



CITY COUNCIL AGENDA

August 01, 2022 at 7:00 PM

Wilsonville City Hall & Remote Video Conferencing

PARTICIPANTS MAY ATTEND THE MEETING AT:

CITY HALL, 29799 SW TOWN CENTER LOOP EAST, WILSONVILLE, OREGON

YOUTUBE: <HTTPS://YOUTUBE.COM/C/CITYOFWILSONVILLEOR>

ZOOM: <HTTPS://US02WEB.ZOOM.US/J/81536056468>

TO PARTICIPATE REMOTELY OR PROVIDE PUBLIC COMMENT:

Register with the City Recorder:

CityRecorder@ci.wilsonville.or.us or 503-570-1506

Individuals may submit comments online at: <https://www.ci.wilsonville.or.us/SpeakerCard>,
via email to the address above, or may mail written comments to:

City Recorder - Wilsonville City Hall

29799 SW Town Center Loop East, Wilsonville, OR 97070

CITY COUNCIL MISSION STATEMENT

To protect and enhance Wilsonville's livability by providing quality service to ensure a safe, attractive, economically vital community while preserving our natural environment and heritage.

REVIEW OF AGENDA AND ITEMS ON CONSENT [5:00 PM]

COUNCILORS' CONCERNS [5:05 PM]

PRE-COUNCIL WORK SESSION [5:10 PM]

- A. Public Works Complex Construction Contract (*Kerber/Montalvo*) [25 min.]
- B. [Wastewater Treatment Plant Master Plan \(*Nacrelli*\) \[25 min.\]](#)
- C. [2023 LOC Legislative Priorities Ballot \(*Ottenad*\) \[25 min.\]](#)

ADJOURN [6:25 PM]

CITY COUNCIL MEETING

The following is a summary of the legislative and other matters to come before the Wilsonville City Council a regular session to be held, August 1, 2022 at City Hall. Legislative matters must have been filed in the office of the City Recorder by 10:00 a.m. on July 19, 2022. Remonstrances and other documents pertaining to any matters listed in said summary filed at or prior to the time of the meeting may be considered there with except where a time limit for filing has been fixed.

CALL TO ORDER [7:00 PM]

1. Roll Call
2. Pledge of Allegiance
3. Motion to approve the following order of the agenda.

MAYOR'S BUSINESS [7:05 PM]

4. [Upcoming Meetings](#)

COMMUNICATIONS [7:15 PM]

5. Tourism Promotion Committee Marketing (*Mombert*)

CITIZEN INPUT AND COMMUNITY ANNOUNCEMENTS [7:30 PM]

This is an opportunity for visitors to address the City Council on items not on the agenda. It is also the time to address items that are on the agenda but not scheduled for a public hearing. Staff and the City Council will make every effort to respond to questions raised during citizen input before tonight's meeting ends or as quickly as possible thereafter. Please limit your comments to three minutes.

COUNCILOR COMMENTS, LIAISON REPORTS AND MEETING ANNOUNCEMENTS [7:40 PM]

6. Council President Akervall
7. Councilor Lehan
8. Councilor West
9. Councilor Linville

CONSENT AGENDA [8:00 PM]

10. [Resolution No. 2988](#)

[Authorizing the City Manager to execute a construction contract with Emerick Construction Company for construction of the Public Works Complex Project \(Capital Improvement Project #8113\). \(Kerber\)](#)

11. [Resolution No. 2991](#)

[A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute The Second Amendment To Construction Contract With Moore Excavation, Inc. For The 5th Street / Kinsman Road Extension Project. \(Weigel\)](#)

12. [Minutes of the July 18, 2022 City Council Meeting. \(Veliz\)](#)

NEW BUSINESS [8:05 PM]

CONTINUING BUSINESS [8:05 PM]

PUBLIC HEARING [8:05 PM]

13. [Ordinance No. 865 – 1st Reading \(Quasi-Judicial Hearing\)](#)

[An Ordinance Of The City Of Wilsonville Approving A Zone Map Amendment From The Future Development Agricultural – Holding \(FDA-H\) Zone To The Planned Development Industrial \(PDI\) Zone On Approximately 0.55 Acre Located At 28505 SW Boones Ferry Road; The Land Is More Particularly Described As Tax Lot 800, Section 14A, Township 3 South, Range 1 West, Willamette Meridian, Clackamas County, Oregon. Davidsons Boones Ferry Industrial LLC, Owner/Applicant. \(Luxhoj\)](#)

CITY MANAGER’S BUSINESS [8:20 PM]

LEGAL BUSINESS [8:25 PM]

ADJOURN [8:30 PM]

[INFORMATIONAL ITEMS – No Council Action Necessary](#)

**AN URBAN RENEWAL AGENCY MEETING WILL
IMMEDIATELY FOLLOW THE CITY COUNCIL MEETING**

**AN EXECUTIVE SESSION WILL
IMMEDIATELY FOLLOW THE URBAN RENEWAL MEETING**

EXECUTIVE SESSION

ORS 192.660(2)(h) Legal Counsel/Litigation

Time frames for agenda items are not time certain (i.e. agenda items may be considered earlier than indicated). The City will endeavor to provide the following services, without cost, if requested at least 48 hours prior to the meeting by contacting the City Recorder at 503-570-1506 or CityRecorder@ci.wilsonville.or.us: assistive listening devices (ALD), sign language interpreter, and/or bilingual interpreter. Those who need accessibility assistance can contact the City by phone through the Federal Information Relay Service at 1-800-877-8339 for TTY/Voice communication.

Habr  interpretes disponibles para aqu llas personas que no hablan Ingl s, previo acuerdo. Comun quese al 503-570-1506.



**CITY COUNCIL MEETING
STAFF REPORT**

Meeting Date: August 1, 2022		Subject: Wastewater Treatment Plant Master Plan	
		Staff Member: Mike Nacrelli, Senior Civil Engineer	
		Department: Community Development	
Action Required		Advisory Board/Commission Recommendation	
<input type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable	
		Comments: N/A	
Staff Recommendation: Provide input on components of the Wastewater Treatment Plant (WWTP) Master Plan.			
Recommended Language for Motion: N/A			
Project / Issue Relates To:			
<input checked="" type="checkbox"/> Council Goals/Priorities: Align infrastructure plans with sustainable financing resources.	<input type="checkbox"/> Adopted Master Plan(s):	<input type="checkbox"/> Not Applicable	

ISSUE BEFORE COUNCIL:

Provide feedback and input on components of the Wastewater Treatment Plant (WWTP) Master Plan.

EXECUTIVE SUMMARY:

This new City of Wilsonville (City) Wastewater Treatment Plant (WWTP) Master Plan (the Plan) has been developed to satisfy requirements associated with the State of Oregon Department of Environmental Quality (DEQ) guidance document entitled “Preparing Wastewater Planning Documents and Environmental Reports for Public Utilities.” To accommodate future flows and loads, projections were developed based on population projections and referencing WWTP historical data and DEQ wet weather project methodologies. Similarly, to accommodate future water quality regulations, the Plan is adaptive and considers potential future regulatory changes.

The City prepared the Plan with the goal of developing a capital plan that identifies improvements required through the planning period (today through 2045) to comply with requirements of the WWTP National Pollutant Discharge Elimination System (NPDES) permit and potential future regulatory requirements, while accommodating growth identified in the City of Wilsonville Comprehensive Plan (October 2018, updated June 2020). These improvements are designed to provide the best value to the City’s ratepayers by maximizing the use of existing infrastructure and improving system operation while continuing to protect water quality and human health and supporting economic development, consistent with goals and policies contained in the Comprehensive Plan and 2021-2023 City Council Goals.

The City’s WWTP was originally built in 1971 and discharges treated effluent to the Willamette River. The WWTP underwent major upgrades in 2014 to expand the average dry weather capacity to four million gallons per day (mgd) to accommodate the City’s continued growth. The WWTP processes include headworks screening and grit removal facilities, aeration basins, stabilization basins, secondary clarifiers, biosolids processing, cloth filtration, and disinfection processes. Additionally, the City contracts with Jacobs for operation of the wastewater treatment plant, located at 9275 Southwest Tauchman Road.

This Plan identifies improvements taking into consideration:

- The age and condition of existing process equipment and structures,
- Growth in demand for sewer service due to increased population and economic development over the planning period,
- Potential changes to water quality regulations impacting process needs in order to meet effluent limitations and discharge prohibitions imposed by the Oregon Department of Environmental Quality (DEQ), and
- Consistency with the 2018 Comprehensive Plan and City Council 2021-2023 Goals 5, 6 and 7.

WWTP Condition Assessment

Carollo reviewed prior condition assessments performed by others, conducted geotechnical investigations and performed seismic assessments at the WWTP in the course of Plan development.

In 2019, Jacobs Engineering Group Inc. (Jacobs) and Brown and Caldwell both completed condition assessments at the City's WWTP. A total of 322 major assets (per Jacobs' report), including process and mechanical equipment, motors and drives, control panels, generators, instrumentation, and structures, were examined for a variety of conditions that may signify their need for maintenance or replacement.

Seismic Analysis

In 2021, Carollo performed a seismic evaluation and analysis of the City's WWTP as part of the overall plant condition assessment. Because the WWTP was substantially upgraded and expanded in 2014, most of its infrastructure is designed in accordance with the 2010 Oregon Structural Specialty Code (OSSC) and follows modern seismic design and detailing. During Tier 1 evaluations, Carollo identified potential deficiencies and areas for additional investigation. A Tier 1 seismic analysis is an initial evaluation performed to identify any potential deficiencies, whether structural or non-structural, in a building based on the performance of other similar buildings in past earthquakes. Subsequent to the Tier 1 analysis, a more detailed seismic evaluation of five older and potentially seismically vulnerable structures on the WWTP site was conducted. Those structures receiving a more detailed evaluation included the following:

- Operations Building
- Process Gallery
- Workshop
- Aeration Basins and Stabilization Basins
- Sludge Storage Basins and Biofilter

The five potentially vulnerable structures were for an M9.0 Cascadia Seismic Zone (CSZ) earthquake. The M9.0 CSZ is reflective of a catastrophic natural disaster event that has an estimated 35 percent likelihood of occurring within the next 50 years. Following the Tier 1 evaluation, Carollo began Tier 2 evaluations for a select number of identified deficiencies. Although none of the structures showed significant irregularities, the team did identify seismic deficiencies. The recommended seismic retrofits are included in the CIP for the Plan.

Prior to the 2021 seismic evaluation, Carollo's subconsultant, Northwest Geotech, Inc. (NGI), completed a seismic response and geologic hazards assessment of the City's WWTP. Through past and present site investigations and engineering analyses, NGI determined that the native soils beneath the site's granular pit backfill have low risk of liquefaction and its slopes do not pose undue risk. NGI concluded that the WWTP's primary site hazard is the differential settlement that may be caused by soil piping (development of subsurface air-filled voids), which raises the risk of sinkholes forming beneath structures and pipelines. Soil piping usually develops in unsaturated soils when a water source percolates into the ground. While the site is mostly paved and stormwater is being collected, there may be areas where infiltration is occurring next to structures or below pipelines. Recommended actions from NGI to mitigate the risk of soil piping are presented in the Plan.

Wastewater Flow and Load Projections

The Plan evaluates the historical and projected wastewater flows and loads generated in the City of Wilsonville's service area. The load projections include total suspended solids (TSS), biochemical oxygen demand (BOD5), ammonia (NH3), and total phosphorous (TP) loads.

Service area, residential population, industrial contribution, and rainfall records were all considered in the flow and load projection analyses.

Capacity Analysis

Summaries of plant process area capacity assessments and conclusions are presented in the Plan. These assessments focus on the need for improvements or upgrades to existing facilities to address capacity deficiencies identified in the course of Master Plan evaluations.

Regulatory Considerations and Strategy

Several possible regulatory actions by the Oregon DEQ could drive investments in future improvements at the City's WWTP. The plant discharges to the Willamette River and existing and future effluent limitations contained in the NPDES permit dictate, in large part, the necessary treatment processes and configuration at the WWTP necessary to maintain compliance. The existing permit limits for the Wilsonville WWTP are effective September 1, 2020 through July 30, 2025.

Alternative Development and Evaluation

The Plan presents the methodology and findings of a process improvements alternatives evaluation. The plant's treatment process needs were defined by comparing the plant's existing condition, capacity and reliability, with the projected flows, loads, and regulatory constraints for the recommended alternatives. Where capacity deficiencies were predicted, at least two alternatives were analyzed for each corresponding unit process.

EXPECTED RESULTS:

The Plan includes a list of recommended capital improvements, along with an anticipated schedule for completion and preliminary cost estimates. The total estimated amount of capital investment over the planning period is approximately \$31 million, of which \$4.5 million is anticipated in the next 5 years. The recommended capital improvements will provide the basis for an analysis of sewer rates and system development charges (SDCs) that will be necessary to ensure adequate funding to implement to required upgrades.

TIMELINE:

This is the second in a series of presentations to the Planning Commission and City Council. Completed and subsequent planned meetings are as follows:

- Planning Commission Work Session - July 13 (completed)
- City Council Work Session - August 1 (current)
- Planning Commission Public Hearing - September 14
- City Council Public Hearing 1st Reading - October 3
- City Council 2nd Reading - October 17

CURRENT YEAR BUDGET IMPACTS:

The remaining contract balance for finalizing the Plan will carry over into FY 22/23. An additional \$92,450 has been budgeted in FY 22/23 for the Sewer System Rate Study and System Development Charge (SDC) Update, using a combination of Sewer Operating funds and SDCs.

COMMUNITY INVOLVEMENT PROCESS:

A virtual town hall meeting to present the findings of the Plan and solicit public input will be scheduled in August and posted on the City's online calendar. The public hearings listed above will provide additional opportunity for public input. The forthcoming Sewer System Rate Study and SDC Update will also include a robust public engagement process.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

A technically and financially sound plan for providing reliable wastewater treatment, capacity to accommodate future development, and compliance with environmental regulations.

ALTERNATIVES:

The Plan includes alternatives for several of the recommended improvements. The selected alternatives were determined to be the most economically viable. Some of the more capital intensive alternatives can be revisited if necessary due to changing regulatory requirements.

CITY MANAGER COMMENT:

N/A

ATTACHMENT:

1. Draft Wastewater Treatment Plant Executive Summary (dated July 2022)



City of Wilsonville
Wastewater Treatment Plant Master Plan

EXECUTIVE SUMMARY

DRAFT | July 2022





City of Wilsonville
Wastewater Treatment Plant Master Plan

EXECUTIVE SUMMARY

DRAFT | July 2022

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Abbreviations

AA	average annual
AAF	average annual flow
ABF	average base flow
ADWF	average dry-weather flow
AWWF	average wet weather flow
BCR	biochemical reactor
BOD ₅	biochemical oxygen demand
Carollo	Carollo Engineers, Inc.
CIP	Capital Improvement Plan
City	the City of Wilsonville
CBOD ₅	five-day carbonaceous biochemical oxygen demand
CSZ	Cascadia Seismic Zone
DBO	Design-Build-Operate
DEQ	Department of Environmental Quality
DMR	Discharge Monitoring Reports
ETL	excess thermal load
gpd/sf	gallons per day per square foot
HMI	human-machine interface
Jacobs	Jacobs Engineering Group Inc.
kcal/day	kilocalories per day
lbs	pounds
MBR	membrane bioreactor
mg/L	milligrams per liter
mgd	million gallons per day
MGI	Northwest Geotech, Inc.
ml	milliliter
MLSS	mixed liquor suspended solids
MM	maximum month
MMDWF	maximum month dry weather flow
MMWWF	maximum month wet weather flow
MW	maximum week
MWDWF	maximum month dry weather flow
MWWWF	maximum week wet weather flow
NH ₃	ammonia
No.	number
NPDES	National Pollutant Discharge Elimination System
OSSC	Oregon Structural Specialty Code

PD	peak day
PDDWF	peak day dry weather flow
PDWWF	peak day wet weather flow
PHF	peak hour flow
ppd	pounds per day
PSU PRC	Portland State University Population Research Center
R/C	residential/commercial
SPA	State Point Analysis
SRT	solids residence time
the Plan	Master Plan
TMDL	total maximum daily loads
TP	total phosphorous
TS	total solids
TSS	total suspended solids
TWAS	thickened waste activated sludge
UGB	urban growth boundary
UV	ultraviolet
WWTP	wastewater treatment plant

EXECUTIVE SUMMARY

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This Plan identifies improvements taking into consideration:

- The age and condition of existing process equipment and structures,
- Growth in demand for sewer service due to increased population and economic development over the planning period,
- Potential changes to water quality regulations impacting process needs in order to meet effluent limitations and discharge prohibitions imposed by the Oregon Department of Environmental Quality (DEQ),
- City of Wilsonville Wastewater Collection System Master Plan (2014, MSA), and

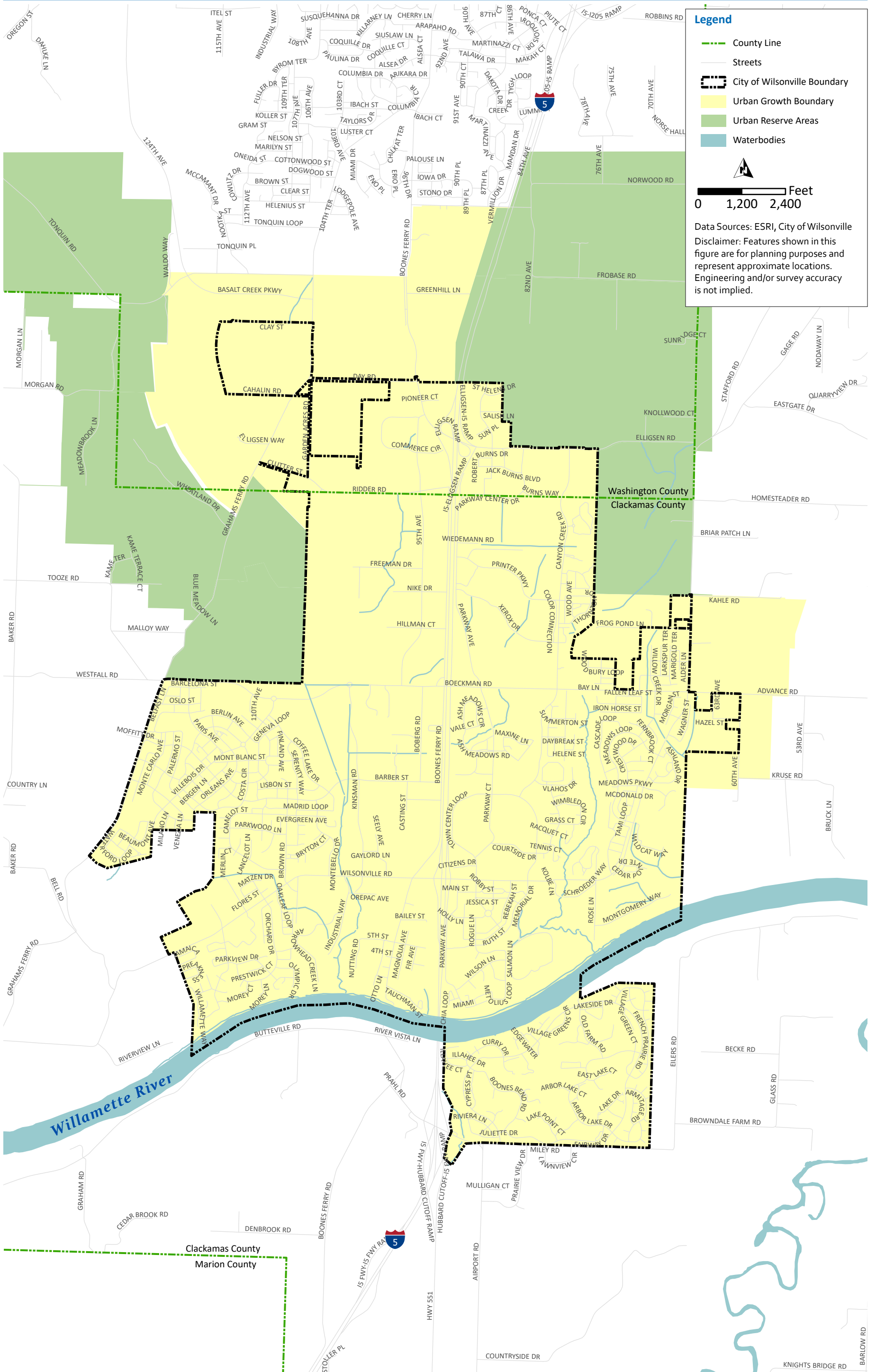
- Consistency with the 2018 Comprehensive Plan and City Council 2021-2023 Goals 5, 6 and 7:
 - Goal 5: Align infrastructure plans with sustainable financing sources.
 - Goal 6: Engage the community to support emergency preparedness and resiliency.
 - Goal 7: Protect Wilsonville's environment and increase access to sustainable lifestyle choices.

ES.1 Planning Area Characteristics

Chapter 1 summarizes the City's wastewater service area characteristics relevant to assessing WWTP facility needs. The planning area considered by this Plan is consistent with the City's 2014 Collection System Master Plan and 2018 Comprehensive Plan including the urban growth boundary (UGB), which is currently the limit of City sewer service as shown in Figure ES 1.

The northern portion of the City of Wilsonville is located within Washington County, and the majority of the City lies in the southwestern part of Clackamas County.

The City sits within the jurisdictional boundaries of Metro, the regional government for the Portland metropolitan area. By state law, Metro is responsible for establishing the Portland metropolitan area's UGB, which includes Wilsonville. Land uses and densities inside the UGB require urban services such as police and fire protection, roads, schools, and water and sewer systems. A figure of the City's existing land use is presented in Chapter 1. Also presented in Chapter 1 are the City's physical characteristics, water resources, and population and employment information, which are all significant factors in planning for wastewater conveyance and treatment facilities.



Legend

- County Line
- Streets
- City of Wilsonville Boundary
- Urban Growth Boundary
- Urban Reserve Areas
- Waterbodies

0 1,200 2,400 Feet

Data Sources: ESRI, City of Wilsonville
 Disclaimer: Features shown in this figure are for planning purposes and represent approximate locations. Engineering and/or survey accuracy is not implied.

The Portland State University Population Research Center (PSU PRC) publishes annual estimates of populations for the previous year for cities in Oregon while Metro develops population projections for the future within the Portland metropolitan area, including Wilsonville. The PSU PRC estimated the City’s population as 27,186 in 2021. Metro estimates the City’s population to reach 30,566 people by 2045.

For establishing a per capita basis for flow and load projections for the Plan, certified PSU PRC historical population estimates were used for 2015 through 2019. Metro’s future population forecasts were used for 2020 through 2045. Figure ES.2 shows the historical population and future growth predicted for the City. Figure ES.2 also identifies growth projections developed to allow the City to assess capital requirements possibly resulting from more aggressive growth than projected by Metro. Analysis of possible growth scenarios is described in greater detail in Chapter 4.

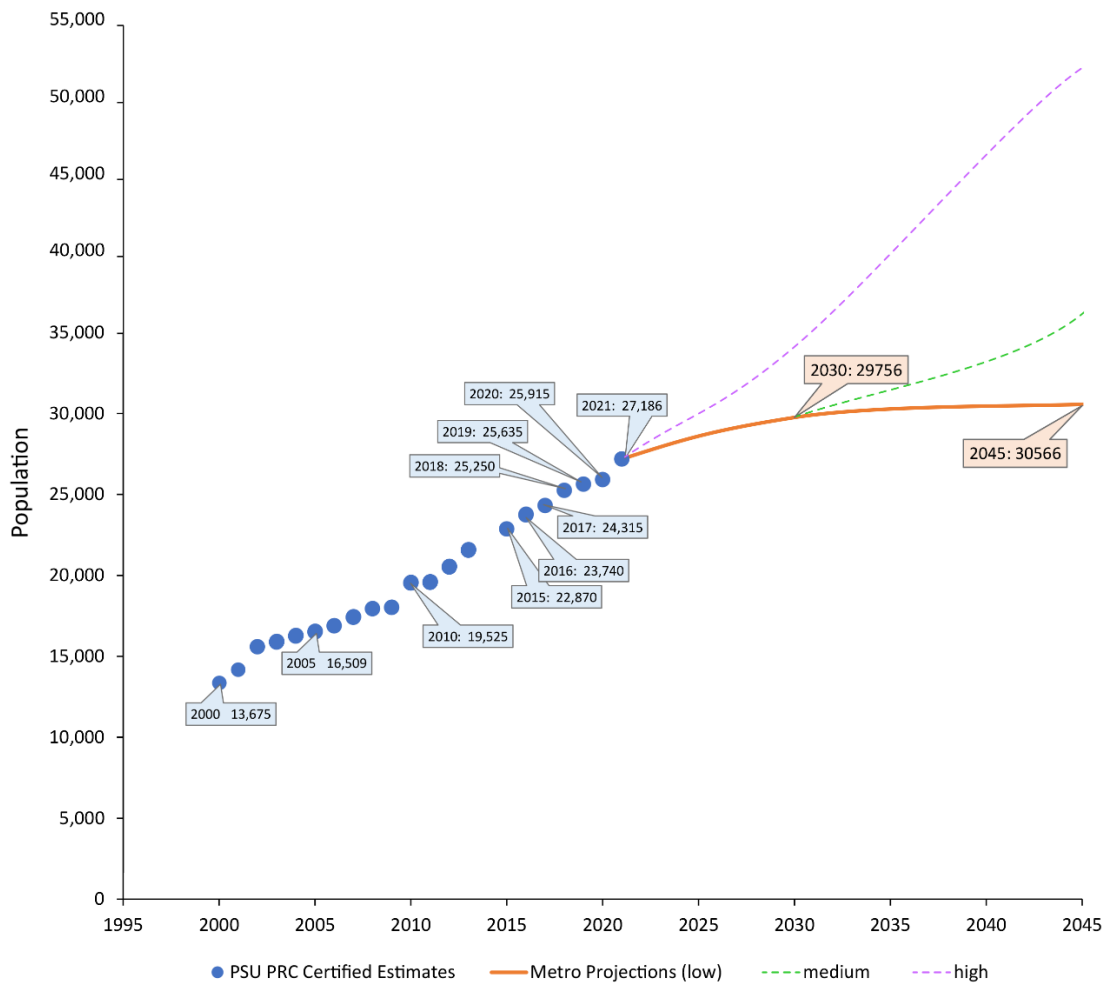


Figure ES.2 Historical Population and Expected Growth for the City of Wilsonville

ES.2 WWTP Condition Assessment

Carollo Engineers, Inc. (Carollo) reviewed prior condition assessments performed by others, conducted geotechnical investigations and performed seismic assessments at the WWTP in the course of Plan development.

In 2019, Jacobs Engineering Group Inc. (Jacobs) and Brown and Caldwell both completed condition assessments at the City's WWTP. A total of 322 major assets (per Jacobs' report), including process and mechanical equipment, motors and drives, control panels, generators, instrumentation, and structures, were examined for a variety of conditions that may signify their need for maintenance or replacement. Chapter 2 presents a summary of critical assets that require short term rehabilitation or replacement, as well as a list of assets that are less critical to operations, or have minor condition issues, but may be included in a short-term improvements project or a task order for Jacobs operations personnel. Table ES.1 displays the condition driven rehabilitation or replacement projects from Chapter 2 that were included in the recommended Capital Improvement Plan (CIP) in Chapter 7.

Table ES.1 CIP Condition Driven Replacement Projects

Asset	Description
Trojan UV 4000 System	While only used as a backup to the Ozonia UV system, the Trojan system's HMI has errors that prevent it from showing the status of the lamps in module 3. Since it is used infrequently, the system's condition is largely unknown. After review of the 2019 condition assessment reports and discussion with the City and Jacobs staff, it was concluded that the UV 4000 unit must be replaced.
Secondary Clarifiers No. 1 and No. 2	Ovivo completed a field review of the plant's secondary clarifiers No. 1 and No. 2 in April 2022. Although both units were operational, repairs were identified to improve the operation of the clarifiers. The recommended repairs include drive controls for both units, new skimmers for both units, squeegees for both tanks rake arms, EDI chains, one motor and reducer assembly, one skimmer arm assembly, and new secondary clarifier mechanisms. ⁽¹⁾

Notes:

(1) The detailed Ovivo Field Service Report is included in [Appendix X](#).

Abbreviations: HMI - human-machine interface; No. - number; UV - ultraviolet.

ES.3 Seismic Analysis

In 2021, Carollo performed a seismic evaluation and analysis of the City's WWTP as part of the overall plant condition assessment. Because the WWTP was substantially upgraded and expanded in 2014, most of its infrastructure is designed in accordance with the 2010 Oregon Structural Specialty Code (OSSC) and follows modern seismic design and detailing. During Tier 1 evaluations, Carollo identified potential deficiencies and areas for additional investigation. A Tier 1 seismic analysis is an initial evaluation performed to identify any potential deficiencies, whether structural or non-structural, in a building based on the performance of other similar buildings in past earthquakes. Subsequent to the Tier 1 analysis, a more detailed seismic

evaluation of five older and potentially seismically vulnerable structures on the WWTP site was conducted. Those structures receiving a more detailed evaluation included the following:

- Operations Building.
- Process Gallery.
- Workshop.
- Aeration Basins and Stabilization Basins.
- Sludge Storage Basins and Biofilter.

The five potentially vulnerable structures were compared against an S-4 Limited Safety structural performance level and N-B Position Retention non-structural performance level for an M9.0 Cascadia Seismic Zone (CSZ) earthquake. The M9.0 CSZ is reflective of a catastrophic natural disaster event that has an estimated 35 percent likelihood of occurring within the next 50 years. Following the Tier 1 evaluation, Carollo began Tier 2 evaluations for a select number of identified deficiencies. Although none of the structures showed significant irregularities, the team did identify seismic deficiencies. The recommended seismic retrofits are included in the CIP for this Plan.

Prior to the 2021 seismic evaluation, Carollo's subconsultant, Northwest Geotech, Inc. (NGI), completed a seismic response and geologic hazards assessment of the City's WWTP. Through past and present site investigations and engineering analyses, NGI determined that the native soils beneath the site's granular pit backfill have low risk of liquefaction and its slopes do not pose undue risk. NGI concluded that the WWTP's primary site hazard is the differential settlement that may be caused by soil piping (development of subsurface air-filled voids), which raises the risk of sinkholes forming beneath structures and pipelines. Soil piping usually develops in unsaturated soils when a water source percolates into the ground. While the site is mostly paved and stormwater is being collected, there may be areas where infiltration is occurring next to structures or below pipelines. Recommended actions from NGI to mitigate the risk of soil piping are presented in Chapter 2.

ES.4 Wastewater Flow and Load Projections

Chapter 3 of the Plan evaluates the historical and projected wastewater flows and loads generated in the City of Wilsonville's service area. The load projections include total suspended solids (TSS), biochemical oxygen demand (BOD₅), ammonia (NH₃), and total phosphorous (TP) loads.

Service area, residential population, industrial contribution, and rainfall records were all considered in the flow and load projection analyses. Facility planning involves estimating rates of growth in wastewater generation within the service area which are unlikely to align precisely with the actual growth observed. During the planning period, City staff will need to assess service area growth at regular intervals and revisit the analysis presented in this Plan. A determination will need to be made whether projected flows and loads (which drive assessments of unit process capacity) are aligned with calendar projections presented in this plan and consider if conclusions presented regarding capacity and timing of recommended improvements remain valid. If not, adjustments to the plan will need to be undertaken to ensure sufficient capacity remains available to serve anticipated growth.

Analysis of flow projections were completed through two different methods: (1) analysis of historical plant records and (2) DEQ Guidelines for Making Wet-Weather and Peak Flow Projections for Sewage Treatment in Western Oregon, which is referred to as the DEQ methodology in this Plan. Since there is no DEQ methodology for load analysis, all projections were developed based on historical plant records. Figure ES.3 summarizes the measured and projected maximum month, peak day and peak hour flows. The projections for the remaining flow elements can be found in Chapter 3.

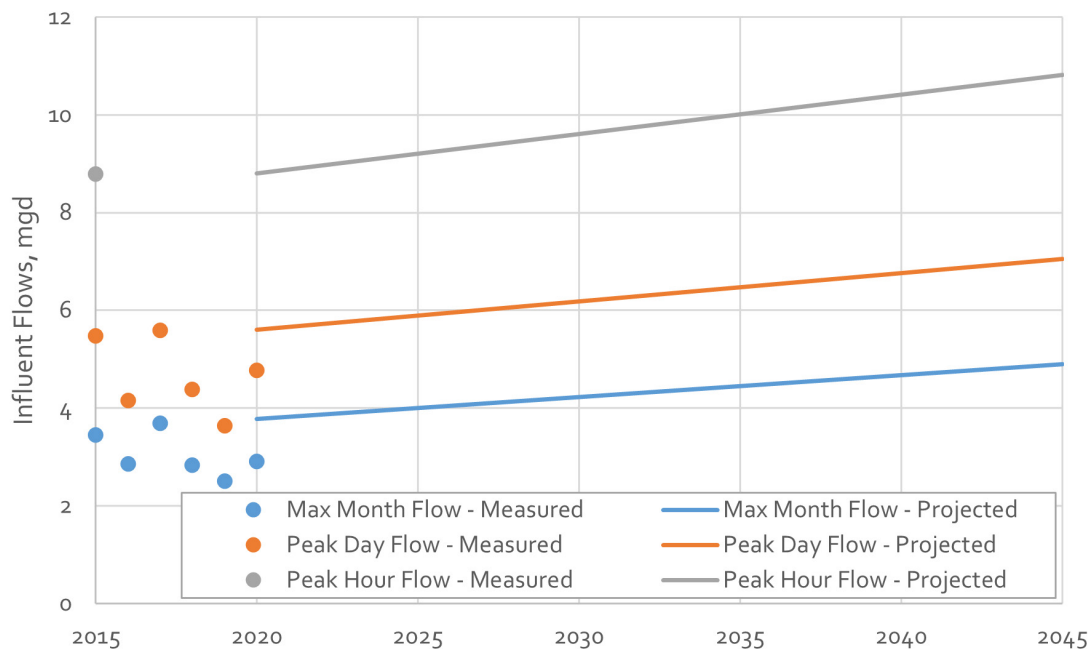


Figure ES.3 Flow Projection Summary

Load projections were calculated for influent TSS, BOD₅, NH₃, and TP. Figure ES.4 summarizes the measured and projected influent maximum month BOD and TSS loads. The projections for the remaining load elements can be found in Chapter 3.

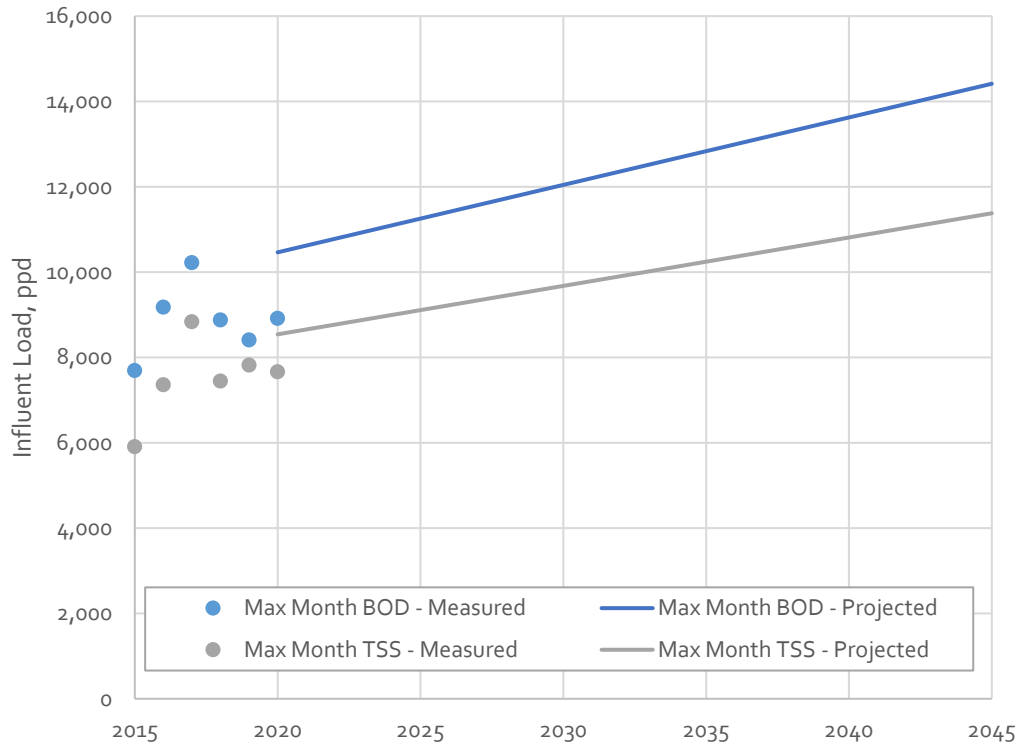


Figure ES.4 Load Projection Summary

The projected flows and loads developed in Chapter 3 were compared against the rated capacity for each of the WWTP’s unit processes to determine whether expansion would be required within the planning period. The findings of this capacity analysis are discussed in the next section.

ES.5 Capacity Analysis

Summaries of plant process area capacity assessments and conclusions are presented in this Plan. These assessments focus on the need for improvements or upgrades to existing facilities to address capacity deficiencies identified in the course of Master Plan evaluations. A site plan of the City’s existing WWTP is presented in Figure ES.5.

Chapter 4 identifies existing capacity ratings and deficiencies for the liquid and solids stream treatment processes at the City’s WWTP. Analyses are based on operational practices in place at the time and existing effluent limits established by the WWTP’s National Pollutant Discharge Elimination System (NPDES) permit. Biological process modeling was performed using BioWin version 6.2 to predict plant performance under current and future flow and loading conditions to assess when unit process capacities may be exceeded within the planning period (present through 2045).

A summary of the capacity assessment completed and presented in Chapter 4 is detailed below in Table ES.2.

LEGEND:

- 1 - DEWATERING & DRYING BUILDING
- 2 - PROCESS GALLERY
- 3 - SECONDARY CLARIFIER NO. 1
- 4 - SECONDARY CLARIFIER NO. 2
- 5 - UV DISINFECTION SYSTEM
- 6 - WORKSHOP
- 7 - SECONDARY PROCESS FACILITY
- 8 - STABILIZATION BASIN
- 9 - SLUDGE STORAGE BASINS AND BIOFILTERS
- 10 - HEADWORKS
- 11 - DISK FILTERS
- 12 - COOLING TOWERS
- 13 - W3 REUSE PUMP STATION
- 14 - OPERATIONS BUILDING
- 15 - SITE ENTRANCE



Figure ES.5
EXISTING WILSONVILLE WWTP
 CITY OF WILSONVILLE

0 30' 60' 120'
 SCALE: 1" = 60'

FILE NAME: 11962A00_FIGURE_SEED.DWG
 Plot Date: 6/28/2022 9:15:35 AM
 LAST SAVED BY: bhawes

Table ES.2 Unit Process Capacity Assessment

Unit Process	Capacity Assessment
Preliminary Treatment	
Screening	There is sufficient hydraulic capacity for both mechanical screens to accommodate the projected 2045 PHF.
Grit Removal	Capacity is adequate for providing full treatment of the projected 2045 PHF.
Secondary Treatment	
Secondary Treatment	Based on maximum week MLSS predicted from BioWin modeling at peak day flow with all clarifiers in service (and assuming a 5-day SRT), there is only sufficient capacity through 2038.
Secondary Clarifiers	The secondary clarifiers are expected to stay under the maximum hydraulic loading criteria for the entirety of the planning period.
Aeration Blowers	The air demands of the secondary treatment process are projected to exceed the firm capacity of the aeration blowers under peak conditions by 2035.
Tertiary Treatment and Disinfection	
Disk Filters	The existing disk filter capacity is expected to be exceeded by 2037 with one unit out of service or in backwash mode based on effluent limitations included in the City's DBO Contract with Jacobs. At this time the City expects to relax these contract limitations rather than invest in additional capacity.
Secondary Effluent Cooling Towers	It is not expected that the total hydraulic capacity of the cooling towers will be exceeded by 2045.
UV Disinfection	The existing UV channels are adequately sized to fully disinfect the 2045 PHF with all units in service, as well as the PDDWF with one channel out of service. The City currently has an older UV unit in place as an emergency backup to the primary system. That backup unit is aging and the City plans replacement during the planning period.
Outfall	Even with the Willamette River at its 100-year flood elevation, it is expected that the outfall pipeline can accommodate approximately 19 mgd before the UV channel effluent weirs are at risk of submergence upstream. Since this flow is well above the hydraulic capacity of the rest of the plant, no expansion will be needed until after 2045. ⁽¹⁾
Solids Handling	
Gravity Belt Thickener	The capacity analysis results indicate adequate for thickening the current and projected maximum week WAS loads with one unit out of service.
TWAS Storage	The TWAS storage volume is sufficient to accommodate the expected maximum week solids loads for three days (assuming TWAS is thickened to 4 percent).
Dewatering Centrifuges	The rated capacity of the current centrifuges is sufficient to process the maximum week load with one unit out of service though 2045 assuming operating times of 24 hours per day for 5 days per week, per the criteria detailed in Chapter 4. ⁽²⁾
Biosolids Dryer and Solids Disposal	The capacity of the biosolids dryer is adequate for handling the current and projected max week solids loads (in year 2045) on the basis of its design evaporation rate, assuming dewatered cake is dried from 20 percent TS to 92 percent TS and the dryer is operated for 24 hour per day for 5 days per week. ⁽³⁾

Notes:

- (1) The existing outfall was recently modified and equipped with five parallel diffuser pipes equipped with duckbill check valves to improve the mixing zone characteristics in the Willamette River.
(2) The centrifuges have exhibited inconsistent performance in recent months. The City recently refurbished these units and expects they will provide sufficient capacity through 2045.
(3) The existing solids dryer has sufficient capacity through 2045 but has exhibited inconsistent performance. See Alternative 2B, Chapter 6.

Abbreviations: DBO - Design-Build-Operate; gpd/sf - gallons per day per square foot; MLSS - mixed liquor suspended solids; SPA - State Point Analysis; SRT - solids residence time; TS - total solids; TWAS - thickened waste activated sludge.

Table ES.3 further summarizes the capacity assessment by listing each unit process, associated design parameters and year of possible capacity exceedance.

Table ES.3 Unit Process Capacity Year Summary

Unit Process	Design Parameter	Redundancy Criteria ⁽³⁾	Year of Capacity Exceedance
Influent Screening	PHF	One mechanical screen out of service	>2045
Grit Chamber	PHF	All units in service	>2045
Secondary Treatment	MW MLSS inventory at PDF	All units in service	2038
Aeration Blowers	Peak BOD Load	Largest unit out of service	2035
Secondary Effluent Cooling Towers	June 1 - Sept 30 PDF	All units in service	>2045
Disk Filters	MWDWF	One unit in backwash	2037⁽¹⁾
UV Disinfection Channels	PHF	All units in service	>2045
Outfall	PHF	-	>2045
Gravity Belt Thickening	MW Load	One unit out of service	>2045
TWAS Storage	MW Load	All units in service	>2045
Dewatering Centrifuges	MW Load	One unit out of service	>2045 ⁽²⁾
Biosolids Dryer	MW Load	All units in service	>2045 ⁽²⁾

Notes:

Unit processes in white are projected to run out of capacity before year 2045.

- (1) Existing Disk Filters are predicted to exceed reliable capacity (one unit out of service) in 2037 based on vendor provided design criteria. This conclusion assumes limitations for effluent total suspended solids contained in the WWTP DBO contract, which are far more stringent than the City's NPDES permit.
- (2) As noted previously, the existing centrifuges and biosolids dryer appear to have sufficient capacity through the planning year 2045, however condition and age are likely to require replacement during the planning period. It is recommended the City reassess available replacement technologies prior to replacement and consider loading appropriate to the planning horizon of any new units selected.
- (3) Reference [Appendix D](#) - Reliability requirements, Preparing Wastewater Planning Documents and Environmental Reports for Public Utilities, OR DEQ, 2018, Revised July 2019

ES.6 Regulatory Considerations and Strategy

It is the responsibility of the Oregon Department of Environmental Quality (DEQ) to establish and enforce water quality standards that ensure the Willamette River's beneficial uses are preserved. Discharges from wastewater treatment plants are regulated through the National Pollutant Discharge Elimination System (NPDES). All discharges of treated wastewater to a receiving stream must comply with the conditions of an NPDES permit. The Wilsonville WWTP discharges to the Willamette River at River Mile 38.5 just upstream of the Interstate 5 bridge. The existing permit limits for the Wilsonville WWTP are shown in Table ES.4. This permit became effective on September 1, 2020 and expires July 30, 2025.

Table ES.4 Current Effluent Permit Limits

Parameter	Average Effluent Concentrations		Monthly Average, (ppd)	Weekly Average, (ppd)	Daily Maximum, (lbs)
	Monthly	Weekly			
May 1 - October 31					
CBOD ₅	10 mg/L	15 mg/L	190	280	380
TSS	10 mg/L	15 mg/L	190	280	380
November 1 - April 30					
BOD ₅	30 mg/L	45 mg/L	560	840	1100
TSS	30 mg/L	45 mg/L	560	840	1100
Other Parameters Limitations					
E. coli Bacteria	<ul style="list-style-type: none"> • Shall not exceed 126 organisms per 100 ml monthly geometric mean. • No single sample shall exceed 406 organisms per 100 ml. 				
pH	<ul style="list-style-type: none"> • Instantaneous limit between a daily minimum of 6.0 and a daily maximum of 9.0 				
BOD ₅ Removal Efficiency	<ul style="list-style-type: none"> • Shall not be less than 85% monthly average 				
TSS Removal Efficiency	<ul style="list-style-type: none"> • Shall not be less than 85% monthly average 				
ETL June 1 through September 30	<ul style="list-style-type: none"> • Option A: 39 million kcal/day 7-day rolling average • Option B: Calculate the daily ETL limit 				

Notes:

Abbreviations: CBOD₅ - five-day carbonaceous biochemical oxygen demand; ETL - excess thermal load; kcal/day - kilocalories per day; lbs - pounds, mg/L - milligrams per liter; ml - milliliter.

The WWTP has been compliant with NPDES permit limits, generally. However due to construction issues that required that aeration basins be offline, equipment failure and issues with solids processing, the WWTP did violate their NPDES permit over eight months between 2015 and 2020 (December 2015, February 2017, April 2017, January 2018, August 2018, May 2020, June 2020 and July 2020). Most of these violations were due to the daily effluent TSS load exceeding the maximum daily load limit in the NPDES permit. It is anticipated that once the issues with solids processing are addressed, the City's current treatment process will be able to meet permit limits.

Chapter 5 details potential regulatory issues the City will need to take into consideration in coming years. Several possible regulatory actions by the Oregon DEQ could drive investments in future improvements at the City's WWTP. The plant discharges to the Willamette River and existing and future effluent limitations contained in the NPDES permit dictate, in large part, the necessary treatment processes and configuration at the WWTP necessary to maintain compliance.

Future treatment upgrades may be required when DEQ establishes total maximum daily loads (TMDL) for the lower Willamette River. Dissolved oxygen and nutrient limits, such as phosphorus limitations, are possible. The dissolved oxygen in the lower part of the river does not always meet water quality standards, and indications of excessive nutrients, such as chlorophyll-a, aquatic weeds, and harmful algal blooms, are present in the lower Willamette River. DEQ has

begun its triennial review of Oregon's water quality criteria. The review could result in more stringent or new discharge requirements, but this process will take several years. For planning purposes, providing plant footprint to accommodate future treatment to remove phosphorus and address dry weather seasonal limits on dissolved oxygen should be anticipated. In addition, the City should continue to engage with DEQ regarding any proposed receiving water temperature regulatory actions.

ES.7 Alternative Development and Evaluation

Chapter 6 presents the methodology and findings of a process improvements alternatives evaluation. The plant's treatment process needs were defined by comparing the plant's existing condition, capacity and reliability, with the projected flows, loads, and regulatory constraints for the recommended alternatives. Where capacity deficiencies were predicted, at least two alternatives were analyzed for each corresponding unit process. Process modifications associated with each alternative were modeled in BioWin using a calibrated model to evaluate the overall impact on plant operations.

As identified in Chapter 4, the secondary treatment process is expected to require additional capacity during the planning horizon (2045). Chapter 6 details two alternatives to address these capacity limitations. The two alternatives considered to increase secondary capacity are:

1. Expansion of the existing conventional activated sludge process; and
2. Intensification of the existing treatment process using membrane bioreactor (MBR) technology.

Due to the higher capital and operating costs of intensification, construction of a new conventional aeration basin is recommended to increase secondary capacity. As flows and loads increase, or regulatory requirements become more stringent, it may be necessary to intensify treatment. It is recommended the City revisit this evaluation as the need for 1) additional capacity to accommodate growth nears or 2) more stringent effluent limitations are considered. This offers the opportunity to take advantage of potential advances in technology as well as confirming the predicted time frame of capacity exceedance. A new aeration basin project is included in the Capital Improvement Plan in Chapter 7.

The existing aeration blower system firm capacity is expected to be deficient by 2035. An additional aeration blower (same size and design air flow rate as the existing high-speed turbo blowers) would ensure there is sufficient blower capacity through the end of the planning period to meet current permit requirements. There is adequate space to add a fourth turbo blower to the same discharge header pipe as the existing turbo blowers. Additionally, intensification of the secondary treatment process would further increase the aeration demands because operating at a higher MLSS reduces oxygen transfer efficiency in the aeration basins. If intensification is reconsidered and selected for the planning period, or if nutrient limits are imposed within the planning period that requires intensification or operation at a higher MLSS, the blower air demands should be revisited.

Additional tertiary filtration capacity is predicted to be needed before 2045 to provide full treatment of the MWDWF with one disc filter out of service or in backwash mode. After discussions with the City, two alternatives were identified to increase capacity:

1. Increase filtration capacity, and
2. Modify the requirement in the WWTP DBO contract to relax effluent limitations which are currently more stringent than those contained in the City's NPDES permit.

The City's WWTP NPDES permit currently requires effluent to contain less than 10 mg/L TSS during the dry season (see Table ES.8). However, the DBO firm's contract with the City requires an effluent TSS of less than five mg/L, or half of the WWTP's permitted effluent quality. At this time, the City has decided to study the performance of the existing tertiary filters over time and expects to relax effluent TSS requirements in the DBO contract unless actual water quality impacts (exceedances of permit limitations) are realized. The City will also consider the option of new technologies for filtration, noting that if the City selected an intensification technology utilizing membranes, this may potentially eliminate tertiary filtration capacity concerns.

While the capacity assessment findings presented in Chapter 4 determined existing solids dewatering centrifuges have sufficient capacity, the remaining equipment service life may require replacement within the planning horizon. The centrifuges, installed in 2014, were recently refurbished, but by 2045, will have been in service for over 30 years. The City should plan for their replacement within the planning horizon and consider whether a capacity increase is needed at the time of replacement based on projections of solids production and processing needs. Additionally, the secondary process was modified in 2020 and has experienced extended periods where mixed liquor concentrations have been elevated above typical ranges for conventional activated sludge or extended aeration processes. Due to the complications with secondary process operation and performance issues with the centrifuges, it is recommended the City study the secondary treatment and dewatering processes to confirm that the assumptions and conclusions regarding centrifuge capacity in Chapter 4 may be relied upon. A dewatering performance optimization study is recommended so the City can collect and analyze secondary treatment and solids processing performance data. For budgeting purposes, an opinion of probable cost for replacing the existing centrifuges is provided in Chapter 7. Timing of that equipment replacement will depend on performance of the existing units, future loading assumptions, and observed condition.

The existing solids dryer has experienced operational issues in recent years, including a fire that caused extensive damage to the equipment in April 2019 and a leaking rotary joint and damaged seal in 2021. As of February 25, 2022, the dryer has been repaired and is operating. Because of the City's commitment to solids drying as the preferred process to achieve Class A biosolids, the alternatives evaluation presented in this Plan for future dryer replacement was conducted with a focus on thermal drying options only.

Chapter 6 details an analysis of the following alternatives to improve the drying system:

1. Alternative 1 - Continue operating the existing biochemical reactor (BCR) paddle dryer and defer replacement.
2. Alternative 2 - Modify the existing Dewatering and Drying Building to accommodate a different solids dryer technology or a redundant dryer.
3. Alternative 3 - Construct a new dryer building with a different solids dryer technology.

While it is anticipated the existing dryer has useful life through at least 2026 (current DBO contract expiration), by 2031 the dryer will have been in operation for over 15 years. It is recommended the planning and design of upgrades to provide reliable dryer capacity begin in 2029, or sooner if further operational concerns arise. The City has indicated a preference for a variation of Alternative 2 which involves expanding the existing Dewatering and Drying Building to accommodate a second solids paddle dryer. This alternative provides backup capacity to allow the City to continue delivering Class A solids during periods of downtime if a mechanical failure occurs or to accommodate regular maintenance of one dryer train. As mentioned previously, this Plan recommends the City complete a study of the secondary sludge quality, performance of that process, chemical addition types and locations, and solids handling process performance overall prior to making a final selection of the preferred dryer alternative from the alternatives detailed in Chapter 6. For purposes of capital planning, this Plan assumes the City will implement Alternative 2b (modification of Dewatering and Drying Building to accommodate a second paddle dryer) with a study and confirmation of this selection beginning in 2029.

Lastly, the City wants to establish a direct connection between the City’s fiber optics network and the WWTP. This addition consists of routing two new conduits (one spare) and fiber optic cabling from the WWTP’s Operations Building to the site entrance, where the conduits will be tied into the City’s fiber optics network. Chapter 6 details one potential routing from the Operations Building to the site entrance that would minimize impact to existing yard utilities. The fiber optic cable addition is included in Chapter 7 and the City’s 5-year CIP.

Table ES.5 below summarizes the alternatives evaluated in Chapter 6 including recommendations for future WWTP improvements.

Table ES.5 Summary of Alternatives

Unit Process	Alternatives Considered	Selected Alternative
Secondary Treatment	<ul style="list-style-type: none"> Expansion of the existing conventional activated sludge process. Intensification of the existing treatment process. 	<ul style="list-style-type: none"> Expansion of the existing conventional activated sludge process through the addition of another aeration basin.
Tertiary Treatment	<ul style="list-style-type: none"> Increase filtration capacity. Eliminate the requirement on the DBO firm to meet effluent limits more stringent than the NPDES permit. 	<ul style="list-style-type: none"> Eliminate the requirement on the DBO firm to meet effluent limits more stringent than the NPDES permit.
Solids Dryer	<ul style="list-style-type: none"> Continue operating the existing BCR paddle dryer and defer replacements. Modify the existing Dewatering and Drying Building to accommodate a different solids dryer technology or a redundant dryer. Construct a new dryer building with a different solids dryer technology. 	<ul style="list-style-type: none"> Modify the existing Dewatering and Drying Building to accommodate a different solids dryer technology or a redundant dryer by expanding the Dewatering and Drying Building to accommodate a second solids paddle dryer.

ES.8 Recommended Alternative

Figure ES.6 presents a WWTP site plan identifying locations of recommended improvements resulting from condition and capacity assessments, including evaluation of alternatives, as described.

Summaries of opinions of probable costs and anticipated phasing for the improvements recommended for inclusion in the City's WWTP CIP are provided in Table ES.6.

The expected cash flow for the planning period was determined for the recommended improvements summarized in Table ES.6. The cash flow through 2045 includes an escalation rate of three percent, and the estimated peak expenditure for any fiscal year is approximately \$13,906,000 in fiscal year 2031. The projected CIP expenditures are presented in Figure ES.7.

Table ES.6 WWTP CIP - Recommended Alternative Opinion of Probable Cost and Phasing

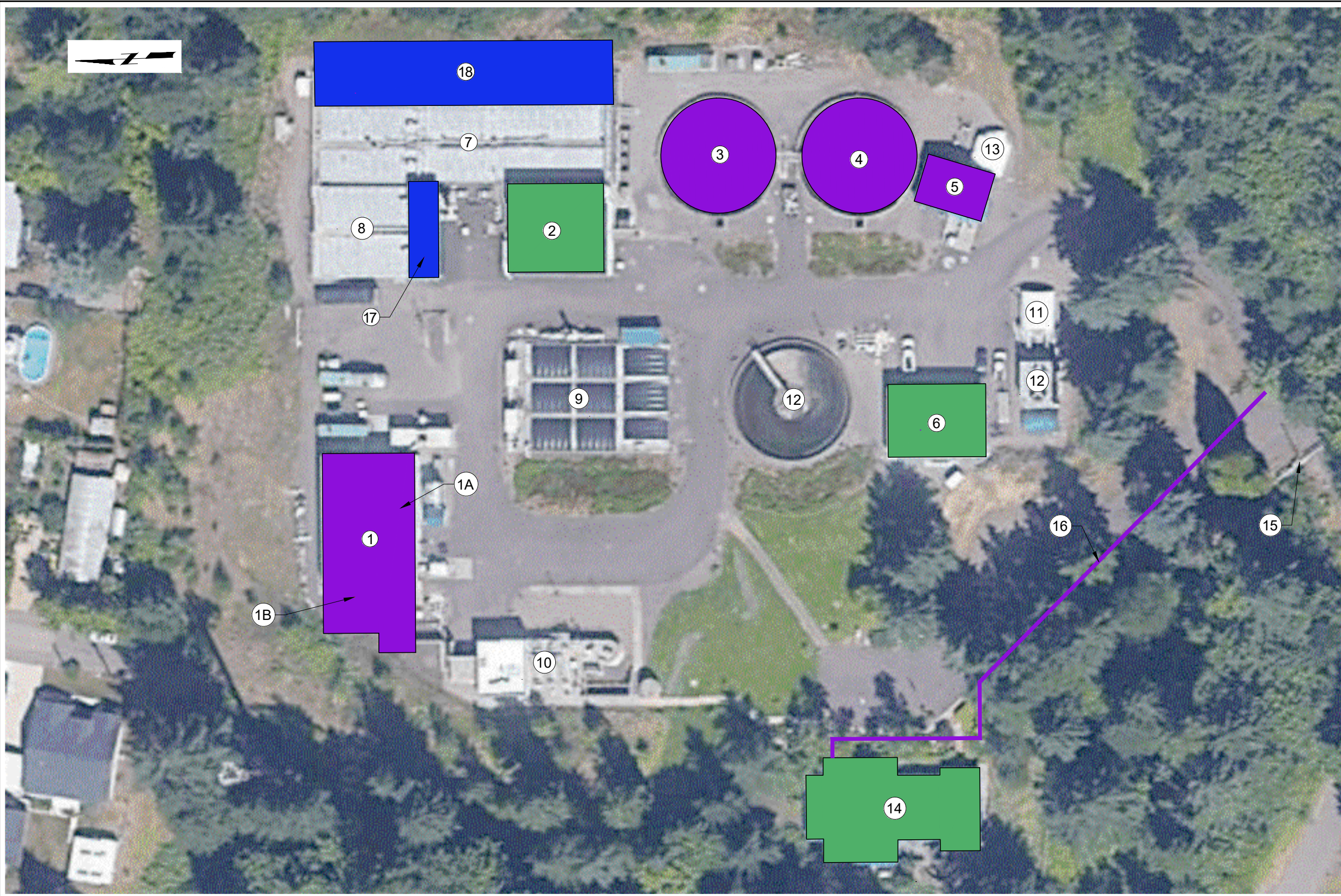
Plant Area	Project ⁽¹⁾	Opinion of Probable Cost	Approximate Year Online
Solids Handling	Dewatering Performance Optimization	\$150,000	2023
Communications/IT	Fiber Optic Cable Addition	\$55,000	2023
UV System	Trojan 4000 UV System Improvement	\$1,650,000	2024
Support Buildings	Seismic Improvements	\$1,015,000	2024
Secondary Treatment	New Secondary Clarifier Mechanisms	\$1,665,000	2026
Solids Handling	Solids Dryer Improvement	\$16,100,000 ⁽⁶⁾	2031
Solids Handling	Existing Centrifuge Replacement	\$2,200,000 ^(3,5)	2033 ⁽⁴⁾
Secondary Treatment	New Aeration Blower	\$394,000	2035
Secondary Treatment	New Conventional Aeration Basin	\$7,895,000	2038
TOTAL		\$31,124,000	

Notes:

White rows indicate projects that are in the City's 5-year CIP and blue rows indicate projects that are outside the 5-year CIP window.

- (1) Details of each project can be found in Chapter 2 or Chapter 6 of this Master Plan.
- (2) The estimated opinion of probable costs include the construction costs plus Engineering, legal and administration fees (ELA, or soft costs). Details on the estimated project costs can be found in Chapter 2 or Chapter 6 of the plan, with the exception of costs for the backup UV system and centrifuges which are presented earlier in Chapter 7.
- (3) For budgeting purposes, the Option B centrifuge cost from Table 7.4 is used for the project cost summary and the CIP
- (4) Replacement timing dependent upon satisfactory equipment performance
- (5) The centrifuges installed with the City's 2014 upgrade project have exhibited inconsistent performance in recent months. The City recently refurbished these units and expects they will provide sufficient capacity through 2045. However, by that time, the units will have been in service for over 30 years. It is recommended the City plan for replacement of these units during the planning horizon of this Master Plan. Assuming replacement occurs in the mid-2030's the City should reassess capacity needs of those units beyond the 2045 horizon, consistent with the expected service life of the new equipment.
- (6) The existing solids dryer has sufficient capacity through 2045. As with the dewatering centrifuges, the dryer equipment will soon have been in operation for a decade. It is recommended the City plan for replacement of the dryer during the planning horizon of this Master Plan. The City plans to replace the existing dryer with a new piece of equipment using similar technology and potentially rehabilitate the existing unit to serve as a backup. See Alternative 2B, Chapter 6.

Capital costs estimated in the Plan will be considered as the City assesses the need to adjust sewer enterprise rates and charges in coming months. It will be important to distinguish capacity and condition (repair and replacement) driven improvements in assigning costs to existing rate payers and future users.



- LEGEND:**
- CONDITION OR ADDITION PROJECTS** ■
 - 1 - DEWATERING & DRYING BUILDING
 - 1A - EXISTING CENTRIFUGE REPLACEMENT
 - 1B - SOLIDS DRYER IMPROVEMENT
 - 3 - SECONDARY CLARIFIER NO. 1 - REPLACE MECHANISMS
 - 4 - SECONDARY CLARIFIER NO. 2 - REPLACE MECHANISMS
 - 5 - STANDBY UV SYSTEM REPLACEMENT
 - 16 - FIBER OPTIC CABLE ADDITION
 - CAPACITY PROJECTS** ■
 - 17 - NEW AERATION BLOWER
 - 18 - NEW AERATION BASIN NO. 3, ACCESS IMPROVEMENTS & GRADING
 - SEISMIC RETROFIT PROJECTS** ■
 - 2 - PROCESS GALLERY
 - 6 - WORKSHOP
 - 14 - OPERATIONS BUILDING
 - OTHER FACILITIES**
 - 7 - SECONDARY PROCESS FACILITY
 - 8 - STABILIZATION BASIN
 - 9 - SLUDGE STORAGE BASINS AND BIOFILTERS
 - 12 - SECONDARY CLARIFIER NO. 3
 - 10 - HEADWORKS
 - 11 - DISK FILTERS
 - 12 - COOLING TOWERS
 - 13 - W3 REUSE PUMP STATION
 - 15 - SITE ENTRANCE

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SCALE: 1" = 60'

Figure ES.6
PROPOSED WILSONVILLE WWTP IMPROVEMENTS
CITY OF WILSONVILLE

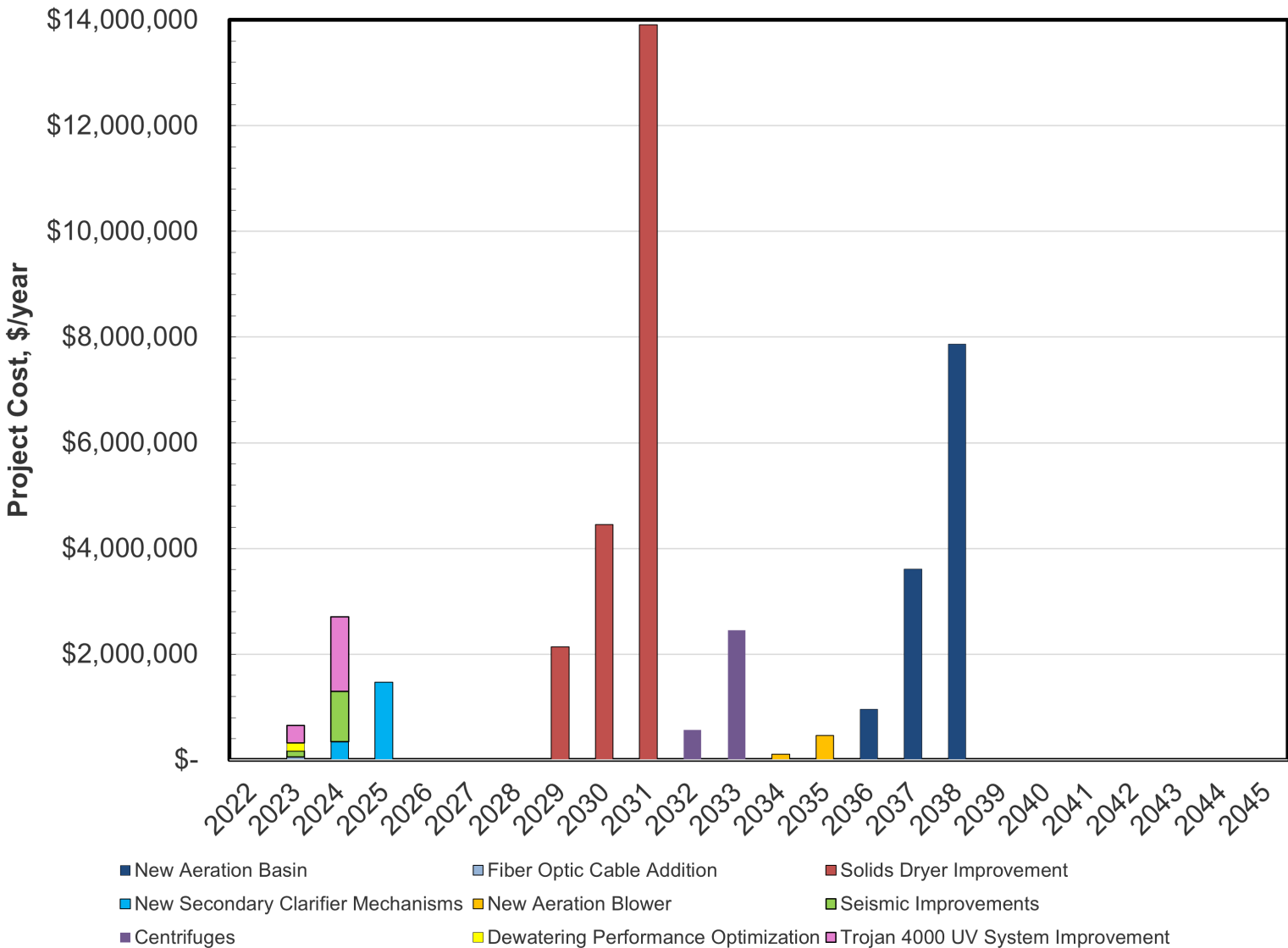


Figure ES.7 Projected 20-Year CIP Expenditures

Item B.



**CITY COUNCIL MEETING
STAFF REPORT**

Meeting Date: August 1, 2022		Subject: 2023 LOC Legislative Priorities Ballot	
		Staff Member: Mark Ottenad, Public/Government Affairs Director	
		Department: Administration	
Action Required		Advisory Board/Commission Recommendation	
<input type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input checked="" type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable Comments: The League of Oregon Cities (LOC) seeks member cities’ feedback by August 5 on the top-5 of 29 potential priorities for the 2023 state legislative session.	
Staff Recommendation: Staff recommends five priorities for City Council consideration.			
Recommended Language for Motion: N/A			
Project / Issue Relates To:			
<input checked="" type="checkbox"/> Council Goals/Priorities:		<input type="checkbox"/> Adopted Master Plan(s):	<input type="checkbox"/> Not Applicable

ISSUE BEFORE COUNCIL:

Of 29 potential policy priorities for the 2023 legislative session of the Oregon Legislative Assembly under consideration by the League of Oregon Cities (LOC), which five (5) are of the highest priority to the City that Council would like to see LOC focus on?

EXECUTIVE SUMMARY:

LOC seeks feedback via a ballot (Attachment A) from member cities by August 5, 2022, on the top-5 of 29 potential specific priorities that fall under seven general topics/issues that LOC should focus on for 2023 legislative session.

Staff reviewed the LOC legislative priorities, many of which are worthy of consideration; however, some LOC priorities, such as marijuana tax revenues, do not apply to the City. Staff recommendations listed in Attachment B for 2023 LOC legislative priorities tend to focus on supporting priorities that emphasize lobbying the legislature for financial appropriations that support City Council priorities.

EXPECTED RESULTS:

The City timely provides feedback to LOC on legislative priorities.

TIMELINE:

LOC requests completed ballot to be submitted by August 5, 2022.

CURRENT YEAR BUDGET IMPACTS:

Successful legislation that appropriates state funds for local governments, such as for climate planning and public infrastructure extension, could benefit City.

COMMUNITY INVOLVEMENT PROCESS:

City Council and staff's assessment of legislative priorities is informed by City's overall extensive public-engagement process on diverse range of issues. LOC legislative priorities developed through member-cities legislative policy-review committees composed of elected and appointed officials.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

Successful legislation endorsed by City Council can benefit the community depending on the nature of legislation.

ALTERNATIVES:

An alternative would be to not participate in the 2023 LOC legislative priorities process.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. LOC 2023 Legislative Priorities Ballot, June 10, 2022
2. City Staff Recommendation for LOC 2023 Legislative Priorities Ballot, July 15, 2022
3. City of Wilsonville/SMART 2021-22 State Legislative Agenda, January 2021
4. LOC 2021 Legislative Priorities Report and City's Priority Input, August 2020
5. "Wilsonville City Council establishes legislative priorities with League of Oregon Cities," Wilsonville Spokesman, July 22, 2020



2023 Legislative Priorities Ballot

Issued on June 10, 2022

Ballots due by 5:00 p.m. on August 5, 2022

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2023 Legislative Priorities Ballot – League of Oregon Cities

Background: Each even-numbered year the LOC appoints members to serve on 7 policy committees. These policy committees are the foundation of the LOC’s policy development process. Composed of city officials, these committees are charged with analyzing policy and technical issues and recommending positions and strategies for the LOC. Each committee provides a list of recommended policy positions and actions for the LOC to take in the coming two year legislative cycle. This year, all 7 committees identified between 3 to 5 legislative policy priorities to advance to the full membership and LOC Board of Directors.

Ballot/Voting Process: Each city is being asked to review the recommendations from the 7 policy committees and provide input to the LOC Board of Directors as it prepares to adopt the LOC’s 2023 legislative agenda. After your city has had an opportunity to review the proposals, please complete the electronic ballot indicating the top 5 issues that your city would like to see the LOC focus on during the 2023 legislative session.

Each city is permitted one vote. As such, each city must designate a person to enter the vote electronically on the below link. For those cities without electronic options for voting, paper ballots may be requested from LOC’s Legislative Director Jim McCauley at jmccauley@orcities.org.

Important Deadlines: The deadline for submitting your city’s vote is **5:00 p.m. on August 5, 2022.**

Ballots were emailed to the CAO of each city. If your city didn't receive the ballot, please email Jim McCauley at jmccauley@orcities.org.

Brought to you by the Community Development Policy Committee

4 A **Full Funding and Alignment for State Land Use Initiatives**

Legislative Recommendation: *The LOC will support legislation to streamline and fully fund local implementation of any recently adopted or proposed state land use planning requirements, including administrative rulemaking.*

Background: Recent legislation and executive orders have made significant changes to the state's land use planning process, including increasing burdens for local government. While the LOC shares the state's policy goals, these updates have resulted in extensive, continuous, and sometimes conflicting rulemaking efforts that are not supported by adequate state funding. Cities simply do not have the staff capacity or resources needed to implement current requirements. Existing planning updates should be streamlined to enable simpler, less costly implementation and any new proposals should be aligned with existing requirements.

4 B **Local Funding to Address Homelessness**

Legislative Recommendation: *The LOC will seek funding to support coordinated, local responses to addressing homelessness.*

Background: The LOC recognizes that to end homelessness, a statewide and community-based coordination approach to delivering services, housing, and programs is needed. Addressing homelessness will look different and involve different service provider partners from one city to the next, but one thing is consistent, addressing the crisis requires significant financial resources. While cities across Oregon have developed programs, expanded service efforts, built regional partnerships, and have significantly invested both their local General Fund and federal CARES Act and American Rescue Plan Act dollars into programs to address the homelessness crisis in their respective communities, the crisis continues. The homelessness crisis exceeds each city's individual capacity – necessitating the need for meaningful fiscal support from the State of Oregon.

4 C **Infrastructure Funding to Support Needed Housing**

Legislative Concept: *The LOC will support state funding for infrastructure needed to support needed housing.*

Background: *As Oregon works to overcome its historic housing supply deficit, development costs continue to rise. Cities have limited tools to address the rising costs of infrastructure necessary to support the impact of new housing development. A statewide fund to address infrastructure costs and improve housing affordability is needed.*

4 D **Economic Development Incentives (co-sponsor with Tax and Finance Committee)**

Legislative Recommendation: *The LOC will support legislation to preserve and strengthen discretionary local economic development incentives including the Enterprise Zone (EZ), Long Term Rural Enterprise Zone (LTREZ) and Strategic Investment Program (SIP).*

Background: The EZ and LTREZ programs provide local governments the option to offer a temporary full exemption from property taxes for qualified new property of a business (3 to 5 years for the standard EZ and 7 to 15 years for the rural EZ). The SIP program allows local governments to offer a 15-year

partial exemption on the value of new property that exceeds a certain investment threshold (\$25 million to \$100 million depending on location and total project value). Recent studies by Business Oregon confirmed what city economic development professionals knew; these incentive programs are crucial for Oregon to remain competitive nationally and show massive benefits to Oregon in terms of jobs, enhanced economic activity, and tax revenues. The EZ and LTREZ programs will sunset in 2025 without action by the legislature, and “gain share” provisions of the SIP program transferring a portion of income taxes resulting from qualified projects to local governments will sunset in 2026. The LOC will advocate for sunset extensions and for changes that will improve the programs, and advocate against any changes that will reduce local control or devalue the incentives.

4 D Community Resiliency and Wildfire Planning

Legislative Recommendation: *The LOC will support investments for climate and wildfire resiliency planning, as well as infrastructure upgrades, to fill existing gaps and assist cities in planning for extreme weather events and wildfire.*

Background: Oregon communities are increasingly looking for help planning for climate change impacts, including infrastructure upgrades, to handle extreme weather events. Cities of all sizes, especially small to mid-sized cities, need technical assistance and additional capacity to better plan for and recover from climate events and wildfire. Investments in infrastructure upgrades, repairs, and resiliency will help rebuild communities, better ensure equity and access to critical services, protect public health and the environment, improve community resiliency, and promote economic recovery.

Brought to you by the General Government Policy Committee

5 A Protecting Public Employees and Officials

Legislative Recommendation: *The LOC will introduce legislation to protect the personal contact information of public employees and increase criminal sanctions when public officials and employees are subject to criminal activity connected to their service.*

Background: Cities have seen an increase in harassments, threats and property damage in recent years. Over 80 percent of city leaders who participated in a National League of Cities [report](#) on public civility indicated they had personally experienced harassing or harmful behavior because of their role as a public official. Additionally, an ambiguity in the phrasing in a statute intended to protect the private information of public employees may require an employer to release home addresses, personal emails and contact information.

5 B Return to Work

Legislative Recommendation: *Eliminate the sunset on the ability of retirees to return to work.*

Background: PERS covered retirees are currently allowed to return to work without suffering a tax or pension penalty until 2024. Allowing retirees to return to work allows employers to fill critical vacancies while not paying pension and other costs in times of both fiscal hardships and workforce scarcity. The sunset was established as part of a compromise PERS reform package passed in 2017 but has been successful for retirees and employers.

5 C Attorney Client Privilege

Legislative Recommendation: *Ensure that privileged communications between public bodies and officials and their legal counsel remain confidential indefinitely.*

Background: A recent court ruling limited public sector attorney client privilege to 25 years, which is identical to the lifespan of other public records exemptions. The LOC believes that public officials should have the same right to unimpeded legal counsel as all other attorney clients.

5 D Address Measure 110 Shortcomings

Legislative Recommendation: *Restore criminal justice incentives for seeking treatment for addiction while ensuring a path for expungement for successfully completing a treatment program.*

Background: Oregon voters passed Measure 110 in 2020 which eliminated criminal sanctions for simple possession for most narcotic drugs and replaced them with a waivable \$100 ticket. A citation cannot be issued if a person seeks treatment by calling a treatment referral service. The measure also re-dedicated local marijuana revenue to harm reductions services. Those funds are now pooled and distributed by an oversight and accountability committee. Oregon's overdose deaths continue to increase and funds that should have been distributed in January of 2021 are still not delivered. Additionally, problems related to drug abuse such as property crime have increased.

Brought to you by the Energy and Environment Policy Committee

6 A Building Decarbonization, Efficiency, and Modernization

Legislative Recommendation: *The LOC will support legislation to protect against and rollback preemptions to allow local governments to reduce greenhouse gas emissions from new and existing buildings while ensuring reliability and affordability. Some initiatives may include a local option Reach Code, statewide home energy scoring or financial incentives like [CPACE](#).*

Background: Homes and commercial buildings need a lot of power. In fact, they consume nearly half of all the energy used in Oregon according to the Oregon Department of Energy 2020 Biennial Energy Report. Existing buildings need to be retrofitted and modernized to become more resilient and efficient. New buildings can be built with energy efficiency and energy capacity in mind, so they last longer for years to come, reduce the energy burden on occupants, and are built to a standard that is futureproof for carbon reducing technologies like electric vehicles

6 B Continue Investments in Renewable Energy

Legislative Recommendation: *The LOC will work to identify barriers and potential solutions to local energy generation and will pursue funding assistance for feasibility studies and project implementation. The LOC will support legislation to study and invest in viable, preferably locally generated, options and to divest the Oregon Treasury from fossil fuels.*

Background: Renewable energy sources can be used to produce electricity with fewer environmental impacts. Local energy generation projects can better position cities to pursue and achieve local climate action goals, address capacity constraints of existing electric transmission lines, and can help cities respond to individual businesses that may be seeking green energy options. The types of local energy generation projects discussed by the committee include, but are not limited to, small-scale hydropower, in-conduit hydropower, methane capture, biomass and solar. Such projects are not intended to conflict

with existing low-carbon power purchase agreements but can position cities to pursue local climate action goals and supplement energy needs through renewable generation.

6 C Investment in Community Climate Planning Resources

Legislative Recommendation: *The LOC will support investments that bring climate services (for mitigation and adaptation) together and work to fill the existing gaps to help communities get the high-quality climate assistance they need quickly and effectively.*

Background: Oregon communities are increasingly looking for help planning for climate change impacts and implementing programs to reduce greenhouse gases. Interest in climate services has continued as communities experience increasing disruptions caused or made worse by climate change. Oregon's small to mid-sized communities and rural communities are particularly in need of both technical assistance and additional capacity to address climate impacts and do their part to reduce greenhouse gas emissions. While some climate resources exist in Oregon, those programs are dispersed throughout state government, the nonprofit world, and academic institutions. Because of this current structure, it is not clear for communities what they should do once they decide to act on climate change.

6 D Adequate Funding for State Climate Initiatives

Legislative Recommendation: *The LOC will support legislation to streamline processes and fully fund local implementation of climate mandates (like Climate Friendly and Equity Communities rules) from the state. Furthermore, the LOC will support legislation that allows the state to adequately maintain and staff programs that impact a city's ability to reduce greenhouse gas emissions.*

Background: On March 10, 2020, Governor Kate Brown signed Executive Order 20-04 directing state agencies to take action to reduce and regulate greenhouse gas emissions. Additionally, the state has legislatively passed many greenhouse gas reduction measures. This has led to some unfunded mandates on cities as well as a significant workload for agency staff.

Brought to you by the Finance and Taxation Policy Committee

7 A Property Tax Reform

Legislative Recommendation: *The LOC will advocate for constitutional and statutory reforms to the property tax system to enhance local choice, equity, fairness, and adequacy.*

Background: The property tax system is broken and in need of repair due to constitutional provisions in Measures 5 and 50 that were adopted by voters in the 1990s. The current system is inequitable to property owners and jurisdictions alike, is often inadequate to allow jurisdictions to provide critical services, removes meaningful local choice, and is incomprehensible to most taxpayers. Local governments and schools rely heavily on property tax revenues to pay for services and capital expenses. With federal pandemic aid to cities coming to an end and inflation looming, cities are concerned that their top revenue source will not allow residents to adequately fund the services that they demand. Therefore, the LOC will take a leadership role in pursuing efforts to draft and advocate for both comprehensive and incremental property tax reform option packages, including forming coalitions with other interested parties. The LOC will remain flexible to support all legislation that improves the system, but will, in the short term, focus on incremental changes that will allow for a foundation on which to build for broader revisions going forward. The LOC's overall focus will be on a property tax package that includes, but may not be limited to these elements:

- In the short term, advocating for a system that restores local choice and allows voters to adopt tax levies and establish tax rates outside of current limits and not subject to compression. This may also include advocating for a local option levy that has passed three or more times to become permanent (requires constitutional referral).
- Also in the short term, advocating for statutory changes to extend statewide a 2017 Multnomah County pilot that created an option that new property has a taxable value determined based on the city average of maximum assessed value to market value as opposed to countywide average.
- Over the longer term, to achieve equity, advocating for a system that has taxpayers' relative share tied to the value of their property, rather than the complex and increasingly arbitrary valuation system based on assessed value from Measure 50 (requires constitutional referral).
- Also over the longer term, to enhance fairness and adequacy, advocating for various statutory changes, some of which would adjust the impact of the above changes. For example, as a part of comprehensive reform the LOC will support targeted tax relief for lower income residents to make sure reform does not price vulnerable residents out of their homes.

7 B Lodging Tax Flexibility

Legislative Recommendation: *The LOC will advocate for legislation to enhance flexibility in how cities may use transient lodging tax revenues. The goal is to help cities better serve visitors and improve local conditions that support the tourism industry.*

Background: The Legislature created the *state* lodging tax in 2003, and with it a new requirement that 70% of net revenues from new or increased *local* lodging taxes must be used for “tourism promotion” or “tourism related facilities.” Cities acknowledge and appreciate the economic development benefits that tourism brings to their local economies, but often struggle to support the industry in areas like public safety, infrastructure, workforce housing, and homeless services. Enhanced flexibility and clarification of allowed use of funds will benefit both visitors and business owners alike.

7 C Economic Development Incentives (co-sponsor with the Community Development Committee)

Legislative Recommendation: *The LOC will support legislation to preserve and strengthen discretionary local economic development incentives including the Enterprise Zone (EZ), Long Term Rural Enterprise Zone (LTREZ) and Strategic Investment Program (SIP).*

Background: The EZ and LTREZ programs provide local governments the option to offer a temporary full exemption from property taxes for qualified new property of a business (3 to 5 years for the standard EZ and 7 to 15 years for the rural EZ). The SIP program allows local governments to offer a 15-year partial exemption on the value of new property that exceeds a certain investment threshold (\$25 million to \$100 million depending on location and total project value). Recent studies by Business Oregon confirmed what city economic development professionals know; these incentive programs are crucial for Oregon to remain competitive nationally and show massive benefits to Oregon in terms of jobs, enhanced economic activity, and tax revenues. The EZ and LTREZ programs will sunset in 2025 without action by the legislature, and “gain share” provisions of the SIP program transferring a portion of income taxes resulting from qualified projects to local governments will sunset in 2026. The LOC will advocate for sunset extensions and for changes that will improve the programs, and advocate against any changes that will reduce local control or devalue the incentives.

7 D Marijuana Taxes

Legislative Recommendation: *The LOC will continue to advocate for increased revenues from marijuana taxes. This may include proposals to restore state marijuana tax losses related to Measure 110 (2020) distribution changes, and to increase the current 3% cap on local marijuana taxes so local voters may choose a rate that reflects the needs of their community.*

Background: Recreational marijuana retailers are required to charge a state-imposed retail sales tax of 17 percent for all recreational marijuana sold. Until the end of 2020 cities received 10% of the net revenue from the state tax but Measure 110 changed the distribution formula and will reduce city distributions by an estimated 73% for the 2021-23 biennium. Cities may also impose a local retail sales tax of up to 3%, subject to voter approval. Tax rates for recreational marijuana vary widely across the states, but the total Oregon tax burden is 20-25% percent below other West Coast states. Unbiased academic studies indicate Oregon could increase marijuana taxes without pushing significant business to the illicit market. If the Legislature is not willing to allow increased taxes it should restore city revenues by other means back to what was agreed to when recreation marijuana was legalized.

7 E Alcohol Revenues

Legislative Recommendation: *The LOC will advocate for enhanced revenues from the sale of alcohol to mitigate the impact of recent legislative changes that will otherwise reduce this crucial revenue source.*

Background: Oregon's beer tax has not been increased since 1978 and is \$2.60 per barrel which equates to about 8.4 cents per gallon or less than 5 cents on a six-pack. Oregon has the lowest beer tax in the country, and to get to the middle of the states Oregon would need a more than 10-fold increase. Oregon's wine tax is 67 cents per gallon and 77 cents per gallon on dessert wines, this is the second lowest tax nationwide, and the first 2 cents of the tax goes to the wine board. Oregon is a control state and is the sole importer and distributor of liquor, which accounts for about 94% of total alcohol revenues. The Oregon Liquor and Cannabis Commission (OLCC) sets retail prices at about 105% of their cost and net revenues are distributed based on a formula. Cities are preempted from imposing alcohol taxes. In exchange, cities receive approximately 34% of the state alcohol revenues after the state takes 50% of beer and wine taxes off the top prior to this distribution. Recent legislative changes will reduce city revenues; the legislature approved a more generous compensation formula for liquor store owners in 2021 and approved a 148% cost increase for a planned OLCC warehouse in 2022. Both changes will reduce distributions to cities. Cities have significant public safety costs related to alcohol consumption and taxes on alcohol do not cover their fair share of these costs. There are numerous ways to address the issue: increasing taxes on beer or wine (possibly through a local sales tax option), increasing the markup on liquor, or increasing the per bottle surcharge currently in place at liquor stores and dedicating the funds to paying for the planned OLCC warehouse.

Brought to you by the Telecommunications, Broadband Policy Committee

8 A Digital Equity and Inclusion

Legislative Recommendation: *The LOC will advocate for legislation and policies that help all individuals and communities have the information technology capacity needed for full participation in our society, democracy, and economy.*

Background: Connectivity is crucial to modern life. It is being relied on more for how people do business, learn, and receive important services like healthcare. As technology evolved the digital divide has become more complex and nuanced. Now, discussion of the digital divide is framed in terms of whether a population has access to hardware, to the Internet, to viable connection speeds and to the skills they need to effectively use it.

8 B Resilient, Futureproof Broadband Infrastructure and Planning Investment

Legislative Recommendation: *The LOC will support legislation that will ensure broadband systems are built resiliently and futureproofed while also advocating for resources to help cities with broadband planning and technical assistance through direct grants and staff resources at the state level. The LOC will support legislation that addresses issues with the inconsistency of regulations applied to traditional and nontraditional telecommunications service as more entities move to a network based approach instead of what services are being provided. LOC will oppose any preemptions on local rights-of-ways, and municipalities right to own poles and become broadband service providers.*

Background:**Broadband Planning and Technical Assistance**

Most state and federal broadband infrastructure funding sources require that communities have a broadband strategic plan in place to qualify for funds. Unfortunately, many cities do not have the resources or staff capacity to complete comprehensive broadband strategic plans.

Resilient and Long-Term Systems

As broadband is continually being made a priority on the state and federal level, we must think strategically about how to build resilient long-term networks that will serve Oregonians now and into the future. Ways to ensure broadband is resilient may include investing in robust middle mile connections, ensuring redundancy and multiple providers in all areas, and undergrounding fiber instead of hanging it on poles.

Optional Local Incentives to Increase Broadband Deployment

All levels of government have identified broadband as a priority. However, there continue to be proposed mandates on local governments to deploy broadband services more quickly. Cities have a duty to manage rights-of-ways (ROW) on behalf of the public and need flexibility to adequately manage the ROW. Instead of mandates the state should focus its efforts on allowing cities the option to adopt incentives that could help streamline broadband deployment.

Regulatory Consistency Amidst Convergence

Historically, the standards and oversight policies for a specific technology were established independently and were not developed with merging or interoperability in mind. For example, telephony (when providing voice), cable TV (when providing video), and mobile cellular technologies each follow their respective standards, and these services were regulated by policies specific to each type.

8 C Incentives for Broadband Affordability, Adoption and Consumer Protections

Legislative Recommendation: *The LOC will seek additional state support and funding for increased broadband adoption and affordability and will advocate for consumer protections for those accessing the internet, internet enabled devices and broadband service.*

Background: Broadband infrastructure is being funded at a historic level. For that infrastructure to be adequately utilized affordability and adoption initiatives must receive investment. Initiatives that would help could include studying barriers to adoptions and affordability; ensuring adequate competition in providers; investing in more data centers statewide so service is cheaper for regions outside of the I-5 corridor as it is simply more expensive per megabit to provide; and ensuring providers are widely advertising programs meant for those with limited means.

Additionally, problems with internet providers are among the most common consumer complaints in Oregon. Complaints often involve paying more than expected, difficult cancellation policies and poor service. Consumers are at risk of being advertised or offered services that are not actually being delivered. For example, 25/3 is the current definition of broadband. Currently, providers are allowed to advertise

speeds as “up to” 25/3 or a certain speed. There is no one enforcing whether or not providers actually hit their advertised speeds. Providers should be accountable for making sure consumers have the appropriate equipment for the services they are paying for.

8 D Cybersecurity & Privacy

Legislative Recommendation: *The LOC will support legislation that addresses privacy and cybersecurity for all that use technology, including but not limited to: funding for local government cybersecurity initiatives, statewide resources for cyber professionals, regulations of data privacy, or standards for software/hardware developers to meet to make their products more secure.*

Background: Society is becoming more technologically reliant than ever before and that will only increase. With this increase of technology there is an increased risk for cybercrimes. Therefore, cybersecurity and privacy systems must be taken seriously. Cybersecurity encompasses everything that pertains to protecting sensitive data, protected health information, personal information, intellectual property, data, and governmental and industry information systems from theft and damage attempted by criminals and adversaries.

Cybersecurity risk is increasing, not only because of global connectivity but also because of the reliance on cloud services to store sensitive data and personal information. Widespread poor configuration of cloud services paired with increasingly sophisticated cyber criminals means the risk that governments, businesses, organizations, and consumers suffer from a successful cyberattack or data breach is on the rise.

Brought to you by the Transportation Policy Committee

9 A Transportation Safety Enhancement

Legislative Recommendation: *The LOC supports legislation that improves the overall safety of the transportation network in communities. The LOC will achieve this outcome by expanding authority for establishing fixed photo radar to all cities, increasing flexibility for local speed setting authority, and increased investment in the “safe routes to schools” and expansion of the “great streets” programs.*

Background: The City of Portland has demonstrated improved safety outcomes in neighborhoods with the addition of fixed photo radar along high-crash corridors. LOC’s efforts to expand the use of fixed photo radar to additional cities failed during the 2021 Session. ([HB 2019](#)) - High Crash Corridor for City of Unity) and ([HB 2530](#)) -Extending Fixed Photo Radar) were supported by the LOC, but lacked sufficient support from legislators to advance.

During the 2019 Session the LOC supported [SB 558](#), which would authorize a city to designate speed for a highway under the city’s jurisdiction that is five miles per hour lower than statutory speed when the highway is in a residential district and not an arterial highway. During the 2021 Session passage of [HB 3055](#) (Sect 81 (5)(g)) extended speed setting authority to highways within the jurisdictional boundaries of cities and Multnomah & Clackamas counties.

9 B Road User Fee – Vehicle Miles Traveled (VMT) Structure

Legislative Recommendation: *The LOC will support replacement of Oregon’s Gas Tax with a road impact fee structure that will capture added revenue from cities with local gas tax structure. The pricing structure should also maintain a weight-mile tax structure to make sure that there is an impact element of the fees paid for transportation infrastructure.*

Background: The LOC has historically advocated for a fee structure that more closely matches road usage. Gas tax revenues are a declining source of revenue due to enhanced mileage in new vehicles and the increase of electric vehicles on roads.

9 C New Mobility Services

Legislative Recommendation: *The LOC supports the entry and utilization of a variety of new mobility services that support a safe, sustainable, and equitable multimodal transportation system, while preserving local government's authority to regulate services and ensure public and consumer safety in communities.*

Background: The expansion of mobility services presents local governments with opportunities and challenges. Mobility services include Uber, Lyft, scooters, E-bikes, and food service delivery such as DoorDash, and UberEATS. Many cities across the country have initiated efforts to add regulatory oversight of these services to provide a base level of safety to consumers. Companies such as Uber and Lyft have tried to de-regulate their business model in states specifically introducing legislation that would pre-empt local governments to regulate and establish steps that protect their respective communities. The LOC has supported efforts during the 2019 session such as [HB 3379](#) and opposed efforts that pre-empted local governments such as HB 3023.

9 D Funding for Recovery of Abandoned Recreational Vehicles

Legislative Recommendation: *The LOC supports the formation of a recovery fund that cities could access for disposing of abandoned Recreational Vehicles (RV).*

Background: With the ongoing houseless and affordable housing crisis cities have experienced an increase in dumping of vehicles and RVs in neighborhoods, streets and the right-of-way. The costs associated with towing, recovery, and determining ownership has presented significant costs in some communities. Several cities are allocating hundreds of thousands of dollars to recover abandoned vehicles from streets, parks, private property, and other locations. Tow companies have expressed an interest in a recovery fund as well, since the companies must deal with storage and disposal of the vehicles, which presents several challenges.

Brought to you by the Water and Wastewater Policy Committee

10 A Water Utility Rate and Fund Assistance

Legislative Recommendation: *The LOC will collaborate with members of the bipartisan work group to continue the proposed legislative purpose of the Low-Income Household Water Assistance (LIHWA) program.*

Background: The LOC was successful during the 2021 legislative session in advocating for the development of a new water utility funding assistance program for ratepayers experiencing ongoing or recent economic hardships. The LOC worked with a bipartisan work group to pass legislation that formed the Low-Income Household Water Assistance (LIHWA) program which received federal funding for the

initial implementation through the Consolidated Appropriations Act of 2021 and the American Rescue Plan Act (ARPA) of 2021. The program was incredibly successful, but the federal funding that was allocated to the State of Oregon was already exhausted in some counties in the Spring of 2022.

The bipartisan workgroup's intent was to make this program a permanent program, with initial pilot funding provided by the federal government.

10 B Place-Based, Water Resource Planning (Program Support)

Legislative Recommendation: *The LOC will advocate for the funding needed to complete existing place-based planning efforts across the state and identify funding to continue the program for communities that require this support.*

Background: Oregon's water supply management issues have become exceedingly complex. Lack of adequate water supply and storage capacity to meet existing and future needs is an ongoing concern for many cities in Oregon and is a shared concern for other types of water users including agricultural, environmental, and industrial. The Legislature created a place-based planning pilot program in Oregon administered through the Oregon Water Resources Department that provides a framework and funding for local stakeholders to collaborate and develop solutions to address water needs within a watershed, basin, or groundwater area. The LOC Water & Wastewater Policy Committee recognized that while this funding is limited to specific geographic areas, they also recognized the importance of successfully completing these pilot efforts and conducting a detailed cost/benefit analysis. It is a critical step to demonstrate the benefits of this type of planning. If these local planning efforts prove to be successful, there will likely be future efforts to secure additional funding for other place-based planning projects across the state in 2022.

10 C Infrastructure Financing and Resilience

Legislative Recommendation: *The LOC will advocate for an increase in the state's investment in key infrastructure funding sources, including, but not limited to, the Special Public Works Fund (SPWF), Brownfield Redevelopment Fund, Regionally Significant Industrial Site loan program, and set asides through the SPWF for seismic resilience planning and related infrastructure improvements to make Oregon water and wastewater systems more resilient.*

Background: A key issue that most cities are facing is how to fund infrastructure improvements (both to maintain current and to build new). Increasing state resources in programs that provide access to lower rate loans and grants will assist cities in investing in vital infrastructure. An LOC survey of cities in 2016 identified a need of \$7.6 billion dollars over the next 20 years to cover water and wastewater infrastructure projects for the 120 cities who responded. This shows a significant reinvestment in the Special Public Works Fund (SPWF) is needed to help meet the needs of local governments.

MEMO



July 15, 2022

To: City Council

From: Mark Ottenad, Public/Government Affairs Director

cc: Bryan Cosgrove, City Manager
Amanda Guile-Hinman, City Attorney

RE: City Staff Recommendations for 2023 LOC Legislative Priorities Ballot

The following staff recommendations for City Council consideration regarding the 2023 LOC Legislative Priorities Ballot was developed during a multi-departmental, inter-disciplinary review that included:

- City Council's last adopted *2021-22 State Legislative Agenda* (Attachment 3),
- Prior City Council selection of 2021 LOC legislative priorities (Attachments 4 and 5),
- City Council discussions over the past year, and
- City staff review of current and pending legislative issues.

Many of the suggested LOC legislative priorities are worthy of consideration; however, some LOC priorities, such as marijuana tax revenues, do not apply to the City.

Summary of Recommendations for 2023 LOC Legislative Priorities Ballot

- Priority #1** 4. Community Development Policy Committee Recommendations
C. Infrastructure Funding to Support Needed Housing
- Priority #2** 6. Energy and Environment Policy Committee Recommendations
D. Adequate Funding for State Climate Initiatives
- Priority #3** 8. Telecommunications, Broadband Policy Committee Recommendations
B. Resilient, Futureproof Broadband Infrastructure and Planning Investment
- Priority #4** 8. Telecommunications, Broadband Policy Committee Recommendations
D. Cybersecurity and Privacy
- Priority #5** 10. Water and Wastewater Policy Committee Recommendations
C. Infrastructure Financing and Resilience

Note that these recommended priorities are *not* listed in priority order; rather they are listed in alphabetical order as itemized by the 2023 LOC Legislative Priorities Ballot, June 10, 2022.

Discussion of Recommendations

Over the decades, the State has gradually added more work for City staff to do to comply with new state laws. These requirements may be construed as a kind of unfunded mandate by the State to Local Governments, and occasionally but rarely are accompanied by funding to comply. The State is experiencing record-high revenues and surpluses over the past two years, due in large part to extensive federal funds and record income-tax revenues. Rarely in the past several decades has the State's potential funding for Local Governments been so great as it is now — and likely will not be again for some time.

Thus, the staff recommendations tend to focus on supporting priorities that emphasize lobbying the legislature for financial appropriations that support City Council priorities. Following is a more detailed review of each recommended 2023 LOC legislative priority.

Priority #1 4. Community Development Policy Committee Recommendations
C. Infrastructure Funding to Support Needed Housing

Legislative Concept: The LOC will support state funding for infrastructure needed to support needed housing.

Background: As Oregon works to overcome its historic housing supply deficit, development costs continue to rise. Cities have limited tools to address the rising costs of infrastructure necessary to support the impact of new housing development. A statewide fund to address infrastructure costs and improve housing affordability is needed.

Discussion: The City Council has spent considerable time reviewing and discussing housing policies, and various funding mechanisms to underwrite the cost of public infrastructure for residential development. The City has adopted SDCs and even supplemental SDCs, and utilized urban renewal/tax-increment financing and developer credits to fund residential infrastructure.

The City worked with the Office of Representative Courtney Neron (HD 26) to secure a \$1.95 million legislative appropriation in 2022 as gap financing to support ground-floor supportive commercial uses for the proposed Wilsonville Transit Center Affordable Housing project.

In July 2020, the City Council selected as one of four 2021 LOC legislative priorities “Expedited Siting for Shelter and Affordable Housing,” demonstrating Council’s interest in advancing shelter and affordable housing.

Priority #2 6. Energy and Environment Policy Committee Recommendations
D. Adequate Funding for State Climate Initiatives

LOC Legislative Recommendation: The LOC will support legislation to streamline processes and fully fund local implementation of climate mandates (like Climate Friendly and Equity Communities rules) from the state. Furthermore, the LOC will support legislation that allows the state to adequately maintain and staff programs that impact a city’s ability to reduce greenhouse gas emissions.

Background: On March 10, 2020, Governor Kate Brown signed Executive Order 20-04 directing state agencies to take action to reduce and regulate greenhouse gas emissions. Additionally, the state has legislatively passed many greenhouse gas reduction measures. This has led to some unfunded mandates on cities as well as a significant workload for agency staff.

Discussion: Both the legislatively mandated 2019 HB 2001 “Middle Housing” legislation and 2022 Climate Friendly and Equity Communities (CFEC) administrative rule-making process are requiring additional staff time and resources to comply with. While these are worthy programs, nothing is free; increased State support to local governments for compliance can make communities more whole.

Various local governments have developed or are working on Climate Strategies, including Metro and Clackamas County. State support to help more local governments including City could be beneficial to complying with State mandates and accelerate climate-smart planning on the local level.

Priority #3 8. Telecommunications, Broadband Policy Committee Recommendations
B. Resilient, Futureproof Broadband Infrastructure and Planning Investment

LOC Legislative Recommendation: The LOC will support legislation that will ensure broadband systems are built resiliently and futureproofed while also advocating for resources to help cities with broadband planning and technical assistance through direct grants and staff resources at the state level. The LOC will support legislation that addresses issues with the inconsistency of regulations applied to traditional and nontraditional telecommunications service as more entities move to a network based approach instead of what services are being provided. LOC will oppose any preemptions on local rights-of-ways, and municipalities right to own poles and become broadband service providers.

Background:

Broadband Planning and Technical Assistance

Most state and federal broadband infrastructure funding sources require that communities have a broadband strategic plan in place to qualify for funds. Unfortunately, many cities do not have the resources or staff capacity to complete comprehensive broadband strategic plans.

Resilient and Long-Term Systems

As broadband is continually being made a priority on the state and federal level, we must think strategically about how to build resilient long-term networks that will serve Oregonians now and into the future. Ways to ensure broadband is resilient may include investing in robust middle mile connections, ensuring redundancy and multiple providers in all areas, and undergrounding fiber instead of hanging it on poles.

Optional Local Incentives to Increase Broadband Deployment

All levels of government have identified broadband as a priority. However, there continue to be proposed mandates on local governments to deploy broadband services more quickly. Cities have a duty to manage rights-of-ways (ROW) on behalf of the public and need flexibility to adequately manage the ROW. Instead of mandates the state should focus its efforts on allowing cities the option to adopt incentives that could help streamline broadband deployment.

Regulatory Consistency Amidst Convergence

Historically, the standards and oversight policies for a specific technology were established independently and were not developed with merging or interoperability in mind. For example, telephony (when providing voice), cable TV (when providing video), and mobile cellular technologies each follow their respective standards, and these services were regulated by policies specific to each type.

Discussion: While the City does not have a Broadband strategy per se, the importance of high-speed/high-bandwidth Internet connectivity to society has been recognized by City Council.

In July 2020, the City Council selected as one of four 2021 LOC legislative priorities “Digital Equity and Inclusion,” demonstrating Council’s interest in advancing access to broadband Internet telecommunications.

During the 2021 legislative session when the State received a large infusion of federal funds for Broadband expansion statewide, the City supported along with LOC and others legislative efforts to improve Broadband connectivity that resulted in a \$120 million infusion into Business Oregon for Broadband expansion statewide, particularly in rural areas.

Also during the 2021 legislative session, the Cities of King City, Sherwood and Wilsonville were awarded a \$1.665 million legislative appropriation by the Offices of Senator Kim Thatcher (SD 13) and Representative Courtney Neron (HD 26) for Broadband expansion in all three cities utilizing the Sherwood Broadband Utility. Since the City did not have a Broadband strategy, staff had to act quickly to devise a grant proposal based on existing City plans.

LOC’s proposed legislative priority would seek State funds for local governments to develop broadband strategic plans, which could benefit Wilsonville. LOC also seeks to lift preemptions and allow cities the option to adopt incentives that could help streamline broadband deployment.

Priority #4 8. Telecommunications, Broadband Policy Committee Recommendations **D. Cybersecurity and Privacy**

LOC Legislative Recommendation: The LOC will support legislation that addresses privacy and cybersecurity for all that use technology, including but not limited to: funding for local government cybersecurity initiatives, statewide resources for cyber professionals, regulations of data privacy, or standards for software/hardware developers to meet to make their products more secure.

Background: Society is becoming more technologically reliant than ever before and that will only increase. With this increase of technology there is an increased risk

for cybercrimes. Therefore, cybersecurity and privacy systems must be taken seriously. Cybersecurity encompasses everything that pertains to protecting sensitive data, protected health information, personal information, intellectual property, data, and governmental and industry information systems from theft and damage attempted by criminals and adversaries.

Cybersecurity risk is increasing, not only because of global connectivity but also because of the reliance on cloud services to store sensitive data and personal information. Widespread poor configuration of cloud services paired with increasingly sophisticated cyber criminals means the risk that governments, businesses, organizations, and consumers suffer from a successful cyberattack or data breach is on the rise.

Discussion: This proposed legislative priority of Cybersecurity and Privacy follows along and accompanies the prior recommend priority #3 of 8B Resilient, Futureproof Broadband Infrastructure and Planning Investment. Expanding access to high-speed broadband technology also carries with it the risk of exposure to phishing, hacking and other cybersecurity threats.

The City's IT Department reports multiple cyber hacking attempts every day. News reports indicate that successful cyber break-ins have often resulted in payment of ransom to regain stolen or encrypted data.

Priority #5 10. Water and Wastewater Policy Committee Recommendations
C. Infrastructure Financing and Resilience

LOC Legislative Recommendation: The LOC will advocate for an increase in the state's investment in key infrastructure funding sources, including, but not limited to, the Special Public Works Fund (SPWF), Brownfield Redevelopment Fund, Regionally Significant Industrial Site loan program, and set asides through the SPWF for seismic resilience planning and related infrastructure improvements to make Oregon water and wastewater systems more resilient.

Background: A key issue that most cities are facing is how to fund infrastructure improvements (both to maintain current and to build new). Increasing state resources in programs that provide access to lower rate loans and grants will assist cities in investing in vital infrastructure. An LOC survey of cities in 2016 identified a need of \$7.6 billion dollars over the next 20 years to cover water and wastewater infrastructure projects for the 120 cities who responded. This shows a significant reinvestment in the Special Public Works Fund (SPWF) is needed to help meet the needs of local governments.

Discussion: As was noted in proposed Priority #1, the City Council has spent considerable time reviewing and discussing industrial infrastructure needs and various funding mechanisms to underwrite the cost of public infrastructure for industrial development, such as for the Coffee Creek Regionally Significant Industrial Area (RSIA). The City found that existing Business Oregon financing programs were not competitive with commercial financing. In this 'greenfield' development area, urban renewal/tax-increment financing was difficult to utilize without pre-existing taxable development until City obtained commercial-bank financing to fund the needed

initial infrastructure for the upgrade of Garden Acres Road and utilities to provide access to the industrial area.

The City previously worked with LOC, Metro, Port of Portland, OEDA and others to advance in 2013 the Oregon Industrial Site Readiness Program to provide low-interest or forgivable loans to local governments' State-designated Regional Significant Industrial Sites (RSIS) for the purpose of installing industrial infrastructure, including roads, sidewalks, water, wastewater, stormwater and similar utilities. Several technical issues were identified subsequently in 2014 by Business Oregon preventing implementation of the program; all of the proponents of the program got together again in 2017 to work with legislature to remedy issues. However, in subsequent legislative sessions due to tight State budgets, the legislature never appropriated funds for the program, which sunsets in 2023.

Now in 2022, multiple organizations are collaborating to lobby during the 2023 legislative session for a significant state infusion in the Industrial Site Readiness Program with the objective of creating "shovel-ready" industrial lands. Metropolitan Mayors Consortium (MMC), Oregon Economic Development Association (OEDA), Oregon Business and Industry (OBI), Greater Portland Inc (GPI) and others have started to develop a coalition seeking a significant legislative appropriation during a time of flush State revenues. A total of 11 jurisdictions around Oregon have applied to participate in the Industrial Site Readiness Program, with six receiving the RSIS designation; since no funds had been appropriated for the program, the City never applied to participate in the fundless program.

Background on City's Legislative Priorities

In January 2021, the City Council adopted an updated Wilsonville state legislative agenda for the 2021-22 session of the Oregon legislature. The City's legislative agenda provides staff and consultants with general policy guidance that may be used to evaluate individual pieces of legislation that address specific issues of concern. Staff are scheduled to present to the City Council in January 2023 a recommended City legislative agenda for the 2023-24 legislative session. Additionally, staff will work with Council to develop an accompanying set of Legislative Priorities that are more responsive to "off the moment" ad-hoc policy opportunities that may be outside of prior subject matter of prior City master plans and strategies, such as Broadband deployment.

In a similar manner, the LOC board adopts a legislative agenda that focuses resources on the key issues of concern to member cities. For the past three months, seven LOC policy committees have been working to identify and propose specific actions as part of the League's effort to develop a pro-active legislative agenda for the 2023-24 session. Each city is being asked to review the recommendations of the policy committees and provide input to the LOC Board of Directors by August 5 as the board prepares to adopt the League's 2023-24 legislative agenda.

LOC undertakes the Legislative Priorities exercise every two years in preparation for the upcoming session of the Oregon Legislative Assembly. In a similar manner, the City Council adopts a State Legislative Agenda for city priorities in relation to prospective state legislation.

The City has found that working closely with LOC staff on various legislative issues can produce successful results for the City or reduce potentially negative impacts of new laws. The City's legislative-affairs consultant, Greg Leo of The Leo Co., has established a mutually-beneficial, effective working relationship with LOC's intergovernmental relations associates, along with other public- and private-sector public-affairs consultants.



2021-22

State Legislative Agenda



Wilsonville City Council

Julie Fitzgerald, Mayor

Charlotte Lehan, Councilor

Ben West, Councilor

Kristin Akervall, Councilor

Joann Linville, Councilor

City Appointed Management

Bryan Cosgrove, City Manager

Barbara Jacobson, City Attorney

CITY OF WILSONVILLE, OREGON / SOUTH METRO AREA REGIONAL TRANSIT (SMART)

Mark Ottenad, Public/Government Affairs Director
503-570-1505; ottenad@ci.wilsonville.or.us

Greg Leo, Public Affairs Consultant, The Leo Co.
503-804-6391; greg@theleocompany.com

29799 SW Town Center Loop East
Wilsonville, OR 97070
www.ci.wilsonville.or.us



Acting on behalf of the residents and businesses of the City of Wilsonville and SMART, the City Council adopts this legislative agenda to guide municipal policy positions in the 2021-22 sessions of the 81st Oregon Legislative Assembly.

Wilsonville City Council, January 21, 2021



1. GOVERNANCE

■ Local Autonomy

1.1 The City of Wilsonville supports the home-rule autonomy of local governments and opposes efforts to preempt local-government authority to work on behalf of the city’s residents and businesses. The City seeks opportunities to restore municipal authority where it has previously been pre-empted by state law.

■ State Shared Revenues / Unfunded Mandates

1.2 The City of Wilsonville supports the State Shared Revenue formula and opposes efforts to shift service-costs from the State to local governments, often referred to as “unfunded mandates.” The City opposes efforts to reduce traditional “shared revenues,” which include alcoholic beverage and cigarette taxes and other state shared revenue that pay for essential local services.

2. TRANSPORTATION & TRANSIT INFRASTRUCTURE

■ Transportation

2.1 The City of Wilsonville supports multi-modal transportation options—including roadways, transit services and bike/ped alternatives—for residents, commuting workers and businesses.

2.2 The City of Wilsonville supports strategies and plans that maintain or increase the traffic-handling capacity of I-5 for the timely movement of freight and conduct of commerce, including the stretch of I-5 Boone Bridge crossing the Willamette River.

2.3 The City of Wilsonville supports increased funding by federal and state governments of public transportation infrastructure.

2.4 The City of Wilsonville supports efforts to re-open and maintain the operations of the Willamette Falls Locks and Canal.



■ Transit

2.5 The City of Wilsonville supports increased funding and access to increased transit services that provide residents and commuting workers with an affordable option for personal mobility.

2.6 The City of Wilsonville supports expanded Westside Express Service (WES) commuter rail transit service for full-day and Saturday service and extension of service to Salem.

3. ECONOMIC & COMMUNITY DEVELOPMENT

■ Land Use and Infrastructure Development

3.1 The City of Wilsonville supports sustainable, “smart-growth” concepts that include objectives such as walkable neighborhoods, compact urban development, the conservation of valuable resource lands and the protection of prime agricultural soils outside the urban growth boundary (UGB).

3.2 The City of Wilsonville supports Oregon land-use law that calls for intergovernmental coordination and urban-development activities to occur in cities—areas with municipal governance and supporting infrastructure—and opposes efforts to encourage activities outside of cities that result in urban-level development.



3.3 The City of Wilsonville supports initiatives that reclaim industrial “brownfield” sites in urban settings for productive re-use and that assists cities to develop existing industrial lands. These kinds of initiatives maximize the benefit from existing public resources and reduce the need for urban-growth boundary expansions to accommodate industrial development.

3.4 The City of Wilsonville supports the creation or extension of additional economic-development tools that cities may utilize as they wish, including implementing the Oregon Industrial Site Readiness Program that complies with current state law and making the state “Enterprise Zone” and similar designations available to more cities.

3.5 The City of Wilsonville supports efforts that encourage development of a broad mix of housing types for residents of all income levels. The City specifically advocates for funding of state agencies and local governments to advance affordable housing efforts and related infrastructure.

■ Workforce Development

3.6 The City of Wilsonville supports adequate funding for institutions of higher education in order to provide more comprehensive workforce development opportunities for future and current employees of industrial employers.

3.7 The City of Wilsonville supports efforts to improve the overall quality of K–12 education, and in particular to strengthen Science-Technology-Engineering-Math (STEM) education, as well as post-secondary education that prepare tomorrow’s workforce.

4. ENVIRONMENTAL IMPACT

4.1 The City of Wilsonville supports the protection of the environment and important natural resources for the benefit of human health, quality of life for citizens, recreational opportunities, and wildlife habitat.



FAST FACTS: City of Wilsonville & South Metro Area Regional Transit (SMART)

Population: One of Oregon's fastest growing cities

For the past 20 years, Wilsonville has been one of Oregon's fastest growing cities with population over 10,000. Wilsonville is now the state's 22nd largest city.

Jurisdiction	2000 Census	2020 PSU Est.	% Change
City of Wilsonville	13,991	25,915	85.2%
Portland metro region*	1,444,219	1,876,155	29.7%
State of Oregon	3,421,399	4,268,055	24.7%

* Clackamas, Multnomah and Washington Counties

SMART Transit: I-5 Corridor Public Transportation Service

South Metro Area Regional Transit (SMART) provides transit services six days per week for 300,000 riders composed of commuting workers and residents. SMART links with regional transit providers, including TriMet and WES (Westside Express Service) commuter trains, Salem Area Mass Transit District ("Cherriots") and Canby Area Transit (CAT), as well as providing in-town fixed-route and paratransit services.



Education & Workforce Development: In-Demand Skills Training

OregonTech Wilsonville is the Portland metro-area campus of the Oregon Institute of Technology (OIT), the state's premier university of advanced engineering and applied-technology studies. OregonTech Wilsonville works closely with the region's high-tech employers and area high schools to promote hands-on, practical Science-Technology-Engineering-Math (STEM) curriculum.

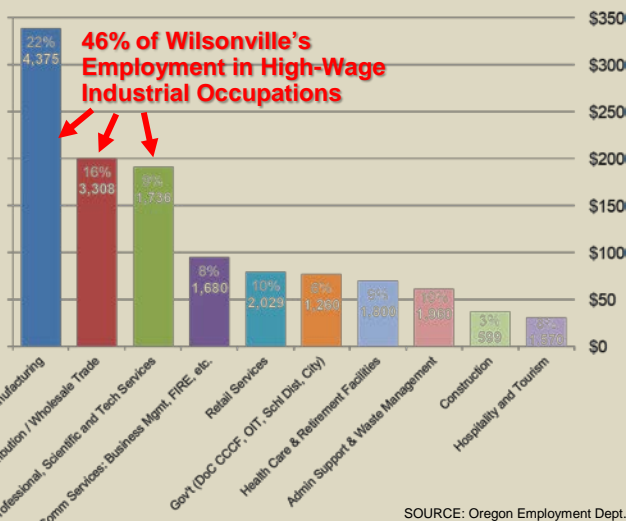


Clackamas Community College, Wilsonville Training Center Campus
West Linn-Wilsonville School District and Canby School District



Employment: Over 20,000 Jobs with \$1.1 Billion Direct Annual Payroll

Wilsonville's 1,080 businesses provide 20,317 full-time equivalent jobs, of which about half are in high-wage industrial occupations of manufacturing—primarily in high-tech and software engineering—wholesale distribution and professional services. Nine out of 10 employees commute to jobs in Wilsonville primarily from the Portland metro-area and North Willamette Valley, Canby, Woodburn and Salem/Keizer.



Total annual payroll in Wilsonville exceeds \$1.1 billion annually—an +80% increase since 2000—that generates a total direct/indirect regional economic-multiplier impact of over \$3.2 billion per year.

Top-10 Private-Sector Wilsonville Employers

Sorted descending by Number of Full-Time Equivalent (FTE) Jobs

Business	Type	Jobs
1. Siemens Mentor Graphics Corp.	Software	986
2. Xerox Corp.	Manufacturing	687
3. Sysco Food Services	Wholesale Dist.	545
4. Rockwell Collins	Manufacturing	475
5. Swire Coca-Cola USA	Mfg/Dist.	366
6. TE Medical Tyco Electronics Connectivity	Manufacturing	359
7. Costco Wholesale	Retail	292
8. Southern Wines & Spirits	Wholesale Dist.	283
9. Fred Meyer Stores	Retail	261
10. OptiMiM	Manufacturing	255



The Wilsonville SMART Transit Center serves as the TriMet Westside Express Service (WES) commuter rail train station that features a 400-car park-and-ride lot that can be expanded. Each WES train is met by SMART buses that whisk employees to the worksite within 10 minutes of arrival in Wilsonville providing key 'last-mile' public transit service.

Yellow highlight indicates LOC 2021 legislative priority aligned with City Council preferences.



LOC Board Approves 2021 Legislative Priorities

This week, the LOC Board unanimously adopted six legislative priorities for cities for the 2021 session. During the spring, a list of 26 priority issues was compiled by the LOC's seven policy committees, and these issues were ranked by the League's 241 member cities through a survey conducted over the summer. The following six issues received the most votes, and were adopted by the LOC Board:

1. **Mental Health Service Delivery** – this received support as a top priority from virtually every region in Oregon.
2. **COVID-19 Economic Recovery Investments** – while there have been recent investments to support small business, these resources have yet to meet current needs, and more resources will be needed to support long term economic recovery for Oregon's communities.
3. **Comprehensive Infrastructure Package** – this priority combines three ballot items: Infrastructure Financing and Resiliency, Broadband Infrastructure and Technical Assistance Funding, and Long-Term Transportation Infrastructure Funding. A comprehensive infrastructure package will help rebuild communities and the economy as we near the end of the COVID-19 pandemic.
4. **Property Tax Reform** – an important, long-standing priority for LOC members, and conversations for 2021 are already underway. To move this issue forward, the LOC will need to work with the business community and other local government partners to identify policy solutions and set the stage for real property tax reform to restore local choice, equity, fairness, and adequacy.
5. **Housing and Services Investment** – the LOC will support increased investments for affordable housing, homeless assistance, and related services, including funding for: shelter, homeless services, case management, rent assistance, the development and preservation of affordable housing, and permanent supportive housing.
6. **Water Utility and Rate Assistance** – unlike the energy utility sector, there are currently no state or federal assistance programs available to ratepayers who may be struggling to afford these utility services. While many municipalities provide funding for low-income utility assistance at the local level, there is a significant unmet need that has been made worse as a result of the economic impacts associated with COVID-19.

Organizational Policy

In addition, the LOC Board adopted an organizational policy that the LOC's government affairs team will use to screen and evaluate a variety of legislative concepts that may arise in 2021:

COVID-19 has impacted every Oregonian across the state, and because cities play a critical role in supporting their local economies and citizens, the LOC Board adopted an organizational priority that will continue to assert home rule authority and local control, urging the Legislature to respect cities' role in providing essential services to Oregonians. The LOC will advocate for the Legislature to recognize, respect and support cities in the state's efforts to respond to the unique needs of each community, and to avoid implementation of one-size-fits-all solutions. More specifically, cities across Oregon need legislative commitment to the following:

- **Avoiding unfunded mandates.** *During recent legislative sessions, our cities have been inundated with mandates that require them to take on additional work and shift priorities away from locally identified priorities to those that the state deems to be of greater importance.*
- **Preserving local decision-making and problem-solving authority.** *While local communities often face similar challenges, the solutions and tools necessary to address those challenges are rarely the same for each local community. What works in one city, may not work in another.*
- **Preserving local revenue streams.** *Local governments only have a few tools in their toolbox when it comes to sources that fund essential city services. While revenues have taken a hit from the COVID-19 pandemic and communities wait for the economy to bounce back, cities will start to rely more on the finite revenues from state shared revenues, franchise/ROW fees, lodging taxes, property taxes than before. Therefore, these revenue streams should be preserved at all costs.*
- **Serving in a supportive role to provide local tools and resources.** *We recognize that the state budget is severely constrained, and we are committed to recognizing this reality as we pursue legislative and programmatic investments. We ask that the state similarly recognize the budget realities of local governments and work to identify opportunities for targeted investments and tools to address needs at the local level.*
- **Avoiding shifting of additional costs onto local government partners.** *We are concerned that decreased general fund and lottery revenues could result in further shifting of state programmatic costs on local governments. This includes program funding that includes a split of general fund and fees that may be paid by local governments. Any increase in fees to support state programs should be accompanied by an equitable increase in general fund investment. Increased costs to local governments mean increased costs for our citizens, or further cuts to the services they rely on.*

More information can be found in the [legislative priority ballot](#) and legislative priority [survey results](#).

Contact: Jim McCauley, Legislative Director - jmccauley@orcities.org

Last Updated 8/21/20

Please mark 4 boxes with an X or check mark that reflects the top 4 issues that your city recommends be added to the priorities for the LOC’s 2021 legislative agenda.

City of: City of Wilsonville

Priorities determined by Wilsonville City Council at work session on July 20, 2020.

Legislation

A. Beer and Cider Tax Increase	
B. Broadband Infrastructure and Technical Assistance Funding	
C. Building (Reach) Code – Energy Efficiency Local Option	
D. COVID-19 Economic Recovery Investments	
E. Digital Equity and Inclusion	X
F. Expedited Siting for Shelter and Affordable Housing	X
G. Green Energy/Renewables – Expanded Local Option	
H. Housing and Services Investment	
I. Increased Budgetary Flexibility During Budgetary Emergency	
J. Infrastructure Financing and Resilience	
K. Local Climate Action Planning Resources	
L. Local Energy Generation Project Support	
M. Local Speed Setting Authority	
N. Long Term Transportation Infrastructure Funding	
O. Low-Income Energy Efficiency and Affordability Programs	
P. Marijuana Tax Local Rate Limitation Increase	
Q. Mental Health Service Delivery	X
R. Municipal Broadband and Municipal Pole Protection	
S. New Mobility Services	
T. Photo Enforcement Safety Cameras	
U. Property Tax Reform	
V. Reducing Wastewater Impacts from Wipes and Other “Non-Flushables”	
W. Right-of-way/Franchise Fees Authority Preservation	X
X. State Highway Funds Formula	
Y. Tort Liability Reform	
Z. Water Utility Rate and Fund Assistance	

In addition to your ranking of the priorities shown above, please use this space to provide us with any comments (supportive or critical) you may have on these issues, or thoughts on issues or potential legislative initiatives that have been overlooked during the committee process.):

- Support DEQ Drinking Water Services Division proposed funding request for in-state water-testing facility, develop water-utilities communications protocols regarding HABs (harmful algal blooms) and establish an ombudsman position to work directly with water utilities.
- Support Housing and Services Investment (Priority Item H) for increased investments for affordable housing, homeless assistance, and related services.
- Support Tort Liability Reform (Priority Item Y) that protects cities from tort liability.

Wilsonville City Council establishes legislative priorities with League of Oregon Cities

Corey Buchanan, Wilsonville Spokesman

Wednesday, July 22, 2020

<https://pamplinmedia.com/wsp/134-news/474530-383630-wilsonville-city-council-establishes-legislative-priorities-with-league-of-oregon-cities>

Housing, mental health, franchise fees and technological access among the council's wish list

Presented with 26 options in a survey conducted by the League of Oregon Cities, Wilsonville City Council determined that housing, mental health services, technological access and franchise-fee authority are top legislative priorities during a work session Monday, July 20.

The LOC is surveying cities to gauge what local jurisdictions want the Legislature to address. It will then use the results to establish a legislative agenda and lobby for the enactment of policies preferred by cities during the 2021 legislative session.

Though it wasn't initially included as one of the four priorities, Councilor Joann Linville advocated for the imperative to expand technological access for diverse populations — and the rest of the council other than Councilor Ben West agreed.

The LOC said it will "partner with schools, healthcare, and other stakeholders to ensure technologies are relevant, available, affordable, and accessible," through this objective.

Linville noted that the COVID-19 pandemic has exacerbated inequality among socioeconomic groups when it comes to access to technologies, which are needed for schooling, healthcare and other services.

"If we're talking about statewide issues, it's a crisis that's got to be addressed pretty soon. I also think there's a possibility there might be federal money coming down that could assist with this," she said.

West wanted to keep the priority to invest in housing and services but the council chose to include support for that objective as a note in its response letter rather than as one of its four recommendations. Part of the council's rationale for this decision was that it already included an item to expedite the siting for shelter and affordable housing.

Ideas LOC posited in this category include mirroring a California law requiring cities and counties to accommodate the need for emergency shelters without a conditional use permit and to "treat transitional and supportive housing projects as a residential use of property."

"This priority will empower cities and counties to proactively introduce alternative legislation, similar to existing statute in California, which requires jurisdictions to identify places where shelters can locate instead of mandating that jurisdictions allow shelters to be sited anywhere," the LOC writes.

In another top-four item, the city established that it wants to maintain authority to issue franchise fees and right-of-way access fees to telecommunications providers and other companies. The city has long held protecting local policy authority as a goal and this objective falls within that spectrum.

"Efforts to restrict local authority often include proposals for a statewide right-of-way access policy and compensation system as well as limiting the ability of cities to charge fees of other government entities," the LOC wrote. "This is contrary to local government management authority; the ability to enter into agreements with users of the right-of-way either by agreement/contract or ordinance; to set terms of right-of-way use and to set the rate of compensation."

The objective regarding the delivery of mental health services includes an investment in beds for mental health patients, jail diversion for people with mental illness, raising the price of low-cost and high-volume alcohol, and increasing mental healthcare access, among other things.

Unlike in 2019, the city did not include investing in infrastructure projects as a priority. This omission, according to Public Affairs Director Mark Ottenad and lobbyist Greg Leo, was due to the unlikelihood of major public infrastructure investments because of revenue shortfalls caused by the COVID-19 pandemic, and because of the way the item was written.

Still, Knapp felt the city should take a more optimistic view and Ottenad assured him that the city would be ready should such an opportunity arise. Notably, the Wilsonville government has tried for years to lobby the Legislature to build an auxiliary lane at the I-5 bottleneck near the Boone Bridge. So far the state has committed to conducting a cost-to-complete study for the project, which it needs to complete by next February.

"I guess I would like to be more of an optimist to think if there's an administrative change late this year that there might be significant investment in transportation, and I only don't want to be caught flat-footed with nothing prepared if we get into that scenario that might be more of a rosy outlook," Knapp said.

CITY COUNCIL ROLLING SCHEDULE
Board and Commission Meetings
Items known as of 07/21/22

August

Date	Day	Time	Event	Location
8/22	Monday	6:30 p.m.	DRB Panel B	Council Chambers
8/24	Wednesday	6:30 p.m.	Library Board Meeting	Library

September

Date	Day	Time	Event	Location
9/5	Monday		Office Closed – Labor Day	
9/6	Tuesday	5:00 p.m.	Municipal Traffic Court	City Hall
9/8	Thursday	7:00 p.m.	City Council Meeting	City Hall
9/12	Monday	6:30 p.m.	DRB Panel A	Council Chambers
9/13	Tuesday	6:00 p.m.	Diversity, Equity and Inclusion Committee	City Hall
9/14	Wednesday	6:00 p.m.	Planning Commission	City Hall
9/15	Thursday	6:30 pm	Wilsonville – Metro Community Enhancement Committee	City Hall
9/19	Monday	5:00 p.m.	Executive Session & Work Session	City Hall
9/19	Monday	7:00 p.m.	City Council Meeting	City Hall
9/20	Tuesday	5:00 pm	Municipal Traffic Court	City Hall
9/26	Monday	6:30 p.m.	DRB Panel B	Council Chambers
9/28	Wednesday	6:30 p.m.	Library Board Meeting	Library

Community Events:

6/1–8/31 Summer Reading Program

6/1–8/23 Candidate filing declaration period of candidacy or nominating petition for office

- 8/16** Mad Science – In the Garden Camp, 9:00 am, Tauchman House
 Quilters, 9:00 am, Tauchman House
 Crafter’s Camp, 9:00 am, Mary S. Young Park, (West Linn)
 Ukulele Jam, 9:00 am, Parks & Rec Admin Bldg.
 DHS Drop-In Assistance, 10:00 am, Public Library
 Watercolor: Through Artist Eyes, 10:10 am, Community Center
 Mad Science – Micro-Scientists Camp, 1:00 pm, Tauchman House
 VR Fitness – Beat Saber, 1:00 pm, Community Center
 Beginning Tai Chi, 2:00 pm, Community Center
 Learn Tarot, 6:30 pm, Public Library
 Gentle Flow Yoga, 7:15 pm, Community Center

- 8/17** Healthy Bones and Balance, 8:30 am, Community Center
 Mad Science – In the Garden Camp, 9:00 am, Tauchman House
 Crafter’s Camp, 9:00 am, Mary S. Young Park, (West Linn)
 Advance Healthy Bones and Balance, 9:30, Community Center
 Digital Photography, 10:00 am, Community Center
 Lunch at the Community Center, 12:00 pm, Community Center
 Mad Science – Micro-Scientists Camp, 1:00 pm, Tauchman House
 Pinochle/Cribbage, 1:00 pm, Community Center
 Bingo, 1:00 pm, Community Center
- 8/18** Mad Science – In the Garden Camp, 9:00 am, Tauchman House
 Crafter’s Camp, 9:00 am, Mary S. Young Park, (West Linn)
 Mad Science – Micro-Scientists Camp, 1:00 pm, Tauchman House
 Ladies Afternoon Out, 1:00 pm, Community Center
 Beginning Tai Chi, 2:00 pm, Community Center
 Restorative Yoga, 5:30 pm, Community Center
- 8/19** Healthy Bones and Balance, 8:30 am, Community Center
 Mad Science – In the Garden Camp, 9:00 am, Tauchman House
 Crafter’s Camp, 9:00 am, Mary S. Young Park, (West Linn)
 Advance Healthy Bones and Balance, 9:30, Community Center
 Blood Drive, 10:00 am, Public Library
 Lunch at the Community Center, 12:00 pm, Community Center
 Mexican Train Dominoes, 1:00 pm, Community Center
 Mad Science – Micro-Scientists Camp, 1:00 pm, Tauchman House
 Movie in the Park – “The Goonies”, 8:45 pm, Town Center Park
- 8/20** Soccer Shots, 9:00 am, Memorial Park
- 8/22** Healthy Bones and Balance, 8:30 am, Community Center
 YMCA – Stop Motion Animation Camp, 9:00 am, Tauchman House
 YMCA – Soccer Camp, 9:00 am, Memorial Park Basketball Court
- 8/22** Intro to Wilderness Survival Camp, 9:00 am, Mary S. Young Park, (West Linn)
 Advanced Wilderness Survival Camp, 9:00 am, Mary S. Young Park, (West Linn)
 Advance Healthy Bones and Balance, 9:30, Community Center
 Body Sculpt, 10:00 am, Memorial Park – River Shelter
 Bridge Group, 1:00 pm, Community Center
 Body Sculpt, 6:00 pm, Memorial Park – River Shelter
 Parenting the Love and Logic Way, 6:00 pm, Parks & Rec Admin Bldg.
- 8/23** YMCA – Stop Motion Animation Camp, 9:00 am, Tauchman House
 YMCA – Soccer Camp, 9:00 am, Memorial Park Basketball Court
 Intro to Wilderness Survival Camp, 9:00 am, Mary S. Young Park, (West Linn)
 Crafter’s Camp, 9:00 am, Mary S. Young Park, (West Linn)
 Ukulele Jam, 9:00 am, Parks & Rec Admin Bldg.
 DHS Drop-In Assistance, 10:00 am, Public Library
 VR Fitness – Beat Saber, 1:00 pm, Community Center
 Beginning Tai Chi, 2:00 pm, Community Center
 Gentle Flow Yoga, 7:15 pm, Community Center

- 8/24** Healthy Bones and Balance, 8:30 am, Community Center
 YMCA – Stop Motion Animation Camp, 9:00 am, Tauchman House
 YMCA – Soccer Camp, 9:00 am, Memorial Park Basketball Court
 Intro to Wilderness Survival Camp, 9:00 am, Mary S. Young Park, (West Linn)
 Advance Healthy Bones and Balance, 9:30, Community Center
 Digital Photography, 10:00 am, Community Center
 Lunch at the Community Center, 12:00 pm, Community Center
 Pinochle/Cribbage, 1:00 pm, Community Center
- 8/25** YMCA – Stop Motion Animation Camp, 9:00 am, Tauchman House
 YMCA – Soccer Camp, 9:00 am, Memorial Park Basketball Court
 Intro to Wilderness Survival Camp, 9:00 am, Mary S. Young Park, (West Linn)
 Ladies Afternoon Out, 1:00 pm, Community Center
 Beginning Tai Chi, 2:00 pm, Community Center
 Community Block Party, 5:30 pm, Town Center Park
 Restorative Yoga, 5:30 pm, Community Center
- 8/26** Healthy Bones and Balance, 8:30 am, Community Center
 YMCA – Stop Motion Animation Camp, 9:00 am, Tauchman House
 YMCA – Soccer Camp, 9:00 am, Memorial Park Basketball Court
 Intro to Wilderness Survival Camp, 9:00 am, Mary S. Young Park, (West Linn)
 Advance Healthy Bones and Balance, 9:30, Community Center
 Lunch at the Community Center, 12:00 pm, Community Center
 Mexican Train Dominoes, 1:00 pm, Community Center
- 8/27** Soccer Shots, 9:00 am, Memorial Park
 Reading the Holocaust, 1:00 pm, Public Library – Oak Room
- 8/29** Healthy Bones and Balance, 8:30 am, Community Center
 Advance Healthy Bones and Balance, 9:30, Community Center
 Body Sculpt, 10:00 am, Memorial Park – River Shelter
 Bridge Group, 1:00 pm, Community Center
 Body Sculpt, 6:00 pm, Memorial Park – River Shelter
 Parenting the Love and Logic Way, 6:00 pm, Parks & Rec Admin Bldg.
- 8/30** Quilters, 9:00 am, Tauchman House
 Ukulele Jam, 9:00 am, Parks & Rec Admin Bldg.
 DHS Drop-In Assistance, 10:00 am, Public Library
 VR Fitness – Beat Saber, 1:00 pm, Community Center
 Gentle Flow Yoga, 7:15 pm, Community Center
- 8/31** Digital Photography, 10:00 am, Community Center
 Lunch at the Community Center, 12:00 pm, Community Center
 Pinochle/Cribbage, 1:00 pm, Community Center



**CITY COUNCIL MEETING
STAFF REPORT**

Meeting Date: August 1, 2022		Subject: Resolution No. 2988 Authorizing the City Manager to execute a construction contract with Emerick Construction Company for construction of the Public Works Complex Project (Capital Improvement Project #8113) Staff Member: Delora Kerber, Public Works Director Department: Public Works	
Action Required		Advisory Board/Commission Recommendation	
<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input checked="" type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable Comments: N/A	
Staff Recommendation: Staff recommends Council adopt the Consent Agenda.			
Recommended Language for Motion: I move to approve the Consent Agenda.			
Project / Issue Relates To:			
<input type="checkbox"/> Council Goals/Priorities:	<input checked="" type="checkbox"/> Adopted Master Plan(s): 2015 Facilities Master Plan Resolution No. 2526	<input type="checkbox"/> Not Applicable	

ISSUE BEFORE COUNCIL:

City of Wilsonville Resolution approving the public bid process, accepting the lowest responsible bidder, and awarding a construction contract to Emerick Construction Company in the amount of \$19,700,000.00 for the construction of the Public Works Complex Project (CIP#8113).

EXECUTIVE SUMMARY:

The Public Works Complex project (CIP#8113) is a top priority project in the City's 2015 Facilities Master Plan. The new seismically resilient Public Works Complex will consolidate the office, warehouse storage and equipment yard functions on a designated secure property. A site map for this project is included in Attachment 1.

Selection of a Contractor team for construction of this project was a two-step process. The first step was an evaluation of submitted qualifications by the evaluation committee to create a short-list of most qualified contractor teams. The second step was inviting the short-list of most qualified Contractor teams to participate in Request for Bids for the Public Works Complex project.

Request for qualifications for construction services occurred in the Daily Journal of Commerce and the City's website on May 4, 2022. On May 24, 2022, the City received six statements of qualifications from potential bidders. After review and scoring by the evaluation team, three companies were invited to submit bids for this project.

On July 7, 2022 at 2 pm, the City received three sealed bids from the most qualified Contractor teams, which were then individually opened and separately read aloud. Upon initial review, all bids were deemed to be complete. The list of bidders and their respective bids are in Attachment 2.

As part of the bidding process, within two hours of the date and time of the deadline when bids are due, the bidders must submit a disclosure of first-tier subcontractors who contract value is equal or greater than \$350,000.

Per ORS 279C.370, the City must reject a Bid if the Bidder fails to disclose information about certain first-tier subcontractors when the contract value for a Public Improvement is greater than \$100,000.

At 4 pm on July 7, 2022, the Contractor team with initial apparent low bid did not submit their First-tier disclosure form thereby was not responsive and could not be considered for contract award.

The next lowest and responsible Bid was from Emerick Construction Company in the amount of \$19,700,000.00.

On January 20, 2022, City Council approved Resolutions #2947, #2948, and #2949, authorizing the financing for the Public Works Complex project with a total project budget of \$22,550,000.

While the overall project is within budget, the project team is actively working to identify potential project savings.

EXPECTED RESULTS:

A successful Public Works Complex project will: address the current and future needs of the Public Works Department; improve efficiency through consolidation, organization, and layout; provide adequate shop space, office space, meeting rooms, breakrooms, locker and shower areas, vehicles, equipment and materials storage, disposal areas and parking; incorporate sustainability and green energy technology; and meet seismic risk category IV.

TIMELINE:

Construction of the Public Works Complex will take approximately 16 months and will be completed early 2024.

CURRENT YEAR BUDGET IMPACTS:

FY 22/23 budget includes \$15,850,000 for the construction of this project. The remaining funding will be included in the FY 23/24 budget.

COMMUNITY INVOLVEMENT PROCESS:

Not Applicable.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

The Public Works Complex will provide better efficiency of operations for our community by consolidating the various Public Works functions in one location

ALTERNATIVES:

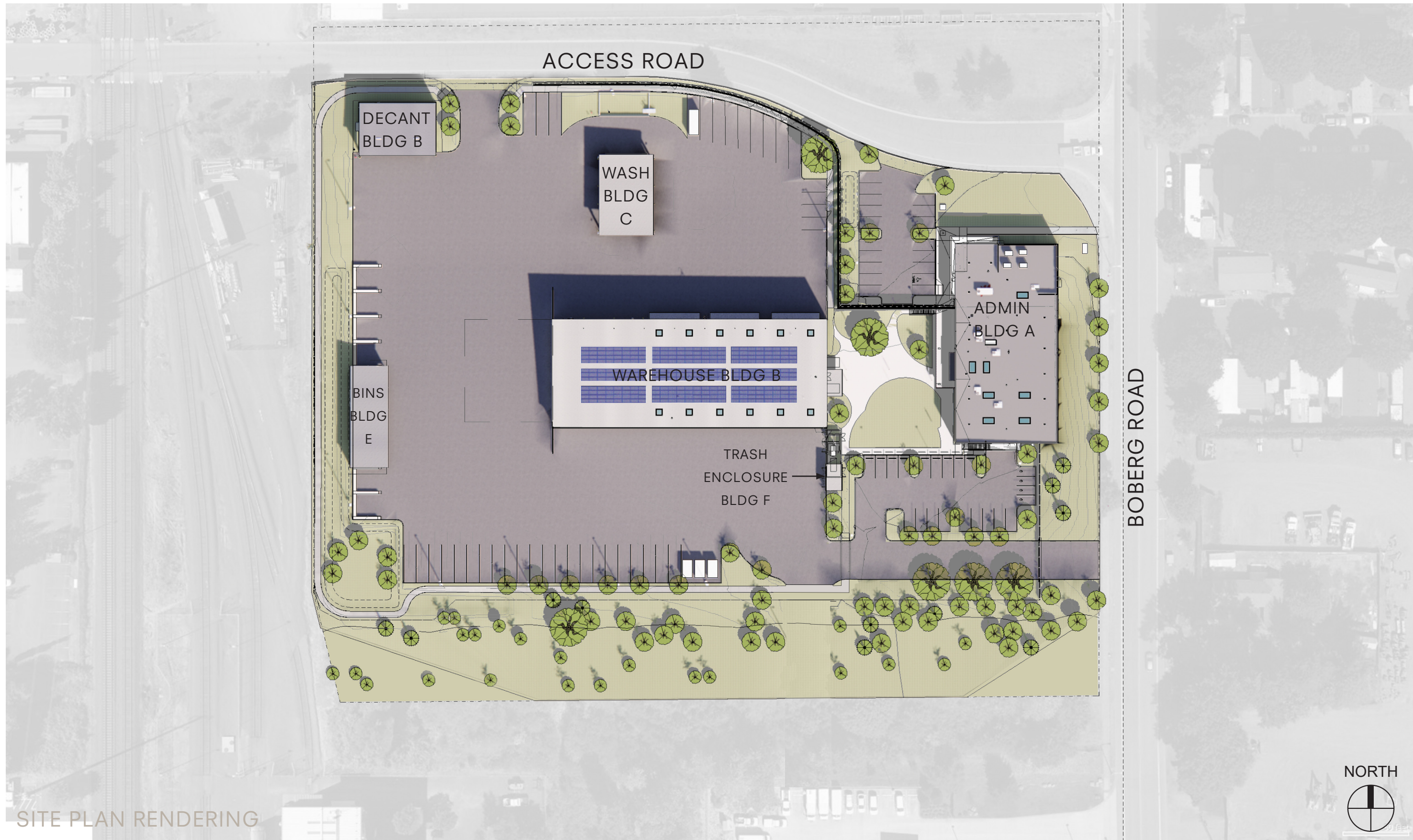
Reject the contract with Emerick Construction Company and re-bid services to construct the Public Works Complex.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Project Site Map
2. Bid Summary
3. Resolution No. 2988
 - A. AIA Document A101- 2017, Standard Form of Agreement Between Owner and Contractor
 - B. AIA Document A201- 2017, General Conditions of the Contract for Construction



PUBLIC WORKS COMPLEX

BID SUMMARY



Project Name: Public Works Complex

CIP #: 8113

Bid Opening Date & Time: July 7, 2022 @ 2:00 PM

File #:

Engineer's Estimate: \$19,000,000

Order Opened	Bidder Name	Proposal Complete						Bid Security (5%) (Sect 00 43 13)		Bid Amount	Bid Rank	First Tier Disclosure (by 4PM)
		Resident Bidder (Sect 1.8)	Non-Discrimination (Sect 1.9)	Non-Collusion (Sect 1.10)	Proposal Signed	Addendums (1 thru 5)	Bid Form Complete	Amount	Type			
1	Bremik Construction	Y	Y	Y	Y	Y	Y	\$ 919,225.00	Bond	\$ 18,384,500.00	1	*DQ
2	Emerick Construction	Y	Y	Y	Y	Y	Y	\$ 985,000.00	Bond	\$ 19,700,000.00	2	Y
3	P & C Construction	Y	Y	Y	Y	Y	Y	\$ 1,089,500.00	Bond	\$ 21,790,000.00	3	

*DQ - Bid was deemed to be non-responsive for failure to submit required First Tier Contractor form.

RESOLUTION NO. 2988

A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSTRUCTION CONTRACT WITH EMERICK CONSTRUCTION COMPANY FOR CONSTRUCTION OF THE PUBLIC WORKS OPERATIONS COMPLEX PROJECT (CAPITAL IMPROVEMENT PROJECT #8113).

WHEREAS, the City has planned, designed and budgeted for completion of Capital Improvement Project #8113, known as Public Works Complex Project (the Project); and

WHEREAS, the City solicited qualifications and sealed bids from qualified contractors for the Project that duly followed the State of Oregon Public Contracting Rules and the City of Wilsonville Municipal Code; and

WHEREAS, three bids were received and opened on July 7, 2022, and Emerick Construction Company submitted a bid of \$19,700,000.00 for the Project, which was subsequently evaluated as the lowest responsive and responsible bid.

NOW, THEREFORE, THE CITY OF WILSONVILLE RESOLVES AS FOLLOWS:

Section 1. The procurement process for the Project duly followed Oregon Public Contracting Rules, and Emerick Construction Company submitted the lowest responsive and responsible bid.

Section 2. The City of Wilsonville, acting as the Local Contract Review Board, authorizes the City Manager to enter into and execute, on behalf of the City of Wilsonville, a Construction Contract with Emerick Construction Company for a stated value of \$19,700,000.00 in substantially the form as attached hereto as Exhibit A and B.

Section 3. Effective Date. This Resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 1st day of August, 2022, and filed with the Wilsonville City Recorder this date.

JULIE FITZGERALD, MAYOR

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Fitzgerald

Council President Akervall

Councilor Lehan

Councilor West

Councilor Linville

EXHIBITS:

- A. AIA Document A101- 2017, Standard Form of Agreement Between Owner and Contractor
- B. AIA Document A201- 2017, General Conditions of the Contract for Construction

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 1st day of August in the year 2022
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Wilsonville Public Works Department
30000 SW Town Center Loop East
Wilsonville, OR 97070

and the Contractor:
(Name, legal status, address and other information)

Emerick Construction Company
7855 SW Mohawk Street
Tualatin, OR 97062

for the following Project:
(Name, location and detailed description)

City of Wilsonville Capital Improvement Project #8113
28601 SW Boberg Rd
Wilsonville, OR 97070

The Architect:
(Name, legal status, address and other information)

Scott|Edwards Architecture, L.L.P.
2525 E Burnside Street
Portland, OR 97214
T: 503-226-3617

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

The Owner and Contractor agree as follows.

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TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS**
- 2 THE WORK OF THIS CONTRACT**
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- 4 CONTRACT SUM**
- 5 PAYMENTS**
- 6 DISPUTE RESOLUTION**
- 7 TERMINATION OR SUSPENSION**
- 8 MISCELLANEOUS PROVISIONS**
- 9 ENUMERATION OF CONTRACT DOCUMENTS**

EXHIBIT A INSURANCE AND BONDS**ARTICLE 1 THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others. The Work shall also include maintaining in good order and marked currently two (2) sets of Record Documents (or "as-builts") to precisely record locations of systems not limited to structural members, plumbing, electrical, communications, HVAC, and other utilities whose location will be difficult to determine after completion, as well as field changes and selections either not shown on the Drawings and Specifications or constructed at locations different than specified in the Drawings and Specifications. Contractor shall demonstrate compliance with this requirement upon every application for payment. Contractor shall deliver both sets prior to and as a condition of Final Completion.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall
(*Paragraph Deleted*)

be fourteen calendar days from Contract Execution.

(*Paragraphs Deleted*)

§ 3.2 The Contract Time shall be measured from the date of NTP.

§ 3.3 Substantial Completion and Final Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

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(Paragraphs Deleted)

[X] By the following date:
Monday December 11, 2023

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
To Be Determined Upon Negotiation	

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3.1, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

§ 3.3.4 Contractor shall be responsible for posting and recording Notices of Substantial Completion for the Work in accordance with ORS 87.045 within 3 days of the Architect certifying Substantial Completion.

§ 3.3.5 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Final Completion of the entire Work not later than 45 calendar days after substantial completion:

[X] By the following date: Thursday, January 25, 2024

§ 3.3.6 If the Contractor fails to achieve Final Completion as provided in this Section 3.3.5, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be Nineteen million seven hundred thousand dollars and zero cents (\$ 19,700,000.00), subject to additions and deductions as provided in the Contract Documents. Award of this Contract is subject to budget appropriation. Funds are approved for Fiscal Year 2022-23. If not completed within this fiscal year, funds may not be appropriated for the next fiscal year. Owner has the right to terminate the Contract early pursuant to Article 14 of AIA Document A201–2017.

§ 4.2
§ 4.2.1

(Table Deleted)

§ 4.2.2

(Paragraph Deleted)

(Table Deleted)

§ 4.3

(Paragraph Deleted)

Item	Price
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§ 4.4

§ 4.5 Liquidated Damages

Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss and public detriment if the Work is not substantially completed or fully completed within the time specified in the Contract Documents, plus any extensions thereof granted, in writing, in accordance with the Contract Documents. Both parties also recognize the delays, expenses, and difficulties involved in proving in a legal proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that, as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner the amounts listed below for each and every day that expires after the time specified for Substantial and Final Completion:

§ 4.5.1 Liquidated Damages for Failure to Meet Substantial Completion Date: \$500 per day.
(Table Deleted)

§ 4.5.2 Liquidated

Damages for Failure to Meet Final Completion Date: \$1,000 per day.

(Paragraphs Deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 28th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 10th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than fifteen (15) days after the Architect receives the Application for Payment.

(Paragraph Deleted)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.4.1 As a condition of each progress and the final payment, Contractor shall provide to Owner in a form acceptable to Owner partial and final releases and waivers of claims from Contractor, each subcontractor, and every material or equipment supplier on whose labor or materials any part of the pay request is based. The releases will apply to all work performed through the payment date and may be conditional upon payment of the amount of the pay request.

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§ 5.1.5 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.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum 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 Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due: five (5) percent.

(Paragraph Deleted)

§ 5.1.7.1.1 The following items are not subject to retainage:

(Paragraph Deleted)

To be determined subject to negotiation

§ 5.1.7.2

(Paragraph Deleted)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include a request for return of retainage in excess of 50% of the full retainage amount.

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

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§ 5.1.9 Except with the Owner’s prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final Payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond Final Payment; and
- .2 a final Certificate for Payment has been issued by the Architect; and
- .3 the conditions for Final Payment specified in the General Conditions Article 9.10.2 have been satisfied including but not limited to an affidavit from Contractor that all indebtedness related to the Work has been paid, evidence that insurance will remain in effect, consent of any surety, and final and complete releases and waivers of claim from Contractor, all subcontractors, and all material and equipment suppliers.

§

5.2.2 Provided that the conditions set forth in 5.2.1 are met, the Owner’s Final Payment to the Contractor shall be made Forty (40) days after Final Completion.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(Paragraph Deleted)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Paragraphs Deleted)

[X] Litigation in Clackamas County Circuit Court, Clackamas County, Oregon. The parties agree that jurisdiction and venue for any dispute will be in Clackamas County Circuit Court. The Contract Documents shall be construed in accordance with and governed by the laws of the State of Oregon, regardless of any conflicts of laws.

(Paragraph Deleted)

§ 6.3 Equitable Relief

Notwithstanding the foregoing, the Owner may undertake an action pursuant to ORS 30.315, and other equitable relief, including but not limited to restraining order, or injunctive relief without seeking mediation or other binding dispute resolution. Jurisdiction and venue for any equitable relief will be in Clackamas County Circuit Court.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

(Paragraphs Deleted)

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§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Cumming Management Group, Inc (dba PlanB Consultancy)
696 McVey Avenue, Suite 202, Lake Oswego, OR 97034

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

Emerick Construction Company
7855 SW Mohawk Street
Tualatin, OR 97062

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior written notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Contractor shall purchase and maintain insurance as set forth in AIA Document A201™–2017, General Conditions of the Contract of Construction, Article 11, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed.

§ 8.7 Other provisions:

§ 8.7.1 **Integration.** The Contract Documents contain the entire and integrated agreement between the parties and supersedes all prior written or oral discussions, representations, or agreements. In case of conflict among these or any other documents, the provisions of this Contract shall control, and the terms most favorable to the Owner, within the Owner's sole discretion, will apply.

§ 8.7.2 **Legal Effect and Assignment.** This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns. This Contract may be enforced by an action at law or in equity.

§ 8.7.3 **No Assignment.** Contractor may not assign this Contract, nor delegate the performance of any obligations hereunder, unless agreed to in advance and in writing by the Owner.

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§ 8.7.4 Adherence to Law. This Contract shall be subject to, and Contractor shall adhere to, all applicable federal, state, and local laws (including the Wilsonville Code and Public Works Standards), including but not limited to laws, rules, regulations, and policies concerning employer and employee relationships, workers compensation, and minimum and prevailing wage requirements. Any certificates, licenses, or permits that Contractor is required by law to obtain or maintain in order to perform the Work described in this Contract shall be obtained and maintained throughout the term of this Contract.

§ 8.7.5 Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Oregon, regardless of any conflicts of laws. All contractual provisions required by ORS Chapters 279A, 279B, 279C, and related Oregon Administrative Rules to be included in public agreements are hereby incorporated by reference and shall become a part of this Agreement as if fully set forth herein.

§ 8.7.6

§ 8.7.7 Nonwaiver. *Failure by either party at any time to require performance by the other party of any of the provisions of this Contract shall in no way affect the party's rights hereunder to enforce the same, nor shall any waiver by the party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this non-waiver clause.*

§ 8.7.8 Severability. If any provision of this Contract is found to be void or unenforceable to any extent, it is the intent of the parties that the rest of the Contract shall remain in full force and effect, to the greatest extent allowed by law.

§ 8.7.9 Time of the Essence. Time is expressly made of the essence in the performance of this Contract.

§ 8.7.10 Calculation of Time. Except where the reference is to business days, all periods of time referred to herein shall include Saturdays, Sundays, and legal holidays in the State of Oregon, except that if the last day of any period falls on any Saturday, Sunday, or legal holiday observed by the City, the period shall be extended to include the next day which is not a Saturday, Sunday, or legal holiday. Where the reference is to business days, periods of time referred to herein shall exclude Saturdays, Sundays, and legal holidays observed by the City. Whenever a time period is set forth in days in this Contract, the first day from which the designated period of time begins to run shall not be included.

§ 8.7.11 Delivery of Notices. Any Notice(s) required or permitted under the Contract Documents shall be deemed received when delivered in person, delivered by electronic mail, or seventy-two (72) hours after deposit with the United States Postal Service.

§ 8.7.12 Headings. Any titles of the sections of this Contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

§ 8.7.13 Number, Gender and Captions. In construing this Contract, it is understood that, if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that, generally, all grammatical changes shall be made, assumed, and implied to individuals and/or corporations and partnerships. All captions and paragraph headings used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this Contract.

§ 8.7.14 Good Faith and Reasonableness. The parties intend that the obligations of good faith and fair dealing apply to this Contract generally and that no negative inferences be drawn by the absence of an explicit obligation to be reasonable in any portion of this Contract. The obligation to be reasonable shall only be negated if arbitrariness is clearly and explicitly permitted as to the specific item in question, such as in the case of where this Contract gives the Owner "sole discretion" or the Owner is allowed to make a decision in its "sole judgment."

§ 8.7.15 Force Majeure. Contractor will not be responsible for liquidated damages or be deemed to be in default by reason of delays in performance due to circumstances beyond Contractor's reasonable control, including but not limited to strikes, lockouts, severe acts of nature, or actions of unrelated third parties not under Contractor's direction and control that would preclude any reasonable Contractor from performing the Work. In the case of the happening of any Force Majeure event, the time for completion of the Work will be extended accordingly and

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proportionately by the Owner, in writing. Poor weather conditions, lack of labor, supplies, materials, or the cost of any of the foregoing shall not be deemed a Force Majeure event.

§ 8.7.16 Other Necessary Acts. Each party shall execute and deliver to the other all such further instruments and documents as may be reasonably necessary to carry out this Contract in order to provide and secure to the other parties the full and complete enjoyment of rights and privileges hereunder.

§ 8.7.17 Interpretation. As a further condition of this Contract, the Owner and Contractor acknowledge that this Contract shall be deemed and construed to have been prepared mutually by each party and it shall be expressly agreed that any uncertainty or ambiguity existing therein shall not be construed against any party. In the event that any party shall take an action, whether judicial or otherwise, to enforce or interpret any of the terms of the contract, the prevailing party shall be entitled to recover from the other party all expenses which it may reasonably incur in taking such action, including attorney fees and costs, whether incurred in a court of law or otherwise.

§ 8.7.18 Defined Terms. Capitalized terms not otherwise defined herein shall have the meaning given to them in the Contract Documents.

§ 8.7.19 Pursuant to ORS 279C.525, the following is a list (possibly non-inclusive) of federal, state, and local agencies of which the Owner knows have enacted ordinances, rules, or regulations relating to the prevention of environmental pollution and the preservation of natural resources that may affect the performance of the Contract:

1. Federal Agencies: Army Corps of Engineers; Federal Highway Administration; National Marine Fisheries Service; Department of Labor; Environmental Protection Agency; Federal Energy Regulatory Commission; Geological Survey; Occupation Safety & Health Administration; U.S. Fish and Wildlife Service; and Department of Transportation; Department of Interior; Federal Highway Administration.

(b) State Agencies: Oregon Health Authority; Division of State Lands; Land Conservation and Development Commission; Department of Environmental Quality; Department of Fish and Wildlife; Water Resources Department; Oregon Bureau of Labor and Industries; Department of Geology and Mineral Industries; Department of Administrative Services; Department of Energy; Oregon Occupational Safety and Health Division; Water Resources Council, and Business Oregon.

© Local Agencies: City of Wilsonville; Clackamas County; Tualatin Valley Fire and Rescue (TVFR).

§ 8.7.20 Entire Agreement. This Contract, all documents attached to this Contract, and all Contract Documents and laws and regulations incorporated by reference herein, represent the entire agreement between the parties.

§ 8.7.21 Counterparts. This Contract may be executed in one or more counterparts, each of which shall constitute an original Contract but all of which together shall constitute one and the same instrument.

§ 8.7.22 Authority. Each party signing on behalf of Contractor and the Owner hereby warrants actual authority to bind their respective party.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .4 Architect's standard Electronic Document Release, attached hereto as Exhibit YY.
(Insert the date of the EDR incorporated into this Agreement.)

- .5 Drawings

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Number	Title	Date
WPW Permit Set – Arch_v2	220715 WPC Permit Set	07/15/2022
WPW Permit Set – Civil Lands_v2	Rev1	
WPW Permit Set – Electrical_v2		
WPW Permit Set – Mechanical_v2		
WPW Permit Set – Plumbing_v2		
WPW Permit Set – Structural_v2		
WPW Permit Set – Technology_v2		

.6 Specifications

Section	Title	Date	Pages
Division 00 through & including Division 33	20211026-WPW-Project Manual	04/08/2021	1 through & including 1136

.7 Addenda, if any:

Number	Date	Pages
2022-06-30 WPW IEI Bid Clarification Rev Summary	07/15/2022	1 through & including 2
2022-07-14 WPW Response Cover Letter	07/15/2022	1 through & including 7
Addendum No. 1 Public Works Complex RFQ	05/13/2022	1 through & including 2
Addendum No. 2 Public Works Complex RFQ	05/19/2022	1 through & including 2
Addendum No 3 Public Works Complex	06/17/2022	1 through & including 367
Addendum No. 4 Public Works Complex	06/24/2022	1 through & including 52
Addendum No. 5 Public Works Complex	06/30/2022	1 through & including 161

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below: (Insert the date of the E204-2017 incorporated into this Agreement.)

The Sustainability Plan:

Title	Date	Pages
-------	------	-------

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

.9 Other documents, if any, listed below:

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(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

- Exhibit B – Allowances
- Exhibit C – 2022-2023 Billable Hourly Rates
- Exhibit D – 2022-2023 Equipment Rental Rate Sheet

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

CONTRACTOR *(Signature)*

(Printed name and title)

(Printed name and title)

Init.

Additions and Deletions Report for AIA® Document A101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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PAGE 1

AGREEMENT made as of the 1st day of August in the year 2022

...

City of Wilsonville Public Works Department
30000 SW Town Center Loop East
Wilsonville, OR 97070

...

Emerick Construction Company
7855 SW Mohawk Street
Tualatin, OR 97062

...

City of Wilsonville Capital Improvement Project #8113
28601 SW Boberg Rd
Wilsonville, OR 97070

...

Scott|Edwards Architecture, L.L.P.
2525 E Burnside Street
Portland, OR 97214
T: 503-226-3617

PAGE 2

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The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others. The Work shall also include maintaining in good order and marked currently two (2) sets of Record Documents (or "as-builts") to precisely record locations of systems not limited to structural members, plumbing, electrical, communications, HVAC, and other utilities whose location will be difficult to determine after completion, as well as field changes and selections either not shown on the Drawings and Specifications or constructed at locations different than specified in the Drawings and Specifications. Contractor shall demonstrate compliance with this requirement upon every application for payment. Contractor shall deliver both sets prior to and as a condition of Final Completion.

...

§ 3.1 The date of commencement of the Work shall be:

...

(Check one of the following boxes.)

...

be fourteen calendar days from Contract Execution.

...

~~The date of this Agreement.~~

...

~~A date set forth in a notice to proceed issued by the Owner.~~

...

~~Established as follows:~~

...

(Insert a date or a means to determine the date of commencement of the Work.)

...

~~If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.~~

...

§ 3.2 The Contract Time shall be measured from the date of ~~commencement of the Work.~~NTP.

...

§ 3.3 Substantial Completion and Final Completion

PAGE 3

(Check one of the following boxes and complete the necessary information.)

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...

Not later than () calendar days from the date of commencement of the Work.

...

By the following date:

...

Monday December 11, 2023

...

To Be Determined Upon Negotiation

...

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section ~~3.3~~, 3.3.1, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

...

§ 3.3.4 Contractor shall be responsible for posting and recording Notices of Substantial

...

Completion for the Work in accordance with ORS 87.045 within 3 days of the

...

Architect certifying Substantial Completion.

...

§ 3.3.5 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Final Completion of the entire Work not later than 45 calendar days after substantial completion:

...

By the following date: Thursday, January 25, 2024

...

§ 3.3.6 If the Contractor fails to achieve Final Completion as provided in this Section 3.3.5, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

...

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Nineteen million seven hundred thousand dollars and zero cents (\$

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19,700,000.00), subject to additions and deductions as provided in the Contract Documents. Award of this Contract is subject to budget appropriation. Funds are approved for Fiscal Year 2022-23. If not completed within this fiscal year, funds may not be appropriated for the next fiscal year. Owner has the right to terminate the Contract early pursuant to Article 14 of AIA Document A201-2017.

...

§ 4.2 Alternates

...

§ 4.2.1 Alternates, if any, included in the Contract Sum:

...

Item	Price
------	-------

...

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

...

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

...

Item	Price	Conditions for Acceptance
------	-------	---------------------------

...

§ 4.3 Allowances, if any, included in the Contract Sum:

...

(Identify each allowance.)

PAGE 4

§ 4.4 Unit prices, if any:

...

§ 4.5 Liquidated Damages

...

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.) Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss and public detriment if the Work is not substantially completed or fully completed within the time specified in the Contract Documents, plus any extensions thereof granted, in writing, in accordance with the Contract Documents. Both parties also recognize the delays, expenses, and difficulties involved in proving in a

legal proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that, as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner the amounts listed below for each and every day that expires after the time specified for Substantial and Final Completion:

...

§ 4.5.1 Liquidated Damages for Failure to Meet Substantial Completion Date: \$500 per day.

...

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

...

§ 4.5 Liquidated damages, if any: 4.5.2 Liquidated

...

(Insert terms and conditions for liquidated damages, if any.) **Damages for Failure to Meet Final Completion Date: \$1,000 per day.**

...

§ 4.6 Other:

...

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

...

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 28th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 10th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than fifteen (15) days after the Architect receives the Application for Payment.

...

(Federal, state or local laws may require payment within a certain period of time.)

...

§ 5.1.4.1 As a condition of each progress and the final payment, Contractor shall provide to Owner in a form acceptable to Owner partial and final releases and waivers of claims from Contractor, each subcontractor, and every material or equipment supplier on whose labor or materials any part of the pay request is based. The releases will apply to all work performed through the payment date and may be conditional upon payment of the amount of the pay request.

PAGE 5

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due: five (5) percent.

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...

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

...

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

...

To be determined subject to negotiation

...

§ 5.1.7.2 ~~Reduction or limitation of retainage, if any, shall be as follows:~~

...

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

...

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

...

(Insert any other conditions for release of retainage upon Substantial Completion.) a request for return of retainage in excess of 50% of the full retainage amount.

PAGE 6

§ 5.2.1 ~~Final payment, Payment,~~ constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

...

- .1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond ~~final payment;~~ Final Payment; and

...

- .2 a final Certificate for Payment has been issued by the ~~Architect~~ Architect; and

...

§ 5.2.2 ~~The Owner’s final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment, or as follows:~~ 3 the conditions for Final Payment specified in the General Conditions Article 9.10.2 have been satisfied including but not limited to an affidavit from Contractor

that all indebtedness related to the Work has been paid, evidence that insurance will remain in effect, consent of any surety, and final and complete releases and waivers of claim from Contractor, all subcontractors, and all material and equipment suppliers.

...

§ 5.3 Interest

...

~~Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.~~ **5.2.2 Provided** that the conditions set forth in 5.2.1 are met, the Owner's Final Payment to the

...

~~(Insert rate of interest agreed upon, if any.)~~ Contractor shall be made Forty (40) days after Final Completion.

...

~~(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)~~

...

~~(Check the appropriate box.)~~

...

~~[] Arbitration pursuant to Section 15.4 of AIA Document A201-2017~~

...

~~[] Litigation in a court of competent jurisdiction~~ **X [] Litigation in Clackamas County Circuit Court, Clackamas County, Oregon. The parties agree that jurisdiction and venue for any dispute will be in Clackamas County Circuit Court. The Contract Documents shall be construed in accordance with and governed by the laws of the State of Oregon, regardless of any conflicts of laws.**

...

~~[] Other (Specify)~~

...

§ 6.3 Equitable Relief

...

~~If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.~~ **Notwithstanding the foregoing, the Owner may undertake an action pursuant to ORS 30.315, and other equitable relief, including but not limited to restraining order, or injunctive relief without seeking mediation or other binding dispute resolution. Jurisdiction and venue for any equitable relief will be in Clackamas County Circuit Court.**

...

~~§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201-2017, then the Owner shall pay the Contractor a termination fee as follows:~~

...

~~(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)~~

PAGE 7

Cumming Management Group, Inc (dba PlanB Consultancy)
696 McVey Avenue, Suite 202, Lake Oswego, OR 97034

...

Emerick Construction Company
7855 SW Mohawk Street
Tualatin, OR 97062

...

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior written notice to the other party.

...

~~§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, A201™-2017, General Conditions of the Contract of Construction, Article 11, and elsewhere in the Contract Documents.~~

...

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if ~~completed,~~ completed.

...

§ 8.7 Other provisions:

...

§ 8.7.1 Integration. The Contract Documents contain the entire and integrated agreement between the parties and supersedes all prior written or oral discussions, representations, or agreements. In case of conflict among these or any other documents, the provisions of this Contract shall control, and the terms most favorable to the Owner, within the Owner's sole discretion, will apply.

...

§ 8.7.2 Legal Effect and Assignment. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns. This Contract may be enforced by an action at law or in equity.

...

§ 8.7.3 No Assignment. Contractor may not assign this Contract, nor delegate the performance of any obligations hereunder, unless agreed to in advance and in writing by the Owner.

PAGE 8

§ 8.7.4 Adherence to Law. This Contract shall be subject to, and Contractor shall adhere to, all applicable federal, state, and local laws (including the Wilsonville Code and Public Works Standards), including but not limited to laws, rules, regulations, and policies concerning employer and employee relationships, workers compensation, and minimum and prevailing wage requirements. Any certificates, licenses, or permits that Contractor is required by law to obtain or maintain in order to perform the Work described in this Contract shall be obtained and maintained throughout the term of this Contract.

...

~~as otherwise set forth below:~~ **§ 8.7.5 Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Oregon, regardless of any conflicts of laws. All contractual provisions required by ORS Chapters 279A, 279B, 279C, and related Oregon Administrative Rules to be included in public agreements are hereby incorporated by reference and shall become a part of this Agreement as if fully set forth herein.

...

§ 8.7.6

...

~~*(If other than § 8.7.7 Nonwaiver. Failure by either party at any time to require performance by the other party of any of the provisions of this Contract shall in no way affect the party's rights hereunder to enforce the same, nor shall any waiver by the party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this non-waiver clause.*~~

...

§ 8.7.8 Severability. If any provision of this Contract is found to be void or unenforceable to any extent, it is the intent of the parties that the rest of the Contract shall remain in full force and effect, to the greatest extent allowed by law.

...

§ 8.7.9 Time of the Essence. Time is expressly made of the essence in the performance of this Contract.

...

§ 8.7.10 Calculation of Time. Except where the reference is to business days, all periods of time referred to herein shall include Saturdays, Sundays, and legal holidays in the State of Oregon, except that if the last day of any period falls on any Saturday, Sunday, or legal holiday observed by the City, the period shall be extended to include the next day which is not a Saturday, Sunday, or legal holiday. Where the reference is to business days, periods of time referred to herein shall exclude Saturdays, Sundays, and legal holidays observed by the City. Whenever a time period is set forth in days in this Contract, the first day from which the designated period of time begins to run shall not be included.

...

~~in accordance with AIA Document E203 – 2013, insert requirements~~ § 8.7.11 Delivery of Notices. Any Notice(s) required or permitted under the Contract Documents shall be deemed received when delivered in person, delivered by electronic mail, or seventy-two (72) hours after deposit with the United States Postal Service.

...

§ 8.7.12 Headings. Any titles of the sections of this Contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

...

§ 8.7.13 Number, Gender and Captions. In construing this Contract, it is understood that, if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that, generally, all grammatical changes shall be made, assumed, and implied to individuals and/or corporations and partnerships. All captions and paragraph headings used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this Contract.

...

§ 8.7.14 Good Faith and Reasonableness. The parties intend that the obligations of good faith and fair dealing apply to this Contract generally and that no negative inferences be drawn by the absence of an explicit obligation to be reasonable in any portion of this Contract. The obligation to be reasonable shall only be negated if arbitrariness is clearly and explicitly permitted as to the specific item in question, such as in the case of where this Contract gives the Owner “sole discretion” or the Owner is allowed to make a decision in its “sole judgment.”

PAGE 9

~~for delivering notice in electronic format~~ § 8.7.15 Force Majeure. Contractor will not be responsible for liquidated damages or be deemed to be in default by reason of delays in performance due to circumstances beyond Contractor’s reasonable control, including but not limited to strikes, lockouts, severe acts of nature, or actions of unrelated third parties not under Contractor’s direction and control that would preclude any reasonable Contractor from performing the Work. In the case of the happening of any Force Majeure event, the time for completion of the

Work will be extended accordingly and proportionately by the Owner, in writing. Poor weather conditions, lack of labor, supplies, materials, or the cost of any of the foregoing shall not be deemed a Force Majeure event.

...

~~such as name, title, and email address~~ **§ 8.7.16 Other Necessary Acts.** Each party shall execute and deliver to the other all such further instruments and documents as may be reasonably necessary to carry out this Contract in order to provide and secure to the other parties the full and complete enjoyment of rights and privileges hereunder.

...

~~of the recipient and whether and how~~ **§ 8.7.17 Interpretation.** As a further condition of this Contract, the Owner and Contractor acknowledge that this Contract shall be deemed and construed to have been prepared mutually by each party and it shall be expressly agreed that any uncertainty or ambiguity existing therein shall not be construed against any party. In the event that any party shall take an action, whether judicial or otherwise, to enforce or interpret any of the terms of the contract, the prevailing party shall be entitled to recover from the other party all expenses which it may reasonably incur in taking such action, including attorney fees and costs, whether incurred in a court of law or otherwise.

...

~~the system will be required~~ **§ 8.7.18 Defined Terms.** Capitalized terms not otherwise defined herein shall have the meaning given to them in the Contract Documents.

...

~~to generate a read receipt for the transmission)~~ **§ 8.7.19 Pursuant to ORS 279C.525, the following is a list (possibly non-inclusive) of federal, state, and local agencies of which the Owner knows have enacted ordinances, rules, or regulations relating to the prevention of environmental pollution and the preservation of natural resources that may affect the performance of the Contract:**

1. Federal Agencies: Army Corps of Engineers; Federal Highway Administration; National Marine Fisheries Service; Department of Labor; Environmental Protection Agency; Federal Energy Regulatory Commission; Geological Survey; Occupation Safety & Health Administration; U.S. Fish and Wildlife Service; and Department of Transportation; Department of Interior; Federal Highway Administration.

...

(b) State Agencies: Oregon Health Authority; Division of State Lands; Land Conservation and Development Commission; Department of Environmental Quality; Department of Fish and Wildlife; Water Resources Department; Oregon Bureau of Labor and Industries; Department of Geology and Mineral Industries; Department of Administrative Services; Department of Energy; Oregon Occupational Safety and Health Division; Water Resources Council, and Business Oregon.

...

© Local Agencies: City of Wilsonville; Clackamas County; Tualatin Valley Fire and Rescue (TVFR).

...

§ 8.7.20 Entire Agreement. This Contract, all documents attached to this Contract, and all Contract Documents and laws and regulations incorporated by reference herein, represent the entire agreement between the parties.

...

~~§ 8.7 Other provisions:~~ § 8.7.21 Counterparts. This Contract may be executed in one or more counterparts, each of which shall constitute an original Contract but all of which together shall constitute one and the same instrument.

...

§ 8.7.22 Authority. Each party signing on behalf of Contractor and the Owner hereby warrants actual authority to bind their respective party.

...

.4 ~~AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:~~ Architect's standard Electronic Document Release, attached hereto as Exhibit YY.

...

(Insert the date of the ~~E203-2013-EDR~~ incorporated into this Agreement.)

PAGE 10

<u>WPW Permit Set – Arch v2</u>	<u>220715 WPC Permit</u>	<u>07/15/2022</u>
<u>WPW Permit Set – Civil Lands v2</u>	<u>Set Rev1</u>	
<u>WPW Permit Set – Electrical v2</u>		
<u>WPW Permit Set – Mechanical v2</u>		
<u>WPW Permit Set – Plumbing v2</u>		
<u>WPW Permit Set – Structural v2</u>		
<u>WPW Permit Set – Technology v2</u>		

...

<u>Division 00 through & including Division 33</u>	<u>20211026-WPW-Project Manual</u>	<u>04/08/2021</u>	<u>1 through & including 1136</u>
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...

<u>2022-06-30 WPW IEI Bid Clarification Rev Summary</u>	<u>07/15/2022</u>	<u>1 through & including 2</u>
<u>2022-07-14 WPW Response Cover Letter</u>	<u>07/15/2022</u>	<u>1 through & including 7</u>
<u>Addendum No. 1 Public Works Complex RFQ</u>	<u>05/13/2022</u>	<u>1 through & including 2</u>
<u>Addendum No. 2 Public Works Complex RFQ</u>	<u>05/19/2022</u>	<u>1 through & including 2</u>
<u>Addendum No 3 Public Works Complex</u>	<u>06/17/2022</u>	<u>1 through & including 367</u>
<u>Addendum No. 4 Public Works Complex</u>	<u>06/24/2022</u>	<u>1 through & including 52</u>
<u>Addendum No. 5 Public Works Complex</u>	<u>06/30/2022</u>	<u>1 through & including 161</u>

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Exhibit B – Allowances

...

Exhibit C – 2022-2023 Billable Hourly Rates

...

Exhibit D – 2022-2023 Equipment Rental Rate Sheet

Certification of Document's Authenticity
AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:53:39 ET on 07/26/2022 under Order No. 2114347800 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ - 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

AIA® Document A101® – 2017 Exhibit A

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the 1st day of August in the year 2022
(In words, indicate day, month and year.)

for the following **PROJECT**:
(Name and location or address)

City of Wilsonville Capital Improvement Project #8113
28601 SW Boberg Road, Wilsonville, OR 97070

THE OWNER:
(Name, legal status and address)

City of Wilsonville Public Works Department
30000 SW Town Center Loop East, Wilsonville, OR 97070

THE CONTRACTOR:
(Name, legal status and address)

Emerick Construction
7855 SW Mohawk Street, Tualatin, OR 97062

TABLE OF ARTICLES

- A.1 GENERAL**
- A.2 OWNER'S INSURANCE**
- A.3 CONTRACTOR'S INSURANCE AND BONDS**
- A.4 SPECIAL TERMS AND CONDITIONS**

ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ A.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Document A201®–2017, General Conditions of the Contract for Construction. Article 11 of A201®–2017 contains additional insurance provisions.

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§ A.2.3 Required Property Insurance

§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ A.2.3.1.1 Causes of Loss. The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:

(Indicate below the cause of loss and any applicable sub-limit.)

Causes of Loss	Sub-Limit
----------------	-----------

§ A.2.3.1.2 Specific Required Coverages. The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:

(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage	Sub-Limit
----------	-----------

§ A.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ A.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ A.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ A.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ A.2.4 Optional Extended Property Insurance.

The Owner shall purchase and maintain the insurance selected and described below.

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(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

- § A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.
- § A.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.
- § A.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.
- § A.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.
- § A.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.
- § A.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.
- § A.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

§ A.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

- § A.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach,

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including costs of investigating a potential or actual breach of confidential or private information.
(Indicate applicable limits of coverage or other conditions in the fill point below.)

[] § A.2.5.2 Other Insurance
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage Limits

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

§ A.3.1.1 Certificates of Insurance. The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

§ A.3.1.2 Deductibles and Self-Insured Retentions. The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

§ A.3.2 Contractor's Required Insurance Coverage

§ A.3.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than Two Million Dollars (\$ 2,000,000.00) each occurrence, Five Million Dollars (\$ 5,000,000.00) general aggregate, and Two Million Dollars (\$ 2,000,000.00) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and

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.5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

§ A.3.2.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than Two Million Dollars (\$ 2,000,000.00) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ A.3.2.5 Workers' Compensation at statutory limits.

§ A.3.2.6 Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000.00) each accident, One Million Dollars (\$ 1,000,000.00) each employee, and One Million Dollars (\$ 1,000,000.00) policy limit.

§ A.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than Two Million Dollars (\$ 2,000,000.00) per claim and Two Million Dollars (\$ 2,000,000.00) in the aggregate.

§ A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than Two Million Dollars (\$ 2,000,000.00) per claim and Two Million Dollars (\$ 2,000,000.00) in the aggregate.

§ A.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

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§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ A.3.3 Contractor's Other Insurance Coverage

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.

(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

§ A.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:

(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

§ A.3.3.2.2 Railroad Protective Liability Insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for Work within fifty (50) feet of railroad property.

§ A.3.3.2.3 Asbestos Abatement Liability Insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

§ A.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

§ A.3.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.

§ A.3.3.2.6 Other Insurance
(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage

Limits

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§ A.3.4 Performance Bond and Payment Bond

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

(Specify type and penal sum of bonds.)

Type	Penal Sum
Payment Bond	\$19,700,000.00
Performance Bond	\$19,700,000.00

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

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Additions and Deletions Report for AIA® Document A101® – 2017 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 16:11:36 ET on 07/26/2022.

PAGE 1

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the 1st day of August in the year 2022

...

City of Wilsonville Capital Improvement Project #8113
28601 SW Boberg Road, Wilsonville, OR 97070

...

City of Wilsonville Public Works Department
30000 SW Town Center Loop East, Wilsonville, OR 97070

...

Emerick Construction
7855 SW Mohawk Street, Tualatin, OR 97062

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§ **A.3.2.2.1** Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than Two Million Dollars (\$ 2,000,000.00) each occurrence, Five Million Dollars (\$ 5,000,000.00) general aggregate, and Two Million Dollars (\$ 2,000,000.00) aggregate for products-completed operations hazard, providing coverage for claims including

PAGE 5

§ **A.3.2.3** Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than Two Million Dollars (\$ 2,000,000.00) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

...

§ **A.3.2.6** Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000.00) each accident, One Million Dollars (\$ 1,000,000.00) each employee, and One Million Dollars (\$ 1,000,000.00) policy limit.

...

§ **A.3.2.8** If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than Two Million Dollars (\$ 2,000,000.00) per claim and Two Million Dollars (\$ 2,000,000.00) in the aggregate.

...

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§ A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than Two Million Dollars (\$ 2,000,000.00) per claim and Two Million Dollars (\$ 2,000,000.00) in the aggregate.

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Type	Penal Sum (\$0.00)
Payment Bond	<u>\$19,700,000.00</u>
Performance Bond	<u>\$19,700,000.00</u>

EXHIBIT B

ALLOWANCES

1. Sheet G0.01 – ALLOWANCE LIST

ALLOWANCES LIST

ALL ITEMS BELOW ARE IN ADDITION TO SCOPE SHOWN IN THESE DOCUMENTS. ALL ITEMS ARE TO BE PROVIDED AND INSTALLED BY THE CONTRACTOR, UNLESS NOTED OTHERWISE. IF THE VALUE OF THE WORK EXCEEDS THE ALLOWANCE, PREPARE A CHANGE ORDER FOR THE DIFFERENCE IN VALUE FOR THE OWNER'S CONSIDERATION PRIOR TO PROCEEDING AT THE OWNER'S DISCRETION. ALLOWANCES NOT USED SHALL BE RETURNED TO THE OWNER IN FULL.

WORK DESCRIPTION:

MONETARY ALLOWANCES FOR WORK:

<ol style="list-style-type: none"> 1. WASH BUILDING C EQUIPMENT NOT OTHERWISE SHOWN: PRESSURE WASHING HOSES, HOSE REELS, PORTABLE VACUUMS, MOBILE PLATFORM LADDER. 2. INTERNALLY-ILLUMINATED MONUMENT SIGN PER CITY OF WILSONVILLE STANDARDS. 3. WOOD SHOP EQUIPMENT AND ACCESSORIES INCLUDING BUT NOT LIMITED TO: TABLE SAW, ROUTER TABLE, SANDING STATION, MITER SAW STATION, DRILL PRESS, BAND SAW, PLUMBED AIR COMPRESSOR WITH (2) AIR HOSES ON HOSE REELS. SEE MECHANICAL FOR DUST COLLECTION SYSTEM AND HARD DUCTS WHICH IS OUTSIDE OF THIS ALLOWANCE. ALL EQUIPMENT PROCURED, INSTALLED AND HOOKED UP TO UTILITIES AND DUST CONTROL W/ 5' MAX FLEXIBLE CONNECTIONS BY THE CONTRACTOR. MAJN WOOD WORK EQUIPMENT TO BE INSTALED WITH MOBILE BASES, LAYOUT SHOWN IS CONCEPTUAL; OWNER SHALL PROVIDE INPUT ON FINAL LAYOUT. 4. WOOD SHOP WORK SURFACES - DESIGN-BUILD UTILIZING 2X4 AND 3/4" PLYWOOD FRAMED CONSTRUCTION, PROVIDE THE FOLLOWING: 4' X 6' OUTFEED TABLE W/ UNDER SHELF ON HD CASTERS, 20 LF OF WORK BENCH W/ UNDER SHELF, MITER SAW STATION WITH ENCLOSED DUST HOOD AT REAR, LUMBER STORAGE RACKING FOR PLYWOOD AND BOARDS, 80 LF FRENCH CLEAT WALL HANGING SYSTEM WITH 15LF UPPER STORAGE CABINETS AND 20LF HEAVY DUTY SHELVING (BRACKETS + PLYWOOD SHELF SURFACES). 5. SIGN SHOP EQUIPMENT INCLUDING BUT NOT LIMITED TO: 5' X 9' WORK TABLE W/ CASTERS, PRINTER. 6. PAINT SHOP EQUIPMENT: WORK TABLE W/ CASTERS; FLAMMABLE STORAGE CABINETS FOR PAINT CONTAINERS 7. BIRD-PROOFING AT BUILDINGS B, C, D, E AND F: NETTING, SHEET METAL AND ACCESSORIES AS NECESSARY TO PROHIBIT NESTING OF BIRDS WITHIN OVERHANGING STRUCTURES. 8. RADIO ANTENNA DESIGN AND RELATED EQUIPMENT 	<table border="0"> <tr> <td style="text-align: right;">1.</td> <td>\$5,000</td> </tr> <tr> <td style="text-align: right;">2.</td> <td>\$15,000</td> </tr> <tr> <td style="text-align: right;">3.</td> <td>No allowance - removed per 00 22 13, 1.2, B</td> </tr> <tr> <td style="text-align: right;">4.</td> <td>\$5,000</td> </tr> <tr> <td style="text-align: right;">5.</td> <td>\$5,000</td> </tr> <tr> <td style="text-align: right;">6.</td> <td>\$5,000</td> </tr> <tr> <td style="text-align: right;">7.</td> <td>\$10,000</td> </tr> <tr> <td style="text-align: right;">8.</td> <td>No allowance - removed per 00 22 13, 1.2, B</td> </tr> </table>	1.	\$5,000	2.	\$15,000	3.	No allowance - removed per 00 22 13, 1.2, B	4.	\$5,000	5.	\$5,000	6.	\$5,000	7.	\$10,000	8.	No allowance - removed per 00 22 13, 1.2, B
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6.	\$5,000																
7.	\$10,000																
8.	No allowance - removed per 00 22 13, 1.2, B																

2. 10 14 00, 2.1, B – Wayfinding Signage: \$3,000.00

EXHIBIT C
Billable Hourly Rates

Position	Hourly Rate
Project Executive	\$ 135.00
Estimator	\$ 125.00
Superintendent	\$ 105.00
Project Manager	\$ 100.00
Foreman	\$ 90.00
Scheduler	\$ 90.00
Project Engineer	\$ 75.00
Journeyman Carpenter	\$ 75.00
Carpenter Apprentice	\$ 65.00
Laborer	\$ 60.00

EXHIBIT D
Equipment Rental Rate Sheet

Category	Item Description	Model	Base Value	Daily Rate*	Weekly Rate*	Monthly Rate*
1/2" Drills	Drill, 1/2"	6302H	139.00	0.95	6.67	26.69
1/2" Drills	Drill, 1/2"		160.00	1.10	7.68	30.72
1/2" Drills	Drill, 1/2"		160.00	1.10	7.68	30.72
1/2" Drills	Drill, 1/2"		99.00	0.68	4.75	19.01
1/2" Drills	Drill, 1/2"	DW235G	99.00	0.68	4.75	19.01
3/8" Drill	Drill, 3/8"	DW110	60.00	0.41	2.88	11.52
3/8" Drill	Drywall Screwgun	DW272	99.00	0.68	4.75	19.01
3/8" Drill	Drywall Screwgun	R6000	60.00	0.41	2.88	11.52
3/8" Drill	Drywall Screwgun	2037	99.00	0.68	4.75	19.01
3/8" Drill	Right Angle Drill	DW160V	150.00	1.03	7.20	28.80
3/8" Drill	Right Angle Drill	DA3000R	260.00	1.78	12.48	49.92
Abatement Fan	Negative Air Machine		1000.00	6.86	48.00	192.00
Abatement Fan	Negative Air Machine	Aeroclean 1800	1000.00	6.86	48.00	192.00
Air Compressor	Air Compressor	D55570	700.00	4.80	33.60	134.40
Air Compressor	Air Compressor	5715MK103-0184	799.00	5.48	38.35	153.41
Air Compressor	Air Compressor	OF50150TS	300.00	2.06	14.40	57.60
Air Compressor	Air Compressor	D55155	350.00	2.40	16.80	67.20
Air Compressor	Air Compressor		700.00	4.80	33.60	134.40
Air Compressor	Air Compressor	D55153	250.00	1.71	12.00	48.00
Air Compressor	Air Compressor		250.00	1.71	12.00	48.00
Air Compressor	Gas Powered Air Compressor	4090HK17	1099.00	7.54	52.75	211.01
Air Hose	100' Air Hose		90.00	0.62	4.32	17.28
Air Hose	50' Air Hose		40.00	0.27	1.92	7.68
Air Tools	1/2" Impact Wrench	DWMT70773L	130.00	0.89	6.24	24.96
Air Tools	3/8" Air Ratchet	DWMT70776L	65.00	0.45	3.12	12.48
Airless Sprayer	Airless Sprayer	Super Nova SP	800.00	5.49	38.40	153.60
Angle Grinder	4 1/2" Angle Grinder	6142-31	99.00	0.68	4.75	19.01
Angle Grinder	4 1/2" Angle Grinder	DW402	85.00	0.58	4.08	16.32
Angle Grinder	4 1/2" Angle Grinder	D28402	85.00	0.58	4.08	16.32
Angle Grinder	4 1/2" Angle Grinder	DW802	115.00	0.79	5.52	22.08
Angle Grinder	4 1/2" Angle Grinder		85.00	0.58	4.08	16.32
Angle Grinder	4 1/2" Angle Grinder	9527NB	70.00	0.48	3.36	13.44
Angle Grinder	4 1/2" Angle Grinder	Ga4530	60.00	0.41	2.88	11.52
Angle Grinder	4 1/2" Angle Grinder	DW818	85.00	0.58	4.08	16.32
Angle Grinder	4 1/2" Angle Grinder, Cordless	XAG04	139.00	0.95	6.67	26.69
Angle Grinder	7 1/4" Angle Grinder	4076	165.00	1.13	7.92	31.68
Baker Scaffold	Baker Scaffold		340.00	2.33	16.32	65.28
Belt Sander	Belt Sander	R2740	100.00	0.69	4.80	19.20
Belt Sander	Belt Sander	DW433	170.00	1.17	8.16	32.64
Blowers	Blowers	358.794963	45.00	0.31	2.16	8.64
Blowers	Blowers	PB250	190.00	1.30	9.12	36.48
Blowers	Blowers	UT26HBV	99.00	0.68	4.75	19.01
Blowers	Blowers	26B	85.00	0.58	4.08	16.32
Blowers	Backpack Blower	PB-580T	329.00	2.26	15.79	63.17
Blowers	Backpack Blower	BP42	219.00	1.50	10.51	42.05
Blowers	Cordless Blower	DCBL790	219.00	1.50	10.51	42.05
Burke Bar	Burke Bar		160.00	1.10	7.68	30.72
Cargo Trailer	Cargo Trailer, 6x12		2700.00	18.51	129.60	518.40
Chain Mortiser	Chain Mortiser	7104L	1989.00	13.64	95.47	381.89
Chain Saw	Chain Saw, Cordless	XCU04	409.00	2.80	19.63	78.53
Chain Saw	Chain Saw, Electric		80.00	0.55	3.84	15.36
Chain Saw	Chain Saw, Electric	UT43103A	75.00	0.51	3.60	14.40
Chain Saw	Chain Saw, Electric	SWJ1701E	100.00	0.69	4.80	19.20
Chain Saw	Chain Saw, Electric	UC4030A	260.00	1.78	12.48	49.92
Chain Saw	Chain Saw, Gas	MS 180 C	249.95	1.71	12.00	47.99

Category	Item Description	Model	Base Value	Daily Rate*	Weekly Rate*	Monthly Rate*
Chain Saw	Chain Saw, Gas	MS 661 R	1399.95	9.60	67.20	268.79
Circular Fan	36" Circular Fan	36"	585.00	4.01	28.08	112.32
Circular Saw	Beam Saw, 16 5/16"	5402-A	800.00	5.49	38.40	153.60
Circular Saw	Circular Saw - Cordless, 6 1/2"	DCS391	149.00	1.02	7.15	28.61
Circular Saw	Circular Saw - Cordless, 6 1/2"	XSS01Z	120.00	0.82	5.76	23.04
Circular Saw	Circular Saw, 7 1/4"	378G	125.00	0.86	6.00	24.00
Circular Saw	Concrete Saw	SPT79	399.99	2.74	19.20	76.80
Circular Saw	Walk-Behind Concrete Saw (Medusaw	SPT79	699.99	4.80	33.60	134.40
Circular Saw	Wormdrive Saw, 10 1/4"	BF-SHD77	400.00	2.74	19.20	76.80
Circular Saw	Wormdrive Saw, 10 1/4"	SPT70WM-22	400.00	2.74	19.20	76.80
Circular Saw	Wormdrive Saw, 7 1/4"	HD77	200.00	1.37	9.60	38.40
Circular Saw	Wormdrive Saw, 7 1/4"	SPT77WML	219.99	1.51	10.56	42.24
Circular Saw	Circular Saw - Cordless, 7 1/4"	CSR01Z	199.99	1.37	9.60	38.40
Circular Saw	Wormdrive Saw, 7 1/4"	3051	200.00	1.37	9.60	38.40
Concrete Blankets	Concrete Blankets, Double		110.00	0.75	5.28	21.12
Concrete Blankets	Concrete Blankets, Single		65.00	0.45	3.12	12.48
Concrete Forming Accessories	Bull Float (36" - 48")		125.00	0.86	6.00	24.00
Concrete Forming Accessories	Camlocks		5.22	0.04	0.25	1.00
Concrete Forming Accessories	Concrete Edge Trowel		15.00	0.10	0.72	2.88
Concrete Forming Accessories	Concrete Finish Brooms		33.00	0.23	1.58	6.34
Concrete Forming Accessories	Concrete Finishing Trowel		35.00	0.24	1.68	6.72
Concrete Forming Accessories	Concrete Form Scrapers		33.00	0.23	1.58	6.34
Concrete Forming Accessories	Concrete Muck Rake		22.00	0.15	1.06	4.22
Concrete Forming Accessories	Concrete Sprayer		110.00	0.75	5.28	21.12
Concrete Forming Accessories	Form Aligners		10.50	0.07	0.50	2.02
Concrete Forming Accessories	Fresno (36" - 48")		65.00	0.45	3.12	12.48
Concrete Forming Accessories	Rebar Bending Bar		33.00	0.23	1.58	6.34
Concrete Forming Accessories	Rebar Caps		2.00	0.01	0.10	0.38
Concrete Forming Accessories	Rebar Cutter/Bender		365.00	2.50	17.52	70.08
Concrete Forming Accessories	Scaffold Brackets		20.00	0.14	0.96	3.84
Concrete Forming Accessories	Snap Tie Wedge		2.15	0.01	0.10	0.41
Concrete Forming Accessories	Steel Stakes 12"		1.70	0.01	0.08	0.33
Concrete Forming Accessories	Steel Stakes 18"		1.95	0.01	0.09	0.37
Concrete Forming Accessories	Steel Stakes 24"		2.60	0.02	0.12	0.50
Concrete Forming Accessories	Steel Stakes 30"		3.20	0.02	0.15	0.61
Concrete Forming Accessories	Steel Stakes 36"		3.95	0.03	0.19	0.76
Concrete Forming Accessories	Steel Stakes 48"		4.40	0.03	0.21	0.84
Concrete Forming Accessories	Strong Back Clamps		8.45	0.06	0.41	1.62
Concrete Forming Accessories	Jahn-A		5.00	0.03	0.24	0.96
Concrete Mixer	3.5 cu. Ft. 3/4 HP Concrete Mixer	350DD	425.00	2.91	20.40	81.60
Concrete Planer	Concrete Planer	PC1100	900.00	6.17	43.20	172.80
Concrete Planer	Concrete Surface Grinder	CSG15	359.00	2.46	17.23	68.93
Concrete Vibrator	Concrete Backpack Vibrator (Gas)	BP-50a	1870.00	6.41	44.88	179.52
Concrete Vibrator	Concrete Vibrator		2500.00	8.57	60.00	240.00
Concrete Vibrator	Concrete Vibrator		2500.00	8.57	60.00	240.00
Concrete Vibrator	Concrete Vibrator		2500.00	8.57	60.00	240.00
Concrete Vibrator	Concrete Vibrator		2500.00	8.57	60.00	240.00
Concrete Vibrator	Concrete Vibrator		2500.00	8.57	60.00	240.00
Concrete Vibrator	Concrete Vibrator	2.4oz	830.00	5.69	39.84	159.36
Concrete Vibrator	Concrete Vibrator		2500.00	8.57	60.00	240.00
Concrete Vibrator	High Cycle Concrete Vibrator	FXA50A6	1664.95	11.42	79.92	319.67
Construction Cameras	12MP, Fixed	ST-HB-MVP	3500.00	6.96	48.75	195.00
Cordless Drills	Cordless Drills	DCD980	150.00	1.03	7.20	28.80
Cordless Drills	Cordless Drills	BDF451, BHP454	100.00	0.69	4.80	19.20
Cordless Drills	Cordless Drills	BFD452	100.00	0.69	4.80	19.20
Cordless Drills	Cordless Drills	LXPH01, XPH01	100.00	0.69	4.80	19.20
Cordless Drills	Cordless Drills	XPH07Z	149.00	1.02	7.15	28.61
Cordless Epoxy Guns	Cordless Epoxy Gun		185.00	1.27	8.88	35.52
Cordless Epoxy Guns	Cordless Epoxy Gun	HDE 500	489.00	3.35	23.47	93.89
Cordless Impact	Cordless Impact	SID 18-A	169.00	1.16	8.11	32.45

Category	Item Description	Model	Base Value	Daily Rate*	Weekly Rate*	Monthly Rate*
Cordless Impact	Cordless Impact	DC825	100.00	0.69	4.80	19.20
Cordless Impact	Cordless Impact	XDT042	100.00	0.69	4.80	19.20
Cordless Impact	Cordless Impact, 90 Degree	XLT01Z	179.00	1.23	8.59	34.37
Cut Off Saw	Concrete Saw	DCH 230 01	1160.00	7.95	55.68	222.72
Cut Off Saw	Cut Off Saw	TS420	1000.00	6.86	48.00	192.00
Cut Off Saw	Cut Off Saw	EK7301	900.00	6.17	43.20	172.80
Cut Off Saw	Cutting Edge Saw	BNCE-20	300.00	2.06	14.40	57.60
Cut Off Saw	Pneumatic Rebar Cutter	DC-20WH	1549.00	10.62	74.35	297.41
Cutting Torch	Cutting Torch Handle	315C	165.00	1.13	7.92	31.68
Delineators	Delineators		22.00	0.15	1.06	4.22
Drill Accessories	Cordless Dust Extractor System	GDE18v-26DB15	169.00	1.16	8.11	32.45
Drill Accessories	Drilling Station	BST 650S	985.00	6.75	47.28	189.12
Drill Accessories	Right Angle Drill Attachment	TE-AC1	420.00	2.88	20.16	80.64
Drill Accessories	Right Angle Drill Attachment	TE-AC	420.00	2.88	20.16	80.64
Drill Accessories	Subfloor Fastening System	Pro300S	380.00	2.61	18.24	72.96
Drill Accessories	Subfloor Fastening System	Pro250	360.00	2.47	17.28	69.12
Drill Accessories	Subfloor Fastening System	ProSDD	410.00	2.81	19.68	78.72
Drywall Cart	Drywall Cart		250.00	1.71	12.00	48.00
Extension Cord	Extension Cord, 100'		100.00	0.69	4.80	19.20
Extension Cord	Extension Cord, 50'		50.00	0.34	2.40	9.60
Extension Ladder	Extension Ladder, 16'	Sumo Stance, 16'	335.00	1.65	11.52	46.08
Extension Ladder	Extension Ladder, 16'		240.00	1.65	11.52	46.08
Extension Ladder	Extension Ladder, 20'	Lunar, 20'	450.00	1.71	12.00	48.00
Extension Ladder	Extension Ladder, 20'		250.00	1.71	12.00	48.00
Extension Ladder	Extension Ladder, 24'		270.00	1.85	12.96	51.84
Extension Ladder	Extension Ladder, 24'	Sumo Stance, 24'	895.00	1.85	12.96	51.84
Extension Ladder	Extension Ladder, 24'	Lunar, 24'	535.00	1.85	12.96	51.84
Extension Ladder	Extension Ladder, 28'	Sumo Stance, 28'	1325.00	2.30	16.08	64.32
Extension Ladder	Extension Ladder, 28'		335.00	2.30	16.08	64.32
Extension Ladder	Extension Ladder, 28'	Lunar, 28'	655.00	2.30	16.08	64.32
Extension Ladder	Extension Ladder, 32'		375.00	2.57	18.00	72.00
Fans	Circular Fan	AM25500	200.00	1.37	9.60	38.40
Fans	Circular Fan	9639-12	400.00	2.74	19.20	76.80
Fire Extinguisher	Fire Extinguisher		100.00	0.69	4.80	19.20
Forklift	Forklift	585E	15000.00	102.86	720.00	2880.00
Forklift	Forklift, 8K	MTA8044	103955.00	71.43	500.00	2000.00
Forklift	Forklift, 10K	MTA10055	137500.00	107.14	750.00	3000.00
Forklift	Industrial Forklift	GLC050	12500.00	85.71	600.00	2400.00
Garden Hose	Garden Hose, 100'		50.00	0.34	2.40	9.60
Gas Cans	Gas Can, 1 gal		46.00	0.32	2.21	8.83
Gas Cans	Gas Can, 5 gal		60.00	0.41	2.88	11.52
Generator	Generator	3000X	1500.00	10.29	72.00	288.00
Generator	Generator	EB6500X	2750.00	18.86	132.00	528.00
Generator	Generator	2500	300.00	2.06	14.40	57.60
Generator	Generator	EB5000X	2280.00	15.63	109.44	437.76
Generator	High Cycle Generator	MQGDP-5HA	4238.90	22.36	156.51	626.05
GFCI Protectors	GFCI Protector, 3-Way		67.00	0.46	3.22	12.86
GFCI Protectors	GFCI Protector, Single		45.00	0.31	2.16	8.64
Grip Hoists	Grip Hoist	TU-32	2900.00	19.89	139.20	556.80
Hammer Drills	Hammer Drill, 1/2"		100.00	0.69	4.80	19.20
Hammer Drills	Hammer Drill, 1/2"	UH650	119.00	0.82	5.71	22.85
Hammer Drills	Hammer Drill, 1/2"	UH700	119.00	0.82	5.71	22.85
Harness	6' Lanyard, Double		150.00	1.03	7.20	28.80
Harness	6' Lanyard, Single		50.00	0.34	2.40	9.60
Harness	D-Ring Extension, 18"		40.00	0.27	1.92	7.68
Harness	Harness		150.00	1.03	7.20	28.80
Heat guns	Heat gun	750	110.00	0.75	5.28	21.12
Heat guns	Heat gun	HT1000	20.00	0.14	0.96	3.84
Heat guns	Heat gun	HG500	30.00	0.21	1.44	5.76
Heat guns	Heat gun	Furno 750	70.00	0.48	3.36	13.44

Category	Item Description	Model	Base Value	Daily Rate*	Weekly Rate*	Monthly Rate*
Heaters	Electric Coil Heater, 240v	PKB2410-1	775.00	5.31	37.20	148.80
Heaters	Indirect Fired Heater, 350K BTU	OHV-350-II	2500.00	17.14	120.00	480.00
Heaters	Indirect Fired Heater, 350K BTU	IDF-350 LP/NG	4432.00	30.39	212.74	850.94
Heaters	Indirect Fired Heater, 500K BTU	IDF-500 LP/NG	5043.00	34.58	242.06	968.26
Hedge Trimmer	Cordless Hedge Trimmer	DCHT860	229.00	1.57	10.99	43.97
Hole Hawg Drills	1/2" Right Angle Drill		279.00	1.91	13.39	53.57
Hole Hawg Drills	Hole Hawg Drill	1610	250.00	1.71	12.00	48.00
Hole Hawg Drills	Hole Hawg Drill	1680-20	350.00	2.40	16.80	67.20
Hole Hawg Drills	Hole Hawg Drill	1675	300.00	2.06	14.40	57.60
Hole Hawg Drills	Hole Hawg Drill		300.00	2.06	14.40	57.60
Impact Wrench	1/2" Impact Wrench, Cordless	XWT11	189.00	1.30	9.07	36.29
Impact Wrench	1/2" Impact Wrench, Cordless (High T	XWT08	240.00	1.65	11.52	46.08
Impact Wrench	Impact Wrench, 1/2"	DW290/292	160.00	1.10	7.68	30.72
Impact Wrench	Impact Wrench, 1/2"	9070	169.00	1.16	8.11	32.45
Impact Wrench	Impact Wrench, 1/2"	TW0350	190.00	1.30	9.12	36.48
Jackhammers	Electric Jack Hammer	TE1500	2419.00	16.59	116.11	464.45
Jackhammers	Electric Jack Hammer	HM1214c	1025.00	7.03	49.20	196.80
Jackhammers	Electric Jack Hammer	1810	1700.00	11.66	81.60	326.40
Jackhammers	Electric Jack Hammer		1500.00	10.29	72.00	288.00
Jigsaw	Cordless Jig Saw	CDS331	149.00	1.02	7.15	28.61
Jigsaw	Jig Saw	DW317	99.00	0.68	4.75	19.01
Jigsaw	Jigsaw		160.00	1.10	7.68	30.72
Jigsaw	Jigsaw	JS481LG	39.97	0.27	1.92	7.67
Jigsaw	Jigsaw		160.00	1.10	7.68	30.72
Jigsaw	Jigsaw	JS451L	60.00	0.41	2.88	11.52
Ladder Walk Through	Ladder Walk Through		205.00	1.41	9.84	39.36
Lawn/Garden	1-Man Auger with Bit	Y43Z08	250.00	1.71	12.00	48.00
Lawn/Garden	Cordless String Trimmer	DCST990	297.00	2.04	14.26	57.02
Lawn/Garden	Weed Eater	FS130R	400.00	2.74	19.20	76.80
Lawn/Garden	Zero-Turn Lawn Mower	Maverick 6000	6399.00	43.88	307.15	1228.61
Lifting Straps	Cross Arm Strap, 10'/12'		67.00	0.46	3.22	12.86
Lifting Straps	Cross Arm Strap, 3'		38.00	0.26	1.82	7.30
Lifting Straps	Cross Arm Strap, 6'		45.00	0.31	2.16	8.64
Lifting Straps	Electric Winch, Corded	885000	245.00	1.68	11.76	47.04
Lifting Straps	Electric Winch, Cordless	885005	449.00	3.08	21.55	86.21
Lifting Straps	Round Sling, 10'		50.00	0.34	2.40	9.60
Lifting Straps	Round Sling, 16'		80.00	0.55	3.84	15.36
Lifting Straps	Round Sling, 20'		100.00	0.69	4.80	19.20
Lifting Straps	Shackles, 3/4"		35.00	0.24	1.68	6.72
Lifting Straps	Web Sling, 16'		98.00	0.67	4.70	18.82
Lifting Straps	Web Sling, 20'		120.00	0.82	5.76	23.04
Magnetic Drills	Mag Drill	4206	1250.00	8.57	60.00	240.00
Magnetic Drills	Mag Drill	HMD904	1250.00	8.57	60.00	240.00
Metal Miter Saw	Metal Miter Saw	R4141	200.00	1.37	9.60	38.40
Metal Miter Saw	Metal Miter Saw	DW872	450.00	3.09	21.60	86.40
Metal Miter Saw	Metal Miter Saw	DW872	450.00	3.09	21.60	86.40
Metal Miter Saw	Metal Miter Saw		450.00	3.09	21.60	86.40
Miscellaneous Hand Tools	Fence Post Driver		75.00	0.51	3.60	14.40
Miscellaneous Hand Tools	Floor Scraper		30.00	0.21	1.44	5.76
Miscellaneous Hand Tools	Pick Axe		35.00	0.24	1.68	6.72
Miscellaneous Hand Tools	Post Hole Digger		45.00	0.31	2.16	8.64
Miscellaneous Hand Tools	Push Broom		30.00	0.21	1.44	5.76
Miscellaneous Hand Tools	Roof Shingle Shovel		30.00	0.21	1.44	5.76
Miscellaneous Hand Tools	Round Shovel		30.00	0.21	1.44	5.76
Miscellaneous Hand Tools	Scoop Shovel		50.00	0.34	2.40	9.60
Miscellaneous Hand Tools	Sledge Hammer		40.00	0.27	1.92	7.68
Miscellaneous Hand Tools	Square Shovel		30.00	0.21	1.44	5.76
Miscellaneous Items	12" Beam Cutter Attachment	PR-2700	160.00	1.10	7.68	30.72
Miscellaneous Items	EZ Shear Stand	MSS-709	189.95	1.30	9.12	36.47
Miscellaneous Items	Metal Nibbler, 16ga	6890	569.00	3.90	27.31	109.25

Category	Item Description	Model	Base Value	Daily Rate*	Weekly Rate*	Monthly Rate*
Miscellaneous Items	Multi Tool	MM45	129.00	0.88	6.19	24.77
Miscellaneous Items	Multi Tool	TM3010CX1	159.00	1.09	7.63	30.53
Miscellaneous Items	Multi Tool, Cordless	XMT03Z	119.00	0.82	5.71	22.85
Miscellaneous Items	Siding Shear	SST-220	549.00	3.76	26.35	105.41
Miter Saw	Compound Miter Saw, 12"	DW715	349.00	2.39	16.75	67.01
Miter Saw	Compound Sliding Miter Saw, 12"	DWS709	399.00	2.74	19.15	76.61
Miter Saw	Compound Sliding Miter Saw, 12"	DWS780	600.00	4.11	28.80	115.20
Miter Saw	Miter Saw Stand	DW7232	200.00	1.37	9.60	38.40
Moisture Testing	Concrete Moisture Test Tool	Rapid RH 5.0	795.00	5.45	38.16	152.64
Moisture Testing	Moisture Meter (CMU)	CMEXII	563.00	3.86	27.02	108.10
Nailers	Brad Nailer	H8235	59.99	0.41	2.88	11.52
Nailers	Brad Nailer	FinishPro 25	189.95	1.30	9.12	36.47
Nailers	Brad Nailer	R213BNA	100.00	0.69	4.80	19.20
Nailers	Brad Nailer	DWFP12233	100.00	0.69	4.80	19.20
Nailers	Brad Nailer	DWFP71917	150.00	1.03	7.20	28.80
Nailers	Brad Nailer, Cordless	DCN680	260.00	1.78	12.48	49.92
Nailers	Brad Nailer, Cordless	XN801Z	279.95	1.92	13.44	53.75
Nailers	Coil Nailer	65AH2	369.99	2.54	17.76	71.04
Nailers	Coil Nailer	RCN-60-225	400.00	2.74	19.20	76.80
Nailers	Coil Nailer	IN-124	400.00	2.74	19.20	76.80
Nailers	Cordless Framing Nailer	DCN692	319.00	2.19	15.31	61.25
Nailers	Finish Nailer	NT65MA4	160.00	1.10	7.68	30.72
Nailers	Finish Nailer	FinishPro 35	175.00	1.20	8.40	33.60
Nailers	Finish Nailer		125.00	0.86	6.00	24.00
Nailers	Framing Nailer	LPF21PL	210.00	1.44	10.08	40.32
Nailers	Framing Nailer	CN-350/B	329.00	2.26	15.79	63.17
Nailers	Framing Nailer	NR65AK	505.00	3.46	24.24	96.96
Nailers	Framing Nailer	NR90AEC5	349.00	2.39	16.75	67.01
Nailers	Framing Nailer	NR90AEPR	216.49	1.48	10.39	41.57
Nailers	Framing Nailer	NR83A2	385.00	2.64	18.48	73.92
Nailers	Framing Nailer	AN923	250.00	1.71	12.00	48.00
Nailers	Framing Nailer	DS1845	269.00	1.84	12.91	51.65
Nailers	Framing Nailer	NSP350F2	329.00	2.26	15.79	63.17
Nailers	Framing Nailer	JoistPro 250XP	265.00	1.82	12.72	50.88
Nailers	Framing Nailer	MCN250	359.00	2.46	17.23	68.93
Nailers	Framing Nailer		329.00	2.26	15.79	63.17
Nailers	Framing Nailer	H8235	200.00	1.37	9.60	38.40
Nailers	Joist Hanger Nailer	RNS150-11	200.00	1.37	9.60	38.40
Nailers	Micro Pinner	NF235A	199.00	1.36	9.55	38.21
Nailers	Palm Nailer	PC0781	83.00	0.57	3.98	15.94
Nailers	Palm Nailer		60.00	0.41	2.88	11.52
Nailers	Palm Nailer	PN100	100.00	0.69	4.80	19.20
Nailers	Roofing Nailer	AN453	229.00	1.57	10.99	43.97
Office Furniture	File Cabinet, 2-drawer		75.00	0.51	3.60	14.40
Office Furniture	File Cabinet, 4-drawer		185.00	1.27	8.88	35.52
Office Furniture	Folding Chairs		20.00	0.14	0.96	3.84
Office Furniture	Folding Table, 6ft		50.00	0.34	2.40	9.60
Pallet Jacks	Pallet Jack		700.00	4.80	33.60	134.40
Palm Sander	Palm Sander	D6420	60.00	0.41	2.88	11.52
Palm Sander	Palm Sander	D26441	50.00	0.34	2.40	9.60
Palm Sander	Palm Sander	R2601	60.00	0.41	2.88	11.52
Palm Sander	Palm Sander	bo4556	49.98	0.34	2.40	9.60
Planers	Wood Planer	1100	550.00	3.77	26.40	105.60
Planers	Planer, 3 1/4"	KP0800	159.00	1.09	7.63	30.53
Plate Joiners	Plate Joiner	DW682	169.00	1.16	8.11	32.45
Portaband Saw	Portaband Saw		300.00	2.06	14.40	57.60
Portaband Saw	Portaband Saw, Cordless	2729-20	329.00	2.26	15.79	63.17
Power Activated	Powder Activated Tool	DX 460 SM	1349.00	9.25	64.75	259.01
Power Activated	Power Activated Tool	TF1200	500.00	3.43	24.00	96.00
Power Activated	Power Activated Tool	Cobra	229.00	1.57	10.99	43.97

Category	Item Description	Model	Base Value	Daily Rate*	Weekly Rate*	Monthly Rate*
Power Activated	Ramset Stud Gun	SA270	595.00	4.08	28.56	114.24
Pressure Washers	Pressure Washer	G-Force II 2370 DD	579.00	3.97	27.79	111.17
Pressure Washers	Pressure Washer	DXPW3425	600.00	4.11	28.80	115.20
Pressure Washers	Pressure Washer	Liberty	1600.00	10.97	76.80	307.20
Pressure Washers	Pressure Washer		600.00	4.11	28.80	115.20
Pressure Washers	Pressure Washer		2250.00	15.43	108.00	432.00
Pressure Washers	Pressure Washer	B4013HCS	1600.00	10.97	76.80	307.20
Pressure Washers	Surface Scrubber, 16"	Whirl-A-Way	359.95	2.47	17.28	69.11
Retractable Safety Line	30' Retractable Safety Line		1000.00	6.86	48.00	192.00
Retractable Safety Line	30' Retractable Safety Line	RLS30S	1000.00	6.86	48.00	192.00
Retractable Safety Line	50' Retractable Safety Line	RLS50G	1200.00	8.23	57.60	230.40
Roof Tie Off Points	Hinged Roof Tie Off Points		34.00	0.23	1.63	6.53
Roof Tie Off Points	Parapet Wall Anchor	15170	145.00	0.99	6.96	27.84
Roof Tie Off Points	Quick Release Concrete Anchor		125.00	0.86	6.00	24.00
Roof Tie Off Points	Screw Down Roof Tie Off Points		20.00	0.14	0.96	3.84
Rope Grab	Rope Grab		70.00	0.48	3.36	13.44
Roto Hammer	Roto Hammer	TE-55/56/60	1300.00	8.91	62.40	249.60
Roto Hammer	Roto Hammer	HR2475	200.00	1.37	9.60	38.40
Roto Hammer	Roto Hammer	HR4010C	780.00	5.35	37.44	149.76
Roto Hammer	Roto Hammer	TE-6/7	489.00	3.35	23.47	93.89
Roto Hammer	Roto Hammer	D25262K	200.00	1.37	9.60	38.40
Roto Hammer	Roto Hammer	RH540M	429.99	2.95	20.64	82.56
Roto Hammer	Roto Hammer, Cordless	GBH18v-26K	549.00	3.76	26.35	105.41
Roto Hammer	Roto Hammer, Cordless	TE-6/7/16	979.00	6.71	46.99	187.97
Roto Hammer	Roto Hammer, Cordless	XRH04Z	170.00	1.17	8.16	32.64
Roto Hammer	Roto Hammer, Cordless	XRH08PTW	689.00	4.72	33.07	132.29
Roto Hammer	Roto Hammer	11264EVS	549.00	3.76	26.35	105.41
Roto Hammer	Roto Hammer	TE 1500-AVR	1500.00	10.29	72.00	288.00
Router	Drywall Router	DR01-1100	70.00	0.48	3.36	13.44
Router	Laminate Trimmer	TR45K	100.00	0.69	4.80	19.20
Router	Router	DW618	215.00	1.47	10.32	41.28
Router	Router	6902	165.00	1.13	7.92	31.68
Saw Horses	Saw Horses (Set of 4)	TS-35	100.00	0.69	4.80	19.20
Sawzall	Sawzall	JR3070C	199.00	1.36	9.55	38.21
Sawzall	Sawzall	DW309	100.00	0.69	4.80	19.20
Sawzall	Sawzall	WSR-1250	509.00	0.89	6.24	24.96
Sawzall	Sawzall	DW309	100.00	0.69	4.80	19.20
Sawzall	Sawzall		120.00	0.82	5.76	23.04
Sawzall	Sawzall	RS325	129.00	0.88	6.19	24.77
Sawzall	Sawzall	DWD310/DWD311	129.99	0.89	6.24	24.96
Sawzall	Sawzall, Cordless	DCS380	99.00	0.68	4.75	19.01
Sawzall	Sawzall, Cordless	XRJ02	100.00	0.69	4.80	19.20
Shears	Electric Shears	6850	170.00	1.17	8.16	32.64
Shears	Electric Shears	SS404	279.00	1.91	13.39	53.57
Shears	Electric Shears	DW890	170.00	1.17	8.16	32.64
Shears	Electric Shears	D28605	215.00	1.47	10.32	41.28
Shop Vacs	HEPA Vac	DWV010	300.00	2.06	14.40	57.60
Shop Vacs	HEPA Vac	VAC090A	500.00	3.43	24.00	96.00
Shop Vacs	HEPA Vac	VC 20-U	929.00	6.37	44.59	178.37
Shop Vacs	Shop Vacs		110.00	0.75	5.28	21.12
Shop Vacs	Shop Vacs	WD1450	100.00	0.69	4.80	19.20
Shop Vacs	Shop Vacs	WD06070	49.97	0.34	2.40	9.59
Site Utility Vehicles	570, Full Size	Ranger	10600.00	17.86	125.00	500.00
Staplers	Crown Stapler	BW6532	195.00	1.34	9.36	37.44
Staplers	Crown Stapler	SNS200XP	210.00	1.44	10.08	40.32
Staplers	Crown Stapler	NS150C	90.00	0.62	4.32	17.28
Staplers	Crown Stapler	SNS40	180.00	1.23	8.64	34.56
Steel Hopper	Self Dumping Steel Hopper		1100.00	7.54	52.80	211.20
Step Ladders	Step Ladder, 10'		225.00	1.54	10.80	43.20
Step Ladders	Step Ladder, 12'		265.00	1.82	12.72	50.88

Category	Item Description	Model	Base Value	Daily Rate*	Weekly Rate*	Monthly Rate*
Step Ladders	Step Ladder, 4'		105.00	0.72	5.04	20.16
Step Ladders	Step Ladder, 6'		140.00	0.96	6.72	26.88
Step Ladders	Step Ladder, 8'		175.00	1.20	8.40	33.60
Stop/Slow Paddles	Stop/Slow Paddles		30.00	0.21	1.44	5.76
Suction Cups	Glass Suction Cups		75.00	0.51	3.60	14.40
Survey & Measuring Equipment	Builders Level	AL-M5C	500.00	3.43	24.00	96.00
Survey & Measuring Equipment	Builders Level	C32	1150.00	7.89	55.20	220.80
Survey & Measuring Equipment	Builders Level	C330	1150.00	7.89	55.20	220.80
Survey & Measuring Equipment	Builders Level	AT-B3A	615.00	4.22	29.52	118.08
Survey & Measuring Equipment	Data Collector	FC-6000	3000.00	3.96	27.69	110.77
Survey & Measuring Equipment	Laser Eye	M-1177	300.00	2.06	14.40	57.60
Survey & Measuring Equipment	Laser Eye	LS-70C	195.00	1.34	9.36	37.44
Survey & Measuring Equipment	Laser Eye	1275	300.00	2.06	14.40	57.60
Survey & Measuring Equipment	Laser Level	CL2	109.00	0.75	5.23	20.93
Survey & Measuring Equipment	Layout Navigator	LN-150	2000.00	17.93	125.54	502.15
Survey & Measuring Equipment	Pocket Laser	PMP-45	539.00	3.70	25.87	103.49
Survey & Measuring Equipment	Pocket Laser	PM24	339.00	2.32	16.27	65.09
Survey & Measuring Equipment	Pocket Laser	GCL 2-160 S	179.00	1.23	8.59	34.37
Survey & Measuring Equipment	Pocket Laser	ILM-XT	278.00	1.91	13.34	53.38
Survey & Measuring Equipment	Pocket Laser	PMP-34	339.00	2.32	16.27	65.09
Survey & Measuring Equipment	Pocket Laser	GPL3	109.00	0.75	5.23	20.93
Survey & Measuring Equipment	Pocket Laser	GCL100-8	389.00	2.67	18.67	74.69
Survey & Measuring Equipment	Rinker Rod, 6'		55.00	0.38	2.64	10.56
Survey & Measuring Equipment	Rotating Laser	RL-H3C	715.00	4.90	34.32	137.28
Survey & Measuring Equipment	Rotating Laser	LP30	715.00	4.90	34.32	137.28
Survey & Measuring Equipment	Rotating Laser	LL500	1100.00	7.54	52.80	211.20
Survey & Measuring Equipment	Rotating Laser	L-200	850.00	5.83	40.80	163.20
Survey & Measuring Equipment	Rotating Laser	LB-9	715.00	4.90	34.32	137.28
Survey & Measuring Equipment	Total Station	GTS-313	5170.00	17.73	124.08	496.32
Survey & Measuring Equipment	Transit Level	DT-209	2700.00	9.26	64.80	259.20
Survey & Measuring Equipment	Transit Level	DT-6	4000.00	13.71	96.00	384.00
Survey & Measuring Equipment	Transpointer	PX-10	769.00	5.27	36.91	147.65
Table Saw	Table Saw, 10"	DW744	300.00	2.06	14.40	57.60
Table Saw	Table Saw, 10"	DWE7490	500.00	3.43	24.00	96.00
Table Saw	Rolling Table Saw Stand	DW7440R	150.00	1.03	7.20	28.80
Table Saw	Table Saw Stand	DW7451	80.00	0.55	3.84	15.36
Temporary Lighting	Halogen Stand Lights, Dual		55.00	0.38	2.64	10.56
Temporary Lighting	Halogen Stand Lights, Single		25.00	0.17	1.20	4.80
Temporary Lighting	LED Stand Light, Dual	K40070	99.97	0.69	4.80	19.19
Temporary Lighting	LED Stand Light, Single	K40066	29.97	0.21	1.44	5.75
Temporary Lighting	LED Bay Lights		140.00	0.96	6.72	26.88
Temporary Lighting	Light Strings, 100'		190.00	1.30	9.12	36.48
Temporary Lighting	Wobble Lights		200.00	1.37	9.60	38.40
Temporary Power Accessories	Temporary Power Cord Pigtail		200.00	1.37	9.60	38.40
Temporary Power Accessories	Temporary Power Cord Y-Adapter		190.00	1.30	9.12	36.48
Temporary Power Box	Temporary Power Box		400.00	2.74	19.20	76.80
Temporary Power Cord	Temporary Power Cord, 100'		350.00	2.40	16.80	67.20
Temporary Power Cord	Temporary Power Cord, 50'		250.00	1.71	12.00	48.00
Tool Box	Compact Field Office	7060-CFO	1850.00	6.34	44.40	177.60
Tool Box	Tool Box, Large		1815.00	6.22	43.56	174.24
Tool Box	Tool Box, Medium		1050.00	3.60	25.20	100.80
Tool Box	Tool Box, Small		692.00	2.37	16.61	66.43
Tool Cart	Tool Cart		195.00	1.34	9.36	37.44
Tools In SPG Shop	15" Planer	G1021Z	2750.00	18.86	132.00	528.00
Tools In SPG Shop	8" Jointer	G1018	1000.00	6.86	48.00	192.00
Tools In SPG Shop	Air Compressor	2475N5	2961.00	20.30	142.13	568.51
Tools In SPG Shop	Compound Miter Saw, 12"	DWS780	600.00	4.11	28.80	115.20
Tools In SPG Shop	Dowel Press	OR-1458	600.00	4.11	28.80	115.20
Tools In SPG Shop	Drill Press	0005	400.00	2.74	19.20	76.80
Tools In SPG Shop	Dust Collection Vacuum	075-3	1300.00	8.91	62.40	249.60

Category	Item Description	Model	Base Value	Daily Rate*	Weekly Rate*	Monthly Rate*
Tools In SPG Shop	Line Boring Machine	R113	2200.00	15.09	105.60	422.40
Tools In SPG Shop	Oscillating Spindle Sander	113.225906	300.00	2.06	14.40	57.60
Tools In SPG Shop	Panel Router	145	4500.00	30.86	216.00	864.00
Tools In SPG Shop	Table Saw	66	2100.00	14.40	100.80	403.20
Tools In SPG Shop	Table Saw	66-TA SAW	3775.00	25.89	181.20	724.80
Tools In SPG Shop	Thin Line Bench Grinder	Unknown	80.00	0.55	3.84	15.36
Tools In SPG Shop	Tool Box, Large		1815.00	12.45	87.12	348.48
Torque Wrench	Torque Wrench, 1/2"		80.00	0.55	3.84	15.36
Torque Wrench	Torque Wrench, 1/2"		80.00	0.55	3.84	15.36
Trash Can	Trash Can	Brute	30.00	0.21	1.44	5.76
Trash Cart	Trash Cart, 1cy		745.00	5.11	35.76	143.04
Trash Cart	Trash Cart, 3cy		1750.00	12.00	84.00	336.00
Trucks	1 Ton, Dump Bed	F-450	17500.00	120.00	840.00	3360.00
Upright Vacuum	Upright Vacuum		150.00	1.03	7.20	28.80
Water Pumps	2" Submersible Pump		350.00	2.40	16.80	67.20
Water Pumps	2" Submersible Pump		350.00	2.40	16.80	67.20
Water Pumps	2" Water Pumps		150.00	1.03	7.20	28.80
Water Pumps	2" Water Pumps		350.00	2.40	16.80	67.20
Water Pumps	4" Trash Pump		600.00	4.11	28.80	115.20
Water Pumps	Discharge Hose, 2"x100'	2"x100'	62.00	0.43	2.98	11.90
Water Pumps	Discharge Hose, 2"x50'	2"x50'	35.00	0.24	1.68	6.72
Water Pumps	Discharge Hose, 3"x100'	3"x100'	116.00	0.80	5.57	22.27
Water Pumps	Garden Hose Pump	SUP54-HD	94.98	0.65	4.56	18.24
Water Pumps	Garden Hose Pump		119.00	0.82	5.71	22.85
Water Pumps	Sump Pump	DT-2037	350.00	2.40	16.80	67.20
Water Pumps	Water Pump	Water Pump	150.00	1.03	7.20	28.80
Water Pumps	Water Pump	Water Pump	150.00	1.03	7.20	28.80
Welders	Plasma Cutter with built in Air	PCH-10	1250.00	8.57	60.00	240.00
Welders	Welder	Migmaster 250	850.00	5.83	40.80	163.20
Welders	Welder	Milleromatic 140	769.00	5.27	36.91	147.65
Welders	Welder	AC-225-S	309.00	2.12	14.83	59.33
Welders	Wire Welder	Wire Welder	769.00	5.27	36.91	147.65
Wheelbarrow	Wheelbarrow	barrow	145.00	0.99	6.96	27.84
Phone	Phone		700	1.20	8.40	33.60
Computer/Tablet/Peripherals	Surface/Computer		2500	4.29	30.00	120.00
Computer/Tablet/Peripherals	iPad		600	1.03	7.20	28.80
Computer/Tablet/Peripherals	Printer		300	0.51	3.60	14.40
Computer/Tablet/Peripherals	Wireless Card		200	0.34	2.40	9.60

AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

City of Wilsonville Capital Improvement Project #8113
28601 SW Boberg Rd
Wilsonville, OR 97070

THE OWNER:

(Name, legal status and address)

City of Wilsonville Public Works Department
30000 SW Town Center Loop East
Wilsonville, OR 97070

THE ARCHITECT:

(Name, legal status and address)

Scott Edwards Architecture, L.L.P. (SEA)
2525 E Burnside St
Portland, OR 97214
T: 503-226-3617
ORBAE Registration No. ARF-0357

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ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The 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 the Owner and by Separate Contractors.

§ 1.1.5 The 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.

§ 1.1.6 The 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.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.1.9 **The Project Manual** The Project Manual is a volume assembled for the Work which may include the bidding requirements, sample forms, Conditions of the Contract and Specifications. Within three days of receipt of documents, the Contractor shall check his copies of the Project Manual with the Index bound therein to be sure that they are complete.

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§ 1.1.10 Additional Abbreviations and Definitions

Additional abbreviations and definitions are covered under in Division I of the Project Manual, in the Divisions 21, 22, 23, 26, 27, 28, 31, 32 and 33, and on the Drawings.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

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§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use the Architect's standard Electronic Document Release, attached hereto as Exhibit YY and incorporated for reference, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Architect shall use Autodesk AutoCAD (Computer-Aided Design) or Revit Building Information Modeling ("BIM") as a design tool, only. The CAD file or BIM model shall not be a Construction Document. Construction Documents shall be delivered by Architect and its Consultants as a traditional two-dimensional set of plans. Architect shall share its CAD file or BIM model with Owner or Contractor for their convenience, and subject to Architect's standard Electronic Document Release, attached hereto as Exhibit YY and incorporated for reference. Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in the Architect's standard Electronic Document Release, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Owner reasonably believes at the time of entering into this Agreement that sufficient funds are available and authorized by the Owner to finance this Work through final completion, within the Owner's appropriations or limitations. This assertion is based on the public records of the Owner and the financial capacity represented therein. Notwithstanding, no portion of this section shall eliminate Owner's right to suspend or terminate this Agreement, as provided for in Article 14 of the General Conditions.

(Paragraph Deleted)

§ 2.2.2 The Owner shall pay the general fire & life safety and structural plan checking fee, general building permit fee, and system development charges (SDC) required by City, County or State Building Departments. All subcontract plan check and permit fees, and all Bidder designed and engineered system plan check and permit fees will be the responsibility of the Contractor.

§ 2.2.3 The Contractor will be furnished free of charge two (2) copies of the Drawings and Project manual. Additional sets will be furnished at the cost of reproduction, postage and handling.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor two (2) copies of the Contract Documents and Project Manuals for purposes of making reproductions pursuant to Section 1.5.2. Additional sets will be furnished at the cost of reproduction, postage and handling.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

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§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.2.1 Notwithstanding the provisions of 3.2.2 above, the Contractor shall endeavor to discover any errors, omissions, or inconsistencies in the Contract Documents or with field conditions, to the best of their knowledge and capability, and to the generally accepted level of competence for the construction industry in the geographic location of this project, so as to avoid any adverse impact on either time or cost to the Project.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.3.1 Notwithstanding the provisions of 3.2.3 above, the Contractor shall, to the best of their knowledge and capability, and to the generally accepted level of competence for the construction industry in the geographic location of this project, be responsible to perform all Work under this Contract in accordance with all applicable building codes and regulations.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor 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. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

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§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.1.1 Refer to Project Manual Section 01 10 00, Owner Furnished Work, for additional requirements.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order.

§ 3.4.2.1 After the Contract has been executed, the Owner and the Architect will consider a request for the substitution of products in place of those specified only under the conditions set forth in Section 01 25 00, "Substitution Procedures".

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

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3.4.4 In accordance with ORS 279C.520, no person shall be employed to perform Work under the Contract for more than ten (10) hours in any one day or forty (40) hours in any one week, except in cases of necessity, emergency or where public policy absolutely requires it. In such instances, Contractor shall pay the employee at least time and a half pay: (a) 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; or (b) 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 (c) For all Work performed on Saturday and on any legal holiday specified in ORS 279C.540. This provision will not apply if the Contractor is currently a party to a collective bargaining agreement in effect with any labor organization.

§3.4.5 Contractor shall cause a circular to be posted in accordance with ORS 279C.545 and ORS 279C.840 regarding claim rights and limitations for overtime pay and benefits.

§3.4.6 Contractor agrees to be bound by and shall fully comply with ORS 279C.800 through 279C.875, concerning payment of not less than prevailing wage rates. Contractor shall ensure that each worker in each trade or occupation who is employed in the performance of the Work under these Contract Documents, either by Contractor, Subcontractor, or other person doing or contracting to do the whole or any part of the Work, shall be paid not less than the applicable prevailing wage rates.

§ 3.5 Warranty

§ 3.5.1 Contractor shall provide a full warranty for all Work, for a period of one (1) year from the date of Final Acceptance of all Work. Contractor shall supply all manufacturer warranties to Owner no later than Final Completion.

§ 3.5.2 In addition to, and not in lieu of, any other warranties provided by various manufacturers and suppliers, Contractor fully warrants all Work for a period of one (1) year from the date of Final Acceptance of the Work and shall make all necessary repairs and replacements to remedy, in a manner satisfactory to the City's Project Manager and at no cost to the City, any and all defects, breaks, or failures of the Work occurring within one (1) year following the date of completion due to faulty or inadequate materials or workmanship. Repair of damage or disturbances to other improvements under, within, or adjacent to the Work, whether or not caused by settling,

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washing, or slipping, when such damage or disturbance is caused, in whole or in part, from activities of Contractor in performing Contractor's duties and obligations under this Contract, is also covered by the warranty when such defects or damage occur within the warranty period. The one (1) year warranty period shall, with relation to such required repair, be extended ten (10) years from the date of completion of such repair.

§ 3.5.3 If Contractor, after written notice, fails within ten (10) days to proceed to comply with the terms of this Section, the City may have the defects corrected, and Contractor and Contractor's surety shall be liable for all expense incurred. In case of an emergency where, in the opinion of the City's Project Manager, delay would cause serious loss or damage, repairs may be made without notice being given to Contractor, and Contractor or Contractor's surety shall pay the cost of repairs. Failure of the City's Project Manager to act in case of an emergency shall not relieve Contractor or Contractor's surety from liability and payment of all such costs.

§ 3.5.4 Current State Law (ORS 12.135) provides for a ten (10) year period, from the time of Substantial Completion, for the City to file a claim for repairs of defective Work due to Contractor's improper use of materials and/or workmanship, and Contractor agrees it is bound thereby.

§ 3.5.5 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.1.1 All fees except as specified above under subparagraph 2.2.2.1 shall be included in the Contract and shall be paid by Contractor. Contractor is to secure all certificates of inspection and of occupancy as required by the public authority. Each Subcontractor shall secure and pay for all special permits, fees and licenses for his work. Deliver all permits and certificates to Owner at completion.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) 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 Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

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§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§3.7.6 Contractor shall conform to the requirements of all permits required to complete the Project. Such requirements are hereby made a part of these Contract Documents as fully and completely as though the same were set forth herein.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

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§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.10.4 The Contractor and all Subcontractors, suppliers and manufacturers shall schedule materials, deliveries and installations to conform with the Contractor's progress schedule, and provisions to this effect shall be included in all subcontracts. The Contractor shall schedule and coordinate the work of all Contractors on the project through the use of a CPM schedule, under the conditions set forth in Section 01 32 00 "Construction Progress Documentation".

§ 3.10.5 The Contractor shall furnish and pay for preparation of the CPM schedule, based on Contractor input as set forth herein above including monthly updating thereof, and include costs for same in the Base Bid.

§ 3.10.6 The construction schedule shall be organized with line items to match the Table of Contents of the Project Manual.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and

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coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor 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.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.12.11 The method, type, and number of shop drawings and samples are to be submitted as set forth in the Project Manual, Section 01 33 00; conform thereto.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Provisions for cutting and patching are included in the Project Manual, Section 01 73 01; conform thereto. Any references to Paragraph 3.14 elsewhere in the Contract Documents shall be read as referring to the same subject matter in Section 01 73 00.

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§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, and their respective consultants, agents, officers, directors, and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees (both at trial and on appeal), relating to, arising out of, or resulting from, directly or indirectly, performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by 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. Contractor shall defend Owner and Architect (using legal counsel reasonably acceptable to each) against any claim that alleges negligent acts, omissions, errors, or willful or reckless misconduct by Contractor. As used in this Section 3.18, the term "Contractor" applies to Contractor and its own agents, employees, and suppliers, and to all of Contractor's subcontractors, including their agents, employees, and suppliers. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT**§ 4.1 General**

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.1.3 The Architect is not bound to define the limits of any subcontract, and will not enter into disputes between the Contractor and their employees, including subcontractors.

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§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.7.1 Review of submittals is only for general conformance with the design concept of the Project and general compliance with the information given in the Contract Documents. The review does not affect the Contractor's responsibility to perform all Construction Contract requirements with no change in contract price or time. Any

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action shown by the Architect is subject to the requirements of the plans, specifications and other Contract Documents. The Contractor is responsible to confirm and correlate dimensions at the site, for information that pertains to the fabrication processes, for the means, methods, techniques, procedures, sequences and quantities necessary to complete the Construction Contract and for coordination of the work of all trades and satisfactory performance of its work. The review by the Architect is undertaken solely to satisfy Architect's obligations, if any, to the Owner and shall not give rise to any claim by the Contractor or other parties against the Architect or Owner.

§ 4.2.8 The Architect may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, but in no case later than seven (7) days, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2)

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requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.2.5 Not later than ten (10) days after the Notice to Proceed, the Contractor shall provide the Owner with copies of all Subcontractor agreements with a contract value of \$50,000.00 or greater. These Subcontractor agreements shall match those submitted on the First-Tier Subcontractor Disclosure Form in the Project Manual, Section 00 45 21.

This provision is in addition to, and not in lieu of, Contractor's requirement to provide the First-Tier Subcontractor Disclosure Form required pursuant to ORS 279C3.70.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

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§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

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§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Contractor and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.2.2 Change Orders shall be prepared on AIA Document G701.

§ 7.2.3 The Contractor shall submit quotations in response to Architect's request for proposal in a timely fashion so as to avoid delay in the construction schedule, but no later than 14 days from initial receipt of the request.

§ 7.2.4 Contractor, and subcontractors through the Contractor, shall set forth documentation in accordance with applicable provisions of Paragraph 8.3 covering disruptions or delays, if any, to be caused in the Work due to change orders.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Contractor and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 The Contractor shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable

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amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.6 Upon written acceptance by the Owner and the Architect of a Construction Change Directive, the Construction Change Directive shall be effective immediately and shall be recorded as a Change Order, and the Contractor shall promptly proceed with the change in the Work. If the Contractor disagrees with any adjustments made by the Architect in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions in Article 15.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change subject to the following schedule:

- .1 For the Contractor, for Work performed by the Contractor's own forces, 10 percent of the cost.
- .2 For the Contractor, for Work performed by the Contractor's Subcontractor, 10 percent of the amount due the Subcontractor.
- .3 For each Subcontractor or Sub-subcontractor involved, for Work performed by that Subcontractor's or Sub-subcontractor's own forces, 10 percent of the cost.
- .4 For each Subcontractor, for Work performed by the Subcontractor's Sub-subcontractors, 5 percent of the amount due the Sub-subcontractor.
- .5 Cost to which overhead and profit is to be applied shall be determined in accordance with Subparagraph 7.3.6.
- .6 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also. In no case will a change involving over \$500.00 be approved without such itemization.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Contractor will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor

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change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

§ 8.3.4 The Contractor and the Contractor's surety shall be liable for and shall pay the Owner the sums hereinafter stipulated as liquidated damages for each calendar day of delay beyond the Substantial and Final Completion. Liquidated damages for failure to meet the Substantial Completion date shall be five hundred dollars (\$500) per calendar day until the issuance of the Certificate of Substantial Completion. Liquidated damages shall be one thousand dollars (\$1,000) per calendar day for each day that expires after the time specified in the Contract Documents for the Work to reach Final Completion and be ready for final payment.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents. Contractor's unit prices and Contract Sum are all inclusive and include, but are not limited to, all work-related costs, expenses, salaries or wages, plus fringe benefits and contributions, including payroll taxes, workers compensation insurance, liability insurance, profit, pension benefits, and all other contributions and benefits, office expenses, travel expenses, mileage, and all other indirect and overhead charges, including, but not limited to, the Oregon Corporate Activity Tax (CAT), as may be amended.

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§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.1.3 Retainage will be withheld at a rate of five (5) percent.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the

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Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 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; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.
- .8 Failure to present affidavit pertaining to wages paid as required by the Contract Documents.
- .9 Delay by the Contractor.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate

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agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seventeen (17) days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within ten (10) days after the date established in the Contract Documents, the amount certified by the Architect then the Contractor may, upon seven (7) additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up as provided for in the Contract Documents.

§ 9.8 Substantial Completion and Final Completion

§ 9.8.1 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 the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so

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that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, and the Contractor has met all prerequisite items specified in Section 01 77 00 and has provided to Owner an occupancy permit issued by the Building Department having jurisdiction, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.8.6 Should re-inspections be required because of failure of the Work to comply with claims of status of completion made by the Contractor, and the Owner incur costs for these unexpected additional services, then it is agreed that the Owner shall have the right to deduct the cost for such services from the final payment due the Contractor, subject to the following limitations:

- .1 That the Owner's claims for unnecessary re-inspections apply only to the period beginning with the Contractor's notice of substantial completion, and ending on the date of final acceptance;
- .2 That the definition of unnecessary inspections, and the cost for same shall be as set forth in Division 1 of this Project Manual, Section 01 77 00, entitled "Contract Closeout".

§ 9.8.7 Final Completion occurs when Contractor is eligible to receive the Final Payment as defined in §5.2 of the Agreement.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect 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.

§ 9.9.3 Unless otherwise agreed upon, 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.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect

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finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) 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, (3) a written statement that the Contractor knows of no 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, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and 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 Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees. Contractor must conform to the additional provisions pertaining to final acceptance of the Project and release of retainage are specified in Section 01 77 00 of this Project Manual.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a 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.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and

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- 3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 Contractor shall designate a competent, qualified, and experienced safety representative at the Site whose duties and responsibilities shall include enforcement of Local, State, and Federal safety regulations regarding excavations, the prevention of accidents, and the maintenance and supervision of construction site safety precautions and programs.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory 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 cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner 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 the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed

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by the Owner, the Owner 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 Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions of this Agreement. Insurance coverages shall be not less than the following:

§ 11.1.2 Commercial General Liability Insurance. Contractor and all subcontractors shall obtain, at each of their own expense, and keep in effect during the term of this Contract, comprehensive Commercial General Liability Insurance covering Bodily Injury and Property Damage, written on an "occurrence" form policy. This coverage shall include broad form Contractual Liability insurance for the indemnities provided under this Contract and shall be for the following minimum insurance coverage amounts: The coverage shall be in the amount of \$2,000,000 for each occurrence and \$5,000,000 general aggregate and shall include Products-Completed Operations Aggregate in the minimum amount of \$2,000,000 per occurrence, Fire Damage (any one fire) in the minimum amount of \$50,000, and Medical Expense (any one person) in the minimum amount of \$10,000. Contractor may obtain Excess Liability (Umbrella) coverage to meet the minimum insurance coverage amounts. All of the foregoing coverages must be carried and maintained at all times during this Contract.

§ 11.1.3 Professional Errors and Omissions Coverage. Contractor will be required agrees to carry Professional Errors and Omissions Liability insurance on a policy form appropriate to the professionals providing the Services hereunder with a limit of no less than \$2,000,000 per claim. Contractor shall maintain this insurance for damages alleged to be as a result of errors, omissions, or negligent acts of Contractor. Such policy shall have a retroactive date effective before the commencement of any work by Contractor on the Services covered by this Agreement, and coverage will remain in force for a period of at least three (3) years after termination of this Agreement. **§ 11.1.3**

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Business Automobile Liability Insurance. If Contractor will be using a motor vehicle in the performance of the Services herein, Contractor shall provide the City a certificate indicating that Contractor has business automobile liability coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than \$2,000,000.

§ 11.1.4 Workers Compensation Insurance. Contractor and all employers providing work, labor, or materials under this Agreement that are subject employers under the Oregon Workers Compensation Law shall comply with ORS 656.017, which requires them to provide workers compensation coverage that satisfies Oregon law for all their subject workers under ORS 656.126. Out-of-state employers must provide Oregon workers compensation coverage for their workers who work at a single location within Oregon for more than thirty (30) days in a calendar year. Contractors who perform work without the assistance or labor of any employee need not obtain such coverage. This shall include Employer's Liability Insurance with coverage limits of not less than \$500,000 each accident

§ 11.1.5 Notice of cancellation or change. There shall be no cancellation, material change, reduction of limits, or intent not to renew the insurance coverage(s) without 30 days written notice form the Contractor or its insurer(s) to the City of Wilsonville Public Works Department.

§ 11.1.6 Certificates of Insurance. As evidence of the insurance coverage required by this Contract, the Contractor will be required to furnish acceptable insurance certificates to the City of Wilsonville prior to issuance of a Notice to Proceed. The certificate will specify all of the parties who are Additional Insured. Insuring Companies or entities are subject to the City of Wilsonville acceptance. If requested, complete copies of insurance policies; trust agreements, etc. shall be provided to the City of Wilsonville. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

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11.1.7 The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, its officers and employees, the Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy **under coverage as broad as I.S.O. Forms CG 2010 or CG 2032, or their equivalent.** This insurance will include a severability of interest (cross liability clause). The Contractor's policy shall be designated as primary for both defense and indemnity, and any Owner's policies shall be excess."

§ 11.1.8 Liability Insurance shall include all major divisions of coverage and be on a comprehensive basis including:

1. Premises Operations (including X, C and U coverages as applicable).
2. Independent Contractor's Protective.
3. Products and Completed Operations.
4. Personal Injury Liability with Employment Exclusion deleted.
5. Contractual, including specified provision for Contractor's obligation under Paragraph 3.18.
6. Owned, non-owned and hired motor vehicles.
7. Broad Form Property Damage including Completed Operations.

§ 11.1.9 The General Liability coverages are to be provided by a Commercial General Liability Policy on an occurrence form. Claims made policies will not be accepted. General Liability insurance may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by an excess or umbrella liability policy.

§ 11.1.10 The Contractor shall not commence work under this Contract until they have obtained all the insurance required herein and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Approval of the insurance by the Owner shall not relieve or decrease the liability of the Contractor herein.

§ 11.1.11. The City will maintain, 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 2

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percent of each loss or \$50,000, whichever is more. The policy will include as loss payees the Owner, the Contractor, and its Subcontractors as their interest may appear

(Paragraph Deleted)

§ 11.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.4 Waiver of Subrogation

§ 11.4.1 Waiver of Subrogation endorsement via ISO Form CG 2404 or its equivalent shall be provided by Contractor for the benefit of Owner.

§ 11.5 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss.

§ 11.6 Adjustment and Settlement of Insured Loss

§ 11.6.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.6.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

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§ 12.2 Correction of Work**§ 12.2.1 Before Substantial Completion**

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition.. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor 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 Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS**§ 13.1 Governing Law**

The Contract shall be governed by the law of the State of Oregon, excluding that jurisdiction's choice of law rules.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

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§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 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. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. Independent laboratory or Special Inspector's tests for certain items of work will be paid for by the Owner as set forth under Section 01 45 00. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal 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 Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

(Paragraphs Deleted)

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

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- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, 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.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived in writing, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

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§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages or to seek relief in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. No claim shall be valid unless so made.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by Contractor shall be initiated by notice to Owner and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by Contractor under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. No claim shall be valid unless made.

(Paragraph Deleted)

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, or Section 6.3 of the AIA Document A101-2017, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

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§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The 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.

§ 15.1.6.2 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.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

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§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

(Paragraph Deleted)

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, may be subject to mediation if agreed to by the parties. If the parties agree to mediation, a mediator will be selected through Arbitration Services of Portland in accordance with its processes and procedures.

(Paragraph Deleted)

§ 15.3.3 The parties shall share the mediator's fee.. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in the court specified in Section 6.2 of the Contract.

§ 15.4 Dispute Resolution

§ 15.4.1 Dispute resolution is subject to the requirements of

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Section 6.2 of the Contract.

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Additions and Deletions Report for AIA® Document A201® – 2017

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ARTICLE 1 GENERAL PROVISIONS

...

§ 1.1.9 The Project Manual The Project Manual is a volume assembled for the Work which may include the bidding requirements, sample forms, Conditions of the Contract and Specifications. Within three days of receipt of documents, the Contractor shall check his copies of the Project Manual with the Index bound therein to be sure that they are complete.

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§ 1.1.10 Additional Abbreviations and Definitions

...

Additional abbreviations and definitions are covered under in Division 1 of the Project Manual, in the Divisions 21, 22, 23, 26, 27, 28, 31, 32 and 33, and on the Drawings.

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The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use ~~AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, the Architect's standard Electronic Document Release, attached hereto as Exhibit YY and incorporated for reference,~~ to establish the protocols for the development, use, transmission, and exchange of digital data.

...

Architect shall use Autodesk AutoCAD (Computer-Aided Design) or Revit Building Information Modeling ("BIM") as a design tool, only. The CAD file or BIM model shall not be a Construction Document. Construction Documents shall be delivered by Architect and its Consultants as a traditional two-dimensional set of plans. Architect shall share its CAD file or BIM model with Owner or Contractor for their convenience, and subject to Architect's standard Electronic Document Release, attached hereto as Exhibit YY and incorporated for reference. Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™ 2013, Project Building Information Modeling Protocol Form, the Architect's standard Electronic Document Release, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

...

~~§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately. Owner reasonably believes at the time of entering into this~~

...

~~§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents. Agreement that sufficient funds are available and authorized by the Owner to finance this Work through final completion, within the Owner's appropriations or limitations. This assertion is based on the public records of the Owner and the financial capacity represented therein. Notwithstanding, no portion of this section shall eliminate Owner's right to suspend or terminate this Agreement, as provided for in Article 14 of the General Conditions.~~

...

~~§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.~~

...

~~§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order.~~ 2.2.2 The Owner shall pay the general fire & life safety and structural plan checking fee, general building permit fee, and system development charges (SDC) required by City, County or State Building Departments. All subcontract plan check and permit fees, and all Bidder designed and engineered system plan check and permit fees will be the responsibility of the Contractor.

...

~~The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.~~ § 2.2.3 The Contractor will be furnished free of charge two (2) copies of the Drawings and Project manual. Additional sets will be furnished at the cost of reproduction, postage and handling.

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~~§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy~~ two (2) copies of the Contract Documents and Project Manuals for purposes of making reproductions pursuant to Section 1.5.2. Additional sets will be furnished at the cost of reproduction, postage and handling.

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§ 3.2.2.1 Notwithstanding the provisions of 3.2.2 above, the Contractor shall endeavor to discover any errors, omissions, or inconsistencies in the Contract Documents or with field conditions, to the best of their knowledge and capability, and to the generally accepted level of competence for the construction industry in the geographic location of this project, so as to avoid any adverse impact on either time or cost to the Project.

...

§ 3.2.3.1 Notwithstanding the provisions of 3.2.3 above, the Contractor shall, to the best of their knowledge and capability, and to the generally accepted level of competence for the construction industry in the geographic location of this project, be responsible to perform all Work under this Contract in accordance with all applicable building codes and regulations.

PAGE 15

§ 3.4.1.1 Refer to Project Manual Section 01 10 00, Owner Furnished Work, for additional requirements.

...

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the

consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive Order.

...

§ 3.4.2.1 After the Contract has been executed, the Owner and the Architect will consider a request for the substitution of products in place of those specified only under the conditions set forth in Section 01 25 00, "Substitution Procedures".

...

§ 3.5 Warranty

...

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The 3.4.4 In accordance with ORS 279C.520, no person shall be employed to perform Work under the Contract for more than ten (10) hours in any one day or forty (40) hours in any one week, except in cases of necessity, emergency or where public policy absolutely requires it. In such instances, Contractor shall pay the employee at least time and a half pay: (a) 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; or (b) 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 (c) For all Work performed on Saturday and on any legal holiday specified in ORS 279C.540. This provision will not apply if the Contractor is currently a party to a collective bargaining agreement in effect with any labor organization.

...

§3.4.5 Contractor shall cause a circular to be posted in accordance with ORS 279C.545 and ORS 279C.840 regarding claim rights and limitations for overtime pay and benefits.

...

Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free §3.4.6 Contractor agrees to be bound by and shall fully comply with ORS 279C.800 through 279C.875, concerning payment of not less than prevailing wage rates. Contractor shall ensure that each worker in each trade or occupation who is employed in the performance of the Work under these Contract Documents, either by Contractor, Subcontractor, or other person doing or contracting to do the whole or any part of the Work, shall be paid not less than the applicable prevailing wage rates.

...

§ 3.5 Warranty

...

from defects, except § 3.5.1 Contractor shall provide a full warranty for all Work, for a period of one (1) year from the date of Final Acceptance of all Work. Contractor shall supply all manufacturer warranties to Owner no later than Final Completion.

PAGE 16

for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. § 3.5.2 In addition to, and not in lieu of, any other warranties provided by various manufacturers and suppliers, Contractor fully warrants all Work for a period of one (1) year from the date of Final Acceptance of the Work and shall make all necessary repairs and replacements to remedy, in a manner satisfactory to the City's Project Manager and at no cost to the City, any and all defects, breaks, or failures of the Work occurring within one (1) year following the date of completion due to faulty or inadequate materials or workmanship. Repair of damage or disturbances to other improvements under, within, or adjacent to the Work, whether or not caused by settling, washing, or slipping, when such damage or disturbance is caused, in whole or in part, from activities of Contractor in performing Contractor's duties and obligations under this Contract, is also covered by the warranty when such defects or damage occur within the warranty period. The one (1) year warranty period shall, with relation to such required repair, be extended ten (10) years from the date of completion of such repair.

...

If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality. § 3.5.3 If Contractor, after written notice, fails within ten (10) days to proceed to comply with the terms of this Section, the City may have the defects corrected, and Contractor and Contractor's surety shall be liable for all expense incurred. In case of an emergency where, in the opinion of the City's Project Manager, delay would cause serious loss or damage, repairs may be made without notice being given to Contractor, and Contractor or Contractor's surety shall pay the cost of repairs. Failure of the City's Project Manager to act in case of an emergency shall not relieve Contractor or Contractor's surety from liability and payment of all such costs.

...

§ 3.5.4 Current State Law (ORS 12.135) provides for a ten (10) year period, from the time of Substantial Completion, for the City to file a claim for repairs of defective Work due to Contractor's improper use of materials and equipment and/or workmanship, and Contractor agrees it is bound thereby.

...

~~§ 3.5.2~~ § 3.5.5 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

...

§ 3.7.1.1 All fees except as specified above under subparagraph 2.2.2.1 shall be included in the Contract and shall be paid by Contractor. Contractor is to secure all certificates of inspection and of occupancy as required by the public authority. Each Subcontractor shall secure and pay for all special permits, fees and licenses for his work. Deliver all permits and certificates to Owner at completion.

PAGE 17

§ 3.7.6 Contractor shall conform to the requirements of all permits required to complete the Project. Such requirements are hereby made a part of these Contract Documents as fully and completely as though the same were set forth herein.

PAGE 18

§ 3.10.4 The Contractor and all Subcontractors, suppliers and manufacturers shall schedule materials, deliveries and installations to conform with the Contractor's progress schedule, and provisions to this effect shall be included in all subcontracts. The Contractor shall schedule and coordinate the work of all Contractors on the project through the use of a CPM schedule, under the conditions set forth in Section 01 32 00 "Construction Progress Documentation".

...

§ 3.10.5 The Contractor shall furnish and pay for preparation of the CPM schedule, based on Contractor input as set forth herein above including monthly updating thereof, and include costs for same in the Base Bid.

...

§ 3.10.6 The construction schedule shall be organized with line items to match the Table of Contents of the Project Manual.

PAGE 19

§ 3.12.11 The method, type, and number of shop drawings and samples are to be submitted as set forth in the Project Manual, Section 01 33 00; conform thereto.

...

§ 3.14 Cutting and Patching Provisions for cutting and

...

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents. **patching are included in the Project Manual, Section 01 73 01; conform thereto. Any references to Paragraph 3.14 elsewhere in the Contract**

...

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work. **Documents shall be read as referring to the same subject matter in Section 01 73 00.**

PAGE 20

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, ~~Architect's consultants, and agents~~ and their respective consultants, agents, officers, directors, and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, ~~arising out of or resulting from~~ fees (both at trial and on appeal), relating to, arising out of, or resulting from, directly or indirectly, performance of the Work, provided that such claim, damage, loss, or expense is

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attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by 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. Contractor shall defend Owner and Architect (using legal counsel reasonably acceptable to each) against any claim that alleges negligent acts, omissions, errors, or willful or reckless misconduct by Contractor. As used in this Section 3.18, the term "Contractor" applies to Contractor and its own agents, employees, and suppliers, and to all of Contractor's subcontractors, including their agents, employees, and suppliers. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

...

§ 4.1.3 The Architect is not bound to define the limits of any subcontract, and will not enter into disputes between the Contractor and their employees, including subcontractors.

PAGE 22

~~§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and~~ 4.2.7.1 Review of submittals is only for general conformance with the design concept of the Project and general compliance with the information given in the Contract Documents. The review does not affect the Contractor's responsibility to perform all Construction Contract requirements with no change in contract price or time. Any action shown by the Architect is subject to the requirements of the plans, specifications and other Contract Documents. The Contractor is responsible to confirm and correlate dimensions at the site, for information that pertains to the fabrication processes, for the means, methods, techniques, procedures, sequences and quantities necessary to complete the Construction Contract and for coordination of the work of all trades and satisfactory performance of its work. The review by the Architect is undertaken solely to satisfy Architect's obligations, if any, to the Owner and shall not give rise to any claim by the Contractor or other parties against the Architect or Owner.

...

§ 4.2.8 The Architect may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

PAGE 23

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, but in no case later than seven (7) days, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

...

§ 5.2.5 Not later than ten (10) days after the Notice to Proceed, the Contractor shall provide the Owner with copies of all Subcontractor agreements with a contract value of \$50,000.00 or greater. These Subcontractor agreements shall match those submitted on the First-Tier Subcontractor Disclosure Form in the Project Manual, Section 00 45 21. This provision is in addition to, and not in lieu of, Contractor's requirement to provide the First-Tier Subcontractor Disclosure Form required pursuant to ORS 279C3.70.

PAGE 25

§ 7.2.1 A Change Order is a written instrument prepared by the ~~Architect-Contractor~~ and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

...

§ 7.2.2 Change Orders shall be prepared on AIA Document G701.

...

§ 7.2.3 The Contractor shall submit quotations in response to Architect's request for proposal in a timely fashion so as to avoid delay in the construction schedule, but no later than 14 days from initial receipt of the request.

...

§ 7.2.4 Contractor, and subcontractors through the Contractor, shall set forth documentation in accordance with applicable provisions of Paragraph 8.3 covering disruptions or delays, if any, to be caused in the Work due to change orders.

...

§ 7.3.1 A Construction Change Directive is a written order prepared by the ~~Architect-Contractor~~ and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

PAGE 26

§ 7.3.4 ~~If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect-~~ The Contractor shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

...

§ 7.3.5 ~~If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15-~~ 7.3.6 Upon written acceptance by the Owner and the

...

§ 7.3.6 ~~Upon receipt of a Construction Change Directive, Architect of a Construction Change Directive, the Construction Change Directive shall be effective immediately and shall be recorded as a Change Order, and the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.~~ Work. If the Contractor disagrees with any adjustments made by the Architect in the Contract

...

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order. Time, the Contractor may make a Claim in accordance with applicable provisions in Article 15.

...

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that ~~change~~ change subject to the following schedule:

...

.1 For the Contractor, for Work performed by the Contractor's own forces, 10 percent of the cost.

...

.2 For the Contractor, for Work performed by the Contractor's Subcontractor, 10 percent of the amount due the Subcontractor.

...

.3 For each Subcontractor or Sub-subcontractor involved, for Work performed by that Subcontractor's or Sub-subcontractor's own forces, 10 percent of the cost.

...

.4 For each Subcontractor, for Work performed by the Subcontractor's Sub-subcontractors, 5 percent of the amount due the Sub-subcontractor.

...

.5 Cost to which overhead and profit is to be applied shall be determined in accordance with Subparagraph 7.3.6.

...

.6 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also. In no case will a change involving over \$500.00 be approved without such itemization.

...

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the ~~Architect-Contractor~~ will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

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§ 8.3.4 The Contractor and the Contractor's surety shall be liable for and shall pay the Owner the sums hereinafter stipulated as liquidated damages for each calendar day of delay beyond the Substantial and Final Completion.

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Liquidated damages for failure to meet the Substantial Completion date shall be five hundred dollars (\$500) per calendar day until the issuance of the Certificate of Substantial Completion. Liquidated damages shall be one thousand dollars (\$1,000) per calendar day for each day that expires after the time specified in the Contract Documents for the Work to reach Final Completion and be ready for final payment.

...

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents. Contractor's unit prices and Contract Sum are all inclusive and include, but are not limited to, all work-related costs, expenses, salaries or wages, plus fringe benefits and contributions, including payroll taxes, workers compensation insurance, liability insurance, profit, pension benefits, and all other contributions and benefits, office expenses, travel expenses, mileage, and all other indirect and overhead charges, including, but not limited to, the Oregon Corporate Activity Tax (CAT), as may be amended.

PAGE 28

§ 9.3.1.3 Retainage will be withheld at a rate of five (5) percent.

PAGE 29

.8 Failure to present affidavit pertaining to wages paid as required by the Contract Documents.

...

.9 Delay by the Contractor.

PAGE 30

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within ~~seven-seventeen (17)~~ days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within ~~seven-ten (10)~~ days after the date established in the Contract Documents, the amount certified by the Architect ~~or awarded by binding dispute resolution,~~ then the Contractor may, upon seven (7) additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and ~~start-up, plus interest as start-upas~~ provided for in the Contract Documents.

...

§ 9.8 Substantial Completion and Final Completion

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§ 9.8.4 When the Work or designated portion thereof is substantially complete, and the Contractor has met all prerequisite items specified in Section 01 77 00 and has provided to Owner an occupancy permit issued by the Building Department having jurisdiction, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

...

§ 9.8.6 Should re-inspections be required because of failure of the Work to comply with claims of status of completion made by the Contractor, and the Owner incur costs for these unexpected additional services, then it is agreed that the Owner shall have the right to deduct the cost for such services from the final payment due the Contractor, subject to the following limitations:

...

.1 That the Owner's claims for unnecessary re-inspections apply only to the period beginning with the Contractor's notice of substantial completion, and ending on the date of final acceptance;

...

.2 That the definition of unnecessary inspections, and the cost for same shall be as set forth in Division 1 of this Project Manual, Section 01 77 00, entitled "Contract Closeout".

...

§ 9.8.7 Final Completion occurs when Contractor is eligible to receive the Final Payment as defined in §5.2 of the Agreement.

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§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) 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, (3) a written statement that the Contractor knows of no 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, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and 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 Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees. Contractor must conform to the additional provisions pertaining to final acceptance of the Project and release of retainage are specified in Section 01 77 00 of this Project Manual.

PAGE 33

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect. Contractor shall designate a competent, qualified, and experienced safety representative at the Site whose duties and responsibilities shall include enforcement of Local, State, and Federal safety regulations regarding excavations, the prevention of accidents, and the maintenance and supervision of construction site safety precautions and programs.

PAGE 34

~~§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The conditions of this Agreement. Insurance coverages shall be not less than the following:~~

...

~~Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.~~

~~§ 11.1.2 Commercial General Liability Insurance. Contractor and all subcontractors shall obtain, at each of their own expense, and keep in effect during the term of this Contract, comprehensive Commercial General Liability Insurance covering Bodily Injury and Property Damage, written on an "occurrence" form policy. This coverage shall include broad form Contractual Liability insurance for the indemnities provided under this Contract and shall be for the following minimum insurance coverage amounts: The coverage shall be in the amount of \$2,000,000 for each occurrence and \$5,000,000 general aggregate and shall include Products-Completed Operations Aggregate in the~~

...

~~§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located minimum amount of \$2,000,000 per occurrence, Fire Damage (any one fire) in the minimum amount of \$50,000, and Medical Expense (any one person) in the minimum amount of \$10,000. Contractor may obtain Excess Liability (Umbrella) coverage to meet the minimum insurance coverage amounts. All of the foregoing coverages must be carried and maintained at all times during this Contract.~~

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~~§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished. Professional Errors and Omissions Coverage. Contractor will be required agrees to carry Professional Errors and Omissions Liability insurance on a policy form appropriate to the professionals providing the Services hereunder with a limit of no less than \$2,000,000 per claim. Contractor shall maintain this insurance for damages alleged to be as a result of errors, omissions, or negligent acts of Contractor. Such policy shall have a retroactive date effective before the commencement of any work by Contractor on the Services covered by this Agreement, and coverage will remain in force for a period of at least three (3) years after termination of this Agreement.~~

~~§ 11.1.3 Business Automobile Liability Insurance. If Contractor will be using a motor vehicle in the performance of the Services herein, Contractor shall provide the City a certificate indicating that Contractor has business automobile liability coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than \$2,000,000.~~

...

~~§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual Workers Compensation Insurance. Contractor and all employers providing work, labor, or materials under this Agreement that are subject employers under the Oregon Workers Compensation Law shall comply with ORS 656.017, which requires them to provide workers compensation coverage that satisfies Oregon law for all their subject workers under ORS 656.126. Out-of-state employers must provide Oregon workers compensation coverage for their workers who work at a single location within Oregon for more than thirty (30) days in a calendar year. Contractors who~~

perform work without the assistance or labor of any employee need not obtain such coverage. This shall include Employer's Liability Insurance with coverage limits of not less than \$500,000 each accident

...

cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until § 11.1.5 Notice of cancellation or change. There shall be no cancellation, material change, reduction of limits, or intent not to renew the insurance coverage(s) without 30 days written notice form the Contractor or its insurer(s) to the City of Wilsonville Public Works Department.

...

the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage. § 11.1.6 Certificates of Insurance. As evidence of the insurance coverage required by this Contract, the Contractor will be required to furnish acceptable insurance certificates to the City of Wilsonville prior to issuance of a Notice to Proceed. The certificate will specify all of the parties who are Additional Insured. Insuring Companies or entities are subject to the City of Wilsonville acceptance. If requested, complete copies of insurance policies; trust agreements, etc. shall be provided to the City of Wilsonville. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

...

§ 11.2 Owner's Insurance

...

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain 11.1.7 The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

...

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives. The Owner, its officers and employees, the Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy under coverage as broad as I.S.O. Forms CG 2010 or CG 2032, or their equivalent. This insurance will include a severability of interest (cross liability clause). The Contractor's policy shall be designated as primary for both defense and indemnity, and any Owner's policies shall be excess."

...

all rights against the Contractor, Subcontractors, § 11.1.8 Liability Insurance shall include all major divisions of coverage and be on a comprehensive basis including:

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User Notes:

...

1. Premises Operations (including X, C and U coverages as applicable).

...

2. Independent Contractor's Protective.

...

3. Products and Completed Operations.

...

4. Personal Injury Liability with Employment Exclusion deleted.

...

5. Contractual, including specified provision for Contractor's obligation under Paragraph 3.18.

...

~~and Sub-subcontractors~~ 6. Owned, non-owned and hired motor vehicles.

...

7. Broad Form Property Damage including Completed Operations.

...

~~to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.~~ § 11.1.9 The General Liability coverages are to be provided by a Commercial General Liability Policy on an occurrence form. Claims made policies will not be accepted. General Liability insurance may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by an excess or umbrella liability policy.

...

~~§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the-~~ § 11.1.10 The Contractor shall not commence work under this Contract until they have obtained all the insurance required herein and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Approval of the insurance by the Owner shall not relieve or decrease the liability of the Contractor herein.

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insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance. § 11.1.11. The City will maintain, 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 2 percent of each loss or \$50,000, whichever is more. The policy will include as loss payees the Owner, the Contractor, and its Subcontractors as their interest may appear

...

§ 11.3 Waivers of Subrogation

...

~~§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from 11.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.~~

...

~~the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property. § 11.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.~~

...

§ 11.3.2 If during the Project construction period the Owner insures properties, real 11.4 Waiver of Subrogation

...

~~or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance. § 11.4.1 Waiver of Subrogation endorsement via ISO Form CG 2404 or its equivalent shall be provided by Contractor for the benefit of Owner.~~

...

§ 11.4-11.5 Loss of Use, Business Interruption, and Delay in Completion Insurance

...

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. ~~The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.~~

...

§ 11.5-11.6 Adjustment and Settlement of Insured Loss

...

~~§ 11.5-11.6.1~~ A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

...

~~§ 11.5-2-11.6.2~~ Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

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~~§ 12.2.2.1~~ In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. ~~During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty condition.~~ If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

...

~~The Contract shall be governed by the law of the place where the Project is located, State of Oregon, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.~~

PAGE 38

§ 13.4.1 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. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. Independent laboratory or Special Inspector's tests for certain items of work will be paid for by the Owner as set forth under Section 01 45 00. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

...

§ 13.5 Interest

...

~~Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.~~

PAGE 39

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly ~~waived, waived in writing,~~ such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

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§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

...

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages or to seek relief in accordance with the Contract Documents.

...

~~The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2. No claim shall be valid unless so made.~~

...

~~§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, Contractor shall be initiated by notice to the other party Owner and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party Contractor under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. No claim shall be valid unless made.~~

...

~~§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.~~

...

~~§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, or Section 6.3 of the AIA Document A101-2017, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.~~

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~~§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.~~

...

~~§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.~~

...

~~§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall may be subject to mediation as a condition precedent to binding dispute resolution if agreed to~~

...

~~§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings by the parties. If the parties agree to mediation, a mediator will be selected through Arbitration Services of Portland in accordance with its processes and procedures.~~

...

~~§ 15.3.3~~ Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

...

~~§ 15.3.4-15.3.3~~ The parties shall share the mediator's fee and any filing fees equally. ~~fee.~~ The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in ~~any court having jurisdiction thereof.~~ the court specified in Section 6.2 of the Contract.

...

§ 15.4 ArbitrationDispute Resolution

...

~~§ 15.4.1~~ If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded. Dispute resolution is subject to the requirements of

...

~~§ 15.4.1.1~~ A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

...

~~§ 15.4.2~~ The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

...

~~§ 15.4.3~~ The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

...

§ 15.4.4 Consolidation or Joinder

...

~~§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

...

~~§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

...

~~§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement. Section 6.2 of the Contract.~~

Certification of Document's Authenticity
AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 19:22:48 ET on 06/02/2022 under Order No. 2114330221 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ - 2017, General Conditions of the Contract for Construction, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



**CITY COUNCIL MEETING
STAFF REPORT**

Meeting Date: August 1, 2022		Subject: Resolution No. 2991 Authorizing the City Manager to Execute a Second Amendment to the Construction Contract with Moore Excavation Inc. for the 5 th Street / Kinsman Road Extension Project (Capital Improvement Project No. 1139, 2099, 4196, 4215, & 9155) Staff Member: Zachary J. Weigel, P.E. City Engineer Department: Community Development	
Action Required		Advisory Board/Commission Recommendation	
<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input checked="" type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable Comments: N/A	
Staff Recommendation: Staff recommends Council adopt the Consent Agenda.			
Recommended Language for Motion: I move to adopt the Consent Agenda.			
Project / Issue Relates To:			
<input checked="" type="checkbox"/> Council Goals/Priorities: Goal 1.5 Implement existing transportation plans and advance planning efforts to improve our local transportation network.	<input checked="" type="checkbox"/> Adopted Master Plan(s): Transportation System Plan Project RE-04	<input type="checkbox"/> Not Applicable	

ISSUE BEFORE COUNCIL:

A City of Wilsonville Resolution approving a Second Amendment to the Construction Contract with Moore Excavation, Inc. in the amount of \$215,030.63 for construction of the 5th Street / Kinsman Road Extension (CIP #1139, 2099, 4196, 4215, and 9155) project.

EXECUTIVE SUMMARY:

On March 1, 2021, Council approved Resolution No. 2881, entering into a construction contract in the amount of \$10,852,526.98 with Moore Excavation Inc. for the construction the 5th Street / Kinsman Road Extension project (Project). The Project, currently under construction, extends 1000 feet of Kinsman Road south of Wilsonville Road, 1800 feet of 5th Street west of Boones Ferry Road with a new intersection of Kinsman Road and 5th Street, and 2000 feet of Ice Age Tonquin Trail and includes installation of two bridge crossings of Coffee Lake Creek, an upgraded railroad crossing at 5th Street, and extension of sanitary and water mains.

During the course of the Project construction, a number of design changes and pay item quantity adjustments have been identified by the project team that necessitate amendment of the construction contract term and compensation. The most significant of the changes include an increase in the quantity of steel reinforcement in the 5th Street and Kinsman Road Bridges over Coffee Lake Creek.

During review of material submittals, the project team discovered that the amount of steel reinforcement called for in the Project Bid Schedule prepared by the design engineer, Otak, Inc. (Otak) did not reflect the amount of steel reinforcement that Otak included in the Project construction design documents. The Project Bid Schedule included 55,863 pounds of reinforcement for the two bridges, which is the basis for the construction contract award and determination of the contract price. The amount of steel reinforcement necessary to build the two bridges in accordance with the approved construction documents is 188,200 pounds, resulting in much more steel reinforcement than was included in the construction contract. On April 18, 2022, Council authorized a settlement agreement with the design engineer, Otak, to settle all claims relating to the discrepancy in steel reinforcement quantity in the amount of \$50,000.

While the steel reinforcement discrepancy has been settled with the design engineer, the increase in steel reinforcement needs to be added to the construction contract, which requires an amendment to the compensation amount. Due to the significant increase in the amount of steel reinforcement added to the contract, the Contractor is offering an 8% price reduction for the unit price of the reinforcement pay item. The resulting construction contract increase due to the steel reinforcement discrepancy is \$352,343.00.

Other notable changes as part of the construction contract amendment include a reduction of rock excavation quantity due to less boulder removal than anticipated, reduction in Portland General Electric (PGE) underground electrical infrastructure to remove expansion of PGE facilities from City responsibility, modification of PGE vault lids located in sidewalks, upsized railroad utility

crossing casings to deal with boulder conflicts, addition of synthetic fiber reinforcement to bridge deck and impact panels, addition of safety fencing to bridge wing walls, and other minor modifications as detailed in **Exhibit A**. The construction contract amendment with a compensation amount increasing more than \$100,000, requires authorization by Council.

EXPECTED RESULTS:

Authorization of the contact amendment will allow continuation of the 5th Street / Kinsman Road Extension project as originally envisioned, while addressing identified constructability, safety, and durability concerns as construction work progresses. Upon completion, the Project will extend 1000 feet of Kinsman Road south of Wilsonville Road, 1800 feet of 5th Street west of Boones Ferry Road with a new intersection of Kinsman Road and 5th Street, and 2000 feet of Ice Age Tonquin Trail and includes installation of two bridge crossings of Coffee Lake Creek and a new railroad crossing, and extension of sanitary and water mains.

TIMELINE:

The construction contract amendment includes extension of the final completion date to February 22, 2023.

CURRENT YEAR BUDGET IMPACTS:

The approved Fiscal Year (FY) 22/23 budget includes funding for construction and contract administration, and overhead for the 5th Street / Kinsman Road Extension project. The source of project funds for this work include System Development Charges (SDC) and Year 2000 Urban Renewal Agency (URA) as summarized below:

CIP No.	Project Component	Funding Source	FY 22/23 Budget	Contract Amendment	Amended Contract Total
1139	Water System	Water SDC	\$5,000.00	\$63,733.00	\$1,323,331.78
2099	Sewer System	Sewer SDC	\$5,000.00	-\$52,874.30	\$1,817,381.82
4196	Roadway System	Year 2000 URA	\$3,417,633.00	\$204,171.93	\$7,453,681.99
4215	Road Maintenance	Road Mnt. Fee	\$5,000.00	\$0.00	\$152,000.00
9155	Trail System	Parks SDC	\$207,000.00	\$0.00	\$327,458.00
Total			\$3,639,633.00	\$215,030.63	\$11,073,853.59

Note that Project construction is budgeted across FY 21/22 and FY 22/23. Unspent funds from FY 21/22 will be transferred to FY 22/23 as part of the first budget supplement. The total budget includes a 5% construction contract contingency to allow for change order and contract amendments during construction. The contract amendment amounts for each Capital Improvement Project (CIP) as part of the Project are within the contingency amount and are

included in the overall construction budget.

COMMUNITY INVOLVEMENT PROCESS:

The Boones Ferry Road to Brown Road Connector Corridor Plan included an extensive community involvement process with multiple stakeholder meetings, two public meetings, an online survey, and hearings before both City Council and the Planning Commission.

During the 2017 design phase of the 5th Street / Kinsman Road Extension project, engagement of the community has included three public open houses, meetings with several landowners, two City Council meetings, and regular informational updates on the project website and social media.

Coordination and outreach to the surrounding community and adjacent property owners will continue throughout construction, providing regular updates and notifications through the use of flyers, door hangers, social media posts, press releases, and Boones Ferry Messenger articles.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

Construction of the 5th Street / Kinsman Road Extension project will provide additional connectivity in south Wilsonville with a new route between Old Town and Kinsman Road that parallels Wilsonville Road and provides an alternate to using the Wilsonville Road / Boones Ferry Road intersection, which experiences frequent congestion when I-5 approaches capacity. This project will also provide infrastructure and access to serve future industrial and residential development in the Arrowhead Creek Planning Area.

Along with constructing the roadway, both water and sanitary sewer will be extended within the road right-of-way. The project will construct a significant segment of Ice Age Tonquin Trail providing bicycle and pedestrian connectivity between the residential neighborhoods in southwest Wilsonville to commercial businesses along Boones Ferry Road, to Boones Ferry Park and Memorial Park, and to the neighborhoods east of I-5 and south of Wilsonville Road.

ALTERNATIVES:

The project design is based on coordination between City Staff, the design consultant team, neighboring property owners, the Old Town neighborhood, and City Council direction over the course of the Project design since 2016.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Resolution No. 2991
 - A. Second Amendment to 5th Street / Kinsman Road Extension Construction Contract

RESOLUTION NO. 2991**A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE THE SECOND AMENDMENT TO CONSTRUCTION CONTRACT WITH MOORE EXCAVATION, INC. FOR THE 5TH STREET / KINSMAN ROAD EXTENSION PROJECT.**

WHEREAS, the City has planned and budgeted for completion of Capital Improvements Projects #1139, 2099, 4196, 4215, & 9155, known as 5th Street / Kinsman Road Extension project (the Project); and

WHEREAS, the City authorized a Construction Contract (Resolution No. 2881) with Moore Excavation, Inc. (“Contractor”) to construct the Project in the amount of \$10,852,526.98 on March 1, 2021; and

WHEREAS, the City desires to amend the Construction Contract with Moore Excavation, Inc. to construct the work described in Exhibit A.

NOW, THEREFORE, THE CITY OF WILSONVILLE RESOLVES AS FOLLOWS:

Section 1. The procurement process for the Project duly followed Oregon Public Contracting Rules, and Moore Excavation, Inc. has provided an acceptable cost proposal to construct the added work, as described in Exhibit A.

Section 2. The City of Wilsonville, acting as the Local Contract Review Board, authorizes the City Manager to enter into and execute, on behalf of the City of Wilsonville, a Construction Contract amendment with Moore Excavation Inc. for a stated value of \$215,030.63 in substantially the form as attached hereto as Exhibit A.

Section 3. The Amendment will also incorporate an earlier change order to the Construction Contract (“First Amendment”) in the amount of \$6,295.98, for an amended Construction Contract total of \$11,073,853.59.

Section 4. Effective Date. This Resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 1st day of August, 2022, and filed with the Wilsonville City Recorder this date.

JULIE FITZGERALD, MAYOR

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Fitzgerald

Council President Akervall

Councilor Lehan

Councilor West

Councilor Linville

EXHIBITS:

- A. Second Amendment to 5th Street / Kinsman Road Extension Construction Contract

**CITY OF WILSONVILLE
SECOND AMENDMENT TO CONSTRUCTION CONTRACT**

5th Street/Kinsman Road Extension

This Second Amendment to Construction Contract (“Second Amendment”) is effective the ____ day of July 2022 (“Effective Date”), by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (“City”), and **Moore Excavation, Inc.**, an Oregon corporation (“Contractor”), upon the terms and conditions set forth below.

RECITALS

WHEREAS, the City entered into a Construction Contract (“Contract”) with Contractor on March 1, 2021, relating to the 5th Street/Kinsman Road Extension Project (“Project”); and

WHEREAS, the City entered into a Change Order to the Construction Contract (“First Amendment”) with Contractor on December 3, 2021; and

WHEREAS, the City requires additional services which Contractor is capable of providing, under terms and conditions hereinafter described; and

WHEREAS, the City and Contractor anticipate that additional time is needed to complete the Services stated in the Contract and the Additional Services described in this Second Amendment; and

WHEREAS, Contractor represents that Contractor is qualified to perform the Additional Services described herein on the basis of specialized experience and technical expertise; and

WHEREAS, Contractor is prepared to provide such Additional Services as the City does hereinafter require;

NOW, THEREFORE, in consideration of these mutual promises and the terms and conditions set forth herein, the parties agree as follows:

AGREEMENT

The Contract is amended as follows:

Section 1. Term

The term of the Contract is hereby extended as follows: The Substantial Completion Date is extended to January 22, 2023, and the Final Completion Date is extended to February 22, 2023.

Section 2. Additional Services To Be Provided

Contractor will perform the Additional Services more particularly described in **Exhibit B** (Pay Item Detailed Description) and **Exhibit C** (Price Information & Design Revisions), attached hereto and incorporated by reference herein, pursuant to all original terms of the Contract, except as modified herein.

Section 3. Compensation

The City agrees to pay Contractor the unit price not-to-exceed amount of TWO HUNDRED FIFTEEN THOUSAND THIRTY DOLLARS AND SIXTY-THREE CENTS (\$215,030.63) for performance of the Additional Services (“Second Amendment Contract Sum”) which, when totaled with the Contract Price with All Approved Change Orders from Change Order No. 1, equals a total not-to-exceed amount of ELEVEN MILLION SEVENTY-THREE THOUSAND EIGHT HUNDRED FIFTY-THREE DOLLARS AND FIFTY-NINE CENTS (\$11,073,853.59) for performance of the Work and Additional Services (“Total Contract Sum”). Contractor’s estimate of time and materials is attached hereto as **Exhibit A** (Pay Item Adjustment), and incorporated herein by reference.

Section 4. All Other Terms

All of the other terms and conditions of the Contract shall remain in full force and effect, as therein written. Unless otherwise defined herein, the defined terms of the Contract shall apply to this Second Amendment.

The Contractor and the City hereby agree to all provisions of this Second Amendment.

CONTRACTOR:

CITY:

MOORE EXCAVATION, INC.

CITY OF WILSONVILLE

By: _____

By: _____

Print Name: _____

Print Name: _____

As Its: _____

As Its: _____

Employer I.D. No. _____

APPROVED AS TO FORM:

Ryan Adams, Assistant City Attorney
City of Wilsonville, Oregon

Exhibit A - Change Order #02
Pay Item Adjustment

Existing Pay Item Modification

ITEM	ITEM DESCRIPTION	UNIT	UNIT COST	ORIGINAL QUANTITY	ORIGINAL COST	AMENDED UNIT COST	AMENDED QUANTITY	AMENDED COST	CHANGE IN COST
24	General Excavation	CY	\$20.00	12,492	\$249,840.00	\$20.00	12,520	\$250,400.00	\$560.00
28	12 Inch Subgrade Stabilization	SY	\$24.00	1,170	\$28,080.00	\$24.00	1,850	\$44,400.00	\$16,320.00
33	Rock Excavation	CY	\$35.00	6,000	\$210,000.00	\$35.00	2,500	\$87,500.00	(\$122,500.00)
44	24 Inch Storm Sewer Pipe, 10 FT Depth	LF	\$195.00	94	\$18,330.00	\$195.00	136	\$26,520.00	\$8,190.00
45	2 inch PVC Pipe, 5 FT Depth	LF	\$8.00	7,984	\$63,872.00	\$8.00	974	\$7,792.00	(\$56,080.00)
46	4 inch PVC Pipe, 5 FT Depth	LF	\$14.00	11,857	\$165,998.00	\$14.00	6,840	\$95,760.00	(\$70,238.00)
47	6 inch PVC Pipe, 5 FT Depth	LF	\$20.00	5,432	\$108,640.00	\$20.00	4,200	\$84,000.00	(\$24,640.00)
55	Installing 6 Inch Pipe Under Railroad, 7 FT Depth	LS	\$40,000.00	1	\$40,000.00	\$40,000.00	1	\$20,000.00	(\$20,000.00)
57	Installing 36 Inch Pipe Under Railroad, 7 FT Depth	LS	\$80,000.00	1	\$80,000.00	\$80,000.00	2	\$160,000.00	\$80,000.00
72	Old Castle 5106 Vault	Each	\$11,000.00	9	\$99,000.00	\$11,000.00	5	\$55,000.00	(\$44,000.00)
73	Old Castle 612 Vault	Each	\$12,500.00	2	\$25,000.00	\$12,500.00	1	\$12,500.00	(\$12,500.00)
74	Old Castle 233 Vault	Each	\$3,200.00	13	\$41,600.00	\$3,200.00	12	\$38,400.00	(\$3,200.00)
88	Reinforcement (Kinsman Bridge)	LB	\$3.00	23,304	\$69,912.00	\$2.76	73,000	\$201,480.00	\$131,568.00
100	Reinforcement (5th Bridge)	LB	\$3.00	32,559	\$97,677.00	\$2.76	115,200	\$317,952.00	\$220,275.00
102	Foundation Concrete, Class 3300 (5th Bridge)	CY	\$700.00	398	\$278,600.00	\$700.00	424	\$296,800.00	\$18,200.00
109	Reinforcement (Boardwalk)	LB	\$3.00	3,252	\$9,756.00	\$3.00	3,506	\$10,518.00	\$762.00
125	3/4" - 0 Aggregate Base (Tonquin Trail)	CY	\$98.00	176	\$17,248.00	\$98.00	204	\$19,992.00	\$2,744.00
141	Non-Mountable Median - Concrete Street	LF	\$42.00	375	\$15,750.00	\$42.00	399	\$16,758.00	\$1,008.00
142	Non-Mountable Median - Asphalt Street	LF	\$42.00	105	\$4,410.00	\$42.00	130	\$5,460.00	\$1,050.00
148	Concrete Water Quality Curb	LF	\$75.00	2,274	\$170,550.00	\$71.93	2,260	\$162,561.80	(\$7,988.20)
Total									\$119,530.80

New Pay Items

ITEM	ITEM DESCRIPTION	UNIT	UNIT COST	QUANTITY	COST
2000	Bridge Fiber Reinforcement	LS	\$ 22,239.36	1	\$ 22,239.36
2001	PGE Vault 5106 Lid Modification	LS	\$ 45,850.88	1	\$ 45,850.88
2002	Concrete Water Quality Curb Removal	LS	\$ 745.47	1	\$ 745.47
2003	Bridge Wing Wall Fence	LS	\$ 26,664.12	1	\$ 26,664.12
Total					\$ 95,499.83

Fund Estimate Amendment

FUND NUMBER	PREVIOUS ESTIMATE	AMENDED ESTIMATE	CHANGE
#1139-30 5th Street / Kinsman Road Water Line	\$ 1,259,598.78	\$ 1,323,331.78	\$63,733.00
#2099-30 5th Street / Kinsman Road Sewer Line	\$ 1,870,256.12	\$ 1,817,381.82	(\$52,874.30)
#4196-39 5th Street / Kinsman Road Extension	\$ 7,249,510.06	\$ 7,453,681.99	\$ 204,171.93
#4215-30 Boones Ferry Road Street Maintenance	\$ 152,000.00	\$ 152,000.00	\$0.00
#9155-30 Ice Age Tonquin Trail	\$ 327,458.00	\$ 327,458.00	\$0.00
Total	\$ 10,858,822.96	\$ 11,073,853.59	\$215,030.63

Exhibit B – Change Order #02 Pay Item Detailed Description

Subgrade Stabilization Quantity Adjustment

As clearing and grubbing operations and excavation for roadway subgrade progress, the Contractor is encountering more unstable subgrade soil conditions than was originally anticipated in the construction bid documents. These unsuitable subgrade soils need to be stabilized in accordance with the project construction specifications prior to proceeding with the roadway construction. As a result, the estimated quantity for Pay Item 28 – 12-Inch Subgrade Stabilization is increased to account for the total anticipated amount of subgrade stabilization necessary to complete the project.

Rock Excavation Quantity Adjustment

As installation of the utility pipelines, construction of the roadway subgrade, and excavation of the bridge foundations progress, the Contractor is encountering less boulder and bedrock excavation than was originally anticipated in the construction bid documents. As a result, the estimated quantity for Pay Item 33 – Rock Excavation is decreased to account for the total anticipated amount of rock excavation necessary to complete the project.

24-Inch Storm Sewer Pipe

The Contractor identified an error in the calculation of 24” storm sewer pipe quantity included in the original construction bid documents. The actual quantity of 24” storm sewer pipe has been confirmed by the design engineer on the construction plans and by the construction inspector through field measurement resulting in a quantity that is greater than that included on the Bid Schedule of the project bid documents. As a result, the estimated quantity for Pay Item 44 – 24-Inch Storm Sewer Pipe, 10 FT Depth is increased to account for the total anticipated amount of 24” storm sewer pipe necessary to complete the project.

Portland General Electric Design Modifications

After Notice to Proceed, Portland General Electric (PGE) and the City of Wilsonville identified a number of design changes to the underground electrical system resulting in new work and adjustment of existing pay items, as follows:

Adjust Scope of PGE Underground Utility Work – Upon start of project construction, PGE required the City to make numerous changes to the underground electrical design that would significantly increase the amount of PGE utility infrastructure to be installed as part of the project at the City’s expense. PGE claimed that the City never received approved PGE plans for the underground electrical work prior to construction bid and the changes were necessary to comply with current PGE requirements.

After negotiation between the City and PGE, it was determined the City is only responsible for undergrounding existing overhead electrical infrastructure, not expansion of PGE's facilities. Based on this determination, the scope of underground electrical work to be installed as part of the project at the City's expense was adjusted accordingly. The resulting PGE design changes are included on pages 1-3 of Exhibit C. The underground electrical design change results in reduced estimated quantities of 2", 4", and 6" PVC pipe (Pay Items 45, 46, and 47) and Old Castle Vaults (Pay Items 72, 73, and 74).

Add Standard Curb to PGE Vault 221 – During construction of the underground electrical infrastructure, PGE requested standard curb be installed along the outside edge of electrical vaults located within parking areas. PGE Vault 221 is located along an unimproved portion of Boones Ferry Road, south of 5th Street within an existing gravel area adjacent to the paved roadway. PGE vault lids are not structurally rated for traffic loading. As a result, PGE has requested standard curb be installed along the south, west, and north edges of PGE Vault 221 to prevent vehicles from driving over or parking on top of the vault lid. The design change is included on page 4 of Exhibit C. This design change results in increased estimated quantity of Pay Item 142 – Non-Mountable Median - Asphalt Streets.

Pay Item 2001: PGE Vault 5106 Lid Modification

During construction of the underground electrical infrastructure, PGE changed the type of lid and access door required for 5106 electrical vaults located within the public sidewalk and adjacent to on-street parking. PGE requires vault access hatches open and lock at a 90 degree angle in instances where a standard access hatch could fall while opening and be obstructed by or cause damage to adjacent property.

Contractor provided timely notification to the City that the change in the type of 5106 vault lids result in added material costs as documented by Change Order Request #008 (p. 5-7 - Exhibit C) and the City has determined that the work is an acceptable reimbursable project expense.

The PGE Vault 5106 Lid Modification pay item shall include all additional cost for materials, equipment, and labor to provide and install the modified 5106 vault lids greater than the standard 5106 vault lids that were included as part of the original project construction documents. The cost for this work is considered in addition to Pay Item 72 – Old Castle 5106 Vault and does not result in reduction of existing pay item quantity. This pay item will not be measured in the field and will be paid on the lump sum basis at the Contract price.

Modify Water Quality Facility for PGE Vault 68 – During construction of the underground electrical infrastructure, PGE requested that the water quality facility located south of PGE Vault 68 be replaced with a standard landscape strip to provide PGE required 10 feet worker safety clearance. The design engineer reviewed the request and confirmed the design change can be accommodated and is documented per Change Order Request #018 (p. 8-11 – Exhibit C). The design change results in a net decreased estimated quantity of Pay Item 148 – Concrete Water Quality Curb and increased estimated quantity of Pay item 141 – Non-Mountable Median - Concrete Street. It is assumed that the difference between backfill, excavation, soil, plantings and all other work not specifically identified in this Change Order No. 2 for the conversion of the water quality swale and the landscape planter strip is negligible for which no separate or additional measurement or payment will be made.

Pay Item 2002: Concrete Water Quality Curb Removal

Prior to modification of the water quality facility for PGE Vault 68 as described above, a 12-foot long section of water quality curb had already been installed to the south of the vault. To accommodate the

conversion of the water quality facility to a standard landscape strip, this section of water quality curb needs to be removed.

Contractor provided timely notification to the City that the removal of the water quality curb results in added costs as documented by Change Order Request #018 (p. 8-11 – Exhibit C) and the City has determined that the work is an acceptable reimbursable project expense.

The Concrete Water Quality Curb Removal pay item shall include all cost for materials, equipment, and labor to remove and dispose of the identified section of water quality curb. This pay item will not be measured in the field and will be paid on a lump sum basis at the Contract price.

Bridge Reinforcement & Foundation Concrete Quantity Adjustment

The Contractor identified an error in the calculation of reinforcement quantity for the Kinsman Road Bridge and the Tonquin Trail Boardwalk included in the original construction bid documents. In addition, both the reinforcement and foundation concrete quantities for the 5th Street Bridge were identified by the Contractor as being in error. The actual quantity of reinforcement and foundation concrete has been confirmed by the design engineer in review of the construction documents and shop drawing submittals provided by the Contractor, resulting in a quantity that is greater than that included on the Bid Schedule of the project bid documents. As a result, the estimated quantity for Pay Item 88 – Reinforcement (Kinsman Bridge), Pay Item 100 – Reinforcement (5th Bridge), Pay Item 102 – Foundation Concrete, Class 3300 (5th Bridge), and Pay Item 109 – Reinforcement (Boardwalk) is increased to account for the total anticipated amount of reinforcement and foundation concrete necessary to complete the project.

Due to the significant increase in the quantity of bridge reinforcement added to the project, the Contractor has received a reduced cost from the material supplier and has shared the cost savings with the City. As a result, the unit cost for Pay Item 88 – Reinforcement (Kinsman Bridge) and Pay Item 100 – Reinforcement (5th Bridge) is decreased to account for the shared material cost savings.

Railroad Utility Crossing Casing Design Modifications

During bore installation of the 6” diameter casing pipe for the natural gas pipeline crossing beneath the railroad tracks, the Contractor was unable to complete the work after a number of attempts due to the presence of boulders. The Contractor determined that the small size of the casing pipe does not provide enough room to access and remove the conflicting portions of boulders. The Contractor proposes an upsized 36” diameter casing pipe to provide the needed space to remove conflicting boulders and complete installation of the needed casing pipe. In addition, the Contractor mistakenly installed a larger, 36” casing for the City water pipeline, rather than the 18” casing called for in the construction documents. The utility casing pipe design changes for the railroad crossing are included on pages 23-24 of Exhibit C.

The City and Contractor negotiated to determine responsibility for the additional incurred costs resulting from the Contractor’s attempts to install the 6” gas casing and installation of the larger utility casings. The City does receive some long term benefit to the larger casing installation and has some responsibility for sizing a casing large enough to effectively remove boulder conflicts. The City and

Contractor agree to share approximately half of the additional incurred costs as documented by Change Order Request #005 (p. 12-22 – Exhibit C). The City’s share of costs are reflected by an increase in estimated quantity for Pay Item #57 – Installing 36 Inch Pipe Under Railroad, 7 FT Depth and a decrease in estimated quantity for Pay Item #55 – Installing 6 Inch Pipe Under Railroad , 7 FT Depth.

Water Quality Curb Design Modification

Contractor requested that the steel reinforcement as part of the water quality curb construction detail be removed to help speed and simplify construction. The design engineer reviewed the request and determined that the steel reinforcement was not necessary as the curb would not be subjected to heavy vehicular loads. The request is approved with the exception of water quality curb adjacent to driveway approach curb returns, where steel reinforcement is still required to withstand motor vehicle loads. A cost credit for the steel reinforcement removal as documented in Change Order Request #006 (p. 25 – Exhibit C) modifies the unit cost of Pay Item #148 – Concrete Water Quality Curb.

Bridge Fiber Reinforcement

During review of the concrete submittal for the 5th Street bridge deck and impact panels, the design engineer discovered that the construction specifications had mistakenly been modified prior to construction bid, removing the requirement for use of synthetic fiber reinforcement. The design engineer confirmed that synthetic fiber reinforcement is required for both the concrete used in the 5th Street and Kinsman Road bridge decks and impact panels.

As part of this Change Order No. 2, the 5th Street / Kinsman Road Extension Project Specific Special Provisions are hereby modified as follows:

02001.31(g) Concrete Constituents: Synthetic Fiber Reinforcing for Concrete – *Add the following paragraph:*

Use synthetic fiber reinforcing from the QPL and according to Section 02045 in all bridge deck and impact panels and silica fume overlay concrete.

02045.00 Scope – *Add the following sentence:*

This Section includes the requirements for synthetic fiber reinforcing used in high performance concrete (HPC) bridge decks and impact panels, silica fume concrete (SFC) overlays, and PCC.

02045.10 Synthetic Micro Fiber Reinforcing – *Add the following sentence:*

Furnish synthetic polyolefin micro fiber reinforcing for HPC bridge decks and impact panels from the QPL, where directed.

Pay Item 2000: Bridge Fiber Reinforcement

Contractor provided timely notification to the City that addition of fiber reinforcement to the bridge deck and impact panel concrete mix design results in added costs as documented by Change Order

Request #007 (p. 26-27 – Exhibit C) and the City has determined that the work is an acceptable reimbursable project expense.

The Bridge Fiber Reinforcement pay item shall include all cost for materials, equipment, and labor to add fiber reinforcement for bridge deck and impact panel concrete in accordance with the 5th Street / Kinsman Road Extension Project Specific Special Provisions as modified in this Change Order No. 2. This pay item will not be measured in the field and will be paid on a lump sum basis at the Contract price.

Tonquin Trail Boardwalk Footing Installation

Contractor requested guidance from the design engineer for installation of the diamond pier foundations through the stone embankment at bent 11 and 12 of the Tonquin Trail Boardwalk. The design engineer referenced the Diamond Pier installation manual that suggests encountered obstructions be physically removed and material more suitable for diamond pier pin driving be re-compacted in place. The installation procedure requires the stone embankment at bents 11 and 12 be removed and replaced with compacted ¾"-0 crushed aggregate to allow for installation of the diamond pier foundations. As a result, the estimated quantity for Pay Item 24 – General Excavation and Pay Item 125 – ¾"-0 Aggregate Base (Tonquin Trail) is increased as documented in Change Order Request #011 (p. 28 of Exhibit C) to account for the added work to install the diamond pier foundations at bents 11 and 12.

Bridge Wing Wall Safety Fencing

Pay Item 2003: Bridge Wing Wall Fence

Contractor raised a safety concern with the design engineer regarding a potential fall hazard where the sidewalk is adjacent to the bridge wing wall. There is an elevation difference of up to 4 feet between the top of the bridge wing wall and the adjacent Coffee Lake Creek with no barrier provided between the sidewalk and bridge wing wall. The City and design engineer agreed with the Contractor's safety concern and proposes installation of a 4-foot high, black, vinyl coated, chain link fence for each wing wall on both the 5th Street Bridge and Kinsman Road Bridge as documented in RFI 080 (p. 29-32 of Exhibit C).

Contractor provided timely notification to the City that the added bridge wing wall fence results in added costs as documented by Change Order Request #021 (p. 33-35 – Exhibit C) and the City has determined that the work is an acceptable reimbursable project expense.

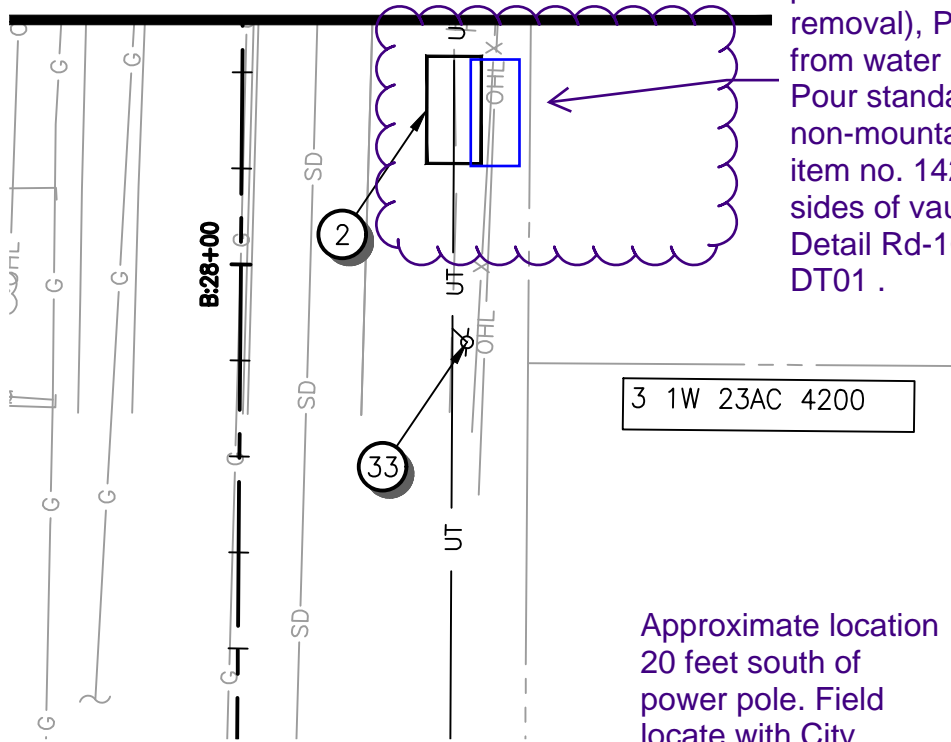
The Bridge Wing Wall Fence pay item shall include all costs for materials, equipment, and labor to construct the fencing as directed in RFI 080 (p. 29-32 of Exhibit C) and Section 01050 of the 2018 Oregon Standard Specifications for Construction. This pay item will not be measured in the field and will be paid on a lump sum basis at the Contract price.

PGE Electric Design Modifications

Add Standard Curb to PGE Vault 221

Item 11.

STA. B:28+25 SEE SHEET: 60



Approximate location 20 feet south of power pole. Field locate with City Inspector and PGE.



Bid: S010655508
 Bid Date: 01/14/2022

Job:
PGE VAULTS
5TH ST & SW BOONESFERRY RD
5TH STREET TO KINSMAN RD EXTEN
WILSONVILLE, OR 97070

Line	Order Qty	U/M	Description	Unit Price	Ext Price	PN
=====						
ORIGINALLY QUOTED PGE VAULTS:						
9	ea		5106-1 PGE W/5106-3-332P OFFSET TOP *Special - Subject to Restock Fee*	7,614.660	\$68,531.94	1016350
2	ea		OLDCASTLE PRECAST 612-3-PGE VAULT *Special - Subject to Restock Fee*	8,983.246	\$17,966.49	1292464
13	ea		UTILITY VAULT 233 PGE W/233-2436NS TOP *Special - Subject to Restock Fee*	1,564.398	\$20,337.17	1588172
Subtotal -----					\$106,835.60	

*						
UPDATED PGE QUOTE PER UPDATED PLANS:						
2	ea		5106-1 PGE W/5106-3-332P OFFSET TOP 5106-1 PGE Base - 0110085 5106-3 Top w/3'-6"x 9'-6" hole (centered) - 0110219 5106 Adj.Top Slab w/3-33 Fr.SA12 Centered-NonSlip w/NonSlip Doors- 0110210 332 NonSlip Door-SA12 Style - 2150117 (x6) *Special - Subject to Restock Fee*	9,595.000	\$19,190.00	1016350
1	ea		OLDCASTLE PRECAST 612-3-PGE VAULT 612-3 PGE Base-16"- 0140015 612 PGE Middle - 0140032 612-3 PGE-T-2436-2066 w/Grounds w/20"x66" blockout with inserts - 0140248 2436 Diamond Plate Door - 2130030 *Special - Subject to Restock Fee*	7,167.000	\$7,167.00	1292464
12	ea		UTILITY VAULT 233 PGE W/233-2436NS TOP 233 PGE Base - 0020402 233-2436 Top w/Fr.-D.Plate-St.Steel Hinge Parts-PGE - 0020455 2436 Diamond Plate Door - 2130030 *Special - Subject to Restock Fee*	1,455.000	\$17,460.00	1588172
3	ea		5106-1 PGE BASE, 5106-3 TOP W/ 42"X114" OFFSET BO (PGE CORE), 5106 ADJ TOP SLAB W/ CHT-36108AL-PGE (PGE CORE), EJ H36108PGE DOOR W/ (2) 42"X40" ALUM SAFE RAIL PER EJ DRWG NO 361081906 PGE *Special - Subject to Restock Fee*	20,677.588	\$62,032.76	1634414
Subtotal -----					\$105,849.76	

Bid Total					\$212,685.36	

2(\$9,595.00 - \$7,614.66) = \$3,960.68
3(\$20,677.588-\$7,614.66) = \$39,188.784
Total Cost Difference: \$43,149.64

PGE Electric Design Modifications

Modify Water Quality Facility for PGE Vault 68
 Pay Item 2002: Concrete Water Quality Curb Removal

Item 11.



P.O. Box 789 - Fairview, OR 97024
 5501 NE 223rd Ave - Fairview, OR 97024
 Tel: (503) 674-0900 | Fax: (503) 674-0909
 OR CCB#28397 | WA# MOOREI166BR

Change Order Proposal (#018)
 Project: 5th Street/Kinsman Rd Extension
 Date: March 23, 2022

Description of Change(s)

REMOVE 12-FT SECTION OF CURB IN FRONT OF 612 PGE VAULT; POUR BACK STANDARD CURB; REQUIRED PER PGE SPEC FOR ACCESS TO VAULT (SHEET UT10)

Item	Description	Qty	Unit	Unit Price	Extension
	3/23/2022	1.00	LS	\$ 745.47	\$ 745.47
	Pay Item 148 - Water Quality Curb	10.00	LF	\$ 75.00	\$ 750.00
	Pay Item 148 - Water Quality Curb	(24.00)	LF	\$ 75.00	\$ (1,800.00)
	Pay Item 141 – Non-Mountable Median	24.00	LF	\$ 42.00	\$ 1,008.00
	TOTAL				\$ 703.47

Terms, Conditions, and Scope Limits/Clarifications

Additional Time Requested

N/A

MEI Group

A Moore Excavation Company
 P.O. Box 789 - Fairview, OR 97024
 5501 NE 223rd Ave - Fairview, OR 97024
 Tel: (503) 674-0900 | Fax: (503) 674-0909
 OR CCB#28397 | WA# MOORE1166BR



3/23/2022

COP BREAKDOWN INFO ONLY

ITEM DESCRIPTION: Removed 12 LF of WQ Curb and installed new curb to meet PGE spec

Equipment	Operator Group	Quantity	Unit	Unit Cost	Extension
Exc Case CX145C SR	04	1.5	HR	\$ 75.73	\$ 113.60
Tool/Crew Utility Truck (plus equip)	0	1	HR	\$ 17.04	\$ 17.04
Super Solo 15 - 18 CY	03	1.5	HR	\$ 135.00	\$ 202.50
SELECT EQUIPMENT	0		HR	\$ -	\$ -
SELECT EQUIPMENT	0		HR	\$ -	\$ -
SELECT EQUIPMENT	0		HR	\$ -	\$ -
SELECT EQUIPMENT	0		HR	\$ -	\$ -
SELECT EQUIPMENT	0		HR	\$ -	\$ -
SELECT EQUIPMENT	0		HR	\$ -	\$ -
SELECT EQUIPMENT	0		HR	\$ -	\$ -
SUBTOTAL EQUIPMENT					\$ 333.13

Labor Class Description	Quantity	Unit	Unit Cost	Extension
Base Labor Rates				
Project Superintendent	-	HR	\$ 126.67	\$ -
Project Manager	-	HR	\$ 126.67	\$ -
Project Engineer	-	HR	\$ 79.60	\$ -
Project Foreman	0.50	HR	\$ 80.11	\$ 40.06
Equipment Operator Group 4	1.50	HR	\$ 74.82	\$ 112.23
Equipment Operator Group 5	-	HR	\$ 73.17	\$ -
Laborer Group 1 (General Laborer; TCS)	1.50	HR	\$ 60.88	\$ 91.32
Laborer Group 2 (Pipe Layer; Grade Checker)	-	HR	\$ 62.45	\$ -
Laborer Group 3 (Flagger)	-	HR	\$ 68.00	\$ -
Truck Driver Group 2 (Wtr Truck <5,000 Gallons)	-	HR	\$ 49.28	\$ -
Truck Driver Group 3 (10 CY+ Capacity Trucks)	-	HR	\$ 49.28	\$ -
Overtime Labor Rates				
Project Superintendent	-	HR	\$ 126.67	\$ -
Project Manager	-	HR	\$ 126.67	\$ -
Project Engineer	-	HR	\$ 79.60	\$ -
Project Foreman	-	HR	\$ 134.18	\$ -
Equipment Operator Group 4	-	HR	\$ 112.23	\$ -
Equipment Operator Group 5	-	HR	\$ 109.76	\$ -
Laborer Group 1 (General Laborer; TCS)	-	HR	\$ 91.32	\$ -
Laborer Group 2 (Pipe Layer; Grade Checker)	-	HR	\$ 93.68	\$ -
Laborer Group 3 (Flagger)	-	HR	\$ 97.31	\$ -
Truck Driver Group 2 (Wtr Truck <5,000 Gallons)	-	HR	\$ 73.92	\$ -
Truck Driver Group 3 (10 CY+ Capacity Trucks)	-	HR	\$ 73.92	\$ -
SUBTOTAL LABOR				\$ 243.61

MATERIAL/OTHER	Quantity	Unit	Unit Cost	Extension
Dump Fee	5.00	CY	\$ 10.00	\$ 50.00
SUBTOTAL MATERIAL/OTHER				\$ 50.00

SPECIAL SERVICES	Quantity	Unit	Unit Cost	Extension
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
SUBTOTAL SPECIAL SERVICES				\$ -

SUBCONTRACTOR	Quantity	Unit	Unit Cost	Extension
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
SUBTOTAL SUBCONTRACTOR				\$ -

SUMMARY

CATEGORY	COST	MARKUP %	MARKUP \$	SUBTOTAL
EQUIPMENT	\$ 333.13	17.00%	\$ 56.63	\$ 389.77
LABOR	\$ 243.61	22.00%	\$ 53.59	\$ 297.20
MATERIAL/OTHER	\$ 50.00	17.00%	\$ 8.50	\$ 58.50
SPECIAL SERVICES	\$ -	17.00%	\$ -	\$ -
SUBCONTRACTOR	\$ -	8.00%	\$ -	\$ -
TOTAL	\$ 626.74		\$ 118.73	\$ 745.47

Additional Bond Premium

TOTAL AMOUNT

REVISIONS



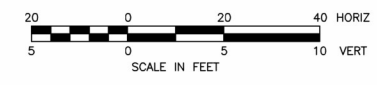
City of Wilsonville
Engineering Department
29799 SW Town Center Loop E
Wilsonville, OR 97070
Phone 503-682-4960



Date: 20 NOVEMBER 2020
Scale: AS SHOWN
Designed By: PH/BB
Drawn By: EID
Checked By: S.DREHER

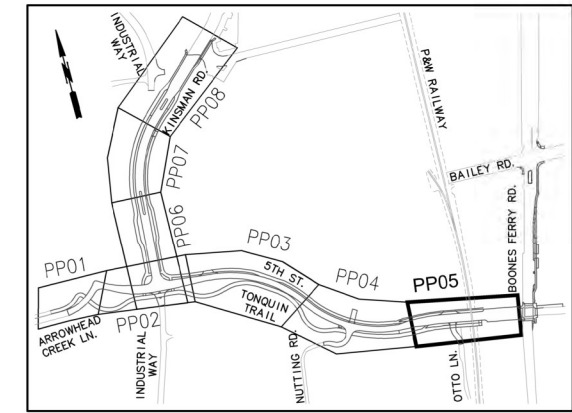
SW 5TH ST TO SW KINSMAN RD EXTENSION
5TH ST PLAN & PROFILE - ROADWAY
PLAN AND PROFILE

CIP # 4196
PROJECT # 24
P 213
32

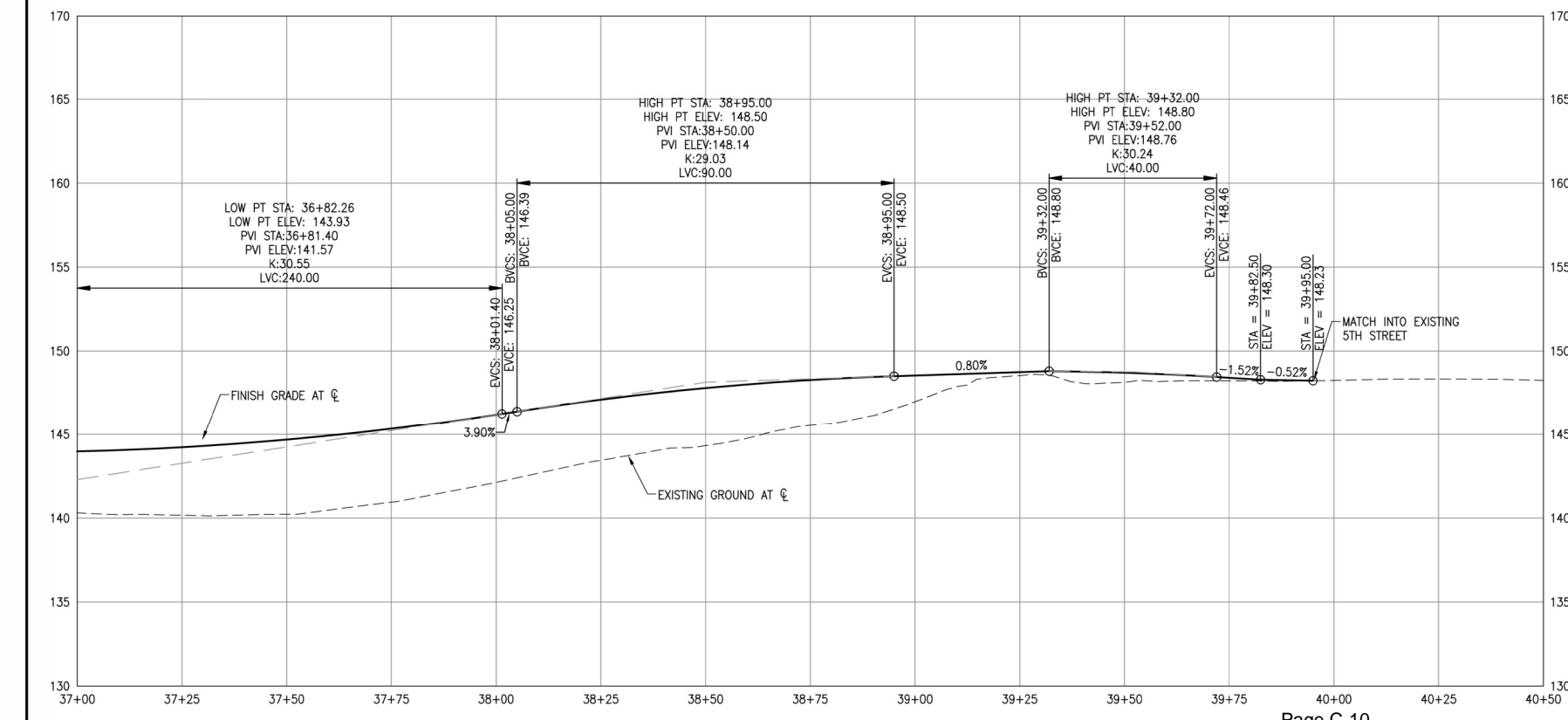
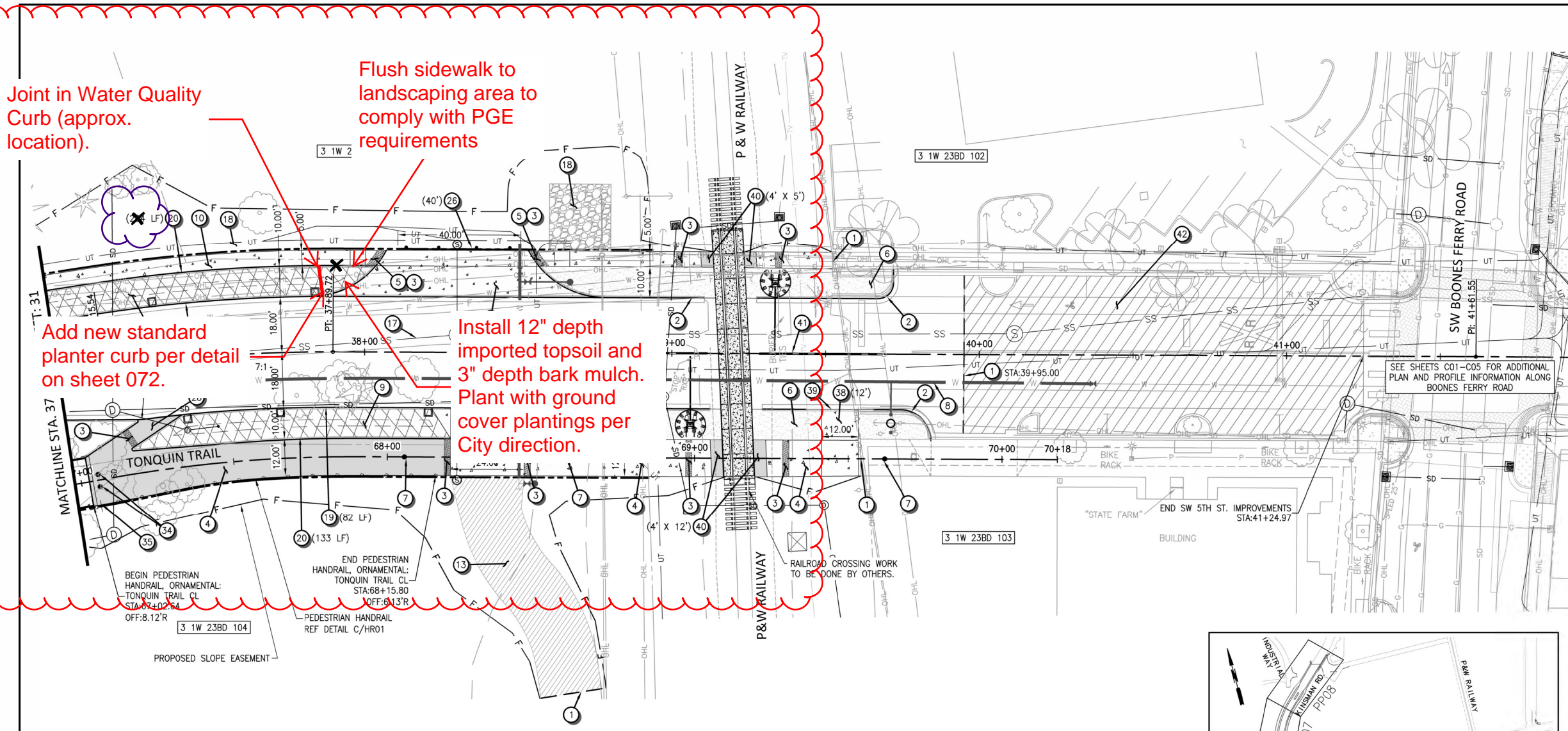


CONSTRUCTION NOTES

- 1 SAWCUT AND MATCH EXISTING ASPHALT, CONCRETE CURB, AND/OR SIDEWALK.
- 2 ASPHALT STREETS CURB & GUTTER. SEE CITY DETAIL RD-1055 ON SHEET 122.
- 3 DETECTABLE WARNING SURFACE. SEE CITY DETAIL RD-1125 ON SHEET 123.
- 4 SHARED USE PATH (TONQUIN TRAIL). SEE TRAIL PLAN AND PROFILE ON SHEETS 37 TO 36.
- 5 DIRECTIONAL ADA RAMP. SEE DETAILS ON SHEET 41.
- 6 LANDSCAPE AREA SEE SHEETS 133 TO 149 FOR DETAILS.
- 7 REMOVABLE BOLLARD. 15' SETBACK FROM ALL ADA RAMPS OR DRIVEWAYS.
- 8 PROPOSED WATERLINE. SEE SHEETS 51 TO 57 FOR DETAILS.
- 9 PROPOSED STORM SYSTEM. SEE SHEETS 42 TO 50.
- 10 CONCRETE WALKS. SEE CITY DETAIL RD-1075 ON SHEET 122.
- 12 COMMERCIAL DRIVEWAY - TYPE II. WIDTH SHOWN ON PLANS. SEE CITY DETAIL RD-1100 ON SHEET 123.
- 13 ASPHALT DRIVEWAY. SEE SPOT GRADE INFORMATION ON SHEETS 117 TO 121.
- 17 PROPOSED SANITARY SEWER. SEE SHEETS 51 TO 57 FOR DETAILS.
- 18 PROPOSED UTILITIES. SEE SHEETS 59 TO 63 FOR DETAILS.
- 19 MODIFIED CURB AND GUTTER. SEE DETAILS ON SHEETS 72.
- 20 WATER QUALITY CURB. SEE DETAILS ON SHEETS 72.
- 26 STREET BARRICADE (TYPE III). LENGTH SHOWN ON PLANS. SEE CITY DETAIL RD-1220 ON SHEET 125.
- 28 BIKE LANE RAMP. SEE SPOT GRADES ON SHEET 118.
- 34 BOLLARD (NON-REMOVABLE). SEE ODOT STANDARD DETAIL RD130.
- 35 NO MOTOR VEHICLE SIGN. SEE SIGNING AND STRIPING SHEETS FOR LOCATION.
- 37 COMMERCIAL DRIVEWAY - TYPE I. WIDTH SHOWN ON PLANS. SEE CITY DETAIL RD-1095 ON SHEET 123.
- 38 ACCESS DRIVEWAY. SEE SHEET 117 FOR SPOT GRADES AND SHEET 40 FOR SIDEWALK SECTION AND DETAILS.
- 39 ASPHALT STREETS ROLLED CURB AND GUTTER. SEE DETAIL ON SHEET 40.
- 40 ASPHALT WALKS.
LEVEL 2, 1/2 IN ACP NOM. THKN-6 IN.
1/2 IN-0 AGGREGATE BASE NOM. THKN. 2 IN TOP COURSE
1/2 IN-0 AGGREGATE BASE NOM. THKN. 4 IN BASE COURSE
- 41 CONCRETE TRAFFIC SEPARATOR.
STA. 38+51.43 TO 39+11.43
STA. 39+28.46 TO 39+68.46
SEE CITY DETAIL RD-1070 ON SHEET 124
- 42 COLD PLANE PAVEMENT REMOVAL 2 IN. CURB TO CURB



SURVEY MONUMENT NOTE:
INSTALL CENTERLINE SURVEY MONUMENTS IN ACCORDANCE WITH ORS 92.060(2) FOR 5TH STREET AND KINSMAN ROAD. STANDARD MONUMENT BOXES SHALL BE INSTALLED PER CLACKAMAS COUNTY CODE.



Joint in Water Quality Curb (approx. location).

Flush sidewalk to landscaping area to comply with PGE requirements

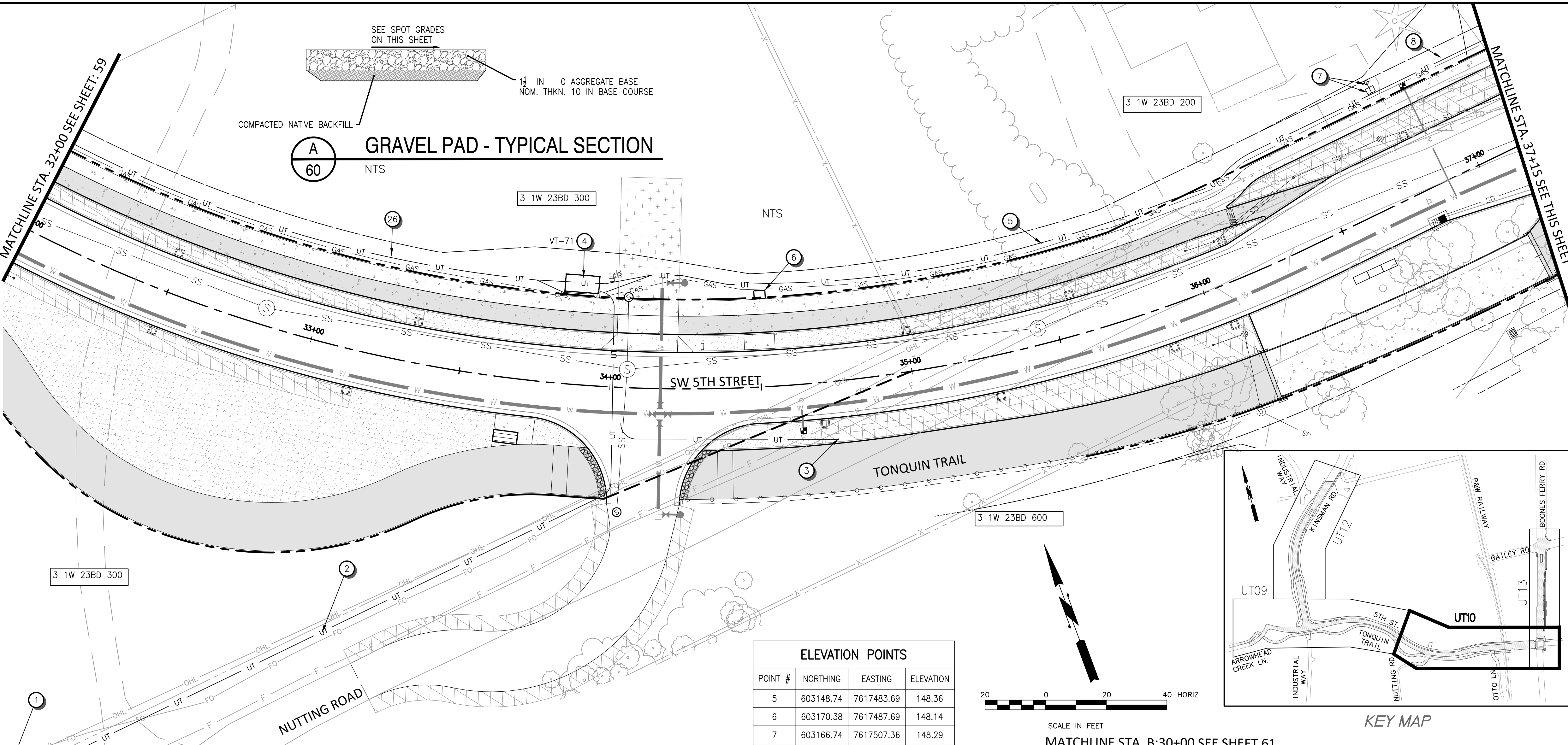
Add new standard planter curb per detail on sheet 072.

Install 12" depth imported topsoil and 3" depth bark mulch. Plant with ground cover plantings per City direction.



CONSTRUCTION NOTES

- 1 CONNECT PGE & FRONTIER TO NEW POLE PL-1009
- 2 1-4" FRONTIER CONDUIT & 1-4" PGE CONDUIT SEE SECTION E ON SHEET 63
- 3 STUB 2" CONDUIT FOR IRRIGATION SYSTEM
- 4 INSTALL 5106 PGE VAULT PROVIDE FLAT AREA AROUND VAULT WHEN INSTALLED BEHIND SIDEWALK. FRONT: 18" / BACK & SIDES: 24"
- 5 FRONTIER CONDUIT, CITY CONDUIT, PGE CONDUIT, COMCAST CONDUIT & GAS LINE. SEE SECTION B-2 ON SHEET 63
- 6 INSTALL OLD CASTLE PRECAST 233-PGE VAULT. INSTALL CITY PROVIDED TAGS TO CITY VAULTS & NON SLIP LIDS.
- 7 INSTALL TRANSFORMER GRAVEL PAD 48"x56" 3/4" MINUS CRUSHED ROCK, 8" DEPTH
- 8 INSTALL 2" CONDUIT TO NEW POLE PL-70 BRACKET LOCATED AT BASE OF POLE
- 9 FRONTIER CONDUIT, CITY CONDUIT, PGE CONDUIT, COMCAST CONDUIT & GAS LINE. SEE SECTION B-1 ON SHEET 63
- 9 INSTALL 612 PGE VAULT
- 10 INSTALL GRAVEL PAD FOR 612 PGE VAULT. SEE THIS SHEET FOR SPOT ELEVATIONS.
- 11 INSTALL 2-6" CONDUIT TO POLE PL-396 TEMPORARY CONNECTION TO 612 PGE VAULT
- 12 1-2" PGE CONDUIT. SEE SECTION E ON SHEET 63
- 13 FRONTIER CONDUIT, CITY CONDUIT, PGE CONDUIT, COMCAST CONDUIT SEE PGE/COMM CASING SECTION ON SHEET 63
- 14 SEE 5106 VAULT - GRADING DETAIL ON SHEET UT13
- 15 CONDUIT WILL NEED TO INTERCEPT IN A SPLICE PIT AND BE RE-FED FROM THE NEW VAULT 5106
- 16 FRONTIER CONDUIT, CITY CONDUIT, PGE CONDUIT, COMCAST CONDUIT & GAS LINE. SEE SECTION A ON SHEET 63
- 17 1-2" & 1-4" PGE CONDUIT. SEE SECTION E ON SHEET 63
- 18 CONNECT FRONTIER TO EXISTING FIBER (2), ABANDON TO NORTH
- 19 CONNECT FRONTIER TO EXISTING POLE BY OTHERS
- 20 CONNECT GAS TO EXISTING MAIN LINE
- 21 FRONTIER CONDUIT, CITY CONDUIT, PGE CONDUIT, & COMCAST CONDUIT. SEE SECTION G ON SHEET 63
- 22 INSTALL 4" PGE CONDUIT FROM 5106 TO POLE PL-2320
- 23 CONNECT FRONTIER AND COMCAST CONDUIT
- 23 1-4" FRONTIER CONDUIT. SEE SECTION E ON SHEET 63
- 24 COMCAST CONDUIT, CITY CONDUIT, PGE CONDUIT & GAS (EXISTING) SEE SECTION C ON SHEET 63
- 25 CONNECT COMCAST AND 4" PGE CONDUIT TO NEW POLE PL-223
- 26 FRONTIER CONDUIT, CITY CONDUIT, GAS CONDUIT, & COMCAST CONDUIT. SEE SECTION D ON SHEET 63

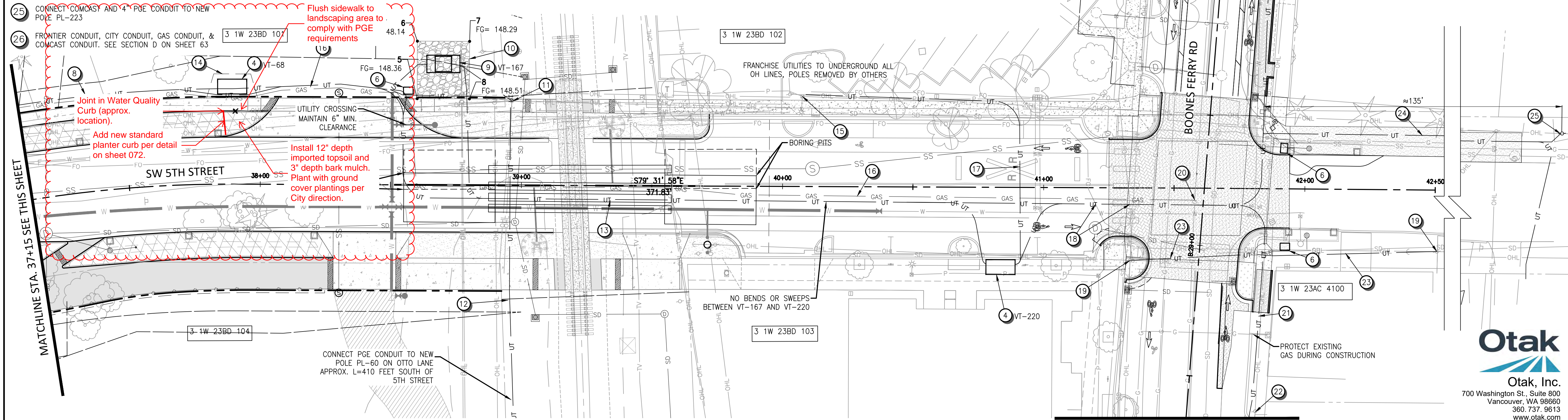
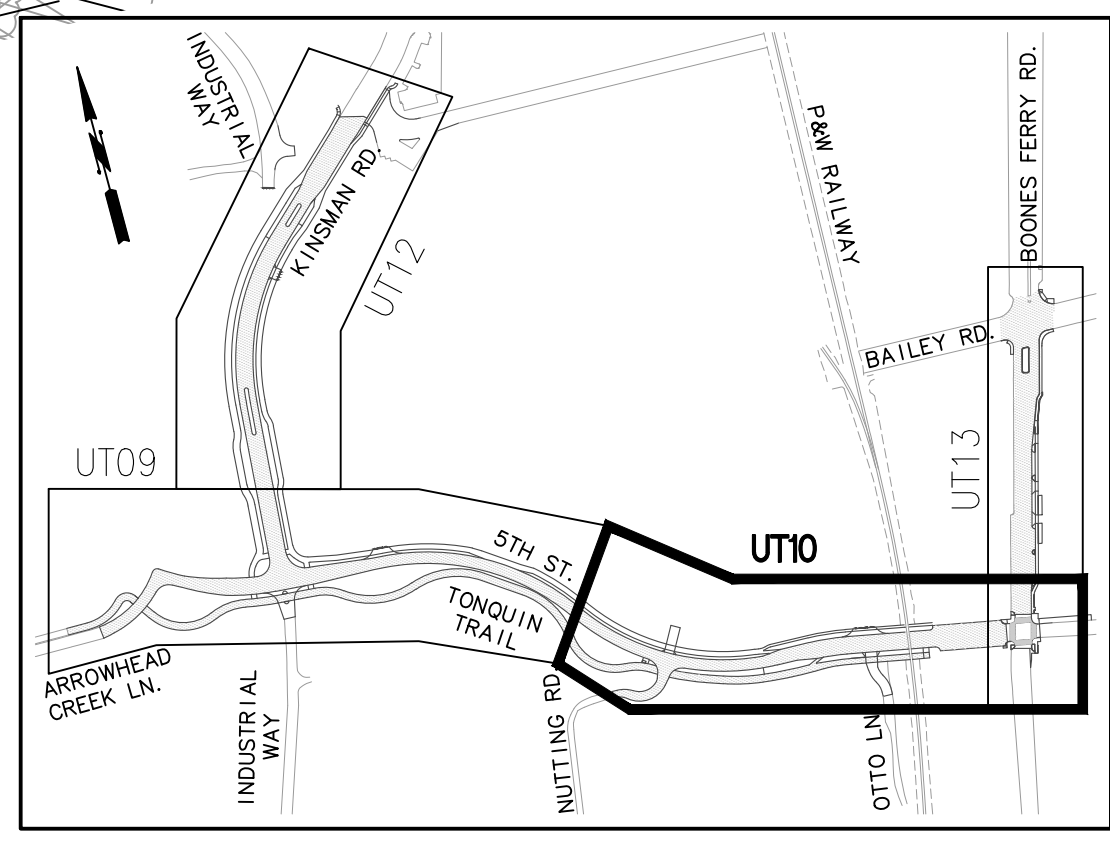


GRAVEL PAD - TYPICAL SECTION



ELEVATION POINTS

POINT #	NORTHING	EASTING	ELEVATION
5	603148.74	7617483.69	148.36
6	603170.38	7617487.69	148.14
7	603166.74	7617507.36	148.29
8	603145.11	7617503.36	148.51



Flush sidewalk to landscaping area to comply with PGE requirements

Install 12" depth imported topsoil and 3" depth bark mulch. Plant with ground cover plantings per City direction.

Add new standard planter curb per detail on sheet 072.

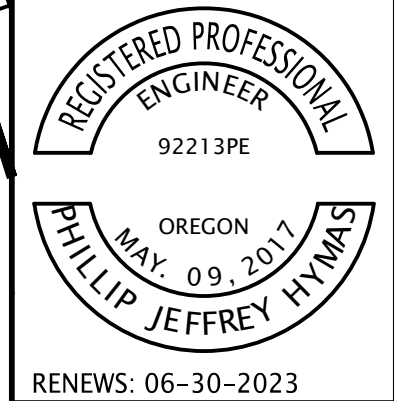
NO BENDS OR SWEEPS BETWEEN VT-167 AND VT-220

PROTECT EXISTING GAS DURING CONSTRUCTION



REVISIONS

NO.	DATE	DESCRIPTION
1	11-04-2021	REVISE PGE LAYOUT



City of Wilsonville
Engineering Department
29799 SW Town Center Loop E
Wilsonville, OR 97070
Phone 503-682-4960



Date: 20 NOVEMBER 2020
Scale: AS SHOWN
Designed By: PH/BB
Drawn By: EID
Checked By: S.DREHER

SW 5TH ST TO SW KINSMAN RD EXTENSION
5TH ST - UTILITY TRENCH

CIP# 4196
PROJECT# 2017-02-001
UT10
60 of 214

Railroad Utility Crossing Casing Design Modifications

MEI Group

A Moore Excavation Company

P.O. Box 789 - Fairview, OR 97024
 5501 NE 223rd Ave - Fairview, OR 97024
 Tel: (503) 674-0900 | Fax: (503) 674-0909
 OR CCB#28397 | WA# MOOREI166BR



Item 11.

Change Order Proposal (#005)

Project: 5th Street/Kinsman Rd Extension
 Date: November 8, 2021

Item	Description	Qty	Unit	Unit Price	Extension
Description of Change(s)					
Boulders were encountered while installing the 6" gas casing at the design depth of 7' ; This was not called out in the plans or geotech report and is a differing site condition; this COR reflects the standby time as a result, and the costs to upsize the casing to alleviate the boulder issue.					
Pricing					
Reject	Standby time	1.00	LS	\$ 17,118.04	\$ 17,118.04
Reject	Additional Work Upsize 6" Gas Casing to 36"	1.00	LS	\$ 17,824.20	\$ 17,824.20
Approve	CREDIT BI 55 6" Casing 7 FT Depth	1.00	LS	\$ (40,000.00)	\$ (40,000.00)
Approve	BI 57 36" Casing 7 FT Depth	1.00	LS	\$ 80,000.00	\$ 80,000.00
Reject	Bore Sub Additional DeMob and Mob	1.00	LS	\$ 12,800.00	\$ 12,800.00
Approve	City Share Gas Casing Relocation Work				\$20,000.00
	TOTAL				\$ 60,000.00
Terms, Conditions, and Scope Limits/Clarifications					
Additional contract days will be requested starting from the beginning of the delay on 10/18/2021 to the end of the delay when pricing is approved					
approval from railroad received on 11/8					
Additional Time Requested					
22 DAYS					

Note: The City does not agree that the obstructions encountered constitute a differing site condition, but agrees to pay a portion of added work to install a larger casing for the gas line.

MEI Group
A Moore Excavation Company
 P.O. Box 789 - Fairview, OR 97024
 5501 NE 223rd Ave - Fairview, OR 97024
 Tel: (503) 674-0900 | Fax: (503) 674-0909
 OR CCB#28397 | WA# MOOREI1668R



11/8/2021

COP BREAKDOWN INFO ONLY

ITEM DESCRIPTION: Remove shoring and backfill bore pit; re-dig pit and replace shoring;

Equipment	Operator Group	Quantity	Unit	Unit Cost	Extension
Tool/Crew Utility Truck (plus equip)	0	25	HR	\$ 17.04	\$ 425.99
Exc Case 470	83	25	HR	\$ 181.24	\$ 4,531.02
Loader Volvo L70G	84	25	HR	\$ 58.05	\$ 1,451.26
SELECT EQUIPMENT	0		HR	\$ -	\$ -
SELECT EQUIPMENT	0		HR	\$ 28.12	\$ -
SELECT EQUIPMENT	0		HR	\$ -	\$ -
SELECT EQUIPMENT	0		HR	\$ -	\$ -
SELECT EQUIPMENT	0		HR	\$ -	\$ -
SELECT EQUIPMENT	0		HR	\$ -	\$ -
SELECT EQUIPMENT	0		HR	\$ -	\$ -
SUBTOTAL EQUIPMENT					\$ 6,408.27

Labor Class Description	Quantity	Unit	Unit Cost	Extension
Base Labor Rates				
Project Superintendent		HR	\$ 126.67	\$ -
Project Manager		HR	\$ 126.67	\$ -
Project Engineer		HR	\$ 79.60	\$ -
Project Foreman		HR	\$ 80.11	\$ -
		HR	\$ -	\$ -
		HR	\$ -	\$ -
Equipment Operator Group 4	42.00	HR	\$ 74.82	\$ 3,142.44
Equipment Operator Group 5		HR	\$ 73.17	\$ -
		HR	\$ -	\$ -
Laborer Group 1 (General Laborer; TCS)	42.00	HR	\$ 60.88	\$ 2,556.96
Laborer Group 2 (Pipe Layer; Grade Checker)		HR	\$ 62.45	\$ -
Laborer Group 3 (Flagger)		HR	\$ 68.00	\$ -
Truck Driver Group 2 (Wtr Truck <5,000 Gallons)		HR	\$ 49.28	\$ -
Truck Driver Group 3 (10 CY+ Capacity Trucks)		HR	\$ 49.28	\$ -
Overtime Labor Rates				
Project Superintendent		HR	\$ 126.67	\$ -
Project Manager		HR	\$ 126.67	\$ -
Project Engineer		HR	\$ 79.60	\$ -
Project Foreman		HR	\$ 134.18	\$ -
		HR	\$ -	\$ -
		HR	\$ -	\$ -
Equipment Operator Group 4	8.00	HR	\$ 112.23	\$ 897.84
Equipment Operator Group 5		HR	\$ 109.76	\$ -
		HR	\$ -	\$ -
Laborer Group 1 (General Laborer; TCS)	8.00	HR	\$ 91.32	\$ 730.56
Laborer Group 2 (Pipe Layer; Grade Checker)		HR	\$ 93.68	\$ -
Laborer Group 3 (Flagger)		HR	\$ 97.31	\$ -
Truck Driver Group 2 (Wtr Truck <5,000 Gallons)		HR	\$ 73.92	\$ -
Truck Driver Group 3 (10 CY+ Capacity Trucks)		HR	\$ 73.92	\$ -
SUBTOTAL LABOR				\$ 7,327.80

MATERIAL/OTHER	Quantity	Unit	Unit Cost	Extension
Shoring	1.00	WK	\$ 2,224.60	\$ 2,224.60
1"-0 Recycle Backfill	80.00	TN	\$ 12.00	\$ 960.00
SUBTOTAL MATERIAL/OTHER				\$ 960.00

SPECIAL SERVICES	Quantity	Unit	Unit Cost	Extension
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
SUBTOTAL SPECIAL SERVICES			\$ -	\$ -

SUBCONTRACTOR	Quantity	Unit	Unit Cost	Extension
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
SUBTOTAL SUBCONTRACTOR			\$ -	\$ -

SUMMARY				
CATEGORY	COST	MARKUP %	MARKUP \$	SUBTOTAL
EQUIPMENT	\$ 6,408.27	17.00%	\$ 1,089.41	\$ 7,497.67
LABOR	\$ 7,327.80	22.00%	\$ 1,612.12	\$ 8,939.92
MATERIAL/OTHER	\$ 960.00	17.00%	\$ 163.20	\$ 1,123.20
SPECIAL SERVICES	\$ -	17.00%	\$ -	\$ -
SUBCONTRACTOR	\$ -	8.00%	\$ -	\$ -
TOTAL	\$ 14,696.07		\$ 2,864.72	\$ 17,560.79

Additional Bond Premium \$ 17,560.79 \$ 263.41

TOTAL AMOUNT

REQUEST FOR CHANGE ORDER

Project Details							
From	The Tunneling Company USA, LLC	Job No.	TUS-Q21102	RCO No.	001	Rev	0
RCO Title	Wilsonville October Stand-By Charges			Date	October 21, 2021		
Owner	Moore Excavation Inc.	Attention	Paul Golden and Chris Philipson				
Description Of Requested Change Details©							
Required by: October 31, 2021							
Change Description							
<p>RCO consists of accumulated standby time for the month of October. First 36" Crossing was completed at 17 feet on September 30th. October 1st was to be the one-day period to dig the new pit, however the pit had taken until October 6th to be completed before the second installation could begin. In discussions over email it was noted that we could allow up to three working days for installation of the pit, therefore we are only charging for a partial day on Wednesday October 6th.</p> <p>Second instance was October 11th where there was stoppage of work due to proximity to a utility line which needed to be pot-holed to make sure the casing did not damage/contact the critical infrastructure.</p> <p>Third instance due to significant obstructions in 6" casing on October 18th preventing successful installation of the line resulting in stoppage of work until the City can advise on appropriate action. This is anticipated to be a pass-through charge to the City due to ground conditions.</p>							
Change Costs:							
Standby charges in accordance with SPO Scope of work specific clarifications #12.							
October 6th – Remaining time to dig and grade entry pit by MEI – 5 hours x \$850 per hr = \$4,250							
October 11th – Standby time required as MEI plot hole utility lines to make sure casing doesn't contact lines. – 2.5 hours X \$850 per hr = \$2,125							
October 18 th – Waiting on direction for upsizing casing due to large obstructions – 4 hours x \$850 = 3,400							
October 19 th – Waiting on direction from city for upsizing casing – 8 hours x \$850 = 6,800							
\$10,200							
Total Standby time from October 4th to 19th 19.5 hours x \$850 = \$16,575							
Extent of costs-to-date pending and TBD. Please see attached for schedule and supporting documentation.							
See attached appendix for individual calculations.							

Note: All costs are estimated
 10% surcharge will be added to third party charges at time of invoice
 All applicable taxes will be added at time of invoice

Impact Details

Reason for Change :
 Delays due to circumstances beyond subcontractor's control.

Additional Information

Click here to enter text.

Reference Or Attachments

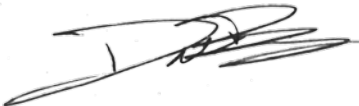
Attach	Refer	Document No	Rev	Description
<input type="checkbox"/>	<input type="checkbox"/>	RCO-001 r0 TUSQ251102 Wilsonville		Schedule of Standby charges by date.
<input type="checkbox"/>	<input type="checkbox"/>	TUS 821102 Site docs Oct 1 to Oct 19 2021		Signed off site docs indicating client standby with descriptions.
<input type="checkbox"/>	<input type="checkbox"/>			

Response

Client Use: [Click here to enter text.]

Approval Details©

Submitted by (Originator)

Print Name: Dane Bergman
 Print Title: General Manager
 Date: October-22-2021
 Signature: 

Client Use:

Change Authorized: Yes
 Print Name: [Click here to enter text.]
 Print Title: [Click here to enter text.]
 Date: [Click here to enter a date.]
 Signature:

X

NAVIGATOR™ ON RENT REPORT

Report Date: 10/27/2021 04:51 PM

Item 11.

Date Out	Contract	Job Name	Job Number	Job Location	P.O. No.	Equipment No.	Equipment Description	Status	Day Rate	Week Rate	Month Rate	Next Bill	Est. Return	QTY	Insur. Value	Ordered By
09/13/21	8992042	5TH ST & KIN SMAN EXT		SW BOONES FERRY RD & SW 5TH ST WILSONVIL	4627-354R	200906	STEEL-10'x12' TRENCH BOX 4" DW	Active	286.20	677.70	1605.60	11/08/21	09/27/21	1.00	12279.91	CAMERON
09/13/21	8992042	5TH ST & KIN SMAN EXT		SW BOONES FERRY RD & SW 5TH ST WILSONVIL	4627-354R	200922	STEEL-8'x12' TRENCH BOX 4" DW	Active	234.00	553.50	1312.20	11/08/21	09/27/21	1.00	10266.40	CAMERON
09/13/21	8992042	5TH ST & KIN SMAN EXT		SW BOONES FERRY RD & SW 5TH ST WILSONVIL	4627-354R	9021506	STEEL-CORNER CONNECTOR 7"	Active	34.20	79.20	175.50	11/08/21	09/27/21	4.00	0	CAMERON
09/13/21	8992042	5TH ST & KIN SMAN EXT		SW BOONES FERRY RD & SW 5TH ST WILSONVIL	4627-354R	200854	STEEL-ARCH-5' HC	Active	114.30	278.10	645.30	11/08/21	09/27/21	1.00	0	CAMERON
09/13/21	8992042	5TH ST & KIN SMAN EXT		SW BOONES FERRY RD & SW 5TH ST WILSONVIL	4627-354R	200856	STEEL-ARCH-5' HC	Active	114.30	278.10	645.30	11/08/21	09/27/21	1.00	0	CAMERON
09/13/21	8992042	5TH ST & KIN SMAN EXT		SW BOONES FERRY RD & SW 5TH ST WILSONVIL	4627-354R	9022730	STEEL-STACKING PINS (SET OF 4)	Active	0	0	0	11/08/21	09/27/21	2.00	0	CAMERON
09/13/21	8992042	5TH ST & KIN SMAN EXT		SW BOONES FERRY RD & SW 5TH ST WILSONVIL	4627-354R	9032393	STEEL-ARCH-SPREADER BAR-6'-7'	Active	25.20	60.30	145.80	11/08/21	09/27/21	2.00	0	CAMERON

\$2,224.60/Wk Total

From: [Paul Golden](#)
To: [Weigel, Zach](#)
Subject: RE: 5th to Kinsman Outstanding Items
Date: Thursday, March 3, 2022 1:44:55 PM
Attachments: [image017.png](#)
[image018.png](#)
[image019.png](#)
[image020.png](#)
[image021.png](#)
[image022.png](#)
[image023.png](#)
[image024.png](#)
[image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)

[This email originated outside of the City of Wilsonville]

Zach,

I agree with this proposal.

I just hope that my subcontractor's math is correct.

Thank you,

Paul Golden
Senior Project Manager
Email: paul.golden@themeigroup.com
Cell: 503-849-5804 | Ph: 503-674-0900
PO Box 789, Fairview, OR 97024
www.themeigroup.com



From: Weigel, Zach [mailto:weigel@ci.wilsonville.or.us]
Sent: Wednesday, March 2, 2022 3:50 PM
To: Paul Golden <Paul.Golden@themeigroup.com>
Subject: RE: 5th to Kinsman Outstanding Items

Paul,

The last total from Legacy on Bid Item 100 was 115,200 lbs of reinforcement. See attached email. If we go with this new total quantity of reinforcement of 188,200 at a credit of \$0.24 per pound, that totals a credit of \$45,168, which is roughly the same credit as what you came up with.

Do you agree with this? Give me a call if you want to discuss.

Thanks,

Zachary J. Weigel, PE
City Engineer
City of Wilsonville

503.570.1565
weigel@ci.wilsonville.or.us
www.ci.wilsonville.or.us
[Facebook.com/CityofWilsonville](https://www.facebook.com/CityofWilsonville)



29799 SW Town Center Loop East, Wilsonville, OR 97070

Disclosure Notice: Messages to and from this e-mail address may be subject to the Oregon Public Records Law.

From: Paul Golden <Paul.Golden@themeigroup.com>
Sent: Wednesday, March 2, 2022 3:30 PM
To: Weigel, Zach <weigel@ci.wilsonville.or.us>
Subject: RE: 5th to Kinsman Outstanding Items

[This email originated outside of the City of Wilsonville]

Zach,

Please see the revised proposal below:

You can also let the City Council know that you received a \$29,575 savings for the Embankment in Place (Material Onsite by Others) bid item and currently tracking a \$190,000 savings on Rock Excavation bid item.

Thank you,

Paul Golden
Senior Project Manager
Email: paul.golden@themeigroup.com
Cell: 503-849-5804 | Ph: 503-674-0900

PO Box 789, Fairview, OR 97024
www.themeigroup.com



From: Paul Golden
Sent: Monday, February 14, 2022 1:20 PM
To: Weigel, Zach <weigel@ci.wilsonville.or.us>
Subject: 5th to Kinsman Outstanding Items

Zach,

As we discussed last week I would like to propose a credit for the over-run quantity of the bridge concrete reinforcing of \$0.25 per pound. That is an approximate credit of \$36,000.

-

Please see revised reinforcing credit tabulation:

	Bid Item Total	Rev. Bid Item Total	Over Run
Bid Item 100	32559	128000	95441
Bid Item 88	23304	73000	49696
	Totals	201000	145137
		Revised Proposed Credit	Previous Proposed Credit
		Rev. Bid Item Totals x \$0.22	Over Run Only Diff x \$0.25
		\$44,220.00	\$36,284.25

I would like to resolve a couple of other outstanding items that we have been discussing as a condition of the above proposed credit.

1. RR Crossing unforeseen change request. The City will accept the last settlement offer of paying the difference between the 6" casing and the 36" casing for the Gas casing (\$40,000) as well as paying 0.5 of the 6" bid item for all other extra work claimed (\$20,000).
2. Water Quality Curb reinforcing credit. The City will accept the last credit amount of \$7,000.00.

I think that this solves a few items that both of us would like to put behind us. Please let me know if this works for you. We will be installing the curb in the next couple of weeks and hopefully we can get this done before we start.

Thank you,

Paul Golden

Senior Project Manager

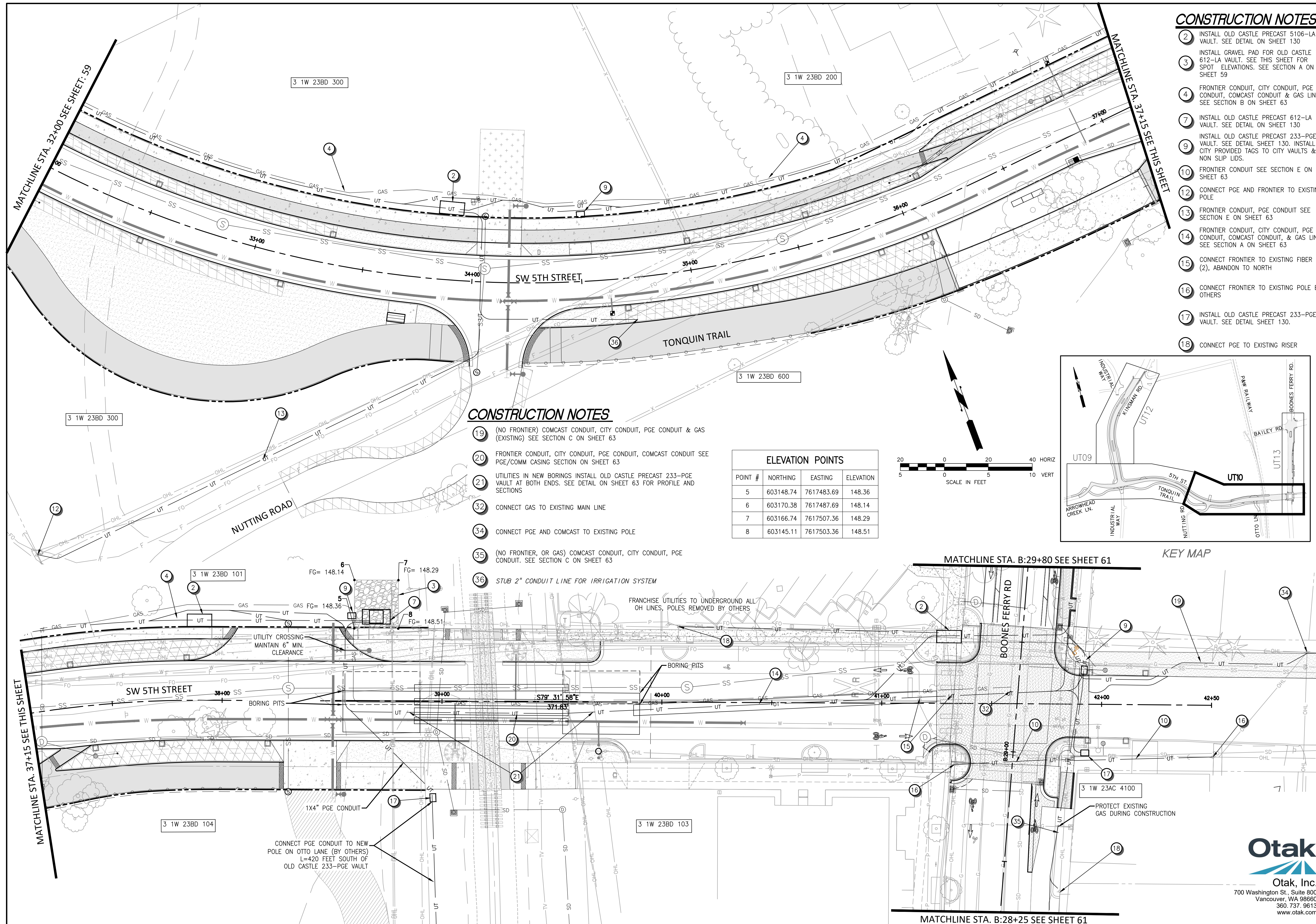
Email: paul.golden@themeigroup.com

Cell: 503-849-5804 | Ph: 503-674-0900

PO Box 789, Fairview, OR 97024

www.themeigroup.com





CONSTRUCTION NOTES

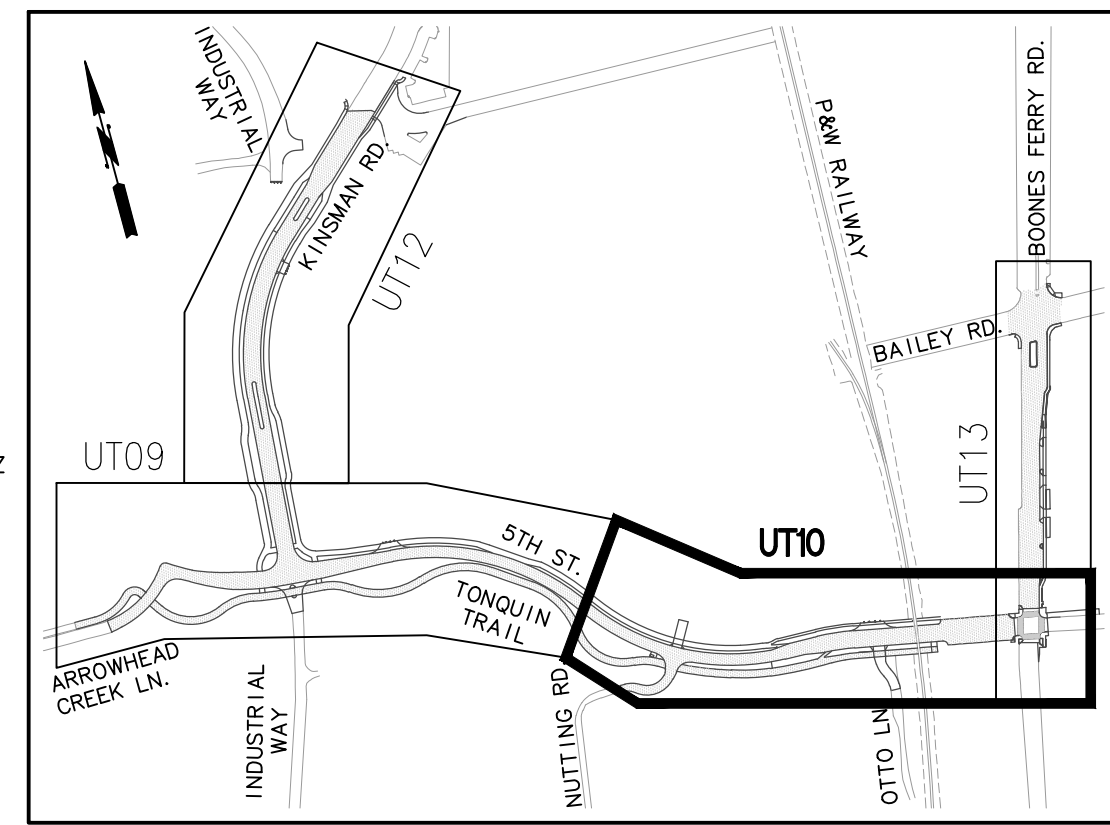
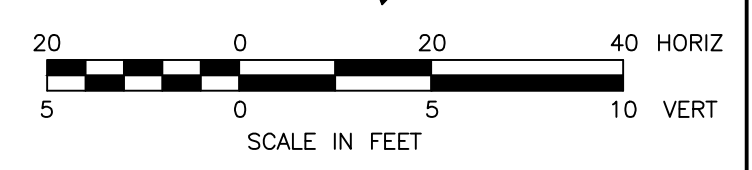
- 2 INSTALL OLD CASTLE PRECAST 5106-LA VAULT. SEE DETAIL ON SHEET 130
- 3 INSTALL GRAVEL PAD FOR OLD CASTLE 612-LA VAULT. SEE THIS SHEET FOR SPOT ELEVATIONS. SEE SECTION A ON SHEET 59
- 4 FRONTIER CONDUIT, CITY CONDUIT, PGE CONDUIT, COMCAST CONDUIT & GAS LINE. SEE SECTION B ON SHEET 63
- 7 INSTALL OLD CASTLE PRECAST 612-LA VAULT. SEE DETAIL ON SHEET 130
- 9 INSTALL OLD CASTLE PRECAST 233-PGE VAULT. SEE DETAIL SHEET 130. INSTALL CITY PROVIDED TAGS TO CITY VAULTS & NON SLIP LIDS.
- 10 FRONTIER CONDUIT SEE SECTION E ON SHEET 63
- 12 CONNECT PGE AND FRONTIER TO EXISTING POLE
- 13 FRONTIER CONDUIT, PGE CONDUIT SEE SECTION E ON SHEET 63
- 14 FRONTIER CONDUIT, CITY CONDUIT, PGE CONDUIT, COMCAST CONDUIT, & GAS LINE SEE SECTION A ON SHEET 63
- 15 CONNECT FRONTIER TO EXISTING FIBER (2), ABANDON TO NORTH
- 16 CONNECT FRONTIER TO EXISTING POLE BY OTHERS
- 17 INSTALL OLD CASTLE PRECAST 233-PGE VAULT. SEE DETAIL SHEET 130.
- 18 CONNECT PGE TO EXISTING RISER

CONSTRUCTION NOTES

- 19 (NO FRONTIER) COMCAST CONDUIT, CITY CONDUIT, PGE CONDUIT & GAS (EXISTING) SEE SECTION C ON SHEET 63
- 20 FRONTIER CONDUIT, CITY CONDUIT, PGE CONDUIT, COMCAST CONDUIT SEE PGE/COMM CASING SECTION ON SHEET 63
- 21 UTILITIES IN NEW BORINGS INSTALL OLD CASTLE PRECAST 233-PGE VAULT AT BOTH ENDS. SEE DETAIL ON SHEET 63 FOR PROFILE AND SECTIONS
- 32 CONNECT GAS TO EXISTING MAIN LINE
- 34 CONNECT PGE AND COMCAST TO EXISTING POLE
- 35 (NO FRONTIER, OR GAS) COMCAST CONDUIT, CITY CONDUIT, PGE CONDUIT. SEE SECTION C ON SHEET 63
- 36 STUB 2" CONDUIT LINE FOR IRRIGATION SYSTEM

ELEVATION POINTS

POINT #	NORTHING	EASTING	ELEVATION
5	603148.74	7617483.69	148.36
6	603170.38	7617487.69	148.14
7	603166.74	7617507.36	148.29
8	603145.11	7617503.36	148.51



REVISIONS

City of Wilsonville
 Engineering Department
 29799 SW Town Center Loop E
 Wilsonville, OR 97070
 Phone 503-682-4960



Date: 20 NOVEMBER 2020
 Scale: AS SHOWN
 Designed By: PH/BB
 Drawn By: EID
 Checked By: S.DREHER

SW 5TH ST TO SW KINSMAN RD EXTENSION
5TH ST - UTILITY TRENCH

Otak
 Otak, Inc.
 700 Washington St., Suite 800
 Vancouver, WA 98660
 360.737.9613
 www.otak.com

CIP # 4196
 PROJECT # 2017-02-001
 UT10
 60 of 213

Water Quality Curb Design Modification

Item 11.

MEI Group

A Moore Excavation Company

P.O. Box 789 - Fairview, OR 97024
 5501 NE 223rd Ave - Fairview, OR 97024
 Tel: (503) 674-0900 | Fax: (503) 674-0909
 OR CCB#28397 | WA# MOOREI166BR



Change Order Proposal (#006)

Project: 5th Street/Kinsman Rd Extension

Date: December 1, 2021

Description of Change(s)

Remove #4 steel reinforcing from Water Quality Curb.

Item	Description	Qty	Unit	Unit Price	Extension
	Water Quality Curb Reinforcing	1.00	LS	\$ (7,000.00)	\$ (7,000.00)
	TOTAL				\$ (7,000.00)

Terms, Conditions, and Scope Limits/Clarifications

Additional Time Requested

--

Bridge Fiber Reinforcement

MEI Group

A Moore Excavation Company

P.O. Box 789 - Fairview, OR 97024
 5501 NE 223rd Ave - Fairview, OR 97024
 Tel: (503) 674-0900 | Fax: (503) 674-0909
 OR CCB#28397 | WA# MOOREI166BR



Item 11.

Change Order Proposal (#007)

Project: 5th Street/Kinsman Rd Extension
 Date: January 18, 2022

Description of Change(s)					
Added Fiber At All Bridge Decks and Impact Panels - Not Called Out In Spec					
Item	Description	Qty	Unit	Unit Price	Extension
	5th St Bridge Deck	101.00	YD	\$ 51.48	\$ 5,199.48
	5th St Bridge Impact Panels	71.00	YD	\$ 51.48	\$ 3,655.08
	Kinsman Bridge Deck	107.00	YD	\$ 51.48	\$ 5,508.36
	Kinsman Impact Panels	121.00	YD	\$ 51.48	\$ 6,229.08
	SUB TOTAL				\$ 20,592.00
	8% Sub Markup				\$ 1,647.36
	FINAL TOTAL				\$ 22,239.36
Terms, Conditions, and Scope Limits/Clarifications					
Additional Time Requested					
N/A					

Wilsonville Concrete Products



Wilsonville (503) 682-2525
January 13, 2022

Salem (503) 588-1800
Quote # 22016

Company: Legacy Contracting

Project: 5th Street and Kinsman Rd Extension

Yardage: 200

$4400 \times 1.17 = 5148$

Product pricing for this project is as follows:

Product Code	Item Description	UOM	Price
	FHSD4532A4679 - HPC 4500 - 1.5" Agg. 6" Slump, With Air, With Fiber	CY	\$275.00
	HSD4532A4679 - HPC 4500, 1.5" Agg. 6" Slump, With Air, Non Fiber	CY	\$231.00
Fee	Zone 1	CY	\$0.00
Fee	Fuel Surcharge	Per Truck	\$10.00
Fee	No Concrete Washout Area	Per Truck	\$250.00
Fee	Oregon Gross Receipts	All Sales	0.0057%
Admixture			
All line item additives (fibers, ice, hot water, and special admixtures) added to standard mix designs will be purchased separately.			
MRWR (Per 1" Slump)	\$3.50 Per Yard	Non - Chloride	\$7.00 Per 1%
		Non - Chloride	\$14.00 Per 2%
Mono Fiber @ 0.5 lbs.	\$9.00 Per Yard	Hot Water	\$8.00 Per Yard
Fibrillated Fiber @ 1.5 lbs.	\$11.00 Per Yard		
Small Load Charges		Miscellaneous Charges	
Minimum Charge	\$700.00 Per Load	Late Delivery (After 4:00 PM)	\$125.00 Per Load
		Dye Clean Up Charge	\$200.00 Per Load
		Pump Back Fee	\$150.00 Per Load
Unloading Charges			
Stand By Time	\$2.25 Per Minute		
Unload Time	6 Minutes Per Yard		
Additional Comments			
Terms - Net 30 Days			
Escalator Date:	1/1/2023	Escalator Amount:	\$15.00 Per Yard

We appreciate the opportunity to quote the above mentioned project. If you have any questions regarding this quotation, please contact me at (503) 849-0079.

Frank King



This Quote is good for 30 days from the following Date: January 13, 2022

Bridge Wing Wall Safety Fencing

Item 11.



P.O. Box 789, Fairview, Oregon 97024
5501 NE 223rd Ave, Fairview OR 97024

Tel: 503.674.0900 | Fax: 503.674.0909
OR CCB#28397 | WA# MOOREI166BR

Since 1956

Request for Information / Interpretation

5th Street & Kinsman Rd Extension

MEI Project Number: 4627

MEI Doc Control Reference: RFI 080

Client Document Control Reference:

SUBJECT: 5th Bridge Guard Rail Requirements

DATE: February 21st, 2022

TO: Scott Banker
Resources Project Manager
OTAK Inc.
808 SW Third Ave., Suite 800
Portland, OR 97204

Cell: (503) 539-9824
Fax:
Email: scott.banker@otak.com

FROM: Paul Golden, Project Manager
MEI Group

Office: (503) 674-0900
Cell: (503) 849-5864
Email: paul.golden@themeigroup.com
chris.philipson@themeigroup.com

NUMBER OF PAGES (w/ this cover): 1

Drawing Reference: PP-03
Specification/Document Reference:
Location of Work: Kinsman Bridge
Desired Response Date: **ASAP**
Cost Impact: **TBD**
Time/Schedule Impact: **TBD**

INFORMATION REQUESTED:

Sheet PP-03 Note 25 calls for a 31" height guard rail.

Oregon OSHA requires that the top-edge height of guardrails must be 42 inches, plus or minus three inches, above the walking working surface.

The guard rail is adjacent to the sidewalk on the east side of the bridge.

The 31" height does not appear to be legal per OSHA standards

Please confirm if the height should remain 31"

There is no guard rail called for on the west side of the bridge. There is a significant fall hazard with the wing wall of the bridge directly adjacent to the sidewalk. Please confirm if guard rail is needed or not

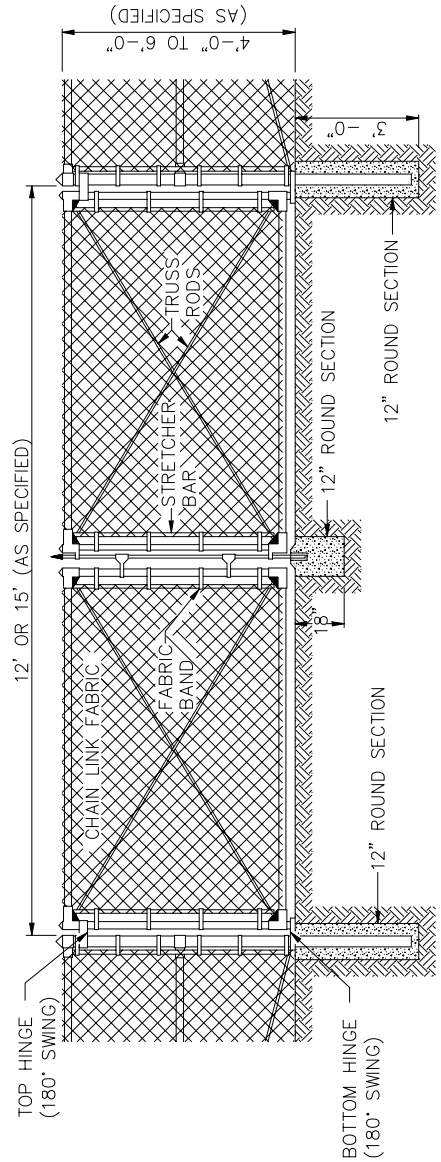
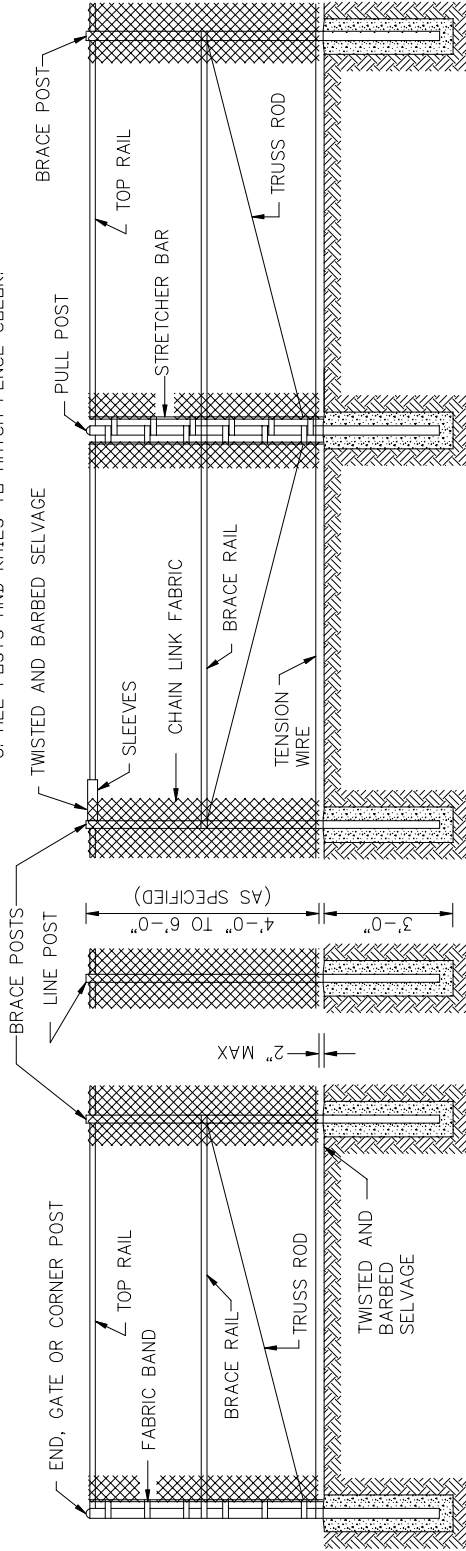
The guardrail is for vehicle lane departure and is required per the FHWA roadway length of need calculations, not related to OSHA requirements for pedestrians.

The city would like to add chain link fence. Please provide a proposal for installing 4-foot high black chain link fence (CWS standard detail No. 792) for each bridge. The fence locations would be from the corner for the bridge railing along the back side of the wing walls at all four corners. Please follow OSHA standards and requirements. The tops of the poles should be situated as best as possible below the decorative bridge deck railing. Confirm field location and fit with city inspector prior to placing.

NOTES:

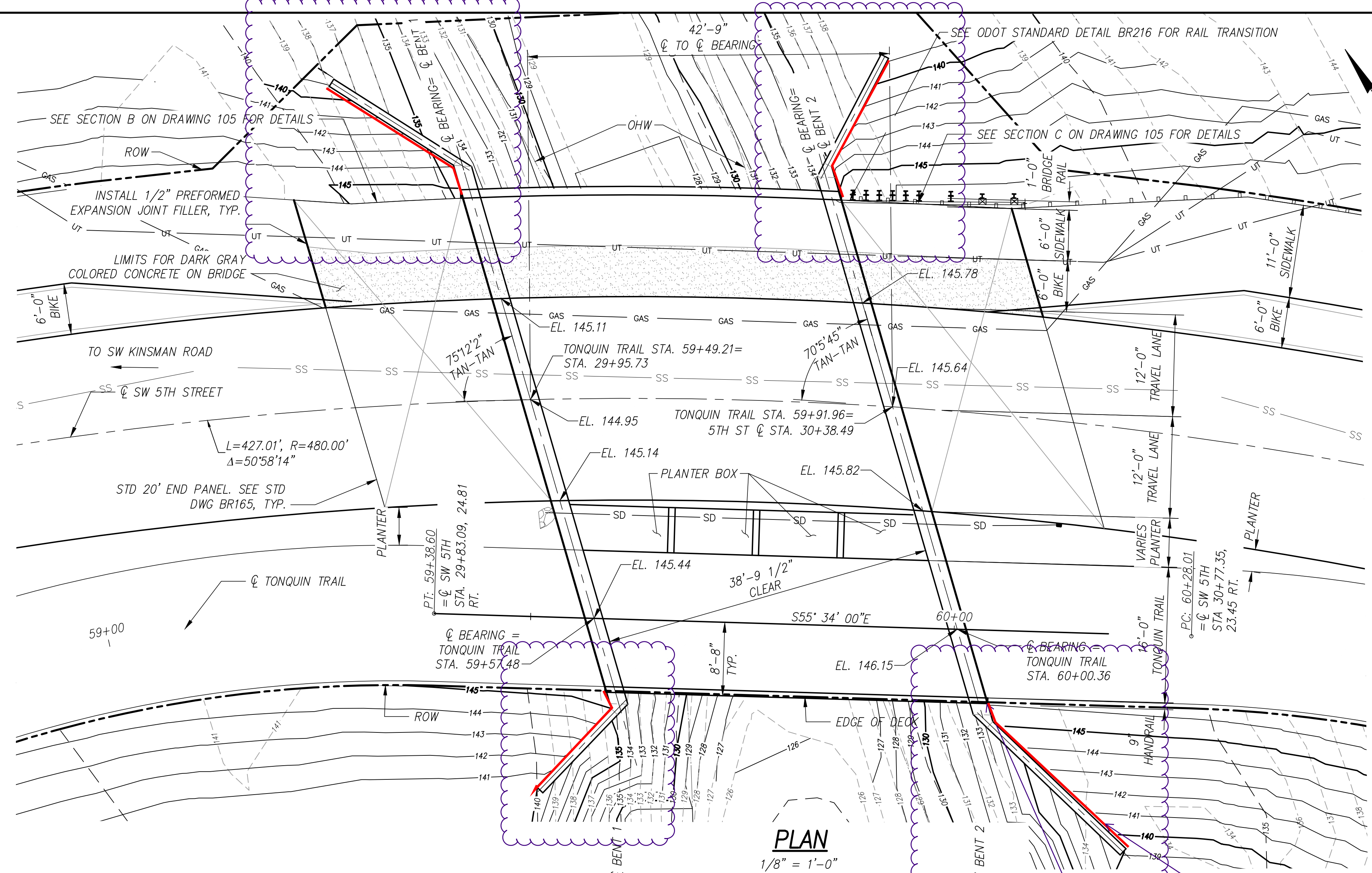
1. ALL FITTINGS, FASTENERS, & AND FABRIC TIES SHALL BE HOT DIP GALV.
2. CONC SHALL BE MIN 2500 PSI @ 28 DAYS.
3. PROVIDE BRACE RAIL BETWEEN END POSTS AND LINE POSTS. LENGTHS AS REQ'D.
4. PROVIDE GATE STOPS AND DROP RECEIVERS SET IN CONCRETE, EACH GATE.
5. PROVIDE EXTENSION ARMS ON LINE, END AND CORNER POSTS & GATE POSTS AS REQ'D.
6. PROVIDE SIGHT OBSCURING SLATS WITH ALL WASTEWATER PUMP STATIONS.
7. CENTER BRACE RAIL NOT REQUIRED WITH FENCE HEIGHT OF 5' OR LESS.
8. ALL POSTS AND RAILS TO MATCH FENCE COLOR.

MEMBER	NOMINAL DIA (IN)	MATERIAL
BRACE RAIL	1.660	GALV TUBULAR STL
GATE FRAME	2.00	GALV TUBULAR STL
LINE POSTS	2.375	GALV TUBULAR STL
END & CORNER POST	2.875	GALV TUBULAR STL
CHAIN LINK FABRIC	9 GA. W/GREEN OR BLACK PVC COATING.	
GATE OPENING (ft)		MATERIAL
12' OR 15'	4	GALV TUBULAR STL

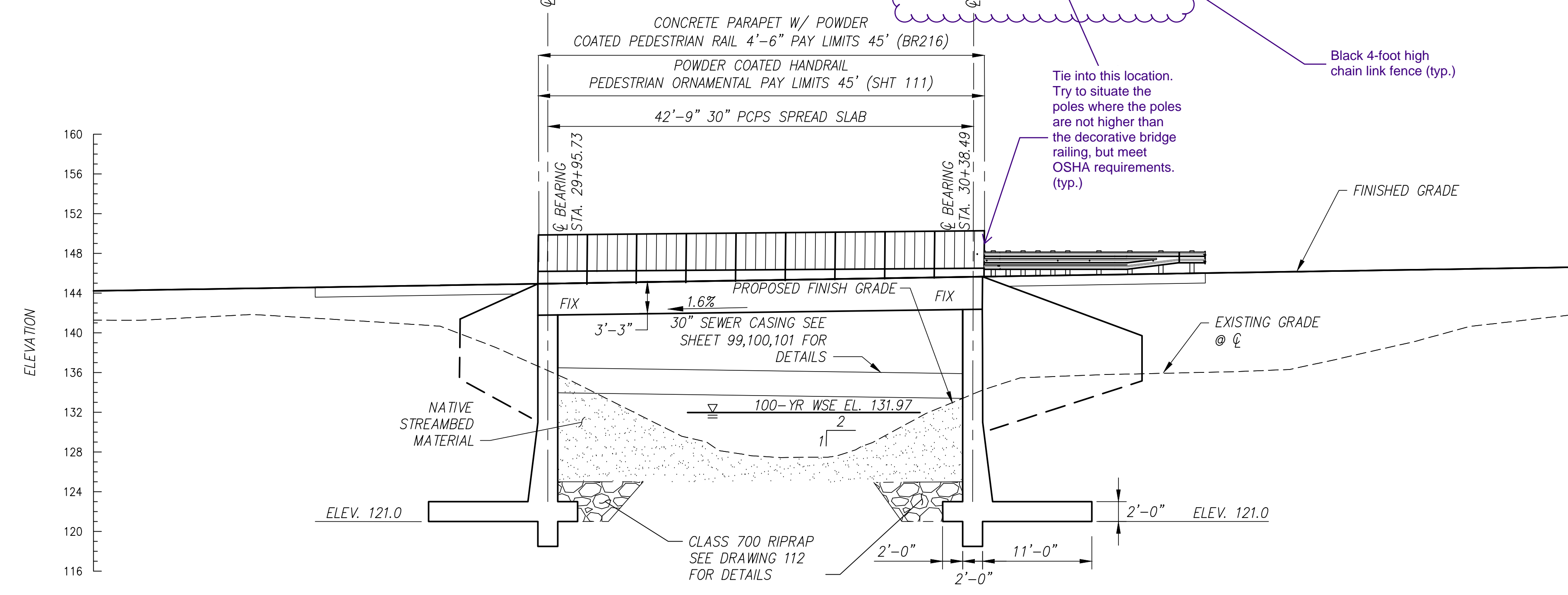


CHAIN LINK FENCE AND GATE



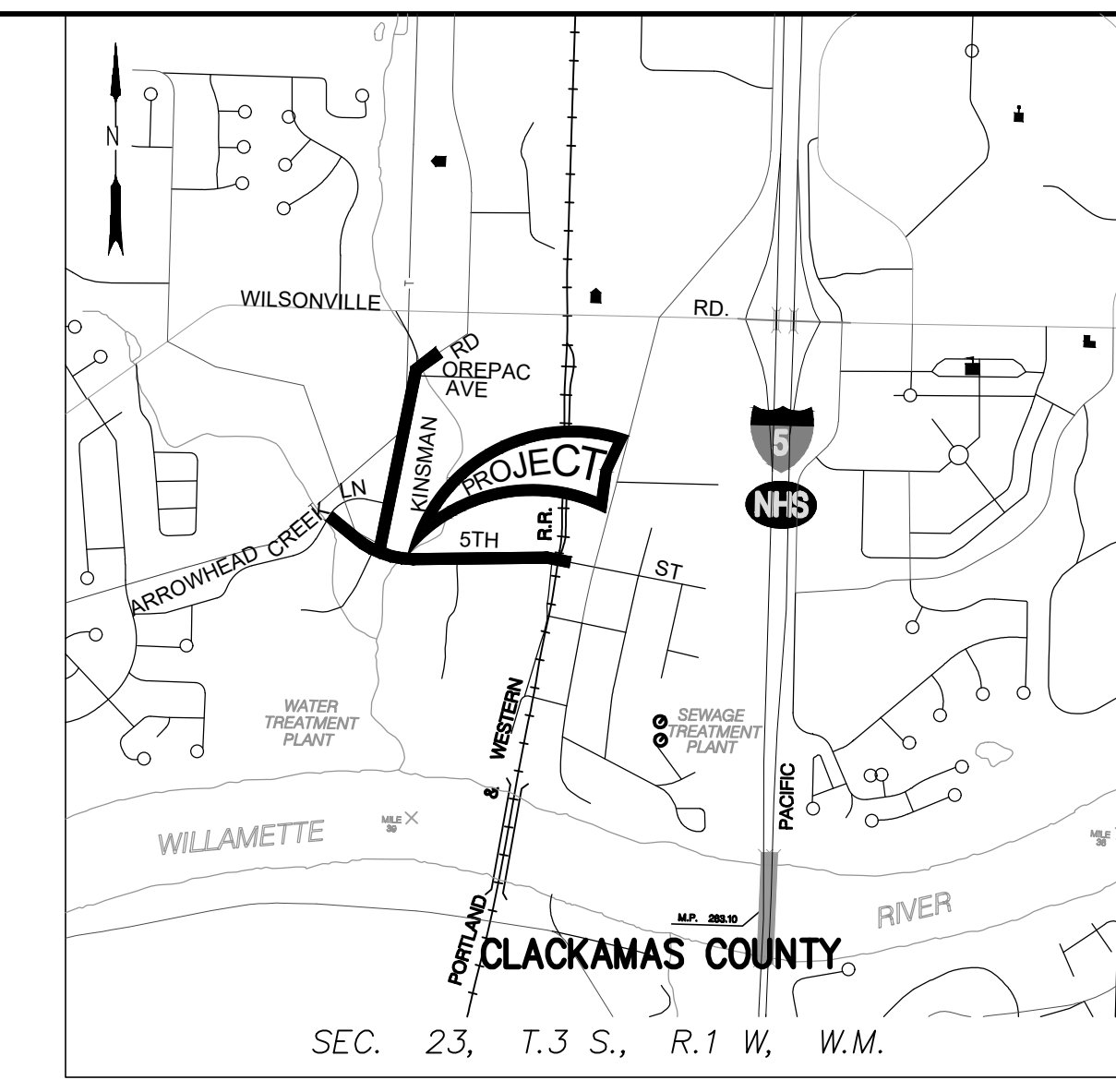


PLAN
1/8" = 1'-0"

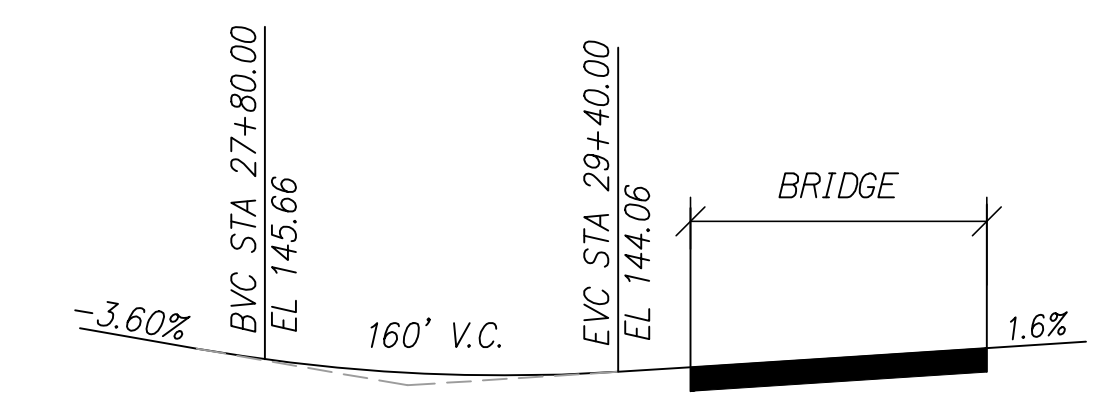


ELEVATION
1/8" = 1'-0"

NOTE:
ELEVATIONS SHOWN ARE BASED ON
NORTH AMERICAN VERTICAL DATUM (1988)



LOCATION MAP
No Scale

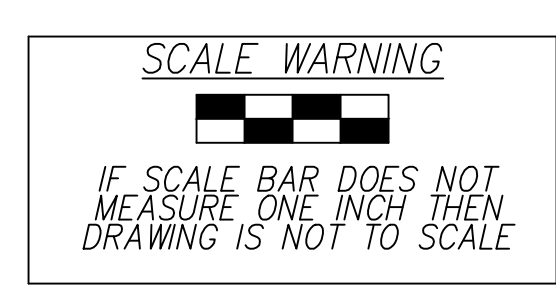


SW 5TH ST GRADELINE DIAGRAM
N.T.S.

NOTES:
1. DECK ELEVATIONS ARE AT FINISH GRADE, TOP OF CONCRETE DECK
2. C OF BENTS ARE PARALLEL

HYDRAULIC DATA

ITEMS	UNITS	DESIGN FLOOD	BASE FLOOD	MAX. PROBABLE FLOOD
DISCHARGE	CFS	581	581	730
RECURRENCE INTERVAL	YEARS	100	100	500
HIGH WATER ELEVATION AT UPSTREAM FACE OF BRIDGE ALONG EMBANKMENT	FEET, NAVD	131.9	131.9	133.0
SCOUR ELEVATION	FEET, NAVD	126.0	126.0	126.0



Otak
Otak, Inc.
700 Washington St., Suite 800
Vancouver, WA 98660
360.737.9613
www.otak.com

REVISIONS

REGISTERED PROFESSIONAL ENGINEER
17.262PE
OREGON JULY 19, 1994
SCOTT M. NETTLETON
RENEWS: 12-31-2020

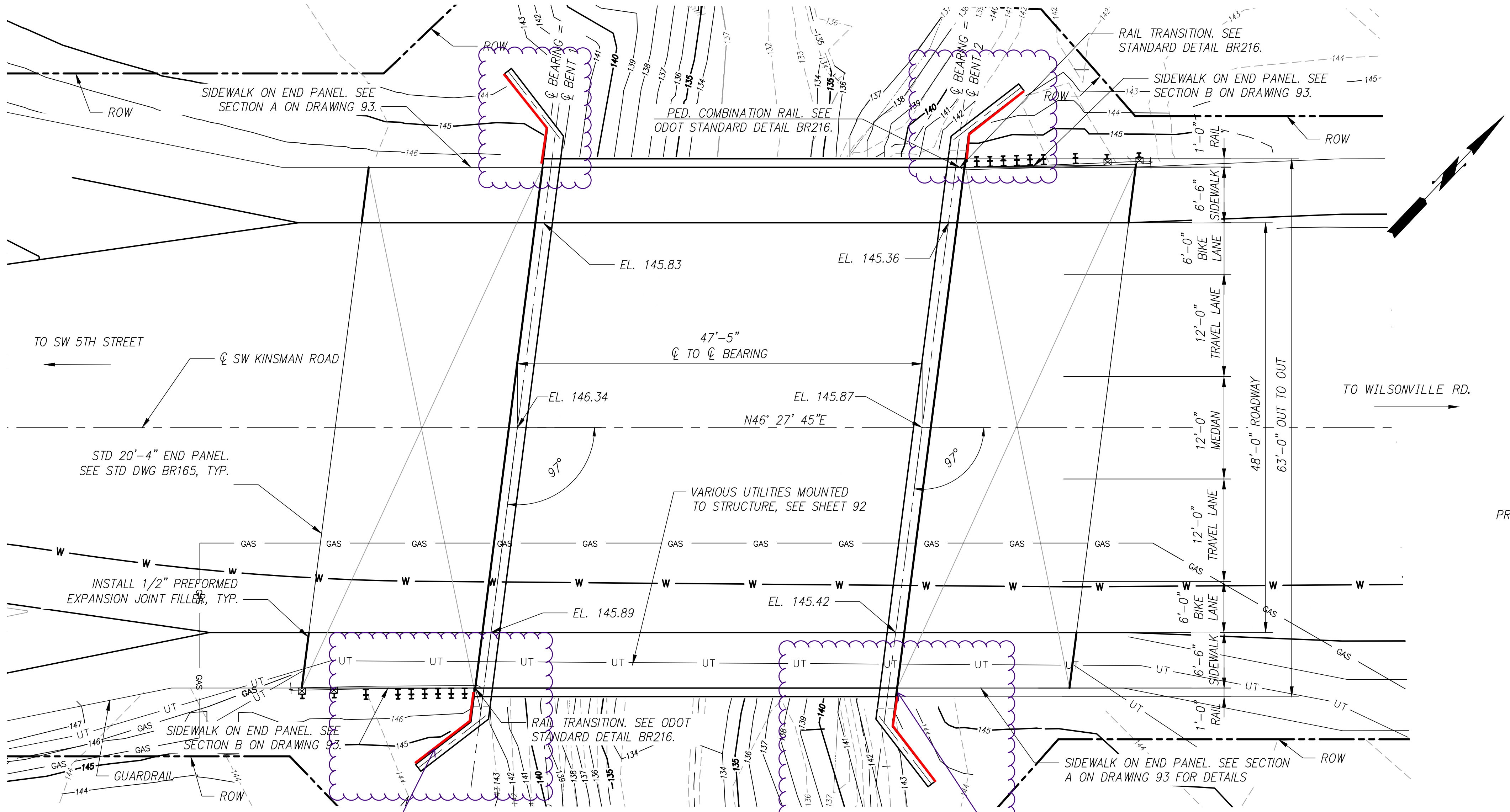
City of Wilsonville
Engineering Department
29799 SW Town Center Loop E
Wilsonville, OR 97070
Phone 503-682-4960



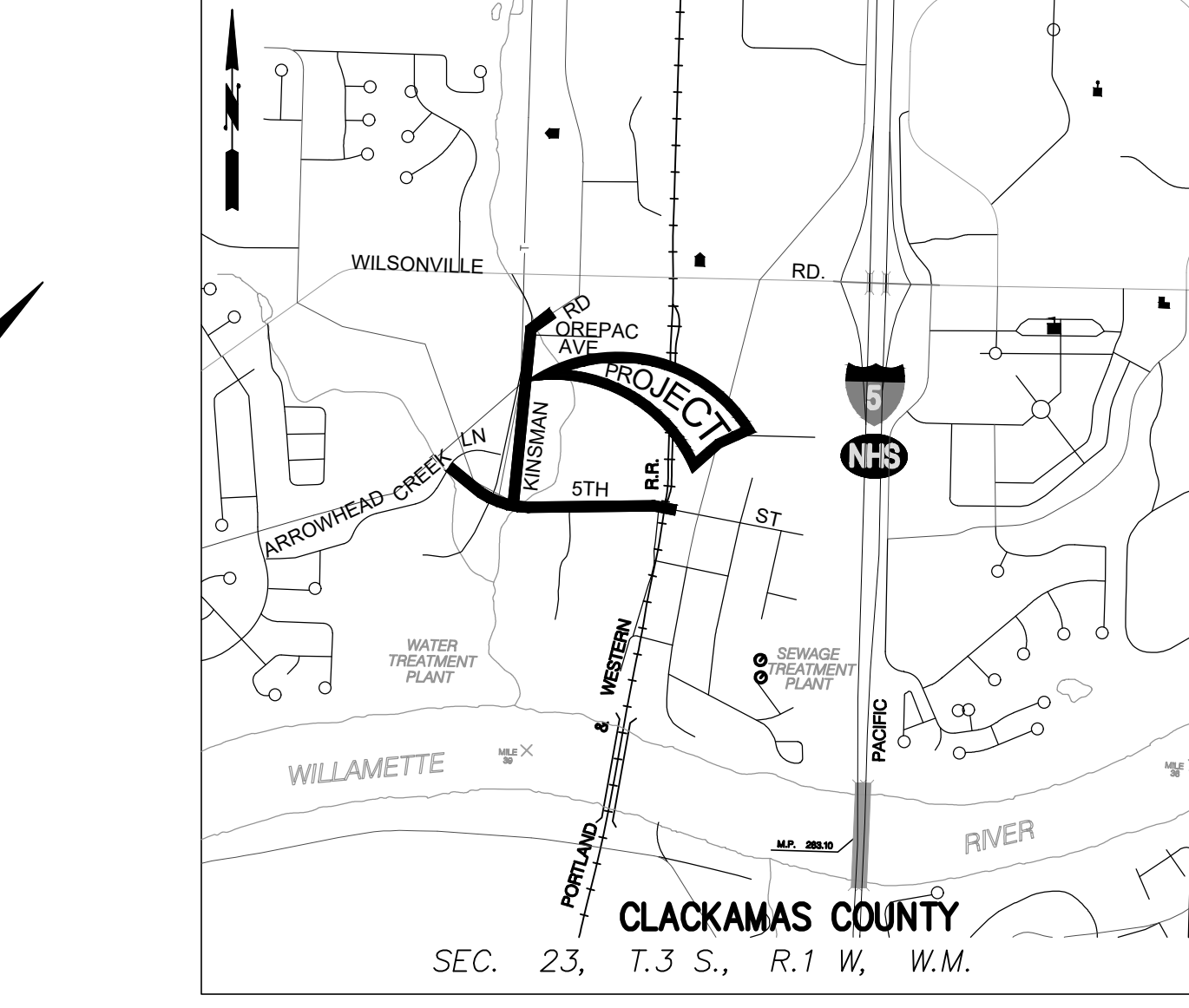
Date: 20 NOVEMBER 2020
Scale: AS SHOWN
Designed By: JDP
Drawn By: JDP
Checked By: S.DREHER

**SW 5TH ST TO SW KINSMAN RD EXTENSION
COFFEE LAKE CREEK (5TH ST) BRIDGE
PLAN AND ELEVATION**

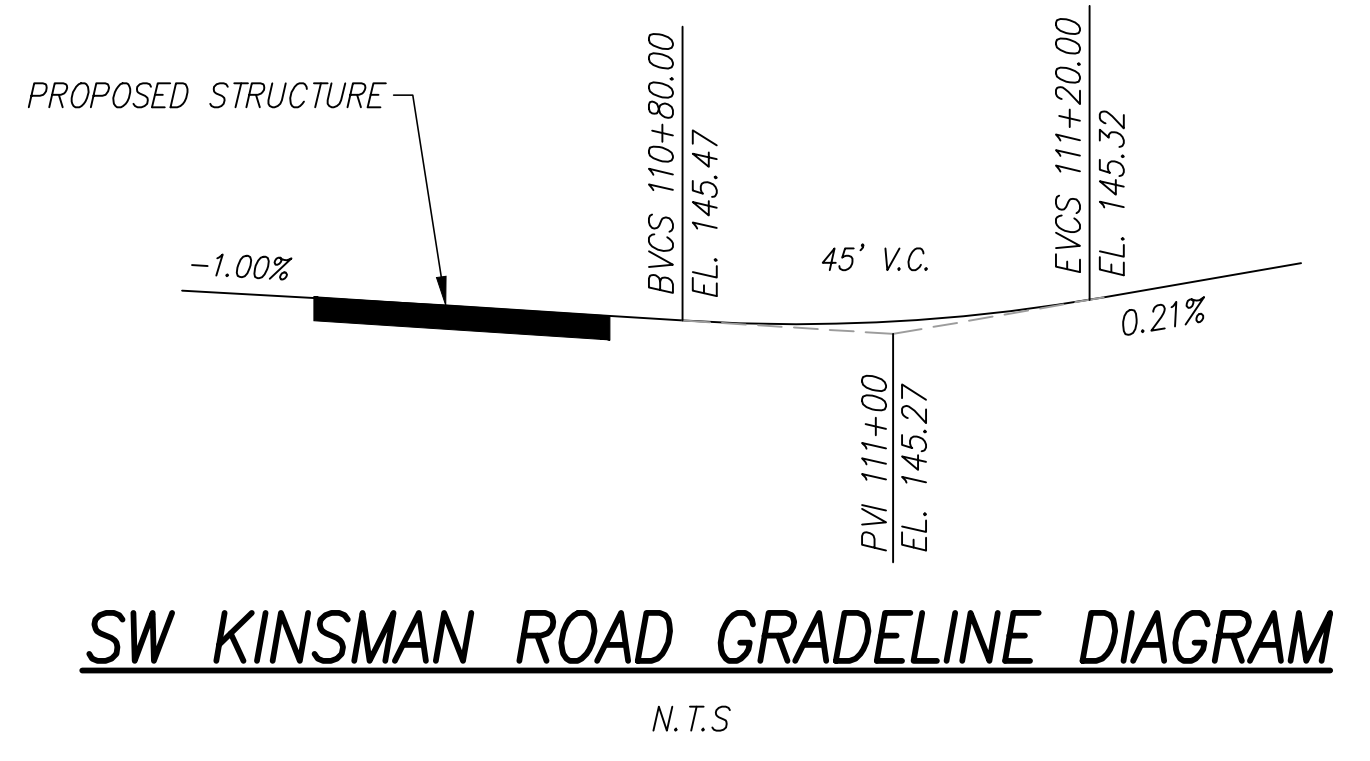
CIP# 4196
PROJECT# 2017-02-001
BR13
95 of 213



PLAN
1/8" = 1'-0"

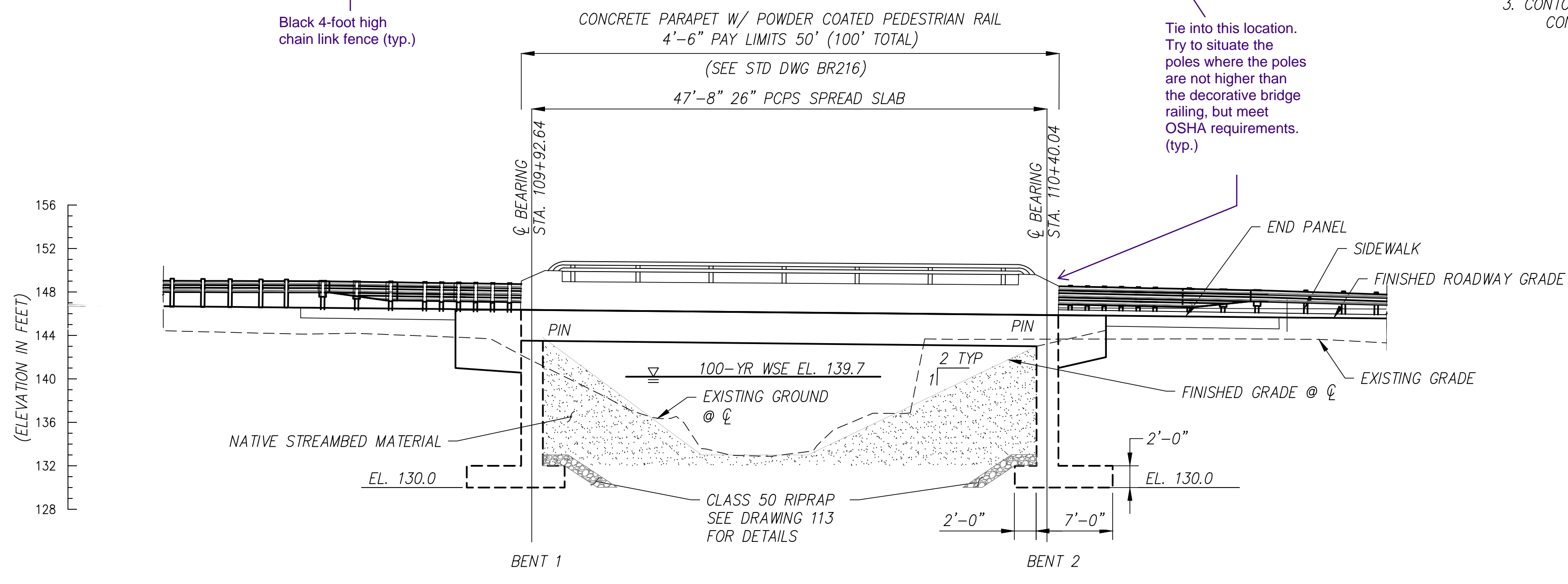


LOCATION MAP
No Scale



SW KINSMAN ROAD GRADELINE DIAGRAM
N.T.S

- NOTES:
1. DECK ELEVATIONS ARE AT FINISH GRADE, TOP OF CONCRETE DECK
 2. C BENTS ARE PARALLEL
 3. CONTOURS SHOWN ARE EXISTING CONDITIONS



ELEVATION
1/8" = 1'-0"

HYDRAULIC DATA				
ITEMS	UNITS	DESIGN FLOOD	BASE FLOOD	MAX. PROBABLE FLOOD
DISCHARGE	CFS	581	581	730
RECURRENCE INTERVAL	YEARS	100	100	500
HIGH WATER ELEVATION AT UPSTREAM FACE OF BRIDGE ALONG EMBANKMENT	FEET, NAVD	139.7	139.7	140.3
SCOUR ELEVATION	FEET, NAVD	133.0	133.0	133.0

SCALE WARNING

IF SCALE BAR DOES NOT MEASURE ONE INCH THEN DRAWING IS NOT TO SCALE

Otak
Otak, Inc.
700 Washington St., Suite 800
Vancouver, WA 98660
360.737.9613
www.otak.com

REVISIONS

REGISTERED PROFESSIONAL ENGINEER
17.262PE
OREGON
JULY 19, 1994
SCOTT M. NETTLETON
RENEWS: 12-31-2020

City of Wilsonville
Engineering Department
29799 SW Town Center Loop E
Wilsonville, OR 97070
Phone 503-682-4960



Date: 20 NOVEMBER 2020
Scale: AS SHOWN
Designed By: JDP
Drawn By: JDP
Checked By: S.DREHER

SW 5TH ST TO SW KINSMAN RD EXTENSION
COFFEE LAKE CREEK (KINSMAN RD) BRIDGE
PLAN AND ELEVATION

CIP# 4196
PROJECT# 2017-02-001
BR01
83 of 213

NOTE:
ELEVATIONS SHOWN ARE BASED ON
NORTH AMERICAN VERTICAL DATUM (1988)



MEI Group

A Moore Excavation Company

P.O. Box 789 - Fairview, OR 97024
 5501 NE 223rd Ave - Fairview, OR 97024
 Tel: (503) 674-0900 | Fax: (503) 674-0909
 OR CCB#28397 | WA# MOOREI166BR

Change Order Proposal (#021)

Project: 5th Street/Kinsman Rd Extension
Date: April 26, 2022

Description of Change(s)

Per RFI 080 response MEI was directed to install chainlink fence at the 5th Street & Kinsman Rd bridges; This COR reflects the cost to install.

Item	Description	Qty	Unit	Unit Price	Extension
	Install Chain Link Fence 5th St & Kinsman Rd Bridge	1.00	LS	\$ 26,664.12	\$ 26,664.12
	TOTAL				\$ 26,664.12

Terms, Conditions, and Scope Limits/Clarifications

Additional Time Requested

N/A

MEI Group

A Moore Excavation Company
 P.O. Box 789 - Fairview, OR 97024
 5501 NE 223rd Ave - Fairview, OR 97024
 Tel: (503) 674-0900 | Fax: (503) 674-0909
 OR CCB#28397 | WA# MOORE166BR



4/25/2022

COP BREAKDOWN INFO ONLY

ITEM DESCRIPTION: RFI 080 directed MEI to install chainlink fence at the 5th street & Kinsman Rd Bridges; This COR is for the cost of the work;

Equipment	Operator Group	Quantity	Unit	Unit Cost	Extension
Tool/Crew Utility Truck (plus equip)	#REF!	0	HR	\$ 17.04	\$ -
Exc Case CX130	84	0	HR	\$ 68.00	\$ -
Loader Case 621E	84	0	HR	\$ 53.04	\$ -
SELECT EQUIPMENT	0		HR	\$ -	\$ -
SELECT EQUIPMENT	0		HR	\$ -	\$ -
SELECT EQUIPMENT	0		HR	\$ -	\$ -
SELECT EQUIPMENT	0		HR	\$ -	\$ -
SELECT EQUIPMENT	0		HR	\$ -	\$ -
SELECT EQUIPMENT	0		HR	\$ -	\$ -
SELECT EQUIPMENT	0		HR	\$ -	\$ -
SELECT EQUIPMENT	0		HR	\$ -	\$ -
SUBTOTAL EQUIPMENT					\$ -

Labor Class Description	Quantity	Unit	Unit Cost	Extension
Base Labor Rates				
Project Superintendent		HR	\$ 126.67	\$ -
Project Manager		HR	\$ 126.67	\$ -
Project Engineer		HR	\$ 79.60	\$ -
Project Foreman	-	HR	\$ 80.11	\$ -
Equipment Operator Group 4	-	HR	\$ 74.82	\$ -
Equipment Operator Group 5	-	HR	\$ 73.17	\$ -
Laborer Group 1 (General Laborer; TCS)	-	HR	\$ 60.88	\$ -
Laborer Group 2 (Pipe Layer; Grade Checker)	-	HR	\$ 62.45	\$ -
Laborer Group 3 (Flagger)	-	HR	\$ 68.00	\$ -
Truck Driver Group 2 (Wtr Truck <5,000 Gallons)	-	HR	\$ 49.28	\$ -
Truck Driver Group 3 (10 CY+ Capacity Trucks)	-	HR	\$ 49.28	\$ -
Overtime Labor Rates				
Project Superintendent		HR	\$ 126.67	\$ -
Project Manager		HR	\$ 126.67	\$ -
Project Engineer		HR	\$ 79.60	\$ -
Project Foreman	-	HR	\$ 134.18	\$ -
Equipment Operator Group 4	-	HR	\$ 112.23	\$ -
Equipment Operator Group 5		HR	\$ 109.76	\$ -
Laborer Group 1 (General Laborer; TCS)		HR	\$ 91.32	\$ -
Laborer Group 2 (Pipe Layer; Grade Checker)		HR	\$ 93.68	\$ -
Laborer Group 3 (Flagger)		HR	\$ 97.31	\$ -
Truck Driver Group 2 (Wtr Truck <5,000 Gallons)		HR	\$ 73.92	\$ -
Truck Driver Group 3 (10 CY+ Capacity Trucks)		HR	\$ 73.92	\$ -
SUBTOTAL LABOR				\$ -

MATERIAL/OTHER	Quantity	Unit	Unit Cost	Extension
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
SUBTOTAL MATERIAL/OTHER				\$ -

SPECIAL SERVICES	Quantity	Unit	Unit Cost	Extension
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
SUBTOTAL SPECIAL SERVICES				\$ -

SUBCONTRACTOR	Quantity	Unit	Unit Cost	Extension
McDermott Fence	1	LS	\$ 24,689.00	\$ 24,689.00
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
SUBTOTAL SUBCONTRACTOR				\$ 24,689.00

SUMMARY				
CATEGORY	COST	MARKUP %	MARKUP \$	SUBTOTAL
EQUIPMENT	\$ -	17.00%	\$ -	\$ -
LABOR	\$ -	22.00%	\$ -	\$ -
MATERIAL/OTHER	\$ -	17.00%	\$ -	\$ -
SPECIAL SERVICES	\$ -	17.00%	\$ -	\$ -
SUBCONTRACTOR	\$ 24,689.00	8.00%	\$ 1,975.12	\$ 26,664.12
TOTAL	\$ 24,689.00		\$ 1,975.12	\$ 26,664.12

Additional Bond Premium \$ 26,664.12 \$ -

TOTAL AMOUNT

McDermott Fence & Construction, Inc.
American Fence Co. / Portland Fence Co.

Item 11.

9940 SE Oak St. Portland, Or 97216

Phone: (503) 655-9619 (503) 256-3060 (541) 923-5858 Fax: (503) 256-2821

OR. CCB # 201616 / WA. L & I # MCDERFC865D5 / Fed ID # 46-4151375 / WBE # 5402

PROPOSAL

04/25/22

Attn: Christopher Philipson – MEI Group
Project: SW 5th Street to SW Kinsman Rd. Extension
Installation Address: Wilsonville, OR

Scope of Work: Furnish and install

5th St Bridge: 100' of 4' Tall Black CL-6R Chain Link Fence attached to side of walls on each side of the bridge. Terminal Posts to be 2-7/8 DQ40, Line Posts to be 2-3/8 DQ40, Top Rail to be DQ40 and fabric to be 8-gauge finish with a 2" mesh. Side plates to be attached to structure using allthread epoxied into existing wall.

\$ 13,915.00

Kinsman Bridge: 60' of 4' Tall Black CL-6R Chain Link Fence attached to side of walls on each side of the bridge. Terminal Posts to be 2-7/8 DQ40, Top Rail to be DQ40 and fabric to be 8-gauge finish with a 2" mesh. Side plates to be attached to structure using allthread epoxied into existing wall.

\$ 10,774.00

Price per Scope: \$ 24,689.00

Note: Job bid at BOLI Prevailing wage rates Dated January 2021 as per email sent to McDermott Fence on April 20 2022

Exclusions:

1. All permits, engineering, testing, inspections, signage and traffic control.
2. Removal of spoils, Clearing, grading, grubbing, survey and staking of fence line.
3. Private underground utility repairs and locates, including irrigation systems.
4. Saw cutting, Core drilling, Concrete mow strips, Block outs & Imbeds.
5. Fence grounding and electrical both high and low voltage, conduit runs, wire pulls.
6. Any attachments and / or other materials not covered by (SCOPE) above.
7. Professional Liability Insurance.
8. Washington Sales Tax if applicable will be added to your Invoice.

Proposal good for 10 days.

**Current Insurance: (Auto) 1,000,000 – (Worker Comp) 1,000,000 – (Gen. Liability) Aggregate 3,000,000 / Products and Completed Operations 2,000,000 / Each Occurrence 1,000,000 – (Umbrella) 5,000,000
Installation Floater 250,000 – Job site Accidental Pollution Coverage 1,000,000
Additional Insured Blanket Forms: CG 20 10 04/13 – CG 20 37 04/13
Additional Forms if needed will be invoiced to your project.**

(Notes to Buyer)

1. Truck & equipment access to fence line for material delivery and installation during project.
2. Terms of payment; Net 15 days. (Material on hand payment required on all jobs over \$ 15,000.00 or specialty order items)
3. This proposal is based on normal digging conditions (price subject to change if unforeseen rock and fill material is encountered).
4. Specialty order materials **may** require payment in full or 50% down before shipping (based on Suppliers terms).
5. Contractor / owner shall provide schedule or completion date, and a reasonable amount of time to complete the work.
6. Add 3% for Performance and Payment Bonds.



CITY COUNCIL MINUTES

July 18, 2022 at 7:00 PM

Wilsonville City Hall

CALL TO ORDER

1. Roll Call
2. Pledge of Allegiance

A regular meeting of the Wilsonville City Council was held at the Wilsonville City Hall beginning at 7:00 p.m. on Monday, July 18, 2022. Mayor Fitzgerald called the meeting to order at 7:00 p.m., followed by roll call and the Pledge of Allegiance.

PRESENT

Mayor Julie Fitzgerald
Councilor Charlotte Lehan
Councilor Ben West
Councilor Joann Linville

ABSENT

Council President Kristin Akervall

STAFF PRESENT

Bryan Cosgrove, City Manager
Amanda Guile-Hinman, City Attorney
Jeanna Troha, Assistant City Manager
Zoe Mombert, Assistant to the City Manager
Kimberly Veliz, City Recorder
Bill Evans, Communications & Marketing Manager
Delora Kerber, Public Works Director
Cricket Jones, Finance Operations Supervisor
Dwight Brashear, Transit Director
Chris Neamtzu, Community Development Director

3. Motion to approve the following order of the agenda.

Motion: Moved to approve the following order of the agenda.

Motion made by Councilor West, Seconded by Councilor Linville.

Voting Yea:

Mayor Fitzgerald, Councilor Lehan, Councilor West, Councilor Linville

Vote: Motion carried 4-0.

MAYOR'S BUSINESS

4. Civics Academy Graduation

The Mayor explained the Civics Academy is a program that provides opportunities for Wilsonville residents to learn more in depth about how the City works.

The Mayor thanked the Civics Academy graduates for their participation. Moreover, the graduates were encouraged to continue participating in order to keep Wilsonville a great place to live.

Next, the Assistant to the City Manager, whom oversees this program provided information on the 2022 graduating class of the Wilsonville Civics Academy. It was shared that the Civics Academy was held via Zoom to continue the program during the pandemic. There was a hybrid meeting in April 2022, before moving to in person for the last sessions.

The Civics Academy participants were able to meet with a number of City departments. Moreover, participants had the opportunity to visit the Water and Wastewater Treatment Plant, as well as Tualatin Valley Fire and Rescue. In addition, the 2022 participants had a Zoom meeting with Representatives Courtney Neron to learn about her work at the State Capital. Staff continues to work to schedule a tour for Civics Academy participants at Coffee Creek Correctional Facility.

It was mentioned the Civics Academy had 24 graduates out of the 28 participants. The graduates are as follows:

Alice Galloway	Anali Aaron	Anastasiya Gubina
Antje Graham	Clark Hildum	Daniel Canchola
Doina Brisan (Dee)	Elizabeth Spillman	Jack Armstrong
James Hensel	Jordan Herron	Kathleen Jackson Walker
Linda Moulton	Louis Maki	Maripat Hensel

Mary Closson	Mary Pettenger	Mitchell Cooper
Olivia Williams	Sherry Dye	Siobhan Murphy
Sydney Owen	Synthea Russell	Trae Turner

The Civics Academy graduates were recognized and those present received a personalized street sign. Following the distribution of the signs Councilors and graduates posed for photos.

There was a brief recess for refreshments.

The Mayor reconvened the meeting at 7:19 p.m.

5. Appointment of City Manager Pro Tem

The City Manager explained pursuant to the Wilsonville Charter, Council shall appoint a City Manager Pro Tem when the City Manager is out of the country. The City Manager explained during a portion of his vacation the Assistant City Manager will also be on vacation. Therefore, included in the Council packet is a recommended motion for an appointment of a City Manager Pro Tem.

The Mayor called for a motion.

Motion: Moved to appoint Assistant City Manager Jeanna Troha as City Manager Pro Tem from the period July 19, 2022 through July 23, 2022 and then again, August 1, 2022 through August 14, 2022 and appoint City Attorney Amanda Guile-Hinman as City Manager Pro Tem for the period July 24, 2022 through July 31, 2022.

Motion made by Councilor Linville, Seconded by Councilor West.

Voting Yea:

Mayor Fitzgerald, Councilor Lehan, Councilor West, Councilor Linville

Vote: Motion carried 4-0.

6. Upcoming Meetings

The Mayor announced the following meeting and events:

Parks and Recreation Month

- Reminded in the City Council packet there is a proclamation declaring July as “Parks and Recreation Month.”
- The Mayor explained that in light of the fact that Parks and Recreation Programs improve our lives in so many ways, the U.S. House of Representatives has designated July as Parks and Recreation Month.

- A few of the many benefits that Parks and Recreation programs and facilities offer:
 - Improved health and wellness in children and adults through sports programs, exercise opportunities, and connection to nature.
 - Community building through programs, classes, camps, and events.
 - Increased knowledge of and support for conservation and environmental engagement.
 - To celebrate Parks and Recreation month, the audience was encouraged to get out in the natural environment and enjoy a park with family and friends.

Oregon Department of Transportation (ODOT) Letter on the I-205 Toll Project

- The City is a participating agency in the Toll Study group, and ODOT has made a number of changes to the scope and schedule of the Environmental Assessment process.
- The legislature advanced funding for the initial work on the I-205 project to improve the I-205 Abernathy Bridge over the Willamette River starting summer 2022.
- ODOT indicates that highway toll revenue from the I-205 Toll Project is needed to construct the remaining elements of the I-205 Improvements Project.
- ODOT would be reviewing issues associated with construction of a third lane on I-205 between Stafford Road and OR 213 for a revised Environmental Assessment.
- The City intends to submit comments to ODOT by the August 1, 2022 deadline regarding proposed tolling policies in the Oregon Highway Plan.
- The proposed amendment regarding Tolling pertains to ODOT policies when and if tolling is used to generate revenue for highway improvements or to reduce peak rush-hour traffic volumes.
- The specific issue for Wilsonville pertains to the Charbonneau District that could be impacted by the new policy. ODOT is considering using the I-5 Boone Bridge as a Toll Gantry point for northbound trips.
- It was recalled that ODOT is undertaking engineering design now for the estimated \$500 million I-5 Boone Bridge and Seismic Improvement project that would be paid for by highway toll revenue.
- Charbonneau, which is south of the Boone Bridge, would presumably be impacted by such a tolling policy. When Charbonneau was developed in the 1970s, ODOT allowed I-5 to be used as local access for Charbonneau to Wilsonville.
- The Mayor felt it seemed unfair to penalize Charbonneau residents to pay to use I-5 to access the remainder of Wilsonville when ODOT policies at the time of Charbonneau's development allowed Charbonneau to advance.
- It was mentioned that ODOT had been presenting to local agencies and was in the process of receiving public comment. Audience members were encouraged to provide ODOT with input.

Korean War Armistice Observance Ceremony

- Saturday, July 23, 2022 at 10:00 a.m., the Korean War Veterans of America Oregon Trail Chapter and the Korean War Memorial Foundation of Oregon would host the Korean War Armistice Observance Ceremony.
- Annual event was set of occur at the Oregon Korean War Memorial in Town Center Park. The ceremony is sentimental as all remember and honor those service personnel who gave their lives for a free and democratic Korea, which is now one of the United States' foremost trading partners.

City Council Meeting

- The next City Council meeting scheduled for Monday, August 1, 2022 at 7:00 p.m.

COMMUNICATIONS

7. City of Wilsonville Receipt of the Bronze Walk Friendly Communities Designation

Chris Neamtzu, Community Development Director spoke about Wilsonville’s 2022 designation as “Walk Friendly Community.” The University of North Carolina Highway Safety Research Center manages the program. It was established to encourage cities and towns across the country to develop and support walking environments with an emphasis on safety, mobility, access, and comfort. The program distinguishes communities leading the way in walkability and seeks to share their stories, to inspire other communities to move towards their own innovative solutions.

Staff detailed that Wilsonville is one of 23 cities and towns from across the United States whom have been designated as a “Walk Friendly Community” in 2022. This is the third time; the City of Wilsonville has received this designation. Wilsonville first earned the designation in 2011, and has since been twice designated as a bronze level “Walk Friendly Community.” The designation is valid for a period of five years. Wilsonville was recognized for the work done to prioritize pedestrians and create safe and inviting places to walk.

Council comments followed staff’s present.

CITIZEN INPUT AND COMMUNITY ANNOUNCEMENTS

This is an opportunity for visitors to address the City Council on items not on the agenda. It is also the time to address items that are on the agenda but not scheduled for a public hearing. Staff and the City Council will make every effort to respond to questions raised during citizen input before tonight’s meeting ends or as quickly as possible thereafter. Please limit your comments to three minutes.

Jim Hensel, Wilsonville resident encouraged City Council to become a sponsoring agency for CERT. In addition, a letter from Jim Hensel in support of his testimony had been added to the record.

Council commented on the testimony.

Delora Kerber, Public Works Director, and the Emergency Management Coordinator then recalled City Council Goal 6 and detailed the City’s emergency preparedness plans.

Next, the Mayor read into the record a letter submitted by Wilsonville resident Doris Wehler regarding the status of Frog Pond West Neighborhood Park. The letter and petition were added to the record.

Chris Neamtzu, Community Development Director read aloud staff’s email response to Doris Wehler’s letter and petition. The email response had also been added to the record.

Council discussion ensued.

COUNCILOR COMMENTS, LIAISON REPORTS AND MEETING ANNOUNCEMENTS

8. Council President Akervall – Excused

9. Councilor Lehan

Informed since, the Council last met she attended the meetings of the Willamette Falls and Landings Heritage Area Coalition and the management and operations committee. Councilor Lehan announced she was recently chosen as Vice President of the organization.

10. Councilor West

Shared he had met with Sandy Mayor Stan Pulliam and Estacada Mayor Sean Drinkwine. Councilor West appreciated the opportunity to visit these communities.

11. Councilor Linville

Councilor Linville stated she planned to attend the Clackamas County Coordinating Committee (C4) Metro Subcommittee on July 20, 2022, which the tolling amendment would be part of the discussion. Lastly, Councilor Linville encouraged residents to provide public comment on the issue of tolling.

Council then further discussed the proposed Oregon Highway Plan tolling amendment, the I-205 tolling plan, and its potential impacts to Wilsonville.

CONSENT AGENDA

The City Attorney read the titles of the Consent Agenda items into the record.

12. **Resolution No. 2987**

A Resolution of the City of Wilsonville Authorizing the City Manager to Execute the Tri-County Metropolitan Transportation District of Oregon (TriMet) Subrecipient Agreement

13. Minutes of the June 20, 2022 City Council Meeting.

Motion: Moved to approve the Consent Agenda as read.

Motion made by Councilor Lehan, Seconded by Councilor Linville.

Voting Yea:

Mayor Fitzgerald, Councilor Lehan, Councilor West, Councilor Linville

Vote: Motion carried 4-0.

NEW BUSINESS

The City Attorney read the title of the Resolution No. 2979 into the record.

14. Resolution No. 2979

A Resolution Of The City Council Adopting The Diversity, Equity And Inclusion (DEI) Committee Strategic Plan.

Zoe Mombert, Assistant to the City Manager presented a PowerPoint on the DEI Strategic Plan. The PowerPoint has been added to the record.

Motion: Moved to approve the Resolution No. 2979.

Motion made by Councilor Lehan, Seconded by Councilor West.

Councilors shared their support for Resolution No. 2979.

Voting Yea:

Mayor Fitzgerald, Councilor Lehan, Councilor West, Councilor Linville

Vote: Motion carried 4-0.

CONTINUING BUSINESS

There were none.

PUBLIC HEARING

There were none.

CITY MANAGER'S BUSINESS

The City Manager provided an update on the recruitment of the Arts and Culture Program Coordinator and Behavioral Health position.

Council was then informed staff would push out information on tolling via the City's website, and social media platforms.

Lastly, Council was reminded that they are cordially invited to the Rotary Concert featuring Johnny Limbo and the Lugnuts and a reception prior to the concert at the Park and Recreation building.

LEGAL BUSINESS

There were none.

ADJOURN

The Mayor adjourned the meeting at 8:33 p.m.

Respectfully submitted,

Kimberly Veliz, City Recorder

ATTEST:

Julie Fitzgerald, Mayor



**CITY COUNCIL MEETING
STAFF REPORT**

Meeting Date: August 1, 2022		Subject: Ordinance No. 865	
		Staff Member: Cindy Luxhoj, AICP, Associate Planner	
		Department: Community Development	
Action Required		Advisory Board/Commission Recommendation	
<input checked="" type="checkbox"/> Motion <input checked="" type="checkbox"/> Public Hearing Date: August 1, 2022 <input checked="" type="checkbox"/> Ordinance 1 st Reading Date: August 1, 2022 <input checked="" type="checkbox"/> Ordinance 2 nd Reading Date: August 15, 2022 <input type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda		<input checked="" type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input type="checkbox"/> Not Applicable	
		Comments: During a public hearing on July 25, 2022, Development Review Board (DRB) Panel 'B' reviewed and recommended adoption of the Zone Map Amendment to City Council and approved the associated industrial storage yard on the site.	
Staff Recommendation: Staff recommends Council adopt Ordinance No. 865 on 1 st Reading.			
Recommended Language for Motion: I move to adopt Ordinance No. 865 on 1 st Reading.			
Project / Issue Relates To:			
<input type="checkbox"/> Council Goals/Priorities:	<input type="checkbox"/> Adopted Master Plan(s):	<input checked="" type="checkbox"/> Not Applicable	

ISSUE BEFORE COUNCIL:

Approve, modify, or deny Ordinance No. 865 to rezone approximately 0.55 acre, comprising the Wilsonville Industrial Yard property at 28505 SW Boones Ferry Road, from the Future Development Agricultural – Holding (FDA-H) Zone to the Planned Development Industrial (PDI) Zone.

EXECUTIVE SUMMARY:

The subject property, owned by Davidsons Boones Ferry Industrial LLC, is part of a land use application comprised of Tax Lots 800 and 900 located at 28505 and 28635 SW Boones Ferry Road, respectively. Tax Lot 800, the property subject to the Zone Map Amendment, includes 0.55 acre and is zoned Future Development Agricultural-Holding (FDA-H). The applicant proposes to rezone this tax lot from FDA-H to Planned Development Industrial (PDI). Tax Lot 900 includes 0.79 acre and is already zoned PDI.

In 2021, a manufactured dwelling was removed from Tax Lot 900 by a previous owner with City of Wilsonville approval. In addition, 11 trees were removed from both Tax Lots 800 and 900, and the property was cleared, graded, and covered in gravel without City permits. The previous owner subsequently applied for a retroactive Tree Removal Permit (Case File No. TR21-0002) and replanted trees on both tax lots in accordance with an approved mitigation plan. The current application by Mr. Davidson, the new owner, is intended to bring the property into compliance with applicable City standards for an industrial storage yard within the PDI zone located adjacent to a residential use (Walnut Mobile Home Park), also owned by Mr. Davidson.

The compliance findings for the proposed Zone Map Amendment (Case File No. ZONE22-0001) are included in Exhibit B. As stated in the findings, the proposal is consistent with the Comprehensive Plan and meets all applicable criteria of the Development Code. During a public hearing on July 25, 2022, Development Review Board (DRB) Panel 'B' reviewed and recommended adoption of the Zone Map Amendment to City Council (see Exhibit C) and approved the associated industrial storage yard on the site.

EXPECTED RESULTS:

Adoption of Ordinance No. 865 will rezone approximately 0.55 acre, comprising the subject property at 28505 SW Boones Ferry Road (Tax Lot 800), from the Future Development Agricultural – Holding (FDA-H) Zone to the Planned Development Industrial (PDI) Zone.

TIMELINE:

The Zone Map Amendment will be in effect 30-days after ordinance adoption on 2nd Reading. The 120-day deadline for making a final decision on this land use application is September 30, 2022.

CURRENT YEAR BUDGET IMPACTS:

The applicant paid established application fees for the proposal.

COMMUNITY INVOLVEMENT PROCESS:

Staff sent the required public hearing notices and held the required public hearings. Staff made materials regarding the application readily available to the public.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

The Zone Map Amendment brings the property into compliance with applicable City standards for an industrial yard within the PDI zone located adjacent to a residential use (Walnut Mobile Home Park), and enables future industrial development of the site consistent with the recent

land use approval and Comprehensive Plan. Rezoning provides more opportunity in the city for industrial use and benefits the local economy.

ALTERNATIVES:

The alternatives are to approve or deny the Zone Map Amendment request.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Ordinance No. 865
 - A. Zoning Order ZONE22-0001 Including Legal Description and Sketch Depicting Zone Map Amendment
 - B. Zone Map Amendment Compliance Findings
 - C. Development Review Board Panel 'B' Resolution No. 404 Recommending Approval of Zone Map Amendment
2. Wilsonville Industrial Yard Site Plan

ORDINANCE NO. 865

AN ORDINANCE OF THE CITY OF WILSONVILLE APPROVING A ZONE MAP AMENDMENT FROM THE FUTURE DEVELOPMENT AGRICULTURAL – HOLDING (FDA-H) ZONE TO THE PLANNED DEVELOPMENT INDUSTRIAL (PDI) ZONE ON APPROXIMATELY 0.55 ACRE LOCATED AT 28505 SW BOONES FERRY ROAD; THE LAND IS MORE PARTICULARLY DESCRIBED AS TAX LOT 800, SECTION 14A, TOWNSHIP 3 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, CLACKAMAS COUNTY, OREGON. DAVIDSONS BOONES FERRY INDUSTRIAL LLC, OWNER/APPLICANT.

WHEREAS, Davidsons Boones Ferry Industrial LLC (“Applicant”) has made a development application requesting, among other things, a Zone Map Amendment of the real property (“Property”) within the City of Wilsonville; and

WHEREAS, the development application form has been signed by William “Gregg” Davidson, owner of the Property legally described and shown in Exhibit A, attached hereto and incorporated by reference herein; and

WHEREAS, the City of Wilsonville desires to have the Property zoned consistent with the Wilsonville Comprehensive Plan Map designation of “Industrial”; and

WHEREAS, the City of Wilsonville Planning Staff analyzed the Zone Map Amendment request and prepared a staff report for the Development Review Board Panel ‘B’ on July 18, 2022, finding that the application met the requirements for a Zone Map Amendment and recommending approval of the Zone Map Amendment; and

WHEREAS, Development Review Board Panel ‘B’ held a public hearing on the application for a Zone Map Amendment, among other requests, on July 25, 2022, and after taking public testimony and giving full consideration to the matter, adopted Resolution No. 404, attached hereto and incorporated by reference herein as Exhibit C, which recommends City Council approval of the Zone Map Amendment request (Case File No. ZONE22-0001; see DB22-0001) and adopts the staff report with findings and recommendation, all as placed on the record at the hearing; and

WHEREAS, on August 1, 2022, the Wilsonville City Council held a public hearing regarding the above described matter, wherein the City Council considered the full public record made before the Development Review Board Panel ‘B’, including the Development Review Board Panel ‘B’ and City Council staff reports; took public testimony; and, upon deliberation, concluded that

the proposed Zone Map Amendment meets the applicable approval criteria under the City of Wilsonville Development Code;

NOW, THEREFORE, THE CITY OF WILSONVILLE ORDAINS AS FOLLOWS:

Section 1. The City Council adopts, as findings and conclusions, the foregoing Recitals and the Zone Map Amendment findings in Exhibits B, as if fully set forth herein.

Section 2. The official City of Wilsonville Zone Map is hereby amended by Zoning Order ZONE22-0001, attached hereto as Exhibit A, from the Future Development Agricultural – Holding Zone to the Planned Development Industrial (PDI) Zone.

Section 3. Effective Date. This Ordinance shall be declared to be in full force and effect thirty (30) days from the date of final passage and approval.

SUBMITTED by the Wilsonville City Council at a regular meeting thereof this 1st day of August, 2022, and scheduled the second reading on the 15th day of August, 2022 commencing at the hour of 7:00 p.m. at the Wilsonville City Hall, 29799 SW Town Center Loop East, Wilsonville, Oregon.

Kimberly Veliz, City Recorder

ENACTED by the City Council on the ____ day of ____, 2022, by the following votes:

Yes: _____ No: _____

Kimberly Veliz, City Recorder

DATED and signed by the Mayor this _____ day of ____, 2022

JULIE FITZGERALD MAYOR

SUMMARY OF VOTES:

Mayor Fitzgerald

Council President Akervall

Councilor Lehan

Councilor West

Councilor Linville

EXHIBITS:

- A. Ordinance No. 865 Exhibit A – Zoning Order ZONE22-0001 Including Legal Description and Sketch Depicting Zone Map Amendment
- B. Ordinance No. 865 Exhibit B – Compliance Findings
- C. Ordinance No. 865 Exhibit C – DRB Resolution No. 404 Recommending Approval of Zone Map Amendment

**BEFORE THE CITY COUNCIL OF
THE CITY OF WILSONVILLE,
OREGON**

In the Matter of the Application of)
Davidsons Boones Ferry Industrial LLC)
for a Rezoning of Land and Amendment) **ZONING ORDER ZONE22-0001**
of the City of Wilsonville Zoning Map)
Incorporated in Section 4.102 of the)
Wilsonville Code.)

The above-entitled matter is before the Council to consider the application of ZONE22-0001, for a Zone Map Amendment and an Order, amending the official Zoning Map as incorporated in Section 4.102 of the Wilsonville Code.

The Council finds that the subject property (“Property”), legally described and shown on the attached legal description and sketch, has heretofore appeared on the City of Wilsonville zoning map as Future Development Agricultural – Holding (FDA-H).

The Council having heard and considered all matters relevant to the application for a Zone Map Amendment, including the Development Review Board record and recommendation, finds that the application should be approved.

THEREFORE IT IS HEREBY ORDERED that The Property, consisting of approximately 0.55 acre located at 28505 SW Boones Ferry Road comprising Tax Lot 800 of Section 14A, as more particularly shown and described in the attached legal description and sketch, is hereby rezoned to Planned Development Industrial (PDI), subject to conditions detailed in this Order’s adopting Ordinance. The foregoing rezoning is hereby declared an amendment to the Wilsonville Zoning Map (Section 4.102 WC) and shall appear as such from and after entry of this Order.

Dated: This 15th day of August, 2022.

JULIE FITZGERALD, MAYOR

APPROVED AS TO FORM:

Amanda Guile-Hinman, City Attorney

ATTEST:

Kimberly Veliz, City Recorder

Attachment: Legal Description and Sketch Depicting Land/Territory to be Rezoned



1815 NW 169th Place, Suite 2090
Beaverton, OR 97006
Telephone: 503-848-2127

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JANUARY 15, 2002
CLINTON H. STUBBS JR.
55469LS

RENEWS: 06/30/22

Item 13.

Exhibit A

SW Boones Ferry Road

(Zone Boundary Change)

May 6, 2022

NWS Project Number 2354

A tract of land being that property conveyed to Davidsons Boones Ferry Industrial, LLC by a deed recorded on September 17, 2021, as Documents Number 2021-085059, Clackamas County Deed Records (Tax Lot 800 Map 3-1W-14A), also being a portion of Lot 9 of "Boberg", located in the northeast one-quarter of Section 14, Township 3 South, Range 1 West, Willamette Meridian, City of Wilsonville, Clackamas County, Oregon, and being more particularly described as follows:

Commencing at the southeast corner of Parcel 2 of Partition Plat No. 2020-034, said point being marked by a 5/8 inch iron rod with a yellow plastic cap stamped "Foster LS 1934", and being on the westerly right-of-way line of SW Boones Ferry Road (25.00 feet westerly from the centerline thereof, when measured at right angles); Thence along the westerly right-of-way line of said SW Boones Ferry Road, South 00°00'40" East 329.74 feet to the northeast corner of that property described in said Document Number 2021-085059, and the Point of Beginning;

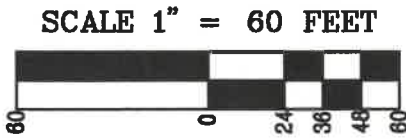
Thence continuing along said westerly right-of-way line of SW Boones Ferry Road, South 00°00'40" East 75.34 feet to the northeast corner of that property conveyed to Davidsons Boones Ferry Industrial, LLC by a deed recorded on September 17, 2021, as Documents Number 2021-085079, Clackamas County Deed Records (Tax Lot 900 Map 3-1W-14A); Thence along the north line of said Tax Lot 900, South 89°30'45" West 314.93 feet to the northwest corner thereof, said point also being located on the easterly line of Parcel II of that property conveyed to Walnut Mobile Home Park, LLC by a deed recorded on May 2, 2013, as Document Number 2013-030203; Thence along the easterly line of said Parcel II, North 00°00'15" West 75.34 feet to a point located on the southerly line of Parcel I of said Document Number 2013-030203; Thence along the southerly line of said Parcel I, North 89°30'45" East 314.92 feet to the Point of Beginning.

The above described tract contains 0.545 acres, more or less.

The basis of bearings for this description is Survey Number 24055, Clackamas County Survey Records.

EXHIBIT B

LOCATED IN THE NE 1/4 OF SECTION 14,
TOWNSHIP 3 SOUTH, RANGE 1 WEST, W.M.,
CITY OF WILSONVILLE,
CLACKAMAS COUNTY, OREGON
DATE: MAY 6, 2022



PARCEL 2
PARTITION PLAT NO. 2020-034

TAX LOT 600
MAP 3-1W-14A

POINT OF COMMENCEMENT

PARCEL 1
DOC NO. 2013-030203

POINT OF BEGINNING

S00°00'40"E
329.74'

25' 25'

N00°00'15"W 75.34'

DOC NO.
2021-085059

N89°30'45"E 314.92'

TAX LOT 800
MAP 3-1W-14A

**ZONE CHANGE
BOUNDARY**

**ZONE CHANGE AREA
23,725 SQUARE FEET**

S00°00'40"E 75.34'

S89°30'45"W 314.93'

SW BOONES FERRY ROAD
(FRONTAGE ROAD)

INTERSTATE HIGHWAY 5

25' 25'

TAX LOT 700 MAP 3-1W-14A
PARCEL II
DOC NO. 2013-030203

TAX LOT 900
MAP 3-1W-14A

DOC NO. 2021-085079

RIGHT-OF-WAY CENTERLINE

RIGHT-OF-WAY LINE

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JANUARY 15, 2002
CLINTON H. STUBBS JR.
55469LS

RENEWS: 06/30/22

PREPARED FOR:

DAVIDSONS CONSOLIDATED
8915 SW COMMERCIAL #38
TIGARD, OR 97223

JOB NAME:	DAVIDSONS
JOB NUMBER:	2354
DRAWING NUMBER:	2354 ZONING
DRAWN BY:	BJA
CHECKED BY:	CHS

**NORTHWEST
SURVEYING, Inc.**

1815 NW 169th PLACE,
SUITE 2090
BEAVERTON, OR 97006
PHONE: 503-848-2127
FAX: 503-848-2179
nwsurveying@nwsrvy.com



Ordinance No. 865 Exhibit B
Zone Map Amendment Findings

Wilsonville Industrial Yard

City Council
Quasi-Judicial Public Hearing

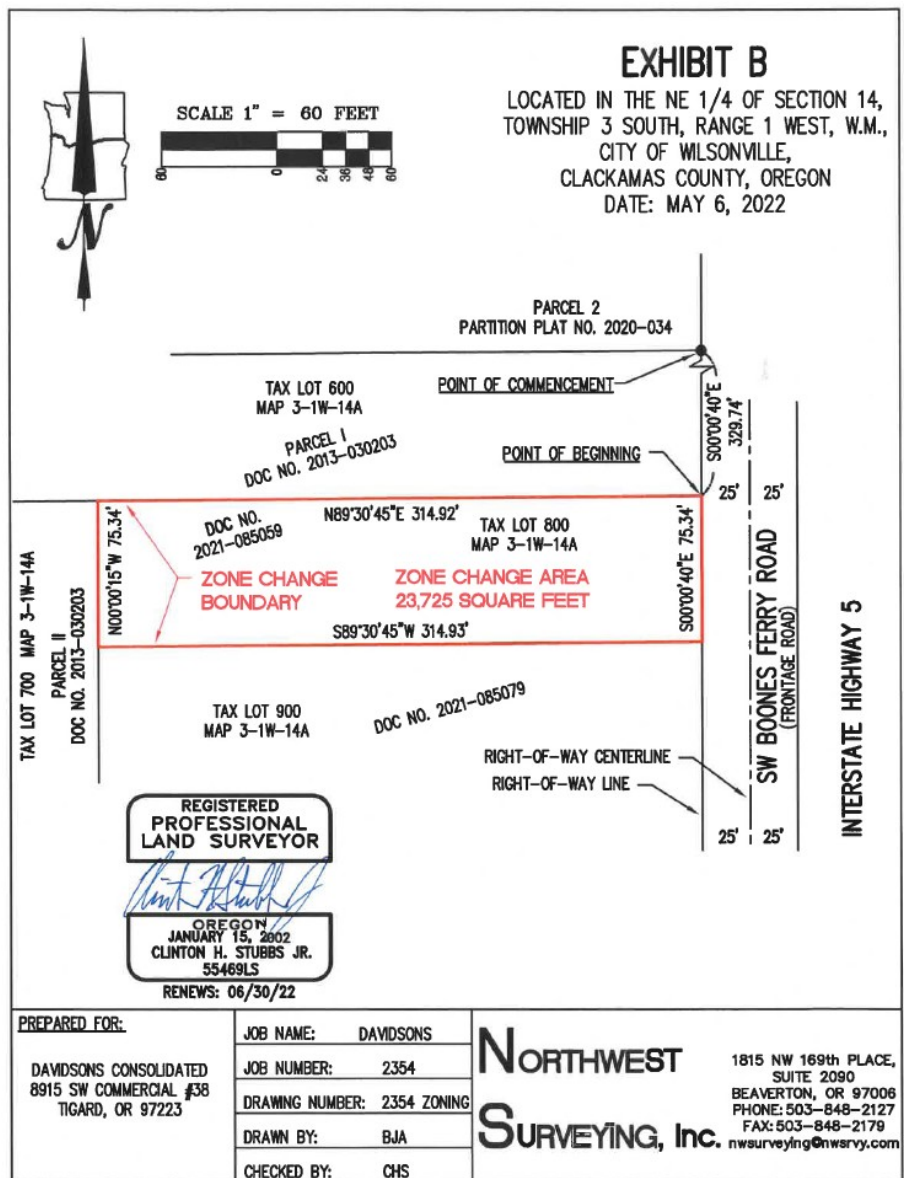
Hearing Date:	August 1, 2022
Date of Report:	July 18, 2022

Application No.:	ZONE22-0001 Zone Map Amendment
Request:	The request before the City Council is a Zone Map Amendment for approximately 0.55 acre.
Location:	28505 SW Boones Ferry Road. The property is specifically known as Tax Lot 800, Section 14A, Township 3 South, Range 1 West, Willamette Meridian, City of Wilsonville, Clackamas County, Oregon
Owner/Applicant:	Davidsons Boones Ferry Industrial LLC (Contact: William “Gregg” Davidson)
Applicant’s Rep.:	AAI Engineering (Contact: Beth Zauner)
Comprehensive Plan Designation:	Industrial
Zone Map Classification (Current):	Future Development Agricultural – Holding (FDA-H)
Zone Map Classification (Proposed):	Planned Development Industrial (PDI)
Staff Reviewer:	Cindy Luxhoj AICP, Associate Planner
Staff/DRB Recommendation:	<u>Adopt</u> the requested Zone Map Amendment.

Applicable Review Criteria:

Development Code:	
Section 4.110	Zones
Section 4.135	Planned Development Industrial (PDI) Zone
Section 4.197	Zone Changes
Other Planning Documents	
Wilsonville Comprehensive Plan	

Vicinity Map



Summary:

Zone Map Amendment (ZONE22-0001)

The subject property, owned by Davidsons Boones Ferry Industrial LLC, is part of a land use application comprised of Tax Lots 800 and 900 located at 28505 and 28635 SW Boones Ferry Road, respectively. Tax Lot 800, the property subject to the Zone Map Amendment, includes 0.55 acre and is zoned Future Development Agricultural-Holding (FDA-H). The applicant proposes to rezone this tax lot from FDA-H to Planned Development Industrial (PDI) consistent with the Comprehensive Plan designation of Industrial. Tax Lot 900 includes 0.79 acre and is already zoned PDI.

Conclusion and Conditions of Approval:

Staff and the Development Review Board recommend approval with the following condition:

Request: ZONE22-0001 Zone Map Amendment (DB22-0001)

This action recommends to the City Council adoption of the Zone Map Amendment for the subject properties. The Stage 1 Preliminary Plan (STG122-0001), Stage 2 Final Plan (STAG222-0001), and Site Design Review (SDR22-0001) are contingent on City Council action on the Zone Map Amendment (ZONE22-0001) request.	
PDA 1.	General: The proposed project shall be carefully designed to promote continuity in design with other development in Comprehensive Plan Area of Special Concern E (Area E) and sufficiently buffered to minimize disturbance for residents of the Walnut Mobile Home Park immediately north and west of the subject property. See Findings A1 through A4.
PDA 2.	General: The proposed project shall be designed to minimize traffic (truck) conflicts with residential activities, including pedestrians. See Finding A4.

Findings:

NOTE: Pursuant to Section 4.014 the burden of proving that the necessary findings of fact can be made for approval of any land use or development application rests with the applicant in the case.

General Information

Application Procedures-In General Section 4.008

The City's processing of the application is in accordance with the applicable general procedures of this Section.

Initiating Application Section 4.009

The owners of all property included in the application signed the application forms.

Request: ZONE22-0001 Zone Map Amendment (DB22-0001)

As described in the Findings below, the request meets the applicable criteria or will by Conditions of Approval.

Comprehensive Plan

Areas of Special Concern-Area E-Summary and Special Considerations

A1. The subject property (Tax Lot 800) is located in Comprehensive Plan Area of Special Concern E (Area E), an area planned for industrial use bounded by SW Boeckman Road (north), SW Barber Street (south), SW Boones Ferry Road (east), and railroad tracks (west). As stated in the Comprehensive Plan, primary concerns for Area E relate to protection of the Walnut Mobile Home Park; specifically that "the life of the park can be prolonged through careful design considerations of surrounding development and doing so will help retain one of the City's affordable housing opportunities". The subject property shares its north and west boundaries with the mobile home park and, therefore, is subject to the specific design considerations of Area E. This requirement is or will be satisfied by Condition of Approval PDA 1.

Areas of Special Concern-Area E-Consolidation of Smaller Lots Design Objective 1

A2. The applicant proposes to develop two smaller lots (Tax Lots 800 and 900) as one consolidated Stage 1 Preliminary Plan consistent with this Design Objective.

Areas of Special Concern-Area E-Buffers to Mobile Home Park
Design Objective 2

- A3.** A condition of approval for the Zone Map Amendment is that the proposed project be carefully designed to promote continuity in design with other development in Area E and that adequate buffering be included in the site design to minimize disturbance for residents of the Walnut Mobile Home Park immediately north, west, and southwest of the subject property. This requirement is or will be satisfied by Condition of Approval PDA 1 (see Finding A1).

Areas of Special Concern-Area E-Minimize Traffic (Truck) Conflicts
Design Objective 3

- A4.** The applicant proposes one (1) driveway entrance on SW Boones Ferry Road, the centerline of which would be located within roughly 40 feet of the north property line shared with the adjacent Walnut Mobile Home Park. It is anticipated that there will be truck traffic associated with use of the site, an industrial storage yard for a range of possible businesses such as a construction company, agricultural services, property maintenance, or logistics, which include parking and storage of commercial vehicles and equipment. This use is expected to generate about 20 daily trips some of which are expected to be trucks and contractor fleet vehicles. To comply with this Design Objective, the proposed development must be designed to minimize truck traffic conflicts with residential activities, including pedestrians. This requirement is or will be satisfied by Condition of Approval PDA 2.

Development Code

Zoning Consistent with Comprehensive Plan
Section 4.029

- A5.** Concurrently with a Stage 1 Preliminary Plan for Tax Lots 800 and 900, the applicant is applying for a zone change from FDA-H to PDI for the north part of the site (Tax Lot 800) comprising 0.55 acre. This change is consistent with the Comprehensive Plan designation of Industrial. As discussed above, the subject property is located in Area E in the Comprehensive Plan, which requires special consideration to design of development surrounding the Walnut Mobile Home Park, adequate buffering, and reduced truck traffic conflicts with residential activities. This requirement is or will be satisfied by Conditions of Approval PDA1 and PDA2.

Base Zones
Subsection 4.110 (.01)

- A6.** The requested zoning designation of PDI is among the base zones identified in this subsection.

Standards for Planned Development Industrial Zone

Purpose of PDI

Subsection 4.135 (.01)

- A7.** The zoning will allow a variety of industrial operations and associated uses such as those proposed by the applicant consistent with the purpose stated in this subsection.

Uses Typically Permitted

Section 4.135 (.03)

- A8.** The applicant proposes to use the property as an industrial storage yard for a range of possible businesses such as a construction company, agricultural services, property maintenance, or logistics, which include parking and storage of commercial vehicles and equipment. This type of use could be considered “industrial services”, which is a permitted use in the PDI zone per Subsection 4.135 (.03) N. provided the use complies with all industrial performance standards, standards for outdoor storage, etc., of the zone.

Zone Change Procedures

Subsection 4.197 (.02) B. and C. 1.

- A9.** The request for a Zone Map Amendment has been submitted as set forth in the applicable code sections including Section 4.008, Subsection 4.197 (.02) B. and C. and Section 4.140.

Conformance with Comprehensive Plan Map, etc.

Subsection 4.197 (.02) C. 2.

- A10.** The proposed Zone Map Amendment is consistent with the Comprehensive Map designation of Industrial with consideration given to Design Objectives for Area E in the Comprehensive Plan (see Findings A1 through A4 and Conditions of Approval PDA1 and PDA2).

Public Facility Concurrency

Subsection 4.197 (.02) C. 4. and C. 8.

- A11.** Based on existing nearby utilities and utility master plans, and the Transportation System Plan, necessary facilities are or can be made available for development of the subject property consistent with the proposed zoning.

Impact on Significant Resource Overlay Zone (SROZ) Areas

Subsection 4.197 (.02) C. 5.

- A12.** No SROZ areas or identified natural or geologic hazards are located within the area to be rezoned.

Development within 2 Years

Subsection 4.197 (.02) C. 6.

- A13.** The applicant’s Code response narrative states a commitment to begin construction within two (2) years of approval of the Zone Map Amendment. In the scenario where the applicant

or their successors do not start development within 2 years, thus allowing related land use approvals to expire, the zone change shall remain in effect.

Development Standards and Conditions of Approval

Subsection 4.197 (.02) C. 7.

A14. As can be found in the findings for the accompanying requests, the applicable development standards will be met either as proposed or as a condition of approval.

**DEVELOPMENT REVIEW BOARD
RESOLUTION NO. 404**

A RESOLUTION ADOPTING FINDINGS RECOMMENDING APPROVAL TO CITY COUNCIL OF A ZONE MAP AMENDMENT FROM FUTURE DEVELOPMENT AGRICULTURAL-HOLDING (FDA-H) TO PLANNED DEVELOPMENT INDUSTRIAL (PDI) FOR 0.55 ACRE (TAX LOT 800), AND ADOPTING FINDINGS AND CONDITIONS APPROVING A STAGE I MASTER PLAN, STAGE II FINAL PLAN, AND SITE DESIGN REVIEW FOR A 54,664-SQUARE-FOOT INDUSTRIAL YARD. THE SUBJECT SITE IS LOCATED AT 28505 AND 28635 SW BOONES FERRY ROAD ON TAX LOTS 800 AND 900, SECTION 14A, TOWNSHIP 3 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, CLACKAMAS COUNTY, OREGON. BETH ZAUNER, AAI ENGINEERING – REPRESENTATIVE FOR DAVIDSONS BOONES FERRY INDUSTRIAL LLC – OWNER/APPLICANT.

WHEREAS, an application, together with planning exhibits for the above-captioned development, has been submitted in accordance with the procedures set forth in Section 4.008 of the Wilsonville Code, and

WHEREAS, the Planning Staff has prepared the staff report on the above-captioned subject dated July 18, 2022, and

WHEREAS, said planning exhibits and staff report were duly considered by the Development Review Board Panel B at a scheduled meeting conducted on July 25, 2022, at which time exhibits, together with findings and public testimony were entered into the public record, and

WHEREAS, the Development Review Board considered the subject and the recommendations contained in the staff report, and

WHEREAS, interested parties, if any, have had an opportunity to be heard on the subject.

NOW, THEREFORE, BE IT RESOLVED that the Development Review Board of the City of Wilsonville does hereby adopt the staff report dated July 18, 2022, attached hereto as Exhibit A1, with findings and recommendations contained therein, and authorizes the Planning Director to issue permits consistent with said recommendations, subject to City Council approval of the Zone Map Amendment Request (Case File No. ZONE22-0001) for:

DB22-0001: Stage 1 Preliminary Plan (STG122-0001), Stage 2 Final Plan (STG222-0001), and Site Design Review (SDR22-0001).

ADOPTED by the Development Review Board of the City of Wilsonville at a regular meeting thereof this 25th day of July, 2022, and filed with the Planning Administrative Assistant on July 26, 2022. This resolution is final on the 15th calendar day after the postmarked date of the written notice of decision per WC Sec 4.022(.09) unless appealed per WC Sec 4.022(.02) or called up for review by the Council in accordance with WC Sec 4.022(.03).

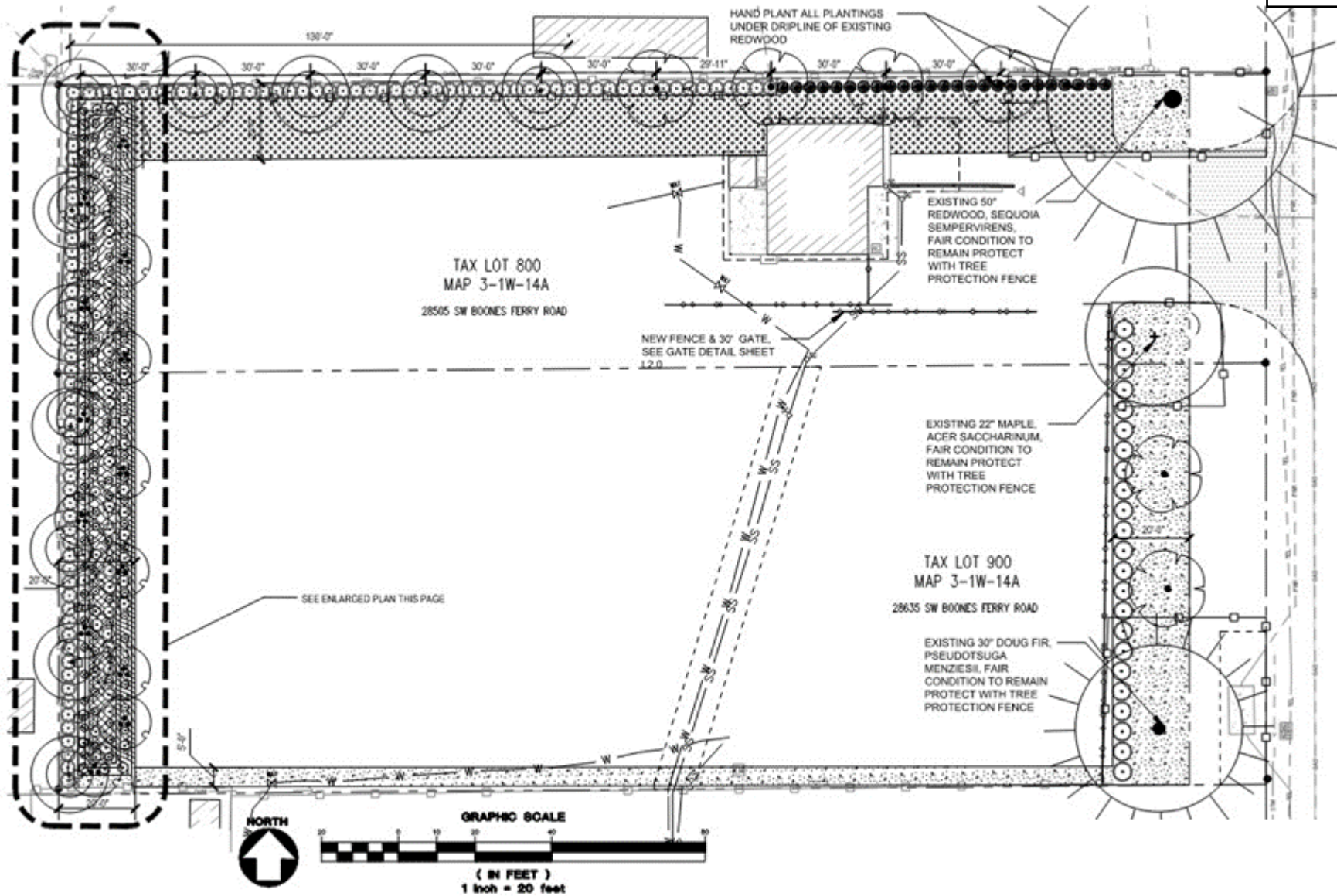
Nicole Hendrix

Nicole Hendrix, Chair - Panel B
Wilsonville Development Review Board

Attest:

Shelley White

Shelley White, Planning Administrative Assistant



WILSONVILLE
CITY COUNCIL
GOALS 2021-2023
WORK PLAN



REVISED – AUGUST 2022

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Goal 1: Increase Mobility for all in Wilsonville

Strategy 1.1 Advocate at the federal, state and regional level to complete the Boone Bridge replacement.

Project Description: Lobby key regional, state and federal leaders and agencies to raise awareness and for funding; communicate advancements with the community and provide council updates as needed.

Project Lead: Mark Ottenad / Bill Evans

Project Timeline:

Jan – Mar 2021:

- Acting in advance of City-sponsored legislation, the Oregon Transportation Commission reallocates \$3.7 million of 2020-23 STIF funds in March 2021 to advance next phase on engineering design for I-5 Boone Bridge and Seismic Improvement Project. Complete study to provide required NEPA analysis and projected final cost.

Apr – Jun 2021:

- Legislature names in HB 3055/SB 5006 of June 2021 the I-5 Boone Bridge and Seismic Improvement Project as a priority ODOT project on par with I-205/Abernathy Bridge, I-5/I-84 Rose Quarter and Highway 217 highway improvement projects with access to a potential \$30 million/year of bonded funding authorized over a six-year period.

FY2021-22

July – Sept 2021:

- ODOT has proposed in July 2021 for the 2024-27 STIP to advance a \$9-11 million highway modernization project that is component of the I-5 Boone Bridge Seismic Improvement Project: to build a limited-segment northbound auxiliary lane from the Wilsonville-Hubbard Cutoff Highway 551 on-ramp to the Miley Road / Charbonneau on-ramp to I-5.
- City staff meet with Congressional staff in August 2021 to discuss surface transportation issues and prospective funding for transportation infrastructure.
- Schedule ODOT staff to appear in Sept 2021 before City Council to present on transportation issues. including proposed tolling and developments south of Wilsonville.

Previous Updates:

Nov. 2021 - Compose articles for publication in The Boones Ferry Messenger updating community on various aspects of ODOT transportation improvements in South Metro I-5 Corridor.

Feb. 2022 - Compose articles for publication in The Boones Ferry Messenger updating community on various aspects of ODOT transportation improvements in South Metro I-5 Corridor. Metro advances Metropolitan Transportation Improvement Plan (MTIP) amendment to Joint Policy Advisory Committee on Transportation (JPACT) to advance I-5/Boone Bridge and Seismic Improvement Project.

April 2022 - On January 20, 2022, the Joint Policy Advisory Committee on Transportation (JPACT) approved Resolution No. 21-5215, For the Purpose of Amending the FY 2021-22 Unified Planning Work Program (UPWP) to Amend the Funding and Add Detail to the Existing I-5 Boone Bridge Planning Project.

Mayor Fitzgerald provided testimony to the Oregon Transportation Commission and JPACT multiple times in January and February 2022.

On February 23, 2022, City staff met with ODOT staff to discuss elements of the I-5 Boone Bridge and Seismic Improvement Project, including Metro Council concerns.

On March 3, 2022, the Metro Council adopted Resolution No. 21-5215, which has the effect of providing \$200,000 to advance the NEPA study phase of the I-5 Boone Bridge and Seismic Improvement Project. Metro Councilors express concerns regarding the proposed I-5 Boone Bridge auxiliary lane as a system-wide highway capacity addition.

Quarterly Update: In Progress

July 2022 - City staff worked with reporter Corey Buchanan of Portland Tribune/Wilsonville Spokesman to publicize Metro Council's advancing of the I-5 Boone Bridge and Seismic Improvement project with a June 10 article entitled, "ODOT may need to satisfy Metro concerns before new Boone Bridge is built."

Mayor Fitzgerald and staff hosted Metro District 3 Councilor Gerritt Rosenthal on a June 20 tour of Wilsonville with a focus on land-use and transportation issues, including I-5/Boone Bridge bottleneck, UGB/Urban Reserve expansion areas, and State-backed Aurora State Airport urbanization expansion in exclusive farm use (EFU) land.

Strategy 1.2 Pursue a legislative strategy to support aligning the SMART service boundaries with the City limits.

Project Description: *Work with Metro, FHWA, FTA, TriMet, Counties and other parties to elevate SMART to have a seat at the JPACT table and use leverage in 2026 when the WES agreement expires.*

Project Lead: *Mark Ottenad, Dwight Brashear*

Project Timeline:

Jan – Mar 2021:

- *Successfully advance City/SMART request for SMART seat on JPACT before FHWA and FTA via Metro MPO TMA review process in Feb 2021 before the Clackamas County Coordinating Committee, seeking letter of support/endorsement.*

Apr – Jun 2021:

- *Joint Policy Advisory Committee on Transportation (JPACT) Chair writes to Clackamas County Coordinating Committee (C4) acknowledging need for better transit coordination, and intends to convene meetings in summer or fall 2021.*

FY2021-22

July – Sept 2021:

- *City/SMART follow-up with JPACT Chair and Metro staff for convening of meetings.*
- *City/SMART write letter of welcome to new TriMet General Manager (GM) and request a meeting.*

Previous Updates:

Nov. 2021 - City/SMART staff follow-up with C4 and Metro JPACT regarding proposed mediation. City/SMART staff follow-up with TriMet on meeting request with GM. Mayor meets with Metro Councilors to discuss various issues, including transit service boundary.

Feb. 2022 - City/SMART staff follow-up with C4 and Metro JPACT regarding proposed mediation. City/SMART staff met with TriMet GM.

April 2022 - City staff followed up with TriMet GM after the meeting by relaying the draft term sheet presented previously in October 2021. Subsequently in February, Dwight Brashear confirmed that TriMet legal department was reviewing the draft term sheet.

Quarterly Update: In Progress

July 2022 - City received an email from TriMet on May 26 indicating that the proposed Term Sheet is still under review.

Mayor Fitzgerald and staff hosted Metro District 3 Councilor Gerritt Rosenthal on a June 20 tour of Wilsonville with a focus on land-use and transportation issues, including proposed SMART seat on JPACT and TriMet/SMART service-territory boundary.

Strategy 1.3 Work with ODOT to incorporate the French Prairie Bridge crossing into the Boone Bridge project.

Project Description: *Work with ODOT to confirm the French Prairie Bridge as the alternative transportation facility for the I-5 Boone Bridge and Seismic Improvement Project and in the Regional Mobility Pricing Project / Comprehensive Congestion Management and Mobility Plan.*

Project Lead: *Mark Ottenad, Zach Weigel*

Project Timeline:

Jan – Mar 2021:

- *The City submitted letters in March 2021 to Oregon Transportation Committee and Legislature advocating for named inclusion of the French Prairie Bridge.*

Apr – Jun 2021

- *The City submitted letters in May 2021 to Legislative leadership advocating for named inclusion of the French Prairie Bridge.*

FY2021-22

Jul – Sept 2021

- *Schedule ODOT staff to appear in Sept 2021 before City Council to present on transportation issues, including status of I-5 Boone Bridge project and status of French Prairie Bridge as potential alternative transportation facility.*

Previous Updates:

Nov. 2021- ODOT presented an update on the Boone Bridge project to City Council in September.

Feb. 2022 – No Update.

April 2022 - On February 23, 2022, City staff met with ODOT staff to discuss elements of the I-5 Boone Bridge and Seismic Improvement Project, including the proposed French Prairie Bridge bike/ped alternative transportation facility. ODOT staff appear increasingly amenable to advancing concept of French Prairie Bridge as the I-5 Boone Bridge bike/ped alternative transportation facility.

Quarterly Update: In Progress

July 2022 - Mayor Fitzgerald and staff hosted Metro District 3 Councilor Gerritt Rosenthal on a June 20 tour of Wilsonville with a focus on land-use and transportation issues, including French Prairie 'Bike-Ped-Emergency' Bridge as vital bike/ped crossing of Willamette River in lieu of using I-5 that would connect Portland Metro Ice Age Tonquin Trail with the Willamette Valley Scenic Bike Route via Champoeg State Heritage Area.

Strategy 1.4 Leverage existing City funds to attract outside funding for the I-5 bike and pedestrian bridge.

Project Description: *Work with Metro, ODOT, Counties, Congressional staff and other interested parties to seek complementary funds without overhead that advance project.*

Project Lead: *Mark Ottenad, Zach Weigel*

Project Timeline:

FY2021-22

July - Sept 2021:

- *Bring pedestrian walkway and plaza designs for August 2021 City Council meeting.*

Oct – Dec 2021:

- *Design should be complete in November 2021*

Previous Updates:

Nov. 2021 - Design team presented 60% design to Planning Commission and City Council for feedback in August. Design team is continuing with 90% design, incorporating feedback received to date.

Feb. 2022 - 90% design drawings were submitted in December. Design team is currently reviewing 90% construction drawings and specifications. Metro Intergovernmental Agreement requirements for funding design of the project have been satisfied. Staff continue to assess construction funding opportunities for the project.

April 2022 - 90% design is complete and the project is “construction ready”. Staff continues to set aside Transportation System Development Charges as part of the annual CIP budget to accumulate funds for construction. The unfunded portion of the project is included in the Town Center Infrastructure Funding Plan and Urban Renewal Analysis that is currently underway. Staff continue to assess other available construction funding opportunities for the project.

Quarterly Update: In Progress

July 2022- 90% design is complete and the project is “construction ready”. Staff continues to set aside Transportation System Development Charges as part of the annual CIP budget to accumulate funds for construction. The unfunded portion of the project is included in the Town Center Infrastructure Funding Plan and Urban Renewal Analysis that is currently underway. Staff continue to assess other available construction funding opportunities for the project.

Strategy 1.5 Implement existing transportation plans and advance planning efforts to improve our local transportation network.

Project Description:

Project Lead: *TBD*

Project Timeline:

Quarterly Update:

Goal 2: Support local business recover post-pandemic

Strategy 2.1 Develop programs for business support using ARPA funds.

Project Description: *Identify programs to support business.*

Project Lead: *Chris Neamtzu/ Bryan Cosgrove*

Project Timeline:

Immediate work (business needs), to be complete by the end of 2021.

Work with Chamber of Commerce for Outreach.

Previous Updates:

Nov. 2021- The Executive Team has been engaged in a brainstorming exercise to come up with various project ideas and evaluation criteria. The City Manager and Finance Director are initiating a conversation with the City Council regarding project ideas for eligible expenditures using ARPA funds at the September 20, 2021 City Council meeting.

Feb. 2022 – City Council agreed to add resources for the new Economic Development Manager after he does an analysis of what might be needed for additional business support.

April 2022 - At this time, Staff has not identified a need for ARPA funds to support economic development through small business assistance, grants, or otherwise, and is awaiting further direction from Council on the issue. Another round of small business grants does not appear to be necessary, nor a responsible use of funds.

Possible areas of focus, eligible under ARPA final rules, peripherally related to economic development, include physical infrastructure development, childcare, and affordable housing, and workforce development.

Quarterly Update: On Hold

July 2022 – No Update

Strategy 2.2 Convene the Chamber of Commerce and Small Business Development Center (SBDC) to assess local business needs and available resources.

Project Description: *See Strategy 2.1 above.*

Project Lead: *Chris Neamtzu/ Matt Lorenzen*

Project Timeline:

Immediate work (business needs), to be complete by the end of 2021.

Work with Chamber of Commerce for Outreach.

Quarterly Update: In Progress

Feb. 2022 - New Economic Development Manager (EDM), Matt Lorenzen, has held initial meeting with Chamber CEO and has established relationship with Clackamas SBDC Director, Rob Campbell. If additional small business support is desired by Council, beyond a potential ARPA-funded project (see Strategy 2.1), EDM will execute, as desired.

Until such time, EDM is coordinating with Sherwood, Tigard, and Forest Grove to hold bimonthly (every other month) small business webinars/workshops (<https://bit.ly/sml-biz-wbnr>). EDM is working to establish a newsletter to Wilsonville business community to elevate and promote these webinars. In the interim, City communication channels will be utilized—website, social media, etc.

April 2022 - EDM has launched a small-business newsletter that aims to deliver relevant economic data and news as well as free or inexpensive training opportunities for small business operators.

We continue our partnership with other Westside small cities to organize and hold bimonthly small business webinars/workshops. The intent is to continue this webinar/workshop series indefinitely, as long as it remains relevant and well-received by attendees.

At this time EDM has not engaged the Chamber directly in order to assess local business needs.

Quarterly Update: In Progress

July 2022 - No Update. The newsletter and small business workshops/webinars with partner cities continue.

Goal 3: Expand home ownership for lower income levels and first-time home buyers

***Strategy 3.1** Continue implementation of the City's Equitable Strategic Housing Plan (ESHP) and explore funding options including Construction Excise Tax (CET), Vertical Housing Development Zone (VHDZ), etc.*

Project Description: *This project explores implementation of several EHSP actions and recommendations, including those on the Actions Requiring Further Exploration list. This includes work already underway to implement Vertical Housing Development Zones (VHDZ) as a means to incentivize mixed-use development in Villebois Village Center and Town Center (part of Action 1D). The City has contracted with ECONorthwest to assist with this work. Additional work on EHSP implementation will require City Council direction to determine if the City desires to implement CET to serve as a funding source for future activities in support of affordable housing, as well as which aspects of Action 1E (Facilitate Connections to Partners and Housing Resources through City Liaison) are of highest priority to Council. Direction on these items will allow for future implementation of items on the Actions Requiring Further Exploration list.*

Project Lead: *Kim Rybold*

Project Timeline: *Current project scope with ECONorthwest for VHDZ implementation*

Q4 2021 – Discuss commercial criteria and Town Center boundary options with City Council

Q1 2022 – VHDZ adoption

Other activities

Q4 2021 – Council work session to gather input and direction on CET, ESHP Action 1E, and other items from the EHSP Actions Requiring Further Exploration list

2022 – Work to implement additional EHSP actions. Exact timing will depend on Council prioritization of EHSP Actions and funding opportunities.

Previous Updates:

Nov. 2021 - In August, the project team presented a memo to City Council to respond to questions and suggestions raised during a work session in May about potential VHDZ implementation in vertical, mixed-use areas of the City. Based on Council direction to examine criteria options for how to define eligible non-residential spaces as well as possible boundaries in Town Center, the project team

conducted additional research and analysis on these topics during September in preparation for an upcoming Council work session in November.

Feb. 2022- The project team shared site design alternatives with City Council in November and gathered feedback on preferred options and possible development incentives. Based on this input, the team began drafting the RFQ with anticipated release in late Q1 2022.

April 2022- In February, the project team presented draft local criteria related to the definition and design of eligible non-residential spaces to City Council for confirmation that the criteria should be included in the City's VHDZ program. Based on Council's confirmation of the criteria, the project team began the process to adopt a VHDZ program, including notifying affected taxing districts of the proposed program and evaluation of potential displacement impacts as required by state statute. Adoption of a VHDZ program is scheduled for consideration by City Council on May 2.

Quarterly Update: In Progress

July 2022 - In April, the project team finalized the evaluation of potential displacement impacts as required by state statute and prepared a resolution for adoption of the VHDZ program, including local criteria, in portions of Villebois Village Center and Town Center. On May 2, City Council approved Resolution No. 2971 adopting the VHDZ Program. Staff began producing program materials, including application forms and marketing materials, which will be available in early summer.

Strategy 3.2 Explore examples of other programs to support home ownership for low-income residents and first-time homebuyers as part of the Frog Pond East and South Master Plan.

Project Description: *The Frog Pond East and South Master Plan scope includes exploring affordable housing opportunities. This includes, per Council direction, a particular look at affordable home ownership opportunities.*

Project Lead: *Miranda Bateschell/ Dan Pauly*

Project Timeline: *Frog Pond East and South planning must be complete by December 2022.*

Previous Update:

Nov. 2021 - The Frog Pond East and South Master Plan project is under way, including the component dealing with affordable housing and home ownership. EcoNW is the main consultant on this portion of the project. Council will hear more about the housing component of the project in a January work session.

Feb. 2022 – No Update.

April 2022- The Frog Pond East and South project team has completed and shared with City Council an Affordable Housing Analysis that discussed feasibility of programs to support affordable home ownership in the specific context of Frog Pond East and South. Efforts continue to do outreach around

housing to learn more about potential solutions and programs. One recommendation to date is to adopt policies that allow a wide variety of housing in Frog Pond East and South to provide flexibility for different programs over the 10-15 year build out of Frog Pond East and South.

Quarterly Update: In Progress

July 2022 - The Frog Pond East and South project team had a busy Spring with many outreach efforts around housing to learn more about potential solutions and programs regarding affordable home ownership. They held a community workshop, a number of focus groups, and conducted an online survey. The team also prepared land use and urban design alternatives to be discussed in June Planning Commission and City Council Work Sessions. The design alternatives allows for a wide variety of housing in Frog Pond East and South. In the coming months the project team will continue to work with the public, Planning Commission, and City Council, to develop a plan and policies for Frog Pond East and South that enable the type of development that can be supported by home ownership programs.

Strategy 3.3 Develop a concept plan, zoning strategy, public outreach, identify partners, pursue grant funding, and draft development agreement for a transit-oriented development (TOD) project at WES Transit Center site.

Project Description: *This project explores implementation of Equitable Housing Strategic Plan Action 1A to evaluate options for transit-oriented development at the Wilsonville Transit Center. The first phase of this project will conduct a development opportunity study to establish the City's vision for development on this site and identify preferred site design alternatives and funding sources. The City has contracted with Leland Consulting Group to assist with this work. Based on this information, the City and Leland will prepare a developer solicitation (RFQ and RFP). The second phase of this project will occur once a developer is selected and will include a development agreement, project funding, and land use approvals.*

Project Lead: *Kim Rybold/Dwight Brashear*

Project Timeline: *Current project scope with Leland Consulting Group*

Q3 2021 – Goals and Vision discussion with Council

Q4 2021 – Site Design Alternatives and Funding Strategy

Q1 2022 – Release RFQ/RFP for Developer Solicitation

Q2 2022 – Developer Selection

Additional work outside of the current scope (but within the July 2021-April 2023 timeframe) potentially includes development agreement, project funding, and land use approvals. Exact timing of these items will depend on the selected developer and funding opportunity application deadlines.

Previous Updates:

Nov. 2021- During July, the project team began an assessment of opportunities and constraints on the TOD project site, which was shared with City Council at a work session in September. The project team gathered Council’s input on vision, goals, and priorities for future development on the site, which the team will use as a basis to develop site design alternatives that illustrate options for development on this site. The project team will present these site design alternatives to City Council in November.

Feb. 2022 - The project team shared site design alternatives with City Council in November and gathered feedback on preferred options and possible development incentives. Based on this input, the team began drafting the RFQ with anticipated release in late Q1 2022.

April 2022- On March 18, the project team released a request for qualifications (RFQ) to solicit statements of qualifications (SOQs) from interested development teams for the TOD project. On March 31, the project team hosted a TOD site tour for potential developers, social service agencies, and nonprofit organizations, which was well-attended. The published due date for SOQs is April 26, after which the City will select a short list of development teams to respond to a Request for Proposals (RFP), anticipated later this spring.

Quarterly Update: In Progress

July 2022 - This Spring, the City received and reviewed submitted Statements of Qualifications (SOQ) from interested project developers based on the Request for Qualifications (RFQ) document released in March. During June, the City released a Request for Proposals (RFP) to three development teams who will provide more detailed proposals for development at the TOD site, including project design, a development program, pro forma information, and anticipated funding sources. Responses to the RFP are due to the City on July 1.

Goal 4: Attract high quality industry and economic opportunity in Wilsonville

Strategy 4.1 Leverage the Coffee Creek Urban Renewal District with the goal of attracting new industry that pays family-wage jobs in two years.

Project Description: *Attract industry with family-wage jobs to Coffee Creek Urban Renewal District.*

Project Lead: *Chris Neamtzu/ Matt Lorenzen*

Project Timeline:

Once the Economic Development Manager position is filled, tasks will include:

- *Coffee Creek marketing brochure update will include the new road project (infrastructure, zoning regulations and future projects)*

- *Investigate creation of a GIS Story Map to assist with marketing this project.*
- *Share info with City Council when appropriate*
- *Share info with Economic Development groups such as Greater Portland Inc., Small Cities Consortium, brokers and industrial developers.*
- *Identify and investigate tools to assist with land aggregation strategies (i.e. horizontal development agreement)*

Previous Updates:

Nov. 2021 - The Economic Development Manager recruitment is underway.

Feb. 2022- Matt Lorenzen started on December 28, 2021 as the city’s new Economic Development Manager (EDM). EDM is working on marketing collateral concepts, which will be developed into digital and print product, including a brochure and GIS Story Map. EDM is establishing relationships with partners including GPI, brokers, and developers in order to assess and access the marketplace. EDM is researching best practices regarding Horizontal Development Agreements, with the aim of initially meeting with property owners individually, and then convening property owners as a group with a basic deal structure/proposal later in 2022.

Pannatoni Development Company is currently constructing a new 110,366 SF industrial warehouse along SW Clutter Road in the Coffee Creek Industrial Area called the Coffee Creek Logistics Center. This is the first significant investment in the Coffee Creek Urban Renewal Area. The building is planned to have two tenants, and will be comprised of warehouse, distribution and manufacturing uses. Building occupancy will be in spring 2022.

Mildren Design Group has submitted an application for an existing Wilsonville business, Precision Countertops, for a new 84,000 SF showroom, office, warehouse and fabrication space along the east side of Garden Acres Road.

Along the west side of Garden Acres Road, Black Creek Group of Newport Beach, CA is proposing development of a 148,000 SF flex warehouse. This project is scheduled to go to the DRB in early 2022.

April 2022 – After preliminary research and discussion with local brokers, Economic Development Manager (EDM) is skeptical that a so-called Horizontal Development Agreement is the answer. Further investment in critical infrastructure remains priority #1, but the obstacle of disparate land ownership cannot be overstated. The URTF will need to make recommendations aimed at overcoming this obstacle.

Panattoni Development Company building will have two tenants: A-dec, a dental office furniture equipment manufacturer, and Owens and Minor, a local medical supply company. Building occupancy will be in spring 2022.

Mildren Design Group has withdrawn their application for Precision Countertops so that additional work can be done value engineering the project. This project is anticipated to be re-submitted as an administrative review, the first land use application to propose to use the expedited path under the Form Based Code.

Black Creek Group’s proposed project, along the west side of Garden Acres Road, is scheduled to go to the DRB and City Council for land use review in May of 2022. The project team anticipates initiating construction over the summer and into 2023.

Quarterly Update: In Progress

July 2022 - Black Creek Group passed Design Review and has submitted for Building permits. They propose a speculative 148,000 sf warehouse/distribution facility at the north end of Garden Acres Rd., on the west side of the street. The site is just over 8 acres. Proposed tenants are unknown at this time.

New development in the urban renewal area (URA) (Panattoni and Black Creek Group) will be a boon to the tax increment the URA collects annually, and allow the city to initiate more of the infrastructure projects included in the Coffee Creek urban renewal plan.

Strategy 4.2 Advance the existing strategy for recruitment and expansion of the City's industrial areas.

Project Description: *Develop a white paper for the existing strategy (i.e. no commercial uses in industrial zones, clean industry, story over time, etc.)*

Project Lead: *Chris Neamtzu (Mark Ottenad & Leo Consulting to assist)*

Project Timeline: *In writing and in presentation format, tell the story of Wilsonville’s historic and successful industrial lands strategy. Research issues, summarize history, develop a white paper and create a presentation to share with City Council and the community. This is anticipated to be a living document that is updated as time goes on and circumstances change.*

Previous Updates:

Feb. 2022- Staff have begun to assemble materials that will be the outline for the white paper and presentation, and are pulling information to assist with telling the historic story of industrial land development in Wilsonville. Early summer 2022 is tentatively targeted for the Council work session and public presentation on this topic.

April 2022 - Staff have begun to assemble materials that will be the outline for the presentation, and are pulling information to assist with telling the historic story of industrial land development in Wilsonville. Summer 2022 is targeted for the Council work session and public presentation on this topic.

Quarterly Update: In Progress

July 2022 - The 120,000 sf, 2-story “Peyton Business Center” has been vacated by the State of Oregon and is now on market, for lease. Staff is working collaboratively with the brokers representing the building in order to generate and qualify leads. The space is best suited for office use and/or research and development activities. Ceilings have a maximum height of 12 feet and as such the facility is not conducive to many manufacturing operations.

Additionally, staff has begun some early work with more of an out-bound marketing focus. A print collateral piece has been developed and staff will soon launch an e-newsletter that will be distributed to several hundred regional brokers, site selectors, and developers, with a goal of “raising the Wilsonville flag” and generating continual interest in the development of Coffee Creek and other infill opportunities. Staff has also been in contact with public relations staff at Oregon Bio, the state trade association for the bioscience industry, and proposed a meeting to discuss how Wilsonville can partner and use their platform to attract other bioscience companies to complement Twist.

Strategy 4.3 Develop a land aggregation strategy and conduct outreach with property owners to explore long term plans in Basalt and Coffee Creek.

Project Description: Part of Strategy 4.1 above.

Strategy 4.4 Identify and convene key stakeholders for workforce development to understand challenges, gaps and opportunities to support local high-paying jobs for the Wilsonville community.

Project Description: Coordinate businesses outreach to gain a better understanding of specific business workforce needs; organize meetings between businesses and workforce development and educational partners.

Project Lead: Mark Ottenad, Matt Lorenzen

Project Timeline: With new, revamped economic-development program and staff, commence implementation in FY22-23.

Previous Updates:

Project started April 2022- City Public Affairs and Economic Development staff have attended workforce-oriented meetings of the Clackamas Workforce Partnership (CWP) and Washington County Economic Development Dept. Councilor Linville speaking with CWP regarding prospective participation as ex-officio on the CWP Board. Councilor Akervall has attended CWP and Washington County meetings focused on childcare-related issues as they affect workforce availability for employers.

Quarterly Update:

July 2022- On April 18, Mayor Fitzgerald appointed Councilor Linville as the City Council’s

representative to the board of Clackamas Workforce Partnership (CWP), serving in an ex-officio capacity.

On June 15, the City hosted along with Clackamas Community College the “2022 Wilsonville Business Summit” at the College’s Wilsonville campus. Mayor Fitzgerald and CCC President Tim Cook welcomed business managers and discussed workforce issues that employers are facing today, including a shortage of skilled labor and rising costs.

Strategy 4.5 Conduct outreach to help us prioritize infrastructure investments in the industrial area to expedite private investment.

Project Description: *Part of 4.1 – See above*

Goal 5: Align infrastructure plan with sustainable financing sources

Strategy 5.1 Conduct a financial analysis to explore costs and revenue options to fund the City's major infrastructure projects that are currently without identifiable funding.

Project Description: *Staff to gather information and work with a consultant to identify revenue options, available funds, help council prioritize projects and identify funding plan for the next 5 – 10 years.*

Project Lead: *Kris Ammerman, Keith Katko, Delora Kerber, Jeanna Troha*

Project Timeline:

Part 1- Staff to gather information (all projects, all project costs, saved revenue or known revenue sources/ options) and compile by the end of Dec. 2021.

Part 2 – Staff to meet with a consultant to discuss a scope of work (SOW – identify revenue options and funds available, help council prioritize projects and identify funding plan for the next 5 – 10 years)

Part 3 – RFP for the scope of work.

Part 4 – Select a consultant to perform the analysis and help the council to prioritize/ identify funding sources.

Previous Update:

Nov. 2021 - Staff has gathered a list of projects. Staff will work with the consultant to finalize the scope of work

Feb. 2022 - Financial analysis to explore costs of the City's major infrastructure projects is complete. Prioritization, rankings, and potential funding strategies are continuing to be examined before recommendations are presented to City Council. The City continues to work with FCS Group.

April 2022- No update.

Quarterly Update: In Progress

July 2022- No update.

Strategy 5.2 Update the urban renewal strategic plan.

Project Description: *Team meetings to be set with City's urban renewal consultants to move forward investigation of potential geographies where a new Urban Renewal Area could be established. Begin with a clear plan for the sunset of current urban renewal areas (West Side and Year 2000) and look at new URA opportunities for Town Center.*

Project Lead: *Chris Neamtzu/ Keith Katko/ Bryan Cosgrove (Principal)*

Project Timeline: *Expedite - meeting to be set with Elaine Howard and Tiberius Solutions to move forward. The scope will be used to update the timeline.*

Start with sunset of the current area and look at new Urban Renewal Area (URA) for Town Center Project with new Economic Development Manager.

Previous Updates:

Nov. 2021 - A scope of work has been created by the consultant team to update the 2014 Urban Renewal Strategic Plan. The Economic Development Director position has been on the street since the middle of September, 2021. Once the new Economic Development Manager is hired, the new staff person will initiate the process with one of the first steps being to reconstitute the Urban Renewal Advisory Committee.

Feb. 2022 – The Economic Development Manager is working to reconvene the Urban Renewal Task Force (TF), which was active during the development of the Wilsonville Investment Now (WIN) program. Members of the TF include residents, industry/employers, brokers/developers, business advocacy groups, and the affected taxing districts.

Scope of work for a consultant contract has been finalized. Staff is working with Legal to amend an existing consultant contract to include the strategic plan scope of work. First meeting with TF, staff, and consultant penciled for the week of February 14, 2022.

April 2022 -

On March 2, 2022 Economic Development staff and consultants conducted Urban Renewal Task Force (URTF) meeting #1. Council President Akervall is the Chair of the URTF.

The 2nd Task Force meeting was conducted on April 7, where the Task Force went over the Wilsonville Investment Now (WIN) Zone program as well as the Coffee Creek URA.

The 3rd meeting is planned for late May, where discussions will continue on evaluating existing plan areas, a look at the use of UR for affordable housing projects and a look forward at other possible areas where this tool could be used to incent investment. It is anticipated that there will be 5-6 total meetings. Council will review and approve the final plan in Q4 2022.

Quarterly Update: In Progress

July 2022 - The Task Force (TF) met in May and no meeting was held in June, due to scheduling difficulties. The next meeting will be July 13.

At the May meeting, the TF was briefed by Senior Planner, Kimberly Rybold, on the Town Center plan and the critical role urban renewal could play in bridging the funding gap that exists for planned infrastructure prescribed by the Town Center plan. The group was supportive of the idea of forming a new UR area in the Town Center area at such time the city is in a position to do so.

The July meeting will focus on how urban renewal can be used as a tool for Affordable Housing development.

August's meeting will focus on Basalt Creek as an urban renewal candidate area, and the balance of the meeting will be spent summarizing the thoughts and recommendations of the TF regarding all the topics and areas discussed since the reconvening of the TF in March '22. A September summary meeting will be scheduled to review the final recommendations and report of the TF, and to celebrate the accomplishment!

Staff intends to present the recommendations of the TF and a final report to Council in Q4 2022.

Strategy 5.3 Establish the Arts and Culture Board and fund a feasibility study for performing arts facility.

Project Description: *Develop implementation plan and retain consultant to work on forming the Arts and Culture Commission; after establishing and seating the commission, work to prioritize ACHS Recommendations that develop a five-year action plan with annual one-year implantation plan to be presented to the council including funding a feasibility study for a performing arts facility.*

Project Lead: *Mark Ottenad/ Kris Ammerman*

Project Timeline:

FY2021-22

July – Sep 2021

- *Develop multi-departmental Implementation Plan for the Formation of an Arts and Culture Commission and scope of work for PSA to retain consultant to advance plan.*

- *Consultant undertakes research on specific issues to be resolved for the commission's formation, including conducting community meeting, to help shape recommendations.*

Oct – Dec 2021

- *Public feedback and City Council direction sought for recommendations of key components of Arts and Culture Commission; resolution of formation brought to City Council.*

Jan – Mar 2022

- *Advertise openings on Arts and Culture Commission; arrange interviews.*

Apr – Jun 2022

- *City Council confirms appointment of Arts and Culture Commission.*
- *Initial meetings of Arts and Culture Commission to develop priority recommendations for City Council consideration, including funding feasibility study for a performing arts facility.*

Previous Updates:

Nov. 2021 - Develop multi-departmental Implementation Plan for the Formation of an Arts and Culture Commission and scope of work for PSA to retain consultant to advance plan.

Conduct meeting with local-area arts and culture supporters to present on ACHS and Implementation Plan for forming an Arts and Culture Commission.

Consultant undertakes research on specific issues to be resolved for the commission's formation, including conducting community meeting, to help shape recommendations.

Feb. 2022 - Consultant and staff developed an initial proposal for consideration by management of structural components of Arts and Culture Commission. Public feedback and City Council direction was sought for recommendations of key components of Arts and Culture Commission formation. After receiving public comments and discussing the charter, City Council passed a resolution to formally establish the committee. City commences recruitment for new Arts, Culture, and Heritage Commission members.

April 2022 - Recruitment for volunteers to serve on the new Arts, Culture and Heritage Commission took place during January 2022, followed by interviews with Mayor Fitzgerald and appointment of the ACHC on February 24, 2022.

Park and Recreation staff selected dates in April and May for first two meetings of the ACHC

Quarterly Update: In Progress

July 2022 - The City's Arts, Culture, and Heritage Commission has been established and has held three meetings to date. At the Commission's May meeting they adopted the following Goals Prioritization of Arts, Culture, and Heritage Commission (ACHC) for the FY2022-23 work program.

Summary of Priority Goals by ACHC:

- *Provide public-sector leadership and coordination to support arts, culture and heritage activities, events, facilities and programs;*
- *Work with partners to advance an arts and cultural center/facility;*
- *Develop a long-term, sustainable public-arts program;*
- *Make recommendations concerning the goals and objectives, and the selection and disbursement of funds of the Community Cultural Events and Programs Matching Grant Program.*

Goal 6: Engage the community to support emergency preparedness and resiliency

***Strategy 6.1** Work with emergency response providers to identify gaps and enhance Wilsonville's emergency preparedness planning for all types of emergencies/ disasters.*

Project Description: Collaborate with partner agencies (Counties, TVF&R, PGE, NW Natural and Metro, RDPO) on how they are preparing for emergencies and their response plans. Participate in annual Emergency Preparedness exercises (e.g. Cascadia Rising Event). Present information to City Council.

Project Lead: Delora Kerber/ Martin Montalvo

Project Timeline: Complete by the second quarter of 2023

- Ground Truth the Hazard Mitigation Plan (Ice Storms, Wildfires, Debris Management)
- Update City's Emergency Management Plan
- Communicate with Council on information gathered from other emergency response agencies.
- Presentations to Council from other emergency agencies on their preparedness and response plans.

Previous Updates:

Nov. 2021 - At the September 9 City Council meeting, PGE made presentation on their responses and mitigation to the February Ice Storm.

Feb. 2022 - No Updates.

April 2022 - Staff invited local and regional Emergency Services, and other agencies to become the City of Wilsonville's partners in emergency management. Partners are requested to allocate staff time as needed for outreach coordination, participation in community events, sharing of existing outreach materials and co-branding.

Quarterly Update: In Progress

July 2022- Tualatin Valley Fire District hosted a presentation titled "Wildfire Prevention" which provided information on how to prepare your home for wildfire season at the Wilsonville Library on June 30.

Strategy 6.2 Connect the community (residents and businesses) with emergency response resources and educational materials to improve individuals' response planning.

Project Description: Educate community members on emergency preparedness through community events, publications, websites and Annual event “Fair”

Project Lead: Delora Kerber / Martin Montalvo with assistance from Bill Evans

Project Timeline: Complete by the end of 2022.

- Publish Quarterly messages in the Boones Ferry Messenger–
Spring: Extreme Heat Safety; Fireworks Safety; Wildfire Preparedness
Summer: Winter Weather Safety; Holiday Fire Safety; Rain/flooding Preparedness
Fall: Winter Weather Safety; Spring & Flood Safety; Cyber Security Safety
Winter: Wildfire Awareness; Pet Preparedness; Summer Safety and Extreme Heat Safety
- Publish special section in BFM for September – Emergency Preparedness month & October – Great Shakeout Earthquake Drill
- Develop Council narrated educational videos on emergency preparedness
- Develop scope and budget for the development of City’s Emergency Preparedness brand and messaging information for use on website, at events, etc.
- Update City’s Emergency Preparedness website. Add Council videos
- Organize an Emergency Preparedness Fair for September 2022. Include emergency response partners.
- Research incentive plans to encourage community members to prepare for disasters. Examples: 5 gallon water jug with emergency preparedness information; go Bag instructions; packaged Emergency Preparedness kits; phone battery chargers; first Aid kits; 30 days to prepare instructions
- Pursue grant opportunities to fund incentive plans.

Previous Updates:


Nov. 2021 - Issued the September Boones Ferry Messenger as the first-ever newsletter dedicated fully to emergency preparedness

Over the past several months, 4-5 social media posts on Facebook (and other platforms) have been made encouraging preparedness and providing links to Federal Emergency Management Agency (FEMA) preparation resources

Drafted scope of work with consultant to develop Community Education Plan, Emergency Education Campaign, and messaging information for use on website, events, etc.

Feb. 2022 - In October, included an article about the Oregon Great Shakeout event held in the Boones Ferry Messenger. This event is a reminder of the actions to take during an earthquake. As part of the exercise at 10:21, participants were asked to “Drop, Cover and Hold on”.

In early December, an Emergency Preparedness survey was issued and advertised through various social media platforms, email newsletter and the Boones Ferry Messenger. The survey is a foundational public opinion survey which will inform the City’s emergency education plan, messaging and campaign content and was offered in English and Spanish languages. The survey period was completed in early January and the results are being compiled.

April 2022 - The emergency campaign brand was revealed. 

At the March 21, 2022 Council Meeting staff presented information about Emergency Preparedness Program – Building a More Resilient Community. Included in the presentation were the results of the 155 responses to the Emergency Preparedness Survey along with proposed actions, communications, activities and themes for the Community Education Campaign.

A new webpage was created <https://www.ci.wilsonville.or.us/ready> to provide one location for citizens to find information related to preparedness and resiliency.

March website focus was Emergency Transportation Routes and Transportation Planning.

Phone recharge battery packs with the Wilsonville Ready logo were purchased and will be used as an incentive for participation in preparedness activities.

Quarterly Update: In Progress

July 2022 - Included articles in the Boones Ferry Messenger with the following topics:

April – Preparing Your Home for Catastrophe

May – Take Action Now to Protect Against Wildfires

June – Pets and Emergency Preparedness

- Updated **WILSONVILLE READY** website <https://www.ci.wilsonville.or.us/ready> to include videos, checklists and resource/toolkits related to the monthly topics of Home Preparedness, Extreme Heat/Wildfire and Preparing Your Pets.
- Made presentation with the theme of Let’s get “2 WEEKS READY” to the Wilsonville Rotary Club on April 28.
- Started planning for the Emergency Preparedness Fair to be held this fall.

Goal 7: Protect Wilsonville’s environment and increase access to sustainable lifestyle choices

Strategy 7.1 Update the City's Comprehensive Plan to include a section on the environmental impacts of the Aurora State Airport.

Project Description: *City is currently engaged with HHPR consulting to develop a scope of work for a citizen engagement process to update the Comprehensive Plan to include statements about the Aurora Airport. City staff has initiated this process and anticipates completion over the next 12 months.*

Project Lead: *Miranda Bateschell*

Project Timeline: *City staff has initiated this process and anticipates completion over the next 12 months.*

Previous Updates:

Nov. 2021 - Scope and schedule completed. Kickoff meeting for the project team scheduled for mid-October. Work sessions with Planning Commission in November and City Council in December scheduled to cover project scope and goals as well as initial stakeholder feedback.

Feb. 2022 - Kickoff meeting for the project team occurred in mid-October followed by work sessions with Planning Commission in November and City Council in December. Project team began outlining initial outreach and stakeholder interviews for early 2022.

April 2022- Following work sessions with the Planning Commission and City Council last quarter, the project team conducted community outreach on airport good-neighbor issues and policies. Community outreach included interviews with key stakeholders, a survey, and online open houses. The team also researched the approaches used by other communities in adopting good-neighbor policies related to nearby airports. The project team is busy drafting policies and objectives for the Wilsonville Comprehensive Plan, which will be the topic of discussion at upcoming work sessions with the Commission and Council.

Quarterly Update: In Progress

July 2022 -The project team presented results of recent work and outreach results to the Planning Commission and City Council in April and May work sessions and gathered their feedback. The project team continued to develop draft policies for City adoption later in the summer.

Strategy 7.2 Participate in the Aurora State Airport planning discussions to represent Wilsonville's environmental interests.

Project Description: *Participate in the Aurora Airport Master Plan public agency stakeholder group and keep up to date on all aspects of the Master Plan update. Use memorandums to inform Council and obtain direction under City Managers business or Communications for updates. Consider engaging with specialized airport consultants to assist with reviewing and fact checking data.*

Project Lead: *Chris Neamtzu*

Project Timeline: *Staff will keep the Council updated on all meetings over the next few months. A memo under City Manager's business or communications will be provided. This also will be brought to City Council meetings, as direction is needed.*

Previous Updates:

Nov. 2021 - On October 13, 2021 the Oregon Department of Aviation announced the first PAC Meeting for the Aurora State Airport Master Plan Project. The meeting will be held virtually Tuesday, November 16, 2021 from 3:00pm-5:00pm via Zoom Webinar. This meeting will provide an opportunity for the PAC, community, neighbors, and other project stakeholders to learn about the Airport Master Plan project and the vision for the Airport over the next 20-years.

Feb. 2022 - On Tuesday November 16, 2021 the Oregon Department of Aviation (ODA) initiated an 18 month process to complete a new airport master plan for the Aurora Airport by facilitating Policy Advisory Committee (PAC) meeting #1. The purpose of the meeting was to introduce the project, establish an understanding of the role/expectations of the PAC, and prepare for upcoming meetings as well as provide opportunities for public input.

Staff from Century West and JLA Public Involvement led the meeting, supported by staff from the Oregon Department of Aviation. The meeting included a summary of history of planning efforts at the airport, Federal Aviation Administration plan overview, airport master planning introduction, and a brief discussion of existing conditions.

At 32 members, the PAC is very large. Members will provide input at key decision points in an advisory capacity; as a sounding board. No recommendations will be made by the committee; the group will be asked for feedback through poll questions and break out room discussions. All viewpoints will be represented in the meeting summaries. Perhaps most notable is that as the airport sponsor, ODA staff will be the final decision-making authority. They will decide what is included in the Master Plan.

April 2022 - Aurora Airport Master Plan PAC Meeting #2 and Public Open House #1

On Tuesday, March 1, 2022 the Oregon Department of Aviation (please note the new acronym ODAV) conducted Policy Advisory Committee meeting #2 on the Aurora Airport Master Plan. The meeting was attended by over 60 individuals. Following distribution of three draft chapters of the Master Plan document totaling over 75 pages three days prior to the PAC meeting, there was not sufficient time to read and absorb the substantial technical information contained in the materials prior to the PAC meeting. In response to concerns raised by staff, ODAV staff did offer to conduct an additional working session with interested PAC members and Century West Consultants to allow for PAC members to delve deeper into the presented materials. The working session is scheduled for April 5.

The first three chapters of material include:

- Introduction
- Existing Conditions Analysis (41 pages)
- Aviation Activity Forecasts (28 pages)

PAC meeting #2 was immediately followed by Public Open House #1, where an abbreviated presentation was made by the Century West consultant team, followed by citizen input and Q and A.

The project team had very few answers to many of the questions raised, and stated that all questions would be written up with responses prepared as part of the summary notes and minutes that will be prepared for the two meetings.

Aurora Airport Master Plan Working Session on Chapters 1-3 of the Master Plan

On April 4, ODAV staff along with consultants from Century West conducted a two hour working session on chapters 1-3 of the draft Aurora Airport Master Plan. The purpose of the meeting was to continue conversations about existing conditions and preliminary forecasts (based aircraft and operations). The consultant briefly reviewed chapter 2 – existing conditions and chapter 3 – preliminary aviation activity forecasts. Each PAC member was given an opportunity to ask questions. Again, answers to most questions were not provided, and the ODAV team frequently deferred to the fact that “FAA will review” to determine adequacy.

ODAV also provided a very brief overview of the survey results that were collected as part of open house #1.

Several PAC members had concerns about the adequacy and accuracy of the data provided, and pointed out the flaws with the methodology that relies on a 2019 forecast that was based on information contained in the un-adopted 2012 Master Plan. Substantial comments on Chapters 1-3 were sent to ODAV on April 12. Staff submitted a 23 page letter with significant technical analysis and dozens of questions on the first three chapters of the master plan document.

Next PAC meeting is scheduled for Tuesday, May 3, 2022 from 3:00-5:00 pm on Zoom.

Quarterly Update: In Progress

July 2022 - [Aurora Airport Master Plan PAC Meeting #3](#)

On Tuesday, May 3, ODAV conducted PAC meeting #3. The meeting was again challenged by technical difficulties, with the City’s PAC alternative not receiving the link to the zoom meeting in a timely manner. The day after PAC/public comments were due to ODAV on April 12 for the draft Aurora State Airport Master Plan Chapters 1-3, ODAV submitted to FAA on April 13 the draft Chapters along with the public comments. ODAV shifted the focus of PAC meeting #3 to revisit what is included in an Airport Master Plan and to respond to PAC member’s requests to answer some of the questions raised at previous meetings.

Then, on April 29, ODAV requested FAA ignore ODAV’s April 23 submission, and indicated that ODAV will be submitting an updated Draft Chapter 3 - Aviation Activity Forecasts in the coming weeks for FAA review. This updated draft chapter will include revisions and responses to comments received from the Planning Advisory Committee following PAC meeting #1 (February 25), PAC Meeting #2 and Open House (March 1), and the PAC work session (April 5). PAC comment period for Draft Chapter 3 closed on April 12. The reason for all of this appears to be the fact that the city’s PAC member and staff raised significant concerns with the accuracy of the technical data included in the draft master plan leading to ODAV’s request to withdraw the FAA review.

The next PAC meeting is not scheduled, but is anticipated to be sometime this summer.

Strategy 7.3 Develop a Wilsonville climate action strategy in alignment with Clackamas County's planning efforts.

Project Description: *Natural Resources Manager to track and participate in the Clackamas County process in developing a Climate Action Plan. Consider the creation of a local plan that represents Wilsonville's interests. Report to City Council regarding work products and status of planning effort.*

Project Lead: *Chris Neamtzu/ Kerry Rappold*

Project Timeline: *TBD*

Previous Updates:

Nov. 2021 - The first meeting of the Cities Workgroup was held October 12, 2021. At the meeting, Staff, from cities in Clackamas County, provided information on their current climate goals and areas of action, and the County staff gave an overview of the planning process. During the development of the County's Climate Action Plan, the Natural Resources Manager will report to the City Council regarding work products and status of planning effort.

Feb. 2022 - At the December 20, 2021 Council work session, staff provided an overview of the County's planning process. During the development of the County's Climate Action Plan, the Natural Resources Manager will report to the City Council regarding work products and status of the planning effort.

April 2022 - At the meetings, County Staff provided information about the current climate goals and areas of action, inventory data, and the planning process. Future meetings of the Cities Workgroup will be scheduled for late summer/early fall to learn about the feedback from the public involvement process, receive additional modeling information, and help finalize the draft Climate Action Plan. During the development of the County's Climate Action Plan, the Natural Resources Manager will report to the City Council regarding work products and status of the planning effort.

Quarterly Update: In Progress

July 2022 - In June, a community survey was posted on the County's project webpage. A link to the survey was shared with residents and businesses in Wilsonville. During the development of the County's Climate Action Plan, the Natural Resources Manager will report to the City Council regarding work products and status of the planning effort.

Strategy 7.4 Explore options to expand access to urban gardening and other sustainable lifestyle choices.

Project Description: *Explore urban garden options at City Parks, such as Arrowhead Park, encourage Homeowner's Associations to do more community gardening, and provide annual programming for sustainable lifestyle choices.*

Project Lead: *Kris Ammerman, Jeanna Troha*

Project Timeline: *TBD*

Previous Updates:

Nov. 2021 - Staff provided estimates the cost to be \$100,000 (hard costs only) based on a garden similar in size to our current one in Memorial Park. Actual size would be dictated by site restrictions. Labor will be provided by the park maintenance team.

- Irrigation - \$35,000
- Raised beds - \$35,000
- Fence - \$20,000
- Other - \$10,000

Staff identified these location considerations;

- West side of town (Geographical Equity)
- Initially we looked at locating a garden at Arrowhead park, but there were too many conflicts with existing infrastructure
- Exact location undetermined at this time: only potential City owned site is Boones Ferry Park (excessive shade is the biggest concern with this site)
- Other potential sites would require Partnerships with community organizations (Churches, HOA's, School District, CREST, others?)

Feb. 2022 - Staff changed the community garden policy to allow only one garden plot (formerly multiple) per household, which allows the garden to serve more residents. Staff also conducted several educational programs on the benefits of composting and gave away 500 composting buckets to Wilsonville residents to promote sustainable lifestyle choices. The compost buckets were funded by a Wilsonville-Metro Community Enhancement Grant. Staff are still exploring potential locations, partnerships and funding options to develop a new community garden location within the city.

April 2022- As of opening day (April 21, 2022) there are still garden plots available to community members. We will monitor the demand this season and continue to look for opportunities for additional garden sites based on need.

Quarterly Update: In Progress

July 2022- This season the Parks and Recreation Department changed our policy to allow gardening year round and only one plot per household in our Memorial Park Community Garden. Previously households were allowed to have multiple plots. We did this in an effort to be more inclusive and serve more residents. We achieved this by having more first time gardeners sign up for the program. At the end of the registration period we still had 28 plots remaining, which tells us that we are not yet at capacity. After the registration period closed we reopened the remaining plots and allowed gardeners to sign up for a second plot at that time. The plots did fill up when we allowed gardeners a second plot.

We believe the success with this policy change was two-fold:

- 1) We were able to serve more residents*
- 2) It demonstrated that our Community Garden is not yet at capacity since we still had 28 plots remaining at the end of the initial registration period.*

Strategy 7.5 Continue implementation of Wilsonville's existing environmental programs and practices

Project Description:

Project Lead: *TBD*

Project Timeline:

Quarterly Update: