



CITY OF OREGON CITY CITY COMMISSION REGULAR MEETING - REVISED AGENDA

**Commission Chambers, 625 Center Street, Oregon City
Wednesday, August 19, 2020 at 7:00 PM**

REGULAR MEETING OF THE CITY COMMISSION

The public is strongly encouraged to relay concerns and comments to the Commission in one of three ways:

- *Email at any time up to 12 p.m. the day of the meeting to recorderteam@orc.org.*
- *Phone call (Monday – Friday, 8 am – 5 pm) to 503-496-1505, all messages will be relayed and/or citizens can sign-up to be called during the meeting to provide over-the-phone testimony.*
- *Mail to City of Oregon City, Attn: City Recorder, P.O. Box 3040, Oregon City, OR 97045*

1. CONVENE MEETING AND ROLL CALL

2. FLAG SALUTE

3. CEREMONIES, PROCLAMATIONS, AND PRESENTATIONS

[3a.](#) The Regional Coalition of Clean Rivers and Streams 2020 Student Video Contest Award Presented to Oregon City Student Charlie Johnson

3b. Oregon Department of Transportation Presenting I-205 Tolling Project Update

4. CITIZEN COMMENTS

Citizens are allowed up to 3 minutes to present information relevant to the City but not listed as an item on the agenda. Prior to speaking, citizens shall complete a comment form and deliver it to the City Recorder. The City Commission does not generally engage in dialog with those making comments but may refer the issue to the City Manager. Complaints shall first be addressed at the department level prior to addressing the City Commission.

5. ADOPTION OF THE AGENDA

6. PUBLIC HEARINGS

7. GENERAL BUSINESS

[7a.](#) 2020 Community Satisfaction Survey

[7b.](#) The Guaranteed Maximum Price (GMP) and Construction for the Public Works and Parks Operations Complex Facility

[7c.](#) Intergovernmental Agreement with Clackamas County for Records Storage Services

8. CONSENT AGENDA

This section allows the City Commission to consider routine items that require no discussion and can be approved in one comprehensive motion. An item may only be discussed if it is pulled from the consent agenda.

[8a.](#)

Agreement with Polar Systems for the Local and Wide Area Network Installation at the New Police Facility

[8b.](#) Agreement with Klasstech AV Services for Audio, Video, and Control Systems and Installation at the New Police Facility

[8c.](#) OLCC: Liquor License Application – Limited On-Premises, Applying as a LLC, Blue Ox Axe Throwing Oregon, LLC, 230 12th Street, Oregon City

[8d.](#) OLCC: Liquor License Application – Off-Premises, Commercial, Applying as a Limited Liability Company, MOD Super Fast Pizza, LLC (dba MOD Pizza), 19550 Molalla Ave, Ste. 145

[8e.](#) Minutes of the May 12, 2020 Work Session

[8f.](#) Minutes of the May 20, 2020 Work Session

[8g.](#) Minutes of the May 20, 2020 Regular Meeting

9. COMMUNICATIONS

City Manager

Commissioners

Mayor

10. ADJOURNMENT

PUBLIC COMMENT GUIDELINES

Complete a Comment Card prior to the meeting and submit it to the City Recorder. When the Mayor calls your name, proceed to the speaker table, and state your name and city of residence into the microphone. Each speaker is given three (3) minutes to speak. To assist in tracking your speaking time, refer to the timer on the table.

As a general practice, the City Commission does not engage in discussion with those making comments. Electronic presentations are permitted but shall be delivered to the City Recorder 48 hours in advance of the meeting.

ADA NOTICE

The location is ADA accessible. Hearing devices may be requested from the City Recorder prior to the meeting. Individuals requiring other assistance must make their request known 48 hours preceding the meeting by contacting the City Recorder's Office at 503 657 0891

Agenda Posted at City Hall, Pioneer Community Center, Library, City Web site.

Video Streaming & Broadcasts: The meeting is streamed live on Internet on the Oregon City's Web site at www.orcity.org and available on demand following the meeting. The meeting can be viewed live on Willamette Falls Television on channel 28 for Oregon City area residents. The meetings are also rebroadcast on WFMC. Please contact WFMC at 503 650 0275 for a programming schedule

The Regional Coalition of Clean Rivers and Streams
and

THE RIVER STARTS HERE 2020 STUDENT VIDEO CONTEST

award the prize of

Honorable Mention

to

Charlie Johnson

for

Stormwater Pollution Stop-Motion



Presented by

Date

Charlie Johnson's video submitted for the Regional Coalition of Clean Rivers and Streams 2020 Student Video Contest can be found on YouTube here:

<https://youtu.be/elA08j8sUtY>



CITY OF OREGON CITY

Staff Report

625 Center Street
Oregon City, OR 97045
503-657-0891

To: City Commission
From: City Manager Tony Konkol

Agenda Date: 08/19/2020

SUBJECT:

2020 Community Satisfaction Survey

EXECUTIVE SUMMARY:

The purpose of the 2020 Community Satisfaction Survey is to help ensure that the City's priorities continue to match the needs and desires of residents. The information provided will be used to improve existing services and help the City better understand the evolving needs of residents of Oregon City.

BACKGROUND:

The Community Satisfaction Survey is administered through the ETC Institute to ensure statistically valid results and equal representation throughout neighborhoods in Oregon City. ETC works nationally with local governments to gather statistically valid data and representative input from residents on a wide variety of topics and through this work have developed standardized questions to help benchmark Oregon City's performance and compare amongst other cities of similar size regionally and nationally.

The survey is distributed every other year to determine the perceived quality of Oregon City's service delivery and measure trends in Parks and Recreation, Public Safety, Communication, Code Enforcement, Transportation and Infrastructure, Library Services, and Water Services. This survey also provides an equitable and inclusive means to reach out to community members whose opinions might not otherwise be heard. It provides a voice for those who do not come to public hearings or actively participate in local government allowing them to share their experiences and help prioritize issues of importance.

The survey instrument is vetted by the ETC Institute before it is administered to ensure the City is not influencing answers and to keep the survey under 7 pages and 15 minutes, on average, to take. Three open ended or issue specific questions can be asked to maintain the page size and time allowance of the Survey. The City has chosen the OC2040 Comprehensive Plan Update and water infrastructure as the three open ended questions for 2020 Community Satisfaction Survey.

Changes made from 2018 to 2020.

2018 – Question 6, 7, and 25 Removed

2018 Q6 – REMOVED How willing would you be to pay additional taxes or fees to acquire, develop, and maintain the types of parks, recreation, and trail facilities that are most important to your household?

2018 Q7 – REMOVED How would you vote in a bond election to fund the acquisition, development, and maintenance of the types of parks, recreation, and trail facilities that are most important to your household?

2018 Q25 – REMOVED Community amenities provided by the city can enhance the quality of life in Oregon City. If you could identify ONE new community amenity that could be provided by the city, what would it be?

2020

2020 ADDED - What makes Oregon City special?

2020 ADDED - What about Oregon City would you like to change in the future?

2020 ADDED - Oregon City has great water supply from the Clackamas River and an aging but effective water distribution system. Within 7 years, major investment is required to ensure the City can continue to provide a sufficient supply of water on a reliable basis to meet the needs of our community. The City Charter requires voter support to increase rates greater than 3% or to increase indebtedness (loans or bonds). What would be your preferred way to pay for system improvements:

- Underfund system needs by limiting water rate increases to 3% annually, resulting in mandatory water curtailment and reduced system reliability
- Fully fund needed system improvements by secure bonding or loan (taking on debt), and limiting rate increases to no more than 5% annually
- Fully fund needed system improvements without debt and raise water rates 5% or more annually
- Fully fund needed system improvements by adding a property tax and limiting water rate increases to 3% annually

2020 ADDED - Q. Water Quality. Using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied," please rate your satisfaction with each of the following code enforcement items.

How satisfied are you with...		Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
1.	Water pressure	5	4	3	2	1	9
2.	Water clarity	5	4	3	2	1	9
3.	Water taste	5	4	3	2	1	9
4.	Water smell	5	4	3	2	1	9
5.	Reliability of water service	5	4	3	2	1	9

Timeline of Survey Process

- Survey Sent for Final Review
- Survey Printed and Mailed
- Survey Administration Complete
- Final Report Submitted
- Report Presented to Commission

Week of August 24

Week of August 31

Week of October 19

Week of November 9

Month of December

BUDGET IMPACT:

Amount: \$16,500

FY(s): 2020

Funding Source(s): General Fund



Please take a few minutes to complete this survey. Your input is important to help Oregon City identify and respond to citizen concerns. If you have questions, please call Kristin Brown 503-496-1547.

1. **Perception of the City.** Please rate each of the following major categories of services provided by the City of Oregon City using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied."

How satisfied are you with...	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
01. Overall quality of police services	5	4	3	2	1	9
02. Overall quality of the city's recreation programs	5	4	3	2	1	9
03. Overall quality of city parks/trails/open space	5	4	3	2	1	9
04. Overall maintenance of city streets	5	4	3	2	1	9
05. Overall quality of city water utilities	5	4	3	2	1	9
06. Overall quality of city sewer services	5	4	3	2	1	9
07. Overall quality of Municipal Court Services	5	4	3	2	1	9
08. Overall enforcement of city codes and ordinances	5	4	3	2	1	9
09. Overall quality of customer service you receive from city employees	5	4	3	2	1	9
10. Overall effectiveness of city communication with the public	5	4	3	2	1	9
11. Overall effectiveness of city economic development efforts	5	4	3	2	1	9
12. Overall quality of the city's public library services	5	4	3	2	1	9
13. Overall quality of permit process	5	4	3	2	1	9

2. **Which THREE of the items listed in Question 1 do you think should receive the MOST EMPHASIS from city leaders over the next TWO years?** *[Write in your answers below using the numbers from the list in Question 1.]*

1st: ____ 2nd: ____ 3rd: ____

3. **Please rate each of the following items that may influence your perception of the City of Oregon City using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied."**

How satisfied are you with...	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
1. Overall quality of services provided by the City of Oregon City	5	4	3	2	1	9
2. Overall value that you receive for your tax dollars and fees	5	4	3	2	1	9
3. Overall image of the city	5	4	3	2	1	9
4. How well the city is supporting growth and development	5	4	3	2	1	9
5. Overall feeling of safety in the city	5	4	3	2	1	9
6. Availability of job opportunities	5	4	3	2	1	9
7. Availability of training or educational opportunities	5	4	3	2	1	9
8. Overall quality of new development	5	4	3	2	1	9
9. Overall development across the city	5	4	3	2	1	9

4. **Parks and Recreation.** Please rate your satisfaction with each of the following Parks and Recreation items using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied."

Item 7a.

How satisfied are you with...	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
01. Quality of facilities (e.g. picnic shelters, playgrounds in city parks)	5	4	3	2	1	9
02. Quality of outdoor athletic fields (e.g., baseball, soccer, football)	5	4	3	2	1	9
03. Appearance and maintenance of existing city parks	5	4	3	2	1	9
04. Proximity of parks to your home	5	4	3	2	1	9
05. Quantity of city trails	5	4	3	2	1	9
06. Access to city parks for persons with disabilities	5	4	3	2	1	9
07. Quality of the Pioneer Community Center	5	4	3	2	1	9
08. Quality of the End of the Oregon Trail	5	4	3	2	1	9
09. Quality of the city's swimming pool	5	4	3	2	1	9
10. Quality of services for fees assessed with recreation programming (e.g. pool programs, admission, and camps)	5	4	3	2	1	9
11. Quality of recreational areas for dogs	5	4	3	2	1	9
12. Other: _____	5	4	3	2	1	9

5. Which TWO of the Parks and Recreation items listed in Question 4 do you think should receive the MOST EMPHASIS from city leaders over the next TWO years? [Write in your answers below using the numbers from the list in Question 4.]

1st: _____ 2nd: _____

6. What makes Oregon City special?

7. What about Oregon City would you like to change in the future?

8. **Public Safety.** Please rate each of the public safety items listed below using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied."

How satisfied are you with...	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
1. The visibility of police in the community	5	4	3	2	1	9
2. The city's overall efforts to prevent crime	5	4	3	2	1	9
3. Enforcement of local traffic laws	5	4	3	2	1	9
4. Parking enforcement services	5	4	3	2	1	9
5. How quickly police respond to emergencies	5	4	3	2	1	9
6. Response to drug control	5	4	3	2	1	9
7. Response to property crime	5	4	3	2	1	9
8. Level of community outreach	5	4	3	2	1	9
9. Response to issues with transients	5	4	3	2	1	9

9. Which TWO of the public safety items listed in Question 8 do you think should receive the MOST EMPHASIS from city leaders over the next TWO years? [Write in your answers below using the numbers from the list in Question 8.]

1st: _____ 2nd: _____

10. **Communication.** Where do you currently get news and information about city programs, services and events? *[Check all that apply.]* Item 7a.

- | | |
|--|---|
| ☐ (01) "Trail News" quarterly publication
☐ (02) City website
☐ (03) Newspaper
☐ (04) Friends
☐ (05) Radio
☐ (06) Social media (Facebook, Twitter, Instagram, LinkedIn)
☐ (07) Public meetings
☐ (08) City's mobile app ("OC Request")
☐ (09) YouTube | ☐ (10) Citizen Involvement Committee
☐ (11) TV local news
☐ (12) Nextdoor
☐ (13) Neighborhood Association
☐ (14) Utility bill
☐ (15) Flyers
☐ (16) E-Trail News Monthly e-newsletter
☐ (17) Other: _____ |
|--|---|

- 10a. From which **TWO** sources listed in Question 10 would you **MOST PREFER** to get information from the city? *[Write in your answers below using the numbers from the list in Question 10.]*

1st: _____ 2nd: _____

- 10b. How frequently would you like to receive information from the city? *[Write in your top two choices using numbers from the list below, or circle "Don't Know."]*

1. Daily 2. Weekly 3. Monthly 4. Quarterly

1st: _____ 2nd: _____ Don't Know

11. Which of the following types of information would you like to receive from the City of Oregon City? *[Check all that apply.]*

- | | |
|--|---|
| ☐ (1) The City Commission's goals meeting wrap up
☐ (2) Public safety (police)
☐ (3) Public works (infrastructure and transportation updates)
☐ (4) Special events
☐ (5) Community-based stories (what is going on locally) | ☐ (6) Economic development
☐ (7) Library services and programs
☐ (8) Parks and Recreation programs and services
☐ (9) Other: _____ |
|--|---|

12. Please rate each of the communication items listed below using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied."

How satisfied are you with...	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
1. The availability of information about city programs and services	5	4	3	2	1	9
2. Overall quality of the city's website	5	4	3	2	1	9
3. The level of public involvement in decision making	5	4	3	2	1	9
4. Timeliness of information provided by the city	5	4	3	2	1	9
5. The quality of content on social media (Facebook, Twitter, Instagram)	5	4	3	2	1	9
6. Access to bilingual material	5	4	3	2	1	9

13. **Code Enforcement.** Using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied," please rate your satisfaction with each of the following code enforcement items.

How satisfied are you with...	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
1. Enforcing the cleanup of litter and debris on private property	5	4	3	2	1	9
2. Enforcing the mowing/trimming of grass and weeds on private property	5	4	3	2	1	9
3. Enforcing codes designed to protect public safety and health	5	4	3	2	1	9
4. Enforcing sign regulation	5	4	3	2	1	9

14. Which **TWO** of the code enforcement items listed in Question 13 do you think should receive the **MOST EMPHASIS** from city leaders over the next **TWO** years? *[Write in your answers below using the numbers from the list in Question 13.]*

1st: _____ 2nd: _____

15. **Transportation and Infrastructure.** Please rate each of the following street maintenance/ items using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied." Item 7a.

How satisfied are you with...	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
01. Maintenance of major city streets	5	4	3	2	1	9
02. Maintenance of streets in your neighborhood	5	4	3	2	1	9
03. Snow and ice response on major city streets	5	4	3	2	1	9
04. Adequacy of city street lighting in your neighborhood	5	4	3	2	1	9
05. Condition of sidewalks in your neighborhood	5	4	3	2	1	9
06. On-street bicycle infrastructure (bike lanes/signs/arrows)	5	4	3	2	1	9
07. Accessibility of public transportation options	5	4	3	2	1	9
08. Availability of safe pedestrian ways on major streets and routes	5	4	3	2	1	9
09. Availability of safe pedestrian ways in your neighborhood	5	4	3	2	1	9
10. Quality of sidewalks for people with mobility challenges	5	4	3	2	1	9
11. Traffic calming measures in your neighborhood, for example traffic circles, speed humps, or radar speed signs	5	4	3	2	1	9
12. Alternative means of transportation such as transit, bicycling, walking	5	4	3	2	1	9

16. Which TWO of the transportation and infrastructure items listed in Question 15 do you think should receive the MOST EMPHASIS from city leaders over the next TWO years? *[Write in your answers below using the numbers from the list in Question 15.]*

1st: _____ 2nd: _____

17. **Public Library Services.** Using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied," please rate your satisfaction with each of the following Public Library services.

How satisfied are you with...	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
01. Selection of physical resources available (books, CD's, and DVD's)	5	4	3	2	1	9
02. Selection of digital resources available online (e.g. eBooks, downloadable audio, streaming films)	5	4	3	2	1	9
03. Events for seniors	5	4	3	2	1	9
04. Events for adults (e.g. informational, literary, participatory, entertainment)	5	4	3	2	1	9
05. Events for teens (e.g. Teen Advisory Council, crafts, summer reading)	5	4	3	2	1	9
06. Events for children (e.g. early literacy development, story times, summer reading program)	5	4	3	2	1	9
07. Reader's Advisory (help finding something to read)	5	4	3	2	1	9
08. Selection of reference and research tools	5	4	3	2	1	9
09. Access to computers and library Wi-Fi	5	4	3	2	1	9
10. Ease of booking meeting rooms	5	4	3	2	1	9
11. Library as hub of community information	5	4	3	2	1	9
12. Outreach-programs and/or services in the community outside of the library	5	4	3	2	1	9

18. Which TWO of the public library items listed in Question 17 do you think should receive the MOST EMPHASIS from city leaders over the next TWO years? *[Write in your answers below using the numbers from the list in Question 17.]*

1st: _____ 2nd: _____

19. How do you get information about the library? [Check all that apply.]

Item 7a.

- ☐ (01) E-newsletter ☐ (05) Blogs ☐ (09) Others social media
☐ (02) Library Staff ☐ (06) Flyers ☐ (10) Trail News
☐ (03) Word of mouth ☐ (07) Newspaper ☐ (11) Other: _____
☐ (04) City's website ☐ (08) Library's social media

20. **Capital Investments.** Funding for capital investments is limited. For some projects, such as Molalla Avenue Streetscape Project, the city looks for substantial federal, state, and regional grant funds to pay for the majority of the costs. But for other projects, such as park improvements or sidewalk maintenance, we have to use local tax dollars. In looking at how we should spend your local tax dollars on capital projects over the next decade, please indicate which FIVE of the projects listed below should be the TOP PRIORITIES. [Write in your answers using the numbers from the list below.]

- | | |
|---|--------------------------------|
| 1. Recreation facilities such as Pioneer Community Center, End of the Oregon Trail Interpretive Center, and city pool | 7. Tourism |
| 2. Park improvements and maintenance | 8. Natural habitat restoration |
| 3. Road maintenance/pavement preservation (such as overlay projects) | 9. Economic Development |
| 4. Sidewalks | 10. Water Infrastructure |
| 5. Bike lanes/bike paths | 11. Pedestrian Crossings |
| 6. Willamette Falls Legacy Project | 12. Traffic congestion relief |

1st: _____ 2nd: _____ 3rd: _____ 4th: _____ 5th: _____

21. **Service Expectations.** Using a scale of 1 to 5, where 5 means the level of service provided by the city should be "Much Higher" than it is now and 1 means it should be "Much Lower," please indicate how the level of service provided by the city should change in each of the areas listed below.

	Much Higher	A Little Higher	Stay the Same	Little Lower	Much Lower	Don't Know
1. Law enforcement	5	4	3	2	1	9
2. Parks, trails, and open space	5	4	3	2	1	9
3. Recreation facilities and programs	5	4	3	2	1	9
4. Transportation facilities and programs (street maintenance, new sidewalks, added bike lanes)	5	4	3	2	1	9
5. Utility infrastructure (water, sewer, and drainage system upgrades)	5	4	3	2	1	9
6. City's Public Library	5	4	3	2	1	9
7. City's Code Enforcement	5	4	3	2	1	9
8. City's permit review	5	4	3	2	1	9

21a. Would you be willing to pay more in taxes or fees to support an increase in the service level?

- ☐ (1) Yes ☐ (3) Not applicable; I do not think any levels of service need to be higher
☐ (2) No ☐ (9) Don't know

22. Please rate Oregon City using a scale of 1 to 5, where 5 means "Excellent" and 1 means "Poor," with regard to each of the following.

How would you rate Oregon City...	Excellent	Good	Neutral	Below Average	Poor	Don't Know
1. As a place to live	5	4	3	2	1	9
2. As a place to raise children	5	4	3	2	1	9
3. As a place to work	5	4	3	2	1	9
4. As a place with a variety of housing choices	5	4	3	2	1	9
5. As a place to shop	5	4	3	2	1	9

6.	As a place for dining and entertainment options	5	4	3	2	1	Item 7a.
7.	Overall quality of life in the city	5	4	3	2	1	9
8.	As a place to connect and interact with your neighbors	5	4	3	2	1	9

23. Customer Service. Have you called, emailed, or visited the city with a question, problem, or complaint during the past year?

____(1) Yes [Answer Q23a-c.] ____ (2) No [Skip to Q24.] ____ (9) Don't Know [Skip to Q24.]

23a. How easy was it to contact the person you needed to reach?

____(1) Very easy ____ (3) Difficult ____ (9) Don't know
 ____ (2) Somewhat easy ____ (4) Very difficult

23b. What department did you contact? [Check all that apply.]

____(01) Police ____ (07) Financial Services/Utility Billing
 ____ (02) Code Enforcement ____ (08) Transportation Services (streets)
 ____ (03) Building and Planning ____ (09) Administration (public records)
 ____ (04) Parks and Recreation ____ (10) Public Works (water/sewer/solid waste)
 ____ (05) Oregon City Public Library ____ (11) Municipal Court
 ____ (06) Event Permits ____ (12) Other: _____

23c. Several factors that may influence your perception of the quality of customer service you receive from city employees are listed below. For each item, please rate how often the employees you have contacted during the past year have displayed the behavior described on a scale of 1 to 5, where 5 means "Always" and 1 means "Never."

Frequency that...	Always	Usually	Sometimes	Seldom	Never	Don't Know
1. They were courteous and polite	5	4	3	2	1	9
2. They gave prompt, accurate, and complete answers to questions	5	4	3	2	1	9
3. They did what they said they would do in a timely manner	5	4	3	2	1	9
4. They helped you resolve an issue to your satisfaction	5	4	3	2	1	9

24. Land Development. Using a scale of 1 to 5, where 5 means "Much Too Slow" and 1 means "Much Too Fast," please rate the city's current pace of development in each of the following areas.

Growth Management	Much Too Slow	Too Slow	Just Right	Too Fast	Much Too Fast	Don't Know
1. Employment opportunities	5	4	3	2	1	9
2. Office development	5	4	3	2	1	9
3. Retail/Restaurants/Services	5	4	3	2	1	9
4. Technology and other industry	5	4	3	2	1	9
5. Housing options for aging population	5	4	3	2	1	9
6. Apartments	5	4	3	2	1	9
7. Townhomes/Row houses	5	4	3	2	1	9
8. Entry level single family homes	5	4	3	2	1	9
9. Single Family Homes	5	4	3	2	1	9

25. Water Quality. Using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied," please rate your satisfaction with each of the following code enforcement items.

How satisfied are you with...	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
1. Water pressure	5	4	3	2	1	9
2. Water clarity	5	4	3	2	1	9

3.	Water taste	5	4	3	2	1	Item 7a.
4.	Water smell	5	4	3	2	1	9
5.	Reliability of water service	5	4	3	2	1	9

25a. Oregon City has great water supply from the Clackamas River and an aging but effective water distribution system. Within 7 years, major investment is required to ensure the City can continue to provide a sufficient supply of water on a reliable basis to meet the needs of our community. The City Charter requires voter support to increase rates greater than 3% or to increase indebtedness (loans or bonds). What would be your preferred way to pay for system improvements:

- ____(01) Underfund system needs by limiting water rate increases to 3% annually, resulting in mandatory water curtailment and reduced system reliability
- ____(02) Fully fund needed system improvements by secure bonding or loan (taking on debt), and limiting rate increases to no more than 5% annually
- ____(03) Fully fund needed system improvements without debt and raise water rates 5% or more annually
- ____(04) Fully fund needed system improvements by adding a property tax and limiting water rate increases to 3% annually

Demographics

- 26.** Approximately how many years have you lived in Oregon City? _____ years
- 27.** What is the preferred language spoken in your home? _____
- 28.** What is your age? _____ years
- 29.** Do you work outside of Oregon City? _____ Yes/No
- 30.** How many children under age 18 live in your household? _____ children
- 31.** What is your gender? ____ (1) Male ____ (2) Female
- 32.** Would you say your total annual household income is...
- ____ (1) Under \$50,000 ____ (3) \$75,000 to \$99,999 ____ (5) \$150,000 to \$199,999
- ____ (2) \$50,000 to \$74,999 ____ (4) \$100,000 to \$149,999 ____ (6) \$200,000 or more
- 33.** If you have suggestions for improving the quality of city programs, facilities, or services, please write your suggestions in the space below.
- _____
- _____
- _____

This concludes the survey – Thank you for your time!

Your responses will remain completely confidential. The information printed to the right will ONLY be used to help identify which areas of the city are having difficulties with city services. If your address is not correct, please provide the correct information. Thank you.

Please return your completed survey in the enclosed postage-paid envelope addressed to:

ETC Institute, 725 W. Frontier Circle, Olathe, KS 66061



OREGON CITY

2018 City of Oregon City Community Survey Item 7a.

Please take a few minutes to complete this survey. Your input is important to help Oregon City identify and respond to citizen concerns. If you have questions, please call Kristin Brown 503-496-1547.

1. **Perception of the City.** Please rate each of the following major categories of services provided by the City of Oregon City using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied."

How satisfied are you with...	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
01. Overall quality of police services	5	4	3	2	1	9
02. Overall quality of the city's recreation programs	5	4	3	2	1	9
03. Overall quality of city parks/trails/open space	5	4	3	2	1	9
04. Overall maintenance of city streets	5	4	3	2	1	9
05. Overall quality of city water utilities	5	4	3	2	1	9
06. Overall quality of city sewer services	5	4	3	2	1	9
07. Overall quality of Municipal Court Services	5	4	3	2	1	9
08. Overall enforcement of city codes and ordinances	5	4	3	2	1	9
09. Overall quality of customer service you receive from city employees	5	4	3	2	1	9
10. Overall effectiveness of city communication with the public	5	4	3	2	1	9
11. Overall effectiveness of city economic development efforts	5	4	3	2	1	9
12. Overall quality of the city's public library services	5	4	3	2	1	9
13. Overall quality of permit process	5	4	3	2	1	9

2. **Which THREE of the items listed in Question 1 do you think should receive the MOST EMPHASIS from city leaders over the next TWO years?** *[Write in your answers below using the numbers from the list in Question 1.]*

1st: ____ 2nd: ____ 3rd: ____

3. **Please rate each of the following items that may influence your perception of the City of Oregon City using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied."**

How satisfied are you with...	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
1. Overall quality of services provided by the City of Oregon City	5	4	3	2	1	9
2. Overall value that you receive for your tax dollars and fees	5	4	3	2	1	9
3. Overall image of the city	5	4	3	2	1	9
4. How well the city is supporting growth and development	5	4	3	2	1	9
5. Overall feeling of safety in the city	5	4	3	2	1	9
6. Availability of job opportunities	5	4	3	2	1	9
7. Availability of training or educational opportunities	5	4	3	2	1	9
8. Overall quality of new development	5	4	3	2	1	9
9. Overall development across the city	5	4	3	2	1	9

4. **Parks and Recreation.** Please rate your satisfaction with each of the following Parks and Recreation items using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied." Item 7a.

How satisfied are you with...	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
01. Quality of facilities (e.g. picnic shelters, playgrounds in city parks)	5	4	3	2	1	9
02. Quality of outdoor athletic fields (e.g., baseball, soccer, football)	5	4	3	2	1	9
03. Appearance and maintenance of existing city parks	5	4	3	2	1	9
04. Proximity of parks to your home	5	4	3	2	1	9
05. Quantity of city trails	5	4	3	2	1	9
06. Access to city parks for persons with disabilities	5	4	3	2	1	9
07. Quality of the Pioneer Community Center	5	4	3	2	1	9
08. Quality of the End of the Oregon Trail	5	4	3	2	1	9
09. Quality of the city's swimming pool	5	4	3	2	1	9
10. Quality of services for fees assessed with recreation programming (e.g. pool programs, admission, and camps)	5	4	3	2	1	9
11. Quality of recreational areas for dogs	5	4	3	2	1	9
12. Other: _____	5	4	3	2	1	9

5. Which TWO of the Parks and Recreation items listed in Question 4 do you think should receive the MOST EMPHASIS from city leaders over the next TWO years? [Write in your answers below using the numbers from the list in Question 4.]

1st: _____ 2nd: _____

6. How willing would you be to pay additional taxes or fees to acquire, develop, and maintain the types of parks, recreation, and trail facilities that are most important to your household?

____(1) Very willing ____ (3) Neutral ____ (5) Not at all willing
 ____ (2) Willing ____ (4) Not willing ____ (9) Don't know

7. How would you vote in a bond election to fund the acquisition, development, and maintenance of the types of parks, recreation, and trail facilities that are most important to your household?

____ (1) Vote in favor ____ (2) Might vote in favor ____ (3) Not sure ____ (4) Vote against

8. **Public Safety.** Please rate each of the public safety items listed below using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied."

How satisfied are you with...	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
1. The visibility of police in the community	5	4	3	2	1	9
2. The city's overall efforts to prevent crime	5	4	3	2	1	9
3. Enforcement of local traffic laws	5	4	3	2	1	9
4. Parking enforcement services	5	4	3	2	1	9
5. How quickly police respond to emergencies	5	4	3	2	1	9
6. Response to drug control	5	4	3	2	1	9
7. Response to property crime	5	4	3	2	1	9
8. Level of community outreach	5	4	3	2	1	9
9. Response to issues with transients	5	4	3	2	1	9

9. Which TWO of the public safety items listed in Question 8 do you think should receive the MOST EMPHASIS from city leaders over the next TWO years? [Write in your answers below using the numbers from the list in Question 8.]

1st: _____ 2nd: _____

10. **Communication.** Where do you currently get news and information about city programs, services and events? *[Check all that apply.]* Item 7a.

- | | |
|---|---|
| <p>____ (01) "Trail News" quarterly publication</p> <p>____ (02) City website</p> <p>____ (03) Newspaper</p> <p>____ (04) Friends</p> <p>____ (05) Radio</p> <p>____ (06) Social media (Facebook, Twitter, Instagram, LinkedIn)</p> <p>____ (07) Public meetings</p> <p>____ (08) City's mobile app ("GO Request")</p> <p>____ (09) YouTube</p> | <p>____ (10) Citizen Involvement Committee</p> <p>____ (11) TV local news</p> <p>____ (12) Nextdoor</p> <p>____ (13) Neighborhood Association</p> <p>____ (14) Utility bill</p> <p>____ (15) Flyers</p> <p>____ (16) E-Newsletter</p> <p>____ (17) Other: _____</p> |
|---|---|

- 10a. From which **TWO** sources listed in Question 10 would you **MOST PREFER** to get information from the city? *[Write in your answers below using the numbers from the list in Question 10.]*

1st: _____ 2nd: _____

- 10b. How frequently would you like to receive information from the city? *[Write in your top two choices using numbers from the list below, or circle "Don't Know."]*

1. Daily 2. Weekly 3. Monthly 4. Quarterly

1st: _____ 2nd: _____ Don't Know

11. Which of the following types of information would you like to receive from the City of Oregon City? *[Check all that apply.]*

- | | |
|--|--|
| <p>____ (1) The City Commission's goals and objectives</p> <p>____ (2) Public safety (police)</p> <p>____ (3) Public works (infrastructure and transportation updates)</p> <p>____ (4) Special events</p> <p>____ (5) Community-based stories (what is going on locally)</p> | <p>____ (6) Economic development</p> <p>____ (7) Library services and programs</p> <p>____ (8) Parks and Recreation programs and services</p> <p>____ (9) Other: _____</p> |
|--|--|

12. Please rate each of the communication items listed below using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied."

How satisfied are you with...	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
1. The availability of information about city programs and services	5	4	3	2	1	9
2. Overall quality of the city's website	5	4	3	2	1	9
3. The level of public involvement in decision making	5	4	3	2	1	9
4. Timeliness of information provided by the city	5	4	3	2	1	9
5. The quality of content on social media (Facebook, Twitter, Instagram)	5	4	3	2	1	9
6. City's mobile app (GO request)	5	4	3	2	1	9

13. **Code Enforcement.** Using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied," please rate your satisfaction with each of the following code enforcement items.

How satisfied are you with...	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
1. Enforcing the cleanup of litter and debris on private property	5	4	3	2	1	9
2. Enforcing the mowing/trimming of grass and weeds on private property	5	4	3	2	1	9
3. Enforcing codes designed to protect public safety and health	5	4	3	2	1	9
4. Enforcing sign regulation	5	4	3	2	1	9

14. Which **TWO** of the code enforcement items listed in Question 13 do you think should receive the **MOST EMPHASIS** from city leaders over the next **TWO** years? *[Write in your answers below using the numbers from the list in Question 13.]*

1st: _____ 2nd: _____

15. **Transportation and Infrastructure.** Please rate each of the following street maintenance/items using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied." Item 7a.

How satisfied are you with...	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
01. Maintenance of major city streets	5	4	3	2	1	9
02. Maintenance of streets in your neighborhood	5	4	3	2	1	9
03. Snow and ice response on major city streets	5	4	3	2	1	9
04. Adequacy of city street lighting in your neighborhood	5	4	3	2	1	9
05. Condition of sidewalks in your neighborhood	5	4	3	2	1	9
06. On-street bicycle infrastructure (bike lanes/signs/arrows)	5	4	3	2	1	9
07. Accessibility of public transportation options	5	4	3	2	1	9
08. Availability of safe pedestrian ways on major streets and routes	5	4	3	2	1	9
09. Availability of safe pedestrian ways in your neighborhood	5	4	3	2	1	9
10. Quality of sidewalks for people with mobility challenges	5	4	3	2	1	9
11. Traffic calming measures in your neighborhood, for example traffic circles, speed humps, or radar speed signs	5	4	3	2	1	9
12. Alternative means of transportation such as transit, bicycling, walking	5	4	3	2	1	9

16. Which TWO of the transportation and infrastructure items listed in Question 15 do you think should receive the MOST EMPHASIS from city leaders over the next TWO years? [Write in your answers below using the numbers from the list in Question 15.]

1st: _____ 2nd: _____

17. **Public Library Services.** Using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied," please rate your satisfaction with each of the following Public Library services.

How satisfied are you with...	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
01. Selection of physical resources available (books, CD's, and DVD's)	5	4	3	2	1	9
02. Selection of digital resources available online (e.g. eBooks, downloadable audio, streaming films)	5	4	3	2	1	9
03. Events for seniors	5	4	3	2	1	9
04. Events for adults (e.g. informational, literary, participatory, entertainment)	5	4	3	2	1	9
05. Events for teens (e.g. Teen Advisory Council, crafts, summer reading)	5	4	3	2	1	9
06. Events for children (e.g. early literacy development, story times, summer reading program)	5	4	3	2	1	9
07. Reader's Advisory (help finding something to read)	5	4	3	2	1	9
08. Selection of reference and research tools	5	4	3	2	1	9
09. Access to computers and library Wi-Fi	5	4	3	2	1	9
10. Ease of booking meeting rooms	5	4	3	2	1	9
11. Library as hub of community information	5	4	3	2	1	9
12. Outreach-programs and/or services in the community outside of the library	5	4	3	2	1	9

18. Which TWO of the public library items listed in Question 17 do you think should receive the MOST EMPHASIS from city leaders over the next TWO years? [Write in your answers below using the numbers from the list in Question 17.]

1st: _____ 2nd: _____

19. How do you get information about the library? [Check all that apply.]

Item 7a.

- ☐ (01) E-newsletter ☐ (05) Blogs ☐ (09) Others social media
☐ (02) Library Staff ☐ (06) Flyers ☐ (10) Trail News
☐ (03) Word of mouth ☐ (07) Newspaper ☐ (11) Other: _____
☐ (04) City's website ☐ (08) Library's social media

20. Capital Investments. Funding for capital investments is limited. For some projects, such as Meyers Road and Highway 213, the city looks for substantial federal, state, and regional grant funds to pay for the majority of the costs. But for other projects, such as park improvements or sidewalk maintenance, we have to use local tax dollars. In looking at how we should spend your local tax dollars on capital projects over the next decade, please indicate which FIVE of the projects listed below should be the TOP PRIORITIES. [Write in your answers using the numbers from the list below.]

- | | |
|---|---|
| 1. Recreation facilities such as Pioneer Community Center and city pool | 5. Intersection/Road corridor improvements to improve non-motorized access and traffic flow |
| 2. Park improvements and maintenance | 6. Willamette Falls Legacy Project |
| 3. Road maintenance/pavement preservation (such as overlay projects) | 7. Tourism |
| 4. Sidewalks | 8. Natural habitat restoration |

1st: _____ 2nd: _____ 3rd: _____ 4th: _____ 5th: _____

21. Service Expectations. Using a scale of 1 to 5, where 5 means the level of service provided by the city should be "Much Higher" than it is now and 1 means it should be "Much Lower," please indicate how the level of service provided by the city should change in each of the areas listed below.

	Much Higher	A Little Higher	Stay the Same	Little Lower	Much Lower	Don't Know
1. Law enforcement	5	4	3	2	1	9
2. Parks, trails, and open space	5	4	3	2	1	9
3. Recreation facilities and programs	5	4	3	2	1	9
4. Transportation facilities and programs (street maintenance, new sidewalks, added bike lanes)	5	4	3	2	1	9
5. Utility infrastructure (water, sewer, and drainage system upgrades)	5	4	3	2	1	9
6. City's Public Library	5	4	3	2	1	9
7. City's Code Enforcement	5	4	3	2	1	9
8. City's permit review	5	4	3	2	1	9

21a. Would you be willing to pay more in taxes or fees to support an increase in the service level?

- ☐ (1) Yes ☐ (3) Not applicable; I do not think any levels of service need to be higher
☐ (2) No ☐ (9) Don't know

22. Please rate Oregon City using a scale of 1 to 5, where 5 means "Excellent" and 1 means "Poor," with regard to each of the following.

How would you rate Oregon City...	Excellent	Good	Neutral	Below Average	Poor	Don't Know
1. As a place to live	5	4	3	2	1	9
2. As a place to raise children	5	4	3	2	1	9
3. As a place to work	5	4	3	2	1	9
4. As a place with a variety of housing choices	5	4	3	2	1	9
5. As a place to shop	5	4	3	2	1	9
6. As a place for dining and entertainment options	5	4	3	2	1	9
7. Overall quality of life in the city	5	4	3	2	1	9
8. As a place to connect and interact with your neighbors	5	4	3	2	1	

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23. Customer Service. Have you called, emailed, or visited the city with a question, problem, or complaint during the past year?

Item 7a.

____(1) Yes [Answer Q23a-c.] ____ (2) No [Skip to Q24.] ____ (9) Don't Know [Skip to Q24.]

23a. How easy was it to contact the person you needed to reach?

____(1) Very easy ____ (3) Difficult ____ (9) Don't know
 ____ (2) Somewhat easy ____ (4) Very difficult

23b. What department did you contact? [Check all that apply.]

____ (01) Police ____ (07) Financial Services/Utility Billing
 ____ (02) Code Enforcement ____ (08) Transportation Services (streets)
 ____ (03) Community Development (permits) ____ (09) Administration (public records)
 ____ (04) Parks and Recreation ____ (10) Public Works (water/sewer/solid waste)
 ____ (05) Oregon City Public Library ____ (11) Municipal Court
 ____ (06) Event Permits ____ (12) Other: _____

23c. Several factors that may influence your perception of the quality of customer service you receive from city employees are listed below. For each item, please rate how often the employees you have contacted during the past year have displayed the behavior described on a scale of 1 to 5, where 5 means "Always" and 1 means "Never."

Frequency that...	Always	Usually	Sometimes	Seldom	Never	Don't Know
1. They were courteous and polite	5	4	3	2	1	9
2. They gave prompt, accurate, and complete answers to questions	5	4	3	2	1	9
3. They did what they said they would do in a timely manner	5	4	3	2	1	9
4. They helped you resolve an issue to your satisfaction	5	4	3	2	1	9

24. Land Development. Using a scale of 1 to 5, where 5 means "Much Too Slow" and 1 means "Much Too Fast," please rate the city's current pace of development in each of the following areas.

Growth Management	Much Too Slow	Too Slow	Just Right	Too Fast	Much Too Fast	Don't Know
1. Employment opportunities	5	4	3	2	1	9
2. Office development	5	4	3	2	1	9
3. Retail/Restaurants/Services	5	4	3	2	1	9
4. Technology and other industry	5	4	3	2	1	9
5. Housing options for aging population	5	4	3	2	1	9
6. Apartments	5	4	3	2	1	9
7. Townhomes/Row houses	5	4	3	2	1	9
8. Entry level single family homes	5	4	3	2	1	9
9. Single Family Homes (e.g. large lots/homes)	5	4	3	2	1	9

25. Community amenities provided by the city can enhance the quality of life in Oregon City. If you could identify ONE new community amenity that could be provided by the city, what would it be?

25a. If you listed something in Question 25, Would you be willing to pay more in taxes or fees to support this new community amenity?

____(1) Yes ____ (2) No

Demographics

Item 7a.

26. Approximately how many years have you lived in Oregon City? _____ years
27. What is the preferred language spoken in your home? _____
28. What is your age? _____ years
29. How many children under age 18 live in your household? _____ children
30. What is your gender? _____(1) Male _____(2) Female
31. Would you say your total annual household income is...
- | | | |
|--------------------------------|----------------------------------|----------------------------------|
| _____ (1) Under \$50,000 | _____ (3) \$75,000 to \$99,999 | _____ (5) \$150,000 to \$199,999 |
| _____ (2) \$50,000 to \$74,999 | _____ (4) \$100,000 to \$149,999 | _____ (6) \$200,000 or more |
32. If you have suggestions for improving the quality of city programs, facilities, or services, please write your suggestions in the space below.
- _____
- _____
- _____

This concludes the survey – Thank you for your time!

Please return your completed survey in the enclosed postage-paid envelope addressed to:
ETC Institute, 725 W. Frontier Circle, Olathe, KS 66061

Your responses will remain completely confidential. The information printed to the right will ONLY be used to help identify which areas of the city are having difficulties with city services. If your address is not correct, please provide the correct information. Thank you.

City of Oregon City Community Survey

Findings Report

...helping organizations make better decisions since 1982

2018

Submitted to the City of Oregon City, Oregon

By:
ETC Institute
725 W. Frontier Lane,
Olathe, Kansas
66061

November 2018





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2018 City of Oregon City Community Survey

Executive Summary

Purpose and Methodology

ETC Institute administered a survey to residents of the City of Oregon City during the summer of 2018. The purpose of the survey was to help the City of Oregon City ensure that the City's priorities continue to match the needs and desires of residents. The information provided will be used to improve existing services and help the City better understand the evolving needs of residents of Oregon City.

The seven-page survey, cover letter and postage paid return envelope were mailed to a random sample of households in the City of Oregon City. The cover letter explained the purpose of the survey and encouraged residents to either return their survey by mail or complete the survey online. At the end of the online survey, residents were asked to enter their home address, this was done to ensure that only responses from residents who were part of the random sample were included in the final survey database.

Ten days after the surveys were mailed, ETC Institute sent emails and placed phone calls to the households that received the survey to encourage participation. The emails contained a link to the online version of the survey to make it easy for residents to complete the survey. To prevent people who were not residents of Oregon City from participating, everyone who completed the survey online was required to enter their home address prior to submitting the survey. ETC Institute then matched the addresses that were entered online with the addresses that were originally selected for the random sample. If the address from a survey completed online did not match one of the addresses selected for the sample, the online survey was not counted.

The goal was to obtain completed surveys from at least 300 residents. The goal was exceeded with a total of 307 residents completing the survey. The overall results for the sample of 307 households have a precision of at least $\pm 5.57\%$ at the 95% level of confidence.

The percentage of "don't know" responses has been excluded from many of the graphs shown in this report to facilitate valid comparisons of the results from Oregon City with the results from other communities in ETC Institute's *DirectionFinder*® database. Since the number of "don't know" responses often reflect the utilization and awareness of City services, the percentage of "don't know" responses have been provided in the tabular data section of this report. When the "don't know" responses have been excluded, the text of this report will indicate that the responses have been excluded with the phrase *"who had an opinion."*

This report contains:

- An executive summary of the methodology for administering the survey and major findings,
- benchmarking data that shows how the results for Oregon City compare to other communities,
- importance-satisfaction analysis: this analysis was done to determine priority actions for the City to address based upon the survey results,
- tables that show the results of the random sample for each question on the survey,
- a copy of the survey instrument.

Overall Satisfaction with Major Categories of City Services

The major categories of City services that had the highest levels of satisfaction, based upon the combined percentage of “very satisfied” and “satisfied” responses among residents *who had an opinion*, were: the overall quality of City’s public library services (83%), overall quality of police services (80%), and the overall quality of City sewer services (65%). Satisfaction with the overall quality of the City’s public library services ranked ten-percent (10%) above the national average for library services (Oregon City 84% versus the United States 74%). Satisfaction with the overall quality of police services also ranked ten-percent (10%) above both the national and regional average for police services (Oregon City 80% versus the United States 70% and Northwest Region 70%). The major categories of City services that respondent households indicated they felt should receive the most emphasis over the next two years, based on the sum of the top three choices, were: overall maintenance of City streets (51%), overall effectiveness of City economic development efforts (43%), and the overall quality of City parks/trails/open space (34%).

Overall Satisfaction with Perceptions of the City

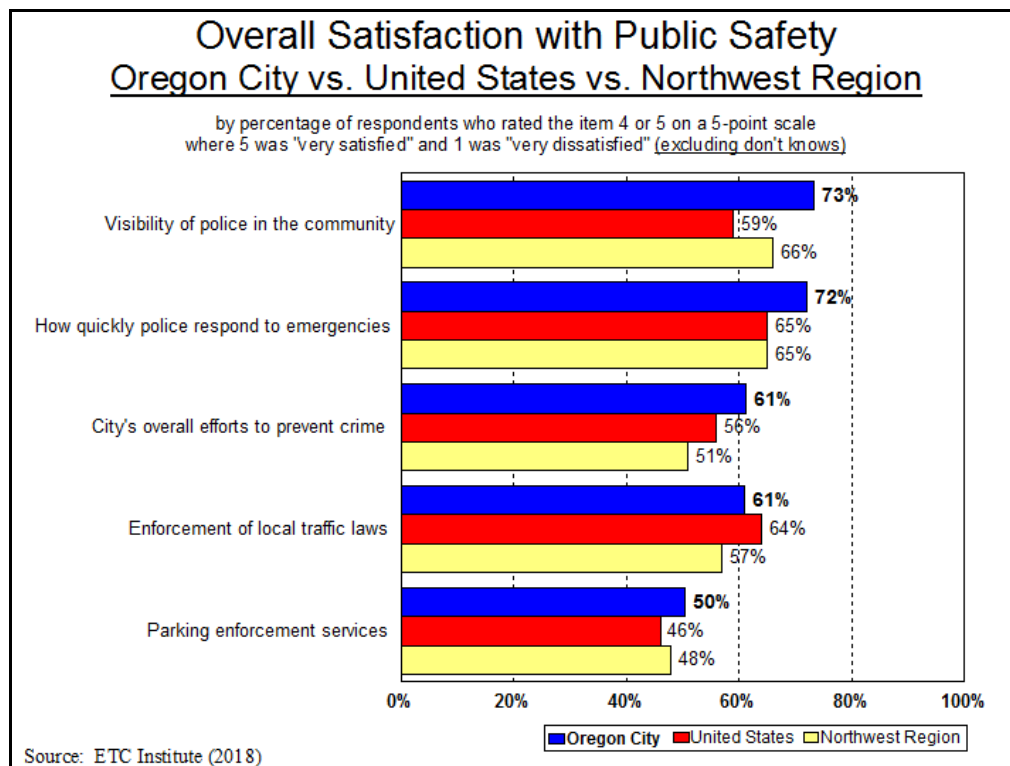
The highest levels of satisfaction with items that influence perceptions of the City, based upon the combined percentage of “very satisfied” and “satisfied” responses among residents *who had an opinion*, were: the overall quality of services provided by the City of Oregon City (64%), the overall feeling of safety in the City (57%), the overall image of the City (52%), and the availability of training or educational opportunities (51%).

Ratings of Oregon City

The highest overall ratings of Oregon City, based upon the combined percentage of “excellent” and “good” responses among residents *who had an opinion*, were: Oregon City as a place to live (84%), as a place to raise children (76%), and the overall quality of life in the City (69%). Oregon City’s ranking as being a place to live ranked eighteen percent (18%) above the regional average and fourteen percent (14%) above the national average (Oregon City 84% versus the United States 70% and Northwest Region 66%). Oregon City’s ranking as being a place to raise children also ranked above both national and regional averages (Oregon City 76% versus the United States 68% and the Northwest Region 61%).

Satisfaction with Specific City Services

- Public Safety.** The highest levels of satisfaction with public safety services, based upon the combined percentage of “very satisfied” and “satisfied” responses among residents *who had an opinion*, were: the visibility of police in the community (73%), how quickly police respond to emergencies (72%), the City’s overall efforts to prevent crime (61%), and the enforcement of local traffic laws (61%). Satisfaction with the visibility of police in the community ranked fourteen percent (14%) above the national average (Oregon City 73% versus the United States 59%). The public safety services that respondent households felt should receive the most emphasis over the next two years, based on the sum of the top two choices, were: response to issues with transients (59%), the City’s overall efforts to prevent crime (26%), and the response to drug control (23%).



- Parks and Recreation.** The highest levels of satisfaction with parks and recreation services, based upon the combined percentage of “very satisfied” and “satisfied” responses among residents *who had an opinion*, were: the proximity of parks to the home (72%), the quality of facilities (66%), and the appearance and maintenance of existing City parks (65%). The parks and recreation services that should receive the most emphasis over the next two years, based upon the sum of the respondent’s top two choices, were: appearance & maintenance of existing City parks (30%), quality of recreational areas for dogs (22%), the quantity of City trails (21%), and the quality of facilities (21%). Respondent household’s satisfaction with the quality of facilities ranked six-percent (6%) above the regional average (Oregon City 66% versus the Northwest Region 60%).

- **Customer Service.** Forty-four percent (44%) of respondents indicated they have called, emailed, or visited the City with a question, problem, or complaint during the past year. Of those who contacted the City, thirty-nine percent (39%) indicated it was “very easy,” 38% indicated it was “somewhat easy,” 15% indicated it was “difficult,” and 5% indicated it was “very difficult” to contact the person they needed to reach. Of the households who contacted the City during the past year; thirty-seven percent (37%) contacted the code enforcement department, 31% contacted the public works department, and 25% contacted the police department. Over three-quarters (84%) of respondents who had contacted the City indicated that the City employees were always (55%) or usually (29%) courteous & polite.
- **City Communication.** The highest levels of satisfaction with City communication, based upon the combined percentage of “very satisfied” and “satisfied” responses among residents *who had an opinion*, were: the availability of information about City programs & services (40%), the overall quality of the City’s website (39%), and the quality of content on social media (36%).
 - The top four news and information sources that respondent households have used to receive information about city programs, services and events, were: “Trail News” quarterly publication (71%), social media (44%), friends (34%) and the TV local news (30%). The highest rated sources that respondent households indicated they would most prefer to receive their information from were: “Trail News” quarterly publication (44%) and social media (27%).
 - The most popular frequency that respondent households would like to receive information from the City, based on the sum of respondents’ top two choices, was monthly (73%).
 - The types of information that respondent households indicated they would like to receive from the City are: information about public safety (75%), special events (72%), and information about public works (67%).
- **Code Enforcement.** The highest levels of satisfaction with City code enforcement, based upon the combined percentage of “very satisfied” and “satisfied” responses among residents *who had an opinion*, were: enforcing codes designed to protect public safety (38%) and enforcing sign regulations (35%). The two code enforcement items that respondents indicated should receive the most emphasis over the next two years were: enforcing cleanup of litter & debris on private property (66%) and enforcing codes designed to protect public safety (49%).
- **Transportation and Infrastructure.** The highest levels of satisfaction with City street maintenance/service items, based upon the combined percentage of “very satisfied” and “satisfied” responses among residents *who had an opinion*, were: adequacy of City street lighting in neighborhoods (70%), maintenance of major City streets (55%), snow and ice response on major City streets (53%), and the maintenance of streets in neighborhoods (53%). The traffic and infrastructure services that respondents felt should receive the most emphasis over the next two years, based on the sum of the top two choices, were:

maintenance of major City streets (32%) and the maintenance of streets in neighborhoods (25%).

- **Public Library.** The highest levels of satisfaction with the City's public library services, based upon the combined percentage of "very satisfied" and "satisfied" responses among residents *who had an opinion*, were: access to computers & library Wi-Fi (72%), selection of digital resources available online (69%), and selection of physical resources available (69%). The two highest rated public library items that respondents indicated should receive the most emphasis over the next two year were: selection of physical resources available (21%) and the outreach-programs and/or services in the community outside of library (14%).
 - Thirty-nine percent (39%) of respondent households indicated they receive their information about the library from "Trail News".

Additional Findings

- Respondent households were asked what their willingness to pay additional taxes/fees to acquire, develop, and maintain parks, recreation, and trail facilities. In which, ten percent (10%) indicated they were "very willing," 27% were "willing," 26% were "neutral," 17% were "not willing," and 20% were "not at all willing".
- Survey respondents were asked how they would vote if there was a bond election to fund the acquisition, development, and maintenance of parks, recreation, and trail facilities that were most important to them. Twenty-eight percent (28%) indicated they would "vote in favor," 29% indicated they "might vote in favor," 20% indicated they were "not sure," and 24% indicated they would "vote against".
- The capital investment items that are of top priorities to respondent households, based upon the sum of the respondent's five choices, were: road maintenance/pavement preservation (75%) and park improvements & maintenance (69%).
- The highest levels of service expectations provided by the City, based upon the combined percentage of "much higher" and "a little higher" responses among residents *who had an opinion*, were: transportation facilities & programs (75%), parks, trails, & open space (59%), and recreation facilities and programs (51%).
- Thirty-eight percent (38%) of respondent households indicated they would be willing to pay more in taxes or fees to support an increase in the service level, 31% respondent households indicated they would not be willing to pay additional taxes to support an increase in the service level, and 28% indicated they "don't know".
- The highest ratings for land development and growth management by the City, based upon the "just right" responses among residents *who had an opinion*, were: office development (57%), single family homes (45%), and apartments (44%).
- Over half (67%) of respondent households indicated they would be willing to pay more in taxes or fees to support a new community amenity that could be provided by the City.

Investment Priorities

Recommended Priorities for the Next Two Years. In order to help the City identify investment priorities for the next two years, ETC Institute conducted an Importance-Satisfaction (I-S) analysis. This analysis examined the importance residents placed on each City service and the level of satisfaction with each service. By identifying services of high importance and low satisfaction, the analysis identified which services will have the most impact on overall satisfaction with City services over the next two years. If the City wants to improve its overall satisfaction rating, the City should prioritize investments in services with the highest Importance Satisfaction (I-S) ratings. Details regarding the methodology for the analysis are provided in Section 3 of this report.

Overall Priorities for the City by Major Category. This analysis reviewed the importance of and satisfaction with major categories of City services. This analysis was conducted to help set the overall priorities for the City. Based on the results of this analysis, the major services that are recommended as the top priorities for investment over the next two years to raise the City's overall satisfaction rating are listed below:

- Overall maintenance of City streets (IS=0.2811)
- Overall effectiveness of City economic development efforts (IS=0.2686)
- Overall enforcement of City codes & ordinances (IS=0.1465)
- Overall quality of City parks/trails/open space (IS=0.1286)
- Overall effectiveness of City communication with the public (IS=0.1129)

The table below shows the importance-satisfaction rating for all 13 major categories of City services that were rated.

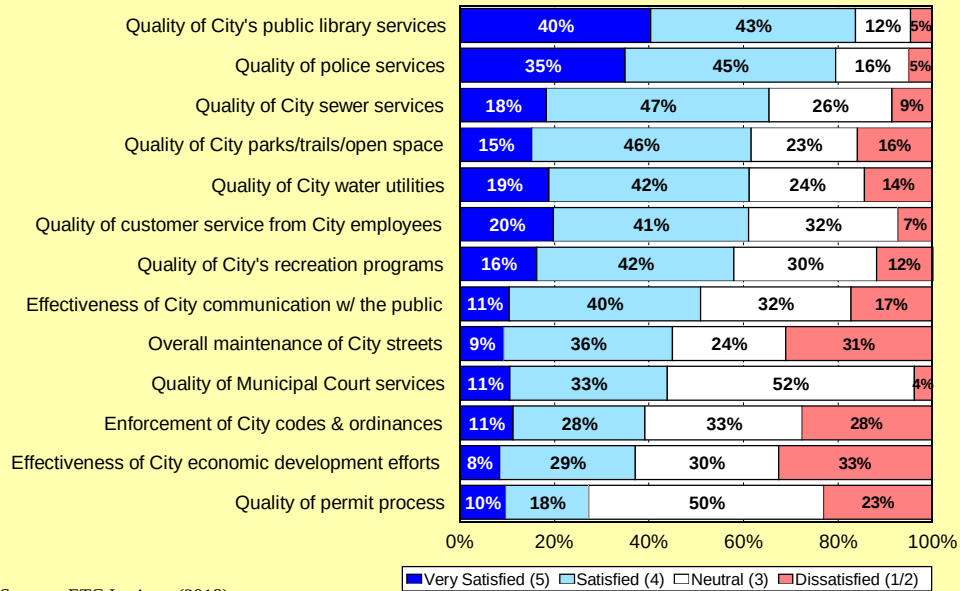
2018 Importance-Satisfaction Rating Oregon City, OR Major Categories of City Services						
Category of Service	Most Important %	Most Important Rank	Satisfaction %	Satisfaction Rank	Importance-Satisfaction Rating	I-S Rating Rank
Very High Priority (IS >.20)						
Overall maintenance of City streets	51%	1	45%	9	0.2811	1
Overall effectiveness of City economic development efforts	43%	2	37%	12	0.2686	2
High Priority (IS .10-.20)						
Overall enforcement of City codes & ordinances	24%	4	39%	11	0.1465	3
Overall quality of City parks/trails/open space	34%	3	62%	4	0.1286	4
Overall effectiveness of City communication with the public	23%	6	51%	8	0.1129	5
Medium Priority (IS <.10)						
Overall quality of permit process	12%	9	27%	13	0.0894	6
Overall quality of City's recreation programs	19%	7	58%	7	0.0777	7
Overall quality of City water utilities	15%	8	61%	5	0.0590	8
Overall quality of police services	24%	5	80%	2	0.0494	9
Overall quality of customer service you receive from City employees	7%	10	61%	6	0.0280	10
Overall quality of City sewer services	6%	11	65%	3	0.0194	11
Overall quality of Municipal Court services	2%	13	44%	10	0.0090	12
Overall quality of City's public library services	5%	12	84%	1	0.0073	13

Section 1

Charts and Graphs

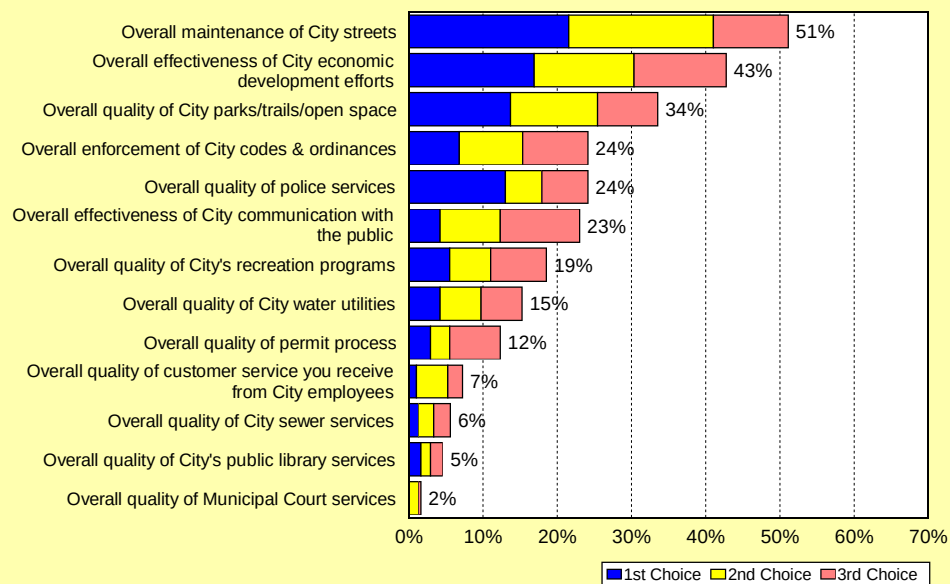
Q1. Overall Satisfaction with City Services by Major Category

by percentage of respondents who rated the item as a 1 to 5 on a 5-point scale (excluding don't knows)



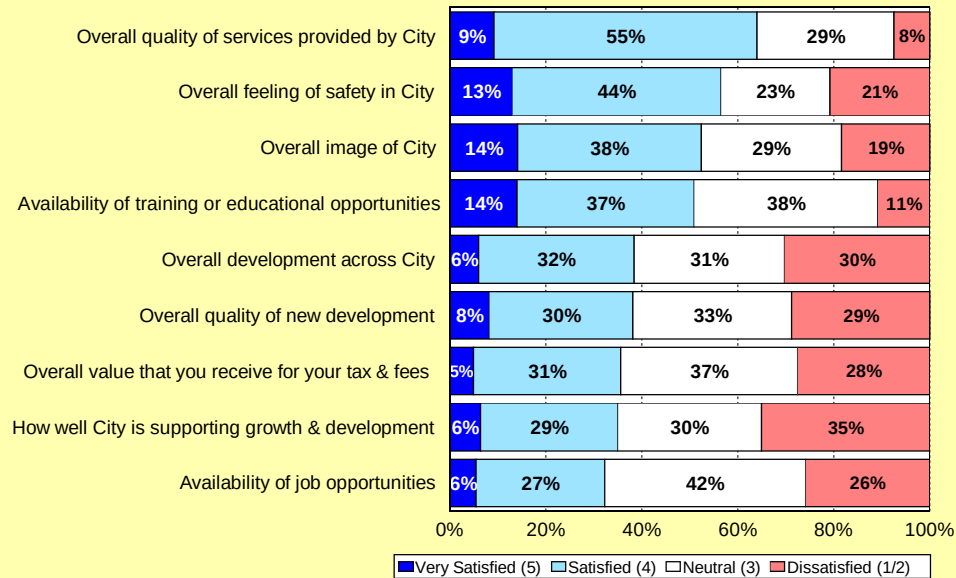
Q2. City Services That Should Receive the Most Emphasis Over the Next Two Years

by percentage of respondents who selected the item as one of their top three choices



Q3. Satisfaction with Items That Influence Perceptions of the City

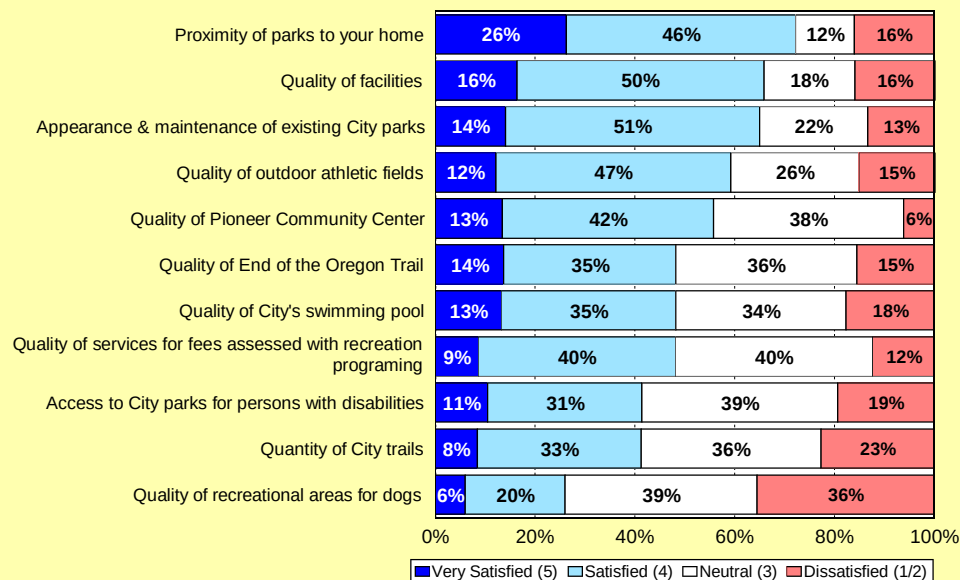
by percentage of respondents who rated the item as a 1 to 5 on a 5-point scale (excluding don't knows)



Source: ETC Institute (2018)

Q4. Satisfaction with Various Aspects of Parks and Recreation Services

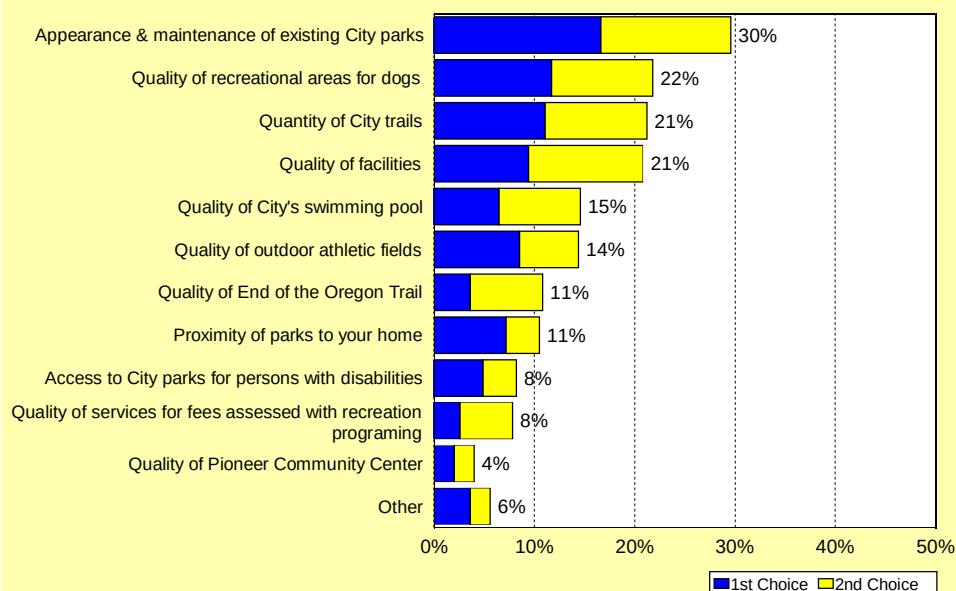
by percentage of respondents who rated the item as a 1 to 5 on a 5-point scale (excluding don't knows)



Source: ETC Institute (2018)

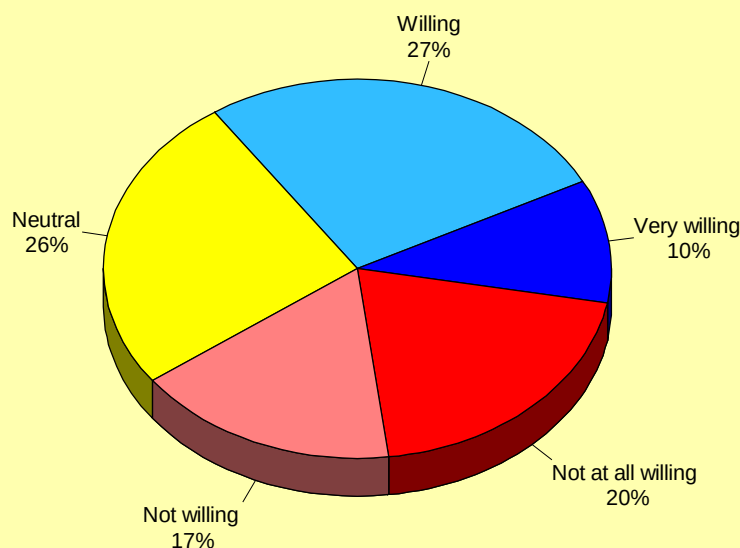
Q5. Parks and Recreation Services That Should Receive the Most Emphasis Over the Next Two Years

by percentage of respondents who selected the item as one of their top two choices



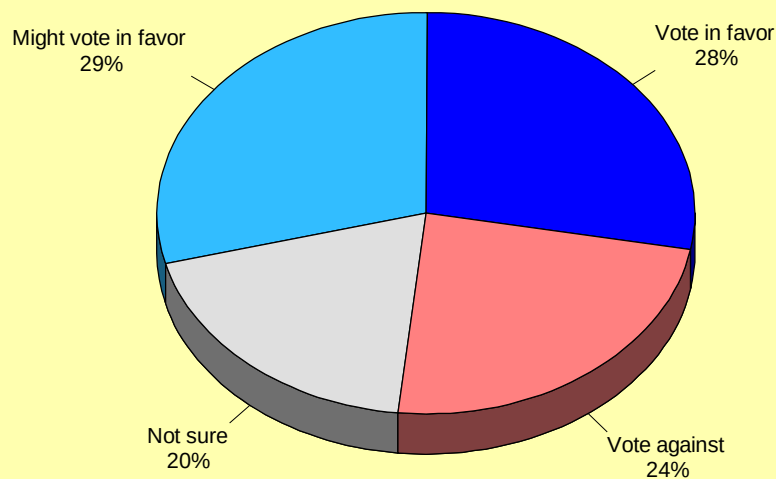
Q6. Willingness to Pay Additional Taxes or Fees to Acquire, Develop, & Maintain Parks, Recreation, & Trail Facilities

by percentage of respondents



Q7. How would you vote in a bond election to fund the acquisition, development, & maintenance of the types of parks, recreation & trail facilities most important to your household?

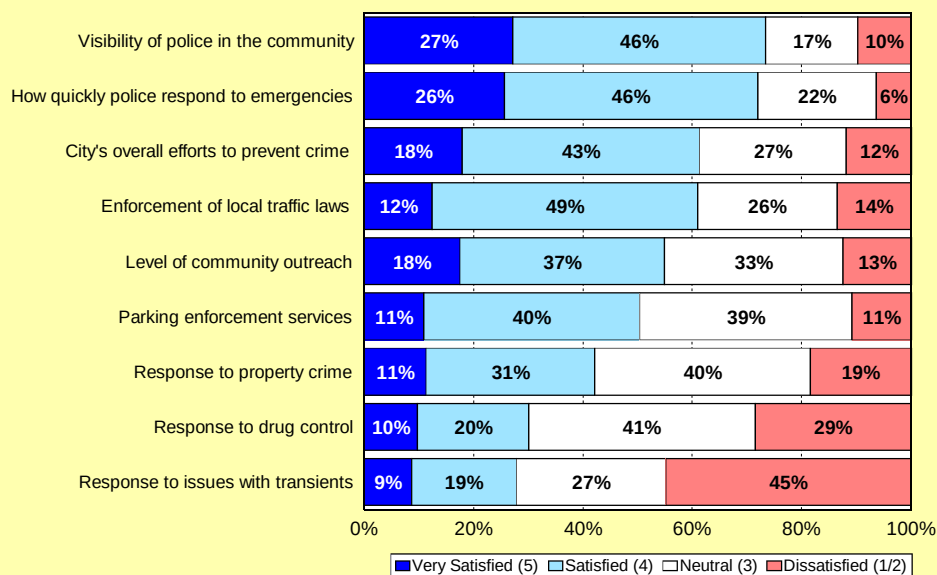
by percentage of respondents



Source: ETC Institute (2018)

Q8. Satisfaction with Various Aspects of Public Safety Services

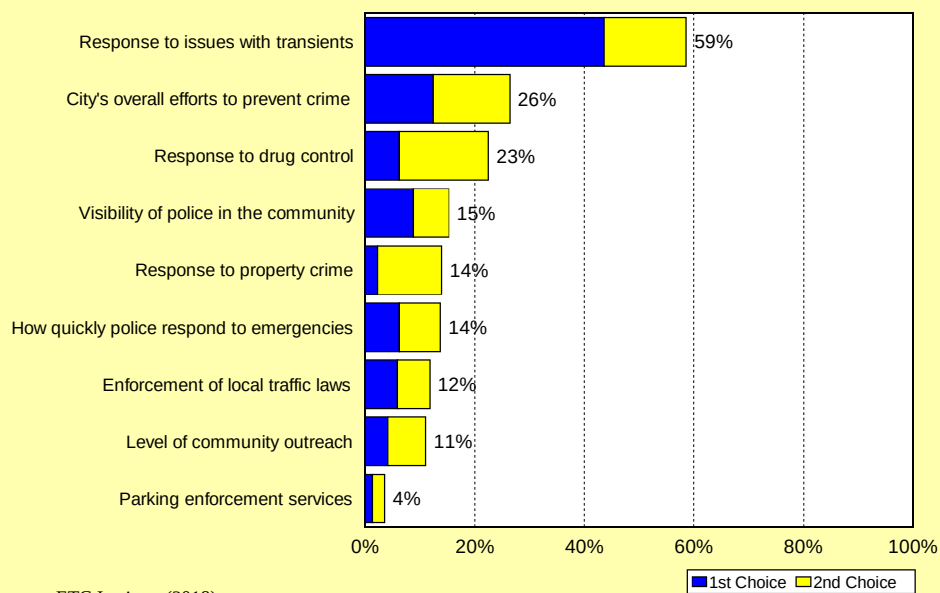
by percentage of respondents who rated the item as a 1 to 5 on a 5-point scale (excluding don't knows)



Source: ETC Institute (2018)

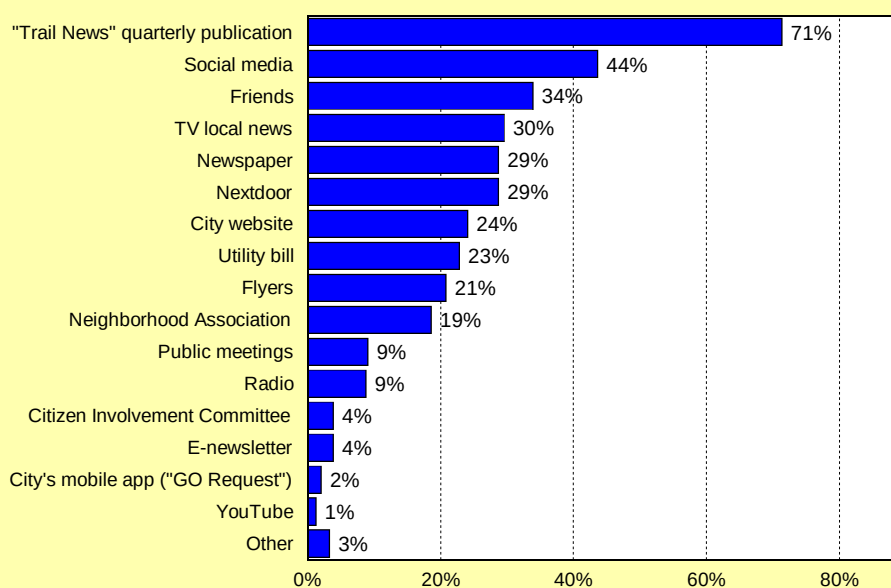
Q9. Public Safety Services That Should Receive the Most Emphasis Over the Next Two Years

by percentage of respondents who selected the item as one of their top two choices



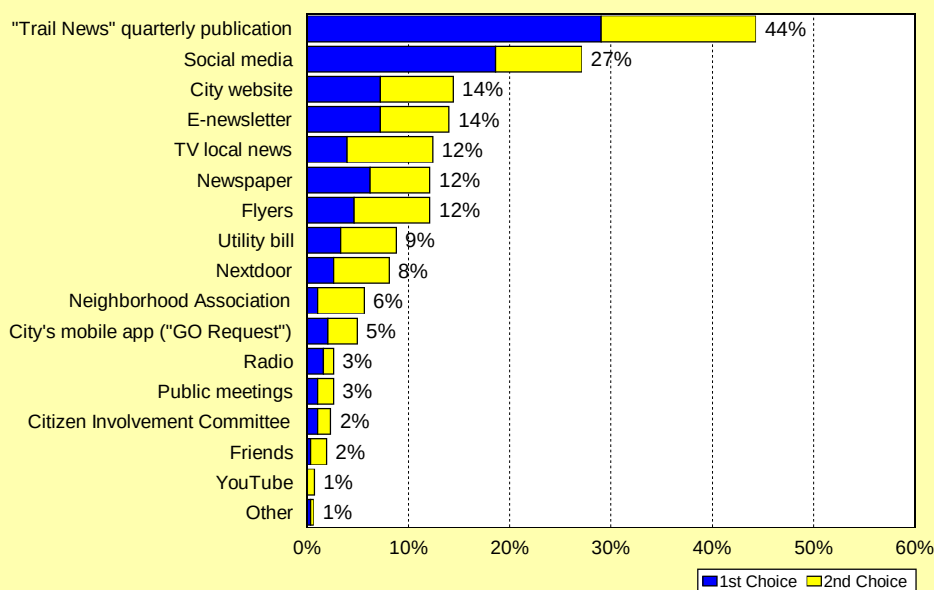
Q10. Where do you currently get news & information about City programs, services, and events?

by percentage of respondents (multiple choices could be made)



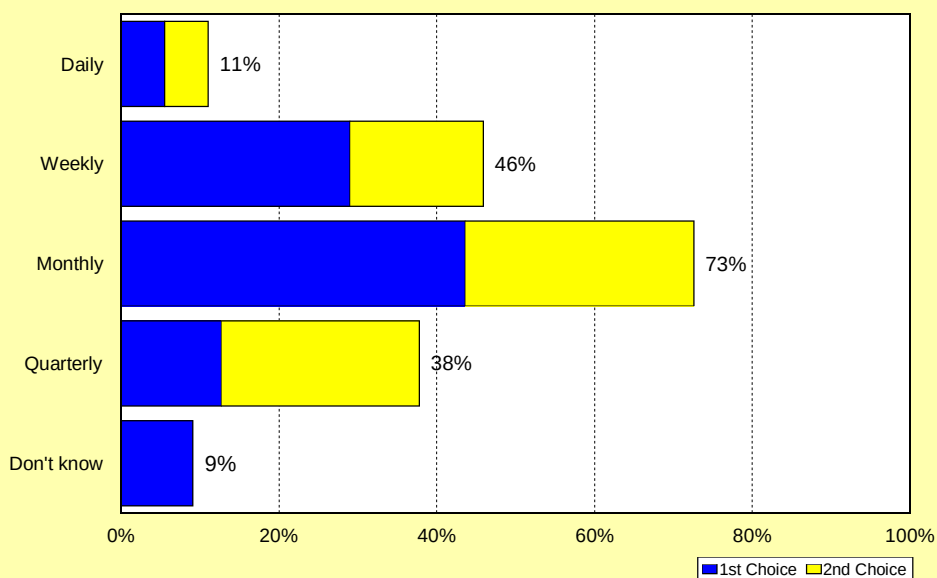
Q10a. Most Preferred Ways to Get Information from the City

by percentage of respondents who selected the item as one of their top two choices



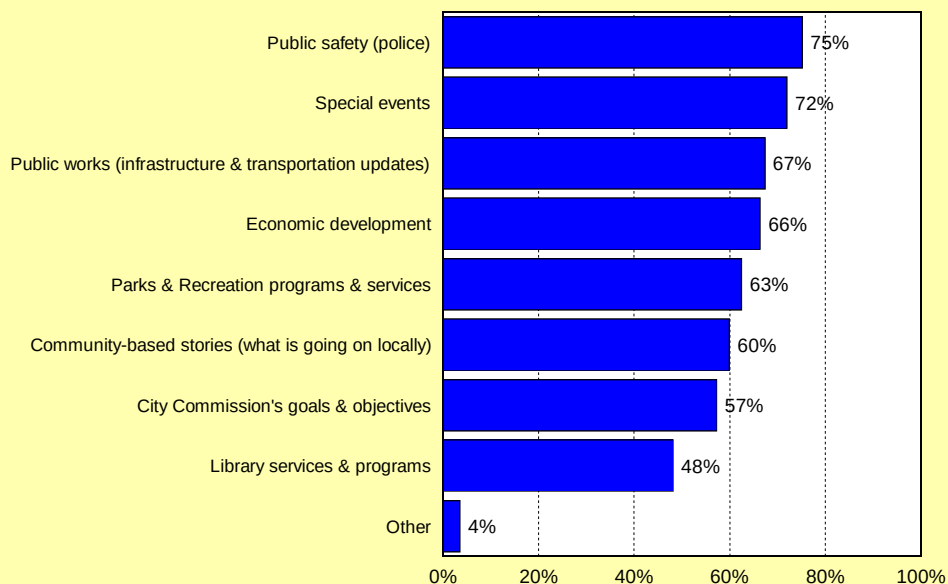
Q10b. How Frequently Respondents Would Like to Receive Information From the City

by percentage of respondents who selected the item as one of their top two choices



Q11. Types of Information Would Like to Receive From the City of Oregon City

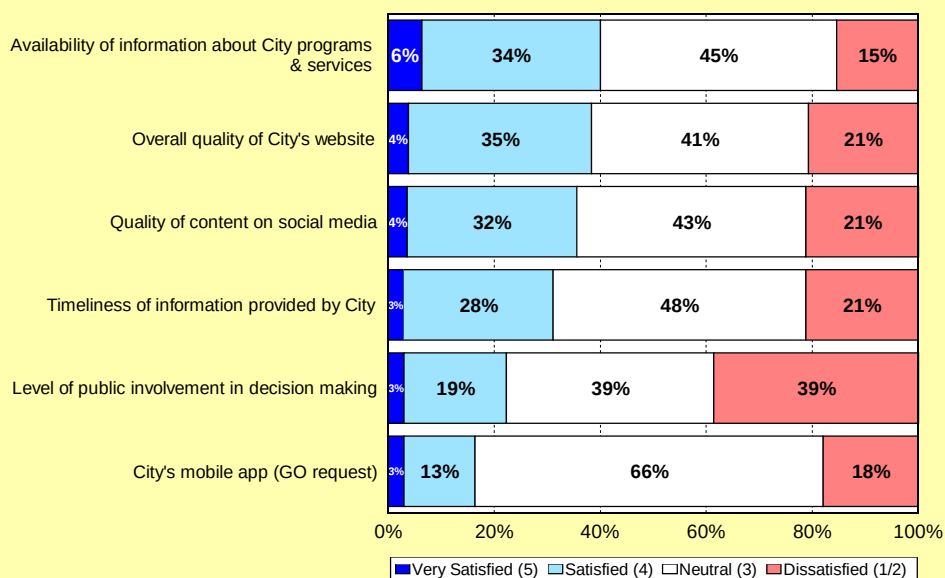
by percentage of respondents (multiple choices could be made)



Source: ETC Institute (2018)

Q12. Satisfaction with Various Aspects of City Communication

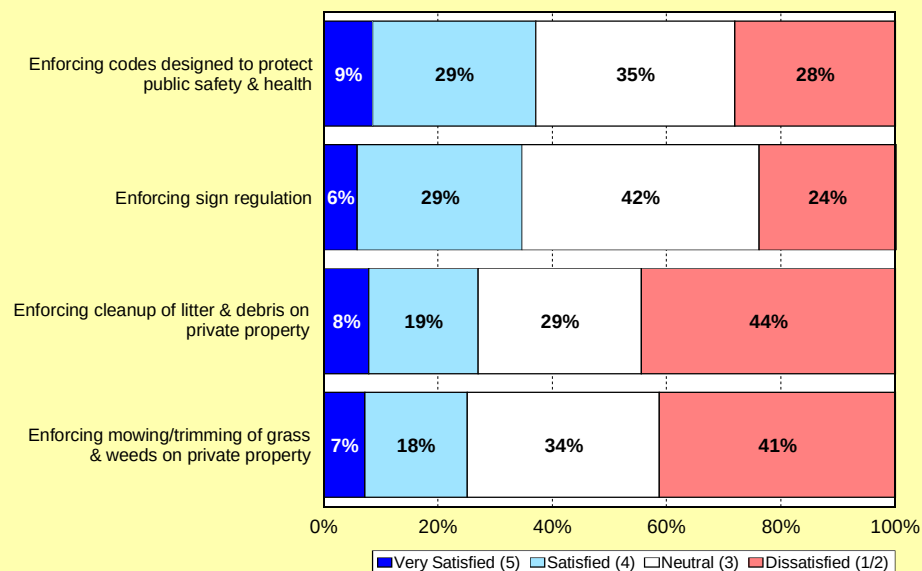
by percentage of respondents who rated the item as a 1 to 5 on a 5-point scale (excluding don't knows)



Source: ETC Institute (2018)

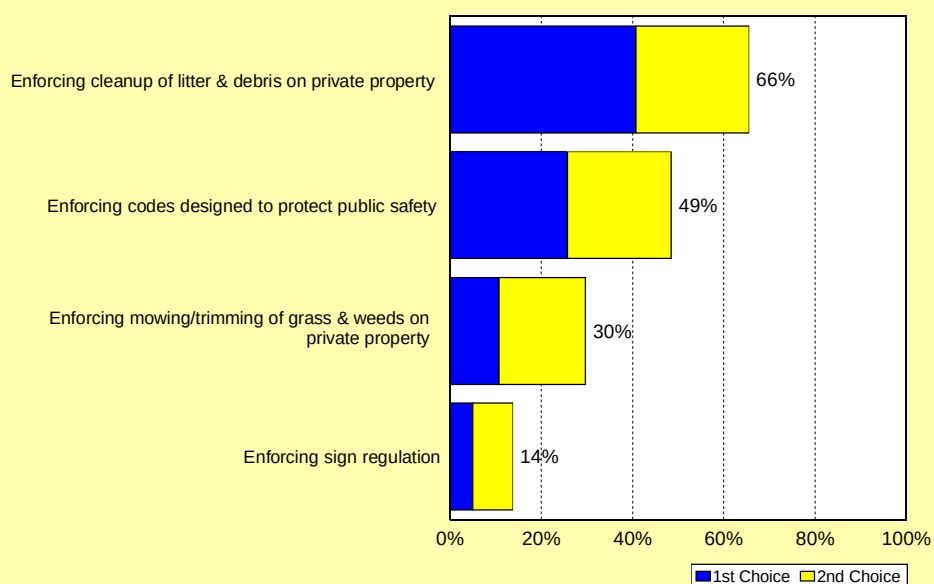
Q13. Satisfaction with Various Aspects of Code Enforcement

by percentage of respondents who rated the item as a 1 to 5 on a 5-point scale (excluding don't knows)



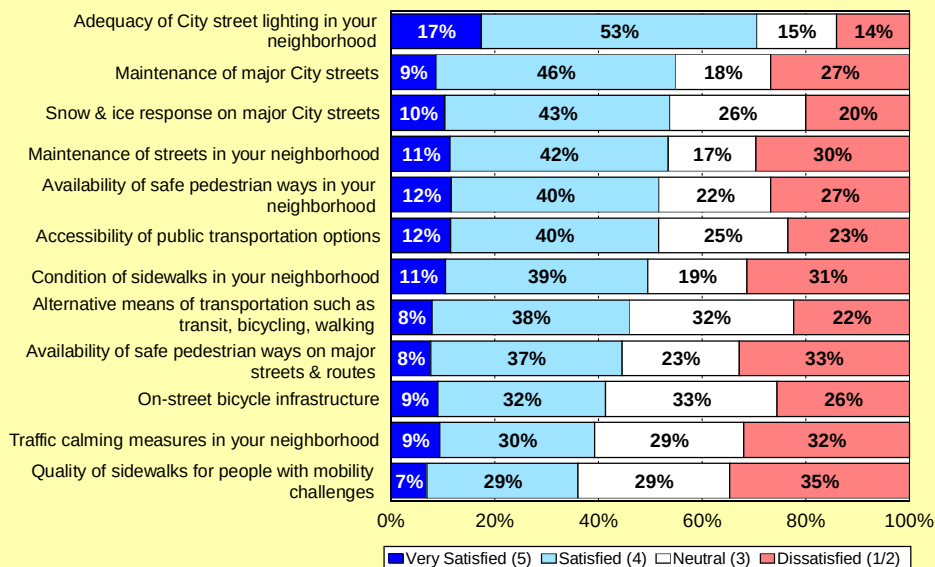
Q14. Code Enforcement Services That Should Receive the Most Emphasis Over the Next Two Years

by percentage of respondents who selected the item as one of their top two choices



Q15. Satisfaction with Various Aspects of Transportation & Infrastructure Services

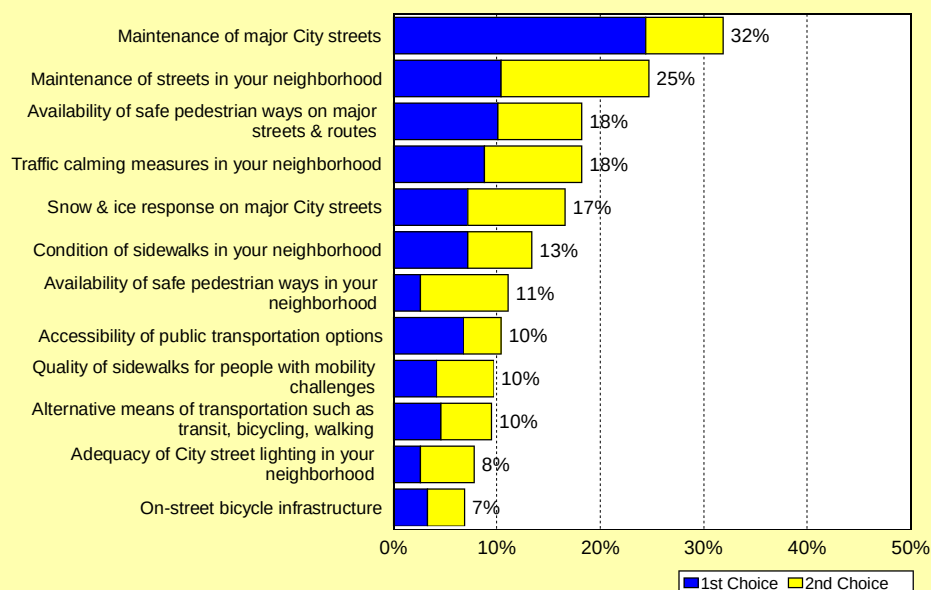
by percentage of respondents who rated the item as a 1 to 5 on a 5-point scale (excluding don't knows)



Source: ETC Institute (2018)

Q16. Traffic & Infrastructure Services That Should Receive the Most Emphasis Over the Next Two Years

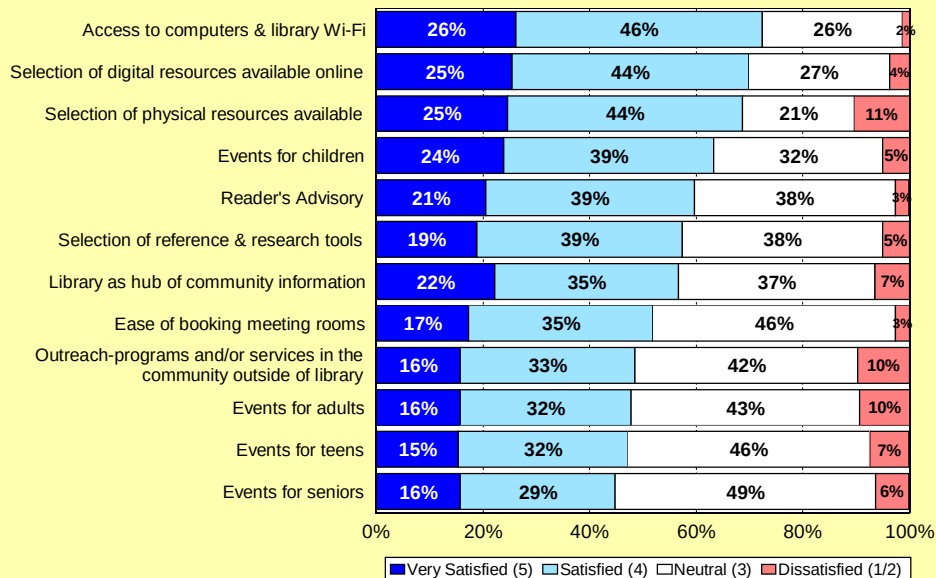
by percentage of respondents who selected the item as one of their top two choices



Source: ETC Institute (2018)

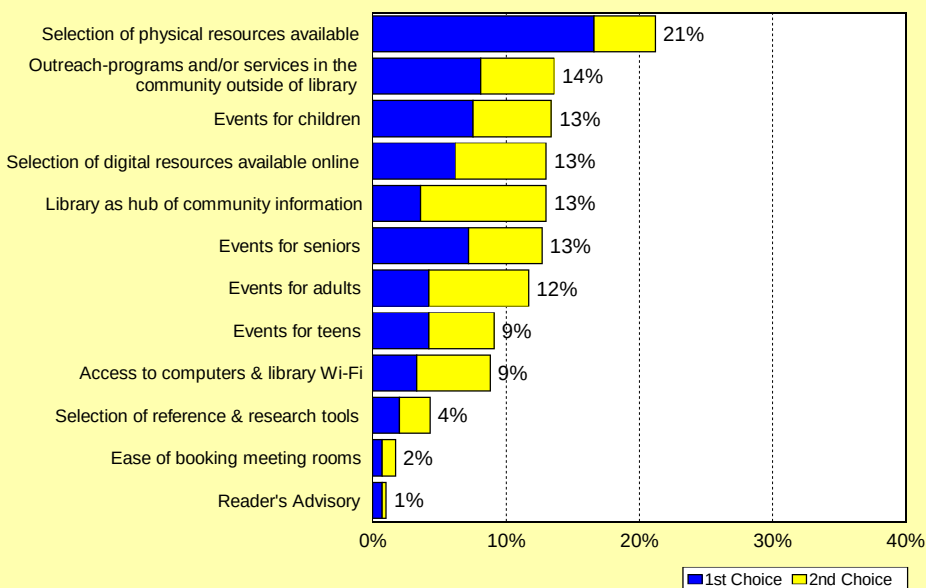
Q17. Satisfaction with Various Aspects of Public Library Services

by percentage of respondents who rated the item as a 1 to 5 on a 5-point scale (excluding don't knows)



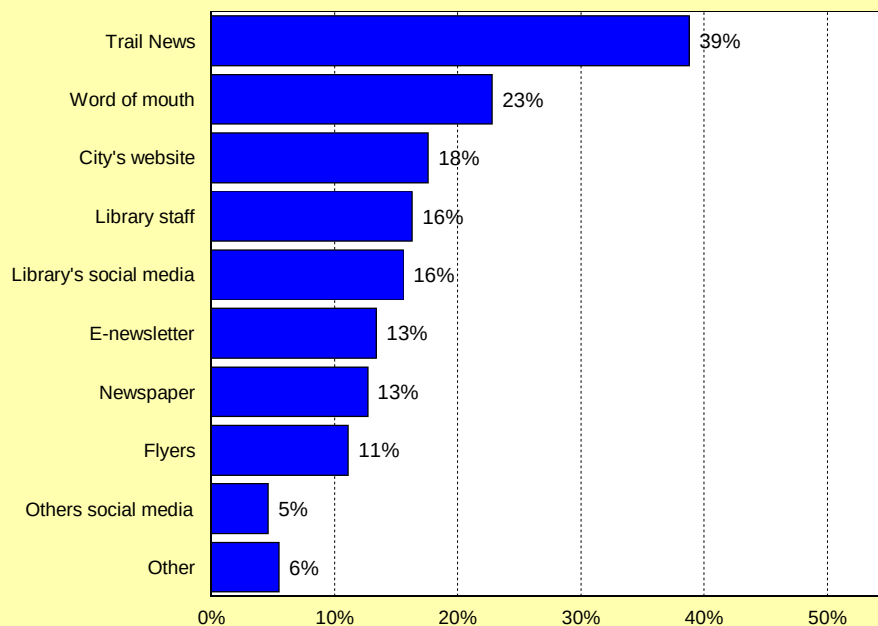
Q18. Public Library Services That Should Receive the Most Emphasis Over the Next Two Years

by percentage of respondents who selected the item as one of their top two choices



Q19. How do you get information about the library?

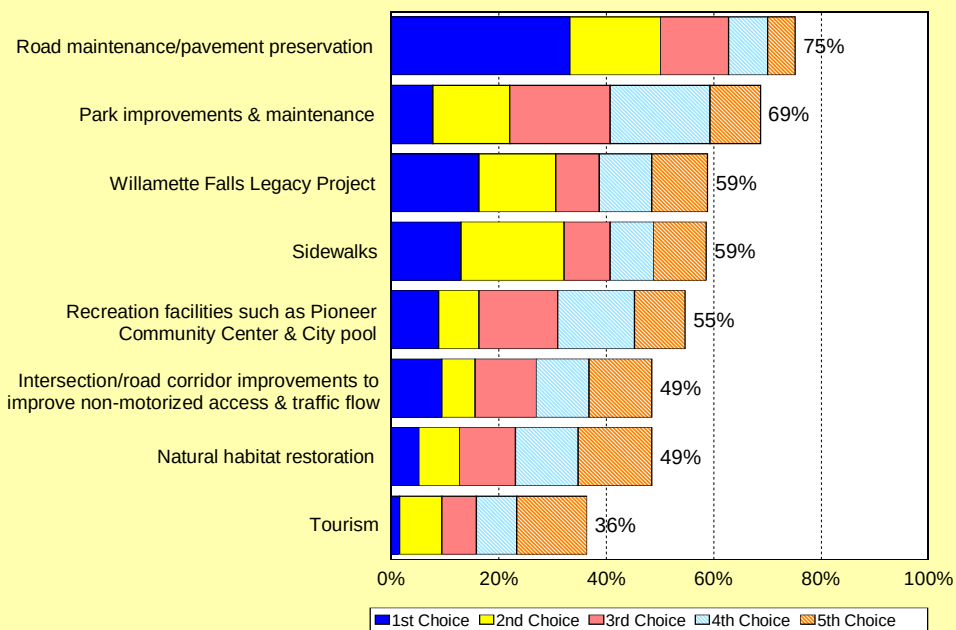
by percentage of respondents (multiple choices could be made)



Source: ETC Institute (2018)

Q20. Top Capital Investment Priorities

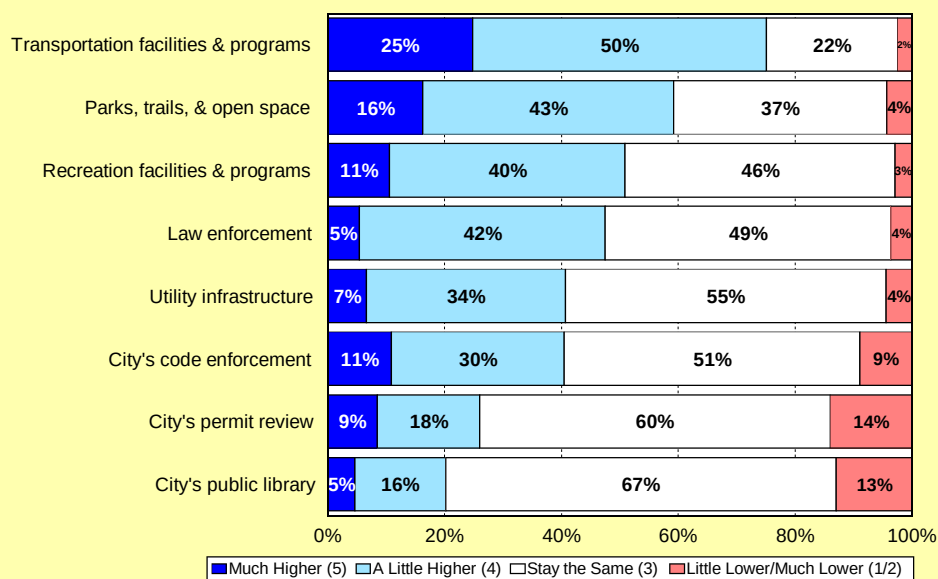
by percentage of respondents who selected the item as one of their top five choices



Source: ETC Institute (2018)

Q21. How Level of Service Should Change in Various Areas

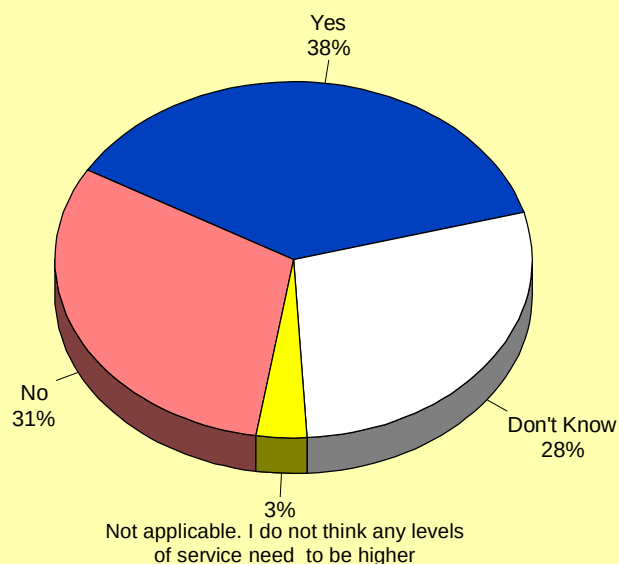
by percentage of respondents who rated the item as a 1 to 5 on a 5-point scale (excluding don't knows)



Source: ETC Institute (2018)

Q21a. Would you be willing to pay more in taxes or fees to support an increase in the service level?

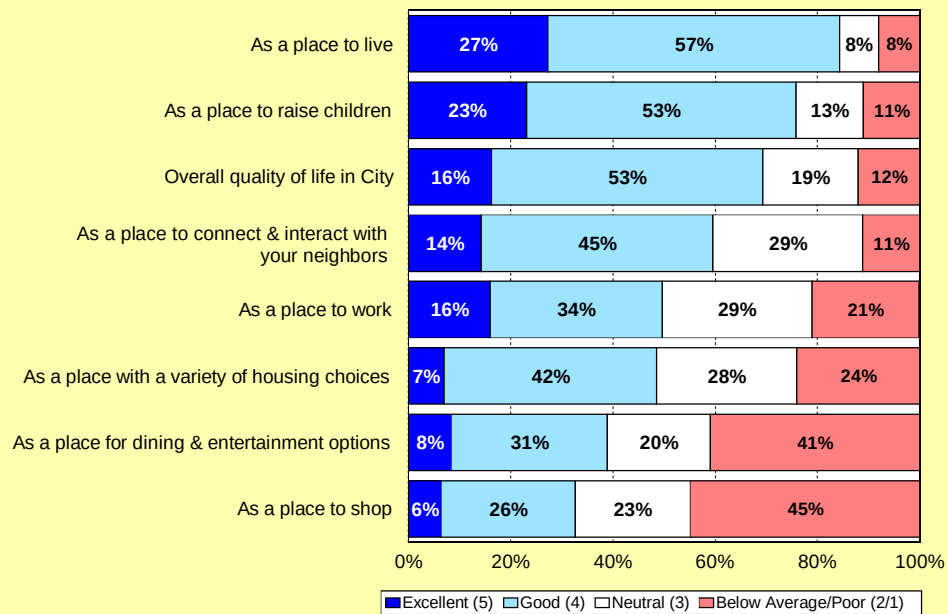
by percentage of respondents



Source: ETC Institute (2018)

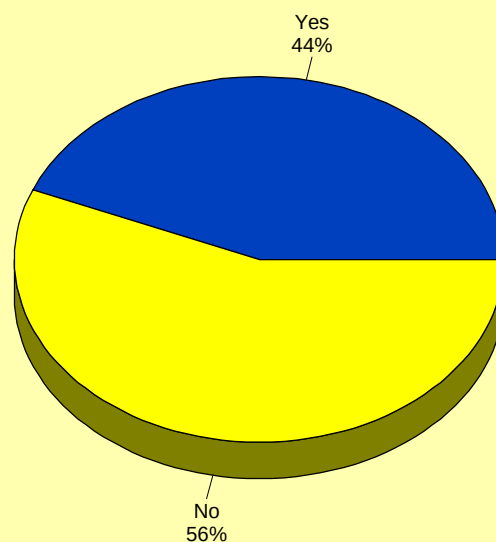
Q22. Ratings of Oregon City

by percentage of respondents who rated the item as a 1 to 5 on a 5-point scale (excluding don't knows)



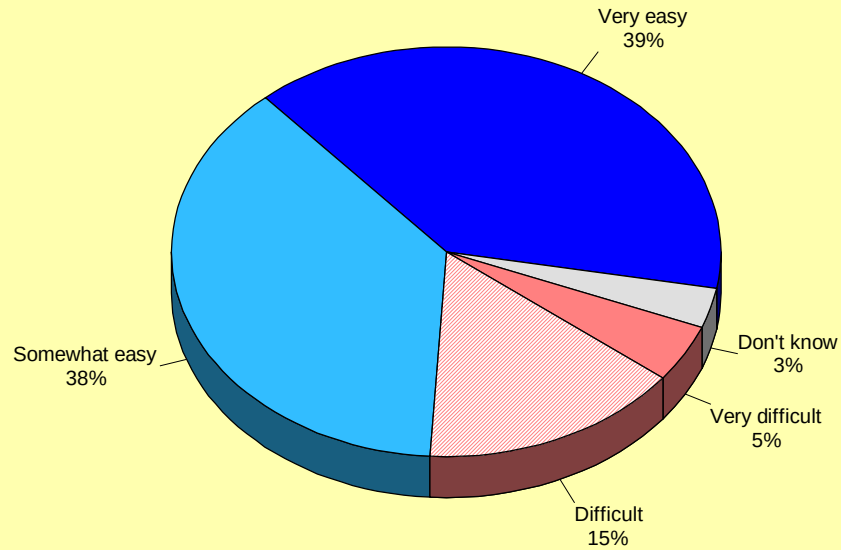
Q23. Have you called, emailed, or visited the city with a question, problem, or complaint during the past year?

by percentage of respondents



Q23a. How easy was it to contact the person you needed to reach?

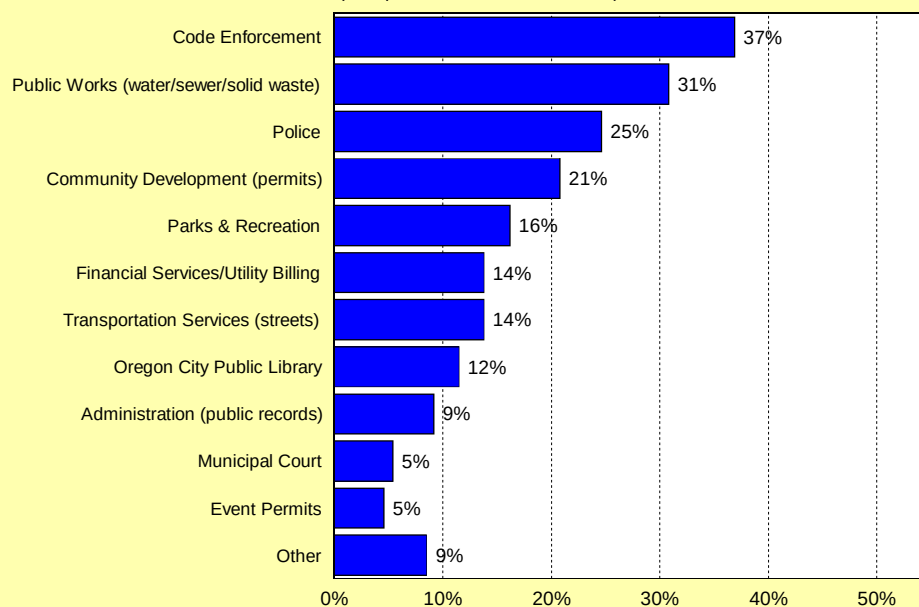
by percentage of respondents who have called, emailed, or visited the City in the past year



Source: ETC Institute (2018)

Q23b. What department did you contact?

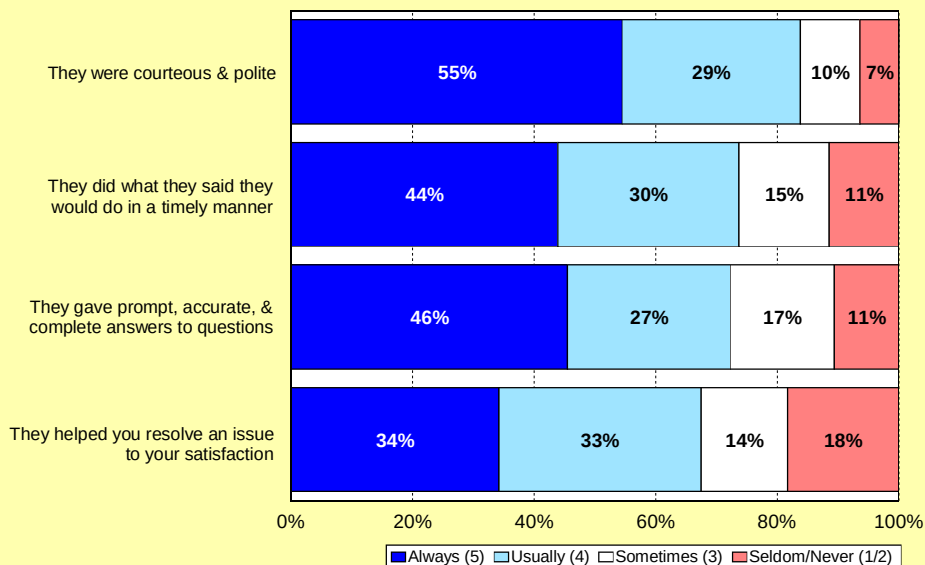
by percentage of respondents who have called, emailed, or visited the City in the past year
(multiple choices could be made)



Source: ETC Institute (2018)

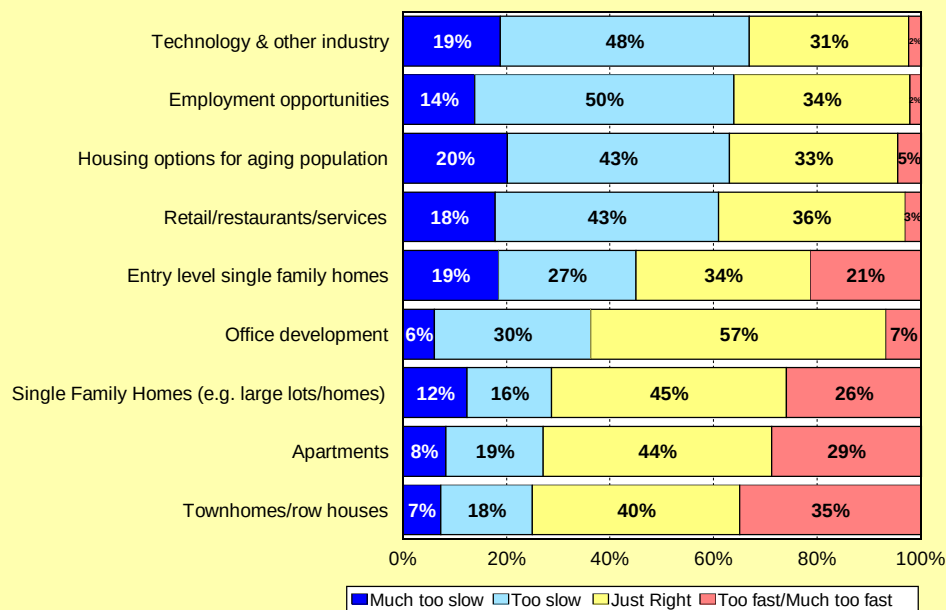
Q23c. Perception of the Quality of Customer Service You Receive From City Employees

by percentage of respondents who called, emailed, or visited the city and rated the item as a 1 to 5 on a 5-point scale (excluding don't knows)



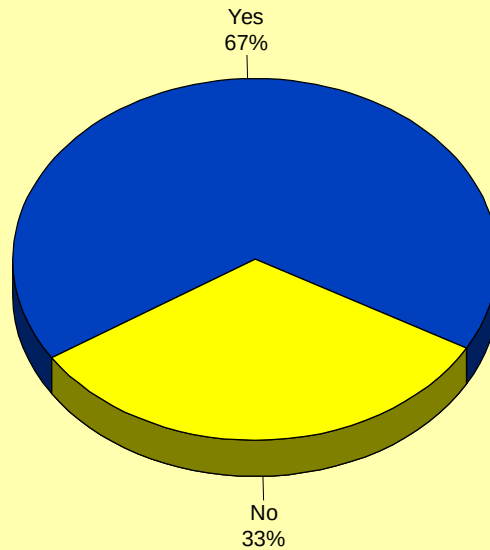
Q24. Rating of City's Current Pace of Land Development

by percentage of respondents who rated the item as a 1 to 5 on a 5-point scale (excluding don't knows)



Q25a. Would you be willing to pay more in taxes or fees to support this new community amenity?

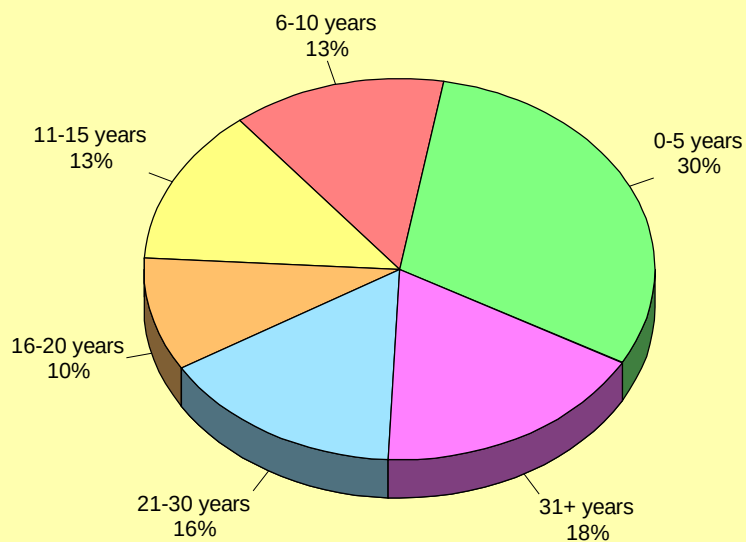
by percentage of respondents who listed something in Question 25



Source: ETC Institute (2018)

Q26. Demographics: Approximately how many years have you lived in Oregon City?

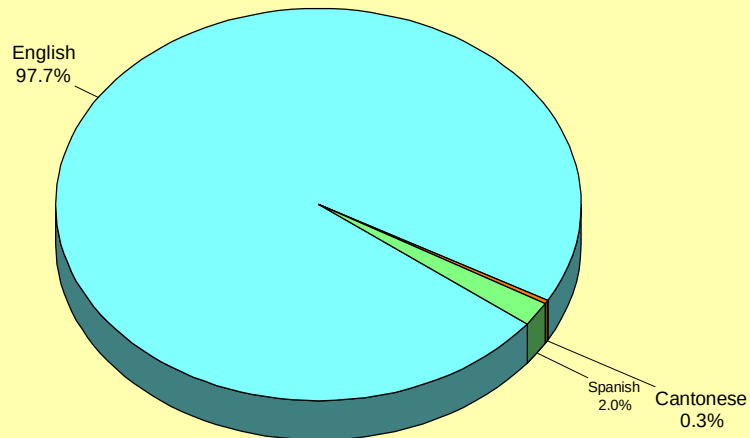
by percentage of respondents



Source: ETC Institute (2018)

Q27. Demographics: What is the preferred language spoken in your home?

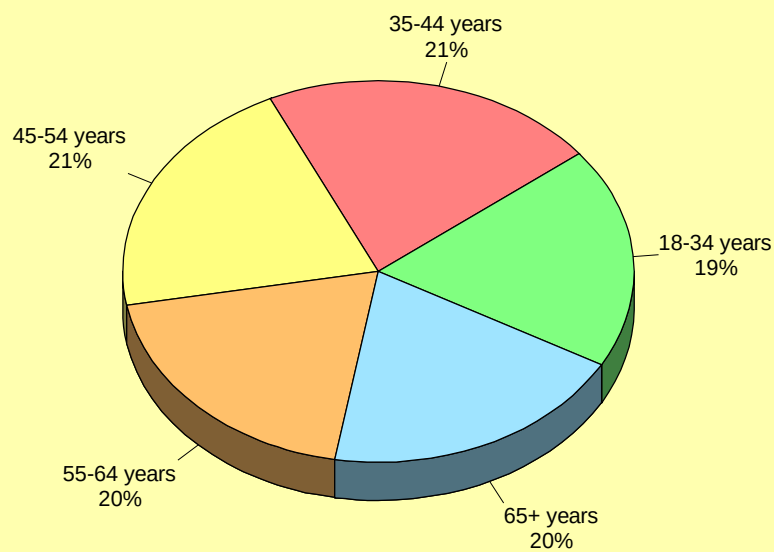
by percentage of respondents



Source: ETC Institute (2018)

Q28. Demographics: What is your age?

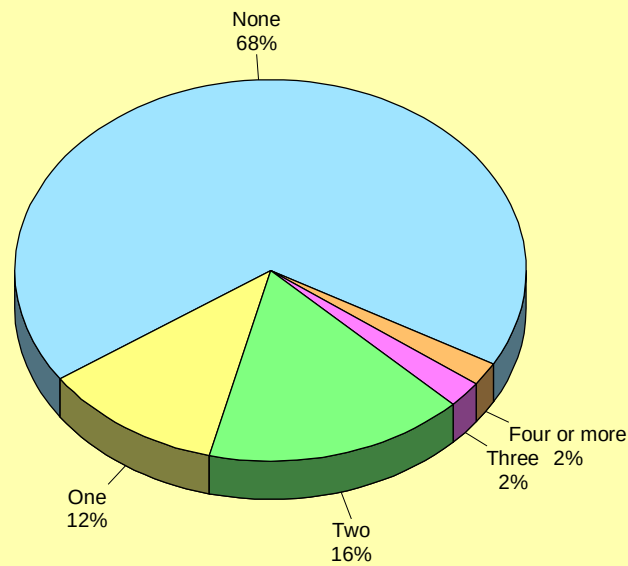
by percentage of respondents



Source: ETC Institute (2018)

Q29. Demographics: How many children under age 18 live in your household?

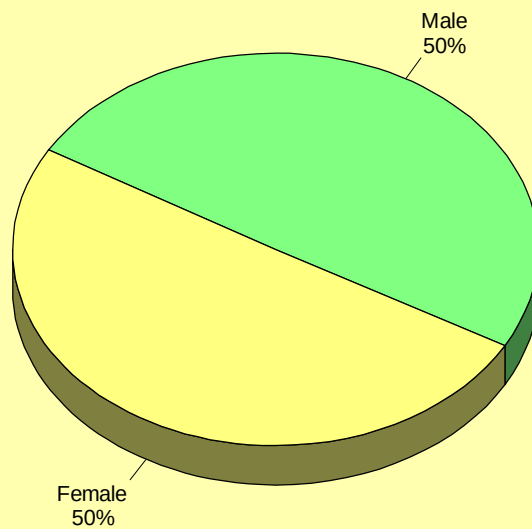
by percentage of respondents



Source: ETC Institute (2018)

Q30. Demographics: Gender

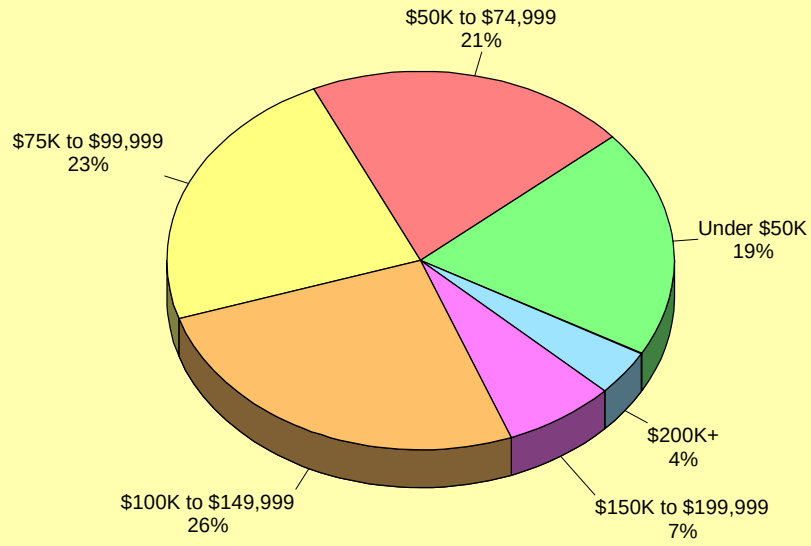
by percentage of respondents



Source: ETC Institute (2018)

Q31. Demographics: Would you say your total annual household income is...

by percentage of respondents



Source: ETC Institute (2018)

Section 2

Benchmarking Analysis



Benchmarking Summary Report

City of Oregon City, Oregon

Overview

ETC Institute's *DirectionFinder* program was originally developed in 1999 to help community leaders across the United States use statistically valid community survey data as a tool for making better decisions. Since November of 1999, the survey has been administered in more than 300 cities in 49 states. Most participating cities conduct the survey on an annual or biennial basis.

This report contains benchmarking data from two sources: (1) a national survey that was administered by ETC Institute during the fall of 2017 to a random sample of more than 4,000 residents across the United States and (2) a survey administered by ETC Institute in the summer of 2018 to over 350 residents living in the Northwest Region which includes Oregon and Washington.

Interpreting the Charts

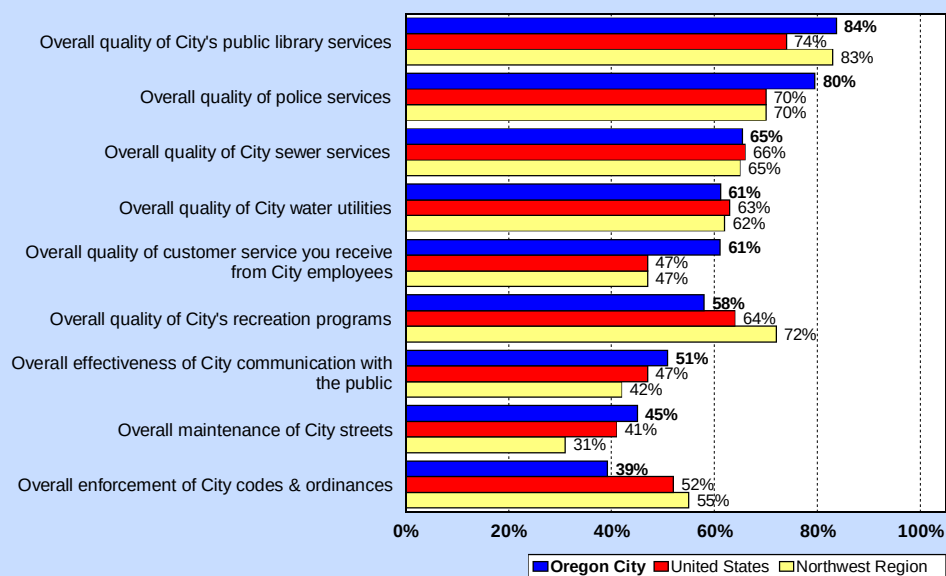
National Benchmarks. The charts on the following pages show how the overall ratings for Oregon City compare to the national average based on the results of an annual survey that was administered by ETC Institute to a random sample of more than 4,000 U.S. residents. The blue bar shows the ratings for Oregon City, the red bar for the United States, and the yellow bar for the Northwest Region.

National and Regional Benchmarks

Note: The benchmarking data contained in this report is protected intellectual property. Any reproduction of the benchmarking information in this report by persons or organizations not directly affiliated with the City of Oregon City is not authorized without written consent from ETC Institute.

Overall Satisfaction with Major Categories of City Services Oregon City vs. United States vs. Northwest Region

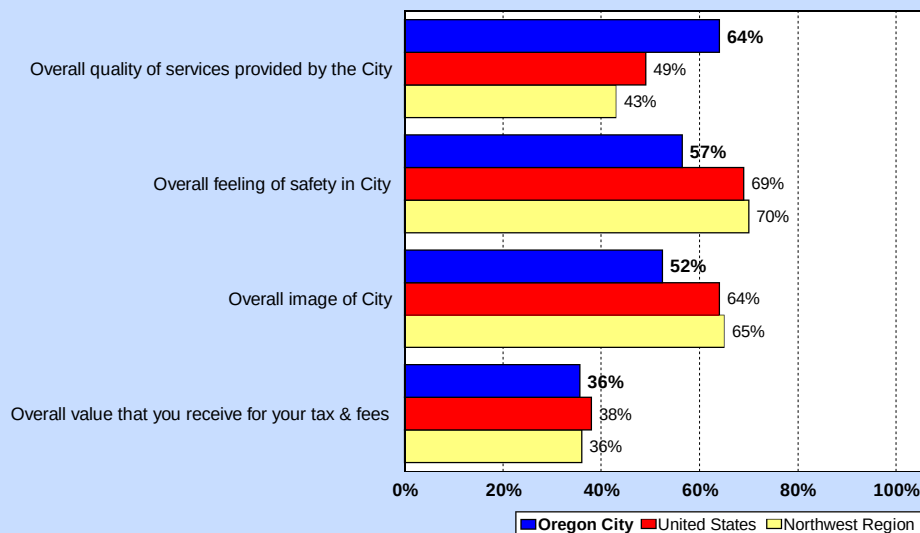
by percentage of respondents who rated the item 4 or 5 on a 5-point scale
where 5 was "very satisfied" and 1 was "very dissatisfied" (excluding don't knows)



Satisfaction with Items that Influence Perceptions of the City

Oregon City vs. United States vs. Northwest Region

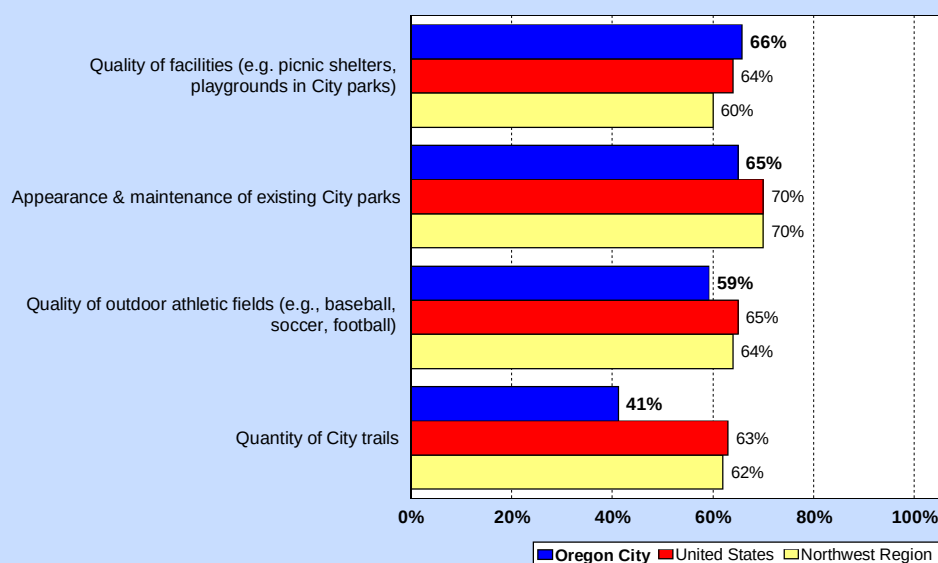
by percentage of respondents who rated the item 4 or 5 on a 5-point scale where 5 was "very satisfied" and 1 was "very dissatisfied" (excluding don't knows)



Overall Satisfaction with Parks and Recreation

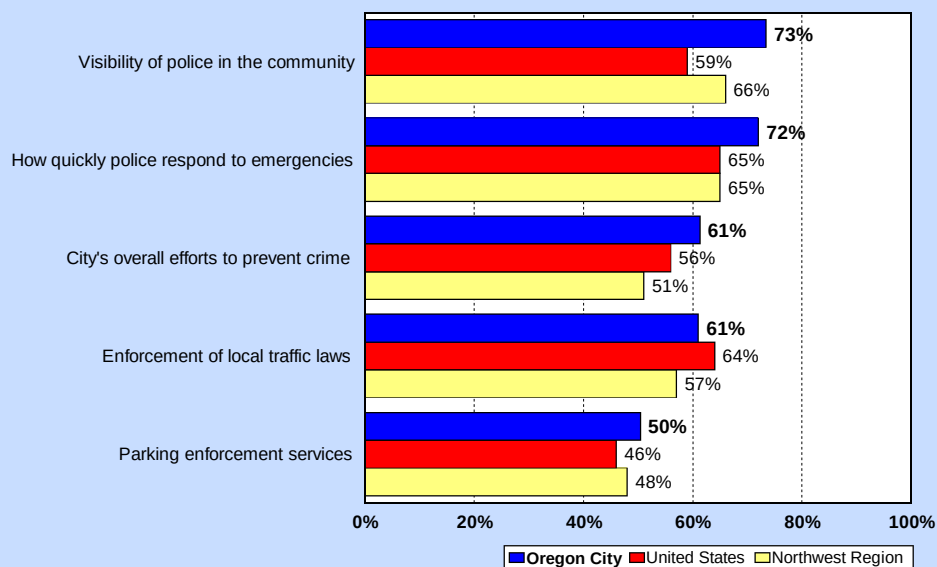
Oregon City vs. United States vs. Northwest Region

by percentage of respondents who rated the item 4 or 5 on a 5-point scale where 5 was "very satisfied" and 1 was "very dissatisfied" (excluding don't knows)



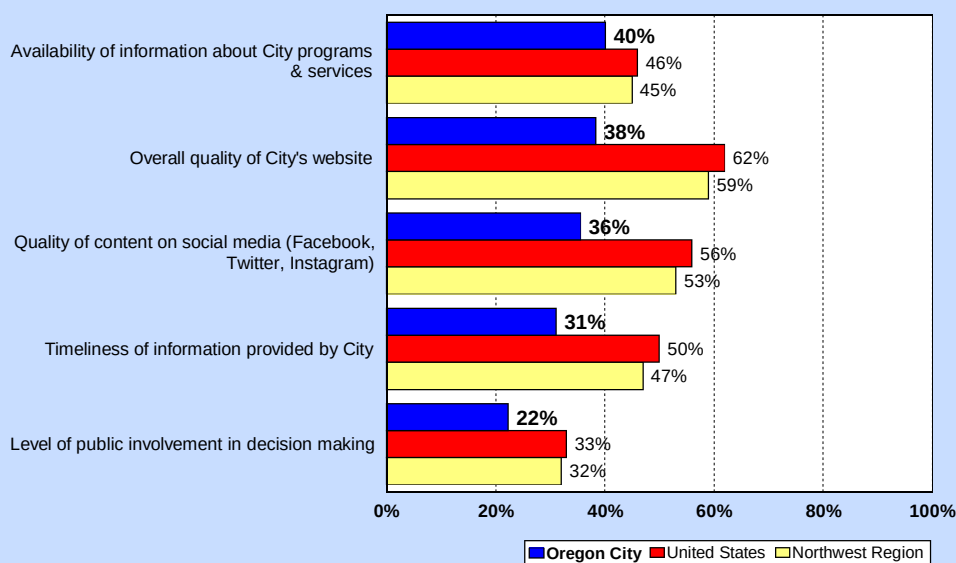
Overall Satisfaction with Public Safety Oregon City vs. United States vs. Northwest Region

by percentage of respondents who rated the item 4 or 5 on a 5-point scale
where 5 was "very satisfied" and 1 was "very dissatisfied" (excluding don't knows)



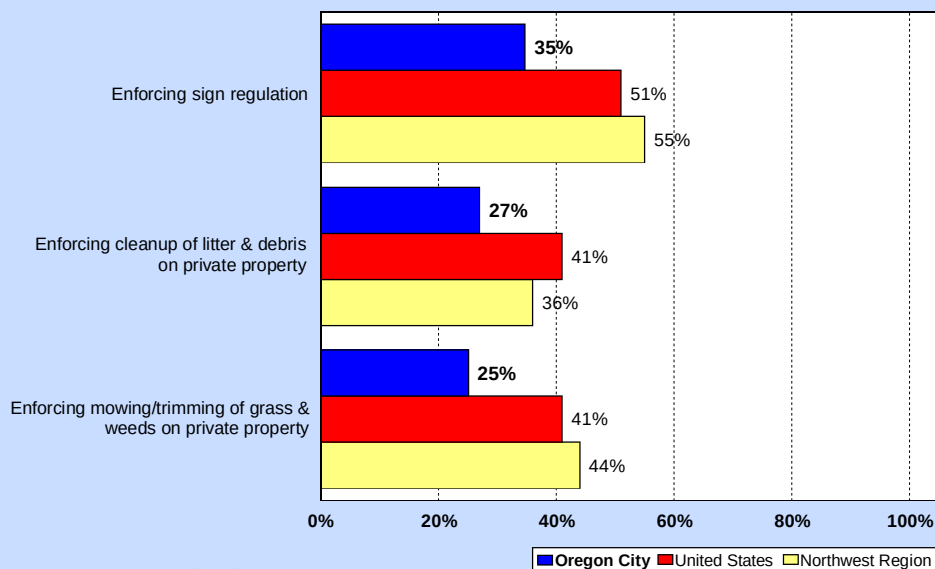
Overall Satisfaction with Communication Oregon City vs. United States vs. Northwest Region

by percentage of respondents who rated the item 4 or 5 on a 5-point scale
where 5 was "very satisfied" and 1 was "very dissatisfied" (excluding don't knows)



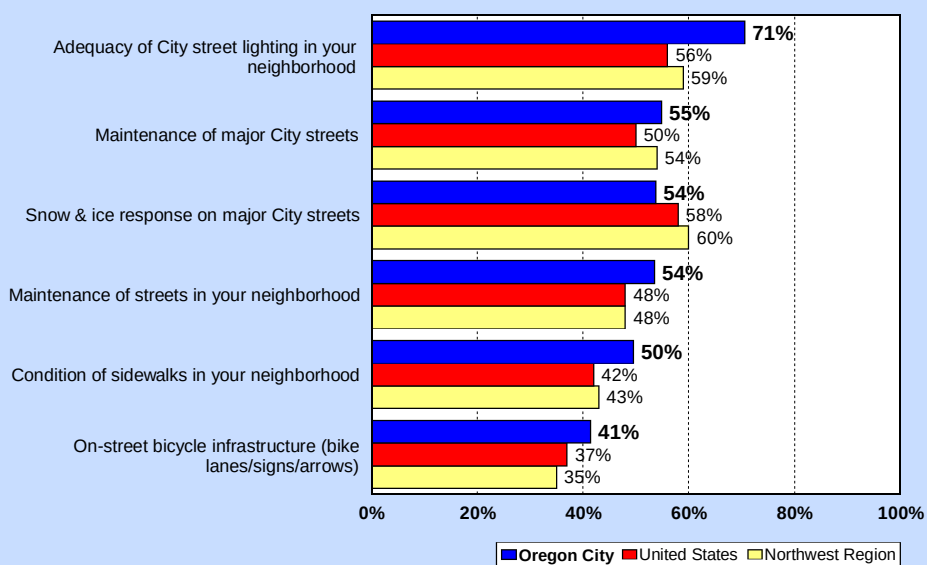
Overall Satisfaction with Code Enforcement Oregon City vs. United States vs. Northwest Region

by percentage of respondents who rated the item 4 or 5 on a 5-point scale
where 5 was "very satisfied" and 1 was "very dissatisfied" (excluding don't knows)



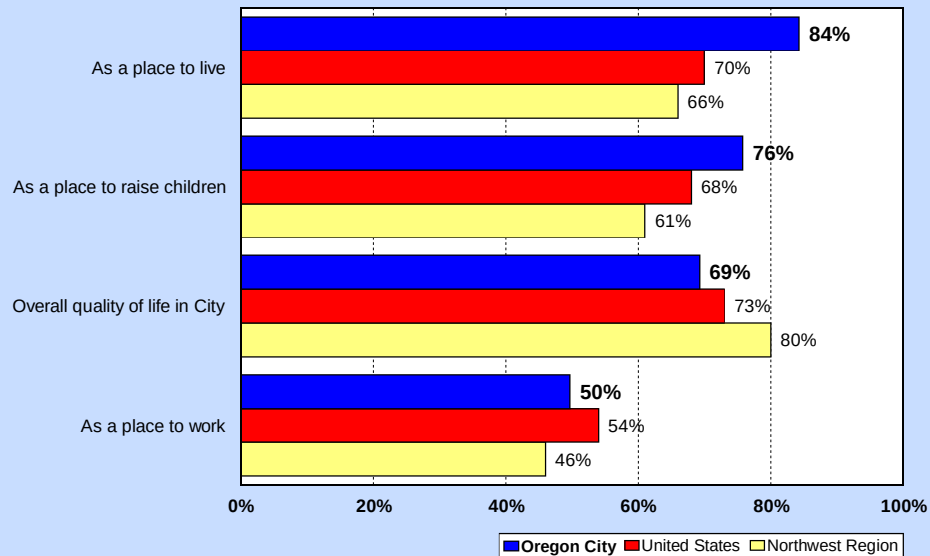
Overall Satisfaction with Transportation and Infrastructure Oregon City vs. United States vs. Northwest Region

by percentage of respondents who rated the item 4 or 5 on a 5-point scale
where 5 was "very satisfied" and 1 was "very dissatisfied" (excluding don't knows)



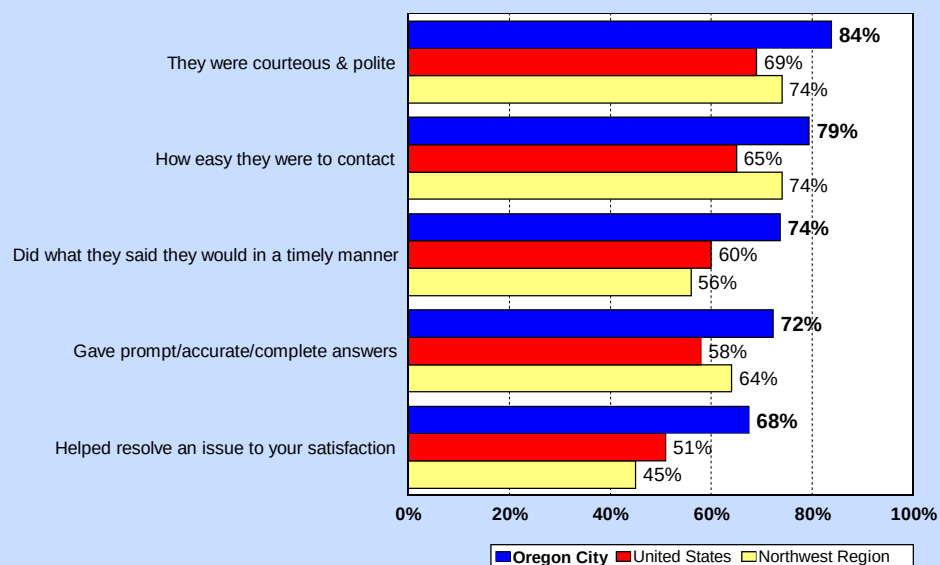
Overall City Ratings Oregon City vs. United States vs. Northwest Region

by percentage of respondents who rated the item 4 or 5 on a 5-point scale
where 5 was "very satisfied" and 1 was "very dissatisfied" (excluding don't knows)



Overall Satisfaction with Customer Service Oregon City vs. United States vs. Northwest Region

by percentage of respondents who rated the item 4 or 5 on a 5-point scale
where 5 was "very satisfied" and 1 was "very dissatisfied" (excluding don't knows)



Section 3

Importance-Satisfaction Analysis



Importance-Satisfaction Analysis

City of Oregon City, Oregon

Overview

Today, City officials have limited resources which need to be targeted to activities that are of the most benefit to their citizens. Two of the most important criteria for decision making are (1) to target resources toward services of the highest importance to citizens; and (2) to target resources toward those services where citizens are the least satisfied.

The Importance-Satisfaction (IS) rating is a unique tool that allows public officials to better understand both of these highly important decision-making criteria for each of the services they are providing. The Importance-Satisfaction rating is based on the concept that public agencies will maximize overall customer satisfaction by emphasizing improvements in those areas where the level of satisfaction is relatively low, and the perceived importance of the service is relatively high.

Overview

The rating is calculated by summing the percentage of responses for items selected as the first, second, and third most important services for the City to provide. The sum is then multiplied by 1 minus the percentage of respondents who indicated they were positively satisfied with the City's performance in the related area (the sum of the ratings of 4 and 5 on a 5-point scale excluding "Don't Know" responses). "Don't Know" responses are excluded from the calculation to ensure the satisfaction ratings among service categories are comparable. $[IS = \text{Importance} \times (1 - \text{Satisfaction})]$.

Example of the Calculation: Respondents were asked to identify the major categories of city services they thought should receive the most emphasis over the next two years. Fifty-one percent (51%) of respondents selected *overall maintenance of City streets* as one of the most important services for the City to provide.

With regard to satisfaction, 45% of respondents surveyed rated the City's overall performance in the *maintenance of City streets* as a "4" or "5" on a 5-point scale (where "5" means "Very Satisfied") excluding "Don't Know" responses. The I-S rating for the *overall maintenance of City streets* was calculated by multiplying the sum of the most important percentages by 1 minus the sum of the satisfaction percentages. In this example 51% was multiplied by 55% (1-0.45). This calculation yielded an I-S rating of 0.2811 which ranked first out of 13 major service categories.

The maximum rating is 1.00 and would be achieved when 100% of the respondents select an item as one of their top three choices to emphasize over the next two years and 0% indicate they are positively satisfied with the delivery of the service.



The lowest rating is 0.00 and could be achieved under either of the following two situations:

- If 100% of the respondents were positively satisfied with the delivery of the service
- If none (0%) of the respondents selected the service as one for the three most important areas for the City to emphasize over the next two years.

Interpreting the Ratings

Ratings that are greater than or equal to 0.20 identify areas that should receive significantly more emphasis over the next two years. Ratings from 0.10 to 0.20 identify service areas that should receive increased emphasis. Ratings less than 0.10 should continue to receive the current level of emphasis.

- *Definitely Increase Emphasis* ($IS \geq 0.20$)
- *Increase Current Emphasis* ($0.10 \leq IS < 0.20$)
- *Maintain Current Emphasis* ($IS < 0.10$)

The results for the City of Oregon City are provided on the following pages.

2018 Importance-Satisfaction Rating

Oregon City, OR

Major Categories of City Services

Category of Service	Most Important %	Most Important Rank	Satisfaction %	Satisfaction Rank	Importance-Satisfaction Rating	I-S Rating Rank
Very High Priority (IS > .20)						
Overall maintenance of City streets	51%	1	45%	9	0.2811	1
Overall effectiveness of City economic development efforts	43%	2	37%	12	0.2686	2
High Priority (IS .10-.20)						
Overall enforcement of City codes & ordinances	24%	4	39%	11	0.1465	3
Overall quality of City parks/trails/open space	34%	3	62%	4	0.1286	4
Overall effectiveness of City communication with the public	23%	6	51%	8	0.1129	5
Medium Priority (IS < .10)						
Overall quality of permit process	12%	9	27%	13	0.0894	6
Overall quality of City's recreation programs	19%	7	58%	7	0.0777	7
Overall quality of City water utilities	15%	8	61%	5	0.0590	8
Overall quality of police services	24%	5	80%	2	0.0494	9
Overall quality of customer service you receive from City employees	7%	10	61%	6	0.0280	10
Overall quality of City sewer services	6%	11	65%	3	0.0194	11
Overall quality of Municipal Court services	2%	13	44%	10	0.0090	12
Overall quality of City's public library services	5%	12	84%	1	0.0073	13

Note: The I-S Rating is calculated by multiplying the "Most Important" % by (1-'Satisfaction' %)

Most Important %:

The "Most Important" percentage represents the sum of the first, second, and third most important responses for each item. Respondents were asked to identify the items they thought should be the City's top priorities.

Satisfaction %:

The "Satisfaction" percentage represents the sum of the ratings "5" and "4" excluding 'don't knows.' Respondents ranked their level of satisfaction with each of the items on a scale of 5 to 1 with "5" being Very Satisfied and "1" being Very Dissatisfied.

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2018 Importance-Satisfaction Rating

Oregon City, OR

Parks and Recreation

Category of Service	Most Important %	Most Important Rank	Satisfaction %	Satisfaction Rank	Importance-Satisfaction Rating	I-S Rating Rank
High Priority (IS .10-.20)						
Quality of recreational areas for dogs	22%	2	26%	11	0.1613	1
Quantity of City trails	21%	3	41%	10	0.1247	2
Appearance & maintenance of existing City parks	30%	1	65%	3	0.1036	3
Medium Priority (IS <.10)						
Quality of City's swimming pool	15%	5	48%	7	0.0756	4
Quality of facilities (e.g. picnic shelters, playgrounds in City parks)	21%	4	66%	2	0.0711	5
Quality of outdoor athletic fields (e.g., baseball, soccer, football)	14%	6	59%	4	0.0588	6
Quality of End of the Oregon Trail	11%	7	48%	6	0.0559	7
Access to City parks for persons with disabilities	8%	9	41%	9	0.0481	8
Quality of services for fees assessed with recreation programming (e.g. pool programs, admission, & camps)	8%	10	48%	8	0.0405	9
Proximity of parks to your home	11%	8	72%	1	0.0292	10
Quality of Pioneer Community Center	4%	11	56%	5	0.0177	11

Note: The I-S Rating is calculated by multiplying the "Most Important" % by (1-'Satisfaction' %)

Most Important %:

The "Most Important" percentage represents the sum of the first and second most important responses for each item. Respondents were asked to identify the items they thought should be the City's top priorities.

Satisfaction %:

The "Satisfaction" percentage represents the sum of the ratings "5" and "4" excluding 'don't knows.' Respondents ranked their level of satisfaction with each of the items on a scale of 5 to 1 with "5" being Very Satisfied and "1" being Very Dissatisfied.

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2018 Importance-Satisfaction Rating

Oregon City, OR

Public Safety

Category of Service	Most Important %	Most Important Rank	Satisfaction %	Satisfaction Rank	Importance-Satisfaction Rating	I-S Rating Rank
<u>Very High Priority (IS >.20)</u>						
Response to issues with transients	59%	1	28%	9	0.4231	1
<u>High Priority (IS .10-.20)</u>						
Response to drug control	23%	3	30%	8	0.1573	2
City's overall efforts to prevent crime	26%	2	61%	3	0.1022	3
<u>Medium Priority (IS <.10)</u>						
Response to property crime	14%	5	42%	7	0.0811	4
Level of community outreach	11%	8	55%	5	0.0496	5
Enforcement of local traffic laws	12%	7	61%	4	0.0460	6
Visibility of police in the community	15%	4	73%	1	0.0407	7
How quickly police respond to emergencies	14%	6	72%	2	0.0384	8
Parking enforcement services	4%	9	50%	6	0.0179	9

Note: The I-S Rating is calculated by multiplying the "Most Important" % by (1-'Satisfaction' %)

Most Important %:

The "Most Important" percentage represents the sum of the first and second most important responses for each item. Respondents were asked to identify the items they thought should be the City's top priorities.

Satisfaction %:

The "Satisfaction" percentage represents the sum of the ratings "5" and "4" excluding 'don't knows.' Respondents ranked their level of satisfaction with each of the items on a scale of 5 to 1 with "5" being Very Satisfied and "1" being Very Dissatisfied.

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2018 Importance-Satisfaction Rating

Oregon City, OR

Code Enforcement

Category of Service	Most Important %	Most Important Rank	Satisfaction %	Satisfaction Rank	Importance-Satisfaction Rating	I-S Rating Rank
<u>Very High Priority (IS >.20)</u>						
Enforcing cleanup of litter & debris on private property	66%	1	27%	3	0.4782	1
Enforcing codes designed to protect public safety & health	49%	2	37%	1	0.3051	2
Enforcing mowing/trimming of grass & weeds on private property	30%	3	25%	4	0.2217	3
<u>Medium Priority (IS <.10)</u>						
Enforcing sign regulation	14%	4	35%	2	0.0895	4

Note: The I-S Rating is calculated by multiplying the "Most Important" % by (1-'Satisfaction' %)

Most Important %:

The "Most Important" percentage represents the sum of the first and second most important responses for each item. Respondents were asked to identify the items they thought should be the City's top priorities.

Satisfaction %:

The "Satisfaction" percentage represents the sum of the ratings "5" and "4" excluding 'don't knows.' Respondents ranked their level of satisfaction with each of the items on a scale of 5 to 1 with "5" being Very Satisfied and "1" being Very Dissatisfied.

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2018 Importance-Satisfaction Rating

Oregon City, OR

Transportation and Infrastructure

Category of Service	Most Important %	Most Important Rank	Satisfaction %	Satisfaction Rank	Importance-Satisfaction Rating	I-S Rating Rank
High Priority (IS .10-.20)						
Maintenance of major City streets	32%	1	55%	2	0.1439	1
Maintenance of streets in your neighborhood	25%	2	54%	4	0.1149	2
Traffic calming measures in your neighborhood, for example, traffic circles, speed humps, or radar speed signs	18%	4	39%	11	0.1105	3
Availability of safe pedestrian ways on major streets & routes	18%	3	45%	9	0.1008	4
Medium Priority (IS <.10)						
Snow & ice response on major City streets	17%	5	54%	3	0.0767	5
Condition of sidewalks in your neighborhood	13%	6	50%	7	0.0677	6
Quality of sidewalks for people with mobility challenges	10%	9	36%	12	0.0620	7
Availability of safe pedestrian ways in your neighborhood	11%	7	52%	5	0.0536	8
Alternative means of transportation such as transit, bicycling, walking	10%	10	46%	8	0.0513	9
Accessibility of public transportation options	10%	8	52%	6	0.0503	10
On-street bicycle infrastructure (bike lanes/signs/arrows)	7%	12	41%	10	0.0404	11
Adequacy of City street lighting in your neighborhood	8%	11	71%	1	0.0229	12

Note: The I-S Rating is calculated by multiplying the "Most Important" % by (1-'Satisfaction' %)

Most Important %:

The "Most Important" percentage represents the sum of the first and second most important responses for each item. Respondents were asked to identify the items they thought should be the City's top priorities.

Satisfaction %:

The "Satisfaction" percentage represents the sum of the ratings "5" and "4" excluding 'don't knows.' Respondents ranked their level of satisfaction with each of the items on a scale of 5 to 1 with "5" being Very Satisfied and "1" being Very Dissatisfied.

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2018 Importance-Satisfaction Rating

Oregon City, OR

Public Library Services

Category of Service	Most Important %	Most Important Rank	Satisfaction %	Satisfaction Rank	Importance-Satisfaction Rating	I-S Rating Rank
Medium Priority (IS <.10)						
Events for seniors	13%	6	45%	12	0.0701	1
Outreach-programs and/or services in the community outside of library	14%	2	49%	9	0.0700	2
Selection of physical resources available (books, CD's, & DVD's)	21%	1	69%	3	0.0664	3
Events for adults (e.g. informational, literary, participatory, entertainment)	12%	7	48%	10	0.0611	4
Library as hub of community information	13%	5	57%	7	0.0563	5
Events for children (e.g. early literacy development, story times, summer reading program)	13%	3	63%	4	0.0492	6
Events for teens (e.g. Teen Advisory Council, crafts, summer reading)	9%	8	47%	11	0.0481	7
Selection of digital resources available online (e.g. eBooks, downloadable audio, streaming films)	13%	4	70%	2	0.0393	8
Access to computers & library Wi-Fi	9%	9	72%	1	0.0243	9
Selection of reference & research tools	4%	10	57%	6	0.0183	10
Ease of booking meeting rooms	2%	11	52%	8	0.0082	11
Reader's Advisory (help finding something to read)	1%	12	60%	5	0.0040	12

Note: The I-S Rating is calculated by multiplying the "Most Important" % by (1-'Satisfaction' %)

Most Important %:

The "Most Important" percentage represents the sum of the first and second most important responses for each item. Respondents were asked to identify the items they thought should be the City's top priorities.

Satisfaction %:

The "Satisfaction" percentage represents the sum of the ratings "5" and "4" excluding 'don't knows.' Respondents ranked their level of satisfaction with each of the items on a scale of 5 to 1 with "5" being Very Satisfied and "1" being Very Dissatisfied.

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Section 4

Tabular Data

Q1. Perception of the City. Please rate each of the following major categories of services provided by the City of Oregon City using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied."

(N=307)

	Very satisfied	Satisfied	Neutral	Dissatisfi- ed	Very dissatisfied	Don't know
Q1-1. Overall quality of police services	32.2%	41.0%	14.3%	3.9%	0.7%	7.8%
Q1-2. Overall quality of City's recreation programs	13.4%	34.2%	24.8%	7.2%	2.6%	17.9%
Q1-3. Overall quality of City parks/trails/open space	14.3%	43.6%	21.2%	10.7%	4.2%	5.9%
Q1-4. Overall maintenance of City streets	9.1%	34.9%	23.5%	21.2%	9.1%	2.3%
Q1-5. Overall quality of City water utilities	17.9%	40.1%	23.1%	10.7%	2.9%	5.2%
Q1-6. Overall quality of City sewer services	17.3%	44.3%	24.4%	5.2%	2.9%	5.9%
Q1-7. Overall quality of Municipal Court services	6.2%	19.5%	30.6%	1.6%	0.7%	41.4%
Q1-8. Overall enforcement of City codes & ordinances	9.1%	22.5%	26.7%	15.6%	6.5%	19.5%
Q1-9. Overall quality of customer service you receive from City employees	16.0%	33.2%	25.4%	4.6%	1.3%	19.5%
Q1-10. Overall effectiveness of City communication with the public	9.4%	36.5%	28.7%	11.7%	3.9%	9.8%
Q1-11. Overall effectiveness of City economic development efforts	7.2%	24.4%	25.7%	16.6%	11.1%	15.0%
Q1-12. Overall quality of City's public library services	36.2%	38.8%	10.4%	3.3%	1.0%	10.4%
Q1-13. Overall quality of permit process	5.2%	9.4%	26.7%	7.5%	4.9%	46.3%

WITHOUT DON'T KNOW

Q1. Perception of the City. Please rate each of the following major categories of services provided by the City of Oregon City using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied." (without "don't know")

(N=307)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied
Q1-1. Overall quality of police services	35.0%	44.5%	15.5%	4.2%	0.7%
Q1-2. Overall quality of City's recreation programs	16.3%	41.7%	30.2%	8.7%	3.2%
Q1-3. Overall quality of City parks/trails/open space	15.2%	46.4%	22.5%	11.4%	4.5%
Q1-4. Overall maintenance of City streets	9.3%	35.7%	24.0%	21.7%	9.3%
Q1-5. Overall quality of City water utilities	18.9%	42.3%	24.4%	11.3%	3.1%
Q1-6. Overall quality of City sewer services	18.3%	47.1%	26.0%	5.5%	3.1%
Q1-7. Overall quality of Municipal Court services	10.6%	33.3%	52.2%	2.8%	1.1%
Q1-8. Overall enforcement of City codes & ordinances	11.3%	27.9%	33.2%	19.4%	8.1%
Q1-9. Overall quality of customer service you receive from City employees	19.8%	41.3%	31.6%	5.7%	1.6%
Q1-10. Overall effectiveness of City communication with the public	10.5%	40.4%	31.8%	13.0%	4.3%
Q1-11. Overall effectiveness of City economic development efforts	8.4%	28.7%	30.3%	19.5%	13.0%
Q1-12. Overall quality of City's public library services	40.4%	43.3%	11.6%	3.6%	1.1%
Q1-13. Overall quality of permit process	9.7%	17.6%	49.7%	13.9%	9.1%

Q2. Which THREE of the items listed in Question 1 do you think should receive the MOST EMPHASIS from City leaders over the next TWO years?

Q2. Top choice	Number	Percent
Overall quality of police services	40	13.0 %
Overall quality of City's recreation programs	17	5.5 %
Overall quality of City parks/trails/open space	42	13.7 %
Overall maintenance of City streets	66	21.5 %
Overall quality of City water utilities	13	4.2 %
Overall quality of City sewer services	4	1.3 %
Overall enforcement of City codes & ordinances	21	6.8 %
Overall quality of customer service you receive from City employees	3	1.0 %
Overall effectiveness of City communication with the public	13	4.2 %
Overall effectiveness of City economic development efforts	52	16.9 %
Overall quality of City's public library services	5	1.6 %
Overall quality of permit process	9	2.9 %
None chosen	22	7.2 %
Total	307	100.0 %

Q2. Which THREE of the items listed in Question 1 do you think should receive the MOST EMPHASIS from City leaders over the next TWO years?

Q2. 2nd choice	Number	Percent
Overall quality of police services	15	4.9 %
Overall quality of City's recreation programs	17	5.5 %
Overall quality of City parks/trails/open space	36	11.7 %
Overall maintenance of City streets	60	19.5 %
Overall quality of City water utilities	17	5.5 %
Overall quality of City sewer services	6	2.0 %
Overall quality of Municipal Court services	4	1.3 %
Overall enforcement of City codes & ordinances	26	8.5 %
Overall quality of customer service you receive from City employees	13	4.2 %
Overall effectiveness of City communication with the public	25	8.1 %
Overall effectiveness of City economic development efforts	41	13.4 %
Overall quality of City's public library services	4	1.3 %
Overall quality of permit process	8	2.6 %
None chosen	35	11.4 %
Total	307	100.0 %

Q2. Which THREE of the items listed in Question 1 do you think should receive the MOST EMPHASIS from City leaders over the next TWO years?

Q2. 3rd choice	Number	Percent
Overall quality of police services	19	6.2 %
Overall quality of City's recreation programs	23	7.5 %
Overall quality of City parks/trails/open space	25	8.1 %
Overall maintenance of City streets	31	10.1 %
Overall quality of City water utilities	17	5.5 %
Overall quality of City sewer services	7	2.3 %
Overall quality of Municipal Court services	1	0.3 %
Overall enforcement of City codes & ordinances	27	8.8 %
Overall quality of customer service you receive from City employees	6	2.0 %
Overall effectiveness of City communication with the public	33	10.7 %
Overall effectiveness of City economic development efforts	38	12.4 %
Overall quality of City's public library services	5	1.6 %
Overall quality of permit process	21	6.8 %
None chosen	54	17.6 %
Total	307	100.0 %

SUM OF TOP 3 CHOICES

Q2. Which THREE of the items listed in Question 1 do you think should receive the MOST EMPHASIS from City leaders over the next TWO years? (top 3)

Q2. Sum of Top 3 Choices	Number	Percent
Overall quality of police services	74	24.1 %
Overall quality of City's recreation programs	57	18.6 %
Overall quality of City parks/trails/open space	103	33.6 %
Overall maintenance of City streets	157	51.1 %
Overall quality of City water utilities	47	15.3 %
Overall quality of City sewer services	17	5.5 %
Overall quality of Municipal Court services	5	1.6 %
Overall enforcement of City codes & ordinances	74	24.1 %
Overall quality of customer service you receive from City employees	22	7.2 %
Overall effectiveness of City communication with the public	71	23.1 %
Overall effectiveness of City economic development efforts	131	42.7 %
Overall quality of City's public library services	14	4.6 %
Overall quality of permit process	38	12.4 %
None chosen	22	7.2 %
Total	832	

Q3. Please rate each of the following items that may influence your perception of the City of Oregon City using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied."

(N=307)

	Very satisfied	Satisfied	Neutral	Dissatisfi- ed	Very dissatisfied	Don't know
Q3-1. Overall quality of services provided by City of Oregon City	8.5%	50.5%	26.4%	5.2%	1.6%	7.8%
Q3-2. Overall value that you receive for your tax & fees	4.6%	28.7%	34.5%	18.2%	7.5%	6.5%
Q3-3. Overall image of City	13.7%	37.1%	28.3%	14.3%	3.6%	2.9%
Q3-4. How well City is supporting growth & development	5.9%	26.1%	27.4%	20.5%	11.4%	8.8%
Q3-5. Overall feeling of safety in City	12.7%	42.3%	22.1%	15.6%	4.6%	2.6%
Q3-6. Availability of job opportunities	3.9%	19.2%	30.0%	15.0%	3.6%	28.3%
Q3-7. Availability of training or educational opportunities	10.1%	26.7%	27.7%	5.9%	2.0%	27.7%
Q3-8. Overall quality of new development	7.2%	26.1%	28.7%	16.9%	8.1%	13.0%
Q3-9. Overall development across City	5.5%	29.6%	28.7%	19.2%	8.5%	8.5%

WITHOUT DON'T KNOW

Q3. Please rate each of the following items that may influence your perception of the City of Oregon City using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied." (without "don't know")

(N=307)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied
Q3-1. Overall quality of services provided by City of Oregon City	9.2%	54.8%	28.6%	5.7%	1.8%
Q3-2. Overall value that you receive for your tax & fees	4.9%	30.7%	36.9%	19.5%	8.0%
Q3-3. Overall image of City	14.1%	38.3%	29.2%	14.8%	3.7%
Q3-4. How well City is supporting growth & development	6.4%	28.6%	30.0%	22.5%	12.5%
Q3-5. Overall feeling of safety in City	13.0%	43.5%	22.7%	16.1%	4.7%
Q3-6. Availability of job opportunities	5.5%	26.8%	41.8%	20.9%	5.0%
Q3-7. Availability of training or educational opportunities	14.0%	36.9%	38.3%	8.1%	2.7%
Q3-8. Overall quality of new development	8.2%	30.0%	33.0%	19.5%	9.4%
Q3-9. Overall development across City	6.0%	32.4%	31.3%	21.0%	9.3%

Q4. Parks and Recreation. Please rate your satisfaction with each of the following Parks and Recreation items using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied."

(N=307)

	Very satisfied	Satisfied	Neutral	Dissatisfi- ed	Very dissatisfied	Don't know
Q4-1. Quality of facilities (e.g. picnic shelters, playgrounds in City parks)	15.3%	46.6%	17.3%	11.7%	3.3%	5.9%
Q4-2. Quality of outdoor athletic fields (e.g., baseball, soccer, football)	10.1%	39.4%	21.5%	10.4%	2.3%	16.3%
Q4-3. Appearance & maintenance of existing City parks	13.4%	48.5%	20.5%	9.8%	2.9%	4.9%
Q4-4. Proximity of parks to your home	25.4%	44.6%	11.4%	10.7%	4.9%	2.9%
Q4-5. Quantity of City trails	6.5%	25.4%	28.0%	13.7%	3.9%	22.5%
Q4-6. Access to City parks for persons with disabilities	6.2%	18.2%	23.1%	9.1%	2.3%	41.0%
Q4-7. Quality of Pioneer Community Center	8.5%	26.7%	24.1%	3.3%	0.7%	36.8%
Q4-8. Quality of End of the Oregon Trail	10.1%	25.4%	26.7%	8.8%	2.6%	26.4%
Q4-9. Quality of City's swimming pool	9.4%	25.1%	24.4%	10.4%	2.3%	28.3%
Q4-10. Quality of services for fees assessed with recreation programing (e.g. pool programs, admission, & camps)	5.9%	27.0%	27.0%	5.5%	2.9%	31.6%
Q4-11. Quality of recreational areas for dogs	3.9%	13.0%	25.1%	15.0%	8.1%	34.9%
Q4-12. Other	7.7%	3.8%	7.7%	19.2%	57.7%	3.8%

WITHOUT DON'T KNOW

Q4. Parks and Recreation. Please rate your satisfaction with each of the following Parks and Recreation items using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied." (without "don't know")

(N=307)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied
Q4-1. Quality of facilities (e.g. picnic shelters, playgrounds in City parks)	16.3%	49.5%	18.3%	12.5%	3.5%
Q4-2. Quality of outdoor athletic fields (e.g., baseball, soccer, football)	12.1%	47.1%	25.7%	12.5%	2.7%
Q4-3. Appearance & maintenance of existing City parks	14.0%	51.0%	21.6%	10.3%	3.1%
Q4-4. Proximity of parks to your home	26.2%	46.0%	11.7%	11.1%	5.0%
Q4-5. Quantity of City trails	8.4%	32.8%	36.1%	17.6%	5.0%
Q4-6. Access to City parks for persons with disabilities	10.5%	30.9%	39.2%	15.5%	3.9%
Q4-7. Quality of Pioneer Community Center	13.4%	42.3%	38.1%	5.2%	1.0%
Q4-8. Quality of End of the Oregon Trail	13.7%	34.5%	36.3%	11.9%	3.5%
Q4-9. Quality of City's swimming pool	13.2%	35.0%	34.1%	14.5%	3.2%
Q4-10. Quality of services for fees assessed with recreation programing (e.g. pool programs, admission, & camps)	8.6%	39.5%	39.5%	8.1%	4.3%
Q4-11. Quality of recreational areas for dogs	6.0%	20.0%	38.5%	23.0%	12.5%
Q4-12. Other	8.0%	4.0%	8.0%	20.0%	60.0%

Q4-12. Other

Q4-12. Other	Number	Percent
Acquire more land for parks for the future	1	3.8 %
Affordable housing	1	3.8 %
Amount of trails	1	3.8 %
Appearance and maintenance of cemetery	1	3.8 %
Bathrooms at Chapin park are horrible	1	3.8 %
Cemetery needs a lot of maintenance at the mausoleums	1	3.8 %
Cost of fees added to water bills when we don't approve	1	3.8 %
Enforcing leash law	1	3.8 %
Fees	1	3.8 %
Fireworks at Clackmette Park	1	3.8 %
Maintaining existing equipment	1	3.8 %
Maintenance code enforcement on natural terrain and habitat preservation	1	3.8 %
Need gated dog park	1	3.8 %
Notification of activities and events	1	3.8 %
Quality of preparedness for a natural disaster (earthquake, volcano)	1	3.8 %
Quality of trails/safety	1	3.8 %
Some neighborhoods have too many parks and others have none or very few	1	3.8 %
Speed of developing the Filbert Run park	1	3.8 %
Splash pads	1	3.8 %
The city needs more bike routes and lanes	1	3.8 %
Thursday music	1	3.8 %
Too many homeless crimes around my father/s house and other homeless encampments	1	3.8 %
Tree removal	1	3.8 %
Variety of programs offered	1	3.8 %
We need to be diligent with handling the ever growing homeless issue	1	3.8 %
Willamette Falls Park	1	3.8 %
Total	26	100.0 %

Q5. Which TWO of the Parks and Recreation items listed in Question 4 do you think should receive the MOST EMPHASIS from City leaders over the next TWO years?

Q5. Top choice	Number	Percent
Quality of facilities (e.g. picnic shelters, playgrounds in City parks)	29	9.4 %
Quality of outdoor athletic fields (e.g., baseball, soccer, football)	26	8.5 %
Appearance & maintenance of existing City parks	51	16.6 %
Proximity of parks to your home	22	7.2 %
Quantity of City trails	34	11.1 %
Access to City parks for persons with disabilities	15	4.9 %
Quality of Pioneer Community Center	6	2.0 %
Quality of End of the Oregon Trail	11	3.6 %
Quality of City's swimming pool	20	6.5 %
Quality of services for fees assessed with recreation programing (e.g. pool programs, admission, & camps)	8	2.6 %
Quality of recreational areas for dogs	36	11.7 %
Other	11	3.6 %
None chosen	38	12.4 %
Total	307	100.0 %

Q5. Which TWO of the Parks and Recreation items listed in Question 4 do you think should receive the MOST EMPHASIS from City leaders over the next TWO years?

Q5. 2nd choice	Number	Percent
Quality of facilities (e.g. picnic shelters, playgrounds in City parks)	35	11.4 %
Quality of outdoor athletic fields (e.g., baseball, soccer, football)	18	5.9 %
Appearance & maintenance of existing City parks	40	13.0 %
Proximity of parks to your home	10	3.3 %
Quantity of City trails	31	10.1 %
Access to City parks for persons with disabilities	10	3.3 %
Quality of Pioneer Community Center	6	2.0 %
Quality of End of the Oregon Trail	22	7.2 %
Quality of City's swimming pool	25	8.1 %
Quality of services for fees assessed with recreation programing (e.g. pool programs, admission, & camps)	16	5.2 %
Quality of recreational areas for dogs	31	10.1 %
Other	6	2.0 %
None chosen	57	18.6 %
Total	307	100.0 %

SUM OF TOP 3 CHOICES**Q5. Which TWO of the Parks and Recreation items listed in Question 4 do you think should receive the MOST EMPHASIS from City leaders over the next TWO years? (top 2)**

<u>Q5. Sum of Top 2 Choices</u>	<u>Number</u>	<u>Percent</u>
Quality of facilities (e.g. picnic shelters, playgrounds in City parks)	64	20.8 %
Quality of outdoor athletic fields (e.g., baseball, soccer, football)	44	14.3 %
Appearance & maintenance of existing City parks	91	29.6 %
Proximity of parks to your home	32	10.4 %
Quantity of City trails	65	21.2 %
Access to City parks for persons with disabilities	25	8.1 %
Quality of Pioneer Community Center	12	3.9 %
Quality of End of the Oregon Trail	33	10.7 %
Quality of City's swimming pool	45	14.7 %
Quality of services for fees assessed with recreation programing (e.g. pool programs, admission, & camps)	24	7.8 %
Quality of recreational areas for dogs	67	21.8 %
Other	17	5.5 %
None chosen	38	12.4 %
Total	557	

Q6. How willing would you be to pay additional taxes or fees to acquire, develop, and maintain the types of parks, recreation, and trail facilities that are most important to your household?

Q6. How willing would you be to pay additional taxes or fees to acquire, develop, & maintain types of parks, recreation, & trail facilities

	Number	Percent
Very willing	30	9.8 %
Willing	78	25.4 %
Neutral	74	24.1 %
Not willing	49	16.0 %
Not at all willing	59	19.2 %
Don't know	17	5.5 %
Total	307	100.0 %

WITHOUT DON'T KNOW

Q6. How willing would you be to pay additional taxes or fees to acquire, develop, and maintain the types of parks, recreation, and trail facilities that are most important to your household? (without "don't know")

Q6. How willing would you be to pay additional taxes or fees to acquire, develop, & maintain types of parks, recreation, & trail facilities

	Number	Percent
Very willing	30	10.3 %
Willing	78	26.9 %
Neutral	74	25.5 %
Not willing	49	16.9 %
Not at all willing	59	20.3 %
Total	290	100.0 %

Q7. How would you vote in a bond election to fund the acquisition, development, and maintenance of the types of parks, recreation, and trail facilities that are most important to your household?

Q7. How would you vote in a bond election to
fund acquisition, development, & maintenance of
types of parks, recreation, & trail facilities

	Number	Percent
Vote in favor	84	27.4 %
Might vote in favor	88	28.7 %
Not sure	59	19.2 %
Vote against	72	23.5 %
Not provided	4	1.3 %
Total	307	100.0 %

WITHOUT NOT PROVIDED

Q7. How would you vote in a bond election to fund the acquisition, development, and maintenance of the types of parks, recreation, and trail facilities that are most important to your household? (without "not provided")

Q7. How would you vote in a bond election to
fund acquisition, development, & maintenance of
types of parks, recreation, & trail facilities

	Number	Percent
Vote in favor	84	27.7 %
Might vote in favor	88	29.0 %
Not sure	59	19.5 %
Vote against	72	23.8 %
Total	303	100.0 %

Q8. Public Safety. Please rate each of the public safety items listed below using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied."

(N=307)

	Very satisfied	Satisfied	Neutral	Dissatisfi- ed	Very dissatisfied	Don't know
Q8-1. Visibility of police in the community	26.7%	45.3%	16.6%	6.8%	2.6%	2.0%
Q8-2. City's overall efforts to prevent crime	16.3%	39.4%	24.4%	8.8%	2.0%	9.1%
Q8-3. Enforcement of local traffic laws	11.7%	45.9%	24.1%	7.8%	4.9%	5.5%
Q8-4. Parking enforcement services	9.1%	33.2%	32.6%	6.2%	2.9%	16.0%
Q8-5. How quickly police respond to emergencies	17.3%	31.3%	14.7%	3.6%	0.7%	32.6%
Q8-6. Response to drug control	5.9%	12.4%	25.1%	13.0%	4.2%	39.4%
Q8-7. Response to property crime	7.2%	19.5%	25.1%	10.1%	1.6%	36.5%
Q8-8. Level of community outreach	14.7%	31.3%	27.4%	7.2%	3.3%	16.3%
Q8-9. Response to issues with transients	6.5%	14.3%	20.5%	15.6%	17.9%	25.1%

WITHOUT DON'T KNOW

Q8. Public Safety. Please rate each of the public safety items listed below using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied." (without "don't know")

(N=307)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied
Q8-1. Visibility of police in the community	27.2%	46.2%	16.9%	7.0%	2.7%
Q8-2. City's overall efforts to prevent crime	17.9%	43.4%	26.9%	9.7%	2.2%
Q8-3. Enforcement of local traffic laws	12.4%	48.6%	25.5%	8.3%	5.2%
Q8-4. Parking enforcement services	10.9%	39.5%	38.8%	7.4%	3.5%
Q8-5. How quickly police respond to emergencies	25.6%	46.4%	21.7%	5.3%	1.0%
Q8-6. Response to drug control	9.7%	20.4%	41.4%	21.5%	7.0%
Q8-7. Response to property crime	11.3%	30.8%	39.5%	15.9%	2.6%
Q8-8. Level of community outreach	17.5%	37.4%	32.7%	8.6%	3.9%
Q8-9. Response to issues with transients	8.7%	19.1%	27.4%	20.9%	23.9%

Q9. Which TWO of the public safety items listed in Question 8 do you think should receive the MOST EMPHASIS from City leaders over the next TWO years?

Q9. Top choice	Number	Percent
Visibility of police in the community	27	8.8 %
City's overall efforts to prevent crime	38	12.4 %
Enforcement of local traffic laws	18	5.9 %
Parking enforcement services	4	1.3 %
How quickly police respond to emergencies	19	6.2 %
Response to drug control	19	6.2 %
Response to property crime	7	2.3 %
Level of community outreach	13	4.2 %
Response to issues with transients	134	43.6 %
None chosen	28	9.1 %
Total	307	100.0 %

Q9. Which TWO of the public safety items listed in Question 8 do you think should receive the MOST EMPHASIS from City leaders over the next TWO years?

Q9. 2nd choice	Number	Percent
Visibility of police in the community	20	6.5 %
City's overall efforts to prevent crime	43	14.0 %
Enforcement of local traffic laws	18	5.9 %
Parking enforcement services	7	2.3 %
How quickly police respond to emergencies	23	7.5 %
Response to drug control	50	16.3 %
Response to property crime	36	11.7 %
Level of community outreach	21	6.8 %
Response to issues with transients	46	15.0 %
None chosen	43	14.0 %
Total	307	100.0 %

SUM OF TOP 2 CHOICES

Q9. Which TWO of the public safety items listed in Question 8 do you think should receive the MOST EMPHASIS from City leaders over the next TWO years? (top 2)

<u>Q9. Sum of Top 2 Choices</u>	<u>Number</u>	<u>Percent</u>
Visibility of police in the community	47	15.3 %
City's overall efforts to prevent crime	81	26.4 %
Enforcement of local traffic laws	36	11.7 %
Parking enforcement services	11	3.6 %
How quickly police respond to emergencies	42	13.7 %
Response to drug control	69	22.5 %
Response to property crime	43	14.0 %
Level of community outreach	34	11.1 %
Response to issues with transients	180	58.6 %
<u>None chosen</u>	<u>28</u>	<u>9.1 %</u>
Total	571	

Q10. Communication. Where do you currently get news and information about city programs, services, and events?

Q10. Where do you currently get news & information about City programs, services, & events	Number	Percent
"Trail News" quarterly publication	219	71.3 %
City website	74	24.1 %
Newspaper	88	28.7 %
Friends	104	33.9 %
Radio	27	8.8 %
Social media (Facebook, Twitter, Instagram, LinkedIn)	134	43.6 %
Public meetings	28	9.1 %
City's mobile app ("GO Request")	6	2.0 %
YouTube	4	1.3 %
Citizen Involvement Committee	12	3.9 %
TV local news	91	29.6 %
Nextdoor	88	28.7 %
Neighborhood Association	57	18.6 %
Utility bill	70	22.8 %
Flyers	64	20.8 %
E-newsletter	12	3.9 %
Other	10	3.3 %
Total	1088	

Q10. Other

Q10-17. Other	Number	Percent
Library	1	11.1 %
Library boards	1	11.1 %
Library web page	1	11.1 %
No publications at all	1	11.1 %
Oregon City Chit Chat, the City Hall FB posts, Police FB posts	1	11.1 %
Pioneer Center	1	11.1 %
School members	1	11.1 %
Search engine	1	11.1 %
Swimming pool	1	11.1 %
Total	9	100.0 %

Q10a. From which TWO sources listed in Question 10 would you MOST PREFER to get information from the City?

Q10a. Top choice	Number	Percent
"Trail News" quarterly publication	89	29.0 %
City website	22	7.2 %
Newspaper	19	6.2 %
Friends	1	0.3 %
Radio	5	1.6 %
Social media (Facebook, Twitter, Instagram, LinkedIn)	57	18.6 %
Public meetings	3	1.0 %
City's mobile app ("GO Request")	6	2.0 %
Citizen Involvement Committee	3	1.0 %
TV local news	12	3.9 %
Nextdoor	8	2.6 %
Neighborhood Association	3	1.0 %
Utility bill	10	3.3 %
Flyers	14	4.6 %
E-newsletter	22	7.2 %
Other	1	0.3 %
None chosen	32	10.4 %
Total	307	100.0 %

Q10a. From which TWO sources listed in Question 10 would you MOST PREFER to get information from the City?

Q10a. 2nd choice	Number	Percent
"Trail News" quarterly publication	47	15.3 %
City website	22	7.2 %
Newspaper	18	5.9 %
Friends	5	1.6 %
Radio	3	1.0 %
Social media (Facebook, Twitter, Instagram, LinkedIn)	26	8.5 %
Public meetings	5	1.6 %
City's mobile app ("GO Request")	9	2.9 %
YouTube	2	0.7 %
Citizen Involvement Committee	4	1.3 %
TV local news	26	8.5 %
Nextdoor	17	5.5 %
Neighborhood Association	14	4.6 %
Utility bill	17	5.5 %
Flyers	23	7.5 %
E-newsletter	21	6.8 %
Other	1	0.3 %
None chosen	47	15.3 %
Total	307	100.0 %

SUM OF TOP 2 CHOICES**Q10a. From which TWO sources listed in Question 10 would you MOST PREFER to get information from the City? (top 2)**

Q10a. Sum of Top 2 Choices	Number	Percent
"Trail News" quarterly publication	136	44.3 %
City website	44	14.3 %
Newspaper	37	12.1 %
Friends	6	2.0 %
Radio	8	2.6 %
Social media (Facebook, Twitter, Instagram, LinkedIn)	83	27.0 %
Public meetings	8	2.6 %
City's mobile app ("GO Request")	15	4.9 %
YouTube	2	0.7 %
Citizen Involvement Committee	7	2.3 %
TV local news	38	12.4 %
Nextdoor	25	8.1 %
Neighborhood Association	17	5.5 %
Utility bill	27	8.8 %
Flyers	37	12.1 %
E-newsletter	43	14.0 %
Other	2	0.7 %
None chosen	32	10.4 %
Total	567	

Q10b. How frequently would you like to receive information from the City?

Q10b. Top choice	Number	Percent
Daily	17	5.5 %
Weekly	89	29.0 %
Monthly	134	43.6 %
Quarterly	39	12.7 %
Don't know	28	9.1 %
Total	307	100.0 %

Q10b. How frequently would you like to receive information from the City?

Q10b. 2nd choice	Number	Percent
Daily	17	5.5 %
Weekly	52	16.9 %
Monthly	89	29.0 %
Quarterly	77	25.1 %
Don't know	72	23.5 %
Total	307	100.0 %

SUM OF TOP 2 CHOICES**Q10b. How frequently would you like to receive information from the City? (top 2)**

Q10b. Sum of Top 2 Choices	Number	Percent
Daily	34	11.1 %
Weekly	141	45.9 %
Monthly	223	72.6 %
Quarterly	116	37.8 %
Don't know	28	9.1 %
Total	542	

Q11. Which of the following types of information would you like to receive from the City of Oregon City?

Q11. What types of information would you like to receive from City of Oregon	Number	Percent
City Commission's goals & objectives	176	57.3 %
Public safety (police)	231	75.2 %
Public works (infrastructure & transportation updates)	207	67.4 %
Special events	221	72.0 %
Community-based stories (what is going on locally)	184	59.9 %
Economic development	204	66.4 %
Library services & programs	148	48.2 %
Parks & Recreation programs & services	192	62.5 %
Other	11	3.6 %
Total	1574	

Q11. Other

Q11-9. Other	Number	Percent
Code changes that affect my property	1	9.1 %
Land use changes	1	9.1 %
Land use planning	1	9.1 %
More items for low income children to participate in	1	9.1 %
School events	1	9.1 %
Services for the elderly	1	9.1 %
Upcoming events/activities before they occur to plan to attend	1	9.1 %
Volunteer opportunities	1	9.1 %
What we are doing about over crowded and run down elementary schools	1	9.1 %
What's being done about transients	1	9.1 %
Willamette Falls	1	9.1 %
Total	11	100.0 %

Q12. Please rate each of the communication items listed below using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied."

(N=307)

	Very satisfied	Satisfied	Neutral	Dissatisfi- ed	Very dissatisfied	Don't know
Q12-1. Availability of information about City programs & services	5.5%	30.0%	39.4%	12.1%	1.6%	11.4%
Q12-2. Overall quality of City's website	2.6%	23.5%	27.7%	12.7%	1.3%	32.2%
Q12-3. Level of public involvement in decision making	2.3%	14.7%	29.6%	20.8%	8.5%	24.1%
Q12-4. Timeliness of information provided by City	2.3%	22.1%	37.5%	13.7%	2.9%	21.5%
Q12-5. Quality of content on social media (Facebook, Twitter, Instagram)	2.0%	17.6%	23.8%	8.5%	3.3%	45.0%
Q12-6. City's mobile app (GO request)	0.7%	2.9%	14.3%	2.6%	1.3%	78.2%

WITHOUT DON'T KNOW

Q12. Please rate each of the communication items listed below using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied." (without "don't know")

(N=307)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied
Q12-1. Availability of information about City programs & services	6.3%	33.8%	44.5%	13.6%	1.8%
Q12-2. Overall quality of City's website	3.8%	34.6%	40.9%	18.8%	1.9%
Q12-3. Level of public involvement in decision making	3.0%	19.3%	39.1%	27.5%	11.2%
Q12-4. Timeliness of information provided by City	2.9%	28.2%	47.7%	17.4%	3.7%
Q12-5. Quality of content on social media (Facebook, Twitter, Instagram)	3.6%	32.0%	43.2%	15.4%	5.9%
Q12-6. City's mobile app (GO request)	3.0%	13.4%	65.7%	11.9%	6.0%

Q13. Code Enforcement. Using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied," please rate your satisfaction with each of the following code enforcement items.

(N=307)

	Very satisfied	Satisfied	Neutral	Dissatisfi- ed	Very dissatisfied	Don't know
Q13-1. Enforcing cleanup of litter & debris on private property	6.2%	15.0%	22.5%	27.0%	7.8%	21.5%
Q13-2. Enforcing mowing/trimming of grass & weeds on private property	5.5%	13.7%	25.7%	23.8%	7.8%	23.5%
Q13-3. Enforcing codes designed to protect public safety & health	6.2%	20.5%	25.1%	14.0%	6.2%	28.0%
Q13-4. Enforcing sign regulation	3.9%	19.2%	27.7%	13.4%	2.6%	33.2%

WITHOUT DON'T KNOW

Q13. Code Enforcement. Using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied," please rate your satisfaction with each of the following code enforcement items. (without "don't know")

(N=307)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied
Q13-1. Enforcing cleanup of litter & debris on private property	7.9%	19.1%	28.6%	34.4%	10.0%
Q13-2. Enforcing mowing/trimming of grass & weeds on private property	7.2%	17.9%	33.6%	31.1%	10.2%
Q13-3. Enforcing codes designed to protect public safety & health	8.6%	28.5%	34.8%	19.5%	8.6%
Q13-4. Enforcing sign regulation	5.9%	28.8%	41.5%	20.0%	3.9%

Q14. Which TWO of the code enforcement items listed in Question 13 do you think should receive the MOST EMPHASIS from City leaders over the next TWO years?

Q14. Top choice	Number	Percent
Enforcing cleanup of litter & debris on private property	125	40.7 %
Enforcing mowing/trimming of grass & weeds on private property	33	10.7 %
Enforcing codes designed to protect public safety & health	79	25.7 %
Enforcing sign regulation	15	4.9 %
None chosen	55	17.9 %
Total	307	100.0 %

Q14. Which TWO of the code enforcement items listed in Question 13 do you think should receive the MOST EMPHASIS from City leaders over the next TWO years?

Q14. 2nd choice	Number	Percent
Enforcing cleanup of litter & debris on private property	76	24.8 %
Enforcing mowing/trimming of grass & weeds on private property	58	18.9 %
Enforcing codes designed to protect public safety & health	70	22.8 %
Enforcing sign regulation	27	8.8 %
None chosen	76	24.8 %
Total	307	100.0 %

SUM OF TOP 2 CHOICES

Q14. Which TWO of the code enforcement items listed in Question 13 do you think should receive the MOST EMPHASIS from City leaders over the next TWO years? (top 2)

Q14. Sum of Top 2 Choices	Number	Percent
Enforcing cleanup of litter & debris on private property	201	65.5 %
Enforcing mowing/trimming of grass & weeds on private property	91	29.6 %
Enforcing codes designed to protect public safety & health	149	48.5 %
Enforcing sign regulation	42	13.7 %
None chosen	55	17.9 %
Total	538	

Q15. Transportation and Infrastructure. Please rate each of the following street maintenance/service items using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied."

(N=307)

	Very satisfied	Satisfied	Neutral	Dissatisfi- ed	Very dissatisfied	Don't know
Q15-1. Maintenance of major City streets	8.5%	45.0%	17.9%	21.8%	4.2%	2.6%
Q15-2. Maintenance of streets in your neighborhood	11.1%	41.4%	16.6%	16.9%	12.1%	2.0%
Q15-3. Snow & ice response on major City streets	9.4%	39.4%	23.8%	13.7%	4.6%	9.1%
Q15-4. Adequacy of City street lighting in your neighborhood	16.9%	51.8%	15.0%	10.1%	3.6%	2.6%
Q15-5. Condition of sidewalks in your neighborhood	9.8%	36.5%	17.9%	16.3%	13.0%	6.5%
Q15-6. On-street bicycle infrastructure (bike lanes/signs/arrows)	8.1%	29.3%	30.0%	17.6%	5.5%	9.4%
Q15-7. Accessibility of public transportation options	9.4%	32.9%	20.5%	11.7%	7.5%	17.9%
Q15-8. Availability of safe pedestrian ways on major streets & routes	7.2%	34.5%	21.2%	21.5%	9.1%	6.5%
Q15-9. Availability of safe pedestrian ways in your neighborhood	11.1%	38.1%	20.5%	15.0%	10.4%	4.9%
Q15-10. Quality of sidewalks for people with mobility challenges	5.2%	22.1%	22.1%	16.9%	9.4%	24.1%
Q15-11. Traffic calming measures in your neighborhood, for example, traffic circles, speed humps, or radar speed signs	8.5%	27.0%	26.1%	17.3%	11.7%	9.4%
Q15-12. Alternative means of transportation such as transit, bicycling, walking	6.8%	32.9%	27.4%	12.1%	7.2%	13.7%

WITHOUT DON'T KNOW

Q15. Transportation and Infrastructure. Please rate each of the following street maintenance/service items using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied." (without "don't know")

(N=307)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied
Q15-1. Maintenance of major City streets	8.7%	46.2%	18.4%	22.4%	4.3%
Q15-2. Maintenance of streets in your neighborhood	11.3%	42.2%	16.9%	17.3%	12.3%
Q15-3. Snow & ice response on major City streets	10.4%	43.4%	26.2%	15.1%	5.0%
Q15-4. Adequacy of City street lighting in your neighborhood	17.4%	53.2%	15.4%	10.4%	3.7%
Q15-5. Condition of sidewalks in your neighborhood	10.5%	39.0%	19.2%	17.4%	13.9%
Q15-6. On-street bicycle infrastructure (bike lanes/signs/arrows)	9.0%	32.4%	33.1%	19.4%	6.1%
Q15-7. Accessibility of public transportation options	11.5%	40.1%	25.0%	14.3%	9.1%
Q15-8. Availability of safe pedestrian ways on major streets & routes	7.7%	36.9%	22.6%	23.0%	9.8%
Q15-9. Availability of safe pedestrian ways in your neighborhood	11.6%	40.1%	21.6%	15.8%	11.0%
Q15-10. Quality of sidewalks for people with mobility challenges	6.9%	29.2%	29.2%	22.3%	12.4%
Q15-11. Traffic calming measures in your neighborhood, for example, traffic circles, speed humps, or radar speed signs	9.4%	29.9%	28.8%	19.1%	12.9%
Q15-12. Alternative means of transportation such as transit, bicycling, walking	7.9%	38.1%	31.7%	14.0%	8.3%

Q16. Which TWO of the transportation and infrastructure items listed in Question 15 do you think should receive the MOST EMPHASIS from City leaders over the next TWO years?

Q16. Top choice	Number	Percent
Maintenance of major City streets	75	24.4 %
Maintenance of streets in your neighborhood	32	10.4 %
Snow & ice response on major City streets	22	7.2 %
Adequacy of City street lighting in your neighborhood	8	2.6 %
Condition of sidewalks in your neighborhood	22	7.2 %
On-street bicycle infrastructure (bike lanes/signs/arrows)	10	3.3 %
Accessibility of public transportation options	21	6.8 %
Availability of safe pedestrian ways on major streets & routes	31	10.1 %
Availability of safe pedestrian ways in your neighborhood	8	2.6 %
Quality of sidewalks for people with mobility challenges	13	4.2 %
Traffic calming measures in your neighborhood, for example, traffic circles, speed humps, or radar speed signs	27	8.8 %
Alternative means of transportation such as transit, bicycling, walking	14	4.6 %
None chosen	24	7.8 %
Total	307	100.0 %

Q16. Which TWO of the transportation and infrastructure items listed in Question 15 do you think should receive the MOST EMPHASIS from City leaders over the next TWO years?

Q16. 2nd choice	Number	Percent
Maintenance of major City streets	23	7.5 %
Maintenance of streets in your neighborhood	44	14.3 %
Snow & ice response on major City streets	29	9.4 %
Adequacy of City street lighting in your neighborhood	16	5.2 %
Condition of sidewalks in your neighborhood	19	6.2 %
On-street bicycle infrastructure (bike lanes/signs/arrows)	11	3.6 %
Accessibility of public transportation options	11	3.6 %
Availability of safe pedestrian ways on major streets & routes	25	8.1 %
Availability of safe pedestrian ways in your neighborhood	26	8.5 %
Quality of sidewalks for people with mobility challenges	17	5.5 %
Traffic calming measures in your neighborhood, for example, traffic circles, speed humps, or radar speed signs	29	9.4 %
Alternative means of transportation such as transit, bicycling, walking	15	4.9 %
None chosen	42	13.7 %
Total	307	100.0 %

SUM OF TOP 2 CHOICES

Q16. Which TWO of the transportation and infrastructure items listed in Question 15 do you think should receive the MOST EMPHASIS from City leaders over the next TWO years? (top 2)

<u>Q16. Sum of Top 2 Choices</u>	<u>Number</u>	<u>Percent</u>
Maintenance of major City streets	98	31.9 %
Maintenance of streets in your neighborhood	76	24.8 %
Snow & ice response on major City streets	51	16.6 %
Adequacy of City street lighting in your neighborhood	24	7.8 %
Condition of sidewalks in your neighborhood	41	13.4 %
On-street bicycle infrastructure (bike lanes/signs/arrows)	21	6.8 %
Accessibility of public transportation options	32	10.4 %
Availability of safe pedestrian ways on major streets & routes	56	18.2 %
Availability of safe pedestrian ways in your neighborhood	34	11.1 %
Quality of sidewalks for people with mobility challenges	30	9.8 %
Traffic calming measures in your neighborhood, for example, traffic circles, speed humps, or radar speed signs	56	18.2 %
Alternative means of transportation such as transit, bicycling, walking	29	9.4 %
<u>None chosen</u>	<u>24</u>	<u>7.8 %</u>
Total	572	

Q17. Public Library Services. Using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied," please rate your satisfaction with each of the following Public Library services.

(N=307)

	Very satisfied	Satisfied	Neutral	Dissatisfi- ed	Very dissatisfied	Don't know
Q17-1. Selection of physical resources available (books, CD's, & DVD's)	16.9%	30.3%	14.3%	5.5%	1.6%	31.3%
Q17-2. Selection of digital resources available online (e.g. eBooks, downloadable audio, streaming films)	15.6%	27.4%	16.3%	2.0%	0.3%	38.4%
Q17-3. Events for seniors	6.5%	12.1%	20.2%	2.3%	0.3%	58.6%
Q17-4. Events for adults (e.g. informational, literary, participatory, entertainment)	8.1%	16.6%	22.1%	4.2%	0.7%	48.2%
Q17-5. Events for teens (e.g. Teen Advisory Council, crafts, summer reading)	6.2%	12.7%	18.2%	2.0%	1.0%	59.9%
Q17-6. Events for children (e.g. early literacy development, story times, summer reading program)	12.1%	19.9%	16.0%	2.0%	0.7%	49.5%
Q17-7. Reader's Advisory (help finding something to read)	10.1%	19.2%	18.6%	0.7%	0.7%	50.8%
Q17-8. Selection of reference & research tools	10.7%	22.1%	21.5%	1.6%	1.3%	42.7%
Q17-9. Access to computers & library Wi-Fi	16.6%	29.3%	16.6%	0.3%	0.7%	36.5%
Q17-10. Ease of booking meeting rooms	6.2%	12.4%	16.3%	0.3%	0.7%	64.2%
Q17-11. Library as hub of community information	12.4%	19.2%	20.5%	2.6%	1.0%	44.3%
Q17-12. Outreach-programs and/or services in the community outside of library	6.8%	14.3%	18.2%	2.9%	1.3%	56.4%

WITHOUT DON'T KNOW

Q17. Public Library Services. Using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied," please rate your satisfaction with each of the following Public Library services. (without "don't know")

(N=307)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied
Q17-1. Selection of physical resources available (books, CD's, & DVD's)	24.6%	44.1%	20.9%	8.1%	2.4%
Q17-2. Selection of digital resources available online (e.g. eBooks, downloadable audio, streaming films)	25.4%	44.4%	26.5%	3.2%	0.5%
Q17-3. Events for seniors	15.7%	29.1%	48.8%	5.5%	0.8%
Q17-4. Events for adults (e.g. informational, literary, participatory, entertainment)	15.7%	32.1%	42.8%	8.2%	1.3%
Q17-5. Events for teens (e.g. Teen Advisory Council, crafts, summer reading)	15.4%	31.7%	45.5%	4.9%	2.4%
Q17-6. Events for children (e.g. early literacy development, story times, summer reading program)	23.9%	39.4%	31.6%	3.9%	1.3%
Q17-7. Reader's Advisory (help finding something to read)	20.5%	39.1%	37.7%	1.3%	1.3%
Q17-8. Selection of reference & research tools	18.8%	38.6%	37.5%	2.8%	2.3%
Q17-9. Access to computers & library Wi-Fi	26.2%	46.2%	26.2%	0.5%	1.0%
Q17-10. Ease of booking meeting rooms	17.3%	34.5%	45.5%	0.9%	1.8%
Q17-11. Library as hub of community information	22.2%	34.5%	36.8%	4.7%	1.8%
Q17-12. Outreach-programs and/or services in the community outside of library	15.7%	32.8%	41.8%	6.7%	3.0%

Q18. Which TWO of the public library items listed in Question 17 do you think should receive the MOST EMPHASIS from City leaders over the next TWO years?

Q18. Top choice	Number	Percent
Selection of physical resources available (books, CD's, & DVD's)	51	16.6 %
Selection of digital resources available online (e.g. eBooks, downloadable audio, streaming films)	19	6.2 %
Events for seniors	22	7.2 %
Events for adults (e.g. informational, literary, participatory, entertainment)	13	4.2 %
Events for teens (e.g. Teen Advisory Council, crafts, summer reading)	13	4.2 %
Events for children (e.g. early literacy development, story times, summer reading program)	23	7.5 %
Reader's Advisory (help finding something to read)	2	0.7 %
Selection of reference & research tools	6	2.0 %
Access to computers & library Wi-Fi	10	3.3 %
Ease of booking meeting rooms	2	0.7 %
Library as hub of community information	11	3.6 %
Outreach-programs and/or services in the community outside of library	25	8.1 %
None chosen	110	35.8 %
Total	307	100.0 %

Q18. Which TWO of the public library items listed in Question 17 do you think should receive the MOST EMPHASIS from City leaders over the next TWO years?

Q18. 2nd choice	Number	Percent
Selection of physical resources available (books, CD's, & DVD's)	14	4.6 %
Selection of digital resources available online (e.g. eBooks, downloadable audio, streaming films)	21	6.8 %
Events for seniors	17	5.5 %
Events for adults (e.g. informational, literary, participatory, entertainment)	23	7.5 %
Events for teens (e.g. Teen Advisory Council, crafts, summer reading)	15	4.9 %
Events for children (e.g. early literacy development, story times, summer reading program)	18	5.9 %
Reader's Advisory (help finding something to read)	1	0.3 %
Selection of reference & research tools	7	2.3 %
Access to computers & library Wi-Fi	17	5.5 %
Ease of booking meeting rooms	3	1.0 %
Library as hub of community information	29	9.4 %
Outreach-programs and/or services in the community outside of library	17	5.5 %
None chosen	125	40.7 %
Total	307	100.0 %

SUM OF TOP 2 CHOICES**Q18. Which TWO of the public library items listed in Question 17 do you think should receive the MOST EMPHASIS from City leaders over the next TWO years? (top 2)**

Q18. Sum of Top 2 Choices	Number	Percent
Selection of physical resources available (books, CD's, & DVD's)	65	21.2 %
Selection of digital resources available online (e.g. eBooks, downloadable audio, streaming films)	40	13.0 %
Events for seniors	39	12.7 %
Events for adults (e.g. informational, literary, participatory, entertainment)	36	11.7 %
Events for teens (e.g. Teen Advisory Council, crafts, summer reading)	28	9.1 %
Events for children (e.g. early literacy development, story times, summer reading program)	41	13.4 %
Reader's Advisory (help finding something to read)	3	1.0 %
Selection of reference & research tools	13	4.2 %
Access to computers & library Wi-Fi	27	8.8 %
Ease of booking meeting rooms	5	1.6 %
Library as hub of community information	40	13.0 %
Outreach-programs and/or services in the community outside of library	42	13.7 %
None chosen	110	35.8 %
Total	489	

Q19. How do you get information about the library?

Q19. How do you get information about the library	Number	Percent
E-newsletter	41	13.4 %
Library staff	50	16.3 %
Word of mouth	70	22.8 %
City's website	54	17.6 %
Flyers	34	11.1 %
Newspaper	39	12.7 %
Library's social media	48	15.6 %
Others social media	14	4.6 %
Trail News	119	38.8 %
Other	17	5.5 %
Total	486	

Q19. Other

Q19-11. Other	Number	Percent
Drive by the library	1	6.3 %
Driving past it	1	6.3 %
Going to library	9	56.3 %
Library website	1	6.3 %
Neighborhood association	1	6.3 %
School	1	6.3 %
UNCC	1	6.3 %
Website	1	6.3 %
Total	16	100.0 %

Q20. Capital Investments. Funding for capital investments is limited. For some projects, such as Meyers Road and Highway 213, the City looks for substantial federal, state, and regional grant funds to pay for the majority of the costs. But for other projects, such as park improvements or sidewalk maintenance, we have to use local tax dollars. In looking at how we should spend your local tax dollars on capital projects over the next decade, please indicate which FIVE of the projects listed below should be the TOP PRIORITIES.

Q20. Top choice	Number	Percent
Recreation facilities such as Pioneer Community Center & City pool	27	8.8 %
Park improvements & maintenance	24	7.8 %
Road maintenance/pavement preservation (such as overlay projects)	102	33.2 %
Sidewalks	40	13.0 %
Intersection/road corridor improvements to improve non-motorized access & traffic flow	29	9.4 %
Willamette Falls Legacy Project	50	16.3 %
Tourism	5	1.6 %
Natural habitat restoration	16	5.2 %
None chosen	14	4.6 %
Total	307	100.0 %

Q20. Capital Investments. Funding for capital investments is limited. For some projects, such as Meyers Road and Highway 213, the City looks for substantial federal, state, and regional grant funds to pay for the majority of the costs. But for other projects, such as park improvements or sidewalk maintenance, we have to use local tax dollars. In looking at how we should spend your local tax dollars on capital projects over the next decade, please indicate which FIVE of the projects listed below should be the TOP PRIORITIES.

Q20. 2nd choice	Number	Percent
Recreation facilities such as Pioneer Community Center & City pool	23	7.5 %
Park improvements & maintenance	44	14.3 %
Road maintenance/pavement preservation (such as overlay projects)	52	16.9 %
Sidewalks	59	19.2 %
Intersection/road corridor improvements to improve non-motorized access & traffic flow	19	6.2 %
Willamette Falls Legacy Project	44	14.3 %
Tourism	24	7.8 %
Natural habitat restoration	23	7.5 %
None chosen	19	6.2 %
Total	307	100.0 %

Q20. Capital Investments. Funding for capital investments is limited. For some projects, such as Meyers Road and Highway 213, the City looks for substantial federal, state, and regional grant funds to pay for the majority of the costs. But for other projects, such as park improvements or sidewalk maintenance, we have to use local tax dollars. In looking at how we should spend your local tax dollars on capital projects over the next decade, please indicate which FIVE of the projects listed below should be the TOP PRIORITIES.

Q20. 3rd choice	Number	Percent
Recreation facilities such as Pioneer Community Center & City pool	45	14.7 %
Park improvements & maintenance	57	18.6 %
Road maintenance/pavement preservation (such as overlay projects)	39	12.7 %
Sidewalks	26	8.5 %
Intersection/road corridor improvements to improve non-motorized access & traffic flow	35	11.4 %
Willamette Falls Legacy Project	25	8.1 %
Tourism	20	6.5 %
Natural habitat restoration	32	10.4 %
None chosen	28	9.1 %
Total	307	100.0 %

Q20. Capital Investments. Funding for capital investments is limited. For some projects, such as Meyers Road and Highway 213, the City looks for substantial federal, state, and regional grant funds to pay for the majority of the costs. But for other projects, such as park improvements or sidewalk maintenance, we have to use local tax dollars. In looking at how we should spend your local tax dollars on capital projects over the next decade, please indicate which FIVE of the projects listed below should be the TOP PRIORITIES.

Q20. 4th choice	Number	Percent
Recreation facilities such as Pioneer Community Center & City pool	44	14.3 %
Park improvements & maintenance	57	18.6 %
Road maintenance/pavement preservation (such as overlay projects)	22	7.2 %
Sidewalks	25	8.1 %
Intersection/road corridor improvements to improve non-motorized access & traffic flow	30	9.8 %
Willamette Falls Legacy Project	30	9.8 %
Tourism	23	7.5 %
Natural habitat restoration	36	11.7 %
None chosen	40	13.0 %
Total	307	100.0 %

Q20. Capital Investments. Funding for capital investments is limited. For some projects, such as Meyers Road and Highway 213, the City looks for substantial federal, state, and regional grant funds to pay for the majority of the costs. But for other projects, such as park improvements or sidewalk maintenance, we have to use local tax dollars. In looking at how we should spend your local tax dollars on capital projects over the next decade, please indicate which FIVE of the projects listed below should be the TOP PRIORITIES.

Q20. 5th choice	Number	Percent
Recreation facilities such as Pioneer Community Center & City pool	29	9.4 %
Park improvements & maintenance	29	9.4 %
Road maintenance/pavement preservation (such as overlay projects)	16	5.2 %
Sidewalks	30	9.8 %
Intersection/road corridor improvements to improve non-motorized access & traffic flow	36	11.7 %
Willamette Falls Legacy Project	32	10.4 %
Tourism	40	13.0 %
Natural habitat restoration	42	13.7 %
None chosen	53	17.3 %
Total	307	100.0 %

SUM OF TOP 5 CHOICES

Q20. Capital Investments. Funding for capital investments is limited. For some projects, such as Meyers Road and Highway 213, the City looks for substantial federal, state, and regional grant funds to pay for the majority of the costs. But for other projects, such as park improvements or sidewalk maintenance, we have to use local tax dollars. In looking at how we should spend your local tax dollars on capital projects over the next decade, please indicate which FIVE of the projects listed below should be the TOP PRIORITIES. (top 5)

Q20. Sum of Top 5 Choices	Number	Percent
Recreation facilities such as Pioneer Community Center & City pool	168	54.7 %
Park improvements & maintenance	211	68.7 %
Road maintenance/pavement preservation (such as overlay projects)	231	75.2 %
Sidewalks	180	58.6 %
Intersection/road corridor improvements to improve non-motorized access & traffic flow	149	48.5 %
Willamette Falls Legacy Project	181	59.0 %
Tourism	112	36.5 %
Natural habitat restoration	149	48.5 %
None chosen	14	4.6 %
Total	1395	

Q21. Service Expectations. Using a scale of 1 to 5, where 5 means the level of service provided by the City should be "Much Higher" than it is now and 1 means it should be "Much Lower," please indicate how the level of service provided by the City should change in each of the areas listed below.

(N=307)

	Much higher	A little higher	Stay the same	Little lower	Much lower	Don't know
Q21-1. Law enforcement	4.9%	38.1%	44.3%	2.3%	1.0%	9.4%
Q21-2. Parks, trails, & open space	15.0%	39.4%	33.6%	2.0%	2.0%	8.1%
Q21-3. Recreation facilities & programs	9.4%	35.8%	41.0%	2.0%	0.7%	11.1%
Q21-4. Transportation facilities & programs (street maintenance, new sidewalks, added bike lanes)	23.1%	46.9%	20.8%	1.3%	1.0%	6.8%
Q21-5. Utility infrastructure (water, sewer, & drainage system upgrades)	5.9%	30.3%	48.9%	2.9%	1.0%	11.1%
Q21-6. City's public library	3.9%	13.4%	57.0%	8.5%	2.6%	14.7%
Q21-7. City's code enforcement	9.1%	24.8%	42.3%	5.9%	1.6%	16.3%
Q21-8. City's permit review	5.5%	11.4%	39.1%	5.2%	3.9%	34.9%

WITHOUT DON'T KNOW

Q21. Service Expectations. Using a scale of 1 to 5, where 5 means the level of service provided by the City should be "Much Higher" than it is now and 1 means it should be "Much Lower," please indicate how the level of service provided by the City should change in each of the areas listed below. (without "don't know")

(N=307)

	Much higher	A little higher	Stay the same	Little lower	Much lower
Q21-1. Law enforcement	5.4%	42.1%	48.9%	2.5%	1.1%
Q21-2. Parks, trails, & open space	16.3%	42.9%	36.5%	2.1%	2.1%
Q21-3. Recreation facilities & programs	10.6%	40.3%	46.2%	2.2%	0.7%
Q21-4. Transportation facilities & programs (street maintenance, new sidewalks, added bike lanes)	24.8%	50.3%	22.4%	1.4%	1.0%
Q21-5. Utility infrastructure (water, sewer, & drainage system upgrades)	6.6%	34.1%	54.9%	3.3%	1.1%
Q21-6. City's public library	4.6%	15.6%	66.8%	9.9%	3.1%
Q21-7. City's code enforcement	10.9%	29.6%	50.6%	7.0%	1.9%
Q21-8. City's permit review	8.5%	17.5%	60.0%	8.0%	6.0%

Q21a. Would you be willing to pay more in taxes or fees to support an increase in the service level?

Q21a. Would you be willing to pay more in taxes or fees to support an increase in service level	Number	Percent
Yes	115	37.5 %
No	95	30.9 %
Not applicable. I do not think any levels of service need to be higher	10	3.3 %
Don't know	87	28.3 %
Total	307	100.0 %

WITHOUT DON'T KNOW**Q21a. Would you be willing to pay more in taxes or fees to support an increase in the service level?
(without "don't know")**

Q21a. Would you be willing to pay more in taxes or fees to support an increase in service level	Number	Percent
Yes	115	52.3 %
No	95	43.2 %
Not applicable. I do not think any levels of service need to be higher	10	4.5 %
Total	220	100.0 %

Q22. Please rate Oregon City using a scale of 1 to 5, where 5 means "Excellent" and 1 means "Poor," with regard to each of the following.

(N=307)

	Excellent	Good	Neutral	Below average	Poor	Don't know
Q22-1. As a place to live	26.7%	55.7%	7.5%	5.9%	2.0%	2.3%
Q22-2. As a place to raise children	21.2%	48.2%	12.1%	7.2%	2.9%	8.5%
Q22-3. As a place to work	12.7%	26.7%	23.1%	10.7%	5.9%	20.8%
Q22-4. As a place with a variety of housing choices	6.5%	38.4%	25.4%	14.3%	7.8%	7.5%
Q22-5. As a place to shop	6.2%	25.4%	21.8%	31.6%	12.1%	2.9%
Q22-6. As a place for dining & entertainment options	8.1%	29.6%	19.5%	28.0%	11.7%	2.9%
Q22-7. Overall quality of life in City	16.0%	51.8%	18.2%	9.8%	2.0%	2.3%
Q22-8. As a place to connect & interact with your neighbors	13.7%	43.6%	28.0%	7.2%	3.6%	3.9%

WITHOUT DON'T KNOW

Q22. Please rate Oregon City using a scale of 1 to 5, where 5 means "Excellent" and 1 means "Poor," with regard to each of the following. (without "don't know")

(N=307)

	Excellent	Good	Neutral	Below average	Poor
Q22-1. As a place to live	27.3%	57.0%	7.7%	6.0%	2.0%
Q22-2. As a place to raise children	23.1%	52.7%	13.2%	7.8%	3.2%
Q22-3. As a place to work	16.0%	33.7%	29.2%	13.6%	7.4%
Q22-4. As a place with a variety of housing choices	7.0%	41.5%	27.5%	15.5%	8.5%
Q22-5. As a place to shop	6.4%	26.2%	22.5%	32.6%	12.4%
Q22-6. As a place for dining & entertainment options	8.4%	30.5%	20.1%	28.9%	12.1%
Q22-7. Overall quality of life in City	16.3%	53.0%	18.7%	10.0%	2.0%
Q22-8. As a place to connect & interact with your neighbors	14.2%	45.4%	29.2%	7.5%	3.7%

Q23. Customer Service. Have you called, emailed, or visited the City with a question, problem, or complaint during the past year?

Q23. Have you called, emailed, or visited City during past year	Number	Percent
Yes	130	42.3 %
No	166	54.1 %
Don't know	11	3.6 %
Total	307	100.0 %

WITHOUT DON'T KNOW

Q23. Customer Service. Have you called, emailed, or visited the City with a question, problem, or complaint during the past year? (without "don't know")

Q23. Have you called, emailed, or visited City during past year	Number	Percent
Yes	130	43.9 %
No	166	56.1 %
Total	296	100.0 %

Q23a. How easy was it to contact the person you needed to reach?

Q23a. How easy was it to contact the person you needed to reach	Number	Percent
Very easy	51	39.2 %
Somewhat easy	49	37.7 %
Difficult	20	15.4 %
Very difficult	6	4.6 %
Don't know	4	3.1 %
Total	130	100.0 %

WITHOUT DON'T KNOW**Q23a. How easy was it to contact the person you needed to reach? (without "don't know")**

Q23a. How easy was it to contact the person you needed to reach	Number	Percent
Very easy	51	40.5 %
Somewhat easy	49	38.9 %
Difficult	20	15.9 %
Very difficult	6	4.8 %
Total	126	100.0 %

Q23b. What department did you contact?

<u>Q23b. What department did you contact</u>	<u>Number</u>	<u>Percent</u>
Police	32	24.6 %
Code Enforcement	48	36.9 %
Community Development (permits)	27	20.8 %
Parks & Recreation	21	16.2 %
Oregon City Public Library	15	11.5 %
Event Permits	6	4.6 %
Financial Services/Utility Billing	18	13.8 %
Transportation Services (streets)	18	13.8 %
Administration (public records)	12	9.2 %
Public Works (water/sewer/solid waste)	40	30.8 %
Municipal Court	7	5.4 %
Other	11	8.5 %
Total	255	

Q23b. Other

<u>Q23b-12. Other</u>	<u>Number</u>	<u>Percent</u>
Building permits	1	9.1 %
CITY COUNCIL	1	9.1 %
City Commission, Planning Commission	1	9.1 %
City Commission	1	9.1 %
Disaster preparedness	1	9.1 %
Fire Dept	1	9.1 %
Fire department, smoke alarms, Health dept. mold	1	9.1 %
MEDICAL WASTE	1	9.1 %
Permitting, taxes	1	9.1 %
Person to donate to seniors (community services)	1	9.1 %
Rent	1	9.1 %
Total	11	100.0 %

Q23c. Several factors that may influence your perception of the quality of customer service you receive from City employees are listed below. For each item, please rate how often the employees you have contacted during the past year have displayed the behavior described on a scale of 1 to 5, where 5 means "Always" and 1 means "Never."

(N=130)

	Always	Usually	Sometimes	Seldom	Never	Don't know
Q23c-1. They were courteous & polite	51.5%	27.7%	9.2%	5.4%	0.8%	5.4%
Q23c-2. They gave prompt, accurate, & complete answers to questions	43.1%	25.4%	16.2%	6.9%	3.1%	5.4%
Q23c-3. They did what they said they would do in a timely manner	38.5%	26.2%	13.1%	7.7%	2.3%	12.3%
Q23c-4. They helped you resolve an issue to your satisfaction	31.5%	30.8%	13.1%	10.0%	6.9%	7.7%

WITHOUT DON'T KNOW

Q23c. Several factors that may influence your perception of the quality of customer service you receive from City employees are listed below. For each item, please rate how often the employees you have contacted during the past year have displayed the behavior described on a scale of 1 to 5, where 5 means "Always" and 1 means "Never." (without "don't know")

(N=130)

	Always	Usually	Sometimes	Seldom	Never
Q23c-1. They were courteous & polite	54.5%	29.3%	9.8%	5.7%	0.8%
Q23c-2. They gave prompt, accurate, & complete answers to questions	45.5%	26.8%	17.1%	7.3%	3.3%
Q23c-3. They did what they said they would do in a timely manner	43.9%	29.8%	14.9%	8.8%	2.6%
Q23c-4. They helped you resolve an issue to your satisfaction	34.2%	33.3%	14.2%	10.8%	7.5%

Q24. Land Development. Using a scale of 1 to 5, where 5 means "Much Too Slow" and 1 means "Much Too Fast," please rate the City's current pace of development in each of the following areas.

(N=307)

	Much too slow	Too slow	Just right	Too fast	Much too fast	Don't know
Q24-1. Employment opportunities	8.8%	31.6%	21.5%	0.0%	1.3%	36.8%
Q24-2. Office development	3.6%	17.6%	33.2%	2.9%	1.0%	41.7%
Q24-3. Retail/restaurants/services	15.3%	37.1%	30.9%	1.6%	1.0%	14.0%
Q24-4. Technology & other industry	12.7%	32.6%	20.8%	0.7%	1.0%	32.2%
Q24-5. Housing options for aging population	13.4%	28.3%	21.5%	2.0%	1.0%	33.9%
Q24-6. Apartments	6.2%	14.0%	32.9%	12.1%	9.4%	25.4%
Q24-7. Townhomes/row houses	5.5%	13.4%	30.3%	15.0%	11.4%	24.4%
Q24-8. Entry level single family homes	15.0%	21.5%	27.4%	11.1%	6.2%	18.9%
Q24-9. Single Family Homes (e.g. large lots/homes)	10.1%	13.4%	37.1%	11.7%	9.4%	18.2%

WITHOUT DON'T KNOW

Q24. Land Development. Using a scale of 1 to 5, where 5 means "Much Too Slow" and 1 means "Much Too Fast," please rate the City's current pace of development in each of the following areas. (without "don't know")

(N=307)

	Much too slow	Too slow	Just right	Too fast	Much too fast
Q24-1. Employment opportunities	13.9%	50.0%	34.0%	0.0%	2.1%
Q24-2. Office development	6.1%	30.2%	57.0%	5.0%	1.7%
Q24-3. Retail/restaurants/services	17.8%	43.2%	36.0%	1.9%	1.1%
Q24-4. Technology & other industry	18.8%	48.1%	30.8%	1.0%	1.4%
Q24-5. Housing options for aging population	20.2%	42.9%	32.5%	3.0%	1.5%
Q24-6. Apartments	8.3%	18.8%	44.1%	16.2%	12.7%
Q24-7. Townhomes/row houses	7.3%	17.7%	40.1%	19.8%	15.1%
Q24-8. Entry level single family homes	18.5%	26.5%	33.7%	13.7%	7.6%
Q24-9. Single Family Homes (e.g. large lots/homes)	12.4%	16.3%	45.4%	14.3%	11.6%

Q25. Community amenities provided by the city can enhance the quality of life in Oregon City. If you could identify ONE new community amenity that could be provided by the city, what would it be?

- 4th Of July Celebration
- 4th Of July Fireworks Show on River.
- 55 and older adult community area like Tigard has.
- A fenced dog park preferably with an area for large dogs and one for small dogs
- A new recreation center pool/daycare/sport
- A new transit center where people can feel safe any time of day.
- A nice waterfront area.
- A place for youth to gather in a constructive way, i.e. Boys and Girls Club, YMCA, Big Al's Bowling
- A program or building that can accommodate the homeless and mentally ill people who tend to camp and wander the city.
- A great local dog park
- A safe place for teens to gather
- A second bottle drop.
- Allow food carts.
- Allow tiny homes on private property
- Allowing tiny homes on existing properties with houses
- Alternative recreation options
- Alternative transportation system, primarily light rail, bikes, and walking.
- An education/entertainment venue
- An extended arts and crafts fair.
- Another public elementary school
- Artisan bagel shop
- Athletic center
- Attention to Meyers road from Leland to 213
- Available parking spaces
- Benches and covered areas for transit
- Better access to pickle ball courts - need open courts (i.e. - very difficult to use based on time restrictions).
- Better and safer bike paths - and a lot more of them.
- Better pool
- Better quality restaurants, better shops
- Better roads
- Better selection of retail stores
- Better shopping
- Build more starter homes
- Building fewer homes.
- Building to the historic codes
- Business licenses. Decrease pot shops on Molalla Ave
- Camping areas like koa
- Change the location of sign "end of the Oregon Trail" away from metro transfer.
- City code enforcement

- City outdoor pool
- Community center with things for families to do including aquatic center, indoor sports
- Community dog park (McLaughlin district)
- Community garden
- Complete development of blue heron mill.
- Complete the Glenn oaks dog park, there are no fenced dog parks currently available.
- Complete the Willamette falls heritage project.
- Connecting parents with childcare options
- Control of indigent, homeless population
- Disaster preparedness (earthquake, volcano, etc.)
- Disc golf course - improve singer hill park
- Do something about the homeless, they are destroying small business and keeping visitors away, crime seems to be at a high with car break-ins and homes being broken into.
- Dog parks
- Dollar tree in Oregon City by the hilltop mall.
- Downtown indoor market
- Downtown parking.
- Electric-assist bikeshare program
- Employment opportunities
- Enclosed dog park
- Enclosed dog park
- Enforce the city codes and ordinances. The parks, trails, etc. Are full of dog poop. Dogs are allowed to run around without leashes and children have been jumped on by dogs not on a leash at parks!!!
- Entry level housing townhomes
- Expand downtown- add parking mill site
- Fenced dog park
- Fenced off-leash dog park.
- Fill up the library with books! I still have to go to west Linn or Tigard to find actual books. We don't need events, we need books and some sound baffling to block the noisy lobby.
- Focus on cleaning up Molalla Ave
- Focus on the historical importance of oc to the development of portland metro area.
- Free Wi-Fi
- Full service rec center
- Get rid of father's heart. It is bringing an unfair burden of homeless people.
- Help for people in need.
- I would like to see the city pay more attention to code violations and overgrowth on city maintained property
- Improve educational system to make one of top 10 in state
- Improve the paper mill site!
- Improved pool with added water recreation/water park features
- Improving the traffic flow and parking on main street
- Increased investment in all parks
- Indoor children activities
- Indoor multisport recreation facility

- Indoor play/discovery center for kids, Oregon City's own omsi
- Jobs, good paying/private industry
- Large community center for all ages
- Larger housing lots
- Larger restaurants
- Liberty square as a city park
- Light rail
- Limit the number of new houses being built on lots.
- Looking forward to the Willamette falls project - that should be a high priority for now
- Low cost housing/apartments
- Lower housing and stop taking up land for subdivisions!
- Lower my taxes.
- Make the falls a great family recreation site and tourist site.
- Max train service
- More dining options in Meyers rd area
- More downtown parking
- More law enforcement and community crime awareness and prevention.
- More parking downtown.
- More parks for kids in the new developments, like Holcomb!
- More recreation for small kids
- More senior activities
- More trails
- More wheel chair options-public restrooms on main!
- Motorized scooters
- Multipurpose sports complex (baseball, softball, soccer, football)
- Municipal offices providing a sense of identity and that are not split up in various locations
- Nature park
- Neighborhood Parks, I've Lived in Caufield Neighborhood, Not Much Close By For Young Children.
- New bigger pool
- New sidewalks connecting the city with the college.
- Nicer parks
- Offer more shred days, and free garbage pickup days
- Our population is aging, and we do in fact need more services for this population. The baby boomers are entering their senior years and will need affordable housing and reduced taxes to stay in their homes. I have talked to seniors that wonder how long they can afford to live in their Oregon City homes as they are being taxed out as well as paying the costs for increased utilities. This is sad as they could help with many volunteer needs in the community.
- Parking garage for downtown
- Parking, build a structure near the city core. Provide transportation to events from offsite parking - revive the trolley idea?
- Parking, especially downtown
- Parks and livability
- Parks in underserved areas. They are concentrated in older parts of the town only
- Parks, trail systems, hiking
- Police outreach to youth

- Programs encouraging diversity and more inclusionary employment options for more diverse segments
- Public restrooms
- Public unit development
- Recreation for teens
- Recreation programs for kids
- Recreational facility
- Repair Caufield St
- Restaurant and retail space - healthier fast-casual options such as Panera or Chipotle
- Restaurants and entertainment
- Restaurants and shops
- Roads, sidewalks, streetlights in all neighborhoods
- Safe streets, peds, bikes, speed bumps, etc.
- Safe walking/hiking trails.
- Seamless sidewalks, when going between neighborhoods there are too many places where there are no sidewalks or they start and stop.
- Select an lgbtq liaison. Birmingham, al is an example of a city that has done this.
- Senior community living
- Shopping
- Shopping and entertainment
- Shuttle service connecting Oregon City Gladstone and west Linn.
- Slow down land development. Keep our city smaller.
- Slow traffic. Greater enforcement of traffic laws
- Slow/wisely - Oregon City is too crowded.
- Spending our money wisely.
- Splash pad
- Stop inhibiting the paper mill from being developed to start. Allow old useless properties to be developed.
- Surf pool
- Theatre/concert hall, public event space
- To finally, without further excuses, move forward with access to Willamette falls in our lifetime. Too much politics involved.
- Tourism
- Traffic management
- Trails connecting main street to multiple different residential neighborhoods
- We are not getting quality schools for the taxes already paid. No more taxes.
- Wilderness/preserve like stub Stewart.
- Willamette falls development
- Willamette falls legacy
- Willamette falls legacy project
- Willamette falls legacy project
- Willamette falls legacy project
- YMCA or boys and girls club

Q25a. If you listed something in Question 25, Would you be willing to pay more in taxes or fees to support this new community amenity?

Q25a. Would you be willing to pay more in taxes or fees to support this new community amenity	Number	Percent
Yes	106	34.5 %
No	52	16.9 %
Not provided	149	48.5 %
Total	307	100.0 %

WITHOUT NOT PROVIDED

Q25a. If you listed something in Question 25, Would you be willing to pay more in taxes or fees to support this new community amenity? (without "not provided")

Q25a. Would you be willing to pay more in taxes or fees to support this new community amenity	Number	Percent
Yes	106	67.1 %
No	52	32.9 %
Total	158	100.0 %

Q26. Approximately how many years have you lived in Oregon City?

Q26. How many years have you lived in Oregon

City	Number	Percent
0-5	93	30.3 %
6-10	41	13.4 %
11-15	41	13.4 %
16-20	29	9.4 %
21-30	48	15.6 %
31+	54	17.6 %
Not provided	1	0.3 %
Total	307	100.0 %

WITHOUT NOT PROVIDED**Q26. Approximately how many years have you lived in Oregon City? (without "not provided")**

Q26. How many years have you lived in Oregon

City	Number	Percent
0-5	93	30.4 %
6-10	41	13.4 %
11-15	41	13.4 %
16-20	29	9.5 %
21-30	48	15.7 %
31+	54	17.6 %
Total	306	100.0 %

Q27. What is the preferred language spoken in your home?Q27. What is the preferred language spoken in
your home

	Number	Percent
Cantonese	1	0.3 %
English	294	97.7 %
Spanish	6	2.0 %
Total	301	100.0 %

Q28. What is your age?

<u>Q28. Your age</u>	<u>Number</u>	<u>Percent</u>
18-34	56	18.2 %
35-44	64	20.8 %
45-54	63	20.5 %
55-64	59	19.2 %
65+	59	19.2 %
Not provided	6	2.0 %
Total	307	100.0 %

WITHOUT NOT PROVIDED**Q28. What is your age? (without "not provided")**

<u>Q28. Your age</u>	<u>Number</u>	<u>Percent</u>
18-34	56	18.6 %
35-44	64	21.3 %
45-54	63	20.9 %
55-64	59	19.6 %
65+	59	19.6 %
Total	301	100.0 %

Q29. How many children under age 18 live in your household?

Q29. How many children under age 18 live in your household	Number	Percent
0	202	65.8 %
1	35	11.4 %
2	49	16.0 %
3	7	2.3 %
4+	6	2.0 %
Not provided	8	2.6 %
Total	307	100.0 %

WITHOUT NOT PROVIDED**Q29. How many children under age 18 live in your household? (without "not provided")**

Q29. How many children under age 18 live in your household	Number	Percent
0	202	67.6 %
1	35	11.7 %
2	49	16.4 %
3	7	2.3 %
4+	6	2.0 %
Total	299	100.0 %

Q30. What is your gender?

Q30. Your gender	Number	Percent
Male	151	49.2 %
Female	153	49.8 %
Not provided	3	1.0 %
Total	307	100.0 %

WITHOUT NOT PROVIDED**Q30. What is your gender? (without "not provided")**

Q30. Your gender	Number	Percent
Male	151	49.7 %
Female	153	50.3 %
Total	304	100.0 %

Q31. Would you say your total annual household income is...

Q31. Your total annual household income	Number	Percent
Under \$50K	54	17.6 %
\$50K to \$74,999	57	18.6 %
\$75K to \$99,999	64	20.8 %
\$100K to \$149,999	72	23.5 %
\$150K to \$199,999	20	6.5 %
\$200K+	11	3.6 %
Not provided	29	9.4 %
Total	307	100.0 %

WITHOUT NOT PROVIDED**Q31. Would you say your total annual household income is... (without "not provided")**

Q31. Your total annual household income	Number	Percent
Under \$50K	54	19.4 %
\$50K to \$74,999	57	20.5 %
\$75K to \$99,999	64	23.0 %
\$100K to \$149,999	72	25.9 %
\$150K to \$199,999	20	7.2 %
\$200K+	11	4.0 %
Total	278	100.0 %

32. If you have suggestions for improving the quality of city programs, facilities, or services, please write your suggestions in the space below.

- Affordable housing and Services like a shelter/Services to help homeless and domestic violence survivors. We need better hospital services for People with mental health issues. The waiting list for help with housing in Clackamas County is impossible!!
- As a renter, it's hard to feel involved in anything going on within the city. Though as someone who is LGBT, it would be nice if the city reached out more to this group to ensure our needs are being met since most people who live here are quite hostile it feels like.
- Athletic programs for adults and seniors
- Available apartments for disabled. Parking for lower income housing. Ensure renters are safe.
- Be mindful that many people who pay property taxes (pretty much the only funding source in the city) are retirees and on fixed incomes and if you keep up this pace of bond measures for everything you're going to force us to move because we can't afford higher and higher property taxes.
- Better alternative transportation modes and Neighborhood safety
- Better communication of city projects, what's happening
- Bring more retail and restaurant development on top of the hill where everyone lives.
- Bring more shopping/ tourism to main street.
- Center at old Kmart store for the youth and homeless would be nice. One big community center location, not five.
- Code enforcement was a problem. I had to go to the office and the person there was great and fixed the problem incurred by the person handing out cease a no desist orders. Person handing out violations should have a basic level of knowledge regarding rules in the McLaughlin district. Also, the lady I spoke with in the office re: tree replacement was great. Police officers have been terrific
- Code restriction of small restaurants/food carts.
- Community rec center for all ages, outdoor pool, sports for lower income families, sidewalks on Salmonberry. There is no safe route for kids that walk to school.
- Consider new parks and better traffic planning before approving new development
- Continue to make improvements to public school physical safety and security.
- Cut the bureaucracy. Make things easier when dealing with the city. Let people live and use their own property. Transients are not homeless-they are drug addicts and criminals and should be treated as such by the city.
- Development with a strong vision of future focus. Visionary city leaders are needed...
- Distribute funds equally and where needed.
- Do not spend your way out of trouble
- Downtown Oregon City has improved quite a bit. Now it's time to spruce up Molalla Ave.
- Due to spikes in crime I think the City needs more of a police presence. Wishful thinking perhaps but if the City could budget for more police staff to combat property crimes/theft. Obviously more resources for mental health and the homeless as well.
- Educating homeowners on helping assist with maintaining strips adjacent to each home. (i.e. Central Point Road from Kellinger to Wrestling Farms).

- Employ contractors that perform quality work. Resurfacing of Meyers Road is poor quality. The new is worse than the old.
- Encourage new businesses and light industries to increase employment opportunities. (not talking about opening more pot stores).
- Enforce codes which currently exist.
- Enforce noise pollution from cars. Create more recreation/trail opportunities. Better community policing.
- Enforce the off-leash dog laws in the city parks, this would provide the funding for dog parks.
- Fees ARE CRAZY. INSTEAD OF EXPANDING BUSINESS, WE MOVED IT INSTEAD DUE TO FEES.
- -Fenced dog park
- -More options for high quality restaurants
- -Access to light rail
- -New Seasons!!!
- -More parks
- Fix Central Point Rd., require new housing to pay for ruined streets dug up during development then left patched and rough. Require heavy trucks to use major roads not cut through neighborhood streets violate weigh limits on South End road. Enforce neighborhood speed limits with saturation patrols and if necessary use speed bumps and roundabouts to stop reckless driving and speeding.
- Fix roads! Patrol more side streets. I appreciate code enforcement on dog barking. They do an excellent job!
- Fix showers at the pool. Make sure that water treatment meets the increasing demand.
- Fix sidewalks for Wells Fargo and Bimart and area behind the Goodwill. Please add a ramp for pedestrians in wheelchairs.
- Fix the roads!
- Funding source for parks maintenance
- Get a real library that supports a city this size.
- Greater emphasis on dealing with the homeless. Eliminate problem properties and replace them with homes and businesses that are good for the city. Why so many pot shops? There should be city regulations on how they can advertise.
- Have noticed both police and transit police being extremely aggressive on multiple occasions, especially with the homeless, and honestly, it's terrifying. Three guys chasing down a 60-year-old man trying to make his connecting bus because he didn't hear that they wanted to see his pass, appearing to anyone looking like they're going to get physical if this person doesn't stop--that's not worth \$2.50. He had a pass. He showed it to them. Only then did it look like they weren't going to grab him and chuck him onto the concrete. That's alarming, not to mention unnecessary.
- Help with rent for the older people living below the poverty level.
- Hire more police officers.
- Homelessness is becoming an increasing concern.
- Housing is growing too fast. We need another elementary school for the amount of families living into OC. I would pay higher taxes to improve the existing schools and add another. We would also love food carts! Chapin Park bathrooms are terrible and need updating. Pedestrian cross walks along Molalla Ave are still not safe enough and need flashers. Especially at Barclay hills/ grocery outlet. Thank you

- How about condos, shops, restaurants, marina?
- I am a bike rider, as are many people especially children. Many people get around on skate boards and scooters and other non-powered vehicles. The bike routes and paths are often too close to auto traffic or are not available at all. Gas prices are only going to go up. More people will be looking for ways to get around town without using gasoline. Making Oregon City a more bike friendly town needs to be a priority. Benefits include a healthier, safer population, less traffic congestion on the streets and cleaner air. Less auto traffic would lower street maintenance costs. Making safer, easily accessible alternative routes for bikes will encourage more bike riders to leave their gas guzzlers in the garage.
- I like the neighborhood association. We have an excellent chair who keeps me informed more than anyone or anything else. She is very effective, honest and even-handed.
- I live car-free in Oregon City, so I would like to see more focus on pedestrian, bicycle, transit, and carsharing facilities.
- I love the dog parks. Please add a fence to at least one.
- I love the flower baskets, would love to see more perennial planters along streets. Clean up neglected thoughts.
- I would like to see programs that working adults could participate in. I can't take a water class at the pool or anything at the Pioneer Center as they are mostly daytime activities. Holding an "evening class" at 6 PM is very difficult for anyone working outside of OC to get to with traffic and working.
- I would really like advance communication about events, classes, public amenities available before they occur, so we can plan to attend, sign up for a class or inform someone who might enjoy the service/activity. We always hear about it after, when news reports it. OK when we drive by, such as the Police Night Out off Warner Parrot in August. We would have loved to take our granddaughter to it.
- I would suggest doing whatever it takes to speed up the process for building new homes. My wife and I are currently priced out of the housing market our income combined is over \$110,000. There is definitely a housing bubble in Oregon city and we will wait till it pops before we buy a home. Houses that historically averaged \$180,000 gained 48% in two years' time. That growth is unhealthy and unsustainable. I would suggest preparing for the next economic trouble coming in the next year or two. They will slow growth and cause the bubble to pop.
- If police or other city services are contacted, their personnel follow through to complete tasks.
- Improve roads and infrastructure before allowing any more housing developments. Would love to have the Green Line and the Orange Line come to the city and include the hilltop area in mass transit. Sidewalks and the traffic circle on Meyers Blvd.
- Improve services/housing for homeless. Connectivity. Fix potholes and roads. Widen roads to accommodate new housing.
- Improve shopping options such as a higher end grocery store, more locally owned restaurants, more options for healthier fast food (i.e. Cafe Yum, Chipotle, etc.)
- It is time to officially declare Water Board Park a sanctioned city park, making it off limits to any city development!
- It seems a shame to me that there is so much emphasis on restaurants and entertainment, while there is a dearth of availability of practical retailers such as office supplies and department stores, clothing, etc. Also, I am appalled at the number of permits that I've been granted for Cannabis retail stores!

- It seems that development only happens if it profits certain individuals. Tax payers shouldn't be responsible for supporting that. Provide services with all of the taxes and fees we pay. This town doesn't offer much for the money we pay.
- Let big business in and food carts. We need more opportunities and more choices.
- Listen
- Love the swimming pool Water bill is too high.
- Lower taxes and fees.
- Lower taxes and fees.
- Lower the utility fees they get higher and higher every month it seems. The utility bill is getting out of hand. I pay way too much for something that should be way less
- Maintain regular hours of operation (in which you are open to the public), M-F 8 am to 5 pm
- Molalla Ave is an embarrassment to our entire city. The schools are very bad. I had to remove our children from the area to get a good education.
- More available and affordable single-family homes would be appreciated
- More books and movies in the library, Willamette Falls Legacy Project, Broader selection of arts and crafts activities.
- More low-income housing options. Police training on domestic dispute/violence situations. More cultural programs through library.
- More options for the disabled and aging to keep and stay in their family homes without fear of loosening their home
- More restaurants
- More sidewalks, such as down the hill on South End. More people would utilize trimmed if they could safely walk from the top of South End to the nearest bus stop on 2nd. Fix the potholes, like on Molalla and Warner-Milne.
- More things for seniors in education and recreation.
- More trails and public parks. Strengthen infrastructure before allowing future development.
- More trips for seniors and more transportation at reduced rate. If/when a neighborhood is built, leave 1-2 house lots to some kind of plan structure. Also, enclosed dog park. As far as I know, there are no fenced-in dog parks. So, I have to go to Happy Valley, West Linn or Wilsonville!
- My answers regarding water are mostly due to the fact that my water here has a funny taste, so I need to filter it. It would be nice to have great tasting water straight out of the tap. Water utility bill is also high compared to last home (Seattle area) so I dinged it accordingly. Many other questions were hard to answer given my short time as a resident. Love the community in general though!!
- My biggest complaint is traffic calming. My second complaint is traffic volume.
- Need better neighborhood appearance. More code enforcement in re-planting trees that have fallen and keeping up the appearance of private homes. Home owners that leave old, unused cars, trucks, etc. Should be required to remove them. Garbage cans should be required to be put in garage or backyards!
- Need sidewalks on South End Road, from Finnegan's Way north towards John McLoughlin Elementary. Kids are walking on the busy road. Tons of folks use South End Road to jog and bike. A complete bike lane and sidewalks is a priority.
- Neighborhood noise ordinances, services for the homeless, more sidewalks.

- New to the city, running, walking or biking are not strengths as far as the city is concerned. Sidewalks and bike paths would be an added improvement, and older areas should be brought up to speed with sidewalks at a minimum.
- News coverage make elected leaders seem un-friendly. Not feeling like I am invited to participate. Need to get 20-30-year old's more involved.
- Noise ordinance enforcement. Quiet enjoyment enforcement, i.e. Transients disturbances, non-muffled vehicles. Train whistle signals need to stop in downtown area.
- Oregon City has been overrun with pot dispensers since the legalization of marijuana. There are over ten shops, and this is a small town. It is destroying our town. I WILL LEAVE THE CITY LIMITS if the city does not limit how many pot shops they will allow.
- Oregon City must have the highest ratio or marijuana shops per capita of any city in Oregon.
- Oregon City needs to look at the future of traffic congestion before deciding to build anymore housing, or what to do with the old paper mill land!!
- Parking accessibility and size
- Parks
- Plan for a sustainable, super low impact community where people can be happy with far less of those things that make life more stressful and resource wasting. A place our children would never want to leave, thereby a community that is more cohesive, empathetic, and involved. It's not all about a super charged economy. It is quality of life that matters over the long term.
- Please get rid of the paper mill. This could be developed for so much tourism, water recreation, and money into the city.
- Please remodel/rebuild pool facility. More daycare options. Maybe new rec center.
- Please slow down the development of apartment complexes and new homes. The city is becoming overcrowded and losing its neighborhood and family feel. We need more time to adapt and absorb all the people moving in. The more tightly you pack the people together, the more problems we will have. Is there any way to stop investment firms from buying up houses and turning them into rentals? Our young people can't find houses they can afford to buy and are forced to rent. They will not have the opportunity for home ownership their parents had.
- Please solve the crime, homeless and meth issues! Continue to grow the city and communities to raise property values! More parking options downtown!
- Please start the Willamette Falls Legacy project!!! Not enough childcare options. Cars go too fast in residential areas.
- Post no parking signs on the south end of Pease Rd. Traffic has to stop for oncoming traffic because cars are parked in the road.
- Quit building and annexing land into the city at a high rate. Traffic is already horrible on Highway 213. Do not add more housing off Redland Road. The schools are already crowded enough.
- Receiving incorrect and incomplete information from the Building Department, especially the Engineering Dept. Extremely rude and unhelpful employees.
- Recreation for young teens. Cheaper housing, more restaurants.
- Re-design intersection of Molalla and Gaffney Ln to include a right-hand turning lane between Burgerville and the Get n Go on Gaffney Lane. Also, left hand turning lanes with signals.

- Reevaluate homeless services. Create more affordable housing, open shelters, jobs for the underprivileged.
- Remove trees from neighborhoods. Fix sidewalks. Replace with appropriate vegetation. There is no parking available at restaurants, so I can never meet my friends and family after work.
- Repair Caufield St
- Quit building on roads that are already too crowded. Replace the city's traffic engineer with someone who will report truthfully about traffic. Improve communication using social media.
- Several questions had combined answers which made my response difficult. For example, my complaint about transit is that Tri-Met is too central in the City. One bus should go around South-end and Myers Rd. That area is under represented. However, I'm not necessarily suggesting more Transit. Just more equitable transit. I feel Commissioners do not promote more equity in our city to Tri-Met Enough. Local businesses pay taxes for this service and the Commission should advocate for equity across our city.

Another example was to improve traffic at intersections and non-motorized movements. I am in favor of improving vehicular traffic issues, but not the added pork of huge non-motorized improvements via transportation funding.

Third, I believe the city has a problem that no one wants to address. This has to do with adding development in areas with county-maintained roads. In my area, I have to take a county neighborhood road to get to my development. No one really wants to maintain it and the city always passes the buck. I believe it should be a condition of development, the city MUST assume the roads and treat them with the same equity... Or don't allow the development.

- Sidewalks along Central Point. Cross walk from new neighborhood across Central Point.
- Sidewalks connecting Park Place and Downtown. Sidewalks on Holcomb. Slowing down speed to 25-30 on Holcomb, since so many homes have their driveway on the major roadway.
- Sidewalks on both sides of Central Point Road
- Spend energy unifying the city, not dividing it to upper and lower.
- Stop asking to raise my taxes and start letting good businesses develop properties and generate revenue.

I am dissatisfied with the city in this area very much!

- Stop developing the city. The crime is increasing rapidly and will only increase as the city grows. This is supposed to be a small town and it's not, and not safe anymore.
- Stop pushing city limits out. Need schools to support all the growth. Keep Oregon City smaller. Let public have voices.
- Stop spending so much on constituents. Improve city attitude towards citizen involvement in a meaningful way.
- Surveys are great.
- Televising neighborhood meetings.
- Thanks to fire/police for prompt response to calls. You guys keep us safe. Just work on crosswalk safety and cell phone use.
- The city has many lovely parks but almost none on my side of town, off Holcomb. You are allowing massive building in this area with no new parks, it is absurd to me. We need to be able to support all

The families you want to attract to these new homes with parks and sidewalks on Holcomb.

- The city should take advantage of existing resources like involving and better supporting the local college. I've felt like the city and community college are way too separate from each other.
- The city's water/sewer rate is outrageous. There are shady fees that the city commission use for funding non-water/sewer related projects. These pet projects or funding should be cited on and not hidden in the water bills. Not fail to the customer.
- The McLoughlin neighborhood needs a decent park.
- The police need to be more visible. More driving around patrolling, and letting the criminals know that they are being watched.
- The project on blue Herron paper plant I would like to see a total tear down of the old buildings and make parks, food shops, out seating, and no parking there, make parking down by KFC and all along down by the Oregon Trail Center and have a trolley hop on and off system for the city and put like \$5.00 all day fee.
- The transient population is out of control. Too many new housing developments. The roads cannot accommodate. As soon as I can, I am moving out of here.
- The water bill is too high. Need to do away with the special assessment fees.
- There are many people here skilled in crafts and art, a forum for showing this to the wider community would be good.
- There is a lot of growth development opportunity that is passing Oregon City. I would like to see more of the above in the correct areas, and capture growth where we want it!
- Too crowded and too much traffic. City taxes are too expensive - pushing us old timers to the country, out of city limits.
- Too many empty spaces like where Kmart use to be. Too many large grocery stores and not enough like Trader Joe's, and no clothing stores. Too many dentists. Not enough medical clinics for the elderly. Dutch Brothers entrance hinders the flow of traffic.
- Too many homeless people living in the woods and fields in oc. Talking to people I know from west linn and lake Oswego it would appear oc is the dumping ground for transients. My opinion, sorry.
- Water bills are too high!
- Way too many hidden utility (gas, electric) fees! Focus on things that bring in more tax revenue, so you can do more of things you want to.
- We appreciate the opportunity to be heard!!
- We need trails connecting the whole city - from the falls, to main street, to residential neighborhoods.
- We really need a large venue for live music with great parking.
- When my kids were younger, we frequently envied the awesome activities offered by Portland Parks and Rec, for after school and summer programs. They even have an inclusion program for kids with disabilities. We could never participate in camps etc. Because they were limited in scope and also not disability-friendly. Looking at the Portland programs would give you great ideas.
- Wider variety of stores, restaurants on Hilltop area.
- Work with neighborhoods, listen to them, assist them. Everyone wants a safe, quiet neighborhood. Take care of infrastructure and allow for development. Reduce the permits and fees to make renovations to homes within city limits.

- Would like multiple fenced separate small dog and large dog parks. Would like to see covers put back on the wagons at the end of the Oregon Trail.
- You need better funding. Sales tax is needed to help fund government.

Section 5

Survey Instrument



OREGON CITY

2018 City of Oregon City Community Survey Item 7a.

Please take a few minutes to complete this survey. Your input is important to help Oregon City identify and respond to citizen concerns. If you have questions, please call Kristin Brown 503-496-1547.

1. **Perception of the City.** Please rate each of the following major categories of services provided by the City of Oregon City using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied."

How satisfied are you with...	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
01. Overall quality of police services	5	4	3	2	1	9
02. Overall quality of the city's recreation programs	5	4	3	2	1	9
03. Overall quality of city parks/trails/open space	5	4	3	2	1	9
04. Overall maintenance of city streets	5	4	3	2	1	9
05. Overall quality of city water utilities	5	4	3	2	1	9
06. Overall quality of city sewer services	5	4	3	2	1	9
07. Overall quality of Municipal Court Services	5	4	3	2	1	9
08. Overall enforcement of city codes and ordinances	5	4	3	2	1	9
09. Overall quality of customer service you receive from city employees	5	4	3	2	1	9
10. Overall effectiveness of city communication with the public	5	4	3	2	1	9
11. Overall effectiveness of city economic development efforts	5	4	3	2	1	9
12. Overall quality of the city's public library services	5	4	3	2	1	9
13. Overall quality of permit process	5	4	3	2	1	9

2. **Which THREE of the items listed in Question 1 do you think should receive the MOST EMPHASIS from city leaders over the next TWO years?** *[Write in your answers below using the numbers from the list in Question 1.]*

1st: ____ 2nd: ____ 3rd: ____

3. **Please rate each of the following items that may influence your perception of the City of Oregon City using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied."**

How satisfied are you with...	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
1. Overall quality of services provided by the City of Oregon City	5	4	3	2	1	9
2. Overall value that you receive for your tax dollars and fees	5	4	3	2	1	9
3. Overall image of the city	5	4	3	2	1	9
4. How well the city is supporting growth and development	5	4	3	2	1	9
5. Overall feeling of safety in the city	5	4	3	2	1	9
6. Availability of job opportunities	5	4	3	2	1	9
7. Availability of training or educational opportunities	5	4	3	2	1	9
8. Overall quality of new development	5	4	3	2	1	9
9. Overall development across the city	5	4	3	2	1	9

4. **Parks and Recreation.** Please rate your satisfaction with each of the following Park Recreation items using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied." Item 7a.

How satisfied are you with...	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
01. Quality of facilities (e.g. picnic shelters, playgrounds in city parks)	5	4	3	2	1	9
02. Quality of outdoor athletic fields (e.g., baseball, soccer, football)	5	4	3	2	1	9
03. Appearance and maintenance of existing city parks	5	4	3	2	1	9
04. Proximity of parks to your home	5	4	3	2	1	9
05. Quantity of city trails	5	4	3	2	1	9
06. Access to city parks for persons with disabilities	5	4	3	2	1	9
07. Quality of the Pioneer Community Center	5	4	3	2	1	9
08. Quality of the End of the Oregon Trail	5	4	3	2	1	9
09. Quality of the city's swimming pool	5	4	3	2	1	9
10. Quality of services for fees assessed with recreation programing (e.g. pool programs, admission, and camps)	5	4	3	2	1	9
11. Quality of recreational areas for dogs	5	4	3	2	1	9
12. Other: _____	5	4	3	2	1	9

5. Which TWO of the Parks and Recreation items listed in Question 4 do you think should receive the MOST EMPHASIS from city leaders over the next TWO years? [Write in your answers below using the numbers from the list in Question 4.]

1st: _____ 2nd: _____

6. How willing would you be to pay additional taxes or fees to acquire, develop, and maintain the types of parks, recreation, and trail facilities that are most important to your household?

____(1) Very willing ____ (3) Neutral ____ (5) Not at all willing
 ____ (2) Willing ____ (4) Not willing ____ (9) Don't know

7. How would you vote in a bond election to fund the acquisition, development, and maintenance of the types of parks, recreation, and trail facilities that are most important to your household?

____(1) Vote in favor ____ (2) Might vote in favor ____ (3) Not sure ____ (4) Vote against

8. **Public Safety.** Please rate each of the public safety items listed below using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied."

How satisfied are you with...	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
1. The visibility of police in the community	5	4	3	2	1	9
2. The city's overall efforts to prevent crime	5	4	3	2	1	9
3. Enforcement of local traffic laws	5	4	3	2	1	9
4. Parking enforcement services	5	4	3	2	1	9
5. How quickly police respond to emergencies	5	4	3	2	1	9
6. Response to drug control	5	4	3	2	1	9
7. Response to property crime	5	4	3	2	1	9
8. Level of community outreach	5	4	3	2	1	9
9. Response to issues with transients	5	4	3	2	1	9

9. Which TWO of the public safety items listed in Question 8 do you think should receive the MOST EMPHASIS from city leaders over the next TWO years? [Write in your answers below using the numbers from the list in Question 8.]

1st: _____ 2nd: _____

- 10. Communication.** Where do you currently get news and information about city programs, services and events? *[Check all that apply.]* Item 7a.

- | | |
|--|--|
| ☐ (01) "Trail News" quarterly publication
☐ (02) City website
☐ (03) Newspaper
☐ (04) Friends
☐ (05) Radio
☐ (06) Social media (Facebook, Twitter, Instagram, LinkedIn)
☐ (07) Public meetings
☐ (08) City's mobile app ("GO Request")
☐ (09) YouTube | ☐ (10) Citizen Involvement Committee
☐ (11) TV local news
☐ (12) Nextdoor
☐ (13) Neighborhood Association
☐ (14) Utility bill
☐ (15) Flyers
☐ (16) E-Newsletter
☐ (17) Other: _____ |
|--|--|

- 10a.** From which **TWO** sources listed in Question 10 would you **MOST PREFER** to get information from the city? *[Write in your answers below using the numbers from the list in Question 10.]*

1st: _____ 2nd: _____

- 10b.** How frequently would you like to receive information from the city? *[Write in your top two choices using numbers from the list below, or circle "Don't Know."]*

1. Daily 2. Weekly 3. Monthly 4. Quarterly

1st: _____ 2nd: _____ Don't Know

- 11.** Which of the following types of information would you like to receive from the City of Oregon City? *[Check all that apply.]*

- | | |
|---|---|
| ☐ (1) The City Commission's goals and objectives
☐ (2) Public safety (police)
☐ (3) Public works (infrastructure and transportation updates)
☐ (4) Special events
☐ (5) Community-based stories (what is going on locally) | ☐ (6) Economic development
☐ (7) Library services and programs
☐ (8) Parks and Recreation programs and services
☐ (9) Other: _____ |
|---|---|

- 12.** Please rate each of the communication items listed below using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied."

How satisfied are you with...	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
1. The availability of information about city programs and services	5	4	3	2	1	9
2. Overall quality of the city's website	5	4	3	2	1	9
3. The level of public involvement in decision making	5	4	3	2	1	9
4. Timeliness of information provided by the city	5	4	3	2	1	9
5. The quality of content on social media (Facebook, Twitter, Instagram)	5	4	3	2	1	9
6. City's mobile app (GO request)	5	4	3	2	1	9

- 13. Code Enforcement.** Using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied," please rate your satisfaction with each of the following code enforcement items.

How satisfied are you with...	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
1. Enforcing the cleanup of litter and debris on private property	5	4	3	2	1	9
2. Enforcing the mowing/trimming of grass and weeds on private property	5	4	3	2	1	9
3. Enforcing codes designed to protect public safety and health	5	4	3	2	1	9
4. Enforcing sign regulation	5	4	3	2	1	9

- 14.** Which **TWO** of the code enforcement items listed in Question 13 do you think should receive the **MOST EMPHASIS** from city leaders over the next **TWO** years? *[Write in your answers below using the numbers from the list in Question 13.]*

1st: _____ 2nd: _____

- 15. Transportation and Infrastructure. Please rate each of the following street maintenance/ items using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied."** Item 7a.

How satisfied are you with...	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
01. Maintenance of major city streets	5	4	3	2	1	9
02. Maintenance of streets in your neighborhood	5	4	3	2	1	9
03. Snow and ice response on major city streets	5	4	3	2	1	9
04. Adequacy of city street lighting in your neighborhood	5	4	3	2	1	9
05. Condition of sidewalks in your neighborhood	5	4	3	2	1	9
06. On-street bicycle infrastructure (bike lanes/signs/arrows)	5	4	3	2	1	9
07. Accessibility of public transportation options	5	4	3	2	1	9
08. Availability of safe pedestrian ways on major streets and routes	5	4	3	2	1	9
09. Availability of safe pedestrian ways in your neighborhood	5	4	3	2	1	9
10. Quality of sidewalks for people with mobility challenges	5	4	3	2	1	9
11. Traffic calming measures in your neighborhood, for example traffic circles, speed humps, or radar speed signs	5	4	3	2	1	9
12. Alternative means of transportation such as transit, bicycling, walking	5	4	3	2	1	9

- 16. Which TWO of the transportation and infrastructure items listed in Question 15 do you think should receive the MOST EMPHASIS from city leaders over the next TWO years? [Write in your answers below using the numbers from the list in Question 15.]**

1st: _____ 2nd: _____

- 17. Public Library Services. Using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied," please rate your satisfaction with each of the following Public Library services.**

How satisfied are you with...	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
01. Selection of physical resources available (books, CD's, and DVD's)	5	4	3	2	1	9
02. Selection of digital resources available online (e.g. eBooks, downloadable audio, streaming films)	5	4	3	2	1	9
03. Events for seniors	5	4	3	2	1	9
04. Events for adults (e.g. informational, literary, participatory, entertainment)	5	4	3	2	1	9
05. Events for teens (e.g. Teen Advisory Council, crafts, summer reading)	5	4	3	2	1	9
06. Events for children (e.g. early literacy development, story times, summer reading program)	5	4	3	2	1	9
07. Reader's Advisory (help finding something to read)	5	4	3	2	1	9
08. Selection of reference and research tools	5	4	3	2	1	9
09. Access to computers and library Wi-Fi	5	4	3	2	1	9
10. Ease of booking meeting rooms	5	4	3	2	1	9
11. Library as hub of community information	5	4	3	2	1	9
12. Outreach-programs and/or services in the community outside of the library	5	4	3	2	1	9

- 18. Which TWO of the public library items listed in Question 17 do you think should receive the MOST EMPHASIS from city leaders over the next TWO years? [Write in your answers below using the numbers from the list in Question 17.]**

1st: _____ 2nd: _____

19. How do you get information about the library? [Check all that apply.]

Item 7a.

- | | | |
|--|--|---|
| ☐ (01) E-newsletter | ☐ (05) Blogs | ☐ (09) Others social media |
| ☐ (02) Library Staff | ☐ (06) Flyers | ☐ (10) Trail News |
| ☐ (03) Word of mouth | ☐ (07) Newspaper | ☐ (11) Other: _____ |
| ☐ (04) City's website | ☐ (08) Library's social media | |

20. Capital Investments. Funding for capital investments is limited. For some projects, such as Meyers Road and Highway 213, the city looks for substantial federal, state, and regional grant funds to pay for the majority of the costs. But for other projects, such as park improvements or sidewalk maintenance, we have to use local tax dollars. In looking at how we should spend your local tax dollars on capital projects over the next decade, please indicate which FIVE of the projects listed below should be the TOP PRIORITIES. [Write in your answers using the numbers from the list below.]

- | | |
|---|---|
| 1. Recreation facilities such as Pioneer Community Center and city pool | 5. Intersection/Road corridor improvements to improve non-motorized access and traffic flow |
| 2. Park improvements and maintenance | 6. Willamette Falls Legacy Project |
| 3. Road maintenance/pavement preservation (such as overlay projects) | 7. Tourism |
| 4. Sidewalks | 8. Natural habitat restoration |

1st: _____ 2nd: _____ 3rd: _____ 4th: _____ 5th: _____

21. Service Expectations. Using a scale of 1 to 5, where 5 means the level of service provided by the city should be "Much Higher" than it is now and 1 means it should be "Much Lower," please indicate how the level of service provided by the city should change in each of the areas listed below.

	Much Higher	A Little Higher	Stay the Same	Little Lower	Much Lower	Don't Know
1. Law enforcement	5	4	3	2	1	9
2. Parks, trails, and open space	5	4	3	2	1	9
3. Recreation facilities and programs	5	4	3	2	1	9
4. Transportation facilities and programs (street maintenance, new sidewalks, added bike lanes)	5	4	3	2	1	9
5. Utility infrastructure (water, sewer, and drainage system upgrades)	5	4	3	2	1	9
6. City's Public Library	5	4	3	2	1	9
7. City's Code Enforcement	5	4	3	2	1	9
8. City's permit review	5	4	3	2	1	9

21a. Would you be willing to pay more in taxes or fees to support an increase in the service level?

- | | |
|----------------------------------|---|
| ☐ (1) Yes | ☐ (3) Not applicable; I do not think any levels of service need to be higher |
| ☐ (2) No | ☐ (9) Don't know |

22. Please rate Oregon City using a scale of 1 to 5, where 5 means "Excellent" and 1 means "Poor," with regard to each of the following.

How would you rate Oregon City...	Excellent	Good	Neutral	Below Average	Poor	Don't Know
1. As a place to live	5	4	3	2	1	9
2. As a place to raise children	5	4	3	2	1	9
3. As a place to work	5	4	3	2	1	9
4. As a place with a variety of housing choices	5	4	3	2	1	9
5. As a place to shop	5	4	3	2	1	9
6. As a place for dining and entertainment options	5	4	3	2	1	9
7. Overall quality of life in the city	5	4	3	2	1	9
8. As a place to connect and interact with your neighbors	5	4	3	2	1	

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23. Customer Service. Have you called, emailed, or visited the city with a question, problem, or complaint during the past year?

Item 7a.

____(1) Yes [Answer Q23a-c.] ____ (2) No [Skip to Q24.] ____ (9) Don't Know [Skip to Q24.]

23a. How easy was it to contact the person you needed to reach?

____(1) Very easy ____ (3) Difficult ____ (9) Don't know
 ____ (2) Somewhat easy ____ (4) Very difficult

23b. What department did you contact? [Check all that apply.]

____ (01) Police ____ (07) Financial Services/Utility Billing
 ____ (02) Code Enforcement ____ (08) Transportation Services (streets)
 ____ (03) Community Development (permits) ____ (09) Administration (public records)
 ____ (04) Parks and Recreation ____ (10) Public Works (water/sewer/solid waste)
 ____ (05) Oregon City Public Library ____ (11) Municipal Court
 ____ (06) Event Permits ____ (12) Other: _____

23c. Several factors that may influence your perception of the quality of customer service you receive from city employees are listed below. For each item, please rate how often the employees you have contacted during the past year have displayed the behavior described on a scale of 1 to 5, where 5 means "Always" and 1 means "Never."

Frequency that...	Always	Usually	Sometimes	Seldom	Never	Don't Know
1. They were courteous and polite	5	4	3	2	1	9
2. They gave prompt, accurate, and complete answers to questions	5	4	3	2	1	9
3. They did what they said they would do in a timely manner	5	4	3	2	1	9
4. They helped you resolve an issue to your satisfaction	5	4	3	2	1	9

24. Land Development. Using a scale of 1 to 5, where 5 means "Much Too Slow" and 1 means "Much Too Fast," please rate the city's current pace of development in each of the following areas.

Growth Management	Much Too Slow	Too Slow	Just Right	Too Fast	Much Too Fast	Don't Know
1. Employment opportunities	5	4	3	2	1	9
2. Office development	5	4	3	2	1	9
3. Retail/Restaurants/Services	5	4	3	2	1	9
4. Technology and other industry	5	4	3	2	1	9
5. Housing options for aging population	5	4	3	2	1	9
6. Apartments	5	4	3	2	1	9
7. Townhomes/Row houses	5	4	3	2	1	9
8. Entry level single family homes	5	4	3	2	1	9
9. Single Family Homes (e.g. large lots/homes)	5	4	3	2	1	9

25. Community amenities provided by the city can enhance the quality of life in Oregon City. If you could identify ONE new community amenity that could be provided by the city, what would it be?

25a. If you listed something in Question 25, Would you be willing to pay more in taxes or fees to support this new community amenity?

____(1) Yes ____ (2) No

Demographics

Item 7a.

26. Approximately how many years have you lived in Oregon City? _____ years
27. What is the preferred language spoken in your home? _____
28. What is your age? _____ years
29. How many children under age 18 live in your household? _____ children
30. What is your gender? _____(1) Male _____(2) Female
31. Would you say your total annual household income is...
- _____ (1) Under \$50,000 _____ (3) \$75,000 to \$99,999 _____ (5) \$150,000 to \$199,999
- _____ (2) \$50,000 to \$74,999 _____ (4) \$100,000 to \$149,999 _____ (6) \$200,000 or more
32. If you have suggestions for improving the quality of city programs, facilities, or services, please write your suggestions in the space below.

This concludes the survey – Thank you for your time!

Please return your completed survey in the enclosed postage-paid envelope addressed to:
ETC Institute, 725 W. Frontier Circle, Olathe, KS 66061

Your responses will remain completely confidential. The information printed to the right will ONLY be used to help identify which areas of the city are having difficulties with city services. If your address is not correct, please provide the correct information. Thank you.

City of Oregon City Community Survey

GIS Maps

...helping organizations make better decisions since 1982

2018

Submitted to the City of Oregon City, Oregon

By:
ETC Institute
725 W. Frontier Lane,
Olathe, Kansas
66061

November 2018



Interpreting GIS Maps

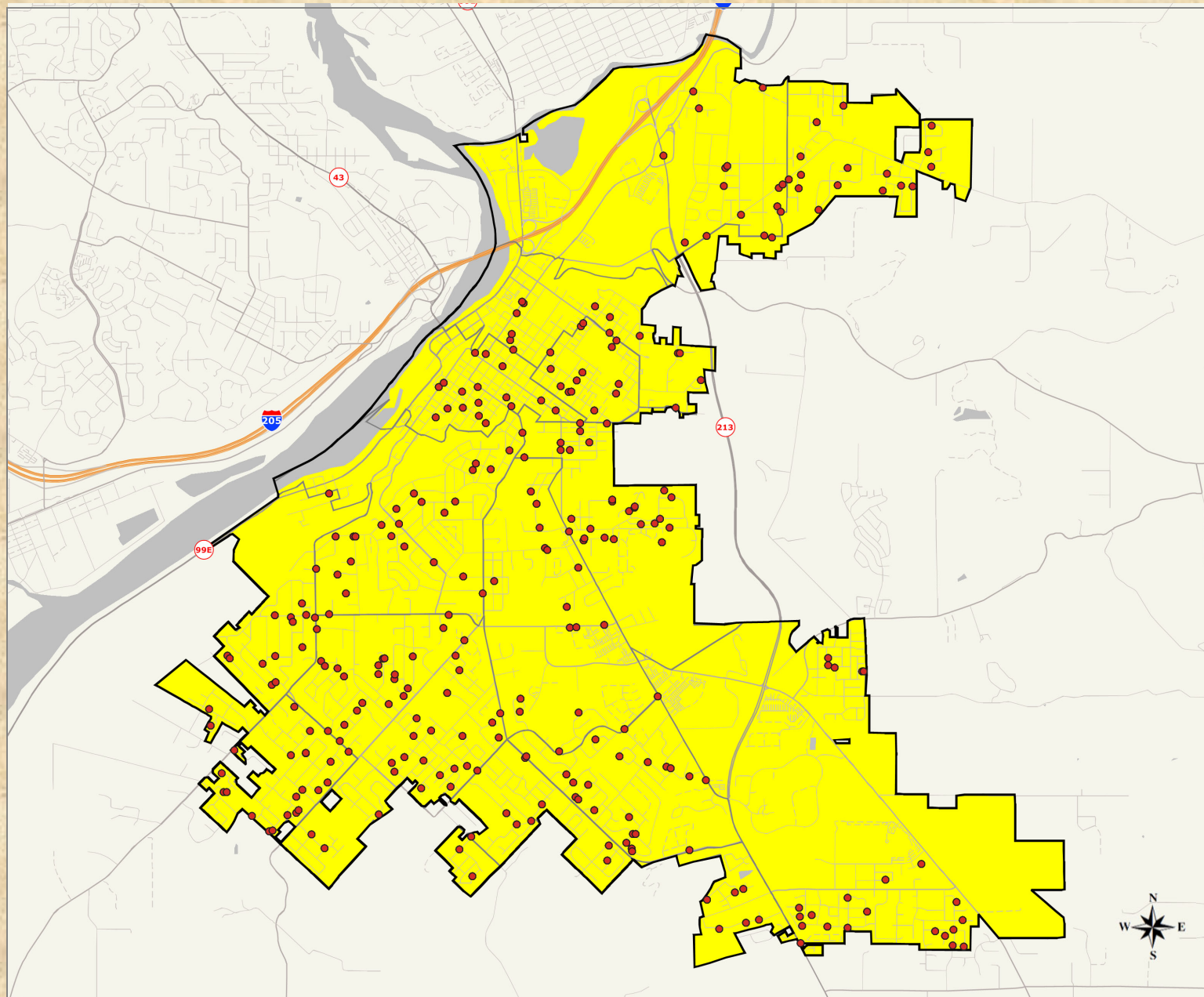
City of Oregon City, Oregon

The maps on the following pages show the mean ratings for several questions on the survey by county.

When reading the maps, please use the following color scheme as a guide:

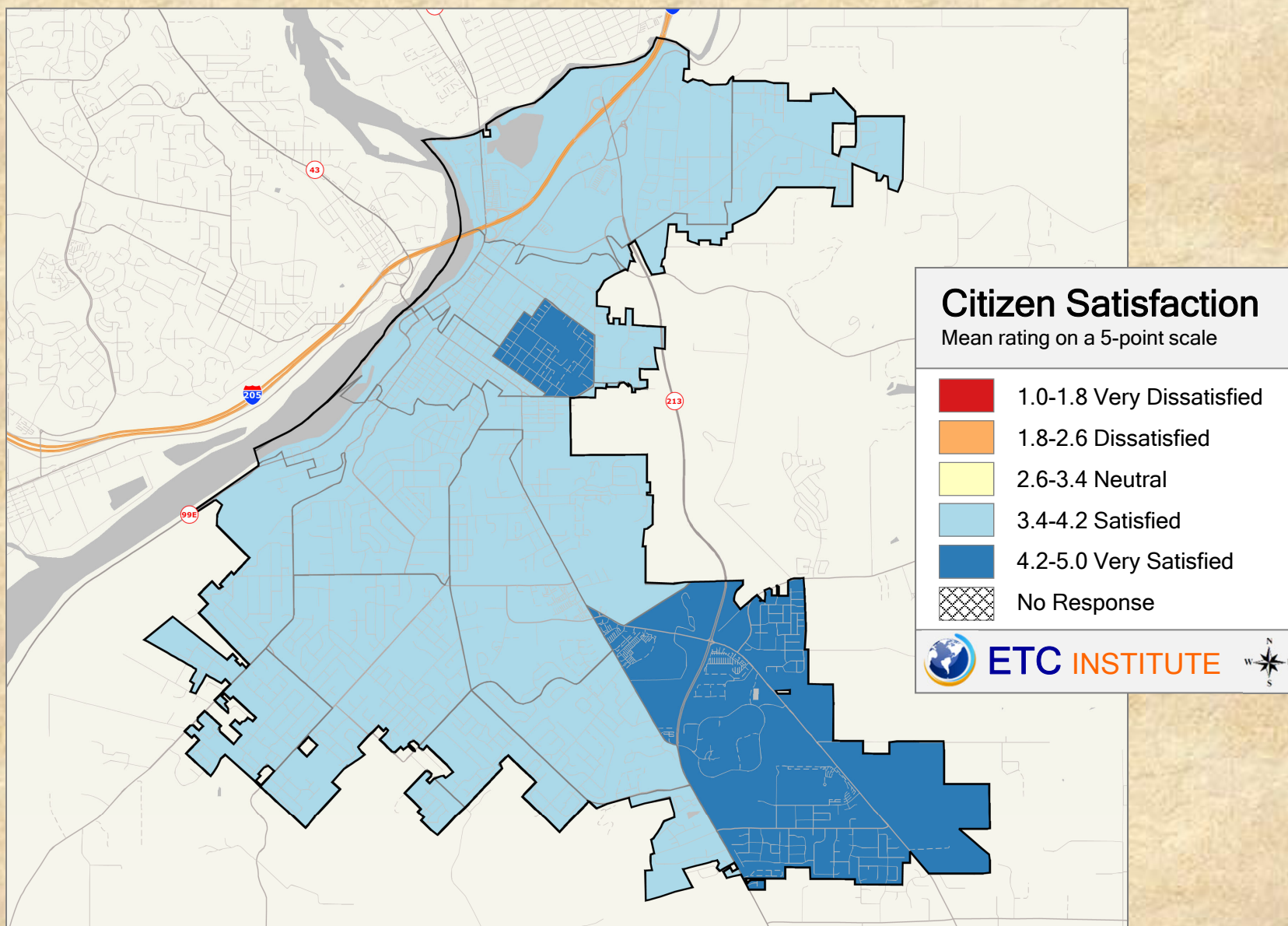
- **DARK/LIGHT BLUE** shades indicate POSITIVE ratings. Shades of blue generally indicate satisfaction with a service, ratings of “excellent” or “good” and ratings of “very safe” or “safe.”
- **OFF-WHITE** shades indicate NEUTRAL ratings. Shades of neutral generally indicate that residents thought the quality of service delivery is adequate.
- **ORANGE/RED** shades indicate NEGATIVE ratings. Shades of orange/red generally indicate dissatisfaction with a service, ratings of “below average” or “poor” and ratings of “unsafe” or “very unsafe.”

Location of Survey Respondents



2018 City of Oregon City Community Survey

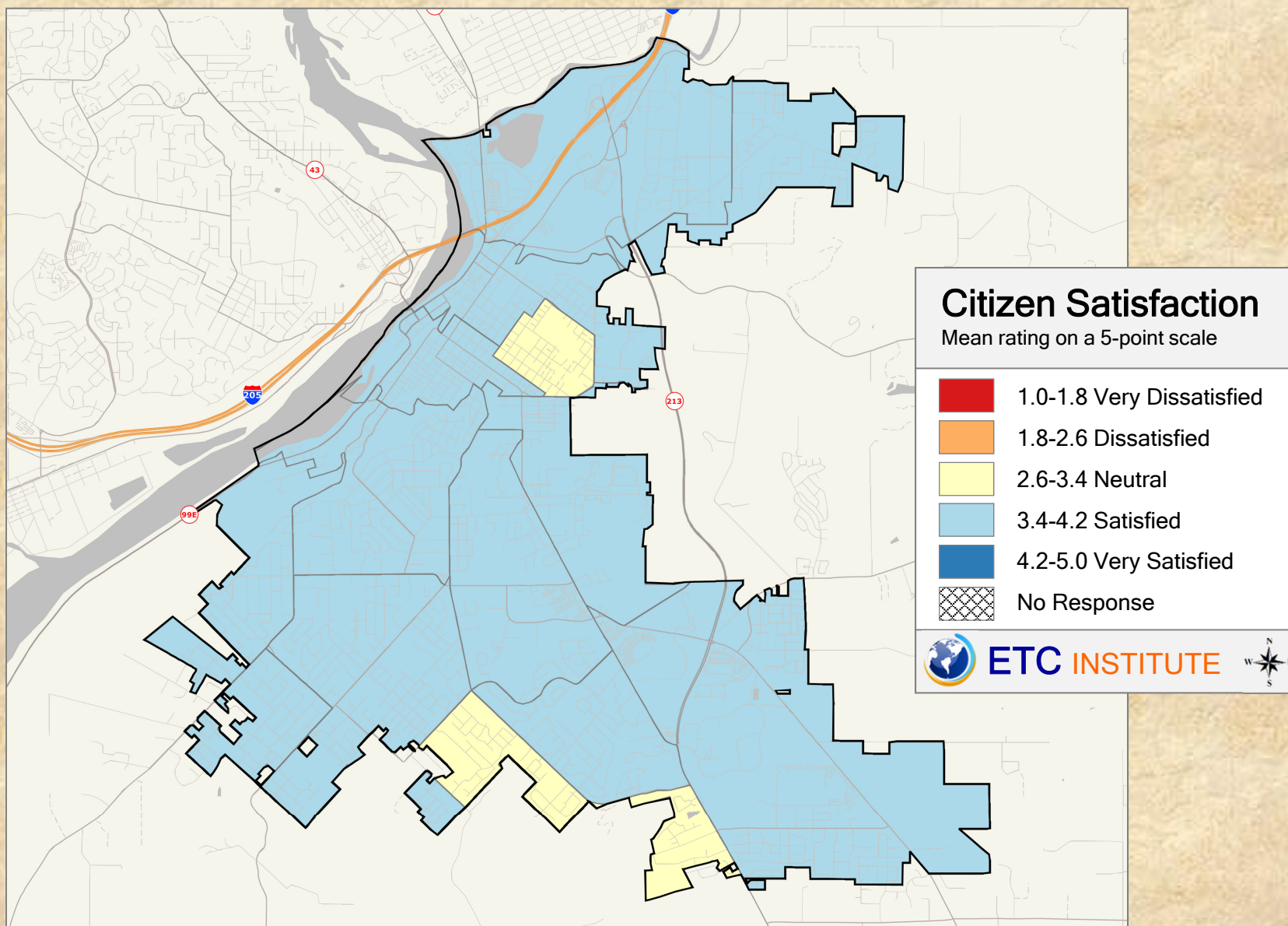
Q1. 01 Satisfaction With: Overall quality of police services



2018 City of Oregon City Community Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

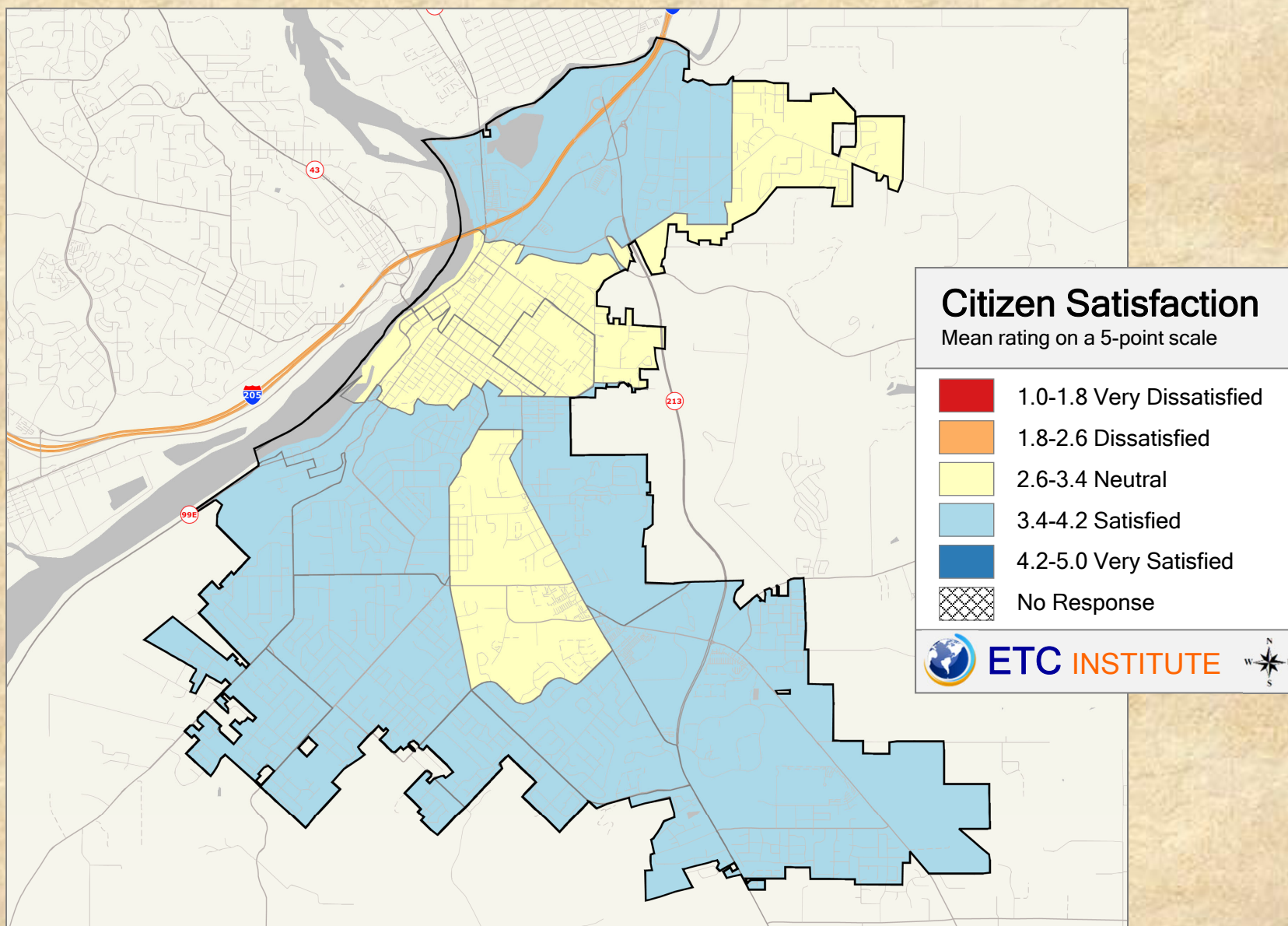
Q1. 02 Satisfaction With: Overall quality of the city's recreation programs



2018 City of Oregon City Community Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

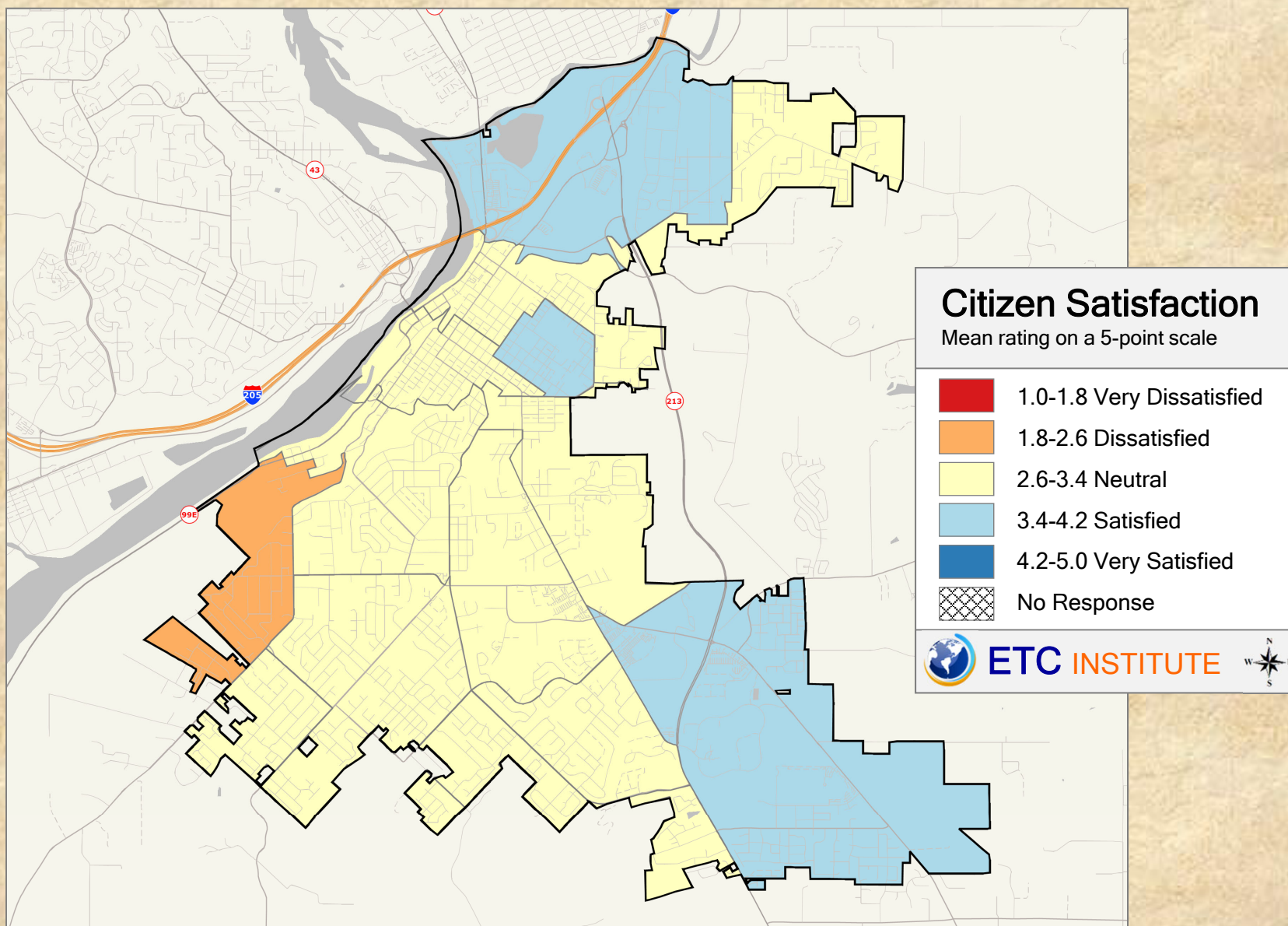
Q1. 03 Satisfaction With: Overall quality of city parks/trails/open space



2018 City of Oregon City Community Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

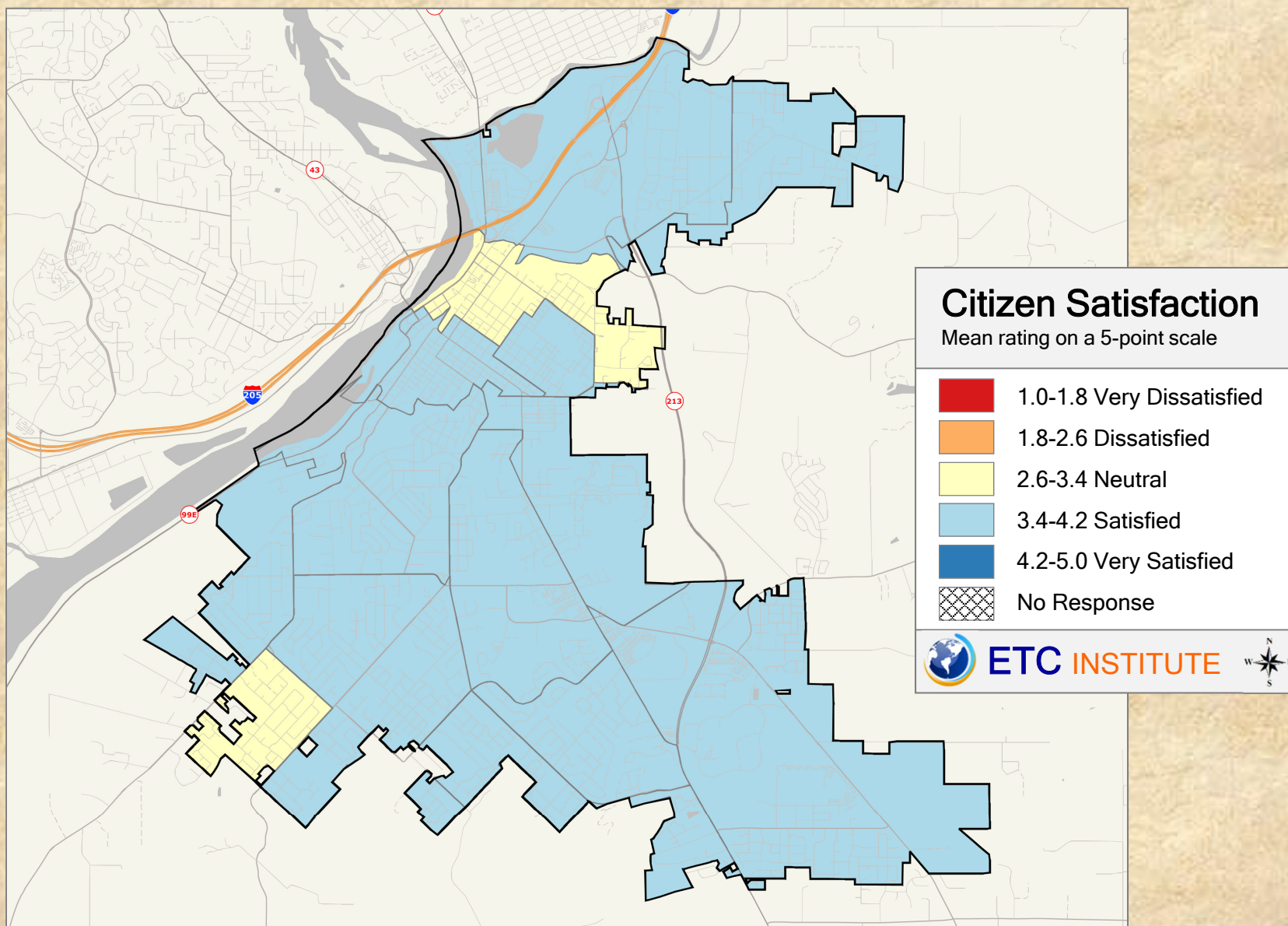
Q1. 04 Satisfaction With: Overall maintenance of city streets



2018 City of Oregon City Community Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

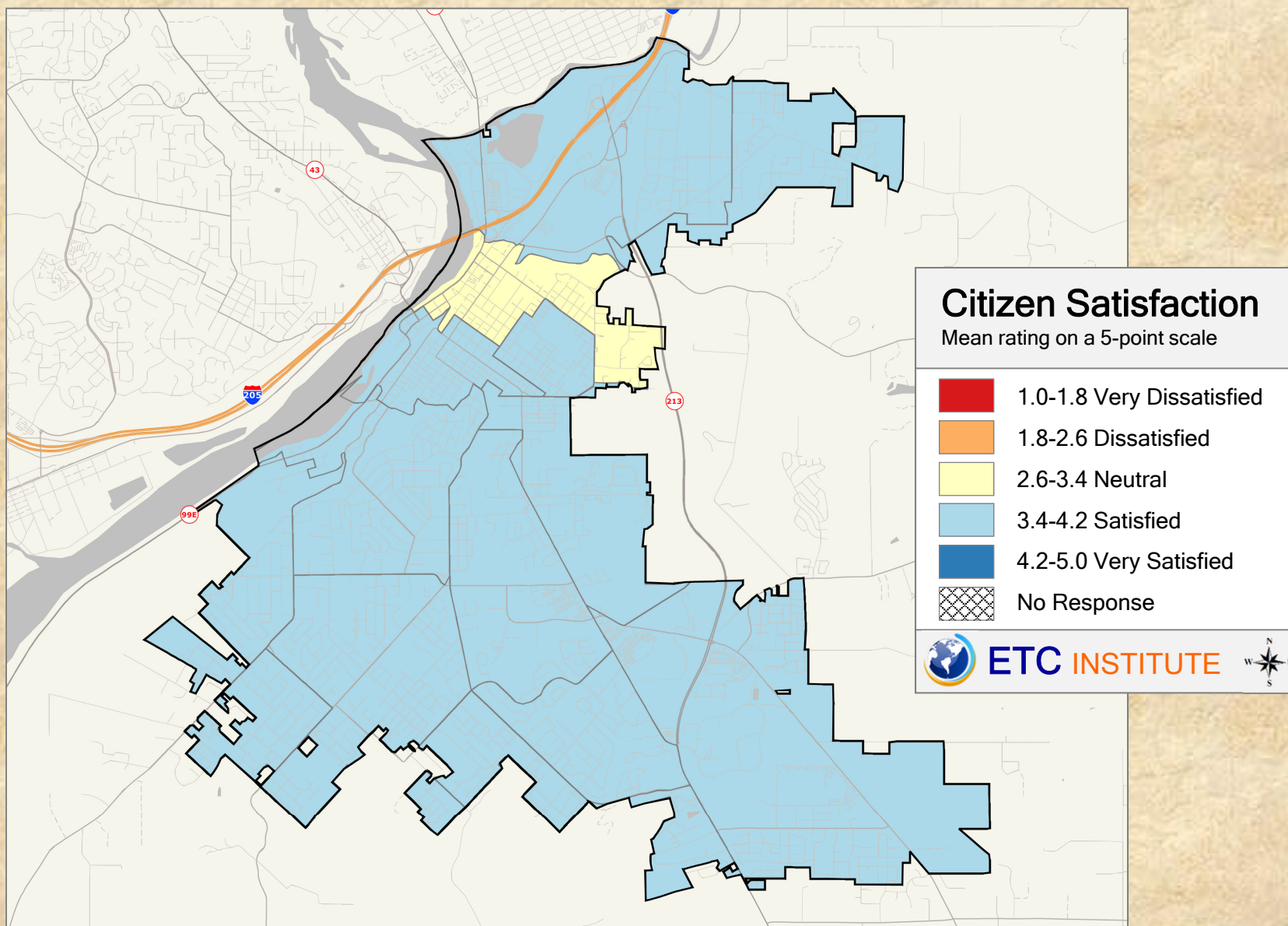
Q1. 05 Satisfaction With: Overall quality of city water utilities



2018 City of Oregon City Community Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

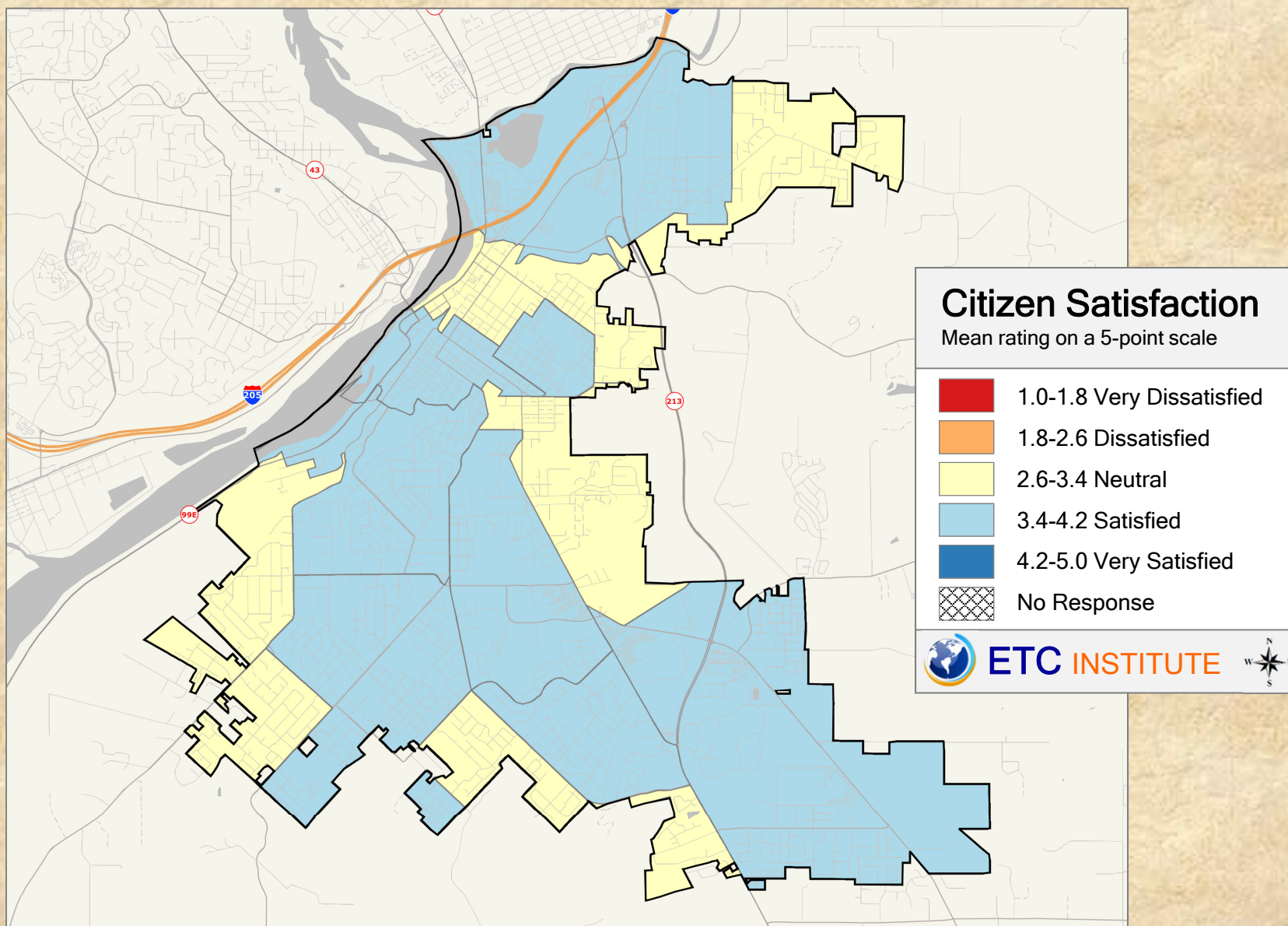
Q1. 06 Satisfaction With: Overall quality of city sewer services



2018 City of Oregon City Community Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

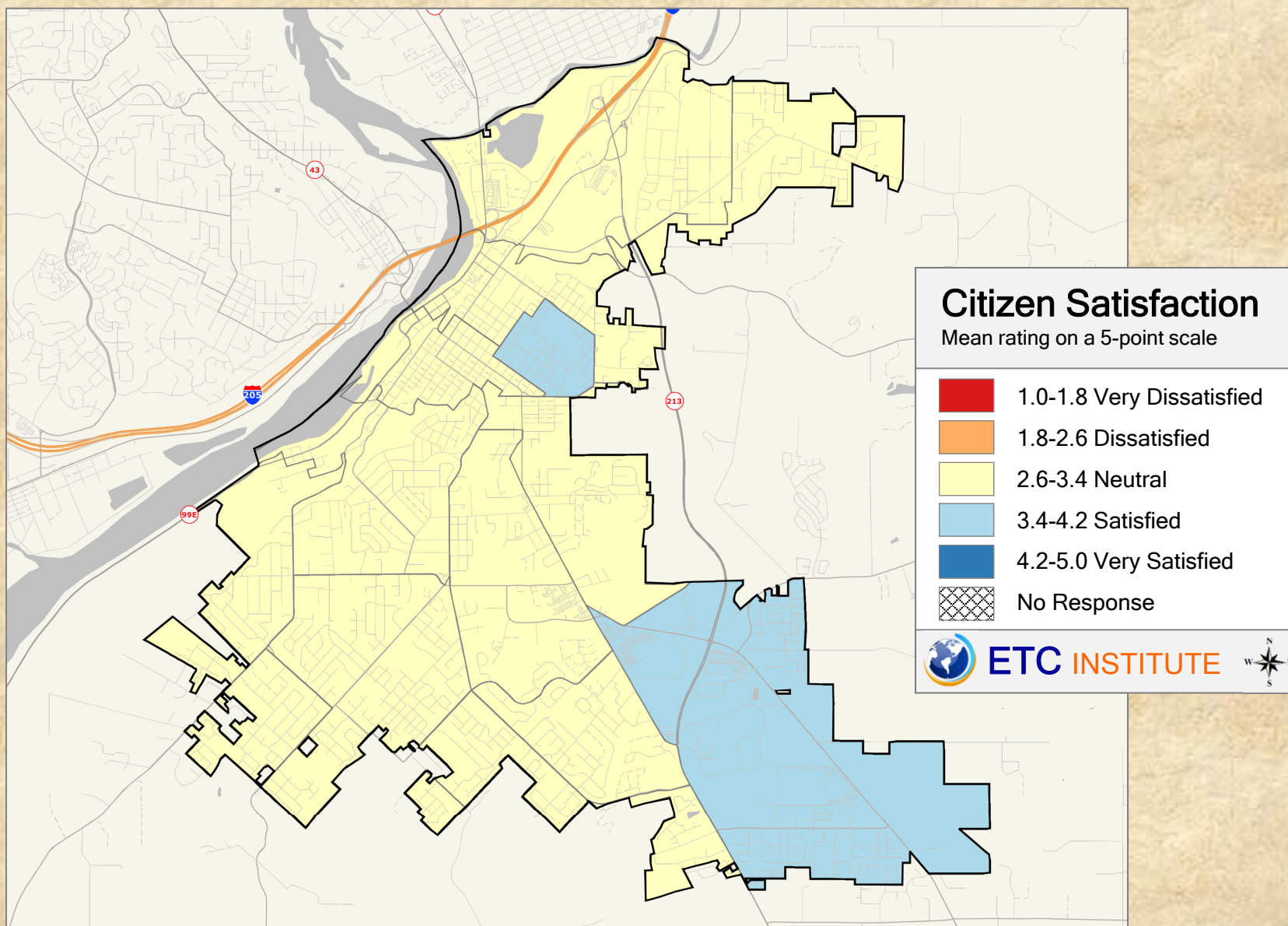
Q1. 07 Satisfaction With: Overall quality of Municipal Court Services



2018 City of Oregon City Community Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

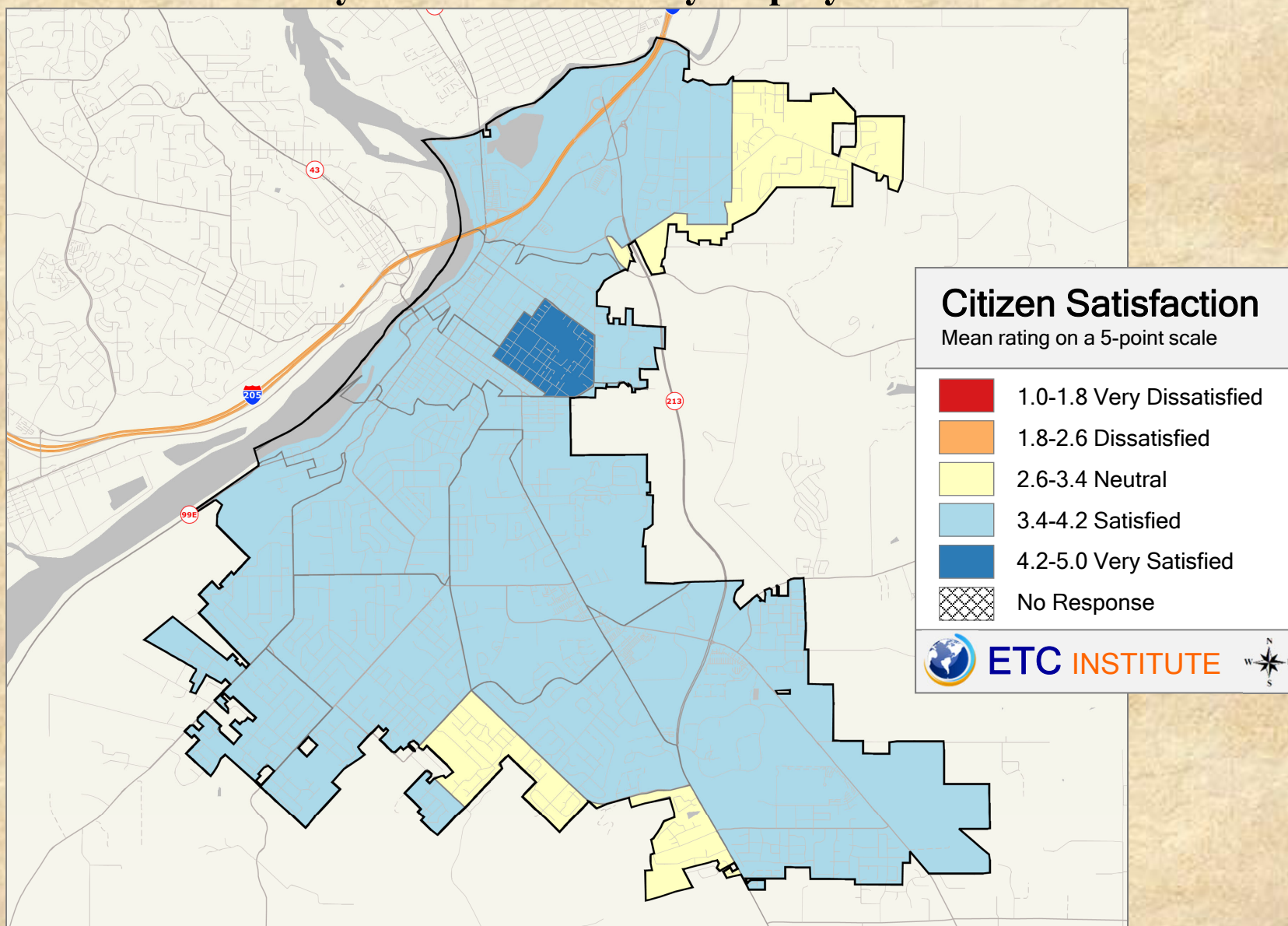
Q1. 08 Satisfaction With: Overall enforcement of city codes and ordinances



2018 City of Oregon City Community Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

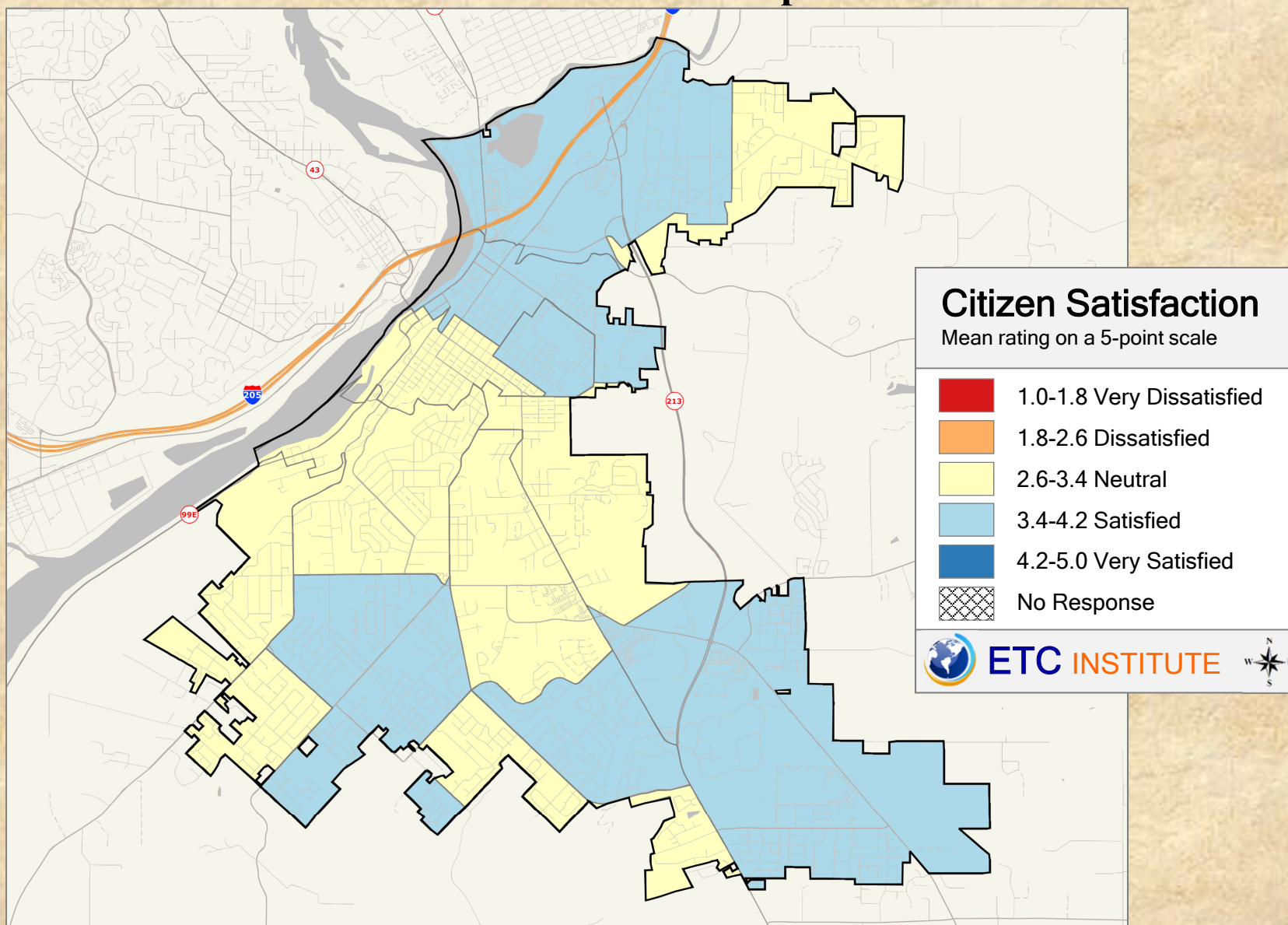
Q1. 09 Satisfaction With: Overall quality of customer service you receive from city employees



2018 City of Oregon City Community Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

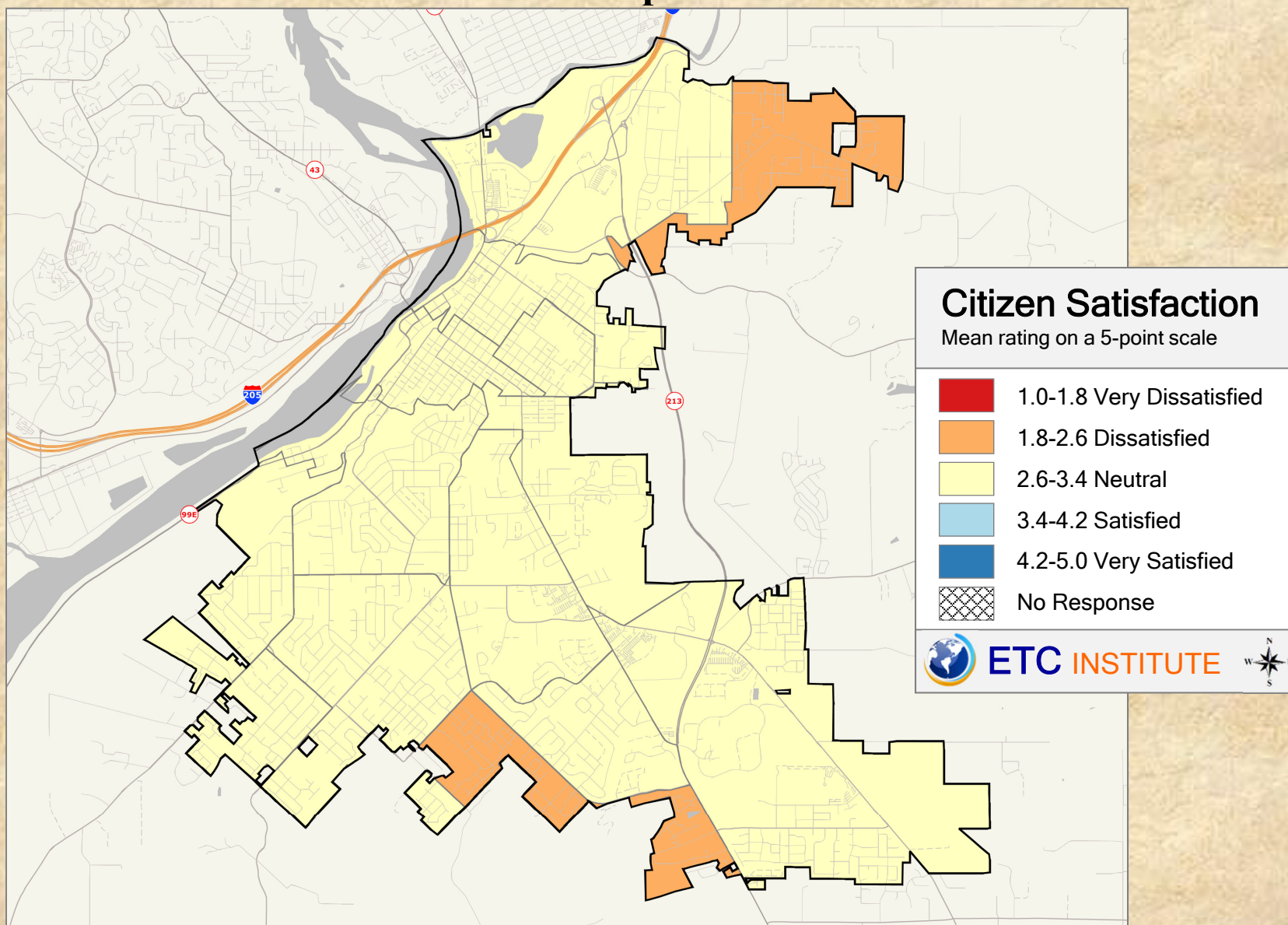
Q1. 10 Satisfaction With: Overall effectiveness of city communication with the public



2018 City of Oregon City Community Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

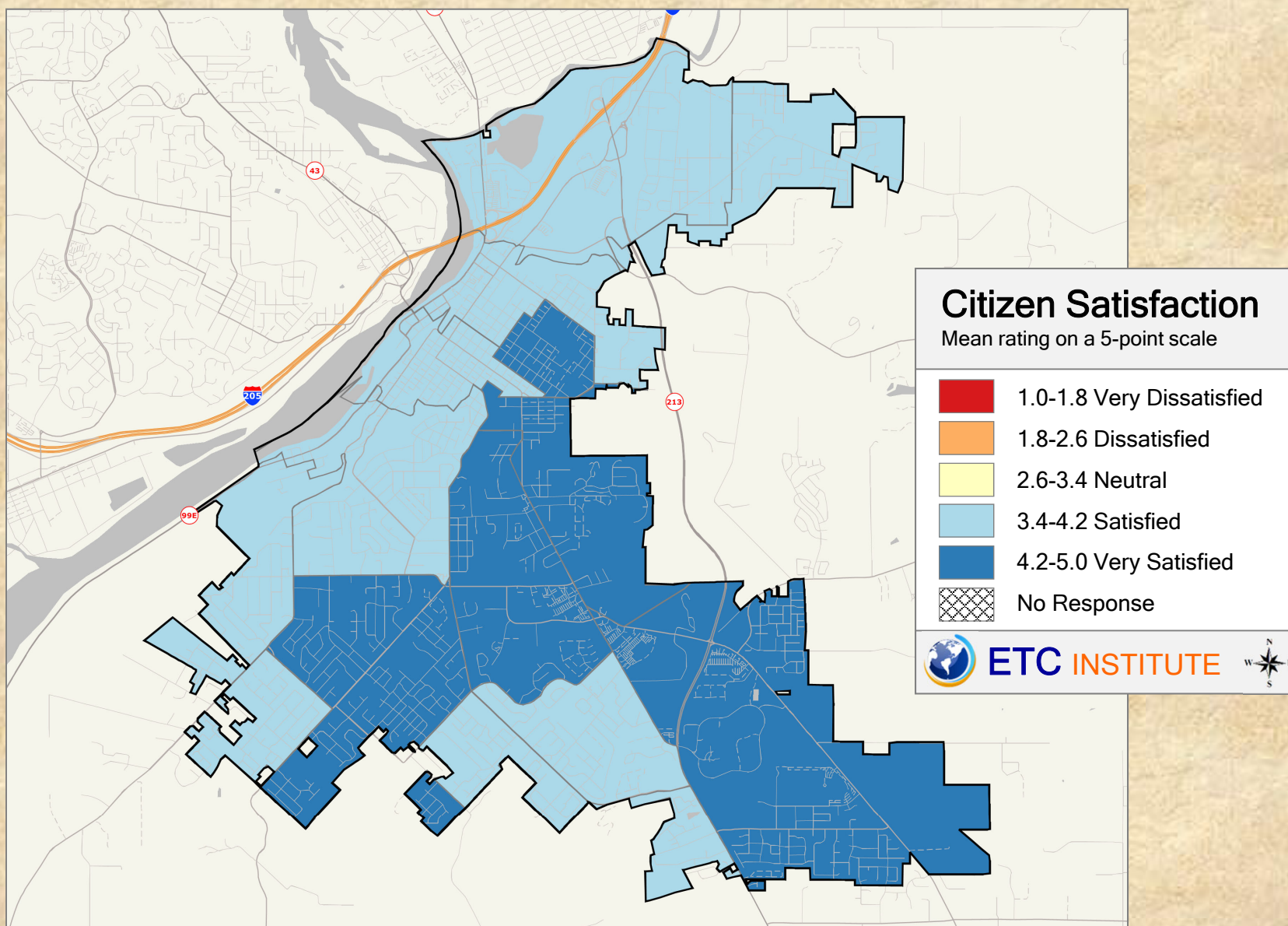
Q1. 11 Satisfaction With: Overall effectiveness of city economic development efforts



2018 City of Oregon City Community Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

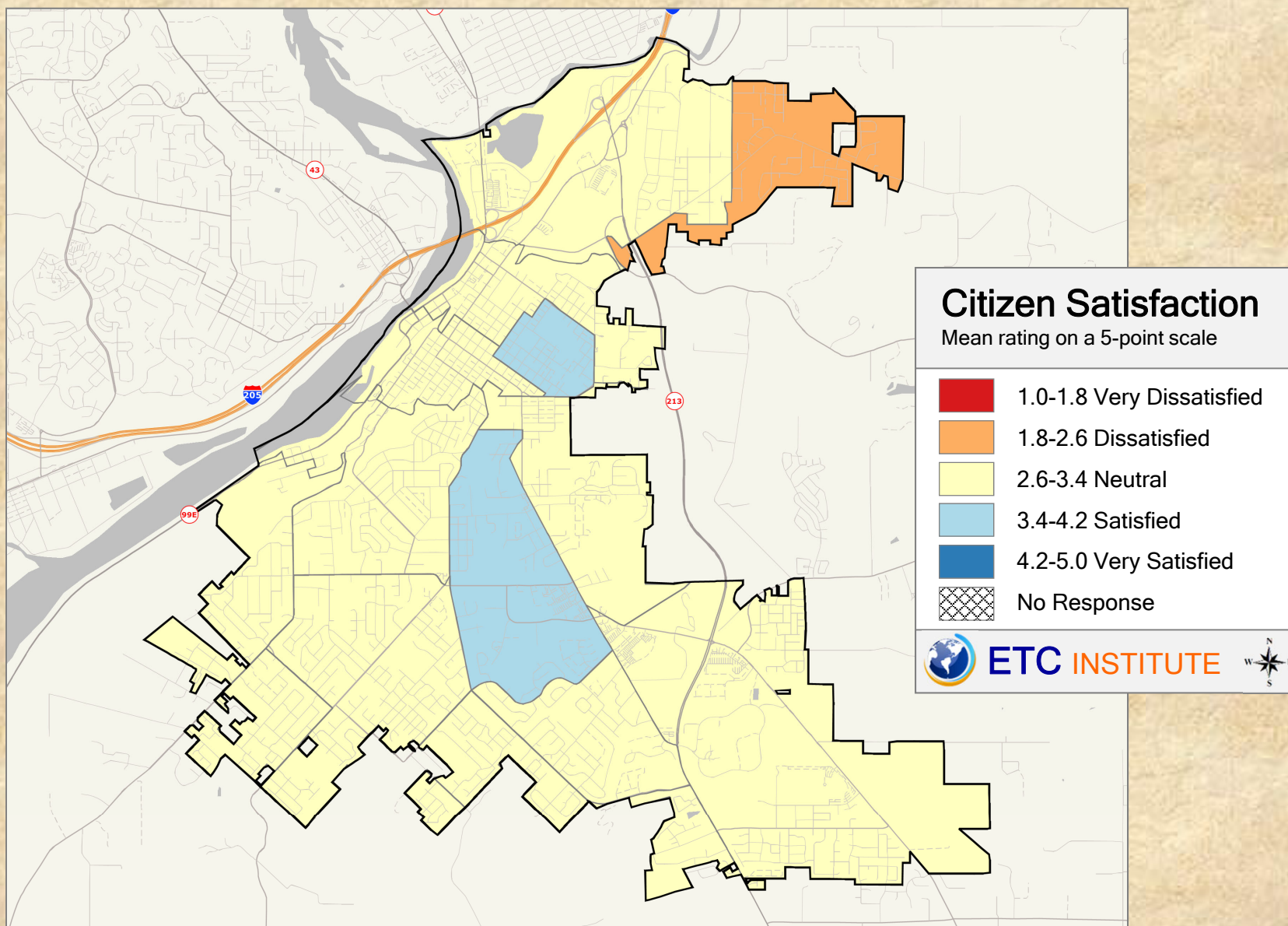
Q1. 12 Satisfaction With: Overall quality of the city's public library services



2018 City of Oregon City Community Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

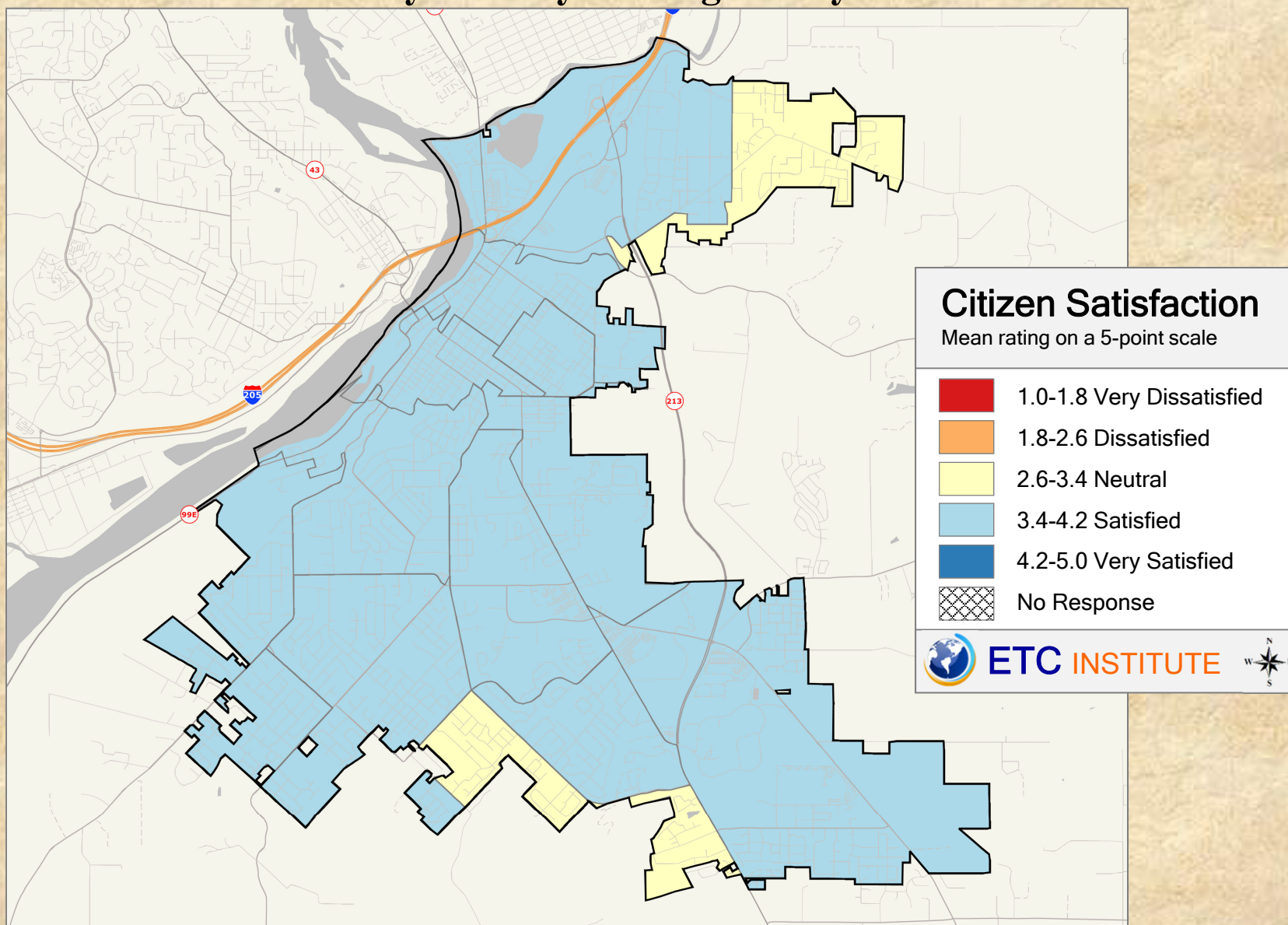
Q1. 13 Satisfaction With: Overall quality of permit process



2018 City of Oregon City Community Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

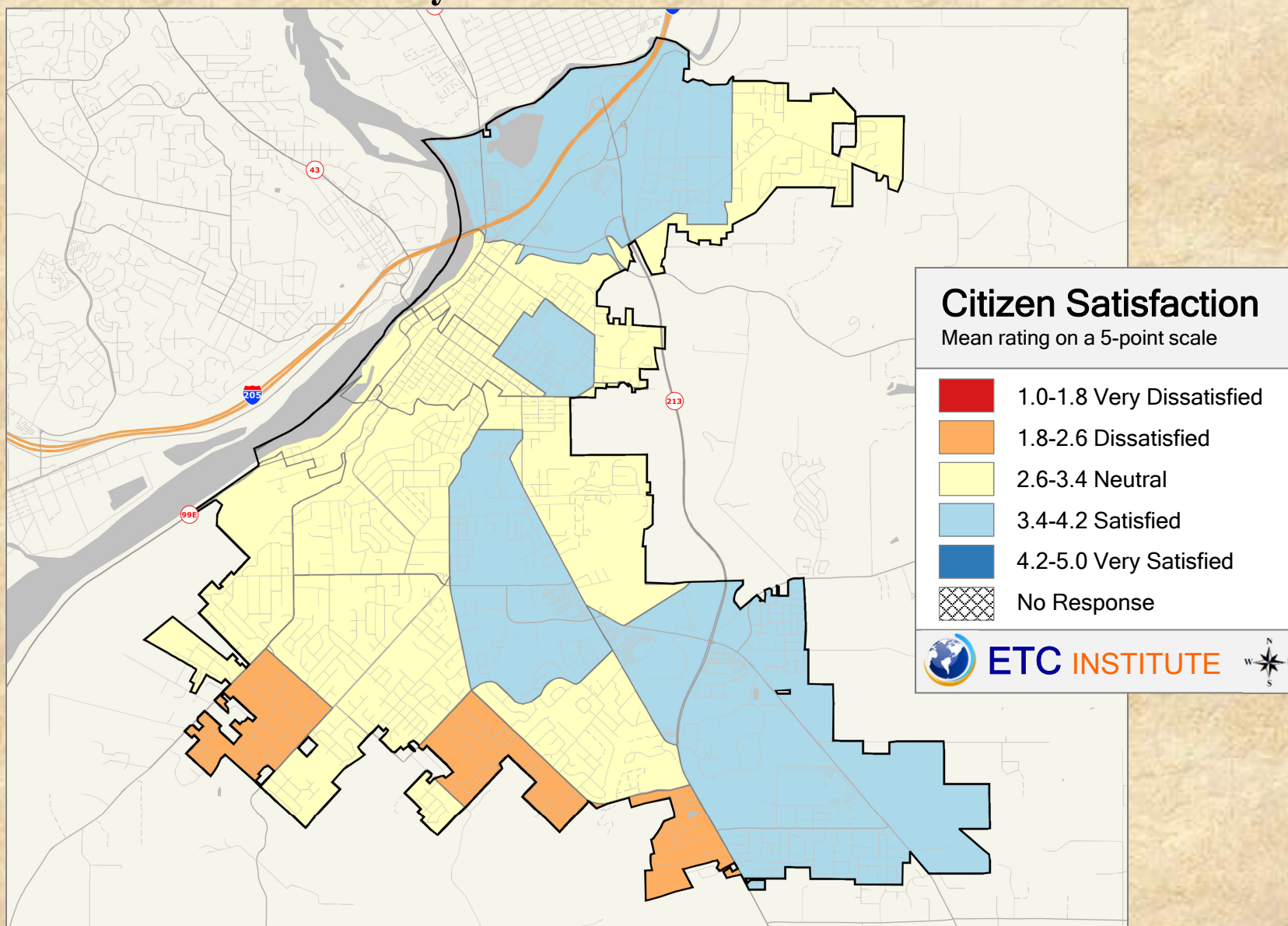
Q3. 01 Satisfaction With: Overall quality of services provided by the City of Oregon City



2018 City of Oregon City Community Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

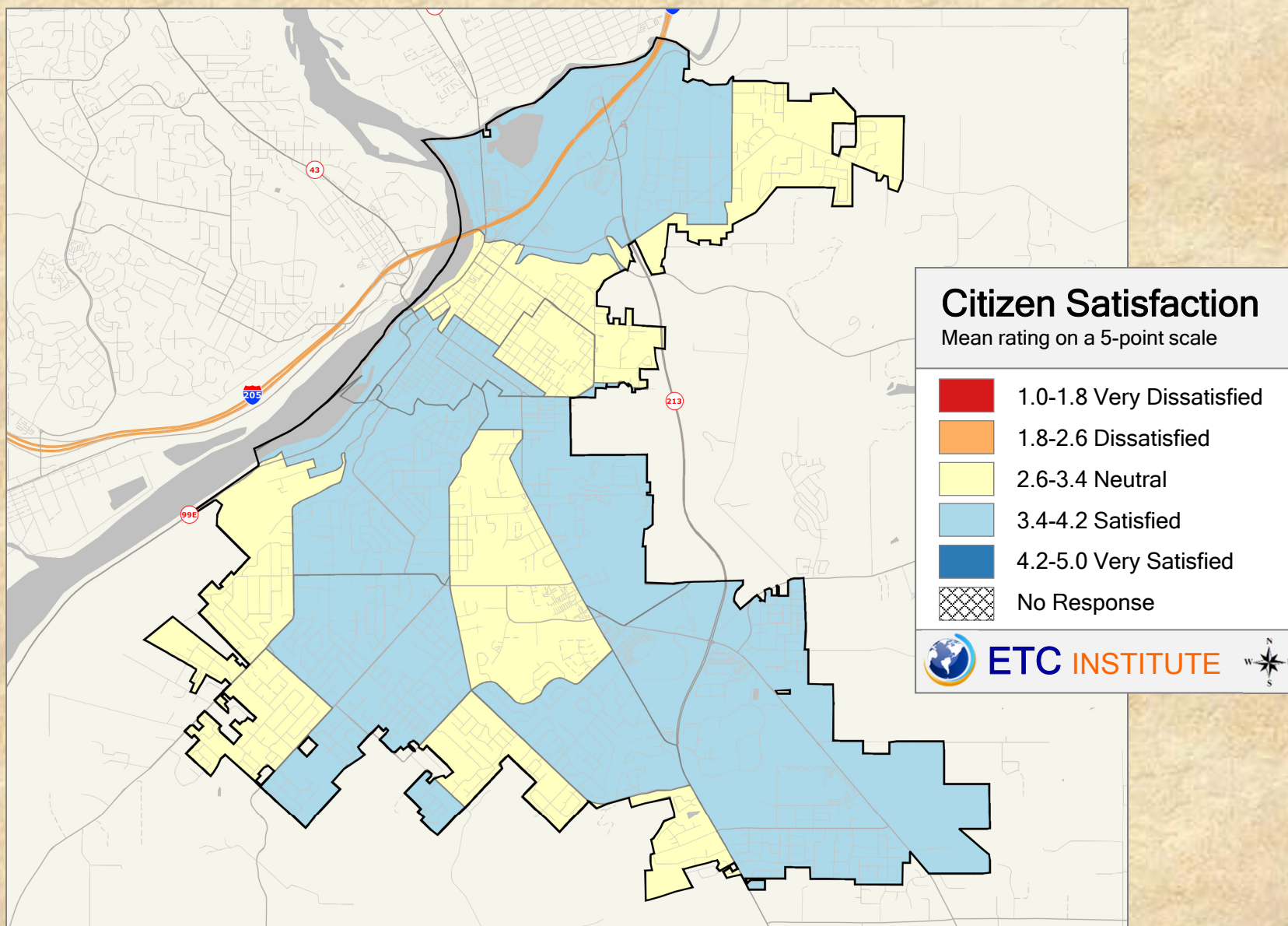
Q3. 02 Satisfaction With: Overall value that you receive for your tax dollars and fees



2018 City of Oregon City Community Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

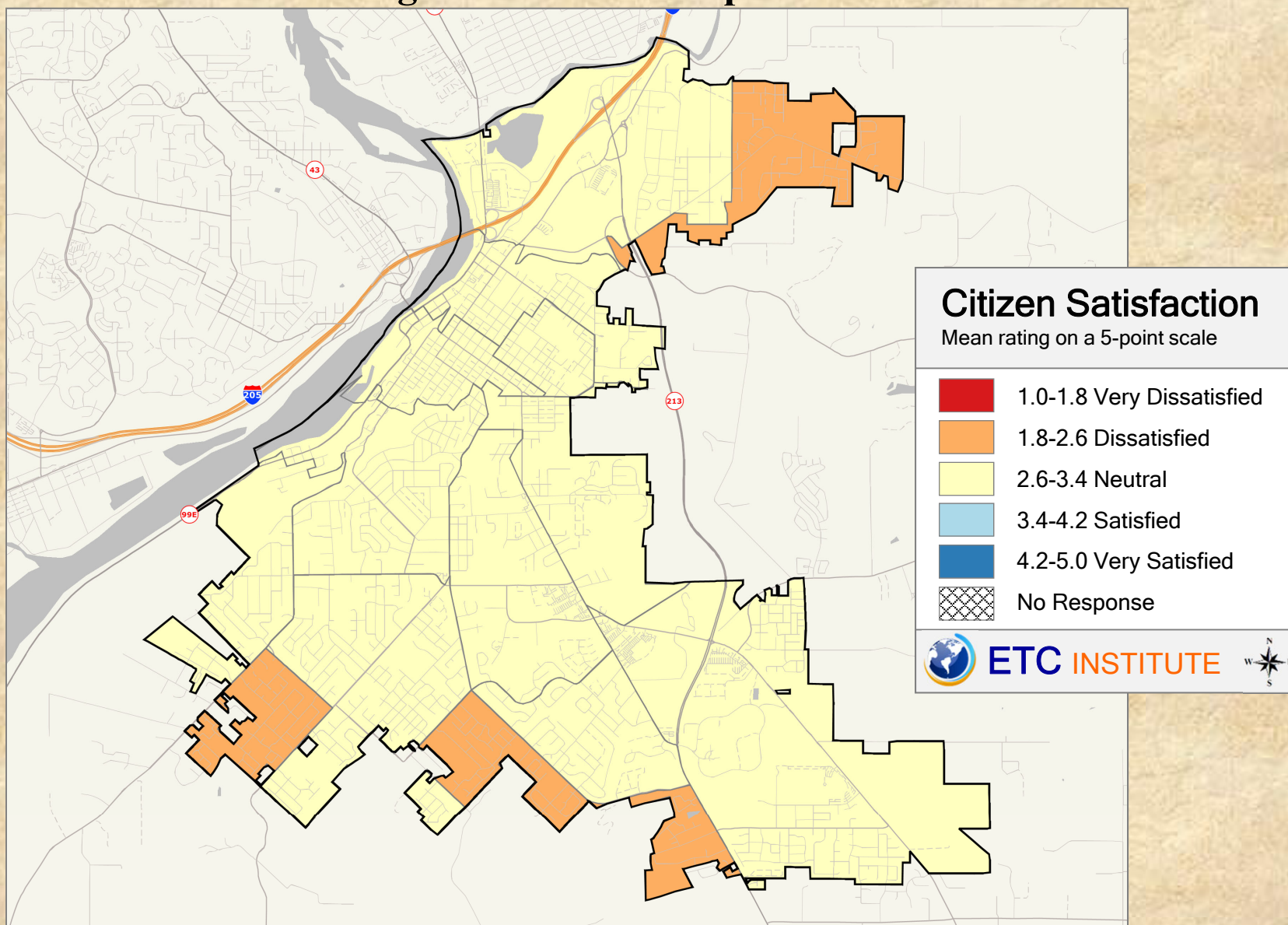
Q3. 03 Satisfaction With: Overall image of the city



2018 City of Oregon City Community Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

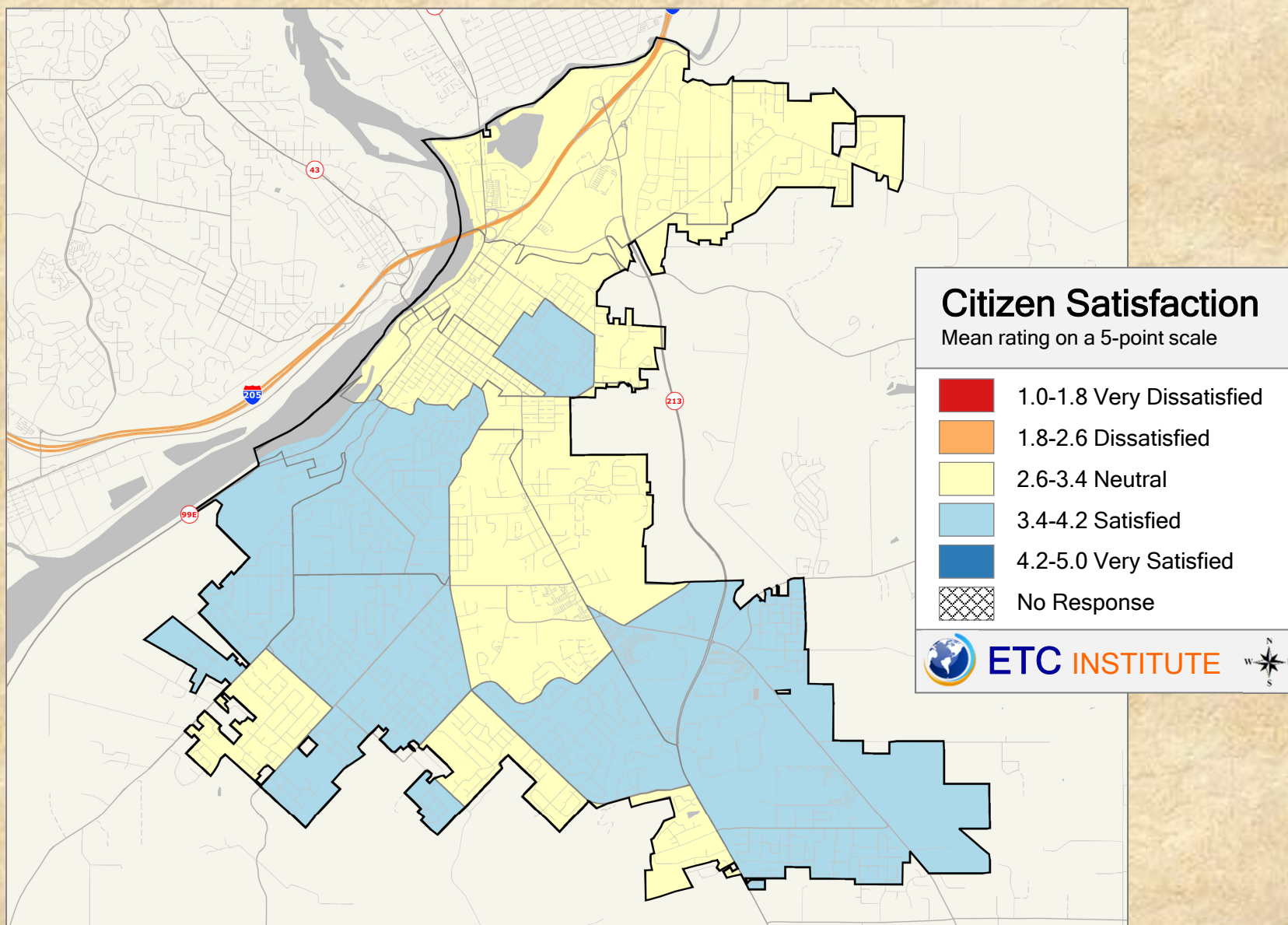
Q3. 04 Satisfaction With: How well the city is supporting growth and development



2018 City of Oregon City Community Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

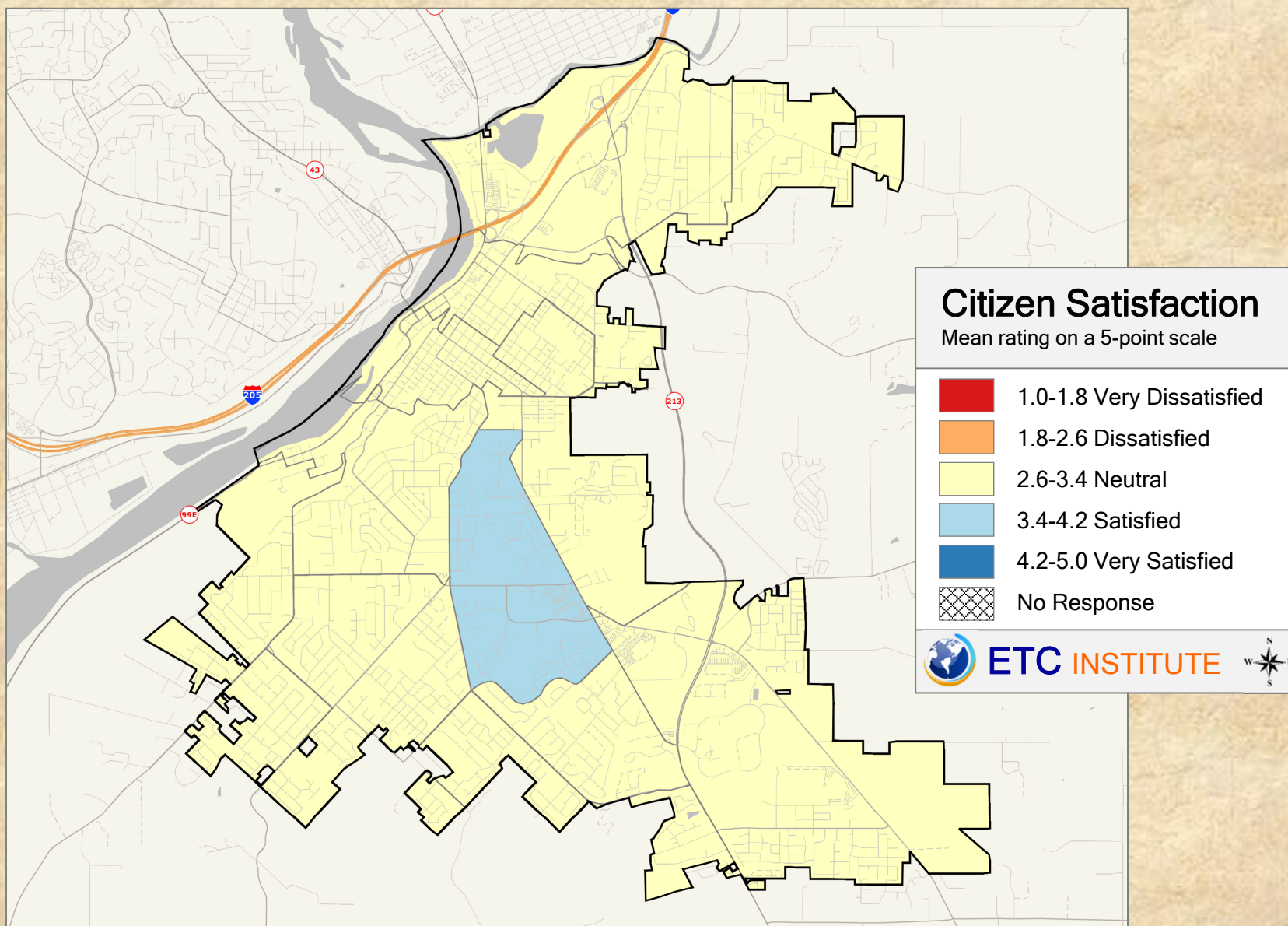
Q3. 05 Satisfaction With: Overall feeling of safety in the city



2018 City of Oregon City Community Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

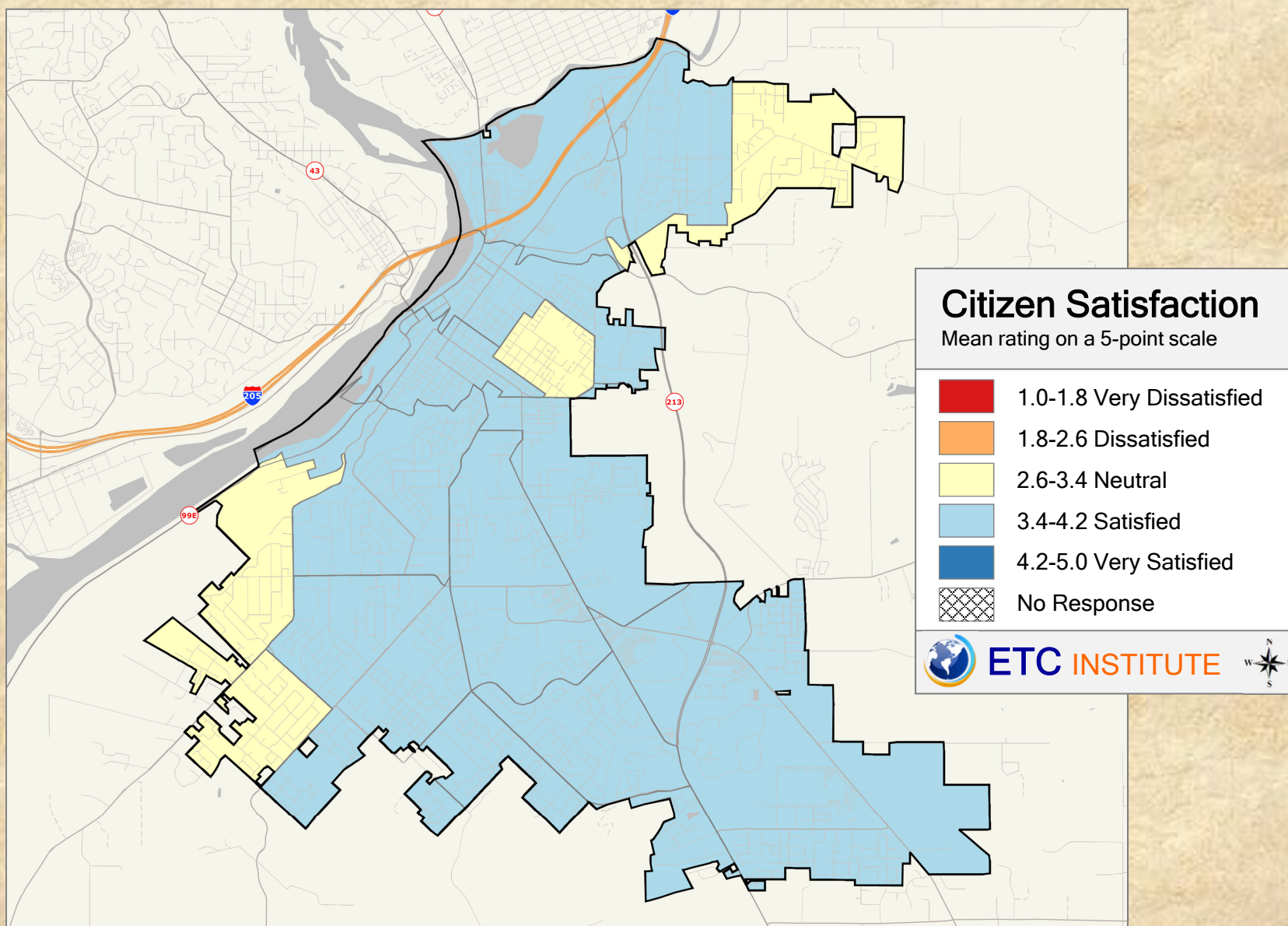
Q3. 06 Satisfaction With: Availability of job opportunities



2018 City of Oregon City Community Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

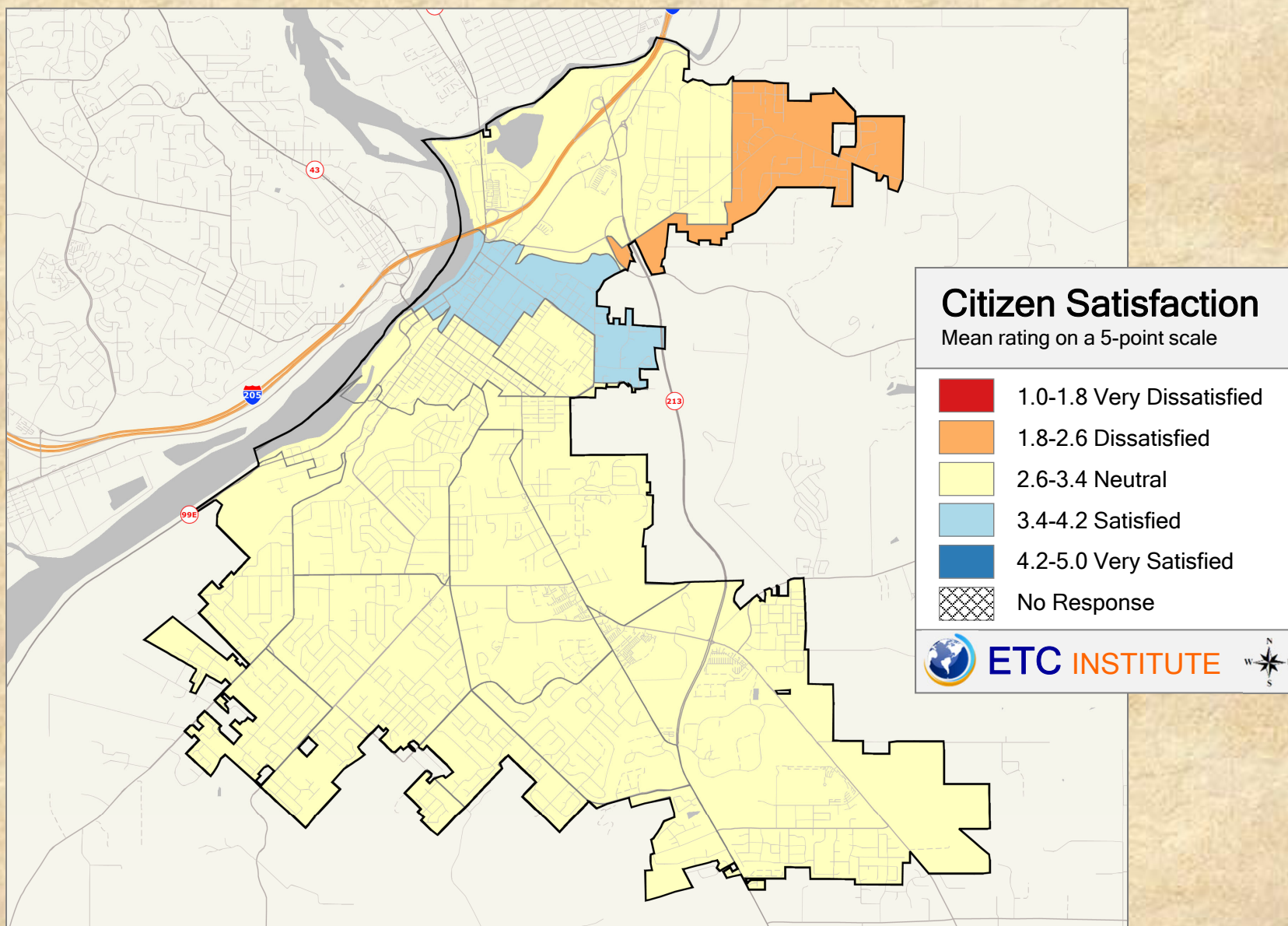
Q3. 07 Satisfaction With: Availability of training or educational opportunities



2018 City of Oregon City Community Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

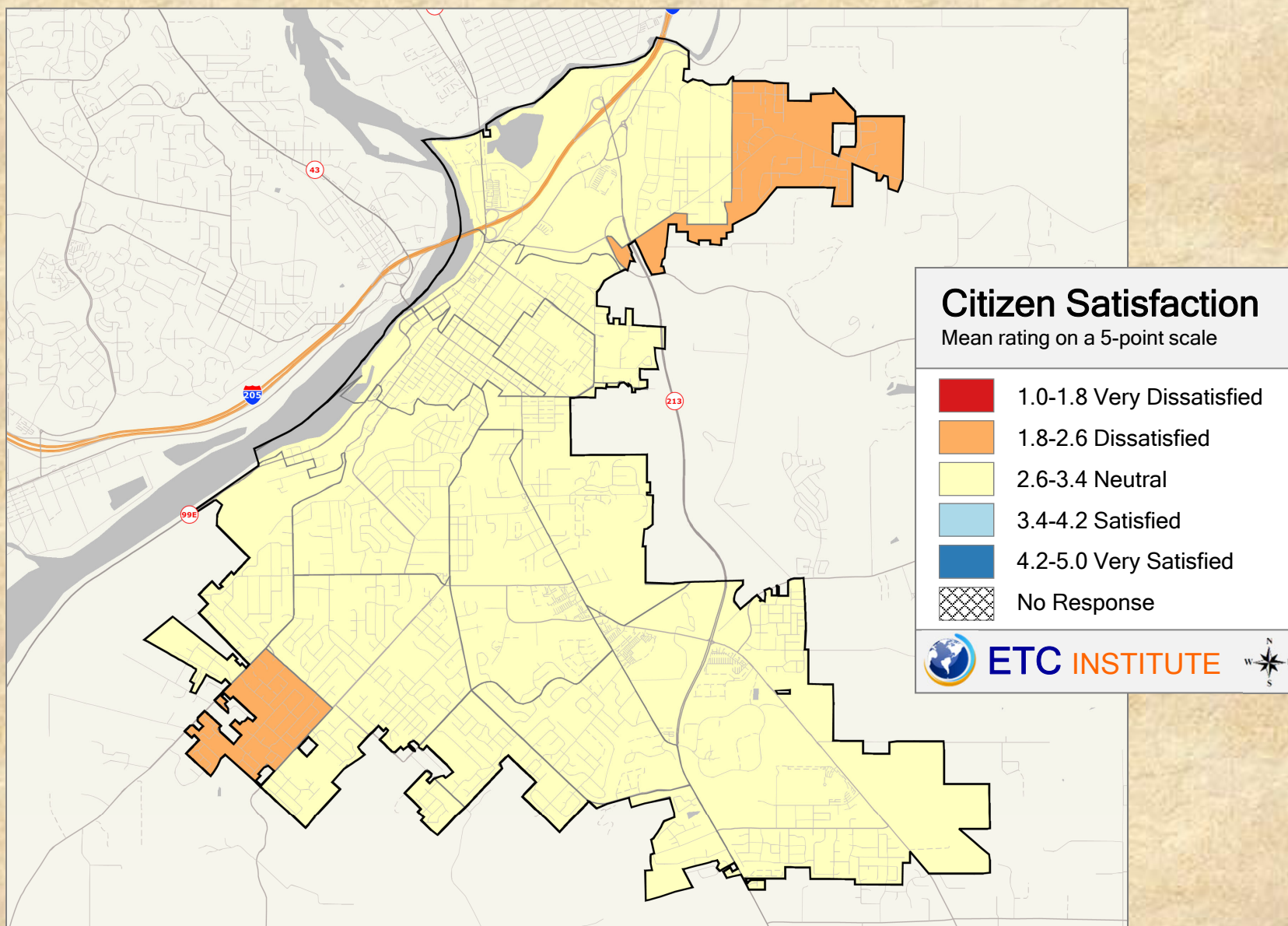
Q3. 08 Satisfaction With: Overall quality of new development



2018 City of Oregon City Community Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

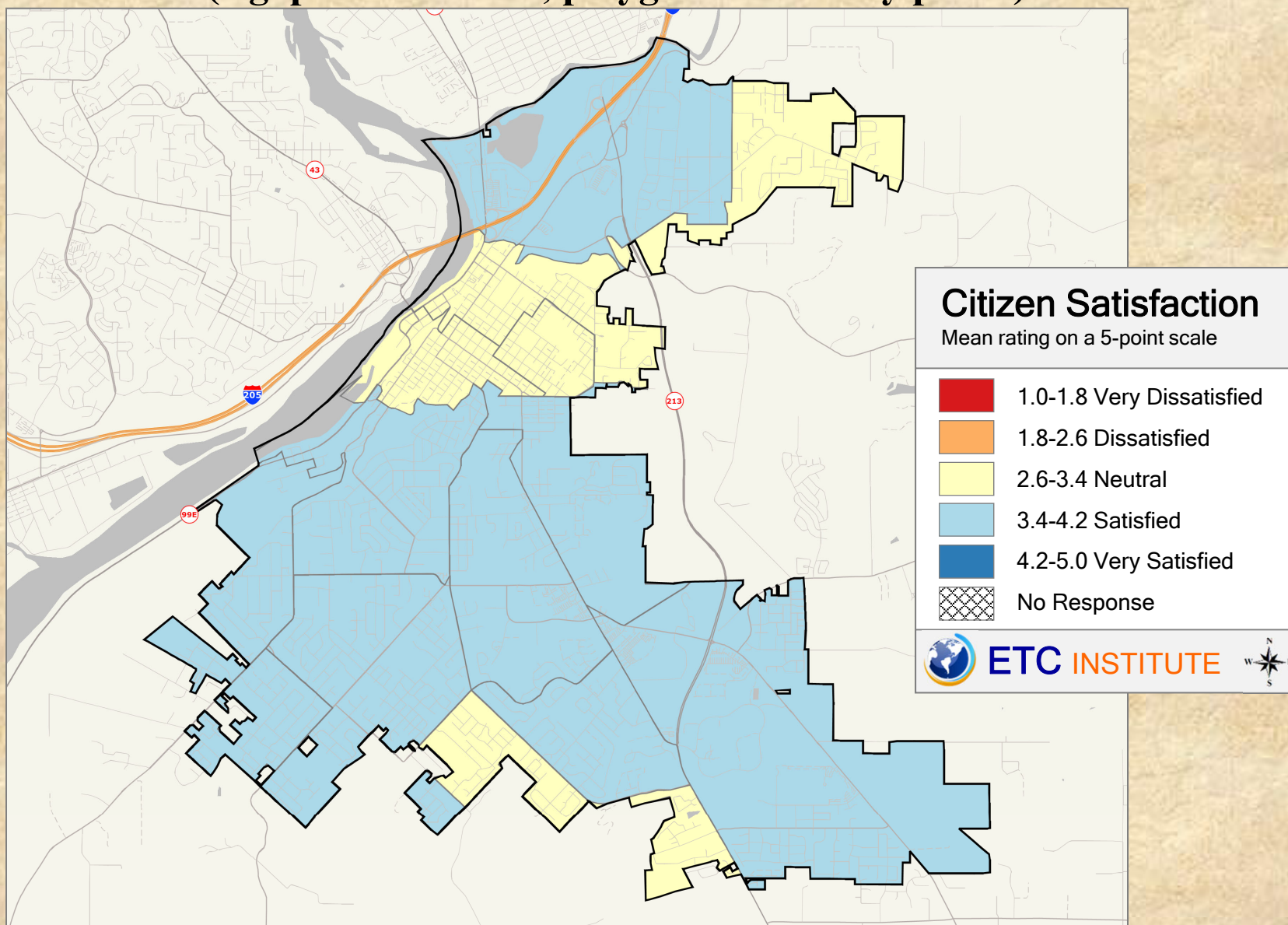
Q3. 09 Satisfaction With: Overall development across the city



2018 City of Oregon City Community Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

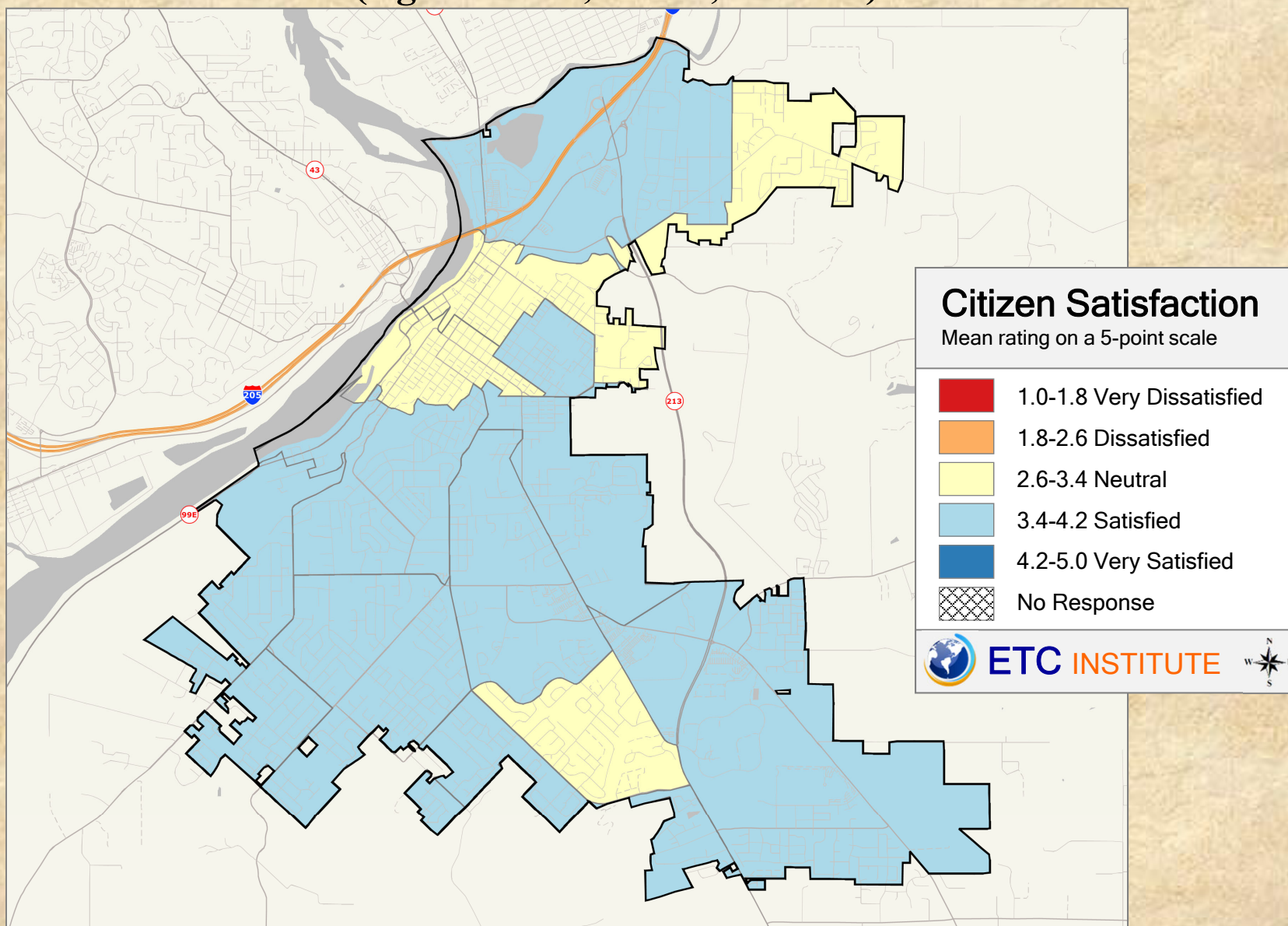
Q4. 01 Satisfaction With: Quality of facilities (e.g. picnic shelters, playgrounds in city parks)



2018 City of Oregon City Community Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

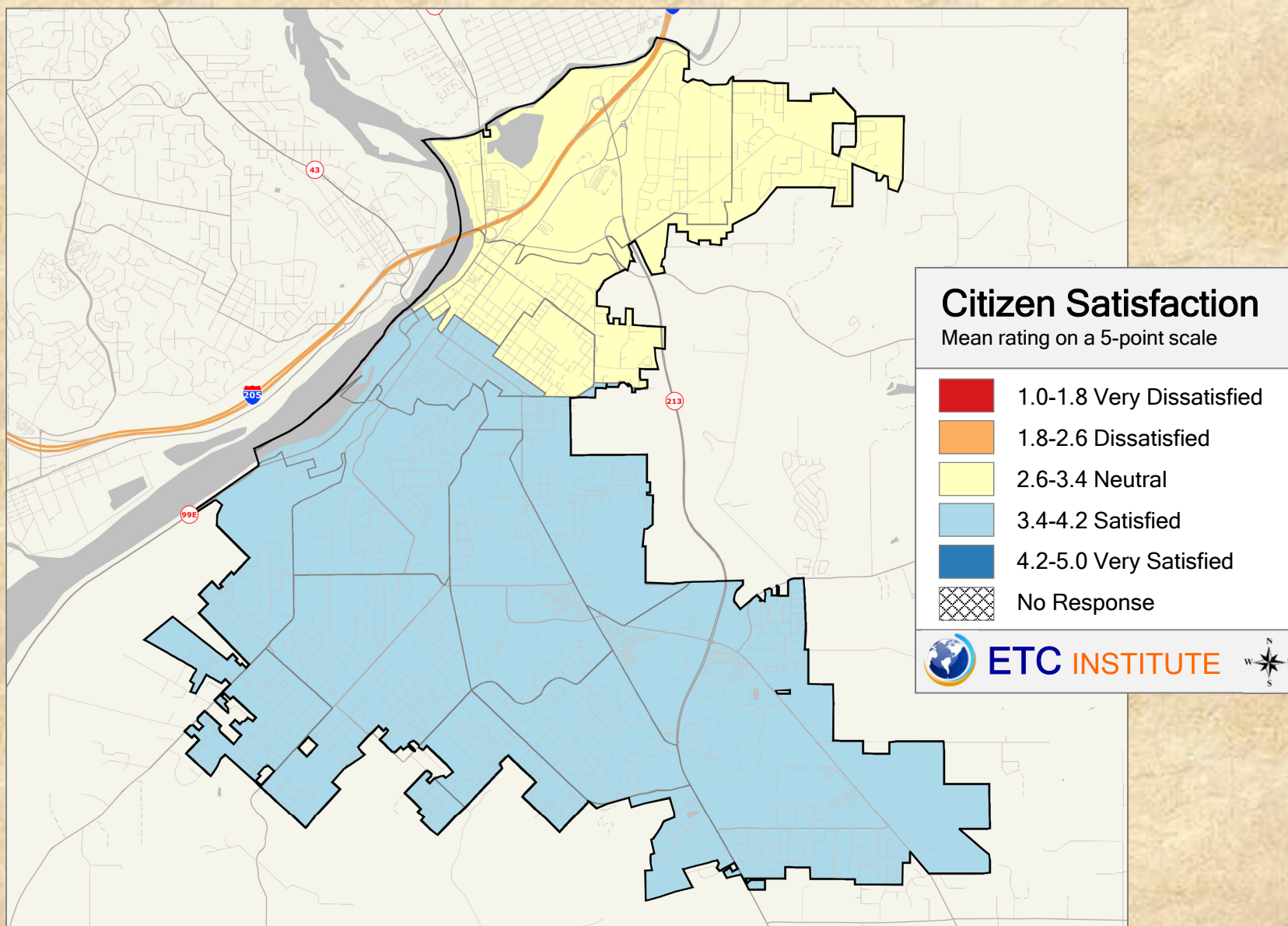
Q4. 02 Satisfaction With: Quality of outdoor athletic fields (e.g. baseball, soccer, football)



2018 City of Oregon City Community Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

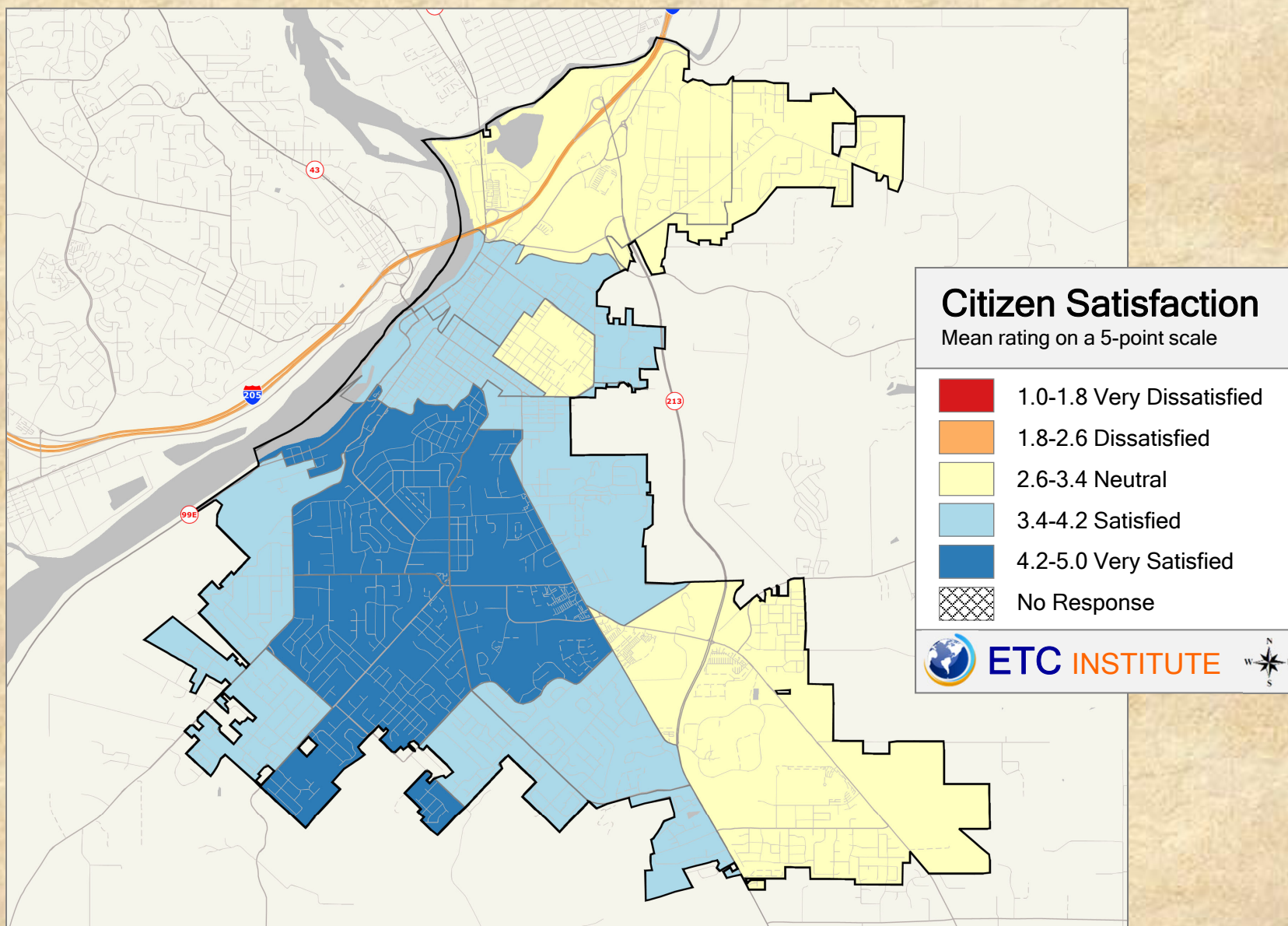
Q4. 03 Satisfaction With: Appearance and maintenance of existing city parks



2018 City of Oregon City Community Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

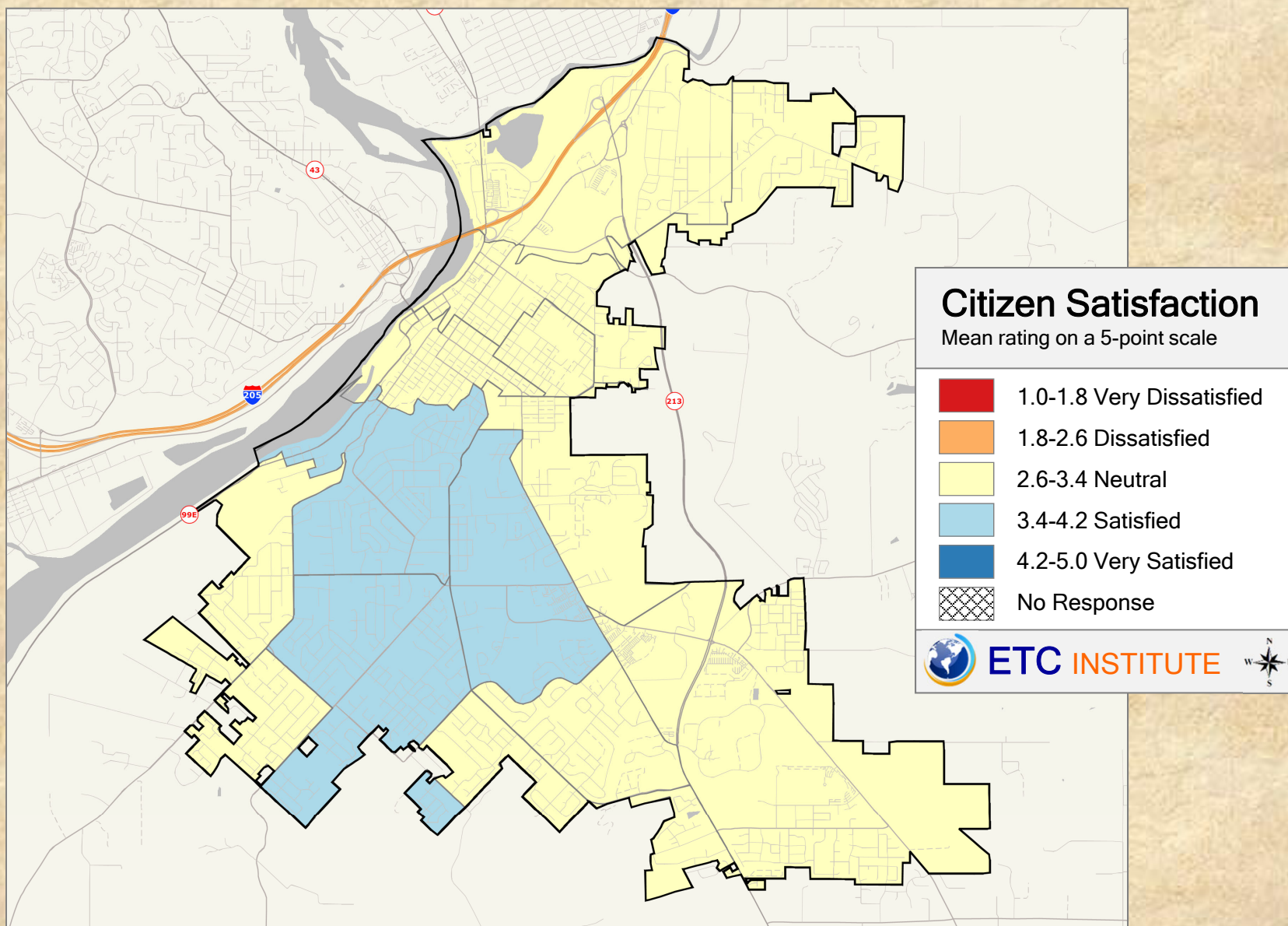
Q4. 04 Satisfaction With: Proximity of parks to your home



2018 City of Oregon City Community Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

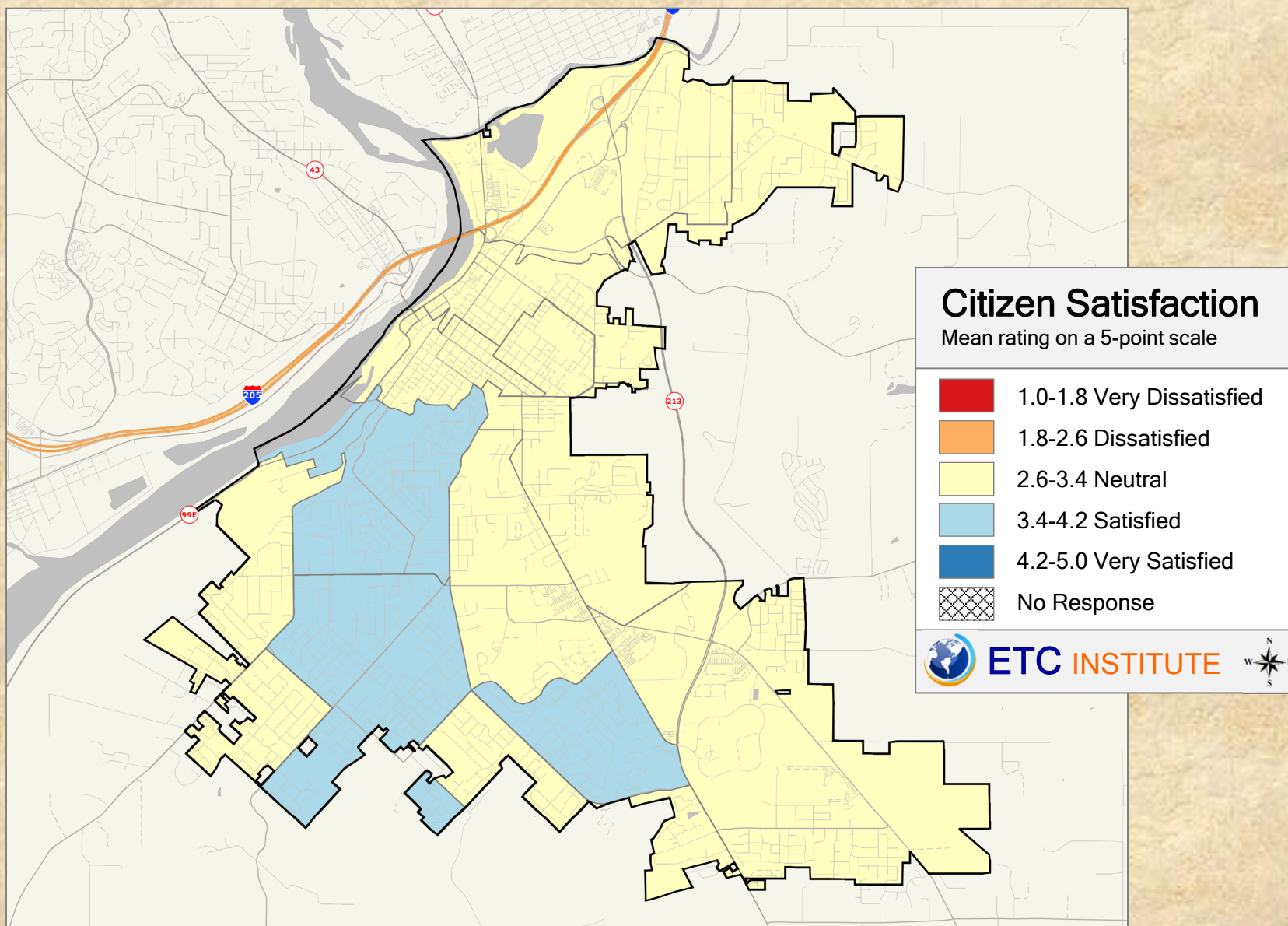
Q4. 05 Satisfaction With: Quantity of city trails



2018 City of Oregon City Community Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

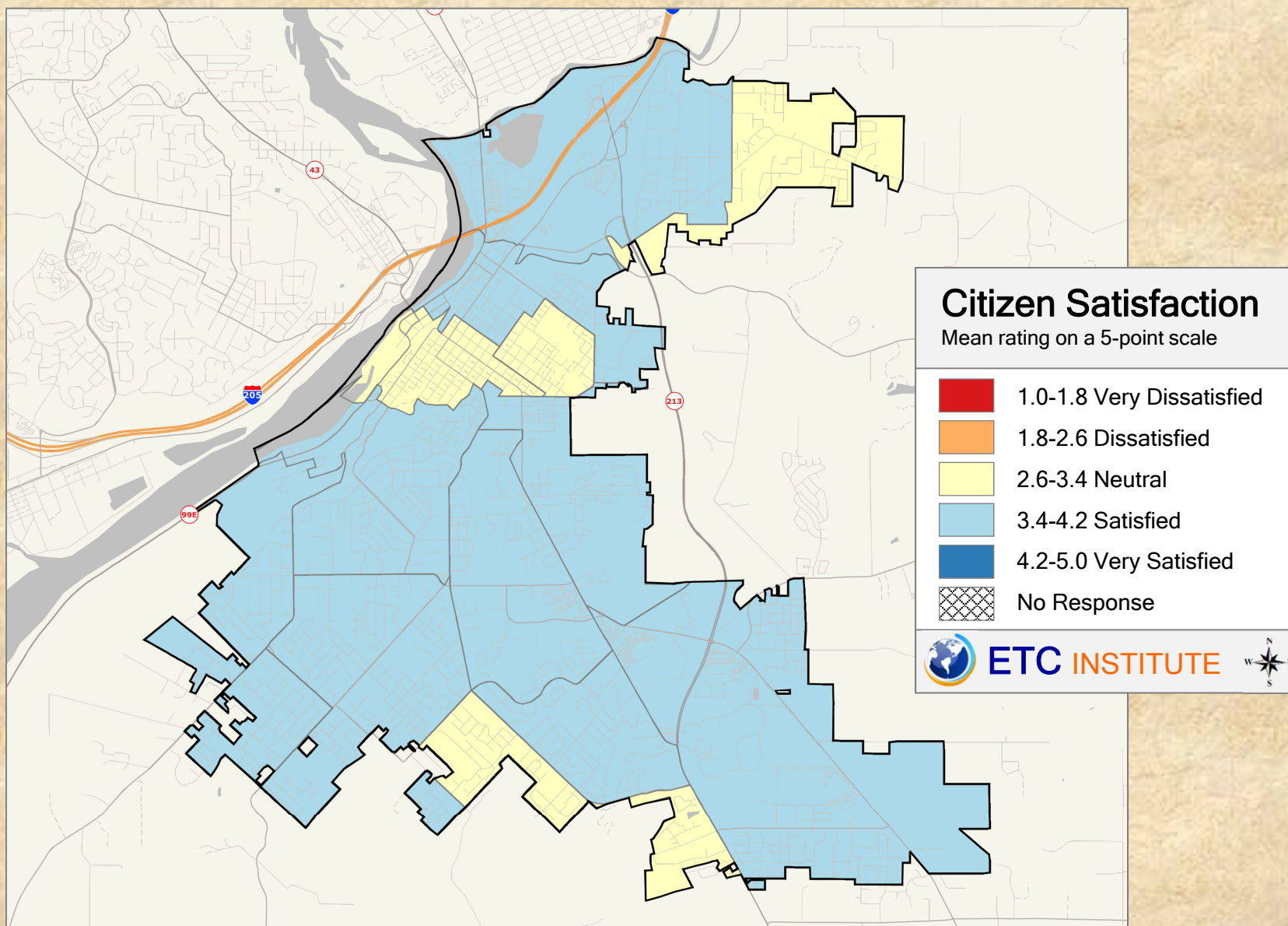
Q4. 06 Satisfaction With: Access to city parks for persons with disabilities



2018 City of Oregon City Community Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

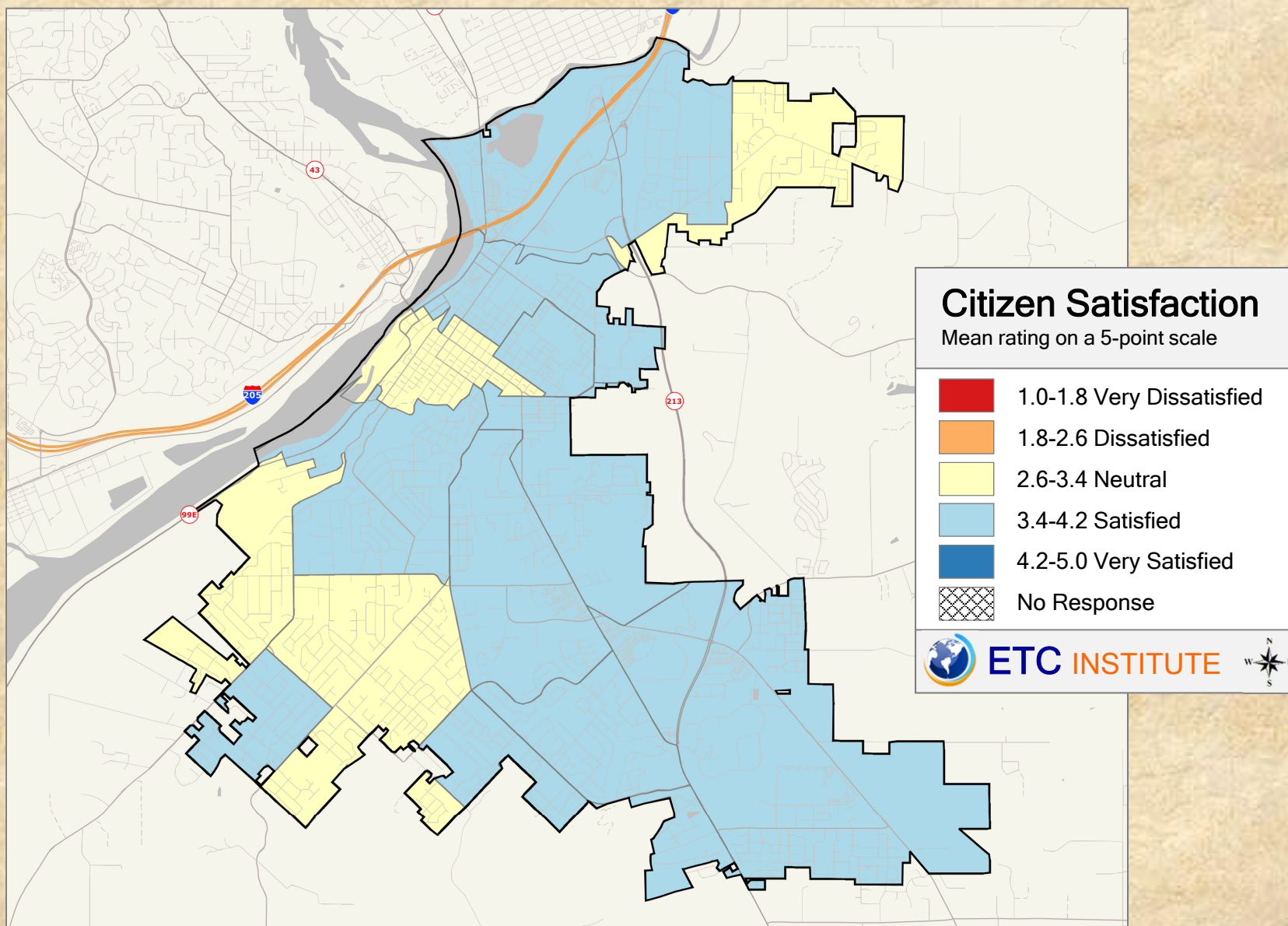
Q4. 07 Satisfaction With: Quality of the Pioneer Community Center



2018 City of Oregon City Community Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

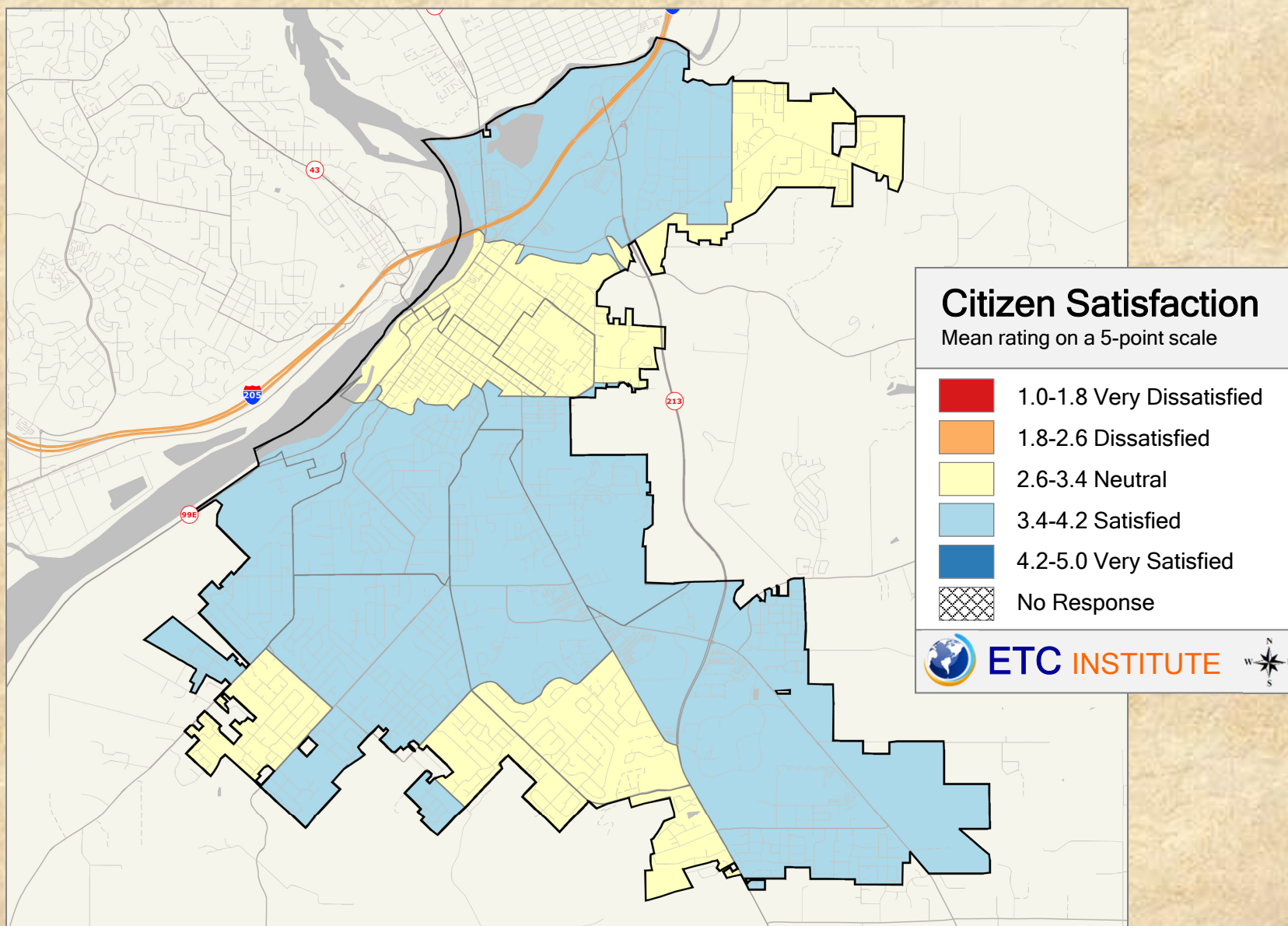
Q4. 08 Satisfaction With: Quality of the End of the Oregon Trail



2018 City of Oregon City Community Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

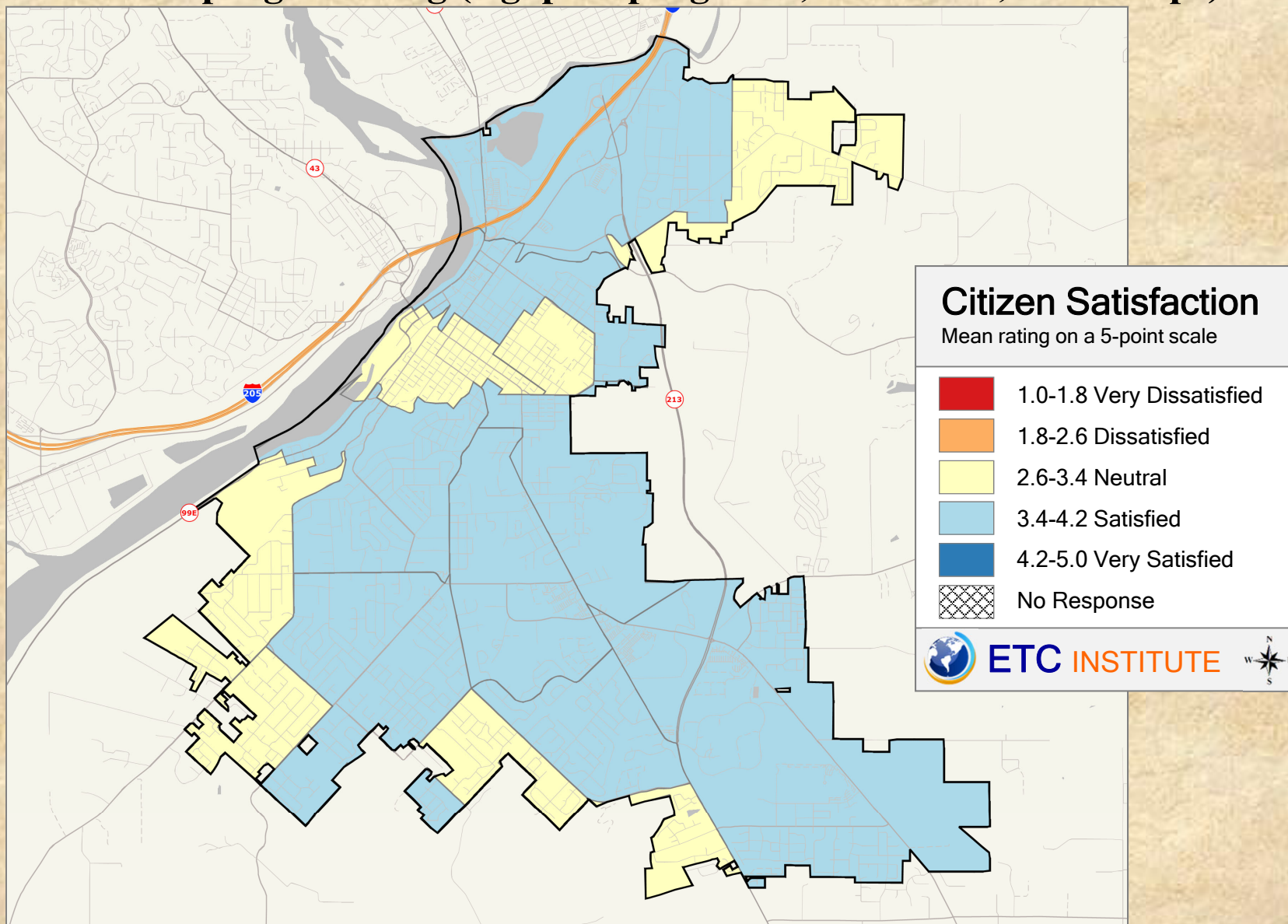
Q4. 09 Satisfaction With: Quality of the city's swimming pool



2018 City of Oregon City Community Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

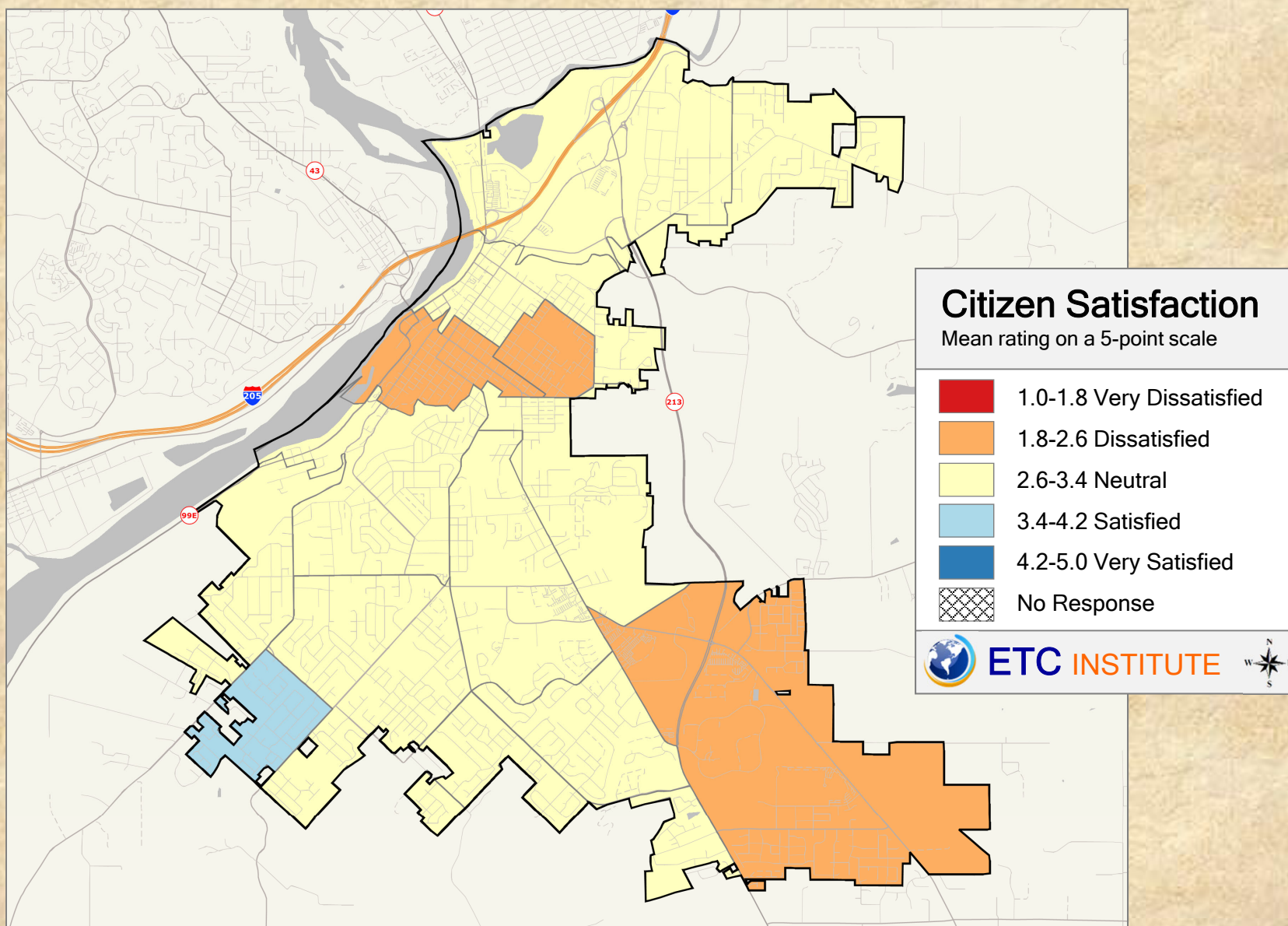
Q4. 10 Satisfaction With: Quality of services for fees assessed with recreation programming (e.g. pool programs, admission, and camps)



2018 City of Oregon City Community Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

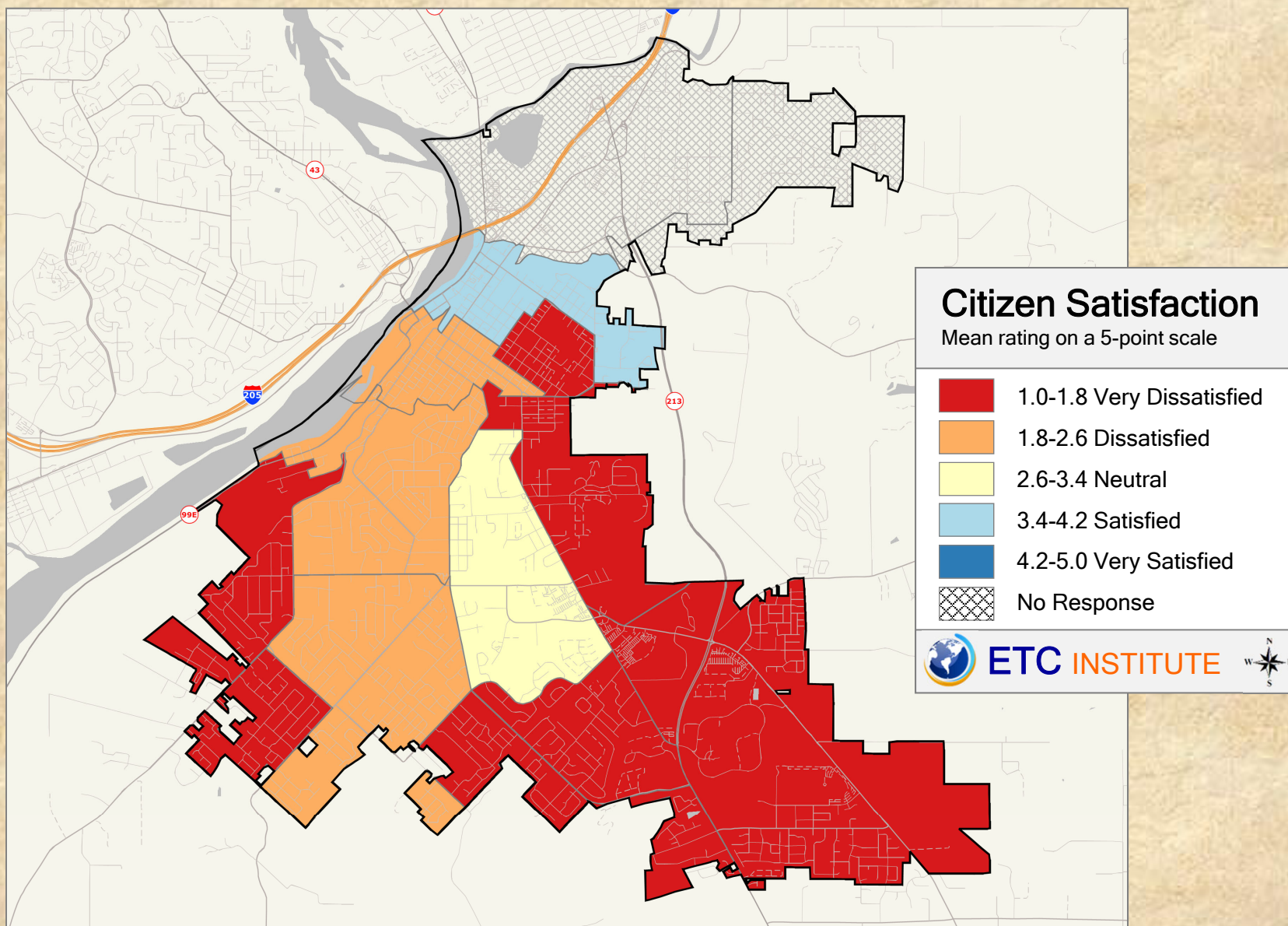
Q4. 11 Satisfaction With: Quality of recreational areas for dogs



2018 City of Oregon City Community Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

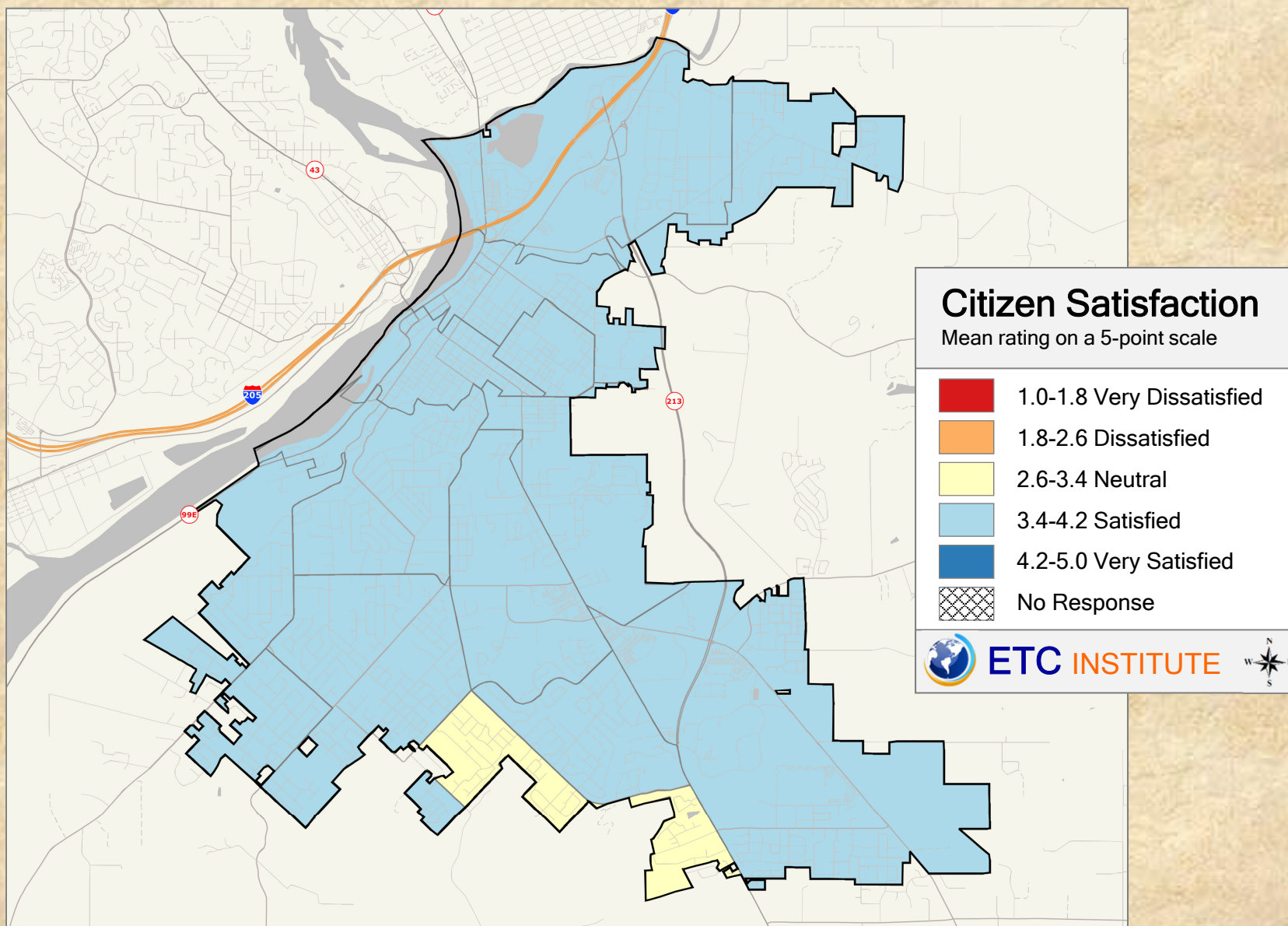
Q4. 12 Satisfaction With: Other



2018 City of Oregon City Community Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

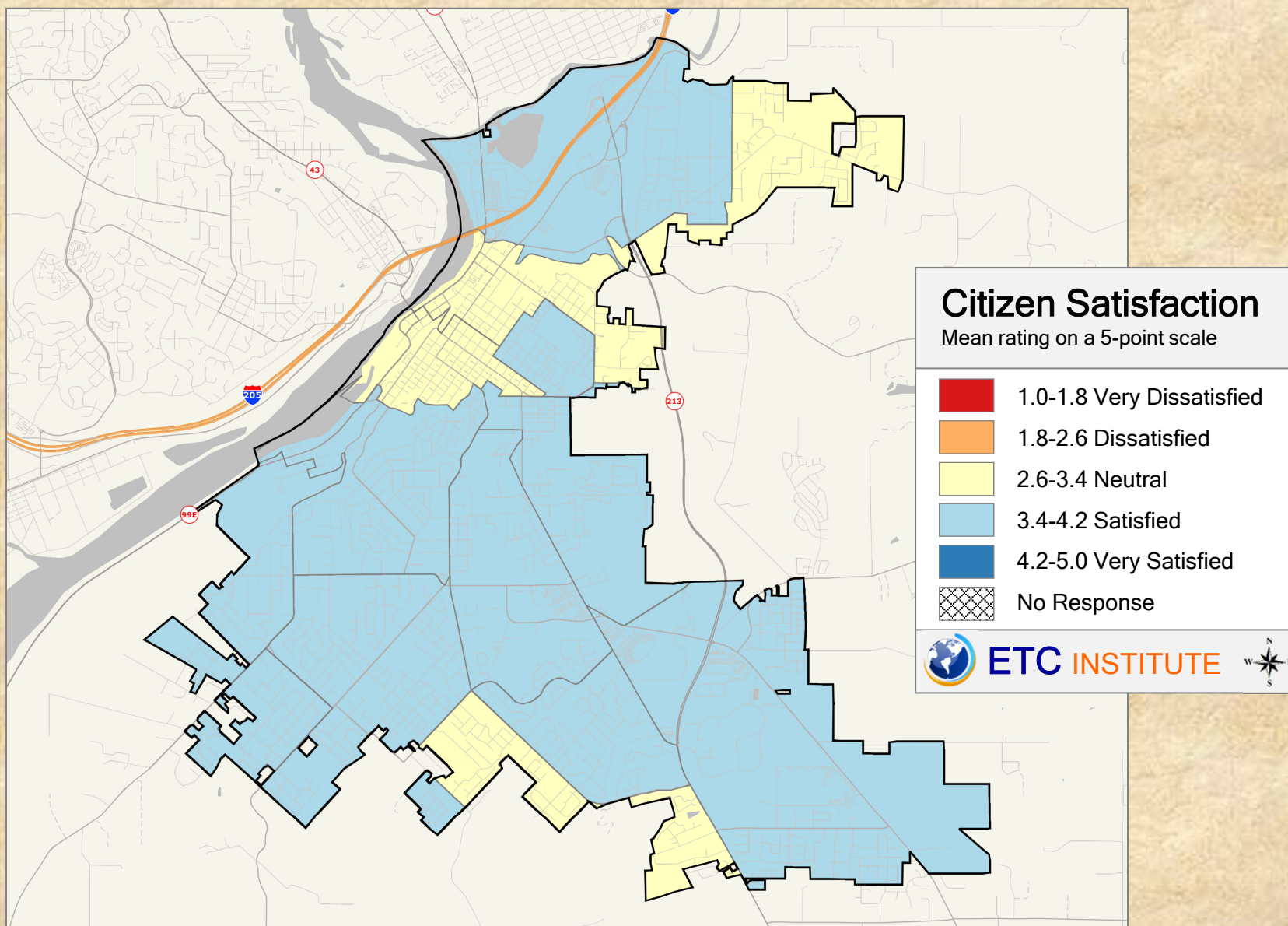
Q8. 01 Satisfaction With: The visibility of police in the community



2018 City of Oregon City Community Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

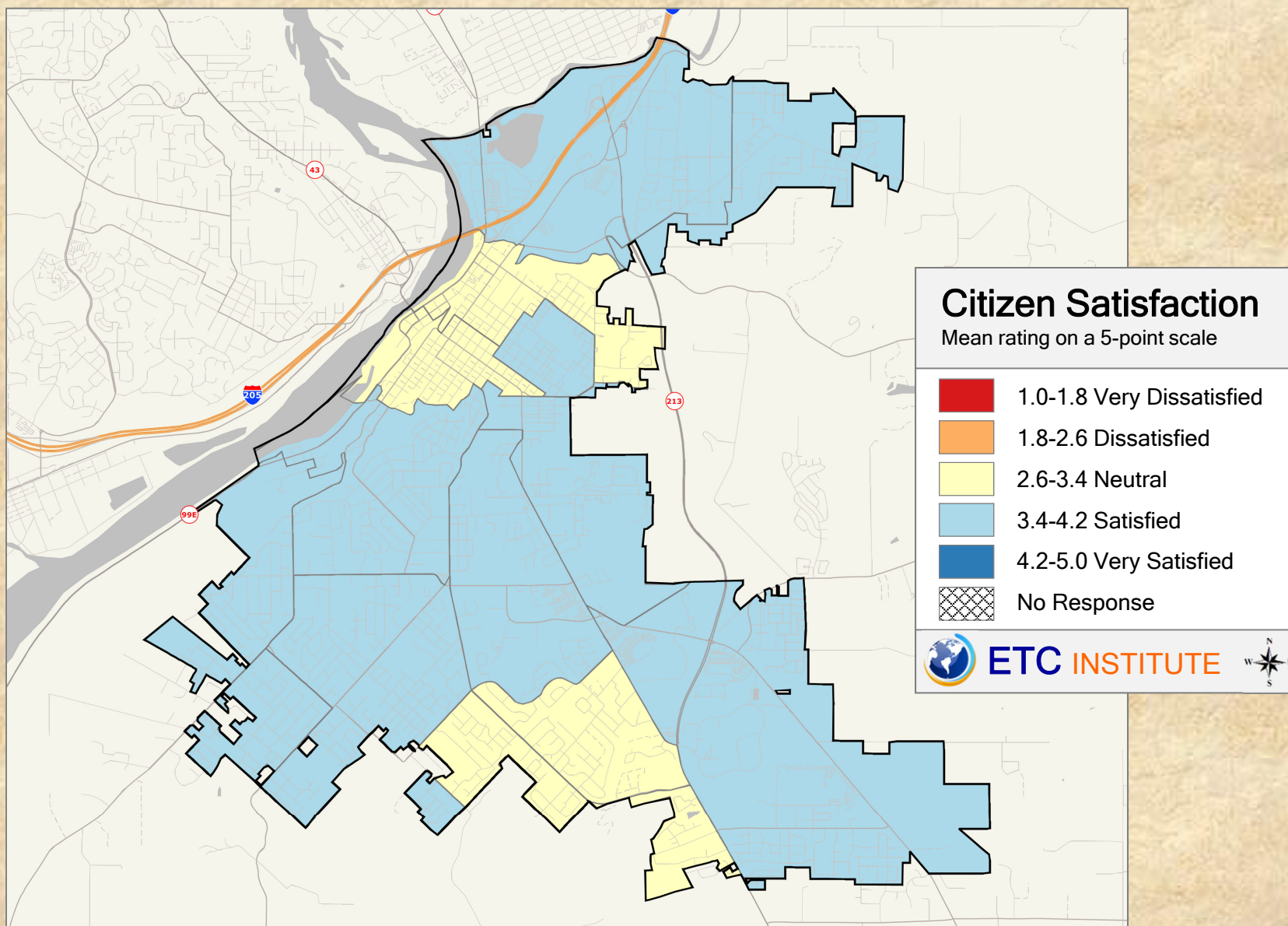
Q8. 02 Satisfaction With: The city's overall efforts to prevent crime



2018 City of Oregon City Community Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

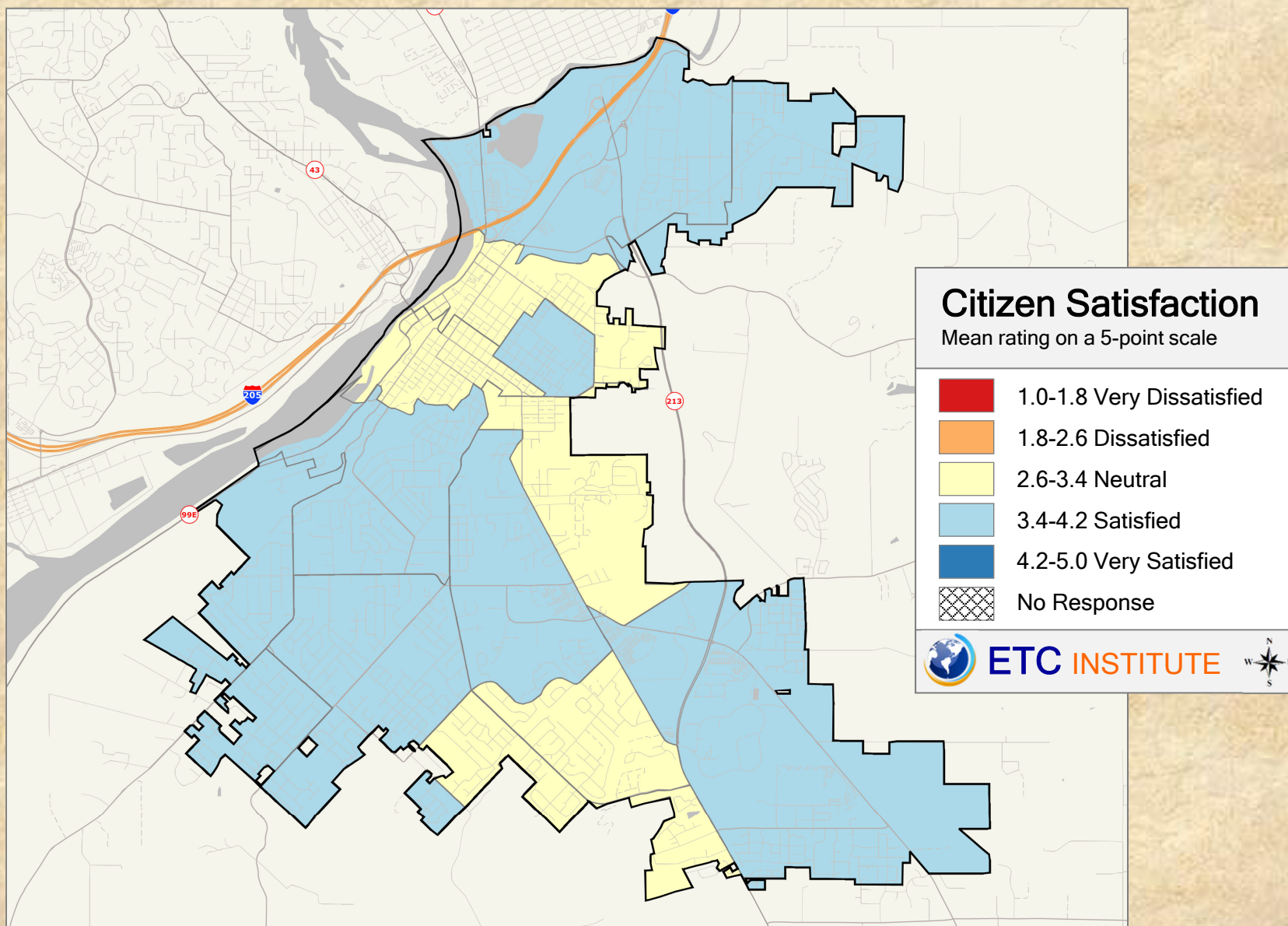
Q8. 03 Satisfaction With: Enforcement of local traffic laws



2018 City of Oregon City Community Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

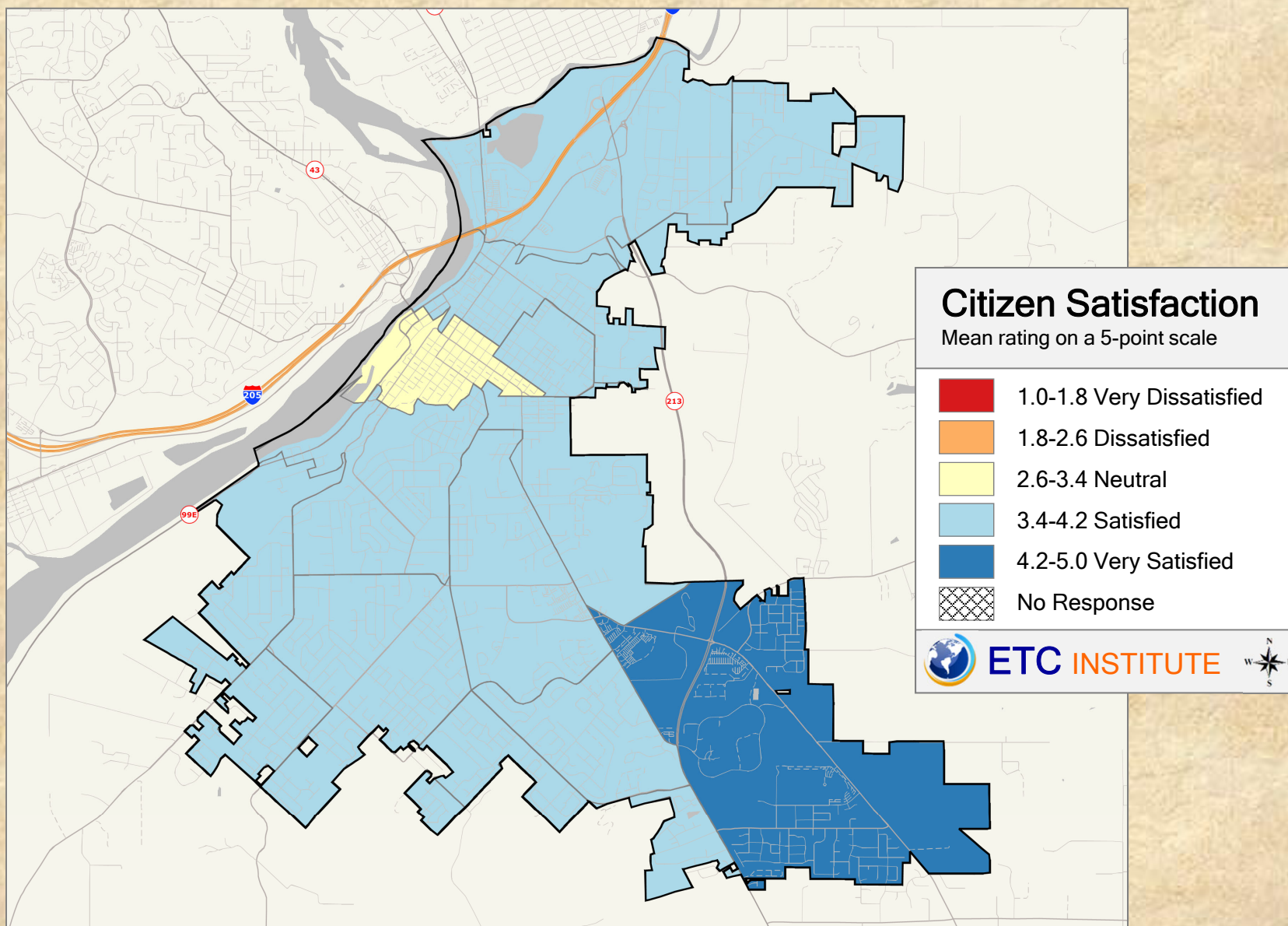
Q8. 04 Satisfaction With: Parking enforcement services



2018 City of Oregon City Community Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

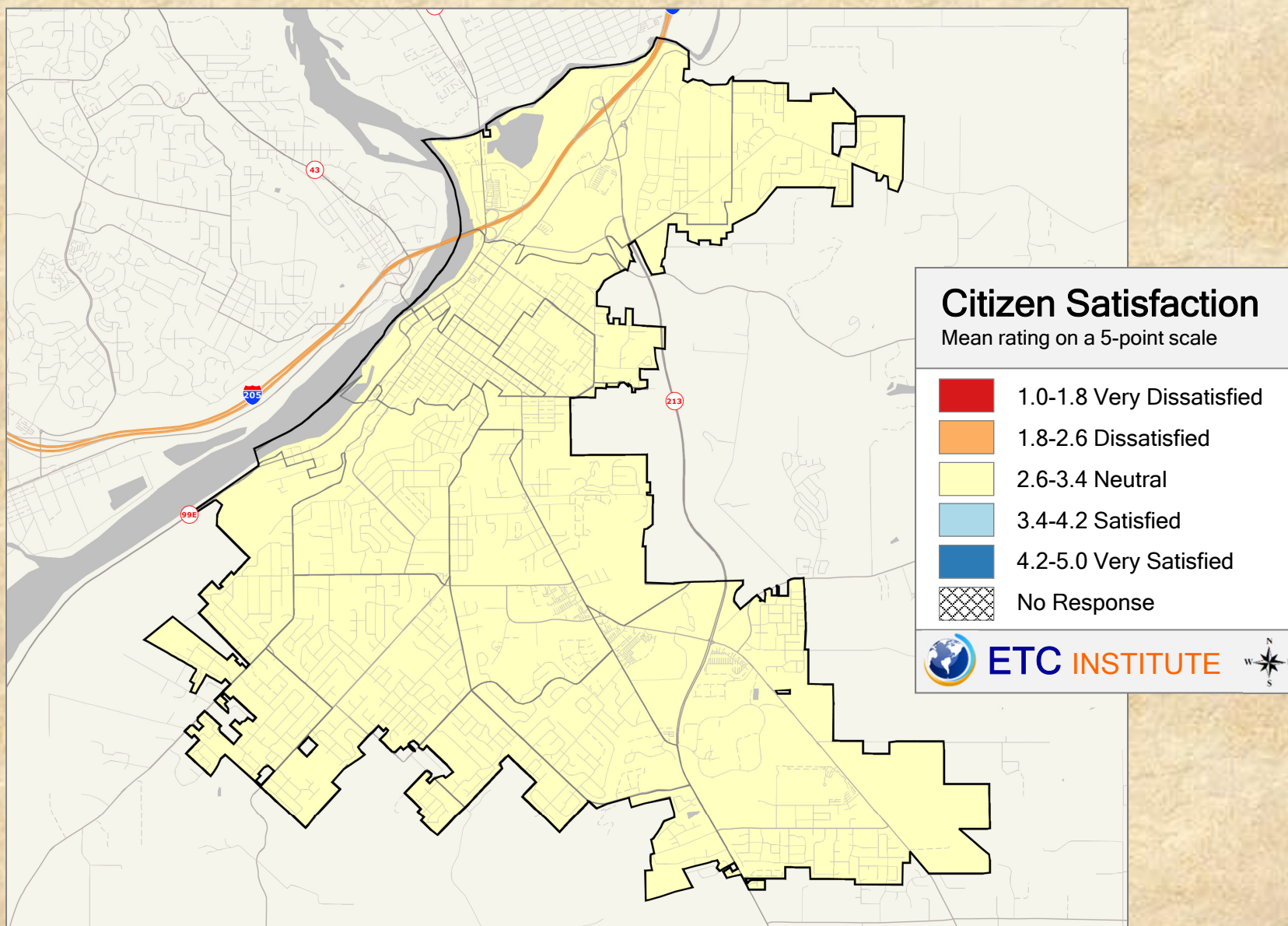
Q8. 05 Satisfaction With: How quickly police respond to emergencies



2018 City of Oregon City Community Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

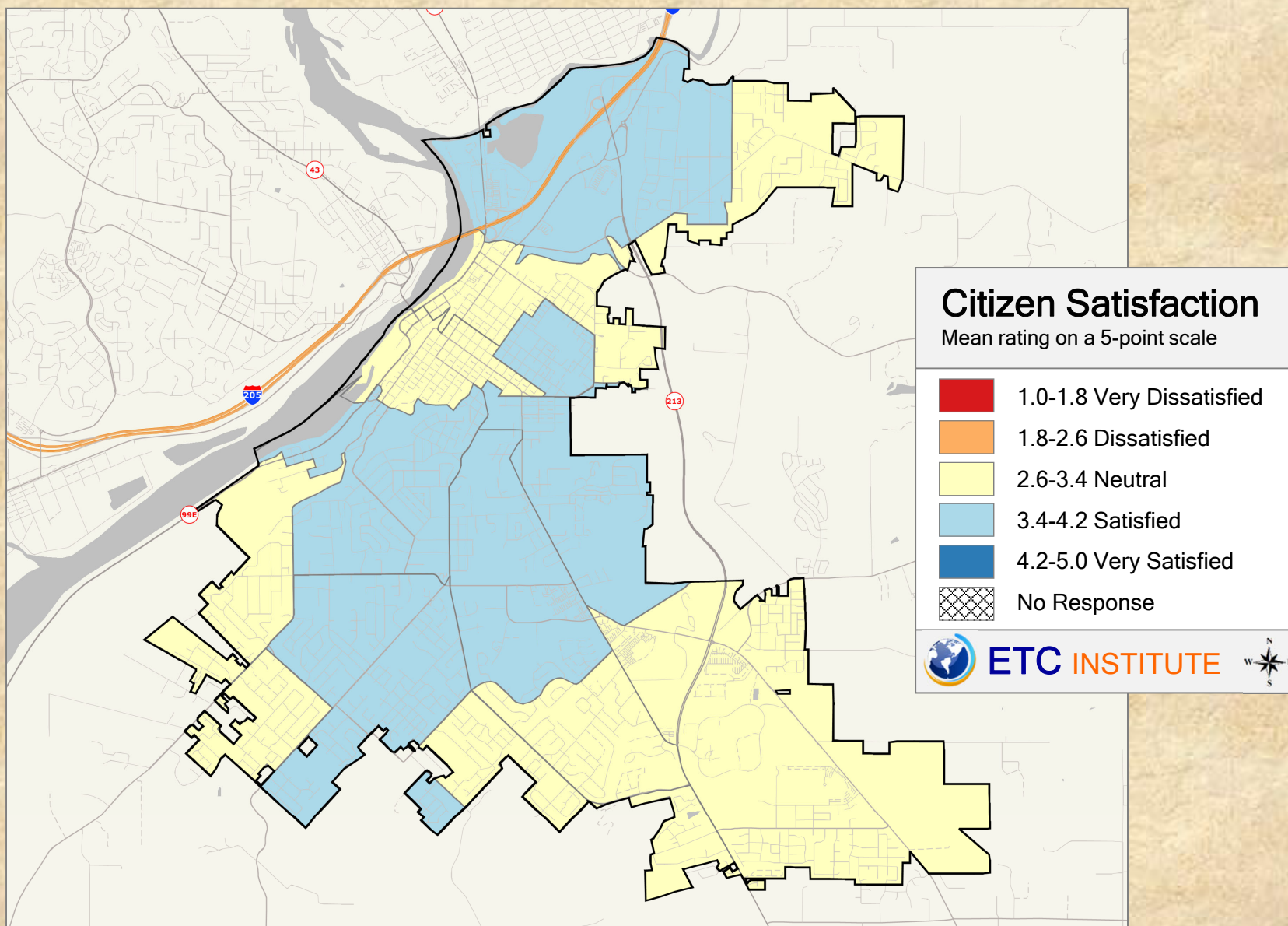
Q8. 06 Satisfaction With: Response to drug control



2018 City of Oregon City Community Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

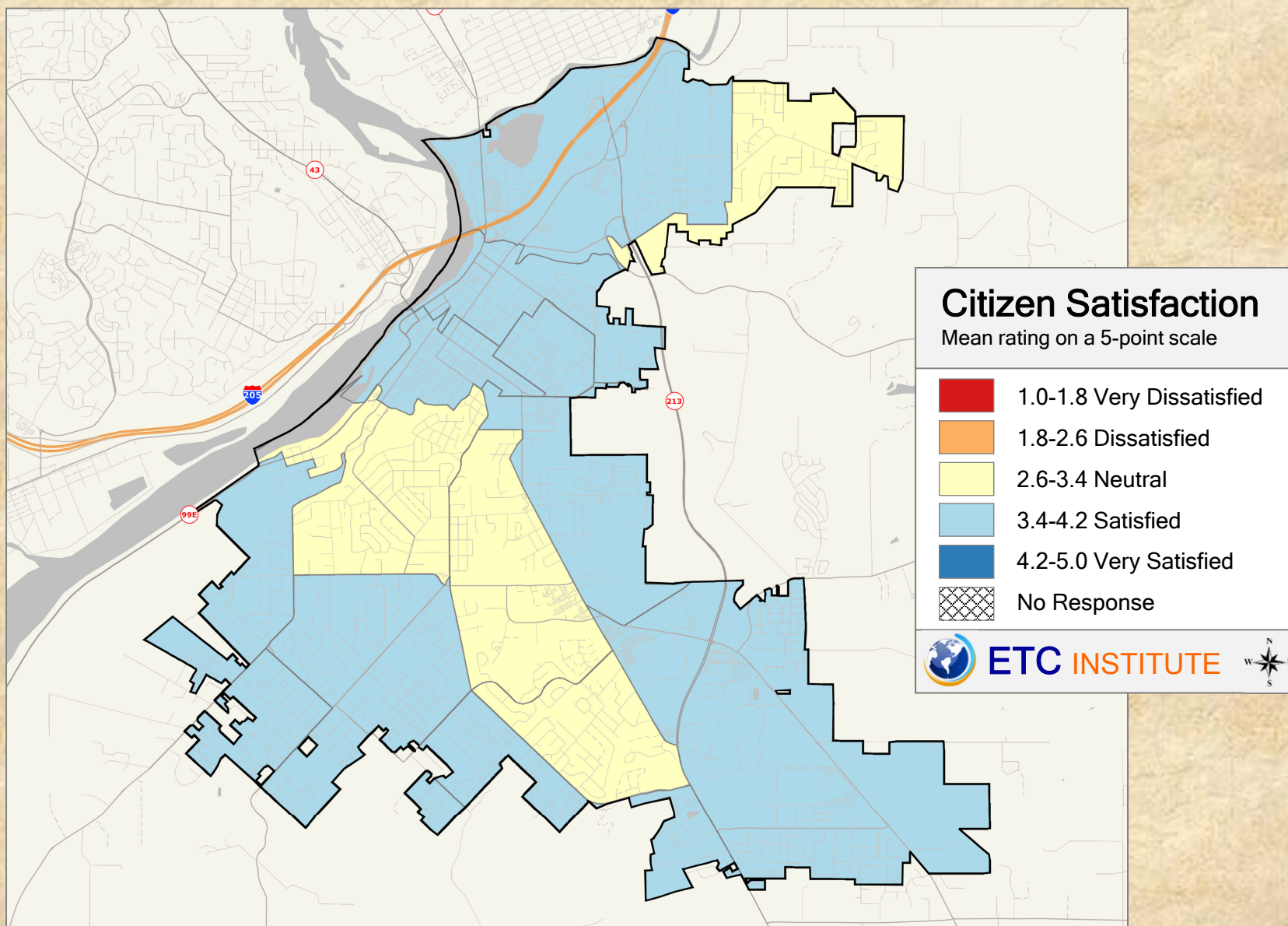
Q8. 07 Satisfaction With: Response to property crime



2018 City of Oregon City Community Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

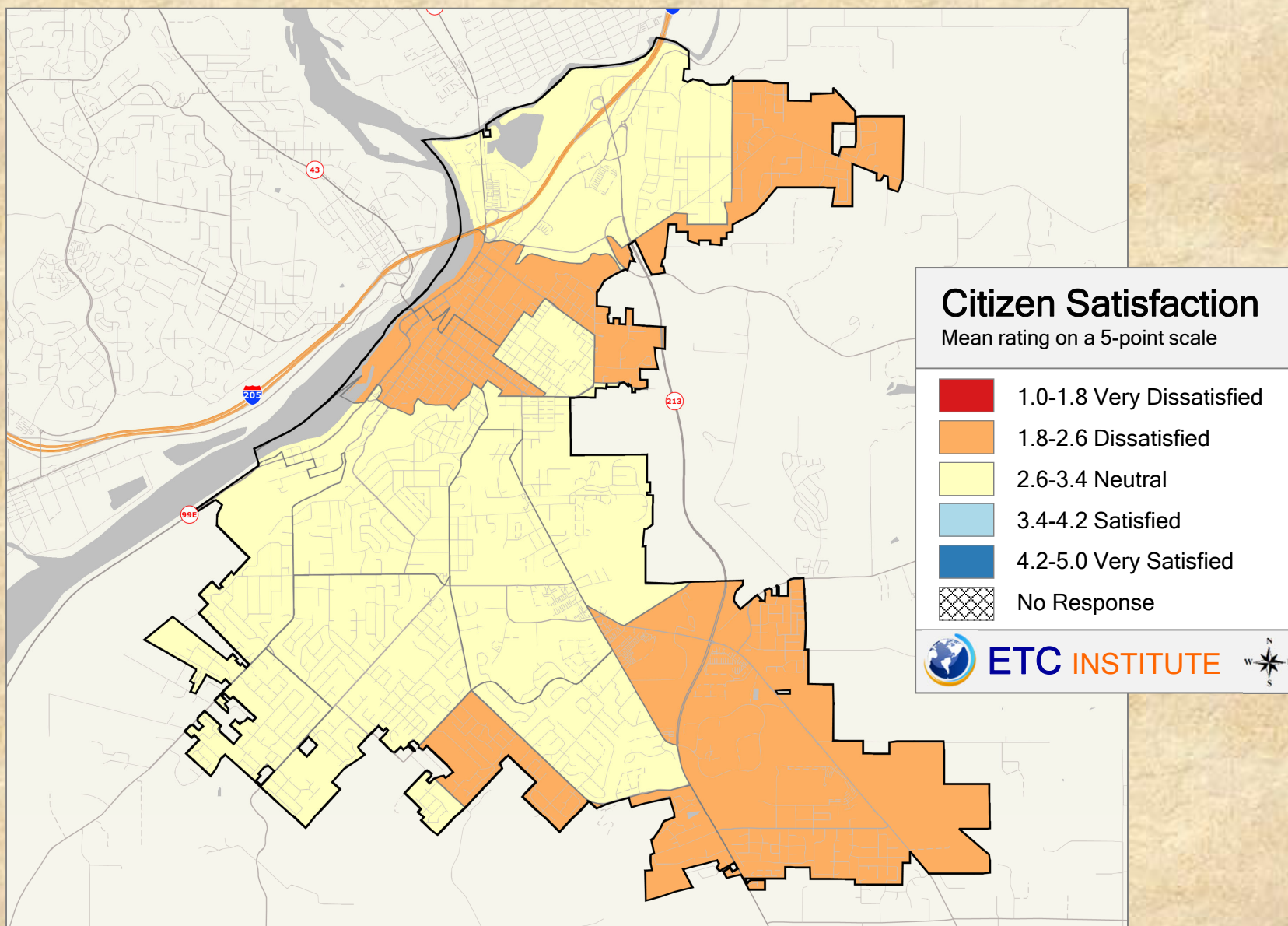
Q8. 08 Satisfaction With: Level of community outreach



2018 City of Oregon City Community Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

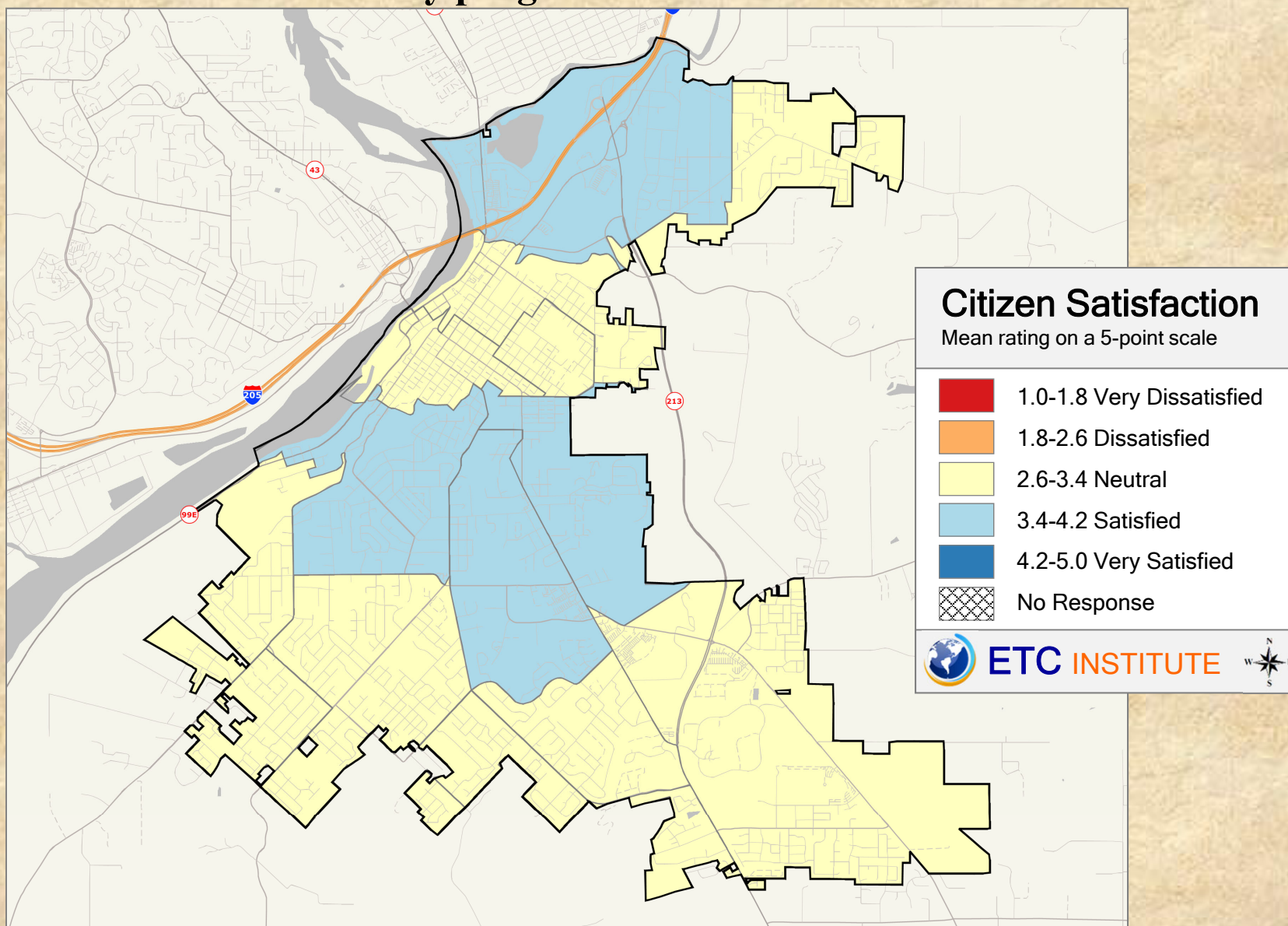
Q8. 09 Satisfaction With: Response to issues with transients



2018 City of Oregon City Community Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

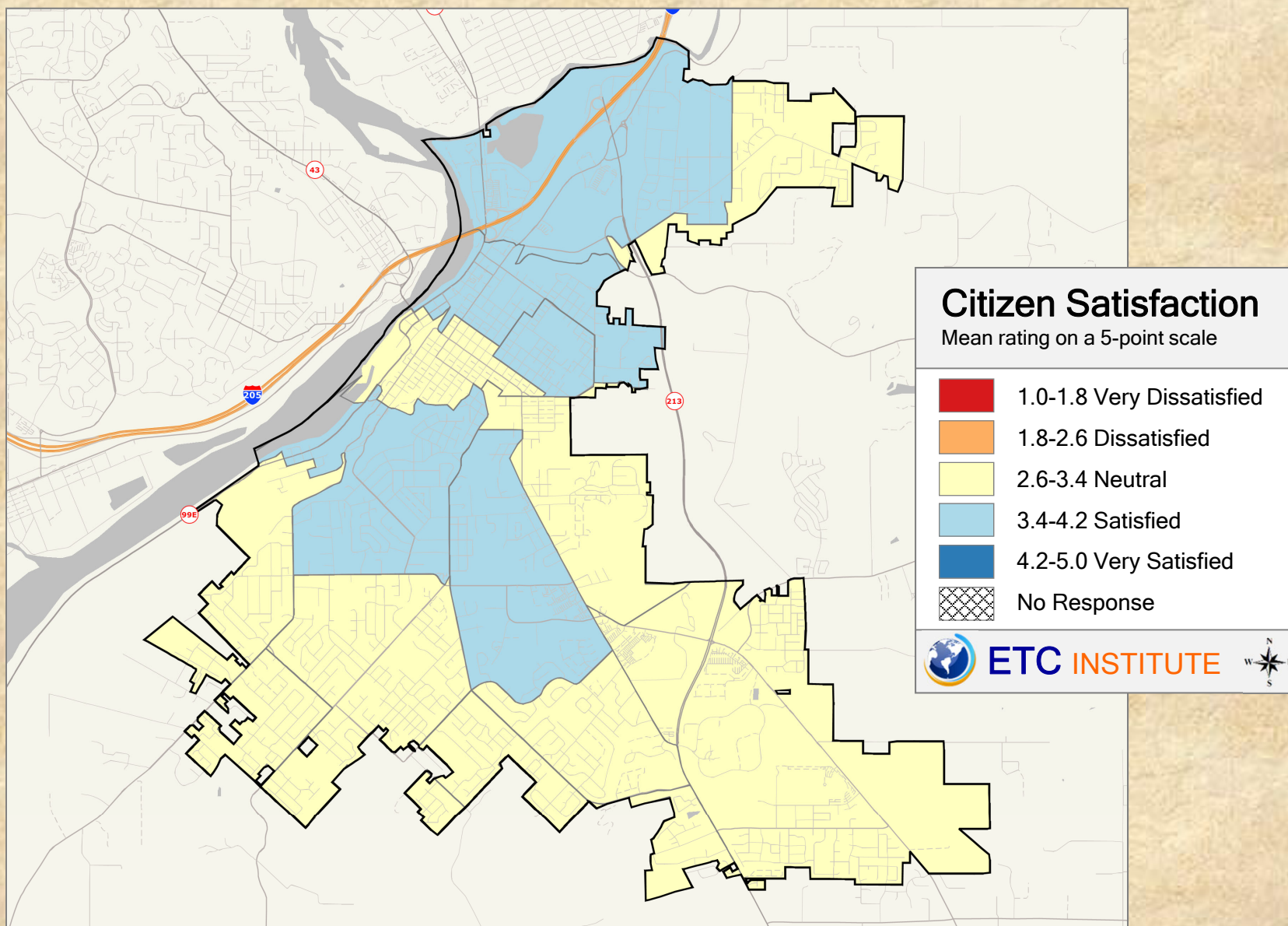
Q12. 01 Satisfaction With: The availability of information about city programs and services



2018 City of Oregon City Community Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

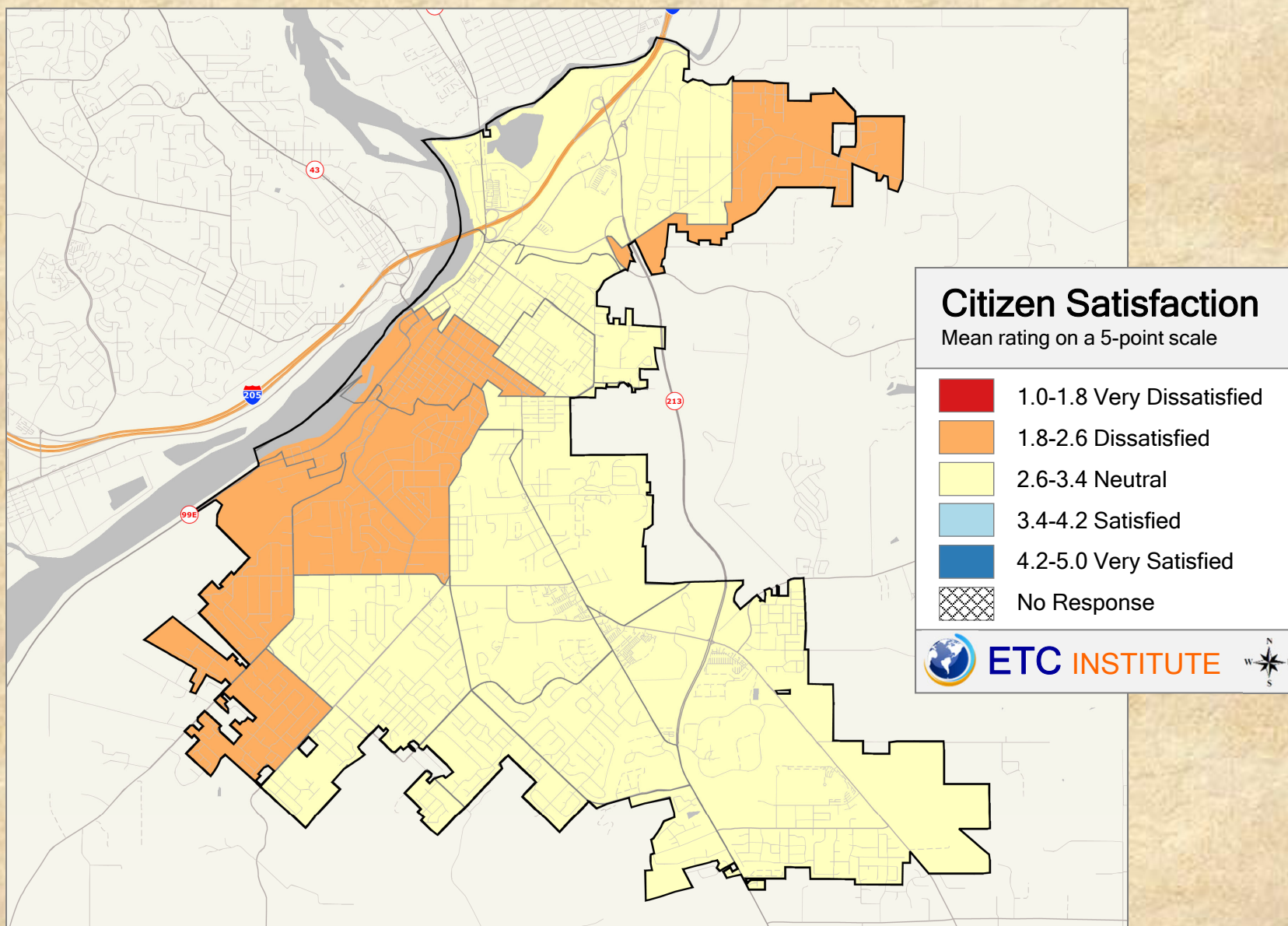
Q12. 02 Satisfaction With: Overall quality of the city's website



2018 City of Oregon City Community Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

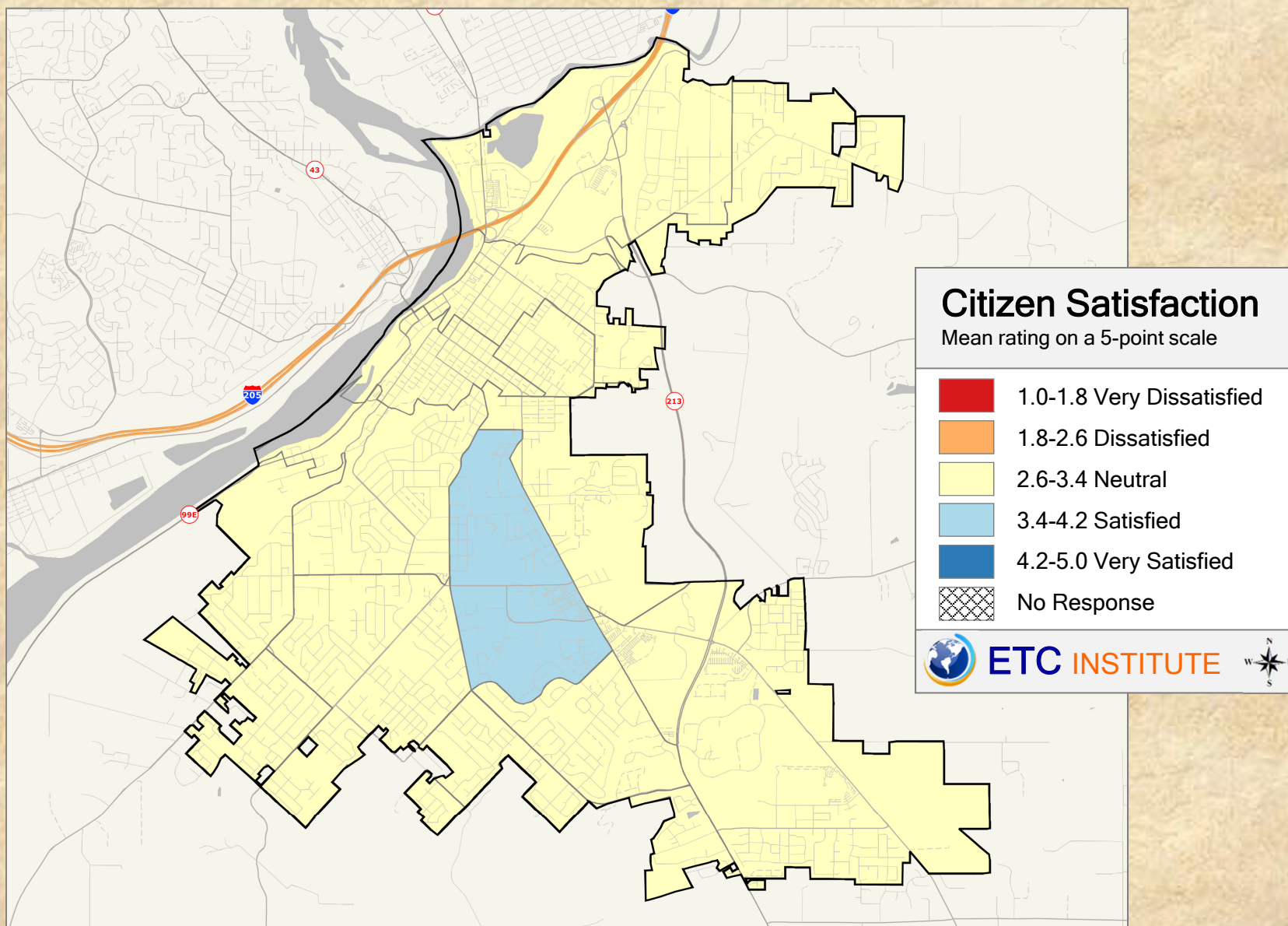
Q12. 03 Satisfaction With: The level of public involvement in decision making



2018 City of Oregon City Community Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

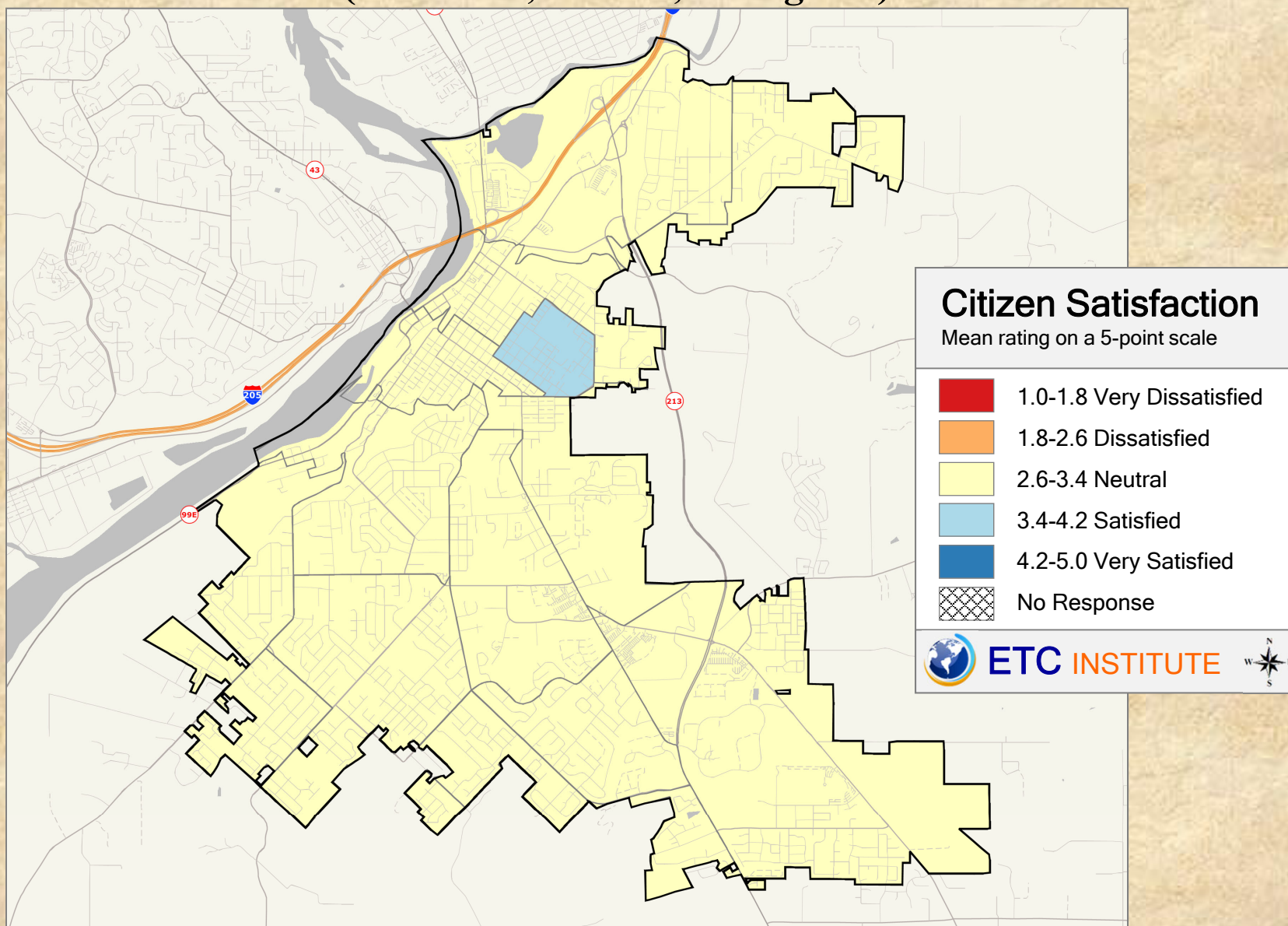
Q12. 04 Satisfaction With: Timeliness of information provided by the city



2018 City of Oregon City Community Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

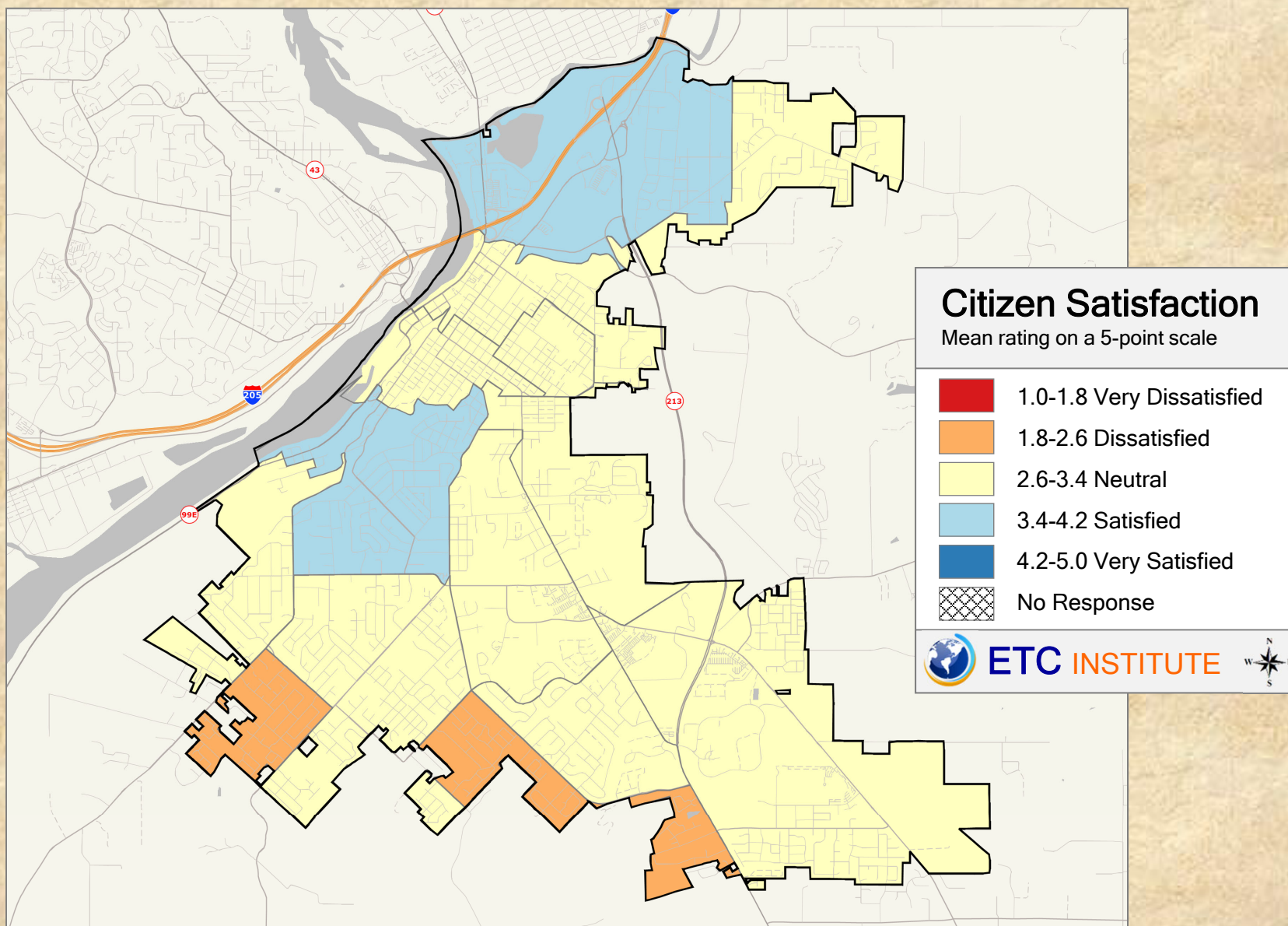
Q12. 05 Satisfaction With: The quality of content on social media (Facebook, Twitter, Instagram)



2018 City of Oregon City Community Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

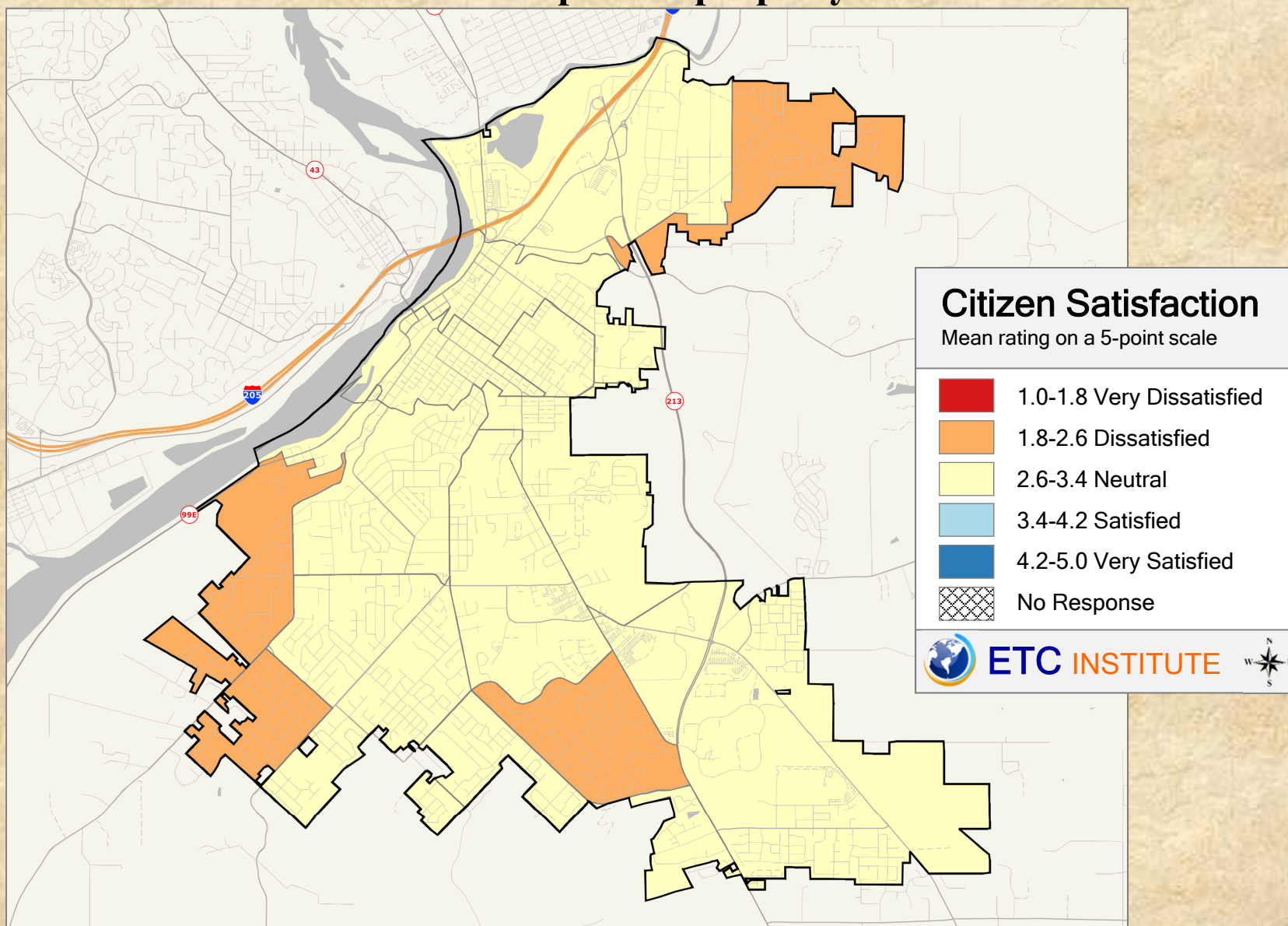
Q12. 06 Satisfaction With: City's mobile app (GO request)



2018 City of Oregon City Community Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

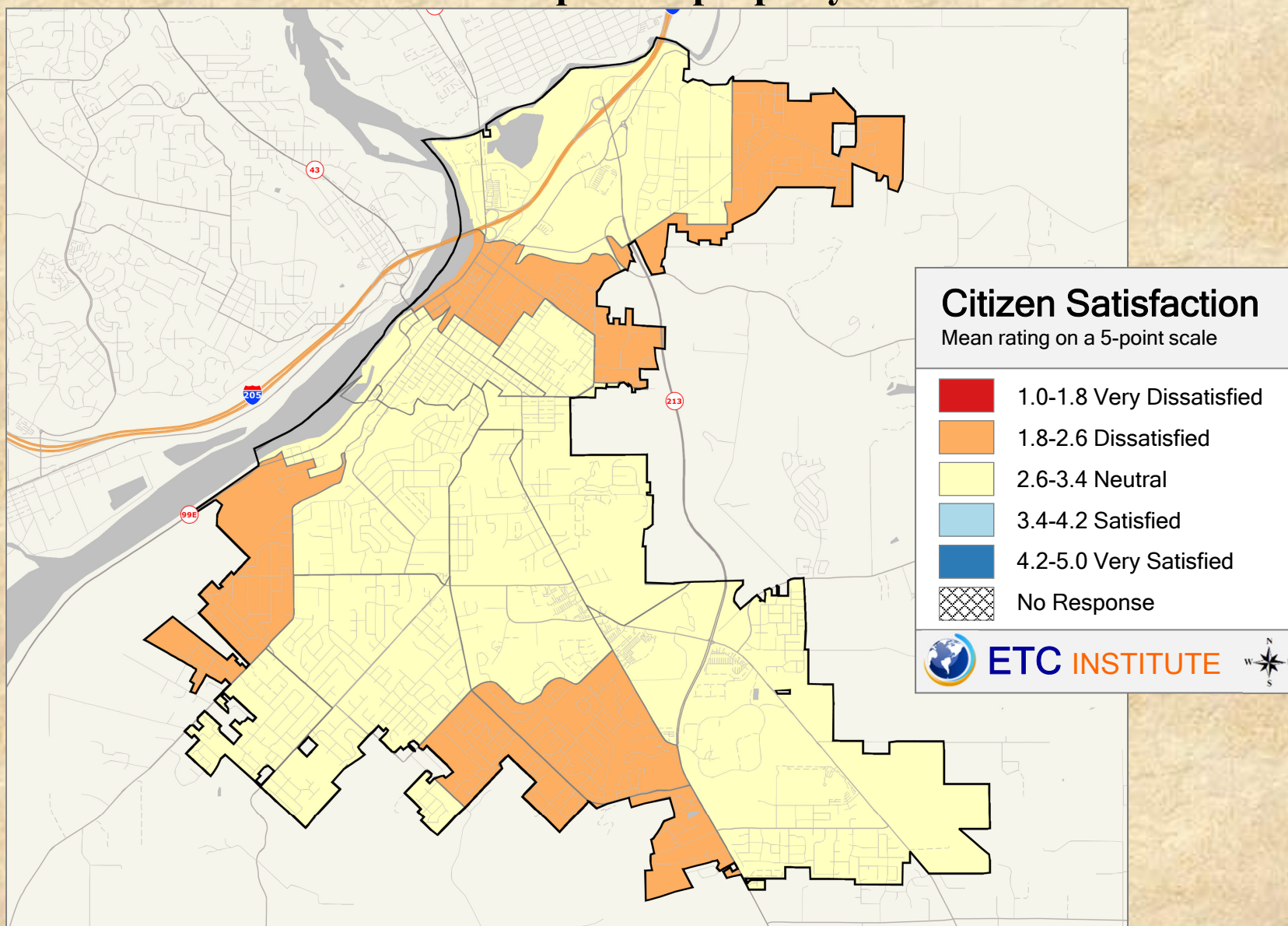
Q13. 01 Satisfaction With: Enforcing the cleanup of litter and debris on private property



2018 City of Oregon City Community Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

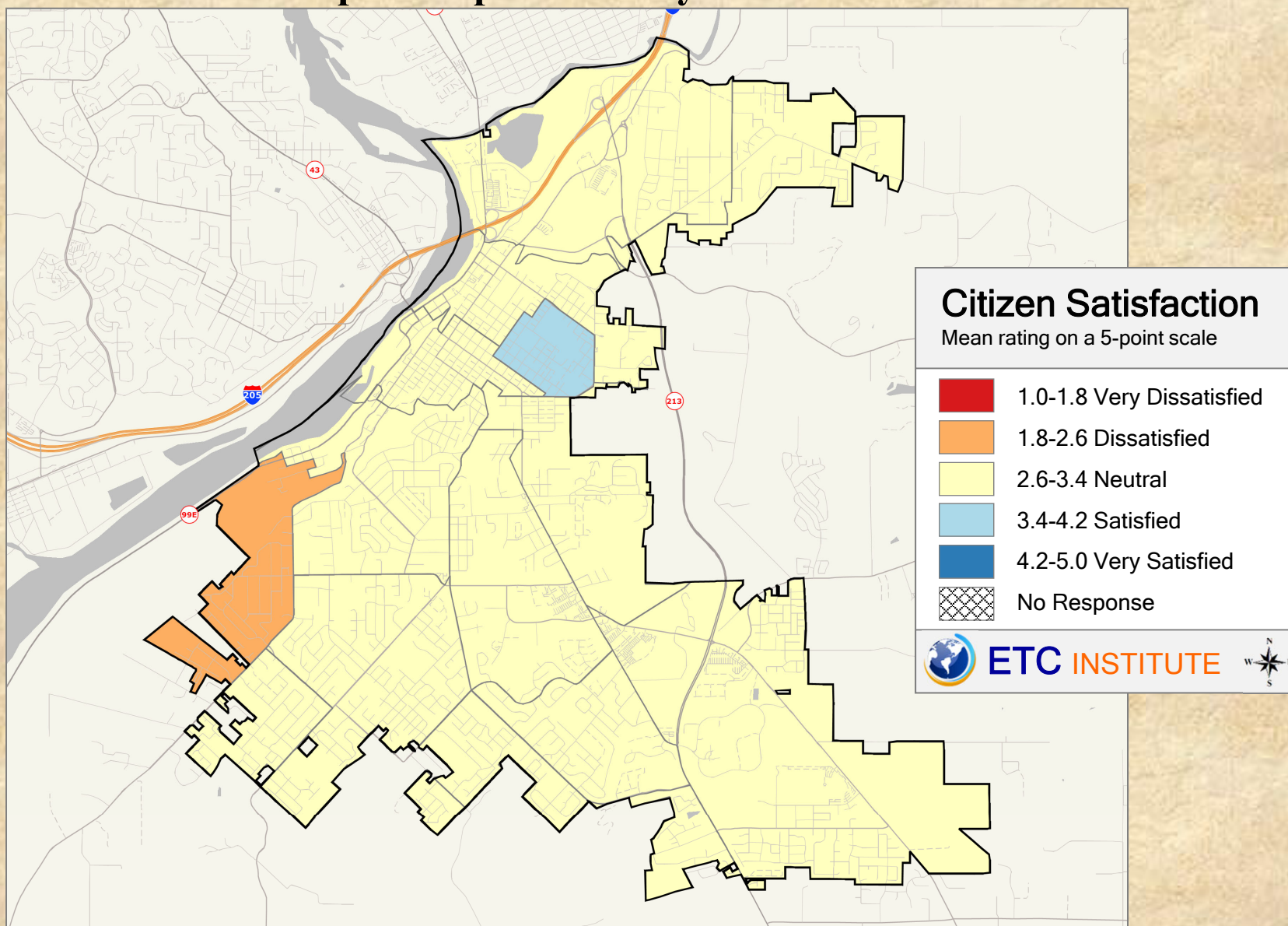
Q13. 02 Satisfaction With: Enforcing the mowing/trimming of grass and weeds on private property



2018 City of Oregon City Community Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

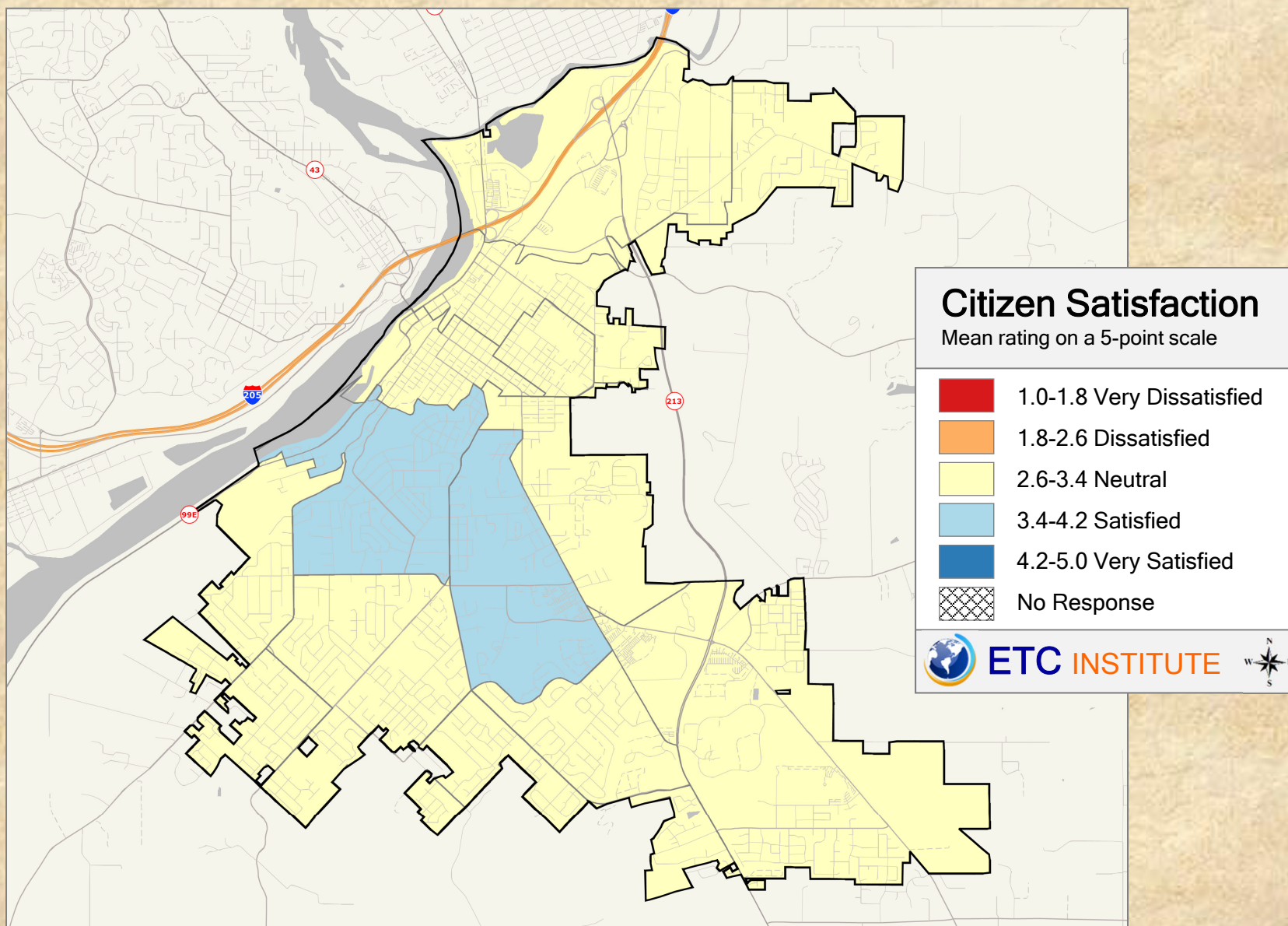
Q13. 03 Satisfaction With: Enforcing codes designed to protect public safety and health



2018 City of Oregon City Community Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

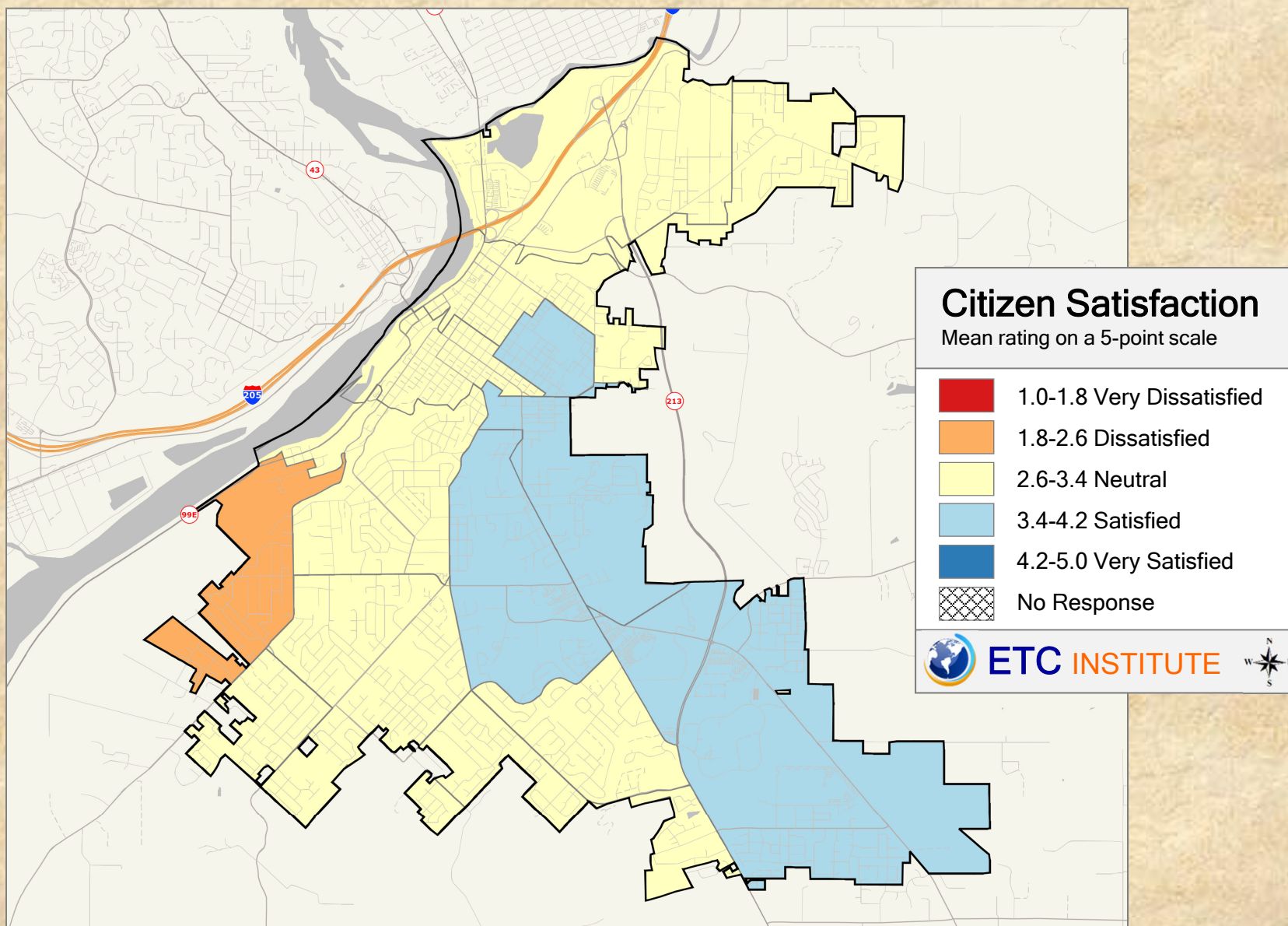
Q13. 04 Satisfaction With: Enforcing sign regulation



2018 City of Oregon City Community Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

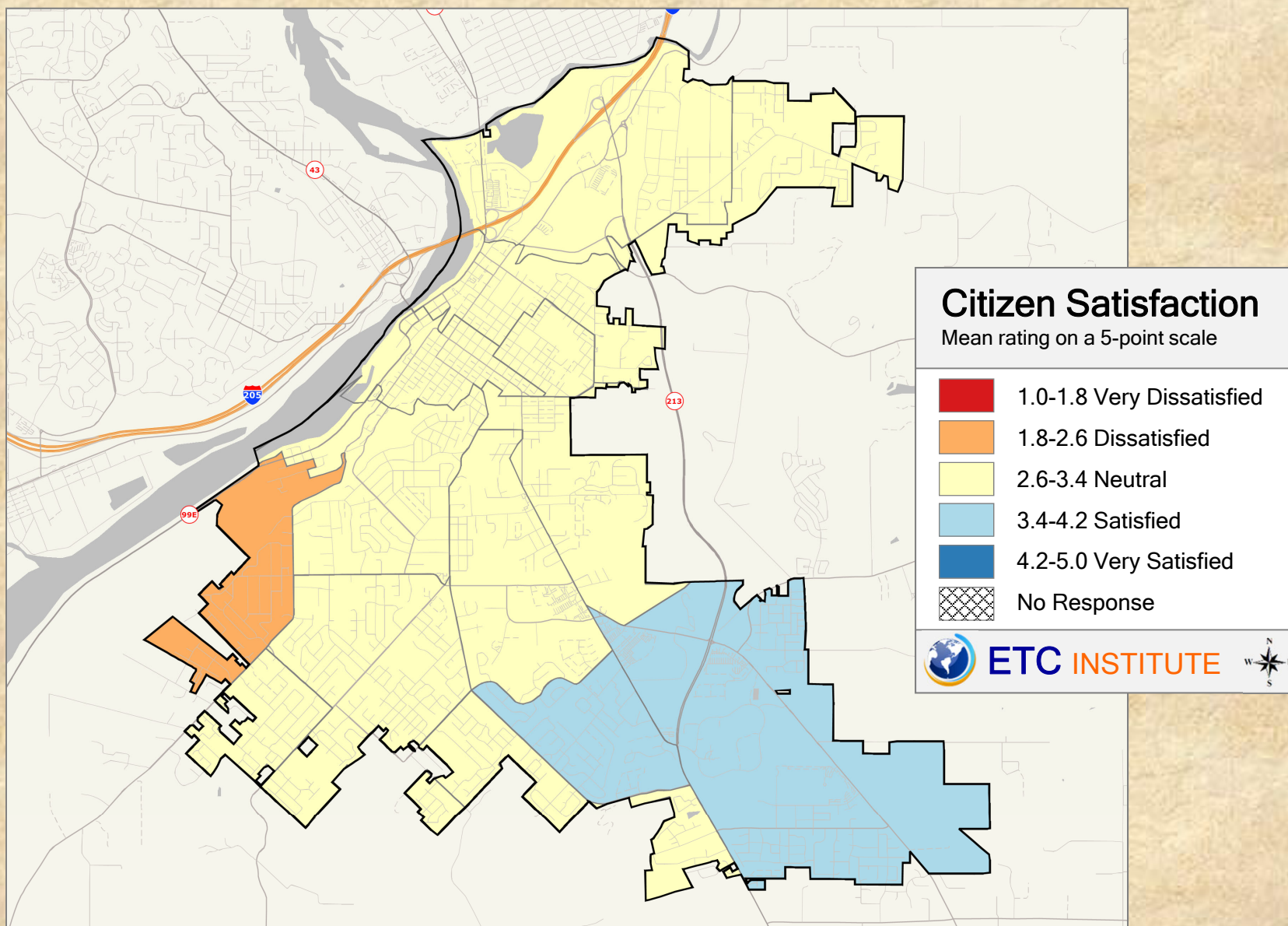
Q15. 01 Satisfaction With: Maintenance of major city streets



2018 City of Oregon City Community Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

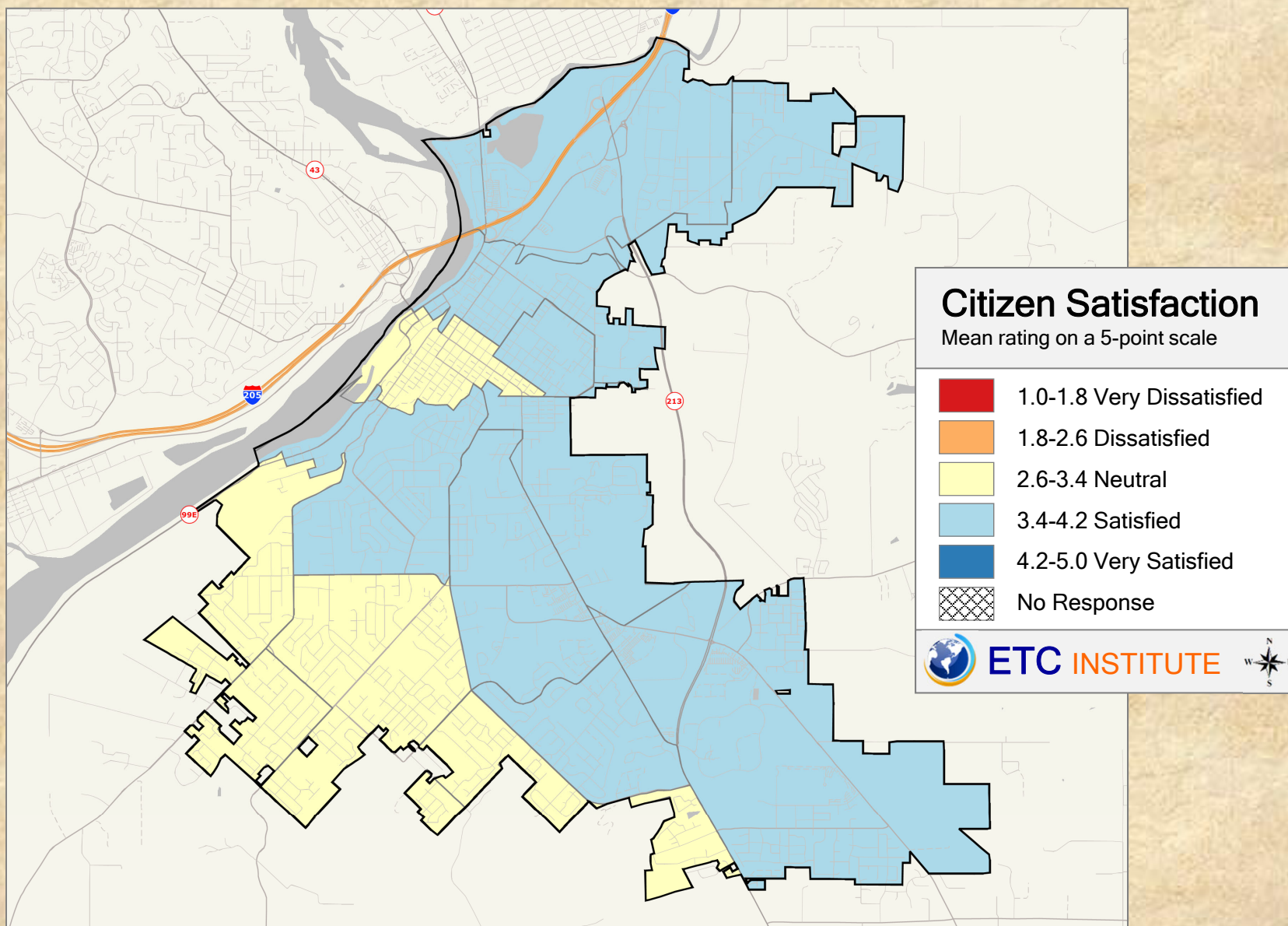
Q15. 02 Satisfaction With: Maintenance of streets in your neighborhood



2018 City of Oregon City Community Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

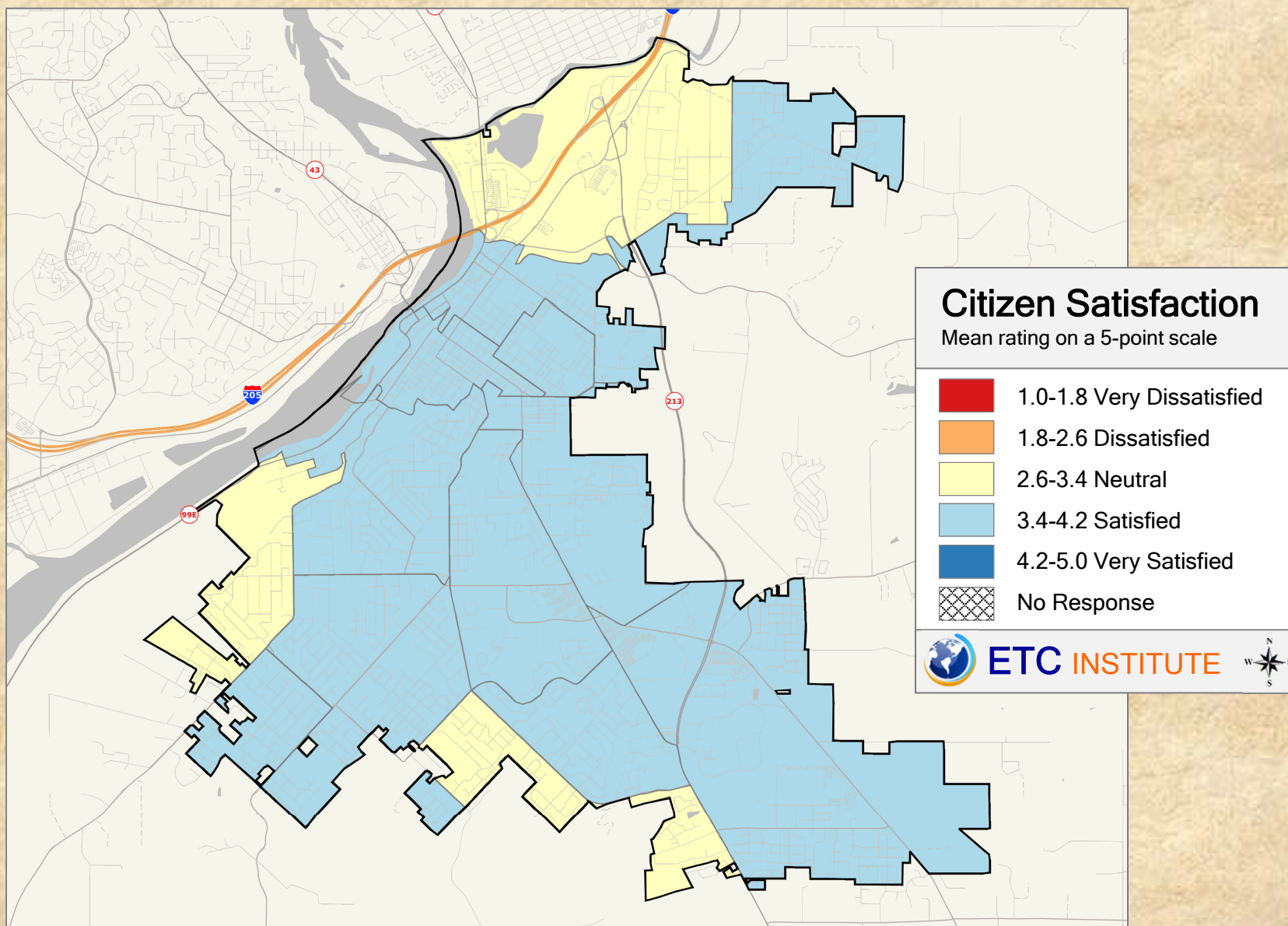
Q15. 03 Satisfaction With: Snow and ice response on major city streets



2018 City of Oregon City Community Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

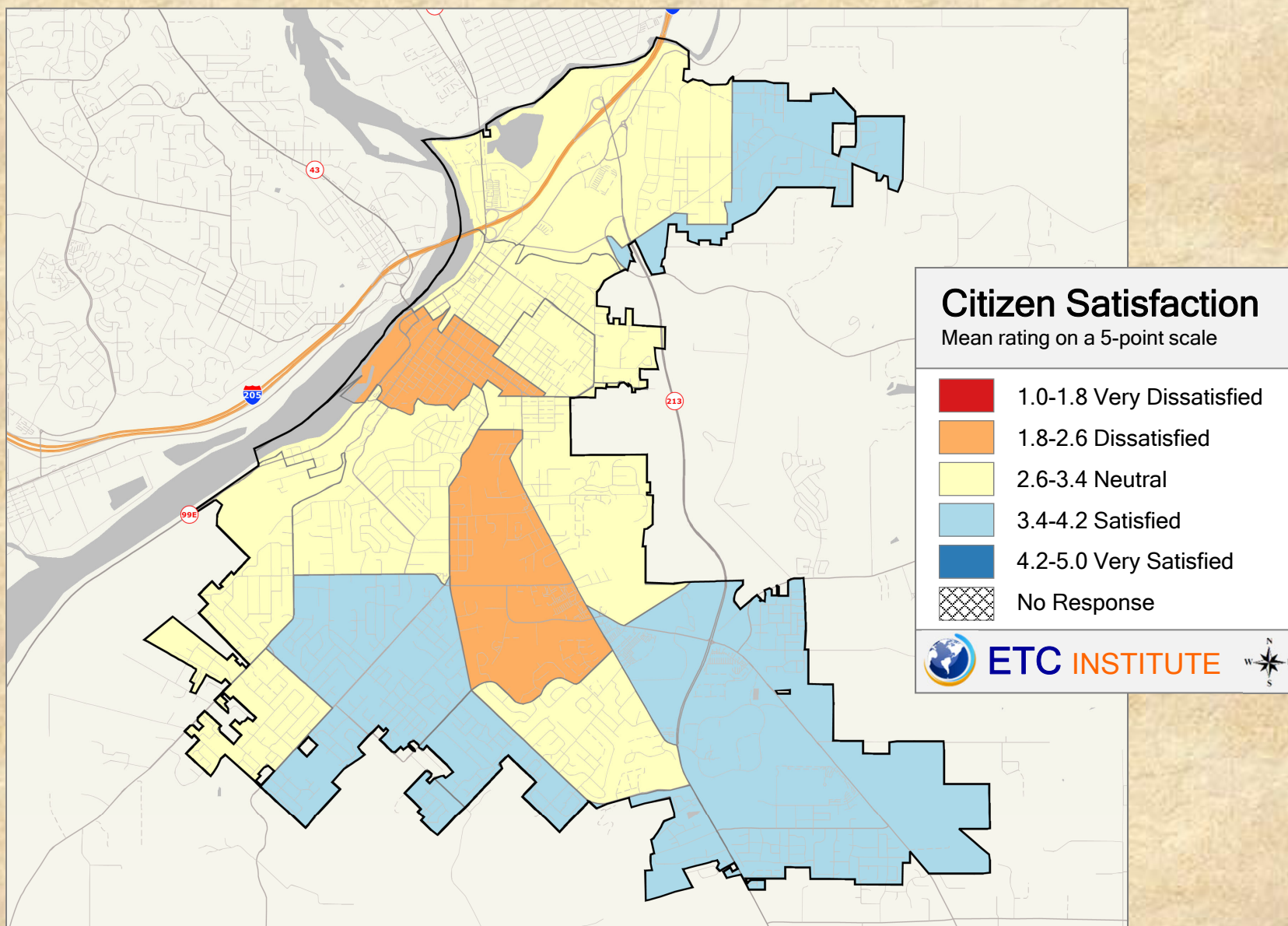
Q15. 04 Satisfaction With: Adequacy of city street lighting in your neighborhood



2018 City of Oregon City Community Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

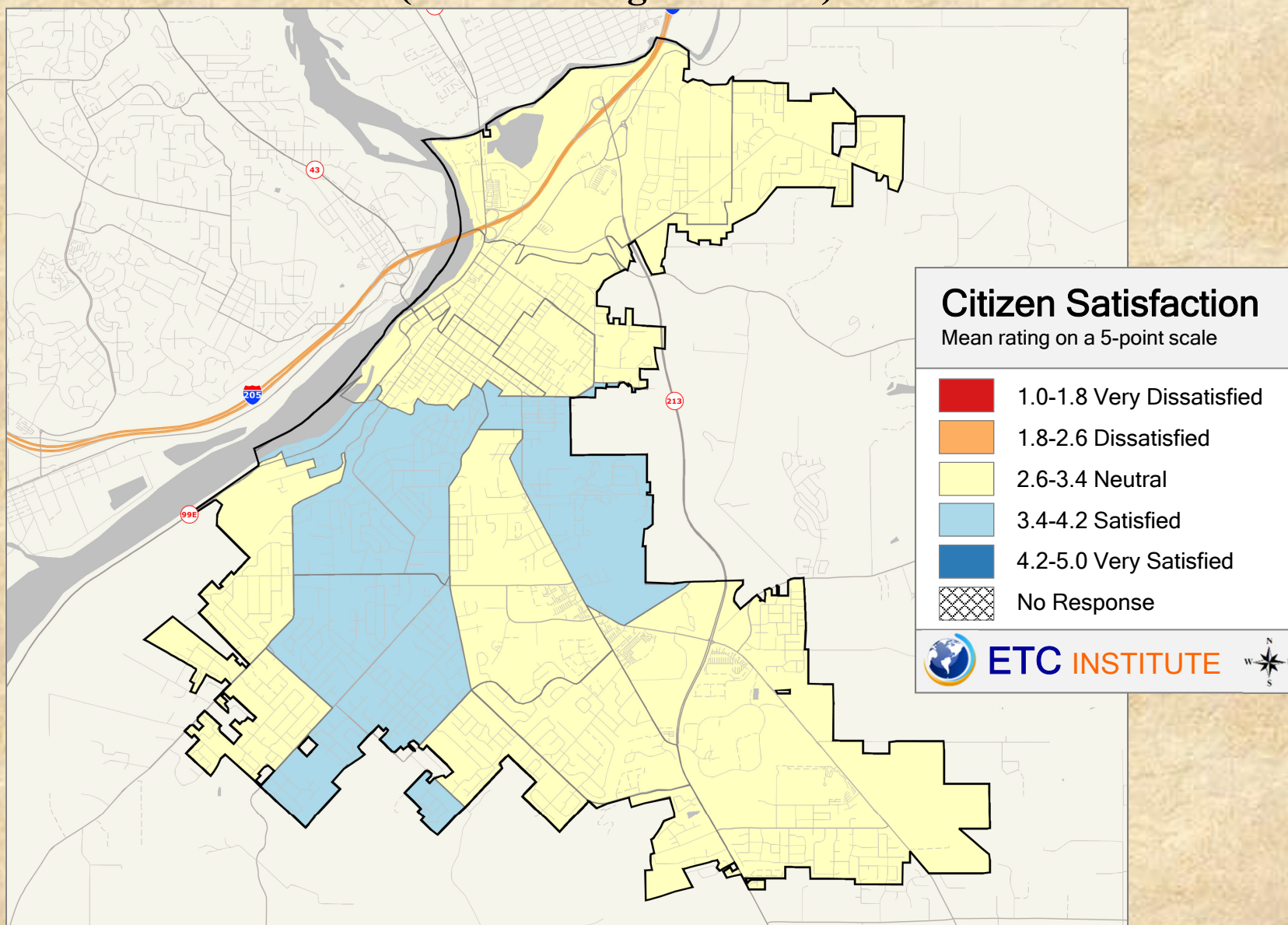
Q15. 05 Satisfaction With: Condition of sidewalks in your neighborhood



2018 City of Oregon City Community Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

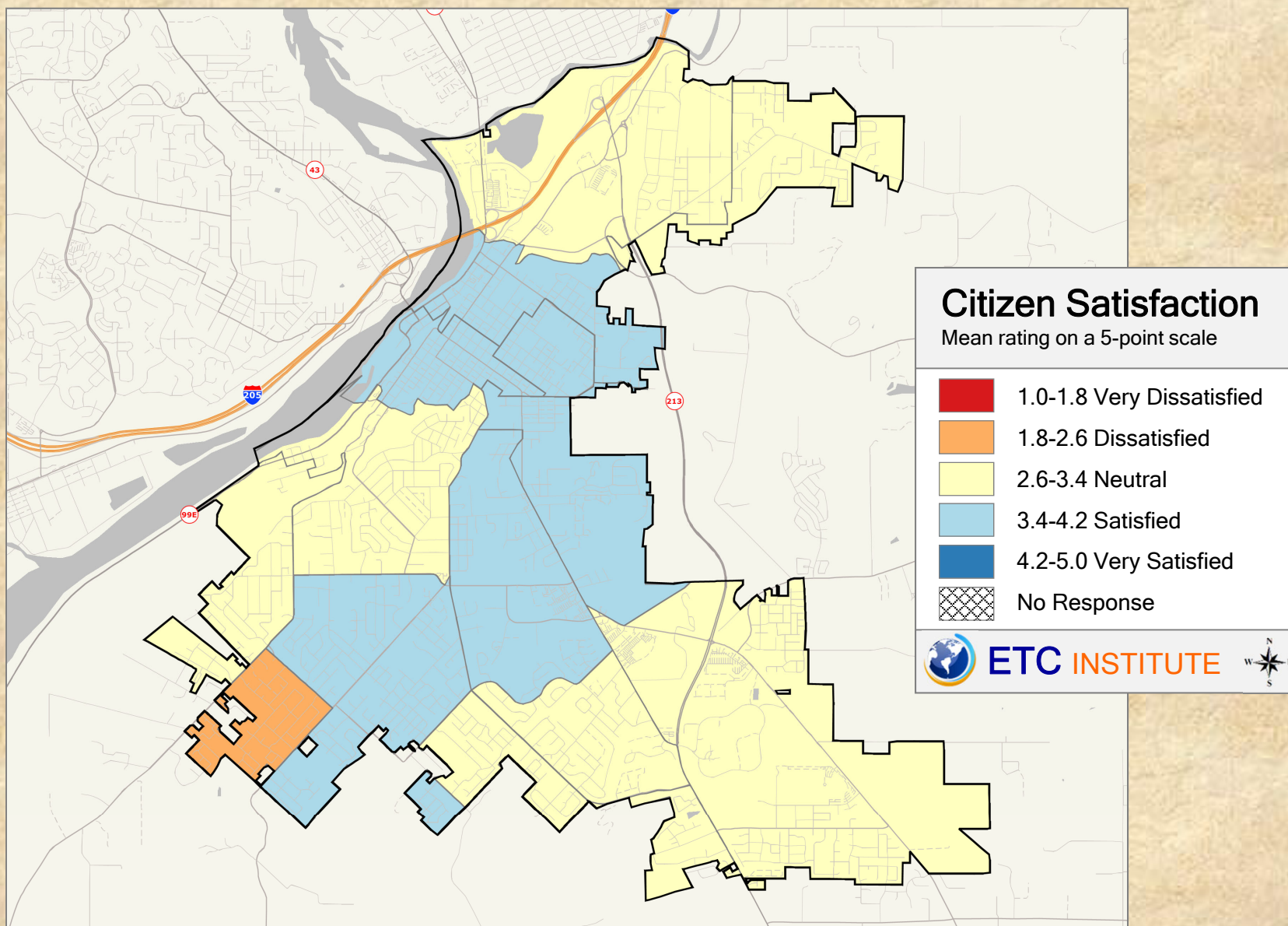
Q15. 06 Satisfaction With: On-street bicycle infrastructure (bike lanes/signs/arrows)



2018 City of Oregon City Community Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

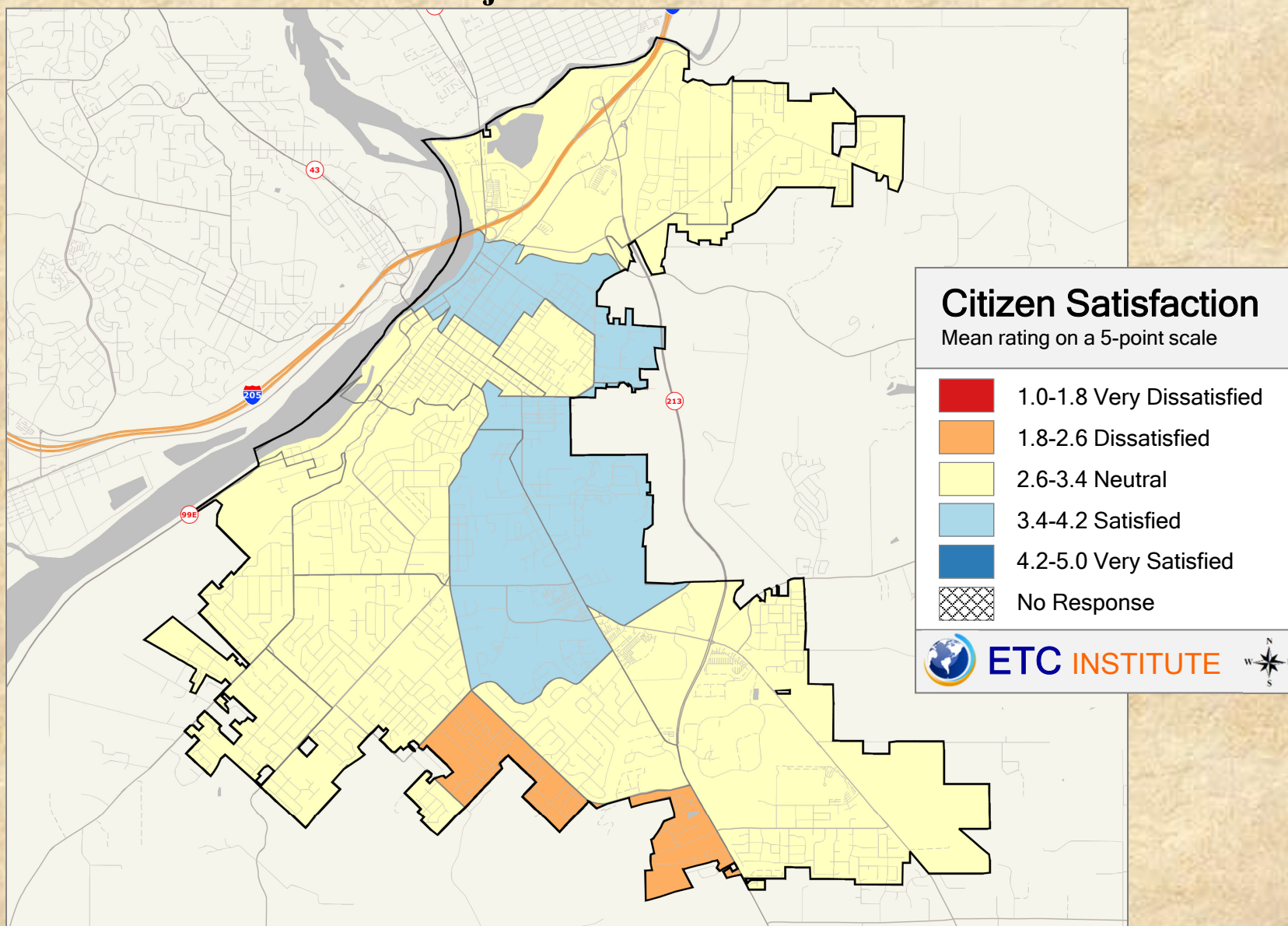
Q15. 07 Satisfaction With: Accessibility of public transportation options



2018 City of Oregon City Community Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

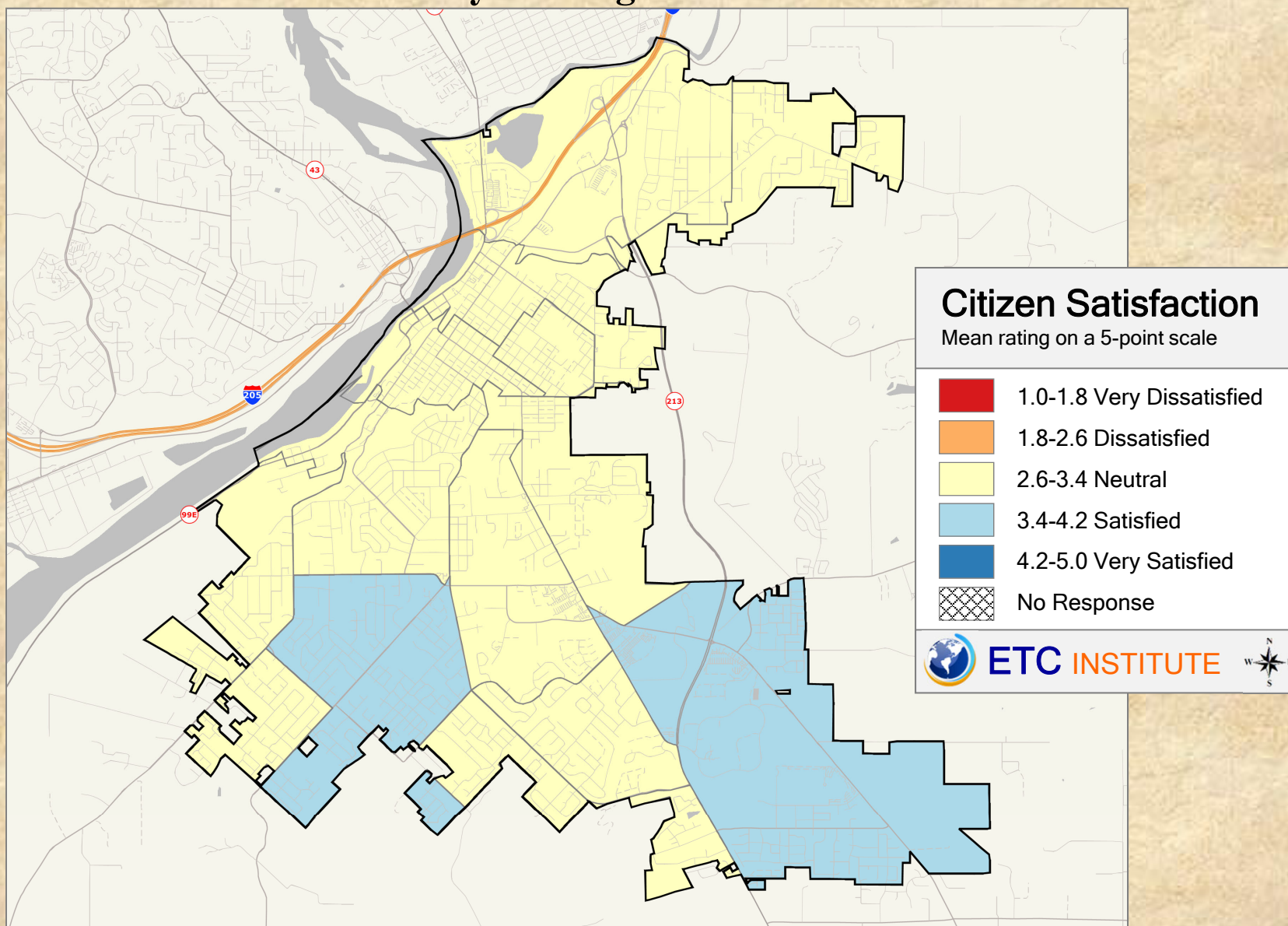
Q15. 08 Satisfaction With: Availability of safe pedestrian ways on major streets and routes



2018 City of Oregon City Community Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

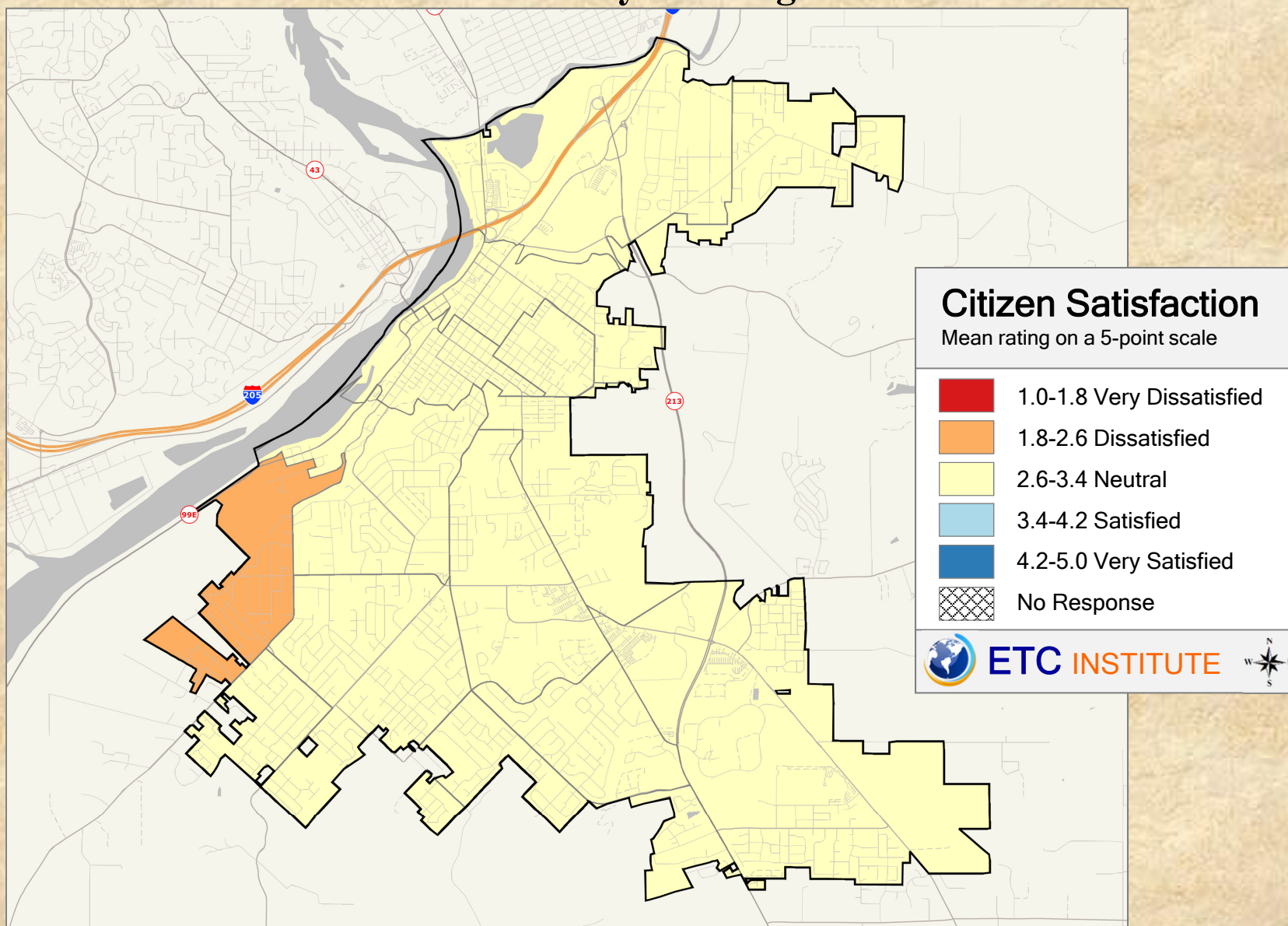
Q15. 09 Satisfaction With: Availability of safe pedestrian ways in your neighborhood



2018 City of Oregon City Community Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

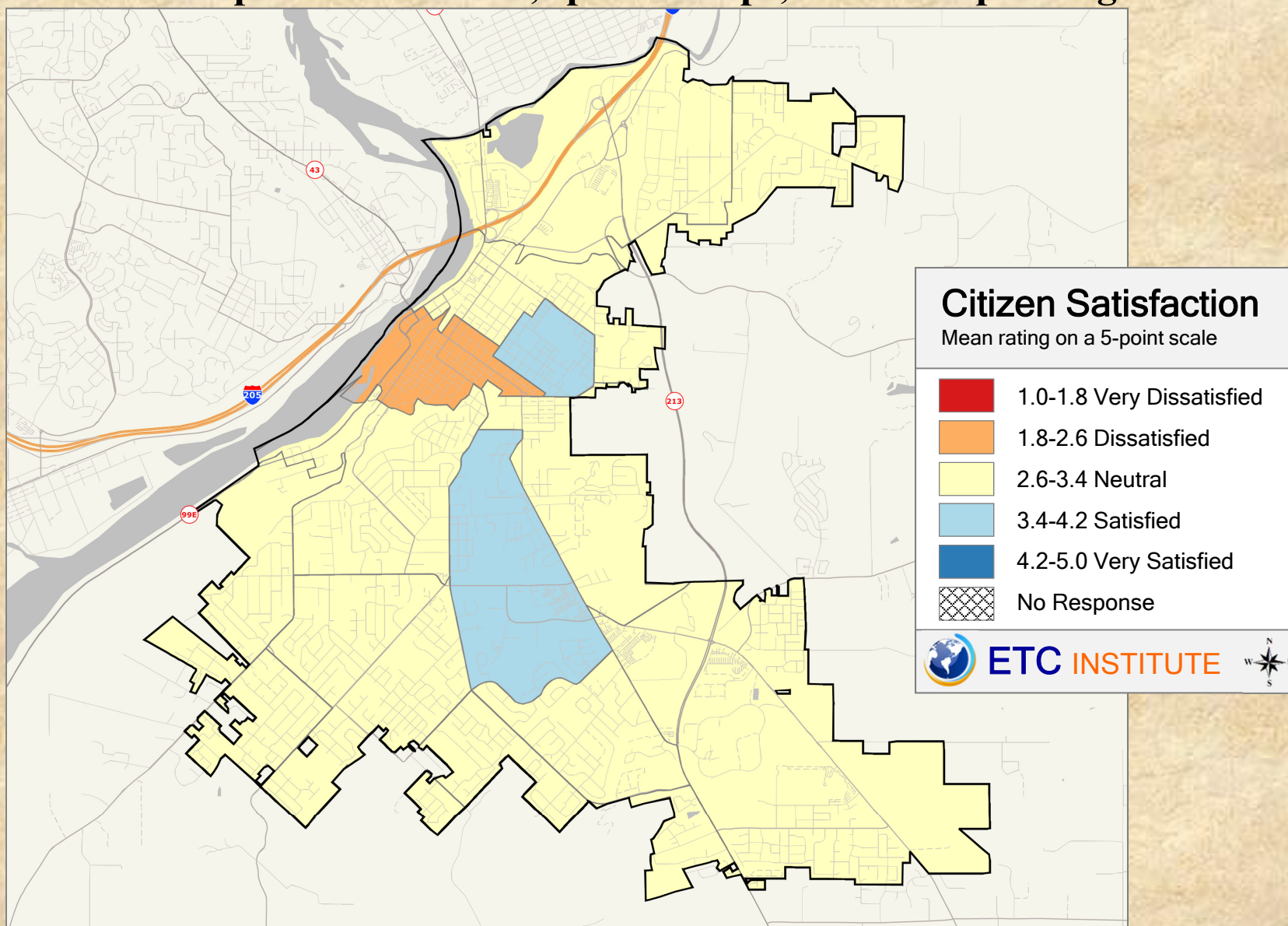
Q15. 10 Satisfaction With: Quality of sidewalks for people with mobility challenges



2018 City of Oregon City Community Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

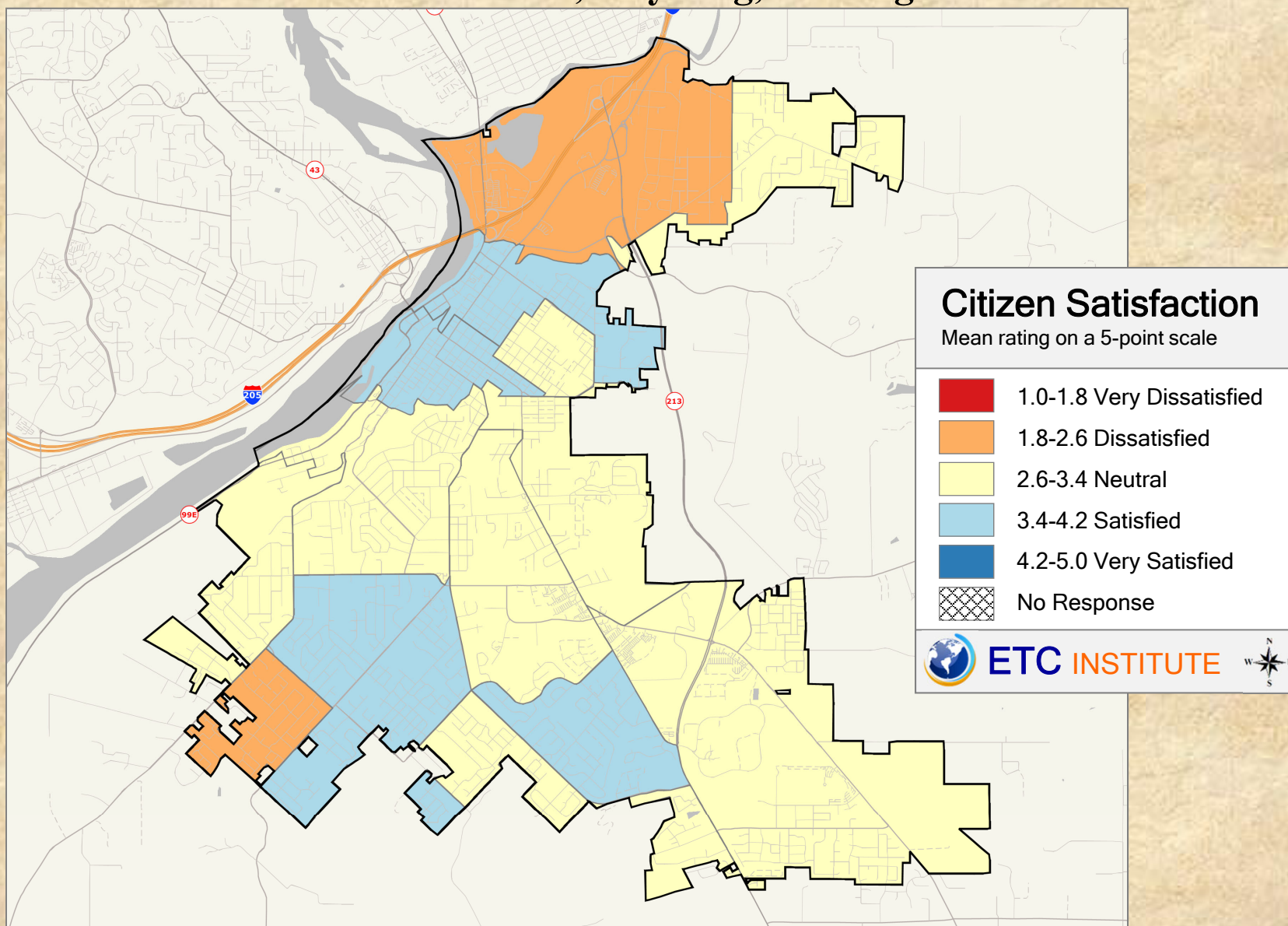
Q15. 11 Satisfaction With: Traffic calming measures in your neighborhood, for example traffic circles, speed humps, or radar speed signs



2018 City of Oregon City Community Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

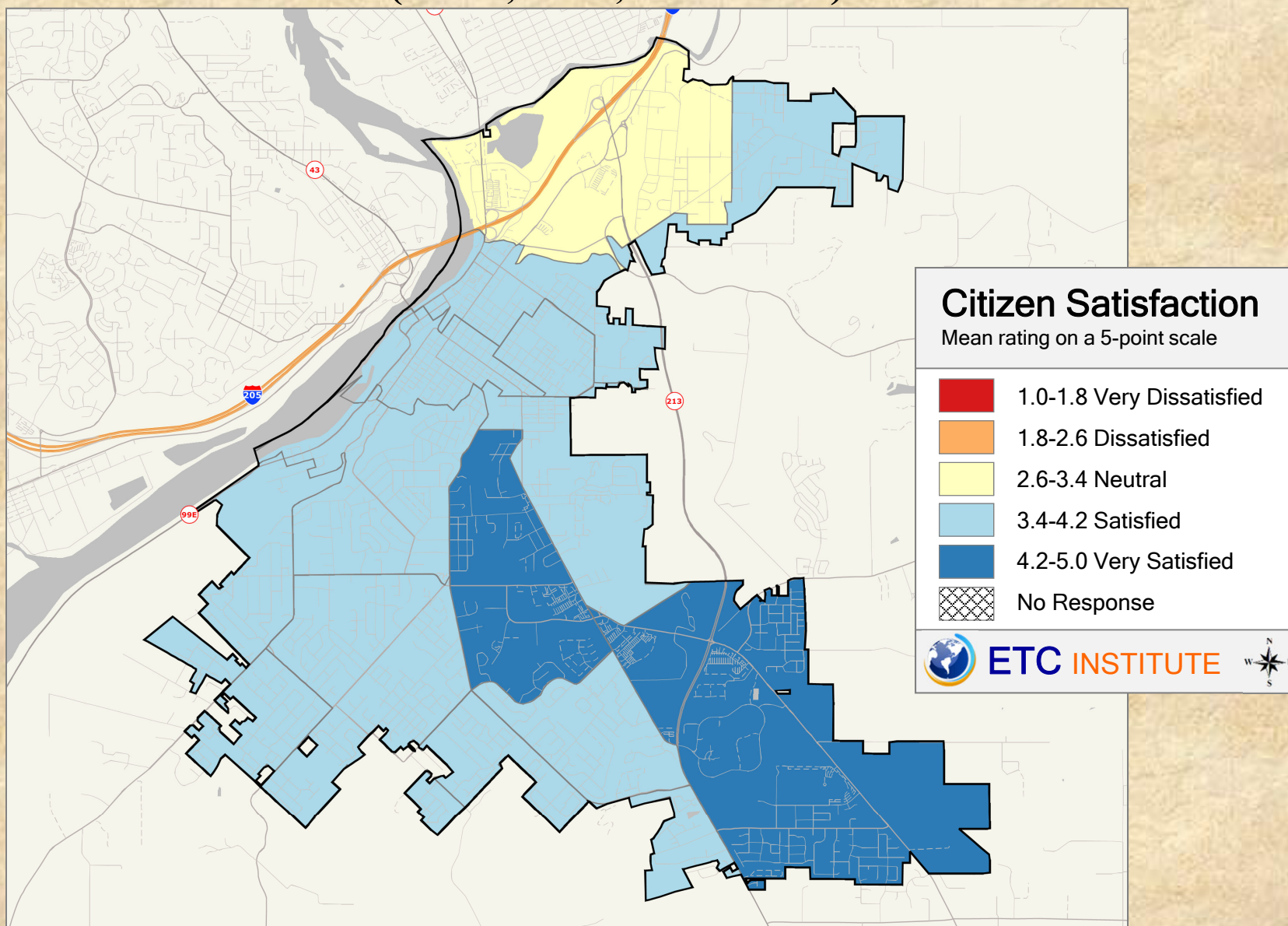
Q15. 12 Satisfaction With: Alternative means of transportation such as transit, bicycling, walking



2018 City of Oregon City Community Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

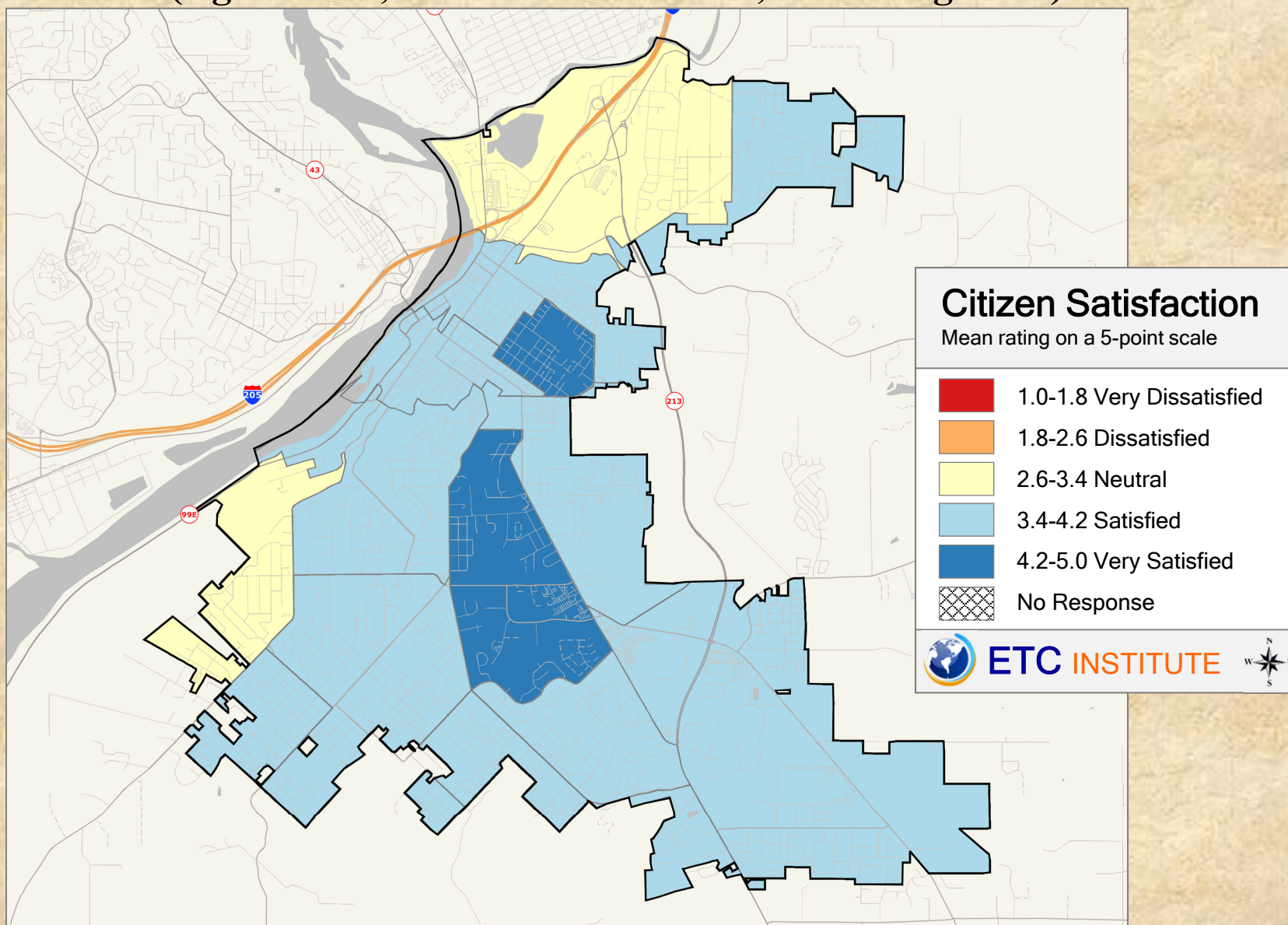
Q17. 01 Satisfaction With: Selection of physical resources available (books, CD's, and DVD's)



2018 City of Oregon City Community Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

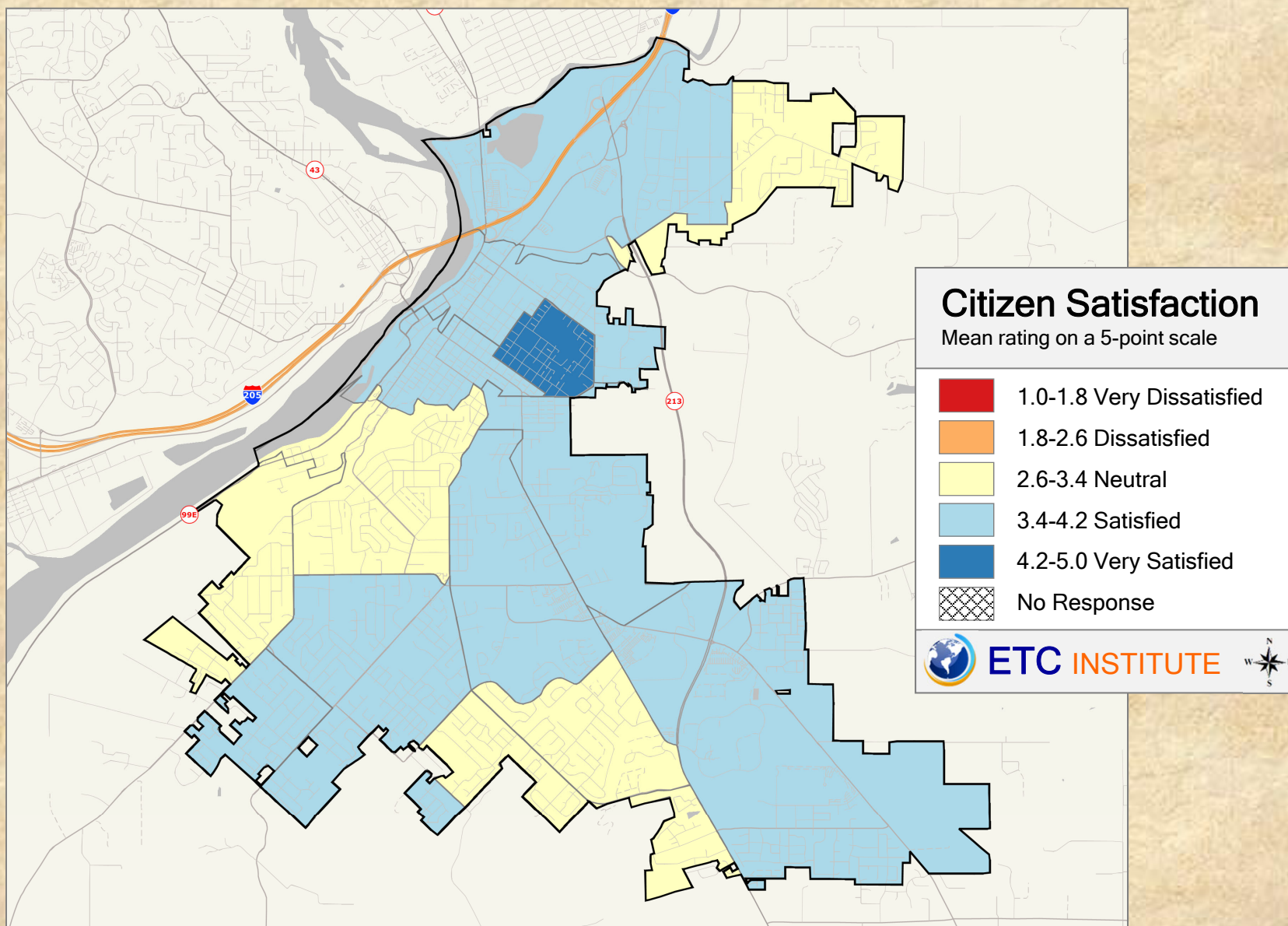
Q17. 02 Satisfaction With: Selection of digital resources available online (e.g. eBooks, downloadable audio, streaming films)



2018 City of Oregon City Community Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

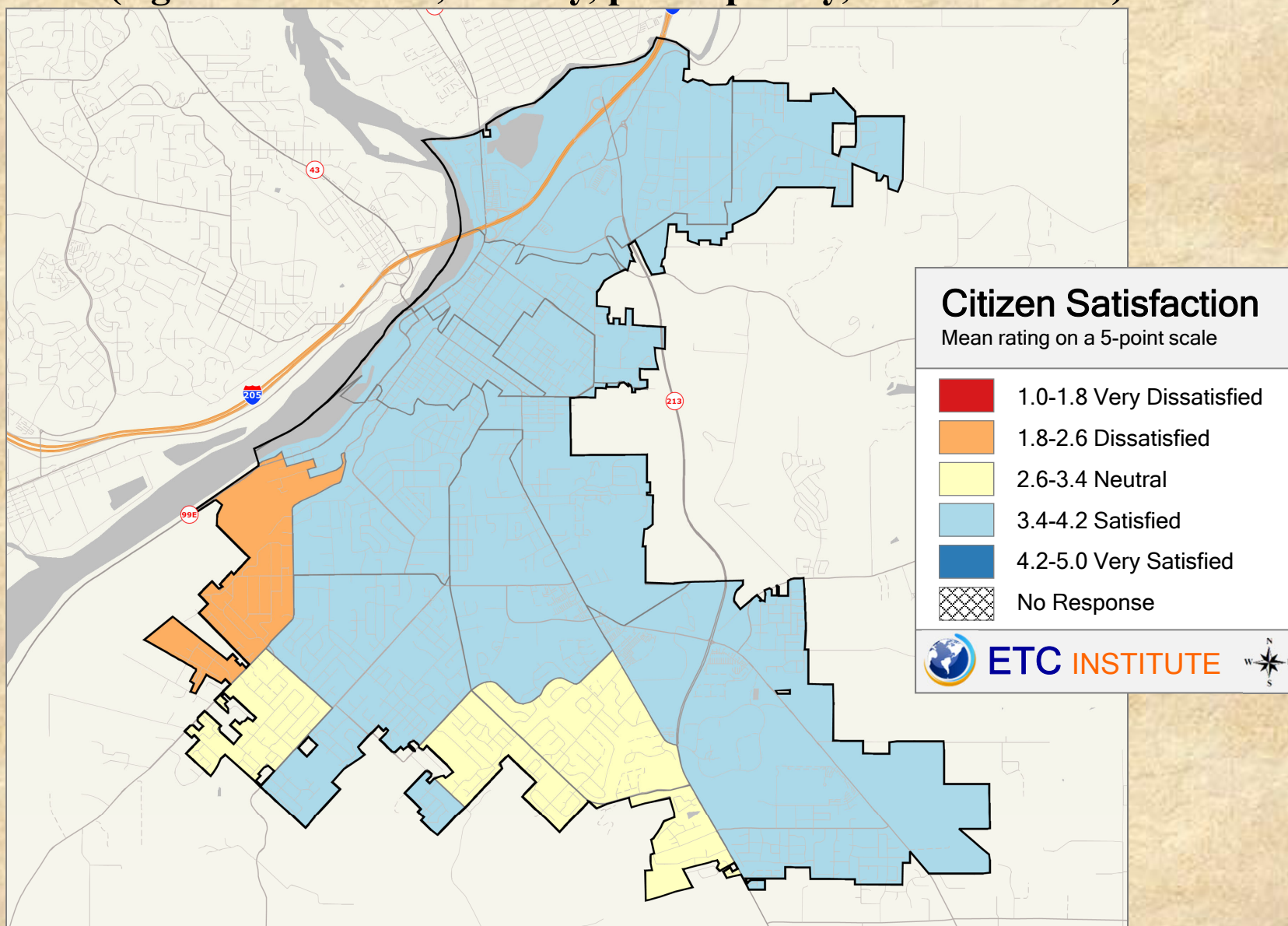
Q17. 03 Satisfaction With: Events for seniors



2018 City of Oregon City Community Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

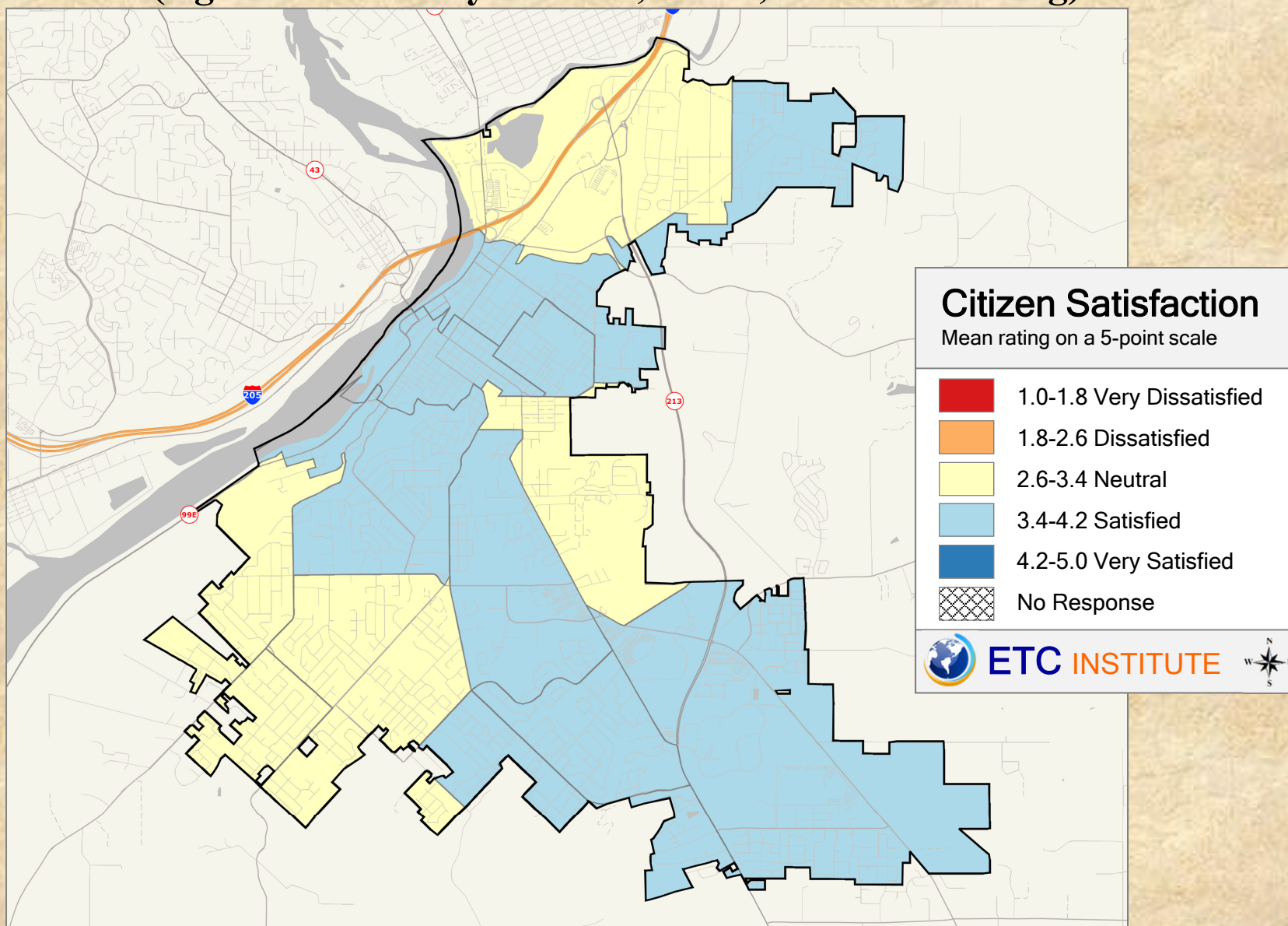
Q17. 04 Satisfaction With: Events for adults (e.g. informational, literary, participatory, entertainment)



2018 City of Oregon City Community Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

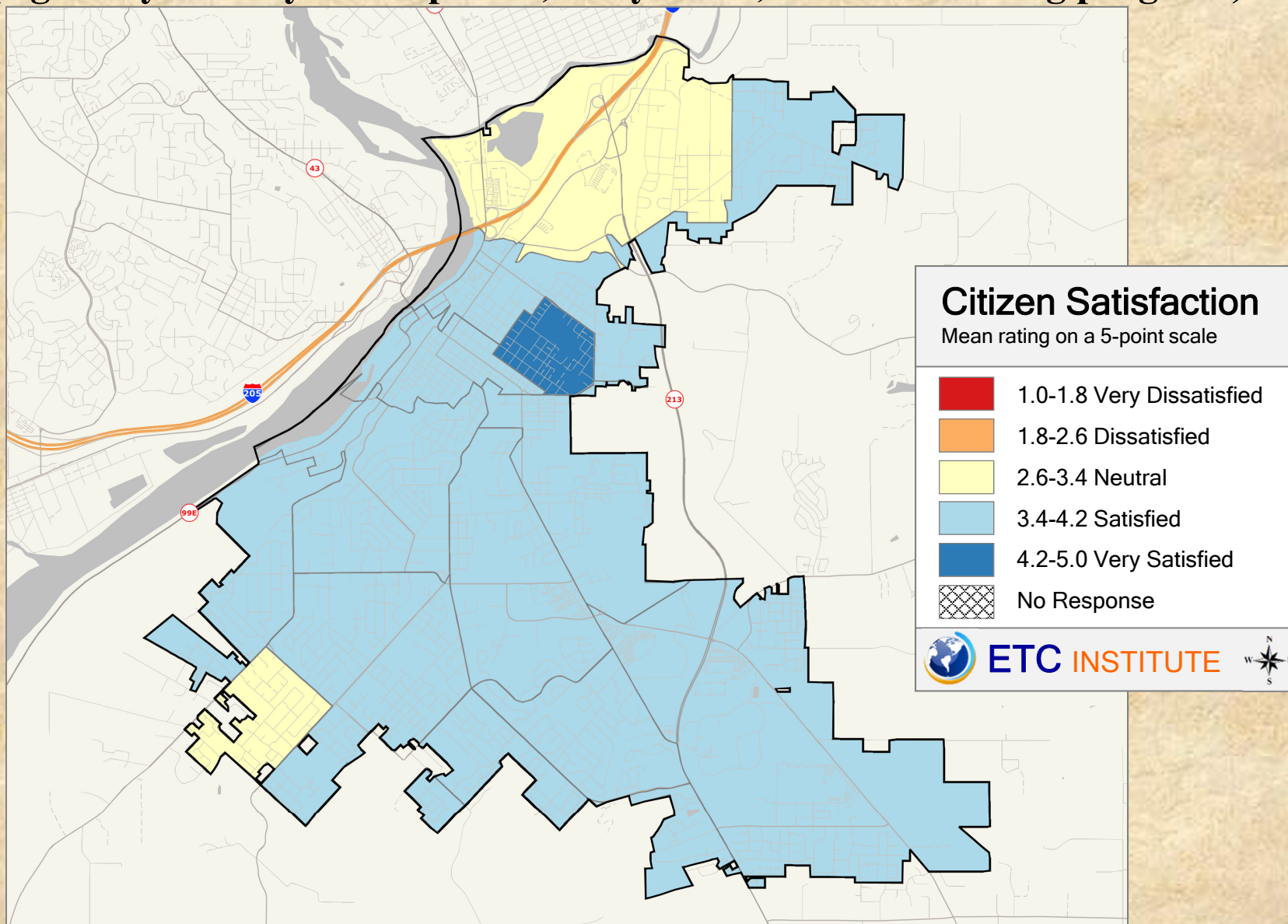
Q17. 05 Satisfaction With: Events for teens (e.g. Teen Advisory Council, crafts, summer reading)



2018 City of Oregon City Community Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

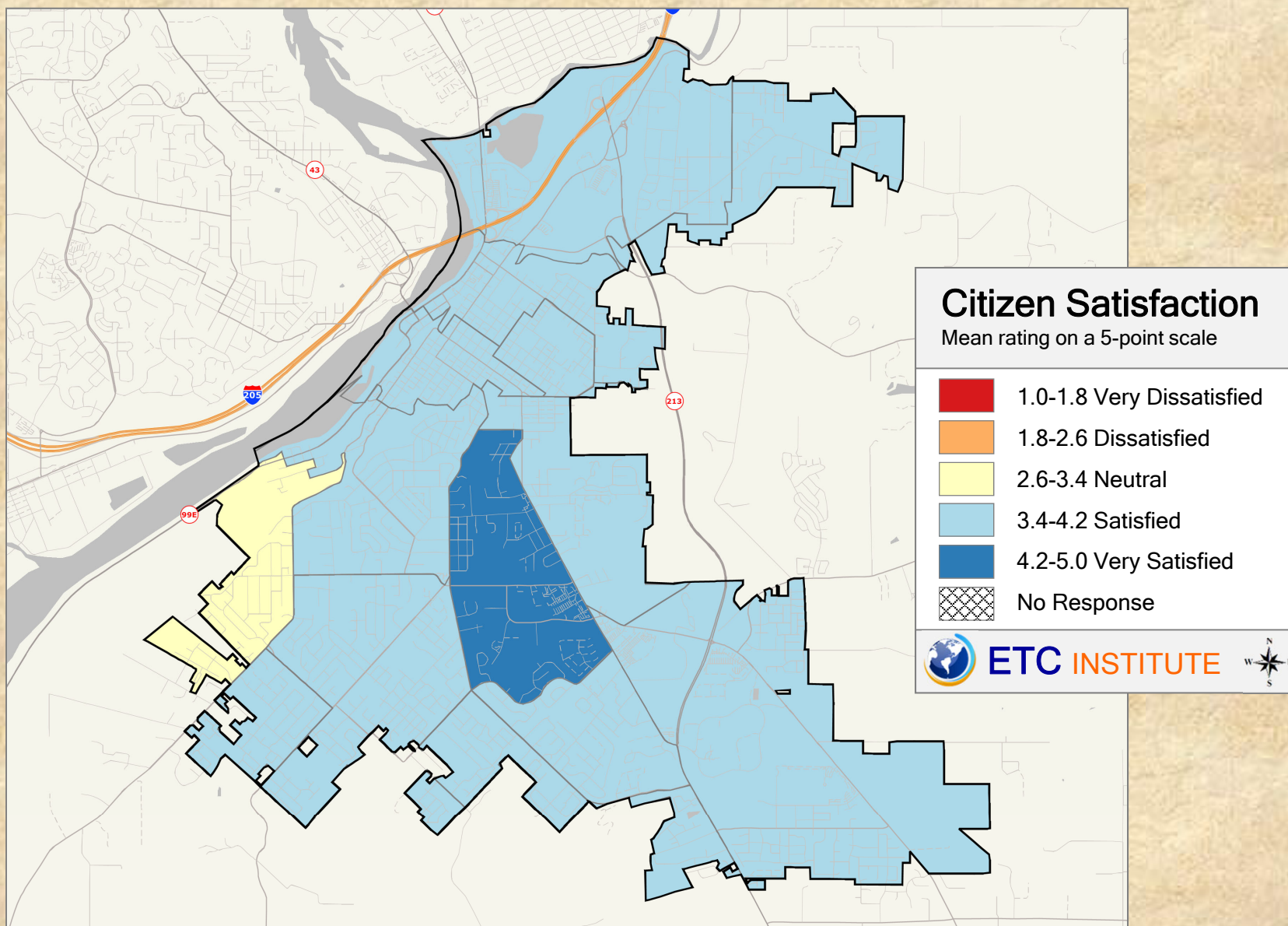
Q17. 06 Satisfaction With: Events for children (e.g. early literacy development, story times, summer reading program)



2018 City of Oregon City Community Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

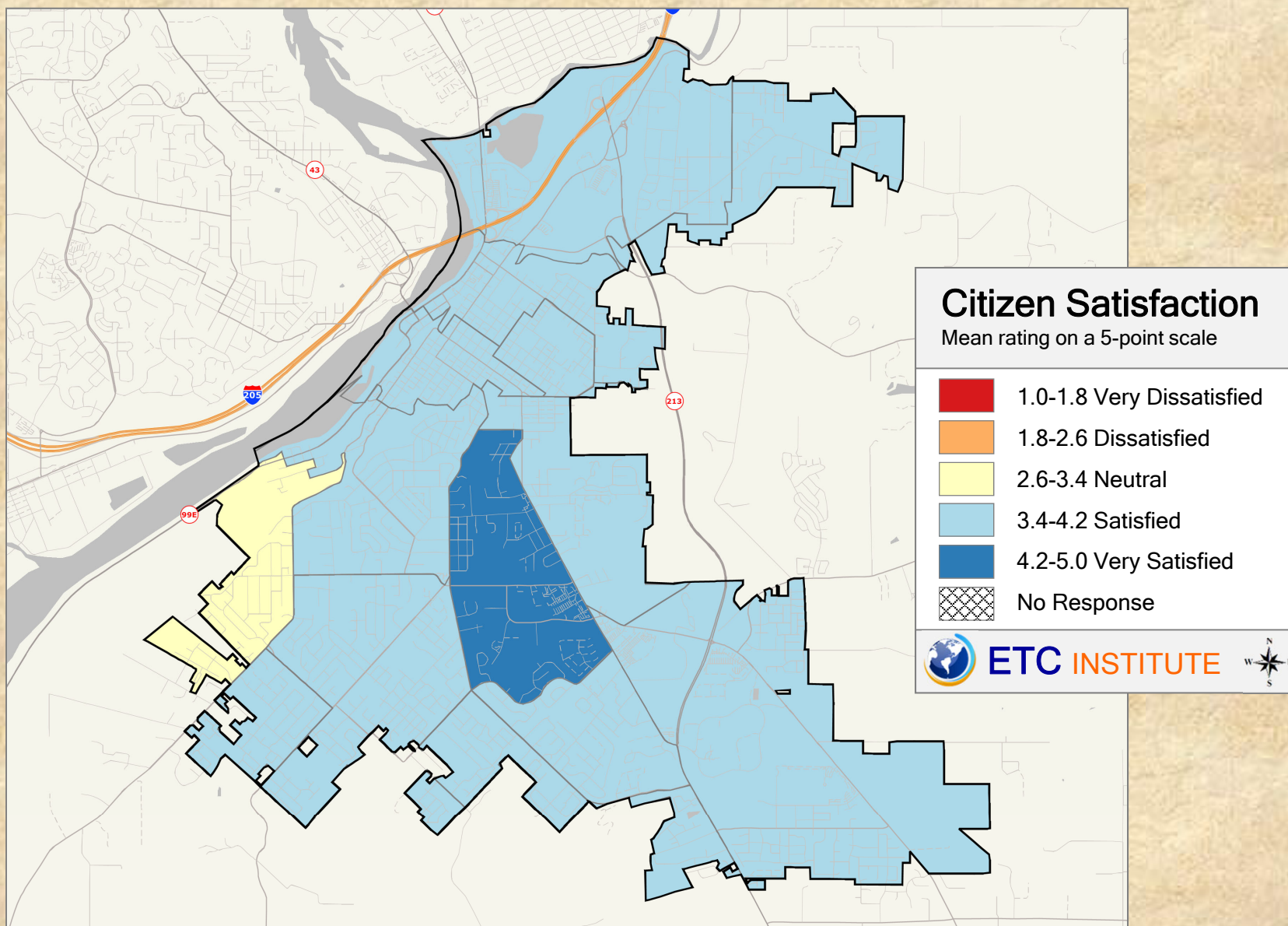
Q17. 07 Satisfaction With: Reader's Advisory (help finding something to read)



2018 City of Oregon City Community Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

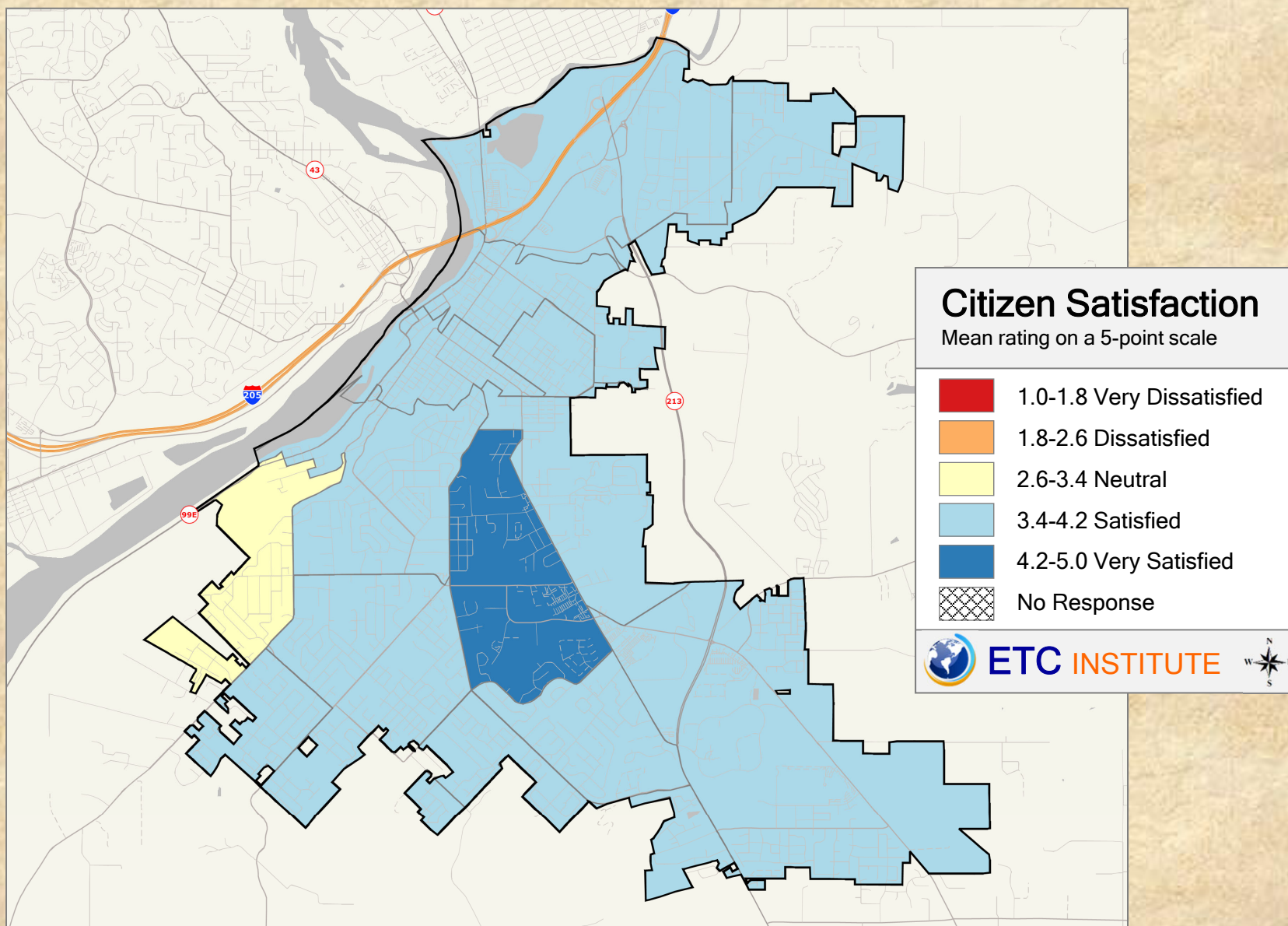
Q17. 08 Satisfaction With: Selection of reference and research tools



2018 City of Oregon City Community Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

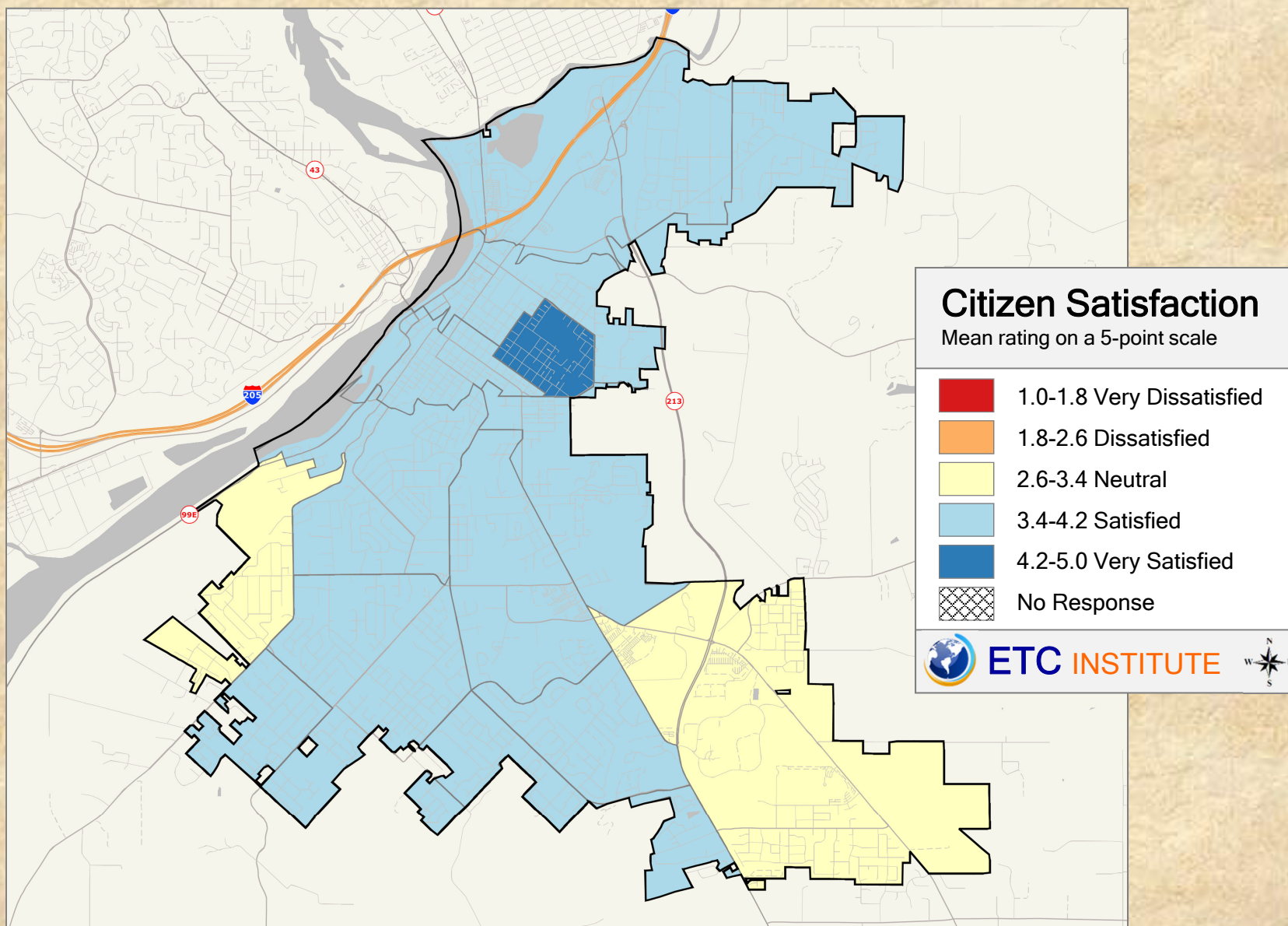
Q17. 09 Satisfaction With: Access to computers and library Wi-Fi



2018 City of Oregon City Community Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

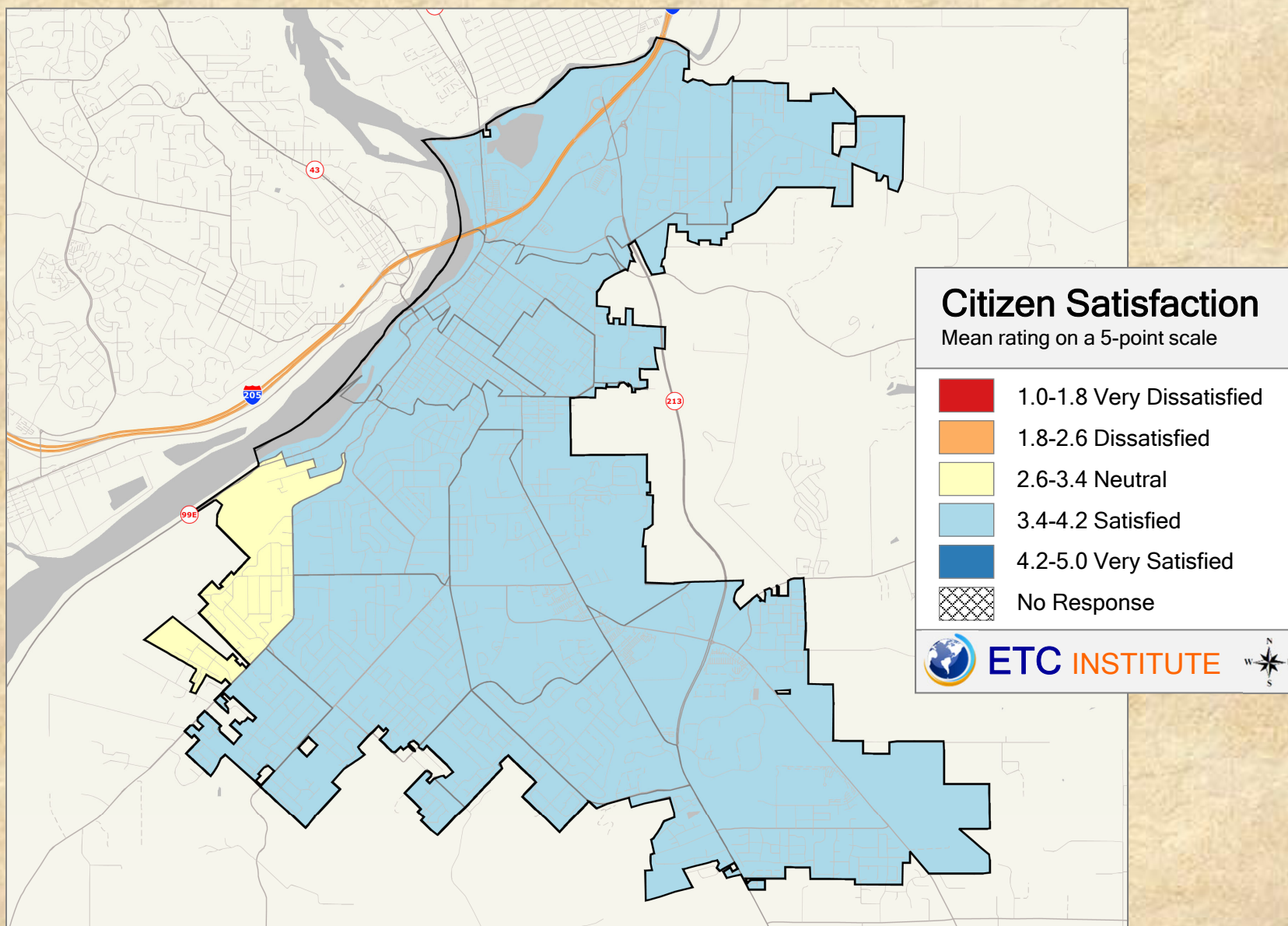
Q17. 10 Satisfaction With: Ease of booking meeting rooms



2018 City of Oregon City Community Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

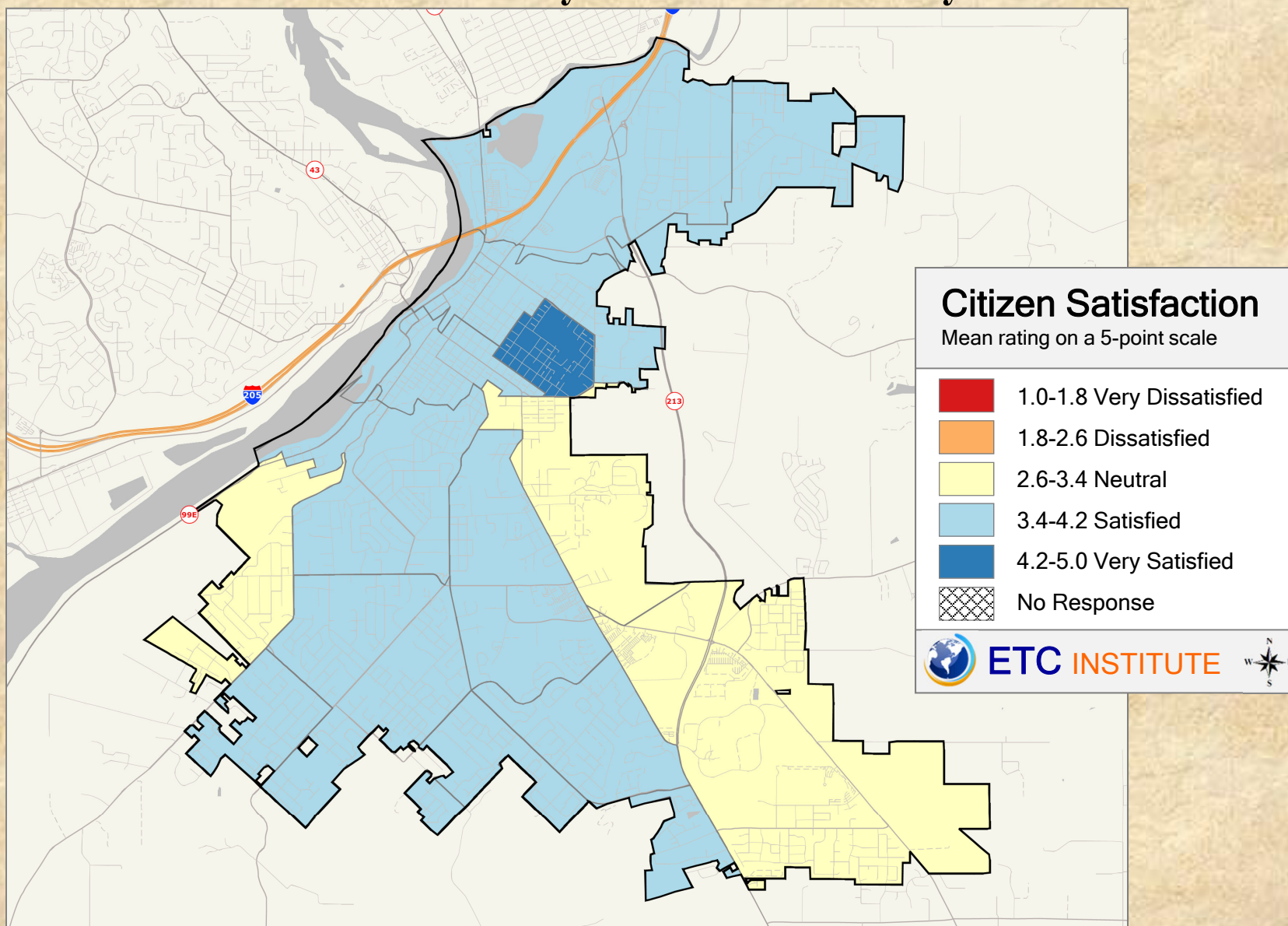
Q17. 11 Satisfaction With: Library as hub of community information



2018 City of Oregon City Community Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

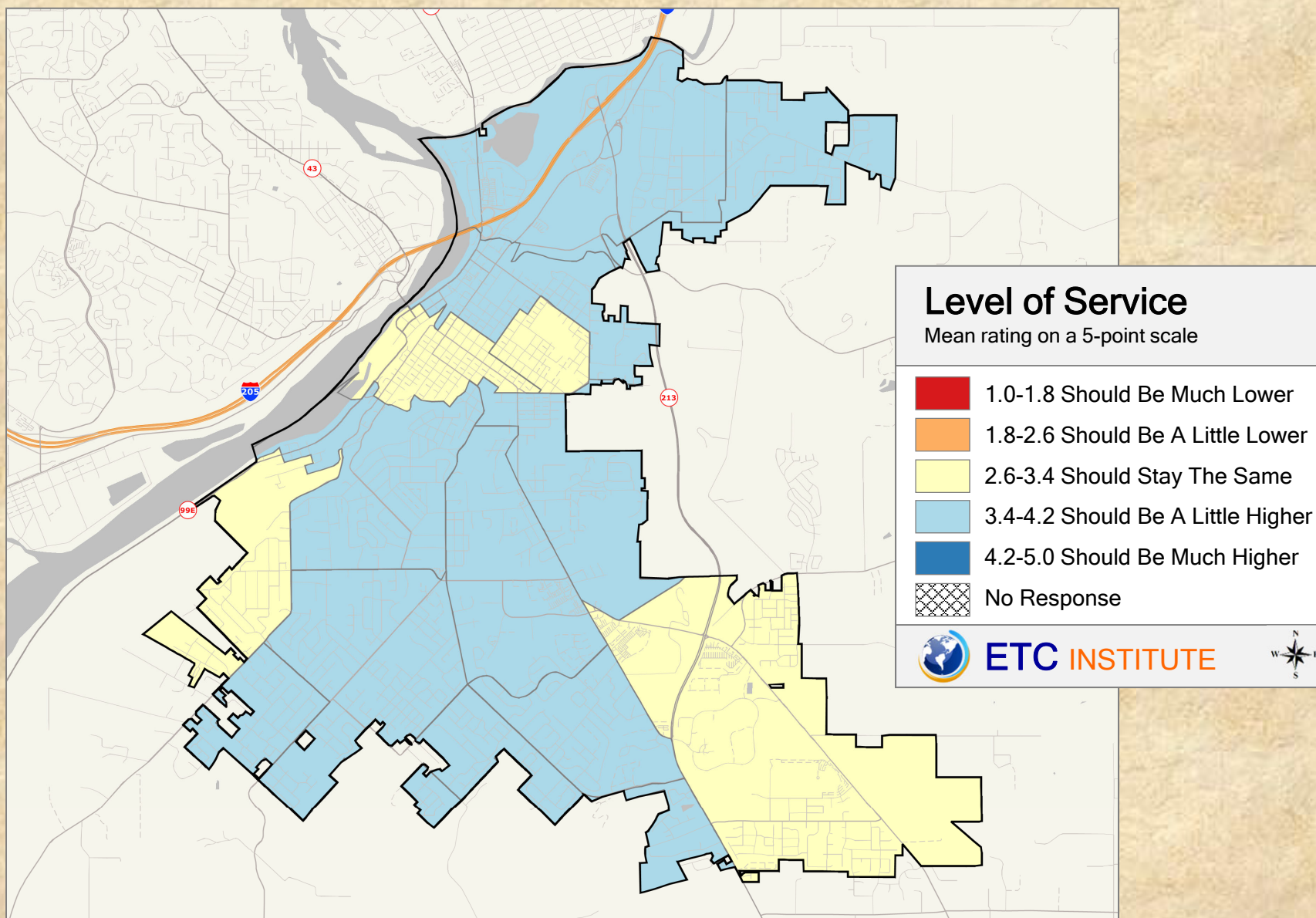
Q17. 12 Satisfaction With: Outreach-programs and/or services in the community outside of the library



2018 City of Oregon City Community Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

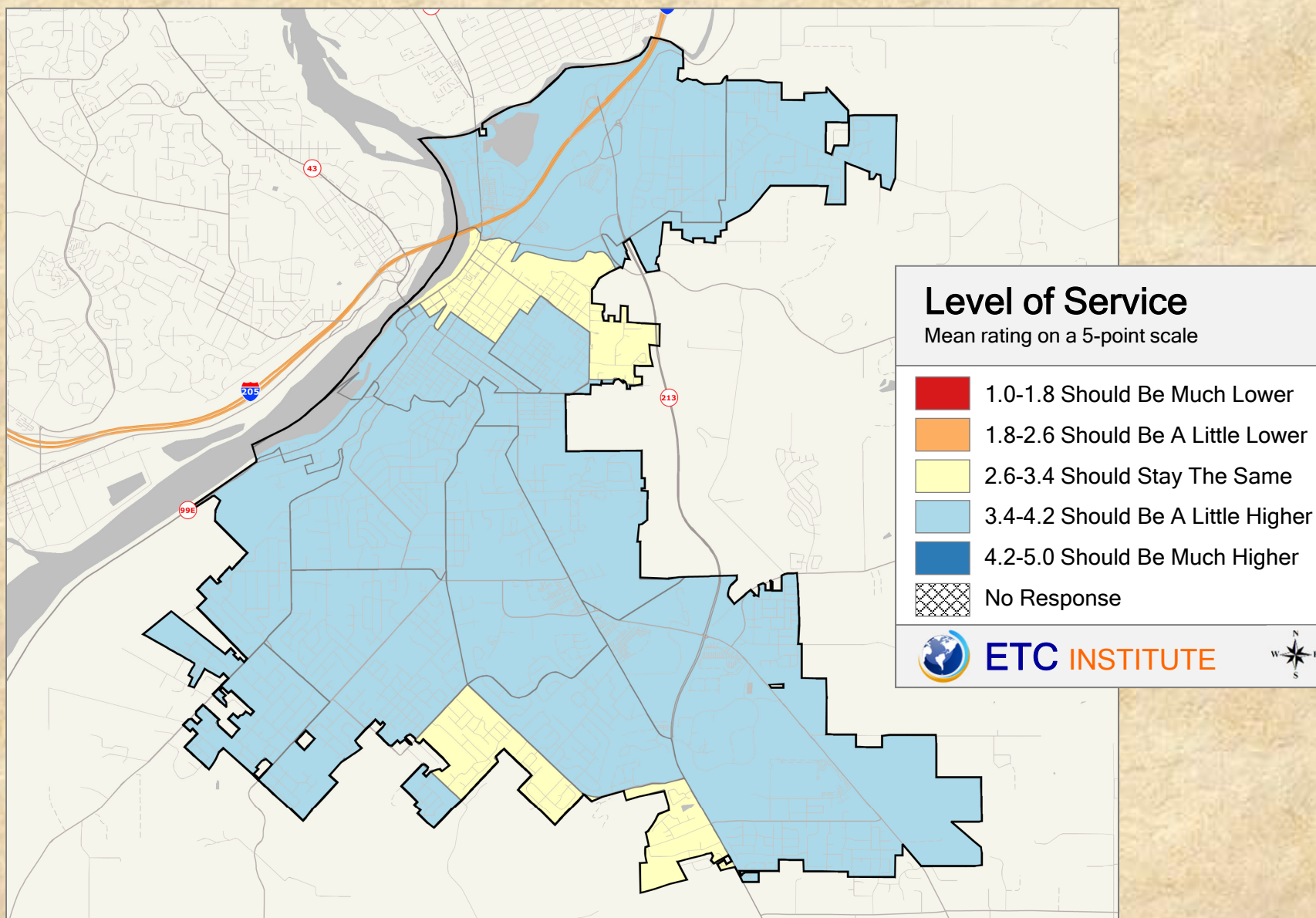
Q21. 01 Level of Service For: Law enforcement



2018 City of Oregon City Community Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

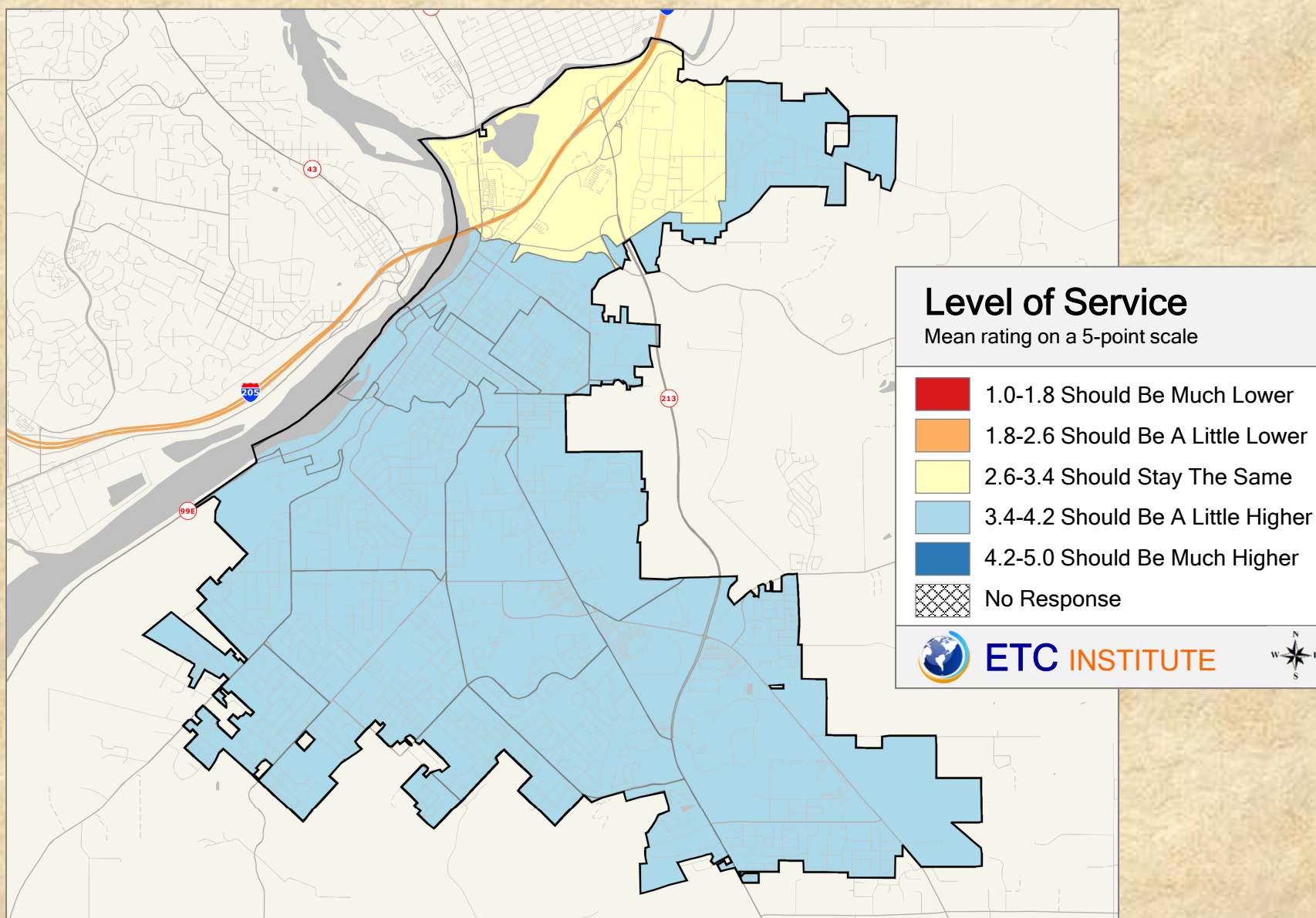
Q21. 02 Level of Service For: Parks, trails, and open space



2018 City of Oregon City Community Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

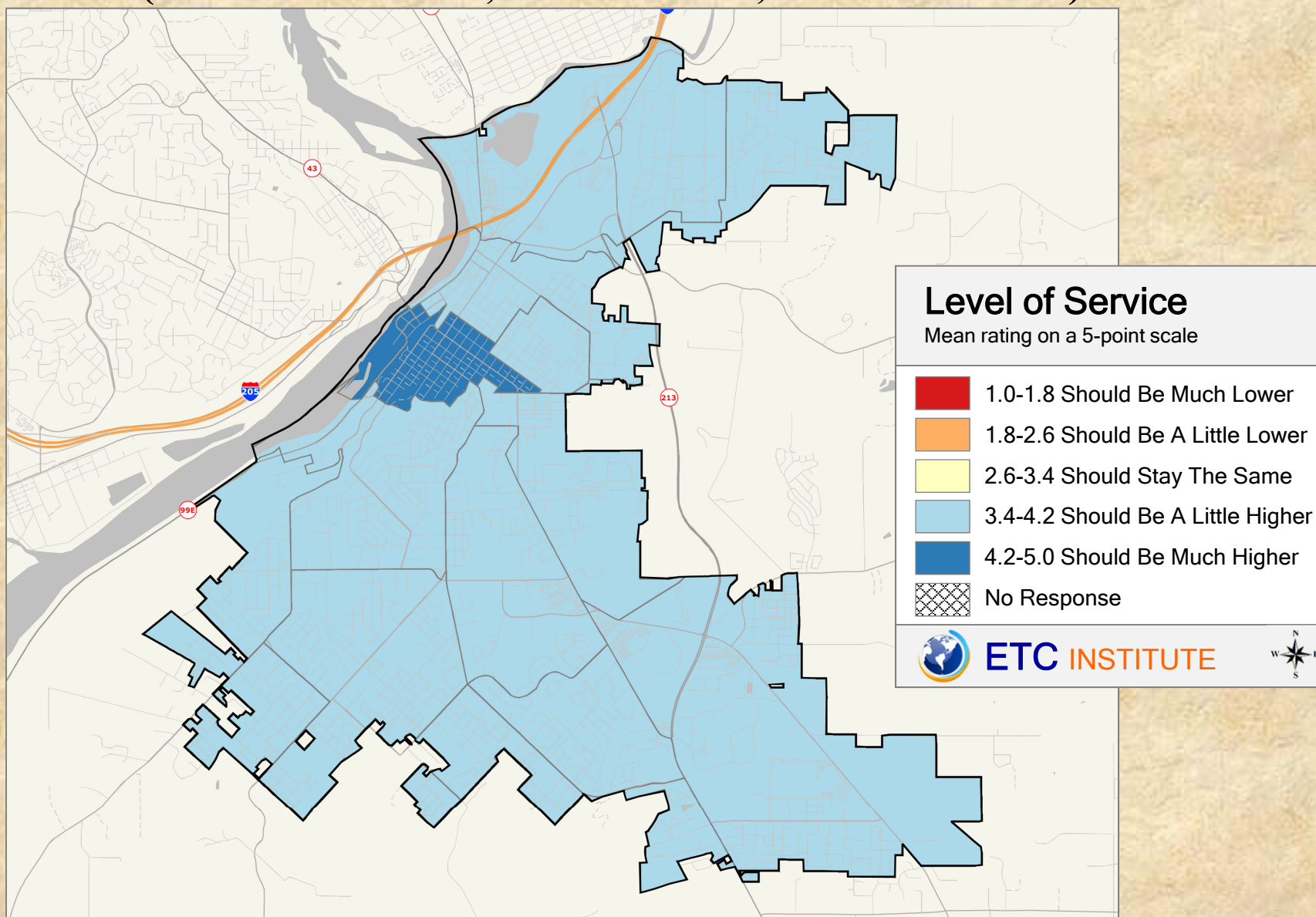
Q21. 03 Level of Service For: Recreation facilities and programs



2018 City of Oregon City Community Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

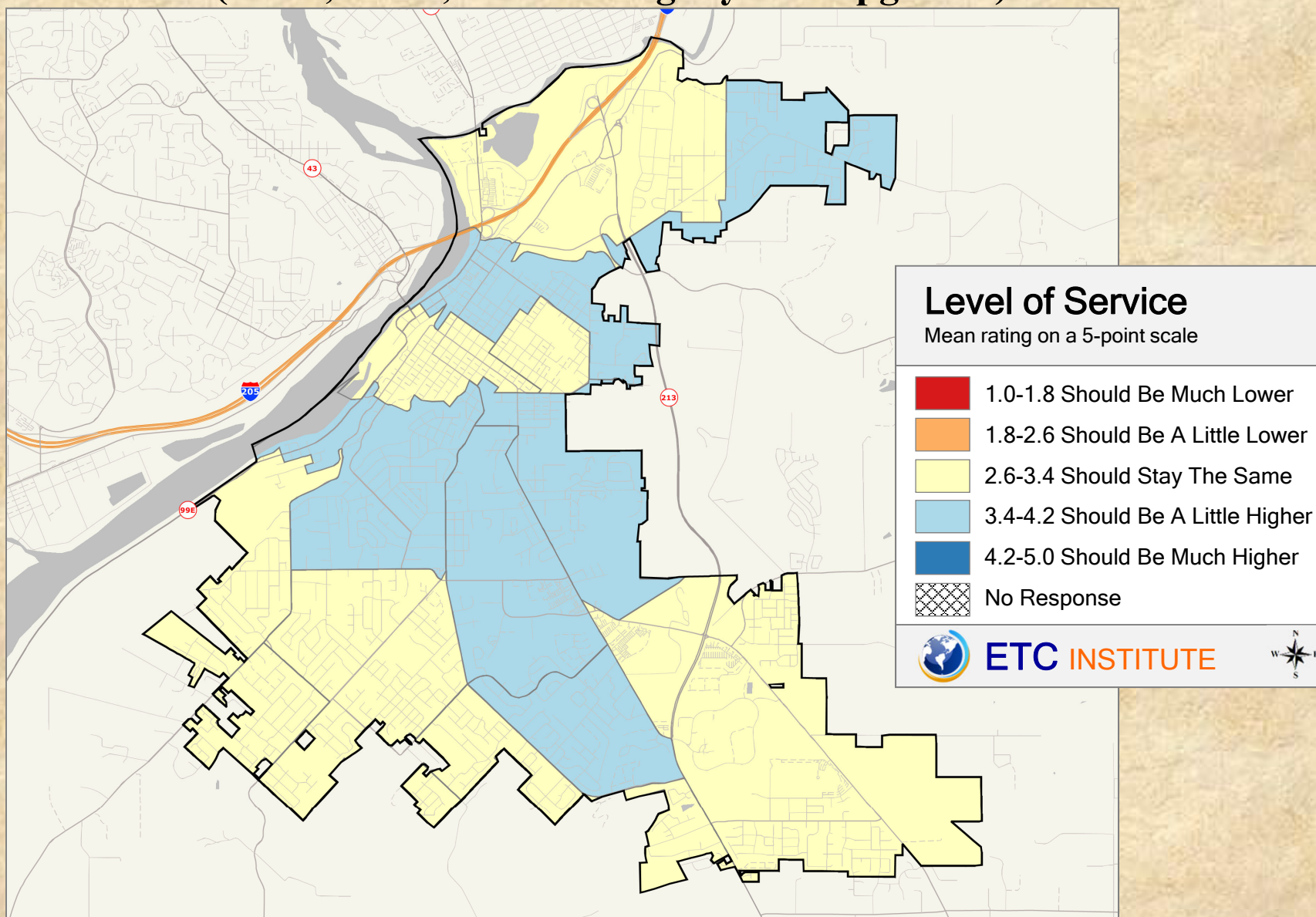
Q21. 04 Level of Service For: Transportation facilities and programs (street maintenance, new sidewalks, added bike lanes)



2018 City of Oregon City Community Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

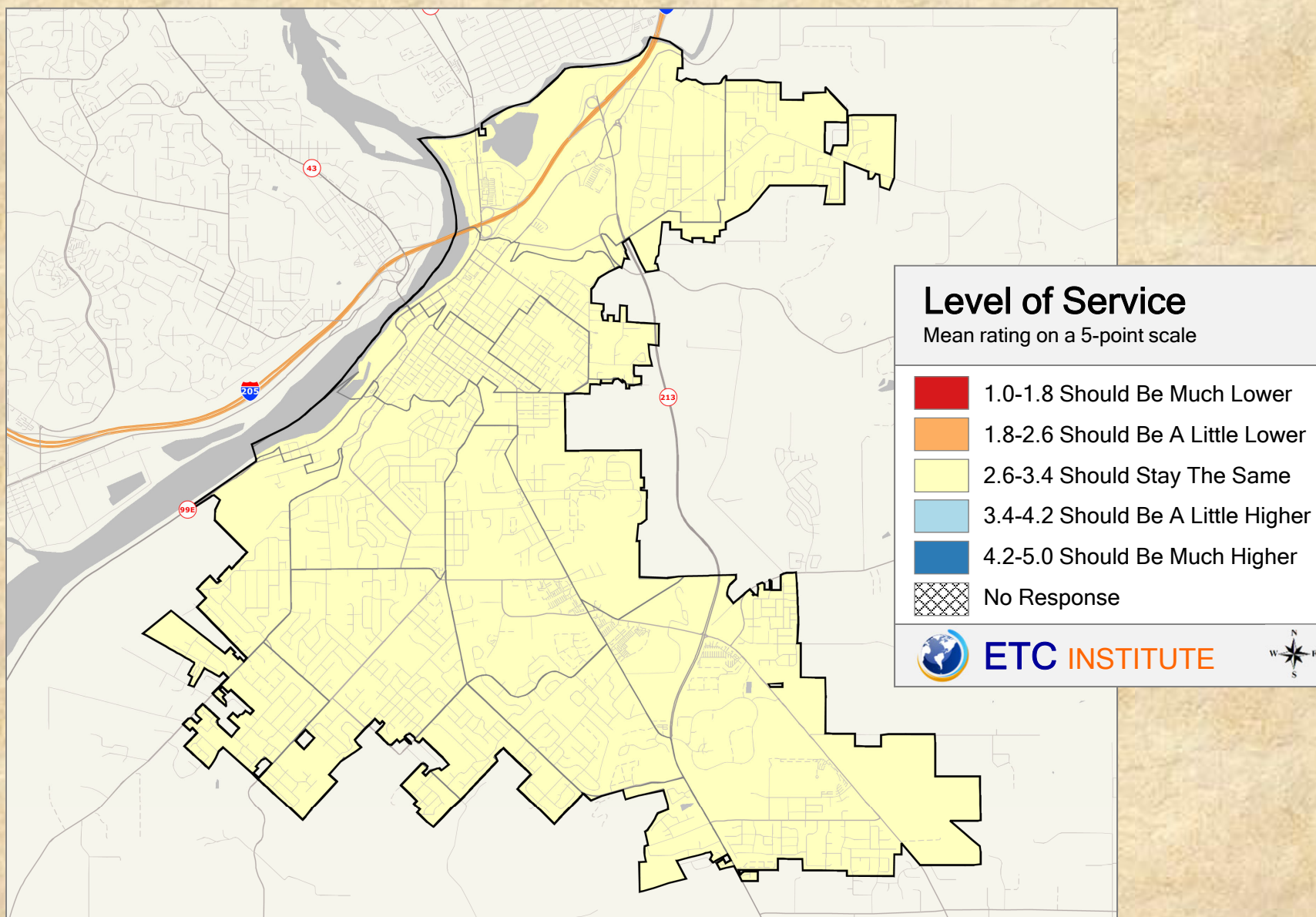
Q21. 05 Level of Service For: Utility infrastructure (water, sewer, and drainage system upgrades)



2018 City of Oregon City Community Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

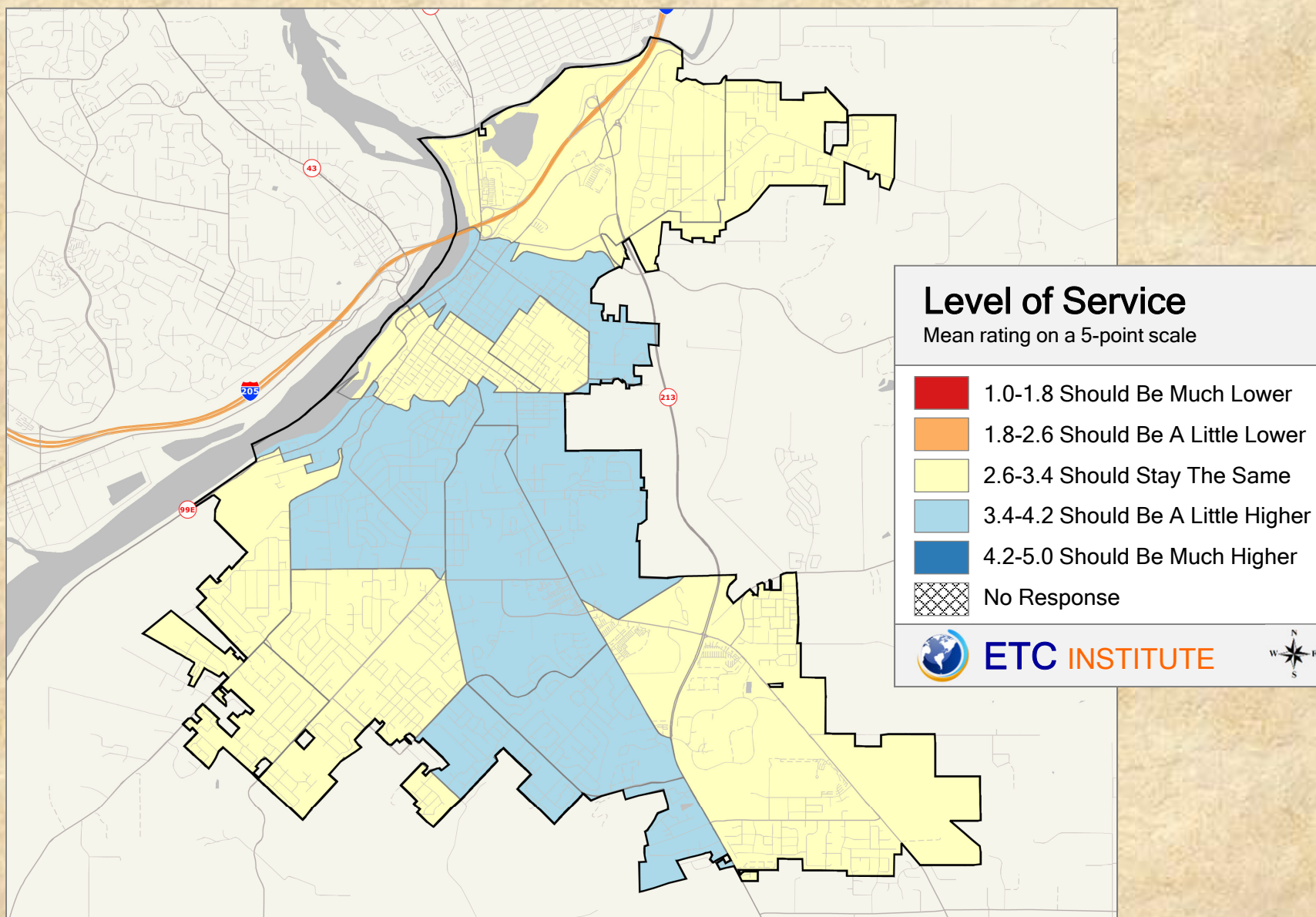
Q21. 06 Level of Service For: City's Public Library



2018 City of Oregon City Community Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

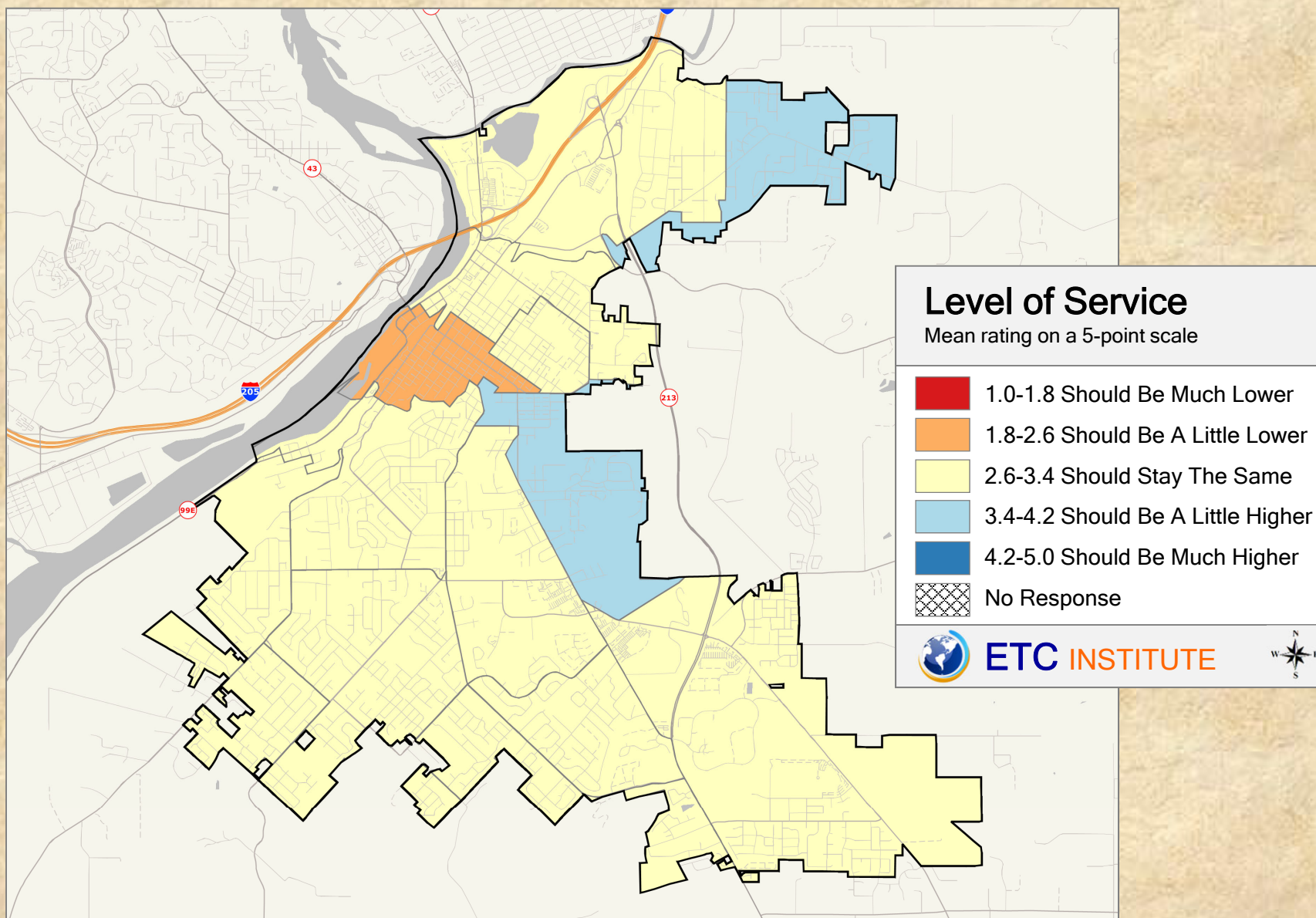
Q21. 07 Level of Service For: City's Code Enforcement



2018 City of Oregon City Community Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

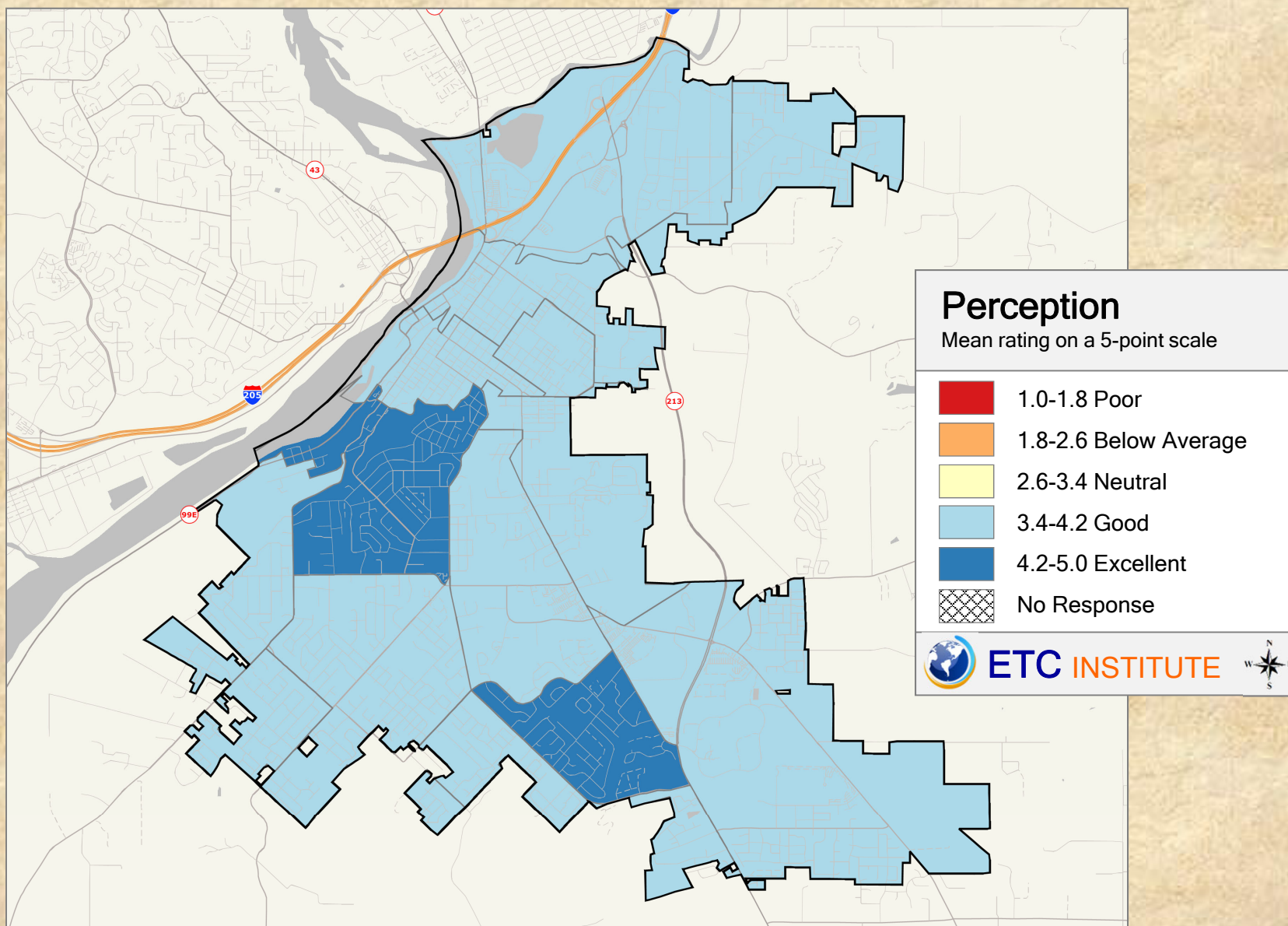
Q21. 08 Level of Service For: City's permit review



2018 City of Oregon City Community Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

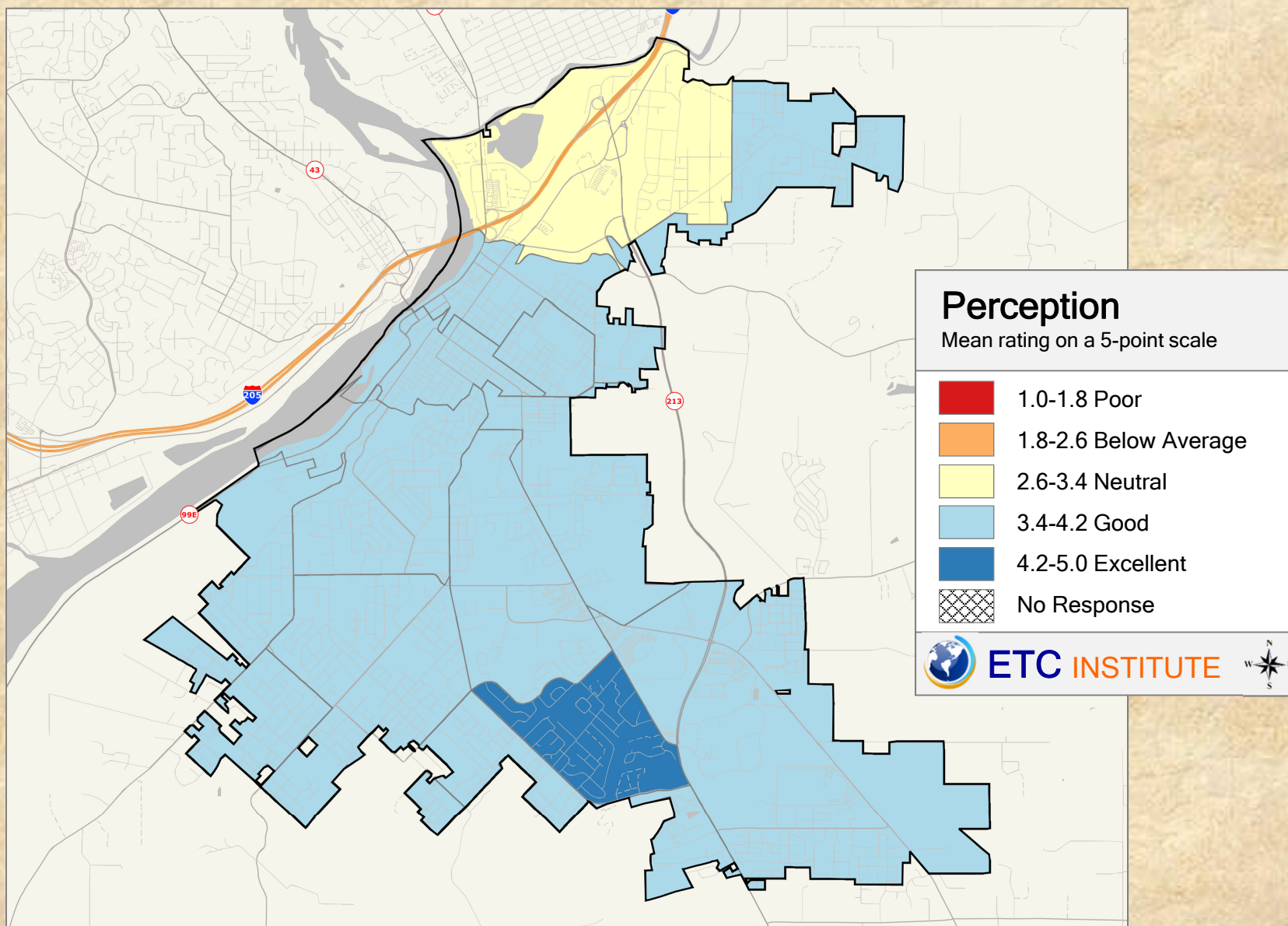
Q22. 01 Perception of City: As a place to live



2018 City of Oregon City Community Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

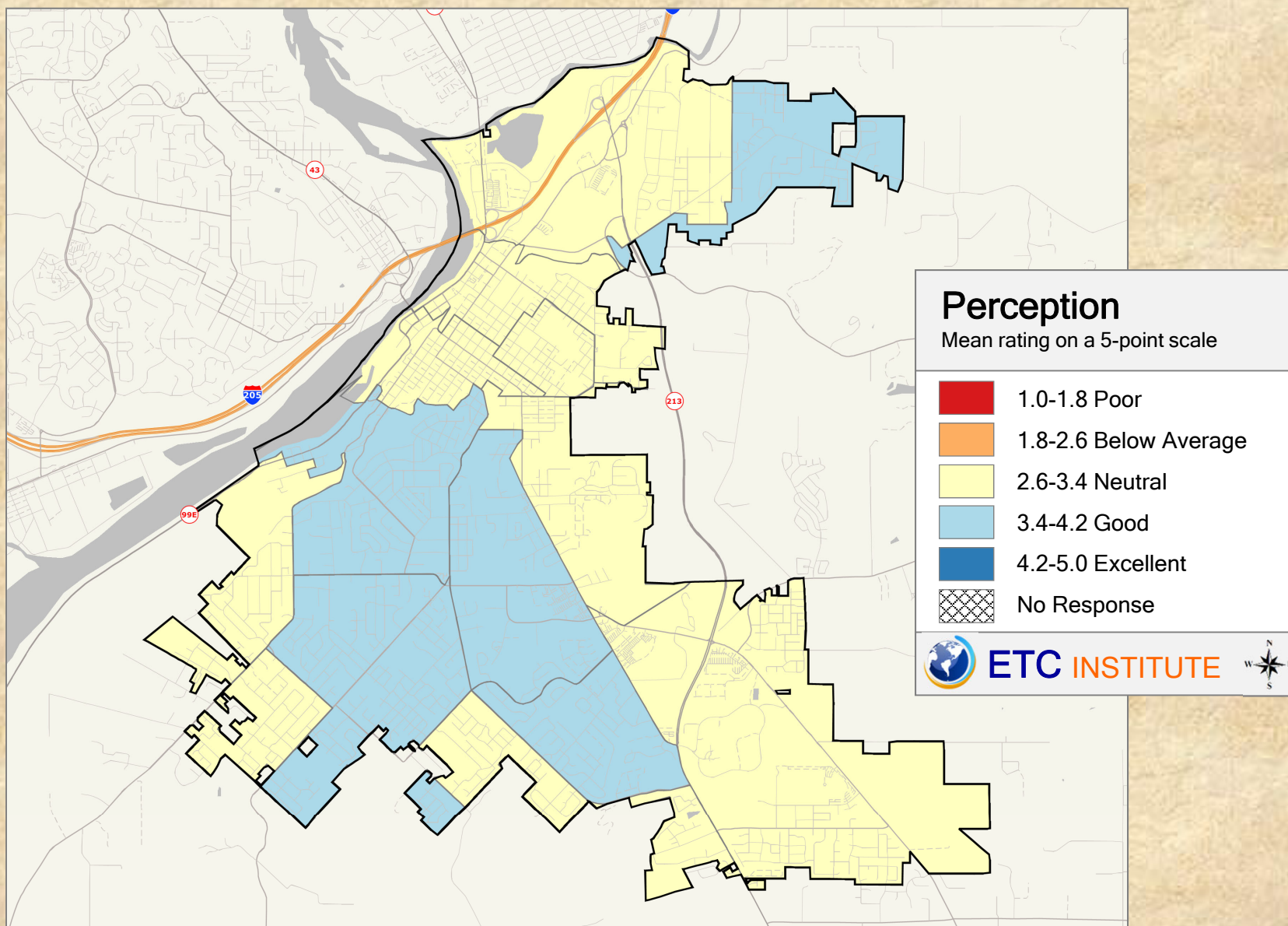
Q22. 02 Perception of City: As a place to raise children



2018 City of Oregon City Community Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

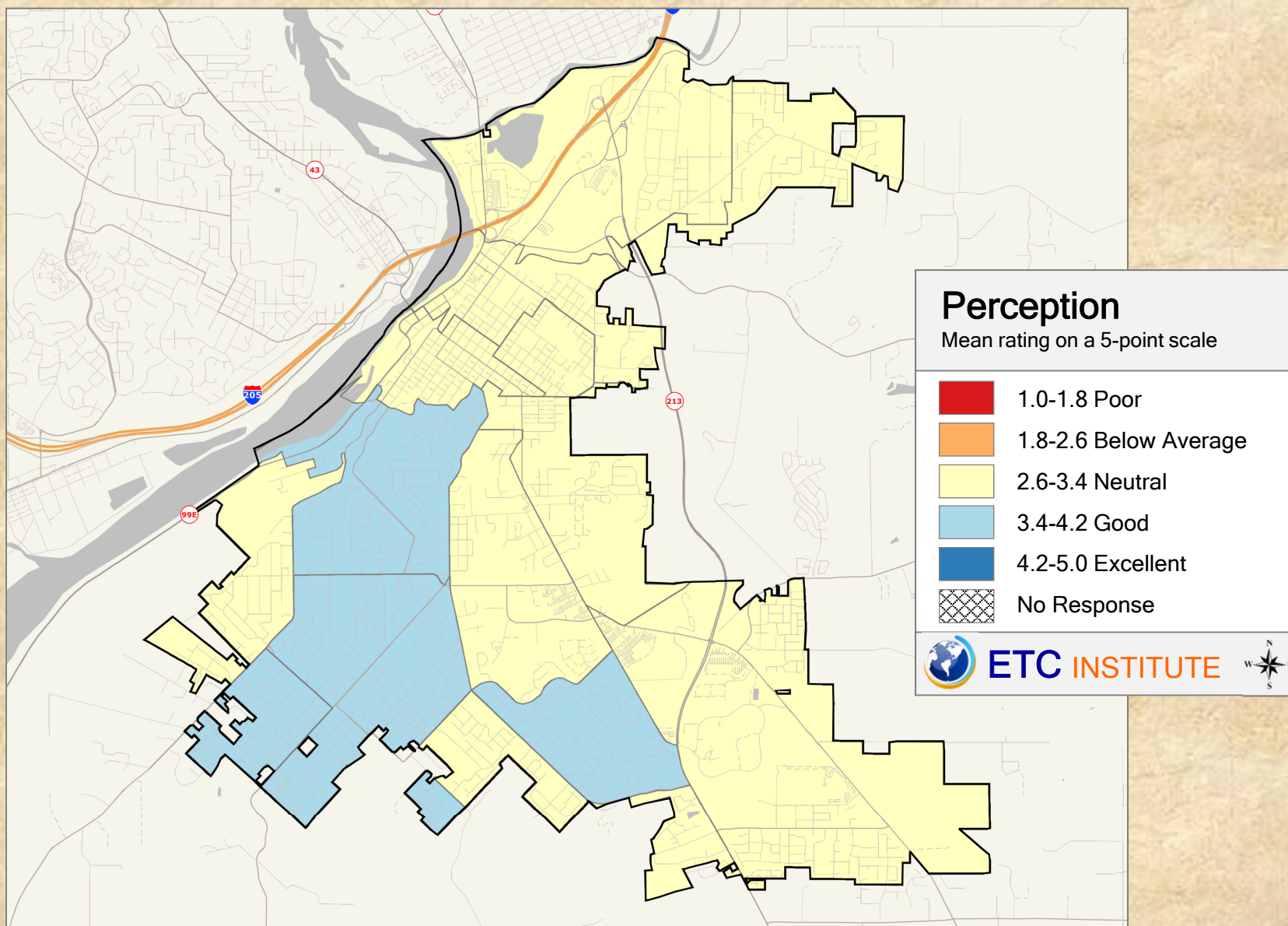
Q22. 03 Perception of City: As a place to work



2018 City of Oregon City Community Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

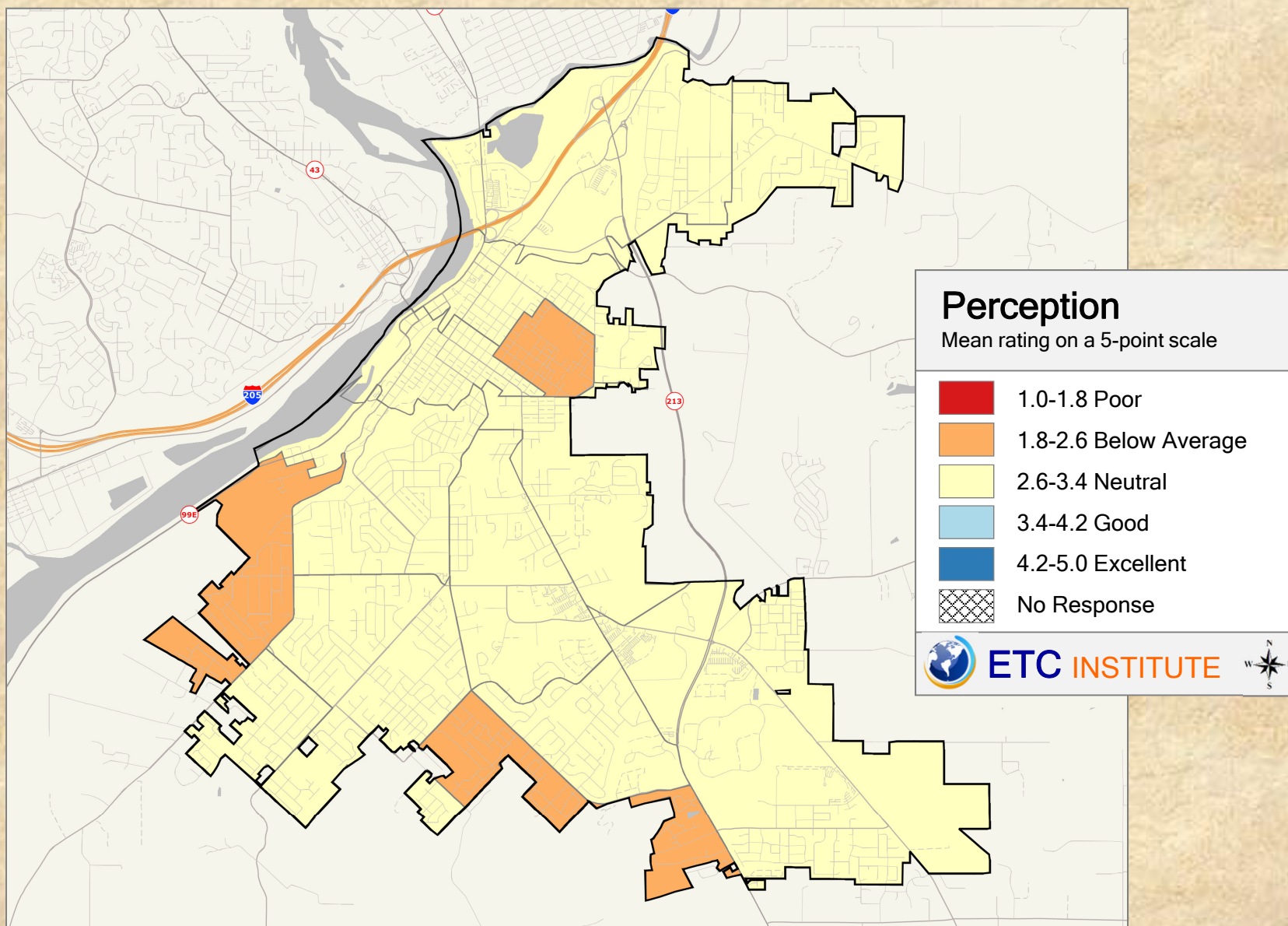
Q22. 04 Perception of City: As a place with a variety of housing choices



2018 City of Oregon City Community Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

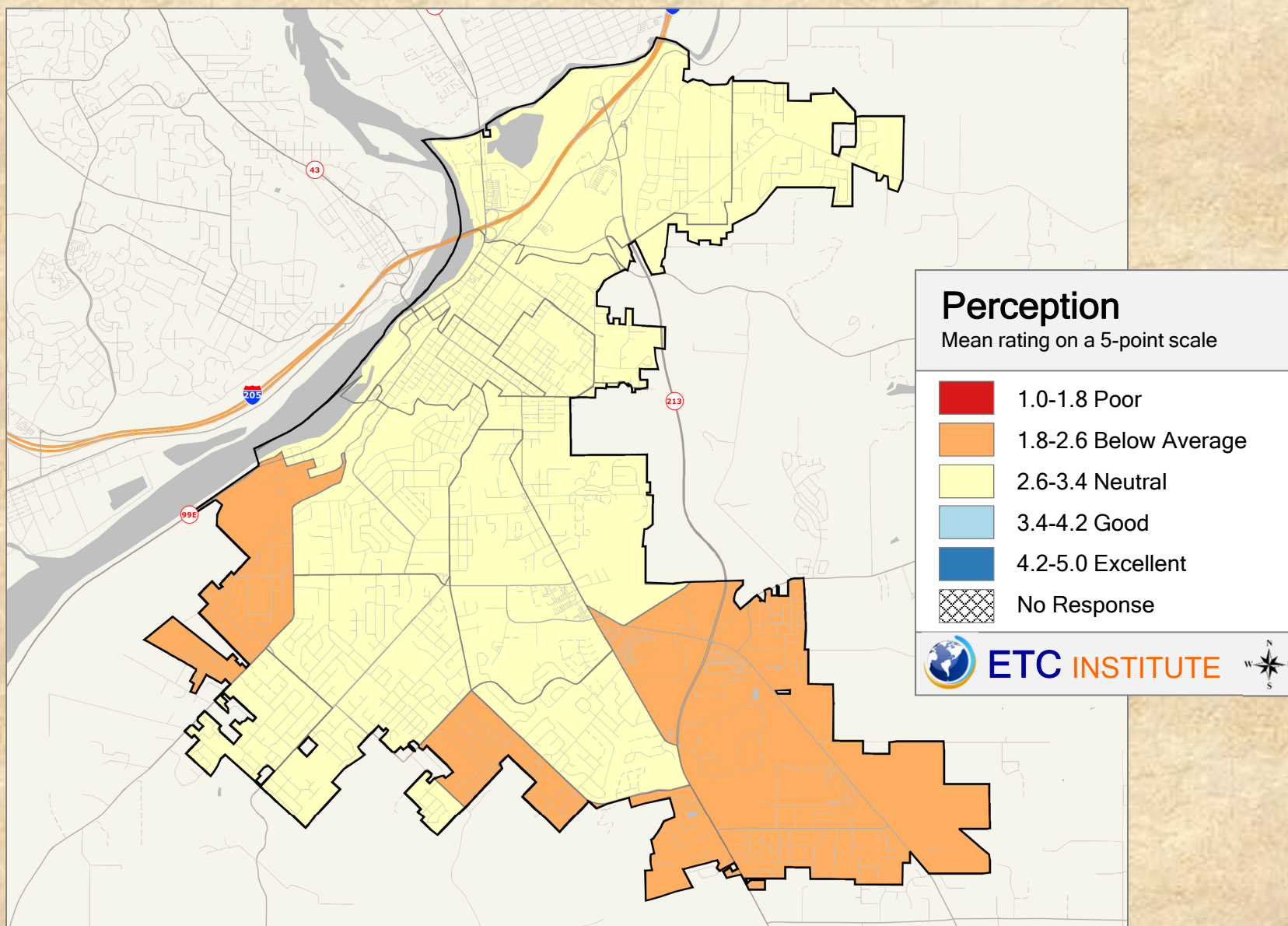
Q22. 05 Perception of City: As a place to shop



2018 City of Oregon City Community Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

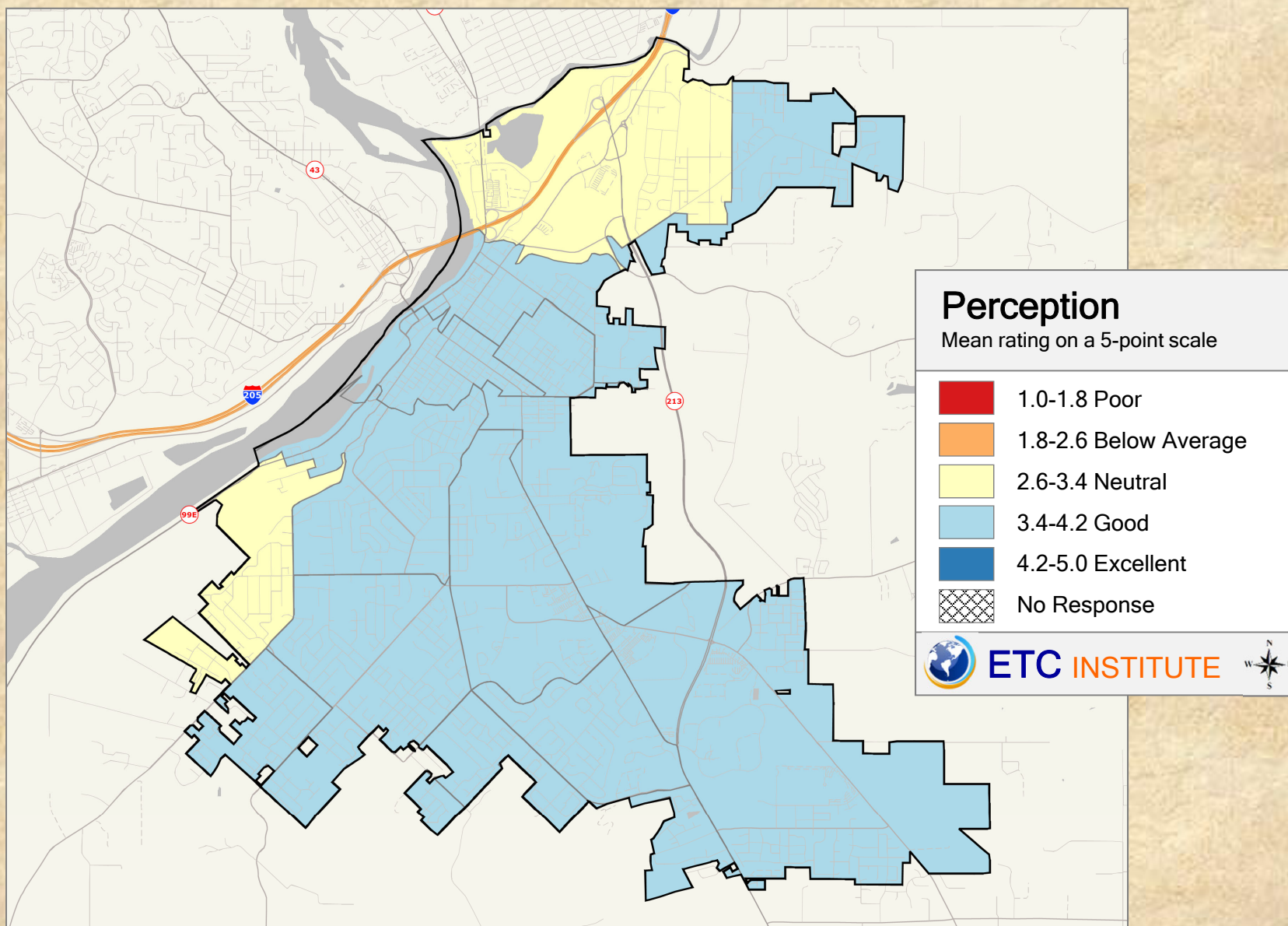
Q22. 06 Perception of City: As a place for dining and entertainment options



2018 City of Oregon City Community Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

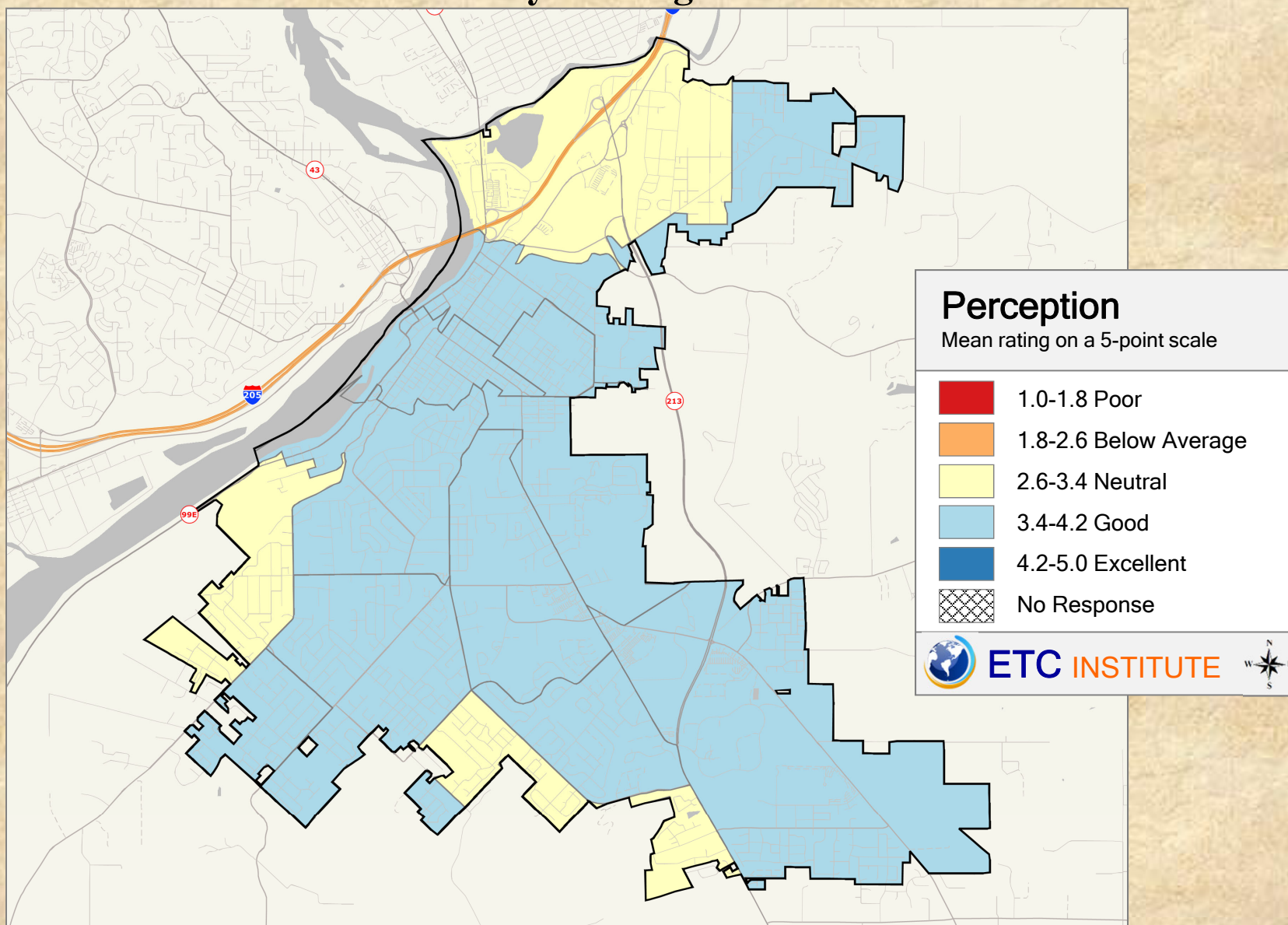
Q22. 07 Perception of City: Overall quality of life in the city



2018 City of Oregon City Community Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

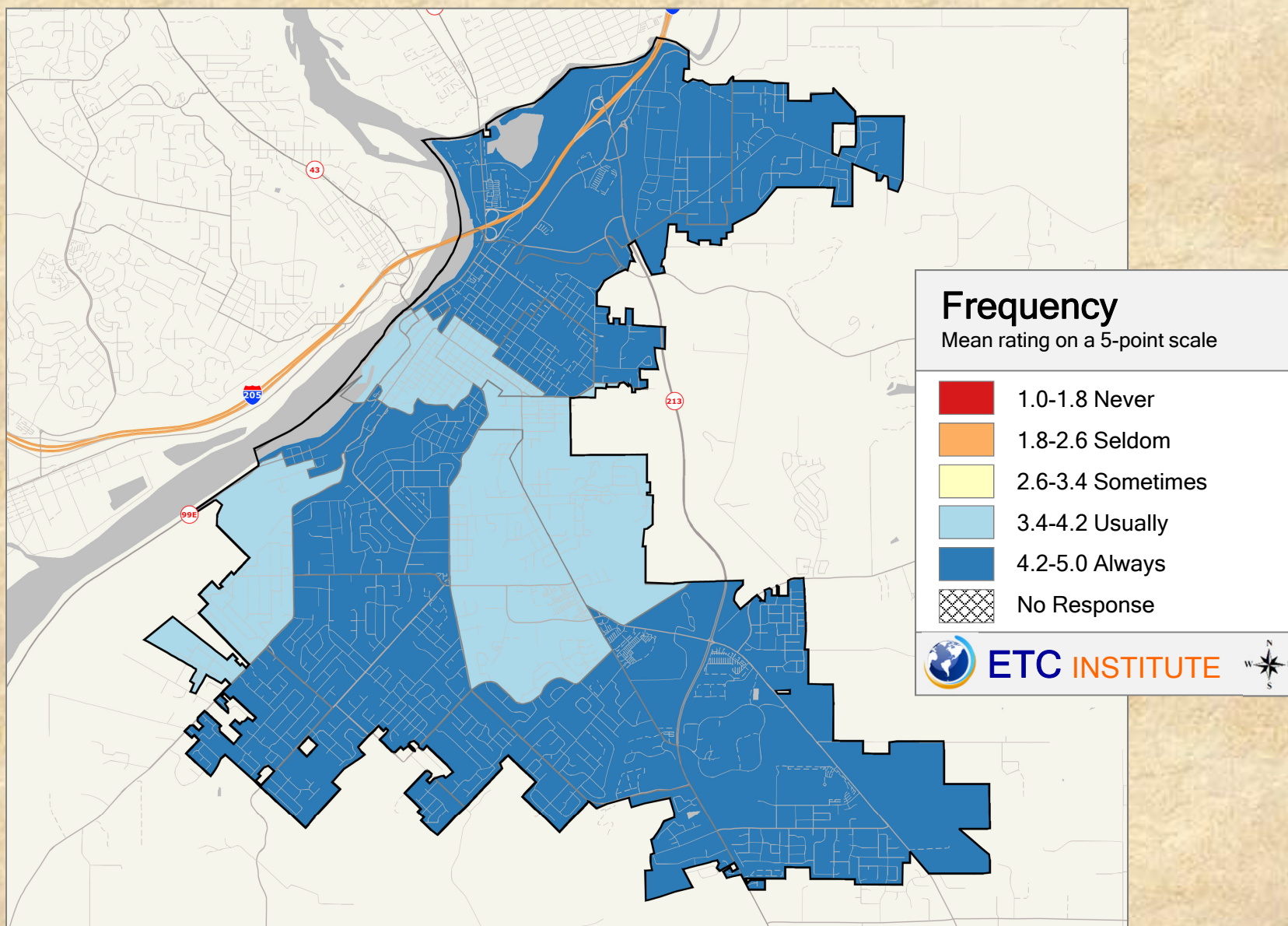
Q22. 08 Perception of City: As a place to connect and interact with your neighbors



2018 City of Oregon City Community Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

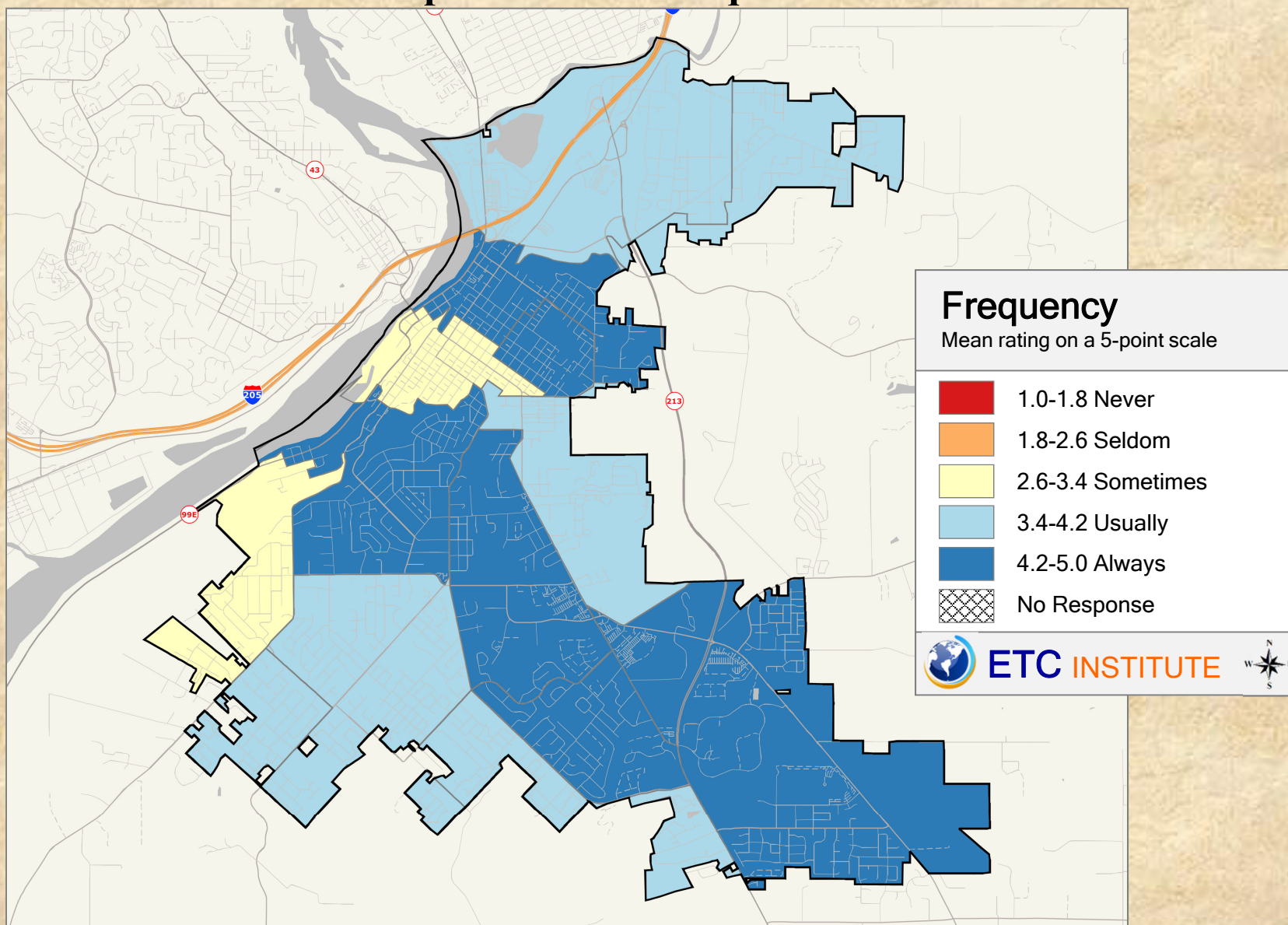
Q23c. 01 Frequency That: They were courteous and polite



2018 City of Oregon City Community Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

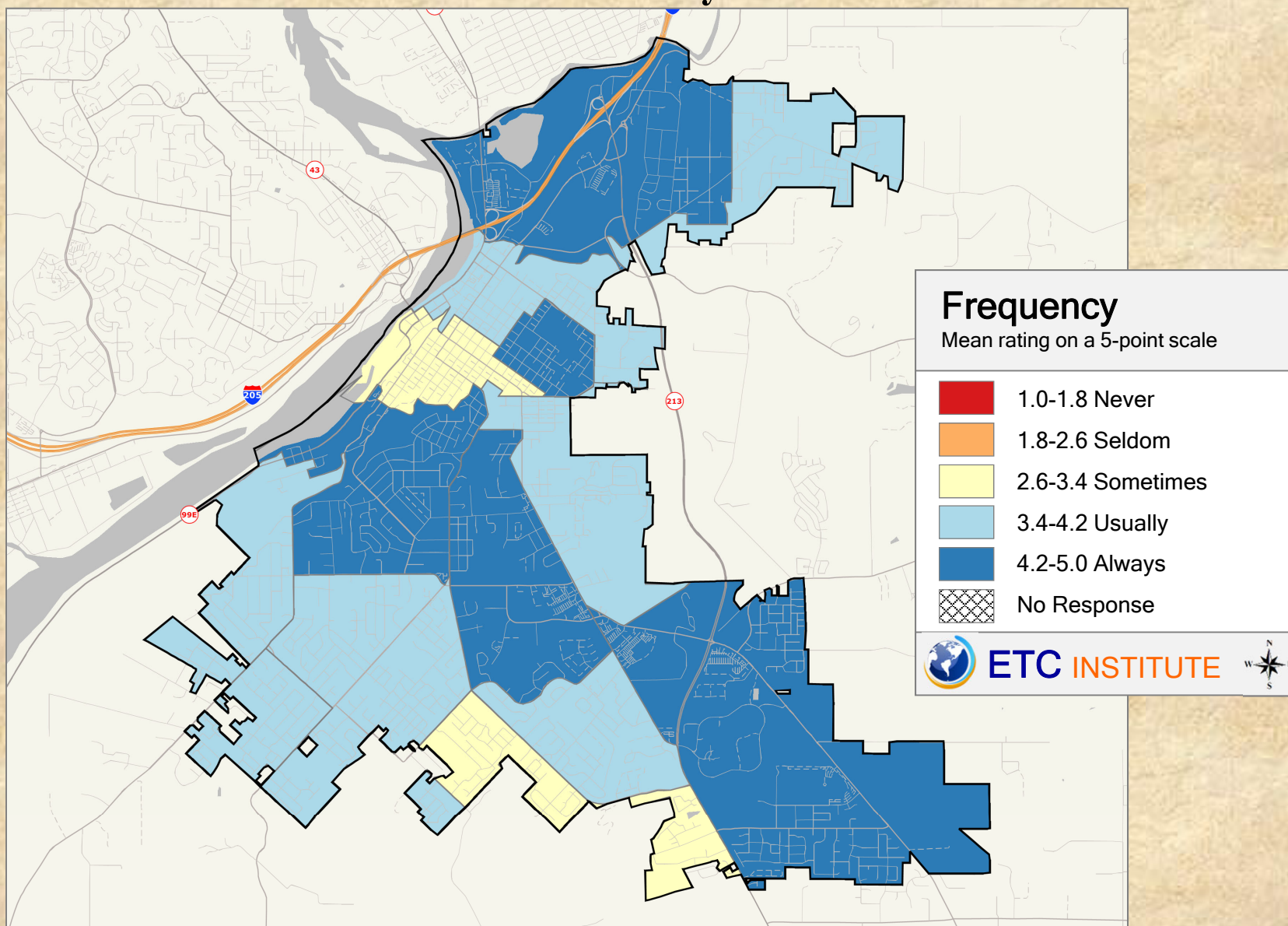
Q23c. 02 Frequency That: They gave prompt, accurate, and complete answers to questions



2018 City of Oregon City Community Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

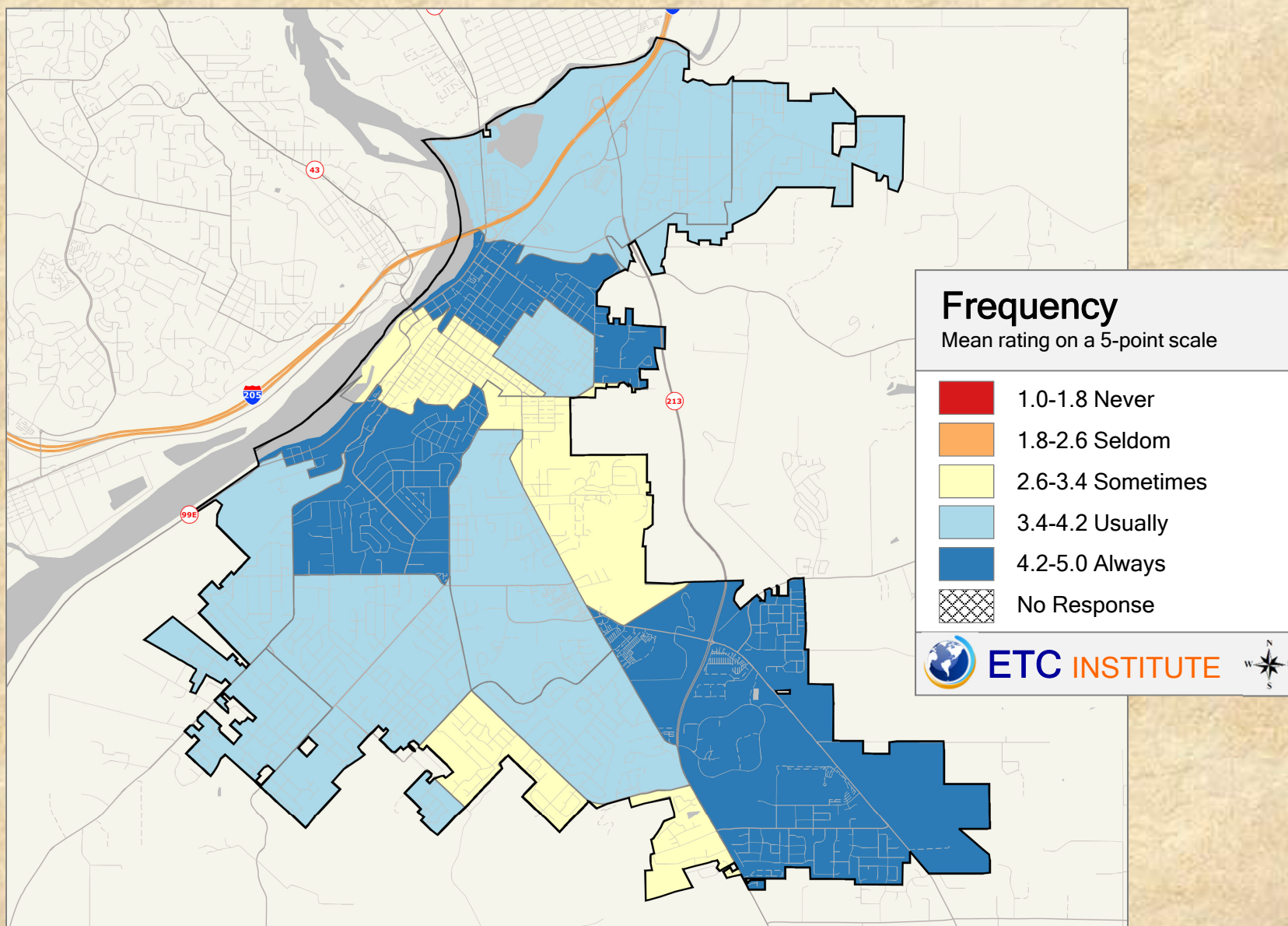
Q23c. 03 Frequency That: They did what they said they would do in a timely manner



2018 City of Oregon City Community Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

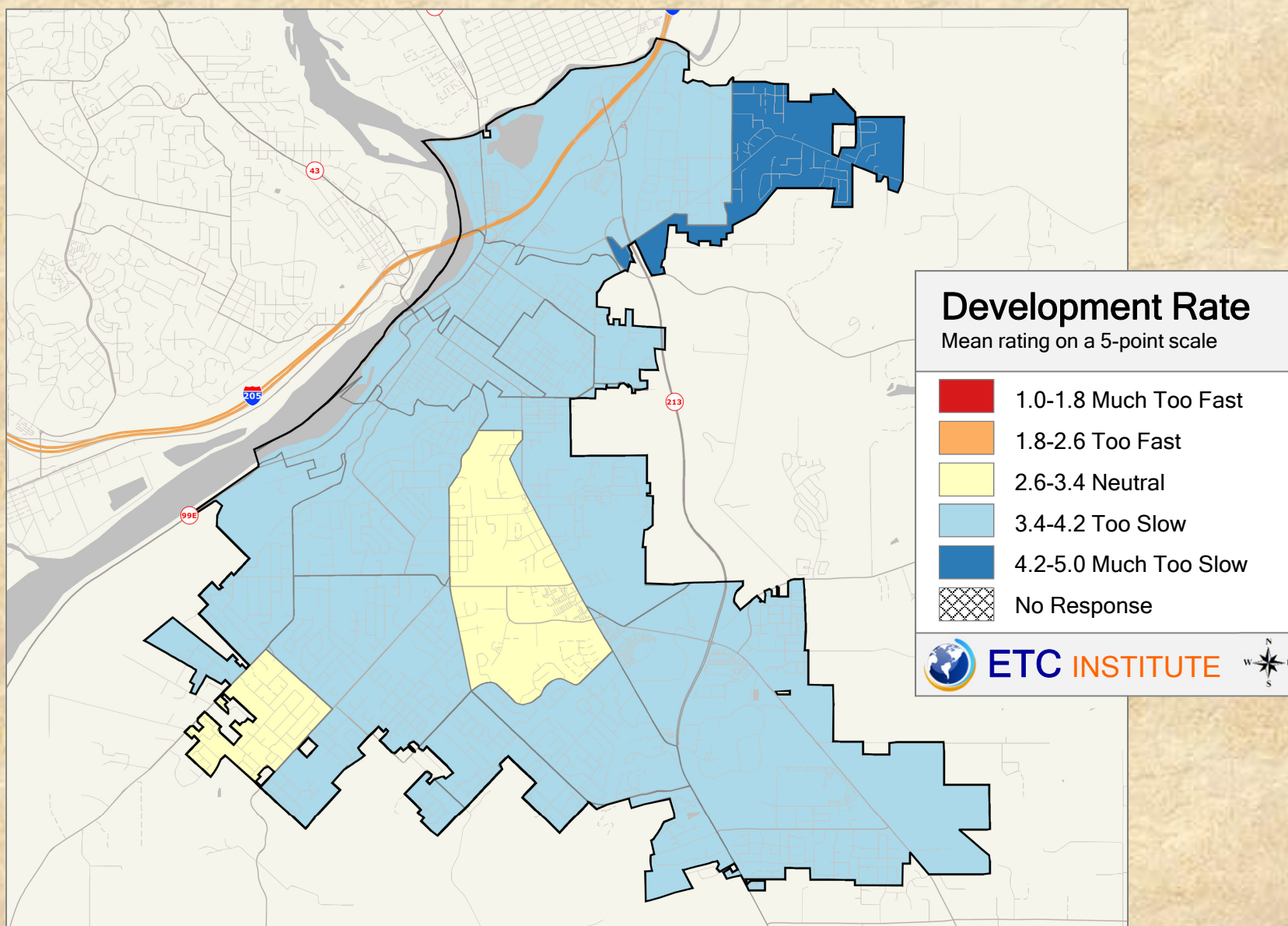
Q23c. 04 Frequency That: They helped you resolve an issue to your satisfaction



2018 City of Oregon City Community Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

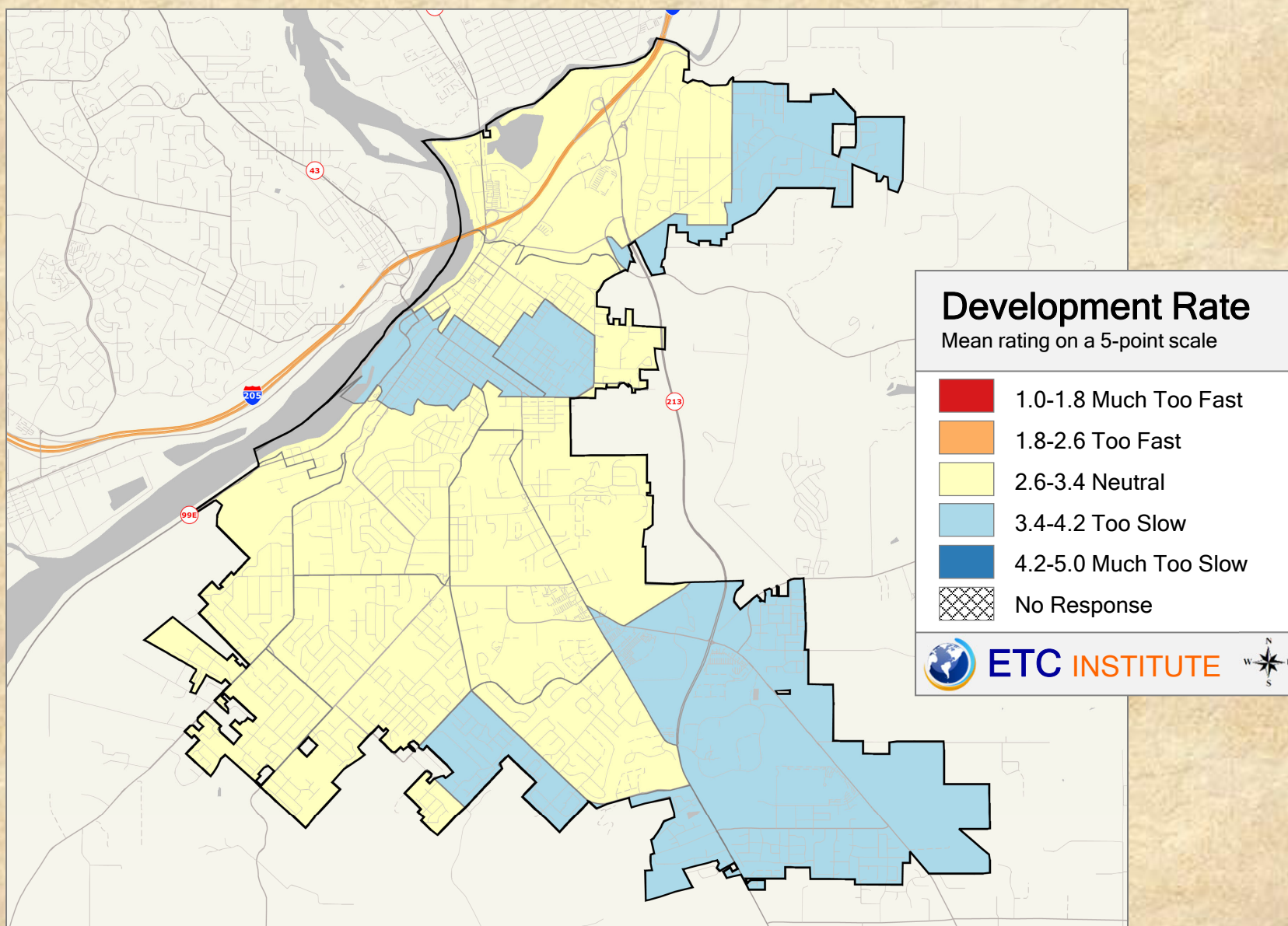
Q24. 01 Development Rate Of: Employment opportunities



2018 City of Oregon City Community Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

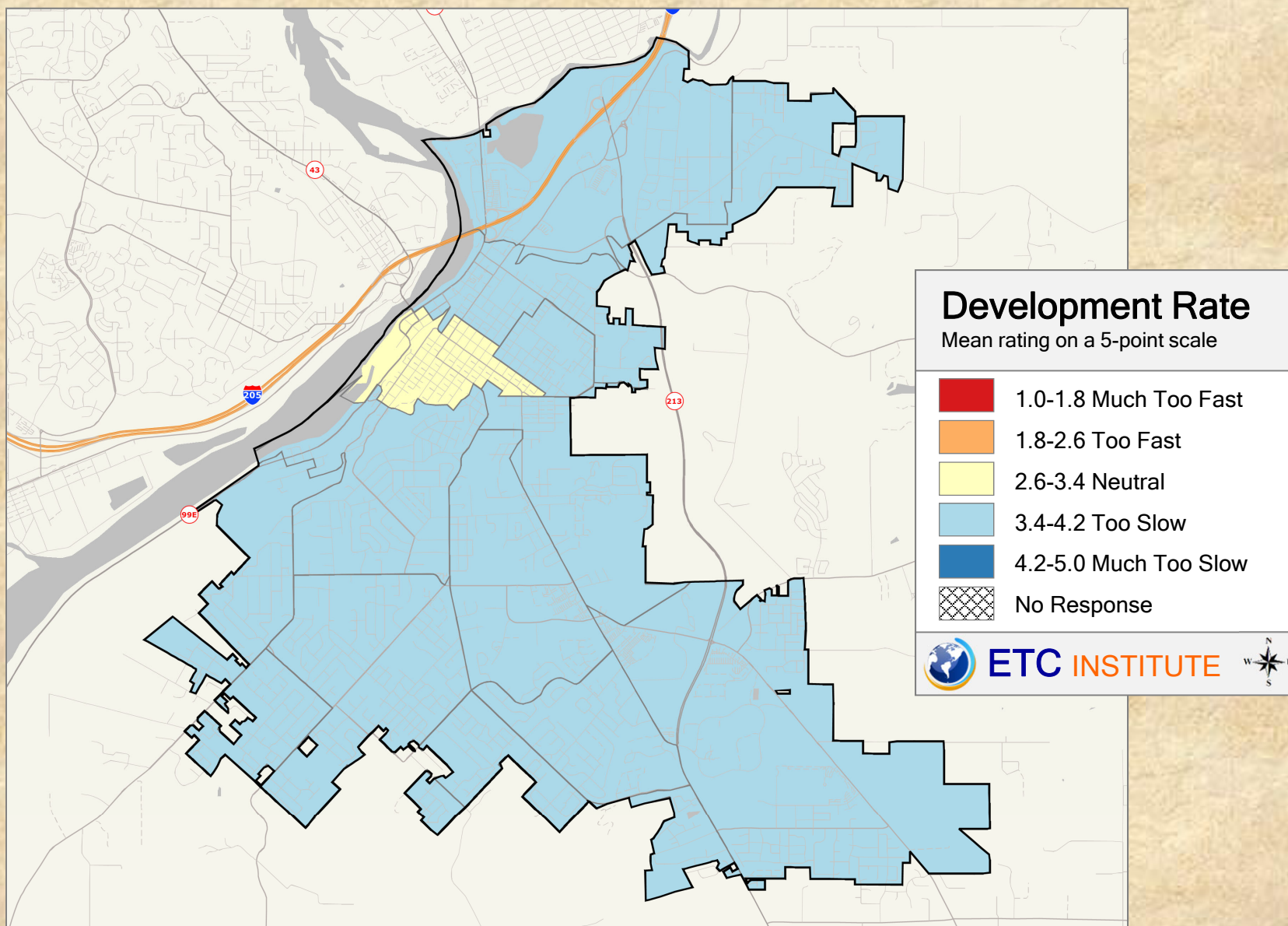
Q24. 02 Development Rate Of: Office development



2018 City of Oregon City Community Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

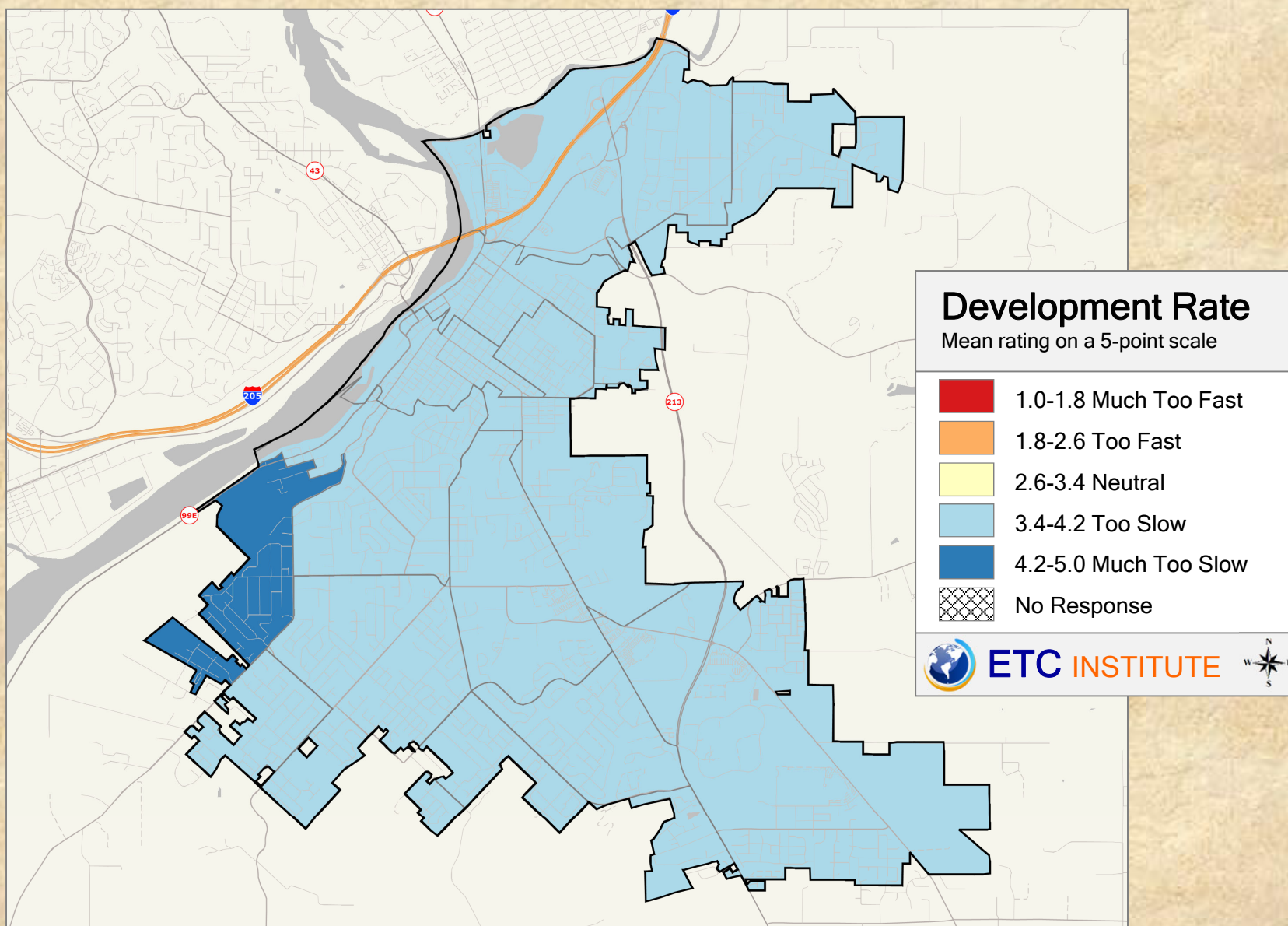
Q24. 03 Development Rate Of: Retail/Restaurants/Services



2018 City of Oregon City Community Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

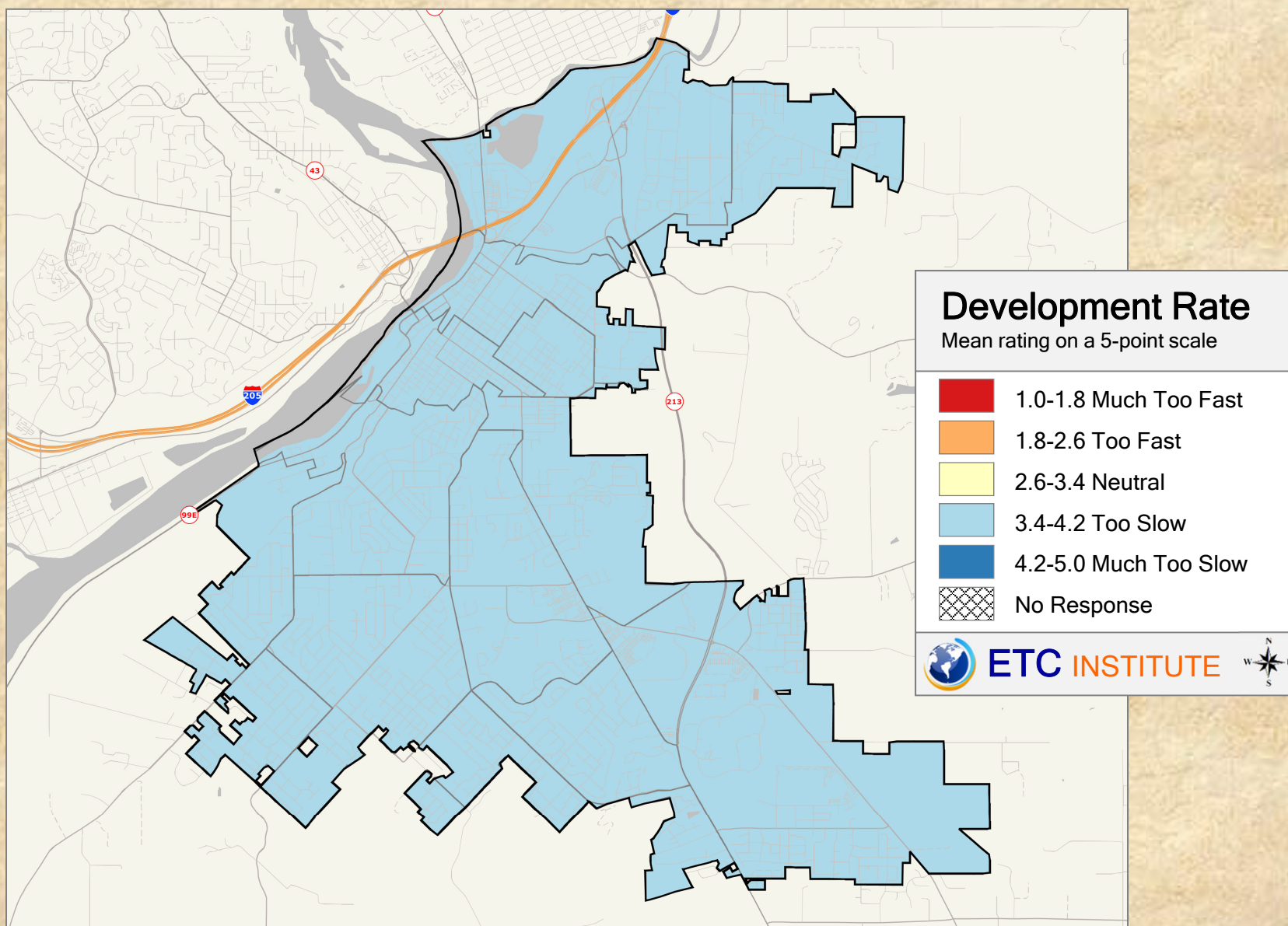
Q24. 04 Development Rate Of: Technology and other industry



2018 City of Oregon City Community Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

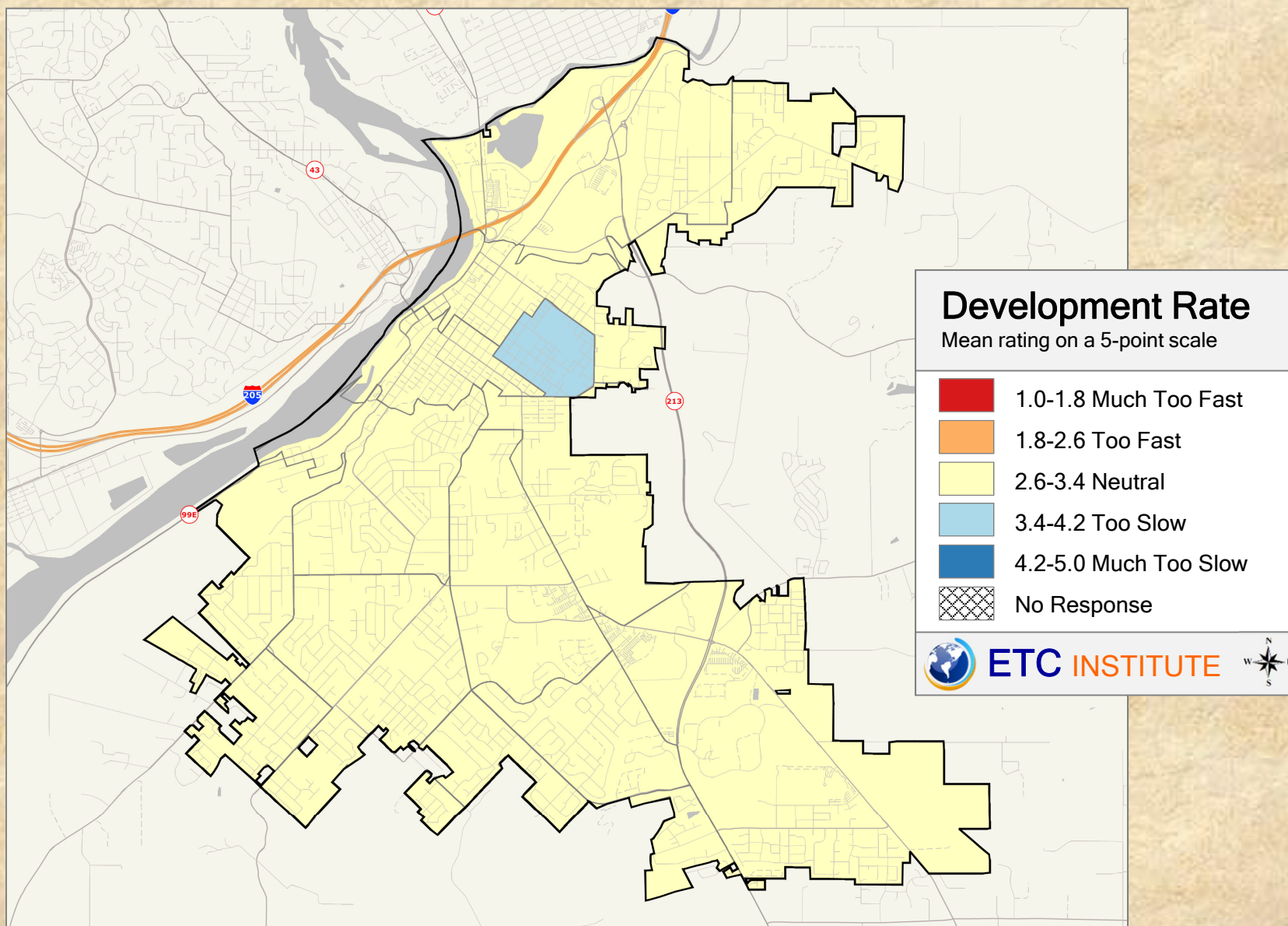
Q24. 05 Development Rate Of: Housing options for aging population



2018 City of Oregon City Community Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

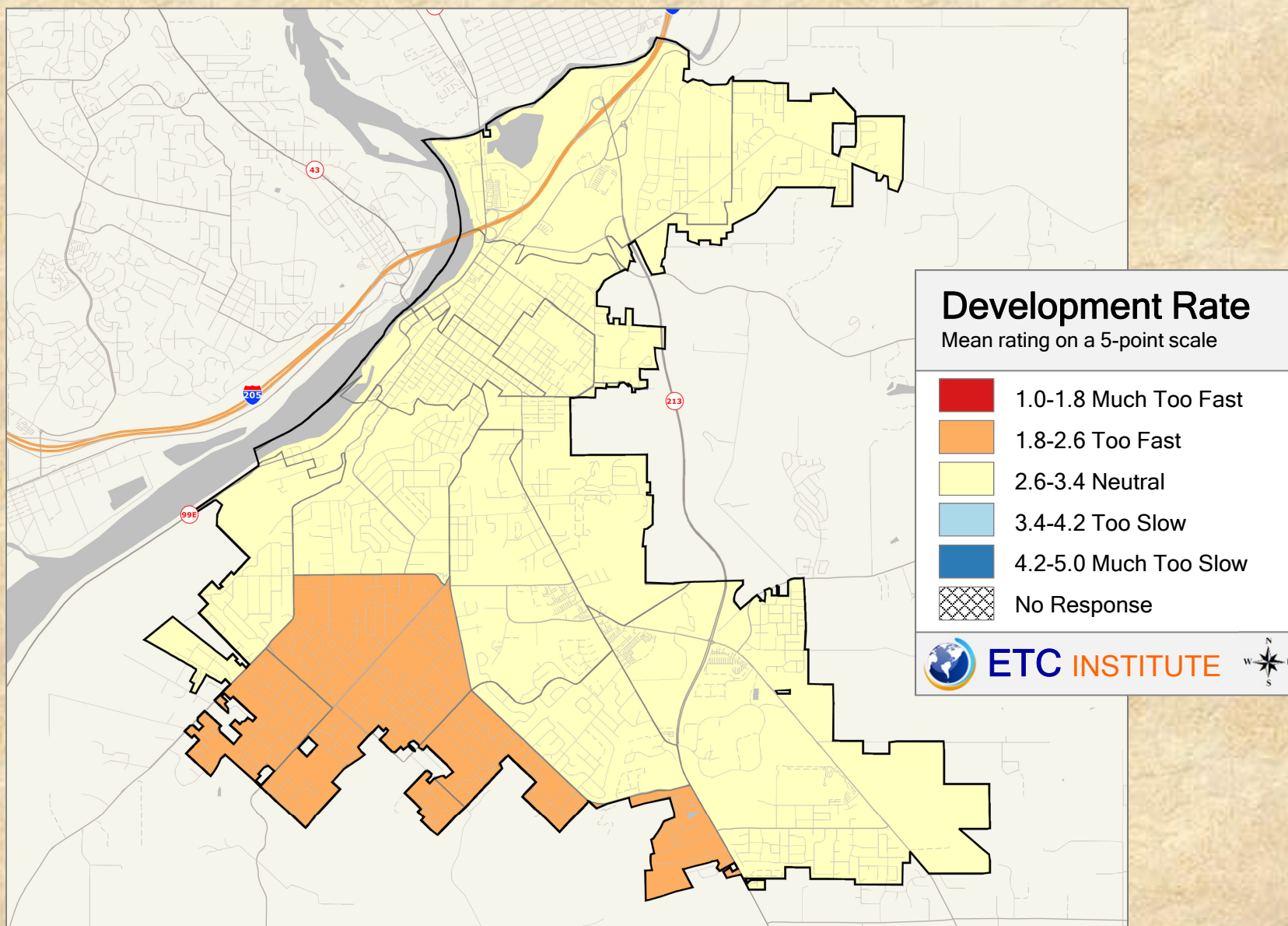
Q24. 06 Development Rate Of: Apartments



2018 City of Oregon City Community Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

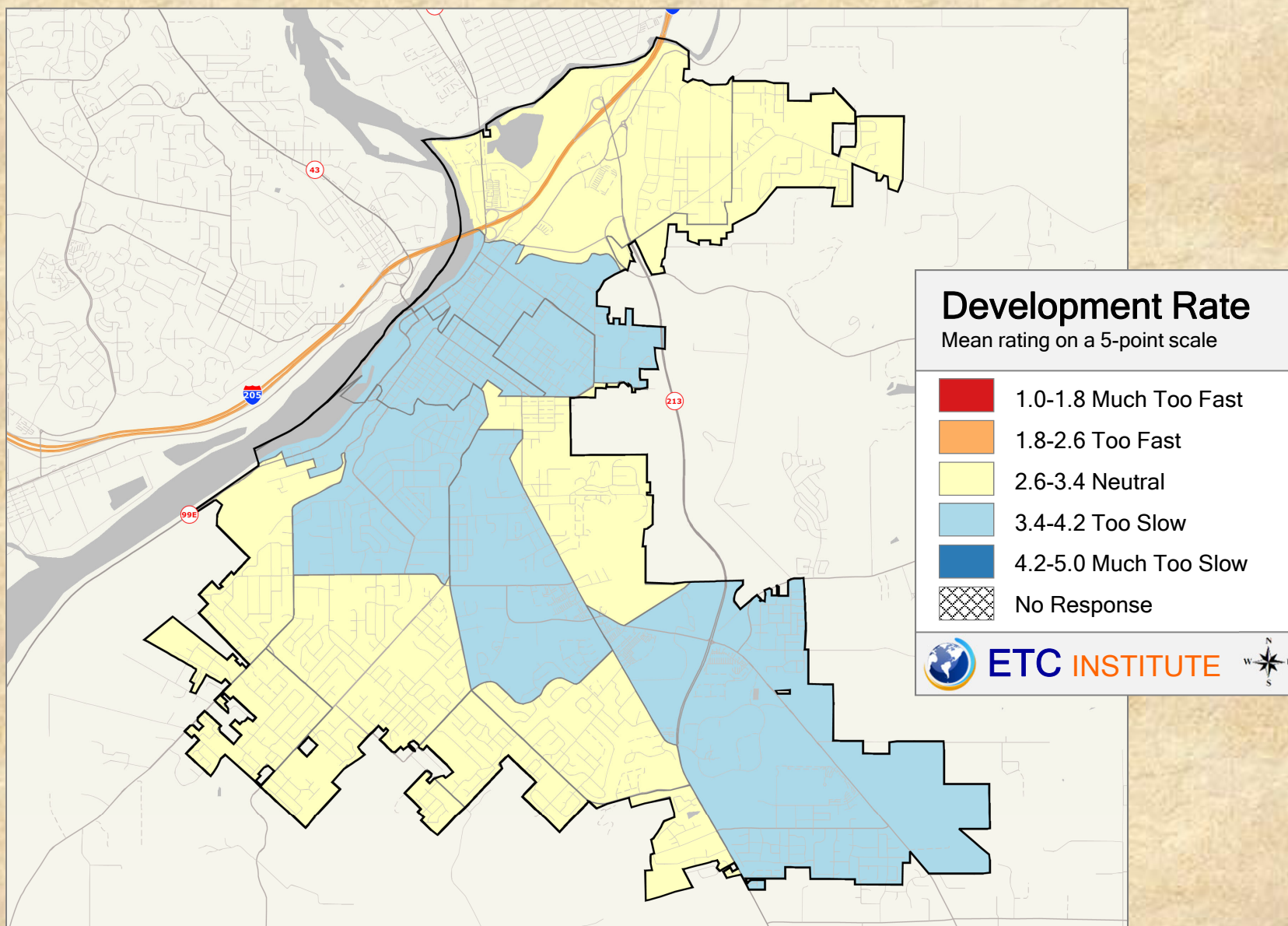
Q24. 07 Development Rate Of: Townhomes/Row houses



2018 City of Oregon City Community Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

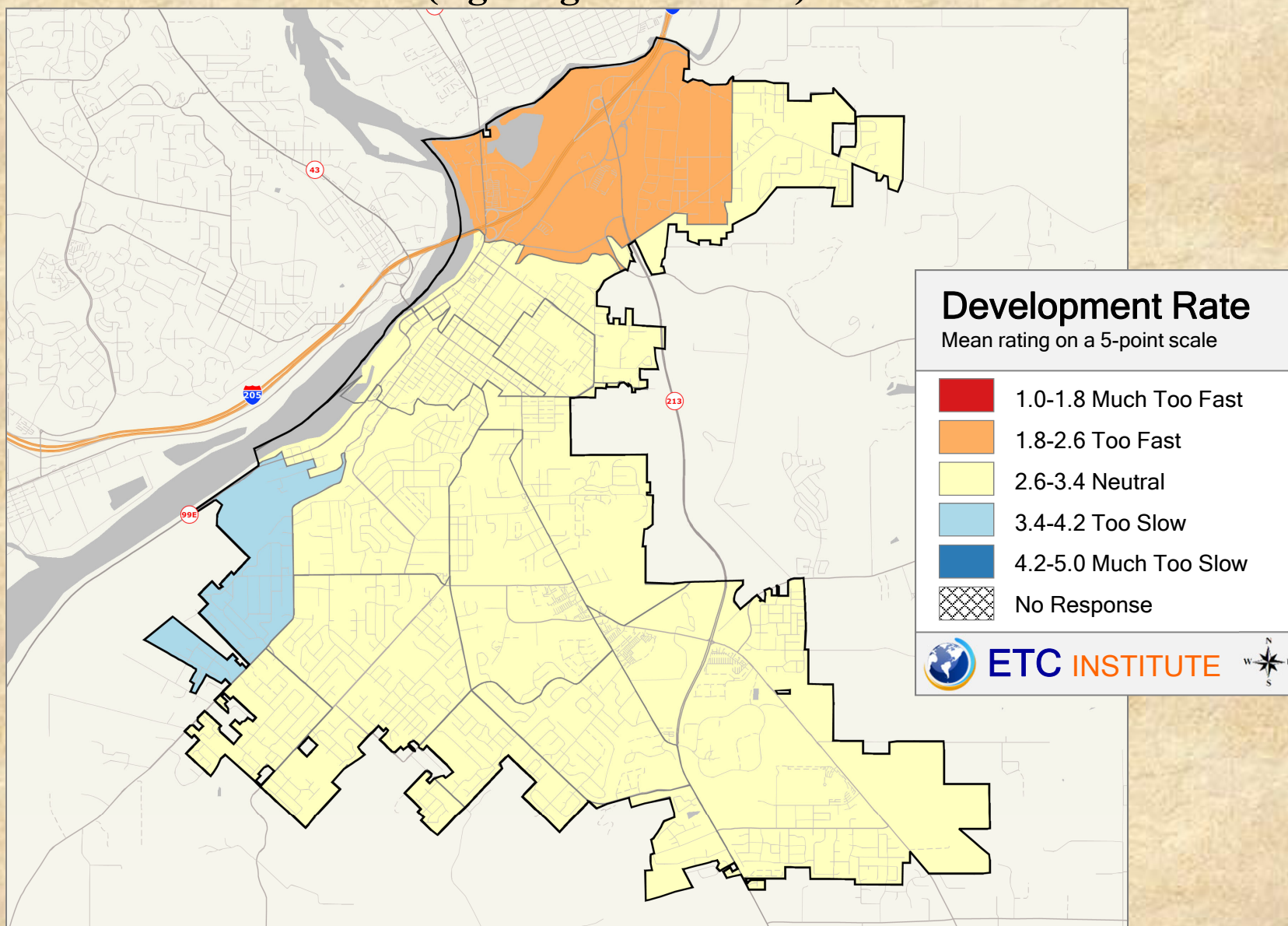
Q24. 08 Development Rate Of: Entry level single family homes



2018 City of Oregon City Community Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

Q24. 09 Development Rate Of: Single Family Homes (e.g. large lots/homes)



2018 City of Oregon City Community Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)



CITY OF OREGON CITY

Staff Report

625 Center Street
Oregon City, OR 97045
503-657-0891

To: City Commission
From: Director of Public Works, John Lewis

Agenda Date: 08/19/2020

SUBJECT:

The Guaranteed Maximum Price (GMP) and Construction for the Public Works and Parks Operations Complex Facility

STAFF RECOMMENDATION:

Move to approve the GMP proposed by Emerick Construction, and request to proceed to construct the Oregon City Operations Complex located at 13895 Fir Street.

EXECUTIVE SUMMARY:

The City is requesting approval for the construction GMP for the new Oregon City Operations Complex located at 13895 Fir Street, Oregon City, OR 97045. The Operations Complex has been designed and will be built to accommodate staff from the Public Works Engineering Group who are currently based at City Hall, from the Public Works Operations Group who are currently working out of 122 Center Street, Parks Operations Staff who operate out of the Oregon City Mountain View Cemetery, and Oregon City Facility Maintenance Staff who are currently working out of the Fir Street Building.

BACKGROUND:

The Oregon City Operations Complex has reached the final stage of the project prior to construction, which requires presentation of the GMP and requesting approval from City Commission to proceed to construction.

The project stakeholder team has been working with the design and project delivery team with attention to the long-term needs of the facility to narrow the building scope to match the expectations of the City and state codes, community expectations, and project budget. Staff are pleased to announce that with the establishment of the GMP, the project is on budget; and with the successful conclusion of the plan review and permitting processes, the team is ready to proceed to construction. After refining plans through the schematic design, design development, and 50% construction document

phases, Emerick Construction requested competitive bids for construction. The GMP was reached using these bids and adding their management and administration costs.

The proposed GMP is \$10,179,128. The overall project budget is \$12.8 million. The GMP, along with other planned project expenses, remain within budget.

OPTIONS:

1. Approve the request.
2. Deny the request.

BUDGET IMPACT:

Amount: \$10,179,128

FY(s): 2020-2021, 2021-2022

Funding Source(s): Facility Fund



AIA[®] Document A102[™] – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the Nineteenth day of August in the year Two Thousand and Twenty

(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

City of Oregon City
Delivery: 625 Center Street
Oregon City, OR 97045-2253
Mail: PO Box 3040
Oregon City, OR 97045-0304

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 Oregon City Operations Complex
13895 Fir Street
Oregon City, OR 97045

The Architect:

(Name, legal status, address and other information)

Scott Edwards Architecture
2525 E Burnside Street
Portland, OR 97214

The Owner and Contractor agree as follows.

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 A102[™]–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.

Init.

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	RELATIONSHIP OF THE PARTIES
4	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
5	CONTRACT SUM
6	CHANGES IN THE WORK
7	COSTS TO BE REIMBURSED
8	COSTS NOT TO BE REIMBURSED
9	DISCOUNTS, REBATES AND REFUNDS
10	SUBCONTRACTS AND OTHER AGREEMENTS
11	ACCOUNTING RECORDS
12	PAYMENTS
13	DISPUTE RESOLUTION
14	TERMINATION OR SUSPENSION
15	MISCELLANEOUS PROVISIONS
16	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. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 16.

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.

ARTICLE 3 RELATIONSHIP OF THE PARTIES

The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's

Init.

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interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

ARTICLE 4 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

(Check one of the following boxes.)

- ☐ 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.

§ 4.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 4.3 Substantial Completion

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

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

- ☒ Not later than Three Hundred and Ninety-Five (395) calendar days from the date of commencement of the Work.
- ☐ By the following date:

§ 4.3.2 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

§ 4.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 4.3, liquidated damages, if any, shall be assessed as set forth in Section 5.1.6.

ARTICLE 5 CONTRACT SUM

§ 5.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Contractor's Fee.

§ 5.1.1 The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work, or other provision for determining the Contractor's Fee.)

§ 5.1.1.1 Three point Seven Five (3.75%) of the Cost of Work

§ 5.1.2 The method of adjustment of the Contractor's Fee for changes in the Work:

§ 5.1.2.1 Change Order Fee: Increase of Three point Seven Five percent (3.75%) of the Cost of the Work for Change Orders issued subsequent to the Guaranteed Maximum Price. In the computation of Savings Participation, fee adjustment shall be provided as stipulated in Subparagraph 5.2.1.1 of this Agreement

§ 5.1.3 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

§ 5.1.3.1 Subcontractor Change Order Fee: Increase of Ten percent (10.00%) of the Cost of the Work for Change Orders issued subsequent to the Guaranteed Maximum Price.

§ 5.1.4 Rental rates for Contractor-owned equipment shall not exceed Seventy-five percent (75.00 %) of the standard rental rate paid at the place of the Project.

§ 5.1.5 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit (\$0.00)
None		

§ 5.1.6 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

Contractor acknowledges and agrees that completion of the Work in accordance with the Contract Time is critical to the Owner's desire and requirement to complete the Project. The inability of the Owner to realize completion in accordance with the Contract Time will result in significant additional costs. Subject to any adjustment in Contract Time approved pursuant to Article 8 of the General Conditions, Contractor shall be subject to payment of liquidated damages as provided in Subparagraph 5.1.6.1.

(Paragraphs deleted)

§ 5.1.6.1 Time is of the essence of this Contract. The parties agree that if the Work constructed under the terms of this Agreement as required by the Contract Documents is not completed within the applicable Contract Time, damage will be sustained by the Owner. These damages would include, but not be limited to, lost service to the public, project management, and other operational costs. The parties agree that proving such damages would be difficult because the various financial impacts on and economic losses to the Owner represent a combination of actual costs, costs difficult to determine in advance at the time the Owner-Contractor Agreement was formulated, and other factors that cannot be readily or finally ascertained. The parties also agree that fixing a reasonable amount as liquidated damages is a convenient way for the parties to settle any dispute concerning Owner's damages resulting from Contractor's failure to complete the work on time, that it is a convenient way for the Owner to obtain an adequate remedy and, that it enables both parties to avoid the expenses and delays involved in litigating the matter and proving the actual damage suffered by the Owner. It is therefore agreed that Contractor shall pay the Owner, not as a penalty, but as liquidated damages, the per-diem amount set forth below in Subparagraph 5.1.6.2 for each calendar day elapsed beyond the specified date for Substantial Completion. The parties agree that the per-diem amount is reasonable in light of the anticipated harm that would be caused by the Contractor's failure to complete the Work within the applicable Contract Time, the difficulty of proving the Owner's loss and the inconvenience of otherwise obtaining an adequate remedy. Permitting the Contractor to continue and finish the Work, or any part thereof, alter a specified date of Substantial Completion shall in no way operate as a waiver on the part of the Owner of any of the Owner's rights under the Contract. Payment of liquidated damages shall not release the Contractor from obligation in respect to the fulfillment of the entire Contract. It is the intent of the parties that the liquidated damages specified herein be full and complete payment only for failure of the Contractor to complete the Work on time as required by Contract Documents. Liquidated damages amounts may be withheld by the Owner from any partial or final payment due the Contractor.

The per diem amount of liquidated damages shall be as follows:

§ 5.1.6.2 For failure to achieve Substantial Completion and obtain a temporary or permanent Certificate of Occupancy for the entire Work constructed under the terms of this Agreement on or prior to the date established: One Thousand Dollars (\$1,000.00) per day for which Substantial Completion has not been met.

§ 5.2 Guaranteed Maximum Price

§ 5.2.1 The Contract Sum is guaranteed by the Contractor not to exceed Ten Million One Hundred Seventy Nine Thousand One Hundred Twenty Eight Dollars and Zero Cents (\$ 10,179,128.00), subject to additions and deductions by Change Order as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.

§ 5.2.1.1 Savings Participation: If the sum of Cost of the Work plus the Contractor's Fee at Three point Seven Five percent (3.5%) is less than the individual Guaranteed Maximum Price, as adjusted by subsequent Change Orders, Zero percent (0.00%) of any savings shall be due to the Contractor and One Hundred percent (100.00%) shall be returned to the Owner. Any savings will be determined on the final Cost of the Work and related Contractor's Fee for the entire individual Work, as determined pursuant to Paragraph 12.2 of the Agreement. A Guaranteed Maximum Price may include certain allowance items outlined in Subparagraph 5.2.3 of this Agreement. If an allowance item has a final cost less than the stated allowance for such item, then Contractor shall be not entitled to any of the savings related to that allowance as provided in this Subparagraph 5.2.1.1 but, rather, the Guaranteed Maximum Price shall be adjusted such that 100 percent of the savings (the unused portion of the allowance plus costs outlined in General Conditions Subparagraph 3.8.2.2 and the corresponding Contractor's fee) related to the allowance will be returned to the Owner. Savings shall be reconciled and credited at the time of final payment.

§ 5.2.2 Alternates

§ 5.2.2.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
None	

§ 5.2.2.2 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
None		

§ 5.2.3 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

Item	Price
Refer to Exhibit A - Allowances	

§ 5.2.3.1 Allowances shall be administered according to the provisions of Paragraph 3.8 of the General Conditions, this Subparagraph 5.2.3.1 and Subparagraph 5.2.1.1 of this Agreement.

§ 5.2.3.1.1 Changes in the Work may be made by allocations of the "Change Allowance" that is set forth in the Guaranteed Maximum Price. Such changes shall be limited to those involving an increase or decrease in the Cost of the Work, the sum total of which shall not exceed the amount set forth in Subparagraph 5.2.3 of this Agreement. No changes involving an extension in the Contract Time shall be made by allocations of the Change Allowance.

§ 5.2.3.1.2 Changes in the Work made by allocations of the Change Allowance shall be either (i) as agreed upon by the Owner and Contractor in advance of said change at a Construction Team Meeting and memorialized in the minutes of such meeting prepared by the Owner's Project Manager or (ii) as otherwise agreed upon by the Owner and Contractor in writing in advance of said change. The Owner's Project Manager shall keep a written record of such changes made by allocations of the Change Allowance, including but not limited to the cumulative total dollar amount of all such allocations. No change by allocation of the Change Allowance shall be made if the cumulative dollar amount of the allocation and all prior allocations would exceed the amount of the Change Allowance.

§ 5.2.3.1.3 Consistent with General Conditions Subparagraph 7.1.2, all changes in the Work made by allocations of the Change Allowance that involve a change in the physical characteristics of the Work shall be accompanied by a

Modification of the Construction Documents prepared and signed by the Architect and issued by the Owner's Project Manager. However, as applied to changes made by allocations of the Change Allowance, the phrase "Modification of the Construction Documents prepared and signed by the Architect" shall mean a change in the Construction Documents either (i) as approved by the Architect in advance of said change at a Construction Team Meeting and memorialized in the minutes of such meeting prepared by the Owner's Project Manager or (ii) as otherwise prepared or approved by the Architect in writing and issued by the Owner's Project Manager in advance of said change.

§ 5.2.4 Assumptions, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption.)

Exhibit G - The Guaranteed Maximum Price Proposal from Emerick Construction Company dated August 11, 2020 and based on the 50% Construction Drawings and Specifications. The GMP will be reconciled against the final 100% Construction Drawings and Specifications but will not increase the value of the GMP that has been agreed to under this Agreement.

§ 5.2.5 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 5.2.6 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in Section 5.2.4. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions contained in Section 5.2.4 and the revised Contract Documents.

ARTICLE 6 CHANGES IN THE WORK

§ 6.1 Adjustments to the Guaranteed Maximum Price on account of changes in the Work may be determined by any of the methods listed in Article 7 of AIA Document A201™-2017, General Conditions of the Contract for Construction.

§ 6.2 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201-2017, as they refer to "cost" and "fee," and not by Articles 5, 7 and 8 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201-2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Contractor's Fee as defined in Section 5.1.1 of this Agreement.

§ 6.4 If no specific provision is made in Article 5 for adjustment of the Contractor's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Article 5 will cause substantial inequity to the Owner or Contractor, the Contractor's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COSTS TO BE REIMBURSED

§ 7.1 Cost of the Work

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Contractor in the proper performance of the Work. The Cost of the Work shall include only the items set forth in this Article 7. No Cost of the Work in excess of the Guaranteed Maximum Price shall be reimbursed except as described in this section.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Contractor shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard paid at the place of the Project, except with prior approval of the Owner.

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§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Contractor to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops. Wage rates computed by the combination of this Subparagraph 7.2.1 and Subparagraph 7.2.4 shall be delineated in the Guaranteed Maximum Price. In the event the Contractor employs a person for whom there is no rate delineated, Contractor shall compute the appropriate rate for the position and submit it in writing to the Owner for approval and, if agreed upon, incorporation by Change Order.

§ 7.2.2 Wages or salaries of the Contractor's Senior Project Manager and Project Manager when stationed at the Contractor's principal office but only for that portion of their time required for the Work, and wages or salaries of the Contractor's supervisory (Senior Project Manager, Project Manager, Superintendent and Foremen) and administrative personnel when stationed at the site with the Owner's approval. Wage rates as computed by the combination of this Subparagraph 7.2.2 and Subparagraph 7.2.4 shall be delineated in the Guaranteed Maximum Price. In the event the Contractor employs a person for whom there is no rate listed, Contractor shall compute the appropriate rate for the position and submit it in writing to the Owner for approval and, if agreed upon, incorporation by Change Order.

§ 7.2.2.1 Wages or salaries of the Contractor's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

Refer to Exhibit B – 2020 Billable Hourly Labor Rates

§ 7.2.3 Wages or salaries of the Contractor's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work. Wage rates as computed by the combination of this Subparagraph 7.2.3 and Subparagraph 7.2.4 shall be delineated in the Guaranteed Maximum Price. In the event the Contractor employs a person for whom there is no rate listed, Contractor shall compute the appropriate rate for the position and submit it in writing to the Owner for approval and, if agreed upon, incorporation by Change Order.

§ 7.2.4 Costs paid or incurred by the Contractor, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments, and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs

Payments made by the Contractor to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Contractor. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Contractor at the site and fully consumed in the performance of the Work. Costs of materials, supplies,

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temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Contractor shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Contractor at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Contractor, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Contractor's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 7.6.1.1 . Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval. Contractor's general liability insurance and umbrella coverage for this Project will be purchased as part of the annual policy covering Contractor's operations for the policy period and renew yearly. In that future rates cannot be forecasted, and in consideration that this Project could span more than one policy year, insurance costs directly attributed to this Contract will initially be charged to the Project at the current rate of one percent (1.00%) of the Cost of the Work. Upon the Contractor's insurance renewal date, the percentage rate of the Cost of the Work for insurance costs will be adjusted, either higher or lower, to reflect the change in Contractor's premium that is directly attributed to this Contract. Likewise, upon the Contractor's insurance renewal date, the GMP shall be increased or decreased by Change Order by an amount computed as (1) the scheduled value of the Cost of the Work multiplied by (2) the percentage of incomplete Work as determined from the Contractor's application for payment immediately preceding the Contractor's insurance renewal date, multiplied by (3) the change, positive or negative, in the percentage rate of the Cost of the Work for insurance costs.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Contractor, with the Owner's prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Contractor is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Contractor is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201-2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Contractor resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Contractor had reason to believe that the required design, process or product was an infringement of a copyright or a patent, and the Contractor failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201-2017.

The costs of legal defenses, judgments, and settlements, shall not be included in the Cost of the Work used to calculate the Contractor's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Contractor's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Contractor, reasonably incurred by the Contractor after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Contractor's standard written personnel policy for relocation and temporary living allowances of the Contractor's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Contractor's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201-2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Contractor, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Contractor, and only to the extent that the cost of repair or correction is not recovered by the Contractor from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Contractor; (2) any entity in which any stockholder in, or management employee of, the Contractor holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Contractor; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Contractor.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Contractor and a related party, the Contractor shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Contractor shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 10. If the Owner fails to authorize the transaction in writing, the Contractor shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 10.

ARTICLE 8 COSTS NOT TO BE REIMBURSED

§ 8.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Contractor's personnel stationed at the Contractor's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 15;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Contractor or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;

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- .3 Expenses of the Contractor's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Article 7;
- .5 The Contractor's capital expenses, including interest on the Contractor's capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Contractor, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Article 7; and
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded.

ARTICLE 9 DISCOUNTS, REBATES AND REFUNDS

§ 9.1 Cash discounts obtained on payments made by the Contractor shall accrue to the Owner if (1) before making the payment, the Contractor included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Contractor with which to make payments; otherwise, cash discounts shall accrue to the Contractor. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Contractor shall make provisions so that they can be obtained.

§ 9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 10 SUBCONTRACTS AND OTHER AGREEMENTS

§ 10.1 Those portions of the Work that the Contractor does not customarily perform with the Contractor's own personnel shall be performed under subcontracts or other appropriate agreements with the Contractor. The Owner may designate specific persons from whom, or entities from which, the Contractor shall obtain bids. The Contractor shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Contractor shall deliver such bids to the Owner, Owners's Project Manager and Architect. The Contractor shall procure a minimum of (3) competitive bids for each subcontract for which the costs of the subcontracted work will exceed \$50,000. The Owner shall then determine, with the advice of the Contractor, Owner's Project Manager and the Architect, which bids will be accepted. The Contractor shall not be required to contract with anyone to whom the Contractor has reasonable objection.

§ 10.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Contractor; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Contractor may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Contractor and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 10.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Contractor shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Contractor in Article 11.

ARTICLE 11 ACCOUNTING RECORDS

The Contractor shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Contractor's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Contractor shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

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ARTICLE 12 PAYMENTS

§ 12.1 Progress Payments

§ 12.1.1 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.

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

§ 12.1.3 Provided that an Application for Payment is received by the Architect not later than the twenty-eighth (28th) day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the tenth (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.)

§ 12.1.4 With each Application for Payment, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee.

§ 12.1.5 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 Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Contractor's Fee. The portion of the GMP allocated to contingency and not otherwise allocated to another line item or included in a Change Order shall not be spent without prior written authorization of the Owner or Owner's Project Manager.

§ 12.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner, Owner's Project Manager or Architect may require. The schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 12.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 12.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 12.1.5.3 When the Contractor allocates costs from a contingency to another line item in the schedule of values, the Contractor shall submit supporting documentation to the Architect.

§ 12.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Contractor on account of that portion of the Work and for which the Contractor has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 12.1.7 In accordance with AIA Document A201-2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

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

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201 2017 as modified;

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- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .4 The Contractor's Fee, computed upon the Cost of the Work described in the preceding Sections 12.1.7.1.1 and 12.1.7.1.2 at the rate stated in Section 5.1.1 or, if the Contractor's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 12.1.7.1.1 and 12.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 12.1.7.2 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;
- .5 The shortfall, if any, indicated by the Contractor in the documentation required by Section 12.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 12.1.8.

§ 12.1.8 Retainage

§ 12.1.8.1 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:

(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.)

Five percent (5.00%)

§ 12.1.8.1.1 The following items are not subject to retainage:

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

None

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

(If the retainage established in Section 12.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

Early partial release of retainage at any time shall be only as agreed upon by the Owner and Contractor.

§ 12.1.8.3 Except as set forth in this Section 12.1.8.3, 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 12.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

None

§ 12.1.9 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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§ 12.1.10 Except with the Owner's prior written approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 12.1.11 The Owner and the Contractor shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

§ 12.1.12 In taking action on the Contractor's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 12.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 12.2 Final Payment

§ 12.2.1 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;
- .2 the Contractor has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 12.2.2.

§ 12.2.2 Within 30 days of the Owner's receipt of the Contractor's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 12.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 12.2.2.2 Within seven days after receipt of the written report described in Section 12.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 12.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Contractor, or notify the Contractor and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 12.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Contractor's final accounting.

§ 12.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Contractor's final accounting, is less than claimed by the Contractor, the Contractor shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Contractor within 30 days after the Contractor's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Contractor. Pending a final resolution of the disputed amount, the Owner shall pay the Contractor the amount certified in the Architect's final Certificate for Payment.

§ 12.2.3 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:

Savings pursuant to Subparagraph 5.2.1.1 shall be reconciled and credited to the Project at the time of final payment.

§ 12.2.4 If, subsequent to final payment, and at the Owner's request, the Contractor incurs costs, described in Article 7 and not excluded by Article 8, to correct defective or nonconforming Work, the Owner shall reimburse the Contractor for such costs, and the Contractor's Fee applicable thereto, on the same basis as if such costs had been incurred prior to

final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 5.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 12.2.4 in determining the net amount to be paid by the Owner to the Contractor.

§ 12.3 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.
(Insert rate of interest agreed upon, if any.)

1.00 % One percent

ARTICLE 13 DISPUTE RESOLUTION

§ 13.1 Initial Decision Maker

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

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

§ 13.2 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:

(Check the appropriate box.)

- ☒ [X] Arbitration pursuant to Section 15 of AIA Document A201–2017
- ☐ [] Litigation in a court of competent jurisdiction
- ☐ [] Other (Specify)

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.

ARTICLE 14 TERMINATION OR SUSPENSION

§ 14.1 Termination

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

§ 14.1.2 Termination by the Owner for Cause

§ 14.1.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Contractor under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Contractor to the date of termination;
- .2 Add the Contractor's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1.1 or, if the Contractor's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

Init.

§ 14.1.2.2 The Owner shall also pay the Contractor fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Contractor that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 14.1.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Contractor shall, as a condition of receiving the payments referred to in this Article 14, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Contractor, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such subcontracts or purchase orders.

§ 14.1.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for 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.)

Zero (0) Termination fee

§ 14.2 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Contractor's Fee as described in Article 5 and Section 6.4 of this Agreement.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 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.

§ 15.2 The Owner's representative:

(Name, address, email address and other information)

PlanB Cost Consultancy LLC
Attn: Gerard Mulrooney, Project Manager / Owners Representative
696 McVey Avenue, Suite 202
Lake Oswego, OR 97034
503-850-9876

§ 15.3 The Contractor's representative:

(Name, address, email address and other information)

Emerick Construction Company
Attn: Jordan Fell, Special Projects Director
7855 SW Mohawk Street
Tualatin, OR 97062
503-777-5531

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

§ 15.5 Insurance and Bonds

§ 15.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A102™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

Init.

§ 15.5.2 The Contractor shall provide bonds as set forth in AIA Document A102™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 15.6 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, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 15.7 Other provisions:

- .1 Pay the Oregon prevailing rate of wage as required by ORS 279C.830(1)(a),
- .2 Make payment promptly, as due, to all persons supplying to Contractor labor and materials for the prosecution of the services to be provided pursuant to this Agreement.
- .3 Pay all contributions or amounts due to the State Accident Insurance Fund incurred in the performance of this Agreement.
- .4 Make prompt payment for all medical services for which the contractor has agreed to pay, and for all amounts for which the contractor collects or deducts from the worker's wages.
- .5 Not permit any lien or claim to be filed or prosecuted against City on account of any labor or materials furnished.
- .6 Be responsible for all federal, state, and local taxes applicable to any compensation or payments paid to Contractor under this Agreement and, unless Contractor is subject to back-up withholding, City will not withhold from such compensation or payments any amount(s) to cover Contractor's federal or state tax obligation.
- .7 Pay all employees at least time and one-half for all overtime worked in excess of forty (40) hours in any one week, except for individuals excluded under ORS 653.100 to 6J3.261 or under 29 U.S.C. §§ 201 to 209 from receiving overtime. Contractor shall give written notice to the workers of the number of hours per day and days per week they may be required to work.
- .8 Shall comply with ORS 656.017, which requires provision of workers' compensation coverage for all workers.
- .9 File a public works bond with the Construction Contractors Board before starting work on the Project unless exempt.
- .10 Include in every subcontract a provision requiring the subcontractor to have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt.

ARTICLE 16 ENUMERATION OF CONTRACT DOCUMENTS

§ 16.1 This Agreement is comprised of the following documents:

- .1 AIA Document A102™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A102™–2017, Exhibit A, Insurance and Bonds
Refer to Exhibit F – Proof of Bond and Insurance
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

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

E203 – 2013 is not applicable.

- .5 Drawings

Init.

Number	Title	Date
	Refer to Exhibit D – List of Documents – 50% Construction Drawings and Specifications	

.6 Specifications

Section	Title	Date	Pages
	Refer to Exhibit D – List of Documents – 50% Construction Drawings and Specifications		

.7 Addenda, if any:

Number	Date	Pages
	Refer to Exhibit D – List of Documents – 50% Construction Drawings and Specifications	

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 16.

.8 Other Exhibits:
(Check all boxes that apply.)

☐ 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:

(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 A – Allowances
Exhibit B – 2020 Billable Hourly Labor Rates
Exhibit C – 2020 Equipment Rental Rate Sheet
Exhibit D – List of Documents – 50% Construction Drawings and Specifications
Exhibit E – Guaranteed Maximum Price (GMP)
Exhibit F – Proof of Bond and Insurance

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

Init.

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User Notes:

OWNER (Signature)

(Printed name and title)

CONTRACTOR (Signature)

(Printed name and title)

Init.

/

Additions and Deletions Report for AIA® Document A102™ – 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.

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 18:18:33 ET on 08/11/2020.

PAGE 1

AGREEMENT made as of the Nineteenth day of August in the year Two Thousand and Twenty

...

City of Oregon City
Delivery: 625 Center Street
Oregon City, OR 97045-2253
Mail: PO Box 3040
Oregon City, OR 97045-0304

...

Emerick Construction Company
7855 SW Mohawk Street
Tualatin, OR 97062

...

City of Oregon City Operations Complex
13895 Fir Street
Oregon City, OR 97045

...

Scott Edwards Architecture
2525 E Burnside Street
Portland, OR 97214

PAGE 3

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

...

☒ Not later than Three Hundred and Ninety-Five (395) calendar days from the date of commencement of the Work.

...

§ 5.1.1.1 Three point Seven Five (3.75%) of the Cost of Work

...

§ 5.1.2.1 Change Order Fee: Increase of Three point Seven Five percent (3.75%) of the Cost of the Work for Change Orders issued subsequent to the Guaranteed Maximum Price. In the computation of Savings Participation, fee adjustment shall be provided as stipulated in Subparagraph 5.2.1.1 of this Agreement

PAGE 4

§ 5.1.3.1 Subcontractor Change Order Fee: Increase of Ten percent (10.00%) of the Cost of the Work for Change Orders issued subsequent to the Guaranteed Maximum Price.

§ 5.1.4 Rental rates for Contractor-owned equipment shall not exceed Seventy-five percent (75.00 %) of the standard rental rate paid at the place of the Project.

...

None

...

Contractor acknowledges and agrees that completion of the Work in accordance with the Contract Time is critical to the Owner's desire and requirement to complete the Project. The inability of the Owner to realize completion in accordance with the Contract Time will result in significant additional costs. Subject to any adjustment in Contract Time approved pursuant to Article 8 of the General Conditions, Contractor shall be subject to payment of liquidated damages as provided in Subparagraph 5.1.6.1.

~~§ 5.1.7 Other:~~

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

§ 5.1.6.1 Time is of the essence of this Contract. The parties agree that if the Work constructed under the terms of this Agreement as required by the Contract Documents is not completed within the applicable Contract Time, damage will be sustained by the Owner. These damages would include, but not be limited to, lost service to the public, project management, and other operational costs. The parties agree that proving such damages would be difficult because the various financial impacts on and economic losses to the Owner represent a combination of actual costs, costs difficult to determine in advance at the time the Owner-Contractor Agreement was formulated, and other factors that cannot be readily or finally ascertained. The parties also agree that fixing a reasonable amount as liquidated damages is a convenient way for the parties to settle any dispute concerning Owner's damages resulting from Contractor's failure to complete the work on time, that it is a convenient way for the Owner to obtain an adequate remedy and, that it enables both parties to avoid the expenses and delays involved in litigating the matter and proving the actual damage suffered by the Owner. It is therefore agreed that Contractor shall pay the Owner, not as a penalty, but as liquidated damages, the per-diem amount set forth below in Subparagraph 5.1.6.2 for each calendar day elapsed beyond the specified date for Substantial Completion. The parties agree that the per-diem amount is reasonable in light of the anticipated harm that would be caused by the Contractor's failure to complete the Work within the applicable Contract Time, the difficulty of proving the Owner's loss and the inconvenience of otherwise obtaining an adequate remedy. Permitting the Contractor to continue and finish the Work, or any part thereof, alter a specified date of Substantial Completion shall in no way operate as a waiver on the part of the Owner of any of the Owner's rights under the Contract. Payment of liquidated damages shall not release the Contractor from obligation in respect to the fulfillment of the entire Contract. It is the intent of the parties that the liquidated damages specified herein be full and complete payment only for failure of the Contractor to complete the Work on time as required by Contract Documents. Liquidated damages amounts may be withheld by the Owner from any partial or final payment due the Contractor

The per diem amount of liquidated damages shall be as follows:

§ 5.1.6.2 For failure to achieve Substantial Completion and obtain a temporary or permanent Certificate of Occupancy for the entire Work constructed under the terms of this Agreement on or prior to the date established: One Thousand Dollars (\$1,000.00) per day for which Substantial Completion has not been met.

§ 5.2.1 The Contract Sum is guaranteed by the Contractor not to exceed Ten Million One Hundred Seventy Nine Thousand One Hundred Twenty Eight Dollars and Zero Cents (\$ 10,179,128.00), subject to additions and deductions by Change Order as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.

§ 5.2.1.1 Savings Participation: If the sum of Cost of the Work plus the Contractor's Fee at Three point Seven Five percent (3.5%) is less than the individual Guaranteed Maximum Price, as adjusted by subsequent Change Orders, Zero percent (0.00%) of any savings shall be due to the Contractor and One Hundred percent (100.00%) shall be returned to the Owner. Any savings will be determined on the final Cost of the Work and related Contractor's Fee for the entire individual Work, as determined pursuant to Paragraph 12.2 of the Agreement. A Guaranteed Maximum Price may include certain allowance items outlined in Subparagraph 5.2.3 of this Agreement. If an allowance item has a final cost less than the stated allowance for such item, then Contractor shall be not entitled to any of the savings related to that allowance as provided in this Subparagraph 5.2.1.1 but, rather, the Guaranteed Maximum Price shall be adjusted such that 100 percent of the savings (the unused portion of the allowance plus costs outlined in General Conditions Subparagraph 3.8.2.2 and the corresponding Contractor's fee) related to the allowance will be returned to the Owner. Savings shall be reconciled and credited at the time of final payment.

PAGE 5

None

...

None

...

Refer to Exhibit A - Allowances

§ 5.2.3.1 Allowances shall be administered according to the provisions of Paragraph 3.8 of the General Conditions, this Subparagraph 5.2.3.1 and Subparagraph 5.2.1.1 of this Agreement.

§ 5.2.3.1.1 Changes in the Work may be made by allocations of the "Change Allowance" that is set forth in the Guaranteed Maximum Price. Such changes shall be limited to those involving an increase or decrease in the Cost of the Work, the sum total of which shall not exceed the amount set forth in Subparagraph 5.2.3 of this Agreement. No changes involving an extension in the Contract Time shall be made by allocations of the Change Allowance.

§ 5.2.3.1.2 Changes in the Work made by allocations of the Change Allowance shall be either (i) as agreed upon by the Owner and Contractor in advance of said change at a Construction Team Meeting and memorialized in the minutes of such meeting prepared by the Owner's Project Manager or (ii) as otherwise agreed upon by the Owner and Contractor in writing in advance of said change. The Owner's Project Manager shall keep a written record of such changes made by allocations of the Change Allowance, including but not limited to the cumulative total dollar amount of all such allocations. No change by allocation of the Change Allowance shall be made if the cumulative dollar amount of the allocation and all prior allocations would exceed the amount of the Change Allowance.

§ 5.2.3.1.3 Consistent with General Conditions Subparagraph 7.1.2, all changes in the Work made by allocations of the Change Allowance that involve a change in the physical characteristics of the Work shall be accompanied by a Modification of the Construction Documents prepared and signed by the Architect and issued by the Owner's Project Manager. However, as applied to changes made by allocations of the Change Allowance, the phrase "Modification of the Construction Documents prepared and signed by the Architect" shall mean a change in the Construction Documents either (i) as approved by the Architect in advance of said change at a Construction Team Meeting and memorialized in the

minutes of such meeting prepared by the Owner's Project Manager or (ii) as otherwise prepared or approved by the Architect in writing and issued by the Owner's Project Manager in advance of said change.

PAGE 6

Exhibit G - The Guaranteed Maximum Price Proposal from Emerick Construction Company dated August 11, 2020 and based on the 50% Construction Drawings and Specifications. The GMP will be reconciled against the final 100% Construction Drawings and Specifications but will not increase the value of the GMP that has been agreed to under this Agreement.

...

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Contractor in the proper performance of the Work. The Cost of the Work shall include only the items set forth in this Article 7. No Cost of the Work in excess of the Guaranteed Maximum Price shall be reimbursed except as described in this section.

PAGE 7

§ 7.2.1 Wages or salaries of construction workers directly employed by the Contractor to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops. Wage rates computed by the combination of this Subparagraph 7.2.1 and Subparagraph 7.2.4 shall be delineated in the Guaranteed Maximum Price. In the event the Contractor employs a person for whom there is no rate delineated, Contractor shall compute the appropriate rate for the position and submit it in writing to the Owner for approval and, if agreed upon, incorporation by Change Order.

§ 7.2.2 Wages or salaries of the Contractor's Senior Project Manager and Project Manager when stationed at the Contractor's principal office but only for that portion of their time required for the Work, and wages or salaries of the Contractor's supervisory (Senior Project Manager, Project Manager, Superintendent and Foremen) and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval with the Owner's approval. Wage rates as computed by the combination of this Subparagraph 7.2.2 and Subparagraph 7.2.4 shall be delineated in the Guaranteed Maximum Price. In the event the Contractor employs a person for whom there is no rate listed, Contractor shall compute the appropriate rate for the position and submit it in writing to the Owner for approval and, if agreed upon, incorporation by Change Order.

...

Refer to Exhibit B – 2020 Billable Hourly Labor Rates

§ 7.2.3 Wages or salaries of the Contractor's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work. Wage rates as computed by the combination of this Subparagraph 7.2.3 and Subparagraph 7.2.4 shall be delineated in the Guaranteed Maximum Price. In the event the Contractor employs a person for whom there is no rate listed, Contractor shall compute the appropriate rate for the position and submit it in writing to the Owner for approval and, if agreed upon, incorporation by Change Order.

PAGE 8

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval. Contractor's general liability insurance and umbrella coverage for this Project will be purchased as part of the annual policy covering Contractor's operations for the policy period and renew yearly. In that future rates cannot be forecasted, and in consideration that this Project could span more than one policy year, insurance costs directly attributed to this Contract will initially be charged to the Project at the current rate of one percent (1.00%) of the Cost of the Work. Upon the Contractor's insurance renewal date, the percentage rate of the Cost of the Work for insurance costs will be adjusted, either higher or lower, to reflect the change in Contractor's premium that is directly attributed to this Contract. Likewise, upon the Contractor's insurance renewal date, the GMP shall be increased or decreased by Change Order by an amount computed as (1) the scheduled value of the Cost of the Work multiplied by (2) the percentage of incomplete Work as determined from the Contractor's application for payment immediately preceding the Contractor's insurance renewal date, multiplied by (3) the change, positive or negative, in the percentage rate of

the Cost of the Work for insurance costs.

PAGE 10

§ 10.1 Those portions of the Work that the Contractor does not customarily perform with the Contractor's own personnel shall be performed under subcontracts or other appropriate agreements with the Contractor. The Owner may designate specific persons from whom, or entities from which, the Contractor shall obtain bids. The Contractor shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Contractor shall deliver such bids to the Architect and Owner with an indication as to which bids the Contractor intends to accept. The Owner then has the right to review the Contractor's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 10.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Contractor of its responsibility to perform the Work in accordance with the Contract Documents. Owner, Owner's Project Manager and Architect. The Contractor shall procure a minimum of (3) competitive bids for each subcontract for which the costs of the subcontracted work will exceed \$50,000. The Owner shall then determine, with the advice of the Contractor, Owner's Project Manager and the Architect, which bids will be accepted. The Contractor shall not be required to contract with anyone to whom the Contractor has reasonable objection.

PAGE 11

§ 12.1.3 Provided that an Application for Payment is received by the Architect not later than the twenty-eighth (28th) day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the tenth (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.

...

§ 12.1.5 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 Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Contractor's Fee. The portion of the GMP allocated to contingency and not otherwise allocated to another line item or included in a Change Order shall not be spent without prior written authorization of the Owner or Owner's Project Manager.

§ 12.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner, Owner's Project Manager or Architect may require. The schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

...

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values; values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201 2017 as modified;

PAGE 12

Five percent (5.00%)

...

None

...

Early partial release of retainage at any time shall be only as agreed upon by the Owner and Contractor.

...

None
PAGE 13

Savings pursuant to Subparagraph 5.2.1.1 shall be reconciled and credited to the Project at the time of final payment.
PAGE 14

1.00 % One percent

...

☒ Arbitration pursuant to Section 15 of AIA Document A201-2017
PAGE 15

Zero (0) Termination fee

...

PlanB Cost Consultancy LLC
Attn: Gerard Mulrooney, Project Manager / Owners Representative
696 McVey Avenue, Suite 202
Lake Oswego, OR 97034
503-850-9876

...

Emerick Construction Company
Attn: Jordan Fell, Special Projects Director
7855 SW Mohawk Street
Tualatin, OR 97062
503-777-5531
PAGE 16

- .1 Pay the Oregon prevailing rate of wage as required by ORS 279C.830(1)(a).
- .2 Make payment promptly, as due, to all persons supplying to Contractor labor and materials for the prosecution of the services to be provided pursuant to this Agreement.
- .3 Pay all contributions or amounts due to the State Accident Insurance Fund incurred in the performance of this Agreement.
- .4 Make prompt payment for all medical services for which the contractor has agreed to pay, and for all amounts for which the contractor collects or deducts from the worker's wages.
- .5 Not permit any lien or claim to be filed or prosecuted against City on account of any labor or materials furnished.
- .6 Be responsible for all federal, state, and local taxes applicable to any compensation or payments paid to Contractor under this Agreement and, unless Contractor is subject to back-up withholding, City will not withhold from such compensation or payments any amount(s) to cover Contractor's federal or state tax obligation.
- .7 Pay all employees at least time and one-half for all overtime worked in excess of forty (40) hours in any one week, except for individuals excluded under ORS 653.100 to 6J3.261 or under 29 U.S.C. §§ 201 to 209 from receiving overtime. Contractor shall give written notice to the workers of the number of hours per day and days per week they may be required to work.
- .8 Shall comply with ORS 656.017, which requires provision of workers' compensation coverage for all workers.
- .9 File a public works bond with the Construction Contractors Board before starting work on the Project unless exempt.

- .10 Include in every subcontract a provision requiring the subcontractor to have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt.

...

Refer to Exhibit F – Proof of Bond and Insurance

...

E203 – 2013 is not applicable.

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Refer to Exhibit D – List of Documents – 50% Construction Drawings and Specifications

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Refer to Exhibit D – List of Documents – 50% Construction Drawings and Specifications

...

Refer to Exhibit D – List of Documents – 50% Construction Drawings and Specifications

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Exhibit A – Allowances
Exhibit B – 2020 Billable Hourly Labor Rates
Exhibit C – 2020 Equipment Rental Rate Sheet
Exhibit D – List of Documents – 50% Construction Drawings and Specifications
Exhibit E – Guaranteed Maximum Price (GMP)
Exhibit F – Proof of Bond and Insurance

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 18:18:33 ET on 08/11/2020 under Order No. 2387696942 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A102™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, 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 of Oregon City

Public Works Complex

AIA 102 – 2017 Standard Form of Agreement Between Owner and Contractor

Exhibit A - Allowances



EXHIBIT A

Allowances

Private Utilities	\$30,000
Sanitary Pipe Repair / Replace	\$5,000
Existing Fence Repair	\$15,000
AC Patch / Repair	\$25,000
BIM	\$30,000
Concrete Repair of Existing Tilt	\$20,000
Architectural Louvers	\$5,000
Acoustic Panels	\$23,040
Concrete Repair	\$5,000
Repair Siding	\$15,000
Additional Flagpole	\$20,000
One Hour Fleet Separation	\$50,000
Covered Parking	\$200,000
Estimated Work Allowance	\$50,000
Misc. Painting	\$15,000
Low Voltage	\$180,000

City of Oregon City

Public Works Complex

AIA 102 – 2017 Standard Form of Agreement Between Owner and Contractor

Exhibit B – Hourly Rates



EXHIBIT B

EMERICK 2020 / 2021 BILLABLE HOURLY LABOR RATES

Classification	Hourly Rate
Project Executive	\$95.00
Project Manager	\$90.00
General Superintendent / Safety	\$90.00
Superintendent	\$90.00
General Foreman	\$80.00
Journeyman Carpenter	\$78.00
Carpenter Apprentice	\$65.00
Laborer	\$65.00
Scheduler	\$65.00
Project Engineer	\$55.00
Field Engineer	\$55.00

City of Oregon City

Public Works Complex

AIA 102 – 2017 Standard Form of Agreement Between Owner and Contractor

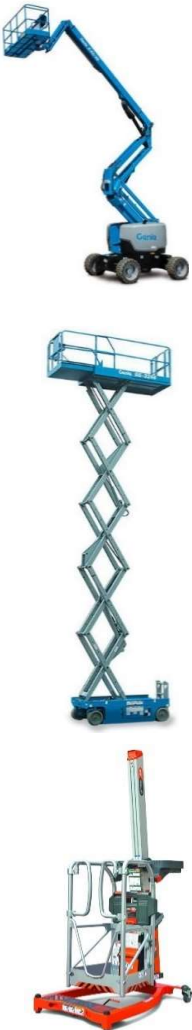
Exhibit C – Equipment Rates



EXHIBIT C

EMERICK 2020 / 2021 EQUIPMENT RENTAL RATES

See attached.

Category	Cat-Group	Description	Day	Week	4 Week
AERIAL EQUIPMENT					
Boom Lifts, Scissor Lifts Man Lift and Lift Pods 	0100020	TOWABLE 42' Z BOOM	\$137	\$410	\$1,229
	0100050	BOOM Z30/20N 30' ELECTRIC	\$234	\$644	\$1,385
	0100055	BOOM Z40/23N 40' ELECTRIC	\$254	\$722	\$1,521
	0100075	BOOM LIFT 40/45'	\$281	\$702	\$1,521
	0100076	BOOM S40/45' DUAL FUEL	\$281	\$702	\$1,521
	0100077	BOOM Z45/25 DUAL FUEL	\$281	\$702	\$1,521
	0100100	BOOM LIFT 60/65'	\$371	\$936	\$2,145
	0100101	BOOM LIFT 60/65' TRACKS	\$460	\$1,151	\$2,847
	0100102	BOOM S60/65' DUAL FUEL	\$371	\$936	\$2,145
	0100110	BOOM ATRIUM 77'	\$663	\$1,989	\$5,967
	0100125	BOOM LIFT 80/85'	\$663	\$1,638	\$4,212
	0100135	S85 DUAL FUEL	\$764	\$1,911	\$4,641
	0100160	BOOM LIFT 125'	\$1,350	\$3,150	\$9,450
	0100175	BOOM LIFT 135'	\$1,530	\$4,500	\$10,800
	0100190	BOOM LIFT 180'	\$2,700	\$6,750	\$16,200
	0100209	SCISSOR LIFT 19/20'	\$105	\$215	\$429
	0100225	SCISSOR LIFT 20' HYD DECK	\$137	\$273	\$546
	0100250	SCISSOR LIFT 26' 2632	\$144	\$293	\$585
	0100255	SCISSOR LIFT 26' 2646	\$156	\$312	\$624
	0100260	SCISSOR LIFT 26' 2669	\$187	\$371	\$741
	0100275	SCISSOR LIFT 26' RT	\$246	\$488	\$975
	0100280	SCISSOR LIFT 30' 3084ES	\$339	\$683	\$1,365
	0100290	SCISSOR LIFT 32' 3232	\$183	\$371	\$741
	0100300	SCISSOR LIFT 32' 3246	\$195	\$390	\$780
	0100305	SCISSOR LIFT 32' 3259ERT	\$215	\$429	\$858
	0100310	SCISSOR LIFT 32' 3268	\$246	\$488	\$975
	0100315	SCISSOR LIFT 40' 4047	\$246	\$566	\$1,131
	0100325	SCISSOR LIFT 32/33' RT	\$215	\$585	\$1,131
	0100350	SCISSOR LIFT 43' RT	\$339	\$683	\$1,365
	0100385	SCISSOR LIFT 60' RT	\$460	\$920	\$2,235
	0100420	SINGLE MAN LIFT SJ12	\$98	\$195	\$351
	0100425	SINGLE MAN LIFT GR20	\$117	\$234	\$468
	0100430	LIFT POD 6'	\$20	\$39	\$78
	0100435	LIFT POD 8'	\$23	\$47	\$94
	0100440	LIFT POD BATTERY	\$0	\$0	\$0
	0100455	MAN LIFT W/ JIB 26'	\$293	\$585	\$1,170
MATERIAL HANDLING					
Telehandlers Attachments 	0100445	SLC 18 MATERIAL LIFT	\$75	\$150	\$300
	0100450	SLC 24 MATERIAL LIFT	\$83	\$165	\$330
	1300075	FORKLIFT 5000LB WAREHOUSE	\$150	\$450	\$900
	1300085	6' WAREHOUSE FORKLIFT FORK EXTENSIONS	\$11	\$32	\$94
	1300125	FORKLIFT 8000LB WAREHOUSE	\$233	\$694	\$1,388
	1300150	NON MARKING TIRES 5K FORKLIFT	\$0	\$0	\$0
	1300175	FORKLIFT ATTACHMENT HOPPER	\$45	\$131	\$364
	1300180	FORKLIFT ATTACHMENT CRANE HOOK	\$45	\$143	\$394
	1350050	MACHINE SKATES 30 TON	\$53	\$161	\$488
	1400020	ROUGH TERRAIN 6K FORKLIFT	\$240	\$638	\$1,388
	1400030	FORKLIFT REACH 5,500 LB	\$281	\$713	\$1,575
	1400050	FORKLIFT REACH 6,000 LB	\$296	\$788	\$1,875
	1400125	FORKLIFT REACH 9,000 LB	\$315	\$900	\$2,700
	1400150	FORKLIFT REACH 10,000 LB	\$375	\$1,125	\$3,375
	1400175	FORKLIFT REACH 12,000 LB	\$420	\$1,256	\$3,750
	1400177	FORKLIFT REACH 15,000 LB	\$1,088	\$3,225	\$9,675
	1400180	FORKLIFT REACH 20,000 LB	\$1,125	\$3,375	\$10,125

Category	Cat-Group	Description	Day	Week	4 Week
	1400200	FORKLIFT REACH FORKS	\$0	\$0	\$0
	1400205	8' FORK TELEHANDLER EXTENSIONS	\$11	\$32	\$94
	1400210	FORKLIFT REACH TRUSS BOOM	\$38	\$124	\$364
	1400225	FORKLIFT REACH BUCKET	\$38	\$124	\$364
	1400230	FORKLIFT REACH BUCKET TH LIGHT MATERIAL	\$83	\$244	\$731
	1400235	3' TRUSS BOOM W/ 4K HYD WINCH	\$81	\$244	\$728
	1400250	FORKLIFT REACH MATERIAL HANDLING ARM	\$45	\$143	\$394
	1400260	FORKLIFT REACH FORK MOUNTED JIB BOOM	\$45	\$143	\$394
	1400275	FORKLIFT REACH LIFTING HOOK	\$45	\$146	\$405
	1400280	FORKLIFT CRANE HOOK 12K#	\$45	\$146	\$405
	1400285	MANAUL PALLET JACK 5500 LB CAP	\$19	\$38	\$75
BACKHOES					
	0800100	BACKHOE 420 4WD	\$340	\$1,020	\$2,635
	0800110	SKIP LOADER 415F	\$298	\$893	\$2,678
	0800425	COMPACTOR 420/307/307 CVP40	\$149	\$446	\$1,339
	0800450	HAMMER BACKHOE	\$383	\$1,148	\$2,550
	0800475	BROOM ANGLE	\$149	\$446	\$1,339
	2700565	BACKHOE BUCKET FORKS	\$43	\$123	\$370
COMPACTORS					
 	0900225	PLATE COMPACTOR	\$43	\$128	\$383
	0900235	PLATE COMPACTOR REV 12K-14K#	\$200	\$595	\$1,785
	0900250	RAMMER COMPACTOR	\$106	\$319	\$956
	0900275	MINI 40" SINGLE DRUM ROLLER	\$255	\$765	\$2,295
	0900050	DOUBLE DRUM ROLLER 1 TON 36"	\$183	\$553	\$1,488
	0900075	DOUBLE DRUM ROLLER CB24 47"	\$276	\$829	\$2,125
	0900085	DOUBLE DRUM ROLLER CB34 51"	\$468	\$1,403	\$4,208
	0900090	DOUBLE DRUM ROLLER CB7 59"	\$612	\$1,828	\$5,525
	0900095	DOUBLE DRUM ROLLER CB54 66"	\$808	\$2,423	\$7,268
	0900100	DOUBLE DRUM ROLLER CB54/64 XW 79"	\$808	\$2,423	\$7,268
	0900110	DOUBLE DRUM ROLLER CB64B 79"	\$880	\$2,639	\$7,918
	0900300	SINGLE DRUM ROLLER CS44/CS433 66"	\$468	\$1,403	\$3,825
	0900325	SINGLE DRUM ROLLER CS54 84"	\$638	\$1,828	\$5,058
	0900328	SINGLE DRUM ROLLERCS54 84" / BIO	\$676	\$1,955	\$5,270
	0900335	PAD SHELL KIT CS68 84"	\$213	\$638	\$1,913
	0900340	PAD SHELL KIT CS323 54"	\$128	\$383	\$1,148
	0900345	PAD SHELL KIT CS54 84"	\$213	\$638	\$1,913
	0900350	PAD SHELL KIT CS44B 66"	\$213	\$638	\$1,913
	0900355	PAD SHELL KIT CT40 40"	\$64	\$191	\$574
	0900500	PNEUMATIC ROLLER CW14	\$850	\$2,550	\$7,650
	0900550	815F SOIL COMPACTOR	\$1,440	\$4,320	\$12,960
DOZERS					
	1000076	DOZER D4	\$468	\$1,403	\$4,208
	1000080	DOZER D4 GPS	\$497	\$1,488	\$4,463
	1000101	DOZER D5K2	\$595	\$1,785	\$5,355
	1000103	DOZER D5K2 GPS	\$616	\$1,870	\$5,610
	1000105	DOZER D5G/K LGP	\$616	\$1,849	\$5,546
	1000151	DOZER D6K	\$752	\$2,250	\$6,750
	1000160	DOZER D6K LGP	\$779	\$2,363	\$7,020
	1000175	DOZER D6N	\$1,080	\$3,240	\$9,720
	1000180	DOZER D6N GPS	\$1,103	\$3,308	\$9,923
	1000200	DOZER D6N LGP	\$1,103	\$3,308	\$9,923
	1000215	DOZER D6N LGP BIO	\$1,035	\$3,240	\$9,540
	1000225	DOZER D6T	\$1,260	\$3,780	\$11,340
	1000230	DOZER D7E	\$1,508	\$4,500	\$13,500
	1000250	DOZER D8	\$2,115	\$6,300	\$18,900
	1000270	DOZER D8 GPS	\$2,133	\$6,390	\$19,170
	1000275	DOZER D9	\$2,700	\$8,100	\$24,300
	1000280	DOZER D9 GPS	\$2,745	\$8,190	\$24,570
	1000350	BRUSH RAKE D6N	\$102	\$298	\$91

Category	Cat-Group	Description	Day	Week	4 Week
SCRAPERS					
Scraper 	1000375	SCRAPER 623K	\$2,520	\$7,560	\$22,500
	1000380	SCRAPER 623K GPS	\$2,637	\$7,322	\$21,825
	1000400	SCRAPER 627K	\$2,700	\$8,100	\$24,300
EXCAVATORS					
Mini Excavators Buckets & Attachments 	1900050	MINI EXCAVATOR 300.9	\$200	\$595	\$1,785
	1900075	MINI EXCAVATOR 301.7	\$213	\$638	\$1,913
	1900085	MINI EXCAVATOR 302.7	\$234	\$701	\$2,104
	1900100	MINI EXCAVATOR 303.5	\$255	\$765	\$2,295
	1900125	MINI EXCAVATOR 304/305	\$298	\$893	\$2,508
	1900130	MINI EXCAVATOR 305.5	\$340	\$1,020	\$2,763
	1900220	MINI EXC COMPACTOR WHEEL 12" W/R 1/8	\$94	\$276	\$829
	1900225	COMPACTOR MINI EXCAVATOR CVP16	\$115	\$340	\$1,033
	1900230	HAMMER MINI EXC 175#	\$153	\$446	\$1,339
	1900235	HAMMER SSL & MINI EXC H55	\$255	\$723	\$1,955
	1900240	MINI EXC 300.9 BUCKET 10"	\$0	\$0	\$0
Excavators   	1200050	EXCAVATOR 307	\$480	\$1,445	\$4,344
	1200075	EXCAVATOR 308	\$425	\$1,275	\$3,825
	1200100	EXCAVATOR 311	\$531	\$1,594	\$4,781
	1200110	EXCAVATOR 312/313F	\$595	\$1,785	\$5,355
	1200125	EXCAVATOR 314/315F	\$616	\$1,849	\$5,546
	1200130	EXCAVATOR 314 BIO	\$659	\$1,976	\$5,929
	1200150	EXCAVATOR 316	\$659	\$1,976	\$5,929
	1200155	EXCAVATOR 316 GPS	\$706	\$2,117	\$6,350
	1200160	EXCAVATOR 316 BIO	\$706	\$2,117	\$6,350
	1200175	EXCAVATOR 320	\$935	\$2,805	\$8,415
	1200180	EXCAVATOR 320 BIO	\$1,003	\$3,009	\$9,027
	1200200	EXCAVATOR 325F CR	\$965	\$2,899	\$8,687
	1200202	EXCAVATOR 325F GPS	\$1,084	\$3,251	\$9,754
	1200203	EXCAVATOR 325F BIO	\$1,084	\$3,251	\$9,754
	1200225	EXCAVATOR 324/326	\$1,125	\$3,375	\$10,125
	1200227	EXCAVATOR 324/326 GPS	\$1,179	\$3,533	\$10,575
	1200228	EXCAVATOR 324/326 BIO	\$1,179	\$3,533	\$10,575
	1200230	EXCAVATOR 324/326 LONG REACH	\$1,575	\$4,725	\$14,175
	1200250	EXCAVATOR 328	\$1,283	\$3,848	\$11,543
	1200280	EXCAVATOR 335F	\$1,260	\$3,780	\$11,340
	1200300	EXCAVATOR 330/336	\$1,602	\$4,721	\$14,112
	1200310	EXCAVATOR 330/336 GPS	\$1,620	\$4,851	\$14,562
	1200320	EXCAVATOR 330/336 BIO	\$1,620	\$4,851	\$14,562
	1200325	EXCAVATOR 345/349	\$2,115	\$6,300	\$18,900
	1200330	EXCAVATOR 345/349 GPS	\$2,205	\$6,615	\$19,800
	1200335	EXCAVATOR 345/349 BIO	\$2,205	\$6,615	\$19,800
	1200375	COMPACTOR WHEEL EXC 320 X 24"	\$221	\$659	\$1,972
	1200400	COMPACTOR WHEEL EXC 320 X 36"	\$234	\$689	\$2,057
	1200410	36" EXCAVATOR VIB TRENCH COMPACTOR	\$191	\$553	\$1,573
	1200415	24" EXCAVATOR VIB TRENCH COMPACTOR	\$170	\$510	\$1,488
	1200420	COMPACTOR EXCAVATOR CVP75	\$183	\$553	\$1,653
	1200425	COMPACTOR EXCAVATOR CVP110	\$238	\$701	\$2,112
	1201555	EXCAVATOR 320/321/323/325F RAKE BRUSH	\$94	\$276	\$918
	1202975	HAMMER EXCAVATOR 311/312/314/316	\$553	\$1,658	\$4,973
	1202976	HAMMER EXCAVATOR 320/321/323/325F	\$616	\$1,849	\$5,525
	1203000	HAMMER EXCAVATOR 324/325/329	\$808	\$2,423	\$7,225
	1203010	HAMMER/CVP TOPS	\$0	\$0	\$0
	1203025	HAMMER EXCAVATOR 330/336	\$1,233	\$3,698	\$11,050
	1203030	HAMMER EXCAVATOR 345/349	\$1,849	\$5,525	\$16,575
	1203050	MP20 MULTI PROCESSOR 329	\$965	\$2,899	\$8,687
	1203055	MP20 JAW CONCRETE SHEAR	\$438	\$1,313	\$3,931
	1203060	MP20 JAW TANK SHEAR	\$438	\$1,313	\$3,931
	1203100	RAKE EXCAVATOR 312 60"	\$94	\$276	\$918

Category	Cat-Group	Description	Day	Week	4 Week
SKID STEERS					
Skid Steers   	2750025	SKID STEER TRACK PT30	\$170	\$510	\$1,530
	2700050	SKID STEER 216	\$149	\$455	\$1,364
	2700075	SKID STEER 226	\$196	\$629	\$1,275
	2700100	SKID STEER 246	\$242	\$808	\$2,040
	2750050	SKID STEER TRACK 249	\$242	\$727	\$2,180
	2750030	SKID STEER TRACK 259	\$251	\$752	\$2,265
	2750035	SKID STEER TRACK 279/289	\$361	\$1,063	\$3,188
	2750040	SKID STEER TRACK 299	\$425	\$1,275	\$3,825
	2750045	SKID STEER TRACK 239	\$234	\$701	\$2,104
	2700225	SSL WR 1/8 MOUNT PLATE "HAMMER/AUGER"	\$0	\$0	\$0
	2700250	WHEEL SAW SKID STEER	\$221	\$646	\$1,930
	2700275	AUGER BIT A19	\$21	\$68	\$208
	2700280	AUGER BIT EXTENSION 12-24" A19	\$0	\$0	\$0
	2700290	AUGER BIT ADAPTOR HEX TO ROUND A19	\$0	\$0	\$0
	2700300	AUGER A19 PIVOT	\$0	\$0	\$0
	2700425	SKID STEER AUGER A19	\$94	\$323	\$965
	2700450	SKID STEER BROOM ANGLE	\$115	\$370	\$1,105
	2700475	SKID STEER BROOM PICK-UP	\$115	\$370	\$1,105
	2700550	SKID STEER FORKS	\$43	\$123	\$370
	2700575	SKID STEER GRAPPLE BUCKET	\$94	\$323	\$965
	2700585	SKID STEER MULTIPURPOSE BUCKET	\$94	\$323	\$965
	2700600	SKID STEER HAMMER	\$298	\$893	\$2,716
	2700640	SKID STEER 84" HYD POWER BOX RAKE	\$81	\$238	\$710
	2700650	SKID STEER LANDSCAPE RAKE	\$140	\$429	\$1,279
	2700655	SKID STEER BRUSH CUTTER	\$196	\$578	\$1,726
	2700660	SKID STEER TILLER	\$115	\$370	\$1,105
	2700670	SKID STEER COLD PLANER PC 204	\$196	\$578	\$1,726
	2700675	SKID STEER COLD PLANER PC 306 HF	\$264	\$786	\$2,355
	2700680	SKID STEER COLD PLANER PC 310 HF	\$332	\$1,007	\$3,022
	2700685	SKID STEER BUCKET	\$0	\$0	\$0
	2700690	CV16B SSL VIBRATORY ROLLER	\$128	\$383	\$1,148
	2700695	72" SSL SKELETON ROCK BUCKET	\$21	\$68	\$196
	2700700	78" SSL LAND PLANE LEVELER	\$21	\$68	\$196
	2700775	SKID STEER TRENCHER	\$140	\$429	\$1,279
	2700800	SKID STEER LIFT BRACKET	\$17	\$51	\$153
	2700825	SKID STEER STUMP GRINDER	\$196	\$578	\$1,726
	2700835	SKID STEER WATER SPRAY TANK	\$85	\$170	\$340
	0800550	SSL 8' CGC BOX BLADE	\$179	\$531	\$1,594
	1900180	EXHAUST SCRUBBER	\$21	\$68	\$196
	0800500	SSL 79" DOZER BLADE	\$149	\$446	\$1,339
	1900205	SKID STEER AUGER A19 WR 1/4 TOP	\$0	\$0	\$0
DINGOS					
Dingo  	2800045	DINGO STX38 STUMP GRINDER	\$208	\$627	\$1,884
	2800050	DINGO TX 525	\$162	\$581	\$1,411
	2800055	DINGO AUGER	\$42	\$112	\$332
	2800060	DINGO CULTIVATOR	\$79	\$224	\$676
	2800065	DINGO AUGER BIT 6-12"	\$17	\$50	\$162
	2800070	DINGO AUGER BIT 18-30"	\$25	\$79	\$241
	2800075	DINGO FORKS	\$25	\$79	\$241
	2800080	DINGO HYD TREE FORK	\$42	\$137	\$403
	2800085	DINGO TRENCHER	\$42	\$137	\$403
	2800087	DINGO TKL2000 BUCKET	\$0	\$0	\$0
	2800090	DINGO BUCKET	\$0	\$0	\$0
	2800095	DINGO AUGER EXT 12"	\$0	\$0	\$0
	2800100	DINGO AUGER EXT 24"	\$0	\$0	\$0
	2800115	DINGO RIDE ON PLATFORM	\$10	\$29	\$83
	2800120	DINGO 323 WHEELED DINGO LOADER	\$154	\$469	\$1,411
	2800125	DINGO TX1000 TRACK DINGO	\$187	\$664	\$1,5

Category	Cat-Group	Description	Day	Week	4 Week
	2800130	DINGO LANDPLANE LEVELER	\$25	\$79	\$241
	2800135	DINGO TXL2000T TRACK DINGO	\$353	\$1,038	\$3,113
	2800110	CONCRETE TX2500 MUD BUGGY	\$166	\$498	\$1,494
MOTORGRADERS					
Motorgrader 	2200050	MOTORGRADER 65E	\$450	\$1,350	\$4,050
	2200075	MOTORGRADER 120	\$900	\$2,700	\$8,100
	2200175	MOTORGRADER 140	\$1,080	\$3,240	\$9,720
	2200180	MOTORGRADER 140 GPS	\$1,139	\$3,542	\$10,490
WHEEL LOADERS					
	3000030	WHEEL LOADER 903	\$170	\$510	\$1,530
	3000040	WHEEL LOADER 908	\$340	\$1,020	\$3,060
	3000055	WHEEL LOADER 930	\$638	\$1,785	\$5,355
	3000065	WHEEL LOADER 938M	\$680	\$2,040	\$6,120
	3000100	WHEEL LOADER 950	\$900	\$2,700	\$8,100
	3000150	WHEEL LOADER 966	\$1,350	\$4,050	\$12,150
	3000160	WHEEL LOADER 966 FUSION	\$1,350	\$4,050	\$12,150
	3000250	WHEEL LOADER 908 GRAPPLE BUCKET	\$89	\$264	\$786
	3000275	WHEEL LOADER 950/966 FC BOOM ARM	\$51	\$149	\$455
	3000300	WHEEL LOADER FORKS	\$51	\$149	\$455
	3000310	903 WHEEL LOADER BUCKET	\$0	\$0	\$0
	3000315	908 WHEEL LOADER BUCKET	\$0	\$0	\$0
	3000325	WHEEL LOADER BUCKET 924 FC LM 3.7 CYD	\$0	\$0	\$0
	3000350	WHEEL LOADER BUCKET 924 FC FORKS	\$0	\$0	\$0
	3000375	WHEEL LOADER BUCKET 924 FC BUCKET GP	\$0	\$0	\$0
	3000400	WHEEL LOADER BUCKET 930 FC FORKS	\$0	\$0	\$0
	3000425	WHEEL LOADER BUCKET 930 FC BUCKET GP	\$0	\$0	\$0
	3000450	WHEEL LOADER BUCKET 950 FC FORKS	\$51	\$149	\$455
	3000475	WHEEL LOADER BUCKET 950 FC BUCKET GP	\$0	\$0	\$0
	9000485	WHEEL LOADER BUCKET 966 FC	\$0	\$0	\$0
	3000495	966 ROLL OUT BUCKET	\$259	\$782	\$2,338
ARTICULATED TRUCKS					
Articulated Trucks 	2900050	ARTICULATED TRUCK 730	\$1,350	\$4,050	\$12,150
	2900060	ARTICULATED TRUCK 730 BIO	\$1,395	\$4,185	\$12,600
	2900100	ARTICULATED TRUCK 735	\$1,553	\$4,635	\$13,950
	2900110	ARTICULATED TRUCK 735 BIO	\$1,607	\$4,815	\$14,400
	2900125	ARTICULATED TRUCK 740	\$1,800	\$5,400	\$16,200
	2900150	ARTICULATED TRUCK 745	\$1,850	\$5,553	\$16,650
ATTENUATORS, CRANES, DUMP TRUCKS					
Attenuators, Crane, Dump Trucks 	3750025	CRANE CARRY DECK 8.5 TON	\$460	\$1,380	\$4,140
	2900175	CRANE TRUCK 17 TON .10/MI	\$596	\$1,784	\$5,356
	2900185	CRANE TRUCK 19 TON .10/MI	\$680	\$2,040	\$6,120
	2900200	DUMP TRUCK 5 YD	\$280	\$840	\$2,520
	2900225	DUMP TRUCK 5 YD CDL	\$304	\$864	\$2,596
	2900280	ATTENUATOR TRUCK	\$240	\$720	\$2,160
	2900290	FLATBED TRUCK	\$200	\$600	\$1,800
	2900300	24' FLATBED CDL	\$220	\$660	\$1,980
PUMPS AND ACCESSORIES					
Pumps 	2400005	2" 240V 1PH SUBMERSIBLE PUMP	\$117	\$347	\$1,044
	2400010	1.5" STAINLESS SUB PUMP	\$68	\$207	\$626
	2400015	2" STAINLESS SUB PUMP	\$117	\$347	\$1,044
	2400020	3" STAINLESS SUB PUMP	\$140	\$419	\$1,251
	2400025	SUBMERSIBLE PUMP 2"	\$45	\$90	\$180
	2400030	DIAPHRAGM PUMP 2"	\$63	\$185	\$567
	2400100	TRASH PUMP 2" GAS	\$63	\$185	\$567
	2400125	TRASH PUMP 3" GAS	\$72	\$221	\$657
	2400135	4" OPEN DIESEL PUMP	\$207	\$621	\$1,854
	2400145	4" SOUND ATTENUATED DIESEL PUMP	\$230	\$693	\$1,890
	2400150	6" OPEN DIESEL PUMP	\$261	\$743	\$2,229

Category	Cat-Group	Description	Day	Week	4 Weeks
 	2400160	6" SOUND ATTENUATED DIESEL PUMP	\$279	\$828	\$2,475
	9000230	HOSE PNEUMATIC 3/4" X CHICAGO END	\$5	\$14	\$41
	9000240	HOSE PNEUMATIC 3/4" X CHICAGO END	\$5	\$14	\$41
	9000250	HOSE DISCHARGE 2"	\$9	\$32	\$95
	9000260	HOSE DISCHARGE 3"	\$14	\$41	\$122
	9000262	HOSE DISCHARGE 4" 50'	\$18	\$36	\$108
	9000265	HOSE DISCHARGE 6" 50'	\$32	\$63	\$189
	9000270	HOSE SUCTION 2"	\$9	\$32	\$95
	9000280	HOSE SUCTION 3"	\$14	\$41	\$122
	9000282	HOSE SUCTION 4" 20'	\$18	\$36	\$108
	9000285	HOSE SUCTION 6" 20'	\$32	\$63	\$189
	9000930	PUMP ROAD CROSSINGS 12'	\$50	\$144	\$432
	9000935	6" STEP BOW PIPE	\$5	\$14	\$36
	9000940	6" HDPE RIGID DISCHARGE PIPE 20'	\$14	\$36	\$108
	9000945	6" WYE FITTING/CHECK VALVES	\$41	\$122	\$360
	9000950	4" STEP BOW PIPE	\$5	\$9	\$27
	9000955	4" HDPE RIGID DISCHARGE PIPE 20'	\$9	\$27	\$81
	9000960	4" WYE FITTING/CHECK VALVES	\$32	\$90	\$270
	9000965	TELEMATICS REMOTE CELL SYSTEM	\$59	\$167	\$495
	9000970	FLOAT CONTROL (NORMALLY OPEN)	\$9	\$18	\$36
	9000975	FLOAT CONTROL (NORMALLY CLOSED)	\$9	\$18	\$36
	9000980	4" TO 6" FLANGE ADAPTER	\$0	\$0	\$0
	9000990	6" TO 8" FLANGE ADAPTER	\$0	\$0	\$0
	9001000	4" BAUER MALE FITTING	\$2	\$5	\$9
	9001005	4" BAUER FEMALE FITTING	\$2	\$5	\$9
	9001010	6" BAUER MALE FITTING	\$2	\$5	\$9
	9001015	6" BAUER FEMALE FITTING	\$2	\$5	\$9
	9001030	BLOW PIPE 3/4" CHICAGO END	\$5	\$14	\$41
WATERING AND STORAGE					
Watering and Storage 	2400180	TANK 10K WEIR	\$40	\$280	\$1,240
	2400190	TANK 10K MUD	\$33	\$231	\$1,023
	2400200	TANK 20 YD PHASE SEPERATOR	\$50	\$350	\$1,550
	2400210	TANK 21K OPEN TOP	\$33	\$231	\$1,023
	2400220	TANK 21K OPEN TOP FLOW BACK	\$33	\$231	\$1,023
	2400230	TANK 21K WEIR TANK	\$40	\$280	\$1,240
	2400240	TANK 21K OPEN TOP KINGPIN	\$33	\$231	\$1,023
	2100355	WATER STAND TANK 11-12K GALLONS	\$360	\$1,080	\$3,200
	2900250	WATER TRUCK 2000 GAL	\$360	\$960	\$2,720
	2900275	WATER TRUCK 4000 GAL	\$460	\$1,380	\$4,140
	2850095	FIRE WATER TRAILER	\$148	\$380	\$1,000
	2850085	TRAILER WATER	\$100	\$300	\$840
	2800200	VAC TRAILER 500 GALLON	\$440	\$1,320	\$2,560
TRAILERS					
Trailers 	2850050	TRAILER 14K 16' DUMP	\$106	\$319	\$956
	2850060	TRAILER 5K DUMP 10'	\$68	\$204	\$612
	2850070	TRAILER SMALL	\$43	\$140	\$412
	2850075	TRAILER EQUIPMENT T 5	\$43	\$128	\$383
	2850080	TRAILER EQUIPMENT T 14	\$64	\$191	\$574
	2850100	TRAILER UTILITY	\$34	\$102	\$306
	2850110	TRAILER EQUIPMENT T 16	\$81	\$242	\$727
CARTS					
Carts 	3500050	CART	\$68	\$221	\$667
	3500100	CART CREW CAB	\$119	\$298	\$978
	3500150	CART CREW CAB TRACKS	\$213	\$638	\$1,913
AG TRACTORS					
AG Tractors	9000900	34 HP AG TRACTOR	\$191	\$765	\$1,700
	9000905	3 PT BOX SCRAPER	\$34	\$102	\$306
	9000910	3 PT TILLER	\$85	\$255	\$765

Category	Cat-Group	Description	Day	Week	4 Week
	9000915	3 PT MOWER	\$106	\$319	\$956
	9001020	62 HP AG TRACTOR	\$213	\$638	\$1,913
AIR COMPRESSORS					
	0700015	AIR COMPRESSOR 110 CFM	\$65	\$196	\$587
	0700025	AIR COMPRESSOR 185 CFM	\$131	\$392	\$1,175
	0700065	BREAKER RIV BUSTER/ DEMO 30LB	\$35	\$104	\$313
	0700075	BREAKER 30LB	\$35	\$104	\$313
	0700101	BREAKER 60LB	\$44	\$131	\$392
	0700102	BREAKER 60LB ELECTRIC	\$65	\$196	\$587
	0700125	BREAKER 90LB	\$52	\$157	\$470
	0700135	ROCK DRILL	\$44	\$131	\$392
GENERATORS AND LIGHTING					
Generators	1500050	GENERATOR 2 KW	\$35	\$70	\$139
	1500075	GENERATOR 3.6 KW	\$65	\$196	\$392
Light Tower  	1500080	GENERATOR 4.9 KW	\$70	\$209	\$418
	1500100	GENERATOR 6-7.9KW	\$78	\$235	\$470
	1500120	GENERATOR 10/12 KW	\$96	\$283	\$566
	1500125	GENERATOR 25/36 KW	\$218	\$544	\$1,370
	1500150	GENERATOR 56/60 KW	\$261	\$653	\$1,631
	1500200	GENERATOR 100 KW	\$313	\$775	\$1,866
	1500230	14.4/20 KW GENERATOR	\$191	\$479	\$1,209
	1500250	GENERATOR 200 KW	\$632	\$1,148	\$2,900
	1500550	SPIDER POWER BOX	\$22	\$44	\$87
	1500575	SPIDER POWER BOX CORD	\$17	\$35	\$70
	9000300	CORD SPIDER BOX 50'	\$9	\$26	\$83
	1450025	LIGHT STAND 1K WATT	\$22	\$44	\$87
	1450030	LIGHT TOWER SOLAR	\$131	\$392	\$979
	1450035	LIGHT TOWER	\$109	\$326	\$827
	1450045	LIGHT GLOBUG	\$96	\$283	\$848
LAND CLEARING					
Land Clearing	1100050	MULCHER RAYCO C100LGP	\$957	\$2,871	\$8,613
	1100075	MULCHER RAYCO C260	\$1,436	\$4,307	\$12,920
	1100085	RAYCO RCT80 TRACK DUMP TRUCK	\$392	\$1,175	\$3,437
	2800220	9" WOOD CHIPPER	\$218	\$740	\$2,175
	2800230	12" WOOD CHIPPER	\$283	\$848	\$2,545
SMALL TOOLS					
Small Tools	2100075	SAW CUT OFF GAS	\$57	\$239	\$392
	2100080	SAW CUT OFF ELECTRIC	\$35	\$104	\$313
	2100085	SAW CUT N BREAK GAS	\$196	\$592	\$1,775
	2100090	SAW CUT N BREAK ELECTRIC	\$196	\$592	\$1,775
	2100095	SAW SLAB 18" WALK BEHIND	\$117	\$348	\$1,057
	2100110	SAW SLAB 24" WALK BEHIND	\$152	\$461	\$1,383
	2100200	1 9/16 ELECTRIC ROTARY HAMMER	\$48	\$144	\$431
	2100375	WELDER 325 AMP	\$96	\$283	\$609
	2100400	WELDER 500 AMP	\$131	\$392	\$1,088
	2100425	WELDER WIRE FEED BOX	\$74	\$153	\$320
	2150025	PRESSURE WASHER COLD	\$44	\$131	\$392
	2150050	PRESSURE WASHER HOT	\$117	\$348	\$1,057
	9000290	HOSE PRESSURE WASHER 3/8"	\$4	\$13	\$39
	2100005	8" ELECTRIC WALK BEHIND CONCRETE PLANER	\$261	\$783	\$2,349
	2800150	ELECTRIC MUCK TRUCK	\$44	\$131	\$392
	2950030	SWEeper RIDE ON VAC LPG	\$270	\$805	\$2,410
	2950035	SWEeper 3 WHEEL RIDE ON	\$239	\$696	\$1,697
	2950040	SWEeper 4 WHEEL RIDE ON	\$348	\$1,044	\$3,132
	3000500	14' ROCK SCREED	\$122	\$365	\$1,088
	3100010	FLOOR SCRAPER - RIDE ON ELEC	\$566	\$1,697	\$5,046
	4000100	BARRIER H2O	\$9	\$26	\$83
	4000125	ARROW BOARD	\$87	\$261	\$783

Category	Cat-Group	Description	Day	Week	4 Week
	4000150	MESSAGE BOARD MINI	\$187	\$566	\$1,692
	4000175	MESSAGE BOARD	\$270	\$796	\$2,353
	9000080	BARRICADE TYPE 3 CTR	\$4	\$13	\$44
	9000090	BARRICADE TYPE 3 LEFT	\$4	\$13	\$44
	9000100	BARRICADE TYPE 3 RT	\$4	\$13	\$44
	9000110	BARRICADE TYPE 2	\$4	\$4	\$17
	9000120	CONE 28" ORANGE	\$3	\$4	\$9
	9000130	DRUM TRAFFIC W/BASE	\$4	\$13	\$44
	9000140	DELINEATOR WITH BASE	\$3	\$4	\$13
	9000150	SIGN BE PREPARED TO STOP 36"	\$9	\$26	\$83
	9000160	SIGN FLAGGER PADDLE SYMBOL 36"	\$9	\$26	\$83
	9000170	SIGN ROAD WORK AHEAD 36"	\$9	\$26	\$83
	9000180	SIGN BE PREPARED TO STOP 48"	\$9	\$26	\$83
	9000190	SIGN FLAGGER PADDLE SYMBOL 48"	\$9	\$26	\$83
	9000200	SIGN OAD WORK AHEAD 48"	\$9	\$26	\$83
	9000210	SIGN BASE DYNAFLEX	\$4	\$13	\$39
	9000220	PNEUMATIC OILER	\$4	\$13	\$39
	9000245	BLOCK PLUG 12/24"	\$87	\$213	\$639
	9000295	WAND/HOSE ASSEMBLY PSI WASHER 3/8"	\$0	\$0	\$0
	9000310	WELDING CLAMP 10'	\$4	\$4	\$13
	9000320	WELDING LEAD 50'	\$4	\$13	\$39
	9000330	WELDING STINGER 10'	\$4	\$4	\$13
	9000340	STEEL 1 1/4" CHISEL	\$9	\$26	\$83
	9000350	STEEL 1 1/4" POINT	\$9	\$26	\$83
	9000360	STEEL 1 1/4" ASPHALT SPADE	\$13	\$39	\$122
	9000370	STEEL 1 1/8" CHISEL	\$9	\$26	\$83
	9000380	STEEL 1 1/8" POINT	\$9	\$26	\$83
	9000390	STEEL 1 1/8" ASPHALT SPADE	\$13	\$39	\$122
	9000400	BLADE FIBER 14"	\$4	\$13	\$39
	9000410	BLADE DIAMOND 14"	\$17	\$44	\$135
	9000420	BLADE CUT-N-BREAK ELECTRIC	\$0	\$0	\$0
	9000430	BLADE CUT-N-BREAK GAS	\$0	\$0	\$0
	9000480	DEHUM LGR 7000XL 30 GAL	\$65	\$196	\$587
	9000490	DEHUM REVOLUTION 20 GAL	\$65	\$196	\$587
	9000500	DEHUM AIR MOVER	\$22	\$65	\$196
	9000510	30" PEDISTAL FAN	\$39	\$104	\$278
	9000520	36" POLY DRUM FAN	\$39	\$122	\$278
	9000550	GAS POWERED POST DRIVER	\$70	\$209	\$626
	9000600	20' CONTAINER	\$22	\$65	\$196
	9000605	2 MAN AUGER	\$74	\$222	\$666
	9000610	GAS POWERED BACK PACK BLOWER	\$35	\$104	\$313
	9000615	GAS POWERED POLE SAW	\$65	\$196	\$587
	9000620	20" CHAIN SAW	\$44	\$131	\$392
	9000625	TRIMMER GAS POWERED	\$44	\$131	\$392
	9000630	WALK BEHIND TRENCHER	\$152	\$457	\$1,370
	9000635	TRENCHER TRAILER	\$9	\$26	\$78
	9000640	TILLER REAR TINE	\$87	\$261	\$783
	9000645	TILLER TRAILER	\$9	\$26	\$78
	9000650	LOG SPLITTER	\$65	\$196	\$587
	9000655	SOD CUTTER	\$109	\$326	\$979
	9000660	LAWN AERATOR	\$65	\$196	\$587
	9000665	LAWN THATCHER	\$44	\$131	\$392
	9000670	WALK BEHIND FIELD MOWER	\$65	\$196	\$587
	9000675	PORTABLE CONCRETE MIXER	\$44	\$131	\$392
	9000680	TOWABLE CONCRETE MIXER	\$65	\$196	\$587
	9000685	WALK BEHIND CONCRETE SAW	\$131	\$392	\$1,175
	9000690	LAWN MOWER	\$30	\$91	\$274
	9000695	MINI TILLER	\$26	\$78	\$235
	9000925	TOWABLE MORTAR MIXER	\$65	\$196	\$587
	9001050	INSULATION VACUUM	\$191	\$574	\$1,7

Category	Cat-Group	Description	Day	Week	4 Week
	9001060	CONCRETE DUST VACUUM HEPA	\$65	\$196	\$587
	9001200	8" ELECTRIC CONCRETE PLANER	\$213	\$639	\$1,914

City of Oregon City

Public Works Complex

AIA 102 – 2017 Standard Form of Agreement Between Owner and Contractor

Exhibit D – 50% CONSTRUCTION DRAWINGS AND SPECIFICATIONS

City of Oregon City Public Works Complex Project
EXHIBIT D
CONTRACT DOCUMENTS

SPECIFICATIONS

<u>Specification</u>	<u>Description</u>	<u>Issued Date</u>	<u>Set</u>
<u>Section</u>			
00 00 00	Table of Contents	8/5/2020	Addendum 3
00 01 20	Advertisement for Bid	7/10/2020	50% CD/Bidset
00 01 30	Instructions to Bidders	7/10/2020	50% CD/Bidset
00 41 00	Bid Form	7/10/2020	50% CD/Bidset
00 43 25	Pre-Bid Substitution Request Form	7/10/2020	50% CD/Bidset
00 72 00	Subcontract General Conditions	7/10/2020	50% CD/Bidset
00 73 16	Insurance Requirements	7/10/2020	50% CD/Bidset
01 11 00	Summary of Work	7/10/2020	50% CD/Bidset
01 25 00	Product Substitution	7/10/2020	50% CD/Bidset
01 26 00	Modification Procedures	7/10/2020	50% CD/Bidset
01 29 00	Application For Payment	7/10/2020	50% CD/Bidset
01 29 73	Schedule of Values	7/10/2020	50% CD/Bidset
01 31 00	Coordination	7/10/2020	50% CD/Bidset
01 31 19	Project Meetings	7/10/2020	50% CD/Bidset
01 32 00	Construction Schedules and Daily Reports	7/10/2020	50% CD/Bidset
01 33 00	Submittals	7/10/2020	50% CD/Bidset
01 33 50	Bidder Designed and Engineered Systems	7/10/2020	50% CD/Bidset
01 42 16	Explanations and Definitions	7/10/2020	50% CD/Bidset
01 42 19	Reference Specifications and Standards	7/10/2020	50% CD/Bidset
01 43 00	Quality Assurance	7/10/2020	50% CD/Bidset
01 45 00	Quality Control	7/10/2020	50% CD/Bidset
01 56 00	Temporary Facilities & Security Controls	7/10/2020	50% CD/Bidset
01 60 00	Materials and Equipment	7/10/2020	50% CD/Bidset
01 61 16	Special Requirements Sustainable Building Practices	7/10/2020	50% CD/Bidset
01 71 23	Field Engineering	7/10/2020	50% CD/Bidset
01 73 29	Cutting and Patching	7/10/2020	50% CD/Bidset
01 74 00	Cleaning and Waste Management	7/10/2020	50% CD/Bidset
01 77 00	Contract Closeout	7/10/2020	50% CD/Bidset
01 78 23	Operations and Maintenance Data	7/10/2020	50% CD/Bidset
01 78 36	Builders Warranty	7/10/2020	50% CD/Bidset
01 78 39	Project Record Documents	7/10/2020	50% CD/Bidset
02 26 00	Hazmat Consideration	7/10/2020	50% CD/Bidset
02 32 00	Soils Investigation	7/10/2020	50% CD/Bidset
02 41 19	Selective Demolition	7/10/2020	50% CD/Bidset
03 01 30	Maintenance of Concrete	7/10/2020	50% CD/Bidset
03 10 00	Concrete Formwork	7/10/2020	50% CD/Bidset
03 20 00	Concrete Reinforcing	7/10/2020	50% CD/Bidset

03 30 00	Cast-In-Place Concrete	7/10/2020	50% CD/Bidset
03 35 00	Concrete Finishing	7/10/2020	50% CD/Bidset
03 35 19	Concrete Slab Grinding, Polishing and Finishing	7/10/2020	50% CD/Bidset
03 54 13	Gypsum Cement Underlayment	7/10/2020	50% CD/Bidset
04 22 00	Concrete Unit Masonry	7/10/2020	50% CD/Bidset
05 12 00	Structural Steel	7/10/2020	50% CD/Bidset
05 30 00	Metal Decking	7/10/2020	50% CD/Bidset
05 50 00	Metal Fabrications	7/10/2020	50% CD/Bidset
06 10 00	Rough Carpentry	7/10/2020	50% CD/Bidset
06 17 00	Prefabricated Wood Joists and Beams	8/6/2020	Addendum 3
06 18 00	Glue Laminated Beams	7/10/2020	50% CD/Bidset
06 20 00	Finish Carpentry	7/10/2020	50% CD/Bidset
07 10 00	Waterproofing	7/10/2020	50% CD/Bidset
07 14 00	Interior Membrane Waterproofing	7/10/2020	50% CD/Bidset
07 17 00	Bentonite Waterproofing	7/10/2020	50% CD/Bidset
07 21 00	Insulation	7/10/2020	50% CD/Bidset
07 25 00	Weather Resistive Barriers	7/10/2020	50% CD/Bidset
07 42 13	Preformed Metal Siding	8/6/2020	Addendum 3
07 46 46	Fiber Cement Siding	7/10/2020	50% CD/Bidset
07 54 23	Single-Ply Roofing: TPO	7/10/2020	50% CD/Bidset
07 60 00	Flashing and Sheet Metal	7/10/2020	50% CD/Bidset
07 72 00	Roof Hatch and Access Ladders	7/10/2020	50% CD/Bidset
07 90 00	Sealants	7/10/2020	50% CD/Bidset
07 95 00	Expansion Control	7/10/2020	50% CD/Bidset
08 11 00	Steel Doors & Frames	7/10/2020	50% CD/Bidset
08 14 00	Wood Doors	7/10/2020	50% CD/Bidset
08 34 00	Access Doors	7/10/2020	50% CD/Bidset
08 36 13	Overhead Sectional Doors	7/10/2020	50% CD/Bidset
08 40 00	Aluminum Entrances and Storefronts	7/10/2020	50% CD/Bidset
08 63 00	Metal Framed Skylights	7/10/2020	50% CD/Bidset
08 71 00	Door Hardware	7/10/2020	50% CD/Bidset
08 80 00	Glass & Glazing	7/10/2020	50% CD/Bidset
08 87 00	Glazing Surface Films	7/10/2020	50% CD/Bidset
08 90 00	Louvers and Vents	7/10/2020	50% CD/Bidset
09 28 00	Fiber Reinforced Cement Board	7/10/2020	50% CD/Bidset
09 29 00	Gypsum Board	7/10/2020	50% CD/Bidset
09 30 00	Tiling	7/10/2020	50% CD/Bidset
09 51 00	Acoustic Ceilings	7/10/2020	50% CD/Bidset
09 65 00	Resilient Flooring	7/10/2020	50% CD/Bidset
09 68 00	Carpeting	7/10/2020	50% CD/Bidset
09 90 00	Painting	7/10/2020	50% CD/Bidset
10 14 00	Identifying Plaques and Signage	8/6/2020	Addendum 3
10 21 13.13	Toilet Compartments	7/10/2020	50% CD/Bidset
10 26 00	Wall Protection	7/10/2020	50% CD/Bidset
10 28 00	Toilet Accessories	7/10/2020	50% CD/Bidset

10 44 00	Fire Extinguishers and Cabinets	7/10/2020	50% CD/Bidset
10 75 00	Flagpoles	7/10/2020	50% CD/Bidset
11 31 00	Residential Appliances	7/10/2020	50% CD/Bidset
11 52 00	Audio-Visual Equipment	7/10/2020	50% CD/Bidset
12 21 00	Window Coverings	8/6/2020	Addendum 3
12 32 00	Manufactured Casework	8/5/2020	Addendum 3
12 93 00	Site Furnishings	7/10/2020	50% CD/Bidset
12 93 13	Bicycle Racks	7/10/2020	50% CD/Bidset
14 20 00	Passenger Elevator	7/10/2020	50% CD/Bidset
21 00 00	Fire Suppression Basic Requirements	7/31/2020	Addendum 1
21 05 00	Common Work Results for Fire Suppression	7/31/2020	Addendum 1
21 13 00	Fire Suppression Sprinkler Systems	7/31/2020	Addendum 1
22 00 00	Plumbing Basic Requirements	7/10/2020	50% CD/Bidset
22 05 13	Common Motor Requirements for Plumbing Equipment	7/10/2020	50% CD/Bidset
22 05 16	Expansion Fittings and Loops for Plumbing Piping	7/10/2020	50% CD/Bidset
22 05 19	Plumbing Devices	7/10/2020	50% CD/Bidset
22 05 23	General-Duty Valves for Plumbing Piping	7/10/2020	50% CD/Bidset
22 05 29	Hangers and Supports for Plumbing Piping and Equipment	7/10/2020	50% CD/Bidset
	Vibration and Seismic Controls for Plumbing Piping and		
22 05 48	Equipment	7/10/2020	50% CD/Bidset
22 05 53	Identification for Plumbing Piping and Equipment	7/10/2020	50% CD/Bidset
22 05 93	Testing, Adjusting and Balancing for Plumbing	7/10/2020	50% CD/Bidset
22 07 00	Plumbing Insulation	7/10/2020	50% CD/Bidset
22 10 00	Plumbing Piping	7/10/2020	50% CD/Bidset
22 30 00	Plumbing Equipment	7/10/2020	50% CD/Bidset
22 40 00	Plumbing Fixtures	7/10/2020	50% CD/Bidset
	Heating, Ventilating and Air Conditioning (HVAC) Basic		
23 00 00	Requirements	7/10/2020	50% CD/Bidset
	Hangers and Supports for HVAC Piping, Ductwork and		
23 05 29	Equipment	7/10/2020	50% CD/Bidset
23 05 48	Vibration and Seismic Controls for HVAC Equipment	7/10/2020	50% CD/Bidset
23 05 53	Identification for HVAC Piping, Ductwork and Equipment	7/10/2020	50% CD/Bidset
23 05 93	Testing, Adjusting and Balancing for HVAC	7/10/2020	50% CD/Bidset
23 07 00	HVAC Insulation	8/5/2020	Addendum 3
23 09 33	Electric and Electronic Control System for HVAC	8/5/2020	Addendum 3
23 11 23	Facility Fuel Natural Gas Piping and Systems	7/10/2020	50% CD/Bidset
23 23 00	Refrigerant Piping	7/10/2020	50% CD/Bidset
23 31 00	HVAC Ducts and Casings	7/10/2020	50% CD/Bidset
23 33 00	Air Duct Accessories	7/10/2020	50% CD/Bidset
23 34 00	HVAC Fans	7/10/2020	50% CD/Bidset
23 37 00	Air Outlets and Inlets	7/10/2020	50% CD/Bidset
23 55 00	Fuel-Fired Heaters	7/10/2020	50% CD/Bidset
23 62 01	Variable Refrigerant FlowVolume (VRFVRFV) Systems	8/5/2020	Addendum 3
23 72 23	Packaged Air-To-Air Energy Recovery Units	8/5/2020	Addendum 3
23 82 00	Convection Heating and Cooling Units	7/10/2020	50% CD/Bidset

26 00 00	Electrical Basic Requirements	7/10/2020	50% CD/Bidset
26 05 09	Equipment Wiring	7/10/2020	50% CD/Bidset
26 05 19	Low-Voltage Electrical Power Conductors and Cables	7/10/2020	50% CD/Bidset
26 05 26	Grounding and Bonding for Electrical Equipment	7/10/2020	50% CD/Bidset
26 05 29	Hangers and Supports for Electrical Systems	7/10/2020	50% CD/Bidset
26 05 33	Raceways	7/10/2020	50% CD/Bidset
26 05 34	Boxes	7/10/2020	50% CD/Bidset
26 05 53	Identification for Electrical Systems	7/10/2020	50% CD/Bidset
26 05 73	Overcurrent Protective Device Coordination Study	7/10/2020	50% CD/Bidset
26 09 20	Lighting Relay Control Panel	7/10/2020	50% CD/Bidset
26 09 23	Occupancy and Vacancy Sensors	7/10/2020	50% CD/Bidset
26 09 24	Daylighting Controls	7/10/2020	50% CD/Bidset
26 22 00	Low-Voltage Transformers	7/10/2020	50% CD/Bidset
26 24 13	Switchboards	7/10/2020	50% CD/Bidset
26 24 16	Panelboards	7/10/2020	50% CD/Bidset
26 27 13	Electrical Metering	7/10/2020	50% CD/Bidset
26 27 26	Wiring Devices	7/10/2020	50% CD/Bidset
26 28 16	Enclosed Switches and Circuit Breakers	7/10/2020	50% CD/Bidset
26 29 13	Enclosed Controllers	7/10/2020	50% CD/Bidset
26 32 13	Engine Generators	7/10/2020	50% CD/Bidset
26 36 00	Transfer Switches	7/10/2020	50% CD/Bidset
26 43 00	Surge Protective Devices	7/10/2020	50% CD/Bidset
26 51 00	Lighting	8/6/2020	Addendum 3
28 00 01	Electronic Safety Basic Requirements	7/10/2020	50% CD/Bidset
28 31 00	Fire Detection and Alarm	7/10/2020	50% CD/Bidset
31 10 00	Site Clearing	7/10/2020	50% CD/Bidset
31 20 00	Earth Moving	7/10/2020	50% CD/Bidset
31 23 17	Trenching	7/10/2020	50% CD/Bidset
31 25 00	Erosion and Sediment Control	7/10/2020	50% CD/Bidset
32 11 23	Aggregate Base Courses	7/10/2020	50% CD/Bidset
32 12 16	Asphalt Paving	7/10/2020	50% CD/Bidset
32 13 13	Concrete Paving	7/10/2020	50% CD/Bidset
32 80 00	Irrigation	7/10/2020	50% CD/Bidset
32 91 13	Soil Preparation	7/10/2020	50% CD/Bidset
32 93 00	Plants	7/10/2020	50% CD/Bidset
32 94 45	Landscape Maintenance	7/10/2020	50% CD/Bidset
33 05 13	Manholes and Structures	7/10/2020	50% CD/Bidset
33 11 00	Water Distribution Piping	7/10/2020	50% CD/Bidset
33 41 00	Storm Drainage Piping	7/10/2020	50% CD/Bidset

ADDENDA

Addendum #1	7/31/2020
Addendum #2	8/3/2020
Addendum #3	8/5/2020

DRAWINGS

<u>Drawing Number</u>	<u>Description</u>	<u>Issued Date</u>	<u>Set</u>
A0.01	ARCHITECTURAL GENERAL NOTES	7/10/2020	50% CD/Bidset
A0.10	GENERAL DIAGRAMS	7/10/2020	50% CD/Bidset
A0.20	ASSEMBLIES	7/10/2020	50% CD/Bidset
A0.21	ASSEMBLIES	7/10/2020	50% CD/Bidset
A1.01	SITE PLAN	7/10/2020	50% CD/Bidset
A1.02	SITE DETAILS	7/10/2020	50% CD/Bidset
A2.11A	FLOOR PLAN -LEVEL 1 SOUTH	7/10/2020	50% CD/Bidset
A2.11B	FLOOR PLAN-LEVEL 1 NORTH	7/10/2020	50% CD/Bidset
A2.12	FLOOR PLAN -LEVEL 2 SOUTH	7/10/2020	50% CD/Bidset
A2.13	ENLARGED PLANS	8/3/2020	Addendum 2
A2.14	ENLARGED PLANS	8/3/2020	Addendum 2
A2.15	ENLARGED PLANS	8/3/2020	Addendum 2
A2.16	ENLARGED PLANS	8/3/2020	Addendum 2
A2.17	ENLARGED PLANS	8/3/2020	Addendum 2
A2.18	ENLARGED PLANS	8/3/2020	Addendum 2
A2.21A	ROOF PLAN-SOUTH	7/10/2020	50% CD/Bidset
A2.21B	ROOF PLAN-NORTH	7/10/2020	50% CD/Bidset
A2.31A	REFLECTED CEILING PLAN- LEVEL 1 SOUTH	7/10/2020	50% CD/Bidset
A2.32A	REFLECTED CEILING PLAN- LEVEL 2 SOUTH	7/10/2020	50% CD/Bidset
A2.32B	REFLECTED CEILING PLAN LEVEL 2 NORTH	7/10/2020	50% CD/Bidset
A2.33	ENLARGED REFLECTED CEILING PLAN	7/10/2020	50% CD/Bidset
A2.34	ENLARGED REFLECTED CEILING PLAN	7/10/2020	50% CD/Bidset
A2.35	ENLARGED REFLECTED CEILING PLAN	7/10/2020	50% CD/Bidset
A2.36	ENLARGED REFLECTED CEILING PLAN	7/10/2020	50% CD/Bidset
A2.37	ENLARGED REFLECTED CEILING PLAN	7/10/2020	50% CD/Bidset
A2.38	ENLARGED REFLECTED CEILING PLAN	7/10/2020	50% CD/Bidset
A2.51	FINISH FLOOR PLAN - LEVEL 01	7/10/2020	50% CD/Bidset
A2.52	FINISH FLOOR PLAN - LEVEL02	7/10/2020	50% CD/Bidset
A2.53	ACCENT PAINT & WALLCOVERING PLAN -LEVEL 1 SOUTHWEST	7/10/2020	50% CD/Bidset
A2.54	ACCENT PAINT & WALLCOVERING PLAN -LEVEL 1 SOUTHEAST	7/10/2020	50% CD/Bidset
A2.55	ACCENT PAINT & WALLCOVERING PLAN -LEVEL 2 SOUTHEAST	7/10/2020	50% CD/Bidset
A2.56	ACCENT PAINT & WALLCOVERING PLAN -LEVEL 2 SOUTHWEST	7/10/2020	50% CD/Bidset
A3.01	EXTERIOR ELEVATIONS	7/10/2020	50% CD/Bidset
A3.02	EXTERIOR ELEVATIONS	7/10/2020	50% CD/Bidset
A3.03	EXTERIOR ELEVATIONS	7/10/2020	50% CD/Bidset
A3.04	EXTERIOR ELEVATIONS	7/10/2020	50% CD/Bidset
A4.01	BUILDING SECTIONS	7/10/2020	50% CD/Bidset
A4.02	BUILDING SECTIONS	7/10/2020	50% CD/Bidset
A5.01	WALL SECTIONS	7/10/2020	50% CD/Bidset
A5.02	WALL SECTIONS	7/10/2020	50% CD/Bidset
A5.03	WALL SECTIONS	7/10/2020	50% CD/Bidset

A5.04	WALL SECTIONS	7/10/2020	50% CD/Bidset
A5.05	WALL SECTIONS	7/10/2020	50% CD/Bidset
A5.06	WALL SECTIONS	7/10/2020	50% CD/Bidset
A6.01	ENLARGED STAIR PLANS & SECTIONS	7/10/2020	50% CD/Bidset
A6.02	ENLARGED STAIR PLANS & SECTIONS	7/10/2020	50% CD/Bidset
A6.03	ENLARGED STAIR PLANS & SECTIONS	7/10/2020	50% CD/Bidset
A6.04	ENLARGED RESTROOM PLANS	7/10/2020	50% CD/Bidset
A6.05	ENLARGED RESTROOM PLANS	7/10/2020	50% CD/Bidset
A6.06	ENLARGED CASEWORK PLANS	7/10/2020	50% CD/Bidset
A7.01	GENERAL EXTERIOR DETAILS	7/10/2020	50% CD/Bidset
A7.11	EXTERIOR DETAILS - OFFICE BLDG OPENINGS	7/10/2020	50% CD/Bidset
A7.12	EXTERIOR DETAILS - OFFICE BLDG OPENINGS	7/10/2020	50% CD/Bidset
A7.13	EXTERIOR DETAILS - OFFICE BLDG OPENINGS	7/10/2020	50% CD/Bidset
A7.14	EXTERIOR DETAILS - FLEET MAINT. OPENINGS	7/10/2020	50% CD/Bidset
A7.31	EXTERIOR DETAILS	7/10/2020	50% CD/Bidset
A7.32	EXTERIOR DETAILS - OFFICE ROOF	7/10/2020	50% CD/Bidset
A7.33	EXTERIOR DETAILS - WAREHOUSE ROOF	7/10/2020	50% CD/Bidset
A7.34	EXTERIOR DETAILS - SEISMIC JOINTS	7/10/2020	50% CD/Bidset
A8.01	INTERIOR ELEVATIONS	7/10/2020	50% CD/Bidset
A8.02	INTERIOR ELEVATIONS	7/10/2020	50% CD/Bidset
A8.03	INTERIOR ELEVATIONS	7/10/2020	50% CD/Bidset
A8.04	INTERIOR ELEVATIONS	7/10/2020	50% CD/Bidset
A8.05	INTERIOR ELEVATIONS	7/10/2020	50% CD/Bidset
A8.06	INTERIOR ELEVATIONS	7/10/2020	50% CD/Bidset
A8.07	INTERIOR ELEVATIONS	7/10/2020	50% CD/Bidset
A8.08	INTERIOR ELEVATIONS	7/10/2020	50% CD/Bidset
A8.09	INTERIOR ELEVATIONS	7/10/2020	50% CD/Bidset
A8.10	INTERIOR ELEVATIONS	7/10/2020	50% CD/Bidset
A8.11	INTERIOR ELEVATIONS	7/10/2020	50% CD/Bidset
A8.12	INTERIOR ELEVATIONS	7/10/2020	50% CD/Bidset
A8.13	INTERIOR ELEVATIONS	7/10/2020	50% CD/Bidset
A8.14	INTERIOR ELEVATIONS	7/10/2020	50% CD/Bidset
A8.15	INTERIOR ELEVATIONS	7/10/2020	50% CD/Bidset
A8.16	INTERIOR ELEVATIONS	7/10/2020	50% CD/Bidset
A8.17	INTERIOR ELEVATIONS	7/10/2020	50% CD/Bidset
A8.18	INTERIOR ELEVATIONS	7/10/2020	50% CD/Bidset
A8.19	INTERIOR ELEVATIONS	7/10/2020	50% CD/Bidset
A8.20	INTERIOR ELEVATIONS	7/10/2020	50% CD/Bidset
A9.11	INTERIOR DETAILS	7/10/2020	50% CD/Bidset
A9.12	INTERIOR DETAILS	7/10/2020	50% CD/Bidset
A9.13	INTERIOR DETAILS	7/31/2020	Addendum 1
A9.14	INTERIOR DETAILS	7/10/2020	50% CD/Bidset
A9.15	INTERIOR DETAILS	7/10/2020	50% CD/Bidset
A10.01	DOOR TYPES AND DOOR FRAMES	7/31/2020	Addendum 1
A10.02	DOOR SCHEDULE	7/31/2020	Addendum 1

A10.11	WINDOW SCHEDULE & WINDOW TYPES	7/10/2020	50% CD/Bidset
A10.12	WINDOW SCHEDULE & WINDOW TYPES	7/10/2020	50% CD/Bidset
A10.13	INTERIOR GLAZING SCHEDULE & GLAZING TYPE	7/10/2020	50% CD/Bidset
A10.21	FINISH SCHEDULE	7/10/2020	50% CD/Bidset
A10.23	FINISH LEGEND	7/10/2020	50% CD/Bidset
AD.02	DEMOLITION FLOOR PLAN-LEVEL 1 SOUTH	7/10/2020	50% CD/Bidset
AD.03	DEMOLITION FLOOR PLAN-LEVEL 2 SOUTH	7/10/2020	50% CD/Bidset
C0.1	CIVIL GENERAL NOTES	7/10/2020	50% CD/Bidset
C0.5	EXISTING CONDITIONS AND DEMO PLAN	7/10/2020	50% CD/Bidset
C1.0	CIVIL SITE PLAN	7/10/2020	50% CD/Bidset
C1.1	CIVIL SITE DIMENSIONING PLAN	7/10/2020	50% CD/Bidset
C1.2	CIVIL SITE DIMENSIONING PLAN	7/10/2020	50% CD/Bidset
C1.3	CIVIL SITE DIMENSIONING PLAN	7/10/2020	50% CD/Bidset
C1.4	CIVIL SITE DIMENSIONING PLAN	7/10/2020	50% CD/Bidset
C1.5	CIVIL SITE DIMENSIONING PLAN	7/10/2020	50% CD/Bidset
C2.0	OVERALL GRADING PLAN	7/10/2020	50% CD/Bidset
C2.1	GRADING DETAIL PLAN	7/10/2020	50% CD/Bidset
C2.2	GRADING DETAIL PLAN	7/10/2020	50% CD/Bidset
C2.3	GRADING DETAIL PLAN	7/10/2020	50% CD/Bidset
C2.4	GRADING DETAIL PLAN	7/10/2020	50% CD/Bidset
C2.5	GRADING DETAIL PLAN	7/10/2020	50% CD/Bidset
C2.6	FIR STREET DETAIL PLAN	7/10/2020	50% CD/Bidset
C2.7	FIR STREET DETAIL PLAN	7/10/2020	50% CD/Bidset
C3.0	CIVIL UTILITY PLAN	7/10/2020	50% CD/Bidset
C4.0	CIVIL DETAILS	7/10/2020	50% CD/Bidset
C4.1	CIVIL DETAILS	7/10/2020	50% CD/Bidset
C4.2	CIVIL DETAILS	7/10/2020	50% CD/Bidset
C4.3	CIVIL DETAILS	7/10/2020	50% CD/Bidset
C4.4	CIVIL DETAILS	7/10/2020	50% CD/Bidset
C4.5	CIVIL DETAILS	7/10/2020	50% CD/Bidset
C4.6	CIVIL DETAILS	7/10/2020	50% CD/Bidset
C4.7	CIVIL DETAILS	7/10/2020	50% CD/Bidset
E0.01	SYMBOL LIST AND GENERAL NOTES - ELECTRICAL	7/10/2020	50% CD/Bidset
E0.02	LUMINAIRE SCHEDULE	7/10/2020	50% CD/Bidset
E1.01	SITE PLAN - ELECTRICAL	7/10/2020	50% CD/Bidset
E2.11A	FLOOR PLAN -LEVEL 1 SOUTH -POWER	7/10/2020	50% CD/Bidset
E2.11B	FLOOR PLAN -LEVEL 1 NORTH -POWER	7/10/2020	50% CD/Bidset
E2.12A	FLOOR PLAN -LEVEL 2 SOUTH -POWER	7/10/2020	50% CD/Bidset
E2.13	FLOOR PLAN -LEVEL 1 SOUTHWEST - POWER	7/10/2020	50% CD/Bidset
E2.14	FLOOR PLAN -LEVEL 1 SOUTHEAST - POWER	7/10/2020	50% CD/Bidset
E2.15	FLOOR PLAN -LEVEL 2 SOUTHWEST - POWER	7/10/2020	50% CD/Bidset
E2.16	FLOOR PLAN -LEVEL 2 SOUTHEAST - POWER	7/10/2020	50% CD/Bidset
E2.17	FLOOR PLAN -FLEET MAINTENANCE EAST -POWER	7/10/2020	50% CD/Bidset
E2.18	FLOOR PLAN -FLEET MAINTENANCE WEST -POWER	7/10/2020	50% CD/Bidset
E2.21A	ROOF PLAN -SOUTH -POWER	7/10/2020	50% CD/Bidset

E2.31A	REFLECTED CEILING PLAN -LEVEL 1 SOUTH - LIGHTING	7/10/2020	50% CD/Bidset
E2.32A	REFLECTED CEILING PLAN -LEVEL 2 SOUTH - LIGHTING	7/10/2020	50% CD/Bidset
E2.32B	REFLECTED CEILING PLAN -LEVEL 2 NORTH - LIGHTING	7/10/2020	50% CD/Bidset
E2.33	REFLECTED CEILING PLAN -LEVEL 1 SOUTHWEST - LIGHTING	7/10/2020	50% CD/Bidset
E2.34	REFLECTED CEILING PLAN -LEVEL 1 SOUTHEAST - LIGHTING	7/10/2020	50% CD/Bidset
E2.35	REFLECTED CEILING PLAN -LEVEL 2 SOUTHWEST - LIGHTING	7/10/2020	50% CD/Bidset
E2.36	REFLECTED CEILING PLAN -LEVEL 2 SOUTHEAST - LIGHTING	7/10/2020	50% CD/Bidset
E2.37	REFLECTED CEILING PLAN -FLEET MAINTENANCE EAST - LIGHTING	7/10/2020	50% CD/Bidset
E2.38	REFLECTED CEILING PLAN -FLEET MAINTENANCE WEST - LIGHTING	7/10/2020	50% CD/Bidset
E4.01	DETAILS - ELECTRICAL	7/10/2020	50% CD/Bidset
E4.02	DETAILS - ELECTRICAL	7/10/2020	50% CD/Bidset
E4.03	DETAILS - ELECTRICAL	7/10/2020	50% CD/Bidset
E5.01	SINGLE LINE DIAGRAMS - ELECTRICAL	7/10/2020	50% CD/Bidset
E6.01	SCHEDULES - ELECTRICAL	7/10/2020	50% CD/Bidset
E6.02	PANEL SCHEDULES - ELECTRICAL	7/10/2020	50% CD/Bidset
E6.03	PANEL SCHEDULES - ELECTRICAL	7/10/2020	50% CD/Bidset
EC100	1200-C COVER SHEET	7/10/2020	50% CD/Bidset
EC200	EROSION CONTROL - CLEARING, DEMOLITION, AND MASS GRADING SHEET	7/10/2020	50% CD/Bidset
EC300	EROSION CONTROL - UTILITY, GRADING, PAVING AND FINAL STABILIZATION	7/10/2020	50% CD/Bidset
EC400	EROSION CONTROL DETAILS	7/10/2020	50% CD/Bidset
ED2.11A	DEMO FLOOR PLAN - LEVEL 1 SOUTH - ELECTRICAL	7/10/2020	50% CD/Bidset
ED2.11B	DEMO FLOOR PLAN - LEVEL 1 NORTH - ELECTRICAL	7/10/2020	50% CD/Bidset
ED2.12A	DEMO FLOOR PLAN - LEVEL 2 SOUTH - ELECTRICAL	7/10/2020	50% CD/Bidset
ED2.13	DEMO FLOOR PLAN - LEVEL 1 SOUTHWEST - ELECTRICAL	7/10/2020	50% CD/Bidset
ED2.14	DEMO FLOOR PLAN - LEVEL 1 SOUTHEAST - ELECTRICAL	7/10/2020	50% CD/Bidset
ED2.15	DEMO FLOOR PLAN - LEVEL 2 SOUTHWEST - ELECTRICAL	7/10/2020	50% CD/Bidset
ED2.16	DEMO FLOOR PLAN - LEVEL 2 SOUTHEAST - ELECTRICAL	7/10/2020	50% CD/Bidset
CS	COVER SHEET	7/10/2020	50% CD/Bidset
G0.00	OREGON CITY PUBLIC WORKS	7/10/2020	50% CD/Bidset
G0.01	GENERAL PROJECT INFORMATION	7/10/2020	50% CD/Bidset
G0.02	SHEET INDEX	7/10/2020	50% CD/Bidset
G1.01	CODE SUMMARY	7/10/2020	50% CD/Bidset
G1.02	LIFE SAFETY PLANS	7/31/2020	Addendum 1
L1.0	LANDSCAPE PLAN	7/10/2020	50% CD/Bidset
L1.1	ENLARGED LANDSCAPE LAYOUT PLAN	7/10/2020	50% CD/Bidset
L2.0	PLANTING PLAN	7/10/2020	50% CD/Bidset
L2.1	PLANTING PLAN	7/10/2020	50% CD/Bidset
L2.2	PLANTING DETAILS	7/10/2020	50% CD/Bidset
L3.0	IRRIGATION PLAN	7/10/2020	50% CD/Bidset
L3.1	IRRIGATION DETAILS	7/10/2020	50% CD/Bidset
M0.01	SYMBOL LIST AND GENERAL NOTES - MECHANICAL	7/10/2020	50% CD/Bidset

M0.02	SCHEDULES - MECHANICAL	7/10/2020	50% CD/Bidset
M0.03	SCHEDULES - MECHANICAL	7/10/2020	50% CD/Bidset
M0.04	SCHEDULES - MECHANICAL	7/10/2020	50% CD/Bidset
M0.05	SCHEDULES - MECHANICAL	7/10/2020	50% CD/Bidset
M0.06	SCHEDULES - MECHANICAL	7/10/2020	50% CD/Bidset
M0.07	SCHEDULES - MECHANICAL	7/10/2020	50% CD/Bidset
M1.11A	FLOOR PLAN -LEVEL 1 SOUTH - MECHANICAL ZONE PLAN	7/10/2020	50% CD/Bidset
M1.12A	FLOOR PLAN -LEVEL 2 SOUTH - MECHANICAL ZONE PLAN	7/10/2020	50% CD/Bidset
M2.11A	FLOOR PLAN -LEVEL 1 SOUTH - MECHANICAL	7/10/2020	50% CD/Bidset
M2.11B	FLOOR PLAN -LEVEL 1 NORTH - MECHANICAL	7/10/2020	50% CD/Bidset
M2.12A	FLOOR PLAN -LEVEL 2 SOUTH - MECHANICAL	7/10/2020	50% CD/Bidset
M2.12B	FLOOR PLAN -LEVEL 2 NORTH - MECHANICAL	7/10/2020	50% CD/Bidset
M2.13	FLOOR PLAN -LEVEL 1 SOUTHWEST - MECHANICAL	7/10/2020	50% CD/Bidset
M2.14	FLOOR PLAN -LEVEL 1 SOUTHEAST - MECHANICAL	7/10/2020	50% CD/Bidset
M2.15	FLOOR PLAN -LEVEL 2 SOUTHWEST - MECHANICAL	7/10/2020	50% CD/Bidset
M2.16	FLOOR PLAN -LEVEL 2 SOUTHEAST - MECHANICAL	7/10/2020	50% CD/Bidset
M2.17	FLOOR PLAN -FLEET MAINTENANCE EAST - MECHANICAL	7/10/2020	50% CD/Bidset
M2.18	FLOOR PLAN -FLEET MAINTENANCE WEST - MECHANICAL	7/10/2020	50% CD/Bidset
M2.21A	ROOF PLAN -SOUTH - MECHANICAL	7/10/2020	50% CD/Bidset
M4.01	DETAILS - MECHANICAL	7/10/2020	50% CD/Bidset
M4.02	DETAILS - MECHANICAL	7/10/2020	50% CD/Bidset
M4.03	DETAILS - MECHANICAL	7/10/2020	50% CD/Bidset
M5.01	PIPING DIAGRAMS - MECHANICAL	7/10/2020	50% CD/Bidset
MD2.11A	DEMO FLOOR PLAN - LEVEL 1 SOUTH - MECHANICAL	7/10/2020	50% CD/Bidset
MD2.11B	DEMO FLOOR PLAN - LEVEL 1 NORTH - MECHANICAL	7/10/2020	50% CD/Bidset
MD2.12A	DEMO FLOOR PLAN - LEVEL 2 SOUTH - MECHANICAL	7/10/2020	50% CD/Bidset
P0.01	SYMBOL LIST AND GENERAL NOTES - PLUMBING	7/10/2020	50% CD/Bidset
P0.02	SCHEDULES - PLUMBING	7/10/2020	50% CD/Bidset
P0.03	SCHEDULES - PLUMBING	7/10/2020	50% CD/Bidset
P1.11A	FLOOR PLAN - UNDERGROUND SOUTH - PLUMBING	7/10/2020	50% CD/Bidset
P1.11B	FLOOR PLAN - UNDERGROUND NORTH - PLUMBING	7/10/2020	50% CD/Bidset
P2.11A	FLOOR PLAN -LEVEL 1 SOUTH -PLUMBING	7/10/2020	50% CD/Bidset
P2.11B	FLOOR PLAN -LEVEL 1 NORTH -PLUMBING	7/10/2020	50% CD/Bidset
P2.12A	FLOOR PLAN -LEVEL 2 SOUTH -PLUMBING	7/10/2020	50% CD/Bidset
P2.13	ENLARGED PLANS - PLUMBING	7/10/2020	50% CD/Bidset
P2.14	ENLARGED PLANS - PLUMBING	7/10/2020	50% CD/Bidset
P4.01	DETAILS - PLUMBING	7/10/2020	50% CD/Bidset
PD2.11A	DEMO FLOOR PLAN - LEVEL 1 SOUTH - PLUMBING	7/10/2020	50% CD/Bidset
PD2.12A	DEMO FLOOR PLAN - LEVEL 2 SOUTH - PLUMBING	7/10/2020	50% CD/Bidset
S1.11	STRUCTURAL NOTES	7/10/2020	50% CD/Bidset
S1.12	INSPECTIONS AND TESTS	7/10/2020	50% CD/Bidset
S2.11	FOUNDATION PLAN SOUTHWEST	7/10/2020	50% CD/Bidset
S2.12	FOUNDATION PLAN SOUTHEAST	7/10/2020	50% CD/Bidset
S2.13	SECOND FLOOR FRAMING PLAN SOUTHWEST	7/10/2020	50% CD/Bidset
S2.14	SECOND FLOOR FRAMING PLAN SOUTHEAST	7/10/2020	50% CD/Bidset

S2.15	ROOF FRAMING PLAN SOUTHWEST	7/10/2020	50% CD/Bidset
S2.16	ROOF FRAMING PLAN SOUTHEAST	7/10/2020	50% CD/Bidset
S2.17	FLEET MAINTENANCE FOUNDATION DETAILS	7/31/2020	Addendum 1
S2.18	FLEET MAINTENANCE PARTIAL FOUNDATION PLAN	7/10/2020	50% CD/Bidset
S2.19	FLEET MAINTENANCE PARTIAL ROOF PLAN	7/10/2020	50% CD/Bidset
S2.20	WAREHOUSE FOUNDATION PLAN	7/10/2020	50% CD/Bidset
S2.21	WAREHOUSE ROOF PLAN	7/10/2020	50% CD/Bidset
S3.01	FOUNDATION DETAILS	7/10/2020	50% CD/Bidset
S3.02	FOUNDATION AND METAL BUILDING DETAILS	7/10/2020	50% CD/Bidset
S3.03	FOUNDATION DETAILS	7/10/2020	50% CD/Bidset
S3.04	FLEET MAINTENANCE FOUNDATION DETAILS	7/10/2020	50% CD/Bidset
S4.01	FLOOR FRAMING DETAILS	7/10/2020	50% CD/Bidset
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S5.02	ROOF FRAMING DETAILS	7/10/2020	50% CD/Bidset
S5.03	ROOF FRAMING DETAILS	7/10/2020	50% CD/Bidset

City of Oregon City

Public Works Complex

AIA 102 – 2017 Standard Form of Agreement Between Owner and Contractor

Exhibit E – GMP PROPOSAL



EXHIBIT E

GMP Proposal

August 11th, 2020

Gerard Mulrooney
PlanB Consultancy
696 McVey Avenue, Suite 202
Lake Oswego, OR 97034

Subject: The City of Oregon City Operations Complex GMP Proposal

Dear Gerry,

In accordance with Article 2.3 of the Exhibit A Pre-Construction Services Agreement, Emerick is pleased to offer this Guaranteed Maximum Price (GMP) proposal for the work associated with the Oregon City Operations Complex project. Emerick offers to complete the OCOC construction for a Guaranteed Maximum Price of **\$10,179,128**.

Our total GMP proposal of **\$10,179,128** was developed using the 50% CD Plans and Specifications dated July 17th, 2020 and subsequent addenda prepared by Scott Edwards Architecture. Attached is a detailed breakdown at how the GMP proposal pricing was reached.

Emerick Construction is looking forward to developing our partnership with The City of Oregon City, PlanB Consultancy and Scott Edwards Architecture and working together towards completing a successful project. Please feel free to contact me directly if you have any questions or need addition information.

Respectfully,

Bill Judge
Project Manager
Emerick Construction Co.

Cc: Corey Lohman / President – Emerick Construction
Jordan Fell / Special Projects Director

Oregon City Operations Complex
GMP Estimate

8/11/2020

CSI DIV		DESCRIPTION	GMP Amount	NOTES
1		GENERAL REQUIREMENTS	29,822	
	01 71 23.16	Surveying	17,262	
	01 74 23	Final Cleaning	12,560	
2		EXISTING CONDITIONS	201,000	
	02 26 00.	Abatement	7,000	
	02 41 19	Selective Demolition	194,000	
3		CONCRETE	427,644	
	03 01 30	Maintenance of Concrete	-	Incl in Allowances
	03 10 00	Concrete Formwork	-	Incl in 033000
	03 20 00	Concrete Reinforcing	-	Incl in 033000
	03 30 00	CIP Concrete	353,846	
	03 35 16	Special Concrete Floor Finishing	46,498	
	03 54 13	Gypsum Cement Underlayment	27,300	
4		MASONRY	12,980	
	04 22 00	Concrete Unit Masonry	12,980	
5		METALS	426,779	
	05 12 00	Structural Steel	426,779	
	05 30 00	Metal Decking		Incl in 051200
	05 50 00	Metal Fabrications		Incl in 051200
6		WOOD, PLASTICS AND COMPOSITES	794,543	
	06 10 00	Rough Carpentry	794,543	
	06 17 00	Prefabricated Wood Joists and Beams		Incl in 061000
	06 18 00	Glue Laminated Beams		Incl in 061000
	06 20 00	Finish Carpentry		Incl in 123200
7		THERMAL AND MOISTURE PROTECTION	578,479	
	07 10 00	Waterproofing	16,872	
	07 14 00	Interior Membrane Waterproofing		Incl in 093000
	07 17 00	Bentonite Waterproofing	3,300	
	07 21 00	Thermal Insulation	82,733	
	07 25 00	Weather Resistive Barriers		Incl in 033000 / 074213
	07 42 13	Preformed Metal Siding	273,000	
	07 46 46	Fiber Cement Siding	33,876	
	07 54 23	TPO Roofing	129,228	
	07 60 00	Flashing and Sheet Metal		Incl in 074213
	07 72 00	Roof Hatch and Access Ladders	6,800	
	07 90 00	Sealants	12,000	
	07 95 00	Expansion Control	20,670	
8		OPENINGS	422,933	
	08 11 00	Steel Doors and Frames	195,093	
	08 14 00	Wood Doors		Incl in 081100
	08 34 00	Access Doors	3,000	
	08 36 13	Overhead Sectional Doors	58,543	
	08 40 00	Aluminum Entrances and Storefronts	142,605	
	08 63 00	Metal Framed Skylights	23,692	
	08 71 00	Door Hardware		Incl in 081100
	08 80 00	Glass and Glazing		Incl in 084000
	08 87 00	Glazing Surface Films		None found
	08 90 00	Louvers and Vents		Incl in Div 23 / Allowances
9		FINISHES	576,561	
	09 28 00	Fiber Reinforced Cement Board		Incl in 092900
	09 29 00	Gypsum Board	301,685	
	09 30 00	Tile	26,246	
	09 51 00	Acoustic Ceilings		None Found
	09 65 00	Resilient Flooring	89,950	
	09 68 00	Carpeting		Incl in 096500
	09 90 00	Painting	158,680	
10		SPECIALTIES	77,038	
	10 14 00	Signage	35,870	
	10 21 13.13	Metal Toilet Partitions	5,427	
	10 26 00	Wall Protection	9,960	
	10 28 00	Toilet Accessories	15,231	
	10 44 00	Fire Extinguishers and Cabinets	2,100	
	10 75 00	Flagpoles	8,450	
11		EQUIPMENT	-	
	11 31 00	Residential Appliances		OFOI
12		FURNISHINGS	377,043	
	12 21 00	Window Coverings	19,644	

	12 32 00	Manufactured Casework	341,903	
	12 93 00	Site Furnishings	12,900	
	12 93 13	Bike Racks and Equipment	2,596	
14		CONVEYING EQUIPMENT	81,627	
	14 20 00	Passenger Elevators	81,627	
21		FIRE SUPPRESSION	168,830	
	21 00 00	Fire Suppression Basic Requirements	168,830	
	21 05 00	Common Work Results for Fire Suppression		Incl in 210000
	21 13 00	Fire Suppression Sprinkler Systems		Incl in 210000
22 / 23		PLUMBING / HVAC	884,300	
	Div 22 / 23	PLUMBING / HVAC	884,300	
26		ELECTRICAL	795,978	
	Div 26	Electrical	795,978	
27		COMMUNICATIONS	-	
	Div 27	Voice & Data	-	Incl in Allowances
28		ELECTRONIC SAFETY AND SECURITY	-	
	28 00 01	Electronic Safety Basic Requirements		Incl in Allowances
	28 31 00	Fire Detection and Alarm	-	Incl in Div 26
31		EARTHWORK	600,320	
	31 10 00	Site Clearing		Incl in 312000
	31 20 00	Earth Moving	600,320	
	31 23 17	Trenching		Incl in Div 22,23,26 & 312000
	31 25 00	Erosion Control		Incl in 312000
32		EXTERIOR IMPROVEMENTS	598,487	
	32 11 32	Aggregate Base Courses		Incl in 312000
	32 12 16	Asphalt Paving	126,385	
	32 13 13	Concrete Paving	368,200	
	32 17 23	Pavement Markings	7,830	
	32 80 00	Irrigation		Incl in 329300
	32 91 13	Soil Preparation		Incl in 329300
	32 93 00	Plants	96,072	
	32 94 45	Landscape Maintenance		Incl in 329300
33		UTILITIES	-	
	33 11 00	Site Water Distribution Piping		Incl in 312000
	33 12 00	Water Appurtenances		Incl in 312000
	33 31 00	Sanitary Sewer Piping		Incl in 312000
	33 39 00	Sanitary Sewer Structures		Incl in 312000
	33 41 00	Storm Drainage Piping		Incl in 312000
97		DEFINED ALLOWANCES	688,040	
		Private Utility	30,000	
		Sanitary Pipe Repair / Replace	5,000	
		Existing Fence Repair	15,000	
		AC Patch / Repair	25,000	
		BLM	30,000	
		Concrete Repair of Existing Tilt	20,000	
		Architectural Louvers	5,000	
		Acoustic Panels	23,040	
		Concrete Repair	5,000	
		Repair Siding	15,000	
		Additional Flagpole	20,000	
		One Hour Fleet Separation	50,000	
		Covered Parking	200,000	
		Estimated Work Allowance	50,000	
		Misc. Painting	15,000	
		Low Voltage	180,000	
		SUBTOTAL	7,742,404	
		GENERAL CONDITIONS	645,905	\$49,685 / MNTH
		CONTINGENCY		
		Project / Construction Contingency	838,831	
		Buyout Contingency	209,708	
		ODOE	141,553	
		SUBTOTAL	1,835,996	
		TOTAL COST FOR CONSTRUCTION PHASE	9,578,400	
		BONDING AND INSURANCE	177,200	
		GC PROFIT	365,835	
		CORPORATE ACTIVITY TAX	57,692	
		SUBTOTAL	600,728	
		GRAND TOTALS	10,179,128	

City of Oregon City

Public Works Complex

AIA 102 – 2017 Standard Form of Agreement Between Owner and Contractor

Exhibit F – Proof of Bonds and Insurance



EXHIBIT F

PROOF OF BOND AND INSURANCE

Insurance certificates and performance, payment and retention bonds will be in place and provided prior to the start of construction.



AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

City of Oregon City Operations Complex
13895 Fir Street, Oregon City OR 97045

THE OWNER:

(Name, legal status and address)

City of Oregon City
625 Center Street, Oregon City OR 97045-2253

THE ARCHITECT:

(Name, legal status and address)

Scott Edwards Architecture
2525 E Burnside Street, Portland OR 97214

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.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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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. If the Contractor is aware that portions of the Contract Documents are at variance with applicable laws, statutes, ordinances, building codes, rules or regulations, the Contractor shall promptly notify the Architect in writing and necessary changes shall be accomplished by appropriate modification.

§ 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.

§ 1.2 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

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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. Dimensions shall be computed, rather than determined by scale or rule.

§ 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.

§ 1.2.4 In the event of conflicts or discrepancies among the Contract Documents, interpretations by the Architect will be based on the following priorities in descending order:

1. This Agreement.
2. Change Orders and written amendments to this Agreement.
3. Addenda, with those of a later date having precedence over those of an earlier date.
4. The Supplementary General Conditions, if any.
5. The General Conditions of the Contract for Construction.
6. The Drawings and Specifications or within either Document not clarified by Addendum, the better quality or greater quantity of Work shall be provided in accordance with the Owner's or Architect's interpretation. Notwithstanding the provisions of Division 0, the Drawings and Specifications are complementary; and what is required by one shall be as binding as if required by all. In the event of conflicts or discrepancies between the two documents, the Contractor is responsible to obtaining clarification from the Architect. The Architect will render an interpretation consistent with the intent of the documents as complementary. The Contractor shall assume that any interpretation may favor the more stringent version of the Work and shall be responsible therefore

§ 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 . All work products of the Architect and the Architect's consultants that are part of this Agreement, including the Drawings and Specifications, are the exclusive property of City of Oregon City. In addition, if any of these work products contain intellectual property of the Architect and the Architect's consultants that is or could be protected by federal copyright, patent, or trademark laws, or state trade secrete laws, Architect and the Architect's consultants hereby grants the City of Oregon City a perpetual, royalty-free, fully paid, nonexclusive and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, use and re-use, in whole or in part (and to authorize others to do so), all such work products and any other information, designs, plans, or works provided or delivered to the City of Oregon City or produced by the Architect and the Architect's consultants under this Agreement. The parties expressly agree that all works produced (including, but not limited to, any taped or recorded items) pursuant to this Agreement are works specially commissioned by City of Oregon City, and that any and all such works shall be works made for hire in which all rights and copyrights belong exclusively to City. The Architect and the Architect's consultants shall

not publish, republish, display or otherwise use any work or Work Products resulting from this Agreement without the prior written agreement of City of Oregon City.

§ 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.

§ 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 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

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, 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. The Owner has designated a Project Manager, PlanB Consultancy, hereinafter referred to as "Owner's Project Manager", to act as its authorized representative and agent in the administration of the Contract Documents. Many of the responsibilities of the Owner as provided in the Contract Documents may be carried out by the Owner's Project Manager unless otherwise provided in the Contract Documents, or unless otherwise directed by the Owner in writing.

§ 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. The Owner will have no obligation to forward to Contractor within the applicable time period as may be required by State law, copies of Notices of Right to a Lien or any similar instrument received by Owner from any party purporting to provide services and/or materials to the Project. The Owner nonetheless will make a good faith effort to forward to the Contractor copies of Notices of Right to a Lien received by Owner.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 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

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evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 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.

§ 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. 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.

§ 2.3 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 the plan check and building permit fees, systems development charges, 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 one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 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

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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. This right shall be in addition to, and not in restriction of, the Owner's rights under Subparagraph 12.2.

§ 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.

§ 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.

§ 3.2.3 Any design errors or omissions noted by the Contractor during this review shall be reported promptly to the Owner and Architect, but 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. The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations, but any nonconformity discovered by or made known to the Contractor shall be reported promptly to the Owner and Architect.

§ 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

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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.

§ 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.

§ 3.3.4 If any of the Work is required to be inspected or approved by any public authority or independent inspection laboratory, the Contractor shall coordinate such inspection or approval.

§ 3.3.5 The Contractor acknowledges that it is the Contractor's responsibility to hire all personnel necessary for the proper and diligent prosecution of the 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.

§ 3.4.2 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.

§ 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.

§ 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 Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except 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. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 Effective upon the written demand of the Owner or upon the insolvency, bankruptcy, dissolution or other incapacity of the Contractor, the Contractor assigns to the Owner all Subcontractors' warranties in materials and equipment and other portions or components of the Work.

§ 3.5.3 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 the Owner shall pay for the building permit. Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay 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.

§ 3.7.2 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 It is not the Contractor's responsibility to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations. However, if the Contractor observes that portions of the Contract Documents are at variance therewith, the Contractor shall promptly notify the Architect and Owner in writing, and necessary changes shall be accomplished by appropriate Modification.

§ 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.

§ 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.

§ 3.8 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;

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- .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 in sufficient time to avoid delay in the Work

§ 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. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case.

§ 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.

§ 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.

§ 3.11 Documents and Samples at the Site

The Contractor shall maintain at the site for the Owner one record copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to record field changes and selections made during construction, and one record copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work. These documents, when delivered to the Architect, shall be accompanied by a transmittal listing the documents, signed and dated by the Contractor, and including the following statement: "The Contractor certifies that these record documents, to the best of the Contractor's knowledge, show complete and exact "as-built" conditions".

§ 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. Submittals which are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.6 By approving and 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 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, for such portion of the Work, in accordance with the provisions of Division 1 of the Specifications, "General Requirements", 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

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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.

§ 3.13 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 Cutting and Patching

§ 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.

§ 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.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove all waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project site, and leave the Project in a clean and safe condition. The Contractor shall remove all spillage and tracking arising from the public use and performance of the Work from such areas and shall establish a regular maintenance program of sweeping, vacuuming or hosing to minimize the accumulation of dirt and dust upon such areas.

In addition to general broom cleaning, the Contractor shall perform minimum final cleaning for all trades at completion of the Work in accordance with the Specifications and the following:

- .1 remove temporary protections;
- .2 remove marks, stains, fingerprints and other soil or dirt from painted, decorated and natural-finished woodwork and other Work;
- .3 remove spots, plaster, soil and paint from ceramic tile, marble and other finished materials, and wash or wipe clean;
- .4 clean fixtures, cabinet work and equipment, removing stains, paint, dirt and dust, and leave same in undamaged, new condition;
- .5 clean aluminum in accordance with recommendations of the manufacturer;

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.6 clean resilient floors thoroughly with a well rinsed mop containing only enough moisture to clean off any surface dirt or dust and buff dry by machine to bring the surfaces to a sheen; and

.7 remove spots and other foreign material from carpeted areas using cleaning methods in accordance with the carpet manufacturer's recommendations, and vacuum all areas, and mechanically clean any areas which have been subjected to high traffic during completion of construction activities.

§ 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, defend, reimburse and hold harmless the Owner, Owner's Project Manager, and the executives, managers, directors, officers, attorneys, designers, agents and employees of either of them (collectively, "Indemnitees") from, for and against suits, claims, damages, losses, injuries, liabilities, costs and expenses, of any and all kinds (collectively, "Damages") including but not limited to (1) attorneys' fees and expert witness' fees, and costs and disbursements; (2) economic and non-economic Damages; and (3) Damages relating to personal injury, sickness, disease or death or injury to real or personal property (including the Work itself and loss of use of the Work), arising out of or resulting from performance of the Work, but only to the extent caused by the negligent acts or omissions or by breach of contract or other failure 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 Damage is caused in part by a party indemnified hereunder. "The obligations of this Section (i) shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 3.18 and (ii) shall not be limited to Damages arising from third party claims.

§ 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.

§ 3.18.3 The Contractor shall require each Subcontractor, by subcontract or other agreement to indemnify, hold harmless, reimburse and defend the Indemnitees to the same extent as required of the Contractor in this Section.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person lawfully licensed to practice architecture or an entity lawfully practicing architecture identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Architect" means the Architect or the Architect's authorized representative.

§ 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.

§ 4.2 Administration of the Contract

§ 4.2.1 The Owner and Architect will jointly provide administration of the Contract as described in the Contract Documents. The Owner has designated a Project Manager (Owner's Project Manager) to be the Owner's representative. The Architect generally shall assist the Owner and Owner's Project Manager in fulfilling the responsibility to administer the Contract. The Architect will be a representative of the Owner during construction and until final payment. If so requested by the Owner, the Owner's Project Manager, and/or Owner's lender, if any, the Architect shall interpret and advise the Owner and Owner's Project Manager with respect to matters set forth in the Drawings and Specifications. The Architect will have the authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 4.2.2 The Architect, as a representative of the Owner, 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, except as provided in Section 3.3.1.

§ 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

With the exception of routine communications, the Architect and the Contractor shall endeavor to communicate with each other through the Owner's Project Manager. Routine communications between the Architect and Contractor may occur, provided the Owner's Project Manager is apprised through copies of appropriate correspondence, meeting minutes or other records of such communications. All instructions and other communications to the Contractor prepared by the Architect will be issued through the Owner's Project Manager. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with subcontractors and material suppliers of the Contractor shall be through the Contractor. Communications by and with Owner's separate contractors shall be through the Owner's Project Manager.

§ 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 advise the Owner to reject Work that does not conform to the Contract Documents. Whenever the Architect or Owner's Project Manager 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

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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.

§ 4.2.8 In each instance, upon request of the Owner, the Architect will prepare documentation for Change Orders and Construction Change Directives for issuance by the Owner's Project Manager, and may authorize, with the Owner's prior approval, 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 Upon request of the Owner, 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 or offsite or to furnish materials or equipment incorporated into or utilized in performing the Work. 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, but does include Subcontractors, Suppliers and Consultants of the Contractors at all tiers.

§ 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 or offsite or to furnish materials or equipment incorporated into or utilized in performing the Work. 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 The Contractor shall procure a minimum of three (3) competitive bids for each subcontract for which the cost of the subcontracted work will exceed \$50,000. Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner and the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) that bid on each subcontract, the amount of the bids, and the Contractor's recommendation of the person or entity proposed for each principal portion of the Work. The Architect will promptly reply to the Contractor in writing stating whether or not the Owner or the Architect, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the Owner or Architect to reply promptly 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.

§ 5.3 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.

§ 5.3.2 Each subcontract shall, where the context so requires, contain provisions that:

- .1 require that such Work be performed in accordance with the requirements of the Contract Documents;
- .2 waive all rights the Contractor or Owner may have against one another or that the Subcontractor may have against the Contractor or Owner for damages caused by fire or other perils covered by the insurance described in Article 11;
- .3 require each major Subcontractor ("major" meaning a contract in the amount of \$20,000 or greater) carry and maintain insurance coverage in accordance with the Contract Documents which shall be endorsed as primary insurance

and non-contributory with the Owner's insurance naming the Owner, Owner's Project Manager, and the Architect, and without limitation, their respective partners, officers, commissioners, directors, agents and employees as additional insureds, and to file certificates of such coverage with the Contractor:

- .4 require the Subcontractor to submit certificates and waivers of liens for work completed by it and by its Sub-subcontractors as a condition to the disbursement of the progress payment next due and owing;
- .5 require submission to Contractor or Subcontractor, as the case may be, of applications for payment in a form approved by the Owner, together with clearly defined invoices and billings supporting all such applications under each subcontract to which the Contractor is a party;
- .6 report, so far as practicable, unit prices and any other feasible formula for use in the determination of costs of changes in the Work;
- .7 require each Subcontractor to furnish to the Contractor in a timely fashion all information necessary for the preparation and submission of the reports required herein;
- .8 require that each Subcontractor continue to perform under its subcontract in the event the Contract is terminated and the Owner shall take an assignment of said subcontract and request such Subcontractor to continue such performance; and
- .9 require each Subcontractor to remove all debris created by its activities.

§ 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.

§ 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. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15. The Contractor acknowledges the Owner's option and/or intent to cause the installation of tenant finish and other work to be performed by others and that a portion of such work may take place before Substantial Completion by the Contractor. The Contractor shall afford such parties ample

access to the site and all areas of the Work as may be reasonably necessary for the performance of such work including, without limitation, storage of materials and equipment, vertical transportation, and connection to utilities and services.

§ 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 when directed to do so. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement with the Owner. 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.

§ 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 and as follows:

- .1 An order for minor changes in the Work including, but not limited to, a

response to a Request for Information (RFI), clarification drawing and/or detail, field directive or field order shall not be recognized as having any impact upon the Contract Sum or the Contract Time and the Contractor shall have no claim therefore unless it shall, prior to complying with same and in no event no later than seven (7) calendar days from the date such direction or order was given, submit to the Owner a written request for a change in the Contract Sum and/or Contract Time.

- .2 A Change Proposal, Proposal Request or similar notice with detailed supporting data shall be delivered to the Owner no later than fourteen (14) calendar days from the date such direction or order was given. When submitting its Change Proposal, the Contractor shall include and set forth in clear and precise detail breakdowns of labor and materials for all trades involved and the estimated impact on the construction schedule. The Contractor shall furnish spread sheets from which the breakdowns were prepared, plus spread sheets if requested of any Subcontractors.

§ 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 and is subject to the approval of the Owner.

§ 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 Architect 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.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect, issued by the Owner's Project Manager, submitted to 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 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, or if time requirements dictate (in the Owner's reasonable opinion), the Architect shall make all required certifications with respect to such Work, and the cost of such Work shall then be determined by the Owner 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, a percentage fee increase or General Contractor's fee deduction for overhead and profit not to

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exceed 3.75% of such Work's actual cost to Contractor and 10.00% of such Work's actual cost to be apportioned by Contractor between any and all Subcontractors and Sub-subcontractors. For Work performed by Contractor's own forces, Contractor's mark-up shall be limited to actual cost plus a percentage fee for overhead and profit not to exceed 3.75%. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Owner and Architect may prescribe, an itemized accounting of actual costs together with appropriate supporting data. For the purposes of this Section 7.3.4 actual costs shall be defined and limited to the cost of 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.

§ 7.3.5 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 receipt of a Construction Change Directive, 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.

§ 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.

§ 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.

§ 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 Architect 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 will have authority, subject to the approval of the Owner, to 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 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 an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner, or by changes ordered in the Work as reflected in Change Orders approved by the Owner that provide for the Contract Time to be extended, by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, unavoidable shutdowns related to COVID-19 or other pandemic or by occurrences beyond the control and without the fault or negligence of the Contractor and which by the exercise of reasonable diligence the Contractor is unable to prevent or provide against, including labor disputes (other than disputes limited to the work force of, or provided by, the Contractor or its Subcontractors), fire, unusual delay in deliveries not reasonably anticipatable, unavoidable casualties, or by other occurrences which the Architect, subject to the Owner's approval, determines may justify delay, then, provided that the Contractor is in compliance with Subparagraph 15.1.2 hereof, the Contract Time shall be extended by Change Order or Construction Change Directive for the length of time actually and directly caused by such occurrence as recommended by the Architect and approved by the Contractor and Owner (such approval not to be unreasonably withheld, delayed, or conditioned); provided, however, that such extension of Contract Time shall be net of any delays caused by or due to fault or negligence of the Contractor or which are otherwise the responsibility of the Contractor and shall also be net of any contingency or "float" time allowance included in the Contractor's construction schedule. Unless otherwise provided in the Change Order, no such Change Order extending the Contract Time shall result in any increased payments to the Contractor for overhead, extended overhead or for any other amounts of any nature. The Contractor shall, in the event of any occurrence likely to cause a delay, cooperate in good faith with the Architect and Owner to minimize and mitigate the impact of any such occurrence and do all things reasonable under the circumstances to achieve this goal.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15. A copy of any claim for extension shall be delivered to the Owner and the Architect, and the Contractor shall immediately take all steps reasonably possible to lessen the adverse impact of such delay on Owner.

§ 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.

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.

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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

Before the first Application for Payment, the Contractor shall submit to the Architect and Owner a schedule of values allocated to various portions of the Work, which in aggregate equals the total Contract Sum, divided so as to facilitate payments to Subcontractors, supported by such evidence of correctness as the Architect may direct or as required by the Owner. This schedule, when approved by the Architect and Owner, shall be used to monitor the progress of the Work and as a basis for reviewing the Contractor's Applications for Payment. All items with entered values will be transferred by the Contractor to the "Application and Certificate for Payment," and shall include the latest approved Change Orders and Construction Change Directives. Change Order values and Construction Change Directive values shall be broken down to show the various subcontracts. The Application for Payment shall be on a form as provided by the Architect and approved by the Owner and Owner's lender. Each item shall show its total scheduled value, value of previous applications, value of the application, percentage completed, value completed and value yet to be completed. All blanks and columns must be filled in, including every percentage complete figure.

§ 9.3 Applications for Payment

§ 9.3.1 At least five 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. Such Application for Payment shall be certified as correct by Contractor and shall be accompanied by waivers of liens and other documentation from the Contractor, Subcontractors and Sub-subcontractors as may be required by the Owner and /or Owner's lender, if any, under its loan agreement with Owner or title insurer. Upon request by Owner, copies of all Applications for Payment shall be submitted by Contractor directly to Owner's lender for the Project.

§ 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.

§ 9.3.2 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 within thirty (30) days after such request for payment or such longer period as may be approved in advance by Owner and Owner's lender or specifically authorized by the Contract Documents. 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 and Owner's lender'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 and agrees that title to all Work will pass to the Owner either by incorporation in the construction or upon receipt of payment therefore by the Contractor, whichever occurs first, free and clear of all liens, claims, security interests, or encumbrances whatsoever, that the vesting of such title shall not impose any obligations on Owner or relieve Contractor of any of its obligations under the Contract, that the Contractor shall remain responsible for damage to or loss of the Work, whether completed or under construction, until responsibility for the Work has been accepted by Owner in the manner set forth in the Contract Documents, and that no Work covered by an Application for Payment will have been acquired by the Contractor, or by any other person performing Work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

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§ 9.3.4 When Application for Payment includes materials stored off the project site or stored on the Project site but not incorporated in the Work, for which no previous payment has been requested, a complete description of such material shall be attached to the application. Suitable storage which is off the Project site shall be a bonded warehouse or appropriate storage approved by Owner and Owner's lenders with the stored materials properly tagged and identifiable for this Project and properly segregated from other materials. The Owner's written approval shall be obtained before the use of off-site storage is made. Such approval may be withheld in Owner's sole discretion.

§ 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 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;
- .7 repeated failure to carry out the Work in accordance with the Contract Documents;
or
- .8 failure of the Contractor to submit required Progress Schedule or Progress Schedule updates.

§ 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.

§ 9.5.5 If the Contractor disputes any determination by the Architect with regard to any Certificate of Payment, the Contractor nevertheless shall continue to prosecute the Work.

§ 9.5.6 The Owner shall not be deemed to be in breach of this Contract by reason of the withholding of any payment pursuant to any provision of the Contract Documents provided the Architect has approved the Owner's action or the Work for which payment is being withheld shall have been rejected by any governmental authority, the Owner or the Owner's lender, if any; provided, however, that such rejection must be due to the failure of Contractor to comply with the Contract Documents.

§ 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. All payments by the Owner shall not constitute approval or acceptance of any item of cost in an Application for Payment. No partial payment made hereunder shall be, or be construed to be, final acceptance or approval of that portion of the Work to which such partial payment relates or relieve the Contractor of any of its obligations hereunder with respect thereto.

§ 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 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

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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 seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven 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 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 provided for in the Contract Documents. Notwithstanding the preceding sentence, the Contractor shall not stop the Work during the pendency of a bona fide dispute between the Owner and the Contractor, provided any sums in dispute claimed by the Contractor either are placed in escrow or are withheld by Owner's lender and it agrees to pay said disputed sum in accordance with the resolution of the dispute.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof (which the Owner agrees to accept separately) is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The Work will not be considered suitable for Substantial Completion review until all Project systems included in the Work are operational as designed and scheduled, all designated or required governmental inspections and certifications have been made and posted, designated instruction of Owner's personnel in the operation of system has been completed, all final finishes within the Contract are in place, and the Contractor has secured and delivered to the Owner written warranties and guaranties from its Subcontractors, Sub-subcontractors and suppliers bearing the date of Substantial Completion or some other date as may be agreed to by the Owner and stating the period of warranty as required by the Contract Documents. In general, the only remaining work shall be minor in nature, so that the Owner or Owner's tenants could occupy the building on that date and the completion of the Work by the Contractor would not materially interfere or hamper the Owner's or Owner's tenants' (or those claiming by, through or under Owner) occupancy or normal business operations. As a further condition of Substantial Completion acceptance, the Contractor shall certify that all remaining Work will be completed within thirty (30) consecutive calendar days or as agreed upon following the Date of Substantial Completion. The Contractor is responsible for the warranty of all Work, whether performed by it, or by its Subcontractors, at any tier during the twelve (12) month period following Substantial Completion.

§ 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 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, 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,

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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.

§ 9.9 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 and Owner 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 and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement satisfactory to the Owner 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 and the Owner's lender. 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.

In addition to the above, evidence of compliance with all requirements of the Contract Documents (notices, certificates, affidavits, other requirements to complete obligations under the Contract Documents) including but not limited to:

- (a) instruction of Owner's representatives in the operation of mechanical, electrical, plumbing and other systems,

- (b) delivery of keys to Owner with keying schedule (master, sub-master and special keys),
- (c) delivery to Architect of Contractor's General Warranty (as described in Paragraph 3.5) and each written warranty and assignment thereof prepared in duplicate, certificates of inspections, and bonds for Architect's review and delivery to Owner,
- (d) delivery to Architect of printed or typewritten operating, servicing, maintenance and cleaning instructions for all Work; parts lists and special tools for mechanical and electrical Work, in approved form,
- (e) delivery to the Architect of specified Project record documents and
- (f) delivery to Owner of a Final Conditional Waiver of Liens (AIA Document G-706 or other form satisfactory to Owner or as required by state law), covering all Work including that of all Subcontractors, vendors, labor, materials and services, executed by an authorized officer and duly notarized.

In addition to the foregoing, all other submissions required by other articles and paragraphs of the Specifications including final construction schedule shall be submitted to the Architect before approval of final payment. If a Subcontractor refuses to furnish a release or waiver required by the Owner or the Owner's lender, the Contractor may furnish a bond satisfactory to the Owner and the Owner's lender to indemnify the Owner against such lien. If such lien 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 such lien, including all costs and reasonable attorneys' fees.

§ 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.

§ 9.10.6 If the Owner has a construction loan agreement or similar agreement between the Owner and any lender for the Project, the Contractor agrees to cooperate with the Owner in complying with the provisions thereof and agrees to furnish all reasonable information, reports and certificates that are required thereunder.

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

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- .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
- .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 at its sole cost and expense damage and loss (other than damage or loss insured under property insurance required by the Contract Documents as described in Article 11, subject to Contractor's liability to pay any deductible amount) 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 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.

§ 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 Unless otherwise provided in the Contract Documents, in the event the Contractor encounters at the Project site any of the following:

- .1 materials which Contractor reasonably believes or has reason to reasonably believe are hazardous materials which are not controlled or have not been rendered harmless; or
- .2 a condition which it reasonably believes or has reason to reasonably believe is a wetland condition which is not protected; or
- .3 items or a circumstance which it reasonably believes or has reason to reasonably believe is a Native American archeological site which is not protected;

then the Contractor immediately shall cease the Work in the affected area, shall take such emergency measures as are reasonably necessary to contain any suspected hazardous materials, or limit their effects, or to protect the suspected wetland condition or the suspected Native American archeological site, shall notify others working in the affected area, and shall notify the Owner and the Architect as soon as reasonably possible with prompt confirmation in writing. The Contractor shall not resume the Work until receiving a written order from the Owner to do so. As used in subparagraph 10.3.1:

.1 the term "hazardous materials" shall mean and include all "hazardous substances" as defined in the federal Comprehensive Environmental Response Compensation Liability Act (CERCLA), dl "hazardous waste as defined in the federal Resource Conservation Recovery Act (RCRA), and similar terms as used in the applicable federal, state and local statutes, rules and regulations; and

.2 the term "wetland condition" shall mean and include all "wetland" and "water bodies" subject to regulation under the federal Clean Water Act and similar terms as used in applicable federal, state and local statutes, rules and regulations; and

the term "Native American archeological site" shall mean and include "archeological site " as defined in ORS 358.905 and similar phrases and terms as used in applicable federal, state and local statutes, rules and regulations.

§ 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 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, as described in the Agreement or elsewhere in the Contract Documents. 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, 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 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.

§ 11.1.3 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.

§ 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 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 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.

§ 11.2 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 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 all rights against the Contractor, Subcontractors, and Sub-subcontractors 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.

§ 11.2.3 **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 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.

§ 11.3 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 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.

§ 11.3.2 If during the Project construction period the Owner insures properties, real 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 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 Adjustment and Settlement of Insured Loss

§ 11.5.1 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 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 or Owner's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, the Owner or any

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government authority, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time or Contract Sum.

§ 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.

§ 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. 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. 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 place where the Project is located, 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.

§ 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.

§ 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 and Owner timely notice of when and where tests and inspections are to be made so that the Architect and Owner may be present for such procedures. The Architect, Owner and Contractor shall be afforded a reasonable opportunity to attend, observe, and witness all inspections and tests of the Work. The Architect or Owner may at any time request and receive from Contractor satisfactory evidence that material, supplies, or equipment are in conformance with the Contract Documents. The conduct of any inspection or test and the receipt of any approval shall not operate to relieve the Contractor from its obligations under the Contract Documents unless specifically so stated by Owner in writing. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. 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.

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§ 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.

§ 13.5 Interest

. In no event shall any interest be due and payable by the Owner to the Contractor, any Subcontractor or any other party on any of the sums payable by the Owner or sums which the Owner is authorized to retain pursuant to the Contract Documents, unless under the terms of the Agreement sums are due and unpaid.

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 the respective periods set forth below 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, a period of one hundred twenty (120) days;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped, a period of one hundred twenty (120) days; or;
- .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, a period of thirty (30) days; 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 disregards the instruction of Architect or Owner (when such instructions are based on the requirements of the Contract Documents);
- .5 is adjudged a bankrupt or insolvent, or makes a general assignment for the benefit of Contractor's creditors or a trustee or receiver is appointed for Contractor or for any of its property, or files a petition to take advantage of any debtor's act, or to reorganize under bankruptcy or similar laws; or
- .6 otherwise does not fully comply with the Contract Documents.

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§ 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, 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.

§ 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 in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

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.

§ 15.1.3 Notice of Claims

§ 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, shall be initiated by notice to the other party 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 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.

§ 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 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, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 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. Said notice shall itemize all claims and shall contain sufficient detail and substantiating data to permit evaluation of same by Owner and Architect. 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. Said notice shall include detailed documentation of the cause or event resulting in the need for an extension of time, and a schedule analysis, based upon the approved Contractor's construction schedule and periodic updates thereof, showing the impact of the cause or event on the critical path of the approved Contractor's construction schedule. No such claim shall be valid unless so made. 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 valid only (i) to the extent 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 critical path of the scheduled construction and (ii) if Contractor submits the notice required by Section 15.1.2 within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the Contractor first recognizes the condition giving rise to the Claim, whichever is later.

§ 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

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- .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.

§ 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 or pursue binding dispute resolution proceedings 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.

§ 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 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, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 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.

§ 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 The parties shall share the mediator's fee and any filing fees equally. 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.

§ 15.4 Arbitration

§ 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.

§ 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 Should any arbitration, suit or action be commenced in connection with any claims, disputes or other matters in question arising out of or relating to the Contract or the breach thereof, to obtain a construction of or enforce any provision of the Contract or rescind the Contract, or to enforce or collect any award obtained during arbitration or any judgment or decree of any court related to the Contract, the prevailing party shall be entitled to recover its attorneys' and expert witnesses' fees and related costs, disbursements and expenses incurred prior to and during the arbitration or

trial, on review for appeal, on appeal, on review for reconsideration or on reconsideration, regardless of when such reconsideration should be sought or granted, as the arbitrator(s) or court shall adjudge reasonable.

§ 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.

Additions and Deletions Report for

AIA® Document A201® – 2017

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PAGE 1

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City of Oregon City
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...

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2525 E Burnside Street, Portland OR 97214

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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. If the Contractor is aware that portions of the Contract Documents are at variance with applicable laws, statutes, ordinances, building codes, rules or regulations, the Contractor shall promptly notify the Architect in writing and necessary changes shall be accomplished by appropriate modification.

...

§ 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. Dimensions shall be computed, rather than determined by scale or rule.

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§ 1.2.4 In the event of conflicts or discrepancies among the Contract Documents, interpretations by the Architect will be based on the following priorities in descending order:

1. This Agreement.
2. Change Orders and written amendments to this Agreement.
3. Addenda, with those of a later date having precedence over those of an earlier date.
4. The Supplementary General Conditions, if any.
5. The General Conditions of the Contract for Construction.
6. The Drawings and Specifications or within either Document not clarified by Addendum, the better quality or greater quantity of Work shall be provided in accordance with the Owner's or Architect's interpretation. Notwithstanding the provisions of Division 0, the Drawings and Specifications are complementary; and what is required by one shall be as binding as if required

by all. In the event of conflicts or discrepancies between the two documents, the Contractor is responsible to obtaining clarification from the Architect. The Architect will render an interpretation consistent with the intent of the documents as complementary. The Contractor shall assume that any interpretation may favor the more stringent version of the Work and shall be responsible therefore

...

§ 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. All work products of the Architect and the Architect's consultants that are part of this Agreement, including the Drawings and Specifications, are the exclusive property of City of Oregon City. In addition, if any of these work products contain intellectual property of the Architect and the Architect's consultants that is or could be protected by federal copyright, patent, or trademark laws, or state trade secret laws, Architect and the Architect's consultants hereby grants the City of Oregon City a perpetual, royalty-free, fully paid, nonexclusive and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, use and re-use, in whole or in part (and to authorize others to do so), all such work products and any other information, designs, plans, or works provided or delivered to the City of Oregon City or produced by the Architect and the Architect's consultants under this Agreement. The parties expressly agree that all works produced (including, but not limited to, any taped or recorded items) pursuant to this Agreement are works specially commissioned by City of Oregon City, and that any and all such works shall be works made for hire in which all rights and copyrights belong exclusively to City. The Architect and the Architect's consultants shall not publish, republish, display or otherwise use any work or Work Products resulting from this Agreement without the prior written agreement of City of Oregon City.

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§ 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. The Owner has designated a Project Manager, PlanB Consultancy, hereinafter referred to as "Owner's Project Manager", to act as its authorized representative and agent in the administration of the Contract Documents. Many of the responsibilities of the Owner as provided in the Contract Documents may be carried out by the Owner's Project Manager unless otherwise provided in the Contract Documents, or unless otherwise directed by the Owner in writing.

§ 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. The Owner will have no obligation to forward to Contractor within the applicable time period as may be required by State law, copies of Notices of Right to a Lien or any similar instrument received by Owner from any party purporting to provide services and/or materials to the Project. The Owner nonetheless will make a good faith effort to forward to the Contractor copies of Notices of Right to a Lien received by Owner.

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§ 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 the plan check and building permit fees, systems development charges, necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

...

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. This right shall be in addition to, and not in restriction of, the Owner's rights under Subparagraph 12.2.
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§ 3.2.3 Any design errors or omissions noted by the Contractor during this review shall be reported promptly to the Owner and Architect, but 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. The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and 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. shall be reported promptly to the Owner and Architect.
PAGE 14

§ 3.3.4 If any of the Work is required to be inspected or approved by any public authority or independent inspection laboratory, the Contractor shall coordinate such inspection or approval.

§ 3.3.5 The Contractor acknowledges that it is the Contractor's responsibility to hire all personnel necessary for the proper and diligent prosecution of the Work.

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§ 3.5.2 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. Effective upon the written demand of the Owner or upon the insolvency, bankruptcy, dissolution or other incapacity of the Contractor, the Contractor assigns to the Owner all Subcontractors' warranties in materials and equipment and other portions or components of the Work.

§ 3.5.3 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 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as the Owner shall pay for the building permit. Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay 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.

...

§ 3.7.3 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. It is not the Contractor's responsibility to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations. However, if the Contractor observes that portions of the Contract Documents are at variance therewith, the Contractor shall promptly notify the Architect and Owner in writing, and necessary changes shall be accomplished by appropriate Modification.

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§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness in sufficient time to avoid delay in the Work

...

§ 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. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case.

...

The Contractor shall ~~make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, maintain at the site for the Owner one record copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate record field changes and selections made during construction, and the one record copy of approved Shop Drawings, Product Data, Samples, Samples and similar required submittals.~~ These shall be ~~in electronic form or paper copy,~~ available to the Architect and Owner, ~~and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.~~ The Work. These documents, when delivered to the Architect, shall be accompanied by a transmittal listing the documents, signed and dated by the Contractor, and including the following statement: "The Contractor certifies that these record documents, to the best of the Contractor's knowledge, show complete and exact "as-built" conditions".

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§ 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. Submittals which are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.6 By approving and 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 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, for such portion of the Work, in accordance with the provisions of Division 1 of the Specifications, "General Requirements", until the respective submittal has been approved by the Architect.

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§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials ~~and or~~ rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove all waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about ~~the Project~~ the Project site, and leave the Project in a clean and safe condition. The Contractor shall remove all spillage and tracking arising from the public use and performance of the Work from such areas and shall establish a regular maintenance program of sweeping, vacuuming or hosing to minimize the accumulation of dirt and dust upon such areas.

In addition to general broom cleaning, the Contractor shall perform minimum final cleaning for all trades at completion of the Work in accordance with the Specifications and the following:

.1 remove temporary protections;

.2 remove marks, stains, fingerprints and other soil or dirt from painted, decorated and natural-finished woodwork and other Work;

.3 remove spots, plaster, soil and paint from ceramic tile, marble and other finished materials, and wash or wipe clean;

.4 clean fixtures, cabinet work and equipment, removing stains, paint, dirt and dust, and leave same in undamaged, new condition;

.5 clean aluminum in accordance with recommendations of the manufacturer;

.6 clean resilient floors thoroughly with a well rinsed mop containing only enough moisture to clean off any surface dirt or dust and buff dry by machine to bring the surfaces to a sheen; and

.7 remove spots and other foreign material from carpeted areas using cleaning methods in accordance with the carpet manufacturer's recommendations, and vacuum all areas, and mechanically clean any areas which have been subjected to high traffic during completion of construction activities.

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§ 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 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, 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), indemnify, defend, reimburse and hold harmless the Owner, Owner's Project Manager, and the executives, managers, directors, officers, attorneys, designers, agents and employees of either of them (collectively, "Indemnitees") from, for and against suits, claims, damages, losses, injuries, liabilities, costs and expenses, of any and all kinds (collectively, "Damages") including but not limited to (1) attorneys' fees and expert witness' fees, and costs and disbursements; (2) economic and non-economic Damages; and (3) Damages relating to personal injury, sickness, disease or death or injury to real or personal property (including the Work itself and loss of use of the Work), arising out of or resulting from performance of the Work, but only to the extent caused by the negligent acts or omissions or by breach of contract or other failure 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 Damage is caused in part by a party indemnified hereunder. Such obligation "The obligations of this Section (i) shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that which would otherwise exist as to a party or person described in this Section 3.18. Section 3.18 and (ii) shall not be limited to Damages arising from third party claims.

...

§ 3.18.3 The Contractor shall require each Subcontractor, by subcontract or other agreement to indemnify, hold harmless, reimburse and defend the Indemnitees to the same extent as required of the Contractor in this Section.

...

§ 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, lawfully licensed to practice architecture or an entity lawfully practicing architecture identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Architect" means the Architect or the Architect's authorized representative.

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§ 4.2.1 The Owner and Architect will jointly 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 Documents. The Owner has designated a Project Manager (Owner's Project Manager) to be the Owner's representative. The Architect generally shall assist the Owner and Owner's Project Manager in fulfilling the responsibility to administer the Contract. The Architect will be a representative of the Owner during construction and until final payment. If so requested by the Owner, the Owner's Project Manager, and/or Owner's lender, if any, the Architect shall interpret and advise the Owner and Owner's Project Manager with respect to matters set forth in the Drawings and Specifications. The Architect will have the authority to act on behalf of

the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 4.2.2 The Architect, as a representative of the Owner, 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, except as provided in Section 3.3.1.

...

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 With the exception of routine communications, the Architect and the Contractor shall endeavor to communicate with each other through the Owner's Project Manager. Routine communications between the Architect and Contractor may occur, provided the Owner's Project Manager is apprised through copies of appropriate correspondence, meeting minutes or other records of such communications. All instructions and other communications to the Contractor prepared by the Architect will be issued through the Owner's Project Manager. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers subcontractors and material suppliers of the Contractor shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols. Owner's separate contractors shall be through the Owner's Project Manager.

...

§ 4.2.6 The Architect has authority to advise the Owner to reject Work that does not conform to the Contract Documents. Whenever the Architect or Owner's Project Manager 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.

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§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order In each instance, upon request of the Owner, the Architect will prepare documentation for Change Orders and Construction Change Directives for issuance by the Owner's Project Manager, and may authorize, with the Owner's prior approval, minor changes in the Work as provided in Section 7.4. 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 Upon request of the Owner, 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.

...

§ 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, site or offsite or to furnish materials or equipment incorporated into or utilized in performing the Work. 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, but does include Subcontractors, Suppliers and Consultants of the Contractors at all tiers.

§ 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, site or offsite or to furnish materials or equipment incorporated into or utilized in performing the Work.~~ 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.

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§ 5.2.1 The Contractor shall procure a minimum of three (3) competitive bids for each subcontract for which the cost of the subcontracted work will exceed \$50,000. ~~Unless otherwise stated in the Contract Documents, Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including furnish in writing to the Owner and the Architect the names of persons or entities (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) design) that bid on each subcontract, the amount of the bids, and the Contractor's recommendation of the person or entity proposed for each principal portion of the Work. The Architect will promptly reply to the Contractor in writing stating whether or not the Owner or the Architect, after due investigation, 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 entity. Failure of the Owner or Architect to reply promptly shall constitute notice of no reasonable objection.~~

...

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.

§ 5.3.2 Each subcontract shall, where the context so requires, contain provisions that:

- .1 require that such Work be performed in accordance with the requirements of the Contract Documents;
- .2 waive all rights the Contractor or Owner may have against one another or that the Subcontractor may have against the Contractor or Owner for damages caused by fire or other perils covered by the insurance described in Article 11;
- .3 require each major Subcontractor ("major" meaning a contract in the amount of \$20,000 or greater) carry and maintain insurance coverage in accordance with the Contract Documents which shall be endorsed as primary insurance and non-contributory with the Owner's insurance naming the Owner, Owner's Project Manager, and the Architect, and without limitation, their respective partners, officers, commissioners, directors, agents and employees as additional insureds, and to file certificates of such coverage with the Contractor;

- .4 require the Subcontractor to submit certificates and waivers of liens for work completed by it and by its Sub-subcontractors as a condition to the disbursement of the progress payment next due and owing;
- .5 require submission to Contractor or Subcontractor, as the case may be, of applications for payment in a form approved by the Owner, together with clearly defined invoices and billings supporting all such applications under each subcontract to which the Contractor is a party;
- .6 report, so far as practicable, unit prices and any other feasible formula for use in the determination of costs of changes in the Work;
- .7 require each Subcontractor to furnish to the Contractor in a timely fashion all information necessary for the preparation and submission of the reports required herein;
- .8 require that each Subcontractor continue to perform under its subcontract in the event the Contract is terminated and the Owner shall take an assignment of said subcontract and request such Subcontractor to continue such performance; and
- .9 require each Subcontractor to remove all debris created by its activities.

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§ 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. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15. The Contractor acknowledges the Owner's option and/or intent to cause the installation of tenant finish and other work to be performed by others and that a portion of such work may take place before Substantial Completion by the Contractor. The Contractor shall afford such parties ample access to the site and all areas of the Work as may be reasonably necessary for the performance of such work including, without limitation, storage of materials and equipment, vertical transportation, and connection to utilities and services.

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§ 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~~ schedules when directed to do so. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual ~~agreement~~ agreement with the Owner. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

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§ 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~~ Documents and as follows:

- .1 An order for minor changes in the Work including, but not limited to, a response to a Request for Information (RFI), clarification drawing and/or detail, field directive or field order shall not be recognized as having any impact upon the Contract Sum or the Contract Time and the Contractor shall have no claim therefore unless it shall, prior to complying with same and in no event no later than seven (7) calendar days from the date such direction or order was given, submit to the Owner a written request for a change in the Contract Sum and/or Contract Time.

- .2 A Change Proposal, Proposal Request or similar notice with detailed supporting data shall be delivered to the Owner no later than fourteen (14) calendar days from the date such direction or order was given. When submitting its Change Proposal, the Contractor shall include and set forth in clear and precise detail breakdowns of labor and materials for all trades involved and the estimated impact on the construction schedule. The Contractor shall furnish spread sheets from which the breakdowns were prepared, plus spread sheets if requested of any Subcontractors.

§ 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~~ and is subject to the approval of the Owner.

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§ 7.3.1 A Construction Change Directive is a written order prepared by the ~~Architect~~ Architect, issued by the Owner's Project Manager, submitted to 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.

...

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, ~~the Architect shall determine the adjustment or if time requirements dictate (in the Owner's reasonable opinion), the Architect shall make all required certifications with respect to such Work, and the cost of such Work shall then be determined by the Owner 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, a percentage fee increase or General Contractor's fee deduction for overhead and profit not to exceed 3.75% of such Work's actual cost to Contractor and 10.00% of such Work's actual cost to be apportioned by Contractor between any and all Subcontractors and Sub-subcontractors. For Work performed by Contractor's own forces, Contractor's mark-up shall be limited to actual cost plus a percentage fee for overhead and profit not to exceed 3.75%. In such case, and also under Section 7.3.3.3, Section 7.3.3.3, the Contractor shall keep and present, in such form as the Owner and 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: of actual costs together with appropriate supporting data. For the purposes of this Section 7.3.4 actual costs shall be defined and limited to the cost of the following:~~

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The Architect ~~may~~ will have authority, subject to the approval of the Owner, to 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 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.

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§ 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, or of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) separate contractor employed by the Owner, or by changes ordered in the Work as reflected in Change Orders approved by the Owner that provide for the Contract Time to be extended, 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. unavoidable shutdowns related to COVID-19 or other pandemic or by occurrences beyond the control and without the fault or negligence of the Contractor and which by the exercise of reasonable diligence the Contractor is unable to prevent or provide against, including labor disputes (other than disputes limited to the work force of, or provided by, the Contractor or its Subcontractors), fire, unusual delay in deliveries not reasonably anticipatable, unavoidable casualties, or by other occurrences which the Architect, subject to the Owner's approval, determines may justify delay, then, provided that the Contractor is in compliance with Subparagraph 15.1.2 hereof, the Contract Time shall be extended by Change Order or Construction Change Directive for the length of time actually and directly caused by such occurrence as recommended by the Architect and approved by the Contractor and Owner (such approval not to be unreasonably withheld, delayed, or conditioned); provided, however, that such extension of Contract Time shall be net of any delays caused by or due to fault or negligence of the Contractor or which are otherwise the responsibility of the Contractor and shall also be net of any contingency or "float" time allowance included in the Contractor's construction schedule. Unless otherwise provided in the Change Order, no such Change Order extending the Contract Time shall result in any increased payments to the Contractor for overhead, extended overhead or for any other amounts of any nature. The Contractor shall, in the event of any occurrence likely to cause a delay, cooperate in good faith with the Architect and Owner to minimize and mitigate the impact of any such occurrence and do all things reasonable under the circumstances to achieve this goal.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15. A copy of any claim for extension shall be delivered to the Owner and the Architect, and the Contractor shall immediately take all steps reasonably possible to lessen the adverse impact of such delay on Owner.

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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 Before the first Application for Payment, the Contractor shall submit to the Architect and Owner a schedule of values allocated to various portions of the Work, which in aggregate equals the total Contract Sum, divided so as to facilitate payments to Subcontractors, supported by such evidence of correctness as the Architect may direct or as required by the Owner. This schedule, when approved by the Architect and Owner, shall be used to monitor the progress of the Work and 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. All items with entered values will be transferred by the Contractor to the "Application and Certificate for Payment," and shall include the latest approved Change Orders and Construction Change Directives. Change Order values and Construction Change Directive values shall be broken down to show the various subcontracts. The Application for Payment shall be on a form as provided by the Architect and approved by the Owner and Owner's lender. Each item shall show its total scheduled value, value of previous applications, value of the application, percentage completed, value completed and value yet to be completed. All blanks and columns must be filled in, including every percentage complete figure.

...

§ 9.3.1 At least ~~ten~~ five 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. Such Application for Payment shall be certified as correct by Contractor and shall be accompanied by waivers of liens and other documentation from the Contractor, Subcontractors and Sub-subcontractors as may be required by the Owner and/or Owner's lender, if any, under its loan agreement with Owner or title insurer. Upon request by Owner, copies of all Applications for Payment shall be submitted by Contractor directly to Owner's lender for the Project.

...

§ 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~~ Work within thirty (30) days after such request for payment or such longer period as may be approved in advance by Owner and Owner's lender or specifically authorized by the Contract Documents. 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 and Owner's lender'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 and agrees that title to all Work will pass to the Owner either by incorporation in the construction or upon receipt of payment therefore by the Contractor, whichever occurs first, free and clear of all liens, claims, security interests, or encumbrances whatsoever, that the vesting of such title shall not impose any obligations on Owner or relieve Contractor of any of its obligations under the Contract, that the Contractor shall remain responsible for damage to or loss of the Work, whether completed or under construction, until responsibility for the Work has been accepted by Owner in the manner set forth in the Contract Documents, and that no Work covered by an Application for Payment will have been acquired by the Contractor, or by any other person performing Work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.~~

§ 9.3.4 When Application for Payment includes materials stored off the project site or stored on the Project site but not incorporated in the Work, for which no previous payment has been requested, a complete description of such material shall be attached to the application. Suitable storage which is off the Project site shall be a bonded warehouse or appropriate storage approved by Owner and Owner's lenders with the stored materials properly tagged and identifiable for this Project and properly segregated from other materials. The Owner's written approval shall be obtained before the use an off-site storage is made. Such approval may be withheld in Owner's sole discretion.

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- .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~~ Documents;
- or
- .8 failure of the Contractor to submit required Progress Schedule or Progress Schedule updates.

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§ 9.5.5 If the Contractor disputes any determination by the Architect with regard to any Certificate of Payment, the Contractor nevertheless shall continue to prosecute the Work.

§ 9.5.6 The Owner shall not be deemed to be in breach of this Contract by reason of the withholding of any payment pursuant to any provision of the Contract Documents provided the Architect has approved the Owner's action or the Work for which payment is being withheld shall have been rejected by any governmental authority, the Owner or the Owner's lender, if any; provided, however, that such rejection must be due to the failure of Contractor to comply with the Contract Documents.

§ 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. All payments by the Owner shall not constitute approval or acceptance of any item of cost in an Application for Payment. No partial payment made hereunder shall be, or be construed to be, final acceptance or approval of that portion of the Work to which such partial payment relates or relieve the Contractor of any of its obligations hereunder with respect thereto.

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If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven 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 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 provided for in the Contract Documents. Notwithstanding the preceding sentence, the Contractor shall not stop the Work during the pendency of a bona fide dispute between the Owner and the Contractor, provided any sums in dispute claimed by the Contractor either are placed in escrow or are withheld by Owner's lender and it agrees to pay said disputed sum in accordance with the resolution of the dispute.

...

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof (which the Owner agrees to accept separately) is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The Work will not be considered suitable for Substantial Completion review until all Project systems included in the Work are operational as designed and scheduled, all designated or required governmental inspections and certifications have been made and posted, designated instruction of Owner's personnel in the operation of system has been completed, all final finishes within the Contract are in place, and the Contractor has secured and delivered to the Owner written warranties and guaranties from its Subcontractors, Sub-subcontractors and suppliers bearing the date of Substantial Completion or some other date as may be agreed to by the Owner and stating the period of warranty as required by the Contract Documents. In general, the only remaining work shall be minor in nature, so that the Owner or Owner's tenants could occupy the building on that date and the completion of the Work by the Contractor would not materially interfere or hamper the Owner's or Owner's tenants' (or those claiming by, through or under Owner) occupancy or normal business operations. As a further condition of Substantial Completion acceptance, the Contractor shall certify that all remaining Work will be completed within thirty (30) consecutive calendar days or as agreed upon following the Date of Substantial Completion. The Contractor is responsible for the warranty of all Work, whether performed by it, or by its Subcontractors, at any tier during the twelve (12) month period following Substantial Completion.

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§ 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 and Owner 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 effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement satisfactory to the Owner 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. ~~Owner and the Owner's lender.~~ 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.

In addition to the above, evidence of compliance with all requirements of the Contract Documents (notices, certificates, affidavits, other requirements to complete obligations under the Contract Documents) including but not limited to:

- (a) instruction of Owner's representatives in the operation of mechanical, electrical, plumbing and other systems,
- (b) delivery of keys to Owner with keying schedule (master, sub-master and special keys),
- (c) delivery to Architect of Contractor's General Warranty (as described in Paragraph 3.5) and each written warranty and assignment thereof prepared in duplicate, certificates of inspections, and bonds for Architect's review and delivery to Owner,
- (d) delivery to Architect of printed or typewritten operating, servicing, maintenance and cleaning instructions for all Work; parts lists and special tools for mechanical and electrical Work, in approved form,
- (e) delivery to the Architect of specified Project record documents and
- (f) delivery to Owner of a Final Conditional Waiver of Liens (AIA Document G-706 or other form satisfactory to Owner or as required by state law), covering all Work including that of all Subcontractors, vendors, labor, materials and services, executed by an authorized officer and duly notarized.

In addition to the foregoing, all other submissions required by other articles and paragraphs of the Specifications including final construction schedule shall be submitted to the Architect before approval of final payment. If a Subcontractor refuses to furnish a release or waiver required by the Owner or the Owner's lender, the Contractor may furnish a bond satisfactory to the Owner and the Owner's lender to indemnify the Owner against such lien. If such lien 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 such lien, including all costs and reasonable attorneys' fees.

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§ 9.10.6 If the Owner has a construction loan agreement or similar agreement between the Owner and any lender for the Project, the Contractor agrees to cooperate with the Owner in complying with the provisions thereof and agrees to furnish all reasonable information, reports and certificates that are required thereunder.

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§ 10.2.5 The Contractor shall promptly remedy at its sole cost and expense damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) as described in Article 11, subject to Contractor's liability to pay any deductible amount) 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.

...

§ 10.3.1 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. Unless otherwise provided in the Contract Documents, in the event the Contractor encounters at the Project site any of the following:

- .1 materials which Contractor reasonably believes or has reason to reasonably believe are hazardous materials which are not controlled or have not been rendered harmless; or
- .2 a condition which it reasonably believes or has reason to reasonably believe is a wetland condition which is not protected; or
- .3 items or a circumstance which it reasonably believes or has reason to reasonably believe is a Native American archeological site which is not protected;

then the Contractor immediately shall cease the Work in the affected area, shall take such emergency measures as are reasonably necessary to contain any suspected hazardous materials, or limit their effects, or to protect the suspected wetland condition or the suspected Native American archeological site, shall notify others working in the affected area, and shall notify the Owner and the Architect as soon as reasonably possible with prompt confirmation in writing. The Contractor shall not resume the Work until receiving a written order from the Owner to do so. As used in subparagraph 10.3.1:

- .1 the term "hazardous materials" shall mean and include all "hazardous substances" as defined in the federal Comprehensive Environmental Response Compensation Liability Act (CERCLA), or "hazardous waste as defined in the federal Resource Conservation Recovery Act (RCRA), and similar terms as used in the applicable federal, state and local statutes, rules and regulations; and
- .2 the term "wetland condition" shall mean and include all "wetland" and "water bodies" subject to regulation under the federal Clean Water Act and similar terms as used in applicable federal, state and local statutes, rules and regulations; and

the term "Native American archeological site" shall mean and include "archeological site" as defined in ORS 358.905 and similar phrases and terms as used in applicable federal, state and local statutes, rules and regulations.

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§ 12.1.1 If a portion of the Work is covered contrary to the Architect's or Owner's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, the Owner or any government authority, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the ~~Contract Time~~ Contract Time or Contract Sum.

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§ 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 and Owner timely notice of when and where tests and inspections are to be made so that the Architect and Owner may be present for such procedures. The Architect, Owner and Contractor shall be afforded a reasonable opportunity to attend, observe, and witness all inspections and tests of the Work. The Architect or Owner may at any time request and receive from Contractor satisfactory evidence that material, supplies, or equipment are in conformance with the Contract Documents. The conduct of any inspection or test and the receipt of any approval shall not operate to relieve the Contractor from its obligations under the Contract Documents unless specifically so stated by Owner in writing. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

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~~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. In no event shall any interest be due and payable by the Owner to the Contractor, any Subcontractor or any other party on any of the sums payable by the Owner or sums which the Owner is authorized to retain pursuant to the Contract Documents, unless under the terms of the Agreement sums are due and unpaid.~~

...

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for ~~a period of 30 consecutive days~~ the respective periods set forth below 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; stopped, a period of one hundred twenty (120) days;~~
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be ~~stopped; stopped, a period of one hundred twenty (120) days; or;~~
- .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; Documents, a period of thirty (30) days; or~~

...

- .4 ~~otherwise is guilty of substantial breach of a provision of the Contract Documents.~~ disregards the instruction of Architect or Owner (when such instructions are based on the requirements of the Contract Documents);
- .5 is adjudged a bankrupt or insolvent, or makes a general assignment for the benefit of Contractor's creditors or a trustee or receiver is appointed for Contractor or for any of its property, or files a petition to take advantage of any debtor's act, or to reorganize under bankruptcy or similar laws; or
- .6 otherwise does not fully comply with the Contract Documents.

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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. Said notice shall itemize all claims and shall contain sufficient detail and substantiating data to permit evaluation of same by Owner and Architect. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

...

§ 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. Said notice shall include detailed documentation of the cause or event resulting in the need for an extension of time, and a schedule analysis, based upon the approved Contractor's construction schedule and periodic updates thereof, showing the impact of the cause or event on the critical path of the approved Contractor's construction schedule. No such claim shall be valid unless so made. 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 valid only (i) to the extent documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, anticipated and had an adverse effect on the scheduled construction-critical path of the scheduled construction and (ii) if Contractor submits the notice required by Section 15.1.2 within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the Contractor first recognizes the condition giving rise to the Claim, whichever is later.

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§ 15.4.4 Should any arbitration, suit or action be commenced in connection with any claims, disputes or other matters in question arising out of or relating to the Contract or the breach thereof, to obtain a construction of or enforce any provision of the Contract or rescind the Contract, or to enforce or collect any award obtained during arbitration or any judgment or decree of any court related to the Contract, the prevailing party shall be entitled to recover its attorneys' and expert witnesses' fees and related costs, disbursements and expenses incurred prior to and during the arbitration or trial, on review for appeal, on appeal, on review for reconsideration or on reconsideration, regardless of when such reconsideration should be sought or granted, as the arbitrator(s) or court shall adjudge reasonable.

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 16:48:03 ET on 08/11/2020 under Order No. 2791113480 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)

PERMIT SET

JUL 10, 2020



OREGON CITY PUBLIC WORKS

13895 FIR STREET
OREGON CITY, OR 97045

S|E A
SCOTT|EDWARDS ARCHITECTURE LLP.
2525 E Burnside Street, Portland, OR 97214
phone: (503) 226-3617 www.seallp.com

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GENERAL PROJECT NOTES

REFER TO OWNER-CONTRACTOR AGREEMENT FOR GENERAL CONDITIONS. WHERE THERE IS A CONFLICT BETWEEN THE CONTRACT AND NOTES HEREIN, THE CONTRACT TAKES PRECEDENCE.

1.

GENERAL CONTRACTOR IS RESPONSIBLE FOR THE FULL SET OF CONSTRUCTION DOCUMENTS, INCLUDING BUT NOT LIMITED TO DRAWINGS, SPECIFICATIONS, AND ADDENDA.

2.

THE CONTRACTOR SHALL FIELD VERIFY ALL CONDITIONS AND DIMENSIONS PRIOR TO ANY WORK AND SHALL BE RESPONSIBLE FOR ALL WORK AND MATERIALS INCLUDING THOSE FURNISHED BY SUBCONTRACTORS.

3.

DIMENSIONS TAKE PRECEDENCE OVER DRAWINGS: DO NOT SCALE DRAWINGS TO DETERMINE ANY LOCATIONS. THE ARCHITECT SHALL BE NOTIFIED OF ANY DISCREPANCY PRIOR TO CONTINUING WITH WORK.

4.

GENERAL CONTRACTOR SHALL KEEP THE CONSTRUCTION SITE IN A BROOM CLEAN CONDITION AT ALL TIMES DURING THE PROJECT.

5.

THE CONTRACTOR SHALL REPORT TO THE ARCHITECT ANY ERRORS, INCONSISTENCIES OR OMISSIONS HE OR SHE MAY DISCOVER. BRING UNFORSEEN CONDITIONS TO ATTENTION OF ARCHITECT UPON DISCOVERY AT ANY POINT. THE MEANS OF CORRECTING ANY ERROR OR UNFORSEEN CONDITION SHALL FIRST BE APPROVED BY THE ARCHITECT.

6.

ALL REQUIRED CITY AND/OR COUNTY LICENSE SHALL BE ACQUIRED AND PAID FOR BY THE INDIVIDUAL TRADE.

7.

THE ARCHITECT WILL REVIEW SHOP DRAWINGS AND SAMPLES FOR CONFORMANCE WITH THE DESIGN CONCEPT OF THE PROJECT. THE ARCHITECT'S REVIEW OF A SEPARATE ITEM SHALL NOT INDICATE APPROVAL OF AN ASSEMBLY IN WHICH THE ITEM FUNCTIONS.

8.

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY LOCATION OF ALL EXISTING UTILITIES WHETHER SHOWN HEREIN OR NOT AND TO PROTECT THEM FROM DAMAGE. THE CONTRACTOR SHALL BEAR ALL EXPENSES OF REPAIR OR REPLACEMENT OF UTILITIES OR OTHER PROPERTY DAMAGED BY OPERATIONS IN CONJUNCTION WITH THE EXECUTION OF THE WORK.

9.

CITY APPROVED PLANS SHALL BE KEPT IN A SECURE PLACE AND SHALL NOT BE USED BY WORKERS. THE CONTRACTOR SHALL BE RESPONSIBLE THAT ALL SUBCONTRACTORS' CONSTRUCTION SETS REFLECT THE SAME INFORMATION. THE CONTRACTOR SHALL ALSO MAINTAIN, IN GOOD CONDITION, ONE COMPLETE SET OF STAMPED CITY APPROVED PLANS WITH ALL REVISIONS, ADDENDUMS, AND CHANGE ORDERS ON THE PREMISES AT ALL TIMES. THESE ARE TO BE UNDER THE CARE OF THE JOB SUPERINTENDENT AND MUST BE MADE AVAILABLE TO BUILDING AND FIRE INSPECTIONS FOR REFERENCE DURING CONSTRUCTION.

10.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COMPLETE SECURITY OF THE SITE WHILE THE JOB IS IN PROGRESS AND UNTIL JOB COMPLETION.

11.

THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO ENSURE THE SAFETY OF THE OCCUPANTS AND WORKERS AT ALL TIMES.

12.

THE CONTRACTOR IS SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS AND METHODS AND SHALL MAINTAIN THE STRUCTURAL INTEGRITY OF ANY CONSTRUCTION.

13.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR AND SHALL REPLACE OR REMEDY ANY FAULTY, IMPROPER, OR INFERIOR MATERIALS OR WORKMANSHIP WHICH SHALL APPEAR WITHIN ONE (1) YEAR AFTER THE COMPLETION AND ACCEPTANCE OF THE WORK UNDER THIS CONTRACT.

14.

CONTRACTOR TO PROVIDE BACKING OR BLOCKING AS REQUIRED FOR MOUNTING ALL WALL MOUNTED SHELVES, EQUIPMENT, ACCESSORIES, CABINETS, ETC.

15.

CONTRACTOR TO PROTECT ALL TREES AND ROOTS NOT SLATED FOR REMOVAL DURING CONSTRUCTION.

16.

GENERAL CONTRACTOR RESPONSIBLE FOR MAINTENANCE OF STAGING AREA AND TO ENSURE THAT MATERIALS DELIVERY AND STORAGE DOES NOT INTERFERE WITH DAILY OPERATION OF ADJACENT PROPERTIES OR PUBLIC RIGHT OF WAY.

17.

GENERAL CONTRACTOR RESPONSIBLE FOR CONSTRUCTION STAKING.

PROJECT TEAM

OWNER	OREGON CITY PUBLIC WORKS 625 CENTER STREET OREGON CITY, OR 97045 TEL: (503) 657-0891 CONTACT: JOHN LEWIS
OWNER'S REP	PLANB CONSULTANCY 696 MCVEY AVE, SUITE 202 LAKE OSWEGO, OR 97034 TEL: (503) 850-9876 CONTACT: GERARD MULROONEY EMAIL: GMULROONEY@PLANBCONSULT.NET
CONTRACTOR	EMERICK CONSTRUCTION CO. 7855 SW MOHAWK STREET TUALATIN, OR 97062 TEL: (503) 777-5531 CONTACT: JORDAN FELL EMAIL: JFELL@EMERICK.COM
ARCHITECT	SCOTT EDWARDS ARCHITECTURE, LLP 2525 E. BURNSIDE STREET PORTLAND, OREGON 97214 TEL: 503.226.3617 FAX: 503.226.3715 CONTACT: BRANDON DOLE EMAIL: BDOLE@SEALLP.COM
CIVIL ENGINEER	HARPER HOUF PETERSON RIGHELLIS INC. 205 SE SPOKANE STREET PORTLAND, OR 97202 TEL: (503) 221-1131 CONTACT: ALEX SIMPSON EMAIL: ALEXS@HHPR.COM
LANDSCAPE ARCHITECT	HARPER HOUF PETERSON RIGHELLIS INC. 205 SE SPOKANE STREET PORTLAND, OR 97202 TEL: (503) 221-1131 CONTACT: EMAIL:
STRUCTURAL ENGINEER	WDY 6443 SW BEAVERTON HILLSDALE HWY #210 PORTLAND, OR 97221 TEL: (503) 203-8111 CONTACT: DALE DILORETO EMAIL: DALE@WDY1.COM
MECHANICAL ENGINEER	INTERFACE ENGINEERING, INC 100 SW MAIN STREET, SUITE 1600 PORTLAND, OR 97204 TEL: (503) 382-2631 CONTACT: EMAIL:
PLUMBING ENGINEER	INTERFACE ENGINEERING, INC 100 SW MAIN STREET, SUITE 1600 PORTLAND, OR 97204 TEL: (503) 382-2631 CONTACT: ANDREW FLANAGAN EMAIL: ANDREWFL@INTERFACEENG.COM
ELECTRICAL ENGINEER	INTERFACE ENGINEERING, INC 100 SW MAIN STREET, SUITE 1600 PORTLAND, OR 97204 TEL: (503) 382-2631 CONTACT: MARK OLEARY EMAIL: MARKO@INTERFACEENG.COM

PROJECT SUMMARY

PROJECT DESCRIPTION:

PROJECT IS TO REPURPOSE THE (E) WAREHOUSE AND OFFICE BUILDING TO BE ADEQUATE FOR OREGON CITY'S OPERATIONS COMPLEX.

PROJECT AREA:

4.79 ACRES

PROJECT ADDRESS:

13895 FIR ST., OREGON CITY, OR 97045

TAX MAP:
TAX ID#:

#32E09B
3-2E-09B-01101

LEGAL DESCRIPTION:

Lots 2 and 3, CLAIRMONT ACREAGE TRACTS NO. 3, in the City of Oregon City, County of Clackamas and State of Oregon.

ZONING:

GI - GENERAL INDUSTRIAL

MIN LOT AREA:

NONE

MAX BLDG HT:

3 STORY, 40'

SETBACKS:

FRONT: 10' MIN
SIDE: 0' MIN
BACK: 10' MIN

DEFERRED / BIDDER DESIGN ITEMS

CONTRACTOR SHALL PROVIDE DESIGN, ENGINEERING, FURNISHING AND INSTALLATION OF A COMPLETE, FUNCTIONING SYSTEM(S) BASED ON THE SCHEMATIC LAYOUT SHOWN ON THE ARCHITECTURAL DRAWINGS, DESCRIBED HEREIN AND IN COMPLIANCE WITH PREVAILING CODE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FINAL ORDERING OF ALL DEVICES AND FIXTURES TO ENSURE PROPER OPTIONS, ACCESSORIES AND CONFIGURATIONS. CONTRACTOR SHALL PROVIDE COMPLETE DESIGN AND DOCUMENTATION AS REQUIRED FOR SUBMISSION TO, AND APPROVAL OF ARCHITECT, OWNER, AND GOVERNING BUILDING DEPARTMENT.

UPON COMPLETION OF REVIEW BY THE ARCHITECT OR ENGINEER OF RECORD, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ROUTING DOCUMENTS TO PERMIT AGENCY FOR PLANS REVIEW AND PAYING ANY PLANS CHECK AND PERMIT FEES.

1.

ELEVATOR

2.

FIRE SUPPRESSION SYSTEM

3.

LATERAL BRACING AND ANCHORAGE OF MECHANICAL AND ELECTRICAL EQUIPMENT WEIGHING MORE THAN 75 LBS (EXCEPTIONS PER ASCE 7, SECTION 13.1.4)

4.

FLAGPOLE

SEE SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS NOT LISTED HERE.

ALTERNATES

IN ADDITION TO THE BASE BUILDING BID, THE CONTRACTOR SHALL PROVIDE THE FOLLOWING ALTERNATES:

SEE ARCHITECTURAL DRAWINGS AND PROJECT MANUAL FOR ADDITIONAL SCOPE OF ALTERNATES.

VICINITY MAP



Item 7b.

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GENERAL PROJECT INFORMATION

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SHEET INDEX					
SHEET #	SHEET NAME	SHEET #	SHEET NAME	SHEET #	SHEET NAME
GENERAL		A2.56	FINISH WALL PLAN - LEVEL 2 SOUTHWEST	PLUMBING	
G0.01	GENERAL PROJECT INFORMATION	A3.01	EXTERIOR ELEVATIONS	P0.01	SYMBOL LIST AND GENERAL NOTES
G0.02	SHEET INDEX	A3.02	EXTERIOR ELEVATIONS	P0.02	SCHEDULES
G1.01	CODE SUMMARY	A3.03	EXTERIOR ELEVATIONS	P0.03	SCHEDULES
G1.02	LIFE SAFETY PLANS	A3.04	EXTERIOR ELEVATIONS	PD2.11A	DEMO FLOOR PLAN - LEVEL 1 SOUTH
		A4.01	BUILDING SECTIONS	PD2.12A	DEMO FLOOR PLAN - LEVEL 2 SOUTH
CIVIL		A4.02	BUILDING SECTIONS	P1.11A	FLOOR PLAN - UNDERGROUND SOUTH
C S	COVER SHEET	A5.01	WALL SECTIONS	P1.11B	FLOOR PLAN - UNDERGROUND NORTH
C0.1	CIVIL GENERAL NOTES	A5.02	WALL SECTIONS	P2.11A	FLOOR PLAN - LEVEL 1 SOUTH
C0.5	EXISTING CONDITIONS AND DEMO PLAN	A5.03	WALL SECTIONS	P2.11B	FLOOR PLAN - LEVEL 1 NORTH
C1.0	CIVIL SITE PLAN	A5.04	WALL SECTIONS	P2.12A	FLOOR PLAN - LEVEL 2 SOUTH
C1.1	CIVIL SITE DIMENSIONING PLAN	A5.05	WALL SECTIONS	P2.13	ENLARGED PLANS
C1.2	CIVIL SITE DIMENSIONING PLAN	A5.06	WALL SECTIONS	P2.14	ENLARGED PLANS
C1.3	CIVIL SITE DIMENSIONING PLAN	A6.01	ENLARGED STAIR PLANS & SECTIONS	P4.01	DETAILS
C1.4	CIVIL SITE DIMENSIONING PLAN	A6.02	ENLARGED STAIR PLANS & SECTIONS		
C1.5	CIVIL SITE DIMENSIONING PLAN	A6.03	ENLARGED STAIR PLANS & SECTIONS	MECHANICAL	
C2.0	OVERALL GRADING PLAN	A6.04	ENLARGED TOILET ROOM PLANS	M0.01	SYMBOL LIST AND GENERAL NOTES
C2.1	GRADING DETAIL PLAN	A6.05	ENLARGED TOILET ROOM PLANS	M0.02	SCHEDULES
C2.2	GRADING DETAIL PLAN	A6.06	ENLARGED CASEWORK PLANS	M0.03	SCHEDULES
C2.3	GRADING DETAIL PLAN	A7.01	GENERAL EXTERIOR DETAILS	M0.04	SCHEDULES
C2.4	GRADING DETAIL PLAN	A7.11	EXTERIOR DETAILS - OFFICE STOREFONT OPENINGS	M0.05	SCHEDULES
C2.5	GRADING DETAIL PLAN	A7.12	EXTERIOR DETAILS - OFFICE STOREFONT OPENINGS	M0.06	SCHEDULES
C2.6	FIR STREET DETAIL PLAN	A7.13	EXTERIOR DETAILS - FLEET MAINT. OPENINGS	M0.07	SCHEDULES
C2.7	FIR STREET DETAIL PLAN	A7.31	EXTERIOR DETAILS	MD2.11A	DEMO FLOOR PLAN - LEVEL 1 SOUTH
C3.0	CIVIL UTILITY PLAN	A7.32	EXTERIOR DETAILS - OFFICE ROOF	MD2.11B	DEMO FLOOR PLAN - LEVEL 1 NORTH
C4.0	CIVIL DETAILS	A7.33	EXTERIOR DETAILS - WAREHOUSE ROOF	MD2.12A	DEMO FLOOR PLAN - LEVEL 2 SOUTH
C4.1	CIVIL DETAILS	A7.34	EXTERIOR DETAILS - SEISMIC JOINTS	M1.11A	FLOOR PLAN - LEVEL 1 SOUTH - MECHANICAL ZONE
C4.2	CIVIL DETAILS	A8.01	INTERIOR ELEVATIONS	M1.12A	FLOOR PLAN - LEVEL 2 SOUTH - MECHANICAL ZONE
C4.3	CIVIL DETAILS	A8.02	INTERIOR ELEVATIONS	M2.11A	FLOOR PLAN - LEVEL 1 SOUTH
C4.4	CIVIL DETAILS	A8.03	INTERIOR ELEVATIONS	M2.11B	FLOOR PLAN - LEVEL 1 NORTH
C4.5	CIVIL DETAILS	A8.04	INTERIOR ELEVATIONS	M2.12A	FLOOR PLAN - LEVEL 2 SOUTH
C4.6	CIVIL DETAILS	A8.05	INTERIOR ELEVATIONS	M2.12B	FLOOR PLAN - LEVEL 2 NORTH
EC100	1200-C COVER SHEET	A8.06	INTERIOR ELEVATIONS	M2.13	FLOOR PLAN - LEVEL 1 SOUTHWEST
EC200	EROSION CONTROL - CLEARING, DEMOLITION AND MASS GRADING SHEET	A8.07	INTERIOR ELEVATIONS	M2.14	FLOOR PLAN - LEVEL 1 SOUTHEAST
		A8.08	INTERIOR ELEVATIONS	M2.15	FLOOR PLAN - LEVEL 2 SOUTHWEST
EC300	EROSION CONTROL - UTILITY, GRADING, PAVING AND FINAL STABILIZATION	A8.09	INTERIOR ELEVATIONS	M2.16	FLOOR PLAN - LEVEL 2 SOUTHEAST
		A8.10	INTERIOR ELEVATIONS	M2.17	FLOOR PLAN - FLEET MAINTENANCE EAST
ED400	EROSION CONTROL DETAILS	A8.11	INTERIOR ELEVATIONS	M2.18	FLOOR PLAN - FLEET MAINTENANCE WEST
		A8.12	INTERIOR ELEVATIONS	M2.21A	ROOF PLAN - SOUTH
LANDSCAPE		A8.13	INTERIOR ELEVATIONS	M4.01	DETAILS
L1.0	LANDSCAPE PLAN	A8.14	INTERIOR ELEVATIONS	M4.02	DETAILS
L1.1	ENLARGED LANDSCAPE LAYOUT PLAN	A8.15	INTERIOR ELEVATIONS	M4.03	DETAILS
L2.0	PLANTING PLAN	A8.16	INTERIOR ELEVATIONS	M5.01	PIPING DIAGRAMS
L2.1	PLANTING PLAN	A8.17	INTERIOR ELEVATIONS		
L2.2	PLANTING DETAILIS	A8.18	INTERIOR ELEVATIONS	ELECTRICAL	
L3.0	IRRIGATION PLAN	A8.19	INTERIOR ELEVATIONS	E0.01	SYMBOL LIST AND GENERAL NOTES
L3.1	IRRIGATION DETAILS	A8.20	INTERIOR ELEVATIONS	E0.02	LUMINAIRE SCHEDULE
		A9.11	INTERIOR DETAILS	E1.01	SITE PLAN
ARCHITECTURAL		A9.12	INTERIOR DETAILS	ED2.11A	DEMO FLOOR PLAN - LEVEL 1 SOUTH
A0.01	ARCHITECTURAL GENERAL NOTES	A9.13	INTERIOR DETAILS	ED2.11B	DEMO FLOOR PLAN - LEVEL 1 NORTH
A0.10	GENERAL DIAGRAMS	A9.14	INTERIOR DETAILS	ED2.12A	DEMO FLOOR PLAN - LEVEL 2 SOUTH
A0.20	ASSEMBLIES	A9.15	INTERIOR DETAILS	ED2.13	DEMO FLOOR PLAN - LEVEL 1 SOUTHWEST
A0.21	ASSEMBLIES	A10.01	DOOR TYPES AND DOOR FRAMES	ED2.14	DEMO FLOOR PLAN - LEVEL 1 SOUTHEAST
A1.01	SITE PLAN	A10.02	DOOR SCHEDULE	ED2.15	DEMO FLOOR PLAN - LEVEL 2 SOUTHWEST
AD.01	DEMOLITION SITE PLAN	A10.11	WINDOW SCHEDULE & WINDOW TYPES	ED2.16	DEMO FLOOR PLAN - LEVEL 2 SOUTHEAST
AD.02	DEMOLITION FLOOR PLAN-LEVEL 1 SOUTH	A10.12	WINDOW SCHEDULE & WINDOW TYPES	E2.11A	FLOOR PLAN - LEVEL 1 SOUTH
AD.03	DEMOLITION FLOOR PLAN-LEVEL 2 SOUTH	A10.13	INTERIOR GLAZING SCHEDULE & GLAZING TYPE	E2.11B	FLOOR PLAN - LEVEL 1 NORTH
A1.02	SITE DETAILS	A10.21	FINISH SCHEDULE	E2.12A	FLOOR PLAN - LEVEL 2 SOUTH
A2.11A	FLOOR PLAN - LEVEL 1 SOUTH	A10.23	FINISH LEGEND	E2.13	FLOOR PLAN - LEVEL 1 SOUTHWEST
A2.11B	FLOOR PLAN-LEVEL 1 NORTH			E2.14	FLOOR PLAN - LEVEL 1 SOUTHEAST
A2.12	FLOOR PLAN - LEVEL 2 SOUTH	STRUCTURAL		E2.15	FLOOR PLAN - LEVEL 2 SOUTHWEST
A2.13	ENLARGED PLANS	S1.11	STRUCTURAL NOTES	E2.16	FLOOR PLAN - LEVEL 2 SOUTHEAST
A2.14	ENLARGED PLANS	S1.12	INSPECTIONS AND TESTS	E2.17	FLOOR PLAN - FLEET MAINTENANCE EAST
A2.15	ENLARGED PLANS	S2.11	FOUNDATION PLAN SOUTHWEST	E2.18	FLOOR PLAN - FLEET MAINTENANCE WEST
A2.16	ENLARGED PLANS	S2.12	FOUNDATION PLAN SOUTHEAST	E2.21A	ROOF PLAN - SOUTH
A2.17	ENLARGED PLANS	S2.13	SECOND FLOOR FRAMING PLAN SOUTHWEST	E2.31A	REFLECTED CEILING PLAN - LEVEL 1 SOUTH
A2.18	ENLARGED PLANS	S2.14	SECOND FLOOR FRAMING PLAN SOUTHEAST	E2.32A	REFLECTED CEILING PLAN - LEVEL 2 SOUTH
A2.21A	ROOF PLAN-SOUTH	S2.15	ROOF FRAMING PLAN SOUTHWEST	E2.32B	REFLECTED CEILING PLAN - LEVEL 2 NORTH
A2.21B	ROOF PLAN-NORTH	S2.16	ROOF FRAMING PLAN SOUTHEAST	E2.33	REFLECTED CEILING PLAN - LEVEL 1 SOUTHWEST
A2.31A	REFLECTED CEILING PLAN- LEVEL 1 SOUTH	S2.17	PRELIMINARY MEZZANINE PLANS	E2.34	REFLECTED CEILING PLAN - LEVEL 1 SOUTHEAST
A2.32A	REFLECTED CEILING PLAN- LEVEL 2 SOUTH	S2.18	FLEET MAINTENANCE PARTIAL FOUNDATION PLAN	E2.35	REFLECTED CEILING PLAN - LEVEL 2 SOUTHWEST
A2.32B	REFLECTED CEILING PLAN LEVEL 2 NORTH	S2.19	FLEET MAINTENANCE PARTIAL ROOF PLAN	E2.36	REFLECTED CEILING PLAN - LEVEL 2 SOUTHEAST
A2.33	ENLARGED REFLECTED CEILING PLAN	S2.20	WAREHOUSE FOUNDATION PLAN	E2.37	REFLECTED CEILING PLAN - FLEET MAINTENANCE EAST
A2.34	ENLARGED REFLECTED CEILING PLAN	S2.21	WAREHOUSE ROOF PLAN	E2.38	REFLECTED CEILING PLAN - FLEET MAINTENANCE WEST
A2.35	ENLARGED REFLECTED CEILING PLAN	S3.01	DETAILS		
A2.36	ENLARGED REFLECTED CEILING PLAN	S3.02	DETAILS	E4.01	DETAILS
A2.37	ENLARGED REFLECTED CEILING PLAN	S3.03	DETAILS	E4.02	DETAILS
A2.38	ENLARGED REFLECTED CEILING PLAN	S3.04	DETAILS	E4.03	DETAILS
A2.51	FINISH FLOOR PLAN - LEVEL 01	S4.01	DETAILS	E5.01	SINGLE LINE DIAGRAMS
A2.52	FINISH FLOOR PLAN - LEVEL02	S4.02	DETAILS	E6.01	SCHEDULES
A2.53	FINISH WALL PLAN - LEVEL 1 SOUTHWEST	S5.01	DETAILS	E6.02	PANEL SCHEDULES
A2.54	FINISH WALL PLAN - LEVEL 1 SOUTHEAST	S5.02	DETAILS	E6.03	PANEL SCHEDULES
A2.55	FINISH WALL PLAN - LEVEL 2 SOUTHEST	S5.03	DETAILS		

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OREGON CITY PUBLIC WORKS

Job Number: 19112

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OCCUPANCY LEGEND

STRUCTURAL SEPARATION LINE

B
TYPE VB-SPRINKLERED

A-2 (ACCESSORY)
TYPE VB-SPRINKLERED

S-1
TYPE IIB-SPRINKLERED

S-2
TYPE IIB-SPRINKLERED

NO OCCUPANCY

1

BUILDING AREA PLAN-LEVEL 1
1" = 40'-0"

PROJECT
NORTH

2

BUILDING AREA PLAN-LEVEL 2
1" = 40'-0"

PROJECT
NORTH

CHAPTER 29: PLUMBING FIXTURES									
PLUMBING FIXTURE SUMMARY									
OCCUPANCY (CHAPTER 3)	OCCUPANTS		WATER CLOSETS		LAVATORIES		DRINKING FOUNTAINS	SERVICE SINKS	
	TOTAL	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE		
A-3	197	99	99	0.792	1.523077	0.495	0.495	1	
B	113	57	57	2.14	2.14	1.425	1.425		
S-2	176	88	88	0.88	0.88	0.88	0.88		
REQUIRED				4	5	3	3	1	
PROVIDED				5	6	5	6	2	0

LIFE SAFETY OCCUPANT LOAD SCHEDULE	
TABLE 1004.1.2	
FUNCTION OF SPACE	OCCUPANT LOAD
	0
ASSEMBLY	213
BUSINESS	92
KITCHEN	2
LOCKER	34
STORAGE	176
	517

BUILDING CODE SUMMARY		2019 OREGON STRUCTURAL SPECIALTY CODE
OCCUPANCY	B (OFFICE), S-1 (VEHICLE SERVICE), S-2 (STORAGE) SEPERATED	
CONSTRUCTION TYPE	TYPE V-B & II-B, FULLY SPRINKLERED	
CHAPTER 4: SPECIAL DETAILED REQUIREMENTS BASED ON OCCUPANCY AND USE		
SECTION 406	MOTOR VEHICLE RELATED OCCUPANCY The warehouse is considered an enclosed public parking garage.	
SECTION 406.8	REPAIR GARAGE The motor vehicle repair room is enclosed with a 1-hour fire barrier .	
SECTION 435	HIGH-PILED COMBUSTIBLE STORAGE The storage warehouse includes high-piled combustible storage. See floor plans for additional information	
TABLE 435.5.1	GENERAL FIRE PROTECTION AND LIFE SAFETY REQUIREMENTS	

CHAPTER 5: GENERAL BUILDING HEIGHTS AND AREAS				
TABLE 504.3 TABLE 504.4 TABLE 506.2	ALLOWABLE HEIGHT / STORIES / AREA FACTOR	B: 60 FT / 3 STORY / 27000 SF S-1: 75 FT / 3 STORY / 70000 SF S-2: 75 FT / 4 STORY/ 104000 SF		
MODIFICATIONS				
EQUATION 5-#	ALLOWABLE BUILDING AREA	B Occupancy (VB) Aa = [At + (NS x If)] x Sa = [27000 SF + (9000 SF x 0.70175)] x 2 = 33316 SF x 2 = 66632 SF	S-1 Occupancy (IIB) Aa = [At + (NS x If)] x Sa = [70000 SF + (17500 SF x .70175)] x 1 = 82906 SF x 1 = 82906 SF	S-2 Occupancy (IIB) Aa = [At + (NS x If)] x Sa = [104000 SF + (26000 SF x .70175)] x 1 = 122245.5 SF x 1 = 122245.5 SF
	ALLOWABLE AREA RATIO	23,576 (.35)	8,869 (.11)	41,993 (.34)
SECTION 506.3	FRONTAGE INCREASE	If = [F/P - 0.25] x W/30 If = [1/1 - 0.25] x 28.07/30 = 0.70175	If = [F/P - 0.25] x W/30 If = [1/1 - 0.25] x 28.07/30 = .70175	If = [F/P - 0.25] x W/30 If = [1/1 - 0.25] x 28.07/30] = .70175
	ACTUAL HEIGHT / STORIES BUILDING AREA:	22' - 6" / 2 Story Level I	62650 SF	
	TOTAL BUILDING AREA	74438 SF		
SECTION 508.2	ACCESSORY OCCUPANCY	Level 1 A-2 cafeteria is considered accessory occupancies and do not exceed 10% of the Level 1 floor area. No fire separation required.		
SECTION 508.3 / 508.4	MIXED OCCUPANCY	Separated; 1 HR fire barrier provided between B and S-2 occupancies.		

CHAPTER 8: INTERIOR FINISHES		
TABLE 803.13	INTERIOR WALL AND CEILING FNISH REQUIREMENTS (FLAME SPREAD RATING)	
	INTERIOR EXIT STAIRWAYS AND RAMPS AND EXIT PASSAGEWAYS	OFFICE B
	CORRIDORS AND ENCLOSURES FOR EXIT ACCESS STAIRWAYS AND RAMPS	C
	ROOMS AND ENCLOSED SPACES	C
		WAREHOUSE C
CHAPTER 9: FIRE PROTECTION SYSTEMS		
THE EXISTING BUILDING IS SPRINKLERED		
CHAPTER 10: MEANS OF EGRESS		
SECTION 1004	OCCUPANT LOAD (OL)	486
TABLE 1006.2.1	MAX OCCUPANT LOAD FOR ONE EXIT MAX COMMON PATH OF EGRESS TRAVEL	49 Occupants 100 FT
TABLE 1017.2	EXIT ACCESS TRAVEL DISTANCE	300 FT
TABLE 1020.1	CORRIDOR FIRE-RESISTANCE RATING	0
TABLE 1020.2	MINIMUM CORRIDOR WIDTH	44 INCHES
SECTION 1020.4	DEAD ENDS	X < 50 FT FEET *LENGTH IS NOT LIMITED WHERE LENGTH < 2.5x WIDTH

Item 7b.

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CODE SUMMARY

Sheet No:

G1.01

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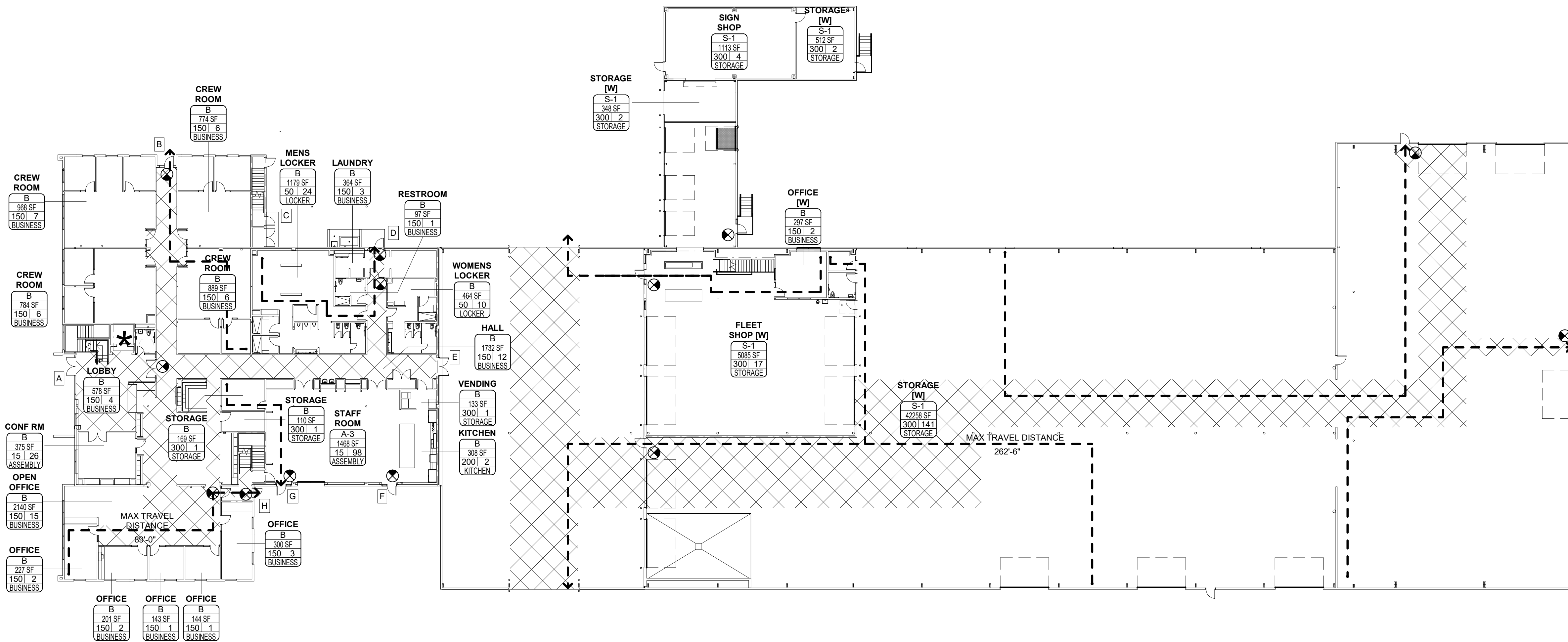
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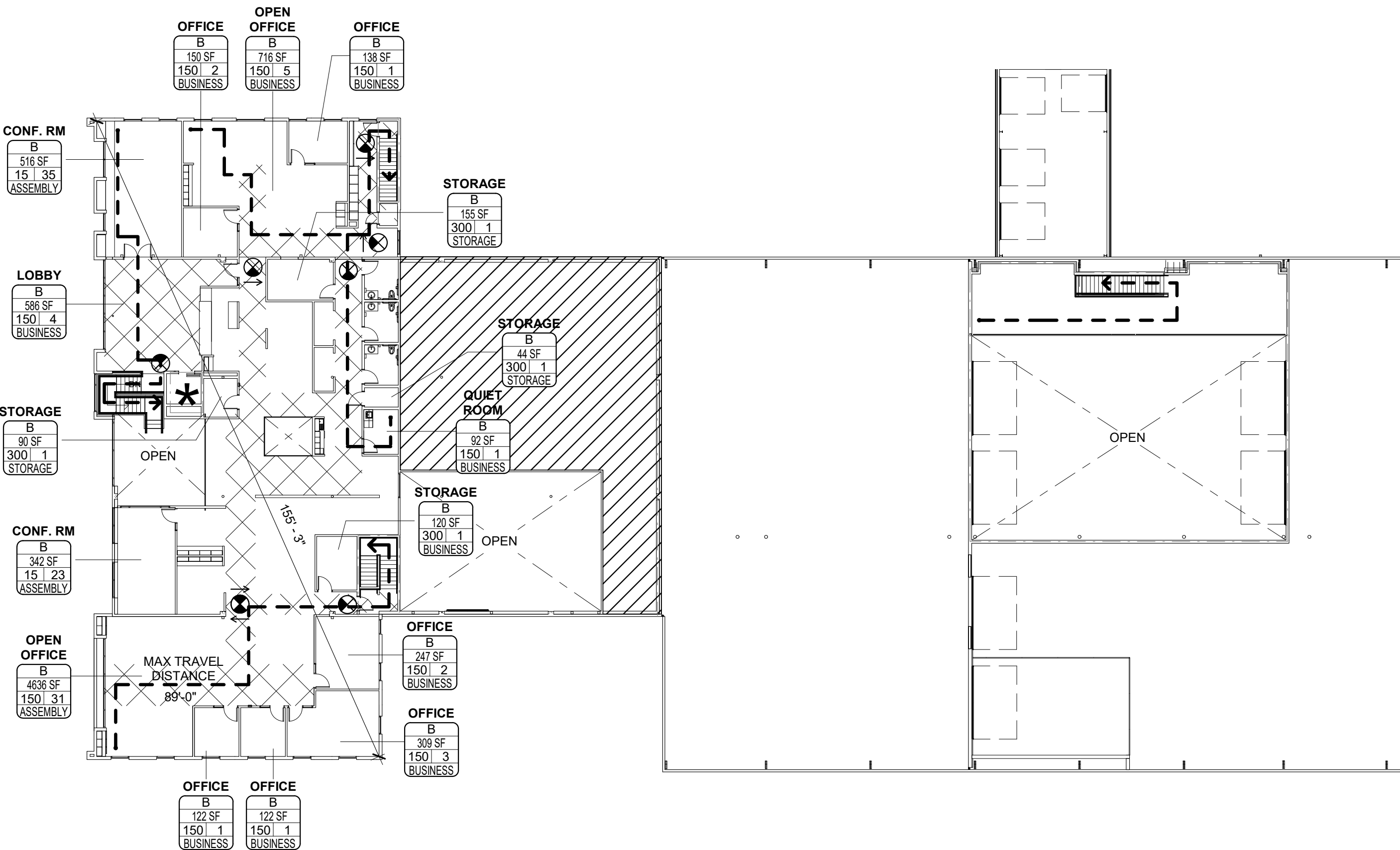
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3 LIFE SAFETY PLAN - LEVEL ONE

3/64" = 1'-0"



1 SECOND FLOOR

3/64" = 1'-0"



LIFE SAFETY OCCUPANT LOAD SCHEDULE	
TABLE 1004.1.2	
FUNCTION OF SPACE	OCCUPANT LOAD
	0
ASSEMBLY	213
BUSINESS	92
KITCHEN	2
LOCKER	34
STORAGE	176
	517

EXIT DOOR SUMMARY				
EXIT #	OCCUPANT LOAD	REQUIRED CLEAR WIDTH	DOOR WIDTH	CLEAR WIDTH PROVIDED
A	73	32"	72"	64"
B	29	32"	36"	32"
C	37	32"	36"	32"
D	42	32"	36"	32"
E	0	32"	72"	64"
F	51	32"	36"	32"
G	51	32"	36"	32"
H	87	32"	36"	32"

CODE SUMMARY LEGEND

----- 1 HOUR RATED ASSEMBLY

WALL RATINGS TO CONTINUE ABOVE / BELOW ALL DOORS, RELITES, ETC.

----- AREA NAME

NAME
Occ Grp
SF
OLF #
Function

----- OCCUPANCY (CH. 3)
----- AREA (SF)
----- OCCUPANT LOAD FACTOR / NUMBER OF OCCUPANTS
----- FUNCTION (CH. 10)

* UNOCCUPIED AREA. OCCUPANT LOAD NOT INCLUDED IN BUILDING TOTALS

EXIT SIGN
SHADE INDICATES ILLUMINATE FACE. ARROW INDICATES DIRECTION TO EXIT

PATH A
100' - 0'

EXIT ACCESS PATH

A EXIT ACCESS DOOR

FEC or FE

MULTI-PURPOSE FIRE EXTINGUISHER AND CABINET (FEC) OR FIRE EXTINGUISHER (FE) ON BRACKET. VERIFY EXACT LOCATIONS AND QUANTITY WITH FIRE DEPARTMENT.

MEANS OF EGRESS ILLUMINATION

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LIFE SAFETY PLANS

Sheet No:
G1.02

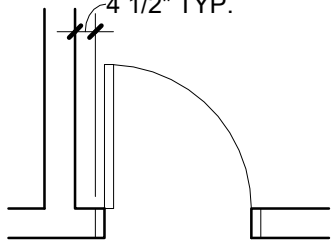
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DIMENSIONS

- A. DIMENSIONS ARE INDICATED IN THE DOCUMENTS. THE DRAWINGS SHALL NOT BE SCALED FOR DIMENSIONS.
- B. IN MANY INSTANCES THE ACTUAL DIMENSIONS MAY BE LESS IMPORTANT THAN IF ELEMENTS ARE TO BE EQUALLY SPACED OR ALIGNED. IN THESE CASES, THE NOTATION "EQ" OR "ALIGN" IS USED IN LIEU OF A DIMENSION.
- C. DETAILS WILL GOVERN ALL DIMENSIONS NOT SHOWN ON PLANS. REFERENCE INDICATED DIMENSION POINTS.
- D. DIMENSIONS SHOWN ARE TO GRIDLINE, CENTERLINE OF COLUMN, OR FACE OF STUD / MASONRY, UNLESS NOTED OTHERWISE.
- E. INTERIOR WALLS WHICH ARE EQUALLY SPACED ARE DIMENSIONED TO CENTERLINE OF WALL.
- F. DOORS NOT LOCATED BY DIMENSION SHALL BE CENTERED IN WALLS AS SHOWN ON PLANS OR LOCATED 4 1/2" FROM FACE OF WALL TO ROUGH OPENING.



ABBREVIATIONS

L	ANGLE	FRZ	FREEZER	RB	RESILIENT BASE
@	AT	FURR	FURRING	RF	RESILIENT FLOOR
CL	CENTERLINE	FUT	FUTURE	RA	RETURN AIR
ø	DIAMETER OR ROUND			REV	REVISIONS
#	POUND OR NUMBER	GALV	GALVANIZED	RH	RIGHT HAND
		GI	GALVANIZED IRON	ROW	RIGHT OF WAY
AFF	ABOVE FINISH FLOOR	GA	GAUGE	RD	ROOF DRAIN
AFG	ABOVE FINISH GRADE	GC	GENERAL CONTRACTOR	RM	ROOM
ACT	ACOUSTIC CEILING TILE	GL	GLULAM	RO	ROUGH OPENING
ADJ	ADJUSTABLE	GR	GRADE		
ALT	ALTERNATE	GND	GROUND	SCHED	SCHEDULE
ALUM	ALUMINUM	GYP	GYPSUM	SEC	SECTION
AB	ANCHOR BOLT	GWB	GYPSON WALL BOARD	SAM	SELF ADHERED MEMBRANE
ANOD	ANODIZED			SSK	SERVICE SINK
APPROX	APPROXIMATE / APPROXIMATELY	HNDCP	HANDICAP	SHTHG	SHEATHING
ARCH	ARCHITECTURAL / ARCHITECT	HDWR	HARDWARE	SHT	SHEET
AD	AREA DRAIN	HDWD	HARDWOOD	SM	SHEET METAL
ASPH	ASPHALT	HDR	HEADER	SHWR	SHOWER
AC	ASPHALTIC CONCRETE	HVAC	HEATING VENTILATING AIR CONDITIONING	SIM	SIMILAR
		HT	HEIGHT	SC	SOLID CORE
		HPL	HIGH PRESSURE LAMINATE	SP	SOLID PIPE
BRG	BEARING	HC	HOLLOW CORE	SSM	SOLID SURFACE MATERIAL
BLW	BELOW	HM	HOLLOW METAL	S	SOUTH
BTWN	BETWEEN	HSS	HOLLOW STRUCTURAL STEEL	SPK	SPEAKER
BITUM	BITUMINOUS	HORIZ	HORIZONTAL	SPEC	SPECIFICATIONS
BLK	BLOCK	HP	HORSE POWER	SQ	SQUARE
BLKG	BLOCKING	HB	HOSE BIB	SF	SQUARE FOOT
BD	BOARD	HW	HOT WATER	STN	STAIN
BOT	BOTTOM	HR	HOURL	SS	STAINLESS STEEL
BO	BOTTOM OF			STD	STANDARD
BC	BOTTOM OF CURB	IN	INCHES	STA	STATION
BLDG	BUILDING	ID	INSIDE DIAMETER	STL	STEEL
BUR	BUILT UP ROOF	INSUL	INSULATION	STRUCT	STRUCTURAL
		INT	INTERIOR	SA	SUPPLY AIR
		IE	INVERT ELEVATION	SUSP	SUSPENDED
				SYM	SYMMETRICAL
CAB	CABINET				
CPT	CARPET			TEL	TELEPHONE
CSMT	CASEMENT	JT	JOINT	TV	TELEVISION
CIP	CAST IN PLACE	JST	JOIST	TEMP	TEMPERATURE
CI	CAST IRON	JH	JOIST HANGER	TER	TERRAZZO
CB	CATCH BASIN	JB	JUNCTION BOX	THK	THICK / THICKNESS
CLG	CEILING			T/M	TO MATCH
CL	CENTERLINE	KD	KILN DRIED	TLT	TOILET
CT	CERAMIC TILE	KW	KILOWATT	T&G	TONGUE AND GROOVE
CWD	CLAD WOOD	KIT	KITCHEN	TJ	TOOL JOINT
CO	CLEAN OUT			TP	TOP
CO	CLEAN OUT	LAM	LAMINATED	TO	TOP OF
CLR	CLEAR	LAV	LAVATORY	TOC	TOP OF CONCRETE
CW	COLD WATER	LB	LEADER BOX	TC	TOP OF CURB
COL	COLUMN	LH	LEFT HAND	TOP	TOP OF PARAPET
CONC	CONCRETE	LT	LIGHT	TOS	TOP OF STEEL
CMU	CONCRETE MASONRY UNIT	LWT	LIGHTWEIGHT	TOSF	TOP OF SUB-FLOOR
CONN	CONNECTION	LKR	LOCKER	TOW	TOP OF WALL
CONT	CONTINUOUS			T	TREAD OR TILE
CJ	CONTROL JOINT	MB	MACHINE BOLT	TS	TUBE STEEL
CTSK	COUNTERSUNK	MH	MANHOLE	TYP	TYPICAL
CFM	CUBIC FEET PER MINUTE	MFR	MANUFACTURER		
		MO	MASONRY OPENING	UL	UNDERWRITER'S
		MAT	MATERIAL		LABORATORY
DP	DAMP PROOF	MAX	MAXIMUM	UNF	UNFINISHED
DEG	DEGREE	MECH	MECHANICAL	UNO	UNLESS NOTED OTHERWISE
DEPT	DEPARTMENT	MC	MEDICINE CABINET	UR	URINAL
DET	DETAIL	MTL	METAL		
DTL	DETAIL	MIN	MINIMUM		
DIAG	DIAGONAL	MIR	MIRROR	VB	VAPOR BARRIER
DIA	DIAMETER	MISC	MISCELLANEOUS	VR	VAPOR RETARDER
DIM	DIMENSION	MRGWB	MOISTURE RESISTANT GWB	VP	VENT PIPE
DW	DISHWASHER	MTD	MOUNTED	VFY	VERIFY
DR	DOOR	MULL	MULLION	VIF	VERIFY IN FIELD
DO	DOOR OPENING			VERT	VERTICAL
DBL	DOUBLE	(N)	NEW	VG	VERTICAL GRAIN
DH	DOUBLE HUNG	NOM	NOMINAL	VCT	VINYL COMPOSITION TILE
DF	DOUGLAS FIR	N	NORTH		
DN	DOWN	NIC	NOT IN CONCRACT	WSCT	WAINSCOT
DS	DOWNSPOUT	NTS	NOT TO SCALE	WC	WATER CLOSET
DWR	DRAWER	NO	NUMBER	WR	WATER RESISTANT
DWG	DRAWING			WP	WATERPROOF
DSP	DRY STANDPIPE	OBS	OBSOURE	W	WATT
DISP	GARBAGE DISPOSAL	OC	ON CENTER	WRB	WEATHER RESISTANT BARRIER
		OTS	OPEN TO STRUCTURE	WT	WEIGHT
EA	EACH	OPNG	OPENING	WWF	WELDED WIRE FABRIC
E	EAST	OPP	OPPOSITE	W	WEST
ELEC	ELECTRICAL	OD	OUTSIDE DIAMETER	WO	WHERE OCCURS
ELEV	ELEVATION	OFCI	OWNER FURNISHED CONTRACTOR INSTALLED	WF	WIDE FLANGE
EMER	EMERGENCY	OFOI	OWNER FURNISHED OWNER INSTALLED	WDW	WINDOW
ENCL	ENCLOSURE			W/	WITH
EQ	EQUAL			WO	WITHOUT
EQUIP	EQUIPMENT			WD	WOOD
EXIST	EXISTING	PNT	PAINT	WI	WROUGHT IRON
(E)	EXISTING	PTD	PAINTED		
EJ	EXPANSION JOINT	P	PANTRY		
EXP	EXPOSED	PLAS	PLASTIC		
EXT	EXTERIOR	PLAM	PLASTIC LAMINATE		
		PL	PLATE OR PROPERTY LINE		
FOC	FACE OF CONCRETE	PLYWD	PLYWOOD		
FOF	FACE OF FINISH	PVC	POLYVINYL CHLORIDE		
FOS	FACE OF STUD	PSF	POUNDS PER SQUARE FOOT		
FC	FIBER CEMENT	PSI	POUNDS PER SQUARE INCH		
FG	FIBERGLASS	PIP	POURED IN PLACE		
FRP	FIBERGLASS REINFORCED PLASTIC	PC	PRECAST		
	FINISH	PT	PRESSURE TREATED		
FIN	FINISH				
FA	FIRE ALARM	QT	QUARRY TILE		
FE	FIRE EXTINGUISHER				
FEC	FIRE EXTINGUISHER CABINET	R	RADIUS OR RISER		
FRT	FIRE RETARDANT TREATED	RWL	RAIN WATER LEADER		
FLASH	FLASHING	REC	RECOMMENDATION		
FLR	FLOOR	REF	REFERENCE		
FD	FLOOR DRAIN	REFR	REFRIGERATOR		
FLUOR	FLOURESCENT	REINF	REINFORCE(MENT)		
FT	FOOT / FEET	REQ'D	REQUIRED		
FTG	FOOTING	RESIL	RESILIENT		
FDN	FOUNDATION				

GRAPHIC SYMBOLS

NORTH ARROW

GRID LINE

VERTICAL DATUM

ROOM NAME AND NUMBER

EXTERIOR ELEVATION

BUILDING SECTION / WALL SECTION

INTERIOR ELEVATION

DETAIL CALLOUT

DOOR NUMBER

CEILING HEIGHT

WALL / ASSEMBLY TYPE

FLOOR / FLOOR-CEILING / ROOF ASSEMBLY TYPE

WINDOW TYPE

ACCESSORY / EQUIPMENT TYPE

CASEWORK TYPE

MATERIAL / FINISH

SPOT ELEVATION

KEYNOTE

REVISION

SEA

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ARCHITECTURAL GENERAL NOTES

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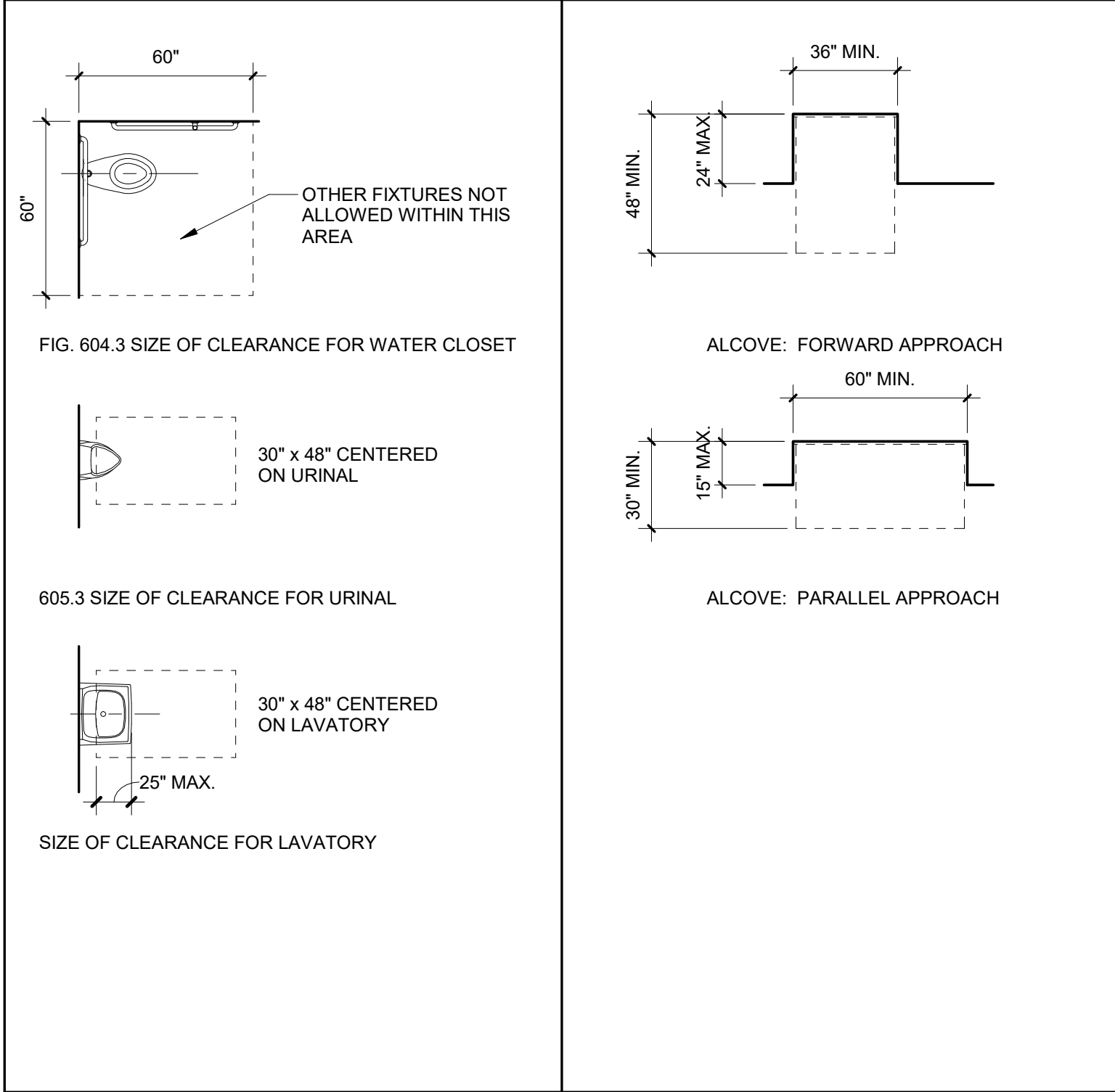
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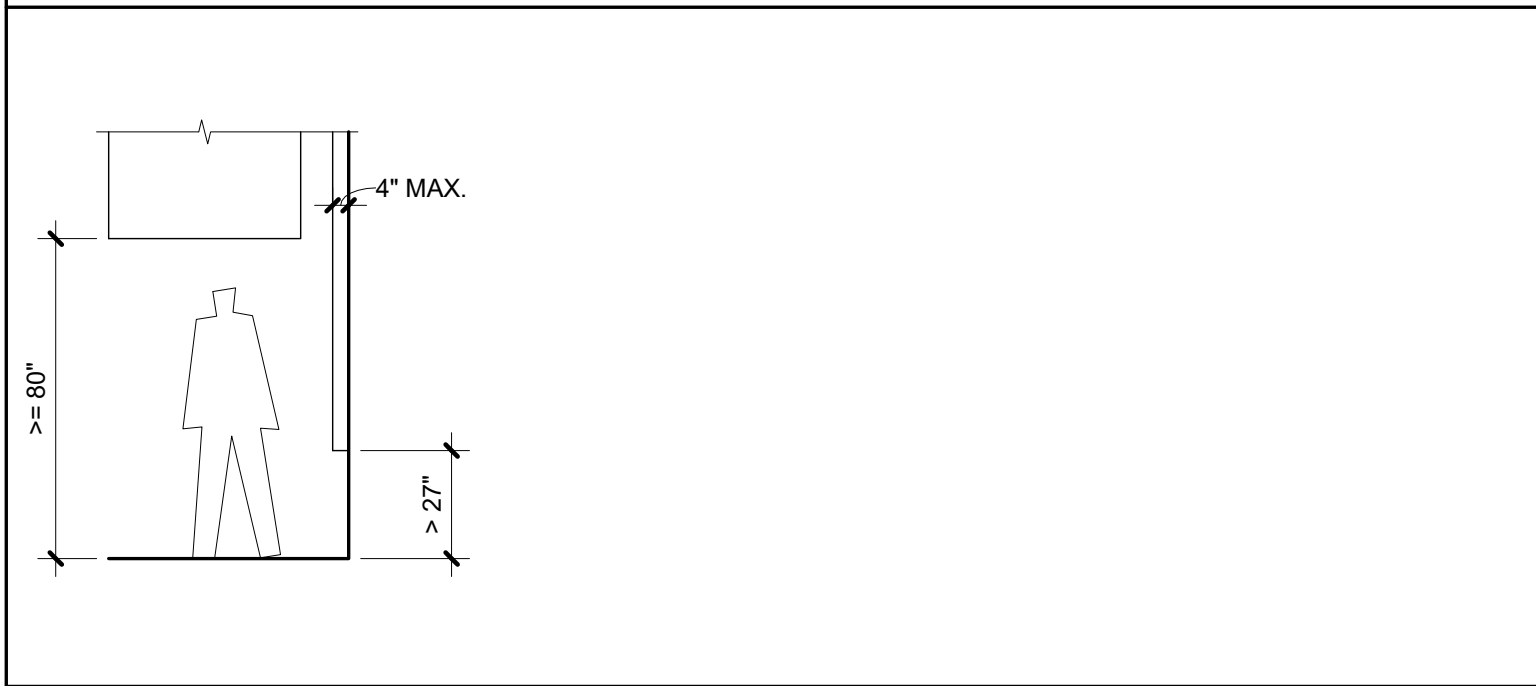
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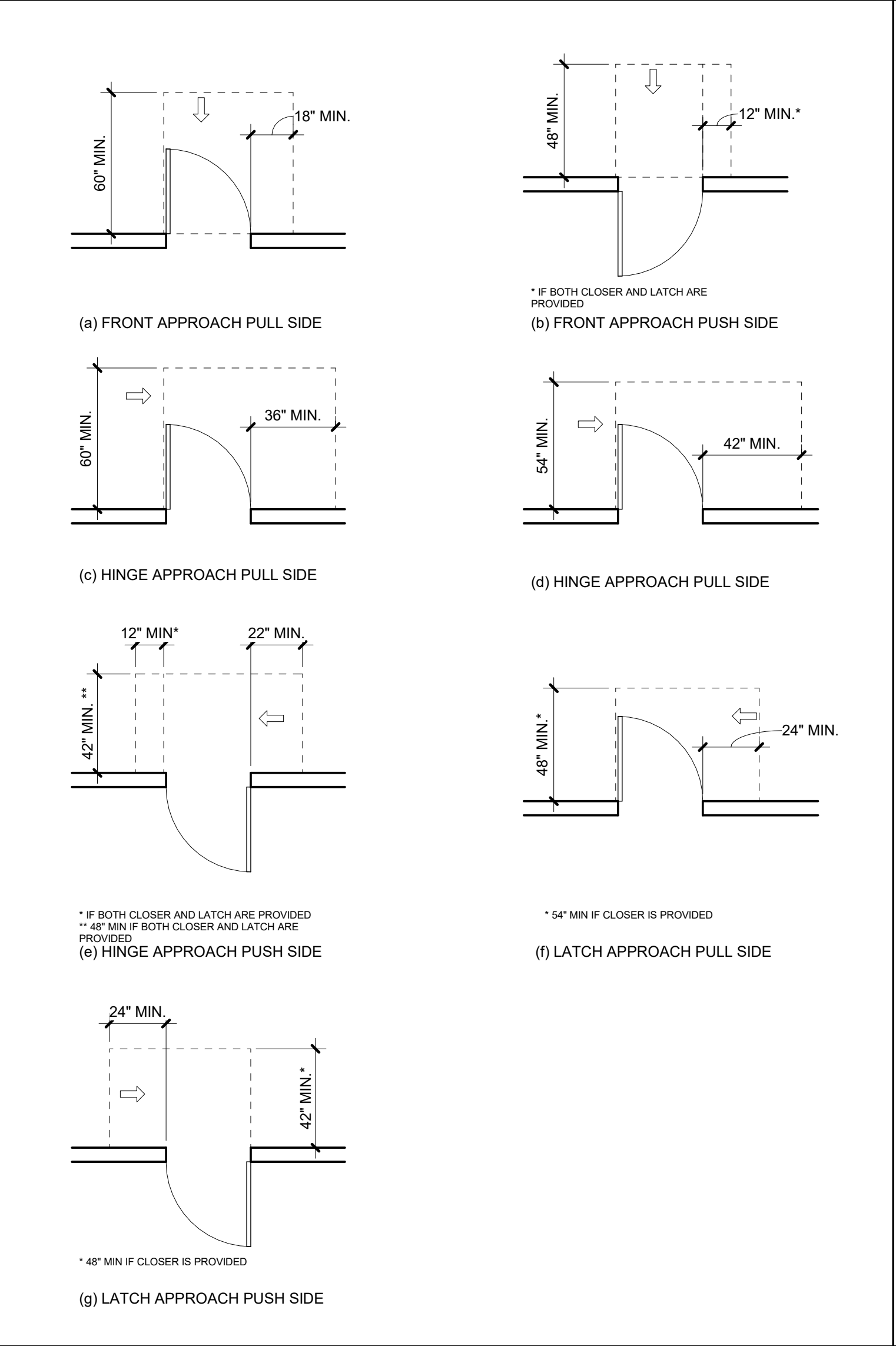
REQUIRED CLEAR FLOOR AREAS
PER ICC A117.1-2009



PROTRUDING OBJECTS
PER ICC A117.1-2009 FIG. 307.2 LIMITS OF PROTRUDING OBJECTS



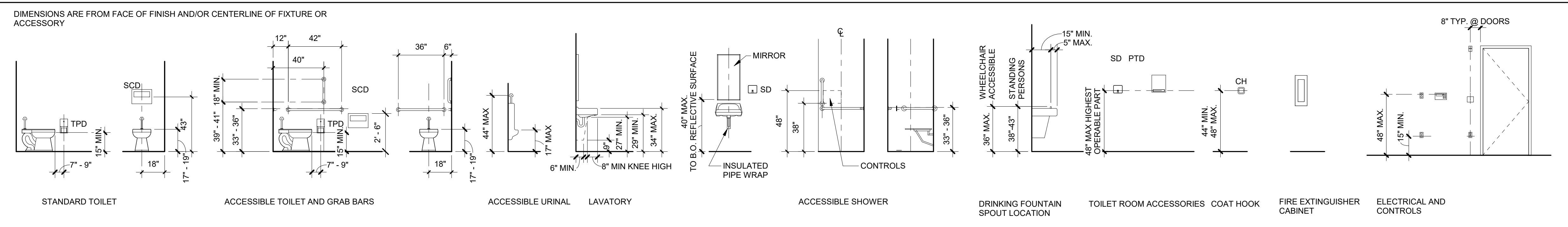
MANUEVERING CLEARANCES AT MANUAL SWINGING DOORS
PER ICC A117.1-2009, FIG. 404.2.3.2



GENERAL SHEET NOTES

- A. VERIFY ALL ACCESSIBILITY REQUIREMENTS WITH CURRENT CODE AND LOCAL JURISDICTION.
 - B. DIMENSIONS ARE NOT ALL INCLUSIVE. REFERENCE CURRENT CODE AND PROJECT DOCUMENTS FOR ADDITIONAL REQUIREMENTS.
 - C. NOTIFY ARCHITECT OF ANY DISCREPANCIES BETWEEN DIMENSIONS SHOWN HERE AND PROPOSED WORK.
- UNIVERSAL HC SYMBOL
PAINTED HIGHWAY WHITE (TWO COATS)
BACKGROUND PAINTED BLUE TO MATCH COLOR #15090 IN FED. STD. 595A
GRID SHOWN FOR REFERENCE ONLY

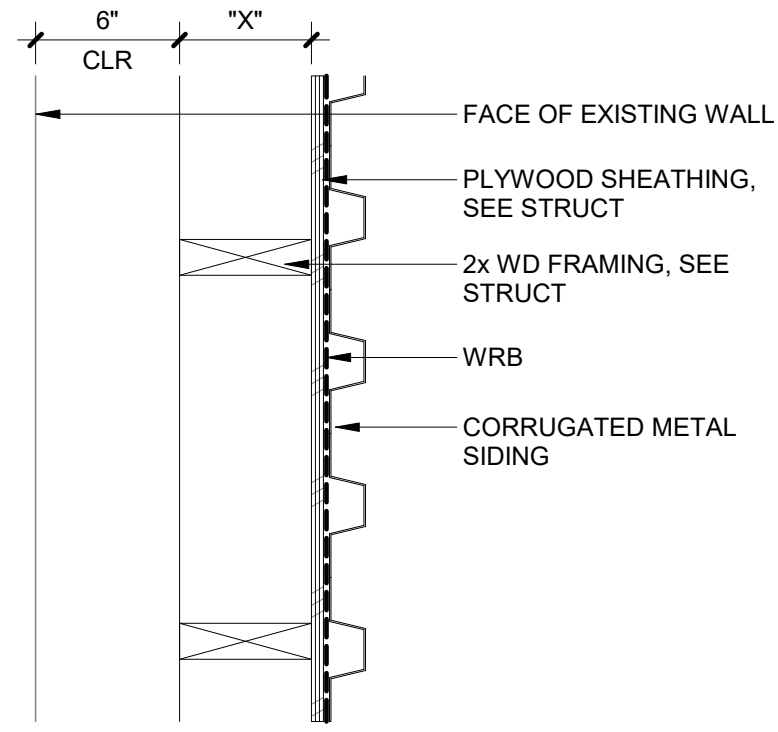
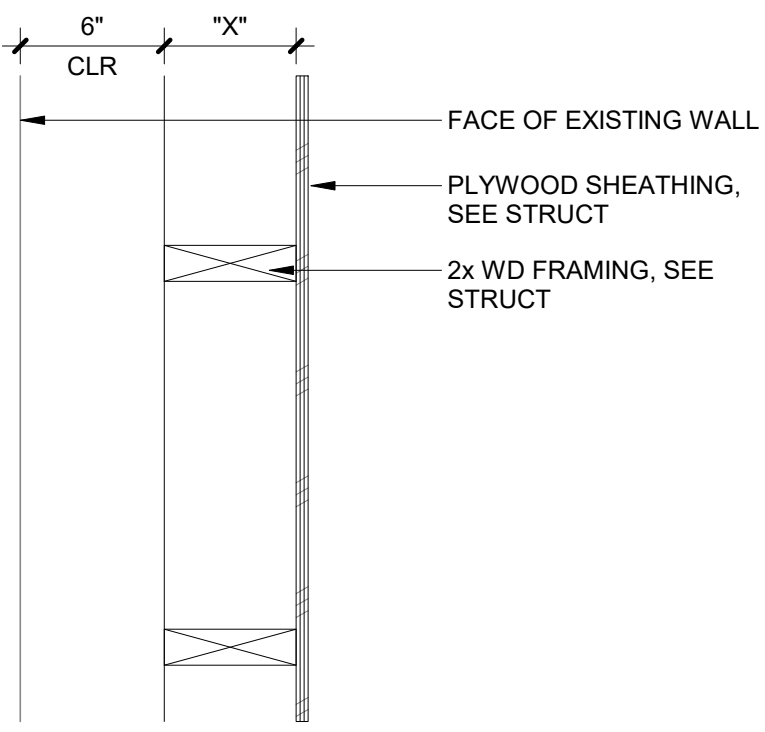
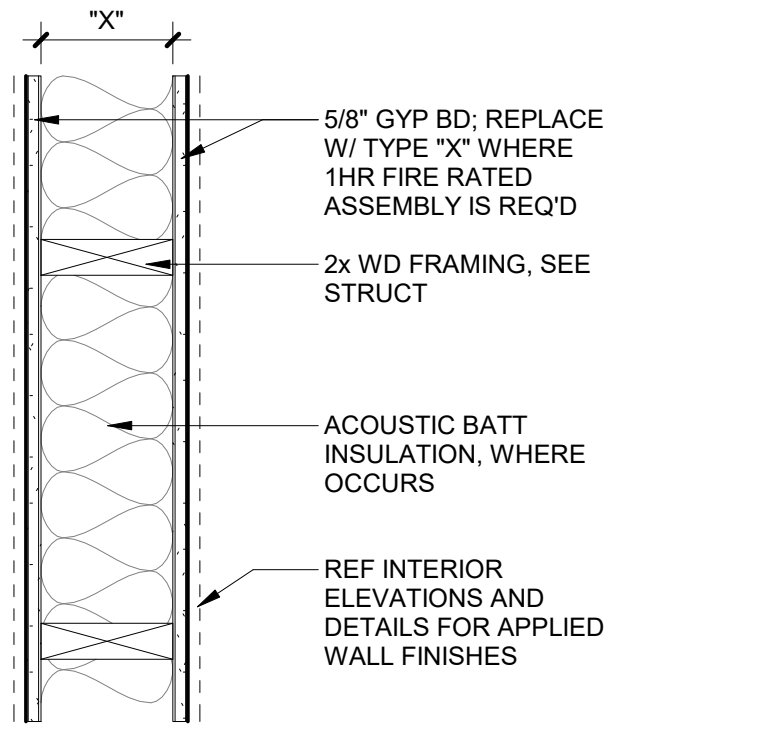
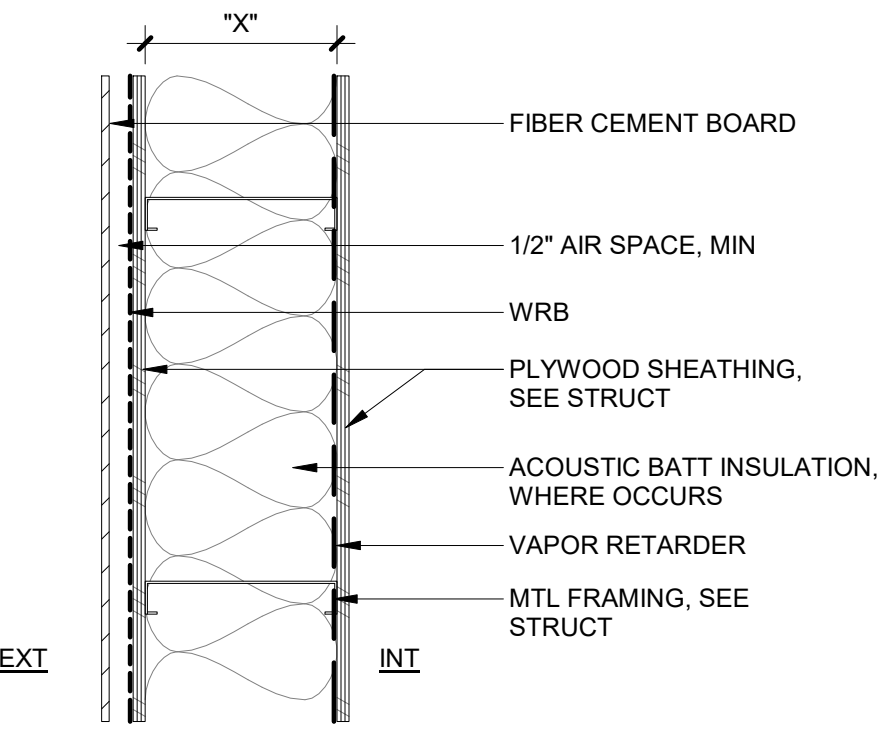
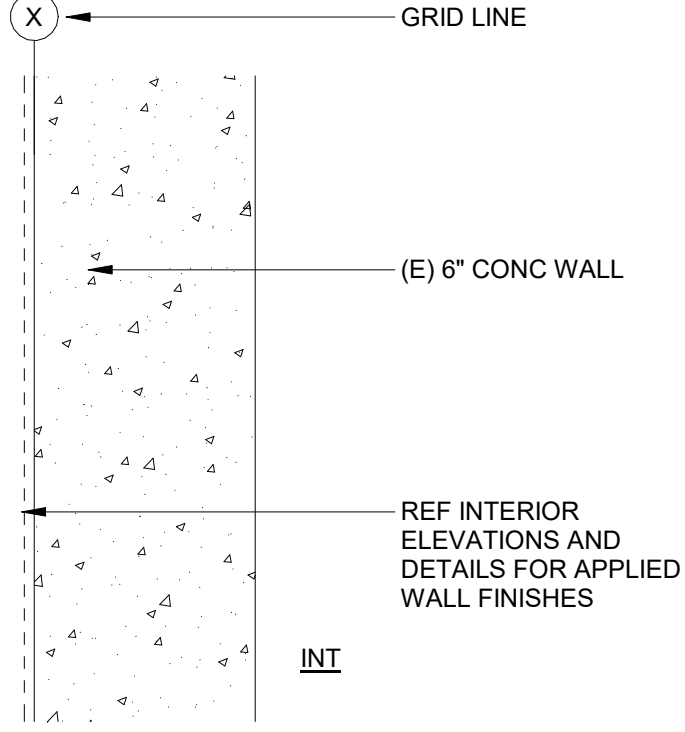
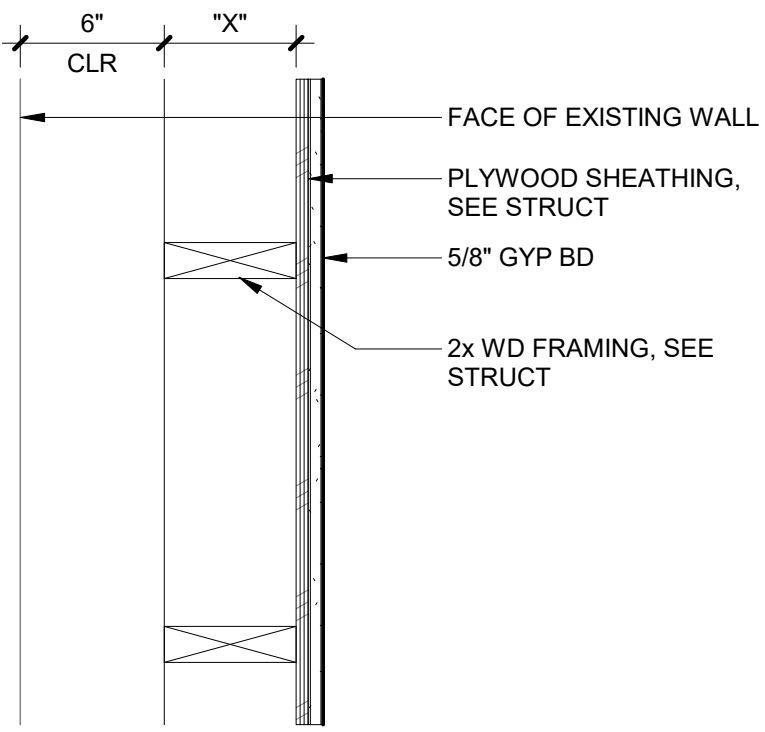
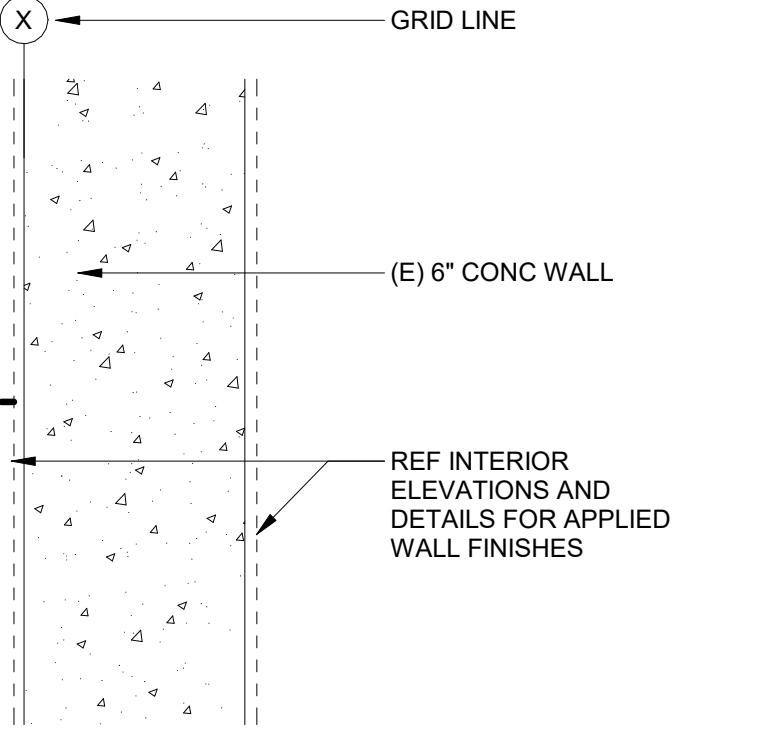
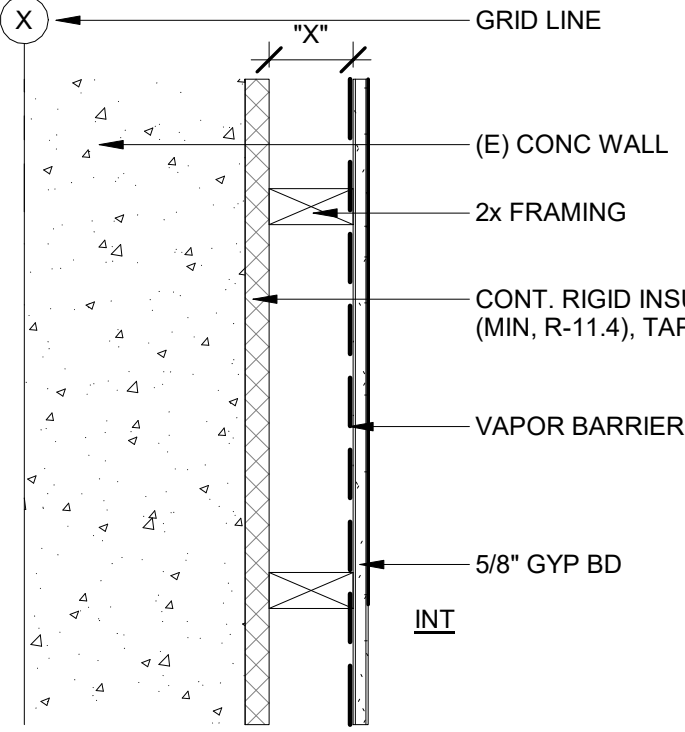
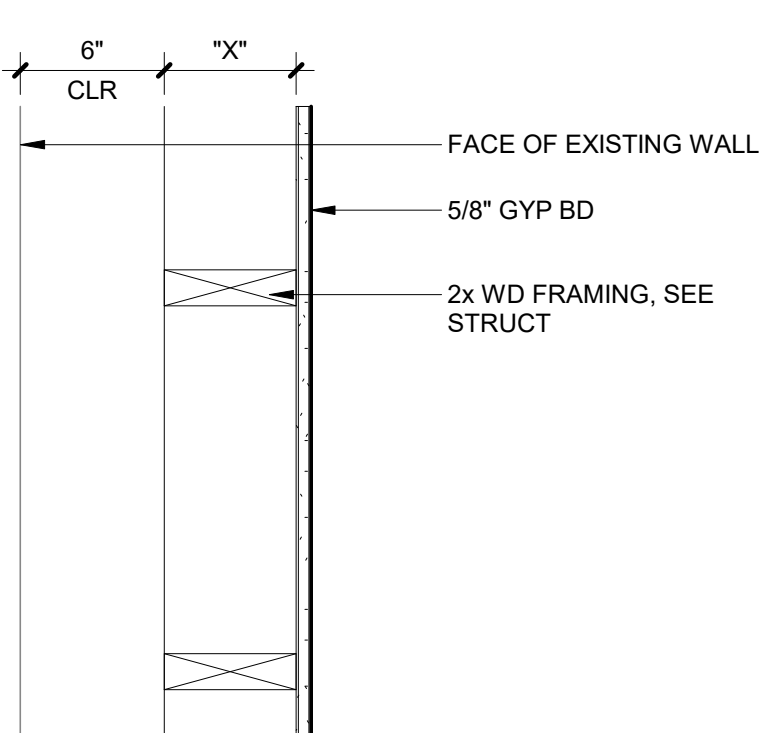
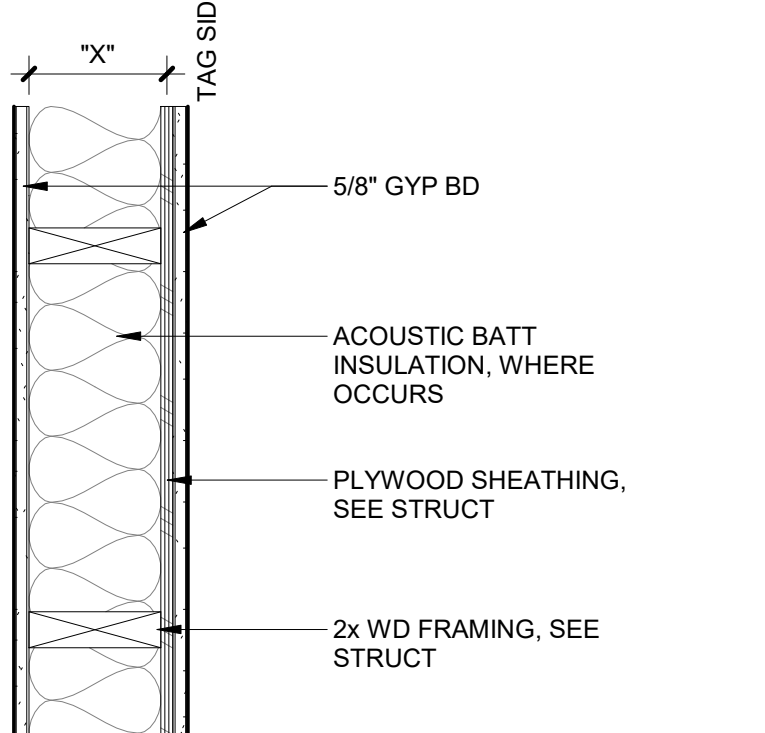
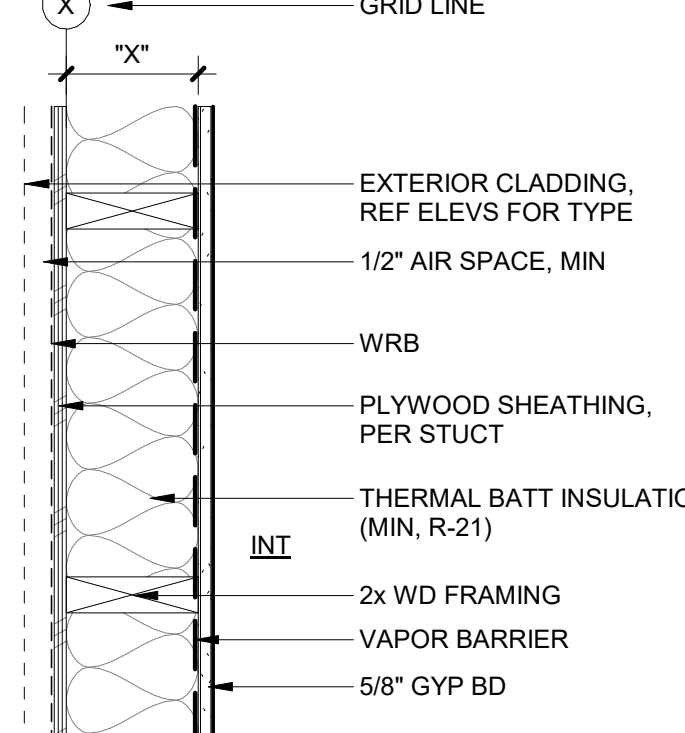
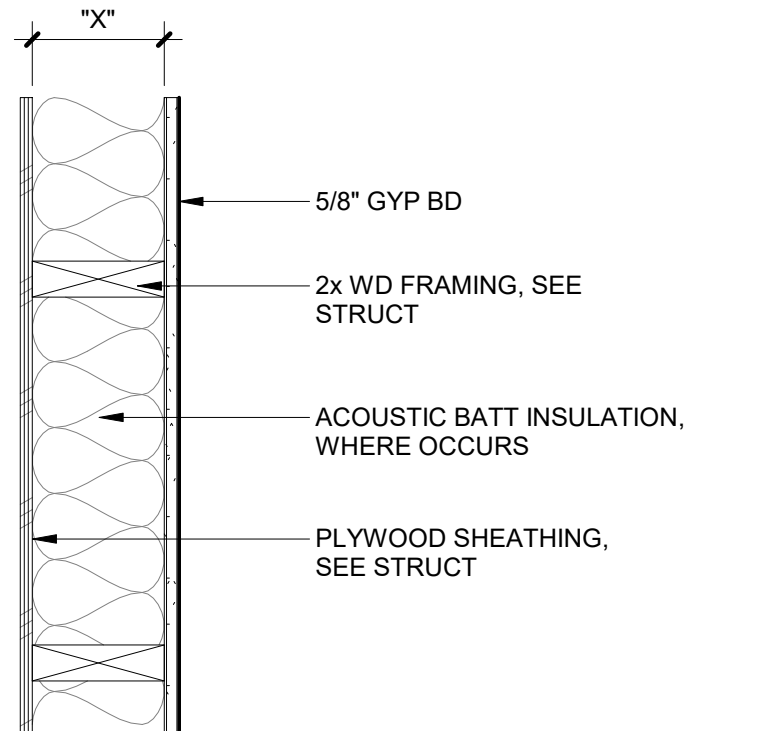
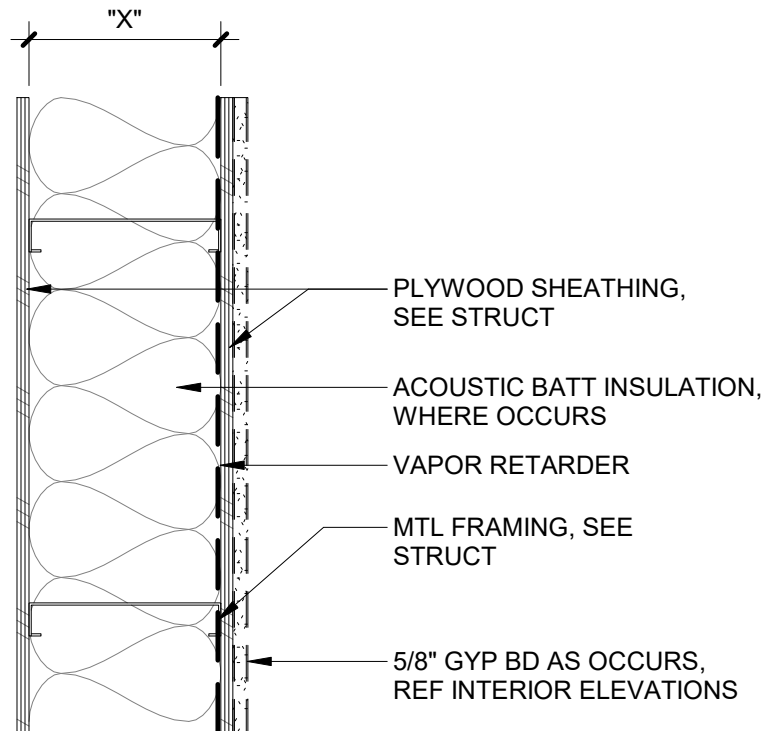
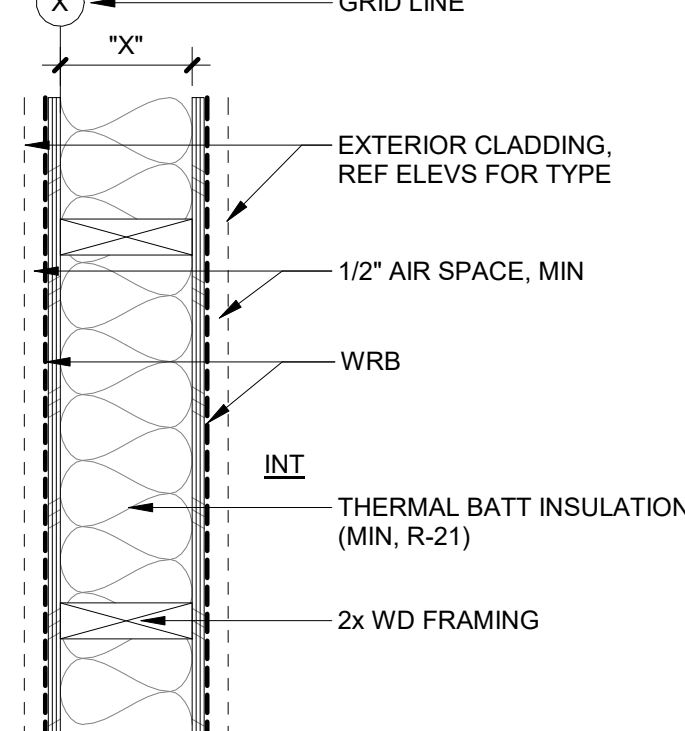
STANDARD MOUNTING HEIGHTS AND CLEARANCE REQUIREMENTS



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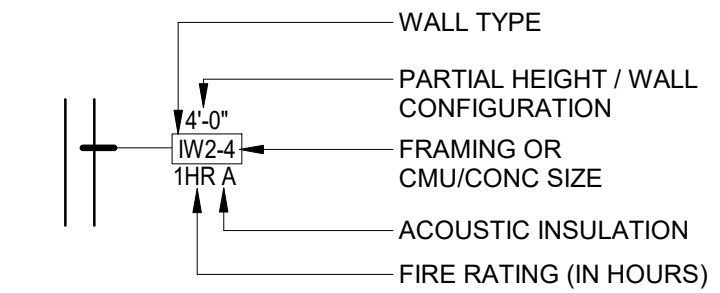
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INTERIOR WALL CONT	INTERIOR WALL CONT	INTERIOR WALL	EXTERIOR WALL CONT	EXTERIOR WALL
				
IW9-X	IW5-X	IW1-X	EW5-X	EW1-X
				
	IW6-X	IW2-X		EW2-X
				
	IW7-X	IW3-X		EW3-X
				
	IW8-X	IW4-X		EW4-X

GENERAL SHEET NOTES

- REVIEW FOR PROJECT
- A. REFERENCE DETAILS FOR ASSEMBLIES NOT SHOWN HERE. SEE FINISH SCHEDULE, INTERIOR ELEVATIONS, AND DETAILS FOR SPECIAL CONDITIONS AND APPLIED WALL FINISHES.
 - C. MAINTAIN FIRE RATING OF WALLS AROUND FIRE EXTINGUISHERS, CABINETS, AND OTHER RECESSED ITEMS.
 - D. PROVIDE ACOUSTICAL SEALANT AT FLOOR / CEILING/ WALL TRANSITIONS, RECESSED BOXES, AND PENETRATIONS OF SOUND RATED ASSEMBLIES AND OTHER CONSTRUCTION AS REQUIRED TO ACHIEVE NOTED STC RATINGS.
 - E. PROVIDE MOISTURE RESISTANT GYPSUM BOARD TYPICAL AT ALL RESTROOMS, BATHROOMS, AND KITCHEN WALLS.
 - F. ALL FRAMING AND FINISHES OF INTERIOR WALLS TO EXTEND TO THE UNDERSIDE OF STRUCTURE ABOVE UNLESS NOTED OTHERWISE.
 - G. WHERE PARTITIONS ARE SOUND RATED OR FIRE RATED AND INCLUDE PROPRIETARY MANUFACTURERS, NO SUBSTITUTIONS ARE ALLOWED.
 - H. ALL WOOD IN CONTACT WITH CONCRETE OR MASONRY TO BE PRESSURE TREATED.
 - I. PROVIDE DEFLECTION HEADS PER TYPICAL METAL FRAMING DETAILS.
 - J. FOR TYPICAL LIGHT GAUGE METAL FRAMING DETAILS SEE X/XX. UPDATE

WALL TYPE SYMBOL



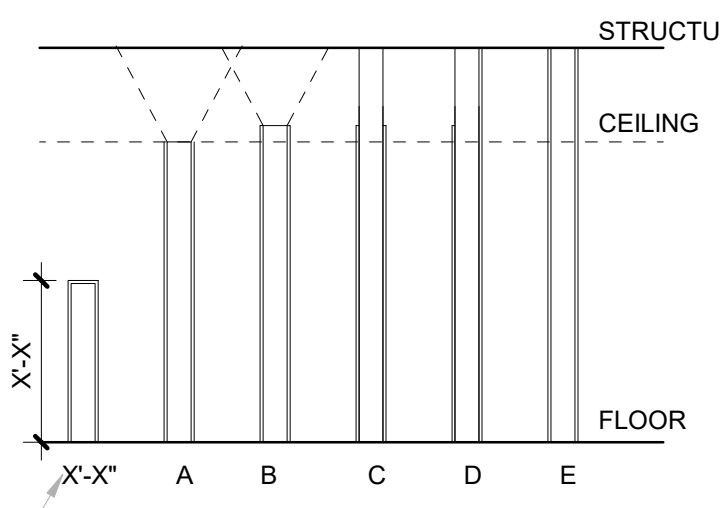
METAL FRAMING SIZES

- 0 = MTL FURRING, 7/8" OR AS INDICATED
 - 1 = 1 5/8"
 - 2 = 2 1/2"
 - 3 = 3 1/2"
 - 4 = 4"
 - 6 = 6"
 - 8 = 8"
- update as needed

WOOD FRAMING SIZES

- 0 = MTL FURRING, 7/8" OR AS INDICATED
 - 4 = 2" x 4"
 - 6 = 2" x 6"
 - 8 = 2" x 8"
- delete wood or metal framing sizes if not applicable to project

WALL CONFIGURATION



- X'-X" PARTIAL HEIGHT WALL; HEIGHT AS INDICATED.
- A FRAMING AND FINISHES TERMINATE AT UNDERSIDE OF CEILING. BRACE AS REQUIRED.
 - B FRAMING AND FINISHES TERMINATE 4" ABOVE FINISHED CEILING. BRACE AS REQUIRED.
 - C FRAMING EXTENDS TO BOTTOM OF STRUCTURE. FINISHES TERMINATE AT 4" ABOVE FINISHED CEILING.
 - D FRAMING AND FINISH ONE SIDE OF WALL. EXTEND TO BOTTOM OF STRUCTURE. FINISH OTHER SIDE TERMINATES AT 4" ABOVE FINISHED CEILING.
 - E FRAMING AND FINISHES BOTH SIDE EXTEND TO UNDERSIDE OF STRUCTURE ABOVE.

Item 7b.

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Drawing:

ASSEMBLIES

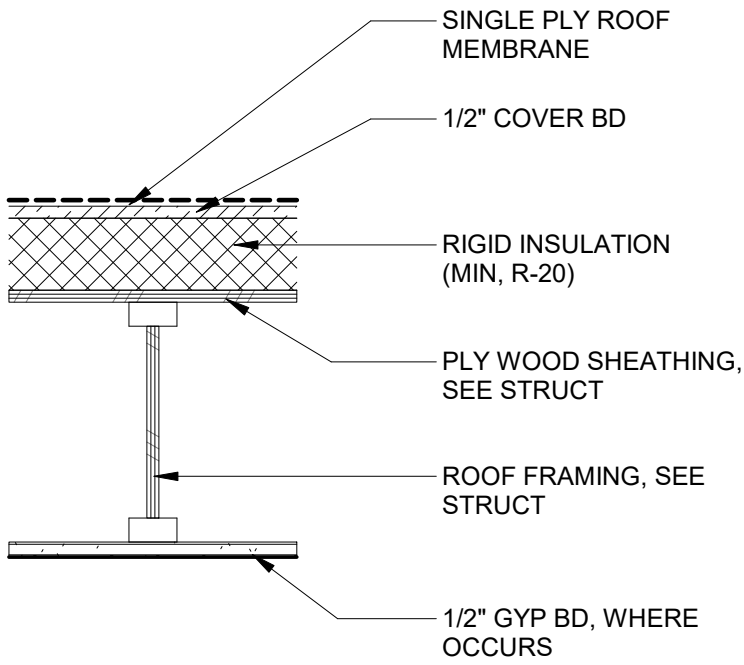
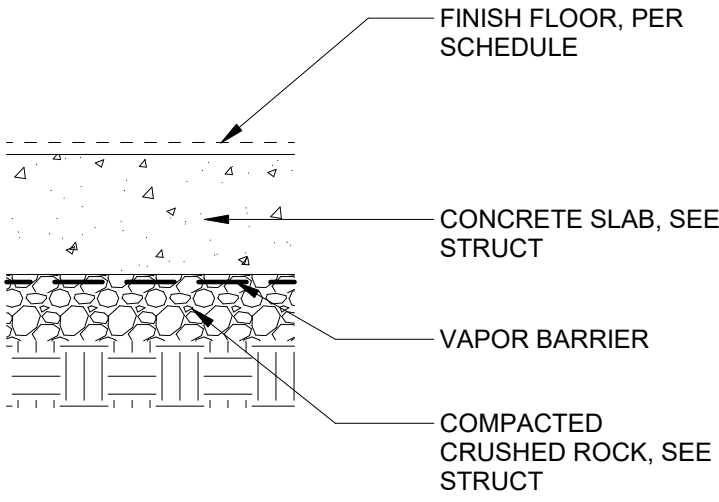
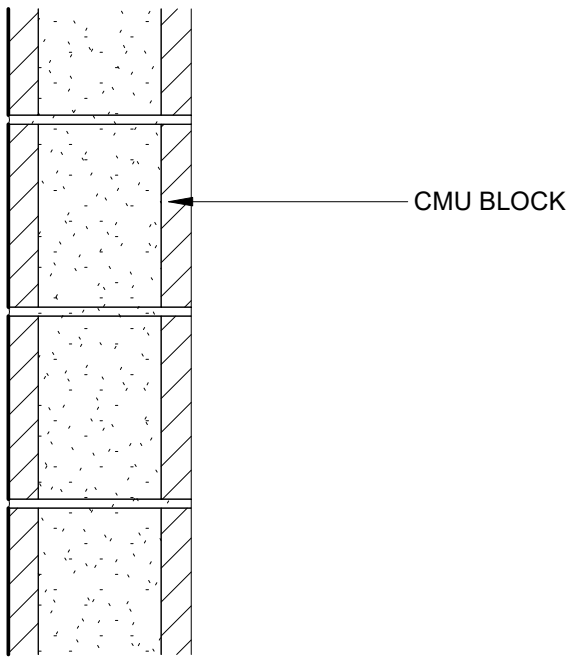
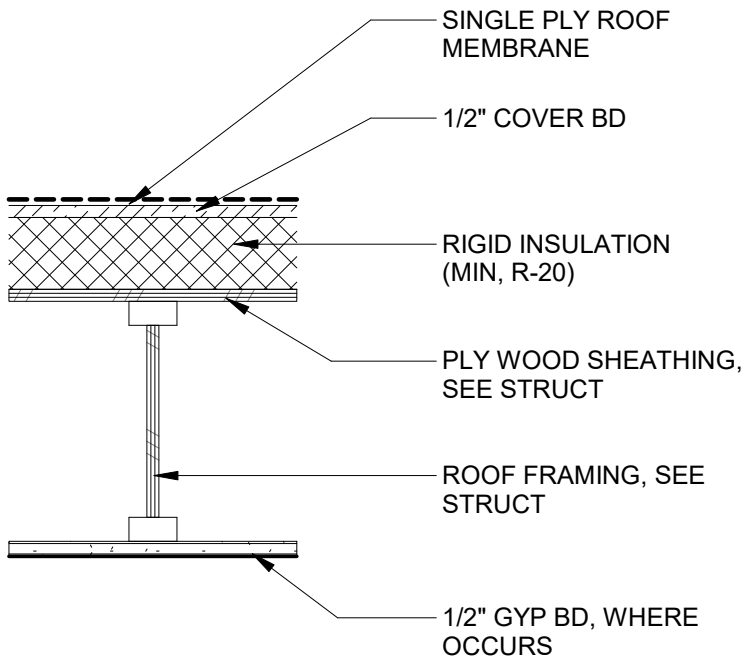
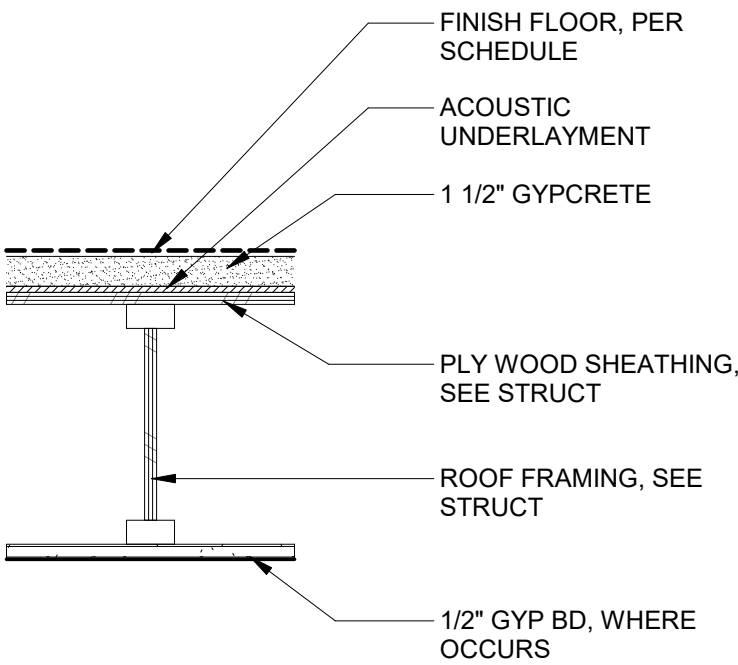
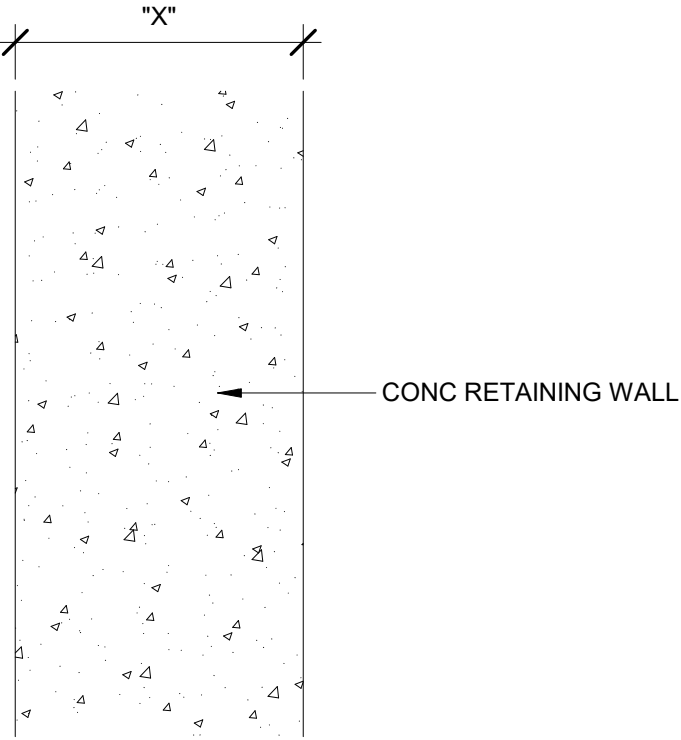
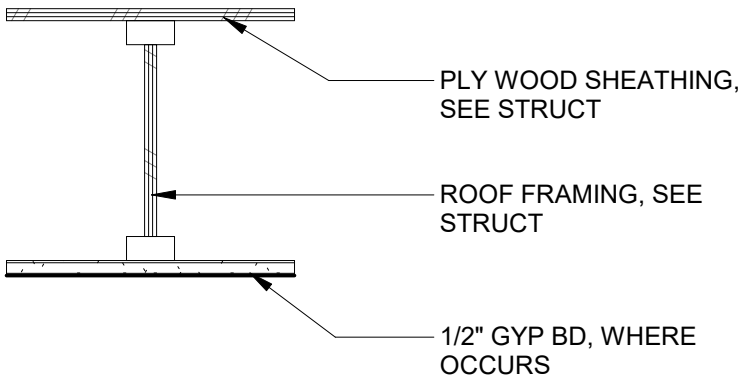
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		FLOOR / ROOF / CEILING	FLOOR / CEILING	SITE WALL
				
		R-1	F-1	SW1-X
				
		R-1	F-2	SW2-X
				
			F-3	

METAL FRAMING SIZES

0 = MTL FURRING, 7/8" OR AS INDICATED

1 = 1 5/8"

2 = 2 1/2"

3 = 3 1/2"

4 = 4"

6 = 6"

8 = 8"

update as needed

WOOD FRAMING SIZES

0 = MTL FURRING, 7/8" OR AS INDICATED

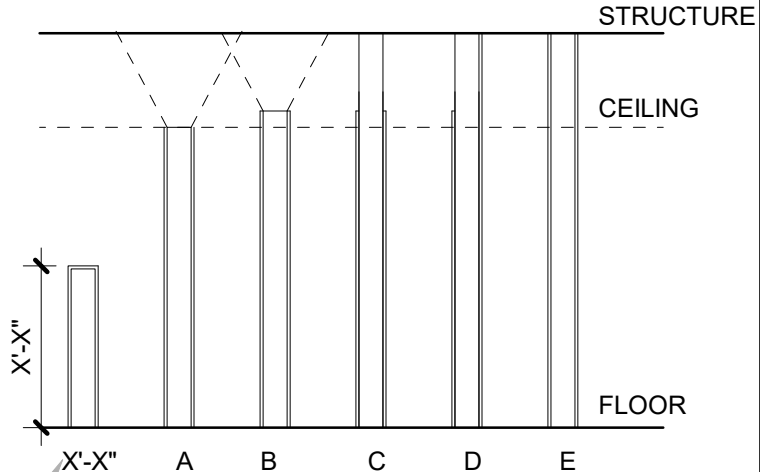
4 = 2" x 4"

6 = 2" x 6"

8 = 2" x 8"

delete wood or metal framing sizes if not applicable to project

WALL CONFIGURATION



X'-X"

or: P if height dimensioned on elevation or section

X'-X"

PARTIAL HEIGHT WALL; HEIGHT AS INDICATED.

A FRAMING AND FINISHES TERMINATE AT UNDERSIDE OF CEILING. BRACE AS REQUIRED.

B FRAMING AND FINISHES TERMINATE 4" ABOVE FINISHED CEILING. BRACE AS REQUIRED.

C FRAMING EXTENDS TO BOTTOM OF STRUCTURE. FINISHES TERMINATE AT 4" ABOVE FINISHED CEILING.

D FRAMING AND FINISH ONE SIDE OF WALL. EXTEND TO BOTTOM OF STRUCTURE. FINISH OTHER SIDE TERMINATES AT 4" ABOVE FINISHED CEILING.

E FRAMING AND FINISHES BOTH SIDE EXTEND TO UNDERSIDE OF STRUCTURE ABOVE.

Item 7b.

S|E|A

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Job Number: 19112

13895 FIR STREET OREGON CITY, OR 97045

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13895 FIR STREET
OREGON CITY, OR 97045

ADDRESS: 13895 FIR ST.
OREGON CITY, OR 97045

TAX LOT:	1101
TAXMAP:	3-2E-09B

LOT SIZE: 4.79 ACRES

TOTAL IMPERVIOUS AREA CREATED:	9,400 SF (0.21 ACRES)
--------------------------------	-----------------------

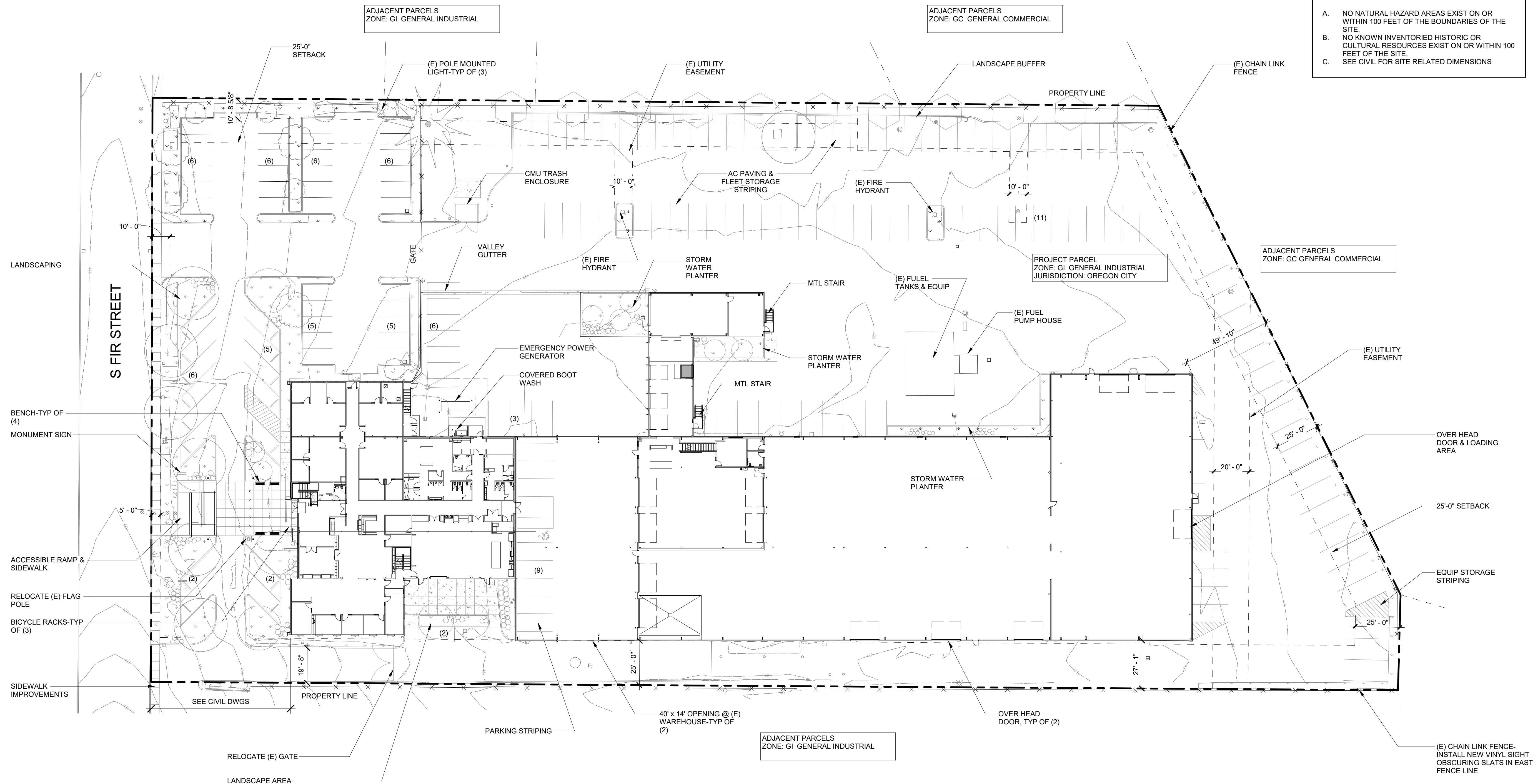
(E) PARKING SPACES: 110 (2 ADA)
PARKING SPACES: 69 (3 ADA)

SHEET NOTES

- A. NO NATURAL HAZARD AREAS EXIST ON OR WITHIN 100 FEET OF THE BOUNDARIES OF THE SITE.
- B. NO KNOWN INVENTORIED HISTORIC OR CULTURAL RESOURCES EXIST ON OR WITHIN 100 FEET OF THE SITE.
- C. SEE CIVIL FOR SITE RELATED DIMENSIONS

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1 SITE PLAN



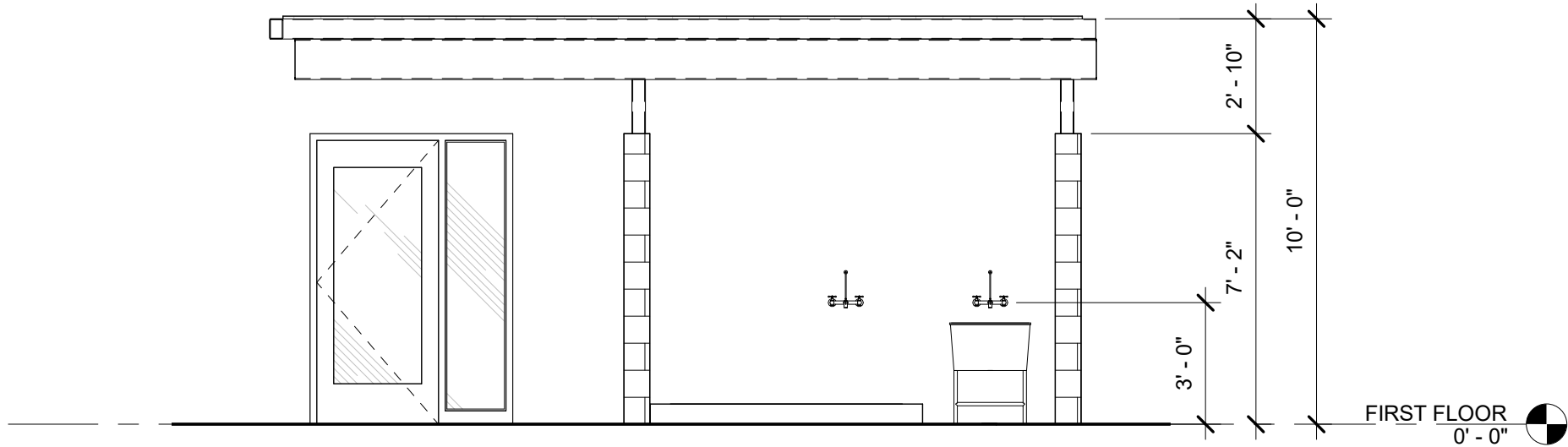
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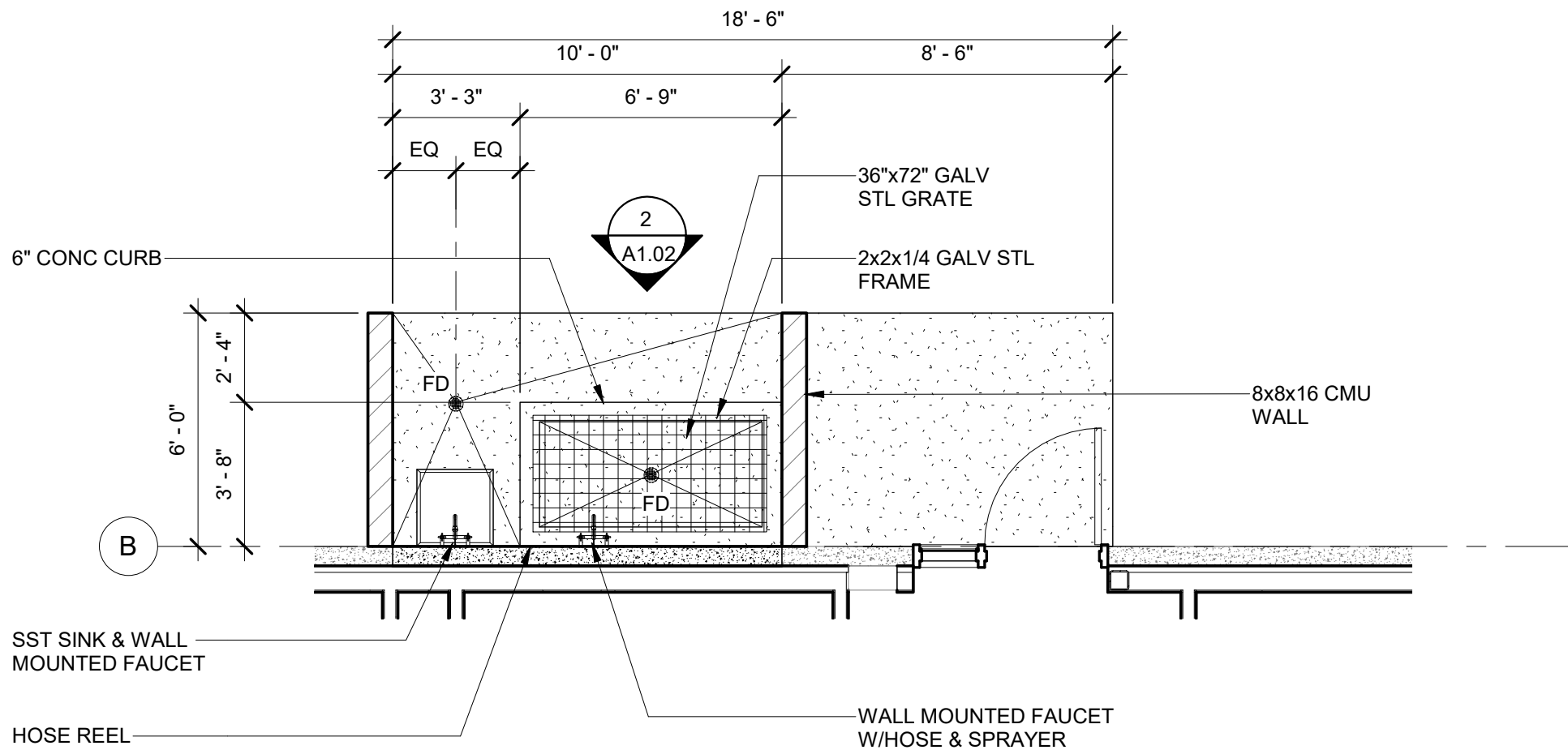
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2 BOOT WASH
1/4" = 1'-0"



1 SITE PLAN
1/4" = 1'-0"

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SITE DETAILS

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13895 FIR STREET
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DEMOLITION SITE PLAN

AD.01

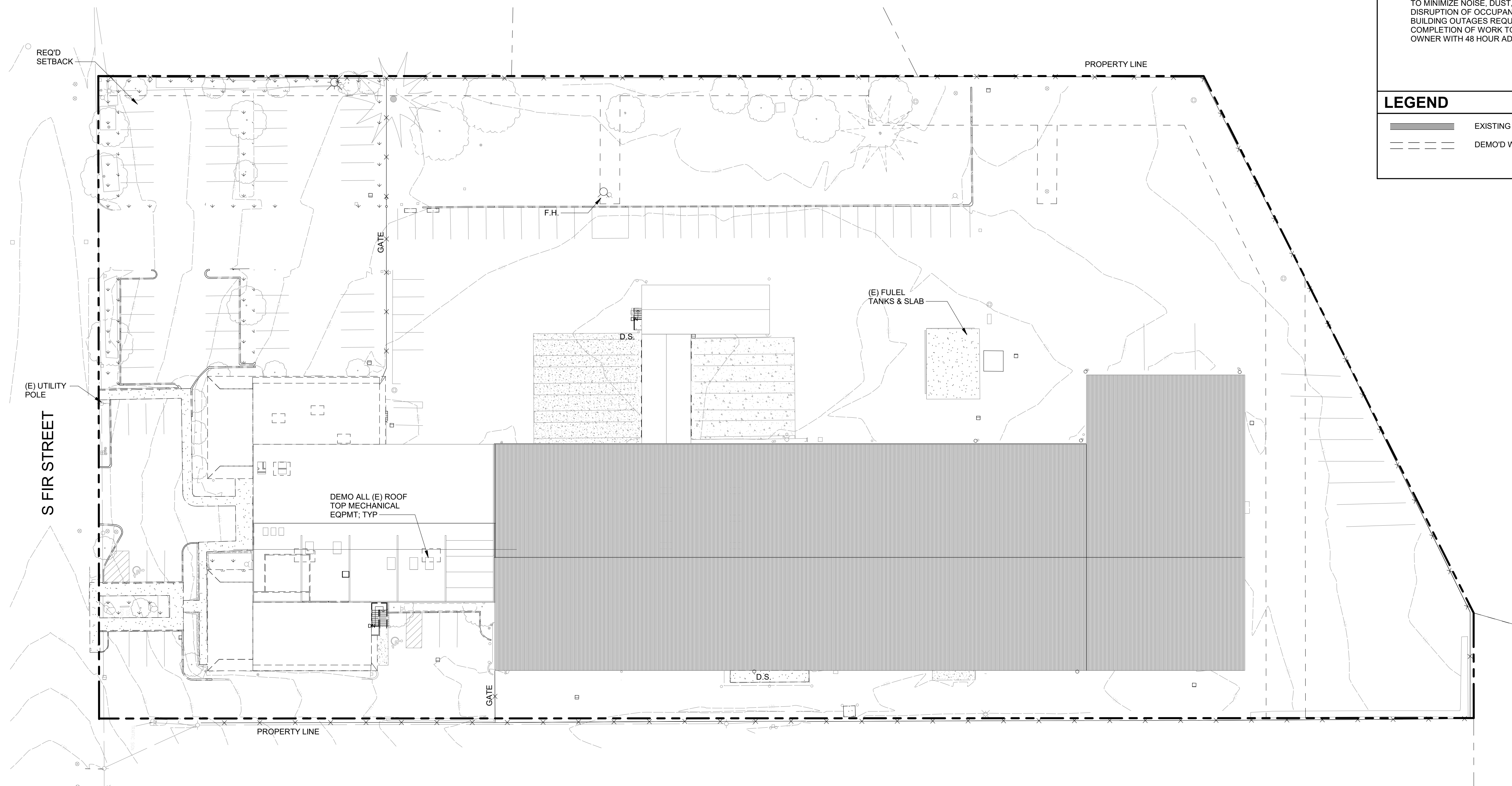
- A. COMPLY WITH ALL APPLICABLE LOCAL CODES AND ORDINANCES CONCERNING DEMOLITION OPERATIONS, RECYCLING, AND RESTRICTIVE REMOVAL.
- B. LIMITS OF DEMOLITION SHOWN IS FOR GENERAL GUIDANCE ONLY. CONTRACTOR SHALL MAINTAIN THE EXISTING CURB CUT OF DEMOLITION REQUIRED TO ACCOMMODATE THE NEW WORK AND PRODUCE A CONSISTENT APPEARANCE.
- C. PROVIDE TEMPORARY EXITING AS REQUIRED AND APPROVED BY LOCAL FIRE MARSHALL.
- D. COORDINATE ALL DEMOLITION AND SALVAGE WITH OWNER. OTHER THAN THE REMOVAL OF EXISTING FURNISHINGS, FIXTURES AND EQUIPMENT UNLESS NOTED OTHERWISE.
- E. CONTRACTOR SHALL BE RESPONSIBLE FOR SHORING OF EXISTING STRUCTURE AS REQUIRED.
- F. CONTRACTOR SHALL VERIFY EXISTING CONDITIONS AND NOTIFY ARCHITECT IMMEDIATELY OF DISCREPANCIES.
- G. IF EXISTING BUILDING IS TO REMAIN OCCUPIED DURING CONSTRUCTION, CARE IS TO BE TAKEN TO MINIMIZE NOISE, DUST, ODOR AND DISRUPTION OF OCCUPANTS AND UTILITIES. ALL BUILDING OUTAGES REQUIRED FOR COMPLETION OF WORK TO BE SCHEDULED WITH OWNER WITH 48 HOUR ADVANCE NOTIFICATION.

EXISTING WALLS

DEMO'D WALLS

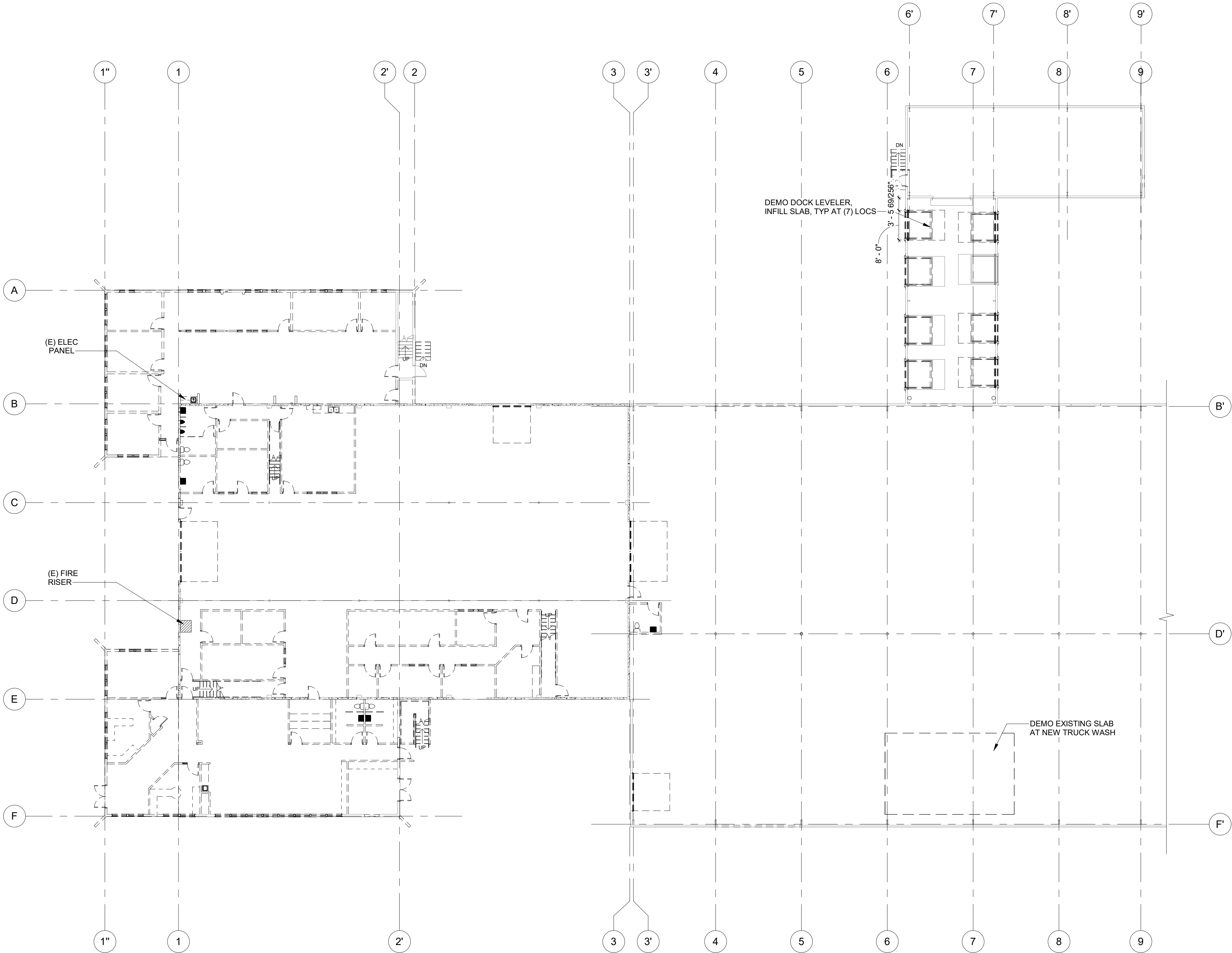
A compass rose with a circle divided into four quadrants by a vertical and a horizontal line. The rightmost quadrant is shaded black. To the right of the circle, the word "NORTH" is written in capital letters.

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$$1'' = 30'-0''$$

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GENERAL SHEET NOTES

- COMPLY WITH ALL APPLICABLE LOCAL CODES AND ORDINANCES CONCERNING DEMOLITION OPERATIONS, RECYCLING, AND RESTRICTIVE REMOVAL.
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KEYNOTES

07-02

LEGEND

- | | |
|--|----------------|
| | EXISTING WALLS |
| | DEMO'D WALLS |

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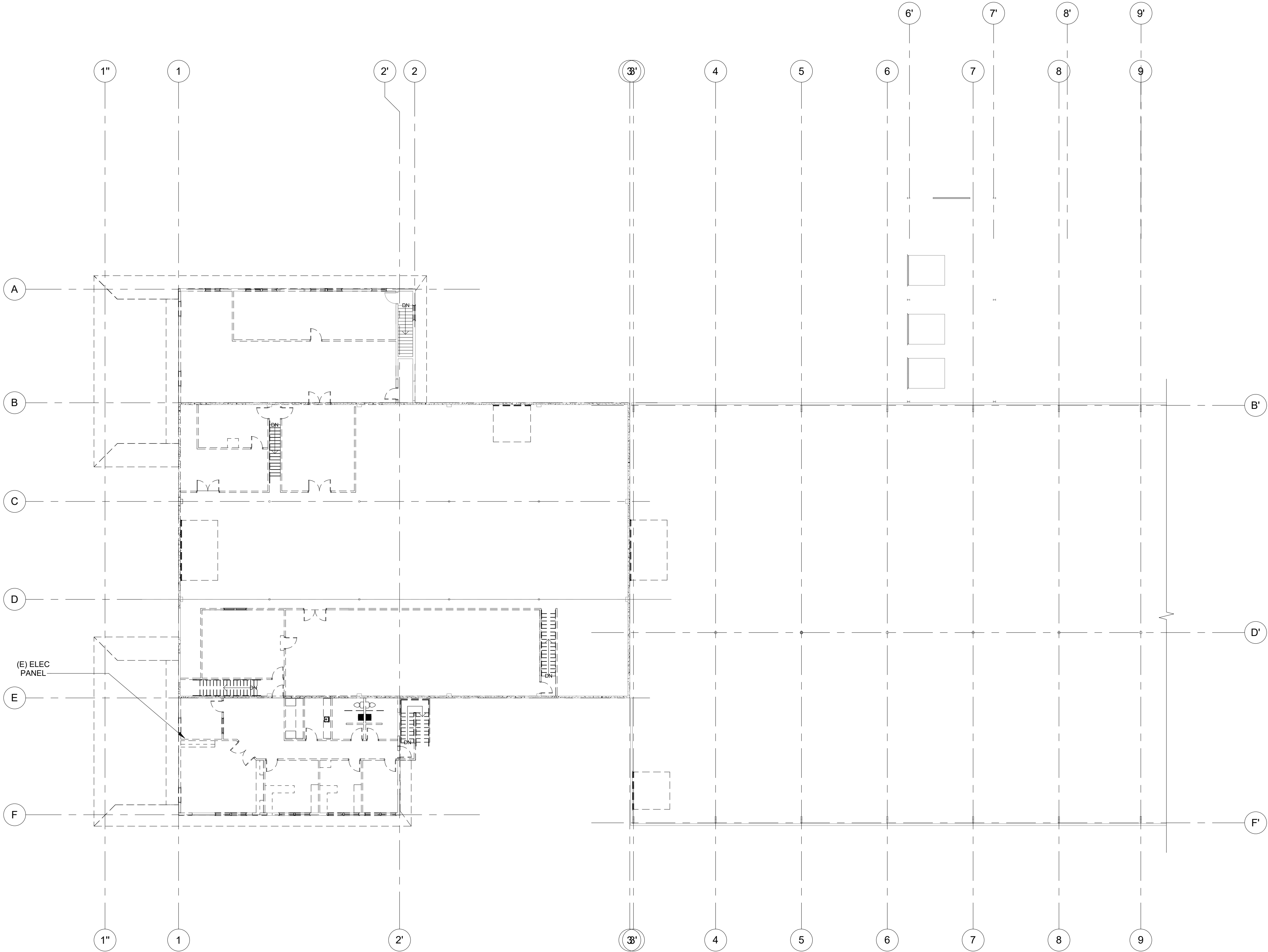
DEMOLITION FLOOR
PLAN-LEVEL 1
SOUTH

Sheet No:

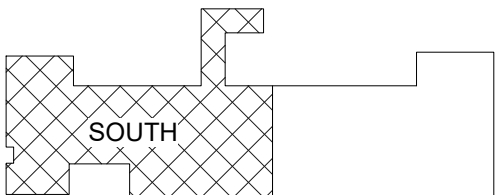
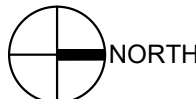
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1 SECOND FLOOR PLAN
1/16" = 1'-0"



KEY PLAN

GENERAL SHEET NOTES

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KEYNOTES

07-02

LEGEND

- EXISTING WALLS
- DEMO'D WALLS

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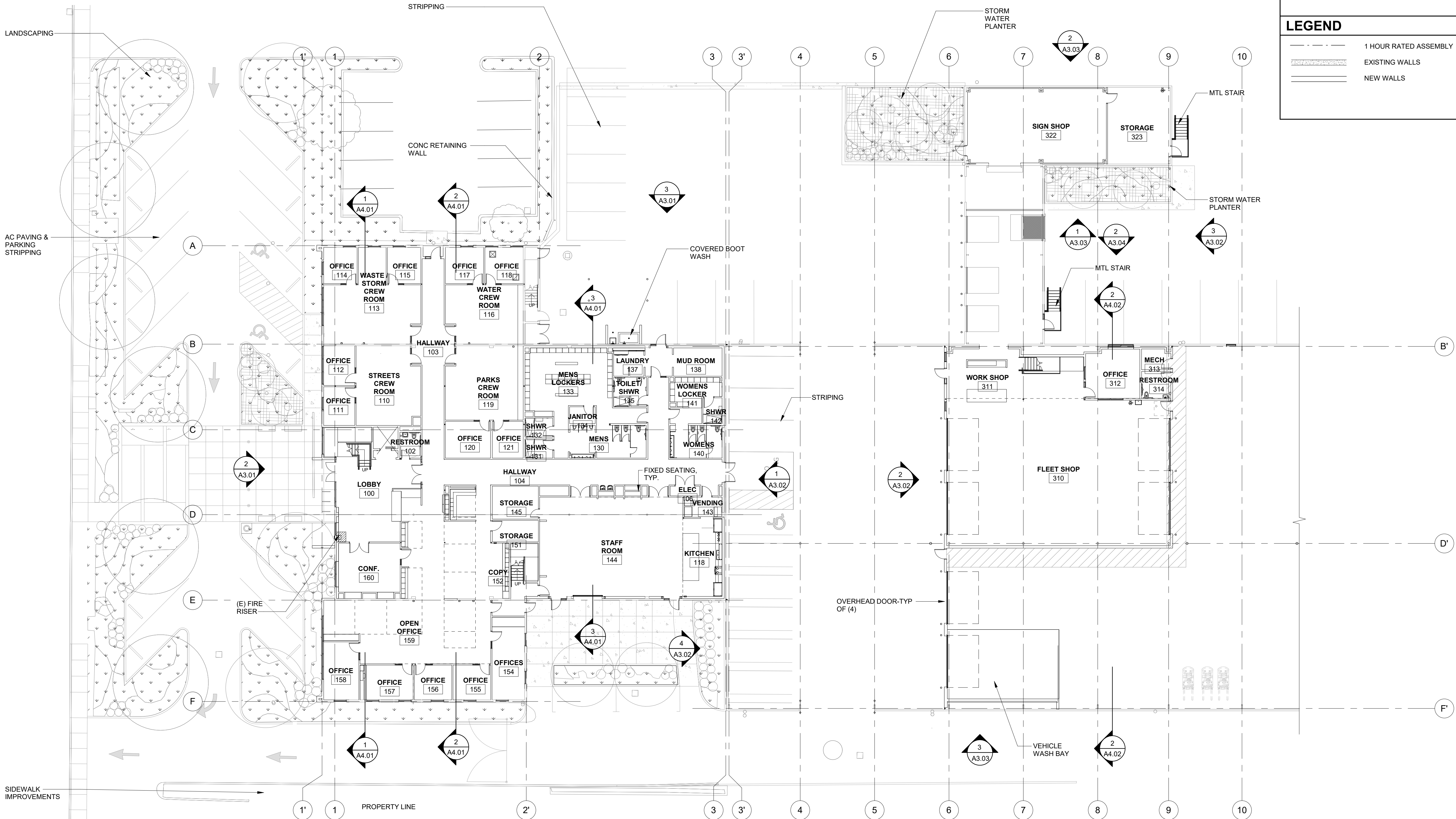
DEMOLITION FLOOR
PLAN-LEVEL 2
SOUTH

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1 FLOOR PLAN-LEVEL 1 SOUTH
1/16" = 1'-0"

GENERAL SHEET NOTES

- ALL DOOR AND WINDOW DIMENSIONS ARE TO OUTSIDE OF FRAME, TYPICAL.
- ALL WALL DIMENSIONS ARE TO FACE OF STUD, UNLESS NOTED OTHERWISE.
- PROVIDE FIRE EXTINGUISHER CABINETS AS SHOWN / SPECIFIED. COORDINATE FINAL LOCATIONS WITH FIRE MARSHALL.
- ALL INTERIOR WALLS TO BE TYPE XXXX, UNLESS NOTED OTHERWISE.
- SEE STRUCTURAL FOR ALL SHEAR AND BEARING WALL LOCATIONS.

LEGEND

- 1 HOUR RATED ASSEMBLY
- EXISTING WALLS
- NEW WALLS

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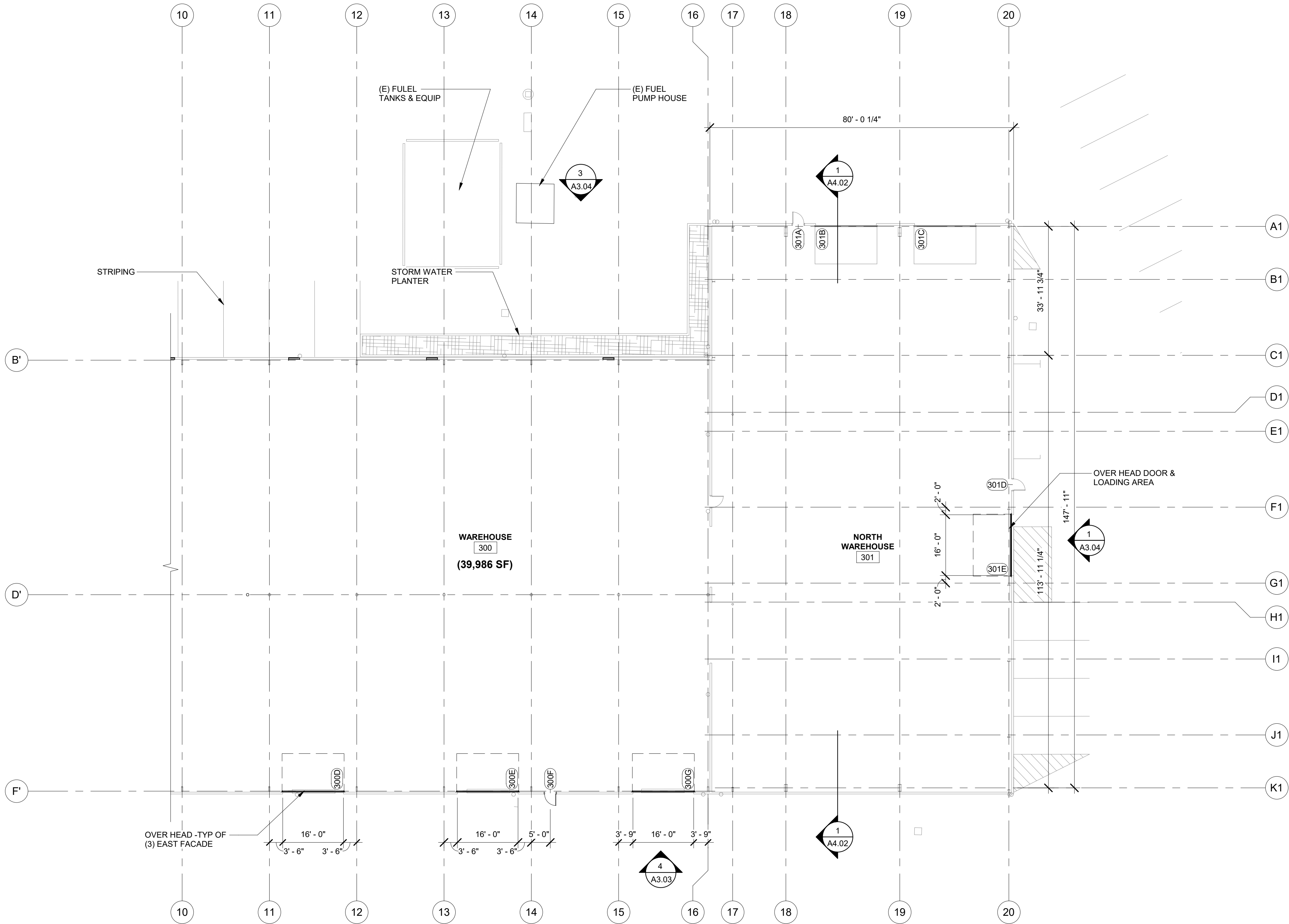
FLOOR PLAN - LEVEL
1 SOUTH

Sheet No:

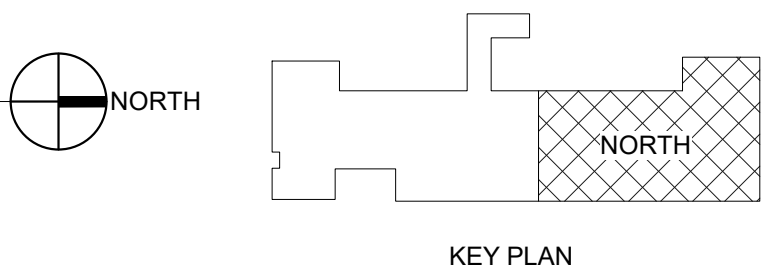
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1 FLOOR PLAN-LEVEL 1_NORTH
1/16" = 1'-0"



GENERAL SHEET NOTES

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- B. ALL WALL DIMENSIONS ARE TO FACE OF STUD, UNLESS NOTED OTHERWISE.
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- D. ALL INTERIOR WALLS TO BE TYPE XXXX, UNLESS NOTED OTHERWISE.
- E. SEE STRUCTURAL FOR ALL SHEAR AND BEARING WALL LOCATIONS.

LEGEND

- 1 HOUR RATED ASSEMBLY
- EXISTING WALLS
- NEW WALLS

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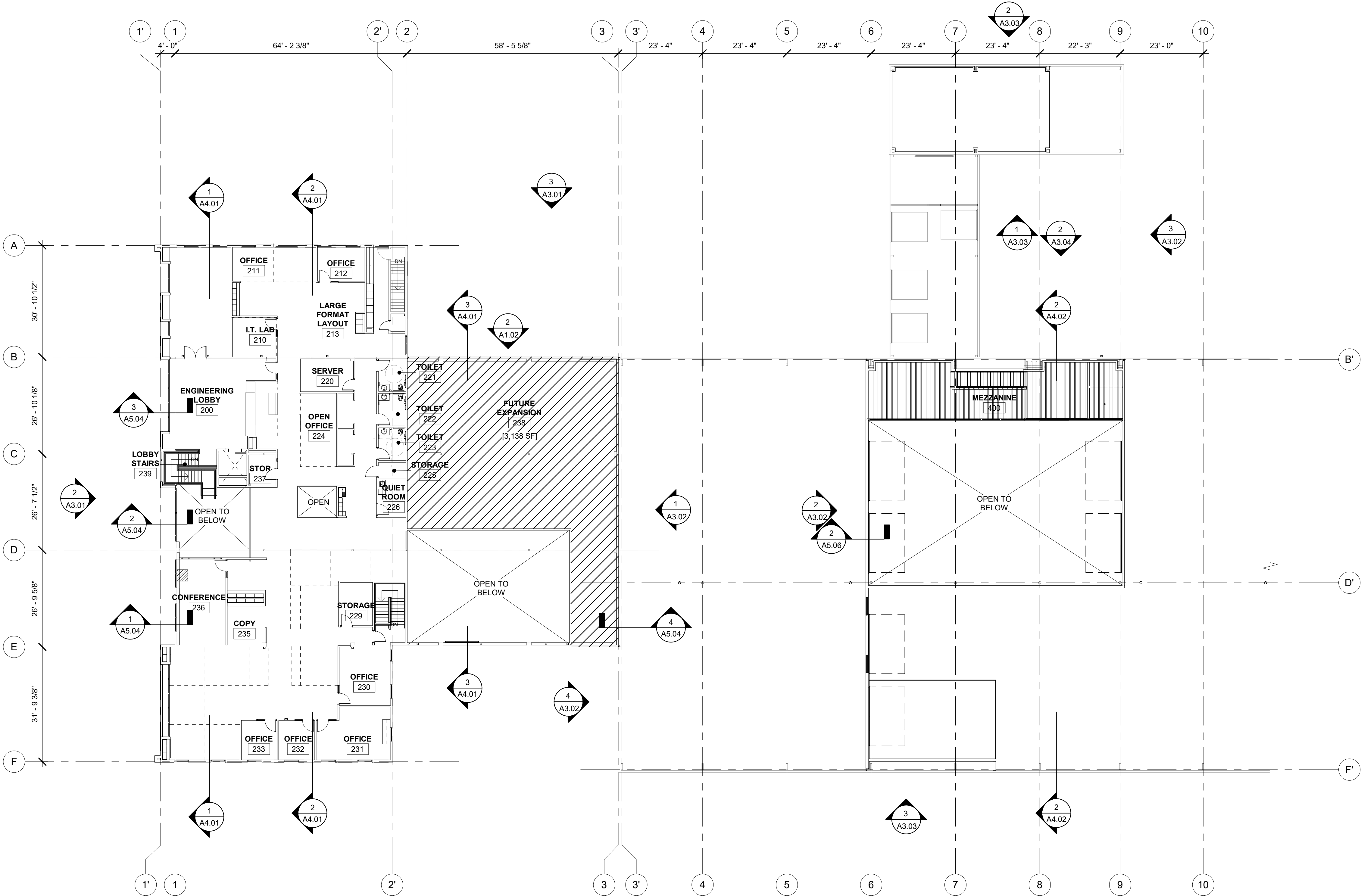
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**FLOOR PLAN-LEVEL
1 NORTH**

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1 SECOND FLOOR PLAN
1/16" = 1'-0"

GENERAL SHEET NOTES

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LEGEND

- 1 HOUR RATED ASSEMBLY
- EXISTING WALLS
- NEW WALLS

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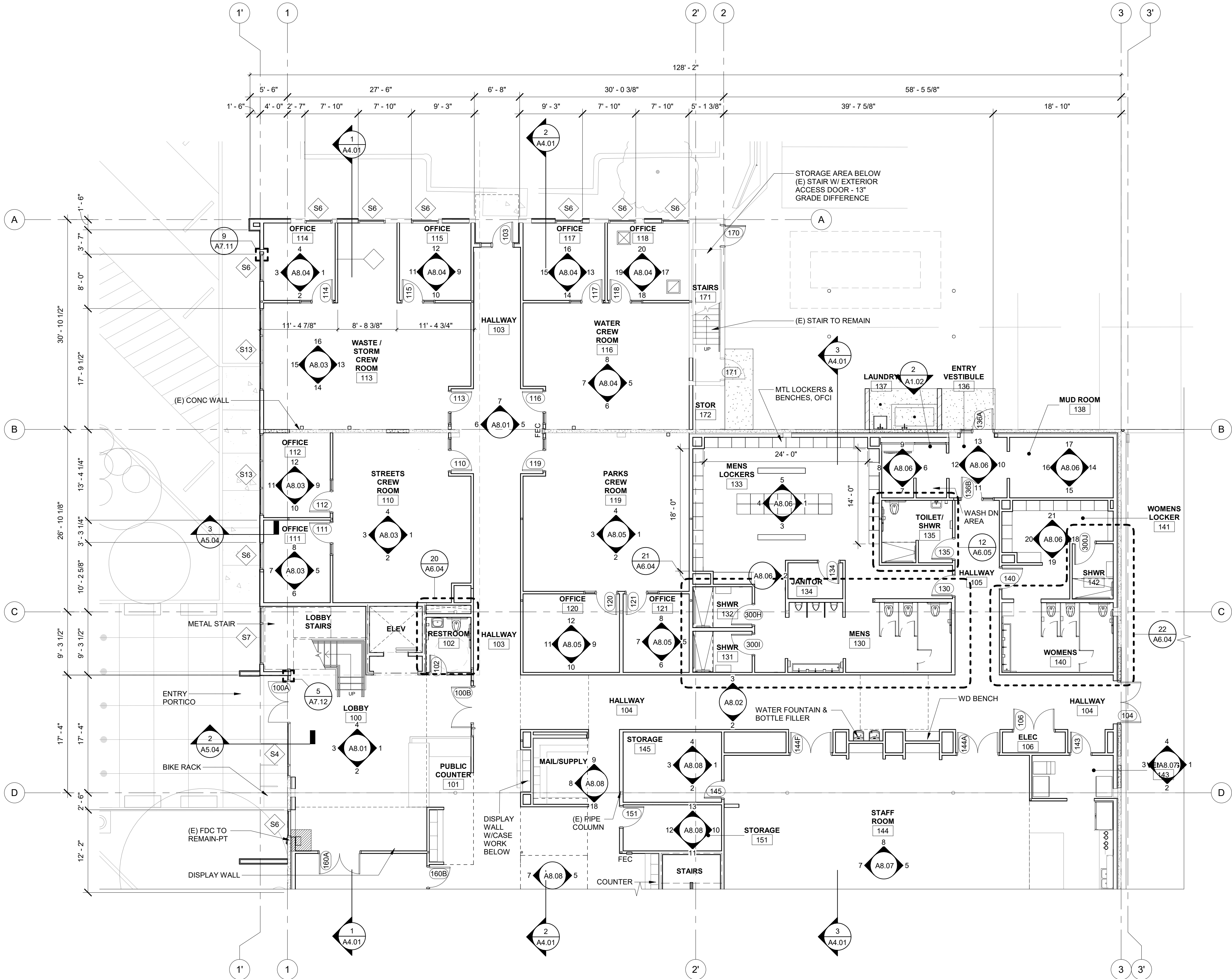
FLOOR PLAN - LEVEL
2 SOUTH

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1 FLOOR PLAN-LEVEL 1 SOUTHWEST
1/8" = 1'-0"

GENERAL SHEET NOTES

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LEGEND

- 1 HOUR RATED ASSEMBLY
- EXISTING WALLS
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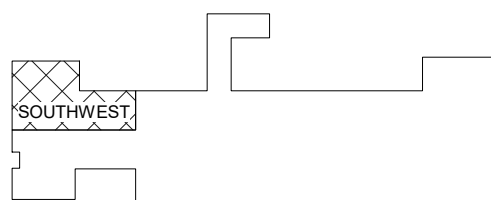
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ENLARGED PLANS

Sheet No:

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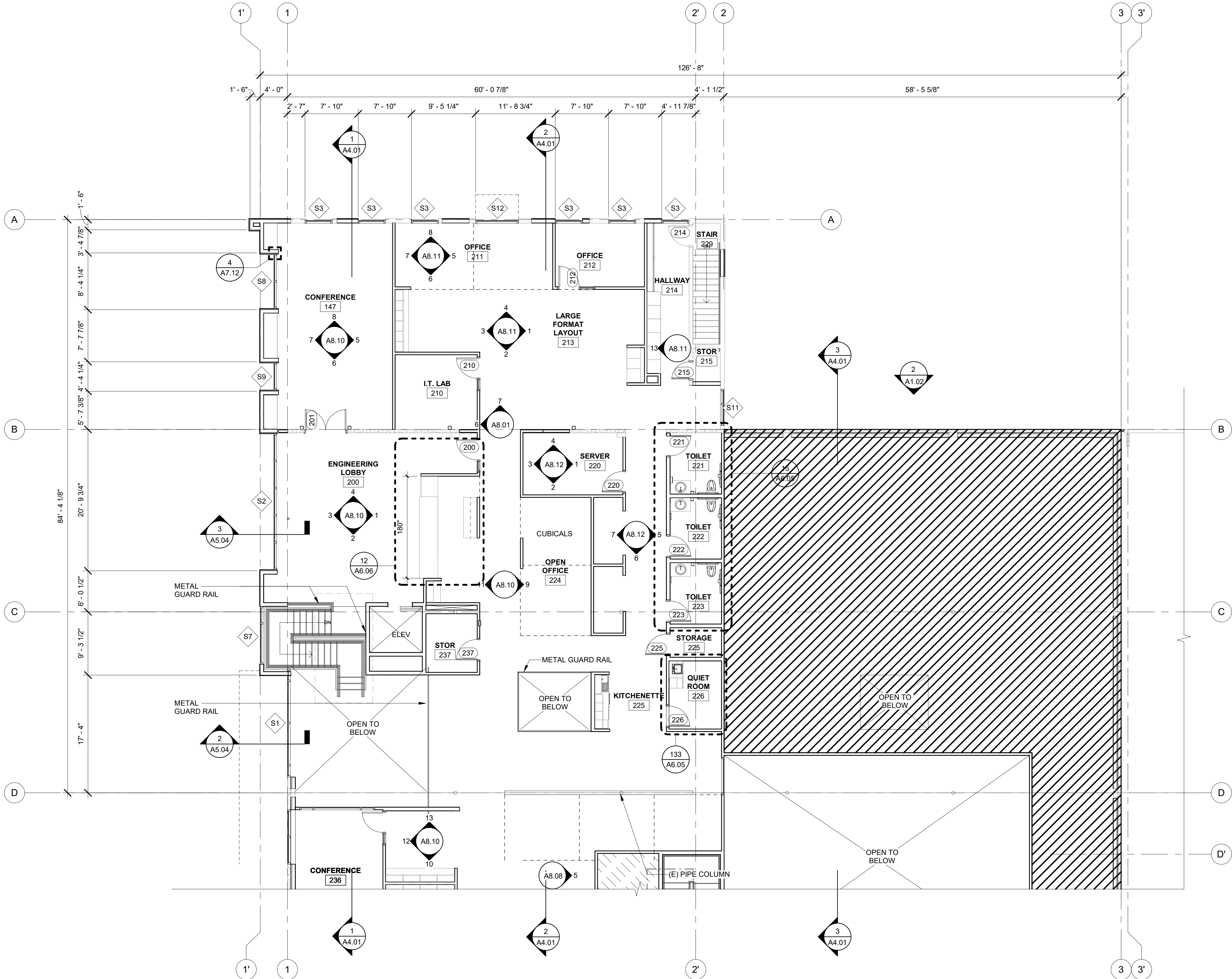


KEY PLAN

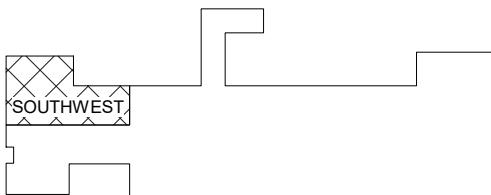


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1 FLOOR PLAN-LEVEL 2 SOUTHWEST
1/8" = 1'-0"



KEY PLAN

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LEGEND

- 1 HOUR RATED ASSEMBLY
- EXISTING WALLS
- NEW WALLS

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ENLARGED PLANS

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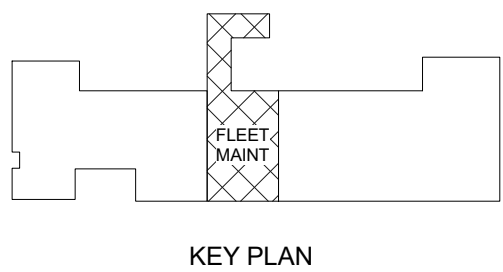
KEY PLAN



KEY PLAN

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OREGON CITY PUBLIC WORKS

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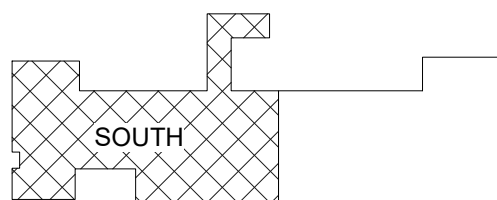
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ROOF PLAN-SOUTH

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KEY PLAN

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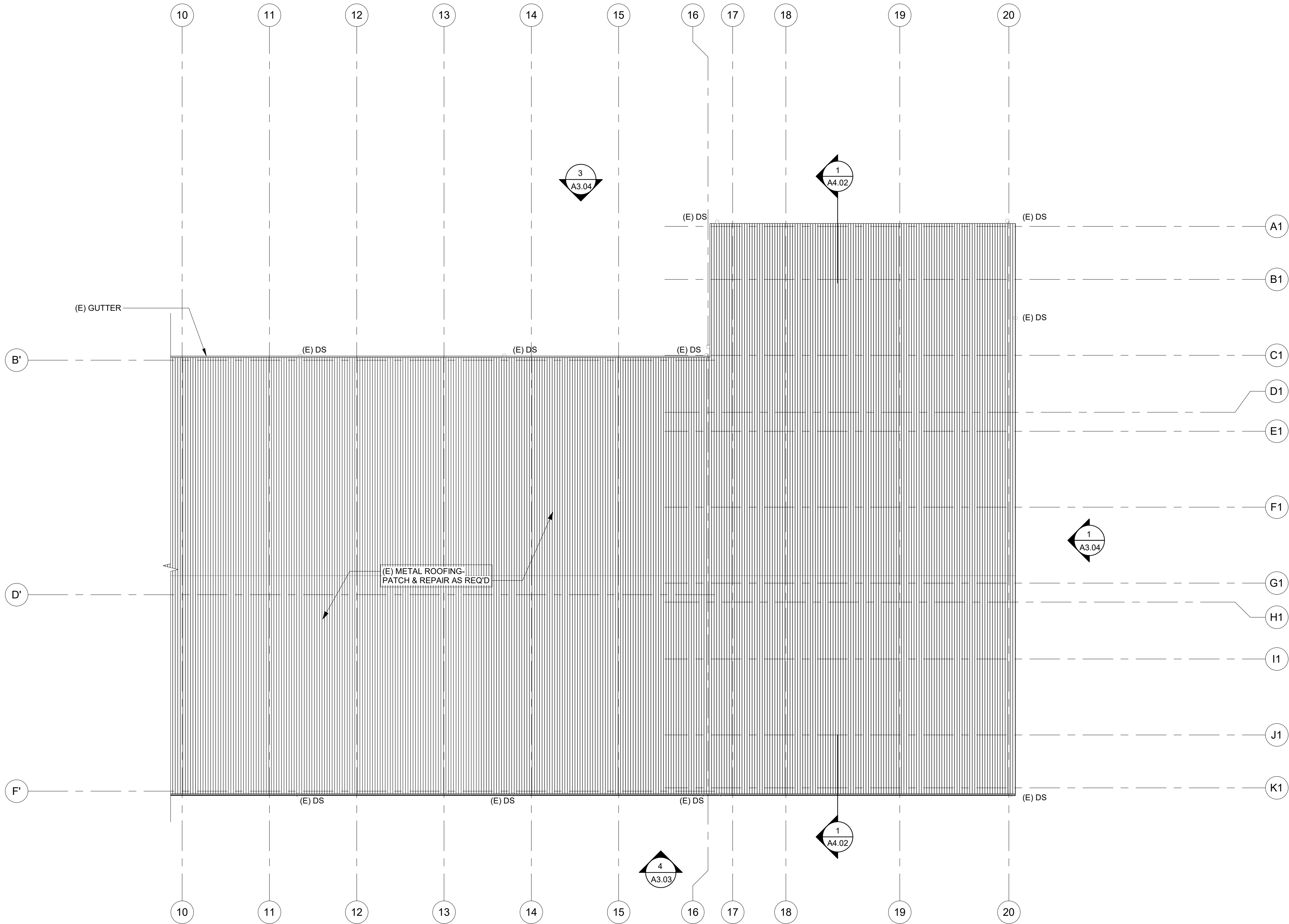
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ROOF PLAN-NORTH

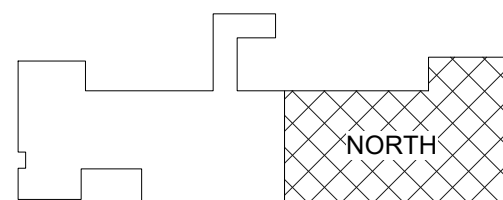
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1 ROOF PLAN-NORTH
1/16" = 1'-0"

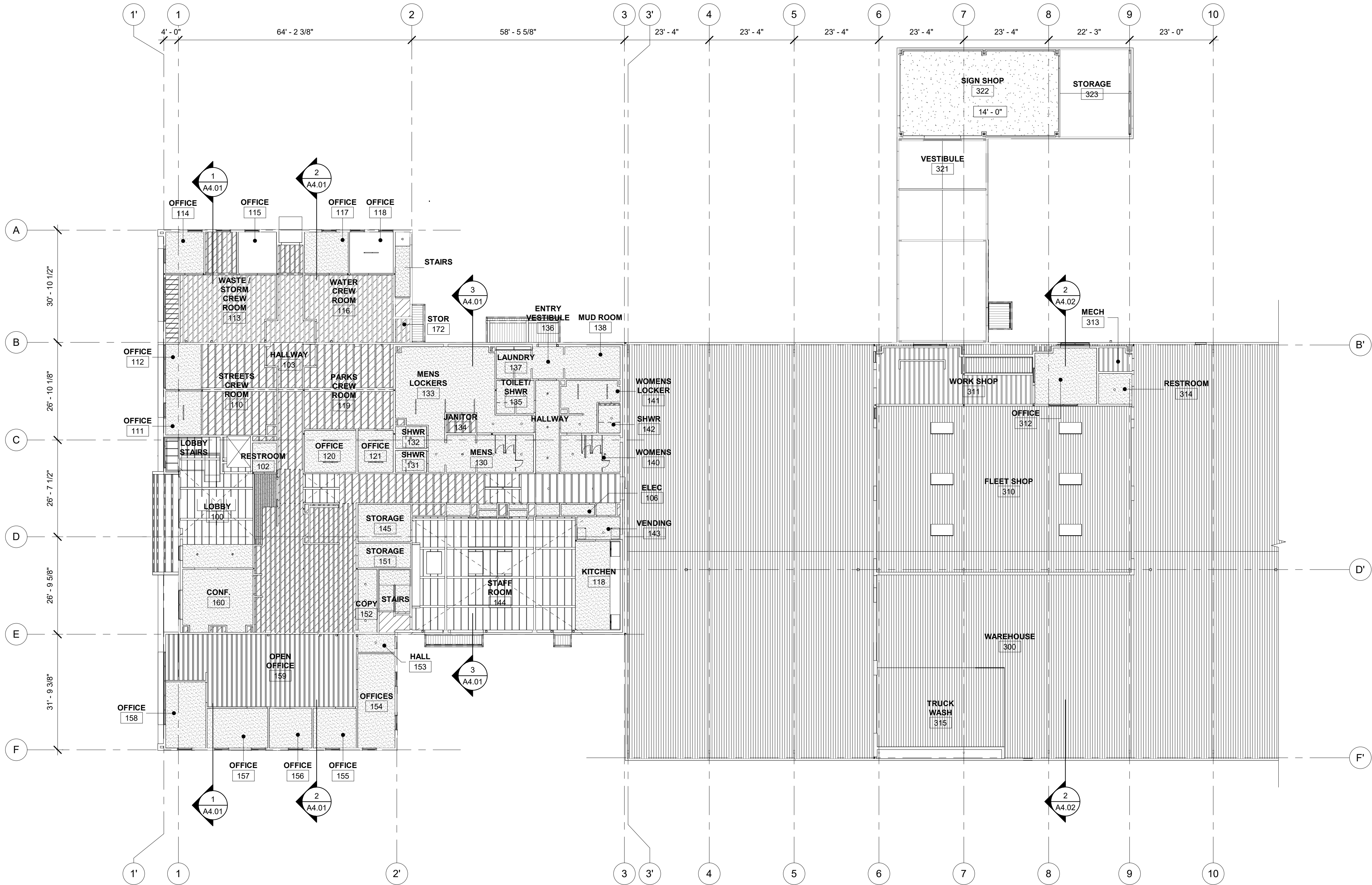


KEY PLAN

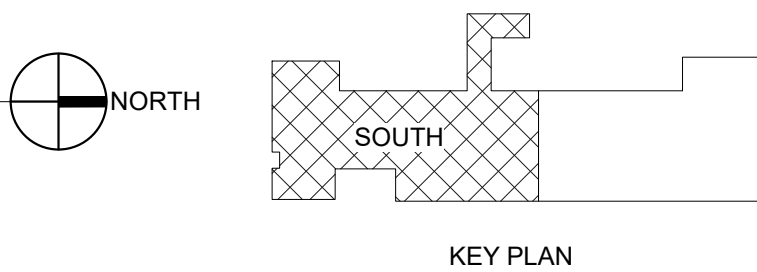
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1 FIRST FLOOR REFLECTED CEILING PLAN
1/16" = 1'-0"



GENERAL SHEET NOTES

- ALL CEILING HEIGHTS ARE FROM FINISH FLOOR ELEVATION.
- CEILING MOUNTED DEVICES TO BE CENTERED IN CEILING AND ALIGNED WITH OTHER DEVICES.
- FIRE SPRINKLER HEADS AND CEILING MOUNTED DEVICES ARE SHOWN FOR ARCHITECTURAL INTENT ONLY IN SELECTED ROOMS. DEVICES NOT SHOWN SHALL NOT BE INTERPRETED AS NOT REQUIRED. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO SATISFY THE REQUIREMENTS OF THE LOCAL JURISDICTION FOR QUANTITY AND LOCATION OF DEVICES THROUGHOUT THE PROJECT. OBTAIN APPROVAL OF THE LAYOUT FROM THE ARCHITECT PRIOR TO INSTALLATION OF ALL SYSTEMS AND DEVICES.
- VERIFY ALL SPRINKLER HEAD LOCATIONS WITH FIRE PROTECTION DRAWINGS.
- CENTER LIGHTS IN ROOMS OR SPACES UNLESS DIMENSIONED OTHERWISE.
- SEE MECHANICAL DRAWINGS FOR DIFFUSER TYPES. CENTER MECH. DIFFUSERS, GRILLES AND ACCESS PANELS IN ROOM OR SPACE. ALIGN WITH LIGHT FIXTURES WHERE APPLICABLE.
- SEE MECHANICAL AND PLUMBING FOR REQUIRED ACCESS PANEL LOCATIONS. PAINT MATCH ADJACENT CEILING COLOR.
- PROVIDE NEW COVERS AT ALL SPRINKLER HEADS INSTALLED IN GYP CEILINGS. PAINT TO MATCH SURFACE WHERE THEY ARE INSTALLED.
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- CONFIRM EXISTING SPRINKLER HEADS AND PROVIDE INSPECTION REPORT DETAILS.
- COORDINATE LIGHTING FIXTURES WITH ELECTRICAL DRAWINGS.

LEGEND

- GYPSUM BOARD
PNT P-X UNLESS NOTED OTHERWISE
- NO CEILING-EXPOSED FRAMING
- LINEAR PENDANT LIGHT
- LINEAR SURFACE MOUNTED LIGHT
- RECESSED CAN LIGHT
- SPECIALTY PENDANT LIGHT
- AIR SUPPLY DIFFUSER
- AIR RETURN REGISTER

KEYNOTES 07-02

S|E A
SCOTT|EDWARDS ARCHITECTURE LLP.
2525 E Burnside Street, Portland, OR 97214
phone: (503) 226-3617 www.seallp.com

NOT FOR
CONSTRUCTION

OREGON CITY PUBLIC WORKS

Job Number: 19112

13895 FIR STREET
OREGON CITY, OR 97045

PERMIT SET JUL 10, 2020

ISSUE DATE

Drawing:

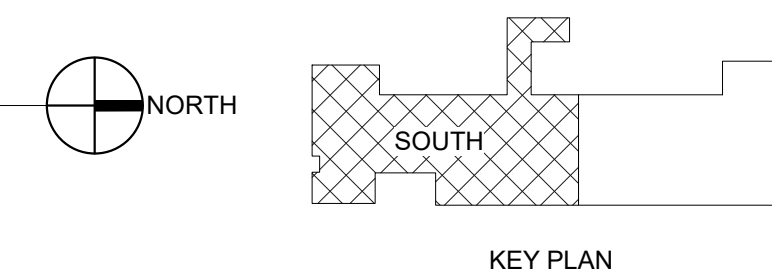
**REFLECTED CEILING
PLAN- LEVEL 1
SOUTH**

Sheet No:

A2.31A

NOT FOR
CONSTRUCTION

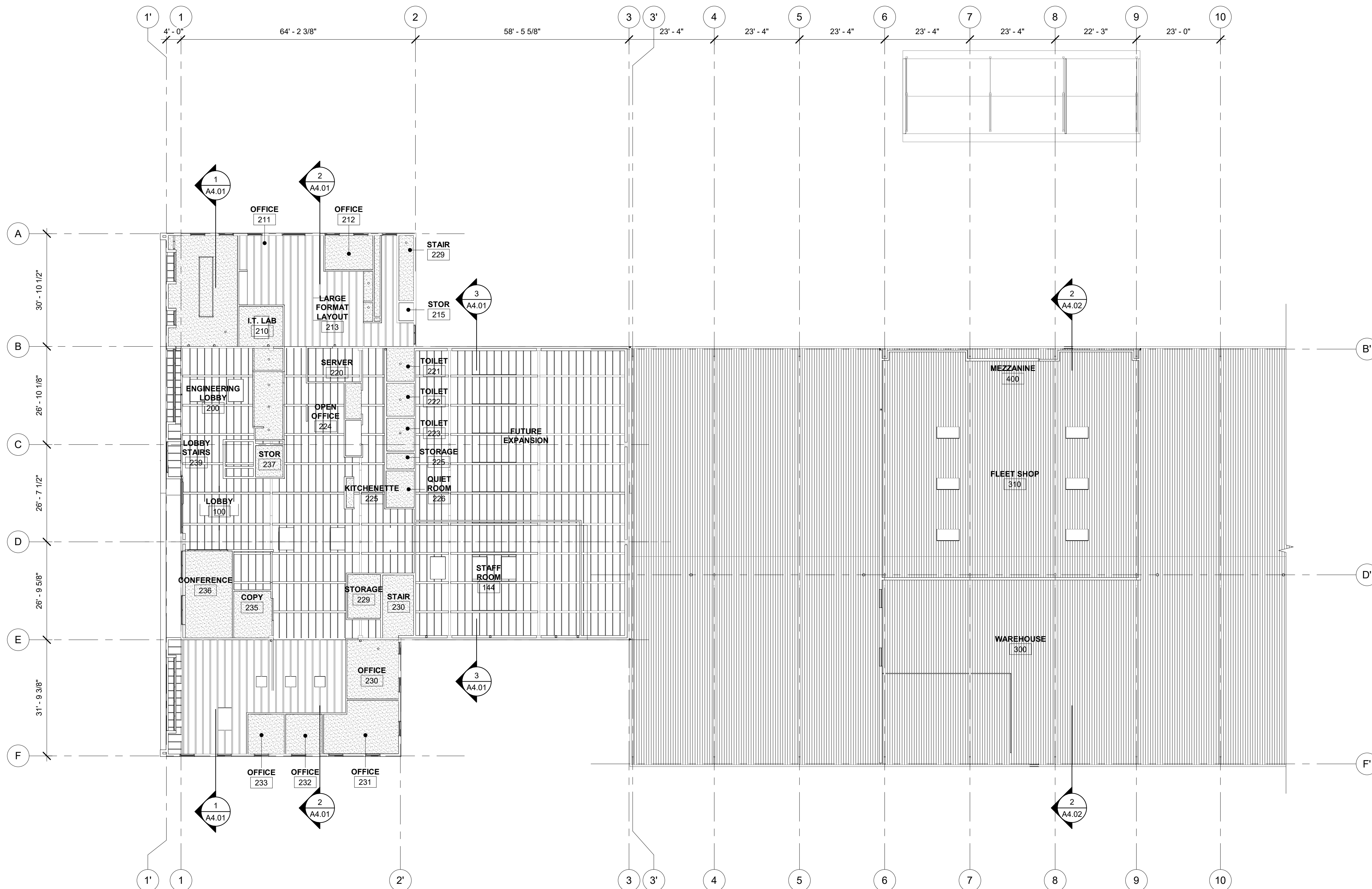
Job Number: 19112
13895 FIR STREET
OREGON CITY, OR 97045



KEY PLAN

FILE PATH: C:\Revit_Local\OC - Public Works Facility_msaldivaraguirre.rvt

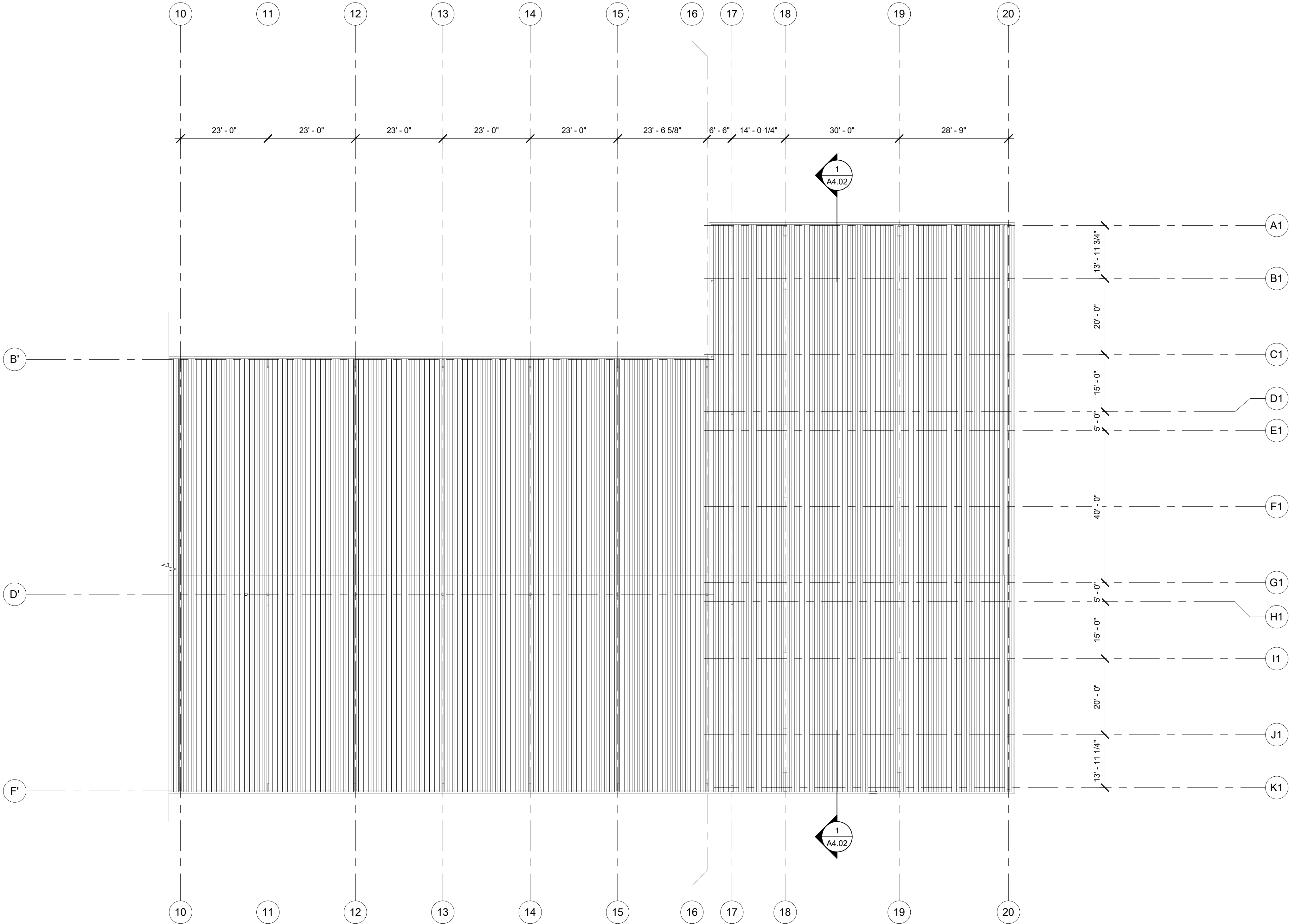
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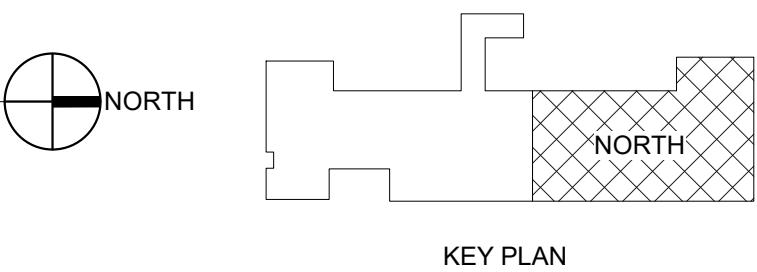
1 SECOND FLOOR REFLECTED CEILING PLAN
1/16" = 1'-0"

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1 SECOND FLOOR REFLECTED CEILING PLAN
1/16" = 1'-0"



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LEGEND

- GYPSUM BOARD
PNT P-X UNLESS NOTED OTHERWISE
- NO CEILING-EXPOSED FRAMING
- LINEAR PENDANT LIGHT
- LINEAR SURFACE MOUNTED LIGHT
- RECESSED CAN LIGHT
- SPECIALTY PENDANT LIGHT
- AIR SUPPLY DIFFUSER
- AIR RETURN REGISTER

KEYNOTES 07-02

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**OREGON CITY
PUBLIC WORKS**

Job Number: 19112
13895 FIR STREET
OREGON CITY, OR 97045

PERMIT SET JUL 10, 2020
ISSUE DATE
Drawing:
**REFLECTED CEILING
PLAN LEVEL 2
NORTH**

Sheet No:

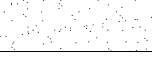
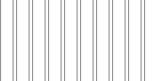
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**OREGON CITY
PUBLIC WORKS**

Job Number: 19112

13895 FIR STREET
OREGON CITY, OR 97045

LEGEND

- | | |
|---|--|
|  | GYPSUM BOARD
PNT P-X UNLESS NOTED OTHERWISE |
|  | NO CEILING-EXPOSED FRAMING |
|  | LINEAR PENDANT LIGHT |
|  | LINEAR SURFACE MOUNTED LIGHT |
|  | RECESSED CAN LIGHT |
|  | SPECIALTY PENDANT LIGHT |
|  | AIR SUPPLY DIFFUSER |
|  | AIR RETURN REGISTER |

KEYNOTES 07-02

Sheet No:

Page 401

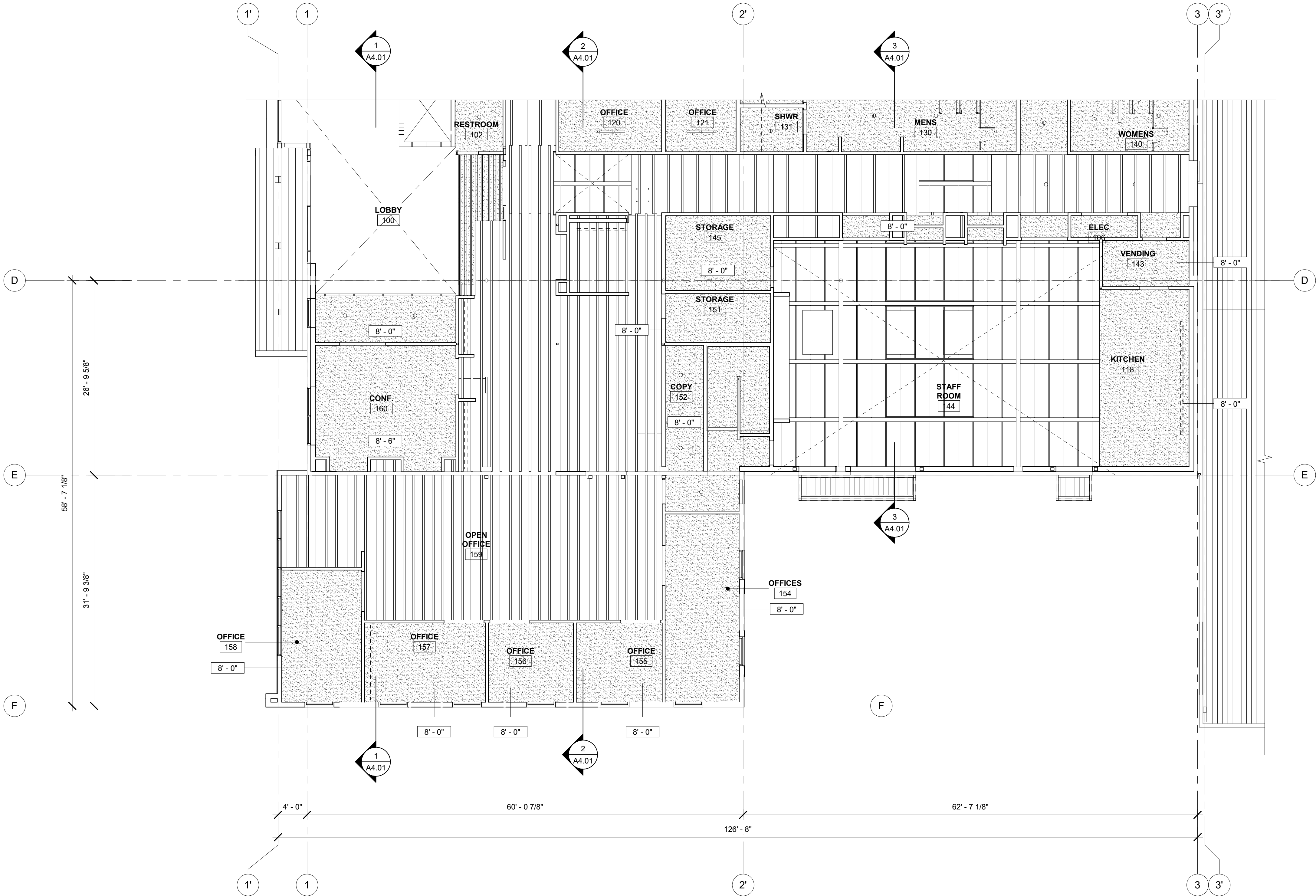
KEY PLAN

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1 REFLECTED CEILING PLAN-LEVEL 1 EAST
1/8" = 1'-0"

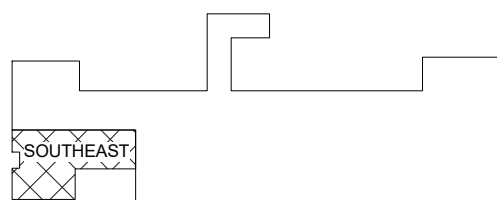
GENERAL SHEET NOTES

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LEGEND

- GYPSUM BOARD
PNT P-X UNLESS NOTED OTHERWISE
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- LINEAR PENDANT LIGHT
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- RECESSED CAN LIGHT
- SPECIALTY PENDANT LIGHT
- AIR SUPPLY DIFFUSER
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KEYNOTES 07-02



KEY PLAN

Item 7b.

S|E A

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NOT FOR
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Job Number: 19112

13895 FIR STREET
OREGON CITY, OR 97045

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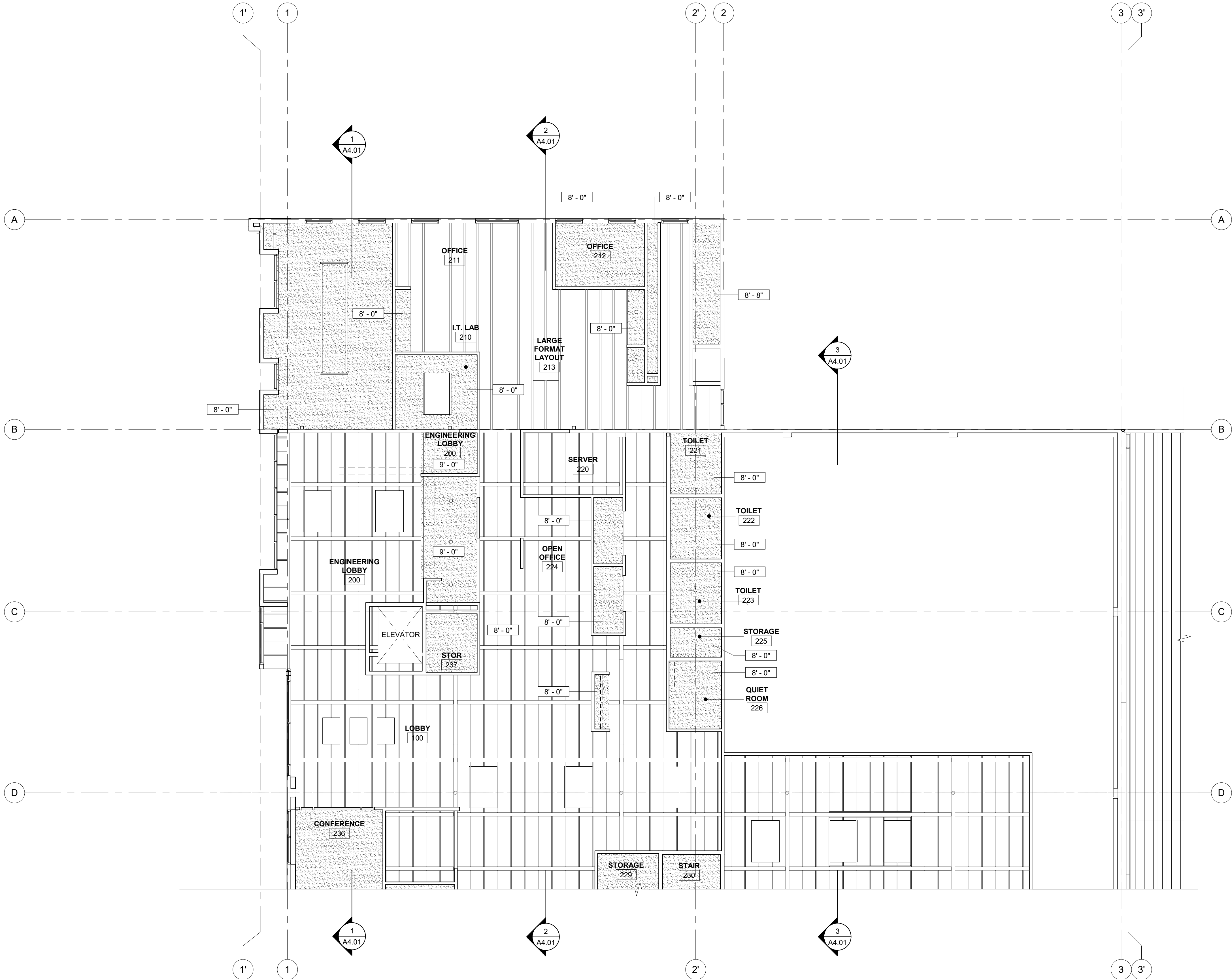
**ENLARGED
REFLECTED CEILING
PLAN**

Sheet No:

A2.34

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1 REFLECTED CEILING PLAN-LEVEL 2 WEST
1/8" = 1'-0"

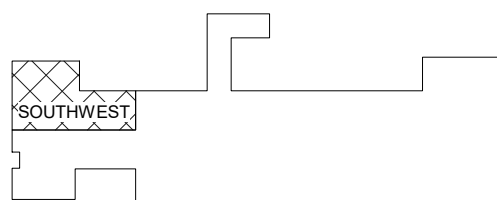
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LEGEND

- GYPSUM BOARD
PNT P-X UNLESS NOTED OTHERWISE
- NO CEILING-EXPOSED FRAMING
- LINEAR PENDANT LIGHT
- LINEAR SURFACE MOUNTED LIGHT
- RECESSED CAN LIGHT
- SPECIALTY PENDANT LIGHT
- AIR SUPPLY DIFFUSER
- AIR RETURN REGISTER

KEYNOTES 07-02



KEY PLAN

Item 7b.
S|E A
SCOTT|EDWARDS ARCHITECTURE LLP.
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NOT FOR
CONSTRUCTION

OREGON CITY
PUBLIC WORKS

Job Number: 19112
13895 FIR STREET
OREGON CITY, OR 97045

PERMIT SET JUL 10, 2020
ISSUE DATE
Drawing:
**ENLARGED
REFLECTED CEILING
PLAN**

Sheet No:

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1 REFLECTED CEILING PLAN-LEVEL 2 EAST
1/8" = 1'-0"

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LEGEND

- GYPSUM BOARD
PNT P-X UNLESS NOTED OTHERWISE
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KEYNOTES 07-02

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OREGON CITY, OR 97045

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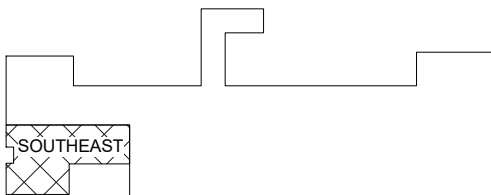
ISSUE DATE

Drawing:

**ENLARGED
REFLECTED CEILING
PLAN**

Sheet No:

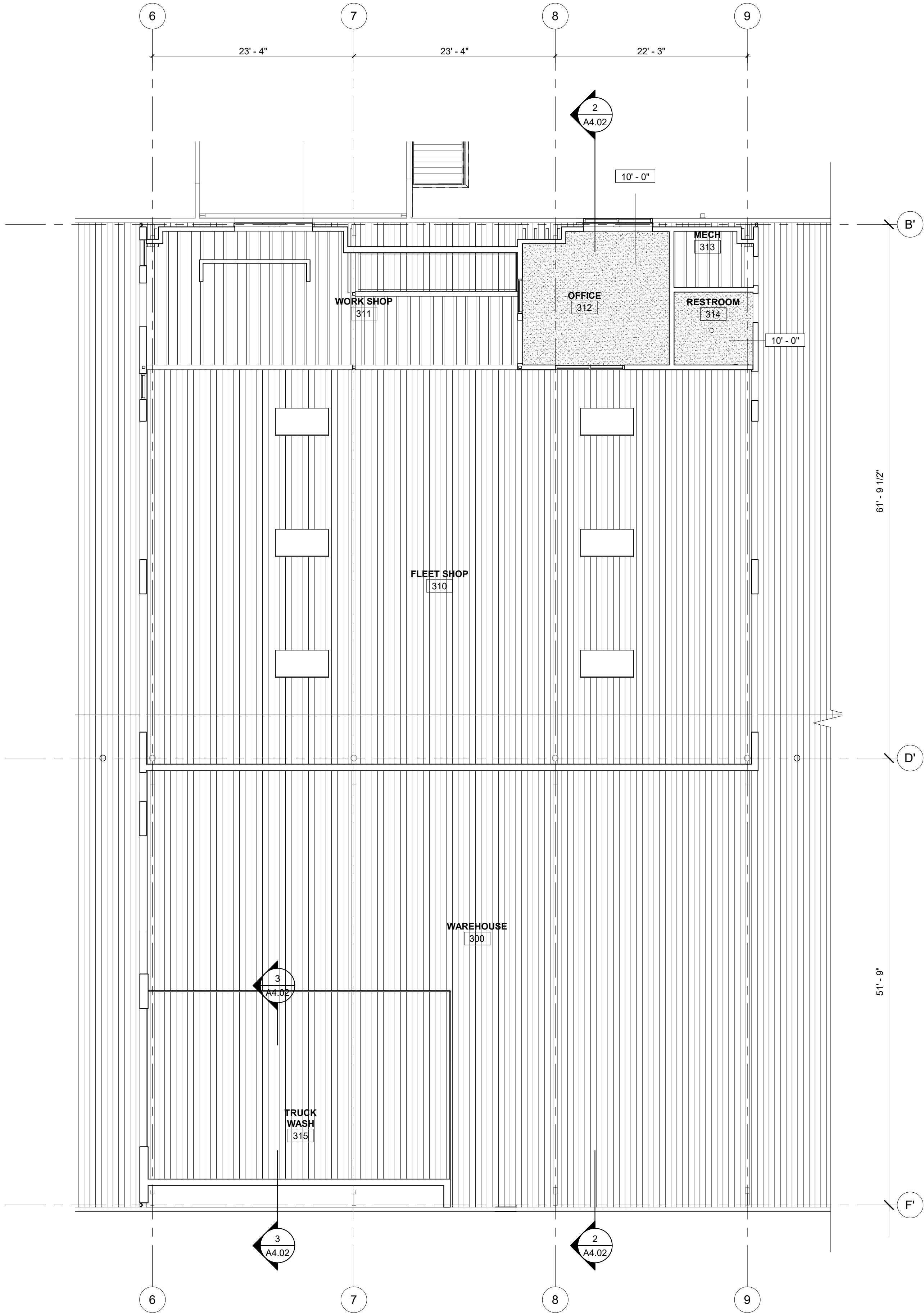
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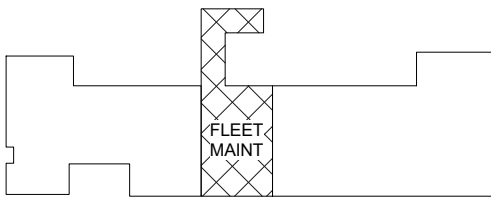
KEY PLAN

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1/8" = 1'-0"



KEY PLAN

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LEGEND

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KEYNOTES 07-02

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OREGON CITY, OR 97045

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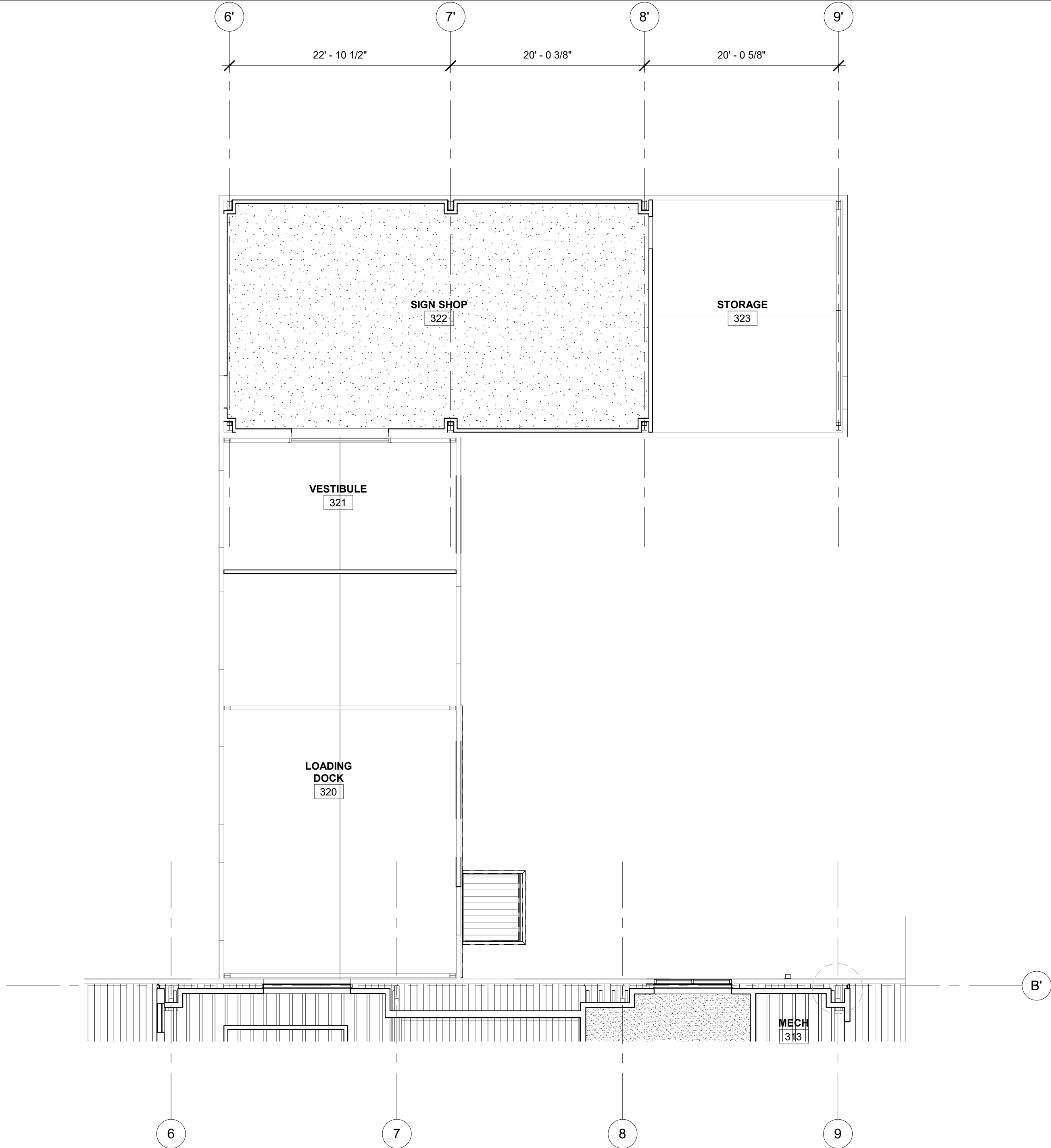
ENLARGED
REFLECTED CEILING
PLAN

Sheet No:

A2.37

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1/8" = 1'-0"



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LEGEND

GYPSUM BOARD
PNT P-X UNLESS NOTED OTHERWISE

NO CEILING-EXPOSED FRAMING

LINEAR PENDANT LIGHT

LINEAR SURFACE MOUNTED LIGHT

RECESSED CAN LIGHT

SPECIALTY PENDANT LIGHT

AIR SUPPLY DIFFUSER

AIR RETURN REGISTER

KEYNOTES 07-02

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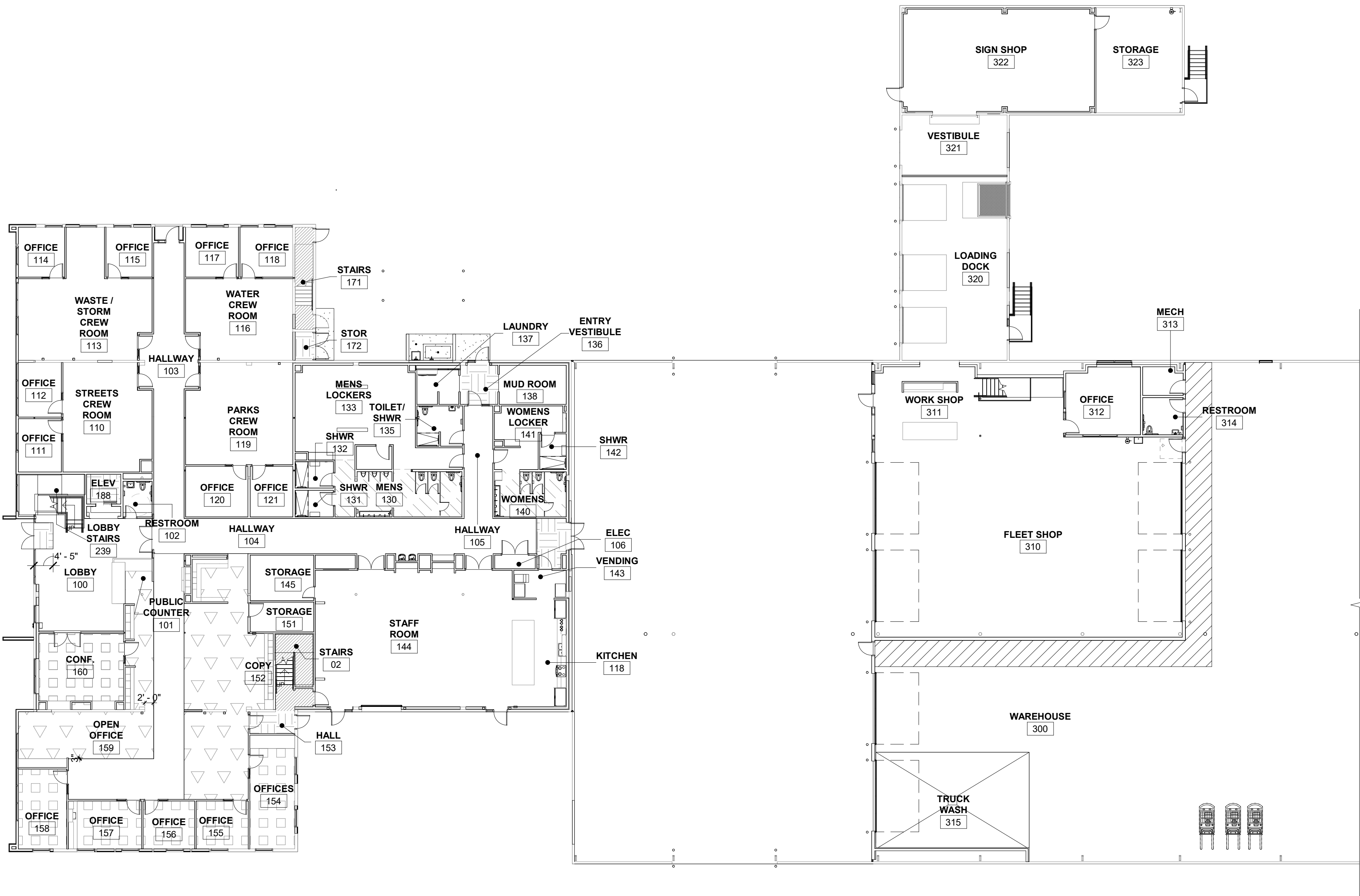
Drawing:

ENLARGED
REFLECTED CEILING
PLAN

Sheet No:

A2.38

Page 406



FLOOR FINISH KEY

- CONC - 1
- CPT - 2
- CPT - 3
- CPT - 5
- CPT - 6
- RSF - 2
- RSF - 4

NOTES

- A. REFERENCE DETAIL SHEETS IN A9.XX FOR TRANSITION DETAILS
- B. VERIFY DIRECTION OF FLOOR FINISHES WITH ARCHITECT BEFORE INSTALL

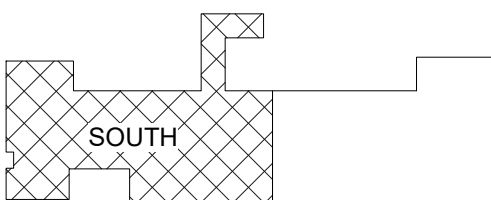
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OREGON CITY, OR 97045

1 FINISH FLOOR PLAN - LEVEL 01

1/16" = 1'-0"



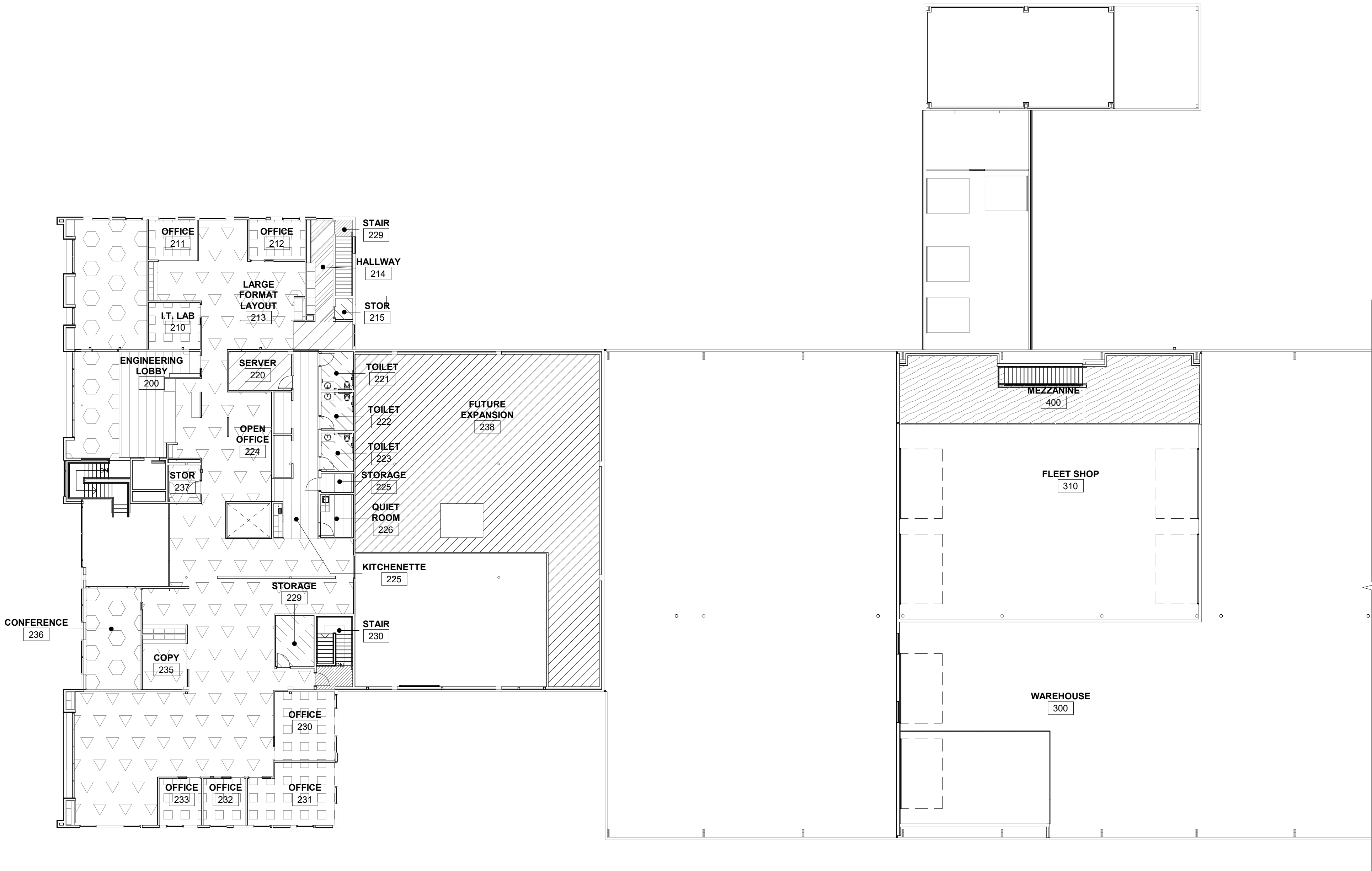
KEY PLAN

Sheet No:

A2.51

FILE PATH: C:\Revit_Local\OC - Public Works Facility_mnsaldivaraguire.rvt

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FLOOR FINISH KEY

- CONC - 1
- CPT - 1
- CPT - 2
- CPT - 3
- LVT - 1
- RSF - 1
- RSF - 3
- RSF - 4
- WD - 2

NOTES

- A. REFERENCE DETAIL SHEETS IN A9.11 FOR TRANSITION DETAILS
- B. VERIFY DIRECTION OF FLOOR FINISHES WITH ARCHITECT BEFORE INSTALL
- C. ALL PAINT TO BE P-1 UNO
- D. SEE ELEVATIONS FOR ADDITIONAL INFORMATION ON PAINT LOCATION

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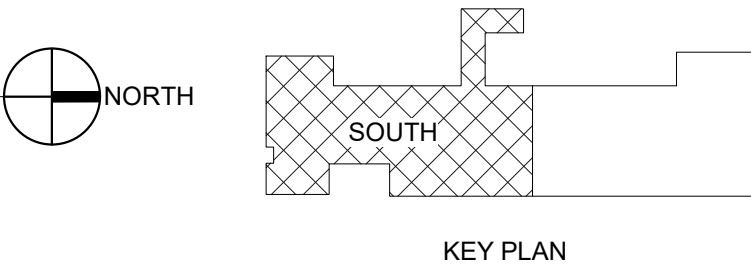
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FINISH FLOOR PLAN -
LEVEL02

Sheet No:

A2.52

1 FINISH FLOOR PLAN - LEVEL 02
1/16" = 1'-0"



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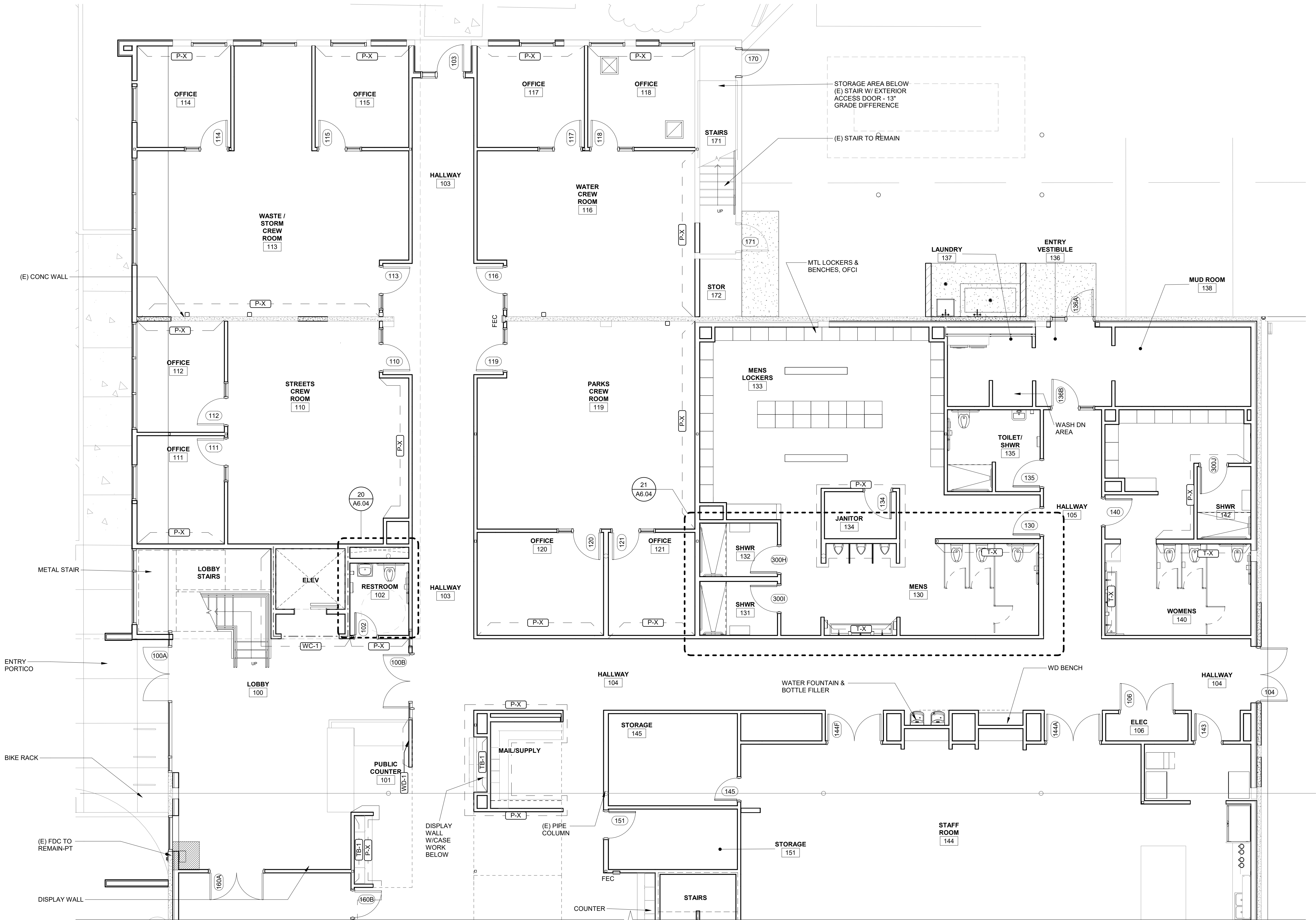
Job Number: 19112
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ISSUE DATE
Drawing:
FINISH WALL PLAN -
LEVEL 1 SOUTHWEST

Sheet No:
A2.53

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1 FLOOR PLAN-LEVEL 1 SOUTHWEST
3/16" = 1'-0"

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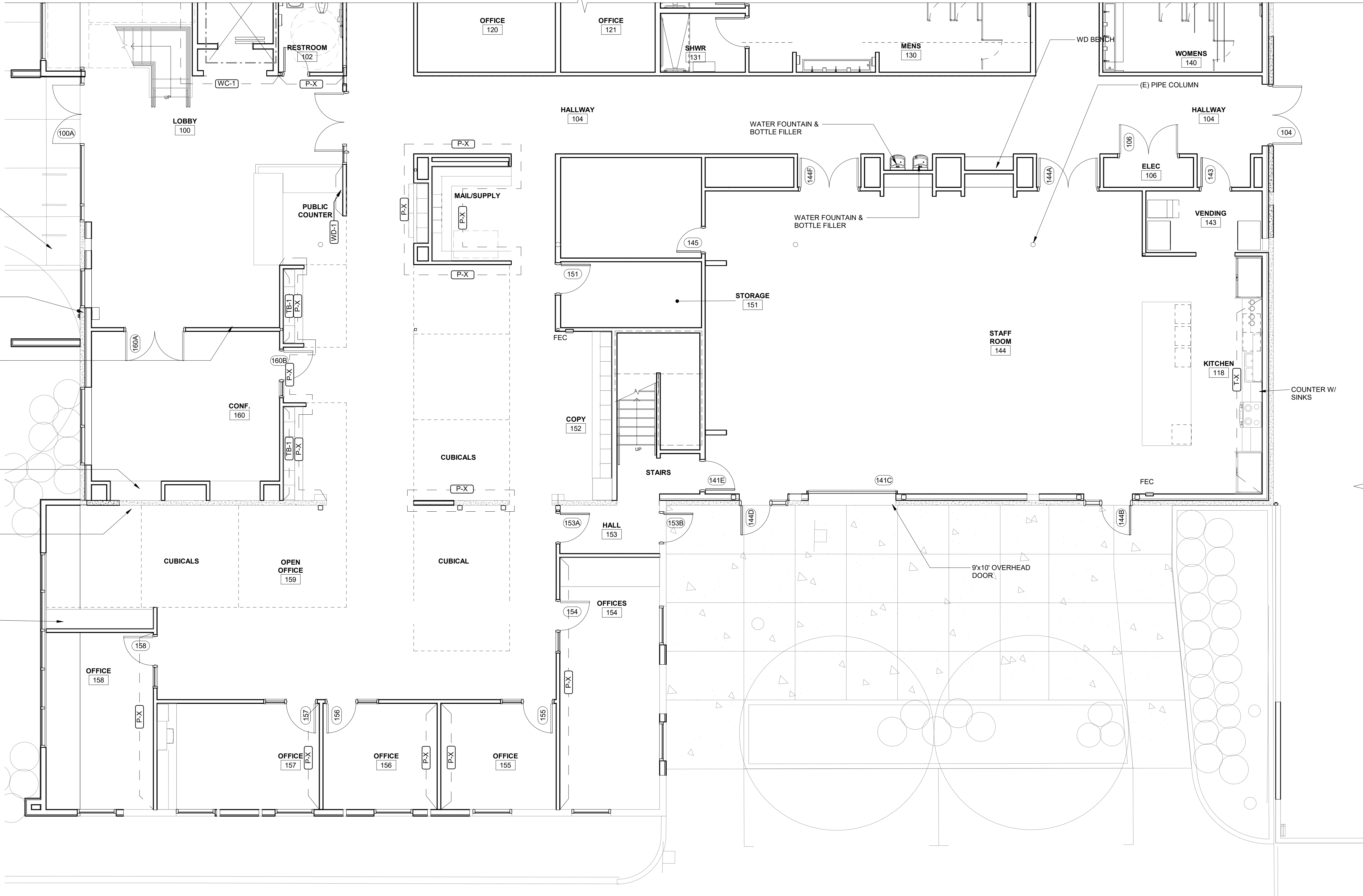
PERMIT SET JUL 10, 2020
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Drawing:
FINISH WALL PLAN -
LEVEL 1 SOUTHEAST

Sheet No:
A2.54

KEY PLAN

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1 FLOOR PLAN-LEVEL 1 SOUTHEAST

3/16" = 1'-0"

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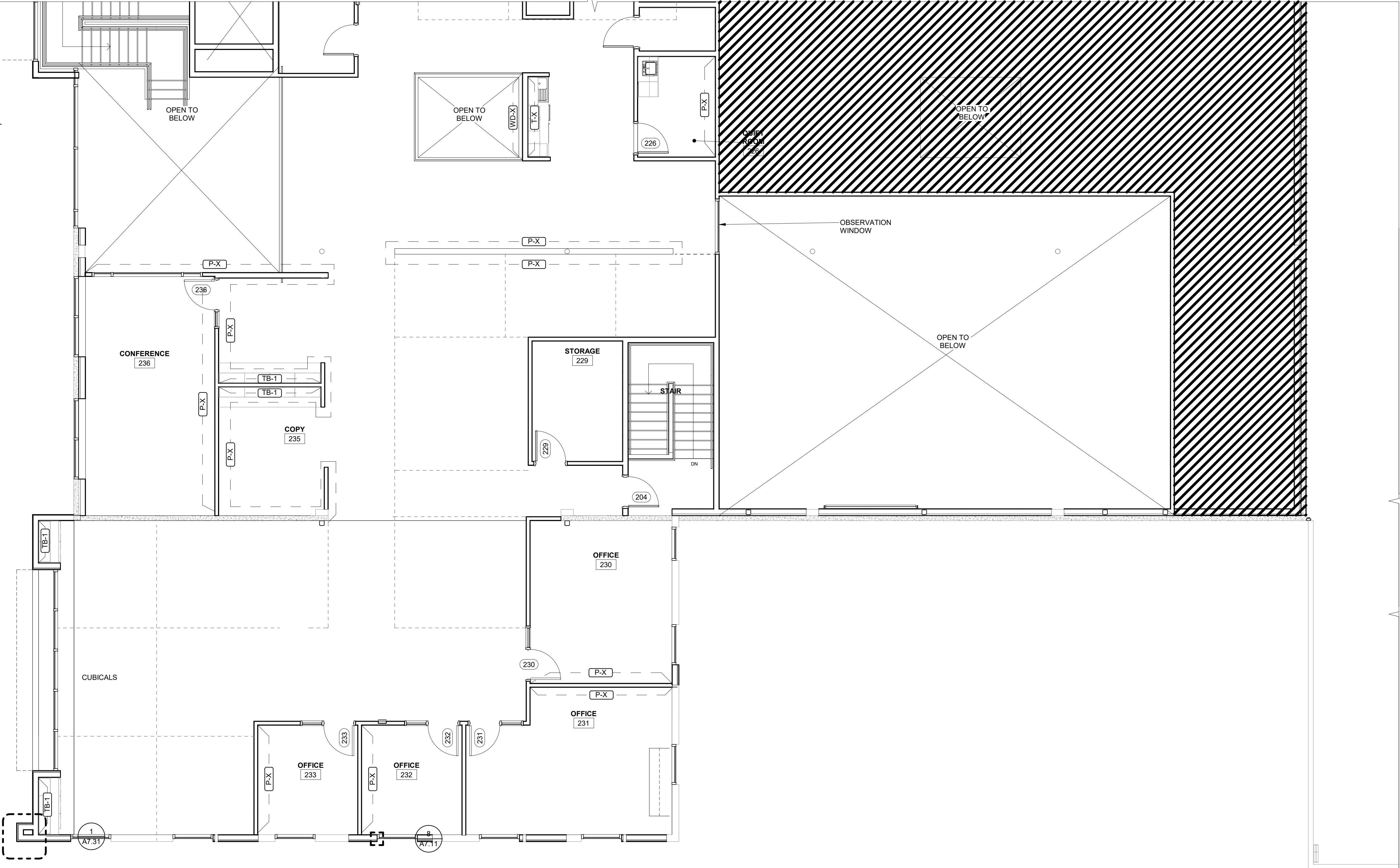
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ISSUE DATE
Drawing:
FINISH WALL PLAN -
LEVEL 2 SOUTHEAST

Sheet No:
A2.55

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1 FLOOR PLAN-LEVEL 2 SOUTHEAST
3/16" = 1'-0"

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Drawing:

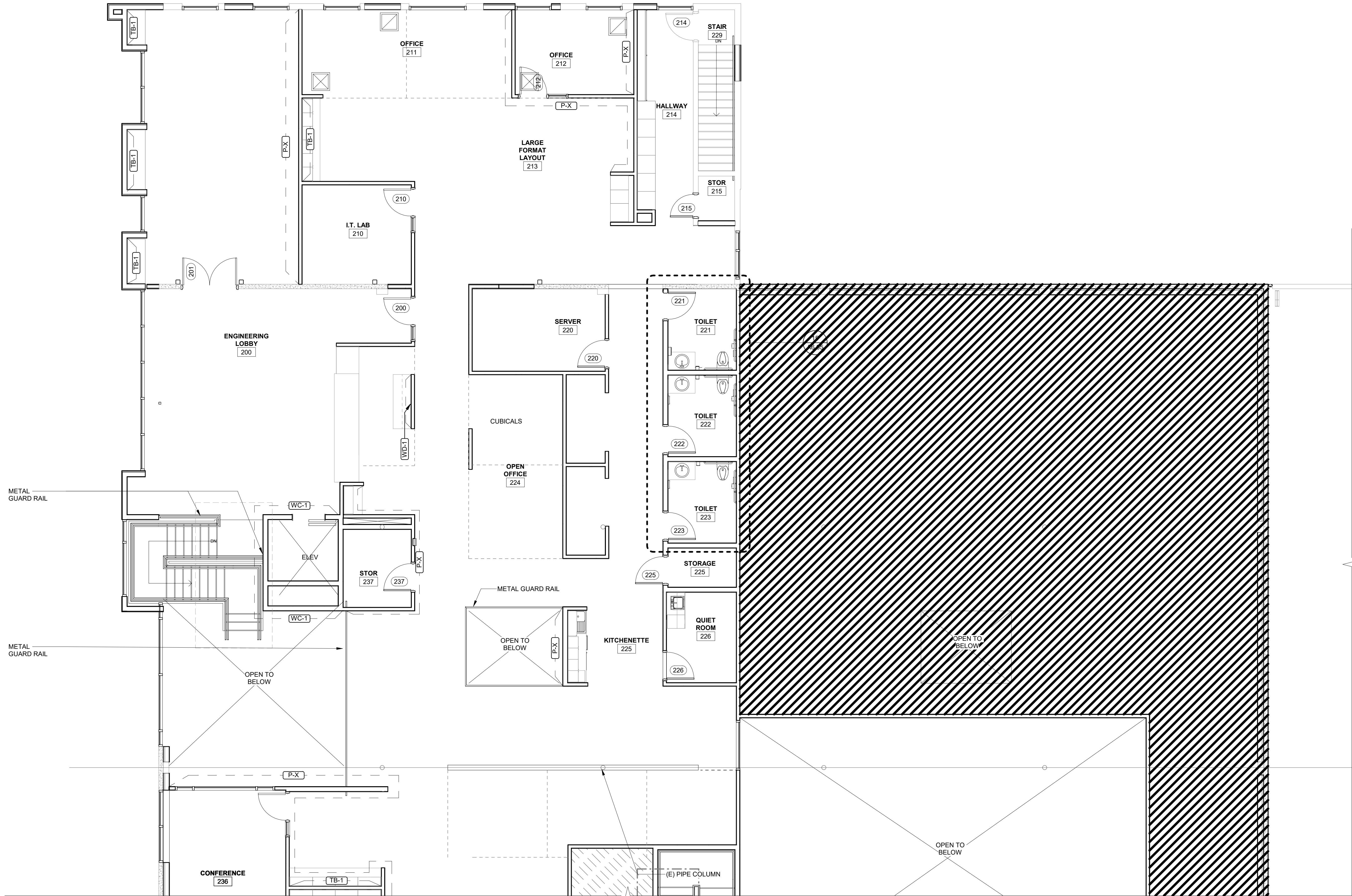
**FINISH WALL PLAN -
LEVEL 2 SOUTHWEST**

Sheet No:

A2.56

FILE PATH: C:\Revit_Local\OC - Public Works Facility_msaldivaraguirre.rvt

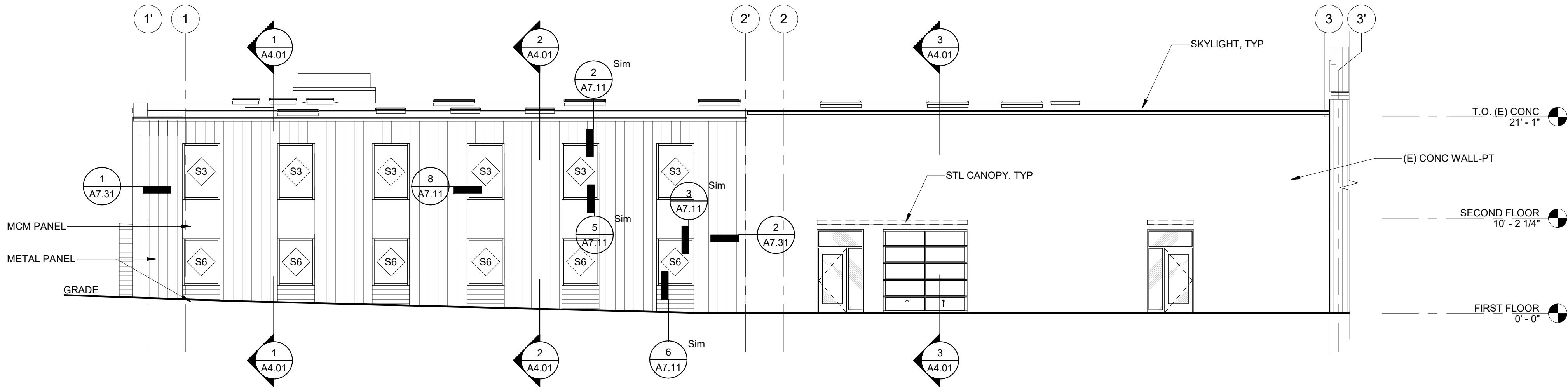
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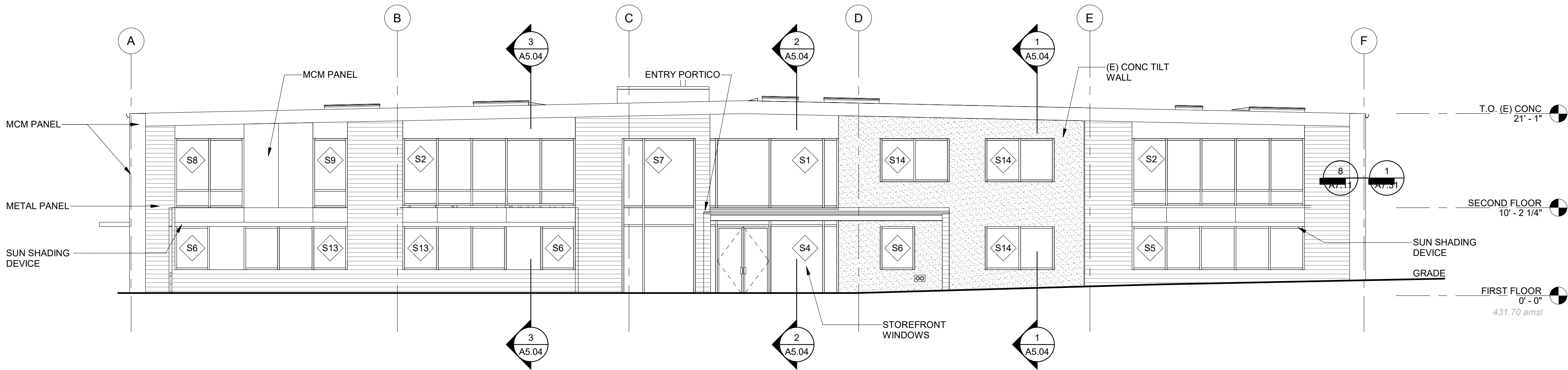
1 FLOOR PLAN-LEVEL 2 SOUTHWEST
3/16" = 1'-0"

FILE PATH: C:\Revit_Local\OC - Public Works Facility_mnsaldivaraguirre.rvt

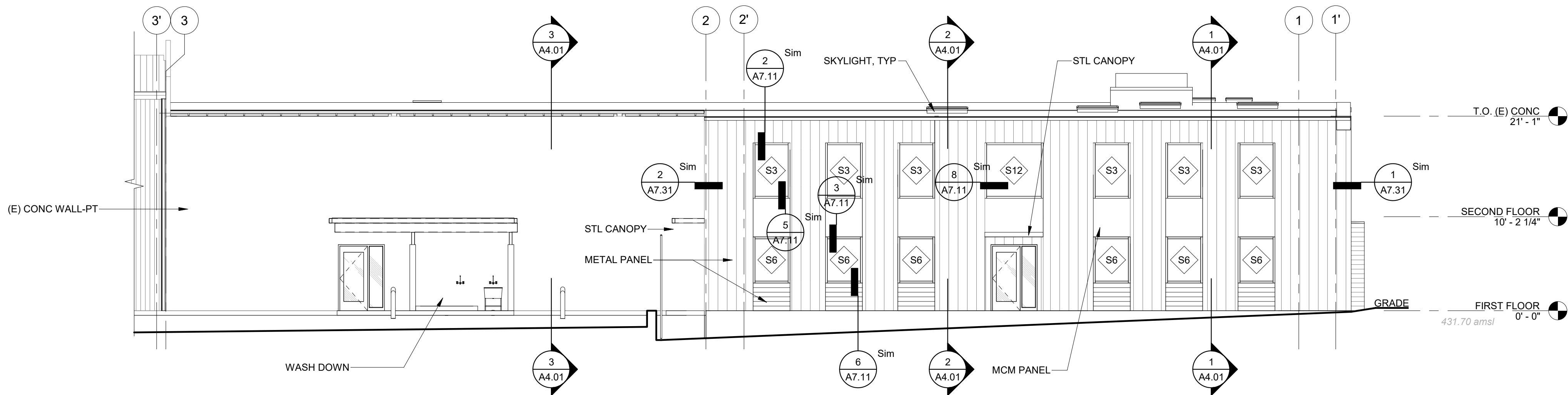
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1 EAST ELEVATION - OFFICE
1/8" = 1'-0"



2 SOUTH ELEVATION - OFFICE
1/8" = 1'-0"



3 WEST ELEVATION - OFFICE
1/8" = 1'-0"

GENERAL SHEET NOTES

A. ALL EXTERIOR CALDDING IS NEW UNLESS NOTED OTHERWISE

LEGEND

	METAL PANEL - PROFILE 1
	METAL PANEL - PROFILE 2
	MCM PANEL - PROFILE 3
	(E) TILT CONCRETE WALL

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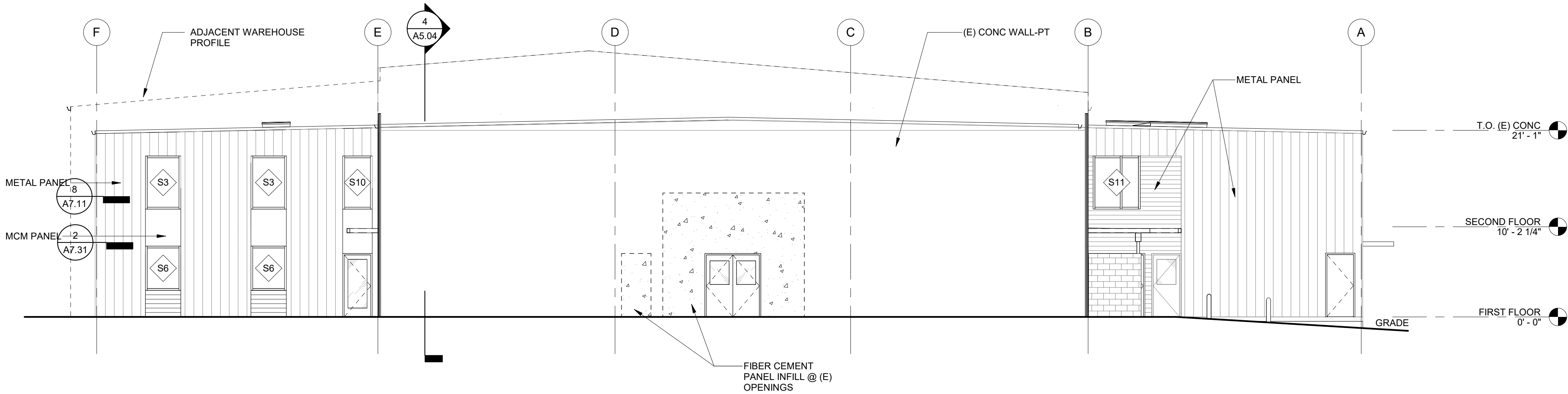
Drawing:

**EXTERIOR
ELEVATIONS**

Sheet No:

A3.01

FILE PATH: C:\Revit_Local\OC - Public Works Facility_mnsaldivaraguire.rvt



GENERAL SHEET NOTES

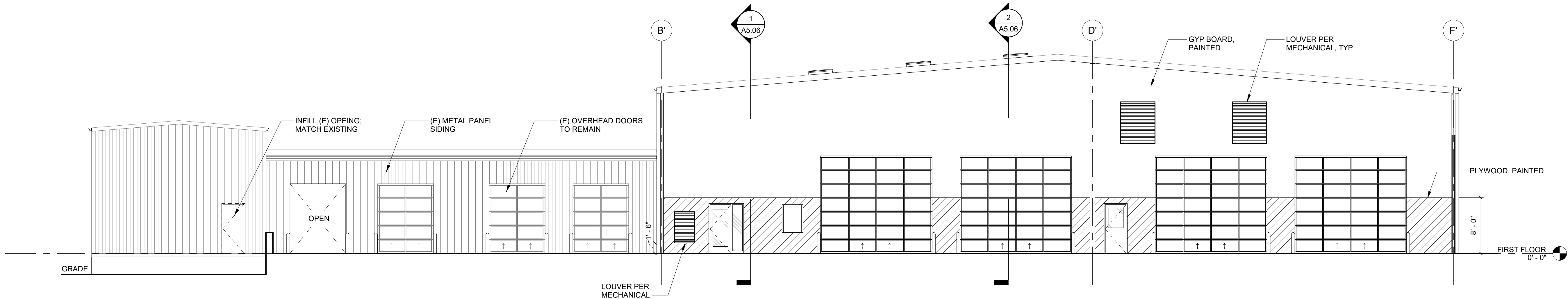
A. ALL EXTERIOR CALDDING IS NEW UNLESS NOTED OTHERWISE

LEGEND

	METAL PANEL - PROFILE 1
	METAL PANEL - PROFILE 2
	MCM PANEL - PROFILE 3
	(E) TILT CONCRETE WALL

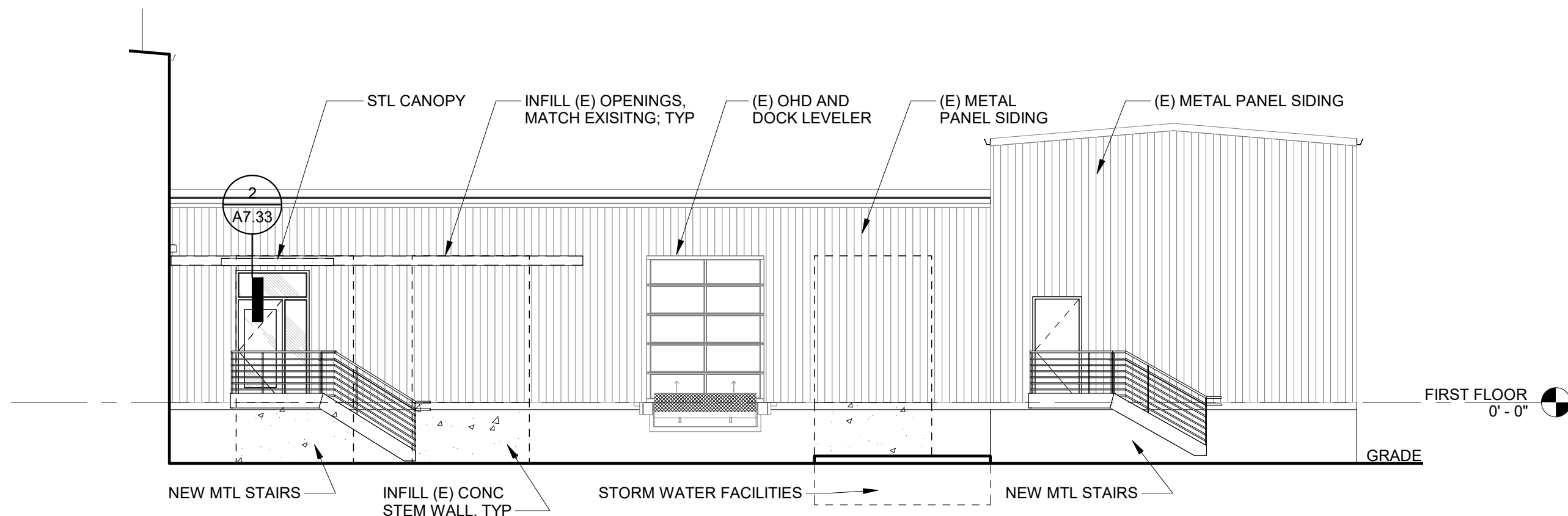
1 NORTH ELEVATION - OFFICE

1/8" = 1'-0"



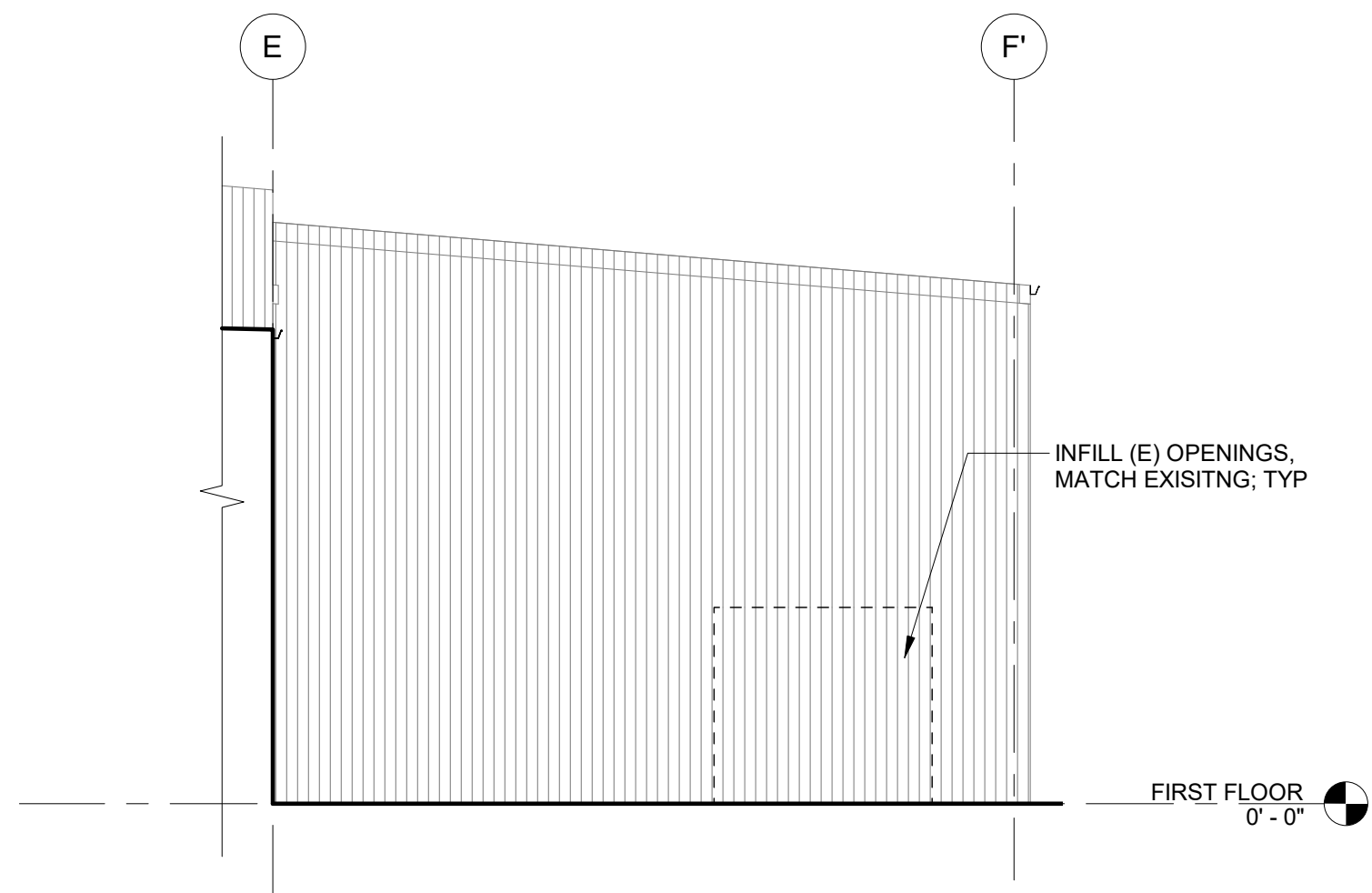
2 LOADING DOCK AND WAREHOUSE SOUTH ELEVATION

1/8" = 1'-0"



3 LOADING DOCK NORTH ELEVATION

1/8" = 1'-0"



4 SOUTH ELEVATION - WAREHOUSE

1/8" = 1'-0"

Item 7b.

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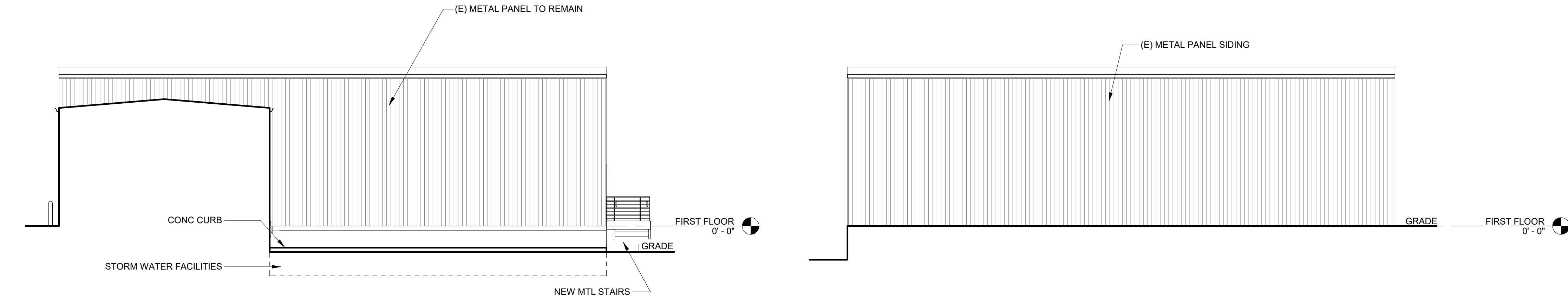
**EXTERIOR
ELEVATIONS**

Sheet No:

A3.02

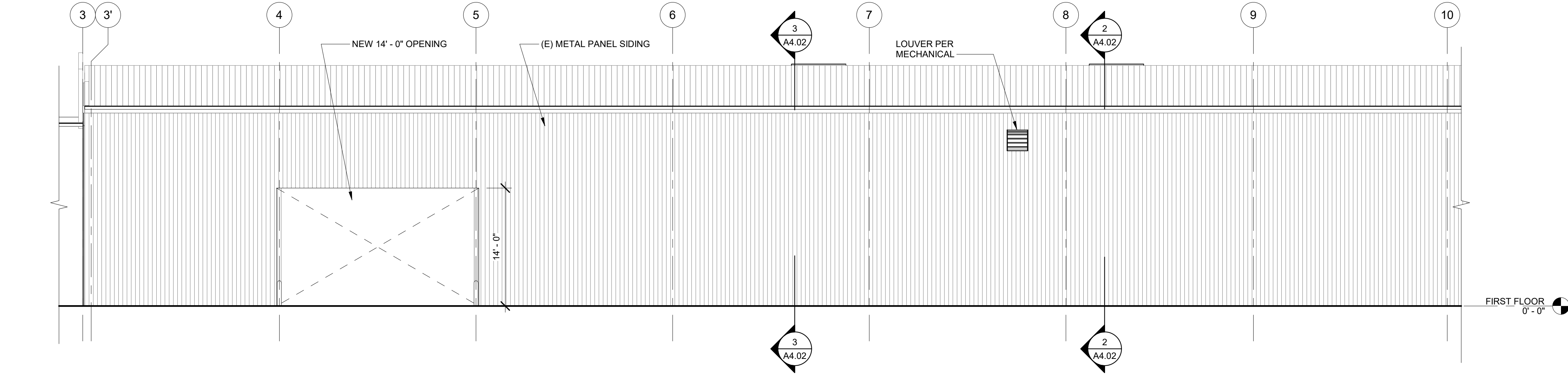
FILE PATH: C:\Revit_Local\OC - Public Works Facility_mnsaldivaraguirre.rvt

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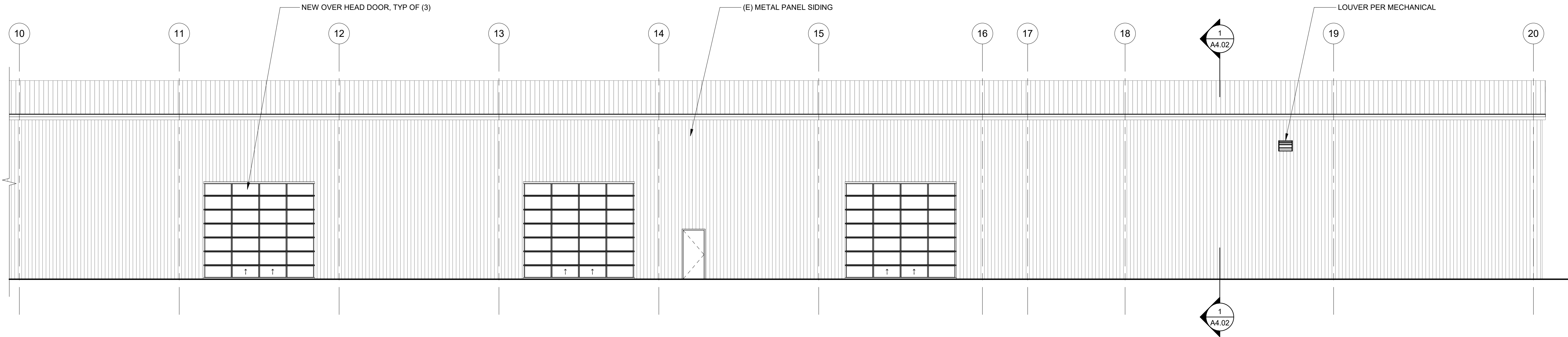


1 SIGN SHOP EAST ELEVATION
1/8" = 1'-0"

2 SIGN SHOP WEST ELEVATION
1/8" = 1'-0"



3 EAST ELEVATION - WAREHOUSE
1/8" = 1'-0"



4 NORTH EAST ELEVATION - WAREHOUSE
1/8" = 1'-0"

GENERAL SHEET NOTES

A. ALL EXTERIOR CALDDING IS NEW UNLESS NOTED OTHERWISE

LEGEND

	METAL PANEL - PROFILE 1
	METAL PANEL - PROFILE 2
	MCM PANEL - PROFILE 3
	(E) TILT CONCRETE WALL

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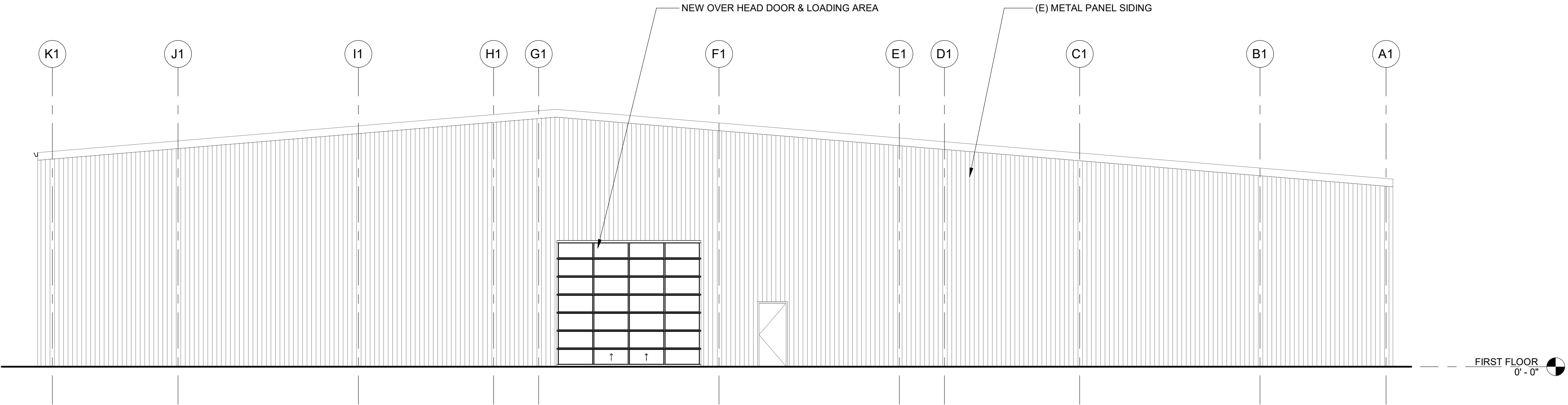
**EXTERIOR
ELEVATIONS**

Sheet No:

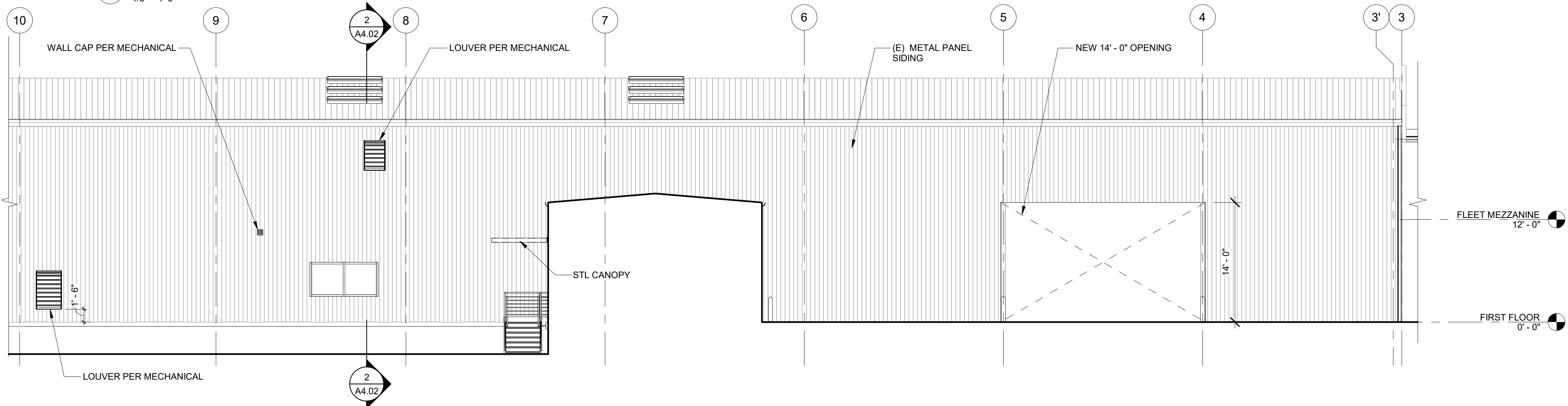
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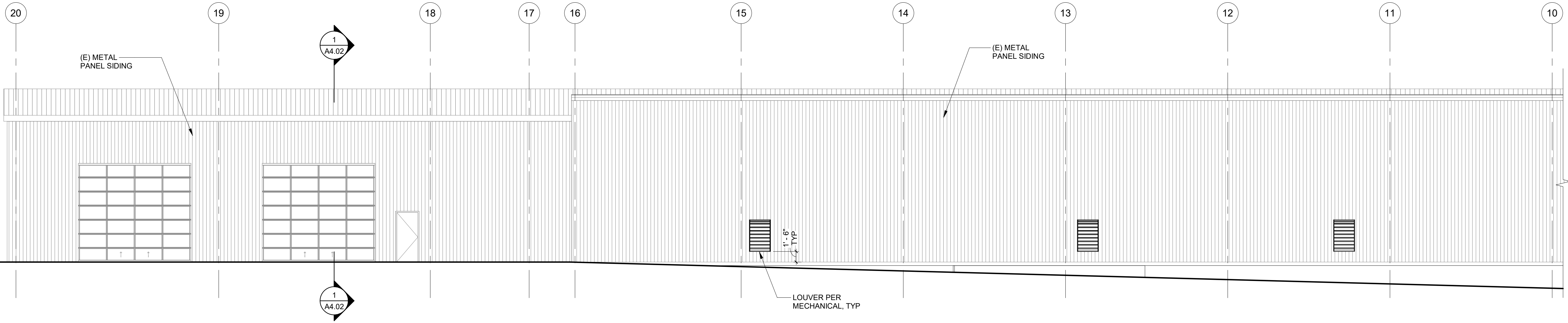
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1 NORTH ELEVATION - WAREHOUSE
1/8" = 1'-0"



2 WEST ELEVATION - WAREHOUSE
1/8" = 1'-0"



3 NORTH WEST ELEVATION - WAREHOUSE
1/8" = 1'-0"

GENERAL SHEET NOTES

A. ALL EXTERIOR CALDDING IS NEW UNLESS NOTED OTHERWISE

LEGEND

- METAL PANEL - PROFILE 1
- METAL PANEL - PROFILE 2
- MCM PANEL - PROFILE 3
- (E) TILT CONCRETE WALL

Item 7b.
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**EXTERIOR
ELEVATIONS**

Sheet No:

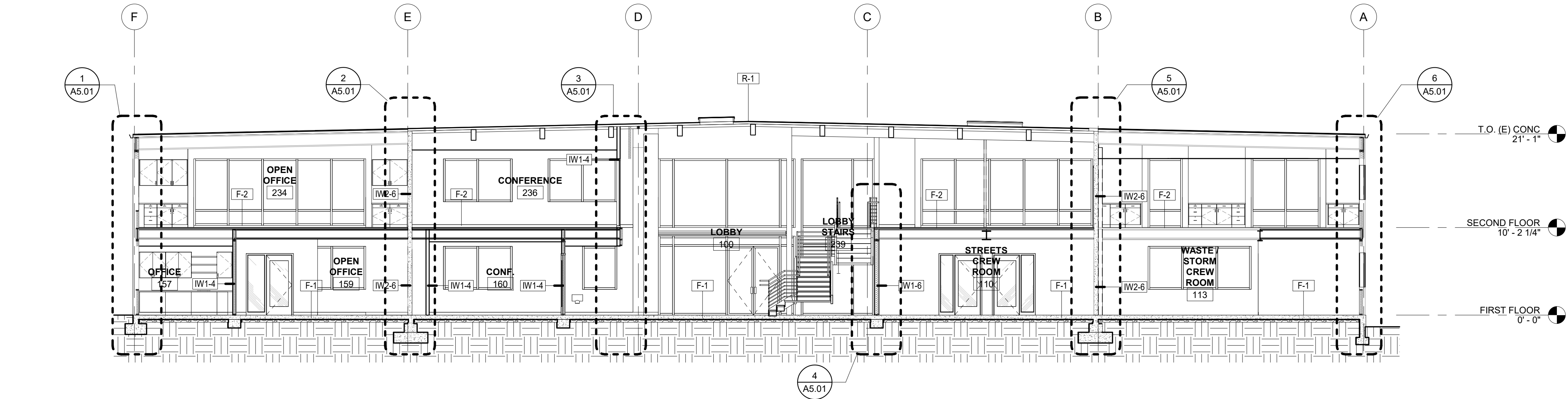
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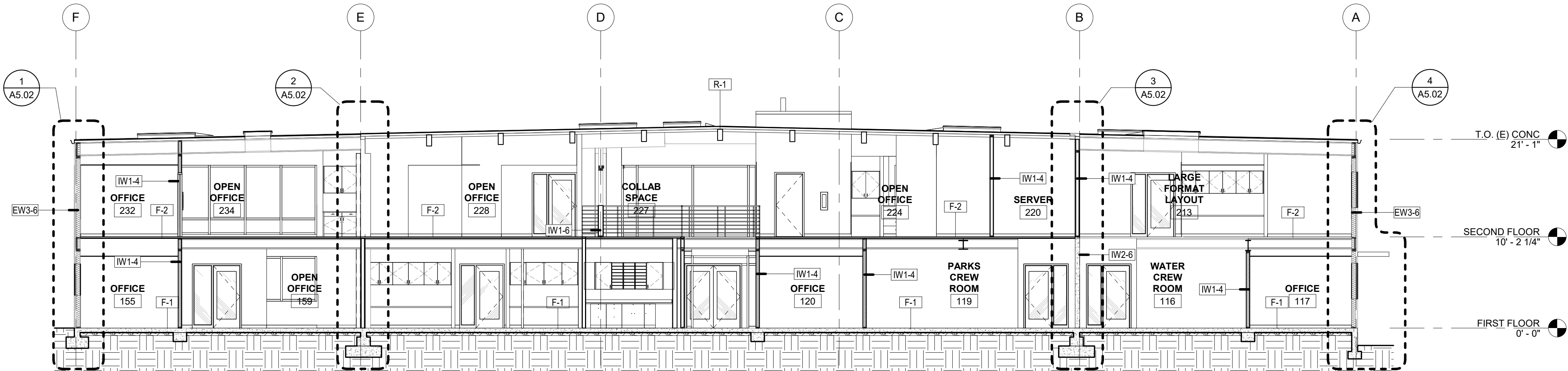
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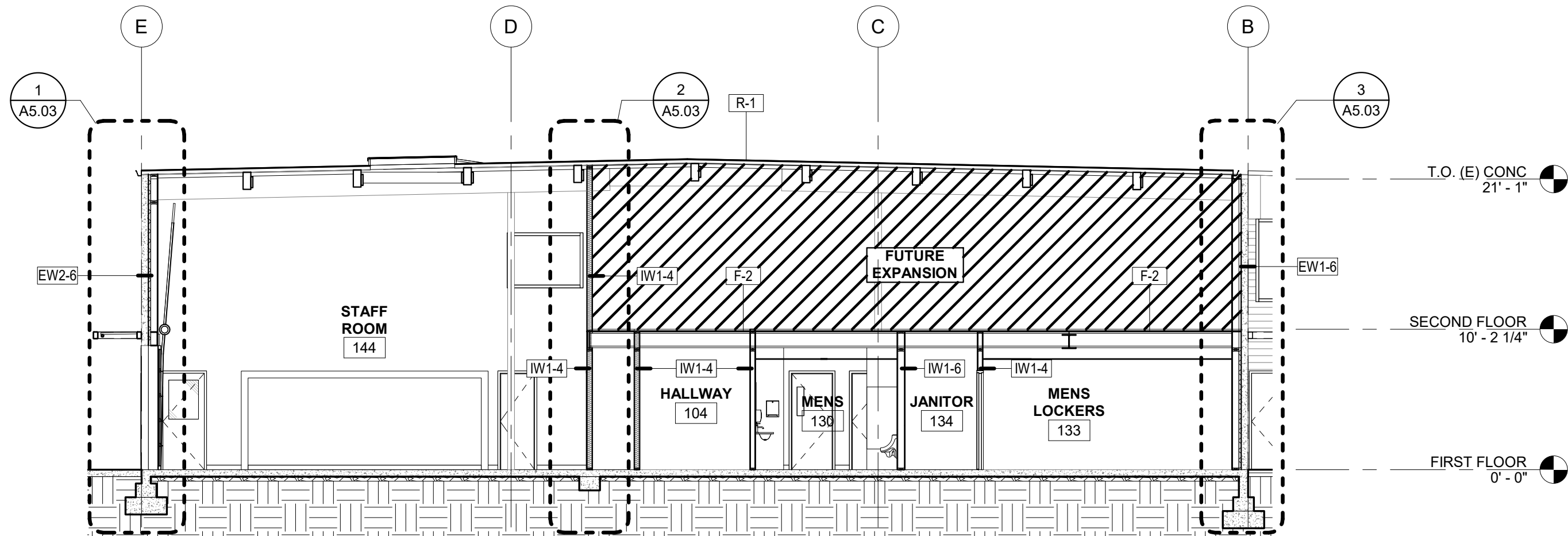
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1 OFFICE BLDG SECTION A - SOUTH
1/8" = 1'-0"



2 OFFICE BLDG SECTION B - SOUTH
1/8" = 1'-0"



3 OFFICE BLDG SECTION C - SOUTH
1/8" = 1'-0"

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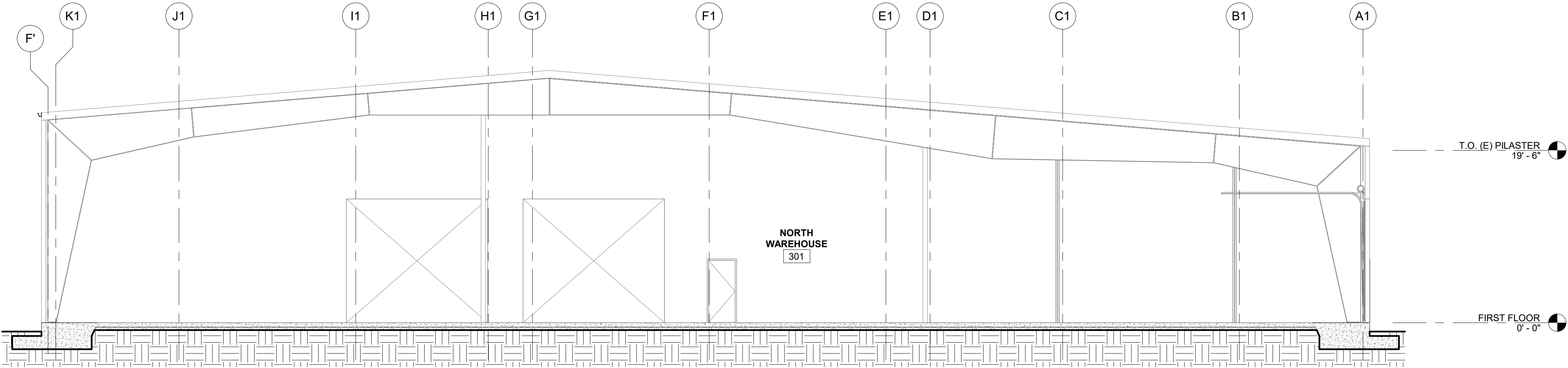
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BUILDING SECTIONS

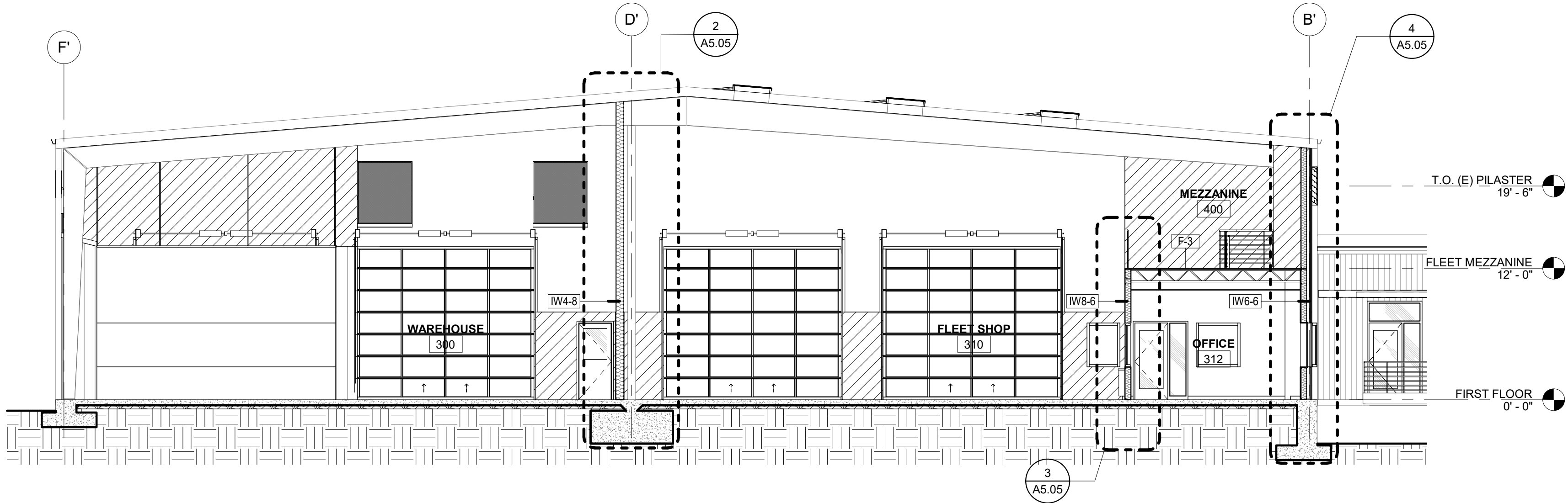
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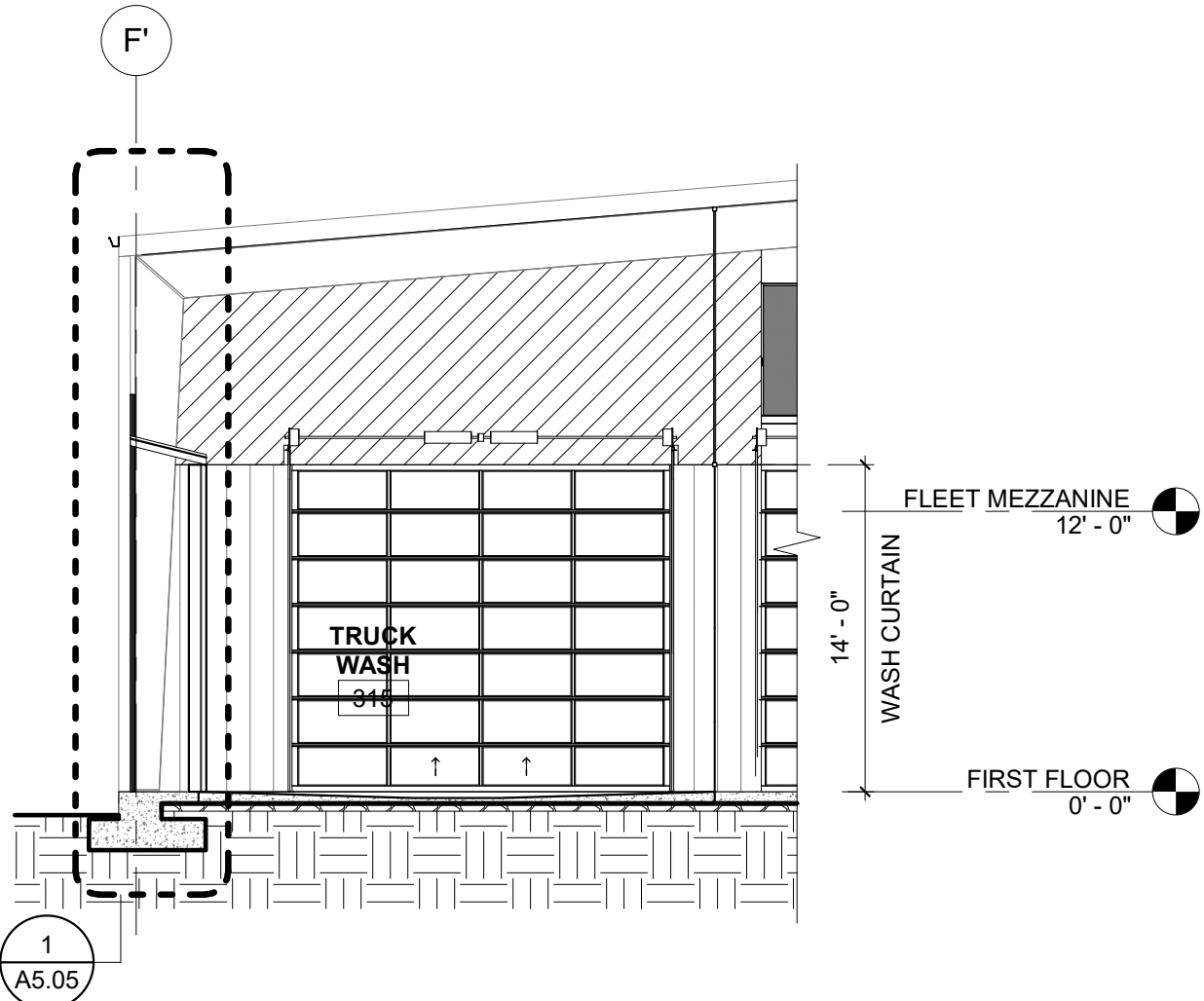
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1 NORTH WAREHOUSE SECTION - SOUTH
1/8" = 1'-0"



2 SOUTH WAREHOUSE SECTION - SOUTH
1/8" = 1'-0"



3 VEHICLE WASH BAY SECTION - SOUTH
1/8" = 1'-0"

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Drawing:
BUILDING SECTIONS

Sheet No:

A4.02

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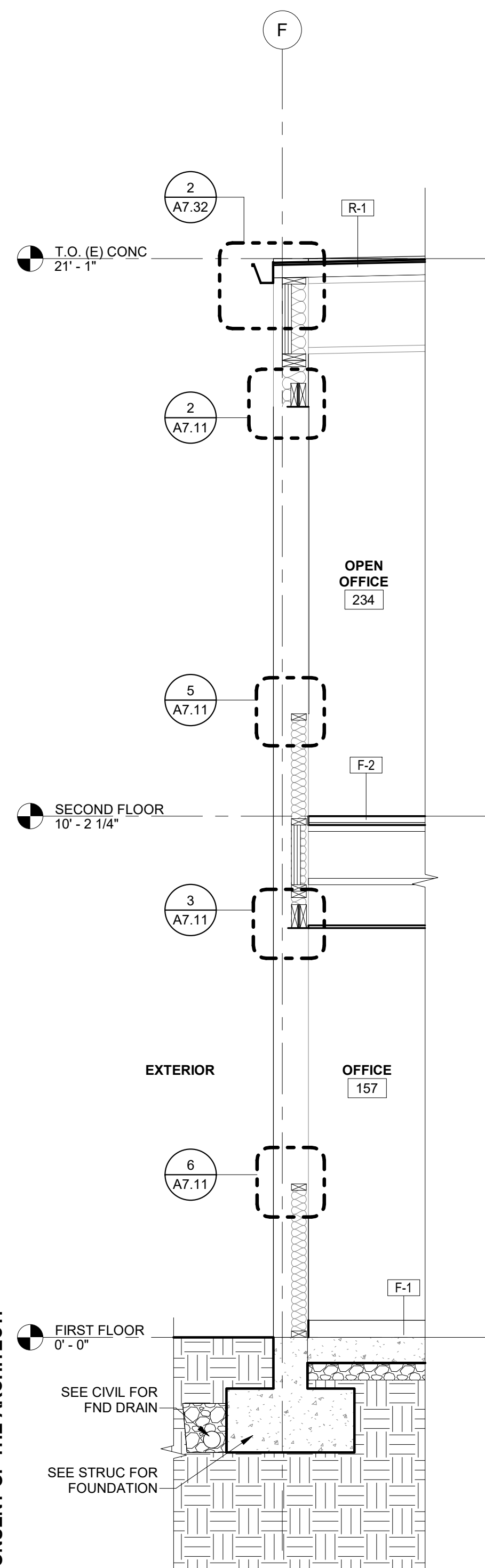
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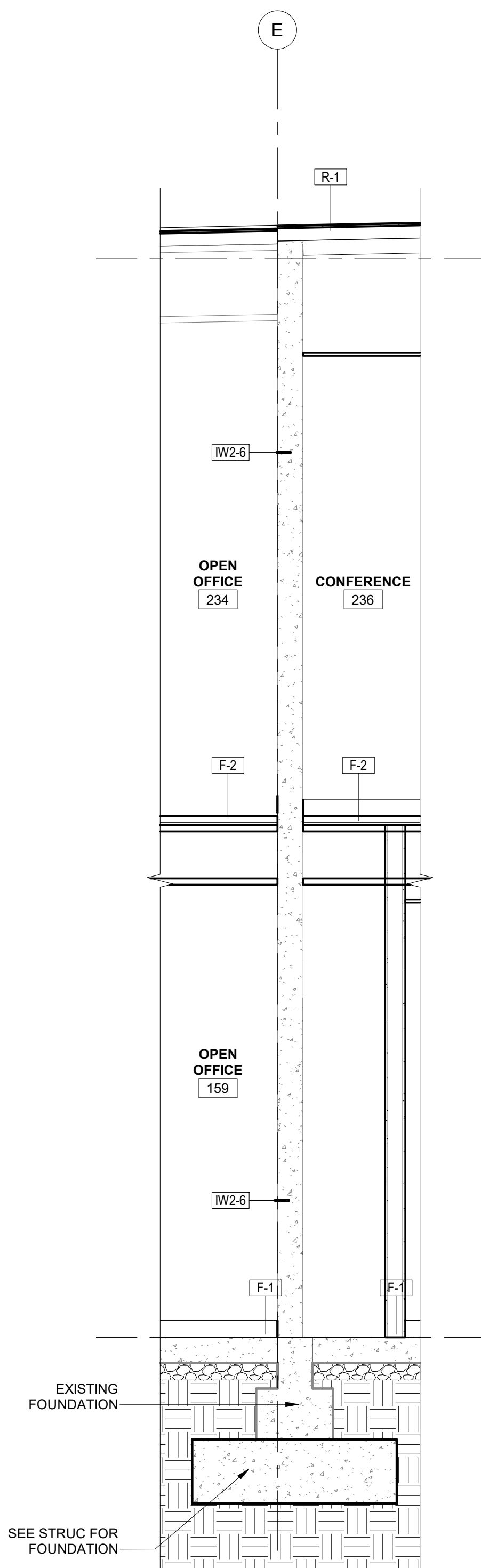
Page 419

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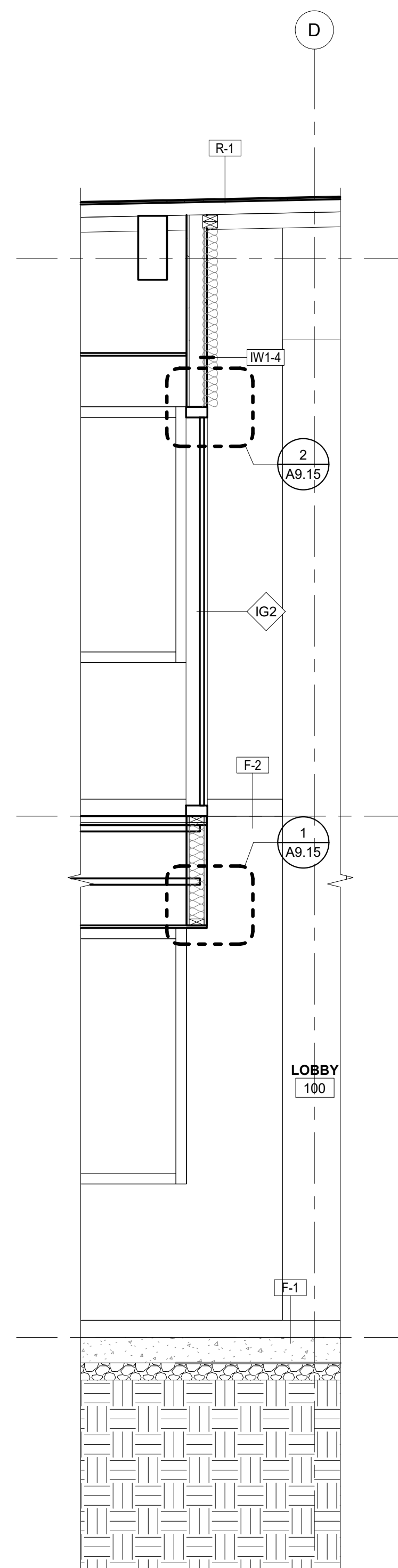
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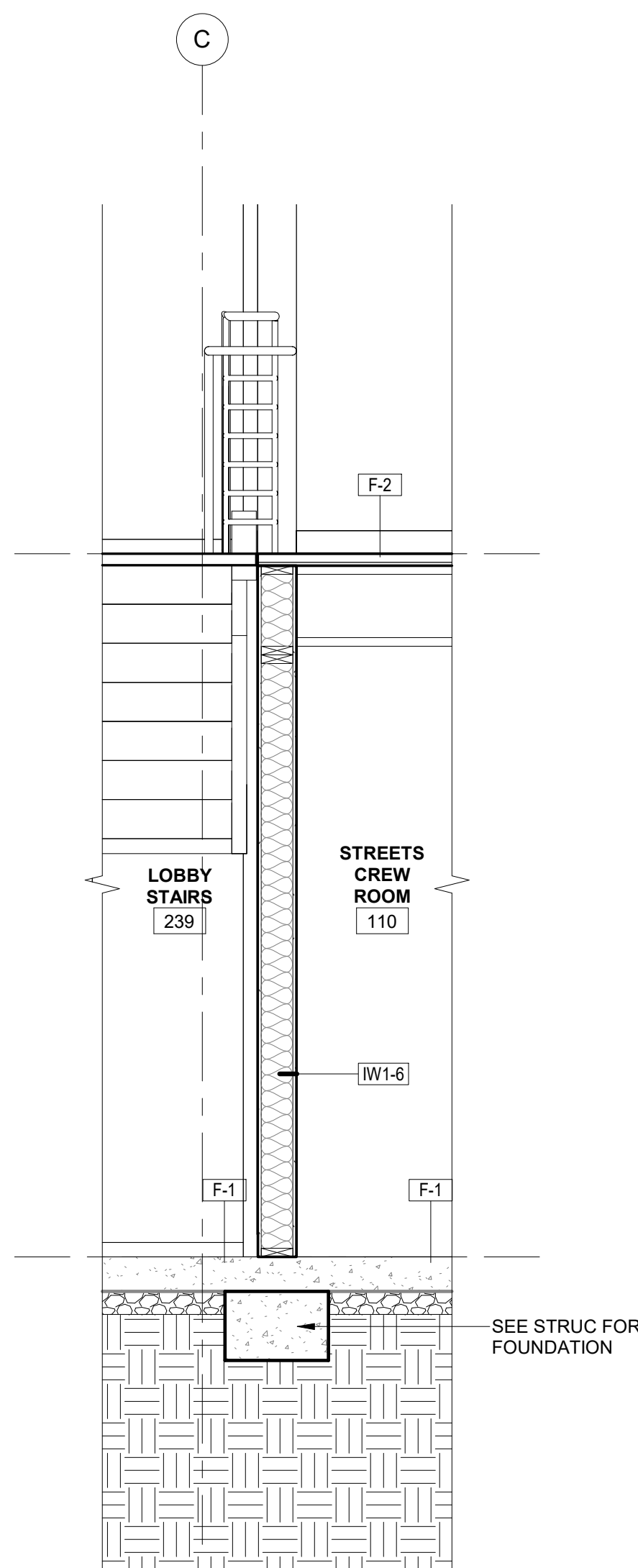
1 WALL SECTION
1/2" = 1'-0"



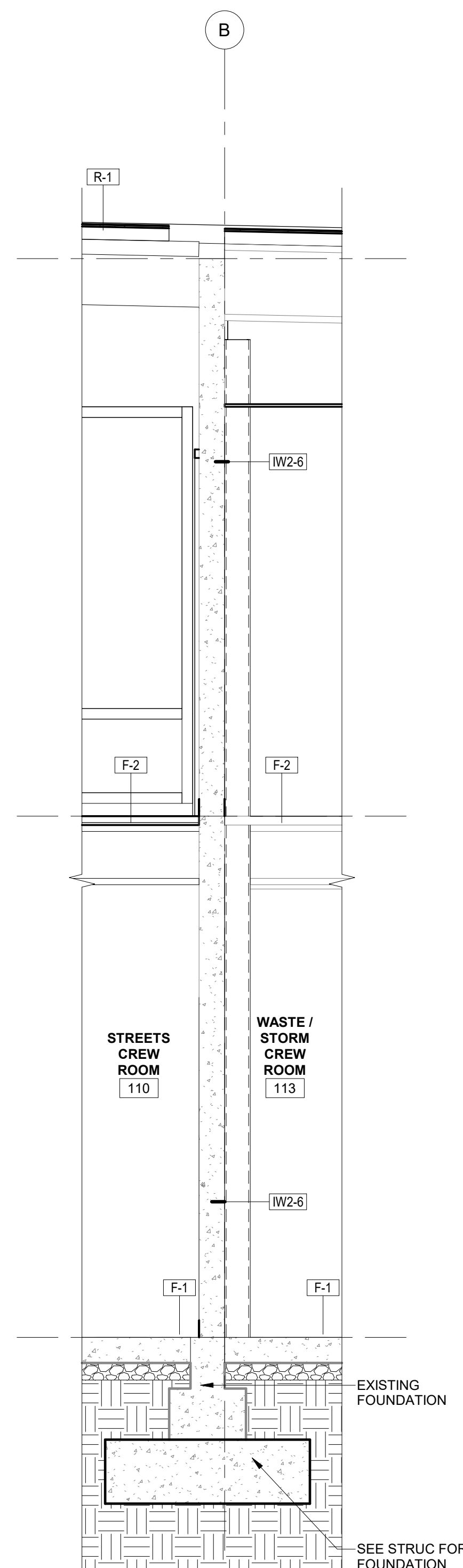
2 WALL SECTION



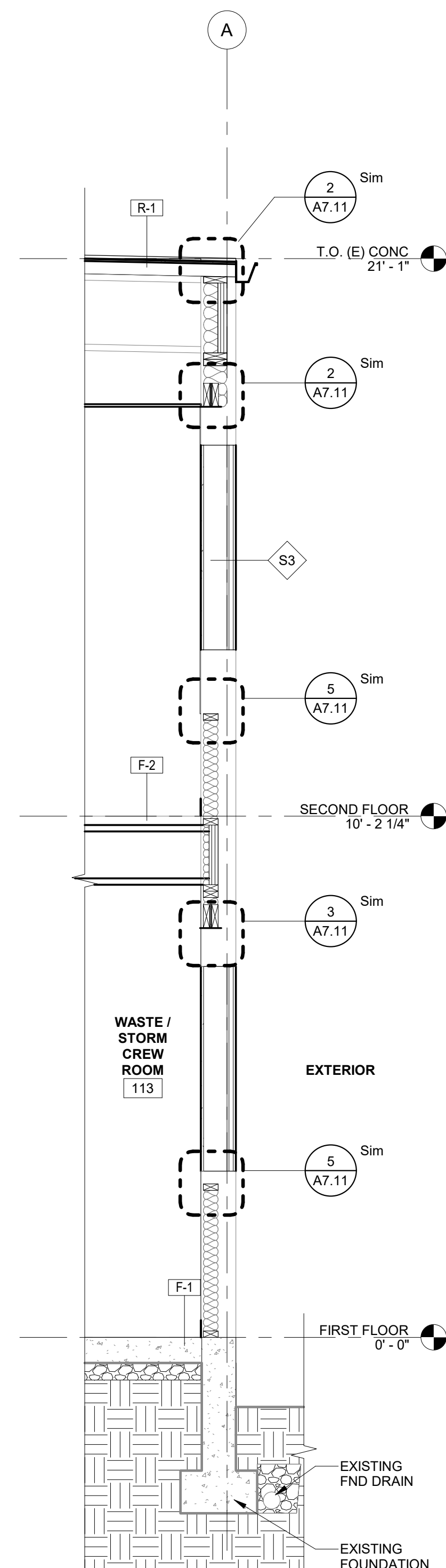
3 WALL SECTION



4 WALL SECTION



5 WALL SECTION
1/2" = 1'-0"



6 WALL SECTION
1/2" = 1'-0"

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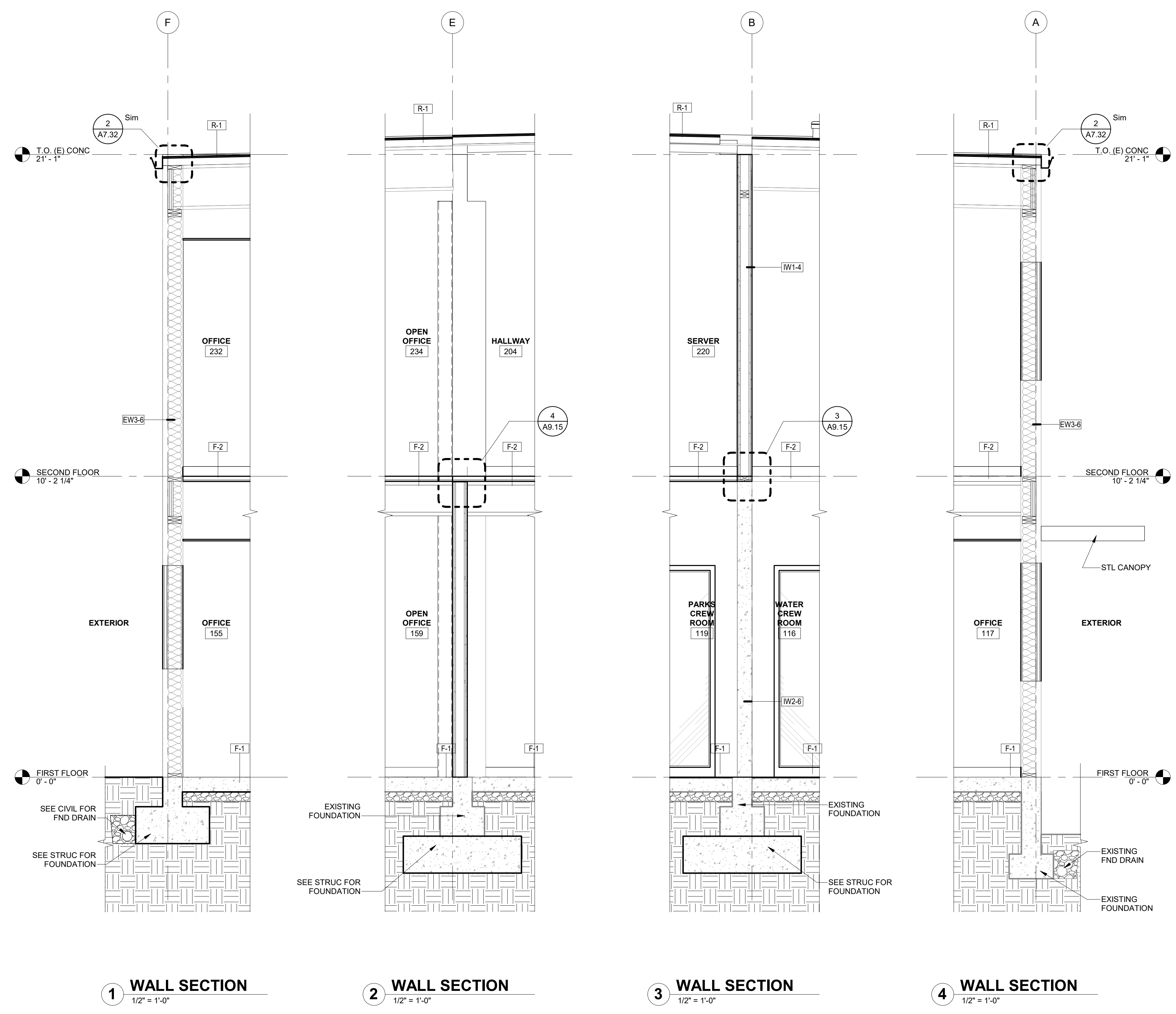
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WALL SECTIONS

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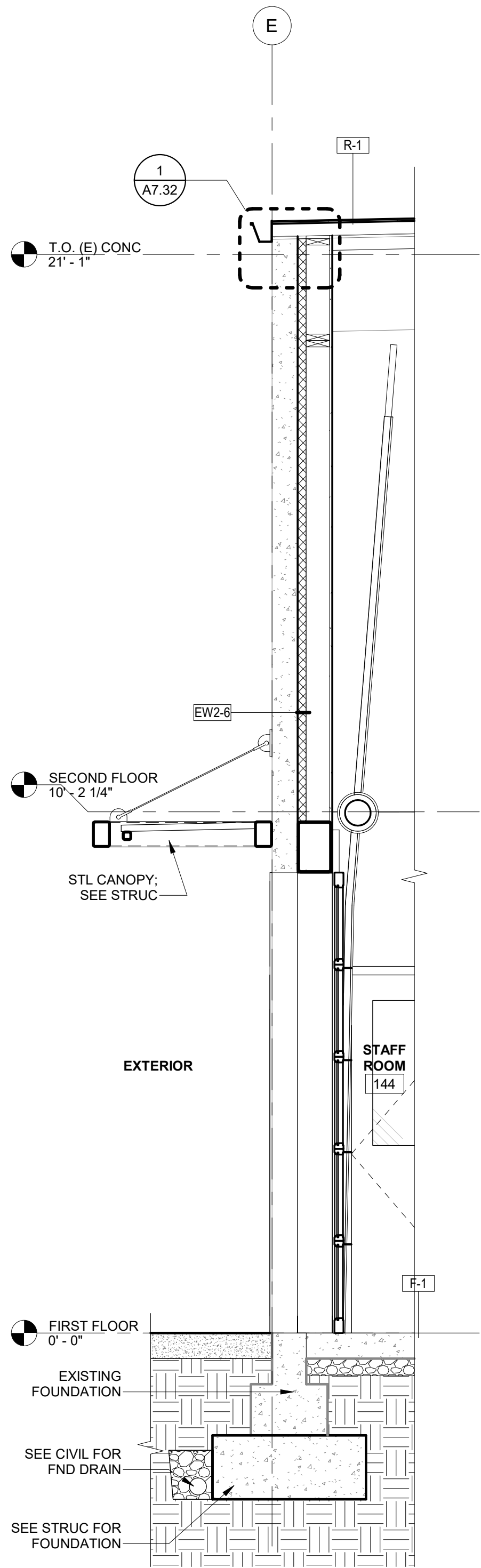
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Drawing:
WALL SECTIONS

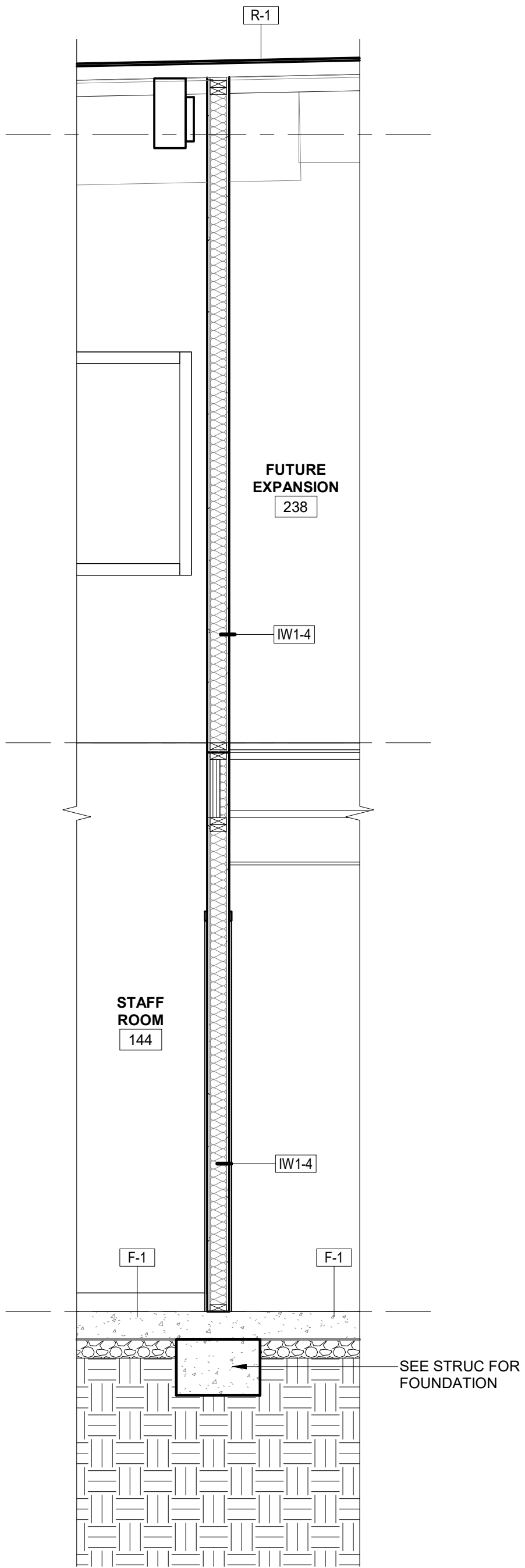
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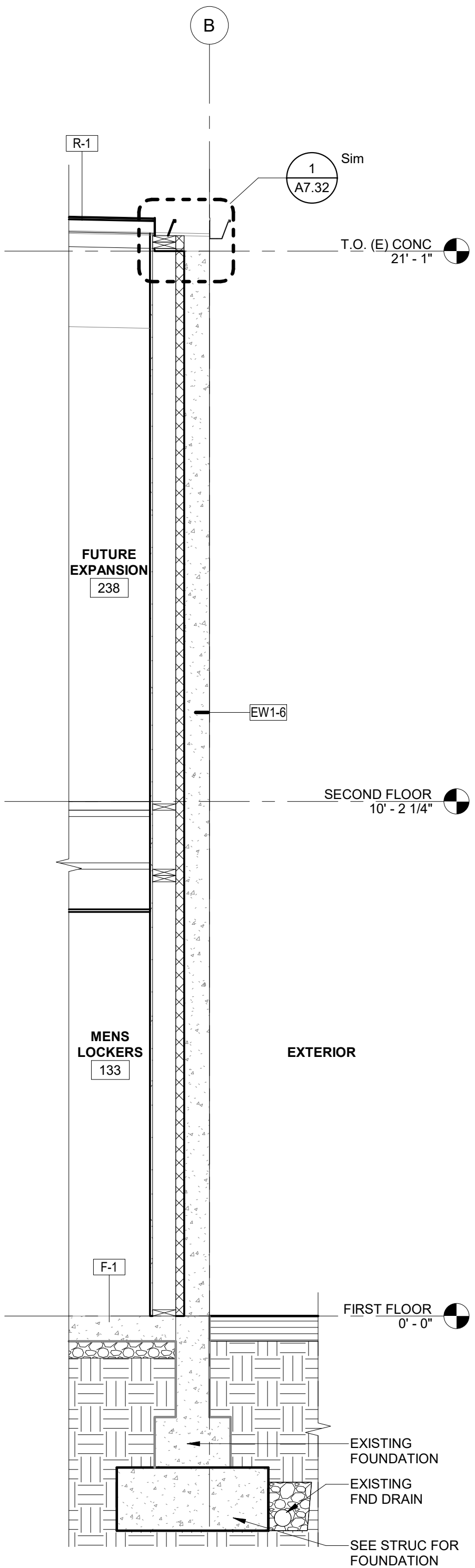
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1 WALL SECTION
1/2" = 1'-0"



2 WALL SECTION
1/2" = 1'-0"



3 WALL SECTION
1/2" = 1'-0"

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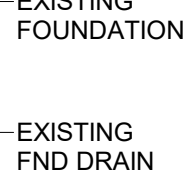
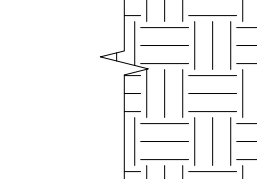
WALL SECTIONS

Sheet No:

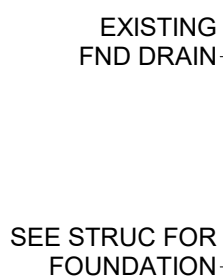
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age 422

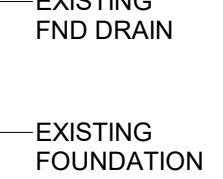
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$$1/2'' = 1'-0''$$


$1/2" = 1'-0"$



1/2" = 1'-0"


$$1/2'' = 1'-0''$$

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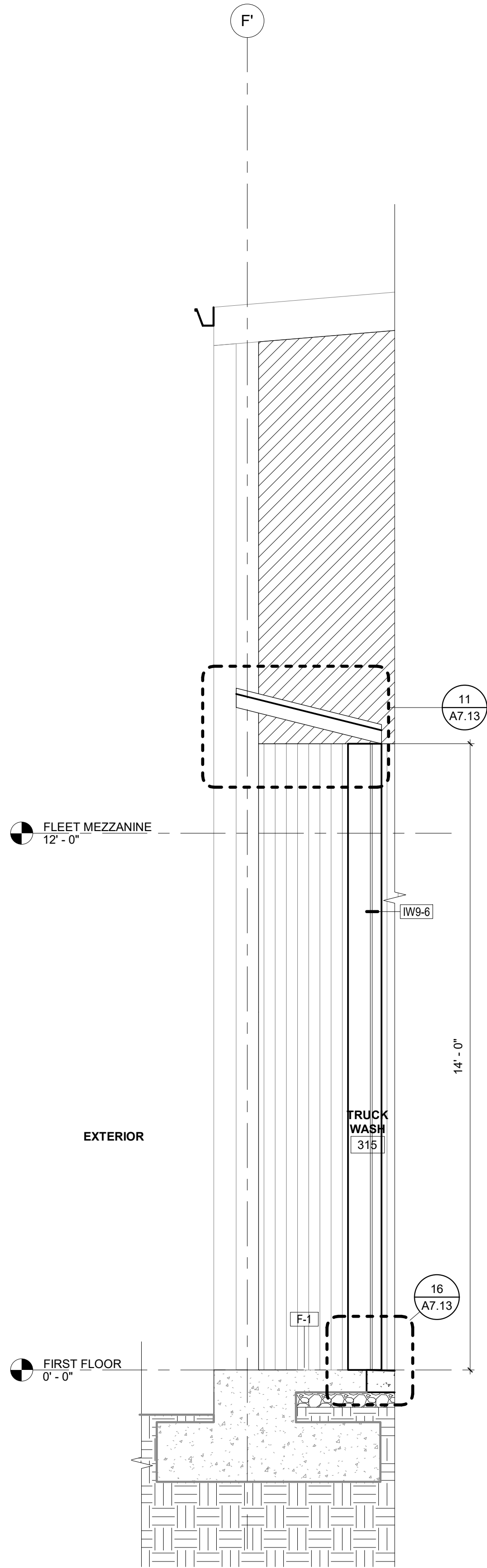
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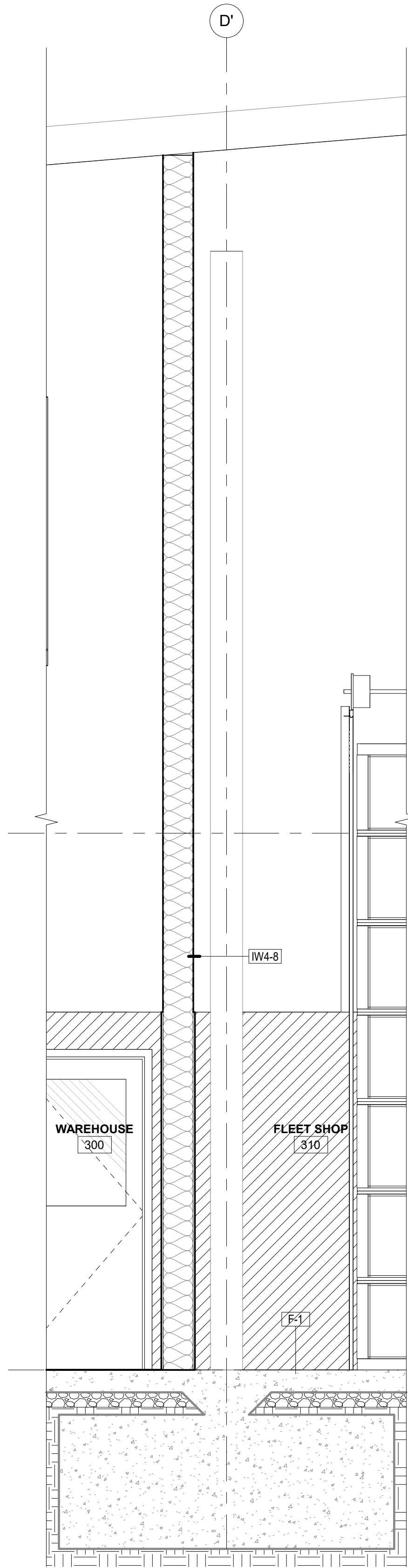
WALL SECTIONS

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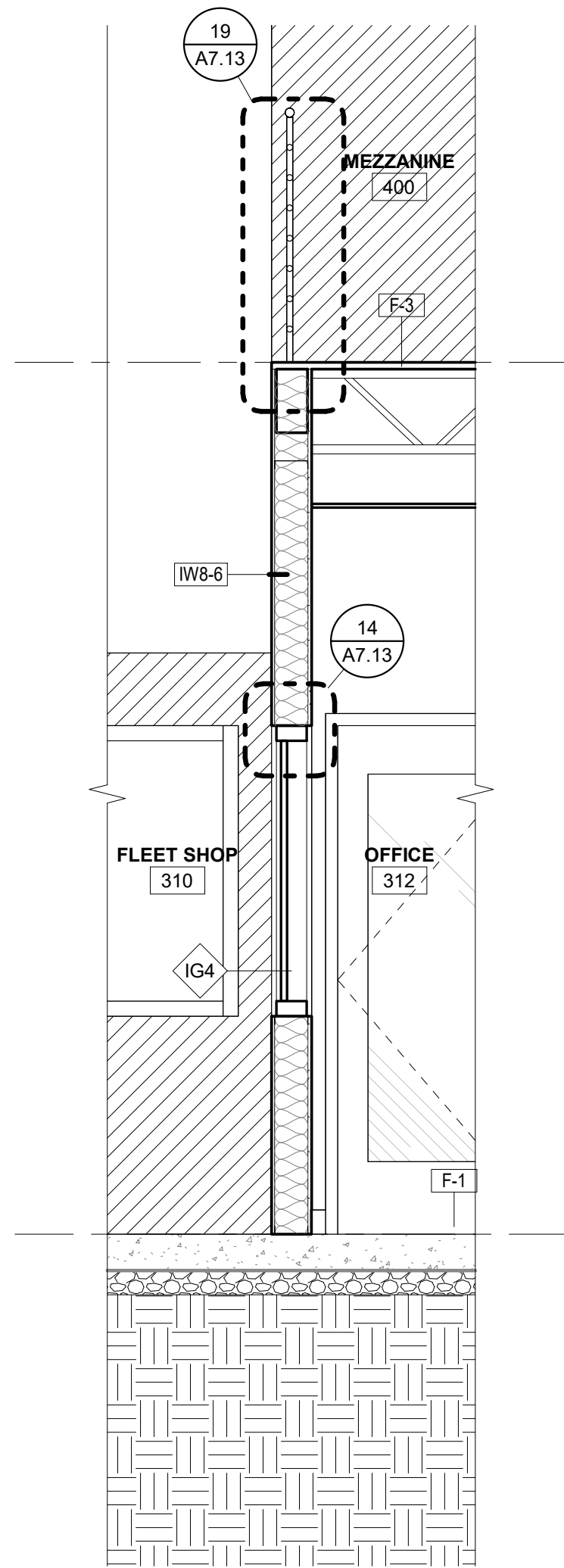
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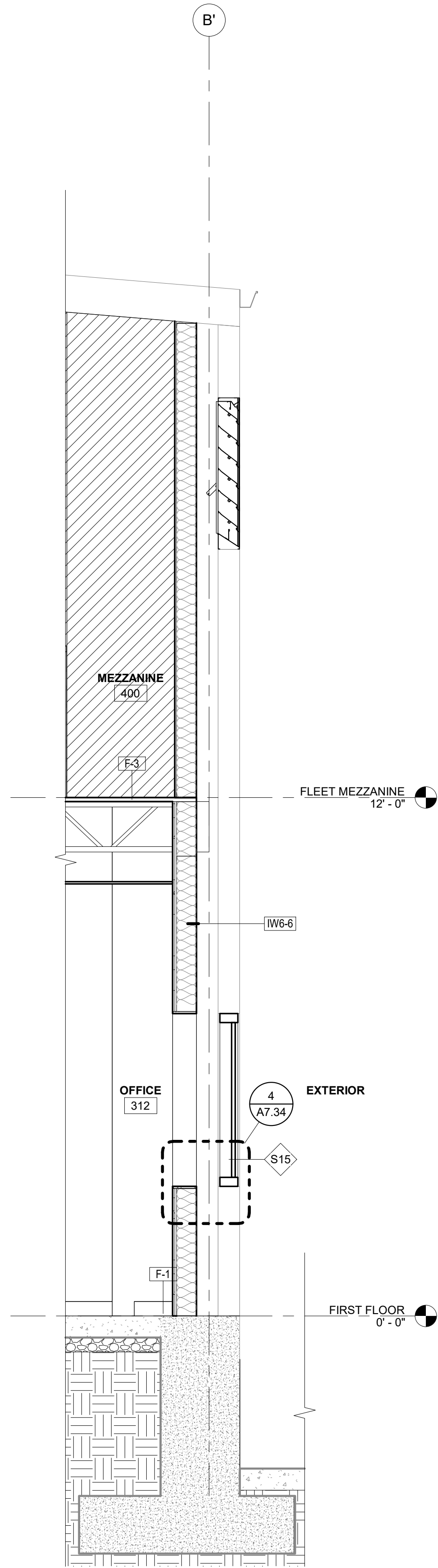
1 WALL SECTION
1/2" = 1'-0"



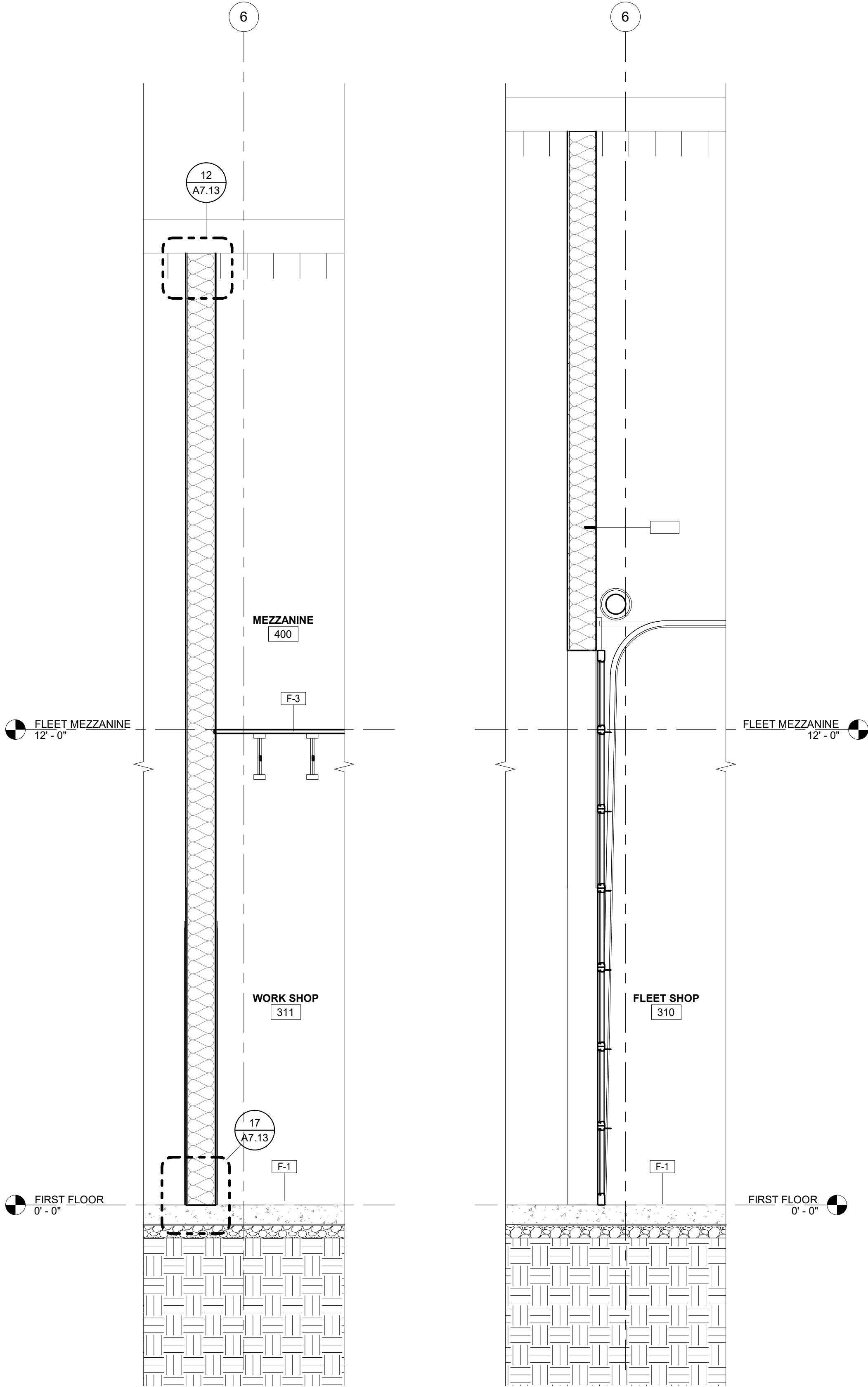
2 WALL SECTION
1/2" = 1'-0"



3 WALL SECTION
1/2" = 1'-0"



4 WALL SECTION
1/2" = 1'-0"



1 WALL SECTION
1/2" = 1'-0"

2 WALL SECTION
1/2" = 1'-0"

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Sheet No:

A5.06

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Sheet No:

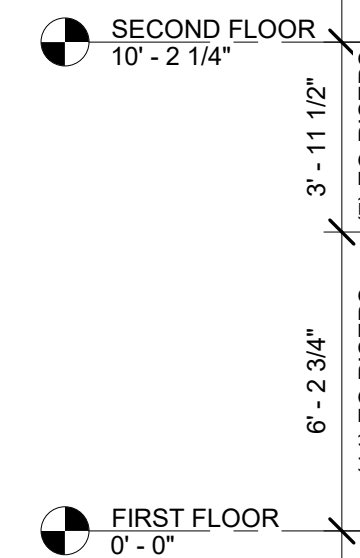
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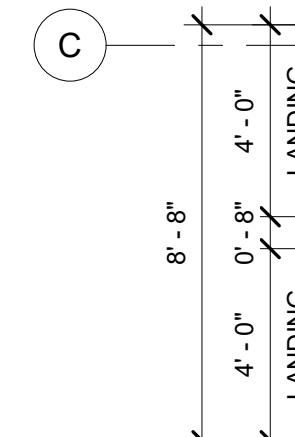
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NORTH



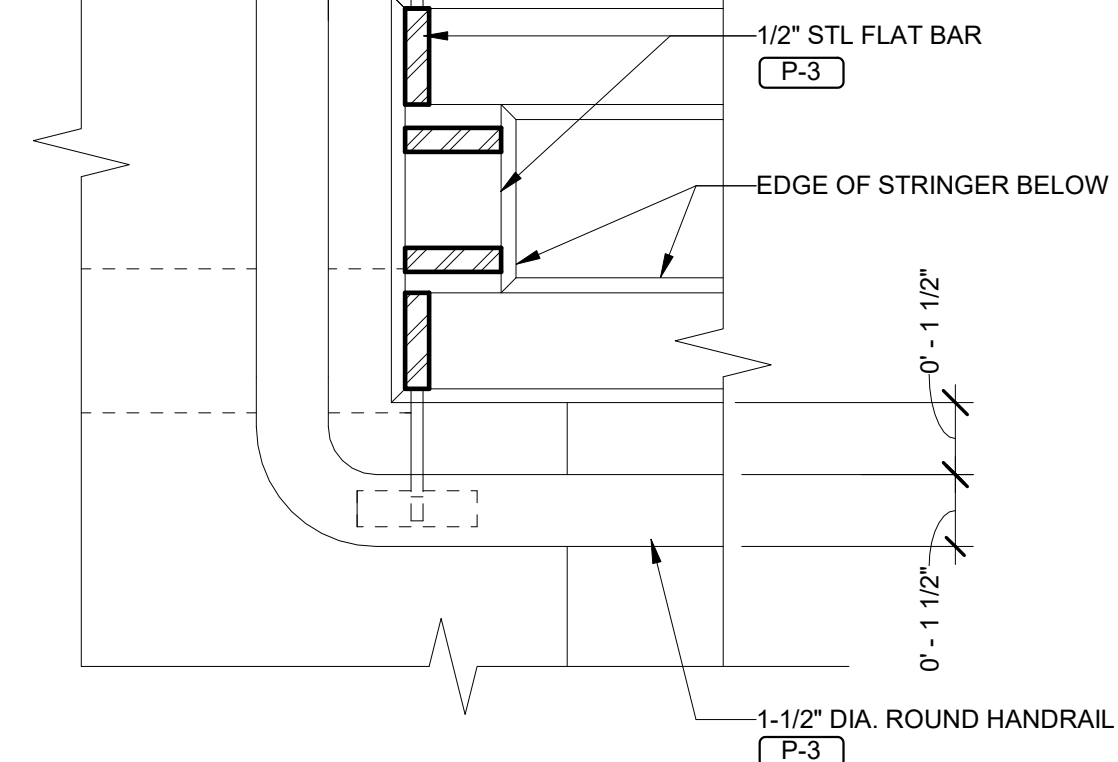
1 **SEC 1**
1/4" = 1'-0"



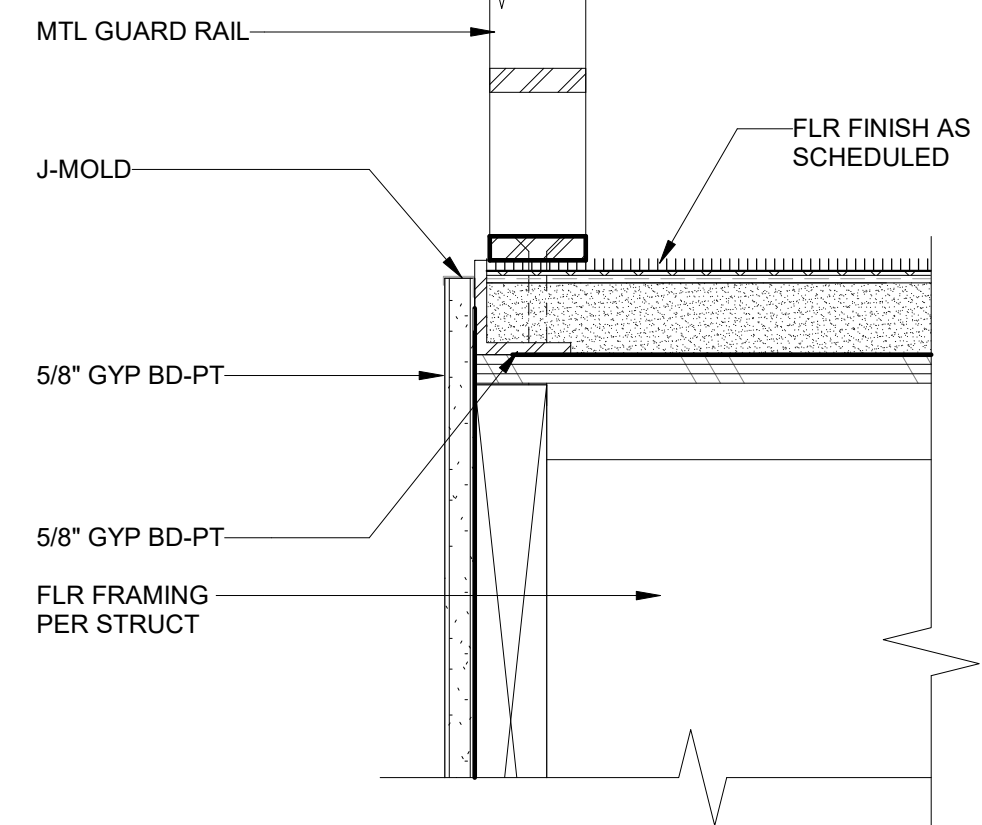
2 $\frac{1}{4}" = 1'-0"$



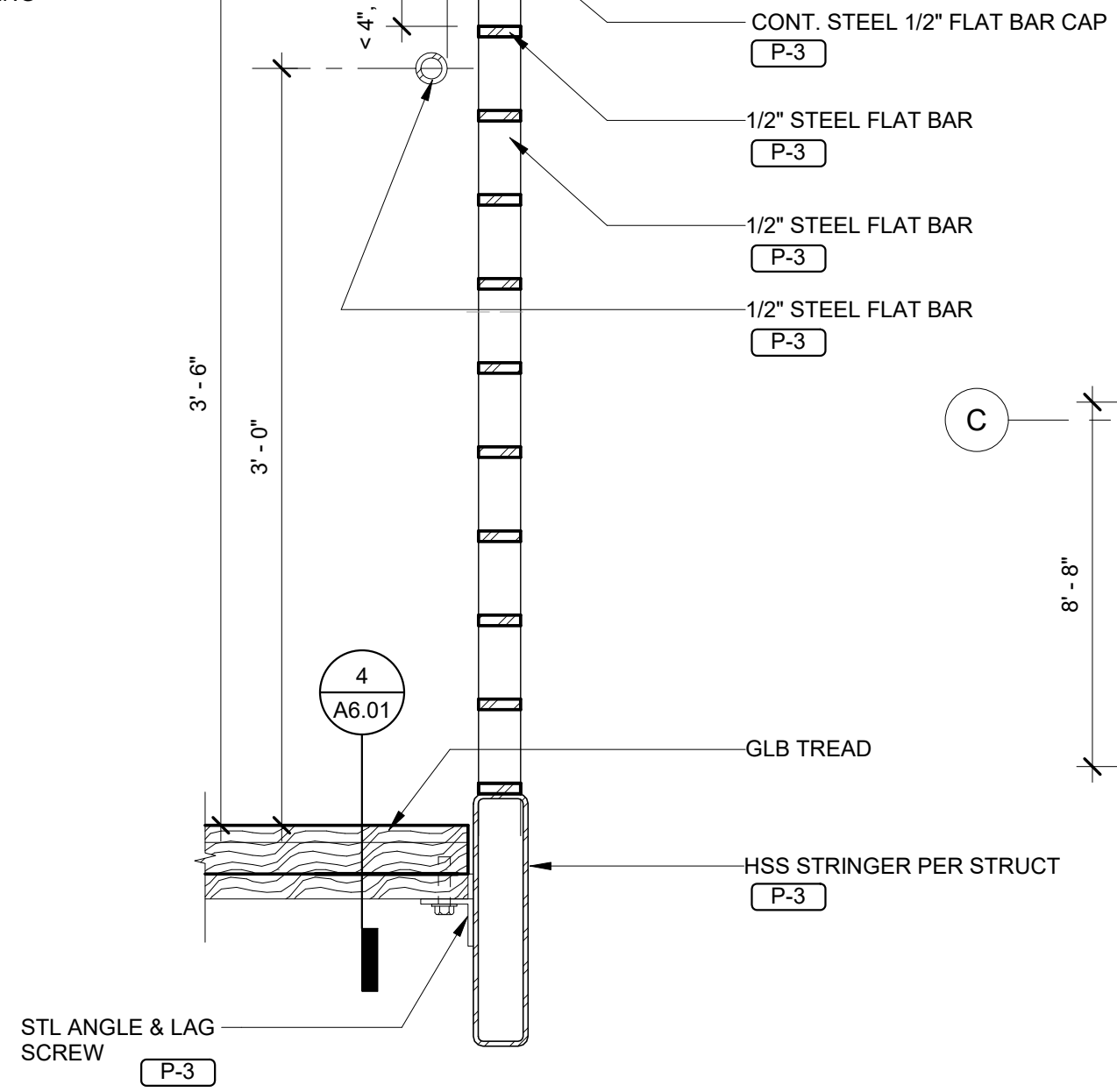
7 Hand Rail Detail
3" = 1'-0"



3 **GUA**
3" = 1'-0"



5 **GUA**
3" = 1'-0"

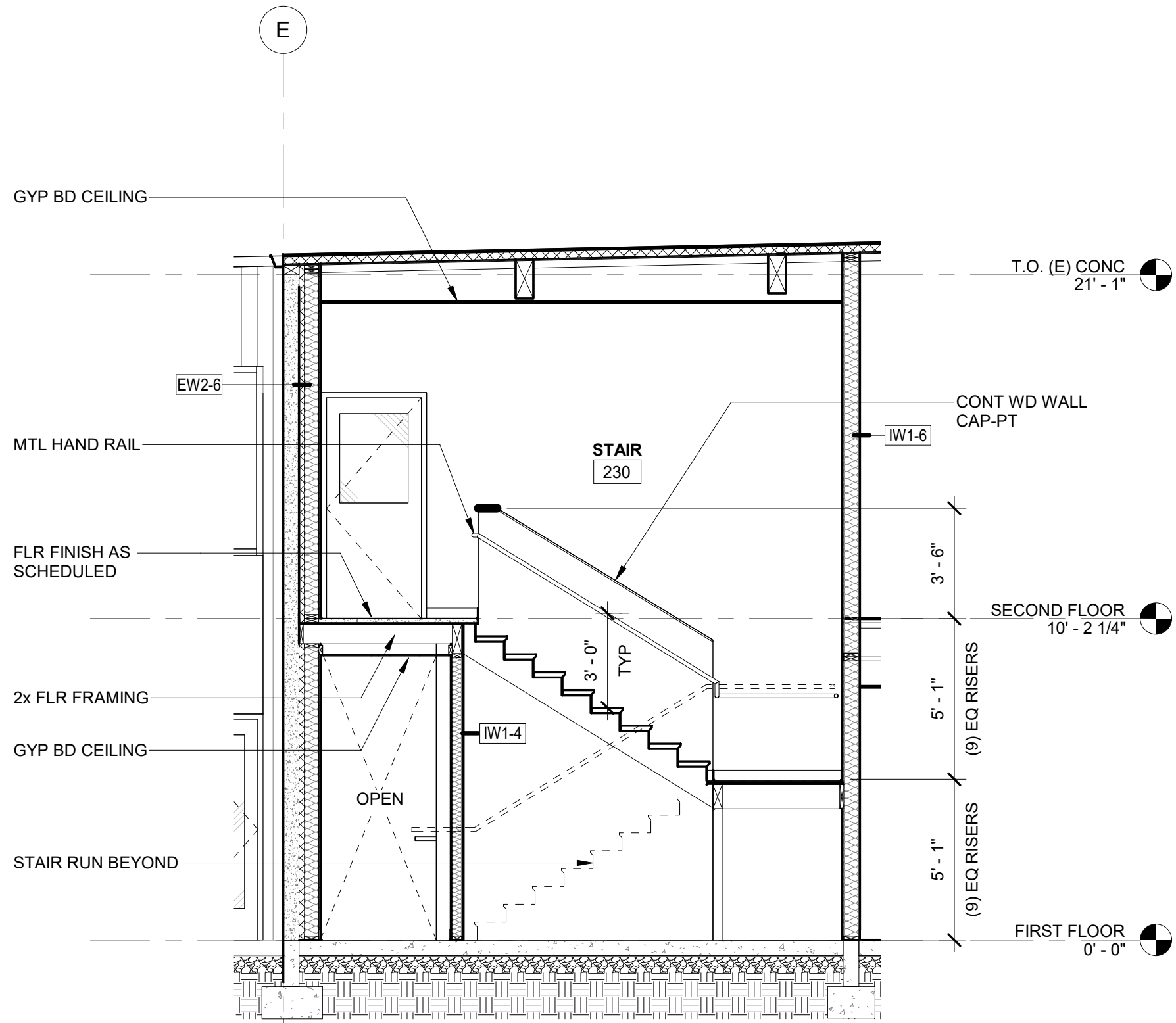


6 **GOAL**
1 1/2" = 1'-0"

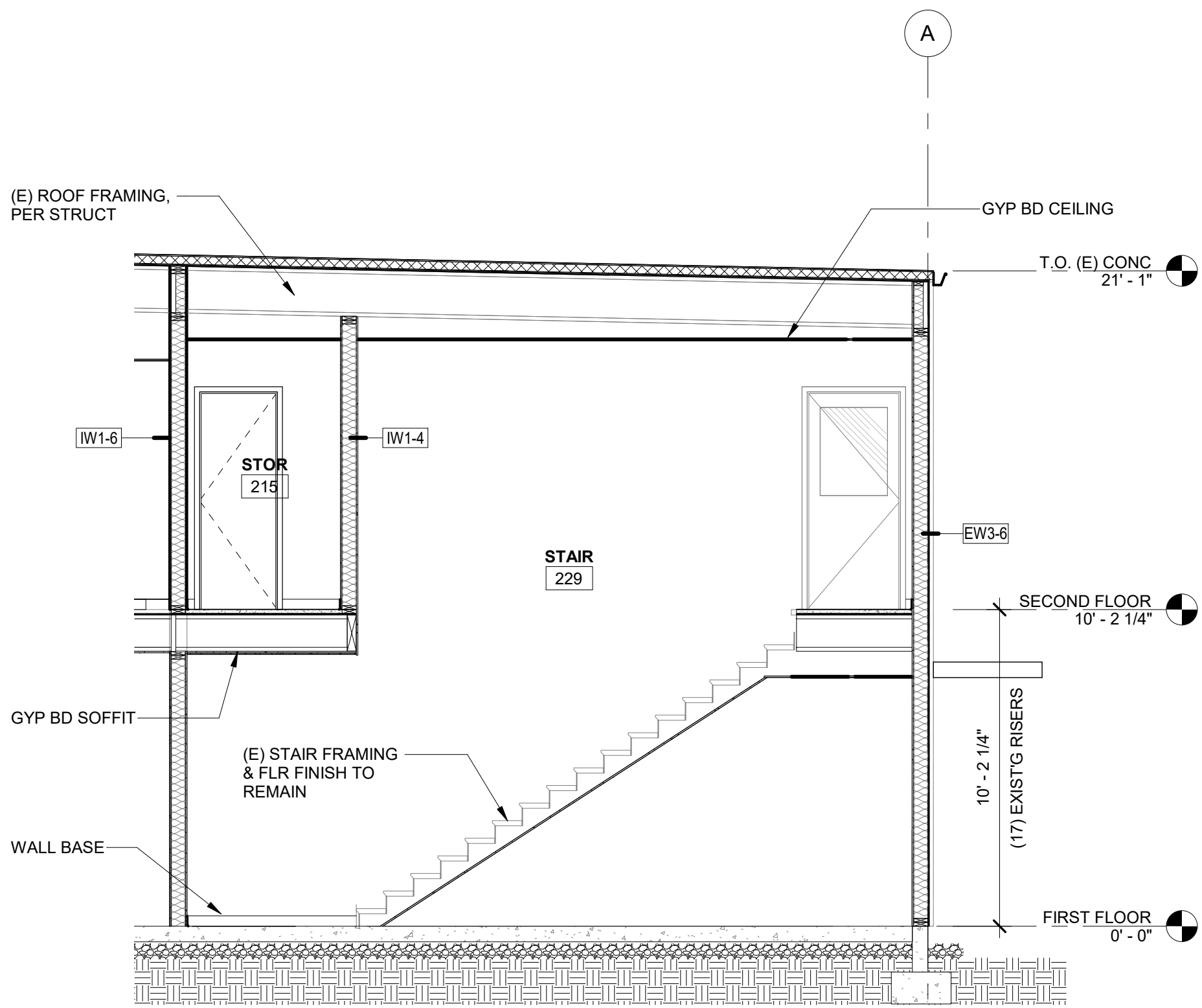
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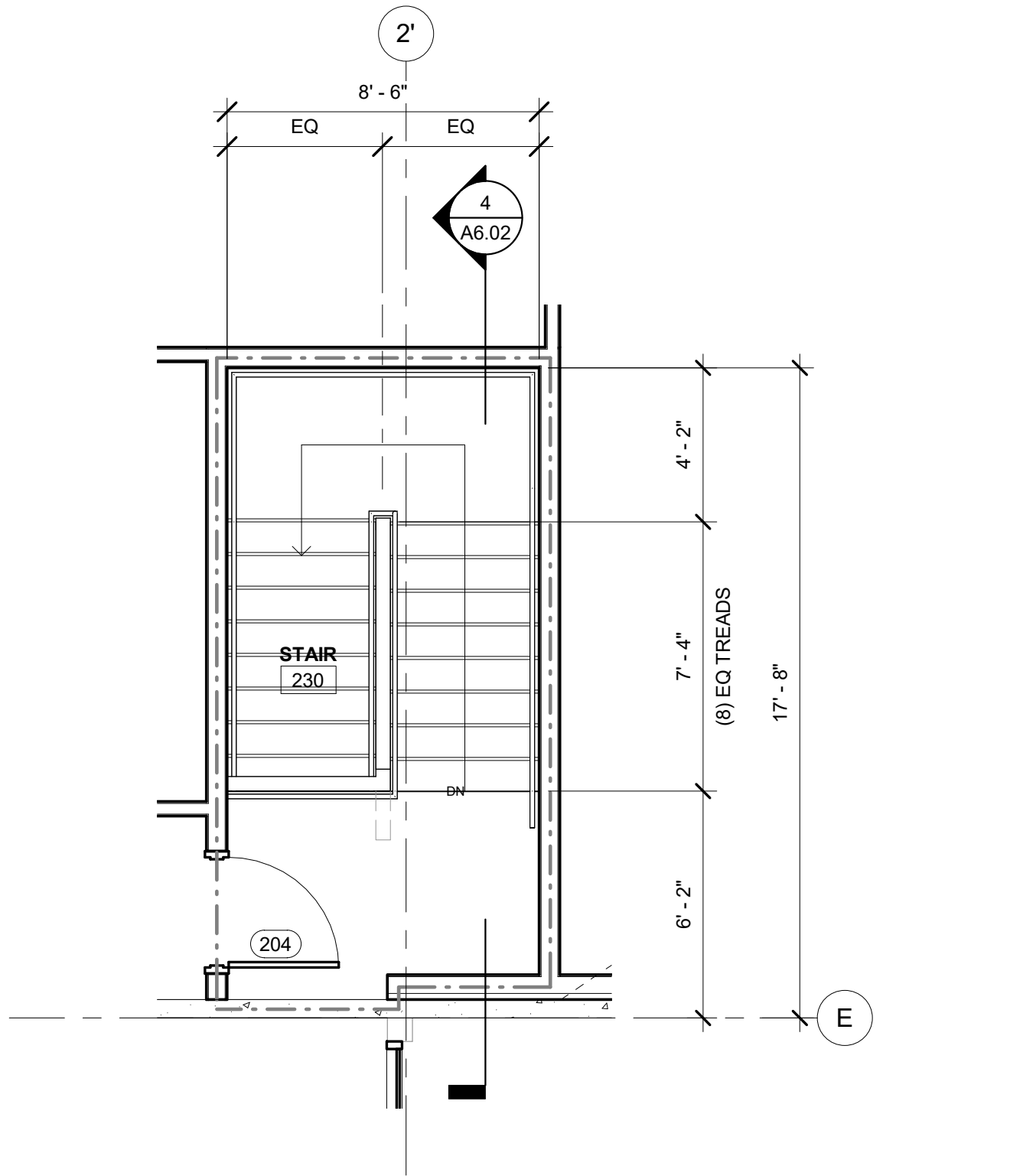
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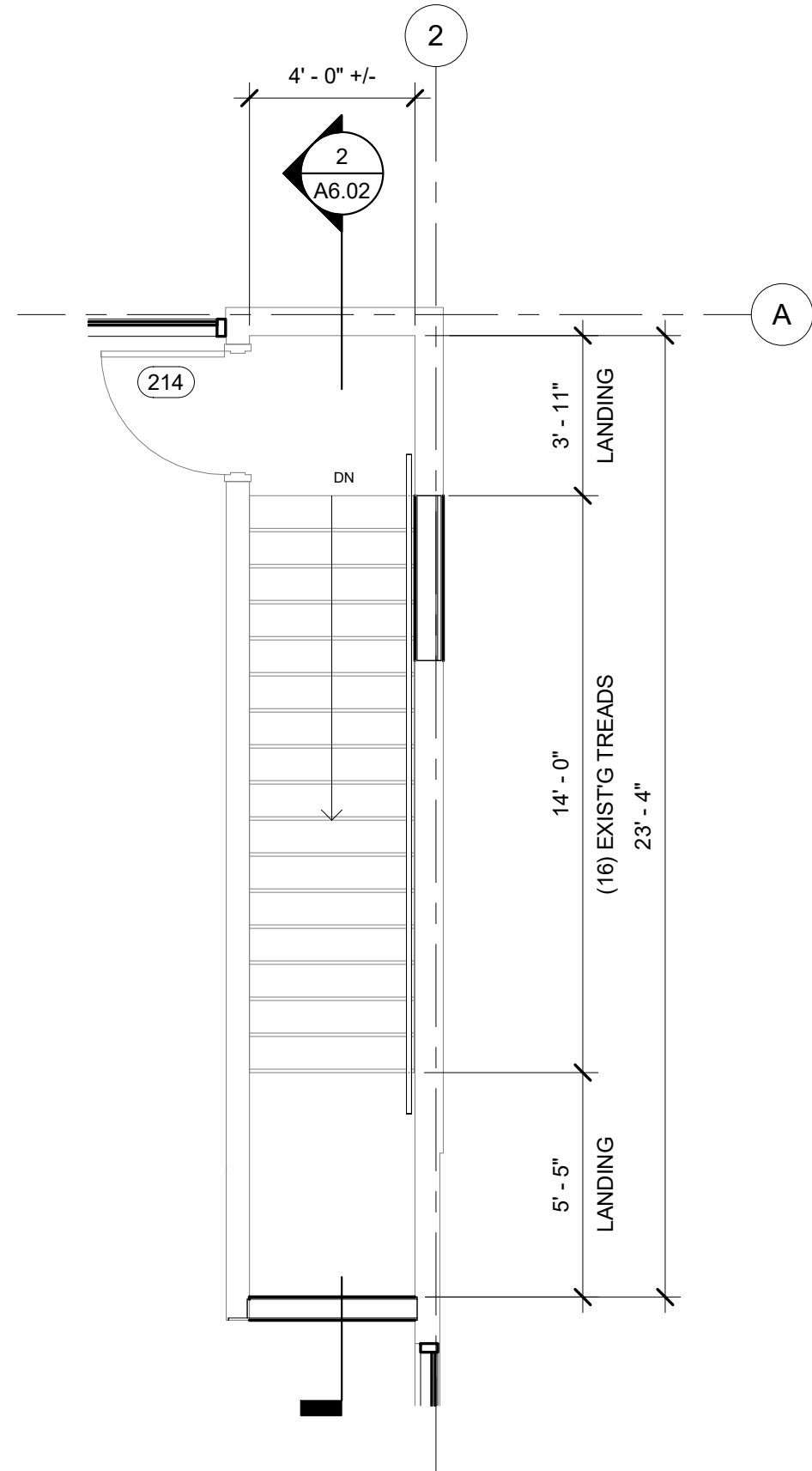
4 SECTION-STAIR 230
1/4" = 1'-0"



2 SECTION-STAIR 229
1/4" = 1'-0"



3 FLOOR PLAN - STAIR 230
1/4" = 1'-0"



1 FLOOR PLAN-STAIR 229
1/4" = 1'-0"



Sheet No:

PERMIT SET JUL 10, 2020
ISSUE DATE
Drawing:
ENLARGED STAIR
PLANS & SECTIONS

A6.02

OREGON CITY
PUBLIC WORKS

Job Number: 19112

13895 FIR STREET
OREGON CITY, OR 97045

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CONSTRUCTION

SCOTT EDWARDS ARCHITECTURE LLP.
2525 E Burnside Street, Portland, OR 97214
phone: (503) 226-3617 www.seallp.com

S|E A

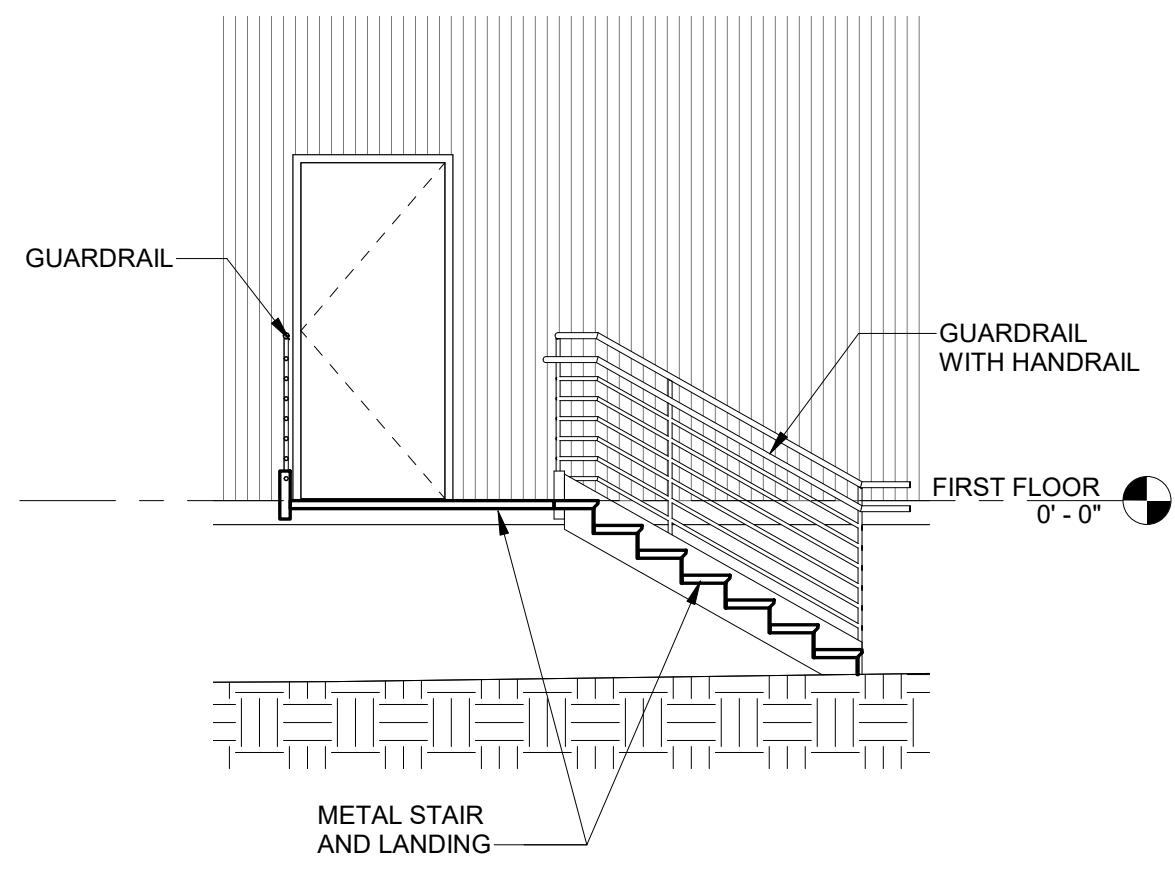
Item 7b.

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CONSTRUCTION

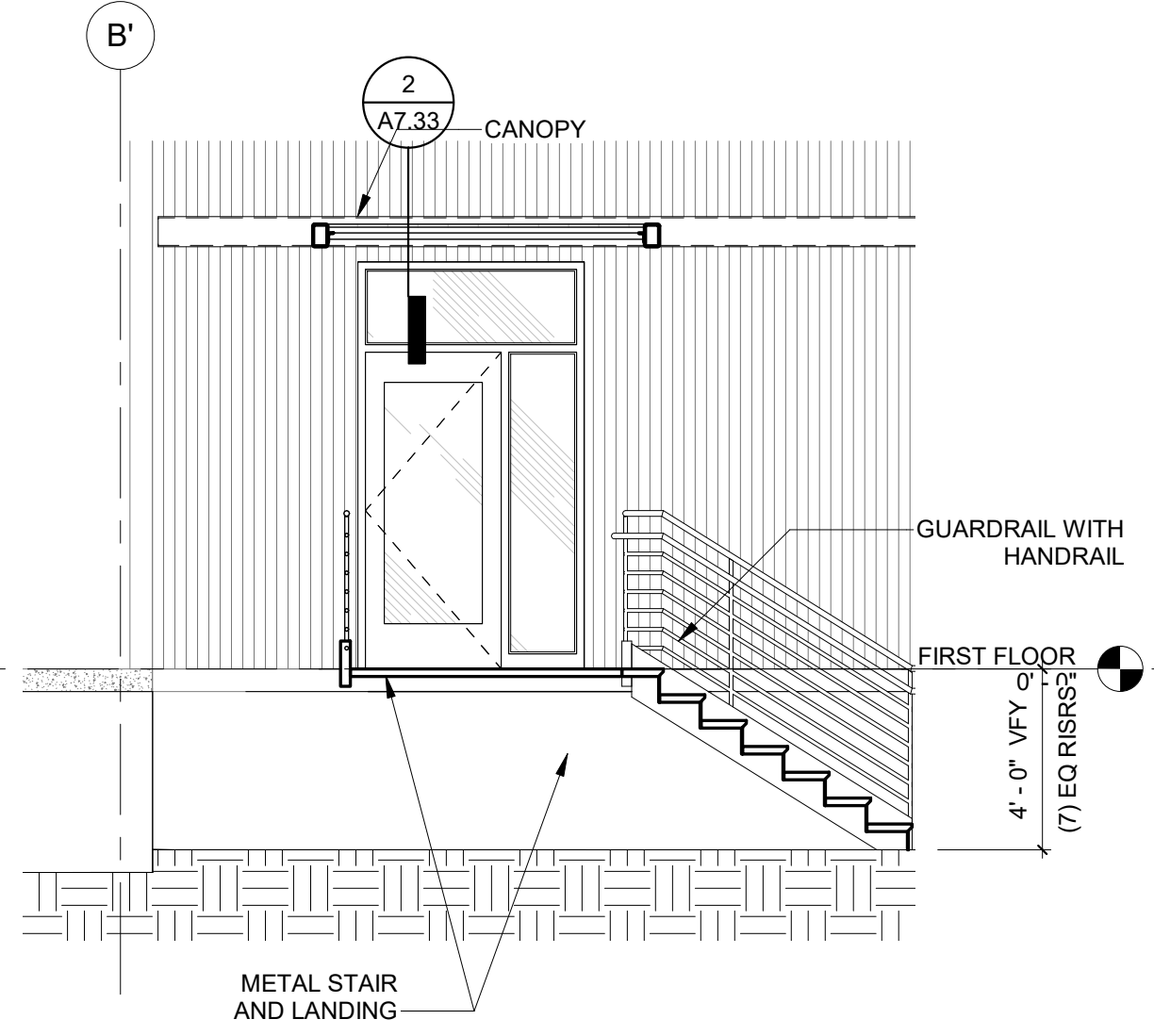
OREGON CITY
PUBLIC WORKS

Job Number: 19112

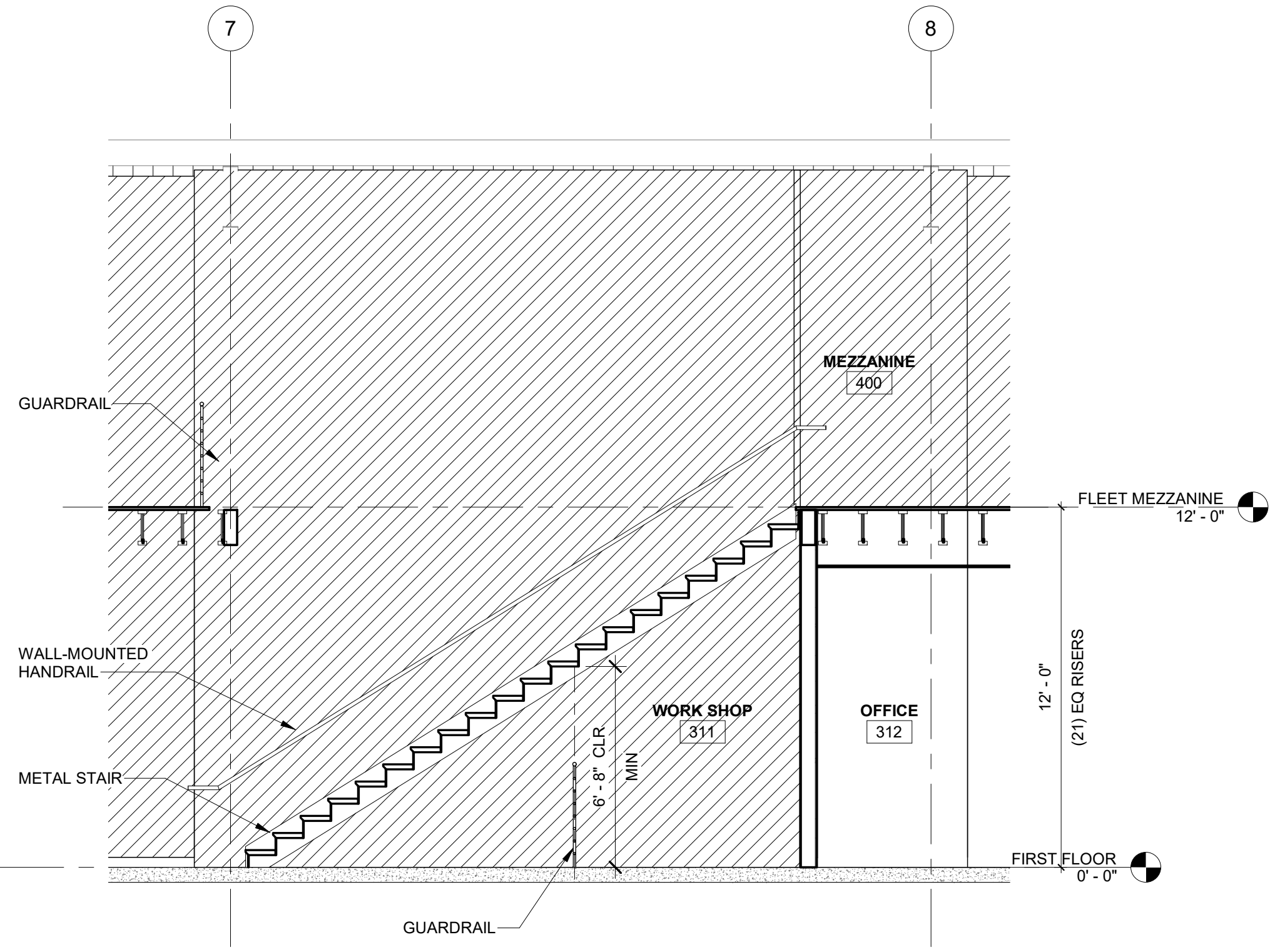
13895 FIR STREET
OREGON CITY, OR 97045



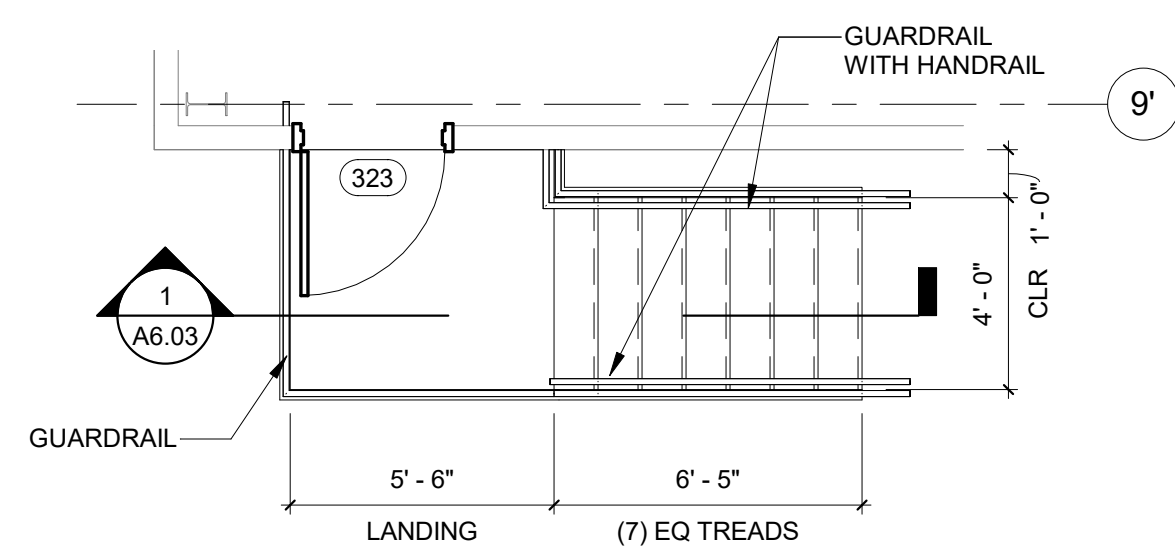
1 SECTION-STORAGE STAIR
1/4" = 1'-0"



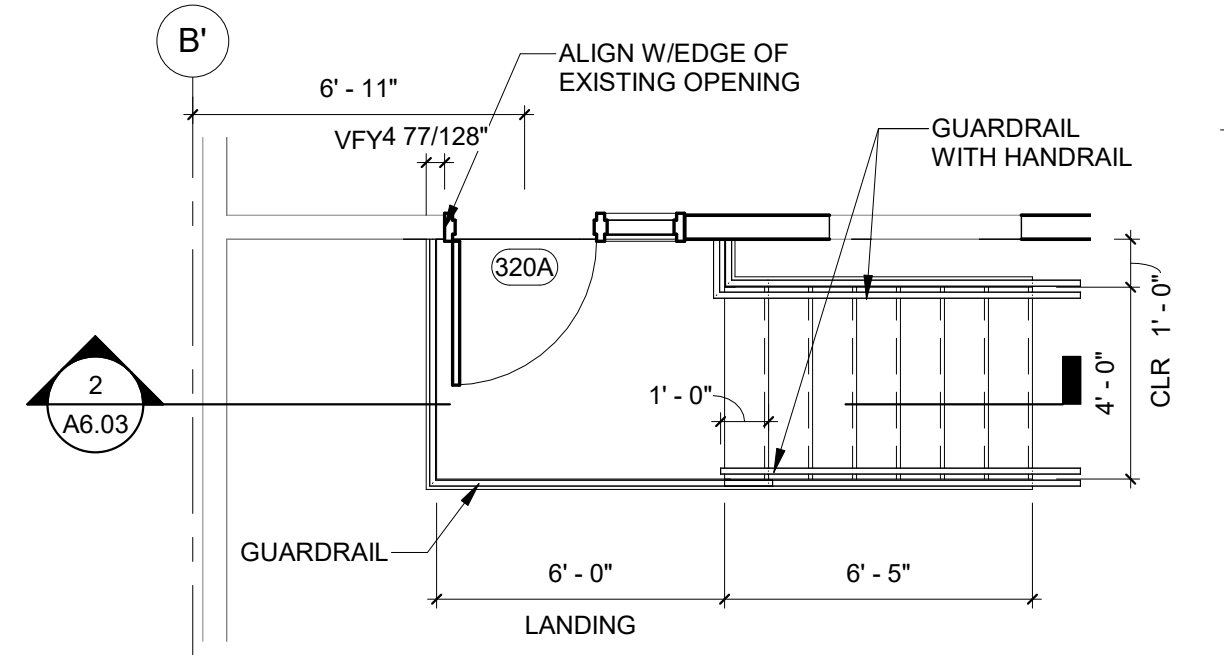
2 SECTION-LOADING DOCK STAIR
1/4" = 1'-0"



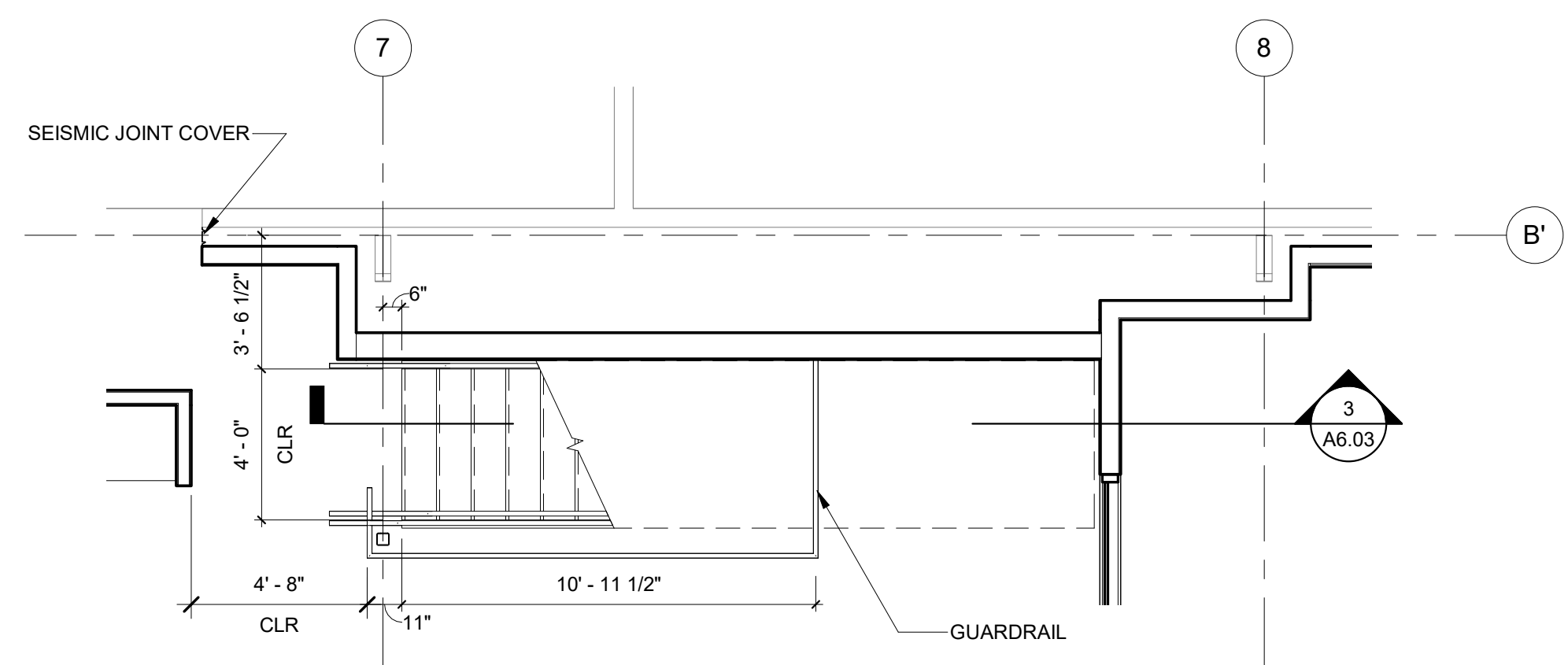
3 SECTION-MEZZ STAIR
1/4" = 1'-0"



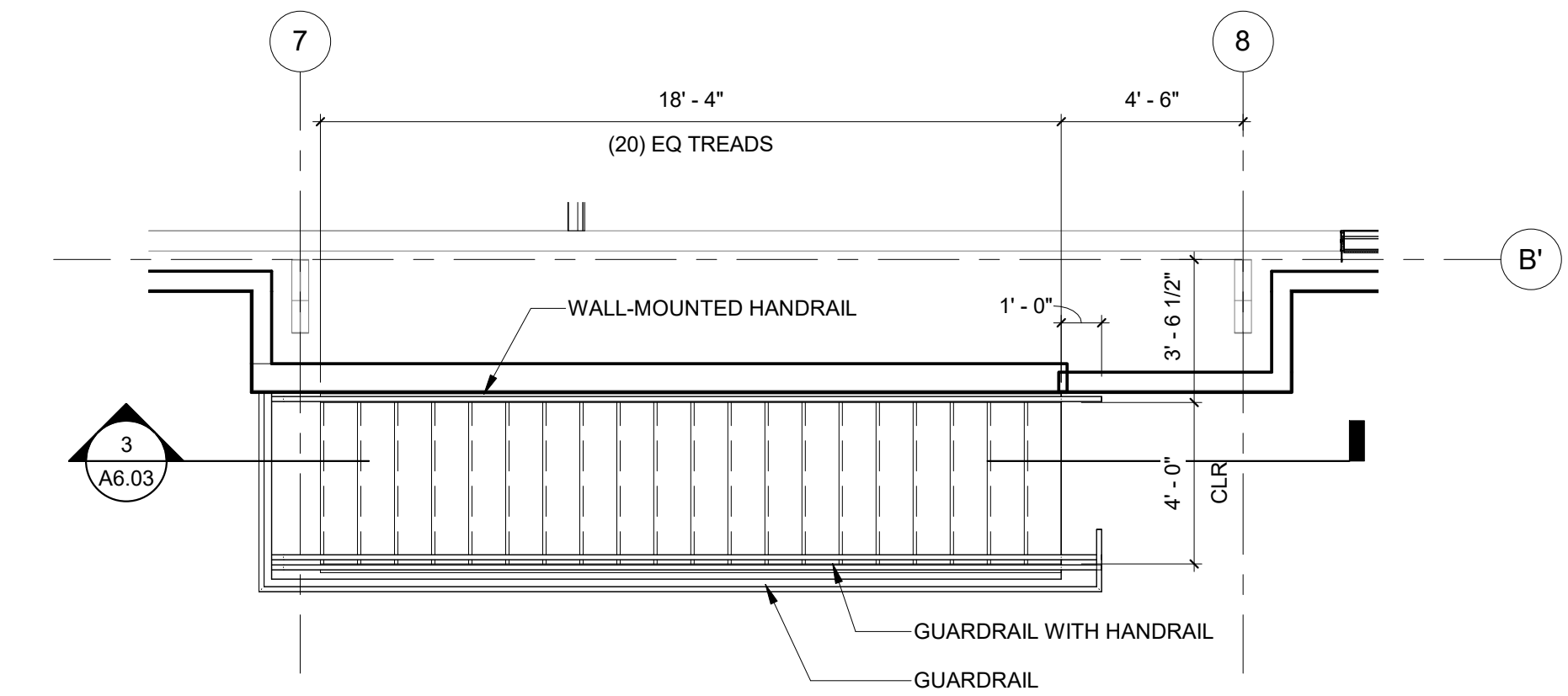
4 FLOOR PLAN-STORAGE STAIR
1/4" = 1'-0"



5 FLOOR PLAN-LOADING DOCK STAIR
1/4" = 1'-0"



6 FLOOR PLAN-MEZZ STAIR FIRST FLOOR
1/4" = 1'-0"



7 FLOOR PLAN-MEZZ STAIR
1/4" = 1'-0"

PERMIT SET JUL 10, 2020

ISSUE DATE

Drawing:

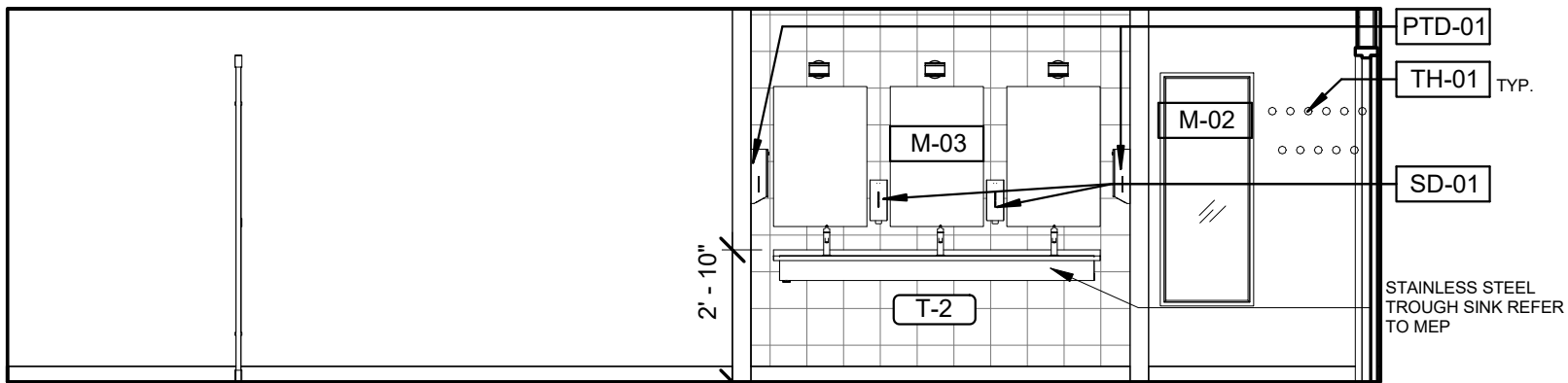
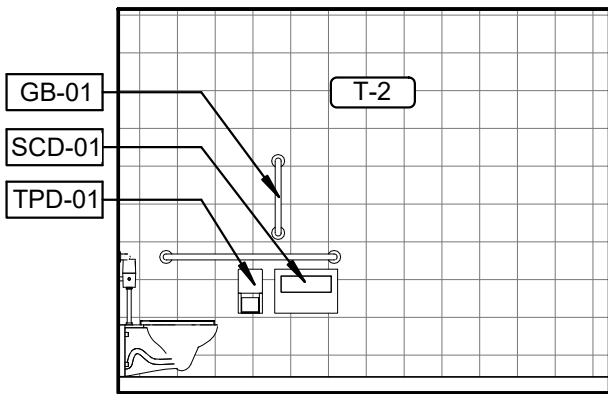
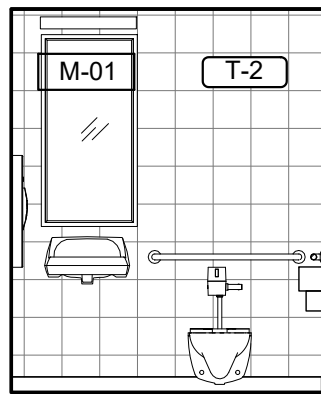
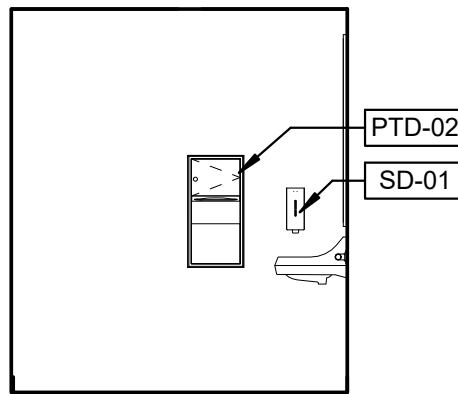
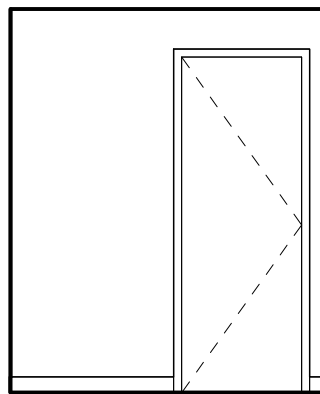
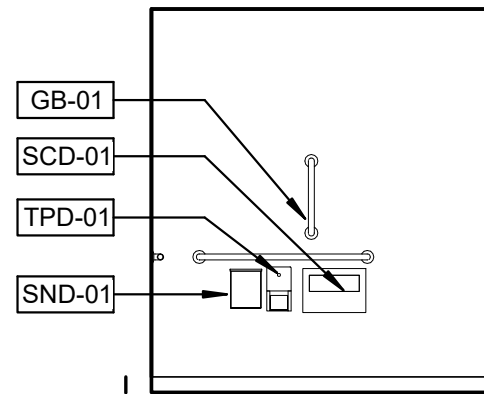
ENLARGED STAIR
PLANS & SECTIONS

Sheet No:

A6.03

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1 102 TOILET - N
1/4" = 1'-0"

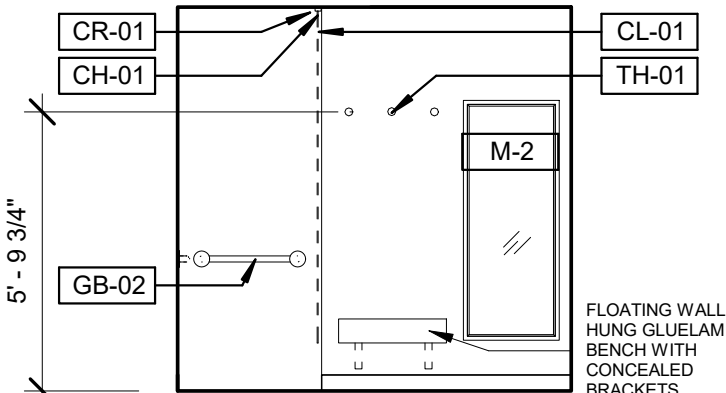
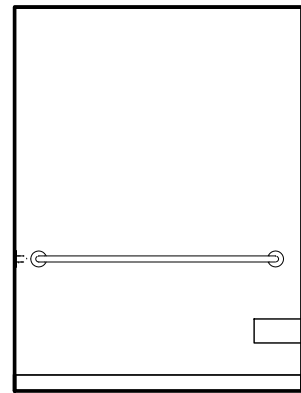
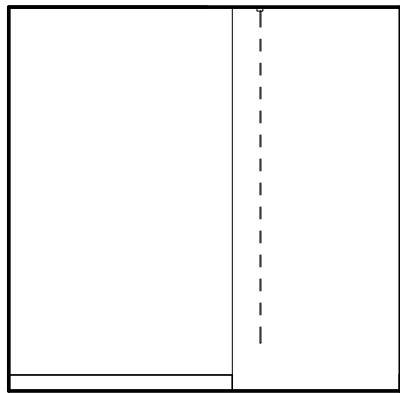
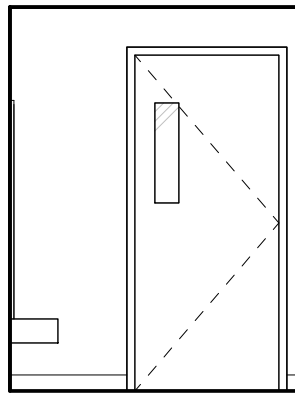
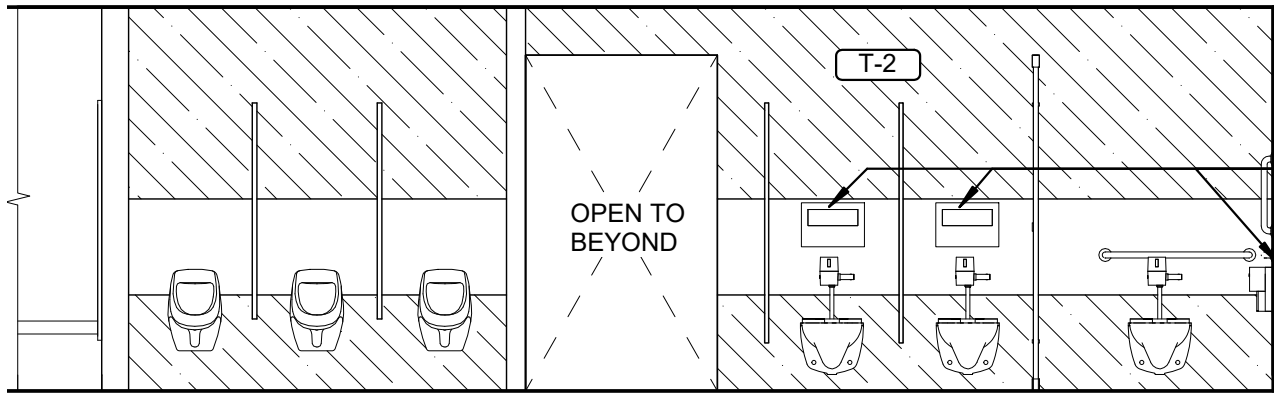
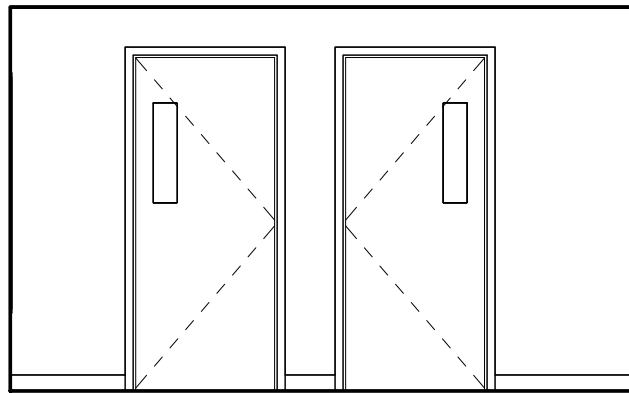
2 102 TOILET - E
1/4" = 1'-0"

3 102 TOILET - S
1/4" = 1'-0"

4 102 TOILET - W
1/4" = 1'-0"

5 130 MENS - N
1/4" = 1'-0"

6 130 MENS - E
1/4" = 1'-0"



7 130 MENS - S
1/4" = 1'-0"

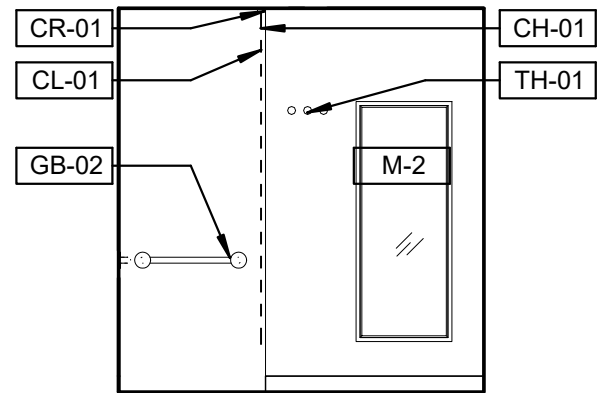
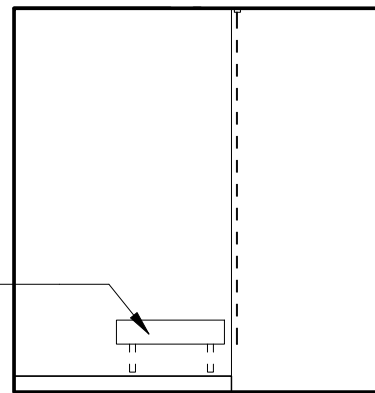
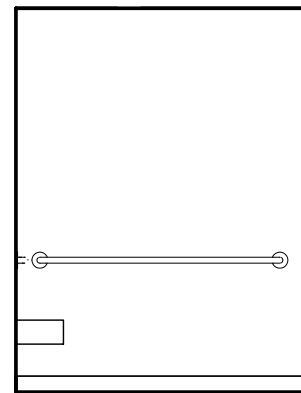
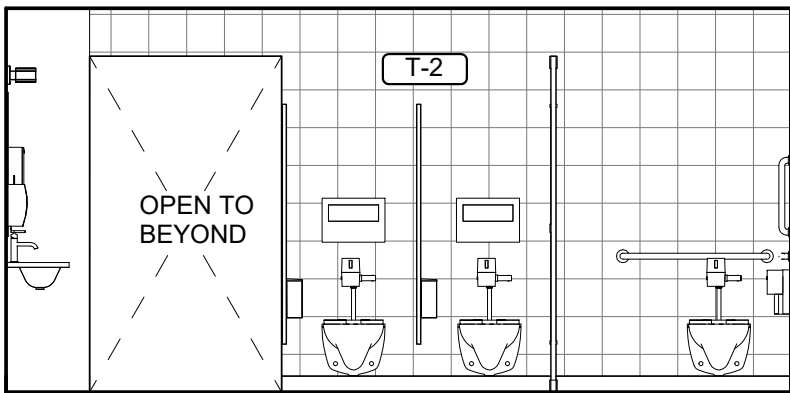
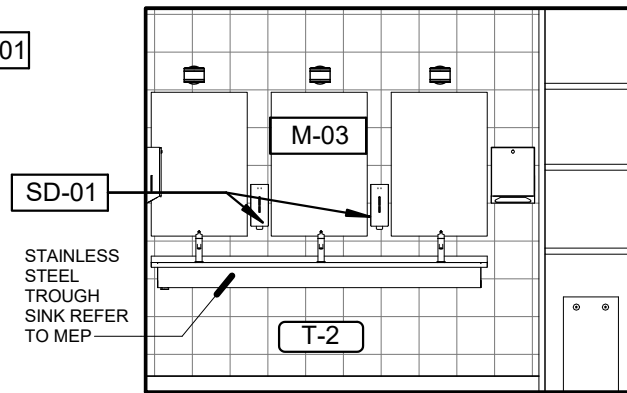
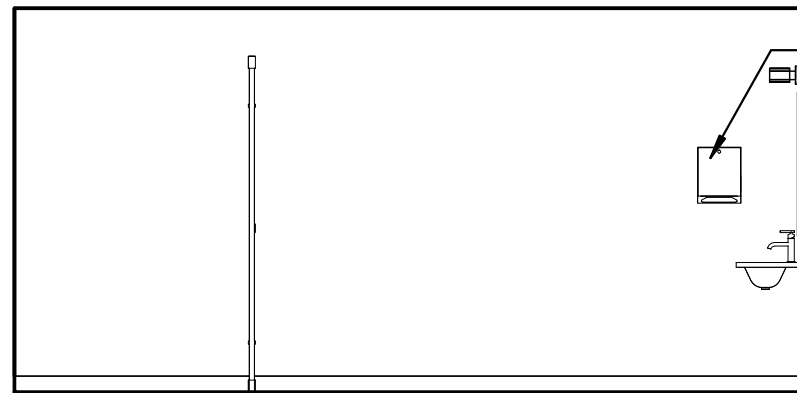
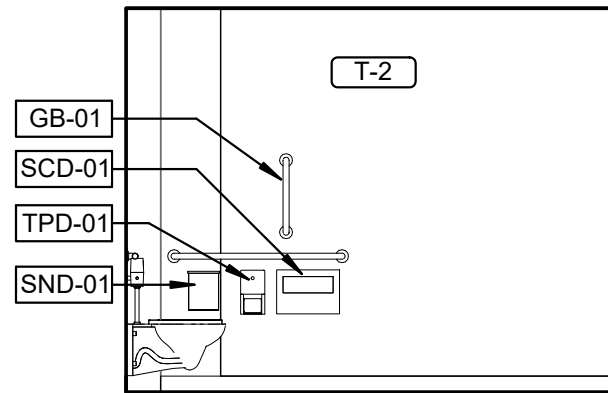
8 130 MENS - W
1/4" = 1'-0"

9 132 M SHWR TYP - N
1/4" = 1'-0"

10 132 M SHWR TYP - E
1/4" = 1'-0"

11 132 M SHWR TYP - S
1/4" = 1'-0"

12 132 M SHWR TYP - W
1/4" = 1'-0"



13 140 WOMENS - N
1/4" = 1'-0"

14 140 WOMENS - E
1/4" = 1'-0"

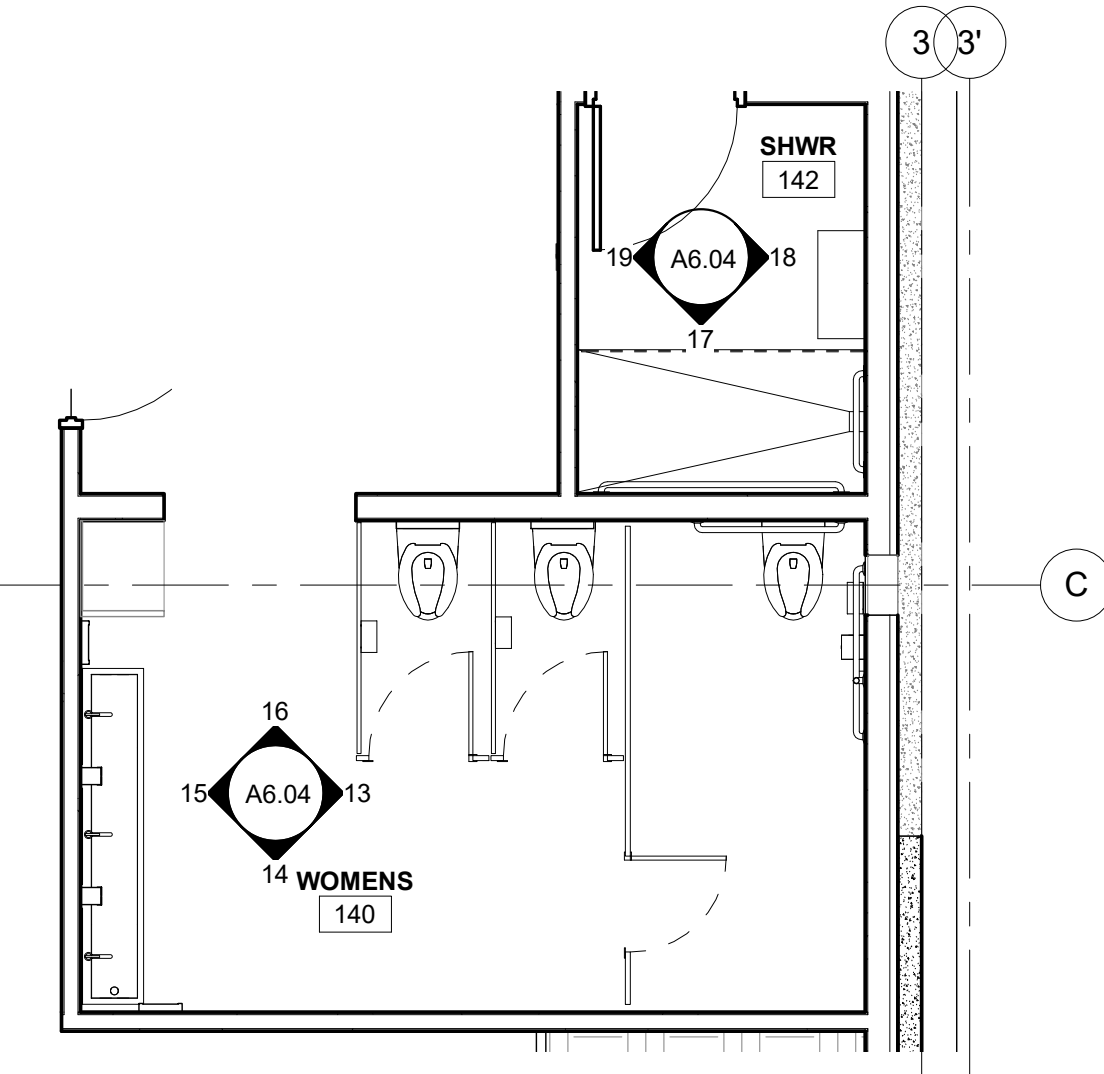
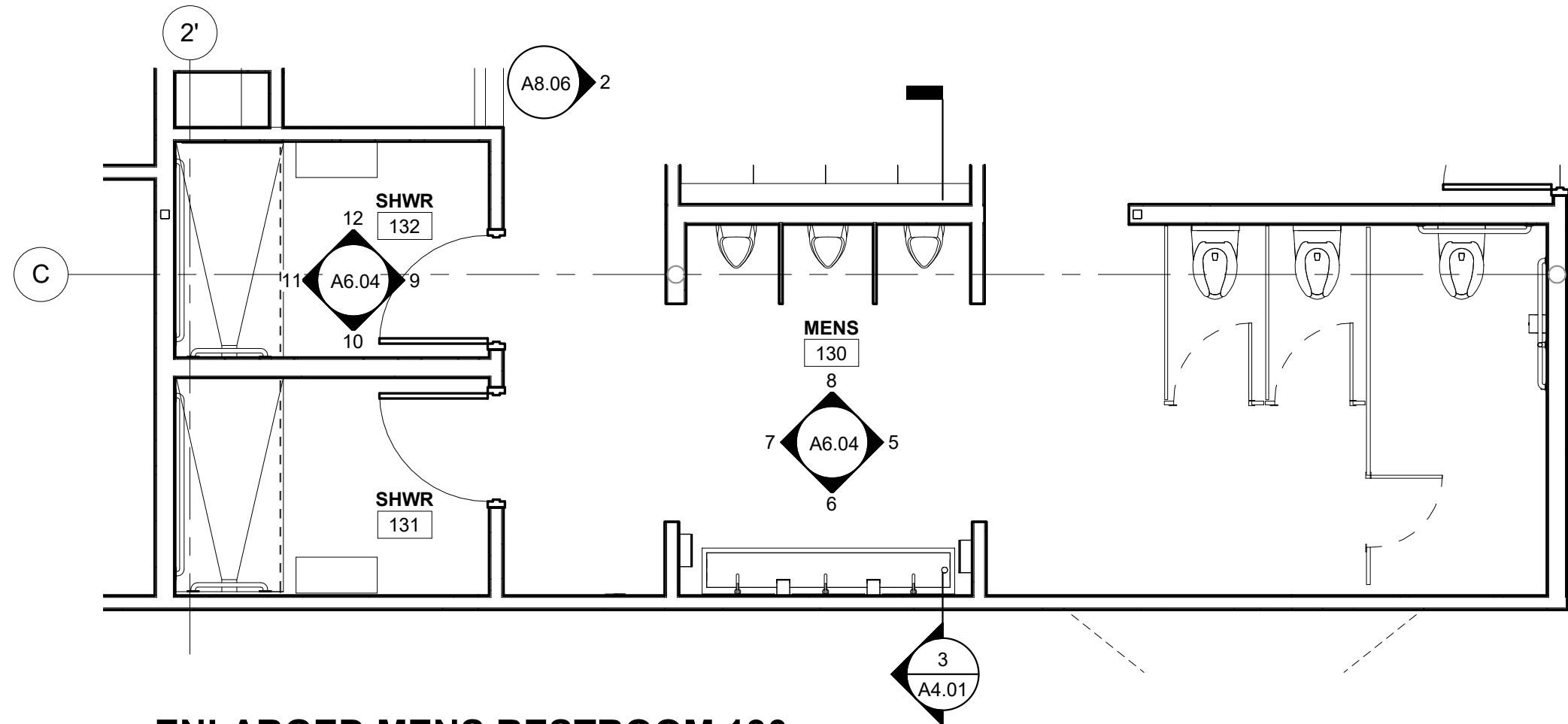
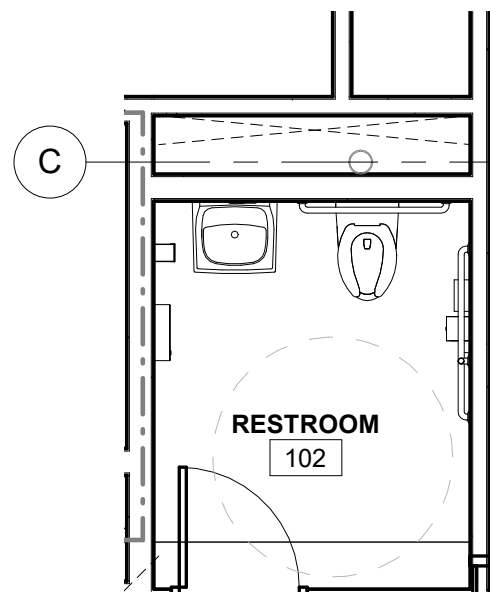
15 140 WOMENS - S
1/4" = 1'-0"

16 140 WOMENS - W
1/4" = 1'-0"

17 142 SHWR - E
1/4" = 1'-0"

18 142 SHWR - N
1/4" = 1'-0"

19 142 SHWR - S
1/4" = 1'-0"



20 LOBBY RESTROOM
1/4" = 1'-0"

21 ENLARGED MENS RESTROOM 130
1/4" = 1'-0"

22 ENLARGED WOMENS RESTROOM 140
1/4" = 1'-0"

TOILET ACCESSORY SCHEDULE

	DESCRIPTION	MANUFACTURER	MODEL	FINISH	DIMENSIONS
TPD-01	TOILET PAPER DISPENSER	BOBRICK	B-2888	STAINLESS	11" X 6 1/16"
PTD-01	SURFACE-MOUNTED PAPER TOWEL DISPENSER	BOBRICK	B-3699	STAINLESS	28" x 14"
PTD-02	SURFACE-MOUNTED PAPER TOWEL DISPENSER/ WASTE RECEPTACLE	BOBRICK	B-3699	STAINLESS	28" x 14"
GB-01	GRAB BARS	BOBRICK	B-5806	STAINLESS	SEE DWGS
M-01	MIRROR	BOBRICK	B-165-2448	STAINLESS	SEE DWGS
M-02	TALL LOCKER ROOM MIRROR	BOBRICK	B-165-2460	STAINLESS	2' X 5'
M-03	LOCKER ROOM BATHROOM MIRROR	BOBRICK	B-1556-2436	STAINLESS	24" X 36"
SND-01	SANITARY NPKN DISPOSAL	BOBRICK	B-270	SATIN	7" x 10"
SCD-01	SEAT COVER DISPENSER	BOBRICK	B-221	SATIN	11" x 16"
SD-01	SOAP DISPENSER - WALL	GLOBAL INDUSTRIAL	SF0802-09	STAINLESS	4" X 10"

	DESCRIPTION	MANUFACTURER	MODEL	FINISH	DIMENSIONS
TH-01	TOWEL HOOK	BOBRICK	B-6717	SATIN	2" x 2" x 2"
CR-01	CURTAIN ROD	BOBRICK	B-207X72	STAINLESS	72" X 1" DIAM
CL-01	GAMCO SHOWER CURTAIN LINER	BOBRICK	100SC	WHITE	72" X 72"
CH-01	GAMCO CURTAIN HOOK	BOBRICK	100CHSS	STAINLESS	1 5/8" X2 5/8"
GB-02	SHOWER GRAB BARS	BOBRICK	B-	STAINLESS	XXX

NOTES
A. CONTRACTOR TO PROVIDE BLOCKING AS REQUIRED FOR ALL ACCESSORIES.
B. CONTRACTOR TO ROUTE UTILITIES IN WALL TO AVOID ALL RECESSED ACCESSORIES.
C. SEE TYPICAL MOUNTING HEIGHT DIAGRAMS AND INTERIOR ELEVATIONS FOR ADDITIONAL INFORMATION.

GENERAL SHEET NOTES

- ALL WALLS TO BE GYPSUM BOARD, PAINTED P-1, UNLESS NOTED OTHERWISE.
- VERIFY ALL EQUIPMENT DIMENSIONS AND MOUNTING / BACKING REQUIREMENTS PER MANUFACTURER'S SPECIFICATIONS. COORDINATE WORK TO ENSURE PROPER AND ADEQUATE PROVISIONS OF ALL REQUIRED UTILITY SIZING AND LOCATION, AND FOR INSTALLATION AND ANCHORAGE OF EQUIPMENT.
- WOOD-LOOK AND PLASTIC LAMINATE WITH PATTERN OR GRAIN DIRECTION TO RUN VERTICALLY ON VERTICAL SURFACES UNLESS NOTED OTHERWISE.
- INSTALL GROMMET HOLES IN COUNTERTOP ABOVE ALL ELECTRICAL AND DATA DEVICES. COORDINATE LOCATIONS W/ OWNER AND ARCHITECT IN FIELD.
- PROVIDE BACKING AT UPPER CABINETS, FULL HEIGHT CABINETS, ACCESSORIES, VISUAL DISPLAY BOARDS, WALL MOUNTED SHELVING AND ANY WALL-MOUNTED EQUIPMENT INCLUDING THOSE PROVIDED BY OWNER.
- PROVIDE IN-WALL MOUNTING SUPPORTS FOR ALL COUNTERS INSTALLED WITHOUT BASE CABINETS. REF DETAIL 6/A9.11
- REFER TO STANDARD MOUNTING GUIDE FOR ALL REST ROOM FIXTURES A0.10

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OREGON CITY PUBLIC WORKS

Job Number: 19112
13895 FIR STREET
OREGON CITY, OR 97045

PERMIT SET JUL 10, 2020
ISSUE DATE
Drawing:

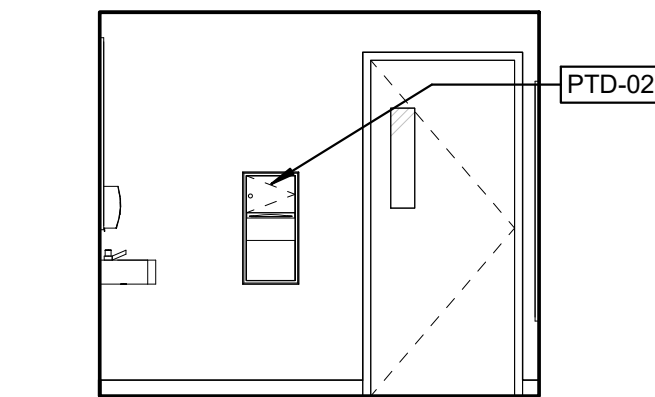
ENLARGED TOILET ROOM PLANS

Sheet No:

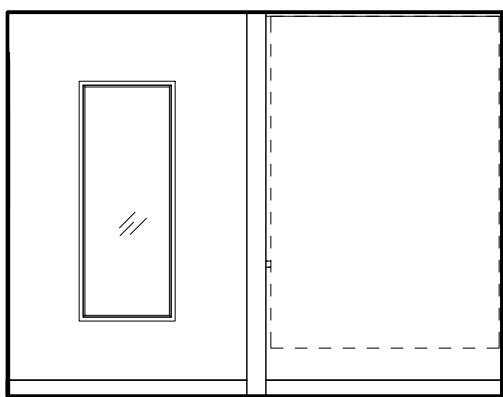
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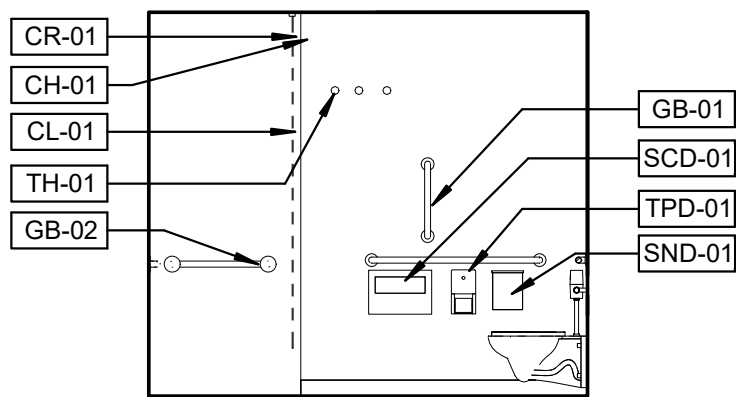
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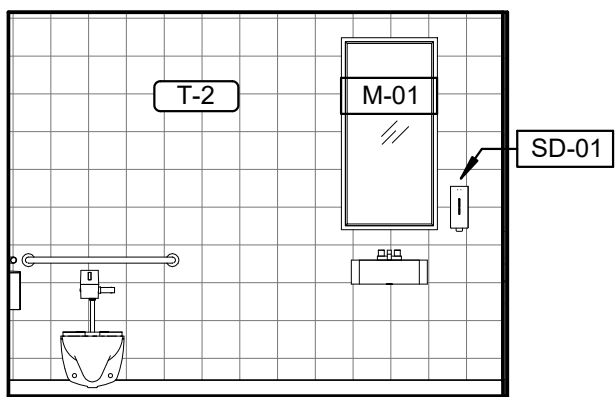
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1/4" = 1'-0"



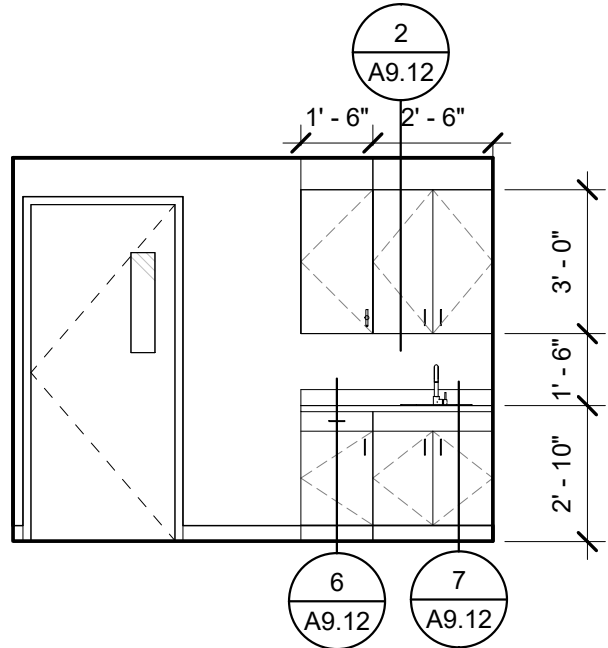
2 134 RESTROOM/SHOWER - E
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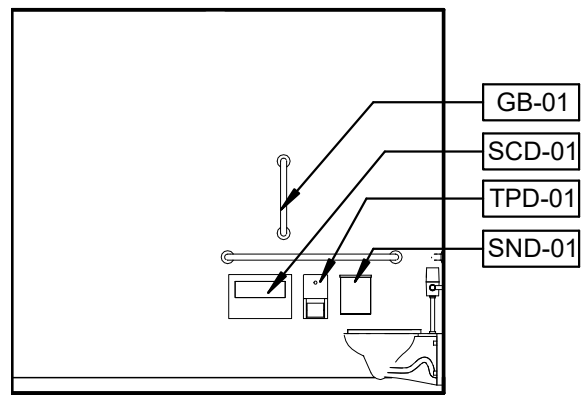
3 134 RESTROOM/SHOWER - S
1/4" = 1'-0"



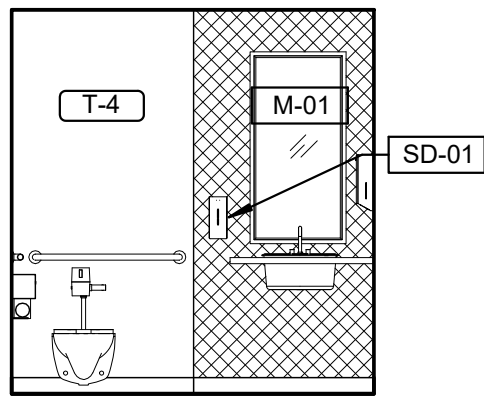
4 134 RESTROOM/SHOWER - W
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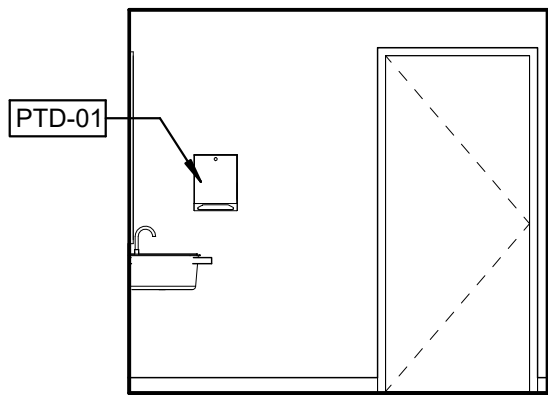
5 226 QUIET ROOM - S
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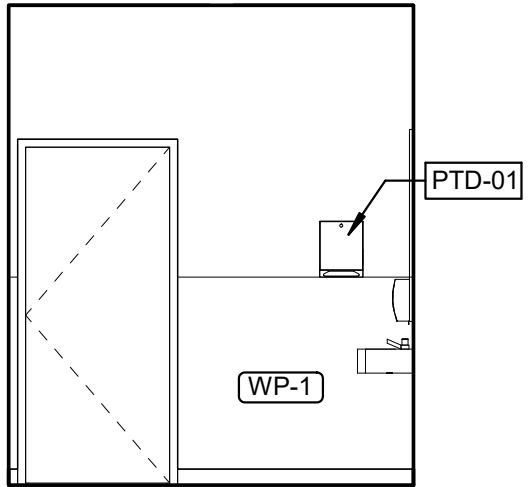
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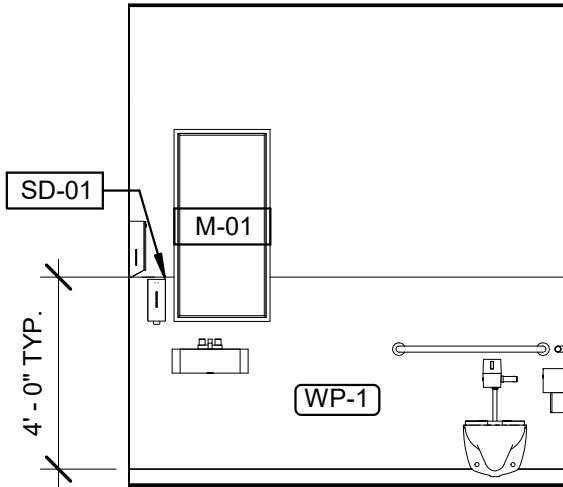
7 221 RR TYP - E
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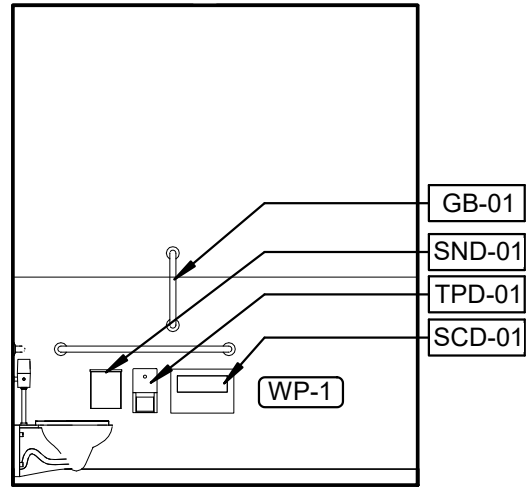
8 221 RR TYP - S
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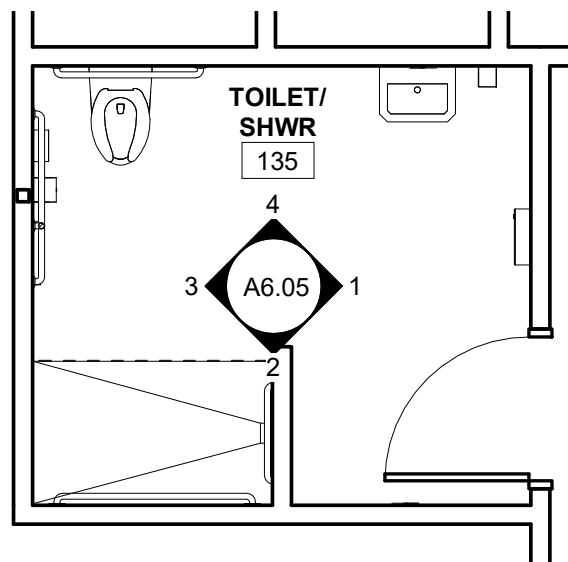
9 314 RESTROOM - N
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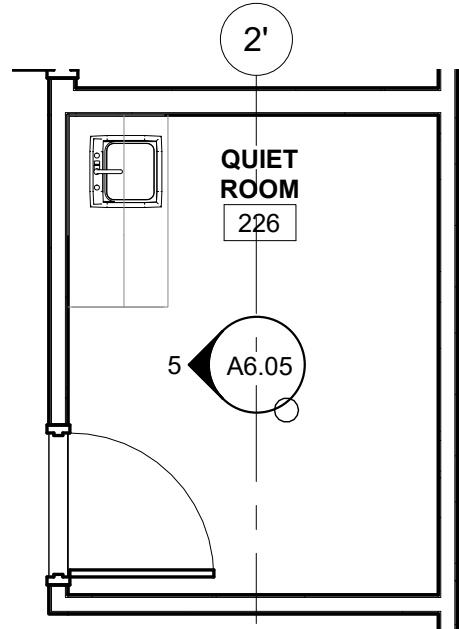
10 314 RESTROOM - E
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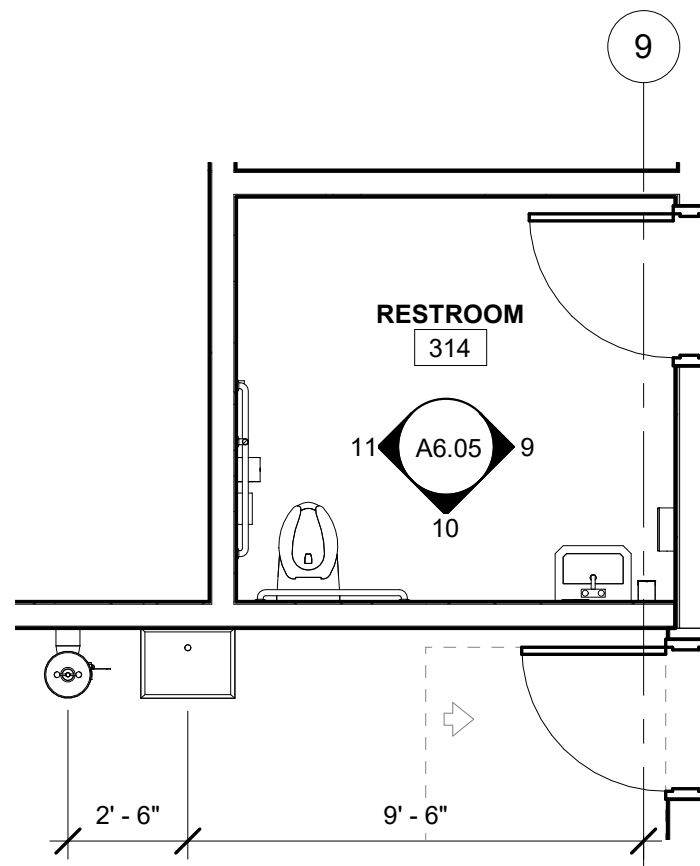
11 314 RESTROOM - S
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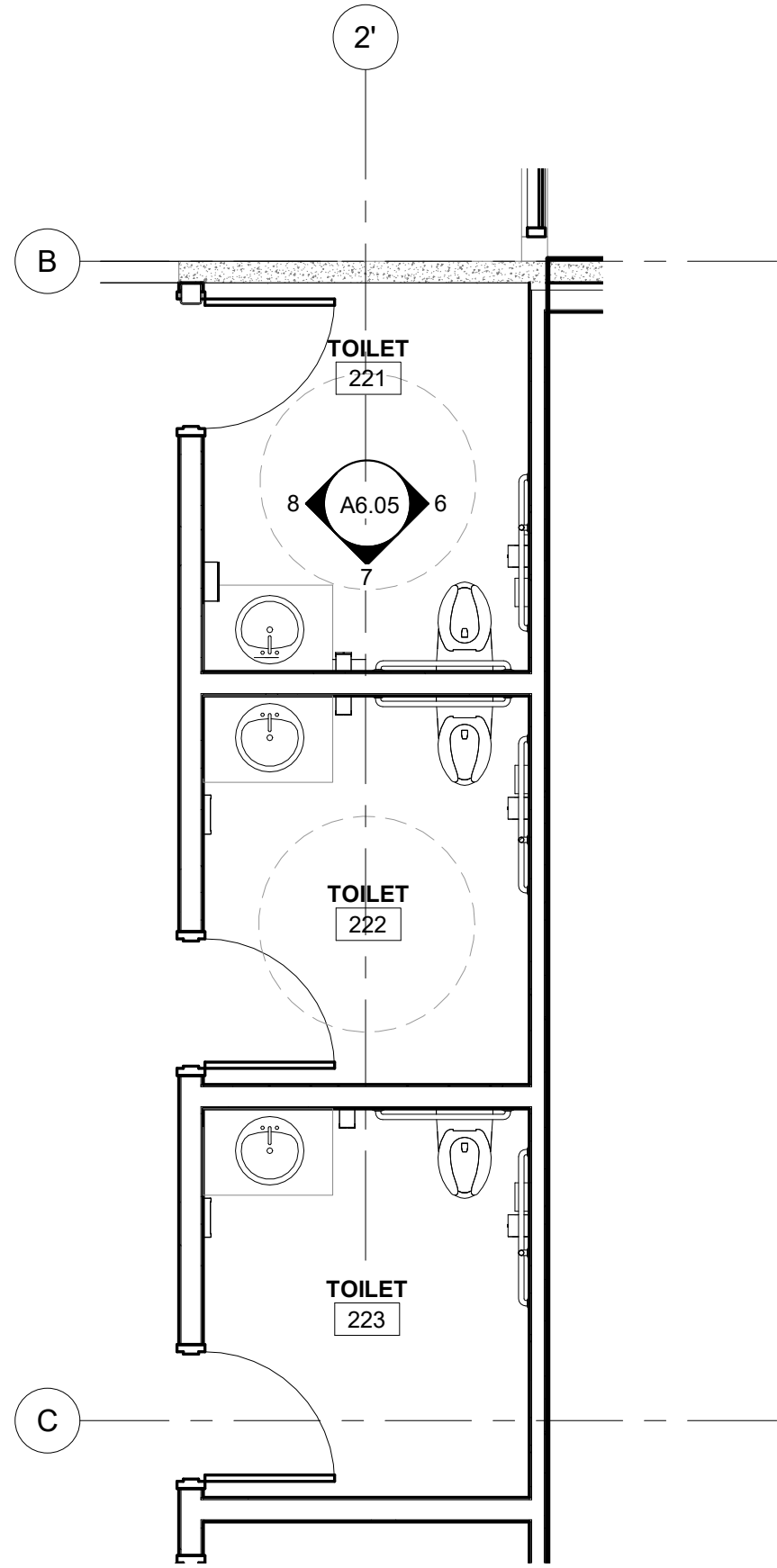
12 134 TOILET SHOWER - LEVEL - 01
1/4" = 1'-0"



133 226 QUITE ROOM - LEVEL 02
1/4" = 1'-0"



14 314 RESTROOM - LEVEL 02 WAREHOUSE
1/4" = 1'-0"



15 RESTROOMS - LEVEL 02
1/4" = 1'-0"

TOILET ACCESSORY SCHEDULE

	DESCRIPTION	MANUFACTURER	MODEL	FINISH	DIMENSIONS
TPD-01	TOILET PAPER DISPENSER	BOBRICK	B-2888	STAINLESS	11" X 6 1/16"
PTD-01	SURFACE-MOUNTED PAPER TOWEL DISPENSER	BOBRICK	B-3699	STAINLESS	28" x 14"
PTD-02	SURFACE-MOUNTED PAPER TOWEL DISPENSER/ WASTE RECEPTACLE	BOBRICK	B-3699	STAINLESS	28" x 14"
GB-01	GRAB BARS	BOBRICK	B-5806	STAINLESS	SEE DWGS
M-01	MIRROR	BOBRICK	B-165-2448	STAINLESS	SEE DWGS
M-02	TALL LOCKER ROOM MIRROR	BOBRICK	B-165-2460	STAINLESS	2' X 5'
M-03	LOCKER ROOM BATHROOM MIRROR	BOBRICK	B-1556-2436	STAINLESS	24" X 36"
SND-01	SANITARY NPKN DISPOSAL	BOBRICK	B-270	SATIN	7" x 10"
SCD-01	SEAT COVER DISPENSER	BOBRICK	B-221	SATIN	11" x 16"
SD-01	SOAP DISPENSER - WALL	GLOBAL INDUSTRIAL	SF0802-09	STAINLESS	4" X 10"

	DESCRIPTION	MANUFACTURER	MODEL	FINISH	DIMENSIONS
TH-01	TOWEL HOOK	BOBRICK	B-6717	SATIN	2" x 2" x 2"
CR-01	CURTAIN ROD	BOBRICK	B-207X72	STAINLESS	72" X 1" DIAM
CL-01	GAMCO SHOWER CURTAIN LINER	BOBRICK	100SC	WHITE	72" X 72"
CH-01	GAMCO CURTAIN HOOK	BOBRICK	100CHSS	STAINLESS	1 5/8" X2 5/8"
GB-02	SHOWER GRAB BARS	BOBRICK	B-	STAINLESS	XXX

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CONSTRUCTION

OREGON CITY PUBLIC WORKS

Job Number: 19112

13895 FIR STREET
OREGON CITY, OR 97045

PERMIT SET JUL 10, 2020

ISSUE DATE

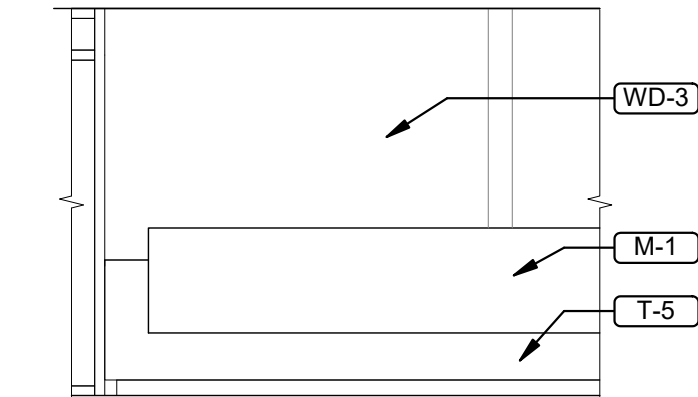
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ENLARGED TOILET
ROOM PLANS

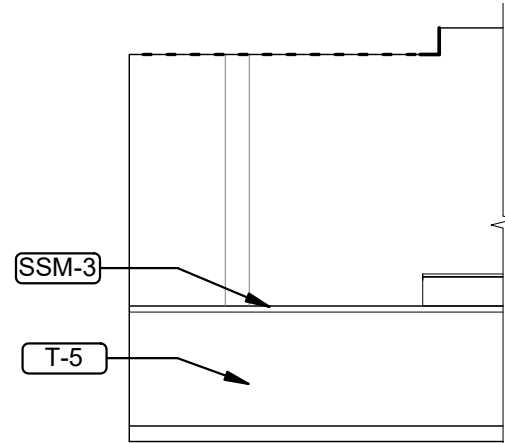
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A6.05

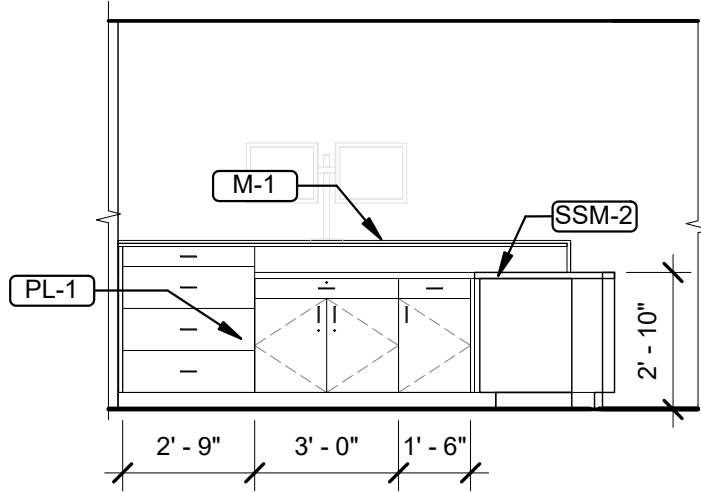
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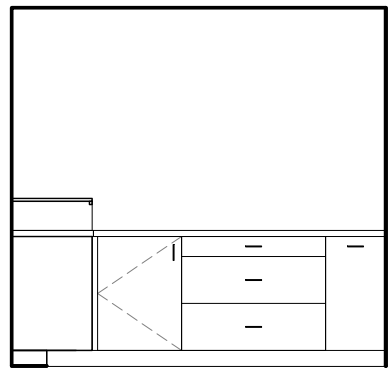
2 101 PUBLIC COUNTER FRONT - N
1/4" = 1'-0"



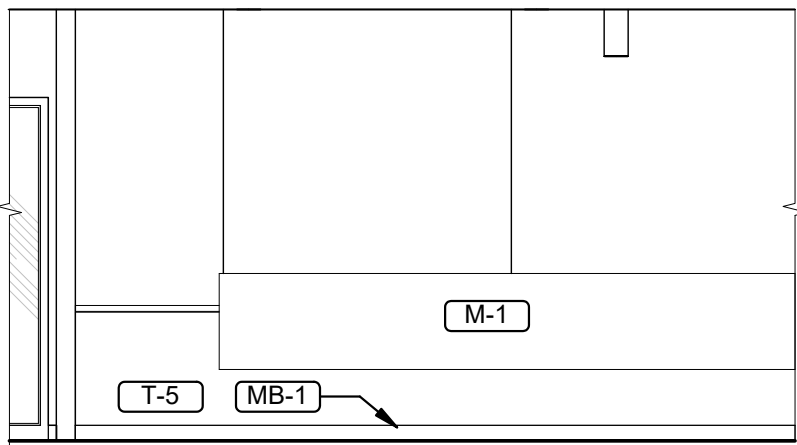
3 101 PUBLIC COUNTER FRONT - E
1/4" = 1'-0"



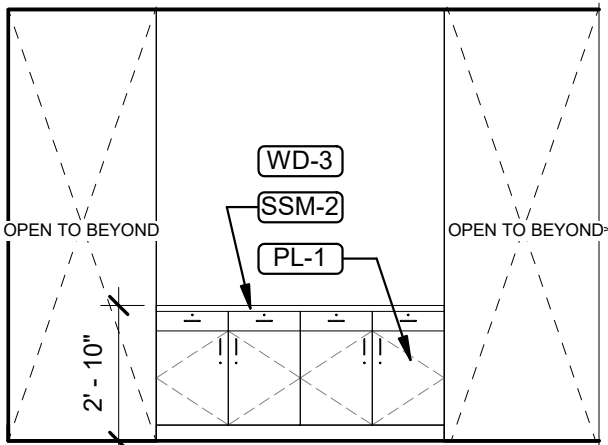
4 101 PUBLIC COUNTER - S
1/4" = 1'-0"



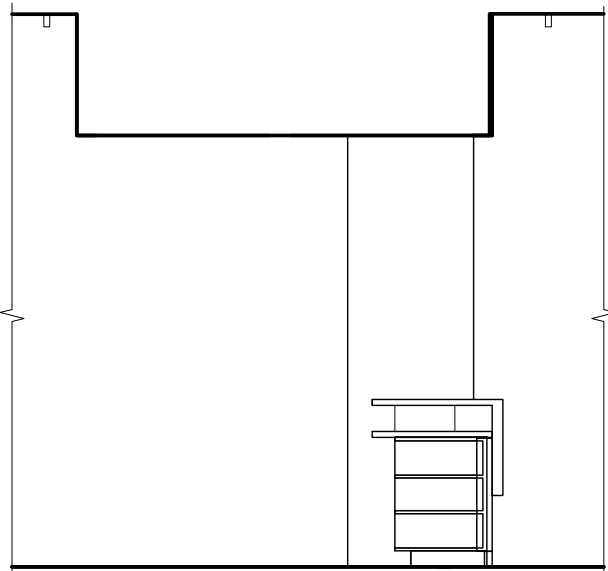
5 101 PUBLIC COUNTER - W
1/4" = 1'-0"



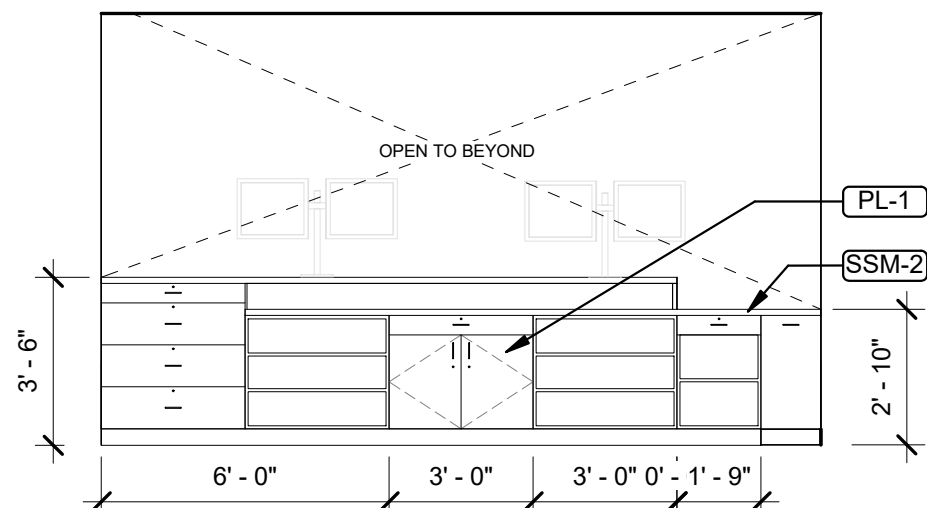
6 202 PUBLIC COUNTER FRONT - N
1/4" = 1'-0"



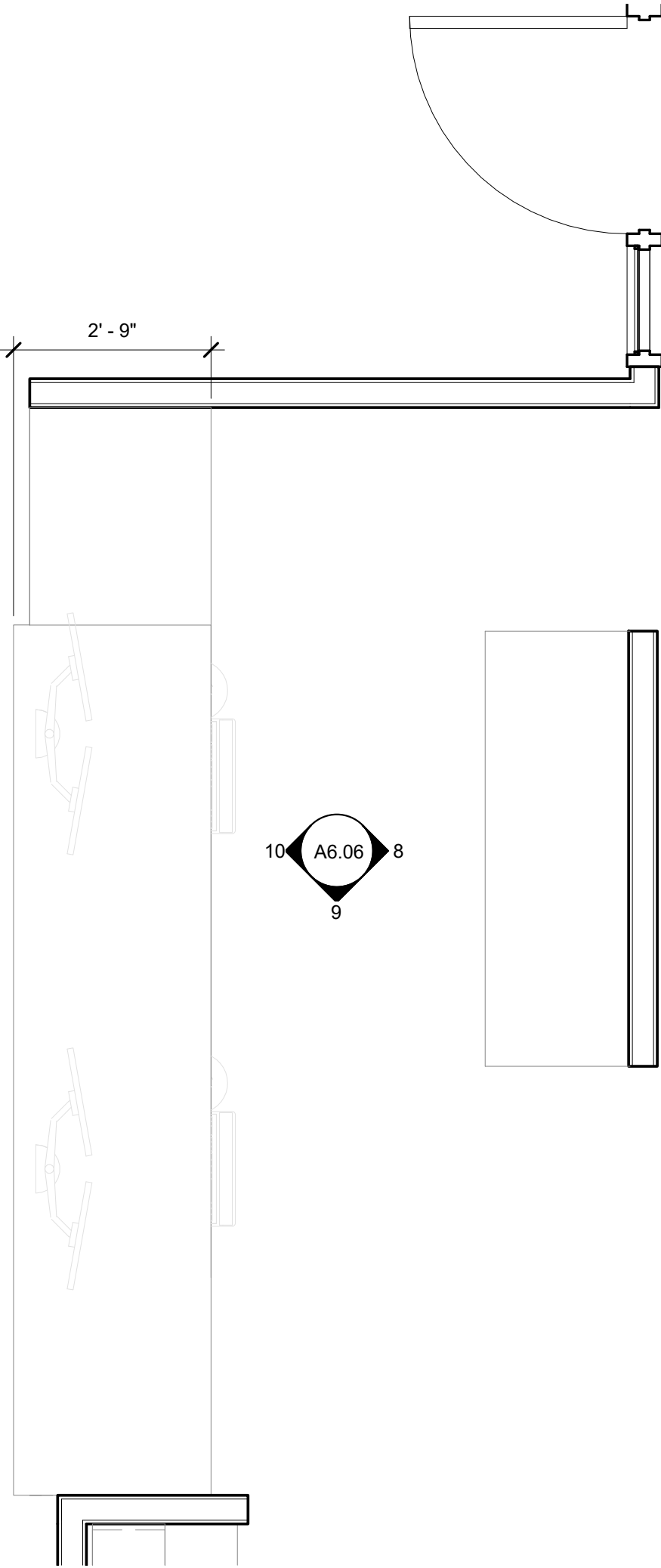
8 202 PUBLIC COUNTER - N
1/4" = 1'-0"



9 202 PUBLIC COUNTER - E
1/4" = 1'-0"



10 202 PUBLIC COUNTER - S
1/4" = 1'-0"



12 202 PUBLIC COUNTER - LEVEL 02
1/2" = 1'-0"

GENERAL SHEET NOTES

- ALL WALLS TO BE GYPSUM BOARD, PAINTED P-1, UNLESS NOTED OTHERWISE.
- VERIFY ALL EQUIPMENT DIMENSIONS AND MOUNTING / BACKING REQUIREMENTS PER MANUFACTURER'S SPECIFICATIONS. COORDINATE WORK TO ENSURE PROPER AND ADEQUATE PROVISIONS OF ALL REQUIRED UTILITY SIZING AND LOCATION, AND FOR INSTALLATION AND ANCHORAGE OF EQUIPMENT.
- WOOD-LOOK AND PLASTIC LAMINATE WITH PATTERN OR GRAIN DIRECTION TO RUN VERTICALLY ON VERTICAL SURFACES UNLESS NOTED OTHERWISE.
- INSTALL GROMMET HOLES IN COUNTERTOP ABOVE ALL ELECTRICAL AND DATA DEVICES. COORDINATE LOCATIONS W/ OWNER AND ARCHITECT IN FIELD.
- PROVIDE BACKING AT UPPER CABINETS, FULL HEIGHT CABINETS, ACCESSORIES, VISUAL DISPLAY BOARDS, WALL MOUNTED SHELVING AND ANY WALL-MOUNTED EQUIPMENT INCLUDING THOSE PROVIDED BY OWNER. PROVIDE IN-WALL MOUNTING SUPPORTS FOR ALL COUNTERS INSTALLED WITHOUT BASE CABINETS. REF DETAIL 6/A9.11.
- REFER TO STANDARD MOUNTING GUIDE FOR ALL REST ROOM FIXTURES A0.10.

Item 7b.

S|E A

SCOTT|EDWARDS ARCHITECTURE LLP.

2525 E Burnside Street, Portland, OR 97214
phone: (503) 226-3617 www.seallp.com

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Job Number: 19112

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CASEWORK PLANS

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GENERAL EXTERIOR
DETAILS

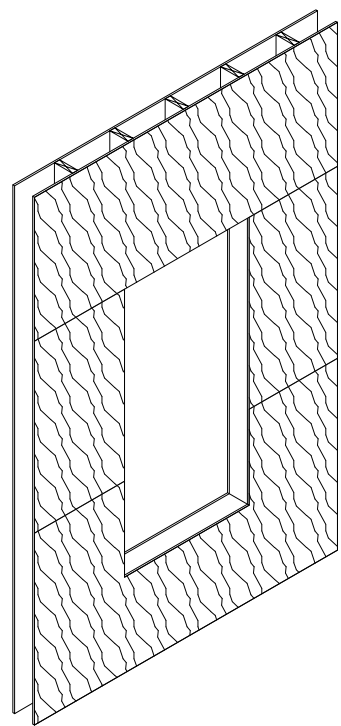
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A7.01

SHEET WRB / NON-FLANGED WINDOW SYSTEM

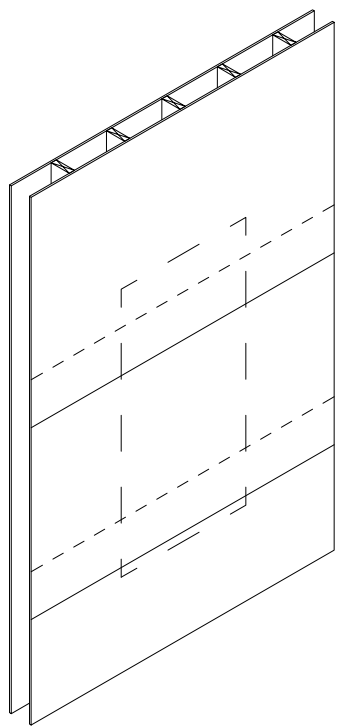
GENERAL NOTES

- A. REFER TO MANUFACTURER'S INSTALLATION INSTRUCTIONS AND DETAILS FOR ADDITIONAL INFORMATION.



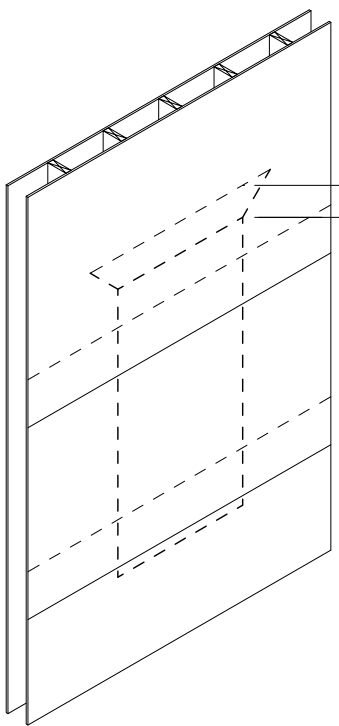
STEP 1
SHEATHING

EXTERIOR SHEATHING



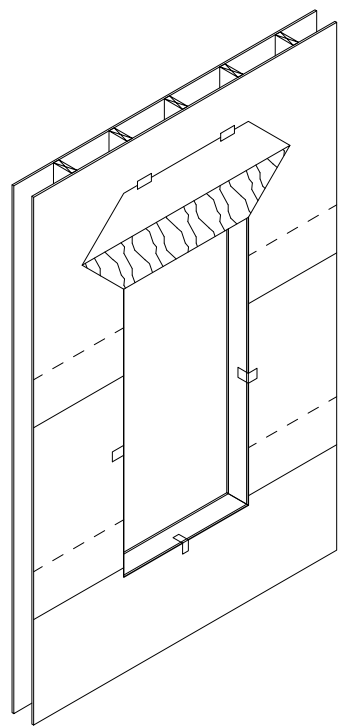
STEP 2
WRB

INSTALL WRB PER MFR RECOMMENDATIONS. SHINGLE LAP FROM BOTTOM TO TOP. SECURE WITH SELF SEALING FASTENERS.



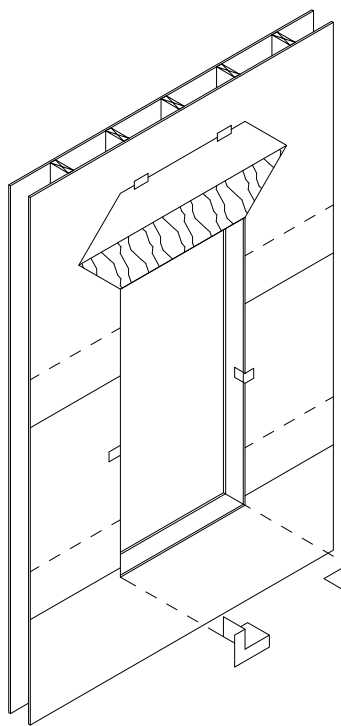
STEP 3
CUT OPENING

CUT WRB AT HEAD OF OPENING 45 DEGREES IN PREPARATION FOR HEAD LAP FLASHING.
CUT WRB USING A SQUARE CUT AROUND THE PERIMETER OF ROUGH OPENING



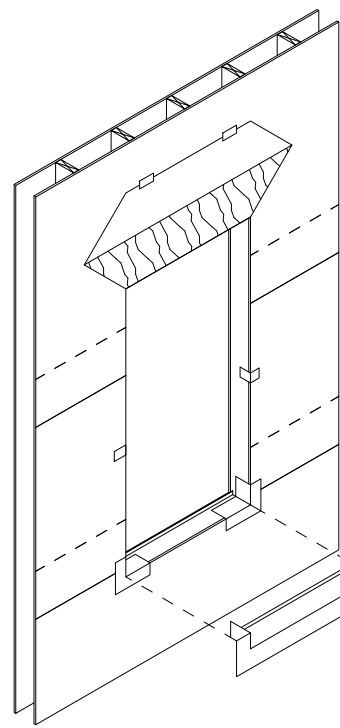
STEP 4
FOLD UP HEAD WRB

FOLD UP HEAD WRB FLAP. TEMPORARILY SECURE IN PLACE.
TEMPORARILY SECURE WRB AT JAMBS AND SILL



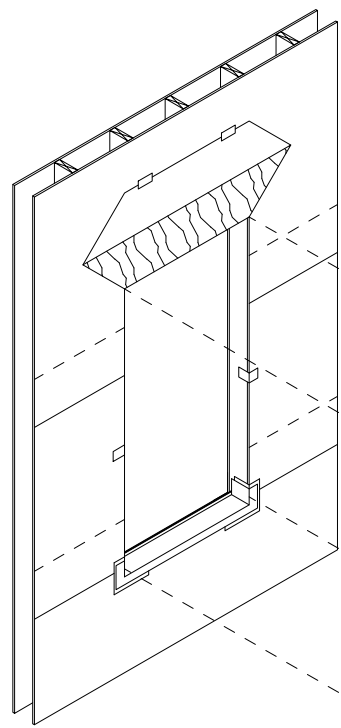
STEP 5
SILL CORNERS

INSTALL PRE-MANUFACTURED CORNER SHIELDS AT SILL CORNERS. SECURE IN PLACE WITH COMPATIBLE ADHESIVE. CAULK EDGES.



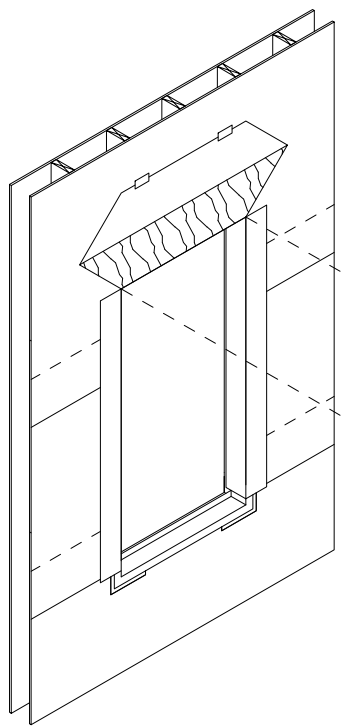
STEP 6
SILL SAM AND BACK DAM

INSTALL FOIL FACE SAM SILL FLASHING OVER WRB, INTO SILL, AND UP BACK DAM. SEAL ALL CORNERS
4" MIN.
6" MIN.



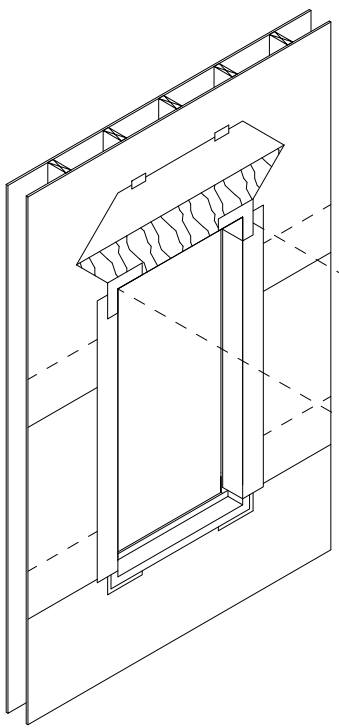
STEP 7
JAMB SAM

INSTALL JAMB SAM. LAP OVER CORNER SHIELDS AND SILL FLASHING.
6" MIN.



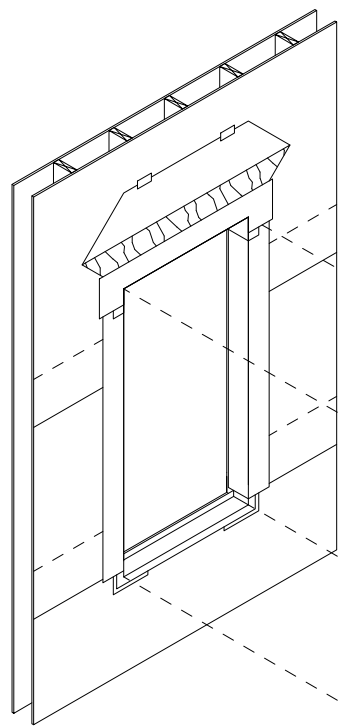
STEP 8
HEAD CORNERS

INSTALL PRE-MANUFACTURED CORNER SHIELDS AT HEAD CORNERS. SECURE IN PLACE WITH COMPATIBLE SPRAY ADHESIVE. CAULK EDGES.



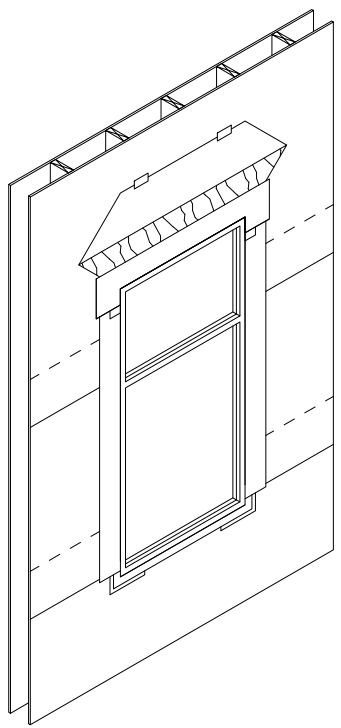
STEP 9
HEAD SAM

INSTALL HEAD SAM. WRAP TO UNDERSIDE OF WINDOW HEAD 3".
9" MIN.



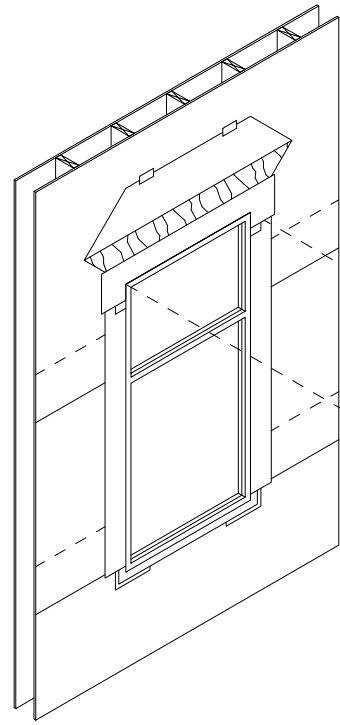
STEP 10
SET WINDOW

INSTALL WINDOW PER MFR RECOMMENDATIONS.



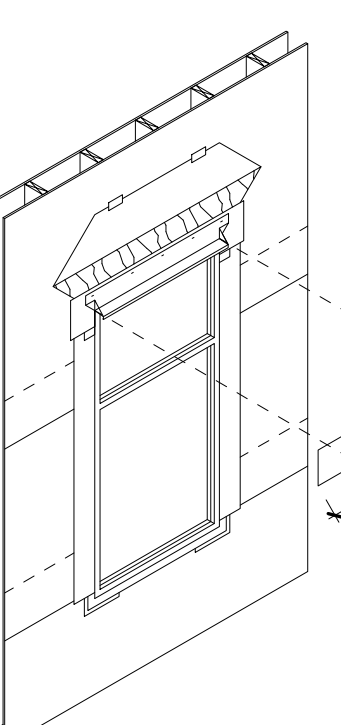
STEP 11
SEALANT

INSTALL BACKER ROD AND SEALANT AT JAMBS AND HEAD ONLY. SILL TO REMAIN OPEN.



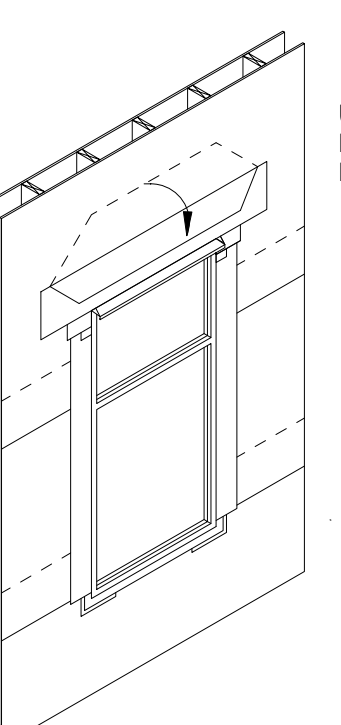
STEP 12
HEAD WINDOW FLASHING

AT WINDOW HEAD, INSTALL MTL HEAD FLASHING W/ END DAMS AT EA END. EXTEND FLASHING THE FULL WIDTH OF WINDOW.
2" TYP.
FOLD END AS SHOWN TO FORM CONTINUOUS END DAM WITH NO CUTS IN MTL.



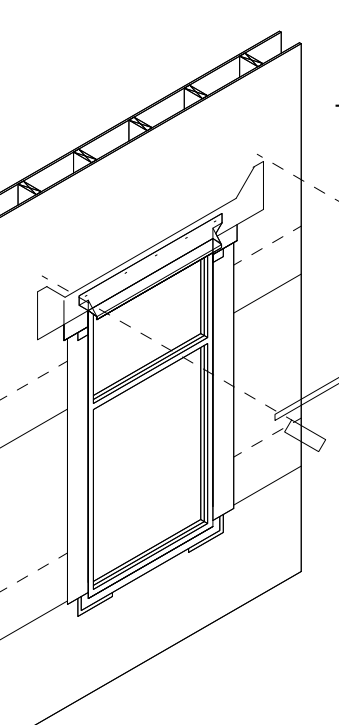
STEP 13
HEAD WINDOW FLASHING SAM

SAM OVER HEAD FLASHING
WINDOW WIDTH + 26"



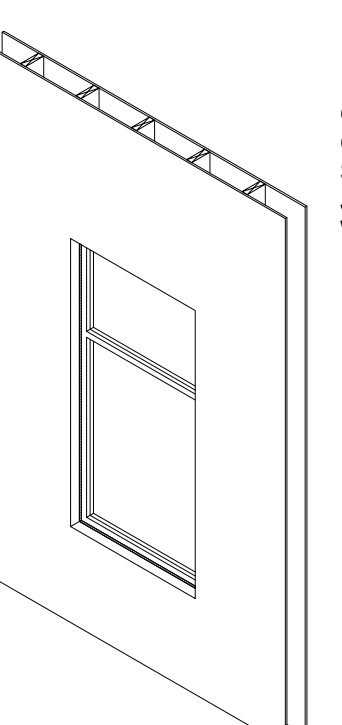
STEP 14
FOLD DOWN HEAD WRB FLAP

UNTAPE HEAD WRB AND FOLD DOWN OVER HEAD FLASHING



STEP 15
TAPE WRB SEAMS

TAPE ALL WRB EDGES



STEP 16
PERMETER AIR SEAL INTERIOR

ONCE WINDOW IS SET, PROVIDE CONTINUOUS PERIMETER BEAD OF SEALANT BETWEEN WINDOW FRAME, JAMB, SILL & HEAD AT INTERIOR OF WINDOW TO PROVIDE AIRTIGHT SEAL.

WINDOW SEQUENCE - NON-FLANGED, SHEET WRB

1/4" = 1'-0"

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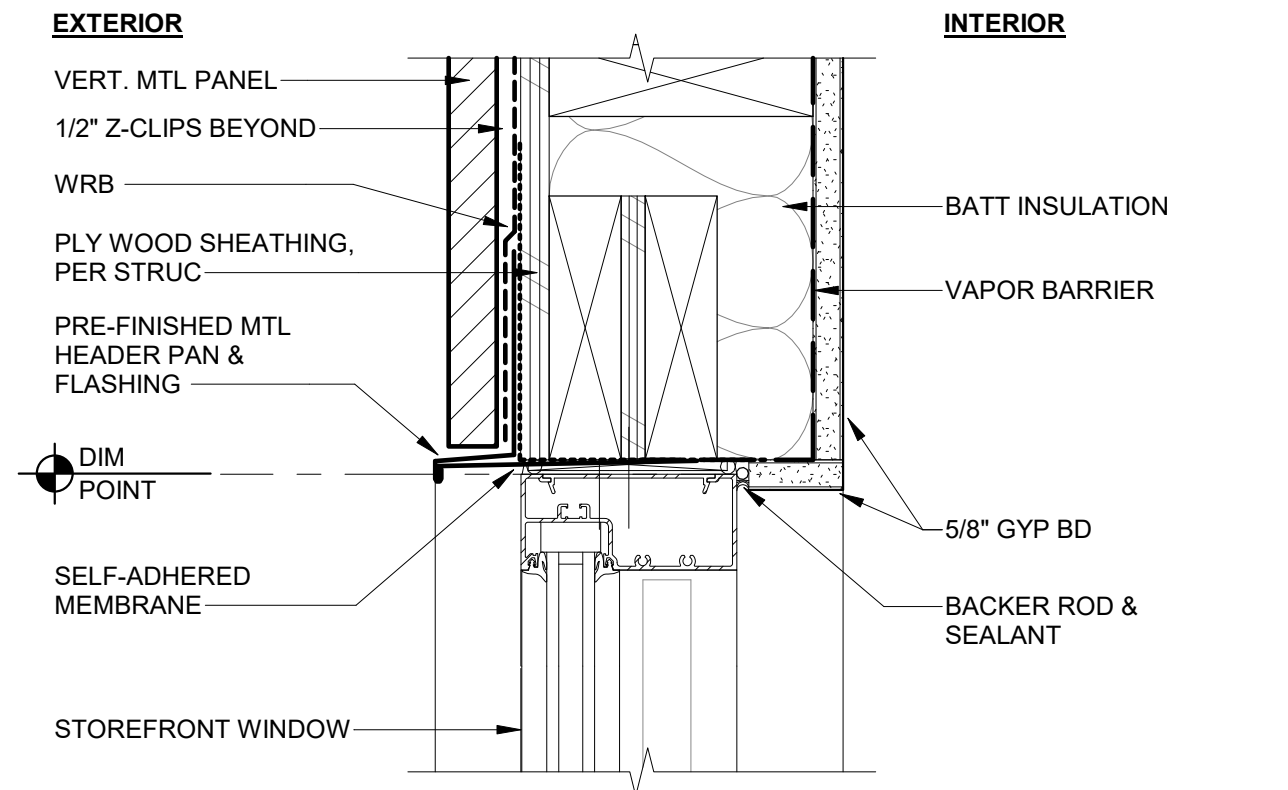
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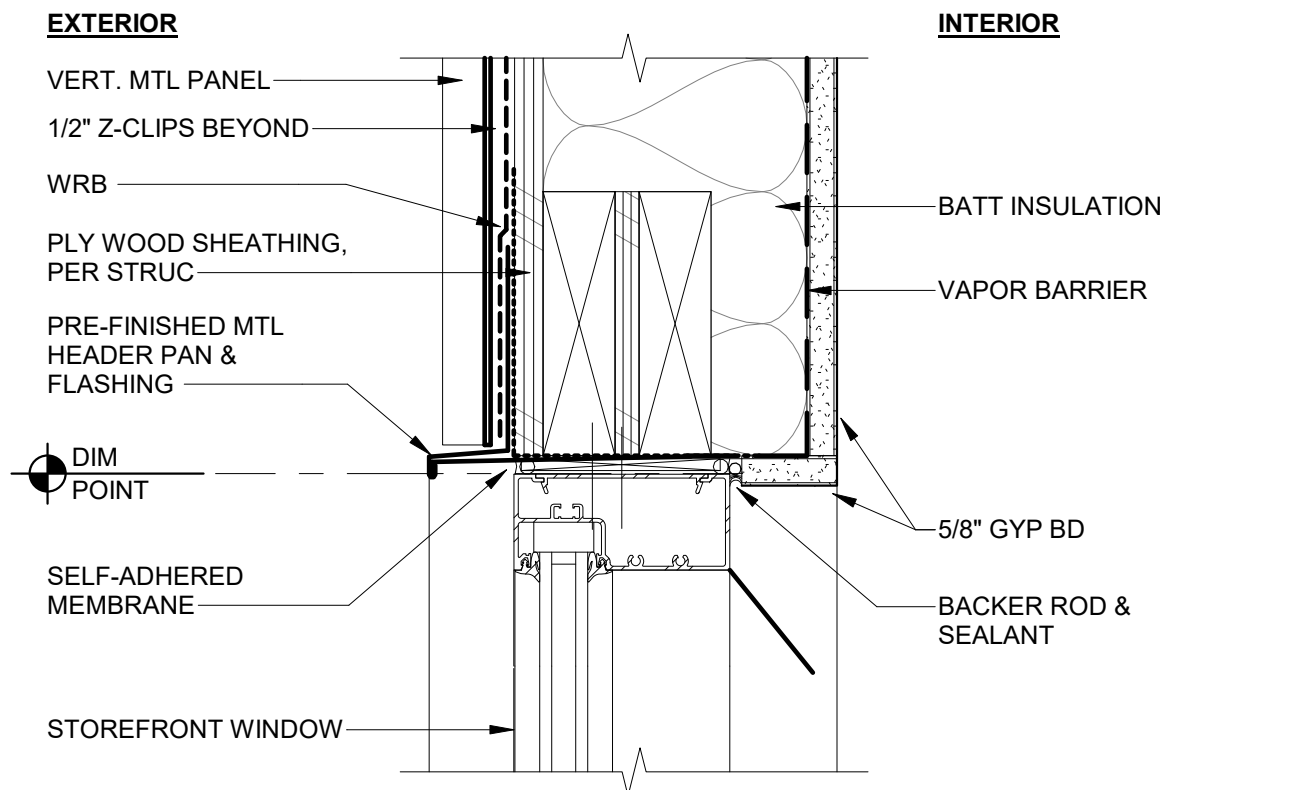
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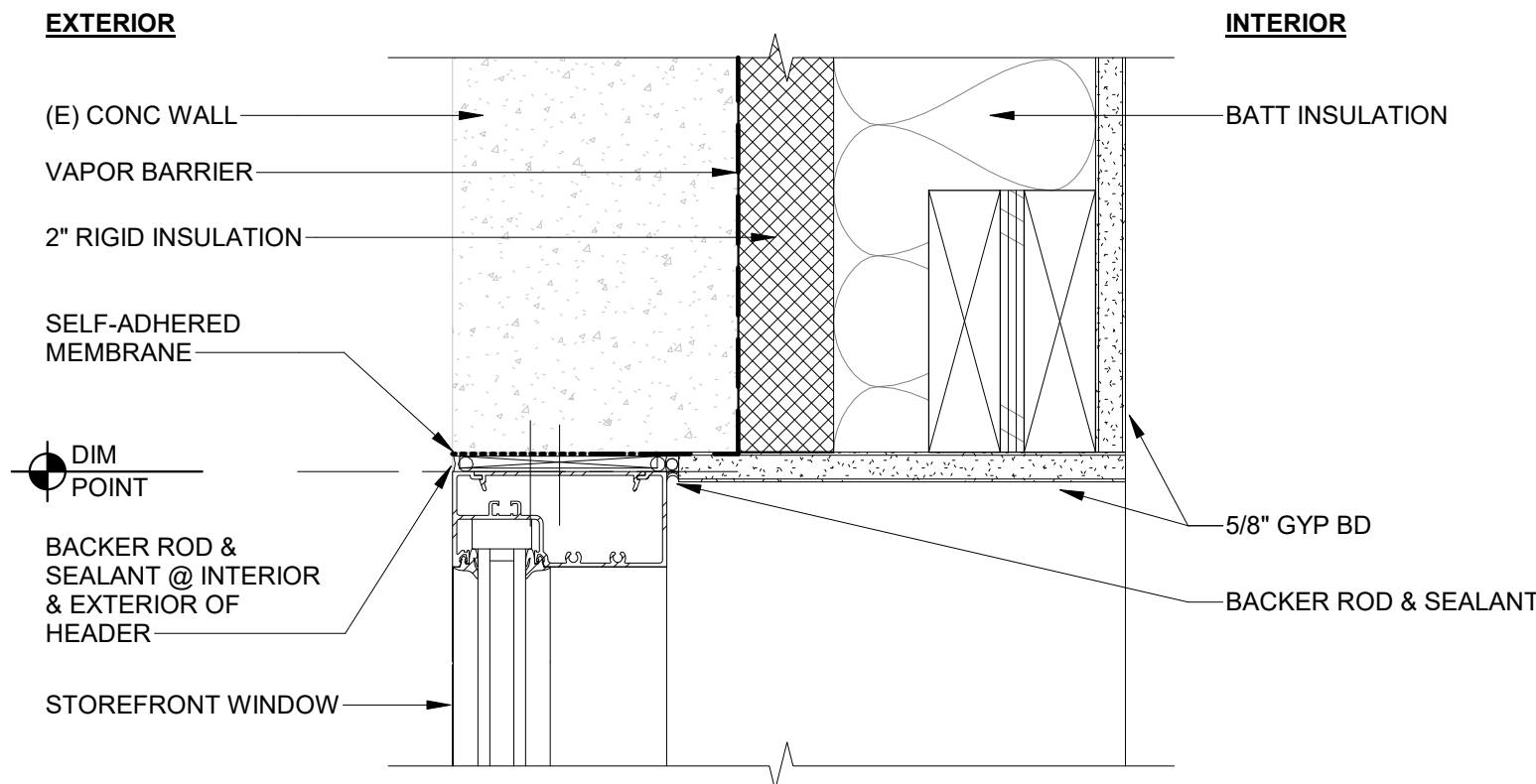
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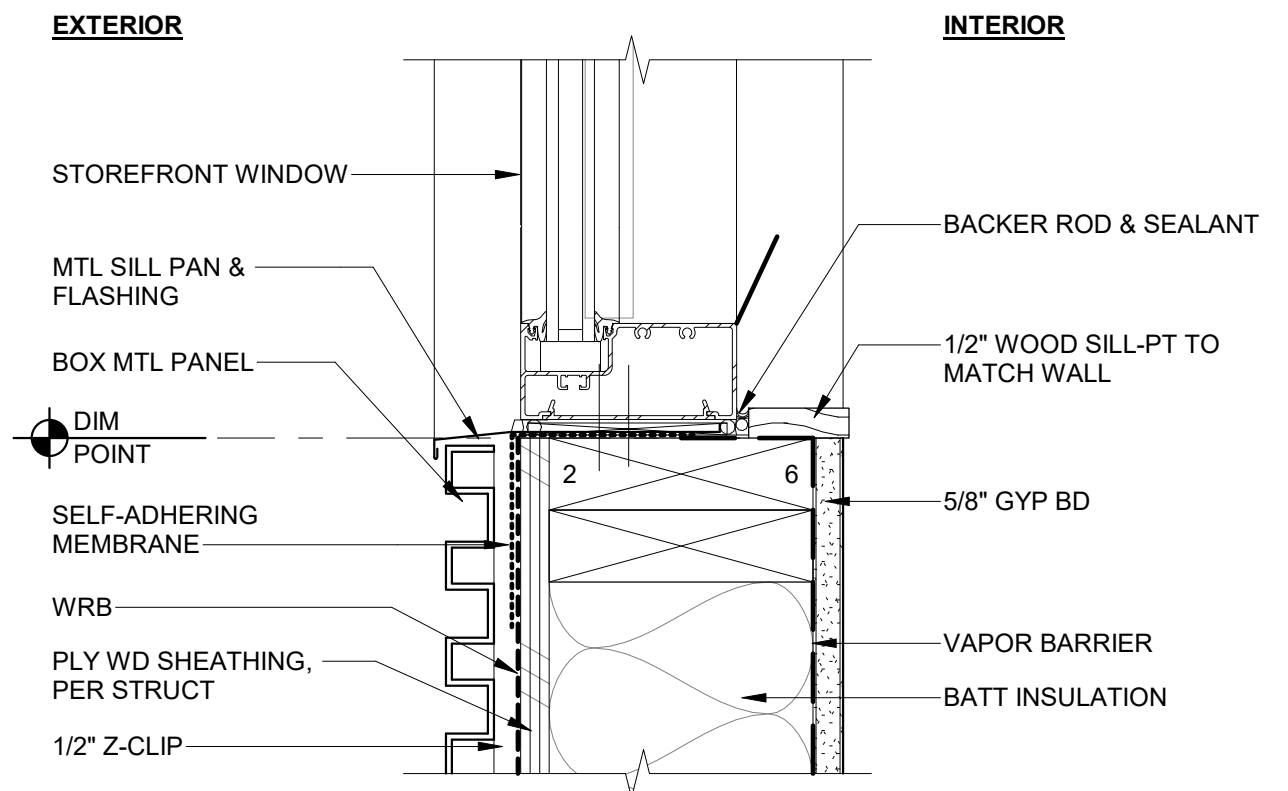
3 WD HEAD @ MCM PANEL
3" = 1'-0"



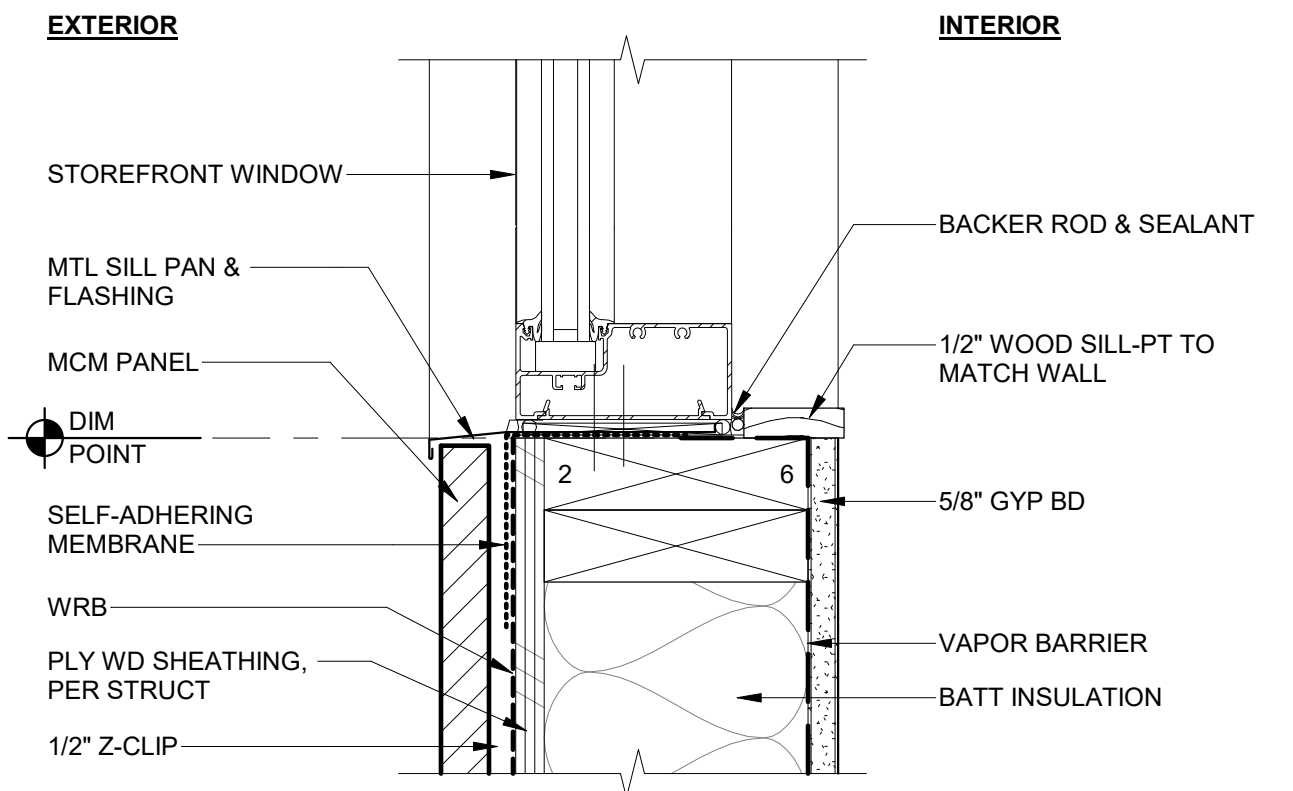
2 WD HEAD @ VERT. MTL PANEL
3" = 1'-0"



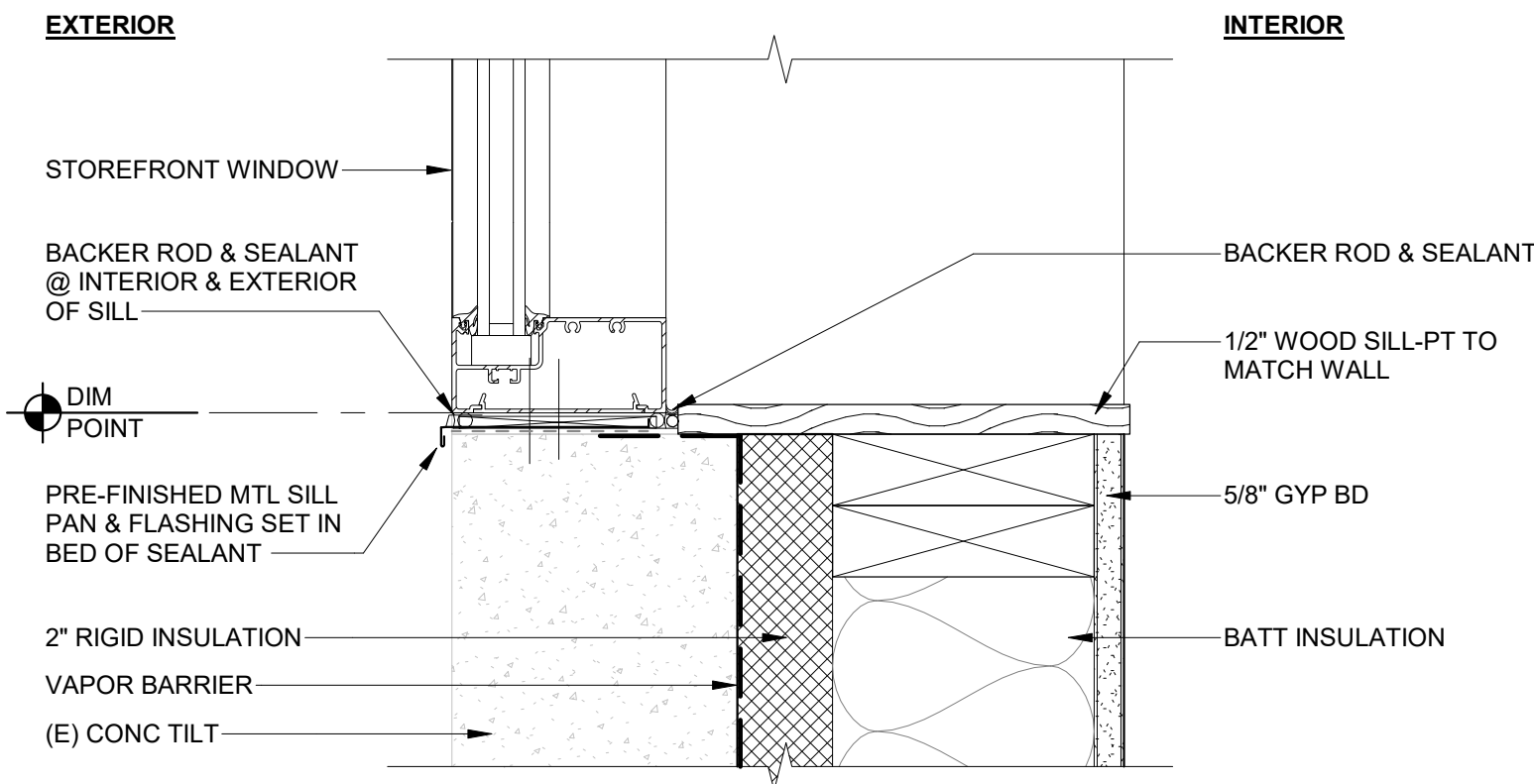
1 WD HEAD @ CONC TILT
3" = 1'-0"



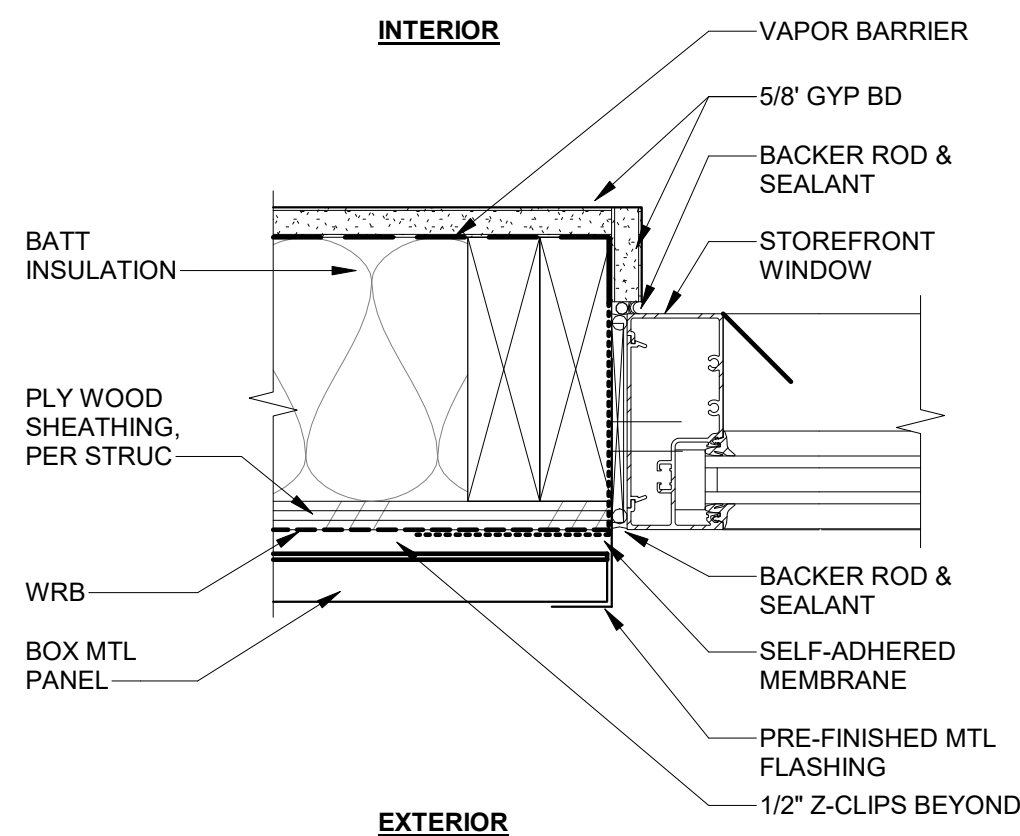
6 WD SILL @ HORIZ. MTL PANEL
3" = 1'-0"



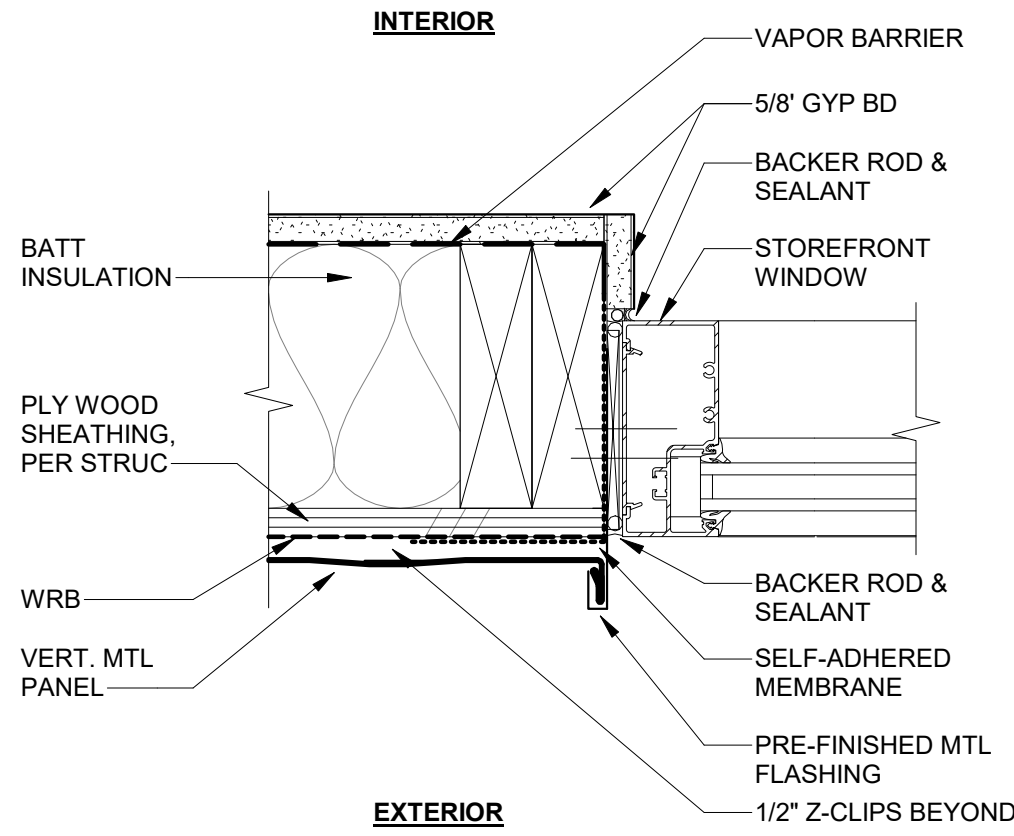
5 WD SILL @ MCM PANEL
3" = 1'-0"



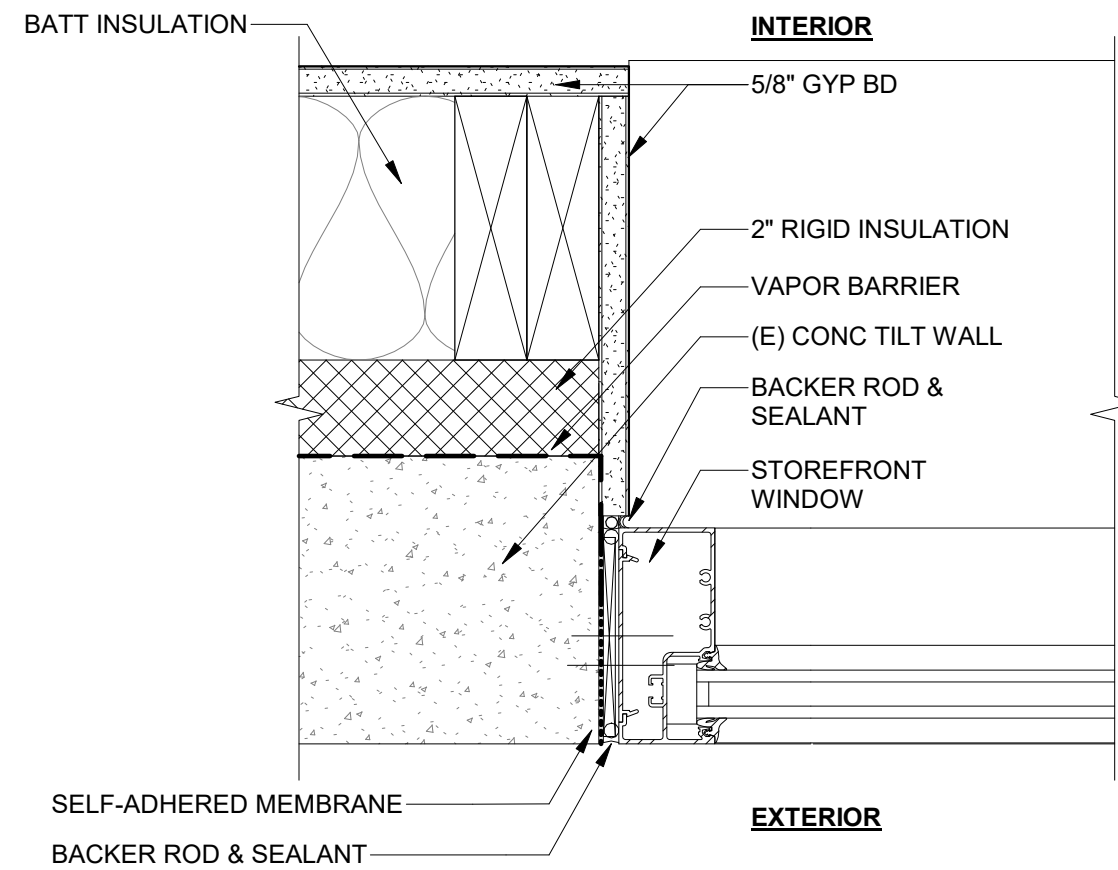
4 WD SILL @ CONC TILT
3" = 1'-0"



9 WD JAM @ HORIZ. MTL PANEL
3" = 1'-0"



8 WD JAMB @ VERT. MTL PANEL
3" = 1'-0"



7 WD JAMB @ CONC TILT
3" = 1'-0"

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EXTERIOR DETAILS -
OFFICE STOREFONT
OPENINGS

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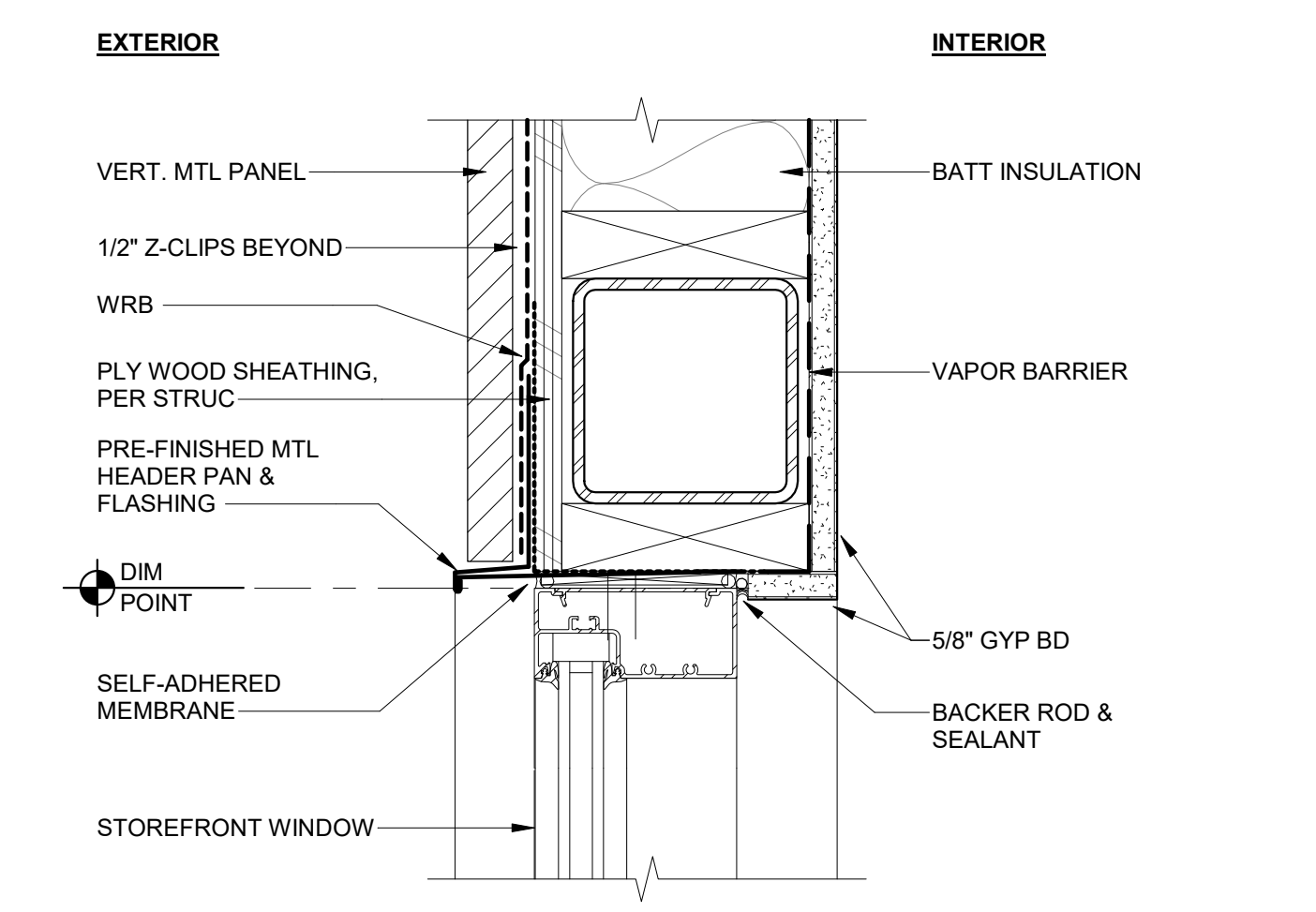
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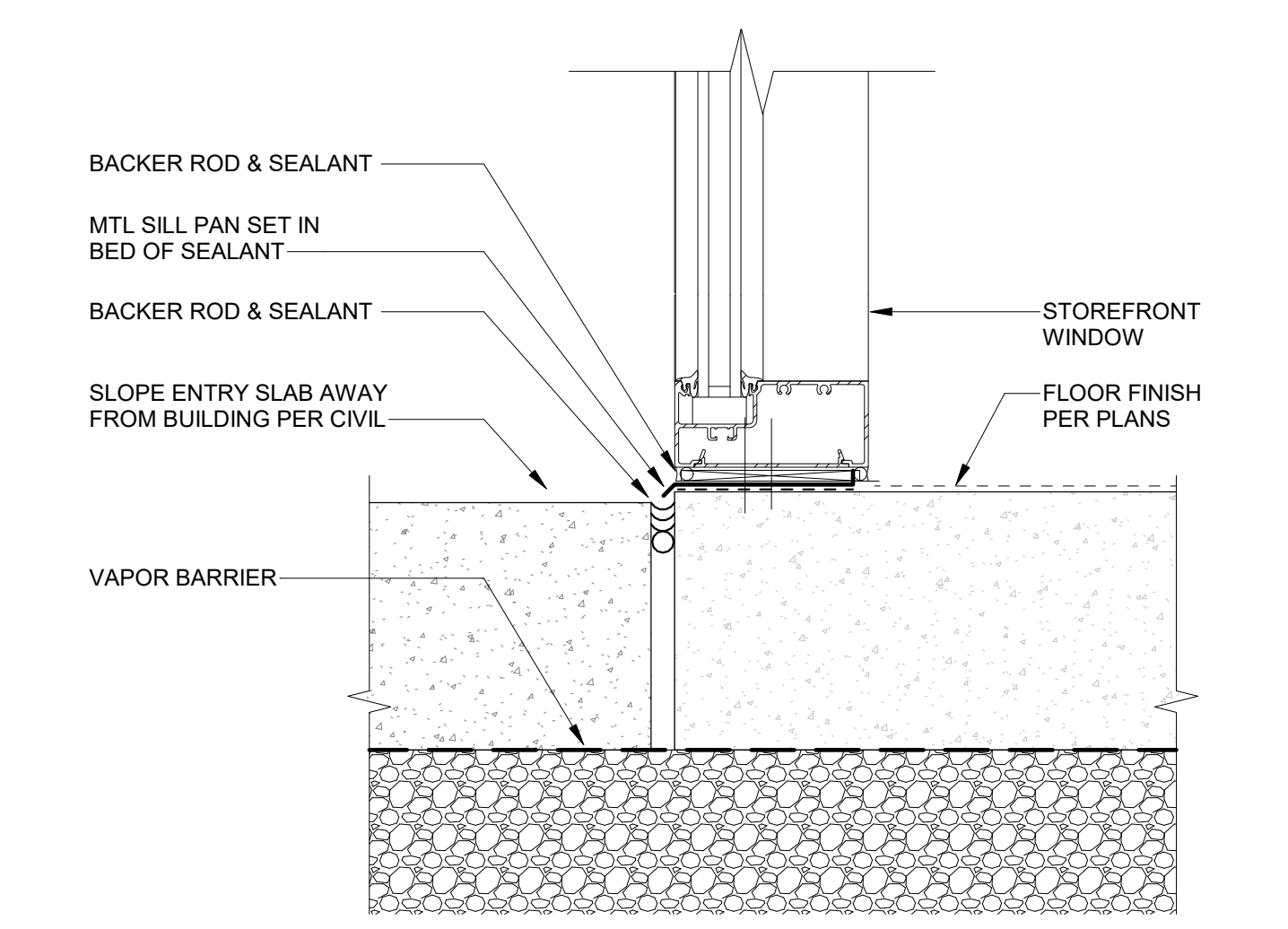
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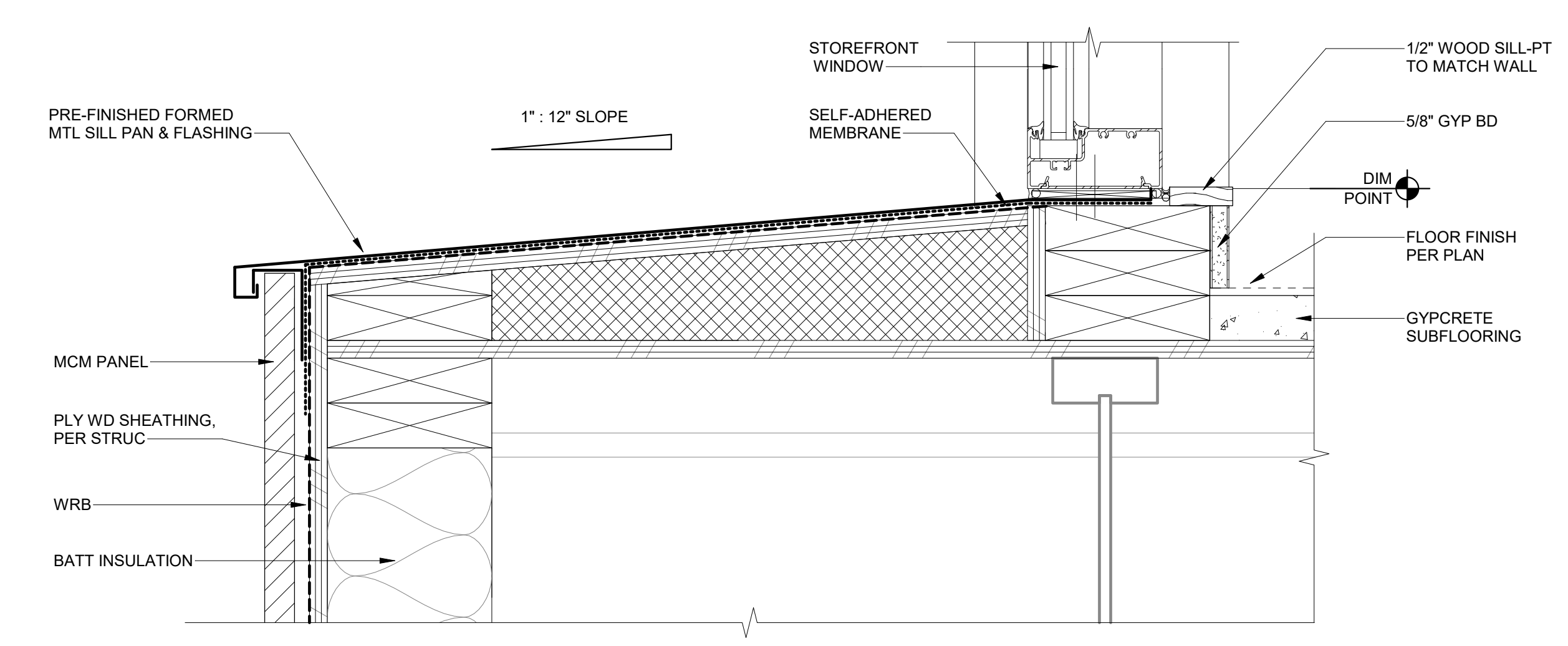
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OFFICE STOREFONT
OPENINGS



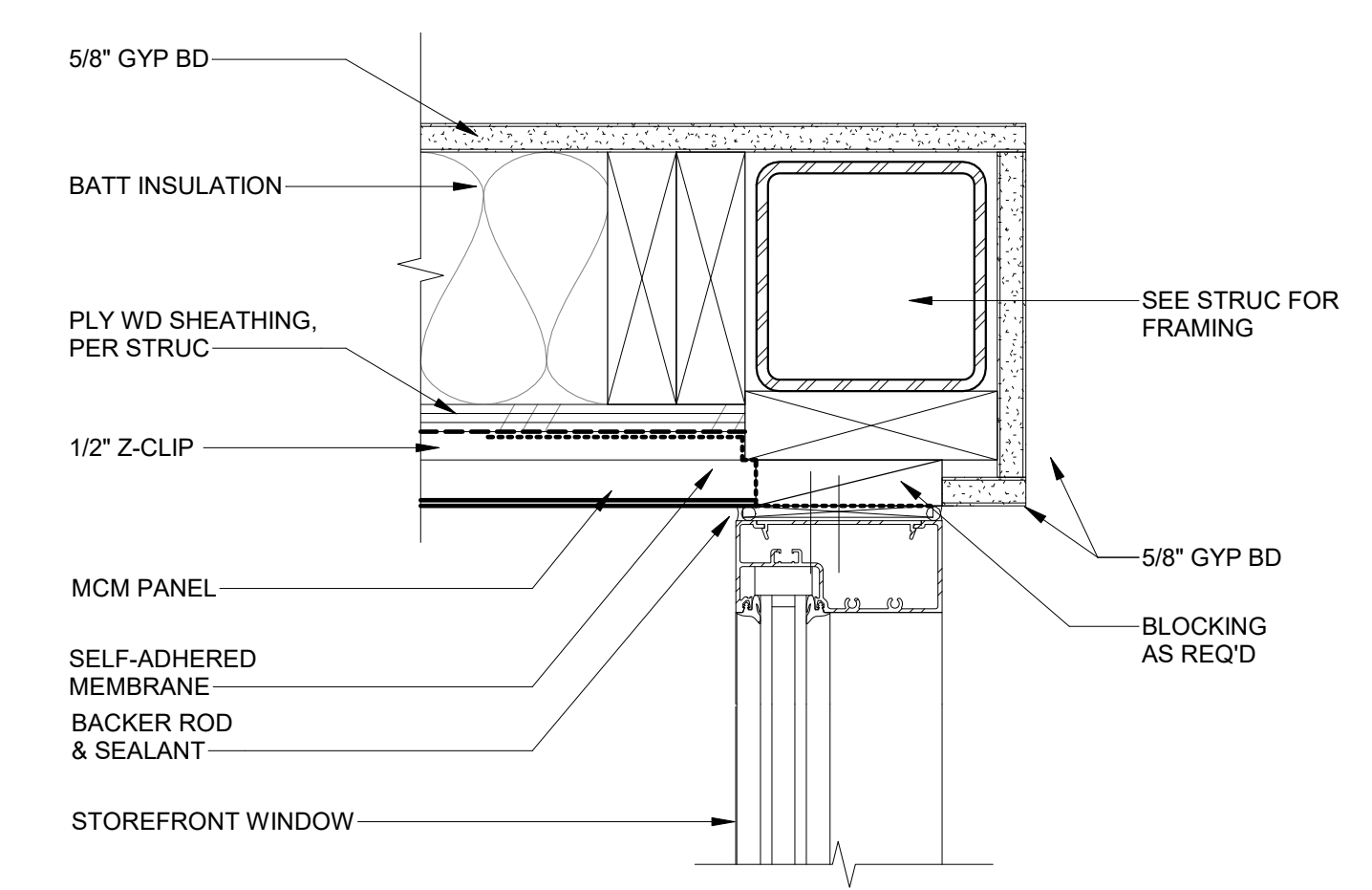
1 STL HEAD @ MCM PANEL
3" = 1'-0"



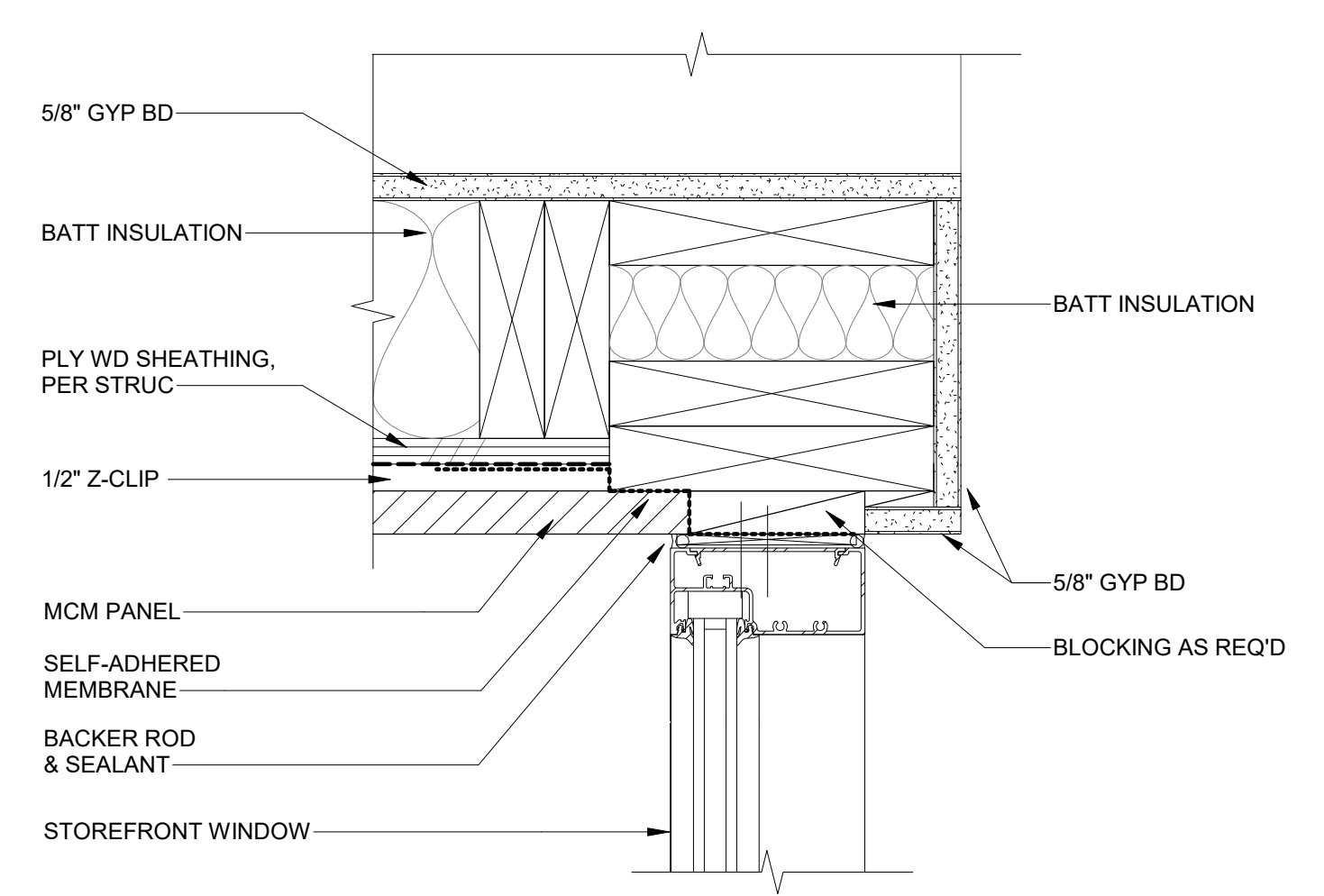
3 STORE FRONT @ SLAB EDGE - TYP
3" = 1'-0"



2 STOREFRONT SILL @ RECESSED OPENING, TYP
3" = 1'-0"



5 STOREFRONT JAMB @ HORZ. MTL PANEL
3" = 1'-0"



4 STOREFRONT JAMB @ RECESSED OPENING, TYP
3" = 1'-0"

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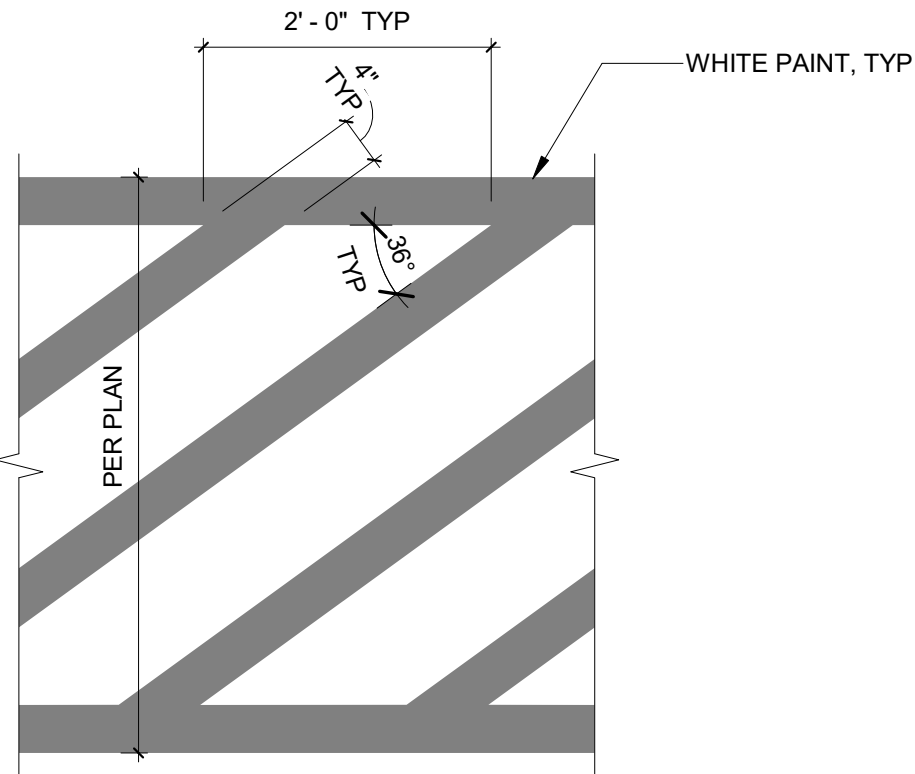
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EXTERIOR DETAILS -
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OPENINGS

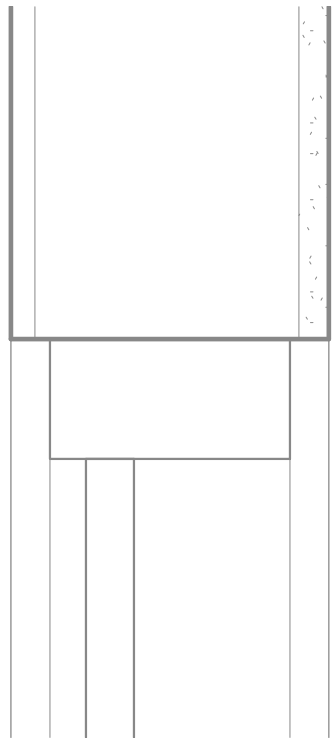
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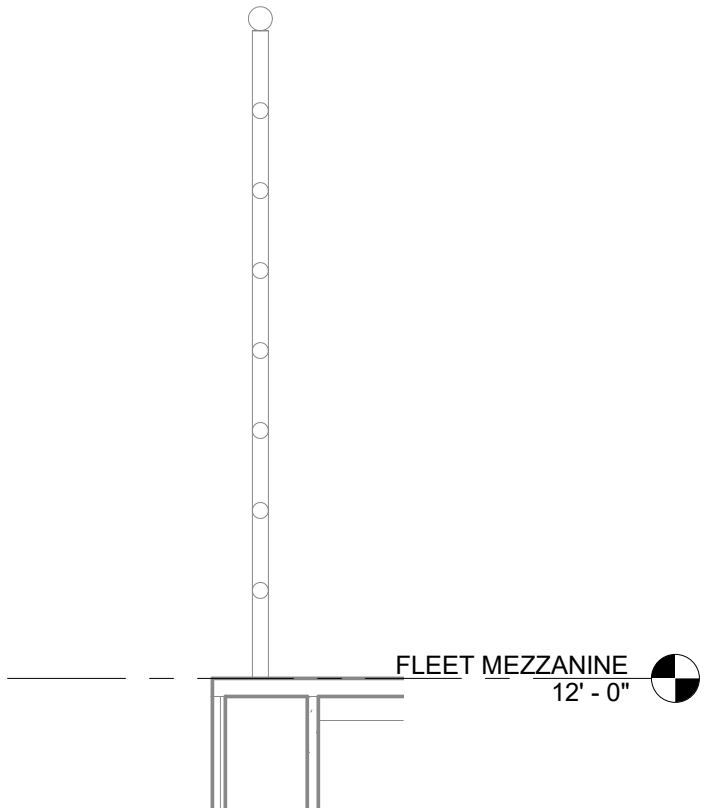
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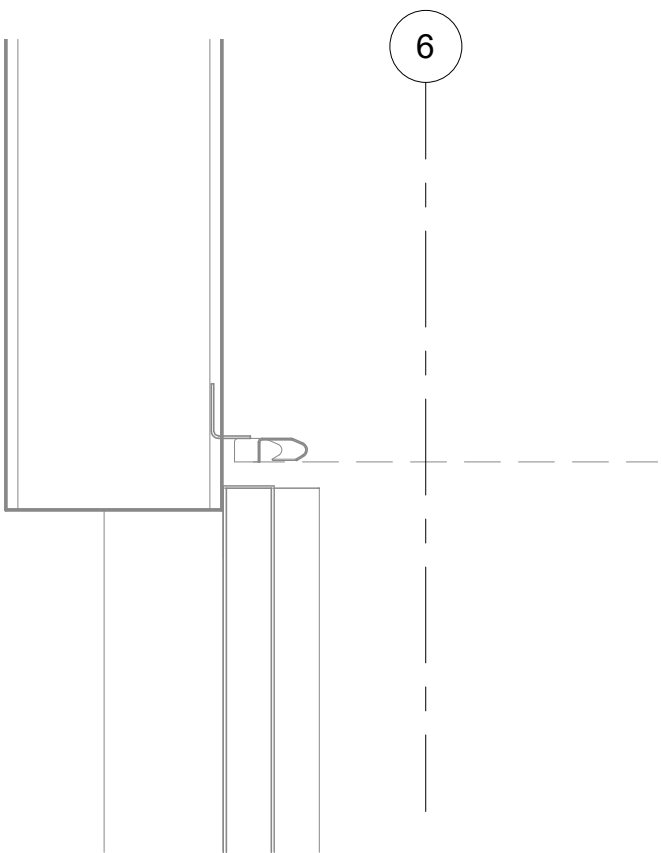
20 PAVEMENT STRIPING
3/4" = 1'-0"



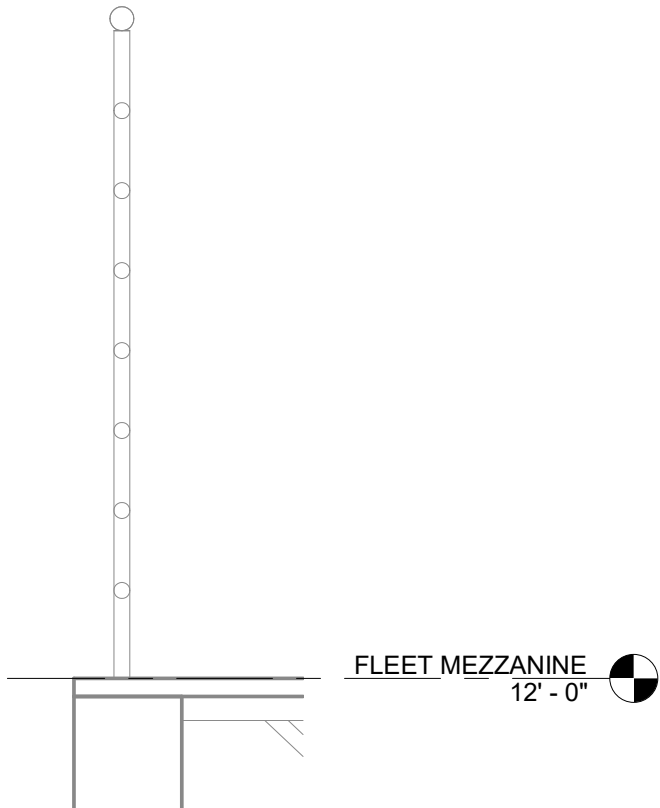
14 OFFICE WINDOW
3" = 1'-0"



19 GUARDRAIL SECTION
1" = 1'-0"



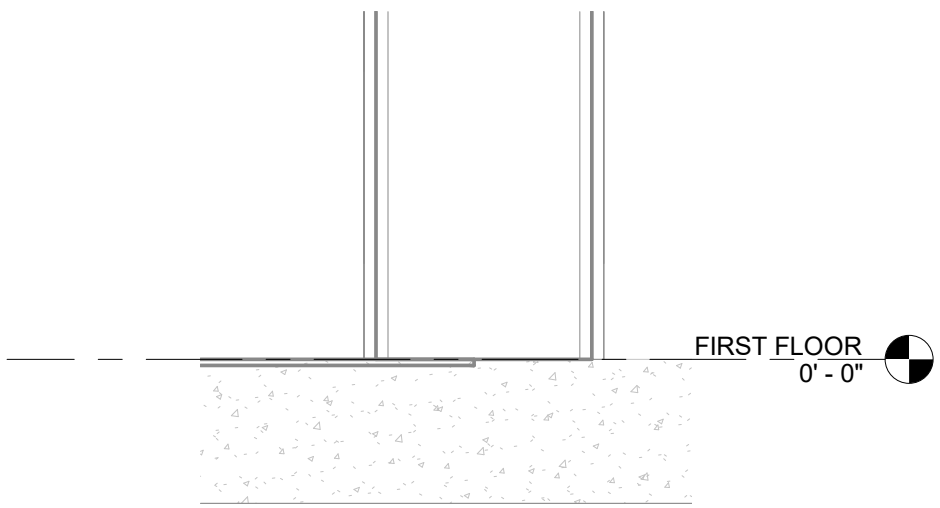
13 OHD JAMB
1 1/2" = 1'-0"



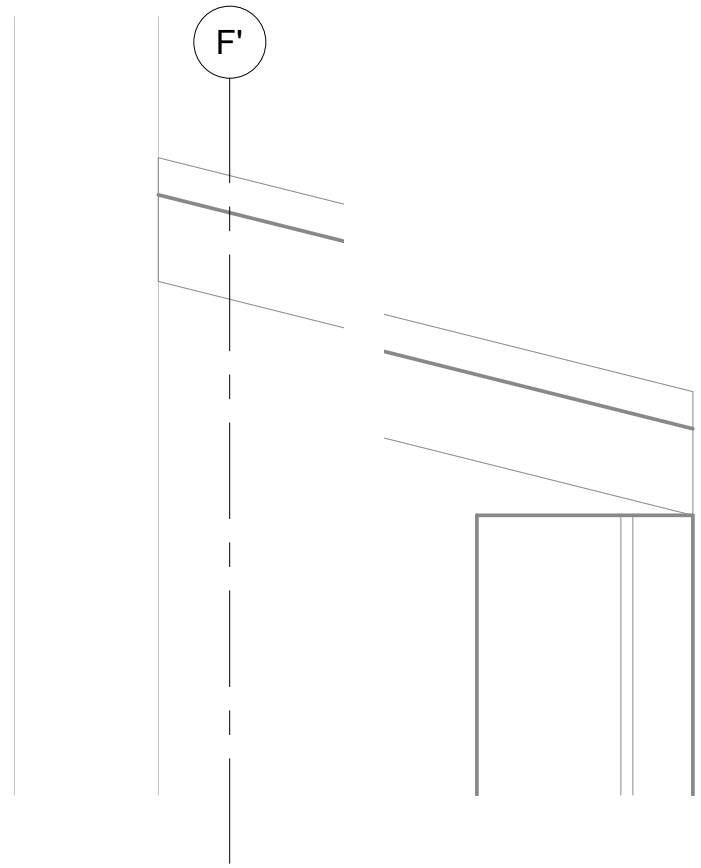
18 MOVEABLE GUARDRAIL
1" = 1'-0"



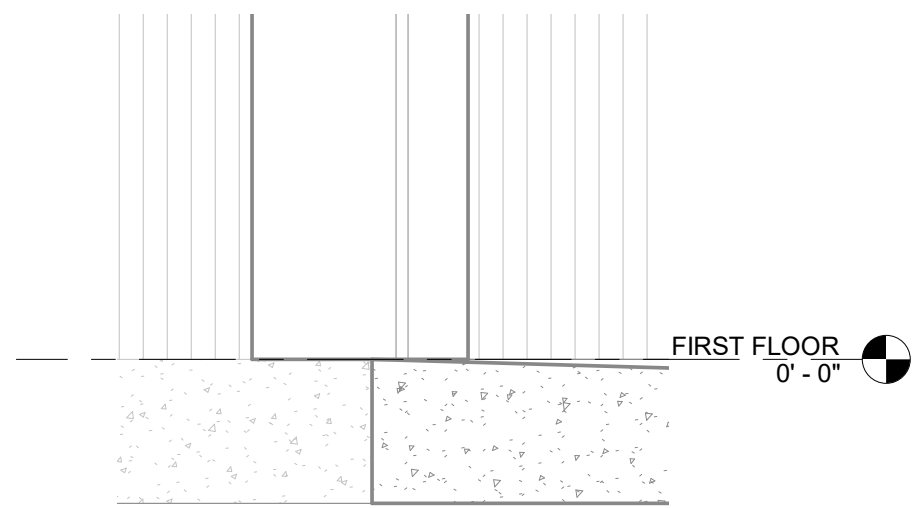
12 WH WALL TOP
1 1/2" = 1'-0"



17 WH WALL BASE
1 1/2" = 1'-0"



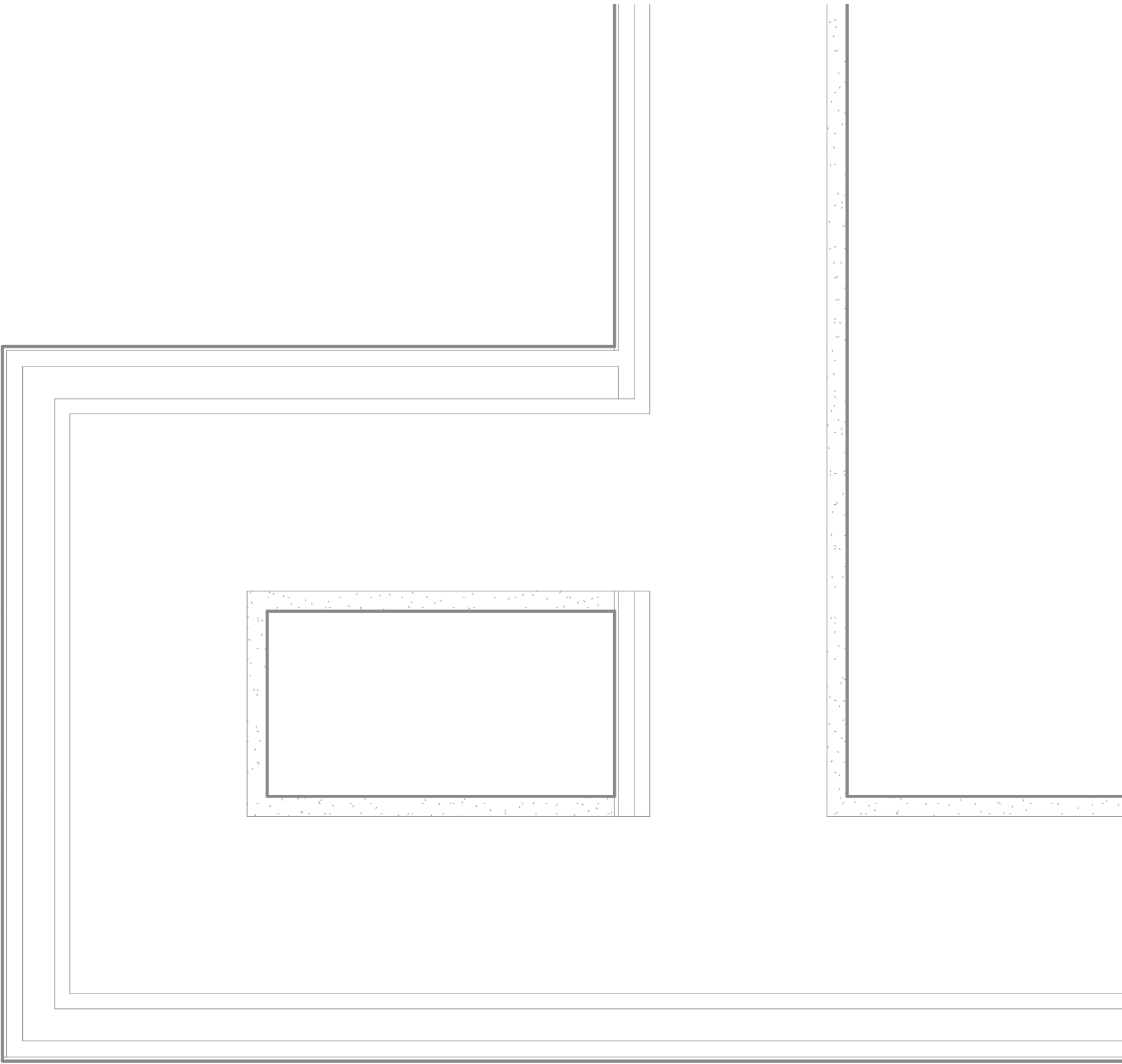
11 WASH WALL TOP
1 1/2" = 1'-0"



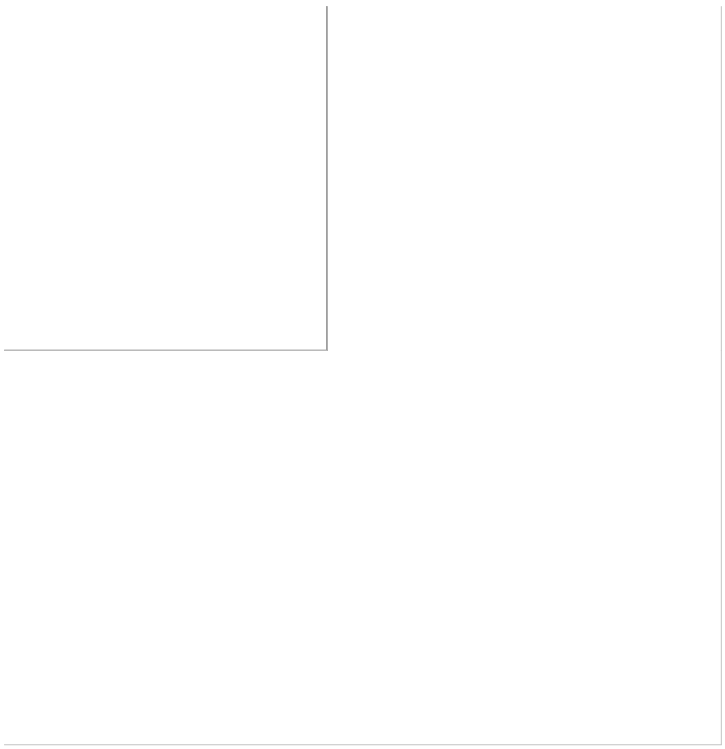
16 WASH WALL BASE
1 1/2" = 1'-0"

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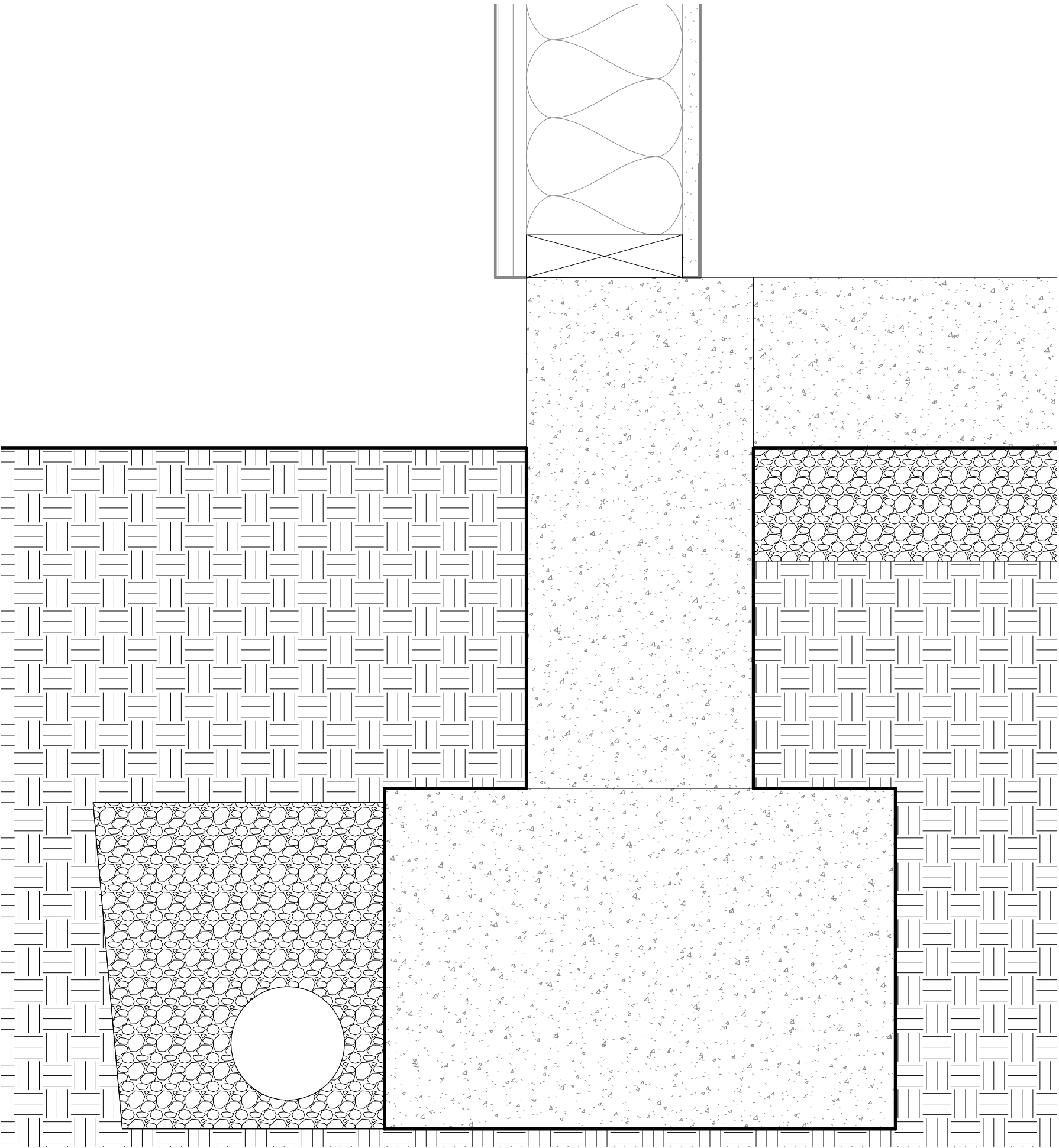
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1 Detail 0
3" = 1'-0"



2 Detail 1
3" = 1'-0"



3 GRID 1- FOUNDATION
3" = 1'-0"

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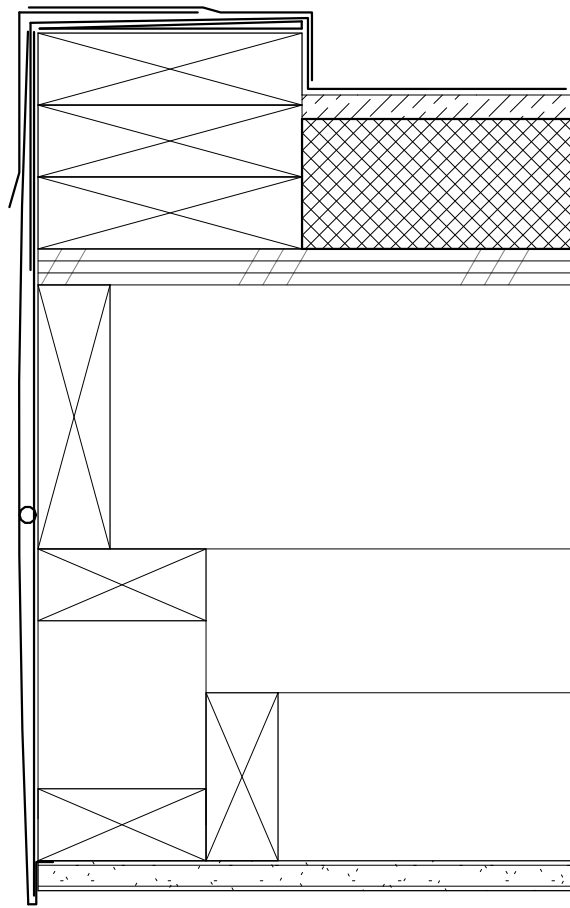
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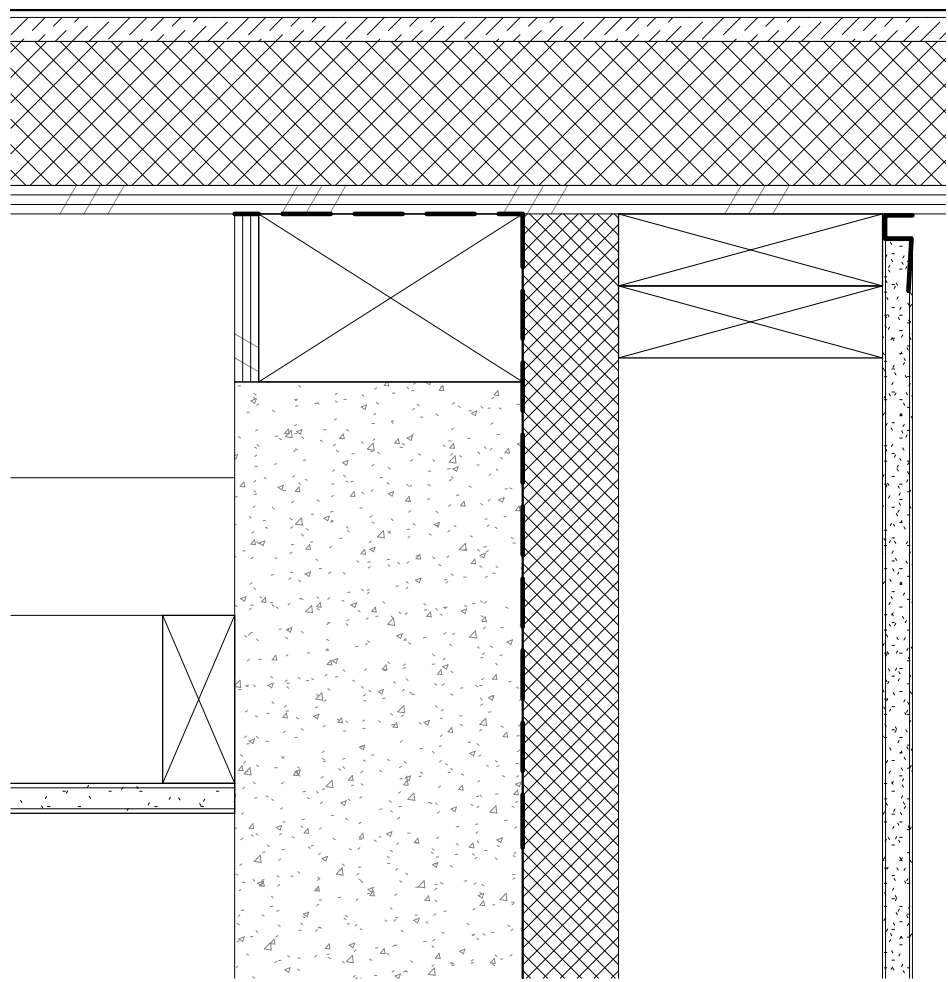
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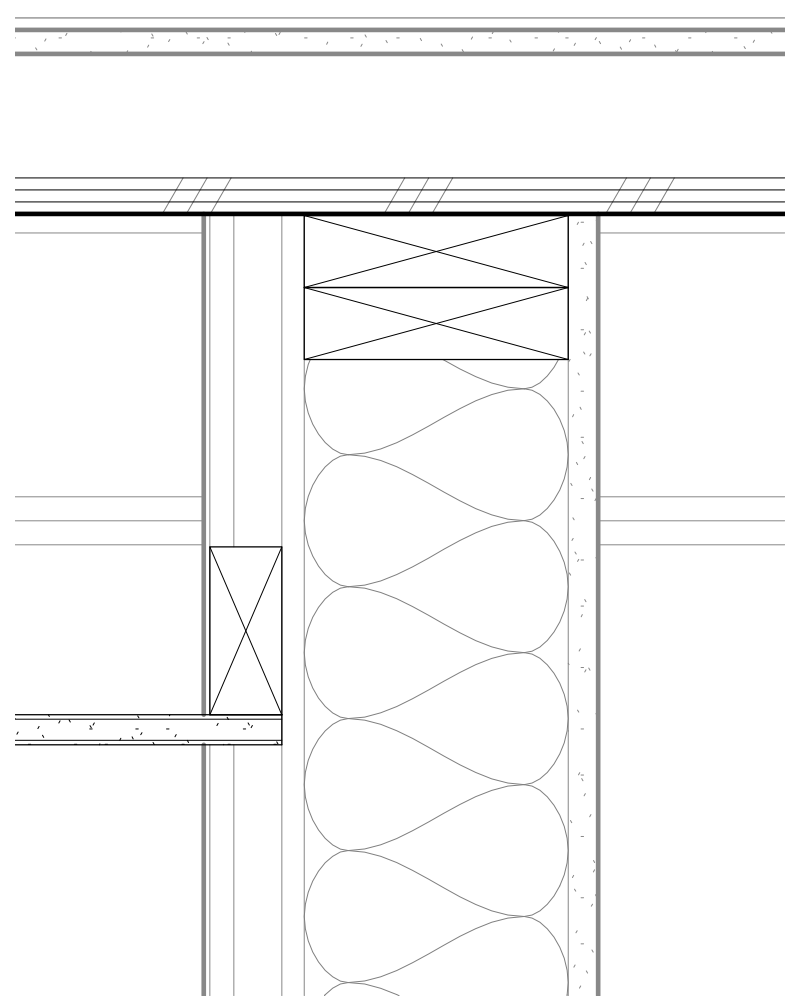
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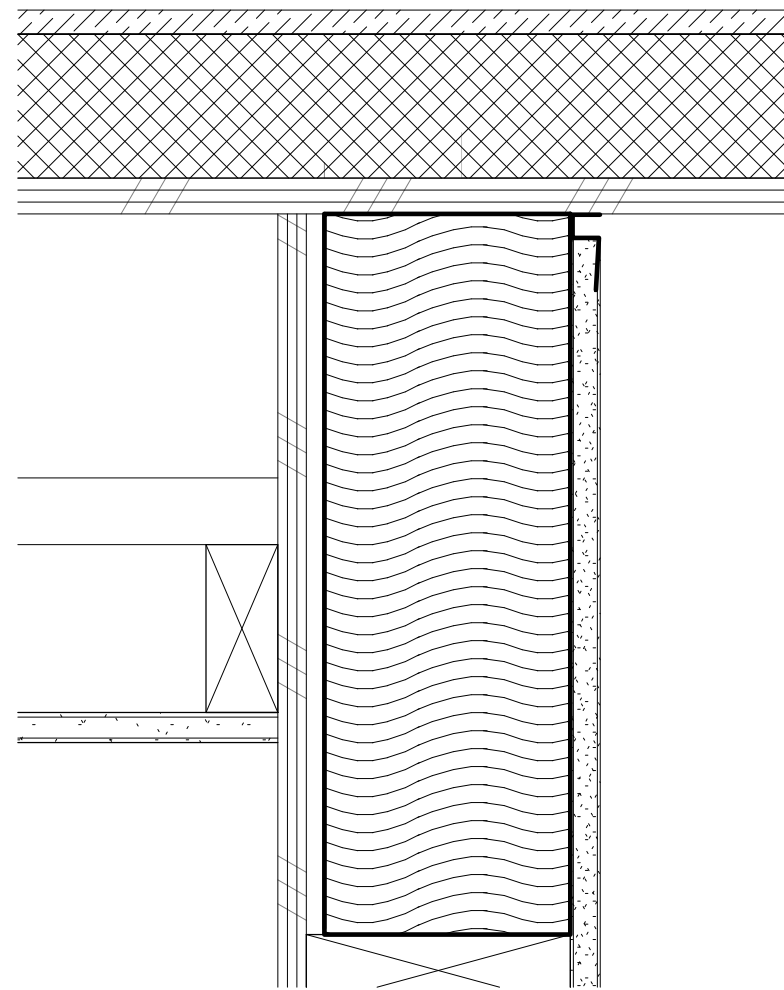
6 EAVE TERNINATION
3" = 1'-0"



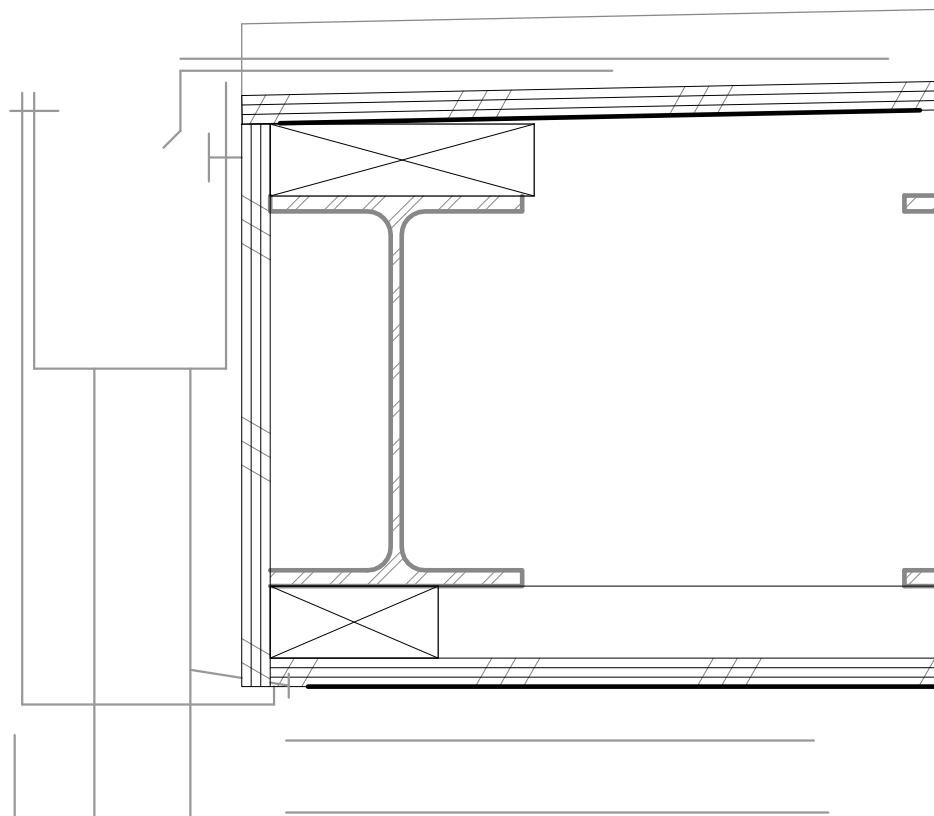
5 CONC TILT & EAVE TRANSITION
3" = 1'-0"



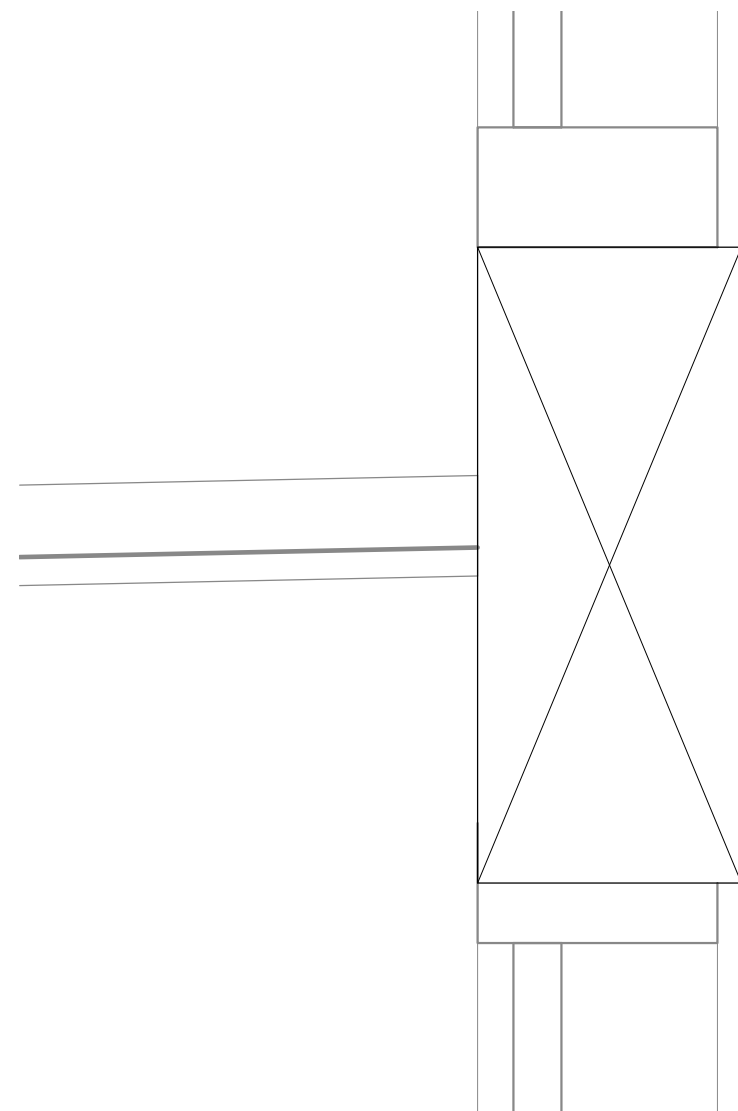
4 MCM PANEL & EAVE TRANSITION
3" = 1'-0"



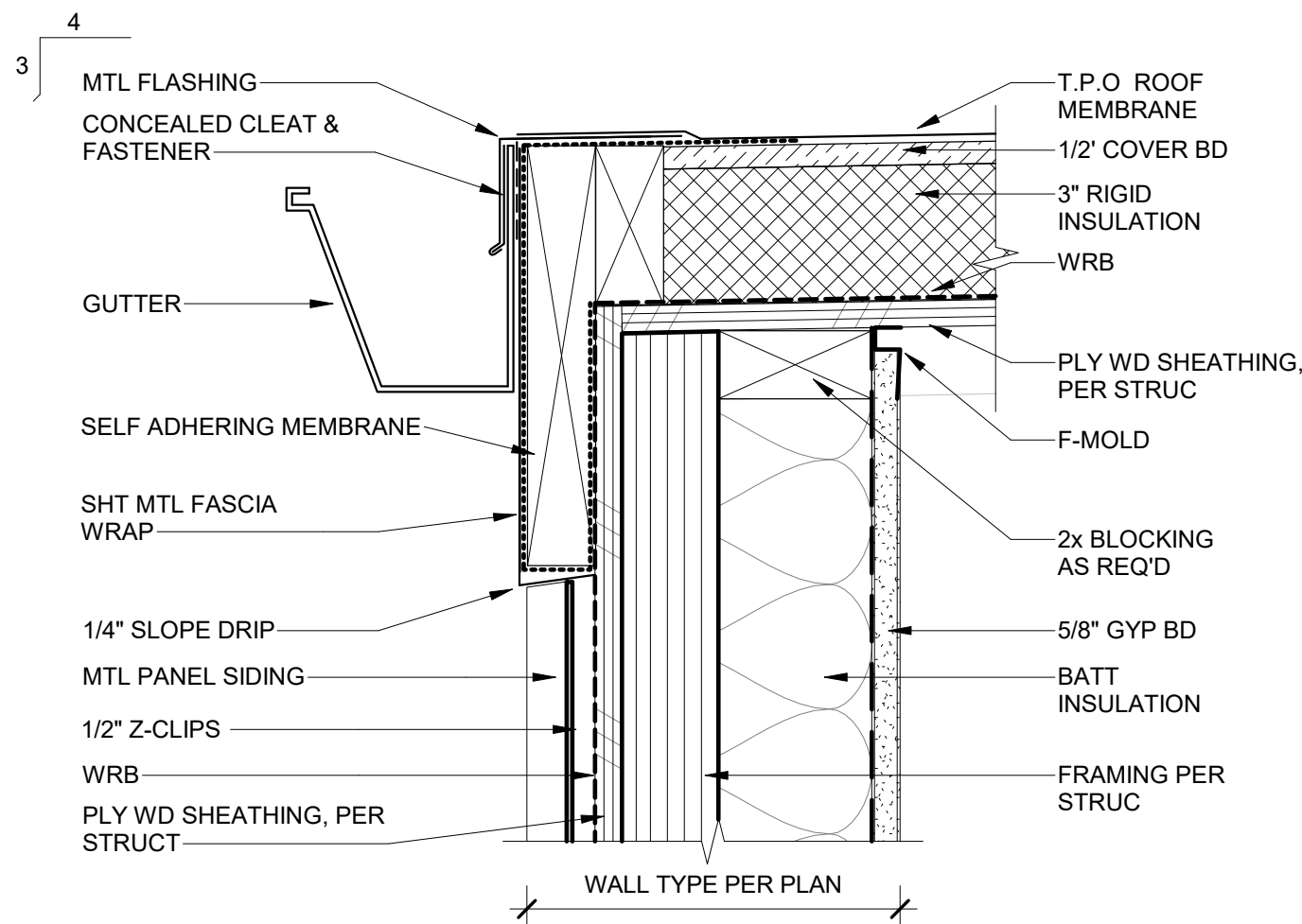
3 VERT. MTL PANEL & EAVE TRANSITION
3" = 1'-0"



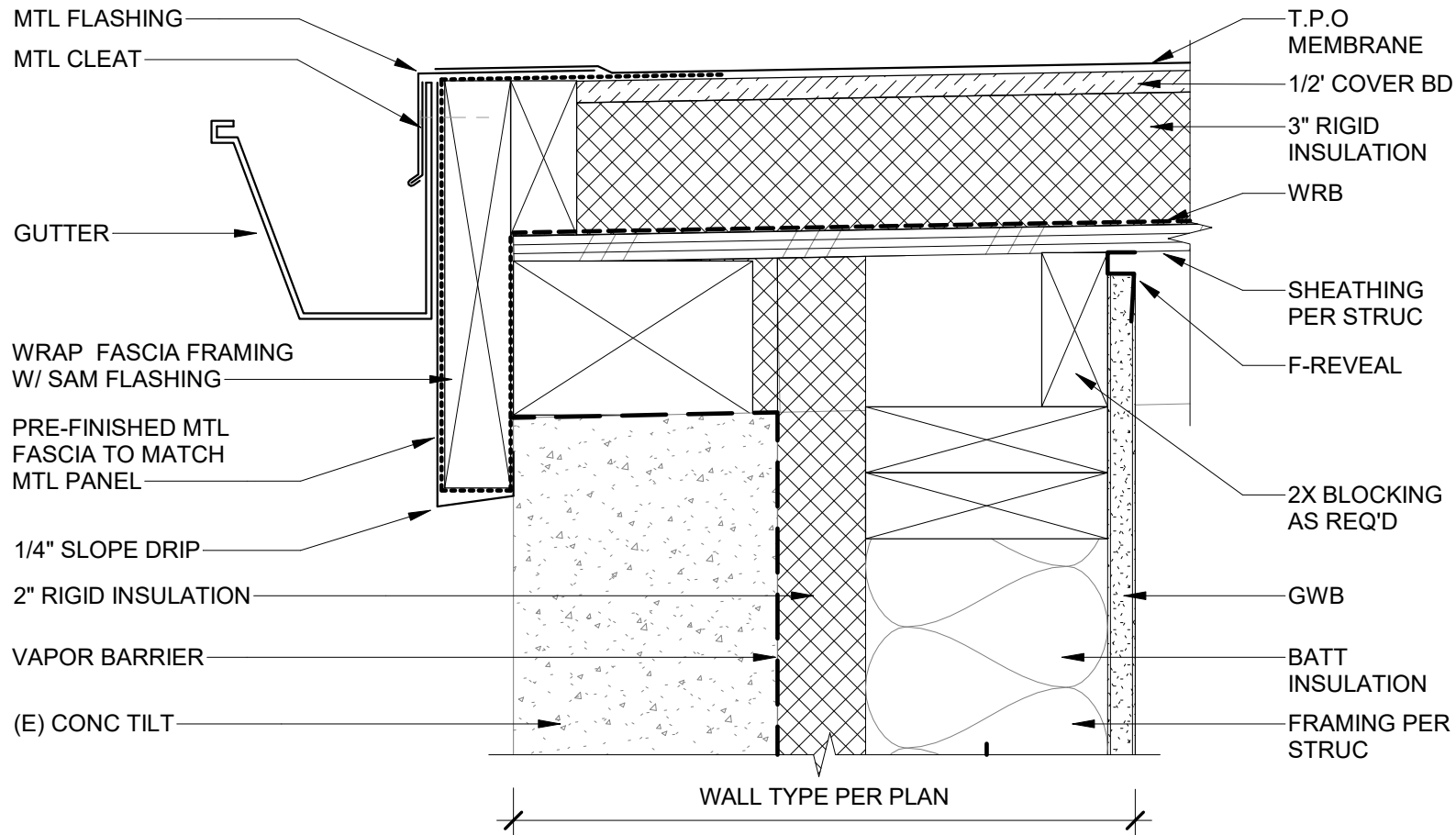
8 PORTICO DETAIL
3" = 1'-0"



7 PORTICO FLASHING
3" = 1'-0"



2 VERT. MTL PANEL & ROOF TRANSITION
3" = 1'-0"



1 CONC TILT & ROOF TRANSITION
3" = 1'-0"

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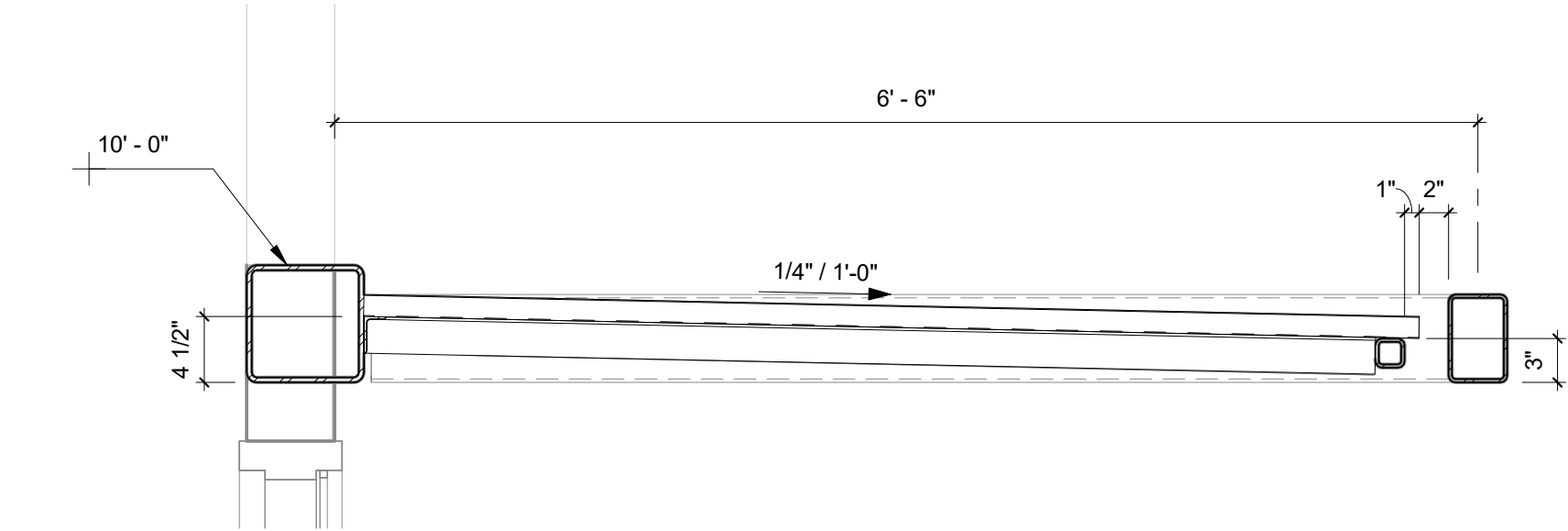
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OFFICE ROOF**

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A7.32

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2 LOADING DOCK CANOPY SECTION
1" = 1'-0"



1 SKYLIGHT AT WH
1" = 1'-0"

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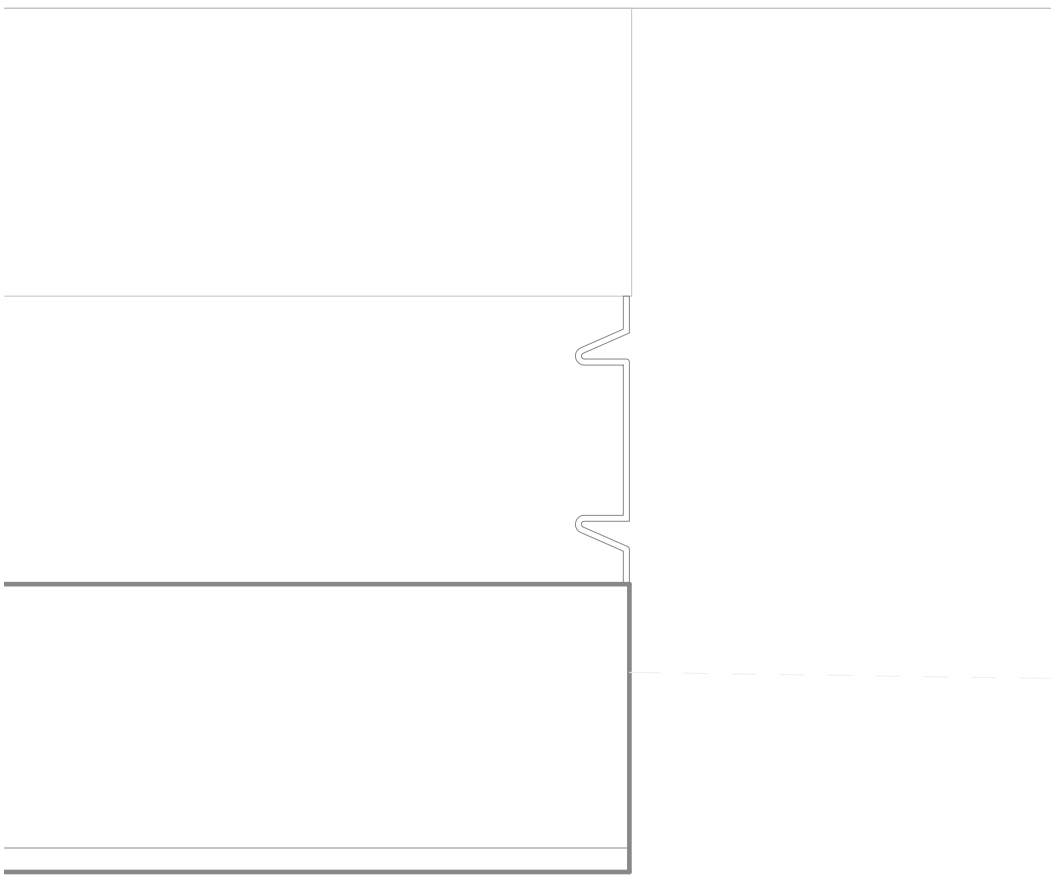
PERMIT SET	JUL 10, 2020
ISSUE	DATE

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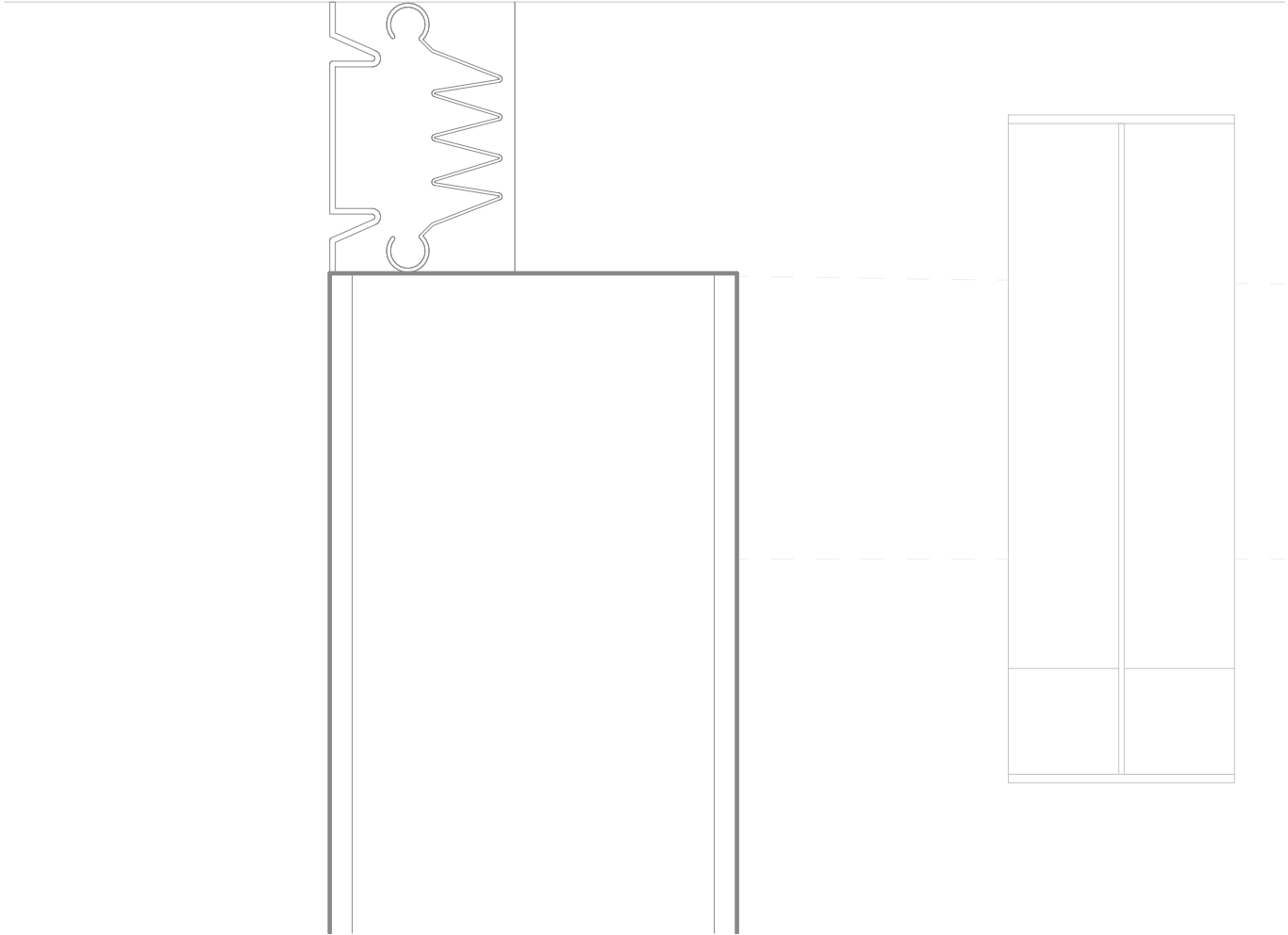
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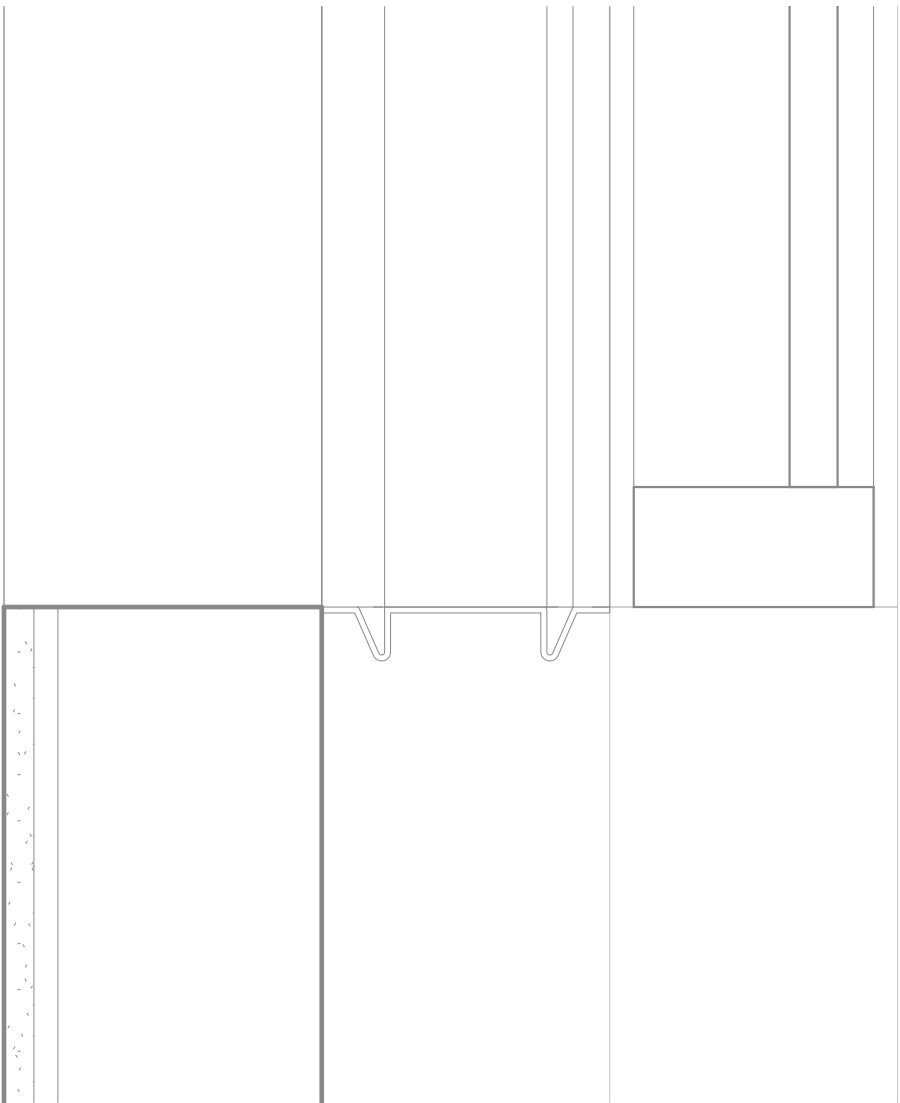
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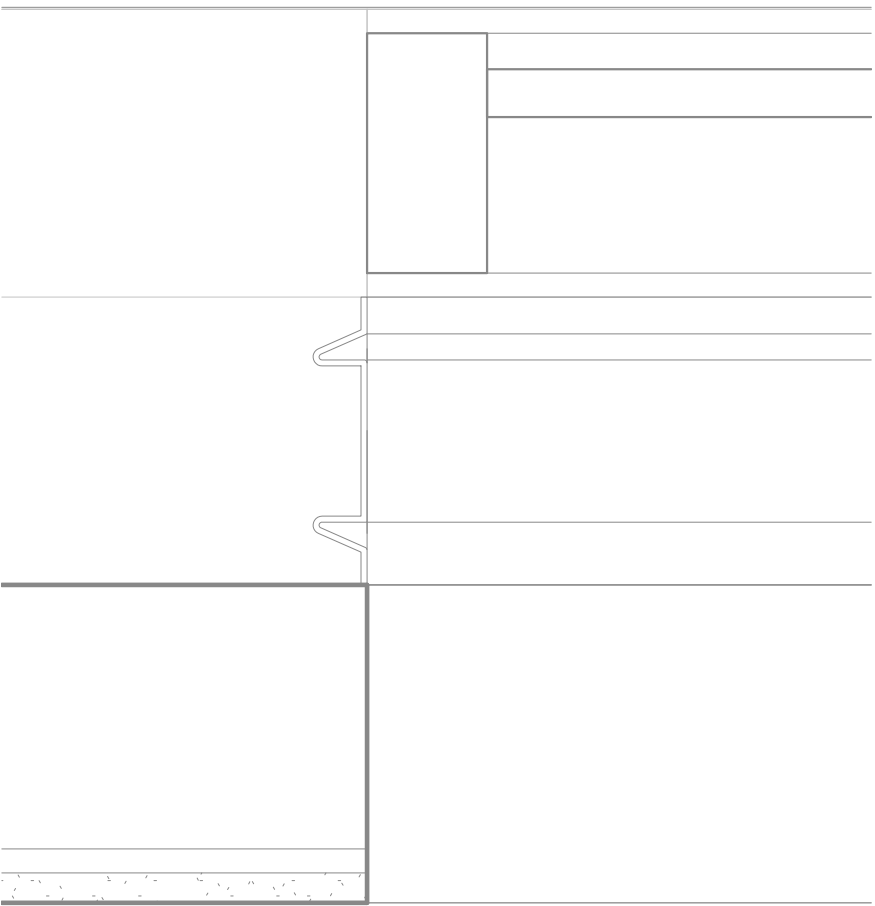
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3" = 1'-0"



1 SEISMIC JOINT 1
3" = 1'-0"



4 SEISMIC JOINT 4
3" = 1'-0"



3 SEISMIC JOINT 3
3" = 1'-0"

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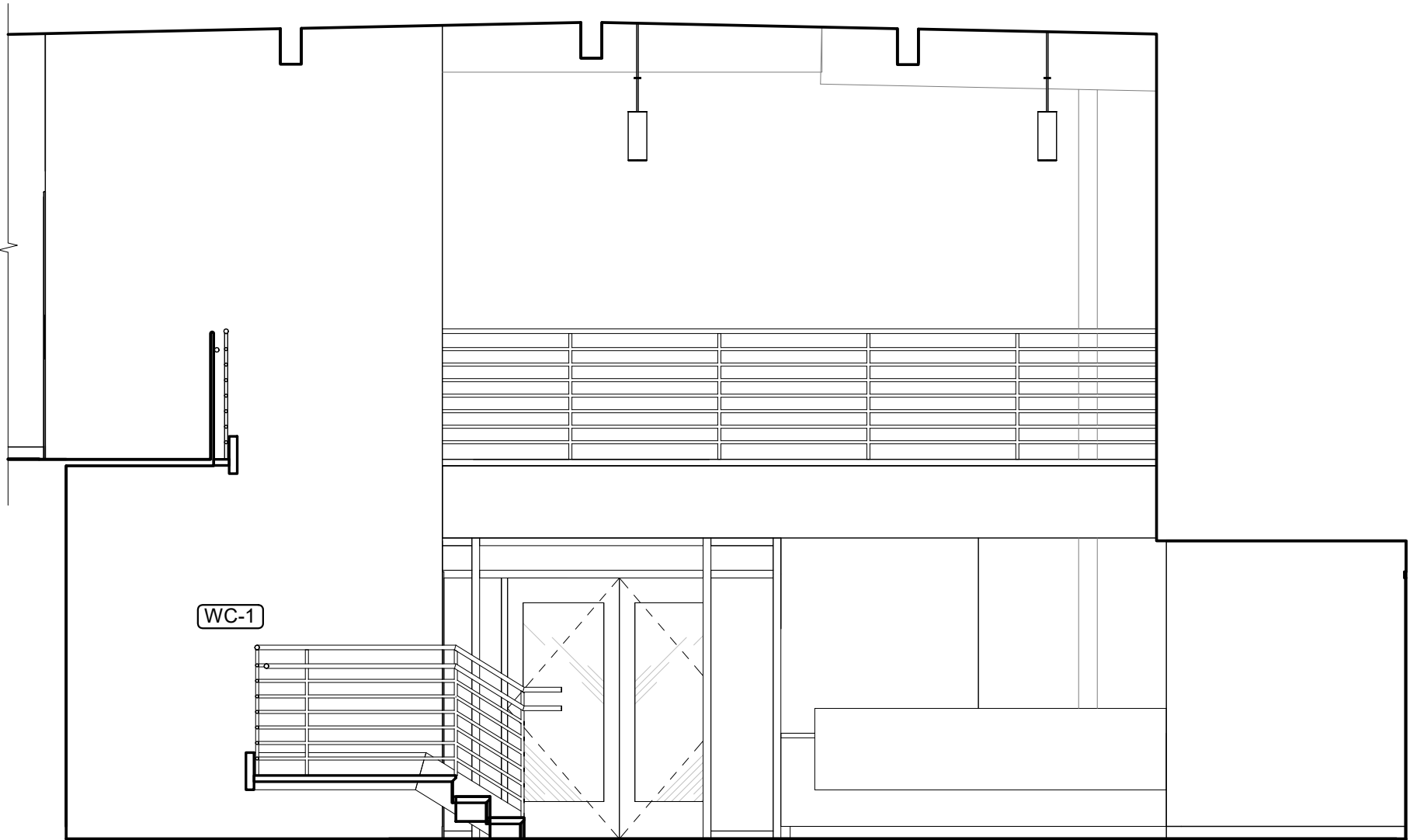
PERMIT SET JUL 10, 2020
ISSUE DATE
Drawing:
EXTERIOR DETAILS -
SEISMIC JOINTS

Sheet No:

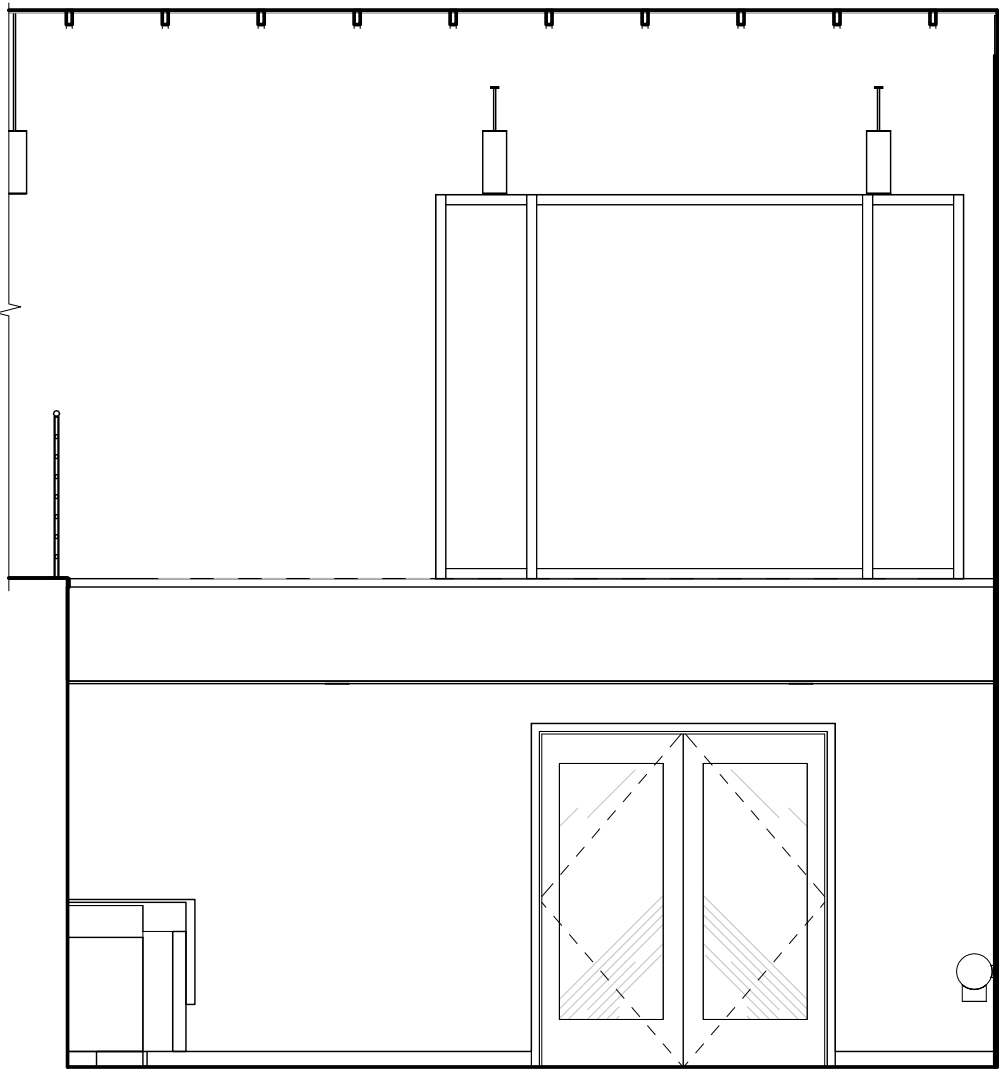
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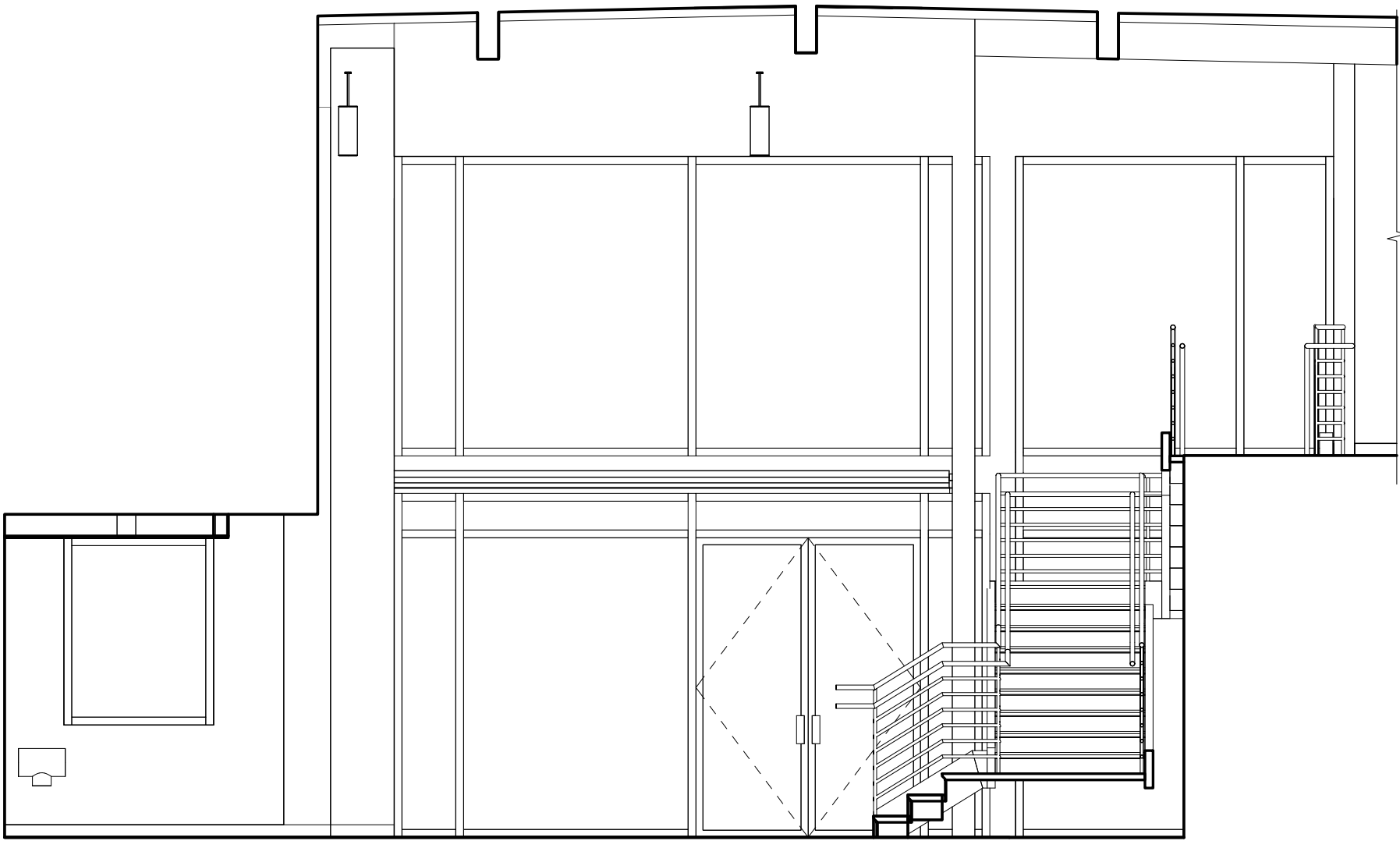
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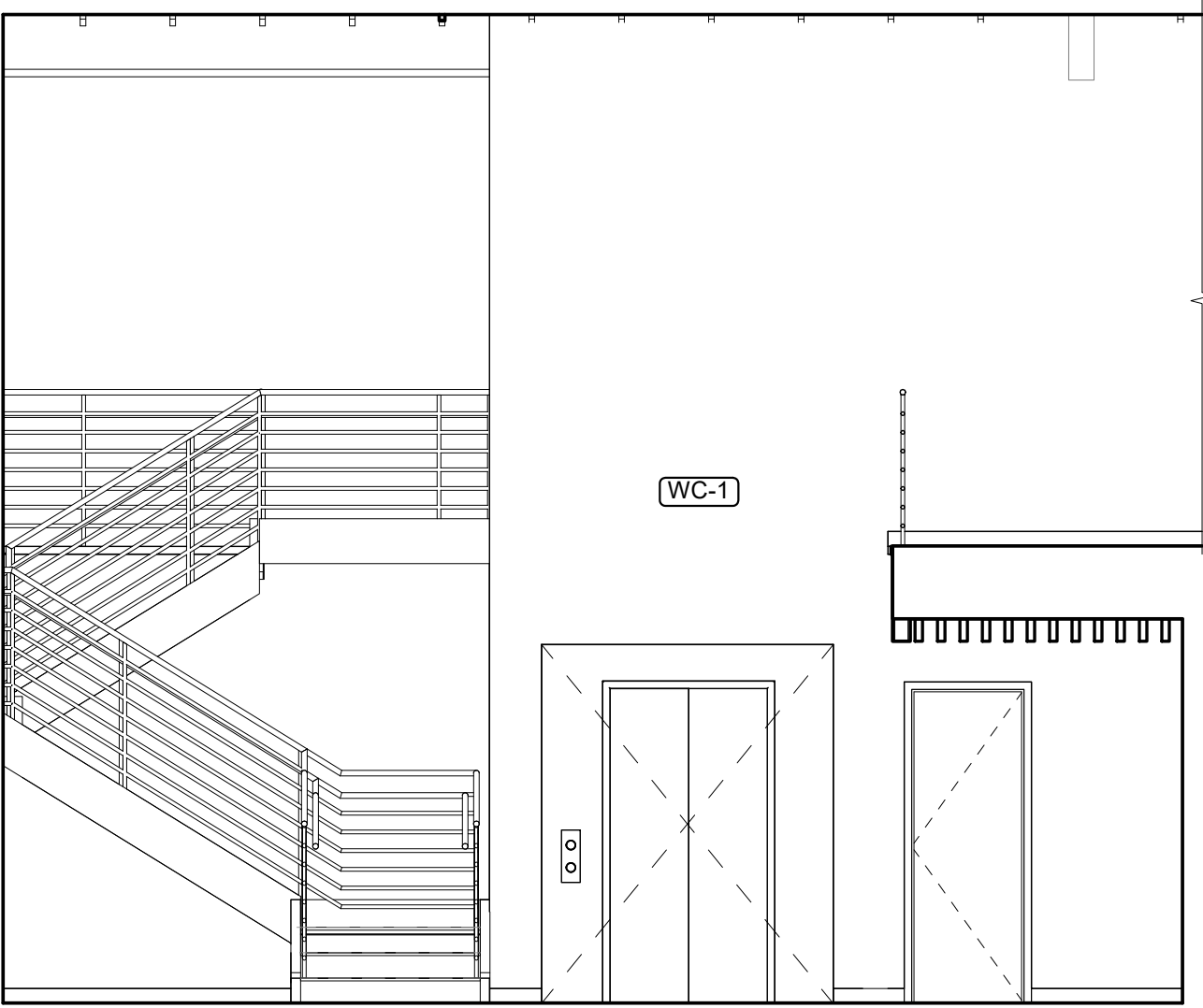
1 100 LOBBY-N
1/4" = 1'-0"



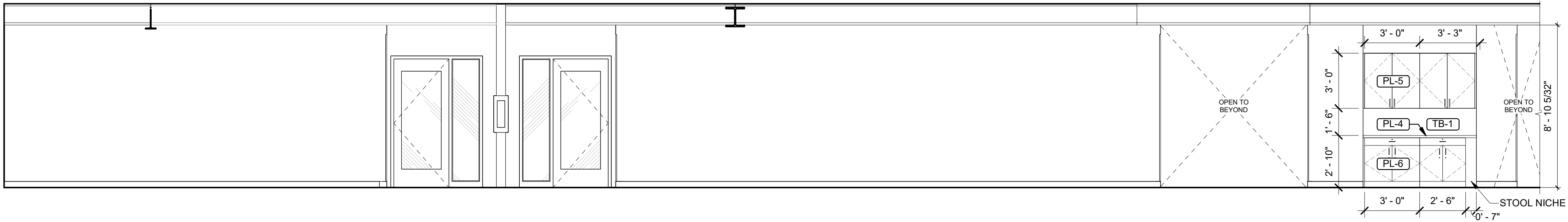
2 100 LOBBY-E
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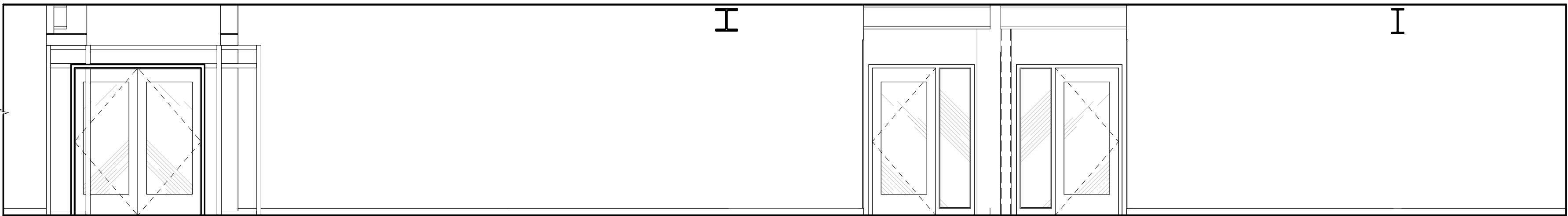
3 100 LOBBY-S
1/4" = 1'-0"



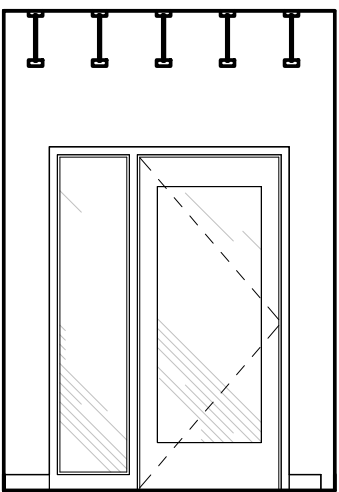
4 100 LOBBY-W
1/4" = 1'-0"



5 103 HALL-N
1/4" = 1'-0"



6 103 HALL-S
1/4" = 1'-0"



7 103 HALL-W
1/4" = 1'-0"

GENERAL SHEET NOTES

- ALL WALLS TO BE GYPSUM BOARD, PAINTED P-1, UNLESS NOTED OTHERWISE.
- VERIFY ALL EQUIPMENT DIMENSIONS AND MOUNTING / BACKING REQUIREMENTS PER MANUFACTURER'S SPECIFICATIONS. COORDINATE WORK TO ENSURE PROPER AND ADEQUATE PROVISIONS OF ALL REQUIRED UTILITY SIZING AND LOCATION, AND FOR INSTALLATION AND ANCHORAGE OF EQUIPMENT.
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- PROVIDE IN-WALL MOUNTING SUPPORTS FOR ALL COUNTERS INSTALLED WITHOUT BASE CABINETS. REF DETAIL 6/A9.11
- REFER TO STANDARD MOUNTING GUIDE FOR ALL REST ROOM FIXTURES A0.10

Item 7b.

S|E A

SCOTT EDWARDS ARCHITECTURE LLP.

2525 E Burnside Street, Portland, OR 97214
phone: (503) 226-3617 www.seallp.com

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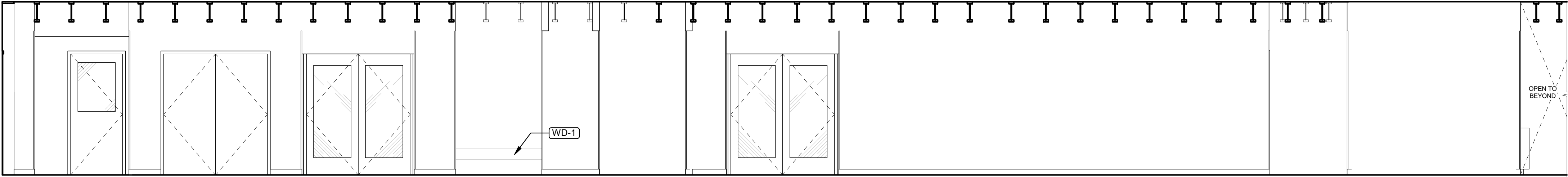
INTERIOR
ELEVATIONS

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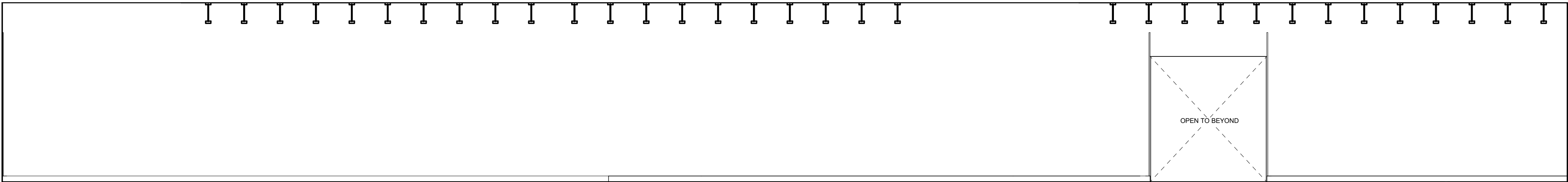
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2 104 HALL-E

1/4" = 1'-0"



3 104 HALL-W

1/4" = 1'-0"

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Drawing:

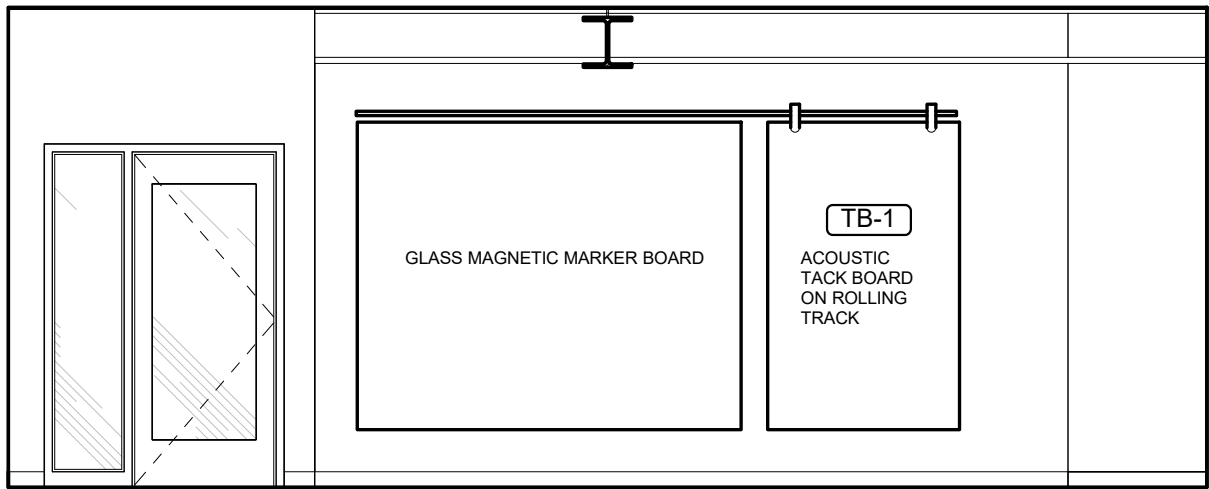
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ELEVATIONS

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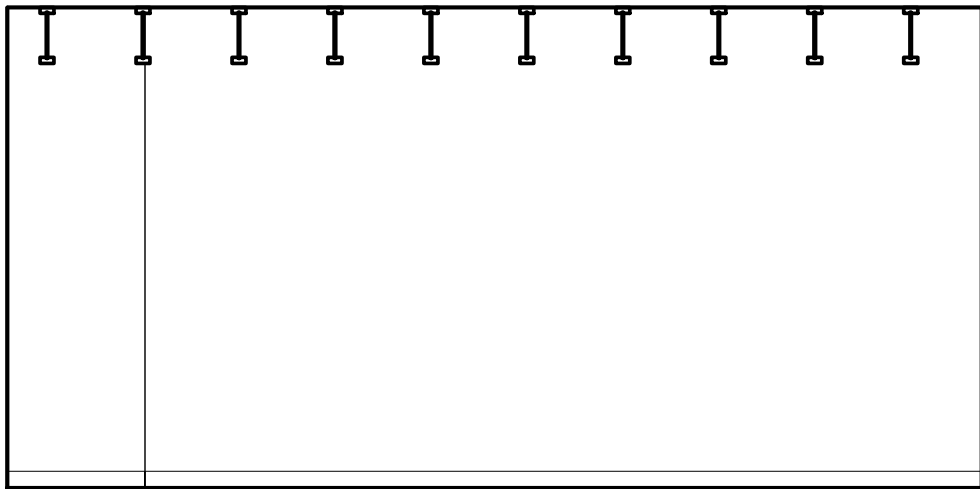
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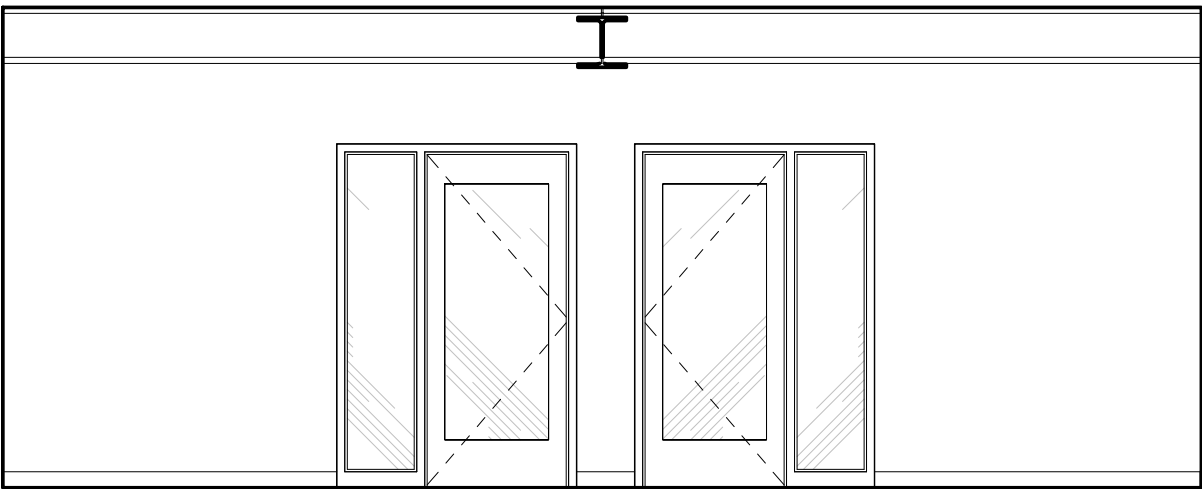
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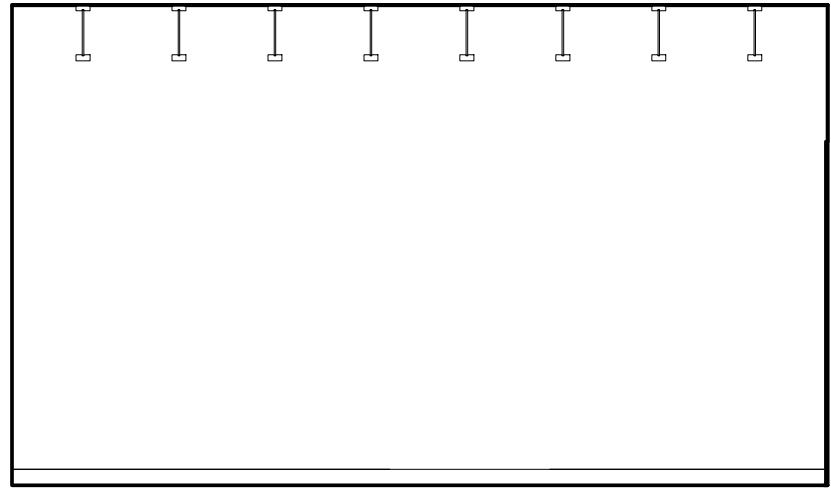
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1/4" = 1'-0"



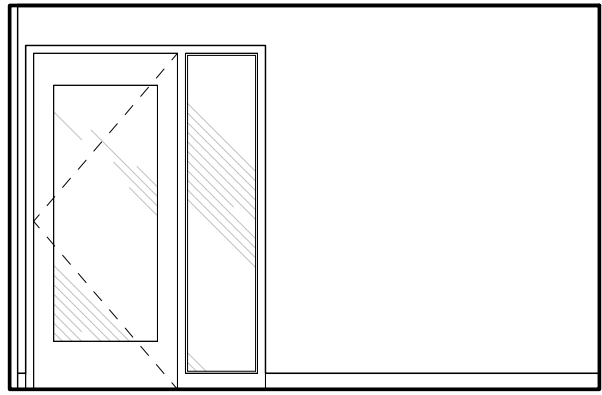
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1/4" = 1'-0"



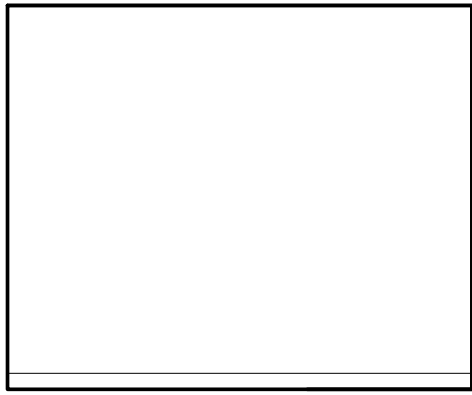
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1/4" = 1'-0"



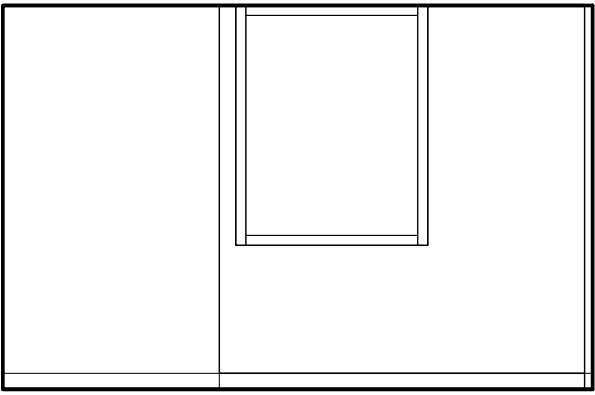
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1/4" = 1'-0"



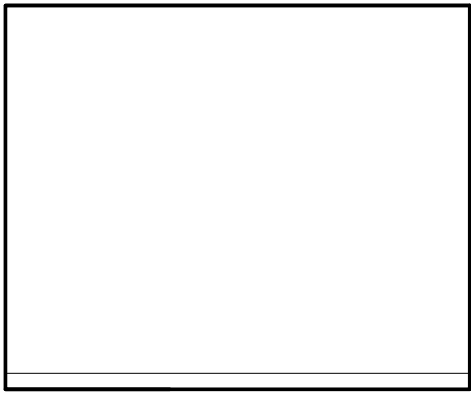
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1/4" = 1'-0"



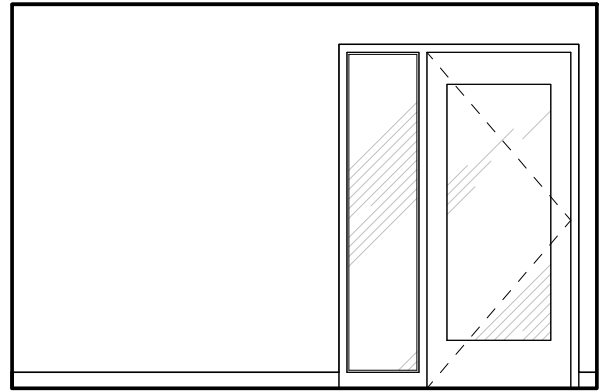
6 111 OFFICE - E
1/4" = 1'-0"



7 111 OFFICE - S
1/4" = 1'-0"



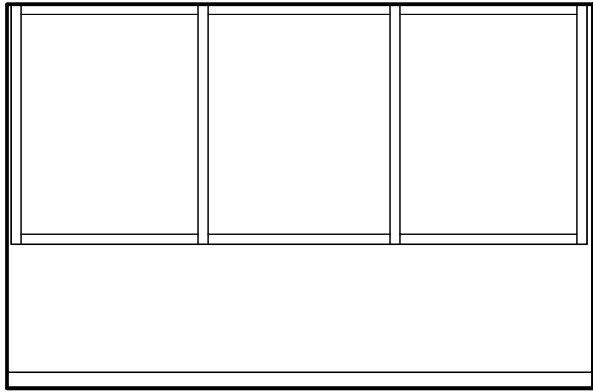
8 111 OFFICE - W
1/4" = 1'-0"



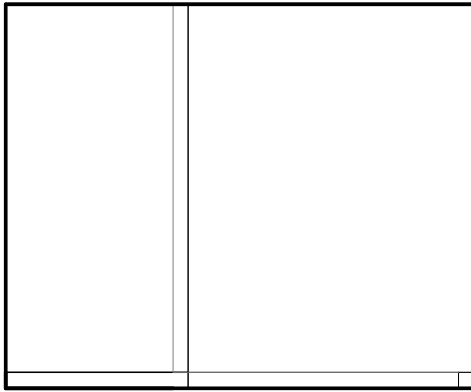
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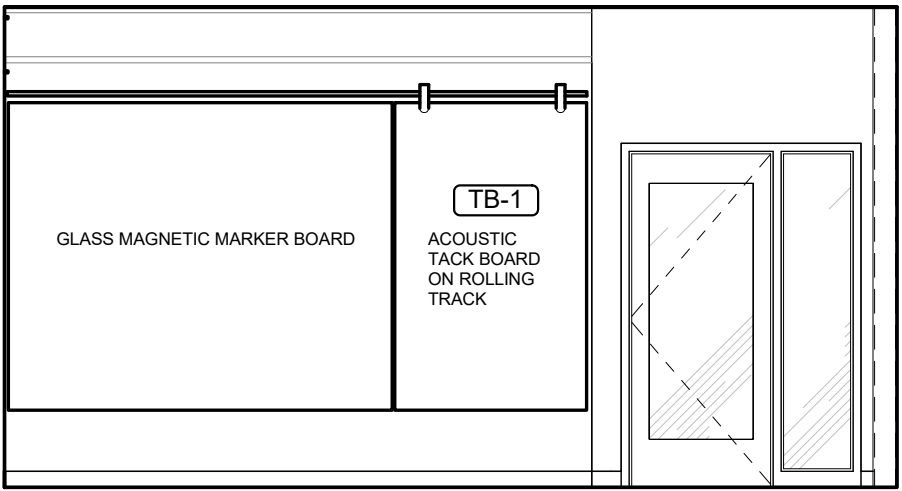
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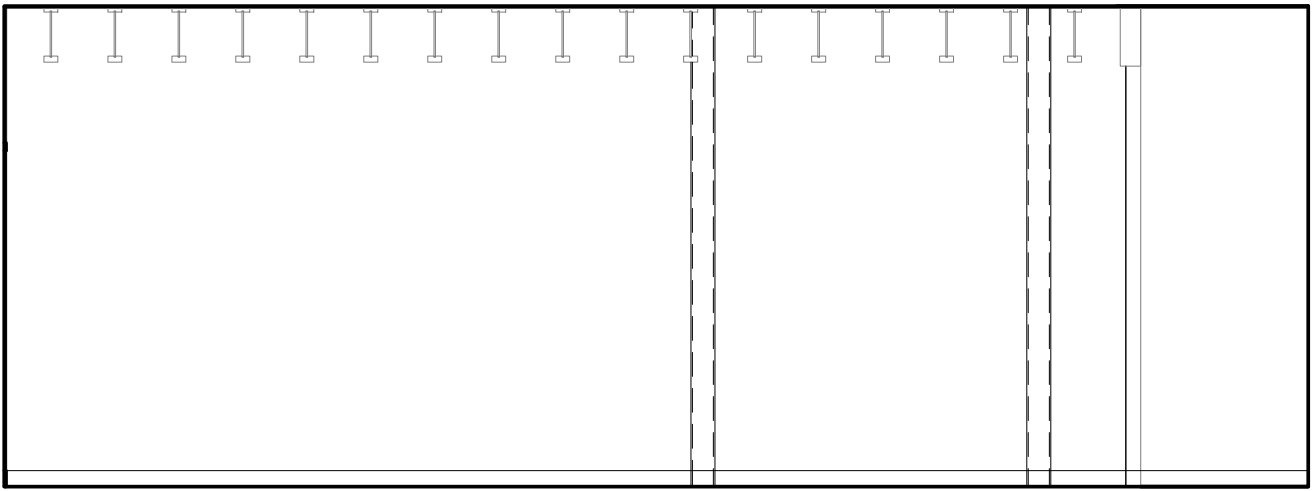
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1/4" = 1'-0"



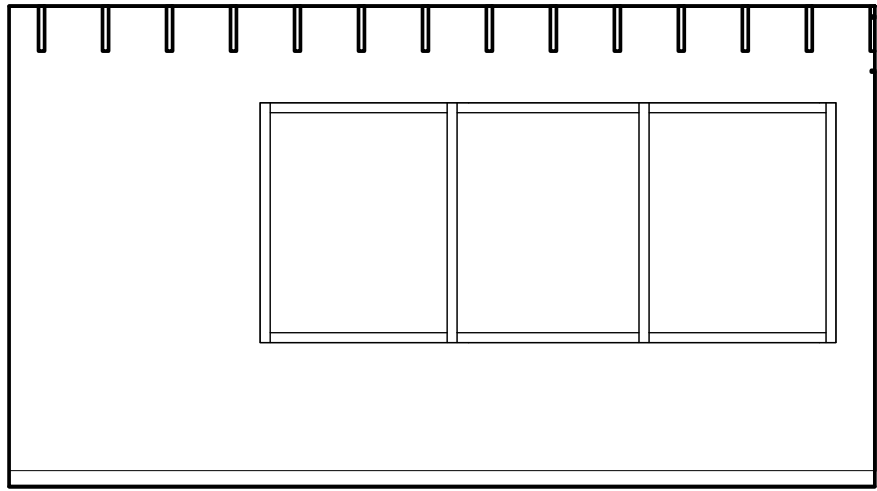
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1/4" = 1'-0"



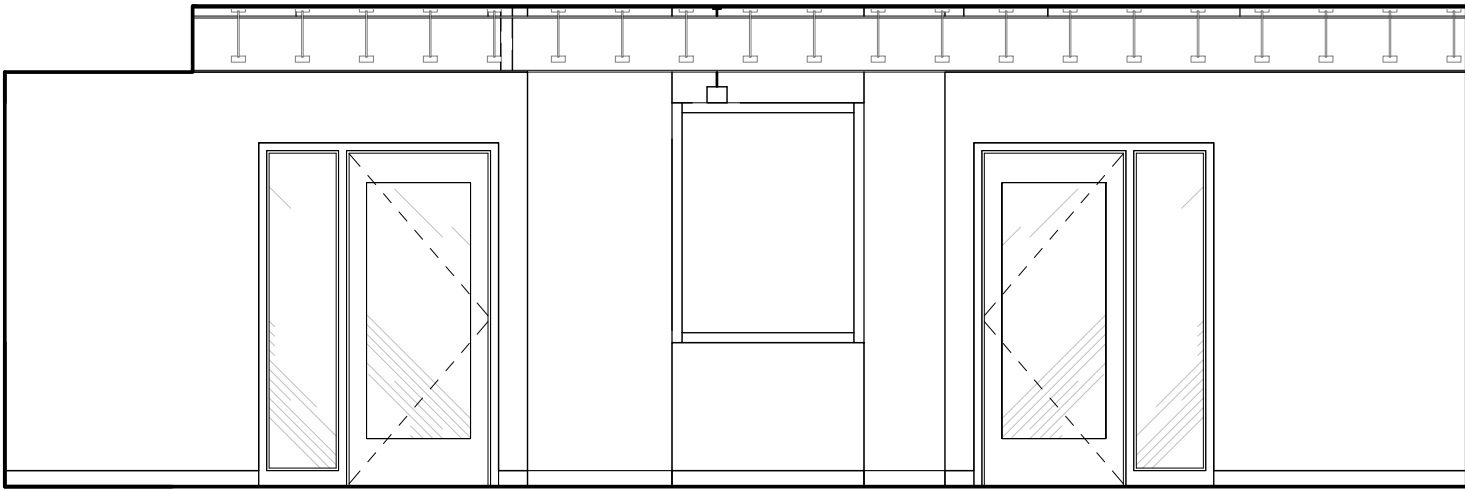
13 113 WASTE - N
1/4" = 1'-0"



14 113 WASTE - E
1/4" = 1'-0"



15 113 WASTE - S
1/4" = 1'-0"



16 113 WASTE - W
1/4" = 1'-0"

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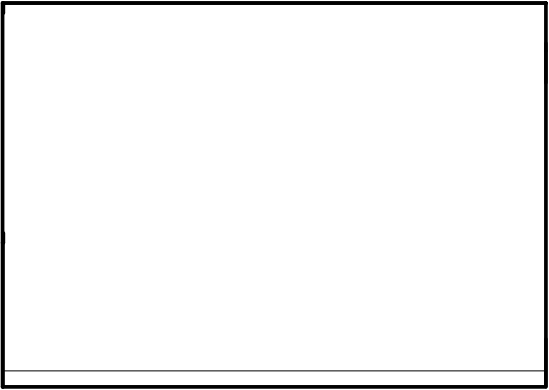
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ELEVATIONS

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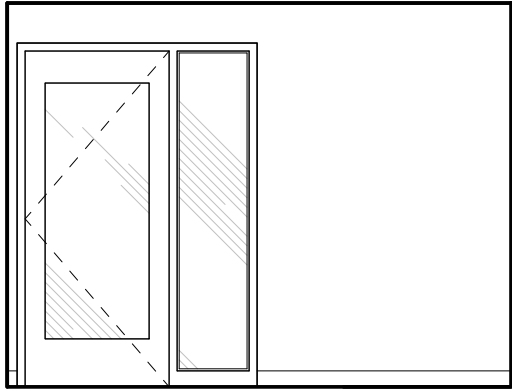
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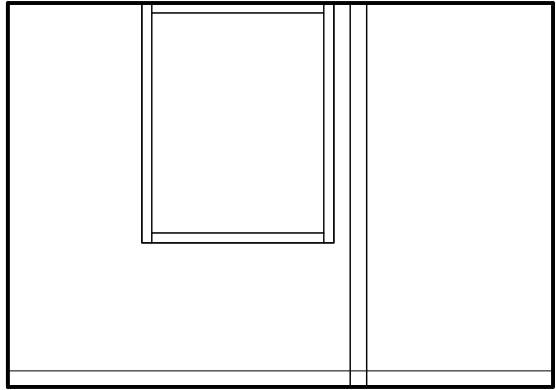
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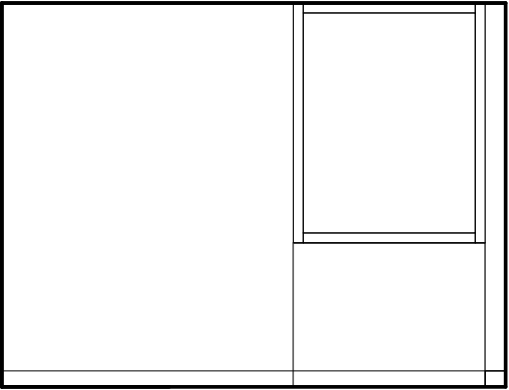
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1/4" = 1'-0"



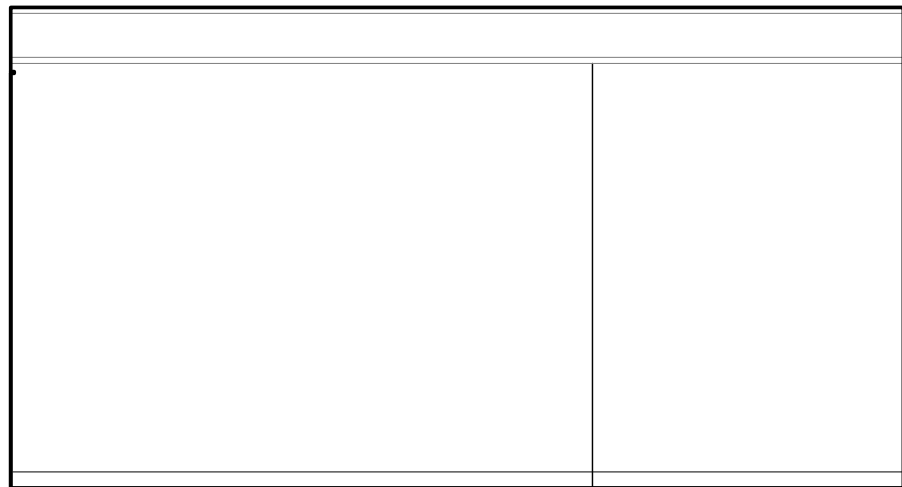
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1/4" = 1'-0"



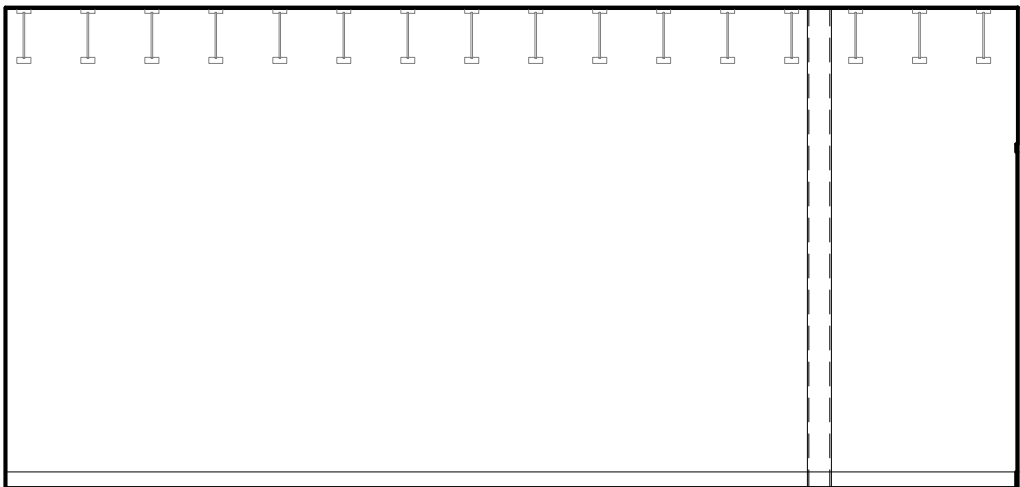
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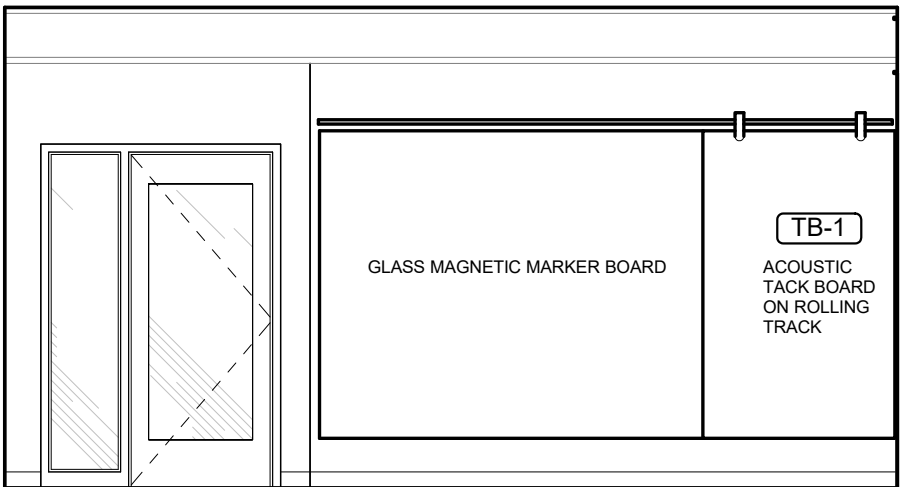
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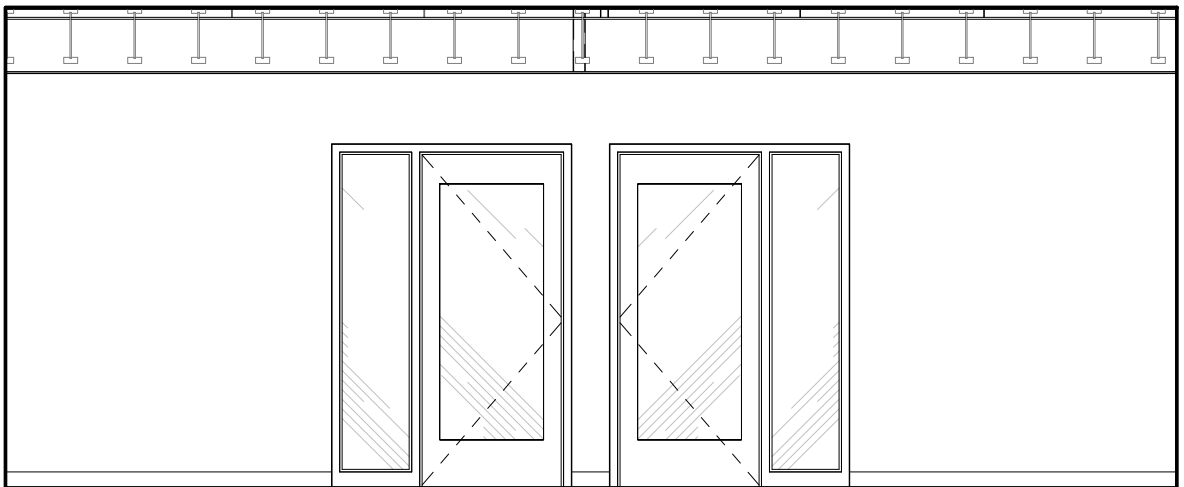
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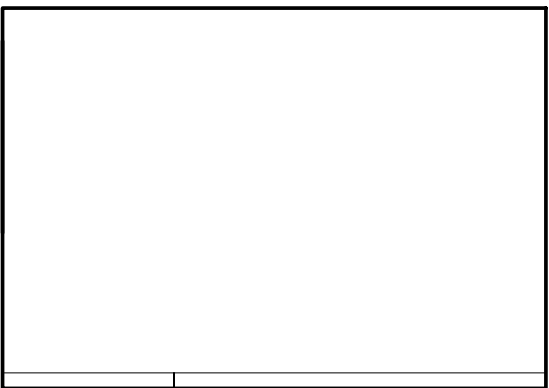
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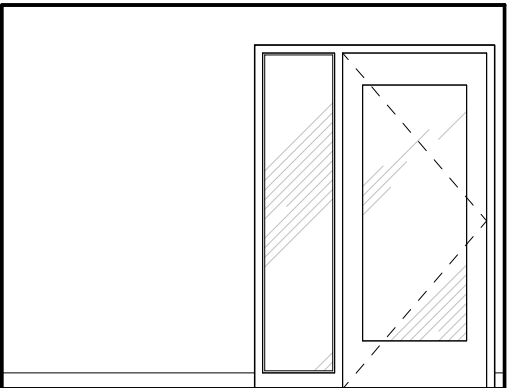
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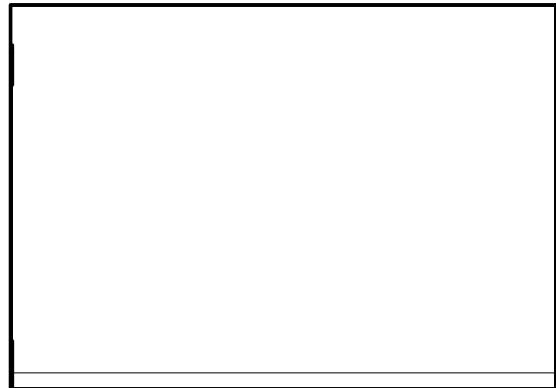
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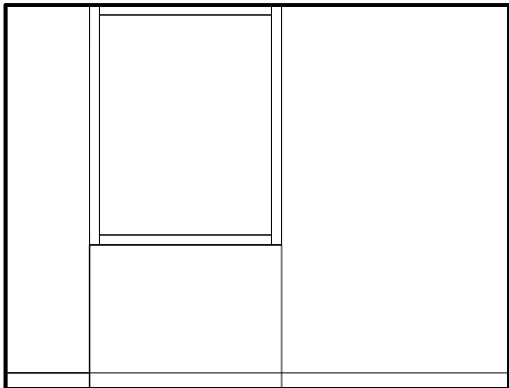
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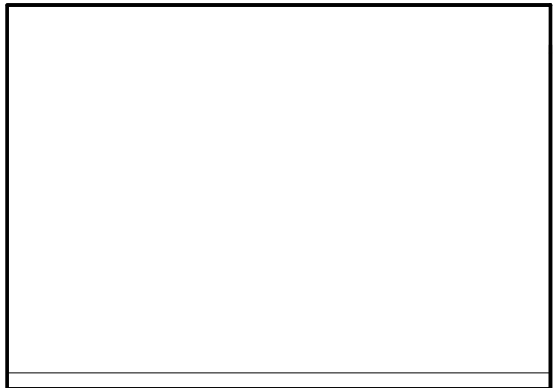
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1/4" = 1'-0"



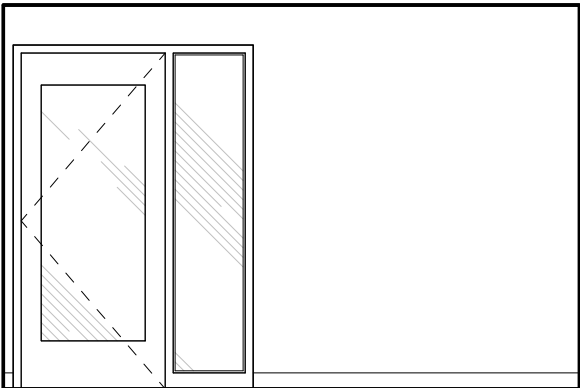
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1/4" = 1'-0"



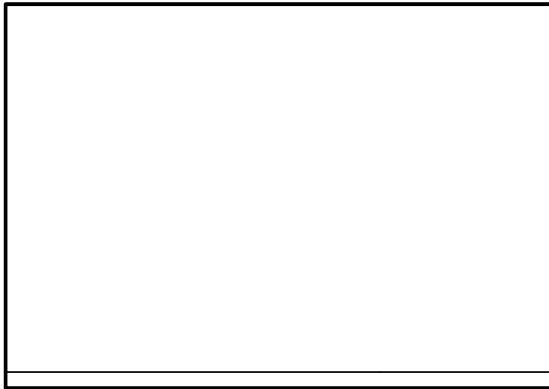
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1/4" = 1'-0"



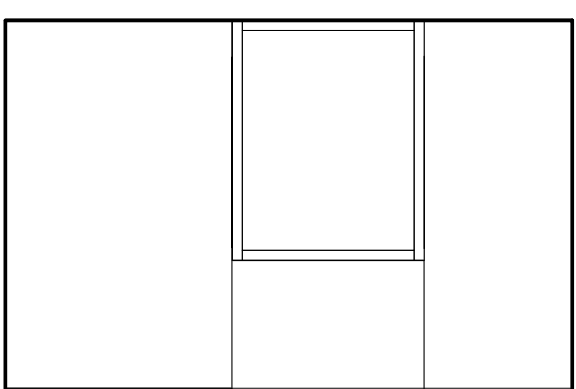
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1/4" = 1'-0"



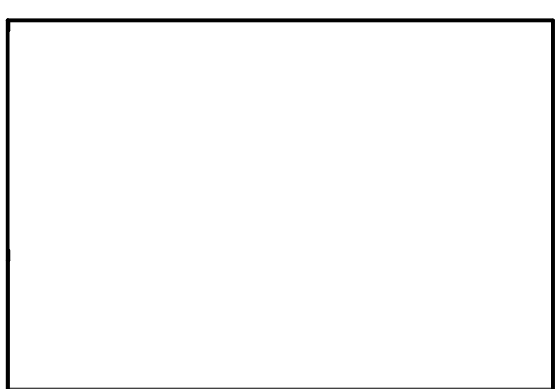
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1/4" = 1'-0"



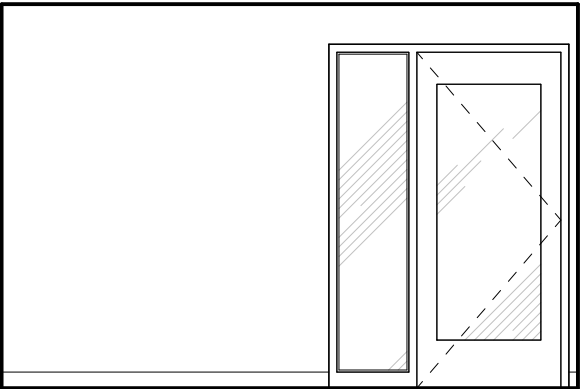
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1/4" = 1'-0"



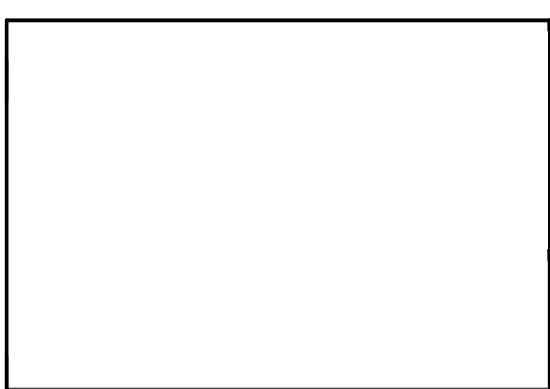
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1/4" = 1'-0"



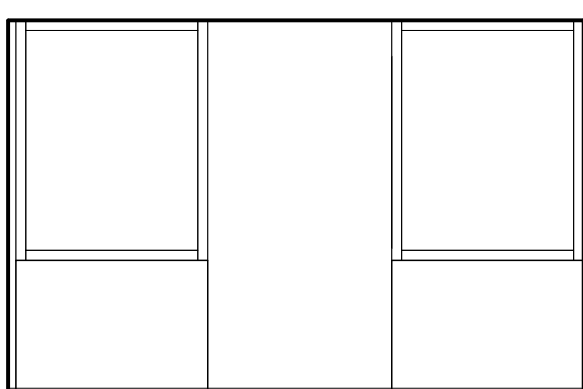
17 118 OFFICE - N
1/4" = 1'-0"



18 118 OFFICE - E
1/4" = 1'-0"



19 118 OFFICE - S
1/4" = 1'-0"



20 118 OFFICE - W
1/4" = 1'-0"

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Item 7b.

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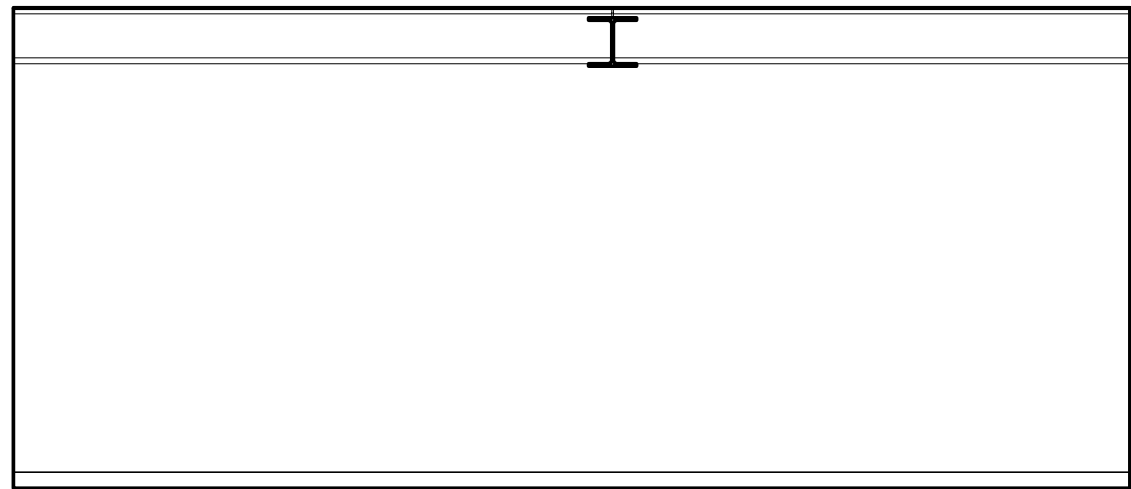
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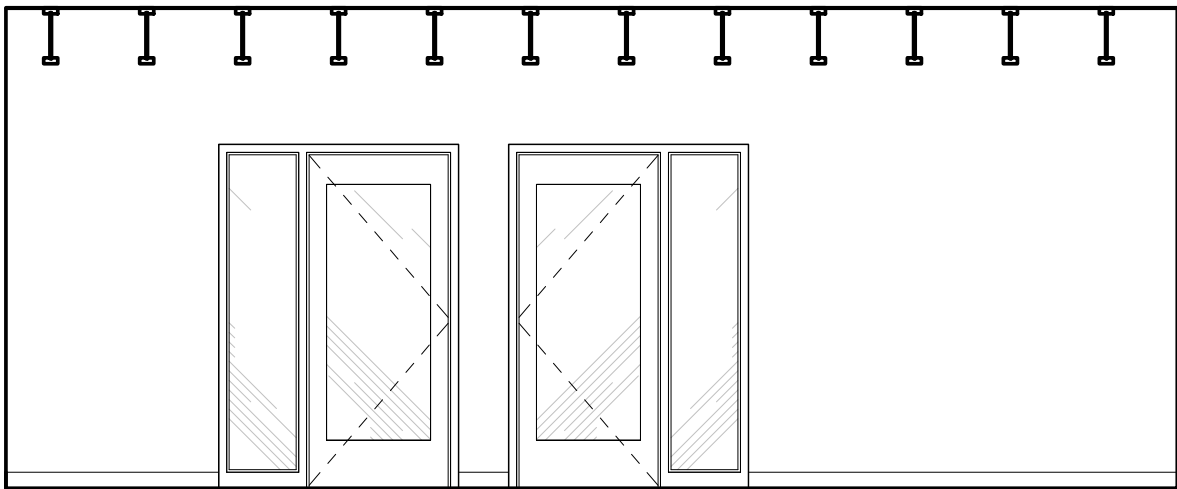
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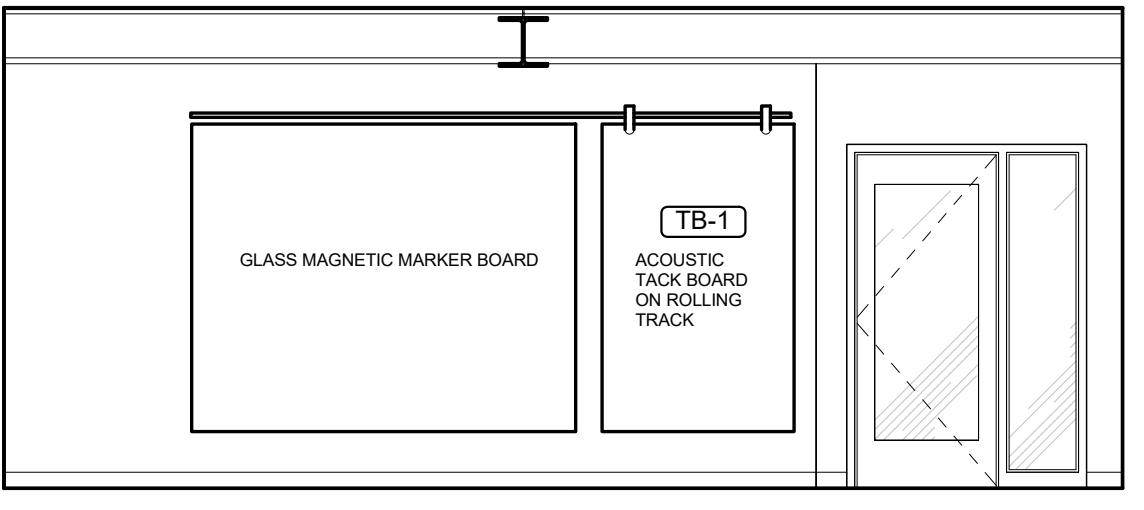
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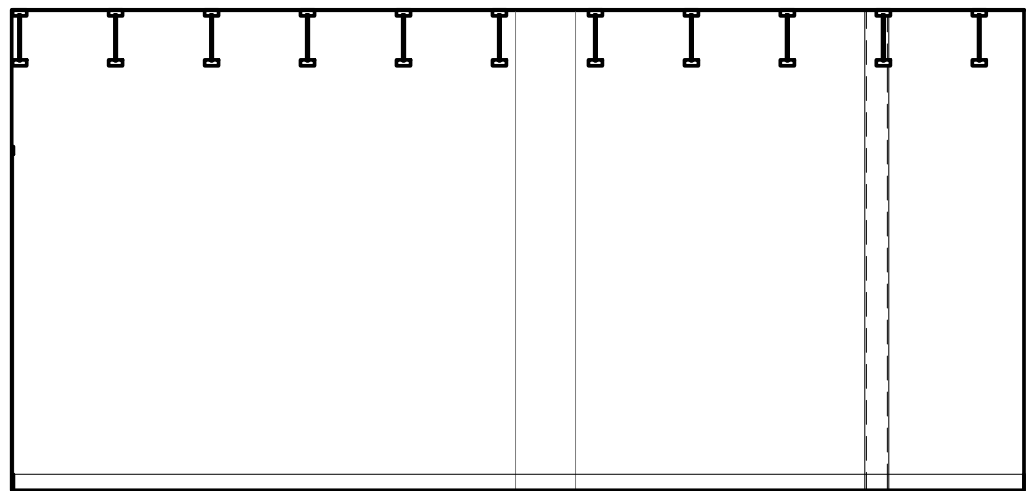
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1/4" = 1'-0"



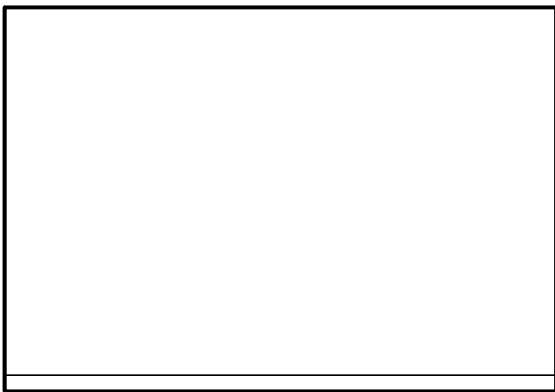
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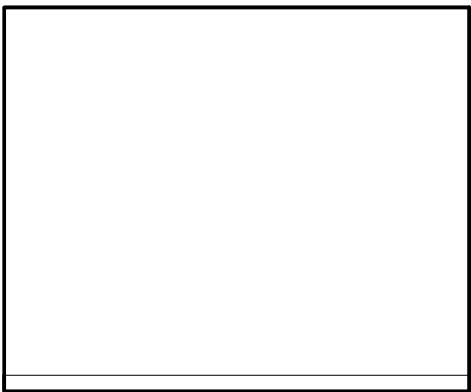
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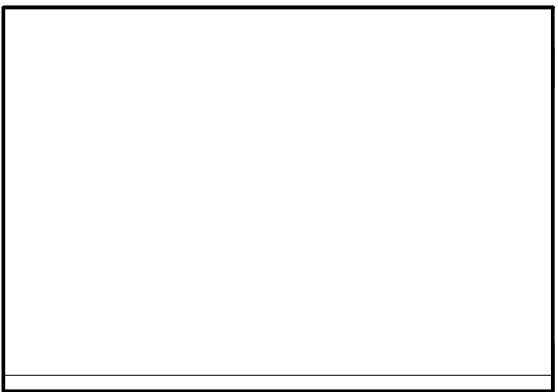
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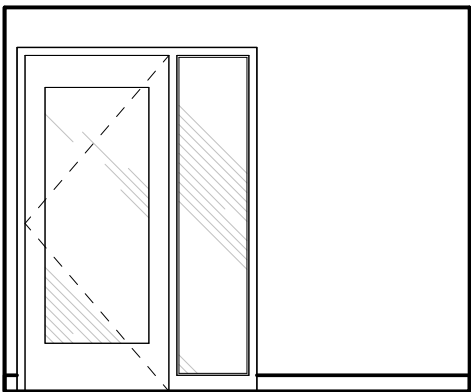
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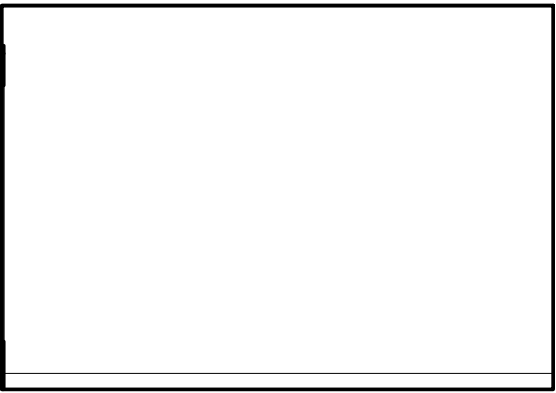
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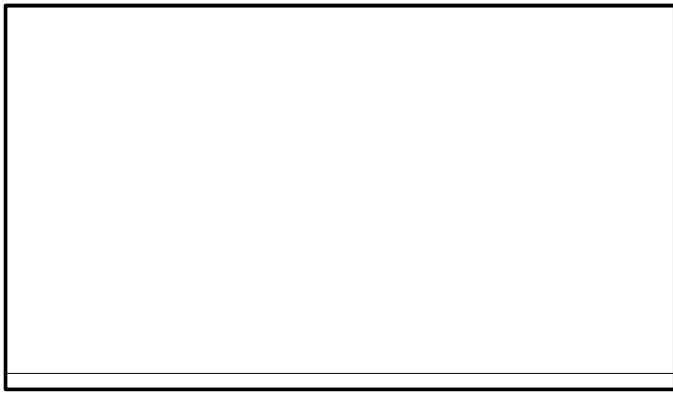
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1/4" = 1'-0"



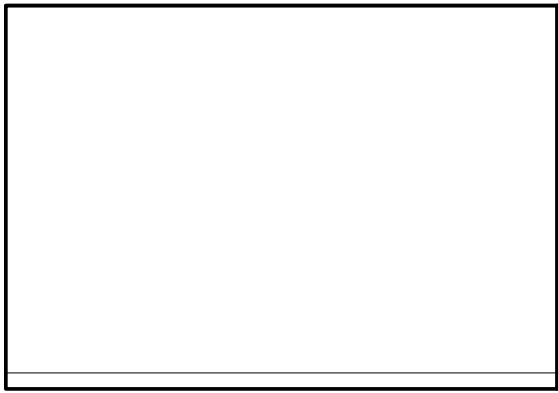
8 121 OFFICE - W
1/4" = 1'-0"



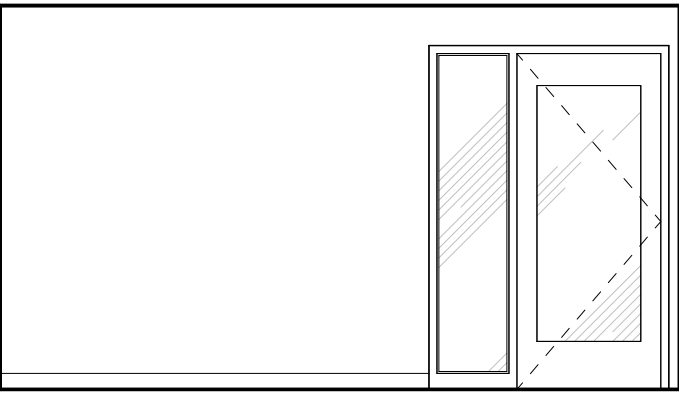
9 120 OFFICE - N
1/4" = 1'-0"



10 120 OFFICE - E
1/4" = 1'-0"



11 120 OFFICE - S
1/4" = 1'-0"



12 120 OFFICE - W
1/4" = 1'-0"

GENERAL SHEET NOTES

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Item 7b.

OREGON CITY PUBLIC WORKS

Job Number: 19112

13895 FIR STREET
OREGON CITY, OR 97045

PERMIT SET JUL 10, 2020

ISSUE DATE

Drawing:

INTERIOR
ELEVATIONS

Sheet No:

A8.05

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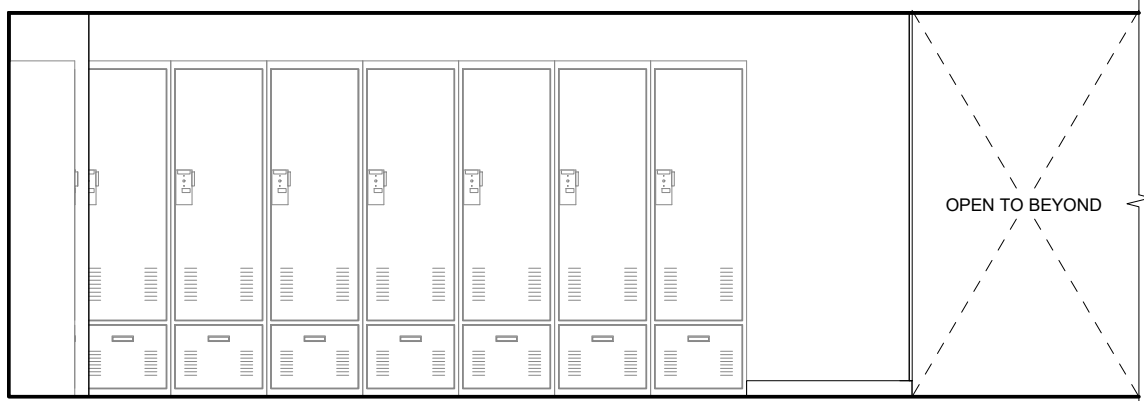
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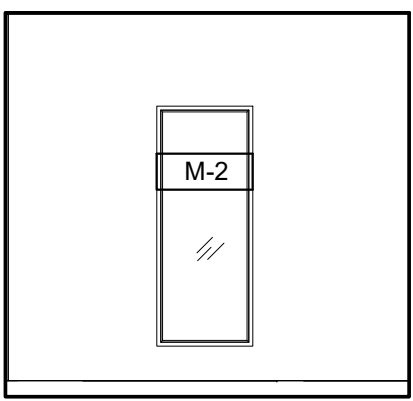
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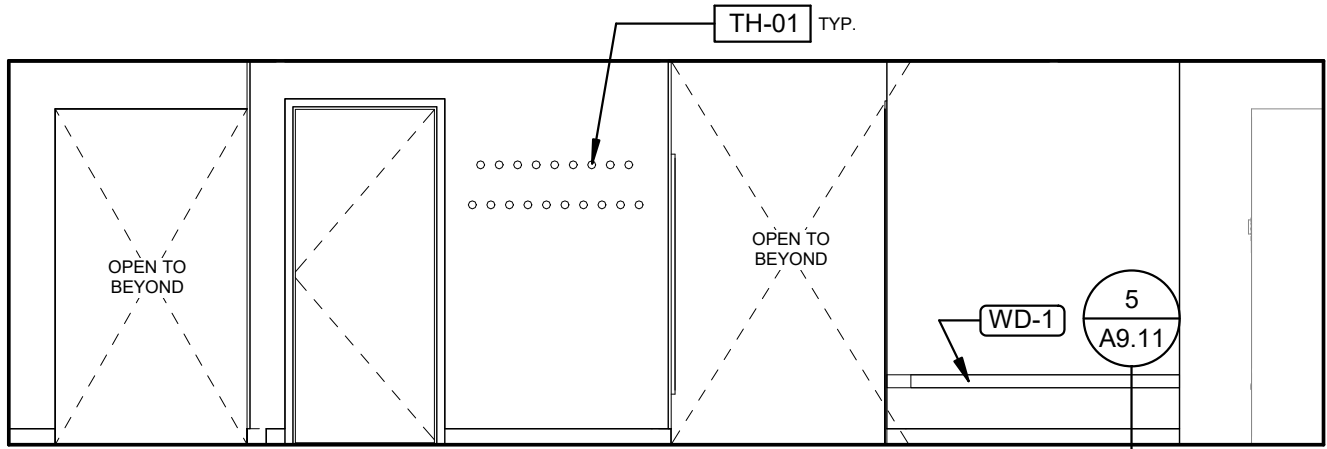
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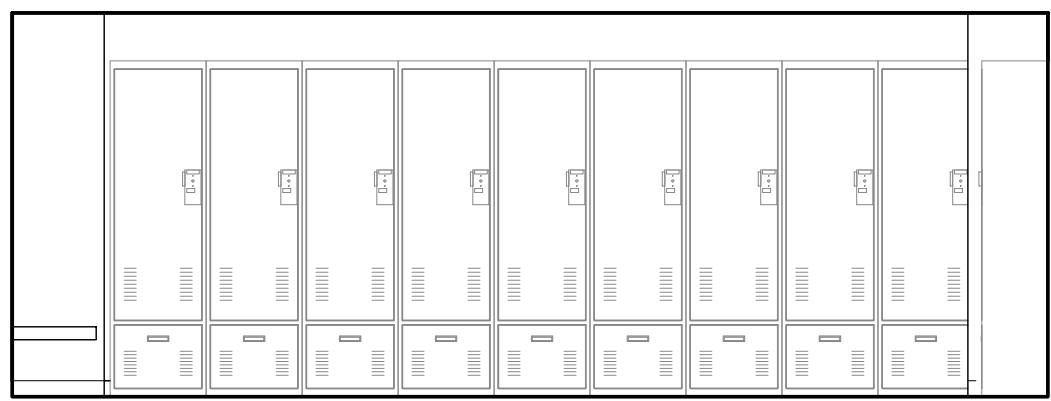
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1/4" = 1'-0"



2 133 MENS LOCKER - N1
1/4" = 1'-0"



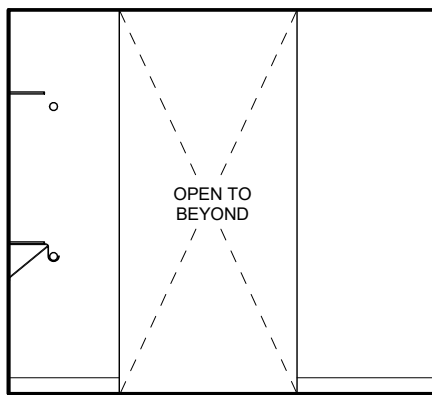
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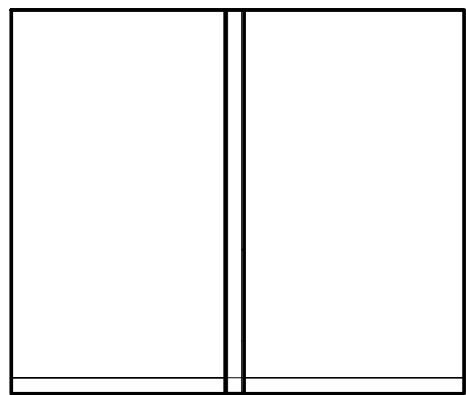
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1/4" = 1'-0"



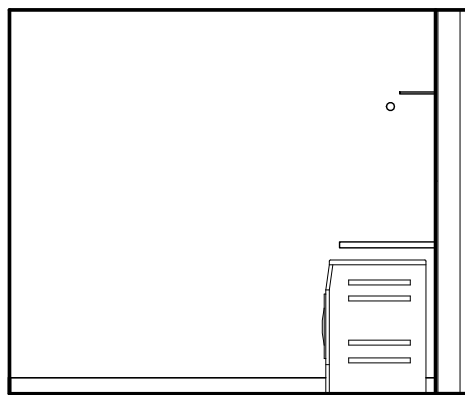
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1/4" = 1'-0"



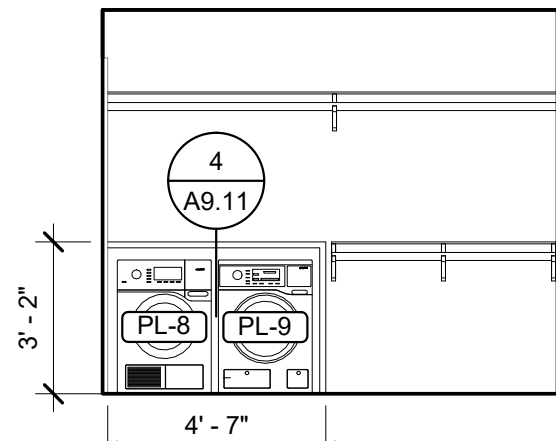
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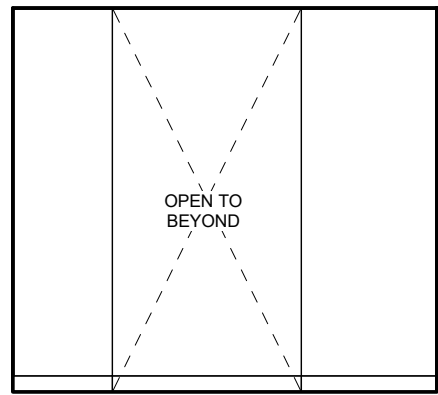
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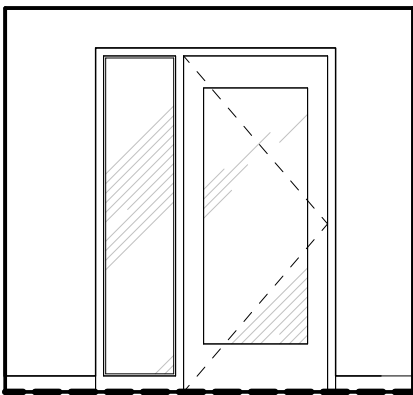
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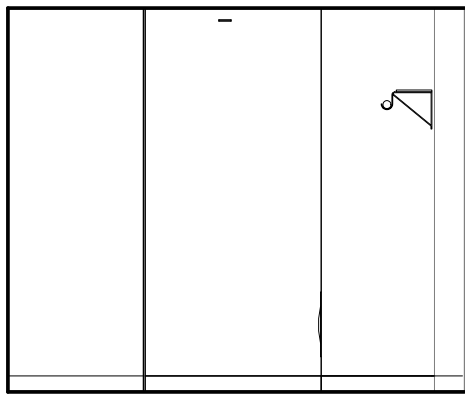
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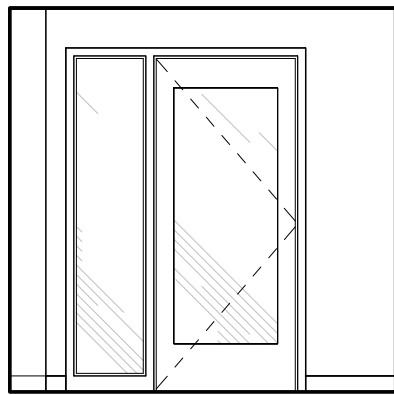
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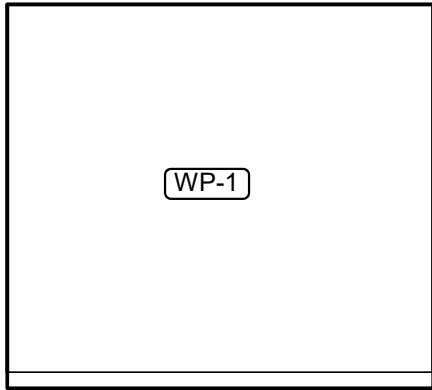
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1/4" = 1'-0"



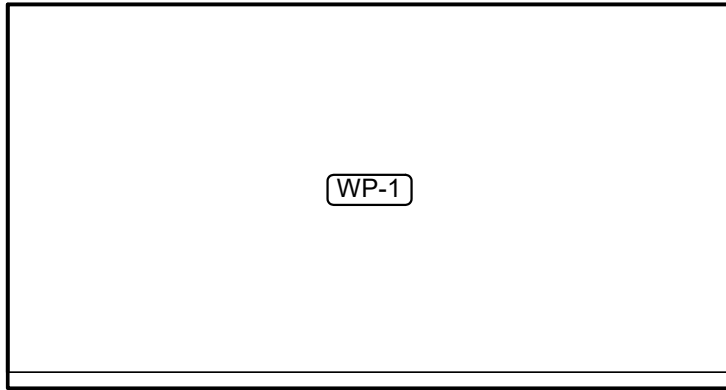
12 136 ENTRY VEST - S
1/4" = 1'-0"



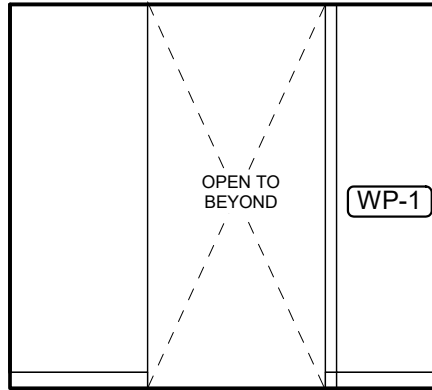
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1/4" = 1'-0"



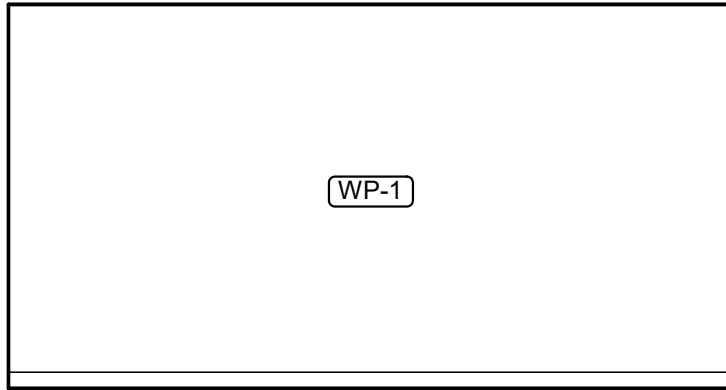
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1/4" = 1'-0"



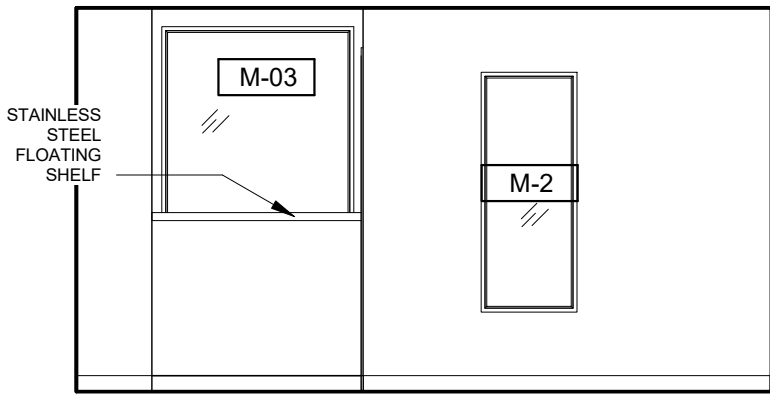
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1/4" = 1'-0"



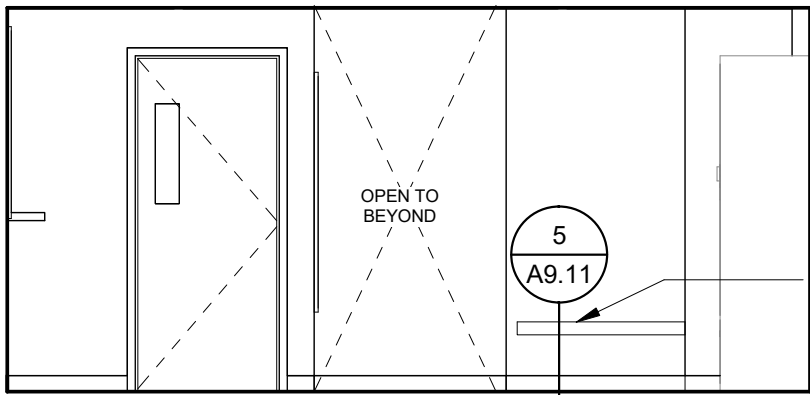
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1/4" = 1'-0"



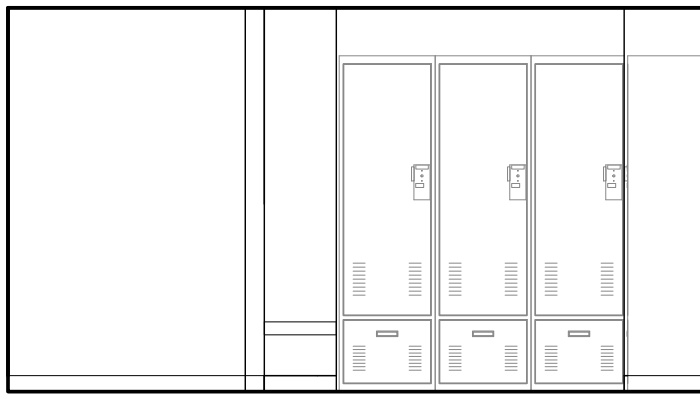
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1/4" = 1'-0"



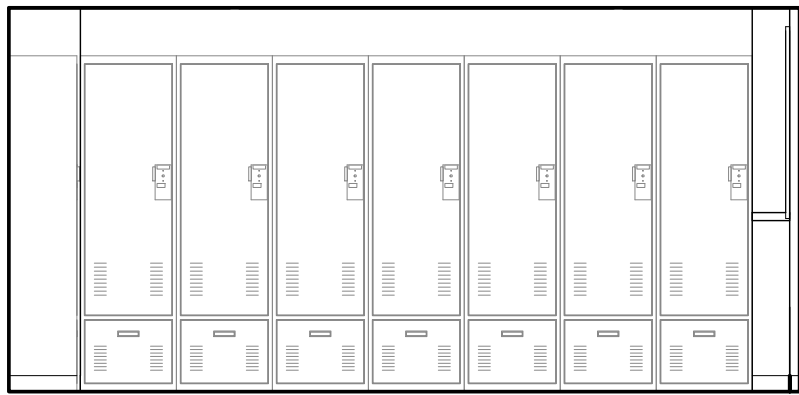
18 141 W LOCKER ROOM - N
1/4" = 1'-0"



19 141 W LOCKER ROOM - E
1/4" = 1'-0"



20 141 W LOCKER ROOM - S
1/4" = 1'-0"



21 141 W LOCKER ROOM - W
1/4" = 1'-0"

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Item 7b.

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OREGON CITY PUBLIC WORKS

Job Number: 19112

13895 FIR STREET
OREGON CITY, OR 97045

PERMIT SET JUL 10, 2020

ISSUE DATE

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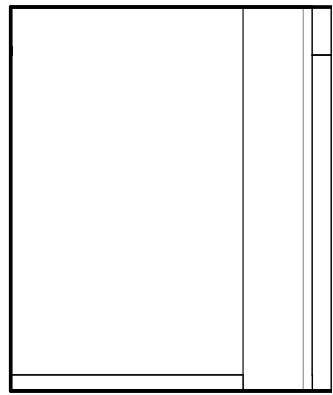
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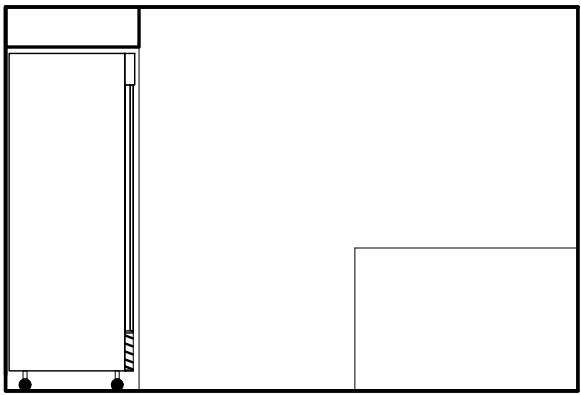
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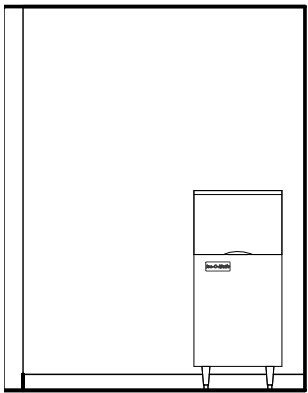
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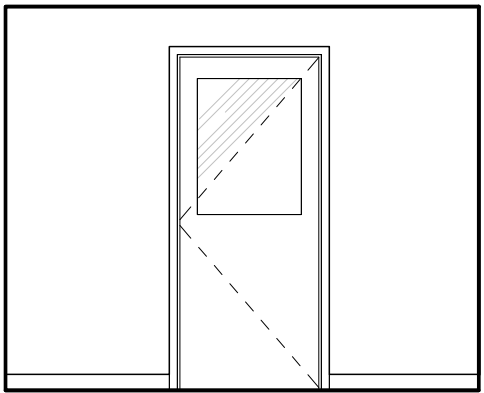
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1/4" = 1'-0"



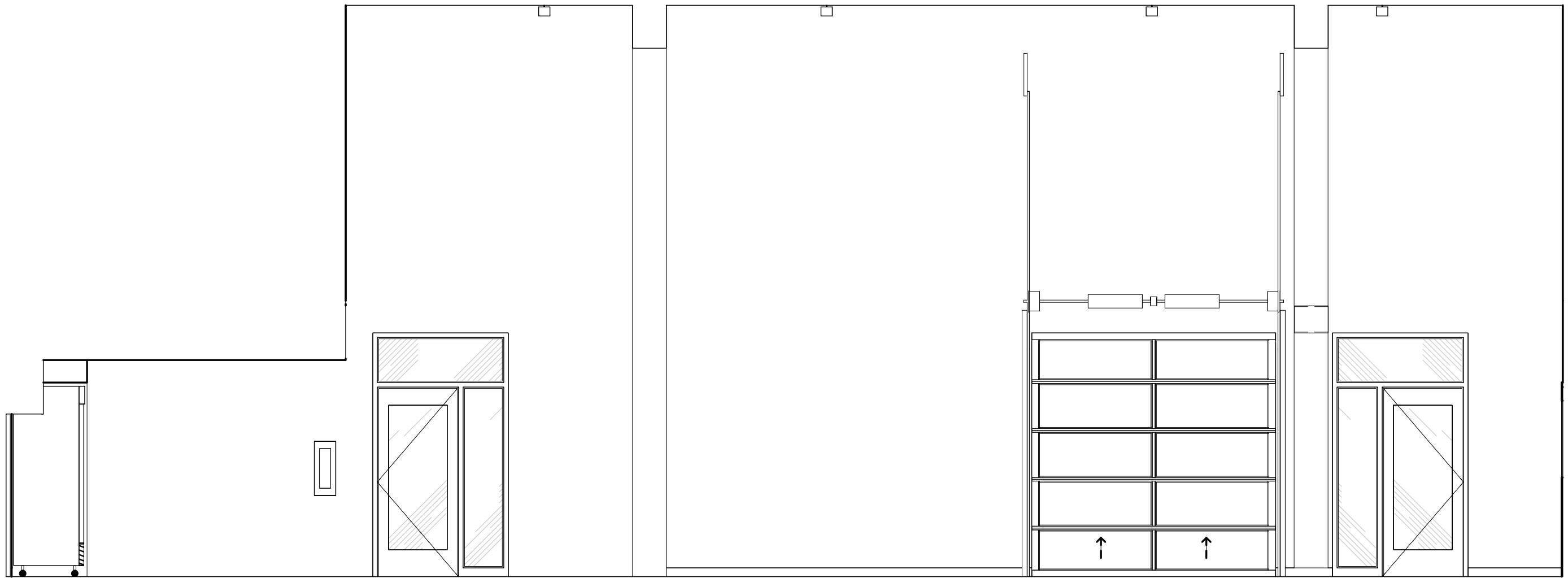
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1/4" = 1'-0"



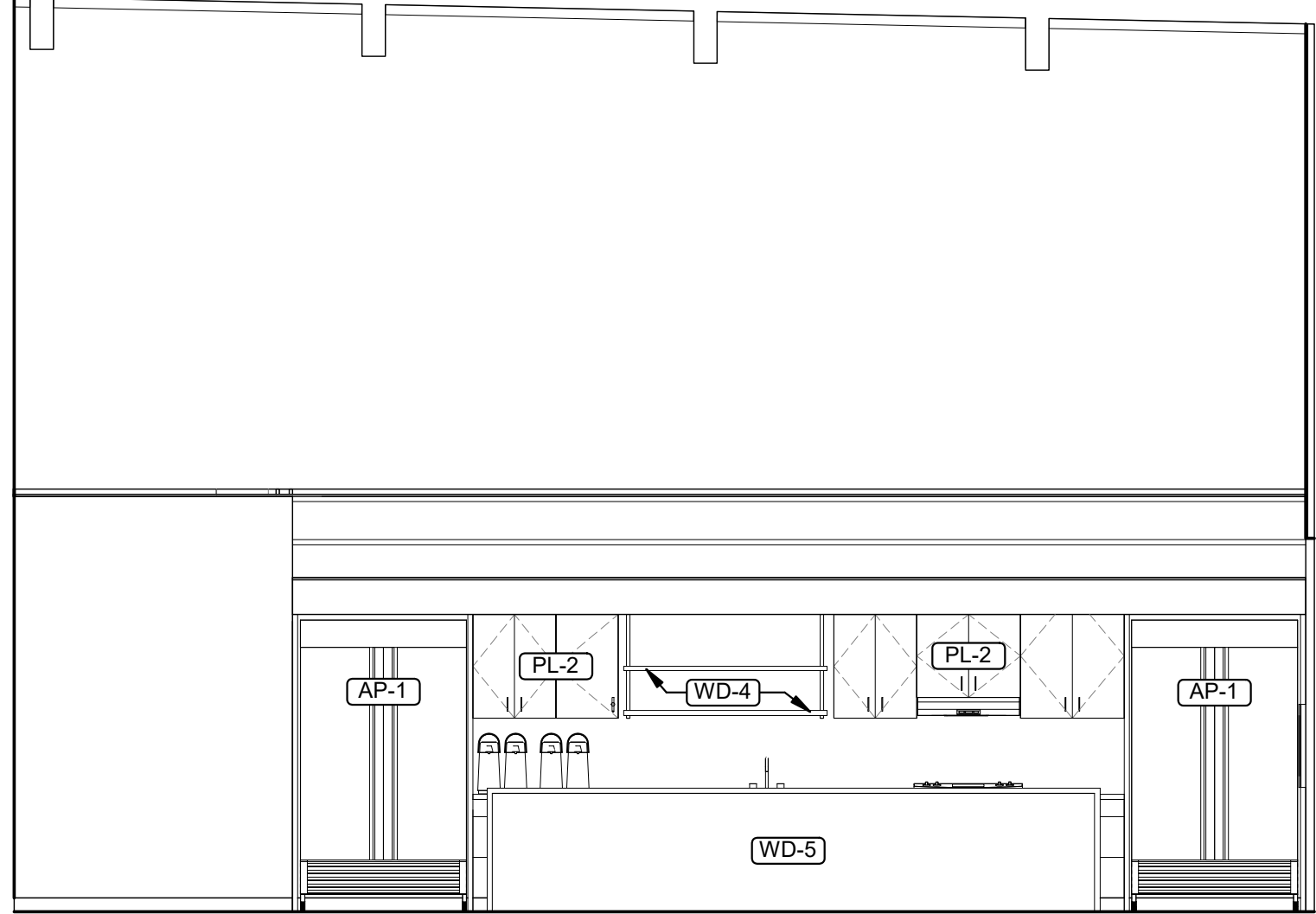
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1/4" = 1'-0"



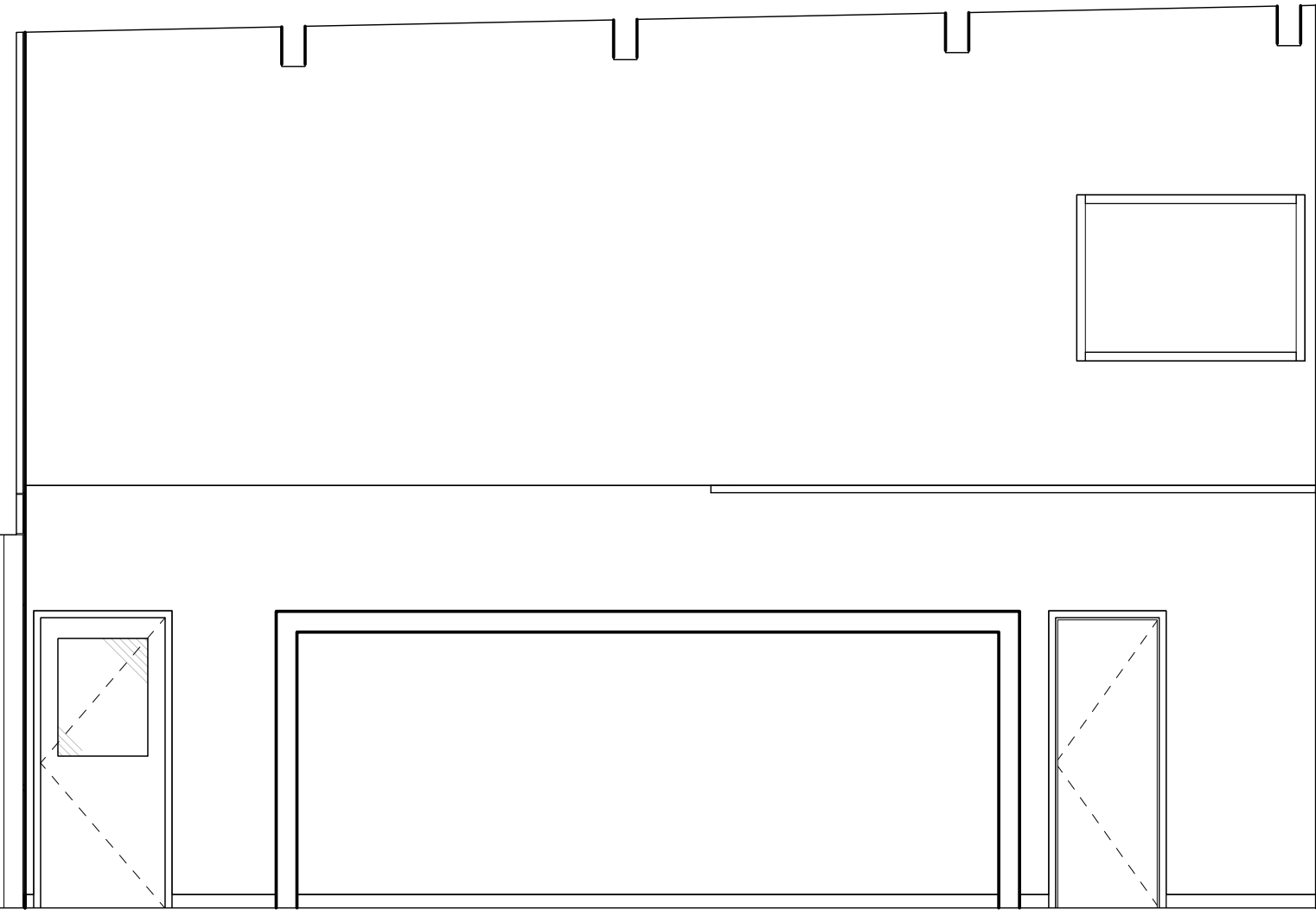
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1/4" = 1'-0"



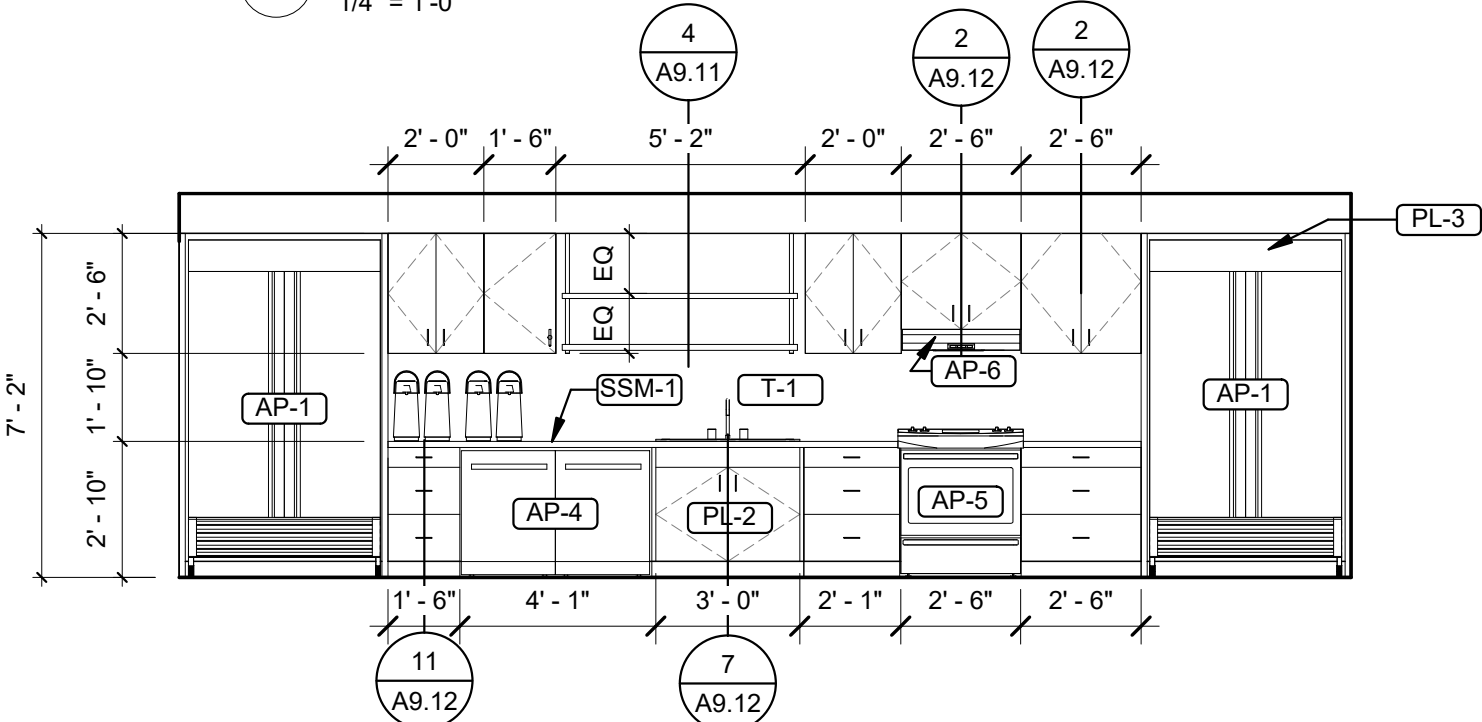
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1/4" = 1'-0"



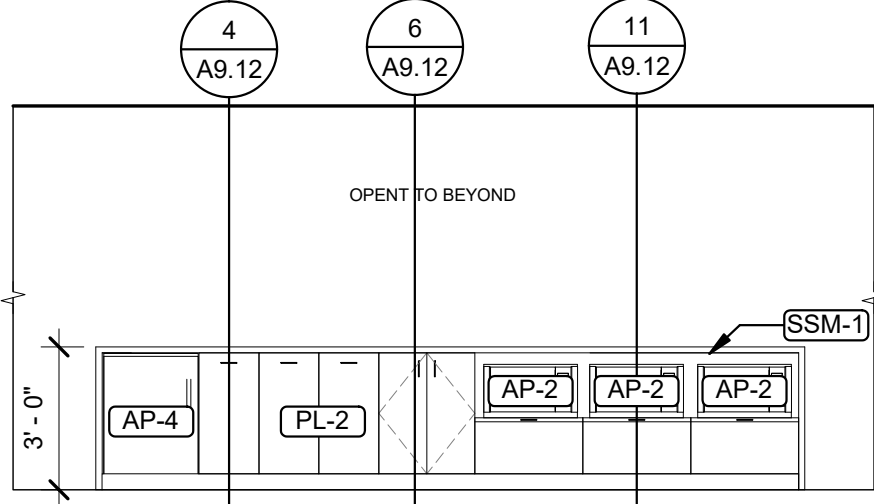
5 141 STAFF ROOM N
1/4" = 1'-0"



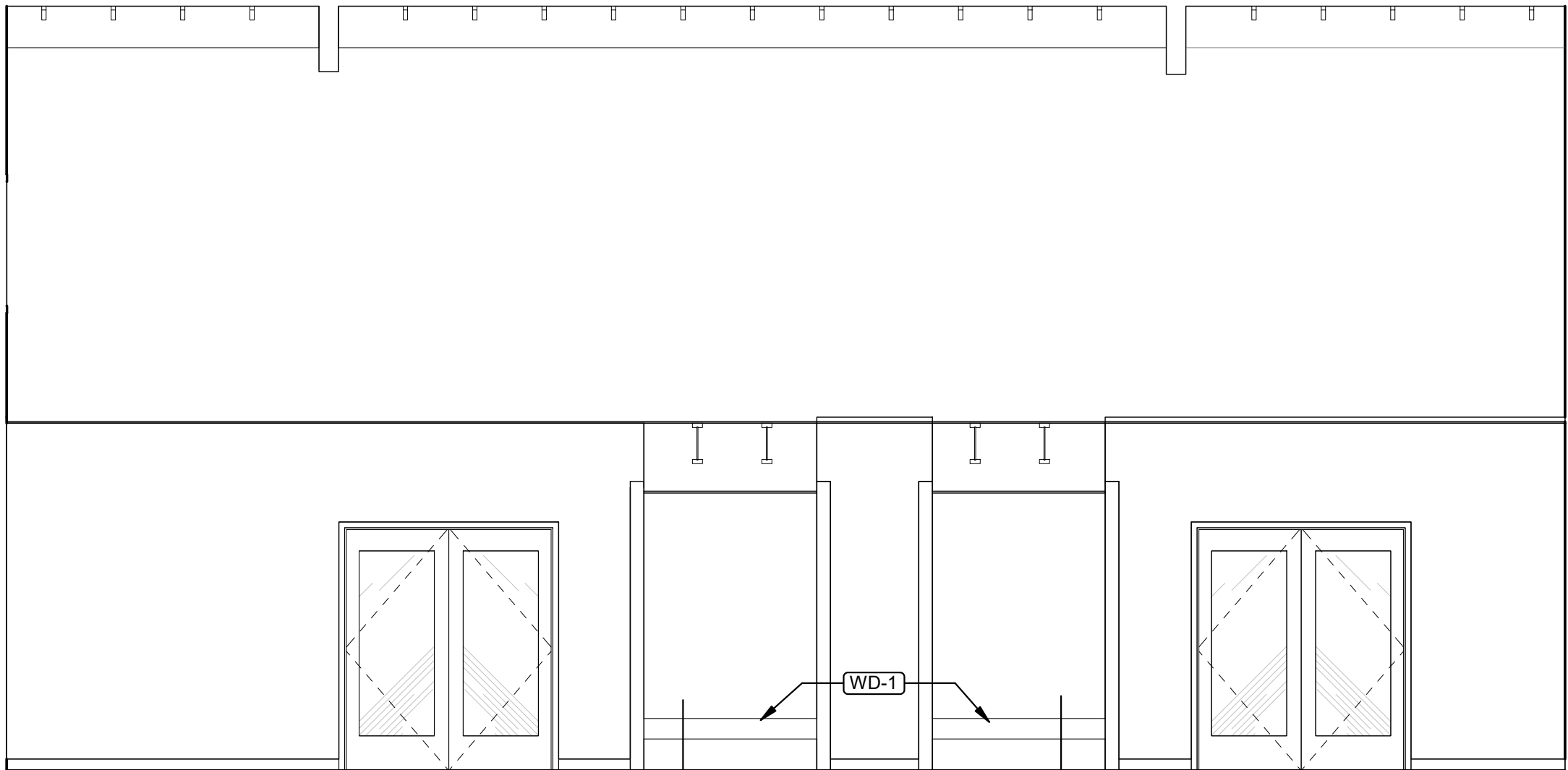
7 141 STAFF ROOM S
1/4" = 1'-0"



9 141 STAFF ROOM KITCHEN N
1/4" = 1'-0"



10 141 STAFF ROOM KITCHEN S
1/4" = 1'-0"



8 141 STAFF ROOM W
1/4" = 1'-0"

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Item 7b.

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OREGON CITY PUBLIC WORKS

Job Number: 19112

13895 FIR STREET
OREGON CITY, OR 97045

PERMIT SET JUL 10, 2020

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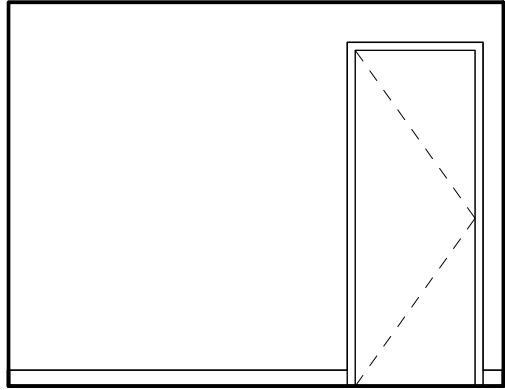
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1 142 STORAGE - N
1/4" = 1'-0"



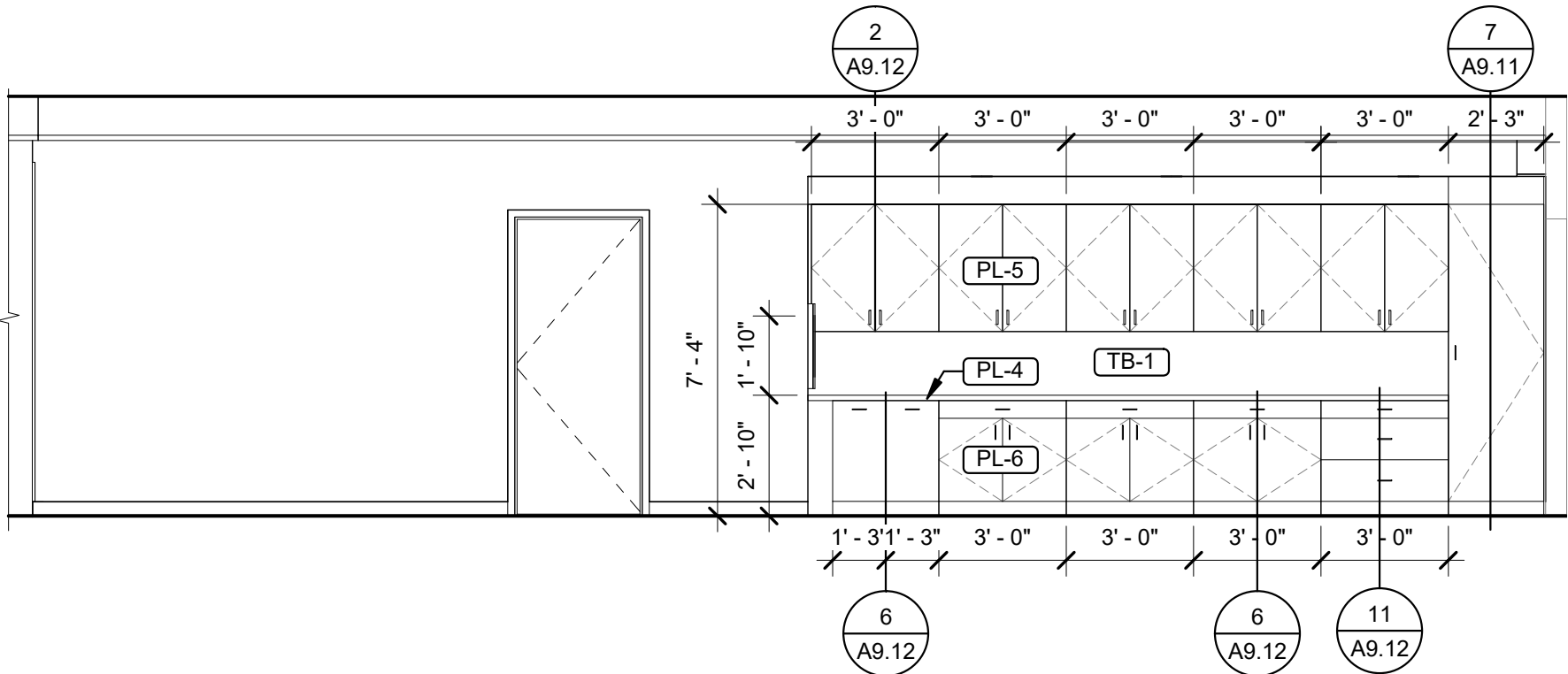
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1/4" = 1'-0"



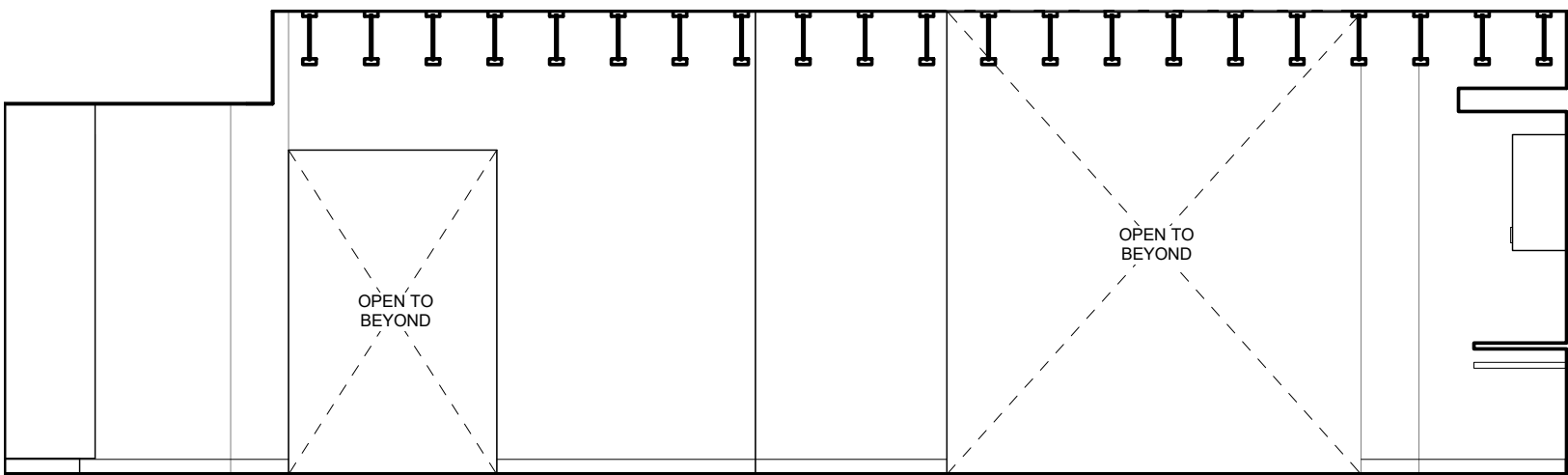
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1/4" = 1'-0"



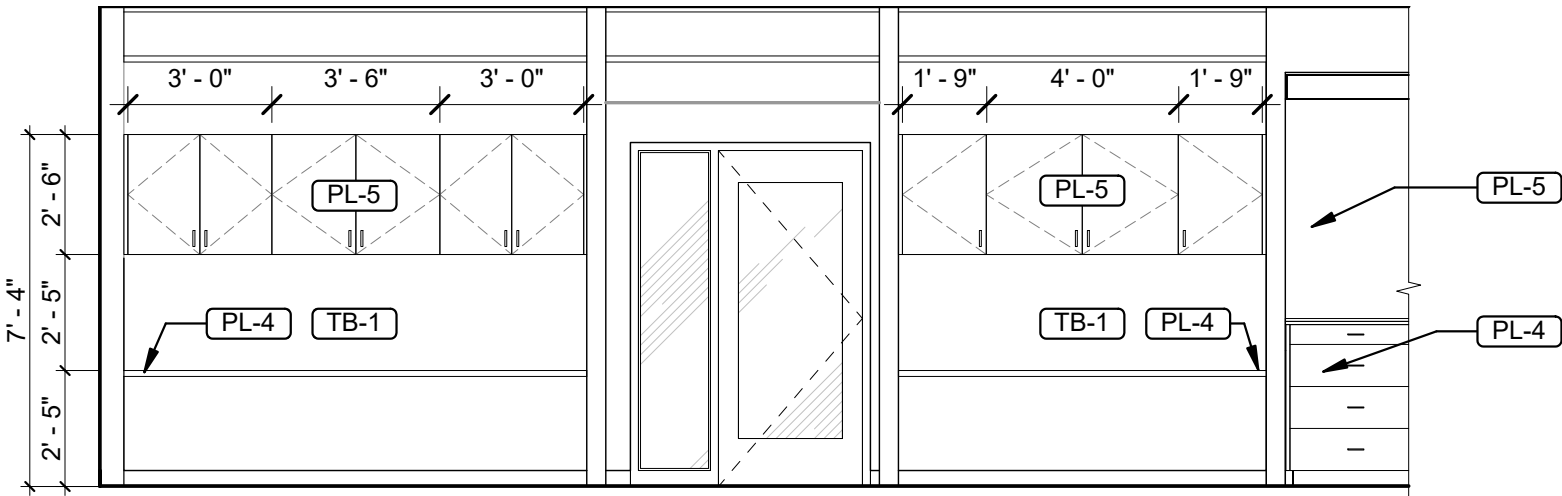
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1/4" = 1'-0"



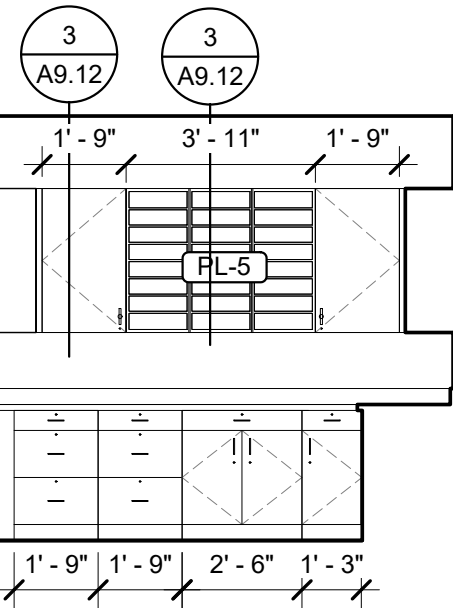
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1/4" = 1'-0"



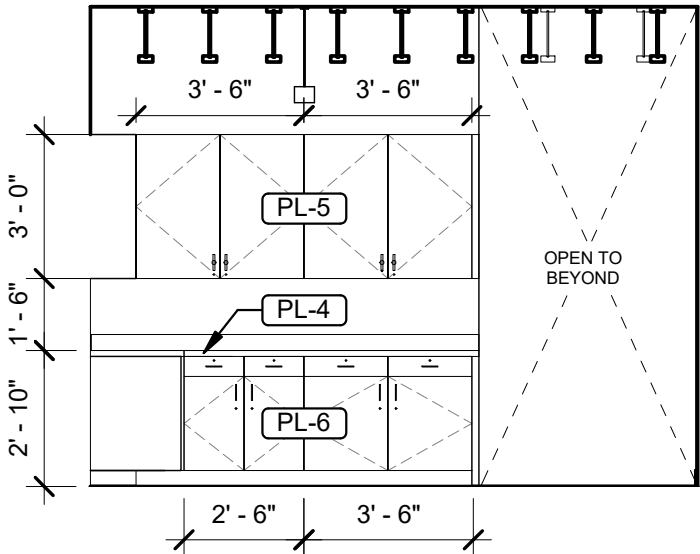
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1/4" = 1'-0"



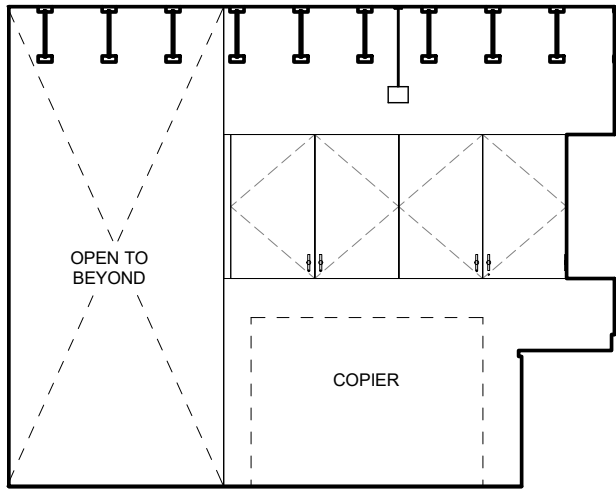
7 150 OPEN OFFICE-S
1/4" = 1'-0"



8 150 OPEN OFFICE/MAIL/SUPPLY - S
1/4" = 1'-0"



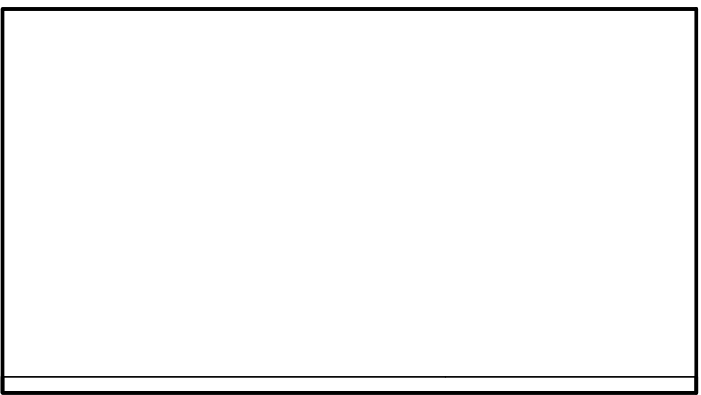
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1/4" = 1'-0"



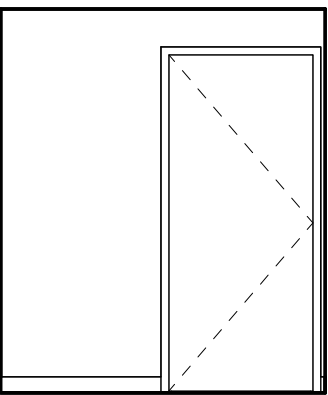
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1/4" = 1'-0"



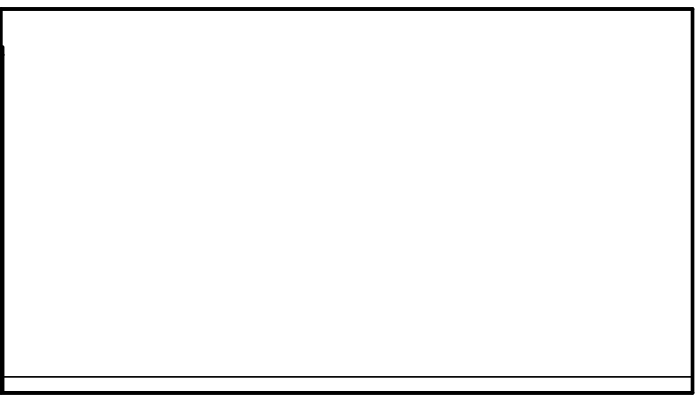
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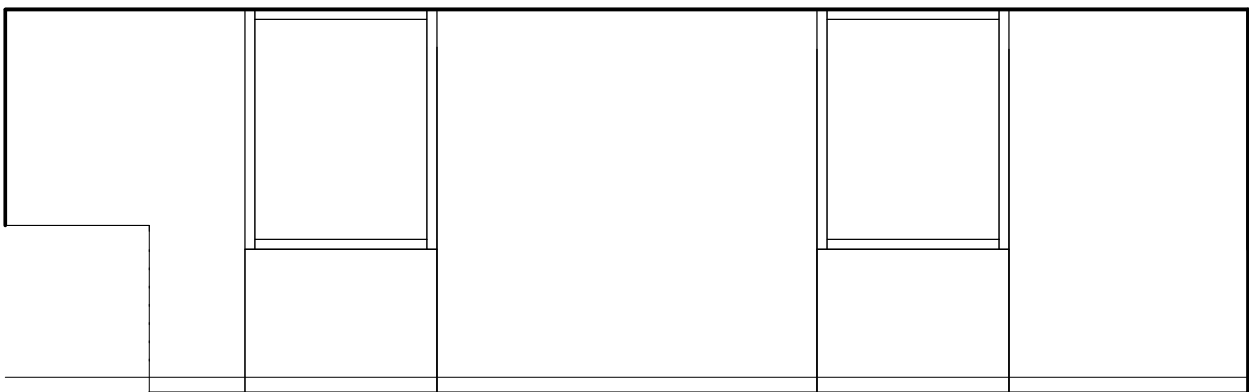
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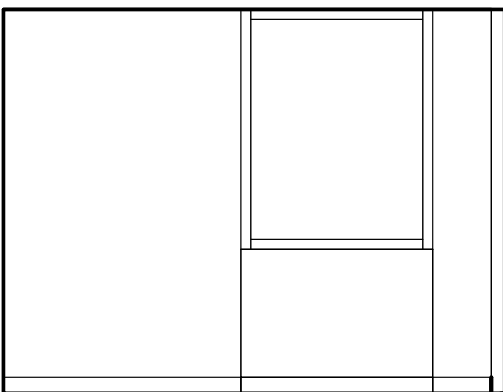
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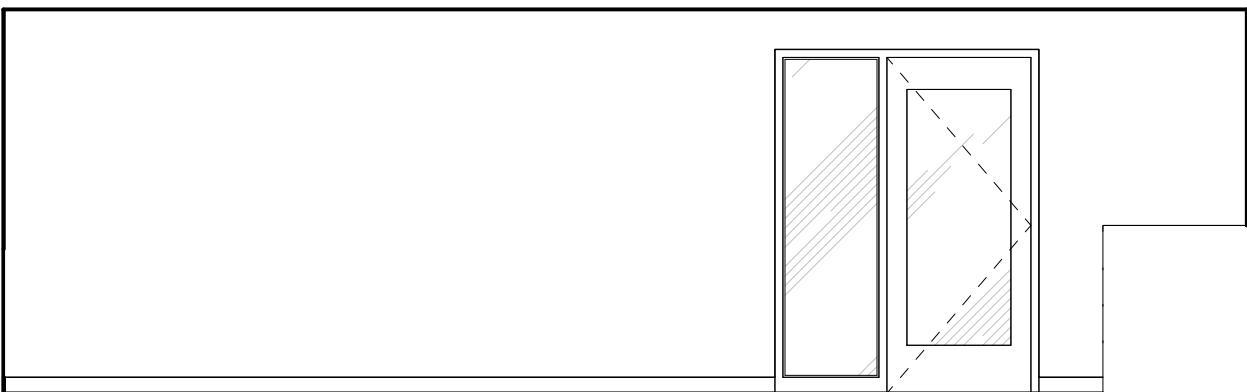
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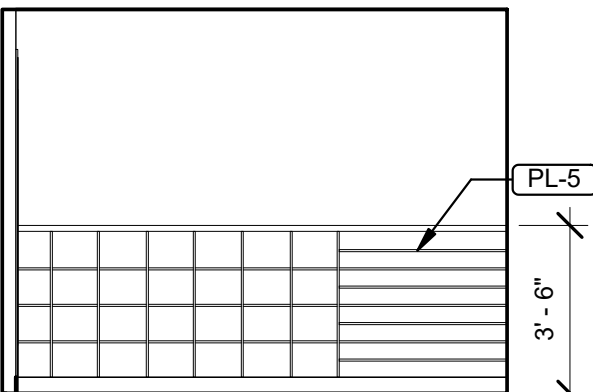
14 154 OFFICE - N
1/4" = 1'-0"



15 154 OFFICE - E
1/4" = 1'-0"



16 154 OFFICE - S
1/4" = 1'-0"



17 154 OFFICE - W
1/4" = 1'-0"

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Job Number: 19112

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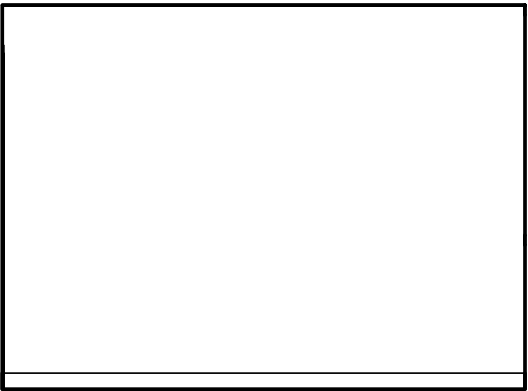
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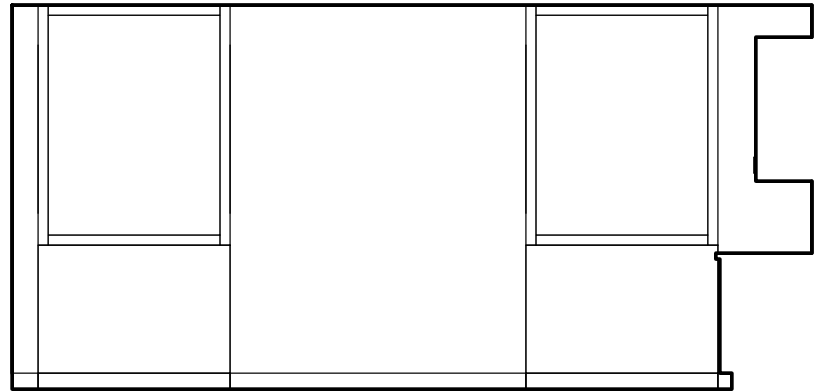
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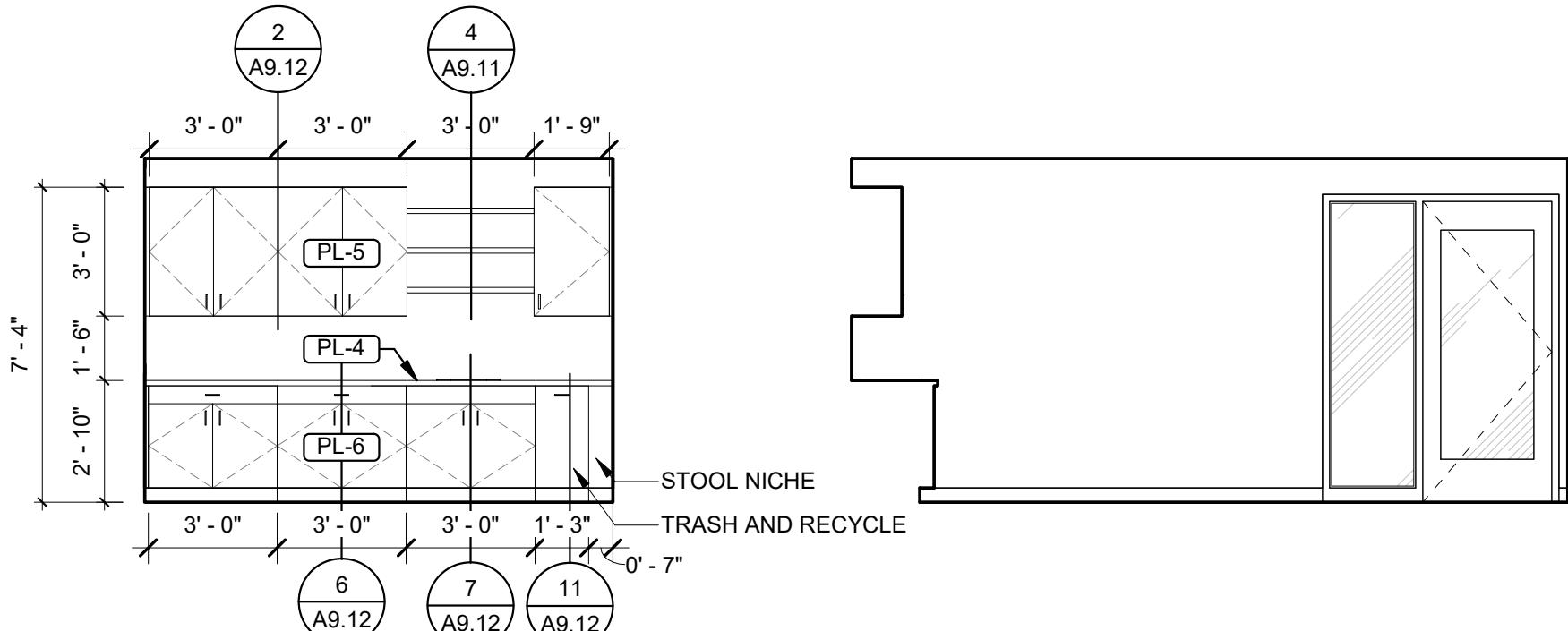
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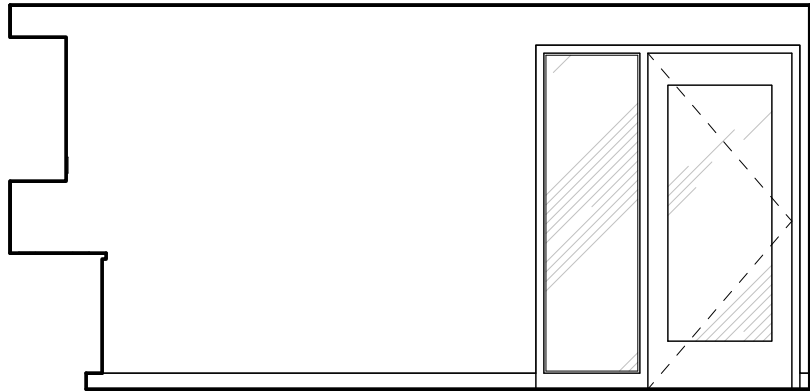
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1/4" = 1'-0"



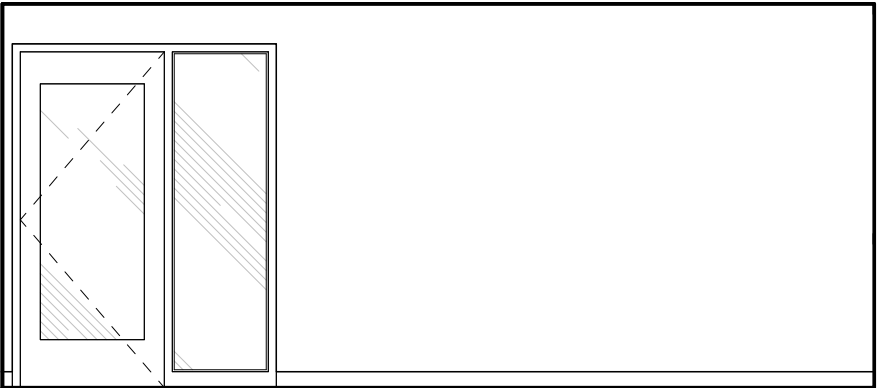
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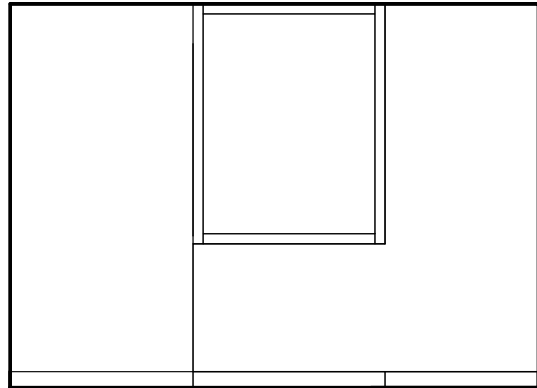
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1/4" = 1'-0"



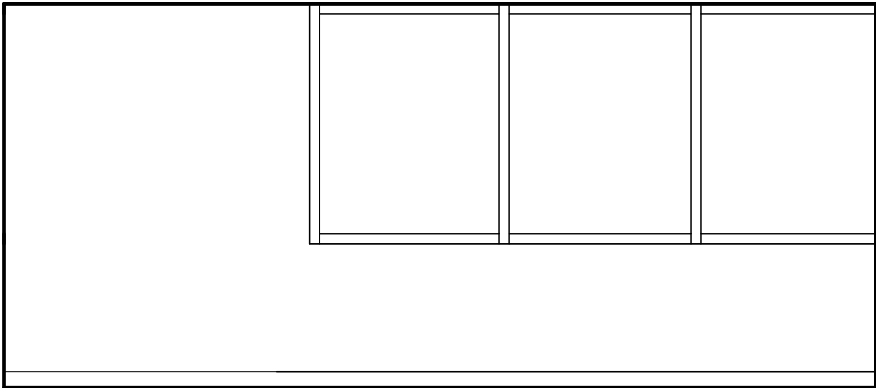
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1/4" = 1'-0"



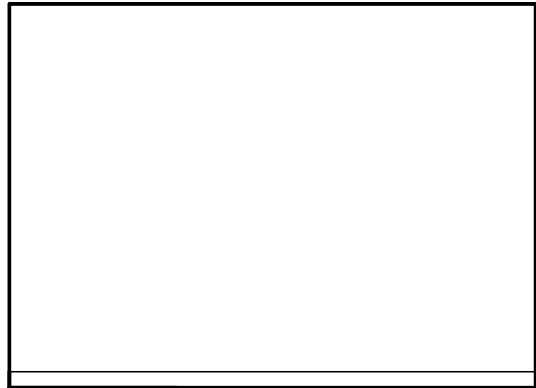
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1/4" = 1'-0"



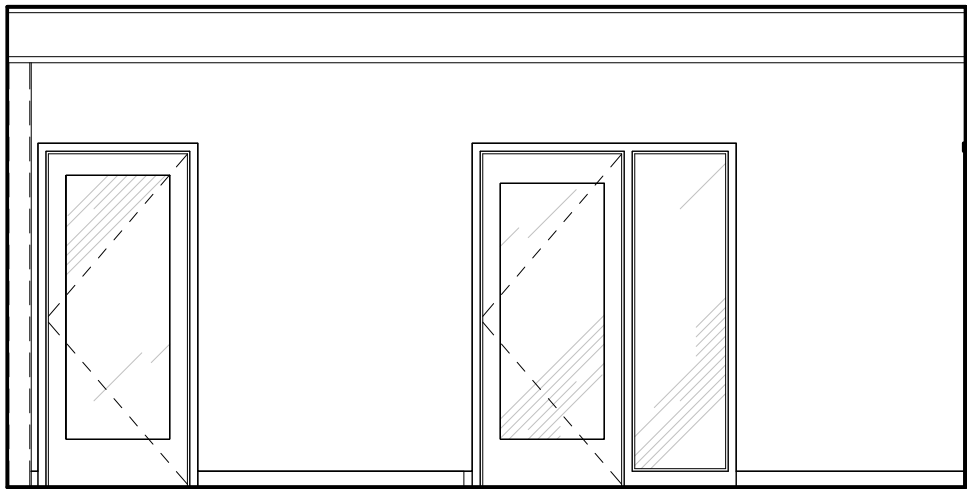
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1/4" = 1'-0"



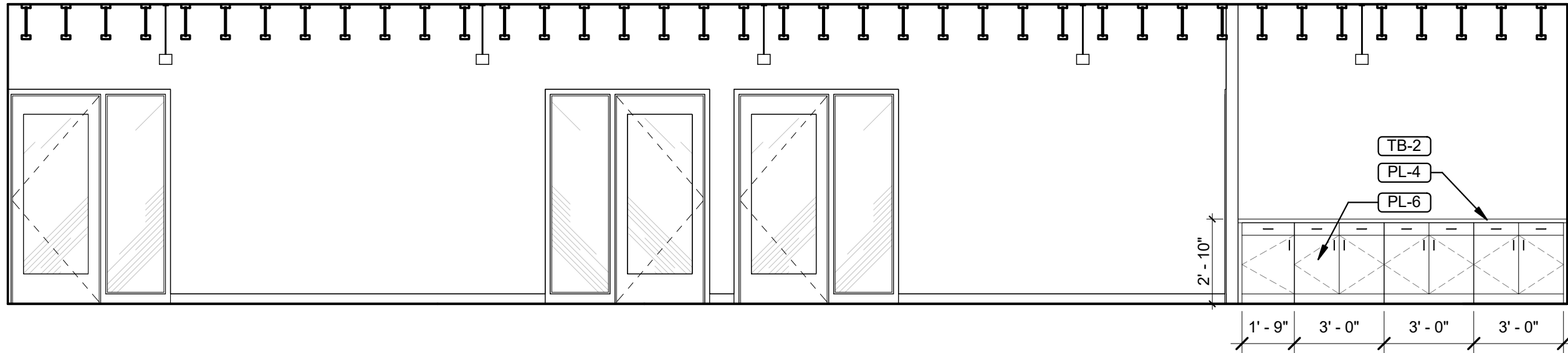
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1/4" = 1'-0"



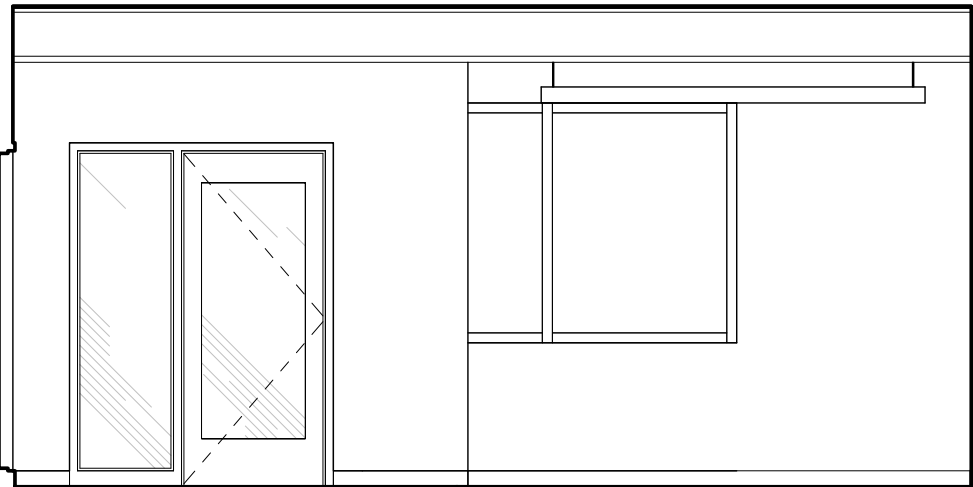
8 158 OFFICE - W
1/4" = 1'-0"



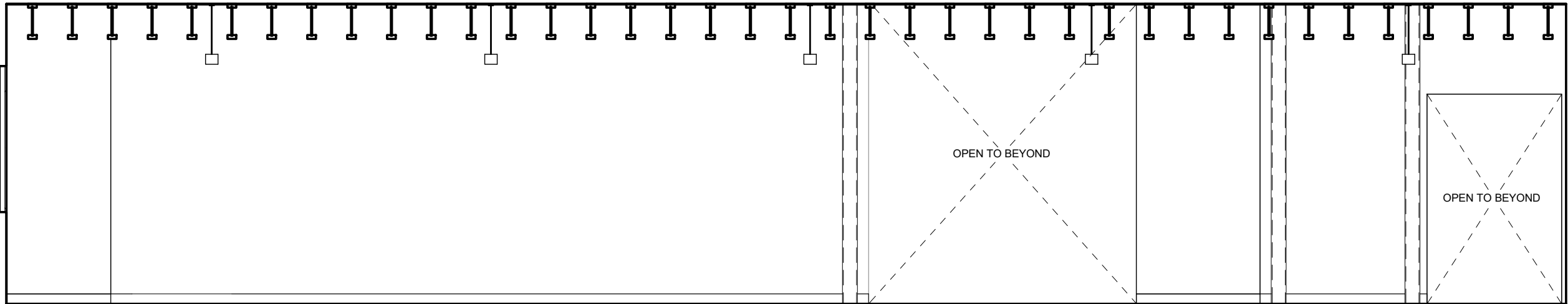
9 159 OPEN OFFICE - N
1/4" = 1'-0"



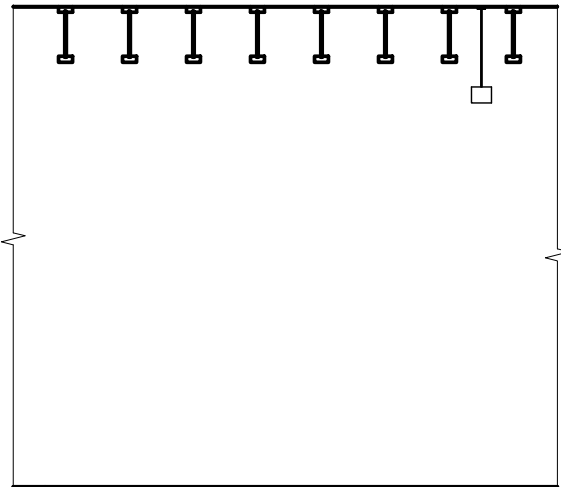
10 159 OPEN OFFICE - E
1/4" = 1'-0"



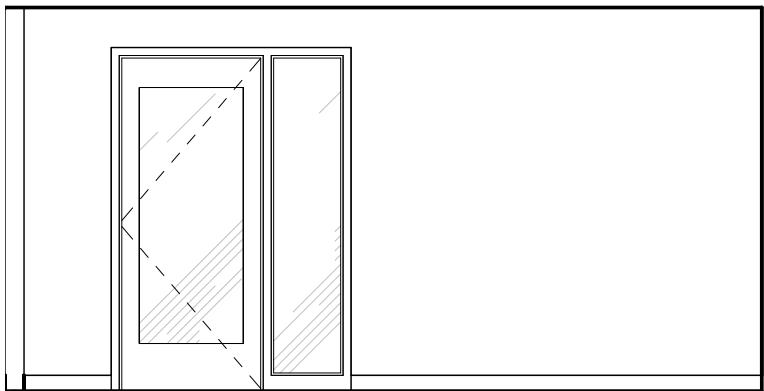
11 159 OPEN OFFICE - S
1/4" = 1'-0"



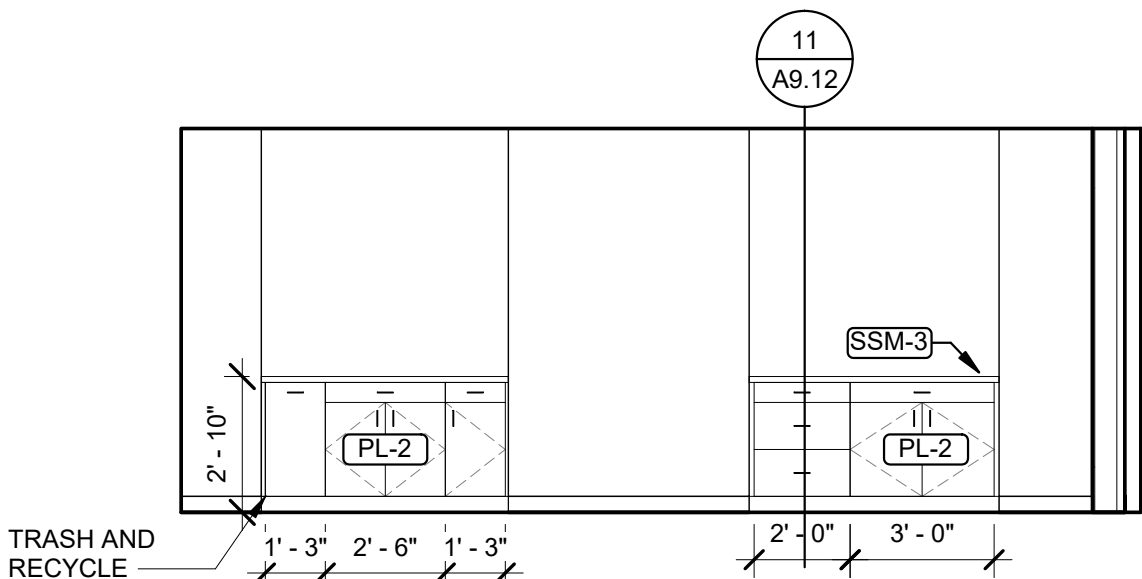
12 159 OPEN OFFICE - W
1/4" = 1'-0"



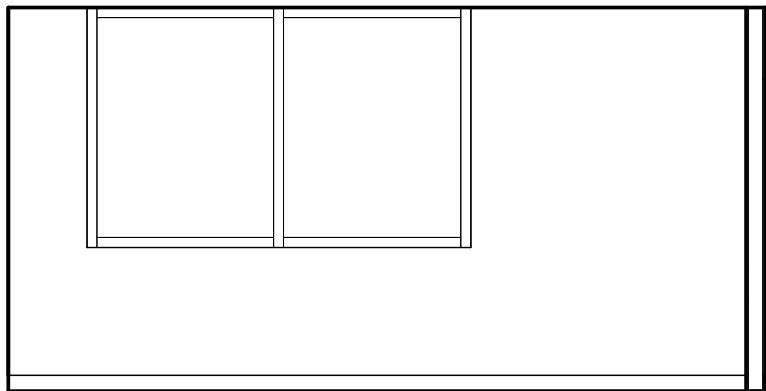
13 159 OPEN OFFICE WORK STATION
1/4" = 1'-0"



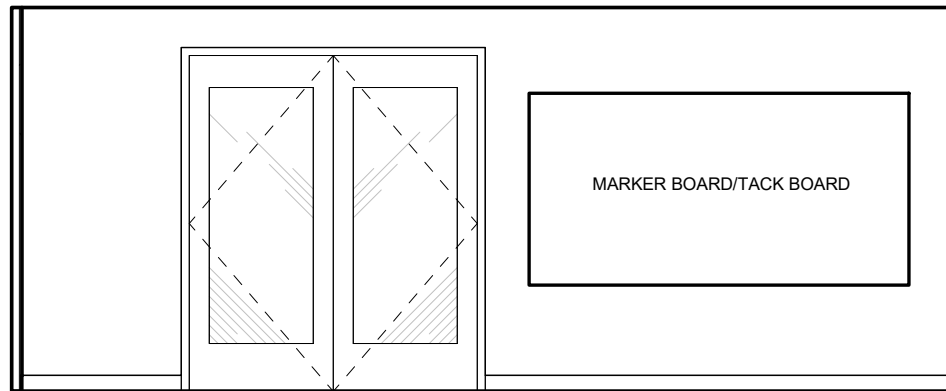
14 160 CONF - N
1/4" = 1'-0"



15 160 CONF - E
1/4" = 1'-0"



16 160 CONF - S
1/4" = 1'-0"



17 160 CONF - W
1/4" = 1'-0"

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13895 FIR STREET
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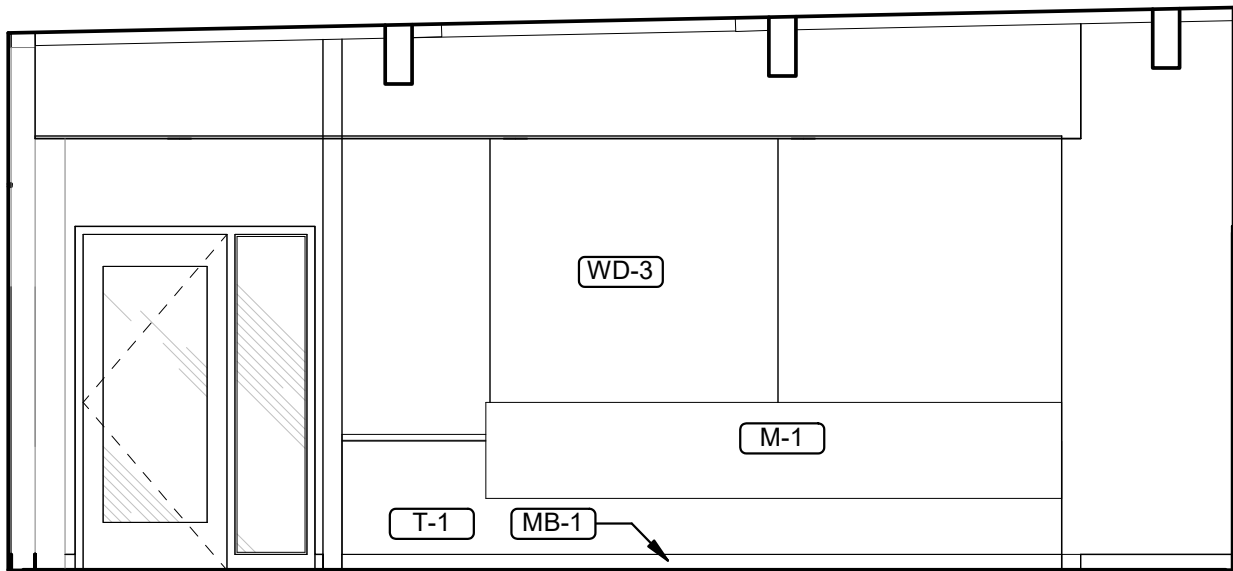
INTERIOR
ELEVATIONS

Sheet No:

A8.09

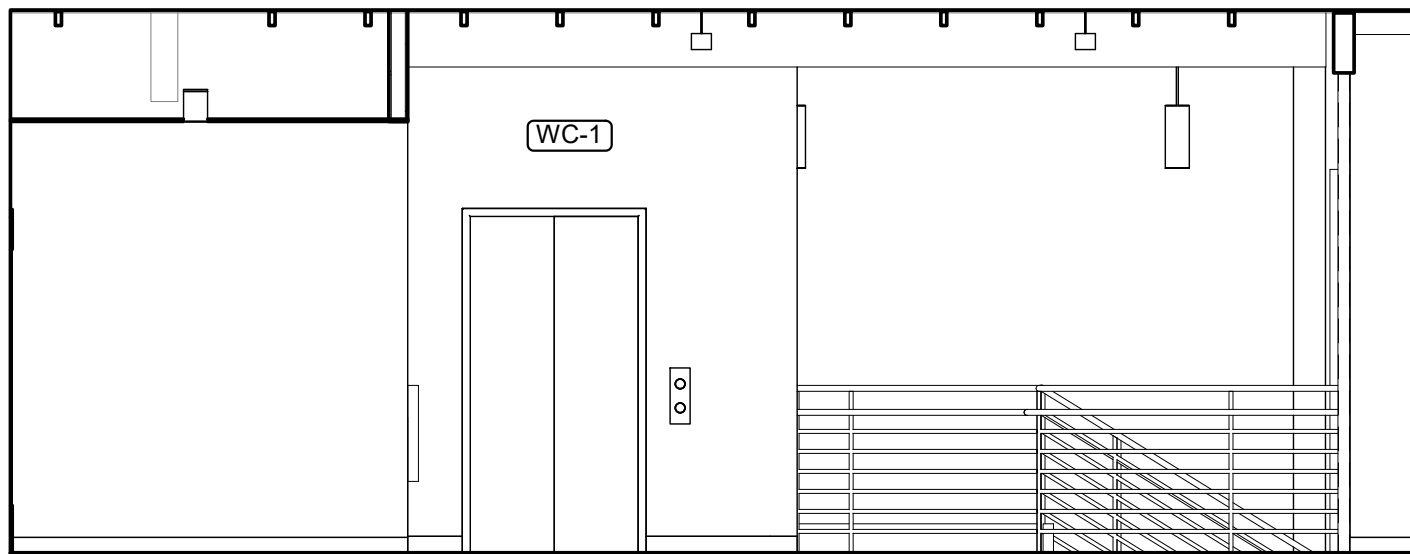
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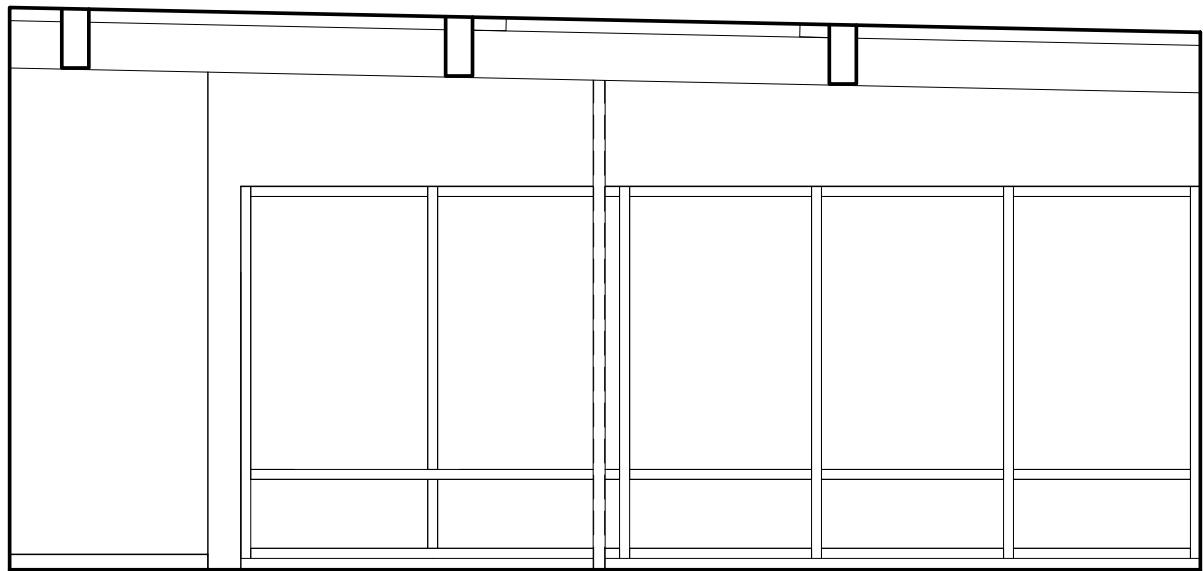
1 200 ENGINEERING LOBBY - N

1/4" = 1'-0"



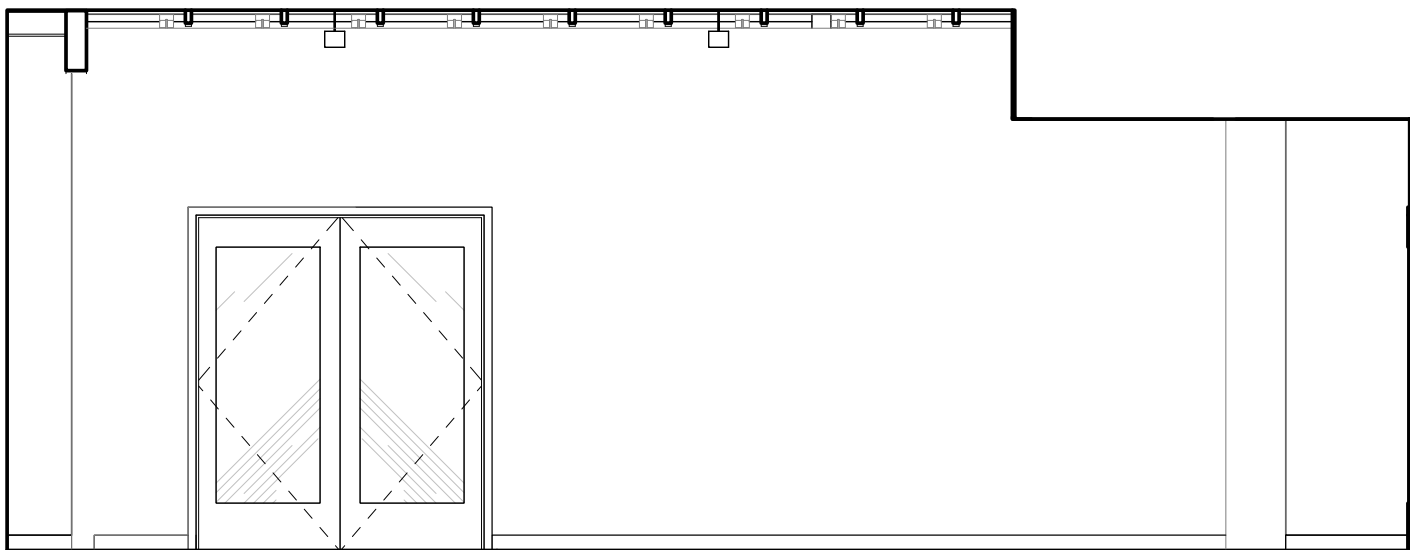
2 200 ENGINEERING LOBBY - E

1/4" = 1'-0"



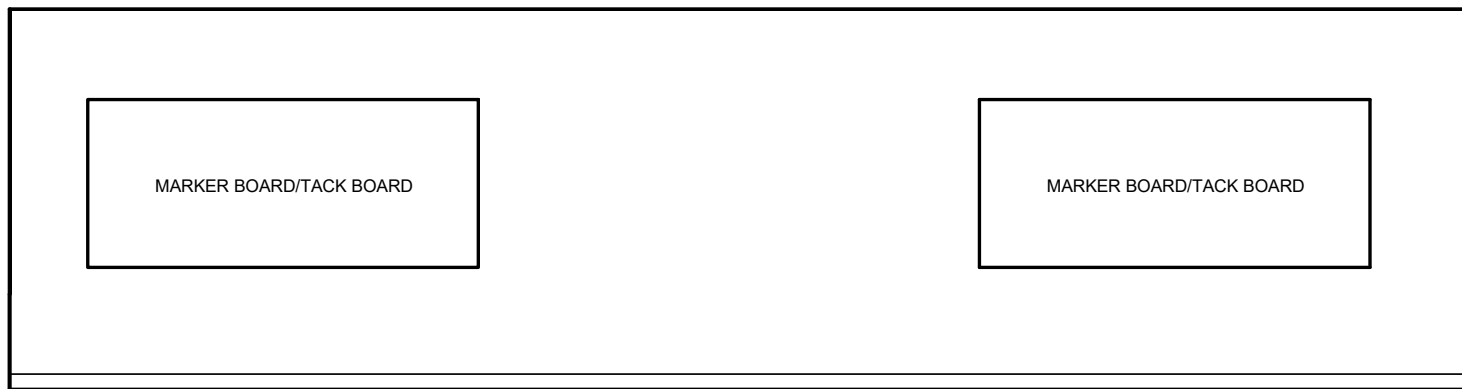
3 200 ENGINEERING LOBBY - S

1/4" = 1'-0"



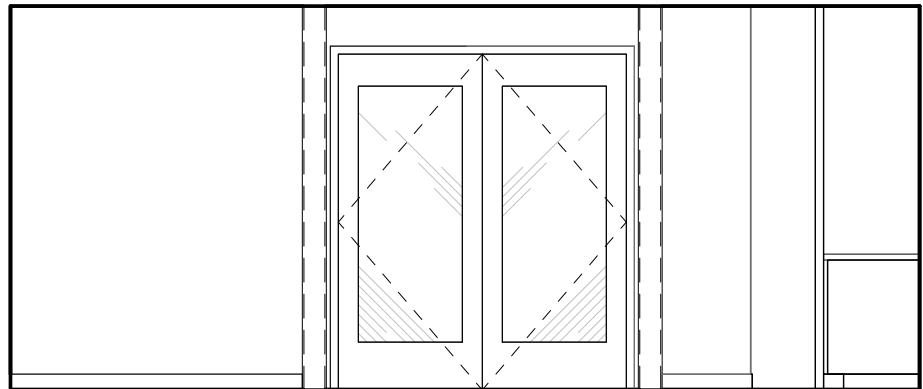
4 200 ENGINEERING LOBBY - W

1/4" = 1'-0"



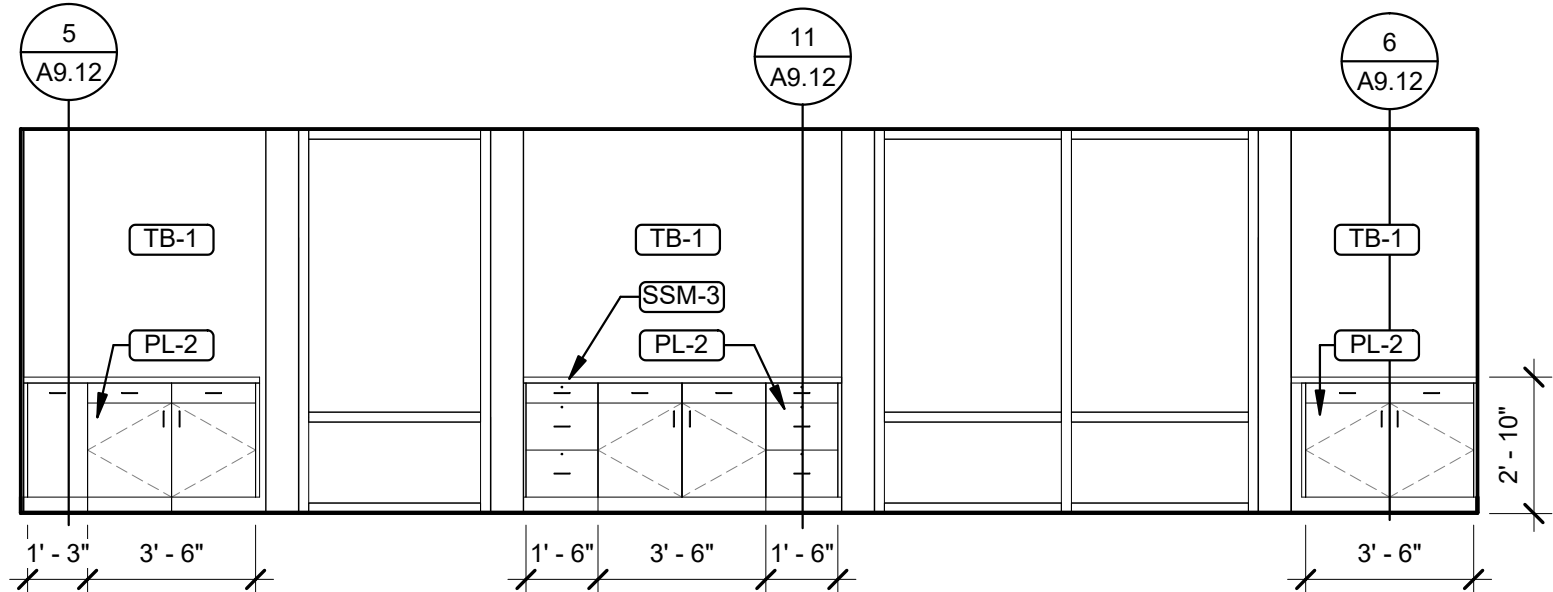
5 201 CONFERENCE - N

1/4" = 1'-0"



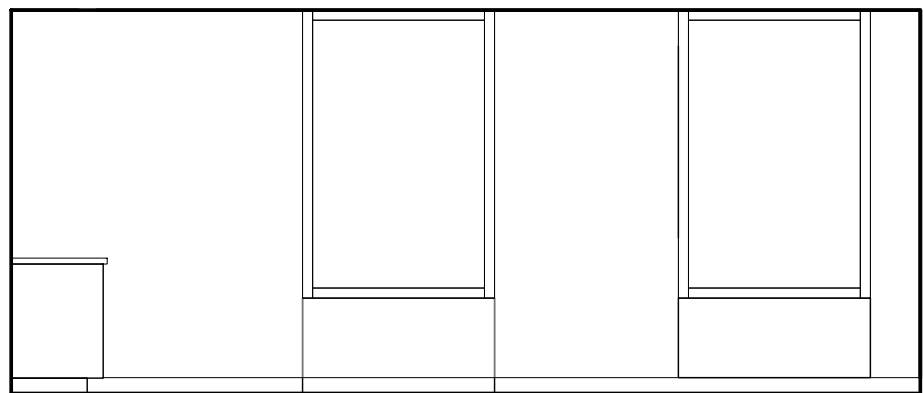
6 201 CONFERENCE - E

1/4" = 1'-0"



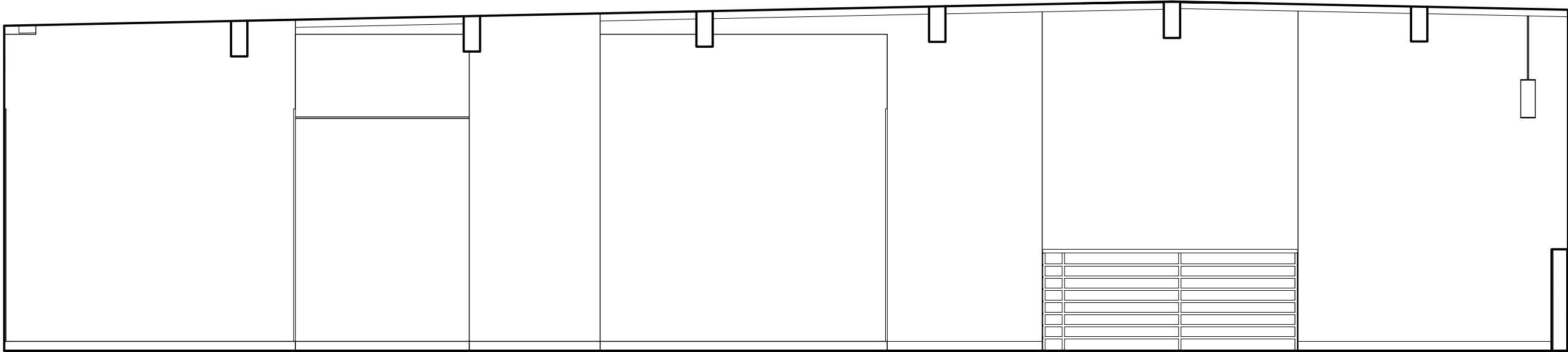
7 201 CONFERENCE - S

1/4" = 1'-0"



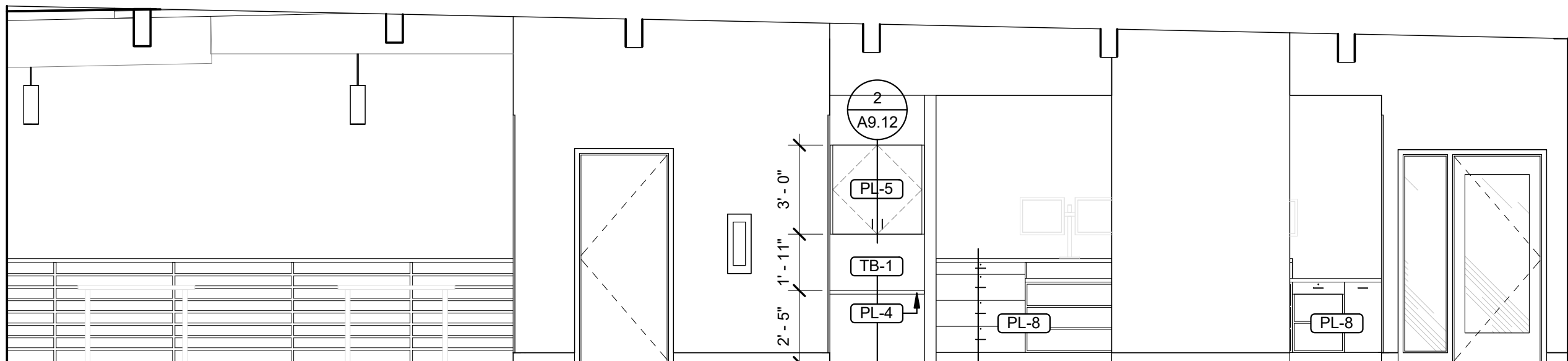
8 201 CONFERENCE - W

1/4" = 1'-0"



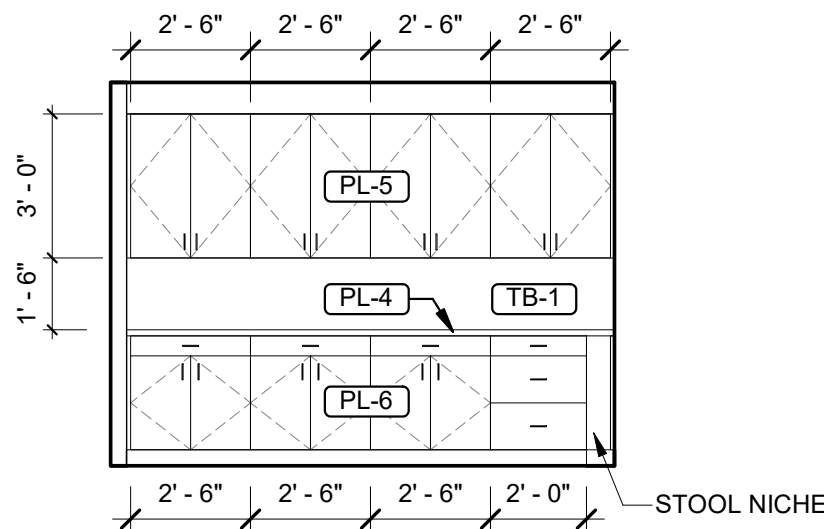
9 203 HALLWAY - N

1/4" = 1'-0"



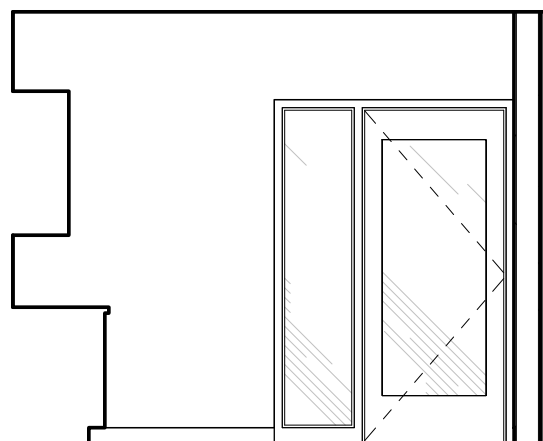
11 203 HALLWAY - S

1/4" = 1'-0"



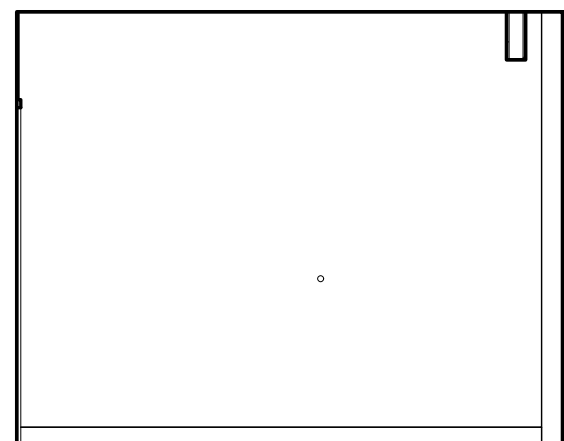
10 203 HALLWAY - E

1/4" = 1'-0"



12 203 HALLWAY - S2

1/4" = 1'-0"



13 203 HALLWAY - W

1/4" = 1'-0"

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Item 7b.

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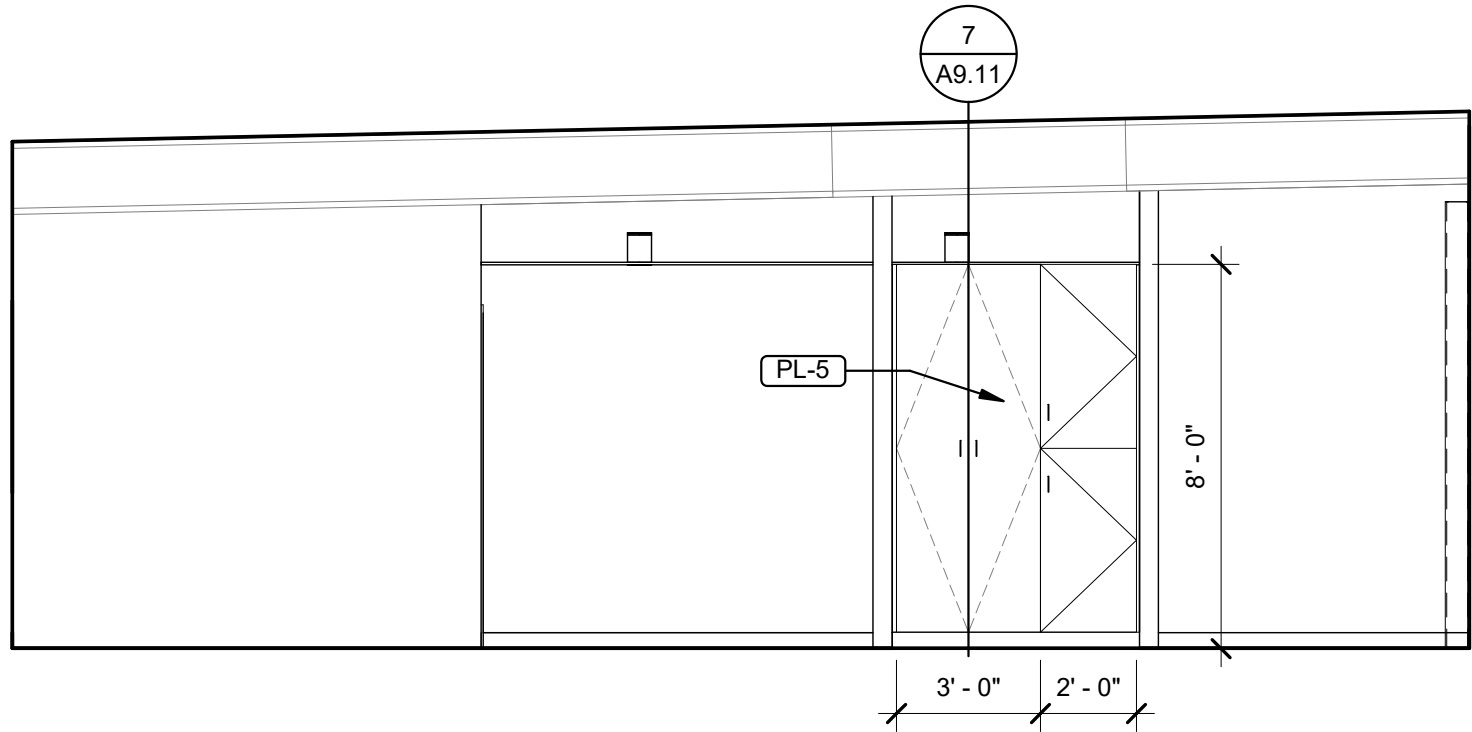
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INTERIOR
ELEVATIONS

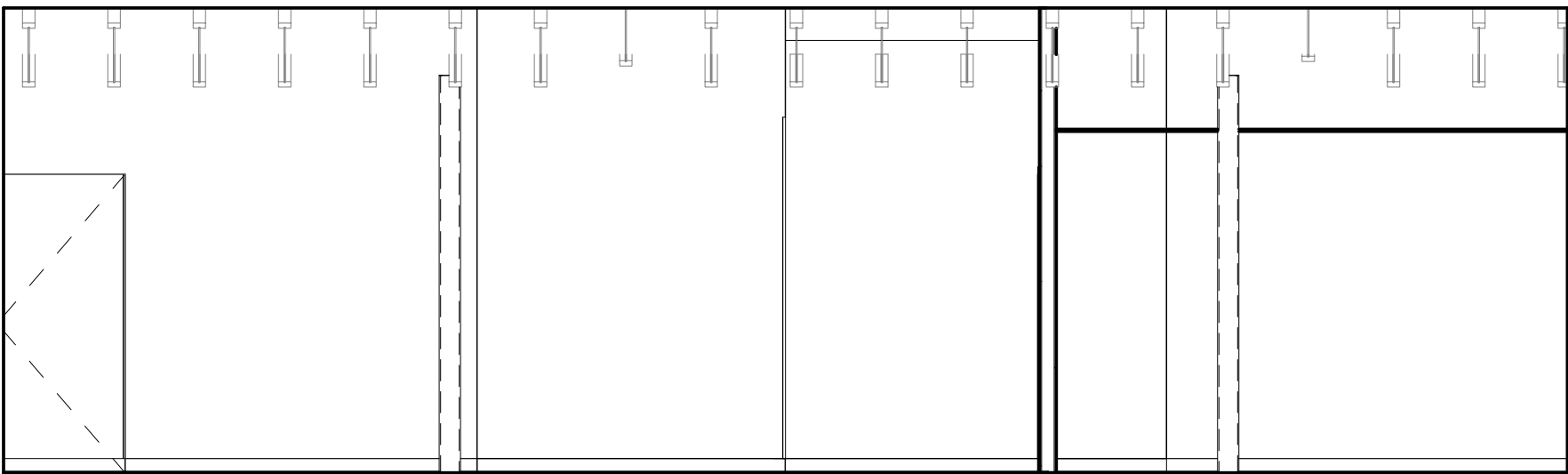
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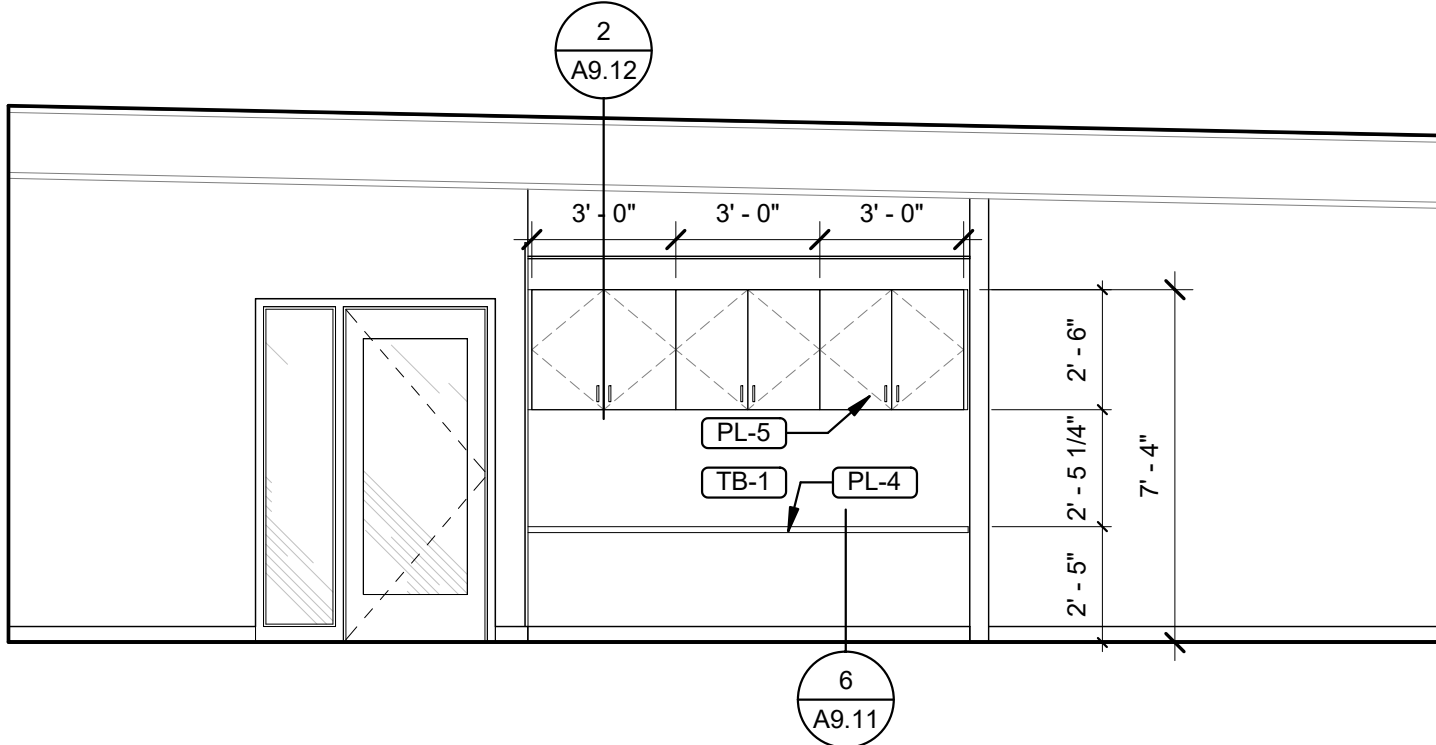
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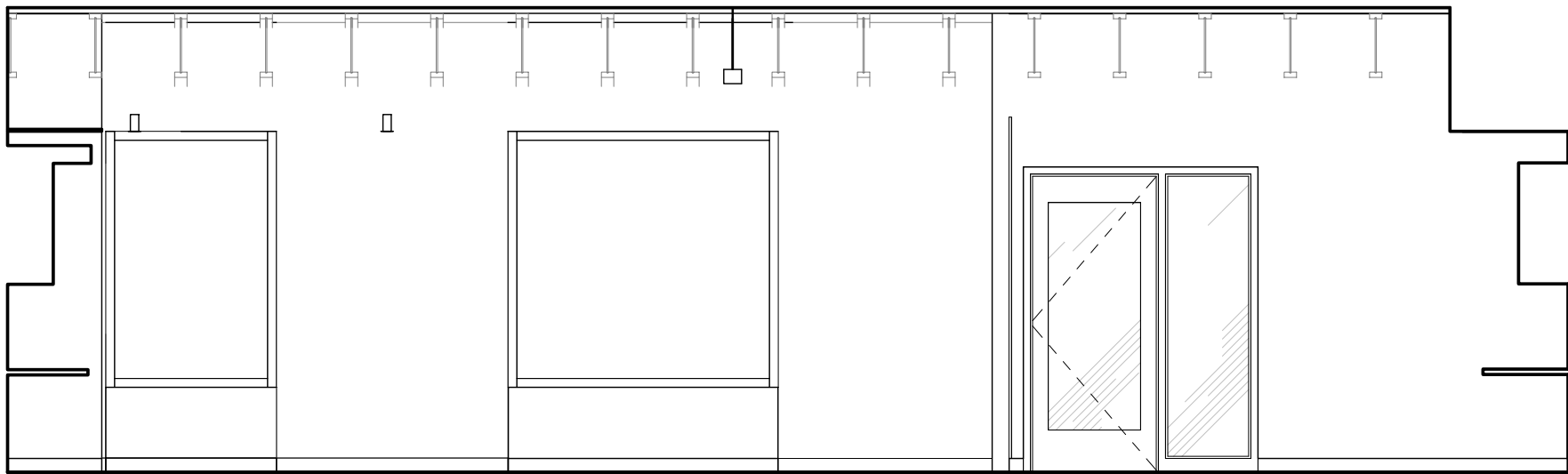
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1/4" = 1'-0"



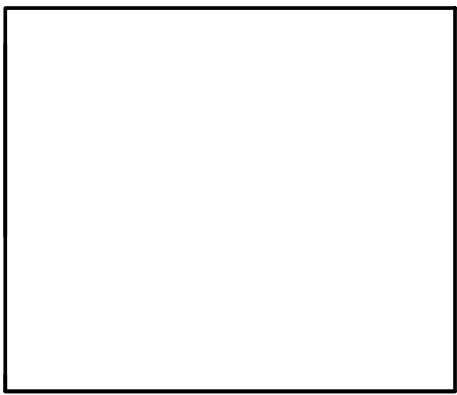
2 210 OPEN OFFICE - E
1/4" = 1'-0"



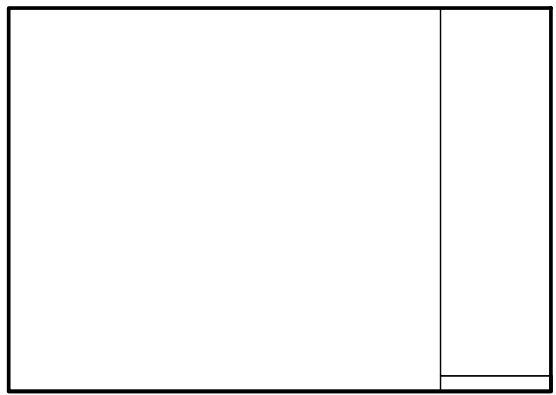
3 210 OPEN OFFICE - S
1/4" = 1'-0"



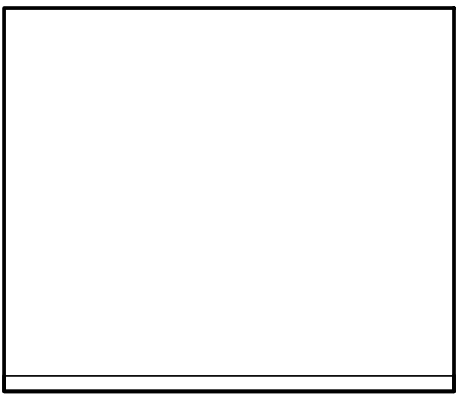
4 210 OPEN OFFICE - W
1/4" = 1'-0"



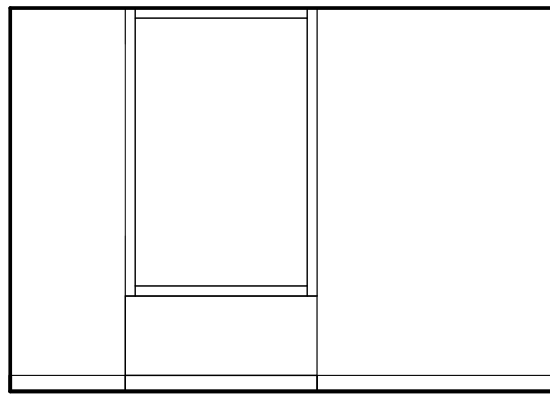
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1/4" = 1'-0"



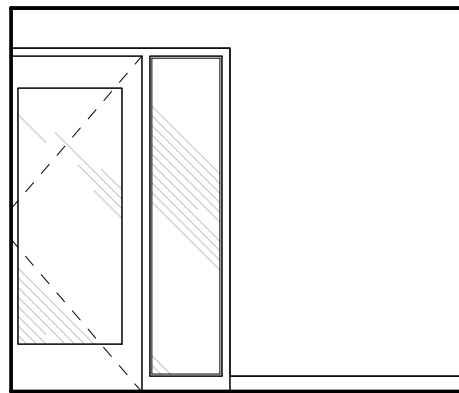
6 211 OFFICE - E
1/4" = 1'-0"



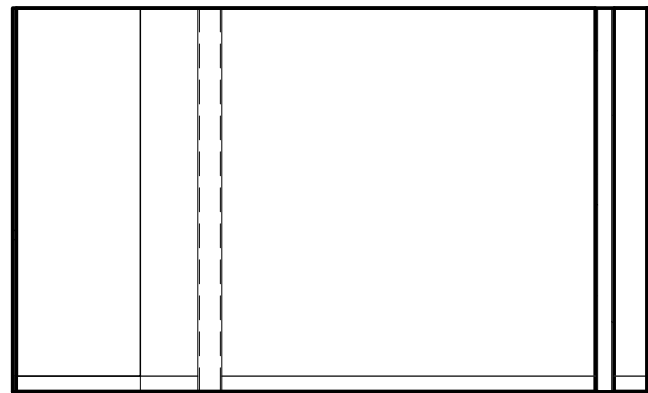
7 211 OFFICE - S
1/4" = 1'-0"



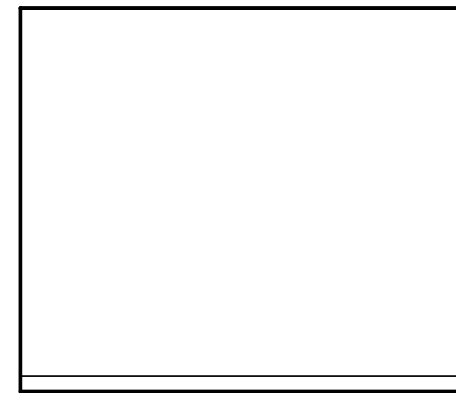
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1/4" = 1'-0"



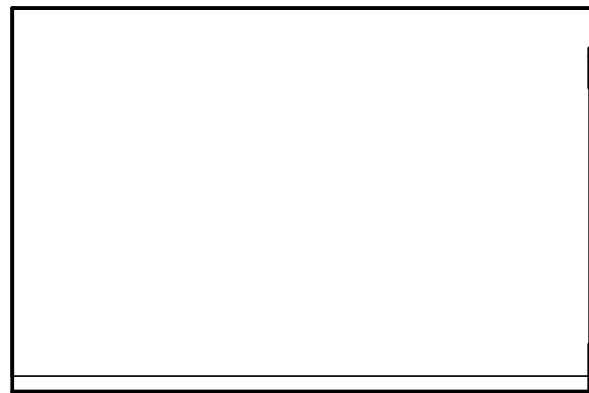
9 212 OFFICE - N
1/4" = 1'-0"



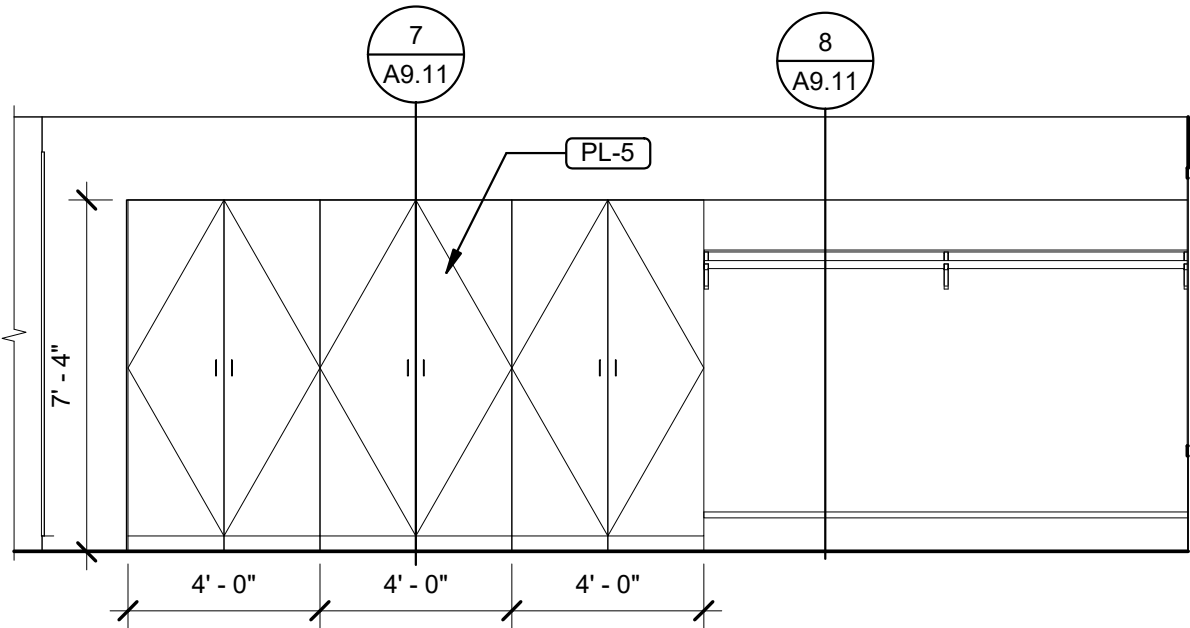
10 212 OFFICE - E
1/4" = 1'-0"



11 212 OFFICE - S
1/4" = 1'-0"



12 212 OFFICE - W
1/4" = 1'-0"



13 214 HALLWAY - S
1/4" = 1'-0"

GENERAL SHEET NOTES

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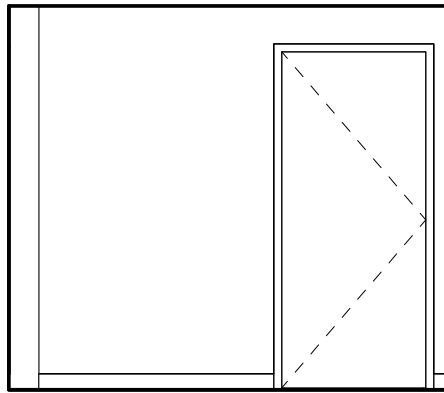
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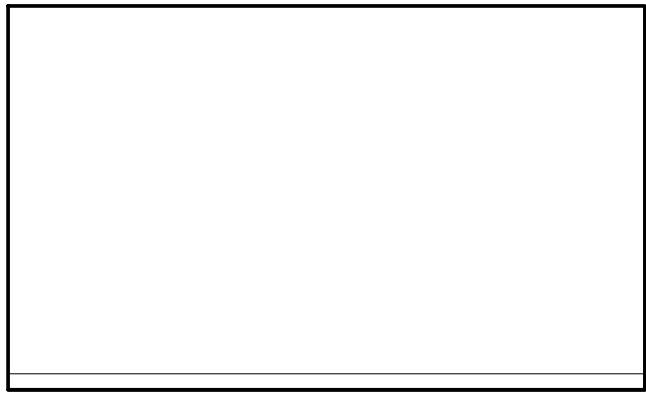
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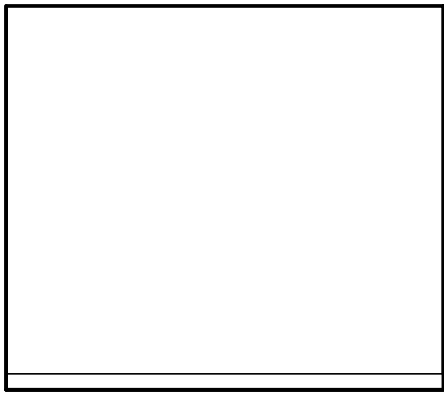
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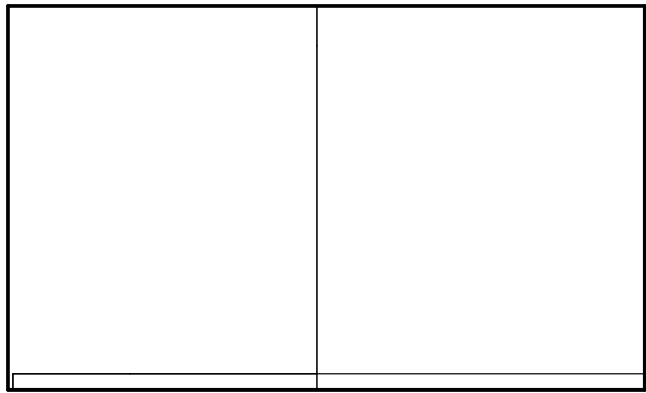
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1/4" = 1'-0"



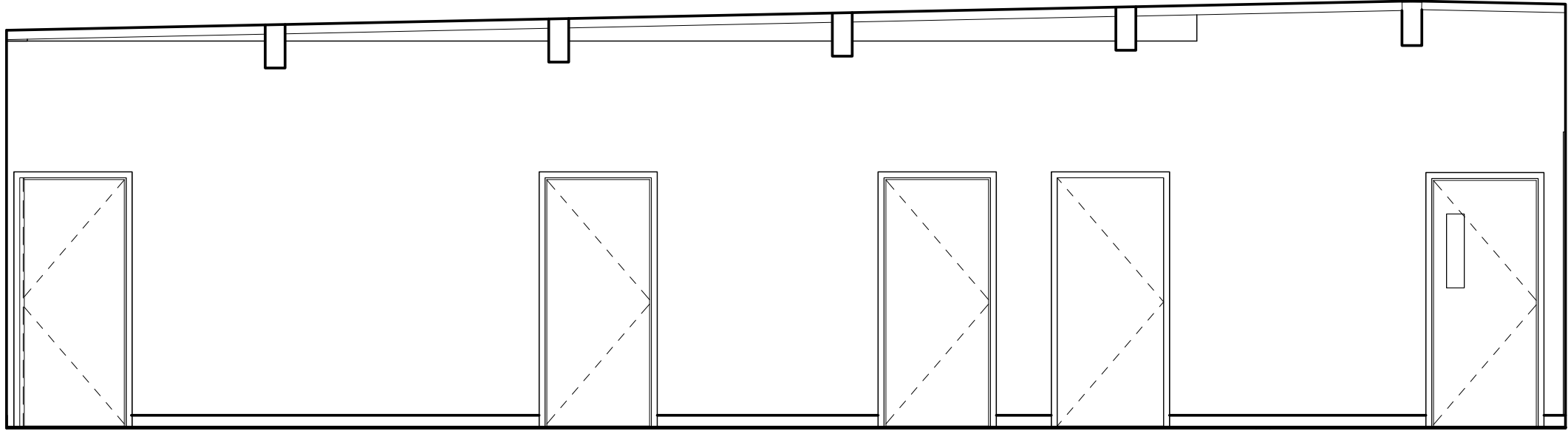
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1/4" = 1'-0"



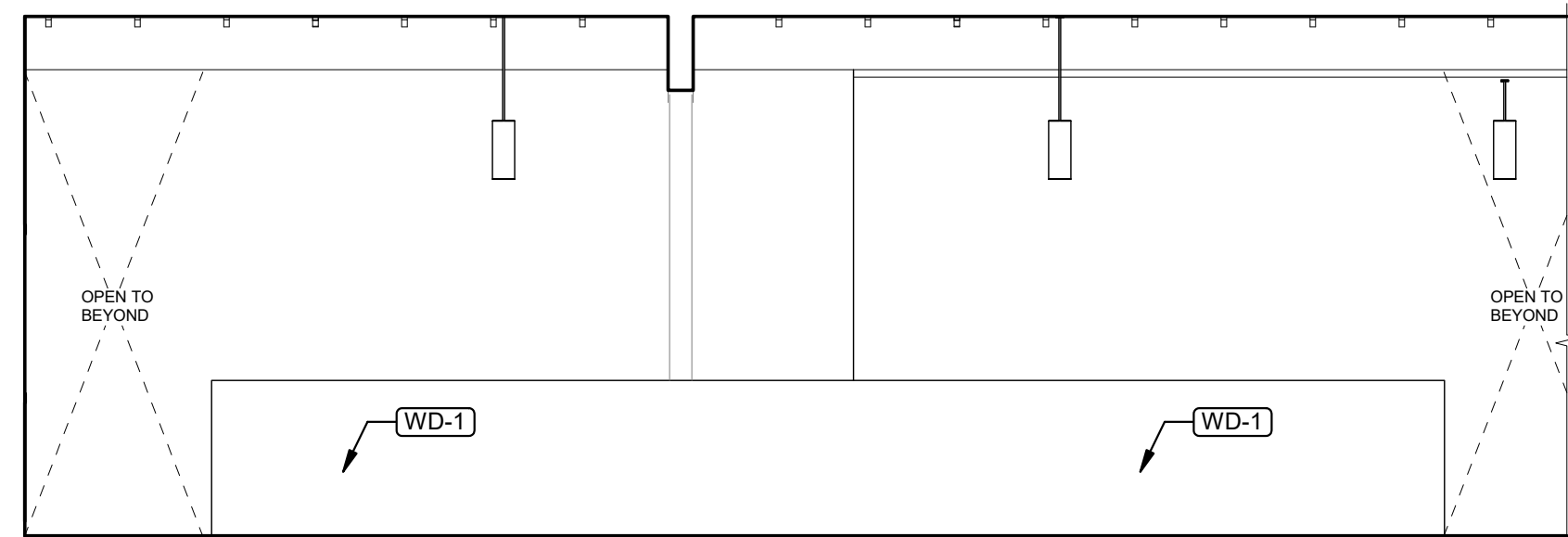
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1/4" = 1'-0"



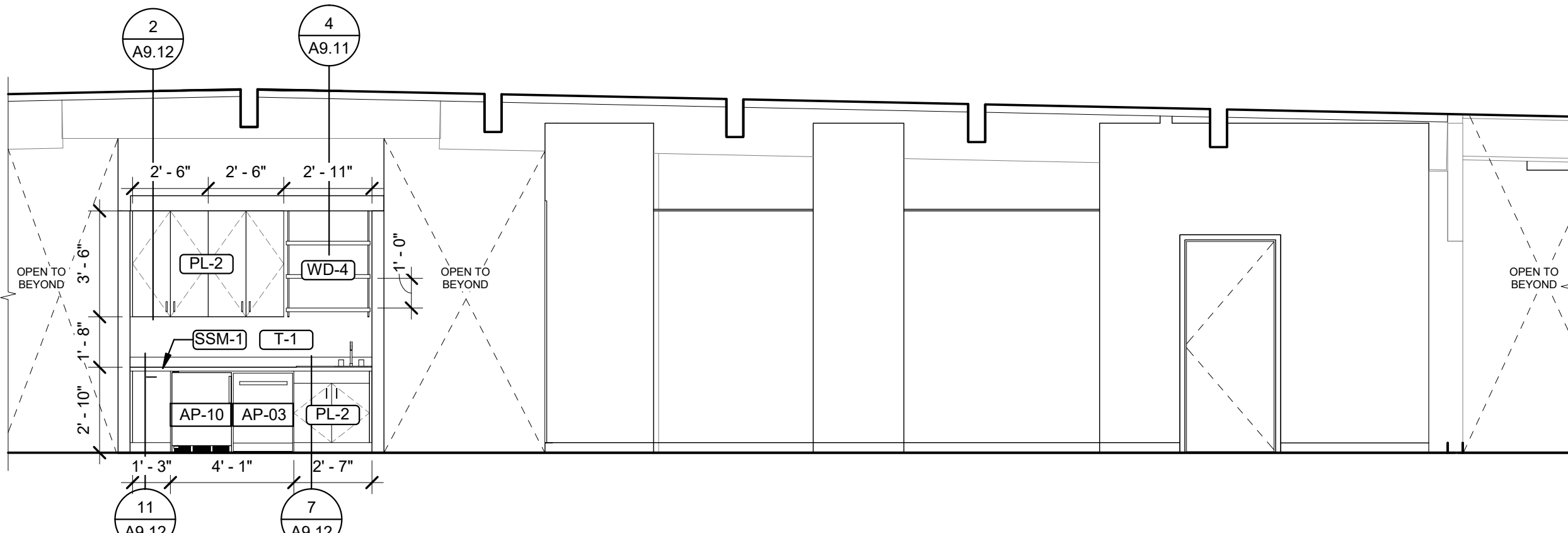
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1/4" = 1'-0"



5 227 COLLAB SPACE - N
1/4" = 1'-0"



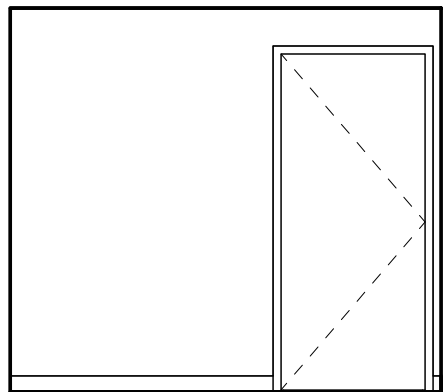
6 227 COLLAB SPACE - E
1/4" = 1'-0"



7 227 COLLAB SPACE - S
1/4" = 1'-0"



8 229 STORAGE-N
1/4" = 1'-0"



9 229 STORAGE-E
1/4" = 1'-0"



10 229 STORAGE-S
1/4" = 1'-0"



11 229 STORAGE-W
1/4" = 1'-0"

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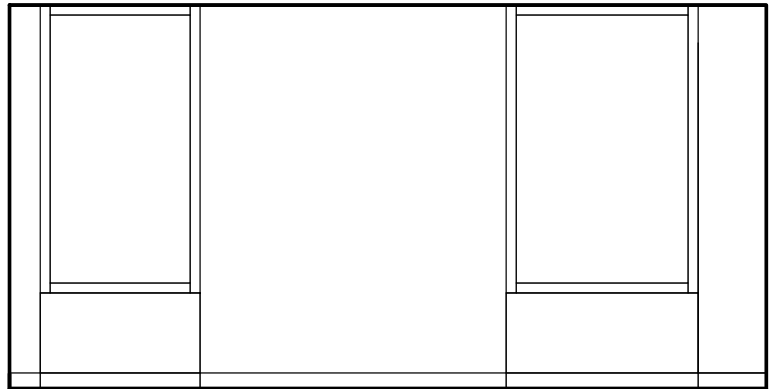
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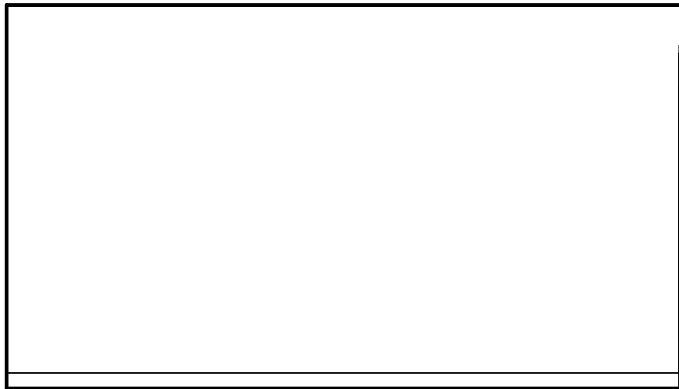
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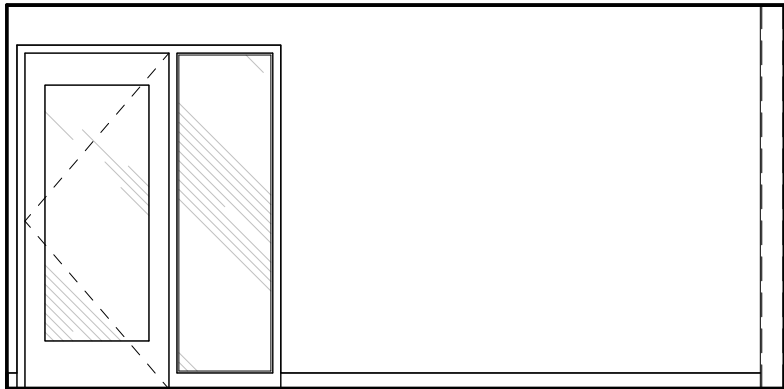
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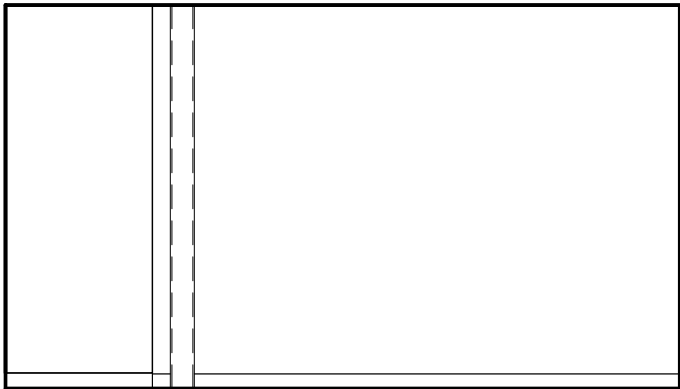
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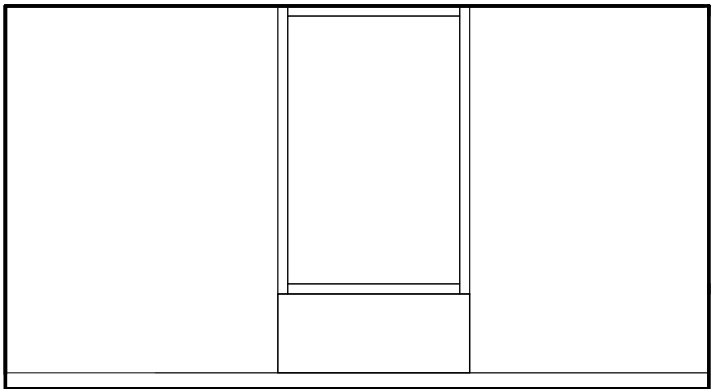
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1/4" = 1'-0"



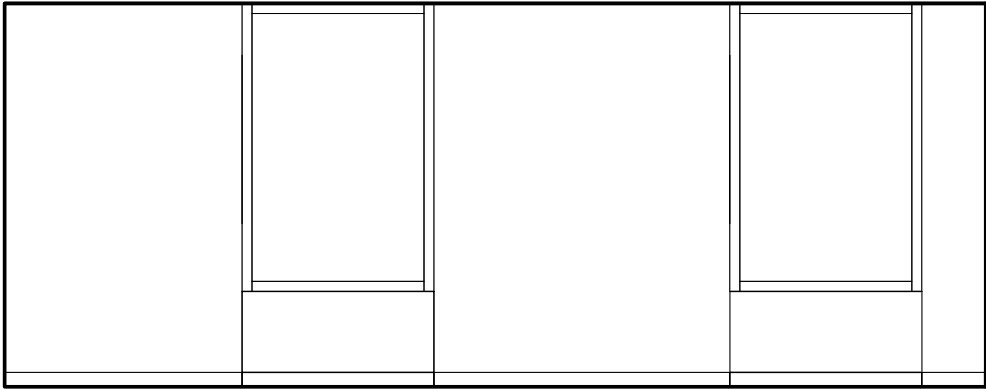
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1/4" = 1'-0"



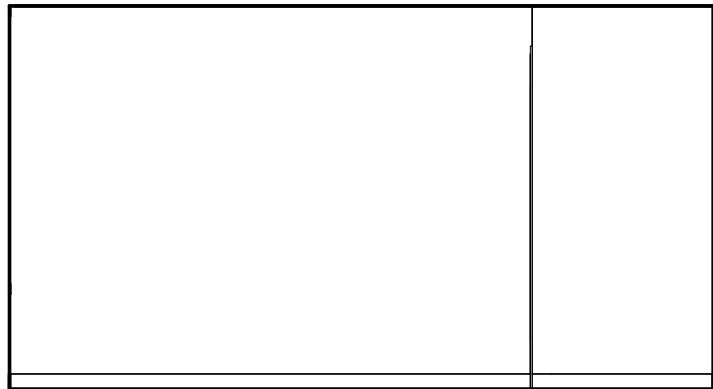
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1/4" = 1'-0"



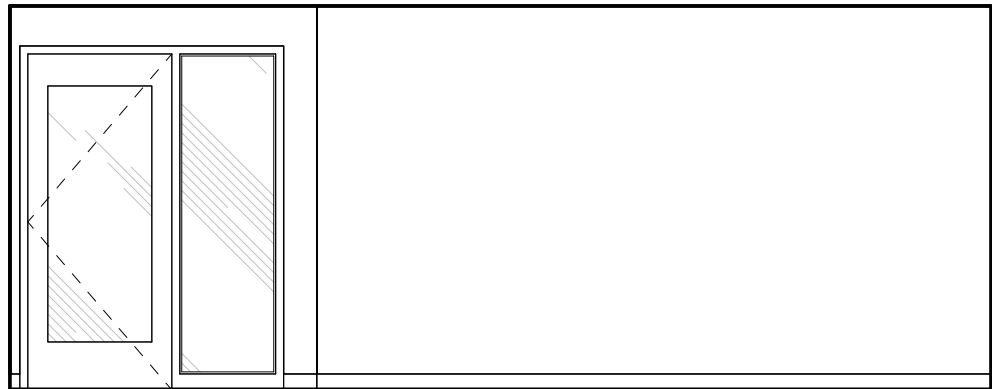
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1/4" = 1'-0"



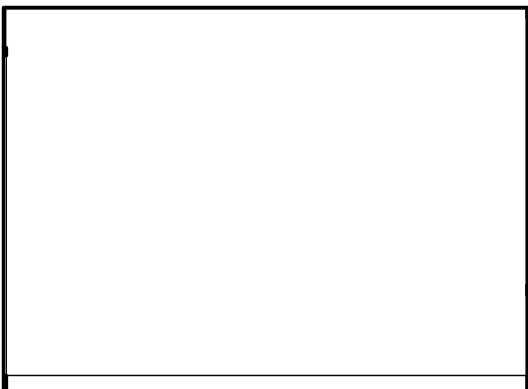
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1/4" = 1'-0"



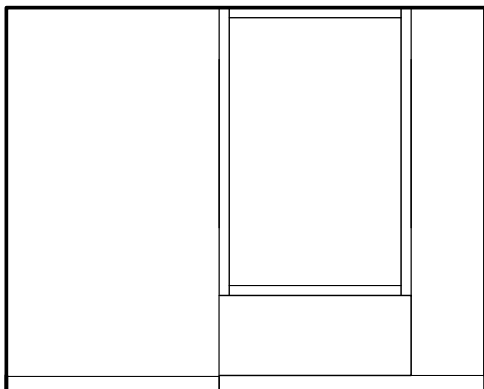
7 231 OFFICE - S
1/4" = 1'-0"



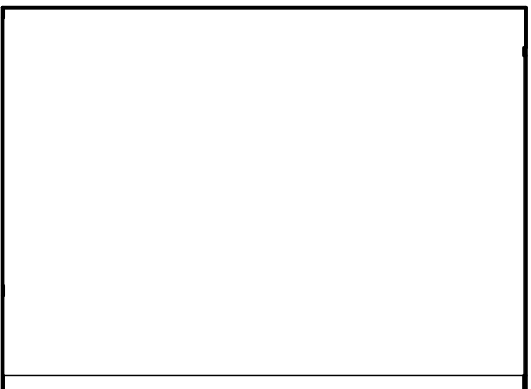
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1/4" = 1'-0"



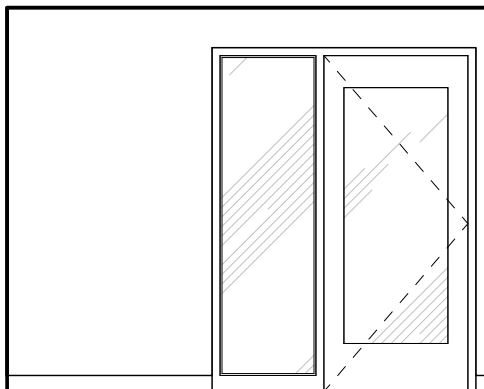
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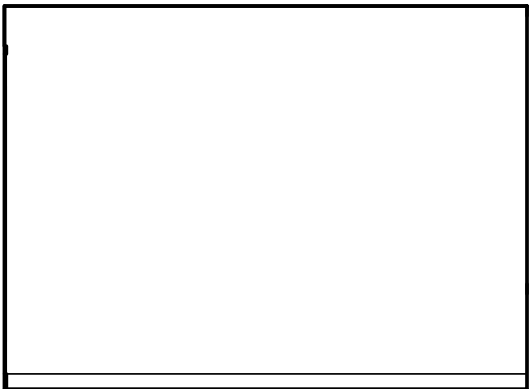
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1/4" = 1'-0"



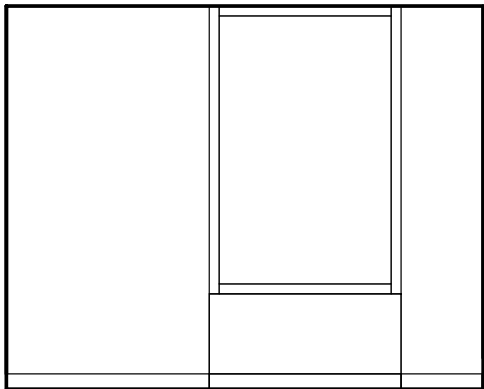
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1/4" = 1'-0"



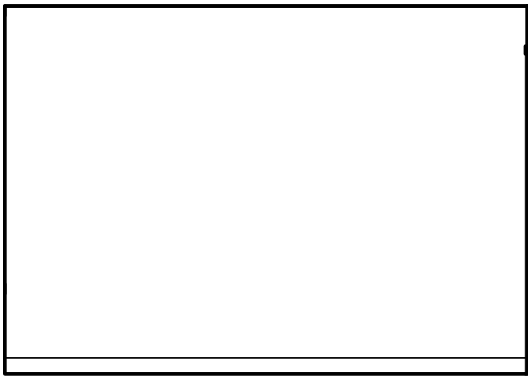
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1/4" = 1'-0"



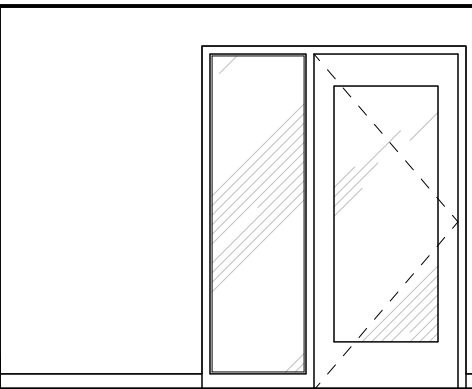
13 233 OFFICE - N
1/4" = 1'-0"



14 233 OFFICE - E
1/4" = 1'-0"



15 233 OFFICE - S
1/4" = 1'-0"



16 233 OFFICE - W
1/4" = 1'-0"

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Drawing:

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ELEVATIONS

Sheet No:

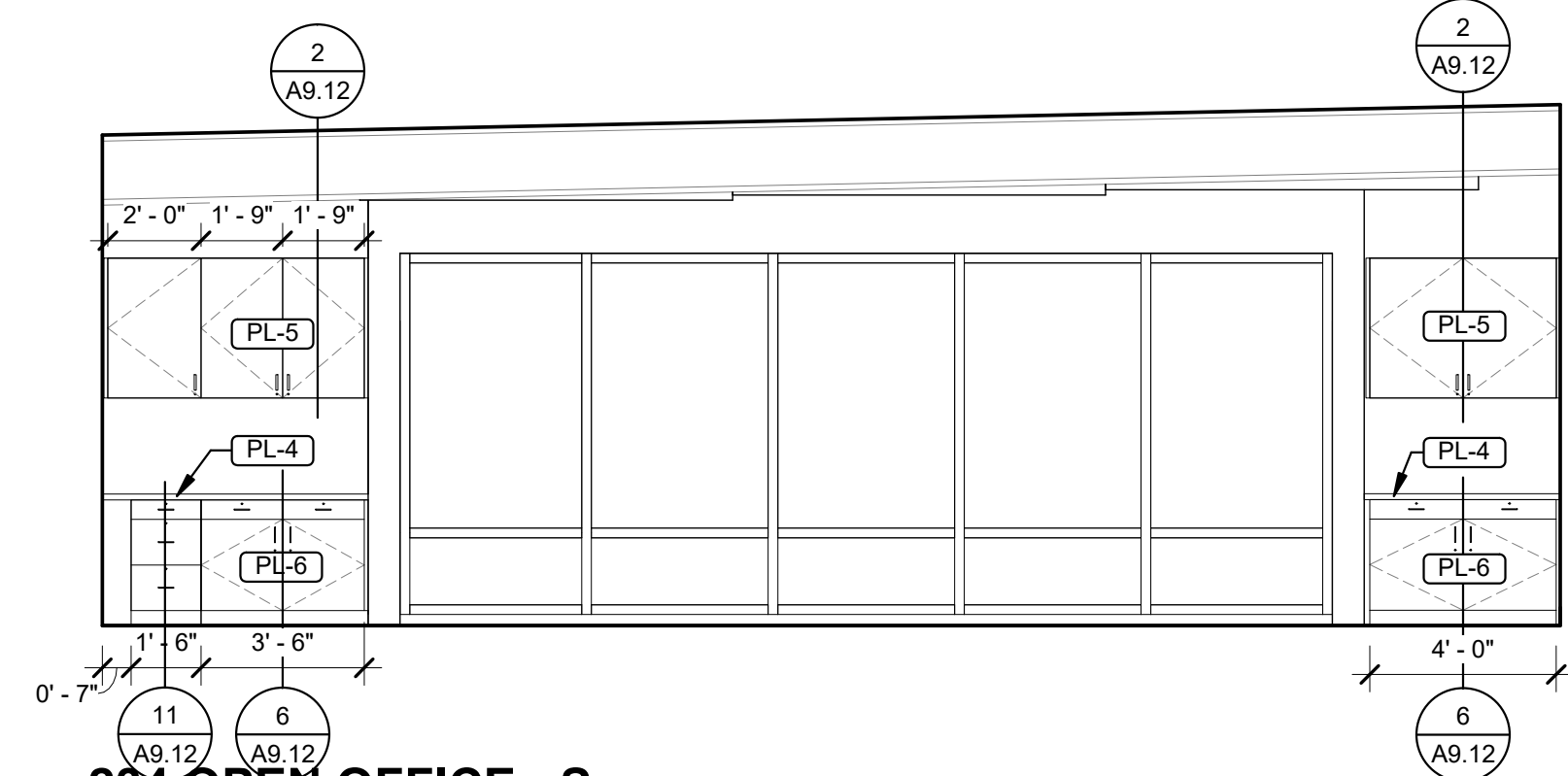
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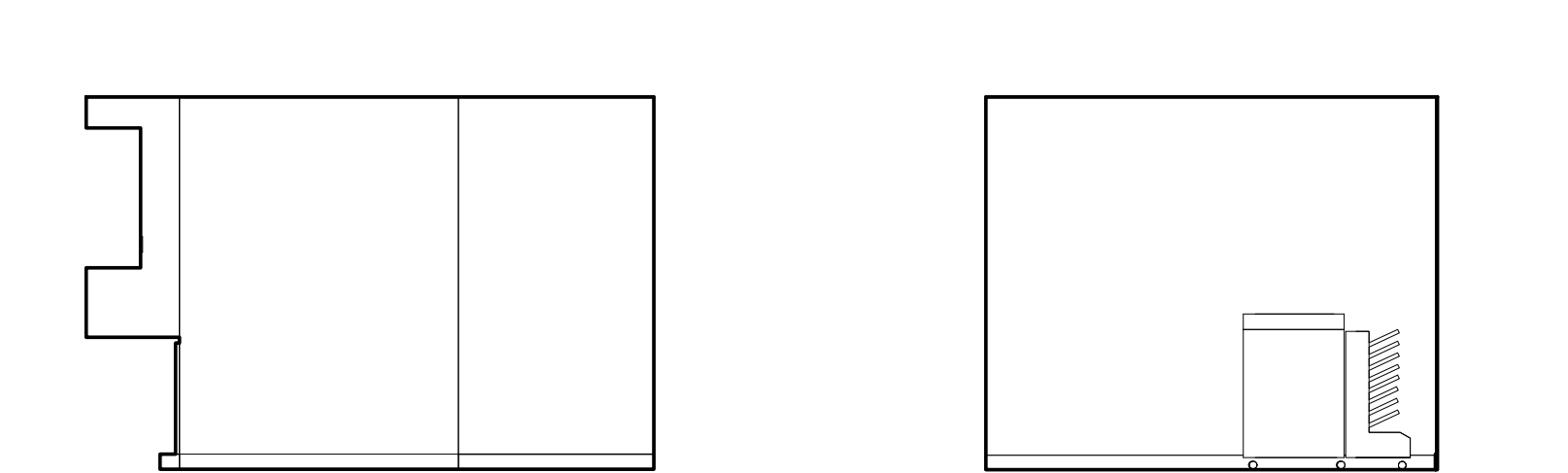
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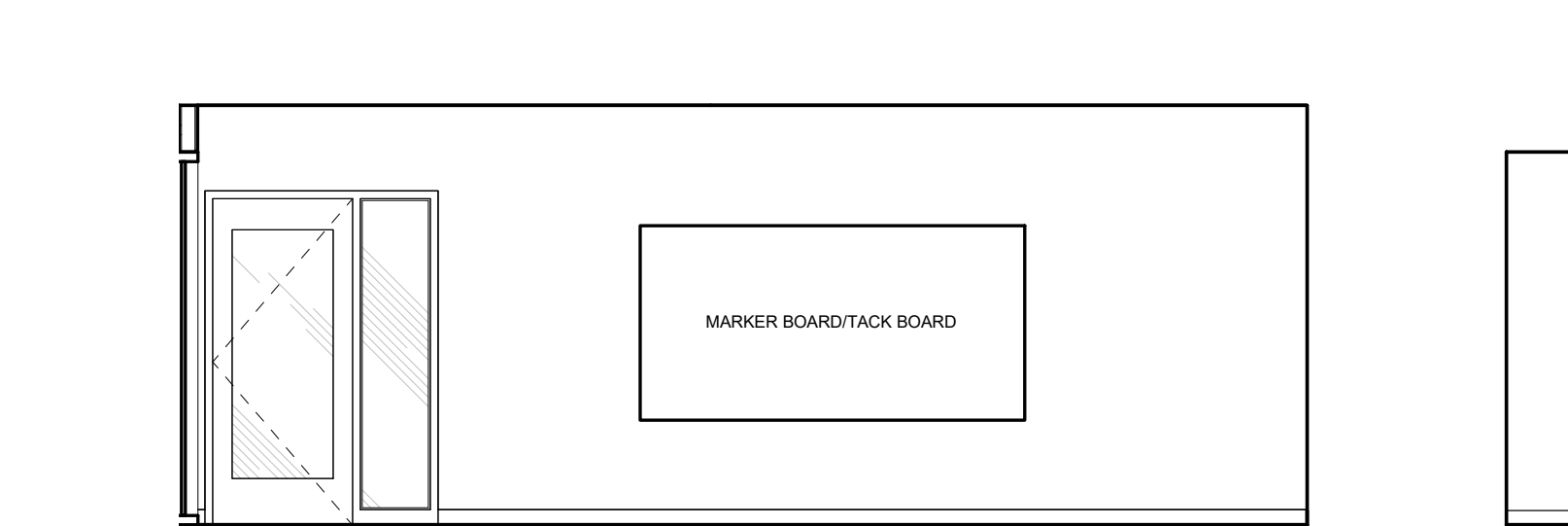
1 234 OPEN OFFICE - N
1/4" = 1'-0"



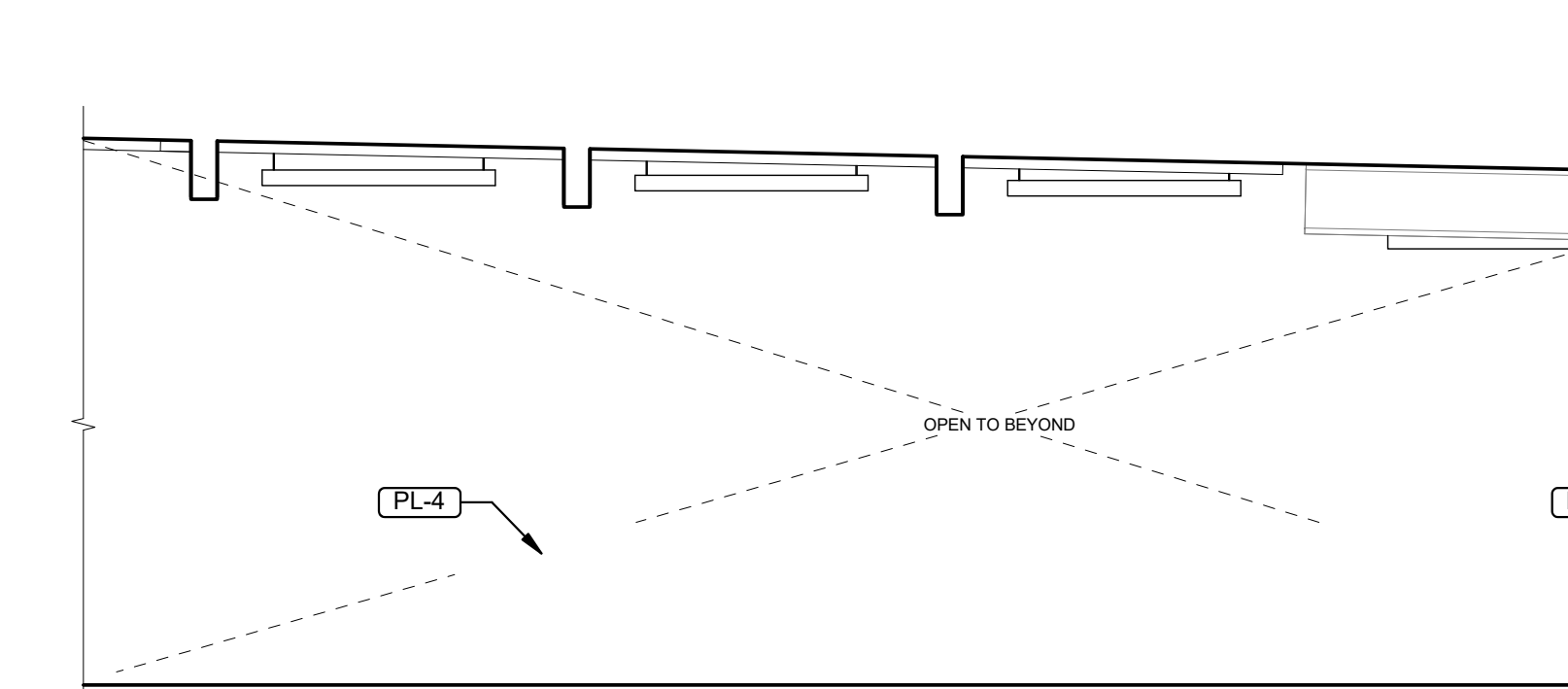
3 234 OPEN OFFICE - S
1/4" = 1'-0"



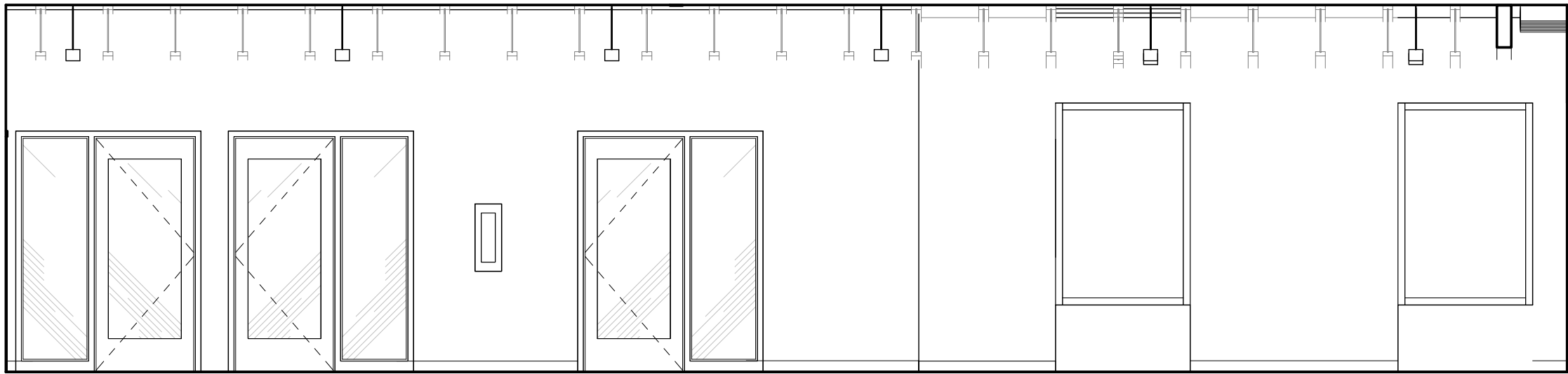
5 235 COPY - N
1/4" = 1'-0"



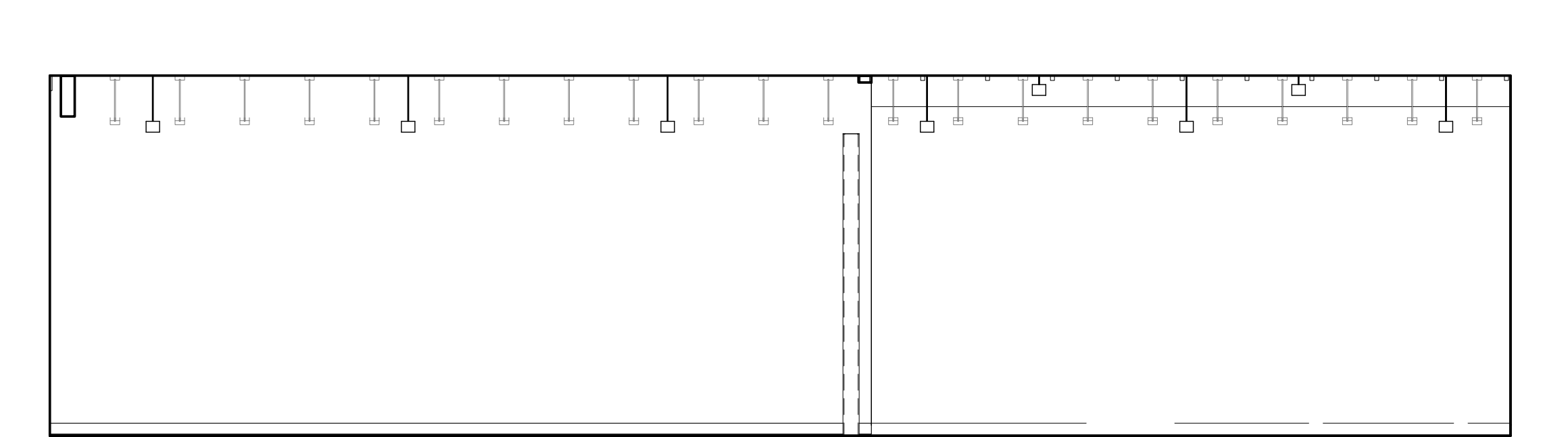
9 236 CONF - N
1/4" = 1'-0"



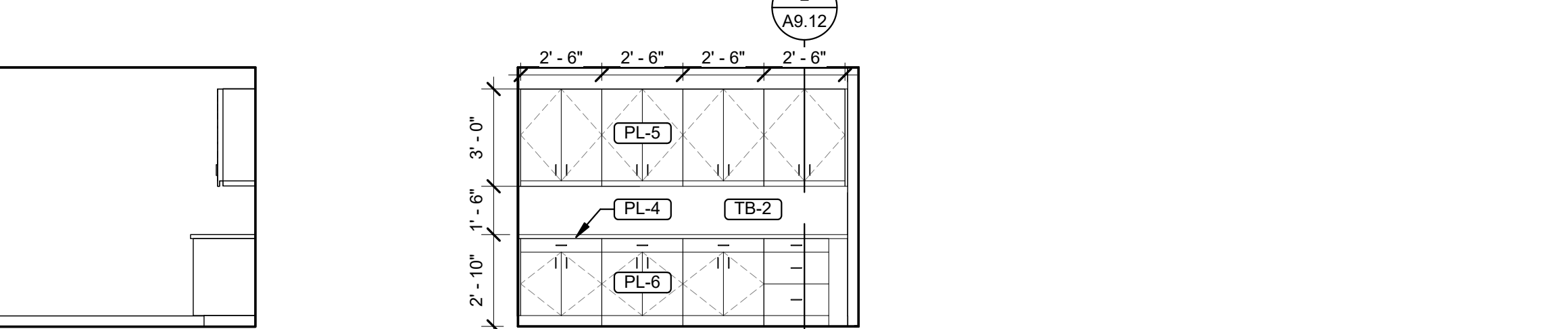
13 OPEN OFFICE CUBICLE - N
1/4" = 1'-0"



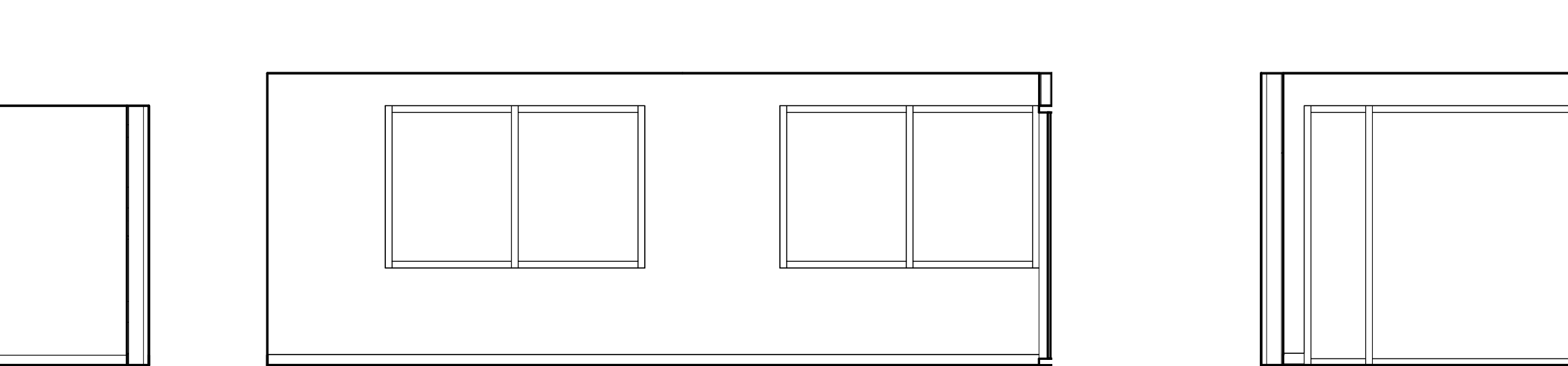
2 234 OPEN OFFICE - E
1/4" = 1'-0"



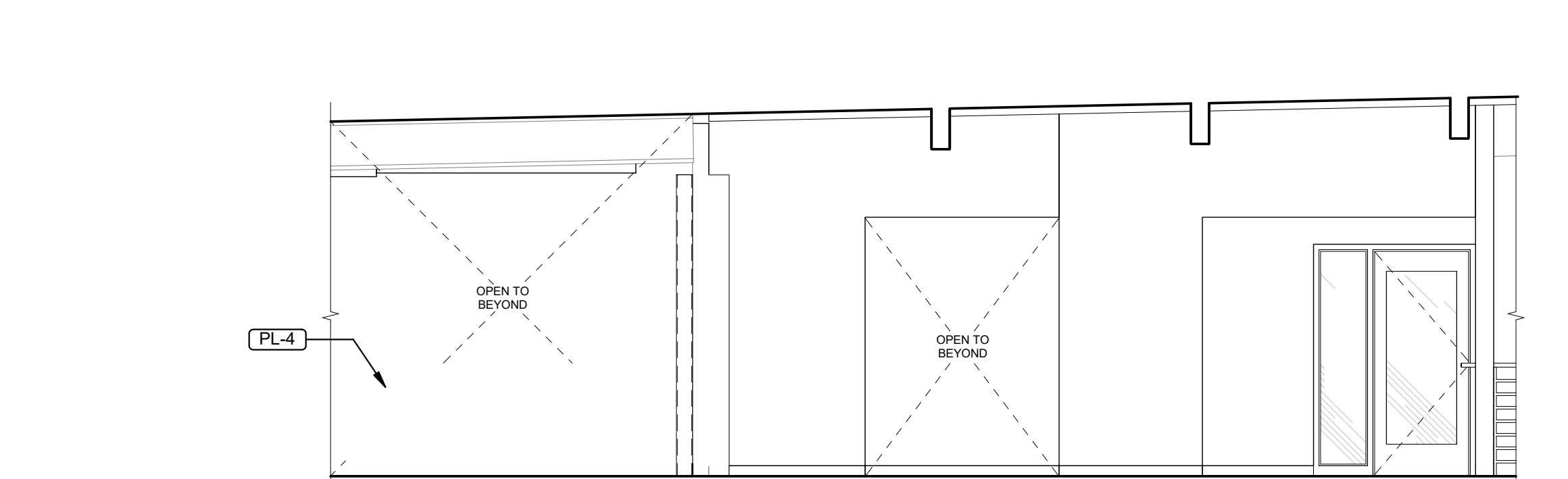
4 234 OPEN OFFICE - W
1/4" = 1'-0"



8 235 COPY - W
1/4" = 1'-0"



11 236 CONF - S
1/4" = 1'-0"



14 OPEN OFFICE CUBICLE - S
1/4" = 1'-0"



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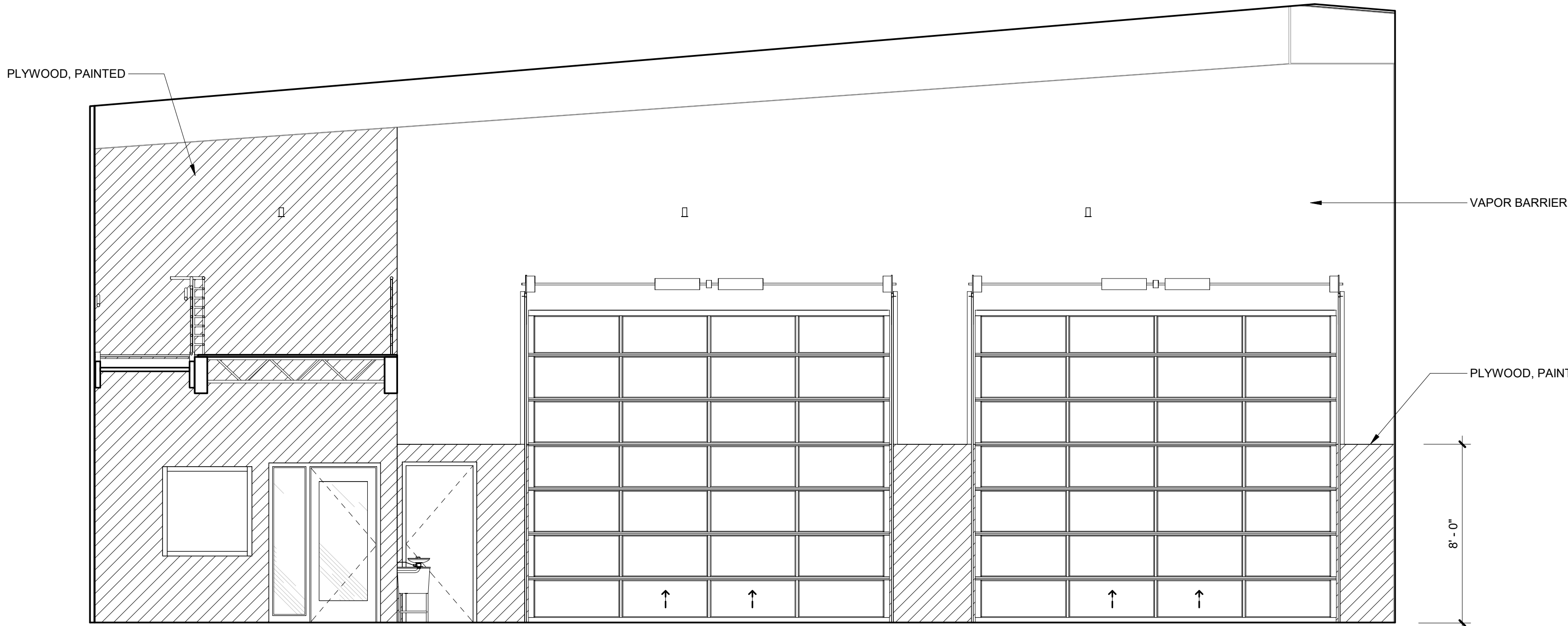
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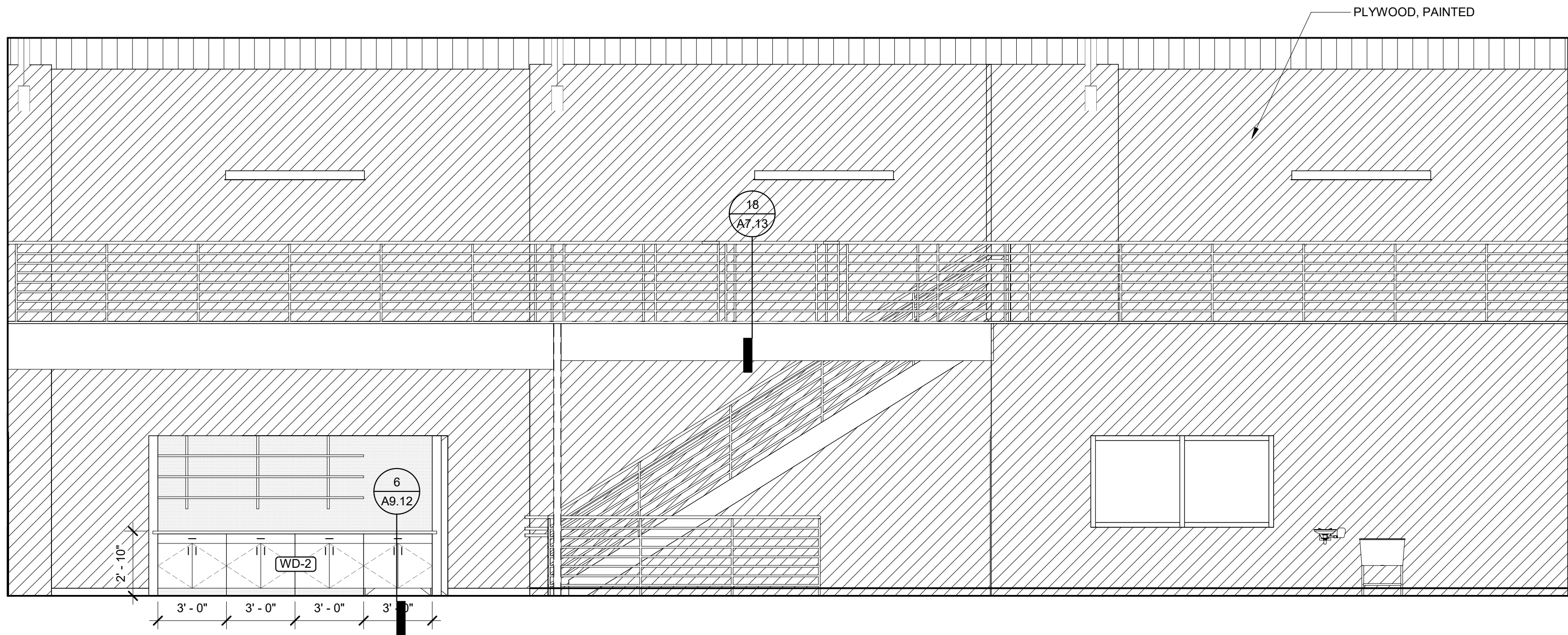
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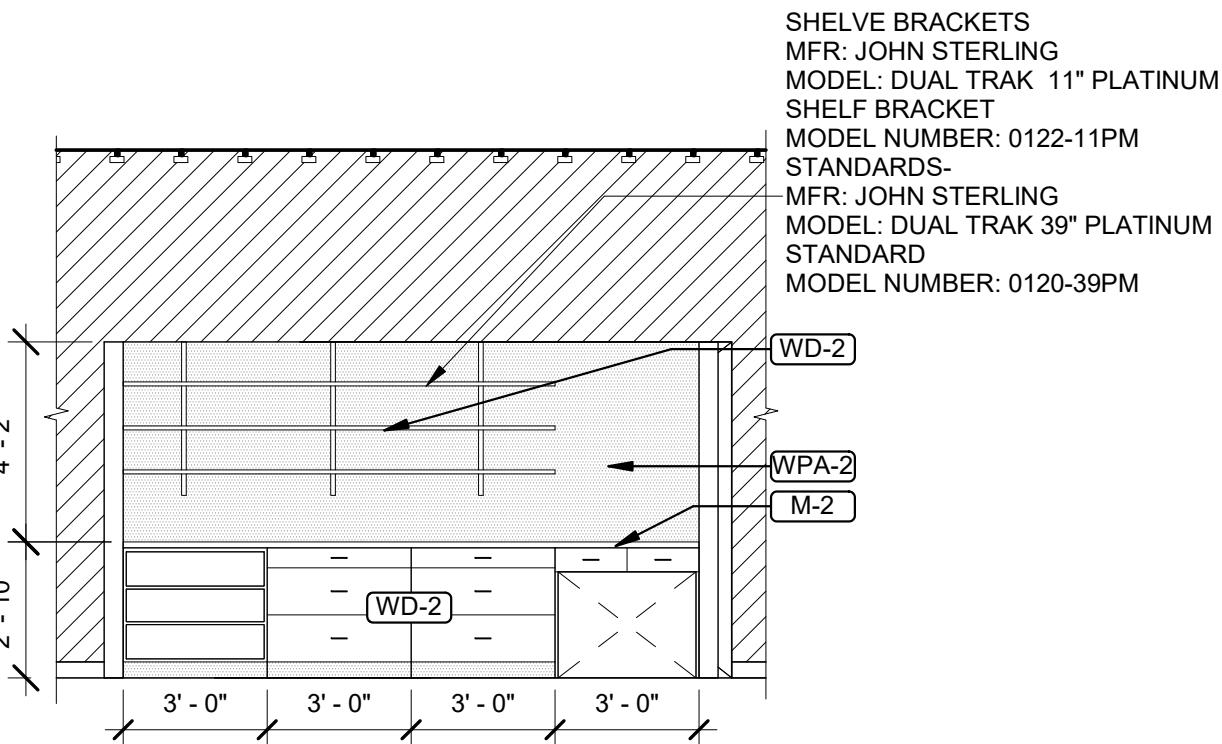
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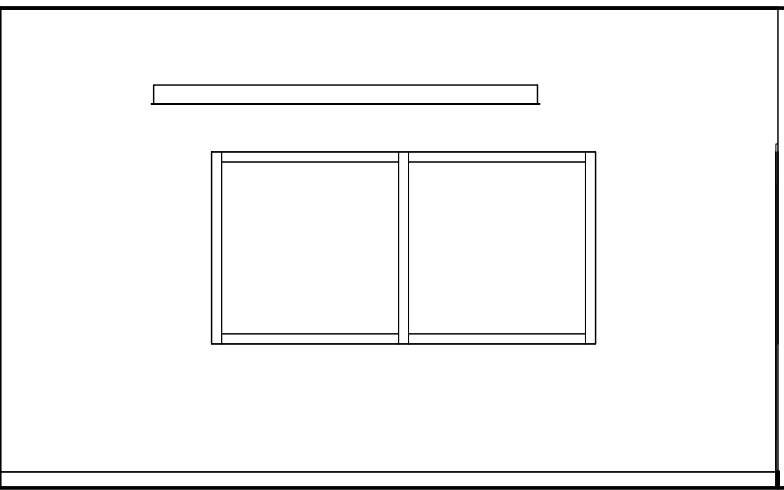
1 310 FLEET MAINT - N
1/4" = 1'-0"



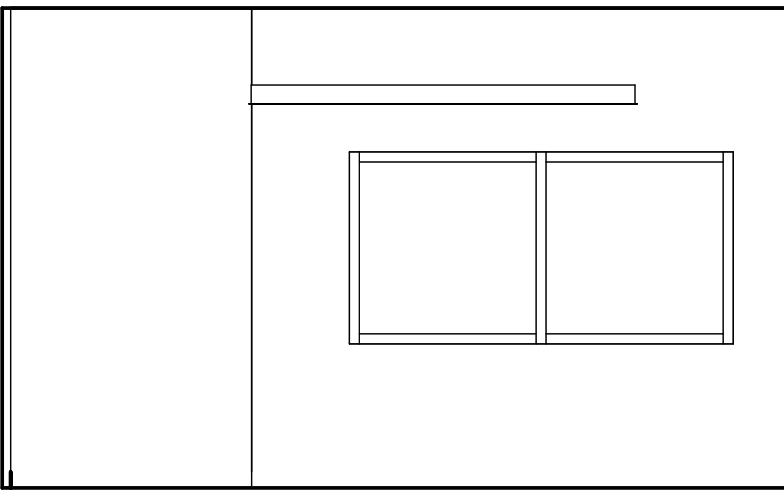
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1/4" = 1'-0"



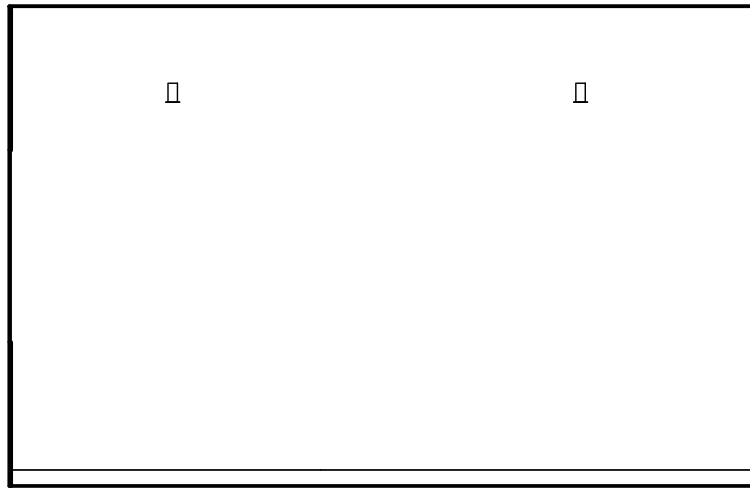
3 311 WORK SHOP - W
1/4" = 1'-0"



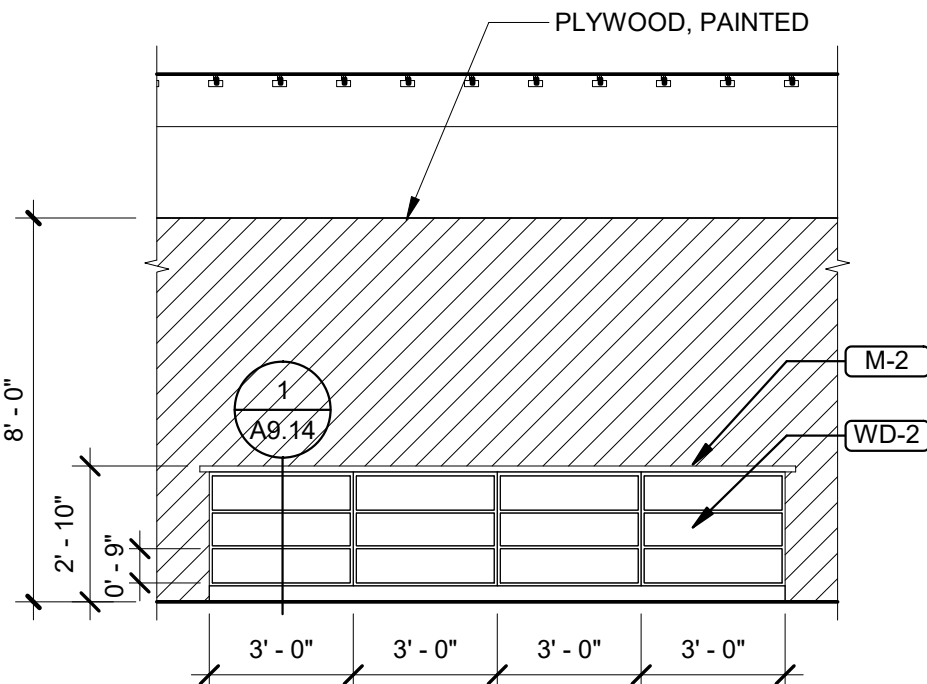
4 312 OFFICE - E
1/4" = 1'-0"



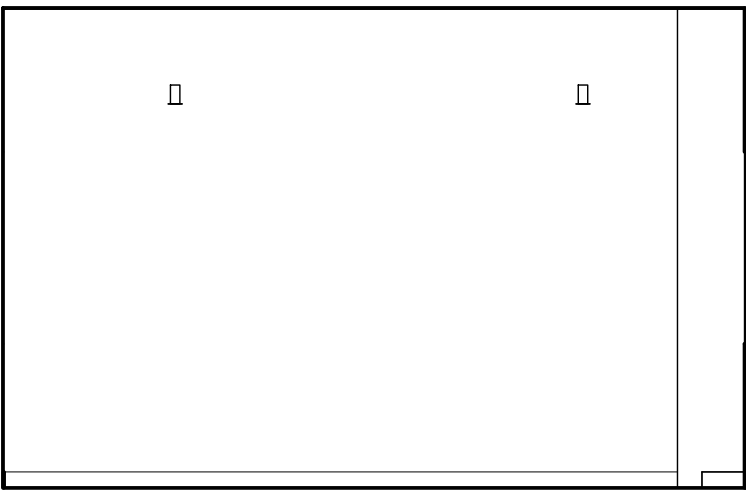
5 312 OFFICE - W
1/4" = 1'-0"



6 312 OFFICE - N
1/4" = 1'-0"



7 311 WORK SHOP - E
1/4" = 1'-0"



8 312 OFFICE - S
1/4" = 1'-0"

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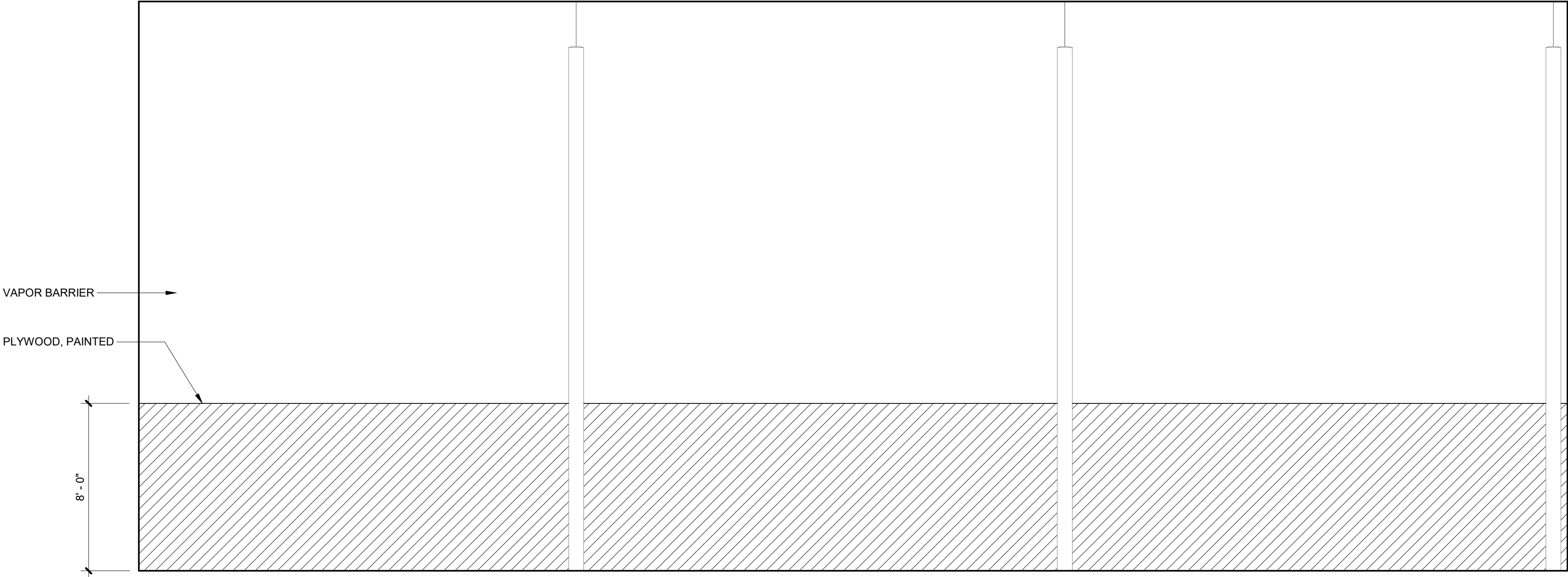
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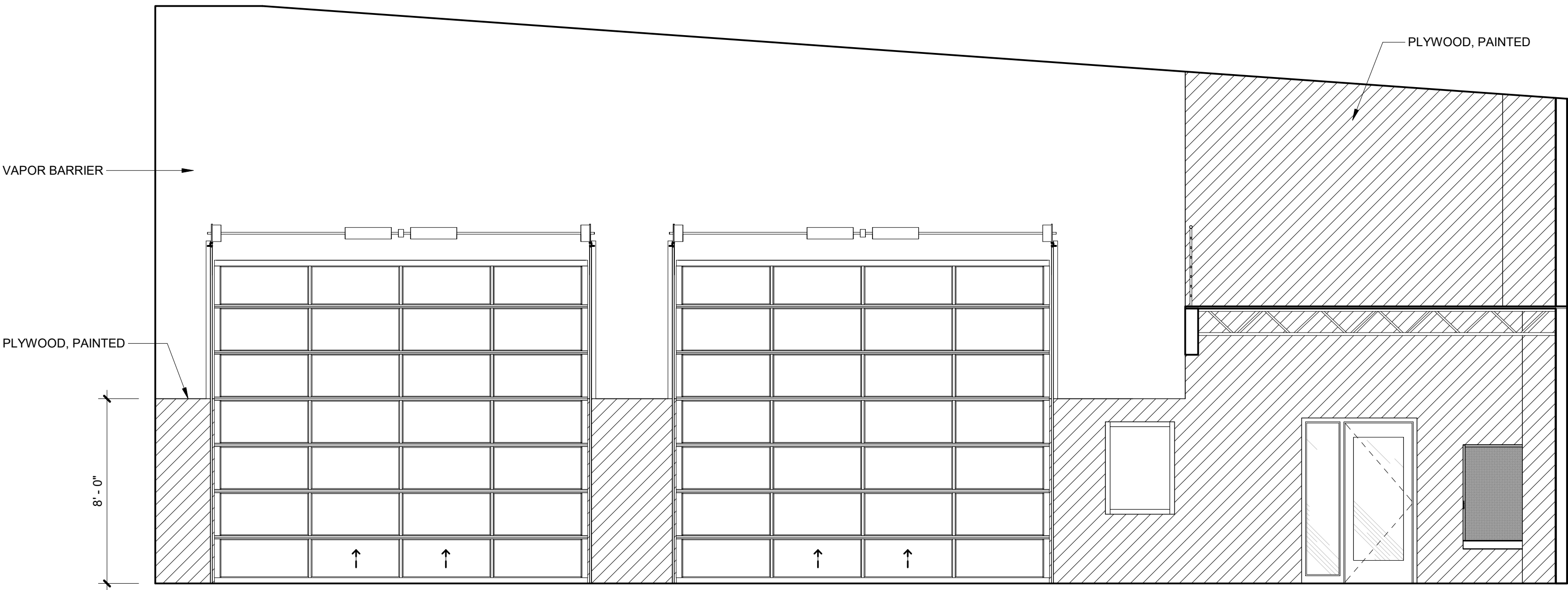
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1 310 FLEET SHOP - E
1/4" = 1'-0"



2 310 FLEET - S
1/4" = 1'-0"

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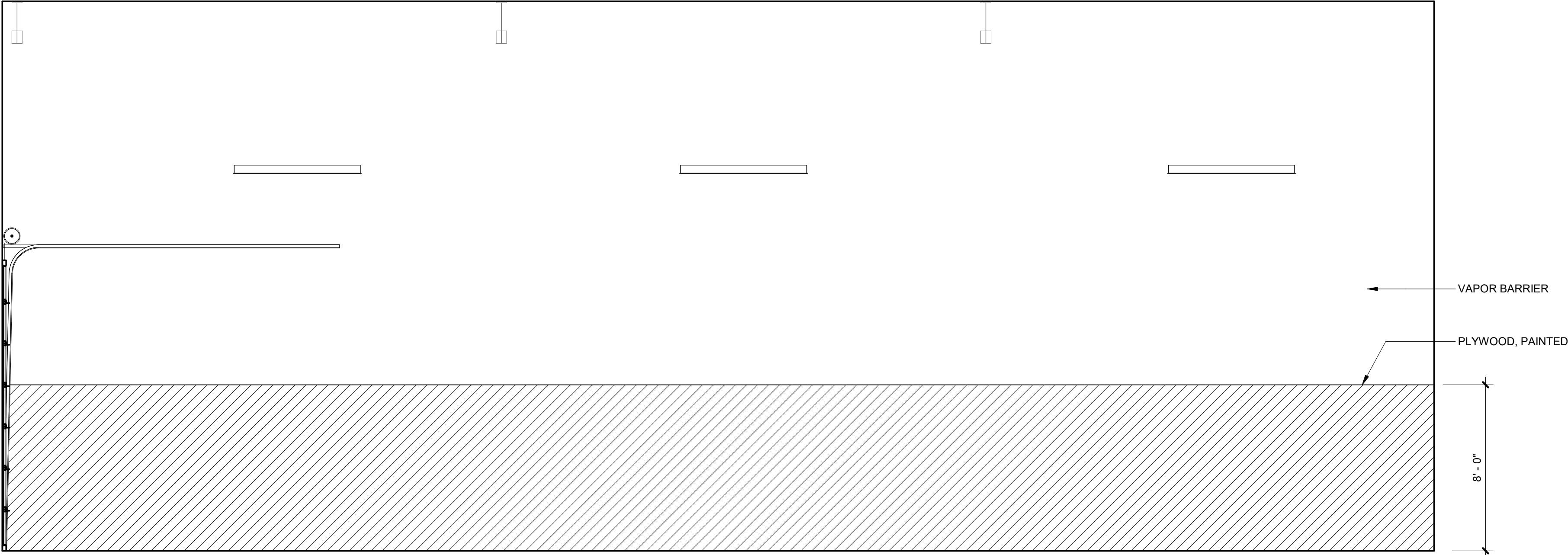
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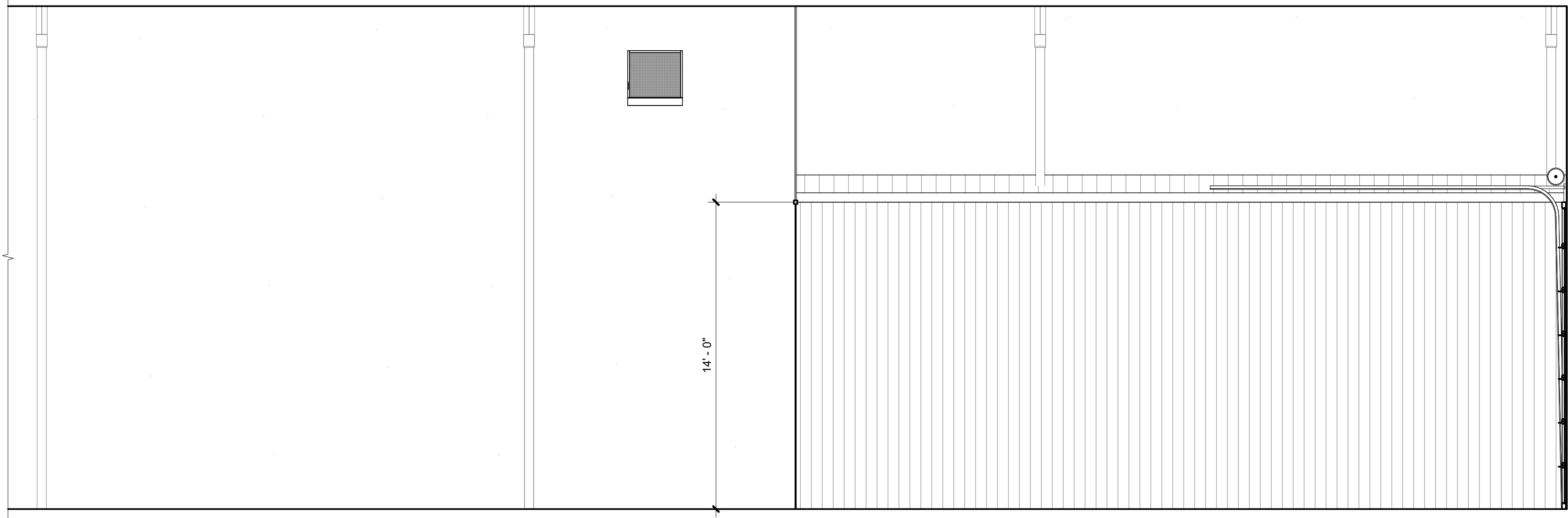
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INTERIOR
ELEVATIONS

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A8.16



1 300 WAREHOUSE - S
1/4" = 1'-0"



2 315 TRUCK WASH - E
1/4" = 1'-0"

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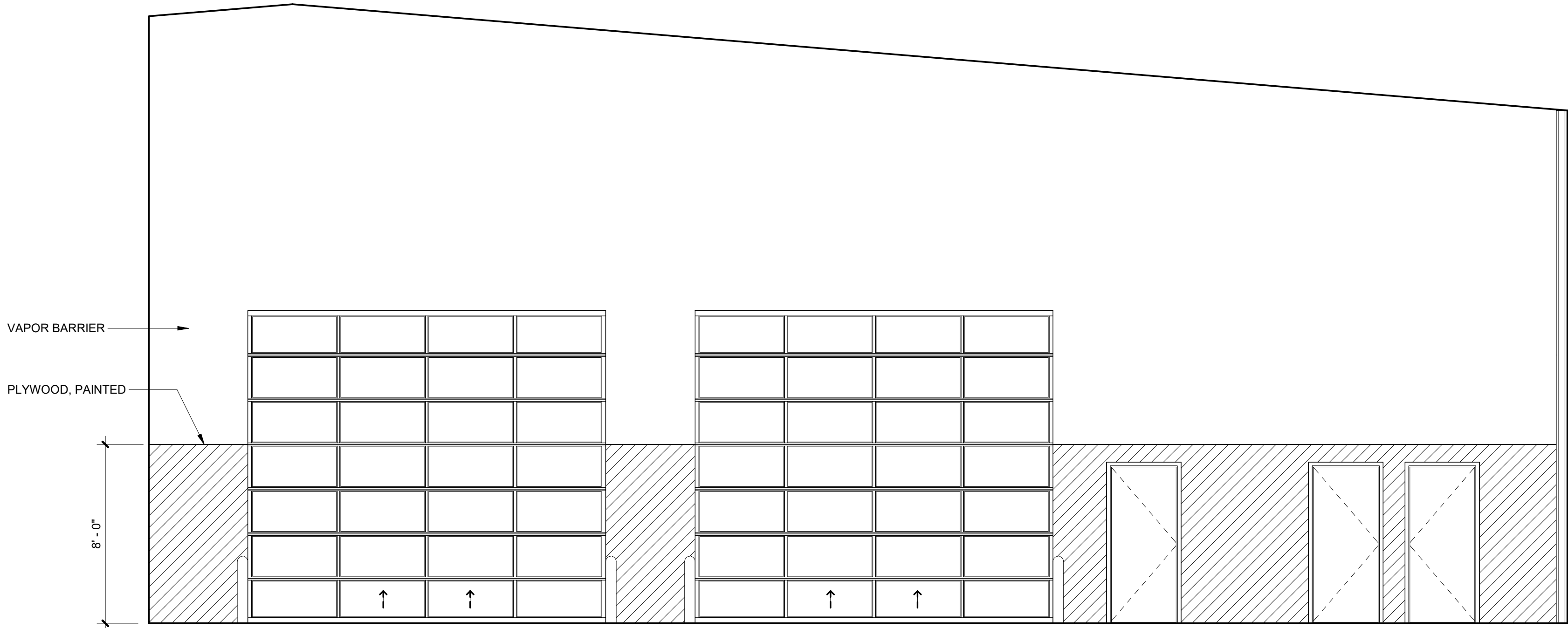
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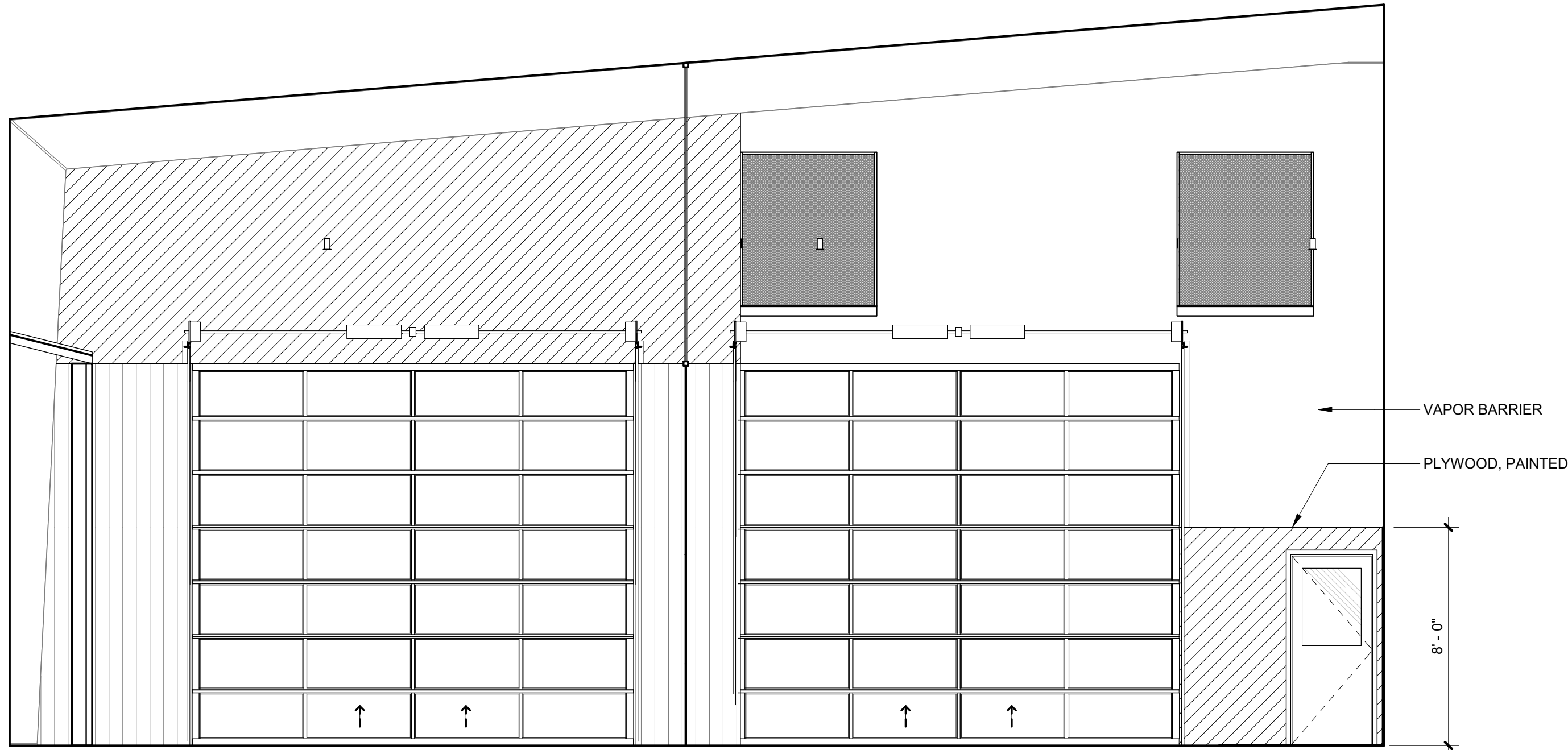
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1 300 WAREHOUSE - N
1/4" = 1'-0"



2 300 WAREHOUSE-S
1/4" = 1'-0"

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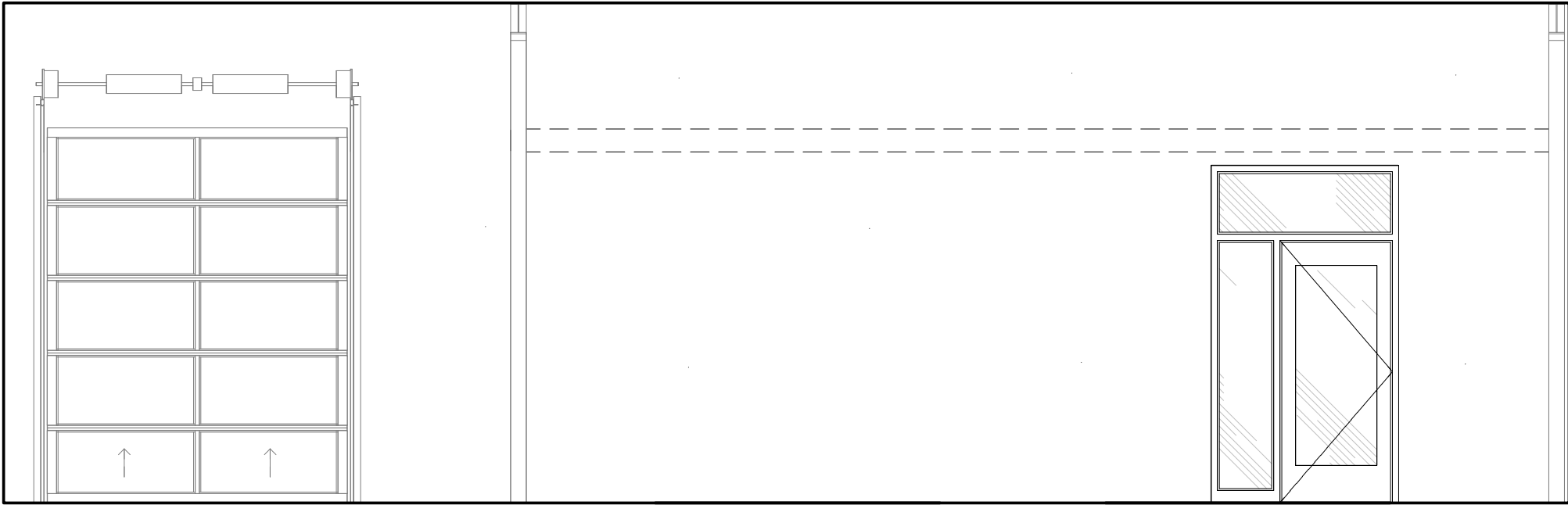
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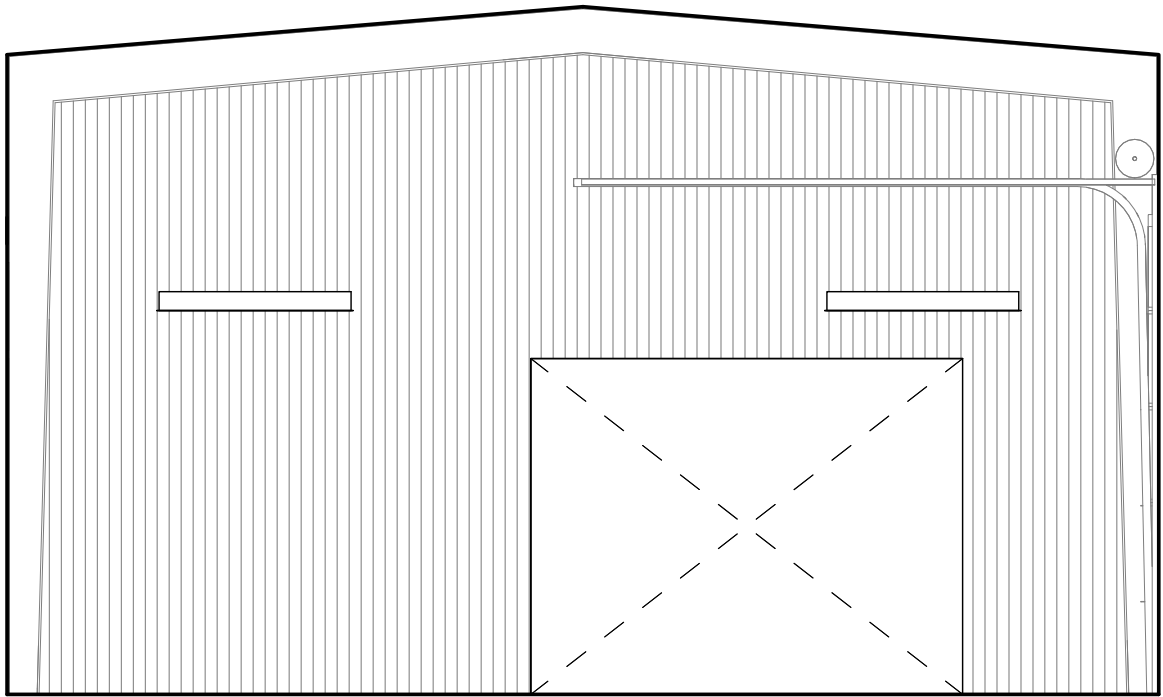
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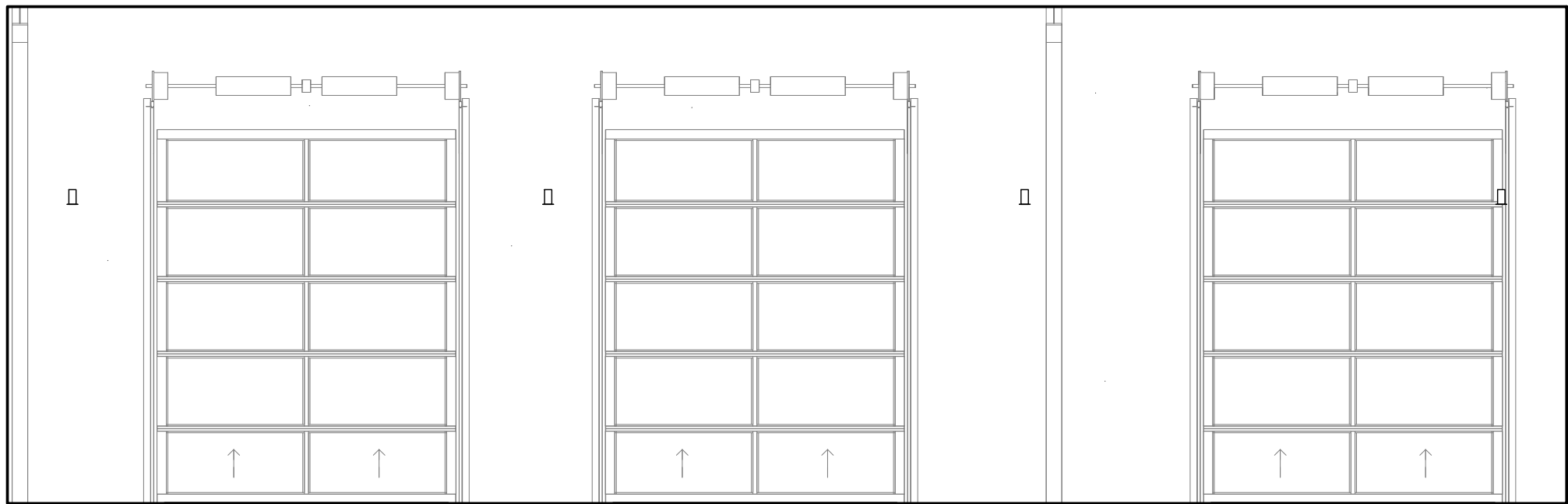
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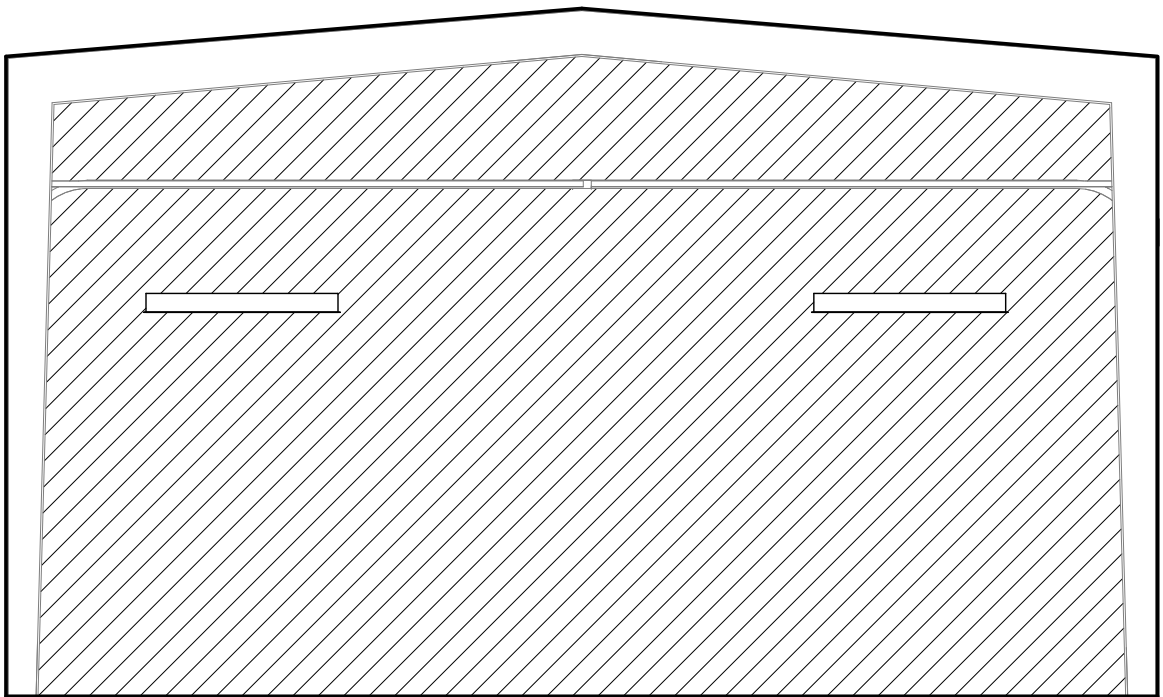
1 320 LOADING DOCK - N
1/4" = 1'-0"



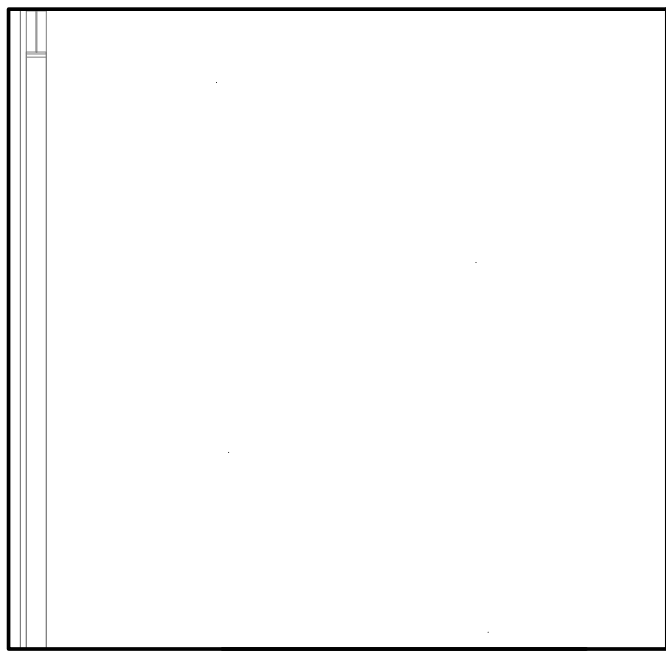
2 320 LOADING DOCK - E
1/4" = 1'-0"



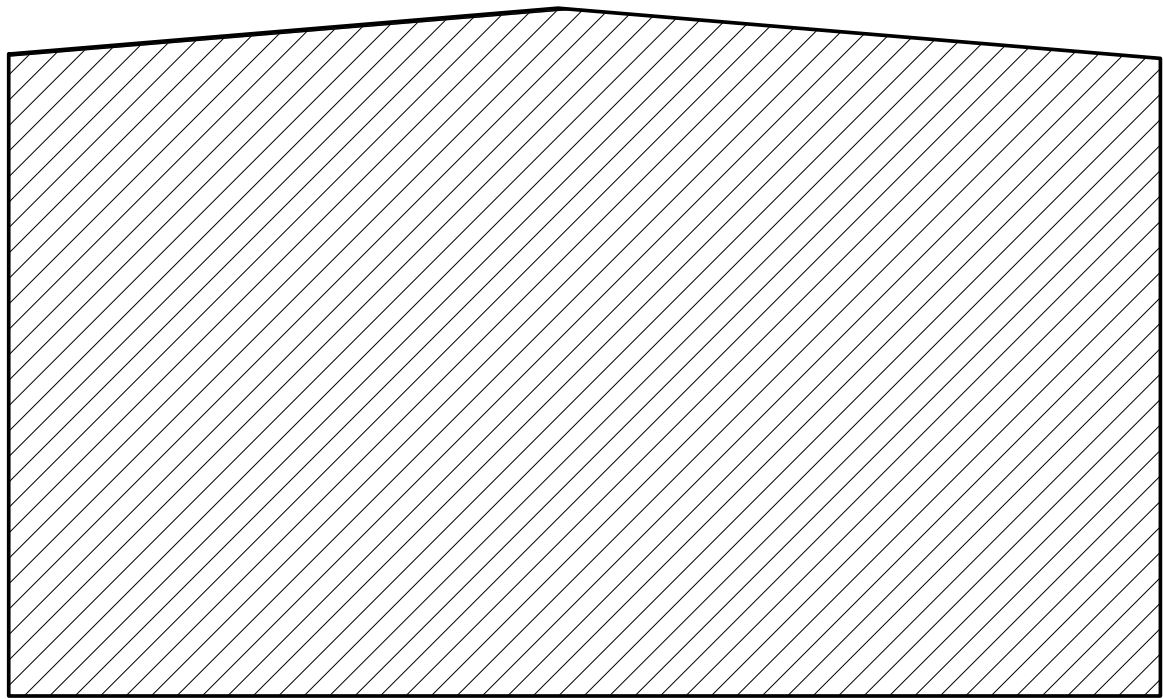
3 320 LOADING DOCK - S
1/4" = 1'-0"



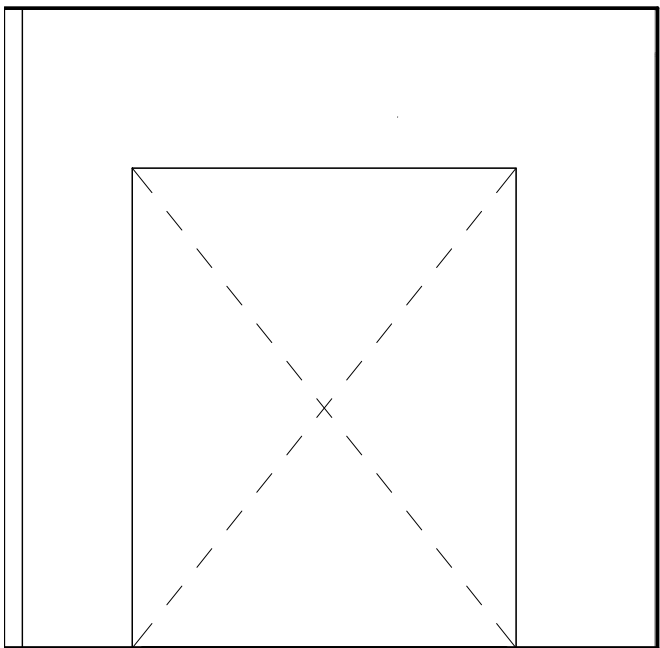
4 320 LOADING DOCK - W
1/4" = 1'-0"



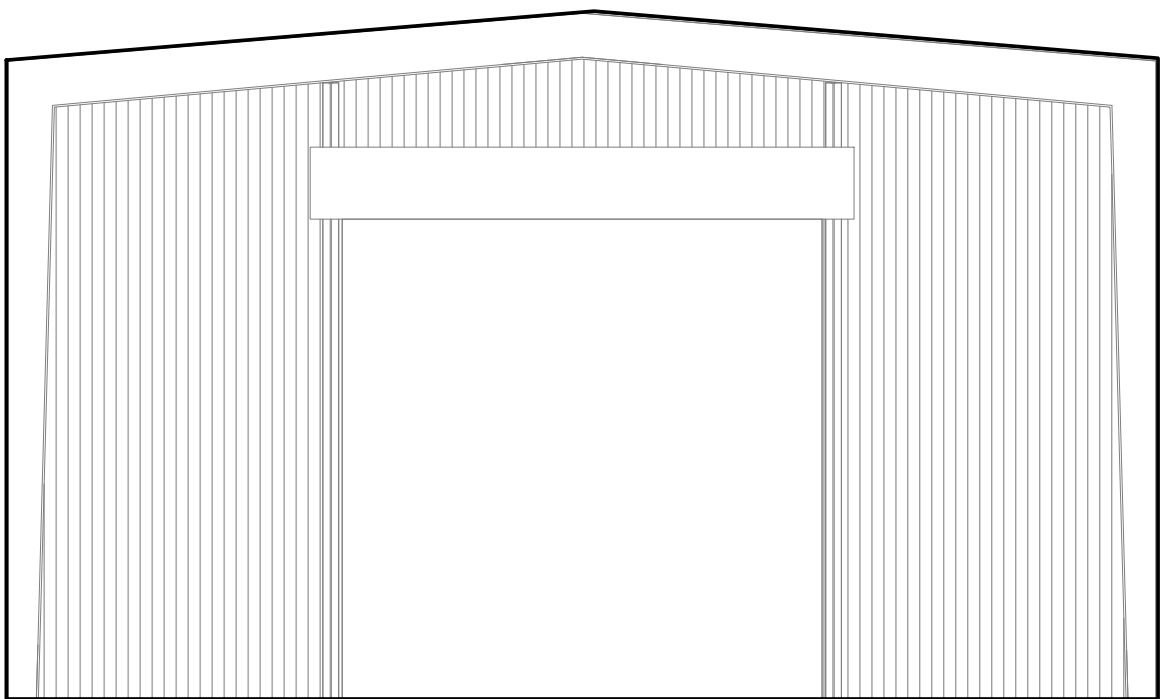
5 321 VESTIBULE - N
1/4" = 1'-0"



6 321 VESTIBULE - E
1/4" = 1'-0"



7 321 VESTIBULE - S
1/4" = 1'-0"



8 321 VESTIBULE - W
1/4" = 1'-0"

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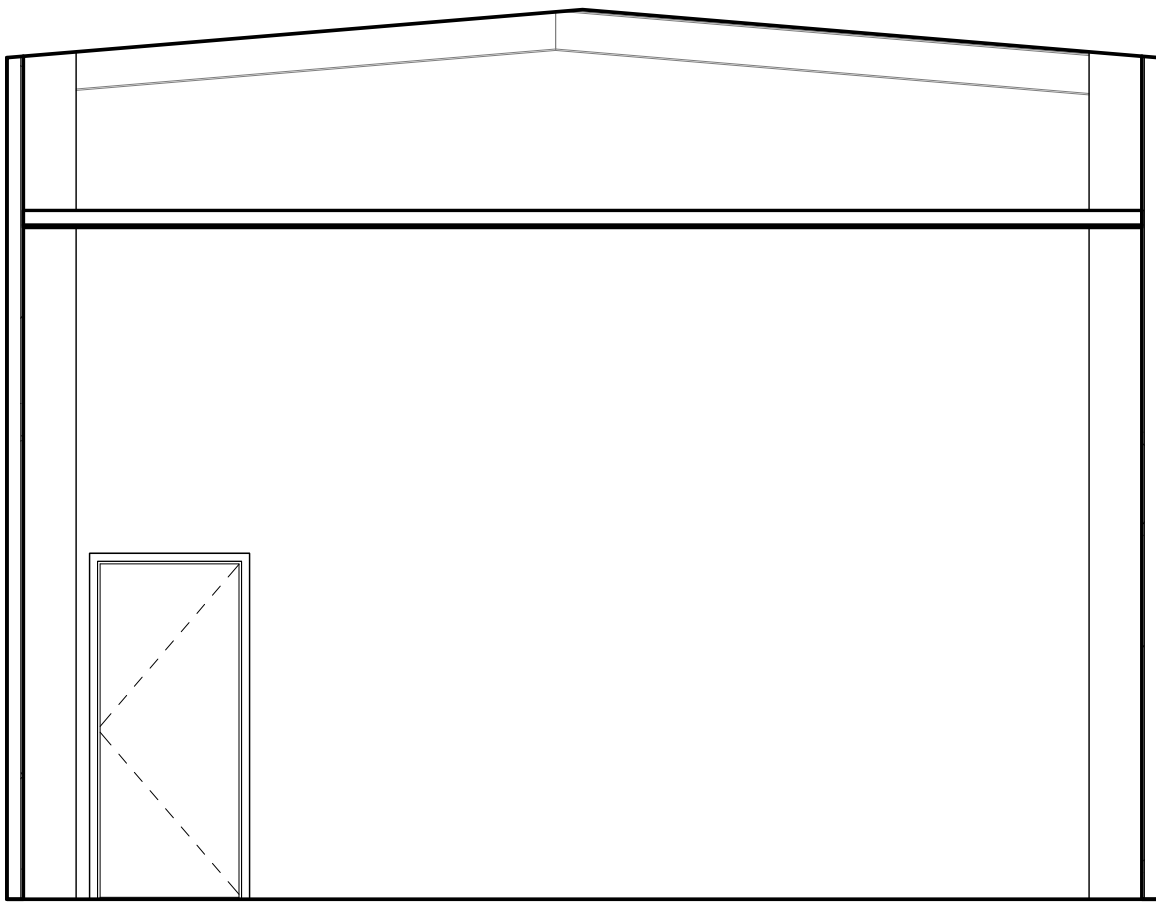
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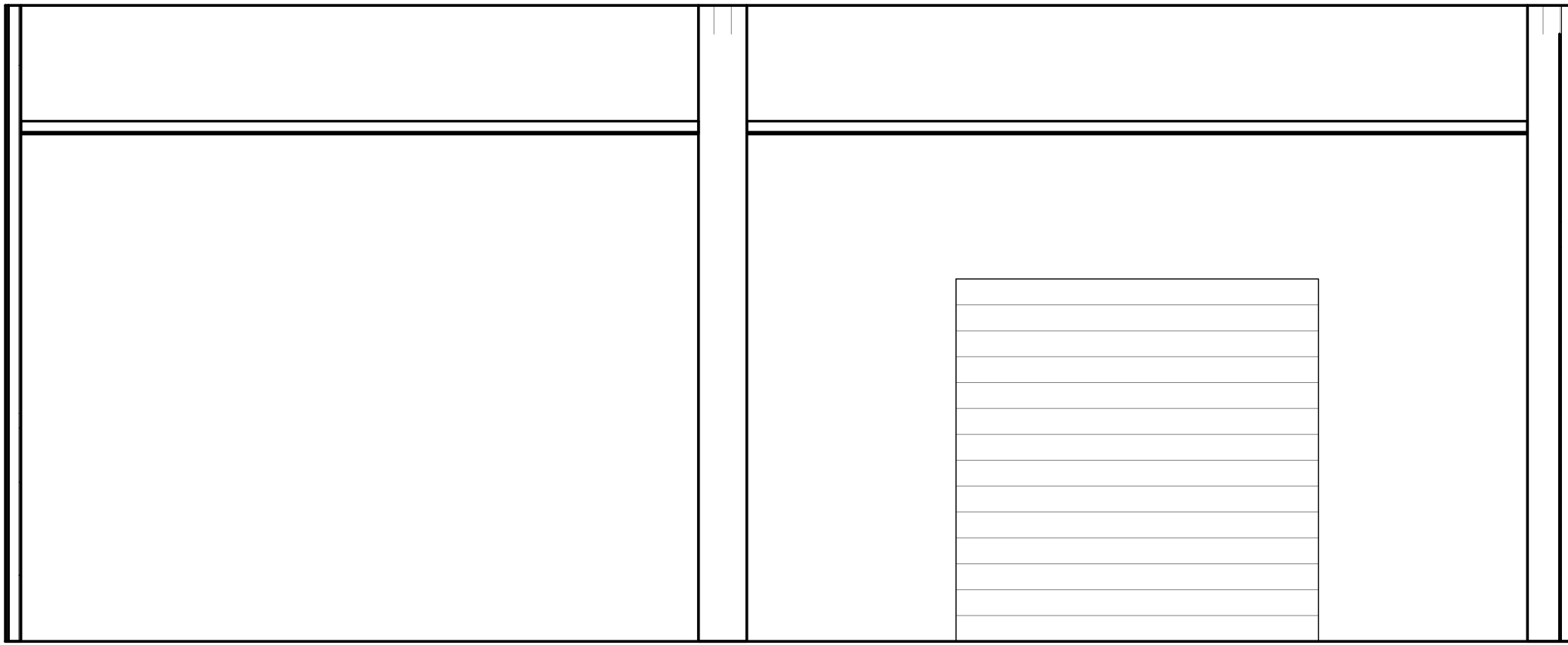
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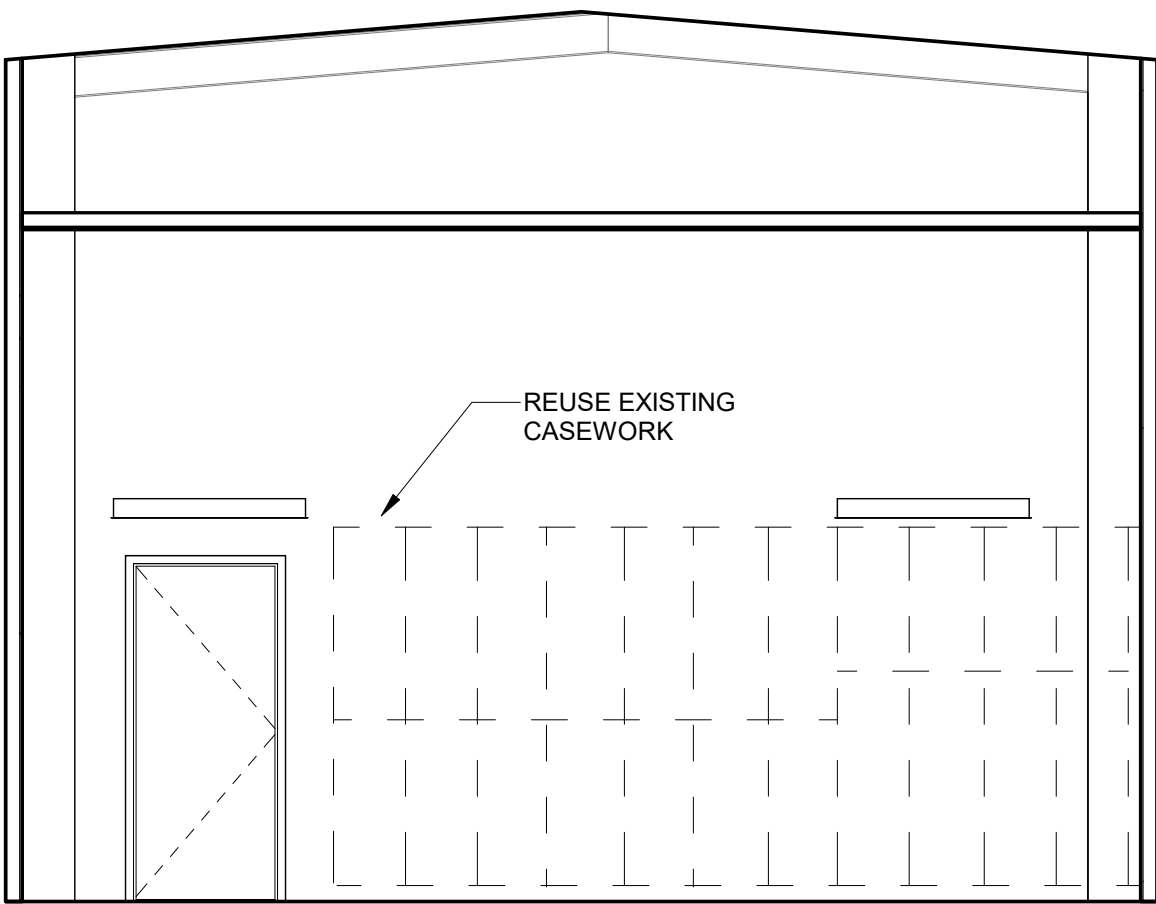
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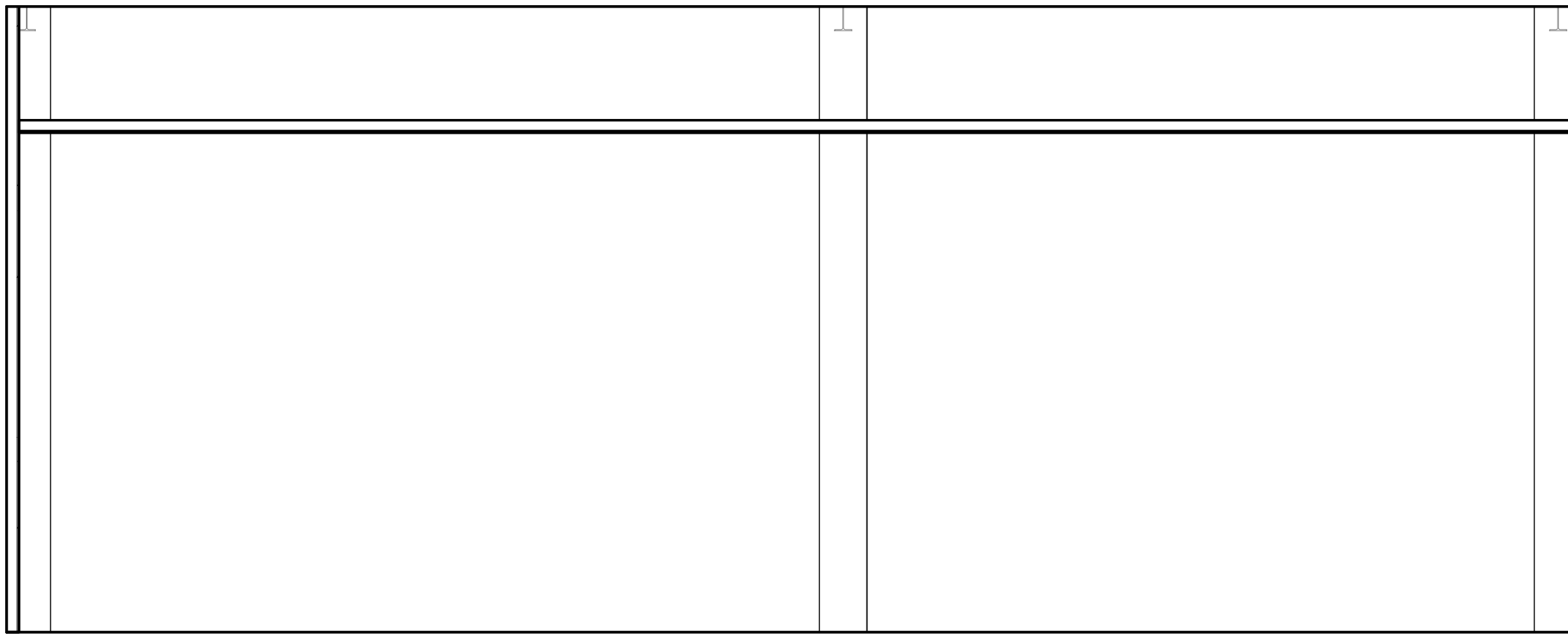
1 322 SIGN SHOP - N
1/4" = 1'-0"



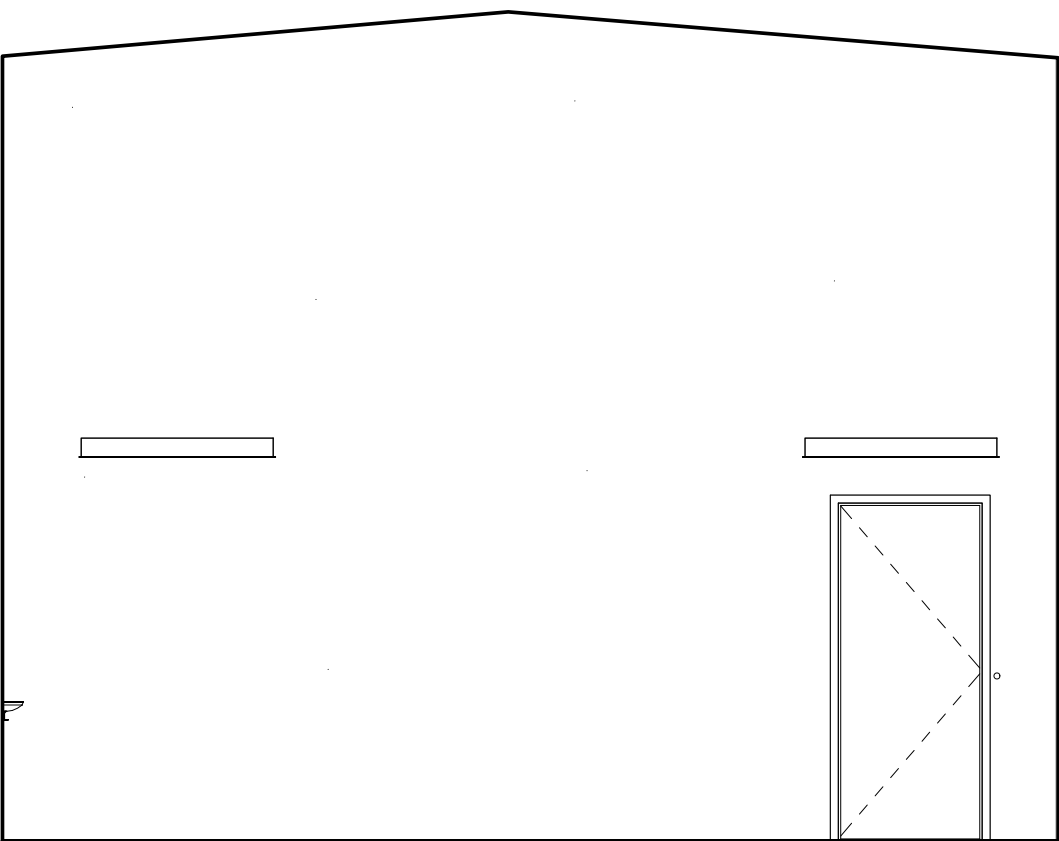
2 322 SIGN SHOP - E
1/4" = 1'-0"



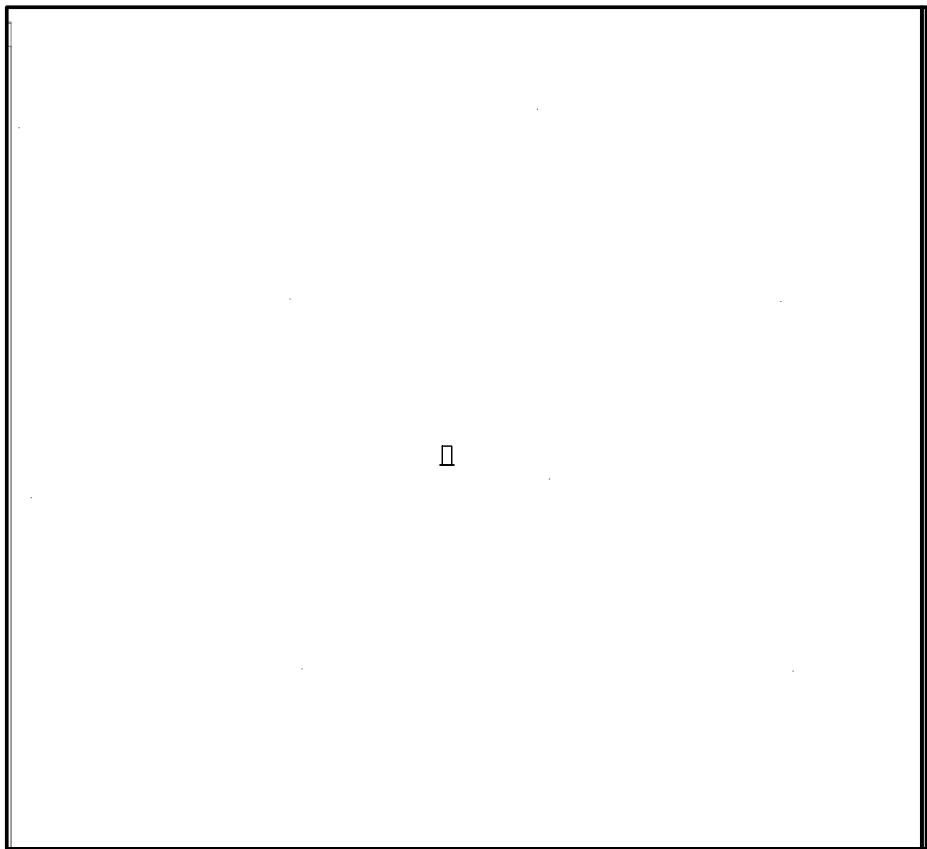
3 322 SIGN SHOP - S
1/4" = 1'-0"



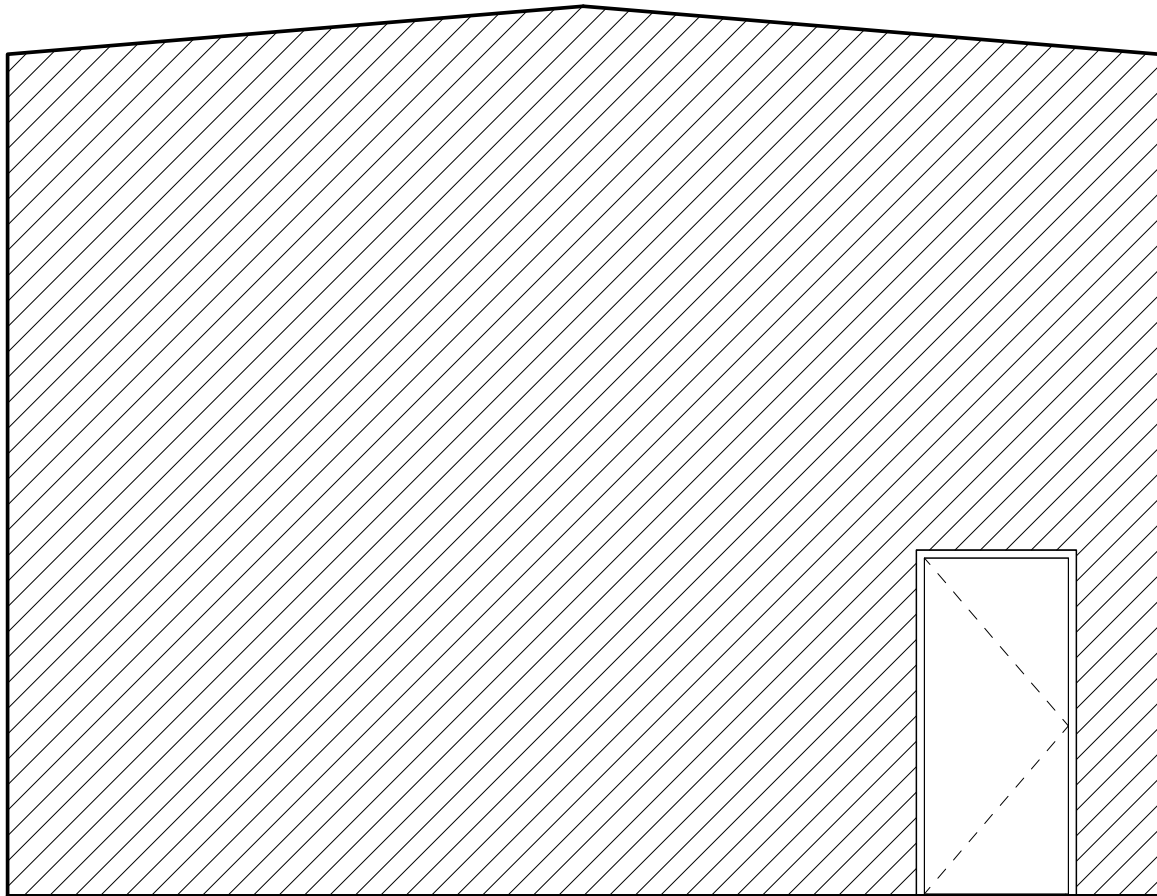
4 322 SIGN SHOP - W
1/4" = 1'-0"



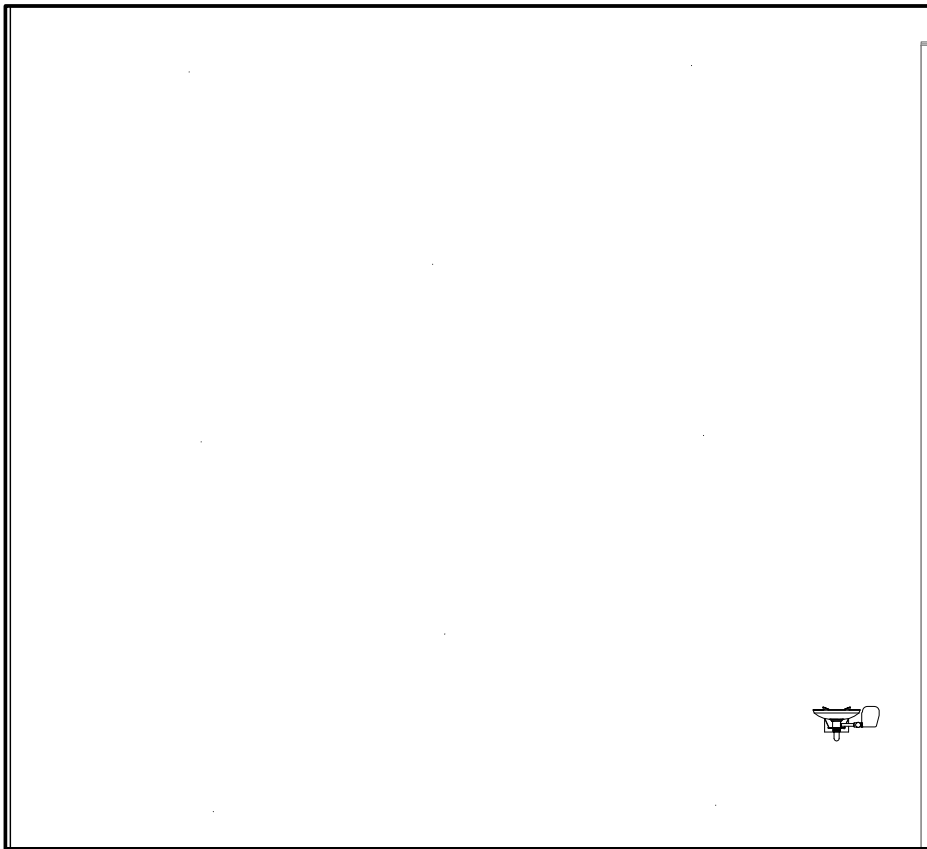
5 323 STORAGE - N
1/4" = 1'-0"



6 323 STORAGE - E
1/4" = 1'-0"



7 323 STORAGE - S
1/4" = 1'-0"



8 323 STORAGE - W
1/4" = 1'-0"

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- D. INSTALL GROMMET HOLES IN COUNTERTOP ABOVE ALL ELECTRICAL AND DATA DEVICES. COORDINATE LOCATIONS W/ OWNER AND ARCHITECT IN FIELD.
- E. PROVIDE BACKING AT UPPER CABINETS, FULL HEIGHT CABINETS, ACCESSORIES, VISUAL DISPLAY BOARDS, WALL MOUNTED SHELVING AND ANY WALL-MOUNTED EQUIPMENT INCLUDING THOSE PROVIDED BY OWNER.
- F. PROVIDE IN-WALL MOUNTING SUPPORTS FOR ALL COUNTERS INSTALLED WITHOUT BASE CABINETS. REF DETAIL 6/A9.11
- G. REFER TO STANDARD MOUNTING GUIDE FOR ALL REST ROOM FIXTURES A0.10

Item 7b.

S|E A

SCOTT|EDWARDS ARCHITECTURE LLP.

2525 E Burnside Street, Portland, OR 97214
phone: (503) 226-3617 www.seallp.com

NOT FOR
CONSTRUCTION

OREGON CITY
PUBLIC WORKS

Job Number: 19112

13895 FIR STREET
OREGON CITY, OR 97045

PERMIT SET JUL 10, 2020

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Drawing:

INTERIOR
ELEVATIONS

Sheet No:

A8.20

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OREGON CITY PUBLIC WORKS

19112

JUL 10, 2020

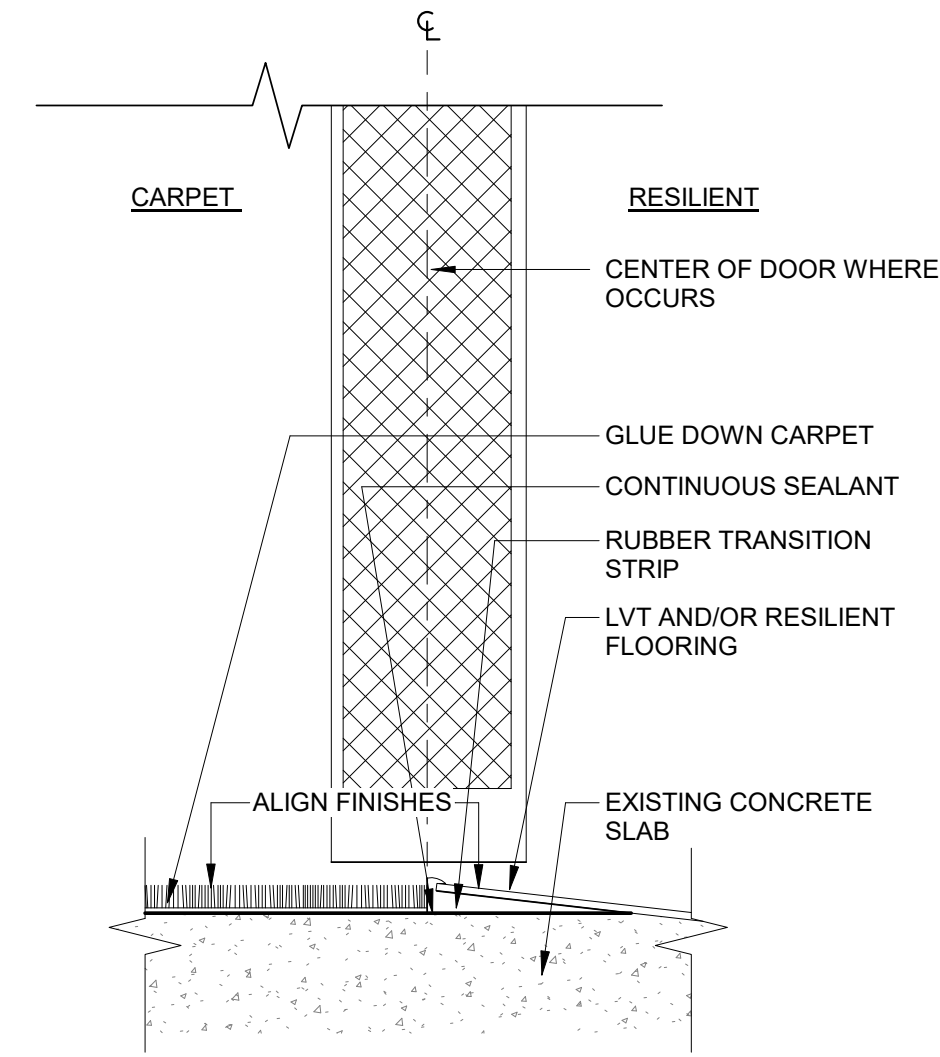
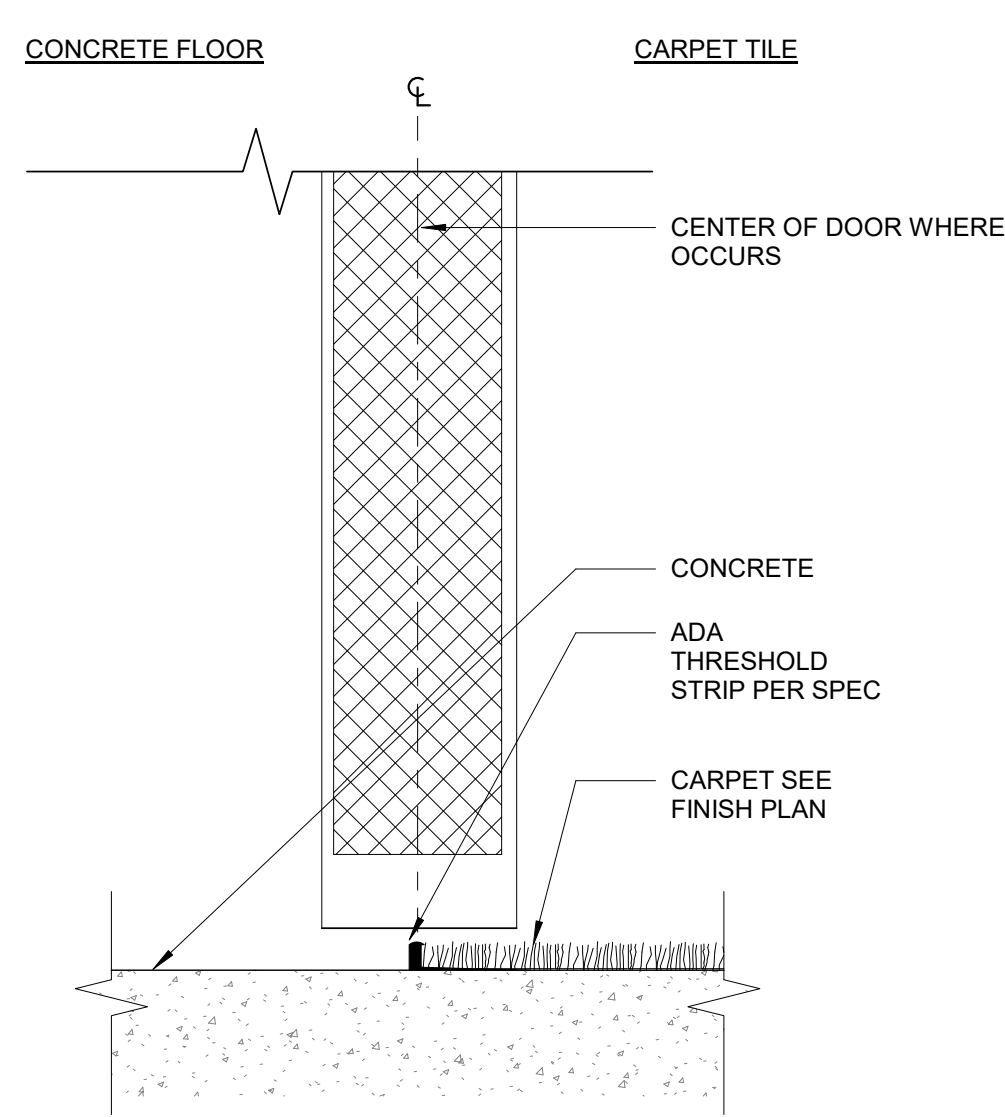
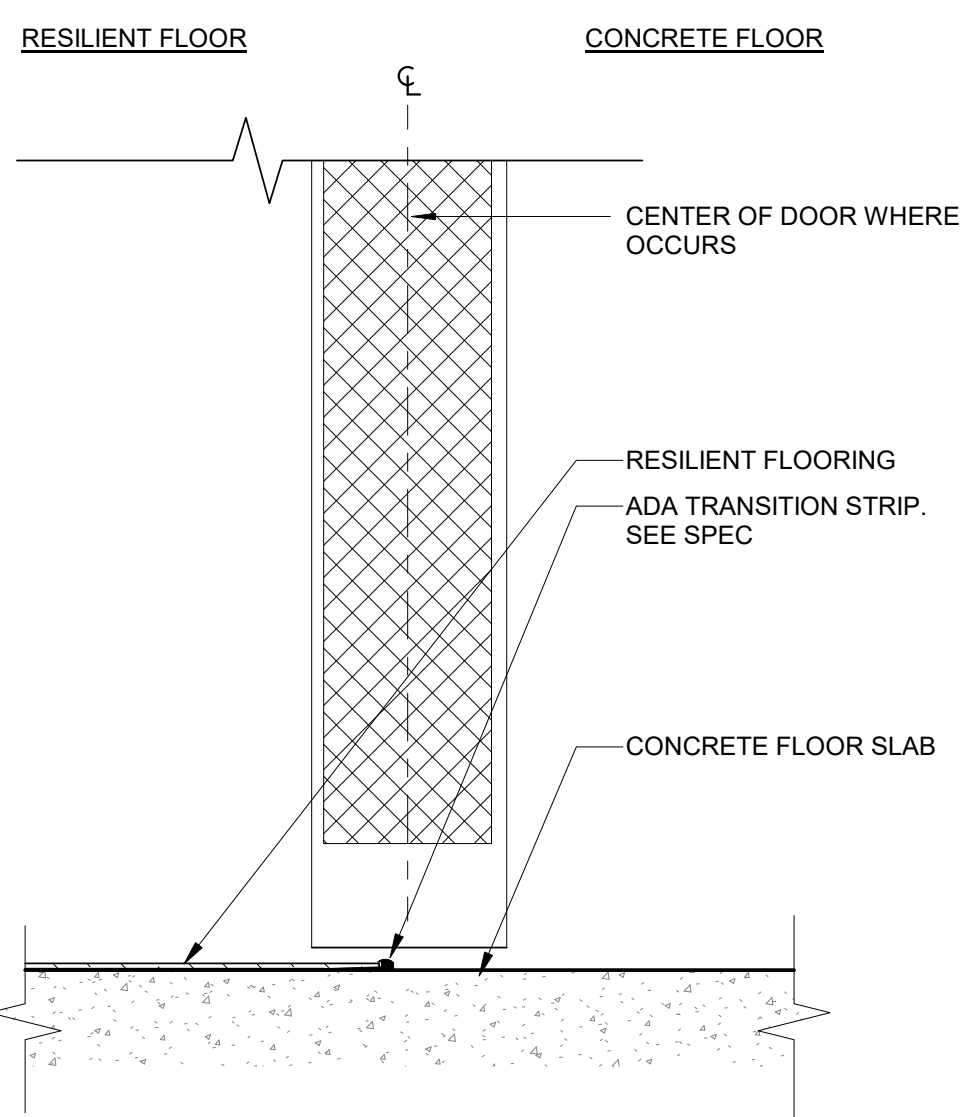
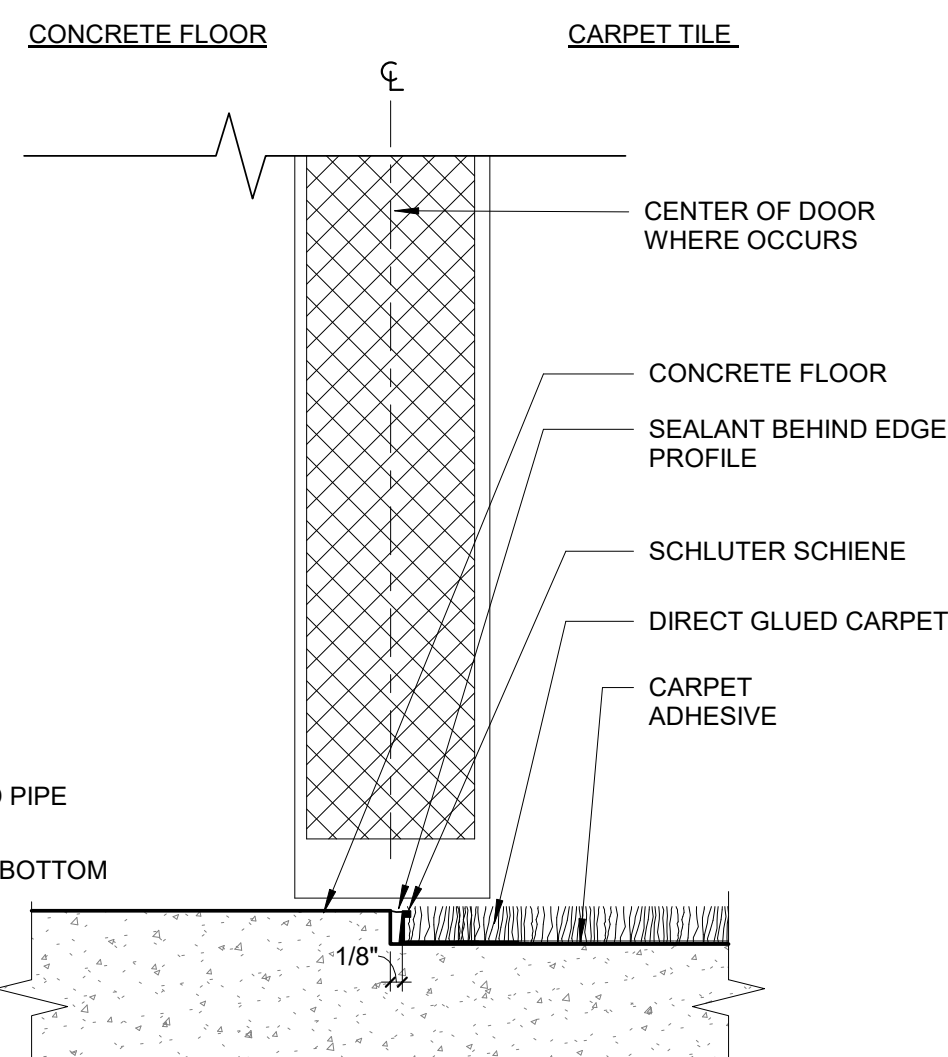
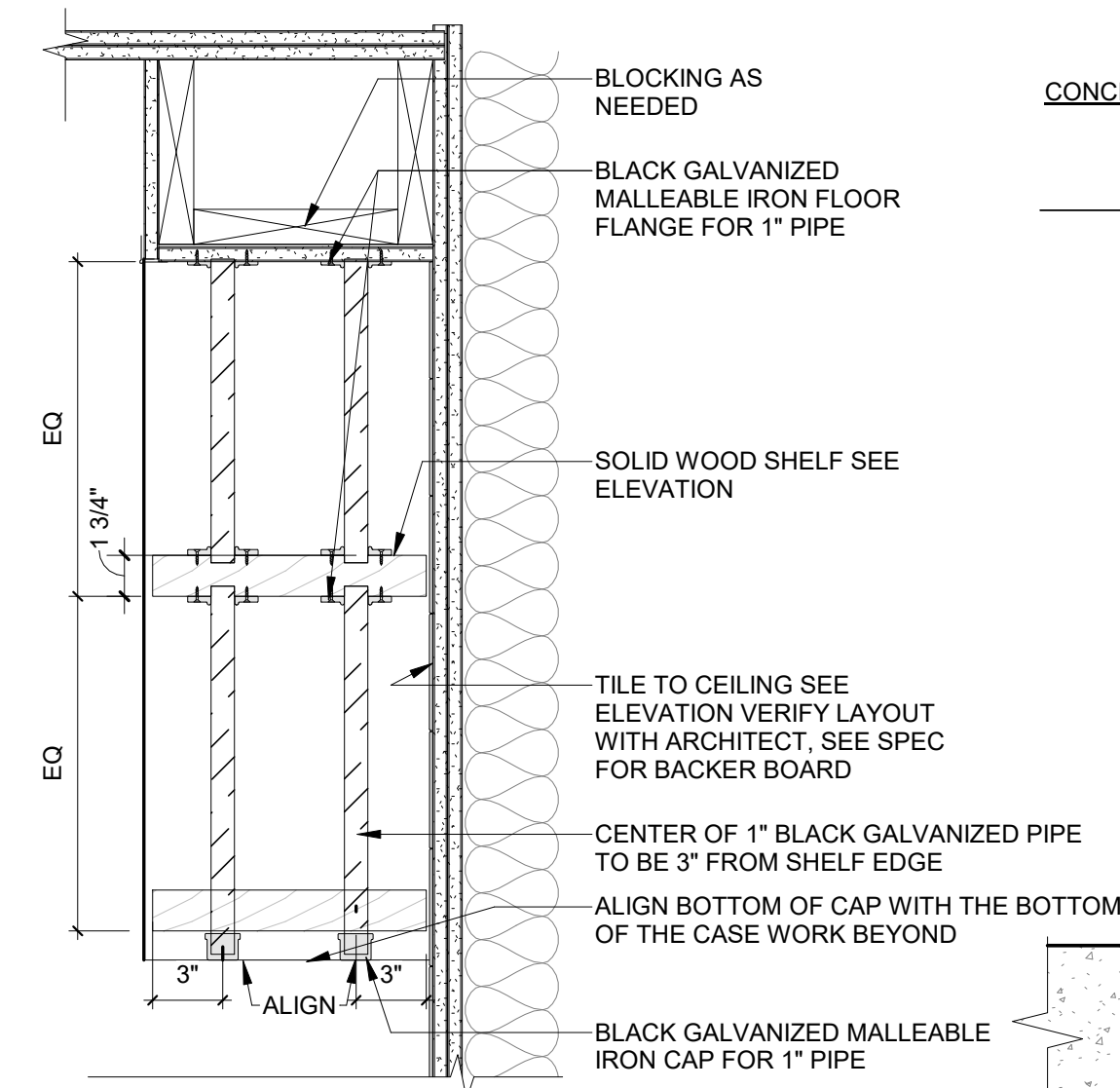
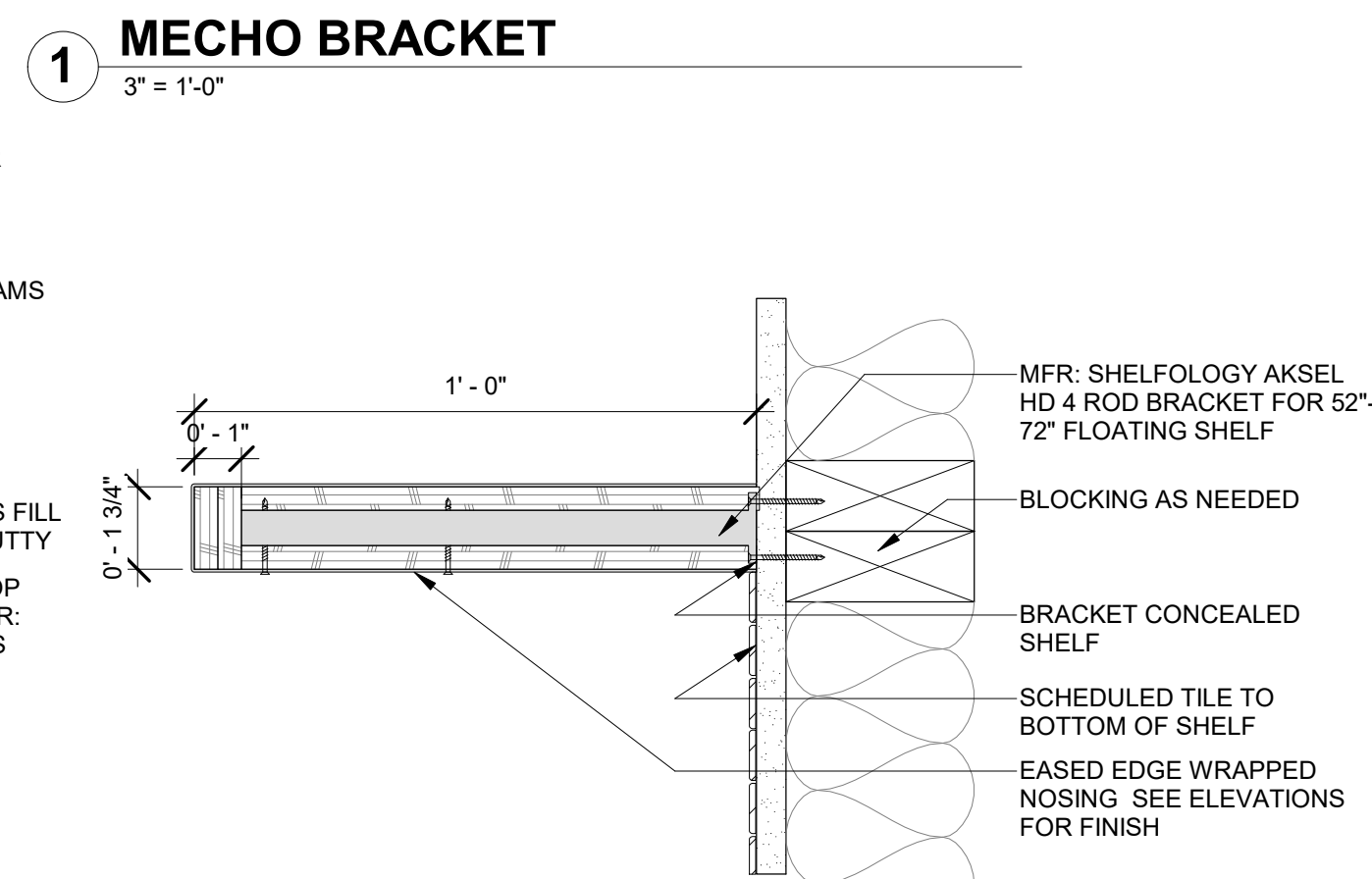
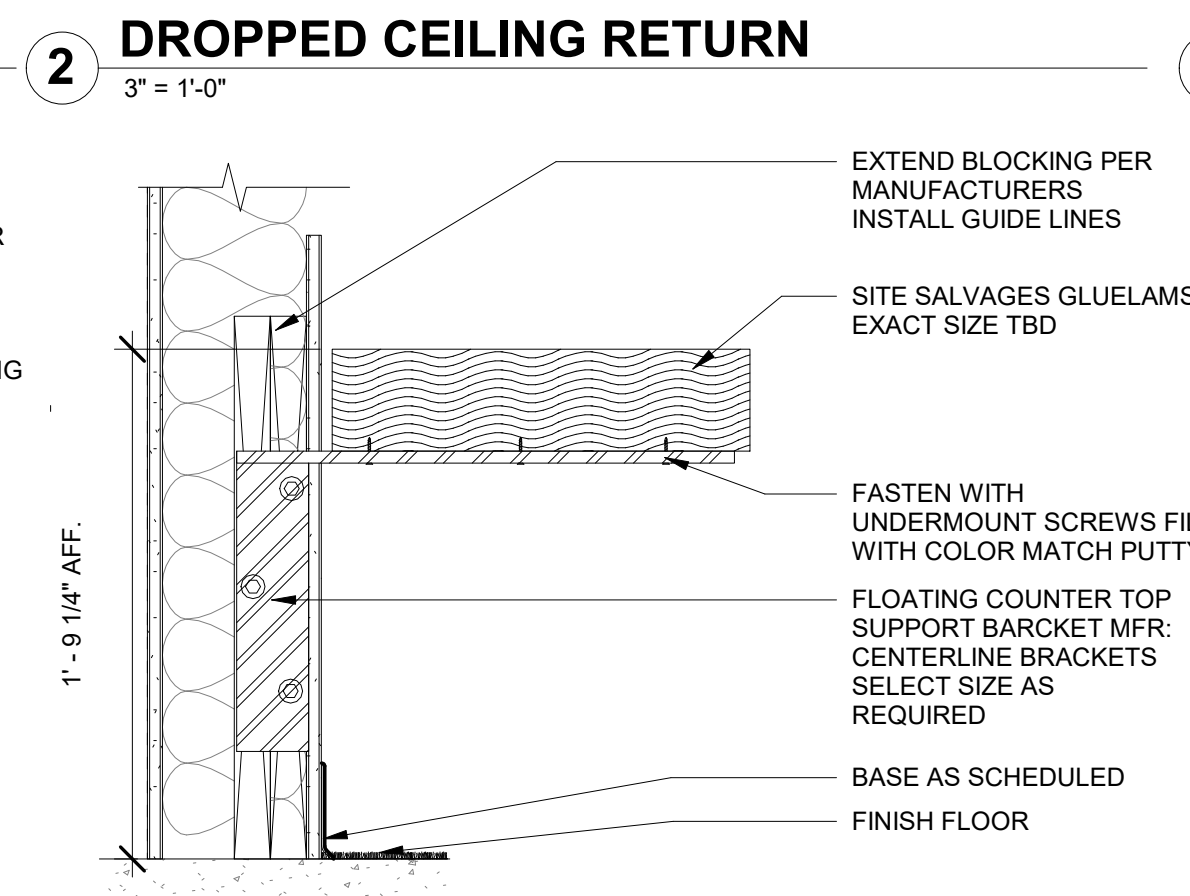
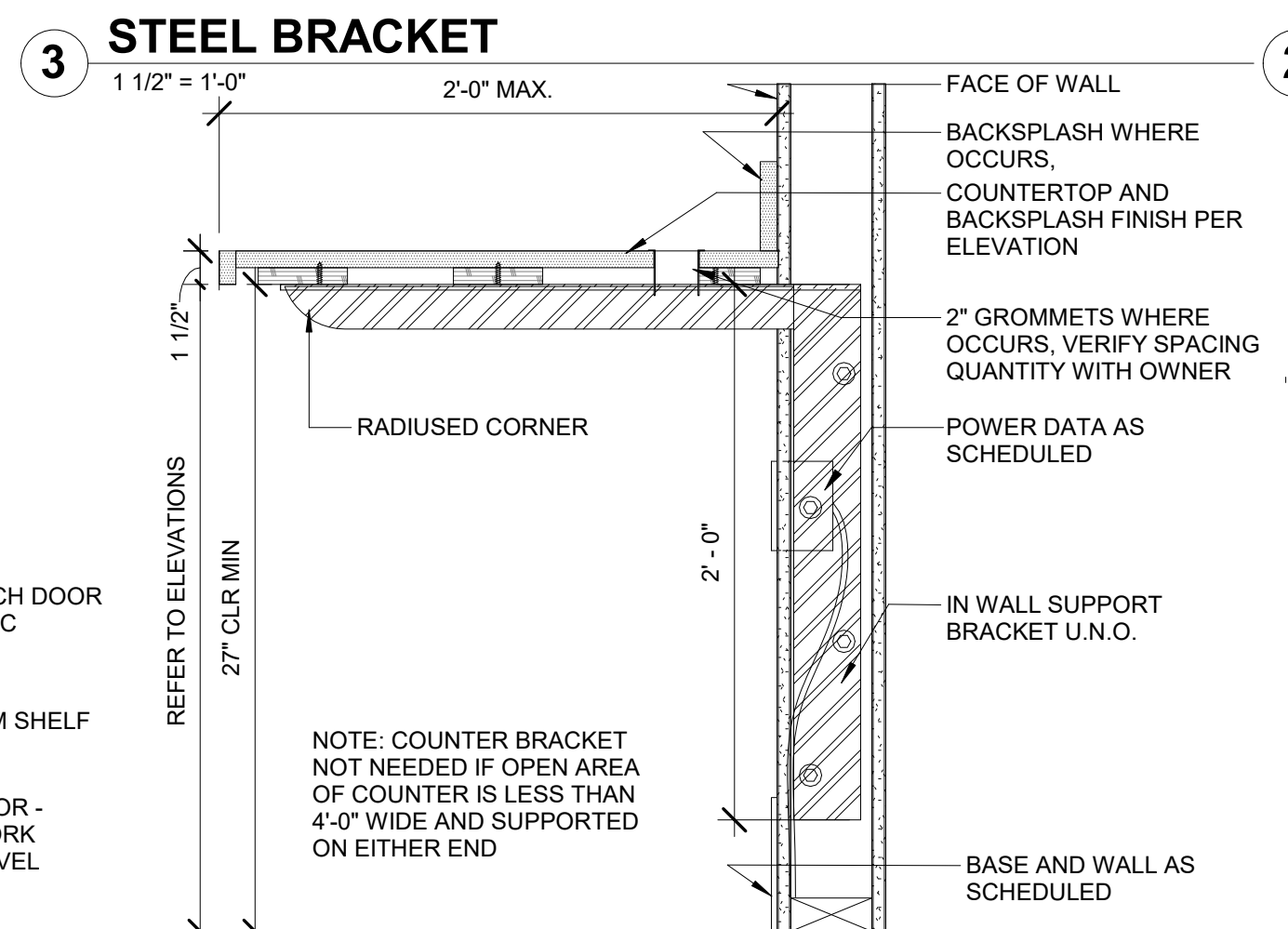
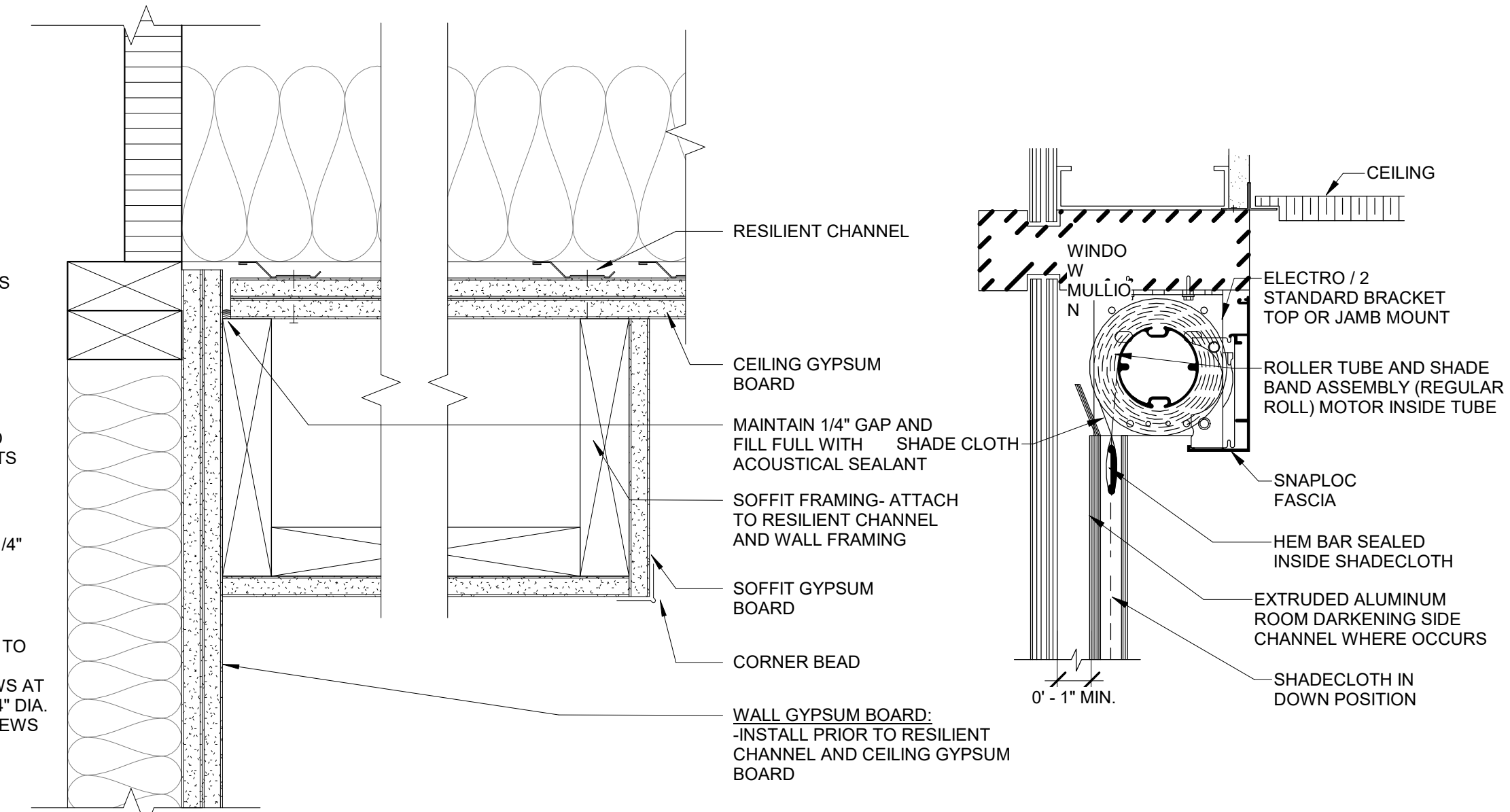
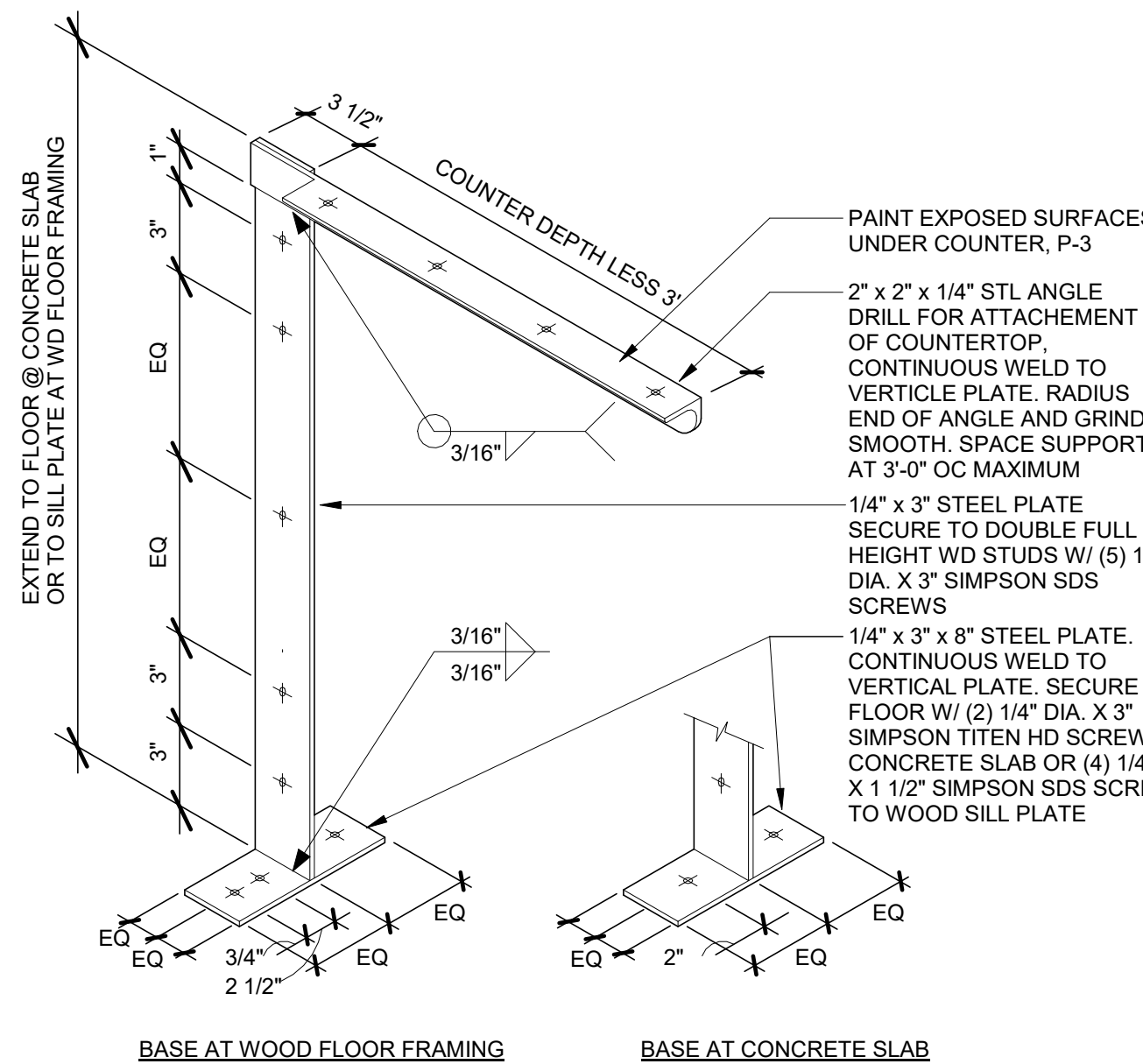
DATE _____

INTERIOR DETAILS

A9.11

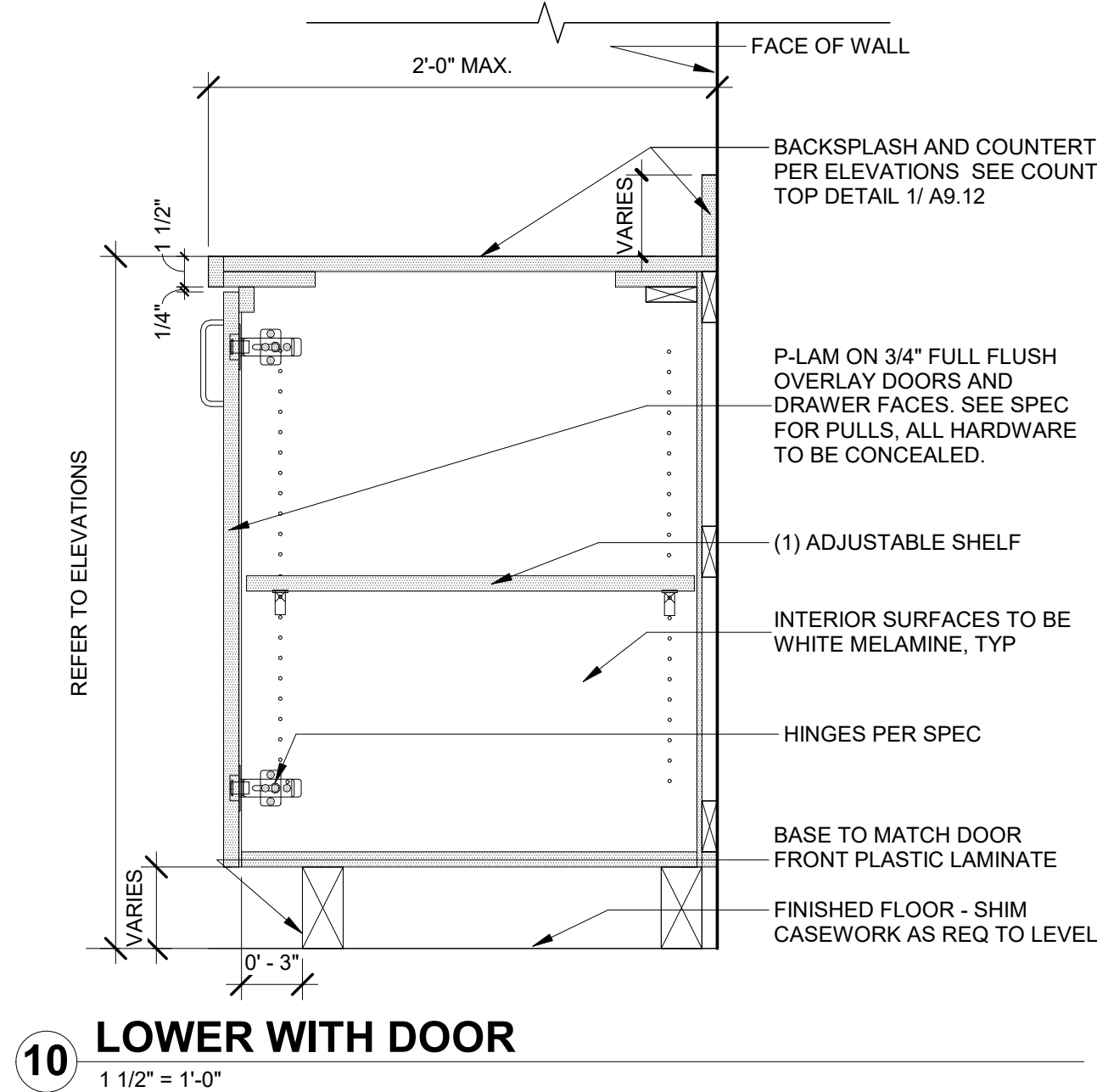
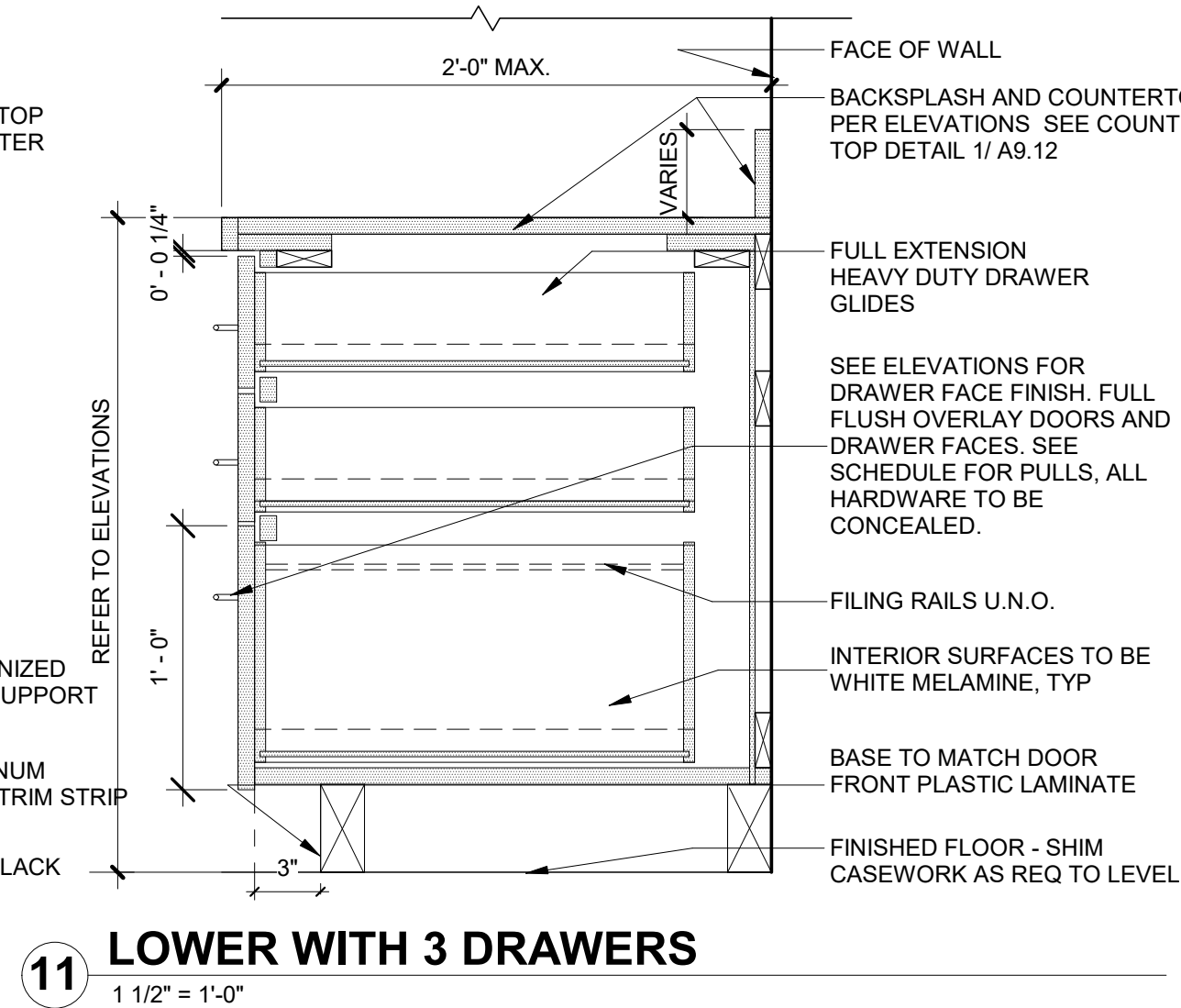
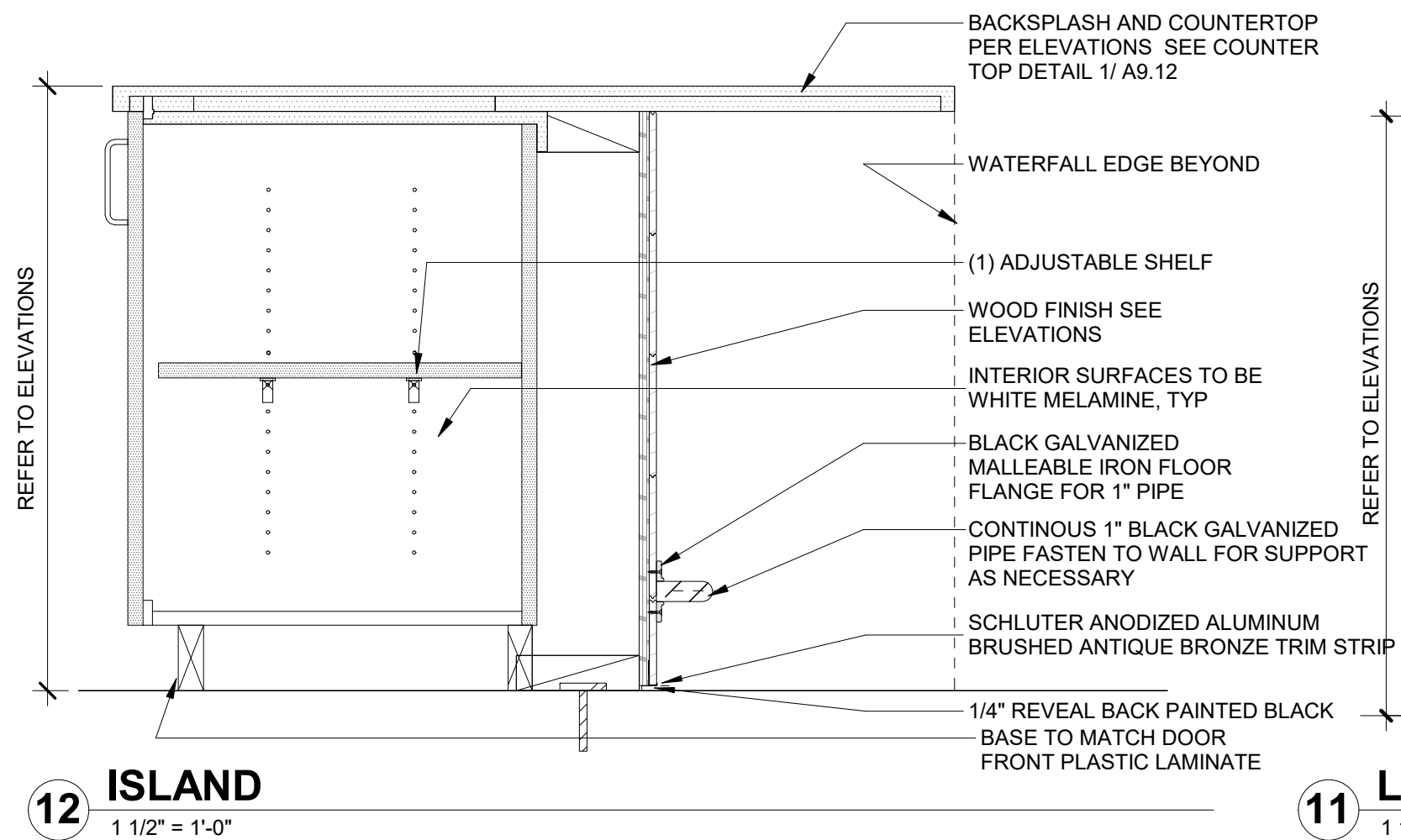
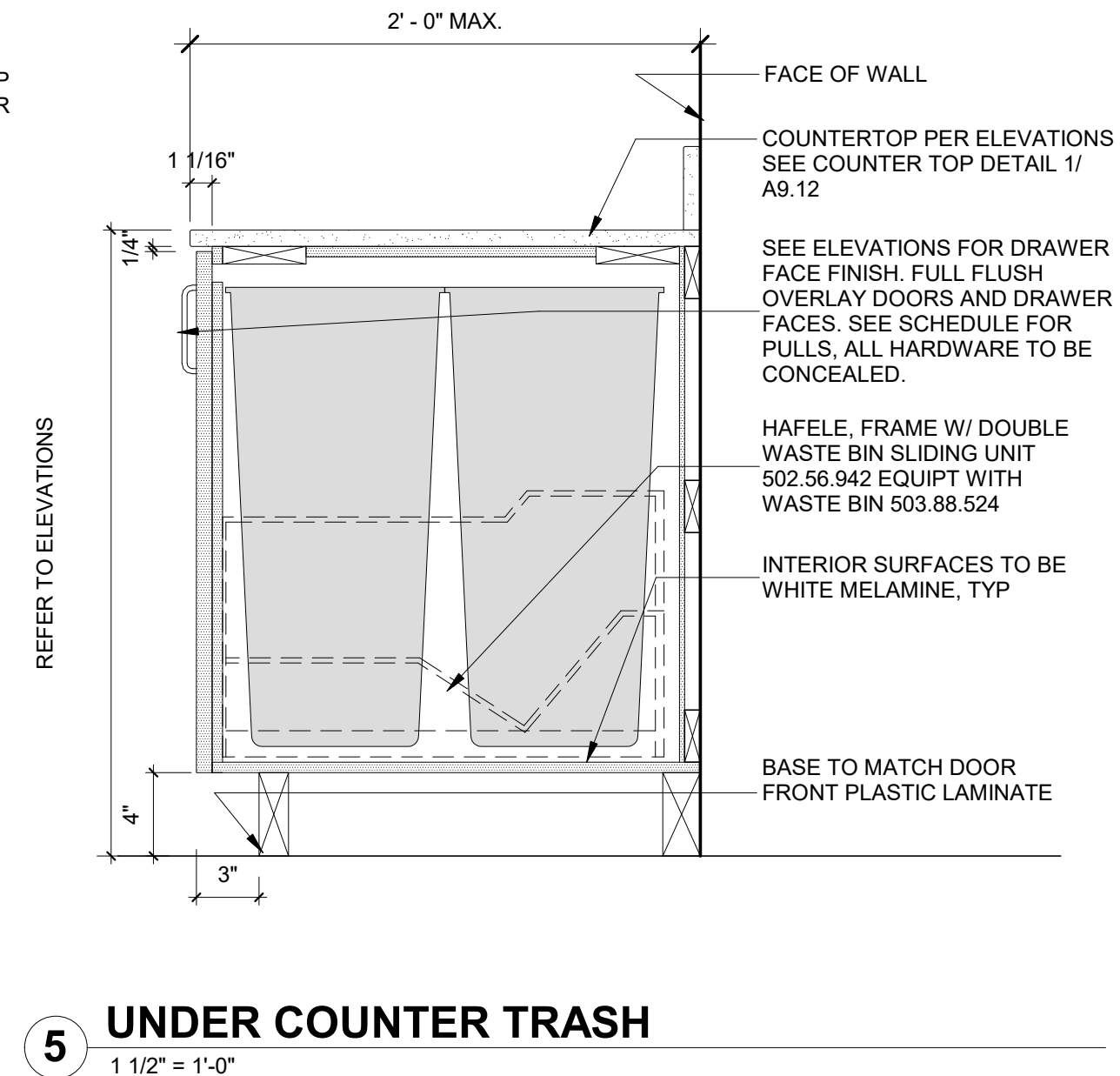
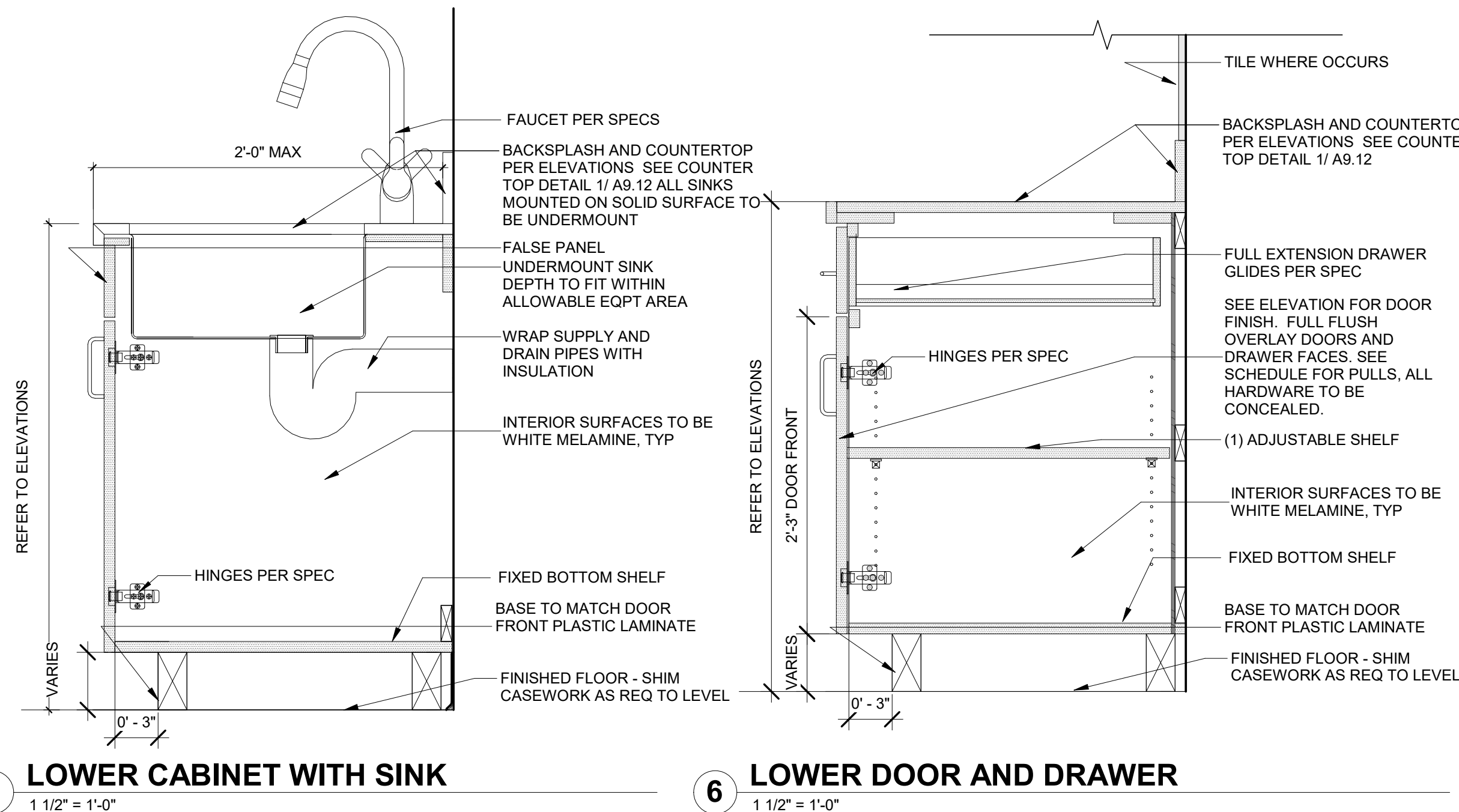
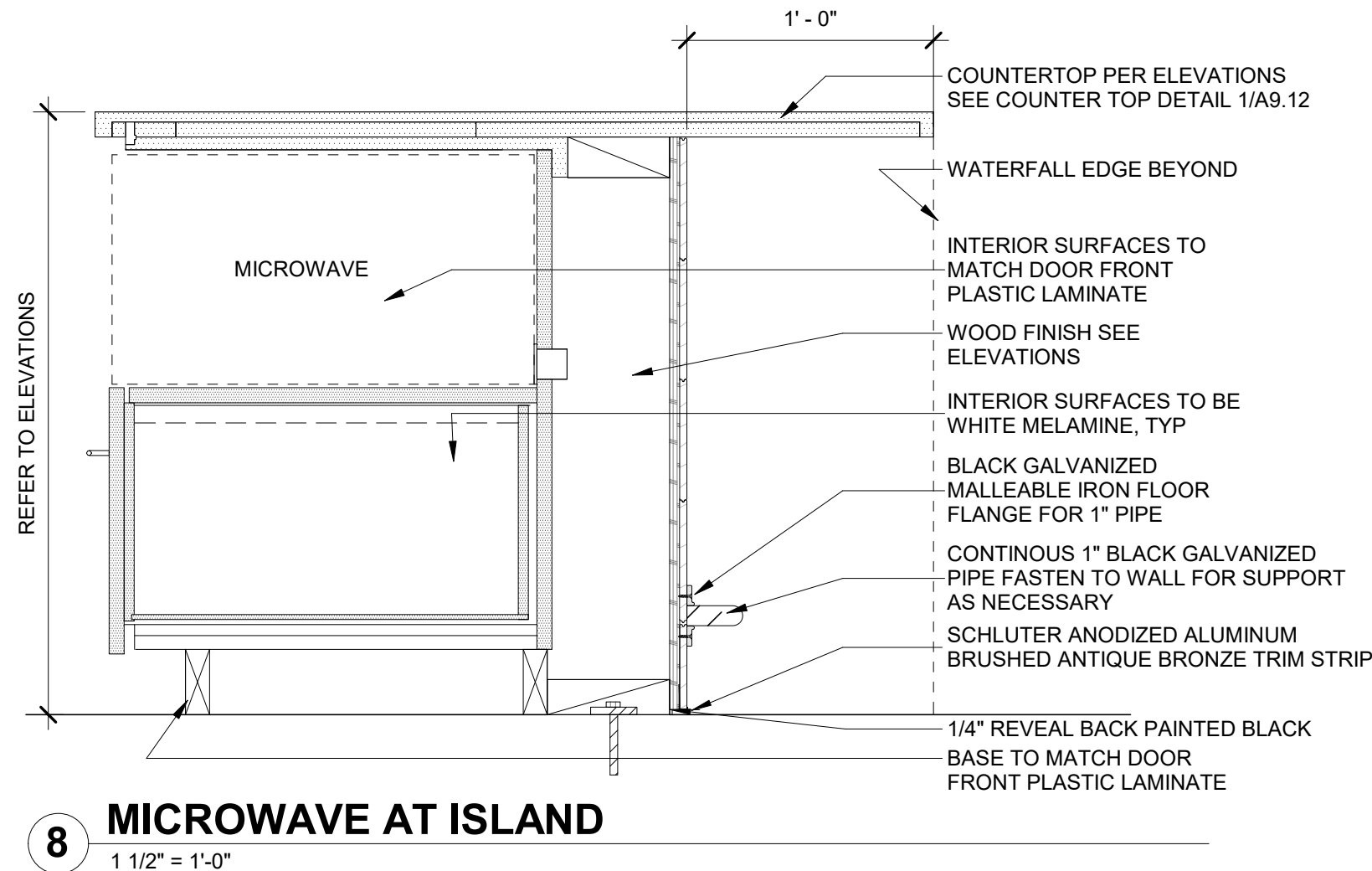
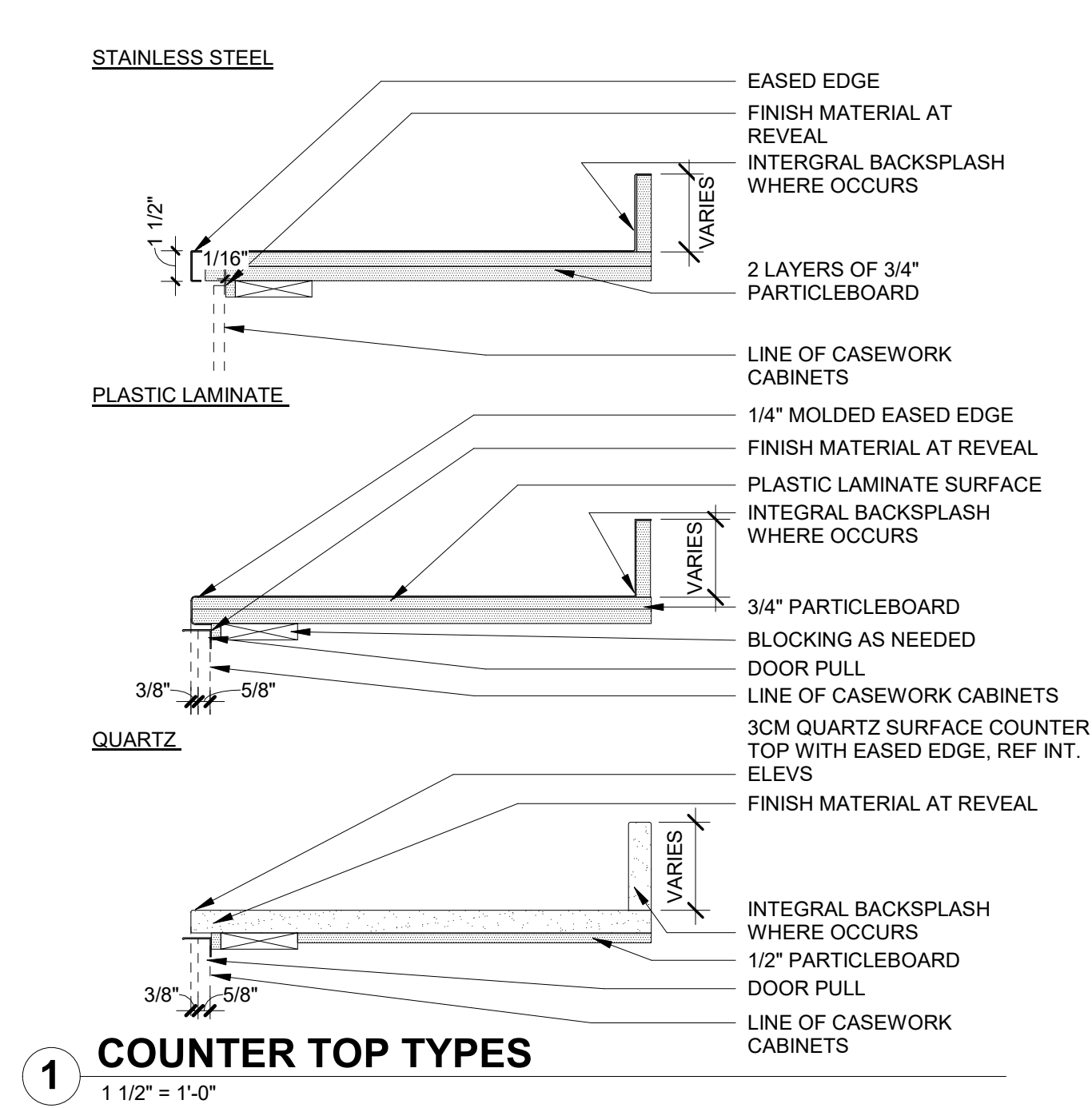
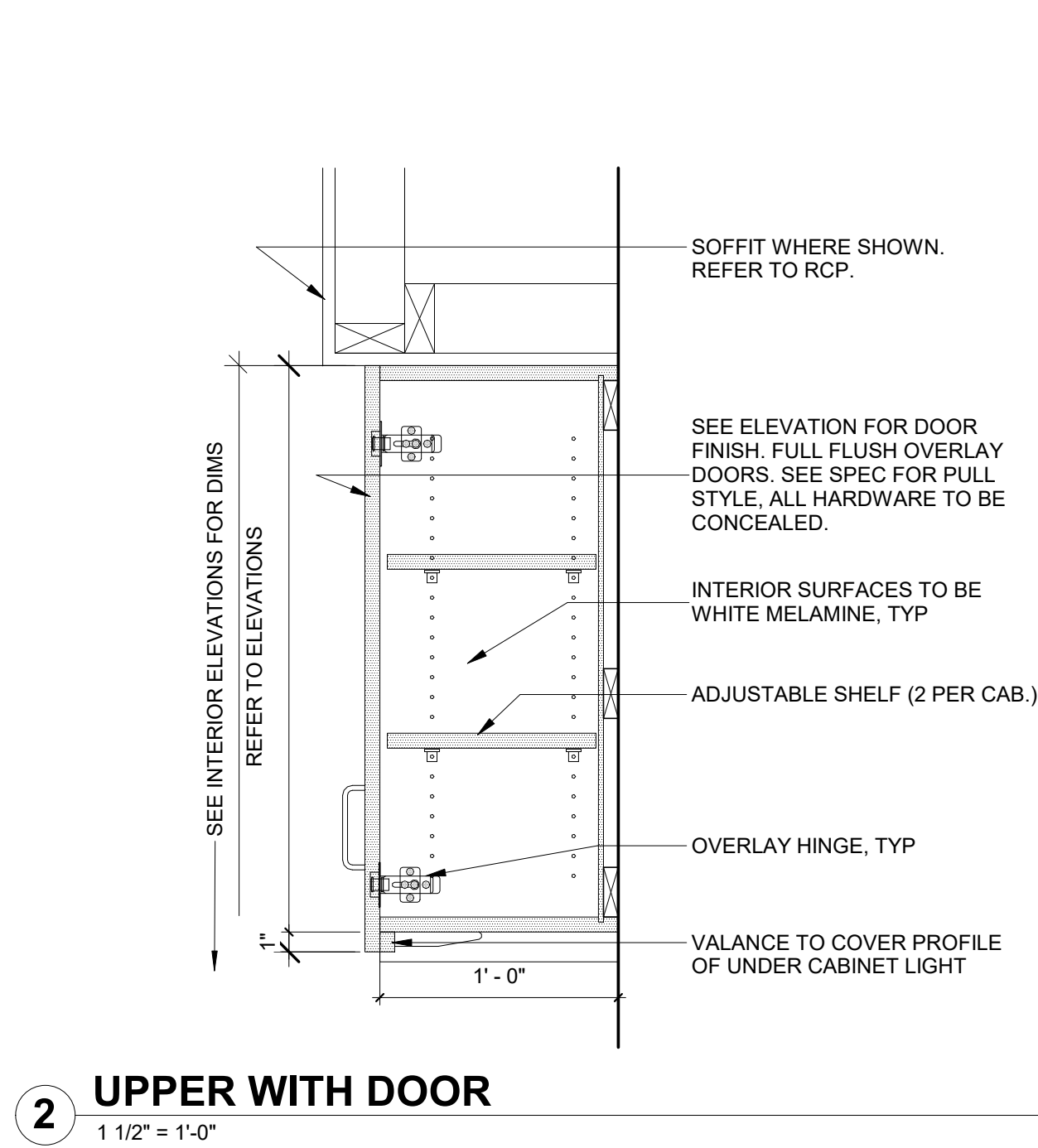
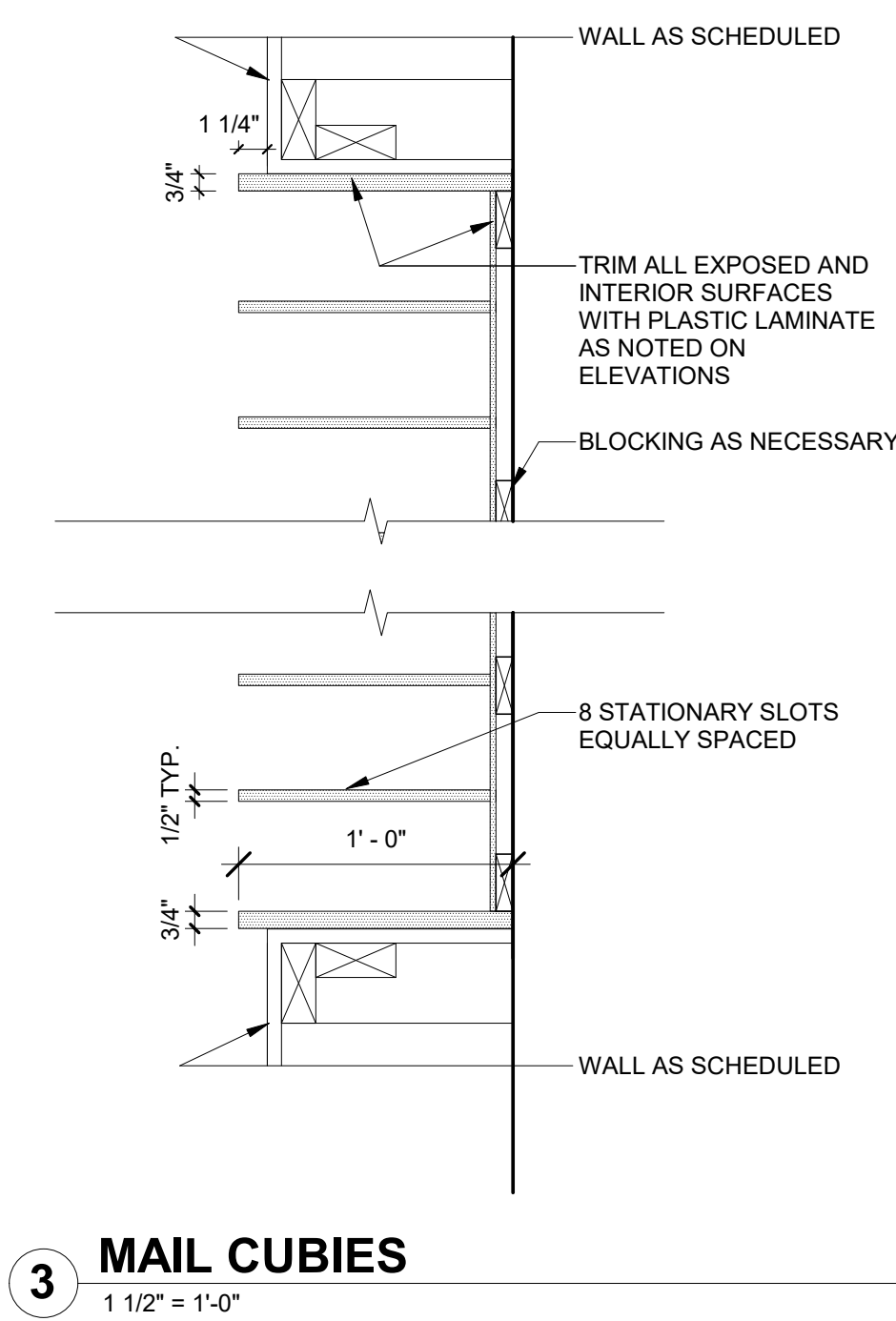
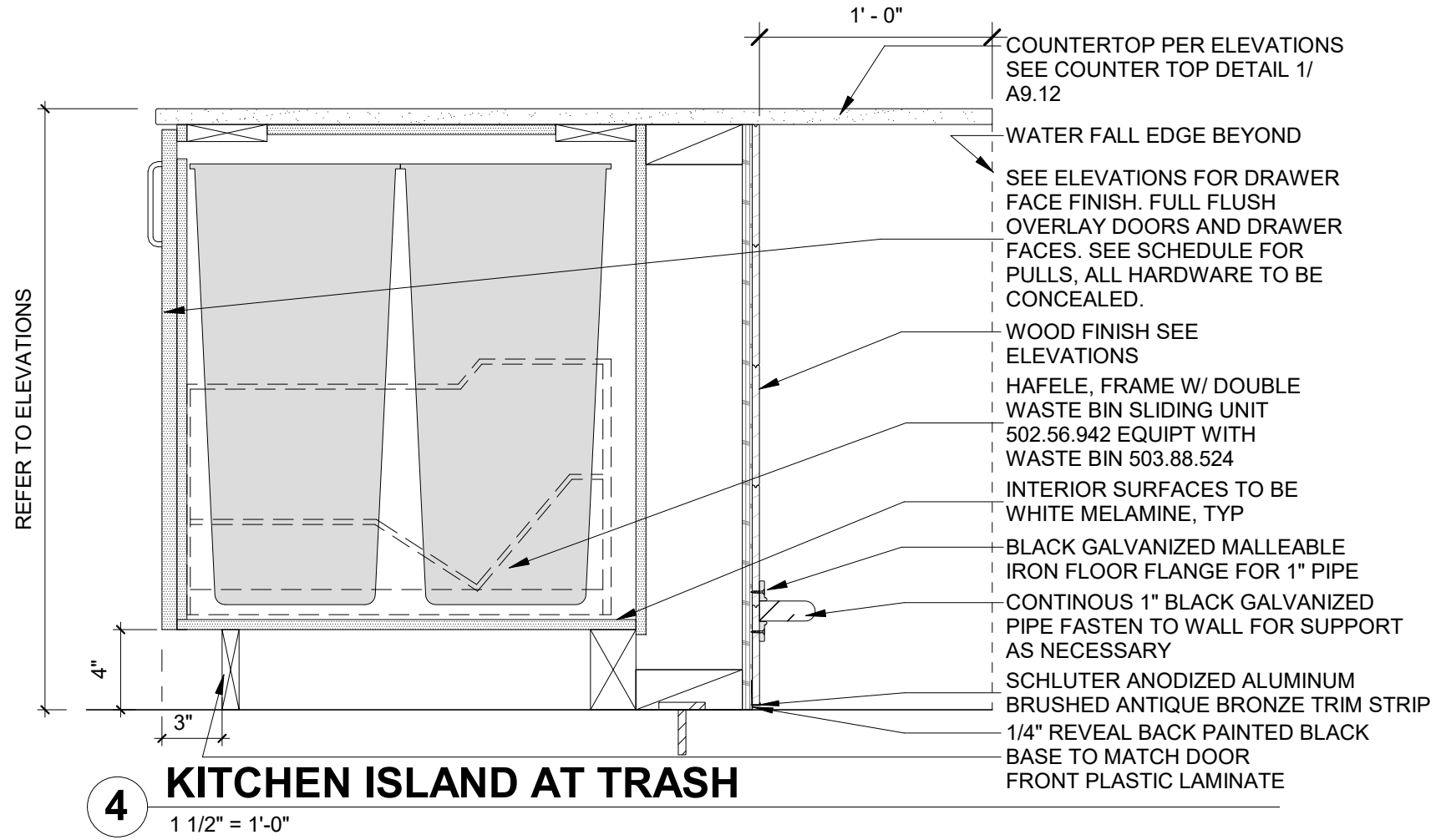
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Item 7b.

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OREGON CITY PUBLIC WORKS

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13895 FIR STREET
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Drawing:

INTERIOR DETAILS

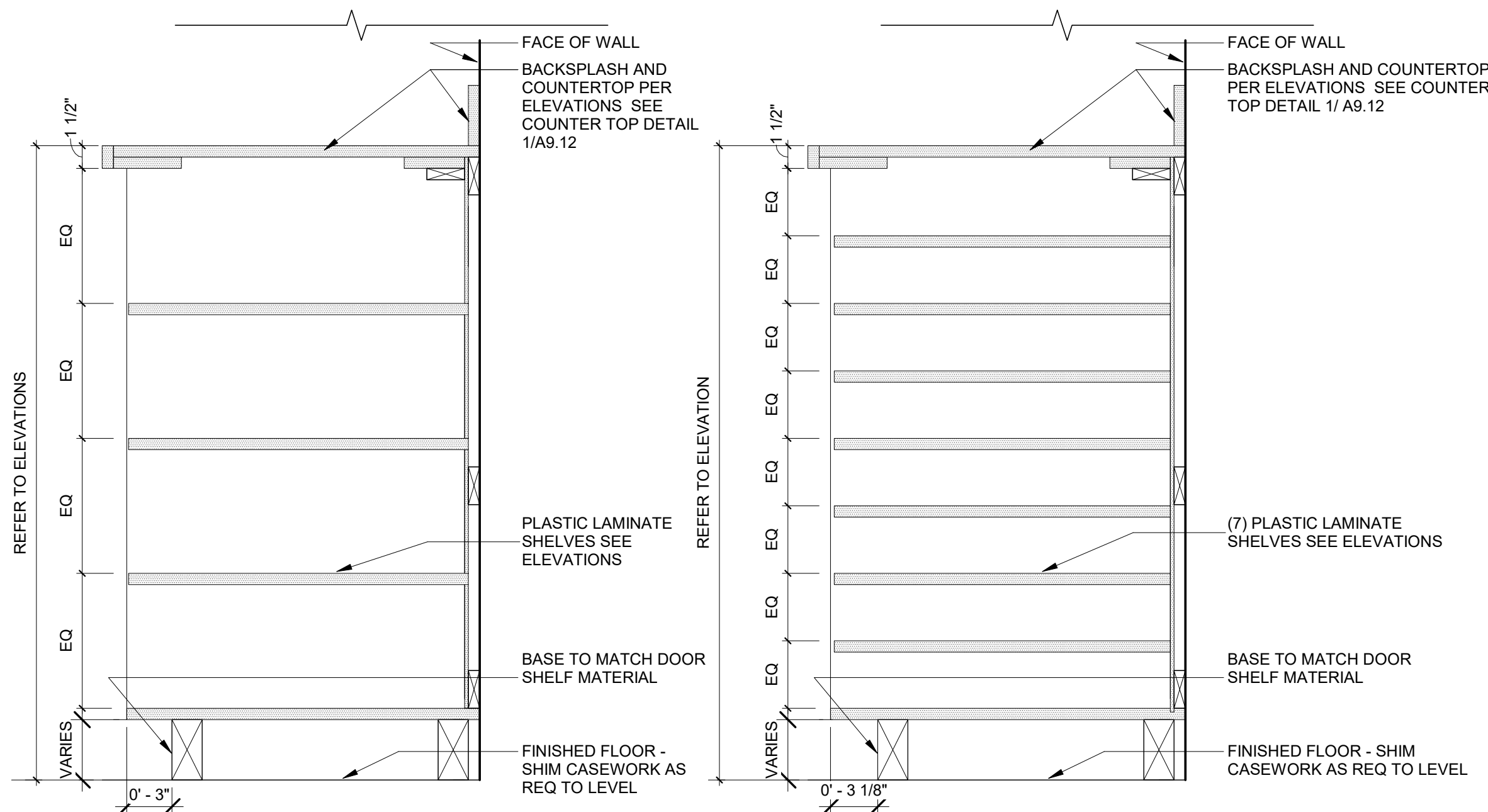
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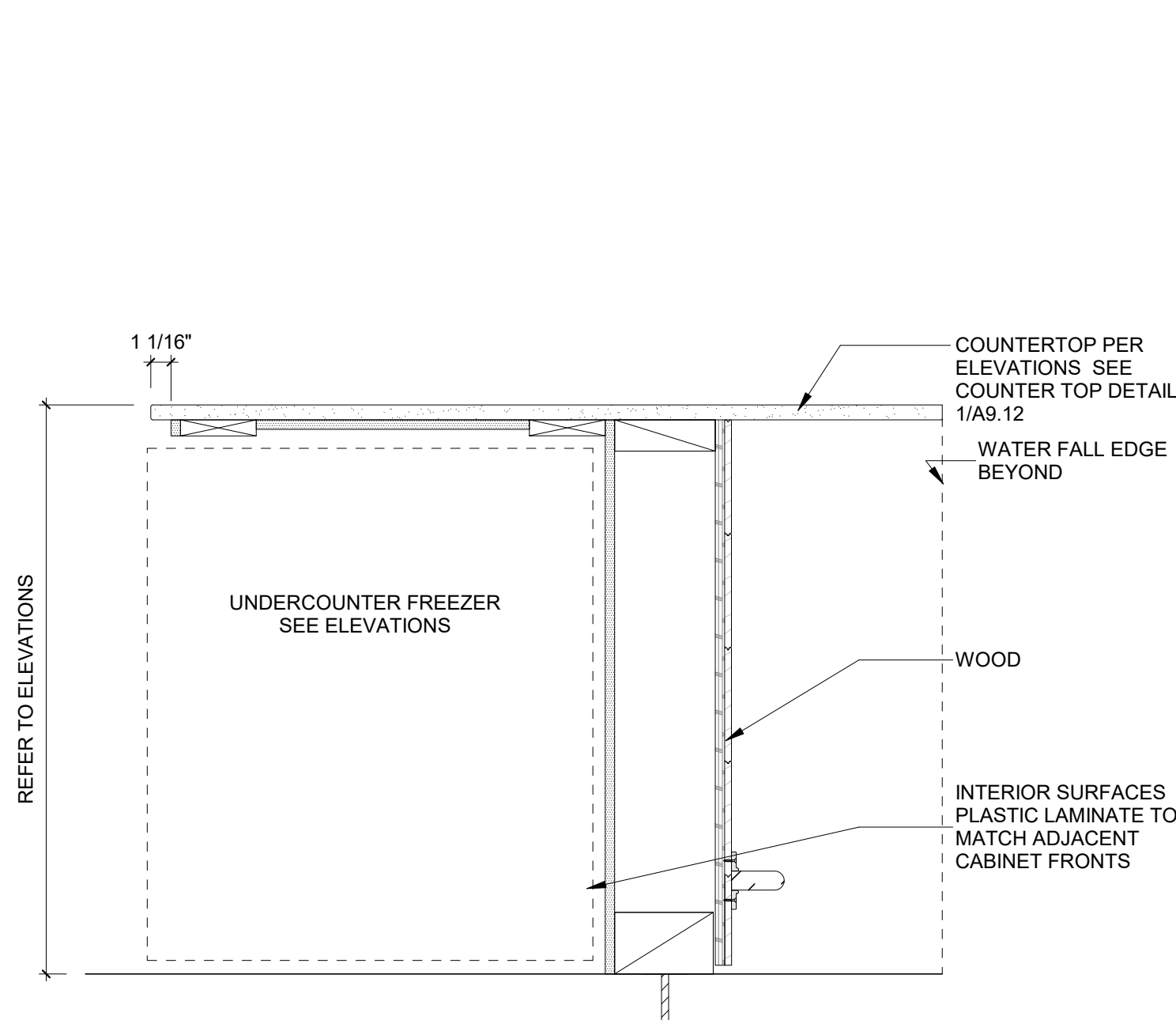
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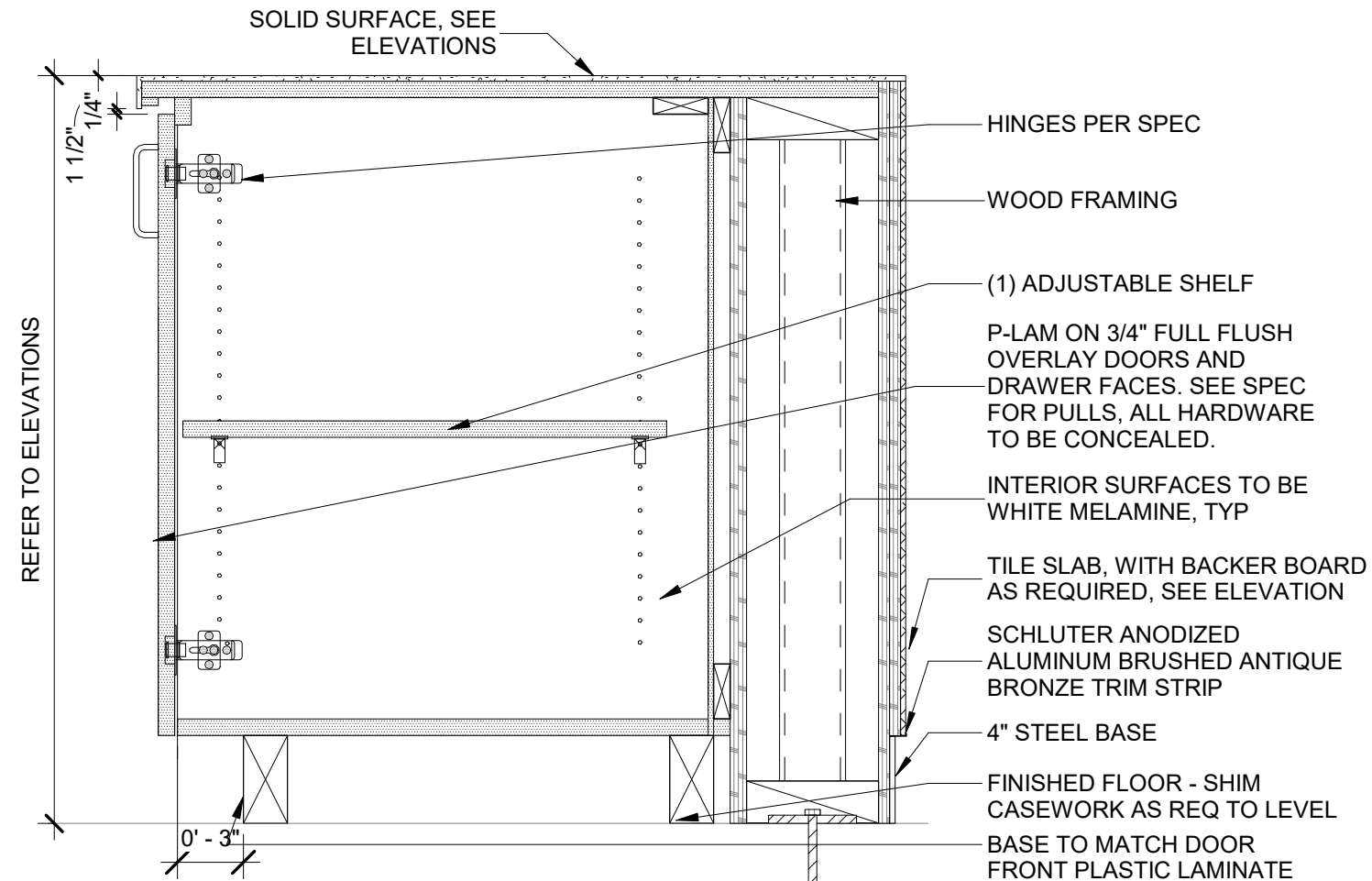


4 DRAWING STORAGE 2
1 1/2" = 1'-0"

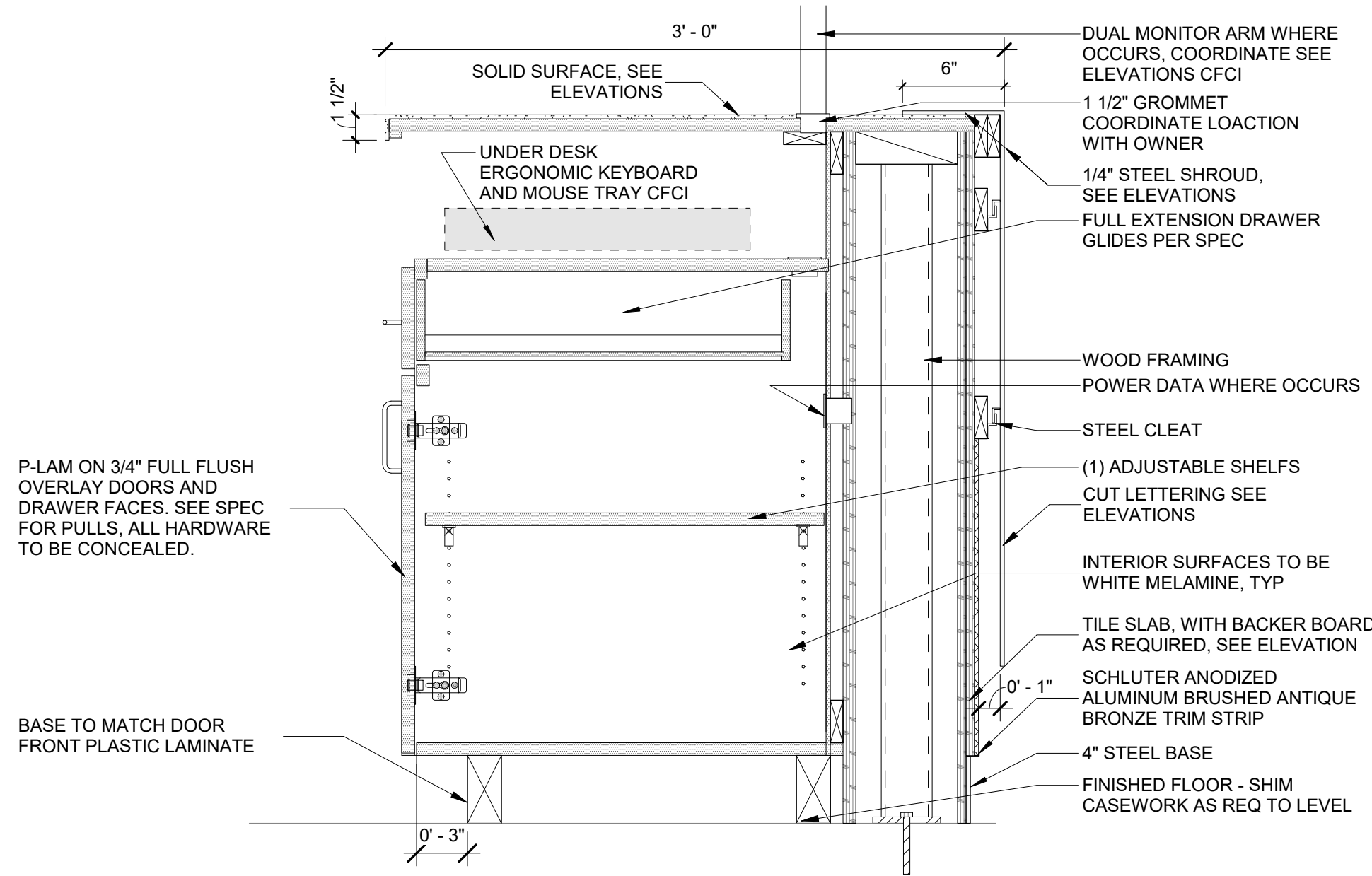
3 DRAWING STORAGE
1 1/2" = 1'-0"



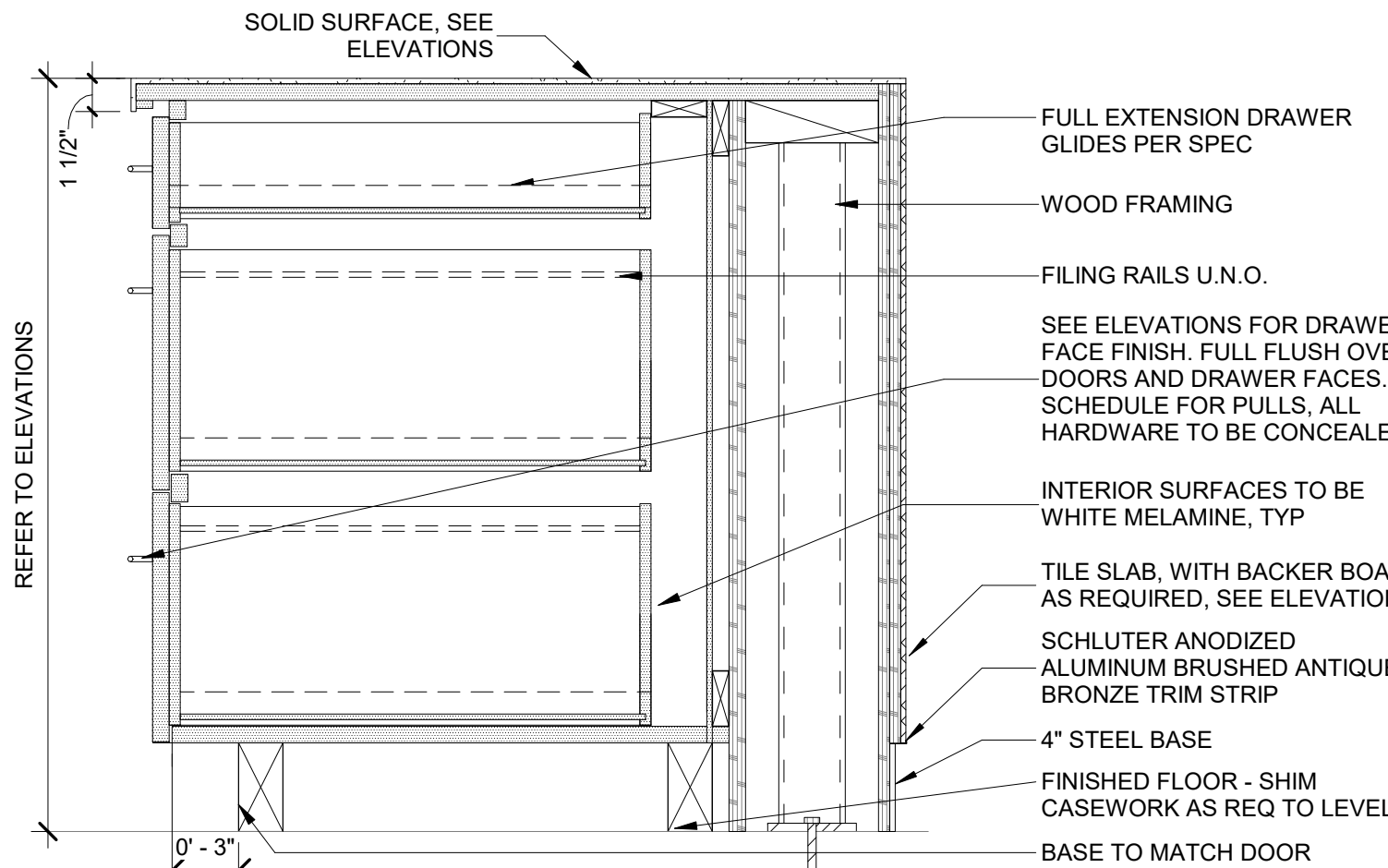
2 KITCHEN ISLAND AT FREEZER
1 1/2" = 1'-0"



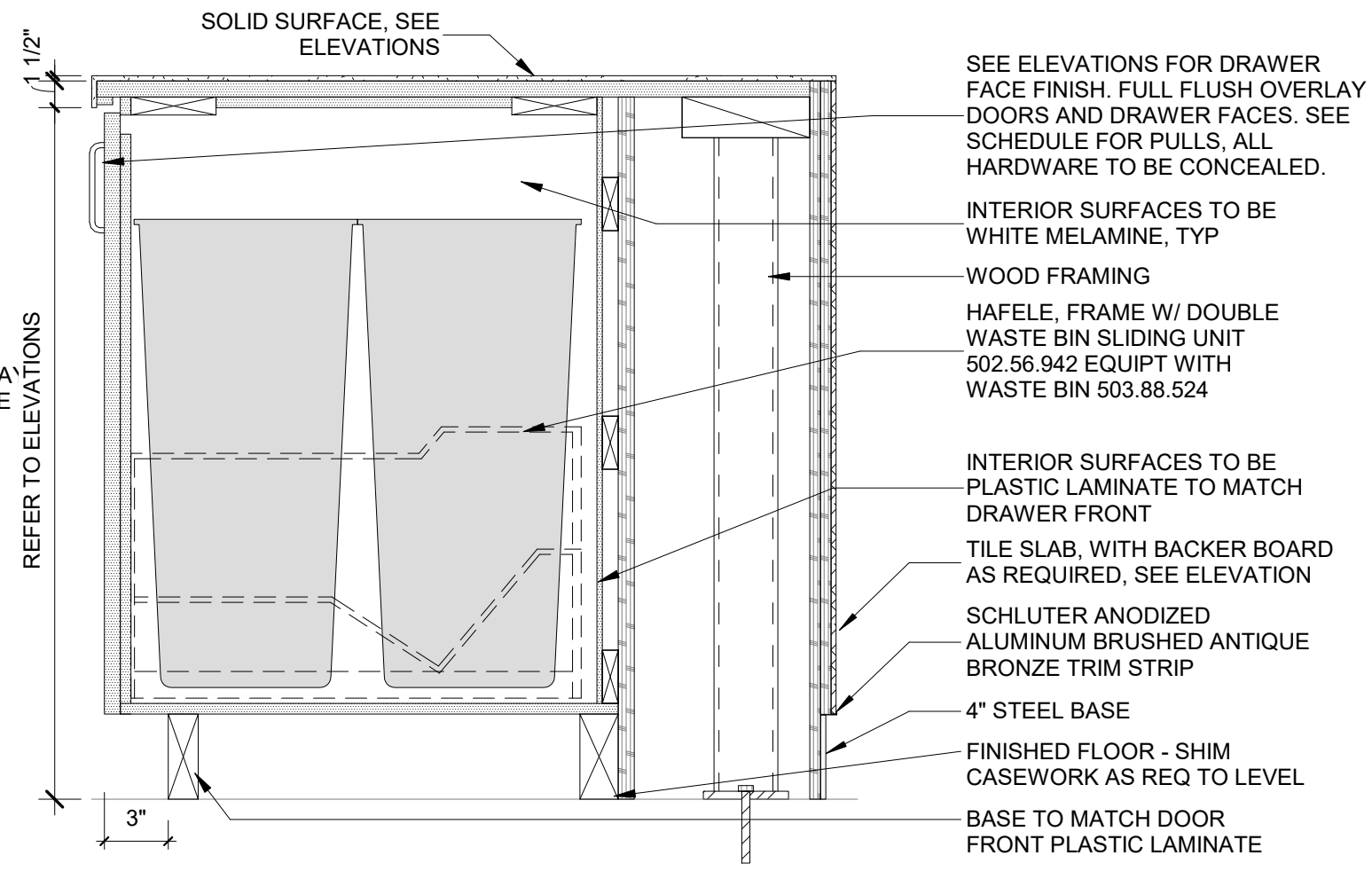
1 PUBLIC COUNTER FULL HEIGHT DOOR ADA
1 1/2" = 1'-0"



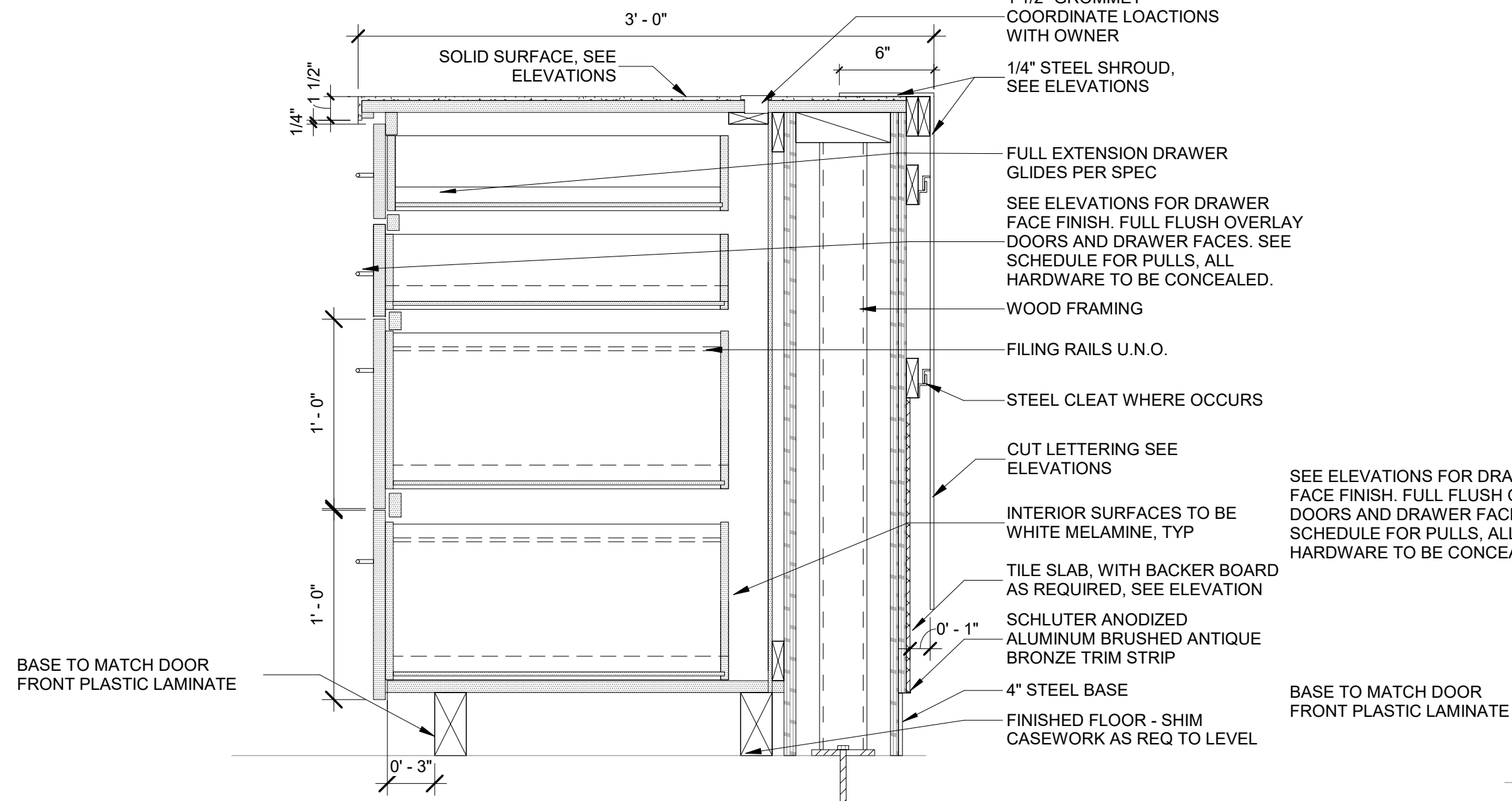
6 PUBLIC COUNTER WITH DOOR AND DRAWER
1 1/2" = 1'-0"



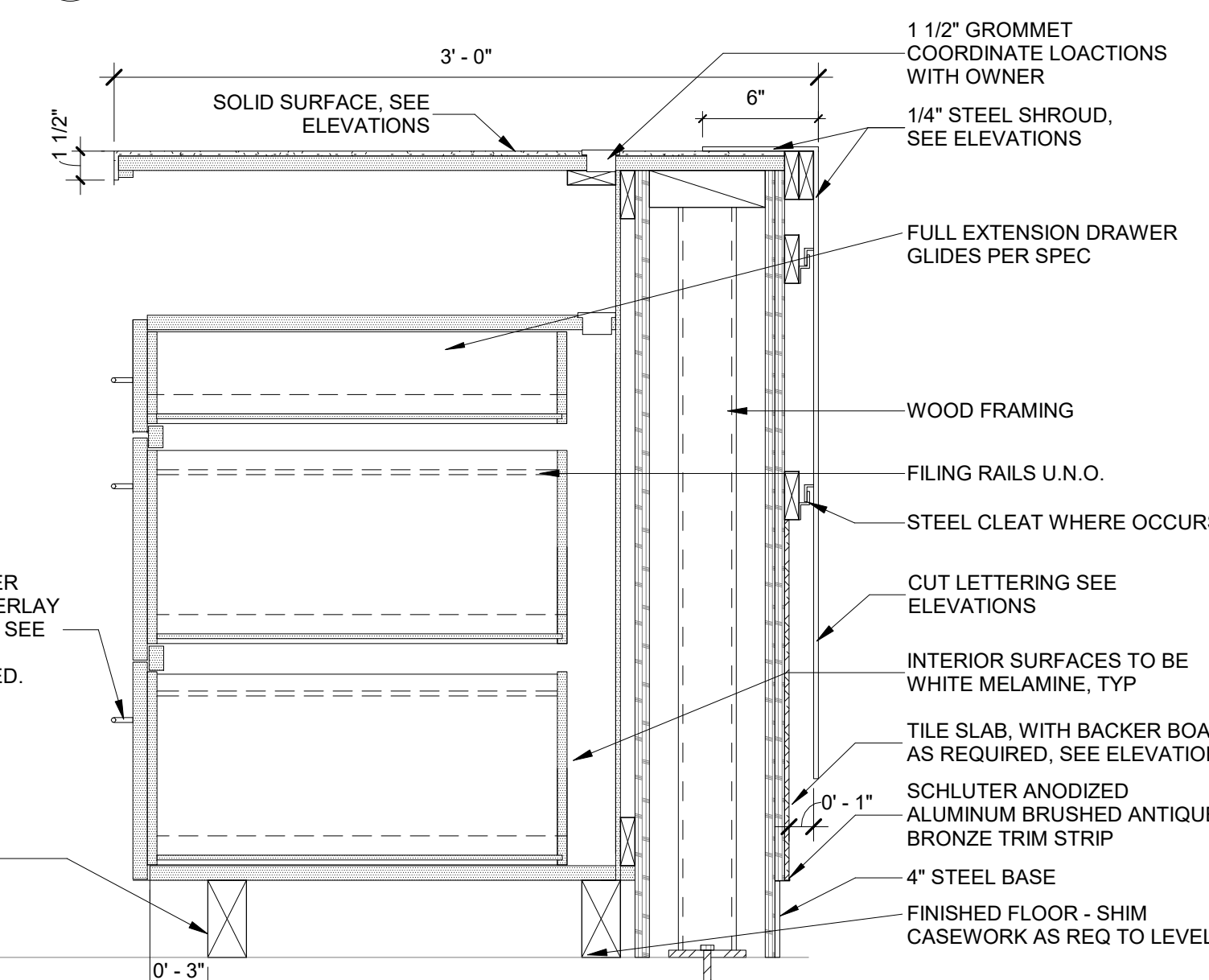
8 PUBLIC COUNTER 3 DRAWER ADA
1 1/2" = 1'-0"



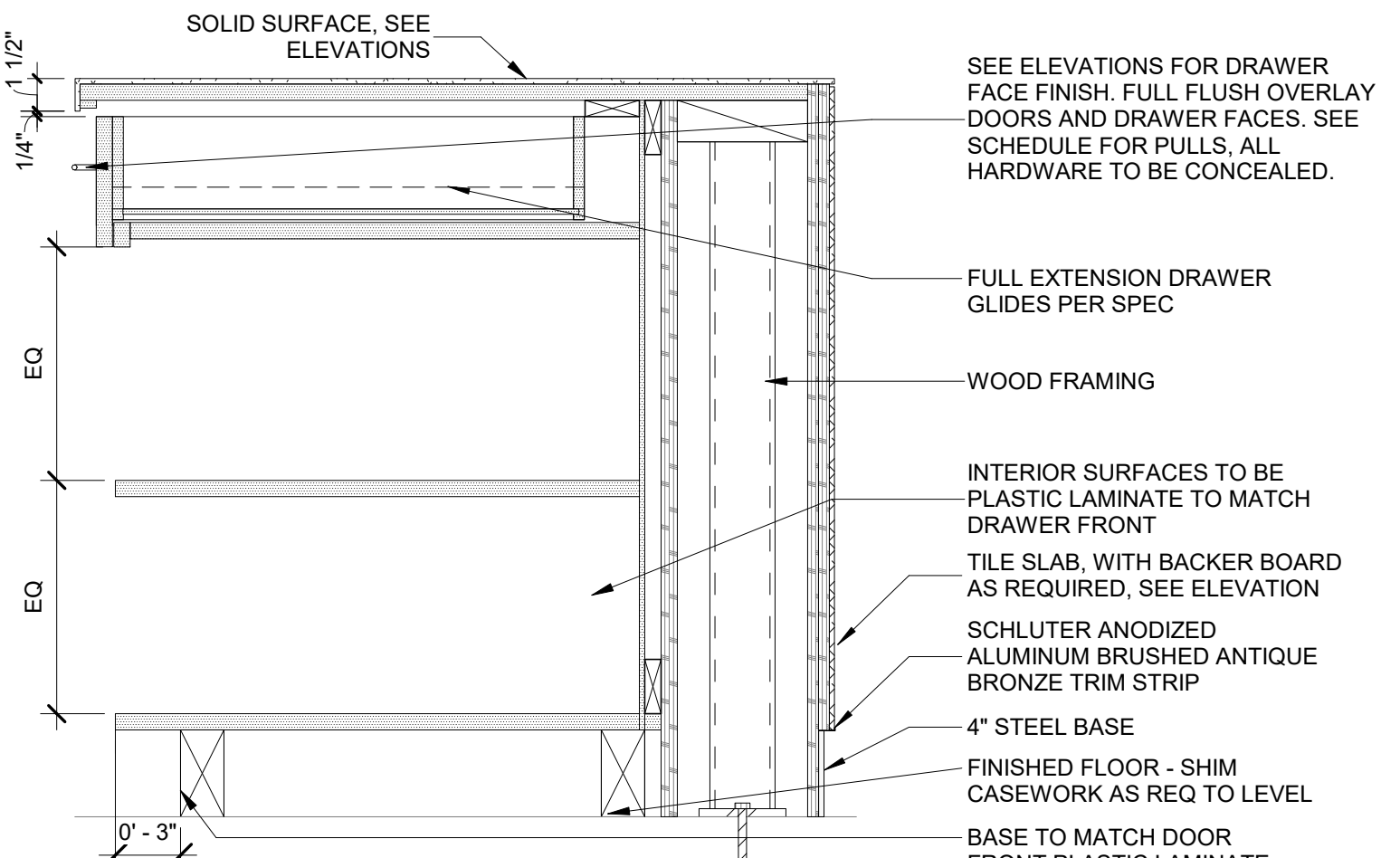
9 PUBLIC COUNTER TRASH ADA
1 1/2" = 1'-0"



7 PUBLIC COUNTER WITH 4 DRAWERS
1 1/2" = 1'-0"



5 PUBLIC COUNTER WITH 3 DRAWERS AND 1 OPEN
1 1/2" = 1'-0"



10 PUBLIC COUNTER DRAWER AND OPEN SHELF
1 1/2" = 1'-0"

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A9.14

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Job Number: 19112

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OREGON CITY, OR 97045

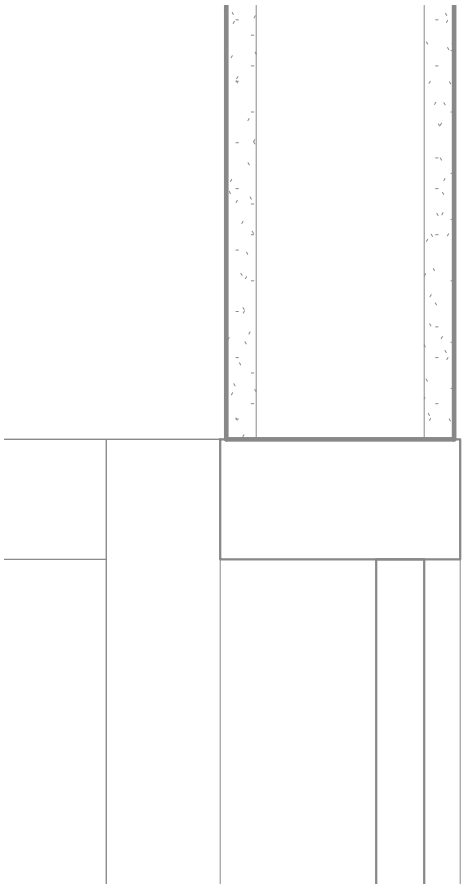
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Drawing:

INTERIOR DETAILS

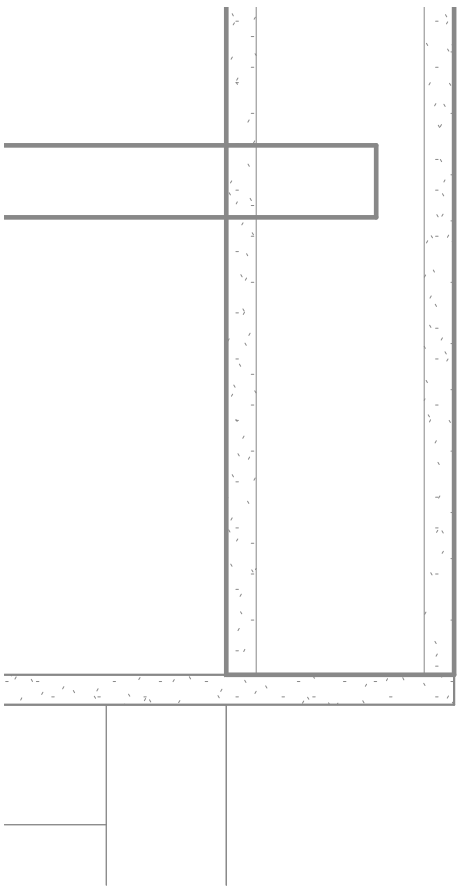
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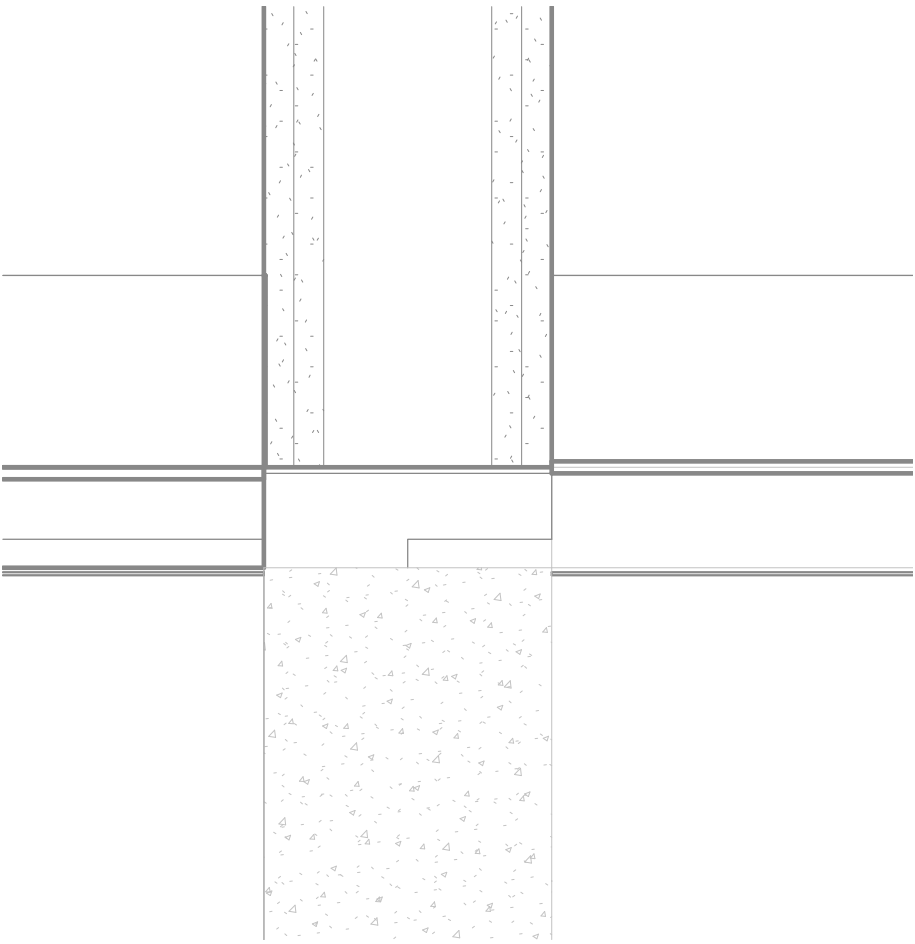
2 WD HEADER @ INTERIOR

3" = 1'-0"



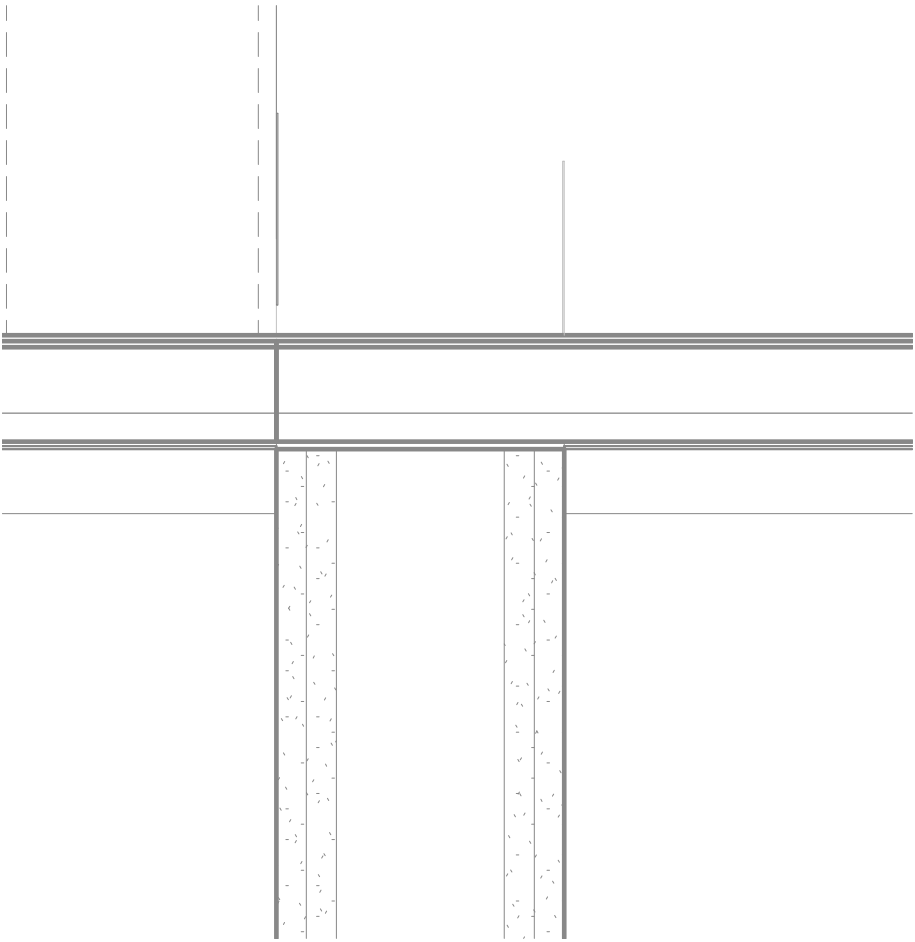
1 SOFFIT & DROP CEILING TRANSITION

3" = 1'-0"



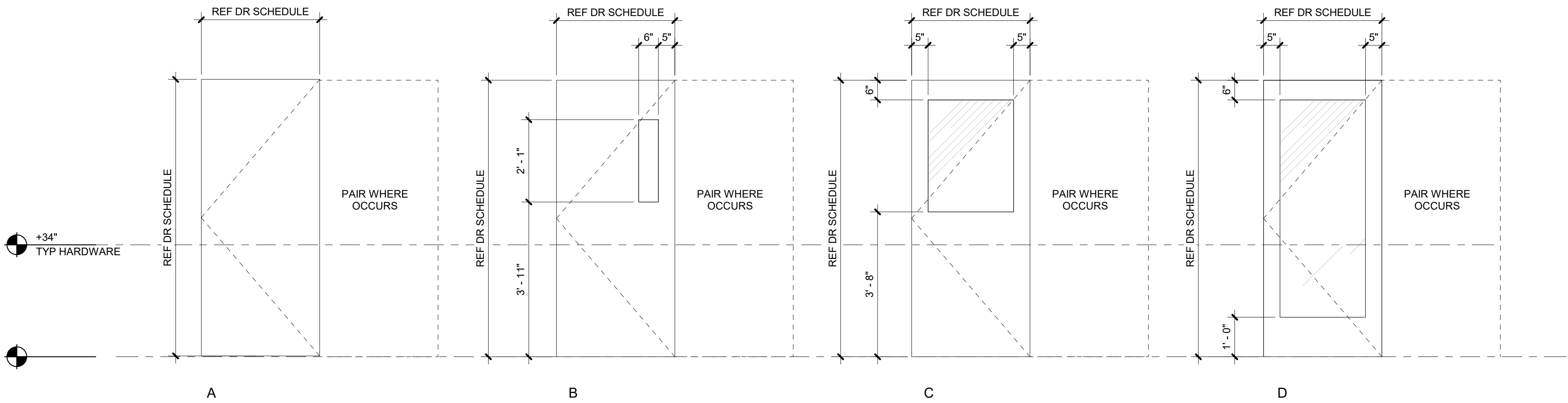
3 Detail 2

3" = 1'-0"

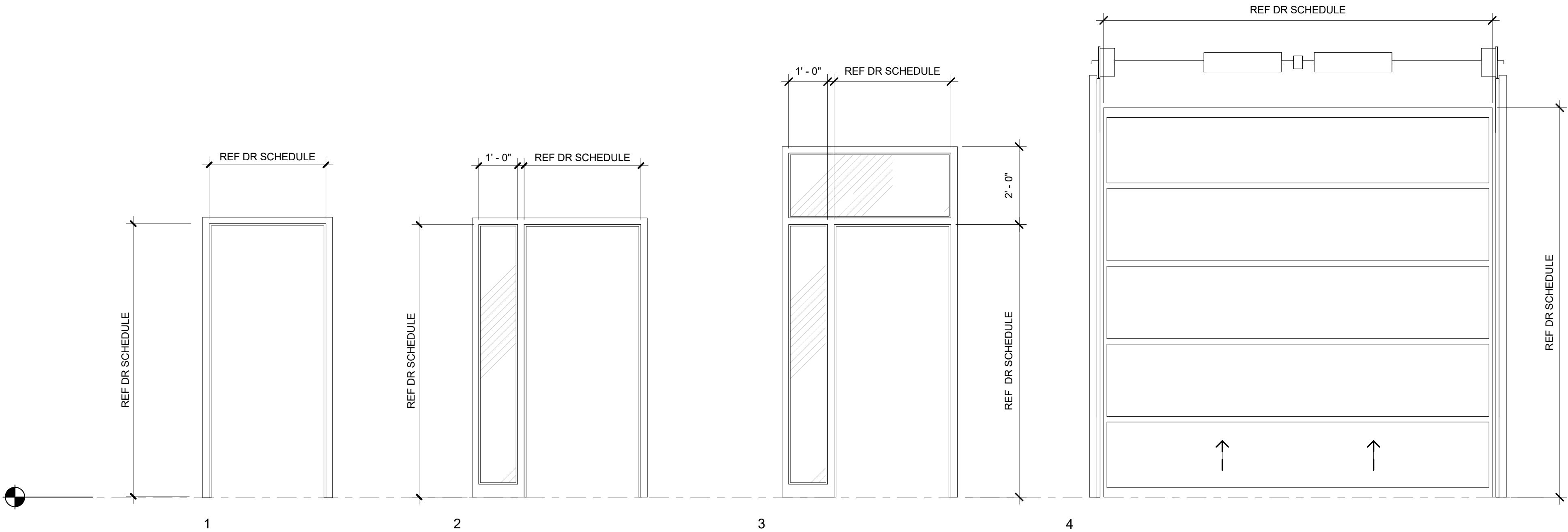


4 Detail 3

3" = 1'-0"



DOOR TYPES



FRAME TYPES

GENERAL DOOR SCHEDULE NOTES

- A. PROVIDE SAFETY GLAZING PER CODE.
- B. SWINGING DOOR DIMENSIONS ARE ACTUAL DOOR SIZE. CONTRACTOR TO COORDINATE FRAME AND ROUGH OPENING DIMENSIONS.
- C. SECTIONAL DOOR HEIGHT AND WIDTH ARE THE ROUGH OPENING SIZE. APPROPRIATE DOOR SIZE TO BE COORDINATED BY CONTRACTOR.
- D. SEE FRAME TYPES FOR TYPICAL DETAILS UNLESS NOTED OTHERWISE.

Item 7b.

S|E A

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DOOR TYPES AND
DOOR FRAMES

Sheet No:

A10.01

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DOOR SCHEDULE														
DOOR NUMBER	DOOR						FRAME			DETAILS		GLAZING	NOTES	
	TYPE	WIDTH	HEIGHT	FIRE RATING	MATERIAL	FINISH	TYPE	MATERIAL	FINISH	JAMB	HEAD			
FIRST FLOOR														
100A	F	6'-0"	8'-0"	N	CTG	GLZ	1	AL	PT					
100B	E	6'-0"	7'-0"	N	WD	PT	1	HM	PT					
102	A	2'-6"	7'-0"	N	WD	PT	1	HM	PT					
103	E	3'-0"	7'-0"	N	MTL	PT	2	HM	PT					
104	C	6'-0"	7'-0"	1HR	MTL	PT	1	HM	PT					
106	A	6'-0"	7'-0"	N	MTL	PT	1	HM	PT					
110	E	3'-0"	7'-0"	N	WD	PT	2	HM	PT					
111	E	3'-0"	7'-0"	N	WD	PT	2	HM	PT					
112	E	3'-0"	7'-0"	N	WD	PT	2	HM	PT					
113	E	3'-0"	7'-0"	N	WD	PT	2	HM	PT					
114	E	3'-0"	7'-0"	N	WD	PT	2	HM	PT					
115	E	3'-0"	7'-0"	N	WD	PT	2	HM	PT					
116	E	3'-0"	7'-0"	N	WD	PT	2	HM	PT					
117	E	3'-0"	7'-0"	N	WD	PT	2	HM	PT					
118	E	3'-0"	7'-0"	N	WD	PT	2	HM	PT					
119	E	3'-0"	7'-0"	N	WD	PT	2	HM	PT					
120	E	3'-0"	7'-0"	N	WD	PT	2	HM	PT					
121	E	3'-0"	7'-0"	N	WD	PT	2	HM	PT					
130	A	3'-0"	7'-0"	N	WD	PT	1	HM	PT				8" KICKPLATE	
134	A	3'-0"	7'-0"	N	WD	PT	1	HM	PT					
135	B	3'-0"	7'-0"	N	MTL	PT	1	HM	PT			FG		
136A	E	3'-0"	7'-0"	N	MTL	PT	2	HM	PT					
136B	E	3'-0"	7'-0"	N	MTL	PT	2	HM	PT					
140	A	3'-0"	7'-0"	N	WD	PT	1	HM	PT				8" KICKPLATE	
141C	G	9'-0"	9'-0"	N	AL	PT	4						INSULATED OVERHEAD DOOR	
141E	C	3'-0"	7'-0"	1HR	MTL	PT	1	HM	PT					
143	C	3'-0"	7'-0"	N	WD	PT	1	HM	PT					
144A	E	6'-0"	7'-0"	N	WD	PT	1	HM	PT					
144B	E	3'-0"	7'-0"	N	MTL	PT	3	HM	PT					
144D	E	3'-0"	7'-0"	N	MTL	PT	3	HM	PT					
144F	E	6'-0"	7'-0"	N	WD	PT	1	HM	PT					
145	A	2'-6"	7'-0"	N	MTL	PT	1	HM	PT				HALF HEIGHT SS KICK-PLATE ON PUSH SIDE	
151	A	3'-0"	7'-0"	N	MTL	PT	1	HM	PT					
153A	E	3'-0"	7'-0"	1HR	WD	PT	1	HM	PT					
153B	E	3'-0"	7'-0"	1HR	MTL	PT	1	HM	PT					
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158	E	3'-0"	7'-0"	N	WD	PT	2	HM	PT					
160A	E	6'-0"	7'-0"	N	WD	PT	1	HM	PT					
160B	E	3'-0"	7'-0"	N	WD	PT	2	HM	PT					
170	A	3'-0"	7'-0"	1HR	MTL	PT	1	HM	PT					
171	C	3'-0"	7'-0"	1HR	MTL	PT	1	HM	PT				ENSURE 1/2 RELITE;EXISTING DOOR; PREP FOR NEW HARDWARE	
172	A	6'-0"	7'-0"	N	MTL	PT	1	HM	PT					
216	X	6'-6"	0'-0"											
300A	C	3'-0"	7'-0"	N	MTL	PT	1	HM	PT					
300B	G	16'-0"	14'-0"	N	AL	PT	4							
300D	G	16'-0"	14'-0"	N	AL	PT	4							
300E	G	16'-0"	14'-0"	N	AL	PT	4							
300F	A	3'-0"	7'-0"	N	MTL	PT	1	HM	PT					
300G	G	16'-0"	14'-0"	N	AL	PT	4							
300H	B	3'-0"	7'-0"	N	MTL	PT	1	HM	PT			FG		
300I	B	3'-0"	7'-0"	N	MTL	PT	1	HM	PT			FG		
300J	B	3'-0"	7'-0"	N	MTL	PT	1	HM	PT			FG		
301A	A	3'-0"	7'-0"	N	MTL	PT	1	HM	PT				EXISTING MAN DOOR	
301B	G	16'-0"	14'-0"	N	AL	PT	4						EXISTING OVERHEAD DOOR	
301C	G	16'-0"	14'-0"	N	AL	PT	4						EXISTING OVERHEAD DOOR	
301D	A	3'-0"	7'-0"	N	MTL	PT	1	HM	PT				EXISTING MAN DOOR	
301E	G	16'-0"	14'-0"	N	AL	PT	4							
310A	G	16'-0"	14'-0"	N	AL	PT	4						INSULATED OVERHEAD DOOR	
310B	A	3'-0"	7'-0"	N	MTL	PT	1	HM	PT					
310C	G	16'-0"	14'-0"	N	AL	PT	4						INSULATED OVERHEAD DOOR	
310D	G	16'-0"	14'-0"	N	AL	PT	4						INSULATED OVERHEAD DOOR	
310E	G	16'-0"	14'-0"	N	AL	PT	4						INSULATED OVERHEAD DOOR	
311	E	3'-0"	7'-0"	N	MTL	PT	2	HM	PT					
312	E	3'-0"	7'-0"	N	MTL	PT	2	HM	PT					
313	A	3'-0"	7'-0"	N	MTL	PT	1	HM	PT					
314	A	3'-0"	7'-0"	N	MTL	PT	1	HM	PT					
315	G	16'-0"	14'-0"	N	AL	PT	4							
320A	E	3'-0"	7'-0"	N	MTL	PT	3	HM	PT					
320B	G	8'-0"	10'-0"	N	AL	PT	4						EXISTING OVERHEAD DOOR	
320C	G	8'-0"	10'-0"	N	AL	PT	4						EXISTING OVERHEAD DOOR	
320D	G	8'-0"	10'-0"	N	AL	PT	4						EXISTING OVERHEAD DOOR	
320E	G	8'-0"	10'-0"	N	AL	PT	4						EXISTING OVERHEAD DOOR	
322A	A	3'-0"	7'-0"	N	MTL	PT	1	HM	PT					
322B		10'-0"	10'-0"	N	AL	PT							EXISTING OVERHEAD DOOR	
322C	A	3'-0"	7'-0"	N	MTL	PT	1	HM	PT					
323	A	3'-0"	7'-0"	N	MTL	PT	1	HM	PT					
SECOND FLOOR														
200	E	3'-0"	7'-0"	N	WD	PT	2	HM	PT					
201	E	6'-0"	7'-0"	N	WD	PT	1	HM	PT					
204	C	3'-0"	7'-0"	1HR	MTL	PT	1	HM	PT				8" KICKPLATE	
210	E	3'-0"	7'-0"	N	WD	PT	2	HM	PT					
212	E	3'-0"	7'-0"	N	WD	PT	2	HM	PT					
214	C	3'-0"	7'-0"	1HR	MTL	PT	1	HM	PT				ENSURE 1/2 RELITE;EXISTING DOOR; PREP FOR NEW HARDWARE 8" KICKPLATE	
215	A	2'-6"	7'-0"	N	MTL	PT	1	HM	PT					
220	A	3'-0"	7'-0"	N	MTL	PT	1	HM	PT					
221	A	3'-0"	7'-0"	N	WD	PT	1	HM	PT					
222	A	3'-0"	7'-0"	N	WD	PT	1	HM	PT					
223	A	3'-0"	7'-0"	N	WD	PT	1	HM	PT					
225	A	3'-0"	7'-0"	N	MTL	PT	1	HM	PT					
226	B	3'-0"	7'-0"	N	WD	PT	1	HM	PT			FG		
229	A	3'-0"	7'-0"	N	MTL	PT	1	HM	PT					
230	E	3'-0"	7'-0"	N	WD	PT	2	HM	PT					
231	E	3'-0"	7'-0"	N	WD	PT	2	HM	PT					
232	E	3'-0"	7'-0"	N	WD	PT	2	HM	PT					
233	E	3'-0"	7'-0"	N	WD	PT	2	HM	PT					
236	E	3'-0"	7'-0"	N	WD	PT	2	HM	PT					
237	A	3'-0"	7'-0"	N	MTL	PT	1	HM	PT					

GENERAL DOOR SCHEDULE NOTES

A. PROVIDE SAFETY GLAZING PER CODE.

B. SWINGING DOOR DIMENSIONS ARE ACTUAL DOOR SIZE. CONTRACTOR TO COORDINATE FRAME AND ROUGH OPENING DIMENSIONS.

C. SECTIONAL DOOR HEIGHT AND WIDTH ARE THE ROUGH OPENING SIZE. APPROPRIATE DOOR SIZE TO BE COORDINATED BY CONTRACTOR.

D. SEE FRAME TYPES FOR TYPICAL DETAILS UNLESS NOTED OTHERWISE.

DOOR ABBREVIATIONS

AL
AL/WD
CS
CSMF
CTG
FTG
FG
FR
HM
KDF
MFR
PT
WD

ALUMINUM
ALUMINUM CLAD WOOD
CLEAR SEAL
CLEAR SEAL BY MANUFACTURER
CLEAR TEMPERED GLASS
FROSTED TEMPERED GLASS
FIRE GLAZING
FIRE RATED
HOLLOW METAL
KNOCK DOWN FRAME
MANUFACTURER
PAINT
WOOD

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OREGON CITY
PUBLIC WORKS

Job Number: 19112

13895 FIR STREET
OREGON CITY, OR 97045

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DOOR SCHEDULE

Sheet No:

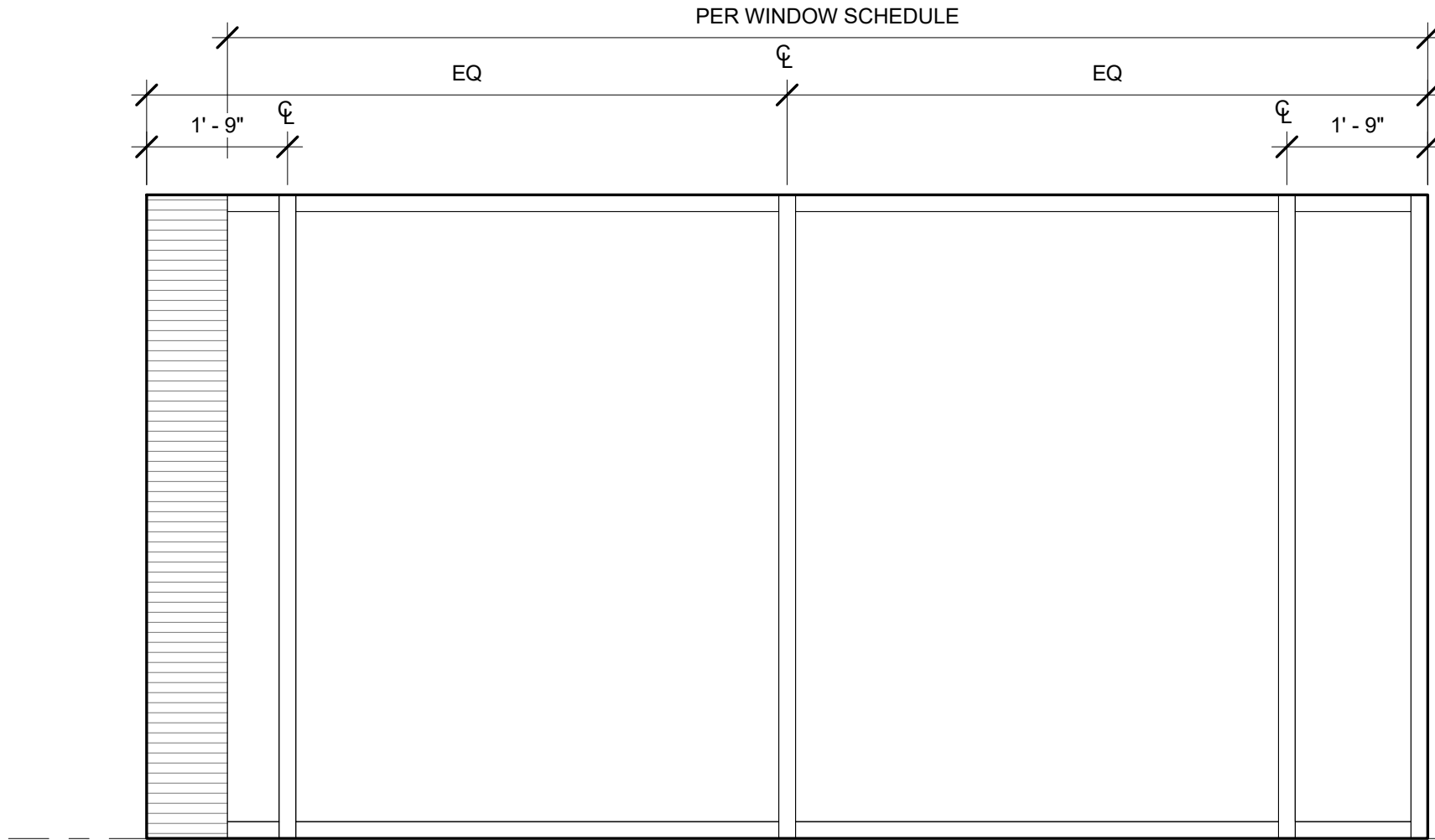
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Item 7b.

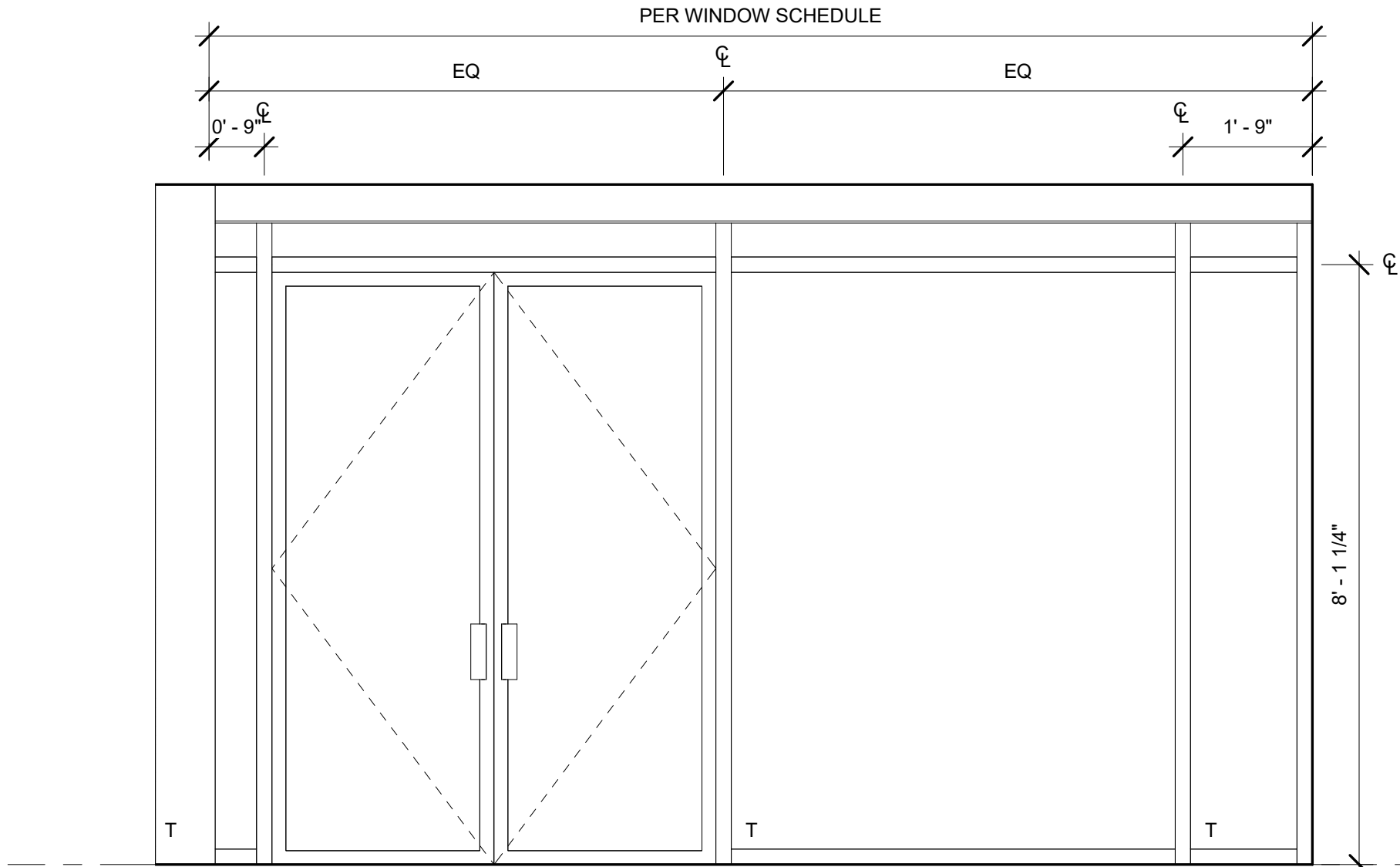
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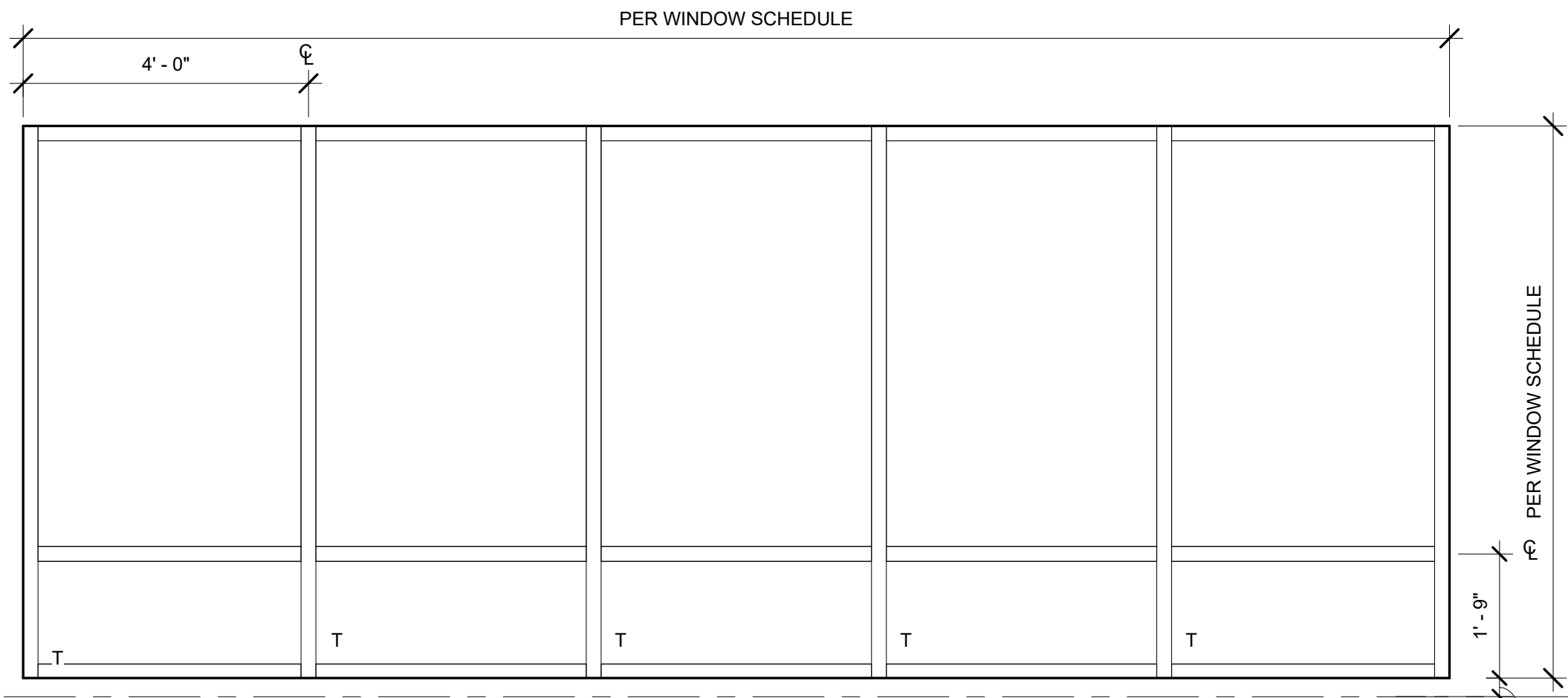
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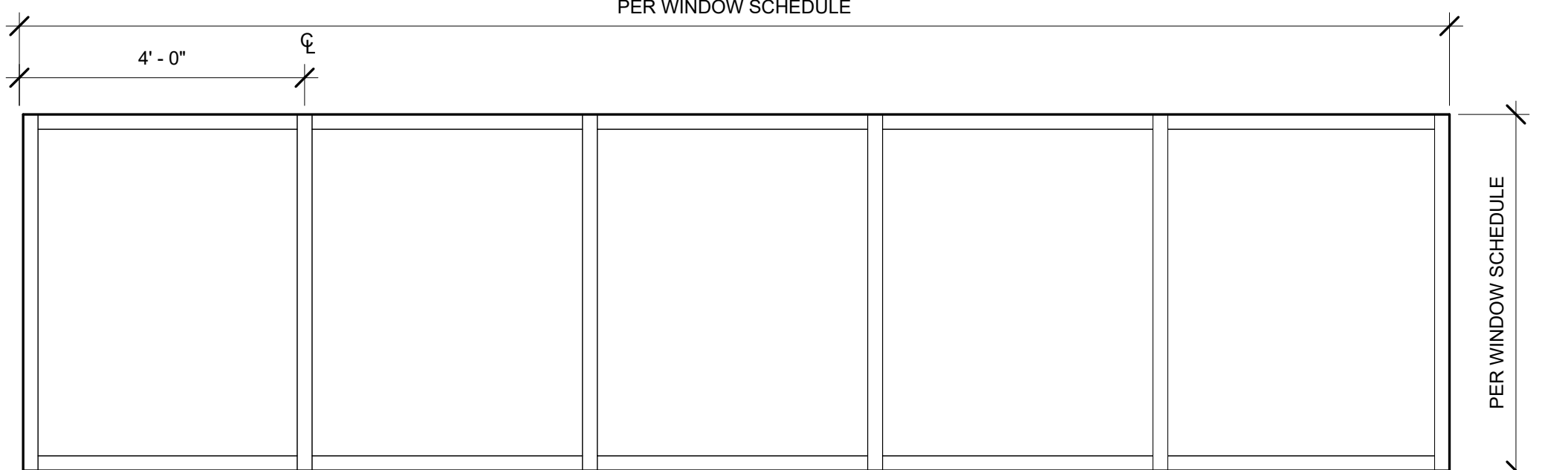
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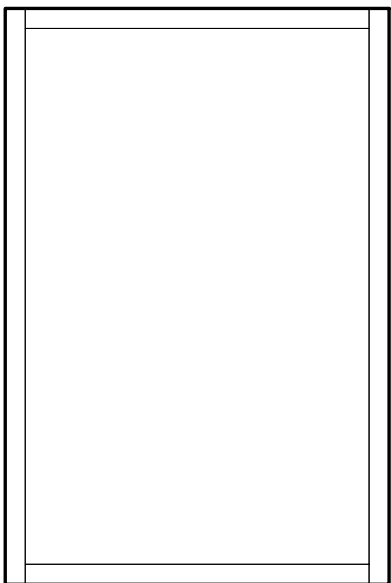
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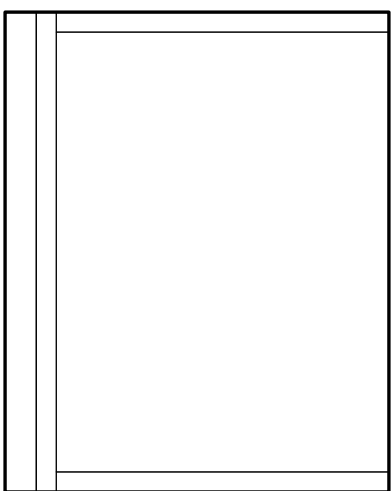
S2



S5



S3



S6

A10 - Storefront Window Schedule								
Mark	Length	Unconnected Height	Base Offset	Frame Finish	Frame Type	Glazing Type	Count	Comments
IG1	10' - 2 1/16"	8' - 0 29/32"	0' - 0"	CL	HM	GL2	1	INTERIOR GLAZING
IG2	11' - 0"	8' - 0"	0' - 0"	CL	HM	GL2	1	INTERIOR GLAZING
IG3	5' - 6"	4' - 0"	3' - 0"	CL	HM	GL2	1	INTERIOR GLAZING
IG4	8' - 0"	4' - 0"	3' - 0"	CL	HM	GL2	1	INTERIOR GLAZING
IG5	4' - 0"	4' - 0"	3' - 0"	CL	HM	GL2	1	INTERIOR GLAZING
S1	15' - 11"	8' - 0"	0' - 0"	CL	SF	GL1	1	
S2	20' - 0"	7' - 9"	0' - 3"	CL	SF	GL1	2	
S3	4' - 0"	6' - 0"	2' - 0"	CL	SF	GL1	14	
S4	15' - 11"	9' - 2 1/4"	0' - 0"	CL	SF	GL1	1	
S5	20' - 0"	5' - 0"	3' - 0"	CL	SF	GL1	1	
S6	4' - 0"	5' - 0"	3' - 0"	CL	SF	GL1	17	
S7	8' - 6"	18' - 2 1/4"	0' - 0"	CL	SF	GL1	1	
S8	8' - 0"	8' - 0"	0' - 0"	CL	SF	GL1	1	
S9	4' - 0"	8' - 0"	0' - 0"	CL	SF	GL1	1	
S10	3' - 4"	6' - 0"	2' - 0"	CL	SF	GL1	1	
S11	5' - 4"	6' - 0"	2' - 0"	CL	SF	GL1	1	
S12	6' - 4"	6' - 0"	2' - 0"	CL	SF	GL1	1	
S13	12' - 0"	5' - 0"	3' - 0"	CL	SF	GL1	2	
S14	8' - 0"	5' - 0"	3' - 0"	CL	SF	GL1	3	
S15	8' - 0"	4' - 0"	3' - 0"	CL	SF	GL1	1	
S16	3' - 0"	4' - 0"	3' - 0"	CL	SF	GL1	1	

GENERAL WINDOW SCHEDULE NOTES	
A.	PROVIDE SAFETY GLAZING PER CODE.
B.	CONTRACTOR TO VERIFY DIMENSIONS PRIOR TO ORDERING.
WINDOW ABBREVIATIONS	
AL	ALUMINUM
EX	EXISTING
EXT	EXTERIOR
FF	FACTORY FINISH
FG	FIBERGLASS
GL-X	GLASS TYPE (REF FINISH SCHEDULE)
HM	HOLLOW METAL
INT	INTERIOR
KD	KNOCK DOWN FRAME
PTD	PAINTED
PT-X	PAINT TYPE (REF FINISH SCHEDULE)
SF	STOREFRONT
T	TEMPERED GLAZING
WD-S	WOOD - SOLID CORE
WD-H	WOOD - HOLLOW CORE

Item 7b.

S|E A
SCOTT|EDWARDS ARCHITECTURE LLP.
2525 E Burnside Street, Portland, OR 97214
phone: (503) 226-3617 www.seallp.com

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**OREGON CITY
PUBLIC WORKS**
Job Number: 19112
13895 FIR STREET
OREGON CITY, OR 97045

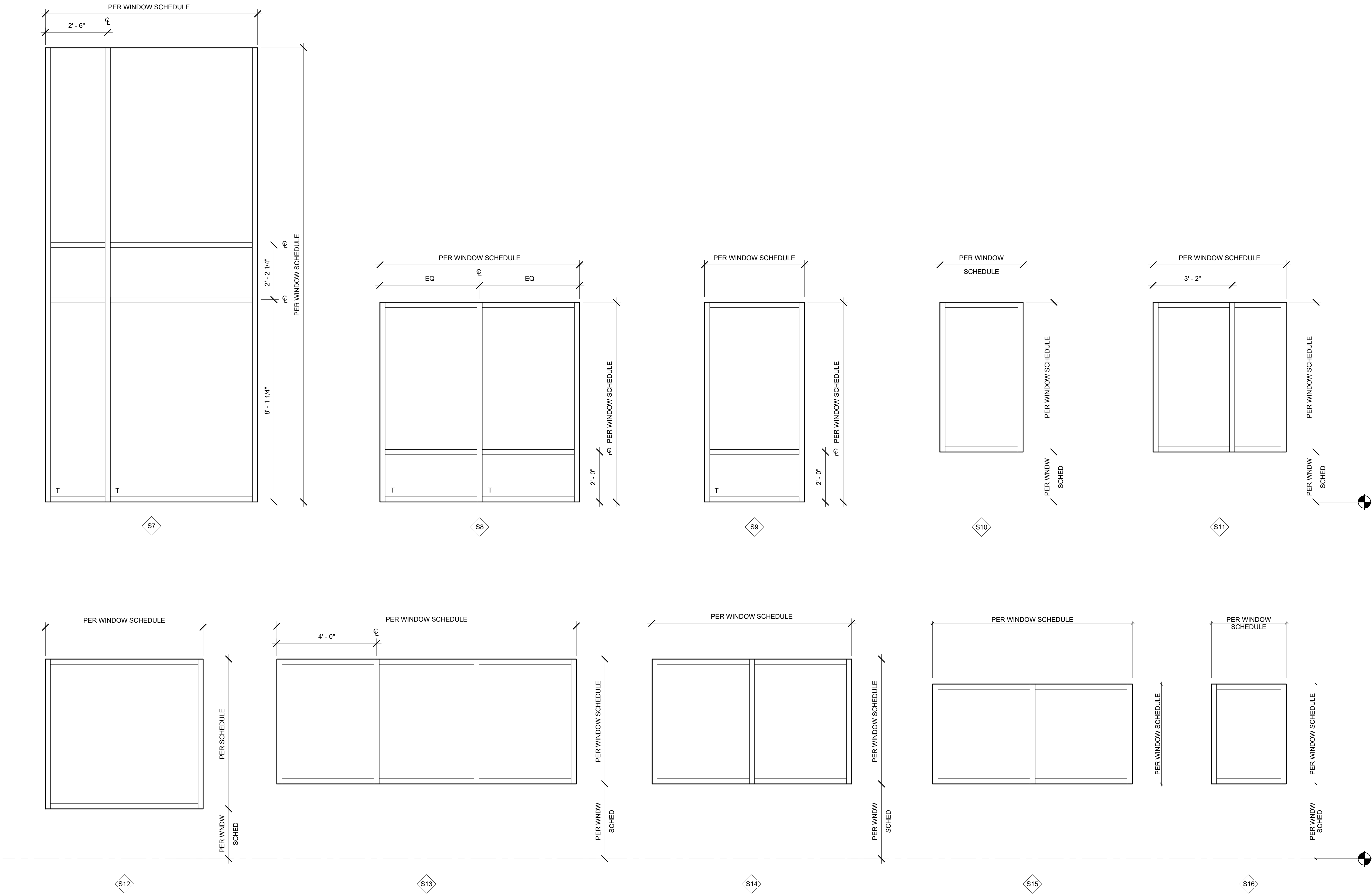
PERMIT SET JUL 10, 2020
ISSUE DATE
Drawing:
**WINDOW SCHEDULE
& WINDOW TYPES**

Sheet No:

A10.11

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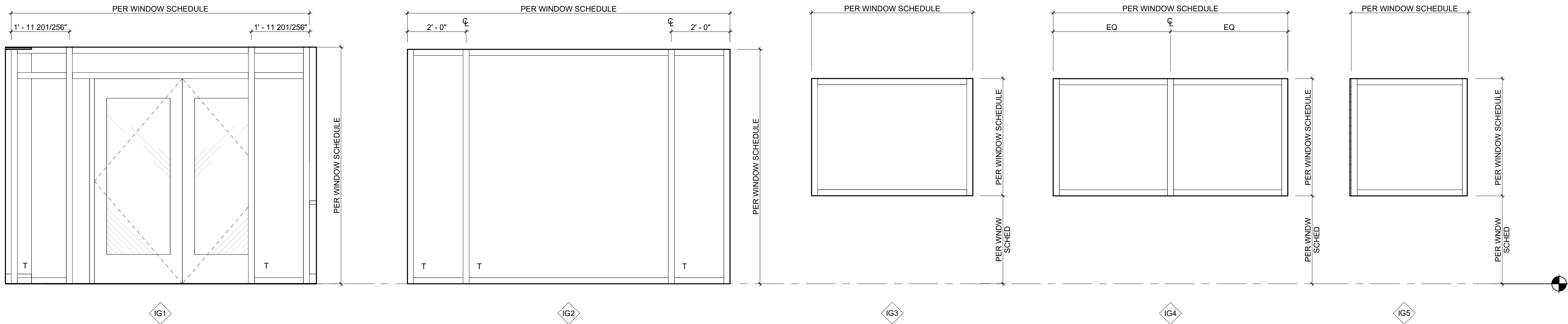


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ISSUE DATE
Drawing:
**WINDOW SCHEDULE
& WINDOW TYPES**

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ISSUE DATE
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**INTERIOR GLAZING
SCHEDULE &
GLAZING TYPE**

Sheet No:

A10.13

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ROOM FINISH SCHEDULE									
No.	ROOM NAME	FLOOR	BASE	WALLS				CEILING	COMMENTS
				NORTH	EAST	SOUTH	WEST	FINISH	
				FINISH	FINISH	FINISH	FINISH		
Not Placed									
146	MEP SHAFT	CONC-1	RB-1	P-1	P-1	P-1	P-1	P-2	
150	OPEN OFFICE	CONC-1, CPT-2	RB-1	P-1	CONC	P-1, P-5	P-1	P-2	
199	EDUCATIONAL / DISPLAY AREA	CONC-1, CPT-4	RB-1	P-1	P-1	P-1	-	P-2	
201	CONFERENCE	CPT-3	RB-1	P-1	P-1	P-1, P-5	P-1	P-2	
203	HALLWAY	CPT-1	RB-1	P-1	P-1	P-1	P-1	P-2	
FIRST FLOOR									
02	STAIRS	RSF-4	RB-1	P-1	P-1	P-1	P-1	P-2	
100	LOBBY		RB-1	P-1	P-1, P-5	P-1	P-1, P-5, WC-1	P-2	
101	PUBLIC COUNTER	CPT-2	RB-1	TBD	-	-	-	TBD	
102	RESTROOM	CONC-1	RB-1	P-11	P-11	P-11	P-11	P-2	
103	HALLWAY	CONC-1	RB-1	P-1, P-7, P-9	-	P-1, P-6, P-8	P-1	P-2	
104	HALLWAY	CONC-1, CPT-5	RB-1	P-1	P-1, P-5	-	P-1	P-2	
105	HALLWAY	CONC-1	RB-1	P-1	P-1	P-1	P-1	P-2	
106	ELEC	CONC-1	RB-1	P-1	P-1	P-1	P-1	P-2	
110	STREETS CREW ROOM	CONC-1	RB-1	P-1, P-8	P-1, P-8,	P-1	CONC	P-2	
111	OFFICE	CONC-1	RB-1	P-10	P-10	P-1	P-1	P-2	
112	OFFICE	CONC-1	RB-1	P-10	P-10	P-1	P-1	P-2	
113	WASTE / STORM CREW ROOM	CONC-1	RB-1	P-1, P-6	CONC	P-1	P-1, P-6	-	
114	OFFICE	CONC-1	RB-1	P-10	P-1	P-1	P-1	P-2	
115	OFFICE	CONC-1	RB-1	P-10	P-1	P-1	P-1	P-2	
116	WATER CREW ROOM	CONC-1	RB-1	P-7	CONC	P-1, P-7	P-1	P-2	
117	OFFICE	CONC-1	RB-1	P-1	P-1	P-10	P-1	P-2	
118	KITCHEN	CONC-1	RB-1	T-1, P-1	P-1	-	P-1	P-2	
118	OFFICE	CONC-1	RB-1	P-10	P-1	P-1	P-1	P-2	
119	PARKS CREW ROOM	CONC-1	RB-1	P-9	P-1	P-1, P-9	CONC	P-2	
120	OFFICE	CONC-1	RB-1	P-1	P-1	P-10	P-10	P-2	
121	OFFICE	CONC-1	RB-1	P-10	P-10	P-1	P-1	P-2	
130	MENS	RSF-1	RB-1	T-2	P-11, T-2	P-12, T-2	P-11, T-2	P-2	
131	SHWR	CONC-1	RB-1	P-11	P-11	P-11	P-11	P-11	
132	SHWR	CONC-1	RB-1	P-11	P-11	P-11	P-11	P-11	
133	MENS LOCKERS	CONC-1	RB-1	P-11	P-11	P-11	P-11	P-2	
134	JANITOR	CONC-1	RB-1	P-1	P-1	P-1	P-1	P-2	
135	TOILET/ SHWR	CONC-1	RB-1	P-11	P-11	P-11	T-2	P-11	
136	ENTRY VESTIBULE	CPT-5	RB-1	P-1	P-1	P-1	P-1	P-1	
137	LAUNDRY	CONC-1	RB-1	P-11, WP-3	P-11, WP-3	P-12	P-11	P-2	
138	MUD ROOM	CONC-1	RB-1	P-11, WP-3	P-11, WP-3	P-11, WP-3	P-11, WP-3	P-2	
140	WOMENS	RSF-1	RB-1	T-2 P-11	P-12	T-2	T-2, P-11	P-2	
141	WOMENS LOCKER	CONC-1	RB-1	P-11	P-11	P-11	P-11	P-2	
142	SHWR	CONC-1	RB-1	P-11	P-11	P-11	P-11	P-11	
143	VENDING	CONC-1	RB-1	P-1	P-1	P-1	P-1	P-2	
144	STAFF ROOM	CONC-1	RB-1	P-1, P-5	P-1	P-1, P-5	P-1	P-2	
145	STORAGE	CONC-1	RB-1	P-1	P-1	P-1	P-1	P-2	
151	STORAGE	CONC-1	RB-1	P-1	P-1	P-1	P-1	P-1	
152	COPY	CPT-2	RB-1	P-5	P-1	-	P-1	P-2	
153	HALL	CPT-5	RB-1	P-1	P-1	P-1	P-1	P-2	
154	OFFICES	CPT-3	RB-1	P-1, P-10	P-1	P-1	P-1	P-2	
155	OFFICE	CPT-3	RB-1	P-1	P-1	P-10	P-1	P-2	
156	OFFICE	CPT-3	RB-1	P-1, P-10	P-1	P-1	P-1	P-2	
157	OFFICE	CPT-3	RB-1	P-1	P-1	P-10	P-10	P-2	
158	OFFICE	CPT-3	RB-1	P-1	P-10	P-10	P-1	P-2	
159	OPEN OFFICE	CONC-1, CPT-2	RB-1	P-1	P-1	P-1	P-1	P-2	
160	CONF.	CPT-3	RB-1	P-5	P-1	P-1	P-1	P-2	
171	STAIRS	RSF-4		P-1	P-1	P-1	P-1	P-2	
172	STOR	CPT-5	RB-1	P-1	P-1	P-1	P-1	P-2	
188	ELEV	CPT-5	-	PL-6	PL-6	PL-6	PL-6	FACTORY FINISH TBD	
223	LOADING DOCK	CONC-1	MB-1	P-14, WD-2	P-14, WD-2	P-14, WD-2	P-14, WD-2	P-2	
239	LOBBY STAIRS	WD-1, CONC-1	WB-1	P-5, WC-1	P-1	P-1	P-5	P-2	
300	WAREHOUSE	CONC-1	MB-1	P-14, WD-2	P-14, WD-2	P-14, WD-2	P-14, WD-2	P-2	
301	NORTH WAREHOUSE	CONC-1	MB-1	P-14, WD-2	P-14, WD-2	P-14, WD-2	P-14, WD-2	P-2	
310	FLEET SHOP	CONC-1	MB-1	P-14, WD-2	P-14, WD-2	P-14, WD-2	P-14, WD-2	P-2	
311	WORK SHOP	CONC-1	MB-1	P-14, WD-2	-	P-14, WD-2	P-14, WD-2	P-2	
312	OFFICE	CONC-1	RB-1	P-10	P-1	P-1	P-1	P-2	
313	MECH	CONC-1	RB-1	P-1	P-1	P-1	P-1	P-2	
314	RESTROOM	CONC-1	RB-1	P-12, WP-1	P-12, WP-1	P-12, WP-1	P-12, WP-1	P-1	
315	TRUCK WASH	CONC-1	MB-1	-	P-14, WP-3	P-14, WP-3	P-14, WP-3	P-2	
320	LOADING DOCK	CONC-1	MB-1	P-14, WD-2	P-14, WD-2	P-14, WD-2	P-14, WD-2	P-2	
321	VESTIBULE	CONC-1	MB-1	P-14, WD-2	P-14, WD-2	P-14, WD-2	P-14, WD-2	P-2	
322	SIGN SHOP	CONC-1	MB-1	P-14, WD-2	P-14, WD-2	P-14, WD-2	P-14, WD-2	P-2	
323	STORAGE	CONC-1	MB-1	P-14	P-14	P-14	P-14	P-2	
SECOND FLOOR									
147	CONFERENCE								
200	ENGINEERING LOBBY	CPT-4 LVT-1	WB-1	P-1	P-1	P-1	P-1	P-2	
202	PUBLIC COUNTER	CPT-2	RB-1	P-13	P-1	P-1	-	P-2	
204	HALLWAY	CPT-1	RB-1	P-1	P-1	P-1	P-1	P-2	
210	I.T. LAB	CPT-3	RB-1	-	P-1	P-1, P-13	P-1	P-2	
211	OFFICE	CPT-3	RB-1	P-1	P-1	P-10	P-1	P-2	
212	OFFICE	CPT-3	RB-1	P-10	P-1	P-1	P-1	P-2	
213	LARGE FORMAT LAYOUT	CPT-1	RB-1	P-1, P-13	P-13	P-13	P-13	P-2	
214	HALLWAY	RSF-2	RB-1	P-1	-	P-1	P-1	P-2	
215	STOR	RSF-1	RB-1	P-1	P-1	P-1	P-1	P-1	
220	SERVER	RSF-3	RB-1	P-1	P-1	P-1	P-1	P-2	
221	TOILET	RSF-1	RB-1	P-11	T-4	P-11	P-11	P-11	
222	TOILET	RSF-1	RB-1	P-11	P-11	P-11	T-4	P-11	
223	TOILET	RSF-1	RB-1	P-11	P-11	P-11	T-4	P-11	
224	OPEN OFFICE	CPT-2	RB-1	P-1	P-1	P-1	P-1	P-2	
225	STORAGE	LVT-1	RB-1	P-1	P-1	P-1	P-1	P-3	
225	KITCHENETTE	LVT-1	RB-1	P-1	P-1	P-13	P-1	P-2	
226	QUIET ROOM	LVT-1	RB-1	P-5	P-1	P-1	P-1	P-2	
227	COLLAB SPACE	CPT-2	RB-1	P-1	P-1, P-13	P-1	P-1	P-2	
228	OPEN OFFICE	CPT-2	RB-1	P-1	P-1	P-1	P-1	P-2	
229	STORAGE	RSF-1	RB-1	P-1	P-1	P-1	P-1	P-2	
229	STAIR	RSF-4	RB-1	P-1	P-1	P-1	P-1	P-2	
230	OFFICE	CPT-3	RB-1	P-1	P-1	P-1	P-10	P-2	
230	STAIR	RSF-4	RB-1	P-1	P-1	P-1	P-1	P-2	
231	OFFICE	CPT-3	RB-1	P-1	P-1	P-10	P-10	P-2	
232	OFFICE	CPT-3	RB-1	P-1	P-1	P-10	P-1	P-2	
233	OFFICE	CPT-3	RB-1	P-1	P-1	P-10	P-1	P-2	
234	OPEN OFFICE	CPT-2	RB-1	P-1	P-1	P-13	P-1	P-2	
235	COPY	CPT-2	RB-1	P-1	P-1	P-12	P-1	P-2	
236	CONFERENCE	CPT-1	RB-1	P-5	P-1	P-1	P-1	P-2	
237	STOR	CPT-1	RB-1	P-1	P-1	P-1	P-1	P-2	
238	FUTURE EXPANSION		-	-	-	-	-	-	
FLEET MEZZANINE									
400	MEZZANINE	WD-2	RB-1	P-14	P-14	P-14	P-14	P-2	

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PUBLIC WORKS

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13895 FIR STREET
OREGON CITY, OR 97045

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Drawing:

FINISH SCHEDULE

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FINISH LEGEND				
BASE		PAINT	SOLID SURFACE	WALL COVERING
RB-1 DESC: RUBBER BASE MFR: BURKE SIZE: 4" COLOR: TBD		P-1 DESC: PAINT - GENERAL MFR: COLOR:	SSM-1 DESC: KITCHEN MFR: CAESARSTONE SIZE: 3CM COLOR: PIATRA GREY FINISH: POLISHED	WC-1 DESC: CUSTOM VINYL WALL COVERING MFR: TBD PRODUCT: TBD SERIES: TBD COLOR: TBD LOCATION: TBD
RB-2 DESC: RUBBER BASE MFR: TBD SIZE: 6" COLOR: TBD		P-2 DESC: PAINT - CEILING MFR: COLOR:	SSM-2 DESC: SOLID SURFACE MFR: PAPERSTONE SIZE: 25" THICK COLOR: BLACK FINISH:	
MB-1 DESC: METAL BASE MFR: TBD SIZE: 4" COLOR: TBD LOCATION: PUBLIC COUNTERS		P-3 DESC: PAINT - DOOR TRIM MFR: COLOR:	SSM-3 DESC: SOLID SURFACE MFR: CAESARSTONE SIZE: 3 CM COLOR: FROZEN TERRA 4601 FINISH: CONCRETE LOCATION: MEETING ROOM	
WB-1 DESC: WOOD BASE MFR: TBD SIZE: 4" COLOR: TBD		P-4 DESC: PAINT - CEILING PIPES MFR: COLOR:		
		P-5 DESC: PAINT - ACCENT MFR: - COLOR: - LOCATION: MEETING ROOMS		
		P-6 DESC: PAINT - ACCENT MFR: - COLOR: - LOCATION: WASTE		
		P-7 DESC: PAINT - ACCENT MFR: - COLOR: - LOCATION: WATER		
		P-8 DESC: PAINT - ACCENT MFR: - COLOR: - LOCATION: STREETS		
		P-9 DESC: PAINT - ACCENT MFR: - COLOR: - LOCATION: PARKS		
		P-10 DESC: PAINT - ACCENT MFR: - COLOR: - LOCATION: PRIVATE OFFICES		
		P-11 DESC: EPOXY PAINT MFR: - COLOR: - LOCATION: RESTROOMS		
		P-12 DESC: EPOXY PAINT ACCENT MFR: - COLOR: - LOCATION: RESTROOMS		
		P-13 DESC: PAINT- ACCENT MFR: - COLOR: - LOCATION: ENGINEERING		
		P-14 DESC: PAINT MFR: - COLOR: - LOCATION: WAREHOUSE		
CARPET				
CPT-1 DESC: CARPET TILE MFR: MANNINGTON COLLECTION: ORIGAMI SIZE: 24"x24" COLOR: PENGUIN 14392 PATTERN: MOUNTAIN FOLD INSTALL: MONOLITHIC NOTES: CONFERENCE ROOMS				
CPT-2 DESC: CARPET TILE MFR: MANNINGTON COLLECTION: ORIGAMI SIZE: 24"x24" COLOR: PENGUIN 14392 PATTERN: FAN FOLD INSTALL: MONOLITHIC NOTES: GENERAL				
CPT-3 DESC: CARPET TILE MFR: MANNINGTON COLLECTION: ORIGAMI SIZE: 24"x24" COLOR: PENGUIN 14392 PATTERN: VALLEY FOLD INSTALL: MONOLITHIC NOTES: OFFICES				
CPT-5 DESC: WALK OFF MAT MFR: MOHAWK GROUP COLLECTION: STEP UP II GT311/QL311 SIZE: 24" X 24" COLOR: 955 COBALT INSTALL: MONOLITHIC				
CONCRETE				
CONC-1 DESC: SEALED CONCRETE MFR: TBD COLLECTION: TBD PATTERN: TBD INSTALL: TBD				
GLASS				
GL-1 DESC: OPAQUE GLASS MFR: TBD COLLECTION: TBD PATTERN: TBD INSTALL: TBD				
METAL				
M-1 DESC: COLD ROLLED STEEL MFR: TBD COLLECTION: TBD PATTERN: TBD INSTALL: TBD				
M-2 DESC: STAINLESS STEEL COUNTERTOP MFR: TBD COLLECTION: TBD PATTERN: TBD INSTALL: TBD				

APPLIANCE SCHEDULE		
AP-1	DESC: REACH IN REFRIGERATOR	
	MFR: BEVERAGE-AIR	
	PRODUCT: BOTTOM MOUNT REACH IN	
	MODEL: HBR44HC	
	SIZE: 47" W X 84 1/4" H X 33 3/4" D	
AP-2	DESC: MICROWAVE	
	MFR: GENERAL ELECTRIC	
	PRODUCT: BUILT IN MICROWAVE	
	MODEL: PWB7030SLSS	
	SIZE: 29 7/8" W X 19 1/8" H X 24 3/4" D	
AP-3	DESC: DISHWASHER	
	MFR: GENERAL ELECTRIC	
	PRODUCT: BUILT IN DISHWASHER	
	MODEL: GDT22SSLS	
	SIZE: 23 3/4" W X 32 1/2" H X 23 1/2" D	
AP-4	DESC: UNDERCOUNTER FREEZER	
	MFR: ACCUCOLD	
	PRODUCT: BUILT-IN ALL FREEZER	
	MODEL: VT65MBISSHVADA	
	SIZE: 32.25" X 23.63" X 23.5"	
	COLOR: STAINLESS STEEL	
AP-5	DESC: STOVE	
	MFR: TBD	
	PRODUCT: TBD	
	MODEL: STAINLESS STEEL	
	SIZE: -	
	COLOR: -	
AP-6	DESC: RANGE HOOD	
	MFR: TBD	
	PRODUCT: TBD	
	MODEL: STAINLESS STEEL	
	SIZE: -	
	COLOR: -	
AP-7	DESC: ICE MAKER	
	MFR: ICE-O-MATIC	
	PRODUCT: ICE MACHINE	
	MODEL: TBD	
	SIZE: TBD	
	COLOR: STAINLESS STEEL	
AP-8	DESC: WASHER	
	MFR: GENERAL ELECTRIC	
	PRODUCT: FRONT LOAD WASHER	
	MODEL: GFW400SCMWW	
	SIZE: 27" W X 39 7/8" H X 33 5/8" D	
	COLOR: WHITE	
AP-9	DESC: DRYER	
	MFR: GENERAL ELECTRIC	
	PRODUCT: DURA DRUM ELECTRIC DRYER	
	MODEL: GFD40ESCMWW	
	SIZE: 27" W X 39 7/8" H X 32 1/5" D	
	COLOR: WHITE	
AP-10	DESC: UNDERCOUNTER REFRIGERATOR	
	MFR: SUMMIT APPLIANCES	
	PRODUCT: REFRIGERATOR	
	MODEL: AL54CSSHV	
	SIZE: 32" H X 23.63" W X 23.63" D	
	COLOR: STAINLESS STEEL	

WINDOW TREATMENT	
WT-1	DESC: WINDOW TREATMENT
	MFR: MECO SHADE
	PRODUCT: ECHO VEIL SHEER
	SERIES: 3% OPEN
	COLOR: TBD
NOTES	
A. FOR ROOMS NOTED TO RECEIVE MULTIPLE INTERIOR FINISHES PLEASE REFER TO FINISH PLANS AND ELEVATIONS FOR EXTENS.	
B. ALL CASEWORK AND WOOD ARCHITECTURAL FEATURES TO BE AWI PREMIUM GRADE CONSTRUCTION.	
C. ALL EXPOSED PIPES TO BE PAINTED P-X	

NOT FOR CONSTRUCTION



CITY OF OREGON CITY

Staff Report

625 Center Street
Oregon City, OR 97045
503-657-0891

To: City Commission
From: City Recorder Kattie Riggs

Agenda Date: 08/19/2020

SUBJECT:

Intergovernmental Agreement with Clackamas County for Records Storage Services

STAFF RECOMMENDATION:

Staff recommends approval of the Intergovernmental Agreement (IGA) with Clackamas County for records storage services.

EXECUTIVE SUMMARY:

The City's contract with Iron Mountain has expired and after reviewing options Clackamas County seemed to fit the needs of the City best. They had the extra space and were willing to work well with the City on cost effectiveness, ease of access, retrievability, and other available records management services such as microfilming.

BACKGROUND:

The City contracted with RECALL for off-site storage beginning in 2009 and had been happy with their service for many years. A couple of years ago, Iron Mountain purchased RECALL and ever since the City has had several issues with Iron Mountain including poor customer service, extreme rate increases, lack of responsiveness, and much more. After the last rate increase and outlandish cost quotes for the City's records inventory project, the City Recorder decided it was time to look for a new place to store the City's most valuable assets – their records.

The City Recorder had heard that prior to 2009 the County had stored records for the City and at a reasonable rate, so she approached Clackamas County and inquired about partnering again. That brings us to the IGA before the Commission for approval.

Here is the rate comparison:

Iron Mountain Monthly Rate	\$0.43/per box
Clackamas County Monthly Rate	\$0.40/per box

The City was paying Iron Mountain roughly \$8,600 per year and with the County the cost will be kept under \$8,000 per year.

This IGA is for three years of service with the option of renewal. There is no cost to cancel and remove all our boxes.

OPTIONS:

1. Approve the IGA with Clackamas County
2. Provide staff edits or direction and bring IGA back
3. Deny the IGA with Clackamas County

BUDGET IMPACT:

Amount: \$8,000

FY(s): 2020-2021

Funding Source(s): General Fund – City Recorder’s Budget – Contracts and Services

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
CLACKAMAS COUNTY RECORDS MANAGEMENT AND
CITY OF OREGON CITY**

1. Purpose

- A. This Agreement is entered into between Clackamas County, on behalf of its Department of Records Management, and the City of Oregon City for the cooperation of units of local government under the authority of ORS 190.010.
- B. This Agreement provides the basis for a cooperative working relationship for the records storage services. The project consists of storing 840 boxes of closed records belonging to the City of Oregon City. The work to be accomplished is described in a proposal from the City Recorder representing the City of Oregon City dated 07/20/2020, (attached as "Attachments A and B") and is referred to herein as the "Project."

2. Scope of Cooperation

- A. County agrees to:
 - 1. Store the records as described in the specifications of OAR 66-020-0015.
 - 2. Refile records back into the Records Center for storage.
 - 3. Enter records into the Electronic Records system (EDC/RCWeb) for barcoding and storage.
 - 4. Provide an inventory of records after data entry into EDC/RCWeb for verification by the City of Oregon City.
 - 5. Require, for each transaction, receipt and signature by City of Oregon City staff verifying the transaction.
 - 6. Stored and retrieve records on an as-needed basis.

B. City of Oregon City agrees to:

1. Contact the Clackamas County, Department of, Records Management as least one hour prior to retrieving a record.
2. Prepare records for storage and deliver them to the Clackamas County Department of Records Management.
3. Pay County all amounts due and owing from the City of Oregon City for work performed under this Agreement within thirty (30) days of receipt of the invoice.

3. Compensation

- A. City of Oregon City will pay County an amount not to exceed \$8,000 for services provided under this Agreement. The County will not provide services in excess of the \$8,000 without prior execution of a written amendment to this Agreement on terms and conditions acceptable to both parties.
- B. The County shall submit an annual invoice to the City of Oregon City for the costs of services performed, at the rates set forth in Attachment C, at the end of each Fiscal Year (defined as July 1 through June 30). The City of Oregon City shall issue payment to the County within 30 days of receipt of such invoices.
- C. All checks shall be made payable to Clackamas County and mailed to the following address:

Records Management
1810 Red Soils Ct, Ste. 120
Oregon City, OR 97045

4. Liaison Responsibility

Liaison from City of Oregon City, Recording Office for the Project will be:

Kattie Riggs
625 Center St
Oregon City, Oregon 97045
503-496-1505
kriggs@orc.org

Liaison from County for the Project will be:

Carol Hopkins
1810 Red Soils Ct, Suite 120
Oregon City, Oregon 97045
503-655-8656

5. Other Terms

- A. Compliance with Laws. County and City of Oregon City agree to comply with all applicable local, state, and federal ordinances, statutes, laws and regulations.
- B. No Assignment. This Agreement may not be subcontracted, assigned or transferred by either party without the express written consent of the other party.
- C. Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the parties and may be modified only in writing signed by both parties. This Agreement may be amended at any time with the written agreement of both parties.

6. Term of Agreement

- A. The term of this Agreement is a period beginning when it becomes effective July 25, 2020 and ending July 25, 2023.

7. Termination

- A. This Agreement may be terminated by either party upon 30 days written notice.
- B. This Agreement may be terminated at any time for nonperformance of any material term of this Agreement. Upon termination for nonperformance of any material term, each party shall have all rights and remedies available to it at law, in equity, or under this Agreement.

8. Dispute resolution

Any dispute arising out of this Agreement will first attempt to be resolved informally between the Clackamas County Records & Information Manager and City of Oregon City, Recording Office. If resolution is unsuccessful, the dispute will attempt to be resolved between the respective governing bodies of each party. In the event the dispute cannot be resolved informally, the parties may pursue any rights and remedies available to them at law, in equity, or under this Agreement.

9. Indemnification

Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, County agrees to indemnify, save harmless and defend the City of Oregon City, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the County or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the County has a right to control.

Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the City of Oregon City agrees to indemnify, save harmless and defend the County, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the City of Oregon City or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the City of Oregon City has a right to control.

10. Debt Limitation

This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.

IN WITNESS HEREOF, the parties have executed this Agreement by the date set forth opposite their names below.

Clackamas County

City of Oregon City

Chair, Board of County Commissioners

Mayor, Dan Holladay

Date

Date

ATTACHMENT A

SCOPE OF WORK AND PROPOSAL

This agreement is for records storage services as described in OAR 166-020-0015.

The City of Oregon City will prepare records for storage and deliver them to Clackamas County Records Management.

The County will store the records as described in the specifications of OAR 166-020-0015.

The City of Oregon City will contact Clackamas County Records Management at least one hour prior to retrieving a record. Clackamas County Records Management will enter records into the Electronic Records Center (EDC/RCWeb) for barcoding and storage. Clackamas County Records Management will provide an inventory of records after data entry into (EDC/RCWeb) for verification by the City of Oregon City. Each request will be receipted and signed for City of Oregon City Staff verifying the transaction. When records are returned they will be electronically checked back into the Records Center for storage.

ATTACHMENT B

MICROFILMING REQUIREMENTS AND BUDGETS

Department	Requirements	Budget
------------	--------------	--------

City Manager	Secure Records Storage	\$8,000
Records Center	Retrieval and Refile	

Records will be stored and retrieved on an as-needed basis. When budget limits are reached, Clackamas County, Records Management and The City of Oregon City will discuss options.

Prices are to be determined from the estimated costs provided by the Clackamas County Records Manager in Attachment C.

ATTACHMENT C

CLACKAMAS COUNTY ADOPTED RATE SCHEDULE

2020/2021

ATTACHMENT C

CLACKAMAS COUNTY ESTIMATED COSTS

35mm silver microfilm processing	.44 per image
35mm vendor minimum order charge (on 35mm reels with less than 300 images)	\$100/reel
16mm jacketing	\$ 1.50/jacket
35mm jacketing	\$ 2.75/jacket
16mm Diazo Duplicate	\$ 10.50/reel
35mm Diazo Duplicate	\$ 13.65/reel
16mm Silver Duplicate	\$ 16.28/reel
35mm Silver Duplicate	\$ 19.58/reel
Polysulfide Treatment 16mm	\$ 3.20/reel
Polysulfide Treatment 35mm	\$ 6.40/reel
Records Storage	.40/per Box
Labor:	\$70.00 per hour

Kattie Riggs

Subject: City Commission Meeting August 17, 2020. Public Comment on Agenda Item 7c. Intergovernmental Agreement with Clackamas County for Records Storage Services

From: James Nicita <james.nicita@gmail.com>

Sent: Wednesday, August 19, 2020 1:12 PM

To: Kattie Riggs <kriggs@orcitem.org>; recorderteam <recorderteam@orcitem.org>

Cc: Rachel Lyles Smith <rlsmith@orcitem.org>; Rocky Smith, Jr. <rsmith@orcitem.org>; Frank O'Donnell <fodonnell@orcitem.org>; Denyse McGriff <dmcgriff@orcitem.org>; Tony Konkol <tkonkol@orcitem.org>

Subject: City Commission Meeting August 17, 2020. Public Comment on Agenda Item 7c. Intergovernmental Agreement with Clackamas County for Records Storage Services

Hi Kattie,

I write to submit comments on the above-referenced agenda item.

Thank you for your continuing stewardship of Oregon City's valuable archival collection. It is a treasure. I can recall when your predecessor Nancy Ide undertook the massive project to rescue the collection from a trailer behind the former city hall and get them into proper storage.

In the current Iron Mountain site, the archive has not been readily accessible to the public, and my comments are directed to whether the proposal for storage with the County envisions direct on-site accessibility to the public, or whether such direct public accessibility can be arranged as part of the proposal.

As one of Oregon City's amateur historians, I have come to be convinced that Oregon City's history is both more significant than we realize, and much more untold than we realize. The City's own archive is extremely valuable for telling that story, but for historians our archival collection is in some respects inaccessible.

I have become fairly adept at accessing materials on Webdrawer, including past minutes, agenda packets, ordinances, plans, etc. But those documents do not represent the full range of materials of historic significance for historians.

In my research, I have taken advantage of several archives. The Oregon Historical Society's Davies Family Research Library has professional archivists, an online catalogue, and its collection is included in a regional database called Archives West. One can go to the library and simply request documents to review on-site. Similarly, the Oregon State Archives collection is generally catalogued online, and professional archivists, and a reading room where one can request and review records.

Given the importance of our archive not just to Oregon City, but to the state and nation based on our history, it would be ideal if the archive, or at least a significant portion of the oldest and/or most historically relevant documents, could be accessed directly at the planned new site at the County; without having to burden you and your staff with Public Records Act requests and having to retrieve the documents to City Hall from an off-site location. Putting the City's catalogue of all of these documents online would assist in that process as well.

If that is not part of the plan, I wonder if alternatives might be considered. I don't know if the State Archive handles local city records; but Clackamas County itself has a large portion of its own historical archive at the facility in Salem, and I know from staff in the County Clerk's office that the Archive freely ships back archival records to the County when needed. OHS might be another alternative. The Museum of the Oregon Territory does not have professional archivists; it relies on volunteers, does not have an online catalogue of its collection, and is facing possible closure in the current uncertain times.

There may be other options, but at a minimum, I hope direct public accessibility to the archival collection if stored with Clackamas County will be an option.

Thanks again for all you do.

James Nicita
Oregon City

Citizen Comments Submitted for the Record, August 19, 2020

Agenda Item 7c. 9/19/2020 – Karin Morey, Oregon City resident, called to submit the following comment:

I support any option to providing greater direct public accessibility to the City's historical records.



CITY OF OREGON CITY

Staff Report

625 Center Street
Oregon City, OR 97045
503-657-0891

To: City Commission
From: Chief of Police Jim Band

Agenda Date: 08/19/2020

SUBJECT:

Agreement with Polar Systems for the Local and Wide Area Network Installation at the New Police Facility

STAFF RECOMMENDATION:

Authorize the City Manager to execute the agreement for the Local and Wide Area Network installation at the Police and Municipal Courts Building with Polar Systems.

EXECUTIVE SUMMARY:

The attached agreement is for the hardware and labor of the Local and Wide Area Network installation at new Police and Municipal Courts Building.

BACKGROUND:

On September 19, 2017, the voters of Oregon City authorized the issuance of bonds in the principal amount up to \$16 million to provide a new Police and Municipal Court Facility. These funds will be added to the existing Community Safety Advancement Fee (CSAF) revenues in reserve. On November 15, 2017, the City Commission approved Resolution No. 17-28 to authorize and execute the sale and issuance of the bonds and related transactions.

The City selected Polar Systems to deliver and install the local and wide area network installation at the new public safety building.

Based on Polar Systems proposal for scope of services, staff recommends that the Commission authorize the City Manager to execute the agreement for \$54,670.00 for Polar to provide and install the network system for the Police and Municipal Courts Building. Polar's price summary sheet for equipment and installation services, scope of work, and Personal Services Agreement are attached.

OPTIONS:

1. Authorize the City Manager to execute the agreement with Polar Systems
2. Deny the agreement with Polar Systems

BUDGET IMPACT:

Amount: \$54,670.50

FY(s): 2020-2021

Funding Source(s): Community Safety Advancement Fee (CSAF) Revenues, Bonds

CITY OF OREGON CITY PERSONAL SERVICES AGREEMENT

This PERSONAL SERVICES AGREEMENT ("Agreement") is entered into between the CITY OF OREGON CITY ("City") and Polar Systems, Inc. ("Consultant").

RECITALS

A. City requires services that Consultant is capable of providing under the terms and conditions hereinafter described.

B. Consultant is able and prepared to provide such services as City requires under the terms and conditions hereinafter described.

The parties agree as follows:

AGREEMENT

1. Term. The term of this Agreement shall be from the date the contract is fully executed until December 31, 2020, unless sooner terminated pursuant to provisions set forth below. However, such expiration shall not extinguish or prejudice City's right to enforce this Agreement with respect to (i) breach of any warranty; or (ii) any default or defect in Consultant's performance that has not been cured.

2. Compensation. City agrees to pay Consultant on a time-and-materials basis for the services required. Total compensation, including reimbursement for expenses incurred, shall not exceed \$54,670.50.

3. Scope of Services. Consultant's services under this Agreement shall consist of services as detailed in Exhibit A, attached hereto and by this reference incorporated herein.

4. Standard Conditions. This Agreement shall include all of the standard conditions as detailed in Exhibit B, attached hereto and by this reference incorporated herein.

5. Integration. This Agreement, along with the description of services to be performed attached as Exhibit A and the Standard Conditions to Oregon City Personal Services Agreement attached as Exhibit B, contain the entire agreement between and among the parties, integrate all the terms and conditions mentioned herein or incidental hereto, and supersede all prior written or oral discussions or agreements between the parties or their predecessors-in-interest with respect to all or any part of the subject matter hereof.

6. Notices. Any notices, reports or other documents required by this Agreement shall be sent by the parties by United States mail, postage prepaid, or personally delivered to the addresses below. All notices shall be in writing and shall be effective when delivered. If mailed, notices shall be deemed effective forty-eight (48) hours after mailing, unless sooner received. Bills and invoices may be sent by e-mail or United States mail.

To the City:

City of Oregon City
PO Box 3040
625 Center Street
Oregon City, OR 97045
Attention: City Manager

To Consultant:

Polar Systems, Inc. – West Linn
21890 Willamette Drive
West Linn, OR 97068

Consultant shall be responsible for providing the City with a current address. Either party may change the address set forth above for purposes of notices under this Agreement by providing notice to the other party in the manner set forth above.

7. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the state of Oregon without resort to any jurisdiction's conflicts of law, rules or doctrines.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers on this _____ day of _____, 20____.

CITY OF OREGON CITY

Polar Systems, Inc.

By: _____
Anthony J. Konkol, III
Title: City Manager

By: _____
Title: _____

DATED: _____, 20____.

DATED: _____, 20____.

Polar Systems, Inc. - West Linn

21890 Willamette Drive

West Linn, OR 97068

(503) 775-4410

www.polarsystems.com



Item 8a.

We have prepared a quote for you

Request for Proposal for Labor for Local and Wide Area Network Installation

QUOTE # 002548 V4

PREPARED FOR

City Of Oregon City (CORC)

PREPARED BY

Gary Points

(503) 775-4410
gpoints@polarsystems.com
www.polarsystems.com

Request for Proposal for Labor for Local and Wide Area Network Installation



Letter of Transmittal

July 23, 2020

Samra Egger
Senior Project Manager
PlanB Consultancy
segger@planbconsult.net
696 McVey Avenue Ste. 202
Lake Oswego, OR 97034

RE: Request for Proposal for Labor for Local and Wide Area Network Installation

Dear Samra:

On behalf of Polar Systems, we appreciate your inclusion of our company in the bidding process for the installation of the Local and Wide Area Network Installation for the new Robert Libke Public Safety Building, located at 1234 Linn Avenue, Oregon City, OR 97045. Polar Systems, Inc. (EIN 93-0786782) is licensed in the State of Oregon, as well as in the City of Oregon City. Polar Systems, Inc. carries the appropriate vendor and individual certifications to perform the work stated in the LAN & WAN Network Equipment Configuration and Installation RFQ issued Tuesday, July 15th, 2020.

Thank you for the opportunity to participate in the RFQ and we look forward to working with the City of Oregon City on a successful implementation.

Tim Tragesser, President
Polar Systems, Inc.

Proposer:

Polar Systems, Inc.
Tim Tragesser, President
21890 Willamette Drive
West Linn, OR 97068
ttragesser@polarsystems.com
(503)-212-2911

Signature: _____

Direct Correspondence To:

Polar Systems, Inc.
Gary Points, vCIO
21890 Willamette Drive
West Linn, OR 97068
gpoints@polarsystems.com
503-212-2915

Project Understanding

Polar Systems understands that the City of Oregon City is nearing completion and opening of their new Robert Libke Public Safety Building, slated for an opening date of Tuesday, September 8th. As such, the City has put forth this Request for Proposal (RFP) requesting firms to provide the professional services labor for the design, configuration, programming, installation, implementation and testing of newly procured WAN and LAN network hardware.

Given the stated opening date, effective and efficient project management will be paramount to ensure all key project milestones identified within the RFQ are met. COVID-19 has introduced a number of related concerns, both from a personnel standpoint, but from a technology supply chain standpoint. Obtaining possession of equipment as quickly as possible will be desired. The project hardware, software and labor should be installed and implemented per the RFQ no later than August 28th so that staff and admin training on systems assumed to be located at that location may be completed the following week and any identified issues may be corrected. Installation of any date later than August 28th could put the project in jeopardy, as this project is targeted to be closed by September 4, 2020.

As a Public Safety Building, security is not only an elevated concern, but a requirement whereby particular network data is only sent and obtained over FIPS 140-2 level encrypted connections. Polar Systems understands these concerns, having already designed and implemented such connectivity between the City of Oregon City core network at the 7th Street Fire Station and the Clackamas County network, and others. It will be imperative to fully explore the requirements for successful implementation of these services. At a fundamental level, it is understood that the new Public Safety Building network design will include a redundant pair of switches at its core, capable of supporting multiple 10Gb connections. A series of leaf, or access-layer switches, will also reside in the MDF and provide Power over Ethernet (PoE) ports to serve numerous network data connections comprised of computer workstations, Voice over IP (VoIP) phones, wireless access points, and security cameras. A single PoE enabled switch will reside in an IDF data closet to provide similar capabilities to network data locations terminated in it's location. The IDF switch will be connected to the MDF core via 10Gb fiber connections. Finally, a single PoE enabled switch will reside in an Audio / Visual Booth to provide connectivity for systems utilized by the Commission Chambers which will include various A/V equipment and dais location systems.

Polar Systems will provide the following deliverables upon successful completion of the project:

- Network Diagram developed in Microsoft Visio
- Network Rack Layout diagram, developed in Microsoft Visio
- Port Configuration Map for all switches, including VLAN memberships and IP Addressing
- Provide encryption keys and passwords for all configured devices and encrypted ports
- Exported copies of running configurations of all configured switches

Qualifications

• Qualifications of the Firm

Polar Systems, Inc., founded in 1981, and located in West Linn, OR is one of the largest IT Managed Service Providers in the Pacific Northwest working with over 200 small to medium sized business, nonprofit, and state & local municipal clients in Oregon and Southwest Washington.

Polar Systems provides consulting, design, configuration, implementation and support services in the following areas:

- Managed Network Services
- Local and Wide-Area networks
- Routing and Switching
- E-mail collaboration solutions
- Business Continuity and Disaster Recovery

- Security
- Storage and Virtualization
- Project Management

Polar Systems employs 30 staff all located in Oregon and 23 of those staff are certified technicians. Various staff members hold certifications relevant to this RFP such as CCNA (Cisco Certified Network Associate), CCENT (Cisco Certified Entry Networking Technician), and CompTIA Network+

Polar Systems is a charter member of the Microsoft Certified Partner Program, a Dell Certified Partner, a Cisco Registered Partner, and a VMware Professional VIP Partner. Other vendor partnerships include those with Ecessa, Unitrends, Sonicwall and Ruckus Wireless.

Key Company Milestones are as follows:

- 1981 – Polar Systems, Inc. was founded
- 1993 – Polar Systems, Inc. was purchased by current CEO Charlie Tragesser
- 1998 – Polar Systems, Inc. migrated from a product focused organization to a service and solution focused organization
- 2004 – Polar Systems launches Managed Service Provider offering
- 2007 – Polar Systems launches PolarStar, our branded Managed Service Provider offering
- 2008 – Polar Systems, Inc. listed on 1st MSPmentor 100 report, a distinguished list of the world's most progressive managed service providers
- 2012 – Polar Systems achieves CompTIA MSP Partners Trustmark certification
- 2013-2019 – Polar Systems honoree of MSPmentor Global Edition list of world's top 501 Managed service providers
- 2019 – Polar Systems became the first MSP in Oregon and Washington to obtain the CompTIA Security+ Trustmark

Polar Systems has performed numerous network switch implementation projects very similar to this. In fact, we have successfully completed new fiber edge and LAN access switching projects at each of the City's networked facilities over the last 2-3 years, and while the hardware may not be identical, the technical tasks are similar. We have proven our ability in configuration, deployment and successful integration of these facilities with the City's network core located at the 7th Street Fire Station.

With respect to additional government clients and/or similar projects, we completed a WAN / LAN switch implementation project in April 2020 for the City of Troutdale. This project entailed replacing several aged switches at approximately 6 fiber connected sites throughout the City of Troutdale, included core switches at their Police Department.

• Key Technical Personnel Qualifications

o Kenny Payne, Senior Network Engineer

Kenny Payne has been employed at Polar Systems for 5 years, and is a Senior Network Engineer for Polar Systems. Kenny has over 20 years of network engineering experience, having led major network design and implementation projects in a multitude of complex environments, including data centers, municipalities, and multi-national businesses. Kenny's expertise is well established and known by the City of Oregon City, as he was the lead engineer overseeing the design and performing the implementation of the current wide area network and local area network in place today. His work over the past few years has allowed the City of Oregon City to achieve enhanced performance, security, redundancy and resiliency throughout the network. Kenny has completed all CJIS related background checks, and is currently authorized for un-escorted work throughout the City and within the City of Oregon City Police Department specifically.

Kenny was the lead engineer to design and implement the WAN / LAN switch upgrade project at the City of

Troutdale mentioned above, and has done the same for multinational corporations with locations throughout the United States and in Mexico, and numerous other multi-site / multi-state business clients of Polar Systems.

- **Kim Cunningham, Project Manager**

Kim Cunningham has been employed at Polar Systems for 12 years, and is a Project Manager for Polar Systems. Kim holds the globally recognized Project Management Professional (PMP) certification, issued by the Project Management Institute, which validates her expertise in all disciplines associated with project management. Kim has been the acting Project Manager for all technical projects delivered by the Polar Systems' project team for the last 4 years. Projects she has helped see to successful completion have included large scale WAN / MPLS redesign projects, core / campus / access switch deployment projects, and server upgrade and migration projects; thus Kim is well versed in the type of tasks required to successfully manage and ensure delivery of this project for the City of Oregon City. Kim will be responsible for resource assignment, scope management, cost management, project scheduling, as well as communications plans throughout.

- **Gary Points, vCIO**

Gary Points has been employed at Polar Systems for 17 years, and is a virtual Chief Information Officer (vCIO) for Polar Systems. Gary has been the acting vCIO for the City of Oregon City for the last 5 years, working closely with the City of Oregon City IT Department during that time on various IT initiatives. Prior to Gary's roles as vCIO, he worked as a Senior Network Engineer, and also was the Professional Services Manager at Polar Systems.

- **Subcontractor Qualification**

- o Polar Systems, Inc. does not utilize subcontractors for any of it's professional services labor delivery. All services are provided by full-time employees of Polar Systems, Inc.



Project Approach and Schedule

Project Approach

Polar Systems looks forward to the design, configuration, implementation and installation of this critical new location for the City of Oregon City Police Department. If awarded this bid, we seek to finalize contracts and move into discussions with the City of Oregon City surrounding the hardware and software order process, and to understand estimated delivery dates. As mentioned previously, acquiring the hardware required for this project as early in August as possible is desired. We anticipate all hardware and software being made available to be staged at our office in West Linn, so that our Project Team may immediately begin a bench design, configuration and implementation of the Public Safety Building deployment. We intend to assign this project to Kenny Payne as the Senior Network Engineer for all design, configuration, installation and implementation. Kim Cunningham will be assigned as our Project Manager. Gary Points would continue to perform the duties of vCIO as he currently does via our IT Managed Services Agreement.

Kim Cunningham will schedule both an internal (Polar Systems only) and complete (Polar Systems and City of Oregon City) project kick-off meeting where review of project goals, resource assignment, key milestones, project schedules, budget, concerns or issues, and next steps are communicated. Given the compressed nature of this project, Kim may provide weekly or bi-weekly project status reports, as desired / requested by City of Oregon City where all of the above project management areas will be assessed. Polar Systems anticipates 15-30 minute calls for these, requiring City of Oregon City IT personnel.

Technically, Polar Systems anticipates performing the following high-level tasks to achieve successful completion of this project:

(503) 775-4410
 gpoints@polarsystems.com
 www.polarsystems.com

- Documentation of all make, model and serial number of equipment
- Installation of any Fiber SFP+ modules
- Update hardware code / firmware to latest stable General Availability releases (not latest / Beta releases)
- Assigning host names to all devices
- Affix label to all hardware, as preferred by City of Oregon City IT Department (Hostname / IP Address desired)
- Assign Static IP address, relative to IP schema requirements to all devices
- Configuration of MDF Core Switches
 - Attaching stacking cables to achieve hardware redundancy
 - Establishing routing required for connectivity to City core network at 7th Street Fire Station
 - Establish encryption for connections to 7th Street Fire Station

NOTE: Project discussion is required for this at the onset, as noted in the Additional Information section below

 - Ensure encryption is configured and routing properly for connections to Clackamas County and HSRM
- Configure of MDF Access-Layer Switches
 - Attach stacking cables to achieve hardware redundancy
 - Attach 10G cabling for uplinks to the MDF core
- Configure IDF Access-Layer Switch
 - Attach 10G cabling for uplink to MDF core
- Configure A/V Booth Switch
 - Attach 10G cabling for uplink to MDF core
- Configure VLANs and Subnet across all switches, where required to support the various VLANs identified or desired
 - VMware Stack, Phones, Servers, Workstations, Wireless, Security, as examples of possibilities
- Confirm all network connectivity (to extent possible in bench environment)
- Perform failover testing of various components
 - Stacking cables
 - Fiber uplinks
 - Redundant Power Supplies (where they exist)
 - Entire switch hardware failure for core and access-layer
- Affix labels to all fiber cabling
 - Two labels, one indicating port of directly attached device and one indicating switch and port of remote connected device
- Save all final running configurations to startup configurations as applicable
- Export and save all configurations to backed up network location at Polar Systems, and provide to City of Oregon City IT Staff
- Upon successful validation, re-package equipment and stage for delivery and installation at City of Oregon City
- Installation of network switch equipment in existing 2-post or 4-post racks at appropriate MDF, IDF and A/V locations
- Re-establish network cabling connectivity
- Connect equipment to power, noting divergent power sources for equipment spec'd with redundant power supply units
- Power equipment on
- Execute network connectivity testing plan
- Validate network connectivity testing with City of Oregon City IT Staff for approval of functionality
- Create all network documentation deliverables as previously stated, updating any previously provided documentation for City of Oregon City IT Staff as necessary

Estimated High-Level Project Schedule:

July 23, 2020	Polar Systems to submit RFP Response
July 24 - 28, 2020	RFP Award and Contract Execution
TBD	OPTIONAL: Hardware and Software order placed

- ~ July 29 - August 9 Phase I: Design & Planning
- ~ August 10 - 19, 2020 Phase I: Off-Site: Hardware programming and configuration
- ~ August 20 - 28, 2020 Phase II: On-Site: Hardware Installation and Testing
- September 4, 2020 Project Acceptance and Closure



Additional Information

Polar Systems is the current outsourced IT Managed Services Provider for the City of Oregon City, and is responsible for the ongoing maintenance, operations, and support of the City's wide area and local area network, as well as the physical and virtual server infrastructure. This relationship has been in place for the last 7 years, and over this time Polar Systems has performed numerous successful networking projects for the City. Polar Systems has provided CIO-level strategic guidance, network design, and network programming and implementation services which have helped the City realize enhanced performance, security, redundancy and reliability throughout their network.

For this particular project, the staff which are assumed to acquire CJIS clearance and authorization is already in place with Polar Systems' staff.

As a result of our long-standing IT support relationship with the City of Oregon City, Polar Systems has an immense amount of institutional and technical knowledge and documentation which other firms simply could not possess. We feel this will allow us to perform much more efficiently than firms without this relationship.

One of the items which Polar Systems did want to discuss, if awarded the RFQ, surrounds the statements of FIPS 140-2 level encryption on switch ports. Given Polar Systems' prior discussions with the City of Oregon City regarding this requirement, it is understood that at minimum this will be required between the MDF WAN switches and the City of Oregon City network core. Based upon the network equipment list identified within the RFQ, we have some concerns that additional hardware, not currently accounted for, would be required in order to successfully implement this. At minimum, further discussion to gain a greater understanding of the anticipated implementation the City had in mind with the hardware list provided would be necessary.

A second item which Polar Systems would be interested in discussing at greater length would be whether the MDF Core switch 10GE hardware port density was chosen with any long-term goals in mind. It is unclear from the RFQ whether the hardware list was built with long-term design in mind of being capable, in and of itself, as being a new "core" for the City of Oregon City network. In other words, assuming the network core was relocated from the existing 7th Street Fire Department to the new Robert Libke Public Safety Building. If this is not the case, then further discussion might be warranted to at least better understand the City's design intentions with the (16) 10GE ports, if for anything other than redundant 10Gb uplink from the MDF Access, IDF and A/V room leaf switches.

Finally, Polar Systems has provided an alternate quotation which is as close to a match from vendor-to-vendor for hardware specs, but ultimately which achieve similar understood design goals as that provided within the RFQ. The City of Oregon City has standardized at all City facilities on Dell Technologies switching hardware, which has proven over time to have met the City's needs and provided extremely high levels of up time. In terms of ensuring CJIS compliance, FIPS 140-2 level certifications would be made available for any hardware where this was implemented. To date, the State of Oregon CJIS Auditor has performed their audit as recently as 2019, and while certain portions of the network were identified as needing to be addressed for FIPS 140-2 encryption, there were no concerns or issues reported suggesting the Dell Technologies hardware in place today does not meet the requirements.

(503) 775-4410
 gpoints@polarsystems.com
 www.polarsystems.com

3.7 Cost Schedule

Description	Price	Qty	Ext. Price
Phase I: Network Design, Configuration and Programming			
Professional Services - Regular Business Hours - Time & Materials Network Engineer Services	\$200.00	32	\$6,400.00
Discount: Less 10% per PolarStar Contract for Professional Services	(\$20.00)	32	(\$640.00)
Phase I: Project Management			
Professional Services - Project Management - Time & Materials	\$185.00	3	\$555.00
Discount: Less 10% per PolarStar Contract for Professional Services	(\$18.50)	3	(\$55.50)
Phase II: Installation, Test, Troubleshoot and Validate			
Professional Services - Regular Business Hours - Time & Materials Network Engineer Services	\$200.00	20	\$4,000.00
Discount: Less 10% per PolarStar Contract for Professional Services	(\$20.00)	20	(\$400.00)
Professional Services - Extended Hours - Time & Materials Network Engineer Services	\$300.00	4	\$1,200.00
Discount: Less 10% per PolarStar Contract for Professional Services	(\$30.00)	4	(\$120.00)
Project Management			
Professional Services - Project Management - Time & Materials	\$185.00	4	\$740.00
Discount: Less 10% per PolarStar Contract for Professional Services	(\$18.50)	4	(\$74.00)
Subtotal			\$11,605.50

Hardware

Description	Price	Qty	Ext. Price
MDF - WAN Equipment			

(503) 775-4410
 gpoints@polarsystems.com
 www.polarsystems.com

Hardware

Description	Price	Qty	Ext. Price
PowerSwitch S4112F-ON - L3 Dual Core Dell EMC Switch S4112F, 12 x 10GbE SFP+, 3 x 100GbE QSFP28, IO to FAN, 2 x AC PSU, OS10 OS10 Enterprise, S4112F Dell Networking Dual Tray, one Rack Unit, 4-post rack only, S4112 Dell Networking, Cable, QSFP+ to QSFP+, 40GbE Passive Copper Direct Attach Cable, 0.5 m (2) Power Cord, 125V, 15A, 10 Feet, NEMA 5-15/C13 3 Year, ProSupport Mission Critical: 7x24 HW/SW Technical Support and Assistance 3 Year, ProSupport Mission Critical: 4-Hour, 7x24 Onsite Service with Emergency Dispatch	\$4,180.00	2	\$8,360.00
Dell EMC Switch N3048ET-ON Dell EMC N3048ET-ON Switch, 48x 1GbT, 2x SFP+ 10GbE, 2x GbE SFP combo ports, L3, Stacking, IO to PSU air, 1x AC PSU PowerSupply, 200w, Hot Swap, with V-Lock, adds redundancy to non-PoE N3000 series switches Stacking Cable, for Dell Networking N2000/N3000/S3100 series switches (no cross-series stack), 1m Dell Networking, Cable, SFP+ to SFP+, 10GbE, Copper Twinax Direct Attach Cable, 1 Meter (2) Power Cord, 125V, 15A, 10 Feet, NEMA 5-15/C13 Dell Hardware Limited Warranty Lifetime Limited Hardware Warranty with Basic Hardware Service Next Business Day Parts Only on Your Network Switch 3 Year, Mission Critical ProSupport: 4-Hour 7x24 On-Site Service with Emergency Dispatch 3 Year, Mission Critical ProSupport: 7x24 HW/SW Tech Support and Assistance	\$2,690.00	2	\$5,380.00
MDF - LAN Equipment			

(503) 775-4410
 gpoints@polarsystems.com
 www.polarsystems.com

Hardware

Description	Price	Qty	Ext. Price
Dell EMC Switch N3048EP-ON Dell EMC N3048EP-ON Switch, POE+, 48x 1GbT,2x SFP+ 10GbE,2 x GbE SFP combo ports,L3,Stacking,IO to PSU air,1x AC PSU Stacking Cable, for Dell Networking N2000/N3000/S3100 series switches (no cross-series stack), 1m Dell Networking, Cable, SFP+ to SFP+, 10GbE, Copper Twinax Direct Attach Cable, 1 Meter Power Supply, 1100w, Hot Swap, Required for more than 900w of PoE+, or for redundancy (2) Power Cord, 125V, 13A, 6 Feet, C15 to NEMA 5-15P Dell Hardware Limited Warranty Lifetime Limited Hardware Warranty with Basic Hardware Service Next Business Day Parts Only on Your Network Switch 3 Year, ProSupport Mission Critical: 4-Hour, 7x24 On-Site Service with Emergency Dispatch 3 Year, ProSupport Mission Critical: 7x24 HW / SW Tech Support and Assistance	\$3,405.00	4	\$13,620.00
IDF			
Dell EMC Switch N3048EP-ON Dell EMC N3048EP-ON Switch, POE+, 48x 1GbT,2x SFP+ 10GbE,2 x GbE SFP combo ports,L3,Stacking,IO to PSU air,1x AC PSU (2) Dell Networking, Transceiver, SFP+, 10GbE, USR, 850nm, 100M Reach on OM3 MMF, 25m on OM2 MMF, LC Power Supply, 1100w, Hot Swap, Required for more than 900w of PoE+, or for redundancy (2) Power Cord, 125V, 13A, 6 Feet, C15 to NEMA 5-15P Dell Hardware Limited Warranty Lifetime Limited Hardware Warranty with Basic Hardware Service Next Business Day Parts Only on Your Network Switch 3 Year, Mission Critical ProSupport: 4-Hour 7x24 On-Site Service with Emergency Dispatch 3 Year, Mission Critical ProSupport: 7x24 HW / SW Tech Support and Assistance	\$3,410.00	1	\$3,410.00
A/V Room			

(503) 775-4410
 gpoints@polarsystems.com
 www.polarsystems.com

Hardware

Description	Price	Qty	Ext. Price
Dell EMC Switch N3048EP-ON Dell EMC N3048EP-ON Switch, POE+, 48x 1GbT,2x SFP+ 10GbE,2 x GbE SFP combo ports,L3,Stacking,IO to PSU air,1x AC PSU (2) Dell Networking, Transceiver, SFP+, 10GbE, USR, 850nm, 100M Reach on OM3 MMF, 25m on OM2 MMF, LC Power Supply, 1100w, Hot Swap, Required for more than 900w of PoE+, or for redundancy (2) Power Cord, 125V, 13A, 6 Feet, C15 to NEMA 5-15P Dell Hardware Limited Warranty Lifetime Limited Hardware Warranty with Basic Hardware Service Next Business Day Parts Only on Your Network Switch 3 Year, Mission Critical ProSupport: 4-Hour 7x24 On-Site Service with Emergency Dispatch 3 Year, Mission Critical ProSupport: 7x24 HW / SW Tech Support and Assistance	\$3,410.00	1	\$3,410.00
Subtotal			\$34,180.00

Change Order - Hardware

Description	Price	Qty	Ext. Price
IDF-2			
Dell EMC Switch N3048EP-ON Dell EMC N3048EP-ON Switch, POE+, 48x 1GbT,2x SFP+ 10GbE,2 x GbE SFP combo ports,L3,Stacking,IO to PSU air,1x AC PSU Stacking Cable, for Dell Networking N2000/N3000/S3100 series switches, 0.5m (2) Dell Networking, Transceiver, SFP+, 10GbE, USR, 850nm, 100M Reach on OM3 MMF, 25m on OM2 MMF, LC Power Supply, 1100w, Hot Swap, Required for more than 900w of PoE+, or for redundancy (2) Power Cord, 125V, 13A, 6 Feet, C15 to NEMA 5-15P Dell Hardware Limited Warranty Lifetime Limited Hardware Warranty with Basic Hardware Service Next Business Day Parts Only on Your Network Switch 3 Year, Mission Critical ProSupport: 4-Hour 7x24 On-Site Service with Emergency Dispatch 3 Year, Mission Critical ProSupport: 7x24 HW / SW Tech Support and Assistance	\$3,420.00	2	\$6,840.00
Subtotal			\$6,840.00

Change Order - Professional Services

Description	Price	Qty	Ext. Price
Change Order: IDF-2 Professional Services			

(503) 775-4410
gpoints@polarsystems.com
www.polarsystems.com

Change Order - Professional Services

Description	Price	Qty	Ext. Price
Professional Services - Regular Business Hours - Time & Materials Network Engineer Services	\$200.00	8	\$1,600.00
Discount: Less 10% per PolarStar Contract for Professional Services	(\$20.00)	8	(\$160.00)
Change Order: IDF-2 Project Management			
Professional Services - Project Management - Time & Materials	\$185.00	2	\$370.00
Discount: Less 10% per PolarStar Contract for Professional Services	(\$18.50)	2	(\$37.00)
Subtotal			\$1,773.00

(503) 775-4410
 gpoints@polarsystems.com
 www.polarsystems.com

Request for Proposal for Labor for Local and Wide Area Network Installation

Prepared by:

Polar Systems, Inc. - West Linn
 Gary Points
 (503) 775-4410 x130
 gpoints@polarsystems.com

Prepared for:

City Of Oregon City (CORC)
 625 Center St
 Oregon City, OR 97045
 DAVID KNOLL
 (503) 496-1557
 dknoll@ci.oregon-city.or.us

Quote Information:

Quote #: 002548
 Version: 4
 Delivery Date: 08/06/2020
 Expiration Date: 08/20/2020

Quote Summary

Description	Amount
3.7 Cost Schedule	\$11,605.50
Hardware	\$34,180.00
Change Order - Hardware	\$6,840.00
Change Order - Professional Services	\$1,773.00
Subtotal:	\$54,398.50
Tax:	\$272.00
Total:	\$54,670.50

Extended Hours service rates are 1.5 times the applicable rates, portal to portal. After Hours service rates are 2.0 times the applicable rates, portal to portal

Professional Services - Polar System requires a 50% pre-payment on fixed fee service or 50% retainer on estimated time & materials service upon acceptance of the proposal.

Product - Polar Systems requires a 50% deposit on the product upon acceptance of the proposal with the balance to be paid on receipt of final invoice. Sales Tax and Shipping and handling is not reflected in this proposal. A 3% surcharge will be added for payment by credit card.

(503) 775-4410
gpoints@polarsystems.com
www.polarsystems.com

Polar Systems, Inc. - West Linn

Signature: _____
Name: Gary Points
Title: vCIO
Date: 08/06/2020

City Of Oregon City (CORG)

Signature: 
Name: DAVID KNOLL
Initials: DLK
Date: 8/6/2020 1:44:39 PM
IP Address: 198.236.193.98
Email Address: dknoll@orcite.org
PO Number: TBD

**STANDARD CONDITIONS TO OREGON CITY
PERSONAL SERVICES AGREEMENT**

Item 8a.

1. Consultant Identification. Consultant shall furnish to City its taxpayer identification number, as designated by the Internal Revenue Service, or Consultant's social security number, as City deems applicable.

2. Payment.

(a) Invoices submitted in connection with this Agreement shall be properly documented and shall identify the pertinent agreement and/or purchase order numbers.

(b) City agrees to pay Consultant within thirty (30) days after receipt of Consultant's itemized statement. Amounts disputed by City may be withheld pending settlement.

(c) City certifies that sufficient funds are available and authorized for expenditure to finance the cost of the services to be provided pursuant to this Agreement.

(d) City shall not pay any amount in excess of the compensation amounts set forth in this Agreement, nor shall City pay Consultant any fees or costs that City reasonably disputes.

3. Independent Contractor Status.

(a) Consultant is an independent contractor and is free from direction and control over the means and manner of providing labor or services, subject only to the specifications of the desired results.

(b) Consultant represents that it is customarily engaged in an independently established business and is licensed under ORS chapter 671 or 701, if the services provided require such a license. Consultant maintains a business location that is separate from the offices of the City and bears the risk of loss related to the business as demonstrated by the fixed price nature of the contract, requirement to fix defective work, warranties provided and indemnification and insurance provisions of this Agreement. Consultant provides services for two or more persons within a 12 month period or routinely engages in advertising, solicitation or other marketing efforts. Consultant makes a significant investment in the business by purchasing tools or equipment, premises or licenses, certificates or specialized training and

Consultant has the authority to hire or fire persons to provide or assist in providing the services required under this Agreement.

(c) Consultant is responsible for obtaining all assumed business registrations or professional occupation licenses required by state or local law (including applicable City or Metro business licenses as per Oregon City Municipal Code Chapter 5.04). Consultant shall furnish the tools or equipment necessary for the contracted labor or services. Consultant agrees and certifies that:

(d) Consultant is not eligible for any federal social security or unemployment insurance payments. Consultant is not eligible for any PERS or workers' compensation benefits from compensation or payments made to Consultant under this Agreement.

(e) Consultant agrees and certifies that it is licensed to do business in the State of Oregon and that, if Consultant is a corporation, it is in good standing within the State of Oregon.

4. Early Termination.

(a) This Agreement may be terminated without cause prior to the expiration of the agreed-upon term by mutual written consent of the parties or by the City upon ten (10) days written notice to the Consultant, delivered by certified mail, email, or in person.

(b) Upon receipt of notice of early termination, Consultant shall immediately cease work and submit a final statement of services for all services performed and expenses incurred since the date of the last statement of services.

(c) Any early termination of this Agreement shall be without prejudice to any obligation or liabilities of either party already accrued prior to such termination.

(d) The rights and remedies of the City provided in this Agreement and relating to defaults by Consultant shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

5. No Third-Party Beneficiaries. City and

**STANDARD CONDITIONS TO OREGON CITY
PERSONAL SERVICES AGREEMENT**

Item 8a.

Consultant are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any benefit or right, whether directly or indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

6. Payment of Laborers; Payment of Taxes.

(a) Consultant shall:

(i) Make payment promptly, as due, to all persons supplying to Consultant labor and materials for the prosecution of the services to be provided pursuant to this Agreement.

(ii) Pay all contributions or amounts due to the State Accident Insurance Fund incurred in the performance of this Agreement.

(iii) Not permit any lien or claim to be filed or prosecuted against the City on account of any labor or materials furnished.

(iv) Be responsible for all federal, state, and local taxes applicable to any compensation or payments paid to Consultant under this Agreement and, unless Consultant is subject to back-up withholding, the City will not withhold from such compensation or payments any amount(s) to cover Consultant's federal or state tax obligation.

(v) Pay all employees at least time and one-half for all overtime worked in excess of forty (40) hours in any one week, except for individuals excluded under ORS 653.100 to 653.261 or under 29 U.S.C. §§ 201 to 209 from receiving overtime.

(b) If the Consultant fails, neglects or refuses to make prompt payment of any claim for labor or services furnished by any person in connection with this Agreement as such claim becomes due, the City may pay such claim to the person furnishing the labor or services and shall charge the amount of the payment against funds due or to become due to the Consultant by reason of this Agreement.

(c) The payment of a claim in this manner

shall not relieve Consultant or Consultant's surety from obligation with respect to any unpaid claims.

(d) Consultant and subconsultants, if any, are subject employers under the Oregon workers' compensation law and shall comply with ORS 656.017, which requires provision of workers' compensation coverage for all workers.

7. Subconsultants and Assignment.

Consultant shall neither subcontract any of the work, nor assign any rights acquired hereunder, without obtaining prior written approval from the City. The City, by this Agreement, incurs no liability to third persons for payment of any compensation provided herein to the Consultant.

8. Access to Records. City shall have access to all books, documents, papers and records of Consultant that are pertinent to this Agreement for the purpose of making audits, examinations, excerpts and transcripts.

9. Ownership of Work Product; License. All work products of Consultant that result from this Agreement (the "Work Products") are the exclusive property of City. In addition, if any of the Work Products contain intellectual property of Consultant that is or could be protected by federal copyright, patent, or trademark laws, or state trade secret laws, Consultant hereby grants City a perpetual, royalty-free, fully paid, nonexclusive and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, use and re-use, in whole or in part (and to authorize others to do so), all such Work Products and any other information, designs, plans, or works provided or delivered to City or produced by Consultant under this Agreement. The parties expressly agree that all works produced (including, but not limited to, any taped or recorded items) pursuant to this Agreement are works specially commissioned by City, and that any and all such works shall be works made for hire in which all rights and copyrights belong exclusively to City. Consultant shall not publish, republish, display or otherwise use any work or Work Products resulting from this Agreement without the prior written agreement of City.

10. Compliance With Applicable Law.

Consultant shall comply with all federal, state, and

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT (4/2017)

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STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

Item 8a.

local laws and ordinances applicable to the services to be performed pursuant to this Agreement, including, without limitation, the provisions of ORS 279B.220, 279C.515, 279B.235, 279B.230 and 279B.270. Without limiting the generality of the foregoing, Consultant expressly agrees to comply with (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans With Disabilities Act of 1990 (Pub. L No. 101-336), ORS 659.425, and all regulations and administrative rules established pursuant to those laws; and (iv) all other applicable requirements of federal and state civil rights and rehabilitation and other applicable statutes, rules and regulations.

11. Professional Standards. Consultant shall be responsible, to the level of competency presently maintained by others practicing in the same type of services in City's community, for the professional and technical soundness, accuracy and adequacy of all services and materials furnished under this authorization.

12. Modification, Supplements or Amendments. No modification, change, supplement or amendment of the provisions of this Agreement shall be valid unless it is in writing and signed by the parties hereto.

13. Indemnity and Insurance.

(a) Indemnity. Consultant acknowledges responsibility for liability arising out of Consultant's negligent performance of this Agreement and shall hold City, its officers, agents, Consultants, and employees harmless from, and indemnify them for, any and all liability, settlements, loss, costs, and expenses, including attorney fees, in connection with any action, suit, or claim caused or alleged to be caused by the negligent acts, omissions, activities or services by Consultant, or the agents, Consultants or employees of Consultant provided pursuant to this Agreement.

(b) Workers' Compensation Coverage. Consultant certifies that Consultant has qualified for workers' compensation as required by the State of Oregon. Consultant shall provide the Owner, within ten (10) days after execution of this Agreement, a certificate of insurance evidencing coverage of all subject workers under Oregon's

workers' compensation statutes. The insurance certificate and policy shall indicate that the policy shall not be terminated by the insurance carrier without thirty (30) days' advance written notice to City. All agents or Consultants of Consultant shall maintain such insurance.

(c) Comprehensive, General, and Automobile Insurance. Consultant shall maintain comprehensive general and automobile liability insurance for protection of Consultant and City and for their directors, officers, agents, and employees, insuring against liability for damages because of personal injury, bodily injury, death, and broad-form property damage, including loss of use, and occurring as a result of, or in any way related to, Consultant's operation, each in an amount not less than \$2,000,000 combined, single-limit, per-occurrence with a \$4,000,000 annual aggregate. Such insurance shall name City as an additional insured, with the stipulation that this insurance, as to the interest of City, shall not be invalidated by any act or neglect or breach of this Agreement by Consultant.

(d) Errors and Omissions Insurance. Consultant shall provide City with evidence of professional errors and omissions liability insurance for the protection of Consultant and its employees, insuring against bodily injury and property damage arising out of Consultant's negligent acts, omissions, activities or services in an amount not less than \$500,000 combined, single limit. Consultant shall maintain in force such coverage for not less than three (3) years following completion of the project. Such insurance shall include contractual liability.

Within ten (10) days after the execution of this Agreement, Consultant shall furnish City a certificate evidencing the dates, amounts, and types of insurance that have been procured pursuant to this Agreement. Consultant will provide for not less than thirty (30) days' written notice to City before the policies may be revised, canceled, or allowed to expire. Consultant shall not alter the terms of any policy without prior written authorization from City. The provisions of this subsection apply fully to Consultant and its Consultants and agents.

14. Legal Expenses. In the event legal action is

**STANDARD CONDITIONS TO OREGON CITY
PERSONAL SERVICES AGREEMENT**

Item 8a.

brought by City or Consultant against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for attorney fees, costs, and expenses as may be set by a court. "Legal action" shall include matters subject to arbitration and appeals.

15. Severability. The parties agree that, if any term or provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected.

16. Number and Gender. In this Agreement, the masculine, feminine or neuter gender, and the singular or plural number, shall be deemed to include the others or other whenever the context so requires.

17. Captions and Headings. The captions and headings of this Agreement are for convenience only and shall not be construed or referred to in resolving questions of interpretation or construction.

18. Hierarchy. The conditions contained in this document are applicable to every Personal Services Agreement entered into by the City of Oregon City in the absence of contrary provisions. To the extent there is a conflict, the terms of the Personal Services Agreement will control over the terms of the standard conditions. To the extent there is a conflict between the terms of the standard conditions and any other document, including the scope of services, the terms of the standard conditions shall control those other terms.

19. Calculation of Time. 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, the period shall be extended to include the next day that is not a Saturday, Sunday or legal holiday.

20. Notices. Any notices, bills, invoices, reports or other documents required by this Agreement shall be sent by the parties by United States mail, postage prepaid, or personally

delivered to the addresses listed in the Agreement attached hereto. All notices shall be in writing and shall be effective when delivered. If mailed, notices shall be deemed effective forty-eight (48) hours after mailing, unless sooner received.

21. Nonwaiver. The failure of City to insist upon or enforce strict performance by Consultant of any of the terms of this Agreement or to exercise any rights hereunder shall not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon such terms or rights of any future occasion.

22. Information and Reports. Consultant shall, at such time and in such form as City may require, furnish such periodic reports concerning the status of the project, such statements, certificates, approvals, and copies of proposed and executed plans and claims, and other information relative to the project as may be requested by City. Consultant shall furnish City, upon request, with copies of all documents and other materials prepared or developed in relation with or as a part of the project. Working papers prepared in conjunction with the project are the property of City, but shall remain with Consultant. Copies as requested shall be provided free of cost to City.

23. City's Responsibilities. City shall furnish Consultant with all available necessary information, data, and materials pertinent to the execution of this Agreement. City shall cooperate with Consultant in carrying out the work herein and shall provide adequate staff for liaison with Consultant.

24. Arbitration.

All disputes arising out of or under this Agreement shall be timely submitted to nonbinding mediation prior to commencement of any other legal proceedings. The subsequent measures apply if disputes cannot be settled in this manner.

(a) Any dispute arising out of or under this Agreement shall be determined by binding arbitration.

(b) The party desiring such arbitration shall give written notice to that effect to the other party and shall in such notice appoint a disinterested

**STANDARD CONDITIONS TO OREGON CITY
PERSONAL SERVICES AGREEMENT**

Item 8a.

person of recognized competence in the field as arbitrator on its behalf. Within fifteen (15) days thereafter, the other party may, by written notice to the original party, appoint a second disinterested person of recognized competence as arbitrator on its behalf. The arbitrators thus appointed shall appoint a third disinterested person of recognized competence, and the three arbitrators shall, as promptly as possible, determine such matter, provided, however, that:

(i) If the second arbitrator is not appointed as described above, then the first arbitrator shall proceed to determine such matter; and

(ii) If the two arbitrators appointed by the parties are unable to agree, within fifteen (15) days after the second arbitrator is appointed, on the appointment of a third arbitrator, they shall give written notice of such failure to agree to the parties and, if the parties fail to agree on the selection of the third arbitrator within fifteen (15) days after the arbitrators appointed by the parties give notice, then, within ten (10) days thereafter, either of the parties, on written notice to the other party, may request such appointment by the presiding judge of the Clackamas County Circuit Court.

(c) Each party shall each be entitled to present evidence and argument to the arbitrators. The determination of the majority of the arbitrators or the sole arbitrator, as the case may be, shall be conclusive on the parties, and judgment on the same may be entered in any court having jurisdiction over the parties. The arbitrators or the sole arbitrator, as the case may be, shall give written notice to the parties, stating the arbitration determination, and shall furnish to

each party a signed copy of such determination. Arbitration proceedings shall be conducted pursuant to ORS 33.210 et seq. and the rules of the American Arbitration Association, except as provided otherwise.

(d) Each party shall pay the fees and expenses of the arbitrator appointed by such party and one-half of the fees and expenses of the third arbitrator, if any.

25. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the state of Oregon without resort to any jurisdiction's conflicts of law, rules or doctrines.



CITY OF OREGON CITY

Staff Report

625 Center Street
Oregon City, OR 97045
503-657-0891

To: City Commission
From: Chief of Police Jim Band

Agenda Date: 08/19/2020

SUBJECT:

Agreement with Klasstech AV Services for Audio, Video, and Control Systems and Installation at the New Police Facility

STAFF RECOMMENDATION:

Authorize the City Manager to execute the agreement for the Audio, Visual, and Control Systems and installation at the Police and Municipal Courts Building with Klasstech AV Services.

EXECUTIVE SUMMARY:

The attached agreement is for the audio, visual, and control services in the Commission Chambers/Courtroom and Police Department areas of the new Police and Municipal Courts Building

BACKGROUND:

On September 19, 2017, the voters of Oregon City authorized the issuance of bonds in the principal amount up to \$16 million to provide a new Police and Municipal Court Facility. These funds will be added to the existing Community Safety Advancement Fee (CSAF) revenues in reserve. On November 15, 2017, the City Commission approved Resolution No. 17-28 to authorize and execute the sale and issuance of the bonds and related transactions.

The City selected Klasstech AV Services to deliver and install the audio, visual, and control systems in the new Commission Chambers/Courtroom and in Police Department areas of the new public safety building.

Based on Klasstech AV Services proposal for scope of services, staff recommends that the Commission authorize the City Manager to execute the agreement for \$115,170.00 for Klasstech to provide and install the AV system and controls for the Police and Municipal Courts Building. Klasstech's price summary sheet for equipment and installation services, scope of work, and Personal Services Agreement are attached.

OPTIONS:

1. Approve agreement.
2. Deny agreement.

BUDGET IMPACT:

Amount: \$115,170.00

FY(s): 2020-2021

Funding Source(s): Community Safety Advancement Fee (CSAF) Revenues, Bonds

CITY OF OREGON CITY PERSONAL SERVICES AGREEMENT

City of Oregon Police Department Robert Libke Public Safety Building

This PERSONAL SERVICES AGREEMENT ("Agreement") is entered into between the CITY OF OREGON CITY ("City") and Klasstech AV Services ("Consultant").

RECITALS

A. City requires services that Consultant is capable of providing under the terms and conditions hereinafter described.

B. Consultant is able and prepared to provide such services as City requires under the terms and conditions hereinafter described.

The parties agree as follows:

AGREEMENT

1. Term. The term of this Agreement shall be from the date the contract is fully executed until December 31, 2020 unless sooner terminated pursuant to provisions set forth below. However, such expiration shall not extinguish or prejudice City's right to enforce this Agreement with respect to (i) breach of any warranty; or (ii) any default or defect in Consultant's performance that has not been cured.

2. Compensation. City agrees to pay Consultant on a time-and-materials basis for the services required. Total compensation, including reimbursement for expenses incurred, shall not exceed **One Hundred Fifteen Thousand One Hundred Seventy and 00/100 dollars (\$115,170.00)**.

3. Scope of Services. Consultant's services under this Agreement shall consist of services as detailed in Exhibit A, attached hereto and by this reference incorporated herein.

4. Standard Conditions. This Agreement shall include all of the standard conditions as detailed in Exhibit B, attached hereto and by this reference incorporated herein.

5. Schedule. The components of the project described in the Scope of Services shall be completed according to Term, above.

6. Integration. This Agreement, along with the description of services to be performed attached as Exhibit A and the Standard Conditions to Oregon City Personal Services Agreement attached as Exhibit B, contain the entire agreement between and among the parties, integrate all the terms and conditions mentioned herein or incidental hereto, and supersede all prior written or oral discussions or agreements between the parties or their predecessors-in-interest with respect to all or any part of the subject matter hereof.

7. Notices. Any notices, bills, invoices, reports or other documents required by this Agreement shall be sent by the parties by United States mail, by hand delivery or by electronic means. All notices shall be in writing and shall be effective when delivered. If mailed, notices shall be deemed effective forty-eight (48) hours after mailing, unless sooner received.

To the City:

City of Oregon City
PO Box 3040
625 Center Street
Oregon City, OR 97045
Attention: City Manager

To Consultant:

Klasstech AV Services
7721 SW Cirrus Drive, Space 30c
Beaverton, OR 97008

Consultant shall be responsible for providing the City with a current address. Either party may change the address set forth above for purposes of notices under this Agreement by providing notice to the other party in the manner set forth above.

7. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the state of Oregon without resort to any jurisdiction's conflicts of law, rules or doctrines.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers on this _____ day of _____, 20____.

CITY OF OREGON CITY

KLASSTECH AV SERVICES

By: _____
Anthony J. Konkol, III
Title: City Manager

By: _____
Title: _____

DATED: _____, 20____.

DATED: _____, 20____.

By: _____
Jim Band
Title: Chief of Police

APPROVED AS TO LEGAL SUFFICIENCY:

By: _____
City Attorney

OCPD AV Installation

Exhibit A

Prepared for:

PLANB
CONSULTANCY

Prepared by:



AV Services

7721 SW Cirrus Dr.
Space 30c
Beaverton, OR
97008
503-702-3030
CCB#195268

Oregon City PD
Council Chambers Re-Vamp
Parts and Labor Estimate
July 23rd, 2020



7721 SW Cirrus Drive Space 30c
Beaverton, OR 97008
503-702-3030

AV Services
CCB#195268

VIDEO SYSTEM

	DESCRIPTION	BRAND	MODEL	#	PRICE	EXT
VS						
1	70" Flat Screen	LG	70UK	5	1,300.00	\$ 6,500.00
2	50" Flat Screen Monitor	LG	50UK	2	600.00	1,200.00
3	Mount for 70"	Peerless	TBD	5	216.00	1,080.00
4	Mount for 50"	Peerless	TBD	2	216.00	432.00
5	6' HDMI Cables	Liberty	E-HDSEM-M-02	7	18.60	130.20
6	33' HDMI Cables	Liberty	E-HDSEM-M-10	7	87.40	611.80
7	6' VGA Cable With Audio	Liberty	E-MVGAM-M-6	4	19.00	76.00
8	HDMI to SDI Converter (Switcher to TV)	APPENTEK	DA-HDTV-SDI	1	720.00	720.00
9	Cut In floor Box, 4" deep	FSR	FL-600P-4-B	4	220.50	882.00
10	Top for cut in floor box	FSR	FL-600P-BLP-C	4	562.50	2,250.00
11	Custom Clerk Panel	Panel Crafters	WQ368341	4	110.30	441.20
12	1x8 HDMI DA	Crestron	DA8-4KZ-E	1	600.00	600.00
13	Dias Monitors	TBD	TBD	7	Owner	Provide
						\$ 14,923.20

PROGRAM AUDIO SYSTEM

	DESCRIPTION	BRAND	MODEL	#	PRICE	EXT
PA						
1	Mic Mixer/Phone Hybrid	Crestron	1283	2	2,400.00	\$ 4,800.00
2	18" Goose Neck Table Top Mic	Shure	MX418D/C	17	252.00	4,284.00
3	Wireless Hand Held /LAV System	Shure	SLX124/85/SM58-H5	4	771.00	3,084.00
4	Wireless Mic Distribution	Shure	UA844SWB	1	425.80	425.80
5	1/2 Wave Antennas	Shure	UA820D	2	25.60	51.20
6	Audio Amplifier	Ashley	TBD	1	1,560.00	1,560.00
7	Digital Audio Recorder	Denon	DN-700R	1	924.00	924.00
8	Compact Line Array/House Speaker	QSC	AD-S6t-WH	6	238.80	1,432.80
9	Dias Monitors	Soundtube	SM400i-WH	2	127.20	254.40
10	72 mhz ADA Receivers	Gentner	910-402-003	4	81.60	326.40
						\$ 17,142.60

Oregon City PD
Council Chambers Re-Vamp
Parts and Labor Estimate
July 23rd, 2020



AV Services
CCB#195268

7721 SW Cirrus Drive Space 30c
Beaverton, OR 97008
503-702-3030

CONTROL SYSTEM

	DESCRIPTION	BRAND	MODEL	#	PRICE	EXT
CS						
1	Digital System Switcher	Crestron	DM-MD 16x16	1	5,160.00	\$ 5,160.00
2	4K HDMI Input Card	Crestron	DMC-4K-HD	6	600.00	3,600.00
3	DM Input Cards	Crestron	DMC-C	2	660.00	1,320.00
4	HD-SDI Input Card	Crestron	DMC-SDI	1	720.00	720.00
5	DM Output Cards	Crestron	DMC-4K-CO-HD	3	960.00	2,880.00
6	PoE Power Injector	Crestron	DM-PSU-16	2	1,050.00	2,100.00
7	DM HDMI/VGA Baluns	Crestron	DM-TX-201-C	2	780.00	1,560.00
8	Mainframe Processor	Crestron	CP-3	1	1,080.00	1,080.00
9	HMDI DA and Audio De-Embedder	Crestron	HD-DA-2	1	300.00	300.00
10	Remote System Baluns	Crestron	DM-RMC-100-C	6	540.00	3,240.00
11	iPad Cradle	Peerless	PTM-400	1	48.00	48.00
12	Access Point	Luxxl	TBD	1	252.00	252.00
						\$ 22,260.00

Oregon City PD
Council Chambers Re-Vamp
Parts and Labor Estimate
July 23rd, 2020



AV Services
CCB#195268

7721 SW Cirrus Drive Space 30c
Beaverton, OR 97008
503-702-3030

INSTALLATION/ MATERIALS

IM	DESCRIPTION	BRAND	MODEL	#	PRICE	EXT
1	On-Site Installation Labor	KTAVS	Estimate	95	115.00	10,925.00
2	Programming Labor Control	KTAVS	Estimate	40	145.00	5,800.00
3	Programming Labor Audio	KTAVS	Estimate	16	135.00	2,160.00
4	Admin Labor	KTAVS	Estimate	4	70.00	280.00
5	Materials/Cabling/Connectors/Rack Blanks	KTAVS	Estimate	1	1,500.00	1,500.00
6	Shipping/Handling	KTAVS	Estimate	1	1,000.00	1,000.00
Estimate ONLY! Actual incurred will be billed!						
						\$ 21,665.00

PROJECT ESTIMATE TOTAL:

\$ 75,990.80

PRICING GOOD FOR 30 DAYS FROM DATE OF ISSUANCE.

Oregon City PD
Council Chambers Re-Vamp
Parts and Labor Estimate
July 23rd, 2020



AV Services
CCB#195268

7721 SW Cirrus Drive Space 30c
Beaverton, OR 97008
503-702-3030

CONTROL SYSTEM						
CS	DESCRIPTION	BRAND	MODEL	#	PRICE	EXT
1	70" Flat Screen	LG	70UK	1	1,300.00	\$ 1,300.00
2	Mount for 70" Screen	Sanus	TBD	1	216.00	216.00
3	Mainframe Control System with Audio/Video Switching	Crestron	DMPS3-4K-150-C	1	3,000.00	3,000.00
4	Remote System Baluns	Crestron	DM-RMC-100-C	1	540.00	540.00
5	Sound Bar with Camera and Mic	Logitech	Meetup	1	1,078.80	1,078.80
6	7" Touch Panel	Crestron	TSW-760-B-S	1	840.00	840.00
7	Cable Caddy with Outlet	Crestron	TT-101-B-T	1	270.00	270.00
8	Installation Labor	Klasstech	Custom	10	115.00	1,150.00
9	Programming Labor	Klasstech	Custom	6	135.00	810.00
10	Admin Labor/Processing	Klasstech	Custom	2	70.00	140.00
11	Materials	Klasstech	Custom	1	150.00	150.00
12	Shipping	Klasstech	Custom	1	300.00	300.00
						\$ 9,794.80

Room Total:

\$ 9,794.80

x4 (rm 127, 216, 176, 118)

\$ 39,179.20

Goods and Services NOT Included in This Proposal

The following items are not considered to be within the Scope of Work for KTAV. Any amendments that the Client may feel are required should be addressed prior to issuance of a Purchase Order. Any amendments requested or required subsequent to issuance of a Purchase Order shall be accomplished by means of a written Change Order.

1. Provision of any additional AV components other than noted in the proposal.
2. PC or lap top computers are to be furnished by client only.
3. KTAV will not do, or be liable for, any structural construction, furniture modification or painting.
4. All telcom, data or cable (Comcast etc.) connections are solely the responsibility of the client.
5. All alteration of existing flooring or ceiling structure to accommodate cable paths are the clients responsibility.
6. Any/all needed conduit or electrical line voltage supply to be the responsibility of the client.

Additional Terms and Conditions

1. KTAV shall ensure that there are no defects in either the audio or video signal quality and, to the extent that KTAV has control over the physical and electrical conditions that affect that quality of signal, shall correct any conditions to bring the signal to an acceptable level and quality.
2. KTAV is not responsible for correcting audio signal quality and system control interference caused by other facility sources. Examples include, but are not limited to, Infrared control interference caused by florescent lighting and errant radio signals from communication equipment. KTAV may, at an additional cost, troubleshoot and recommend necessary modifications to the Client's existing system in order to improve any unforeseen audio or system control issues. These recommended modifications may be in the form of system changes, shielding or facility modifications.
3. KTAV is not responsible for correcting improper facilities electrical conditions (dirty power) that may contribute negatively to the audio or video reproduction quality nor shall KTAV be responsible for any damage to the equipment caused by Client or any of their other contractors. KTAV may, at an additional cost, troubleshoot and recommend necessary modifications to the Client's existing system in order to improve any unforeseen problems with audio or video signal quality due to facilities wiring issues. These recommended modifications may be in the form of facility electrical wiring modifications or the addition of ground isolation devices.
4. All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from written specifications involving extra costs shall be executed upon written Change Order, and shall be subject to an additional cost over and above the stated cost set forth in this document. All agreements and schedules are contingent upon strikes, weather delays, accidents or other delays beyond the Contractor's control.

Clients Responsibilities

This section will detail those areas where the Client will bear responsibility in order to help promote the efficiency of this engagement and to assist in ensuring that it remains in line with the quoted estimates:

1. Client is to provide electrical power for all devices. The same phase leg from the facility power distribution box shall power all AV components that are interconnected. All components shall be connected to a common earth ground. Power to the display device(s) shall be single-phase 120VAC from an independent 20A feed from the main distribution box. No lighting or lighting control devices are to be fed by any of the AV circuits. KTAV shall provide Owner with Electrical Plan Requirements Drawings prior to installation so that Owner Electrician can complete electrical system modifications as required.
2. Client shall be responsible for relocating light fixtures, HVAC and fire suppression equipment if required.
3. Client shall provide a safe, clean and unencumbered working environment free from any known hazardous materials.
4. Client is responsible for providing access to all pertinent areas for KTAV's work to be performed during agreed upon working hours and free from restrictions that may cost KTAV down time in their work. Any down time resulting in additional cost to KTAV may be billed as a change order at KTAV's discretion.
5. Client shall appoint a responsible individual who will serve as the primary contact point for KTAV. This contact shall have the authority to approve changes and to accept completed work.

Warranty Information

Equipment Warranty

All Contractor provided equipment shall be warranted as specified by the specific product manufacturer. Product repair, replacement and related shipping charges will be handled in accordance with the product manufacturer's written warranty.

Labor Warranty

In the event of an KTAV provided equipment failure, KTAV shall provide the on-site labor to remove and reinstall the failed component at no charge to the Client for up to 90-days from the system signoff date.

Exclusions

KTAV's warranty coverage excludes damage related to Client's improper use and/or improper handling of equipment. Damage related to faulty power (power outages, brown outs or surges), wind, rain, or acts of God are also excluded.

Current Service Rates

- Programming, Design and Consulting Services: \$135.00 per hour
- Technical and Installation Services: \$100.00 per hour
- Emergency Service (Less than 24 hour lead time) \$175.00 per hour

Payment Terms

This proposal and the prices contained herein are valid for a period of 30 days from the date of issuance. Custom built items are included in this proposal that require long lead times. Custom built items may not be returned for credit or replacement without incurring cost for such items. Commencement of work is dependent upon date of receipt of Purchase Order and any preexisting commitments at that time. See Proposed Schedule section for detail.

FOB: Destination

Terms: Net 30

Unpaid balance subject to 1.5% interest per month from due date

Billing Schedule: Down payment required to begin job/order equipment:
100% equipment cost
Or
50% of total job cost, whichever is greater.

Second Invoice:
Labor costs (if equipment costs were billed an job inception)
Or
Second 40% upon Substantial Completion*

Final Invoice:
10% – Invoiced upon system completion/Client Sign Off

*Substantial completion is equivalent to all equipment installed, calibrated and useable by the Client. At this stage some software modifications may still be in flux.

Remit Address: Klasstech AV Services
7725 SW Cirrus Drive
Space 30D
Beaverton, OR
97008

Billing Contact: Rod Whetsell Jr. rod@klasstech.com

KTAV's
Representative:

503-643-4400

Jason Wade, Partner jason@klasstech.com
503-702-3030

PRICING GOOD FOR 30 DAYS FROM DATE OF ISSUANCE.
DOWNPAYMENT OF 100% EQUIPMENT COST REQUIRED TO GET JOB ON
ORDER.

Approval to Proceed: _____

Date: _____

**STANDARD CONDITIONS TO OREGON CITY
PERSONAL SERVICES AGREEMENT**

Item 8b.

1. Consultant Identification. Consultant shall furnish to City its taxpayer identification number, as designated by the Internal Revenue Service, or Consultant's social security number, as City deems applicable.

2. Payment.

(a) Invoices submitted in connection with this Agreement shall be properly documented and shall identify the pertinent agreement and/or purchase order numbers.

(b) City agrees to pay Consultant within thirty (30) days after receipt of Consultant's itemized statement. Amounts disputed by City may be withheld pending settlement.

(c) City certifies that sufficient funds are available and authorized for expenditure to finance the cost of the services to be provided pursuant to this Agreement.

(d) City shall not pay any amount in excess of the compensation amounts set forth in this Agreement, nor shall City pay Consultant any fees or costs that City reasonably disputes.

3. Independent Contractor Status.

(a) Consultant is an independent contractor and is free from direction and control over the means and manner of providing labor or services, subject only to the specifications of the desired results.

(b) Consultant represents that it is customarily engaged in an independently established business and is licensed under ORS chapter 671 or 701, if the services provided require such a license. Consultant maintains a business location that is separate from the offices of the City and bears the risk of loss related to the business as demonstrated by the fixed price nature of the contract, requirement to fix defective work, warranties provided and indemnification and insurance provisions of this Agreement. Consultant provides services for two or more persons within a 12 month period or routinely engages in advertising, solicitation or other marketing efforts. Consultant makes a significant investment in the business by purchasing tools or equipment, premises or licenses, certificates or specialized training and

Consultant has the authority to hire or fire persons to provide or assist in providing the services required under this Agreement.

(c) Consultant is responsible for obtaining all assumed business registrations or professional occupation licenses required by state or local law (including applicable City or Metro business licenses as per Oregon City Municipal Code Chapter 5.04). Consultant shall furnish the tools or equipment necessary for the contracted labor or services. Consultant agrees and certifies that:

(d) Consultant is not eligible for any federal social security or unemployment insurance payments. Consultant is not eligible for any PERS or workers' compensation benefits from compensation or payments made to Consultant under this Agreement.

(e) Consultant agrees and certifies that it is licensed to do business in the State of Oregon and that, if Consultant is a corporation, it is in good standing within the State of Oregon.

4. Early Termination.

(a) This Agreement may be terminated without cause prior to the expiration of the agreed-upon term by mutual written consent of the parties or by the City upon ten (10) days written notice to the Consultant, delivered by certified mail, email, or in person.

(b) Upon receipt of notice of early termination, Consultant shall immediately cease work and submit a final statement of services for all services performed and expenses incurred since the date of the last statement of services.

(c) Any early termination of this Agreement shall be without prejudice to any obligation or liabilities of either party already accrued prior to such termination.

(d) The rights and remedies of the City provided in this Agreement and relating to defaults by Consultant shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

5. No Third-Party Beneficiaries. City and

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

Item 8b.

Consultant are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any benefit or right, whether directly or indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

6. Payment of Laborers; Payment of Taxes.

(a) Consultant shall:

(i) Make payment promptly, as due, to all persons supplying to Consultant labor and materials for the prosecution of the services to be provided pursuant to this Agreement.

(ii) Pay all contributions or amounts due to the State Accident Insurance Fund incurred in the performance of this Agreement.

(iii) Not permit any lien or claim to be filed or prosecuted against the City on account of any labor or materials furnished.

(iv) Be responsible for all federal, state, and local taxes applicable to any compensation or payments paid to Consultant under this Agreement and, unless Consultant is subject to back-up withholding, the City will not withhold from such compensation or payments any amount(s) to cover Consultant's federal or state tax obligation.

(v) Pay all employees at least time and one-half for all overtime worked in excess of forty (40) hours in any one week, except for individuals excluded under ORS 653.100 to 653.261 or under 29 U.S.C. §§ 201 to 209 from receiving overtime.

(b) If the Consultant fails, neglects or refuses to make prompt payment of any claim for labor or services furnished by any person in connection with this Agreement as such claim becomes due, the City may pay such claim to the person furnishing the labor or services and shall charge the amount of the payment against funds due or to become due to the Consultant by reason of this Agreement.

(c) The payment of a claim in this manner

shall not relieve Consultant or Consultant's surety from obligation with respect to any unpaid claims.

(d) Consultant and subconsultants, if any, are subject employers under the Oregon workers' compensation law and shall comply with ORS 656.017, which requires provision of workers' compensation coverage for all workers.

7. Subconsultants and Assignment.

Consultant shall neither subcontract any of the work, nor assign any rights acquired hereunder, without obtaining prior written approval from the City. The City, by this Agreement, incurs no liability to third persons for payment of any compensation provided herein to the Consultant.

8. Access to Records. City shall have access to all books, documents, papers and records of Consultant that are pertinent to this Agreement for the purpose of making audits, examinations, excerpts and transcripts.

9. Ownership of Work Product; License. All work products of Consultant that result from this Agreement (the "Work Products") are the exclusive property of City. In addition, if any of the Work Products contain intellectual property of Consultant that is or could be protected by federal copyright, patent, or trademark laws, or state trade secret laws, Consultant hereby grants City a perpetual, royalty-free, fully paid, nonexclusive and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, use and re-use, in whole or in part (and to authorize others to do so), all such Work Products and any other information, designs, plans, or works provided or delivered to City or produced by Consultant under this Agreement. The parties expressly agree that all works produced (including, but not limited to, any taped or recorded items) pursuant to this Agreement are works specially commissioned by City, and that any and all such works shall be works made for hire in which all rights and copyrights belong exclusively to City. Consultant shall not publish, republish, display or otherwise use any work or Work Products resulting from this Agreement without the prior written agreement of City.

10. Compliance With Applicable Law.

Consultant shall comply with all federal, state, and

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT (4/2017)

Page 2 of 5

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

Item 8b.

local laws and ordinances applicable to the services to be performed pursuant to this Agreement, including, without limitation, the provisions of ORS 279B.220, 279C.515, 279B.235, 279B.230 and 279B.270. Without limiting the generality of the foregoing, Consultant expressly agrees to comply with (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans With Disabilities Act of 1990 (Pub. L No. 101-336), ORS 659.425, and all regulations and administrative rules established pursuant to those laws; and (iv) all other applicable requirements of federal and state civil rights and rehabilitation and other applicable statutes, rules and regulations.

11. Professional Standards. Consultant shall be responsible, to the level of competency presently maintained by others practicing in the same type of services in City's community, for the professional and technical soundness, accuracy and adequacy of all services and materials furnished under this authorization.

12. Modification, Supplements or Amendments. No modification, change, supplement or amendment of the provisions of this Agreement shall be valid unless it is in writing and signed by the parties hereto.

13. Indemnity and Insurance.

(a) Indemnity. Consultant acknowledges responsibility for liability arising out of Consultant's negligent performance of this Agreement and shall hold City, its officers, agents, Consultants, and employees harmless from, and indemnify them for, any and all liability, settlements, loss, costs, and expenses, including attorney fees, in connection with any action, suit, or claim caused or alleged to be caused by the negligent acts, omissions, activities or services by Consultant, or the agents, Consultants or employees of Consultant provided pursuant to this Agreement.

(b) Workers' Compensation Coverage. Consultant certifies that Consultant has qualified for workers' compensation as required by the State of Oregon. Consultant shall provide the Owner, within ten (10) days after execution of this Agreement, a certificate of insurance evidencing coverage of all subject workers under Oregon's

workers' compensation statutes. The insurance certificate and policy shall indicate that the policy shall not be terminated by the insurance carrier without thirty (30) days' advance written notice to City. All agents or Consultants of Consultant shall maintain such insurance.

(c) Comprehensive, General, and Automobile Insurance. Consultant shall maintain comprehensive general and automobile liability insurance for protection of Consultant and City and for their directors, officers, agents, and employees, insuring against liability for damages because of personal injury, bodily injury, death, and broad-form property damage, including loss of use, and occurring as a result of, or in any way related to, Consultant's operation, each in an amount not less than \$2,000,000 combined, single-limit, per-occurrence with a \$4,000,000 annual aggregate. Such insurance shall name City as an additional insured, with the stipulation that this insurance, as to the interest of City, shall not be invalidated by any act or neglect or breach of this Agreement by Consultant.

(d) Errors and Omissions Insurance. Consultant shall provide City with evidence of professional errors and omissions liability insurance for the protection of Consultant and its employees, insuring against bodily injury and property damage arising out of Consultant's negligent acts, omissions, activities or services in an amount not less than \$500,000 combined, single limit. Consultant shall maintain in force such coverage for not less than three (3) years following completion of the project. Such insurance shall include contractual liability.

Within ten (10) days after the execution of this Agreement, Consultant shall furnish City a certificate evidencing the dates, amounts, and types of insurance that have been procured pursuant to this Agreement. Consultant will provide for not less than thirty (30) days' written notice to City before the policies may be revised, canceled, or allowed to expire. Consultant shall not alter the terms of any policy without prior written authorization from City. The provisions of this subsection apply fully to Consultant and its Consultants and agents.

14. Legal Expenses. In the event legal action is

**STANDARD CONDITIONS TO OREGON CITY
PERSONAL SERVICES AGREEMENT**

Item 8b.

brought by City or Consultant against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for attorney fees, costs, and expenses as may be set by a court. "Legal action" shall include matters subject to arbitration and appeals.

15. Severability. The parties agree that, if any term or provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected.

16. Number and Gender. In this Agreement, the masculine, feminine or neuter gender, and the singular or plural number, shall be deemed to include the others or other whenever the context so requires.

17. Captions and Headings. The captions and headings of this Agreement are for convenience only and shall not be construed or referred to in resolving questions of interpretation or construction.

18. Hierarchy. The conditions contained in this document are applicable to every Personal Services Agreement entered into by the City of Oregon City in the absence of contrary provisions. To the extent there is a conflict, the terms of the Personal Services Agreement will control over the terms of the standard conditions. To the extent there is a conflict between the terms of the standard conditions and any other document, including the scope of services, the terms of the standard conditions shall control those other terms.

19. Calculation of Time. 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, the period shall be extended to include the next day that is not a Saturday, Sunday or legal holiday.

20. Notices. Any notices, bills, invoices, reports or other documents required by this Agreement shall be sent by the parties by United States mail, postage prepaid, or personally

delivered to the addresses listed in the Agreement attached hereto. All notices shall be in writing and shall be effective when delivered. If mailed, notices shall be deemed effective forty-eight (48) hours after mailing, unless sooner received.

21. Nonwaiver. The failure of City to insist upon or enforce strict performance by Consultant of any of the terms of this Agreement or to exercise any rights hereunder shall not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon such terms or rights of any future occasion.

22. Information and Reports. Consultant shall, at such time and in such form as City may require, furnish such periodic reports concerning the status of the project, such statements, certificates, approvals, and copies of proposed and executed plans and claims, and other information relative to the project as may be requested by City. Consultant shall furnish City, upon request, with copies of all documents and other materials prepared or developed in relation with or as a part of the project. Working papers prepared in conjunction with the project are the property of City, but shall remain with Consultant. Copies as requested shall be provided free of cost to City.

23. City's Responsibilities. City shall furnish Consultant with all available necessary information, data, and materials pertinent to the execution of this Agreement. City shall cooperate with Consultant in carrying out the work herein and shall provide adequate staff for liaison with Consultant.

24. Arbitration.

All disputes arising out of or under this Agreement shall be timely submitted to nonbinding mediation prior to commencement of any other legal proceedings. The subsequent measures apply if disputes cannot be settled in this manner.

(a) Any dispute arising out of or under this Agreement shall be determined by binding arbitration.

(b) The party desiring such arbitration shall give written notice to that effect to the other party and shall in such notice appoint a disinterested

**STANDARD CONDITIONS TO OREGON CITY
PERSONAL SERVICES AGREEMENT**

Item 8b.

person of recognized competence in the field as arbitrator on its behalf. Within fifteen (15) days thereafter, the other party may, by written notice to the original party, appoint a second disinterested person of recognized competence as arbitrator on its behalf. The arbitrators thus appointed shall appoint a third disinterested person of recognized competence, and the three arbitrators shall, as promptly as possible, determine such matter, provided, however, that:

(i) If the second arbitrator is not appointed as described above, then the first arbitrator shall proceed to determine such matter; and

(ii) If the two arbitrators appointed by the parties are unable to agree, within fifteen (15) days after the second arbitrator is appointed, on the appointment of a third arbitrator, they shall give written notice of such failure to agree to the parties and, if the parties fail to agree on the selection of the third arbitrator within fifteen (15) days after the arbitrators appointed by the parties give notice, then, within ten (10) days thereafter, either of the parties, on written notice to the other party, may request such appointment by the presiding judge of the Clackamas County Circuit Court.

(c) Each party shall each be entitled to present evidence and argument to the arbitrators. The determination of the majority of the arbitrators or the sole arbitrator, as the case may be, shall be conclusive on the parties, and judgment on the same may be entered in any court having jurisdiction over the parties. The arbitrators or the sole arbitrator, as the case may be, shall give written notice to the parties, stating the arbitration determination, and shall furnish to

each party a signed copy of such determination. Arbitration proceedings shall be conducted pursuant to ORS 33.210 et seq. and the rules of the American Arbitration Association, except as provided otherwise.

(d) Each party shall pay the fees and expenses of the arbitrator appointed by such party and one-half of the fees and expenses of the third arbitrator, if any.

25. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the state of Oregon without resort to any jurisdiction's conflicts of law, rules or doctrines.



CITY OF OREGON CITY

Staff Report

625 Center Street
Oregon City, OR 97045
503-657-0891

To: City Commission
From: Chief of Police Jim Band

Agenda Date: 08/19/2020

SUBJECT:

OLCC: Liquor License Application – Limited On-Premises, Applying as a LLC, Blue Ox Axe Throwing Oregon, LLC, 230 12th Street, Oregon City

STAFF RECOMMENDATION:

Staff recommends the City Commission approve OLCC Application for Blue Ox Axe Throwing Oregon, LLC, 230 12th Street, Oregon City

EXECUTIVE SUMMARY:

The attached application is for an OLCC Limited On-Premises license for Blue Ox Axe Throwing Oregon City

BACKGROUND:

The Oregon City Police Department ran background checks on Lani Eversage and she is eligible to hold a liquor license. All applicants must obtain an Oregon City business license before submitting their application for an OLCC liquor license. The Oregon City business license application process includes routing of the application for review through various City departments.

OPTIONS:

1. Approve the OLCC Application for Blue Ox Axe Throwing
2. Deny the OLCC Application for Blue Ox Axe Throwing

BUDGET IMPACT:

Amount:

FY(s):

Funding Source(s):

Kattie Riggs

Subject: Public Comment City Commission Meeting August 17, 2020: Item 8c: OLCC: Liquor License Application – Limited On-Premises, Applying as a LLC, Blue Ox Axe Throwing Oregon, LLC, 230 12th Street, Oregon City

From: James Nicita <james.nicita@gmail.com>

Sent: Wednesday, August 19, 2020 1:32 PM

To: Rachel Lyles Smith <rlsmith@orccity.org>; Rocky Smith, Jr. <rsmith@orccity.org>; Denyse McGriff <dmcgriff@orccity.org>; Frank O'Donnell <fodonnell@orccity.org>

Cc: Tony Konkol <tkonkol@orccity.org>; Kattie Riggs <kriggs@orccity.org>; Laura Terway <lterway@orccity.org>; Bill Kabeiseman <billkab@batemanseidel.com>; Carrie Richter <crichter@batemanseidel.com>

Subject: Public Comment City Commission Meeting August 17, 2020: Item 8c: OLCC: Liquor License Application – Limited On-Premises, Applying as a LLC, Blue Ox Axe Throwing Oregon, LLC, 230 12th Street, Oregon City

Commissioners:

I write to comment on the above-referenced agenda item.

I don't know the particular reason OLCC liquor licenses require local government approval, but if compliance with local land use regulations is one of the reasons, I think the comments I submitted last week in regards to the proposed Celtic Axe Throwing at the planned Corner 14 Taphouse would also apply to the Blue Ox Axethrowing proposal: namely a) whether axe-throwing is a regulatable land use, and b) if so, whether it is a permitted use under our zoning code.

Therefore, for your consideration, below is a repeat of what I wrote in those prior comments:

The approval involved a lot of discretion, including the exercise of policy and legal judgment. To give one example, it requires an exercise of policy or legal judgment, i.e., discretion to determine whether the “axe-throwing” component is a land use, and if so, b) whether it is a permitted use in the Mixed-Use Development (MUD) zone.

As to a), in the case *Skydive Oregon, Inc. v. Clackamas County*, 122, Or App 342 the Court of Appeals upheld the following determination by LUBA that a recreational skydiving facility was a “land use”:

“[W]hile we recognized in *Tylka v. Clackamas County*, 22 Or LUBA 166, 171 (1991), that there may be some uses of land that are so incidental as not to rise to the level of a regulatable 'land use,' the subject activity is not such a de minimus, incidental use. The proposed use involves a relatively large structure, employees, and people and equipment falling out of the air onto land below. We conclude that the use of land for a recreational parachuting center and for parachute landings is a 'land use' that may be regulated by local land use ordinances, subject only to federal preemption.”

Based on this quote, I would argue that the “axe-throwing” component of the Corner 14 taphouse is a “land use”: the proposed use is in a “structure,” the taphouse, as well as a secondary outdoor cage, which is arguably also a “structure.” The “axe-throwing” component has employees; in fact it is operated by a completely different company called “Celtic Axe.” It involves “equipment falling out of the air;” or at least, axes being hurled through the air.

In any event, deciding whether or not the axe-throwing component is a land use, or is “de minimus” enough not to qualify as a land use subject to regulation, is an “exercise of policy and legal judgment” – such as evaluating against legal precedents like *Skydive Oregon*, and thus is an exercise of discretion.

As to b) if one decides that the axe-throwing is a use of land, the next step is to determine whether it is a permitted use in the MUC zone.

I would argue that it is not. The closest permitted use it might fall under would be pursuant to OCMC 17.34. **"Indoor entertainment centers and arcades."** (Emphasis added.)

Item 8c.

But here is the definition from the "definitions" section of the zoning code:

17.04.380 - Entertainment centers and arcades. *"Entertainment centers and arcades" means a place open to minors where three or more mechanical or electronic amusement devices are located as either the primary or a secondary use.*

First, an axe, arguably, isn't a "mechanical or electronic amusement device." Second, the taphouse already has an outdoor axe throwing cage on the site, but MUD says even entertainment centers have to be "indoors."

There might be a different interpretation, and LUBA and the appellate courts give the City great deference in its interpretation of the OCMC, but a determination has to be made. That determination involves the "exercise of policy and legal judgment," or discretion.

Relatedly, deciding whether a particular use is "allowed" or "permitted" because nothing in the zoning code affirmatively prohibits that use, as opposed to prohibiting a use because nothing in the zoning code affirmatively "allows" or "permits" the use, is itself an act of policy or legal judgment, or discretion.

Thank you.

James Nicita
Oregon City



CITY OF OREGON CITY

Staff Report

625 Center Street
Oregon City, OR 97045
503-657-0891

To: City Commission
From: Police Chief James Band

Agenda Date: 08/19/2020

SUBJECT:

OLCC: Liquor License Application – Off-Premises, Commercial, Applying as a Limited Liability Company, MOD Super Fast Pizza, LLC (dba MOD Pizza), 19550 Molalla Ave, Ste. 145

STAFF RECOMMENDATION:

Staff recommends the City Commission approve the OLCC Application for MOD Pizza, 19550 Molalla Ave, Suite 145, Oregon City, OR 97045.

BACKGROUND:

The Oregon City Police Department had previously conducted a background check on Scott Stevenson and John Maguire. They are eligible to hold a liquor license. This is just a temporary 90-day additional off-premise to their already existing on premise liquor license.



OREGON LIQUOR CONTROL COMMISSION

LIQUOR LICENSE APPLICATION

1. Application. **Do not include** any OLCC fees with your application packet (the license fee will be collected at a later time). Application is being made for:

License Applied For:	CITY AND COUNTY USE ONLY
☐ Brewery 1st Location	Date application received and/or date stamp:
☐ Brewery 2nd Location	
☐ Brewery 3rd Location	
☐ Brewery-Public House 1st Location	Name of City or County:
☐ Brewery-Public House 2nd Location	
☐ Brewery-Public House 3rd Location	Recommends this license be:
☐ Distillery	☐ Granted ☐ Denied
☐ Full On-Premises, Commercial	By: _____
☐ Full On-Premises, Caterer	Date: _____
☐ Full On-Premises, Passenger Carrier	
☐ Full On-Premises, Other Public Location	
☐ Full On-Premises, For Profit Private Club	
☐ Full On-Premises, Nonprofit Private Club	
☐ Grower Sales Privilege 1st Location	
☐ Grower Sales Privilege 2nd Location	
☐ Grower Sales Privilege 3rd Location	
☐ Limited On-Premises	OLCC USE ONLY
☒ Off-Premises	Date application received:
☐ Off-Premises with Fuel Pumps	<u>4-17-20</u>
☐ Warehouse	By: <u>Patricia Rhoads</u>
☐ Wholesale Malt Beverage & Wine	License Action(s):
☐ Winery 1st Location	<u>A 1 Priv.</u>
☐ Winery 2nd Location	
☐ Winery 3rd Location	
☐ Winery 4th Location	
☐ Winery 5th Location	

2. Identify the applicant(s) applying for the license(s). ENTITY (example: corporation or LLC) or INDIVIDUAL(S) applying for the license(s):

MOD Super Fast Pizza, LLC

(Applicant #1)

(Applicant #2)

(Applicant #3)

(Applicant #4)

3. Trade Name of the Business (Name Customers Will See)		
MOD Pizza		
4. Business Address (Number and Street Address of the Location that will have the liquor license)		
19550 Molalla Ave, Suite 145		
City	County	Zip Code
Oregon City	Clackamas	97045



City of Oregon City

625 Center Street
Oregon City, OR 97045
503-657-0891

Item 8e.

Meeting Minutes - Draft

City Commission

Tuesday, May 12, 2020

6:00 PM

Commission Chambers

Work Session - REVISED

1. Convene Work Session and Roll Call

Mayor Holladay called the meeting to order at 6:05 PM.

Present: 5 - Mayor Dan Holladay, Commissioner Frank O'Donnell, Commissioner Rachel Lyles Smith, Commissioner Rocky Smith Jr. and Commissioner Denyse McGriff

Staffers: 11 - City Manager Tony Konkol, City Recorder Kattie Riggs, Police Chief and Public Safety Director James Band, Community Development Director Laura Terway, Public Works Director John Lewis, Finance Director Wyatt Parno, Human Resources Director Patrick Foiles, Greg Williams, Community Communications Coordinator Kristin Brown, Sr. Project Engineer Patty Nelson and Interim Community Services Director Don Robertson

2. Future Agenda Items

2a. List of Future Work Session Agenda Items

No future agenda items were suggested.

3. Discussion Items

3a. State of Oregon Reopening Plan and City Facilities Reopening Update

Tony Konkol, City Manager, discussed how the City had responded to the Covid-19 pandemic and the prerequisites the County needed to meet for re-opening. The City had established a plan as employees were being brought back and facilities were re-opening to the public including hygiene-related, physical distancing, improvements to facilities such as plexiglass, and purchasing personal protective equipment (PPE). They also had to coordinate with other jurisdictions to provide services to the public especially for the library and parks. Each facility would operate differently and there had to be a lot of coordination as they moved to the phased re-openings.

Mayor Holladay said the County would be ready to submit their application next week.

Commissioner Lyles Smith thought the boat ramp should be reopened like West Linn had done.

Mr. Konkol said if they opened the gates to the boat ramp, it would open the entire park. It was a regional draw and they were trying to limit travel coming to Oregon City.

Mayor Holladay thought they were past that point and did not think it was a high risk.

Mr. Konkol suggested targeting it for boat users only and trying to limit the non-boat use parking as much as possible.

Commissioner McGriff expressed concern about sending out the right message. Sportcraft Landing boat ramp was open and she thought people could use that.

Don Robertson, Interim Community Services Director, said Sportcraft was a single use facility and Clackamette Park was a multi-use facility and was more challenging to manage. They could open it if that was the wish of the Commission, but it would be difficult to manage for boating only.

There was consensus to reopen the Clackamette boat ramp on May 15, 2020.

3b.

Willamette Falls Legacy Project Update

Laura Terway, Community Development Director, introduced the agenda item.

Brian Moore, Project Manager, gave an update on the Willamette Falls Legacy Project. He discussed the public partners, project site, four core values, public engagement, Framework Plan, and resulting design concept of the Riverwalk. He explained Phase 1 goals, original approach, alternative approach, funding challenge, reduced buildout, and issues to address moving forward.

There was discussion regarding the reduced buildout, agreement with the Confederated Tribes of Grand Ronde, and the new bridge and alignment.

3c.

Water Service and 2012 Master Plan Amendment Update

John Lewis, Public Works Director, introduced the agenda item.

Patty Nelson, Special Projects Manager, gave an update on the water service and 2012 Water Master Plan amendment. She explained the work done to date, next steps, what was needed to move forward, water service needs for the Beavercreek Road Concept Plan, and service considerations.

John Collins, Executive Director of South Fork Water Board, discussed water supply and justifying water rights on the Clackamas River. The Water Treatment Plant had the capacity to provide 40 million gallons of water per day if they added a pump and second pipeline to the plant. The water rights lawsuit was in the Court of Appeals. Of the eight components of the lawsuit, seven had been settled and one last one would be heard from the court. He thought they would get an answer in the next year to year and a half.

Ms. Nelson reviewed the water service options for the Beavercreek Road Concept Plan area and the costs associated with the options. Some considerations were water supply, cost, service to customers, and process and timing. She asked whether the Commission wanted to proceed with the amendment of the 2012 Water Distribution Master Plan inclusive of the 2019 Capital Improvement Plan (CIP) or to pursue a joint engineering solution prior to amending the 2012 Water Distribution Master Plan.

Mayor Holladay wanted to make sure the joint solution would in no way allow Sunrise

Water Authority or Clackamas River Water (CRW) to take over South Fork Water Board (SFWB).

Mr. Collins clarified the two water entities wanted South Fork's water rights.

Mr. Lewis said CRW had a good team and this was not about water rights. He recommended the first option, although it would be difficult to move forward with the capital plan.

There was discussion regarding the protection of water rights, legal implications, the City's right to serve this area, need to build the capital improvements now for future development, water capacity, West Linn's support, and working with potential development so they understood what the City's position was and that they not work with another water entity.

There was consensus to move forward with amending the plan inclusive of the 2019 CIP.

3d. Communications Strategic Plan

Mr. Konkol introduced the agenda item.

Kristin Brown, Community Communications Coordinator, presented on the City's Communications Strategic Plan. She gave a background on how the City communicated with citizens, core values of communication, external and internal communications and audiences, tool analysis of the external and internal tools, objectives of the plan, deliverables, and future for communications.

There was discussion regarding following comments and conversations on social media, analyzing website design, FlashAlert's effectiveness with media outlets and contacts, improving external communications, and consistent image of the City.

The Commission was in support of the Plan.

4. City Manager's Report

Mr. Konkol gave an update on the location of the mobile shower unit at Father's Heart and on the small business grant program. They were still accepting applications for the grants.

5. Commission Committee Reports

Commissioner McGriff reported on the Downtown Oregon City Association's (DOCA) debt relief program. The system they were using at the Elevator was working well. The Willamette Falls and Landings Heritage Area Coalition Executive Team was working with West Linn on a potential office building.

a. Beavercreek Employment Area Blue Ribbon Committee - Commissioner Frank O'Donnell

b. Brownfield Grant Committee - Mayor Dan Holladay

- c. **Citizen Involvement Committee Liaison - Commissioner Rachel Lyles Smith**
 - d. **Clackamas County Coordinating Committee (C4) - Mayor Dan Holladay and Commissioner Rachel Lyles Smith**
 - e. **Clackamas Heritage Partners - Commissioner Rocky Smith, Jr.**
 - f. **Downtown Oregon City Association Board - Commissioner Denyse McGriff**
 - g. **Metro Policy Advisory Committee (MPAC) - Commissioner Rachel Lyles Smith**
 - h. **Oregon Governor's Willamette Falls Locks Commission - Mayor Dan Holladay**
 - i. **South Fork Water Board (SFWB) - Mayor Dan Holladay, Commissioners Frank O'Donnell and Rocky Smith, Jr.**
 - j. **Willamette Falls and Landings Heritage Area - Commissioner Denyse McGriff**
 - k. **Willamette Falls Legacy Project Liaisons - Mayor Dan Holladay and Commissioner Frank O'Donnell**
6. **Adjournment**

Mayor Holladay adjourned the meeting at 8:13 PM.

Respectfully submitted,

Kattie Riggs, City Recorder



City of Oregon City

625 Center Street
Oregon City, OR 97045
503-657-0891

Item 8f.

Meeting Minutes - Draft

City Commission

Wednesday, May 20, 2020

6:00 PM

Commission Chambers

Work Session

1. Convene Work Session

Mayor Holladay called the meeting to order at 6:05 PM.

2. Roll Call

Present: 5 - Mayor Dan Holladay, Commissioner Frank O'Donnell, Commissioner Rachel Lyles Smith, Commissioner Rocky Smith Jr. and Commissioner Denyse McGriff

Staffers: 9 - City Manager Tony Konkol, City Recorder Kattie Riggs, Public Works Director John Lewis, Economic Development Manager James Graham, Police Chief and Public Safety Director James Band, Community Development Director Laura Terway, Finance Director Wyatt Parno, Human Resources Director Patrick Foiles and Greg Williams

3. Discussion Items

3a. Tri-City Water Resource Recovery Facility Outfall Project

John Lewis, Public Works Director, introduced the agenda item.

Greg Geist, Director of Clackamas Water Environment Services (WES), discussed the construction of the Tri-City Water Resource Recovery Facility Outfall Project. He reviewed the project that would provide potential capacity during peak wet weather events. In order to move forward with the preferred alignment under Jon Storm Park, they were seeking support of the Oregon City voting public through a ballot measure in November 2020.

Lynne Chicoine, Capital Projects Manager from WES, discussed how this was a critical component of WES's long range Capital Improvement Plan (CIP), how the project would reduce inflow and infiltration, Outfall Routing Study, outfall alternatives evaluation, tunneling technologies, outfall location and preferred route, diffusers which would be the portion of the outfall extended into the water flow, and next steps.

There was discussion regarding how much inflow and infiltration came from Oregon City and if the project would increase right-of-way fees.

Chris Storey, Deputy Director of WES, discussed aligning planning with community values, reasons for the outfall location including the cold water refuge at the Clackamas and Willamette Rivers junction, community benefits, and the public involvement plan.

There was discussion regarding the financing for the project and impact on rates, public outreach, archeological studies, need for a meeting with the Tribes and meeting with Oregon City's Parks and Recreation Advisory Committee (PRAC), explanatory statement for the measure, chart for wet weather highs and lows, and constituent groups that needed to be included.

This item will be on the consent agenda for the June 3, 2020 City Commission meeting.

Tony Konkol, City Manager, asked the Economic Development Manager, James Graham, to provide the Commission with an update on the Oregon City Business Debt Relief Program.

James Graham, Economic Development Manager, presented a program summary of the Oregon City Business Debt Relief Program. The City had awarded \$183,000 in grant funds to local businesses. He shared insights about the applications that were received.

There was discussion regarding those who applied that did not have business licenses, expediency of the checks sent out, plans for the money that was not spent, and thanks for the work.

3b. Sanitary Sewer Infiltration and Inflow Program

This item was postponed.

4. Adjournment

Mayor Holladay adjourned the meeting at 6:57 PM.

Respectfully submitted,

Kattie Riggs, City Recorder



City of Oregon City

625 Center Street
Oregon City, OR 97045
503-657-0891

Item 8g.

Meeting Minutes - Draft

City Commission

Wednesday, May 20, 2020

7:00 PM

Commission Chambers

REVISED

1. Convene Regular Meeting and Roll Call

Mayor Holladay called the meeting to order at 7:12 PM.

Present: 5 - Mayor Dan Holladay, Commissioner Frank O'Donnell, Commissioner Rachel Lyles Smith, Commissioner Rocky Smith Jr. and Commissioner Denyse McGriff

Staffers: 12 - City Manager Tony Konkol, City Attorney William Kabeiseman, Police Chief and Public Safety Director James Band, Community Development Director Laura Terway, Public Works Director John Lewis, City Recorder Kattie Riggs, Sr. Planner Christina Robertson-Gardiner, Economic Development Manager James Graham, Finance Director Wyatt Parno, Greg Williams, Sr. Planner Pete Walter and Interim Community Services Director Don Robertson

2. Flag Salute

3. Ceremonies, Proclamations, and Presentations

3a. Presentation of Ruth McBride Powers Preservation Award

Laura Terway, Community Development Director, announced the winner of the Ruth McBride Powers Preservation Award was Kari Freeman for the C.G. Huntley House window repair project.

4. Citizen Comments

There were no citizen comments.

5. Adoption of the Agenda

The agenda was adopted as presented.

6. Public Hearings

6a. First Reading of Ordinance No. 20-1005, Amending the Natural Resources Overlay District and Approving File LEG-19-00006

Laura Terway, Community Development Director, introduced the agenda item.

Pete Walter, Senior Planner, gave a background on a vegetated corridor in Canemah that was not currently included in the Natural Resources Overlay District. Staff thought the request met the applicable goals and policies of the Comprehensive Plan and recommended approval to add the corridor to the District.

Doug Neeley, resident of Oregon City, discussed the importance of the vegetated corridor for habitat and how he was in favor of including it in the District.

Commissioner Lyles Smith was not in favor of the 10 foot buffer on 514 4th Avenue. She thought they should either have a 50 foot buffer or not include it at all.

Commissioner McGriff thought they had an obligation to designate the corridor.

Mayor Holladay thought they should not include the buffer.

A motion was made by Commissioner Lyles Smith, seconded by Mayor Holladay, to approve the first reading of Ordinance No. 20-1005, amending the Natural Resources Overlay District and approving File LEG-19-00006 with the modification that the amendment did not affect any portion of 514 4th Avenue. The motion passed by the following vote:

Aye: 3 - Mayor Dan Holladay, Commissioner Frank O'Donnell and Commissioner Rachel Lyles Smith

Nay: 2 - Commissioner Rocky Smith Jr. and Commissioner Denyse McGriff

6b.

First Reading of Ordinance No. 20-1006, Thimble Creek Concept Plan/Beavercreek Road Concept Plan- Code and Zoning Amendments (LEG 19-00003)

Ms. Terway introduced the agenda item.

Christina Robertson-Gardiner, Senior Planner, entered public comments into the record. She gave a background on the Beavercreek Road Concept Plan, implementing the Plan, public outreach, City Commission review, proposed zoning, legislative adoption, and what was not part of the zoning amendment package.

There was discussion regarding providing water services to this area and natural resources in areas three and four.

Doug Neeley, resident of Oregon City, read a letter from Nancy Broshot, Chair of the Natural Resources Committee, regarding additional protections for upland habitat.

Ms. Terway explained the tree removal provisions in the Oregon City Municipal Code and how the Planning Commission had found them sufficient. If the City Commission wanted to direct staff to protect the upland habitat, the Code would need to be amended to create another overlay district.

Commissioner McGriff was in favor of adding more protections.

Mayor Holladay said they had been working on this plan for a long time and did not want to delay it.

Commissioner Lyles Smith thought it could be a future discussion.

There was discussion regarding providing System Development Charges (SDCs) for parks.

A motion was made by Commissioner McGriff, seconded by Commissioner Lyles Smith, to approve the first reading of Ordinance No. 20-1006, Thimble Creek Concept Plan/Beavercreek Road Concept Plan- Code and Zoning Amendments (LEG 19-00003). The motion carried by the following vote:

Aye: 5 - Mayor Dan Holladay, Commissioner Frank O'Donnell, Commissioner Rachel Lyles Smith, Commissioner Rocky Smith Jr. and Commissioner Denyse McGriff

7. General Business

7a. Public Works Upper-Yard Charter Park Discussion

Tony Konkol, City Manager, said the Commission had directed staff to prepare an ordinance for discussion that would remove the two Camp Adair buildings from the Public Works Upper Yard and designate the Upper Yard as a Charter Park. After research, staff found that a partition or a lot line adjustment needed to be done before an ordinance was brought forward. Staff was looking for direction on the disposition of the 520 First Street and the timing of adopting the armory building tax lot as a Charter Park. Staff was preparing a request for proposal to demolish the Camp Adair buildings, which would be advertised for removal and documented prior to demolition.

There was discussion regarding the tax lots that should be included in the designation, how this agenda item did not go through the proper process to get on the agenda, and how there needed to be more discussion regarding the uses of the Upper Yard.

Doug Neeley, resident of Oregon City, said it was a goal of the Parks and Recreation Advisory Committee (PRAC) to designate the Upper Yard as a Charter Park. He supported bringing it into the park system.

Cameron McCredie, representing the McLoughlin Neighborhood Association, expressed support from the Neighborhood Association for both Charter Park protection for the Upper Yard and the proposal for the Camp Adair buildings.

Tammy Jo Wilson, resident of Oregon City, discussed the need for recreation space in this area.

Josh Habre, resident of Oregon City, advocated for additional park land in an area that did not have enough park and open spaces.

Rob Justus, resident of Oregon City, worked for a company that built affordable workforce housing. They were interested in the Upper Yard for building this type of housing.

Jesse Buss, resident of Oregon City, thought this had been a public discussion for many years and PRAC had made their position clear. He was in support of selling the nearby residential properties the City owned to put them back into residential development, but the Upper Yard should be a park.

There was discussion regarding storage bins on the property, public comments, parks budget deficit, residential properties, Camp Adair buildings, realigning lot lines, other uses for the Upper Yard, and getting the real market value of the properties.

Don Robertson, Interim Community Services Director, explained there was about 45 acres of City park and open space in this area.

The Commission wanted staff to bring back information on the access to lot 1700, appraisals of the upper yard, lower yard, and properties across Center Street, and a map of the proposed partition.

A motion was made by Commissioner Smith, seconded by Commissioner Lyles Smith, to continue the Public Works Upper-Yard Charter Park discussion to July 1, 2020. The motion carried by the following vote:

Aye: 5 - Mayor Dan Holladay, Commissioner Frank O'Donnell, Commissioner Rachel Lyles Smith, Commissioner Rocky Smith Jr. and Commissioner Denyse McGriff

8. Consent Agenda

A motion was made by Commissioner McGriff, seconded by Commissioner Lyles Smith, to approve the consent agenda. The motion carried by the following vote:

Aye: 5 - Mayor Dan Holladay, Commissioner Frank O'Donnell, Commissioner Rachel Lyles Smith, Commissioner Rocky Smith Jr. and Commissioner Denyse McGriff

- 8a. Resolution No. 20-10, Budget Adjustments and Supplemental Budget for the 2019-21 Biennium
- 8b. Contract with RH2 Engineers to Provide Design and Construction Administrative Services for the Trillium Park Drive Sanitary Relocation Project
- 8c. Personal Services Agreement with DeSantis Landscape, Inc. for Street Division of Public Works Landscape Maintenance Services
- 8d. Heritage Tree Nominations for 910 Linn Ave, 810 Jackson St, and 412 Logus St
- 8e. Minutes of the January 29, 2020 Special Meeting
- 8f. Minutes of the March 4, 2020 Work Session
- 8g. Minutes of the March 10, 2020 Work Session
- 8h. Minutes of the April 26, 2020 Special Emergency Meeting

9. Communications

There were no communications.

a. City Manager

Robert Libke Public Safety Building Construction Progress Update

b. Commission

c. Mayor

10. Adjournment

Mayor Holladay adjourned the meeting at 9:27 PM.

Respectfully submitted,

Kattie Riggs, City Recorder