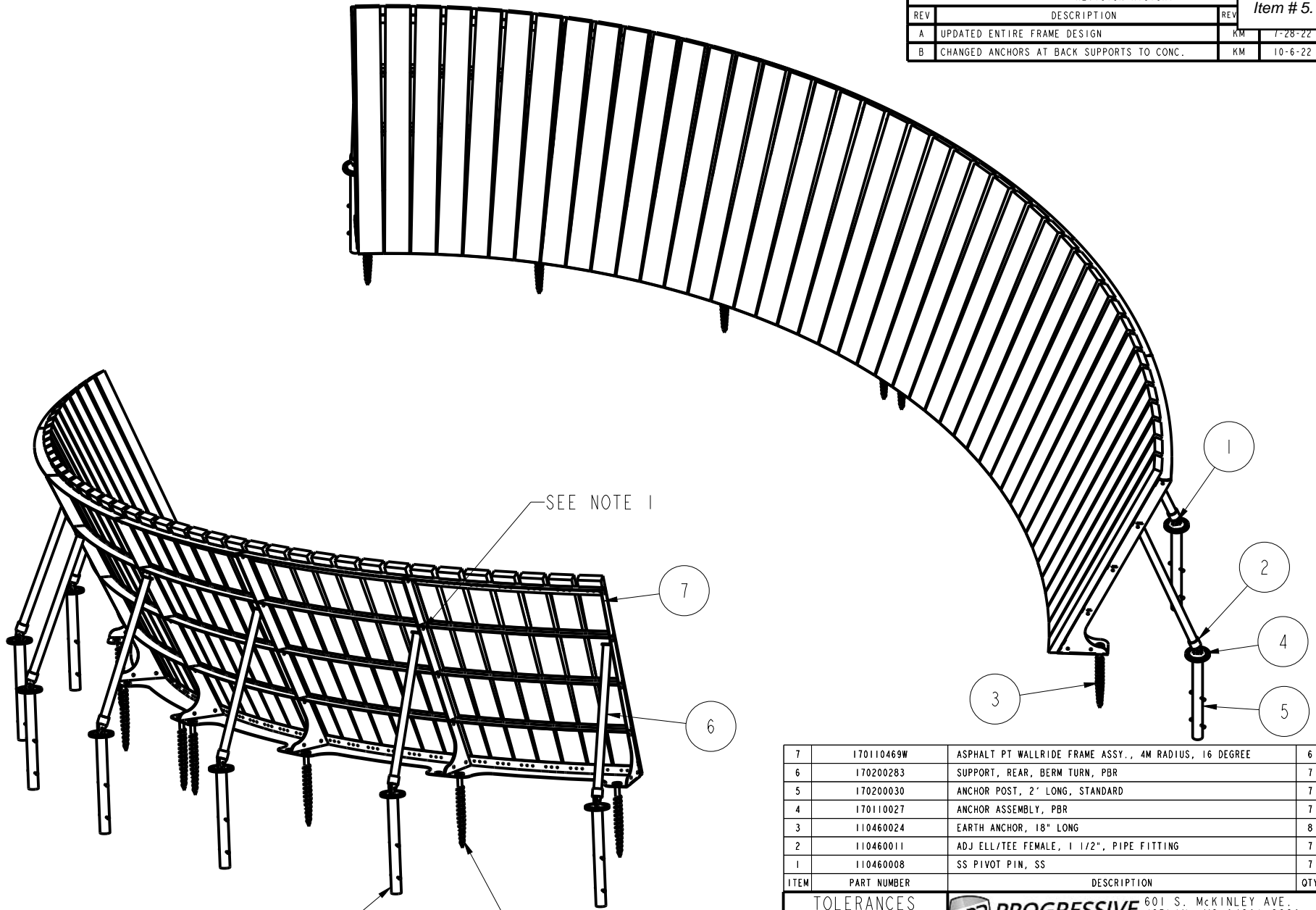
DESIGNED BY:
DRAWN BY:
APPROVED BY:
DATE:
SCALE: As indicated

SHEET NAME:
SECTIONS 2

PROJECT NUMBER: SHEET NUMBER:

SP-15

REVISION HISTORY			
REV	DESCRIPTION	REV	Item # 5.
A	UPDATED ENTIRE FRAME DESIGN	KM	1-28-22
B	CHANGED ANCHORS AT BACK SUPPORTS TO CONC.	KM	10-6-22



SEE NOTE 1

7

6

1

2

4

5

3

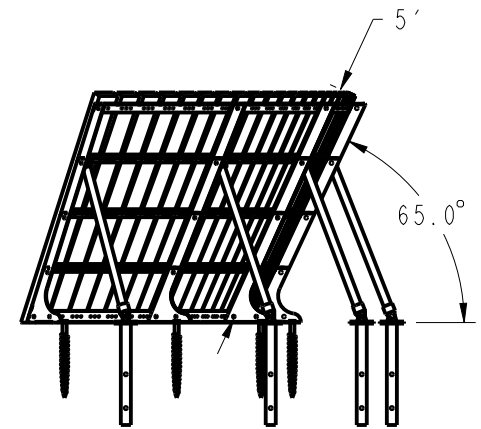
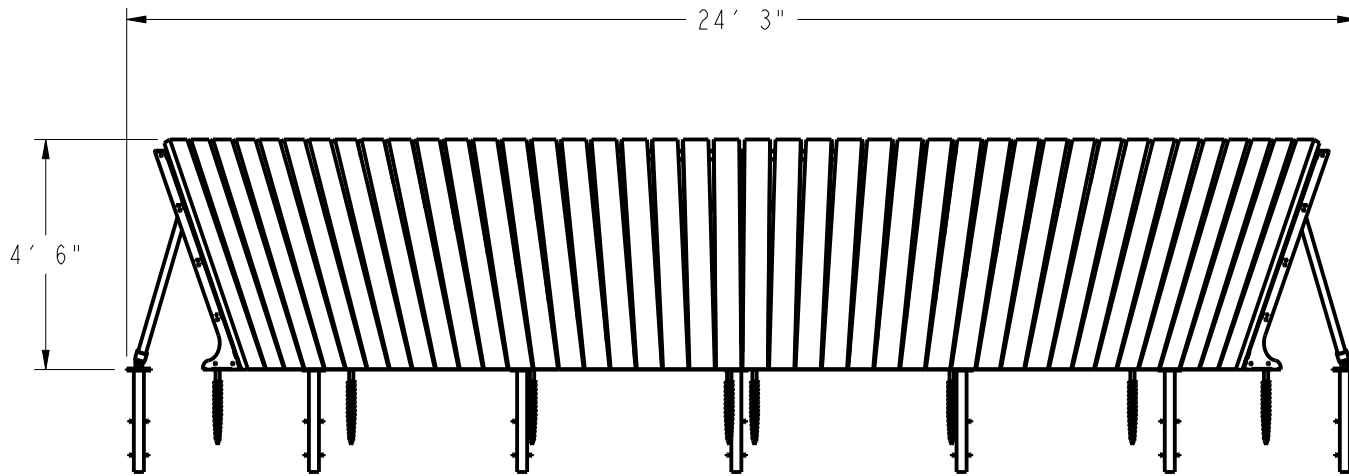
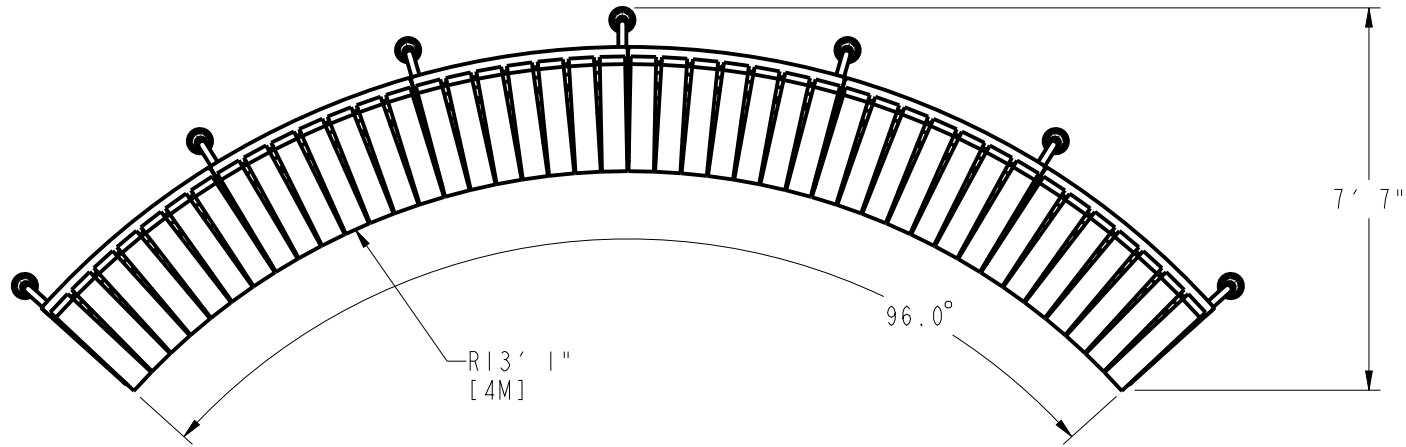
SEE NOTE 3

SEE NOTE 2

- NOTES:
1. USE 1-1/4" LONG FASTENERS AT ALL INSIDE SUPPORTS
 2. ONE EARTH ANCHOR PER FRAME EXCEPT FOR BOTH OUTER FRAMES WILL USE 2
 3. USE CONCRETE FORMING TUBE FOR EACH REAR SUPPORT

7	170110469W	ASPHALT PT WALLRIDE FRAME ASSY., 4M RADIUS, 16 DEGREE	6
6	170200283	SUPPORT, REAR, BERM TURN, PBR	7
5	170200030	ANCHOR POST, 2' LONG, STANDARD	7
4	170110027	ANCHOR ASSEMBLY, PBR	7
3	110460024	EARTH ANCHOR, 18" LONG	8
2	110460011	ADJ ELL/TEE FEMALE, 1 1/2", PIPE FITTING	7
1	110460008	SS PIVOT PIN, SS	7
ITEM	PART NUMBER	DESCRIPTION	QTY

TOLERANCES UNLESS OTHERWISE SPECIFIED (X.X) : ±0.125 (X.XX) : ±0.060 (X.XXX) : ±0.030 ANGULAR : ±1.0°				601 S. MCKINLEY AVE. JOPLIN, MO 64801-3220 PH: 855-727-7267 www.progressivebikeramps.com	
DIMENSIONS ARE IN INCHES DRAWN BY : K.MEIER Ju1-14-22		PROPRIETARY THIS DOCUMENT CONTAINS PROPRIETARY DATA BELONGING TO PROGRESSIVE BIKE RAMPS IT IS NOT TO BE COPIED OR DISTRIBUTED TO ANYONE WITHOUT WRITTEN PERMISSION.	REVISION LEVEL B	ASPHALT PT WALLRIDE 4M RADIUS, 90 DEGREES	
RELEASE LEVEL Released		MASS (POUNDS) 1066	DWG NO. APT-4903		SHE 459
DO NOT SCALE THIS PRINT					



TOLERANCES

UNLESS OTHERWISE SPECIFIED
 (X.X) : ± 0.125
 (X.XX) : ± 0.060
 (X.XXX) : ± 0.030
 ANGULAR : $\pm 1.0^\circ$

DIMENSIONS ARE IN INCHES

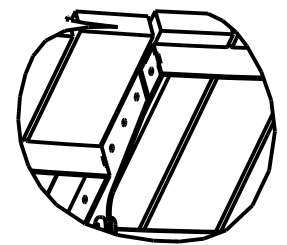
DRAWN BY : K.MEIER Jul-28-22

RELEASE LEVEL

Released

P3R PROGRESSIVE BIKE RAMPS 601 S. MCKINLEY AVE.
 JOPLIN, MO 64801-3220
 PH: 855-727-7267
 www.progressivebikeramps.com

PROPRIETARY THIS DOCUMENT CONTAINS PROPRIETARY DATA BELONGING TO PROGRESSIVE BIKE RAMPS. IT IS NOT TO BE COPIED OR DISTRIBUTED TO ANYONE WITHOUT WRITTEN PERMISSION.	REVISION LEVEL B	ASPHALT PT WALLRIDE 4M RADIUS, 90 DEGREES
MASS (POUNDS) 1066	DWG NO. APT-4903	



DETAIL A
SEE NOTE 5

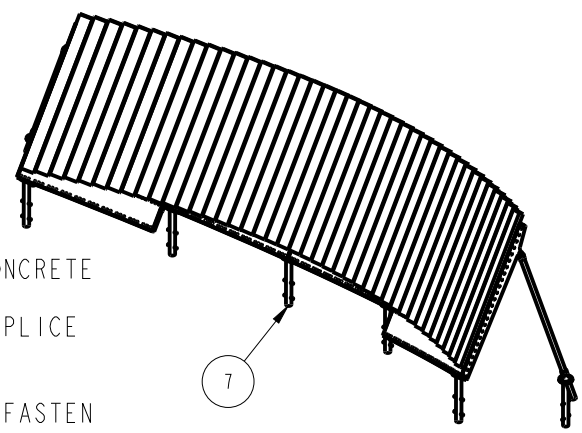
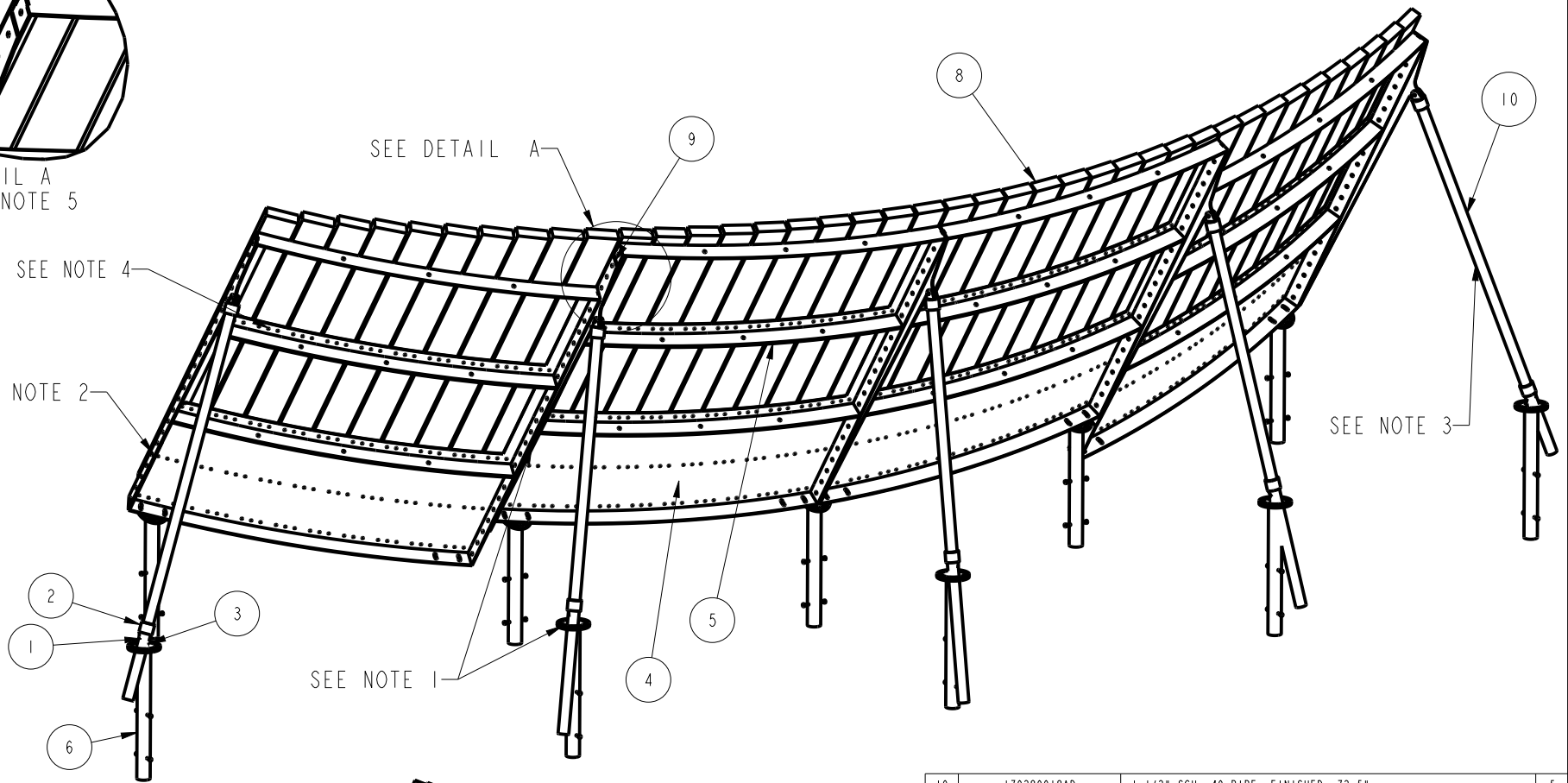
SEE NOTE 4

SEE NOTE 2

SEE DETAIL A

SEE NOTE 3

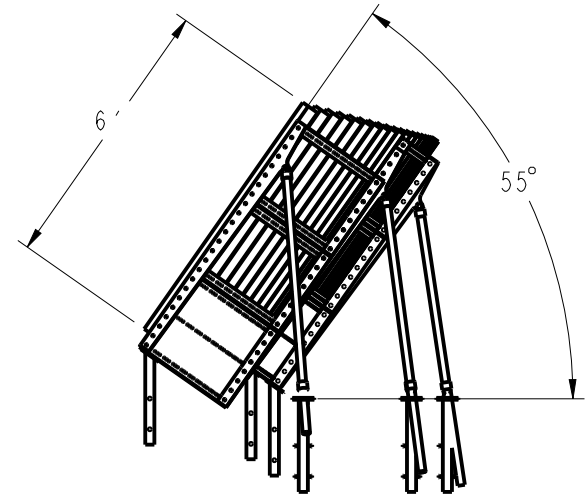
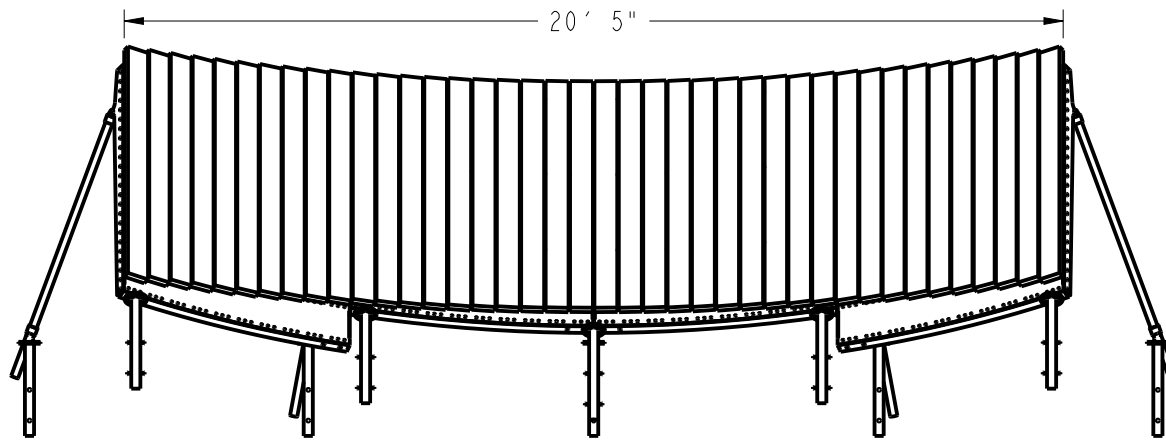
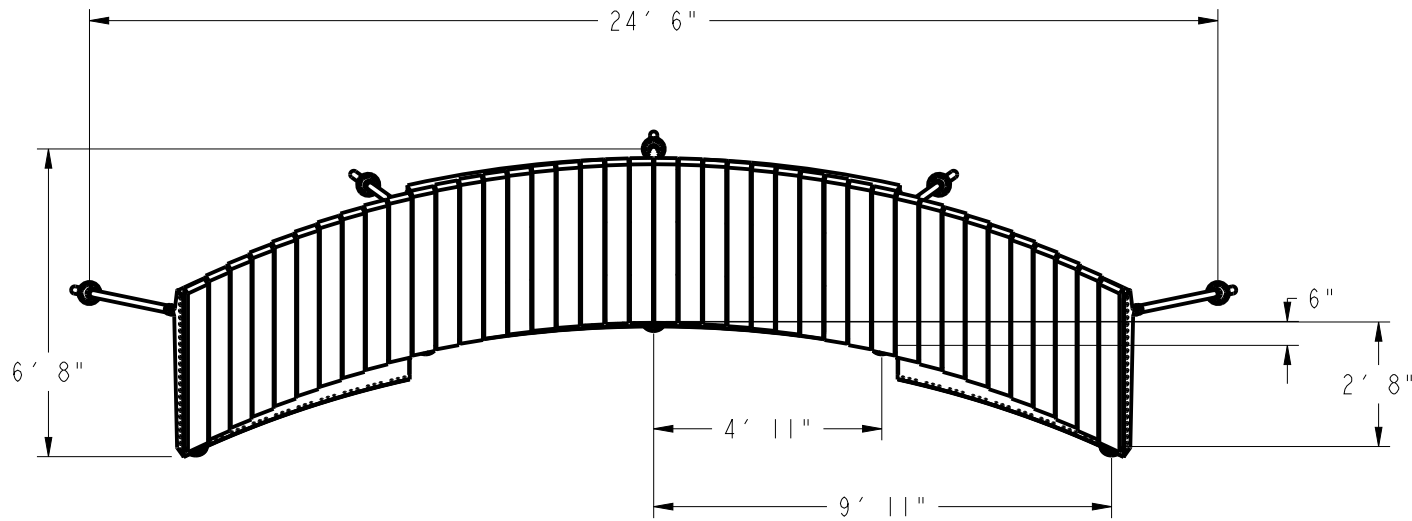
SEE NOTE 1



- NOTES:
1. USE 1-1/4" LONG FASTENERS FOR CONCRETE ANCHORS AND ALL CENTER JOINTS.
 2. USE BUTTON HEAD BOLT FOR OUTER SPLICE PLATES.
 3. SUPPORTS CAN BE CUT AS NEEDED.
 4. USE 1/4" X 1-1/4" LAG SCREWS TO FASTEN BOARDS (12 SCREWS PER BOARD).
 5. 12" FRAME OFFSET HERE. SPLICE PLATE TO BE 3" BELOW UPPER FRAME.

ITEM	PART NUMBER	DESCRIPTION	QTY
10	170280018AD	1 1/2" SCH. 40 PIPE, FINISHED, 72.5"	5
9	170510218	SPLICE PLATE, 6" HIGH, MODULAR WALL RIDE	5
8	170250072	72" CEDAR LUMBER, 2X6 SQUARE CUT	40
7	170200066	ANCHOR POST, 55 DEG. WALL RIDE, PBR	5
6	170200030	ANCHOR POST, 2" LONG, STANDARD	5
5	170110100	WALL RIDE SECTION, 20' R. OPEN PANEL, PBR	8
4	170110099	WALL RIDE SECTION, 20' R. SOLID PANEL, PBR	4
3	170110027	ANCHOR ASSEMBLY, PBR	5
2	110460011	ADJ ELL/TEE FEMALE, 1 1/2", PIPE FITTING	10
1	110460008	SS PIVOT PIN, SS	10

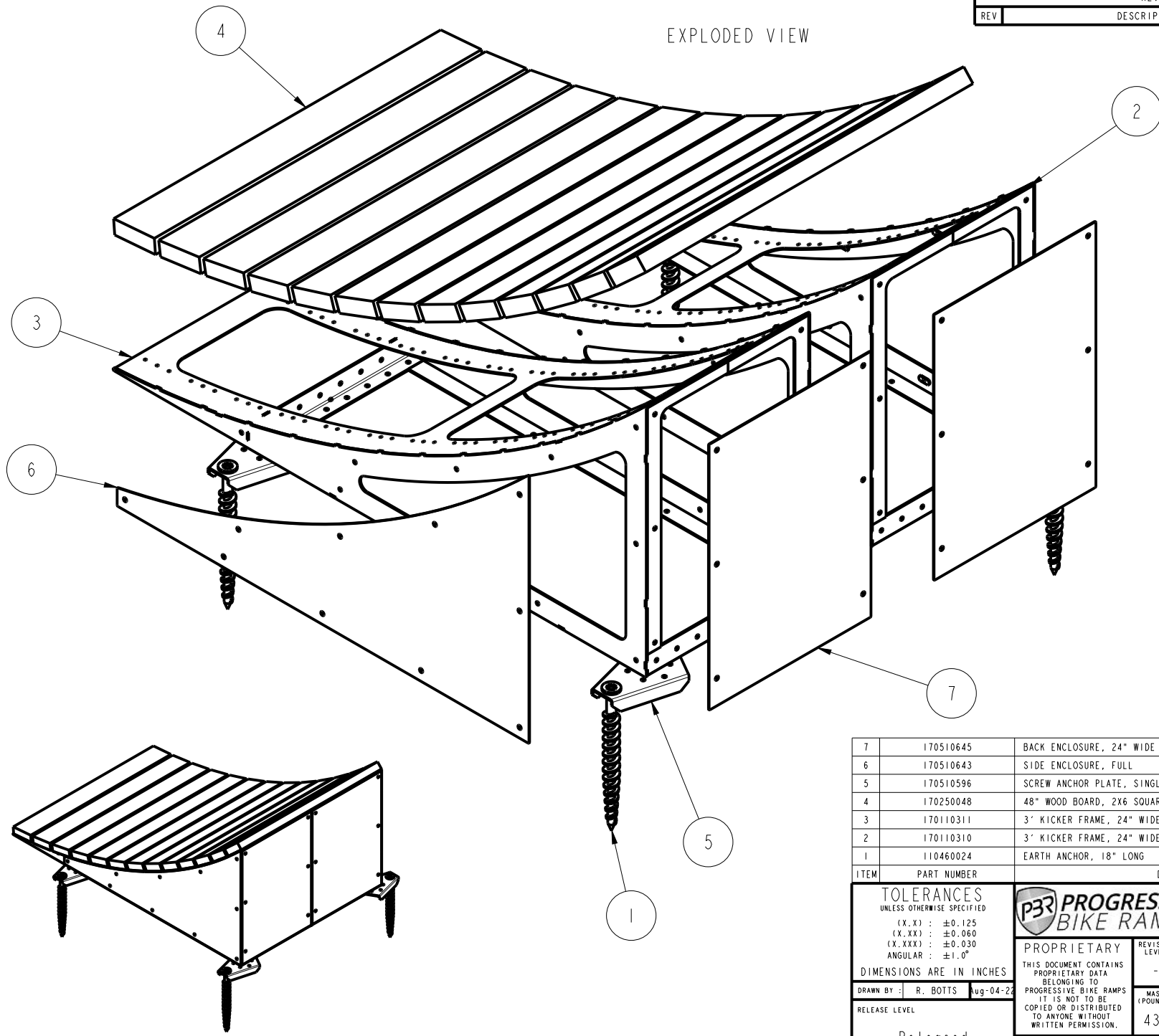
TOLERANCES UNLESS OTHERWISE SPECIFIED (X.X) : ±0.125 (X.XX) : ±0.060 (X.XXX) : ±0.030 ANGULAR : ±1.0°			601 S. MCKINLEY AVE. JOPLIN, MO 64801-3220 PH: 855-727-7267 www.progressivebikeramps.com	
DIMENSIONS ARE IN INCHES DRAWN BY: K. MEIER eb-23-22			PROPRIETARY THIS DOCUMENT CONTAINS PROPRIETARY DATA BELONGING TO PROGRESSIVE BIKE RAMPS. IT IS NOT TO BE COPIED OR DISTRIBUTED TO ANYONE WITHOUT WRITTEN PERMISSION.	REVISION LEVEL: - MASS (POUNDS): 1258 DWG NO.: BCW-6202
RELEASE LEVEL: Released		BEGINNER CURVED WALL 6' HIGH, 20' LONG, CONCRETE		
		DO NOT SCALE THIS PRINT SHE 461		



<p>TOLERANCES UNLESS OTHERWISE SPECIFIED</p> <p>(X.X) : ±0.125 (X.XX) : ±0.060 (X.XXX) : ±0.030 ANGULAR : ±1.0°</p>		<p>P3R PROGRESSIVE BIKE RAMPS 601 S. MCKINLEY AVE. JOPLIN, MO 64801-3220 PH: 855-727-7267 www.progressivebikeramps.com</p>	
<p>DIMENSIONS ARE IN INCHES</p>		<p>PROPRIETARY THIS DOCUMENT CONTAINS PROPRIETARY DATA BELONGING TO PROGRESSIVE BIKE RAMPS. IT IS NOT TO BE COPIED OR DISTRIBUTED TO ANYONE WITHOUT WRITTEN PERMISSION.</p>	<p>REVISION LEVEL - REVISION LEVEL</p>
<p>DRAWN BY : K. MEIER eb-23-2</p>	<p>RELEASE LEVEL</p>	<p>MASS (POUNDS) 1258</p>	<p>BEGINNER CURVED WALL 6' HIGH, 20' LONG, CONCRETE DWG NO. BCW-6202</p>
<p>Released</p>		<p>DO NOT SCALE THIS PRINT</p>	
			<p>SHE 462</p>

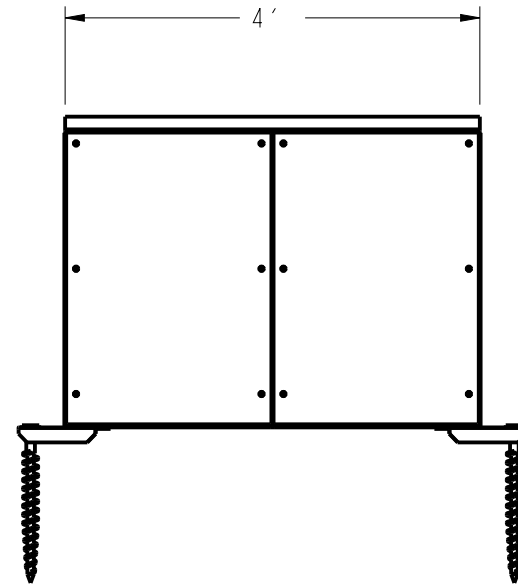
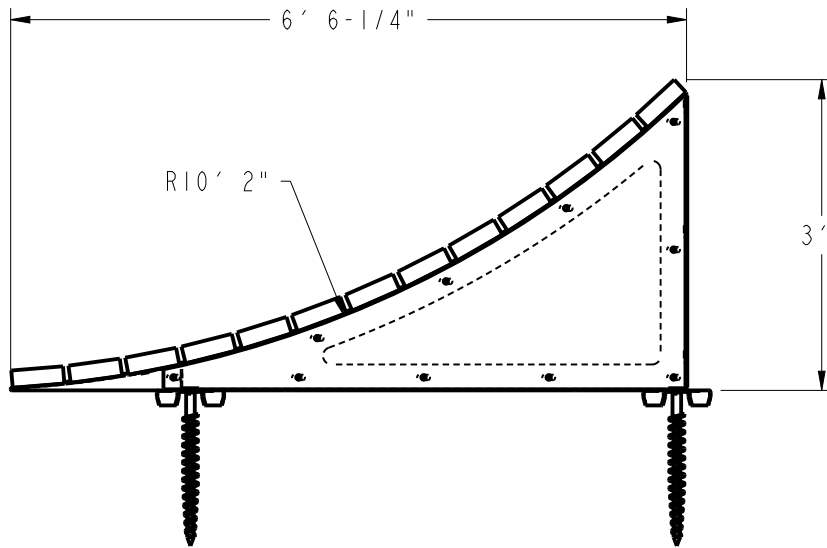
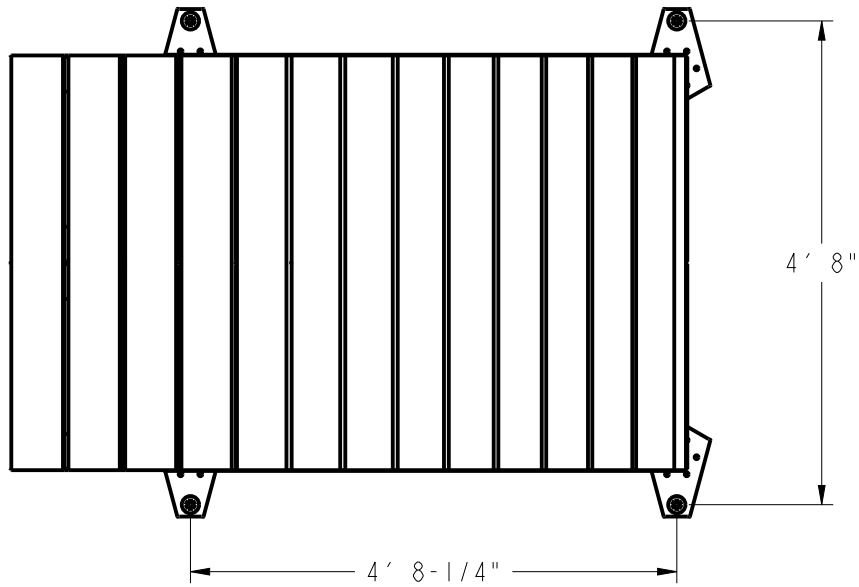
REVISION HISTORY		
REV	DESCRIPTION	REV
		Item # 5.

EXPLODED VIEW



ITEM	PART NUMBER	DESCRIPTION	QTY
7	170510645	BACK ENCLOSURE, 24" WIDE	2
6	170510643	SIDE ENCLOSURE, FULL	2
5	170510596	SCREW ANCHOR PLATE, SINGLE, 1.5" ANCHOR HOLE	4
4	170250048	48" WOOD BOARD, 2X6 SQUARE CUT	13
3	170110311	3' KICKER FRAME, 24" WIDE, RIGHT	1
2	170110310	3' KICKER FRAME, 24" WIDE, BOTH	1
1	110460024	EARTH ANCHOR, 18" LONG	4

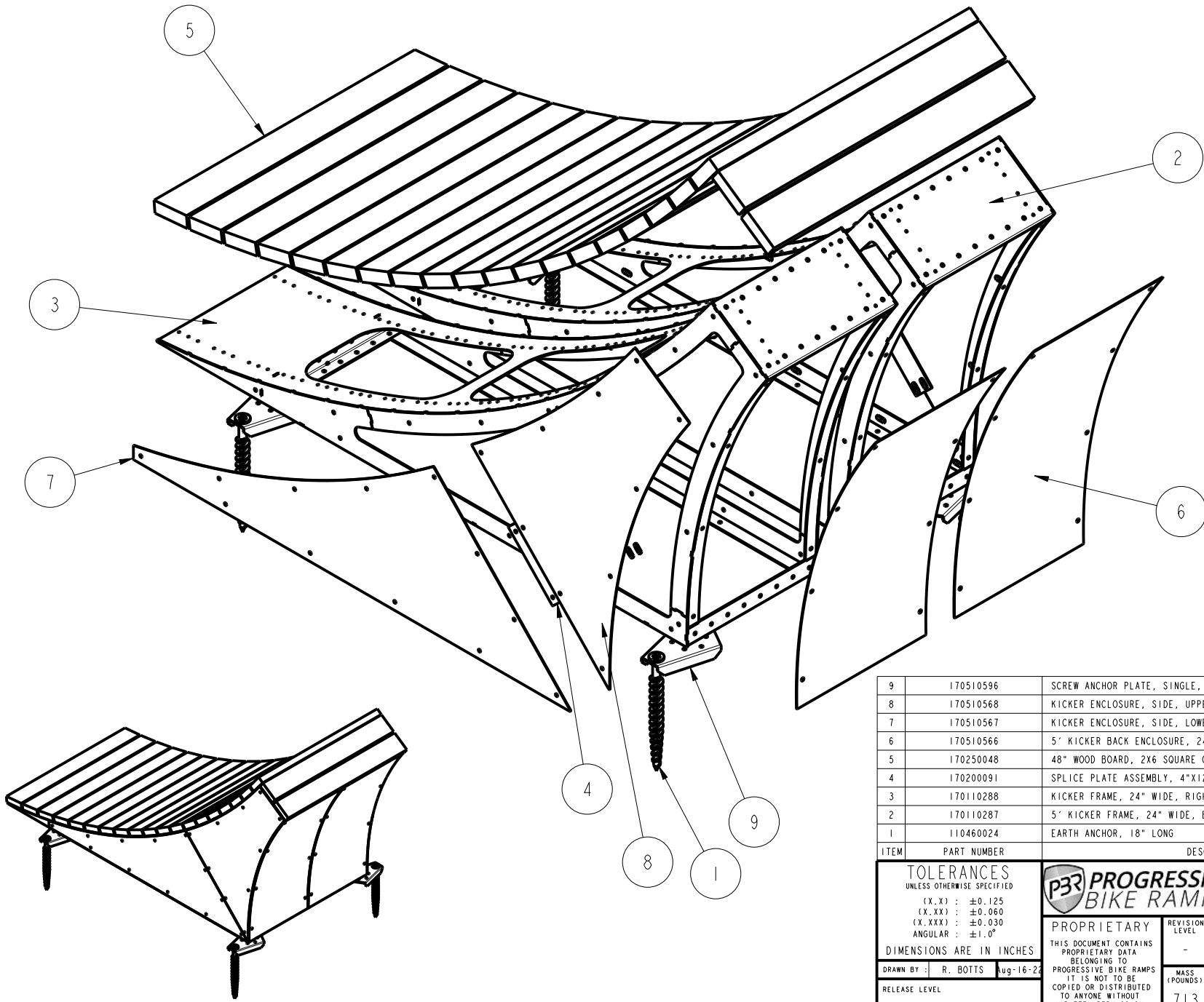
TOLERANCES UNLESS OTHERWISE SPECIFIED (X.X) : ±0.125 (X.XX) : ±0.060 (X.XXX) : ±0.030 ANGULAR : ±1.0°				601 S. MCKINLEY AVE. JOPLIN, MO 64801-3220 PH: 855-727-7267 www.progressivebikeramps.com	
DIMENSIONS ARE IN INCHES DRAWN BY : R. BOTTS Aug-04-22		PROPRIETARY THIS DOCUMENT CONTAINS PROPRIETARY DATA BELONGING TO PROGRESSIVE BIKE RAMPS IT IS NOT TO BE COPIED OR DISTRIBUTED TO ANYONE WITHOUT WRITTEN PERMISSION.		REVISION LEVEL: - MASS (POUNDS): 435 DWG NO.: KCR-3481	
RELEASE LEVEL: - Released		DO NOT SCALE THIS PRINT		SHE: 463	



<p>TOLERANCES UNLESS OTHERWISE SPECIFIED</p> <p>(X.X) : ±0.125 (X.XX) : ±0.060 (X.XXX) : ±0.030 ANGULAR : ±1.0°</p>		<p>P3R PROGRESSIVE BIKE RAMPS 601 S. MCKINLEY AVE. JOPLIN, MO 64801-3220 PH: 855-727-7267 www.progressivebikeramps.com</p>	
<p>DIMENSIONS ARE IN INCHES</p>		<p>PROPRIETARY THIS DOCUMENT CONTAINS PROPRIETARY DATA BELONGING TO PROGRESSIVE BIKE RAMPS. IT IS NOT TO BE COPIED OR DISTRIBUTED TO ANYONE WITHOUT WRITTEN PERMISSION.</p>	<p>REVISION LEVEL - MASS (POUNDS) 435</p>
<p>DRAWN BY : R. BOTTS Aug-04-22</p>	<p>RELEASE LEVEL</p>	<p>KICKER RAMP</p>	<p>3' HIGH, 48" WIDE, EA</p>
<p>Released</p>	<p>DO NOT SCALE THIS PRINT</p>	<p>DWG NO. KCR-3481</p>	<p>SHE 464</p>

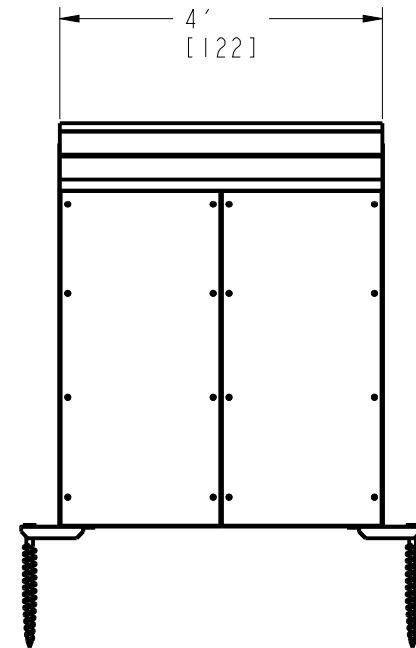
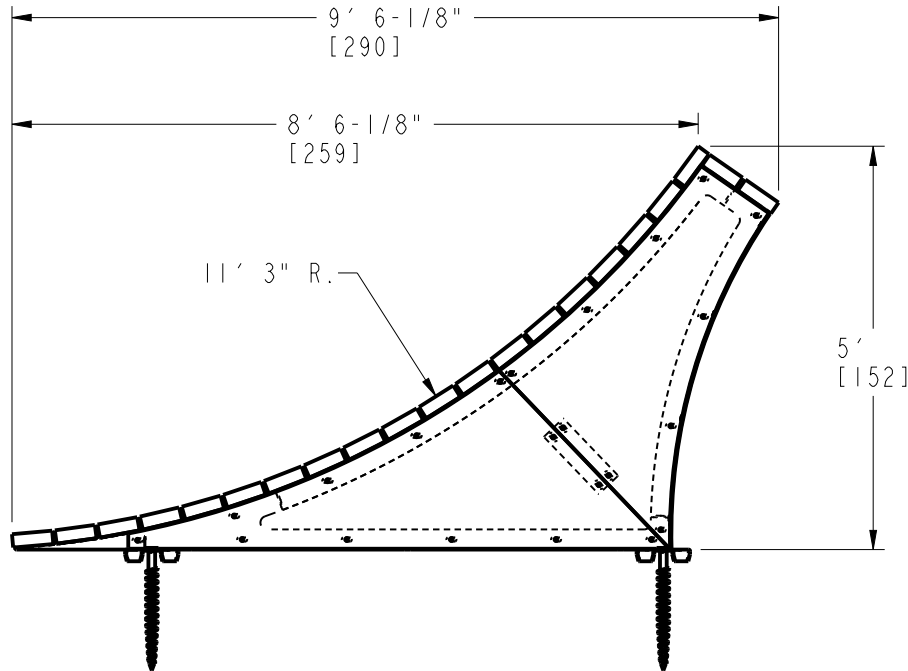
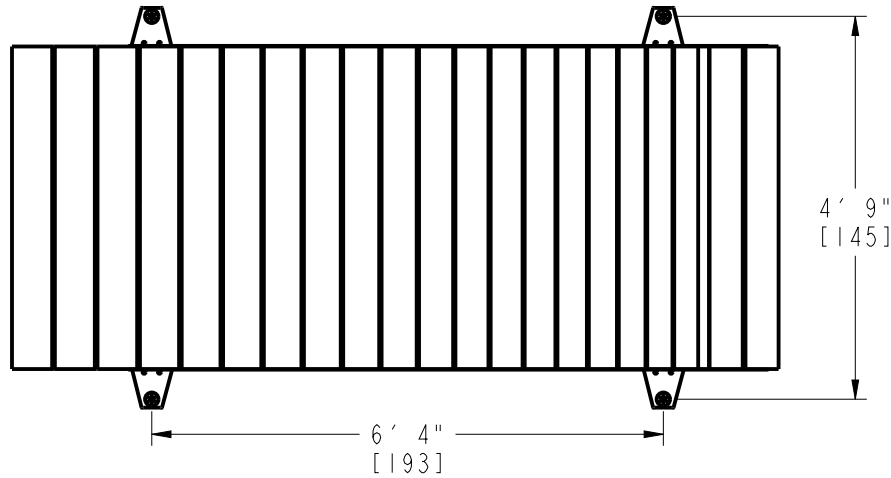
EXPLODED VIEW

REVISION HISTORY		
REV	DESCRIPTION	REV
		Item # 5.



9	170510596	SCREW ANCHOR PLATE, SINGLE, 1.5\"/>	
8	170510568	KICKER ENCLOSURE, SIDE, UPPER	2
7	170510567	KICKER ENCLOSURE, SIDE, LOWER	2
6	170510566	5' KICKER BACK ENCLOSURE, 24\"/>	
5	170250048	48\"/>	
4	170200091	SPLICE PLATE ASSEMBLY, 4\"/>	
3	170110288	KICKER FRAME, 24\"/>	
2	170110287	5' KICKER FRAME, 24\"/>	
1	110460024	EARTH ANCHOR, 18\"/>	
ITEM	PART NUMBER	DESCRIPTION	QTY

TOLERANCES UNLESS OTHERWISE SPECIFIED (X.X) : ±0.125 (X.XX) : ±0.060 (X.XXX) : ±0.030 ANGULAR : ±1.0°				601 S. MCKINLEY AVE. JOPLIN, MO 64801-3220 PH: 855-727-7267 www.progressivebikeramps.com	
DIMENSIONS ARE IN INCHES DRAWN BY : R. BOTTS Aug-16-22		PROPRIETARY THIS DOCUMENT CONTAINS PROPRIETARY DATA BELONGING TO PROGRESSIVE BIKE RAMPS. IT IS NOT TO BE COPIED OR DISTRIBUTED TO ANYONE WITHOUT WRITTEN PERMISSION.	REVISION LEVEL -	KICKER RAMP 5' HIGH, 48" WIDE, EA	
RELEASE LEVEL Released		MASS (POUNDS) 713	DWG NO. KCR-5481	SHE 465	
DO NOT SCALE THIS PRINT					



<p>TOLERANCES UNLESS OTHERWISE SPECIFIED</p> <p>(X.X) : ±0.125 (X.XX) : ±0.060 (X.XXX) : ±0.030 ANGULAR : ±1.0°</p> <p>DIMENSIONS ARE IN INCHES</p> <p>DRAWN BY : R. BOTTS Aug-16-22</p> <p>RELEASE LEVEL</p> <p>Released</p>		<p>P3R PROGRESSIVE BIKE RAMPS</p> <p>THIS DOCUMENT CONTAINS PROPRIETARY DATA BELONGING TO PROGRESSIVE BIKE RAMPS. IT IS NOT TO BE COPIED OR DISTRIBUTED TO ANYONE WITHOUT WRITTEN PERMISSION.</p> <p>REVISION LEVEL</p> <p>-</p> <p>MASS (POUNDS)</p> <p>713</p>	<p>601 S. MCKINLEY AVE. JOPLIN, MO 64801-3220 PH: 855-727-7267 www.progressivebikeramps.com</p> <p>KICKER RAMP</p> <p>5' HIGH, 48" WIDE, EA</p> <p>DWG NO. KCR-5481</p>
<p>THIRD ANGLE PROJECTION</p> <p>DO NOT SCALE THIS PRINT</p>		<p>SHE</p> <p>466</p>	

GENERAL COORDINATION SPECIFICATION

(GC) GENERAL CONTRACTOR
 (DB) DESIGN-BUILD CONTRACTOR
 (SP/PT/JL) SKATEPARK/PUMP TRACK/JUMP LINE

CONSTRUCTION RESPONSIBILITY IS NOTED BELOW:

CLEARING

GC CLEAR AND GRUB SITE, REMOVE TREES AS NECESSARY

UTILITIES

GC INSTALL UTILITY CONNECTIONS TO AREA DRAIN LOCATIONS WITHIN SP, STUB UP FOR DB TO CONNECT TO.
 DB DB TO PROVIDE AREA DRAIN GRATE, FRAME AND BASIN AND CONNECT TO PIPE.
 DB FOR DRYWELL AREAS (WITHIN PUMPTRACK), DB TO PROVIDE DRAIN ROCK, DRY WELL AS NECESSARY TO ACCOMMODATE DRAINAGE.

GRADING

GC GC TO PROVIDE ROUGH GRADING OF ALL AREAS TO WITHIN 10-INCHES (PLUS/MINUS) OF FINAL GRADE NOT INCLUDED TRANSITION BOWLS FOR SP/PT/JL.
 DB DB IS RESPONSIBLE FOR ADDING NECESSARY DRAIN ROCK/FILL MATERIAL/TOPSOIL FOR CONCRETE/ASPHALT/PLANTING AREAS TO ACHIEVE FINAL GRADE.
 GC GC TO PROVIDE A STOCKPILE OF TOPSOIL THAT APPROXIMATES THE NECESSARY FILL MATERIAL FOR LANDSCAPE PLANTED AREAS WITHIN SP/PT/JL.
 DB DB TO CONFIRM TOPSOIL QUANTITY NEEDED PRIOR TO CONSTRUCTION.
 DB DB TO BE RESPONSIBLE FOR TRANSPORTING TOPSOIL FROM STOCKPILE TO AREAS WITHIN THEIR SCOPE AND AMENDING SOIL WITH 2-INCHES OF COMPOST.
 DB DB TO COORDINATE WITH GC PRIOR TO CONSTRUCTION FOR ALL GRADING AND EARTHWORK OF THE SP/PT/JL SCOPE.

PLANTING

DB DB WILL BE RESPONSIBLE FOR PLANTING (SOD/SEED) ALL EXPOSED AREAS. SODDING OF AREAS **SHALL NOT COMMENCE UNTIL SEPTEMBER 30TH**.

GENERAL SKATEPARK CONSTRUCTION SPECIFICATIONS

GENERAL NOTES:

1. SITE TO BE GRADED AS PER PLAN.

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2. ALL WORK PERFORMED TO COMPLY WITH ALL APPLICABLE NATIONAL, STATE, AND/OR LOCAL BUILDING CODES.
3. ALL SOIL USED IN CONSTRUCTION SHALL BE VIBRATORY HAND ROLLED TO 95% MAX. STANDARD PROCTOR DENSITY PRIOR TO ANY POURING OF CONCRETE ON SITE.
4. CONTRACTOR SHALL TAKE ALL PRECAUTIONS ON SITE INVOLVING RUN OFF, BY USING EITHER SILT SOCKS, SILT FENCE, OR HAY BALE DIKES, IN ACCORDANCE WITH COUNTY REGULATIONS.
5. CONTRACTOR SHALL NOTIFY ALL UTILITIES TO ALL FOR LOCATION OF ANY BURIED SERVICES IN THE AREA PRIOR TO BEGINNING OF CONSTRUCTION. ANY SERVICES SHOWN IN THE SET ARE FOR REFERENCE ONLY, AND MAY NOT SHOW ALL SERVICES CURRENTLY ON SITE. CONTRACTOR SHALL WAIT A MINIMUM OF TWO (2) BUSINESS DAYS TO ALLOW UTILITIES TO BE LOCATED.
6. CONTRACTOR ASSUMES ALL RESPONSIBILITY FOR ANY DAMAGED PROPERLY MARK UTILITIES. ANY UTILITIES. ANY UTILITIES DAMAGED WILL BE SOLELY THE CONTRACTORS RESPONSIBILITY TO REPAIR AND SHALL PROVIDE ALL EXPENSES ASSOCIATED WITH THE DAMAGE.
7. CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS, TRANSPORTATION, AND SERVICES NECESSARY TO FURNISH AND INSTALL ALL CONSTRUCTION ELEMENTS AND SHOWN IN THIS SET OF PLANS AND NOTES.
8. CONTRACTOR SHALL IMPLEMENT THE CONSTRUCTION OF THE SKATEPARK PROJECT, INCLUDING BUT NOT LIMITED TO, CONSTRUCTION OF THE SITE GRADING, SKATE PARK IMPROVEMENTS, AND/OR ANY SWPPP THAT MAY BE REQUIRED (PER LOCAL OR STATE REGULATIONS).
9. GENERAL CONTRACTOR AND NOT SKATE PARK AND PUMP TRACK CONTRACTOR SHALL BE RESPONSIBLE FOR PLACING CONSTRUCTION FENCING TO ENSURE SAFETY FOR ALL CONSTRUCTION FENCING TO ENSURE SAFETY FOR ALL OTHER PARK USERS.
10. COORDINATING OPERATIONS WITH OTHER WORK OF THE PROJECT. FOR COMBINATION SKATEPARK/PUMP TRACK PROJECTS, MUST PROVIDE SEAMLESS TRANSITION BETWEEN RIDING SURFACES.
11. CONTRACTOR WILL NEED POWER AND WATER TO THE SITE FOR CONSTRUCTION PURPOSES
12. CONTRACTOR WILL BE RESPONSIBLE FOR DIGGING OUT THE BOWLS OF THE SKATE PARK. THIS WILL BE A BALANCE SITE AND THE SOIL MUST BE DISPERSED ONSITE.

SHOTCRETE NOTES:

1. ACI STANDARD 506, LATEST EDITION "SPECIFICATION FOR MATERIALS, PROPORTIONING, AND APPLICATION OF SHOTCRETE" AND ACI 506.2, LATEST EDITION "RECOMMENDED PRACTICES FOR SHOTCRETING" SHALL BE FOLLOWED.

2. CONTRACTOR SHALL HAVE AN ACI-CERTIFIED SHOTCRETE NOZZLEMAN PRESENT FOR CONSTRUCTION (CERTIFICATION MUST BE VALID).
3. ANY IN-PLACE SHOTCRETE MATERIAL WHICH EXHIBITS SAGS OR SLOUGHS, SEGREGATION, HONEYCOMBING, SAND POCKETS OR OTHER OBVIOUS DEFECTS SHALL BE REMOVED AND REPLACED.
4. ANY REBOUND OR ACCUMULATED LOOSE AGGREGATE SHALL BE REMOVED FROM THE SURFACES TO BE COVERED PRIOR TO PLACING THE INITIAL OR ANY SUCCEEDING LAYERS OF SHOTCRETE APPLICATION.
5. JOINTS IN WALLS ARE PERMISSIBLE. AT JOINTS, SHOTCRETE SHALL BE SLOPED TO A THIN EDGE. BEFORE PLACING ADDITIONAL MATERIAL, ALL SURFACES SHALL BE THOROUGHLY CLEANED AND WETTED AND ALL REINFORCING STEEL SHALL BE BRUSHED FREE OF LATENT SHOTCRETE MATERIALS.
6. ALL SURFACES SHALL HAVE A SMOOTH TROWEL FINISH, UNLESS OTHERWISE NOTED.
7. THE CONTRACT WILL PROVIDE ALL BASE ROCK FOR ALL CONCRETE AND ASPHALT WORK.

CONCRETE NOTES:

1. ALL CONCRETE CONSTRUCTION SHALL CONFORM TO AMERICAN CONCRETE INSTITUTE'S "BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE" (ACI 318 - LATEST EDITION) AND "SPECIFICATION FOR STRUCTURAL CONCRETE FOR BUILDINGS" (ACI 301 - LATEST EDITION)
2. REINFORCEMENT SHALL CONFORM TO ASTM "SPECIFICATIONS FOR DEFORMED & PLAIN BILLET-STEEL BARS FOR CONCRETE REINFORCEMENT" - A615 GRADE 60, MINIMUM YIELD STRENGTH OF 60,000 PSI.
3. MINIMUM TO CENTER OF BAR COVERAGE FOR REINFORCEMENT IN SITE-CAST CONCRETE SHALL BE AS FOLLOWS:

CONCRETE CAST AGAINST EARTH-----3"

CONCRETE EXPOSED TO WEATHER OR EARTH

(FORMED) #5 BAR & LARGER---3"

#4 BAR AND SMALLER-2"

4. JOINT MATERIAL FOR COLD JOINTS AND EXPANSION JOINTS SHALL BE "BASF NP1" OR APPROVED EQUIVALENT, INSTALLED AS PER MANUFACTURER'S RECOMMENDATIONS.
5. CONDUITS, PIPES, AND SLEEVES EMBEDDED IN CONCRETE SHALL CONFORM TO THE 2009 IBC.
6. AGGREGATE BASE AS REQUIRED BY LOCAL PRACTICE OR GEOTECHNICAL REPORT, SHALL BE A COMMONLY AVAILABLE MATERIAL, W/ AGGREGATE SIZE RANGING FROM " - " COMPACTED TO NOT LESS THAN 95% OF 38" - " COMPACTED TO NOT LESS THAN 95% OF 34" COMPACTED TO NOT LESS THAN 95% OF MAX. STANDARD PROCTOR DENSITY. THE TOP 12" [300mm] OF SUBGRADE MATERIAL SHALL BE COMPACTED TO 95% OF STANDARD PROCTOR AS PER ASTM D-698.

7. ALL WORK SHALL BE IN ACCORDANCE WITH THE SAFETY AND PERFORMANCE GUIDELINES PERTAINING TO IN-GROUND SKATEPARK FACILITIES AS SPECIFIED IN THE STANDARD GUIDE FOR IN-GROUND CONCRETE SKATEPARK ASTM F-2480

8. SECURE ALL REINFORCING, ANCHOR BOLTS, INSERTS, ETC. RIGIDLY IN PLACE PRIOR TO POURING CONCRETE.

9. ALL REBAR SHALL BE COLD BENT.

10. REMOVE FORMS AT FOLLOWING MINIMUM TIMES AFTER POURING, UNLESS OTHERWISE IDENTIFIED: SLAB EDGES = 24 HOURS, AT WALLS LESS THAN 4'-0" [1.22m] HIGH = 36 HOURS

11. DURING THE CURING PERIOD, CONCRETE SHALL BE MAINTAINED AT A TEMPERATURE ABOVE 40°F [4°C] AND IN MOIST CONDITION. FOR INITIAL CURING, CONCRETE SHALL BE KEPT CONTINUOUSLY MOIST FOR 24 HOURS AFTER PLACEMENT IS COMPLETE. FINAL CURING SHALL CONTINUE FOR SEVEN DAYS AFTER PLACEMENT AND SHALL CONSIST OF APPLICATION OF CURING COMPOUND AS PER ASTM C309. APPLY AT A RATE SUFFICIENT TO RETAIN MOISTURE, BUT NOT LESS THAN 1 GALLON [4.55L] PER 200 SQUARE FT [18.58m²], COVER CONCRETE WITH POLYETHYLENE PLASTIC TO MAINTAIN TEMPERATURE IF NECESSARY. LAP SEAMS IN THE PLASTIC 6" [15.24cm] AND TAPE, WEIGHT DOWN THE PLASTIC AS NEEDED.

12. WELDED WIRE MESH SHALL NOT BE USED AS A SUBSTITUTE FOR REBAR, UNLESS NOTED IN PLANS OTHERWISE.

SKATEPARK NOTES:

1. ALL SKATEPARK CONCRETE SHALL BE REINFORCED WITH #3 REINFORCING BARS @ 12" O.C. FOR SLABS AND FOR ALL TRANSITIONAL AREAS USING SHOTCRETE), BOTH DIRECTIONS, SEE DETAILS FOR SLAB THICKNESS USED.

2. ALL EDGES AND CORNERS OF CONCRETE FEATURES SHALL HAVE " RADII OR " CHAMFER, AS PER 12" RADII OR " CHAMFER, AS PER 34" CHAMFER, AS PER OWNERS CHOICE, UNLESS NOTED OTHERWISE ON PLANS.

3. CONTRACTOR SHALL VERIFY AND COORDINATE ALL FINISH GRADES AND CURB EDGES WITH RELATED SITE IMPROVEMENTS. CONTRACTOR SHALL REPORT IMMEDIATELY TO THE OWNER'S REPRESENTATIVE ANY CONFLICTS OR DISCREPANCIES FOUND.

4. CONTRACTOR SHALL REMOVE ANY WATER, PONDING, OR DEBRIS FROM SITE, PRIOR TO AND DURING CONSTRUCTION AS REQUIRED, PRIOR TO POURING ANY CONCRETE ON SITE.

5. WRITTEN DIMENSIONS ARE TO TAKE PRECEDENCE OVER ANY SCALED DIMENSIONS, AND IN NO WAY SHALL THE CONTRACTOR SCALE ANY DIMENSIONS DIRECTLY FROM THIS SET FOR ACTUAL CONSTRUCTION USE. CONTRACTOR SHALL VERIFY ALL DIMENSIONS PRIOR TO, AS PART OF LAYOUT, WITH THE UNDERSTANDING THAT SOME DIMENSIONS MAY VARY SLIGHTLY. CONTRACTOR SHALL

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REPORT IMMEDIATELY TO THE OWNER'S REPRESENTATIVE ANY CONFLICTS OR DISCREPANCIES FOUND ON SITE THAT MAY IMPEDE CONSTRUCTION OF PARK.

6. ALL SKATEPARK CONCRETE SHALL HAVE A SMOOTH HARD TROWEL FINISH.

7. ALL REINFORCING BARS SHALL HAVE AN ALTERNATING 24" OVERLAP; TYP. SEE SPECIFICATIONS FOR FURTHER DETAILS.

8. CONSTRUCTION CONTRACTOR SHALL BE RESPONSIBLE FOR SITE LAYOUT, NOTIFICATION OF UTILITIES, AND CONSTRUCTION STAKING.

CONSTRUCTION NOTES:

1. IN THE AREA OF THE SKATEPARK: EXISTING ORGANIC MATERIAL, UNSUITABLE SOIL, AND OTHER DELETERIOUS MATERIALS SHALL BE REMOVED. FILL MATERIAL REQUIRED SHALL BE OF A SIMILAR TYPE OF SOIL THAT IS PRESENT AT THE SITE EXHIBITING LIQUID LIMIT VALUES BELOW 45 AND PLASTIC INDEX VALUES LESS THAN 25. NO ROCK GREATER THAN 8" SHALL BE ALLOWED IN STRUCTURAL FILL MATERIAL. ALL FILL MATERIAL SHALL BE PLACED IN LOOSE LIFTS NO GREATER THAN 6" IN DEPTH AND SHALL BE COMPACTED TO A DENSITY NO LESS THAN 95% OF THE MAXIMUM STANDARD PROCTOR DRY DENSITY (ASTM D-698) AT A MOISTURE CONTENT OF 3% ABOVE OR BELOW OPTIMUM.

2. ALL SOIL BELOW SLABS AND FOOTINGS SHALL BE PROPERLY COMPACTED AND SUBGRADE BROUGHT TO A REASONABLE TRUE AND LEVEL PLANE BEFORE PLACING CONCRETE. AFTER EXCAVATION FOR FOOTINGS AND FLAT SLABS, AND PRIOR TO PLACEMENT OF STEEL REINFORCEMENT OR CONCRETE, CONTRACTOR TO NOTIFY ENGINEER FOR INSPECTION OF SOIL CONDITIONS.

3. EXCAVATION FOR FOOTINGS SHALL BE CUT TO ACCURATE SIZE AND DIMENSIONS AS SHOWN ON PLANS. IF ADEQUATE BEARING IS NOT ENCOUNTERED AT THE MINIMUM ELEVATIONS SPECIFIED, CONTACT THE ENGINEER FOR NEW BEARING ELEVATIONS.

4. ALL LOOSE SOILS OR SOILS SOFTENED DUE TO MOISTURE COLLECTION IN THE TRENCH AFTER EXCAVATION SHOULD BE REMOVED BEFORE CONCRETING.

5. LEVEL OUT BOTTOM OF EXCAVATIONS FOR STRUCTURES. DO NOT LEAVE HARD SPOTS. THE EXCAVATION FOR FOOTINGS SHALL BE CUT TO ACCURATE SIZE AND DIMENSIONS AS SHOWN ON THE PLANS.

6. OWNER, OWNER'S REPRESENTATIVE, OR ENGINEER MAY ORDER ANY PROFESSIONAL TESTS (GEOTECHNICAL REPORTS, SOIL COMPACTION, CONCRETE CYLINDERS, ETC.) AT ANY TIME DURING THE CONSTRUCTION PROCESS. IF THESE TESTS ARE ORDERED AND PASSING, IT WILL BE AT THE COST TO THE OWNER. THE CONTRACTOR WILL BE RESPONSIBLE FOR THE COST OF FAILING TESTS.

GENERAL ASPHALT PUMP TRACK CONSTRUCTION SPECIFICATIONS

BIKE PARK GENERAL NOTES

1. ASPHALT PUMP TRACK SPECIFICATIONS

1.1. WORK ON AN HMA SURFACE PUMP TRACK INCLUDES BUT IS NOT LIMITED TO PROVIDING FIELD DESIGN AND CONSTRUCTION OF AN HMA-SURFACED PUMPTRACK

1.1.1. FIELD DESIGN AND CONSTRUCTION OF AN HMA-SURFACED PUMPTRACK FOR ALL AGES AND RIDING ABILITIES

1.1.2. THE ABILITY TO RIDE BIKES, SKATEBOARDS, ROLLERBLADES AND SCOOTERS

1.1.3. INCLUDE AT LEAST (1) STEEL FRAME, FASTENER FREE WALL RIDE

1.1.4 THE ABILITY TO HOST UCI SANCTIONED PUMP TRACK WORLD CHAMPIONSHIP RACES

1.1.5. AT MOST 1.5CM HMA PAVING RIDING SURFACE

1.1.6. IMPORTING MATERIALS REQUIRED TO COMPLETE THE WORK

1.1.7. COORDINATING OPERATIONS WITH OTHER WORK OF THE PROJECT. FOR COMBINATION SKATEPARK/PUMP TRACK PROJECTS, MUST PROVIDE SEAMLESS TRANSITION BETWEEN RIDING SURFACES.

1.2. QUALITY ASSURANCE

1.2.1. CONTRACTOR IS REQUIRED TO MEASURE ALL SUB-GRADES AND FINISH GRADES TO LASER LEVEL ACCURACY AND SHALL PROVIDE A LAST LEVEL ON SITE FOR THE OWNER TO USE FOR CHECKING IF DESIRED

1.2.2. SUBGRADES: PLUS MINUS 1.5CM IN 3M OF DESIGN ELEVATIONS

1.2.3. OTHER UNPAVED AREAS PLUS OR MINUS 3 CM IN 3M FROM DESIGN

1.2.4. COMPACTION FILLS EMBANKMENTS , FINISH GRADES, AND ALL IMPORTED AGGREGATES TO A MAXIMUM OF 95% DRY DENSITY(MDD AS DETERMINED BY ASTM: D 1557 OR AS OTHERWISE NOTED

1.3. FIELD SURVEYING

FIELD SURVEYING SHALL BE CONDUCTED TO BE LASER ACCURATE TO ONE 0.25 CM. LASER LEVEL SHALL BE PRESENT ON SITE AND AVAILABLE FOR USE BY OWNER TO CHECK GRADES

1.4. PUMP TRACK DIMENSIONS

START PLATFORM HEIGHT - 1.3M
BERM HEIGHTS - MAX 1.3M
PUMP SPACING - 2.4M TO 5.5M - VARIES BY HEIGHT
BERM RADII - 90-180 DEGREE

1.5. PROTECTION OF EXISTING FACILITIES

1.5.1. UTILITIES: THE CONTRACTOR SHALL PROTECT FROM DAMAGE, PRIVATE AND PUBLIC UTILITIES. VERIFY THE LOCATIONS OF UNDERGROUND UTILITIES, CALL LOCAL SERVICE A MINIMUM 48 HOUR PRIOR TO EXCAVATION. VERIFY LOCATION OF UTILITIES AND IDENTIFY THOSE TO REMAIN INTACT AND IN CONTINUOUS OPERATION. PROTECT ACTIVE UTILITIES ENCOUNTERED.

1.5.2. PAVEMENT: THE CONTRACTOR SHALL PROTECT FROM DAMAGE ALL NEW AND EXISTING PAVEMENT OR PAVED AREAS INCLUDING CURBS AND WALK INTENDED TO REMAIN. CONTRACTOR SHALL BE RESPONSIBLE FOR REPLACEMENT IF DAMAGE OCCURS TO PAVEMENT CURBS.

1.6. BARRIERS AND SAFETY

PROVIDE FOR PROTECTION AS REQUIRED BY LOCAL DEPARTMENT OF LABOR AND INDUSTRIES

1.7. GEOTEXTILE FABRIC

GEOTEXTILE FABRIC SHALL COMPLY AND BE NON-WOVEN GEOTEXTILE FOR SEPARATION

1.8. EXECUTION

1.8.1. PRIOR TO ALL WORK, THE CONTRACTOR SHALL BECOME THOROUGHLY FAMILIAR WITH THE SITE CONDITIONS. PRIOR TO COMMENCING THE TRACK CONSTRUCTION, ALL SITE SURFACE WATER SHALL BE COLLECTED AND ROUTED AWAY FROM THE WORK AREAS TO FACILITATE THE WORK.

1.8.2. DELAYS MAY OCCUR DUE TO INCLEMENT WEATHER. IT SHALL BE A CONTRACTOR'S RESPONSIBILITY TO IMMEDIATELY NOTIFY THE OWNER AND REQUEST AND EXTENSION OF COMPLETION TIME FOR JUSTIFIED REASONS.

1.9. FINISH ELEVATION AND LINES

ELEVATIONS SHOWN ON DRAWINGS INDICATE THE GENERAL, FINISHED HEIGHTS FOR ALL BERMS AND ROLLERS. ELEVATIONS SHOWN ARE MEASURED FROM THE FINISHED SUBGRADE. FINISH ELEVATIONS FOR ALL BERMS, ROLLERS, AND TRACK FEATURES MAY

VARY FROM THOSE INDICATED TO ENSURE THE FINAL LAYOUT IS WELL DESIGNED, SAFE, AND THE PUMPTRACK IS FUNCTIONING AS IT SHOULD.

1.10. FILL AND COMPACTION

1.10.1. SPREAD SUBGRADE IN LOOSE LIFTS NOT TO EXCEED 20 CM IN THICKNESS. EACH LIFT SHALL HAVE THE OPTIMUM MOISTURE CONTENT AND MUST BE COMPACTED TO MIN. 95% COMPACTION PRIOR TO PLACING THE NEXT LIFT.

1.10.2. WATER OR AERATE THE FILL MATERIAL AS NECESSARY.

1.10.3. REPEAT COMPACTION PROCESS UNTIL FINISH GRADE IS ATTAINED.

1.11. HMA SURFACING

1.11.1. OWNER WILL BE NOTIFIED BEFORE HMA IS APPLIED. THIS IS THE PERIOD FOR INSPECTION BEFORE HMA PHASE BEGINS.

1.11.2. HMA WILL BE HAND PLACED AND COMPACTED TO A DEPTH OF 7.5CM WITH A DRUM ROLLER OR PLATE COMPACTOR.

1.12. GRADING

EXCEPT AS OTHERWISE DIRECTED BY THE OWNER, PERFORM ALL ROUGH AND FINISH GRADING REQUIRED TO ATTAIN THE ELEVATIONS REQUIRED FOR AN ACCEPTABLE PUMPTRACK. PROVIDE THE GRADING TO AN ELEVATION TO ALLOW FOR FINISH MATERIALS AND TO ACHIEVE A SMOOTH TRANSITION TO UNDISTURBED GRADES AT THE PROJECT PERIMETER.

1.13. LANDSCAPING

CONTRACTOR MUST PROVIDE LANDSCAPING OPTIONS FOR INFILL AND SLOPES OF PUMPTRACK. LANDSCAPING OPTIONS MAY INCLUDE SOIL/SOD AND POURABLE PERMEABLE PAVEMENT.

1.14. DISPOSAL OF EXCESS MATERIALS

1.13.1. EXCAVATED MATERIAL IN EXCESS OF THE MATERIAL USED TO ATTAIN FINISH GRADES SHALL BE CONSIDERED COMMON BARROW AND SPREAD ON SITE

1.13.2. REMOVE UNACCEPTABLE EXCAVATED MATERIAL (MATERIAL THAT IS NOT MINERAL SOIL), INCLUDING BUT NOT LIMITED TO TRASH, REBAR AND WOODY DEBRIS SHALL BE HAULED OFF-SITE AND DISPOSED OF IN A LEGAL MANNER.

MOUNTAIN BIKE PARK GENERAL SPECIFICATIONS



Progressive Bike Ramps | 601 S. McKinley | Joplin, MO 64801 | 417.288.4466
www.progressivebikeramps.com

1. **Product Liability:** Must have at least \$2 Million of product liability insurance in effect and provide a certificate of insurance. This requirement is standard for prefabricated equipment used in municipal applications and is necessary for proper liability protection.
2. **Warranty:** 10 year limited warranty.
3. **Fastener Free Riding Surface:** Riding surface must NOT have screw or bolt heads present. This ensures a safer, smoother riding surface.
4. **Transition Plate:** All ladder bridges and skinny sections will have a transition plate from dirt to riding surface. Must be 7 gauge steel.
5. **Steel Frame:** Framing of the equipment must be galvanized steel and powder coated.
6. **American Made:** Product must be made in the USA, and the company must be a registered American Company.
7. **Installation Options:** Must offer the option of a full factory install or for the customers to easily install equipment themselves. Must present the option of providing a factory supervisor to oversee self-install either for initial installation or for future add-on considerations.
8. **Colors:** Must offer custom colors. This requirement allows a city to choose colors that may be more appealing or meaningful in a certain setting.
9. **Modular:** Equipment must be able to easily bolt together on all sides with the ability to expand widths and lengths by bolting in additional sections. Ramp sections that are dropped into place and not easily expandable to various widths will not be considered. This requirement allows the city to expand with additional phases in a seamless fashion.
10. **Equipment Selection:** Must have the option to have ramps any height, width, and unlimited ramp selection.
11. **Hardware (connections metal to metal):** Must be stainless steel tamper resistant bolts and nuts with nylon inserts. No self-tapping or "factory press fit" nuts will be allowed.
12. **Hardware (connection metal to wood):** ¼" by ¼" galvanized hex, lag screw.

13. Specified Equipment: See below for exact equipment requested. Any deviations from the specification will not be considered.

Feature	QTY	Height	Width
PBR Kicker Ramp	2	3.0'	4.0'
PBR Kicker Ramp	4	5.0'	4.0'
PBR Beginner curved wall 55-degree angle 20' radius	1	6.0'	20.0'
PBR 90° Wall Ride	1	4.5'	16.0'

EXHIBIT G:

Addenda or Change in Scope

Change in Scope 1:

Eliminated 3,087 sqft of sky blue concrete flatwork and replaced with gray concrete flatwork totaling and 16,509 sqft concrete flatwork. (13,422 sqft + 3,087 sqft = 16,509).

Total deducted from project amount: \$50,861.05

Total adjusted contract amount: \$2,238,227.95

BID TABULATION:

DIVISION	AMOUNT
Div 00 - General Conditions / labor / mobilization / tools / equipment	\$ 89,375.00
Div 03 - All Asphalt Flatwork	\$ 865,838.00
Div 04 - Concrete Flatwork (Sky Blue)	\$ 127,573.00
Div 05 - Shotcrete	\$ 655,994.00
Div 06 - Metals	\$ 58,354.00
Div 07 - Progressive Bike Ramp Features	\$ 43,796.00
Div 08 - Landscape / SOD & Seeding	\$ 63,836.00
Div 09 - Cut and Fill Work (lump sum)	\$ 50,742.00
Div 10 - Concrete Flatwork (no specific color)	\$ 333,581.00 410,292.95
Div 11 -	\$
Div 12 -	\$
Div 13 -	\$
Div 21 -	\$
Div 22 -	\$
Div 23 -	\$
Div 26 -	\$
Div 27 -	\$
Div 28 -	\$
Div 31 -	\$
Div 32 -	\$
Div 33 -	\$

TOTAL BASE BID	\$ 2,289,089.00 \$ 2,238,227.95
-----------------------	---

_____ DOLLARS

Said amount hereafter is referred to as the Base Bid.

ADD ALTERNATIVES:

Add Alternative	AMOUNT
Pourable Permeable Pavement	\$94,835.00

Addenda

None at time of contract execution

EXHIBIT H:

Form of Warranty Bond and Warranty Statement

601 McKinley
Joplin, MO 64801
Toll-free 877-RAMP-778
Local 417-206-6816
Fax 417-206-6888
sales@americanrampcompany.com



Item # 5.

Warranty Statement

Cast-in-place Concrete/ Shotcrete

- **1-year limited on all concrete & shotcrete surfaces**

Begins on the date of final project delivery or when the on-site work is complete, under the condition that the skatepark has no defect in material and/or workmanship. Warranty items covered include:

1. Spalling attributed to improper floating, finishing, water content or curing methods.
2. Compression strength less than required by the specifications.
3. Surface cracking greater than the width of two quarters.

Should purchaser believe American Ramp Company has failed to meet the terms of this warranty, they shall notify American Ramp Company, and American Ramp Company shall, at its sole discretion, repair or provide replacement parts. This warranty is exclusive and is in lieu of all other warranties, whether expressed, implied, or statutory.

Exceptions to Warranty

Concrete by its inherent characteristics develop hairline checks, cracks, discolor, and stain, and therefore will not be covered by this warranty except when such checks or cracks exceed the thickness of two quarters. Damage caused by surface or subterranean drainage under or around said concrete or earth fill movement or expansive soil, explosions, wrecking, and the like. Damage caused by improper landscape drainage, stopped up drain, excessive humidity, or commercial vehicular traffic on flatwork. Damage caused by premature use of the concrete surface by foot traffic, furniture, equipment, or vehicles. Repairs required by normal wear, neglect, abuse, accident, vandalism, use of products other than the intended purpose, and acts of nature or God are not warrantied. The warranty does not cover any modifications, additions, or changes to the skatepark unless approved in writing by American Ramp Company.

Disclaimer of Consequential Damages

American Ramp Company shall not be held liable to purchaser, purchaser's customers, or other users of the product, or to anyone else for incidental, consequential or any other direct loss or damage or for lost profits or revenues of any kind, arising out of this agreement, whether in any action for or arising out of breach of contract, tort, fraud, or otherwise.

Safety

Skatepark surfaces should be inspected regularly by purchaser to ensure that it is safe and in good repair. Should the purchaser neglect any suggested maintenance, this warranty is rendered invalid. Purchaser assumes all liability for site location and any and all problems resulting from such placement (noise, vandalism, traffic, etc.).

Nothing contained herein shall be construed as extending or otherwise increasing or modifying the obligation of Western Surety Company, the surety of American Ramp Company, Inc., other than the one-year guarantee as to materials and workmanship provided by Western Surety Company with respect to any claim by purchaser for defective work or materials under applicable law. Surety's obligation shall be limited to that set forth in its agreement and American Ramp Company, Inc. and applicable law. Nothing contained herein shall be construed as establishing a contractual or other relationship between surety and purchaser.

Purchaser: _____

ARC Representative: _____

Date: _____

601 McKinley
Joplin, MO 64801
Toll-free 877-RAMP-778
Local 417-206-6816
Fax 417-206-6888



sales@americanrampcompany.com

Warranty Statement

Velosolutions Asphalt Pumptrack

- **1-year limited on all asphalt surfaces**

Begins on the date of final project delivery or when the on-site work is complete, under the condition that the Velosolutions Asphalt Pumptrack has no defect in material and/or workmanship. Warranty items covered include:

1. Asphalt surface failure due to ineffective subgrade compaction.
2. Surface cracking greater than the width of two quarters.

Should purchaser believe American Ramp Company has failed to meet the terms of this warranty, they shall notify American Ramp Company, and American Ramp Company shall, at its sole discretion, repair or provide replacement parts. This warranty is exclusive and is in lieu of all other warranties, whether expressed, implied, or statutory.

Exceptions to Warranty

Asphalt by its inherent characteristics develop hairline checks, cracks, discolor, and stain, and therefore will not be covered by this warranty except when such checks or cracks exceed the thickness of two quarters. Damage caused by surface or subterranean drainage under or around said concrete or earth fill movement or expansive soil, explosions, wrecking, and the like. Damage caused by improper landscape drainage (not performed by American Ramp Company), stopped up drain, excessive humidity, or motorized vehicular traffic on asphalt surface. Damage caused by premature use of the concrete surface by foot traffic, furniture, equipment, or vehicles. Repairs required by normal wear, neglect, abuse, accident, vandalism, use of products other than the intended purpose, and acts of nature or God are not warranted. The warranty does not cover any modifications, additions, or changes to the Velosolutions Asphalt Pumptrack unless approved in writing by American Ramp Company.

Disclaimer of Consequential Damages

American Ramp Company shall not be held liable to purchaser, purchaser's customers, or other users of the product, or to anyone else for incidental, consequential or any other direct loss or damage or for lost profits or revenues of any kind, arising out of this agreement, whether in any action for or arising out of breach of contract, tort, fraud, or otherwise.

Safety

Velosolutions Asphalt Pumptrack surfaces should be inspected regularly by purchaser to ensure that it is safe and in good repair. Should the purchaser neglect any suggested maintenance, this warranty is rendered invalid. Purchaser assumes all liability for site location and any and all problems resulting from such placement (noise, vandalism, traffic, etc.).

Nothing contained herein shall be construed as extending or otherwise increasing or modifying the obligation of any surety of American Ramp Company, other than the one-year guarantee as to materials and workmanship provided by this surety with respect to any claim by purchaser for defective work or materials under applicable law. Surety's obligation shall be limited to that set forth in its agreement and American Ramp Company. and applicable law. Nothing contained herein shall be construed as establishing a contractual or other relationship between surety and purchaser.

Purchaser: _____
Representative: _____
Date: _____



Warranty Statement

10 year limited on all steel ramp components
* Begins on the date of delivery or when the on-site work is complete, under the condition that the bike park equipment has no defect in material and/or workmanship. Should purchaser believe Progressive Bike Ramps has failed to meet the terms of this warranty, they shall notify Progressive Bike Ramps, and Progressive Bike Ramps shall, at its sole discretion, repair or provide replacement parts. Installation of replacement parts are not covered under this warranty and freight is to be prepaid by purchaser. This warranty is exclusive and is in lieu of all other warranties, whether expressed, implied, or statutory.
Exceptions to Warranty
Repairs required by normal wear, neglect, abuse, accident, vandalism, use of products other than the intended purpose, and acts of nature or God are not warranted. The warranty does not cover any modifications, additions, or changes to the equipment unless approved in writing by Progressive Bike Ramps. Progressive Bike Ramps will in no way be held liable for any damages, problems, or injuries that occur as a result of an installation that is not factory installed or supervised by factory trained personnel.
Disclaimer of Consequential Damages
Progressive Bike Ramps shall not be held liable to purchaser, purchaser's customers, or other users of the product, or to anyone else for incidental, consequential or any other direct loss or damage or for lost profits or revenues of any kind, arising out of this agreement, whether in any action for or arising out of breach of contract, tort, fraud, or otherwise.
Safety
Purchasers are responsible for ordering equipment appropriate to the level of expected users. Equipment should be inspected regularly by purchaser to ensure that it is safe and in good repair. Should the purchaser neglect any suggested maintenance, this warranty is rendered invalid. Purchaser assumes all liability for site location and any and all problems resulting from such placement (noise, vandalism, traffic, etc.).

Nothing contained herein shall be construed as extending or otherwise increasing or modifying the obligation of any surety of Progressive Bike Ramps, other than the one-year guarantee as to materials and workmanship provided by this surety with respect to any claim by purchaser for defective work or materials under applicable law. Surety's obligation shall be limited to that set forth in its agreement and Progressive Bike Ramps and applicable law. Nothing contained herein shall be construed as establishing a contractual or other relationship between surety and purchaser.

Purchaser _____ Rep. _____ Date _____

EXHIBIT I: Additional Documents:

Performance Bond, Payment Bond, Certificate of Insurance, Sandy Business License



STATE OF OREGON

Item # 5.

STATUTORY PUBLIC WORKS BOND

Surety bond #: 58702015 CCB # (if applicable):

We, American Ramp Company, 601 McKinley, Joplin, Missouri 64801, as principal, and Western Surety Company, P.O. Box 5077, Sioux Falls, South Dakota, a corporation qualified and authorized to do business in the State of Oregon, as surety, are held and firmly bound unto the State of Oregon for the use and benefit of the Oregon Bureau of Labor and Industries (BOLI) in the sum of thirty thousand dollars (\$30,000) lawful money of the United States of America to be paid as provided in ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, for which payment well and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by this agreement.

WHEREAS, the above-named principal wishes to be eligible to work on public works project(s) subject to the provisions of ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, and is, therefore, required to obtain and file a statutory public works bond in the penal sum of \$30,000 with good and sufficient surety as required pursuant to the provisions of section 2, chapter 360, Oregon Laws 2005, conditioned as herein set forth.

NOW, THEREFORE, the conditions of the foregoing obligations are that if said principal with regard to all work done by the principal as a contractor or subcontractor on public works project(s), shall pay all claims ordered by BOLI against the principal to workers performing labor upon public works projects for unpaid wages determined to be due, in accordance with ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, and OAR Chapter 839, then this obligation shall be void; otherwise to remain in full force and effect.

This bond is for the exclusive purpose of payment of wage claims ordered by BOLI to workers performing labor upon public works projects in accordance with ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360.

This bond shall be one continuing obligation, and the liability of the surety for the aggregate of any and all claims which may arise hereunder shall in no event exceed the amount of the penalty of this bond.

This bond shall become effective on the date it is executed by both the principal and surety and shall continuously remain in effect until depleted by claims paid under ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, unless the surety sooner cancels the bond. This bond may be cancelled by the surety and the surety be relieved of further liability for work performed on contracts entered after cancellation by giving 30 days' written notice to the principal, the Construction Contractors Board, and BOLI. Cancellation shall not limit the responsibility of the surety for the payment of claims ordered by BOLI relating to work performed during the work period of a contract entered into before cancellation of this bond.

IN WITNESS WHEREOF, the principal and surety execute this agreement. The surety fully authorizes its representatives in the State of Oregon to enter into this obligation.

SIGNED, SEALED AND DATED this 5th day of March, 2013

Surety by: Western Surety Company (Seal) Company Name Signature Dawn Oney

Attorney-in-fact Title (e.g. Attorney-in-Fact) 2901 Arizona Avenue Address Joplin Missouri 64804 City State Zip

Principal by: American Ramp Company Name Signature Nathan Bemo

President Title 601 McKinley Address Joplin Missouri 64801 City State Zip

SEND BOND TO: Construction Contractors Board PO Box 14110 Salem, OR 97309-5089 Telephone: (503) 578-4621

The City of Sandy

2.7 FORM OF LABOR AND MATERIAL PAYMENT BOND

Bond No. 30185304 Bond Value: \$ 2,238,227.95 Invitation to Bid No. ITB001

Principal: <u>American Ramp Company</u>	Surety: <u>Western Surety Company</u>	Obligee: <u>The City of Sandy</u>
Address: <u>601 South McKinley Avenue Joplin, Missouri 64801</u>	Address: <u>101 South Reid Street Sioux Falls, South Dakota 57103</u>	Address: <u>38348 Pioneer Boulevard Sandy, Oregon 97055</u>
Phone: <u>(417) 206-6816</u>	Phone: <u>(913) 661-7753</u>	Phone: <u>(503) 489-2157</u>

Agreement: Principal has entered into a contract ("Contract") with Obligee for the following Project: Construction of the Sandy Community Campus Park Pump Track, Jump Line and Skate Park
 We, American Ramp Company as Principal, and the above identified Surety, authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto the Obligee the sum of (Total Penal Sum of Bond) \$ (2,238,227.95) Two Million Two Hundred Thirty-Eight Thousand Two Hundred Twenty-Seven and 95/100 dollars

and
 WHEREAS, the Principal has entered into a contract with the Obligee, the plans, specifications, terms and conditions of which are contained in above-referenced Solicitation;
 WHEREAS, the terms and conditions of the contract, together with applicable plans, standard specifications, special provisions, schedule of performance, and schedule of contract prices, are made a part of this Payment Bond by reference, whether or not attached to the contract (all hereafter called "Contract"); and
 WHEREAS, the Principal has agreed to perform the Contract in accordance with the terms, conditions, requirements, plans and specifications, and schedule of contract prices which are set forth in the Contract and any attachments, and all authorized modifications of the Contract which increase the amount of the work, or the cost of the Contract, or constitute authorized extensions of time for performance of the Contract, notice of any such modifications hereby being waived by the Surety:

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things by it undertaken to be performed under said Contract and any duly authorized modifications that are made, upon the terms set forth therein, and within the time prescribed therein, or as extended therein as provided in the Contract, with or without notice to the Sureties, and shall indemnify and save harmless the Obligee, its officers, employees and agents, against any claim for direct or indirect damages of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the Contract by the Contractor or its subcontractors, and shall promptly pay all persons supplying labor, materials or both to the Principal or its subcontractors for prosecution of the work provided in the Contract; and shall promptly pay all contributions due the State Industrial Accident Fund and the State Unemployment Compensation Fund from the Principal or its subcontractors in connection with the performance of the Contract; and shall pay over to the Oregon Department of Revenue all sums required to be deducted and retained from the wages of employees of the Principal and its subcontractors pursuant to ORS 316.167, and shall permit no lien nor claim to be filed or prosecuted against the Obligee on account of any labor or materials furnished; and shall do all things required of the Principal by the laws of the State of Oregon, then this obligation shall be void; otherwise, it shall remain in full force and effect.

Nonpayment of the bond premium will not invalidate this bond nor shall the Obligee be obligated for the payment of any premiums.
 This bond is given and received under authority of ORS Chapter 279C, the provisions of which hereby are incorporated into this bond and made a part hereof. For the purposes of this bond, a claimant is any person who has a right of action against the bond under ORS 279C.600. A claimant's right of action on this bond and limitations on the institution of an action shall be governed by ORS 279C.380.

IN WITNESS WHEREOF, WE HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED AND SEALED BY OUR DULY AUTHORIZED LEGAL REPRESENTATIVES:

Dated this 29th day of June 20 23

PRINCIPAL: American Ramp Company

By: [Signature]
 Signature

Jonathon Hunter, CEO
 Official Capacity

Attest: [Signature]
 James Moss Corporation Secretary

SURETY: Western Surety Company

BY ATTORNEY-IN-FACT:
[Power-of-Attorney must accompany each surety bond]
Dawn Oney

[Signature] Name
 Signature

2901 Arizona Avenue
 Address

Joplin Missouri 64804
 City State Zip

(417) 623-7500
 Phone Fax

Western Surety Company

Item # 5.

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Scott Brothers, Maria Stout, Dawn Oney, Individually

of Joplin, MO, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 24th day of June, 2021.



WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 24th day of June, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026



M. Bent
M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 29th day of June, 2023.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Authorizing By-Law**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

The City of Sandy

2.6 FORM OF PERFORMANCE BOND

Bond No. 30185304 Bond Value: \$ 2,238,227.95 Invitation to Bid No. ITB001

Table with 3 columns: Principal (American Ramp Company), Surety (Western Surety Company), and Obligee (The City of Sandy). Includes addresses and phone numbers for each.

Agreement: Principal has entered into a contract ("Contract") with Obligee for the following Project: Pump Track, Jump Line and Skate Park

We, American Ramp Company as Principal, and the above identified Surety, authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves...

and

WHEREAS, the Principal has entered into a contract with the Obligee, the plans, specifications, terms and conditions of which are contained in the above-referenced Solicitation;

WHEREAS, the terms and conditions of the contract, together with applicable plans, standard specifications, special provisions, schedule of performance, and schedule of contract prices, are made a part of this Performance Bond by reference...

WHEREAS, the Principal has agreed to perform the Contract in accordance with the terms, conditions, requirements, plans and specifications, and all authorized modifications of the Contract which increase the amount of the work...

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal complies with the terms, conditions and provisions of the Contract, in all respects, and within the time prescribed therein...

This bond is given and received under authority of ORS Chapter 279C, the provisions of which hereby are incorporated into this bond and made a part hereof. For the purposes of this bond, a claimant is any person who has a right of action against the bond under ORS 279C.600.

Nonpayment of the bond premium will not invalidate this bond nor shall the Obligee be responsible for the payment of any premiums.

IN WITNESS WHEREOF, WE HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED AND SEALED BY OUR DULY AUTHORIZED LEGAL REPRESENTATIVES.

Dated this 29th day of June 20 23

PRINCIPAL: American Ramp Company

By: [Signature] Signature

Jonathon Hunter, CEO Official Capacity

Attest: [Signature] Corporation Secretary

James Moss

SURETY: Western Surety Company

BY ATTORNEY-IN-FACT: [Power-of-Attorney must accompany each surety bond]

Dawn Oney Name

[Signature] Signature

2901 Arizona Avenue Address

Joplin Missouri 64804 City State Zip

(417) 623-7500 Phone

Phone Fax

Western Surety Company

Item # 5.

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Scott Brothers, Maria Stout, Dawn Oney, Individually

of Joplin, MO, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 24th day of June, 2021.



WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 24th day of June, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026



M. Bent
M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 29th day of June, 2023.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Authorizing By-Law**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

License Information

Item # 5.

License Number:	8785
Status:	Active
Phase:	All Phases
Backflow Status:	Plus Backflow
Initial License Date:	Feb-20-2009
License Expiration:	Feb-29-2024
Bond Amount:	20000.00
Liability Insurance Amount:	\$100,000.00
Worker's Compensation:	Required
Entity Type:	Corporation
Address:	PO Box 3461
City:	Gresham
State:	Oregon
Zip Code:	97080
County:	MULTNOMAH
Business Phone Number:	(503) 492-4736



CERTIFICATE OF LIABILITY INSURANCE

DATE **Item # 5.**
6/20/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Insurancenter 2901 Arizona Ave Joplin, MO 64804	CONTACT NAME: Dawn Oney PHONE (A/C, No, Ext): (417) 623-7500 E-MAIL ADDRESS: doney@theinsurancenter.com	FAX (A/C, No):	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED American Ramp Company 601 McKinley Ave Joplin, MO 64801	INSURER A : Gemini Ins Company		10833
	INSURER B : CINCINNATI INSURANCE COMPANY		10677
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

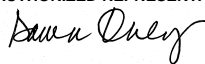
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		VMGP005019	5/22/2023	5/22/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	X		EBA0578745	5/22/2023	5/22/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y / N N / A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab			VIPL055234	1/14/2023	1/14/2024	Each Claim/Aggregate \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Project described as "Community Campus Park Improvement - Skatepark, Pumptrack and Jump Line Construction - Sandy, OR"

CG2010 (1219); CG2037 (1219); AA288 (0620);

CERTIFICATE HOLDER City of Sandy 39250 Pioneer Boulevard Sandy, OR 97055	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Policy Number: VMGP005019

CG 20 10 12 19

Number: 37

Effective Date:05/22/2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

Schedule	
Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
1. Any person or organization when you and such person or organization have agreed in writing in a contract, prior to an occurrence that causes "bodily injury", "property damage" or "personal injury and advertising injury", that such person or organization be added as an additional insured on your policy; and 2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. Above.	1. All locations for which you and any person or organization have agreed in writing in a contract, prior to an occurrence that causes "bodily injury", "property damage" or "personal injury and advertising injury", that such person or organization be added as an additional insured on your policy; and 2. All locations for which you and any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. Above.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

All other terms and conditions of this Policy remain unchanged.

Policy Number: VMGP005019

CG 20 37 12 19

Number: 50

Effective Date: 05/22/2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

Schedule	
Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
<p>1. Any person or organization when you and such person or organization have agreed in writing in a contract prior to an occurrence that causes "bodily injury", "property damage" or "personal injury and advertising injury", that such person or organization be added as additional insured on your policy; and</p> <p>2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. Above.</p>	<p>1. All locations for which you and any person or organization have agreed in writing in a contract, prior to an occurrence that causes "bodily injury", "property damage" or "personal injury and advertising injury", that such person or organization be added as an additional insured on your policy; and</p> <p>2. All locations for which you and any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. Above.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

All other terms and conditions of this Policy remain unchanged.

1. Required by the contract or agreement; or
 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

CinciPlus®
BUSINESS AUTO XC+®
(EXPANDED COVERAGE PLUS)
ENDORSEMENT

This endorsement modifies insurance provided by the following:

BUSINESS AUTO COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

A. Blanket Waiver of Subrogation

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the "insured contract".

This provision does not apply unless the valid written contract has been:

1. Executed prior to the accident causing "bodily injury" or "property damage"; and
2. Is still in force at the time of the "accident" causing "bodily injury" or "property damage".

B. Noncontributory Insurance

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance c. is deleted in its entirety and replaced by the following:

- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.

D. Employee Hired Auto

1. Changes in Liability Coverage

The following is added to the **SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes in General Conditions

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance is deleted in its entirety and replaced by the following:

- b. For Hired Auto Physical Damage Coverage the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

C. Additional Insured by Contract

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended to include as an insured any person or organization for whom you have agreed in a valid written contract to provide insurance as afforded by this policy.

This provision is limited to the scope of the valid written contract.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

E. Audio, Visual and Data Electronic Equipment

SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance is amended by adding the following:

- 4. The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of:
 - a. The actual cash value of the damaged or stolen property as of the time of the "accident";
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
 - c. \$2,500.

Provided the equipment, at the time of the "loss" is:

- a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- b. Removable from a permanently installed housing unit as described in Paragraph 2.a. above; or
- c. An integral part of such equipment.

F. Who is an Insured - Amended

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended by adding the following:

The following are "insureds":

- 1. Any subsidiary which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this coverage form.

However, the insurance afforded by this provision does not apply to any subsidiary that is an "insured" under any other automobile liability policy or would be an "insured" under such policy but for termination of such policy or the exhaustion of such policy's limits of insurance.
- 2. Any organization that is newly acquired or formed by you and over which you maintain majority ownership. The insurance provided by this provision:

- a. Is effective on the date of acquisition or formation, and is afforded for 180 days after such date;
 - b. Does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization;
 - c. Does not apply to any newly acquired or formed organization that is a joint venture or partnership; and
 - d. Does not apply to an insured under any other automobile liability policy or would be an insured under such a policy but for the termination of such policy or the exhaustion of such policy's limits of insurance.
- 3. Any of your "employees" while using a covered "auto" in your business or your personal affairs, provided you do not own, hire or borrow that "auto".

G. Liability Coverage Extensions - Supplementary Payments - Higher Limits

SECTION II - LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments is amended by:

- 1. Replacing the \$2,000 Limit of Insurance for bail bonds with \$4,000 in (2); and
- 2. Replacing the \$250 Limit of Insurance for reasonable expenses with \$500 in (4).

H. Amended Fellow Employee Exclusion

SECTION II - LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee is modified as follows:

Exclusion 5. **Fellow Employee** is deleted.

I. Hired Auto - Physical Damage

If hired "autos" are covered "autos" for Liability Coverage, then Comprehensive and Collision Physical Damage Coverages as provided under **SECTION III - PHYSICAL DAMAGE COVERAGE** of this Coverage Part are extended to "autos" you hire, subject to the following:

- 1. The most we will pay for "loss" to any hired "auto" is \$50,000 or the actual cash value or cost to repair or replace, whichever is the least, minus a deductible.
- 2. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage, or \$1,000, whichever is less.
- 3. Hired Auto - Physical Damage coverage is excess over any other collectible insurance.

4. Subject to the above limit, deductible, and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own insured under this policy.

Coverage includes loss of use of that hired auto, provided it results from an "accident" for which you are legally liable and as a result of which a monetary loss is sustained by the leasing or rental concern. The most we will pay for any one "accident" is \$3,000.

If a limit for Hired Auto - Physical Damage is shown in the Schedule, then that limit replaces, and is not added to, the \$50,000 limit indicated above and the deductibles shown in the Schedule are applicable.

J. Rental Reimbursement

SECTION III - PHYSICAL DAMAGE COVERAGE is amended by adding the following:

1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductible applies to this coverage.
2. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - a. The number of days reasonably required to repair the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or
 - b. 30 days.
3. Our payment is limited to the lesser of the following amounts:
 - a. Necessary and actual expenses incurred; or
 - b. \$50 per day.
4. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
5. We will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions**.

K. Transportation Expense - Higher Limit Item # 5.

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by replacing \$20 per day with \$50 per day, and \$600 maximum with \$1,500 maximum in **Extension a. Transportation Expenses**.

L. Airbag Coverage

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, 3.a. is amended by adding the following:

However, the mechanical and electrical breakdown portion of this exclusion does not apply to the accidental discharge of an airbag. This coverage for airbags is excess over any other collectible insurance or warranty.

M. Loan or Lease Gap Coverage

1. **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance** is deleted in its entirety and replaced by the following, but only for private passenger type "autos" with an original loan or lease, and only in the event of a "total loss" to such a private passenger type "auto":
 - a. The most we will pay for "loss" in any one "accident" is the greater of:
 - (1) The amount due under the terms of the lease or loan to which your covered private passenger type "auto" is subject, but will not include:
 - (a) Overdue lease or loan payments;
 - (b) Financial penalties imposed under the lease due to high mileage, excessive use or abnormal wear and tear;
 - (c) Security deposits not refunded by the lessor;
 - (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - (e) Carry-over balances from previous loans or leases, or
 - (2) Actual cash value of the stolen or damaged property.
 - b. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of "loss".

2. **SECTION V - DEFINITIONS** is amended by adding the following, but only for the purposes of this **Loan or Lease Gap Coverage**:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

N. Glass Repair - Waiver of Deductible

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible is amended by adding the following:

No deductible applies to glass damage if the glass is repaired in a manner acceptable to us rather than replaced.

O. Duties in the Event of an Accident, Claim, Suit or Loss - Amended

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties in the Event of Accident, Claim, Suit or Loss, a. is amended by adding the following:

This condition applies only when the "accident" or "loss" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An executive officer or insurance manager, if you are a corporation; or
4. A member or manager, if you are a limited liability company.

P. Unintentional Failure to Disclose Hazards

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation or Fraud is amended by adding the following:

However, if you unintentionally fail to disclose any hazards existing on the effective date of this Coverage Form, we will not deny coverage under this Coverage Form because of such failure.

Q. Mental Anguish Resulting from Bodily Injury

SECTION V - DEFINITIONS, C. "Bodily injury" is deleted in its entirety and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish and death sustained by the same person that results from such bodily injury, sickness or disease. "Bodily injury" does not include mental anguish or death that does not result from bodily injury, sickness or disease.

R. Coverage for Certain Operations in Connection with Railroads

With respect to the use of a covered "auto" in operations for or affecting a railroad:

1. **SECTION V - DEFINITIONS, H. "Insured contract", 1.c.** is deleted in its entirety and replaced by the following:
 - c. An easement or license agreement;
2. **SECTION V - DEFINITIONS, H. "Insured contract", 2.a.** is deleted.



CERTIFICATE OF LIABILITY INSURANCE

Item # 5.

DATE (MM/DD/YYYY)
06/27/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Jeffrey Rendel (AJG) c/o Arthur J. Gallagher Risk Management Service 250 Tequesta Drive Tequesta, FL 33469	CONTACT NAME: PHONE (A/C, No. Ext): (561) 746-5027		FAX (A/C, No):
	E-MAIL ADDRESS: ggb.tequesta.certs@ajg.com		
INSURED G&A Outsourcing, LLC dba: G&A Partners Alt. Emp: American Ramp Company 17220 Katy Freeway Suite 350 Houston, TX 77094	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Zurich-American Insurance Company		16535
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		

COVERAGES

CERTIFICATE NUMBER: 23TX0381114684

REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below			WC 16-90-372-03	03/01/2023	03/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
				Location Coverage Period:	03/01/2023	03/01/2024	Client# 010884-MO

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage is provided for only those co-employees of, but not subcontractors to:


American Ramp Company
 601 McKinley Ave
 Joplin, MO 64801

Project: CONSTRUCTION OF THE SANDY COMMUNITY CAMPUS PARK PUMP TRACK, JUMPLINE AND SKATEPARK

Endorsements: Waiver of Subrogation

CERTIFICATE HOLDER

CANCELLATION

City of Sandy, Oregon 39250 Pioneer Blvd Sandy, OR 97055	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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503



BUSINESS LICENSE CERTIFICATE

01/01/2023 THRU 12/31/2023



APPROVED This license has been reviewed by the municipality and approved.

This certificate is accurate as of 12/21/22 11:45 AM PST. For real-time status on this license, visit licenseregistrar.com.

License No. 0002-00558	Program GENERAL BUSINESS LICENSE - OUTSIDE CITY LIMITS
BUSINESS INFORMATION	CONTACT INFORMATION
Business Name AMERICAN RAMP COMPANY	Contact Name CHARLA CONNELL
DBA ARC	Contact Address 601 S MCKINLEY AVE JOPLIN, MO 64801
Business Address 601 S MCKINLEY AVE JOPLIN, MO 64801	

The person, firm or corporation named above is granted this certificate pursuant to the provisions of the License Ordinance to engage in, carry on or conduct the business, trade, calling, profession, exhibition or occupation described below. Issuance of this certificate is not an endorsement, nor certification of compliance with other ordinances or laws, nor an assurance that the proposed use is in conformance with the city zoning regulations. This certificate is issued without verification that the taxpayer is subject to or exempt from licensing by the State.

DISPLAY THIS CERTIFICATE FOR PUBLIC VIEW

NOT TRANSFERABLE - VOID IF ALTERED

Meeting Type: City Council
Meeting Date: July 17, 2023
From: Jeff Aprati, Interim Deputy City Manager
Subject: City Council Rules Revision

DECISION TO BE MADE:

Whether to approve Resolution 2023-29, adopting revised City Council Rules for the City of Sandy.

BACKGROUND / CONTEXT:

The City Council has prioritized updating the Council Rules for the past several years. The current version of the rules has been in place since 2015. Updating the rules, using the League of Oregon Cities (LOC) model rules as a guide, was listed as an official Council Goal during the 2021-23 biennium.

During 2021 city staff worked to customize the model LOC rules for Sandy's usage, to give the Council a comprehensive set of refreshed and modernized rules that reflects best practices while also retaining important elements of the existing document.

Approach to Editing the Model Rules

Staff's general approach was to use the LOC model rules as a starting point and to provide edits that fall into one of the following categories:

- Edits that tailor LOC's model rules for Sandy, including ensuring consistency with City Charter requirements and/or reflecting current standard practices. (Example: incorporating Sandy's process for adopting ordinances, as provided by our Charter)
- Edits to the model rules that incorporate important elements of the existing Council Rules. (Example: language about Council requests for staff policy research)
- Minor edits to the model rules to correct terms, such as changing 'City Administrator' to 'City Manager,' or to clarify meaning and avoid confusion.

Staff also took the approach of eliminating text that is preempted either by the City Charter or by state law, allowing those authorities to speak for themselves instead. This has the benefit of avoiding contradiction or confusion as state laws and regulations evolve in the future.

Council Review

Mayor Pulliam and Councilor Hokanson have served as liaisons to this effort since 2021. In early 2023, the Mayor added Councilor Sheldon and formed a formal Council Rules Subcommittee. This group met with staff in March and June 2023 to review the latest draft and provide feedback.

The full City Council last discussed the Council Rules during a work session on June 21, 2022. [That work session staff report can be accessed here.](#)

KEY CONSIDERATIONS / ANALYSIS:

Below is a summary of edits made to the draft since the June 2022 work session. Please see the attached Council Rules Change Log for a full listing of topics and editorial decisions.

Issues Presented for Council Discussion at the June 2022 Work Session

- Public Statements Representing the City (page 25)
 - There was discussion in 2022 about the need to protect free speech of Council members, and also acknowledgement of the need to be careful to point out when a Council Member is speaking for themselves, and when they are speaking on behalf of the Council as a body.
 - The new draft makes this distinction clearer and makes the expectations for making personal statements more streamlined.
- Council Interactions with Staff (page 27)
 - Language from the LOC model rules is included in the new draft in place of the language in the existing rules.
- Decorum (page 25)
 - Language from the LOC model rules is included in the new draft in place of the language in the existing rules. (See: Editorial Direction from Council Subcommittee below)
- Public Communications Added to Packets
 - The Council previously discussed the idea of including emails and other correspondence from residents within Council agenda packets.
 - This language is not included in the latest draft

Edits Resulting from Council Discussion at February 2023 Goal Setting

- Council Liaisons (page 24)
 - Added language specifying that Council Members who are not liaisons and who attend Board or Commission meetings may only speak during public comment periods, unless requested to otherwise participate by the Chair.
- Emails to Staff (Page 27)

- Added a requirement for Council Members to cc the whole Council on emails to staff concerning items on an upcoming agenda. (Page 27)

Editorial Direction from Council Rules Subcommittee: March - June 2023

- Virtual Meeting Attendees (page 5)
 - The Subcommittee recommends changing the deadline to sign up to deliver comments virtually from 3:00 to 4:00 p.m. on the day of the meeting.
- Public Comment / Testimony Time Limits (pages 5 &6)
 - The Subcommittee recommends maintaining the 3 minute time limit for general public comments, and extending the time limit to 5 minutes for public hearings.
- Sergeant-at-Arms (page 7)
 - The Subcommittee recommends clarifying language regarding the Sergeant-at-Arms' role in maintaining order and decorum in extreme cases where attendees do not follow the instructions of the Presiding Officer.
- Meeting Notice (page 9)
 - The Subcommittee recommends specifying that in addition to state-required noticing practices, notice of meetings "shall also be provided via electronic media that are freely and easily accessible by the public."
- Decorum (page 25)
 - Rather than attempting to tailor Sandy's Board and Commission Code of Conduct language for the Council, the Subcommittee preferred to simply use the exact language from the LOC model rules.
- Confidentiality (page 26)
 - The Subcommittee recommends clarifying that Council members should not have contact with parties to confidential negotiations "pertaining to the subject of the executive session"
- Interactions with Staff (page 27)
 - The Subcommittee recommends specifying that Council Members wishing to express specific concerns regarding staff should address their concerns to the City Manager. They also recommend striking the section in the previous rules limiting the Council's ability to interact with staff directly (rather than through the City Manager) during Council meetings.
- Council Member Benefits (page 30)
 - The Subcommittee noted the importance of placing in writing the benefits offered to Council Members, including free SandyNet and one fitness facility membership

RECOMMENDATION:

The Council Rules Subcommittee recommends Council approval of this updated version of the Council Rules.

SUGGESTED MOTION LANGUAGE:

“I move to adopt Resolution 2023-29.”

LIST OF ATTACHMENTS / EXHIBITS:

- Resolution 2023-29
- Revised Council Rules: July 2023
- Council Rules Change Log
- Existing Council Rules: June 2015
- [Link to LOC Model Rules](#)
- [Link to Sandy City Charter](#)



RESOLUTION NO. 2023-29

A RESOLUTION ADOPTING REVISED CITY COUNCIL RULES FOR THE CITY OF SANDY

WHEREAS, the City Council adopts rules to govern the conduct of its business; and

WHEREAS, the existing Council Rules were adopted on June 1, 2015; and

WHEREAS, periodic updating of the Council Rules is conducive to effective governance of the City;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SANDY:

Section 1: The City of Sandy Council Rules July 2023 edition, attached herein as Exhibit A, is hereby adopted.

Section 2: The City of Sandy Council Rules June 2015 edition is hereby repealed.

This resolution is adopted by the City Council of the City of Sandy this 17th day of July, 2023.

Stan Pulliam, Mayor

ATTEST:

Jeffrey Aprati, City Recorder

City of Sandy Council Rules

DRAFT: July 2023

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CHAPTER 1 – General Conduct of Meetings

I. Rules of Procedure

- A. Unless otherwise provided by charter, ordinance, or these rules, the procedure for Council meetings, and any subcommittee of the City Council, shall be guided by Robert’s Rules of Order, 12th Edition.
- B. Members of the Council are encouraged to avoid invoking the finer points of parliamentary procedure found within Robert’s Rules of Order when such points will obscure the issues before the Council and confuse members of the public.
- C. Whenever these rules and Robert’s Rules of Order conflict, these rules shall govern.

II. Quorum

A quorum is required to conduct official city business.

III. Presiding Officer

- A. The Mayor shall serve as the Presiding Officer for all meetings. The Mayor shall retain all rights and privileges of the office of the Mayor as set out in the City Charter when acting in this capacity.
- B. In the event the Mayor is unable to preside over a meeting, the Council President shall serve as Presiding Officer. The Council President shall retain all rights and privileges of the office of the Mayor as set out in the City Charter when acting in this capacity.
- C. If both the Mayor and the Council President are unable to preside over a meeting, the following procedure shall be utilized to determine who is the Presiding Officer:
 - a. The City Manager shall call the Council to order and call the roll of the members.
 - b. Those members of Council present shall elect, by majority vote, a temporary Presiding Officer for the meeting.
 - c. Should either the Mayor or the Council President arrive, the temporary Presiding Officer shall relinquish control of the meeting immediately upon the conclusion of the item presently being discussed.
 - d. The Presiding Officer shall retain all rights and privileges of a member of Council when acting in this capacity.

IV. Other Elected and Appointed Officers

- A. City Manager. The City Manager is required to attend all meetings of the Council and is permitted to participate in any discussion; however, the City Manager has no authority to cast a vote in any decision rendered by the Council.

- B. City Recorder. The City Recorder shall advise the Presiding Officer on any questions of order or parliamentary procedure. Additionally, the City Recorder shall keep the official minutes of the Council.
- C. City Attorney. The city attorney may attend any meeting of the Council, and will, upon request, give an opinion, either written or oral, on legal questions.

V. **Agendas**

The City Manager and Mayor shall collaborate to prepare an agenda for every Council meeting.

- A. Agendas and informational material for meetings shall be distributed to the Council at least four (4) days preceding the meeting.
- B. A Councilor may place an item on a Council agenda by motion or with the Mayor's approval. The City Manager shall be notified. Requests to add agenda items should be made at least one week prior to the meeting.

VI. **Order of Business**

The order of business for all regular meetings shall be as follows, however when it appears to be in the best interest of the public, the order of business may be changed for any single meeting by the Presiding Officer or by majority vote of the Council:

- Pledge of Allegiance
 - Call to Order
 - Roll Call
 - Changes to the Agenda
 - Proclamations
 - Public Comment (other than public hearings)
 - Response to Previous Public Comments
 - Presentations
 - Consent Agenda
 - Ordinances
 - Resolutions
 - Old Business
 - New Business
 - Report from the City Manager
 - Committee / Council Reports
 - Adjourn
- A. Pledge of Allegiance. The Pledge of Allegiance shall be observed at all City Council regular meetings.
 - B. Call to Order. The presiding chair shall call all meetings of the Council to order. The call to order shall note the date and time of the meeting so that it may accurately be reflected in the minutes.

- C. Roll Call. The City Recorder shall conduct a roll call to determine which members of the Council are present and which are absent.
- a. The attendance shall be properly reflected in the minutes.
 - b. If roll call determines that a quorum is not present, the meeting shall be adjourned, except as prescribed by the City Charter, Section 14.
- D. Changes to the Agenda. A change to the agenda may be made by majority vote of the Council.
- E. Proclamations. Proclamations are official recognitions of notable events, causes, and/or individuals.
- F. Public Comment (other than public hearings).
- a. For general public comments (other than public hearings), individuals wishing to speak must register their intention to do so in advance of the meeting. Virtual attendees must submit an online signup form by 4:00 p.m. on the day of the meeting; in-person attendees must submit a signup card by 7:00 p.m. on the day of the meeting.
 - b. Each speaker will be afforded a total of three minutes. Unless a Council member objects, the Presiding Officer may extend the time limit at his or her discretion.
 - c. Speakers are required to state their names and addresses for the record.
 - d. If a member of the public wishes to speak on an issue that is scheduled for a public hearing at that same meeting, the speaker shall wait until that public hearing. General public comment shall not be used to testify about a quasi-judicial land use matter, to testify on an item that is not a public matter, or to provide or gather additional testimony or information on any matter after the official record has been closed on any matter which has been the subject of a public hearing.
 - e. Councilors may, after obtaining the floor, ask questions of speakers during public comment. Councilors shall use restraint when exercising this option and shall attempt to limit questioning to no more than three minutes. The Presiding Officer may intervene if a Councilor is violating the spirit of this guideline.
- G. Response to previous Public Comments. Whenever possible and appropriate, this time will be used to respond to comments received at previous meetings that have taken additional time to research.
- H. Consent Agenda. In order to expedite the Council's business, the approval of minutes and other routine agenda items shall be placed on the consent agenda.
- a. All items on the consent agenda shall be approved by a single motion, unless an item is removed for separate consideration.
 - b. Any item on the consent agenda may be removed for separate consideration by any member of the Council.

- c. For the purposes of this rule, separate consideration means any proposal to adopt a different course of action than that recommended in the staff report, a determination that debate on a proposed course of action is deemed desirable, and any item where a member of Council must declare a conflict of interest.
- I. Ordinances (see Chapter 3)
- J. Resolutions (see Chapter 3)
- K. Public Hearings Generally
 - a. A public hearing shall be conducted prior to the adoption of any ordinance, and prior to the adoption of any resolution imposing fees or fines.
 - i. Public hearings on matters pertaining to land use shall be conducted when required by state law and/or the Sandy Municipal Code. (see Chapter 4)
 - b. A public hearing may be held on other matters at the Mayor's discretion, or upon majority vote of the Council. Public hearings may be held to consider legislative, quasi-judicial or administrative matters.
 - c. The Presiding Officer shall announce at the commencement of any public hearing the subject of the hearing as it is set forth on the agenda, and shall then declare the hearing open.
 - d. Members of the public providing testimony at hearings on matters other than land use will be afforded a total of five minutes to speak.
 - e. No person may testify during a hearing more than once without obtaining permission from the Presiding Officer.
 - f. Each person shall, prior to giving testimony, give his or her name and address. All remarks shall be addressed to the Council as a body and not to any member thereof.
 - g. Councilors may, after recognition by the Presiding Officer, ask clarifying or follow up questions of individuals providing testimony after that individual has completed his or her testimony. Questions posed by Councilors should be to provide clarification or additional information on testimony provided. Questions should not be used as an attempt to lengthen or expand the testimony of the individual. Councilors shall be expected to use restraint and be considerate of the meeting time of the Council when exercising this option. The Presiding Officer may intervene if a Councilor is violating the spirit of this guideline.
 - h. Councilors may, after the presentation of testimony of all interested persons, ask clarifying or follow-up questions of staff. Questions posed by City Councilors should be to provide clarification or additional information on testimony provided.

- i. The Presiding Officer may exclude or limit cumulative, repetitious, or immaterial testimony. The Presiding Officer may order the testimony, alternating those speaking in favor and those in opposition, or have all speaking in favor testify, followed by all those in opposition. The Presiding Officer, with the approval of the Council, may further limit the time and/or number of speakers at any public hearing; provided that the Presiding Officer shall announce any such restrictions prior to the commencement of the testimony. In the event of large numbers of interested persons appearing to testify, the Presiding Officer, to expedite the hearing, may in lieu of testimony call for those in favor of the pending proposal or those in opposition to rise and direct the City Recorder to note the numbers in the minutes.
- j. Following public testimony and questions of staff, the Council shall initiate deliberations; continue the hearing to a future date; or keep the record open for additional written testimony. During deliberations, each member of the Council shall have the opportunity to comment on or discuss testimony given during the public hearing.
- k. A copy of any written testimony or physical evidence, which a party desires to have introduced into the record of the hearing, shall be submitted to the City Recorder prior to the conclusion of the hearing.
- l. Documents submitted to the city as evidence or written testimony during a public hearing are public records. Because any names, addresses, email addresses, and telephone numbers included in such documents are part of a public record, this information will be generally disseminated to the public, and must be disclosed if a public records request is submitted for the documents. A person who believes such disclosure would present a danger to his or her personal safety, and who wishes to exempt his or her address, including email address, and telephone number from disclosure must submit a written request for non- disclosure to the City Recorder pursuant to ORS 192.368(1).

L. Conduct of Hearings on Land Use Matters (see Chapter 4)

VII. Sergeant-at-Arms

A law enforcement officer of the City may be Sergeant-at-Arms of the Council meetings. The Sergeant-at-Arms shall carry out all orders and instructions given by the Presiding Officer for the purposes of maintaining order and decorum at the Council meeting. If the Sergeant-at-Arms determines that the actions of any person who violates the order and decorum of the meeting constitutes disorderly conduct as defined by state law, the Sergeant-at-Arms may place such person under arrest and cause such person to be prosecuted, or take other appropriate action as outlined in the Sandy Official Police Manual Revised.

- A. Any of the following shall be sufficient cause for the Sergeant-at-Arms to, at the direction of the Presiding Officer, or by a majority of the Council present, remove

any person from the Council chamber for the duration of the meeting:

- a. Use of unreasonably loud or disruptive language.
 - b. Making of loud or disruptive noise, including applause.
 - c. Engaging in violent or distracting action.
 - d. Willful injury of furnishings or of the interior of the Council Chambers.
 - e. Refusal to obey the rules of conduct provided herein, including the limitations on occupancy and seating capacity.
 - f. Refusal to obey an order of the Presiding Officer.
- B. Before the Sergeant-at-Arms is directed to remove any person from a Council meeting for conduct described in this section, that person shall be given a warning by the Presiding Officer to cease his or her conduct. If a meeting is disrupted by members of the audience, the Presiding Officer or a majority of the Council present may declare a recess and/or order that the Council chamber be cleared.

VIII. Flags, Signs, and Posters

No flags, posters, placards or signs, unless authorized by the Presiding Officer, may be carried or placed within the Council Chambers during an official meeting. This restriction shall not apply to arm bands, emblems, badges or other articles worn on personal clothing or individuals, provided that such devices do not interfere with the vision or hearing of other persons at the meeting or pose a safety hazard.

CHAPTER 2 – Meeting Time, Location and Frequency

I. Regular meetings

The Council shall meet on the first and third Monday of every month, with the exception of designated holidays and/or Council recesses.

- A. Regular meetings shall begin at 7:00 p.m.
- B. Regular meetings shall be noticed in accordance with Oregon’s public meetings law, and, at a minimum, shall be noticed at least 24 hours prior to the meeting taking place. Notice shall also be provided via electronic media that are freely and easily accessible by the public.

II. Special meetings

Special meetings may be called in accordance with Section 13 of the City Charter.

- A. Notice of the special meeting shall be given to each member of the Council, the City Manager, and each local media organization which has on file a written request for notice of special meetings.
- B. Special meetings shall be noticed in accordance with Oregon’s public meetings law, and, at a minimum, shall be noticed at least 24 hours prior to the meeting taking place. Notice shall also be provided via electronic media that are freely and easily accessible by the public.

III. Emergency meetings

Emergency meetings may be called by the Mayor, by the request of three members of Council, or by the City Manager.

- A. Notice of the emergency meeting shall be given to each member of the Council, the City Manager, and each local media organization which has on file a written request for notice of special meetings.
- B. Emergency meetings are those meetings called with less than 24 hours’ notice and the Council shall identify why the meeting could not be delayed 24 hours immediately after calling the meeting to order.
- C. The minutes for any emergency meeting shall specifically identify why the meeting constituted an emergency and was necessary.

IV. Executive Sessions

Executive sessions may be called by the Mayor, by the request of three members of Council, or by the City Manager.

- A. Executive sessions shall be held in accordance with state law.
- B. Only members of the Council, the City Manager], the City Attorney, and persons specifically invited by the City Manager or the Council shall be allowed to attend executive sessions.

- C. Representatives of recognized news media⁴ may attend executive sessions, other than those sessions during which the Council conducts deliberations with persons designated to carry on labor negotiations, or where the matter involves litigation and the news media is a party to the litigation.

V. Work Sessions

Work sessions are intended to present information and facilitate discussion so that the Council is prepared for regular or special meetings.

- A. All work sessions are subject to Oregon’s public meetings law and must be noticed accordingly.
- B. Work sessions are intended to allow for preliminary discussions, and the Council is not permitted to take formal or final action on any matter at a work session.
- C. Work sessions are to be scheduled by the City Manager in collaboration with the Mayor.
- D. The City Manager is to invite any relevant staff to work sessions so that the sessions are as productive as possible.

VI. Holidays

In the event a regular meeting falls on a holiday recognized by the city, the regular meeting for that week shall be held on the following day.

VII. Council Recess

The Council shall be in recess and cancel at least one of its regular meetings each calendar year.

VIII. Location

In accordance with state law, regular Council meetings shall be conducted in a hybrid in-person / virtual format, allowing Council members, staff, and the public to attend and participate either in-person at City Hall or virtually via a medium that is freely and easily accessible by the public, and that allows the public to observe and provide input (as appropriate) during the meeting.

- A. In the event that circumstances prevent the Council from meeting in-person, the Council may conduct a regular meeting entirely virtually via a medium that meets the requirements in the above section.
- B. Special meetings may be held at a location within the city’s jurisdictional limits other than City Hall.
- C. Training sessions may be held outside of the city’s jurisdictional limits, provided no deliberations toward a decision are made.
- D. Interjurisdictional meetings may be held outside of the city’s jurisdictional limits, but should be held as close as practical to the city, and such meetings shall be located within the jurisdictional boundaries of the other government entity.
- E. No Council meeting shall be held at a location not freely and easily accessible by

members of the public.

IX. Notice

The City Recorder shall provide notice of all meetings in accordance with Oregon's public meeting law.

X. Attendance

Members of the Council shall advise the City Manager and Presiding Officer if they will be unable to attend any meetings. Under the Charter, a Council position becomes vacant if the Council Member is absent from the city for more than 30 days without Council permission, or absent from all meetings of the Council within a 60-day period without Council permission, and upon a declaration by the Council of the vacancy.

- A. The Mayor shall notify the City Manager and Council President in advance of any absence by the Mayor.
- B. Council Members shall also notify the City Manager and Presiding Officer in advance if they choose to attend any meeting virtually rather than in-person.
- C. Council Members will make their best efforts to schedule absences/vacations around Council meetings. Excused absences are typically for personal, family, or medical reasons.

CHAPTER 3 – Ordinances and Resolutions

I. Ordinances

All ordinances considered by and voted upon by the Council shall adhere to the rules outlined herein.

- A. Numbering. The City Recorder shall number all ordinances with a consecutive identification number in the order of their introduction consisting of the calendar year in which it was introduced followed by the sequence number.
- B. Preparation.
 - a. All ordinances shall, before presentation to the Council, have been approved by the city attorney, or the city attorney's designee.
 - b. No ordinance shall relate to more than one subject, which shall be clearly expressed in its title.
 - c. Any ordinance amending the Sandy Municipal Code shall identify in the title of the ordinance the specific code section(s) being amended.
 - d. A public hearing shall be conducted prior to the adoption of any ordinance.
 - e. When an ordinance is rejected by the Council, and is not the subject of a successful Motion to Reconsider as provided by these rules, neither the ordinance, nor any other ordinance which contains substantially the same provisions, shall be considered by the Council for a period of not less than six months, unless at least three members of the Council petition for early consideration.

II. Resolutions

All resolutions considered by and voted upon by the Council shall adhere to the rules outlined herein.

- A. Numbering. The City Recorder shall number all resolutions with a consecutive identification number in the order of their introduction, consisting of the calendar year in which it was introduced followed by the sequence number.
- B. Preparation
 - a. A public hearing shall be conducted before adoption of any resolution imposing a fee or fine.
 - b. A public hearing may be held on any other resolution at the Mayor's direction or upon majority vote of the Council.
- C. Adoption
 - a. Resolutions are adopted upon majority vote of the Council at a regular business meeting.

- b. When a resolution is rejected by the Council, and is not the subject of a successful Motion to Reconsider as provided by these rules, neither the resolution, nor any other resolution which contains substantially the same provisions, shall be considered by the Council for a period of not less than three months, unless at least three members of the Council petition for early consideration.

CHAPTER 4 – Land Use Hearings

I. General Conduct of Hearings

- A. Any party to a hearing may speak for themselves, through an attorney, or elect to have a representative from an officially recognized neighborhood association present the party's case.
- B. A copy of any written testimony or physical evidence which a party desires to have introduced into the record at the time of hearing shall be submitted to the City Recorder at the time the party makes his or her presentation. If the testimony or evidence is not submitted to the City Recorder, it shall not be included in the record for the proceeding.
- C. The Presiding Officer shall establish and disclose time limits for all hearing participants in advance of the hearing.
- D. Members of the public may not testify more than once during a hearing without obtaining permission from the Presiding Officer.
- E. Upon being recognized by the Presiding Officer, any member of the Council, the City Manager, the Development Services Director, or the City Attorney may question any person who testifies.
- F. Testimony shall be directed towards the applicable standards and criteria which apply to the proposal before the Council.
- G. The Presiding Officer may exclude or limit cumulative, repetitious, or immaterial testimony. To expedite hearings, the Presiding Officer may call for those in favor and those in opposition to rise, and the City Recorder shall note the numbers of such persons for the record in the minutes.
- H. A member of the Council shall not participate in a discussion or vote in a land use proceeding if the member has an actual conflict of interest as defined by the Oregon Revised Statutes or the City Charter.
- I. A member of the Council shall not participate in a discussion or vote in a land use proceeding if the member was not present during the public hearing; provided, however, the member may participate if they have reviewed the evidence, including recordings of the hearing, and declared such fact for the record.
- J. In an effort to maintain the impartiality of the Planning Commission, especially in cases where issues can be remanded by the City Council back to the Planning Commission for review, the following rules are established:
 - a. For legislative land use matters before the Council, Commissioners may testify as a Commissioner, as a Commissioner representative if so designated by the Commissioner, or as a citizen.
 - b. For quasi-judicial hearings or petitions for review before the Council, Commission members, who have participated in the proceeding Commission decision, may not testify before the Council on the

respective matter.

II. Quasi-Judicial Land Use Matters

- A. Scope of Review. All appeals in quasi-judicial land use proceedings shall be new (de novo) and shall be held on the record.
- B. Ex Parte Contacts. Members of the Council shall reveal any ex parte contacts with regard to the proceeding at the commencement of any quasi-judicial land use proceeding. If such contact impairs the member's impartiality, the member shall state this fact and abstain from participation in the matter.
- C. Bias and Disqualification. Any applicant, opponent, or other party interested in a quasi-judicial matter to be heard by the Council may challenge the qualification of any Councilor to participate in such hearing and decision. Such challenge must state facts relied upon by the party relating to a Councilor's bias, pre-judgement, personal interest, or other facts from which the party has concluded that the Councilor will not participate and make a decision in an impartial manner. The Presiding Officer shall give the challenged member an opportunity to respond. A motion to accept or deny the challenge will be voted upon by the Council. Such challenges shall be incorporated into the record of the hearing.
 - a. In the case of a quasi-judicial matter that is heard by the Council, a Councilor must disclose his or her participation in a prior decision or action on the matter that is before the Council. A common example of this is when a Planning Commission member is elected or appointed to the City Council, or if a Councilor testifies at a Planning Commission meeting. The Councilor shall state whether he or she can participate in the hearing with an open mind and with complete disregard for the previous decision made. If the Councilor is unable to hear the matter impartially, the Councilor has a duty to disqualify him or herself from participating in the proceedings and to leave the room (or, if attending virtually, to temporarily disable audio and visual participation).
 - b. If the City Council believes that a member is biased or cannot participate impartially, it may disqualify the member by majority vote from participating in a decision on a quasi-judicial matter. A Councilor who has been disqualified from participating in a decision may participate in the proceeding as a private citizen if the Councilor is a party with standing.
- D. Burden of Proof. The applicant has the burden of proof on all elements of the proposal, and the proposal must be supported by proof that it conforms to all applicable standards and criteria.
 - a. The decision of the Council shall be based on the applicable standards and criteria as set forth in the Sandy Municipal Code, the City's comprehensive plan, and, if applicable, any other land use standards imposed by state law or administrative rule.
 - b. The applicant, any opponents, and/or city staff may submit to the Council

a set of written findings or statements of factual information which are intended to demonstrate the proposal complies or fails to comply with any or all applicable standards and criteria.

- E. Hearing Procedures. The order of hearings in quasi-judicial land use matters shall be:
- a. Land Use Hearing Disclosure Statement. The Presiding Officer shall read the land use hearing disclose statement, which shall include:
 - i. A statement that testimony, arguments and evidence must be directed toward the applicable criteria or other criteria in the plan or land use regulation which the person believes to apply to the decision;
 - ii. A statement that failure to raise an issue accompanied by statements or evidence sufficient to afford the Council and the parties an opportunity to respond to the issue precludes appeal to the Land Use Board of Appeals based on that issue; and
 - iii. If applicable, a statement that a failure to raise constitutional issues relating to proposed conditions of approval precludes an action for damages in circuit court.
 - b. Call for ex parte contacts. The Presiding Officer shall inquire whether any member of the Council has had ex parte contacts. Any member of the Council announcing an ex parte contact shall state for the record the nature and content of the contact.
 - c. Call for abstentions. The Presiding Officer shall inquire whether any member of the Council wishes to abstain from participation in the hearing. Any member announcing an abstention shall identify the reason therefor and shall not participate in the proceedings.
 - d. Call for conflicts of interest. The Presiding Officer shall inquire whether any member of the Council must recuse themselves from participating in the hearing due to a conflict of interest. Any member of the Council announcing a conflict of interest shall state the nature of the conflict, and shall not participate in the proceeding.
 - e. Call for challenges to members of the hearing body. The Presiding Officer shall inquire whether any participant in the hearing wishes to challenge the ability of a member of the hearing body to hear the matter impartially, pursuant to the Bias and Disqualification section of these rules.
 - f. Staff report. Staff shall present a statement of the applicable criteria, and a summary and recommendation concerning the proposal.
 - g. Presentation of the case
 - i. Applicant's case

- ii. Persons testifying in favor
 - iii. Persons testifying in opposition
 - iv. Other interested persons testifying
 - v. Rebuttal. Rebuttal may be presented by the applicant. The scope of rebuttal is limited to matters which were introduced during the hearing.
- h. Close of hearing. No further information shall be received after the close of the hearing, except for specific questions directed to staff. If the response to any such questions requires the introduction of additional factual evidence, all parties shall be afforded an opportunity for additional rebuttal.
- i. Deliberations. Deliberations shall immediately follow the hearing, unless delayed to a subsequent time certain by majority vote of the Council.
- j. Findings and Order. The Council may approve or reject the proposal.
- i. The Council shall adopt findings to support its decision.
 - ii. A final order representing the decision of the Council shall be signed by the Mayor.
- k. Continuances. Only one continuance is available by right. However, nothing in this section shall restrict the Council, in its discretion, from granting additional continuances. Any continuance shall result in a corresponding extension of the 120-day time limitations imposed by the Oregon Revised Statutes.

III. Legislative Land Use Matters

- A. Hearings Procedures. The order of procedures for hearings on legislative land use matters shall be:
- a. Call for abstentions. The Presiding Officer shall inquire whether any member of the Council wishes to abstain from participation in the hearing. Any member announcing an abstention shall identify the reason therefor and shall not participate in the proceedings.
 - b. Call for conflicts of interest. The Presiding Officer shall inquire whether any member of the Council must recuse themselves from participating in the hearing due to a conflict of interest. Any member of the Council announcing a conflict of interest shall state the nature of the conflict, and shall not participate in the proceeding
 - c. Presentation of the case
 - i. Staff report. Staff shall present a summary and recommendation concerning the proposal.
 - ii. Public testimony.

- d. Close of hearing. No further information shall be received after the close of the hearing, except for responses to specific questions directed to staff.
- e. Deliberations. Deliberations shall immediately follow the hearing, unless delayed to a subsequent time certain by majority vote of the Council.
- f. Reopening hearing. Prior to second reading of an ordinance relating to a legislative land use matter, and upon majority vote of the Council, a hearing may be reopened to receive additional testimony, evidence or argument. The same notice requirements shall be met for the reopened hearing as were required for the original hearing.

CHAPTER 5 – Motions, Debate, and Voting

I. Motions

All motions shall be distinctly worded.

A. The following rules shall apply to motions:

- a. If a motion does not receive a second, it dies.
- b. The Council will discuss a motion only after the motion has been moved and seconded. Nothing in this section prevents general discussion or expression of opinions before a motion is made.
- c. Any motion shall be reduced to writing if requested by a member of the Council.
- d. A motion to amend can be made to a motion that is on the floor and has been seconded.
- e. No motion shall be received when a question is under debate except for the following:
 - i. To lay the matter on the table;
 - ii. To call for the previous question;
 - iii. To postpone;
 - iv. To refer; or
 - v. To amend.
- f. A motion may be withdrawn by the mover at any time without the consent of the Council.
- g. Amendments are voted on first, then the main motion is voted on as amended.
- h. A member of the Council may have a motion which contains several elements divided, but the mover shall have the right to designate which element will be voted on first.
- i. A call for the question is intended to close the debate on the main motion; does not require a second and is not debatable.
 - i. A call for the question fails without a majority vote.
 - ii. Debate on the main subject resumes if the motion fails.
- j. A motion that receives a tie vote fails.
- k. The Presiding Officer shall repeat the motion prior to a vote.
- l. A motion to adjourn cannot be amended.

m. Motion to Reconsider

A member who voted with the majority may move for a reconsideration of an action at the same or the next regular meeting. The second of a motion may be a member of the minority. Once a matter has been reconsidered, no motion for further reconsideration shall be made without unanimous consent of the Council.

II. Debate

The following rules shall govern the debate of any item being discussed by the Council:

- A. Every member desiring to speak shall address the Presiding Officer, and, upon recognition by the Presiding Officer, shall confine him/herself to the question under debate, at all times acting and speaking in a respectful manner.
- B. A member, once recognized, shall not be interrupted when speaking unless it is to be called to order, or as herein otherwise provided.
- C. The member of the Council moving the adoption of any ordinance or resolution shall have the privilege of closing the debate.

III. Voting

The following rules shall apply to voting on matters before the Council, except for any instance in which these rules conflict with the City Charter.

- A. Reports and Plans. A majority of a quorum shall be required to approve or accept a report or plan. However, no vote is required if the report is only for informational purposes.
- B. Consent Agenda. The unanimous vote of all members of the Council present is required to approve the consent agenda.
- C. Resolutions. A majority of a quorum shall be required to pass a resolution.
- D. Ordinances. Ordinances shall be adopted as provided by the City Charter.
- E. Budget. The budget shall require a majority of a quorum to pass.
- F. Franchise. A majority of a quorum shall be required to pass an ordinance granting a franchise.
- G. Suspension of Rules. A unanimous vote of all members of the Council present shall be required to suspend or rescind a rule contained in these rules of procedure, however, rules in this chapter which also appear in the City Charter shall not be suspended or rescinded.
- H. All votes shall be recorded in the minutes.
- I. Ties. Tie votes shall indicate a denial of the proposal. If the tie is a matter that has been appealed from a lower city body or commission, a tie shall render the lower body's decision approved.
- J. Effective Date

- a. A resolution shall become effective upon adoption unless otherwise stated in the resolution.
- b. An ordinance shall become effective as provided by the City Charter.

CHAPTER 6 – Minutes

I. Generally

- A. All City Council meeting minutes shall be in written form, with an electronic copy of the minutes archived by the City Recorder and made publicly available in accordance with state public records laws and regulations.
- B. The minutes shall contain the following information:
 - a. The date, time and place of the meeting;
 - b. The members present;
 - c. The motions, proposals, resolutions, orders, ordinances, and measures proposed and their disposition;
 - d. The results of all votes and the vote of each member by name;
 - e. The substance of any discussion on any matter; and
 - f. A reference to any document discussed at the meeting

II. Approval

The Council shall approve all minutes of any meeting.

- A. All minutes shall be approved within ninety days of the meeting having occurred.
- B. The draft minutes shall be submitted to the Council as part of the Council's packet prior to the meeting where they will be discussed.
- C. Any member of the Council may request an amendment or correction of the minutes prior to a final vote being taken on the minutes.

III. Video Recordings

- A. All City Council regular meetings shall be video recorded, with a copy of the video recording archived by the City Recorder and made publicly available in accordance with state public records laws and regulations.
 - a. In the case of meetings other than regular City Council meetings, the above video recording requirement is subject to the discretion of the Presiding Officer.

CHAPTER 7 – Appointments

I. Appointments of City Staff

The Council appoints and can remove those positions identified in the City Charter. All appointments require a majority vote of the entire Council.

- A. Reviews. Any person appointed by the Council shall be subject to periodic review by the Council.
- B. Removals. All appointed persons may be removed by a majority vote of the entire Council.
- C. Interference with Judge. If the Council appoints a municipal judge, the Council may meet with the judge, but in no instance shall the Council be permitted to interfere with the judge's exercise of judicial authority or discretion.

II. Appointments of Members to Boards, Commissions, and Committees

- A. Rules and policies for the creation of Boards, Commissions, and Committees, and for appointments of members thereto, shall be adopted by Council Resolution.
- B. Any questions of procedure not specifically addressed in the officially adopted rules and policies referenced above are left to the discretion of the Mayor.

III. Liaisons to Boards, Commissions, and Committees

To facilitate the exchange of information between the Council and its advisory bodies and standing committees, the Mayor will, at least biennially, make liaison appointments to City boards, commissions and committees.

- A. Councilors assigned as a liaison to a board, commission, or committee may participate in the discussion and framing of recommendations to forward to the full City Council. Councilors will represent the position of the board, commission, or committee when presenting recommendations to the City Council.
- B. In order to respect the separation between the Council and boards, commissions, and committees, Councilors assigned as a liaison shall refrain from:
 - a. Attempting to lobby or influence boards, commissions, and committees on any item under their consideration. It is important for the advisory body to make objective and independent recommendations to the Council.
 - b. Becoming involved in the body's discussions without first explaining his or her role as a Council liaison.
 - c. Voting at the body's meeting on any item.

- C. Council members who are not liaisons but who choose to attend a meeting of a board, commission, or committee shall do so as a member of the general public, and shall only speak during the meeting's designated public comment period unless requested to otherwise participate in the meeting by the Presiding Officer of the board, commission, or committee.

CHAPTER 8 – Ethics, Decorum, and Conduct

I. Ethics

All members of the Council shall review and observe the requirements of state ethics laws and regulations. In addition to complying with state ethics law, all members of the Council shall refrain from:

- A. Disclosing confidential information.
- B. Taking action which benefits special interest groups or persons at the expense of the city as a whole.
- C. Conducting themselves in a manner so as to bring discredit upon the City.
- D. Participating in a discussion or vote if the member has an actual conflict of interest as defined by the Oregon Revised Statutes or the City Charter; or participating in a discussion or vote if the member has a potential conflict of interest as defined by the Oregon Revised Statutes or the City Charter without first declaring such fact for the record.

II. Decorum

- A. The Presiding Officer shall preserve decorum during meetings and shall decide all points of order, subject to appeal of the Council.
- B. Council Members shall preserve decorum during meetings, and shall not, by conversation or action, delay or interrupt the proceedings or refuse to obey the orders of the Presiding Officer or these rules.
- C. Members of the city staff and all other persons attending meetings shall observe the Council's rules of proceedings and adhere to the same standards of decorum as Council Members.

III. Statements to the Media and Other Organizations

- A. Representing the City. If a Council Member represents the City before representatives of another governmental entity, the media, or an organization to provide a City statement on an issue, the member may only state the official position of the City, as approved by a majority of the Council.
- B. Personal Opinions. If a Council Member appears in their personal capacity before representatives of another governmental entity, the media, or an organization to give a personal statement on an issue, the member must clarify that their statements do not necessarily represent the position of the Council.
- C. The effectiveness of City lobbying in Salem or in Washington, D.C. depends on the clarity of the City's voice. When Council members represent the City in a lobbying situation, it is appropriate that the Council members avoid expressions of personal dissent from an adopted Council position.
- D. When Councilors attend meetings of organizations such as the League of Oregon

Cities or the National League of Cities and their boards and committees, they do so as individual elected officials and are free to express their individual views. If the City Council has an adopted policy relating to an issue under discussion, the Councilor is expected to report that fact.

IV. Confidentiality

Council members will keep all written materials provided to them on matters of confidentiality under law in complete confidence to ensure that the City's position is not compromised. No mention of the information read or heard should be made to anyone other than other Council members, the City Manager or City Attorney.

- A. If the Council in executive session provides direction or consensus to staff on proposed terms and conditions for any type of negotiation whether it be related to property acquisition or disposal, pending or likely claim or litigation, or employee negotiations, all contact with other parties shall be made by designated staff or representatives handling the negotiations or litigation. A Councilor will not have any contact or discussion with any other party or its representative pertaining to the subject of the executive session, nor communicate any executive session discussion.
- B. All public statements, information, or press releases relating to a confidential matter will be handled by designated staff or a designated Council member.
- C. The Council, by resolution, may censure a member who discloses a confidential matter.

CHAPTER 9 – Interactions with Staff & City Attorney

I. Interactions with Staff

All Council Members shall respect the separation between the Council's role and the role of city staff by:

- A. Not interfering with day-to-day operations and administration of City business, which is the responsibility of City staff. The appropriate role of the Council is to serve as the City's policy making body. If Council Members wish to express specific concerns regarding staff, they should address their concerns to the City Manager.
- B. Refraining from actions that would undermine the authority of the City Manager or a director.
- C. Limiting individual inquiries and requests for information from staff to those questions that may be answered readily as part of staff's day-to-day responsibilities. Questions of a more complex nature shall be directed to the City Manager.
 - a. Questions from individual members of the Council requiring significant time or resources (one hour or more) shall normally require approval of the Council.
 - b. A Council member who desires major policy or ordinance research should first raise the issue at a meeting during Council Reports. The Council should consider items in light of City priorities and workload and agree to proceed with an issue or ordinance before staff time is spent preparing a report. The Council member may present information or a position paper or ask for a department report or committee recommendation. Council members who agree that staff time can be spent on a particular item are not bound to support the issue when it comes before the Council for a vote.
 - c. Members of the Council shall normally share information obtained from staff with the entire Council. This section is not intended to apply to questions by members of the Council acting in their private capacities rather than as members of the Council, nor to questions regarding conflict of interest or similar issues particular to a member of the Council.
 - d. Council Members who email staff with questions pertaining to items on an upcoming meeting agenda shall copy (cc) the entire Council on the email.
 - e. Council Members shall comply with public meetings law and avoid deliberating on policy matters by responding to the communications discussed in this section.

II. Requests to City Attorney

Requests to the City Attorney for advice requiring legal research shall not be made by a Council member except with the concurrence of the Council. Before requesting research or other action by the City Attorney, the Council is encouraged to consider consulting with the City Manager to ascertain whether the request or action can be accomplished more cost-effectively by alternate means. Outside a Council meeting, a Councilor should make requests of the City Attorney through the City Manager. Exceptions to this are issues that are related to the performance of the City Manager and/or unique and sensitive personnel, provided they are City business-related requests. The City Attorney shall in either case provide any written response to the full Council and City Manager.

Chapter 10 – Other Matters

I. City Council Vacancies

Upon declaring a vacancy on the City Council, the Council will fill the vacancy according to the provisions of the City Charter. The Council will adopt a process and procedure for filling the vacancy during a regular meeting, which shall adhere to the following requirements:

- A. The vacancy will be widely advertised and applications will be completed and submitted to the City.
- B. After the application deadline has passed, the Council will review applications using evaluation criteria publicly adopted by the Council.
- C. The Council will interview applicants during a public meeting.
- D. The Council will make a decision to fill the vacancy during a regular meeting.

II. Litigation

Within 30 days of the City's receipt of a statutory notice of intent to sue, or a summons and complaint for damages, the Council will either receive a written report, or will meet in executive session with the City Manager

III. Conferences and Seminars

- A. Members of the Council are urged to educate themselves about local government and participate in intergovernmental collaboration. To that end, as funding allows, Councilors are urged to attend functions of the Clackamas Cities Association, the League of Oregon Cities, the National League of Cities, the Oregon Mayors Association (as applicable), the US Conference of Mayors (as applicable), and other similar intergovernmental organizations. Members of the Council who serve on committees or the boards of such intergovernmental organizations will be reimbursed for reasonable expenses not covered by the respective body as funding allows.
- B. If a member of the Council resigns their position but continues to serve on the board of an intergovernmental organization and is expected to attend a meeting, conference, or seminar, the expenses not covered by the respective body will be reimbursed by the City as funding allows.
- C. Upon a Councilor's return from attending a conference, training seminar or meeting, the Councilor will give a report to all members of the Council unless the majority attended the same function, or if requested by any Councilor who did not attend the conference, seminar, or meeting.
- D. Councilors will follow the same rules and procedures for reimbursement as those which apply to City employees, as set forth in official City policy. Councilor expenditures for other than routine reimbursable expenses (e.g., conference registration, travel, etc.) will require advance approval according to official City

policy.

- E. The Council Member who will be traveling should make his or her own reservations for travel and lodging. The City will issue the appropriate purchase order/expenditure upon request and approval by the City Manager.
- F. The City does not reimburse Council members for travel expenses incurred by their spouses, family members, or other travel partners.

IV. Council Member Benefits

In recognition of their service, Council Members are entitled to receive the following benefits at the City's expense:

- A. One membership to a local fitness facility, with a value not to exceed \$50 per month.
- B. SandyNet gigabit fiber internet service to one home.

CHAPTER 11 – Censure

I. Enforcement

The Council may enforce these rules and ensure compliance with city ordinances, the City Charter, and state laws applicable to governing bodies. If a member of the Council violates these rules, city ordinances, the City Charter, or state laws applicable to governing bodies, the Council may take action to protect the integrity of the Council and discipline the member with a public reprimand, or censure by Council resolution.

II. Investigation

The Council may investigate the actions of any member of Council and meet in executive session under ORS 192.660(2)(b) to discuss any finding that reasonable grounds exist that a violation of these rules, local ordinance, the City Charter or state laws applicable to governing bodies has occurred. Sufficient notice must be given to the affected member to afford them the opportunity to request an open hearing under ORS 192.660(2)(b).

CHAPTER 12 – Amendment

I. Amendment

These rules are subject to amendment by the Council in accordance with the rules noted herein.

- A. All amendments to these rules must be made by Council resolution following a public hearing.
- B. Amended rules shall not go into effect until the meeting after the amendments were approved.

Council Rules Change Log – July 2023

(Note: topics in the LOC model rules not mentioned in the table below were fully incorporated into the new draft. All topics in the existing rules are addressed in the table.)

<u>Subject</u>	<u>Source</u>	<u>Editorial Decision</u>	<u>Reason</u>
“Agenda”	Previous Council Rules	Mostly retained as-is; edited to state the Mayor and City Manager ‘collaborate’ to produce the agenda	Reflects current practices
“Annual Report of Boards and Commissions”	Previous Council Rules	Omitted from new draft	Better to address through individual bylaws
“Attendance”	Previous Council Rules	Incorporated into new draft	Long-standing policy / practice
“Bias and Disqualification”	Previous Council Rules	Incorporated into new draft	Long-standing policy / practice
Boards, Commissions and Committees	Previous Council Rules / LOC Model	Defer to board and commission policies adopted through Council resolution instead	Avoid redundancy
“City Manager Evaluation”	Previous Council Rules	Omitted from new draft	Addressed in individual CM contracts instead
“City Newsletter”	Previous Council Rules	Omitted from new draft	Administrative in nature
“Communications with Staff”	Previous Council Rules	Used model LOC language instead; Also see: “Interactions with Departments”	LOC model language offers clarity
“Conferences and Seminars”	Previous Council Rules	Incorporated into new draft	Long-standing policy / practice
“Confidentiality”	Previous Council Rules	Incorporated into new draft; clarified that limits on contact with parties refer to the subject of the executive session	Long-standing policy / practice
“Conflict of Interest”	Previous Council Rules	Used model LOC language instead	LOC model language offers clarity
Conflicts of interest during land use hearings	LOC Model Rules	Struck provision allowing conflicted members to vote in certain circumstances (pg. 24)	This is a policy choice for the Council
“Consent Agenda”	Previous Council Rules	Used model LOC language instead	LOC model language offers clarity
Council approval of agendas	LOC Model Rules	Omitted from new draft	This is not practiced in Sandy
Council recess requirement	LOC Model Rules	Omitted from new draft	To retain schedule flexibility

Subject	Source	Editorial Decision	Reason
"Council Rules"	Previous Council Rules	Used model LOC language instead	LOC language offers clarity & flexibility
Decorum	LOC Model Rules	Incorporated as-is	LOC model language offers simplicity
"Emergency Meetings"	Previous Council Rules	Used model LOC language instead	LOC model language offers clarity
"Executive Sessions"	Previous Council Rules	Used model LOC language instead; omitted quotations of ORS	This subject is governed by state public meetings law
"Exhibits"	Previous Council Rules	Omitted from new draft	This subject is governed by state public meetings / records law
"Ex Parte Contacts and Disqualification"	Previous Council Rules	Used model LOC language instead, but retained requirement to leave room	Utilized best of both documents
"Expenses and Reimbursement"	Previous Council Rules	Incorporated into new draft	Long-standing policy / practice
"Filling Vacancies on the Council"	Previous Council Rules	Incorporated into new draft	Long-standing policy / practice
"Flags, Signs and Posters"	Previous Council Rules	Incorporated into new draft	Long-standing policy / practice
"Gifts"	Previous Council Rules	Omitted from new draft	Administrative in nature
"Government Standards and Practices Commission Requirements and Reporting"	Previous Council Rules	Used model LOC language on ethics instead	LOC model language offers simplicity
Hearing roster sign-in requirement	LOC Model Rules	Omitted from new draft	Infeasible with hybrid meetings
"Interaction with Departments"	Previous Council Rules	Used model LOC language instead; added language on cc'ing the Council with questions on agenda items; clarified that staff concerns are directed to the City Manager	Best practice; Council policy decision
"Legal Advice"	Previous Council Rules	Incorporated into new draft	Long-standing policy / practice
"Liaisons to Boards, Commissions, and Committees"	Previous Council Rules	Added language about Council members who are not liaisons speaking during board and commission meetings	Reflects current practices

Subject	Source	Editorial Decision	Reason
"Litigation"	Previous Council Rules	Incorporated into new draft	Long-standing policy / practice
"Meeting Staffing"	Previous Council Rules	Omitted from new draft	Addressed in Charter; other staffing is administrative in nature
Meeting location	LOC Model Rules	Updated to reflect hybrid meetings	Current practices / new state law
"Meeting Times"	Previous Council Rules	Incorporated into new draft	Long-standing policy / practice
"Minutes"	Previous Council Rules	Omitted from new draft	Addressed by state law
"Motions"	Previous Council Rules	Used model LOC language instead	LOC model language offers clarity
"News Media" (definition)	Previous Council Rules	Omitted from new draft	Best practice to leave this as a case-by-case judgment, as media constantly evolves
"Order and Decorum"	Previous Council Rules	Incorporated in 'Sergeant-at-Arms' section. Separate 'Decorum' section incorporated from LOC model	Clarity
"Order of Business"	Previous Council Rules / LOC Model	Conformed to current practices	Clarity
Ordinance and resolution 'calendars'	LOC Model Rules	Omitted from new draft	This is not practiced in Sandy
Ordinance passage thresholds (pg. 28)	LOC Model Rules	Omitted from new draft	This subject is governed by the City Charter
Ordinance reading and adoption	Previous Council Rules / LOC Model	Edited LOC language to reflect Sandy's Charter	This subject is governed by the City Charter
"Planning Commission Testimony"	Previous Council Rules	Incorporated into new draft	Long-standing policy / practice
"Presiding Officer"	Previous Council Rules	Used model LOC language instead	LOC model language offers clarity
"Public Comment"	Previous Council Rules / LOC Model	One general public comment at meetings (rather than for each agenda item); 3 minute limit for regular comments, 5 minutes for public hearings	Reflects current practices / provides more time for hearing testimony
"Public Hearings"	Previous Council Rules	Used model LOC language instead	LOC model language offers clarity
"Public Members Addressing the Council"	Previous Council Rules	Addressed in multiple other sections of new draft instead	(in addition, certain aspects covered by Robert's Rules)

Subject	Source	Editorial Decision	Reason
"Public Records"	Previous Council Rules	Omitted from new draft	This subject is governed by state law
"Questioning of Staff by Council Members"	Previous Council Rules	Incorporated into new draft	Long-standing policy / practice
"Quorum"	Previous Council Rules / LOC Model	Omitted from new draft	This subject controlled by the City Charter
"Reconsideration of Actions Taken"	Previous Council Rules	Incorporated into new draft	Long-standing policy / practice
Reconsideration of rejected ordinances and resolutions	LOC Model Rules	Incorporated with minor edits (not in previous rules)	This is a policy choice for the Council
Reports from Boards and Commissions	Previous Council Rules / LOC Model	Omitted from new draft	Council liaison process addresses this / could be included in individual Board bylaws if desired
Representing the City	Previous Council Rules / LOC Model	Captured recent Council consensus language instead, but did not incorporate existing language on lobbying and conferences	Reflects current practices
Reviews of appointed officials	LOC Model Rules	Amended to require 'periodic' review	For flexibility
"Sergeant-at-Arms"	Previous Council Rules	Refer to 'disorderly conduct' under state law, rather than municipal code	For use in extreme cases where attendees refuse to follow instructions of presiding officer
"Speaking by Council Members"	Previous Council Rules	Omitted from new draft	This subject controlled by Robert's Rules and 'Decorum'
"Special Meetings"	Previous Council Rules	Omitted from new draft	This subject controlled by the City Charter
Staff Interactions (from Council)	Previous Council Rules / LOC Model	Used LOC model language, but also incorporated language on approval for policy research and on copying all councilors on agenda item questions	Reflects current practices
Suspension of Rules	LOC Model Rules	Unanimous vote needed to suspend rules (previous rules only required a majority)	Best practice; protects those in the minority
"Televising of Council Meetings"	Previous Council Rules	Omitted from new draft	Superseded by Zoom practices; prudent to maintain technological flexibility

<u>Subject</u>	<u>Source</u>	<u>Editorial Decision</u>	<u>Reason</u>
"Voting"	Previous Council Rules	Omitted from new draft	This subject controlled by the City Charter
"Work Sessions" (requirements for calling/conducting)	Previous Council Rules	Omitted from new draft	This subject is governed by the City Charter and State Law

City of Sandy

COUNCIL RULES

Adopted June 1, 2015
(Resolution 2015-12)

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Agenda. The City Manager shall prepare an agenda of the business to be presented at a regular Council meeting. Wherever possible, it is desirable that no item of business be added to an agenda after 12 Noon on the Friday ten days before the 1st or 3rd Monday of the month. The agenda packet containing all agenda items will be available for the City Council and public on the Thursday four days before the Council meeting.

A. A Councilor may place an item on a Council agenda by motion or with the Mayor's approval. The City Manager shall be notified. Council members will endeavor to have subjects they wish considered submitted in time to be placed on the agenda.

B. A Councilor who desires major policy or ordinance research should first raise the issue at a meeting under Council Reports. The Council should consider items in light of City priorities and workload and agree to proceed with an issue or ordinance before staff time is spent preparing a report. The Councilor may present information or a position paper or ask for a department report or committee recommendation. Councilors who agree that staff time can be spent on a particular item are not bound to support the issue when it comes before the Council for a vote.

Annual Report of Boards and Commissions Each board, commission and committee will annually report to the Council on their activities for the previous year at a regular City Council meeting. The report will be prepared in a format prescribed by the Council.

Attendance. Councilors will inform the Mayor and the City Manager if they are unable to attend any meeting. Additionally, the Mayor will inform the Council President and the City Manager regarding any absence by the Mayor. Meeting attendance is critical to appropriate policy development. Councilors will make best efforts to schedule absences/vacations around Council meetings. Excused absences are typically for personal, family, or medical reasons.

Bias and Disqualification. Any proponent, opponent, or other party interested in a quasi-judicial matter to be heard by the Council may challenge the qualification of any Councilor to participate in such hearing and decision. Such challenge must state facts relied upon by the party relating to a Councilor's bias, prejudgement, personal interest, or other facts from which the party has concluded that the Councilor will not participate and make a decision in an impartial manner. such challenges shall be made prior to the commencement of the public hearing. The Mayor shall give the challenged member an opportunity to respond. A motion to accept or deny the challenge will be accepted and voted. Such challenges shall be incorporated into the record of the hearing.

A. In the case of a quasi-judicial matter that is heard by the Council, a Councilor must disclose his or her participation in a prior decision or action on the matter that is before the Council. A common example of this is when a Planning Commission member is elected or appointed to the City Council, or if a Councilor testifies at a Planning Commission meeting. The Councilor shall state whether he or she can participate in the hearing with an open mind and with complete disregard for the previous decision made. If the Councilor is unable to hear the matter impartially, the Councilor has a duty to disqualify him or herself from participating in the proceedings and to leave the room.

B. If the City Council believes that the member is actually biased, it may disqualify the member by majority vote from participating in a decision on the matter. A Councilor who has been disqualified from participating in a decision may participate in the proceeding as a private citizen if the Councilor is a party with standing.

City Manager Evaluation. The evaluation of the City Manager will be performed under the terms of the Manager's contract.

City Newsletter. As a general policy, the City newsletter should be used for only City government related articles, leaving community articles to local newspapers. Events not sponsored entirely or partially by the City should not be allowed space in the newsletter. Requests for placement of articles in the newsletter shall be approved by the City Manager or designee.

Communication with Staff. Councilors shall respect the separation between policy making and administration by:

- A. Attempting to work together with the staff as a team in a spirit of mutual confidence and support.
- B. Not attempting to influence or coerce the City Manager or department head concerning personnel, purchasing, awarding of contracts, selection of consultants, processing of development applications or the granting of City licenses and permits.
- C. Addressing all inquiries and requests for information from staff to the City Manager or City Attorney and allowing sufficient time for response. All written information given to the City Manager or his/her designee to one Councilor should be distributed to all Councilors.
- D. Limiting individual contacts with City officers and employees so as not to influence staff decisions or recommendations, to interfere with their work performance, to undermine the authority of supervisors or to prevent the full Council from having benefit of any information received.
- E. Respecting roles and responsibilities of staff when and if expressing criticism in a public meeting or through public electronic mail messages. Staff shall have the same respect for the roles and responsibilities of Council members.

All written informational material requested by individual Councilors will be submitted by staff to the entire Council with a notation indicating which Councilor requested the information.

Public Comment. At the beginning of each regular meeting, the Council shall designate a time for Public Comment, which shall be reserved for citizens to address the Council on matters related to City government and properly the object of Council consideration. Time is limited to five minutes for each speaker, unless the Council decides prior to the Public Comment period to allocate less time. The purpose of the Public Comment period is to provide citizens an opportunity to be heard by the Council primarily on issues not on the agenda. Councilors should refrain from engaging speakers in debate or extended dialogue, or directing questions to staff for

immediate response. Councilors should refer complaints or questions to the City Manager or the appropriate staff person.

Conferences and Seminars. Members of the Council are urged to educate themselves about local government. To that end, and as funding allows, Councilors are urged to attend the League of Oregon Cities functions. Requests to attend other government related conferences, training seminars and meetings will be presented to the Council for approval. Members of the Council who serve on committees or the boards of the League of Oregon Cities, the National League of Cities or other such government group will be reimbursed for reasonable expenses not covered by the respective body. If a member of the Council is retiring and serves on a League of Oregon Cities, National League of Cities or other such government group committee or board and is expected to attend a meeting, conference or seminar, the approved expenses not covered by the respective body will be reimbursed by the City. Upon the Councilor's return from attending a conference, training seminar or meeting, the Council will give a report to all members of the Council unless the majority attended the same function, or if requested by any Councilor who did not attend the conference, seminar or meeting.

Confidentiality. Councilors will keep all written materials provided to them on matters of confidentiality under law in complete confidence to insure that the City's position is not compromised. No mention of the information read or heard should be made to anyone other than other Councilors, the City Manager or City Attorney.

A. If the Council in executive session provides direction or consensus to staff on proposed terms and conditions for any type of negotiation whether it be related to property acquisition or disposal, pending or likely claim or litigation, or employee negotiations, all contact with other parties shall be made by designated staff or representatives handling the negotiations or litigation. A Councilor will not have any contact or discussion with any other party or its representative nor communicate any executive session discussion.

B. All public statements, information, or press releases relating to a confidential matter will be handled by designated staff or a designated Councilor.

C. The Council, by resolution, may censure a member who discloses a confidential matter.

Conflict of Interest. Generally, conflicts of interest arise in situations where a Councilor, as a public official deliberating in a quasi-judicial proceeding, has an actual or potential financial interest in the matter before the Council. Under state law, an actual conflict of interest is defined as one that would be to the private financial benefit of the Councilor, a relative or a business with which the Councilor is associated. A potential conflict of interest is one that could be to the private financial benefit of the Councilor, a relative or a business with which the Councilor is associated. A relative means the spouse, children, siblings or parents of the public official or public official's spouse. A Councilor must publicly announce potential and actual conflicts of interest, and, in the case of an actual conflict of interest, must refrain from participating in debate on the issue or from voting on the issue.

Consent Agenda. In order to make more efficient use of meeting time, the City Manager shall place all items of a routine nature on which no debate is expected on a consent agenda. Any item placed on the consent agenda shall be disposed of by a single motion “to adopt the consent agenda” which shall not be debatable. An item removed from the consent agenda shall not receive public testimony unless agreed to by a majority of the Council.

Council Rules. The Council shall review its rules at least once every four years. Amendments shall be adopted by a majority vote. The Council has an obligation to be clear and simple in its procedures and consideration of the questions coming before it. The Council rules are not intended to replace or supersede any applicable federal or state laws or regulations, City ordinances or policies, or provisions of the City Charter.

Emergency Meetings. A special meeting may be called by the Mayor or through the request of three members of the Council. All available Council members will be notified, and the meeting will be held at a time between three and forty-eight hours after the notice is given. Special meetings of the Council may also be held at any time by common consent of all members of the Council. The City shall attempt to contact the media and other interested persons to inform them of the meeting. Councilors are responsible to inform staff of how they can be reached when out of town.

Executive Sessions. An executive session (meeting closed to the public) may be held in accordance with the appropriate statutory limits of ORS 192,640. Care will be taken to ensure that proper and timely notice is made in accordance with statutory requirements. Executive sessions may be held during regular or special meetings, so long as appropriate statutory limitations are met.

A. No formal actions can be taken during an executive session. When the Council reconvenes in open session, formal action may be taken. Only the Council, City Attorney and specific staff members, and news media representatives can attend (see also News Media). Members of the press must be told that they may not report the substance of an executive session.

B. A major reason for allowing members of the news media to attend such sessions is to keep them informed concerning the background of deliberations so they have a better understanding of any decisions made as a result of the meeting. As determined by the Council, minutes may be taken or, in the alternative, a sound recording of the meeting may be made as provided for in ORS 192.650(2). Material discussed during an executive sessions should not be disclosed, as provided in ORS 192.610 and 192.660.

C. The topic areas for which an executive session may be called consist of all items listed in ORS 192.660, including the following:

1. To consider the employment of a public officer, employee, staff members, or individual agent. This applies only to the employment of specific individuals. ORS 192.660 (a)

2. To consider the dismissal or disciplining of, or to hear complaints or charges against a public officer, employee, staff member, or individual agent, unless the individual requests an open hearing. ORS 192.660 (b)
3. To deliberate with persons designated by the governing body to carry on labor negotiations. ORS 192.660 (d)
4. To deliberate with persons designated by the governing body to negotiate real property transactions. ORS 192.660 (e)
5. To consider records exempt by law from public inspections. ORS 192.660 (f)
6. To consider preliminary negotiations involving matters of trade or commerce in which the governing body is in competition with governing bodies in other states or nations. ORS 192.660 (g)
7. To consult with counsel concerning legal rights and duties with regard to current litigation or litigation likely to be filed. ORS 192.660 (h)
8. To review and evaluate the employment related performance of the chief executive officer, a public officer, employee, or staff member unless the person whose performance is being reviewed and evaluated requests an open hearing. ORS 192.660 (i)

Exhibits. Exhibits presented before the Council in connection with its deliberations on a legislative, quasi-judicial or other substantive matter shall be accepted by the Council and made part of the record. The exhibit shall be marked for identification and referenced in the minutes. The exhibit or a copy thereof shall be provided to the meeting recorder.

Ex Parte Contacts and Disqualification. For quasi-judicial hearings, Councilors will endeavor to refrain from having ex parte contacts relating to any issue of the hearing. Ex parte contacts by a party on a fact in issue under circumstances which do not involve all parties to the proceeding. Ex parte contacts can be made orally when the other side is not present, or they can be in the form of written information that the other side does not receive.

A. If a Councilor has ex parte contact prior to any hearing, the Councilor will reveal this contact at the meeting and prior to the hearing. The Councilor shall describe the substance of the contact and the contact and the presiding officer shall announce the right of interested persons to rebut the substance of the communication. The Councilor also will state whether such contact affects the Councilor's impartiality or ability to vote on the matter. The Councilor must state whether he or she will participate or abstain.

B. For quasi-judicial hearings, a Councilor may be disqualified from the hearing by a 60 percent vote of the Council and must leave the room. The Councilor disqualified shall not participate in the debate, shall step down from the dais for that portion of the meeting, and cannot vote on that motion.

C. For quasi-judicial hearings, a Councilor who was absent during the presentation of evidence cannot participate in any deliberations or decision regarding the matter unless the Councilor has reviewed all the evidence and testimony received.

Expenses and Reimbursement. Councilors will follow the same rules and procedures for reimbursement as those which apply to City employees, set forth in the policy manual. Councilor expenditures for other than routine reimbursable expenses (e.g., conference registration, travel, etc.) will require advance Council approval according to the purchasing rules which apply City wide.

A. The Councilor who will be traveling should make his or her own reservations for travel and lodging. The City will issue the appropriate purchase order/ expenditure upon request and approval by the City Manager.

B. The City does not reimburse Councilors for expenses incurred by their spouses. (Oregon Government Standards and Practices Commission Advisory Opinion 93A-1007)

Filling Vacancies on the Council. Upon declaring a vacancy on the City Council, the Council will fill the vacancy under provisions of the City Charter. When the balance of the term of a vacant Council position is less than one year or until an election is held, the Council will make an appointment to the seat. The vacancy will be advertised and applications will be completed. After the filing deadline has passed the Council will conduct public interviews of all applicants. The Council will make a decision to fill the vacancy in a public meeting.

Filling Vacancies on Boards, Commissions and Committees. When a vacancy occurs on any standing commission, board or committee the City Manager shall cause applications to be filed by all interested candidates.. The Council will interview applicants for the Planning Commission and Budget Committee. The Mayor will make a nomination for each vacancy for approval by the Council. The Mayor may open the process of selection by taking nominations from the Council; then make an appointment for approval by the Council.

Flags, Signs and Posters. No flags, posters, placards or signs, unless authorized by the Mayor, may be carried or placed within the Council chambers in which the Council is official meeting. This restriction shall not apply to arm bands, emblems, badges or other articles worn on personal clothing or individuals, provided that such devices do not interfere with the vision or hearing of other persons at the meeting or pose a safety hazard.

Gifts. On occasion, and within the approved budget, the Council may wish to purchase a gift or memento for someone with City funds. Expenditures of this type should receive prior approval from the Mayor.

Government Standards and Practices Commission Requirements and Reporting. Councilors shall review and observe the requirements of the State Ethics Law (ORS 244.010 to 244.390) dealing with use of public office for private financial gain.

A. Councilors shall give public notice of any conflict of interest or potential conflicts of interest and the notice will be reported in the meeting minutes. In addition to matters of financial interest, Councilors shall maintain the highest standards of ethical conduct and assure fair and equal treatment of all persons, claims, and transactions coming before the Council. This general obligation includes the duty to refrain from:

1. Disclosing confidential information or making use of special knowledge or information before it is made available to the general public.
2. Making decisions involving business associates, customers, clients, and competitors.
3. Repeated violations of Council Rules.
4. Promoting relatives, clients or employees for boards and commissions.
5. Requesting preferential treatment for themselves, relatives, associates, clients, coworkers or friends.
6. Seeking employment of relatives with the City.
7. Actions benefiting special interest groups at the expense of the City as a whole.
8. Expressing an opinion which is contrary to the official position of the Council without so stating.

B. In general, Councilors shall conduct themselves so as to bring credit upon the government of the City by respecting the rule of law, ensuring non-discriminatory delivery of public services, keeping informed concerning the matters coming before the Council and abiding by all decisions of the Council, whether or not the member voted on the prevailing side.

C. In accordance with ORS 244.195, it is the Councilor's responsibility to file annual statements of economic interest with the Government Standards and Practices Commission. Each year, on or around April first, Councilors will be sent a Statement of Economic Interest form from the Government Standards and Practices Commission. Councilors should complete the form and return it directly to the Commission. It is important to complete the form in a timely manner; failure to do so may result in the imposition of a civil penalty and/or removal from office. Councilors are also responsible for filing a Supplemental Statement of Economic Interest with the Government Standards and Practices Commission within 30 days of leaving office.

Legal Advice. Requests to the City Attorney for advice requiring legal research shall not be made by a Councilor except with the concurrence of the Council. Before requesting research or other action by the City Attorney, the Council is encouraged to consider consulting with the City Manager to ascertain whether the request or action can be accomplished more cost-effectively by alternate means. Outside a Council meeting, a Councilor should make requests of the City Attorney through the City Manager. Exceptions to this are issues related to the performance of the City Manager and unique and sensitive personnel, yet City business-related requests. The

City Attorney shall in either case provide any written response to the full Council and City Manager.

Liaison to Boards, Commissions and Committees. To facilitate the exchange of information between the Council and its advisory bodies and standing committees, the Mayor will, at least biennially, make liaison and membership appointments to City boards, commissions and committees. In order to respect the separation between policy making and advisory boards, commissions and committees, councilors assigned as a liaison to advisory boards and committees shall adhere to the following guidelines:

- A. Not attempting to lobby or influence boards, commissions and committees on any item under their consideration. It is important for the advisory body to make objective recommendations to the Council on items before them.
- B. Attending meetings of assigned liaison bodies, but should avoid becoming involved in the body's discussions without first explaining his or her role as a Council liaison.
- C. Not voting at the body's meeting on any item.

The agenda for the board, commission or committee will have an item for the Councilor to share information from the City Council and vice versa with the advisory body.

Councilors assigned as members of a board, commission, task force, or committee shall participate in the discussion and framing of recommendations to forward on to the full City Council. Councilors will represent the position of the advisory board, commission, task force, or committee when presenting recommendations to the City Council.

Interaction with Departments. Councilors shall respect the separation between policy making and administration by:

- A. Not influencing or coercing the City Manager or department head concerning personnel, purchasing, work priorities or operations.
- B. Addressing all inquiries and requests for information from staff to the City Manager or City Attorney and allowing sufficient time for response. All information given to one Councilor should be distributed to all Councilors.
- C. Limiting individual contacts with City officers and employees so as not to influence staff decisions or recommendations, to interfere with their work performance, to undermine the authority of supervisors or to prevent the full Council from having benefit of any information received.
- D. Not changing or interfering with the operating rules and practices of the City department.
- E. Working together with the staff as a team in a spirit of mutual confidence and support.

- Litigation.** Within 30 days of the City's receipt of:
- A. A statutory notice of intent to sue, or
 - B. A summons and complaint for damages.

The Council will either receive a written report, or will meet in executive session with the City Manager

Meeting Staffing. The City Manager will attend all Council meetings unless excused. The City Manager may make recommendations to the Council and shall have the right to take part in all Council discussions but shall have no vote. The City Attorney will attend the first Council meeting of the month unless excused, and will, upon request, give an opinion, either written or oral, on legal questions. The City Attorney, if requested, shall act as the Council's parliamentarian. The City Manager shall designate a staff or contract person as a meeting recorder who will attend all Council meetings and keep the official journal (minutes) and perform such other duties as may be needed for the orderly conduct of meetings. Department directors or other staff will attend Council meetings upon request of the City Manager.

Meeting Times. The Council shall meet regularly at 7:00 p.m. on the first and third Monday of each month in the Council Chambers. Such meetings may be preceded by a work session which shall be open to the public.

Minutes. Minutes shall be prepared with sufficient detail to meet their intended uses. Verbatim minutes are not required.

A. The minutes of meetings of the Council shall comply with provisions of ORS 192.650 by containing the following information at a minimum:

1. The name of Councilors and staff present.
2. All motions, proposals, resolutions, orders, ordinances and measures proposed and their disposition.
3. The result of any votes, including ayes and nays and the names of the Councilors who voted.
4. The substance of the discussion on any matter.
5. Reference to any document discussed at the meeting.

B. The Council may amend the minutes to more accurately reflect what transpired at a meeting. Upon receipt of the minutes in the Council agenda packet, the Council members should read and submit any changes, additions or corrections to the City Manager in order that a corrected copy can be issued prior to the meeting for approval. Under no circumstances shall the minutes be changed following approval by the Council, unless the Council authorizes such a change.

Motions. When a motion is made, it shall be clearly and concisely stated by its mover. Councilors are encouraged to exercise their ability to make motions and to do so prior to debate in order to focus discussion on an issue and speed the Council's proceedings. The Presiding Officer will state the name of the Councilor who made the motion and the name of the Councilor

who made the second. When the Council concurs or agrees to an item that does not require a formal motion, the Presiding Officer will summarize the agreement at the conclusion of discussion. The following rules shall apply to motions during proceedings of the Council:

- A. A motion may be withdrawn by the mover at any time without the consent of the Council.
- B. If a motion does not receive a second, it dies. Certain motions can proceed without a second, including nominations, withdrawal of motion and agenda order.
- C. A motion that receives a tie vote fails.
- D. A motion to table is not debatable unless made during a land-use hearing and precludes all amendments or debate of the issue under consideration. If the motion prevails, the matter may be taken from the table only by adding it to the agenda of the next regular meeting at which time discussion will continue. If an item is tabled, it cannot be reconsidered at the same meeting.
- E. A motion to postpone to a certain time is debatable and amendable, and may be reconsidered at the same meeting. The question being postponed must be considered at a later time at the same meeting or no later than the next meeting.
- F. A motion to postpone indefinitely is debatable and is not amendable and may be reconsidered at the same meeting only if it received an affirmative vote. The object of this motion is not to postpone, but to reject the question without risking a direct vote when the maker of this motion is in doubt as to the outcome of the question.
- G. A motion to call for the question shall close debate on the main motion. A second motion to call for the question is undebatable. Debate is reopened if the motion fails.
- H. A motion to amend can be made to a motion that is on the floor and has been seconded. An amendment is made by inserting or adding, striking out, striking out and inserting, or substituting.
- I. Motions that cannot be amended include motion to adjourn, agenda order, lay on the table, reconsideration, and take from the table.
- J. A motion to amend an amendment is not in order.
- K. Amendments are voted on first, then the main motion as amended.
- L. Council will discuss a motion only after the motion has been moved and seconded.
- M. The motion maker, Presiding Officer, or meeting recorder should repeat the motion prior to voting.
- N. A motion to continue or close a public hearing is debatable.

O. A point of order, after being addressed by the Presiding Officer, may be appealed to the body.

News Media. The Council recognizes the important role of the news media in informing the public about the decisions, activities and priorities of government. See also Executive Sessions. The terms “new media” “press” and “representative of the press” for the purpose of these rules are interchangeable and mean someone who:

- A. Represents an established channel of communication, such as a newspaper or magazine, radio or television station; and either
- B. Regularly reports on the activities of government or the governing body; or
- C. Regularly reports on the particular topic to be discussed by the governing body in executive session.

Order and Decorum. A law enforcement officer of the City may be Sergeant-at-Arms of the Council meetings. The Sergeant-at-Arms shall carry out all orders and instructions given by the Mayor for the purposes of maintaining order and decorum at the Council meeting. If the Sergeant-at-Arms determines that the actions of any person who violates the order

and decorum of the meeting constitutes a violation of any provision of the Sandy Municipal Code, the Sergeant-at-Arms may place such person under arrest and cause such person to be prosecuted under the provisions of the Municipal Code, or take other appropriate action as outlined in the Sandy Official Police Manual Revised.

A. Any of the following shall be sufficient cause for the Sergeant-at-Arms to, at the direction of the Mayor, or by a majority of the Council present, remove any person from the Council chamber for the duration of the meeting:

1. Use of unreasonably loud or disruptive language.
2. Making of loud or disruptive noise, including applause.
3. Engaging in violent or distracting action.
4. Willful injury of furnishings or of the interior of the Council chambers.
5. Refusal to obey the rules of conduct provided herein, including the limitations on occupancy and seating capacity.
6. Refusal to obey an order of the Mayor or an order issued by a Councilor which has been approved by a majority of the Council present.

B. Before the Sergeant-at-Arms is directed to remove any person from a Council meeting for conduct described in this section, that person shall be given a warning by the Mayor to cease his or her conduct. If a meeting is disrupted by members of the audience, the Mayor or a

majority of the Council present may declare a recess and/or order that the Council chamber be cleared.

Order of Business. The order of business at a regular Council meeting may be as follows:

- A. Call to Order
- B. Public Comments.
- C. Proclamations and Recognitions from Council.
- D. Business Meeting.
 - 1. Public Hearings
 - 2. Ordinances and Resolutions
 - 3. Council Policy Issues
 - 4. Other Business
 - 5. Consent Agenda
- E. Report from the City Manager.
- F. Business from the Council.

Ordinance Reading and Adoption. All ordinances and resolutions shall be prepared under the supervision of the City Manager and reviewed as to form by the City Attorney. Ordinances and resolutions may be introduced by a member of the Council, the City Manager, the City Attorney or any department head.

A. Unless the motion for adoption provides otherwise, resolutions shall be adopted by reference to the title only and effective upon adoption.

B. The Council may adopt an ordinance in any of the following circumstances:

1. Before being considered for adoption, the ordinance has been read in full at two separate Council meetings;

2. At a single meeting, without objection and by unanimous vote of the whole Council, after being read once in full and once by title only;

3. At a single meeting, if copies are provided to each Councilor and three copies are available for public inspection one week before the first reading.

C. Ordinances shall be effective on the thirtieth (30th) day following the date of adoption, unless the ordinance provides that it will become effective at a later time. An emergency ordinance which includes a provision that the ordinance is necessary for immediate preservation of the public peace, property, health, safety or morals may provide that it will become effective upon adoption.

D. Councilors can call for a roll-call vote on any ordinance or resolution, otherwise they may be adopted by the provisions outlined in the city charter.

Planning Commission Testimony. The Planning Commission was established in compliance with state statute to make recommendations to the City Council on general land use issues and to

act as a hearing body for the City. In an effort to maintain the impartiality of the Planning Commission, especially in cases where issues can be remanded by the City Council back to the Planning Commission for review, the following rules are established. For legislative land use matters before the Council, Commissioners may testify as a Commissioner, as a Commissioner representative if so designated by the Commissioner, or as a citizen. For quasi-judicial hearings or petitions for review before the Council, Commission members, who have participated in the proceeding Commission decision, may not testify before the Council on the respective matter.

Presiding Officer. The Mayor shall be the Presiding Officer and conduct all meetings, preserve order, enforce the rules of the Council and determine the order and length of discussion on any matter before the Council, subject to these rules. The Council President shall preside in the absence of the Mayor. The Presiding Officer shall not be deprived of any of the rights and privileges of a Councilor. In case of the absence of the Mayor and the Council President, the City Manager shall call the meeting to order and the Council shall elect a chairperson for the meeting by majority vote.

Public Members Addressing the Council.

A. When called by the Presiding Officer, those wishing to address the Council shall come to the designated area and state their name and address in an audible tone. They shall limit their remarks to five minutes unless the Council decides prior to a particular agenda item to allocate more or less time. They shall address all remarks to the Council as a body and not to any member thereof.

B. No person, other than the Council and the person having the floor, shall be permitted to enter into any discussion, either directly or through a member of the Council, without the permission of the Mayor. Questions from the public shall be asked of a Councilor or staff through the Mayor. No public member will be allowed to speak more than once on a particular agenda item.

C. Any person making personal, offensive, or slanderous remarks, or who become boisterous, threatening, or personally abusive while addressing the Council may be requested to leave the meeting. The Mayor has the authority to preserve order at all meetings of the Council, to cause the removal of any person from any meeting for disorderly conduct, and to enforce the rules of the Council. The Mayor may request the assistance of Sergeant-at-Arms to restore order at any meeting.

Public Hearings.

A. Legislative Hearings:

1. The Mayor shall announce prior to each public hearing the nature of the matter to be heard as it is set forth on the agenda.

2. Discussion of conflict of interest of the Sandy City Council and Councilors.

3. The Mayor will then declare the hearing to be open and invite members of the audience to be heard in the following order:

- a. Staff introduction of topic.
 - b. Correspondence.
 - c. Persons wishing to speak on the matter.
4. The Mayor will call for the staff report.
 5. Close the public hearing.
 6. Council deliberation and vote.

B. Quasi-Judicial Hearing: Conduct of quasi-judicial hearings shall conform to the requirements of ORS 197.763 and the Sandy Development Code including, but not limited to the following:

1. The Mayor shall announce prior to opening the hearing the nature of the matter to be heard as it is set forth on the agenda and the procedure to be followed for the hearing.
2. The Mayor shall give notice that failure to address a criterion or raise any other issue with sufficient specificity precludes an appeal to the Land Use Board of Appeals on that criterion or issue.
3. Discussion of jurisdiction and impartiality of the Sandy City Council and Councilors.
4. Staff introduction of appeal.
5. Correspondence.
6. Appellant's presentation.
7. Other testimony in support of the appeal.
8. Applicant's testimony, if appropriate.
9. Opponent's testimony.
10. Neutral testimony.
11. Staff report and recommendation.
12. Appellant's rebuttal testimony.
13. Applicant's rebuttal testimony.
14. Upon demonstration of new evidence presented during applicant's rebuttal, any participant may petition the presiding officer for an opportunity to present sur rebuttal.

15. Questions from the Council to staff.
16. Closure of public hearing, no further information from the audience.
17. Discussion by Council and decision.

18. Council has the discretion to adopt findings or direct the staff or prevailing party to submit proposed findings for Council consideration and adoption at a future meeting. If adoption of findings is postponed to allow staff or prevailing party to submit findings, Council will allow written comments on the findings only by both proponents and opponents prior to adoption.

C. If there are objections to the jurisdiction of the City Council to hear a matter, the Mayor shall terminate the hearing if the inquiry results in substantial evidence that the Council lacks jurisdiction or the procedural requirements of any code or ordinance provision were not met.

Public Records. The disposition of public records created or received by Councilors shall be accordance with Oregon Public Records Law. Written information incidental to the official duties of a member of the City Council, including electronic mail messages, notes, memos and calendars (e.g., “Daytimers”) are public records and are subject to disclosure under the Public Records Law.

Questioning of Staff by Council Members. Every Council member desiring to question the staff during a Council meeting shall address the questions to the City Manager, who shall be entitled to either answer the inquiry or designate a staff member to do so.

Quorum. The quorum requirement for the conduct of Council business is four Council members.

Reconsideration of Actions Taken. A member who voted with the majority may move for a reconsideration of an action at the same or the next regular meeting. The second of a motion may be a member of the minority. Once a matter has been reconsidered, no motion for further reconsideration shall be made without unanimous consent of the Council.

Representing the City. When a member of the City Council represents the City before another governmental agency, before a community organization or media, the official should first indicate the majority position of the Council. Personal opinions and comments may be expressed only if the Councilor clarifies that those statements do not represent the position of the Council.

A. The effectiveness of City lobbying in Salem or in Washington, D.C. depends on the clarity of the City’s voice. When Councilors represent the City in a “lobbying” situation, it is appropriate that the Councilors avoid expressions of personal dissent from an adopted Council policy.

B. When Councilors attend meetings of organizations such as the League of Oregon Cities or the National League of Cities and their boards and committees, they do so as individual elected officials and are free to express their individual views. If the City Council has an adopted policy relating to an issue under discussion, the Councilor is expected to report that fact.

Speaking by Council Members. Any Councilor desiring to be heard shall be recognized by the Mayor, but shall confine his or her remarks to the subject under consideration or to be considered. Councilors will be direct and candid. Councilors will speak one at a time, allowing one another to finish.

Special Meetings. The Mayor, or in the Mayor's absence, the President of the Council, may, or, at the request of two members of the Council, shall call a special meeting for the Council.

A. Written notice of a special meeting shall be given each member of the Council at least 24 hours in advance of the meeting. The notice shall be served on each member personally or electronically, or if the Councilor is not found, left at his or her place of residence. All notice requirements of ORS 192.640 shall be satisfied before any special meeting can be conducted.

B. Special meetings of the Council may also be held at any time by common consent of all members of the Council subject to notice requirements being met. Councilors shall keep the City Manager informed of their current telephone numbers.

Suspension of Rules. These rules may be suspended at any time upon majority vote of a quorum of the Council.

Televising of Council Meetings. Acknowledging that the citizenry of Sandy is generally a sophisticated and interested viewing audience, regular business meetings of the Council will be covered gavel-to-gavel live on the City's government access cable channel. Videotapes will not be kept.

A. To enhance viewer interest and understanding of the subject matter, televised meetings of the Council shall, whenever practical, employ the highest technical quality and techniques, such as multiple camera angles and informational captioning.

B. It is intended that Council meetings be televised in an unbiased, even-handed manner, using camera shots that are appropriate for individual Councilors, witnesses and audience members and are relevant to the discussion.

C. Video and audio shall be deleted only for the purpose of conforming with applicable laws governing public broadcasts. Editing for the above purpose and for the insertion of informational titles and graphics will be allowed. Portions of videotaped Council meetings may be used in other news and informational broadcasts provided they are not portrayed out of context.

D. Regular business meetings of the Council shall be televised live and simultaneously videotaped for subsequent replay on the government access channel. Meetings shall be televised and taped in accordance with policies and procedures approved by the City Manager, including the camera operator's guide.

Voting. Every Councilor, when a question is taken, shall vote unless a majority of the Council present, for special reason, shall excuse said person.

A. No Councilor shall be permitted to vote on any subject in which he or she has a conflict of interest.

B. The concurrence of majority of the Council members present at a Council meeting shall be necessary to decide any question before the Council. The meeting recorder shall call the roll, and the order of voting shall be rotated on each question in order that each Councilor has an equal opportunity vote first and last. In the event of a tie vote, the matter before the Council shall be a NO vote.

Work Sessions. Work sessions of the City Council shall be held in accordance with the Oregon Public Meetings Law (ORS 192.6-710). Whenever circumstances require such a session, it shall be called by either the Mayor, City Manager, or two Councilors.